

August 24, 2020 - Vancouver City Council Meeting Minutes

WORKSHOPS

Workshops were conducted remotely over video conference utilizing a GoToMeeting platform. Members of the public were invited to view the meeting via the live broadcast on www.cvtv.org and CVTV cable channels 23 or HD 323, or on the City's Facebook page, www.facebook.com/VancouverUS, or listen via the GoToMeeting conference call.

4:00-5:00 p.m. I-5 and I-205 Toll Projects Update

Lucinda Broussard, ODOT Toll Program Director; Rebecca Kennedy, Long Range Planning Manager, 360-487-7896; Aaron Lande, Senior Policy Analyst, 360-487-8612

Summary

Oregon Department of Transportation staff and consultants provided the Council with an update on Interstate 205 and 5 tolling projects.

5:00-6:00 p.m. Transportation System Plan Update

Rebecca Kennedy, Long Range Planning Manager, 360-487-7896; Jennifer Campos, Principal Transportation Planner, 360-487-7728

Summary

Staff provided Council with an update on the City's project to update the Transportation System Plan.

COUNCIL CONSENT AGENDA MEETING

This meeting was conducted remotely over video conference utilizing a GoToMeeting platform. Members of the public were invited to view the meeting via the live broadcast on www.cvtv.org and CVTV cable channels 23 or HD 323, or on the City's Facebook page, www.facebook.com/VancouverUS. Public access and testimony on Consent Agenda items and under the Citizen Forum was also facilitated via the GoToMeeting conference call.

Call to Order and Roll Call

The Consent Agenda meeting of the Vancouver City Council was called to order at 6:30 p.m. by Mayor McEnerny-Ogle. This meeting was conducted remotely via video conference.

Present: Councilmembers Fox, Paulsen, Lebowsky, Turlay, Hansen, Mayor McEnerny-Ogle

Absent: Councilmember Glover

Motion by Councilmember Hansen, seconded by Councilmember Lebowsky, and carried unanimously to excuse Councilmember Glover.

Also present on the call were the following: Eric Holmes, City Manager; Jonathan Young, City Attorney; Amanda Delapena, Assistant to the City Council; Hassan Abdalla, Engineering Manager; Brian Carlson, Interim Deputy City Manager; Linda Carlson, Property Management Specialist; Chad Eiken, Community and Economic Development Director; David Galazin, Assistant City Attorney; Eric Hahn, Senior Civil Engineer; Julie Hannon, Parks and Recreation Director and Incident Commander for the City's COVID-19 Response; Michelle Henry, Senior Civil Engineer; Rebecca Kennedy, Long Range Planning Manager; Ryan Lopossa, Transportation Manager; Heidi Scarpelli, Fire Marshal; Mike Shrum, Facilities Contract Services Supervisor; Dan Swensen, Interim Public Works Director; Lisa Takach, Human Resources Director; Monica Tubberville, Senior Planner; and members of the public.

Citizen Communications (Items 1-11)

Mayor McEnerny-Ogle opened Citizen Communication and received the following testimony:

- Kate Fernald, Vancouver, representing the Heights Neighborhood Coalition, requested the Council schedule a workshop related to development of the

HX zone as soon as possible and create a new Citizen Advisory Committee to participate in creation of that zoning code.

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

Consent Agenda (Items 1-11)

Council pulled Items 7 and 8 from the Consent Agenda for discussion, as summarized below.

Motion by Councilmember Stober, seconded by Councilmember Lebowsky, and carried unanimously to approve the Consent Agenda.

1. Bid Award for 2020 Fire/Security Alarm Monitoring, Installation and Maintenance Services Project (Bid 20-14)

Staff Report 104-20

Summary

The City of Vancouver's existing contract for monitoring of City building fire and security alarms expired on April 19, 2020. Facilities and Procurement prepared bid documents for a new 5-year contract to include monitoring for both the fire and security alarm systems in all City buildings, preventative maintenance of all systems and new installation or additions to all alarm panels and devices with a "not to exceed" cost of \$650,000.00 over a 5-year period. Procurement then posted the bid on April 24, 2020. The bid opening date was scheduled for May 19, 2020.

On May 19, 2020, the City received 2 bids for the subject project. The bids were \$98,079.83 and the other bid was Non-Responsive. The low bidder was responsive and responsible. The bids are as follows:

SUMMARY OF BIDS	
BIDDER	AMOUNT
Action Technology Systems 835 SE 17 th Ave. Portland, OR 97214	\$98,079.83
ADT Commercial 9350 SW Nimbus Ave. Beaverton, OR 97214	NON-Responsive
Engineers' Estimate	\$80,000 -\$125,000 per year

Request: Award an Alarm Monitoring/Maintenance Contract for the 2020 Fire/Security Alarm Monitoring, Installation and Maintenance

Services Project, per Bid #20-14 project, to the lowest responsive and responsible bidder, Action Technology Systems, 835 SE 17th Ave. Portland, OR 97214 USA, at their bid price of \$98,079.83 per year or not to exceed \$650,000.00 in five years which includes Washington State sales tax.

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

Motion approved the request.

2. **Bid Award for 2020 Fire Alarm/Sprinkler Inspection & Maintenance Project (Bid 20-18)**

Staff Report 105-20

Summary

The City of Vancouver's contract for regularly scheduled fire alarm and sprinkler inspections ended in March 31, 2020. Bid documents were prepared for a new 5-year contract for this work. Interested contractors were invited to submit proposals by July 7, 2020.

On July 7, 2020, the City received three bids for the project, one Non-responsive. The low bid was for an annual cost of \$132,150.44. The low bidder was deemed responsive and responsible. The bids are as follows:

SUMMARY OF BIDS	
BIDDER	AMOUNT
<i>Fire Systems West, Vancouver, WA 98661</i>	<i>\$132,150.44</i>
<i>Basic Fire Protection, Portland, OR 97211</i>	<i>\$225,024.20</i>
<i>Siemens Industry, Non Responsive</i>	<i>NON-Responsive</i>
<i>Engineers' Estimate</i>	<i>\$750,000 for Five Years</i>

Request: Award an inspection and maintenance contract for the 2020 Fire Alarm/Sprinkler Inspection & Maintenance Project, per Bid # 20-18 to the lowest responsive and responsible bidder, Fire Systems West, 600 SE Maritime Ave. Ste. 300 Vancouver, WA 98661, USA, for an amount not to exceed \$750,000.00 over 5 years, including Washington State sales tax.

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

Motion approved the request.

3. **Bid Award for the Water Station 5 Transmission Main (Bid 20-22)**
Staff Report 106-20

Summary

The project will install approximately 10,300 linear feet of 30-inch diameter ductile iron pipe to convey additional water from the Water Station 5 reservoir located at 5408 Idaho Street, to the developing eastern portion of the water service area. The pipeline has been engineered with future upgrades of the Water Station 5 site in mind to maximize hydraulic efficiency and minimize energy losses for the new pump station. The large diameter pipeline will be extended in the west bound lanes of East Mill Plain Boulevard from Water Station 5 to Garrison Road, then north in Garrison Road to Northeast 12th Street, and east in Northeast 12th Street to a final connection in the intersection of Northeast 12th Street and 87th Avenue.

The project will provide for full width pavement restoration in Garrison Road between Mill Plain and Northeast 14th Street to repair existing pavement presently in poor condition. The paving repairs are a coordinated effort between Water Engineering and Pavement Management, sharing in the final project costs related to the additional street improvements.

Five bids were opened on July 14, 2020, with the following results:

SUMMARY OF BIDS	
BIDDER	AMOUNT
<i>Tapani, Inc., Battle Ground, Washington</i>	<i>\$4,245,395.94</i>
<i>Nutter Corporation, Vancouver, Washington</i>	<i>\$4,496,524.27</i>
<i>Rotschy, Inc., Vancouver, Washington</i>	<i>\$4,799,319.22</i>
<i>McDonald Excavating, Inc, Washougal, Washington</i>	<i>\$5,125,606.70</i>
<i>Moore Excavating, Fairview, Oregon</i>	<i>\$5,613,463.78</i>
<i>Engineer's Estimate</i>	<i>\$4,500,000.00</i>

Tapani, Incorporated was the lowest responsive and responsible bidder. Tapani has successfully completed at least three similar construction projects of this size and scope in the last 10-years years. The required minimum apprenticeship utilization for this project is 5%. Tapani has submitted documentation with an estimated goal between 5% and 10% showing 6.3% coming from their staff.

Request: Award a contract for the construction of the Water Station 5 Transmission Main project to the lowest responsive and responsible bidder, Tapani, Incorporated of Battle Ground,

Washington, at their bid price of \$4,245,395.94, including Washington State sales tax.

Michelle Henry, Senior Civil Engineer, 360-487-7155

Motion approved the request.

4. NE 68th Street Interlocal Agreement between City of Vancouver and Clark County

Staff Report 107-20

Summary

NE 68th Street between Highway 99 and St. Johns Road is maintained by both the City of Vancouver and Clark County. The City maintains the eastern third of the segment while the County maintains the western two-thirds of the segment. There is not a continuous sidewalk along either side of the street, which presents challenges and safety considerations for pedestrians that walk to nearby Hazel Dell Community Park as well as those accessing the existing transit and commercial destinations located at either end of the corridor.

The City and County have received two pedestrian grants totaling \$1.7 million. These funds coupled with a local match will facilitate construction of a continuous sidewalk along the south side of NE 68th Street between Highway 99 and St. Johns Road. The City and County are currently coordinating the engineered design of the project. The County will facilitate the environmental permitting and right-of-way acquisition for the entire project and will also be responsible for administering the construction contract.

The attached Interlocal Agreement sets forth the financial and grant administration requirements for each agency as well as the responsibilities for each agency in the completion of the sidewalk project.

There will be no City Apprenticeship requirements for this project because federal guidelines for grant projects do not allow for the inclusion of local agency apprenticeship programs.

Request: Authorize the City Manager or his designee to execute the attached Interlocal Agreement on behalf of the City of Vancouver.

Hassan Abdalla, Engineering Manager, 360-487-7704; Ryan Lopossa, Streets and Transportation Manager, 360-487-7706

Motion approved the request.

5. Accept and record a Deed-of Right on George and Hazel Stein Neighborhood Park as required by the Washington Recreation and Conservation Office grant agreement (RCO #18-1679A)

Staff Report 108-20

Summary

The Stein acquisition project was completed in 2016 with authorization from City Council on May 23, 2016. The property was acquired under a Waiver of Retroactivity from the RCO to preserve the department's ability to seek a grant for acquisition of the property prior to completion of a grant agreement.

On June 10, 2019, RCO officially awarded the City \$235,415 from Washington Wildlife and Recreation Program (WWRP-Local Parks Parks) for acquisition costs associated with the George and Hazel Stein Neighborhood Park properties. Per RCO requirements, a Deed-of-Right (DOR) must be authorized and recorded prior to the release of grant funding. The Deed-of-Right is a covenant that specifies that the land is retained and managed in a manner consistent with the original intent of the grant program by committing the site to public outdoor recreational purposes in perpetuity. The attached Deed of Right is consistent with standard RCO format guidelines and grant requirements. Execution of the document will enable Park staff to complete the grant reimbursement process for release of the reimbursement funding within the grant agreement timeframe.

Request: Accept and authorize the City Manager, or his designee, to execute the Deed of Right and direct the signed document be recorded and forwarded to the state as required by the Project Agreement.

Monica Tubberville, Senior Planner, 360-487-8353

Motion approved the request.

6. Collective Bargaining Agreement with Vancouver Fire Department Guild

Staff Report 109-20

Summary

The labor group consisting of the Fire Marshal's Office personnel including the deputy fire marshal 1 and 2, lead deputy fire marshal, fire plan

examiner, resource service technician, and fire code officer classifications petitioned and were approved by the Public Employment Relations Commission (PERC) to change their labor representation to the Vancouver Fire Department Guild. The change in representation caused the need to negotiate a new contract between the City and the Vancouver Fire Department Guild. The parties were able to work through a collaborative process and consensual decision making for a new three-year agreement. The labor agreement is being brought to Council for approval.

Request: Authorize the City Manager or his designee to sign and thereby ratify the 2020-2022 Collective Bargaining Agreement with the Vancouver Fire Department Guild.

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

Motion approved the request.

7. Street vacation of partially improved right-of-way associated with the alley connecting U Street and Fort Vancouver Way

Staff Report 110-20

A RESOLUTION fixing September 21, 2020, as the date for a public hearing on a proposal to vacate the public right-of-way associated with the alley connecting U Street and Fort Vancouver Way, on the south side of Fourth Plain Blvd, located within a portion of Rowley's Eighth Addition, in the Southeast Quarter of Section 23, Township 2 North, Range 1 East, Willamette Meridian, City of Vancouver, Clark County, Washington.

AN ORDINANCE vacating the right-of-way associated with the alley connecting U Street and Fort Vancouver Way, on the south side of Fourth Plain Blvd, located within a portion of Rowley's Eighth Addition, in the Southeast Quarter of Section 23, Township 2 North, Range 1 East, Willamette Meridian, City of Vancouver, Clark County, Washington; and providing for an effective date.

Summary

The City has received a request from Clark Community College District No. 14 Foundation (the Applicant) to vacate a portion of public alley connecting U Street to Fort Vancouver Way, located on the south side of Fourth Plain Blvd. The right-of-way is specifically located within a portion of Rowley's Eighth Addition, within the Southeast Quarter of Section 23, Township 2 North, Range 1 East, Willamette Meridian.

The alley right-of-way extends from the east side of the U Street right-of-way eastward approximately 120 feet where it connects to the right-of-way for

Fort Vancouver Way. This right-of-way has historically been used to provide property access to the adjoining properties, and is roughly paved, with no sidewalk, curb or gutter. The physical connection of this alley to Fort Vancouver Way was abandoned and blocked in 2016 with the construction of a stop for The Vine bus rapid transit system at this location.

Staff has reviewed the City's Transportation System Plan and determined there is no future need for this portion of alley right-of-way. Therefore, vacation of this alley right-of-way will have no adverse impact on the City's transportation assets. Staff has contacted all private utility owners with facilities potentially located within the alley right-of-way to be vacated; there are no known private utilities identified within the right-of-way. Also, the alley right-of-way contains no known City of Vancouver utilities.

Generally under VMC 11.05.130, the property associated with a vacated street belongs to the abutting property owners, one-half to each, subject to vested property rights. Multiple parcels adjoin the alley right-of-way to be vacated. The single parcel on the south side of the alley is owned by the State of Washington and is part of the Clark College campus. The parcels on the north side of the alley are owned by the Applicant. The Applicant has contacted the State and they have agreed to release all interest in the subject right-of-way, allowing the applicant to obtain the entirety of the area to be vacated. A letter from the State of Washington Department of Enterprise Services is attached.

RCW 35.79.030 and VMC 11.05.120 authorize, but do not require, the City to collect compensation for the value of public right-of-way that is vacated. Based on a property value analysis of this area, the value of the subject right-of-way is estimated to be \$27,952. City Council may pass an ordinance to vacate a property without requiring compensation for such vacation where: (1) the property was not acquired at City expense; (2) the subject property is not needed for public travel either now or in the foreseeable future; and (3) the City's maintenance or upkeep of the subject property is unrelated to its use for public travel.

Records indicate that the subject area of right-of-way was dedicated in 1905 as part of the plat for Rowley's Eighth Addition; it appears that the City incurred no cost in obtaining this right-of-way. Because the physical connection of this alley to Fort Vancouver Way was abandoned with the construction of The Vine bus rapid transit system, there is no present or future transportation needs associated with this portion of alley right-of-way. In addition, vacation of the right-of-way will facilitate the Clark College Foundation's plans for redevelopment of this area as a gateway to the Clark College campus in support of the public higher education mission. As a part of that development, Clark College will provide improved pedestrian circulation facilities between Fourth Plain Blvd. and Fort Vancouver Way. Based on these circumstances, per the provisions of VMC 11.05.120(D),

staff recommends that no compensation be required for the vacated right-of-way.

The vacation process for this right-of-way was originally initiated March 2, 2020, with Council approval of a resolution of intent to set a public hearing on the proposed vacation for April 6, 2020. That public hearing was canceled due to restrictions to the types of actions public agencies were allowed to take during the Governor's Stay Home Stay Healthy order in response to the COVID-19 pandemic. Those restrictions have since been lifted, and staff is requesting the vacation process for this alley be re-initiated at this time.

Request: On Monday, August 24, 2020, adopt a resolution of intent and approve ordinance on first reading to vacate a portion of public alley connecting U Street to Fort Vancouver Way, located within the Southeast Quarter of Section 23, Township 2 North, Range 1 East, Willamette Meridian, and within Rowley's Eighth Addition, setting the date of public hearing for September 21, 2020.

Eric Hahn, Senior Civil Engineer, 360-487-7702; Ryan Lopossa, Streets and Transportation Manager, 360-487-7706

Mayor McEnemy-Ogle read the title of the ordinance into the record

Councilmember Fox asked where revenue collected for a right-of-way vacation is deposited. Ryan Lopossa, Streets and Transportation Manager, explained those revenues would be deposited into the City's general fund to go towards future work.

Councilmember Fox noted that for Item 7, staff recommends not collecting compensation for the vacation, but does recommend the City collect compensation under the Item 8 right-of-way vacation. She stated that the City is currently dealing with impacts to the transportation budget, and it would be useful to collect compensation for both vacations. She asked whether the value anticipated being returned for the future work related to the vacation under Item 7 is equivalent to what the compensation would be if it were requested for the vacation.

Mr. Lopossa stated that the Clark College vacation, Item 7, meets the City's tests wherein staff would typically recommend no compensation, and the difference between that request and the vacation under Item 8 is that Clark College will eventually be developing the property to be vacated under Item 7 to provide a future public benefit, whereas the vacation under Item 8 would primarily benefit a private developer.

Councilmember Fox requested more information about how the College plans

to develop the subject property under Item 7. Mr. Lopossa stated that property is within the Fourth Plain corridor, and there are enhanced pedestrian features that will be installed along the frontage of Fourth Plain Boulevard and Fort Vancouver Way. He stated that City staff will work with the college to ensure pedestrian connectivity throughout the property, such as a shortcut for pedestrians trying to get to the college from Fourth Plain.

Councilmember Stober stated it would be helpful to have representatives from Clark College appear before the Council at some point in the future to discuss the college's future vision for the campus. City Manager Eric Holmes stated staff would reach out to the college to arrange a future briefing.

Motion adopted Resolution M-4087 to approve the request.

8. **Street vacation of approximately 5,193 square feet of unimproved street right-of-way associated with E 5th Street, located west of Grand Boulevard**

Staff Report 111-20

A RESOLUTION fixing September 21, 2020 as the date for a public hearing on a proposal to vacate a portion of E 5th Street right-of-way located west of Grand Boulevard. The right-of-way is located within the Southeast Quarter of Section 26, Township 2 North, Range 1 East, Willamette Meridian.

AN ORDINANCE vacating a portion of public right-of-way, associated with E 5th Street located west of Grand Boulevard, and situated within the Southeast Quarter of Section 26, Township 2 North, Range 1 East, Willamette Meridian, City of Vancouver, Clark County, Washington; and providing for an effective date.

Summary

Staff has received a request from the applicant, Lee-Way Development Company LLC, to vacate a portion of E 5th Street right-of-way located west of Grand Boulevard. The right-of-way is specifically located within the Southeast Quarter of Section 26, Township 2 North, Range 1 East, Willamette Meridian.

The right-of-way to be vacated contains no public street improvements. Staff has reviewed the City's Transportation Systems Plan and determined there is no future need for this right-of-way to accommodate public travel. Therefore, vacation of this right-of-way will have no adverse impact on the City's transportation assets.

Staff has contacted all utility owners with facilities potentially located within the subject area. The City of Vancouver has no utilities within the area of the proposed vacation. Clark Public Utilities and Century Link have lines

running adjacent to but just outside the proposed vacation area; these facilities will remain within the existing right-of-way. Therefore, no utility easements are required in the proposed vacation area.

Pursuant to VMC 11.05.130, the property associated with a vacated street shall belong to the abutting property owners, one-half to each. The right-of-way to be vacated is adjoined only by the parcel represented by the applicant and that portion of E 5th Street maintained by the City. Therefore, the entirety of the area to be vacated will become part of the applicant's parcel.

RCW 35.79.030 provides for, but does not require, the City to collect compensation for the value of public right-of-way that is vacated. Further, VMC 11.05.120 stipulates provisions for the City to calculate and collect compensation for vacated public right-of-way. Property records indicate that the subject area of right-of-way was dedicated in 1942 to the State of Washington to accommodate the 5th Street corridor, which served as a segment of the primary access route to the Kaiser Shipyards from downtown Vancouver. Subsequently, the City received the right-of-way from the State as part of transfers of public streets during annexations of the area.

The City incurred no cost in obtaining the right-of-way. The City has not constructed any street improvements within the subject right-of-way, does not intend to construct any future improvements, and has historically performed no maintenance of this right-of-way area. With this vacation, the subject right-of-way will be returning to the property from which it originated.

However, per the stipulations of VMC 11.05.120(C), when vacated properties have been part of a dedicated public right-of-way for 25 years or more, the applicant must compensate the City in an amount equal to the full fair market value of the property to be vacated. In addition, vacation of the subject right-of-way will provide a direct benefit for private development. Therefore, staff recommends that full compensation be required for the vacated right-of-way. An analysis of the County Assessor's records for similar properties in the vicinity of the proposed vacation area resulted in an estimated property value equal to \$6.30 per square foot. The total area of the proposed vacation is 5,193 square feet. This results in a total estimated property value equal to \$32,716. This sum shall be remitted to the City prior to the right-of-way vacation becoming effective.

Request: On Monday, August 24, 2020, adopt a resolution of intent and approved ordinance on first reading to vacate a portion of public right-of-way associated with E 5th Street located within the Southeast Quarter of Section 26, Township 2 North, Range 1 East, Willamette Meridian, setting the date of public hearing for Monday, September 21, 2020.

Eric Hahn, Senior Civil Engineer, 360-487-7702; Ryan Lopossa, Streets and Transportation Manager, 360-487-7706

Mayor McEnemy-Ogle read the title of ordinance into the record.

Motion adopted Resolution M-4088 to approve the request.

9. **Continuation of a temporary moratorium on the acceptance and processing of applications for permits for the development of new structures; the expansion of existing structures; or subdivisions in the Tower Mall area**

Staff Report 112-20

AN ORDINANCE declaring an emergency and continuing a temporary moratorium for the duration of six months upon the acceptance and processing of applications for permits for the development of new structures; the expansion of existing structures; or subdivisions in the Tower Mall area as defined herein; establishing six months as the tentative effective period of this ordinance; and establishing an immediate effective date.

Summary

The Heights District Subarea is identified as a future urban center in the City of Vancouver Comprehensive Plan. In order to establish a vision for the area and guide its future growth and development, the City of Vancouver is undertaking a subarea planning process for the Heights District. In June 2017, the Vancouver City Council approved the purchase of an 11.83-acre parcel known as the Tower Mall site. Following the purchase of the property, Council adopted a six-month development moratorium for the site and adjacent properties in the Tower Mall area, and has adopted six subsequent ordinances continuing the temporary moratorium, in November 2017, May 2018, November 2018, April 2019, October 2019, and March 2020. This temporary moratorium prohibits the acceptance and processing of applications for permits for the development of new structures, the expansion of existing structures, or subdivisions in the Tower Mall area.

After purchase of the Tower Mall site in May 2017, the City initiated a subarea planning process for the 205-acre Heights District. Over the last two years, City staff and a consultant team have conducted extensive public outreach on the future of the Heights District, including one-on-one meetings, focus groups, group presentations, large public open houses, and online surveys. Staff have heard from a variety of stakeholders, including neighborhood associations, property owners, residents,

Vancouver Public Schools, C-TRAN, the faith community, social service providers, non-profit organizations, community members with mobility challenges and people with disabilities, and a 20-member Community Advisory Committee that met monthly throughout much of the planning process and helped guide project decision-making.

In addition to public outreach, the project team has completed a detailed technical analysis of existing land use, transportation, and environmental conditions, as well as a feasibility study to determine what future uses and development typologies the market will support. Information gathered through the public outreach process, technical analysis, and market study informed the development of conceptual redevelopment alternatives for the Tower Mall Area, which were presented to the public in fall 2018 for input and feedback. Based on this public engagement and guided by the project goals, a draft redevelopment concept for the Tower Mall area was developed and made available for public review starting in April 2019. The draft redevelopment concept responds to public input that highlights the need for programmable open space, safer mobility and increased connectivity, a variety of housing types, and amenities that encourage community integration and support health, equity and wellness.

In the second half of 2019, the project team continued to refine the Redevelopment Plan for the former Tower Mall, and incorporated this into a draft Heights District Plan that includes policies and recommendations for the entire District as well as those specific to the Redevelopment Area. District-wide recommendations related to land use, transportation, housing, economic development, parks and open space, and sustainability are included in the draft plan.

A public comment draft of the plan was released in November 2019, in advance of planned workshops with the Planning Commission and the City Council. Based on feedback gathered through ongoing public engagement, the draft plan was refined and an updated draft was released in January of this year. Along with the updated Plan document, a Draft Environmental Impact Statement (DEIS) was also released on Jan. 23, and provided an analysis of environmental impacts and mitigation measures for the project alternative. In response to public feedback, the DEIS public comment period was extended from 30 to 120 days, and closed on May 22, 2020. On July 10, 2020, the Planned Action Final Environmental Impact Statement (FEIS) for the Heights District Plan was released, and included a new chapter that listed all questions and comments received through the Draft EIS public comment period, and provided responses to all substantive comments.

In July 2020, staff initiated a series of four workshops with Council to review the Heights District Plan recommendations in detail, in advance of a public hearing for adoption of the Plan. Following these and a first reading on

August 10, 2020, Council adopted the Heights District Plan on August 17, 2020

Forthcoming policy and regulatory updates are necessary to ensure future development aligns with the vision articulated in the Heights Plan. This includes the adoption of a new Heights Mixed Use zoning district and associated standards and design guidelines. This process is underway and staff anticipates holding workshops with the Planning Commission and Council this fall in advance of proposed adoption in early 2021.

Continuation of the moratorium allows staff the time to complete the subarea planning process that is underway, specifically the development of updated zoning standards and design guidelines. A continuation of the temporary moratorium is necessary to ensure that future development aligns with the vision articulated in the forthcoming plan.

Request: On August 24, 2020, approve ordinance on first reading, setting date of second reading and public hearing for Monday, September 14, 2020.

Rebecca Kennedy, Long Range Planning Manager, 360-487-7896

Mayor McEnemy-Ogle read the title of the ordinance into the record.

Motion approved the request.

10. Approval of purchase of office furniture through the US Communities contract #4400003404 from System Source exceeding the \$300,000 threshold.

Staff Report 113-20

Summary

The country has recently been affected by the pandemic known as COVID-19. This pandemic has required the City of Vancouver to utilize remote working for the majority of employees working out of City Hall.

The current cubicle furnishings located at City Hall will not allow employees to return to the office and meet the requirements of a safe work station. In order to create the correct work station, the City will need to increase the height of the panels by 30 inches. This would create a 6-foot height around each work station which will allow the existing furniture to meet the height and/or distance requirements for a safe work environment.

Systems Source is the local distributor for Knoll furnishings. The contract is

good until December 31, 2020. The City has requested that Systems Source provide the product to complete this project. The cost of this project is \$342,304.09, including installation and sales tax. This will allow modification of approximately 200 work stations located at City Hall.

This project is eligible for CARES funding. The City will be requesting reimbursement for these costs through the CARES Act grant.

Request: On August 24, 2020, approve purchase order with System Source in the amount of \$342,304.09 for the purchase of cubicle panel height extensions for all cubicle furniture located at City Hall.

Linda Carlson, Property Management Specialist, 360-487-8423

Motion approved the request.

11. Approval of Claim Vouchers

Request: Approve claim vouchers for August 24, 2020.

Motion approved claim vouchers for August 24, 2020, in the amount of \$5,528,166.38.

Old Business (Item 12)

12. Vancouver COVID-19 Emergency Response and Presentation of Emergency Order

A RESOLUTION ratifying and confirming Emergency Order 2020-17 as issued by the Vancouver City Manager.

Request: Adopt a resolution ratifying Emergency Order 2020-17.

Eric Holmes, City Manager

City Manager Eric Holmes provided a brief operation update on the City's COVID-19 response and a summary of the emergency order presented for Council ratification.

Motion by Councilmember Hansen, seconded by Councilmember

Paulsen, and carried unanimously to adopt Resolution M-4089 ratifying Emergency Order 2020-17.

Citizen Forum (up to 90 minutes)

Mayor McEnerny-Ogle opened the Citizen Forum and received the following testimony:

- Holly Williams, Vancouver, expressed concerns about recent public demonstrations targeting City employees at their private homes and requested the City regulate the time, place and manner of public demonstrations as it is able to ensure the safety of employees and public officials.
- Carmen Deleon, Vancouver, expressed concerns with tenants of housing provided by Share and behavior of Share staff.
- Don Steinke, Vancouver, urged the City to further regulate the use and installation of natural gas in developments within the City.
- Cathryn Chudy, Vancouver, urged the City to express opposition to liquefied natural gas developments in the region and incorporate the current moratorium on large-scale fossil fuel facilities into City code.
- Glen Yung, Vancouver, requested the City establish a Citizens Advisory Committee to consult on all future implementation phases of the Heights District; he also requested the City place a higher priority on updating the multifamily tax exemption program and provide more avenues for residents to own homes.
- Randal Friedman, Camas, Washington, urged the City to use the development of the former HP campus in east Vancouver to create a clean energy development in collaboration with HP and establish an ad hoc committee to create a blueprint on how clean technology could make Vancouver a new desired business location for the 21st century.

There being no further testimony, Mayor McEnerny-Ogle closed the Citizen Forum.

Adjournment

7:11 p.m.

Anne McEnerny-Ogle, Mayor

Attest:

Natasha Ramras, City Clerk

Meetings of the Vancouver City Council are electronically recorded on audio and video. The audio files are kept on file in the office of the City Clerk for a period of six years.

To: Vancouver City Council and Staff
Re: Fossil Fuel Moratorium

August 24, 2020
From: Cathryn Chudy, Vancouver WA

Today, a reckless and dangerous federal rule went into effect that we in Vancouver, as well as all rail communities through the Pacific Northwest should pay attention to. The rule was fast-tracked by the current administration whose agenda has been to expand America's for-profit fossil fuel exports.

Specifically, the rule allows unit trains to transport up to 30,000 gallons of liquified natural gas (LNG) per tank, with no limits on the number of LNG tanker cars in a particular train, and no restrictions on the routes these trains will travel.

Why should Vancouver care about this? The new rule allows these “bomb trains” to pass through dense population centers. According to Earthjustice, “the liquified natural gas from just one rail tank car - without even considering a whole train - could be enough to destroy a whole city.” These are called “bomb trains” because in the case of any loss of containment, LNG rapidly expands by 600 times its volume to become a highly flammable gas.

Earthjustice points out that the rule now in effect allows transport of this highly flammable gas in untested tanker cars which are based on DOT-113 rail cars which have experienced numerous failures while transporting other, less dangerous cargoes. To make matters even worse, the rule sets a voluntary speed limit of up to 50 mph through densely-populated cities, even though officials at the Federal Railroad Administration note that tank cars are unlikely to survive impacts of even 30 mph.

Earthjustice is suing on behalf of a coalition of organizations to challenge the rule; 14 states and the District of Columbia are also suing. The National Transportation Safety Board and the National Association of State Fire Marshals oppose the rule as well, citing public safety and first responder risks.

In light of this latest federal push putting fossil fuel profits over the health and safety interests of the general public, Vancouver's Fossil Fuel Moratorium must be implemented into our city ordinance in a way that provides the strongest protection for our community. The Pacific Northwest is a target for fossil fuel exploitation, with the end goal being export for insatiable industry profit, not local benefit. Our power in protecting our city lies in local action, which is where the Moratorium turning into a protective ordinance comes into focus. Saying “NO” to bulk storage facilities that would handle these volatile and dangerous fossil fuels posing tremendous risks and no benefit to our community, is more than ever essential.

We often hear industry advocates warning us of “unintended consequences” of putting any limitations or restrictions on the business of fossil fuels they seek to continue profiting from, and exemptions that water down the protections that we seek. Please resist those warnings. Industry profits are simply not worth our health and safety. The action you can take as our elected representatives to implement a strong ordinance will lower the risks for “unintended consequences” of catastrophic outcomes that for now at least are foreseeable and preventable. That is all we are asking you.

What You Should Know About Liquefied Natural Gas and Rail Cars

Under current federal law, it's considered too dangerous to carry liquefied natural gas in tank cars. The Trump administration is attempting to change that.

Aug. 18, 2020

The explosion risk of transporting volatile liquefied natural gas in vulnerable tank cars through major population centers is off the charts.

Yet the Trump administration is finalizing a rule that would allow trains to travel the country filled with an unprecedented amount of explosive liquefied natural gas. The National Transportation Safety Board and the National Association of State Fire Marshals have objected to the proposed rule.

Earthjustice has filed a legal challenge to stop these “bomb trains.”

Here's what you should know:

How dangerous is it to transport liquefied natural gas by rail tank cars?

The liquefied natural gas from just one rail tank car — without even considering a whole train — could be enough to destroy a city.

It would only take 22 tank cars to hold the equivalent energy of the Hiroshima bomb. A train of 110 tank cars filled with liquefied natural gas would have five times the energy of the Hiroshima bomb.

In the event of any loss of containment, liquefied natural gas rapidly expands by six hundred times its volume to become a highly flammable gas — and can turn into a “bomb train.”

Since liquefied natural gas must be contained in a pressurized and temperature-controlled storage unit, it can also produce a BLEVE — “boiling liquid expanding vapor explosion.”

