



TO: Mayor and City Council

FROM: Eric Holmes, City Manager

DATE: 9/10/2018

SUBJECT Minutes - August 13, 2018

ATTACHMENTS:

- ▯ Minutes - August 13, 2018



CITY COUNCIL MEETING MINUTES

Vancouver City Hall – Council Chambers – 415 W. 6th Street
PO Box 1995 – Vancouver, Washington 98668-1995

www.cityofvancouver.us

Anne McEnerny-Ogle, Mayor

Bart Hansen • Bill Turlay • Alishia Topper • Ty Stober • Linda Glover • Laurie Lebowsky

August 13, 2018

WORKSHOPS

Councilmember Turlay absent from workshops.

**4:00-6:00 p.m. Vancouver City Council & Vancouver Port Commission
Waterfront Tour**

Summary

The Vancouver City Council and Port of Vancouver Board of Commissioners toured the Vancouver Columbia River waterfront aboard the Vancouver Fire Department's marine vessel.

COUNCIL DINNER/ADMINISTRATIVE UPDATES

Birch Conference Room – 6:00-6:30 p.m.

COUNCIL CONSENT AGENDA MEETING

Pledge of Allegiance

Call to Order and Roll Call

The consent meeting of the Vancouver City Council was called to order at 6:31 p.m. by Mayor Anne McEnerny-Ogle in the Council Chambers of City Hall, 415 W. 6th Street, Vancouver, Washington.

Present: Councilmembers Lebowsky, Glover, Stober, Topper, Hansen, Mayor McEnerny-Ogle

Absent: Councilmember Turlay

Motion by Councilmember Topper, seconded by Councilmember Hansen, and carried unanimously to excuse Councilmember Turlay.

Citizen Communication (Item 1)

Mayor McEnerny-Ogle opened Citizen Communication on the Consent Agenda and, receiving no testimony, closed Citizen Communication.

Consent Agenda (Item 1)

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

1. Approval of Claim Vouchers

Request: Approve claim vouchers for August 13, 2018.

(Copy available upon request.)

Motion approved claim vouchers for August 13, 2018, in the amount of \$2,344,570.64.

Citizen Forum

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

- Richard Halls, Vancouver, expressed concerns about his and his family's interactions with the Vancouver Police Department.
- Sonia Perrine, Vancouver, expressed concerns about potential health effects related to wireless technology and urged the City to do all it can to prevent the installation of 5G technology in Vancouver.
- Ted Pyle, Vancouver, expressed concerns about an ongoing code enforcement case against him.
- Cheryl Aichele, Vancouver, expressed concerns about the standards by which the area around a radio tower on NE 34th Street has developed, and requested the City evaluate how comprehensive improvements could be made to the area to help improve the transition between the neighborhoods.
- Chris Dickinsen, Vancouver, representing the Carter Park Neighborhood Association, expressed concerns about potential parking issues related to the new congregation at Kessid Church, and requested assistance from the City in mitigating parking and traffic issues.

- Robert Kern, Vancouver, expressed concerns about the presence of rabbits in his neighborhood and requested assistance in addressing the problem.
- John Murdock, Vancouver, expressed frustration with a recent interaction he had with City staff related to his ability to park and access pedestrian facilities along the Columbia River.

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

Mayor McEnery-Ogle recognized Boy Scouts from Troops 311 and 820 and Cub Scouts from Pack 811.

Adjournment

7:21 p.m.

Anne McEnery-Ogle, Mayor

Attest:

Natasha Ramras, City Clerk
By: Carrie Lewellen, Deputy City Clerk

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



TO: Mayor and City Council

FROM: Eric Holmes, City Manager

DATE: 9/10/2018

SUBJECT Minutes - August 20, 2018

ATTACHMENTS:

- ▯ Minutes - August 20, 2018



CITY COUNCIL MEETING MINUTES

Vancouver City Hall – Council Chambers – 415 W. 6th Street
PO Box 1995 – Vancouver, Washington 98668-1995

www.cityofvancouver.us

Anne McEnerny-Ogle, Mayor

Bart Hansen • Bill Turlay • Alishia Topper • Ty Stober • Linda Glover • Laurie Lebowsky

August 20, 2018

WORKSHOPS

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

Councilmember Turlay absent from workshops.

4:00-4:30 p.m. Sadri Mill Plain/148th Avenue Development Agreement Rescission Proposal

Presenter: Bryan Snodgrass, Principal Planner, 487-7946

Summary

Staff provided Council with an update on the developer request to rescind a Development Agreement on property located at SE Mill Plain Boulevard and SE 148th Avenue.

4:30-5:30 p.m. Environmental Sustainability Initiatives

Presenters: Jeanette (Jan) Bader, Program and Policy Development Manager, 487-8606; Frank Dick, Wastewater Engineering Supervisor, 487-7179; Charles Ray, Urban Forester, 487-8328; Greg Turner, Land Use Manager, 487-7883; Annette Griffy, Utility Engineering Program Manager, 487-7190.

Summary

Staff provided Council with an overview of the City's various sustainability programs and initiatives, and provided the details of several featured projects that operate according to the City's underlying sustainability philosophies.

5:30-6:00 p.m. Council Policy Updates Preview

Presenters: E. Bronson Potter, City Attorney, 487-8500; Amanda Delapena, City Council Assistant, 487-8606

Summary

Staff provided Council with a preview of recommended Council policy updates and revisions and received initial feedback prior to an in-depth discussion with Council regarding the specific policy edits.

COUNCIL DINNER/ADMINISTRATIVE UPDATES

Birch Conference Room – 6:00-7:00 p.m.

COUNCIL REGULAR MEETING**Pledge of Allegiance****Call to Order and Roll Call**

The regular meeting of the Vancouver City Council was called to order at 7:00 p.m. by Mayor Anne McEnerny-Ogle in the Council Chambers of City Hall, 415 W. 6th Street, Vancouver, Washington.

Present: Councilmembers Lebowsky, Glover, Stober, Topper, Hansen, Mayor McEnerny-Ogle

Absent: Councilmember Turlay

Motion by Councilmember Stober, seconded by Councilmember Hansen, and carried unanimously to excuse Councilmember Turlay.

Approval of Minutes**Minutes – August 6, 2018**

Motion by Councilmember Stober, seconded by Councilmember Lebowsky, and carried unanimously to approve the meeting minutes of August 6, 2018.

Citizen Communication (Items 1-3)

Mayor McEnerny-Ogle opened Citizen Communication and, receiving no testimony, closed Citizen Communication.

Consent Agenda (Items 1-3)

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

1. Approval to Purchase From Sewer Equipment Co. of America
Staff Report 122-18

Summary

Currently, the City purchases truck-mounted high pressure sewer cleaning equipment, catch basin cleaners, combination sewer cleaners, easement machines, parts, accessories, and related equipment utilizing the Sourcewell Cooperative Contract. The 2018 purchases of two high pressure sewer cleaners are expected to rise above the \$300,000 threshold requiring approval of Council.

In an ongoing effort to standardize and streamline the City's fleet, staff is requesting the ability to purchase from this contract and take advantage of the contract pricing. Equipment Services is requesting Council approve the increased spending at Sewer Equipment Company of America up to a \$1,000,000 threshold against this contract.

Request: Approve purchases from the Sourcewell Cooperative Contract #122017-SCA with Sewer Equipment Company of America based in Dixon, IL, in an amount not to exceed \$1,000,000 over the life of the contract.

Dan Zenger, Equipment Services Superintendent, 487-8205

Motion approved the request.

2. Renewal of Residential Lease for two park properties (East Biddle Lake and Lynch)
Staff Report 123-18

Summary

East Biddle Lake (Graham) - The City of Vancouver purchased an in-holding of 1.61 acres from Mr. and Mrs. Graham in 2013 adjoining the eastern boundary of Columbia Springs utilizing Park Impact Fee funding. The Grahams continued to reside on the property under a life tenancy agreement until 2016 when possession transitioned to the City after formal termination of the life tenancy. The intent of the purchase was to provide urban park opportunities for the surrounding neighborhood as well as expand opportunities for environmental education in partnership with Columbia Springs.

Concurrent with the land acquisition, the City and Columbia Springs entered into a Memorandum of Understanding (MOU) detailing potential transition of site management and maintenance to Columbia Springs upon entering into a long-term lease agreement. Implementation of a future lease agreement requires demonstration of plans for interim and long-term use (including how the site will serve neighborhood park purposes), how both City properties will be incorporated into the Columbia Springs master plan, as well as proposed site improvements, management, operations, maintenance and funding.

Columbia Springs continues their planning processes to update their master plan, determine a sustainable use for the property, and secure funding for site improvements, maintenance and operations consistent with the intent of the MOU; however, Columbia Springs is not yet in a position to take over management of this site. In order to provide continued caretaker presence, grounds maintenance, and prevent vagrancy and vandalism issues, staff recommends an additional 12-month lease of the East Biddle

Lake residence and associated property. The residential lease is for \$1,200 per month for a 12-month period and includes the responsibilities for site maintenance.

Lynch - The Lynch property was purchased in 2002 in coordination with Columbia Land Trust for a future neighborhood park. Park Impact Fees and a state grant supported the land acquisition. The residence and .6 acres of the 9.56 acres have been managed through a residential lease since the original purchase.

In order to provide continued caretaker presence, grounds maintenance, and prevent vagrancy and vandalism issues, staff recommends an additional 12-month lease of the Lynch residence and associated property. The residential lease is for \$1,500 per month for a 12-month period and includes responsibilities for site maintenance.

Request: Authorize the City Manager, or his designee, to execute documents for a Real Estate Lease for East Biddle Lake, located at 12700 SE Evergreen Highway, and Lynch, located at 4900 NW Franklin Street.

Monica Tubberville, Park Planner, 487-8353

Motion approved the request.

3. Approval of Claim Vouchers

Request: Approve claim vouchers for August 20, 2018

(Copy available upon request.)

Motion approved claim vouchers for August 6, 2018, in the amount of \$7,226,820.92.

Public Hearings (Item 4)

12. Declaration of Real Property as Surplus

Staff Report 121A-18

A RESOLUTION of the City of Vancouver declaring certain real property as surplus, directing its disposal and method of disposition.

Summary

The Subject Parcel is a 3,997-square-foot vacant parcel located at the SE corner of West Fourth Plain Boulevard and West Lincoln Avenue (Assessor Parcel 058823-000).

Public Works staff has determined that we need 15' of right-of-way along Fourth Plain Boulevard, but the remainder of the parcel can be surplus. Therefore, staff is proposing to convert the northerly 15' of the parcel to right-of-way and surplus the remaining approx. 2,498 square feet.

The City obtained this parcel in 2002, as part of the 4th Plain Ramp Project (Simpson to "E").

The parcel submitted for council review as surplus is attached in a detailed report and a map is also attached.

Declaration of surplus is the first of a two-step process as outlined in VMC 3.30 - Disposition of City-Owned Surplus Real Property, allowing the City to sell the subject property. The disposition step requires a separate hearing and action prior to actual sale of the property

Request: On August 20, 2018, following a public hearing, adopt a resolution declaring certain real property located at 1111 W. 4th Plain Blvd. (Portion of Assessor parcel 058823-000) as surplus.

Linda Carlson, Property Management Specialist, 487-8423; Ryan Lopossa, Streets & Transportation Manager, 487-7706

Ryan Lopossa, Streets and Transportation Manager, provided staff comments.

City Manager Eric Holmes noted that this item came before Council as a public hearing previously on August 6, and due to some questions Council had regarding the valuation of the subject project, the public hearing was continued.

Mr. Lopossa explained that the City retained an assessor to determine the value of the site, which came back at about \$30,000 total, but the assessor recommended the City consider a 50 percent reduction of that value because the property would not be able to be developed to its full potential once the City retained necessary right-of-way. Mr. Lopossa confirmed that the adjacent property to the south was sold earlier in the year for about \$120,000. He stated a sampling of the surrounding parcels was consistent with the assessor's recommendation for the subject site, except for three anomalies, which were the three lots to the south of the subject property.

Mr. Lopossa noted that this current step is the point in the process where Council is asked to declare the property as surplus in order to move forward with potential disposition of the property. He explained that no value has been assigned to the site yet, and that would happen in negotiations with any potential buyers prior to final disposition of the property. Disposition and sale of the property would be subject to Council approval at a future date.

Councilmember Stober expressed concerns making potential low valuation now puts that number out into the marketplace, which could impact a future sale. He stated he is uncomfortable with the recommended value of the site. He asked, in the event the appraisal of the site came back higher than the current valuation, and a final sale price of through \$30,000 was negotiated, if the City would be prohibited in selling it at that amount because this valuation is lower. Mr. Lopossa explained the final value is set during negotiations. City Attorney Bronson Potter stated the City would not be prohibited, but if the selling price was lower than the appraisal, the City would need to make findings related to that discrepancy. Mr. Lopossa clarified that the City is not beholden to the appraiser's initial recommendation for this surplus step.

Mayor McEnerny-Ogle asked if the City would use a similar process in the future potential disposition of the old fire stations. Mr. Holmes explained that each property has unique attributes that impact the valuation and negotiations.

Mayor McEnerny-Ogle opened the public hearing and, receiving no testimony, closed the public hearing.

Motion by Councilmember Hansen, seconded by Councilmember Topper, and carried unanimously adopted Resolution M-3976, declaring certain real property located at 1111 W 4th Plain Blvd. as surplus.

Communications

A. From the Council

B. From the Mayor

C. From the City Manager

a. Waste Connections Contract Update

Tanya Gray, Solid Waste Supervisor, and Brian Carlson, Public Works Director, provided Council with an update on the City's solid waste contract.

Adjournment

7:45 p.m.

Anne McEnerny-Ogle, Mayor

Attest:

Natasha Ramras, City Clerk
By: Carrie Lewellen, Deputy City Clerk

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Council Policy Updates



September 10, 2018
Vancouver City Council Workshop

E. Bronson Potter, City Attorney
Amanda Delapena, Council Assistant

Presentation Overview

- 2018 Policy Review Timeline
- Review & Discussion of Proposed Edits
 - Revisions based on 8/27/18 Council feedback
 - Council discussion on remaining policies
- Next Steps

2018 Review of Policies

Aug. 20

- Preview & Council feedback

Aug. 27, Sept. 10;
Sept. 17

- Detailed review of proposed text edits

September 24

- Council action via resolution on Consent

Council Policies & Procedures



Discussed 8/27



Not yet discussed



Priority

Policy No.	Title	Last update
100-06	Council Appointment of Citizens to Boards, Commissions, Advisory Committees and Task Forces	2011
100-32	City Council Meetings	2016
100-33	City Council Appointment to Boards and Commissions	2014
100-35	City Council Miscellaneous Procedures	2011
100-38	Filling City Council Vacancies	2011
NEW	Electronic Communications Policy (supersedes 100-37 & 100-40)	
NEW	Health Care Opt-Out Policy	
	Council Compact	2013

100-38 Filling Council Vacancies

Review of edits discussed

See → Section 4.0 Notification Process

See → Section 5.1 The Application

See → Section 6.0 Council Evaluation of Candidates

See → Section 7.0 Interview Meeting

See → Section 8.0 Voting

Other questions or requests?

100-33 Council Appointment to Boards and Commissions

Review of edits discussed

See → Section 4.0 Process for Making Appointments

Additional requested edits

See → Section 7.0 Boards and Commissions: Council Participation Required

See → Section 8.0 Boards and Commissions: Council Participates by Choice

Other questions or requests?

New Policy: Health Insurance Opt-Out

Review of edits discussed

See → Section 4.0 Councilmembers Ability to Receive Opt-Out Payment

100-32 City Council Meetings

Request: Overall reformatting of policy for flow and coherence

Review of edits discussed

See → Section 5.3 Councilmember Absences from Meetings

See → Section 9.0 Special Meetings

See → Section 10.1 Call to Order and Roll Call

See → Section 10.2 Changes to Agenda Item Order

Other questions or requests?

100-06 Appointments to Citizen Boards/Commissions

Requests

See → Section 4.3 Established Terms / 16.0 Current B&Cs

See → Section 4.3 (new) Initial Appointment Criteria

See → Section 4.8 Notification of Council Decision

See → Section 7.0 Mayoral Appointments

See → Section 8.0 City Council Authority

See → Section 11.0 Removal of Members

100-06 Appointments to Citizen Boards/Commissions

Previously highlighted updates

See → Section 4.2 Length of Service

See → Section 4.4 Reappointment

See → Section 4.5.2 Announcement of Position Recruitment

See → Section 4.5.3 Assessment of Applicant Pool

See → Section 4.5.4 Confirmation of Interview Process

See → Section 4.6 Interview and Selection

See → Section 6.4 Periodic Review of Effectiveness

100-35 Miscellaneous Procedures

Request: Update to reflect current practice

See → [Section 7.0 Answering Identical Letters](#)

Previously highlighted updates

See → [Section 8.0 Council Sunshine Fund](#)

Other questions or requests?

New Policy: Electronic Written Communications

Issue of note: Consolidates exiting email and social media policies with new texting policy.

Notable changes to Email Policy:

See → Section 5.0(d) avoid using personal devices for City email

See → Removes outdated Section 8.0 Sensitive or Confidential Information

See → Removes from email policy existing sections 8.0 Sensitive or Confidential Information and requirement to forward or copy City Manager with all emails (existing Section 9.0)

New Policy: Electronic Written Communications

Issue of note: Consolidates exiting email and social media policies with new texting policy.

Notable changes to Social Media Policy:

See → Section 8.0(b) and (c) provides for use of “official” social media sites administered by the city as opposed to using personal sites for city

See → Section 8.0(e)(iii) prohibits “crossposts”

New Policy: Electronic Written Communications

Issue of note: Consolidates exiting email and social media policies with new texting policy.

New Texting Policy:

See → Section 7.0(a) requires certain software on City-owned devices

See → Section 7.0(b) if using personal device, forward texts to City email account

See → Section 7.0(d) cooperation with public records requests

Other questions or requests?

Council Compact

Issue of note: Non-binding, articulation of shared and mutual expectations between Councilmembers – Adopted 07.15.13

- Discussion of potential revisions

2018 Review of Policies

Aug. 20

- Preview & Council feedback

Aug. 27, Sept. 10;
Sept. 17

- Detailed review of proposed text edits

September 24

- Council action via resolution on Consent

Questions and Discussion

- Bronson Potter, City Attorney
bronson.potter@cityofvancouver.us
- Amanda Delapena, Council Assistant
amanda.delapena@cityofvancouver.us

DATE: Monday, August 27

TO: City Council

FROM: Eric Holmes

RE: **Boards and Commissions Program Update**

OVERVIEW

Boards, commissions and committees are essential to the successful function of City government. The City has more than 20 active committees that are comprised of volunteers appointed by City Council. We rely on these boards to provide guidance in City decisions and to serve as important forums for public participation.

A formal process that outlines the roles and responsibilities of this vital program does not currently exist. City staff recently developed an outline of the program's main components and mapped essential elements for each. This document provides a brief overview of the recommended process.

OBJECTIVES

- Define the city's process and administration for effective administration of our Boards and Commissions
 - Clarify the roles and responsibilities of Council and staff
 - Establish timelines for each step in the process
 - Create a professional, consistent experience for our volunteers
- Develop resources for Council, staff and board members that effectively outline the program

RECOMMENDED PROGRAM UPDATES

Below are several **Council-related** recommendations that were identified by staff after reviewing each component of the program. The Recruitment and Onboarding Manual (draft available) provides a detailed overview of the proposed process in its entirety.

Notice of Vacancy

- All vacancies will be advertised
 - News releases will clearly identify if we are advertising for a true vacancy, or if the current member is eligible for reappointment
- No automatic reappointments will be made
- Eligible incumbents wishing to reapply for their current position will be asked to submit a Letter of Continued interest. This will serve as their 'application' for reappointment.
- Eligible incumbents wishing to reapply will be interviewed

Advertisement of Vacancy

- News releases will be drafted by CMO and vetted by staff / communications before being posted
 - Additional means of advertising will be used to widen our reach (B&C website, social media, EMMA distribution lists, Office of Neighborhoods)
- B&C Coordinator will notify all previous unappointed applicants with valid applications of the vacancy via email
- If no qualified applications are received, the vacancy will be reposted

Application Process

- B&C Coordinator will assess the applicant pool and advance the process as follows:

Boards & Commissions Program Update

August 27, 2018

Page 2 of 2

NO Qualified Applicants	10 or Less Qualified Applicants	More than 10 Qualified Applicants
☐ If no qualified applications are received, the vacancy will be reposted for 30 days ☐ Staff Liaison and Support Staff will be notified	☐ All qualified applications and letters of continued interest will be scanned and posted to SharePoint for Council subcommittee review ☐ All applicants will be scheduled for an interview ☐ Current members that desire to be reappointed will be interviewed ☐ Staff Liaison and Support Staff will be notified	☐ All qualified applications and letters of continued interest will be scanned and posted to SharePoint for Council subcommittee review prior to scheduling of interviews ☐ B&C Coordinator will notify the Council subcommittee that a screening process is required ☐ Subcommittee will collectively review all qualified applications and identify those they would like to interview ☐ Current members that desire to be reappointed will be interviewed ☐ Subcommittee chair will communicate their selections to the B&C Coordinator ☐ Staff Liaison and Support Staff will be notified

- B&C Coordinator will provide Council subcommittee the option to meet with Staff Liaison prior to interviews (not required, but will always be presented as an option)
- Staff Liaisons will provide a Status Summary Memo to Council subcommittee as part of the interview packet. **This is not intended to be a recommendation memo** (identifies work over the past year, current environment, future goals, and other relevant information).

Interview Process

- A formal interview process will be implemented (standard interview questions; Rater Panel forms; Interview Outcome Forms)
- Prep time (15 minutes) will be built into each interview schedule for selection of interview questions and pre-meet with staff (if requested by the subcommittee)

Council Appointment

- Council subcommittee recommendations are brought forward for consideration of the full Council on the scheduled date (typically the Monday following interviews). No *same date* Council appointments.

Member Engagement and Support

- Several opportunities are being developed to ensure board members remain supported and engaged throughout their service (formal onboarding, training opportunities, recognition events, member handbook)

Off boarding

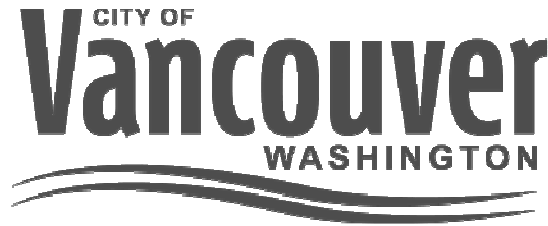
- Council will be informed of the board members final meeting and any additional appreciation activities/events.

Authority

- The City Manager is responsible for the oversight and administration of the process by which the advisory boards and commissions program is managed.
- The City Manager will assign primary coordination of the Boards and Commissions program to a staff member within the City Manager's Office.

NEXT STEPS

As this is a Council owned program, your approval will be necessary before staff can move forward with updating related Council policies and implementing recommendations. Once approved, staff will begin outreach and training for those who will be impacted. Our goal is to have all of the key elements in place and active by January 1, 2019.



POLICY AND PROCEDURE

CITY OF VANCOUVER WASHINGTON		INDEX		
		Administrative/Council/City Manager		
Subject	Number	Rev.	Effective Date	Page
	100-06	C	1/4/11	1 of 9
Council Appointment of Citizens to Boards, Commissions, Advisory Committees and Task Forces	Supersedes	Prepared by:		Approved by:
	4/16/07 <u>1/4/11</u>	[City Manager]		[Mayor]

1.0 Purpose

The purpose of this policy is to establish policies and procedures for selection of citizens to serve on city boards, commissions, advisory committees and task forces.

2.0 Organizations Affected

All boards, commissions, and committees.

3.0 References

Resolution No. M-1751, March 25, 1974
Resolution No. M-2386, February 2, 1984
Memorandum to Mayor and City Council, April 15, 1998
Resolution No. M-3179, June 15, 1999
Resolution No. M-3254, November 22, 1999
Resolution No. M-3298, July 3, 2000
Resolution No. M-3347, June 25, 2001
Resolution No. M-3460, July 12, 2004
Resolution No. M-3607, April 16, 2007
Resolution No. M-3730, January 3, 2011
Resolution No. M-____, [date]

4.0 Declaration of Policy

The City of Vancouver's boards, commissions, committees and task forces provide an invaluable service to the City. Their advice on a variety of subjects aids the Mayor and

Councilmembers in the decision-making process. Effective citizen participation is an invaluable tool for local government.

City regulatory and advisory bodies provide an opportunity for citizens who want to participate in public service to be involved in governmental boards, commissions, committees and task forces. These bodies can also serve as a training ground or stepping-stone for qualified persons who are interested in seeking public office.

4.1 Authority

The City Council of the City of Vancouver is specifically empowered by state law, City Charter, and ordinance to fill by appointment all boards and commissions established by such state law, charter or ordinance, or such other advisory boards or commissions as the Council deems necessary or advisable. In the exercise of this power, it is the desire of the City Council to establish a consistent policy in its decision-making role to fairly select citizens of the community who desire to serve on boards or commissions. To this end, this policy has been created, and it shall remain in effect until such time as the City Council desires to amend or modify it in part or revoke it in whole.

The City Manager is responsible for the oversight and administration of the process by which the advisory boards and commission program is managed. The City Manager shall assign primary coordination of the Boards and Commissions program to a staff member within the City Manager's Office.

4.2 Length of Service for Boards and Commission Members

Appointees serving in a three- (3) year term may be reappointed twice for a maximum of three (3) terms.

Appointees serving in a four- (4), five- (5), or six- (6) year term may be reappointed once for a maximum of two (2) terms.

Appoint~~ment~~ees ~~of less than two (2) years chosen to fill to~~ an unexpired term of less than half the length of the full term, up to two (2) years, shall not be considered as a term in ~~this~~ these criteria. Appointments for any length over this ~~over two (2) years~~ shall be considered a full term.

If a candidate is selected to fill the remainder of an unexpired term of six (6) months or less, ~~then~~ their appointment shall be for the unexpired term plus the next full term.

Specific boards and commissions may have different term lengths and term limits that are exceptions to the general rule above.

4.3 Established Terms Years per Term

Aviation Advisory Committee	3
Building – Fire Codes Commission Board of Appeals	6
Charter Review Committee	Meets every 5 years
City/County Telecommunications Commission	3
Lodging Tax Advisory Committee	2
Civil Service Commission	6
Clark County Arts Commission	4
Clark County Public Health Advisory Council	3
Clark County Mosquito Control District Board of Trustees	2
Clark County Public Facilities District Board	3
City Center Redevelopment Authority Board (concurrent with DRA)	4
Cultural Commission (inactive)	3
Design Review Committee (inactive)	4
Downtown Redevelopment Authority Board (concurrent with the CCRA)	4
Fort Vancouver Regional Library Board	7
Lodging Tax Advisory Committee	2
Parking Advisory Committee	4
Parks and Recreation Advisory Commission	3
Planning Commission	4
Port of Portland Citizens Noise Advisory Committee	2 or 3
Private for Hire Transportation Commission (inactive)	4
Public Facilities District Board	4
Salary Review Commission	4
Urban Forestry Commission	4
Vancouver Housing Authority Board (no limit on number of terms)	5

4.34 **Initial Appointment Criteria**

It shall be the policy of the City Council to evaluate each applicant for appointment on an objective basis, utilizing the following criteria:

Residency - Appointments to certain boards and commissions must, by state law or local ordinance, be limited to residents of the City of Vancouver. It is preferable that all appointments be filled by city residents. However, persons living outside the City of Vancouver may be considered and appointed to positions not legally restricted to city residents when determined appropriate by the Council. City employees will not be appointed to City boards, committees, and commissions, and task forces, but they may apply and be considered appointment to non-City bodies. The City Council may choose to nominate a City staff member to serve as the City representative on the Clark County Solid Waste Advisory Commission.

Contributive Potential – City Council shall evaluate the potential contribution that each applicant may make **if** appointed to a board or commission. Factors to guide Council in its evaluation of this could include:

- a) Desire to perform public service.
- b) Ability to express ideas, concepts or philosophies.
- c) Experience in the community on other boards and committees.
- d) Special knowledge important to a particular board or commission.

Time Available to Serve – City Council will need to be assured that the candidate will be available to serve at the scheduled meetings.

Sectional Composition - Maintaining geographic balance of community representation is recognized as a desirable goal in the appointment of boards and commissions when applicable.

4.45 Reappointment

Incumbents who wish to be reappointed and who are eligible for reappointment in accordance with the provisions of section 4.2 shall ~~notify~~ provide a Letter of Continued Interest to the Mayor's Office within ~~690~~ days prior to the expiration of their term. There is not a vested right to reappointment for any position.

~~An incumbent seeking reappointment will be evaluated by the appropriate chair and City staff. The evaluation and their recommendation shall be given to the Council interview committee. This committee will also evaluate the candidate using the following performance criteria:~~ The board or commission Staff Liaison and Chair will provide an overview of the prior service for any incumbent seeking reappointment. This memo will accompany the incumbent's Letter of Continued interest and include the following information:

- a) Regularity of attendance. ~~If the incumbent has less than 75% attendance, the position may be advertised.~~
- b) Understanding of committee or commission function.
- c) Effectiveness.
- d) Demonstrated contribution during past term of office on issues, programs, policies, etc., of the advisory board, committee or commission.
- e) Number of terms served.

