

I-5 and I-205 Toll Projects

City of Vancouver

I-5 and I-205 Toll Projects Update

August 24, 2020

Agenda

- 1 Welcome Introductions and Agenda Review
- 2 Background and History
- 3 Equity for Toll Projects
- 4 I-5 Toll Project: Planning Process
- 5 I-205 Toll Project: Environmental Review
- 6 What's Next?



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Value Pricing Feasibility Analysis

LUCINDA BROUSSARD, ODOT



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How Did We Get Here?

Keep Oregon Moving (HB 2017)

- Roadway projects
- Transit funding for agencies and counties across state
- Pedestrian, bike, safe routes to school investment
- Toll implementation

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Highlights of HB 2017

Transportation Investments

Roads & Bridges



Most of ODOT's funding will go to road maintenance and preservation for lasting fixes that keep Oregon's roads and bridges in good condition today and for future generations.

Local Control



Half of road funding will go to cities and counties to complete local communities' top priority road maintenance and improvements.

Reducing Congestion



Relieving congestion bottlenecks will help people get where they want to go quickly and reliably. New lanes on I-5 at the Rose Quarter will save motorists 2.5 million hours wasted in gridlock each year, and widening sections of OR 217 and I-205 in Portland will improve reliability.

Better Public Transportation



Rural and urban bus service will provide choices to help people get around, while reducing air pollution and greenhouse gas emissions.

Safe Biking & Walking Options



Sidewalks, bike lanes, and crossings near schools will help kids get to school safely. Funding from a new bike tax will build off-road paths that separate bikes and walkers from auto traffic.

Moving Freight



Improvements to rail and ports will get products from Oregon's farms, forests, and factories to markets across the world. New intermodal rail facilities will shift freight from truck to train, freeing up space on crowded freeways.

Electric Vehicle Incentives



Rebates for zero emission vehicle purchases will help Oregon transition to a sustainable transportation system.



Accountability & Transparency

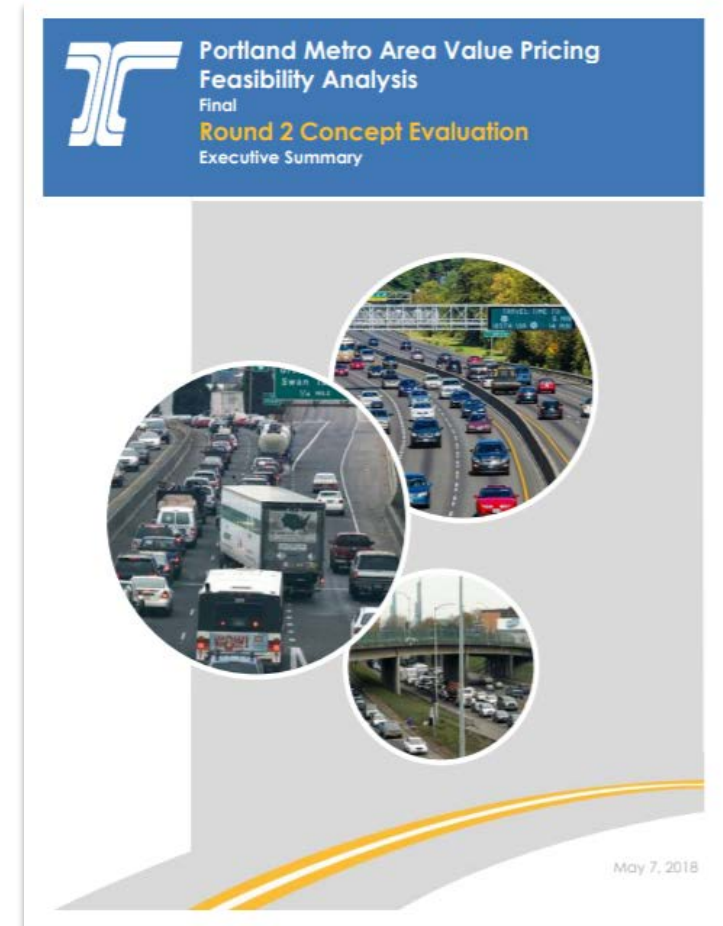
- Gas tax increases are tied to ODOT meeting accountability requirements.
- A website will show the status, cost, and whether ODOT completes a project on time and on budget.
- ODOT and local governments will report on

the condition of roads and bridges.

- All gas tax funds must be spent on roads, so they can't be diverted to other purposes.
- Guarantees certainty under the Clean Fuels program with cost containment measures for consumer protection.

Value Pricing Feasibility Analysis

- October 2017 - December 2018
- Considered big concepts for implementing tolls on I-205 and I-5
- We heard the need to:
 - Avoid negatively affecting low-income communities
 - Improve transit and other transportation choices
 - Address the potential of tolls to divert traffic to local streets



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Key Findings From VPFA

Priced Lanes

- Not operationally feasible in areas with only 2 lanes
- Freight is typically prohibited
- Limited revenue potential
- Equity trade-offs:
 - Maintains an “unpriced” lane
 - Highest toll amount per trip



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Key Findings From VPFA



Priced Roadway

- Highest level of congestion relief
- Highest revenue potential
- Highest rerouting potential
- Equity trade-offs:
 - No unpriced lane option
 - Can function with lower price, shared benefits

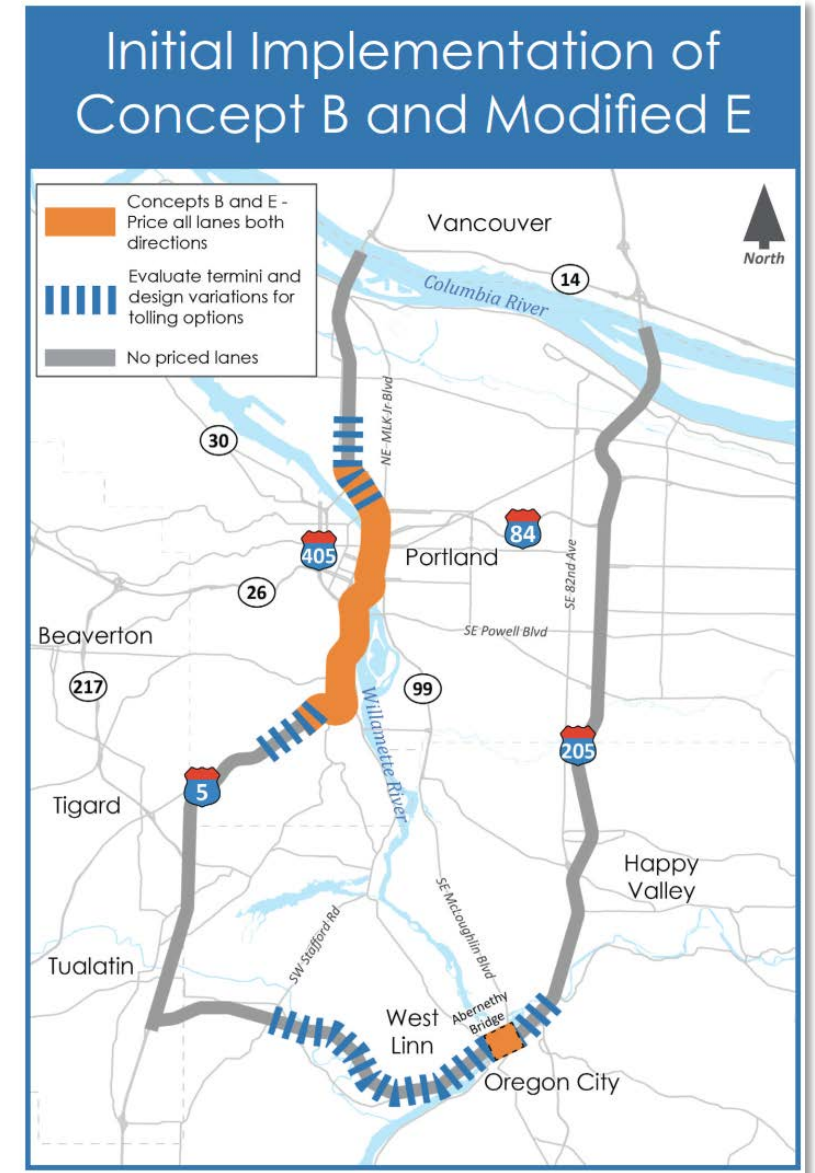
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Recommendations

- Do not implement Priced Lane Concepts A or D
- **Implementation of Concept B as pilot pricing program, coupled with performance monitoring to evaluate success**
- **Consider implementation of Concept E concurrent with Concept B**
- After assessing performance of initial pricing project (assuming successful evaluation), consider implementation of **Concept C in phases with comprehensive system analysis**
- Develop mitigation strategies for low-income and adjacent communities

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Oregon Toll Program

LUCINDA BROUSSARD, ODOT



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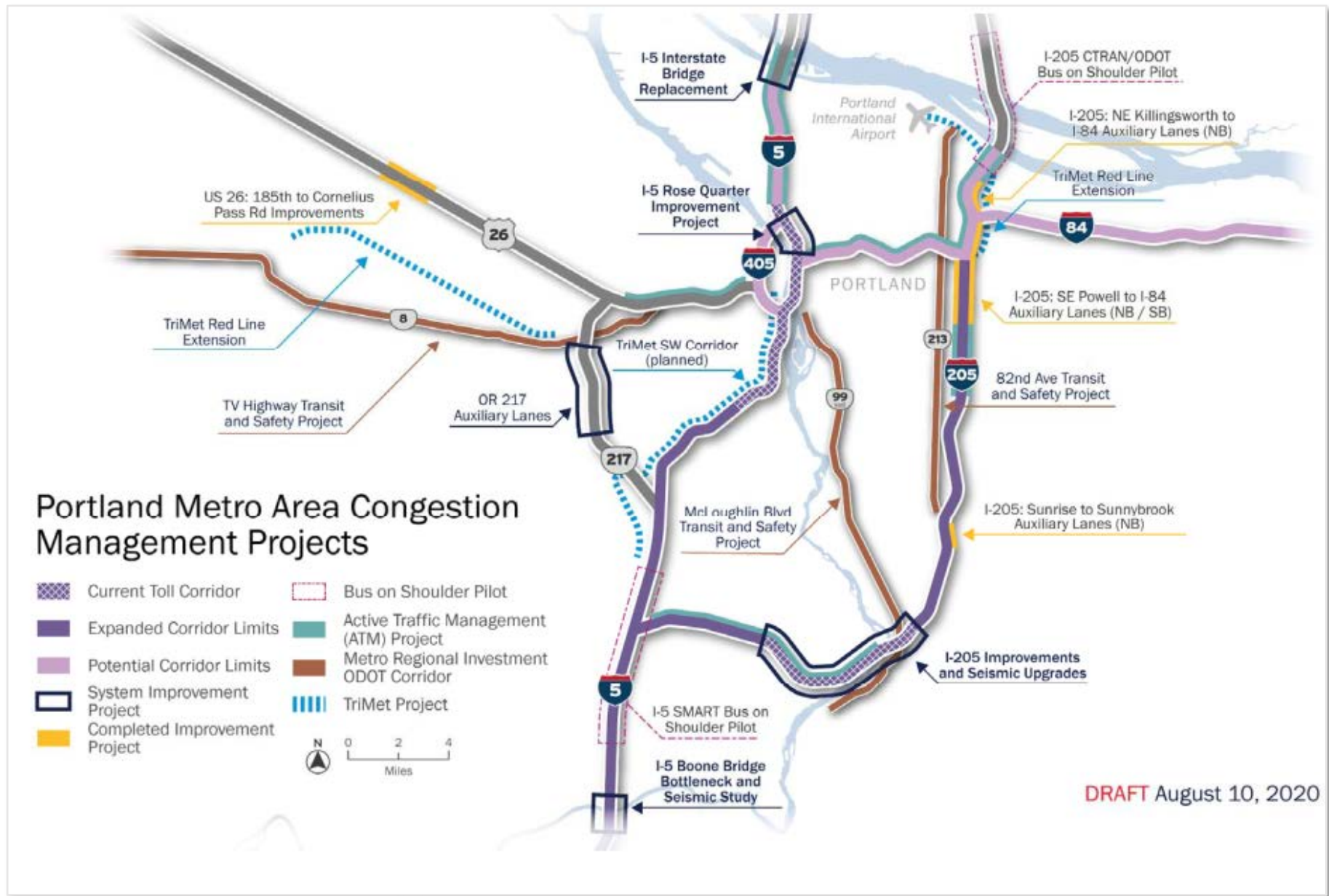
Oregon Toll Program

- Systemwide approach starting with I-205 and I-5 Toll Projects
- One tool for regionwide congestion management
- All electronic tolling:
 - ❌ No toll booths
 - ❌ No stopping



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I-5 and I-205 Toll Projects

What is a toll and why use it?

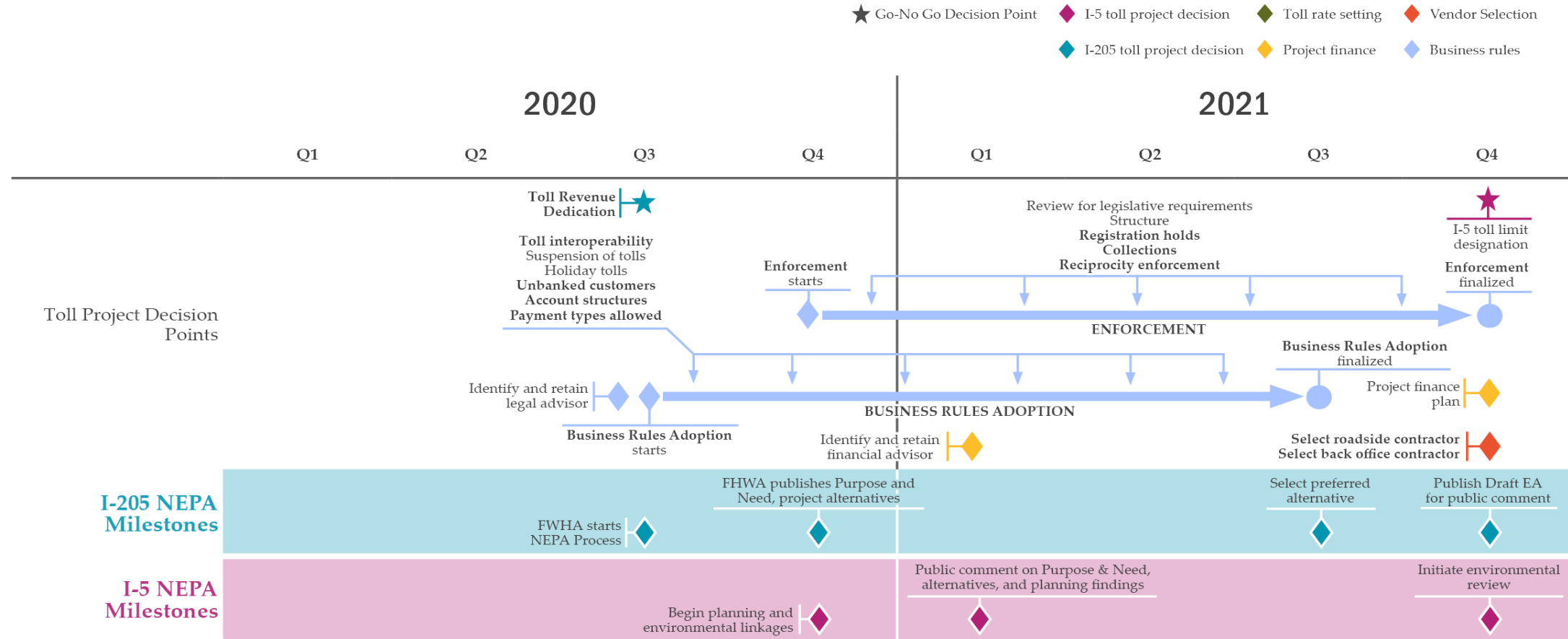
- A toll is a fee for those who use the road
- Tolls raise revenue
- Tolls can reduce congestion



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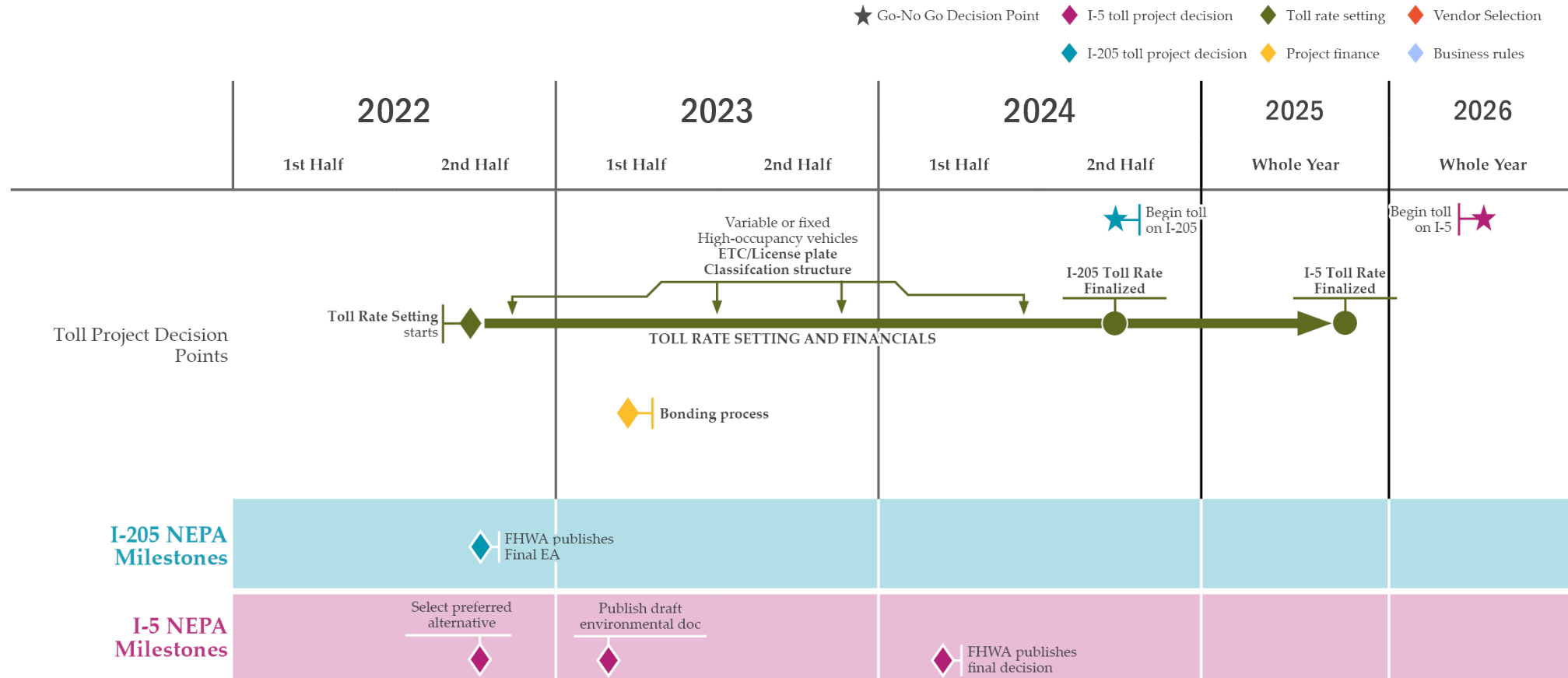
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Oregon Toll Program Decisions and Process



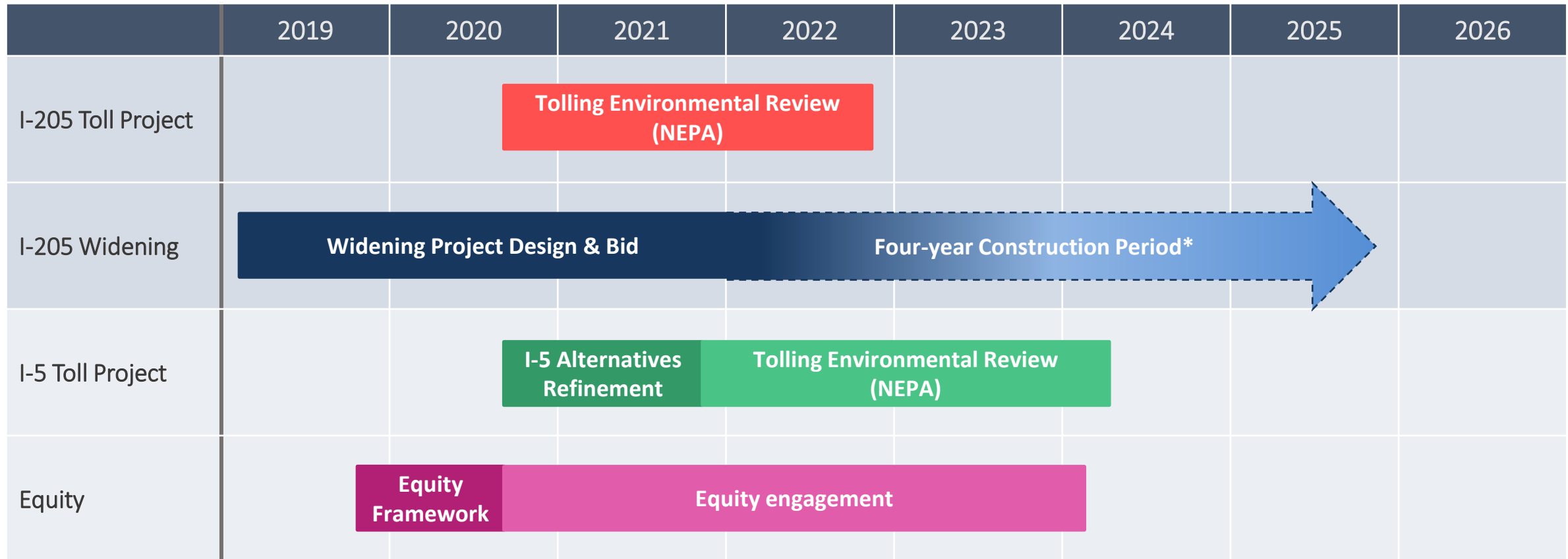
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Oregon Toll Program Decisions and Process



I-5 and I-205 Toll Projects

I-5 and I-205 Projects Schedule

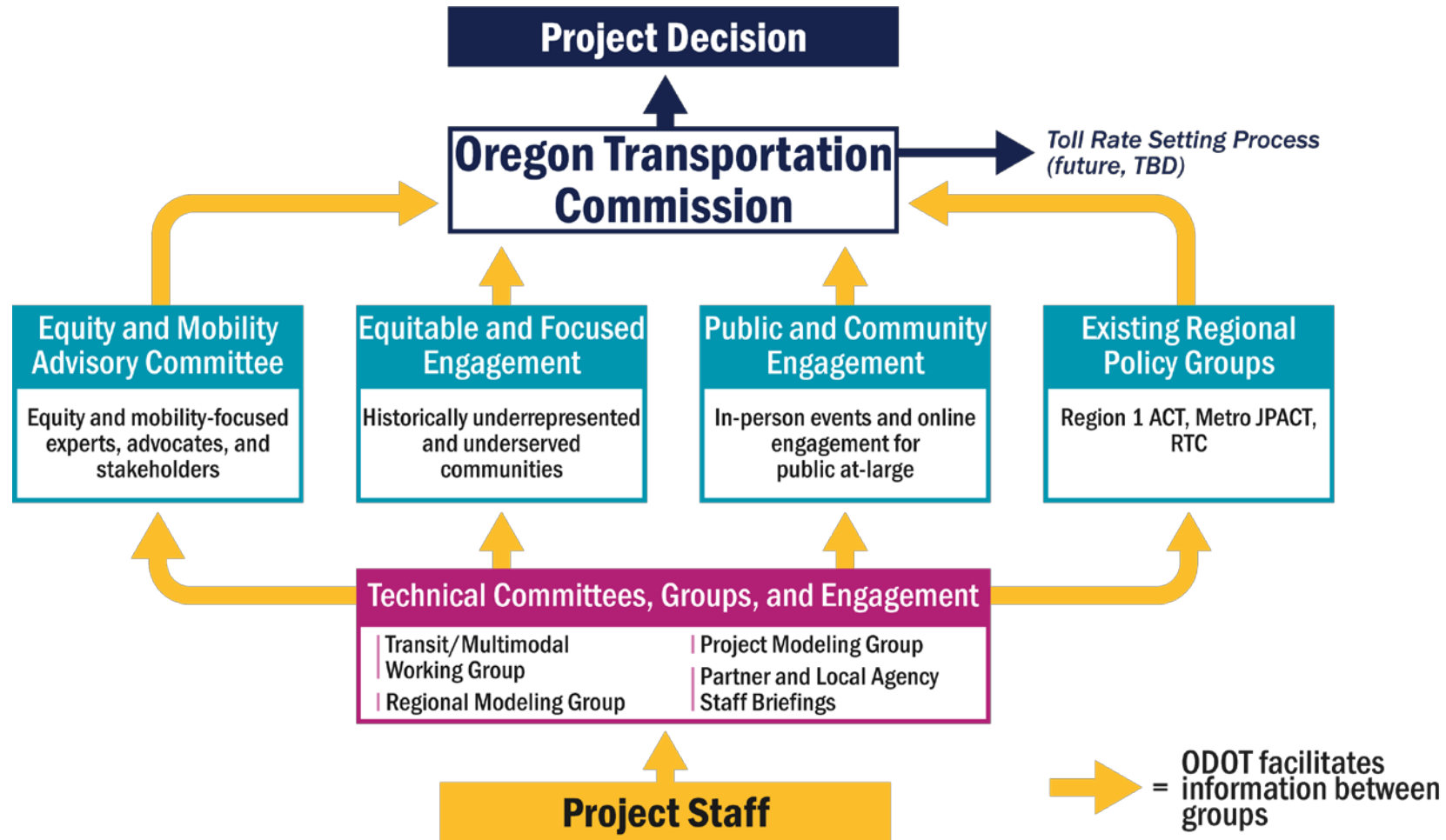


*Construction start dependent on funding availability.

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OTC Policy Decisions



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Equity in Toll Projects

LUCINDA BROUSSARD



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Equity is guiding our work

Goal

- Create better solutions for those historically and currently underrepresented and underserved

How

- Collaborating with community partners
- Developing an Equity Framework
- Formed Equity and Mobility Advisory Committee



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Equity and Mobility Advisory Committee

- Advise Oregon Transportation Commission and ODOT
- Ensure decisions and process are grounded in the equity framework
- Provide input on mobility and equity strategies

Given where we are in the world, at this moment, how do the demonstrations relate to the work of this committee?

Can tolls be equitable? Or, what would equitable tolls look like?

What are the historic injustices that ODOT has committed against communities of color, Albina specifically, and others in general?



How can tolls create benefits for everyone? What would that look like?

How does current transportation policy contribute to inequitable outcomes?

Are there questions / concerns / needs / fears that must be addressed in order for you to effectively work on this committee?

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Equity and Mobility Advisory Committee (EMAC)

Abe Moland Clackamas County Health and Transportation

Amanda Garcia-Snell Washington County Community Engagement

Bill Baumann Human Services Council

Diana Avelos Leos League of United Latin American Citizens
Latino Youth Conference

Dr. Philip Wu Oregon Environmental Council

Dwight Brashear SMART

Eduardo Ramos At-large member City of Tigard, lives in Clark County

Fabian Hidalgo Guerrero Causa

Germaine Flentory Beyond Black/Play, Grow, Learn

Ismael Armenta At-large member Oregon Walks

James Paulson WorkSystems Inc Board

John Gardner TriMet

Kari Schlosshauer At-large member Safe Routes Partnership

Michael Espinoza Portland Bureau of Transportation

Park Woodworth Ride Connection

Christine Moses | EMAC Facilitator

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www.OregonTolling.org

Project Updates

LUCINDA BROUSSARD, ODOT

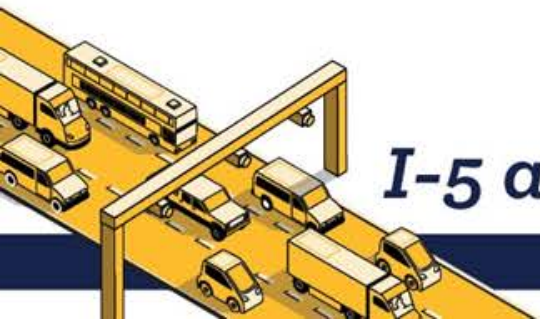
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Project Updates and Activities

- Outreach to community organizations
- Orientation for engagement liaisons
- Regular communications
 - E-news and news releases
- Equity and Mobility Advisory Committee
- Briefings to local and regional jurisdictions
- Regional Modeling Group – data share



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What We've Heard About Tolls Over the Last 3 Years

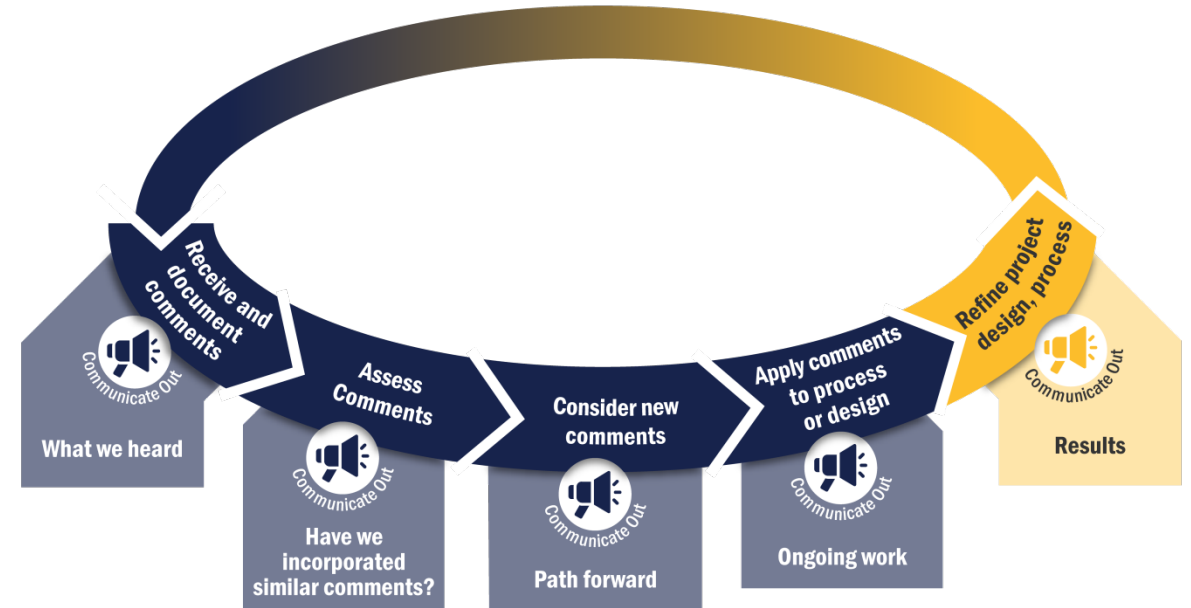
- Tolls must be implemented equitably, including where and how revenue is used
- Questions about operation and effectiveness of modern toll systems
- Opinions about the need for roadway and transportation system expansion
- Tolls are not equitable across all income levels
- Transit service along the I-205 corridor is not robust enough to afford residents of northwest Clackamas County another travel option as an alternative to driving
- Tolls will create additional diversion into communities along the I-205 Corridor
- Concerns about how local trips that use I-205 will be treated



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What Happens to the Input Received – Feedback Loops



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I-5 and I-205 Toll Projects NEPA

JENNIFER RABBY, WSP



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I-5 Toll Project: Planning and Environmental Linkages

Define questions to be answered during Planning and Environmental Linkages

- North and south toll endpoints
- Alternatives for environmental review

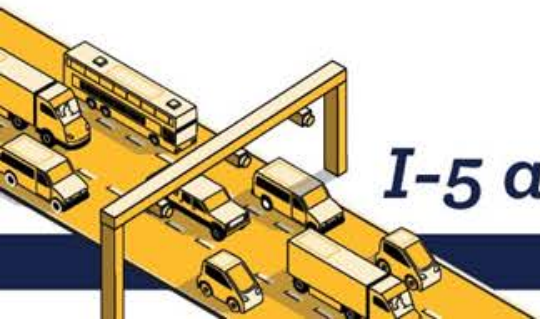
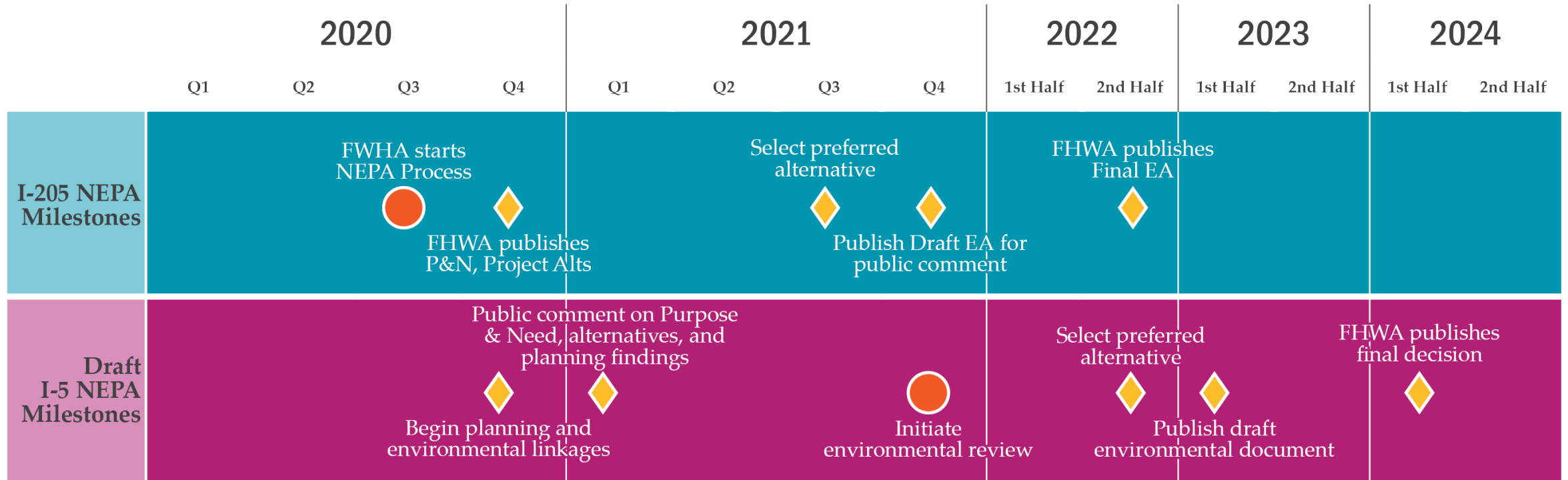
Public and stakeholder engagement

- Fall 2020
- Equity and Mobility Advisory Committee
- Focused outreach to underserved and underrepresented communities



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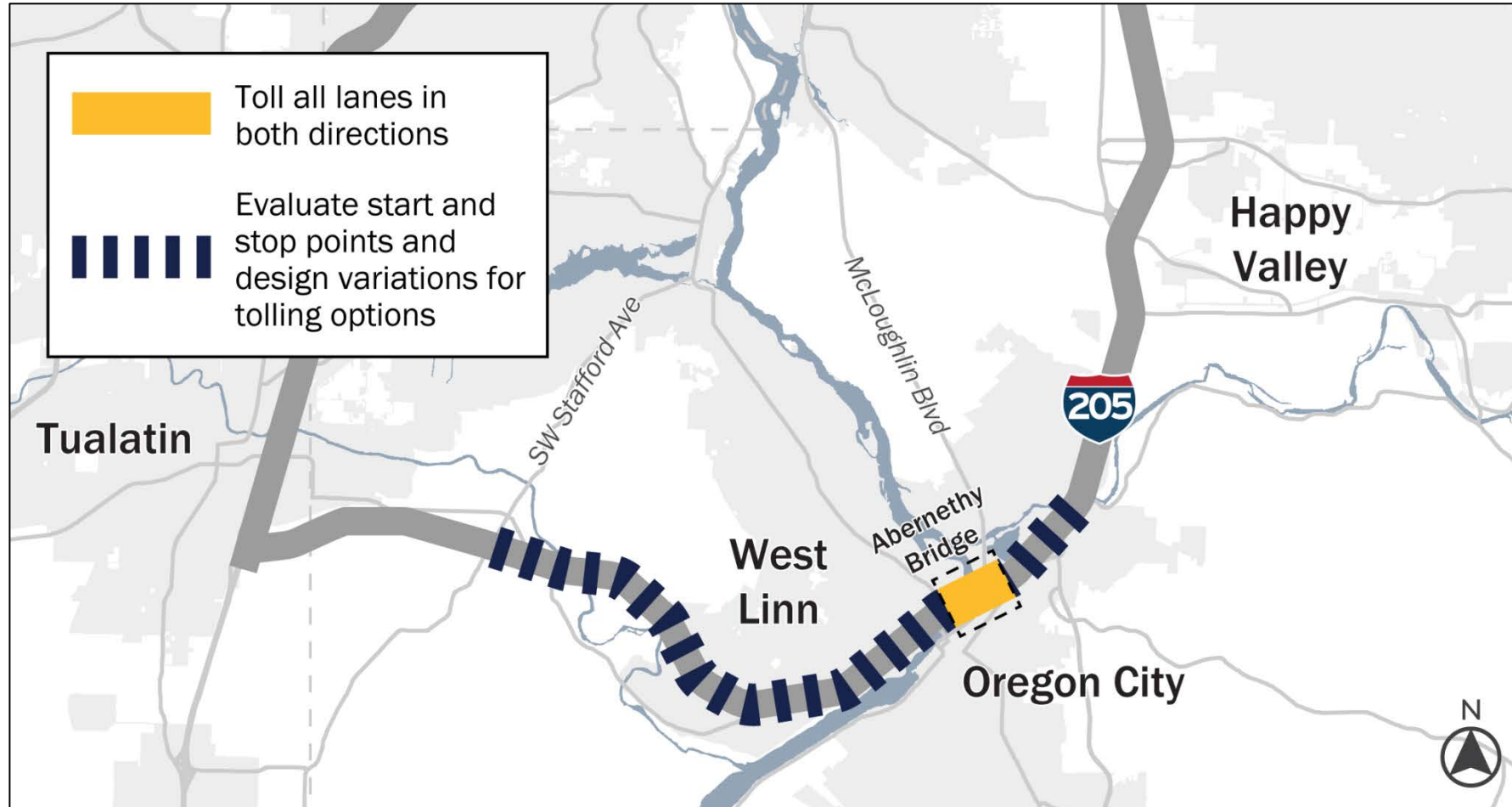
I-5 and I-205 NEPA Milestones



I-5 and I-205 Toll Projects

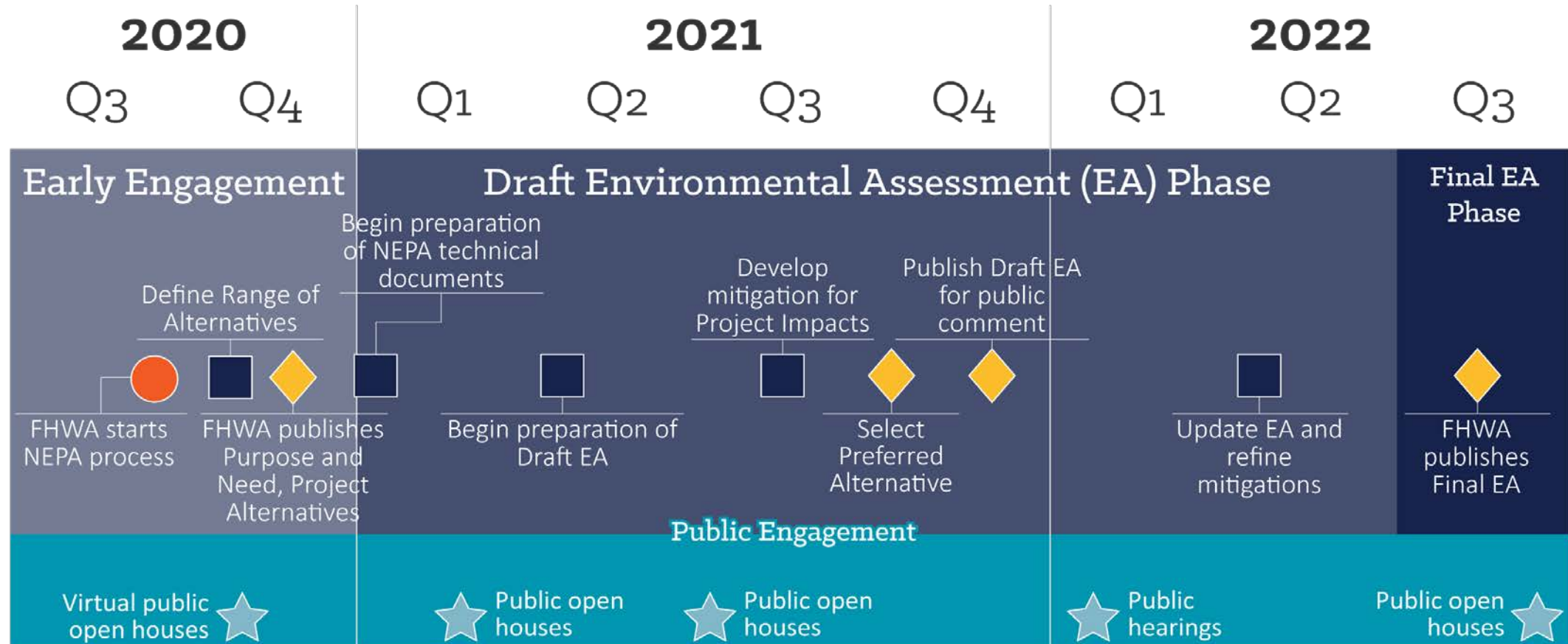
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I-205 Project Area



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I-205 Toll Project: Project Milestones



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I-205 Toll Project Stakeholder and Community Engagement

45 day public comment period
August 3 – September 16, 2020

Desired Outcomes

- Obtain feedback on the Range of Alternatives for environmental review
- Obtain feedback on the purpose and need
- Increase awareness of toll systems (purpose, operations and benefits)
- Share information about how results of Feasibility Analysis informed I-205 Toll Project and ODOT's approach to equity



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I-205 Purpose and Need, Goals and Objectives

JENNIFER RABBY, WSP



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Purpose and Need Statement



What is it?

A concise statement of the transportation problem or challenge that needs to be addressed



How it's used

Foundation for determining the range of alternatives to be considered in the environmental review

Limits the range of alternatives - any alternative that fails to meet the project's purpose and need is dismissed from further consideration (pass/fail)



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Goals and Objectives



What are they?

Desirable outcomes of the project beyond the Purpose and Need Statement



How they are used

Comparison and evaluation of alternatives studied in the environmental analysis

Develop qualitative and quantitative measures



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Project Purpose

- **Manage congestion** on I-205 between Stafford Road and OR 213
- **Raise revenue** to fund congestion relief projects



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Equity and Purpose Statement

ODOT is centering equity for the decision process and outcomes

- Equity and Mobility Advisory Committee is guiding equity approach through recommendations

Goals and Objectives: *Equity focused goals and objectives*

- Leads to evaluation criteria and performance measures

Purpose: *Transportation focused used to narrow potential set alternatives to a reasonable range for thorough analysis*

- Must be very specific, given legal precedents



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Project Need



Regional

- 20.1% vehicle hours of delay increase (2015 – 2017)
- 13.4% hours of congestion increase (2015 – 2017)
- Portland metro region is expected to grow – 2.5 million residents in 2018 to over 3 million in 2040 (23%)
- Freight tonnage movements projected to double by 2040
- *Greenhouse gas (GHG) emissions from vehicles represent 39% of statewide emissions (2016)*
- *Governor's Executive Order to reduce GHG emissions 45% below 1990 levels by 2035*



I-205 Stafford Road to OR 213

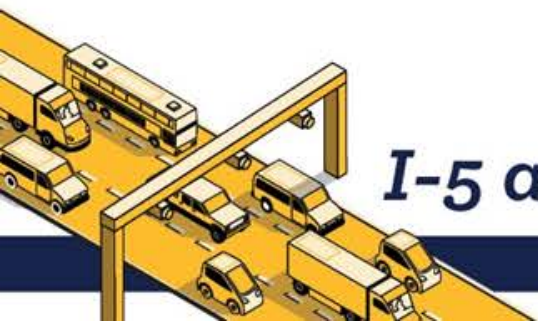
- More than 6 hours of congestion daily (2017)
- Northbound direction is top reoccurring bottleneck during p.m. commute



Funding needed for congestion relief projects

- Available funding not keeping pace with need
- I-205 Improvements Stafford Road to OR 213 Project, including Abernethy Bridge

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Goals and Objectives

Provide equitable benefits for all users

- Engage and understand populations who have been historically or currently underserved and underrepresented or negatively impacted by transportation projects
- Engage harder to reach communities
- *Maximize benefits, minimize burdens*
- Equitable and reliable access to jobs, *important community places*
- *Equitable and reliable access to health care facilities and health-promoting activities*

Limit additional traffic rerouting

- Toll system design to limit rerouting from tolling
- Toll system design to limit additional noise

Support safe travel regardless of mode

- Reduce congestion
- *Ensure multi-modal travel is not less safe on roadways affected by tolling*

Improve air quality and contributions to climate change

- Reduce vehicle air pollutants and GHG emissions
- *Reduce localized air pollutants*

Support multi-modal transportation choices

- Transit, telework, ridesharing, and infrastructure
- *Increase access to a variety of transit service providers*

Support regional economic growth

- Reliable movement of goods and people

Support travel demand management

- Efficient use of infrastructure

Maximize integration with future toll systems

- Toll system design

Maximize interoperability with other systems

- Toll system design

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I-205 Screening Alternatives Analysis Results

MAT DOLATA, WSP



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Alternatives Analysis Framework for I-205

Feasibility Analysis: 1 alternative advanced for I-205

→ Concept E can manage traffic and generate revenue on I-205

Initial Screening (Range of Alternatives): 5 alternatives

→ Are there toll configurations that have better outcomes?

→ 2027 using Metro's regional travel demand model

Environmental Review: 2 or 3 alternatives for detailed study

→ What are impacts of the alternatives and is mitigation needed?