During a BLEVE, pressurized liquid ‘explodes’ both chemically and physically (simultaneously vaporizing and combusting). A BLEVE creates three primary dangers:

- A blast wave,
- Projections of the container fragments, and
- In the case of flammable vapors, a fireball.

What is the current law?

Under current federal law, it's considered too dangerous to carry liquefied natural gas in tank cars.

Liquefied natural gas can only be transported by ships, truck, and — with special approval by the Federal Railroad Administration — by rail in approved United Nations portable tanks.



A UN portable tank.

UN portable tanks are relatively small tanks that can be mounted on top of semi-truck trailer beds or on railcars.

By contrast, **tanker rail cars** can hold roughly three times the volume of the UN portable tanks.

The government has allowed two isolated experiments on Alaska and Florida rail lines with companies transporting liquefied natural gas inside the UN portable tanks, but not in rail cars. In December, the Trump administration gave approval for one company to transport the dangerous cargo in rail cars — the first time in U.S. history — through populated areas in Pennsylvania and New Jersey. The new proposed rule would expand that approval for companies to transport liquefied natural gas throughout the entire nation.



Tanker rail cars.

Have there been disasters involving liquefied natural gas?

Yes. In one of the worst examples of this danger, 131 people were killed, countless people were

injured, and a square mile of Cleveland, Ohio, was destroyed when liquefied natural gas escaped from a tank farm, flowed into the city's sewer system and ignited in 1944.

In the numerous explosions that followed, temperatures soared to 3,000°F, streets blew up, with one explosion opening a crater 25 feet deep, 30 feet wide, and 60 feet long.

Are rail tanker cars vulnerable to explosive disasters?

Yes. In 2013, a train carrying crude oil — less explosive than liquefied natural gas — derailed in Lac Mégantic, Quebec.

The resulting fire led to BLEVEs — “boiling liquid expanding vapor explosions” — of numerous tank cars, which leveled the town center and killed 47 people.

A BLEVE of a liquefied natural gas tank car would be expected to produce a fireball up to a mile wide and would be significantly more powerful than what happened in Lac Mégantic.

Why are liquefied natural gas rail shipments now being proposed?

On April 10, 2019, President Trump issued an executive order directing the Pipeline and Hazardous Materials Safety Administration to initiate rulemaking to allow liquefied natural gas transport by rail.

On July 24, 2020, the Pipeline and Hazardous Materials Safety Administration published a final rule to allow liquefied natural gas transport by rail in a new, untested tanker car. This untested tanker car will be heavier than almost all freight on our rails, which could have unforeseen consequences.

The class of rail cars the new tank car is based on — DOT-113 rail cars — have experienced numerous failures while transporting other, less dangerous cargoes.

How is the rule dangerous?

The Pipeline and Hazardous Materials Safety Administration’s rule proposes no restrictions on the number or distribution of liquefied natural gas tanker cars in a particular train, nor on the routes these trains may travel.

Under the rule, bomb trains would be subject to a voluntary speed limit of up to 50 mph through densely-populated cities.

Officials at the Federal Railroad Administration have noted that tank cars are unlikely to survive impacts at even 30 mph.

Have other federal agencies expressed concerns?

The National Transportation Safety Board says that allowing liquefied natural gas to be moved in railroad tank cars “would be detrimental to public safety,” and notes that the rule would allow the explosive substance to move across the U.S. in “unvalidated tank cars and lacking operational controls that are afforded other hazardous materials such as flammable liquids.”

In addition, the National Association of State Fire Marshals commented that, in the new rule, the federal Pipeline and Hazardous Materials Safety Administration “is not proposing any additional safety requirements on these rail cars, or the trains which transport them, despite the potential hazards of LNG product.”

The Fire Marshals added: “The combination of a lack of information with no increased safety measures is a dangerous proposition. This only serves to put the public and our first responders at even greater risk.”

In one report, the federal General Accounting Office noted that an accident involving only five rail tank cars loaded with liquid propane gas exploded over an area half a mile by three-quarters of a mile and was felt 45 miles away. Debris from the fire and explosions covered 20 blocks of Decatur, Illinois.

The General Accounting Office only considered the risk of propane tanker car explosions in its report (since liquefied natural gas tankers are not allowed due to danger), but the General Accounting Office’s concerns are equally applicable to the concerns about carrying liquefied natural gas in rail tankers:

- LPG cars travel through densely populated areas of cities, even cities which prohibit LPG storage. If large amounts of LPG or its vapor get into the sewers, subways, and other subterranean ducts in a big city, it could lead to a catastrophe.
- Sabotage of LPG cars or the trains they are part of would not be difficult.

This is precisely what happened in the Cleveland’s 1944 liquefied natural gas disaster, where liquefied natural gas spilled from a facility and flowed into the storm water system, where it vaporized and spread out under a square mile section of the city.

The final rule does not adequately address these concerns.

What's happening now?

On Aug. 18, 2020, Earthjustice filed a legal challenge to the Pipeline and Hazardous Materials Safety Administration's rule on behalf of the Center for Biological Diversity, the Clean Air Council, the Delaware Riverkeeper Network, the Environmental Confederation of Southwest Florida, the Mountain Watershed Association, and the Sierra Club. The legal action was filed in the U.S. District Court of Appeals, D.C. Circuit.

"It would only take 22 tank cars to hold the equivalent energy of the Hiroshima bomb," said Earthjustice attorney Jordan Luebke. "It's unbelievably reckless to discard the critical, long-standing safety measures we have in place to protect the public from this dangerous cargo. That's why we're filing this challenge."

The public comment period on the Pipeline and Hazardous Materials Safety Administration's proposed rule to allow trains to travel the country filled with an unprecedented amount of liquefied natural gas closed on Jan. 13, 2020. (See what the public had to say.)

Earthjustice attorneys submitted comments opposing the proposed rule, on behalf of the Center for Biological Diversity, Clean Air Council, Delaware Riverkeeper Network, Environmental Confederation of Southwest Florida, Mountain Watershed Association, and Sierra Club.

Read the comments:

There is a document reader at the link below, (the conclusion of the article) which allows you to read the 98 page comment document submitted by Earthjustice to the Pipeline and Hazardous Material Safety Administration (Dept. of Transportation, Washington DC) on January 13, 2020, objecting to the proposed rulemaking.

<https://earthjustice.org/features/liquefied-natural-gas-lng-by-rail-tanker-car>

2021 Legislative Session Preview



September 21st, 2020
Brian Enslow, Arbutus Consulting
w/ Aaron Lande, Senior Policy Analyst

Session Context: Covid-19 Pandemic

Impacts to our Local and State Economy

- June Forecast vs Actual Revenue Collections

Backlog of Fiscal and Policy Changes

- Furloughs, early action savings, etc.

Session Context: Elections

Delegation

Statewide Perspective

Implications for Next Session

- Control/Leadership changes not likely
- Margins not likely to change much in either direction

Governor/Lt. Governor's Race

Session Context: Social Justice/Civil Action

Statewide Police Reform

Elections/Election Reform

General Re-examining of the Social Contract

- Healthcare
- Housing
- Tax Structures

What to Expect in January

First Time Meeting “In-Person” since March 12th

Impacted Capacity for Throughput

Other States have had limited scope of issues

Statewide Policy Issues

Operating Revenue

- Maintain existing and support additional flexibility
- Additional revenue tools

Police Reform

- “Defund” the police....State plays limited role in funding local
- Training
- “Policing” of the Police

Statewide Policy Issues...continued

Protecting our Most Vulnerable

- Housing instability
- Mainstreet: Local businesses and the local economy
- Supporting our public service employees

Potential Transportation Items

Transportation Revenue Package:

- I-5 Bridge
- West Seattle Bridge, emerging issues...
- Impact of operating revenue and elections

Potential Transportation Items...continued

Local Transportation Projects

- NE 137th Avenue, NE 49th Street – NE Fourth Plain Boulevard: \$4 million
- Fruit Valley Road @ 78th Street: \$3 million
- 68th Street sidewalks joint request w/ County from TIB City Sidewalk Program (CSP) for \$500K; or
- Burnt Bridge Creek Trail crossing at Hazel Dell Avenue

Potential Capital Budget Items

Fourth Plains Commons Next Phase

Redirected Academy Smokestack Funding

Fully Fund Heritage Grant Program:

- U.S. Grant House Re-Roofing Project \$140k

Planning and infrastructure funding for Heights District

Affiliate Requests

AWC

- Operating and Transportation Revenue
- Housing
- Police Reforms

Clark County Transportation Alliance

Washington Wildlife and Recreation Program

Washington Recreation and Park Association



Next Steps

Continue to Work with Staff and Council on Issue Identification and Refinement

Work with Affiliates on Agendas

Prepare “Final” City Legislative Agenda. On Council Agenda for November 16th

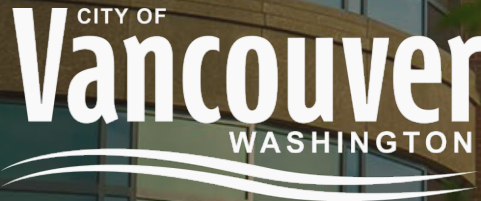
Questions

VANCOUVER
CITY HALL



Brian Enslow, Arbutus Consulting
360.489.8121
brian@arbutusllc.com

Task Force on Council Representation



September 21, 2020

Aaron Lande, Senior Policy Analyst
Jeff Swanson, Consultant/Facilitator

Outline

- Introduction of Task Force Members
- Project Background and Task Force Work to Date
 - Problem Statement Development
 - Identification of Barriers and Approaches
- Public Involvement Plan
- Next Steps

Introduction of Task Force Members

- Mary Elkin
- Tanisha Harris
- Pat Jollota
- Aemri Marks
- Michael Martin
- Diana Perez
- Glen Yung



Task Force Charter as Approved by City Council

“...to identify, develop and recommend practical strategies and policies, including council nomination by district, that supports elected representation on the City Council that more closely reflects the Vancouver community.”

Project Background and Task Force Work to Date

- 13 Meetings Conducted; Public Comment Accepted at Each Meeting; Meeting Venues Varied to Encourage Participation
- Presentations on Topics Including:
 - Council-Manager Form of Government
 - Work of 2019 Charter Review Committee on Districting and Presentation by Districting Expert
 - City of Vancouver Demographics/Distribution
 - Ranked-Choice Voting
 - Diversity, Equity, and Inclusion

Problem Statement

Setting public policy which best serves the public interest requires inclusion of diverse community perspectives. Diversity includes age, color, culture, disability, ethnicity, gender identity or expression, marital status, national origin, race, religion, sex, sexual orientation, geography and socioeconomic status.

There is a perceived lack of diverse representation on the Vancouver City Council and its appointed Boards and Commissions. Direct and indirect representation of underserved groups and neighborhoods in the community needs to improve and increase.

Low rates of citizen engagement, civic participation, and voter turnout highlight the need to increase community access to local government.



Barrier Identification

Adequate representation is inhibited by barriers, including, but not limited to:

- Accessibility of City Council and reduced public input/comment opportunities
- Lack of diversity in positions appointed by City Council
- How and when elections are conducted -
 - Voting methods which induce vote-splitting
 - Elections for City Council being held on odd-numbered years with resulting low voter turnout
- Insufficient staffing capacity to effectively liaison at the neighborhood level
- Lack of understanding of the challenges and barriers faced by diverse candidates for office in both running and winning election
- Inadequate connection to diverse communities and individuals, and lacking understanding of the practical and logistical obstacles which impede engagement

Approaches

- Ranked-Choice Voting*
- Nomination by Geographic District*
- *Hybridized Option
- Approaches to:
 - Empowering Neighborhoods and Communities
 - Increasing Access to City Council
 - Enhancing Existing and Implementing New Strategies for Diversity, Equity, and Inclusion

Empowering Neighborhoods and Communities

- Increased Neighborhood Outreach/Coordination
 - Assign Council Members to Neighborhood Associations
 - Creative Campaign Highlighting Neighborhood Associations
- Invest in Neighborhood Association and Community Organization Relationships
 - Low/No Cost Perquisite for Neighborhood Leaders
 - Regular Updates to City Council on Neighborhood Assoc/Community Orgs
 - Online and In-Person Formats for Neighborhood Association Meetings with Archiving

Empowering Neighborhoods and Communities (cont.'d)

- Invest in Neighborhood Association and Community Organization Relationships
 - Childcare for Neighborhood Association Meeting Attendees
 - DEI Training for Neighborhood Association Leaders
 - Neighborhood Police Officers and Other City Department Reps Regularly Attend Neighborhood Association Meetings
 - Tours of City Operations for Neighborhood Association Leaders
 - Periodic Invitation for Neighborhood Associations to Attend City Council Meetings

Increasing Access to City Council

- Expansion of City Council Size
- Financial Assistance/Campaign Voucher Programs for Candidates
- Charter Amendments to Reduce Incumbency Bias
- Advocate for Changing RCWs to Enable Even-Year Elections
- DEI Training for City Council, Boards and Commissions
- Reduce Citizen Participation Barriers Related to City Council Meetings:
 - Provide ASL Interpretation
 - Provide Transportation

Increasing Access to City Council (cont.'d)

- Reduce Citizen Participation Barriers Related to City Council Meetings:
 - Provide Childcare at City Council, Board and Commission Meetings
 - Deploy Free Internet Access Throughout City
 - Provide Access to Audio/Video Recordings of City Council, Board, Commission, and Task Force Meetings
 - Hold Council Meetings at Varied Locations, Including Town Hall Style Meetings
 - Coordinate with Community Orgs to Create Financial Assistance Programs for Candidates, Including for Boards and Commissions
 - Conduct Regular Listening Sessions, Citizen Forums, and Town Hall Meetings

New/Enhanced DEI Strategies

- Encourage Diverse Candidates and Increase Civic Participation
 - Sponsor Leadership Clark County Participants
 - Prioritize by Policy Appointment of Underrepresented Candidates to Boards and Commissions
 - Review Board/Commission Appointment Process with Equity Lens
 - Coordinate with Community Orgs to Create Financial Assistance Programs for Candidates, Including for Boards and Commissions
 - Engage in Actively Recruiting Candidates from Underrepresented Communities to Serve on Boards and Commissions

New/Enhanced DEI Strategies (cont.'d)

- Encourage Diverse Candidates and Increase Civic Participation
 - New Resident Welcome Information (multi-lingual) Introducing City Officials, Boards, Commissions, and City Contact Info
- Stipends/Perquisites for Board Commission Service
- Additional Outreach Staffing
- Develop Community Leadership Capacity
 - Citizen Academy
 - Conduct Culturally-Relevant Community Forums to Introduce City

New/Enhanced DEI Strategies (cont.'d)

- Develop Community Leadership Capacity
 - Conduct Leadership Training for Boards and Commissions
 - Youth Council
 - Internship Programs
 - “Shadow a Councilmember” Program
- Present to High School Government Classrooms and Encourage Voter Registration

Public Involvement Plan

- Be Heard Vancouver Webpage
- Online Survey
- Promotion on Social Media Channels
- Virtual Engagement Sessions

Next Steps

- Conduct Public Outreach (late September to mid-October)
- Review and Synthesize Public Input (late October)
- Develop Final Recommendations (November)
- Present Final Recommendations to City Council (December)

Questions and Discussion

VANCOUVER
CITY HALL



Aaron Lande, Senior Policy Analyst

360-487-8612

Aaron.Lande@cityofvancouver.us



Staff Report 127-20

TO: Mayor and City Council

FROM: Eric Holmes, City Manager

DATE: 9/21/2020

SUBJECT Interlocal agreement between the City of Vancouver and Clark County for receipt and disbursement of Registered Sex Offender Monitoring Address Verification Program (RSO) grant funding from the Washington Association of Sheriffs and Police Chiefs

Key Points

- Washington State funding supports law enforcement monitoring of registered sex offenders.
- Clark County serves as the fiscal agent and disburses grant funding to the City of Vancouver.
- There are no substantive changes to this agreement, which has been in place since 2008.

Strategic Plan Alignment

Goal 2, Objective 2.1: Provide reliable and responsive police, fire and EMS service.

Present Situation

In July 2020 the Washington Association of Sheriffs and Police Chiefs allocated \$252,038.00 to Clark County and its cities to enhance law enforcement monitoring of registered kidnapping and sex offenders as required by Washington State law (RCW 9A.44.130). Law enforcement officers must provide face-to-face verification at a registered sex offender's place of residence every 3-12 months, based on the level of offense. The Clark County Sheriff's Office coordinates sex offender registration within the county and works with local police departments to ensure compliance in each of the cities. Vancouver Police is responsible for monitoring registered sex offenders and kidnapping offenders who live within the City of Vancouver.

Law enforcement monitoring and residential address verification programs reduce and prevent crime in two ways. First, regular police monitoring provides updated information for Washington State's registry database and public website, which serve as important tools to enhance public safety through community awareness and notification. Second, regular police monitoring serves as a protective factor for the community, as any new crimes may result in arrest, prosecution, and

sentencing.

The Clark County Sheriff's Office has provided an interlocal agreement with the City of Vancouver effective July 1, 2020 – June 30, 2021, disbursing \$95,776.48 for police overtime, training and equipment. WASPC funds must be used to enhance compliance with state requirements for face-to-face verification of a sex offender's address at the place of residency.

Advantage(s)

1. Funding will support the Vancouver Police Department in meeting Washington State requirements for sex offender monitoring, registry updates and community notification.
2. The 12-month grant requires no cash match, retention or local funding. The grant may be renewed annually as Washington State makes additional funding available.
3. Program funding enhances police monitoring of registered kidnapping and sex offenders, enforcing a zero-tolerance message for registry violations and serving as a deterrent for future crimes. Police monitoring also provides updated information for the searchable public website established by the State of Washington to enhance community notification.

Disadvantage(s)

None.

Budget Impact

There is no local funding match or ongoing costs required, and no net impact to the General Fund. The appropriation of revenues and budget for expenditures associated with this grant will come forward as part of the City's next Supplemental Budget Appropriation process.

Prior Council Review

None.

Action Requested

Authorize the City Manager or his designee to execute an interlocal agreement with Clark County for disbursement of grant funds by Clark County for Vancouver Police overtime, training and equipment to support sex offender monitoring in compliance with Washington State law and to take any and all action necessary to enforce the terms thereof.

James McElvain, Chief of Police 360-487-7473; Sara Baynard-Cooke, Assistant City Attorney 360-487-8542; Brenda Tryon, Police Management Analyst 360-487-7497

ATTACHMENTS:

- Interlocal Agreement

To be posted on City of Vancouver website pursuant to Chapter 39, Laws of Washington 2006 (RCW 39.34.040).

RETURN ADDRESS

City of Vancouver
City Clerk's Office
PO Box 1995
Vancouver, WA 98668-1995

CONTRACT NO. _____

**THE STATE OF WASHINGTON
CLARK COUNTY**

**INTERLOCAL AGREEMENT
BETWEEN CLARK COUNTY, WA AND THE CITY OF VANCOUVER, WA
2020-2021 WASPC REGISTERED SEX OFFENDER MONITORING PROGRAM
AWARD**

This Agreement is made and entered into effective July 1, 2020, by and between the County of Clark, hereinafter referred to as the COUNTY, acting by and through its Sheriff; and the City of Vancouver, a first class city of the state of Washington, hereinafter referred to as the CITY, acting by and through its governing body, the Vancouver City Council, witnesseth:

WHEREAS, this Agreement is made under the authority of RCW 39.34.080; and

WHEREAS, the Washington Association of Sheriffs and Police Chiefs (WASPC) as the administering organization of the Registered Sex Offender Monitoring Address and Residency Verification Program (SOM) has allocated funding for local law enforcement to verify the residency and address of registered sex offenders and kidnapping offenders under RCW 9A.44.130; and

WHEREAS, WASPC has designated the Clark County Sheriff's Office to serve as fiscal agent for the aggregate of SOM funds available to law enforcement agencies in Clark County; and

WHEREAS, each governing body, in performing governmental functions or in paying for the performance of governmental functions hereunder, shall make that performance or those payments from current revenues legally available to that party.

NOW THEREFORE, the COUNTY and CITY agree as follows:

Section 1. COUNTY agrees to act as fiscal agent for the aggregate \$252,038.00 of SOM funds.

Section 2. County agrees to provide CITY with up to maximum of \$95,776.48 in WASPC SOM funds, based on the number of registered sex offenders residing in its jurisdiction, to be used for required monitoring of registered kidnap and sex offenders living within the CITY's jurisdiction. COUNTY will make payments quarterly to CITY following completion of performance and after funding is received from WASPC. Payment amounts may change if the total amount to be received from WASPC is changed.

Section 3. Quarterly payments from WASPC to the COUNTY may be withheld if the combined agencies in the Clark County jurisdiction (Clark County Sheriff's Office and six city police departments) fail to meet program requirements outlined in the WASPC award agreement letter (Exhibit A). Therefore, COUNTY will not be responsible for the payment of any funds to the CITY that are not received from WASPC, even if the cause for WASPC's withholding of funds does not involve the CITY or its police department.

Section 4. CITY agrees to timely comply with all performance and reporting obligations required by grant program terms. CITY agrees to provide face-to-face verification of a sex offender's address at the place of residency for each sex offender residing within its jurisdiction:

1. For level I offenders, once every twelve months;
2. For level II offenders, once every six months; and
3. For level III offenders, once every three months.

For the purposes of this grant, unclassified offenders and kidnapping offenders are considered level I offenders unless the local jurisdiction sets a higher classification in the interest of public safety.

In addition, CITY agrees to use funding from this program to send at least one staff person to at least one WASPC Offender Watch User Group and SONAR Committee Meeting. Meeting dates are July 14, 2020, October 13, 2020, January 12, 2021, and April 13, 2021.

Section 5. CITY agrees to enter address verification data into the statewide offender database, OffenderWatch. WASPC will conduct audits of the OffenderWatch records to confirm verification entries and completeness of records.

Section 6. CITY agrees to monitor registered sex offenders residing within its jurisdiction during the time frame for which WASPC SOM funds are received by taking the action set forth in this Agreement.

Section 7: Registration, community notification, and verification of offenders must follow the applicable state statutes (RCWs 4.24.550, 9A.44.130, 9A.44.145, 36.28A.230, etc.).

Section 8. This Agreement shall be effective for the program year defined by the program award as July 1, 2020 through June 30, 2021. The term of this Agreement may be extended up to two (2) times administratively in one (1) year increments by mutual written agreement of both parties, subject to availability of WASPC SOM Program funding. The Clark County Sheriff or his designee shall be the agent of the COUNTY for approving extensions of this Agreement on behalf of the COUNTY; and the Vancouver City Manager or his designee shall be the agent of the CITY for approving extensions of this Agreement on behalf of the CITY.

Section 9. No new legal entity is being created by this Agreement.

Section 10. COUNTY and CITY agree to cover their own administrative overhead costs associated with receipt of WASPC SOM funds.

Section 11. Each party to this Agreement will be responsible for its own actions in providing services under this Agreement and shall not be liable for any civil liability that may arise from the furnishing of the services by the other party.

Section 12. The parties to this Agreement do not intend for any third party to obtain a right by virtue of this Agreement.

Section 13. By entering into this Agreement, the parties do not intend to create any obligations express or implied other than those set out herein; further, this Agreement shall not create any rights in any party not a signatory hereto.

Section 14. Either party may terminate this Agreement by providing thirty (30) days written notification to the other party. In the event of early termination, COUNTY will pro-rate the CITY's final quarterly payment based on the date of termination.

CITY OF VANCOUVER

CLARK COUNTY

Eric Holmes, City Manager

Chuck Atkins, Sheriff

Date

Date

Approved as to form only:

Jonathan Young, City Attorney

Attest:

City Clerk

* By law, the City Attorney's Office and Prosecuting Attorney's Office may only advise or approve contracts or legal documents on behalf of their respective clients. They may not advise or approve a contract or legal document on behalf of other parties. Their review of this document was conducted solely from the legal perspective of their respective clients. Their approval as to form of this document was offered solely for the benefit of their respective clients. Other parties should not rely on this approval and should seek review and approval by their own respective attorney(s).



Staff Report 128-20

TO: Mayor and City Council

FROM: Eric Holmes, City Manager

DATE: 9/21/2020

SUBJECT Interlocal agreement between the City of Vancouver and Clark County for disbursement of Justice Assistance Grant (JAG) funds from the United States Department of Justice

Key Points

- The City of Vancouver and Clark County must co-apply for this grant. Clark County serves as the primary applicant and disburses grant funding to the City.
- There are no substantive changes to this agreement, which has been in place for over 10 years.
- No local match or ongoing costs are required.

Strategic Plan Alignment

Goal 2, Objective 2.1: Provide reliable and responsive police, fire and EMS service.

Present Situation

The United States Department of Justice, Office of Justice Programs, Bureau of Justice Assistance will award Justice Assistance Grant (JAG) funds to Clark County, Washington, in the amount of \$88,459 for the Fiscal Year 2020. JAG funds are intended to support a wide range of activities to reduce and prevent crime based on the needs and conditions of local jurisdictions. Allowable purpose areas include law enforcement equipment and supplies, technology, and training to enhance criminal justice. Clark County will administer this grant and disburse budgeted funds for the Vancouver Police Department through an interlocal agreement. When funding is awarded in late 2020, the City of Vancouver will receive \$50,422 to purchase police equipment, technology and supplies.

Advantage(s)

1. JAG funding will assist the City of Vancouver with police items not currently funded in the

local budget.

2. This grant requires no local match or sustainability and can be used over the next three years.
3. Federal grant funding will enhance police operations and public safety.

Disadvantage(s)

None.

Budget Impact

There is no local funding match or ongoing subsidy required, and no net impact to the General Fund. The appropriation of revenues and budget for expenditures associated with this grant will come forward as part of the City's next Supplemental Budget Appropriation process.

Prior Council Review

None.

Action Requested

Authorize the City Manager or his designee to execute an interlocal agreement with Clark County for disbursement of Justice Assistance Grant (JAG) funds from the United States Department of Justice and take any and all action necessary to enforce the terms thereof.

James McElvain, Chief of Police 360-487-7473; Sara Baynard-Cooke, Assistant City Attorney 360-487-8542 ; Brenda Tryon, Police Management Analyst 360-487-7497

ATTACHMENTS:

- ▣ Interlocal Agreement
- ▣ City Manager Certification

To be posted on City of Vancouver website pursuant to Chapter 32, Laws of Washington 2006 (RCW 39.34.040).

RETURN ADDRESS

City of Vancouver
City Clerk's Office
PO Box 1995
Vancouver, WA 98668-1995

GMS APPLICATION NUMBER 2020-H8543-WA-DJ

CONTRACT NO. 2020-

**THE STATE OF WASHINGTON
CLARK COUNTY**

**INTERLOCAL AGREEMENT
BETWEEN THE CITY OF VANCOUVER, WA AND CLARK COUNTY, WA**

2020 BYRNE JUSTICE ASSISTANCE GRANT (JAG) PROGRAM AWARD

This Agreement is made and entered into this 31th day of August, 2020, by and between Clark COUNTY, acting by and through its governing body, the Clark County Council, hereinafter referred to as COUNTY, and the CITY of Vancouver, acting by and through its governing body, the City Council, hereinafter referred to as CITY, both of Clark County, State of Washington, witnesseth:

WHEREAS, this Agreement is made under the authority of RCW 39.34.080; and

WHEREAS, the Bureau of Justice Assistance (BJA) as the administering organization of the JAG program has certified the COUNTY and the CITY as disparate jurisdictions, requiring that they submit a joint application for the aggregate of funds allocated to them; and

WHEREAS, the BJA requires that the COUNTY and the CITY designate one jurisdiction to serve as applicant/fiscal agent for the joint funds; and

WHEREAS, each governing body, in performing governmental functions or in paying for the performance of governmental functions hereunder, shall make that performance or those payments from current revenues legally available to that party.

GMS APPLICATION NUMBER 2020-H8543-WA-DJ

CONTRACT NO. 2020-

NOW THEREFORE, the COUNTY and CITY agree as follows:

Section 1. COUNTY agrees to act as applicant/fiscal agent for the \$88,459 of aggregate 2020 JAG funds.

Section 2. COUNTY agrees to make \$50,422 of the aggregate fund available to the CITY to be used for local initiatives, technical assistance, training, equipment, supplies, contractual support, and information systems in accordance with the requirements set forth by BJA for JAG funds.

Section 3. CITY agrees to timely comply with all reporting obligations required by grant terms.

Section 4. CITY agrees to maintain and retain accounting and financial records in accordance with Generally Accepted Accounting Principles (GAAP) and the standards of the Office of the Comptroller set forth in the 2017 U.S. Department of Justice (DOJ) Financial Guide, including without limitation in accordance with the Office of Management and Budget (OMB) Circulars, Uniform Administrative Requirements Code of Federal Regulations Title 2, and all other applicable requirements. All of these documents are to be retained for a minimum of six years after the grant has been closed and available for review, upon request, to federal, state and County employees or their agents or officers. Review may occur at any time, even after six years, if the records are still available.

Section 5. CITY agrees not to supplant its local funds with federal and to, instead, use the federal funds to increase the amount of funds that, in the absence of federal aid, would be made available to the CITY to fund programs within the JAG guidelines.

Section 6. CITY agrees to provide the COUNTY with progress reports, financial reports, and audit reports when required by the COUNTY in the form reasonably required by the COUNTY.

Section 7. Each party to this agreement will be responsible for its own actions in providing services under this agreement and shall not be liable for any civil liability that may arise from the furnishing of the services by the other party.

Section 8. The parties to this Agreement do not intend for any third party to obtain a right by virtue of this Agreement.

Section 9. By entering into this Agreement, the parties do not intend to create any obligations express or implied other than those set out herein; further, this Agreement shall not create any rights in any party not a signatory hereto.

Section 10. No separate legal or administrative entity is created by this Agreement and this Agreement does not affect the organization or functions of the parties, except as provided herein.

Section 11. The duration of this agreement shall begin August 31, 2020 and end September 30, 2023.

Section 12. This Agreement may be terminated by either party with thirty (30) days written notice. A final reconciliation of costs and a report of completed activities shall be completed by the City and submitted within 30 days of the end of the quarter.

CITY OF VANCOUVER

CLARK COUNTY COUNCIL

Eric Holmes, City Manager

Eileen Quiring, Council Chair

Approved as to form only:

Temple Lentz, Councilor

Sara Baynard-Cooke, Assistant City Attorney

Julie Olson, Councilor

Attest:

John Blom, Councilor

Natasha Ramras, City Clerk

Gary Medvigy, Councilor

Approved as to form only:

Emily Sheldrick, County Civil Attorney

Attest:

Rebecca Messinger, Clerk to the Board

*** By law, the City Attorney's Office and Prosecuting Attorney's Office may only advise or approve contracts or legal documents on behalf of their respective clients. They may not advise or approve a contract or legal document on behalf of other parties. Their review of this document was conducted solely from the legal perspective of their respective clients. Their approval as to form of this document was offered solely for the benefit of their respective clients. Other parties should not rely on this approval and should seek review and approval by their own respective attorney(s).**

GMS APPLICATION NUMBER 2020-H8543-WA-DJ

CONTRACT NO. 2020-

**U.S. DEPARTMENT OF JUSTICE
OFFICE OF JUSTICE PROGRAMS**

Edward Byrne Justice Assistance Grant Program FY 2020 Local Solicitation

Certifications and Assurances by the Chief Executive of the Applicant Government

On behalf of the applicant unit of local government named below, in support of that locality's application for an award under the FY 2020 Edward Byrne Justice Assistance Grant ("JAG") Program, and further to 34 U.S.C. § 10153(a), I certify to the Office of Justice Programs ("OJP"), U.S. Department of Justice ("USDOJ"), that all of the following are true and correct:

1. I am the chief executive of the applicant unit of local government named below, and I have the authority to make the following representations on my own behalf as chief executive and on behalf of the applicant unit of local government. I understand that these representations will be relied upon as material in any OJP decision to make an award, under the application described above, to the applicant unit of local government.
2. I certify that no federal funds made available by the award (if any) that OJP makes based on the application described above will be used to supplant local funds, but will be used to increase the amounts of such funds that would, in the absence of federal funds, be made available for law enforcement activities.
3. I assure that the application described above (and any amendment to that application) was submitted for review to the governing body of the unit of local government (*e.g.*, city council or county commission), or to an organization designated by that governing body, not less than 30 days before the date of this certification.
4. I assure that, before the date of this certification— (a) the application described above (and any amendment to that application) was made public; and (b) an opportunity to comment on that application (or amendment) was provided to citizens and to neighborhood or community-based organizations, to the extent applicable law or established procedure made such an opportunity available.
5. I assure that, for each fiscal year of the award (if any) that OJP makes based on the application described above, the applicant unit of local government will maintain and report such data, records, and information (programmatic and financial), as OJP may reasonably require.
6. I have carefully reviewed 34 U.S.C. § 10153(a)(5), and, with respect to the programs to be funded by the award (if any), I hereby make the certification required by section 10153(a)(5), as to each of the items specified therein.

Signature of Chief Executive of the Applicant Unit of
Local Government

Date of Certification

Printed Name of Chief Executive

Title of Chief Executive

Name of Applicant Unit of Local Government



Staff Report 129-20

TO: Mayor and City Council

FROM: Eric Holmes, City Manager

DATE: 9/21/2020

SUBJECT Services Agreement with SeaMar Community Services Northwest (SeaMar) for the Washington Association of Sheriffs and Police Chiefs (WASPC) Mental Health Field Response Team Grant Program

Key Points

- This one-year grant for \$314,917 will allow Vancouver to contract for mental health responders to assist law enforcement officers in the field.
- Pass-through funding for SeaMar will provide three new full-time mental health responders plus cell phones, laptops, and transportation costs.
- Grant funds for training and overtime will allow Vancouver Police Department officers to partner with mental health responders to provide proactive outreach and connect individuals with additional resources, services, and treatment options.

Strategic Plan Alignment

Goal 2, Objective 2.1: Provide reliable and responsive police, fire and EMS service.