Once a Letter of Continued Interest has been received and City staff has determined the incumbent seeking reappointment is eligible to continue service, the position will be advertised as a position whose incumbent member is seeking reappointment and in accordance with Section 4.6. Incumbents seeking reappointment will be interviewed by the ~~The Council interview committee shall either conduct an interview of the incumbent and along with any other eligible candidates who submit applications during the recommend reappointment by forwarding their recommendation to the full council for consideration, or decide to conduct an~~ open recruiting process in accordance with section 4.6.

4.5 Recruitment and Appointment Timeline

4.5.1 ~~Announcement Determination~~ of Vacancy

At such time as a vacancy occurs ~~that requires an open recruitment process~~ in a city board, commission or committee, or 90 days prior to the expiration of a term of office, it shall be the policy of the City Council to determine whether an incumbent member is interested in and eligible for reappointment in accordance with the provisions of Section 4.5. If so, City staff will request a Letter of Continued Interest from the applicant.

4.5.2 Announcement of Position Recruitment

60 days prior to the expiration of a term, staff in the City Manager's Office will:

- a) Schedule a tentative consent item on a future Council meeting agenda for appointment or reappointment for the subject recruitment;
- b) Accept a Letter of Continued Interest from incumbent, if applicable;
- c) Contact the Council subcommittee assigned to reviewing the subject recruitment to provide information pertinent to the recruitment and schedule a tentative date for the subcommittee to conduct candidate interviews;
- d) Establish a 30-day minimum filing period and publicly announce recruitment for the position ~~recruitment~~ by news release and other City communication methods;
- e) Notify ~~previous~~ applicants who have expressed an interest in being considered for the subject board or committee and who have ~~with~~ valid applications (less than one year old) of the upcoming recruitment.

Subject to section 4.4, any interested resident of the community who is not at that time a member of that board or commission may submit an application and resume for consideration of appointment during the announced application filing period. Applications will remain active for one year from the date received by the City Manager's Office.

4.5.3 Assessment of Applicant Pool

30 days prior to the expiration of a term, and upon closure of the application filing period, staff in the City Manager's Office will:

- a) Confirm the date of the Council meeting agenda on which the subject appointment or reappointment will appear;
- b) Request from the subject board or commission Staff Liaison a Status Summary Memo to be provided as reference for the Council subcommittee assigned to evaluate candidates. Such memo should not include specific recommendations from the staff member but should rather include general information pertaining to the board or commission's work over the past year, the current environment, future goals, and other general information as appropriate;
- c) Assess the applicant pool and advance the process as follows:

- a. If no qualified applications have been received, the recruitment will be reposted for an additional 30 days;
- b. If 10 or fewer qualified applications have been received, all applications and Letters of Continued Interest will be provided to the assigned Council subcommittee, and all applicants and incumbents (if applicable) will be scheduled for interviews;
- c. If 10 or more qualified applications have been received, all applications and Letters of Continued Interest will be provided to the assigned Council subcommittee, and the Council subcommittee will collectively review applicants and identify candidates to be interviewed. All incumbents and the candidates identified by the Council subcommittee will be scheduled for interviews.

4.5.4 Confirmation of Interview Process

Three weeks prior to expiration of term, staff in the City Manager's Office will:

- a) Confirm with the Council subcommittee members if they would like to meet with the subject board or commission Staff Liaison prior to candidate interviews, and if so, schedule such meeting immediately prior to the first candidate interview;
- b) Finalize the interview date and block of time with the Council subcommittee;
- c) Schedule interviews with candidates selected in accordance with the provisions of Section 4.6.2.
 - a. In-person interviews are preferred, but interviews via ~~conference call~~ available audio or video conferencing technology are acceptable and may be scheduled when a candidate is unable to come in person.
 - b. Applicants unable to accommodate an ~~in-person or phone~~ interview on the scheduled date and time will not be considered for the current position, but such applicants will be notified of future board and commission openings for up to one year from the application submission date.

4.5.5 Distribution of Recruitment Packet

Two weeks prior to expiration of term, staff in the City Manager's Office will distribute the recruitment packet to the Council subcommittee evaluating candidate via email. Such packet will include the following:

- Interview schedule
- News release
- Status summary from board or commission staff member
- Current board or commission roster
- Individual applications of those candidates scheduled for interview and any Letter(s) of Continued Interest, if applicable

4.6 Interview and Selection

~~Council Interview Period~~—In accordance with Section 4.6.3, aAll candidates will be interviewed by the Council subcommittee assigned to the subject recruitment unless an exceptionally large number of applications is ~~are~~ received and the committee decides, after screening the applications, to interview a smaller number of applicants. If insufficient applications are received, the committee may decide to ~~re-advertise~~re-open the application period.

The Council subcommittee will conduct interviews at City Hall during the timeframe previously scheduled by staff in the City Manager's Office. Council subcommittee members will conduct individual interviews and utilize a standard list of interview questions and a Rater Panel Notes template to capture relevant information.

Upon conclusion of all interviews, the Council subcommittee will deliberate and complete an Interview Outcome Form, which will be provided to the City Manager's staff along with all interview notes for recordkeeping purposes.

Upon conclusion of all interviews, the Council subcommittee members will notify the City Manager's staff as to which candidate(s) they wish to recommend to the full Council for appointment and/or reappointment

4.7 Council Appointment

Council subcommittee recommendations are brought forward for consideration by the full City Council at a Council meeting. The appointment or reappointment will appear on the Council's Consent Agenda for the scheduled meeting date.

Upon recommendation of the Council subcommittee evaluating the subject recruitment, the City Manager's staff will prepare an appointment memo to be included in the advance packet provided to the full City Council for the scheduled Council meeting date.

Members of all boards and commissions will be appointed by a majority vote of the Council.

~~After each applicant or member has been interviewed, the committee shall forward a recommendation to the full council for consideration.~~

4.8 Notification of Council Decision –

Each applicant shall be notified by email of the decision of the Council within three (3) business days of the Council action on the proposed appointment(s) at a Council meeting.

The appointed applicant shall be provided information regarding next steps. A confirmation letter from the Mayor will be sent to the appointment applicant.

Applicants who were interviewed but not appointed will be notified via email and provided information regarding any upcoming potential opportunities to serve. A letter from the Mayor will also be sent.

The City Manager's Office will also notify the chairperson Staff Liaison assigned to support of the subject advisory board, committee or commission concerned of the Council decision shall also be advised.

4.98 Records

The ~~Mayor's~~ City Manager's Office shall maintain records of persons who have applied for a vacancy on a given board, commission or committee for one (1) year after each filing period. If another appointment shall become available within that year, all such applicants shall be notified thereof by mail so that such persons can file for such new appointment.

The City Manager's Office shall collect and maintain Council subcommittee interview notes, including all Interview Outcome Forms completed upon conclusion of subcommittee deliberations.

4.109 Recognition

The Mayor will send a certificate of appreciation and letter of thanks to each member of a board or commission upon the completion of a term.

5.0 Definitions

5.1 Public Development Authority/ Public Corporation

A public development authority is an independent legal entity established pursuant to state statute (RCW 35.21.730 - .755) to administer and execute federal grants or programs and to receive and administer other public and private funds in order to accomplish a public purpose. Authorities include the Downtown Redevelopment Authority and the City Center Redevelopment Authority.

5.2 Board

A semi-autonomous body established pursuant to federal or state statute or authority or city ordinance. Actions of a board are usually appealable to designated courts of law. Boards related to city affairs include, Building - Fire Codes Board of Appeals, Vancouver Public Facilities District Board, Vancouver Housing Authority Board, and Fort Vancouver Regional Library District Board and Clark County Mosquito Control District Board of Trustees.

5.32 Commission

A body established by city ordinance to study and recommend action to the City Council. Authority of commissions is delegated from Council or, in the case of telecommunications and solid waste, in conjunction with the County Commissioners.

With the exception of the Civil Service Commission, some actions of commissioners are appealed directly to City Council. Commissions established by city ordinances include: City/County Telecommunications Commission, Cultural Commission, Civil Service Commission, Parks and Recreation Commission, Planning Commission, Private For-Hire Transportation Commission, Salary Review Commission, and Urban Forestry Commission.

5.43 Committee

A body appointed by Council with a specified task or function. Committee action ordinarily will be subjected to review and/or appeal to City Council or to a commission established by Council. City of Vancouver committees include the Aviation Advisory Committee, Charter Review Committee, Lodging Tax Advisory Committee, Parking Advisory Committee, Port of Portland Citizen Noise Advisory Committee, and the Design Review Committee.

5.54 Ad Hoc Task Force

A body appointed by Council to study or work on a particular subject or problem. A task force will cease to exist upon completion of its charge as given by the Council. Examples of previously appointed task force bodies are the Water/Sewer Rate Task Force and the Cruising Task Force.

6.0 Formation and Dissolution of Committees

6.1 Establishment

These advisory bodies originate from different sources. Some are established by ordinance while others are established by motion of the City Council. It is at the discretion of the Council as to whether or not any advisory body should be established by ordinance. See Section 4.2 for the current list of City Advisory Committees.

6.2 Statement of Purpose and Function

Every advisory body, when it is formed, will have a specific statement of purpose and function, which will be re-examined periodically by City Council to determine its effectiveness. This statement of purpose is made available to all citizen members when they are appointed.

6.3 Size

~~The size of each advisory group is determined by City Council and the size is related to its duties and responsibilities. Another determination to be made prior to formation is the cost impact for City staffing a proposed advisory body.~~

6.4 Periodic Review~~Audit of Effectiveness~~

~~Every five-four years, all established boards, commissions and committees will be evaluated on a regular cycle by the City Manager in consultation with the Mayor and Mayor Pro Tem. The schedule of review of each body will be staggered in a rational manner to prevent all bodies from being under review simultaneously. Review will examine necessity and the bodies' purpose and compliance with their respective bylaws, Vancouver Municipal Code, Council policy, and other pertinent governing documents and legislation. The system of audit-evaluation will be determined by the City Manager in consultation with the Mayor and Mayor Pro Tem. The purpose of such audit is to determine whether an advisory body remains necessary to the work of the City and City Council and whether it continues to function as intended. The City Manager shall prepare a report to the Council summarizing the review, including any recommended actions.~~

~~Upon Council direction, such evaluation of an individual board, commission, or committee may take place outside of the regular four-year cycle if the Council deems it necessary to do so.~~

Size

~~The size of each advisory group is determined by City Council and the size is related to its duties and responsibilities. Another determination to be made prior to formation is the cost impact for City staffing a proposed advisory body.~~

6.54 Dissolution

City Council may dissolve any advisory body that, in their opinion, ~~has completed its working function~~is no longer necessary to the work of the city, is not ~~functioning as intended~~ or for any other reason.

7.0 Mayoral Authority in Evaluating Candidates and Making Appointments ~~Members for Vancouver Housing Authority Board of Directors and Recommends Appointments to the Charter Review Committee, and the Private for Hire Transportation Commission~~

7.1 Vancouver Housing Authority Board of Directors

The Mayor shall ~~evaluate review~~, interview and appoint members to the Vancouver Housing Authority (VHA) Board of ~~Commissioners Directors~~, in accordance with and as directed by RCW 35.82.040). ~~and~~,

7.2 Charter Review Committee and Salary Review Commission

The Mayor shall appoints members to the Charter Review Committee (City Charter Section 11.17) and the Salary Review Commission (City Charter Section 2.18) ~~and the Private For Hire Transportation Commission (VMC 5.76.210)~~, subject to City Council confirmation. The Mayor has discretion as to the process by which candidates for these bodies are evaluated prior to Council confirmation.

8.0 City Council Authority in Evaluating Candidates for Appointment Council Committee Recommends Members for all Boards and Commissions

The Mayor, with the concurrence of Council, shall appoint two subcommittees consisting of three Councilmembers ~~each~~ to review, interview and recommend appointments to all boards and commissions, except as provided for under Section 7.0 the VHA Board of Commissioners. See Section 4.2, listing the current boards and commissions.

The Council Committee assignments will be reviewed following the change of Councilmembers based on elections or appointments or at the beginning of the calendar year and in accordance with Council Policy 100-33. The Council Committee will be chaired by the most senior Councilmember, unless the most senior Councilmember chooses not to chair the subcommittee. In this event, the subcommittee will select an alternative Councilmember to serve as chair.

9.0 Council Concerns about Recommendations

Councilmembers should raise any concerns about any recommendation with the Mayor prior to the City Council meeting that is scheduled for the approval of the appointment.

10.0 Appointment of Members

Appointees to advisory committees should serve on only one committee, unless qualified applicants cannot be identified.

Members of all advisory bodies are appointed by a majority vote of the Council during a regularly scheduled meeting.

11.0 Removal of Members

Council may terminate any Council-confirmed appointment ~~Members may be removed from any advisory committee~~ prior to the expiration of ~~their~~ that member's term of office by a majority vote of the City Council if the Council finds cause for removal, unless

otherwise provided for in governing bylaws, and city, state or federal law applicable to the City board, commission, advisory committee, or task force at issue.

12.0 Overlapping Terms Intended

Lengths of terms vary from one advisory body to another, but in all cases, overlapping terms are intended. On special work task forces, where a specific project is the purpose, there need not be terms of office.

13.0 Committee Operation

City Council expects new members will be oriented to the roles and responsibilities of their appointment.

14.0 Yearly ~~Report to Meeting with~~ City Council

Each Committee should make a report to City Council each year. This report need not be presented in person.

15.0 Lobbying Efforts Consistent with City Policy

Lobbying efforts by any advisory bodies on legislative or political matters should first be checked for consistency with existing City policy by contacting the City Manager's office. In the event a position is taken that differs from that of the City's policy, an advisory body acting as an official body of the City of Vancouver cannot represent that position before another body, i.e., the State Legislature or the Clark County Board of Commissioners. An individual member is free to voice a position, oral or written, on any issue as long as it is made clear that he or she is not speaking as a representative of the City of Vancouver, or as a member of his or her commission, committee or task force.

16.0 ~~City Advisory Committees Appointed by Council~~ Current Boards, Committees, Commissions and Task Forces

16.1 Appointments Made by Council

Council appointments are subject to the provisions of Section 8.0.

	<u>Term</u>	<u>Governing Legislation</u>
Aviation Advisory Committee	<u>3 years</u>	VMC 10.05.020; Resolution M-545
Building-Fire Code Commission Board of Appeals	<u>6 years</u>	VMC 17.08.040 (C)
City/County	<u>3 years</u>	VMC 5.19.300(a)

Telecommunications Commission		
Lodging Tax Advisory Committee	<u>2 years</u>	RCW 67.28.1817
Civil Service Commission	<u>6 years</u>	VMC 2.57.010
City Center Redevelopment Authority <u>Board</u>	<u>4 years</u>	VMC 2.71.010
Cultural Commission (inactive)	<u>3 years</u>	VMC 2.88.010 (A) and 020(A)
Downtown Redevelopment Authority <u>Board</u>	<u>4 years</u>	VMC 2.73.080
Parking Advisory Committee	<u>4 years</u>	VMC Section 2.6362.020(a)
Vancouver-Clark Parks and Recreation Advisory Commission	<u>3 years</u>	VMC 2.16.020 -070 , Vancouver City Charter Section 8.054
Planning Commission	<u>4 years</u>	Vancouver City Charter 8.01 (authorization); VMC 20.220.010 18.04.010
Urban Forestry Commission	<u>4 years</u>	VMC 12.02.010 030
Vancouver Public Facilities District Board	<u>4 years</u>	RCW 35.57

16.2 Appointments Made by Mayor Subject to Council Confirmation

Mayoral appointments are subject to the provisions of Section 7.0.

	<u>Term</u>	<u>Governing Legislation</u>
Charter Review Committee	<u>Length of service;</u> <u>Meets every 5 years</u>	Charter Section 11.17
<u>Salary Review Commission</u>	<u>4 years</u>	<u>Vancouver City Charter</u> <u>Section 2.18</u>

16.3 Appointments Made by Mayor

Appointments made by the Mayor and are subject to the provisions of Section 7.0.

	<u>Term</u>	<u>Governing Legislation</u>
Vancouver Housing Authority Board of Commissioners	<u>5 years</u>	RCW 35.82.040; Charter Section 8.03; VHA Resolution #2477

16.4 Non-City Boards, Commissions, Committees, and Task Forces

The City has the opportunity to nominate representatives to sit on boards, commissions, committees and task forces outside of City jurisdiction. City Council shall evaluate candidates and take action on nominations for appointment to these positions in accordance with the provisions of this policy, unless otherwise directed by the subject body's governing agency.

	<u>Term</u>	<u>Governing Legislation</u>
Clark County Arts Commission	<u>4 years</u>	Clark County Resolution # 2010-03-07
<u>Clark County Historic Preservation Commission</u>	<u>3 years</u>	<u>County Code 40.250.030;</u> <u>Ord. M-3673;</u> <u>VMC 20.220.050</u>
Clark County Mosquito Control District Board of Trustees	<u>2 years</u>	RCW 17.28.110
Clark County Public Health Advisory Council	<u>3 years</u>	Clark County Resolution 2003
Clark County Public Facilities District	<u>3 years</u>	Clark County Code 2.19.010
Fort Vancouver Regional Library Board of Trustees	<u>7 years</u>	RCW 27.12.190, City Charter Section 8.05
PDX Citizen Noise Advisory Committee	<u>3 years</u>	Port of Portland Port Executive Director

- ~~Aviation Advisory Committee (VMC 10.05.020; Resolution M-545)~~
- ~~Building Fire Code Board of Appeals (VMC 17.08.040(C))~~
- ~~City/County Telecommunications Commission (VMC 5.19.300(a))~~
- ~~Lodging Tax Advisory Committee (RCW 67.28.1817)~~
- ~~Civil Service Commission (VMC 2.57.010)~~
- ~~Clark County Arts Commission (Clark County Resolution # 2010-03-07)~~
- ~~Clark County Mosquito Control District Board of Trustees (RCW 17.28.110)~~
- ~~Clark County Public Health Advisory Council (Clark County Resolution 2003)~~
- ~~Clark County Public Facilities District (Clark County Code 2.19.010)~~
- ~~City Center Redevelopment Authority (VMC 2.71.010)~~
- ~~Cultural Commission (VMC 2.88.010(A) and 020(A))~~
- ~~Design Review Committee (VMC 20.61.200)~~
- ~~Downtown Redevelopment Authority (VMC 2.73.080)~~
- ~~Fort Vancouver Regional Library Board of Trustees (RCW 27.12.190, Charter Section 8.05)~~
- ~~PDX Citizen Noise Advisory Committee (Port of Portland Port Executive Director)~~
- ~~Parking Advisory Committee (VMC Section 2.62.020(a))~~
- ~~Planning Commission (Vancouver City Charter 8.01 (authorization); VMC 18.04.010.)~~
- ~~Private For Hire Transportation Commission (VMC 5.76.205)~~

- ~~Salary Review Commission (Vancouver City Charter Section 2.18)~~
- ~~Urban Forestry Commission (VMC 12.02.030)~~
- ~~Vancouver Clark Parks and Recreation Advisory Commission (VMC 2.16.020-070, Vancouver City Charter Section 8.04)~~
- ~~Vancouver Public Facilities District Board (RCW 35.57)~~
- ~~Clark County Arts Commission (Clark County Resolution # 2010-03-07)~~
- Mayor's Appointments
 - ~~Vancouver Housing Authority Board (RCW 35.82.040; Charter Section 8.03, VHA Resolution #2477)~~
- Mayor's Appointments Subject to Council Confirmation
 - ~~Charter Review Committee (Charter Section 11.17)~~
 - ~~Private For Hire Transportation Commission (VMC 5.76.205)~~
 - ~~Salary Review Commission (Vancouver City Charter Section 2.18)~~

100-06 Council Appointment of Citizens to Boards, Commissions, Advisory Committees and Task Forces



POLICY AND PROCEDURE

CITY OF VANCOUVER WASHINGTON	INDEX			
	Administrative/Council/City Manager			
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City Council Meetings	Supersedes 12/15/14 <u>11/14/16</u>	Prepared by: // SIGNED //	Approved by: // SIGNED //	

1.0 Purpose

The purpose of this policy is to establish formal procedures for the conduct of City Council meetings.

2.0 Organizations Affected

City Council/City Manager

3.0 References

City Council Resolution M-3239, August 9, 1999
City Council Resolution M-3258, November 22, 1999
City Council Resolution M-3350, July 23, 2001
City Council Resolution M-3412, December 12, 2002
City Council Resolution M-3607, April 16, 2007
City Council Resolution M-3737, March 21, 2011
City Council Resolution M-3844, December 15, 2014
City Council Resolution M-3912, November 14, 2016
City Council Resolution M-____, [adoption date]

4.0 Presiding Officer

~~4.1. Presiding Officer~~

The Presiding Officer at all meetings of the Council is the Mayor, and in the absence of the Mayor, the Mayor Pro Tempore will act in that capacity. If both the Mayor and Mayor Pro Tempore are absent, the ~~next-ranking~~ most senior member in attendance shall act in that capacity.

4.12. Choosing Mayor Pro Tempore

The Mayor Pro Tempore shall be chosen according to *Section 2.04 of the Vancouver City Charter and Roberts Rules of Order*.

4.23. Obligations of Presiding Officer

The Presiding Officer shall:

- (1) Preserve order and decorum in the Council chambers in accordance with Section [10.15](#);
- (2) Observe and enforce all rules adopted by the Council;
- (3) Decide all questions on procedure and order, in accordance with these rules, subject to appeal by a Councilmember;
- (4) Recognize Councilmembers in the order in which they request the floor, giving every Councilmember who wishes an opportunity to speak. The Presiding Officer, as a Councilmember, shall have only those rights, and shall be governed in all matters and issues by the same rules and restrictions as other Councilmembers.
- (5) From time to time, appoint Councilmembers to serve on ad hoc committees.

5.0 ~~Council Meetings~~ General Information

5.1. Meetings Schedule

City Council meetings are held on the first, second, third, and fourth Mondays of a month in the City Council Chambers, 415 West 6th Street, Vancouver, Washington. Meetings are not scheduled on the fifth Monday of a month.

The Vancouver City Charter requires that Council conduct two “regular” meetings each month. Regular Council meetings will be scheduled on the first and third Mondays of each month, beginning at 7 p.m.; Consent Agenda meetings will be scheduled on the second and fourth Mondays of each month, beginning at 6:30 p.m. All Regular and Consent Agenda meetings will adjourn no later than 11 p.m. To continue past this time, a majority of the Council must concur.

5.4 — Council Meeting Scheduled on Holiday

In the event a City-recognized holiday occurs on Monday, the Council ~~meeting shall not meet be cancelled. The Vancouver City Charter requires that Council conduct two “regular” meetings each month. Therefore, w~~When such a holiday falls on a first or third Monday ~~(Regular Council meeting nights)~~, a Regular Council meeting will be scheduled on the following Monday (second or fourth), thereby pre-empting the Consent Agenda Meeting that would typically fall on that Monday under the normal schedule described above.

The City Manager's Office will develop the next year's annual Council meeting schedule by December 1 each year. The meeting calendar will be presented for Council approval at the first meeting in December.

The adopted annual schedule ~~for the entire year~~ will be ~~sent~~distributed to Council, the media, and all City departments, and will placed on the City's website ~~and distributed to all City departments~~ before January 1 of each year. City Council may, at any time, add, cancel or change a meeting date and/or time by a majority vote of the Council and proper notification to the press. Special meetings not included in the adopted annual meeting schedule may be called in accordance with Section 9.0.

5.2. Quorum

At all meetings of the Council, a majority of the Council ~~(four members, or five members for budget items and appropriations)~~ constitutes a quorum for the transaction of business, but a lesser number may adjourn from day to day or until the time of the next regular meeting and may compel the attendance of absent members in such manner and under such penalties as the City Council shall prescribe. (Section 2.~~1002~~ of Vancouver City Charter)

7.05.3 Councilmember Attendance at Absences from Meetings

Councilmembers shall inform the Mayor or City Manager, ~~as well as Council Assistant,~~ if they are unable to attend any Council meeting, or if they will be late to any meeting. A majority vote is required following the initial meeting roll call to excuse any Councilmember absence as outlined per Section 10.1.

5.43. Council Seating

The Presiding Officer and six elected Councilmembers sit on a dais facing the public with the Presiding Officer seated in the middle. The Councilmembers are seated based on seniority, with the most senior Councilmember seated on the Presiding Officer's left side and continuing in decreasing seniority away from the Presiding Officer. Maintaining order, exceptions may be made to balance seating on the dais, to the end of the dais. The order is continued at the far opposite side of the dais and progressing toward the Presiding Officer's right side, resulting in the least senior Councilmember seated on the Presiding Officer's right side.

8.05.5 Council Meeting Staffing

The City Manager shall attend all meetings of the Council. In the event of the City Manager's absence, the Deputy City Manager shall attend, unless excused. At the discretion of the City Manager, the ~~Assistant~~ Deputy City Manager, department heads, and other staff members shall attend. The City Manager may make recommendations to the Council and shall have the right to take part in the discussions of the Council but shall have no vote.

5.65 Recording Proceedings

The City Clerk or delegate shall maintain minutes ~~an account~~ of all ~~proceedings of the Regular, Consent, Special Meetings and Workshops of the~~ Council in accordance with statutory requirements and ~~such account shall be entered into a minute book constituting the official record of the Council according to~~ Section 2.11 of the Vancouver City Charter. Such minutes shall be open to public inspection and will also be posted on the City's website. City Council meeting minutes can be corrected if in error but shall not be revised without a majority affirmative vote of the Council at a regularly scheduled Council meeting.

5.6.25.7 Broadcasting

Regular and Consent Agenda meetings, including workshops, are cablecast live and replayed on CVTV-23 and CVTV-323, and streamed live at www.cvtv.org, whenever reasonable use of technology allows.

9.05.8 Media Representation at Council Meetings

All public meetings of the City Council and its advisory committees shall be open to the media, freely subject to recording by radio, television, electronic, and photographic services at any time, provided that such arrangements do not interfere with the orderly conduct of the meeting.

5.6. 6.0 Order of Business

Regular and Consent Agenda meetings shall follow a general order of business to ensure consistency and enhance public expectations as to the general format of the agenda.

Modifications to the order of business and meeting format as provided for in Sections 6.1 and 6.2 may occur in the event of scheduling necessities or by Council action.

6.1. Regular Meetings

The order of the agenda for Regular Council meetings will be as follows:

- Pledge of Allegiance
- Call to Order and Roll
- Approval of Minutes
- Proclamations and Special Presentations
- Citizen Communication

- [Consent Agenda](#)
- [Public Hearings](#)
- [New Business](#)
- [Unfinished Business](#)
- [Communications](#)
 - o [From the Council](#)
 - o [From the Mayor](#)
 - o [From the City Manager](#)
- [Adjournment](#)

6.2 Consent Agenda Meetings

The order of the agenda for Consent Agenda Council meetings will be as follows:

- [Pledge of Allegiance](#)
- [Call to Order and Roll](#)
- [Proclamations and Special Presentations](#)
- [Citizen Communication](#)
- [Consent Agenda](#)
- [Public Hearings*](#)
- [Citizen Forum \(per Section 10.11\)](#)
- [Adjournment](#)

*Public hearings should typically appear on Regular Meeting agendas unless it is impractical to do so due to scheduling concerns. In such cases, they may be scheduled for a Consent Agenda Meeting, subject to the provisions of Section 10.6.

5.9-7.0 Workshops

At the discretion of Council, Council workshops are held Mondays from 4 to 6 p.m. Occasionally, the Mayor and City Manager may extend workshops beyond this timeframe as needed. Workshop times will be published on the final agenda, and Councilmembers will be given as much advance notice as possible if a workshop is scheduled to fall outside this normal timeframe.

During these meetings, items needing in-depth discussion are introduced and reviewed. No formal action is taken at workshops. Formal action is defined as a collective positive or negative decision following an actual vote by a majority of the Council upon a resolution, order or ordinance. ~~Workshops are open to the public. Workshops are cablecast live and replayed on CVTV 23 and CVTV 323, and streamed live at www.ctvttv.org.~~

Council will, on a regular basis, be provided with an on-going preview of upcoming workshops.

5.10-8.0 Executive Sessions

An Executive Session is a council meeting or portion of a council meeting that is closed except to the Council, City Manager and authorized staff members and/or consultants authorized by the City Manager. The public is restricted from attendance. Executive Sessions may be held during Regular, Consent Agenda, Workshops or Special council meetings and will be announced by the Mayor. Before convening an Executive Session, the Mayor shall announce the purpose of the meeting and the anticipated time when the session will be concluded. Should the session require more time, a public announcement shall be made that the meeting is being extended and the duration of the extension. Executive Sessions shall be held in accordance with the provisions of the Washington State Open Meetings Act. Council Regular Meetings, Consent Agenda Meetings, and Workshops are both “regular meetings” as that term is defined by RCW 42.30.075 and used in RCW 42.30.110(1) from which Council may convene into executive session.

5.119.0 Special Meetings

The city clerk shall call special public meetings of the City Council upon the approval of the Mayor or a majority of the Councilmembers. Any request shall state the subjects to be considered at such special meeting and no other subject shall there be acted upon. (Section 2.10 of the Vancouver City Charter)

Notice of every special meeting shall be given in writing personally, by fax or email to every Councilmember, to the City Manager, to the City Attorney, and to all local news media representatives who have on file with the city clerk a request for such notices. The notice shall be posted on the City’s website, prominently displayed at the main entrance to City Hall and the meeting site if the meeting is not being held at City Hall. The notice must be delivered or posted personally, by mail, or otherwise, so as to be received at least 24 hours before the meeting. The notice shall state the place and time of the meeting and the business to be conducted. The Council shall not make final disposition of any matter not included in the notice.