→ 2040 using more refined tools

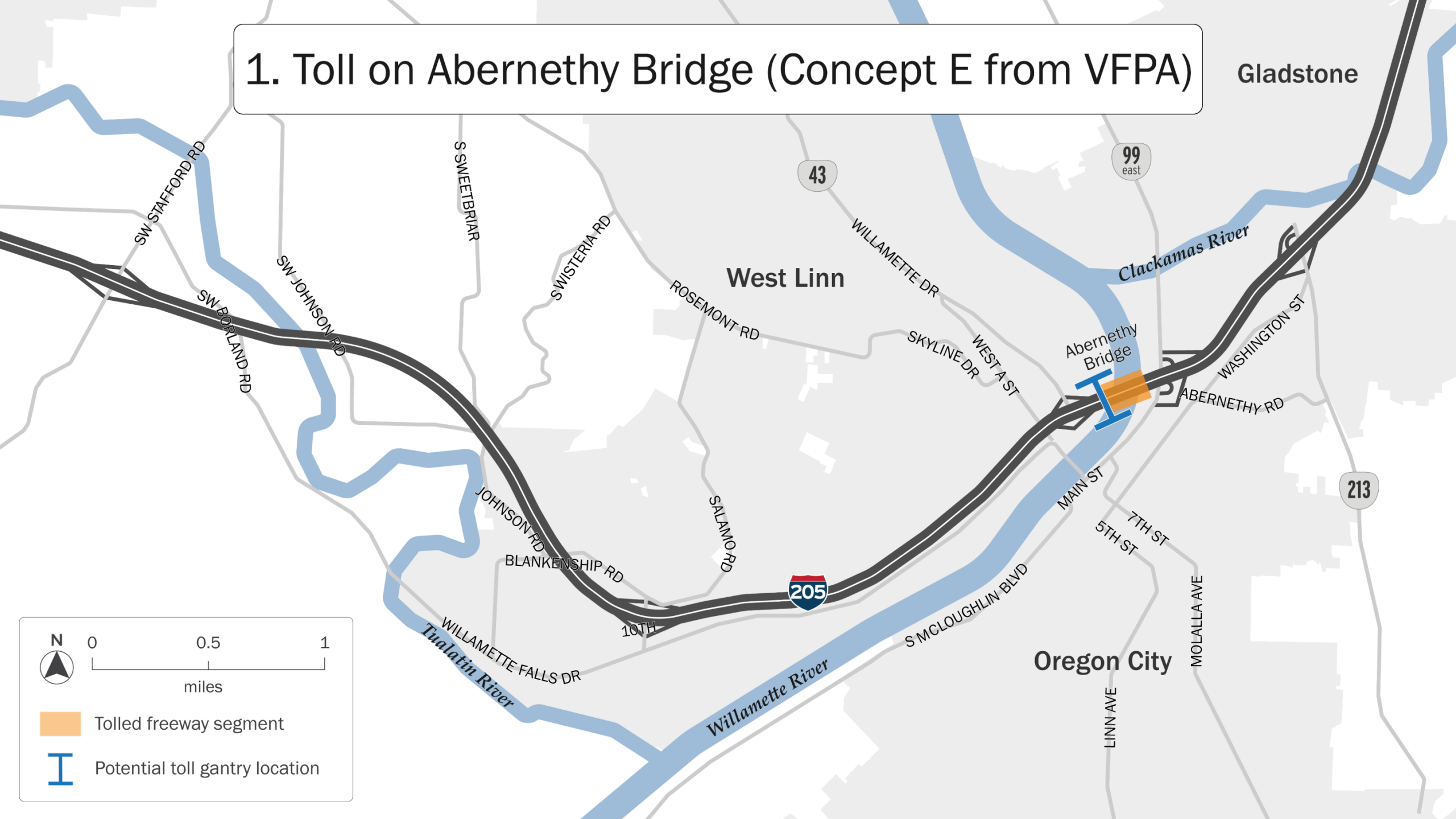
Preferred Alternative: 1 alternative

→ Refine project and identify impacts and mitigation

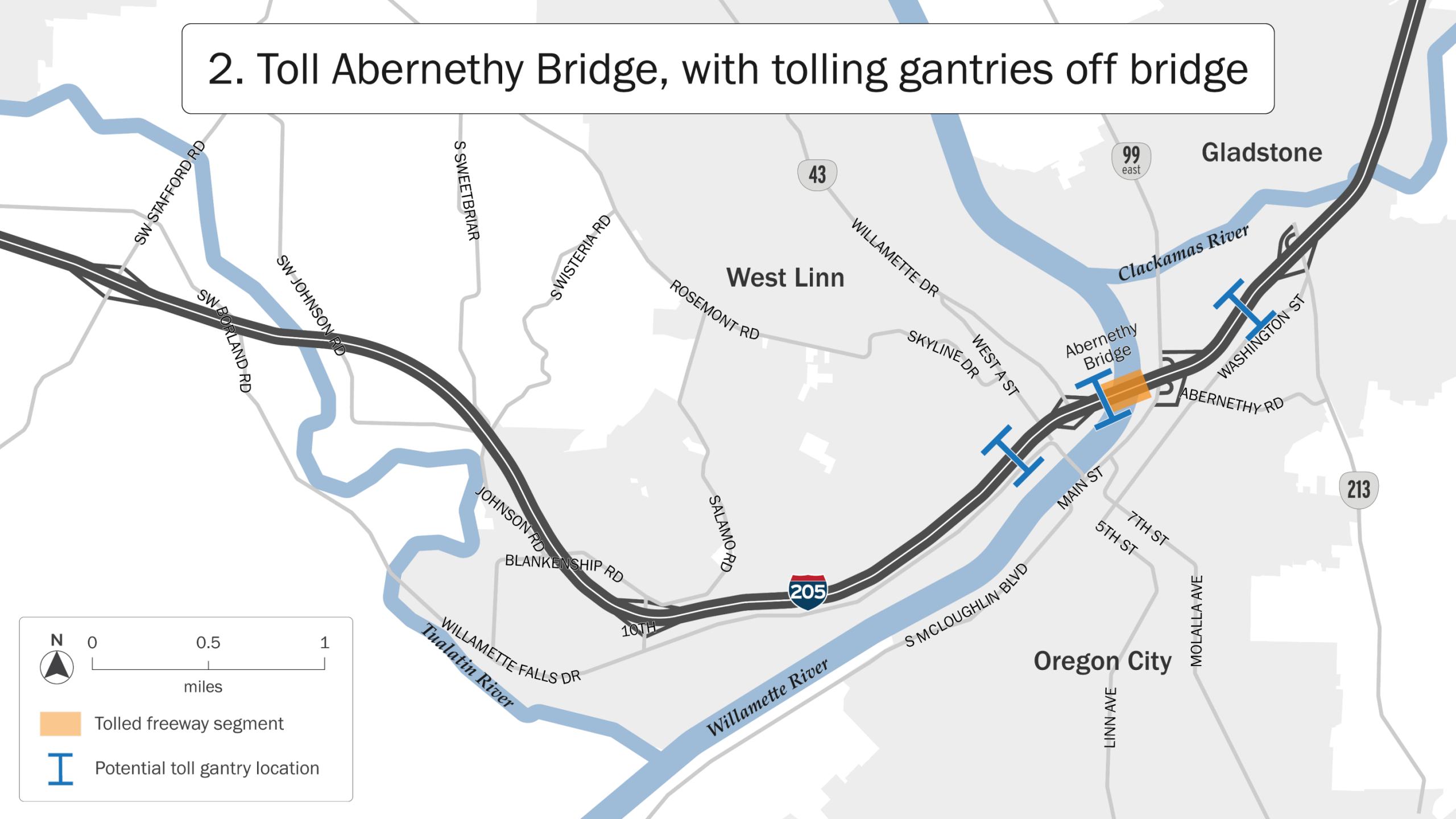


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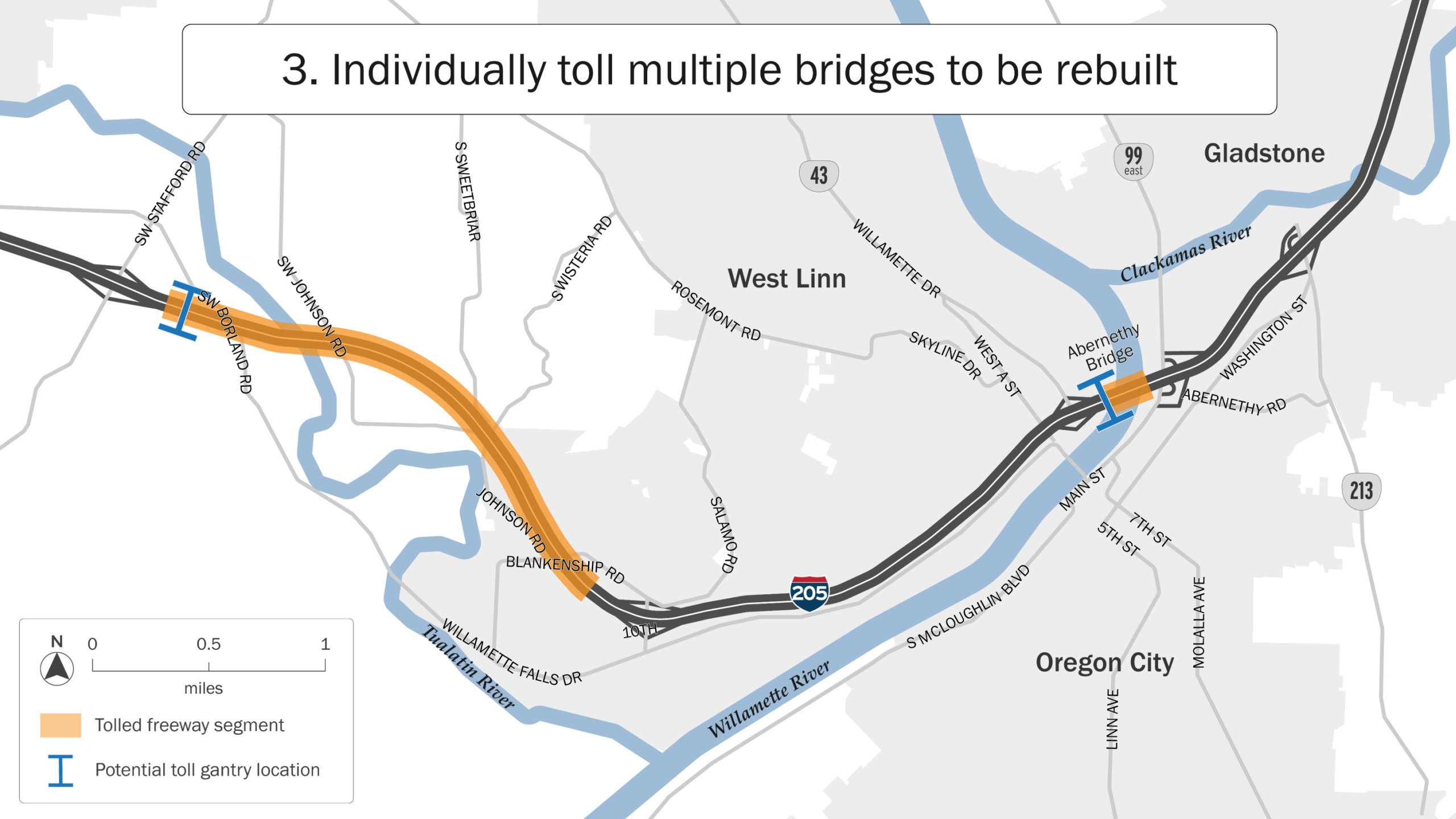
1. Toll on Abernethy Bridge (Concept E from VFPA)



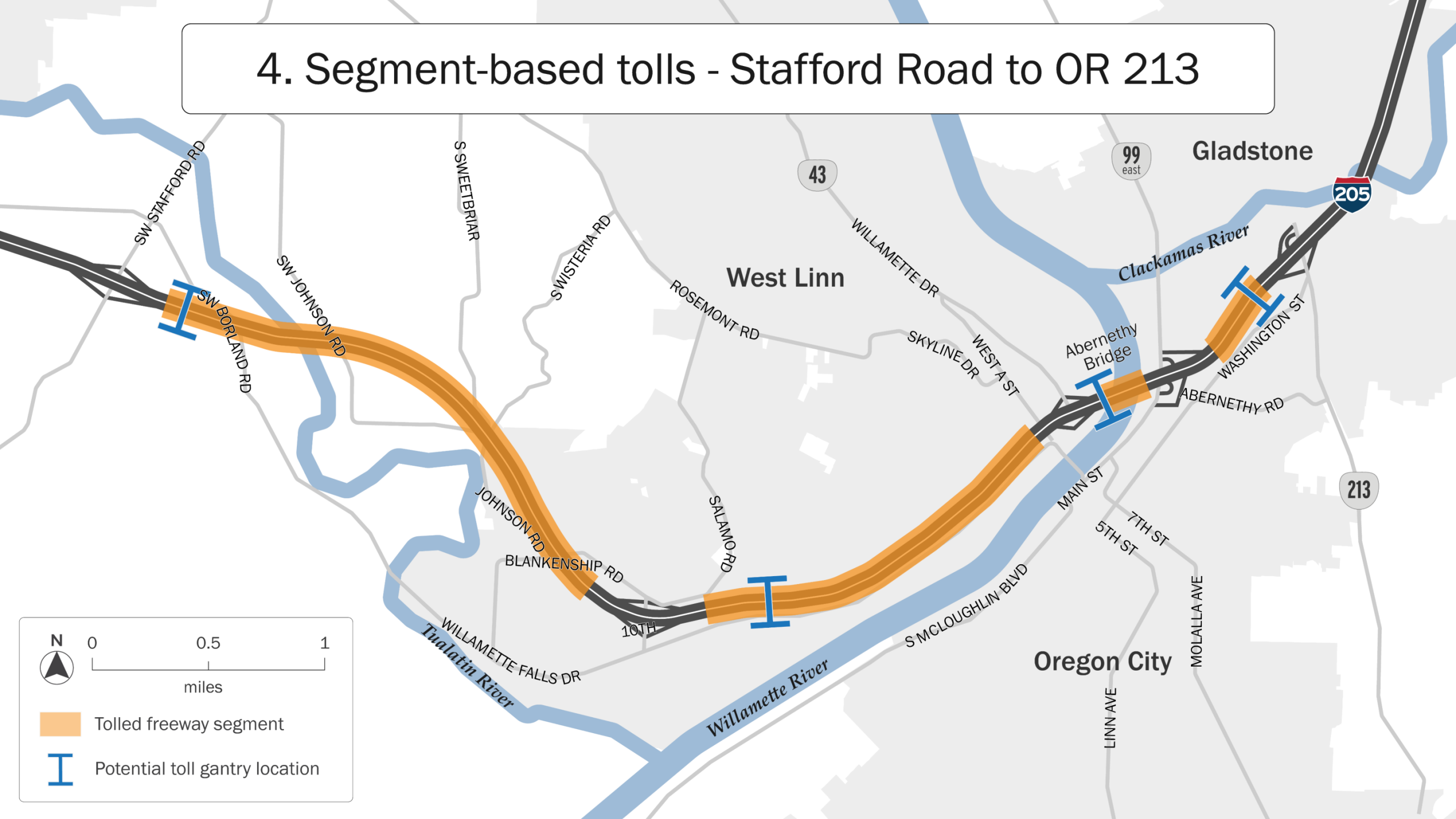
2. Toll Abernethy Bridge, with tolling gantries off bridge



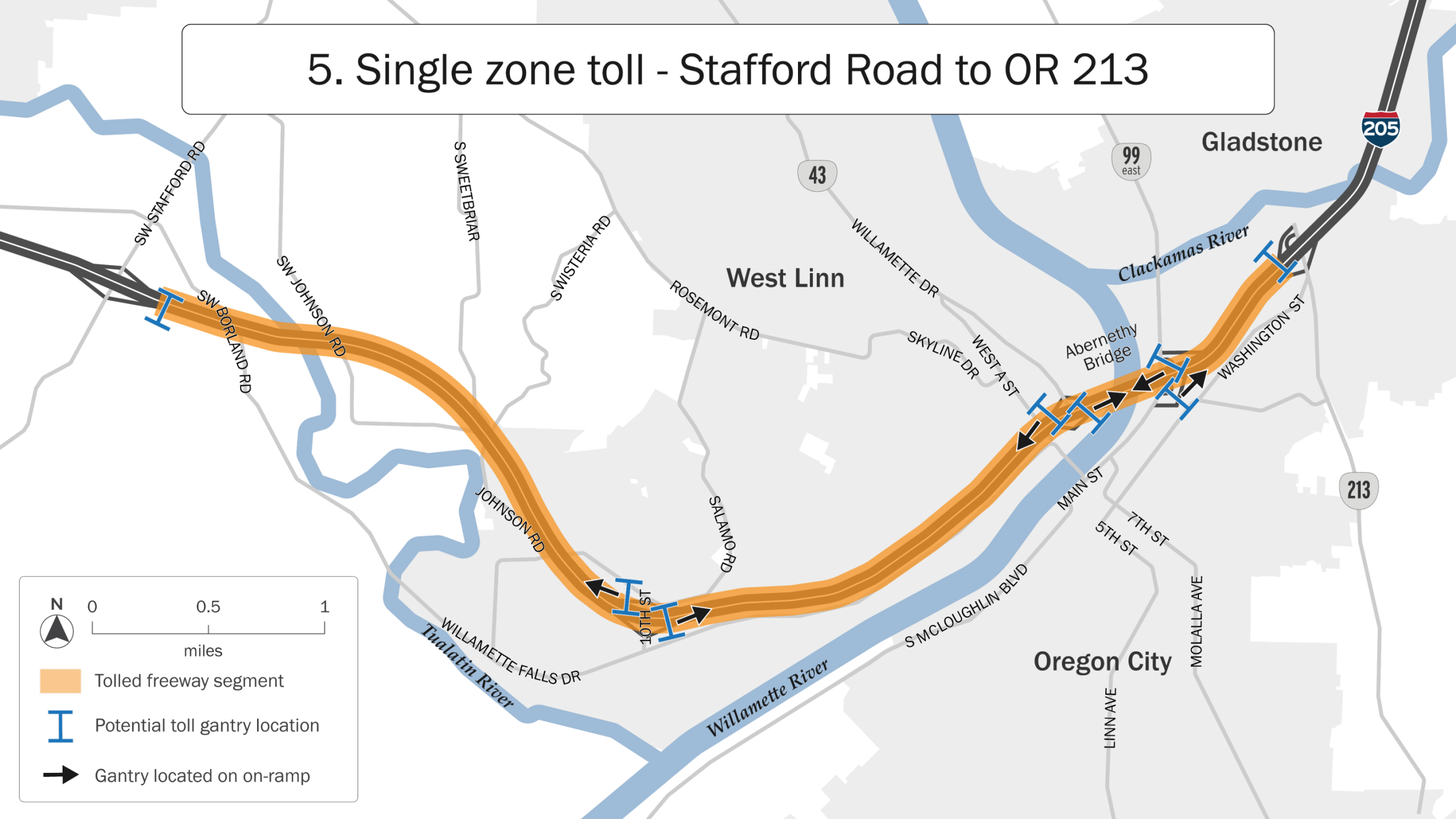
3. Individually toll multiple bridges to be rebuilt



4. Segment-based tolls - Stafford Road to OR 213



5. Single zone toll - Stafford Road to OR 213



Performance Measures



What are they?

The measureable data that will be reported out in the Environmental Assessment



How they are used

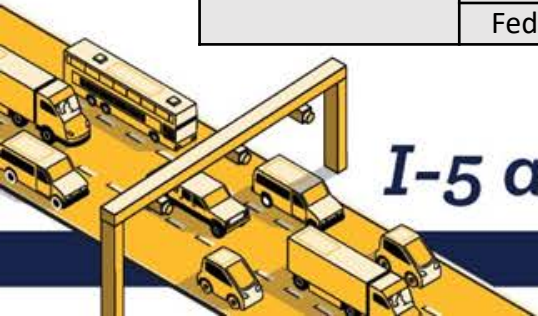
- Evaluate performance on the goals and objectives
- Compare impacts and benefits across alternatives
- Evaluated for each discipline area
- Reported out in the Environmental Assessment



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Performance Measures for Screening Alternatives

Category	Evaluation Criteria	Performance Measures
Transportation System Demand	Change in regional system vehicle travel demand and performance	Regional vehicle miles traveled (VMT) for freeway and non-freeway travel Regional vehicle hours traveled (VHT) for freeway and non-freeway travel
I-205 Traffic	Change in vehicle throughput on I-205	Vehicle throughput on I-205 segments between Stafford Road and OR 213
Diversion Effects	Mode shift to high-occupancy vehicles (HOV), transit and active transportation, bus, pedestrians, and bike	Regional person trips by mode
	Change in volume on non-tolled roads (rerouting)	Qualitative level of rerouting
		Change in average weekday daily traffic volume on selected major roadways
Cost and Revenue	Adjusted gross toll revenue collected	Annual gross toll revenue less estimated revenue leakage in 2027
	Toll operations and maintenance costs	Cost associated with toll collections (roadway equipment maintenance, back office systems software, customer service center operations, banking fees, financial reporting, and management / administrative activities)
	Net toll revenues	Adjusted gross toll revenue collected less toll operations and maintenance costs and highway operations and maintenance costs
	Initial toll system capital and procurement costs	Capital costs associated with implementing the physical toll infrastructure and procuring toll vendor services
Implementation and Operations	Difficulty of implementation	Qualitative – Relative effort associated with implementation
	Operational Flexibility	Qualitative – Ability to react to differing traffic conditions in the Project vicinity
	Scalability to a future tolling system	Qualitative – Potential to integrate with future tolling system including other regional roadways
	Federal program eligibility	Qualitative – Eligibility under current federal tolling authority



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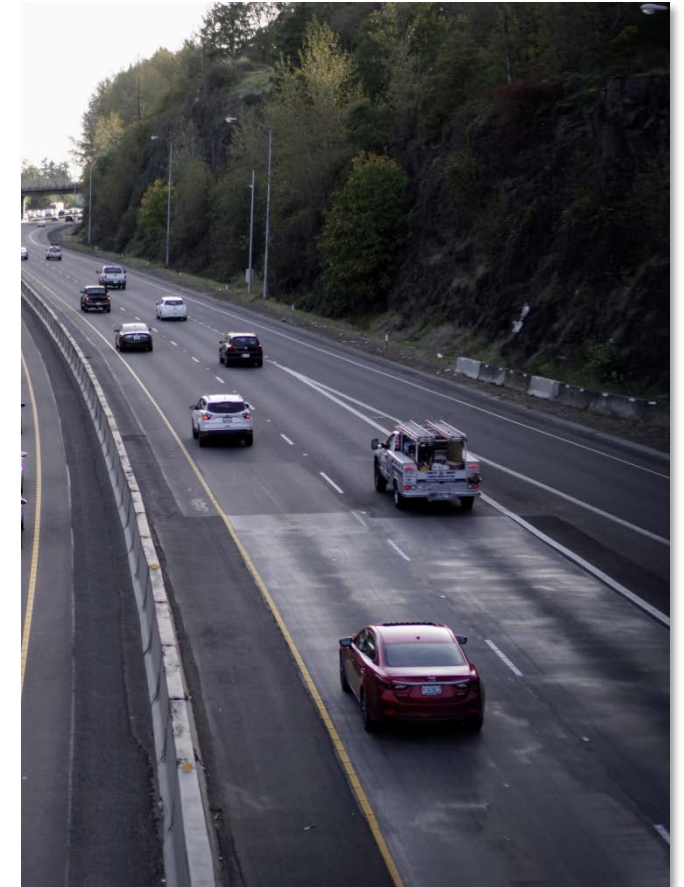
Model Results: Changes in I-205 Traffic

Tolled sections of I-205 would see less overall traffic volume compared to 2027 No-Toll scenario

- Daily volume decrease 15% to 35% – primarily due to diversion off I-205 to non-tolled routes
- Diversion (off I-205) is more severe during the off-peak hours – much less during peak hours

Less diversion immediately outside of I-205 toll area

- Daily volume decrease 10% to 20% east of corridor between I-5 and Stafford Road
- Daily volume decrease 5 to 10% north of 82nd Drive



Screening analysis model scenario results for 2027

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Model Results: Diversion & Rerouting off I-205

Where does I-205 traffic divert to?

Rerouting to other roadways

- Regional highways and major routes
- Local routes – near tolled area

Transportation demand management

- Change time of day
- Change destination
- Shared ride
- Use transit

Would demand change?

- Fewer drive alone vehicle trips
- More shared ride trips (4,000 – 5,000 additional trips per day)
- Small shift to transit (fewer than 500 additional transit trips).
- No significant shift from autos to bikes, walking
- Fewer cars on roads and less time spent driving overall in the region

Screening analysis model scenario results for 2027



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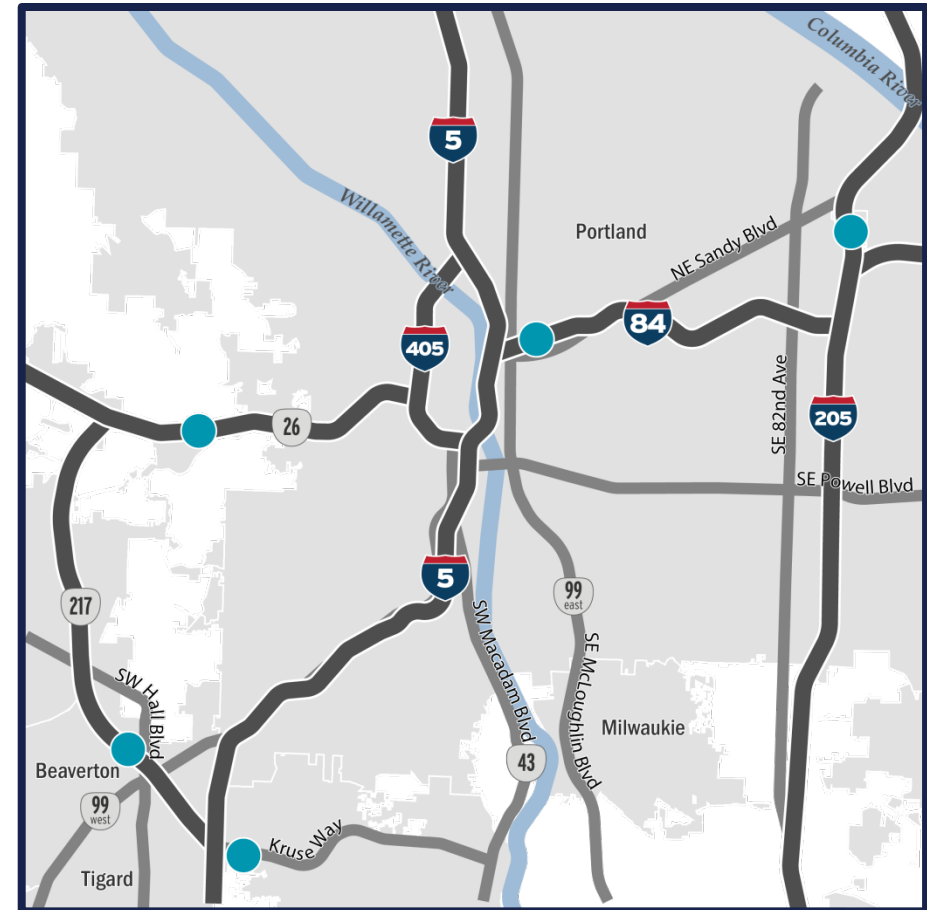
Trip Diversion to I-5 and Other Highways

I-5 Diversion

- Relatively minor shift to I-5 (0% to 5%)
- Some decrease in trips on I-5 south of the I-5/I-205 split (-2% to -5%)

Other Highways

Minor shift to/from other -5% to +2% on I-84, OR-217, US 26.



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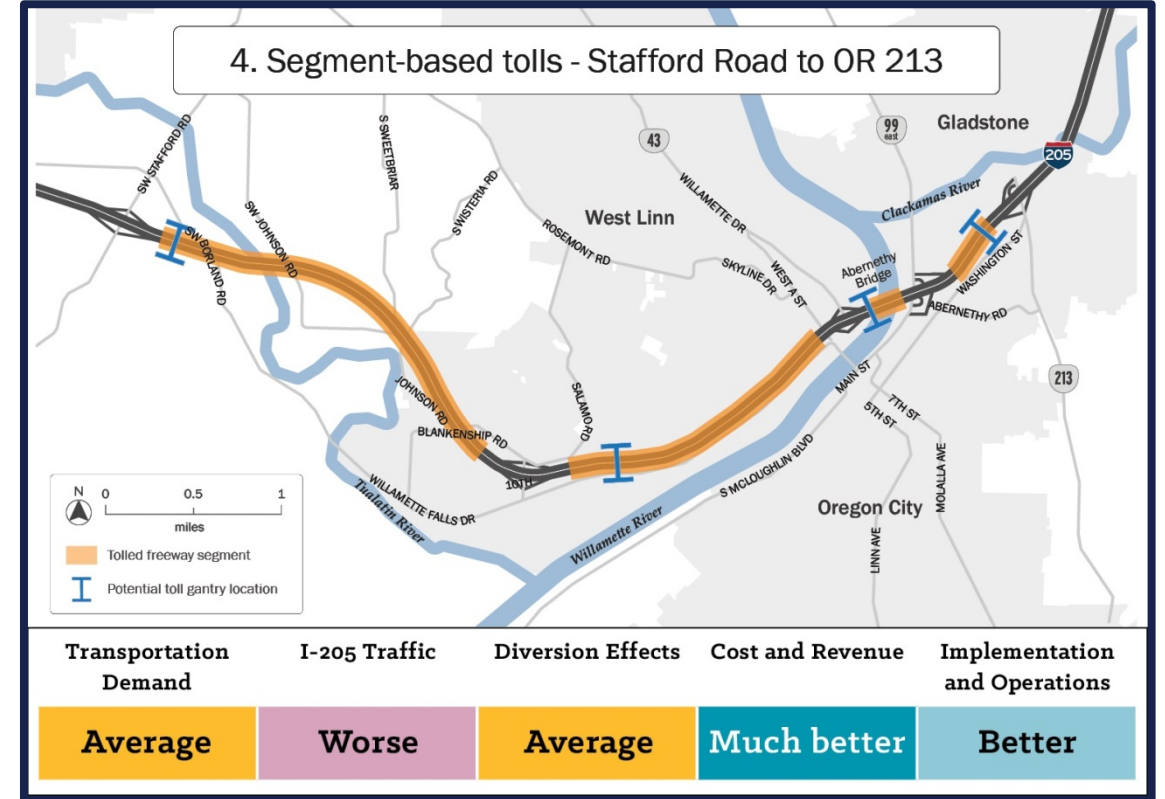
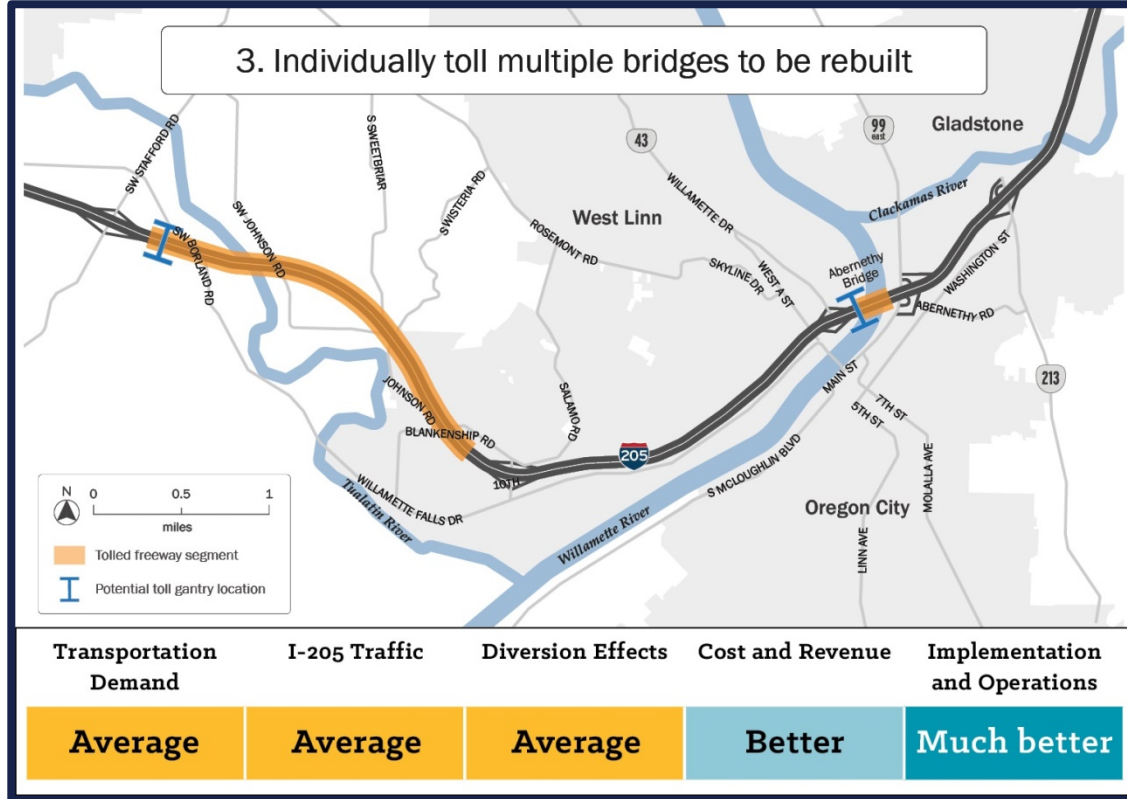
Performance Comparison Summary

	Transportation Demand	I-205 Traffic	Diversion Effects	Cost and Revenue	Implementation and Operations
Alternatives 1& 2	Worse	Average	Average	Worse	Average
Alternative 3	Average	Average	Average	Better	Much better
Alternative 4	Average	Worse	Average	Much better	Better
Alternative 5	Better	Better	Average	Average	Much worse



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Initial Recommendations for Further Study



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What's Next?

LUCINDA BROUSSARD, ODOT

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Have your say!

Online open house and online survey (English and Spanish)

- www.OregonTolling.org

Webinars

- ✓ August 12: Noon-1pm
- ✓ August 18: 4-5 pm
- ✓ August 20: 6:30-7:30 pm

Submit comments

- Email: oregontolling@odot.state.or.us
- Voicemail: 503-837-3536



I-5 and I-205 Toll Projects



Contact Information

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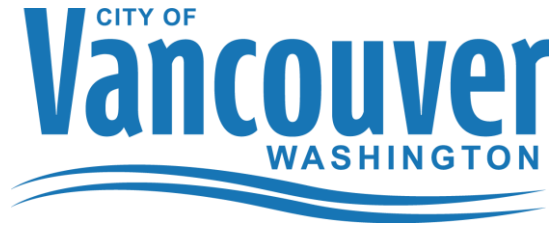
Mat Dolata, Alternatives Analysis Lead (WSP)

Mat.Dolata@wsp.com

503.417.9364



I-5 and I-205 Toll Projects



June 29, 2018

Mr. Sean O'Hollaren
Mr. Alando Simpson
Co-Chairs of the Portland Area Value Pricing Advisory Committee
Oregon Department of Transportation Region 1
123 NW Flanders Street
Portland, OR 97209

Ms. Tammy Baney
Chair, Oregon Transportation Commission
355 Capital Street NE
MS 11
Salem, OR 97301-3871

RE: Portland Metro Area Value Pricing Feasibility Study

Dear PAC Co-Chairs and Chair of the Oregon Transportation Commission,

The Vancouver City Council recognizes the significant impacts of highway congestion on the bi-state region. Our Council embraces the need for policymakers and agencies to work together to fund and implement improvements to the bi-state regional transportation system, including bottleneck removal and operational and multi-modal enhancements. Given the significant costs of any mitigation strategy, the Vancouver City Council is compelled to advocate on behalf of our residents for fair and equitable solutions. The current value pricing proposal under consideration will have substantial impacts on commuters from around the Portland-Vancouver Metropolitan region. For the Vancouver City Council to accept a value pricing proposal, it must provide equitable distribution of both impacts and benefits and reflect the following principles:

Regional Analysis of the Bi-State Transportation System

Coordination with metropolitan area transportation and transit related agencies, including those in Southwest Washington, must be thoughtful and ongoing throughout the planning process for any long-term change to the regional, bi-state system.

- The current tolling proposals for I-5 (Concept B) and I-205 (Concept Modified E) will have impacts on the entire regional transportation system. The impact analysis for any tolling proposal must evaluate these system-wide impacts, and should not be limited to the areas directly adjacent to tolls. This should include local street systems and highways.

- A full analysis of the regional bi-state transportation system is required to understand potential future impacts of a priced regional system (Concept C or other future options). In Oregon, this analysis must include I-84, I-405, OR-26 and OR-217, as well as all regionally significant bottlenecks, including the Interstate 5 Bridge.
- This analysis must be conducted prior to implementation of a priced system concept (Concept C or other future options), and should be the basis for determining what roadways are included in it.

Regional Mitigation

The mitigation strategy for any congestion pricing project must consider the entire regional system, be equally applicable in both Oregon and Washington, and include all impacted local street systems and highways. All impacts, both direct and indirect, must be addressed by mitigation strategies that are proportional to the impact.

- Low-income residents of SW Washington must be able to access, without additional burden, discounts or subsidies that are established as part of any tolling program.
- Mitigation strategies that focus on increased transit must apply throughout the bi-state region.

As the only transit provider that operates in both Oregon and Washington, C-TRAN will be a key partner in providing enhanced service and expanded transportation options.

- In relation to transit, ODOT staff have indicated that tolling revenues may be used to support capital improvements but cannot fund expanded transit service and operational costs.
- Prior to implementation of any value pricing concept, regulatory barriers to using tolling revenues to fund transit operations, and geographic limitations on where funding can be directed, must be remedied.

Regional Project Implementation

Tolling revenues should be used to address capacity issues throughout the bi-state region, including regionally significant bottleneck projects, transit enhancements and other multi-modal improvements. We support capacity improvements that benefit the people who pay the toll.

- In order to ensure that benefits are distributed equitably, improvements should be tied to the corridor where the revenue is generated.
- Increased transit options must be provided regardless of state of origin.
- Replacement of the Interstate 5 Bridge must be included in any discussion of bottleneck relief projects.
- Tolling revenues should be used to support capacity improvements identified in and consistent with adopted regional plans.

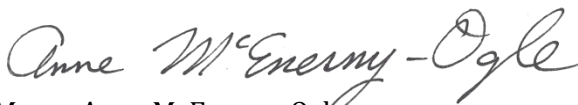
Regional Engagement

- The timeline for the Portland Area Value Pricing Feasibility Study was insufficient. In order to ensure that residents and policymakers throughout the region have the opportunity for meaningful participation, the next phase of the value pricing process must allow more time for analysis and feedback.
- The current value pricing proposal represents a significant change to our regional transportation system. Inevitable implementation glitches in a highly congested corridor could have crippling

effects on the entire system. Implementation of Concepts B and Modified E should include a high level of transparency, have comprehensive risk management strategies, and be phased to contain disruptions to small areas, with the most congested areas being transitioned last.

- The Oregon Transportation Commission must continue to engage with policymakers and constituencies in Southwest Washington.

Past bi-state planning and coordination has resulted in significant and equitably beneficial regional infrastructure improvements. The Vancouver City Council hopes our concerns are acknowledged and addressed and the implementation of value pricing is collaborative and equitable. This will allow future efforts to address regional transportation challenges, like replacing the Interstate 5 Bridge, to proceed in a positive, productive and expeditious manner.



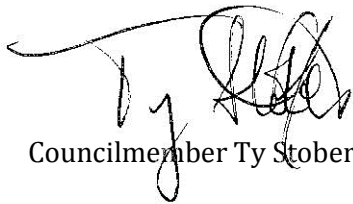
Mayor Anne McEnerny-Ogle



Mayor Pro Tem Bart Hansen



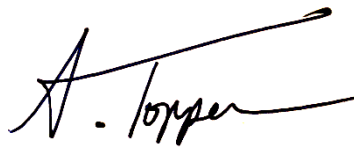
Councilmember Bill Turlay



Councilmember Ty Stober



Councilmember Laurie Lebowsky



Councilmember Alishia Topper



Councilmember Linda Glover

Transportation System Plan Update

VANCOUVER
CITY HALL



August 24, 2020

City Council Workshop

Rebecca Kennedy, Long Range Planning Manager
Jennifer Campos, Principal Transportation Planner

Presentation Overview

- Transportation System Plan Update
- Collision Dashboard Development
- Transportation and Mobility Commission Update

Transportation System Plan



How can we improve the system?

Our Signal System

Congestion and disruption in system operations increasingly is a point of critical concern within Vancouver. These issues are present on all systems, whether City, County, or State. In recent citywide surveys, traffic congestion has consistently ranked as one of the major quality of life concerns for residents. How we get to this place is clear - driving has increased and improvements to the roads to support that habit have not kept pace.

As stated previously, the transportation system supply has not kept pace with driving demand, and this issue cannot be resolved for a myriad of reasons. Over the next 20+ years, the City will not be able to keep pace with the demand for more road miles largely because, as a society, we are simply driving more - more often, more places, and longer distances. Even as driving continues to increase, it has become increasingly difficult to build roadways, largely as a result of citizen opposition, lower corridors for new roadways, and finally the high costs of building and maintaining roads.

Improvements to our signal system can improve how well we manage our existing facilities and will help us address future travel demands.

Intelligent Transportation Systems (ITS)

The City's recently developed Vancouver Area Smart Truck (VAST) strategy provides a detailed approach to integrating traffic signals and the road network. The VAST strategy recommends investments to upgrade the existing signal system equipment to the latest technology, which will allow more efficient traffic signal management. In addition, the strategy identifies partnering efforts among the regional transportation agencies to coordinate additional regional improvements. For more information regarding the City's Intelligent Transportation System (ITS) strategies, please see the Vancouver Area Smart Truck (VAST) Fiscal Technical Report.

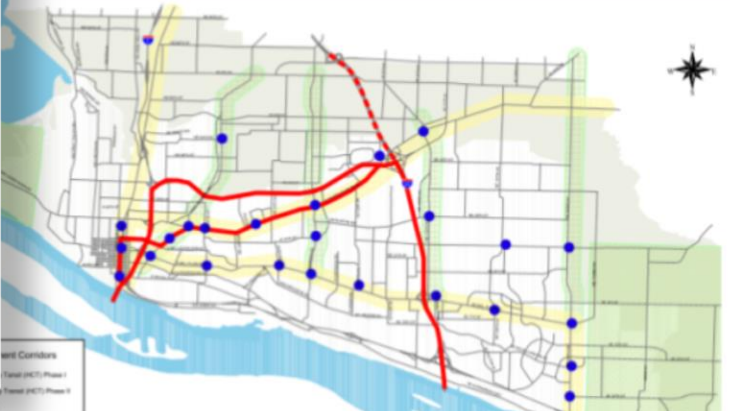
What do these Signal System improvements do for Vancouver residents?

- Changing governments in technology to improve the signal system and promote efficient traffic flow
- Institute a signal management program to monitor traffic flow and make frequent adjustments so signals systems are timed, coordinated, and functioning at the optimal level.



Signal System Programs / Initiatives	Timing		
	Within 2005	2005-2010	2010-2015
Intelligent Transportation System (ITS) Plan Update: Update the Vancouver Area Smart Truck Plan and adopt the ITS Strategic Plan.	✓		
COMMUNICATION INFRASTRUCTURE: Provide communication networks between local agencies, expand communications and interfaces for freeway and arterial systems, and provide network connectivity to key agencies.	✓	✓	
INCIDENT MANAGEMENT: Provide systems and field response equipment to monitor closely incident response and to manage traffic operations in such a way as to minimize traffic system disruption.			✓
TRANSPORTATION MANAGEMENT: Invest in technology, monitor existing maintenance activities that provide real-time monitoring, and develop engine mechanisms that adjust system operations to accommodate what is occurring on the road.	✓	✓	
TRAVELER INFORMATION: Provide technology and user interfaces to distribute system status information and updates to travelers so they can make choices regarding travel routes and time of travel.	✓	✓	
TRAFFIC SIGNAL SYSTEM: Update existing system and make strategic technological investments in traffic control systems and equipment on key capacity corridors to improve movement, system performance.	✓	✓	
TRANSIT PRIORITY: Invest in technology on high-priority transit corridors to provide rapid priority and improve transit travel time reliability.			✓

Framework Plan - Transit System



Transit Corridors

(Transit HPTC) Phase I

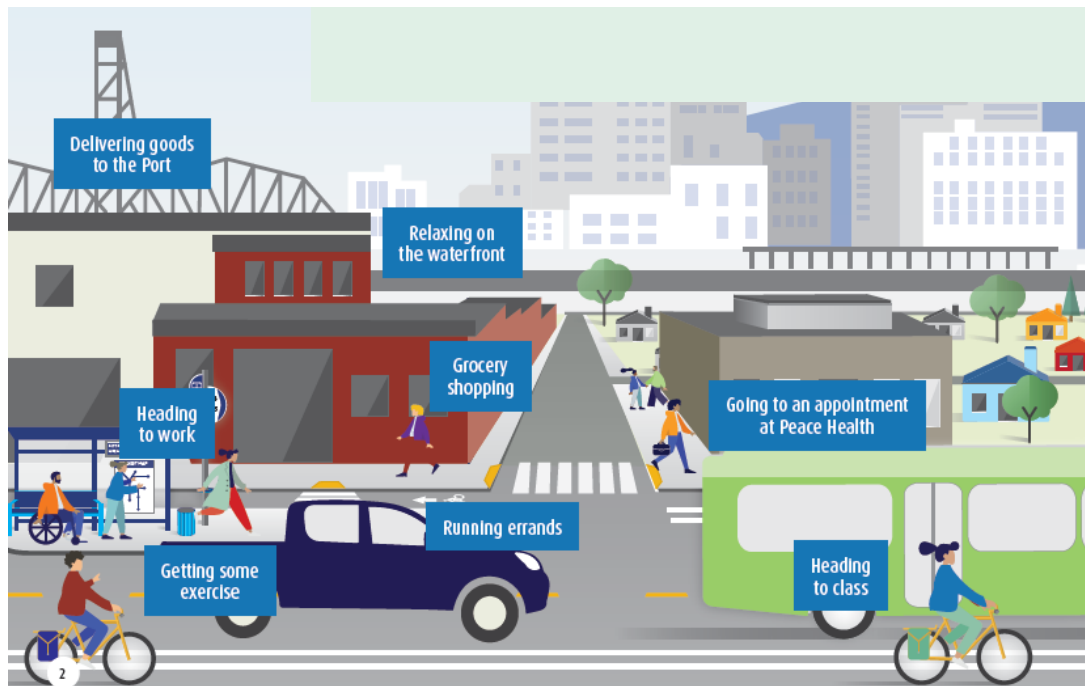
- High-Priority Transit (HPTC) Phase I
- Transit Node
- Tier 1 Corridor
- Tier 2 Corridor
- Special Transit Service Area

20-Year Vancouver Transportation Plan

CITY OF
Vancouver
WASHINGTON

Transportation System Plan Update - 3

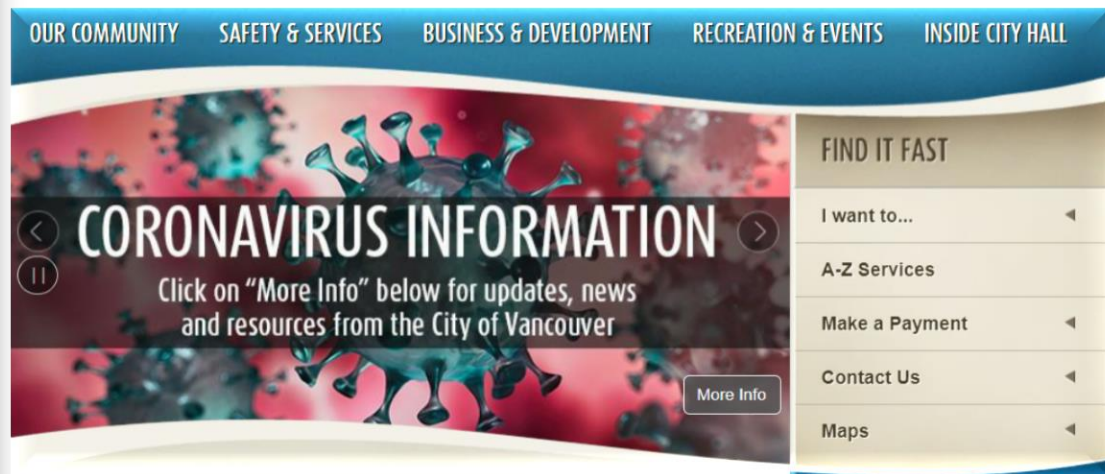
What is Vancouver Moves?



What is Vancouver Moves?