Present Situation

WASPC recently awarded \$314,917 to the Vancouver Police Department to partner with SeaMar Community Services Northwest to enhance mental health responses. This pilot program will provide mental health professionals to partner with police in connecting individuals with appropriate resources and treatment options. Vancouver was selected for this competitive grant last year, but after months of planning, field deployment was put on hold due to the coronavirus.

The City of Vancouver, Clark County, and SeaMar Community Services are part of a strong local network that includes law enforcement, prosecutors and judiciary, crisis responders, behavioral health services, treatment providers and advocacy organizations. This new initiative builds on the current crisis model, which is highly successful in diverting individuals from the hospital or jail

when other providers are better suited to provide assistance. However, the current system is often at capacity. This grant will add crisis outreach capacity to assist law enforcement officers with calls during peak hours.

Vancouver will partner with SeaMar Community Services Northwest to provide pass-through funding for three new full-time mental health responder positions to assist VPD officers in the field with calls involving individuals in crisis. This will enhance opportunities for early intervention and pre-arrest diversion, improving individual health and safety outcomes and a more effective use of resources. SeaMar will add two Mental Health Professionals and one Peer Support Specialist position to respond during peak call hours.

After a scene is stabilized, mental health responders will respond in teams of two to call locations in the community at the request of law enforcement officers on the scene, in order to maximize safety for all involved. SeaMar mental health professionals are specially trained to provide a clinical evaluation to determine the appropriate level of care and evaluate risk to the individual and the community. The goal of this on-call field-based intervention is to provide effective alternatives to incarceration or hospitalization.

After the scene is stabilized and legal requirements are met, Vancouver Police officers may transition the call to mental health crisis team responders, so that the individual of concern can receive needed behavioral health treatment or services, while law enforcement officers can leave and respond to other emergency calls.

The City of Vancouver will serve as grant administrator and fiscal agent to coordinate grant reporting and reimbursement with SeaMar for eligible grant expenses associated with adding three full-time mental health field response positions, up to a maximum of \$248,389. Clark County Crisis Services had intended to add a part-time designated crisis responder with \$10,240 in grant funds, but will support the project with current staffing instead.

The grant also includes \$56,288 for training and overtime. In addition to the patrol-based callouts for mental health professionals described above, Vancouver Police Department will select specially trained officers to partner with mental health field responders to provide proactive outreach to establish positive relationships, assist with safety planning, and provide resources and support. We will use grant funds to schedule these officers on overtime shifts so they are able to go out in the field with mental health field responders without having to respond to 911 calls.

We are fortunate that WASPC has extended this opportunity for competitive funding, which is effective July 1, 2020 – June 30, 2021. Funding was awarded last year, but after months of planning, implementation was put on hold due to the coronavirus pandemic. No match or retention funding is required.

Advantage(s)

1. This grant will improve access to treatment and services for individuals in crisis by providing mental health responders to assist VPD officers in the field with calls.
2. The program will increase opportunities for early intervention and pre-arrest diversion, promoting more effective use of services.
3. The 12-month grant requires no local match or ongoing costs.

Disadvantage(s)

Ongoing funding to sustain the program has not been identified, and future grants are uncertain.

Budget Impact

There is no local funding match or ongoing costs required, and no net impact to the General Fund. The appropriation of revenues and budget for expenditures associated with this grant will come forward as part of the City's next Supplemental Budget Appropriation process.

Prior Council Review

None.

Action Requested

Authorize the City Manager or his designee to execute a Services Agreement with SeaMar Community Services Northwest to disburse grant funds to enhance mental health field response and take any and all action necessary to enforce the terms thereof.

James McElvain, Chief of Police 360-487-7473; Sara Baynard-Cooke, Assistant City Attorney 360-487-8542 ; Brenda Tryon, Police Management Analyst 360-487-7497

ATTACHMENTS:

- ▢ MHFRT Grant - Service Agreement
- ▢ Exhibit A: WASPC Grant Contract
- ▢ Exhibit B: Statement of Work Project Narrative
- ▢ Exhibit B: Statement of Work 2 Budget Worksheet

To be posted on City of Vancouver website pursuant to Chapter 32, Laws of Washington 2006 (RCW 39.34.040).

RETURN ADDRESS

City of Vancouver
City Clerk's Office
PO Box 1995
Vancouver, WA 98668-1995

**THE STATE OF WASHINGTON
COUNTY OF CLARK**

**SERVICES AGREEMENT
BETWEEN THE CITY OF VANCOUVER, WA AND
SEAMAR COMMUNITY SERVICES NORTHWEST**

**2020 WASHINGTON ASSOCIATION OF SHERIFFS AND POLICE CHIEFS
MENTAL HEALTH FIELD RESPONSE TEAM PROGRAM AWARD
FOR
MENTAL HEALTH FIELD RESPONSE PROGRAM SERVICES**

This Agreement is made and entered into effective July 1, 2020, by and between the City of Vancouver, a first class city of the state of Washington, hereinafter referred to as "CITY", acting by and through its governing body, the Vancouver City Council; and SeaMar Community Services Northwest, a nonprofit corporation incorporated under the laws of the state of Washington, hereinafter referred to as "SEAMAR", witnesseth:

WHEREAS, the Washington Association of Sheriffs and Police Chiefs (WASPC), as the administering organization for the Mental Health Field Response Team program, has awarded competitive funding for grant project MHFRT-2020-001-004 WASPC Mental Health Field Response Team; and

WHEREAS, the WASPC requires that one jurisdiction serve as applicant/fiscal agent for the joint funds;

SEAMAR SERVICES AGREEMENT

WASPC MENTAL HEALTH GRANT NO. MHFRT-2020-001-004

Page 1 of 5

WHEREAS, in applying for WASPC funding for Mental Health Field Response Team activities, CITY contemplated cooperating with SeaMar Community Services Northwest, (hereinafter “SEAMAR”), in carrying out regional Mental Health Field Response activities and planned that SEAMAR would be allotted a portion of the WASPC grant funds awarded.

NOW THEREFORE, CITY and SEAMAR agree as follows:

Section 1. CITY agrees to serve as fiscal agent for the aggregate \$314,917 of WASPC funds awarded.

Section 2. CITY agrees, based on the WASPC Grant Contract and the Statement of Work, which includes the approved Project Narrative and Budget Worksheet attached to this agreement as Exhibits A and B, respectively, and incorporated herein as if fully set forth, to provide SEAMAR reimbursement for eligible grant activities up to a maximum amount of \$248,389 to provide support for mental health field response services in accordance with the requirements set forth by WASPC for MHFRT funds.

SEAMAR agrees that funds are to be used to provide support for the mental health field response team activities detailed in the WASPC Statement of Work, which includes the Project Narrative, Budget Worksheet and other grant application documents incorporated herein. CITY will provide SEAMAR reimbursement no more than monthly but at least quarterly after WASPC approval of expenses and satisfactory performance.

Section 3. SEAMAR agrees to timely comply with all performance and reporting obligations required by WASPC and CITY to fulfill grant terms and requirements, including WASPC grant reporting requirements and timelines to ensure accountability and transparency, and will separately track and report specific outcomes and benefits attributable to use of grant funds under this program.

Section 4. SEAMAR agrees to maintain and retain accounting and financial records in accordance with Generally Accepted Accounting Principles (GAAP) and the standards set forth the Office of Management and Budget (OMB) Circulars, Uniform Administrative Requirements Code of Federal Regulations Title 2, and all other applicable requirements. All of these documents are to be retained for a minimum of six years after the grant has been closed and available for review, upon request, to federal, state and CITY employees or their agents or officers. Review may occur at any time, even after six years, if the records are still available.

Section 5. SEAMAR agrees not to use WASPC MHFRT grant funds to supplant local, federal, or other state funds, or replace any funding which would otherwise be made available; and agrees that WASPC funding received will be tracked, accounted for, and reported separately

from all other funds and will not be co-mingled with funds from any other source, even other federal grants.

Section 6. SEAMAR agrees to provide CITY with data reports, progress reports, financial reports, audit reports, and other materials when required by CITY and in the form reasonably required by CITY.

Section 7. SEAMAR is and shall at all times be deemed to be an independent contractor in the provision of the services set forth in this Agreement. Nothing herein shall be construed as creating the relationship of employer and employee, or principal and agent, between CITY and SEAMAR. SEAMAR shall retain all authority for provision of services, standards of performance, discipline and control of its personnel, and other matters incident to the performance of services by SEAMAR pursuant to this Agreement. Nothing in this Agreement shall make any employee of SEAMAR an employee of CITY for any purpose, including but not limited to, for withholding of taxes, payment of benefits, workers' compensation pursuant to Title 51 RCW, or any other rights or privileges accorded their respective employees by virtue of their employment.

Section 8. SEAMAR agrees to indemnify, defend, save and hold harmless CITY and 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, or whatsoever kind or nature, arising out of, or in connection with, or incident to, the negligent performance of the terms and conditions of this Agreement by SEAMAR.

1. In the event that any suit based on such a claim, demand, loss, damage, cost, or cause of action is brought against the CITY, the CITY retains the right to participate in said suit if any principal of public law is involved.
2. The indemnity and hold harmless shall include any claim made against the CITY by any employee of SEAMAR or subcontractor or agent of SEAMAR, even if the SEAMAR is thus otherwise immune from liability to the workers' compensation statute, Title 51 RCW, except to the extent that such liability arises from the sole negligence of CITY.

Section 9. SEAMAR shall not transfer or assign, in whole or in part, any or all of its rights or obligations under this Agreement without the prior written consent of CITY. SEAMAR shall not subcontract for the provision of any services it is to provide under this Agreement without the prior written consent of CITY.

Section 10. Contract managers, designated by CITY and SEAMAR shall administer this Agreement. Contract managers shall monitor progress in meeting the deliverables of the WASPC Grant and regional Mental Health Field Response Program Service Enhancements as set forth in the Grant Proposal, Exhibit C to this Agreement. During the term of this Agreement, the

respective contract managers will communicate via meetings, telephone or email to relay information, answer questions, or raise concerns.

Section 11. Each party to this agreement will be responsible for its own actions in providing services under this agreement and shall not be liable for any civil liability that may arise from the furnishing of the services by the other party.

Section 12. The parties to this Agreement do not intend for any third party to obtain a right by virtue of this Agreement.

Section 13. By entering into this Agreement, the parties do not intend to create any obligations express or implied other than those set out herein; further, this Agreement shall not create any rights in any party not a signatory hereto.

Section 14. No separate legal or administrative entity is created by this Agreement and this Agreement does not affect the organization or functions of the parties, except as provided herein.

Section 15. The duration of this agreement shall begin July 1, 2020 and end June 30, 2021.

Section 16. This Agreement may be terminated by either party with thirty (30) days written notice. A final reconciliation of costs and a report of completed activities shall be completed by SEAMAR and submitted within 30 days.

SEAMAR COMMUNITY SERVICES NORTHWEST

Rogelio Riojas, Chief Executive Officer

CITY OF VANCOUVER

Eric Holmes, City Manager

SEAMAR SERVICES AGREEMENT

WASPC MENTAL HEALTH GRANT NO. MHFRT-2020-001-004

Page 4 of 5

Approved as to form:

Sara Baynard-Cooke, Assistant City Attorney

Attest:

Natasha Ramras, City Clerk

EXHIBITS:

A. WASPC Grant Contract

B. Statement of Work: Project Narrative and Budget

**Washington Association of
Sheriffs & Police Chiefs**

**Mental Health Field Response Team
Program Face Sheet**

1. **Contractor's Name & Address:** City of Vancouver Police Department
PO Box 1995
Vancouver, WA 98668
2. **Tax Identification No.:** 91-6002288
3. **Contract No.:** MHFRT-2020-001-004
4. **Contractor's Point of Contact:**
Name: Brenda Tryon
Title: Police Management Analyst
Telephone: 360-487-7497
Email: Brenda.tryon@cityofvancouver.us
5. **Contract Period:** July 1, 2020 - June 30, 2021
6. **Funding Authority:** Washington State Criminal Justice Training Commission
and Washington Association of Sheriffs & Police Chiefs
7. **Service Area:** City of Vancouver
8. **Requests for Reimbursement under this CONTRACT are capped at:** \$314,917.00

IN WITNESS WHEREOF, the Washington Association of Sheriffs & Police Chiefs (WASPC) and the City of Vancouver (CONTRACTOR) acknowledge and accept the terms of this CONTRACT and the attachments hereto, and in witness where of have executed this CONTRACT as of the date and year last written below. The rights and obligations of both parties to this CONTRACT are governed by the information on this CONTRACT Face Sheet and other documents incorporated herein by reference: Contract Specific Terms and Conditions; and the Project Narrative and Budget Worksheet which constitute the Statement of Work.

FOR WASPC:

Steve Strachan, Executive Director
Washington Association of
Sheriffs & Police Chiefs
Date: _____

FOR CONTRACTOR:

Name: Eric Holmes
Title: City Manager
Date: _____

**CONTRACT SPECIFIC TERMS AND CONDITIONS
WASHINGTON ASSOCIATION OF SHERIFFS & POLICE CHIEFS
MENTAL HEALTH FIELD RESPONSE TEAMS GRANT PROGRAM**

This AGREEMENT is entered into by and between the WASHINGTON ASSOCIATION OF SHERIFFS & POLICE CHIEFS (hereinafter referred to as WASPC); and the VANCOUVER POLICE DEPARTMENT (hereinafter referred to as the CONTRACTOR).

NOW, THEREFORE, in consideration of the covenants, performances, and promises contained herein, the parties hereto agree as follows:

FUNDING SOURCE

Funding for this CONTRACT is provided to WASPC by the Washington State Legislature, through the Washington State Criminal Justice Training Commission, through the 2019-2021 Operating Budget (funding period of July 1, 2020 through June 30, 2021).

SCOPE OF SERVICES

The CONTRACTOR shall use the state funds awarded hereunder solely for salary and benefits, costs and contracted services, goods and services, and travel and other essential costs to support the further defined by the STATEMENT OF WORK.

SCOPE OF WORK

The CONTRACTOR shall seek to implement the activities and to achieve the goals and objectives of the Mental Health Field Response Teams Program, as set forth in the STATEMENT OF WORK.

SCOPE OF WORK REVISIONS

The CONTRACTOR shall submit to WASPC a written request to effect any significant change to the SCOPE OF WORK as expressed in the STATEMENT OF WORK. Such requests shall be accompanied by a revised STATEMENT OF WORK or other supporting documents, and shall be accepted by WASPC before the activities supporting the revised SCOPE OF WORK qualify as part of the SCOPE OF SERVICES.

BUDGET REVISIONS

The CONTRACTOR shall submit to WASPC a written request to effect any change(s) in the project budget which reflect a cumulative transfer of greater than ten (10) percent in the aggregate among budget line items as indicated on

the CONTRACT Face Sheet. WASPC may approve or deny the request at its sole discretion.

PERFORMANCE STANDARDS

The CONTRACTOR shall perform the services as defined in the STATEMENT OF WORK incorporated herein; in accordance with the budget and estimated expenditure plan, as stated on the CONTRACT Face Sheet and in accordance with the Mental Health Field Response Teams Program, as well as other policies and procedures issued by WASPC.

PERIOD OF OBLIGATION

The CONTRACT period during which financial assistance may be provided is indicated on Line 5 of the CONTRACT Face Sheet. The effective date of this CONTRACT shall be the date the last party signs this CONTRACT.

ALLOWABLE COSTS

Allowable costs shall include costs incurred by the CONTRACTOR from the first date of the CONTRACT period, until the CONTRACT is terminated or expires as provided herein, but in no event shall allowable costs exceed the maximum stated amount of the CONTRACT as provided on Line 8 of the CONTRACT Face Sheet. Costs allowable under this CONTRACT are based on a budget approved by WASPC.

WASPC shall pay to the CONTRACTOR all allowable costs incurred from the first date of the CONTRACT period until this CONTRACT is terminated or expires evidenced by proper expenditure reconciliation report, submitted to WASPC on a timely basis, insofar as those allowable costs do not exceed the amount appropriated or otherwise available for such purposes as stated on the CONTRACT Face Sheet.

NON-SUPPLANTING

The CONTRACTOR shall not use the state funds specified by this CONTRACT to supplant local, federal, or other state funds. The CONTRACTOR shall not use these state funds to replace funding which would otherwise be made available to the CONTRACTOR had the state funds provided by this CONTRACT not been provided.

GRANT ADMINISTRATION

The WASPC Grant Administrator shall be responsible for monitoring the

performance of this CONTRACT, including approval and acceptance of reports provided by the CONTRACTOR. The WASPC Grant Administrator shall provide and facilitate assistance and guidance to the CONTRACTOR as necessary.

PROGRAM ADMINISTRATION

The CONTRACTOR shall notify WASPC of the local program administrator who shall be responsible for the performance of this CONTRACT. The CONTRACTOR shall provide WASPC with the program administrator's name, address, telephone number(s), and any subsequent changes.

DATA COLLECTION

The CONTRACTOR shall utilize the data collection tool provided by WASPC, hereinafter referred to as the WASPC Data Collection Tool, which is the OpenLattice Application. The CONTRACTOR must provide sufficient resources to establish the administrative permissions necessary for the WASPC Data Collection Tool to be fully operational at the time field response begins at the agency. The CONTRACTOR, if not already done so, shall execute the OpenLattice App Use Agreement, which will be separately executed between WASPC, the CONTRACTOR and OpenLattice.

REPORTING REQUIREMENTS

The CONTRACTOR shall submit required reports by the date using required forms according to procedures issued by WASPC.

REPORT DUE DATES

1. Monthly Progress Report. The 10th of the month following the previous month in which funded activities were performed.
2. Semi-annual Assessment Report. The 10th of the month following the six month period in which funded activities were performed.

The CONTRACTOR shall be obligated to submit required reports after the close of the CONTRACT period, during the transfer of obligations to another CONTRACT, or upon termination of the CONTRACT for any reason.

PAYMENT PROVISIONS

WASPC shall award state funds to the CONTRACTOR in the amount provided on Line 8 of the CONTRACT Face Sheet. Upon receipt of a fully executed Agreement, WASPC will allow reimbursement of allowable expenditures made by the CONTRACTOR. The CONTRACTOR is required to complete and submit to WASPC an A19-1A Form along with documentation for the expenditures.

The CONTRACTOR is required to complete and submit to WASPC quarterly reconciliation statements to account for the expenditure of the state funds.

EVALUATION AND MONITORING

The CONTRACTOR shall cooperate with and freely participate in any monitoring or evaluation activities conducted by WASPC that are pertinent to this CONTRACT. WASPC, the State Auditor, or any of their representatives shall have full access to and the right to examine during normal business hours and as often as WASPC, or the State Auditor may deem necessary, all of the CONTRACTOR'S records with respect to all matters covered in this CONTRACT. 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, payroll, and records of matters covered by this CONTRACT. Such rights extend for three years from the date final reconciliation is made hereunder.

ACKNOWLEDGEMENT OF STATE FUNDS

The CONTRACTOR and its SUBCONTRACTORS shall comply with the special conditions listed below:

1. Applicability of Part 200 Uniform Requirements The Uniform Administrative Requirements, Cost Principles, and Audit Requirements in 2 C.F.R. Part 200, as adopted and supplemented by the Department of Justice (DOJ) in 2 C.F.R. Part 2800 (the "Part 200 Uniform Requirements") apply to this award.

2. The CONTRACTOR understands and agrees that WASPC may withhold award funds, or may impose other related requirements, if the recipient does not satisfactorily and promptly address outstanding issues from audits required by the Part 200 Uniform Requirements (or by the terms of this award), or other outstanding issues that arise in connection with audits, investigations, or reviews of awards.

3. CONTRACTOR understands and agrees that is cannot use any state funds, either directly or indirectly, in support of the enactment, repeal, modification or adoption of any law, regulation or policy, at any level of government, without the express written approval of WASPC.

4. The CONTRACTOR agrees to comply with all applicable laws, regulations, policies, and guidance (including specific cost limits, prior approval and reporting requirements, where applicable) governing the use of state funds for expenses related to conferences, meetings, trainings, and other events, including the provision of food and/or beverages at such events, and costs of attendance at

such events.

5. The CONTRACTOR agrees that if it currently has an open award of state funds or if it receives an award of state funds other than this award, and those award funds have been, are being, or are to be used, in whole or in part, for one or more of the identical cost items for which funds are being provided under this award, the recipient will promptly notify, in writing, the WASPC grant administrator for this award, and, if so requested by WASPC, seek a budget modification or change of project scope to eliminate any inappropriate duplication of funding.

6. The CONTRACTOR understands and agrees that award funds may not be used to discriminate against or denigrate the religious or moral beliefs of students who participate in programs for which financial assistance is provided from those funds, or of the parents or legal guardians of such students.

7. The CONTRACTOR understands and agrees that, (a) No award funds may be used to maintain or establish a computer network unless such network blocks the viewing, downloading, and exchanging of pornography, and (b) Nothing in subsection (a) limits the use of funds necessary for any Federal, State, tribal, or local law enforcement agency or any other entity carrying out criminal investigations, prosecution, or adjudication activities.

8. The CONTRACTOR must collect, maintain, and provide to WASPC, data that measure the performance and effectiveness of activities under this award, in the manner, and within the timeframes, specified in the program solicitation, or as otherwise specified by WASPC. Data collection supports compliance with the Government Performance and Results Act (GPRA) and the GPRA Modernization Act, and other applicable laws.

9. The CONTRACTOR agrees to cooperate with any assessments, state evaluation efforts, or information or data collection requests, including, but not limited to, the provision of any information required for the assessment or evaluation of any activities within this project.

10. The CONTRACTOR agrees to comply with WASPC grant monitoring guidelines, protocols, and procedures, and to cooperate with WASPC on all grant monitoring requests, including requests related to desk reviews, enhanced programmatic desk reviews, and/or site visits. The recipient agrees to provide to WASPC all documentation necessary to complete monitoring tasks. Further, the recipient agrees to abide by reasonable deadlines set by WASPC for providing the requested documents. Failure to cooperate with WASPC's grant monitoring activities may result in sanctions affecting the recipient's awards, including, but not limited to: withholdings and/or other restrictions on the recipient's access

to grant funds; referral to the Office of the State Auditor for audit review; or termination of an award(s).

11. The CONTRACTOR acknowledges that sub-awards are not authorized.

12. The CONTRACTOR agrees to submit to WASPC for review and approval any curricula, training materials, proposed publications, reports, or any other written materials that will be published, including web-based materials and web site content, through funds from this grant at least thirty (30) working days prior to the targeted dissemination date.

13. Applicants must certify that Limited English Proficiency persons have meaningful access to the services under this program(s). National origin discrimination includes discrimination on the basis of limited English proficiency (LEP). To ensure compliance with Title VI and the Safe Streets Act, recipients are required to take reasonable steps to ensure that LEP persons have meaningful access to their programs. Meaningful access may entail providing language assistance services, including oral and written translation when necessary. The U.S. Department of Justice has issued guidance for grantees to help them comply with Title VI requirements. The guidance document can be accessed on the Internet at www.lep.gov.

14. Grantee agrees to comply with the requirements of 28 C.F.R. Part 46 and all Office of Justice Programs policies and procedures regarding the protection of human research subjects, including obtainment of Institutional Review Board approval, if appropriate, and subject informed consent.

15. Grantee agrees to comply with all confidentiality requirements of 42 U.S.C. section 37899 and 28 C.F.R. Part 22 that are applicable to collection, use, and revelation of data or information. Grantee further agrees, as a condition of grant approval, to submit a Privacy Certificate that is in accord with requirements of 28 C.F.R. Part 22 and, in particular, section 22.23.

16. Approval of this award does not indicate approval of any consultant rate in excess of \$650 per day.

17. All procurement (contract) transactions under this award must be conducted in a manner that is consistent with 2 C.F.R. Part 200 and State and local law.

ENTIRE AGREEMENT

This CONTRACT contains the entire agreement of the parties and may not be modified or amended except as provided herein. The CONTRACTOR shall perform in accordance with the specific and general terms and conditions of this CONTRACT. No other understanding, oral or written, regarding the subject

matter of this CONTRACT shall be deemed to exist or to bind any of the parties hereto. The CONTRACTOR shall comply with all applicable laws, ordinances, codes, regulations and policies of local, state, and state governments. This CONTRACT consists of the following documents:

1. MHFRT 2020-001 CONTRACT Face Sheet
2. Contract Specific Terms and Conditions

ORDER OF PRECEDENCE

In the event of any inconsistency in this CONTRACT, unless otherwise provided herein, the inconsistency shall be resolved by giving precedence in the following order:

1. Applicable federal statutes and regulations
2. Applicable state statutes and regulations
3. MHFRT 2020-001 CONTRACT Face Sheet
4. CONTRACT Specific Terms and Conditions

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Narrative - WASPC Mental Health Field Response Team Vancouver 2020-2021

Background & Introduction. The Vancouver Police Department, in partnership with Sea Mar Community Services Northwest and Clark County Crisis Services, is proud to offer a collaborative pilot program to enhance Mental Health Field Response within the City of Vancouver.

The City of Vancouver is deeply committed to reducing incarceration and providing safe options for individuals in need of behavioral health services. For nearly 20 years, the Vancouver Police Department has partnered with Clark County and the mental health community to develop emergency response policies for patrol officers and provide a 40 hour Crisis Intervention Team (CIT) training program to improve police emergency response to persons in crisis. While CIT training was initially targeted at a key contingent of patrol officers, its value to officers has made these strategies standard operating procedure and required training for all front-line Vancouver Police Department officers for nearly ten years, and we have continued to invest in advanced training and annual updates for police staff, while sharing our curriculum, policies and procedures with other agencies in the region.

We propose to leverage this grant opportunity to cultivate and build on our current programs and partnerships with the community. Together, we propose to enhance mental health field response services for individuals with behavioral health issues so they can receive the help they need. Our community is committed to working together to identify and pilot new strategies to promote early intervention and pre-arrest diversion.

Project Description. Vancouver, Clark County, SeaMar, and other key stakeholders have worked together to establish a robust crisis services network model that includes a 24/7 Crisis Line, a Youth Mobile Outreach Team, an Adult Mobile Outreach Team, and an Involuntary Treatment Program that provides intervention and evaluation in the community. We plan to bring together resources for the Adult Mobile Crisis Team (operated by Sea Mar Community Services Northwest) and the Involuntary Treatment Program (operated by Clark County) to provide an on-call mental health field response team that can respond to behavioral health crises in the community and assist law enforcement officers anywhere within the City of Vancouver.

We have the partnerships and key program elements for project success already in place. However, services for field response are currently in very high demand, and the average wait

time of 2 hours makes this resource difficult for law enforcement officers to access. Vancouver Police patrol officers are 9-1-1 call responsive and cannot wait on scene for two hours. Our goal with this program is to add three (3) full-time Mental Health Field Response Team staff positions to respond to requests for assistance in the field within approximately fifteen minutes when on-duty during peak call hours. The Clark County Designated Crisis Responder program will provide support when needed, and part-time temporary help is included in the budget as well to support the field response team. We believe this improved response time will improve access, making this new mental health field response team a component in our standard response to mental health calls whenever possible and appropriate. There is a great deal of interest from nearby law enforcement agencies, and we would like to be able to expand the program to serve clients throughout Clark County in future years.

This Vancouver Mental Health Field Response Team program is modeled after existing successful programs already in place in Washington State. SeaMar CSNW will provide two mental health professionals and a peer counselor support specialist to respond to calls that meet specific criteria, which may be requested either by 9-1-1 dispatch or by on-scene law enforcement. A clinical evaluation will be conducted by a mental health professional to determine an appropriate level of care for the person of concern, and evaluate the level of risk to the individual and to the community. The goal of this field-based intervention is to provide an effective alternative to incarceration or hospitalization of individuals in crisis when possible and appropriate. Once the scene is stabilized and legal requirements are met, Vancouver Police officers can transition the scene to Mental Health Field Response Team members so that the individual of concern can receive needed behavioral health treatment, while law enforcement officers can leave and respond to other emergency calls.

The Vancouver Police Department will also work with the WASPC Mental Health Field Response Team to add a proactive program component. We propose to have specially trained VPD officers coordinate with mental health field response team members to provide proactive outreach to individuals so we can work together to establish positive relationships, assist with safety planning, and provide resources and support so we can prevent future crises. We believe that investing in building positive relationships is important, and this has the potential to enhance safety and perhaps prevent future crisis situations. We will use grant funds to schedule these officers on overtime shifts so they are able to go out in the field with mental health field responders without having to be call responsive.

The Vancouver Police Department has partnered with the behavioral health community for many years, and our region has developed a robust crisis services system with many current systems and relationships in place, which are a tremendous asset for this program. We have job descriptions ready for posting and plan to begin field response quickly.

Our proposed model for a mental health field response team enhances the current mobile crisis outreach program model and makes services more accessible to law enforcement officers who are interacting with individuals in crisis; and also provides an opportunity for law enforcement to work proactively with mental health field responders. Clark County Crisis Services, SeaMar CSNW and the Adult Mobile Crisis Team currently have agreements in place with a local evaluation and treatment facility, a local crisis stabilization program, several community behavioral health agencies, and community-based substance use disorder treatment facilities to assist us in accessing behavioral health treatment in order to reduce or minimize the need for criminal justice system involvement.

Service Area. While we propose to establish this pilot project within the City of Vancouver, there is a great deal of interest in this program from other law enforcement agencies in Clark County, and we hope the program might be expanded in future years.

The Vancouver Police Department currently responds to approximately 40% of all law enforcement emergency calls in Clark County. Clark County Crisis Services responded to about 172 crisis hotline calls in June 2019, while specially trained Designated Crisis Responders provided 470 field based interventions in the community, local hospitals, and other locations. The 9-1-1 dispatch center receives calls for law enforcement assistance for mental health crises, and the Vancouver Police Department responded to 1678 mental health calls in 2018, which is approximately 45% of the total for Clark County law enforcement agencies. Even more concerning, over half of these calls were initially reported as suicidal subjects. Early 2019 is showing an increase in mental health calls, with 1272 Vancouver Police responses through mid-July, which is on track for a 28% increase over 2018. The 2020 coronavirus pandemic has further increased pressure on mental health resources.

We are fortunate to have so many community resources available, and have already formed a number of collaborative partnerships. Together, we propose combining resources by establishing a new Mental Health Field Response Team, which would operate during peak call hours, perhaps 2 p.m. to 10 p.m. The Mental Health Field Response Team staff will likely be responding to calls from the offices of Clark County Community Services or Sea Mar Community Services Northwest. Both locations are near freeways and arterials that would allow responders to reach most areas of the city within 15 minutes when they are on duty. All three new full-time mental health field response team staff positions will work out of current program space, which will be provided as local agency matching support for the project. We look forward to the opportunity to establish a pilot mental health field response program for future expansion and possible replication in other communities.

Triage Process. Clark County currently contracts with Crisis Connections to provide 24/7 crisis hotline services plus 24/7 call triage and referral to behavioral health providers in the community. Crisis Connections works closely with our 9-1-1/dispatch center to determine which crisis services provider to dispatch in any situation. In our new service model, 9-1-1/dispatch will be able to deploy the Mental Health Field Response Team members when law enforcement has asked for assistance with a behavioral health-related call, or officers can call out responders directly when they are on-scene. The Vancouver Police Department will work with the Vancouver Mental Health Field Response Team and stakeholders to develop a detailed process for establishing and refining criteria to ensure appropriate response team call-out, which will include a determination of safety at the scene of the call. The mental health field responders will not work 24/7, but we will review call data to identify peak hours so they are scheduled for deployment as effectively as possible.

Scope of Program. The Vancouver Mental Health Field Response Team will be staffed by three new grant-funded mental health responders who will be assigned to work during peak call hours, tentatively 2pm to 10pm. Our goal is for all three positions to be hired, trained, and ready for deployment by September 1, but as we have experienced hiring delays in the past, we may start the program with current experienced staff on overtime until the new vacant positions can be backfilled with new hires. If field response team members are scheduled for a total of 600 shifts during the ten-month service period of September 1, 2020 – June 30, 2021, and each of the three staff members provides two on-scene assists per shift, the team could assist 1,200 individuals during the program year. We believe callout demand will only increase as patrol officers in the field are able to see improvements in response times and outcomes with this new resource team. Resources are included for a part-time temporary Designated Crisis Responder to assist with response and provide support for calls which require involuntary treatment. We will also identify a cadre of police officers with specialized crisis intervention and mental health training and experience to proactively accompany mental health field responders as they meet with individuals to assist with proactive safety planning, assist with long-term solutions, and establish positive relationships for the future.

Training

Current Training. As stated above, the Vancouver Police Department already requires all front-line officers to complete forty hours of initial Crisis Intervention Training and annual training updates, in partnership with Clark County Crisis Services and Sea Mar Community Services Northwest.

Proposed Training:

Mental Health Field Response Team Training. New field responders will primarily be trained by Dr. Erica Hunt, manager of the SeaMar CSNW adult mobile crisis team. In addition to required training for adult mobile crisis team staff, mental health field team responders will also receive an additional block of training from the Vancouver Police Department on safety, situational awareness, and interacting with law enforcement on-scene.

Local Agency Training. The Vancouver Police Department, SeaMar, and Clark County Crisis Services will also provide a training update or informational bulletin for local agencies on the purpose, policies and procedures of the new Vancouver Mental Health Field Response Team, including protocols for dispatch, on-scene evaluation, interaction between law enforcement and field response team members, how individuals will be transported for various services, and the transfer of the scene from Vancouver Police Department to the field response team.

Project Leader Training. We propose to send up to four local project team leaders to the national CIT conferences so they can learn more about best practices in the field of Crisis Intervention Training, mental health crisis field response strategies, and pre-arrest diversion programs, which will be brought back and shared with our community leaders and partner agencies in order to maximize the impact and effectiveness of our project. (If this training is canceled, we propose to reallocate the funds to add additional overtime shifts for police officers to partner with mental health field responders to conduct proactive safety checks and informal visits.)