Councilmembers are active in their community and attend many meetings and events. The citizens of Washington have declared that all meetings of a public agency shall be open and public. When a quorum of the council is present at a meeting where action is taken, the meeting is subject to the Open Public Meetings Act. A “meeting” of the council occurs “when a majority of its members gathers with the collective intent of transacting the governing body’s business.”¹ “Action” is broadly defined as the transaction of the official business of an agency—~~broadly defined to include~~ing “deliberations, discussions, considerations, reviews, [and] evaluations”.² If councilmembers plan to attend an event or meeting with the intent of transacting city business, they should notify the City Manager’s Office so that it can be determined if a quorum of the council will be present. If a quorum will be present the City Manager’s Office will provide a notice of a special meeting of the council. In order to prepare and

¹ Citizens All. for Prop. Rights Legal Fund v. San Juan County, 184 Wn.2d 428, 444, 359 P.3d 753, 761, 2015 Wash. LEXIS 1146, *18

² RCW 42.30.020

give notice of the meeting, councilmembers need to notify the City manager's Office at least one week before the meeting.

If a quorum of Council is present at an event or meeting without notice having been provided, Councilmembers shall "self-police" by either having members leave to avoid a quorum or by not sitting together and not discussing city business. In the absence of an agreement otherwise, the Councilmember(s) whose arrival triggered the quorum shall leave the event or meeting.

10.0 Council Meeting Protocol

5.6.3.210.1 Call to Order and Roll Call

The Presiding Officer shall call the meeting to order and request the Council Assistant call roll of Councilmember attendance. The Presiding Officer will announce the attendance of Councilmembers and indicate any Councilmember who is not in attendance. Lack of response by a Councilmember at the time of roll call will indicate the absence of that Councilmember. A majority vote is required to excuse any Councilmember absence. Councilmembers should provide advance notice of absences whenever possible, as provided for in Section 5.3.

5.6.3.310.2 Changes to Agenda Item Order

The Presiding Officer may, with the concurrence of the Councilmembers, take agenda items out of order or change the order of the agenda.

5.6.3.410.3 Approval of Minutes

Meeting minutes shall be approved by a majority vote of the Council. Councilmembers who were absent from the meeting may either vote on approval of those minutes or may choose to abstain from voting.

5.6.3.510.4 Formal Proclamations and Special Presentations

A proclamation is defined as an official announcement or recognition as defined and signed by the Mayor regarding a non-controversial event which will have a major citywide impact. The issuance of a proclamation at a Council meeting shall be at the discretion of the Mayor.

Proclamations will be briefly summarized by the Mayor and presented to the recipient(s). The recipient(s) will be allowed to make brief comments.

Special presentations include, but are not limited to, retirements, commendations and recognition by the Mayor and City Council.

5.6.3.610.5 Citizen Communications on Agenda Items

Members of the public are invited to speak for approximately three minutes each about any item on that evening's Council Agenda that is not already scheduled for public hearing or which otherwise allows for public testimony. Such public comment regarding any item on that evening's Agenda is taken at the beginning of the meeting under Citizen Communication and is subject to the provisions of Section 10.14. ~~Comments are limited to approximately three minutes per speaker.~~

Item numbers to be considered under Citizen Communications shall be indicated on the agenda. Testimony taken under Citizen Communications shall follow protocol set forth in Section 10.14.

5.6.3.910.6 Consent Agenda

~~These~~ Items appearing on the Consent Agenda are routine items voted on by a single motion. Typical items include payment of bills, awarding contracts, adoption of resolutions ~~that do not require a public hearing~~, and first reading of ordinances. Any Councilmember may remove any item from the consent agenda for discussion and separate action. Councilmembers should indicate which items they wish to pull from the Consent Agenda prior to the Council's vote on the full Consent Agenda.

5.6.3.910.7 Ordinances for First Reading

First readings of ordinances shall follow the provisions provided for in the City of Vancouver Charter, Section 2.13. The City Manager presents information on a proposed new city law or practice, or a change to an existing law or practice. The Mayor shall read into the record the title of any ordinance appearing for first reading at the time of its consideration on the agenda. Council then sets a date for second reading and public hearing.

5.6.3.910.8 Public Hearings

Public hearing items are those specific items being considered by Council on which citizens are invited to present their views on specific issues being considered by Council. Certain item types may be required by law to be scheduled as a public hearing. Speakers are asked to limit their testimony to approximately three minutes. The Presiding Officer will state the public hearing procedures before each public hearing.

All public hearings ~~on proposed ordinances~~ are advertised in The Columbian at least three days in advance, or as required by law, and information is posted on the City's website. In an emergency, a most public hearings can be called within 24 hours with proper media notification, unless longer notice is required by law.

Public testimony on public hearing items is subject to the provisions of Section 10.14.

~~5.6.3.10~~10.9 Ordinances for Second Reading and Public Hearing

Citizens are invited to present their views on proposed ordinances before a final vote by Council. All public hearings on proposed ordinances are advertised [in accordance with Section 10.8](#). ~~The Columbian at least three days in advance and information is posted on the City's website. (In an emergency, a public hearing can be called within 24 hours with proper media notification.) Public testimony is subject to the provisions of section 5.6.3.78.~~

[The Mayor shall read into the record the title of any ordinance appearing for second reading at the time of its consideration on the agenda. Second readings of ordinances shall follow the provisions provided for in the City of Vancouver Charter, Sections 2.14 and 2.15.](#)

~~5.6.3.11~~10.10 Council and City Manager Communications

City Councilmembers, Mayor and the City Manager make special announcements or provide updates on current issues or items of Council interest.

[Councilmembers, the Mayor and the City Manager may also present new proposals and seek feedback on such at this time.](#)

~~5.8~~10.11 Citizen Forum

A Citizen Forum will be held at the end of ~~the first and second~~ Consent Agenda meetings ~~of the month~~. A Citizen Forum includes up to ninety (90) minutes of public testimony or less depending on the number of speakers. Citizens may speak on any issue of concern or interest, provided that speakers may not use this opportunity to speak in favor of or opposition to any ballot measure or candidate for elected office. Speakers are asked to fill out testimony cards as provided for in Section [10.14](#) and to limit their comments to approximately three minutes. Each speaker shall have one opportunity to address the Council. During Citizen Forum, Councilmembers have the ability to ask questions and reply to speakers.

10.12 New Business

[Matters that do not appear on the agenda may be raised as new business.](#)

~~5.6.3.12~~10.13 Unfinished Business

Council discusses ongoing issues or items continued from earlier meetings.

~~11.12~~ New Proposals and Reports

~~These are presented by the Councilmembers for a brief discussion. They can include policy changes, new laws, regulations and resolutions. Action is not taken on items at this time.~~

Comment [DA1]: Occurs under Council Communication (see 11.8)

~~5.6.3.7~~10.14 Public Testimony and Conduct to Council

Speakers who wish to testify before the City Council ~~either during citizen communication on agenda items or as part of a scheduled public meeting or public hearing or during the Citizen Forum portion of the Council meeting as set forth in Section 5.8~~ are required to complete a “Testimony Registration Form” which ~~provides~~requests the speaker’s ~~their~~ name, address, agency or group ~~they~~ represented, the item ~~they~~ the speaker wishes to testify on, and their position on the subject. Distinct cards will be identified to be used for either agenda item or Citizen Forum testimony.

At the appropriate time, speakers are requested by the Presiding Officer to step up to the ~~podium~~place designated for testimony, give their name for the record, and ~~asked to~~ limit ~~their~~ remarks to approximately three minutes. (Council prefers lengthy written testimony to be submitted at least a week prior, so Council has a chance to fairly consider the comments.) All remarks will be addressed to the Council as a whole. Each person who addresses the Council shall do so in an orderly manner and shall not make slanderous or profane remarks to any member of the Council, staff or the general public. Any person who makes such remarks or who becomes boisterous, threatening or personally abusive while addressing the Council and which disrupts or otherwise impedes the orderly conduct of any Council meeting may be requested to leave the meeting.

The Presiding Officer and City Manager have the authority to preserve order at all meetings of the Council, to cause the removal of any person from any meeting for disorderly conduct as described herein and which disrupts or otherwise impedes the orderly conduct of a Council meeting and to enforce the Rules of the Council. The Presiding Officer and City Manager may command assistance of any peace officer of the City to enforce all lawful orders to restore order at any meeting.

~~10.9~~10.15 Council Discussion

All Council discussion shall be governed by Robert’s Rules of Order, Newly Revised. The City Attorney is the Parliamentarian. Every Councilmember shall be provided with a copy of Robert’s Rules of Order, Newly Revised when first joining the Council.

~~11.9~~10.16 Voting

~~11.1~~10.16.1 Roll Call Votes

The ~~City Clerk~~Council Assistant will take a roll call vote, if requested by the Presiding Officer, a Councilmember, or as required by law. The roll call vote shall be by seniority with the least senior member voting first.

11.210.16.2 Tie Vote

The passage of a Motion, Resolution or Ordinance is lost by a tie vote, provided that the question may be brought forward again at the request of any member at the same meeting or at the next meeting when any members who were absent or disqualified at the time of the tie vote are present.

11.310.16.3 Votes on Questions

Each member present shall vote on all questions put to the City Council except on matters on which he or she has been disqualified for a conflict of interest or under the Appearance of Fairness Doctrine. Such a member shall disqualify himself or herself prior to any discussion of the matter. If abstaining, the Councilmember must state the reasons for abstaining, identifying one or more of the following: (1) an excused absence from the prior council meeting and/or (2) a conflict of interest and/or (3) an Appearance of Fairness issue. See Policy 100-39. A Councilmember, who abstains but fails to identify the absence, conflict of interest and/or Appearance of Fairness issue, will be considered to have voted for the majority's position in respect to questions before the council and have their vote so recorded. When disqualification of a member or members results, or would result, in the inability of the Council to act on a matter on which it is required by law to take action, any member who is absent or who is disqualified under the Appearance of Fairness Doctrine may subsequently participate, provided such member first shall have reviewed all materials and listened to all tapes of the proceedings in which the member did not participate.

5.6.3.1410.17 Adjournment

There being no further business, the Presiding Officer adjourns the meeting.

6.011.0 Agenda Preparation

6.111.1 General Information

The City Manager's office will prepare an agenda for each Council meeting specifying the time and place of the meeting and set forth a brief general description of each item to be considered by the Council. The agenda is subject to approval by the Mayor and the City Manager.

5.6.3.111.2 Placing Item on the Agenda

An item may be placed on a Council meeting agenda by any of the following methods:

- (1) By any two (2) or more Councilmembers
- (2) By the City Manager, or
- (3) By the Mayor.

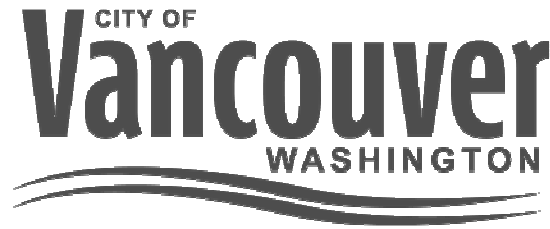
6.211.3 Adding an Item to a Published Agenda

An item may be ~~placed on~~ added to a ~~Regular or Consent~~ meeting agenda, per Section 11.2, after the agenda is closed and the notice published if an amended agenda is published, provided to the Mayor and City Councilmembers and posted on the City's website prior to the subject meeting date.

An item may be added to a Regular or Consent meeting agenda on the subject Council meeting date as a walk-on item if the Councilmember or City Manager requesting the addition of the item explains the necessity and receives a majority vote of the Council to amend the agenda at the public meeting.

6.311.4 Agenda Finalization Schedule

Agenda materials will be available at City Hall and on the City's website for City staff, the media and public ~~on by Friday-Wednesday~~ prior to the meeting. Agenda materials will be available for Councilmembers ~~on by Thursday-Tuesday~~ prior to the meeting.



POLICY AND PROCEDURE

CITY OF VANCOUVER WASHINGTON	INDEX			
	Administrative/Council/City Manager			
Subject	Number 100-33	Rev. C	Effective Date 12/15/14	Page 1 of 3
City Council Councilmember Appointment to Boards and Commissions	Supersedes 01/03/11 12/15/14		Prepared by:	Approved by: [Mayor]

1.0 Purpose

The purpose of this policy is to establish formal procedures for making appointments of City Councilmembers as representatives to boards and commissions.

2.0 Organizations Affected

City Council/City Manager

3.0 References

City Council Resolution M-3255, November 22, 1999
City Council Resolution M-3299, July 3, 2000
City Council Resolution M-3607, April 16, 2007
City Council Resolution, M-3730, January 3, 2011
City Council Resolution, M-3844, December 15, 2014
City Council Resolution, M-____, [DATE]

4.0 Process for Making Appointments

At the beginning of the biennium following an election, the Mayor shall confer with each Councilmember in order to solicit information from Councilmembers as to those boards and commissions on which they wish to serve. Following these meetings, Council shall meet in a setting open to the public to discuss and approve final appointment assignments. At such public meeting, the Mayor shall lead a discussion of potential appointments to each position. Conflicts shall be resolved by giving the appointment to the most senior member desiring the appointment. For appointments where there is only one Councilmember expressing interest, the Council will vote on the appointments as a slate. For positions where there are two or more Councilmembers expressing interest, the

Council shall vote on appointments individually. A majority vote of the Council is required to approve all appointments.

5.0. Appointment Limits

The Council values continuity on boards and commissions, providing experience to the boards and commissions, and providing learning opportunities for the growth of new Councilmembers. There shall be no limit to the number of terms any Councilmember may serve on any board or commission.

6.0 Councilmembers Representing an Official City Position

Individual Councilmembers serving on appointed boards and commissions represent the Council as a whole. Once the City Council has taken a position on an issue, either through a majority vote or consensus, all official City correspondence regarding that issue will reflect the Council's adopted position.

The Mayor is authorized to send letters stating the City's official position to appropriate officials. Councilmembers shall receive copies of all such letters. If a member of the City Council appears before another governmental agency or organization either as an appointed member of that agency or as a guest to give a statement regarding an issue affecting the City on which the City Council has taken a position, the Councilmember shall indicate the majority position of the Council. Personal opinions, minority positions and comments contrary to the majority position may be expressed only if the Councilmember clarifies that such statements do not reflect the official position of the City Council.

Councilmembers have a responsibility to bring significant policy decisions back to the whole Council for discussion and decision whenever possible.

7.0. Boards and Commissions: Council Participation Required

Council participation in the following boards and commissions is required ~~by law~~:

- Bi-State ~~Transportation~~ Coordination Committee (Interlocal Agreement)
- C-TRAN (RCW 36.57A.050; Bylaws Section 3.1)
- Child Abuse Intervention Executive Board (Children's Justice Center) (Bylaws, Section 2(b))
- Lodging Tax Advisory Committee (RCW 67.28.1817)
- Metro Policy Advisory Committee ((MPAC) Bylaws, Article III, Section 1(b)(e))
- Southwest Clean Air Agency (RCW 70.94.100)
- Southwest Washington Regional Transportation Council (RCW 47.80.020; 1992 Interlocal Agreement)
- Clark County Elder Justice Center Executive Board (2012 Interlocal Agreement, Section IV(A)(2))

- Clark Regional Wastewater District Oversight Committee (2010 Coordination of Services Agreement, Article 12)

8.0 Boards and Commissions: Council Participates by Choice or invitation

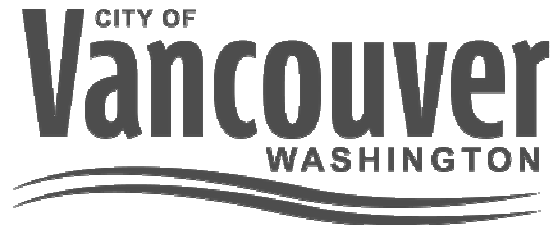
Council has decided Councilmembers will participate on the following, although not required by law:

- Joint Policy Advisory Committee on Transportation ((JPACT) Bylaws, IV(f))
- Clark County Community Action Advisory Board (Bylaws require 3 local elected officials)
- ~~Clark County Solid Waste Advisory Commission (RCW 24.16.040)~~
- Columbia River Economic Development Council (Bylaws)
- Council for the Homeless (Intergovernmental Cooperation Agreement between City, County and the Housing Authority, approved December 18, 1989)
- Regional Disaster Preparedness Organization (RDPO) Policy Committee (interlocal agreement)
- Safe Communities Task Force (voluntary membership).

9.0 Boards and Commissions: Mayor/Mayor pro Tempore Participation Required

The following boards and commissions require participation by the Mayor or the Mayor and Mayor Pro Tempore:

- Police Pension Board - (RCW 41.20.010) Mayor Pro Tempore participation required. The Mayor may appoint a designate representative who is an elected official.
- Fireman's Pension Board (RCW 41.16.020) The Mayor may appoint a designated representative who is an elected official.
- City Audit Committee
- Strategic Plan Oversight Committee – Mayor Pro Tempore participates as committee chairperson



POLICY AND PROCEDURE

CITY OF VANCOUVER WASHINGTON	INDEX			
	Administrative/Council/City Manager			
Subject	Number 100-35	Rev.	Effective Date 1/4/11	Page 1 of 2
City Council Miscellaneous Procedures	Supersedes 12/13/99 <u>1/4/11</u>	Prepared by: [City Manager]	Approved by: [Mayor]	

1.0 **Purpose**

The purpose of this policy is to establish formal procedures for endorsing or supporting political candidates, the State of the City Report, retreat reports, and answering identical letters addressed to a majority of Councilmembers.

2.0 **Organizations Affected**

City Council/City Manager

3.0 **References**

City Council Resolution M-3266, December 13, 1999.

4.0 **Endorsing or Supporting Political Candidates**

The Mayor and Council, as private citizens, are entitled to support any political candidates or support or oppose any ballot measure; however, such action might have an adverse affect on the City and/or the City Council and the Mayor and Council should consider the potential consequences prior to taking such action. Caution should be exercised in raising these issues at council meetings since State law prohibits the use of public facilities to support or oppose political candidates or ballot measures subject to certain exceptions as set forth in RCW 42.17.130.

5.0. State of City Report

The Mayor will make an annual State of the City report at a public meeting during the first quarter of each year. A written report will be made available to the public at the time of the meeting.

6.0. Retreat Report

The City Manager will provide an Executive Summary following each City Council retreat. A written report shall be made available to the public as soon as possible.

7.0. Answering Identical Letters Addressed to a Majority of Councilmembers

If a substantially similar letter, e-mail or other type of correspondence is sent to four or more Councilmembers, the Mayor's office will, in a timely manner, develop a response to the correspondence that shall be reviewed and approved by the Mayor prior to being sent to the constituent. discuss the correspondence with the Council at the next available Council meeting and reply with a written response summarizing the Council's position.

A copy of the reply and original letter will, in a timely manner, be provided to all Councilmembers. At their discretion, individual Councilmembers may provide a follow-up reply after the Mayor's letter has been sent.

8.0 Council Sunshine Fund

A fund has been established to allow Councilmembers to acknowledge individuals and events, as appropriate. The Sunshine Fund is an account independent from all City of Vancouver funds and accounts and is to be managed by existing Councilmembers.

The Sunshine Fund is Council-supported and intended to cover expenses that cannot be paid for by City funds, which may relate to:

- Gifts for dignitaries;
- Acknowledgment of significant events and other personal issues among Council or staff.
- Other expenses as deemed appropriate by Council.

The Sunshine Fund account is co-owned by two active Councilmembers serving as double signatories on a voluntary basis. Each Councilmember is encouraged to donate \$300 annually.

In the event there is an ending balance in the Sunshine Fund bank account at the end of a calendar year, the Council may decide to:

- Roll the balance forward into the next year
- Make a group cash donation to a project or fund of the Council's choice



POLICY AND PROCEDURE

CITY OF VANCOUVER WASHINGTON	INDEX			
	Administrative/Council/City Manager			
Subject	Number 100-38	REV. B	Effective Date 1/4/11	Page 1 of 4
Filling City Council Vacancies	Supersedes 1/3/00 1/4/11	Prepared by:		Approved by:

1.0 Purpose

The purpose of this policy is to provide guidance to City Council when a Vancouver Councilmember position becomes vacant before the expiration of the official's elected term of office. Pursuant to state law, a vacancy shall be filled only to serve the remainder of the unexpired term until the next regular ~~municipal~~ election.

2.0 Organizations Affected

City Council/City Manager

3.0 References

Vancouver City Charter – Sections 2.01 Terms; 2.02 Qualifications; 2.06 Vacancies Defined; 2.08 Vacancies in Council

RCW 29A.60.270 Beginning of terms; RCW 29A.60.280 Term of office; RCW 35A.13.020 – Vacancies – Filling of Vacancies in Council/Manager Form of Government; 42.30.110(h) – Executive Session Allowed to Consider Qualifications of a Candidate for Appointment of Elective Office; RCW 42.30.060 – Prohibitions on Secret Ballots; RCW 42.12 – Vacant Position

City Council Resolution M-3274, January 3, 2000
City Council Resolution, M-3730, January 3, 2011

4.0 ~~Appointment Notification~~ Process

A Council position shall be officially declared vacant upon the occurrence of any of the causes of vacancy set forth in City of Vancouver Charter, Section 2.06, including resignation, recall, forfeiture, written intent to resign, or death of a Councilmember. The

Councilmember who is vacating his or her position cannot participate in the appointment process.

Vacancies in the City Council shall be filled by a majority vote of the remaining members of the City Council. ~~but~~ Such appointee shall hold office only until the next regular general election, at which time a person shall be elected the appointee may run to serve for the remainder of the unexpired term.

City Council shall direct staff to begin the Councilmember appointment process and establish an interview and appointment schedule so that the position is filled at the earliest opportunity. In the case of a councilmember submitting an intent to resign, the application process may commence prior to the effective date of the resignation. The overall length of the process timeline should allow for the expedient conclusion of the appointment process, but also sufficient time for Council evaluation of candidates. The City Manager's Office will propose an appointment schedule to the Council prior to advertisement of the vacancy.

The City ~~Clerk's~~ Manager's Office shall prepare and submit a display advertisement to The Columbian , Oregonian and Daily Insider, posted on the City's website and social media site, distributed via the City's internal and external newsletter services (Currents, Emma, Office of Neighborhoods, etc.), and distributed to all current members of Vancouver advisory boards, commissions, committees, and task forces (per Council policy 100-06) via email to the staff of those bodies with ~~courtesy~~ copies to ~~all~~ other local media outlets, which announces the vacancy consistent with the requirements necessary to hold public office: that the applicant be a registered-qualified elector¹ ~~voter of the City of Vancouver;~~ have a two-year continuous period of residency in the City of Vancouver; and hold no other public office; ~~or~~ and have no employment under the city government.

This display advertisement shall be published once each week for two consecutive weeks. This display advertisement shall contain other information, including, but not limited to; time to be served in the vacant position; election information, including qualifications of an elected official; salary information; Councilmember powers and duties; complete list of materials required to apply for appointment; the deadline date and time for submitting applications; interview and appointment schedules; and such other information that the City Council deems appropriate. ~~Information about the vacancy will also be posted on the City's website and will be distributed through other electronic media.~~

5.0 Application Process

5.1 The Application

¹ To be a "qualified elector" a person must be at least 18; a citizen of the United States; have lived in the city for at least 30 days prior to the election at which they offer to vote; have not been convicted of a felony unless their civil rights have been restored. Washington State Constitution Article VI, Section 1.

The City ~~Clerk's~~Manager's Office shall prepare an application form which requests appropriate information for City Council consideration of the applicants. The application form will request the following information from the applicant: include, among other requests for information, the question,

- Pertinent contact information
- Confirmation the applicant is a qualified elector¹
- Answers to the following:
 1. Is there anything in your background that would attract heightened public scrutiny of undisclosed and later discovered bring discredit to this city if appointed?
 2. Please give a brief summary of your background and experience, including education, work history and civic engagement activities.
 3. Why are you seeking appointment to the City Council? What do you feel your qualifications are for the position?

Applications will be available at City of Vancouver offices, on the City's website and such other locations that the City Council deems appropriate.

5.2 Supplemental Materials

In addition to the application form, tThe applicants will also be ~~requested~~required to provide a completed Washington State PDC form F-1 and a current resume. The F-1 form must be provided directly to the City Manager's Office. It should not be submitted on the Washington PDC website. Applications will be available at City of Vancouver offices, on the City's website and such other locations that the City Council deems appropriate. Copies of the display advertisement will be provided to current members of City of Vancouver commissions, committees, task forces and other City sponsored citizen groups.

In addition to the required supplemental materials, candidates may also submit additional supportive information, such as a list of endorsements, up to three (3) letters of reference, and other pertinent materials. Endorsements and letters of reference should include contact information for the person(s) supporting the candidate.

5.3 Conclusion of Application Period

The application period shall be open for at least two weeks and no more than 30 days following the announcement of the vacancy and details of the appointment process. The length of the application period will be included in the proposed appointment schedule, as set forth in section 4.0.

Applications received by the deadline date and time will be copied and circulated by the City ~~Clerk's~~Manager's Office to the Mayor and City Council within one (1) business day following the deadline. Packets may also contain additional information received such as endorsements, letters of reference and other pertinent materials. Candidates who submit completed application packets by the deadline will be required to also submit information

necessary for the City to conduct a criminal background check, the results of which will be provided to the City Council.

All completed candidate application packets will be posted on the City's website following the application deadline and delivery of the packets to the City Council. Applicant materials will be redacted for non-disclosable information prior to being made public.

6.0 Council Evaluation of Candidates

City Councilmembers, individually, will conduct an initial review of all completed applications ~~within three (3) business days of receiving the packets.~~

Council will meet in executive session at the next Council meeting to discuss applicant qualifications. It is permissible to meet in executive session to "evaluate the qualifications of a candidate for appointment to elective office."² The City Manager's Office will provide Council with the results of the candidate criminal background checks during this executive session.

In the event the City receives more than 10 completed applications, each City Councilmember will submit to the Council Assistant an unranked list of names of the candidates the Councilmember wishes to move forward in the process. Each Councilmember's list should contain no more than 15 names. The Council Assistant shall aggregate all Councilmember lists into one unranked master list of the 10-15 candidates ~~most commonly preferred selected among the individual lists provided by Council as a whole.~~ The list shall be arranged in alphabetical order and shall only include the names of the candidates. This aggregated list shall be provided to the Council during the executive session held prior to the interview meeting.

Immediately following executive session, Council shall meet in public session to select which candidates to invite to participate in an interview at the next City Council meeting. The decision as to which applicants to interview will be based on the information contained in the application forms and Council's evaluation of the qualifications of the candidates. The decision as to which candidates will be interviewed will be at the sole discretion of the City Council.

~~The decision as to which applicants to interview will be based on the information contained in the application forms and council's evaluation of the qualifications of the candidates. In the event that more applications are received than the City Council wishes to interview, it may determine the number to interview. The decision as to which candidates will be interviewed will be at the sole discretion of the City Council.~~ The City ~~Clerk's~~ Manager's Office shall notify applicants selected for interview of the location, date and time and format (per Section 7.0) of City Council interviews. In the event Council does not select all applicants to move forward to the interview, staff in the City

² RCW 42.30.110(1)(h).

Manager's Office will notify those candidates not selected of their status. Information about the interview meeting and those applicants selected for an interview will be announced to the public via a news release and posted on the City's website after all applicants have been contacted.

Prior to the date and time of the interview meeting, ~~the Mayor shall accept~~each Councilmember shall submit one interview question and one back-up question to the Mayor and Council Assistant ~~from each Councilmember~~. If two or more Councilmembers submit the same primary question, the Mayor shall choose whose to accept, and the back-up question(s) from the other Councilmember(s) will be used. The final list of questions will be provided to all of Council prior to the interview meeting. Each Councilmember will ask his or her question during the interviews.

~~Prior to the interview meeting, the City Manager will provide Council with the results of a Criminal Background Check for each applicant.~~

6.0 7.0 Interview Meeting

An interview meeting shall be scheduled for a regularly scheduled Council meeting. The meeting will be open to the public and broadcast and live streamed by CVTV.

At the opening of the interview meeting, the Mayor shall provide an overview of the format and ground rules for the meeting. The applicant's order of appearance also shall be determined at this time by a random lot drawing performed by the Council Assistant.

In order to ensure each candidate has a fair and equal opportunity to speak with Council, all candidates shall be sequestered at City Hall for the duration of all candidate interviews. Access to electronic devices shall be prohibited during sequestration. Candidates will be ushered to and from the City Council Chambers by a member of City staff in order to participate in their interview at the pre-determined time. Candidates will be released from sequestration upon conclusion of the final interview and may observe the remainder of the public portion of the Council meeting.

Each ~~candidate~~ interview ~~of an applicant/candidate~~ shall be no more than 30 minutes in length. The Council may reduce the 30-minute interview time if the number of applicants exceeds six candidates. Each interview shall follow the following format: as follows:

- The applicant shall present his or her credentials to the City Council (up to 10 minutes).
- The City Council shall ask the predetermined set of questions, one question per Councilmember, which must be responded to by the applicant. Each applicant will be asked and will answer the same set of questions and will have two (2) minutes to answer each question (up to 14 minutes)
- An informal question-and-answer period ~~in~~ during which Councilmembers may ask and receive answers to miscellaneous or follow-up questions (~~10 minutes remainder of time~~).

