



CITY COUNCIL MEETING MINUTES

Vancouver City Hall | Council Chambers | 415 W. 6th St.

PO Box 1995 | Vancouver, WA 98668-1995

www.cityofvancouver.us

Anne McEnery-Ogle, Mayor

Bart Hansen • Ty Stober • Erik Paulsen • Sarah J. Fox • Diana H. Perez • Kim D. Harless

April 3, 2023

WORKSHOPS

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

Workshops were conducted in person in the Council Chambers of City Hall. Members of the public were invited to view the meeting in person, via the live broadcast on www.cvtv.org and CVTV cable channels 23 or HD 323, or on the City's Facebook page, or www.facebook.com/VancouverUS.

View the CVTV video recording, including presentations and discussion, for workshops at:

https://www.cvtv.org/vid_link/35495?startStreamAt=0&stopStreamAt=3159

4:30-5:30 p.m. Short Term Rentals Update

Jason Nortz, Development Review Manager, 360-487-7844; Becky Coutinho, Associate Planner, 360-487-7899

Summary

Staff led Council through a discussion of the Short Term Rentals Update.

COUNCIL DINNER / EXECUTIVE SESSION RE: PENDING AND

POTENTIAL LITIGATION (1 HR)

Mayor McEnerny-Ogle announced the Council would be entering into executive session from 5:30-6:10 p.m. to discuss Pending and Potential Litigation.

COUNCIL REGULAR MEETING

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

Vancouver City Council meeting minutes are a record of the action taken by Council. To view the CVTV video recording, including presentations, testimony and discussion, for this meeting please visit: https://www.cvtv.org/vid_link/35497?startStreamAt=0&stopStreamAt=3657 Electronic audio recording of City Council meetings are kept on file in the office of the City Clerk for a period of six years.

Pledge of Allegiance

Call to Order and Roll Call

The regular meeting of the Vancouver City Council was called to order at 6:30 p.m. by Mayor McEnerny-Ogle. This meeting was conducted as a hybrid meeting, including both in person and remotely over video conference.

Present: Councilmembers Harless, Perez, Fox, Paulsen, Stober, Hansen, and Mayor McEnerny-Ogle

Absent: None

Proclamations: Arbor Month

Mayor McEnerny-Ogle read and presented a proclamation to Melissa Johnston, Urban Forestry Commission Chair, proclaiming April 2023, as Arbor Month and April 12, 2023, as Arbor Day.

Community Communications

Mayor McEnerny-Ogle opened Community Communication and received testimony from the following community members regarding any matter on the

agenda not scheduled for a Public Hearing:

- Kimberlee Elbon, La Center, WA

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

Consent Agenda (Items 1-8)

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

1. 2023 Slurry Seal Project

Staff Report: 044-23

On March 9, 2021, the City received bids for the 2021 Joint Agency Slurry Seal Project, which was awarded to Blackline, Inc, of Vancouver, Washington with the City of Vancouver's portion of the work being approved for \$276,155. As part of the bid, the contractor executed a separate contract with each agency. In addition, the participating agencies reserved the right to extend the contract for two (2) one (1) year periods with the same terms and conditions and the option to review unit prices for adjustment due to inflation and amount of work.

At the end of 2022, the City and Clark County discussed a contract extension with Blackline for 2023 and decided that it was in our best interests to do so. All 2023 work quantities were sent to Blackline, Inc. and proposed 2023 pricing was agreed upon for the unit bid items. The 2023 City of Vancouver portion of the work is \$381,490. The Engineer's Estimate for this amendment was less than the threshold to require an apprenticeship utilization goal.

Request: On April 3, 2023, amend the Blackline, Inc, of Vancouver, Washington construction contract for the 2023 Joint Agency Slurry Seal Project for sealing for one (1) additional year for their adjusted bid price of \$381,490.00, which includes Washington State sales tax.

Chris Sneider, Senior Civil Engineer, 360-487-8239

Motion approved the request.

2. 2023 Fourth Plain Blvd Curb Ramps

Staff Report: 045-23

The City is issuing three separate curb ramp contracts this year as part of its 2023 pavement management program. These contracts include the

“2023 Fourth Plain Blvd Curb Ramps”, the “2023 East Curb Ramps”, the “2023 West Curb Ramps”. The purpose of splitting the work into three contracts is to reduce each contract to a manageable size, which helps expedite ramp construction. From a construction sequencing standpoint, it is far more efficient to construct the new curb ramps in advance of the on-street pavement management resurfacing work.

This staff report and recommended action is to award the 2023 Fourth Plain Blvd Curb Ramps contract only. Recommendations to award the East Curb Ramps project and West Curb Ramps project will follow at a later date. On March 14, 2023, the City received four bids for the subject project.

The bids ranged between \$854,350.50 to \$1,275,725.00. The low bidder was responsive. The bids are as follows:

SUMMARY OF BIDS	
BIDDER	AMOUNT
<i>Western United Civil Group, LLC, Yacolt, WA</i>	<i>\$854,350.50</i>
<i>Advanced Excavating Specialists, LLC, Kelso, WA</i>	<i>\$899,490.00</i>
<i>Halme Excavating, Inc., Battle Ground, WA</i>	<i>\$1,116,600.00</i>
<i>Clark & Sons Excavating, Inc., Battle Ground, WA</i>	<i>\$1,275,725.00</i>
<i>Engineers' Estimate</i>	<i>\$1,300,000.00</i>

There is a minimum apprenticeship goal of 3% of the utilized labor hours for this project. Western United Civil Group, LLC, Yacolt, Washington has submitted an Apprenticeship Utilization Plan to meet or exceed this goal by using approximately 160 hours of apprentice time of the estimating a total of 2,150 applicable labor hours for the project.

Request: On April 3, 2023, award a construction contract for the 2023 Fourth Plain Blvd Curb Ramps - Main St to Fort Vancouver Way project to the lowest responsive and responsible bidder, and authorize the City Manager or their designee, to sign a contract with Western United Civil Group, LLC, Yacolt, WA at their bid price of \$854,350.50, which includes Washington State sales tax.

Chris Sneider, Senior Civil Engineer, 360-487-8239

Motion approved the request.

3. **Continued use of Washington State contract 08215 for procurement of Information Technology (IT) temporary staff augmentation services from TEKsystems, Inc.**

Staff Report: 046-23

The City uses Washington State contract #08215 to purchase IT staff

augmentation services. The contract allows IT to provide technology staffing augmentation for relatively short-term projects or to quickly backfill vacancies until a permanent hire can be made.

The City is requesting authorization to continue to use the contract to purchase up to the Council-approved budgeted amount for these services through the end of the contract, which is 1/31/2026, and into any extended period negotiated by the State of Washington.

Request: Authorize the City Manager or their designee to approve purchases under Washington State contract 08215 for the life of the contract with TEKsystems, Inc. dba Allegis Group Holdings Inc.

Patrick Gilbride, Information Technology Director, 360-487-7650

Motion approved the request.

4. Increase the spending limit for Contract C-91441 - Cascade Fire Equipment

Staff Report: 047-23

The time to manufacture a fire engine has recently doubled, going from a typical timeline of 430 days to as much as 720-750 days. Vancouver currently has two pumpers due for replacement this calendar year followed by two more in 2024. To maximize benefits from volume purchasing and standardize platforms, the fleet division and budget office are seeking a contract amendment to allow the purchase of these four fire engines/pumpers from a single vendor. This will minimize having to extend the lifecycles of existing units (due to the longer lead times for the 2024 order), and the remaining authorized purchase authority left on this contract is not enough to accommodate this purchase. Staff is requesting an increase to the previous Council authorized limit to support these purchases, increasing this contract to allow purchases up to the department's' current authorized budget for these scheduled replacements in lieu of setting a new spending threshold.

Request: Authorize the City Manager or their designee to approve purchases under C-91441 for the life of the contract with Cascade Fire Equipment up to the current authorized budget.

Dan Zenger, Equipment Superintendent, 360-487-8205

Motion approved the request.

5. Purchasing Contract Spending Limit Increase for Fire Department Turnout Gear to Allow Gear Purchases for New Recruits

Staff Report: 048-23

The City of Vancouver Fire Department uses the C-100867 Piggyback NPP-GOV PS 20065 RFP 1915 for the purchase of turnout gear. The turnout needs of the fire department can vary dramatically from year to year based on hiring and turnout gear reaching the end of its 10-year life span. Additionally, the equipment offerings from each contracted company can shift often as well. Due in part to these reasons the current contract limit amount with Seawestern will be reached by the Second Quarter of 2023. The Fire Department would like authorization to continue to use the contract to purchase up to the Council-approved annual budgeted amount for turnouts.

Request: Authorize the City Manager, or their designee, to approve purchases under the C-100867 Piggyback NPP-GOV PS 20065 RFP 1915 Lion Turnout Gear.

Darryl Hebert, Deputy Fire Chief, 360-487-7203; Tige Harmon, Deputy Fire Chief, 360-487-7202; Nathan Leek, Deputy Fire Chief, 360-487-7204

Motion approved the request.

6. Extension of Contract with Live Love Outreach for Management of Safe Stay Community #2

Staff Report: 049-23

An estimated 500-600 individuals reside in tents or vehicles within the City of Vancouver, which poses significant health and safety risks to the individuals experiencing unsheltered homelessness, as well as the rest of the community and the environment. At this time, our community does not have an adequate supply of shelter or housing options to meet the growing need. This Council has observed that many individuals who live outdoors on public property do so, not by choice, but due to a lack of financial means to afford adequate shelter. These individuals are adversely mentally and physically impacted by outdoor habitation. Single female encampment occupants experience a disproportionately high incidence of violent crime, as compared to other people. Families with children who live outdoors, as a result of a lack adequate shelter, are also disproportionately adversely impacted through risk of physical danger and impediments to childhood education.

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

those areas, particularly during our dry/summer months.

In an effort to reduce the aforementioned negative impacts of unsheltered homelessness, provide for greater safety, stability, and access to needed services for individuals experiencing unsheltered homelessness, and to remain in compliance with Martin v. Boise, this Council has approved the establishment of city-sponsored Safe Stay Communities in designated areas. These Communities are managed and supported by contracted service providers who work to:

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

Request: The amendment and extension of a professional services contract to Live Love Outreach of Vancouver, WA, and to authorize the City Manager, or their designee, to execute a contract for delivery of supportive services and site management at city-sanctioned Safe Stay Community #2.

Jamie Spinelli, Homeless Response Manager, (360) 487-8610

Motion approved the request.

7. Amend contract with Selectron Technologies to include online permit applications

Staff Report: 051-23

AN ORDINANCE authorizing the City Manager or designee to execute an Amendment to the City's Agreement with Selectron Technologies, Inc., an Oregon corporation (hereinafter "Contractor"), for the provision of additional software and materials, beyond those approved by way of Ordinance M-4339, identified more particularly in the Amendment (collectively "Licensed Software") for the benefit of providing customers of the City of Vancouver, Washington ("City") with upgraded portal for Community Development Permit Applications; providing for severability; and setting an effective date.

Community Development implemented the current Infor Dynamic Portal solution in April 2013. The system is outdated and is not efficient for our customers or staff. Although the system works, it lacks many of the modern

features and the user experience that you would find in today's e-commerce sites. A decision package to replace the current Dynamic Portal system was approved in the 2022 First Supplemental Budget.

Request: On Monday, April 3, 2023, approve ordinance on first reading, setting date of second reading and public hearing for Monday, April 10, 2023.

Jason Nortz, Development Review Division Manager, 360-487-7844; Patrick Gilbride, Information Technology Director, 360-487-7650

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

Motion approved the request.

8. Approval of Claim Vouchers

Request: Approve claim vouchers for April 3, 2023.

Motion approved claim vouchers in the amount of \$10,579,202.45.

Communications

A. From the Council

B. From the Mayor

C. From the City Manager

Document Recording Fees

Patrick Quinton, Economic Development Director, discussed the Document Recording Fees.

Clark Regional Natural Hazard Mitigation Plan 2023

Geraldene Moyle, General Services Director, discussed the Clark Regional Natural Hazard Mitigation Plan.