We will maintain open lines of communication with project partners to update training and make process improvements as needed.

Moving Individuals from Short-term to Long-term Community Services. Our community's current model of community-based crisis intervention focuses on connecting individuals to appropriate behavioral health services and providing effective support during the transition to maximize success. Our community's current outreach teams work closely with community behavioral health agencies to identify the appropriate level of service for individuals and to facilitate rapid intakes and access to resources. Sea Mar Community Services Northwest,

Columbia River Mental Health Services, and Lifeline Connections provide same-day intake for referrals made by Clark County mobile crisis teams. The adult mobile crisis team is able to refer individuals to an outpatient provider or to one of the intensive in-home programs serving our community. These referrals and appointments can often be made at the time of the outreach.

Wraparound Linkage Services. Currently, the adult mobile crisis team provides wraparound crisis stabilization services for up to 7 days following initial crisis contact with the team. These services include crisis de-escalation, safety planning, resource referrals, peer support recovery services, and connection to ongoing behavioral health services. This proposed mental health field response team will directly loop individuals into this existing framework after the initial response with law enforcement occurs.

While our region has demonstrated significant success in obtaining timely forensic evaluations, it has been a struggle to reduce the time it takes to secure restoration services for individuals in need of mental health treatment due to the lack of resources available. Like most regions, the Clark County Jail often houses a significant number of individuals who could be better served in a mental health treatment program or facility.

Project Need. The City of Vancouver and Clark County have worked together to develop an effective behavioral health crisis system, but our current programs do not allow for a rapid co-response with law enforcement and have been limited in their ability to divert individuals from jail. The mental health field response team builds on the current effective mobile outreach model and adds resources that will be accessible to assist law enforcement officers in the field. It is also critical that we partner officers with mental health responders to invest in proactively building positive relationships with individuals in the community outside of a crisis. We believe that this proposed mental health field response program is a significant step toward beginning to meet the needs of our community and are grateful for the opportunity to partner with WASPC to bring these resources to Vancouver.

Project Personnel. We are requesting funding for three new positions to better serve our community: two mental health professionals and one peer support specialist. SeaMar has job postings ready and a pool current staff available to expedite field deployment on an overtime basis if needed while we backfill the vacant positions with new hires. All three positions will provide on-call field response services during peak hours for mental health calls either in response to Vancouver Police officers on-scene, or possibly through carefully screened requests

from the 9-1-1/dispatch center. Clark County will add a part-time temporary Designated Crisis Responder to assist the mental health field responders with calls in the field. This Mental Health Field Response Team will build on the current mobile outreach model, while enhancing behavioral health response, evaluation, and referral services to assist law enforcement officers in the field with crisis calls. We also request funding for Vancouver Police to add proactive overtime shifts for police officers to partner with mental health field responders – without having to leave to respond to 9-1-1 emergency calls. We propose to develop a cadre of police officers with specialized crisis intervention and mental health training and experience who can partner with mental health field responders to proactively meet with individuals to offer proactive safety planning, proactive long-term solutions, and establish positive relationships.

Project Leaders and In-Kind Support

Commitments by Vancouver Police. Vancouver Police Department Special Operations Lieutenant Kathy McNicholas will serve as project manager. Lt. McNicholas will provide operational oversight for the project and the Steering Committee. Lt. McNicholas will communicate regularly with the managers at Clark County Crisis Services and Sea Mar Community Services Northwest to evaluate program successes and challenges, in order to make adjustments to the procedures and policies that will maximize program effectiveness. Lt. Kathy McNicholas will also direct grant program oversight on behalf of the Vancouver Police Department. To ensure project success, her backup for these functions is expected to be Lt. Blaise Geddry, based on his interest, expertise and training in this area.

Lt. McNicholas and Lt. Geddry also support this initiative in many other ways as part of their current responsibilities for the Vancouver Police Department. They coordinate 40-hour Crisis Intervention Training for all new VPD officers and annual update trainings for VPD staff. This represents a significant commitment by Vancouver Police for improving police services and partnerships with the mental health community.

Grant management and administration for Vancouver Police Department's role as fiscal agent will be provided by Vancouver Police Finance Supervisor Mike Githens and Management Analyst Brenda Tryon as an in-kind project match.

Commitments by SeaMar Community Services Northwest. Dr. Erica Hunt, clinical psychologist and licensed mental health counselor at Sea Mar Community Services Northwest, will provide program direction and clinical supervision for the three new WASPC-funded Mental Health Field Response Team staff members. This support will be provided at no cost to the grant as part of the agency's in-kind project match contribution.

Dr Hunt will coordinate training for the new Mental Health Field Response Team staff members. She will also coordinate with SeaMar CSNW Director John (Bunk) Moren to direct and oversee SeaMar staff to provide the leadership and administrative support needed for the grant project, including finance and budgeting, payroll, human resources, and scheduling.

Dr Hunt and her team will coordinate with Vancouver Police, Clark County, and the Steering/Stakeholder Team to ensure that all programmatic and administrative grant requirements are met.

Commitments by Clark County. Clark County Program Manager Kara Wade will ensure that Clark County Crisis Services will continue to provide support, and the on-duty Designated Crisis Responders will be available to assist the Mental Health Field Response Team members with any involuntary treatment assessment evaluations they need. She will also provide program oversight as funds are made available to add part-time temporary DCR resources to assist mental health field responders in the field.

Community Partnerships, Collaboration, and Services

The Vancouver Police Department has partnered with the behavioral health community for many years, and our region has developed a robust crisis services system. We will leverage our existing partnerships and resources to establish this Mental Health Field Response Crisis Team model. Clark County Crisis Services and the Adult Mobile Crisis Team currently have agreements in place with a local evaluation and treatment facility, a local crisis stabilization program, several community behavioral health agencies, and community-based substance use disorder treatment facilities. These partnerships will assist the mental health field response team members in accessing behavioral health treatment and resources to provide options for law enforcement officers other than criminal justice system involvement, when available and appropriate.

Sea Mar Community Services Northwest. In addition to operating the adult mobile crisis team, Sea Mar Community Services Northwest partners with the Clark County Crisis Services and the SW Washington Crisis Line to provide in-community intakes for individuals in need of intensive community-based services. This is a critical resource for clients who are high utilizers of crisis services. This established relationship provides an additional resource that the Mental Health Response Team can utilize to assist in diverting individuals from incarceration and allow them to stay in the community while receiving needed behavioral health treatment and services.

Clark County provides and coordinates a tremendous network of crisis services and behavioral health support resources. For this program, Clark County Crisis Services has committed that locally-funded on-duty Designated Crisis Responders will assist the Mental Health Field Response Team members with any involuntary treatment assessment evaluations needed as resources are available, and a part-time temporary DCR will be added to assist with field response when call volume is heavy. Clark County is at the heart of our mental health response.

Rainier Springs Psychiatric Hospital provides both voluntary and involuntary hospitalization, partial hospitalization, and outpatient mental health and substance use disorder treatment. Currently, Rainier Springs has an agreement with the adult mobile crisis team and Clark County Crisis Services to accept direct admits via AMR when an individual is evaluated by crisis staff in the community and is cleared by AMR. Because of this established relationship, the Mental Health Response Team will be able to evaluate an individual in the community and arrange for transport to a psychiatric facility for admission.

Elahan Place is a local residential treatment center and crisis stabilization unit. Clark County Crisis Services currently has an agreement with Elahan Place that allows them to place appropriate individuals into a stabilization bed after they obtain medical clearance at a local emergency department. Elahan Place is operated by Columbia River Mental Health Services.

American Medical Response ambulance service has partnered with the Vancouver Police Department, Adult Mobile Crisis Team, Clark County Crisis Services, and Rainier Springs Psychiatric Hospital to develop an in-community triage process that allows them to take qualifying individuals directly to Rainier Springs for treatment without the need to obtain medical clearance at a local emergency room.

The **Clark County Jail** has partnered with Clark County Crisis Services to arrange for involuntary treatment evaluations for incarcerated individuals who would traditionally have remained in jail while waiting for competency restoration at Western State Hospital. This established relationship serves to minimize the time that individuals are incarcerated and significantly reduces the time spent waiting for needed treatment.

Lifeline Connections provides dual-diagnosis treatment in the community. Lifeline operates a detox unit, a sobering center, a residential treatment center, and inpatient and outpatient substance abuse treatment services including medically assisted treatment. Lifeline operates a mobile unit that can be used to transport individuals from the community to needed substance abuse treatment. Lifeline has been a partner with Vancouver Police Department in planning for the Mental Health Response Team program. At the end of 2019, Lifeline will be opening a twenty two bed stabilization unit which will provide additional options for the Mental Health

Response Team. Lifeline has committed to allowing Vancouver Police and AMR to make direct referrals to a stabilization bed. Lifeline is also adding a new 24-hour facility and triage center in 2020, which will provide additional critical resources for the mental health field response team.

Steering Committee & Stakeholder Oversight

The Vancouver Police Department already meets with the Clark County Sheriff's Office, Clark County Crisis Services, the Adult Mobile Crisis Team, the Youth Mobile Crisis Team, CRESA, Camas Police, Ridgefield Police, Washougal Police, Fire, AMR, inpatient psychiatric hospitals, and other community partners on a monthly basis to review and improve the interaction of emergency service providers in the community. The Mental Health Field Response Team will leverage this established community partnership panel to communicate with providers, to evaluate the program's effectiveness, and to make needed improvements.

In order to effectively oversee this complex project and network of interconnected multi-disciplinary cross-jurisdictional partnerships, we will meet regularly with our Mental Health Field Response Steering/Stakeholder Committee, which is an active component of the current regional Crisis Response Team oversight panel. This committee will provide feedback on the program design and help us to maximize operational outcomes, and ensure timely and accurate reporting during the implementation phase and throughout the duration of the project.

The committee will include key project staff from the Vancouver Police Department, Clark County Crisis Services, Sea Mar Community Services Northwest, 9-1-1/dispatch, and a representative from local Emergency Medical Services. Other ad-hoc members or stakeholders with an interest in program's success may be added. Discussions will be led by Lieutenant Kathy McNicholas of the Vancouver Police Department or her designee.



WASPC Grant Budget Worksheet

WASPC Proposal for Mental Health Field Response Grant
Budget Worksheet for Vancouver Mental Health Field Response Team
July 2020 - June 2021

A. Personnel								
Name	Position	Computation				Cost		
		Cost Rate	Basis for Rate	# of Hours	Cost			
Overtime for Vancouver Police Department	Vancouver Police Officer	76.14	Hour	600.00	45,684.00			
					TOTAL Personnel	45,684.00		
Personnel Narrative								
The Vancouver Police Department will work proactively with the WASPC Mental Health Field Response Team by building a cadre police officers with specialized crisis intervention and mental health training and experience who are able to proactively go out with mental health field responders to meet with individuals to offer proactive safety planning, assist with proactive long-term solutions, and establish positive relationships in our community. VPD officers generally work 10-hour shifts, and we plan to schedule approximately five shifts each month (10 hours x 5 shifts per month x 12 months = 600 hours total). This rate is based on the time-and-a-half hourly rate for a top-step experienced police officer, and we will request reimbursement only for actual costs paid to each officer for work performed under this project. A unique project code will allow us to track all grant activities and costs, and overtime will require preauthorization and supervisor approval as part of the timesheet and payroll reporting processes. All grant activities and expenses will comply with local policies, city practices, labor contracts, state requirements, and consistent applied for both grant and local funds.								
B. Fringe Benefits								
Description	Computation		Cost					
	Base	Rate						
Vancouver Police Department Overtime - Medicare is 1.45%	45,684.00	0.0145	662.00					
Vancouver Police Department Overtime - Retirement is 5.33%	45,684.00	0.0533	2,434.00					
TOTAL Fringe Benefits			3,096.00					
Fringe Benefits Narrative								
The Vancouver Police Department pays fringe benefits on overtime hours listed above which include Medicare 1.45% and Retirement 5.33%. These are required per labor contract, city policy, and state law.								
C. Travel								
Purpose of Travel	Location	Computation						Cost
		Item	Cost Rate	Basis for Rate	Quantity	# of People	Number of Trips	

2020 International CIT Conference August 24-26, 2020	Pittsburgh, Pennsylvania	Registration	500.00	Each	1	4	1	2,000.00
		Airfare	475.00	Each	1	4	1	1,900.00
		Baggage	100.00	Each	1	4	1	400.00
		Ground Transportation	50.00	Each	1	4	1	200.00
		Hotel	125.00	Night	4	4	1	2,000.00
		Meals	56.00	Day	4.5	4	1	1,008.00
		TOTAL Travel						
Travel Narrative								
The Vancouver Police Department will select four key staff/stakeholders to participate in national training in order to learn more about best practices in the field of Crisis Intervention Training, mental health crisis field response strategies, and pre-arrest diversion programs, which will be shared with our community leaders and partner agencies in order to maximize the impact and effectiveness of our project. Local travel policies will be used. ***If this training is canceled, we propose to use these funds to provide nearly 100 additional overtime hours for Vancouver Police officers to proactively go out into the field with mental health field responders, as identified above in Personnel and Fringe Benefits.								
D. Equipment								
Item						Computation		Cost
						Quantity	Cost	
None								-
TOTAL Equipment								-
E. Supplies								
Supply Item						Computation		Cost
						Quantity/ Duration	Cost	
None								-
TOTAL Supplies								-
F. Consultants/Contracts								
Contracts: Provide a description of the product or service to be procured by contract and an estimate of the cost. Applicants are encouraged to promote free and open competition in awarding contracts. A separate justification must be provided for sole-source contracts in excess of \$100,000								

Item						Cost
Vancouver Police will Contract with SeaMar CSNW to provide Mental Health Field Responders in partnership with the Vancouver Police Department						
F1) Contract Personnel						188,965.60
F2) Contract Fringe Benefits						44,681.40
F3) Contract Travel Costs						6,032.00
F4) Contract Equipment						5,250.00
F5) Contract Supplies						3,600.00
F6) Contract Consultants/Contracts						-
F7) Contract Other Costs						10,100.00
TOTAL Contracts						258,629.00
Contracts Narrative						
Vancouver will serve as fiscal agent for this grant, disbursing funds to SeaMar CSNW to provide and coordinate the following services under this grant. We will follow WASPC requirements for procurement processes and sole-source contracting if required.						
F1) CONTRACT PERSONNEL COSTS FOR SeaMar CSNW and Clark County						
Positions for SeaMar CSNW	Name	Computation				Cost
		Salary	Basis	% of Time	Length of Time	
Position #1 - Mental Health Therapist Professional (FTE 1.0 + 0.2)	New position - TBD	55,250.00	Year	120.00	1	66,300.00
Position #2 - Mental Health Therapist Professional (FTE 1.0 + 0.2)	New position - TBD	55,250.00	Year	120.00	1	66,300.00
Position #3 - Peer Support Specialist Counselor (FTE 1.0 + 0.2)	New position - TBD	38,438.00	Year	120.00	1	46,125.60
Positions for Clark County Crisis Services	Name	Salary	Basis		Length of Time	
Position #4 - Designated Crisis Responder - Part-Time Temporary Position	New Temp position - TBD	32.00	Hour		320	10,240.00
TOTAL Contract Personnel						188,965.60
Contract Personnel Narrative for SeaMar CSNW						
SeaMar CSNW currently has a wealth of expertise in providing a mobile outreach model for mental health services, and will coordinate and manage day-to-day grant-funded staff and operations. This proposed staffing model for mental health field rapid response includes three full-time positions, plus backfill coverage for any leave hours to ensure a consistent response for our pilot program. The personnel budget to support this field response model includes 2.0 FTE Mental Health Professionals plus 0.2 per FTE Mental Health Professional for vacation and sick coverage, which will be pulled from an on-call pool; and 1.0 FTE Peer Support plus 0.2 FTE Mental Health Professional for vacation and sick coverage, which would be pulled from an on-call pool. Salary and benefits for grant positions will be paid consistently with similar positions in the same organization, based on current employment and payroll policies, procedures, and any applicable labor contracts. We propose to deploy experienced staff whenever possible and backfill the newly created vacancy with a new hire, in order to maximize program success - we may also need to rely on overtime as the program is getting started, in order to get field response started as soon as possible without having to worry about program delays due to hiring.						
Contract Personnel Narrative for Clark County. Clark County plans to provide project support as best they can with current locally-funded staff in the first few months of the year, and then add a part-time temporary support position to assist in the field during months 4-12, or earlier if possible. We anticipate 8 hours per week x 40 weeks=320. (No fringe benefits for this position.)						
F2) CONTRACT FRINGE BENEFIT COSTS FOR SeaMar CSNW						

F2) CONTRACT FRINGE BENEFIT COSTS FOR SeaMar CSNW

Description			Cost
	Base	Rate	
Position #1 - Mental Health Professional (1.0 + 0.2 FTE)	55,250.00	0.30	16,575.00
Position #2 - Mental Health Professional (1.0 + 0.2 FTE)	55,250.00	0.30	16,575.00
Position #3 - Peer Support Specialist (1.0 + 0.2 FTE)	38,438.00	0.30	11,531.40
TOTAL Fringe Benefits			44,681.40

Contract Fringe Benefits Narrative for SeaMar CSNW

Fringe benefits costs for staff employed by Sea Mar Community Services Northwest includes FICA, Workman's Compensation, Unemployment Compensation, health insurance, and retirement, but costs vary by individual based on health plan selection, etc. This is only an estimate for budgeting; all costs charged to the grant will be based on actual benefits paid to each individual billed to the grant. Salary and benefits for grant positions will be paid consistently with similar positions in the same organization based on employment and payroll policies, procedures, and any applicable labor contracts.

F3) CONTRACT TRAVEL COSTS FOR SeaMar CSNW

Purpose of Travel	Location	Computation							Cost
Mental Health Team Response to Calls for Service	Travel will occur within the city of Vancouver, Washington	Item	Cost Rate	Basis for Rate	Quantity		Number of Trips	Cost	
		Mileage	0.58	Mile	10		1040	6,032.00	
		Mileage notes:	2019 federal mileage rate		average 10 miles per response		Anticipate 2 trips per shift		
		Subtotal						6,032.00	
TOTAL Travel									6,032.00

Contract Travel Costs Narrative for SeaMar CSNW

Mental Health Field Response teams will respond to calls for assistance throughout the service area of the City of Vancouver, which encompasses nearly 50 square miles. Clark County offices are located near downtown, in the southwest corner of the City. We anticipate that mental health field response will average 10 miles per trip. Each of the mental health field responders will drive their own personal vehicles for field response to client locations, and they will keep mileage log sheets for reimbursement at the 2019 federal rate, per current organizational policy. We anticipate 20 field calls per week x 52 weeks = 1040 field responses x 10 miles per trip = 10,400 miles x \$0.58/mile = \$6032.00

F4) CONTRACT EQUIPMENT COSTS FOR SeaMar CSNW

Item	Computation		Cost
	Quantity	Cost	
Laptop Computer - one for each of the three new mental health field response staff	3	1,500.00	4,500.00
Mobile Phone - for each of the three new mental health field response staff	3	250.00	750.00
TOTAL Equipment			5,250.00

Contract Equipment Costs Narrative for SeaMar CSNW

SeaMar CSNW will purchase equipment necessary for program implementation. Each of the three new staff members will require a laptop and phone in order to receive and respond to calls in the field. (Please see below Section G. Other Costs for equipment connectivity services.)

F5) CONTRACT SUPPLIES COSTS FOR SeaMar CSNW					
Supply Item	Computation			Cost	
	Qty/ Duration	Cost			
General Office Supplies, personal protective equipment, and other consumable supplies. 3 FTEs @ \$100 per month x 12 months = \$3600	12	300.00		3,600.00	
				-	
TOTAL Supplies				3,600.00	
Contract Supplies Costs Narrative for SeaMar CSNW Consumable supplies for the new field response positions are based on current internal estimates of \$100 per FTE per month. Office supplies, personal protective equipment, and other consumable supplies will be needed for each of the three new staff added to effectively provide mental health field response duties.					
F6) CONTRACT/CONSULTANT COSTS - None					
Name of Consultant	Service Provided	Computation			Cost
		Fee	Basis	Quantity	
Subtotal Consultants					-
Contract Consultant Fees - None					
F7) OTHER COSTS FOR SeaMar CSNW					
Description	Service Provided	Computation			Cost
		Fee	Basis	Quantity	
Client transportation services	Transportation services necessary to take the client to other services as part of a recommended course of treatment or follow-up action designed by the mental health field response team providers	50.00	Response	52	2,600.00
Language interpreter services	Language interpreter services for clients requesting assistance to aid communication with the mental health field response team providers or other necessary services	75.00	Response	52	3,900.00
Equipment support and connectivity fees for the phones and computers listed above	12 months	50.00	device	6.00	3,600.00
Subtotal Consultants					10,100.00
Other Costs Narrative for SeaMar CSNW					

TRANSPORTATION SERVICES are essential for a successful mental health response program. For many reasons, mental health field responders do not provide clients with transportation to services. We have found it is more cost effective to arrange for client transportation via taxicab, Uber, etc for clients to get to the services they need. Based on current activities, we estimate approximately one client will require transportation per week (52 weeks x \$50 = \$2600). LANGUAGE SERVICES are often necessary when a client we respond to has limited English proficiency or feels more comfortable with another language. While we try whenever possible to hire multi-lingual mental health field responders, the City of Vancouver is a large City with residents who speak many languages, and we have found a cost-effective solution in contracting for language services when determined necessary by a mental health field responder, or when requested by a client. Based on current numbers, we estimate one mental health field response will require language assistance that cannot be met with other resources (52 weeks x 75.00 = \$3,900). EQUIPMENT SUPPORT and connectivity fees, including but not limited to network access and cellular service for these laptop computers and mobile phones listed above under Section D. Equipment, will facilitate effective field response and evaluation and referral services for mental health responses (\$45 per month per line for 6 devices, including 3 cell phones and 3 laptops = \$50 x 6 devices x 12 months). Local procurement guidelines will be used for the purchase, and equipment use and information security procedures will apply for all grant-funded items.

Budget Summary

Budget Category	Amount Requested
A. Personnel	45,684.00
B. Fringe Benefits	3,096.00
C. Travel	7,508.00
D. Equipment	-
E. Supplies	-
F. Consultants/Contracts	
F1) Contract Personnel	188,965.60
F2) Contract Fringe Benefits	44,681.40
F3) Contract Travel Costs	6,032.00
F4) Contract Equipment	5,250.00
F5) Contract Supplies	3,600.00
F6) Contract Consultants	-
F7) Contract Other Costs	10,100.00
Subtotal Contracts	258,629.00
G. Other	-
TOTAL PROJECT COSTS	314,917.00
TOTAL GRANT REQUEST	314,917.00



Staff Report 130-20

TO: Mayor and City Council

FROM: Eric Holmes, City Manager

DATE: 9/21/2020

SUBJECT Mutual Law Enforcement Assistance Agreement for Senior Wellness Check Program

Key Points

- The Clark County Sheriff's Office ("CCSO") desires Vancouver Police Department ("VPD") volunteers to perform telephone wellness checks on City of Vancouver residents who participate in the CCSO Senior Wellness Check Program.
- Given the isolating challenges of COVID-19, this program would give seniors the chance to connect with representatives from VPD.
- There is mutual benefit in collaborating with CCSO to provide this service and build positive interactions with community members.
- This opportunity provides volunteer and engagement opportunities to current VPD volunteers.

Strategic Plan Alignment

Goal 2, Objective 2.1: Provide reliable and responsive police, fire and EMS service.

Present Situation

CCSO administers the Senior Wellness Check Program for Clark County and currently calls all participants. This program provides an important service to high-risk populations that may be isolated during this challenging time of COVID-19. If approved, CCSO would continue to administer the program but VPD volunteers would call City of Vancouver residents and as staffing permits, VPD law enforcement officers may, within VPD's discretion, dispatch to a participant's residence to perform a welfare check in person.

Advantage(s)

1. Collaborate with CCSO to provide a community service to residents of the City of

Vancouver.

2. Positive interactions between City of Vancouver volunteers and members of our community.
3. There is no additional cost to the City or the Vancouver Police Department.

Disadvantage(s)

None

Budget Impact

None

Prior Council Review

None

Action Requested

Authorize the City Manager or his designee to execute the attached Mutual Law Enforcement Assistance Agreement for the Senior Wellness Check Program and take any and all action necessary to enforce the terms thereof.

Troy Price, Assistant Police Chief, 360-487-7463

ATTACHMENTS:

- ▣ Mutual Law Enforcement Assistance Agreement

MUTUAL LAW ENFORCEMENT ASSISTANCE AGREEMENT

SENIOR WELLNESS CHECK PROGRAM

Vancouver Police Department & Clark County Sheriff's Office

THIS MUTUAL LAW ENFORCEMENT ASSISTANCE AGREEMENT ("Agreement" herein), is made and entered into by and between the City of Vancouver ("City") and Clark County, Washington ("County"), to provide assistance with Clark County Sheriff Office's Senior Wellness Check Program.

This Agreement is subject to all terms and conditions of the Master Interlocal Mutual Law Enforcement Assistance Agreement ("Master Agreement") executed in 2002 by the Parties and recorded by the Clark County Auditor under 3434632, except as expressly provided herein.

RECITALS

WHEREAS, the Clark County Sheriff's Office desires to engage the Vancouver Police Department to perform, and the Vancouver Police Department agrees to undertake, certain senior wellness check services as hereinafter set forth:

NOW, THEREFORE, the parties agree as follows:

I. PARTIES TO THE AGREEMENT.

The parties to the Agreement are:

- A. City of Vancouver Police Department ("VPD")
605 E. Evergreen Boulevard
Vancouver, WA 98663
- B. Clark County Sheriff's Office ("CCSO")
707 W. 13th Street
Vancouver, WA 98666

II. EFFECTIVE DATE, DURATION AND RATIFICATION.

This Agreement shall become effective as of the date set forth on which the last of the parties, whether VPD or CCSO, executes the Agreement, and shall be operative the date of execution until December 31, 2020 or termination as set forth in Article IX, below. The City Manager and County Manager are authorized to execute an amendment to this Agreement

extending the term for up to an additional three years (until December 31, 2023) at any time before it expires or is terminated. Any change, modification or amendment to this Agreement must be made by unanimous written approval of both the City and the County. Any acts made consistent with the authority and prior to the effective date of this Agreement are hereby ratified and confirmed.

III. PURPOSE AND FUNCTION.

The purpose of this Agreement is to provide assistance to CCSO in carrying out senior wellness checks within the City of Vancouver.

IV. ORGANIZATION.

No separate legal or administrative entity is created by this Agreement and this Agreement does not affect the organization or functions of the parties, except as specifically provided for herein.

V. DESCRIPTION OF WORK AND OBLIGATIONS OF THE PARTIES

The Parties agree to the following:

- A. CCSO will administer the Senior Wellness Check Program and process all applications for admission into the program.
- B. CCSO will distribute a list of names and contact information for Senior Wellness Check Program participants residing in the City of Vancouver to VPD.
- C. As staffing permits, VPD will engage its volunteers to perform telephone wellness checks on participants of CCSO's Senior Wellness Check Program.
- D. As staffing permits, VPD law enforcement officers may, within VPD's discretion, dispatch to a participant's residence to perform a welfare check in person.
- E. CCSO and VPD will communicate regarding VPD's available volunteers and staffing resources. CCSO is responsible for making alternative arrangements for fulfilling the needs of the Senior Wellness Check Program in the event additional resources are required.

VI. COSTS AND EXPENSES

Each party will cover the respective costs associated with their own activities undertaken pursuant to this Agreement.

VII. INDEMNIFICATION, DEFENSE AND HOLD HARMLESS.

Notwithstanding any provision to contrary contained within the Master Agreement, it is expressly understood and agreed that 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, agents, or officers. Neither party will be considered the agent of the other and neither party assumes responsibility to the other party for the consequences of any act or omission of any person or entity not a party to this Agreement.

The City does release, indemnify and promise to defend and save harmless the County, its elected officials, officers, employees and agents from and against any and all liability, loss, damages, expense, action, and claims, including costs and reasonable attorney's fees incurred by the County, its elected officials, officers, employees and agents in defense thereof, asserting or arising directly or indirectly on account of or out of the City's performance of this Agreement. In making such assurances, the City specifically agrees to indemnify and hold harmless the County from any and all bodily injury claims brought by employees of the City that arise out of the City's performance, and expressly waives its immunity under the Industrial Insurance Act as to those claims which are brought against the County arising out of the City's performance. Provided, however, this paragraph does not purport to indemnify the County against the liability for damages arising out of bodily injuries to person or damages caused by or resulting from the sole negligence of the County, its elected officials, officers, employees and agents. Without limiting the generality of the foregoing, the City further expressly agrees to indemnify, defend, save and hold harmless the County, its officials, employees, and agents, from and against any and all liability, claims, demands, causes of action, suits or judgment, including costs and expenses incurred in connection therewith, for deaths or injuries to persons arising out of, in connection with, or incident to the performance of this Agreement by the City, its officials, employees, or agents. To the extent that this liability arises from the concurrent negligence of both VPD and CCSO, such cost, fees and expenses shall be shared between VPD and CCSO, in proportion to their relative degrees of negligence.

The County does release, indemnify and promise to defend and save harmless the City, its elected officials, officers, employees and agents from and against any and all liability, loss, damages, expense, action, and claims, including costs and reasonable attorney's fees incurred by the City, its elected officials, officers, employees and agents in defense thereof, asserting or arising directly or indirectly on account of or out of the County's performance of this Agreement. In making such assurances, the County specifically agrees to indemnify and hold harmless the City from any and all bodily injury claims brought by employees of the County that arise out of the County's performance, and expressly waives its immunity under the Industrial Insurance Act as to those claims which are brought against the City arising out of the County's performance. Provided, however, this paragraph does not purport to indemnify the City against the liability for damages arising out of bodily injuries to person or damages caused by or resulting from the sole negligence of the City, its elected officials, officers, employees and agents. Without limiting the generality of the foregoing, the County further expressly agrees to indemnify, defend, save and hold harmless the City, its officials, employees, and agents, from and against any and all liability, claims, demands, causes of action, suits or judgment, including costs and expenses incurred in connection therewith, for deaths or injuries to persons arising out of, in connection with, or

incident to the performance of this Agreement by the County, its officials, employees, or agents. To the extent that this liability arises from the concurrent negligence of both VPD and CCSO, such cost, fees and expenses shall be shared between VPD and CCSO, in proportion to their relative degrees of negligence.

In the event that any claim or suit is brought against VPD or CCSO based on demand, claim, or cause of action alleged to arise in connection with or incident to the performance of this Agreement, VPD and CCSO shall promptly notify VPD and CCSO of same; and VPD and CCSO retain the right to participate in said claim and/or suit.

VPD AND CCSO SPECIFICALLY ACKNOWLEDGE THAT THE PROVISIONS CONTAINED HEREIN HAVE BEEN MUTUALLY NEGOTIATED by the parties.

VIII. REPRESENTATIVES OF THE PARTIES AND SERVICE OF NOTICES.

The representatives of the parties who are primarily responsible for the administration of this Agreement, and to whom formal notices, demands and communications shall be given are as follows:

- A. The principal representative of the City shall be:

Troy Price, Assistant Police Chief
Vancouver Police Department
605 E. Evergreen Boulevard
Vancouver, WA 98663

- B. The principal representative of the County shall be:

John Chapman, Undersheriff
Clark County Sheriff's Office
707 W. 13th Street
Vancouver, WA 98666

- C. Formal notices, demands and communications to be given hereunder by either party shall be made in writing and may be affected by personal delivery or mail, registered or certified, postage prepaid.

- D. If the name of the principal representative designated to receive the notices, demands or communications, or the address of such person, is changed, written notice shall be given within five (5) working days of said change.

IX. TERMINATION OF CONTRACT.

Any Party may terminate this Agreement for any reason upon providing 30 days written notice. Although no transfer or acquisition of property by or between the parties or any third

party is provided by this Agreement, disposition of property furnished incidental to this Agreement shall be controlled by the Master Agreement between the parties.

X. CHOICE OF LAW.

The Parties agree that, in connection with their activities under this Agreement, they shall comply with all applicable federal, state and local laws or regulations and, further, that this Agreement shall be construed according to the laws of the State of Washington. The venue for any action under the terms of this Agreement is the Superior Court of Clark County, Washington.

SIGNATURES

Executed on the day and year first written below.

CITY OF VANCOUVER

Eric Homes, City Manager

Approved as to form only:

Date Executed: _____

Jonathan Young
City Attorney

Attest:

Natasha Ramras, City Clerk

Date: _____

CLARK COUNTY SHERIFF

CLARK COUNTY,
A subdivision of the State of Washington

Chuck Atkins, Sheriff

Kathleen Otto, Interim County Manager

Date: _____

Date: _____

Approved as to Form Only:

ATTEST:

ANTHONY F. GOLICK, Prosecuting Attorney

Leslie Lopez, Deputy Prosecuting Attorney

Clerk to the Board



Staff Report 131-20

TO: Mayor and City Council

FROM: Eric Holmes, City Manager

DATE: 9/21/2020

SUBJECT Amendment to Professional services agreement C-90662 with engineering firm Brown and Caldwell to include engineering services during construction associated with upgrades to Vancouver's industrial wastewater pretreatment lagoon system

Key Points

- The City awarded a contract for lagoon upgrade design services in August 2018 (SR 119-18) in the amount of \$386,920; and awarded contract amendment No.1 in November 2019 (SR 150-19) in the amount of \$391,864 for additional design services to include extensive electrical upgrades.
- City staff seeks to exercise optional Phase 7 of contract C-90662, which includes Construction Services support to which Brown and Caldwell will provide additional design services, construction contractor document reviews, inspection of specialized work and other technical support during bidding and construction.
- As noted in SR 119-18 the City's 40-year-old industrial wastewater pretreatment lagoon system is currently operating beyond its expected service life.
- City staff recommends amending contract C-90662 to Brown & Caldwell for an additional amount of \$591,283 to include services during bidding and construction phases of the lagoon upgrade project. This cost represents 8.4% of the anticipated construction project cost of \$7 million.