~~The applicant's order of appearance will be determined by a random lot drawing performed by the City Clerk.~~

~~The Council may reduce the 30-minute interview time if the number of applicants exceeds six candidates, or alternatively, the Council may elect not to interview all of the applicants if the number exceeds six candidates.~~

~~Vacancies in the City Council shall be filled by a majority vote of the remaining members of the City Council, but such appointee shall hold office only until the next regular general election, at which time a person shall be elected to serve for the remainder of the unexpired term.~~

7.0 8.0 Voting

Upon completion of the interviews, Councilmembers may convene into Executive Session to further discuss evaluate the qualifications of the ~~applicants~~candidates; however, all interviews, nominations and votes taken by the Council shall be in open public session.

~~The new Councilmember shall be chosen according to Roberts Rules of Order.~~

Balloting will continue until a nominee receives a majority of ~~four~~ votes.

At any time during the balloting process, the City Council may postpone balloting until a date certain or regular meeting if a majority vote has not been received.

Nothing in this policy shall prevent the City Council from reconvening into Executive Session to further discuss the ~~applicant~~/candidate qualifications.

The Mayor shall declare the nominee receiving the majority vote as the new Councilmember and he or she shall be sworn into office ~~by the City Clerk~~ at the earliest opportunity, or no later than the next regularly scheduled City Council Meeting.

C:\C\Procedure 100-38 Council Vacancies (~~1/4/11~~)



POLICY AND PROCEDURE

CITY OF VANCOUVER WASHINGTON	INDEX			
	Administrative/Council/City Manager			
Subject	Number 2018-	Rev. A	Eff. Date	Page 1 of X
Health Insurance Opt-Out Payment	Supersedes	Prepared by:	Approved by:	

1.0 **Purpose**

The purpose of this policy is to establish the option for a councilmember to receive a payment in lieu of participating in the City's health insurance program.

2.0 **Applicability**

This policy applies to the City Council of the City of Vancouver.

3.0 **References**

Washington State Constitution Article XI, Section 8 – Limitations on Salaries
Washington State Constitution Article XXX, Section 1 – Authorizing Mid-term Compensation Increase
RCW 35.21.015 - Salary Commission
RCW 41.04.190 – Cost of medical insurance not compensation
Resolution 003-11

4.0 **General Policy – Councilmembers Ability to Receive Opt Out Payment**

Councilmembers are able to participate in the City's health insurance programs. However, a councilmember may have health coverage through other employment, a spouse's employment or other benefit provider. This policy is intended to provide councilmembers the option of declining city-provided health coverage and to receive an "opt-out" cash payment while avoiding the prohibition on mid-term adjustment to compensation.

Alternative 1:

The Washington State Constitution prohibits the mid-term adjustment of compensation of elected officials. It states:

The salary of any county, city, town, or municipal officers except as provided in section 1 of Article XXX or diminished after his election, or during his term of office; nor shall the term of any such officer be extended which he is elected or appointed.

While the cost of a health insurance policy is statutorily exempted from this prohibition, the receipt of an opt-out payment is not. Thus, a councilmember wishing to receive an opt-out payment can only exercise this option prior to their beginning a successive term of office and the increase can only be effective upon the beginning of the new term. An apparent winner of an election to a councilmember position can only exercise this option after the initial election returns and before the election results are certified.

Pursuant to this policy, the City Council hereby approves including in a councilmember's compensation an opt-out payment if a councilmember declines to participate in the City's health plan. The amount of the payment shall be the rate paid to nonrepresented employees at the time that the councilmember exercises their option and it shall not increase nor decrease during their term of office.

Alternative 2:

~~The constitutional prohibition on the increase or decrease of salaries after election or during a term of office has an exception for salaries that are established through a salary commission. Section 2.18 of the City Charter authorizes the salary commission to set the salary and compensation of the councilmembers. In fixing the salaries and compensation, the salary commission could authorize an opt-out payment.~~

~~Non-represented city employees are eligible for an "opt-out" payment if they choose to not be covered by the City's health insurance program. That payment is currently \$230.00 per month. councilmember's who choose to not be covered by the City's health insurance program are eligible to receive an opt-out payment. However, the Salary Commission must determine whether to include an opt-out payment in councilmembers' compensation and fix the amount to be paid to an eligible councilmember.~~

Concurrent with the adoption of this policy, the Council rescinded Section 2 of Resolution M-3734 which precluded the ability to be eligible for an opt-out payment.



POLICY AND PROCEDURE

CITY OF VANCOUVER WASHINGTON	INDEX			
	Administrative/Council/City Manager			
Subject	Number 2018-01	Rev. A	Eff. Date 9/05/2018	Pg. 1 of 9
Electronic Written Communications	Supersedes 100-37; 100-40		Prepared by:	Approved by:

1.0 **Purpose**

The purpose of this policy is to establish standards for the appropriate use of electronic written communications by the Mayor and individual Councilmembers in their capacity as elected officials of the City of Vancouver, and is intended to foster transparency and open communication between elected officials and members of the public through the use of electronic written communications.

2.0 **Applicability**

This policy applies to the City Council of the City of Vancouver.

3.0 **References**

Ch. 42.56 Revised Code of Washington ("RCW") – Public Records Act
Ch. 42.30 RCW – Open Public Meetings Act
Ch. 40.14 RCW - Preservation and Destruction of Public Records
Ch. 42.52 RCW – Ethics in Public Service Act

4.0 **Definitions**

- a. "City owned device" means a computer or other electronic device owned by the City which is used for the transmission of electronic written communications.
- b. "City business" means relating to the conduct of City government, or the performance of any governmental function, or the work of the elected official in their official capacity for the City of Vancouver.
- c. "Comment" is a response to a post, an article, or other social media content submitted by a visitor.
- d. "Elected official" or "user" means the Mayor, Councilmembers, and any staff working on an elected official's behalf to represent him or her, using an electronic written communication resource.

- e. "Electronic mail" or "email" means a type of electronic written communication sent from a sender's Email account (e.g. Microsoft Exchange, Gmail, Yahoo!) across a network (often the Internet) to a recipient's Email account.
- f. "Electronic written communication" or "e-communication" means a communication using electronic media for the transmission of a written message or information. Types of electronic written communication include a message in writing transmitted via electronic mail, social media, and/or text messaging.
- g. "Personal device" means a computer, cell phone, or other electronic device personally owned by the user which is used for the transmission of electronic written communications.
- h. "Post" is an original entry onto a social media site by the user of the site.
- i. "Social media" are collectively a variety of third-party hosted online technologies that facilitate social services and may be used by elected officials to informally communicate with the public. Such third party hosted services/tools may include, but are not limited to: social networking sites (Facebook, Linked-In), micro-blogging tools (Twitter, Instagram, Snapchat), audiovisual networking sites (YouTube, Vimeo), and blogs (Wordpress, Tumblr, etc.)
- j. "Text message" means a type of electronic written communication, commonly sent by a mobile device such as a smartphone or tablet computer, using a short message (SMS or text message), multimedia message (MMS), or instant messaging (IM) service.
- k. "Visitor" is a person who views an elected official's social media site.

5.0 General Policy – Electronic Written Communications

- a. Electronic written communications represent and reflect upon the City's public image and integrity. Therefore, elected official e-communications shall be courteous in their language and deportment and shall not engage in contemptuous or disorderly behavior, or indulge in derogatory remarks or insinuations with respect to any other member of the Vancouver City Council, or any member of the staff, or the public.
- b. Elected officials who use City e-communications resources are expected to do so responsibly and in compliance with all state and federal laws and Council policy.
- c. No Expectation of Privacy
 - i. Resources facilitating electronic written communications are for official City business use only and users should not have any expectation of privacy in any message, file, image, or data created, sent, viewed, retrieved, or received through or using City resources.
 - ii. The City Attorney should be contacted with questions about whether an e-communication may be considered private or otherwise confidential.
- d. Use of Personal Devices for City Business

- i. Elected officials should avoid using their personal devices for any electronic written communications pertaining to City business, and are strongly advised that City owned devices should be used for e-communications pertaining to City business.
- ii. E-communications related to City business will not be treated as private and may be subject to public disclosure or discovery in the event of a lawsuit, regardless of whether the e-communication was sent or received on a City owned or personal device.

6.0 Electronic Mail

- a. The information contained in the City's email system is the property of the City.
- b. City system administrators and other authorized personnel may inspect, monitor, and disclose electronic written communications with or without notice as necessary to comply with State and Federal law and City policy.
- c. Email communications that are intended to be shared among a quorum (majority) of Councilmembers, whether concurrently or serially must be considered in light of the Open Public Meetings Act. Such emails should be restricted to providing information such as materials for later review or notice of a potential new agenda item. Responses to such emails should be limited to ensure that City business is conducted only at its scheduled meetings. Discussion of City business by a majority of the Council must be conducted in an open meeting. If the intended purpose of the email is to have a discussion that should be held at an open meeting, the electronic discussion should not occur. The use of email communication to form a collective decision of the Council is inappropriate and violates the Open Public Meeting Act.
- d. Email should be used cautiously when discussing matters of pending litigation or other "confidential" City business. In general, email is discoverable in litigation. Confidential email communications requesting or receiving legal advice should not be shared with individuals other than the intended recipients, or the attorney-client privilege protecting the document from disclosure may be waived.
- e. It is not recommended to use City email for personal or non-City Business reasons, as this resource is a public asset. Limited use of City equipment and facilities for personal email are limited to instances where:
 - i. The use causes no additional cost to the City;
 - ii. The use causes no disruption or disturbance to the conduct of City business or other City functions; and
 - iii. The use does not violate any local, state, or federal law, or Council policy.

- f. Email on an elected official's personal device pertaining to City business may be considered open to public disclosure, and may not be deleted.
- g. Elected officials responding to emails from outside the City organization, including communications with members of the public, should "cc" the City Manager and forward the message being responded to the City Manager's Office for retention.

7.0 Text Messaging

- a. All City owned devices are required to have mobile device management software approved by the City IT department installed and operational, including remote-wipe, message capture, and retrieval capabilities.
- b. If such mobile device management software is not installed and/or is not operational on the City owned device, or if a personal device is used for text messaging regarding City business, text messages used to conduct City business should be immediately forwarded to the elected official's City email account for retention and promptly deleted from the City owned or personal device.
- c. If the City owned or personal device is unable to directly forward text messages via e-mail, the elected official should create a screenshot of the relevant text message and forward such screenshot to their City email account.
- d. If an elected official uses a City owned device for text messaging, or a personal device for text messaging regarding City business, and the City receives a public records request for these text messages, the elected official shall be responsible for:
 - i. Searching for and reviewing all of his/her text messages to determine if they are public records subject to the applicable retention standards;
 - ii. Sending the requested text messages to the staff member processing the public records request; and
 - iii. Upon request of the City Attorney's Office, complete a notarized affidavit stating the nature and extent of the elected official's search and what, if any, responsive records were located and a description of any records withheld.

8.0 Social Media

- a. The City of Vancouver participates in social media to reach a broader audience, disseminate information, and to provide a limited forum to communicate with residents and other stakeholders.
- b. The City of Vancouver maintains or administers a limited number of elected official social media sites in order to communicate with members of the public regarding subjects directly related to the City of Vancouver.

- c. Elected officials may use elected official social media sites in strict compliance with this policy, city ordinances, administrative rules, and Washington State law regulating elected officials. Elected official social media site(s) shall not be used as mechanisms for conducting official city business other than to informally communicate with the public. Elected official social media site(s) do not constitute an official form of communication for legal notice, specific requests for service, making a public records request, registering a complaint, or filing a claim.
- d. Examples of City business that may not be conducted through elected official social media sites include making policy decisions, official public noticing, and discussing items of legal or fiscal significance that have not previously been released to the public. Elected official social media site(s) should contain links directing users back to the City's official website for in-depth information, forms, documents or online services necessary to conduct official City business.
- e. Social Media Disclaimers
 - i. Users and visitors of elected official social media site(s) who submit comments should be clearly notified that the intended purpose of the site is to serve as a mechanism for informal communication between elected officials and the public regarding the City-related topics discussed.
 - ii. If the public is allowed to post comments to an elected official media site, the Content Restrictions set out in Appendix A must be displayed or made available by hyperlink.
 - iii. Elected officials are not allowed to post links to their personal social media accounts or "crosspost" between personal and elected official social media site(s).
 - iv. Any content removed from elected official social media site(s) must be retained, including the time, date, and identity of the poster when available, to the extent required by law.
- f. All users of social media sites are subject to the social media site's own privacy policy. The City and its elected officials have no control over a third party's privacy policy or their modifications to it.

9.0 Other Modes of Electronic Written Communications

If an electronic written communication is sent or received using another form of e-communication not specifically addressed herein, elected officials shall use such form of communication consistent with the intent of this policy to foster transparency and open communication between elected officials and the public.

10.0 Ethics and Elections Rules of Compliance

Elected officials shall not include in electronic written communications:

- Content that promotes or advertises commercial services, entities, or products;
- Proprietary, confidential or sensitive information;
- Any content that endorses or opposes political candidates or ballot propositions, including links to an elected officials campaign site;
- Obscene, profane, abusive, or threatening language or graphic representations except for a legitimate business purpose.
- Conducting business transactions of any non-City enterprise, either for profit or non-profit, or disseminating related material from these activities;
- Communications in furtherance of any illegal activity; or
- Statements or graphic representations that may be construed as harassing, discriminatory, or offensive by race, national origin, gender, religion, age, disability, sexual orientation, or other legally protected status.

11.0 Retention of Electronic Written Communications

- a. Elected official e-communications that are related to City business, including social media actions such as chatting, tagging, reacting, sharing, posting, and other communications between an individual elected official and constituents or the general public, and a social media site's listing of "friends" or "followers," may be considered a public record subject to disclosure under the Washington State Public Records Act.
- b. State and local records retention laws and schedules apply to e-communications. All social media content that is required to be retained shall be maintained for the legally required retention period based on the subject matter of the content. E-communications accounts owned or maintained by the City of Vancouver, will be retained through the City's archiving system.
- c. Any elected official social media sites used should clearly state that all content submitted by members of the public is potentially subject to public disclosure pursuant to the Public Records Act, RCW 42.56 using the suggested language in Appendix B, or made available by hyperlink.
- d. Elected officials should avoid using their elected official social media site to comment on other social media account because those comments may not be captured for public records purposes.

12.0 Transitory Electronic Written Communications

- a. E-Communications which have little or no documentary or evidential value, thereby having minimal retention value, are considered transitory records. Retain these types of records only until they are no longer needed for City business, then delete.

b. Examples of transitory e-communications include, but are not limited to:

- i.** Unsolicited or misdirected messages that are not requested by the City nor used by the City in the normal course of business, including unrequested advertising & solicitations.
- ii.** Records related to the scheduling of appointments/meetings such as participant availability, rescheduling, declinations, etc. provided the calendar record of the appointment/meeting is retained in accordance with applicable retention schedule.
- iii.** Informational communications that do not document City decisions or actions are not used as the basis of City decision or actions; and are not otherwise covered by a more specific retention schedule.
- iv.** Internal announcements such as Council potlucks, birthdays, cookies in the Council Chambers, and other records of purely informational value.
- v.** Reference materials gathered from outside sources for reference/reading use which are not evidence of City's business transactions.

13.0 Assistance with Fulfilling Public Records Requests

Elected officials shall fully cooperate with the City and provide their fullest assistance in fulfilling the City's duties and obligations under the Public Records Act.

14.0 Legal Holds

- c.** The City must take reasonable steps to preserve records when it learns of pending or imminent litigation, or when litigation is reasonably anticipated. Legal holds seek to prevent spoliation (destruction, alteration, or mutilation) of evidence. A legal hold applies not only to paper-based documents but also to Electronic written communications.
- d.** In the event of a legal hold, the City Attorney's Office will submit a written request to preserve all records, including documents and electronically stored information that may relate to a pending or anticipated legal action involving the City.
- e.** When the litigation has been concluded, or the threat of litigation has been resolved, the City Attorney's Office will notify the affected elected official(s) that the record hold has been removed. Such records must be retained and not deleted or otherwise altered until the legal hold is removed.

15.0 Open Public Meetings

- a. Communication between elected officials via e-communications, as with telephone and email, may potentially constitute a "meeting" under the Open Public Meetings Act, Chapter 42.30 RCW.
- b. For this reason, elected officials are prohibited from participating in e-communications discussions/threads regarding City business that involve a quorum of councilmembers, and are strongly discouraged from "friending" of "following" other elected officials or reacting to other elected official's posts.
- c. Receiving or making posts or comments regarding quasi-judicial matters via e-communications may violate the Appearance of Fairness Doctrine (Ch. 42.36 RCW).
- d. To avoid receiving any comments on pending quasi-judicial matters that may violate the Appearance of Fairness Doctrine, elected officials are strongly encouraged to maintain social media sites with settings that can restrict users' ability to post content.

16.0 Appearance of Fairness

- a. E-communications to or from elected officials relating to pending quasi-judicial matters to be decided by the City Council should be treated as an ex-parte communication, requiring the elected official to:
 - i. Respond to the sender of the e-communication that "On the advice of the City Attorney, s/he may not comment outside a public meeting on a pending quasi-judicial matter before Council and that the sender's communication is being forwarded to the City Manager's Office for inclusion in the public record on the matter."
 - ii. Immediately forward the e-communication to the City Manager's Office for filing in the public record on the matter."
 - iii. Disclose on the record in the public hearing or public meeting that the electronic communication had been received, and included in the in the public record.

17.0 Equal Access

Elected officials are discouraged, in their official capacity, from posting or commenting on social media sites or other e-communication media that require membership or subscription. When posting information or soliciting feedback on such a site, elected officials should always provide an alternate source for the same information or mechanism for feedback on the City's public web site, so that those who are not members of the site may have equal access.

18.0 Enforcement

The Vancouver City Council has the power to impose punishment on its members, short of removal of office, for violation of state law or Council rules. The use of social media by elected officials may be otherwise limited or banned by Council if they are not or cannot be used in compliance with this policy.

19.0 Appendices:

a. Appendix “A” - Content Restrictions for Elected Official Social Media Site(s)

The following content will be removed from this site:

- Comments not related to the specified topics for discussion;
- Posts or comments in support of or opposition to political campaigns or ballot measures;
- Profane or obscene language;
- Posts or comments espousing or conveying racially, ethnically, religiously, gender-oriented,
- Discriminatory comments;
- Solicitations and/or transactions of commerce;
- Sexual content or links to sexual content
- Encouragement, promotion or undertaking of illegal activity;
- Information that may tend to compromise the safety or security of the public or any City equipment, property or system;
- Content that violates a legal ownership interest of any party; and
- Posts or comments that would constitute ex parte communications in violation of the Appearance of Fairness Doctrine.

b. Appendix “B” - Disclaimer for Elected Official Social Media Site(s)

The views expressed represent the views of the author and may not reflect the views of the City of Vancouver or the Vancouver City Council.

Responses to this communication by other Councilmembers may be limited by the provisions of the Open Public Meetings Act under which a policy discussion must be held in an open public meeting if a quorum of the City Council participates.

Posts, comments, chat, or other content posted to this site, may be considered public records subject to public disclosure under the Washington State Public Records Act (RCW 42.56).

COUNCIL COMPACT
Adopted July 15, 2013

To build a culture of trust and enhance the effective administration of City Council affairs, the City Council agrees to be bound by these practices:

- Councilmembers set the tone of every public meeting by exhibiting their professionalism, respect for all people, respect for the responsibilities of their elective office, and by their gracious treatment of each other, City employees and the public.
- Council recognizes that there will be times of strong disagreement among its members; however, Councilmembers understand the importance of working together on each item separately based on its own merits.
- The Council will deal with issues and not personalities.
- Councilmembers will be straightforward; with no hidden agendas.
- Council emphasizes the value of training for itself to improve skills/for the betterment of the community, etc.
- It is important to recognize that the City Council acts as a body - while individual Council members may disagree with policy decisions of the majority, a decision of the majority binds the Council to a course of action and provides staff with direction to follow.
- At all times, Councilmembers in the minority on an issue shall have the privilege of expressing their individual views while also respecting the decision and authority of the majority to establish policy.
- Council places a high priority on the need for confidentiality regarding items such as legal, personnel, negotiations, and other sensitive matters.
- The Council will set high priority majority goals on which the City will focus.
- Council will give clear and focused direction as early as possible in the formulation of policy.
- Councilmembers will confer with the City Manager on issues of concern so that they may be appropriately addressed.
- Councilmembers will show respect for those present at meetings.
- All written information requested by individual Councilmembers will be submitted to all Councilmembers.

Multifamily Tax Exemption

AEGIS Development at the Academy

VANCOUVER
CITY HALL



City Council Workshop
September 10, 2018

Peggy Sheehan, Community Development
Programs Manager

Presentation Overview

- Multifamily Tax Exemption (MFTE) Program overview
- Proposed project – Aegis
- Next steps and timeline

MFTE Program Overview

- Authorized under state legislation
- **Purpose:** Increase residential opportunities, including affordable housing, in designated urban centers
- **Target areas:** Currently available in City Center and Fourth Plain areas

Tax Implications of MFTE Program

New residential improvements

- Not subject to property taxes for duration of approved MFTE period (8, 10 or 12 years)
- Added to tax rolls when exemption expires

New non-residential improvements

- Subject to property taxes

Land

- Subject to property taxes

Other taxes (construction & retail sales and utility, impact fees)

- Not affected by MFTE program

Tax Implications of MFTE Program

- **Property owner:** Pays no property taxes on value of new multifamily improvements for the duration of the exemption
- **Local tax districts with regular levies:** Levy increase and assessed value on new construction is delayed for the duration of the exemption
- **School district M&O levies, school district bonds and library district bond:** Implemented as usual – very small increase in tax rate due to delay in adding new construction assessed value

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

- 24 exemption requests to date (1 included for today's review)
- 21 projects approved, 3 in process
- Current status:
 - 3 out of exemption period
 - 8 renting
 - 3 under construction
- Total of 1,877 units including 492 income restricted

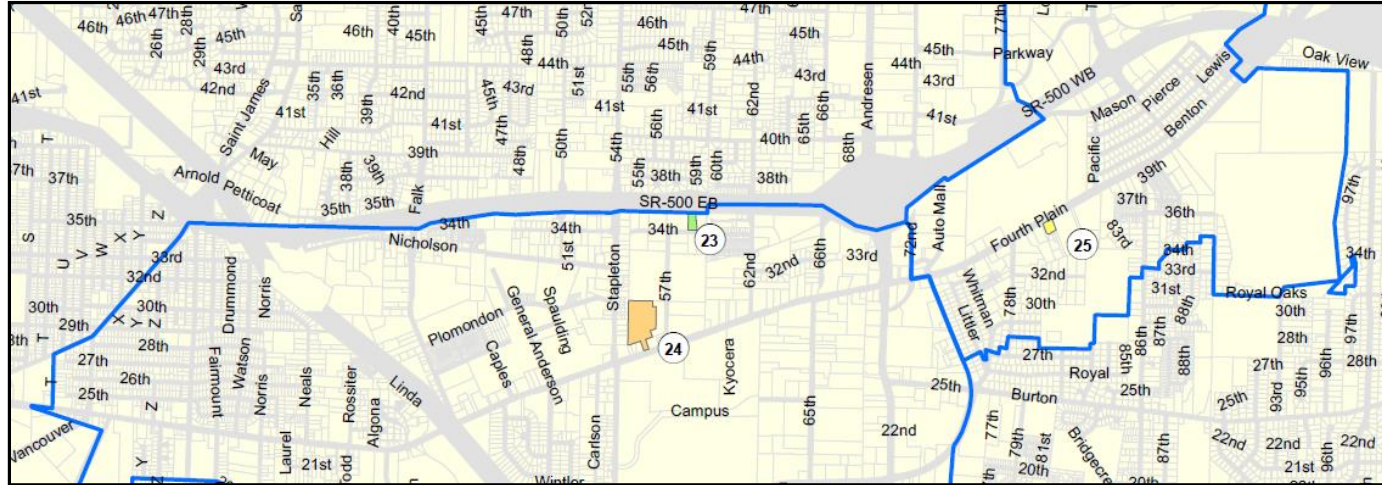
MFTE Projects – VCCV



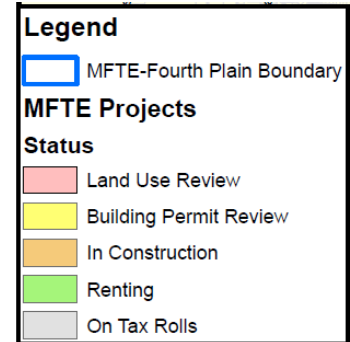
MAP ID	NAME OF PROJECT	STATUS	UNITS	115% AMI UNITS
1	Heritage Place	On Tax Rolls	137	0
2	Uptown Village	On Tax Rolls	22	0
3	Prestige Plaza	Renting	100	20
4	15 West	Renting	120	120
5	13 West	Renting	92	92
6	The Uptown	Renting	167	0
7	Our Hero's Place	In Construction	48	0
8	1510 C Street	Renting	18	0
9	610 Esther	Land Use Review	119	0
10	E Street and 16th	Renting	48	10
11	Hutton Block	Land Use Review	110	0
12	20th and Broadway	In Construction	30	6
13	Jefferson Street	Land Use Review	92	19
14	34th Street	Renting	20	4
15	Waterfront Block 8	Building Permit Review	207	0
16	Waterfront Block 6	In Construction	53	0
17	Waterfront Block 4 - Kirkland	In Construction	41	0
18	VC-4th Tower	Building Permit Review	113	22
19	Vancouvercenter	On Tax Rolls	112	0
20	Broadway and 19th	Renting	36	7
21	VW5	Building Permit Review	20	0
22	AEGIS	Land Use Review	140	0

Legend	
	MFTE-Fourth Plain Boundary
MFTE Projects	
Status	
	Land Use Review
	Building Permit Review
	In Construction
	Renting
	On Tax Rolls

MFTE Projects – Fourth Plain



MAP ID	NAME OF PROJECT	STATUS	UNITS	115% AMI UNITS
23	34th Street	Currently Renting	20	4
24	K West	In Construction	192	192
25	Denali Apartments	Building Permit Review	13	0



Proposed Project – Aegis

Developer: Marathon

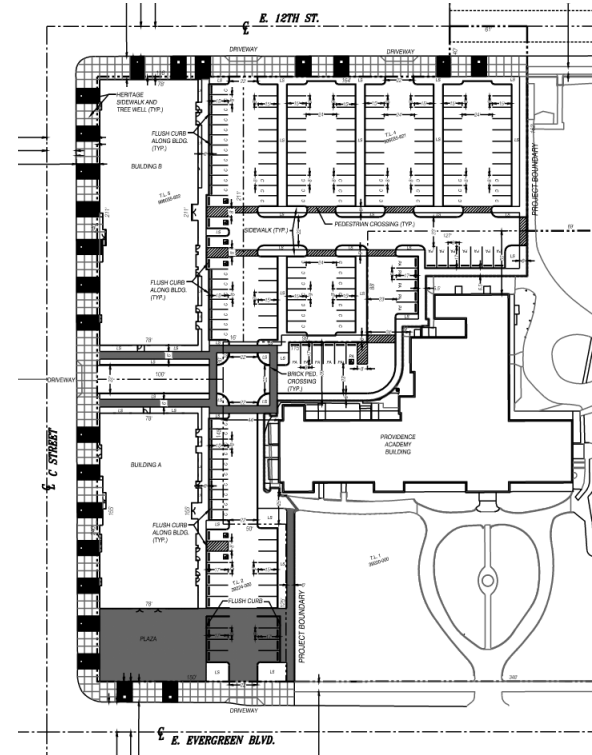
Project location: 312 E Evergreen Blvd. (Academy property)

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



Aegis – Project Overview

- 2-building, 5 & 6-story mixed-use development
- 163,000 sq. ft.
- 140 residential units (studio, 1-BD, 2-BD)
- 7 commercial spaces
- 151 on-site parking spaces
- \$35.9 million development cost



Aegis – Unit Mix and Monthly Rent

Unit Type	Projected Monthly Rent	# Units
Studio	\$1,433	28
1 bed/1 bath	\$1,597	71
2 bed/2 bath	\$2,155	41

Aegis – Tax Summary

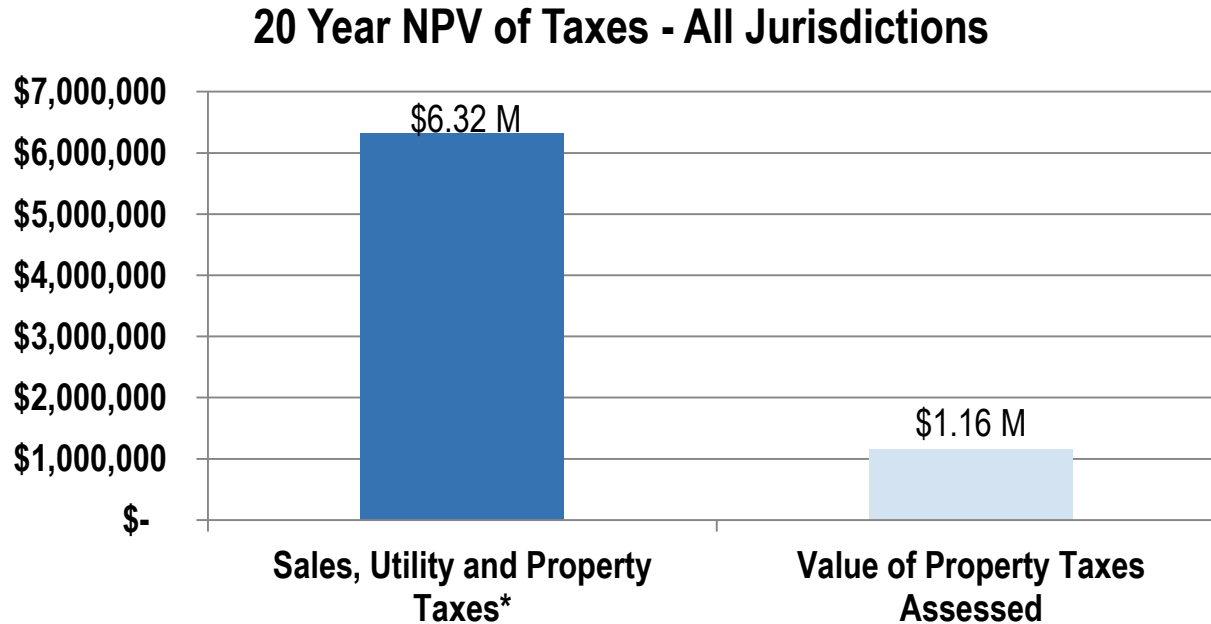
If exemption granted and project developed:

Net Present Value of Tax Revenue (20 years)**	
Total New Tax Revenue	\$ 6,317,000
New City of Vancouver Tax Revenue	\$ 1,394,000
Total Foregone Property Tax Revenue	\$ 1,161,000
City of Vancouver Foregone Property Tax Revenue	\$ 360,000
Developer Property Tax Savings	\$ 1,863,000

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

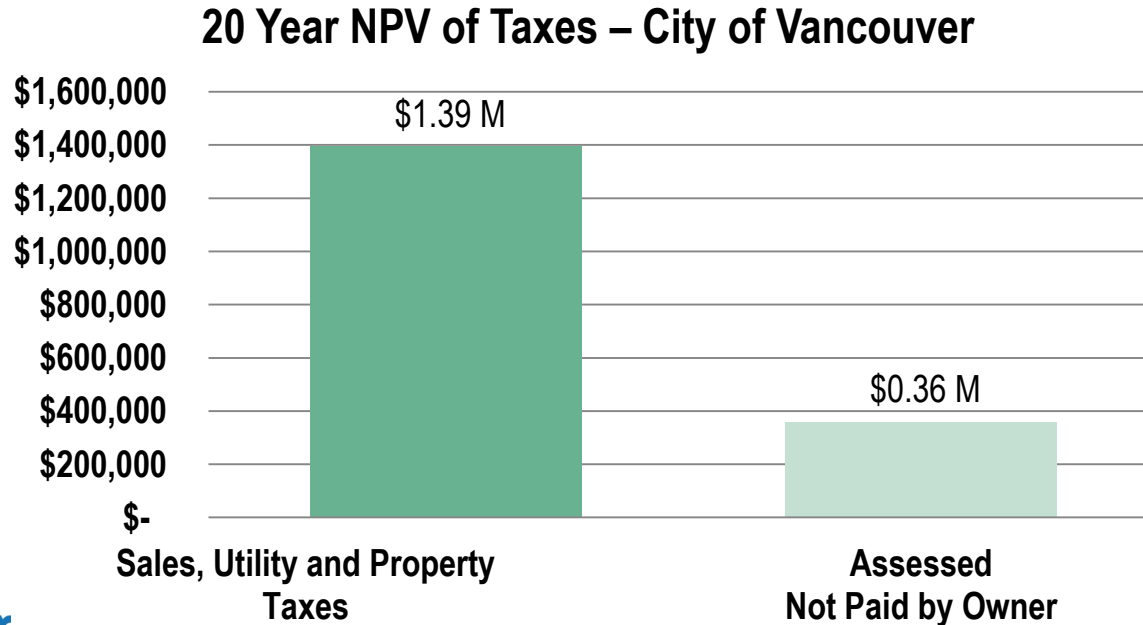
Aegis – Tax Analysis (All Tax Districts)

If exemption granted and project developed:



Aegis – Tax Analysis (City Portion)

If exemption granted and project developed:



Market Rate Projects Require Public Benefit

Academy Project

- 5,026 sq. ft. public plaza
- Demolition of a non-historic restaurant
- Historic information displays and public art
- LEED Certification
- Promotion of bicycle commuting
- Underground utilities



Special Circumstances

- Historic site
- Applicant requesting 5 years to complete construction without having to request an extension, if certain milestones are met
- Ordinance allows for a total of five years (initial 3 and 2 year extension)
- Additional detail and drawings

https://www.dropbox.com/sh/ev2kco5jlh7j72i/AABDijWqWpOLlWK_ebSQL2Gua?dl=0

Next Steps/Timeline

- City Council public hearing on Resolution scheduled for September 17, 2018

Questions

Peggy Sheehan, Community Development Programs Manager

360-487-7952

Keith Jones, Community and Economic Development

360-487-7887



Staff Report 132-18

TO: Mayor and City Council

FROM: Eric Holmes, City Manager

DATE: 9/10/2018

SUBJECT Final Construction Acceptance of the Evergreen/SR 14 Water Main Rehabilitation Project

Key Points

- Using trenchless technologies, the project rehabilitated an existing 12-inch steel water main crossing in State Route 14.
- Using standard open trench methods, the project replaced a 12-inch steel water main in the west bound off ramp of State Route 14 to Evergreen Highway.

Strategic Plan Alignment

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

Present Situation

SCI Infrastructure LLC of Seattle, Washington, restored and replaced nearly 920 linear feet of 12-inch steel water main within State right of way. The 12-inch steel water main had been failing due to corrosion. Using a trenchless technology known as Cured In Place Pipe, the contractor rehabilitated 180 linear feet of corroded 12-inch steel pipe, crossing State Route 14. The contractor also replaced 740 linear feet of corroded 12-inch steel pipe in the Evergreen Highway off ramp of State Route 14 by installing a new 12-inch ductile iron water main using standard open trench methods.

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

TOTAL CONTRACT COSTS

Labor, Equipment & Materials	\$364,655.16
Sales Tax	\$30,631.03

Total	\$395,286.19
Retainage	\$18,232.76

The original bid amount was \$404,846.90 compared to a final amount of \$395,286.19, approximately a 2% decrease. Savings are mainly attributed to a coordinated effort between the City and State to allow the contractor to use standard open trench methods instead of trenchless methods to lay new pipe in the off ramp of State Route 14.

Advantage(s)

1. Rehabilitated and replaced corroded steel water mains to ensure failure does not disrupt traffic or impact a major highway.
2. Improved water system integrity and reliability.
3. Completes the City's contractual and statutory process for accepting the project.
4. Formal project acceptance allows for closure on third-party bond claims and facilitates release of the contractor's retainage.

Disadvantage(s)

None.

Budget Impact

None.

Prior Council Review

1. Staff Report 164-16, award of bid for the Evergreen/SR 14 Water Main Rehabilitation project on November 28, 2016.
2. Approved capital water project #083492 in the 2017-2018 water capital improvement budget.

Action Requested

Accept the Evergreen/SR 14 Water Main Rehabilitation project as constructed by SCI Infrastructure LLC of Seattle, Washington, and authorize release of retainage in the amount of \$18,232.76, subject to receipt of all documentation required by law.

Tyler Clary, Utility Engineering Program Manager, 487-7169; Michelle Henry, Civil Engineer, 487-7155



Staff Report 133-18

TO: Mayor and City Council

FROM: Eric Holmes, City Manager

DATE: 9/10/2018

SUBJECT Award of Bid for 39th St Water Main Replacement; BID #18-18

Key Points

- An asset management risk analysis identified this pipe as a high priority for replacement.
- Replaces old high maintenance water mains to improve water system infrastructure.
- Replacing old water main improves integrity and reliability in an arterial street with high traffic.

Strategic Plan Alignment

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

Present Situation

This project will install approximately 3,000 feet of 8-inch water main to replace pipe that is over a century old in 39th Street from Washington Street to I-5. The existing pipes were identified as needing replacement through an asset management risk analysis. Due to the maintenance history and age of the pipes, these pipes ranked as a high priority for replacement. Replacement will improve the pipeline integrity and reliability in an arterial street with high traffic.

On August 14, the City received four bids for the subject project. The bids ranged between \$737,397.26 and \$872,116.73. The low bidder was responsive. The bids are as follows:

SUMMARY OF BIDS	
BIDDER	AMOUNT
Halme Excavating, Inc., Battle Ground, WA	\$737,397.26
Advanced Excavating Specialists, LLC, Longview, WA	\$779,267.52
Nutter Corporation, Vancouver, WA	\$795,810.22
Clark and Sons Excavating Inc., Battle Ground, WA	\$872,116.73

Recent increases in material costs and the complexity of the project location lead to higher than anticipated bid prices. Halme Excavating, Incorporated of Battle Ground, Washington, is the lowest responsive and responsible bidder, and has successfully completed utility construction projects of this magnitude during the last three years.

Advantage(s)

1. Increases water system integrity and reliability.
2. Eliminates high maintenance water mains and costly repairs.

Disadvantage(s)

None

Budget Impact

None. The funds for this project were budgeted in the 2017-2018 Water Capital Improvement Budget in fund 448 via project number 083694.

Prior Council Review

Approved in the 2017-2018 Water Capital Improvement Budget and in the 2015 Comprehensive Water System Plan.

Action Requested

Award a construction contract for the 39th St Water Main Replacement project to the lowest responsive and responsible bidder, Halme Excavating, Incorporated of Battle Ground, Washington, at their bid price of \$737,397.26, which includes applicable Washington State sales tax.

Michelle Henry, Civil Engineer, 487-7155

ATTACHMENTS:

- ▣ Contract

CITY OF VANCOUVER

CONTRACT # _____

BID #18-18: 39TH ST WATER MAIN REPLACEMENT

THIS CONTRACT is entered into by and between Halme Excavating, Inc. 22514 NE 72nd Ave, Battle Ground, WA 98604 hereinafter referred to as the Contractor, and the City of Vancouver, a municipal corporation of the State of Washington, hereinafter referred to as the Owner.

1. **Contractor's Obligation:** The Contractor, for and in consideration of the sum to be paid to it by the Owner in the manner and at the times provided, hereinafter and in the Specifications, and in consideration of the covenants and agreements herein contained, which documents are incorporated into and made a part of this contract, hereby agrees to furnish all materials, labor, tools, machinery and implements of every description necessary for construction and installation of the following improvements:

The Contractor shall furnish and install approximately 3,000 linear feet of 8-inch, 40 linear feet of 6-inch, and 50 linear feet of 4-inch ductile iron water main. Also, furnish and install fire hydrant assemblies, fittings, valves, and provide street restoration all other work necessary to complete the project all in accordance with the attached Contract Plans, these Contract Provisions and the Standard Specifications. This project will require nighttime work in certain areas.

The work under the contract shall be fully completed within 45 working days of the Notice to Proceed date.

The Contractor agrees to perform the work and furnish the materials in a most substantial and workmanlike manner and within the time limits stated in this Contract. The Contractor agrees that it will make all necessary arrangements for the obtaining of permits from the United States, State of Washington, and/or any of its agencies as may be necessary to do the work required and covered by this Contract.

2. **E-Verify Program:** Contractor shall register and enter into a Memorandum of Understanding (MOU) with the Department of Homeland Security E-Verify program within sixty (60) days after execution of this Agreement. Contractor shall ensure all Contractor employees and any 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.
3. **Subcontractor Responsibility:** The Contractor shall include the language of this section in each of its first tier subcontracts, and shall require each of its subcontractors to include the same language of this section in each of their subcontracts, adjusting only as

necessary the terms used for the contracting parties. The requirements of this section apply to all subcontractors regardless of tier.

At the time of subcontract execution, the Contractor shall verify that each of its first tier subcontractors meets the following bidder responsibility criteria:

1. Have a current certificate of registration in compliance with chapter 18.27 RCW, which must have been in effect at the time of subcontract bid submittal;
2. Have a current Washington Unified Business Identifier (UBI) number;
3. If applicable, have:
 - a. Have Industrial Insurance (workers' compensation) coverage for the subcontractor's employees working in Washington, as required in Title 51 RCW;
 - b. A Washington Employment Security Department reference number, as required in Title 50 RCW;
 - c. A Washington Department of Revenue state excise tax registration number, as required in Title 82 RCW;
 - d. An electrical contractor license, if required by Chapter 19.28 RCW;
 - e. An elevator contractor license, if required by Chapter 70.87 RCW.
4. Not be disqualified from bidding on any public works contract under RCW 39.06.010 or 39.12.065 (3).

4. **City of Vancouver Business & Occupational License:** Contractors will be required to get 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 800-451-7985, or [go to www.bls.dor.wa.gov/cities/vancouver.aspx](http://www.bls.dor.wa.gov/cities/vancouver.aspx) or www.cityofvancouver.us/businesslicense, to determine whether a business license is required pursuant to VMC Ch. 5.04.

5. **Owner's Obligation:** In consideration of the promises and agreements of the Contractor as set forth herein, and in consideration of the faithful performance and furnishing of the work and materials required by this Contract to the satisfaction of the Vancouver City Council, the Owner agrees to pay to the Contractor in the manner and at the times provided hereinafter and in the Contract Documents, and in accordance with the ordinances of the City of Vancouver and the laws of the State of Washington, the following sum as indicated, which amount does includes 8.4% Washington State Sales Tax (if applicable):

Seven Hundred Thirty Seven Thousand Three Hundred Ninety Two Dollars 26/100

\$737,392.26

The amount finally to be paid is, however, variable upon the work actually performed and final payment will be made upon the basis of the amount of work performed and the

materials furnished, and at the lump sum or unit prices fixed in the Contractor's Proposal and as modified by any and all approved Change Orders.

5. **Contractor's Insurance:** The Contractor agrees to procure insurance coverage as required by Section 1-07.18 of the Special Provisions.
6. **Contractor's Bond:** The Contractor agrees that before it undertakes performance of this Contract, it will file with the City of Vancouver a Contract Performance Bond and Payment Bond, in the forms prescribed by the City of Vancouver, in the full amount of the Contract price executed by itself as principal and by a surety company authorized to do business in the State of Washington as surety. The bonds shall comply with the laws of the State of Washington, and especially with the provisions of Chapter 39.08 RCW.
7. **Employment of Labor:** The Contractor agrees that all persons employed by Contractor and by any of its subcontractors and any of their lower tier contractors in work performed pursuant to this Contract shall not be employed in excess of eight (8) hours in any one day, except as provided or allowed by law.
8. **Payment of Labor:** The Contractor agrees that all laborers, workers, or mechanics employed by it or by any subcontractor in the performance of this Contract will be paid not less than the prevailing rate of wage for an hours work, in accordance with the provisions of the Chapter 39.12 RCW, and all rules and regulations promulgated pursuant thereto. The State of Washington prevailing wage rates applicable for this public works project, which is located in Clark County, may be found at the following website address of the Department of Labor and Industries: <https://fortress.wa.gov/lni/wagelookup/prvWagelookup.aspx>. Based on the Bid submittal deadline for this project, the applicable effective date for prevailing wages for this project is **August 14, 2018**.

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

9. **Payment to the Contractor:** Payment to the Contractor of the Contract price by the Owner shall be made in checks drawn on the fund provided therefore. Payment shall be in the manner provided below unless another manner has been specified in the Special Provisions.

Progress payments to the Contractor shall be made within 30 days of receipt of the signed progress payment request, as approved by the Owner, for work completed during the previous month. There will be reserved and retained from monies earned by the Contractor on estimates during the progress of the improvements of work, a sum equal to

5 percent of all such estimates. Said retained amount shall be held in trust in accordance with the Specifications and Chapter 60.28 RCW.

Payment of the retained percentage shall be withheld, by the owner, for a period of 45 days following the completion of all Contract work, as defined by WSDOT Section 1-01.3, and shall be paid the Contractor at the expiration of 60 days per Chapter 39.12 RCW and Chapter 60.28 RCW, in the event no claims, as provided by law, have been filed against such funds; and provided further, that releases or certificates have been obtained from the State Department of Labor and Industries, from the State Department of Revenue, and the Employment Security Department and all other departments and agencies having jurisdiction over the activities of the Contractor. In the event such claims are filed, the Contractor shall be paid such retained percentages less an amount sufficient to pay any such claims, together with a sum sufficient to defray the cost of foreclosure action and to cover attorney fees as determined by the Owner.

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

No payment shall be made to the Contractor, however, until the Contractor and all subcontractors who have performed work shall have filed, with Procurement Services, the Labor and Industries executed Statement of Intent to Pay Prevailing Wage as required by RCW 39.12.040. Said Contractor and all subcontractors shall also keep accurate payroll records for three years from the date of acceptance as described in WAC 296-127-320 *Payroll*. A Contractor and all subcontractors shall, within ten days after it receives a written request, as defined by RCW 39.12.010(4) file a certified copy of the payroll records with the Owner. A Contractor's noncompliance with this section shall constitute a violation of RCW 39.12.050.

- 10. Indemnity:** 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, or whatsoever kind or nature, arising out of, or in connection with, or incident to, the performance of services by Contractor pursuant to this Agreement.

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

This indemnity and hold harmless shall include any claim made against the City by an employee of Contractor or subcontractor or agent of the Contractor, even if Contractor is thus otherwise immune from liability pursuant to the workers' compensation statute, Title 51 RCW. To the extent that such liability arises from the concurrent negligence of both

the City and the Contractor, such cost, fees and expenses shall be shared between the City and the Contractor in proportion to their relative degrees of negligence. This indemnity and hold harmless shall NOT apply in the case where liability arises from the sole negligence of the City. Contractor specifically acknowledges that the provisions contained herein have been mutually negotiated by the parties and it is the intent of the parties that Contractor provide the broadest scope of indemnity permitted by RCW 4.24.115.

11. **Ownership of Records and Documents – Public Disclosure:** All materials, writings and products produced by the Contractor in the course of performing this Contract shall immediately become the property of the City. In consideration of the compensation provided for by this Contract, the Contractor hereby further assigns all copyright interests in such materials, writings and products to the City. A copy may be retained by the Contractor. In the event the City receives a public record request for such materials, writings of products the City may, in its discretion, notify the Contractor of such request and withholds disclosure of such information for not less than five (5) business days to permit the Contractor to seek judicial protection of such information, provided that the Contractor shall be responsible for attorney fees and costs in such action and shall save and hold harmless the City from any costs, attorney fees, or penalty assessment under Chapter 42.56 RCW.
12. **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.
13. **Jurisdiction/Venue:** In the event that any litigation should arise concerning the construction or interpretation of any of the terms of this Agreement, the venue of such action of litigation shall be in the Superior Court of the State of Washington in and for the County of Clark. This Agreement shall be governed by the law of the State of Washington.
14. **Assignment:** This Contract is binding on each party, its successors, assigns, and legal representatives and may not, under any circumstances, be assigned or transferred by either party without express written authorization.
15. **Termination for Convenience:** The City, at its sole discretion, may terminate this Contract for convenience at any time for any reason deemed appropriate. Termination is effective immediately upon notice of termination given by the City.
16. **Bid Documents & Contract:** The complete Contract includes these parts: this Contract, the terms of this Invitation to Bid and any addenda thereto, the Contractor's complete Proposal Form, the Special Provisions and Plans are all incorporated herein and made a part of this Contract by this reference. These parts complement each other in describing a complete Work. Any requirement in one part binds as if stated in all parts.

17. **Order of Precedence:** Any inconsistency in the parts of the contract shall be resolved by following this order of precedence (e.g., 1 presiding over 2, 2 over 3, 3 over 4, and so forth):

1. This Agreement and any Addenda thereto,
2. The Invitation to Bid and any Addenda thereto,
3. Proposal Form,
4. Special Provisions,
5. Project Plans,
6. Amendments to the Standard Specifications.

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

Owner:

Procurement Services Manager
City of Vancouver
415 W 6th St.
P O Box 1995
Vancouver WA 98668-1995

Contractor:

Halme Excavating
22514 NE 72nd Ave
Battle Ground, WA 98604

Original signed at Vancouver, Washington, on the dates listed below.

CITY OF VANCOUVER

A municipal corporation

CONTRACTOR:

Halme Excavating
22514 NE 72nd Ave
Battle Ground, WA 98604

Eric Holmes, City Manager

Signature:

DATE

By: Printed Name / Title

Attest:

Natasha Ramras, City Clerk

Approved as to form:

E. Bronson Potter, City Attorney

LABOR AND MATERIALS PAYMENT BOND

(NOTE: CONTRACTOR MUST USE THIS FORM, NOT A SURETY COMPANY FORM. MUST BE ACCOMPANIED BY A POWER OF ATTORNEY FOR THE SURETY'S OFFICER AUTHORIZED TO SIGN)

KNOW ALL MEN BY THESE PRESENTS:

We the Undersigned _____ as
PRINCIPAL (Contractor) and _____
_____ a corporation organized and existing under and by virtue of the laws of the state of _____,
_____ and duly authorized to do surety business in the state of
Washington and named on the current list of approved surety companies acceptable on federal
bonds and conforming with the underwriting limitations as published in the Authorized Insurance
List in the State of Washington published by the Office of the Insurance Commissioner and
which carries an "A" rating and is of the appropriate class for the bond amount as determined by
Best's Rating System, as SURETY, hereby hold and firmly bind ourselves, our heirs, executors,
administrators, successors and assigns, jointly and severally, unto CITY OF VANCOUVER, as
OBLIGEE, in the sum of _____
Dollars (\$_____) in lawful money of the United States of America, for the payment of that
sum for the use and benefit of claimants as defined below.

The condition of this obligation is such that whereas the PRINCIPAL entered into a
contract with CITY OF VANCOUVER dated _____, 20____, which
contract is hereunto annexed and made a part hereof, for accomplishment of the all contract
terms for the project described as follows:

BID #18-18: 39TH ST WATER MAIN REPLACEMENT

NOW THEREFORE, if the PRINCIPAL shall promptly make payments to all persons,
firms, subcontractors, corporations and/or others furnishing materials for or performing labor in
the prosecution of the Work provided for in the aforesaid contract, and any authorized extension
or modification thereof, including all amounts due for materials, equipment, mechanical repairs,
transportation, tools and services consumed or used in connection with the performance of such
Work, and for all labor performed in connection with such Work whether by subcontractor or
otherwise, and all other requirements imposed by law, then this obligation shall become null and
void; otherwise this obligation shall remain in full force and effect, subject, however, to the
following condition:

The above-named PRINCIPAL and SURETY hereby jointly and severally agree that
every claimant, who has not been paid in full, may sue on this bond for the use of such claimant,
prosecute the suit to final judgment in for such sum or sums as may be justly due claimant, and
have execution thereon. The OBLIGEE shall not be liable for the payment of any judgment,
costs, expenses or attorneys' fees of any such suit.

PROVIDED, FURTHER, that SURETY for the value received, hereby stipulates and agrees that all changes, extensions of time, alterations to the terms of the contract or to Work to be performed thereunder or the Specifications accompanying the same shall be within the scope of the SURETY's undertaking on this bond, and SURETY does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the contract or to the Work or to the Specifications. Any such change, extension of time, alteration or addition to the terms of the contract or to the Work or to the Specifications shall automatically increase the obligation of the SURETY hereunder in a like amount, provided that the total of such increases shall not exceed twenty-five percent (25%) of the original amount of the obligation without the consent of the SURETY.

This obligation shall continue to bind the PRINCIPAL and SURETY, notwithstanding successive payments made hereunder, until the full amount of the obligation is exhausted, or if the full amount of the obligation is not exhausted and no claim is pending resolution, until such time as no further claims can be made pursuant to law with regard to the above-described project.

SURETY shall indemnify, defend, and protect the CITY OF VANCOUVER against any claim of direct or indirect loss resulting from the failure of the CONTRACTOR (or any of the employees, subcontractors, or lower tier subcontractors of the CONTRACTOR) to pay all laborers, mechanics, subcontractors, lower tier subcontractors, materialpersons, or any other person who provides supplies or provisions for carrying out the work.

If more than one SURETY is on this bond, each SURETY hereby agrees that it is jointly and severally liable for all obligations of this bond.

IN WITNESS WHEREOF, we have hereunto set our hands and seals this _____ day of _____, 20____.

SURETY

CONTRACTOR

By:_____

By*:_____

Title:_____

Title:_____

Street Address

Street Address

City, State ZIP

City, State ZIP

Phone Number

Phone Number

* Must be signed by president or vice-president of Contractor.

PERFORMANCE BOND

(NOTE: CONTRACTOR MUST USE THIS FORM, NOT A SURETY COMPANY FORM. MUST BE ACCOMPAINED BY A POWER OF ATTORNEY FOR THE SURETY'S OFFICER AUTHORIZED TO SIGN)

KNOW BY ALL MEN BY THESE PRESENTS:

We the undersigned _____ as
PRINCIPAL (hereinafter called CONTRACTOR), and _____
_____ a corporation organized and existing under and by virtue of the laws of the state of _____
_____ duly authorized to do surety business in the state of Washington
and named on the current list of approved surety companies acceptable on federal bonds and
conforming with the underwriting limitations as published in the Authorized Insurance List in the
State of Washington published by the Office of the Insurance Commissioner and which carries an
"A" rating and is of the appropriate class for the bond amount as determined by Best's Rating
System, as SURETY, hereby hold and firmly bind ourselves, our heirs, executors, administrators,
successors and assigns, jointly and severally, to pay to CITY OF VANCOUVER as OBLIGEE
(hereinafter called CITY OF VANCOUVER), the amount of _____
_____ Dollars (\$ _____) in lawful money of the United
States of America.

WHEREAS, the CONTRACTOR entered into a contract with CITY OF VANCOUVER
dated _____, 20____, which Contract is hereunto annexed and made a part
hereof, for accomplishment of the all contract terms for the project described as follows:

BID #18-18: 39TH ST WATER MAIN REPLACEMENT

NOW, THEREFORE, the condition of this obligation is such that if the CONTRACTOR
shall promptly, truly and faithfully perform all the undertakings, covenants, terms, conditions,
and agreements of the aforesaid contract and having performed its obligations thereunder, then
this obligation shall be null and void; otherwise it shall remain in full force and effect.

Whenever CONTRACTOR shall be declared by CITY OF VANCOUVER to be in
default under the Contract Documents for the project described herein, the SURETY shall
promptly remedy the default by completing the project in accordance with the Contract
Documents and the project Specifications with a contractor approved by the CITY OF
VANCOUVER. SURETY, for value received, further stipulates and agrees that all changes,
extensions of time, alterations, or additions to the terms of the Contract or Specifications for the
above described contract are within the scope of the SURETY's undertaking on this bond, and
SURETY hereby waives notice of any such change, extension of time, alteration or addition to
the terms of the contract or to the Work or to the Specifications. Any such change, extension of
time, alteration or addition to the terms of the contract or to the Work or to the Specifications
shall automatically increase the obligation of the Surety hereunder in a like amount, provided that
such increase shall not exceed twenty-five percent (25%) of the original amount of the obligation
without the consent of the Surety.

This obligation shall continue to bind the PRINCIPAL and SURETY, notwithstanding successive payments made hereunder, until the full amount of the obligation is exhausted.

SURETY shall indemnify, defend, and protect the CITY OF VANCOUVER against any claim of direct or indirect loss resulting from the failure of the CONTRACTOR (or any of the employees, subcontractors, or lower tier subcontractors of the CONTRACTOR) to faithfully perform the terms of the contract.

No right of action shall accrue on this bond to or for the use of any person or corporation other than CITY OF VANCOUVER or its heirs, executors, administrators, successors or assigns.

If more than one SURETY is on this bond, each SURETY hereby agrees that it is jointly and severally liable for obligations on this bond.

IN WITNESS WHEREOF, we have hereunto set our hands and seals this _____ day of _____, 20____.

SURETY

By:_____

Title:_____

Street Address

City State ZIP

Phone Number

CONTRACTOR

By*:_____

Title:_____

Street Address

City State ZIP

Phone Number

* Must be signed by president or vice-president of Contractor.



Staff Report 134-18

TO: Mayor and City Council

FROM: Eric Holmes, City Manager

DATE: 9/10/2018

SUBJECT Water Station 1 Phase 1B Booster Station, Control System and Site Electrical Upgrades project Consultant Contract Increase

Key Points

- Water Station 1 and the Supervisory Control and Data Acquisition (SCADA) system are essential to the City's water system in providing safe clean drinking water.
- This project is Phase 1 of three projects per an approved facility master plan which will:
 - Replace aging electrical supply and control systems as well as adding back-up power generation capabilities to ensure reliability, increase efficiency, resiliency, and meet current standards.
 - Increase capacity and delivery capabilities with the construction of a new booster pump station and upsizing transmission pipes necessary to meet current and future water needs.
 - Increase security of the site and improve protection for this vital water resource.
- Various issues have arisen over the four and a half year design and construction process that have led to a need to add to the original work plan of the consultant, and increase the consultant contract amount.
- Ensuring continued water supply to our customers during construction has been more difficult than originally anticipated and has required more consultant oversight.
- Pinpointing the exact dollar amounts necessary during consultant scope generation 5 years ago was difficult given age and the complexity of the Water Station 1 site and the uniqueness of the control system.
- Approval of this request would add \$236,000 (4%) to the existing design contract.

Strategic Plan Alignment

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

Action 1.2.1: Build a new, state-of-the-art water facility at Water Station 1

Present Situation

On December 15, 2014, City Council approved a consultant contract with CH2M Hill in the amount of \$5,964,869 to provide design and construction support for the City's Water Station 1 Phase 1B Booster Station, Control System and Site Electrical Upgrade project. CH2M Hill has since merged with Jacobs Engineering and will be referred to as "Jacobs". This complex engineering project has been divided into numerous construction contracts with the primary Water Station 1 construction contract taking over a year to design and bid. The primary construction contract was awarded by Council on August 15, 2016, with construction currently 90% complete.