What We Know



What We Know

27,870

people both live
and work in
Vancouver

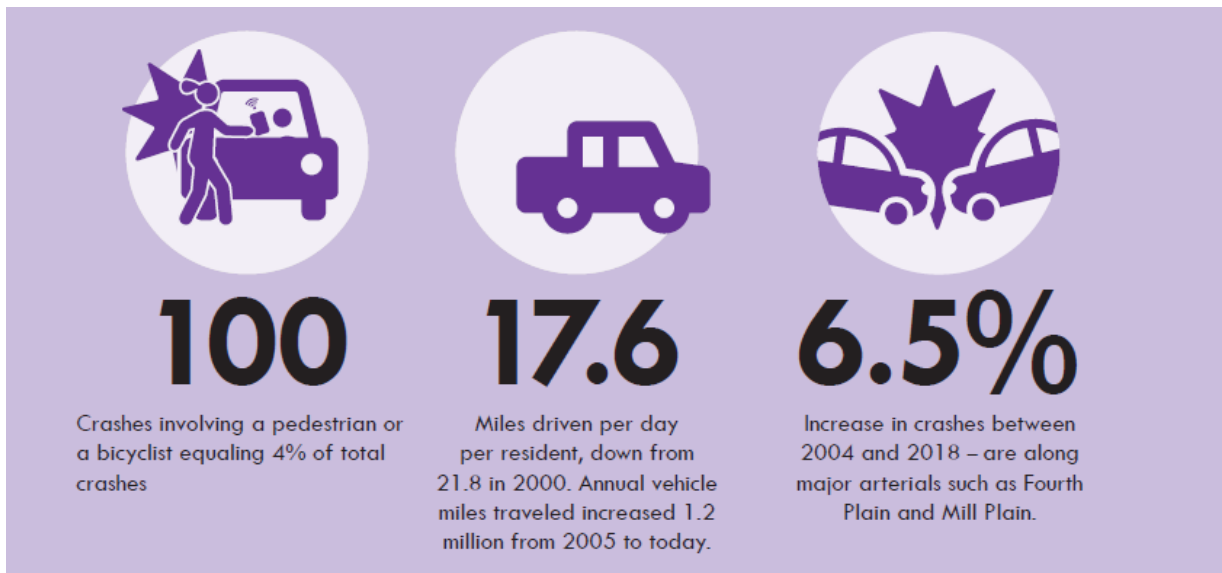
69%

of people who work
in Vancouver commute
from another city

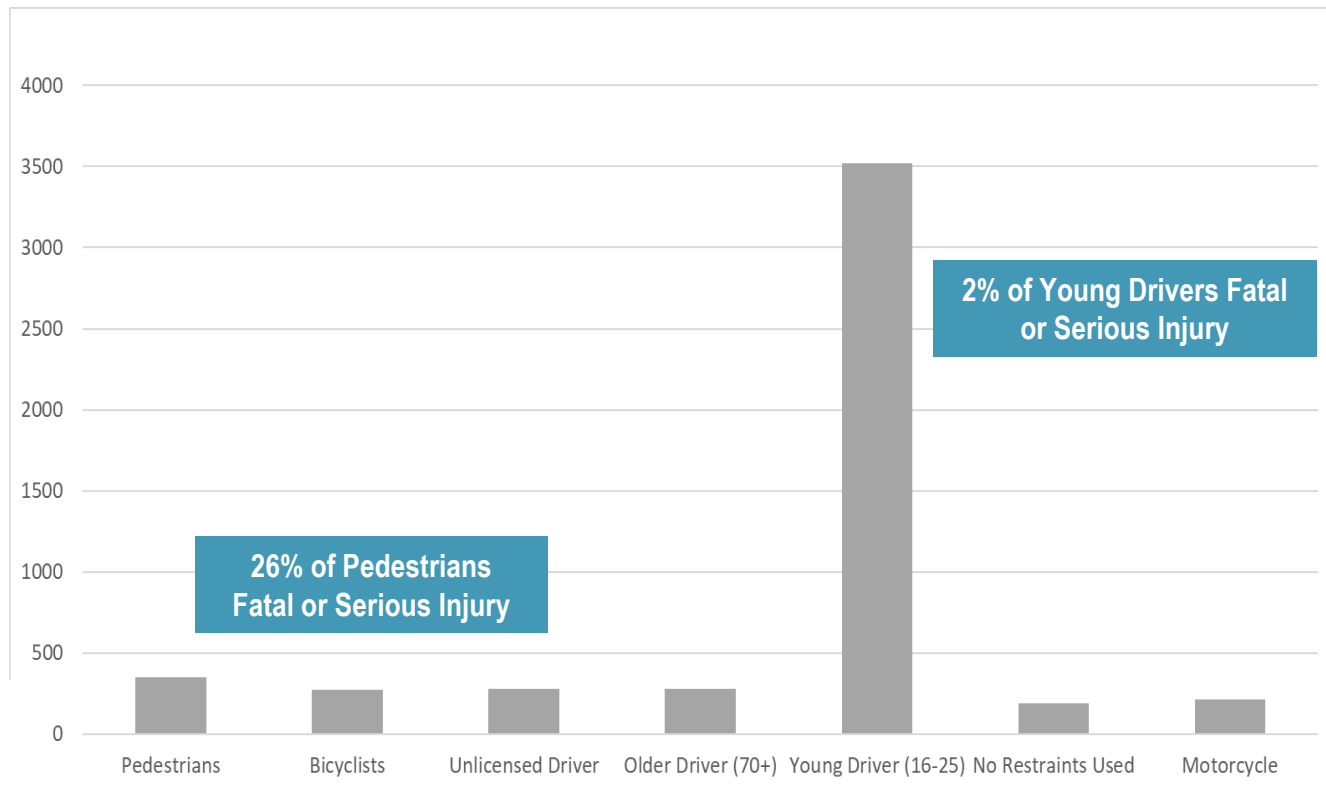
67%

of working Vancouver
residents commute to
another city

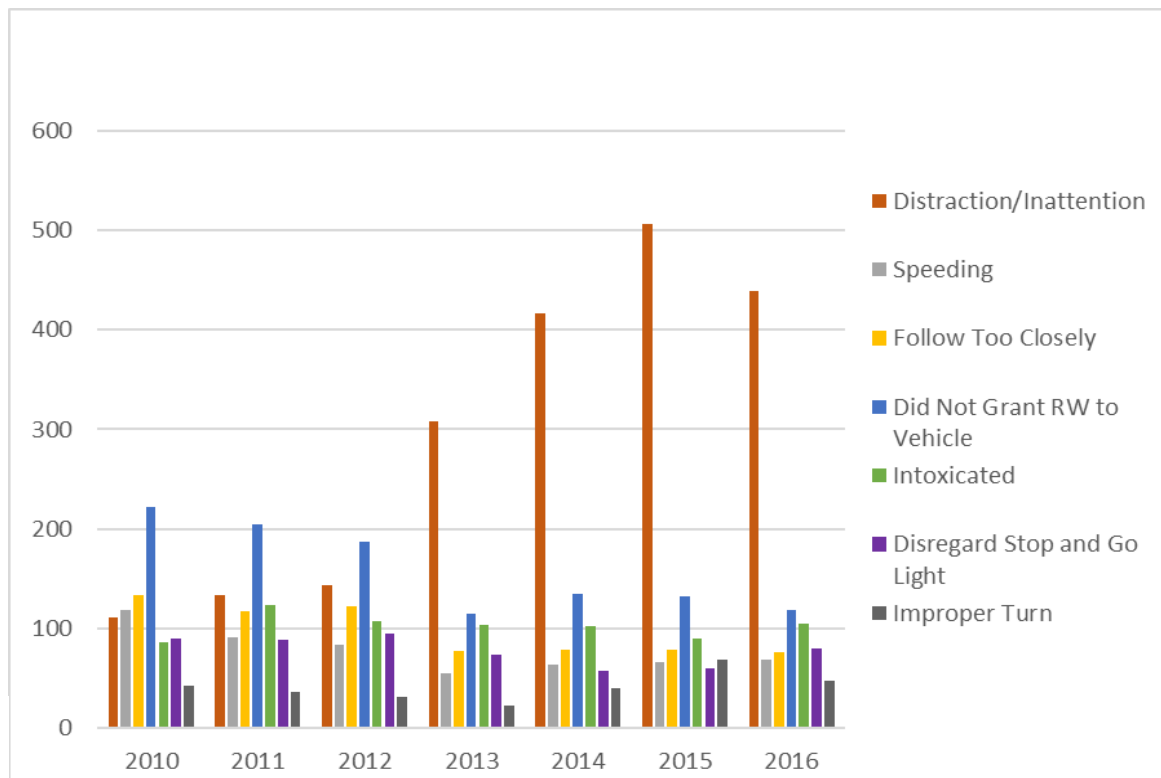
What We Know



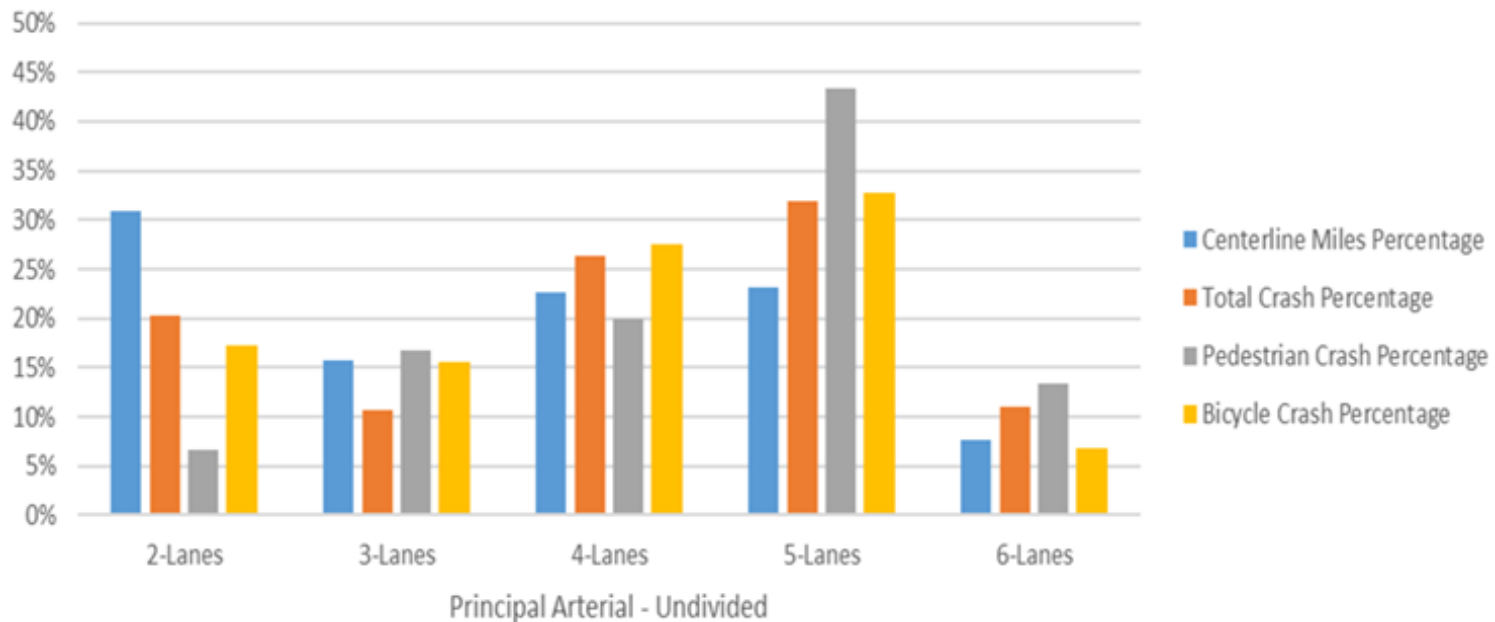
What We Know



What We Know



What We Know



What We Know

2014-2018 Data Vancouver	Total Crashes							
	All Roads		All Cities		Westside Cities		Vancouver	
	2014-2018	%	2014-2018	%	2014-2018	%	2014-2018	%
Overall Numbers								
# of Fatal Collisions	2,473	0.4%	713	0.2%	562	0.2%	30	0.4%
# of Serious Injury Collisions	9,216	1.6%	4,299	1.4%	3,537	1.5%	185	2.4%
# of Drug/Alcohol-Related Collisions	37,033	6.3%	17,666	5.9%	13,592	5.7%	867	11.1%
By Collision Type								
Hit Fixed Object	103,679	17.7%	31,666	10.5%	25,128	10.5%	1,258	16.1%
Hit Cyclist	6,847	1.2%	5,779	1.9%	4,860	2.0%	186	2.4%
By Junction Relationship								
Intersection Related	218,386	37.4%	153,454	50.8%	120,035	50.0%	4,143	52.9%
Non-Intersection (Not Related)	307,925	52.7%	106,170	35.2%	86,591	36.1%	2,815	36.0%
By Contributing Circumstance								
Inattention / Distraction	222,217	30.9%	122,177	33.6%	100,813	34.7%	3,523	32.7%
Exceeding Safe / Stated Speed	96,565	13.4%	24,912	6.8%	20,517	7.1%	958	8.9%
Under Influence of Alcohol / Drugs	30,867	4.3%	14,384	4.0%	11,040	3.8%	725	6.7%

Project Budget

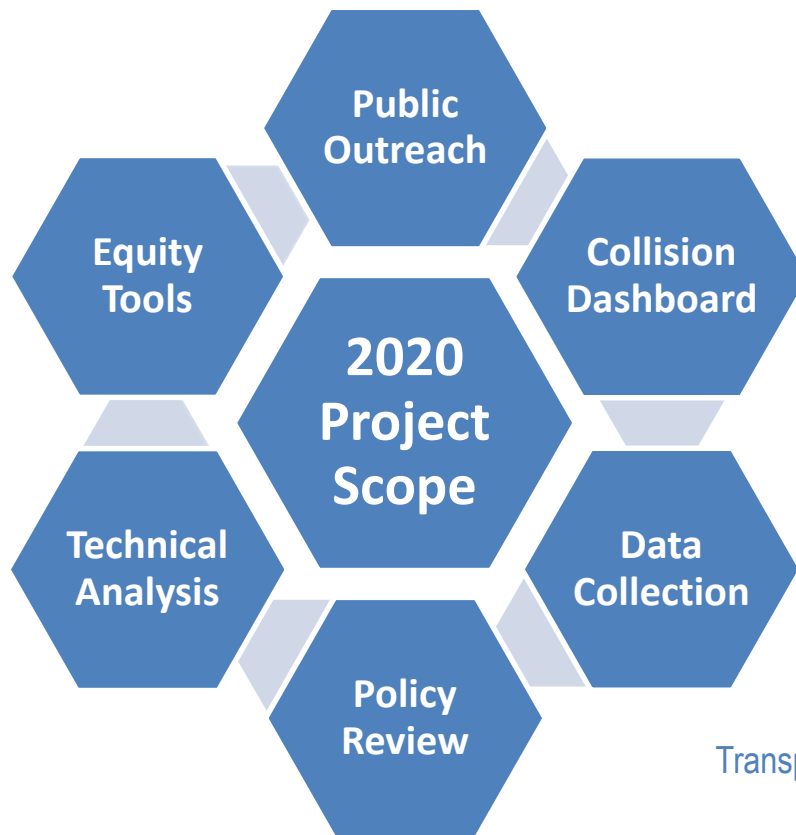
- Original project scope and budget approved by Council in fall 2019
- Due to economic impacts of COVID, 2020 project budget /scope were reduced, and a phased planning approach was developed
- Currently, there is no identified funding for the remaining work that would occur in 2021 as part of the second phase of the project
- 2021-22 Biennial budget request forthcoming for remainder of funding needed to complete the project

Project Budget

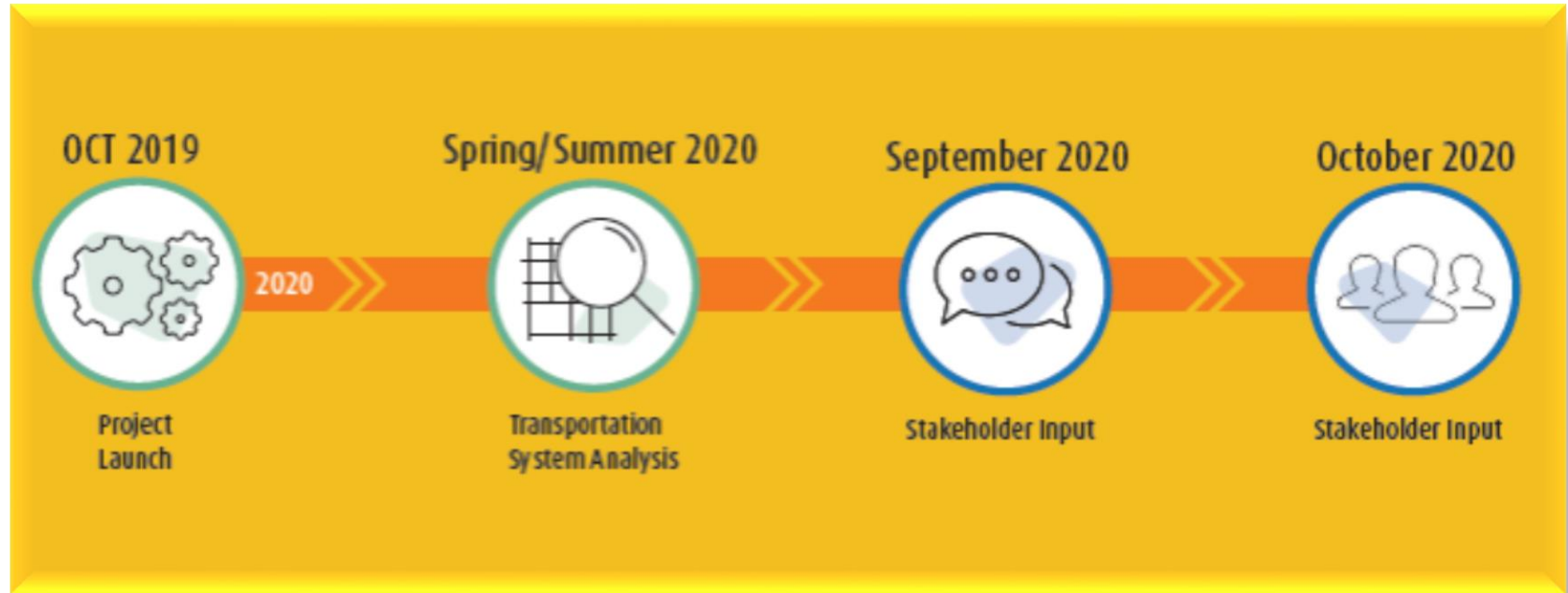
Fulfillment the of 2021-22 biennial budget request would fund the following elements:

- Public outreach process to determine project goals, policies, and objectives
- Completion of the 7 modal element plans, including recommended project lists
- Development of new city street standard typologies and complete standards update
- Development of project delivery system

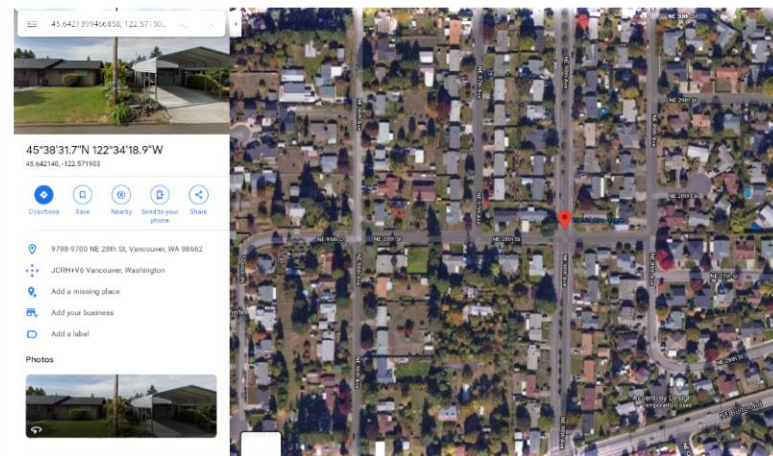
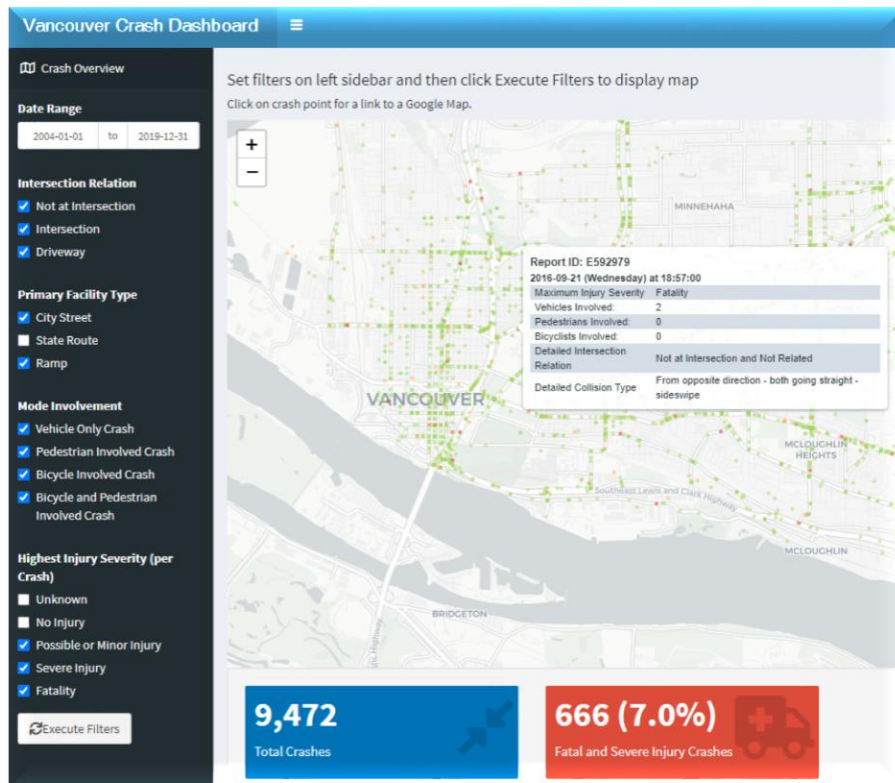
2020 Project Scope



Project Timeline

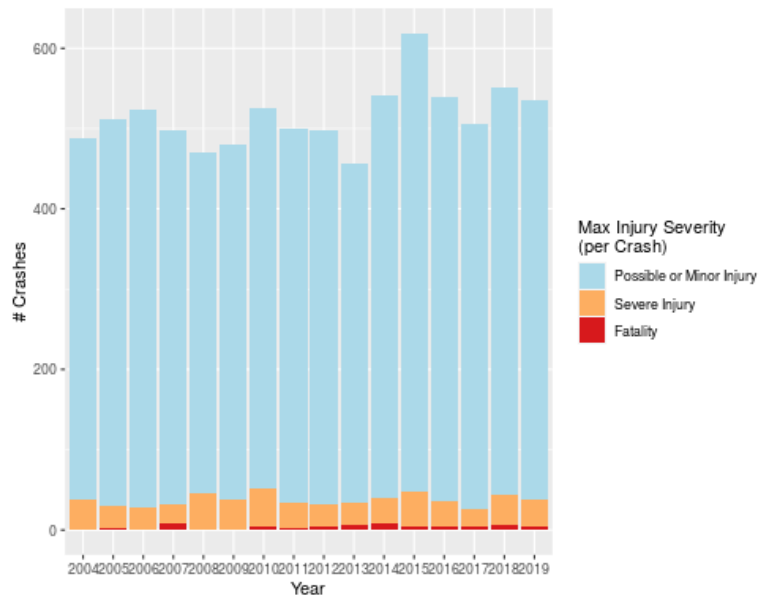


Collision Dashboard

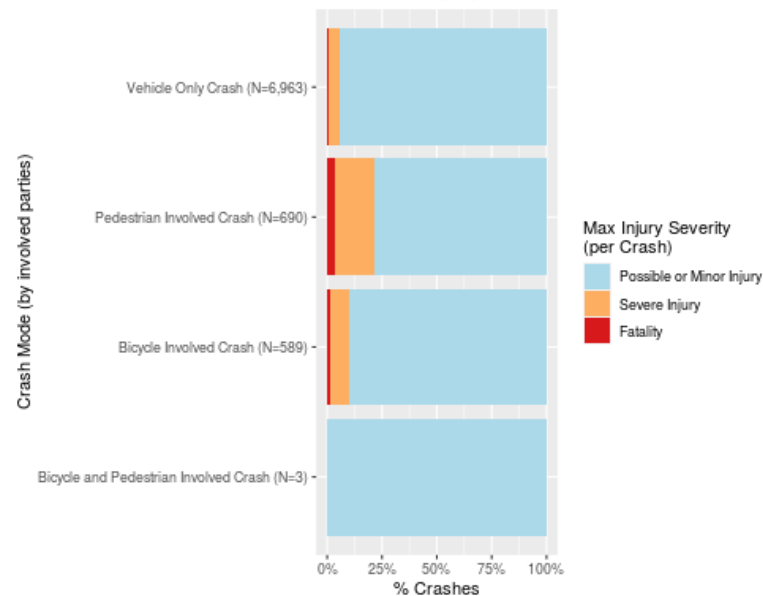


Collision Dashboard

Crashes by Year and Severity (for selection)



Crash Severity by Mode



Collision Dashboard

Improve bicycle and pedestrian facilities	Modify intersection controls and features
Improve corridor access management	Improve safety of children who walk/bike to school
Manage roadway speeds through facility design	Increase enforcement of pedestrian laws
Improve young driver education and intervention	Align roadway speeds with adjacent land use
Modify existing yellow flashing arrows	Improve driver compliance with traffic control devices
Reduce speeding through enforcement	Set appropriate speed limits
Enforce compliance with drinking laws	Improve data and performance measures

Transportation and Mobility Commission

Name	Representation
Carson Valenta	Youth
Charles Frayer	Disabled Community
Eduardo Ramos	Transit as Primary Mode
Mario Raia	Age 65+ Community
Michelle McKenzie	Driving as Primary Mode
Michael Paine	Freight Community
Matt Hermen	Transportation Profession
Derya Ruggles	Neighborhood Association
Ken Williams	Walking as Primary Mode
Leah Jackson	Bicycling as Primary Mode
Teresa Hardy	At Large Member

Transportation and Mobility Commission

Capital Project Review

- New Capital Projects
- Retrofit of Existing Facilities

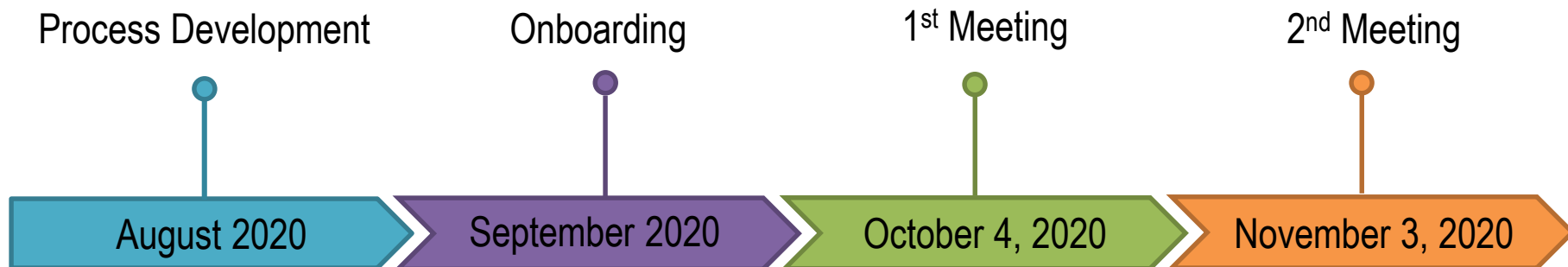
On-going Programs

- Multimodal
- ADA

Policy Development

- Transportation System Plan
- Complete Streets

Transportation and Mobility Commission



Next Steps

- Request has been submitted for '21-'22 biannual budget for remaining project funds
- Complete scoped elements of TSP as budgeted through the end of 2020
- Complete collision dashboard by September 2020
- Continue to adjust project scope to respond continuing COVID-19 pandemic and community equity discussions

Questions and Discussion

- Rebecca Kennedy, Planning Manager
Rebecca.kennedy@cityofvancouver.us, 360-487-7896
- Jennifer Campos, Principal Transportation Planner
Jennifer.campos@cityofvancouver.us, 360-487-7728




**vancouver
moves**

STATE OF MOBILITY

August 2020

What is Vancouver Moves?

Vancouver Moves is a plan that will define the community's transportation vision.

The City of Vancouver has added 14,000 residents since 2008 and 10,000 jobs since 2010. This growth, combined with changing community needs due to COVID-19, means the transportation network must serve more people and needs with limited additional resources. This project will analyze the current system and start a conversation with the community about how the transportation network can better serve the needs of Vancouver residents, employees, and visitors.

The City of Vancouver is the owner and operator of all our local streets and related infrastructure, excluding facilities like I-5 or SR-500. This project will be comprehensive and examine:



Travel conditions

For multiple modes including walking, bicycling, taking transit, driving, delivering freight

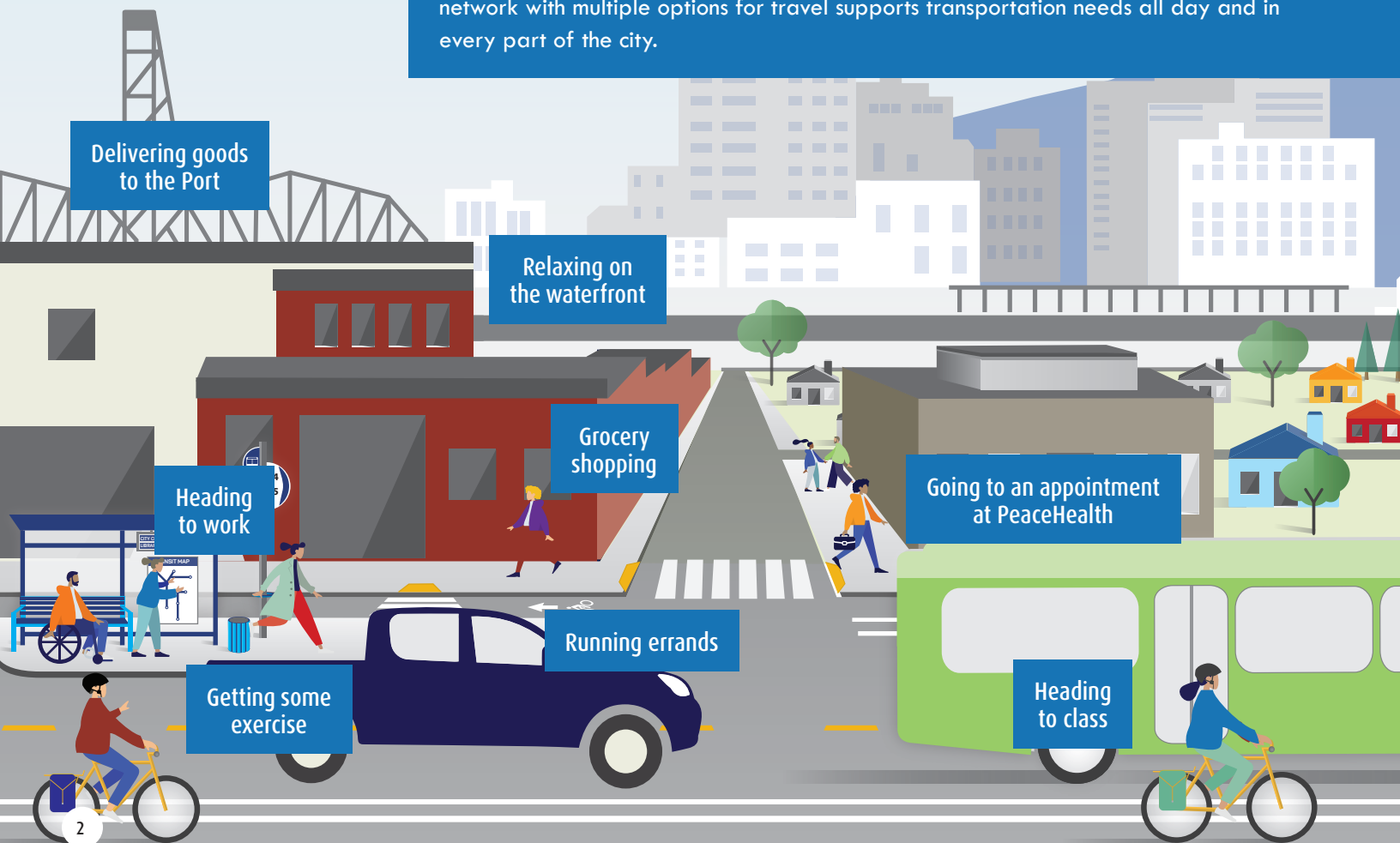


Community priorities

By talking to Vancouver residents with a focus on furthering equity

Why transportation matters

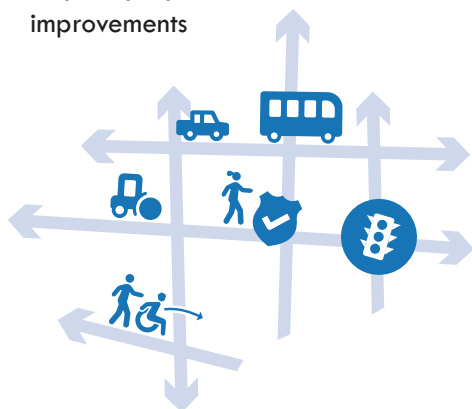
Vancouver residents use the transportation system for many reasons every day. A safe network with multiple options for travel supports transportation needs all day and in every part of the city.



Our assets and resources

Vancouver's Public Works department operates and maintains 1,900 miles of public streets and 3,800 acres of right-of-way, including 235 traffic signals, nine pedestrian hybrid beacons, 10 city-owned bridges, and thousands of signs and streetlights. The department carries out a range of functions including:

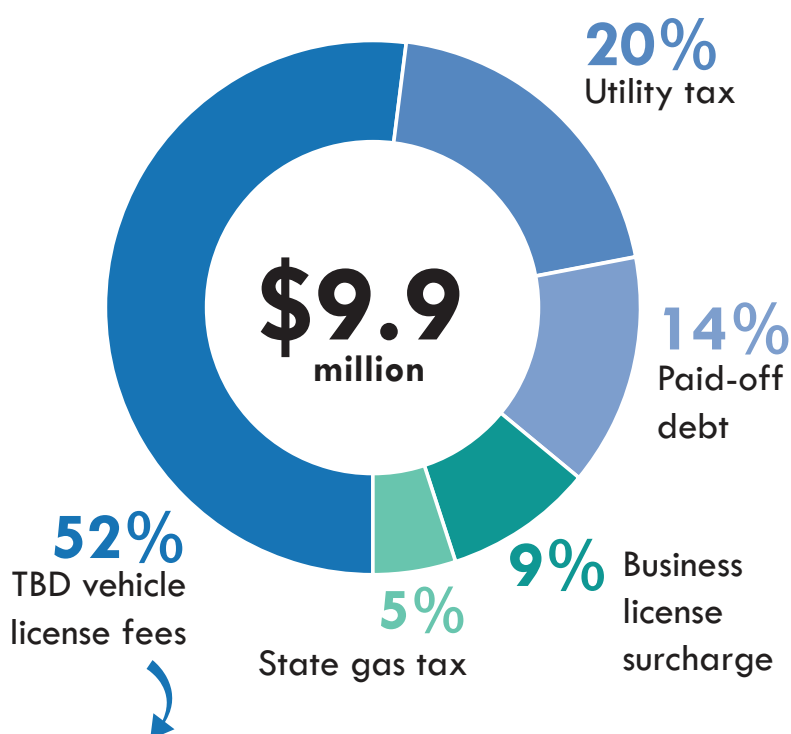
- Resurfacing roadways
- Traffic signal and lighting replacement
- Making neighborhoods safer, including the Neighborhood Traffic Calming Program
- Walking, bicycling, safety projects
- Improving accessibility of streets for those with disabilities
- Capital projects such as arterial street improvements



Street Funding Strategy

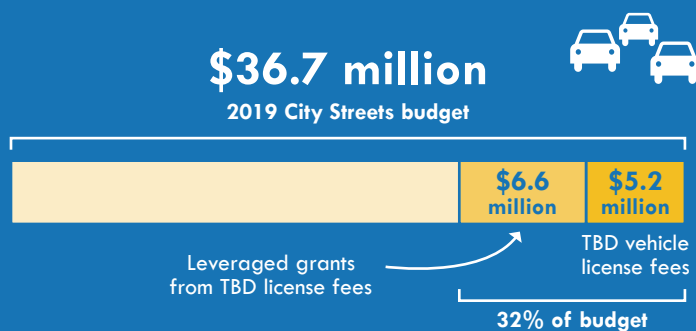
The Street Funding Strategy (SFS) was created in 2015 and provided the resources needed to help care for what we have. In 2019 alone, the Street Funding Strategy preserved 77 miles of roadway, resurfaced 27 miles of roadway, and added 147 sidewalk curb ramps to current ADA standards.

Street Funding Strategy revenue, 2019



2019 Funding from TBD vehicle license fees

The passage of Initiative 976 in November 2019 eliminated the ability for cities like Vancouver to collect Transportation Benefit District vehicle license fees. In 2019, these fees totaled \$5.2 million and made up 52% of the SFS. The City was also able to use this funding source as local match to leverage \$6.6 million in grants. The passage of I-976 has major impacts to SFS and the ability to compete for grants.



Vancouver by the numbers

Vancouver was home to 183,000 people in 2019. Our community is diversifying and becoming more educated. With growth comes development and changing costs. Our transportation system must keep pace and help maintain vibrant neighborhoods.

Our community



14
thousand

More people living in Vancouver since 2010 (+10%) — versus 11% in Clark County.



20%

Vancouver community members who identify as Black, Indigenous, and People of Color now make up one in five residents. This is an increase from 17% in 2010.



91%

Evergreen Public Schools graduation rate. 85% graduation rate for Vancouver Public Schools — an 11% increase since 2014.



15

New hotels planned or in development in Vancouver — representing an increase of more than 1,700 new hotel rooms.



238
thousand

Median property value in 2017. This is an increase of 9.7% since 2016 (up from from \$217,000).



110

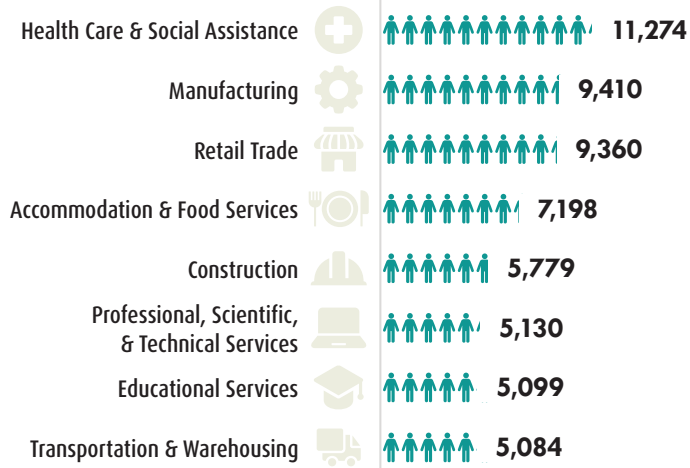
Parks and natural areas are part of Vancouver's 1,600 acres of park land and green spaces.

Working in Vancouver



**90
thousand**

Total jobs in the City of Vancouver in 2017. From 2010 to 2017, jobs grew 14% while population grew 10%.



Top 8 industries in Vancouver, 2017

Health care and social assistance

has been the biggest industry since 2010, making up 16% of jobs in the City.

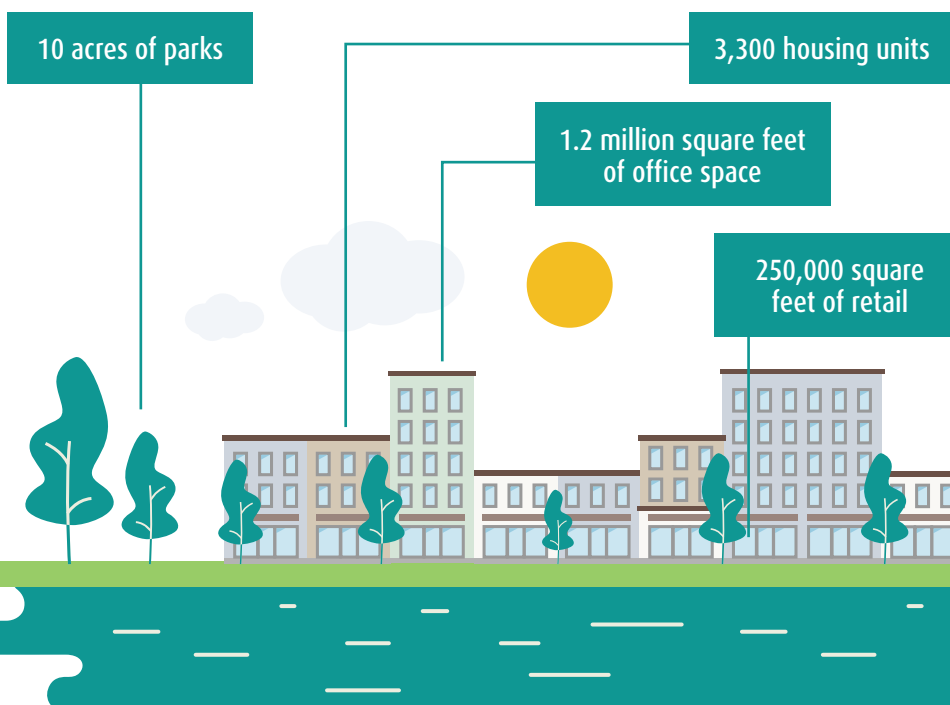
Our waterfront and port

In September 2018, Vancouver officially opened the first section of Waterfront Vancouver, a 32-acre mixed-use development along the Columbia River. The initial phase included apartments, restaurants, a 7-acre waterfront park, and the Grant Street Pier. The master plan includes:



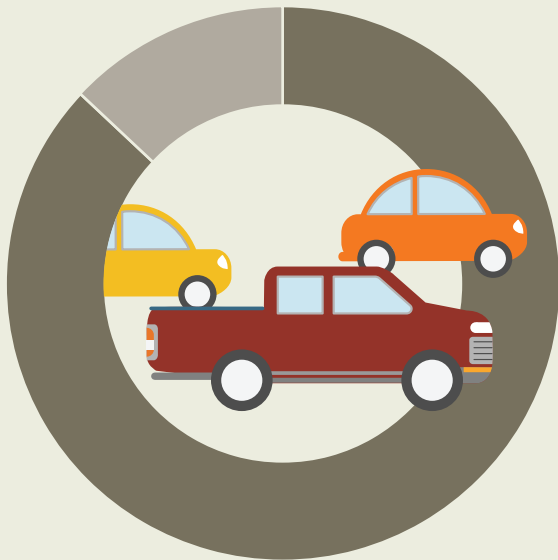
**24
thousand**

Total jobs associated with port activities in 2018, including direct, indirect, induced, and influenced jobs — up from 20,000 in 2014.



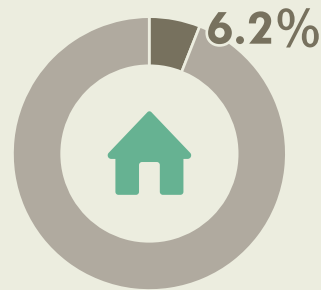
How we get around

The daily commute is an important part of how we get around. Prior to COVID-19, most people drove to work. Rates of walking, bicycling, and transit use were about the same from 2010 to 2018.

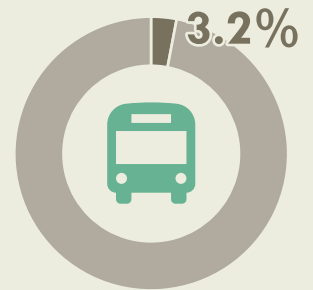


86.4%

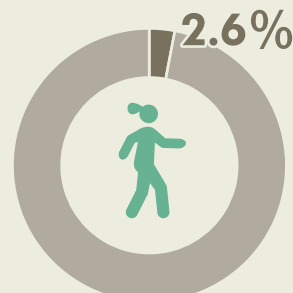
In 2018, 86.4% of workers drove to work. Driving to work declined by 1.6 percentage points since 2010 (88.0%).



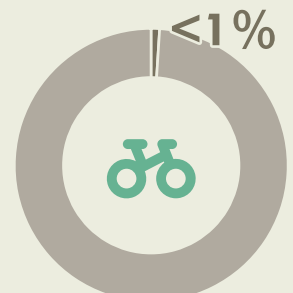
Work at home



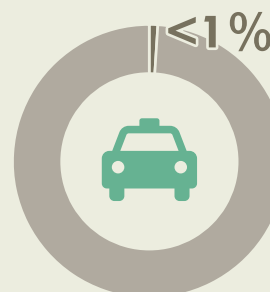
Transit



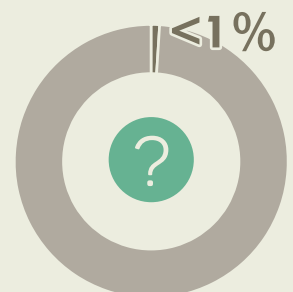
Walk



Bike



Taxi



Other

Even before COVID-19, rates of working from home were increasing. High rates of working from home will likely continue through the rest of 2020 and into 2021 to reduce the spread of COVID-19.



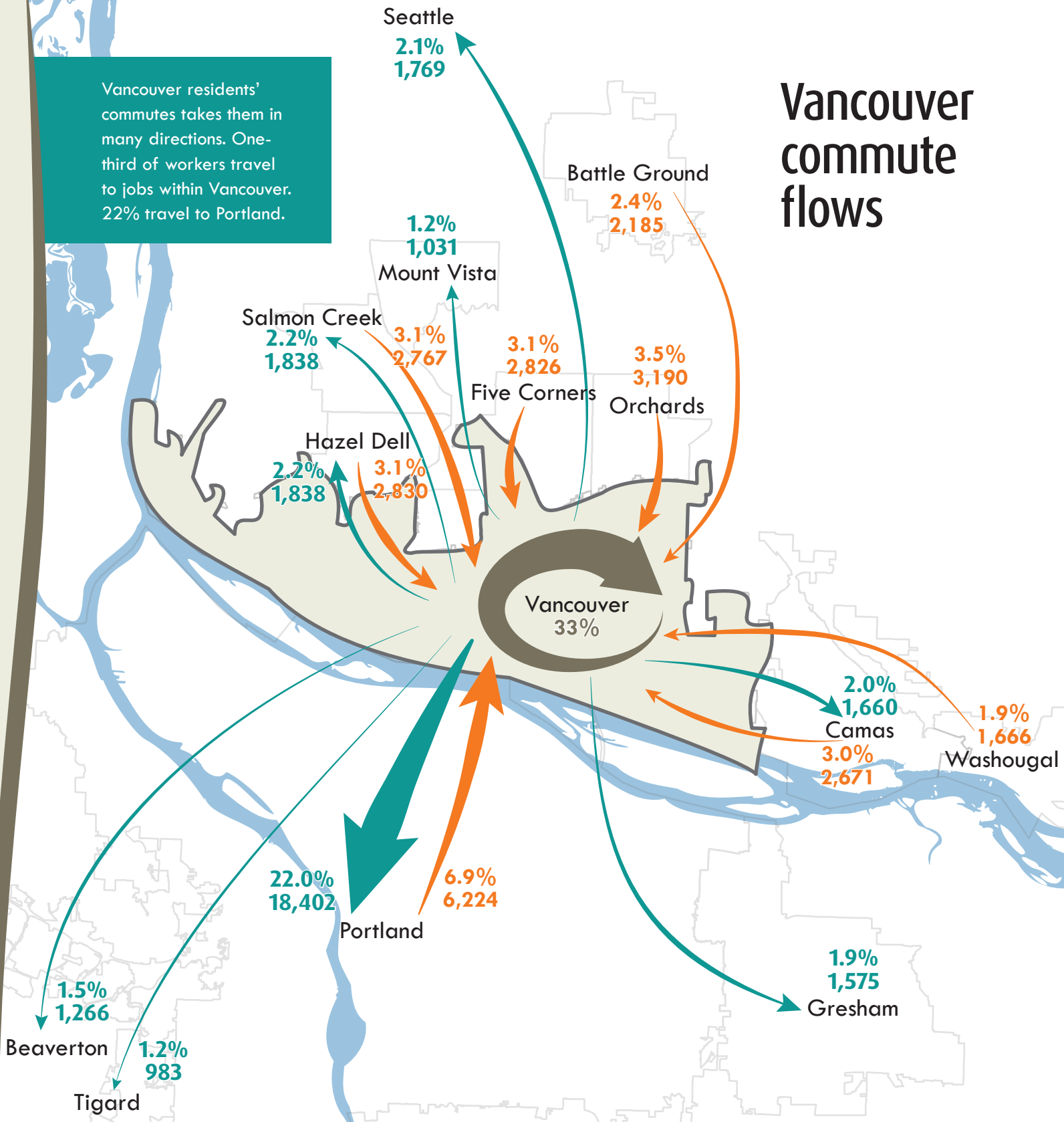
Did you know?

23.8 minutes

The average commute takes 23.8 minutes – slightly shorter than the averages for Washington State, Portland, or the U.S. as a whole. 64% of Vancouver residents travel less than 10 miles to get to work, and 30% travel less than 5 miles.

Vancouver residents' commutes takes them in many directions. One-third of workers travel to jobs within Vancouver. 22% travel to Portland.

Vancouver commute flows



27,870

people both live and work in Vancouver

69%

of people who work in Vancouver commute from another city

67%

of working Vancouver residents commute to another city

Our transportation system



630

Miles of city streets with sidewalk.



90

Miles of bike lanes or wide shoulders in Vancouver. There are an additional 25 miles of multi-use trails.



27

thousand

People get on a C-TRAN bus every day.
Between 2017 and 2018 ridership grew 3.4% – faster than other transit providers in the Pacific Northwest.



100

Crashes involving a pedestrian or a bicyclist in 2018, equaling 4% of total crashes.



17.6

Miles driven per day per resident, down from 21.8 in 2000. Annual vehicle miles traveled increased 1.2 million from 2005 to today.



6.5%

Increase in crashes between 2004 and 2018.



The Vine Bus Rapid Transit (BRT)

Vancouver is home to the region's first Bus Rapid Transit system, operated by C-TRAN, making transit faster and more reliable. C-TRAN operates transit services in the Vancouver region. The Vine opened on Fourth Plain in 2017 and achieved the following:



Travel time
decreased 12%



Ridership
increased 45%



Up to 10 minutes
saved per trip



Per passenger cost
dropped 21%



How Vancouver moves tomorrow

The way people move is changing, which is being accelerated by the impacts of COVID-19 and our climate crisis. Innovations in transportation services—like app-enabled ridehailing, shared e-bikes and scooters, and trip planning tools—are increasing travel options and customer convenience. As people seek new ways to move safely and in physically distanced ways, demand for small personal mobility options will continue to grow. And for some, the best mobility option is not going at all. Digital apps for home deliveries are helping people to shelter-in-place now, but will make lasting changes to how people shop and receive deliveries in the future. Further innovations, like autonomous vehicles, are waiting around the corner.

These changes offer opportunities to improve mobility and accessibility for all, including some of our most vulnerable populations, but they also pose challenges to the effective operation of our transportation infrastructure and our ability to uphold community values.

Our new transportation vision needs to consider changes in transportation technology and leverage the right mix of innovations to deliver a safer, more vibrant, and more prosperous city.

Micromobility such as shared e-bikes and scooters offer an effective travel option for short and medium-length trips that are too far for walking.

Ridehailing services like Uber and Lyft provide an alternative for people that don't have access to a car or prefer not to own one.

Mobility hubs offer multiple transportation options at places like transit stations.

Mobility-as-a-Service apps enable users to seamlessly plan, book, and pay for trips of any type – be it on transit, ridehailing, micromobility, etc.

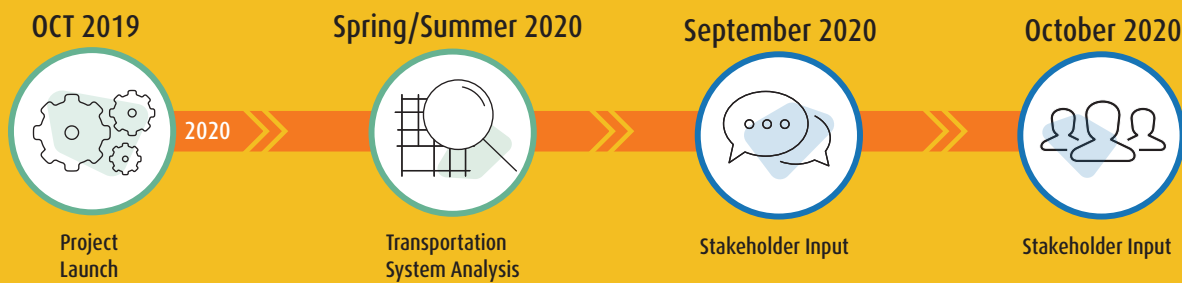
Data from mobility service providers is being leveraged by cities to improve day-to-day operations and planning of their transportation systems.



GET INVOLVED!

This project is for the people of Vancouver
and we need your input!

BeHeardVancouver.org/vancouvermoves 





Staff Report 104-20

TO: Mayor and City Council

FROM: Eric Holmes, City Manager

DATE: 8/24/2020

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

Key Points

- Award a Contract for Fire and Security Alarm Monitoring and Maintenance to meet required State and City Fire Life Safety Codes for all City Buildings.
- Existing contract expired on April 19, 2020, but due to COVID-19 Pandemic, Procurement did an administrative extension until October 31, 2020 to allow time to prepare bid documents and get bid out.

Strategic Plan Alignment

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

Present Situation

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

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

SUMMARY OF BIDS	
BIDDER	AMOUNT

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

Advantage(s)

To have a certified and reliable Fire and Security Alarm Contractor to perform fire alarm and security alarm monitoring, fire alarm and security alarm system preventative maintenance, along with new installation and additions needed to alarm systems on the City's current and future buildings to meet the Washington State Fire codes and the City of Vancouver Fire Marshall codes and requirements.

Disadvantage(s)

None

Budget Impact

Funds for these inspections have been budgeted.

Prior Council Review

None

Action Requested

Award an Alarm Monitoring/Maintenance Contract for the 2020 Fire/Security Alarm Monitoring, Installation and Maintenance Services Project, per Bid #20-14 project, to the lowest responsive and responsible bidder, Action Technology Systems, 835 SE 17th Ave. Portland, OR 97214 USA, at their bid price of \$98,079.83 per year or not to exceed \$650,000.00 in five years which includes Washington State sales tax.

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

ATTACHMENTS:

- ▣ Contract



CONTRACT # C-100382

BID 20-14: Fire and Security Alarm Systems Monitoring and Maintenance

THIS CONTRACT is entered into by and between the City of Vancouver, a municipal corporation under the laws of the State of Washington, hereinafter referred to as "City," and Action Technology Systems LLC hereinafter referred to as "Contractor," whose address is 835 SE 17th Ave., Portland, OR, 97214, hereinafter referred to "Parties."

WHEREAS, the City desires to engage the Contractor to provide public work and other related services for Fire and Security Alarm Monitoring and Maintenance. Contractor has agreed to offer its services to perform said work per the City issued Invitation to Bid (ITB) No. 20-14 and all addenda thereto, Contractor's bid to said ITB, the Project Plans and Special Provisions, and City Council's approval on _____ per Staff Report No. _____; and

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

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

The City of Vancouver is seeking, and Contractor agrees to provide, qualified Security/Fire Alarm and Security Camera Systems Service/Monitoring. Contractors shall be requested to perform necessary and normal maintenance, removal and installation of replacement parts, preventative maintenance and required repairs, as well as alarm monitoring for security/fire alarm and security camera systems at locations listed in Attachments "A, B, and C" in City of Vancouver owned or managed facilities, all in accordance with the Bid Documents, Attachments and Special Provisions.

The City intends to award this contract for a period of five (5) years.

- 2. EFFECTIVE DATE:** This Contract is effective as of the last signature date.
- 3. E-VERIFY PROGRAM:** Contractor shall register and enter into a Memorandum of Understanding (MOU) with the Department of Homeland Security E-Verify program within sixty (60) days after execution of this Agreement. Contractor shall ensure all Contractor employees and any 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.

4. CONTRACTOR RESPONSIBILITIES FOR SUBCONTRACTORS: The Contractor shall include the language of this section in all tier subcontracts, and shall require each of its subcontractors to include the same language of this section in each of their subcontracts, adjusting only as necessary the terms used for the contracting parties. The requirements of this section apply to all subcontractors regardless of tier. The Contractor shall require all subcontractors to comply with all relevant federal, state and municipal laws, rules and regulations whatsoever. At the time of subcontract execution, the Contractor shall verify that all tier subcontractors meet the following bidder responsibility criteria:

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

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

6. COMPENSATION AND SCHEDULE OF PAYMENTS: In consideration of the promises and agreements of the Contractor as set forth herein, and in consideration of the faithful performance and furnishing of the work and materials required by this Contract to the satisfaction of the City, the City agrees to pay to the Contractor in the manner and at the times provided hereinafter and in the Contract Documents, and in accordance with the ordinances of the City of Vancouver and the laws of the State of Washington, the following sum as indicated, which amount does includes 8.4% Washington State Sales Tax (if applicable) \$163,802.25.

This amount reflects year one of the contract pricing, the contract will be amended annually to reflect the current contract year pricing. The amount finally to be paid is, however, variable upon the work actually performed and final payment will be made upon the basis of the amount of work performed and the materials furnished, and at the lump sum or unit prices fixed in the Contractor's Proposal and as modified by any and all approved Change Orders.