Adjournment

7:30 p.m.

Anne McEnerny-Ogle, Mayor

Attest:

Natasha Ramras, City Clerk

The written comments below are those of the submitter alone and are not representative of the views of CVTV or the City of Vancouver, its elected or appointed officials, or its employees.

From: [Frank Marré](#)
To: [City Council](#)
Subject: Bike lanes on Fourth Plain
Date: Monday, March 20, 2023 3:16:56 PM

[You don't often get email from [REDACTED] Learn why this is important at <https://aka.ms/LearnAboutSenderIdentification>]

CAUTION: This email originated from outside of the City of Vancouver. Do not click links or open attachments unless you recognize the sender and know the content is safe.

Dear Council Members: Thank you for establishing bike lanes on Fourth Plain. It would be ideal to extend them to Andresen where cross SR 500.

It is a good move for the general health of the community, safety and the health of the environment.

Sincerely

Frank Marre DO MS FAOCOPM

From: [Elizabeth Harris](#)
To: [City Council](#)
Subject: I support bike lanes on Mill Plain
Date: Monday, March 20, 2023 3:11:18 PM

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I'm a frequent cyclist on Mill Plain from my home near McArthur.
Bike lanes are very important to me for cycling safely!
Elizabeth Harris
[REDACTED]

From: [Debbie Nelson](#)
To: [City Council](#)
Subject: Safe biking please!
Date: Monday, March 20, 2023 2:23:24 PM

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To City Council:

I support bike lanes on Fourth Plain.

[REDACTED]

Deb

From: [REDACTED]
To: [City Council](#)
Subject: I support Bike Lanes on 4th Plain
Date: Monday, March 20, 2023 12:46:48 PM

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CAUTION: This email originated from outside of the City of Vancouver. Do not click links or open attachments unless you recognize the sender and know the content is safe.

Dear Mayor Anne and City Council members,

I am a senior and I enjoy riding my bike instead of driving. It is important for me to keep healthy and reduce my contribution to climate warming.

I know that I have to be concerned about my safety while biking. I appreciate that Vancouver has quite a few bike lines and trails. I hear that there are plans to build bike lanes from F Street W to about 62nd Ave. This is a good idea, because I would never to attempt to ride this section of 4th Plain even though I do business along there. I support those plans and I hope you will go forward with them. However, it will made a big difference to continue the lanes to at least Andresen because it is an important N-S corridor. I know that this is a very congested area, but I hope a way can be found make it possible to stay safe all the way to Andresen.

Thank you for your commitment to public health, climate action, and equity.

Sincerely,

Mike Ellison

[REDACTED]

Vancouver, WA 98663

From: [David Rowe](#)
To: [City Council](#); [City of Vancouver - Office of the City Manager](#)
Subject: A tall bridge on the Vancouver waterfront?
Date: Wednesday, March 29, 2023 1:23:57 PM

Some people who received this message don't often get email from [REDACTED]. [Learn why this is important](#)

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The Columbian Newspaper reported on February 28 the I-5 Bridge Replacement project could cost as much as 7.5 billion dollars to complete.

On March 11 *The Columbian* newspaper reported a drawbridge could be in the final design of the IBR.

On March 14 *The Columbian* wrote Mayor Pro Tem Ty Stober is calling for the IBR team to do a fresh look at the tunnel option.

At the next Vancouver Council meeting I wish to discuss IBR Preferred Alternative. The Vancouver waterfront will change forever if a tall bridge like the Portland Marquam Bridge is built across the Columbia .The City of Vancouver should ask for a better design of the IBR.

And another topic to discuss is the request from WSDOT for public comments on improving State Highway 503 northbound from Vancouver to Battle Ground.

Dave Rowe

From: [Dollar, Sarah](#)
To: [Dollar, Sarah](#)
Subject: FW: FYI: Report finds affordable rent out of reach for many in Clark County
Date: Monday, April 3, 2023 11:59:58 AM

Sarah Dollar | Assistant to the City Council
CITY OF VANCOUVER, WASHINGTON
City Manager's Office
Pronouns: She/Her/Hers
www.cityofvancouver.us

From: Jean M. Avery [REDACTED]
Sent: Sunday, April 2, 2023 8:05 AM
To: Whitley, Samantha <Samantha.Whitley@cityofvancouver.us>
Cc: City Council <council@cityofvancouver.us>
Subject: FYI: Report finds affordable rent out of reach for many in Clark County

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<https://clbn.us/FcUcc>

Please revisit these numbers when building and subsidizing "affordable housing" in Vancouver.

As this study shows, rents are out of reach for many folks, barely manageable for retirees, and clearly unattainable for people coming out of homelessness.

Jean M. Avery
Vancouver renter/retiree

From: [PETER BRACCHI](#)
To: [City Council](#); [City of Vancouver - Office of the City Manager](#)
Subject: Living under BPA powerlines, please add as a natural hazard
Date: Wednesday, March 29, 2023 2:29:12 PM
Attachments: [image0.png](#)

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Here is the camp west of Andreessen. This is one of many camps over the last several years that have existed under powerlines.

Why are people allowed to live in this hazard area when the city has been informed of the issue by the BPA many times?

Please see the below warning from the BPA sent to legal department of the city



Thanks Peter

Begin forwarded message:

From: PETER BRACCHI [REDACTED]
Date: May 25, 2022 at 2:14:49 PM PDT
To: Nena Cook <Nena.Cook@cityofvancouver.us>
Subject: FYI Camp under BPA powerlines and loss of life warning from BPA

Thanks Peter

Begin forwarded message:

From: PETER BRACCHI [REDACTED]
Date: May 25, 2022 at 2:06:24 PM PDT
To: HART Team <hartteam@cityofvancouver.us>
Cc: Anne <Anne.McEnery-Ogle@cityofvancouver.us>, sarah.fox@cityofvancouver.us, Kim Harless <kim.harless@cityofvancouver.us>, Bart Hansen <Bart.Hansen@cityofvancouver.us>, Ty Stober <Ty.Stober@cityofvancouver.us>,

Erik.Paulsen@cityofvancouver.us, Diana Perez
<diana.perez@cityofvancouver.us>, Neil <nearthurs@bpa.gov>
**Subject: Camp under BPA powerlines and loss of life warning
from BPA**

This camp is about 50 feet east of Andresen

**Please protect the life of these people and make them aware of
the dangers of camping under, around and anywhere near the
BPA powerlines.**



Thanks Peter

Peter Bracchi

March 15, 2023

Urban Forestry Meeting

Subject: Trees Cut Down by the Unhoused along Burnt Bridge Creek Jun 22, 2022 – Mar 6, 2023

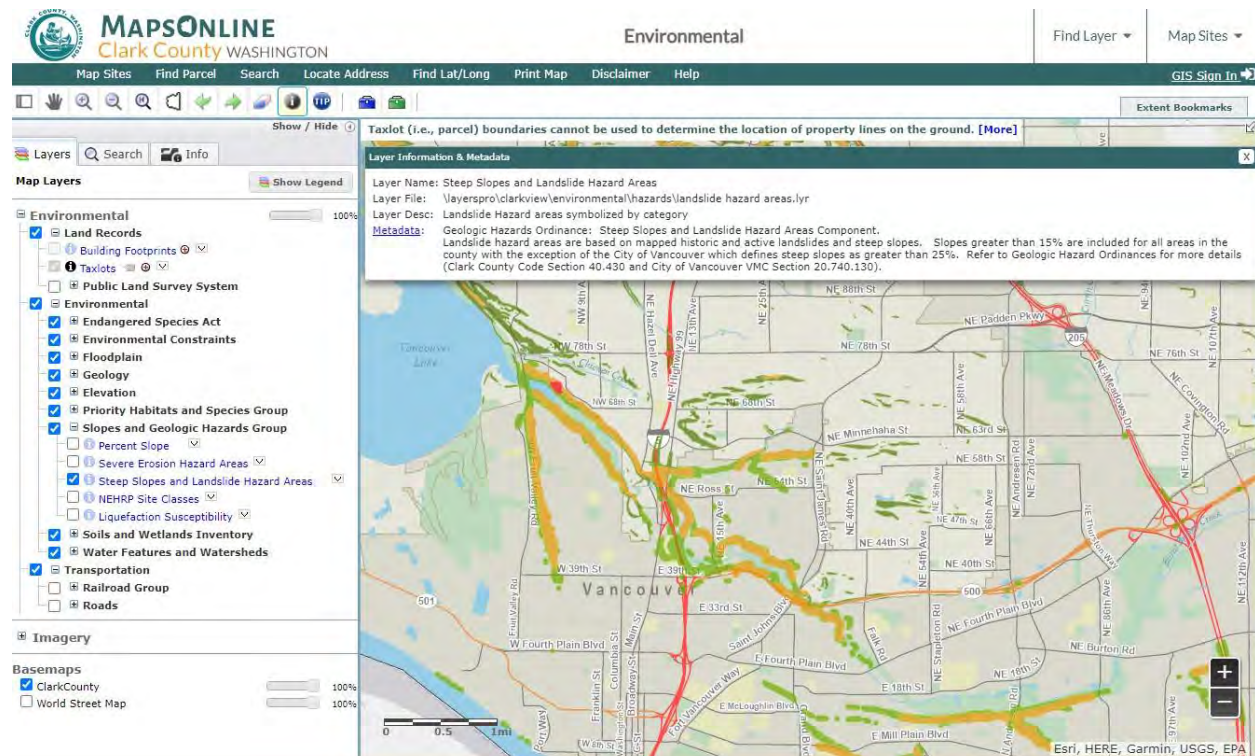
Burnt Bridge Creek is lined by Steep Slopes and Landslide Hazards Areas

Trees and Ground Vegetation helps stabilize forested slopes by providing root strength and by modifying the saturated soil water regime. Plant roots can anchor through the soil mass into fractures in bedrock, can cross zones of weakness to more stable soil, and can provide interlocking long fibrous binders within a weak soil mass.

Landslide frequency can increase after trees are removed from forested slopes.

Here is a Map of the Area and Photos of recent destruction of Urban Forests by the Unhouse Cutting down of Trees and Ground Vegetation so they can Live on the Land in our Urban Forests.

What can be done to Stop the Unhouse from Cutting of Trees?



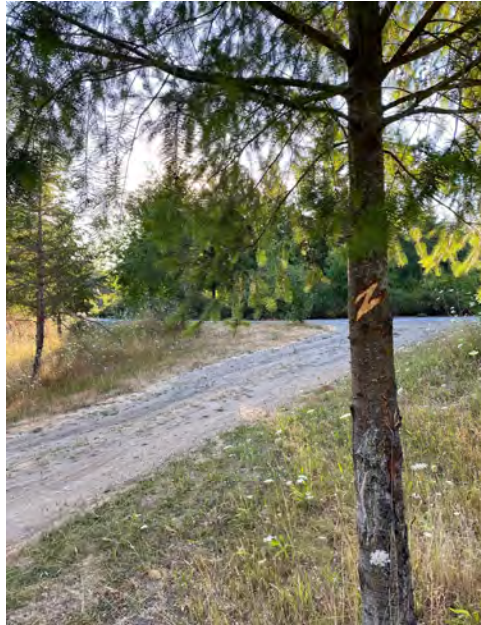




























From: [Wynn Grcich](#)
To: [Rebecca Messinger](#); [Dollar, Sarah](#); [Harris, Rep. Paul](#)
Subject: Watch ""We are being POISONED!" documents reveal Fluoride scam | Redacted with Natali and Clayton Morris" on YouTube
Date: Wednesday, March 22, 2023 9:27:33 PM

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<https://youtu.be/S6l55WjhSeY>

From: [Wynn Grcich](#)
To: [Rebecca Messinger](#); [Dollar, Sarah](#)
Subject: Watch ""We are being POISONED!" documents reveal Fluoride scam | Redacted with Natali and Clayton Morris" on YouTube
Date: Thursday, March 23, 2023 8:17:08 AM

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<https://youtu.be/S6l55WjhSeY>.