Several issues have arisen during the construction phase of this project that led to a changed work plan and resulting increased time commitment by Jacobs. The majority of the increased commitments are related to the SCADA system improvements, but some are directly related to the Water Station 1 construction. Delays in construction commencement have caused components of construction to be done during peak summer water use. This has led to a significant increase in the amount of time required by Jacobs to coordinate work and ensure construction can continue while maintaining water supply. Although a phasing schedule was included in the contract specifications, the contractor phased the construction differently than the City had planned prior to the contract being awarded. This has led to a significant increase in the amount of time required by Jacobs to coordinate this work and ensure construction can continue while maintaining a continuous water supply. It is difficult to dictate or anticipate exactly how a contractor will approach construction of a project prior to bids being received and it is therefore difficult to anticipate construction related consultant costs two years prior to the start of construction on a project this complex. It was not anticipated by either the City or Jacobs that Jacobs would need to spend this much time on the construction phase of the project. Jacobs has supported the City during construction of the Water Station 1 project at a level necessary to ensure a final product that is acceptable to the City and staff therefore believes the cost overruns related to this portion of the Jacobs contract are justified.

The complexity of the City's SCADA system is difficult to explain. This component of the original consultant contract with Jacobs amounted to approximately \$3,200,000. This project included the replacement of aged control systems at numerous sites throughout the City with updated control systems. The complexity, quantity and uniqueness of the old equipment made it difficult to fully understand what it would take to complete the upgrade. In addition, failures of existing equipment and other unanticipated problems during the SCADA system improvements prolonged work at sites that could not have been anticipated during consultant scope generation.

The Jacobs team has been instrumental in ensuring that this project takes place with no impact to our water customers. Jacobs has been diligent trying to reduce costs, but the needs of the project have continued to increase the amount of time needed to support the City.

Advantage(s)

1. Provides for specialty technical services to ensure the project is completed according to the plans.
2. Increasing the contract amount will allow continued work by the City's consultant on this project.

Disadvantage(s)

The consultant contract will be increased and project costs will be higher, however, these added costs are within the contingency limits in the project budget and will not require an increased appropriation.

Budget Impact

Approved in the 2017 - 2018 Water Capital Improvement Budget. No change will be made to the current project budget. Funding for the requested increase falls within the contingency amount planned for in the original project budget in Water Construction fund 448 via project number 083402.

Prior Council Review

- Memos to Council dated July 23, 2013 and December 4, 2014.
- Consultant contract approval by Council for preliminary design August 5, 2013.
- Project update workshop with Council December 8, 2014.
- Consultant contract approval for final design approved December 15, 2014.
- Water Station 1 Construction contract award August 15, 2016.

Action Requested

Authorize the City Manager or his designee to execute a contract revision between the City of Vancouver and Jacobs increasing the contract amount from \$5,964,869 to \$6,200,898, a contract increase of \$236,029 or approximately 4%.

Tyler Clary, Water Engineering Program Manager, 487-7169

ATTACHMENTS:

- ▢ Amendment #1
- ▢ Contract #81496

PROFESSIONAL SERVICES AGREEMENT # 81496

**WATER STATION 1 PHASE 1B BOOSTER STATION, CONTROL SYSTEM, AND
SITE ELECTRICAL UPGRADES PROJECT**

AMENDMENT NO. 1

This Amendment is made by and between the City of Vancouver, Washington, a municipal corporation (hereinafter referred to as "the City") and CH2M Hill, 2020 SW 4th Ave, Ste 300, Portland, OR 97201-4958, (hereinafter referred to as the "Contractor").

This amendment modifies the following portions of the Agreement:

1. Extend Contract Amount to 6,200,698.00
2. All other terms and conditions shall remain unchanged and in full force and effect.

DATED this _____ day of _____, 2018

CITY OF VANCOUVER,
A municipal corporation

CONTRACTOR:
CH2M Hill Engineers, Inc.

Eric Holmes, City Manager

Signature:

Attest:

By: Printed Name / Title

Natasha Ramras, City Clerk

Approved as to form:

E. Bronson Potter, City Attorney

CITY OF VANCOUVER

PROFESSIONAL SERVICES AGREEMENT No. 81496

**WATER STATION 1 PHASE 1B BOOSTER STATION, CONTROL SYSTEM AND
SITE ELECTRICAL UPGRADES PROJECT**

This Agreement made and entered into this 22nd day of JANUARY 2015, by and between the CITY of Vancouver, a municipal corporation, under the laws of the State of Washington, hereinafter referred to as "CITY" and CH2M Hill Engineers, Inc., hereinafter referred to as "CONTRACTOR", whose address is 2020 SW 4th Avenue, Suite 300, Portland OR 97201

WHEREAS, the CITY desires to engage the CONTRACTOR to provide development of final design plans, construction documents, specifications and system-wide control system programming to make needed improvements identified in the preliminary design report and other related services on an as needed basis. CONTRACTOR has agreed to offer its professional services to perform said work per CITY issued Request for Qualifications (RFQ) No. 10-13, CONTRACTOR's proposal to said RFQ, and CITY Council's approval on January 5, 2015 of Staff Report No. 003-15; 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 development of final design plans, construction documents, specifications and system-wide control system programming to make needed improvements identified in the preliminary design report and other related services on an as needed basis per attached Exhibit "A," Scope of Work, and per RFQ No. 10-13 and CONTRACTOR's response to said RFQ on file in CITY of Vancouver Procurement Services all by reference hereto made a part of this Agreement, and incorporated herein. Services are to be provided on a task order basis or on a task by task basis. All work must be authorized and approved by the CITY's Project Manager 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.

2. CITY'S Responsibilities.

a. The CITY will provide review comments to memorandums and design deliverable plans and specifications as set forth in Section 3(d) Quality Assurance.

b. The CITY will schedule a total of two (2) neighborhood/business meetings during the design process.

- c. The CITY will perform all Construction Management and Full-time inspections.
- d. The CITY will pay for building permit applications and other agency permitting fees.
- e. To facilitate rapid distribution of information, draft deliverables will be furnished electronically whenever possible. Unless otherwise indicated, final deliverables will be provided as electronic files (Adobe PDF, Microsoft Word®, Microsoft Excel®, Microsoft Access®, and or AutoCAD® as appropriate). Reproduction of any additional required copies shall be performed by the CITY.
- f. Where the CITY reviews CONTRACTOR's work product, comments shall be provided as a single electronic file or hard copy mark-up document. Prior to furnishing to CONTRACTOR, the CITY shall screen and adjudicate all review comments to remove redundant or conflicting comments, or comments that are contrary to the direction of the Project Representative.
- g. The CITY will assist CONTRACTOR with scheduling and organization of meetings and workshops.
- h. For work products not shown on the detailed project schedule (significant design deliverables), the CITY's review comments will be provided to CONTRACTOR within seven (7) working days of receipt of the work product.
- i. The CITY will provide access to City facilities including provision of required safety equipment should such access be required.
- j. Construction and electrical installation services required for this project will be provided by the CITY through separate contracts.

k. Internet connections or DSL will be ordered by CITY personnel and will configure necessary static IP addresses needed in support of the facilities needing internet service.

l. Prior to commissioning the CITY will verify instrumentation accuracy and calibration. CONTRACTOR will not provide calibration of equipment under this scope of work.

3. CONTRACTOR'S Responsibilities.

CONTRACTOR agrees to complete the tasks described in Exhibit "A", according to the Schedule in Exhibit "A."

a. Standard of Care. The standard of care applicable to CONTRACTOR's services will be the care and degree of skill and diligence normally employed by professional engineers or consultants performing the same or similar services at the time said services are performed.

b. Technical Accuracy. CONTRACTOR shall be responsible for the technical accuracy of its services and documents resulting therefrom, including Record Drawings, and CITY shall not be responsible for discovering deficiencies therein. CONTRACTOR shall correct such deficiencies without additional compensation, except to the extent such action is solely attributable to deficiencies in CITY- furnished information.

c. Compliance with Laws and Regulations. CONTRACTOR and CITY shall comply with applicable laws or regulations and CITY mandated standards. Any changes to these requirements during the term of this Agreement shall not be the basis for any modifications to CONTRACTOR's scope of services, times of performance or compensation.

d. Quality Assurance. The CITY will conduct a full review of products produced under this Agreement when first submitted for review and comments. The review may be

done by several people, but will be consolidated into a single set of comments. These comments will be provided to CONTRACTOR within a reasonable time, unless otherwise specified in writing. CONTRACTOR shall consider each comment and respond to the CITY within fifteen (15) days regarding the disposition of the issue. The method of disposition can be any of the following actions: (i) submittal corrected per the comment, (ii) comment was not accepted for the following reason;; or (iii) comment was resolved in combination with other issues as described. The revised product shall include a response to each comment on the comment form provided by the CITY.

The CITY shall have the option to conduct another full review or to spot check the document to see that the documents reflect the changes indicated on the review report. If any comment was ignored, neglected, or the CITY disagrees with CONTRACTOR regarding their refusal to accept a comment, the CITY may stop any further review and return the document to CONTRACTOR marked as incomplete. CONTRACTOR shall correct the documents to CITY's satisfaction and then declare the documents complete. If all comments are not resolved to the CITY's satisfaction in its sole discretion, the CITY shall declare the documents incomplete and CONTRACTOR agrees to pay any change orders, cost of additional staff time, and all related administrative costs arising out of any inconsistencies, omissions, or errors in the incomplete reports, plans or specifications, including resulting delay and disruption costs. The first full review of any document or submittal will be done by the CITY at the CITY's cost. Any subsequent review beyond a spot check will be completed at CONTRACTOR's

cost and will be back-charged on an hourly basis at the average billing rate of CONTRACTOR's work under this Agreement.

e. Compensation adjustments. Compensation is limited for each specific task and/or sub-task, unless amended per Section 26 Amendments, 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.

i. Work requiring fewer hours than estimated. If the work requires fewer hours than those estimated, CONTRACTOR will be paid for the actual worked hours necessary to complete that task and/or sub-task.

ii. Work requiring greater hours than estimated. If 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.

iii. Work changes. In the normal course of administering the work under this Agreement, the CITY may give directives to CONTRACTOR, either written or verbal, which may constitute a change to the Services or Schedule. If an instruction, directive or decision is given that CONTRACTOR believes is a change in scope or schedule, CONTRACTOR shall notify the CITY within seven (7) calendar days of receiving such

directive or instruction. The notice shall state the general nature of the change, but need not include a detailed cost or impact estimate. Failure to give timely written notice relieves the CITY from any obligation to adjust the contract amount, scope or schedule as an amendment to the Agreement for Services. To the extent the CITY agrees that a change in the Services required or the Schedule has occurred, the parties shall agree to an amendment to this Agreement pursuant to the process set forth in Section 26 Amendments, hereof.

f. Estimates of Cost. The estimates of cost for the PROJECT provided herein are to be prepared by CONTRACTOR through exercise of experience and judgment in applying currently available cost data. It is recognized that CONTRACTOR has no control over cost or price of labor and materials; unknown or latent conditions of existing equipment or structures that may affect operation or maintenance costs; competitive bidding procedures and market conditions; time or quality of performance by operating personnel or third parties; and other economic and operational factors that may materially affect the ultimate PROJECT cost or schedule. Therefore, CONTRACTOR makes no warranty that CITY's actual PROJECT costs, financial aspects, economic feasibility, or schedules will not vary from CONTRACTOR's opinions, analyses, projections, or estimates. However, CONTRACTOR will keep the CITY apprised of changes throughout the PROJECT that significantly impact the estimated construction costs provided.

If CITY wishes greater assurance as to any element of PROJECT cost, feasibility, or schedule, CITY will employ an independent cost estimator, CONTRACTOR, or other appropriate advisor.

4. CONTRACTOR'S Personnel at Construction Site.

The presence or duties of CONTRACTOR'S personnel at a construction site, whether as onsite representatives or otherwise, do not make CONTRACTOR or CONTRACTOR'S personnel in any way responsible for those duties that belong to the CITY and/ or the construction CONTRACTORS or entities, and do not relieve the construction CONTRACTORS or any other entity of their obligations, duties, and responsibilities, including, but not limited to, all construction methods, means, techniques, sequences, and procedures necessary for coordinating and completing all portions of the construction work in accordance with the construction Contracts Documents and any health and safety precautions required by such construction work.

5. CITY-Furnished Data.

CITY will provide to CONTRACTOR all data in CITY'S possession relating to CONTRACTOR'S services on the Project. CONTRACTOR will reasonably rely upon the accuracy, timeliness, and completeness of the information provided by CITY. All data furnished by CITY to CONTRACTOR shall be returned to CITY.

6. Reuse of Project Documents.

All reports, drawings, specifications, documents, and other deliverables of CONTRACTOR, whether in hard copy or in electronic form, are instruments of service for this PROJECT, whether the PROJECT is completed or not, and are the property of the CITY. Reuse by the CITY, of any such instruments of service, not occurring as a part of this PROJECT, shall be without liability or legal exposure to CONTRACTOR.

7. Endorsement of Plans.

If applicable, CONTRACTOR shall place their endorsements on all plans, estimates, or any other engineering data furnished by them.

8. Subcontracts.

CONTRACTOR shall not subcontract its services under this Agreement, in whole or in part, without the prior written approval of the CITY. CONTRACTOR shall require sub-CONTRACTOR to agree, as to the portion subcontracted, to fulfill all obligations of CONTRACTOR as specified in this Agreement. Notwithstanding CITY approval of a sub-CONTRACTOR, CONTRACTOR shall remain obligated for full performance hereunder, and the CITY shall incur no obligation other than its obligations to CONTRACTOR hereunder. CONTRACTOR agrees that if sub-CONTRACTORS are employed in the performance of this Agreement, that CONTRACTOR and its sub-CONTRACTORS are subject to the requirements of the Worker's Comp Law.

9. Relation of Parties.

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

10. 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.

11. Time of Performance.

The service of CONTRACTOR is to commence as of January 1, 2015. It is agreed services hereunder shall be completed by December 31, 2020.

12. Progress Schedule.

No later than January 15, 2015, CONTRACTOR shall submit for the City's approval a detailed time schedule for all services showing how the services will be carried out within the general schedule set forth in Exhibit "A." The detailed supplement to the schedule shall include allowance for periods of time required for the CITY's review and approval of submissions. This schedule shall be brought up to date and submitted to the CITY at the end of each month, and shall indicate start and finish dates of each activity that has been completed prior to the update data date. Actual start dates and the remaining duration shall be posted for each activity that is in progress, on the data date. Estimates of percent complete will not be an acceptable substitute for remaining duration figure.

13. Delays and Extensions of Time.

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

14. Compensation and Schedule of Payments.

This Agreement is a purchase of professional services at the rates set forth in Exhibit "B" attached hereto and incorporated herein by reference. Total payment for these services shall not exceed \$5,964,869.00 unless authorized in writing by the CITY, according to Section 26 Amendments, of this Agreement. 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 work.

a. Rates of Pay for Personnel and Expenses.

CONTRACTOR may bill CITY in an amount not to exceed the labor and expenses rates, as set forth below. The hourly rates are inclusive of direct salaries, payroll additives, overhead and fees. CONTRACTOR shall maintain support data to verify the hours billed on this Agreement.

CH2M HILL 2014 Employee Billing Rate

Employee	2014 Billing Rate
Gist, Forrest M.	\$ 240.03
Phelps, Bradley J	\$ 235.34
Blaine, Steven L	\$ 235.53
Karl, Michael	\$ 204.31
Edwards, Darren James	\$ 190.80
Jones, Thomas Joseph	\$ 187.30

Nordal, Jerry A	\$ 183.55
Erb, Gary	\$ 182.79
Maestri, Kandi Lea	\$ 178.20
Shank, Carl J	\$ 177.50
Kirsten, Geoffrey B	\$ 168.97
Hostetler, Jeffrey A	\$ 157.03
Denison, Michael J	\$ 152.71
Love, William Brian	\$ 151.45
Wallace, Nathan	\$ 146.22
Zheng, Jie	\$ 142.10
Booth, Janelle A	\$ 140.68
Edgett, Nicholas A.	\$ 132.93
Clifford, Jason	\$ 131.07
Hughes, Brittany	\$ 123.10
Kacmarcik, Mark D	\$ 119.23
Miller, Francis J.	\$ 121.18
Van Der Zee, Jonathan	\$ 116.55
Malin, Kathleen A	\$ 112.46
Laney, Travis W.	\$ 102.03
Dion, Shannon L	\$ 104.11
Tatro, Jared	\$ 98.85
Hurt, Lori	\$ 90.50
Brown, Kiel	\$ 86.63
Thomas, Patricia Ann	\$ 84.45

CH2M HILL 2015 Rate Schedule for CITY of Vancouver

Cost Type	Basis of Compensation
Labor Rates	
Labor Costs	Raw Salary Labor times 3.15 Adjustments (ranging from 3% to 6%) to employee raw salary labor rates occur April of each year.
Expenses	
Health and Safety Program ^a	\$1.75/hour

Personal Automobile Mileage Reimbursement	Federal IRS Rate
Survey Vehicle	\$0.90/mile or \$54/day (whichever is less)
Markup on Direct Expenses	10%
Markup on Outside Services	10%

^a Labor rates for a few select field personnel will include their health and safety program involvement resulting from being involved in field work or safety specific activities.

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.

b. Monthly Invoices. CONTRACTOR shall submit monthly invoices to CITY covering both professional fees and project expenses, if any, for fees and expenses from the previous month. CONTRACTOR shall maintain detailed records to support its charges and such records shall be available to the CITY for audit and copying as the CITY may reasonably require. 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.

15. Grant Requirements.

Local, State and/or Federal funding will be used on various projects and as such all applicable requirements shall apply, whatsoever, including any special grant requirements depending on the funding source. Where there is conflict, the CITY, at its sole discretion shall decide which requirement shall apply.

16. Ownership of Records and Documents.

All materials, writings and products produced by 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 materials, writing and products to the CITY. A copy may be retained by the CONTRACTOR.

The CITY retains ownership and rights to all data entered or loaded into the control system. CONTRACTOR cannot sell, mine, analyze or otherwise process CITY's data for any purpose not explicitly authorized by CITY without written authorization.

17. 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 Professional Service Agreement; Scope of Work; CONTRACTOR's submitted proposal to RFQ No.10-13 and RFQ No. 10-13.

18. 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 work completed at the time of termination of the Agreement.

19. Evaluation and Compliance with the Law.

CONTRACTOR agrees to comply with all relevant, federal, state and municipal laws, rules and regulations.

20. CITY Business and Occupation License.

Prior to performing work under this Agreement, CONTRACTOR shall secure a CITY of Vancouver Business and Occupation License under V.M.C. 5.04.090 for all work performed in the CITY and shall conform to VMC M-3774 (tax per employee statute).

21. 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 sub-CONTRACTOR 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 CONTRACTOR, such cost, fees and expenses shall be shared between the CITY and 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.

22. 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 Agreement whether such work shall be by CONTRACTOR, sub-CONTRACTOR or anyone directly or indirectly employed by either CONTRACTOR or a sub-CONTRACTOR. The amount of coverage provided by such insurance shall be Two Million Dollars (\$2,000,000) combined single limit for bodily injury and property damage and Two Million Dollars (\$2,000,000) combined single limit for bodily injury and property damage if working in the public right of way.

CONTRACTOR agrees to the following requirements relating to insurance coverage:

a. Liability Insurance. All liability insurance required herein shall be under a comprehensive or commercial general liability and business, automobile policy. The CITY shall be named as an additional insured with respect to all such policies and copies of all certificates of insurance shall be furnished to the CITY upon request.

b. Worker's Compensation. CONTRACTOR shall take out and maintain during the life of this Agreement, Worker's Compensation insurance for all its employees engaged in work under or pursuant to this Agreement who are required to be so covered by the laws of the State of Washington and in case any work is subcontracted, CONTRACTOR shall require the sub-CONTRACTOR to provide worker's compensation insurance for all of its employees unless or to the extent that such employees are covered by the protection provided by CONTRACTOR.

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

d. Professional Liability Insurance. 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 which may arise out of the performance of this Agreement whether such work shall be by CONTRACTOR or anyone employed by CONTRACTOR. The amount of coverage provided by such insurance shall be Two Million Dollars (\$2,000,000) combined single limit.

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.

23. Proprietary Rights Indemnification.

CONTRACTOR represents and warrants that (1) no element of the Control System and or methodology provided under this Agreement is the subject of any litigation ("Litigation"), and (2) CONTRACTOR has all right, title, ownership interest, and/or marketing rights necessary to

provide the Control System and/or methodology to CITY and that each License, the Control System and/or methodology, and their sale, license, and use hereunder do not and shall not directly or indirectly violate or infringe upon any copyright, patent, trade secret, or other proprietary or intellectual property right of any third party or contribute to or induce such violation or infringement ("Infringement"). CONTRACTOR shall indemnify and hold CITY and all end users and their respective successors, officers, employees, and agents harmless from and against any and all actions, claims, losses, damages, liabilities, awards, costs, and expenses (including legal fees) resulting from or arising out of any Litigation, any breach or claimed breach of the foregoing warranties, or which is based on a claim of an Infringement and CONTRACTOR shall defend and settle, at its expense, all suits or proceedings arising therefrom. CITY shall inform CONTRACTOR of any such suit or proceeding against CITY and shall have the right to participate in the defense of any such suit or proceeding at its expense and through counsel of its choosing. CONTRACTOR shall notify CITY of any actions, claims, or infringing while being capable of performing the same function without degradation of performance.

24. 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:

Kevin Yin
CITY of Vancouver
415 W 6th Street
P O Box 1995

CONTRACTOR:

Mark Johnson
CH2M Hill Engineers, Inc.
2020 SW 4th Avenue, Ste 300
Portland OR 97201

25. Severability.

If any provision of this Agreement is found to be unconstitutional, illegal or unenforceable, this Agreement shall remain in full force and effect and the offending provision shall be stricken. The Court or other authorized body finding such provision unconstitutional, illegal or unenforceable, shall construe this Agreement without such provision to give effect to the maximum extent possible the intentions of the parties.

26. 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.

27. 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.

28. Ratification.

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

29. Governing Law/Venue.

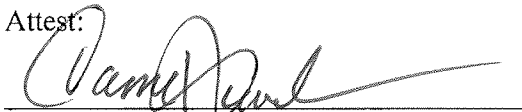
This Agreement shall be deemed to have been executed and delivered within the State of Washington, and the rights and obligations of the parties hereunder shall be construed and enforced in accordance with, and governed by, the laws of the State of Washington without regard to the principles of conflict 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.

DATED this 22ND day of JANUARY, 2015

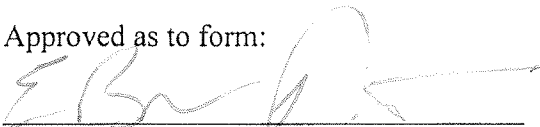
CITY OF VANCOUVER,
A municipal corporation


Eric Holmes, CITY Manager

Attest:

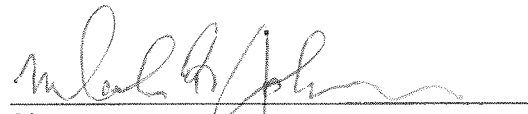

Lloyd Tyler, CITY Clerk
By: Carrie Lewellen, Deputy CITY Clerk

Approved as to form:


/s/ E. Bronson Potter, CITY Attorney

CONTRACTOR:

CH2M Hill Engineers Inc


Signature:

Mark A. Solason / Vice President
By: Printed Name / Title



Staff Report 135-18

TO: Mayor and City Council

FROM: Eric Holmes, City Manager

DATE: 9/10/2018

SUBJECT Approval of Purchasing Authority for Hot Mix Asphalt from Lakeside Industries, Inc

Key Points

- The City has greatly benefited from using the Clark County contract #2639 and would like to continue to utilize this contract with Lakeside Industries, Inc. for hot and cold mix asphalt as part of the annual pavement management and street maintenance programs.
- Utilizing this contract will enable City departments to purchase hot mix asphalt and other materials at a competitive price.
- Purchases from this contract are at the City's \$300,000 threshold for Lakeside Industries and staff is requesting approval to exceed the threshold to allow for future purchases.

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.

Present Situation

The City currently purchases hot mix asphalt for street maintenance, pavement management street preparation, pothole repairs, and utility cut repairs from Lakeside Industries, Inc through their contract with Clark County (#2639). In 2018, the total purchases from this contract for Lakeside Industries will exceed the \$300,000 threshold requiring approval of Council. Approval will enable the Public Works department to continue to utilize this contract to purchase hot mix asphalt and materials to take advantage of these competitive prices.

Public works has ongoing, annual needs for hot mix asphalt of approximately \$250,000 - \$300,000 per year for Lakeside Industries and is requesting Council to approve the increased spending with Lakeside up to a \$1,200,000 threshold against this contract, which is good through May 29, 2019, with eligible yearly extensions through May 31, 2020.

Advantage(s)

1. Utilizes an existing contract through Clark County with eligible annual extensions through May 31, 2020.
2. Utilizing an existing contract through cooperative purchasing saves the City time and money in going out for a separate bid process.

Disadvantage(s)

None.

Budget Impact

The additional purchasing authority is already budgeted within the current adopted biennial budget appropriation. This contract authority change will not impact annual spending and will not require any change in budget authorization.

Prior Council Review

None

Action Requested

Approve purchasing authority related to the Clark County contract #2639 with Lakeside Industries, Inc., including annual extensions, in an amount not to exceed \$1,200,000 through May 31, 2020.

Ryan Miles, Street Operations Program Manager, 487-7708

ATTACHMENTS:

- ▣ Contract
- ▣ County Bid Document
- ▣ County Letter of Extension

COMMODITIES AGREEMENT # _____

This Agreement made and entered into, by and between the City of Vancouver, a municipal corporation, under the laws of the State of Washington, hereinafter referred to as "City" and Lakeside Industries, hereinafter referred to as "Contractor," whose address is 8705 NE 117th Ave, Vancouver, WA 98662.

WHEREAS, the City desires to engage the Contractor to supply and deliver asphaltic concrete and associated products and services, in accordance with the terms of this Agreement. Contractor has agreed to provide afore-mentioned products per its response to Clark County, WA Contract No. 2639.

WHEREAS, the Contractor has represented by entering into this Agreement that it is fully qualified to provide and deliver quality products, to the standards set forth herein.

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

The City hereby agrees to engage the Contractor and the Contractor hereby agrees to supply and deliver asphaltic concrete and associated products and services in accordance with the specifications hereafter set forth in connection with this Agreement.

During the fulfillment of this Contract, the City may allow the Contractor to provide substitute product/s, upon confirmation that the ordered product has been discontinued. Pricing for such a product replacement or substitute shall not exceed the current price of substituted item.

The City of Vancouver reserves its right to seek alternative products if the project managers deem such action is in the City's best interest. This may include, but is not limited to special circumstances or needs of the City Public Works Department.

1. General Requirement:

The Contractor, at its sole cost and expense, shall perform and comply with all applicable laws of the United States and the State of Washington; the Vancouver City Charter, the Vancouver Municipal Code ("VMC"), and ordinances of the City of Vancouver; and rules, regulations, orders, and directives of their respective administrative agencies and officers.

2. Order or 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 response to Clark County, WA's Bid 2639, Clark County, WA's Bid 2639.

3. Purchase Order:

Purchases will be authorized via valid Purchase Orders. Purchases shall correspond with the Purchase Order; any unauthorized advance or excess order is returnable at Contractor's expense.

4. Schedule:

Unless the City requests a change in schedule, the Contractor shall deliver the products and render the services by the "Delivery Date" stated on the signed purchase order.

In the event that the products are not delivered and accepted in the timelines specified in the Purchase Order, the City of Vancouver reserves the right to reject the products and cancel the Purchase Order in its entirety. The City shall bear zero expense due to this breach.

5. Delivery:

All costs referenced must be F.O.B. Vancouver, Washington, Prepaid and Allowed (freight included in the unit cost), prepaid with all transportation and handling charges paid by the Contractor. Responsibility and risk of loss or damage shall remain with the Contractor until final inspection and acceptance when responsibility shall pass to the City except as to latent defects, fraud, and the Contractor's warranty obligations (including without limitation latent defects).

6. Payment:

Invoices will be paid at net thirty (30) days after the City's receipt and acceptance of the goods or completion and acceptance of the services, provided that all appropriate information has been listed on the invoice and necessary forms have been submitted. No payment shall be due prior to the City's receipt and acceptance of the items identified in the invoice thereof.

7. Adjustments:

The City at any time may make reasonable changes in the place of delivery, installation or inspection; the method of shipment or packing; labeling and identification; and ancillary matters that Contractor may accommodate without substantial additional expense to the City.

8. Assignment:

This Agreement is binding on each party, its successors, assigns, and legal representatives and may not, under any circumstances, be assigned or transferred by either party without express written authorization.

9. Waiver:

The City's failure to insist on performance of any of the terms or conditions herein or to exercise any right or privilege or the City's waiver of any breach hereunder shall not thereafter waive any other term, condition, or privilege, whether of the same or similar type.

10. Binding Effect:

The provisions, covenants, and conditions in this Agreement apply to bind the parties, their legal heirs, representatives, successors, and assigns. It will be at the City's sole discretion as to which terms may or may not apply to the Agreement.

11. Remedies Cumulative:

Remedies under this Agreement are cumulative; the use of one remedy shall not be taken to exclude or waive the right to use another.

12. Severability:

Any invalidity, in whole or in part, of any provision of this Agreement shall not affect the validity of any other of its provisions, unless the result of same would clearly be contrary to the overall intent of the parties in entering into this Agreement.