- 7. CONTRACTOR'S INSURANCE:** The Contractor agrees to procure insurance coverage as required below:

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

- 8. CONTRACTOR'S BOND:** The Contractor agrees that before it undertakes performance of this Contract, it will file with the City of Vancouver a Performance Bond and Payment Bond, in the forms prescribed by the City of Vancouver, in the full amount of the Contract price with a company authorized to do business in the State of Washington as a surety. The bonds shall comply with the laws of the State of Washington, and especially with the provisions of Chapter 39.08 RCW.
- 9. DISPUTE RESOLUTION:** In the event of a dispute between the Parties which cannot be resolved by the contract managers, the Contractor and the City shall review such dispute and may attempt to resolve the dispute. Any controversy or claim arising out of or relating to this Contract or the alleged breach of this Contract that cannot be resolved by the Parties within 30 days of receipt of written notice may be submitted to mediation. If the dispute is not resolved through mediation, it shall be submitted to binding arbitration in accordance with the rules and procedures set forth in Chapter 7.04A RCW. The Parties agree to pay their own attorneys' fees and expenses.
- 10. EMPLOYMENT OF LABOR:** The Contractor agrees that all persons employed by Contractor and by any of its subcontractors and any of their lower tier contractors in work performed pursuant to this Contract shall not be employed in excess of eight (8) hours in any one day, except as provided or allowed by Chapter 49.28 RCW and WAC 296-127 and any amendment thereto.

- 11. PAYMENT OF LABOR:** The Contractor agrees that all laborers, workers, or mechanics employed by it or by any subcontractor in the performance of this Contract will be paid not less than the prevailing rate of wage for an hours work, in accordance with the provisions of the Chapter 39.12 RCW, and all rules and regulations promulgated pursuant thereto. The State of Washington prevailing wage rates applicable for this public works project, which is located in Clark County, may be found at the following website address of the Department of Labor and Industries: <https://fortress.wa.gov/lni/wagelookup/prvWagelookup.aspx>. The prevailing wage rates in effect at the time of the bid submittal deadline shall apply for the duration of the project, no matter how long it lasts. However, if the Contract is awarded more than six months after the bids were due, the prevailing wage rates in effect on the award date shall apply.

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

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

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

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

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

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

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

- 14. OWNERSHIP OF RECORDS AND DOCUMENTS:** Any and all work product prepared by the Contractor in the course of performing this Contract shall immediately become the property of the City. In consideration of the compensation provided for by this Contract, the Contractor hereby further assigns all copyright interests in such work product to the City. A copy may be retained by the Contractor. Previously owned intellectual property of Contractor or any third party, and any know-how, methodologies or processes used by Contractor to provide the services or project deliverables under this Contract shall remain property of the original City.
- 15. PUBLIC DISCLOSURE COMPLIANCE:** The parties acknowledge that the City is an “agency” within the meaning of the Washington Public Records Act, Chapter 42.56 RCW, and that materials submitted by the Contractor to the City become public record. Such records may be subject to public disclosure, in whole or part and may be required to be released by the City in the event of a request for disclosure. In the event the City receives a public record request for any data or deliverable that is provided to the City and that is licensed from the Contractor, the City shall notify the Contractor of such request and withhold disclosure of such information for not less than five (5) business days, to permit the Contractor to seek judicial protection of such information, provided that the Contractor shall be responsible for attorney fees and costs in such action and shall save and hold harmless the City from any costs, attorney fees or penalty assessment under Chapter 42.17 RCW for withholding or delaying public disclosure of such information.
- 16. AMENDMENTS:** All changes to this Contract, including changes to the statement of work and compensation, must be made by written Change Order and/or Amendment and signed by all parties to this Contract.
- 17. AUTHORIZATION AND COMPLIANCE WITH THE LAW:** The Contractor certifies that the person signing the Contract is legally authorized to enter into this binding Contract and that the Contractor shall fully comply with all relevant, federal, state and municipal laws, rules, regulations and policies.
- 18. RELATION OF PARTIES:** The Contractor, its subcontractors, agents and employees are independent contractors performing services for The City and are not employees of City; shall not, as a result of this Contract, accrue leave, retirement, insurance, bonding or any other benefits afforded to City employees; and, shall not have the authority to bind the City in any way except as may be specifically provided in the Statement of Work.
- 19. JURISDICTION/VENUE:** In the event that any litigation should arise concerning the construction or interpretation of the terms and/or conditions of this Contract, the venue of such action of litigation shall be in the Superior Court of the State of Washington in and for the County of Clark. This Contract shall be governed by the law of the State of Washington.

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

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

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

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

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

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

24. OPPORTUNITY TO CURE: The City at its sole discretion may in lieu of a termination allow the Contractor to cure the defect(s), by providing a "Notice to Cure" to Contractor setting forth the remedies sought by City and the deadline to accomplish the remedies. If the Contractor fails to remedy to the City's satisfaction the breach or default of any of the terms, covenants, or conditions of this Contract within the time stated time, the City shall have the right to terminate the Contract without any further obligation to the Contractor. Any such termination for default shall not in any way operate to preclude the City from also pursuing all available remedies against the Contractor and its sureties for said breach or default, including but not limited to termination of this Contract for convenience.

25. WAIVER AND REMEDIES: City's failure to enforce the terms or conditions herein or to exercise any right or privilege, or the City's waiver of any breach hereunder shall not thereafter waive any other term, condition, or privilege, whether of the same or similar type. Remedies under

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

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

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

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

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

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

31. INCORPORATED CONTRACT DOCUMENTS AND ORDER OF PRECEDENCE: The complete Contract includes these parts listed in this section below, which are incorporated by this reference as if fully as set forth herein. Any inconsistency in the parts of the contract shall be resolved by following this order of precedence (e.g., 1 presiding over 2, 2 over 3, 3 over 4, and so forth):

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

13. WSDOT Standard Plans.

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

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

James A. Kirkland
Action Technology Systems LLC
835 SE 17th Avenue
Portland OR 9721

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

CITY OF VANCOUVER
A municipal corporation

CONTRACTOR:
Action Technology Systems LLC

Eric Holmes, City Manager

Signature

Date

Printed Name /Title

Attest:

Date

Natasha Ramras, City Clerk

Approved as to form:

Jonathan Young, City Attorney



Staff Report 105-20

TO: Mayor and City Council

FROM: Eric Holmes, City Manager

DATE: 8/24/2020

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

Key Points

- Award a Contract for Fire System annual inspections and maintenance to meet required State and City Fire Life Safety Codes for all City buildings.
- Existing contract expired in March 31, 2020, but due to COVID-19 Pandemic, Procurement did an administrative extension until September 30, 2020, to allow time to prepare bid documents and get bid out.

Strategic Plan Alignment

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

Present Situation

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

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

SUMMARY OF BIDS	
BIDDER	AMOUNT
Fire Systems West, Vancouver, WA 98661	\$132,150.44
Basic Fire Protection, Portland, OR 97211	\$225,024.20
Siemens Industry, Non Responsive	NON-Responsive

Advantage(s)

To have a certified and reliable Fire Sprinkler Contractor to perform scheduled Fire Alarm and Sprinkler inspections along with any maintenance needed for the City's current and future buildings to meet the Washington State Fire codes and the City of Vancouver Fire Marshall codes and requirements.

Disadvantage(s)

None

Budget Impact

Funds for these inspections have been budgeted.

Prior Council Review

None

Action Requested

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

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

ATTACHMENTS:

- ▣ Contract



CONTRACT # C-100385

ITB 20-18 Fire Alarm and Sprinkler Annual Certification and Maintenance

THIS CONTRACT is entered into by and between the City of Vancouver, a municipal corporation under the laws of the State of Washington, hereinafter referred to as "City," and Fire Systems West, INC hereinafter referred to as "Contractor," whose address is 600 SE Maritime Ave., Vancouver, WA, 98661, hereinafter referred to "Parties."

WHEREAS, the City desires to engage the Contractor to provide public work and other related services for Fire Alarm and Sprinkler Annual Certification and Maintenance. Contractor has agreed to offer its services to perform said work per the City issued Invitation to Bid (ITB) No. 20-18 and all addenda thereto, Contractor's bid to said ITB, the Project Plans and Special Provisions, and City Council's approval on _____ per Staff Report No. _____; and

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

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

This Contract provides for the annual certification and maintenance of Fire Alarm and Fire Sprinkler/Suppression Systems. Contractors to provide required annual and semi-annual inspections, certifications and service for installed fire alarm and fire sprinkler/suppression systems. Information is also sought about labor costs to perform necessary and normal maintenance and required repairs and new installation of required replacements performed by the successful bidder for fire alarm and fire sprinkler/suppression systems listed in Attachments A, B, C, D, E, F, G and H in City of Vancouver owned or managed facilities all in accordance with the Bid Documents, Attachments and Special Provisions.

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

3. E-VERIFY PROGRAM: Contractor shall register and enter into a Memorandum of Understanding (MOU) with the Department of Homeland Security E-Verify program within sixty (60) days after execution of this Agreement. Contractor shall ensure all Contractor employees and any 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.

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

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

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

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

- 6. COMPENSATION AND SCHEDULE OF PAYMENTS:** In consideration of the promises and agreements of the Contractor as set forth herein, and in consideration of the faithful performance and furnishing of the work and materials required by this Contract to the satisfaction of the City, the City agrees to pay to the Contractor in the manner and at the times provided hereinafter and in the Contract Documents, and in accordance with the ordinances of the City of Vancouver and the laws of the State of Washington, the following sum as indicated, which amount does includes 8.4% Washington State Sales Tax (if applicable) \$137,158.52.

This amount reflects year one of the contract pricing, the contract will be amended annually to reflect the current contract year pricing. The amount finally to be paid is, however, variable upon the work actually performed and final payment will be made upon the basis of the amount of work performed and the materials furnished, and at the lump sum or unit prices fixed in the Contractor's Proposal and as modified by any and all approved Change Orders.

- 7. CONTRACTOR'S INSURANCE:** The Contractor agrees to procure insurance coverage as required below:

COVERAGE	LIMITS OF LIABILITY
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Policy shall include Bodily Injury, Property Damage, Personal Injury and Broad Form Contractual Liability	
Each Occurrence	\$1,000,000
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Combined Single Limit	\$1,000,000
III. Workers' Compensation (applicable to the State of Washington)	
Per Occurrence	Statutory
Employer's Liability	\$1,000,000
Disease Each Employee	\$1,000,000
Disease Policy Limit	\$1,000,000
Each Claim	\$1,000,000
Annual Aggregate	\$2,000,000
V. Builders Risk	

Builder's "All Risk" Property Insurance a. Coverage to include personal property of others in the care, custody and control of the contractor. Coverage should be written for 100% of the completed value. b. For additions or repairs of existing building structures, coverage to include contractor's interest in improvements, repairs, additions, alterations to completed buildings and subject to items described in "a".	Contract Value
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- 8. CONTRACTOR'S BOND:** The Contractor agrees that before it undertakes performance of this Contract, it will file with the City of Vancouver a Performance Bond and Payment Bond, in the forms prescribed by the City of Vancouver, in the full amount of the Contract price with a company authorized to do business in the State of Washington as a surety. The bonds shall comply with the laws of the State of Washington, and especially with the provisions of Chapter 39.08 RCW.
- 9. DISPUTE RESOLUTION:** In the event of a dispute between the Parties which cannot be resolved by the contract managers, the Contractor and the City shall review such dispute and may attempt to resolve the dispute. Any controversy or claim arising out of or relating to this Contract or the alleged breach of this Contract that cannot be resolved by the Parties within 30 days of receipt of written notice may be submitted to mediation. If the dispute is not resolved through mediation, it shall be submitted to binding arbitration in accordance with the rules and procedures set forth in Chapter 7.04A RCW. The Parties agree to pay their own attorneys' fees and expenses.
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awarded more than six months after the bids were due, the prevailing wage rates in effect on the award date shall apply.

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

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

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

This indemnity and hold harmless shall NOT apply in the case where liability arises from the sole negligence of the City. Contractor specifically acknowledges that the provisions contained herein have been mutually negotiated by the Parties and it is the intent of the Parties that Contractor provide the broadest scope of indemnity permitted by RCW 4.24.115.

- 14. OWNERSHIP OF RECORDS AND DOCUMENTS:** Any and all work product prepared by the Contractor in the course of performing this Contract shall immediately become the property of the City. In consideration of the compensation provided for by this Contract, the Contractor hereby further assigns all copyright interests in such work product to the City. A copy may be retained by the Contractor. Previously owned intellectual property of Contractor or any third party, and any know-how, methodologies or processes used by Contractor to provide the services or project deliverables under this Contract shall remain property of the original City.
- 15. PUBLIC DISCLOSURE COMPLIANCE:** The parties acknowledge that the City is an “agency” within the meaning of the Washington Public Records Act, Chapter 42.56 RCW, and that materials submitted by the Contractor to the City become public record. Such records may be subject to public disclosure, in whole or part and may be required to be released by the City in the event of a request for disclosure. In the event the City receives a public record request for any data or deliverable that is provided to the City and that is licensed from the Contractor, the City shall notify the Contractor of such request and withhold disclosure of such information for not less than five (5) business days, to permit the Contractor to seek judicial protection of such information, provided that the Contractor shall be responsible for attorney fees and costs in such action and shall save and hold harmless the City from any costs, attorney fees or penalty assessment under Chapter 42.17 RCW for withholding or delaying public disclosure of such information.
- 16. AMENDMENTS:** All changes to this Contract, including changes to the statement of work and compensation, must be made by written Change Order and/or Amendment and signed by all parties to this Contract.
- 17. AUTHORIZATION AND COMPLIANCE WITH THE LAW:** The Contractor certifies that the person signing the Contract is legally authorized to enter into this binding Contract and that the Contractor shall fully comply with all relevant, federal, state and municipal laws, rules, regulations and policies.
- 18. RELATION OF PARTIES:** The Contractor, its subcontractors, agents and employees are independent contractors performing services for The City and are not employees of City; shall not, as a result of this Contract, accrue leave, retirement, insurance, bonding or any other benefits afforded to City employees; and, shall not have the authority to bind the City in any way except as may be specifically provided in the Statement of Work.

19. JURISDICTION/VENUE: In the event that any litigation should arise concerning the construction or interpretation of the terms and/or conditions of this Contract, the venue of such action of litigation shall be in the Superior Court of the State of Washington in and for the County of Clark. This Contract shall be governed by the law of the State of Washington.

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

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

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

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

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

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

24. OPPORTUNITY TO CURE: The City at its sole discretion may in lieu of a termination allow the Contractor to cure the defect(s), by providing a "Notice to Cure" to Contractor

setting forth the remedies sought by City and the deadline to accomplish the remedies. If the Contractor fails to remedy to the City's satisfaction the breach or default of any of the terms, covenants, or conditions of this Contract within the time stated time, the City shall have the right to terminate the Contract without any further obligation to the Contractor. Any such termination for default shall not in any way operate to preclude the City from also pursuing all available remedies against the Contractor and its sureties for said breach or default, including but not limited to termination of this Contract for convenience.

- 25. WAIVER AND REMEDIES:** City's failure to enforce the terms or conditions herein or to exercise any right or privilege, or the City's waiver of any breach hereunder shall not thereafter waive any other term, condition, or privilege, whether of the same or similar type. Remedies under this Contract are cumulative; the use of one remedy shall not be taken to exclude or waive the right to use another.
- 26. ENTIRETY OF CONTRACT:** This Contract incorporates all the agreements, covenants and understanding between the parties hereto and are merged into this written Contract. No prior agreement or prior understanding, verbal or otherwise, of the parties or their agents shall be valid or enforceable unless set forth in this Contract.
- 27. USE OF CITY'S NAME:** Contractor may not use any of City's name, trademark, service marks, or logo in connection with the services contemplated by this Contract or otherwise without the prior written permission of City, which permission may be withheld for any or no reason and may be subject to certain conditions.
- 28. NON-DISCRIMINATION AND EQUAL EMPLOYMENT OPPORTUNITY:** During the term of this Contract, Contractor will not discriminate against any employee or applicant for employment in accordance with RCW Chapter 49.60, including, but not limited to creed, religion, race, color, age, sex, marital status, sexual orientation, sexual identity, pregnancy, military status, political ideology, ancestry, national origin, or the presence of any sensory, mental or physical disability, unless based upon a bona fide occupational qualification. The Contractor will take affirmative action to ensure that applicants and employees are treated fairly, without regard to their creed, religion, race, color, sex, national origin, or the presence of any sensory, mental or physical disability. Such action shall include all terms and conditions of employment, compensation, and benefits, including apprenticeship.
- 29. BINDING EFFECT:** The provisions, covenants and conditions in this Contract bind the parties, their legal heirs, representatives, successors, and assigns.
- 30. RATIFICATION:** Acts taken pursuant to this Contract but prior to its effective date are hereby ratified and confirmed.

31. INCORPORATED CONTRACT DOCUMENTS AND ORDER OF PRECEDENCE: The complete Contract includes these parts listed in this section below, which are incorporated by this reference as if fully as set forth herein. Any inconsistency in the parts of the contract shall be resolved by following this order of precedence (e.g., 1 presiding over 2, 2 over 3, 3 over 4, and so forth):

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

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

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

Rob Henderson
Fire Systems West Inc
600 SE Maritime Ave, Suite 300
Vancouver, WA 98661

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

CITY OF VANCOUVER

A municipal corporation

CONTRACTOR:

Fire Systems West Inc

Eric Holmes, City Manager

Signature

Date

Printed Name /Title

Attest:

Date

Natasha Ramras, City Clerk

Approved as to form:

Jonathan Young, City Attorney



Staff Report 106-20

TO: Mayor and City Council

FROM: Eric Holmes, City Manager

DATE: 8/24/2020

SUBJECT Bid Award for the Water Station 5 Transmission Main (Bid 20-22)

Key Points

- The water transmission main will provide additional water conveyance from Water Station 5 to the eastern regions of the water service area.
- Five bids were received and Tapani, Incorporated has been determined to be the lowest responsive and responsible bidder.
- Award of bid allows the City to move forward with construction.
- Tapani, Incorporated is anticipating meeting the City's apprenticeship utilization goal of 5%, consistent with the City's current policy.

Strategic Plan Alignment

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

Present Situation

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

The project will provide for full width pavement restoration in Garrison Road between Mill Plain

and Northeast 14th Street to repair existing pavement presently in poor condition. The paving repairs are a coordinated effort between Water Engineering and Pavement Management, sharing in the final project costs related to the additional street improvements.

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

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

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

Advantage(s)

1. Provides for needed water conveyance to the eastern regions of the water service area.
2. Increases water system reliability by increasing the ability to move water from west to east withing the service area.
3. Strengthens the water distribution system and provides for improved fire flow.
4. The pipeline has been engineered for energy efficiency with future the Water Station 5 site upgrades in mind.
5. Installs water utility improvements in coordination with Pavement Management to improve the integrity of the roadway surface.

Disadvantage(s)

Temporary traffic disturbances and inconvenience to neighboring properties unavoidable during construction.

Budget Impact

The funds for this project are budgeted in the 2019-2020 Water Capital Budget as project number 083557.

Prior Council Review

Approved in the 2019-2020 Water Capital Budget and the 2015 Comprehensive Water System

Plan.

Action Requested

Award a contract for the construction of the Water Station 5 Transmission Main project to the lowest responsive and responsible bidder, Tapani, Incorporated of Battle Ground, Washington, at their bid price of \$4,245,395.94, including Washington State sales tax.

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

ATTACHMENTS:

▣ Contract



CONTRACT # Supplier Contract #
ITB #20-22: WATER STATION 5 TRANSMISSION MAIN

THIS CONTRACT is entered into by and between the City of Vancouver, a municipal corporation under the laws of the State of Washington, hereinafter referred to as "City," and Tapani, Inc. hereinafter referred to as "Contractor," whose address is 1904 SE 6th Place, Battle Ground, WA 98604, hereinafter referred to "Parties."

WHEREAS, the City desires to engage the Contractor to provide public work and other related services for Water Station 5 Transmission Main. Contractor has agreed to offer its services to perform said work per the City issued Invitation to Bid (ITB) No. 20-22 and all addenda thereto, Contractor's bid to said ITB, the Project Plans and Special Provisions, and City Council's approval on _____ per Staff Report No. _____; and

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

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

The Contractor shall furnish and install approximately 10,300 linear feet of 30-inch, 250 linear feet of 20-inch, and 100 linear feet of 16-inch fully restrained zinc coated ductile iron water main along with pavement restoration and street improvements, all in accordance with the attached Contract Plans, these Contract Provisions, and the Standard Specifications.

The contract work shall be fully complete within 120 working days from the Notice to Proceed.

2. **EFFECTIVE DATE:** This Contract is effective as of the last signature dated below.
3. **E-VERIFY PROGRAM:** Contractor shall register and enter into a Memorandum of Understanding (MOU) with the Department of Homeland Security E-Verify program within sixty (60) days after execution of this Agreement. Contractor shall ensure all Contractor employees and any 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.

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

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

1. Have a current certificate of registration in compliance with chapter 18.27 RCW, which must have been in effect at the time of subcontract bid submittal;
 2. Have a current Washington Unified Business Identifier (UBI) number;
 3. Have received training on the requirements related to public works and prevailing wage as required by RCW 39.04.350;
 4. Within the three-year period immediately preceding the date of the bid solicitation, not have been determined by a final and binding citation and notice of assessment issued by the department of labor and industries or through a civil judgment entered by a court of limited or general jurisdiction to have willfully violated, as defined in RCW 49.48.082, any provision of chapter 49.46, 49.48, or 49.52 RCW.
 5. If applicable, have:
 - i. Have Industrial Insurance (workers' compensation) coverage for the subcontractor's employees working in Washington, as required in Title 51 RCW;
 - ii. A Washington Employment Security Department reference number, as required in Title 50 RCW;
 - iii. A Washington Department of Revenue state excise tax registration number, as required in Title 82 RCW;
 - iv. An electrical contractor license, if required by Chapter 19.28 RCW;
 - v. An elevator contractor license, if required by Chapter 70.87 RCW.
 6. Not be disqualified from bidding on any public works contract under RCW 39.06.010 or 39.12.065 (3).
- 5. DELINQUENT STATE TAXES:** The Contractor shall not owe delinquent taxes to the Washington State Department of Revenue without a payment plan approved by the Department of Revenue.
- 6. COMPENSATION AND SCHEDULE OF PAYMENTS:** In consideration of the promises and agreements of the Contractor as set forth herein, and in consideration of the faithful performance and furnishing of the work and materials required by this Contract to the satisfaction of the City, the City agrees to pay to the Contractor in the manner and at the times provided hereinafter and in the Contract Documents, and in accordance with the ordinances of the City of Vancouver and the laws of the State of Washington, the following sum as indicated, which amount does includes 8.4% Washington State Sales Tax (if applicable) \$4,245,395.94 .

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

- 7. CONTRACTOR'S INSURANCE:** The Contractor agrees to procure insurance coverage as required below:

COVERAGE	LIMITS OF LIABILITY
I. Commercial General Liability:	
Policy shall include Bodily Injury, Property Damage, Personal Injury and Broad Form Contractual Liability	
Each Occurrence	\$1,000,000
General Aggregate Per Occurrence	\$2,000,000
Products & Completed Operations Aggregate	\$2,000,000
Personal and Advertising Injury	\$1,000,000
Blanket Contractual Liability	\$1,000,000
II. Commercial Automobile Liability	
Policy shall include Bodily Injury and Property Damage, for any owned, Hired, and/or Non-owned vehicles used in the operation, installation and maintenance of facilities under this agreement.	
Combined Single Limit	\$1,000,000
III. Workers' Compensation (applicable to the State of Washington)	
Per Occurrence	Statutory
Employer's Liability	\$1,000,000
Disease Each Employee	\$1,000,000
Disease Policy Limit	\$1,000,000
Each Claim	\$1,000,000
Annual Aggregate	\$2,000,000
IV. Pollution Legal Liability	
Each Claim	\$3,000,000
Annual Aggregate	\$6,000,000
V. Builders Risk	
Builder's "All Risk" Property Insurance	Contract Value
a. Coverage to include personal property of others in the care, custody and control of the contractor. Coverage should be written for 100% of the completed value. b. For additions or repairs of existing building structures, coverage to include contractor's interest in improvements, repairs, additions, alterations to completed buildings and subject to items described in "a".	

8. **CONTRACTOR'S BOND:** The Contractor agrees that before it undertakes performance of this Contract, it will file with the City of Vancouver a Performance Bond and Payment Bond, in the forms prescribed by the City of Vancouver, in the full amount of the Contract price with a company authorized to do business in the State of Washington as a surety. The bonds shall comply with the laws of the State of Washington, and especially with the provisions of Chapter 39.08 RCW.
9. **DISPUTE RESOLUTION:** In the event of a dispute between the Parties which cannot be resolved by the contract managers, the Contractor and the City shall review such dispute and may attempt to resolve the dispute. Any controversy or claim arising out of or relating to this

Contract or the alleged breach of this Contract that cannot be resolved by the Parties within 30 days of receipt of written notice may be submitted to mediation. If the dispute is not resolved through mediation, it shall be submitted to binding arbitration in accordance with the rules and procedures set forth in Chapter 7.04A RCW. The Parties agree to pay their own attorneys' fees and expenses.

10. EMPLOYMENT OF LABOR: The Contractor agrees that all persons employed by Contractor and by any of its subcontractors and any of their lower tier contractors in work performed pursuant to this Contract shall not be employed in excess of eight (8) hours in any one day, except as provided or allowed by Chapter 49.28 RCW and WAC 296-127 and any amendment thereto.

11. PAYMENT OF LABOR: The Contractor agrees that all laborers, workers, or mechanics employed by it or by any subcontractor in the performance of this Contract will be paid not less than the prevailing rate of wage for an hours work, in accordance with the provisions of the Chapter 39.12 RCW, and all rules and regulations promulgated pursuant thereto. The State of Washington prevailing wage rates applicable for this public works project, which is located in Clark County, may be found at the following website address of the Department of Labor and Industries: <https://fortress.wa.gov/lni/wagelookup/prvWagelookup.aspx>. The prevailing wage rates in effect at the time of the bid submittal deadline shall apply for the duration of the project, no matter how long it lasts. However, if the Contract is awarded more than six months after the bids were due, the prevailing wage rates in effect on the award date shall apply.

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

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

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

No payment shall be made to the Contractor, however, until the Contractor and all subcontractors who have performed work shall have filed and received approval of a Statement of Intent to Pay Prevailing Wage as required by RCW 39.12.040 from the Washington State Department a Labor and Industries. Said Contractor and all subcontractors shall also keep

accurate payroll records for three years from the date of acceptance as described in RCW 39.12.120. A Contractor and all subcontractors shall, file a copy of its certified payroll records using the Department of Labor and Industries online system on a monthly basis. A Contractor's noncompliance with this section shall constitute a violation of RCW 39.12.050.

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

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

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

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

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

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

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

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- 25. WAIVER AND REMEDIES:** City's failure to enforce the terms or conditions herein or to exercise any right or privilege, or the City's waiver of any breach hereunder shall not thereafter waive any other term, condition, or privilege, whether of the same or similar type. Remedies under this Contract are cumulative; the use of one remedy shall not be taken to exclude or waive the right to use another.
- 26. ENTIRETY OF CONTRACT:** This Contract incorporates all the agreements, covenants and understanding between the parties hereto and are merged into this written Contract. No prior agreement or prior understanding, verbal or otherwise, of the parties or their agents shall be valid or enforceable unless set forth in this Contract.
- 27. USE OF CITY'S NAME:** Contractor may not use any of City's name, trademark, service marks, or logo in connection with the services contemplated by this Contract or otherwise without the prior written permission of City, which permission may be withheld for any or no reason and may be subject to certain conditions.
- 28. NON-DISCRIMINATION AND EQUAL EMPLOYMENT OPPORTUNITY:** During the term of this Contract, Contractor will not discriminate against any employee or applicant for employment in accordance with RCW Chapter 49.60, including, but not limited to creed, religion, race, color, age, sex, marital status, sexual orientation, sexual identity, pregnancy, military status, political ideology, ancestry, national origin, or the presence of any sensory, mental or physical disability, unless based upon a bona fide occupational qualification. The Contractor will take affirmative action to ensure that applicants and employees are treated fairly, without regard to their creed, religion, race, color, sex, national origin, or the presence of any sensory, mental or physical disability. Such action shall include all terms and conditions of employment, compensation, and benefits, including apprenticeship.
- 29. BINDING EFFECT:** The provisions, covenants and conditions in this Contract bind the parties, their legal heirs, representatives, successors, and assigns.

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

31. INCORPORATED CONTRACT DOCUMENTS AND ORDER OF PRECEDENCE: The complete Contract includes these parts listed in this section below, which are incorporated by this reference as if fully as set forth herein. Any inconsistency in the parts of the contract shall be resolved by following this order of precedence (e.g., 1 presiding over 2, 2 over 3, 3 over 4, and so forth):

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

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

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

Tod Tapani
Tapani, Inc.
1904 SE 6th Place
Battle Ground, WA 98604

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

CITY OF VANCOUVER
A municipal corporation

CONTRACTOR:
Tapani, Inc.

Eric Holmes, City Manager

Signature

Date

Printed Name /Title

Attest:

Date

Natasha Ramras, City Clerk

Approved as to form:

Jonathan Young, City Attorney



Staff Report 107-20

TO: Mayor and City Council

FROM: Eric Holmes, City Manager

DATE: 8/24/2020

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

Key Points

- NE 68th Street between Highway 99 and St. Johns Road is maintained by both Clark County (west segment) and the City of Vancouver (east segment)
- The corridor lacks an existing continuous sidewalk along either side of the street, creating potential safety issues for pedestrians
- The City and County have obtained grant funding that will facilitate construction of a continuous sidewalk along the south side of the street
- The attached Interlocal Agreement sets forth the conditions under which the sidewalk project will be completed

Strategic Plan Alignment

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

Goal 1, Objective 1.1: Develop and maintain a safe, balanced and innovative transportation system that will meet the needs of future generations.

Present Situation

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

The City and County have received two pedestrian grants totaling \$1.7 million. These funds

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

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

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

Advantage(s)

1. Completion of a continuous sidewalk will enhance the safety for pedestrians accessing recreational, transit and commercial destinations
2. Encourages more pedestrian activity

Disadvantage(s)

There are no known disadvantages.

Budget Impact

As noted in Section VI of the Interlocal Agreement, the City will be responsible for remitting an estimated \$59,500 to the County for project management, surveying, environmental permitting and right-of-way acquisition. These funds are included in the current 2020 budget. In addition, the City will be responsible for an estimated \$1,245,000 as the City's share of the construction contract. \$700,000 of this sum will be provided by the grant funding. The remaining \$545,000 is included in the proposed 2021-22 budget request.

Prior Council Review

The NE 68th Street Sidewalk project was included in the 2021-2026 Transportation Improvement Plan, which was adopted by the City Council on June 15, 2020.

Action Requested

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

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

ATTACHMENTS:

- ▢ Interlocal Agreement

**INTERLOCAL AGREEMENT BETWEEN
CLARK COUNTY AND THE CITY OF VANCOUVER
For the**

**NE 68th Street Sidewalk Project
(Clark County Project No. CRP #372122)
(City of Vancouver Project No. PRJ072462)**

This interlocal agreement (Agreement) is entered into between Clark County and the City of Vancouver (Vancouver) pursuant to the State of Washington Interlocal Cooperation Act, chapter 39.34 RCW. Both entities may be referred to in this Agreement collectively as "Parties" or individually as a "Party".

I. PURPOSE

The purpose of this agreement is to define the services, funding, and payment method for the development and construction of the NE 68th St. Sidewalk Project (Project). The services generally include administrative, engineering, professional, real property, and construction services.

II. THE PROJECT

The project involves the planning, design, property acquisition, permitting, and construction of a sidewalk along NE 68th Street between NE Highway 99 and St. Johns Road (see EXHIBIT A). The length of the project is approximately 1.3 miles (6,750 lineal feet), with a portion being within each jurisdiction. The city limits is at approximately NE 28th Avenue and the length of the Vancouver segment is approximately 0.25 miles (1,348 lineal feet). The project is being funded by Clark County, the City of Vancouver, and federal grants from the Federal Highways Administration (FHWA). Other funding sources may be awarded as the project evolves. The current federal grants will support construction for both agencies (Vancouver and Clark County).

III. PROJECT FUNDING

Clark County and Vancouver have applied jointly for Transportation Alternatives (TA) and Congestion Mitigation and Air Quality Improvement (CMAQ) federal grants hereinafter "TA grant," and "CMAQ grant" respectively, to partially fund the Project for construction only.

Vancouver agrees to contribute its projected share based on the current estimate for the Project, an amount equal to the actual direct and related indirect costs for Vancouver's portion of the work (identified by roadway stations below).

The TA grant awarded the Project \$1,100,000 for construction only and requires a local match of 13.5 percent (13.5%). The CMAQ awarded the Project \$600,000 and required a local match of 13.5 percent (13.5%). The Project's total construction estimated cost is three million, eight hundred ninety-five thousand dollars (\$3,895,000). The Project construction amounts for Clark County is two million, six hundred fifty thousand dollars (\$2,650,000). The construction contract for Vancouver is estimated at one million, two hundred forty-five thousand dollars (\$1,245,000). Vancouver's portion of the TA and CMAQ grants is seven hundred thousand dollars (\$700,000). The portion of Clark County's TA and CMAQ grants is one million dollars (\$1,000,000). Vancouver agrees to pay for all Vancouver construction cost relating to work between stations 71+51 to 84+80. The grants will pay for seven hundred thousand dollars (\$700,000) of Vancouver's work and Clark County will request matching funds to support Vancouver's construction as part as Vancouver's portion of funding.

IV. SERVICES

Clark County and Vancouver are both providing services for the delivery of the project. Clark County is providing design services (consultant design), topographic surveying, right-of-way plans, and legal descriptions within Clark County's jurisdiction. Vancouver is providing design services (consultant design), and topographic surveying, within Vancouver's jurisdiction. Additionally, Clark County is providing the following services for the entire project (both Clark County and Vancouver portions):

- a. **Project Management Services:** Clark County is providing overall management of the project in coordination with Vancouver. This generally involves preparing and managing the project scope of work, project budget, and schedule. Other tasks include managing the consultant design services and coordination with other disciplines at Clark County and Vancouver, facilitating monthly team meetings and other meetings as needed, coordination of utility service providers, community outreach efforts, coordinating plans/specification reviews at milestones, communicating project information and status to Clark County and Vancouver stakeholders.
- b. **Real Property Services:** This work involves services necessary to acquire the property and agreements needed for the projects. This includes research, project right-of-way funding estimates, appraisals, relocation documentation (if

needed), property owner negotiations and associated documentation, all in accordance with WSDOT and FHWA requirements (Uniform Act).

- c. **Surveying:** Develop right-of-way plans and legal descriptions for properties in both jurisdictions.
- d. **Environmental Permitting:** Clark County and Vancouver segments will be permitted as one project with Clark County leading all permitting tasks. Sign-offs will be needed by both jurisdictions for documentation and application submittals to the various agencies. Expenses for preparing the permits and documentation are in the consultant contracts for each agency.
- e. **Construction Bidding:** Once contract documents have been prepared and approved by both parties, Clark County will bid the project for construction. These tasks generally include printing, advertising the contract for bids, issuing any needed addendums, publicly opening bids, reviewing bids, and awarding / executing a contract with the successful bidder.
- f. **Construction Contract Administration:** Once executed, Clark County will administer the construction contract, paying contractor invoices, and provide staff to inspect the contractor's work. Construction surveying, staking, and testing of materials and in-place work will also be provided by the County.
- g. **Grant Administration:** Clark County will administer the grants for this project, in coordination with Vancouver. Grant administration generally includes communicating with funding partners, submitting required agreements and tracking reports, and billing grants for project expenses.

V. CONSTRUCTION CONTRACT and ADMINISTRATION

The construction contract for the Project will be bid, awarded, and administered by Clark County. The guidelines and requirements for bidding and awarding a construction contract are outlined in the WSDOT Standard Specifications and the WSDOT Local Agency Guidelines. The construction estimate and contract bid proposal for the project will include two schedules of work, one for each jurisdiction. This will allow Clark County and Vancouver to keep track of the construction work within each jurisdiction (other schedules may be included in the bid proposal for utility work).

Clark County will open contractor bids in a public forum and bids will be reviewed according to the WSDOT Standard Specifications. Each agency will review the bid and provide a

recommendation on the award of a construction contract. Both agencies must sign (execute) the contract with the successful contractor.

VI. COMPENSATION

Vancouver agrees to compensate Clark County for actual cost of services rendered, including overhead costs.

- a. **Project Management:** Clark County's estimate of project management costs for the Vancouver portion of the project is \$8,000. Vancouver will compensate Clark County for a percentage of the actual project management cost for the entire project. This cost is based on Vancouver's percentage of the entire project length (20%).
- b. **Topographic Surveying:** Clark County's estimate for construction surveying for the Vancouver portion of the project is \$10,000. Vancouver will compensate Clark County for the actual cost of work within Vancouver jurisdiction.
- c. **Environmental Permitting:** Clark County's estimate of environmental permitting costs for the Vancouver portion of the project is \$1,500. Vancouver will compensate Clark County for a percentage of the actual environmental permitting cost for the entire project. This is based on Vancouver's percentage of the entire project length (20%).
- d. **Real Property Services:** Clark County's estimate of Real Property Services administrative costs for the Vancouver portion of the project is \$40,000. Vancouver will compensate Clark County for the actual administrative costs when working on property acquisition within Vancouver jurisdiction. Also, Clark County Real Property Services negotiation and acquisition will result in a compensation settlement agreement with each property owner in Vancouver jurisdiction. Settlements will be based on appraised values and Just Compensation. Administrative settlements over 10% of the Just Compensation amount will be subject to approval by Vancouver. Once an agreement is reached Vancouver will pay the settlement amount directly to the property owner.
- e. **Construction Services:** Clark County's compensation for construction services will be calculated based on the overhead rate applied to contractor payments for work within Vancouver jurisdiction. Clark County will pay contractor invoices for work within Vancouver jurisdiction. Clark County will then bill Vancouver for this work and include an overhead charge for Clark County's construction services.

- f. **Grant Administration:** The grant administration work by Clark County is considered de minimus and therefore no compensation is required.

The total dollar amount of Clark County services to be billed to Vancouver will include overhead charges. Two overhead charges will be used, one for construction services and one for all other services provide by Clark County. Clark County's current overhead rate for construction services is 11.14 percent of the construction contract amount for work on the Vancouver portion. Clark County's current overhead rate for all other services is 14.13 percent of the project expenses. Overhead rates are subject to change over the life of the Agreement.

Clark County will bill Vancouver for the grant match, including any overages, and other work performed on a monthly basis. Vancouver agrees to pay invoices within 30 days of receipt of invoices.

VII. INTERLOCAL ADMINISTRATION

Pursuant to RCW 39.34.030(4)(a), administration of this Agreement is shared by both agencies. No new or separate legal or administrative entity is created to administer the provisions of this Agreement. Unless otherwise specifically agreed by the parties in writing, all property, personal and real, utilized by the parties hereto in the execution of this Agreement shall remain the property of that party initially owning it. Each party accepts responsibility for compliance with federal, state, or local laws and regulations.

VIII. INDEPENDENT CONTRACTOR

The services provided by either party to this Agreement are independent in nature. Employees of Clark County are and will remain employees of Clark County. Employees of Vancouver are and will remain employees of Vancouver. Neither Party is entitled to the employment benefits of the other Party including, but not limited to: vacation pay, holiday pay, sick leave pay, medical, dental, or other insurance benefits, or any other rights or privileges afforded to the employees of each respective Party.

IX. RATIFICATION

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

X. INDEMNIFICATION

Each party shall defend, protect and hold harmless the other party from and against all claims, suits and/or other actions arising from any negligent or intentional act or omission of

that party's employees, agents and/or authorized subcontractor(s) while performing this Agreement. Neither party assumes responsibility to the other party for the consequences of any act or omission of any person, entity, firm or corporation not a party to this Agreement.

XI. AMENDMENT

Clark County and Vancouver may mutually amend this Agreement. Such amendments shall not be binding unless they are in writing and signed by personnel authorized to sign on behalf of the party. The Councils of Clark County and Vancouver authorize the following personnel, or their successors, to sign amendments to the Agreement:

Clark County

Kathleen Otto

Interim County Manager

City of Vancouver

Eric Holmes

City Manager

XII CHOICE OF LAW AND VENUE

This Agreement will be governed by the laws of the State of Washington, both as to interpretation and performance. The venue for any dispute related to this Agreement shall be in accord with RCW 36.01.050(3).

XIII. WAIVER

Failure of either party to declare any breach or default by the other party immediately upon the occurrence thereof, or delay in taking any action in connection therewith, shall not waive such breach or default, nor shall the inaction impact assertion of breach or default for future similar conduct.

XIV. INTEGRATION CLAUSE

This instrument embodies the whole agreement of the parties. There are no promises, terms, conditions or obligations other than those contained in this Agreement that may serve to bind the parties to the purpose of this Agreement beyond or contrary to the provisions of this Agreement. This Agreement supersedes all previous communications, representations or agreements, either oral or written that were related to the subject matter of the Agreement. Any provision of this Agreement declared invalid or illegal shall in no way effect or invalidate any other provision.

XV. ATTORNEY FEES

In the event a party to this Agreement defaults on a term of the Agreement of performance thereof, and the other party places the enforcement of the Agreement in the

hands of an attorney, the parties hereto agree to bear their own attorneys' fees, costs and expenses.

XVI. TERMINATION CLAUSE

All obligations of this Agreement shall continue until the Agreement is either terminated in writing, as stated below, or completion of the project, unless stated otherwise in this Agreement.

Either party may terminate this Agreement by delivering notice of termination to the other party. Termination will not be effective prior to the passing of ninety days from the date notice is properly provided to the non-terminating party. If this Agreement is so terminated, the terminating party shall be liable only for performance in accordance with the terms of this Agreement that is provided prior to the effective date of termination.

XVII. DISPUTES

In the event that a dispute arises under this Agreement, it will be resolved in the following manner: Clark County and Vancouver will each individually appoint one member to a Dispute Board. Those two appointed member will then jointly appoint a third member. The Dispute Board will evaluate and make a determination of the dispute. The decision of the Dispute Board may be appealed to the Superior Court for *de novo* review.

XVIII. RECORDING

As provided by RCW 39.34.040, this Agreement shall not take effect unless and until it has (i) been duly executed by both parties, and (ii) filed with the Clark County Auditor by Clark County.

XIX. TERM

This Agreement will take effect upon proper recording or posting and will remain in effect until completion of the project, unless terminated as provided herein. The parties have caused duplicate originals of this Agreement to be executed on the day and year the last signature hereto is affixed.

IN WITNESS WHEREOF, the Parties hereto have executed this Interlocal Agreement on the dates indicated below.

CLARK COUNTY, WASHINGTON



Kathleen Otto, Interim County Manager

**CITY OF VANCOUVER, WASHINGTON
A MUNICIPAL CORPORATION**

Eric Holmes, City Manager

Dated this 8 day of July, 2020

Dated this ____ day of _____, 2020

ATTEST:

Natasha Ramras, City Clerk

APPROVED AS TO FORM:

Tony Golik, Prosecuting Attorney



By: Bill Richardson
Civil Deputy Prosecuting Attorney

APPROVED AS TO FORM:

By: Jonathan Young
City Attorney



Staff Report 108-20

TO: Mayor and City Council

FROM: Eric Holmes, City Manager

DATE: 8/24/2020

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

Key Points

- The Washington State Recreation and Conservation Office has been a significant funding source for park projects since 1968, providing a total of \$10.1 million in grant funding for 40 projects throughout Vancouver. These funds allowed the City to leverage more than \$12.1 million in local funds to stimulate \$22.2 million in park and open space acquisition, development, and restoration city wide.
- This grant provides \$235,415 in state funding toward the acquisition of George and Hazel Stein Neighborhood Park and represents a 50% match to local funds.
- On September 9, 2019, City Council authorized acceptance and execution of the RCO grant agreement.
- A Deed-of-Right must be authorized and recorded for the park site committing the property to outdoor recreation use in perpetuity as required by the state grant agreement.

Strategic Plan Alignment

The acquisition of quality and strategically located park sites is a vital first step to realize a quality and complete park and trail system as identified in the City's Strategic Plan Goal #4. Once developed, the Stein property will support walkable neighborhoods as noted in Goal #6.

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

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

Present Situation

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

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

Advantage(s)

1. Complies with standard document procedures, grant reimbursement, and site management requirements of the Washington Recreation Conservation Office.
2. Grant award will reimburse the Parks Capital Fund for a total of \$235,415.
3. Grant funding leverages local resources for local park projects.

Disadvantage(s)

None identified.

Budget Impact

Grant funding leverages local resources to provide additional revenue for local park projects. Acceptance and execution of the DOR will allow staff to complete the reimbursement process.

Prior Council Review

On May 23, 2016, City Council authorized the acceptance of a 0.80 acre property donation from Mrs. Hazel Stein for expansion of the adjoining Tanglewood Neighborhood Park, and acquisition of the additional 1.85 acres from Cheryl Lyons. The combined parcels created a 3.42 acre Neighborhood Park named after the donor.

City Council also authorized Park staff to submit grant project applications to the Recreation and Conservation Office on February 26, 2018, with approval of the final grant agreement on September 9, 2019.

Action Requested

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

Monica Tubberville, Senior Planner, 360-487-8353

ATTACHMENTS:

- ▣ Deed of Right

Upon Recording, Please Return To:
Washington State Recreation and Conservation Office
PO Box 40917
Olympia, WA 98504-0917
Attn: Jesse Sims

**DEED OF RIGHT TO USE LAND FOR
PUBLIC OUTDOOR RECREATION PURPOSES**

George and Hazel Stein and Cheryl Lyons Property

Grantor: City of Vancouver Parks and Recreation

Grantee: STATE OF WASHINGTON, acting by and through the WASHINGTON
STATE RECREATION AND CONSERVATION FUNDING BOARD and the
WASHINGTON STATE RECREATION AND CONSERVATION OFFICE,
including any successor agencies

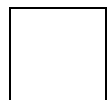
Abbreviated
Legal

Description: George and Hazel Stein (More particularly described in Exhibit "A" (Legal
Description) and as depicted in Exhibit "B" (Property Map)),

A portion of Serial Number 165337000 lying in the NE ¼ of the SW ¼, Sec.
28, T. 2 N., R. 2 E., W.M., Clark County, WA

And

Cheryl Lyons (More particularly described in Exhibit "C" (Legal Description)
and as depicted in Exhibit "D" (Property Map)),



Serial Number 165498000 lying in the SW ¼ of Sec. 28, T. 2 N., R. 2 E., W.M.,
Clark County, WA.

Assessor's Property Tax Parcel Number(s): 165337000 (Stein), 165498000 (Lyons)

Reference Numbers of Documents Assigned or Released: AFN 5288664 (Stein, Gift Deed)

The Grantor enters this Deed for and in consideration of monies coming in whole or in part from the WWRP-Local Park Account. Such grant is made pursuant to the Project Agreement entered into between the Grantor and the Grantee entitled George & Hazel Stein Neighborhood Park, Project Number 18-1679A signed by the Grantor on the _____ day of _____, 2020 and the Grantee the _____ day of _____, 2020 and supporting materials which are on file with the Grantor and the Grantee in connection with the Project Agreement.

The Grantor hereby conveys and grants to the Grantee as the representative of the people of the State, the right to enforce the following duties:

1. The Grantor shall take such reasonable and feasible measures as are necessary to protect the Real Property as described in Exhibit A and C: Legal Description for park purposes, consistent with the Project Agreement, so as to provide public access to outdoor recreation opportunities in perpetuity and protect public outdoor recreation and park resources.
2. The Grantor shall allow public access to the Property as provided in the Project Agreement. Such access shall be subject to the restrictions allowed under the Project Agreement, by written agreement with the Grantee, or under state law. This provision is not intended to prevent reasonable access or use restrictions that are necessary for safe and effective management of the property consistent with outdoor recreation purposes and the Project Agreement.
3. The Grantor shall provide access to the Grantee to inspect the Real Property for compliance with the terms of this Deed and the applicable Project Agreement to which the Grantor is a signatory. Such access shall be subject to the restrictions, if any, allowed under the Project Agreement, by written agreement with the Grantee, or under state law. The Grantor warrants it has and shall maintain the legal right and means to reach the property.
4. Without the prior written consent of the Grantee or its successors, through an amendment to the Project Agreement or the process set forth below, the Grantor shall not use or allow any use of the Real Property (including any part of it) that is inconsistent with the recreation purposes herein granted and as stated in the Project Agreement. The Grantor shall also not grant or suffer the creation of any property interest that is inconsistent with the recreation purposes herein granted and as stated



in the Project Agreement.

Grantee's consent to an inconsistent use or property interest under this Deed shall be granted only to the extent permitted by law and upon the following three conditions, which ensure the substitution of other eligible land. The conditions are: (1) the substitute recreation land must be of reasonably equivalent usefulness and location for the public outdoor recreation purposes as the Real Property prior to any inconsistent use; (2) the substitute recreation land must be of at least equal fair market value to the Real Property at the time of Grantee's consent to the inconsistent use; and (3) the fair market value of the Real Property at the time of the Grantee's consent to the inconsistent use shall not take into consideration any encumbrances imposed on or alterations made to that land as a result of the original state grant and other grants if such encumbrances or alterations reduce the value of the Real Property from what it would be without them.

For purposes of this Deed the Project Agreement includes any amendments thereto that occur prior or subsequent to the execution of this Deed.

This Deed contains covenants running with the land and shall be binding upon the Grantor, its successors and assigns, and upon any person acquiring the Property, or any portion thereof, or any interest therein, including a leasehold interest, whether by operation of law or otherwise. If the Grantor sells all or any portion of its interest, the new owner of the Property or any portion thereof (including, without limitation, any owner who acquires its interest by foreclosure, trustee's sale or otherwise) shall be subject to applicable covenants and requirements under the Deed.

This Deed may not be removed or altered from the Real Property unless specific approval has been granted by the Washington State Recreation and Conservation Office and/or the Washington State Recreation and Conservation Funding Board or its successors.

The Washington State Recreation and Conservation Office and the Washington State Recreation and Conservation Funding Board and/or its successors shall each have a separate and independent right to enforce the terms of this deed.

REMAINDER OF PAGE IS INTENTIONALLY BLANK; SIGNATURE PAGES FOLLOW



Grantor: City of Vancouver

Dated this _____ day of _____, 20_____

[illegible]

My commission expires _____

REMAINDER OF PAGE IS INTENTIONALLY BLANK; ADDITIONAL SIGNATURE PAGE
FOLLOWS

STATE OF WASHINGTON, acting by and through THE WASHINGTON STATE
RECREATION AND CONSERVATION FUNDING BOARD, administered by the
WASHINGTON STATE RECREATION AND CONSERVATION OFFICE

Dated this day of , 20

[illegible]

I certify that I know or have satisfactory evidence that _____
is the person who appeared before me, and said person acknowledged that they signed this
instrument, on oath stated that they were authorized to execute the instrument and acknowledge
it as the _____ for the Recreation and Conservation Office and to be
the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

My commission expires _____.