Send to city council members, melneck,
and put on public record, confirm that you did. Thanks. FROM WYNN

From: [Wynn Grcich](#)
To: [Dollar, Sarah](#); [Rebecca Messinger](#)
Subject: Watch "Ed Dowd Investigates Epidemic of Sudden Deaths in 2021 & 2022 w/ Dr. Kelly Victory – Ask Dr. Drew" on YouTube
Date: Thursday, March 23, 2023 10:58:47 AM

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<https://www.youtube.com/live/eatkt1ul9EI?feature=share>.

Send to council members, melneck, put on public record and confirm you did. Thanks from Wynn

From: [Wynn Grcich](#)
To: [Dollar, Sarah](#); [Rebecca Messinger](#)
Subject: Watch "Rand Paul On Rising: Moderna PRIVATELY Admitted The TRUTH About Myocarditis And Vaccines" on YouTube
Date: Thursday, March 23, 2023 11:05:53 AM

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https://youtu.be/k9D-Dz_-RpE.

Send to council members,
melneck, put on public record, confirm you did. Thanks from Wynn

From: [Wynn Grcich](#)
To: [Rebecca Messinger](#); [Dollar, Sarah](#)
Subject: Covid jabs
Date: Sunday, March 26, 2023 9:02:48 PM

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<https://vaccineimpact.com/2022/60000-children-injured-and-dead-along-with-4571-fetal-deaths-following-covid-vaccines/> please send to council members and MELNECK. Put on public record and confirm that you did. Thanks from Wynn

From: [Wynn Grcich](#)
To: [Dollar, Sarah](#); [Rebecca Messinger](#)
Subject: Watch "Ed Dowd Investigates Epidemic of Sudden Deaths in 2021 & 2022 w/ Dr. Kelly Victory – Ask Dr. Drew" on YouTube
Date: Sunday, March 26, 2023 11:32:14 PM

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<https://www.youtube.com/live/eatkt1ul9EI?feature=share>. Send to council members, and melneck. Put on public record and confirm you did. Thanks from Wynn

From: [Wynn Grcich](#)
To: [Dollar, Sarah](#); [Rebecca Messinger](#); [Harris, Rep. Paul](#)
Subject: Myocarditis
Date: Wednesday, March 29, 2023 5:17:42 PM

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<http://orthomolecular.org/resources/omns/v19n01.shtml>. send to city council members and MELNECK. Put on public record and confirm that you did.

From: [Wynn Grich](#)
To: [Rebecca Messinger](#); [Dollar, Sarah](#); [Harris, Rep. Paul](#)
Subject: Fwd: Contaminated Food Supply Contributing Cause To Live Blood Analysis Findings In Unvaccinated? Darkfield Blood Analy...
Date: Monday, April 3, 2023 12:44:57 AM

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Send to councils and MELNECK. Put on public record and confirm you did. Thanks from Wynn

----- Forwarded message -----

From: Karen Kingston from The Kingston Report [REDACTED]
Date: Sun, Apr 2, 2023, 3:57 PM
Subject: Contaminated Food Supply Contributing Cause To Live Blood Analysis Findings In Unvaccinated? Darkfield Blood Analy...
To: [REDACTED]

 [The Kingston Report](#) cross-posted a post from [Dr. Ana's Newsletter](#)

 Karen Kingston
Apr 2 · The Kingston Report

Dr. Ana Mihalcea has analyzed meat and dairy products and found that they were contaminated with nanotechnology.

Contaminated Food Supply Contributing Cause To Live Blood Analysis Findings In Unvaccinated? Darkfield Blood Analysis On Grocery Meat Products

ANA MARIA MIHALCEA, MD, PHD
APR 2



SAVE



A colleague of mine, Dr. David Jernigan treats vaccine injured patients successfully in Tennessee. He called me after I posted the results on Infrared Spectroscopy and electrical conductivity of live blood and confirmed all of my findings. He shared with me, that a short time ago some family members were eating meat and got very ill from it. Dr. Jernigan had developed a method to capture the frequency from a vaccinated rubbery clot of a deceased person and has developed a scientific way for detecting that frequency. He checked his ill family member, who tested positive. Then he checked the meat they ate and it had the same frequency of the cadaver blood clot. Subsequently he went to his local grocery store and checked meat products, and both organic and inorganic beef meats had the same frequency emission. He wanted me to go buy meat at my grocery store and do live blood analysis on different products to confirm his findings.

I have been wondering why I have been seeing every unvaccinated person in my office with contaminated blood. I have also seen an increasing amount of people with persistent severe diarrhea, that is lasting for months, but turns out to be negative when tested for ova and parasites or stool cultures for bacteria. I was suspecting vaccine shedding, chemtrail spraying, nasal swabs, masks, and contamination through synthetic biology named “ Covid and Long Covid”. Many are saying that what we are seeing in the blood are parasites, but they are not. They are self assembly hydrogel based synthetic life forms, more akin to microplastics but biologically engineered.

This morning I went to a local grocery store and bought different meats that had some visible blood in the package that I could analyze. I was also curious about milk products. Here are my results:





This is a milk product:



It appears to me that our food supply - in particular animal products - is contaminated with similar structures we find in human blood. Dr. Jernigan did frequency testing on fruits and vegetables and did not get a positive signal. I encourage others to do the same research and replicate my findings. This would explain to me why I see these live blood structures in everyone. It does not matter if the products are organic or not.

The next step is to find a local source and maybe do live blood analysis on cows or pigs. If they are contaminated even if unvaccinated, then this may be environmental, possibly via geoengineering spraying. The implications for humanity are profound. I asked my colleague Dr. David Nixon in Australia to replicate my findings, and we will ask Matt Taylor in Ecuador and Shimon Yanowitz in Israel. We need to verify these findings around the world. I will continue working with Dr. Jernigan.

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Ana Maria Mihalcea, MD, PhD

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Karen Kingston, miFight Inc, 960 Postal Way, #307

Vista, CA 92085

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From: [Dollar, Sarah](#)
To: [Dollar, Sarah](#)
Subject: FW: Scanned image from Fort Vancouver Regional Library
Date: Monday, April 3, 2023 12:05:57 PM
Attachments: [FVRL 20230403_105942.pdf](#)

Sarah Dollar | Assistant to the City Council
CITY OF VANCOUVER, WASHINGTON
City Manager's Office
Pronouns: She/Her/Hers
www.cityofvancouver.us

From: Kimberlee Elbon <[REDACTED]>
Sent: Monday, April 3, 2023 12:01 PM
To: City Council <council@cityofvancouver.us>
Subject: Fwd: Scanned image from Fort Vancouver Regional Library

CAUTION: This email originated from outside of the City of Vancouver. Do not click links or open attachments unless you recognize the sender and know the content is safe.

Kimberlee Elbon
[REDACTED]

-----Original Message-----

From: FVRL Public Copier <no-reply@fvrl.org>
To: council@cityofvancouver.us; [REDACTED]
Sent: Mon, Apr 3, 2023 11:59 am
Subject: Scanned image from Fort Vancouver Regional Library

Reply to: FVRL Public Copier <no-reply@fvrl.org>
Device Name: LC Public Copier
Device Model: BP-70C31
Location: LC

File Format: PDF MH(G3)
Resolution: 200dpi x 200dpi

Attached file is scanned image in PDF format.

PUT ON PUBLIC RECORD for Vancouver City Council Meeting of April 3, 2023

This Council had CANCELLED a Regular Meeting in March with the reason there was no QUAROM !!! This was True, however, the PUBLIC MUST KNOW that You were actually on a week plus trip to JAPAN and DID NOT TELL THE CITIZENS – NO COMMUNICATION with The PEOPLE !!! Why ??? This trip cost HARD EARNED TAX DOLLAR\$ - the City Manager and many others went !\$!\$

THE LACK OF COMMUNICATION TO THE PUBLIC MUST STOP NOW !!!

Also Citizens ~ look at the difference in the yearly calendar. Calendar # 1 is a copy I took a month or so ago. Notice the difference in # 2 – the COMMUNITY FORUM has CHANGED !\$!\$ Why You ask ? Because this council are members of the ICLEI which is a UNITED NATIONS entity that WILL TAKE AMERICA down if the PEOPLE do not ASSEMBLE NOW !!! They are 15 year members of this entity of which is designed to have a ONE WORLD ORDER and to DEPOPULATE. Listen to past Vancouver City Council meetings and Clark County Council – Board of Health that CITIZENS have put on PUBLIC RECORD to tell You the PEOPLE THE TRUTH !!!

This council has effectively taken OUR FIRST AMENDMENT RIGHTS AWAY by simple policy changes. Now the CITIZENS can not SPEAK Their three minutes as the # 1 calendar shows; but now the COMMUNITY FORUM is NOT RECORDED and Our three minutes to say whatever WE want WILL NOT and DID NOT happen !!!

Example: The “State of The City” was supposed to be the first time WE THE PEOPLE could finally SPEAK at a COMMUNITY FORUM – but the mayor and her United Nations agenda’s want to take American down to have the one world order. This particular meeting was out four weeks early with an RSVP – a few Citizens were there; but mostly the Friends of the mayor !!! THIS MUST STOP NOW !!!

WAKE UP VANCOUVER CITIZENS and ALL of CLARK COUNTY CITIZENS NOW !!!



Search

was Community Forum! Now "State of the City"

Calendar of Events

Calendar of Events

Submit a Community Event

March 2023

« Prev Next »

Wake up Vancouver & ALL of Clark County

Type Department Boards and Committees

Sun	Mon	Tue	Wed	Thu	Fri	Sat
26	27	28	1	2	3	4
5	6	7	8	9	10	11
City Council Meeting 6:30pm						
12	13	14	15	16	17	18
City Council Meeting 6:30pm						
19	20	21	22	23	24	25
City Council Meeting 6:30pm						
26	27	28	29	30	31	1
City Council Community Forum 6:30pm						

Add to Outlook (iCal)

Add to Google Calendar

No 1st Amendment Rights !!!

2/27/2023 1:33 PM

Vancouver City Council

2023 Meeting Calendar



#1

January

S	M	T	W	Th	F	S
1	2	3	4	5	6	7
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February

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31						

3-4

Regular Meeting Consent Agenda Meeting & Community Forum Holiday/5th Monday—No Meeting (see details on back)

Workshops 4 – 6 p.m., unless otherwise noted on agenda. All meetings begin at 6:30 p.m.

Vancouver City Council

2023 Meeting Calendar



#2

January

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March

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December

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10	11	12	13	14	15	16
17	18	19	20	21	22	23
24	25	26	27	28	29	30
31						

Regular Meeting

Community Forum

Holiday/5th Monday—No Meeting (see details on back)

Workshops 4 – 6 p.m., unless otherwise noted on agenda. All meetings begin at 6:30 p.m.

From: [City of Vancouver - Office of the City Manager](#)
To: [Dollar, Sarah](#)
Subject: FW: Scanned image from Fort Vancouver Regional Library
Date: Monday, March 27, 2023 12:20:00 PM
Attachments: [FVRL 20230327_105958.pdf](#)

This came to the CMO inbox.

Take Care Always,

Shannon Ripp | Senior Support Specialist

CITY OF VANCOUVER, WASHINGTON
City Manager's Office
P: (360) 487-8607
www.cityofvancouver.us

-----Original Message-----

From: no-reply@fvrl.org <no-reply@fvrl.org>
Sent: Monday, March 27, 2023 12:00 PM
To: City of Vancouver - Office of the City Manager <CMO@cityofvancouver.us>
Subject: Scanned image from Fort Vancouver Regional Library

[You don't often get email from no-reply@fvrl.org. Learn why this is important at <https://aka.ms/LearnAboutSenderIdentification>]

CAUTION: This email originated from outside of the City of Vancouver. Do not click links or open attachments unless you recognize the sender and know the content is safe.

Reply to: FVRL Public Copier <no-reply@fvrl.org> Device Name: LC Public Copier Device Model: BP-70C31
Location: LC

File Format: PDF MMR(G4)
Resolution: 200dpi x 200dpi

Attached file is scanned image in PDF format.