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

Present Situation

The nearly 40-year-old lagoon receives food-process wastewater from three industries in Vancouver. The lagoon is integral to Vancouver's wastewater treatment strategy, particularly with operations at the Westside Wastewater Treatment Plant. It is currently operating with treatment equipment that is beyond its expected service life.

To date the consultant engineering firm and City staff have evaluated a wide range of technology options for upgrades to the lagoon and determined the existing system, with pertinent upgrades, is the most cost effective. The upgrades will include an electrical system overhaul, rehabilitation of infrastructure structures and equipment, a new high efficiency aeration blower and instrumentation for improved process control. Consultant engineering plans and specifications are complete, and currently under review with the City's building department.

Construction support services were anticipated and included as an optional Phase 7 in contract C-90662, previously approved by City Council. Although City staff will oversee the daily construction management activities, technical support is needed to review contractor submittals, provide specialized inspections, observations and other technical support. This amendment No. 2 rounds out the services for a successful project.

Advantage(s)

1. The amended contract provides comprehensive engineering support during bidding and construction activity.
2. Provides engineering and technical support for the City's construction management team.
3. Provides additional design services at the request of City staff.

Disadvantage(s)

The contract amendment increases the cost for consultant engineering services, but provides necessary construction support to ensure a successful project.

Budget Impact

The funds for this project are budgeted in the Wastewater Treatment Capital Fund, 2019-2020 Capital Budget with additional funding programmed in 2021 and 2022.

Prior Council Review

- August 6, 2018 - Council approval of Professional Services Agreement for Evaluation and Design Services related to Upgrades to Vancouver's Industrial Wastewater Pretreatment Lagoon System (Staff Report 119-18).
- November 4, 2019 – Council approval of Amendment #1 to Professional Services Agreement C-90662 with Engineering Firm Brown and Caldwell to include design services for replacement of electrical systems associated with upgrades to Vancouver's industrial wastewater pretreatment lagoon system (Staff Report 150-19).

Action Requested

Authorize amendment #2, in the amount of \$591,283, to contract C-90662 with Brown and Caldwell, Inc. to include engineering design and construction support services for construction of

upgrades at Vancouver's industrial wastewater pretreatment lagoon system and authorize the City Manager or his designee to execute the attached professional services agreement with Brown & Caldwell, Inc. of Portland, Oregon, with a not-to-exceed total cost of \$1,370,167.00, to approve amendments to this contract, as needed, and take any and all action necessary to enforce the terms thereof.

Frank Dick, Wastewater Engineering Supervisor, 503-539-8940

ATTACHMENTS:

- ▣ Amendment No. 2 - Professional Services for Engineering, Planning & Design
- ▣ Scope of Work for Amendment No.2
- ▣ Fee Schedule for Amendment No.2

AMENDMENT No. 2
PROFESSIONAL SERVICES AGREEMENT
ENGINEERING, PLANNING & DESIGN FOR INDUSTRIAL WASTEWATER
PRETREATMENT LAGOON

This is an Amendment to **PROFESSIONAL SERVICES** Agreement No. 90662 dated August 10, 2018, by and between the City of Vancouver, a municipal corporation, under the laws of the State of Washington, hereinafter referred to as "City" and Brown and Caldwell hereinafter referred to as "Contractor", whose address is 6500 SW Macadam Ave Ste 200 Portland OR 97239.

This amendment modifies Section 1 Statement of Work and Section 5. Time of Performance of the Agreement:

1. **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, Amendment #2, Attachment A - Scope of Work, Phase 7. Services During Construction.
2. **AMEND** the budget in Section 1 of the Contract with the herein attached and by reference made part of the Contract, Attachment B, Amendment #2, Budget. Revised authorized budget is increased by \$591,383 to a new authorized total of \$1,370,167.
3. **EXTEND** last effective date of Contract to December 31, 2022.
4. Ratification: Acts taken pursuant to this Amendment but prior to its effective date are hereby ratified and confirmed.

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

DATED this _____ day of _____, 2020

CITY OF VANCOUVER,
A municipal corporation

CONTRACTOR:
Brown and Caldwell

Eric Holmes, City Manager

Signature:

Attest:

Natasha Ramras, City Clerk

By: Printed Name / Title

Approved as to form:

Jonathan Young, City Attorney

Amendment #2

City of Vancouver

Industrial Pretreatment Lagoon

Scope of Work

Per Amendment #1, Phase 7. Services during Construction were not included in the design phase scope for the project and these services were to be negotiated with the City of Vancouver (City/Owner) at a later time. Amendment #2 presents Brown and Caldwell's (BC) scope of work and costs for Phase 7, Services During Construction, in support of the City's Industrial Pretreatment Lagoon Improvements project. The scope of work is provided below.

Phase 7. Services During Construction

General Assumptions and Anticipated Milestones

The tasks included in the Amendment #2 scope of work are based on the following assumptions:

- The Construction Manager will receive, log, and distribute construction-related documents including Requests for Information (RFIs), submittals, and change requests from the Contractor.
- Conduct weekly progress meetings with the Contractor, BC, and Jacobs Operations staff. Prepare agenda and minutes. Purpose is to review contractor- provided look ahead schedules, RFIs, and submittal review status, quality, health & safety, and any issues that impact both construction and operations.
- Review monthly pay applications and schedules from the Contractor and make a recommendation for processing invoices and or schedules changes.
- Draft Request for Proposals (RFPs) as required by the work. Review priced proposals and make a recommendation for disposition to the Owner. CM will draft and implement all change order documentation with technical assistance from BC.
- The CM will review all product data submittals.
- The CM will review all Division 0 and Division 1 submittals, no effort is anticipated for BC for these specification sections.

Major anticipated milestones for the Contractor's activities are as follows:

- | | |
|---------------------------------------|-----------------|
| – Construction Notice-to-Proceed | January 1, 2021 |
| – Major construction activities start | March 1, 2021 |
| – Commissioning and start-up | August 1, 2021 |
| – Substantial completion | Jan 1, 2022 |
| – Final completion | March, 2022 |



Task 701. Project Management

Objective To support City staff during the project construction phase.

Activities BC will provide project management and oversight of BC's work during the construction phase (Phase 7) of the project. This amendment extends the completion date to June 1, 2022.

Deliverables The following deliverables are included in this task:

- Monthly invoices and project status reports
- Coordination of internal resources
- Attendance in 12 construction meetings

Assumptions The CM will take meeting minutes for all construction meetings and distribute. BC will attend 12 construction meetings on an as needed basis and as requested by the CM and Owner (two BC staff for 2.5 hours each).

Task 702. Construction Manager Coordination

Objective General time to engage and effectively coordinate construction activities and office engineering tasks.

Activities BC will have a single point of contact for the CM, in which all activities listed in the scope of work will be coordinated with the Construction Manager.

Assumptions Effort is on an as needed basis and will be limited to 80 hours total.

Deliverables None

Task 703. Conformed Documents

Objective To prepare conformed drawings.

Activities Prepare conformed drawings and specifications incorporating changes made to the contract documents by addendum or bidding questions/responses.

Assumptions City staff will administer the bid phase and alert BC to issues that require attention.

Deliverables Conformed drawings and specifications (submitted electronically as PDFs)

Task 704. On-site Observation

Objective To provide engineering support, to provide observation of the specialized work and assist with the CM with specialized systems.

Activities The scope for this task includes the following activities:

- Provide discipline-specific on-site observations to monitor specific work activities as follows:
 - **Electrical and Controls:** Provide electrical and controls observations to supplement the CM/Inspector's observation of the electrical and instrumentation installations on the job site.
 - **Structural:** Provide specific on site observations to maintain quality of the structural elements of the installation.
 - **Mechanical:** Provide specific on-site observations to maintain quality of the mechanical elements of the installation.



- During start-up of the blower system, BC will provide a senior operations specialist to assist with start-up and commissioning of the blower system.

Assumptions The following assumptions were made for this task:

- Disciplines Specific Inspections:
 - **Electrical/Controls:** A total of six site visits by the electrical/controls engineer at 8 hrs/trip (48 hours total) are anticipated for this task.
 - **Structural:** A total of three site visits by the structural engineer at 8 hrs/trip (24 hours total) are anticipated for this task.
 - **Mechanical:** A total of five site visits by the mechanical engineer at 8 hrs/trip (40 hours total) are anticipated for this task.
- Start-up specialist hours are limited to a total of 40 hours.

Deliverables The following deliverables are included in this task:

- Documentation of nonconformance and construction deficiencies, as necessary and as found during the on-site observations

Task 705. Record Drawings

Objective To prepare record drawings upon completion of the construction phase.

Activities To prepare record drawings to incorporate Contractor as-built markups showing changes made by RFIs, change orders, and field directives.

Assumptions The following assumptions were made for this task:

- As-built markups by the Contractor meet the requirements for record drawings as specified in Specification Section 01 78 39.
- Budget for Record Drawings is anticipated at 2 hours per drawings for 125 drawings with majority of the hours for the CAD designer but some of the hours for the responsible engineer for coordination and review.

Deliverables Electronic record drawings in half size (11x17) format in AutoCAD and PDF.

Task 706. Operation and Maintenance Manual

Objective To prepare and submit an Operation and Maintenance Manual (O&MM) incorporating process changes to the existing IPL.

Activities To describe the operation and maintenance of facilities and systems constructed and modified by this project. The manual will explain the various primary modes of operation that may be used, including both normal operation and initial emergency procedures.

Assumptions This will be accomplished with an O&MM supplement to the existing 1979 O&MM updating the upgraded process areas as they relate to this project only. Other upgrades that have been completed between the original project construction and this project will not be documented via this effort.

Deliverables The following deliverables are included in this task:

- The product will be submitted in Microsoft Word in a format consistent with or exceeding the existing O&MM materials. This supplemental O&MM document will be submitted in two, 3-ring binders, and on DVD.



- Drafts of the O&MM will also be submitted to the Department of Ecology when construction is 50% complete and at final completion.

Task 707. Arc Flash Analysis and Power System Study

Objective To perform an arc flash analysis and power system study for new equipment in the facility.

Activities The scope for this task includes the following activities:

- The Engineer of Record (EOR) shall perform an electrical power system study and provide final protective device settings for overcurrent protective devices such as circuit breakers and relays for the power system that branches from the Padmount Primary Service Disconnect MV-PSD-1. The EOR shall perform the following tasks:
 - Develop an electronic model of the electrical distribution equipment (EDS) based on as-built documentation. The model shall include all electrical equipment that is likely to require examination, adjustment, servicing, or maintenance while energized. Single-line diagrams will be generated from the electronic modeling software. The power system modeling software to be used is SKM Power*Tools for Windows.
 - Perform a short-circuit study to evaluate the ability of the electrical systems to withstand and interrupt calculated short circuit values for faults at investigated buses. Determine the fault current levels that will flow through the system under fault conditions from the short-circuit study. Compare short-circuit study fault levels to equipment interrupting capability fault levels to verify that the devices are properly rated. Fault values shall also be used to plot and determine maximum trip characteristics and cutoff points on device coordination curves.
 - Perform a protective device coordination study for the electrical distribution system. The protective device coordination study will be used to provide a basis for setting protective devices in order to isolate and clear faulting circuits as quickly and safely as possible, while all other protective devices remain closed, continuing power to the entire up faulted part of the system. The coordination study will be for permanent distribution equipment only, not for temporary distribution equipment.
 - Perform Arc Flash analysis to determine incident energy and arc flash boundary for each location in order to comply with OSHA 29, the National Electrical Code, Section 110-16, NFPA 70-E and IEEE 1584-2018 standards. Arc flash analysis will be based on the available fault current provided by the utility. The analysis will include electrical distribution equipment as identified in this scope of work.
 - Prepare a comprehensive electrical system power system study report. The final report includes a completed analysis for the system covered by this task and shall consist of an updated one-line diagram, short-circuit study, protective device coordination study, arc flash evaluation, recommended protective device settings, and printed arc flash labels per the scope of work described above.

Assumptions The following assumptions were made for this task:

- EOR Power System Study Standard will be used, including equipment numbering, report layout, and arc flash label design.



- Contractor will collect and provide power cable lengths, electrical equipment submittals, cable data submittals, overcurrent protective device submittals, and as-built electrical drawings to EOR
- Protective device settings will not be provided for temporary installation.
- Non-protective settings of relays will not be provided by EOR (for example, phase rotation and relay connection settings.)
- The final Power System Study Report will be provided after Contractor reaches substantial completion of the construction contract.
- This power system study shall include only equipment located downstream of the primary service disconnect, MV-PSD-1
- Settings for protective devices will be set and arc flash labels installed by the Contractor prior to substantial completion.

Deliverables The following deliverables are included in this task:

- Arc Flash Analysis and Power System Study Report draft and final
- Power System Study model using SKM Power*Tool for the system covered by this task
- Protective device setting summary sorted by equipment and protective device equipment number for the Contractor to implement as noted
- Printed Arc Flash Labels for the Contractor to install after the overcurrent protective device settings have been updated

Task 708. Submittal Reviews

Objective To review submittals as requested by the CM.

Activities Submittals will be reviewed for general conformance with the project design concept and general compliance with the information or design requirements given in the Contract Documents.

Assumptions Effort includes 100 submittals at 6 hours each (review) and ~0.5 hours each for (submittal administration process). Effort is based on review of original submittal and one resubmittal for 40 percent of the submittals (625 hours total). CM will review all Division 0 and 1 submittals

Deliverables Submittal review comments

Task 709. Review RFIs

Objective To review RFIs on an as needed basis as requested by the CM.

Activities Respond to RFI requests.

Assumptions RFI effort is anticipated to be 90 RFIs at 4 hours per RFI (360 total hours).

Deliverables RFI responses

Task 710. Factory (Acceptance) Witness Testing (FAT)

Objective To attend the FAT for the blower system.

Activities Attend one FAT.

Assumptions Requires one BC engineer for 1.5 days for the FAT.



Deliverables Summary of the FAT (as a PDF)

Task 711. Design Modifications

Objective There are four objectives for this work:

1. Design a new outdoor air header system and manifold in lieu of installing new flow meters and modulating valves on the wet side of the Lagoon. This design change would ensure integrity of Lagoon liner and give operations staff pragmatic access to the equipment.
2. Incorporate the results of the City provided LIDAR survey into BC's Autocad files to use as as-found conditions.
3. Adjust the electrical design to accommodate for the new conditions caused by CPU's installation. These include changes to the new service lateral, new J-box 10294, and new primary metering cabinet as well as adding a new 4" conduit and new J-box 9989.
4. Upsize the new high speed blower from 400 HP to 500 HP to maintain the same reliability level (same number of duty and standby blowers) to align with DOE expectations.

Activities Modify the 90% design documents to account for these requested changes.

Assumptions None

Deliverables Updated drawings and specifications



Brown and Caldwell
Budget

August 14, 2020

Vancouver, City of (WA) -- Vancouver Pretreat Lagoon Design																							
		Kimball, Kelly J	Eldon, Miranda	Aristzabal, Christian	Moiseed, Arthur C	Bansemer, Gary C	Maisonville, Philip M	Pare, Wendy M	Gatlin, Terry L	Havens, Nicklas J	Persson, Douglas R	Erbele, Henry F	Vasquez, Jesus E	Gray, Matthew	Lemon, Thomas R	Whirty, Nathan S	Nursuwito, Bambang	Reed, Joshua I					
Phase	Phase Description	PM	PA																Total Labor Hours	Total Labor Effort	Travel and Expense	Total Expense Effort	Total Effort
		\$270.00	\$98.00	\$147.00	\$270.00	\$234.00	\$270.00	\$128.00	\$234.00	\$147.00	\$171.00	\$171.00	\$128.00	\$171.00	\$171.00	\$147.00	\$128.00	\$234.00					
007	Services During Construction	136	100	391	427	170	494	24	155	96	240	210	16	80	52	36	30	69	2,726	586,733	4,550	4,550	591,283
701	Project Management	120	100	20	30	0	0	0	0	0	0	0	16	0	0	0	0	0	286	56,947	400	400	57,347
702	CM Coordination	0	0	0	80	0	0	0	0	0	0	0	0	0	0	0	0	0	80	22,248	0	0	22,248
703	Conformed Documents	4	0	30	2	2	4	8	1	0	40	0	0	0	0	0	0	0	91	16,146	0	0	16,146
704	On-Site Observation	0	0	0	40	24	48	0	0	0	0	40	0	0	0	0	0	0	152	37,302	1,500	1,500	38,802
705	Record Drawings	0	0	30	0	0	20	0	0	0	200	0	0	0	0	0	0	0	250	45,330	0	0	45,330
706	Operation and Maintenance Manual	4	0	16	0	0	4	16	0	0	0	170	0	0	0	0	0	0	210	36,699	150	150	36,849
707	Arc Flash and Power System Study	0	0	0	0	0	12	0	0	96	0	0	0	0	0	0	0	0	108	17,873	500	500	18,373
708	Submittal Reviews	0	0	85	120	80	240	0	100	0	0	0	0	0	0	0	0	0	625	156,369	0	0	156,369
709	Requests for Information	8	0	120	84	24	100	0	24	0	0	0	0	0	0	0	0	0	360	83,133	0	0	83,133
710	Factory Acceptance Testing	0	0	24	4	0	0	0	0	0	0	0	0	0	0	0	0	0	28	4,746	2,000	2,000	6,746
711	Additional Design Services	0	0	66	67	40	66	0	30	0	0	0	0	80	52	36	30	69	536	109,939	0	0	109,939
TOTAL		136	100	391	427	170	494	24	155	96	240	210	16	80	52	36	30	69	2,726	586,733	4,550	4,550	591,283

Hours and Dollars are rounded to nearest whole number.
Rates shown are valid through December 31, 2020.
Tasks 701 through 710 include 3% escalation to account for work to be performed in 2021.



Staff Report 132-20

TO: Mayor and City Council

FROM: Eric Holmes, City Manager

DATE: 9/21/2020

SUBJECT Professional services agreement (PSA) for Washington State government relations

Key Points

- The PSA is to assist the City with its Washington State government relations, including legislative and administrative.
- The PSA would be in place for a period of five years and not to exceed \$335,000.00 for the life of each contract.

Strategic Plan Alignment

N/A

Present Situation

The City issued a request for proposals for security services on June 10, 2020, the City received two (2) proposals. The required services included general education and insight on the administration and legislative budgets and potential impacts on the City of Vancouver; assisting the City in securing Southwest Washington delegation support and funding for identified policy priorities and projects; assisting the City in securing administration and legislative support and funding for the Interstate Bridge Replacement project; coordination with the City's federal government affairs consultant; research and provide information on state grant opportunities; and, regular meetings with City staff on specific issues to review, analyze and develop strategies.

After a review of all proposals, the evaluation committee selected Arbutus Consulting for a professional service contract. Staff proposes to execute a contract for a period of five years. The contract shall not exceed \$335,000.00.

Advantage(s)

1. The contractor is familiar with City officials and staff and the issues facing the City.
2. The contractor is familiar with the Southwest Washington state legislative delegation.

Disadvantage(s)

None

Budget Impact

Funds for these services have already been allocated in departmental budgets.

Prior Council Review

None

Action Requested

Authorize the City Manager or his designee to execute a Professional Services Agreement with Arbutus Consulting for the provision of Washington State government relations on an as-needed basis for five years and to take any and all action necessary to enforce the terms thereof.

Aaron Lande, Senior Policy Advisor, 360-487-8612

ATTACHMENTS:

- ▣ Contract

CITY OF VANCOUVER
PROFESSIONAL SERVICES AGREEMENT No. _____
WASHINGTON STATE GOVERNMENT AFFAIRS CONSULTANT

This Agreement dated September 1, 2020, by and between the City of Vancouver, a municipal corporation, under the laws of the State of Washington, hereinafter referred to as "City" and Arbutus Consulting hereinafter referred to as "Contractor", whose address is PO Box 461, Olympia, Washington 98507.

WHEREAS, the City desires to engage the Contractor to provide government/public affairs services and other related professional services to assist the City with its state legislative agenda on an as needed basis. Contractor has agreed to offer its professional services to perform said work per City issued Request for Proposal No. 35-20 (RFP) Contractor's proposal to said RFP ; and

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

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

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

1. Statement of Work.

Contractor agrees to provide government/public affairs services and other related professional services to assist the City with its state legislative agenda per RFP No. 35-20 and Contractor's response to said RFP on file in City of Vancouver Procurement Services by reference hereto made a part of this Agreement.

The City's anticipated scope of work includes, but is not limited to:

- General education and insight on the administration and legislative budgets and potential impacts on the City of Vancouver;
- Ongoing verbal and written communications regarding current and emerging State issues;
- Assisting the City in securing Southwest Washington delegation support and funding for identified policy priorities and projects;

WASHINGTON STATE GOVERNMENT AFFAIRS CONSULTANT

- Assisting the City in securing administration and legislative support and funding for the Interstate Bridge Replacement project;
- Regular meetings with City staff on specific issues to review, analyze and develop strategies;
- Assist the City with creating effective, consistent and coordinated communications with the Southwest Washington delegation;
- Coordination with the City's federal government affairs consultant;
- Research and provide information on state grant opportunities; and,
- Provide information on delegation members' priorities and committee assignments.

It is the City's intent to enter into a contract for a period of five (5) years.

The City reserves the right to add or subtract services as required to meet its needs, determine whether to utilize any contract awarded, or instead select contractors through other available mechanisms as best suited to the City's needs. The City does not guarantee any minimum or maximum amount of work that will be authorized for any contract awarded on the basis of this solicitation. The Contract is solely for the convenience of the City.

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 number of hours stated for each task and/or sub-task. If the work requires fewer hours than those estimated, the Contractor will be paid for the actual worked hours necessary to complete that task and/or sub-task. If the Contractor underestimated the number of hours required to perform the work, Contractor shall be paid up to the maximum number of hours stated for the task and/or sub-task. Compensation may be amended, at the City's sole discretion, for documentable circumstances not reasonably foreseeable to either party at the time the task and/or subtask is initiated, or for changes to the scope of work or deliverables requested by the City. All deliverables must be acceptable to the City, at the sole discretion of the City.

Travel expenses are limited to airfare, or mileage at the current IRS rate, and lodging at the U.S. General Services Administration rates. Contractor is solely responsible for its staff's travel

time, including travel to and from the City of Vancouver. The City will reimburse all pre-approved miscellaneous expenses at-cost and receipts are required.

This agreement is a purchase of professional services on an on call, task by task, as needed, basis at the rates attached. Payment for these services shall not exceed **\$333,500.00 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. 35-20 and RFP No. 35-20.

3. Relation of Parties.

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

4. E-Verify.

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

5. Time of Performance.

The service of the Contractor is to commence as of October 1, 2020. It is agreed services hereunder shall be completed by December 31, 2025.

6. Delays and Extensions of Time.

If the Contractor is delayed at any time in the progress of providing services covered by the Agreement, by any causes beyond Contractor's control, the time for performance may be extended by such time as shall be mutually agreed upon by Contractor and City and shall be

incorporated in a written amendment to this Agreement. Any request for an extension of time shall be made in writing to City.

7. Compensation and Schedule of Payments.

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

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

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

8. Ownership of Records and Documents.

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

9. Termination.

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

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

10. Evaluation and Compliance with the Law.

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

11. City Business and Occupation License.

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

12. Liability and Hold Harmless.

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

13. Insurance.

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

a. **Liability Insurance.** Contractor shall maintain commercial General Liability insurance with a limit of not less than one million dollars (\$1,000,000) for each occurrence and not less than one million dollars (\$1,000,000) combined single limit automobile liability coverage. The policy shall include coverage for bodily injury, broad form property damage, personal injury, products and completed operation and blanket contractual coverage including, but not limited to, the liability assumed under the indemnification provisions of this Agreement. All liability insurance required herein shall be under a comprehensive or commercial general liability and business, policies.

b. **City Listed as an Additional Insured:** The City of Vancouver, its agents, representatives, officers, directors, officials, and employees must be named as an additional insured on the Commercial General Liability policy and shown on the certificate as an additional insured. A copy of the additional insured endorsement CG 20 10 11 85, or its equivalent CG 20 10 07 04 and CG 20 37 07 04 must be included with the certificate of insurance.

c. The commercial general liability policy must be endorsed to include "Washington Stop Gap" insurance. The limits and aggregates referenced must apply to the Stop Gap coverage as well. This must be indicated on the certificate.

d. **Worker's Compensation.** Contractor shall carry workers' compensation insurance to cover obligations imposed by federal and state statutes having jurisdiction of Contractor's employees engaged in the performance of the work or services; and, Employer's Liability insurance of not less than one million dollars (\$1,000,000) for each accident, five hundred thousand dollars (\$500,000) for each disease for each employee, and one million dollars (\$1,000,000) for each disease policy limit.

e. **Professional Liability.** The Contractor shall obtain and keep in force during the entire term of this Agreement, professional liability insurance (errors and omissions) against any and all claims for damages to person or property which may arise out of the performance of this Contract whether such work shall be by the Contractor, subcontractor or anyone directly or indirectly employed by either the Contractor or a subcontractor. The amount of coverage provided by such insurance shall be not less than one million dollars (\$1,000,000) combined single limit.

f. 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.

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

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

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

14. Notices.

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

City:

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

Contractor:

Arbutus Consulting
Brian Enslow

PO Box 461
Olympia, Washington 98507

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 1st day of September, 2020

CITY OF VANCOUVER,
A municipal corporation

CONTRACTOR:
Arbutus Consulting

Eric Holmes, City Manager

Signature:

Attest:

By: Printed Name / Title

Natasha Ramras, City Clerk

Approved as to form:

Jonathan Young, City Attorney



Staff Report 133-20

TO: Mayor and City Council

FROM: Eric Holmes, City Manager

DATE: 9/21/2020

SUBJECT Designation of TV ETC and CVTV respectively as the education and government access providers on the Comcast cable system

Key Points

- The City/County Telecommunications is recommending that the Council re-designate TV ETC as the educational access provider and CVTV as the government access provider for Vancouver and Clark County on the Comcast and CenturyLink cable systems.
- Both CVTV and TV ETC have served as designated access providers for a number of years and produce professional, high quality programming.
- This is an annual recommendation made by the Telecommunications Commission to the City Council and Board of County Councilors.

Strategic Plan Alignment

Goal 10: Use our influence to support community partners' actions, projects and initiatives that improve our community's livability and prosperity.

Present Situation

The City and County have a cable television franchise agreement with Comcast of Washington, V LLC that was effective on July 1, 2013, and a cable franchise agreement with Qwest Broadband Services, Inc. dba CenturyLink that was effective on January 22, 2016. Under the terms of those agreements, Comcast and CenturyLink provide channels for Public, Education and Government (PEG) programming and it is the responsibility of the City and County to designate authorized entities to provide programming on those channels.

Organizations that are designated as access providers have authorization to broadcast programs over assigned channels on the Comcast and CenturyLink cable systems. They are also able to apply for annual PEG grants, administered by the City, for equipment and other capital expenses associated with producing and broadcasting programming.

TV ETC is a consortium of K-20 educational institutions operated by Educational Service District 112 and is the current educational access provider for Vancouver and Clark County. CVTV, operated by the City/County Cable Television Office, is the current government access provider for Vancouver and Clark County.

The City/County Telecommunications Commission ("Commission") recommends organizations to serve as access providers to the City Council, per VMC 5.19.320(7). The Commission met on September 2, 2020, to review designation applications and annual reports and to receive presentations from the applicants. Based on their review, the Commission is recommending re-designation of TV ETC and CVTV, respectively, as the education and government access providers for Vancouver and Clark County.

Advantage(s)

1. Continues to make local government and educational cable television programming available to the residents of Vancouver and Clark County.
2. Supports organizations which have proven track records of providing professional, high quality programs that are of interest to the local community.

Disadvantage(s)

None.

Budget Impact

None, although designation as an access provider allows the organizations to apply for grants through the PEG Support Fund. PEG grants are funded through a \$1.00 per month fee collected by Comcast and CenturyLink from residential subscribers.

Prior Council Review

Designations of the PEG access providers are made annually. On June 24, 2019, the City Council designated TV ETC as the educational access provider and CVTV as the government access provider.

Action Requested

Adopt resolutions approving The Vancouver Educational Telecommunications Consortium (TV ETC) as the designated educational access provider and Clark Vancouver Television (CVTV) as the designated government access provider for Vancouver and Clark County on the Comcast and CenturyLink cable systems.

Aaron Lande, Senior Policy Advisor, 360-487-8612

ATTACHMENTS:

- ▣ Resolution- Designating TV ETC as the Educational Access Provider
- ▣ Resolution - Designating CVTV as the Government Access Provider
- ▣ Telecommunications Commission Resolution 2020-01

9/21/2020

RESOLUTION NO. _____

A RESOLUTION relating to cable television and to the designation of The Vancouver Educational Telecommunications Consortium (“TV ETC”) as the educational access provider on the Comcast and CenturyLink cable systems for Vancouver and Clark County.

WHEREAS, Section 9 of the June 1, 2013 cable television franchise agreement between Comcast of Washington, V LLC (“Comcast”), the City of Vancouver (“City”) and Clark County (“County”) and Section 9 of the January 22, 2016 cable television franchise agreement between Qwest Broadband Services, Inc. d/b/a CenturyLink (“CenturyLink”), the City, and County, allows the Grantor (City and County) to designate authorized entities to manage the Public, Educational and Government (“PEG”) Access use channels on the cable system; and

WHEREAS, a consortium of public and private K-20 educational institutions operating as the Vancouver Educational Telecommunications Consortium (TV ETC), and funded through contributions from member institutions/districts, has operated channels on the local cable system which are designated as educational access channels; and

WHEREAS, all designated access providers (public, educational, and government) are evaluated and reviewed annually by the City/County Telecommunications Commission (“Commission”); and

WHEREAS, TV ETC applied to the Commission on May 5, 2020 seeking to be re-designated as the educational access provider; and

WHEREAS, the Commission reviewed the application on September 2, 2020 and found that TV ETC has fully complied with the criteria and expectations for the educational access

RESOLUTION - 1

provider and recommends that the Vancouver City Council and Clark County Council designate TV ETC as the educational access provider for the City and the County for the next year.

NOW, THEREFORE,

BE IT RESOLVED BY THE CITY OF VANCOUVER:

Section 1. As recommended by the City/County Telecommunications Commission in Resolution 2020-01, attached hereto as Exhibit “A”, the Vancouver Educational Telecommunications Consortium is hereby designated as the educational access provider on the Comcast and CenturyLink cable systems in Vancouver and Clark County.

Section 2. TV ETC will continue to be allocated those channels previously allocated to TV ETC for educational access.

Section 3. TV ETC will be eligible to apply for and receive PEG Capital Support Funds pursuant to Ordinances M-3335 and M-3372.

Section 4. Acts taken pursuant to this resolution but prior to its approval are hereby ratified and confirmed.

ADOPTED at regular session of the Council of the City of Vancouver, on this ____ day of _____, 2020.

Anne McEnerny-Ogle, Mayor

Attest:

Approved as to form:

Natasha Ramras, City Clerk

Jonathan Young, City Attorney

Attachment: Exhibit “A” – Telecommunications Commission Resolution 2020-01

RESOLUTION - 2

9/21/2020

RESOLUTION NO. _____

A RESOLUTION relating to cable television and to the designation of Clark Vancouver Television (“CVTV”) as the government access provider on the Comcast and CenturyLink cable systems for Vancouver and Clark County.

WHEREAS, Section 9 of the June 1, 2013 cable television franchise agreement between Comcast of Washington, V LLC (“Comcast”), the City of Vancouver (“City”) and Clark County (“County”) and Section 9 of the January 22, 2016 cable television franchise agreement between Qwest Broadband Services, Inc. d/b/a CenturyLink (“CenturyLink”), the City, and County, allows the Grantor (City and County) to designate authorized entities to manage the Public, Educational and Government (“PEG”) Access use channels on the cable system; and

WHEREAS, the City and County jointly fund and operate access channels on the local cable system, Clark Vancouver Television (“CVTV”); and

WHEREAS, all designated access providers (public, educational, and government) are evaluated and reviewed annually by the City/County Telecommunications Commission (“Commission”); and

WHEREAS, CVTV applied to the Commission on May 5, 2020 seeking to be re-designated as the government access provider; and

WHEREAS, the Commission reviewed the application on September 2, 2020 and found that CVTV has fully complied with the criteria and expectations for the government access provider and recommends that the Vancouver City Council and Clark County Council designate CVTV as the government access provider for the City and the County for the next year.

NOW, THEREFORE,

RESOLUTION - 1

BE IT RESOLVED BY THE CITY OF VANCOUVER:

Section 1. As recommended by the City/County Telecommunications Commission in Resolution 2020-02, attached hereto as Exhibit “A”, Clark Vancouver Television is hereby designated as the government access provider on the Comcast and CenturyLink cable systems in Vancouver and Clark County.

Section 2. CVTV will continue to be allocated those channels previously allocated to CVTV for government access.

Section 3. CVTV will be eligible to apply for and receive PEG Capital Support Funds pursuant to Ordinances M-3335 and M-3372.

Section 4. Acts taken pursuant to this resolution but prior to its approval are hereby ratified and confirmed.

ADOPTED at regular session of the Council of the City of Vancouver, on this _____ day of _____, 2020.