EXHIBIT A
Hazel Stein Donation Parcel
Legal Description

A portion of the Stein parcel described in a Personal Representative's Deed, filed under Auditors File # 9205140092, records of Clark County, Washington, more particularly described as follows;

Beginning at the northwest corner of Parcel "A" of Tanglewood-C, Book G of Plats, Page 716, records of Clark County, said point being on the South line of said Stein parcel;

Thence leaving said South line, northerly, parallel with the West line of Wil-Har Terrace-2, Book G of Plats, Page 449, Clark County records, 113 feet more or less to the South line of that tract of land conveyed to Roger Lyons, et ux, by deed recorded under Auditor's fine No. G 392430;

Thence easterly along said South line 311 feet more or less to the northeast corner of said Stein parcel, said point being on the West line of said Wil-Har Terrace-2;

Thence southerly along said West line 113 feet more or less to the southeast corner of said Stein parcel, said point being on the North line of said Tanglewood-C;

Thence westerly along said North line 311 feet more or less to the point of beginning;

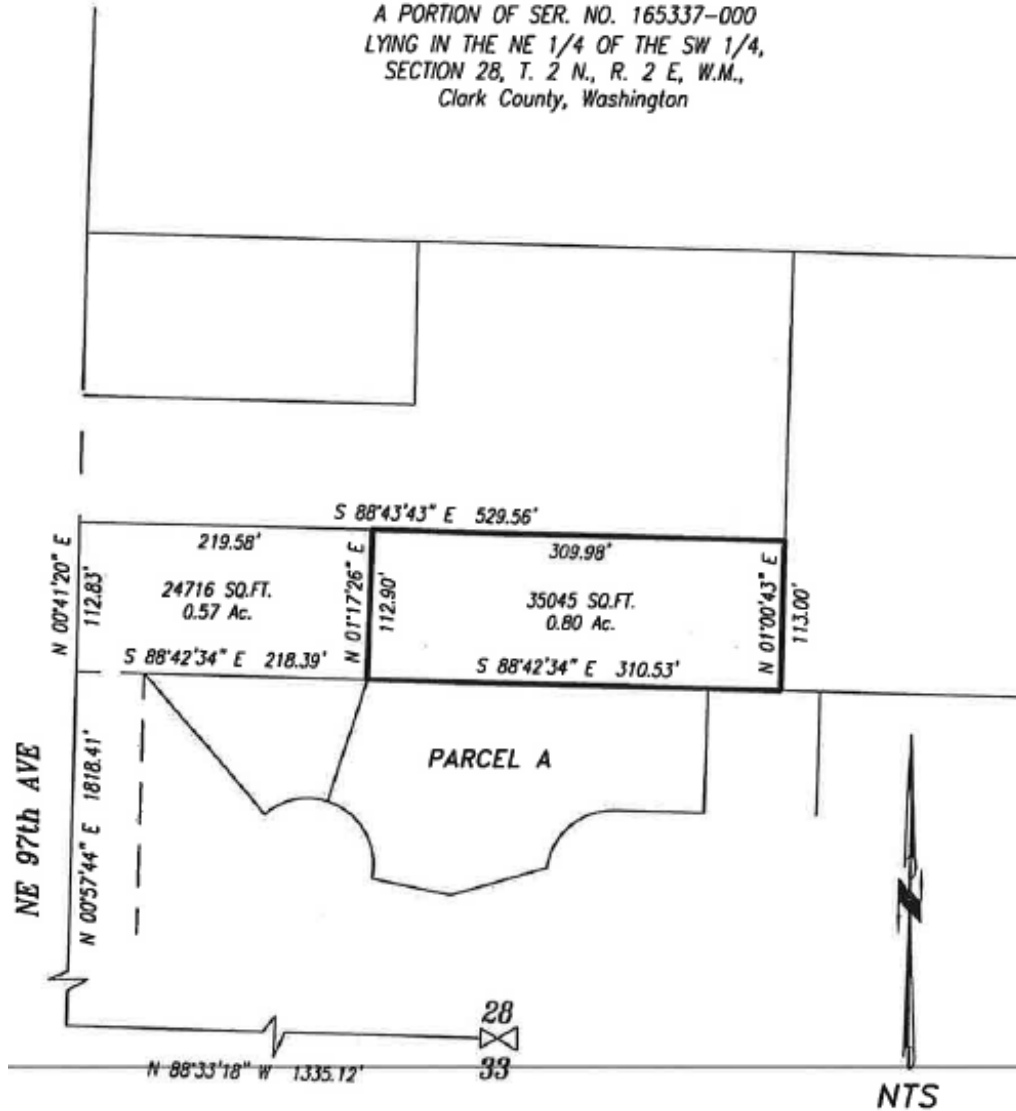
Contains 35,089 square feet more or less



EXHIBIT B
Hazel Stein Donation Parcel
Property Map

SKETCH TO ACCOMPANY LEGAL DESCRIPTION
FOR HAZEL STEIN

A PORTION OF SER. NO. 165337-000
LYING IN THE NE 1/4 OF THE SW 1/4,
SECTION 28, T. 2 N., R. 2 E, W.M.,
Clark County, Washington



OLSON LAND SURVEYORS
ENGINEERS
ENGINEERING INC. 222 E. EVERGREEN BLVD., VANCOUVER, WA 98660
1-360-695-1385
1-503-289-9936

EXHIBIT C
Cheryl Lyons
Legal Description

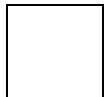
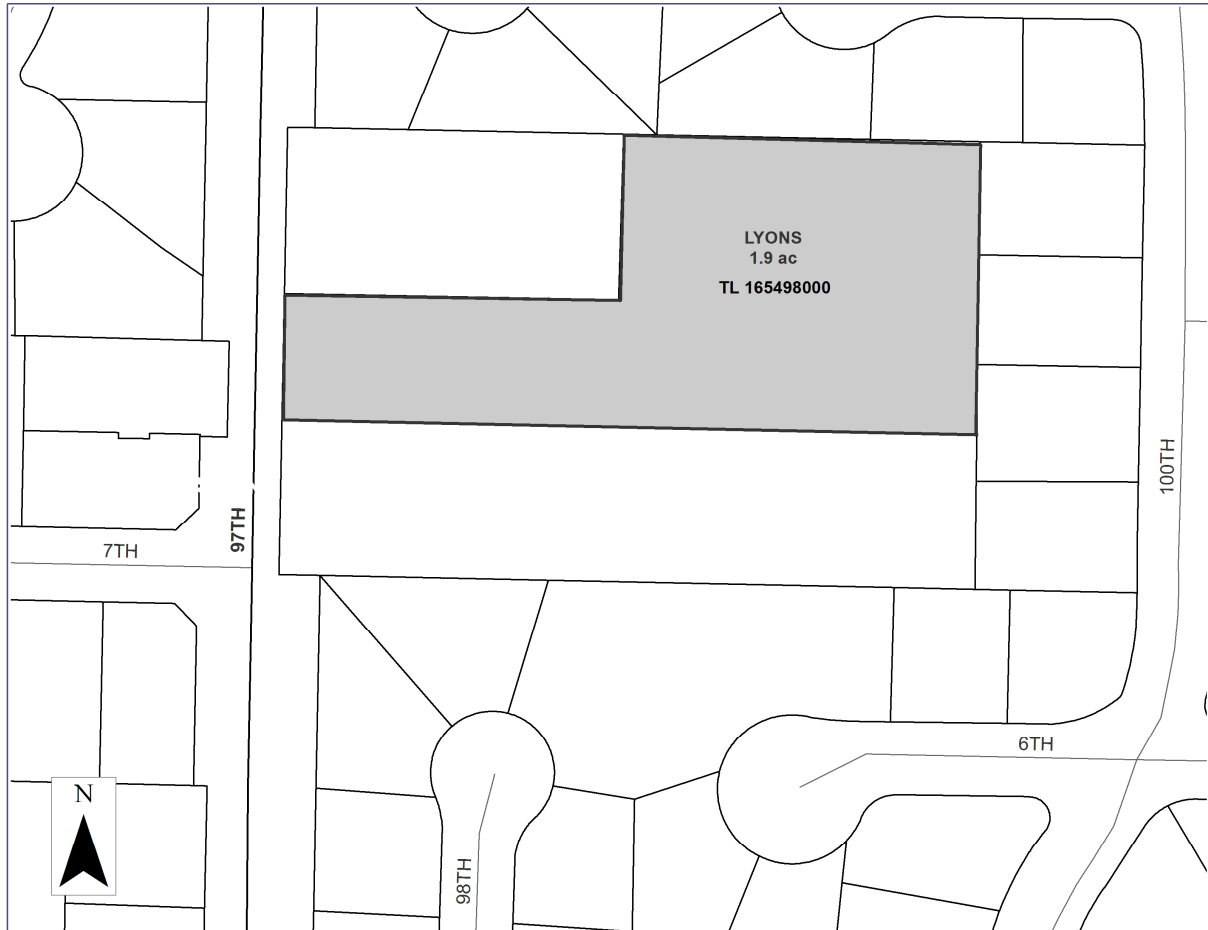
A PORTION OF THE NORTHEAST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 28, TOWNSHIP 2 NORTH, RANGE 2 EAST OF THE WILLAMETTE MERIDIAN, CLARK COUNTY, WASHINGTON, DESCRIBED AS FOLLOWS:

BEGINNING ON THE WEST LINE OF THE EAST HALF OF THE SOUTHWEST QUARTER OF SAID SECTION AT A POINT WHICH IS NORTH 0°20'30" WEST 2148.25 FEET FROM THE SOUTHWEST CORNER THEREOF; SAID POINT BEING THE NORTHWEST CORNER OF THAT TRACT CONVEYED TO HAROLD K. PECK, BY DEED RECORDED UNDER AUDITORS FILE NO. G 266023; THENCE SOUTH 0°20'30" EAST 122.00 FEET TO THE TRUE POINT OF BEGINNING OF THE TRACT HEREIN DESCRIBED; THENCE NORTH 89°54'30" EAST PARALLEL TO THE NORTH LINE OF SAID PECK TRACT, 268.35 FEET; THENCE NORTH 0°20'30" WEST 122.00 FEET TO THE NORTH LINE OF SAID PECK TRACT; THENCE NORTH 89°54'30" EAST, ALONG SAID NORTH LINE, 262.65 FEET; THENCE SOUTH 0°20'30" EAST 217.00 FEET; THENCE SOUTH 89°54'30" WEST 531.00 FEET TO THE WEST LINE OF THE EAST HALF OF THE SOUTHWEST QUARTER OF SAID SECTION 28; THENCE NORTH 0°20'30" WEST 95.00 FEET TO THE TRUE POINT OF BEGINNING.

EXCEPT THE WEST 20 FEET THEREOF LYING WITHIN N.E. 97TH AVENUE.



EXHIBIT D
Cheryl Lyons
Property Map





Staff Report 109-20

TO: Mayor and City Council

FROM: Eric Holmes, City Manager

DATE: 8/24/2020

SUBJECT Collective Bargaining Agreement with Vancouver Fire Department Guild

Key Points

- Three year agreement (2020-2022).
- Rates of pay for 2020-2022 will be adjusted by 4% for 2020, by 2% for 2021 and by 2% for 2022 each year.
- 2020 increases will be retroactive to January 1, 2020.
- \$750 one-time ratification incentive.

Strategic Plan Alignment

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

Present Situation

The labor group consisting of the Fire Marshal's Office personnel including the deputy fire marshal 1 and 2, lead deputy fire marshal, fire plan examiner, resource service technician, and fire code officer classifications petitioned and were approved by the Public Employment Relations Commission (PERC) to change their labor representation to the Vancouver Fire Department Guild. The change in representation caused the need to negotiate a new contract between the City and the Vancouver Fire Department Guild. The parties were able to work through a collaborative process and consensual decision making for a new three-year agreement. The labor agreement is being brought to Council for approval.

Advantage(s)

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

Disadvantage(s)

There are no known disadvantages to ratifying.

Budget Impact

The estimate of the cost of the negotiated increase over the three year agreement is \$247,148. Funding for the wage adjustments resulting from ratification of the 2020-2022 collective bargaining agreement with the Vancouver Fire Department Guild is available in the adopted 2020 budget. The financial impact will be taken into consideration in the development of the 2021-2027 forecast and budget policy for 2021-2022 budget. Due to negative economic consequences of the COVID-19 pandemic, it is highly likely the City will need to revisit personnel costs in the next biennial budget. However, this contract is being presented to Council for ratification consistent with the good faith with which it was bargained.

Prior Council Review

None

Action Requested

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

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

ATTACHMENTS:

- ▢ 2020-2022 Collective Bargaining Agreement with the new Vancouver Fire Department Guild
- ▢ 2017-2019 Collective Bargaining Agreement with the former representative IAFF Local 452 – Fire Marshal's Office (for comparison)

AGREEMENT

By and Between
The City of Vancouver
and
The Vancouver Fire Department Guild

2020-2022

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Fire Department Guild Agreement

The City of Vancouver and Vancouver Fire Department Guild (the Guild) recognize that the public interest requires the efficient and uninterrupted performance of Fire Department services, and to this end, pledge their best efforts to avoid or eliminate any conduct contrary to that objective. This agreement is an attempt to put in writing wages, hours and other conditions of employment.

The City of Vancouver and the Guild agree that the provisions of this agreement shall be applied equally to all employees covered hereby without regard, to race, color, religion, sex, pregnancy, marital status, domestic status, veteran status, sexual orientation, gender identity, national origin, disability, age, genetic information or any criteria established by state and federal statutes, rules or regulations, unless such would prohibit performance of a qualifications standard that is job related and consistent with business necessity to prevent a direct threat to health and safety.

Article 1 Guild Representation

- 1.1 The employer recognizes the Guild as the exclusive bargaining agent for the deputy fire marshal I and II, lead deputy fire marshal, fire plans examiner; resources service technician and fire code officer classifications.
- 1.2 The Employer and the Guild agree that questions of Guild representation that may arise shall be resolved in accord with rules of the Washington State Public Employment Relations Commission (PERC) and in accord with local, state or national statutes and rules.

Article 2 Rights of Management

- 2.1 The right to manage the municipal corporation is vested exclusively in the employer and such right includes but is not necessarily limited to the right to organize, schedule hours, staff, assign work and direct the work force; to set standards of service to be offered to the public; to introduce any and all new, improved and automatic methods or equipment in order to improve efficiency and to reduce costs, and to assign employees within the bargaining unit in accordance with such improvements and cost reduction methods, provided that safe working conditions are maintained; to take action as may be necessary in emergencies (i.e., natural disasters or catastrophes); and to make and enforce rules and regulations. Except as specifically modified by or treated in this agreement, all policies, matters, questions and terms affecting unit employees in their employment relations with the employer shall be governed by such rules, policies, and procedures as the employer, from time to time, may implement. The employer agrees that the Guild will have an opportunity prior to implementation to provide comments and suggestions concerning the new departmental rules and regulations.

Article 3 Union Security

- 3.1 The parties agree that the terms of this Agreement apply equally to all employees in the bargaining unit and as defined in this Agreement. Any bargaining unit employee may authorize the Employer to take any of the following actions with respect to dues or fees:
- A. Deduct from their pay the amount of the Guild membership dues charged by the Guild for representation and services provided by the Guild;
 - B. Deduct an amount certified by the Guild to be the 'fair share' fee for services provided by the Guild; or
 - C. Not deduct any due or fee; provided that an employee electing this option may be charged a reasonable fee for services requested by the employee for representation in grievance or arbitration procedures.
- 3.2 The Guild agrees to provide the employer with Guild dues deductions assignment forms for each employee who desires to pay their Guild dues/voluntary fair share fees by payroll deduction. The employer will deduct such dues/fair share fees from the wages of those employees and forward them to the Guild each month.
- 3.3 In the event an employee covered by the bargaining unit notifies the Employer that they no longer wish to have dues or fees deducted from their pay, the Employer shall notify the Guild of the notification within five (5) working days.
- 3.4 The Guild shall indemnify, defend and hold the City harmless from all suits, actions, proceedings or claims against the City or persons acting on behalf of the City, whether for damages, compensation, reinstatement or any combination thereof, arising out of application of this Article. In the event any decision is rendered by the highest court having jurisdiction that any portion of this article is invalid and/or that reimbursements must be made to any employees affected, the Guild shall be solely responsible for such reimbursements.

Article 4 Union Representatives and Union Activity

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

- 4.2 Guild representatives may, after receiving permission from their supervisor, visit the work location of employees covered by this Agreement, for the purpose of administering provisions of the agreement related to grievance processing, disciplinary action and posting of Guild notices on City provided bulletin boards.
- 4.3 Solicitation of Guild membership or collection or checking of dues will not be conducted during working hours other than as follows:
- A. Guild representatives are allowed access to new employees at an agreed upon time by the City and the Guild for the purposes of informing the employee about the exclusive bargaining representative within the first ninety (90) days of the employee's start date; and
 - B. Guild representatives shall have access to new employees once for new employee orientation for no more than thirty (30) minutes; and
 - C. Access shall occur during the employee's regular working hours at the employee's regular worksite, unless otherwise agreed.
- 4.4 The Employer agrees not to discriminate against any member of the Guild for their activity on behalf of or membership in the Guild, provided such activity is not carried on during working hours, except as expressly provided in this agreement.
- 4.5 Employee officers of the Guild shall be allowed reasonable time away from their work assignment for the purposes of meetings with the City for collective bargaining, grievances or disciplinary hearings or such other legitimate activities as are mutually agreed upon between the Guild and the City. City employees participating in such meetings or activities will be allowed to do so without loss of pay if scheduled during said employee's regularly scheduled work time. If meetings or activities go beyond the regularly scheduled work time, then the employees shall be on their own time, not paid by the City.

For the purposes of attendance at the bargaining table, not more than three (3) on duty employees will be present when bargaining the master agreement.

- 4.5.1 Employee Guild representatives shall request permission from their immediate manager for time away from their work assignment. Such requests shall be granted provided the time away does not unreasonably detract from their work performance and is in compliance with the above requirements as to the nature of the activity. Time away from their work assignment to act in the role

of Guild representative shall be coded on their timesheet as “Union Leave”.

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

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

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

4.8 Use of City telephones or computers related to Guild business.

A. City telephones or computers use is allowed subject to the following:

1. When such use is de minimis and incidental, such as arranging a meeting with a Guild representative.
2. For the purpose of conducting an investigation of a grievance, such as individual inquiries to co-workers.
3. For the purpose of interacting with the City’s representatives concerning Guild-City business, such as setting dates for City-Guild meetings, making inquiries regarding grievances, etc.

B. The uses cited in may continue only if they incur no additional cost to the City. The content of any and all communications using the City computer system is not privileged and may be subject to City review.

Article 5 Work Week, Hours of Work, and Schedule

5.1 The work period is defined as the timetable between 12:01 a.m., Sunday through 12:00 midnight the following Saturday. The work week shall be Monday through Friday, 8:00 a.m. to 5:00 p.m. (not to exceed forty (40) hours, excluding lunch periods.) Alternative work schedules may be determined by mutual agreement of the Guild and the employer.

5.2 Rest Periods – Each employee shall be given a 20-minute paid rest period in the first half of the working shift and a 20-minute paid rest period in the second half of the working shift, and an unpaid lunch period of not less than thirty (30) minutes or more than sixty (60) minutes (during the shift).

Article 6 Strikes, Work Stoppages and Work Slowdowns

- 6.1 The Employer and the Guild signatory to this agreement agree that the public interest requires the efficient and uninterrupted performance of all city services, and to this end, pledge their best efforts to avoid or eliminate any conduct contrary to this objective. The Guild and/or the employers covered by this agreement shall not cause or engage in any work stoppage, strikes, slowdown or other interference with employer functions, nor shall the city institute a lockout. In the event that a strike, boycott, slowdown, mass sick call, work stoppage or other interruption of work occurs, the employer shall notify the Guild of the existence of such activity and request information from the Guild as to whether or not the activity has been authorized. The Guild, after immediately responding to the employer's request, will then proceed to make every reasonable effort to terminate the work interruption activity and induce the employees concern to return to work so that service to the citizen of the City of Vancouver will not be affected. Employees shall not earn any benefits or wages whatsoever while they are engaged in such actions. In addition, employees who engage in, or encourage, such actions shall be subject to discipline and discharge.

Article 7 Medical Examinations

- 7.1 Fitness for Duty
The parties recognize that employees have the responsibility to report to work fit for duty.

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

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

- A. Should the findings of the employer requested medical and/or psychological exam have an adverse effect on the employee's employment, the employee will have an opportunity, at their sole discretion and expense, for a second examination.

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

7.2 Wellness Physicals

- A. Participation in the annual wellness physicals set up by the City will be mandatory for the classifications of Deputy Fire Marshals I and II and Lead Deputy Fire Marshal, whose job description includes fire investigation. Wellness screenings will be administered at the sole cost and discretion of the City.
- B. The City will bear the costs of the annual wellness physicals and shall include but not be limited to:
 - a. Bloodwork: Comprehensive Metabolic Panel, Lipid Panel, Complete Blood Count
 - b. Electrocardiogram
 - c. Treadmill Stress Test for those who are 40 years old and then every 5 years after the age of 40
 - d. Urine Microanalysis
- C. All information gathered as a result of the wellness testing process shall remain confidential between the medical and/or other service provider and the employee. Neither the City of Vancouver nor the Union shall have any right of access to the information.

Article 8 Rates of Pay

8.1 Pay Periods

The pay periods and pay dates will be as follows:

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

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

8.2 Salary Step Plan

8.2.1 2020: 4% increase

2021: 2% increase

2022: 2% increase

All employees in the Vancouver Fire Department Guild who are eligible to vote for contract ratification shall receive on the first full pay period following Council ratification a one-time gross payment of \$750 per member. This one-time payment will be prorated for part-time members (e.g. a .75 FTE will receive \$525).

8.2.2 Newly Hired or Rehired Employees

Employees will move through the defined salary steps on an annual basis, based on adjusted service date.

8.2.3 Promoted Employees

At the time of promotion (defined as voluntarily applying for and accepting a position in a higher pay range), employees will move to the step in the range of the new classification which results in an increase of at least 5% (but not above the top of the new pay range). Upon successful completion of a promotional probationary period, the employee's salary shall then be increased to the next step of the new range and annually thereafter on the employee's adjusted service date, up to the top of the range. In no event shall a promoted employee's salary be less than the starting pay of the salary range of the new classification.

8.2.4 Demoted Employees

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

For example, an employee is currently at step 3 and is eligible for step 4 on November 1st, but they voluntarily demote to a new position on August 1st. Their next step date will be reset to one year later, August 1st and each August 1st thereafter until reaching the top step.

8.2.5 Flexibly Staffed Positions

Flexibly staffed positions are classifications that allow the City to hire individuals who lack one of the required qualifications (such as ICC Fire Plans Examiner or years of experience) at a lower level, but allow a stated period to obtain the needed requirement. Upon attainment of the needed requirement, the individual's position is moved to the higher classification. Flexibly staffed positions may be filled at the I or II level, depending on the applicant's training and/or experience. If filled at a lower level, movement to the higher level will occur at the time the employee meets the minimum qualifications of the higher job class. An

example is the Deputy Fire Marshal I/II classification. At the time the employee obtains the required qualification and is moved to the higher classification, the employee will move to the step in the range of the higher classification which results in an increase of at least 5%. The employee's next eligibility for a step increase is one year from the date the employee moves to the higher classification and annually thereafter up to the top of the new range.

8.2.6 Probationary Period

A newly hired or rehired employee to the Vancouver Fire Department Guild bargaining unit is subject to a twelve (12) month probationary period. The probationary period for new employees may be extended with notification to the Guild. The Employer may discipline or discharge any newly hired or rehired employee at any time during the probationary period with or without cause, and such discipline or discharge shall not be subject to appeal.

Promotions and voluntary demotions are subject to a six (6) month probationary period. The probationary period for a promotion/demotion may be extended with notification to the Guild, for a maximum of six (6) additional months. In the event an employee does not successfully complete a promotion/demotion probationary period, the employee will be assigned to the employee's original position (if vacant) or to another vacant position for which they are qualified in the same class as, and at the same salary level as, the employee's original position. If the original position is not available, and no other vacant position is available meeting the applicable criteria in this Article, the employee will be placed on a reinstatement list for their original position or classification for twenty-four (24) months. Nothing in this section shall restrict the rights of the employee as defined in Article 8.

Promotion is defined as the following:

- a. Deputy Fire Marshal I or II to Lead Deputy Fire Marshal
- b. Fire Code Officer to Deputy Fire Marshal I

Promotion does not include the progression from Deputy Fire Marshal I to Deputy Fire Marshal II.

8.3 Overtime

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

Scheduled overtime is defined as overtime hours scheduled at least four (4) hours in advance of the end of the regular work shift preceding the overtime period. Any overtime scheduled under this Article shall be paid at a rate of one-and-one-half (1 ½) times the employee's regular base rate, during which time the Employer may provide and require work of the employee.

8.4 **Callback Pay**

Employees who have completed their regular work shift, are on their way home, or at home, and are not scheduled for overtime (as set forth in Article 8), shall be paid at double their regular base rate. Any call-back pay shall be for a minimum of two (2) hours, during which time the Employer may provide and require work of the employee called back.

Overtime and Callback Pay will be compensated rounding up to the nearest quarter hour.

8.5 **Working Out-of-Class**

An employee who is temporarily assigned the duties of a higher level position shall be paid at a rate of five percent (5%) above their current rate of pay, provided that each of the following conditions are met:

- A. The position is currently vacant OR the employee normally filling the position is on authorized leave OR the employee normally assigned to the position has been temporarily relieved of their regular duties to complete a special project approved by the fire chief or their designee.
- B. The employee is formally assigned to perform, and actually performs, duties of the higher job class which are not within the normal duties of the employee's regular job class. Formal assignment must include a written directive from the employee's supervisor.
- C. The employee is so assigned and actually works the assignment for a period of more than thirty five (35) consecutive working hours. If the employee is so assigned and actually works the assignment for a period of more than thirty five (35) hours, the out-of-class pay shall be retroactive for the first hour of that specific assignment. When an employee assumes the supervisory duties as outlined in this section, this shall not be considered an acting appointment to the position of Fire Marshal.

8.6 **Compensatory Time**

At the Employer's option, compensating time off at the applicable premium rate may be accrued in lieu of overtime or callback pay.

Compensating time off may accumulate not to exceed forty eight (48) hours. All accrued unused compensatory time will be paid out at the time of separation.

Employees will be allowed to use accrued compensatory time off by mutual agreement with their supervisor, and subject to any restrictions for such use established under the Fair Labor Standards Act (FLSA).

8.7 On-Call Status

- A. On-call employees shall wear electronic alerting device on during their hours away from work, and when alerted, shall call CRESA dispatch as soon as possible, but no later than fifteen (15) minutes, notifying receipt of the alert and providing an estimate of arrival time. The employee shall arrive at the fire station assigned by the Fire Marshal within 60 minutes of their return notification to CRESA.

For instances where the occasional total response exceeds one (1) hour, the supervisor may grant an exception, based upon the totality of the circumstances for not arriving within one (1) hour.

- B. On-call employees shall be compensated at a flat rate of \$50.00 per day.
- C. On-call employees shall be compensated at the rate set forth in 8.5 for time spent responding to off-duty call outs from the time the employee responds in the assigned City of Vancouver on-call vehicle. Compensation will be for a minimum of two hours during which time the employer may provide and require work of the employee called back.
- D. On-call employees shall be assigned a vehicle for response. The vehicle shall only be utilized for City of Vancouver assignments and shall not leave Clark County except as directed and approved by the Fire Marshal. If an employee lives outside Clark County, the on-call vehicle shall be parked at the fire station assigned by the Fire Marshal during on-call hours.
- E. Current and future employees must reside within a 60 minute response time, as calculated by Google maps, to the fire station assigned by the Fire Marshal, or other mutually agreed to location.
- F. No more than one person may be on-call on any day unless previously approved by the Fire Marshal or their designee.

- 8.8 Telephone Calls at Home After Hours
Employees authorized by the Fire Marshal on subjects authorized by the Fire Marshal, who are required by the employer to answer work-related questions by telephone when they are not at work shall be paid for time actually spent on the telephone at the rate of one-and-one-half (1 ½) their normal base rate calculated to the nearest quarter-hour, with a quarter-hour minimum.

Article 9 Leave Benefits

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

An employee shall be paid for earned and accrued PTO hours, up to the number of hours denoted in Appendix B, at the employee's current rate of pay when they separate employment.

Provisions for Scheduled and Unscheduled PTO not covered in this agreement will follow policy.

- 9.2 Whenever an employee is involved in an investigation or enforcement lasting more than four (4) hours between 10:00 pm and 7:30 am on a Sunday through Thursday night, in lieu of overtime, the employee may use up to a six (6) hour period of compensatory time to be used for downtime during the next work day.

Article 10 Holidays

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

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

Article 11 Employee Insurance

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

11.1 Life Insurance

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

11.2 Long Term Disability

Regular and full-time and half-time bargaining unit employees will be covered by a city-paid group long-term disability insurance policy.

11.3 Health Insurance

A. Employees and their eligible dependents will have the option of selecting any combination of medical, vision and dental coverage from the following. Based on medical plan selection accompanying vision coverage may be required.

a. Medical

- i. HMO Plan
- ii. HMO Plan – CDHP (Consumer Driven Health Plan)
- iii. PPO Plan
- iv. PPO Plan – CDHP (Consumer Driven Health Plan)

b. Dental

- i. HMO Plan
- ii. PPO Plan

B. Consumer Driven Health Plans (CDHP)

- a. CDHP's include a Health Savings Account (HSA) as allowable by law.
 - i. The City will make a contribution to the Employee's HSA in the following amounts (amounts are pro-rated based on enrollment date:)
 - 1. Employee-only coverage - \$1,500
 - 2. Employee plus one or more dependents - \$3,000

- b. Employees may also contribute pre-tax dollars to their HSA up to the limits allowed by law.

C. **Premiums**

City contribution will increase up to 5% of any increasing premium costs. This means the City will pay up to the first 5% of any increasing premium cost plus the City's previous year's premium sharing amount. The employee's share would be the previous year's premium sharing amount plus any premium costs above 5%.

- D. In addition, members have an opt-out/cash-back option for eligible employees upon certification of other group coverage.

E. Flexible Spending Account (FSA).

- a. For employees enrolled in a non-CDHP plan: Employees will have the option of participating in a healthcare or dependent care FSA.
- b. For employees enrolled in a CDHP plan: Employees will have the option of participating in a FSA for dependent care costs.

- 11.4 It is understood that the type and level of benefits available under the City's health plan may be changed from time to time by the carriers, and the City shall not have a duty or obligation to negotiate over such changes with the Guild. Additionally, the City retains the right to change health plan providers as long as the new plan provides a comparable level of benefits as negotiated in this contract.

- 11.5 Dental Insurance
The City will pay 100% of the employee and eligible dependent cost for basic dental insurance for the term of this agreement.

- 11.6 All employee premiums will be paid using pre-tax dollars under the City's flexible benefits plan unless and employee selects the post-tax option.

- 11.7 Medical, vision and dental insurance premiums for regular part-time employees shall be paid by the Employer in the same portion as detailed in 13.4 above, and pro-rata, based on the employee's budgeted FTE (full-time equivalent).

Article 12 Retirement Plan

- 12.1 All eligible employees and the employer shall participate in the Washington Public Employees Retirement System (PERS) to the extent provided for by Washington state law.

Article 13 Clothing

- 13.1 The employer shall provide to all personnel all safety equipment and uniform equipment deemed necessary by the employer.

The employer will provide, repair or replacement of the above on an as needed basis, as determined by the employer. When a part of the uniform has been determined to be in need of replacement, the employer will provide the replacement within a reasonable period of time.

Article 14 Grievance Procedure

- 14.1 The City's and the Guild's desire that all employees be treated fairly and equitably. It is intended that this grievance procedure will provide a mean of resolving grievances at the lowest possible level.

- 14.2 Grievance Definition: A grievance is defined as a dispute raised by an employee concerning the interpretation or application of a section(s) of this Agreement. Grievances shall be settled as provided for in this Article, and aggrieved employees shall have all rights guaranteed them by RCW 41.56.080 pertaining to grievances.

Representation: In the grievance procedure, the aggrieved individual employee shall have the right, as guaranteed by RCW 41.56.080 to represent themselves or be represented by their Guild representative. In addition, the Guild has the right in its own capacity to act as an aggrieved party in the grievance procedure. Only the Guild, on its own behalf or on behalf of an employee(s), may pursue a grievance to arbitration.

- 14.3 Grievance Procedure.

- 14.3.1 Informal Resolution. An employee or Guild representative who believes the terms and conditions of this Agreement have been violated shall first discuss the matter with the person who took the action giving rise to the belief and attempt to reach an informal resolution of the matter.

Step 1. Regardless of the status of any informal discussions to resolve the grievance, within twenty-one (21) calendar days of the date upon which the employee, by due diligence, could reasonably have been expected to know of the events giving rise to the grievance (but in no event more than (60)

sixty calendar days from the event), the aggrieved employee and/or Guild representative will submit the grievance in writing to the Chief or designee. The written grievance will include a review of the facts, including the specific section(s) violated, the names of all known witnesses, and the remedy requested. The Fire Chief or designee shall submit a written decision to the grievance within twenty-one (21) calendar days from their receipt of the grievance.

Step 2. Provided the grievance is not settled satisfactorily in Step 1, the employee and/or the Guild representative shall submit the grievance within fourteen (14) calendar days to the Fire Chief or designee. The Fire Chief or designee will submit a decision in writing within fourteen (14) calendar days.

Step 3. Provided the grievance is not settled satisfactorily in Step 2, the employee and/or the Guild representative shall submit the grievance within fourteen (14) calendar days to the City Manager or designee. The City Manager or designee will submit a decision in writing within fourteen (14) calendar days.

14.3.2 If the grievance is not settled satisfactorily, the Guild may pursue the matter to arbitration by giving written notice to the City Manager or designee within fourteen (14) calendar days.

14.4 Arbitration Procedure.

14.4.1 The parties may mutually agree upon an arbitrator. In the event that no such agreement is reached within seven (7) calendar days of the Guild's arbitration notice, the Guild will request a list of seven (7) arbitrators from Washington and/or Oregon provided by the American Arbitration Association or from any other mutually agreed source. Within fourteen (14) calendar days following the receipt of the list of eligible arbitrators, the parties' representatives shall meet or confer to select an arbitrator. The parties shall each strike three (3) arbitrators from the list in an alternating order, and the remaining arbitrator shall hear the dispute. The party exercising the first strike shall be the loser of a flip of a coin.

14.4.2 The arbitrator shall promptly establish a date, time and place for a hearing and shall provide reasonable notice thereof to the parties to the dispute. A hearing, which shall be informal, shall be held, and each party shall have the opportunity to present evidence and make argument. The rules of evidence prevailing in a judicial

proceeding may be considered, but are not binding, and any oral testimony or documentary evidence or other data deemed relevant by the arbitrator may be received in evidence.

14.4.3 The arbitrator shall make a written finding of fact and a written determination of the issues in dispute, based on the evidence presented. A copy thereof shall be served on each of the parties to the dispute. The decision of the arbitrator shall be final and binding upon both parties, subject to review by the Superior Court upon application of either party only upon an assertion that the decision was arbitrary or capricious, or exceeded the arbitrator's authority.

14.4.4 The arbitrator shall have no power to render a decision that will add to, subtract from, or alter, change or modify the terms of this Agreement.

14.4.5 Unless otherwise agreed by the parties, challenges to the procedural arbitrability of a grievance shall be resolved in a proceeding separate from and prior to arbitration on the merits of the grievance. Within fourteen (14) calendar days following receipt of an arbitrator's decision ruling that a challenged grievance is subject to arbitration, the parties will begin the process described in Section 17.4.1 to select an arbitrator to rule on the merits of the grievance.

14.4.6 The fees and expenses of the arbitrator and the cost of a written transcript for the arbitrator, if prepared, shall be shared equally between the Guild and the Employer. Each party shall be responsible for all expenses of presenting its own case, for compensating its own lawyers, representatives and witnesses, and for purchasing its own copy of any written transcript.

14.5 Time Limits. All time limits in this Article may be extended by mutual written agreement. Should the grievant or Guild fail to comply with any of the stated time limits, unless mutually agreed to extend, in writing, such grievance shall be deemed abandoned. Should the Employer fail to comply with any of the stated time limits, the grievance will be automatically advanced to the next step.

Article 15 Employee Discipline/Termination

15.1 The employer may, in good faith or for cause, take disciplinary action by written reprimand, suspension, demotion or discharge. The employee shall be provided a letter setting forth the reason(s) for such action at the time such action is taken or shortly thereafter. Employees shall be given the opportunity to read and answer all disciplinary letters or performance

evaluations before placement of such material into their personnel file and will be requested to sign such letters. Signature thereon shall not be construed as admission of guilt or concurrence with the reprimand, but rather an indication that they have seen and comprehend the gravity of the disciplinary action. A copy of the letter will be provided to the Guild upon authorization by the employee.

- 15.2 It is agreed by both parties that no entries may be made to an employee's personnel file from anonymous sources without substantive evidence.

Article 16 Layoff and Reinstatement

16.1 Layoff Procedure

Layoffs or reductions-in-full time equivalent (FTE) positions may be undertaken by the City due to budgetary reductions, organizational restructuring, lack of work, reduction or elimination of funds, material change in duties or organization, reduction in force or workload, or in the interests of economy or efficiency.

After the City has identified the job classification being reduced, layoffs and reduction-in-force will be made in the following order:

- i. Temporary employees
- ii. Newly hired probationary employees
- iii. Promotional probationary employees
- iv. Regular employees

The order in which employees will be laid off shall be determined based on seniority as defined in 16.2 of this Article.

16.2 Seniority

Seniority for the purposes of layoff, reduction, reinstatement, and bumping shall be based upon bargaining unit seniority for all members covered under this Agreement. Bargaining unit seniority shall be determined by the ranking outlined in the Vancouver Fire Department Fire Marshal's Office seniority list as published through Civil Service.

16.3 Notice to Guild

Representatives of the City shall notify the Guild within fourteen (14) calendar days after the City has officially determined that a layoff or reduction-in-FTE will affect any of the Guild members. After such notification, the City agrees to meet with the Guild, if requested, and to inform the Guild of the details of the layoff and provide a current seniority list as well as any other relevant information. This meeting shall occur prior to notifying the employee(s) selected for reduction or elimination.

- 16.4 Notice to Employees
Each employee to be laid off or to have an FTE reduction shall be given at least thirty (30) calendar days' notice of layoff, with a copy to the Guild. Employees who remain may be assigned the additional duties of those lower classified positions that were laid off or reduced.
- 16.5 Bumping
When an Employee is identified for a layoff or reduction-in-force, they shall be permitted to bump into a job or classification which they currently hold or have previously held, provided that the employee meets the minimum qualifications for the job. At the time of bumping the employee must have the training and certifications necessary to fulfill the duties and functions of the positions. In doing so, they may "bump" the least senior employee in that job or classification within the bargaining unit. Bumping may only occur within the same bargaining unit.
- 16.6 Once the City has notified the affected employee of layoff and there is an available vacant position or a position for the employee to bump into, they must notify Human Resources in writing of their intent to accept a vacant position or exercise bumping rights within fourteen (14) calendar days of the initial layoff notice. If notification is not received within the allotted time, rights to vacant positions or to bump shall be waived by the Employee. The Employee will subsequently be placed on the reinstatement list.
- 16.7 An Employee who bumped into a new position as an alternative to layoff and who fails to perform the functions of the new position during probation will be placed on the reinstatement list. Such employees will only be eligible for reinstatement to the position from which they were originally laid off. Failure to pass probation for reasons other than performing the functions of the new position will result in termination in accordance with Article 15.
- 16.8 Reinstatement
Employees who have been laid off are eligible for recall for a period of twenty-four (24) months following the date of layoff or reduction in FTE. The names of persons laid off will be placed on one reinstatement list. When a vacancy occurs in the same job classification for which there exists a reinstatement list, the City will fill the vacancy using that list with the understanding that employees must meet the required minimum qualifications and requisite background and medical screening for the position to which they would be reinstated. If there is more than one employee on the reinstatement list eligible for a vacancy in a particular job class, the City will use seniority as defined in Article 16.2 to determine who shall be offered reinstatement. Reinstatement notices will be sent by

certified mail to the last address reflected in the employee's official personnel file.

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

Benefit accrual and service credit will be discontinued while in a layoff status of thirty (30) or more days.

Article 17 Cross Jurisdictional Agreement

- 17.1 IAFF Local 452 Suppression uniformed members may perform FMO work while on light duty at the direction of the Deputy Fire Chief(s).
- A. Provisions in Article 13 (employee insurance) were changed with the 2014-2016 contract to mirror the employee insurance (article 22) in the 2014-2016 Local 452 Fire Suppression contract in consideration of the ability for Suppression personnel to perform cross-jurisdictional fire inspections while on light duty. In the 2017-2019 452 FMO contract, 20.1 was changed to reference "FMO work" vs. 'fire inspections'.

Article 18 Conflict of Contract and City Employment Policies

- 18.1 It is agreed that the intention of the parties to this agreement is that this agreement and all working agreements shall be consistent with the City Employment policies and that where it is found that the provisions of such an agreement are in conflict with the City Employment policies that the language of the agreement shall control.
- 18.2 Employees represented by this contract will be under the City's Employment Policy Manual. It is the intent that departmental rules shall be superseded by the City's Employment Policy Manual. If a situation occurs in which there is a difference between City rules/policies, and those of the department, Human Resources will meet with the Guild and the affected department to reach a mutually agreeable solution.

Article 19 Separability Clause

- 19.1 In the event that any provision of this agreement shall be determined to be illegal or in violation of any federal or state law or regulation, whether by judicial or administrative determination, that portion of the contract shall be deemed excised from this agreement and all other portions unless dependent upon excised portions shall remain in full force and effect.

Article 20 Past Practice Clause

- 20.1 This Agreement constitutes the entire agreement between the parties, and it supersedes any prior written or oral agreements between the parties. Any past practice whether written or oral, is null and void, unless specifically preserved in this Agreement.

Article 21 Bargaining of Mandatory Subjects

- 21.1 Except as permitted in this Agreement or by applicable law, the City will satisfy its collective bargaining obligation before changing a matter that is a mandatory subject. The City will notify the Guild of the proposed changes and the Guild may request discussions about and/or negotiations on the impact of these changes on employee's working conditions. In the event the Guild does not request discussions and/or negotiations within fourteen (14) calendar days, the City may implement the changes without further discussions and/or negotiations; provided that the Guild may request an extension of the timeline in this section which will not be unreasonably denied. There may be emergency or mandated conditions that are outside of the City's control requiring immediate implementation, in which case the City will notify the Guild as soon as possible.

Article 22 Appendices and Amendments

- 22.1 All appendices, amendments shall be lettered, dated and signed by the responsible parties and shall be subject to all provisions of this agreement.
- A. The parties agree that this Agreement may be amended in writing as agreed to by both parties without action of their respective legislative bodies, unless otherwise specified herein, including, but not limited to, amendment by Memorandum of Understanding or Memorandum of Agreement.

Article 23 Termination and Renewal

- 23.1 This agreement is upon ratification by both parties and shall remain in full force and effect through December 31, 2022.

Dated this _____ day of _____, 2020.

For the Employer

Eric J. Holmes, City Manager

Joseph Molina, Fire Chief

Lisa Takach, Human Resources Director

For the Guild

Cale Baker, President

Vice President

Secretary

Approved as to form:

Jonathan Young

Attest:

Natasha Ramras, City Clerk

Appendix A

Rates of Pay

2020

SALARY SCHEDULE - January 1, 2020 through December 31, 2020										
JOB CLASS TITLE	RANGE NUMBER	TYPE RATE	STEP 1	STEP 2	STEP 3	STEP 4	STEP 5	STEP 6	STEP 7	STEP 8
RESOURCE SERVICE TECHNICIAN	40	MO.	3,890	4,016	4,146	4,281	4,419	4,562	4,710	4,863
		YR.	46,680	48,192	49,752	51,372	53,028	54,744	56,520	58,356
		HR.	22.4423	23.1692	23.9192	24.6981	25.4942	26.3192	27.1731	28.0558
FIRE CODE OFFICER	42	MO.	4,770	4,937	5,110	5,289	5,474	5,666	5,864	6,099
		YR.	57,240	59,244	61,320	63,468	65,688	67,992	70,368	73,188
		HR.	27.5192	28.4827	29.4808	30.5135	31.5808	32.6885	33.8308	35.1865
DEPUTY FIRE MARSHAL 1	43	MO.	5,598	5,794	5,998	6,208	6,424	6,649	6,882	7,157
		YR.	67,176	69,528	71,976	74,496	77,088	79,788	82,584	85,884
		HR.	32.2962	33.4269	34.6038	35.8154	37.0615	38.3596	39.7038	41.2904
DEPUTY FIRE MARSHAL 2	47	MO.	6,178	6,394	6,618	6,849	7,090	7,337	7,594	7,898
		YR.	74,136	76,728	79,416	82,188	85,080	88,044	91,128	94,776
		HR.	35.6423	36.8885	38.1808	39.5135	40.9038	42.3288	43.8115	45.5654
LEAD DEPUTY FIRE MARSHAL	48	MO.	6,486	6,714	6,948	7,193	7,443	7,703	7,973	8,292
		YR.	77,832	80,568	83,376	86,316	89,316	92,436	95,676	99,504
		HR.	37.4192	38.7346	40.0846	41.4981	42.9404	44.4404	45.9981	47.8385

2021

SALARY SCHEDULE - January 1, 2021 through December 31, 2021										
JOB CLASS TITLE	RANGE NUMBER	TYPE RATE	STEP 1	STEP 2	STEP 3	STEP 4	STEP 5	STEP 6	STEP 7	STEP 8
RESOURCE SERVICE TECHNICIAN	40	MO.	3,968	4,096	4,229	4,367	4,507	4,653	4,804	4,960
		YR.	47,616	49,152	50,748	52,404	54,084	55,836	57,648	59,520
		HR.	22.8923	23.6308	24.3981	25.1942	26.0019	26.8442	27.7154	28.6154
FIRE CODE OFFICER	42	MO.	4,865	5,036	5,212	5,395	5,583	5,779	5,981	6,221
		YR.	58,380	60,432	62,544	64,740	66,996	69,348	71,772	74,652
		HR.	28.0673	29.0538	30.0692	31.1250	32.2096	33.3404	34.5058	35.8904
DEPUTY FIRE MARSHAL 1	43	MO.	5,710	5,910	6,118	6,332	6,552	6,782	7,020	7,300
		YR.	68,520	70,920	73,416	75,984	78,624	81,384	84,240	87,600
		HR.	32.9423	34.0962	35.2962	36.5308	37.8000	39.1269	40.5000	42.1154
DEPUTY FIRE MARSHAL 2	47	MO.	6,302	6,522	6,750	6,986	7,232	7,484	7,746	8,056
		YR.	75,624	78,264	81,000	83,832	86,784	89,808	92,952	96,672
		HR.	36.3577	37.6269	38.9423	40.3038	41.7231	43.1769	44.6885	46.4769
LEAD DEPUTY FIRE MARSHAL	48	MO.	6,616	6,848	7,087	7,337	7,592	7,857	8,132	8,458
		YR.	79,392	82,176	85,044	88,044	91,104	94,288	97,584	101,496
		HR.	38.1692	39.5077	40.8865	42.3288	43.8000	45.3288	46.9154	48.7962

2022

SALARY SCHEDULE - January 1, 2022 through December 31, 2022										
JOB CLASS TITLE	RANGE NUMBER	TYPE RATE	STEP 1	STEP 2	STEP 3	STEP 4	STEP 5	STEP 6	STEP 7	STEP 8
RESOURCE SERVICE TECHNICIAN	40	MO.	4,047	4,178	4,314	4,454	4,597	4,746	4,900	5,059
		YR.	48,564	50,136	51,768	53,448	55,164	56,952	58,800	60,708
		HR.	23.3481	24.1038	24.8885	25.6962	26.5212	27.3808	28.2692	29.1865
FIRE CODE OFFICER	42	MO.	4,962	5,137	5,316	5,503	5,695	5,895	6,101	6,345
		YR.	59,544	61,644	63,792	66,036	68,340	70,740	73,212	76,140
		HR.	28.6269	29.6365	30.6692	31.7481	32.8558	34.0096	35.1981	36.6058
DEPUTY FIRE MARSHAL 1	43	MO.	5,824	6,028	6,240	6,459	6,683	6,918	7,160	7,446
		YR.	69,888	72,336	74,880	77,508	80,196	83,016	85,920	89,352
		HR.	33.6000	34.7769	36.0000	37.2635	38.5558	39.9115	41.3077	42.9577
DEPUTY FIRE MARSHAL 2	47	MO.	6,428	6,652	6,885	7,126	7,377	7,634	7,901	8,217
		YR.	77,136	79,824	82,620	85,512	88,524	91,608	94,812	98,604
		HR.	37.0846	38.3769	39.7212	41.1115	42.5596	44.0423	45.5827	47.4058
LEAD DEPUTY FIRE MARSHAL	48	MO.	6,748	6,985	7,229	7,484	7,744	8,014	8,295	8,627
		YR.	80,976	83,820	86,748	89,808	92,928	96,168	99,540	103,524
		HR.	38.9308	40.2981	41.7058	43.1769	44.6769	46.2346	47.8558	49.7712

Appendix B

Employee Personal Time Off (PTO) Accrual Schedule

EMPLOYEE PAID TIME OFF (PTO) ACCRUAL SCHEDULE						
During Year of Service	Hours Per Month	Days Per Year	Maximum Payout at Separation Hours / Days		Maximum Accumulation Hours/Days	
1-2	15	22.5	360	45	528	66
3-5	18.34	27.5	440	55	608	76
6-10	20.34	30.5	488	61	656	82
11-15	22.34	33.5	536	67	704	88
16-20	24.34	36.5	584	73	752	94
21+	26.34	39.5	632	79	800	100

Appendix C

Temporary or Seasonal Workers

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

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

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

Appendix D

Use of Fire Corps Volunteers

Any training and/or education materials utilized in the Fire Corps Volunteer program shall be pre-approved by the Fire Marshal. Fire Corps Volunteer training, special events and/or other public outreach activities and public education curriculum, shall be under the direct supervision of a Vancouver Fire Department Guild member. Other Fire Corps Volunteer supervisory arrangements may be determined upon mutual agreement between the Guild and the employer.

Any proposals for new activities will be collaboratively discussed between the City and the Guild.