MARCH 27, 2023

THIS VANCOUVER CITY COUNCIL HAS EFFECTIVELY TAKEN OUR
FIRST AMENDMENT RIGHTS AWAY

THIS PARTICULAR MEETING WAS to be a COMMUNITY FORUM of which I have a copy of the calendar of this meeting. HOWEVER, this council had changed the meeting from WE THE PEOPLE able to SPEAK 3 minutes on any subject ~ is now a STATE OF THE CITY of which had to be RSVP'd three weeks early !!! Most Citizens did not know this, nor are they able to attend RSVP – only the mayors privy few !!!

This council CANCELLED a regular meeting this month so they and the UN-ELECTED BOSS of Vancouver, Eric Holmes could spend over a week in JAPAN and NO CITIZEN had a clue !!! Listen to all City Council meetings !!!

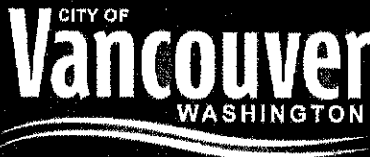
I have put to PUBLIC RECORD much information to READ.

GET ACTIVE IN OUR LOCAL GRASS ROOTS government before it's too late !!!

WAKE UP VANCOUVER and ALL OF CLARK COUNTY NOW.

This council is 15 year members of the UNITED NATIONS the ICLEI and it must be stopped now or they WILL CONTINUE their Marxist, communist socialist AGENDAS as criminal biden and elitists are out to HAVE A ONE WORLD GOVERNMENT and TO DEPOPULATE !!!

LISTEN TO FM RADIO 101.1 daily at noon to hear THE TRUTH about the nightmare You are waking up to.



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

City Council Meeting Agenda March 27, 2023

MARCH 27, 2023 CITY COUNCIL COMMUNITY FORUM

Firstenburg Community Center - 700 NE 136th Ave, Vancouver, WA

Public Notice

There will be no City Council meeting on March 27, 2023.

Firstenburg Community Center is served by C-TRAN. Route information and schedules are available online at www.c-tran.com. You also may reach C-TRAN at (360) 695-0123 for more information on times, fares, and routes.

City Hall is served by C-TRAN. Route information and schedules are available online at www.c-tran.com. You also may reach C-TRAN at (360) 695-0123 for more information on times, fares, and routes.

Anyone needing language interpretation services or accommodations with a disability at a Vancouver City Council meeting may contact the City Manager's staff at (360) 487-8600 (Voice/TTY 487-8602). Assistive listening devices and live Closed Captioning are available for the deaf, hard of hearing and general public use. Please notify a staff person if you wish to use one of the devices. Every attempt at reasonable accommodation will be made. To request this agenda in another format, please also contact the phone numbers listed above.

PUBLIC NOTICE

Vancouver City Council Community Forum

Monday, March 27, 2023

**Firstenburg Community Center
700 NE 136th Ave
Vancouver, WA**

Doors Open: 5:30 p.m.

State of the City: 6:00 p.m.

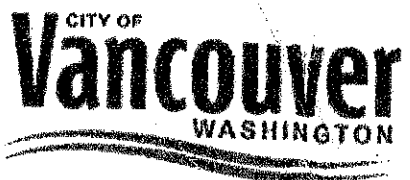
City Council Community Forum: Immediately following the State of the City

The location of the Vancouver City Council Community Forum will be at the Firstenburg Community Center.

Following the State of the City, the City Council will host an in-person Community Forum. Due to space constraints, RSVP's are closed. Instructions will be provided on-site.

The Community Forum will run for up to 90 minutes or end earlier if all who wish to speak have had an opportunity. The Community Forum is a special event for the public to discuss with Council in an informal setting about "Big Picture Questions" to help shape the City's Comprehensive Plan, a long-term vision for our community. CVTV will not be recording or broadcasting the forum. Additional information can be found at:

State of the City | City of Vancouver, Washington, USA



Search

was Community Forum! Now "State of the City"

Calendar of Events

Calendar of Events

Submit a Community Event

March 2023

« Prev Next »

Wake up Vancouver & All of Clark County

this meeting
WILL NOT BE
Recorded by CTV!

Type Department Boards and Committees

Sun	Mon	Tue	Wed	Thu	Fri	Sat
26	27	28	1	2	3	4
5	6	7	8	9	10	11
City Council Meeting 6:30pm						
12	13	14	15	16	17	18
City Council Meeting 6:30pm						
19	20	21	22	23	24	25
City Council Meeting 6:30pm						
26	27	28	29	30	31	1
City Council Community Forum 6:30pm						

Add to Outlook (iCal) Add to Google Calendar



NOTE: This is one of
only four "community"
forums allowed! *per*
year!

Search

No First Amendment Rights

I want to...

State of The City 2023

*in the
Vancouver
City Council.*

Contact Information

Council Chambers

415 West 6th Street (2nd
Floor)

Mayor & Council Office

415 West 6th Street (2nd
Floor)

Monday through Friday,
8 am-5 pm, by appointment
only
(360) 487-8629

City Manager's Office

415 West 6th Street (2nd
Floor)
(360) 487-8600

P.O. Box 1995
Vancouver, WA 98668-1995

[View Full Contact Details](#)

Calendar Date:

Monday, March 27, 2023 - 6:00pm

[Back to Calendar](#)

After two years celebrating virtually, the City of
Vancouver invites the community to come together,
once again, for the annual State of the City event.

RSVP here.

*No Citizen would see
this as early as
it is.*

With the inclusion of the new Council Community Forum, this year's
State of the City is a departure from previous events. The speech
and forum will invite attendees to discuss "Big Picture Questions" to
help shape the City's Comprehensive Plan, a long-term vision for
our community. After Mayor Anne McEnery-Ogle's address, the
Council Community Forum will begin.

Live American Sign Language, Spanish and Russian interpretation
will be provided. To request accommodations or translation at the
event, please contact William Cooley at 360-624-0718
or william.cooley@cityofvancouver.us.

Light refreshments will be provided. Seating is limited and will be
done on a first-come, first-seated basis.

Community Event Contact Information

Contact Person: City Communications Team

Email Address: cityinfo@cityofvancouver.us

Location

Firstenburg Community Center
700 NE 136th Avenue
Vancouver, WA 98684
See map: [Google Maps](#)

Upcoming Events

- City Council Meeting -
Canceled
03/13/2023 - 6:30pm

seam to VCC

No parking for employees

CITY OF
Vancouver
WASHINGTON

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

Mayor's agenda in Japan.

SEH - Japanese company

City Council Meeting Agenda

March 20, 2023

Sarah - 4th plain W. of
Gosnell.

7:15ish

Mitso - United Grain

I walked out to get papers.
Mayor a council time.

In accordance with the Open Public Meetings Act (OPMA), the Vancouver City Council meeting will be open to in-person attendance. Options for viewing and/or participating in the meeting remotely will also be accommodated (see details below). The City Council will be attending this meeting in person.

All City Council workshops and meetings are broadcast (live closed captioning available) on www.cvtv.org, CVTV cable channels 23 / HD 323, and on the City's Facebook page, www.facebook.com/VancouverUS.

Public testimony will be accepted regarding any matter on the agenda below. **Advance registration will be required (see details below).**

Unless otherwise announced by the Presiding Officer, each speaker may testify once for up to three minutes under each public testimony opportunity below and will be asked to provide their name and city of residence for the record.

Testimony will be accepted in the following manner:

- **Written comments submitted in advance**

Comments may be sent to council@cityofvancouver.us until 12:00 p.m. March 20. Comments will be compiled and sent to the City Council and entered into the record.

- **In-person or remote testimony during the meeting**

Register in-person at City Hall. In-person registration is open until 6:30 p.m. on March 20. Instructions will be provided on-site.

Register to testify online. Online registration is open until 12:00 p.m. on March 20.

Rotary Club
went to
Japan!

There will be no discussion on these items unless requested by Council. If discussion is requested, the item will be moved from the Consent Agenda and considered separately - after the motion has been made and passed to approve the remaining items.

1. **Bid Award for the Water Station 4 Wellhouse 4B Replacement Project, per Bid #23-04**

Staff Report: 039-23

Request: On March 20, 2023, award a construction contract for the Water Station 4 Wellhouse 4B Replacement project to the lowest responsive and responsible bidder, Odyssey Contracting, LLC of Yacolt, Washington at their bid price of \$505,348.38, which includes Washington State sales tax, and authorize the City Manager or designee to execute the same.

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

2. **Contract with Avolve Software to upgrade electronic plan review software to cloud-hosted platform**

Staff Report: 040-23

Request: Authorize the City Manager or their designee to sign the contract with Avolve Software Solutions for their cloud-hosted electronic plan review system.

Jason Nortz, Development Review Division Manager, 360-487-7844; Rich McKee, Interim Application Services Manager, 360-487-7670

3. **Interlocal Agreement with Clark County - Curtin Creek Community Park**

Staff Report: 041-23

Request: Authorize the City Manager or designee to execute an Interlocal Agreement with Clark County for the transfer of right-of-way and granting of access and utility easement rights related to the Curtin Creek Community Park Development.

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

4. **Park Land Acquisition - Expansion of George & Hazel Stein Neighborhood Park**

Staff Report: 042-23

Request: Authorize the City Manager, or their authorized designee, to accept the Purchase and Sale Agreement for acquisition of the Evergreen Bible Church property through a Bargain and Sale Deed.

AN ORDINANCE approving with conditions the concept development plan for the Kevanna Park Meadows Planned Development; and providing for severability and an effective date.

Request: On Monday, March 20, 2023, subject to second reading and a public hearing, approve the Ordinance, with conditions, approving the planned development; and grant preliminary plat approval of the proposed subdivision.

Andrew Reule, Senior Planner, 360-487-7891

Communications

- A. From the Council**
- B. From the Mayor**
- C. From the City Manager**

EXECUTIVE SESSION RE: REAL ESTATE DISPOSITION (30 MIN)

Adjournment

City Hall is served by C-TRAN. Route information and schedules are available online at www.c-tran.com. You also may reach C-TRAN at (360) 695-0123 for more information on times, fares, and routes.

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My name is Kimberlee Eileen Elbon,
Life citizen of Clark Co. born here in
Vanc. WA USA. I will be speaking
on items in the Voucher to be passed
tonight. Anata wa bōkundesu -
you are tyrants

Nihon ni kaeru - go back to Japan.
That was my attempt in Japanese
to tell this Council "You are tyrants,
go back to Japan. There are plenty
advancements to Council members including
the mayor & the city manager - boss of Vanc.
for a trip to a sister city in Japan.
Some were there a week or more and
there was no mention at all as to
this trip to the Vanc. citizens; as
that was the reason they cancelled
March 13th's Regular meeting. This
also stopped citizens from speaking
or attending ^{the regular meeting} such as what happened
on Feb. 13th also. The Public could not

not have a clue this was happening
It will not be held here at City Hall,
but ~~with~~ ^{Hard earned TAX DOLLARS will} pay Firsenburg Community Center
to hold this elite meeting as I'm sure
the mayors people were privy to the
3wk early RSVP. The State of the
City is not listed on their 'agenda's
& meetings" web site. They are
Communist & do not want to hear from
the people.

Women's History Month -
~~Did we or~~

I ask now - Do You
want Equity or Equality?
Think about it.

I Believe we want ~~at~~
Equality.

[Home / About us](#)

About us

We are a global network of more than 2500 local and regional governments committed to sustainable urban development.

Discern - JBS.org
Agenda 21-2030

Followers of A New world order and to !!!
Depopulate !!!

ICLEI – Local Governments for Sustainability is a global network of more than 2500 local and regional governments committed to sustainable urban development. Active in 125+ countries, we influence sustainability policy and drive local action for low emission, nature-based, equitable, resilient and circular development.

We bring sustainability to a rapidly developing urban world.

ICLEI makes sustainability an integral part of urban development and creates systemic change in urban areas through practical, integrated solutions. We help cities, towns and regions anticipate and respond to complex challenges, from rapid urbanization and climate change to ecosystem degradation and inequity.