Anne McEnery-Ogle, Mayor

Attest:

Approved as to form:

Natasha Ramras, City Clerk

Jonathan Young, City Attorney

Attachment: Exhibit “A” – Telecommunications Commission Resolution 2020-02

RESOLUTION - 2

City/County Telecommunications Commission

RESOLUTION 2020-01

Regarding Annual Review of Educational Access Programming and Re-Designation of TV ETC as Educational Access Cable Provider

Section 1. Findings

- 1.1 The cable television franchise agreements between Comcast of Washington, V LLC ("Comcast") and Qwest Broadband Services, Inc. d/b/a CenturyLink ("CenturyLink") respectively, and the City of Vancouver ("City") and Clark County ("County") requires that the Grantor (City and County) designate authorized entity or entities to manage or co-manage the Public, Educational and Government ("PEG") Access use channels on the cable system.
- 1.2 A consortium of K-20 educational institutions (public and private) operating as The Vancouver Educational Telecommunications Consortium (TV ETC) and funded through contributions from member institutions/districts, operates three channels on the local cable system which are the designated educational access channels. The Commission originally approved the designation under the cable television franchise agreement via Resolution 1998-09 on December 3, 1998. TV ETC has been re-designated annually as the Educational Access Provider since that time.
- 1.3 All designated access providers (public, educational, and government) will be evaluated and reviewed annually by the Commission consistent with the provisions of the cable franchise agreement, Section 5.19.300 of the Vancouver Municipal Code and Clark County Code 36.12.160 and Section 1.6 of this Resolution.
- 1.4 TV ETC submitted an application to the Commission seeking designation as the authorized educational access provider on May 5, 2020, (attached as EXHIBIT A).
- 1.5 The Commission reviewed the TV ETC request for re-designation and representatives from TV ETC made a presentation to the Commission on September 2, 2020, in support of the re-designation and to review programming on the local educational access channels.
- 1.6 The performance criteria for designation is to include, but is not limited to the following:
 - a) Number of hours of locally produced original video programming/week per channel;
 - b) Number of hours of locally scheduled video programming/week per channel;
 - c) Number of days and hours per week the channel is programmed with locally produced and locally scheduled video programming;

- d) Amount of operating budget which meets or exceeds the criteria of operating funds to capital funds established in section 9.6 of the franchise agreement with Comcast Corporation;
 - e) Extent to which locally produced and locally scheduled video programming focuses on the designated access category;
 - f) Extent to which the locally produced and locally scheduled video programming provides value added to cable television subscribers in meeting the demonstrated needs established in the community ascertainment study.
 - g) Number of hours produced by each TV ETC member;
 - h) Number of hours scheduled for each TV ETC member;
 - i) Total number of local programs produced and airing on one of the three channels and by which providers/members, as well as by which grade level (elementary, middle school, high school) as appropriate, for airing on TV ETC channel.
- 1.7 The Commission finds that TV ETC, as the designated educational access provider since June 5, 2019, has fully complied with the criteria and expectations for designation and recommends that the designation should remain in effect and that the designation will be reviewed and evaluated annually by the Commission

NOW THEREFORE BE IT RESOLVED:

Section 2.

- 2.1 The City/County Telecommunications Commission, through this Resolution, recommends the continued designation of TV ETC as the educational access provider for the Comcast and CenturyLink cable systems, subject to annual review by the Commission as outlined in Section 1.3 and Section 1.6 of this Resolution.
- 2.2 The Commission recommends that TV ETC continue to be allocated four channels, channels 27, 28, 29 and high definition channel 328 on the Comcast and CenturyLink cable systems for educational access use.
- 2.3 Staff is directed to forward this Resolution to the Vancouver City Council and Clark County Council.

APPROVED (Date): September 2, 2020


Paul Dicker, Chair, City/County Telecommunications Commission

Exhibits:

- Exhibit A** –Designated Access Provider Application Form from TV ETC, dated May 5, 2020
Exhibit B – 2019 TV ETC Annual Report

City/County Telecommunications Commission

RESOLUTION 2020-02

Regarding Annual Review of Government Access Programming and Re-Designation of City/County Cable Television Office as Government Access Cable Provider

Section 1. Findings

- 1.1 The cable television franchise agreements between Comcast of Washington, V LLC ("Comcast") and Qwest Broadband Services, Inc. d/b/a CenturyLink ("CenturyLink") respectively, the City of Vancouver ("City") and Clark County ("County") requires that the Grantor (City and County) designate authorized entity or entities to manage or co-manage the Public, Educational and Government ("PEG") Access use channels on the cable system.
- 1.2 The City and County jointly fund and operate two access channels on the local cable system (Clark/Vancouver Television – CVTV) which is the designated local government access channel. The Commission originally approved the designation under the cable television franchise agreement via Resolution 1998-04 on February 18, 1998.
- 1.3 All designated access providers (public, educational, and government) will be evaluated and reviewed annually by the Commission consistent with the provisions of Section 9 of the cable franchise agreement, Section 5.19.300 of the Vancouver Municipal Code and Clark County Code 36.12.160 and Section 1.6 of this Resolution.
- 1.4 The City/County Cable Television Office submitted an application to the Commission seeking designation as the authorized government access provider on May 1, 2020 (attached as EXHIBIT A).
- 1.5 The Commission reviewed the City/County Cable Television Office's request for re-designation and representatives from City/County Cable Television Office made a presentation to the Commission on September 2, 2020, in support of the re-designation and to review government programming on CVTV.
- 1.6 The performance criteria for government access designation includes but is not limited to the following:
 - a) Number of hours of locally produced original video programming/week per channel;
 - b) Number of hours of locally scheduled video programming/week per channel;
 - c) Number of days and hours per week the channel is programmed with locally produced and locally scheduled video programming;
 - d) Amount of operating budget which meets or exceeds the criteria of operating funds to capital funds established in section 9.6 of the franchise agreement with Comcast Corporation;

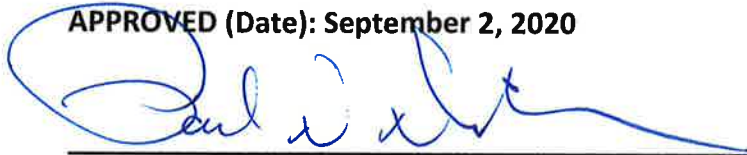
- e) Extent to which locally produced and locally scheduled video programming focuses on the designated access category;
 - f) Extent to which the locally produced and locally scheduled video programming provides value added to cable television subscribers in meeting the demonstrated needs established in the community ascertainment study.
- 1.7 The Commission finds that the City/County Cable Television Office, as the designated access provider for government since June 5, 2019, has fully complied with the criteria and expectations for designation (as documented in the CVTV Annual Production Reports 2018 – EXHIBIT B) and recommends that the designation should remain in effect in accordance with the originally established criteria.

NOW THEREFORE BE IT RESOLVED:

Section 2.

- 2.1 The City/County Telecommunications Commission, through this Resolution recommends, the continued designation of the City/County Cable Television Office as the government access provider for the Comcast and CenturyLink cable systems, subject to annual review by the Commission as outlined in Section 1.3 and Section 1.6 of this Resolution.
- 2.2 The Commission recommends that the City/County Cable Television Office continue to be allocated four channels, channels 21 and 23 and high definition channels 321 and 323, on the Comcast and CenturyLink cable systems for government access use.
- 2.3 Staff is directed to forward this Resolution to the Vancouver City Council, and the Clark County Council.

APPROVED (Date): September 2, 2020



Paul Dicker, Chair, City/County Telecommunications Commission

Exhibits:

Exhibit A –Designated Access Provider Application Form completed by the City/County Cable Television Office, dated May 1, 2020

Exhibit B –CVTV Annual Report for 2019, submitted May 1, 2020

Multifamily Tax Exemption

- The Broadway Apartments

VANCOUVER
CITY HALL



Vancouver City Council September 21, 2020

Chad Eiken, Director Community and Economic Development
Peggy Sheehan, Community Development Programs
Manager

Presentation Overview

- Multifamily Tax Exemption (MFTE) Program overview
- Proposed project- 8 year exemption providing public benefit
- Next steps and timeline

Exemption Options



8 years

- **Market-rate** properties with approved **Development Agreement**

8 years

- Properties with 20% of units for tenants earning up to 100% AMI

10 years

- Properties with 20% of units for tenants earning up to 80% AMI

12 years

- Properties with 20% of units for tenants earning up to 60% AMI

MFTE Project Pipeline

Multi-Family Tax Exemption Program Summary	Completed	In Construction	In Permitting	TOTAL
Approved Projects				
VCCV	17	6	6	29
Fourth Plain	2	1	0	3
Total Approved Projects	19	7	6	32
Total Units				
VCCV	1,266	663	638	2,567
Fourth Plain	212	36	0	248
Total Units	1,478	699	638	2,815
Affordable Units				
VCCV	261	42	91	394
Fourth Plain	196	8	0	204
Total Affordable Units	457	50	91	598

Proposed Project – The Broadway

Developer: Cascadia Development Partners

Project location: 2409 Broadway

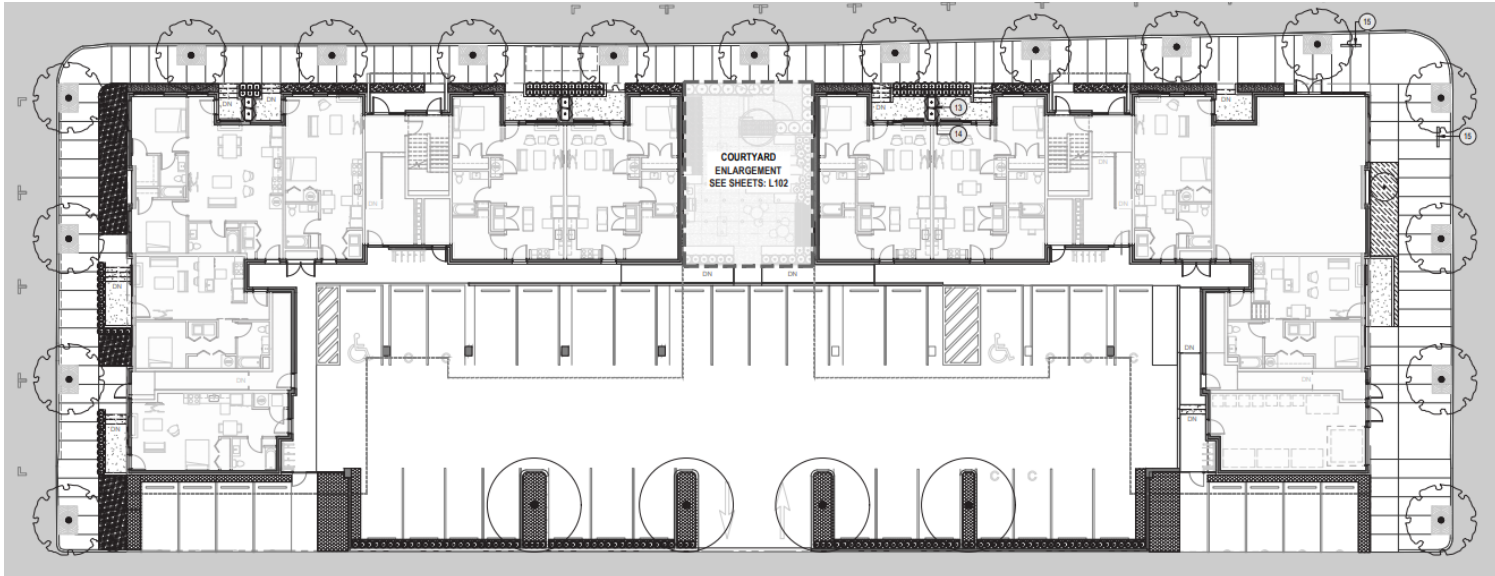
Requested exemption: 8 year market-rate option (Public Benefit Option)



Proposed Project The Broadway

- 3 story mixed-use development
- 45,160 sq. ft. (1,078 for work live units)
- 48 units (studios, 1-BD, 2-BD)

- 36 on-site parking spaces
- \$13 million est. development cost



Unit Mix and Monthly Rent- The Broadway

Unit Type	Projected Monthly Rent	# Units
Studio	\$1,224	10
1 bed/1 bath	\$1,651	23
2 bed	\$2,438	13
2 bed / Live Work	\$2,499	2

All units are market rate (Applicant provided data)

Tax Summary- The Broadway If developed under exemption

	All taxing districts	City of Vancouver
Net Present value of future tax revenue ¹	\$1,428,000	\$518,000
Cost value of Public Benefit Enhanced improvements ²		\$121,090
Subtotal	\$1,428,000	\$639,090
Net present value of “foregone” tax revenue (8 years)	(\$408,000)	(\$126,000)
NET PRESENT 20 YEAR BENEFIT	\$1,020,000	\$513,090

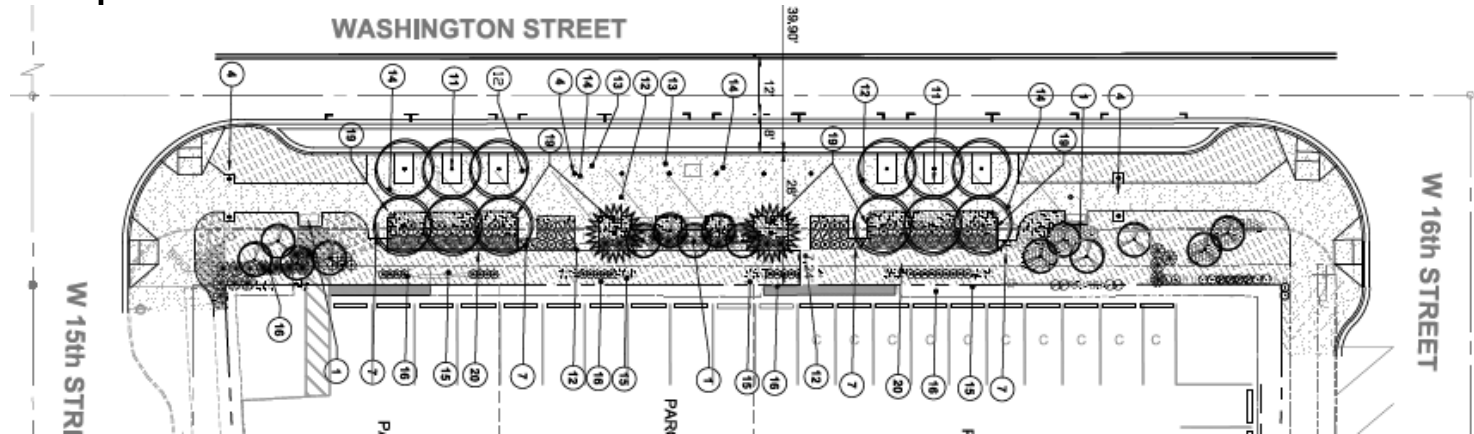
¹ Estimated discounted present value of construction sales tax, utility tax and property tax over 20 years

- Current property taxes are \$7,163/yr.
- Estimated taxes during exemption \$33,299/yr.

Market Rate Projects Require Public Benefit

Public Benefit Summary:

The applicant is proposing to extend a linear park enhanced street frontage improvement at an off-site location ½ mile to the south of the development site.



Public Benefit Description

The linear park elements were installed at the Uptown Apartments on Washington Street at McLoughlin.

Applicant proposes to continue the linear park frontage improvements two blocks south between 15th and 16th Street.(Houser lot)



Public Benefit Description



Public Benefit Description



Public Benefit Description



Public Benefit Description



Standard 12 foot Sidewalk



Enhanced Sidewalk Improvements
at Washington and McLoughlin

Multi-Family Tax Exemption - 14

City Center Redevelopment Authority Review

- The project design was approved by the full CCRA committee on July 16, 2020.
- The CCRA has requested that staff provide additional guidance on how to quantify the “public benefit” improvements as a measurable standard for market rate proposals. The meeting is scheduled for September 27, 2020.

Council Action Requested

- Approve resolution and development agreement allowing applicant to proceed with the tax exemption process using the 8 year market rate with a public benefit option

Questions

Peggy Sheehan, Community Development Programs Manager

360-487-7952

Mark Person, Senior Planner

360-487-7887



Staff Report 134-20

TO: Mayor and City Council

FROM: Eric Holmes, City Manager

DATE: 9/21/2020

SUBJECT Multifamily Tax Exemption: The Broadway Apartments (8-year tax exemption with Public Benefit Improvements)

Key Points

- The Multifamily Tax Exemption Program (VMC 3.22) is designed as an incentive for developers to build new private multi-family development in targeted areas of the City.
- A development applicant is requesting an 8 year property tax exemption for market rate apartments.
- The developer is proposing to provide a public benefit rather than income restricted units.
- The requested exemption facilitates an estimated \$13 million in new construction for a 48 unit apartment building with 36 structured parking spots in the downtown area that may not occur otherwise. This amount does not include any indirect employment associated with construction.
- The exemption accelerates construction of a project that will be on the tax rolls for decades beyond the end of the 8-year exemption period.
- When the tax exemption period ends the project will return to the tax rolls as if it were new construction.
- Over the 20 year period following construction, the project – with the exemption - will generate nearly \$1.4 million in taxes benefiting all taxing districts (ports, schools, county, city, etc.) and a total of \$518,000 in taxes benefitting the City of Vancouver.
- The applicant's public benefit is to provide enhanced street frontage improvements at an off-site location in the downtown area.

Strategic Plan Alignment

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

Goal 8, Objective 8.1: Make downtown Vancouver a vibrant destination for the community and the region.

Goal 8, Objective 8.2: Strengthen neighborhood business districts.

Present Situation

The applicant is requesting an 8 year exemption with development agreement for providing public improvements in lieu of affordable units. The proposed project will take place at 2409 Broadway.

The developer is proposing two 3-story buildings containing a total of 48 units with 36 on-site parking spaces.

The estimated development cost is \$13 million. Unit types will include:

10 Studio units	\$1,224 mo.
23 1BR/ 1BA units	\$1,651 mo.
13 2BR units	\$2,438 mo.
2 2BR Live/work units	\$2,499 mo.

For the public benefit component the applicant is proposing to extend a linear park (enhanced street frontage improvement) at an off-site location ½ mile to the south of the development site.

Similar linear park elements were previously installed at the Uptown Apartments on Washington Street south of McLoughlin Boulevard. The applicant proposes to continue the existing linear park frontage improvements at a site two blocks south between 15th and 16th Streets. The applicant has provided a cost analysis of the enhanced improvements at \$121,090. The project was reviewed and approved by the City Center Redevelopment Authority on Thursday, July 16, 2020. CCRA asked that staff review the public benefit option to provide more clarification on the improvements.

The 2019 property taxes for the development site are estimated to be \$6,915. Over 20 years (allowing development with the exemption) the project is estimated to generate nearly \$1.43 million in taxes benefiting all taxing districts (ports, county, city, etc.) with \$518,000 specifically generated for the City of Vancouver. Potentially foregone revenue is estimated at \$408,000 for all taxing districts and \$126,000 specifically for Vancouver. Without the exemption the site might forego the higher developed site tax revenues as well as affordable residential housing units. Following the exemption period the project will return to the tax rolls at full value.

Advantage(s)

1. Adds 48 new multifamily units in the VCCV subarea district.
2. Adds public benefit of enhanced street frontage improvements by extending current linear park.
3. Increases taxable property value of the existing site.
4. Accelerates development in the downtown area adding new residential units to support local businesses.

Disadvantage(s)

The City will forego \$126,000 in property taxes over the 8 year exemption duration.

Budget Impact

The City will receive additional revenues with the development itself, including sales tax, permit fees and system development charges. There will be a small incremental increase in demand for public services during the initial 8-year exemption period without appurtenant tax revenues. Following the 8-year exemption period, the property will return to the tax base as new construction and the city and other taxing districts will begin receiving property taxes.

Prior Council Review

Council memorandum dated September 14, 2020 (attached).

Action Requested

On Monday, September 21, 2020, following a public hearing, adopt a resolution approving the development agreement with 25th and Broadway Investors LLC and authorizing the City Manager or designee execute a multi-family housing limited property tax exemption agreement.

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

ATTACHMENTS:

- ▢ The Broadway Apartments MFTE resolution
- ▢ The Broadway Apartments MFTE agreement
- ▢ The Broadway Apartments MFTE memo
- ▢ Presentation

09/21/20

RESOLUTION NO. M-_____

A RESOLUTION of the City Council of the City of Vancouver approving an agreement with 25th and Broadway Investors LLC for an 8 year property tax exemption with public improvements for the abutting property located at 2409 Broadway Street (Exhibit A) in Vancouver, Washington.

WHEREAS, the City of Vancouver desires to stimulate new construction of multi-family rental housing in specifically designated urban areas in order to reduce development pressure on single-family residential neighborhoods, to increase and improve housing opportunities, and encourage development densities supportive of tenant use, and

WHEREAS, the City is interested in promoting new rental housing in the VCCV subarea in the City of Vancouver; and

WHEREAS, the City has, pursuant to authority granted under the Revised Code of Washington (RCW), designated various “Residential Target Areas” for the provision of limited property tax exemptions for new multi-family residential housing; and

WHEREAS, the City has set forth in Chapter 3.22 of the Vancouver Municipal Code (VMC) a program whereby property owners may qualify for a “Final Certificate of Tax Exemption,” which certifies to the Clark County Assessor and Treasurer that a property is eligible to receive a limited property tax exemption; and

WHEREAS, 25th and Broadway Investors LLC (Applicant) is interested in receiving a limited property tax exemption for constructing units of new multi-family rental housing within

RESOLUTION - 1

the VCCV subarea, which is a designated “Residential Target Area” identified in Chapter 3.22 VMC; and,

WHEREAS, the Applicant has submitted to the City a complete application for the City’s limited tax exemption program outlining the proposed development of new multi-family rental housing to be constructed on property located at 2409 Broadway (Property); and

WHEREAS, the City has determined that the improvements to the Property including those outlined in the Development Agreement (Exhibit B) will, if completed, satisfy the requirements for a Final Certificate of Tax Exemption.

NOW, THEREFORE,

BE IT RESOLVED BY THE CITY OF VANCOUVER:

Section 1. Agreement attached hereto as Exhibit B between 25th and Broadway Investors LLC and the City of Vancouver, a Washington Municipal Corporation, is approved.

Section 2. The City Manager of the City of Vancouver or his designee is authorized to execute the Agreement attached hereto as Exhibit B.

ADOPTED at a regular session of the Vancouver City Council this ____ day of _____, 2020.

Anne McEnery-Ogle, Mayor

Attest:

Natasha Ramras, City Clerk

Approved as to form:

Jonathan Young, City Attorney

RESOLUTION - 2

EXHIBIT A
LEGAL DESCRIPTION

LOTS 1- 6, BLK 18, OF THE ARNADA PARK BLK 18 REPLAT, RECORDED IN BOOK B,
PAGE 26, RECORDS OF CLARK COUNTY, WA.

RESOLUTION - 3

**DEVELOPMENT AGREEMENT
for
MULTI-FAMILY HOUSING LIMITED PROPERTY TAX
EXEMPTION**

THIS AGREEMENT is entered into this ____ day of _____, 2020, by and between 25th and Broadway Investors LLC (hereinafter referred to as “Applicant”), and the CITY OF VANCOUVER, a Washington Charter City of the First Class (hereinafter referred to as “City”).

WITNESSETH:

WHEREAS, the City desires to stimulate new construction of multi-family housing in certain designated urban areas in order to reduce development pressure on single-family residential neighborhoods, to increase and improve housing opportunities, and to encourage development densities supportive of transit use, and

WHEREAS, the City is interested in promoting new housing in the downtown area of the City of Vancouver, and

WHEREAS, the City has, pursuant to authority granted to it under the Revised Code of Washington (RCW), designated various Residential Target Areas for the provision of limited property tax exemptions for new multi-family residential housing, and

WHEREAS, the City has, as set forth at Chapter 3.22 of the Vancouver Municipal Code (“VMC”), enacted a program whereby property owners may qualify for a Final Certificate of Tax Exemption which certifies to the Clark County Assessor and Treasurer that the Applicant is eligible to receive a limited property tax exemption, and

WHEREAS, the Applicant is interested in receiving a limited property tax exemption for constructing units of new multi-family residential housing within the Vancouver City Center Vision Subarea, which is a Designated Residential Target Area identified in Chapter 3.22 VMC, and

WHEREAS, the Applicant has submitted to the City a complete application for the City’s limited tax exemption program outlining the proposed development of new multi-family residential housing to be constructed on property described in the legal description in Exhibit A (Property) for an 8 year market rate tax abatement.

WHEREAS, the City has determined that the improvements to the Property will, if completed as proposed, satisfy the requirements for a Final Certificate of Tax Exemption.

NOW THEREFORE, the City and Applicant mutually agree as follows:

1. The City agrees to issue the Applicant a Conditional Certificate of Acceptance of Tax Exemption.
2. The City has determined that the Development provides public benefits in lieu of affordable housing units on the Property and within the Vancouver City Center Vision Subarea generally and agrees to issue the Applicant a Conditional Certificate of Acceptance of Tax Exemption for a period of eight (8) years in accordance with VMC 3.22.040 (the “Conditional Certificate”). The public benefits provided by the applicant for this project include but are not limited to those set forth on Exhibit B attached hereto (the “Public Benefits”).
3. All work performed by the Applicant shall comply with requirements of Washington State law pertaining to public bidding (Chapter 39.04 RCW) and prevailing wage (Chapter 39.12 RCW). The parties agree to develop a protocol for compliance with both Chapters and to follow such protocol.
4. The Applicant agrees to construct on the Property multi-family residential housing as described in the most recent site plans, floor plans, and elevations on file with the City as of the date of City Council approval of this agreement. In no event shall such construction provide fewer than 48 new permanent multi-family residential units.
5. The Applicant agrees to complete construction of the agreed upon Property improvements and public benefit improvements (Exhibit B) within three years from the date the City issues the Conditional Certificate of Acceptance of Tax Exemption, or within any extension thereof granted by the City.
6. The Applicant agrees, upon completion of the improvements and upon issuance by the City of a temporary or permanent certificate of occupancy, to file with the City’s Director of Community Development (“Director”) the following:
 - (a) A statement of expenditures made with respect to each multi-family housing unit and the total expenditures made with respect to the entire property;
 - (b) A description of the completed work and a statement of qualifications for the exemption; and
 - (c) A statement that the work was completed within the required three-year period or any authorized extension.
7. The City agrees, conditioned on the Applicant’s successful completion of the Property and off-site improvements in accordance with the terms of this Agreement and on the Applicant’s filing of the materials described in

Paragraph 6 above, to file a Final Certificate of Tax Exemption with the Clark County Treasurer and Assessor within ten days.

8. The Applicant agrees, within 30 days following the first anniversary of the City's filing of the Final Certificate of Tax Exemption, and each year thereafter for a period of eight years, to file a notarized declaration with the Director indicating the following:
 - (a) A statement identifying the total number of occupied and vacant multi-family units receiving a property tax exemption;
 - (b) A certification that the property continues to be in compliance with this Agreement, Chapter 3.22 VMC, and Chapter 84.14 RCW;
 - (c) A description of any improvements or changes to the property constructed after the issuance of the certificate of tax exemption; and
 - (d) The total monthly rent for each unit.
9. The applicant agrees to maintain the property including all improvements in compliance with all applicable City codes and requirements.
10. The Applicant agrees to maintain records supporting all information provided to the City and to make those records and the multi-family units available for inspection by the City. Failure to submit the annual declaration identified in Paragraph 8 or to maintain adequate records may result in the tax exemption being canceled.
11. If the Applicant converts the multi-family residential housing units constructed under this Agreement to another use, the Applicant shall notify the Clark County Assessor and Treasurer and the Director within 60 days of such change in use.
12. The Applicant agrees to notify the Director promptly of any transfer of the Applicant's ownership interest in the site or in the improvements made to the site under this Agreement.
13. The City reserves the right to cancel the Final Certificate of Tax Exemption should the Applicant, its successors and assigns, fail to comply with any of the terms and conditions of this Agreement. Cancellation of the Final Certificate of Tax Exemption may subject the Applicant to potential tax liability as further described in RCW 84.14;
14. No modifications of this Agreement shall be made unless mutually agreed upon by the parties in writing.
15. In the event that any term or clause of this Agreement conflicts with applicable law, such conflict shall not affect other terms of this Agreement

which can be given effect without the conflicting term or clause, and to this end, the terms of this Agreement are declared to be severable.

- 16. Applicant agrees that this Agreement is subject to the Vancouver Multi-Family Housing Tax Exemption set forth at Vancouver Municipal Code, Chapter 3.22.

CITY OF VANCOUVER

25th and Broadway Investors LLC

Eric Holmes, City Manager

Name-Title

Attest:

Natasha Ramras, City Clerk

Approved as to form:

Jonathan Young, City Attorney

EXHIBIT A
LEGAL DESCRIPTION

LOTS 1- 6, BLK 18, OF THE ARNADA PARK BLK 18 REPLAT, RECORDED IN BOOK B,
PAGE 26, RECORDS OF CLARK COUNTY, WA.

EXHIBIT B
DEVELOPMENT AGREEMENT
PUBLIC BENEFIT

1 of 2

Enhanced street frontage improvements to be installed on the east street frontage of Washington Street between 15th and 16th Streets. Improvements will be subject to review and approval by the City public works department. The enhanced improvement details are depicted in the Applicant provided drawing below.

16th Street

STREET LEVEL PLANT LEGEND

SYM	NAME	SIZE
TREES		
	<i>Liquidambar styraciflua</i> 'Slender Silhouette' Slender Silhouette Sweetgum	2" cal / B&B
	<i>Metasequoia glyptostroboides</i> 'Sheriden Spire' Columnar Dawn Redwood	6' - 7' / B&B
	<i>Nyssa sylvatica</i> Black Tupelo	2" cal / B&B
SHRUBS		
	<i>Abelia x grandiflora</i> Glossy Abelia	5 gal
	<i>Arctostaphylos uva-ursi</i> Kinnickinnick	1 gal
	<i>Calluna vulgaris</i> 'Aurea' Scotch Heather	1 gal
	<i>Carex morrowii</i> 'Evergold' Evergold Sedge	1 gal
	<i>Carex testacea</i> Orange New Zealand Sedge	1 gal
	<i>Ceonothus</i> 'Victoria' Victoria Lilac	5 gal
	<i>Daphne odora</i> 'Marginata' Winter Daphne	3 gal
	<i>Erica cinerea</i> 'Atropurpurea' Purple Bell Heath	1 gal
	<i>Fuschia magellanica</i> Magellan Fuschia	1 gal
	<i>Hemerocalis</i> 'Stella de Oro' Stella de Oro Daylily	1 gal
	<i>Heuchera</i> 'Keylim' Keylime Heuchera	1 gal
	<i>Ilex glabra</i> 'Shamrock' Shamrock Holly	5 gal
	<i>Lavendula stoechas</i> 'Otto Quast' Otto Quast Spanish Lanendar	1 gal
	<i>Mahonia aquifolium</i> Oregon Grape	5 gal
	<i>Mahonia repens</i> Creeping Mahonia	3 gal
	<i>Nandina domestica</i> 'Fire Power' Fire Power Nandina	3 gal
	<i>Osmanthus delavayi</i> Delavay Osmanthus	5 gal
	<i>Pennisetum alopecuroides</i> 'Hameln' Hameln Dwarf Fountain Grass	1 gal
	<i>Pennisetum alopecuroides</i> 'Little Bunny' Little Bunny Dwarf Fountain Grass	1 gal
	<i>Phormium tenax</i> 'Sundowner' Sundowner New Zealand Flax	3 gal
	<i>Pieris japonica</i> 'Cavatine' Cavatine Lily of the Valley	3 gal
	<i>Polystichum setiferum</i> Soft Shield Fern	1 Gal
	<i>Taxus baccata</i> English Yew	5 Gal
	<i>Vaccinium ovatum</i> Evergreen Huckleberry	5 gal

SITE FEATURES

NO.	ITEM	COMMENTS
1	Bench Type 1	Powder coated, Sch 40 Steel Pipe, 4' Wide
2	Bench Type 2	Powder coated, Sch 40 Steel Pipe, 6' Wide
3	Bench Type 3	Black Steel Slats
4	Bollard Type 1	Non-lighted, Flat Black
5	Not Used	
6	Trash Can type 1	Recycle and Garbage Container
7	Bicycle Rack Type 1	Standard by City of Vancouver
8	Planter Pot Type 1	
9	Planter Pot Type 2	
10	Tree Guard	72" Ht. by 18" Width, Recycled Aluminum
11	Tree Grate	4' x 6' Dimension, Recycled Gray Iron
12	Concrete Paver	Recycled Glass in Concrete Units, 12"x12"
13	Concrete Type 1	
14	Concrete Type 2	Colored Concrete Integral in Mix
19	Pedestrian Light	

15th Street

DATE: September 8, 2020

TO: Mayor and City Council
CC: Eric Holmes, City Manager

FROM: Peggy Sheehan, Programs Manager

RE: Multifamily Tax Exemption Project- The Broadway Apartments

Purpose

Brief Council on a Multifamily Tax Exemption project for “the Broadway”, located at 2409 Broadway is requesting an 8 year tax exemption using the public benefit option.

Background

The City adopted a multifamily tax exemption program to stimulate new construction of multi-family housing in specifically designated urban areas in order to reduce development pressure on single-family residential neighborhoods, to increase and improve housing opportunities, and encourage development densities supportive of tenant use. The table below shows the program progress in providing new and income restricted units.

Multi-Family Tax Exemption Program Summary	Completed	In Construction	In Permitting	TOTAL
Approved Projects				
VCCV	17	6	6	29
Fourth Plain	2	1	0	3
Total Approved Projects	19	7	6	32
Total Units				
VCCV	1,266	663	638	2,567
Fourth Plain	212	36	0	248
Total Units	1,478	699	638	2,815
Affordable Units				
VCCV	261	42	91	394
Fourth Plain	196	8	0	204
Total Affordable Units	457	50	91	598

Current Proposal:

The applicant is requesting an 8 year exemption with development agreement for providing public improvements in lieu of affordable units. The proposed project will take place at 2409 Broadway. The developer is proposing two 3-story buildings containing a total of 48 units with 36 on-site parking spaces.