AGREEMENT

By and Between

the City of Vancouver

and

IAFF Local 452 - Fire Marshal's Office

January 1, 2017 - December 31, 2019

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IAFF LOCAL 452 - FIRE MARSHAL'S OFFICE AGREEMENT

The City of Vancouver and the Union, IAFF Local 452, recognize that the public interest requires the efficient and uninterrupted performance of Fire Department services, and to this end pledge their best efforts to avoid or eliminate any conduct contrary to that objective. This agreement is an attempt to put in writing wages, hours, and other conditions of employment.

The City of Vancouver and the Union agree that the provisions of this agreement shall be applied equally to all employees covered hereby without regard to age, sex, race, creed, religion, color, national origin, marital status, pregnancy, veteran status, the presence of any physical, mental or sensory disability, or perceived or actual sexual orientation, or any criteria established by state and federal statutes, rules, or regulations, unless such would prohibit performance of a qualifications standard that is job related and consistent with business necessity or necessary to prevent a direct threat to health and safety.

1. Union Representation

- 1.1 The employer recognizes the union (Local 452) as the exclusive bargaining agent for the deputy fire marshal 1 and 2, lead deputy fire marshal, fire plans examiner, resource service technician, and fire code officer classifications.
- 1.2 The employer and the union agree that questions of union representation that may arise shall be resolved in accord with rules of the Washington State Public Employment Relations Commission (PERC) and in accord with local, state or national statutes and rules.

2. Rights of Management

- 2.1 The right to manage the municipal corporation is vested exclusively in the employer and such right includes but is not necessarily limited to the right to organize, schedule hours, staff, assign work and direct the work force; to set standards of service to be offered to the public; to introduce any and all new, improved and automatic methods or equipment in order to improve efficiency and to reduce costs, and to assign employees within the bargaining unit in accordance with such improvements and cost reduction methods, provided that safe working conditions are maintained; to take action as may be necessary in emergencies (i.e., natural disasters or catastrophes); and to make and enforce rules and regulations. Except as specifically modified by or treated in this agreement, all policies, matters, questions and terms affecting unit employees in their employment relations with the employer shall be governed by

such rules, policies, and procedures as the employer, from time to time, may implement. The employer agrees that the union will have an opportunity prior to implementation to provide comments and suggestions concerning the new departmental rules and regulations.

3. Union Security

- 3.1 All employees who are covered by this agreement shall be members of the union or pay their fair share of the costs of negotiating and administering the contract and other permissible fair share assessments to the union. Religious exemptions shall be handled per state law. The employer will deduct such dues/fees from the wages of these employees and forward them to the union each month.
- 3.2 The fire department shall establish a seniority list of all employees covered by this agreement and it shall be kept up-to-date on an electronic bulletin board. Upon request a copy of the seniority list shall be provided to the union president or his/her designee. Any objections to the seniority list, as posted, shall be reported to the fire chief or his/her designee and corrected by him/her if found to be in error.
- 3.3 The Union shall indemnify and hold harmless the employer against any and all claims, suits, judgments or liability arising from this Article for actions taken by the City in good faith.

4. Union Representatives and Union Activities

- 4.1 The union shall inform the employer in writing of the names of its officers who are accredited to represent it, which information shall be kept up-to-date at all times. Only persons so designated will be accepted by the employer as representatives of the union.
- 4.2 Union activities shall not interfere with the day-to-day activities of the fire department. The City does not condone but will allow de minimis use of City owned resources in the performance of union activity.
- 4.3 New employees will be given an orientation class during the first month of employment, not to exceed two hours in duration, regarding the bargaining agreement and union membership. Such orientation will be given by an accredited officer of the union.
- 4.4 Employees who are union officials or designated representatives

shall be granted time off without suffering a loss of pay for investigating grievances and other union business as approved by the chief of the department or his/her designee.

- 4.5 The bargaining unit shall be granted time off with pay for conducting union business provided that the total schedule time off for such representatives shall not exceed forty (40) hours per year. Union leave shall utilize the same request and approval process as other forms of scheduled leave.

During any year that the employer and the union open negotiations on a new labor agreement due to the fact that the agreement is expiring, the number of hours shall not exceed sixty (60) hours.

5. Work Week, Hours of Work, Shifts

- 5.1 The work period is defined as the period between 12:01 a.m., Sunday through 12:00 midnight the following Saturday, unless otherwise determined for specific employees. The normal assigned work week shall be five (5) consecutive days of eight (8) consecutive hours, excluding lunch periods, followed by two (2) days of rest; not to exceed forty (40) hours of work in the work week. The days for the normal work week shall be Monday through Friday 8:00 a.m. – 5:00 p.m. The day of work shall be defined as that day on which the shift starts. Other work schedules may be determined by mutual agreement of the union and the employer.
- 5.2 *Rest Periods* Each employee shall be given a 20-minute paid rest period in the first half of the working shift and a 20 minute paid rest period in the second half of the working shift, and an unpaid lunch period of not less than thirty (30) minutes or more than (60)sixty minutes (during the shift).

6. Strikes, Work Stoppages and Work Slowdowns

- 6.1 The employer and the union signatory to this agreement agree that the public interest requires the efficient and uninterrupted performance of all city services and to this end pledge their best efforts to avoid or eliminate any conduct contrary to this objective. During the term of this agreement, the union and/or the employees covered by this agreement shall not cause or engage in any work stoppage, strikes, slowdown or other interference with employer functions, nor shall the city institute a lockout.
- 6.2 In the event that a strike, boycott, slowdown, mass sick call, work stoppage or other interruption of work occurs during the life of this

agreement, the employer shall notify the union of the existence of such activity and request information from the union as to whether or not the activity has been authorized. The union, after immediately responding to the employer's request, will then proceed to make every reasonable effort to terminate the work interruption activity and induce the employees concerned to return to work so that service to the citizens of the city of Vancouver will not be affected. Employees shall not earn any benefits or wages whatsoever while they are engaged in such actions. In addition, employees who engage in or encourage such actions shall be subject to discipline and discharge.

7. Medical Examinations

7.1 The employer has the right to require medical/physical or psychological examinations by a licensed practitioner of all employees covered by this agreement to assure that they continue to meet the requirements for the position as set forth by department rules and regulations. The employer recognizes and respects the employee's right to privacy of personal medical/family history information which is not related to the employee's ability to perform the job. When requiring an examination, the employer shall request only information which is reasonably necessary to determine the employee's ability to perform his/her job, any appropriate restrictions of duties, the likely duration of any such restrictions and the probable date of return to duty. The chief or his/her designee shall request that the practitioner recommend corrective measures to be taken by the employee to improve the health and/or physical condition which impairs the employee's ability to perform his job. The chief or his/her designee may direct the employee to follow the corrective measures.

7.2 If an employee is required by the employer to have an examination under this article:

- A. Such examination shall be at the employer's expense.
- B. Actual time spent, including travel time, as authorized by the employer, shall be considered work time and paid at time and one-half times the employee's base rate of pay if the examination is on a day which would otherwise have been a day off.

7.3 Wellness Physicals

- A. Participation in the annual wellness physicals as mutually set

up by the Union and the City will be mandatory for the classifications of Deputy Fire Marshals I and II and Lead Deputy Fire Marshal.

B. The City will contribute up to \$370 per authorized FTE as identified in 7.3(A) above (on January 1 of each year) to the Trust on an annual basis for wellness physicals.

1. The Local agrees to collaborate with the City in directing each employee, as identified in 7.3(A) above, to have their annual hearing exam at the same time as their annual wellness physical; however, the City will pay for the hearing exam separately and independent of the annual contribution per authorized FTE.

Payment will be made to the Trust monthly upon receipt of statement certifying the names of the individuals who have completed the wellness physicals. Parameters of the Wellness Physicals will be mutually agreed to by the City and the Union.

All information gathered as a result of the pre-screening and wellness testing process shall remain confidential between the medical and/or other service provider and the employee. Neither the City of Vancouver nor the Union shall have any right of access to the information.

8. Rates of Pay

8.1 Rates of pay for employees covered by this agreement and the effective date(s) thereof shall be set forth in Appendix A.

8.1.1 Pay Periods

The pay periods and pay dates will be as follows:

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

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

8.2 Salary Step Plan

8.2.1 Newly Hired or Rehired Employees

Employees will move through the defined salary steps on an annual basis, based on adjusted service date.

8.2.2 Promoted Employees

At the time of promotion (defined as voluntarily applying for and accepting a position in a higher pay range), employees will move to the step in the range of the new classification which results in an increase of at least 5% (but not above the top step of the new pay range). Upon successful completion of a promotional probationary period, the employee's salary shall then be increased to the next step of the new range and annually thereafter on the employee's adjusted service up to the top of the range. In no event shall a promoted employee's salary be less than the starting pay of the salary range for the new classification.

8.2.3 Demoted Employees

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

For example, an employee is currently at step 3 and is eligible for step 4 on November 1st, but they voluntarily demote to a new position on August 1st. Their next step date will be reset to one year later, August 1st and each August 1st thereafter until reaching the top step.

8.2.4 Flexibly Staffed Positions

Flexibly staffed positions are classifications that allow the City to hire individuals who lack one of the required qualifications (such as ICC Fire Plans Examiner or years of experience) at a lower level, but allow a stated period to obtain the needed requirement. Upon attainment of the needed requirement, the individual's position is moved to the higher classification. Flexibly Staffed positions may be filled at the I or II level, depending on the applicant's training and/or experience. If filled at a lower level, movement to the higher level will occur at the time the employee meets the minimum qualifications of the higher job class.

An example is the Deputy Fire Marshal I/II classification. At the time the employee obtains the required qualification and is moved to the higher classification, the employee will move to the step in the range of the higher classification which results in an increase of at least 5%. The employee's next eligibility for a step increase is one year from the date the employee moves to the higher classification and annually thereafter up to the top of the new range.

- 8.3 The hourly rate for a full time employee will be his/her monthly base rate multiplied by twelve (12) months and divided by 2,080 hours. This rate multiplied by eight (8) hours (or ten (10) hours, if applicable) will be the daily base rate; multiplied by forty (40) hours will be the weekly base rate; and multiplied by 173.3 hours will be the monthly base rate.

8.4 **Overtime Compensation**

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

- A. Overtime compensation will start anytime an employee is required to work beyond the end of his/her shift and will be compensated to the nearest quarter hour, at the following rates:
 - i. Time and one-half (1 ½) for all hours except as outlined below:
 - a. Double time for all hours between 10:00 p.m. and 6:00 a.m.
- B. Any employee working on his normal day of rest shall be compensated at his/her base rate plus one-half of his/her base rate or time and one-half.
- C. In the event an employee is required to come in to attend a night functionsuch time will be for a minimum of two hours. If the function is less than the two hour minimum the employee may either request compensation for time attended or work up to the minimum two hours.
- D. An employee completing his/her full regular shift, who is authorized to work through his/her lunch period, will be paid time and one-half for the lunch period.

8.5 Working Out-of-Class

An employee who is temporarily assigned the supervisory duties of a higher level position shall be paid at a rate 5% above his/her current rate of pay, provided that each of the following conditions are met:

- A. The position is currently vacant OR the employee normally filling the position is on authorized leave OR the employee normally assigned to the position has been temporarily relieved of his/her regular duties to complete a special project approved by the fire chief or his/her designee.
- B. The employee is formally assigned to perform, and actually performs, duties of the higher job class which are not within the normal duties of the employee's regular job class. Formal assignment must include a written directive from the employee's supervisor.
- C. The employee is so assigned and actually works the assignment for a period of more than thirty five (35) consecutive working hours. If the employee is so assigned and actually works the assignment for a period of more than thirty five (35) hours, the out-of-class pay shall be retroactive to the first hour of that specific assignment. When an employee assumes the supervisory duties as outlined in this section, this shall not be considered an acting appointment to the position of Fire Marshal.

8.6 Compensatory Time

At the employer's option, compensating time off at the applicable premium rate may be accrued in lieu of overtime or callback pay. Compensating time off may accumulate not to exceed forty eight (48) hours.

8.7 On Call Status

- A. On-call employees shall wear an electronic alerting device on during their hours away from work, and when alerted shall call CRESA dispatch as soon as possible, but no later than fifteen (15) minutes, notifying receipt of the alert and providing an estimate of arrival time. The employee shall arrive at the fire station assigned by the Fire Marshal within 60 minutes of their return notification to CRESA.

For instances where the occasional total response exceeds

one (1) hour, the supervisor may grant an exception based upon the totality of the circumstances for not arriving within one (1) hour.

- B. On-call employees shall be compensated at a flat rate of \$50.00 per day.
- C. On-call employees shall be compensated at the rate set forth in 8.5 for time spent responding to off duty call outs from the time the employee responds in the assigned City of Vancouver on-call vehicle. Compensation will be for a minimum of two hours during which time the employer may provide and require work of the employee called back.
- D. On-call employees shall be assigned a vehicle for response. The vehicle shall only be utilized for City of Vancouver assignments and shall not leave Clark County except as directed and approved by the Fire Marshal. If an employee lives outside Clark County, the on-call vehicle shall be parked at the fire station assigned by the Fire Marshal during on-call hours.
- E. Current and future employees must reside within a 60 minute response time, as calculated by Google Maps, to the fire station assigned by the Fire Marshal, or other mutually agreed to location.
- F. No more than one person may be "on call" on any day, unless previously approved by the Fire Marshal or their designee.

8.8 Telephone Calls at Home After Hours

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

9. Leave Benefits

9.1 Personal Time Off (PTO)

Employees shall accrue PTO in accordance with the schedule in Appendix B.

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

An employee shall be paid for all earned and accrued PTO hours at the employee's current rate of pay when he/she terminates employment.

Prior approval by the supervisor is required for any PTO requests. Normally at least five working days advance notice of the absence will be required unless mutually agreed upon shorter notice is provided. PTO scheduling shall be in accordance with departmental practice. Approval for time off requests during the fireworks season (typically, but not limited to June 28 to July 5) will take into account the business necessity of inspections and/or enforcement (subject to full staffing level).

- 9.2 Whenever an employee is involved in an investigation or enforcement lasting more than four (4) hours between 10:00 p.m. and 7:30 a.m. on a Sunday through Thursday night, in lieu of overtime, the employee will be entitled to up to six (6) hours of compensatory time to be used for downtime during the next work day.

10. Military Leave

- 10.1 The employer abides by the provisions of the State laws and City Policy, which stipulates that employees who are members of the National Guard or Federal Reserve military units are entitled to be absent from their duties during each military calendar year (October 1 through September 30) while engaged in the performance of ordered military duty and while going to and from such duty.

11. Light Duty and Other Leaves

11.1 Light Duty

The City will provide one light duty position in accordance with City Policy.

11.2 Bereavement Leave

A maximum of forty (40) hours bereavement leave shall be allowed when there is a death in an employee's immediate family.

"Immediate Family" is defined as spouse, domestic partner, child,

mother, father, brother, sister or step family, aunt, uncle, niece, nephew, mother-in-law, father-in-law, daughter-in-law, son-in-law, brother-in-law, sister-in-law, grandparent, grandchild, and grandparent, grandchild of the spouse or member of the employee's immediate household. (It is understood that this policy extends to members of a domestic partner's family to the same extent as specified for a spouse above.)

- 11.3 Bereavement leave in excess of duration defined in 11.2 may be charged to an employee's PTO account, if applicable under FMLA or as required by law, with the approval of the Fire Chief or his/her designee.

11.4 **FMLA**

Family leave shall be granted pursuant to the requirements of the Family and Medical Leave Act of 1993, the Washington Family Leave Act, and City of Vancouver Policies.

12. Holidays

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

New Year's Day -- January 1
Martin Luther King's Birthday - Third Monday in January
President's Day -- Third Monday in February
Memorial Day -- Last Monday in May
Independence Day -- July 4th
Labor Day -- First Monday in September
Veterans Day - November 11
Thanksgiving Day -- Fourth Thursday in November
The day immediately following Thanksgiving Day
Christmas Day -- December 25

- 12.2 Any of the above holidays which may fall on a calendar Saturday shall be celebrated on the previous Friday; any of the above holidays which fall on a calendar Sunday shall be celebrated on the following Monday.
- 12.3 Any employee who is on medically authorized leave when a holiday occurs will receive eight hours pay for that holiday and will not have his PTO leave accrual charged.
- 12.4 Any employee who is required to work on one of the actual holidays as specified in 12.1 shall be paid time and on-half (1 ½) his/her base rate for the hours worked plus pay for the holiday.

13. Employee Insurance

13.1 Life Insurance

Each employee shall receive a term life insurance policy in the amount of one times annual base salary, not to exceed \$100,000, rounded up to the nearest \$1,000, double indemnity, the premium for which will be paid by the employer.

13.2 Health Insurance

During the term of this agreement, IAFF Local 452 will provide medical, dental and vision benefits to members, their spouses, qualified domestic partners, and dependents through the Vancouver Firefighter's Union Health and Welfare Trust established September 16, 2011 ("Trust").

It is the goal of the parties that this agreement will provide a long-term framework for bargaining unit health care coverage. Through this agreement, the parties seek to:

1. meet the health care needs of employees, their spouses, qualified domestic partners, and dependents;
2. significantly slow the growth of health care costs and create a more sustainable system;
3. provide greater collective consumer choice, control, and accountability; and
4. participate in a plan that is financially stable and in compliance with all applicable state and federal regulations.

A. Trust Contributions

- i. Beginning January 1, 2017, the City contribution per employee per month will be \$1870.72.

Beginning January 1, 2018, the City's contribution will increase by 5% of the 2017 contribution.

Beginning January 1, 2019, the City's contribution will increase by 5% of the 2018 contribution.

- ii. All Trust Contributions must be made to the Trust by the 10th day of the month. Trust Contributions will be made for each employee that is on the payroll as of the first of that month. Upon request of the Trust, the City agrees to facilitate an electronic or wire transfer of these funds to the Trust to expedite their delivery to

the Trust.

- iii. If the City is delinquent in submitting contributions to the Trust, the City shall pay the Trust interest at a rate of 12% (twelve percent) per annum.
- iv. In the event the Trust determines that employee contributions to health care coverage are required, the City will make deductions from payroll upon request. Where required, written authorization from employees to allow for a pre-tax deduction pursuant to a cafeteria plan under Code Section 125 will be provided to the City prior to the time deductions are made. The parties will determine a procedure that facilitates this process, allows for pre-tax deductions where appropriate, and minimizes the administrative burden on the City.
- v. The Trust will be responsible for all COBRA coverage (pursuant to federal requirements.)
- vi. The Trust will provide to the employee and the taxing authorities appropriate tax reporting forms for any employees receiving benefits that are considered taxable. The City shall fund the "employer" portion of any required payroll taxes (e.g. employer share of Medicare) associated with taxable medical, dental, and vision benefits, including those that may be payable with respect to a domestic partner coverage. In no event, will the City be responsible for any required payroll taxes beyond what the City was responsible for before the Trust was established. The Trust shall separately bill the City for any such payroll taxes that may be due.

B. Legal

- i. It is agreed the City is not taking any responsibility for claims risk, and the sole responsibility of the City is to pay the required Trust contributions.

In the event of any penalties, surcharges or taxes imposed upon the City that are directly related to the provision of Health Care Benefits under this Agreement (such as through PPACA), either the Trust will pay the penalty, surcharge or tax directly, or the

City will pay and deduct that amount (other than any employer portion of any required payroll taxes from the Trust Contributions due the following month (or months)).

- ii. The Trust will comply with all applicable state and federal laws. Without limiting the foregoing, this includes the Washington State Privacy Act, HIPPA, COBRA, and PPACA.
- iii. The City is not responsible (including fiduciary responsibility) for any of the actions of the Trust. The Trust will defend, indemnify and hold harmless the City from any and all liability that relates in any way to the operation of the Trust or providing Health Care Benefits to employees, their spouses, qualified domestic partners, and dependents. Without limiting the foregoing, the Trust will defend, indemnify and hold harmless the City from any and all liability relating to claims that are the responsibility of the Trust.

In the event the Trust has insufficient assets to perform its obligations, under this Agreement, the IAFF Local 452 Union will defend, indemnify and hold harmless the City from any and all liability that relates in any way to the operation of the Trust.

- iv. The union acknowledges the Trust's responsibility to comply with all of the applicable provisions of the PPACA and federal and state laws and the Trust will file all required forms applicable to the Trust with the appropriate authorities.

13.3 Flexible Spending Accounts

All employees will have the option of participating in City sponsored Flexible Spending Accounts (FSAs) for reimbursable medical costs, dependent care costs, or premium sharing costs.

13.4 Long-Term Disability Insurance

After six (6) months of employment, the City will convey to the Trust, an amount equal to \$45 per active employee, as calculated on the 1st of every month. The Trust will then be required to purchase long-term disability insurance through the Trust on behalf of such employee.

13.5 Medical Expense Reimbursement Plan (MERP)

13.5.1 A monthly deduction will be taken for each employee and will be contributed to the Medical Expense Reimbursement Plan of the Washington State Council of Firefighters Employee Benefit Trust (the "Plan").

- A. The Union asserts the Plan is established in compliance with applicable federal and state laws. Further, the Union agrees to indemnify, defend and hold the City harmless for any and all liability, claims, demands, suits or any other loss, damage or injury to person or property arising from or related to the provisions of this article, including tax withholding liabilities and tax penalties or any other monetary impacts.
- B. The City will treat these contributions as ordinary income unless the Union provides the City with a legal opinion that the Plan is qualified under the Internal Revenue Code for tax deferred status and that the contributions made to the Plan by the City are not includible in the gross income of employees whose salaries would be reduced at the time the contributions are made.

13.5.2 Deductions

- A. The City shall take a pre-tax deduction of \$75.00 from the normal salary of each eligible employee. The Union has the right to notify the City of changes (increases or decreases) to the monthly deduction. The Union shall document such changes in writing to Human Resources no later than the 25th of the month prior to the desired date of change. The parties agree that no additional MOUs will be needed to make changes to the monthly amount.
 - 1. The deduction will be taken on the 25th of the month paycheck.
 - 2. Deductions shall be made on a pre-tax basis.
 - 3. These contributions shall be considered as base salary for purposes of calculating retirement benefits.

14. Retirement Plan

- 14.1 All eligible employees and the employer shall participate in the Washington Public Employees Retirement System (PERS) to the extent provided for by Washington state law.

15. Clothing

- 15.1 At the time of hire, the employer shall provide to all personnel all safety equipment and uniform equipment deemed necessary by the employer.

The employer will provide repair or replacement of the above on an as needed basis, as determined by the employer. When a part of the uniform has been determined to be in need of replacement, the employer will provide the replacement within a reasonable period of time.

16. Identification of Jobs

- 16.1 "Job" shall be defined as the employee's job title, job number and range assigned by the employer.
- 16.2 When work operations involving new or substantially changed requirements are established after the effective date of this agreement and such requirements are not adequately or specifically described in an existing job, the employer will describe and establish a new job in an appropriate range. Copies of the job description will be furnished to concerned employees and the union.

17. Grievance Procedure

- 17.1 For purposes of this agreement, the term "grievance" means any dispute between the employer and the union or an employee concerning the application or interpretation of the terms of this agreement. Employees shall have access to the Union-Labor Relations Committee prior to advancing a grievance through the formal grievance procedure.

17.2 Procedure

- A. If a grievance is to be advanced under this procedure, it shall be presented by the grievant(s) to the Fire Chief or his/her designee within twenty-one (21) days from the date of the alleged breach or violation of this agreement. The

grievance shall be reduced to written form by the grievant(s) and shall:

- (1) Fully describe the grievance and how the grievant(s) was/were affected.
- (2) Set forth the section(s) of the agreement allegedly violated and state the specific nature of the violation.
- (3) Indicate the date(s) of the incident(s) grieved.
- (4) Specify the remedy or solution to the grievance sought by the grievant(s).
- (5) Identify the grievant(s) and be signed by the grievant(s).
- (6) Specify whether the grievance procedure should begin at step 1 or step 2.

The grievant(s) may be accompanied by the union representative in presenting the written grievance to the Fire Chief or his/her designee.

Step 1: The parties will use an interest based problem solving process to resolve the issues identified in the grievance. The process will include all individuals necessary and with authority to reach a resolution. Any resolution of the grievance will be in writing and signed by the parties. If the grievance is not resolved in 21 days, the grievance shall automatically advance to step 2.

Step 2: The fire chief or his/her designee shall conduct a meeting with the grievant(s) and the union representative. The chief or his/her designee shall make a decision on the matter, in writing, within twenty-one (21) days of receipt of the grievance. Copies of the decision shall be mailed or hand delivered to the grievant(s), the union, and the city manager.

Step 3: If the grievance remains unresolved after the decision has been rendered by the fire chief or his/her designee, the grievant(s) shall, by letter, deliver the grievance to the city manager or his/her designated representative within fourteen (14) days after receipt of the decision reached in Step 2, above. The city manager or his/her designate shall conduct an investigatory hearing with the appropriate parties within fourteen (14) days of receipt of the written grievance and shall render his/her decision within fourteen (14) days of such hearing, with copies to the grievant(s), the union, and the fire chief or his/her designee.

- B. If the grievance is not settled in Step 3, the union may request arbitration of the grievance within twenty-one (21) days after receipt of the decision of the city manager, or his/her designate, as hereinafter provided.

The parties shall mutually select a disinterested third party to serve as arbitrator. In the event the employer and the union are unable to agree on an arbitrator, an arbitrator shall be requested from the Public Employment Relations Commission (PERC) (selected from WA or OR). The request to PERC shall state the general nature of the issue and ask that the nominee be qualified to handle the type of issue involved.

The arbitrator shall render a decision as promptly as possible. The arbitrator shall consider and decide only the specific issue(s) submitted in writing by the employer and/or the union, and shall have no authority to make a decision on any other issue not so submitted. The arbitrator shall have jurisdiction and authority only to interpret, apply or determine compliance with the specific terms of the agreement and shall not have jurisdiction to add to, detract from, or alter in any way, the provisions of this agreement. A decision within the jurisdiction of the arbitrator shall be final and binding upon all parties. The expenses and fees incumbent to the services of the arbitrator shall be split equally between the parties. Each party is responsible for their own costs including attorney and witness fees.

- 17.3 Failure by the grievant(s), or his/her representative, to advance the grievance to step 3 or to arbitration within time limits stipulated in this article shall constitute abandonment of the grievance. The parties may mutually agree in writing to extend the time limit for a given step for a stated period of time. Failure by the employer to reply in a timely manner constitutes a denial of the grievance, unless both parties have agreed to an extension of the time line.

18. Employee Discipline/Termination

- 18.1 The employer may, in good faith for cause, take disciplinary action by written reprimand, suspension, demotion, or discharge. The employee shall be provided a letter setting forth the reason(s) for such action at the time such action is taken or shortly thereafter. Employees shall be given the opportunity to read and answer all disciplinary letters or performance evaluations before placement of

such material into their personal file and will be requested to sign such letters. Signature thereon shall not be construed as admission of guilt or concurrence with the reprimand, but rather an indication that he/she has seen and comprehends the gravity of the disciplinary action. A copy of the letter will be provided to the union upon authorization by the employee.

- 18.2 It is agreed by both parties that no entries may be made to an employee's personnel file from anonymous sources without substantive evidence.

19. Lay off and Reinstatement

- 19.1 In the event of layoff, management will notify the union as to which classification(s) are scheduled to be laid off. The classifications covered are; deputy fire marshal 1 and 2; fire plans examiner, lead deputy fire marshal; fire code officer; and resource service technician:

Within each classification employees will be laid off in the following order:

1. Temporary Employees
 2. Probationary Employees
 3. Fire Code Officers.
 4. Regular employees in the order of their seniority, the one with the least Vancouver Fire Department seniority in that specific classification being laid off first.
- 19.2 Reduction instead of layoff for each classification shall be in the order of their seniority, the one with the least Vancouver fire department seniority in that specific classification being reduced first.
- A. In the event the revenues from the new construction permitting can no longer support the cost allocation plan of the position, the Fire Plans Examiner will be laid off in accordance with Article 19.1
- 19.3 Employees laid off or voluntary demoted in lieu of layoff shall be placed on a reinstatement list for the classification from which the layoff took place.
- 19.4 Reinstatement lists shall be valid indefinitely. Members who voluntarily demote in lieu of layoff shall remain on the reinstatement list indefinitely. Members who are laid off shall remain on the reinstatement list for a maximum of twenty four (24) months. Laid

off employees who are offered reinstatement will receive a conditional offer of reinstatement. The offer will be conditioned on successful completion of the following:

- A. A background investigation. The investigation will be limited to the period of time between the date of layoff and date of proposed reinstatement.
 - B. A medical evaluation.
- 19.5 An individual will lose rights to reinstatement and/or be removed from the reinstatement list if he/she commits an act that would be cause for termination.
- 19.6 Appointments from the reinstatement list shall be made in the order of length of service. The employee on the reinstatement list who as the most Vancouver Fire Department service credit shall be first reinstated.

20. Cross Jurisdictional Agreement

- 20.1 IAFF Local 452 Suppression uniformed members may perform FMO work while on light duty at the direction of the Deputy Fire Chief(s).
- A. Provisions in Article 13 (Employee Insurance) were changed with the 2014-2016 contract to mirror the Employee Insurance (Article 22) in the 2014-2016 Local 452 Fire Suppression Contract in consideration of the ability for Suppression personnel to perform cross-jurisdictional fire inspections while on light duty. In the 2017-2019 452-FMO contract, 20.1 was changed to reference "FMO work" vs. "fire inspections".

21. Conflict of Contract and Ordinance

- 21.1 It is agreed that the intention of the parties to this agreement is that this agreement and all working agreements shall be consistent with the Personnel Ordinance and that where it is found that the provisions of such an agreement are in conflict with the Personnel Ordinance, that the language of the agreement would become the basis for recommending an amendment of the ordinance.

22. Separability Clause

In the event that any provision of this agreement shall be determined to be illegal or in violation of any federal or state law or regulation, whether by judicial or administrative determination, that portion of the contract shall be deemed excised from this agreement and all other portions unless dependent upon the excised portions shall remain in full force and effect.

23. Non-Reduction of Wages and Working Conditions

23.1 The parties hereto agree that the wages and working conditions in effect and now being paid to and enjoyed by the members of the union shall not be reduced in view of the provisions of this agreement, provided, however, that nothing in this article shall be construed as limiting managements rights pursuant to 2.1, above.

24. Appendices and Amendments

24.1 All appendices, amendments shall be numbered or lettered, dated and signed by the responsible parties and shall be subject to all provisions of this agreement.

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

25. Successor Clause

25.1 This agreement and all amendments thereto, shall be binding upon the successors and assigns of the parties hereto, and no provisions, terms or obligations herein contained shall be affected, modified, altered or changed in any respect whatsoever by the consolidation, merger, annexation, transfer or assignment of either party hereto.

26. Termination and Renewal

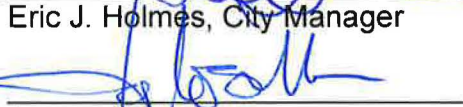
26.1 This agreement is upon ratification by both parties and shall remain in full force and effect through December 31, 2019, and shall be automatically renewed thereafter upon each anniversary of said date unless written notice to the contrary is given by either party as set forth in 26.2, below.

26.2 The parties agree that they would like to have continuous coverage of contract provisions and want to have ample time for successor negotiations. Therefore, either party may serve notice to the other party, no later than June 1st of the final year of the agreement, of their intent to reopen the contract for successor negotiations.

Dated this 11 day of December, 2017.

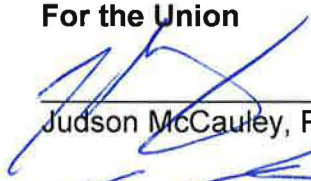
For the Employer


Eric J. Holmes, City Manager

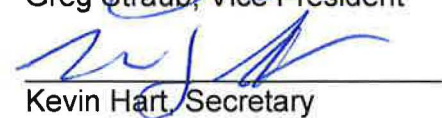

Joseph Molina, Fire Chief


Julie G. Hannon, Interim HR Director

For the Union

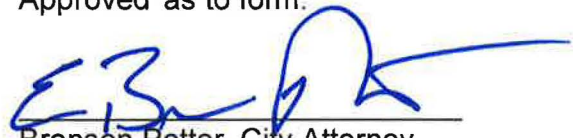

Judson McCauley, President


Greg Straub, Vice President

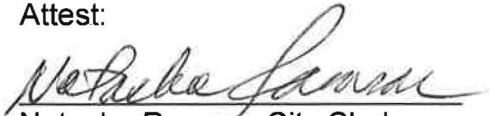

Kevin Hart, Secretary


Alicia Perry, Shop Steward

Approved as to form:


Bronson Potter, City Attorney

Attest:


Natasha Ramras, City Clerk

Appendix A Rates of Pay

January 1, 2017 through December 31, 2017

Salary Schedule adjusted by 4% effective January 1, 2017

JOB CLASS TITLE	TYPE	STEP 1	STEP 2	STEP 3	STEP 4	STEP 5	STEP 6	STEP 7	STEP 8
RESOURCE SERVICE TECHNICIAN	MO.	\$ 3,595	\$ 3,712	\$ 3,832	\$ 3,956	\$ 4,084	\$ 4,217	\$ 4,353	\$ 4,494
	YR.	\$ 43,140	\$ 44,544	\$ 45,984	\$ 47,472	\$ 49,008	\$ 50,604	\$ 52,236	\$ 53,928
	HR.	\$ 20,7404	\$ 21,4154	\$ 22,1077	\$ 22,8231	\$ 23,5615	\$ 24,3288	\$ 25,1135	\$ 25,9269
FIRE CODE OFFICER	MO.	\$ 4,409	\$ 4,563	\$ 4,723	\$ 4,888	\$ 5,059	\$ 5,236	\$ 5,419	\$ 5,636
	YR.	\$ 52,908	\$ 54,756	\$ 56,676	\$ 58,656	\$ 60,708	\$ 62,832	\$ 65,028	\$ 67,632
	HR.	\$ 25,4365	\$ 26,3250	\$ 27,2481	\$ 28,2000	\$ 29,1865	\$ 30,2077	\$ 31,2635	\$ 32,5154
DEPUTY FIRE MARSHAL 1	MO.	\$ 5,174	\$ 5,355	\$ 5,543	\$ 5,737	\$ 5,937	\$ 6,145	\$ 6,360	\$ 6,615
	YR.	\$ 62,088	\$ 64,260	\$ 66,516	\$ 68,844	\$ 71,244	\$ 73,740	\$ 76,320	\$ 79,380
	HR.	\$ 29,8500	\$ 30,8942	\$ 31,9788	\$ 33,0981	\$ 34,2519	\$ 35,4519	\$ 36,6923	\$ 38,1635
DEPUTY FIRE MARSHAL 2	MO.	\$ 5,710	\$ 5,909	\$ 6,116	\$ 6,330	\$ 6,552	\$ 6,781	\$ 7,019	\$ 7,299
FIRE PLANS EXAMINER	YR.	\$ 68,520	\$ 70,908	\$ 73,392	\$ 75,960	\$ 78,624	\$ 81,372	\$ 84,228	\$ 87,588
	HR.	\$ 32,9423	\$ 34,0904	\$ 35,2846	\$ 36,5192	\$ 37,8000	\$ 39,1212	\$ 40,4942	\$ 42,1096
LEAD DEPUTY FIRE MARSHAL	MO.	\$ 5,995	\$ 6,205	\$ 6,422	\$ 6,647	\$ 6,879	\$ 7,120	\$ 7,369	\$ 7,664
	YR.	\$ 71,940	\$ 74,460	\$ 77,064	\$ 79,764	\$ 82,548	\$ 85,440	\$ 88,428	\$ 91,968
	HR.	\$ 34,5865	\$ 35,7981	\$ 37,0500	\$ 38,3481	\$ 39,6865	\$ 41,0769	\$ 42,5135	\$ 44,2154

January 1, 2018 through December 31, 2018

Salary Schedule adjusted by 2% effective January 1, 2018

JOB CLASS TITLE	TYPE	STEP 1	STEP 2	STEP 3	STEP 4	STEP 5	STEP 6	STEP 7	STEP 8
RESOURCE SERVICE TECHNICIAN	MO.	\$ 3,667	\$ 3,786	\$ 3,909	\$ 4,035	\$ 4,166	\$ 4,301	\$ 4,440	\$ 4,584
	YR.	\$ 44,004	\$ 45,432	\$ 46,908	\$ 48,420	\$ 49,992	\$ 51,612	\$ 53,280	\$ 55,008
	HR.	\$ 21,1558	\$ 21,8423	\$ 22,5519	\$ 23,2788	\$ 24,0346	\$ 24,8135	\$ 25,6154	\$ 26,4462
FIRE CODE OFFICER	MO.	\$ 4,497	\$ 4,654	\$ 4,817	\$ 4,986	\$ 5,160	\$ 5,341	\$ 5,527	\$ 5,749
	YR.	\$ 53,964	\$ 55,848	\$ 57,804	\$ 59,832	\$ 61,920	\$ 64,092	\$ 66,324	\$ 68,988
	HR.	\$ 25,9442	\$ 26,8500	\$ 27,7904	\$ 28,7654	\$ 29,7692	\$ 30,8135	\$ 31,8865	\$ 33,1673
DEPUTY FIRE MARSHAL 1	MO.	\$ 5,277	\$ 5,462	\$ 5,654	\$ 5,852	\$ 6,056	\$ 6,268	\$ 6,487	\$ 6,747
	YR.	\$ 63,324	\$ 65,544	\$ 67,848	\$ 70,224	\$ 72,672	\$ 75,216	\$ 77,844	\$ 80,964
	HR.	\$ 30,4442	\$ 31,5115	\$ 32,6192	\$ 33,7615	\$ 34,9385	\$ 36,1615	\$ 37,4250	\$ 38,9250
DEPUTY FIRE MARSHAL 2	MO.	\$ 5,824	\$ 6,027	\$ 6,238	\$ 6,457	\$ 6,683	\$ 6,917	\$ 7,159	\$ 7,445
FIRE PLANS EXAMINER	YR.	\$ 69,888	\$ 72,324	\$ 74,856	\$ 77,484	\$ 80,196	\$ 83,004	\$ 85,908	\$ 89,340
	HR.	\$ 33,6000	\$ 34,7712	\$ 35,9885	\$ 37,2519	\$ 38,5558	\$ 39,9058	\$ 41,3019	\$ 42,9519
LEAD DEPUTY FIRE MARSHAL	MO.	\$ 6,115	\$ 6,329	\$ 6,550	\$ 6,780	\$ 7,017	\$ 7,262	\$ 7,516	\$ 7,817
	YR.	\$ 73,380	\$ 75,948	\$ 78,600	\$ 81,360	\$ 84,204	\$ 87,144	\$ 90,192	\$ 93,804
	HR.	\$ 35,2788	\$ 36,5135	\$ 37,7885	\$ 39,1154	\$ 40,4827	\$ 41,8962	\$ 43,3615	\$ 45,0981

January 1, 2019 through December 31, 2019
Salary Schedule adjusted by 2% effective January 1, 2019

JOB CLASS TITLE	TYPE	STEP 1	STEP 2	STEP 3	STEP 4	STEP 5	STEP 6	STEP 7	STEP 8
	RATE								
RESOURCE SERVICE TECHNICIAN	MO.	\$ 3,740	\$ 3,862	\$ 3,987	\$ 4,116	\$ 4,249	\$ 4,387	\$ 4,529	\$ 4,676
	YR.	\$ 44,880	\$ 46,344	\$ 47,844	\$ 49,392	\$ 50,988	\$ 52,644	\$ 54,348	\$ 56,112
	HR.	\$ 21.5769	\$22.2808	\$23.0019	\$23.7462	\$24.5135	\$25.3096	\$26.1288	\$26.9769
FIRE CODE OFFICER	MO.	\$ 4,587	\$ 4,747	\$ 4,913	\$ 5,086	\$ 5,263	\$ 5,448	\$ 5,638	\$ 5,864
	YR.	\$ 55,044	\$ 56,964	\$ 58,956	\$ 61,032	\$ 63,156	\$ 65,376	\$ 67,656	\$ 70,368
	HR.	\$ 26.4635	\$27.3865	\$28.3442	\$29.3423	\$30.3635	\$31.4308	\$32.5269	\$33.8308
DEPUTY FIRE MARSHAL 1	MO.	\$ 5,383	\$ 5,571	\$ 5,767	\$ 5,969	\$ 6,177	\$ 6,393	\$ 6,617	\$ 6,882
	YR.	\$ 64,596	\$ 66,852	\$ 69,204	\$ 71,628	\$ 74,124	\$ 76,716	\$ 79,404	\$ 82,584
	HR.	\$ 31.0558	\$32.1404	\$33.2712	\$34.4365	\$35.6365	\$36.8827	\$38.1750	\$39.7038
DEPUTY FIRE MARSHAL 2	MO.	\$ 5,940	\$ 6,148	\$ 6,363	\$ 6,586	\$ 6,817	\$ 7,055	\$ 7,302	\$ 7,594
FIRE PLANS EXAMINER	YR.	\$ 71,280	\$ 73,776	\$ 76,356	\$ 79,032	\$ 81,804	\$ 84,660	\$ 87,624	\$ 91,128
	HR.	\$ 34.2692	\$35.4692	\$36.7096	\$37.9962	\$39.3288	\$40.7019	\$42.1269	\$43.8115
LEAD DEPUTY FIRE MARSHAL	MO.	\$ 6,237	\$ 6,456	\$ 6,681	\$ 6,916	\$ 7,157	\$ 7,407	\$ 7,666	\$ 7,973
	YR.	\$ 74,844	\$ 77,472	\$ 80,172	\$ 82,992	\$ 85,884	\$ 88,884	\$ 91,992	\$ 95,676
	HR.	\$ 35.9827	\$37.2462	\$38.5442	\$39.9000	\$41.2904	\$42.7327	\$44.2269	\$45.9981

Appendix B
Employee Personal Time Off (PTO) Accrual Schedule

Employee PTO Accrual Schedule				
During Year of Service	Hours Per Month	Days Per Year	Maximum Accumulation Hours / Days	
1-2	15.00	22.5	360	45
3-5	18.34	27.5	440	55
6-10	20.34	30.5	488	61
11-15	22.34	33.5	536	67
16-20	24.34	36.5	584	73
21+	26.34	39.5	632	79

Appendix C

Method of Negotiating This Contract

For previous contracts the following, method of determining total monthly compensation and considering departmental policies and other working conditions was as follows:

The following departments were used as comparables:

Salem, Eugene, Hillsboro, Snohomish County, Bellevue, Pierce County, Clark County, Gresham, TVF&R, and Renton

A study was conducted to determine total monthly compensation for this group of comparables and Vancouver Fire Department. Total monthly compensation included the following, all of which were converted to dollars:

- Base salary for top step DFM II
- Longevity pay for a 7 year employee
- Education pay for an Associate Degree
- Holiday pay or In-lieu-of holiday pay
- Deferred compensation matching
- Specialty/Certification Pay

The value of education pay and the specialty/certification pays was calculated by multiplying the pay for any given department by the number receiving such pay, and then dividing by the number of employees in the fire marshal's office. For example, if Hillsboro pays \$100/month for being a Fire Prevention Officer II, and there are 3 such members and 9 employees in the fire marshal's office, the average value to each employee per month is \$33.33 $((3 \times 100)/9)$.

These "total monthly compensation" components were then added together for each of the eleven comparables. The totals were then added together and divided by eleven to reach an average "total monthly compensation" for this group of comparables. The "total monthly compensation" was then converted to a gross hourly rate. Vacation and holiday time for a 7 year employee was taken into account and the gross hourly compensation was adjusted to a "net hourly compensation". The City of Vancouver's "net hourly compensation," using the above formula, was then compared to the average of the eleven comparables and adjusted.

The value of pager pay was calculated separately. Each jurisdiction's pay was converted to a weekly amount then added together and divided by 10 to reach an average.

Appendix D Use of Temporary Workers

The provisions of Appendix D apply only to temporary and seasonal workers employed by the city for more than 8.6 weeks in a calendar year.

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

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

"Temporary or seasonal worker" for purposes of this article shall mean one who is hired to work not more than 1,040 hours in any twelve (12) consecutive month period. Temporary workers will not be used for more than the 1,040 hour period. The Employer will not rotate temporaries through the same position.

Temporary workers will be compensated at the current DFM1 rate. No other contractual benefits will be provided until after the employee has worked more than 8.6 weeks.

Appendix E Use of Fire Corps Volunteers

Any and all training and/or education utilized in the Fire Corps Volunteer program must be pre-approved by the Fire Marshal ("FM").

Any and all public education curriculum must be developed by Local 452 FMO staff and approved by the Fire Marshal.

Any and all training and/or education provided to the Fire Corps Volunteers must be conducted by Local 452 FMO staff and under FMO staff or Fire Marshal supervision.

Two levels of supervision are identified:

Active supervision: L452 -FMO staff will be on site with the Fire Corps members for large scale events such as Fourth of July, Fire in the Park, CRESA 911. L452 -FMO staff will be on site during events that deploy the fire safety trailer.

Passive supervision: Passive supervision shall only be conducted during normal FMO work week hours as outlined in Article 5 of this agreement between the City and Union. Local 452 - FMO staff will be available by telephone to answer questions or respond to a Fire Corps member's location as needed. This staff member may or may not be in close physical proximity to the Fire Corps location. Local 452 FMO staff will establish the frequency of check-ins. Examples include: Kindergarten puppet theatre and flyer distribution.

Any proposals for new activities will be collaboratively discussed between the City and the Union.

Activity	Active Supervision	Passive Supervision
Fire in the Park - Safety Trailer	x	
CRESA 911 - Safety Trailer	x	
Fourth of July	x	
Fire Station Open House	x	
Parades	x	
Spring Autism Empowerment	x	
Project Home Safe (Pilot Phase)	x	
Neighborhood Smoke Alarm	x	
Volunteer Appreciation Events	x	
Kindergarten Puppet Theatre		x
Safety Flyer Distribution		x
Fire Corps Recruitment Campaigns		x
Informational Table Staffing		X
Volunteer Team Social Events		X

Appendix F
Vancouver Fire Department Substance Abuse Policy
Reference Material Only

PURPOSE

The Vancouver Fire Department is committed to providing its employees and the public a workplace that is free from substance abuse. The City supports employees undergoing treatment and rehabilitation for substance abuse and notifies employees of the penalties that may be imposed for substance abuse violations in the workplace. This policy complies with the Drug Free Workplace Act of 1988.

SCOPE

This policy applies to all City of Vancouver (Fire Department) employees, volunteers and vendors that work at or represent the City or the City's interests and/or access facilities, unless otherwise addressed by a current collective bargaining agreement or public safety policy.

DEFINITIONS

Alcohol means ethyl alcohol or ethanol. Breath alcohol tests on covered employees must show levels below 0.04 or the employee will be in violation of this policy, however, an employee will not be permitted to return to work if the employee's BAC is greater than 0.02.

Alcohol concentration means the alcohol in volume of breath expressed in terms of grams of alcohol per 210 liters of breath as indicated by a breath test.

Alcohol use means the consumption of any beverage, mixture or preparation, including any medication, containing alcohol.

Breath Alcohol Technician (BAT) means an individual who instructs and assists individuals in the alcohol testing process and operates an EBT.

Breath Alcohol Testing Site means a location which affords visual and aural privacy for the performance of breath alcohol testing. No unauthorized person shall be permitted access to the breath alcohol testing site when the evidential breath testing device is unsecured or at any time when testing is being conducted. In unusual circumstances, e.g. after an accident when a test must be conducted outdoors, the breath alcohol technician must provide visual and aural privacy to the greatest extent practicable.

City means the City of Vancouver, Washington.

Controlled substance means a chemical or its immediate precursor classified in Schedules I through V under the *Federal Controlled Substances Act, 21 USC 811 to 812*, as modified under *RCW 46.25* (copies are available to employees from the

City's HRRS department). "Controlled substances" include but are not limited to narcotics, depressants, stimulants, hallucinogens, and cannabis.

DHHS means the *Department of Health and Human Services* or any designee of the Secretary, Department of Health and Human Services.

Drug means a substance:

- Recognized as a drug in the official United States Pharmacopoeia, official Homeopathic Pharmacopoeia of the United States, official Formulary, or in any supplement to any of them;
- Intended for use in the diagnosis, cure, mitigation, treatment, or prevention of disease in humans or animals;
- Other than food or beverage, intended to affect the structure or any function of the body of humans or animals;
- Intended for use as a component of anything listed above in A, B, or C of this definition.

Employee means an individual who personally renders services to the City of Vancouver temporarily or otherwise, and who is not employed by an independent contractor to render those services pursuant to a contract.

EBT device (or **Evidential Breath Testing device**) means an EBT approved by the National Highway Traffic Safety Administration (NHTSA) for the evidential testing of breath and placed on NHTSA's "Conforming Products List of Evidential Breath Measurement Devices." (CPL)

Illegal Drug means drugs which are not legally obtainable or drugs which have not been obtained legally. It also means drugs which are legally obtained but are knowingly used in a purpose or manner other than prescribed or intended.

Medical Review Officer (MRO) means a licensed physician (medical doctor or doctor of osteopathy) responsible for receiving laboratory results generated by an employer's drug testing program who has knowledge of substance abuse disorders and has appropriate medical training to interpret and evaluate an individual's confirmed positive test results together with his or her medical history and any other relevant biomedical information. MRO's must be certified by a substance abuse medical association such as AAMRO or MROCC.

On-Duty means as any time on the job, volunteering or representing or acting in or on behalf of the City's interests. In addition, all time spent in association with drug testing specimen collection and/or alcohol testing is considered on-duty time.

Prohibited drug means cocaine, opiates, amphetamines, or phencyclidine.

Reasonable Suspicion means that a trained manager or supervisor observes behavior, appearance, speech or body odors that are characteristic of alcohol or drug misuse. These observations must be specific, articulable and

contemporaneous.

Refuse to submit (to a drug/alcohol test) means that a covered employee fails to provide a urine sample or to submit to a breath alcohol test as required by this policy, without a valid medical explanation, after he or she has received notice of the requirement to be tested in accordance with the provisions of this policy, or engages in conduct that clearly obstructs the testing process.

Substance Abuse means addiction to or the dependency upon alcohol or a controlled substance, or the use of alcohol or a controlled substance in a manner that results in interference with an employee's performance of work-related tasks.

Substance Abuse Professional (SAP) means a licensed physician (medical doctor or doctor of osteopathy), or a licensed or certified psychologist, social worker, employee assistance professional, or addiction counselor (certified by the National Association of Alcoholism and Drug Abuse Counselors Certification Commission), with knowledge of and clinical experience in the diagnosis and treatment of drug and alcohol-related disorders.

Work shift means any time during which an employee is engaged in work on behalf of the City, including but not limited to routine 8-hour or 24-hour shifts, rotating shifts, part-time shifts, breaks, and time spent traveling from one work site to another.

Verified negative (drug test result) means a drug test result reviewed by a medical review officer and determined to have no evidence of prohibited or authorized drug use.