The local and regional governments in our network confront these challenges by incorporating sustainability into day-to-day operations and policy. We invest in the capacity and knowledge needed to design solutions and make decisions informed by data, scientific evidence and local realities and pressures. Our five pathways towards low emission, nature-

Cookie policy

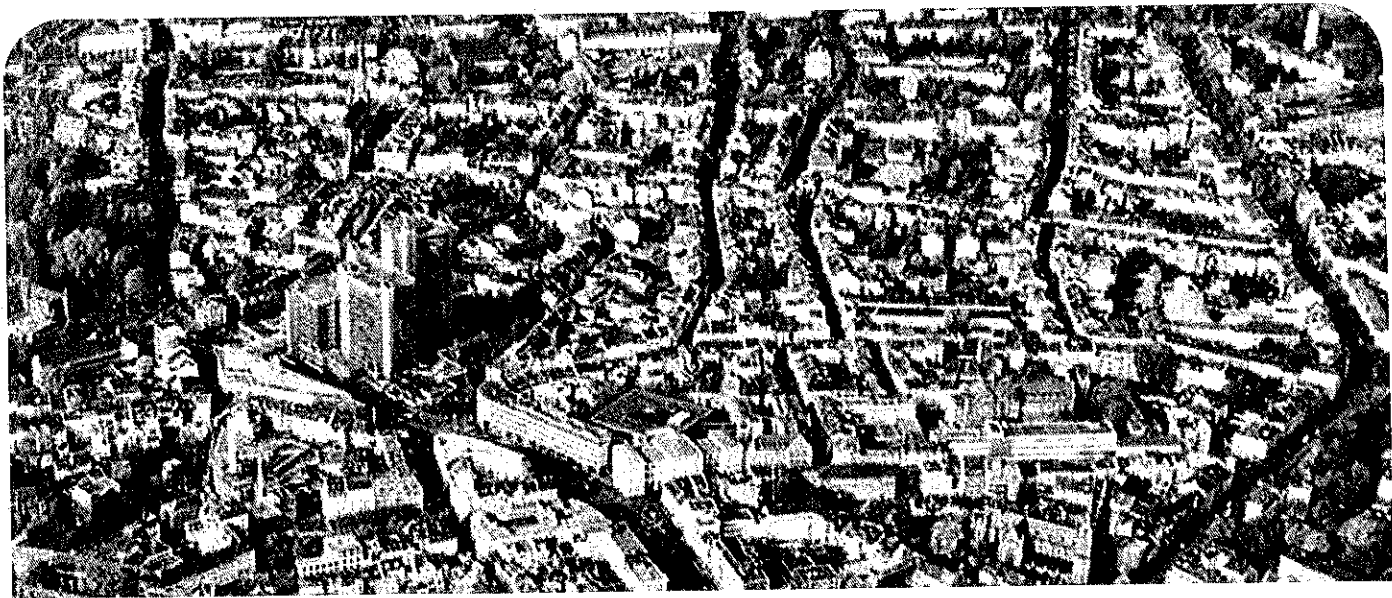
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DONATE

Support the work of the ICLEI World Secretariat with a donation



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Our Members and team of experts work together through peer exchange, partnerships and capacity building to create systemic change for urban sustainability.

ICLEI creates connections among the local, regional, national and global governmental levels. We advocate for robust national and global sustainability policies that reflect the interests of local and regional governments and their communities.

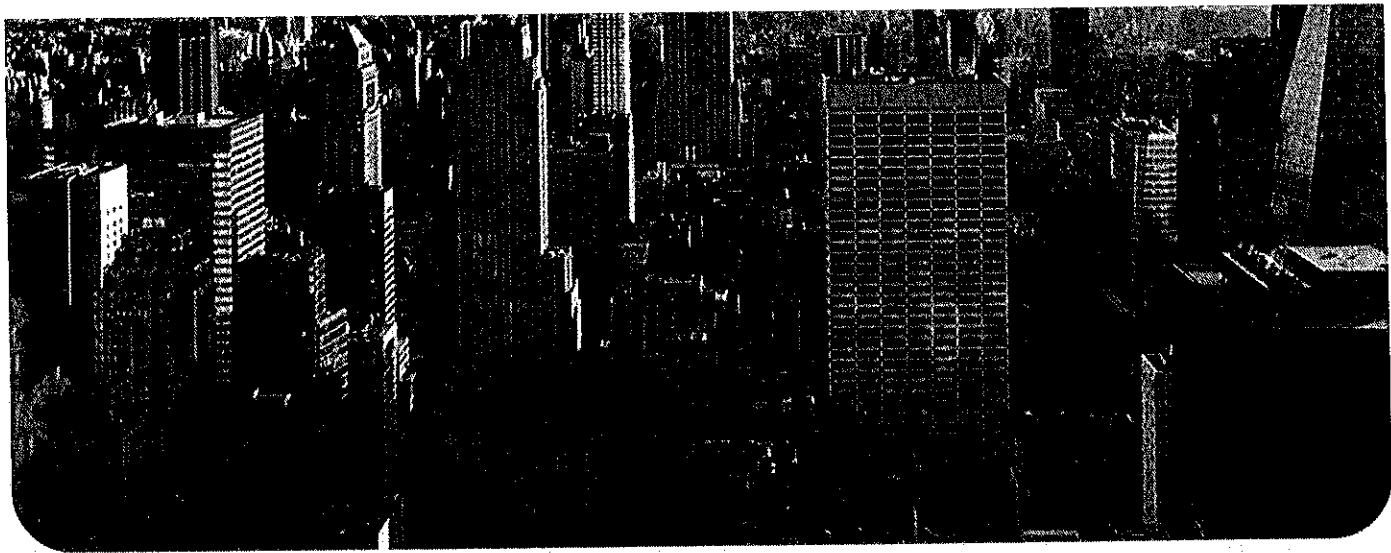
ICLEI forges strategic alliances with international organizations, national governments, academic and financial institutions, civil society and the private sector. We create space for innovation within our multi-disciplinary teams and work alongside our partners to create new ways to support sustainable development at the urban scale.

The Core Values of ICLEI World Secretariat (ICLEI eV)

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When a pioneering group of local and regional governments founded ICLEI, they took action before sustainability was widely viewed as fundamental to development. For decades, our efforts have continued to put sustainability at the top of the agenda for local and regional governments across the world. Over time, ICLEI has expanded and developed, and we are now working in over 125 countries, with global experts in more than 24 offices.

Through our collective efforts to build a sustainable urban world, ICLEI is shifting the trajectory of global development.

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4



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Fax +49-228 / 97 62 99-01

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5-5

NYC & Richmond Virginia are ILGBT members. At JBS.org you can learn how damaging these UN memberships are - and the VCC are joining forces to take down America & the constitution. JBS.org.

MEMORANDUM

DATE: March 20, 2023

TO: City Council and Planning Commission

FROM: Eric Homes, City Manager

RE: City Council and Planning Commission Joint Work Session - Equity Framework

CC: Chad Eiken, Director, CDD; Rebecca Kennedy, Deputy Director, CDD; Domenic Martinelli, Senior Long-Range Planner, Bryan Snodgrass, Principal Planner

Intent

Provide an initial opportunity for the Council and Planning Commission to discuss integrating equitable processes and outcomes into the Comprehensive Plan Update, and collect initial thoughts and feedback that will feed into the Plan's Equity Framework.

Background

The City of Vancouver's Comprehensive Plan provides the overall long-term vision and policy direction for managing the built and natural environment in Vancouver and providing necessary public facilities to achieve that vision. The City adopted its first comprehensive plan under Washington's Growth Management Act in 1994 (Chapter 36.70A RCW), with a major re-write occurring in 2004, and a less substantive update occurring most recently in 2011.

On February 27, 2023, City Council authorized a resolution which established a chartering process to update the City's Comprehensive Plan and Title 20 Land Use Code, consistent with regulatory requirements under the Growth Management Act, and in response to recent changes that have occurred in the community. The first major milestone in that charter is to develop an overarching equity framework that serves as a foundation for the overall effort and does the following:

- Acknowledges existing and historical inequities as well as local efforts to catalyze change that results in different outcomes in the future;
- Clearly articulates how historically underrepresented, excluded and negatively impacted communities will be elevated during the process;
- Ensure such communities have meaningful and tangible opportunities to lead process and policy design;
- Define what equity means for the project and how success will be measured;
- Differentiate between equitable process development and equitable outcomes; and
- Serve as a decision-making framework for which goals, objectives, policies, and implementation methods are established.

Project Scope

The equity framework that is established will directly influence how the remaining process will be designed, facilitated and executed. Below are the five key tasks that have been identified during the scoping process, and how they relate to the chartering framework that was adopted:

Task	Integrating Element	Description
Community Partnership	- Equity Framework - Community Partnership Framework	Establish a process to develop and create the plan with members of the community, and conduct community engagement activities in a method consistent with state law.
Comprehensive Plan	- Goals Framework - Land Use Framework - Policies	Perform a holistic re-write of the existing Comprehensive Plan, that includes defining a new set of goals, objectives, policies, and overall strategy that responds to the issues and needs identified during the process of co-creation with plan stakeholders and the public as well as data and analysis of long-term trends that will affect the community in the future. The plan strategy will establish an overall land use framework that specifies where and how the City will grow and the infrastructure needs necessary to achieve that vision, as well as overall strategies related to housing, climate, environment, resiliency, community health, public facilities and services, economic development and opportunity, and achieving equitable outcomes.
Implementation Strategy	Implementation Methods	Develop a detailed strategy for implementing the goals, objectives, policies, and overall strategy outlined within the revised plan, including recommendations for future programs and policy work, and a public facing tool to help staff and members of the public understand how implementation of the plan is progressing over the long term.
Title 20 Land Use Code Update	- Code Concepts - Code Framework	Modify the existing zoning code (Title 20 of the Vancouver Municipal Code) to reflect the goals and policies identified in the revised plan and achieve the community's vision;
CEQA	Inputs will be derived from preferred alternative identified in the Land Use Framework	Complete the Environmental Impact Statement (EIS) process in compliance with the State Environmental Policy Act (SEPA);

Workshop Structure

As an initial step in developing the plan's equity framework, this workshop is intended to provide information and examples of how equity has been integrated into land use planning processes in other jurisdictions, and gather initial thoughts and feedback from the Council and Planning

Equity, sustainability, diversity, inclusion
ARE ALL united nations socialist
wording.

Commission on integrating equity into the City of Vancouver's process. The workshop will be centered around evaluating and reviewing key takeaways from three relevant case studies where a specific equity framework was established to guide either an overall planning effort or initiative:

1. Richmond, VA Equity Agenda
2. NYC Parks: Framework for an Equitable Future
3. Renton, WA Equity Lens

The Constitution
is under
attack!

Schedule

- **4:00 p.m. – Welcome**
 - Purpose and Objectives
 - Agenda Overview
- **4:10 p.m. – Key Takeaways from Equity Framework Examples**
- **4:30 p.m. – Break**
- **4:35 p.m. – Breakout Discussions**
 - Group 1: Richmond, VA Equity Agenda
 - Group 2: NYC Parks: Framework for an Equitable Future
 - Group 3: Renton, WA Equity Lens

Discussion Questions

- What resonates with you about the equity and racial equity frameworks broadly?
- What challenges you?
- What resonates with you about (insert specific topic related to framework being discussed, i.e. equity definitions, process steps, guiding principles, etc.)?
- **5:15 p.m. – Breakout Group Report Outs**
- **5:30 p.m. – Closing Discussion**

Discussion Questions:

 - Are there key takeaways or lessons from the examples you looked at that are applicable to this effort?
 - What does an equitable future look like for the City of Vancouver? What needs to change in order to realize that vision?
- **5:55 p.m. – Next Steps**
- **6:00 p.m. – Adjourn**

Groups

Group 1	Group 2	Group 3
Facilitator: Radhika Nair Staff: Lon Pluckhahn Notetaker: Wren Barulich	Facilitator: Nicole McDermott Staff: Eric Holmes Notetaker: MJ Jackson	Facilitator: Anne Pressentin Staff: Lisa Brandl Notetaker: Alexis Lorenz
CC/PC Members		
Mayor Anne McEnery-Ogle	Bart Hansen	Kim Harless
Sarah Fox	Diana Perez	Chair Marjorie Ledell
Larry Blaufus	Steve Schulte	Melissa von Borstel
Zachary Pyle, Vice Chair	Patrick Adigweme	Nena Ceval

Next Steps

After conclusion of the workshop, City Staff will compile feedback and input received from the Council and Planning Commission and gather additional information from the project's Equity Team and City staff leading community engagement and Diversity, Equity and Inclusion (DEI) efforts. The project team will return for two additional workshops in May to discuss both the draft Equity Framework and Community Partnership Framework.