The estimated development cost is \$13 million. Unit types will include:

10	Studio units	\$1,224 mo.
23	1BR/ 1BA units	\$1,651 mo.
13	2BR units	\$2,438 mo.
2	2BR Live/work units	\$2,499 mo.

The applicant is proposing to extend a linear park (enhanced street frontage improvement) at an off-site location ½ mile to the south of the development site. Similar linear park elements were previously installed at the Uptown Apartments on Washington Street at McLoughlin. The applicant proposes to continue the current linear park frontage improvements two blocks south between 15th and 16th Street. The applicant has provided a cost analysis of the enhanced improvements at \$121,090. For comparison the City engineer estimated that “standard” frontage improvements would cost \$105,370.

The 2019 property taxes on the site, “as is”, are estimated to be \$6,915.

Over 20 years (allowing development with the exemption) the project is estimated to generate nearly \$1.43 million in taxes benefitting all taxing districts (ports, county, city, etc.) with \$518,000 specifically generated for the City of Vancouver. Potentially foregone revenue is estimated at \$408,000 for all taxing districts and \$126,000 specifically for Vancouver. Without the exemption the site might forego the higher developed site tax revenues as well as affordable residential housing units. Following the exemption period the project will return to the tax rolls at full value.

Next Steps

- September 21, 2020 conduct Public Hearing to consider providing exemption.

Staff Contact

Peggy Sheehan- Programs Manager
360-487-7952
peggy.sheehan@cityofvancouver.us

Attachment(s):

- Draft Development Agreement

Multifamily Tax Exemption

- Washington Apartments



September 21, 2020
Vancouver City Council
Public Hearing

Peggy Sheehan- Programs Manager

Presentation Overview

- Multifamily Tax Exemption (MFTE) Program overview
- Proposed project for 8 year property tax exemption at 100% Area Median Income for 20% of the total units.
- Next steps and timeline

Exemption Options

	8 years	• Market-rate properties with approved Development Agreement
	8 years	• Properties with 20% of units for tenants earning up to 100% AMI
	10 years	• Properties with 20% of units for tenants earning up to 80% AMI
	12 years	• Properties with 20% of units for tenants earning up to 60% AMI

MFTE Project Pipeline

Multi-Family Tax Exemption Program Summary	Completed	In Construction	In Permitting	TOTAL
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Affordable Units				
VCCV	261	42	91	394
Fourth Plain	196	8	0	204
Total Affordable Units	457	50	91	598

Proposed Project – Washington Apartments



Proposed Project – Washington Apartments

Developer: Evergreen Downtown Vancouver LLC

Project location: Washington Street and W 5th Street

Requested exemption: 8 year exemption with 20% of units affordable at 100% AMI



Unit Mix and Monthly Rent-

Type	Units	Rent
Studio	20	\$1,240
1 Bed / 1 Ba	84	\$1,545
1 Bed +/- 1 Ba	30	\$1,625
2 Bed / 2 Ba	36	\$1,880

- Applicant provided data
- 34 income restricted units

Tax Summary- If developed under exemption

If exemption granted and project developed:	Total – all taxing districts	City of Vancouver
Net Present value of future tax revenue** (20 year)	\$5,690,000	\$1,774,000
Net present value of “foregone” tax revenue (during exemption period)	(\$1,065,000)	(\$325,000)
Net Present Value Benefit	\$4,625,000	\$1,449,000

**Estimated discounted present value of construction sales tax, utility tax and property tax over 20 years

Council Action Requested

- Approve resolution and agreement allowing applicant to proceed with the tax exemption process.

Questions

Peggy Sheehan- Community Development Programs Manager

360-487-7952

peggy.sheehan@cityofvancouver.us



Staff Report 135-20

TO: Mayor and City Council

FROM: Eric Holmes, City Manager

DATE: 9/21/2020

SUBJECT Multifamily Tax Exemption: Washington Apartments Apartments (8-year tax exemption with 20% of units restricted to 100% area median income)

Key Points

- The Multifamily Tax Exemption Program (VMC 3.22) is designed as an incentive for developers to build new private multi-family development in targeted areas of the City.
- A development applicant is requesting an 8 year property tax exemption where 20% of the total units are reserved for tenants earning up to 100% area median income.
- The requested exemption facilitates an estimated \$45 million in new construction for a mixed use development including 107 apartment units, 9,080 s.f. of retail area and 124 structured parking spots in the downtown area that may not occur otherwise. This amount does not include any indirect employment associated with construction.
- The exemption accelerates construction of a project that will be on the tax rolls for decades beyond the end of the 8-year exemption period.
- When the tax exemption period ends the project will return to the tax rolls as if it were new construction.
- The project will include 34 units (20% of the total units) as income restricted to households at 100% AMI as determined by HUD.
- Over the 20 year period following construction, the project – with the exemption - will generate nearly \$5.69 million in taxes benefiting all taxing districts (ports, schools, county, city, etc.) and a total of \$1.77 million in taxes benefiting the City of Vancouver.

Strategic Plan Alignment

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

Goal 8, Objective 8.1: Make downtown Vancouver a vibrant destination for the community and the region.

Goal 8, Objective 8.2: Strengthen neighborhood business districts.

Present Situation

Evergreen Downtown Vancouver LLC is requesting a multifamily tax exemption for a six-story, mixed use building with 170 apartment units, a 9,080 square foot retail space and 124 structured parking spaces. The project site is located in the Vancouver City Center Vision District at Washington Street and W 5th Street. The project site has an existing 8,400 square foot retail building and a smaller 650 square foot building. The structures will be demolished to accommodate the new development.

The applicant is requesting an 8 year exemption where 20% of the total units are reserved for tenants earning up to 100% area median income. The HUD 100% area median income in the Portland/Vancouver MSA is \$92,100. Limiting that income amount to 30% for housing costs, the maximum monthly affordable rent would be \$2,302.50 per month.

The proposed building will include studio, 1 bedroom, and 2 bedroom units, 34 of which will be income restricted units.

Per the applicant the unit types and rents will be:

- 20 studio units starting at \$806 per month,
- 114 one bedroom units at \$1,545-1,625 per month.
- 36 two bedroom units at \$1,880 per month.

The total estimated development cost is \$45 million. The City Center Redevelopment Authority reviewed and approved the development on September 17, 2020.

Over 20 years (with the exemption) the project is estimated to generate nearly \$5.69 million in taxes benefitting all taxing districts (ports, county, city, etc.) with \$1.77 million specifically generated for the City of Vancouver. Potentially foregone revenue during the exemption is estimated at just over \$1 million for all taxing districts and \$325,000 specifically for Vancouver. Without the proposed development and exemption the site might remain primarily vacant foregoing the higher developed site tax revenues as well as income restricted residential housing units. Following the exemption period the project will return to the tax rolls at full taxable value.

Advantage(s)

1. Adds 107 new multifamily units in the VCCV subarea district.
2. Adds 34 income restricted units for households earning 100% or less of the area median income for the next 8 years.
3. Project will add taxable property value as 3/4 of the site is currently vacant.

Disadvantage(s)

The City will forego \$325,000 in property taxes over the 8 year exemption duration.

Budget Impact

The City will receive additional revenues with the development itself, including sales tax, permit fees and system development charges. There will be a small incremental increase in demand for public services during the initial 8-year exemption period without appurtenant tax revenues.

Following the 8-year exemption period, the property will return to the tax base as new construction and the city and other taxing districts will begin receiving property taxes.

Prior Council Review

Council memorandum dated September 14, 2020 (attached).

Action Requested

On Monday, September 21, 2020, following a public hearing, adopt a resolution approving an agreement with Evergreen Downtown Vancouver LLC and authorizing the City Manager or designee execute a multi-family housing limited property tax exemption agreement and take any and all action necessary to enforce the terms thereof.

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

ATTACHMENTS:

- ▣ Washington Street Apartments MFTE resolution
- ▣ Washington Street Apartments MFTE agreement
- ▣ Washington Street Apartments MFTE memo

09/21/20

RESOLUTION NO. M-

A RESOLUTION of the City Council of the City of Vancouver approving an agreement with Evergreen Downtown Vancouver LLC for an 8 year property tax exemption for the property located on the city block between 4th and 5th Streets and Columbia and Washington Streets (Tax Lots 48320000, 48350000) in Vancouver, Washington, as specifically described in Exhibit A.

WHEREAS, the City of Vancouver desires to stimulate new construction of multi-family housing in specifically designated urban areas in order to reduce development pressure on single-family residential neighborhoods, to increase and improve housing opportunities, and encourage development densities supportive of tenant use, and

WHEREAS, the City is interested in promoting new housing in the downtown Vancouver Central City Vision residential target area in the City of Vancouver; and

WHEREAS, the City has, pursuant to authority granted under the Revised Code of Washington (RCW), designated various “Residential Target Areas” for the provision of limited property tax exemptions for new multi-family residential housing; and

WHEREAS, the City has set forth in Chapter 3.22 of the Vancouver Municipal Code (VMC) a program whereby property owners may qualify for a “Final Certificate of Tax Exemption,” which certifies to the Clark County Assessor and Treasurer that a property is eligible to receive a limited property tax exemption; and

RESOLUTION - 1

WHEREAS, Evergreen Downtown Vancouver LLC (Applicant) is interested in receiving a limited property tax exemption for constructing new multi-family residential housing units within the Downtown VCCV residential target area identified in Chapter 3.22 VMC; and,

WHEREAS, the Applicant has submitted to the City a complete application for the City's limited tax exemption program outlining the proposed development of new multi-family residential housing to be constructed on the city block between 4th and 5th Streets and Columbia and Washington Streets (Tax Lots 48320000, 48350000) (Property); and

WHEREAS, the City has determined that the improvements to the Property will, if completed as proposed, satisfy the requirements for a Final Certificate of Tax Exemption.

NOW, THEREFORE,

BE IT RESOLVED BY THE CITY OF VANCOUVER:

Section 1. Agreement attached hereto as Exhibit B between Evergreen Downtown Vancouver LLC and the City of Vancouver, a Washington Municipal Corporation, is approved.

Section 2. The City Manager of the City of Vancouver or his designee is authorized to execute the attached Exhibit B.

ADOPTED at a regular session of the Vancouver City Council this 21st day of September, 2020.

Anne McEnery-Ogle, Mayor

RESOLUTION - 2

Attest:

Natasha Ramras, City Clerk

Approved as to form:

Jonathan Young, Acting City Attorney

RESOLUTION - 3

MULTI-FAMILY HOUSING LIMITED PROPERTY TAX EXEMPTION AGREEMENT

THIS AGREEMENT is entered into this ____ day of _____, 2020, by and between EVERGREEN DOWNTOWN VANCOUVER LLC (hereinafter referred to as “Applicant”), and the CITY OF VANCOUVER, a Washington Charter City of the First Class (hereinafter referred to as “City”).

WITNESSETH:

WHEREAS, the City desires to stimulate new construction of multi-family housing in certain designated urban areas in order to reduce development pressure on single-family residential neighborhoods, to increase and improve housing opportunities, and to encourage development densities supportive of transit use, and

WHEREAS, the City is interested in promoting new housing in the Downtown VCCV area of the City of Vancouver, and

WHEREAS, the City has, pursuant to authority granted to it under the Revised Code of Washington (RCW), designated Residential Target Areas for the provision of limited property tax exemptions for new multi-family residential housing, and

WHEREAS, the City has, as set forth at Chapter 3.22 of the Vancouver Municipal Code (“VMC”), enacted a program whereby property owners may qualify for a Final Certificate of Tax Exemption which certifies to the Clark County Assessor and Treasurer that the Applicant is eligible to receive a limited property tax exemption, and

WHEREAS, the Applicant is interested in receiving a limited property tax exemption for constructing units of new multi-family residential housing within the Downtown MFTE area, which is a designated Residential Target Area identified in Chapter 3.22 VMC, and

WHEREAS, the Applicant has submitted to the City a complete application for the City’s limited tax exemption program (the “Application”) outlining the proposed development of new multi-family residential housing (“Development”) for an 8 year exemption to be constructed on property located on the city block between 4th and 5th Streets and Columbia and Washington Streets more specifically described on Exhibit A attached hereto (“Property”), and

WHEREAS, the City has determined that the improvements to the Property will, if completed as proposed, satisfy the requirements for a Final Certificate of Tax Exemption.

NOW THEREFORE, the City and Applicant mutually agree as follows:

1. The City agrees to issue the Applicant a Conditional Certificate of Acceptance of Tax Exemption.
2. The Applicant agrees to construct on the Property multi-family residential housing as described in the most recent site plans, floor plans, and elevations on file with the City as of the date of City Council approval of this agreement. In no event shall such construction provide fewer than One hundred and seventy (170) new permanent multi-family residential units.
3. The Applicant commits to renting at least twenty percent of the multi-family housing units (34 units) as affordable housing units to households whose adjusted income is at or below the median family income adjusted for family size as reported by the United States Department of Housing and Urban Development as defined at RCW 84.14.010. The applicant agrees that the property must satisfy that commitment and any additional affordability and income eligibility conditions contained in Chapter 3.22 VMC for the duration of the tax exemption.
4. The Applicant agrees to complete construction of the agreed upon improvements within three years from the of Council approval of this agreement, or within any extension thereof granted by the City.
5. The Applicant agrees, upon completion of the improvements and upon issuance by the City of a temporary or permanent certificate of occupancy, to file with the City's Director of Community Development ("Director") the following:
 - (a) A statement of expenditures made with respect to each multi-family housing unit and the total expenditures made with respect to the entire property;
 - (b) A description of the completed work and a statement of qualifications for the exemption;
 - (c) A statement that the project meets the affordable housing requirements as described in RCW 84.14.020 including a statement committing to renting or selling at least twenty percent of the multifamily housing units as affordable housing units to low and moderate-income households; and
 - (d) A statement that the work was completed within the required three-year period or any authorized extension.

6. The City agrees, conditioned on the Applicant's successful completion of the improvements in accordance with the terms of this Agreement and on the Applicant's filing of the materials described in Paragraph 5 above, to file a Final Certificate of Tax Exemption with the Clark County Treasurer and Assessor within ten (10) days.
7. The Applicant agrees, within 30 days following the first anniversary of the City's filing of the Final Certificate of Tax Exemption, and each year thereafter for the duration of the exemption, to file a notarized declaration with the Director indicating the following:
 - (a) A statement identifying the total number of occupied and vacant multi-family units receiving a property tax exemption;
 - (b) A certification that the property continues to be in compliance with this Agreement, Chapter 3.22 VMC, and Chapter 84.14 RCW;
 - (c) A description of any improvements or changes to the property constructed after the issuance of the certificate of tax exemption;
 - (d) The total monthly rent for each unit;
 - (e) Documentation of the income of each renter household at the time of initial occupancy; and
 - (f) Documentation showing that twenty percent of the units were rented as affordable housing units to low and moderate-income households as defined at RCW 84.14.010 and VMC 3.22.
8. The applicant agrees to maintain the property including all improvements in compliance with all applicable City codes and requirements.
9. The Applicant agrees to maintain records supporting all information provided to the City and to make those records and the multi-family units available for inspection by the City. Failure to submit the annual declaration identified in Paragraph 7 or to maintain adequate records may result in the tax exemption being canceled.
10. If the Applicant converts to another use any of the new multi-family residential housing units constructed under this Agreement, the Applicant shall notify the Clark County Assessor and Treasurer and the Director within 60 days of such change in use.
11. The Applicant agrees to notify the Director promptly of any transfer of the Applicant's ownership interest in the site or in the improvements made to the site under this Agreement.
12. The City reserves the right to cancel the Final Certificate of Tax Exemption should the Applicant, its successors and assigns, fail to comply with any of the terms and conditions of this Agreement. Cancellation of the Final Certificate of Tax Exemption may subject the Applicant to potential tax liability as further described in RCW 84.14; The Applicant

shall have the right to appeal such cancellation pursuant to VMC 3.22.040(N).

13. No modifications of this Agreement shall be made unless mutually agreed upon by the parties in writing.
14. In the event that any term or clause of this Agreement conflicts with applicable law, such conflict shall not affect other terms of this Agreement which can be given effect without the conflicting term or clause, and to this end, the terms of this Agreement are declared to be severable.
15. Applicant agrees that this Agreement is subject to the Vancouver Multi-Family Housing Tax Exemption set forth at Vancouver Municipal Code, Chapter 3.22.

City Of Vancouver

EVERGREEN DOWNTOWN VANCOUVER LLC

Eric Holmes, City Manager

Individual Name / Title

Attest:

Natasha Ramas, City Clerk

Approved as to form:

Jonathan Young, City Attorney

Exhibit A
Legal Description

Tax Lots 48320000 , 48350000

All of Block 14 of the WEST VANCOUVER LOTS plat according to the plat thereof,
recorded in Book D of Plats, Page 30, records of Clark County Washington.

DATE: September 8, 2020

TO: Eric Holmes, City Manager

FROM: Peggy Sheehan, Programs Manager

CC: Chad Eiken, Director, Community & Economic Development

RE: **Multifamily Tax Exemption Project- Washington Apartments**

Purpose

Brief Council on a Multifamily Tax Exemption project named the Washington Apartments prior to the September 21, 2020 public hearing.

Background

In 2001 the City of Vancouver adopted a multifamily tax exemption program to stimulate new construction of multi-family housing in specifically designated urban areas in order to reduce development pressure on single-family residential neighborhoods, to increase and improve housing opportunities, and encourage development densities supportive of tenant use. The table below shows the program progress in encouraging residential development.

Multi-Family Tax Exemption Program Summary	Completed	In Construction	In Permitting	TOTAL
Approved Projects				
VCCV	17	6	6	29
Fourth Plain	2	1	0	3
Total Approved Projects	19	7	6	32
Total Units				
VCCV	1,266	663	638	2,567
Fourth Plain	212	36	0	248
Total Units	1,478	699	638	2,815
Affordable Units				
VCCV	261	42	91	394
Fourth Plain	196	8	0	204
Total Affordable Units	457	50	91	598

Current Proposal

Evergreen Downtown Vancouver LLC is requesting a multifamily tax exemption for a six-story, mixed use building with 170 apartment units, a 9,080 square foot retail space and 124 structured parking spaces. The project site is located in the Vancouver City Center Vision District at Washington Street and W 5th Street. The project site has an existing 8,400 square foot retail building and a smaller 650 square feet building. The structures will be demolished to accommodate the new development.

The proposed building will include studio, 1 bedroom and 2 bed room units, 34 of which will be income restricted units.

The applicant is requesting an 8 year exemption where 20% of the total units are reserved for tenants earning up to 100% area median income. The HUD 100% area median income in the Portland/Vancouver MSA is \$92,100. Limiting that income amount to 30% for housing costs, the maximum monthly affordable rent would be \$2,302.50 per month.

Unit types will include:

20 studio units starting at \$806 per month,
114 one bedroom units at \$1,545-1,625 per month.
36 two bedroom units at \$1,880 per month.

The total estimated development cost is \$45 million.

Over 20 years (with the exemption) the project is estimated to generate nearly \$5.7 million in taxes benefitting all taxing districts (ports, county, city, etc.) with \$1.8 million specifically generated for the City of Vancouver. Potentially foregone revenue during the exemption is estimated at just over \$1 million for all taxing districts and \$325,000 specifically for Vancouver. Without the proposed development and exemption the site might remain primarily vacant foregoing the higher developed site tax revenues as well as income restricted residential housing units. Following the exemption period the project will return to the tax rolls at full taxable value.

Next Steps

- On September 21, 2020 conduct Public Hearing to consider a resolution on allowing the proposed exemption.

Staff Contact

Peggy Sheehan- Programs Manager

360-487-7952

peggy.sheehan@cityofvancouver.us



Staff Report 110-20

TO: Mayor and City Council

FROM: Eric Holmes, City Manager

DATE: 9/21/2020

SUBJECT Street vacation of partially improved right-of-way associated with the alley connecting U Street and Fort Vancouver Way

Key Points

- Right-of-way vacation of approximately 2,980 square feet associated with an existing partially improved public alley connecting U Street to Fort Vancouver Way, all located within a portion of Rowley's Eighth Addition.
- There are no existing utilities within the proposed vacation area.
- Eliminates excess and unused right-of-way and facilitates future site development by the Clark College Foundation.
- The vacation process for this alley was initiated in March 2020 but was interrupted by the COVID-19 pandemic

Strategic Plan Alignment

Goal 10: Use our influence to support community partners' actions, projects and initiatives that improve our community's livability and prosperity.

Objective 10.1: Lend the City's support, as appropriate, to assist with the success of community projects.

Present Situation

The City has received a request from Clark Community College District No. 14 Foundation (the Applicant) to vacate a portion of public alley connecting U Street to Fort Vancouver Way, located on the south side of Fourth Plain Blvd. The right-of-way is specifically located within a portion of Rowley's Eighth Addition, within the Southeast Quarter of Section 23, Township 2 North, Range 1 East, Willamette Meridian.

The alley right-of-way extends from the east side of the U Street right-of-way eastward approximately 120 feet where it connects to the right-of-way for Fort Vancouver Way. This right-of-

way has historically been used to provide property access to the adjoining properties, and is roughly paved, with no sidewalk, curb or gutter. The physical connection of this alley to Fort Vancouver Way was abandoned and blocked in 2016 with the construction of a stop for The Vine bus rapid transit system at this location.

Staff has reviewed the City's Transportation System Plan and determined there is no future need for this portion of alley right-of-way. Therefore, vacation of this alley right-of-way will have no adverse impact on the City's transportation assets. Staff has contacted all private utility owners with facilities potentially located within the alley right-of-way to be vacated; there are no known private utilities identified within the right-of-way. Also, the alley right-of-way contains no known City of Vancouver utilities.

Generally under VMC 11.05.130, the property associated with a vacated street belongs to the abutting property owners, one-half to each, subject to vested property rights. Multiple parcels adjoin the alley right-of-way to be vacated. The single parcel on the south side of the alley is owned by the State of Washington and is part of the Clark College campus. The parcels on the north side of the alley are owned by the Applicant. The Applicant has contacted the State and they have agreed to release all interest in the subject right-of-way, allowing the applicant to obtain the entirety of the area to be vacated. A letter from the State of Washington Department of Enterprise Services is attached.

RCW 35.79.030 and VMC 11.05.120 authorize, but do not require, the City to collect compensation for the value of public right-of-way that is vacated. Based on a property value analysis of this area, the value of the subject right-of-way is estimated to be \$27,952. City Council may pass an ordinance to vacate a property without requiring compensation for such vacation where: (1) the property was not acquired at City expense; (2) the subject property is not needed for public travel either now or in the foreseeable future; and (3) the City's maintenance or upkeep of the subject property is unrelated to its use for public travel.

Records indicate that the subject area of right-of-way was dedicated in 1905 as part of the plat for Rowley's Eighth Addition; it appears that the City incurred no cost in obtaining this right-of-way. Because the physical connection of this alley to Fort Vancouver Way was abandoned with the construction of The Vine bus rapid transit system, there is no present or future transportation needs associated with this portion of alley right-of-way. In addition, vacation of the right-of-way will facilitate the Clark College Foundation's plans for redevelopment of this area as a gateway to the Clark College campus in support of the public higher education mission. As a part of that development, Clark College will provide improved pedestrian circulation facilities between Fourth Plain Blvd. and Fort Vancouver Way. Based on these circumstances, per the provisions of VMC 11.05.120(D), staff recommends that no compensation be required for the vacated right-of-way.

The vacation process for this right-of-way was originally initiated March 2, 2020, with Council approval of a resolution of intent to set a public hearing on the proposed vacation for April 6, 2020. That public hearing was canceled due to restrictions to the types of actions public agencies were allowed to take during the Governor's Stay Home Stay Healthy order in response to the COVID-19 pandemic. Those restrictions have since been lifted, and staff is requesting the vacation process for this alley be re-initiated at this time.

Advantage(s)

1. Facilitates cohesive development of the larger properties held by Clark College and the Clark College Foundation in support of their higher education mission.
2. Facilitates future re-development of existing properties.
3. Relieves the City of maintenance and liability obligations for the property.

Disadvantage(s)

No known disadvantages.

Budget Impact

None

Prior Council Review

March 2, 2020 - original initiative of right-of-way vacation process

Action Requested

On Monday, September 21, 2020, subject to second reading and public hearing, approve the ordinance vacating the right-of-way.

Eric Hahn, Senior Civil Engineer, 360-487-7702; Ryan Lopossa, Streets and Transportation Manager, 360-487-7706

ATTACHMENTS:

- ▢ Resolution M-4087
- ▢ Ordinance
- ▢ Exhibits A1 and B1 - Legal Description & Site Map (ROW Area 1)
- ▢ Exhibits A2 and B2 - Legal Description & Site Map (ROW Area 2)
- ▢ Overall Vicinity Map
- ▢ State of Washington Letter

8/24/2020

RESOLUTION NO. M-4087

A RESOLUTION fixing September 21, 2020, as the date for a public hearing on a proposal to vacate the public right-of-way associated with the alley connecting U Street and Fort Vancouver Way, on the south side of Fourth Plain Blvd, located within a portion of Rowley's Eighth Addition, in the Southeast Quarter of Section 23, Township 2 North, Range 1 East, Willamette Meridian, City of Vancouver, Clark County, Washington.

BE IT RESOLVED BY THE CITY OF VANCOUVER:

Section 1. As recommended in SR- 110-20, City Council, pursuant to VMC 11.05.040 and RCW 35.79.010, hereby initiates procedures to vacate the right-of-way of the alley connecting U Street and Fort Vancouver Way, on the south side of Fourth Plain Blvd.

Section 2. The street area proposed to be vacated is described on Exhibits "A1" and "A2" and shown on Exhibits "B1" and "B2"; Exhibits "A1", "A2," "B1", and "B2" are attached hereto and incorporated herein.

Section 3. On September 21, 2020 at 6:30 p.m. in the Council Chambers in City Hall, 415 West 6th Street, Vancouver, Washington, City Council will hold a public hearing on the proposed street vacation. Due to COVID-19, if in-person attendance at public meetings remains prohibited by Emergency Proclamation 20-28.8, including any amendments thereto or extensions thereof, or by any other lawful order or declaration, then this public hearing will be conducted remotely.

Section 4. The City Clerk shall provide notice of the proposed right-of-way vacation and the time and place of the public hearing, as required by VMC 11.05.060 and RCW 35.79.020.

RESOLUTION - 1

ADOPTED at regular session of the Council of the City of Vancouver, this 24th
day of August, 2020.

DocuSigned by:

58CB15C0032F403...
Anne McEnerny-Ogle, Mayor

Attest:

DocuSigned by:

BCF6734E40E94AE...
Natasha Ramras, City Clerk

Approved as to form:

DocuSigned by:

9A7DC2E31F094A2...
Jonathan Young, City Attorney

RESOLUTION - 2

08/24/20
09/21/20

ORDINANCE NO. _____

AN ORDINANCE vacating the right-of-way associated with the alley connecting U Street and Fort Vancouver Way, on the south side of Fourth Plain Blvd, located within a portion of Rowley's Eighth Addition, in the Southeast Quarter of Section 23, Township 2 North, Range 1 East, Willamette Meridian, City of Vancouver, Clark County, Washington; and providing for an effective date.

WHEREAS, under Vancouver Municipal Code ("VMC") 11.05.040, the owner of real property abutting the alley connecting U Street and Fort Vancouver Way filed a petition with the Director of Public Works, requesting the City to vacate the alley; and

WHEREAS, the subject right-of-way consists of approximately 2,980 square feet; and

WHEREAS, City staff has contacted utility owners and found that there are no known public utility facilities within the right-of-way; and

WHEREAS, records indicate that the subject area of right-of-way was dedicated at no cost to the City, there are no present or future public travel needs associated with the right-of-way, and the City has been providing maintenance or upkeep of the right-of-way that is unrelated to public travel; and

WHEREAS, as recommended by Staff Report No. 110-20, Council adopted Resolution M-4087 on August 24, 2020, and set the date of public hearing for September 21, 2020, at 6:30 p.m.; and

WHEREAS, The City Clerk caused the notices of the public hearing to be posted and published as required by law; and

WHEREAS, a public hearing was held on September 21, 2020, at which time City Council considered reports and information concerning the proposed right-of way vacation and found that: (1) A vacation of the right-of-way will better serve the public; (2) The right-of-way is no longer needed for public access and changes are not likely to occur in the future requiring the need for the right of way; and (3) There are no objections to the vacation sufficient to deny its approval.

NOW, THEREFORE,

BE IT ORDAINED BY THE CITY OF VANCOUVER:

Section 1. Right-of-Way Vacation. The street area that is described on Exhibits “A1” and “A2” and shown on Exhibits “B1” and “B2” is hereby vacated. Exhibits “A1,” “A2,” “B1,” and “B2” are incorporated by reference.

Section 2. Effective date. This ordinance shall go into effect five days after its recording.

Read first time: August 24, 2020

Ayes: Councilmembers Fox, Paulsen, Lebowsky, Stober, Hansen, Mayor McEnerny-Ogle

Nays: None

Absent: Councilmember Glover

Read second time:

PASSED by the following vote:

Ayes: Councilmembers

Nays: Councilmembers

Absent: Councilmembers

SIGNED this _____ day of _____, 2020.

Anne McEnerny-Ogle, Mayor

Attest:

Natasha Ramras, City Clerk

Approved as to form:

Jonathan Young, City Attorney

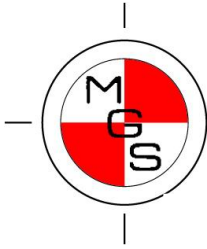
SUMMARY

ORDINANCE NO. _____

AN ORDINANCE vacating the right-of-way associated with the alley connecting U Street and Fort Vancouver Way, on the south side of Fourth Plain Blvd, located within a portion of Rowley's Eighth Addition, in the Southeast Quarter of Section 23, Township 2 North, Range 1 East, Willamette Meridian, City of Vancouver, Clark County, Washington; and providing for an effective date.

The full text of this ordinance will be mailed upon request. Contact Raelyn McJilton, Records Officer at 487-8711, or via www.cityofvancouver.us (Go to City Government and Public Records).

Exhibit A1
Legal Description (Area 1)



**MINISTER-GLAESER
SURVEYING INC.**

*Vancouver Office – 2200 E. Evergreen Blvd., Vancouver, Washington 98661
(360) 694-3313 (360) 694-8410 FAX
Pasco Office – 6303 Burden Blvd. Suite E, Pasco, Washington 99301
(509) 544-7802 (509) 544-7862 FAX*

August 26, 2019

**CITY OF VANCOUVER ALLEY RIGHT OF WAY RELINQUISHMENT
TO CLARK COMMUNITY COLLEGE DISTRICT 14 FOUNDATION PARCEL
DESCRIBED IN AUDITOR'S FILE NO. 4188816:**

A strip of land located in "ROWLEY'S EIGHTH ADDITION" according to the plat thereof recorded in Book "B" of plats, at Page 38, records of Clark County, located in a portion of the Southwest quarter of the Southeast quarter of Section 23, Township 2 North, Range 1 East, Willamette Meridian, City of Vancouver, Clark County, Washington, more particularly described as follows;

COMMENCING at a stone monument marking the Northeasterly corner of the former United States Military Reservation in Vancouver, Washington;

Thence North 73°01'17" West along the North boundary of the former United States Military Reservation and the South line of said "ROWLEY'S EIGHTH EDIDITON", 469.85 feet to a point that lies 55.00 feet left of the centerline of Fort Vancouver Way, when measured at right angles, as constructed per City of Vancouver Transportation Files, Roll 162, Map 9 (162/9);

Thence North 63°12'48" East, 55.00 feet left and parallel to said centerline, 36.14 feet, more or less, to a point on the South line of that certain tract of land conveyed to Clark Community College District 14 Foundation by Statutory Warranty Deed recorded under Auditor's File Number (AFN) 3435321;

Thence North 73°01'17" West, 70.43 feet, more or less, to the common Southerly corner of said Clark Community College District 14 Foundation parcel AFN 3435321 and that certain tract of land conveyed to Clark Community College District 14 Foundation by Statutory Warranty Deed recorded under AFN 4188816, and the **TRUE POINT OF BEGINNING**;

Thence continuing North 73°01'17" West, along the South line of said Clark Community College District 14 Foundation parcel AFN 4188816, 65.66 feet, more or less, to the Southwest corner thereof;

Thence leaving said South line, South $00^{\circ}00'58''$ West, 26.14 feet, more or less, to the North line of said United States Military Reservation;

Thence South $73^{\circ}01'17''$ East, along the North line of said United States Military Reservation, 58.03, more or less;

Thence North $16^{\circ}58'43''$ East, perpendicular to the North line of said United States Military Reservation, 25.00 feet, more or less, to the **TRUE POINT OF BEGINNING**.

CONTAINING 1,546 square feet, more or less.