Verified positive (drug test result) means a drug test result reviewed by a medical review officer and determined to have evidence of prohibited drug use at or above the following thresholds:

Substance	Initial Test	Threshold	Confirmation Test	Threshold
Amphetamines	Urinalysis	1000 ng/ml	Split Specimen	500 ng/ml
Amphetamine	Urinalysis	1000 ng/ml	Split Specimen	500 ng/ml
Methamphetamine	Urinalysis	1000 mg/ml	Split Specimen	500 ng/ml
Cocaine Metabolite	Urinalysis	300 ng/ml	Split Specimen	150 ng/ml
Opiates Metabolite	Urinalysis	300 ng/ml	Split Specimen	300 ng/ml
Morphine	Urinalysis	300 ng/ml	Split Specimen	300 ng/ml
Codeine	Urinalysis	300 ng/ml	Split Specimen	25 ng/ml
Phencyclidine	Urinalysis	25 ng/ml	Split Specimen	25 ng/ml

Results below the thresholds are considered negative.

Procedure and Guidelines

Testing Procedures

Testing required under this policy will be considered on-duty time. All drug and alcohol testing will be conducted with accuracy, reliability and a high regard for privacy and dignity in specimen collection, testing and notification. The security of urine samples and the accuracy of breath testing are absolutely necessary. For this reason, the City uses collection and testing procedures that are based on the industry standards established by the DOT. The City will adhere to these standards for collection, testing, MRO review and result reporting. Results obtained from procedures not in accordance with these industry protocols will not be valid for the purpose of this policy.

Drug Testing:

- a. Urine specimen collection for drug testing will be performed by qualified individuals in conformance with current standards of practice, using chain of custody procedures, and with respect for the privacy and dignity of the person giving the specimen. Employees will not be witnessed when providing a urine specimen. Drug test specimens will be collected to provide at least 30 ml of urine in a "primary specimen" shipping bottle and at least 15 ml of urine in a "split specimen" shipping bottle.
- b. Drug testing will be performed only by laboratories certified by the Substance Abuse and Mental Health Administration (SAMHSA) of the U.S. Department of Health and Human Services (previously "NIDA").
- c. Testing procedures will be conducted and monitored in accordance with 49 *CFR Part 40*. Copies of these federal regulations are available from HRRS to all employees upon request. Specimens submitted to the laboratory are tested for the following drugs:
 - Cocaine
 - Amphetamines
 - Opiates
 - Phencyclidine (PCP)
- d. The specimen collection agent will use the split sample method of collection. This method involves dividing the original specimen into a "primary" and a "split" sample.
- e. The contract laboratory must be certified by the SAMHSA. The laboratory will observe testing/chain of custody procedures to ensure that the specimens' security, proper identification and integrity are not compromised.

- f. When an initial screening test for drugs is positive, a second, confirmatory test will automatically be performed. Confirmed positive drug tests will be reported by the testing laboratory to the MRO for verification.
- g. If the primary specimen is positive, the MRO will make every reasonable effort to notify the employee of the result. If the MRO is unable to reach the employee, the City will as soon as practicable request that the employee contact the MRO to discuss test results.
- h. When the MRO is able to contact the employee or applicant to discuss the results, the MRO will inform the candidate or employee that he/she has 72 hours from having been informed of a verified positive test to request that the MRO send the split specimen to a different SAMHSA-certified laboratory for analysis.
- i. Expenses for testing of the split sample will be paid for initially by the City. If the results of the split sample test are positive, the City will be reimbursed by the employee for the cost of testing the second split sample.
- j. Outside job applicants who request a second test will be responsible for the cost of testing the split sample. In addition, the candidate will be responsible for coordination of payment for the second testing.

Marijuana Testing:

In the State of Washington, marijuana is legal under state law, both as a prescription medication and as a drug used for recreational purposes.

Employees shall not be under the psychoactive effects of marijuana causing motor impairment while on duty. Marijuana metabolites can stay in a person's blood for weeks after the psychoactive effects of the drug have completely subsided. In addition, certain topical medications containing marijuana, do not cause any psychoactive effects, but can still result in a positive test for marijuana.

A saliva test shall be used to screen for the psychoactive effects of marijuana use, and if positive, shall be confirmed by a blood test performed by a qualified laboratory. This screening test shall be performed by an individual properly qualified to perform the tests utilizing appropriate equipment. An initial positive level shall be 5 nano grams per milliliter of Delta-9-tetrahydrocannabinol. If initial testing results are negative, testing shall be discontinued, all samples destroyed and records of the testing expunged from the employee's files. Only specimens identified as positive on the initial test shall be confirmed using a blood test.

Sample handling procedures, as detailed in section discussing "Drug Testing", shall apply. A confirmatory test shall also test for the psychoactive effects of marijuana usage. A positive blood level shall be 5 nano grams per milliliter of Delta-9-tetrahydrocannabinol. If confirmatory testing results are negative, all samples shall be destroyed and records of the testing expunged from the employee's files.

If the employee tests positive for marijuana, the MRO will make a determination, based on current scientific data and other evidence, if the marijuana more than likely caused the behavior or impairment that resulted in the administration of the drug or alcohol test.

If the MRO determines marijuana was not the likely cause of the behavior or impairment that resulted in the administration of the drug or alcohol test, the MRO will not release any results of the marijuana portion of the drug test to the Employer.

Alcohol Testing:

- a. Candidate shall report to testing facility and sign the Breath Alcohol Testing Release Form. Refusal to sign this form will be regarded as refusal to take the test. A Breath Alcohol Test will then be conducted by a certified Breath Alcohol Technician (BAT).
- b. Testing procedures will be conducted and monitored in accordance with 49 CFR Part 40. Copies of these federal regulations are available from HRRS to all employees upon request.
- c. The BAT must conduct a second breath alcohol test if the initial screening test indicates that the employee or applicant has a prohibited alcohol concentration.
 - The first test is a screening test. Any result less than 0.02 alcohol concentration is considered negative and no further testing is required.
 - If the alcohol concentration is 0.02 or greater, the BAT will conduct a confirmation test within 15 minutes of the screening test.
 - If the results of the screening and confirmation tests are not identical, the confirmation test will be the result upon which any further action under this policy will be taken.
- d. If the confirmation test indicates an alcohol concentration at 0.02 or above, the BAT must immediately notify the supervisor who will arrange for transportation of the employee from the alcohol testing site.
- e. If the confirmation test indicates an alcohol concentration of 0.04 or above, the individual is considered to have a prohibited alcohol concentration.

Prohibited Forms of Drug/Alcohol Use

Employees are prohibited from the unlawful manufacture, distribution, dispensation, possession or use of a controlled substance on City property, or anytime during an employee's work shift.

Employees are prohibited from reporting for work after using illegal drugs or controlled substances at a time, or in such a manner that may impair work performance. This prohibition includes a verified positive drug test result.

Employees are prohibited from reporting for work after consuming alcohol at a time, or in such a manner, that may impair work performance (prohibited alcohol conduct).

Refusal by an employee to submit a urine or breath specimen when requested to do so under the guidelines of this policy will have the same consequences as a positive test result, and will result in immediate removal from duty.

Violations of this policy and/or its prohibitions may lead to corrective action up to and including termination of employment, providing just cause for such action exists. Official discovery of prior voluntary treatment or professional assistance shall not, by itself, constitute just cause for corrective action.

Types of Drug/Alcohol Use Testing

Post-offer of employment: Alcohol testing is not conducted. Drug testing is conducted after offer to hire; hire is contingent on negative results.

Applicants for positions that are covered under this policy will be notified of the testing requirements during the application process.

If an outside applicant's drug test is verified as positive, he/she will be prohibited from hire. Applicants may be considered again for employment with the City after six (6) months.

Post-accident: Post-accident testing will be conducted when an employee, driving a vehicle/equipment during the course of his or her shift, has an accident which results in any of the following:

- a fatality; or
- the employee receives a citation for a moving traffic violation.

As soon as practicable following an accident, the supervisor or another appropriate City administrator will indicate whether the operator(s) of any vehicle involved in the accident must report for specimen collection and/or an alcohol breath test. Such operators shall be ordered to submit to testing.

Alcohol and drug testing must be conducted as soon as possible following an accident (as defined above), but in no case will an alcohol test be conducted later than 8 hours after the incident; and in no case will a drug test be conducted later than 32 hours after the incident.

Employees who are ordered to be tested under this section are to report immediately to the designated specimen collection and testing facility as instructed. The supervisor or other appropriate administrator will arrange transportation for the

employee to the facility, as well as transportation to the employee's place of residence.

Any employee who is subject to post-accident testing must remain readily available for testing. If the employee does not or is not able to remain at the accident scene, he/she is required under this policy to notify the City of his or her location until testing is completed. This notification requirement will be considered to be met if the employee is unable, because of the need for medical treatment for personal injury, to remain at the site. If the employee fails to do this, when ordered, the City will interpret this action as a refusal to undergo the required testing. However, nothing in this section is designed to require the delay of any appropriate action that may need to be taken by the employee in an emergency situation such as obtaining emergency assistance, seeking emergency medical attention, etc.

If a regular/probationary employee has a positive drug test or a breath test indicating an alcohol level of 0.04 or greater, the employee cannot return to work until he/she has been evaluated by a substance abuse professional, complied with recommended rehabilitation, and has a negative result on a return to duty drug and/or alcohol test(s). In addition, the employee may also be required to undergo follow-up testing as outlined in this policy.

The employee will be placed on a paid administrative leave from the time they are required to undergo testing until such time testing, or any requested confirmation tests are completed. The employee may use any available leave balances to cover any absences that occur from the time period between completion of confirmation tests until the time the employee is permitted to return to work.

In addition to post-accident tests conducted under the procedures of this policy, the results of a breath or blood test for alcohol or a urine test for the use of prohibited drugs, conducted by Federal, State, or local officials having independent authority for conducting such tests, are considered to meet this policy's post-accident testing. For the enforcement of this policy, the City will use the results of such tests when available. No additional confirmation tests are required under this policy. The City will notify the employee that under this policy he/she has the option of undergoing an additional drug test within 32 hours of the incident if he/she chooses. Procedures for conducting this second test will be in accordance with this policy.

The City will provide employees covered by this policy with all the necessary post-accident information, procedures and instructions so that all covered employees will be able to comply with the requirements of this policy.

Reasonable Suspicion: Conducted when a trained supervisor or manager observes behavior or appearance which is characteristic of alcohol or drug misuse.

An employee may be referred for drug and/or alcohol testing only by a trained supervisor or manager who observes, first hand, specific, articulable and contemporaneous behavior such as appearance, speech or body odors that are characteristic of alcohol or drug misuse. Co-workers or other employees may report

a behavior that causes concerns, but employees will only be sent for testing based on first hand observations of a trained supervisor or manager.

The supervisor will complete an observation of behavior checklist as part of any referral for reasonable suspicion testing. Use of this checklist will be reviewed during the training for supervisors and managers in the recognition and detection of signs and symptoms of alcohol and drug misuse.

The supervisor or manager who has reasonable suspicion that the observed behavior or appearance of an employee is characteristic of alcohol or drug misuse will take the employee aside to a private area, express his/her observations, and require (or order, in the case of police and fire personnel) that the employee submit to a drug and/or alcohol test in accordance with City policy. Prior to beginning a discussion with the employee about the observed behavior, the supervisor or manager will inform the employee of their right to have union representation present during the meeting. Employee requests for representation will be honored to the extent that honoring the request would not unreasonably delay testing.

Employees who are required to be tested because of reasonable suspicion are required to report immediately to the specimen collection and/or testing site. The supervisor or manager will arrange transportation for the employee to the specimen collection/testing site and to the employee's place of residence.

If required specimens are not collected or if required tests are not administered within 8 hours (for alcohol) and within 32 hours (for drug), the manager or supervisor will document the reasons for not collecting the specimens or administering the tests and will discontinue the efforts to test the employee.

If the employee exhibits behavior that gives cause for reasonable suspicion testing referral for alcohol misuse, in spite of an inability to immediately test, the employee will not be permitted to complete his/her shift. Employees who are not permitted to complete a work shift under this policy will be placed on paid administrative leave as described below.

If an employee has a positive drug test or a breath test indicating an alcohol level of 0.04 or greater, the employee cannot return to work until he/she has been evaluated by a substance abuse professional, complied with recommended rehabilitation, and has a negative result on a return to duty drug and/or alcohol test(s). In addition, the employee may also be required to undergo follow-up testing as outlined in this policy.

The employee will be placed on a paid administrative leave from the time they are required to undergo testing until such time testing, or any requested confirmation tests are completed. The employee may use any available leave balances to cover any absences that occur from the time period between completion of confirmation tests until the time the employee is permitted to return to work.

Voluntary Testing: An employee may voluntarily submit to drug or alcohol testing upon agreement of the City. The City will not suggest such voluntary testing or coerce employees into such testing. Results of voluntary tests will be disclosed only to the employee who submitted to the test. Employees who voluntarily test, or who voluntarily go through substance abuse treatment programs, will not be required to undergo random testing as a result of their voluntary actions.

Return to work and follow-up: Conducted when an employee is returning to work after having violated this policy by testing positive for drugs and/or demonstrating prohibited alcohol conduct.

Before returning to work, an employee who has violated this policy is required to submit to an alcohol and/or drug test.

After returning to work, additional follow-up testing may be required. The number, frequency, and type (drug and/or alcohol) of follow-up testing will be directed by the employee's substance abuse professional. When required by the SAP, follow-up testing will consist of at least six tests in the first twelve months after returning to work. Follow-up testing may be extended for no longer than sixty (60) months following return to work, as recommended by the SAP.

An employee subject to these requirements must test negative for alcohol and/or drug misuse under the tolerances established in this policy.

If the alcohol or drug test is positive for an employee he/she will be referred to the substance abuse professional who is guiding rehabilitation. The City will follow the recommendations of the SAP, and consider the SAP's evaluation of the employee in determining any corrective action. If an employee tests positive on any follow-up tests the employee will be subject to corrective action up to and including termination.

Training and Education

Employee education and supervisor training are essential parts of this policy and program. All existing and new employees will receive information on the impact of drug and alcohol use and will receive information on resources for assistance. Supervisors will receive this same training, as well as additional training in the recognition and detection of signs and symptoms of alcohol and drug misuse. Supervisors will not be permitted to make reasonable suspicion testing referrals unless they have completed such training. In addition, the City will make this same training available to union representatives in an effort to keep them up to date and educated in this area.

Treatment – Employee Assistance Program

The City will support treatment efforts for regular/probationary employees with drug/alcohol problems who, prior to official discovery, voluntarily seek assistance. When an employee under this policy for the first time, voluntarily seeks assistance,

he/she will immediately be granted a leave of absence in accordance with the applicable employment policies.

Discipline and Rehabilitation

An employee whose alcohol or drug test yields a verified positive result for any concentration of a controlled substance that is prohibited by law and/or under this policy will be required to submit to an evaluation for substance abuse at a facility designated by the City or the City's employee assistance program (EAP).

An employee who violates any element of this policy may be subject to discipline in accordance with applicable City policies, procedures, and collective bargaining agreements provided that an employee who violates any prohibition of this policy will not be disciplined for the first offense if he/she successfully completes a treatment program and follow-up testing upon return to work. An employee may be subject to discipline for adulterating or falsifying, or attempting to adulterate or falsify, a test sample, or for falsifying or attempting to falsify a test result; and/or for refusing to undergo treatment or rehabilitation as may be recommended by a professional in the field of substance abuse. All employees are required to comply with other City or departmental policies and may be subject to discipline for violation of such policies. No employee shall be disciplined under this policy except for just cause.

Any discipline imposed on an employee covered by a collective bargaining agreement may be subject to the collective bargaining agreement grievance procedure or Civil Service Appeal, if applicable.

The City offers an EAP through a private firm. An employee may seek help directly from the private firm for evaluation of abuse of, addiction to, or dependency upon alcohol or a controlled substance. The private firm may refer the employee to another firm for treatment or rehabilitation. An employee's use of the EAP and referral to another firm for treatment and rehabilitation shall be confidential and shall not be disclosed to the City, unless the SAP determines that the employee is unable to safely perform his/her employment duties.

An employee who undergoes treatment or rehabilitation under paragraph (d) of this section may use any appropriate leave benefits available to attend treatment or rehabilitation sessions.

An employee who participates in a treatment or rehabilitation program will not be penalized for participation. However, participation in a program will not excuse the employee from compliance with this policy in its entirety or, from fully and acceptably performing all of his/her employment duties.

Payment for outpatient, inpatient, or any other treatment programs will be covered subject to the terms of the employee's health insurance benefit and/or EAP in effect at the time. However, if an employee requires in-patient detoxification and/or treatment for a substance abuse problem, the city will reimburse the employee for all "co-pay" costs noted under the employee's city-provided insurance plan. This

reimbursement will be made if the employee self refers to such treatment program, or if the employee is required to undergo such treatment due to on-the-job substance abuse problems.

This reimbursement shall be available one time only to any employee covered by the policy, whether the associated treatment is due to a self-referral or required referral. If an employee chooses to utilize a substance abuse program, either on an in-patient or out-patient basis that is not covered by the employee's health insurance plan, the city will not reimburse any of the costs associated with that treatment.

An employee who is required to participate in a treatment or rehabilitation program may, upon successful completion of such program, be randomly re-tested for alcohol and/or controlled substance abuse for a period of up to sixty (60) months upon the recommendation of the SAP, following completion of the program. Positive test results during this period may be grounds for discipline up to and including termination

An employee who successfully completes a treatment or rehabilitation program shall be returned to his/her regular duty assignment. Thirty-six (36) months following the completion of a treatment program, if the employee has had no further positive testing or other alcohol or substance abuse related incidents, the employee's personnel file shall be purged of any reference to his/her drug and/or alcohol problem.

RESPONSIBILITY ASSIGNMENTS

Human Resources and Risk Services

- Manage the alcohol and controlled substance testing program.
- Ensure all testing and collection procedures are in compliance with federal regulations.
- Maintain all documentation regarding any positive test results in a locked file cabinet in HRRS.
- Provide sole source communication on drug and/or alcohol issues and provide information on employee assistance program and available assistance resources.
- Provide mandatory training for managers and supervisors and offer the same training to union representatives.
- Take every reasonable measure to safeguard the privacy of an employee in connection with this policy. Maintain the confidentiality of an employee who voluntarily requests assistance in dealing with chemical dependency.

Managers and Supervisors

- Assist employees with chemical dependency problems who are seeking help and support recovery efforts.
- Attend training programs on detecting substance abuse and the administration of the City of Vancouver Substance Abuse Policy.
- Adhere strictly, at all management levels, to the policies and procedures established for drug and alcohol testing.
- Require an employee to submit to drug testing when there is reasonable suspicion to believe the employee has used alcohol and/or a controlled substance in a way which violates the law and/or this policy.
- Work with HRRS and Law Departments to understand the employee's rights and the assistance resources available if he/she is identified as being chemically dependent.
- Take every reasonable measure to safeguard the privacy of an employee in connection with this policy. Maintain the confidentiality of an employee who voluntarily requests assistance in dealing with chemical dependency.

Employees

- Know that employee consumption of alcohol and/or controlled substances (other than medications prescribed by a physician) on City premises is prohibited at all times; and is prohibited off City premises during normal break periods if the employee is scheduled to return to work.
- An employee shall notify his/her manager or supervisor and HRRS within five (5) calendar days after a conviction for a violation of any criminal drug or alcohol statute if (a) the violation occurred in the employee's workplace or during the employee's work shift, (b) the conviction results or may result in the loss of driving privileges for any period of time, (c) the conviction otherwise adversely affects the employee's ability to perform employment duties, or (d) if the conviction may result in time lost from work.
- Promptly comply with an order to submit to a urine and/or breath test for alcohol and/or controlled substances pursuant to this policy.
- Support the City's commitment to maintain a drug-free work place by reporting any violation of the Substance Abuse Policy to his/her supervisor, manager, or to HRRS.



Staff Report 110-20

TO: Mayor and City Council

FROM: Eric Holmes, City Manager

DATE: 8/24/2020
9/21/2020

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

Key Points

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

Strategic Plan Alignment

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

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

Present Situation

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

The alley right-of-way extends from the east side of the U Street right-of-way eastward

approximately 120 feet where it connects to the right-of-way for Fort Vancouver Way. This right-of-way has historically been used to provide property access to the adjoining properties, and is roughly paved, with no sidewalk, curb or gutter. The physical connection of this alley to Fort Vancouver Way was abandoned and blocked in 2016 with the construction of a stop for The Vine bus rapid transit system at this location.

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

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

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

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

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

Advantage(s)

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

Disadvantage(s)

No known disadvantages.

Budget Impact

None

Prior Council Review

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

Action Requested

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

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

ATTACHMENTS:

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

8/24/2020

RESOLUTION NO. _____

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

BE IT RESOLVED BY THE CITY OF VANCOUVER:

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

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

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

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

RESOLUTION - 1

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

Anne McEnery-Ogle, Mayor

Attest:

Natasha Ramras, City Clerk

Approved as to form:

Jonathan Young, City Attorney

RESOLUTION - 2

08/24/20
09/21/20

ORDINANCE NO. _____

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

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

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

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

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

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

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

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

NOW, THEREFORE,

BE IT ORDAINED BY THE CITY OF VANCOUVER:

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

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

Read first time:

Ayes: Councilmembers

Nays: Councilmembers

Absent: Councilmembers

Read second time:

PASSED by the following vote:

Ayes: Councilmembers

Nays: Councilmembers

Absent: Councilmembers

SIGNED this _____ day of _____, 2020.

Anne McEnery-Ogle, Mayor

Attest:

Natasha Ramras, City Clerk

Approved as to form:

Jonathan Young, City Attorney

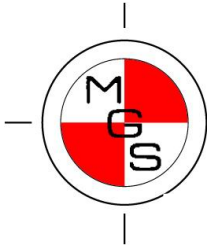
SUMMARY

ORDINANCE NO. _____

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

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

Exhibit A1
Legal Description (Area 1)



**MINISTER-GLAESER
SURVEYING INC.**

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

August 26, 2019

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

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

COMMENCING at a stone monument marking the Northeasterly corner of the former United States Military Reservation in Vancouver, Washington;

Thence North 73°01'17" West along the North boundary of the former United States Military Reservation and the South line of said "ROWLEY'S EIGHTH EDIDITON", 469.85 feet to a point that lies 55.00 feet left of the centerline of Fort Vancouver Way, when measured at right angles, as constructed per City of Vancouver Transportation Files, Roll 162, Map 9 (162/9);

Thence North 63°12'48" East, 55.00 feet left and parallel to said centerline, 36.14 feet, more or less, to a point on the South line of that certain tract of land conveyed to Clark Community College District 14 Foundation by Statutory Warranty Deed recorded under Auditor's File Number (AFN) 3435321;

Thence North 73°01'17" West, 70.43 feet, more or less, to the common Southerly corner of said Clark Community College District 14 Foundation parcel AFN 3435321 and that certain tract of land conveyed to Clark Community College District 14 Foundation by Statutory Warranty Deed recorded under AFN 4188816, and the **TRUE POINT OF BEGINNING**;

Thence continuing North 73°01'17" West, along the South line of said Clark Community College District 14 Foundation parcel AFN 4188816, 65.66 feet, more or less, to the Southwest corner thereof;

Thence leaving said South line, South 00°00'58" West, 26.14 feet, more or less, to the North line of said United States Military Reservation;

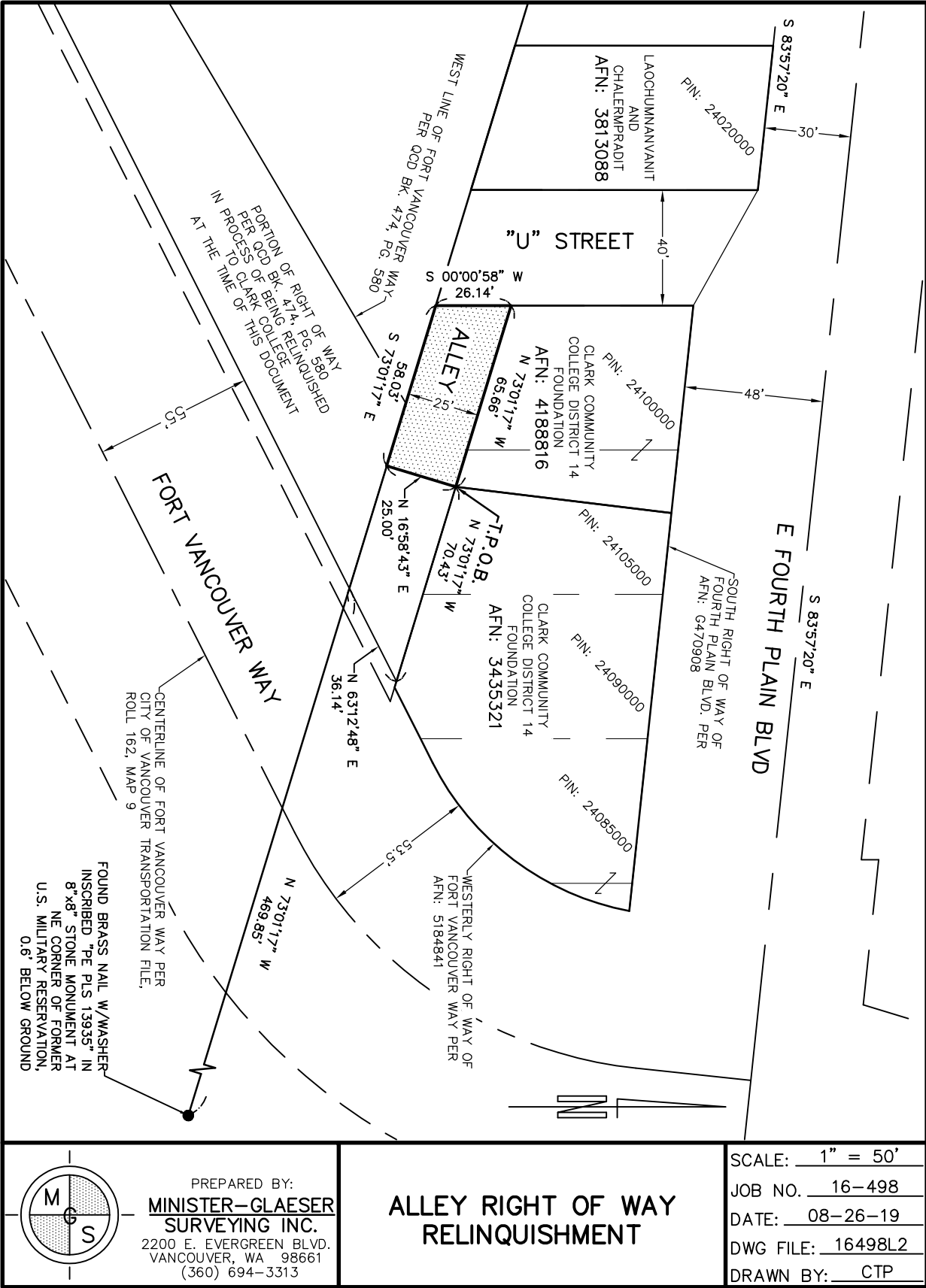
Thence South 73°01'17" East, along the North line of said United States Military Reservation, 58.03, more or less;

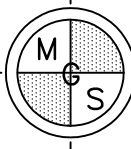
Thence North 16°58'43" East, perpendicular to the North line of said United States Military Reservation, 25.00 feet, more or less, to the **TRUE POINT OF BEGINNING**.

CONTAINING 1,546 square feet, more or less.

Exhibit B1

Site Map of Legal Description (Area 1)





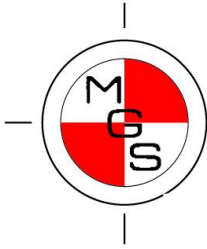
PREPARED BY:
MINISTER-GLAESER
SURVEYING INC.
 2200 E. EVERGREEN BLVD.
 VANCOUVER, WA 98661
 (360) 694-3313

ALLEY RIGHT OF WAY RELINQUISHMENT

SCALE:	1" = 50'
JOB NO.	16-498
DATE:	08-26-19
DWG FILE:	16498L2
DRAWN BY:	CTP

Exhibit A2

Legal Description (Area 2)



MINISTER-GLAESER SURVEYING INC.

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

August 26, 2019

CITY OF VANCOUVER ALLEY RIGHT OF WAY RELINQUISHMENT TO CLARK COMMUNITY COLLEGE DISTRICT 14 FOUNDATION PARCEL DESCRIBED IN AUDITOR'S FILE NO. 3435321:

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

COMMENCING at a stone monument marking the Northeasterly corner of the former United States Military Reservation in Vancouver, Washington;

Thence North $73^{\circ}01'17''$ West along the North boundary of the former United States Military Reservation and the South line of said "ROWLEY'S EIGHTH EDIDITON", 469.85 feet to a point that lies 55.00 feet left of the centerline of Fort Vancouver Way, when measured at right angles, as constructed per City of Vancouver Transportation Files, Roll 162, Map 9 (162/9), and the **TRUE POINT OF BEGINNING**;

Thence North $63^{\circ}12'48''$ East, 55.00 feet left and parallel to said centerline, 36.14 feet to a point on the South line of that certain tract of land conveyed to Clark Community College District 14 Foundation by Statutory Warranty Deed recorded under Auditor's File Number (AFN) 3435321;

Thence North $73^{\circ}01'17''$ West, 70.43 feet more or less to the common Southerly corner of said Clark Community College District 14 Foundation parcel AFN 3435321 and that certain tract of land conveyed to Clark Community College District 14 Foundation by Statutory Warranty Deed recorded under AFN 4188816;

Thence South $16^{\circ}58'43''$ West, 25.00 feet more or less to the North line of said United States Military Reservation;

Thence South $73^{\circ}01'17''$ East, along the North line of said United States Military Reservation, 44.33 feet to the **TRUE POINT OF BEGINNING**.

CONTAINING 1,434 square feet, more or less.

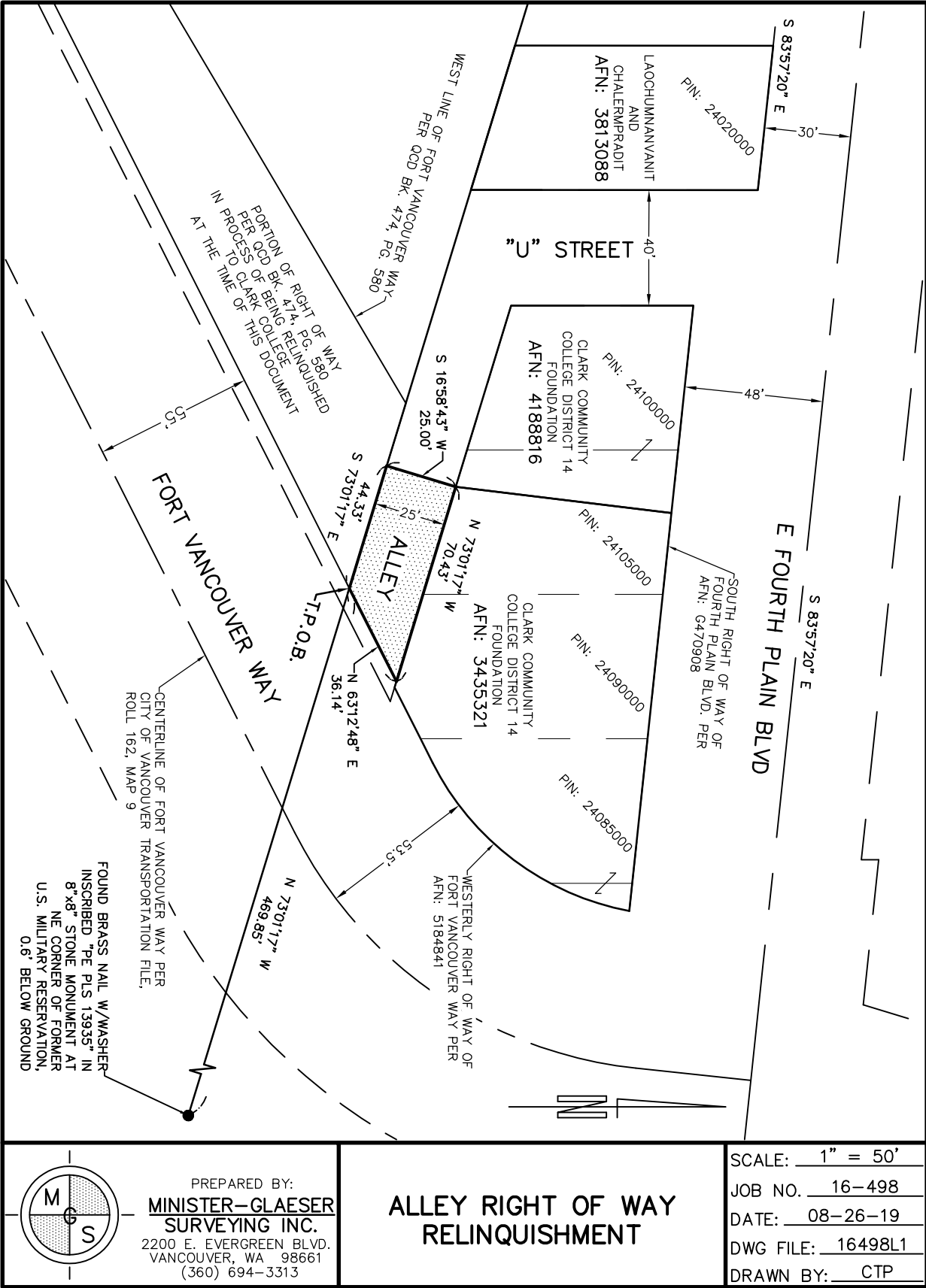


Exhibit C - Overall Vicinity Map



System Utility Map



RUS / PAC

Taxlot #:

1 inch = 100 feet



THE UTILITY INFORMATION SHOWN ON THIS MAP DOES NOT INDICATE OR IMPLY AVAILABILITY. CONTACT THE ENGINEERING COUNTER STAFF AT THE CDD PERMITS CENTER AT (360) 487-7804 OR 415 W. 6TH ST. FOR AVAILABILITY OF SERVICE.

THIS INFORMATION IS COMPILED FROM A VARIETY OF SOURCES. THE CITY OF VANCOUVER ASSUMES NO RESPONSIBILITY FOR MAP ACCURACY.



STATE OF WASHINGTON
DEPARTMENT OF ENTERPRISE SERVICES

1500 Jefferson Street SE, Olympia, WA 98501

September 30, 2019

City of Vancouver
P.O. Box 1995
Vancouver, Washington 98668-1995

Subject: Proposed Street Vacation (ROW)
2101 E Fourth Plain Blvd, Vancouver WA 98661
Parcel Numbers 24100000; 24105000, and 24090000

The State of Washington Department of Enterprise Services (DES), and the State Board for Community and Technical Colleges (SBCTC), support the proposed vacation with the alley being transferred to the Clark College Foundation.

If you have any questions or need any additional information, please don't hesitate to contact Seth Wallace, Assistant Director, DES, at 360-407-8253 or seth.wallace@des.wa.gov; and Jan Yoshiwara, Executive Director, SBCTC, at 360-704-4355 or jyoshiwara@sbctc.edu.

Sincerely,

Seth Wallace
Assistant Director
Real Estate Services
Enterprise Services

Jan Yoshiwara
Executive Director
State Board for Community and Technical Colleges



Staff Report 111-20

TO: Mayor and City Council

FROM: Eric Holmes, City Manager

DATE: 8/24/2020
9/21/2020

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

Key Points

- Right-of-way vacation of approximately 5,193 square feet of improved street right-of-way;
- There are no existing utilities within the proposed vacation area;
- Eliminates excess and unused right-of-way;
- Staff recommends full compensation be required for the vacated right-of-way.

Strategic Plan Alignment

N/A

Present Situation

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

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

Staff has contacted all utility owners with facilities potentially located within the subject area. The City of Vancouver has no utilities within the area of the proposed vacation. Clark Public Utilities and Century Link have lines running adjacent to but just outside the proposed vacation area; these facilities will remain within the existing right-of-way. Therefore, no utility easements are required in the proposed vacation area.

Pursuant to VMC 11.05.130, the property associated with a vacated street shall belong to the

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

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

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

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

Advantage(s)

1. Allows the vacated property to be placed on the tax rolls.
2. Allows the applicant to maximize use of the abutting property.
3. Relieves the City of maintenance and liability obligations for the property.

Disadvantage(s)

No known disadvantages.

Budget Impact

Revenue to Streets and Transportation in the amount of \$32,716.

Prior Council Review

None

Action Requested

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

public hearing for Monday, September 21, 2020.

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

ATTACHMENTS:

- ▣ Resolution of Intent
- ▣ Ordinance
- ▣ Exhibit A - Legal Description
- ▣ Exhibit B - Map exhibit
- ▣ Vicinity Map
- ▣ Property Value Analysis Memo

08/24/20

RESOLUTION NO. _____

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

BE IT RESOLVED BY THE CITY OF VANCOUVER:

Section 1. As recommended in SR-_____, City Council, pursuant to VMC 11.05.040 and RCW 35.79.010, hereby initiates procedures to vacate a portion of the right-of-way of E 5th Street.

Section 2. The legal description and Map Exhibit of the street area proposed to be vacated are attached hereto and incorporated herein as Exhibits “A” and “B”.

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

Section 4. The City Clerk shall give notice of the pendency of said proposal and time and place of hearing, as required by VMC 11.05.060 and RCW 35.79.020.

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

Anne McEnerny-Ogle, Mayor

Attest:

Approved as to form:

Natasha Ramras, City Clerk

Jonathan Young, City Attorney

08/24/20
09/24/20

ORDINANCE NO. _____

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

WHEREAS, pursuant to Vancouver Municipal Code (“VMC”) 11.05.040, the abutting property owner petitioned the City Council to vacate a portion of public right-of-way associated with E 5th Street located west of Grand Boulevard, within the Southeast Quarter of Section 26, Township 2 North, Range 1 East, Willamette Meridian, City of Vancouver, Clark County, Washington; and

WHEREAS, the subject right-of-way consists of approximately 5,193 square feet; and

WHEREAS, the City has not constructed any street improvements within the subject right-of-way; and

WHEREAS, having determined the petition was sufficient under VMC 11.05.040(E), the Director brought the petition to vacate before City Council, which adopted Resolution M-_____, setting the date of public hearing on the proposed right-of-way vacation for September 21, 2020, at 6:30 p.m.; and

WHEREAS, the City Clerk provided notice of the public hearing in accordance with VMC 11.05.060; and
ORDINANCE - 1

WHEREAS, on August 24, 2020, the hearing was held and City Council considered the reports and information provided at the public hearing; and

WHEREAS, City Council considered all factors under VMC 11.05.110 and found that: (1) vacation of the right-of-way will better serve the public; (2) the right-of-way is not currently needed for public access and changes are not likely to occur in the future requiring the need for the right of way; and (3) there are no objections to the vacation sufficient to deny its approval; and

WHEREAS, RCW 35.79.030 and VMC 11.05.120 stipulate provisions for the City to collect compensation for the value of public right-of-way that is vacated. VMC 11.05.120(C) stipulates that, when vacated properties have been part of a dedicated public right-of-way for 25 years or more, the applicant must compensate the City in an amount equal to the full fair market value of the property to be vacated. An analysis of the County Assessor's records for similar properties adjacent to the proposed vacation area resulted in an estimated property value equal to \$6.30 per square foot. The total area of the proposed vacation is 5,193 square feet. This results in a total estimated property value equal to \$32,716 ; and

WHEREAS, there are no existing public utilities in the right-of-way to be vacated, and the City does not need to retain the right to grant easements for future utility service within the area of right-of-way to be vacated;

NOW, THEREFORE,

BE IT ORDAINED BY THE CITY OF VANCOUVER:

Section 1. The right-of-way described in the legal description and map exhibit attached hereto and incorporated herein as Exhibits "A" and "B" is hereby vacated.

ORDINANCE - 2

Section 2. The applicant shall remit \$32,716 to the City as compensation for the vacated property

Section 3. Effective date. This ordinance shall go into effect five days after its recording.

Read first time:

Ayes: Councilmembers

Nays: Councilmembers

Absent: Councilmembers

Read second time:

PASSED by the following vote:

Ayes: Councilmembers

Nays: Councilmembers

Absent: Councilmembers

SIGNED this _____ day of _____, 2020.

Anne McEnerny-Ogle, Mayor

Attest:

Natasha Ramras, City Clerk

ORDINANCE - 3

Approved as to form:

Jonathan Young, City Attorney

SUMMARY

ORDINANCE NO. _____

AN ORDINANCE vacating a portion of public right-of-way, associated with E 5th Street located west of Grand Boulevard, and situated within the Southeast Quarter of Section

ORDINANCE - 4

26, Township 2 North, Range 1 East, Willamette Meridian, City of Vancouver, Clark County, Washington; and providing for an effective date.

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

Exhibit A – Legal Description

Right of Way Vacation Legal Description

Being in a portion of the Southeast One Quarter of the Southeast One Quarter of Section 26 Township 2 North, Range 1 East of the Willamette Meridian, City of Vancouver, Clark County Washington, more particularly described as follows;

Commencing at the Southeast Corner of the Southeast One Quarter of Section 26;

Thence North $00^{\circ}08'55''$ West along the East line of said Southeast One Quarter for a distance of 1105.34 feet;

Thence leaving said East line North $86^{\circ}44'06''$ West for a distance of 520.85 feet to the **Point of Beginning**;

Thence North $72^{\circ}01'57''$ West for a distance of 199.00 feet;

Thence along a 132.72 foot radius curve to the right, through a central angle of $07^{\circ}15'31''$ for an arc distance of 16.81 feet, a chord of which bears South $16^{\circ}17'33''$ West 16.80 feet;

Thence South $19^{\circ}55'21''$ West for a distance of 35.63 feet;

Thence South $86^{\circ}44'06''$ East for a distance of 206.49 feet to the **Point of Beginning**;

Containing 5,193 more or less square feet

Subject to and together with public roads and easements or restrictions of record.

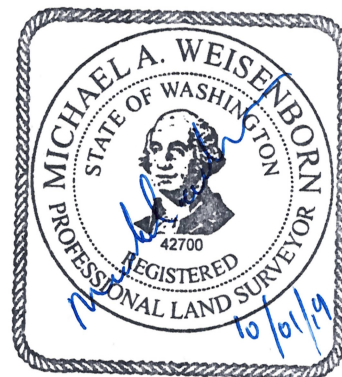


Exhibit B – Map Exhibit

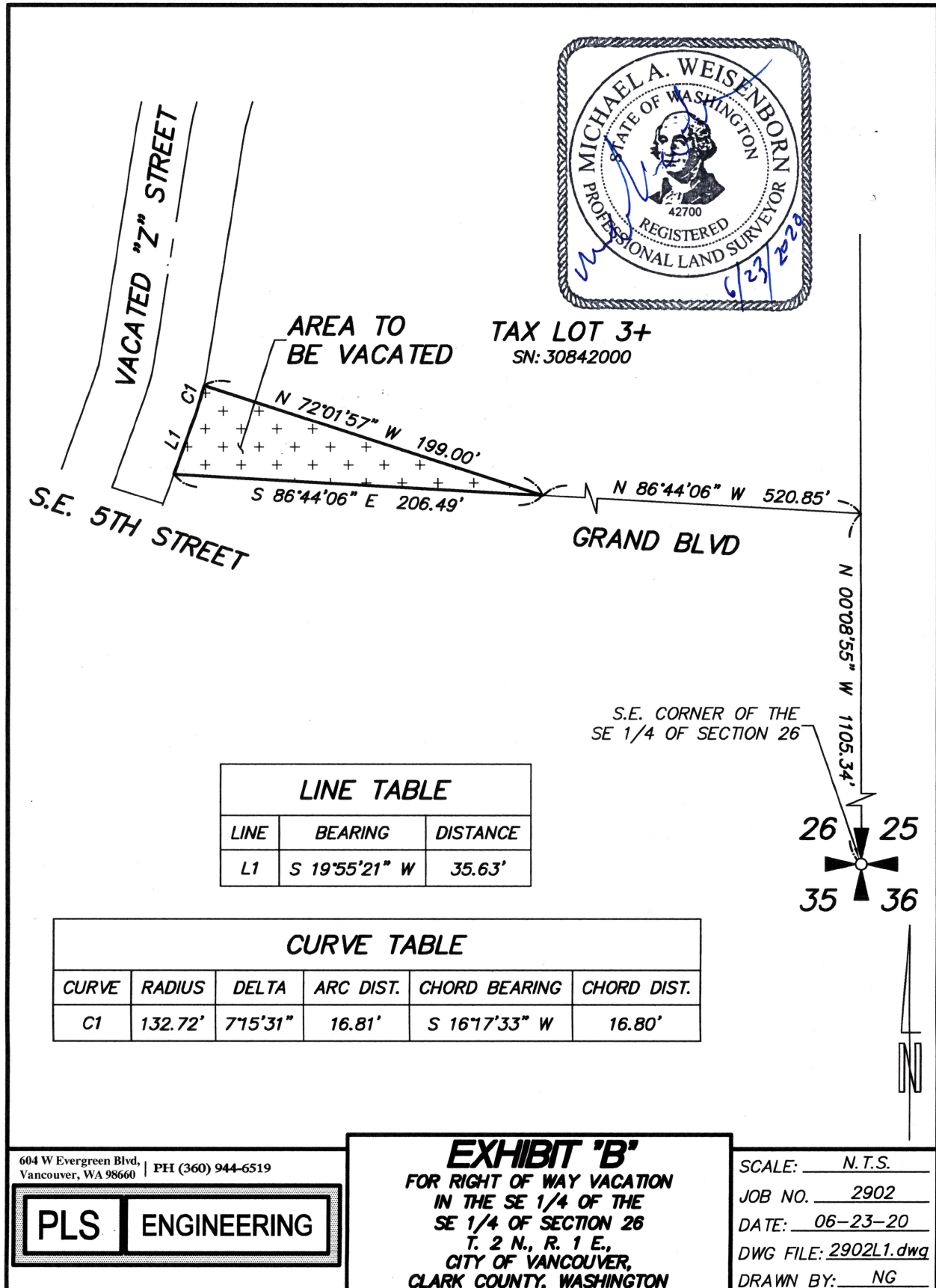


Exhibit C - Vicinity Map



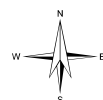
System Utility Map



RUS / PAC

Taxlot #:

1 inch = 100 feet



THE UTILITY INFORMATION SHOWN ON THIS MAP DOES NOT INDICATE OR IMPLY AVAILABILITY. CONTACT THE ENGINEERING COUNTER STAFF AT THE CDD PERMITS CENTER AT (360) 487-7804 OR 415 W. 6TH ST. FOR AVAILABILITY OF SERVICE.

THIS INFORMATION IS COMPILED FROM A VARIETY OF SOURCES. THE CITY OF VANCOUVER ASSUMES NO RESPONSIBILITY FOR MAP ACCURACY.



MEMORANDUM

DATE: July 10, 2020

TO: File – E 5th Street Right-of-Way Vacation (Grand Blvd Apartments)

FROM: Eric Hahn, P.E. – Transportation Development Review

SUBJECT: **Property Value Analysis**

The purpose of this memorandum is to summarize the analysis completed by staff to determine property values for the proposed vacation of a public street right-of-way for E 5th Street associated with the Grand Blvd Apartments property at the northwest corner of E 5th Street and Grand Blvd. RCW 35.79.030 and VMC 11.05.120 stipulate provisions for the City to collect compensation for the value of public right-of-way that is vacated.

An analysis of the County Assessor's records for properties adjacent to the proposed vacation area resulted in an estimated property value equal to **\$6.30 per square foot**. The analysis is as follows:

Parcel No.	Parcel Size (SF)	Current Assessed Value (Land Value)	Cost/SF
30853000	43,124	\$271,683	\$6.30
30842000	122,404	\$771,143	\$6.30
30886000	43,560	\$274,428	\$6.30
30878000	39,640	\$249,730	\$6.30
31038000	27,007	\$170,145	\$6.30
Average Cost/SF			\$6.30

The total area of the proposed vacation is 5,193 square feet. At full value, this results in a total estimated property value equal to **\$32,716**.



Staff Report 112-20

TO: Mayor and City Council

FROM: Eric Holmes, City Manager

DATE: 8/24/2020
9/14/2020

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

Key Points

- State law allows cities and counties to place temporary moratoria on particular uses for up to six months while studies are conducted related to such uses and how they should be regulated. State law allows cities to extend existing moratoria for the same reasons.
- On June 5, 2017, City Council approved Ordinance M-4201 placing an emergency 6-month moratorium on the acceptance and processing of applications for permits for the development of new structures; the expansion of existing structures; or subdivisions in the Tower Mall area.
- Since November 20, 2017, City Council has extended the temporary moratorium on the acceptance and processing of applications for permits for the development of new structures; the expansion of existing structures; or subdivisions in the Tower Mall area six times.
- Staff has nearly completed a subarea planning process for the Heights District, which includes the Tower Mall area. Extension of the moratorium will ensure that future development aligns with the vision articulated in the forthcoming plan.

Strategic Plan Alignment

Goal 8: Strengthen commercial, retail and community districts throughout the city.

Goal 8, Objective 8.2: Strengthen neighborhood business districts.

Present Situation

The Heights District Subarea is identified as a future urban center in the City of Vancouver Comprehensive Plan. In order to establish a vision for the area and guide its future growth and

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

After purchase of the Tower Mall site in May 2017, the City initiated a subarea planning process for the 205-acre Heights District. Over the last two years, City staff and a consultant team have conducted extensive public outreach on the future of the Heights District, including one-on-one meetings, focus groups, group presentations, large public open houses, and online surveys. Staff have heard from a variety of stakeholders, including neighborhood associations, property owners, residents, Vancouver Public Schools, C-TRAN, the faith community, social service providers, non-profit organizations, community members with mobility challenges and people with disabilities, and a 20-member Community Advisory Committee that met monthly throughout much of the planning process and helped guide project decision-making.

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

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

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

In July 2020, staff initiated a series of four workshops with Council to review the Heights District

Plan recommendations in detail, in advance of a public hearing for adoption of the Plan. Following these and a first reading on August 10, 2020, Council adopted the Heights District Plan on August 17, 2020

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

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

Advantage(s)

1. Allows the City time to adopt amendments to Title 20 that implement the Heights District Plan.
2. Provides time for the public to review the updated development regulations and provide feedback prior to their adoption
3. Avoids applications for uses that would conflict with the achievement of the long-range vision for this is articulated in the Heights District Plan.

Disadvantage(s)

Prohibits the acceptance and processing of applications for permits for the development of new structures; the expansion of existing structures; or subdivisions in the Tower Mall area.

Budget Impact

None.

Prior Council Review

1. June 5, 2017, Adoption of moratorium
2. July 10, 2017, First reading, Review of moratorium ordinance and additional findings of fact in support of the ordinance
3. July 17, 2017, Public Hearing, Approval of moratorium with additional findings of fact
4. Nov. 13, 2017, First reading, Review of ordinance to continue moratorium
5. Nov. 20, 2017, Approval of ordinance to continue moratorium
6. May 7, 2018, First reading, Review of ordinance to continue moratorium
7. May 14, 2018, Approval of ordinance to continue moratorium
8. Oct. 22, 2018 First reading, Review of ordinance to continue moratorium
9. Nov. 5, 2018, Approval of ordinance to continue moratorium
10. April 8, 2019, First reading, Review of ordinance to continue moratorium
11. April 15, 2019, Approval of ordinance to continue moratorium
12. September 23, 2019, First reading, Review of ordinance to continue moratorium.
13. October 7, 2019, Approval of ordinance to continue moratorium.