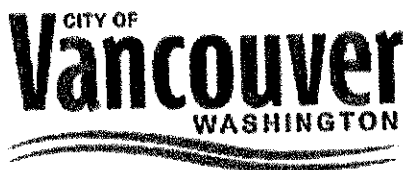
Staff Contacts

Rebecca Kennedy, Deputy Director, Community Development,
Rebecca.Kennedy@cityofvancouver.us

Domenic Martinelli, Senior Long Range Planner, Community Development;
Domenic.Martinelli@cityofvancouver.us

Attachments:

Equity Frameworks: Summary of Examples
NYC Parks Framework
Renton Equity Lens
Richmond Equity Agenda



Search

I want to...

Contact Information**Council Chambers**

415 West 6th Street (2nd Floor)

Mayor & Council Office

415 West 6th Street (2nd Floor)

Monday through Friday,
8 am-5 pm, by appointment only
(360) 487-8629

City Manager's Office

415 West 6th Street (2nd Floor)
(360) 487-8600

P.O. Box 1995
Vancouver, WA 98668-1995

[View Full Contact Details](#)

Upcoming Events

- City Council Meeting
03/20/2023 - 6:30pm
- State of The City 2023

State of The City 2023

Calendar Date:

Monday, March 27, 2023 - 6:00pm

[Back to Calendar](#)

After two years celebrating virtually, the City of Vancouver invites the community to come together, once again, for the annual State of the City event.

RSVP here.

Full as of March 13th or sooner.

With the inclusion of the new Council Community Forum, this year's State of the City is a departure from previous events. The speech and forum will invite attendees to discuss "Big Picture Questions" to help shape the City's Comprehensive Plan, a long-term vision for our community. After Mayor Anne McEnerny-Ogle's address, the Council Community Forum will begin.

Live American Sign Language, Spanish and Russian interpretation will be provided. To request accommodations or translation at the event, please contact William Cooley at 360-624-0718 or william.cooley@cityofvancouver.us.

Light refreshments will be provided. Seating is limited and will be done on a first-come, first-seated basis.

Community Event Contact Information

Contact Person: City Communications Team

Email Address: cityinfo@cityofvancouver.us

Location

Firstenburg Community Center
700 NE 136th Avenue
Vancouver, WA 98684
See map: [Google Maps](#)

*Tax Dollars
waived
here.*

1-3



Search

Why is the "Community Forum" now changed to "State of the City" not on your web site?

Home » City Council Home

Meetings

No Publr? RSVP FULL 3 weeks early!

In August 2018, a new system to publish City Council Agendas and Minutes was adopted. Information (agendas, staff reports, minutes, etc.) pertaining to Council meetings before that date is available below.

Information for City Council meetings after July 2018 is available on the new page by following this link.

From To Department Boards and Committees

Date	Meeting	Agendas	Minutes	View
04/17/2023 - 6:30pm	City Council Meeting			View Details
04/10/2023 - 6:30pm	City Council Meeting			View Details
04/03/2023 - 6:30pm	City Council Meeting			View Details
03/20/2023 - 6:30pm	City Council Meeting	Agenda		View Details
03/13/2023 - 6:30pm	City Council Meeting - Canceled			View Details
03/06/2023 - 7:00pm	Vancouver Transportation Benefit District Meeting - March 6, 2023	Agenda		View Details
03/06/2023 - 6:30pm	City Council Meeting	Agenda		View Details
02/27/2023 - 6:30pm	City Council Meeting	Agenda		View Details

THE CITY / march 27, 23
NO STATE OF THE CITY? why?

Sun

Mon

Tue

Wed

Thu

Fri

Sat

State of The

City 2023

6:00pm

Add to Outlook (iCal)

Add to Google Calendar

2 weeks ago this showed
"Community Forum"

[Home](#)[Sitemap](#)[Employee portal](#)[Legal notices](#)[Accessibility](#)[Wi-Fi](#)[Login](#)[Select Language](#) ▼

the People were un-aware of
this change and that there was an
RSVP! The March 27th, '23

meeting was a "community Forum"; of
which the Citizens get ONLY 3 minutes
every 3 months! Taking our First
Amendment Rights away again.

WAKE UP Vancouver and ALL
of Clark County Washington
USA.

Kimberlee Goheen Elbon ~ Serving God Family Country with all My Heart Amen.
Clark County Life Citizen

Do not Black out my email -
we4the4people@aol.com

* 1-6 3-20-23

A Reply is Requested to my concerns -

Customer Comment Card

Name: Kimberlee Elborn 4:52pm

Address: La Center, wa

Phone: [REDACTED] Email: [REDACTED]

Date: Feb. 13, 23 a Monday at what SHOULD BE

A PUBLIC council meeting with plenty of

We appreciate your feedback - thank you!

Room for Citizens to Participate;

Comments will be forwarded to the appropriate department for review and response.

However, the ONLINE TIME for today's meeting
was shown as 6:30pm! The correct time ONLY
showed up today! I DO NOT Believe this
meeting complies to the "Public" Meetings
Law; as the "Public" did NOT have
accurate time! This is also by DESIGN.
This council, the CC council/BOT, city & county
managers - *NOT ELECTED* - DO NOT WANT THE
citizens to interrupt their Local Tyrannical
Un-Constitutional government - Following

continue next page

Continued--- the United Nations, W.H.O.
C.D.C., W.H.I. and ELETISTS that are now
carrying out AGENDA 21-2030 for a

Name:

Address: one world order government AND

Phone:

Depopulate Email: Do not tell me you

are not aware of this. The Citizens
are about to wake up to this nightmare

We appreciate your feedback - thank you!

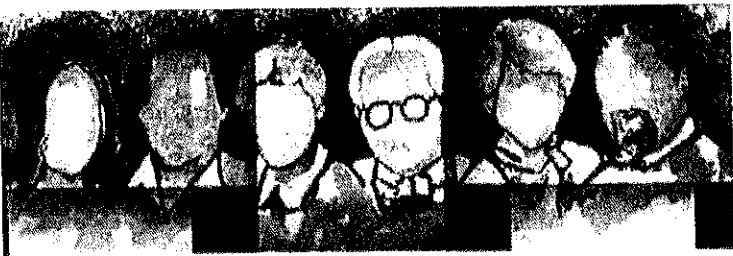
that you ALL comply to,

Comments will be forwarded to the appropriate department for review and response.

I drove over 25 miles to attend this
meeting IN PERSON and I Believe I
have been Discriminated against,
as I am the only Person who is here,
turned down & said to listen in the
Aspen Room! I also request how many
People were in attendance in the Birch
Room & what is the maximum capacity?
I received no materials that others
part took and The "Public" Notice was
NOT transparent. Kimberlee Elbon

(36) 2 of 2

copies made, and
handed in City Hall 2-13-23



Vanc. City council
members of the UN
called the ICLEI-
(JBS.org) they follow
a two fold agenda-
1. weaken America for a
oneworld socialistic
governmental order
2. Depopulated Public
Records will show

At the City of Vancouver, ➔

We Respect, Support and Value diversity.

<http://citynet/CMO/Diversity>

4-6

at the Clark County
Council / Board of
Health. Public Record

Watch Oct. 24, 22
play last 10 minutes
& see socialism in
action. That is Me
and I have a notice
of Lawsuit!
Charles Elton

* 5-6

From: Wynn Grich
To: Dollar, Sarah; Sara.Lamnin@hayward-ca.gov; Rebecca Messinger; Harris, Rep. Paul
Subject: Fwd: People are Dying from the CV19 Vax & It's Preventable – Dr. Pierre Kory
Date: Wednesday, February 8, 2023 10:56:58 AM

CAUTION: This email originated from outside of the City of Vancouver. Do not click links or open attachments unless you recognize the sender and know the content is safe.

----- Forwarded message -----

From: rcoones102 <[REDACTED]>
Date: Wed, Feb 8, 2023 at 10:35 AM
Subject: People are Dying from the CV19 Vax & It's Preventable – Dr. Pierre Kory
To:

Please put this on public record. Share with the councils and Dr. Melneck, confirm that you did.

Thanks
Wynn

People are Dying from the CV19 Vax & It's Preventable – Dr. Pierre Kory

<https://rumble.com/v28p9og-people-are-dying-from-the-cv19-vax-and-its-preventable-dr.-pierre-kory.html>

Join Greg Hunter as he goes One-on-One with Dr. Pierre Kory, one of the top pulmonary and Covid Critical Care experts on the planet, who is co-founder of the Front Line Covid-19 Critical Care Alliance (flccc.net) and author of the upcoming book "The War on Ivermectin" for 2.7.23.

Sent with [Proton Mail](#) secure email.

Citizens do not need their information blacked out, They know this is public record & important information should be shown.

I will put on Public Record tonight.
#6-6

GOOD DAY Mr. Ken Vance ~

Monday March 13, 2023

My name is Kimberlee Goheen Elbon life Citizen of Clark County Washington USA. ***First - I want to say I will be writing a rebuttal to a libel letter written by Wynn Grich – 'Tis the season to lose your freedoms fa la la la...la la la !' on January 3, 2023. I will say now that I will absolutely not put up with gossip or lies about Me or Others when I know The Truth. As an Active Citizen in Our Local Grass Roots Government; I must, say what I mean and mean what I say – period. God has sharpened Me and I am Protected I Believe as I serve Him and give Him ALL The Glory Amen. I am a Humble Lover of Jesus and I do My best when I'm out and about. Again, I will be writing a rebuttal.

***Second - I Actively SPEAK UP at Vancouver City Council meetings, Clark County Council and CCBoard of Health (one in the same members AND the big boss of Clark County is UN-ELECTED Clark County Manager Kathleen Otto.) Vancouver has taken Our First Amendment Rights away; as Citizens We will 'get' three minutes every three MONTHS to SPEAK at "Community Forums" !!! This is wrong. Last week I looked at the VCC meeting calendar and noticed TODAYS (3-13-'23) 'Regular Council Meeting' is CANCELLED due to they can not meet QUORUM !!! I put in a Public Records Request last week with no reply as of today. So this morning I called the Vancouver Managers Office (another UN-ELECTED boss Eric Holmes of Vancouver) and was told that most if not all VCCouncil Members are in Our Sister City – Joyo JAPAN !\$!\$ I wonder if they are meeting in the same places; which in My mind would constitute a quorum out of Our Nation ? THIS CANCELTION WAS NOT on their web site, nor do they want You to even care or know ! NOTHING letting the Citizens know they are traveling. Shame as they use the zoom sleep as a tool to keep US away in ASSEMBLY and guess what – it's working so far. It's a shame. Their webs sites are in great error at times. I always make written note and call to let them know. This is the second cancellation in 30 days. I also consider a few weeks ago when they had a 'TRUE COLOR' agenda, a "cancellation of the PUBLIC" as the Public was invited to as a regular in-chamber meeting; but with the way they put out misleading or non-transparent information is as follows. The Birch room was where this City Council Meeting took place; knowing there is not enough room for ANY Citizen to actually attend that meeting. I drove from La Center to attend in Person and was told to go to The Aspin room where I can "listen to the Council meeting 'in person'." For as much as I know about this tyrannical domestic enemy of a council – they are effectively CUTTING PATRIOT CITIZENS OUT !!! That is what a socialistic, marxist communistic government does – IT SILENCES THE PEOPLE and most of You reading this know that fact. STAND UP at all government Council meetings – school board and parent meetings – police and emt meetings; as tax dollars go to them as they unknowingly at times, 'comply' to this new government

order that is actively in play in all Cities in Clark County Washington USA. Even the Red Cross is involved and I'll add a personal note – I am un-jabbed and can not Trust ANY blood these evil days. My opinion. You know that many good intentioned organizations go astray given long enough to choose evil doings over Good. WE MUST ASSEMBLE and EVERY BODY COUNTS Amen.