13. Taxes:

The Contractor shall pay, before delinquency, all taxes, levies, and assessments arising from its activities and undertakings under this Agreement; taxes levied on its property, equipment and improvements; and taxes on the Contractor's interest in this Agreement, provided, however, that any taxes that apply directly to the sale, such as a state or local sales tax, shall be added to the purchase price set forth in the Purchase Order.

14. Relation of Parties:

The Contractors, its subcontractors, agents, and employees are independent Contractors performing 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, subcontractors, agents and employees shall not have the authority to bind City any way except as may be specifically provided herein.

15. Ownership of Materials, Writings and Products:

All materials, writings, and products produced by Contractor in the course of performing this Agreement 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 materials, writing and products to the City; provided, however, that this clause does not apply to materials, writings, or products in which Contractor has a copyright interest prior to the date of this Agreement. A copy may be retained by the Contractor.

16. Proprietary and Confidential Information:

The parties acknowledge that the City is an "agency" within the meaning of the Washington Public Records Act, Chapter 42.56 of the Revised Code of Washington ("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 information that Contractor has marked as "Proprietary and Confidential," 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.42.56 RCW for withholding or delaying public disclosure of such information.

17. Warranties:

All products shall be warranted against defects or faulty workmanship and materials by the Contractor for one (1) year following inspection and acceptance of the products by the City. Warranty shall include all costs incurred, including shipping, for repair or replacement except that which is damaged by misuse or abuse. This one-(1) year warranty shall in no way affect normal extended or manufacturer's warranty exceeding this one (1) year period. Contractor warrants that all goods and services furnished under this Agreement are new, conform strictly to the specifications herein, are merchantable, good workmanship, free from defect, comply with all applicable safety and health standards established for such products, all goods are properly packaged, and all appropriate instructions or warnings are supplied. If a defect is found, a component failure occurs, or workmanship is found to cause failure, the Vendor shall replace the

product at their own expense, including shipping charges. Any replacement product will be warranted for one (1) year from the date it is delivered. All implied and expressed warranty provisions of the Uniform Commercial Code are incorporated into this Agreement.

18. Non-Discrimination and Equal Employment Opportunity:

During the term of this Agreement, the Contractor agrees as follows: The Contractor will not discriminate against any employee or applicant for employment because of creed, religion, race, color, sex, marital status, sexual orientation, political ideology, ancestry, national origin, or the presence of any sensory, mental or physical handicap, unless based upon a bona fide occupational qualification. The Contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their creed, religion, race, color, sex, national origin, or the presence of any sensory, mental or physical handicap. Such action shall include, but not be limited to the following: employment, upgrading, demotion, or transfer, recruitment or recruitment advertising layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship.

19. Indemnification:

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, or whatsoever kind or nature (including patent infringement or copyright claims) arising out of, or in connection with, or incident to, the performance of services 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 sole negligence of the City. Contractor specifically acknowledges that the provisions contained herein have been mutually negotiated by the parties and it is the intent of the parties that Contractor provide the broadest scope of indemnity permitted by law. Contractor is an independent Contractor and responsible for the safety of employees.

20. Order Quantity:

This is an as-needed Agreement; orders will be placed with Contractor via signed Purchase Orders on an as-needed basis. The City is not obligated to any minimum or maximum quantities under this Agreement. This Agreement will not exceed the following sum as indicated, including 8.4% Washington State Sales Tax (if applicable), unless agreed to by the Parties in a written Amendment.

\$1,200,000.00

One Million Two Hundred Thousand Dollars 00/100

21. Termination:

The City intends to award this contract for an initial period of one (1) year with an option to renew for up to three (3) additional years.

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

22. Prices:

Proposed prices outlined below must be valid for one year from the effective date of this Agreement. Price adjustments may be requested for consideration each year thereafter; the City, at its sole discretion, may approve that request. Request for price increases shall be supported by the applicable Consumer Price Index- All Urban Consumers (Portland-Salem, OR_WA) area for the immediate, previous four (4) quarters.

Contractor warrants that prices of materials set forth herein do not exceed those charged by the Contractor to any other customer purchasing the same under similar conditions and in like or similar quantities.

Unless otherwise specified herein, no additional charges by the Contractor will be allowed including, but not limited to: handling charges such as packing, wrapping, bags, containers; return and re-stocking fees due to vendor error.

23. Commercial and General Liability Insurance:

The Contractor agrees to furnish the City with a current Certificate of Insurance on the standard "ACORD" with the coverage's listed below:

\$1,000,000.00 minimum/general liability per occurrence

\$2,000,000.00 minimum/general aggregate

\$1,000,000.00 minimum/automobile combined single limit (each accident)

City of Vancouver named as additional insured on the commercial general liability policy and an "additional insured" policy endorsement CG2012, CG2026 or equivalent must be included with the certificate of insurance

The certificate shall be made out to the City and be an original; no photocopies shall be accepted. The Certificate of Insurance shall provide the City be given 30 days advance notice of cancellation, non-renewal, or material change in coverage.

24. Other Liabilities:

Contractor agrees to indemnify, defend, save, and hold harmless the City, its officials, employees and agents from all claims, suits, and actions of any nature arising out of or related to the products and activities of the Contractor, its officers, subcontractors, agents, or employers under this Agreement. Contractor will not indemnify any action that arises out of the control application or operation of their software that was created by a third party vendor.

25. Worker's Compensation:

The Contractor shall comply with the State Washington, Department of Labor and Industries Industrial Insurance program, for all of its employees who are required to be so covered by the laws of the State of Washington and in case any work is subcontracted, the Contractor shall require the subcontractor to provide worker's compensation insurance for all of its employees unless or to the extent that such employees are covered by the protection provided by the Contractor.

26. Employment Security:

The Contractor shall comply with all employment security laws of the State of Washington, and shall timely make all required payments in connection therewith.

27. 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.

28. Licenses and Similar Authorizations:

The Contractor, at no expense to the City, shall be responsible to obtain all necessary licenses, permits, and similar legal authorizations required to perform the work associated with this Agreement.

In most cases, contractors will be required to get 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 www.cityofvancouver.us/businesslicense, to determine whether a business license is required pursuant to VMC Ch. 5.04.

29. 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 of Vancouver

Contractor:

City of Vancouver

Lakeside Industries

P O Box 1995

8705 NE 117th Ave

Vancouver WA 98668-1995

Vancouver, WA 98662

30. Amendments:

This Agreement shall not be altered, changed, or amended except by an instrument in writing executed by the parties hereto. Any changes in the scope of work or compensation shall be mutually agreed upon between City and the Contractor and shall be incorporated in written amendments to this Agreement.

31. Entire 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.

32. 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 Agreement at their own cost and without the City of Vancouver incurring any financial or legal liability for such purchases. The City of Vancouver Agreement, 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 Agreement file a copy of this invitation and such agreement in accordance with RCW 39.34.040.

33. Ratification:

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

34. Governing Law/Venue:

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

35. Authority to Execute:

The Contractor warrants that it has legal authority to enter into this agreement and the signatory below is authorized to execute this Agreement on behalf of the Contractor and is at least 18 years of age.

DATED this ____ day of _____, 2018.

CITY OF VANCOUVER,
A municipal corporation

CONTRACTOR:

Eric Holmes, City Manager

By:

Attest:

Natasha Ramras, City Clerk

Approved as to form:

E. Bronson Potter, City Attorney

CLARK COUNTY, WASHINGTON
CONTRACT DOCUMENTS FOR FURNISHING

ANNUAL ASPHALTIC CONCRETE

BID NUMBER 2639

SUBMIT BIDS ON OR BEFORE 1:50 P.M.

TUESDAY, JUNE 7, 2016

PART I INVITATION TO BID

PART II INSTRUCTIONS TO BIDDERS

PART III GENERAL TERMS & CONDITIONS

PART IV SPECIAL PROVISIONS

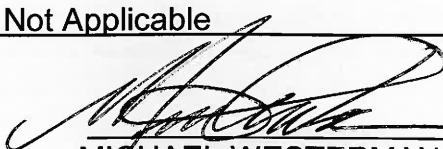
PART V PERFORMANCE REQUIREMENTS

PART VI SPECIFICATIONS

PART VII BID TABULATION

PART I - INVITATION TO BID

1. Sealed bids will be received by the Board of County Councilors, through General Services Purchasing Department, 1300 Franklin Street, Suite 650, Vancouver, WA 98660, (360) 397-2323, (or P.O. Box 5000, Vancouver, WA 98666-5000) until 1:50 p.m., on **Tuesday, June 7, 2016**. Bids will be opened in the Councilors' Hearing Room, Sixth Floor, Public Service Center, 1300 Franklin Street, at 2:00 p.m., on the same date.
2. Clark County shall reserve the right to reject any or all bids, or items bid.
3. In accordance with Washington State Code, all public work submittal to the County by interested bidders shall be accompanied by a **5% BID BOND**, in the form of a surety bond, postal money order, cashier's check, or certified check, in an amount equal to five percent (5%) of the amount of the bid proposed. Public work is defined as "all work, construction, alteration, repair, or improvement other than ordinary maintenance." **BID BONDS are required only when specifically requested in paragraph five.**
4. **A 100% PERFORMANCE BOND** shall be additionally required of a successful bidder of any public work. Should a successful bidder fail to furnish this bond within ten days after notice of bid award, exclusive of the date of notice, his five percent (5%) bid bond shall be forfeited to the County and the contract shall be awarded to the next lowest and best bidder. **PERFORMANCE BONDS are required only when specifically requested in paragraph five.**
5. BID BOND _____ Not Applicable
PERFORMANCE BOND _____ Not Applicable


MICHAEL WESTERMAN, CPPO
PURCHASING MANAGER

PART I - INVITATION TO BID cont.

BID NO. 2639

6. Within ten days after the notice of bid award, the successful bidder and the County shall fully execute all necessary contractual documents.

PART II - INSTRUCTIONS TO BIDDERS

1. It shall be the responsibility of the bidding firm to submit its bid on or before the hour and date specified. Clark County shall assume no responsibility for delay in U.S. Mail Service which results in the late arrival of bids.
2. Bids received shall comply with the requirements of all parts of this specification.
3. A bidding firm which discovers omissions, discrepancies, or areas of uncertainty within these specifications should notify General Services/Purchasing Department without delay. As necessary, written corrections or addenda to these specifications will be sent to all known bidding firms. The County will not be responsible for oral interpretations.
4. Bid responses shall be returned in duplicate upon the bid tabulation forms provided herein (Part VII). The completed forms shall be in ink, or typewritten without alteration or erasure.
5. Each bid must be signed in longhand by a representative of the bidding firm, with the name of the firm and title of signer printed or typed.
6. **Bids shall be submitted in sealed envelopes with the information below.**

BID NO. 2639

BID FOR Annual Asphaltic Concrete

This Bid will not be accepted after 1:50 PM Tuesday, June 7, 2016

**SUBMIT BIDS TO: Clark County Purchasing, PO Box 5000, 1300 Franklin St. Suite 650,
Vancouver, WA 98666-5000**

7. Clark County reserves the right to extend the contract resulting from this bid for a period of five (5) one (1) year periods, with the same terms and conditions, by service of a written notice of its' intention to do so prior to the contract termination date. Extended period shall be reviewed at the time of the extension to allow for inflation.

8.  For an alternative format, contact the Clark County ADA Compliance Office.
V (360) 397-2025; TTY (360) 397-2445; E-mail ADA@clark.wa.gov

PART III - GENERAL TERMS AND CONDITIONS

BID NO. 2639

1. Payments shall be made upon receipt by the County of properly executed and signed invoices from the vendor at the prices bid. Purchase order and contract numbers must be shown on all shipping, billing and correspondence documents.
2. Unless instructed otherwise, taxes, whether State or Federal, shall not be included in the bid prices, but shall be shown as separate amounts on bid.
 - A. As a political subdivision of the State of Washington, Clark County is generally exempted from Federal Taxes, including, but not limited to, excise and transportation taxes.
 - B. The Washington State tax must be added as a separate item to all bids and invoices.
3. The County's specifying of certain brand names shall be constructed solely for the purpose of indicating the standards of quality, performance or use desired. Any bidding firm offering a brand which may not be of equal quality, performance, or use to that specified should accompany its bid with complete technical literature. Deviation from minimum specification must be clearly pointed out. If not, Clark County will assume that items offered are intended to be in compliance with the specifications. Bidding firms should show brand and specification changes on attached sheets and may bid alternates if this specification explicitly allows.
4. Unless otherwise specified, under Special Provisions, Part IV, all goods are to be shipped prepaid F.O.B. destination. Clark County will not accept C.O.D. shipments.
5. Unless otherwise indicated in the bid, any item offered or shipped on this bid shall be new, of the most recent manufacture, in first class condition, and shall include standard commercial packaging.
6. As a political subdivision of the State of Washington, Clark County is specifically exempted by law from all fair trade prices or practices and shall neither recognize nor honor any prices bid to it as such. Identical or substantially similar bids may result in a reevaluation or rejection of all bids pursuant to these practices.
7. The selected firm shall protect Clark County against all claims, suits, or proceedings for patent, trademark, copyright, or franchise infringement arising from the purchase, installation, or use of the goods and materials purchased herein. The selected firm shall assume all expenses and damages arising from such claims, suits, or proceedings.
8. All supplies or workmanship shall be subject to inspection and test by Clark County, prior to acceptance. In case of defective material, poor workmanship, or non-conformity to the specification, Clark County shall have the right either to reject with or without instructions as to disposition, or to require correction or replacement.
9. Bid prices shall be net 30 days.
10. The selected firm shall not discriminate against any employee or sub-contractor because of race, creed, color, national origin, sex, or age. Any vendor who is in violation of this clause shall be barred forthwith from receiving awards of any purchase order or contract from Clark County. Clark County encourages the use of apprenticeship programs, individual supported employment, as well as group supported employment.
11. Cancellation of contract may be made upon thirty (30) days written notice, giving due cause for cancellation. Clark County reserves the right to initiate immediate cancellation upon non-compliance with specifications, service, or supply requirements.

PART IV - SPECIAL PROVISIONS

BID NO. 2639

1. Unless specified differently elsewhere within these specifications, prices bid shall be firm fixed and shall be the maximum as set forth for the duration of the contract period. Any price declines at the manufacturer's level shall be reflected in a reduction of the contract price to the County effective immediately.
2. This contract shall be for a period commencing on the _____ day of _____, and terminating on the _____ day of _____. **No dates noted above signifies that contract dates will be established following bid award.**
3. All withdrawals shall be made by purchase orders issued by Clark County. No shipments shall be made unless so authorized.
4. Shipping instruction, F.O.B. destination including inside or job site, shall be in force unless detailed hereunder:
5. Items bid will be carried in stock, or be available for delivery, within _____ days after receipt of order.
6. Estimated dollar amount of contract \$ N/A approximate.

Quantity amount of contract N/A

If indicated, the above dollar and/or quantity amounts noted above for this contract are estimates only and do not signify a firm commitment to purchase. Contract withdrawals may exceed or be less than the amount hereby estimated above.

7. The following factors, in combination but not limited to, will be considered in awarding the contract. The listing hereunder is not necessarily the order of importance.
 - A. Quality and conformance to specification.
 - B. Ability of bidder to render satisfactory service in this instance.
 - C. Prices.
 - D. Bidding firm's previous record of performance and service.
 - E. Representation to call upon and consult with using departments.

Except as modified in later sections of this specification, Clark County reserves the right to award bids in the best interest of the County, whether on a total basis or on any item individually, whichever will insure the greatest benefit to the County, special provisions notwithstanding. The bidding firm shall state whether it is bidding all or nothing.

PART V - PERFORMANCE REQUIREMENTS

BID NO. 2639

1. Unless noted elsewhere within these specifications, the successful bidding firm shall carry and show proof of liability insurance during the term of the contract. The minimum requirements are a **\$1,000,000.00** limit of liability for Bodily Injury and **\$1,000,000.00** limit of liability for Property Damage and a **\$2,000,000.00** Aggregate Limit. All policies must have a Best's Rating of A-VII or better. Proof of Insurance shall be provided prior to the starting of the contract performance. Proof will be on an ACORD Certificate(s) of Liability Insurance, which the bidder shall provide to Clark County. Each certificate will show the coverage, deductible and policy period. It is the bidder's responsibility to provide evidence of continuing coverage during the overlap periods of the policy and the contract.
2. When filing the Local Sales and Use Tax Section, page 2, of the State of Washington Combines Excise Tax Return, code taxing locations inside city limits to the city's 4 digit location code, code taxing locations not within an incorporated city to the Unincorporated Area with the 4-digit location code 0600. Location not address is the determining factor.
3. This bid may be subject to Inter-Government Act RCW 39-34-020 & 040.
4. Environmentally Responsible Purchasing Program

Clark County has implemented an Environmentally Responsible Purchasing Policy with a goal to reduce negative impacts on human health and the environment. Negative environmental impacts include, but are not limited to, greenhouse gases, air pollution emissions, water contamination, waste from the manufacturing process and waste in packaging.

This policy also seeks to increase:

- 1) water and energy efficiency
- 2) renewable energy sources
- 3) use of products with recycled content
- 4) product durability
- 5) use of products that can be recycled, reused, or composted at the end of its life cycle.

Product criteria have been established on the Green Purchasing List

<http://www.clark.wa.gov/general-services/purchasing/erp/documents/Green%20Purchasing%20List.pdf>

SCOPE

The purpose of this bid is to set Asphaltic Concrete to be used by Public Works for various projects throughout Clark County.

Clark County has made this bid subject to Washington State statute RCW 39.34. Therefore the bidder may, at the bidders' option, extend identical prices and services to other public agencies wishing to participate in this bid. Each public agency wishing to utilize this bid will issue a purchase order (or contract) binding only their agency. Each contract is between the bidder and the individual agency with **no** liability to Clark County.

GENERAL

Prices for either Asphaltic concrete shall be by the ton on the County's trucks or private carriers hired by the County.

The bid award may be to multiple vendors to insure the county, the flexibility of selecting a source with an advantageous location, an ability to provide material with a minimum of delay, and materials that best meet the County's requirements. Source selection may be made on a per job basis.

Prices shall remain fixed for a period of one year. Bid prices may be adjusted at the end of the one year period, provided the successful bidder submits documentation of changes in costs and these adjusted prices are filed with, verified by and approved by the Department of General Services.

The County shall give thirty (30) days written notice prior to the termination of the contract of its intention to extend the contract.

Quantities listed in this bid reflect Clark County estimated usage only. Only materials represented by a purchase order and received by the County will be paid.

EXTENSIONS

Clark County reserves the right to extend the contract resulting from this bid for a period of five (5) one (1) year periods, with the same terms and conditions, by service of a written notice of its' intention to do so prior to the contract termination date. Extended period shall be reviewed at the time of the extension to allow for inflation.

TESTING

Materials supplied are subject to verification of properties. Asphalt Concrete oil content varying by more the .5% will have the billing adjusted. Invoice cost of the excess (the entire overage) oil deducted from the billing amount. Low oil content will be discounted at three times the cost of the variation of oil from the mix design or replaced at Clark County's option.

ASPHALTIC CONCRETE

Materials:

- Shall meet the latest standard of the Asphalt Institute Manual MS-2, latest edition.
- Shall meet all Washington States Standard Specifications.

Service:

- Successful bidder shall have sufficient tank and mixing facilities to meet the job requirements at the time and scheduling required by the Clark County Road Department.

QUESTIONS

- For questions regarding this bid, contact Scott Wilson @ (360) 397-6118 ext. 1675 or Scott.Wilson@clark.wa.gov

ASPHALTIC CONCRETE

Estimated 4,900 tons asphaltic concrete consisting of the following classes:

	<u>Estimated Usage</u>	<u>Price Per Ton</u>	<u>Extended Price</u>
HMA CL. 1/2 IN PG 64-22	1,000 tons	\$	\$
HMA CL.1/2 IN PG 70-22	1,000 tons	\$	\$
HMA Prelevel 3/8th IN PG 64-22	1,000 tons	\$	\$
UPM 2000 COLD MIX	200 tons	\$	\$
DRIVEWAY BLEND	1,000 tons	\$	\$
EZ STREET	200 tons	\$	\$
FINE MIX	500 tons	\$	\$

Sub Total \$ _____

Washington State Sales Tax - 8.4% \$ _____

TOTAL \$ _____

Location of Plant _____

Probable Availability Months _____

NOTE: Failure to acknowledge receipt of Addendum will render the bid non-responsive and therefore void.

ADDENDUM:

Bidder shall insert number of each Addendum received. If no addendum received, please mark "NONE".

No. _____ Dated: _____ No. _____ Dated: _____

Delivery shall be _____ after receipt of order. It is acknowledged that the documents enclosed are hereby incorporated by reference and upon award constitute a contract between the undersigned and the County of Clark. Vendor certifies that he has not entered into any agreement whatsoever to fix or maintain prices or competition with respect to this contract.

Bids submitted without a signature below will be rejected.

FIRM NAME _____ **EMAIL** _____

BY _____ **PRINT NAME** _____

ADDRESS _____ **CITY & STATE** _____ **ZIP** _____

DATE _____ **PHONE ()** _____ **FAX ()** _____

NOTE: For this contract, we will use Local City/County sales and Use Tax Code Number _____

Federal Tax ID: _____ UBI Number: _____ OMWBE Certification # _____



proud past, promising future

CLARK COUNTY
WASHINGTON

GENERAL SERVICES

Office of Purchasing

May 8, 2017

Lakeside Industries Inc.
8705 NE 117th Ave.
Vancouver, WA 98662

Dear Mr. Green:

It is the intention of Clark County to extend the existing contract with Lakeside Industries, Inc. to provide Annual Asphaltic Concrete as provided in the specifications of Bid #2639.

All terms and conditions will remain the same unless a change request is submitted. If requesting a change, please sign the letter and reply within 14 days and include justification. A letter of acceptance will be returned once Clark County accepts your justification.

We have been pleased with your service and are looking forward to working with you for another year.

Your signature indicates acceptance of this extension. You should consider this letter a formal extension for one year.

Sincerely,

Priscilla Ricci C.P.P.B.
Senior Buyer

PR/bb

cc: Scott Wilson
File

Approval Signature

5/12/17

Date

☐ **Change request included**

By checking the change request, this extension will not be executed until the changes are accepted by Clark County.



Staff Report 136-18

TO: Mayor and City Council

FROM: Eric Holmes, City Manager

DATE: 9/10/2018

SUBJECT 2015 Fire Sprinkler/Alarm Systems Inspection and Maintenance, Amendment #2 to Contract #82324

Key Points

- An existing contract between Fire Systems West and the City of Vancouver was issued on April 1, 2015, set at a not-to-exceed amount of \$400,000.00
- Amendment #2 would accept the yearly labor cost increases, which average about 7%, and extend contract amount to \$1,000,000.00
- All other terms and conditions shall remain unchanged and in full force and effect.

Strategic Plan Alignment

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

Present Situation

A contract has been in place since April 1, 2015, with Fire Systems West for fire sprinkler and alarm systems inspection and maintenance services. With the acquisition of the Town Plaza building, Day Center building and New Fire Stations 1 & 2, the Fire Sprinkler/Alarm work required for all buildings to meet current Life Safety Codes has increased the amount being spent in the last year. With approval of this Contract Amendment, the increase should carry the contract through March 31, 2020.

Advantage(s)

1. Preserves the investment in existing fire sprinkler/alarm equipment and training.
2. Avoids service disruptions and preserves fire sprinkler/alarm maintenance and service repair capabilities at affected facilities.
3. Provides an upgrade and expansion path with backward compatibility.

4. Creates efficiency through the continued use of already purchased equipment.

Disadvantage(s)

None

Budget Impact

None. Baseline budget exists in the Facilities department in the current biennium.

Prior Council Review

Original contract award - March 16, 2015, Staff Report No. 037-15

Action Requested

Authorize the City Manager or his designee to execute Amendment #2 to Contract #82324 with Fire Systems West to increase the contract amount from \$400,000 to \$1,000,000 to the end of the contract date, March 31, 2020, for Fire Sprinkler/Alarm Inspections and Maintenance Services at City-owned or occupied facilities.

Michael Shrum, Facilities Contract Services Supervisor, 487-8260

ATTACHMENTS:

- ▣ Contract Amendment
- ▣ Contract #82324

CONTRACT 82324

AMENDMENT NO. 2

2015 FIRE ALARM/SPRINKLER INSPECTION AND MAINTENANCE

This Amendment is made by and between the City of Vancouver, Washington, a municipal corporation (hereinafter referred to as "the City") and Fire Systems West – 600 SE Maritime Ave. Ste. 300 – Vancouver WA 98661, (hereinafter referred to as the "Contractor").

This amendment modifies the following portions of the Agreement:

1. Extend Contract Amount to 1,000,000.00
2. All other terms and conditions shall remain unchanged and in full force and effect.

DATED this _____ day of _____, 2018

CITY OF VANCOUVER,
A municipal corporation

CONTRACTOR:
FIRE SYSTEMS WEST

Eric Holmes, City Manager

Signature:

Attest:

By: Printed Name / Title

Natasha Ramras, City Clerk

Approved as to form:

E. Bronson Potter, City Attorney

MAINTENANCE CONTRACT

THIS CONTRACT, effective this 12th day of APRIL, 2015, is entered into by and between Fire Systems West, 600 SE Maritime Ave, Ste 300, Vancouver WA 98661 hereinafter referred to as the Contractor, and the City of Vancouver, a municipal corporation of the State of Washington, hereinafter referred to as the Owner.

1. **Contractor's Obligation:** The Contractor, for and in consideration of the sum to be paid to it by the Owner in the manner and at the times provided, hereinafter and in the Specifications, and in consideration of the covenants and agreements herein contained, which documents are incorporated into and made a part of this contract, hereby agrees to furnish all materials, labor, tools, machinery and implements of every description necessary for construction and installation of the following improvements:

Perform necessary and normal scheduled inspections, testing, repairs, and maintenance to fire alarm and fire sprinkler/suppression systems as listed in Attachments A, B, C, D, E, F, G, H and I, and provide all required labor and materials for new installations and replacement of fire alarm and fire sprinkler/suppression systems in City of Vancouver owned or managed facilities all in accordance with the Proposal and Contract Documents for Bid #15-03 issued by the City during January 2015 and amendments thereto, the Contract Plans and Specifications for 2015 Fire Alarm/Sprinkler Inspection and Maintenance Project dated January, 2015 (collectively the "Contract Documents") these Contract Provisions, and the City of Vancouver General Conditions for Facility Construction as amended by the Contract Documents all of which are incorporated herein and made a part of this Contract by this reference.

The City does not guarantee usage of this contract for work authorized under Schedules "H", "I" and "M". The City may use this contract, may perform this work in-house, or may instead select other contractors through other mechanisms such as the City Small Works Roster or using direct quotes, as suited to the City's need. Contractors are not guaranteed any work within this Contract. This contract is for the convenience of the City and does not carry any estimates as to how much could be spent through these contracts.

The City intends to award one contract for an initial period of three (3) years, with an option to renew for up to two (2) additional years. Renewal will be done via an amendment process.

The period of this Bid and its prices shall be for one (1) year, commencing on the effective date of the contract.

In consideration of market conditions, the City will allow increase/decrease of the actual cost of the product. The adjusted price will be approved at the beginning of each year's extension at the sole discretion of the City, and must be firm for the remainder of the contracted period. Contractors shall provide justification for the price adjustments.

Rates charged or credited for Parts Mark Up, Overhead/Profit, Parts Discount, and Rental Equipment Markup shall remain unchanged throughout the period covered by this contract. No changes will be permitted.

All work shall be done in accordance with the Contract on file with the City of Vancouver, and in accordance with such alterations or modifications as may be made by the Owner. The Contractor agrees to do the work and furnish the materials in a most substantial and workmanlike manner and within the time limits stated in the Contract. The Contractor agrees that it will make all necessary arrangements for the obtaining of permits from the United States, State of Washington, and/or any of its agencies as may be necessary to do the work required and covered by this Contract.

2. **E-Verify Program:** Contractor shall register and enter into a Memorandum of Understanding (MOU) with the Department of Homeland Security E-Verify program within sixty (60) days after execution of this Agreement. Contractor shall ensure all Contractor employees and any 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.
3. **Subcontractor Responsibility:** The Contractor shall include the language of this section in each of its first tier subcontracts, and shall require each of its subcontractors to include the same language of this section in each of their subcontracts, adjusting only as necessary the terms used for the contracting parties. The requirements of this section apply to all subcontractors regardless of tier.

At the time of subcontract execution, the Contractor shall verify that each of its first tier subcontractors meets the following bidder responsibility criteria:

1. Have a current certificate of registration in compliance with chapter 18.27 RCW, which must have been in effect at the time of subcontract bid submittal;
2. Have a current Washington Unified Business Identifier (UBI) number;
3. If applicable, have:
 - a. Have Industrial Insurance (workers' compensation) coverage for the subcontractor's employees working in Washington, as required in Title 51 RCW;
 - b. A Washington Employment Security Department reference number, as required in Title 50 RCW;
 - c. A Washington Department of Revenue state excise tax registration number, as required in Title 82 RCW;
 - d. An electrical contractor license, if required by Chapter 19.28 RCW;
 - e. An elevator contractor license, if required by Chapter 70.87 RCW.
4. Not be disqualified from bidding on any public works contract under RCW 39.06.010 or 39.12.065 (3).
5. For public works projects subject to the apprenticeship utilization requirements of RCW 3.04.320, not have been found out of compliance by the Washington state

apprenticeship and training council for working apprentices out of ratio, without appropriate supervision, or outside their approved work processes as outlined in their standards of apprenticeship under chapter 49.04 RCW for the one-year period immediately preceding the first date of advertising for the project.