14. March 9, 2020, First reading, Review of ordinance to continue moratorium.
15. March 16, 2020, Approval of ordinance to continue moratorium.

Action Requested

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

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

ATTACHMENTS:

- ▣ Ordinance

08/24/20
09/14/20

ORDINANCE NO. _____

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

WHEREAS, the City of Vancouver has the authority to adopt temporary moratoria pursuant to RCW 36.70A.390 and 35.63.200; and

WHEREAS, the City recently adopted a subarea plan for the Heights District, which is identified in the 2011-2030 Comprehensive Plan. The Tower Mall area is within the Heights District and is bordered by East Mill Plain Blvd. on the north, North Devine Rd. on the east, and MacArthur Blvd. on the west and is depicted on the map attached hereto as Exhibit A; and

WHEREAS, the City Council finds that in order to preserve the ability to implement the subarea plan that includes the Tower Mall area in alignment with the vision articulated therein, it is necessary to temporarily restrict development of new structures; the expansion of existing structures; and subdivisions within the Tower Mall area until new development regulations are established and zoning ordinances are updated; and

WHEREAS, without a temporary moratorium the City could, in the near future, receive applications for development that would conflict with the achievement of the long-range vision for this area as defined by the subarea plan; and

WHEREAS, the enactment of this ordinance constitutes an emergency, due to potential land use impacts that may result from continued development in the Tower Mall area without the implementation of a subarea plan; and

WHEREAS, current land use regulations in this area do not adequately address long-term planning strategies, or aesthetic congruity with the community; and

WHEREAS, continuing a temporary moratorium as proposed herein will allow the City additional time to implement additional new regulation elements and amend existing zoning ordinances; and

WHEREAS, continuing a temporary moratorium will enable the City to hold public hearings and maximize public input in the development of new standards and guidelines for the Heights District without jeopardizing any possible land use options that may be precluded by unrestricted development; and

WHEREAS, the City Council believes that the continuation of a temporary moratorium promotes the public health, safety, and general welfare and convenience of the people of Vancouver, and will encourage the most desirable and productive use of land and properties in Tower Mall area;

NOW, THEREFORE,

BE IT ORDAINED BY THE CITY OF VANCOUVER:

Section 1. Temporary Moratorium. As authorized by RCW 36.70A.390 and RCW 35.63.200, the City Council hereby continues the temporary moratorium on the acceptance, processing, and granting of applications for permits for the development of new structures; the expansion of existing structures; and subdivisions within the Tower Mall area.

Section 2. Exemptions. The moratorium established in Section 1 of this ordinance shall not apply to permits required for upkeep, repair, or maintenance of existing buildings or properties, or work mandated by the City to maintain public health and safety.

Section 3. Duration. This moratorium shall be in effect for six months following the effective date of this ordinance.

Section 4. Vested Rights. The moratorium created by this ordinance does not apply to properties with vested rights existing on June 5, 2017, which was the date of the enactment of the initial moratorium ordinance. “Vested Rights” shall be defined in accordance with VMC 20.210.110.

Section 5. Effective date. The City Council hereby finds and declares that an emergency exists which necessitates that this ordinance become effective immediately in order to preserve the public health, safety and welfare. This ordinance shall become effective immediately upon passage. The City Clerk is directed to publish a summary hereof including the title at the earliest possible publication date.

Read the first time:

Ayes: Councilmembers

Nays: Councilmembers

Absent: Councilmembers

Read the second time:

Passed by the following vote:

Ayes: Councilmembers

Nays: Councilmembers

Absent: Councilmembers

SIGNED this _____ day of _____, 2020.

Anne McEnerny-Ogle, Mayor

Attest:

Natasha Ramras, City Clerk

Approved as to form:

Jonathan Young, City Attorney

SUMMARY

ORDINANCE NO. M-

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

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

EXHIBIT A: PROPERTIES SUBJECT TO DEVELOPMENT MORATORIUM





Staff Report 113-20

TO: Mayor and City Council

FROM: Eric Holmes, City Manager

DATE: 8/24/2020

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

Key Points

- In order to accommodate the mandated requirements associated with the COVID-19 pandemic, the City needs to extend the height of the panels on all cubicles located at City Hall.
- This change will allow for the health and safety of City of Vancouver employees located at City Hall.
- As allowed, the City will be seeking reimbursement for these costs through the CARES Act funding mechanism.

Strategic Plan Alignment

N/A

Present Situation

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

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

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

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

Advantage(s)

1. Provide employees with a safe working environment.
2. Potential reimbursement for costs associated with changes to work stations due to COVID-19.

Disadvantage(s)

None

Budget Impact

Sufficient budget for this purchase has been included in the 2020 Operating Budget. The cost associated with the extensions and their installation will be fully covered by the CARES grant.

Prior Council Review

None

Action Requested

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

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

ATTACHMENTS:

- ▣ US Communities Contract



County of Fairfax, Virginia

To protect and enrich the quality of life for the people, neighborhoods and diverse communities of Fairfax County

OCT 10 2012

Knoll, Inc.
1235 Water Street
East Greenville, PA 18041

Attention: Steve Robinson, Vice President

Reference: RFP2000000330 – Office Furniture and Related Services and Solutions

Dear Mr. Robinson:

ACCEPTANCE AGREEMENT

Contract Number: 4400003404

This acceptance agreement signifies a contract award to Knoll, Inc. in its entirety for Office Furniture and Related Services and Solutions. The period of the contract is from January 1, 2013, through December 31, 2016, with four (4), one (1) year renewal options.

The contract award shall be in accordance with the following:

- 1) This Acceptance Agreement;
- 2) The signed Memorandum of Negotiations

Please note that this is not an order to proceed. A Purchase Order, which constitutes your notice to proceed, will be issued by the County. Please provide your Insurance Certificate according to Special Provisions paragraph 14 within ten (10) days of receipt of this letter. Contract award documents may be viewed on the Department of Purchasing and Supply Management website at www.fairfaxcounty.gov/cregister.

Cathy A. Muse, CPPO
Director/County Purchasing Agent

Department of Purchasing and Supply Management

12000 Government Center Parkway, Suite 427

Fairfax, VA 22035

Website: www.fairfaxcounty.gov/dpsm

Phone: 703-324-3201, TTY: 1-800-828-1140, Fax: 703-324-3228



County of Fairfax, Virginia

To protect and enrich the quality of life for the people, neighborhoods and diverse communities of Fairfax County

MEMORANDUM OF NEGOTIATION

RFP2000000330

The County of Fairfax (hereinafter called the County) and Knoll, Inc. (hereinafter called the Contractor) hereby agree to the following in the execution of Contract 4400003404. The final contract contains the following items:

- a. Fairfax County's RFP2000000330
- b. All Addenda
- c. Knoll, Inc. Technical and Business proposal as amended by this Memorandum of Negotiations
- d. Response to clarifications dated August 8, and 9, 2012
- e. The Memorandum of Negotiations

The following and are to be included in the contract:

1. This contract will begin on January 1, 2013 and terminate on December 31, 2016. Fairfax County reserves the right to renew the contract for four (4) years, one (1) year at a time by mutual agreement.
2. Revised Cost Proposal Attachment A – Price Sheet – submitted via e-mail on September 7, 2012.

All other prices, terms, and conditions remain the same.

ACCEPTED BY:

Steven M. Robinson, Vice President
Knoll Inc.

9-28-12

Date

Cathy A. Muse, CPPO
Director/County Purchasing Agent

10/9/12

Date

Department of Purchasing and Supply Management
12000 Government Center Parkway, Suite 427
Fairfax, VA 22035

Website: www.fairfaxcounty.gov/dpsm

Phone: 703-324-3201, TTY: 1-800-828-1140, Fax: 703-324-3228

VOUCHER APPROVAL

We, the undersigned council members of the City of Vancouver, Clark County, Washington, do hereby certify that the merchandise or services hereinafter specified have been received and that the vouchers listed below are approved for payment in the amount of:

\$ 5,528,166.38 this 24th day of August 2020.

MAYOR



AUDITING OFFICER

COUNCILMEMBER

COUNCILMEMBER

DATE	INCLUSIVE CHECK NUMBERS	CHECK TOTAL
August 11 - August 17	Accounts Payable Checks (see attached)	\$ 5,505,048.91
August 11 - August 17	Hansen City Payments (see attached)	\$ 21,062.37
August 11 - August 17	Visa Refunds (see attached)	\$ -
August 11 - August 17	Payroll Checks (see attached)	\$ 2,055.10
TOTAL		\$ 5,528,166.38

INVOICE PAYMENTS REPORT

<u>Payment Category</u>	<u>Payment Type</u>	<u>Check Number</u>	<u>Payment Date</u>	<u>Payment Amount</u>	<u>Payment Payee</u>	<u>Payment Memo if applicable</u>
Supplier Payment	Manual Wire	No Reference	8/1/2020	619.36	Athlactron Holding	
Supplier Payment	Manual Wire	No Reference	8/3/2020	98,759.80	Bank Of America N.A. - Remit-To: Account Analysis	
Supplier Payment	Manual Wire	No Reference	8/7/2020	90.00	State of Washington Department of Licensing - Remit-To: DOL - Seattle Remit	
Supplier Payment	Manual Wire	No Reference	8/10/2020	97.81	Keybank National Association	
Supplier Payment	Manual Wire	No Reference	8/11/2020	785,309.25	Internal Revenue Service	
Supplier Payment	Manual Wire	No Reference	8/11/2020	99.33	State of Arizona	
Supplier Payment	Manual Wire	No Reference	8/12/2020	8,446.66	Bank Of America N.A.	
Supplier Payment	Manual Wire	No Reference	8/12/2020	327,547.42	Kaiser Permanente - Remit-To: Kaiser Permanente	
Supplier Payment	Manual Wire	No Reference	8/12/2020	22,907.12	State of Oregon Department of Revenue	
Supplier Payment	Manual Wire	No Reference	8/12/2020	53,860.56	Symetra Life Insurance Company	
Supplier Payment	Manual Wire	No Reference	8/12/2020	997.50	VSP Vision Care Inc	
Supplier Payment	Manual Wire	No Reference	8/12/2020	3,969.35	Washington Dental Service	
Supplier Payment	Manual Wire	No Reference	8/13/2020	712,888.32	State of Washington Department of Retirement System (PERS)	
Supplier Payment	Manual Wire	No Reference	8/14/2020	407.33	Internal Revenue Service	
Supplier Payment	Manual Wire	No Reference	8/17/2020	196,754.45	Blue Cross Blue Shield of Oregon	
Supplier Payment	Manual Wire	No Reference	8/17/2020	664,350.43	Clark County - Remit-To: Clark County - Treasurer Vancouver	
Supplier Payment	Manual Wire	No Reference	8/17/2020	18,856.60	Washington Dental Service	
Expense Payment	Direct Deposit	EFT-00067251	8/13/2020	29.23	Rodney Floyd	Employee Reimbursement
Expense Payment	Direct Deposit	EFT-00067252	8/13/2020	160.33	Levin Davie	Employee Reimbursement
Expense Payment	Direct Deposit	EFT-00067253	8/13/2020	106.50	Jeremy Free	Employee Reimbursement
Expense Payment	Direct Deposit	EFT-00067254	8/13/2020	114.00	Patrick Kennedy	Employee Reimbursement
Expense Payment	Direct Deposit	EFT-00067255	8/13/2020	102.00	Justin Walker	Employee Reimbursement
Expense Payment	Direct Deposit	EFT-00067256	8/13/2020	55.94	Jessica George	Employee Reimbursement
Expense Payment	Direct Deposit	EFT-00067257	8/13/2020	125.00	Steve Wilson	Employee Reimbursement
Supplier Payment	EFT	EFT-00067258	8/13/2020	32,949.26	Madden Industrial Craftsmen Inc	
Supplier Payment	EFT	EFT-00067259	8/13/2020	7,720.47	Operations Management International Inc	
Supplier Payment	EFT	EFT-00067260	8/13/2020	80,287.97	Rotschy Inc	
Supplier Payment	EFT	EFT-00067261	8/13/2020	17,224.23	Harrys Key Service Inc	
Supplier Payment	EFT	EFT-00067262	8/13/2020	379,989.51	Clark County - Remit-To: Clark County - Treasurer Vancouver	
Supplier Payment	EFT	EFT-00067263	8/13/2020	5,485.69	Pacific Power Group LLC	
Supplier Payment	EFT	EFT-00067264	8/13/2020	21,122.50	Otak Inc	
Supplier Payment	EFT	EFT-00067265	8/13/2020	481.80	Praxair Distribution Inc	
Supplier Payment	EFT	EFT-00067266	8/13/2020	4,000.00	JCI Jones Chemicals Inc	
Supplier Payment	EFT	EFT-00067267	8/13/2020	6,312.19	The Noble Foundation	
Supplier Payment	EFT	EFT-00067268	8/13/2020	2,055.26	Emerald Services Inc	
Supplier Payment	EFT	EFT-00067269	8/13/2020	2,676.88	George Elevator Service LLC	
Supplier Payment	EFT	EFT-00067270	8/13/2020	1,483.24	State of Washington Consolidated Technology Services	
Supplier Payment	EFT	EFT-00067271	8/13/2020	216.00	Rotschy Inc	
Supplier Payment	EFT	EFT-00067272	8/13/2020	29,264.73	Clark County - Remit-To: Clark County - Treasurer Vancouver	

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Supplier Payment	EFT	EFT-00067273	8/14/2020	966.00	Allegiance Benefit Plan Management Inc	
Ad Hoc Payment	Check	15572	8/12/2020	99.03	Lori Erickson	Utility Refunds 0002000112-01
Ad Hoc Payment	Check	15573	8/12/2020	75.00	ALICE NOBLE-PREJEAN	VOUCHER 2007899.030
Ad Hoc Payment	Check	15574	8/12/2020	20.00	Allan / Lingman Quick	refund overpmt alarm
Ad Hoc Payment	Check	15575	8/12/2020	25.00	Amanda Fisher	cit waived Emerg Order 2020-05 7200906254 - TR 806531
Ad Hoc Payment	Check	15576	8/12/2020	153.26	AMR AND SHANIA BADER	Utility Refunds: 0065053000-03
Ad Hoc Payment	Check	15577	8/12/2020	65.09	Amy R Stonebraker	Utility Refunds: 0022017803-27
Ad Hoc Payment	Check	15578	8/12/2020	183.00	ANDREA BLEASDELL	VOUCHER 2007907.030
Ad Hoc Payment	Check	15579	8/12/2020	187.63	ANDREY AND NEONILA ZUBAREV	Utility Refunds: 0147010100-04
Ad Hoc Payment	Check	15580	8/12/2020	45.94	ANGELA AND PHILLIP SHUTEN	Utility Refunds: 0147000750-03
Ad Hoc Payment	Check	15581	8/12/2020	178.32	Bernice Millar	Utility Refunds: 0147013200-03
Ad Hoc Payment	Check	15582	8/12/2020	14.45	Bert Robinson	Prorated Mar 2020 Membership Refund. Voucher #2005849.058
Ad Hoc Payment	Check	15583	8/12/2020	12.00	Bianca Kednay	Permit refund COV08662
Ad Hoc Payment	Check	15584	8/12/2020	80.66	BOWLER,RICK	Utility Refunds: 0150011590-00
Ad Hoc Payment	Check	15585	8/12/2020	145.52	BRADEN,DEBORA	Utility Refunds: 0138001820-02
Ad Hoc Payment	Check	15586	8/12/2020	366.00	BRAD JOHNSON	VOUCHER 2007906.030
Ad Hoc Payment	Check	15587	8/12/2020	5.23	BRENDA AND CAMERON TESCH	Utility Refunds: 0146003312-07
Ad Hoc Payment	Check	15588	8/12/2020	91.22	BRIAN AND JENNIFER CLARK	Utility Refunds: 0072075000-02
Ad Hoc Payment	Check	15589	8/12/2020	380.00	BRICK HOUSE VAPORS LLC	COVID-19 Bus Lic Fee Refund
Ad Hoc Payment	Check	15590	8/12/2020	149.15	BROOKS,KAREN	Utility Refunds: 0165000310-02 Consolidated refund created from multiple refunds
Ad Hoc Payment	Check	15591	8/12/2020	290.00	BURROUGHS, WILLIAM E	COVID-19 Bus Lic Fee Refund
Ad Hoc Payment	Check	15592	8/12/2020	116.83	CAMPBELL,AMANDA	Utility Refunds: 0062042525-02
Ad Hoc Payment	Check	15593	8/12/2020	13.27	C and E Real Estate	Utility Refunds: 0110006050-11
Ad Hoc Payment	Check	15594	8/12/2020	177.22	CHERYL AND MICHAEL MECHAM	Utility Refunds: 0074088120-07 Consolidated refund created from multiple refunds
Ad Hoc Payment	Check	15595	8/12/2020	56.73	Cheryl Smith	Utility Refunds: 0078005600-02
Ad Hoc Payment	Check	15596	8/12/2020	183.00	COLLEEN MCBRINN	VOUCHER 2007911.030
Ad Hoc Payment	Check	15597	8/12/2020	25.00	Darryl Walker	refund overpmt pkg cit 72201708685
Ad Hoc Payment	Check	15598	8/12/2020	30.37	Debra Spriggs	Utility Refunds 0080001500-13
Ad Hoc Payment	Check	15599	8/12/2020	65.18	ESTER AND VLADISLAV LIUBCHAK	Utility Refunds: 0071030544-02
Ad Hoc Payment	Check	15600	8/12/2020	52.26	Eyta Darguzhene	Utility Refunds: 0026011600-04
Ad Hoc Payment	Check	15601	8/12/2020	45.00	FANTAZIA, KOORYE	COVID-19 MCC Closure Refund 2007379.058 2007384.058
Ad Hoc Payment	Check	15602	8/12/2020	48.00	Fishers Mill Apartments	refund CIVICGOV - inv #77013804
Ad Hoc Payment	Check	15603	8/12/2020	61.91	GANG CHEN AND JIN LI	Utility Refunds: 0152002081-03
Ad Hoc Payment	Check	15604	8/12/2020	104.24	GARY AND KRISTA HOLLAND	Utility Refunds: 0072014110-03
Ad Hoc Payment	Check	15605	8/12/2020	214.40	GB Manchester Inc	FRI-285307
Ad Hoc Payment	Check	15606	8/12/2020	100.00	GENT,MATT	Utility Refunds: 0063800350-02
Ad Hoc Payment	Check	15607	8/12/2020	130.72	GINN GROUP LLC	Utility Refunds: 0500003197-01 Consolidated refund created from multiple refunds
Ad Hoc Payment	Check	15608	8/12/2020	130.72	GINN GROUP LLC	Utility Refunds: 0500003304-01 Consolidated refund created from multiple refunds
Ad Hoc Payment	Check	15609	8/12/2020	1,100.00	GRAFF,MEREDITH	Utility Refunds: 0028023207-02
Ad Hoc Payment	Check	15610	8/12/2020	63.74	Gwen Campbell	MPE-274060 REFUND
Ad Hoc Payment	Check	15611	8/12/2020	34.36	HARVINDER AND INDERJEET SINGH	Utility Refunds: 0139000040-03
Ad Hoc Payment	Check	15612	8/12/2020	81.00	HINSHAW, KRISTEN	COVID-19 MCC Closure Refund 2007675.058
Ad Hoc Payment	Check	15613	8/12/2020	93.00	IQ Credit Union	Voucher 2000369.082
Ad Hoc Payment	Check	15614	8/12/2020	13.24	JAMES AND CASSANDRA PORTER	Utility Refunds: 0149001280-04
Ad Hoc Payment	Check	15615	8/12/2020	54.50	JARED KNAPP AND MAI NGUYEN	Utility Refunds: 0070055000-02
Ad Hoc Payment	Check	15616	8/12/2020	150.26	JASON AND JEANNA LEMARR	Utility Refunds: 0061094000-04
Ad Hoc Payment	Check	15617	8/12/2020	64.35	Jenesa Reich	refund pkg permit COV04369

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Ad Hoc Payment	Check	15618	8/12/2020	178.00	JENNA FRANCIS	VOUCHER 2007913.030
Ad Hoc Payment	Check	15619	8/12/2020	178.00	JENNIFER SCHWARTZ	VOUCHER 2007912.030
Ad Hoc Payment	Check	15620	8/12/2020	183.00	Jennifer Tandberg	VOUCHER 2007768.030
Ad Hoc Payment	Check	15621	8/12/2020	77.51	Jepsen,Betty Jean	Utility Refunds: 0015053000-11
Ad Hoc Payment	Check	15622	8/12/2020	10.00	John/Barbara O'Connor	refund alarm
Ad Hoc Payment	Check	15623	8/12/2020	5.00	Judy Moll	refund overpmt pkg permit
Ad Hoc Payment	Check	15624	8/12/2020	149.00	KIMLYN AND ADAM JENSON	Utility Refunds: 0500001604-03
Ad Hoc Payment	Check	15625	8/12/2020	20.00	Kirkland Development LLC	refund alarm
Ad Hoc Payment	Check	15626	8/12/2020	84.00	Koyalada, Suresh	COVID-19 FCC Closure Refund 2007451.030
Ad Hoc Payment	Check	15627	8/12/2020	80.00	KRISTINA GAVRILOVICH	Utility Refunds: 0500003357-01
Ad Hoc Payment	Check	15628	8/12/2020	383.70	Kristine Christensen	Utility Refunds: 0162001010-01
Ad Hoc Payment	Check	15629	8/12/2020	118.32	Leah Joubert	Utility Refunds: 0002000111-02
Ad Hoc Payment	Check	15630	8/12/2020	210.00	LISA NISENFELD	VOUCHER 2007908.030
Ad Hoc Payment	Check	15631	8/12/2020	158.45	LUCIDO,GINA	Utility Refunds: 0064038100-03 Consolidated refund created from multiple refunds
Ad Hoc Payment	Check	15632	8/12/2020	402.60	MARK CHOI	VOUCHER 2007909.030
Ad Hoc Payment	Check	15633	8/12/2020	32.00	Marks, Kandice	COVID-19 FCC Closure Refund 2007564.03
Ad Hoc Payment	Check	15634	8/12/2020	200.00	Matthewson,Pamela	Utility Refunds: 0069080170-02 Consolidated refund created from multiple refunds
Ad Hoc Payment	Check	15635	8/12/2020	46.00	Matthewson,Steven	Utility Refunds: 0069080170-02
Ad Hoc Payment	Check	15636	8/12/2020	39.12	MCM OF WASHINGTON INC	Utility Refunds: 0500002951-01
Ad Hoc Payment	Check	15637	8/12/2020	137.22	METZGER,BERNARD	Utility Refunds: 0137007168-02
Ad Hoc Payment	Check	15638	8/12/2020	24.17	MICHAEL AND VALERIE BORTZ	Utility Refunds: 0061099030-01
Ad Hoc Payment	Check	15639	8/12/2020	49.11	MILLER,NANCY	Utility Refunds: 0069047524-02
Ad Hoc Payment	Check	15640	8/12/2020	66.64	ORMAN,CARLENE	Utility Refunds: 0126000108-04
Ad Hoc Payment	Check	15641	8/12/2020	39.07	PARK,SANG-JUNE	Utility Refunds: 0117052232-03
Ad Hoc Payment	Check	15642	8/12/2020	76.91	Patricia J and Craig F Nicastro	Utility Refunds: 0047007200-03
Ad Hoc Payment	Check	15643	8/12/2020	69.00	Patrycja Bilello	COVID-19 FCC Closure Refund 2007290.03
Ad Hoc Payment	Check	15644	8/12/2020	201.15	PAUL NGUYEN AND ANH HOANG	Utility Refunds: 0141004780-03
Ad Hoc Payment	Check	15646	8/12/2020	510.00	PCS	refund alarm
Ad Hoc Payment	Check	15647	8/12/2020	190.00	PCS	refund alarm
Ad Hoc Payment	Check	15648	8/12/2020	80.00	PCS	refund alarm
Ad Hoc Payment	Check	15649	8/12/2020	51.65	PCS	Inv #14214 negative trust date 8/5/2020
Ad Hoc Payment	Check	15650	8/12/2020	81.00	Peck, Brittney	COVID-19 MCC Closure Refund 2007685.058
Ad Hoc Payment	Check	15651	8/12/2020	213.33	PHAM,VINH	Utility Refunds: 0500001289-02
Ad Hoc Payment	Check	15652	8/12/2020	117.41	PORTER,CASSANDRA	Utility Refunds: 0149001280-04
Ad Hoc Payment	Check	15653	8/12/2020	50.00	PROVIDENCE HEALTH ASSURANCE	VOUCHER2007900.030
Ad Hoc Payment	Check	15654	8/12/2020	290.00	RALPH'S CONCRETE PUMPING, INC.	COVID-19 Bus Lic Fee Refund
Ad Hoc Payment	Check	15655	8/12/2020	40.00	Rick Jones	refund alarm
Ad Hoc Payment	Check	15656	8/12/2020	100.00	RPMS	VOUCHER 2007905.030
Ad Hoc Payment	Check	15657	8/12/2020	20.00	Sariang Marong	refund alarm
Ad Hoc Payment	Check	15658	8/12/2020	138.05	SHAYLA AND CHASE CALDWELL	Utility Refunds: 0071076614-03
Ad Hoc Payment	Check	15659	8/12/2020	152.64	SINGH,HARVINDER	Utility Refunds: 0139000040-03
Ad Hoc Payment	Check	15660	8/12/2020	271.84	SMB Commercial LLC	Utility Refunds 0000005480-02
Ad Hoc Payment	Check	15661	8/12/2020	70.00	SMITH, JENNY	COVID-19 FCC Closure Refund 2007519.03
Ad Hoc Payment	Check	15662	8/12/2020	121.19	SNOOK,AARON	Utility Refunds: 0074088132-08
Ad Hoc Payment	Check	15663	8/12/2020	842.68	Steve Forgette	Travel Reimbursement
Ad Hoc Payment	Check	15664	8/12/2020	290.00	SUMMIT MANAGEMENT	COVID-19 Bus Lic Fee Refund
Ad Hoc Payment	Check	15665	8/12/2020	117.00	SUN AND YOUNG JHEE	Utility Refunds: 0150009202-03 Consolidated refund created from multiple refunds
Ad Hoc Payment	Check	15666	8/12/2020	14.31	Suzette Jeanine Henderson	Utility Refunds: 0062000206-05

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Ad Hoc Payment	Check	15667	8/12/2020	31.02	TATE,ROSARIO	Utility Refunds: 0161008240-01
Ad Hoc Payment	Check	15668	8/12/2020	202.77	TESCH,CAMERON	Utility Refunds: 0146003312-07
Ad Hoc Payment	Check	15669	8/12/2020	52.01	THE ESTATE OF ADRIAN W CLICK	Utility Refunds: 0075059500-05
Ad Hoc Payment	Check	15670	8/12/2020	90.24	The Estate of Shirley McCullough	Utility Refunds: 0031044500-08
Ad Hoc Payment	Check	15671	8/12/2020	72.01	THE WEEKLEY GROUP OF COMPANIES	Utility Refunds: 0500003354-01
Ad Hoc Payment	Check	15672	8/12/2020	395.00	Travis Tash	Business license refund
Ad Hoc Payment	Check	15673	8/12/2020	153.36	Trustworthy LLC	Utility Refunds: 0165001740-02
Ad Hoc Payment	Check	15674	8/12/2020	80.00	Vancouver Elks 823	refund overpmt alarm
Ad Hoc Payment	Check	15675	8/12/2020	48.00	VFD Equipment Services	refund CIVICGOV - inv #77012269
Ad Hoc Payment	Check	15676	8/12/2020	47.19	VICTOR AND MICHELLE FERRARI	Utility Refunds: 0078000121-06
Ad Hoc Payment	Check	15677	8/12/2020	98.00	WECHNER,DAVID	Utility Refunds: 0062052400-08 Consolidated refund created from multiple refunds
Ad Hoc Payment	Check	15678	8/12/2020	1,179.00	WEIS, JACOB	Summer activity cancelled due to COVID
Ad Hoc Payment	Check	15679	8/12/2020	26,855.00	Westridge Lofts LLC	CMI-256114
Ad Hoc Payment	Check	15680	8/12/2020	39.34	WILMINGTON SAVINGS FUND SOCIETY FSB	Utility Refunds: 0150011590-00
Ad Hoc Payment	Check	15681	8/12/2020	16.06	Zapp,Josephine	Utility Refunds: 0011073800-07
Supplier Payment	Check	15682	8/12/2020	14,035.63	Action Technology Systems	
Supplier Payment	Check	15683	8/12/2020	84,655.28	Advanced Excavating Specialists LLC	
Supplier Payment	Check	15684	8/12/2020	725.27	Advance Stores Company Incorporated - Remit-To: Advance Auto Parts - Atlanta	
Supplier Payment	Check	15685	8/12/2020	2.98	Airgas, Inc	
Supplier Payment	Check	15686	8/12/2020	3,532.97	Albina Holdings Inc	
Supplier Payment	Check	15687	8/12/2020	17,122.00	Alert-All Corp	
Supplier Payment	Check	15688	8/12/2020	411.12	A-Line Asphalt Maintenance Inc	
Supplier Payment	Check	15689	8/12/2020	798.00	Allegheny Answering Services	
Supplier Payment	Check	15690	8/12/2020	20,775.89	Allegiance Benefit Plan Management Inc	
Supplier Payment	Check	15691	8/12/2020	121.80	American Sani-Can	
Supplier Payment	Check	15692	8/12/2020	150.00	Amira A Sonntag	
Supplier Payment	Check	15693	8/12/2020	3,920.00	Andrey Cheburakov	
Supplier Payment	Check	15694	8/12/2020	172.01	Aramark Uniform & Career Apparel LLC - Remit-To: Aramark - Pasadena	
Supplier Payment	Check	15695	8/12/2020	1,835.00	Arlon Elmer Jr	
Supplier Payment	Check	15696	8/12/2020	8,247.63	AT & T Mobility II LLC	
Supplier Payment	Check	15697	8/12/2020	5,535.18	Bacon Collision	
Supplier Payment	Check	15698	8/12/2020	2,639.00	Bill J Miller	
Supplier Payment	Check	15699	8/12/2020	1,614.00	Blake Van Dyken	
Supplier Payment	Check	15700	8/12/2020	3,665.00	BP Products North America Inc	
Supplier Payment	Check	15701	8/12/2020	49,120.00	Capitol Asset & Pavement Services Inc	
Supplier Payment	Check	15702	8/12/2020	1,500.00	Cascade Park Village LLC	
Supplier Payment	Check	15703	8/12/2020	9,410.82	CECO Inc	
Supplier Payment	Check	15704	8/12/2020	895.42	Cellco Partnership - Remit-To: Cellco - Dallas	
Supplier Payment	Check	15705	8/12/2020	10,041.93	CFM Strategic Communications Inc	
Supplier Payment	Check	15706	8/12/2020	53,614.88	CH2M Hill Engineers Inc - Remit-To: CH2M - Dallas	
Supplier Payment	Check	15707	8/12/2020	3,669.73	CH2M Hill Engineers Inc - Remit-To: CH2M Hill Engineers Inc - Bellevue	
Supplier Payment	Check	15708	8/12/2020	40,826.40	CH2M Hill Inc - Remit-To: CH2M - Dallas	
Supplier Payment	Check	15709	8/12/2020	6,100.00	Christina DeGailler	
Supplier Payment	Check	15710	8/12/2020	683.68	Cintas Fire Protection - Remit-To: Cintas Fire Protection - Cincinnati	
Supplier Payment	Check	15711	8/12/2020	95.00	Clark County Cab	
Supplier Payment	Check	15712	8/12/2020	3,648.04	Clark Public Utility District No. 1	

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Supplier Payment	Check	15713	8/12/2020	1,718.06	Clark Public Utility District No. 1	
Supplier Payment	Check	15714	8/12/2020	393.79	Clark Public Utility District No. 1	
Supplier Payment	Check	15715	8/12/2020	811.37	Clark Public Utility District No. 1	
Supplier Payment	Check	15716	8/12/2020	822.76	Clark Public Utility District No. 1	
Supplier Payment	Check	15717	8/12/2020	18,208.38	Columbia Resource Company	
Supplier Payment	Check	15718	8/12/2020	109.90	Comcast Holdings Corporation - Remit-To: Comcast Business - City of Industry	
Supplier Payment	Check	15719	8/12/2020	109.90	Comcast Holdings Corporation - Remit-To: Comcast Business - City of Industry	
Supplier Payment	Check	15720	8/12/2020	241.10	Comcast Holdings Corporation - Remit-To: Comcast Business - City of Industry	
Supplier Payment	Check	15721	8/12/2020	24.91	Comcast Holdings Corporation - Remit-To: Comcast Business - City of Industry	
Supplier Payment	Check	15722	8/12/2020	109.95	Comcast Holdings Corporation - Remit-To: Comcast Business - City of Industry	
Supplier Payment	Check	15723	8/12/2020	114.90	Comcast Holdings Corporation - Remit-To: Comcast Business - City of Industry	
Supplier Payment	Check	15724	8/12/2020	3,959.86	Consolidated Supply Co	
Supplier Payment	Check	15725	8/12/2020	349.93	Corporate Translation Services Inc	
Supplier Payment	Check	15726	8/12/2020	3,081.40	CyberSource Corporation - Remit-To: CyberSource - Los Angeles	
Supplier Payment	Check	15727	8/12/2020	1,670.44	Day Management Corp - Remit-To: Day Wireless - Milwaukee	
Supplier Payment	Check	15728	8/12/2020	216,572.51	Del Sol Inc	
Supplier Payment	Check	15729	8/12/2020	1,550.00	Dennis L Forbess	
Supplier Payment	Check	15730	8/12/2020	758.80	Distinctive Landscape LLC	
Supplier Payment	Check	15731	8/12/2020	2,833.49	DSU Peterbilt & GMC Inc	
Supplier Payment	Check	15732	8/12/2020	36,806.21	Epic Land Solutions Inc	
Supplier Payment	Check	15733	8/12/2020	4,312.50	Exigy LLC	
Supplier Payment	Check	15734	8/12/2020	3,990.00	Fessehayeh Sihel	
Supplier Payment	Check	15735	8/12/2020	106.50	Fidelity National Title Co of Washington	
Supplier Payment	Check	15736	8/12/2020	29,479.50	Fitch and Associates - Remit-To: Fitch and Associates	
Supplier Payment	Check	15737	8/12/2020	2,150.00	Francis Skalecki	
Supplier Payment	Check	15738	8/12/2020	4,325.00	Fredrick L. Garner	
Supplier Payment	Check	15739	8/12/2020	22,188.49	GameTime - Remit-To: GameTime - Fort Payne	
Supplier Payment	Check	15740	8/12/2020	1,216.80	General Automotive Supply Co	
Supplier Payment	Check	15741	8/12/2020	1,790.47	Genuine Parts Company - Remit-To: NAPA - Los Angeles	
Supplier Payment	Check	15742	8/12/2020	9,701.80	Granicus, LLC - Remit-To: Granicus, LLC	
Supplier Payment	Check	15743	8/12/2020	1,594.00	Grossenbacher Bros Inc	
Supplier Payment	Check	15744	8/12/2020	3,537.00	H&H Wood Recyclers	
Supplier Payment	Check	15745	8/12/2020	1,218.93	Harper Houf Peterson Righellis Inc	
Supplier Payment	Check	15746	8/12/2020	11,695.05	H D Fowler Company Inc	
Supplier Payment	Check	15747	8/12/2020	9,000.00	Healthy Outcomes Inc	
Supplier Payment	Check	15748	8/12/2020	351,635.87	Infor Public Sector Inc	
Supplier Payment	Check	15749	8/12/2020	200.55	J-2 Blueprint Supply Co.	
Supplier Payment	Check	15750	8/12/2020	95,343.40	Jeffrey Barrar PS	
Supplier Payment	Check	15751	8/12/2020	3,764.64	Jennifer J Wallenberg	
Supplier Payment	Check	15752	8/12/2020	171.84	John R Kimbrough	
Supplier Payment	Check	15753	8/12/2020	2,765.00	Jonalyn R Dias	
Supplier Payment	Check	15754	8/12/2020	9,460.00	Keri-Lyn D Jakubs	
Supplier Payment	Check	15755	8/12/2020	7,447.78	Lakeyland Inc	

INVOICE PAYMENTS REPORT

<u>Payment Category</u>	<u>Payment Type</u>	<u>Check Number</u>	<u>Payment Date</u>	<u>Payment Amount</u>	<u>Payment Payee</u>	<u>Payment Memo if applicable</u>
Supplier Payment	Check	15756	8/12/2020	498.99	Landmark Ford	
Supplier Payment	Check	15757	8/12/2020	22.48	Law, Lyman, Daniel, Kamerrer & Bogdanovich	
Supplier Payment	Check	15758	8/12/2020	4,980.00	Loc Vuu	
Supplier Payment	Check	15759	8/12/2020	552.50	Lois D Cohen Associates - Remit-To: Supplier Lois D Cohen Associates	
Supplier Payment	Check	15760	8/12/2020	225.00	Marquam Group LTD	
Supplier Payment	Check	15761	8/12/2020	3,620.00	Michael D Burton	
Supplier Payment	Check	15762	8/12/2020	2,152.95	Municipal Emergency Services Inc - Remit-To: Municipal Emergency Services - Chicago	
Supplier Payment	Check	15763	8/12/2020	3,561.25	Nelson Nygaard Consulting Associates Inc - Remit-To: Nelson Nygaard Consulting Associates Inc	
Supplier Payment	Check	15764	8/12/2020	1,723.45	Net Transcripts Inc	
Supplier Payment	Check	15765	8/12/2020	63.88	Northwest Cascade Inc	
Supplier Payment	Check	15766	8/12/2020	6,050.00	Omar Quintero	
Supplier Payment	Check	15767	8/12/2020	353.51	Otis Elevator	
Supplier Payment	Check	15768	8/12/2020	8,750.00	Parkeon	
Supplier Payment	Check	15769	8/12/2020	19,395.09	PBS Engineering and Environmental Inc	
Supplier Payment	Check	15770	8/12/2020	238,543.91	PC Specialists Inc - Remit-To: TIG - San Diego	
Supplier Payment	Check	15771	8/12/2020	10,600.00	Perseverance, LLC	
Supplier Payment	Check	15772	8/12/2020	49,755.33	PPC Solutions Inc	
Supplier Payment	Check	15773	8/12/2020	370.00	Public Safety Testing Inc	
Supplier Payment	Check	15774	8/12/2020	3,195.50	Quick Caption Inc	
Supplier Payment	Check	15775	8/12/2020	550.00	Ronald D Warman	
Supplier Payment	Check	15776	8/12/2020	366.72	Software House International SHI - Remit-To: SHI - Dallas	
Supplier Payment	Check	15777	8/12/2020	722.30	State of Washington Department of Ecology - Remit-To: State of Washington Department of Ecology	
Supplier Payment	Check	15778	8/12/2020	110.13	Stericycle Inc	
Supplier Payment	Check	15779	8/12/2020	2,670.00	Steve G Hall	
Supplier Payment	Check	15780	8/12/2020	3,791.84	SwiftComply US OpCo Inc	
Supplier Payment	Check	15781	8/12/2020	1,090.00	Ten Talents Investments11, LLC	
Supplier Payment	Check	15782	8/12/2020	6,500.00	Thales Consulting Inc - Remit-To: Supplier Thales Consulting Inc	
Supplier Payment	Check	15783	8/12/2020	460.70	Towing & Recovering Services Inc	
Supplier Payment	Check	15784	8/12/2020	670.68	Transunion Risk & Alternative Data Solutions Inc	
Supplier Payment	Check	15785	8/12/2020	650.40	Triple J Enterprises	
Supplier Payment	Check	15786	8/12/2020	863.43	Tyree Oil Inc	
Supplier Payment	Check	15787	8/12/2020	4,804.96	Univar Solutions USA Inc - Remit-To: Supplier Univar Solutions USA Inc	
Supplier Payment	Check	15788	8/12/2020	5,407.87	Walter E Nelson Company	
Supplier Payment	Check	15789	8/12/2020	2,648.58	Wapiti NW LLC	
Supplier Payment	Check	15790	8/12/2020	3,173.35	Waste Connections of Washington - Remit-To: Waste Connections - Vancouver	
Supplier Payment	Check	15791	8/12/2020	1,550.40	Waste Management - Remit-To: Waste Management Los Angeles	
Supplier Payment	Check	15792	8/12/2020	218.44	White Bear West Inc	
Supplier Payment	Check	15793	8/12/2020	11,604.20	Whitney Equipment Company Inc	
Supplier Payment	Check	15794	8/12/2020	60,766.13	Wilson Oil Inc	
Supplier Payment	Check	15795	8/12/2020	22,529.08	Wire Works LLC	
Supplier Payment	Check	15796	8/12/2020	206.66	XPO Logistics Enterprise Services, Inc - Remit-To: XPO - Portland	

INVOICE PAYMENTS REPORT

<u>Payment Category</u>	<u>Payment Type</u>	<u>Check Number</u>	<u>Payment Date</u>	<u>Payment Amount</u>	<u>Payment Payee</u>	<u>Payment Memo if applicable</u>
Supplier Payment	Check	15797	8/12/2020	2,282.68	Zayo Group Holding Inc - Remit-To: Zayo Group Holding Inc	
Supplier Payment	Check	15798	8/12/2020	2,313.25	Zenner Performance	
Supplier Payment	Check	15799	8/12/2020	1,972.76	Northwest Natural Gas Company - Remit-To: NW Natural - Portland	
Supplier Payment	Check	15800	8/12/2020	62.11	Qwest Corp - Remit-To: Qwest Corp- Seattle	
Supplier Payment	Check	15801	8/12/2020	239,660.32	Summit Law Group	
Supplier Payment	Check	15802	8/12/2020	1,250.00	The Bank Of New York Mellon Trust Company	
Supplier Payment	Check	15803	8/12/2020	14.45	United Parcel Service	
Supplier Payment	Check	15804	8/12/2020	9,047.57	Waste Connections of Washington - Remit-To: Waste Connections - Vancouver	
Supplier Payment	Check	15805	8/12/2020	14,764.73	Williams Kastner & Gibbs PLLC	
			SUBTOTAL	5,505,048.91		
Hansen			8/18/2020	21,062.37	City Payments	Posted 08-11-20 to 08-17-20
			SUBTOTAL	21,062.37		
Visa			8/18/2020	0.00	Miscellaneous	Parks Class Refunds - FCC 08-11-20 to 08-17-20
Visa			8/18/2020	0.00	Miscellaneous	Parks Class Refunds - MCC 08-11-20 to 08-17-20
Visa			8/18/2020		Miscellaneous	Parks Class Refunds - Special Events 08-11-20 to 08-17-20
Visa			8/18/2020	0.00	Miscellaneous	Parks Class Refunds - WREC 08-11-20 to 08-17-20
			SUBTOTAL	0.00		
			TOTAL	5,526,111.28		

**City of Vancouver
Payroll Council Report
August 11, 2020 - August 17, 2020**

[illegible]

\$ 2,055.10

8/24/2020

RESOLUTION NO. M-_____

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

WHEREAS, at 14:30 hours on March 13, 2020, the City of Vancouver declared a civil emergency pursuant to Washington State Constitution Article VI, Section 11, Revised Code of Washington Chapter 38.52, and Vancouver Municipal Code Chapter 2.12, due to the public health threat posed by sudden outbreak of the novel coronavirus (COVID-19); and

WHEREAS, the City's Declaration of Civil Emergency No. 2020-01 was ratified and confirmed by Resolution M-4061; Emergency Orders 2020-02, 2020-03, 2020-04, 2020-05, 2020-06, 2020-07, 2020-08 were ratified and confirmed by the Vancouver City Council by Resolution (M-4063) on April 6, 2020; Emergency Orders 2020-09, 2020-10, and 2020-11 were ratified and confirmed by the Vancouver City Council by Resolution (M-4065) on April 20, 2020; Emergency Order 2020-12 was ratified and confirmed by the Vancouver City Council by Resolution (M-4066) on May 4, 2020; Emergency Order 2020-13, which was ratified and confirmed by the Vancouver City Council by Resolution (M-4069) on May 18, 2020; Emergency Order 2020-14, which was ratified and confirmed by the Vancouver City Council by Resolution (M-4075) on June 1, 2020; Emergency Order 2020-15, which was ratified and confirmed by the Vancouver City Council by Resolution (M-4079) on July 6, 2020; and Emergency Order 2020-

RESOLUTION - 1

16, which was ratified and confirmed by the Vancouver City Council by Resolution (M-4085) on August 3, 2020; and

WHEREAS, following the issuance of Declaration of Civil Emergency 2020-01 and the foregoing Emergency Orders, the Vancouver City Manager issued **Emergency Order 2020-17** pursuant to Vancouver Municipal Code, Section 2.12.040, which authorizes the City Manager to issue Emergency Orders when the Council is not in session, following a declaration of a civil emergency, subject to ratification and confirmation, modification or rejection by the City Council as soon as practicable following the issuance of such Orders; and

WHEREAS, the City Council agrees with Emergency Order 2020-17 and finds that it is appropriate to ratify, confirm and adopt the same;

NOW, THEREFORE,

BE IT RESOLVED BY THE CITY OF VANCOUVER:

Section 1. Ratification and Confirmation. Emergency Order 2020-17 as issued by the Vancouver City Manager is hereby ratified and confirmed pursuant to Section 2.12.040(C) of the Vancouver Municipal Code.

Section 2. Adoption and Incorporation by Reference. Except as otherwise provided in this Resolution, Emergency Order 2020-17 (attached), is hereby adopted and incorporated herein by this reference.

Section 3. Notice. Pursuant to Section 2.12.050 of the Vancouver Municipal Code, Notice of Emergency Order 2020-13 shall be given as soon as practicable by such means are practicable to news media within the general area of the city, the public, the governor, the state military department, and the Clark County department of emergency management or successor agency.

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Section 4. Duration. Emergency Order 2020-17 shall continue through its stated expiration until modified or terminated by the City Manager or Vancouver City Council.

INTRODUCED, PASSED, AND ADOPTED at a Regular Meeting of the Vancouver City Council this 24th day of August, 2020.

Anne McEnery-Ogle, Mayor

Attest:

Natasha Ramras, City Clerk

Approved as to form:

Jonathan Young, City Attorney

EMERGENCY ORDER
IN AND FOR THE CITY OF VANCOUVER, WASHINGTON

No. 2020-17

**EXTENDING DURATION OF SECTIONS 6 AND 7
OF EMERGENCY ORDER 2020-03**

At 14:30 hours on March 13, 2020, the City of Vancouver declared a civil emergency pursuant to Washington State Constitution Article VI, Section 11, Revised Code of Washington Chapter 38.52, and Vancouver Municipal Code Chapter 2.12 to address the public health threat posed by COVID-19. (Declaration of Civil Emergency No. 2020-01). The Vancouver City Council ratified and confirmed Declaration of Civil Emergency No. 2020-01 by Resolution (M-4061) on March 16, 2020. Thereafter, the City issued Emergency Orders 2020-02, 2020-03, 2020-04, 2020-05, 2020-06, 2020-07, 2020-08 which were ratified and confirmed by the Vancouver City Council by Resolution (M-4063) on April 6, 2020; Emergency Orders 2020-09, 2020-10, and 2020-11 which were ratified and confirmed by the Vancouver City Council by Resolution (M-4065) on April 20, 2020; Emergency Order 2020-12 which was ratified and confirmed by the Vancouver City Council by Resolution (M-4066) on May 4, 2020; Emergency Order 2020-13, which was ratified and confirmed by the Vancouver City Council by Resolution (M-4069) on May 18, 2020; Emergency Order 2020-14, which was ratified and confirmed by the Vancouver City Council by Resolution (M-4075) on June 1, 2020; Emergency Order 2020-15, which was ratified and confirmed by the Vancouver City Council by Resolution (M-4079) on July 6, 2020; and Emergency Order 2020-16, which was ratified and confirmed by the Vancouver City Council by Resolution (M-4085) on August 3, 2020.

On March 18, 2020, the City issued Emergency Order 2020-03, section 6 of which authorized the Vancouver City Manager to make all emergency procurements, except those for public works which are governed by Vancouver Municipal Code 3.05.240, and exempts those procurements from competitive procurement requirements. Further, on March 18, 2020, the City issued Emergency Order 2020-03, section 7 of which authorized the Vancouver City Manager to increase the City budget to access the City's emergency reserve fund. On April 16, 2020, the City issued Emergency Order 2020-11, section 3 of which extended the duration of Emergency Order 2020-03, sections 6 and 7.

As of August 20, 2020, the State of Washington remains in a declared state of emergency. Clark County, Washington has recorded a total of at least forty-five (45) COVID-19 related deaths; a total of 2,378 county residents have tested positive. The August 20, 2020 rate of "New Cases Per 100,000 Population" is 74.4.

In light of the foregoing state of emergency that continues to exist, I find that these protections must continue, in order to preserve the life, health and safety of our residents.

NOW THEREFORE, IT IS HEREBY DIRECTED AND ORDERED THAT:

As a result of the above-referenced situation, pursuant to Washington State Constitution Article VI, Section 11, Revised Code of Washington Chapter 38.52, Vancouver Municipal Code Chapter 2.12, and Resolution (M-4061) of the Vancouver City Council, I hereby Order that a state of emergency continues to exist in the City of Vancouver and further order as follows.

Section 1. Extending Duration of Emergency Order 2020-03, Section 6 (Emergency Purchasing Authority of City Manager) and Section 7 (Emergency Budget Authority).¹

- A. Effective immediately, and unless further modified, extended or terminated by the Vancouver City Council or Vancouver City Manager, the duration of specified Sections 6 and 7 of Emergency Order 2020-03² are hereby extended until the state of emergency is declared terminated as per VMC 2.12.030. The remaining provisions of Emergency Order 2020-03, as previously amended, shall remain unaltered by this Emergency Order.
- B. To the extent that the foregoing Order was previously extended by way of [Emergency Order 2020-11, Section 3](#), this longer extension—being based upon more recent data, review and analysis—shall control.

SIGNED, this 20th day of August, 2020, at 16:12 hours.

ATTEST:

CITY OF VANCOUVER

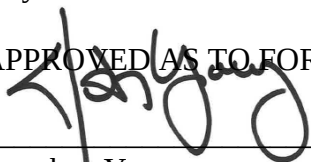


Natasha Ramras
City Clerk



Eric Holmes
City Manager

APPROVED AS TO FORM



Jonathan Young
City Attorney

¹ Section Titles and Footnotes are provided solely for convenience and shall have no legal effect.

² [Emergency Order 2020-03, Section 6](#): Emergency Purchasing Authority of City Manager; **Section 7**: Emergency Budget Authority