***Thirdly – Clark County Council will have a meeting this Wednesday March 15, 2023 at 9am. You can SPEAK for three minutes on agenda items; but I have found a way to not only speak on items; but to say it in a way that shows the Public how Our hard earned Tax Dollars are being used to follow United Nations etc. agendas. 1. Public comments on agenda items only (don't let that scare You. There's always something to Speak on.) 2. Old Business has 2.1 Minutes for March 8, '23 (I always look at those minutes; as I can Speak on them and that really works well, especially if it was a sore topic with the council.) 2.2. JAIL update !!! Who can't Speak Up on how CC Manager UN-ELECTED Kathleen Otto controls all of Our Police/Sheriffs !!! AnyOne ??? Read the AGENDA and also notice another CCC meeting on March 21, 2023 at 6pm coming up. The agenda – "Approval of a Public Participation Plan" for the 2025 Comprehensive Plan update. Very important topics folks and they will continue with growing as large and powerful as they can at Your dollar. It's called Big Government and Our ForeFathers warned US about this and through Godly men and women – We have The Constitution – and WE MUST STAND IN ASSEMBLY in PERSON or some active means to Fight This Good Fight For God, Family and Country Amen. THREE MINUTES OF YOUR TIME.

On March 27, '23 a Monday at 6 pm (usually 6:30pm) VCC will have what would be a "Community Forum" where We Speak for three minutes on anything. But I noticed they are using the heading "STATE OF THE CITY 2023" and remember I mention transparency ~ it looks like Citizens must RSVP to attend this 'Regular City Council Meeting.' Oh – seating is LIMITED and will be done on a "first-come, first-seated basis" !!! They do not want You there !!! THIS PARTICULAR MEETING is the first this year; as they 'allow' community forum ONLY 4X a year now !!! This is not a normal community forum. PLEASE read their web site and STAND or call.

On February 28, 2023 the CCC had a lengthy meeting and about two and a half hours in, they spoke 45 minutes about taking The Citizens' Speaking time away or cut it as VCC has done. PLEASE find those 45 minutes and LISTEN – in My opinion they slap Our faces a few times; but noOne will know unless they listen and discern for Yourself. Search the Vancouver City Council meetings and the Clark County Council meetings and take the time God has given US doing His Good Works Amen. Has He Called You ???

Kimberlee Goheen Elbon we4the4people@aol.com cc: Lars Larson, vcc, ccc



[Home](#) > [August 2022](#) > [Get US Out! of the United Nations](#)

JBS Bulletin: August 2022

GET US OUT! OF THE UNITED NATIONS

Get US out! of the UN with H.R. 7806

by John F. McManus, *President Emeritus*

Simply by its continuing existence, the United Nations grows stronger every day. If not combated and discredited, it will become what its creators have always sought — a world tyranny. But the UN cannot achieve its desired world rule without undermining what remains of the independence of the United States. Should the U.S. sever its ties to the world body, the UN would fade into obscurity, even disappear, as did its League of Nations predecessor.

The United States must remain strongly independent. But a progression of our nation's leaders continuously given evidence of their willingness to carry out steps that amount to committing suicide.

As he campaigned for reelection in 1916, President Woodrow Wilson repeatedly claimed that our nation would not join the then-raging European war. Each such pledge was a bald-faced lie, and our nation did enter World War I because Wilson and likeminded partisans knew that war always means more government. And it even could be employed as the reason to cede sovereignty to a world government — which was the underlying goal Wilson and his allies really wanted.

So, World War I ended and immediately, moves to create a world government led by the League of Nations were launched. Happily, there were enough U.S. senators — the group known as the Irreconcilables — who blocked the Wilson-led plan. The League did win approval from enough other nations to get started but, without U.S. involvement, it never amounted to a serious threat, as posed by its United Nations successor.

The U.S. Senate's rejection of the League of Nations led to the formation of the New York-based Council on Foreign Relations (CFR) in 1921. From its outset, the CFR called for world government to be attained by adopting socialism, scrapping the U.S. Constitution, and other frightening actions. Another war was needed, something President Franklin Roosevelt took steps to bring about. World War II ended in 1945 shortly after the use of the atomic bomb on two Japanese cities. Fear of this new devastating weapon cemented Senate acquiescence to making the U.S. one of the founding nations of the new United Nations. From 50 member nations in 1945, the UN has grown to include 193 nations.

Led by an array of pro-UN partisans, American presidents and congressional leaders have moved our nation steadily toward UN rule and allowed the UN to "rescue" our nation from decades of suicidal policies. For instance, the last year when the U.S. government had a balanced budget was 2001. Currently, the U.S. national debt is over \$31 trillion and there seems to be no plan to deal with this recklessness. But the UN has a plan, and it involves replacing the dollar with a form of currency issued by the UN.

The number of illegal aliens crossing into the U.S. through our southern border has escalated to several million per year. A nation without borders is a nation committing suicide. Be assured that the UN has its own plan to deal with America's continued lack of border protection.

Supplying armaments, advisors, and funds to Ukraine to deal with Russia's invasion is bringing our nation — and others — into that war. Additional involvement by the U.S. with troop deployments is a distinct possibility. The UN stands ready to settle the conflict while improving its increasing dominance over participating nations.

In these and other areas of real concern, the U.S. is weakening itself and opening doors leading to further expansion of the UN's escalating power.

Is there a way out of this danger to continued existence as a free and independent United States? The answer is yes, and returning to sanity must begin with U.S. withdrawal from the world body. Let's make support for full withdrawal a major issue, especially with 2022 being an election year with every seat in the House of Representatives and a third of the Senate up for grabs.

Contact incumbents and candidates — in both the House and Senate — and urge them to support H.R. 7806, the American Sovereignty Restoration Act. And when specifically contacting your senators or candidates for Senate, urge them to introduce a companion bill in

the chamber.

Sponsored by Representative Mike Rogers (R-Ala.) and cosponsored by four other representatives, H.R. 7806 would fully withdraw the U.S. from the UN and all its associated agencies. In other words, passage of this measure will free the U.S. from the ever-growing power of the UN that threatens to control all nations and peoples.

In addition to contacting your officials and candidates, spread the word to others in your community about this topic. A simple way to do this is to share our legislative alert "Get US Out! of the UN" at <https://gojt.us/p6y5>. Our alert will both educate them about the importance of UN withdrawal and give them an easy way to contact their U.S. representatives and senators.

Total loss of U.S. sovereignty is not inevitable. We can save our Republic from the UN's clutches, if we take organized and decisive action.



JBS BULLETINS

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Get US Out! of the United Nations

Abolish Unconstitutional Government

Restore Election Integrity

Birching 101

July 2022

June 2022

May 2022

April 2022

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Managing Director
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Managing Director
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2023

- 2023 Council Meeting Schedule
- 2023 Updated Council Meeting Schedule
- 2023.02.13 City Council Professional Development
- 2023.03.06 Transportation Benefit District Board of Directors Meeting
- 2023 Sister City Goodwill and Trade Delegation
- 2023.03.13 City Council Meeting Canceled

2022

- 2022 Council meeting schedule
- AMENDED 2022 Council meeting schedule (01.05.22)
- 2022.01.12 Council participation in Town Hall Discussion of Solutions to Increasing Property Crime (virtual)
- 2022.02.08 Council participation in City/County Homeless Meeting
- Vancouver City Council Retreat - Feb. 25 & 26, 2022
- 2022.03.07 Transportation Benefit District Board of Directors Meeting
- 2022.04.15 City Council Participation in C-TRAN Board of Directors Workshop
- 2022.05.31 City Council Participation in Hatch Planning Climate Adaptation Presentation
- 2022.07.25 City Council Meeting Location Change and Community Communication Forum
- 2022.08.15 City Council Meeting Location Change and Community Communication Forum 2
- 2022.9.26 City Council Meeting Location Change and Community Communication Forum 3
- 2022.10.06 City Council and Boards and Commissions Attendance at Heights District Open House
- 2022.10.24 Transportation Benefit District Board of Directors Special Meeting

Contact Information

Council Chambers

415 West 6th Street (2nd Floor)

PUBLIC NOTICE

2023 Vancouver City Council Meeting Schedule

The Vancouver City Council has set its 2023 meeting schedule as follows:

Regular Council Meetings occur each month on the first and third Mondays. Council Consent Agenda Meetings occur each month on the second and fourth Mondays, except on Mondays directly following a City-recognized holiday that falls on a Monday. Community Forums will be held four times per year, approximately coinciding with the last Consent Agenda meeting in each quarter of the year and at additional meetings as noticed and announced. The location and format of these Community Forums may vary from quarter to quarter and will be conducted in accordance with Ground Rules announced in advance of the meeting notice and/or by the Presiding Officer at the beginning of the meeting.

All Council meetings begin at 6:30 p.m.

Council informational workshops occur every Monday there is a meeting, between 4 and 6 p.m., unless otherwise noted on the published agenda for a specific meeting.

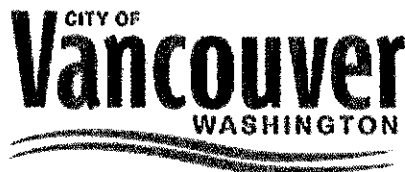
Council does not meet on a fifth Monday of a month, on City-recognized holidays, or on pre-scheduled breaks. See schedule below for specific information.

The Council meets in the Council Chambers of the Vancouver City Hall at 415 West 6th Street, Vancouver, Washington, unless otherwise announced in accordance with Open Public Meetings regulations. Agendas for the Vancouver City Council are posted on the City's website the week prior to each meeting at <https://www.cityofvancouver.us/citycouncil/page/city-council-meeting-agendas-and-minutes>.

The following is the schedule of meeting dates and times for 2023:

Date	Meeting Explanation	Start Time	Workshop Time (subject to change)
1/2/2023	<i>No Meeting - holiday (New Year's Day observed)</i>		
1/9/2023	Regular Meeting	6:30 p.m.	4-6 p.m.
1/16/2023	<i>No Meeting - holiday (Martin Luther King Jr. Day)</i>		
1/23/2023	Regular Meeting	6:30 p.m.	4-6 p.m.
1/30/2023	<i>No Meeting - 5th Monday</i>		
2/6/2023	Regular Meeting	6:30 p.m.	4-6 p.m.
2/13/2023	Consent Agenda	6:30 p.m.	4-6 p.m.
2/20/2023	<i>No Meeting - holiday (Presidents Day)</i>		
2/27/2023	Regular Meeting	6:30 p.m.	4-6 p.m.
3/6/2023	Regular Meeting	6:30 p.m.	4-6 p.m.
3/13/2023	<i>No Meeting - no quorum</i>	6:30 p.m.	4-6 p.m.
3/20/2023	Regular Meeting	6:30 p.m.	4-6 p.m.
3/27/2023	Community Forum	6:30 p.m.	
4/3/2023	Regular Meeting	6:30 p.m.	4-6 p.m.
4/10/2023	Consent Agenda	6:30 p.m.	4-6 p.m.
4/17/2023	Regular Meeting	6:30 p.m.	4-6 p.m.
4/24/2023	Consent Agenda	6:30 p.m.	4-6 p.m.
5/1/2023	Regular Meeting	6:30 p.m.	4-6 p.m.
5/8/2023	Consent Agenda	6:30 p.m.	4-6 p.m.
5/15/2023	Regular Meeting	6:30 p.m.	4-6 p.m.