4. **Owner's Obligation:** In consideration of the promises and agreements of the Contractor as set forth herein, and in consideration of the faithful performance and furnishing of the work and materials required by this Contract to the satisfaction of the Vancouver City Council, the Owner agrees to pay to the Contractor in the manner and at the times provided hereinafter and in the Contract Documents, and in accordance with the ordinances of the City of Vancouver and the laws of the State of Washington, the following sum as indicated:

Including 8.4% Washington State Sales Tax (if applicable)

FOUR HUNDRED THOUSAND DOLLARS AND 00/100

\$400,000.00

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

5. **Contractor's Insurance:** The Contractor agrees to procure and maintain throughout the duration of this Contract insurance coverage as specified in the Bid Documents.
6. **Employment of Labor:** The Contractor agrees that all persons employed in it and by any of its subcontractors in work done pursuant to this Contract shall not be employed in excess of 8 hours in any one day, except as provided or allowed by law.
7. **Payment of Labor:** The Contractor agrees that all laborers, workers, or mechanics employed by it or by any subcontractor in the work of this Contract will be paid not less than the prevailing rate of wage for an hour's work in accordance with the provisions of Ch. 39.12, RCW and all such rules and regulations as may be promulgated thereto by the Washington Department of Labor and Industries.

The applicable effective date for establishing prevailing wages rates for this Contract shall be the effective date of the contract. Prevailing wage rates shall be updated annually on the anniversary date of this Contract and paid at the updated rate to employees for all work performed under this Contract from that date.

If a Contract extension is executed, the applicable prevailing wage rates shall be updated. The effective date of the applicable prevailing wage rates to be paid during the period covered by the Contract extension shall be those rates in effect on the anniversary date of this Contract and shall be paid for all work performed. In case any dispute arises as to

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

The Contractor and its subcontractors may be required to submit weekly/bi-weekly Certified Payrolls to the City of Vancouver, Procurement Services upon request. The Contractor and its subcontractors are required to keep Certified Payrolls on file for a minimum of three years.

8. **Performance And Payment Bonds:** For individual projects in excess of \$35,000, the Contractor agrees it will file with the City of Vancouver a Contract Performance Bond and Payment Bond, on forms prescribed by the City of Vancouver, in the full amount of the estimated cost of the project, executed by itself as principal and by a surety company authorized to do business in the State of Washington as surety. The bonds shall comply with the laws of the State of Washington, and especially with the provisions of Revised Code of Washington, Chapter 39.08
9. **Payment to the Contractor:** Payment to the Contractor of the Contract price by the Owner shall be made in checks drawn on the fund provided therefore. Payment shall be in the manner provided below unless another manner has been specified in Special Provisions.

Progress payments to the Contractor shall be made within 30 days of receipt of the signed progress payment request, as approved by the Owner, for work completed during the previous month. There will be reserved and retained from monies earned by the Contractor on estimates during the progress of the improvements of work, a sum equal to 5 percent of all such estimates. Said retained amount shall be held in trust in accordance with the Specifications and Revised Code of Washington Ch. 60.28.

Payment of the retained percentage shall be withheld, by the owner, for a period of 45 days following the completion of all Contract work, as defined by WSDOT Section 1-01.3, and shall be paid the Contractor at the expiration of 60 days per RCW 39.12 and RCW 60.28, in the event no claims, as provided by law, have been filed against such funds; and provided further, that releases or certificates have been obtained from the State Department of Labor and Industries, from the State Department of Revenue, and the Employment Security Department and all other departments and agencies having jurisdiction over the activities of the Contractor. In the event such claims are filed, the Contractor shall be paid such retained percentages less an amount sufficient to pay any such claims, together with a sum sufficient to defray the cost of foreclosure action and to cover attorney fees as determined by the Owner.

Every person performing labor or furnishing supplies toward the completion of said improvement of work shall have a lien upon said monies so reserved; provided, that such notice of the lien of such claimant shall be given in the manner provided in Revised Code

of Washington 39.08.030 and within the time provided in RCW 60.28 as now existing and in accordance with any amendments that may hereafter be made thereto.

No payment shall be made to the Contractor, however, until the Contractor and all subcontractors who have performed work shall have filed, with Procurement Services, the Labor and Industries executed Statement of Intent to Pay Prevailing Wage as required by Revised Code of Washington 39.12.040. Said Contractor and all subcontractors shall also keep accurate payroll records for three years from the date of acceptance as described in WAC 296-127-320 *Payroll*. A Contractor and all subcontractors shall, within ten days after it receives a written request, as defined by RCW 39.12.010(4) file a certified copy of the payroll records with the Owner. A contractor's noncompliance with this section shall constitute a violation of RCW 39.12.050.

10. Indemnity:

A. CONTRACTOR'S RESPONSIBILITY. 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, or whatsoever kind or nature, arising out of, or in connection with, or incident to, the performance of services by Contractor pursuant to this Agreement.

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

- 11. Ownership of Records and Documents – Public Disclosure:** All materials, writings and products produced by the Contractor in the course of performing this Contract shall immediately become the property of the City. In consideration of the compensation provided for by this Contract, the Contractor hereby further assigns all copyright interests in such materials, writings and products to the City. A copy may be retained by the Contractor. In the event the City receives a public record request for such materials, writings of products the City may, in its discretion, notify the Contractor of such request

and withholds 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.42.56 RCW.

12. **Assignment:** This Contract is binding on each party, its successors, assigns, and legal representatives and may not, under any circumstances, be assigned or transferred by either party without express written authorization.
13. **Termination for Convenience:** The City, at its sole discretion, may terminate this Contract for convenience at any time for any reason deemed appropriate. Termination is effective immediately upon notice of termination given by the City.
14. **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.
15. **Bid Documents & Contract:** The Proposal and Contract Documents for Bid #15-02 issued by the City during January 2015 and amendments thereto, the Project Plans and Specifications (collectively the "Contract Documents"), these Contract Provisions, and the City of Vancouver General Conditions for Facility Construction as amended by the Contract Documents are incorporated herein and made a part of this Contract by this reference.
16. **Coordination of Contract Documents, Plans, Special Provisions, Specifications and Addenda:** As defined in section 1-04.2 in the 2014 Standard Specifications for Road, Bridge and Municipal Construction as published by the Washington State Department of Transportation as modified by the Special Provisions, provided that this contract form shall supersede in the event of conflict.
17. **Notices:** Whenever in this written Contract written notices are to be given or made, they may be sent by certified mail to the following people at the addresses as shown herein unless a different address is designated in writing or delivered to the respective party hereto:

Owner: Kevin Yin
Procurement Services Manager
City of Vancouver
415 W 6th St
P O Box 1995
Vancouver WA 98668-1995

Contractor: Scott Austin
Fire Systems West
600 SE Maritime Ave Ste 300
Vancouver WA 98661

Original signed at Vancouver, Washington, on the dates listed below.

CITY OF VANCOUVER, a municipal corporation

By:

Eric Holmes, City Manager, Date _____

Attest:

Lloyd Tyler, City Clerk

By: Carrie Lewellen, Deputy City Clerk

CONTRACTOR:

Fire Systems West

Scott Austin - SCOTT AUSTIN

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

Vice President
(Title)

3-20-15
Date

Approved as to form:

E Bronson Potter

E Bronson Potter, City Attorney, Date 3/18/15

2015 Fire Alarm/Sprinkler Inspection and Maintenance Project
Contract

C-7



Staff Report 138-18

TO: Mayor and City Council

FROM: Eric Holmes, City Manager

DATE: 9/10/2018

SUBJECT Award of Professional Service Contract for Maintenance at the Waterfront Park

Key Points

- The City's new 7.3-acre Waterfront Park is scheduled to open September 29, 2018.
- The City has requested proposals for a detailed scope of maintenance services and received two viable proposals.
- The private developer, Waterfront LLC, will pay for one-third of the maintenance contract.

Strategic Plan Alignment

Goal 4: Ensure that Vancouver's parks and trails system is the highest quality and most complete in the region.

Objective 4.1: Increase maintenance levels and accessibility to parks.

Present Situation

On August 15, 2018, the City received two proposals for the maintenance of the Waterfront Park. The staff issued a "Request for Proposals" in order to evaluate the firms based on experience, quality of work and experience with similar type park maintenance properties as well as costs. The firms submitting proposals were asked to provide information on their:

- qualifications and relevant experience in maintaining parks and park-like settings, technical, approach and capacity to handle a relatively detailed and complex property,
- number of employees dedicated to this park property,
- customer service communication and training plans,
- risk and quality assurance program and 3 references of with similar scope and acreage,
- cost for work described.

SUMMARY OF PROPOSALS

Firm	Price/year
BrightView Landscaping	\$303,976.19
Distinctive Landscaping	\$344,317.42

This is a contract for three years with two possible three-year extensions. The total contract amount for the three-year period will not exceed \$1,076,928.57. The annual costs equal: \$303,976.19 for the base work in the proposal. The contract also includes \$55,000 annually for special events support/preparation/clean-up, which will be paid by the special event organizers, as well as some changes in frequencies of regular services that could occur once the City better understands the trends and use of the park.

BrightView proposal demonstrated a complete understanding of the project, an excellent training and quality assurance program, ability to allocate more personnel at the park. Their references were outstanding. The rankings were based on weighted criteria, with cost equaling 30% of the overall score.

Advantage(s)

Will result in the new Waterfront Park being maintained at a highly professional manner by an experienced firm that maintains multiple park and park like property throughout Oregon and Washington.

Disadvantage(s)

None

Budget Impact

The grounds maintenance department currently has \$100,000 in the ongoing baseline for this work. The additional need will be addressed in the 2019-20 biennial budget process.

Prior Council Review

None

Action Requested

Award professional service contract for Waterfront Park maintenance to BrightView Landscaping LLC, of Tualatin, Oregon, in the amount of \$1,076,928.57.

Julie Hannon, Parks & Recreation Director, 487-8309

ATTACHMENTS:

- ▣ Contract

CITY OF VANCOUVER
MAINTENANCE SERVICES AGREEMENT No. _____
VANCOUVER WATERFRONT PARK & GRANT STREET PIER MAINTENANCE

This Agreement by and between the City of Vancouver, a municipal corporation, under the laws of the State of Washington, hereinafter referred to as "City" and BrightView Landscapes LLC hereinafter referred to as "Contractor", whose address is 18480 SW Pacific Dr, Tualatin OR 97062.

WHEREAS, the City desires to engage the Contractor for maintenance of the Vancouver Waterfront Park and other related services on an as needed basis. Contractor has agreed to offer its maintenance services to perform said work per City issued Request for Proposal (RFP) No. 24-18, Contractor's proposal to said RFP; and City Council's approval on September 10, 2018, of Staff Report No. ____-18; 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 maintenance of the Vancouver Waterfront Park per RFP No. 24-18 and Contractor's response to said RFP on file in City of Vancouver Procurement Services by reference hereto made a part of this Agreement.

Contractor shall provide all materials, supplies, labor and equipment required to maintain this site as a public park. The work shall include full grounds keeping and irrigation operation and maintenance, cleaning concrete, stone and wood surfaces, maintaining and stocking restroom buildings, litter pick up and trash collection, and other items as outlined herein and attached and by reference made part of this Contract ATTACHMENT C - VANCOUVER WATERFRONT PARK & GRANT STREET PIER MAINTENANCE, SCOPE OF SERVICES/SPECIAL PROVISIONS

The Contractor agrees that all laborers, workers, or mechanics employed by it or by any subcontractor in the work of this Contract will be paid not less than the prevailing rate of wage for an hours work in accordance with the provisions of the Revised Code of Washington,

Chapter 39.12, and all rules and regulations promulgated pursuant thereto. The State of Washington prevailing wage rates applicable for this public works project, which is located in Clark County, may be found at the following website address of the Department of Labor and Industries: <https://fortress.wa.gov/lni/wagelookup/prvWagelookup.aspx>. Based on the bid submittal deadline for this project (**AUGUST 15, 2018**), the applicable effective date for prevailing wages for this project is.

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

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 in ATTACHMENT E – COST PROPOSAL herein attached and by reference made part of this Contract, 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.

This agreement is a purchase of Maintenance Services at the rates attached. Payment for these services shall not exceed \$1,076,928.57 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. 24-18 and RFP No. 24-18.

3. Relation of Parties.

The Contractor, its subcontractors, agents and employees are independent contractors performing maintenance 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, subcontractors, 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 September 25, 2018. It is agreed services hereunder shall be completed by September 25, 2021. The City reserves the right to offer Contractor Contract extensions for up to two (2) additional years.

6. Delays and Extensions of Time.

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

7. Compensation and Schedule of Payments.

City shall pay the Contractor at the rates indicated in Section 1 for work performed under the terms of this Agreement. This is the maximum amount to be paid under this Agreement and it shall not be exceeded without City's prior written authorization in the form of a negotiated and executed amendment. Such payment shall be full compensation for work performed or services rendered and for all labor, materials, supplies, equipment and incidentals necessary to complete the project as set forth herein. The Contractor shall submit monthly invoices to City covering both Maintenance 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. Compensation adjustments shall be based on the Seattle-Tacoma-Bremerton CPI-U. 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 hours 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. 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.

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

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

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

14. Notices.

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

City:

Anna Vogel
City of Vancouver

Contractor:

Fred Freund
BrightView Landscapes LLC

415 W 6th Street
P O Box 1995
Vancouver WA 98668-1995

18840 SW Pacific Dr
Tualatin OR 97062

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 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 _____ day of _____, 20__

ALL SIGNATURES ON NEXT PAGE

CITY OF VANCOUVER,
A municipal corporation

CONTRACTOR:
BrightView Landscapes LLC

Eric Holmes, City Manager

Signature:

Attest:

By: Printed Name / Title

Natasha Ramras, City Clerk

Approved as to form:

E. Bronson Potter, City Attorney



Item #7.

TO: Mayor and City Council

FROM: Natasha Ramras, Chief Financial Officer

DATE: 9/10/2018

SUBJECT Approval of Claim Vouchers

Action Requested

Approve claim vouchers for September 10, 2018.

(Copy available upon request.)

ATTACHMENTS:

Charter Review- 2019

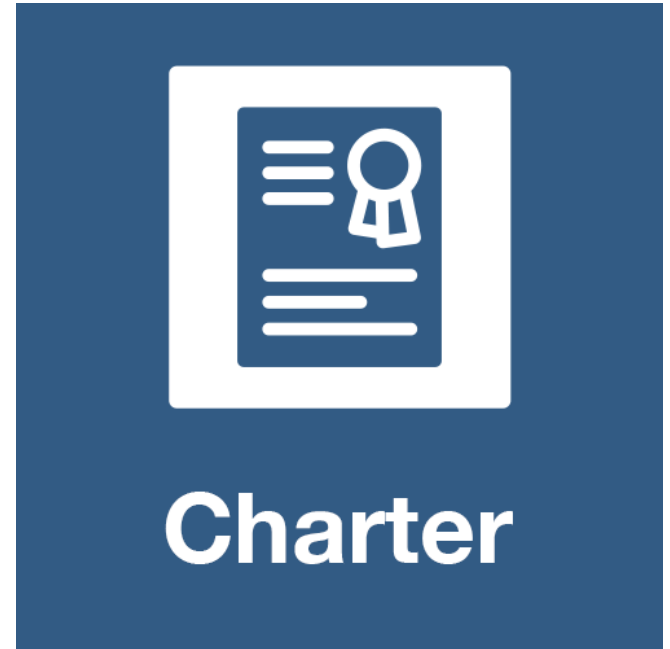


City Council Workshop
September 17, 2018

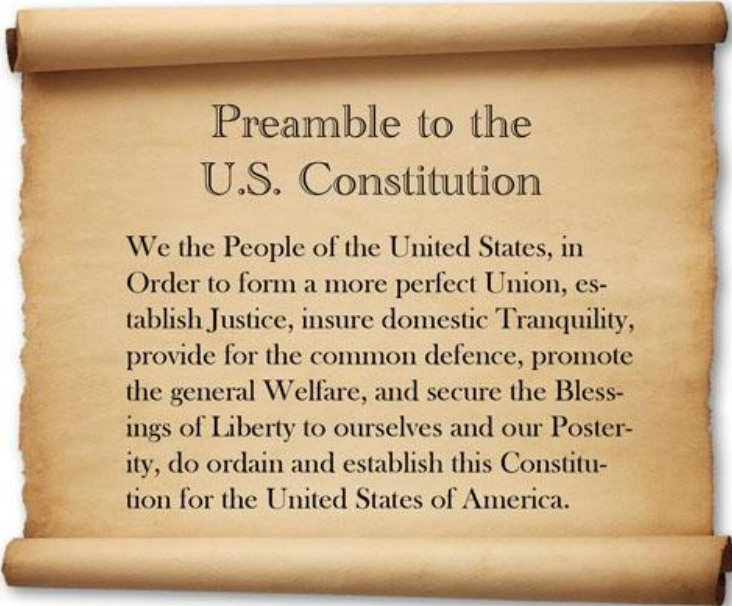
Jeanette (Jan) Bader
Program & Policy Development Manager

Presentation Overview

- Legislative Framework for Charter
- Charter Review Committee
- Charter Review Process and Timeline
- Snapshot of Previous Charter Changes
- Possible Issues for 2019



City Charter



Preamble to the U.S. Constitution

We the People of the United States, in Order to form a more perfect Union, establish Justice, insure domestic Tranquility, provide for the common defence, promote the general Welfare, and secure the Blessings of Liberty to ourselves and our Posterity, do ordain and establish this Constitution for the United States of America.

- Serves as the “constitution” for City government
- Adopted by voters in 1952
- Amended through a public vote
- Amendments proposed by City Council or through citizen petition
- Last amended November 3, 2015

Charter Review Committee

- Provision in the charter requires it to be reviewed every 5 years
- Review is by a committee of 15 residents
- Committee is appointed by the Mayor
 - Optional - concurrence by Council
- Committee's role is to “review and recommend” to Council any amendments to the charter

Charter Review Timeline

September 2018	Recruit Committee members
November 2018	Appoint Committee
January 2019	Committee begins meeting
June 2019	Committee recommendations presented to Council
August 2019	Auditor's Office notified of proposed ballot measure(s)
November 2019	General Election

How Are Charter Issues Determined?

Issues for consideration come from:

- Council & Mayor
- Other elected officials
- Committee members
- General public
- Staff

City Council's Role in Recommendations

- Place issue on ballot for binding vote
- Place issue on ballot for advisory vote. If advisory vote approved Council can:
 - Put the issue on the ballot for a binding vote at the next general election
 - Take no action
- Decide not to put the issue on ballot



Citizen's Role in Charter Review

- Apply to serve on the Committee
- Provide suggestions to the Committee on potential charter changes
- If Council decides not to place a charter review recommendation on the ballot, citizens have the option of an initiative petition

Previous Charter Changes

- Establishment of Salary Review Commission (1994)
- Mayor's term changed from 2-years to 4-years (2004)
- Clarification of initiative & referendum process (2004, 2009, 2015)
- Update anti-discrimination language (2015)
- Change process for a Councilmember running for mayor at mid-term (2015)

Possible 2019 Issues

- Changes to the salary review process
- Electing Councilmembers by District
(based on 2018 Washington Voters
Right Act)
- Voucher process update (administrative
fix)



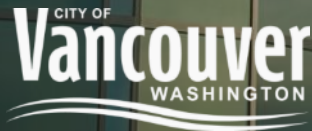
Questions?

VANCOUVER
CITY HALL

Jeanette (Jan) Bader,
Program & Policy Development Manager

360-487-8606

jan.bader@cityofvancouver.us



CLARK COUNTY

Homeless Action Plan

2019-2022

*A Framework
for Action*



Homeless Action Plan Purpose

- ⬆️ **Charting a Collective Path Forward**
- ⬆️ **Identify System and Funding Priorities**
- ⬆️ **Achieve Outcomes**
- ⬆️ **State Requirement**



Community Engagement

Community
Forums

Shelter
Forums

Electronic
Surveys

- ✓ **Series of Forums** (7 Community Forums & 8 Shelter Forums)
- ✓ **Electronic Surveys** (806 Responses)
 - 111 Service Providers, 653 Community Members, 42 Individuals Experiencing Homelessness
- ✓ **Data Analysis & Interpretation** (Clark County Public Health)
- ✓ **Plan Structure**
 - Best Practice Approaches
 - Clear Outcomes
 - Clear Next Steps

*"I want to live in a community that
helps people who are
homeless move into housing"*



Core Elements of the Plan

- 🏠 Homeless Crisis Response System at the Center
- 🏠 Expands Capacity Across System
- 🏠 Utilized Best Practices and Program Success
- 🏠 Encompasses Continuous Improvement
- 🏠 Encourages Data Sharing
- 🏠 Continues System Integration
- 🏠 Expands Partnerships
- 🏠 Highlights Policy Recommendations
- 🏠 Promotes Client Voice and Lived Experience



Clark County Homeless Strategy

Guiding Principles:

- 👤 **All people deserve a decent & safe place to live**
- 👤 **Everyone is ready for housing.**
- 👤 **Our community has a responsibility to take care of one another**
- 👤 **All interventions must be data driven, outcomes based and effective**

Priority Populations:

- **Families**
- **Veterans**
- **Youth (Ages 12-24)**
- **Individuals who are Chronically Homeless**

Basic Need Priority:

- **Emergency Shelter Beds**
- **Severe Weather Shelter**
- **Shower, Laundry, Restrooms**

Outside Policy Recommendations:

- **Employment**
- **Affordable Housing**
- **Change Tenant & Landlord Rules**
- **Support for Seniors and people who are Chronically Homeless through DSHS et al.**
- **Incentivize creative housing solutions**
- **Formalize System of Care Connections**
- **Decriminalize Homelessness**

Results

AREAS OF INCREASED FOCUS IN THIS PLAN

- Increase Mobile Outreach by 8 People and Expand Scope
- Increase the number of shelter beds by 50
 - Increase motel vouchers: DV survivors & Bridge Housing
 - Severe Weather Shelter Beds
- Increase Access to Fulfill Basic Needs Across County (Bathrooms, Showers, Laundry & Storage)
- Increase Transitional Housing for Youth and DV Survivors
- Increase all best practice permanent housing (250 spaces)
 - 1 Shelter Bed: 5 Permanent Housing Beds
- Engage Expertise and Voice of people with Lived Experience
- Continual Community and Provider Educational Opportunities
- Leverage Resources to Progress Plan Outcomes.

Responding with Action (2019-2022)



TARGET	STRATEGY	OUTCOME	ACCOUNTABILITY	TIMELINE
System Alignment	Examine opportunities with local funding to expand flexibility in paying for services that respond to community, stakeholder and population input listed in this survey.	Flexible Funding household support is incorporated into housing program reimbursement/guidelines.	County/COV	End 2019 & Annual

- ⬆ **All HCRS funders require programs to follow a coordinated and system approach.**
- ⬆ **Increase the number of outreach and engagement staff and programs**
- ⬆ **Increase safe park parking spaces**
- ⬆ **Expand scope of outreach and focus on housing for those on the street.**
- ⬆ **Expand the access to basic need (showers, restrooms, storage, laundry, vaccines)**
- ⬆ **Increase low-barrier emergency and severe weather shelter capacity and coordination**



Responding with Action (2019-2022)



- ⬆ **Target families, veterans, youth (12-24), and households who are chronically homeless.**
 - ⬆ **Increase programs that serve these populations.**
- ⬆ **Decrease the number of households who are chronically homeless by:**
 - ⬆ **Increase number of housing first supportive housing programs and units**
 - ⬆ **Work collaboratively with other systems of care (Medicaid Waiver=Supportive Housing)**
- ⬆ **Increase the number of Rapid Re-Housing spots available.**
- ⬆ **Increase the number of Diversion spots and expand population focus.**
- ⬆ **Reduce the number of days households are homeless after entering housing program.**



Responding with Action (2019-2022)



- ⬆ **Create ongoing educational series and staff training.**
- ⬆ **Expand policy focus and advocacy efforts on homelessness.**
 - ⬆ **Policy Recommendations Section**
- ⬆ **Invest in predictive prevention (Outside COV) and homelessness diversion strategies locally**
- ⬆ **Provide short-term education and life-skills trainings to support people stabilizing in housing.**
- ⬆ **Increase landlord education and partnerships.**
- ⬆ **Learn from and more formally engage the expertise of people with lived homelessness experience.**
- ⬆ **Create a more culturally aware, trauma-informed, low barrier system.**



Next Steps:

- 🏠 **Review Plan**
- 🏠 <http://www.councilforthehomeless.org/homeless-action-plan/>
- 🏠 **Feedback Period: 9/4/18-9/17/18**
hapfeedback@councilforthehomeless.org
- 🏠 **Community Presentations**
- 🏠 **City of Vancouver Presentation**
- 🏠 **Vancouver Housing Authority Commission Presentation**
- 🏠 **County Council Approval-October**
- 🏠 **Community Education Sessions & New Workgroups- 2019**



Come learn about the updated Homeless Action Plan with content informed by widespread community input.

Homeless ACTION Plan

9/4/18 Partners In Careers, 1:30-3:00pm
3210 NE 52nd St., Vancouver WA 98663
CTRAN Bus Route 25

9/5/18 St. Anne's Episcopal Church, 1:00-2:30pm
2350 Main St., Washougal WA 98671
CTRAN Bus Route 92

9/6/18 Vancouver Housing Authority, 6:00-7:30pm
2500 Main St., Vancouver WA 98660
CTRAN Bus Route 71 or 32

9/11/18 Battle Ground UMC Church, 6:00-7:30pm
10300 NE 199th St., Battle Ground WA 98604
CTRAN Bus Route 7 or 47

For questions or reasonable accommodation, contact Laura at lellsworth@councilforthehomeless.org 360-993-9526.


COUNCIL FOR THE HOMELESS
Leadership • Advocacy • Solutions

www.councilforthehomeless.org/homeless-action-plan

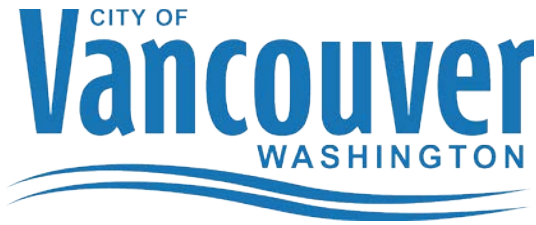


COUNCIL FOR THE **HOMELESS**

Leadership • Advocacy • Solutions

Thank You





MEMORANDUM

To: Mayor and City Council
Eric Holmes, City Manager

From: Peggy Sheehan, Community Development Programs Manager

Date: August 28, 2018

Re: Consolidated Annual Performance and Evaluation Report (CAPER)

Purpose-

Brief Council on the 2017 Consolidated Annual Performance and Evaluation Report (CAPER) prior to submitting to HUD.

Background-

The Consolidated Annual Performance and Evaluation Report (CAPER) provides an end of year accomplishment summary explaining how and where CDBG, HOME and other funds were expended during the 2017 program year (July 1, 2017 through June 30, 2018). The report includes discussions of affordable housing, local public housing efforts, homelessness and other special needs, and barriers/solutions to providing needed services and facilities.

The CAPER is also an annual progress report of accumulated accomplishments counting towards the priorities, goals and objectives established in the 5-year Consolidated Housing and Community Development Plan (2014-2019).

Vancouver receives annual CDBG and HOME financial entitlements. The following table provides summary of the 2017 funding amounts. Please note that some of the amounts may change slightly with the final report due to the year-end adjustments.

Resource	Fund Amount
CDBG Entitlement*	\$1,158,998.00
CDBG Program Income*	\$358,477.69
HOME Entitlement*	\$503,670.00
HOME Program Income*	\$1,926.18

*Source: Entitlement and Program Income from IDIS PR01 Report.

The Vancouver Community Development Block Grant (CDBG) and the HOME Investment Partnership Programs strive to provide a coordinated approach to addressing community development needs. The CDBG program partners on projects with Vancouver Transportation, Vancouver Parks, Clark County, Vancouver Housing Authority, local non-profit agencies, and businesses. In Program Year (PY) 2017, Vancouver expended \$1,538,988.40 in CDBG funds and \$266,950.10 in HOME funds (PR23). Some of these expenditures may include previous project year's entitlements that carry over from year to year. This occurs when projects are not completed within the same project year in which they are funded. Although allocated in small amounts the City funding contribution allows project developers to seek other matching funds sources that can leverage several smaller contributions into enough funding for larger projects.

The 2017 accomplishments included:

Affordable Housing:

- Tenant Based Rental Assistance (TBRA): Assisted 40 households
- Homeowner housing rehabilitation: Assisted 23 households
- First time Homebuyers: Assisted 2 households

Increase Economic Opportunity:

- Persons assisted: 110 (small business assistance)

Supportive Services for At-Risk & Homeless Persons:

- Public Service Activities: Assisted 18,472 persons

Public Facilities and Improvements

- Homeless facilities: Assisted 5,213 persons

(Source: IDIS report PR05 8/01/2018 and PR 23 8-21-18)

Leveraged Funding	CDBG	HOME
City 2017 Funding Expenditures	\$1,538,988	\$266,950
Total Leveraged Funding	\$2,696,598	\$5,238,481
Approx. Leverage Ratio	1:2	1:20

Next Steps / Timeline-

The City Council public hearing on this item is scheduled for September 17, 2018. Staff will be requesting a vote of approval of the final CAPER report before submitting to HUD for acceptance.