Exhibit B1

Site Map of Legal Description (Area 1)

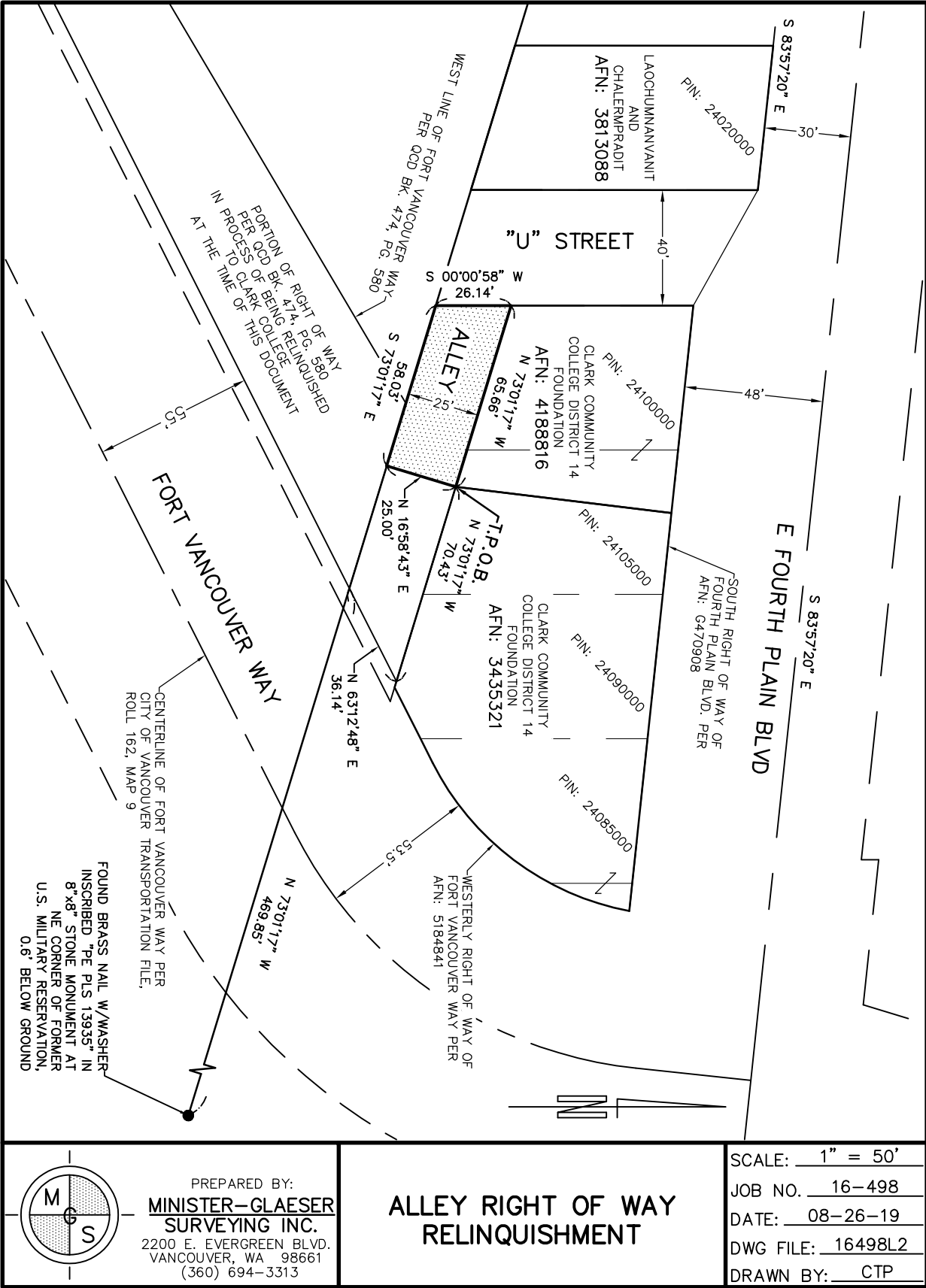
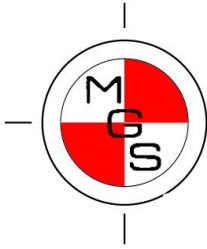


Exhibit A2
Legal Description (Area 2)



**MINISTER-GLAESER
SURVEYING INC.**

*Vancouver Office – 2200 E. Evergreen Blvd., Vancouver, Washington 98661
(360) 694-3313 (360) 694-8410 FAX
Pasco Office – 6303 Burden Blvd. Suite E, Pasco, Washington 99301
(509) 544-7802 (509) 544-7862 FAX*

August 26, 2019

**CITY OF VANCOUVER ALLEY RIGHT OF WAY RELINQUISHMENT
TO CLARK COMMUNITY COLLEGE DISTRICT 14 FOUNDATION PARCEL
DESCRIBED IN AUDITOR'S FILE NO. 3435321:**

A strip of land located in "ROWLEY'S EIGHTH ADDITION" according to the plat thereof recorded in Book "B" of plats, at Page 38, records of Clark County, located in a portion of the Southwest quarter of the Southeast quarter of Section 23, Township 2 North, Range 1 East, Willamette Meridian, City of Vancouver, Clark County, Washington, more particularly described as follows;

COMMENCING at a stone monument marking the Northeasterly corner of the former United States Military Reservation in Vancouver, Washington;

Thence North $73^{\circ}01'17''$ West along the North boundary of the former United States Military Reservation and the South line of said "ROWLEY'S EIGHTH EDIDITON", 469.85 feet to a point that lies 55.00 feet left of the centerline of Fort Vancouver Way, when measured at right angles, as constructed per City of Vancouver Transportation Files, Roll 162, Map 9 (162/9), and the **TRUE POINT OF BEGINNING**;

Thence North $63^{\circ}12'48''$ East, 55.00 feet left and parallel to said centerline, 36.14 feet to a point on the South line of that certain tract of land conveyed to Clark Community College District 14 Foundation by Statutory Warranty Deed recorded under Auditor's File Number (AFN) 3435321;

Thence North $73^{\circ}01'17''$ West, 70.43 feet more or less to the common Southerly corner of said Clark Community College District 14 Foundation parcel AFN 3435321 and that certain tract of land conveyed to Clark Community College District 14 Foundation by Statutory Warranty Deed recorded under AFN 4188816;

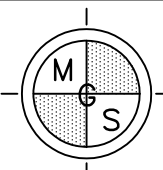
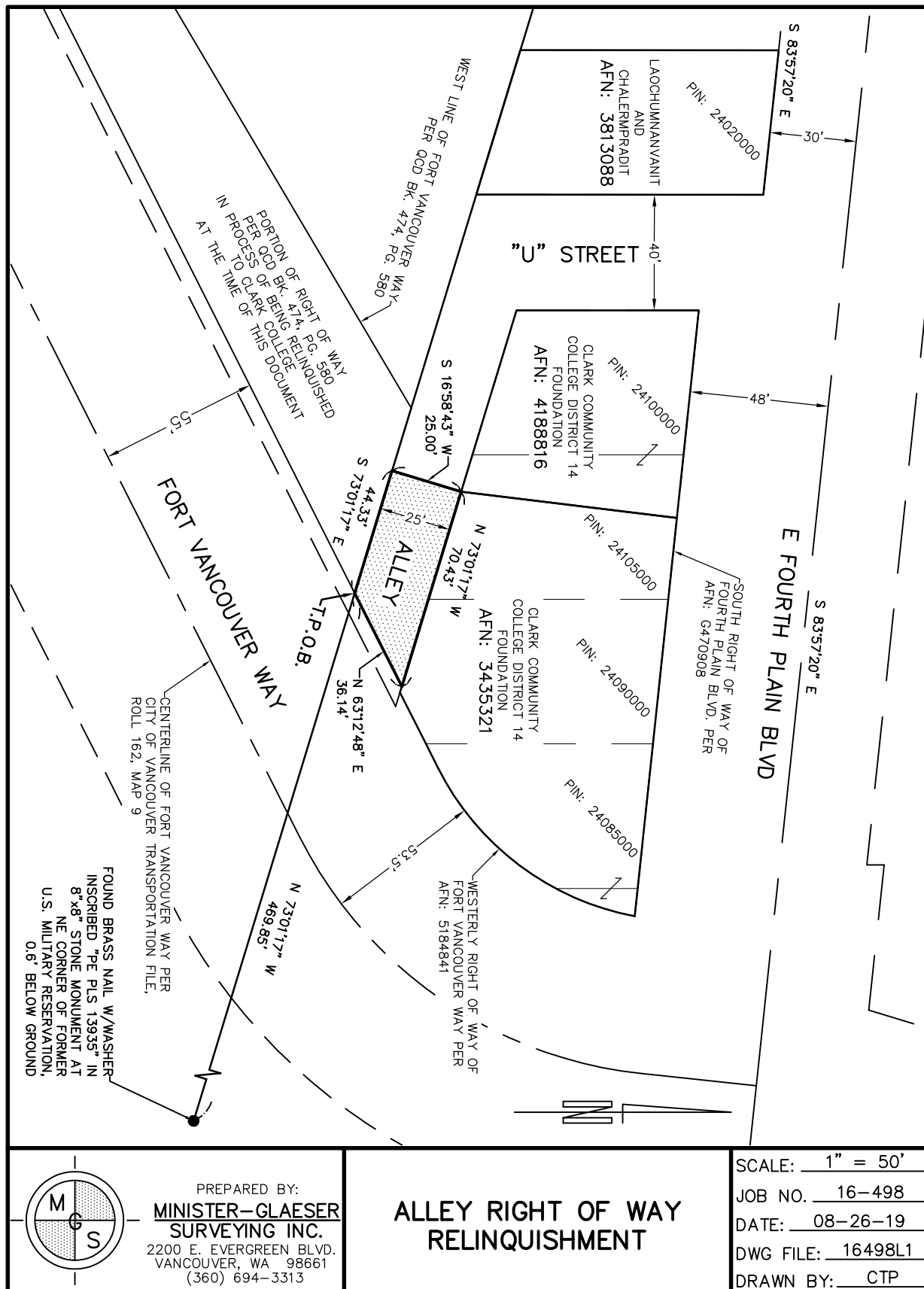
Thence South $16^{\circ}58'43''$ West, 25.00 feet more or less to the North line of said United States Military Reservation;

Thence South $73^{\circ}01'17''$ East, along the North line of said United States Military Reservation, 44.33 feet to the **TRUE POINT OF BEGINNING**.

CONTAINING 1,434 square feet, more or less.

Exhibit B2

Site Map of Legal Description (Area 2)



PREPARED BY:
MINISTER-GLAESER
SURVEYING INC.
 2200 E. EVERGREEN BLVD.
 VANCOUVER, WA 98661
 (360) 694-3313

ALLEY RIGHT OF WAY RELINQUISHMENT

SCALE:	1" = 50'
JOB NO.	16-498
DATE:	08-26-19
DWG FILE:	16498L1
DRAWN BY:	CTP

Exhibit C - Overall Vicinity Map



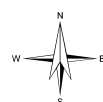
System Utility Map



RUS / PAC

Taxlot #:

1 inch = 100 feet



THE UTILITY INFORMATION SHOWN ON THIS MAP DOES NOT INDICATE OR IMPLY AVAILABILITY. CONTACT THE ENGINEERING COUNTER STAFF AT THE CDD PERMITS CENTER AT (360) 487-7804 OR 415 W. 6TH ST. FOR AVAILABILITY OF SERVICE.

THIS INFORMATION IS COMPILED FROM A VARIETY OF SOURCES.
THE CITY OF VANCOUVER ASSUMES NO RESPONSIBILITY FOR MAP
ACCURACY.



STATE OF WASHINGTON
DEPARTMENT OF ENTERPRISE SERVICES

1500 Jefferson Street SE, Olympia, WA 98501

September 30, 2019

City of Vancouver
P.O. Box 1995
Vancouver, Washington 98668-1995

Subject: Proposed Street Vacation (ROW)
2101 E Fourth Plain Blvd, Vancouver WA 98661
Parcel Numbers 24100000; 24105000, and 24090000

The State of Washington Department of Enterprise Services (DES), and the State Board for Community and Technical Colleges (SBCTC), support the proposed vacation with the alley being transferred to the Clark College Foundation.

If you have any questions or need any additional information, please don't hesitate to contact Seth Wallace, Assistant Director, DES, at 360-407-8253 or seth.wallace@des.wa.gov; and Jan Yoshiwara, Executive Director, SBCTC, at 360-704-4355 or jyoshiwara@sbctc.edu.

Sincerely,

Seth Wallace
Assistant Director
Real Estate Services
Enterprise Services

Jan Yoshiwara
Executive Director
State Board for Community and Technical Colleges



Staff Report 111-20

TO: Mayor and City Council

FROM: Eric Holmes, City Manager

DATE: 9/21/2020

SUBJECT Street vacation of approximately 5,193 square feet of unimproved street right-of-way associated with E 5th Street, located west of Grand Boulevard

Key Points

- Right-of-way vacation of approximately 5,193 square feet of improved street right-of-way;
- There are no existing utilities within the proposed vacation area;
- Eliminates excess and unused right-of-way;
- Staff recommends full compensation be required for the vacated right-of-way.

Strategic Plan Alignment

Goal 1, Objective 1.1: Develop and maintain a safe, balanced and innovative transportation system that will meet the needs of future generations.

This street vacation will generate Revenue to Streets and Transportation in the amount of \$32,716 to help achieve this objective.

Present Situation

Staff has received a request from the applicant, Lee-Way Development Company LLC, to vacate a portion of E 5th Street right-of-way located west of Grand Boulevard. The right-of-way is specifically located within the Southeast Quarter of Section 26, Township 2 North, Range 1 East, Willamette Meridian.

The right-of-way to be vacated contains no public street improvements. Staff has reviewed the City's Transportation Systems Plan and determined there is no future need for this right-of-way to accommodate public travel. Therefore, vacation of this right-of-way will have no adverse impact on the City's transportation assets.

Staff has contacted all utility owners with facilities potentially located within the subject area. The City of Vancouver has no utilities within the area of the proposed vacation. Clark Public Utilities and Century Link have lines running adjacent to but just outside the proposed vacation area; these

facilities will remain within the existing right-of-way. Therefore, no utility easements are required in the proposed vacation area.

Pursuant to VMC 11.05.130, generally the property associated with a vacated street shall belong to the abutting property owners, one-half to each. The right-of-way to be vacated is adjoined only by the parcel represented by the applicant and that portion of E 5th Street maintained by the City. Therefore, the entirety of the area to be vacated will become part of the applicant's parcel.

RCW 35.79.030 provides for, but does not require, the City to collect compensation for the value of public right-of-way that is vacated. Further, VMC 11.05.120 stipulates provisions for the City to calculate and collect compensation for vacated public right-of-way. Property records indicate that the subject area of right-of-way was dedicated in 1942 to the State of Washington to accommodate the 5th Street corridor, which served as a segment of the primary access route to the Kaiser Shipyards from downtown Vancouver. Subsequently, the City received the right-of-way from the State as part of transfers of public streets during annexations of the area.

The City incurred no cost in obtaining the right-of-way. The City has not constructed any street improvements within the subject right-of-way, does not intend to construct any future improvements, and has historically performed no maintenance of this right-of-way area. With this vacation, the subject right-of-way will be returning to the property from which it originated.

However, per the stipulations of VMC 11.05.120(C), when vacated properties have been part of a dedicated public right-of-way for 25 years or more, the applicant must compensate the City in an amount equal to the full fair market value of the property to be vacated. In addition, vacation of the subject right-of-way will provide a direct benefit for private development. Therefore, staff recommends that full compensation be required for the vacated right-of-way. An analysis of the County Assessor's records for similar properties in the vicinity of the proposed vacation area resulted in an estimated property value equal to \$6.30 per square foot. The total area of the proposed vacation is 5,193 square feet. This results in a total estimated property value equal to \$32,716. This sum shall be remitted to the City prior to the right-of-way vacation becoming effective.

Advantage(s)

1. Allows the vacated property to be placed on the tax rolls.
2. Allows the applicant to maximize use of the abutting property.
3. Relieves the City of maintenance and liability obligations for the property.

Disadvantage(s)

No known disadvantages.

Budget Impact

Revenue to Streets and Transportation in the amount of \$32,716.

Prior Council Review

None

Action Requested

On Monday, September 21, 2020, subject to second reading and public hearing, approve the ordinance vacating the right-of-way.

Eric Hahn, Senior Civil Engineer, 360-487-7702; Ryan Lopossa, Streets and Transportation Manager, 360-487-7706

ATTACHMENTS:

- ▣ Resolution M-4088
- ▣ Ordinance
- ▣ Exhibit A - Legal Description
- ▣ Exhibit B - Map exhibit
- ▣ Vicinity Map
- ▣ Property Value Analysis Memo

08/24/20

RESOLUTION NO. M-4088

A RESOLUTION fixing September 21, 2020 as the date for a public hearing on a proposal to vacate a portion of E 5th Street right-of-way located west of Grand Boulevard. The right-of-way is located within the Southeast Quarter of Section 26, Township 2 North, Range 1 East, Willamette Meridian.

BE IT RESOLVED BY THE CITY OF VANCOUVER:

Section 1. As recommended in SR- 111-20, City Council, pursuant to VMC 11.05.040 and RCW 35.79.010, hereby initiates procedures to vacate a portion of the right-of-way of E 5th Street.

Section 2. The legal description and Map Exhibit of the street area proposed to be vacated are attached hereto and incorporated herein as Exhibits “A” and “B”.

Section 3. On September 21, 2020, at the hour of 6:30 p.m. in the Council Chambers in City Hall, 415 West 6th Street, Vancouver, Washington, is fixed as the time and place for public hearing on said proposed street vacation. Due to COVID-19, if in-person attendance at public meetings remains prohibited by Emergency Proclamation 20-28.8, including any amendments thereto or extensions thereof, or by any other lawful order or declaration, then this public hearing will be conducted remotely.

Section 4. The City Clerk shall give notice of the pendency of said proposal and time and place of hearing, as required by VMC 11.05.060 and RCW 35.79.020.

ADOPTED at regular session of the Council of the City of Vancouver, this 24th
day of August, 2020.

DocuSigned by:

58CB15C8632F403...
Anne McEnerny-Ogle, Mayor

Attest:

DocuSigned by:

BCF6734E40E94AE...
Natasha Ramras, City Clerk

Approved as to form:

DocuSigned by:

9A7DC2E31F694A2...
Jonathan Young, City Attorney

08/24/20
09/21/20

ORDINANCE NO. _____

AN ORDINANCE vacating a portion of public right-of-way, associated with E 5th Street located west of Grand Boulevard, and situated within the Southeast Quarter of Section 26, Township 2 North, Range 1 East, Willamette Meridian, City of Vancouver, Clark County, Washington; and providing for an effective date.

WHEREAS, pursuant to Vancouver Municipal Code (“VMC”) 11.05.040, the abutting property owner petitioned the City Council to vacate a portion of public right-of-way associated with E 5th Street located west of Grand Boulevard, within the Southeast Quarter of Section 26, Township 2 North, Range 1 East, Willamette Meridian, City of Vancouver, Clark County, Washington; and

WHEREAS, the subject right-of-way consists of approximately 5,193 square feet; and

WHEREAS, the City has not constructed any street improvements within the subject right-of-way; and

WHEREAS, having determined the petition was sufficient under VMC 11.05.040(E), the Director brought the petition to vacate before City Council, which adopted Resolution M-4088 , setting the date of public hearing on the proposed right-of-way vacation for September 21, 2020, at 6:30 p.m.; and

WHEREAS, the City Clerk provided notice of the public hearing in accordance with VMC 11.05.060; and
ORDINANCE - 1

WHEREAS, on August 24, 2020, the hearing was held and City Council considered the reports and information provided at the public hearing; and

WHEREAS, City Council considered all factors under VMC 11.05.110 and found that: (1) vacation of the right-of-way will better serve the public; (2) the right-of-way is not currently needed for public access and changes are not likely to occur in the future requiring the need for the right of way; and (3) there are no objections to the vacation sufficient to deny its approval; and

WHEREAS, RCW 35.79.030 and VMC 11.05.120 stipulate provisions for the City to collect compensation for the value of public right-of-way that is vacated. VMC 11.05.120(C) stipulates that, when vacated properties have been part of a dedicated public right-of-way for 25 years or more, the applicant must compensate the City in an amount equal to the full fair market value of the property to be vacated. An analysis of the County Assessor's records for similar properties adjacent to the proposed vacation area resulted in an estimated property value equal to \$6.30 per square foot. The total area of the proposed vacation is 5,193 square feet. This results in a total estimated property value equal to \$32,716 ; and

WHEREAS, there are no existing public utilities in the right-of-way to be vacated, and the City does not need to retain the right to grant easements for future utility service within the area of right-of-way to be vacated;

NOW, THEREFORE,

BE IT ORDAINED BY THE CITY OF VANCOUVER:

Section 1. The right-of-way described in the legal description and map exhibit attached hereto and incorporated herein as Exhibits "A" and "B" is hereby vacated.

ORDINANCE - 2

Section 2. The applicant shall remit \$32,716 to the City as compensation for the vacated property

Section 3. Effective date. This ordinance shall go into effect five days after its recording.

Read first time: August 24, 2020

Ayes: Councilmembers Fox, Paulsen, Lebowsky, Stober, Hansen, Mayor McEnerny-Ogle

Nays: None

Absent: Councilmember Glover

Read second time:

PASSED by the following vote:

Ayes: Councilmembers

Nays: Councilmembers

Absent: Councilmembers

SIGNED this _____ day of _____, 2020.

Anne McEnerny-Ogle, Mayor

Attest:

ORDINANCE - 3

Natasha Ramras, City Clerk

Approved as to form:

Jonathan Young, City Attorney

SUMMARY

ORDINANCE NO. _____

AN ORDINANCE vacating a portion of public right-of-way, associated with E 5th Street located west of Grand Boulevard, and situated within the Southeast Quarter of Section

ORDINANCE - 4

26, Township 2 North, Range 1 East, Willamette Meridian, City of Vancouver, Clark County, Washington; and providing for an effective date.

The full text of this ordinance will be mailed upon request. Contact Raelyn McJilton, Records Officer at 487-8711, or via www.cityofvancouver.us (Go to City Government and Public Records).

Exhibit A – Legal Description

Right of Way Vacation Legal Description

Being in a portion of the Southeast One Quarter of the Southeast One Quarter of Section 26 Township 2 North, Range 1 East of the Willamette Meridian, City of Vancouver, Clark County Washington, more particularly described as follows;

Commencing at the Southeast Corner of the Southeast One Quarter of Section 26;

Thence North $00^{\circ}08'55''$ West along the East line of said Southeast One Quarter for a distance of 1105.34 feet;

Thence leaving said East line North $86^{\circ}44'06''$ West for a distance of 520.85 feet to the **Point of Beginning**;

Thence North $72^{\circ}01'57''$ West for a distance of 199.00 feet;

Thence along a 132.72 foot radius curve to the right, through a central angle of $07^{\circ}15'31''$ for an arc distance of 16.81 feet, a chord of which bears South $16^{\circ}17'33''$ West 16.80 feet;

Thence South $19^{\circ}55'21''$ West for a distance of 35.63 feet;

Thence South $86^{\circ}44'06''$ East for a distance of 206.49 feet to the **Point of Beginning**;

Containing 5,193 more or less square feet

Subject to and together with public roads and easements or restrictions of record.

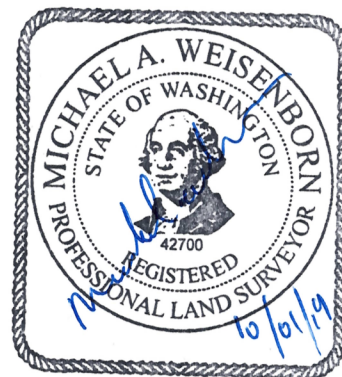


Exhibit B – Map Exhibit

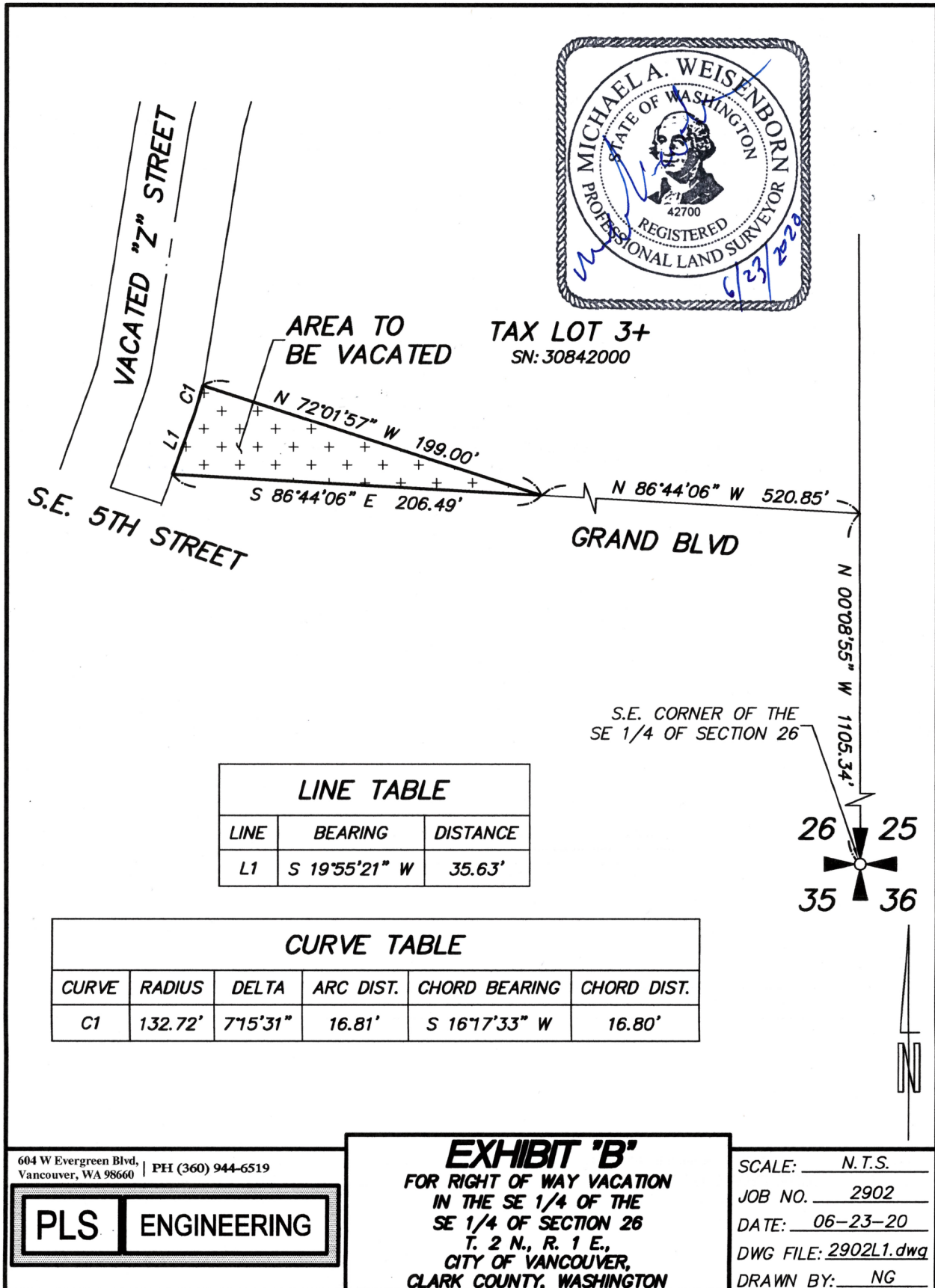


Exhibit C - Vicinity Map



System Utility Map



RUS / PAC

Taxlot #:

1 inch = 100 feet



THE UTILITY INFORMATION SHOWN ON THIS MAP DOES NOT INDICATE OR IMPLY AVAILABILITY. CONTACT THE ENGINEERING COUNTER STAFF AT THE CDD PERMITS CENTER AT (360) 487-7804 OR 415 W. 6TH ST. FOR AVAILABILITY OF SERVICE.

THIS INFORMATION IS COMPILED FROM A VARIETY OF SOURCES. THE CITY OF VANCOUVER ASSUMES NO RESPONSIBILITY FOR MAP ACCURACY.



MEMORANDUM

DATE: July 10, 2020
TO: File – E 5th Street Right-of-Way Vacation (Grand Blvd Apartments)
FROM: Eric Hahn, P.E. – Transportation Development Review
SUBJECT: Property Value Analysis

The purpose of this memorandum is to summarize the analysis completed by staff to determine property values for the proposed vacation of a public street right-of-way for E 5th Street associated with the Grand Blvd Apartments property at the northwest corner of E 5th Street and Grand Blvd. RCW 35.79.030 and VMC 11.05.120 stipulate provisions for the City to collect compensation for the value of public right-of-way that is vacated.

An analysis of the County Assessor's records for properties adjacent to the proposed vacation area resulted in an estimated property value equal to **\$6.30 per square foot**. The analysis is as follows:

Parcel No.	Parcel Size (SF)	Current Assessed Value (Land Value)	Cost/SF
30853000	43,124	\$271,683	\$6.30
30842000	122,404	\$771,143	\$6.30
30886000	43,560	\$274,428	\$6.30
30878000	39,640	\$249,730	\$6.30
31038000	27,007	\$170,145	\$6.30
Average Cost/SF			\$6.30

The total area of the proposed vacation is 5,193 square feet. At full value, this results in a total estimated property value equal to **\$32,716**.

Apprenticeship Program Update



September 21, 2020

Vancouver City Council City Manager
Communications

Anna Vogel, Procurement Manager

Presentation Overview

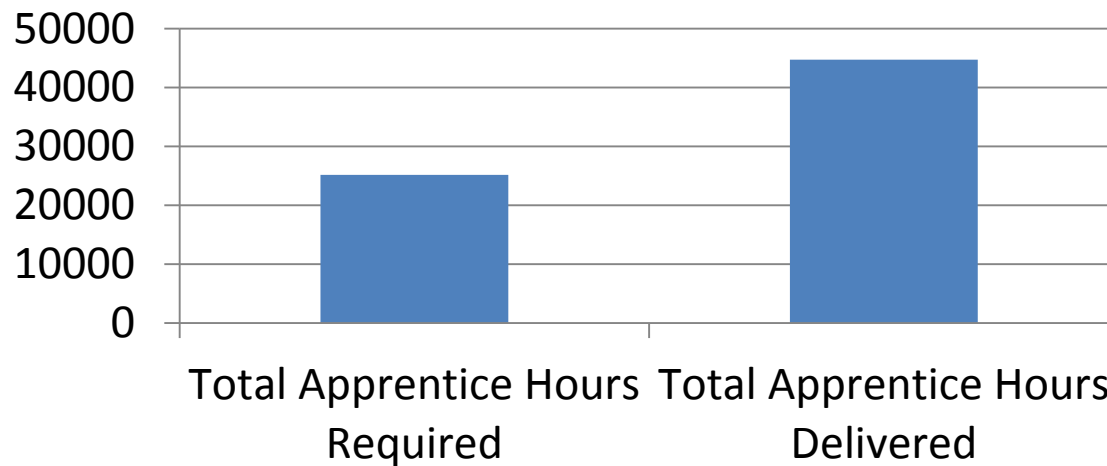
- Program History
- Recent Delivery Experience
- What's new since July 2019
- Recommended Changes
- Next Steps

Program History

	2004 Program	2015 Program
Threshold	\$500,000 and Greater	\$500,000 and Greater
Goal Range	2-3 %	3-8%
Incentive	\$3.00/hour	None
Penalty	\$1.00/hour	\$10.00/hour

Recent Delivery Experience

Apprentice Hours 2010 - 2020



What's New

- Program Review
 - Seattle
 - King County
 - Snohomish County
- RCW Review

Recommended Changes

- Increase threshold from \$500,000 to \$1,000,000
 - Voluntary goal for projects from \$500,000 to \$1,000,000

Engineer's Estimate	Minimum Labor Hours
Under \$500,000	No Goal
\$500,000 - \$1,000,000	Voluntary 3% Goal
\$1,000,000 - \$3,000,000	4%
\$3,000,000 - \$8,000,000	5%
\$8,000,000 - \$12,000,000	6%
\$12,000,000 and greater	8%

Recommended Changes con't

- Increase the penalty from \$10/hour to \$100/hour
- Track apprenticeship hours monthly
- Define when the City may waive the apprenticeship requirements
 - A disproportionately high ratio of material costs to labor hours
 - Projects that are short in duration

Recommended Changes con't

- Define Good Faith Effort for Contractors who are unable to meet the goal:
 - No available apprentices
 - Apprentice retention issues
 - Apprentice to Journeyman ratio
 - Classroom Training resulting in less hours on the project
 - Added or Deleted Work
 - Displace member of current workforce
 - Documented inability to find available apprentices

Next Steps/Timeline

- October 1, 2020 - All projects advertised will include the updated requirements
- October 2020 – September 2021 – Monitoring of the voluntary apprenticeship hours
- September 2021 – Council Update

Questions and Discussion

Anna Vogel, Procurement Manager
360-487-8429





TO: Mayor and City Council

FROM: Eric Holmes, City Manager; Natasha Ramras, Chief Financial Officer

DATE: 9/14/2020

SUBJECT c. 2020-21 Limited Term General Obligation Bonds Update

ATTACHMENTS:

- Summary of Refunding Results

Summary of Refunding Results

Limited Tax General Obligation and Refunding Bonds, 2010

- Principal Amount of Callable Bonds: \$7,655,000
- Maturities: December 1, 2021 – 2035
- TIC of 2010 Bonds: 4.74%
- Call date and Price: December 1, 2020 @ Par

Date of Analysis	5/8/2020 ⁽¹⁾	7/20/2020 ⁽²⁾	8/27/2020 ⁽³⁾
Average Annual Savings	\$132,000	\$162,000	\$162,000
True Interest Cost (TIC)	2.15%	1.49%	1.44%
Total Debt Service Savings	\$2,020,482	\$2,466,722	\$2,470,518
Net PV Savings	\$1,767,213	\$2,257,471	\$2,266,066
% Savings	23.09%	29.49%	29.60%

(1) Savings results from staff report/Council memo.

(2) Savings results from Piper presentation to Council.

(3) Final savings results.

Summary of Refunding Results

Limited Tax General Obligation Bonds, 2011A

- Principal Amount of Callable Bonds: \$7,290,000
- Maturities: December 1, 2022 – 2035
- TIC of 2011A Bonds: 3.98%
- Call date and Price: December 1, 2021 @ Par

Date of Analysis	5/8/2020 ⁽¹⁾	7/20/2020 ⁽²⁾	8/27/2020 ⁽³⁾
Average Annual Savings	\$60,000	\$72,000	\$113,000
True Interest Cost (TIC)	2.75%	2.25%	1.58%
Total Debt Service Savings	\$871,100	\$1,030,138	1,603,322
Net PV Savings	\$719,342	\$865,517	\$1,431,335
% Savings	9.87%	11.87%	19.63%

(1) Savings results from staff report/Council memo.

(2) Savings results from Piper presentation to Council.

(3) Final savings results.