5/22/2023	Consent Agenda	6:30 p.m.	4-6 p.m.
5/29/2023	<i>No Meeting - 5th Monday & holiday (Memorial Day)</i>		
6/5/2023	Regular Meeting	6:30 p.m.	4-6 p.m.
6/12/2023	Community Forum	6:30 p.m.	
6/19/2023	<i>No Meeting - holiday (Juneteenth)</i>		
6/26/2023	Regular Meeting	6:30 p.m.	4-6 p.m.
7/3/2023	Regular Meeting	6:30 p.m.	4-6 p.m.
7/10/2023	Consent Agenda	6:30 p.m.	4-6 p.m.
7/17/2023	Regular Meeting	6:30 p.m.	4-6 p.m.
7/24/2023	<i>No Meeting - Mid-Year Break</i>		
7/31/2023	<i>No Meeting - 5th Monday</i>		
8/7/2023	Regular Meeting	6:30 p.m.	4-6 p.m.
8/14/2023	Consent Agenda	6:30 p.m.	4-6 p.m.
8/21/2023	Regular Meeting	6:30 p.m.	4-6 p.m.
8/28/2023	Consent Agenda	6:30 p.m.	4-6 p.m.
9/4/2023	<i>No Meeting - holiday (Labor Day)</i>		
9/11/2023	Regular Meeting	6:30 p.m.	4-6 p.m.
9/18/2023	Regular Meeting	6:30 p.m.	4-6 p.m.
9/25/2023	Community Forum	6:30 p.m.	
10/2/2023	Regular Meeting	6:30 p.m.	4-6 p.m.
10/9/2023	Consent Agenda	6:30 p.m.	4-6 p.m.
10/16/2023	Regular Meeting	6:30 p.m.	4-6 p.m.
10/23/2023	Consent Agenda	6:30 p.m.	4-6 p.m.
10/30/2023	<i>No Meeting - 5th Monday</i>		
11/6/2023	Regular Meeting	6:30 p.m.	4-6 p.m.
11/13/2023	Consent Agenda	6:30 p.m.	4-6 p.m.
11/20/2023	Regular Meeting	6:30 p.m.	4-6 p.m.
11/27/2023	Consent Agenda	6:30 p.m.	4-6 p.m.
12/4/2023	Regular Meeting	6:30 p.m.	4-6 p.m.
12/11/2023	Community Forum	6:30 p.m.	
12/18/2023	Regular Meeting	6:30 p.m.	4-6 p.m.
12/25/2023	<i>No Meeting - End of Year Break</i>		



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Vancouver and the Columbia - Our History

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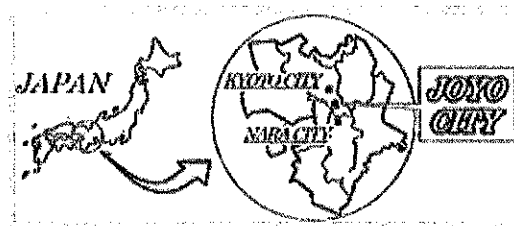
Vancouver's Sister City:
Joyo, Japan

Community links

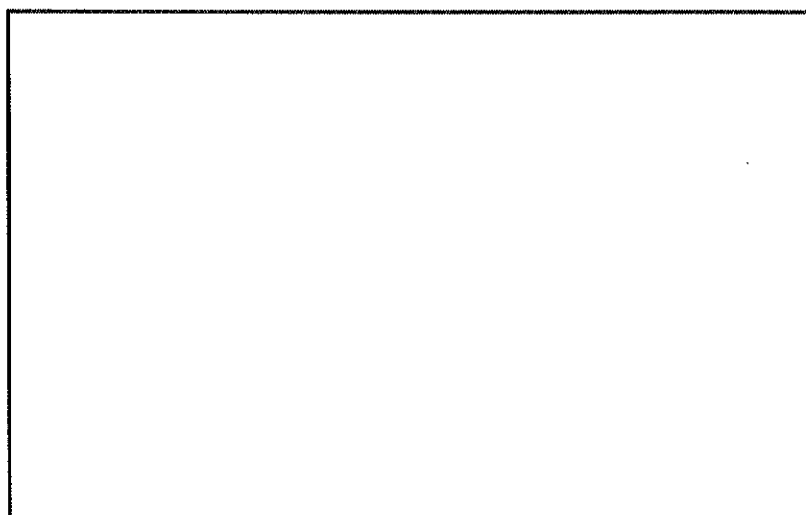
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Vancouver's Sister City: Joyo, Japan

The Vancouver Rotary and the Joyo Rotary Clubs initiated the idea of starting a sister city relationship. With a lot of hard work and strong support from citizens of both cities, Joyo and Vancouver became official Sister Cities in October 1995.



Since that time, Joyo and Vancouver have enjoyed many formal and informal social, cultural and political exchanges such as children's art exchanges, one-on-one exchanges and a six-month employee exchange between the two cities.



Contact Information

City Hall

About Joyo

The City of Joyo is located between two ancient capitals of Japan: Kyoto and Nara. It is situated in the center of the Yamashiro Basin and was founded on May 3, 1972.

415 W. 6th St.
Vancouver, Washington
98660

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Phone: (360) 487-8600
TTY: (360) 487-8602
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The city extends 5.6 miles from east to west and 3.4 miles from north to south. The total size of the city is 12.64 square miles. As of March 2008, Joyo's population was estimatec

Select Language ▼

Joyo has many beautiful public facilities, most notably Konosu-yama-undo-koen, their recreation zone which features a replica of Fort Vancouver, and Bunka Parc Joyo (Joyo Cultural Center) which features a banquet room, library, community center, folklore reference center and planetarium. The citizens of Joyo enjoy various events at the center, including concerts and exhibitions.

More information about Joyo.



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2025 Clark County Comprehensive Plan Update- Policy Framework for City Engagement

February 27, 2023
Vancouver City Council
Communications



Bryan Snodgrass
Principal Planner
Community Development Department

Presentation Overview

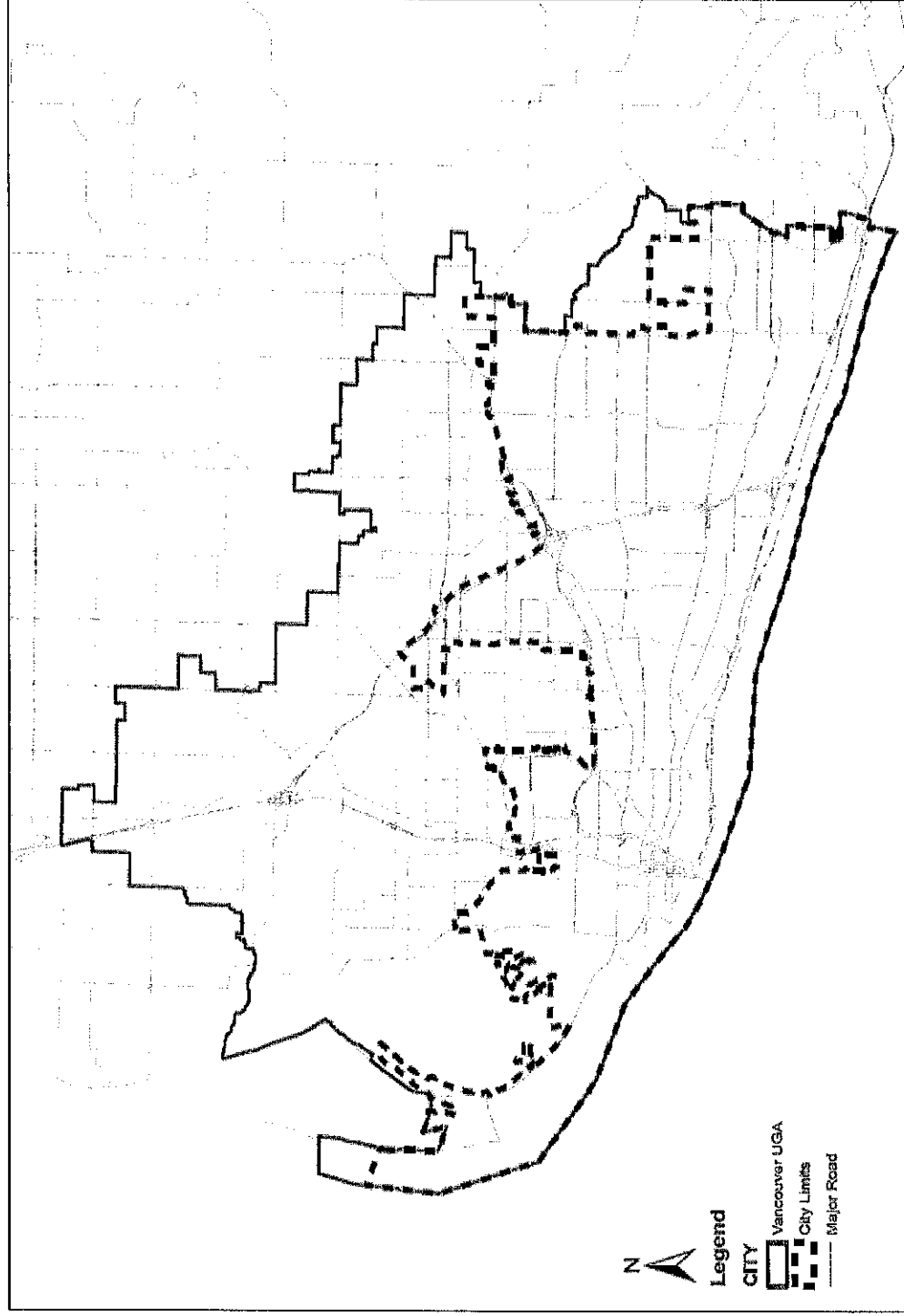
- Brief staff review of recently initiated 2025 Clark County Comprehensive Plan update, including key upcoming regional decisions and timelines regarding:
 - Adoption and allocation of growth forecasts
 - Urban Growth Area (UGA) boundary and land use designations
- Discussion of anticipated Council touches and general policy framework to guide City advocacy on regional decisions
- Next steps

Cities retain authority for land use decisions and assumptions within city limits, but Counties make important regional and UGA decisions



- Adoption of 2045 countywide population growth forecast from high/medium/low range provided by state, and related countywide employment forecast
- Allocation of countywide forecasts to individual Urban Growth Areas (UGAs)
- Estimate of land needed to accommodate forecasts
- Adoption of Countywide Planning Policies
- County regional decisions must be made in consultation with Cities

Vancouver City and unincorporated VUGA are comparable in size and population



Anticipated County decision timelines in draft County Public Participation Plan



Countywide Population Forecast	4/18/23 County Council hearing
Countywide Employment Forecast	Summer 2023 County Council hearing
Allocations to individual UGAs	Fall 2023 County Council hearing
Countywide Planning Policies	Fall 2023 County Council hearing
Vacant Buildable Lands Model (VBLM)	Updated model adopted in 2022 County report. Incorporation into Comprehensive Plan indicated through fall 2024-winter 2025 hearing
UGA boundaries and land use designations	Alternatives in County EIS spring/fall 2024. Preferred alternative fall 2024
Final County Comprehensive Plan unincorporated UGA land use designations and policies	Spring 2025 following County Planning Commission and Council hearings

City of Vancouver participation and advocacy



- City staff has participated in the County public kick-off meeting, interjurisdictional staff meetings, and commented on draft County Public Participation Plan
- City Council confirmation to be sought in advance of the most critical County decision points, beginning with April 2023 countywide population forecast adoption
- General policy framework proposed to shape City approach throughout County Comprehensive Plan update process

Suggested policy framework to guide City engagement

- Pursue technically and legally sound processes and outcomes
- Engage Cities as partners rather than impacted parties or stakeholders
- Consider implications for equity, safety, and climate
- Consider implications for housing affordability, employment, and service provisions
- Facilitate placemaking and locating inter-related uses near each other
- Consider implications for potential future annexation
- Pursue equity among jurisdictions including the County in providing for attainable housing, recognizing differing histories and geographies
- Consider how decisions in this update cycle impact future longer term options, and what options exist for future adjustments
- Consider UGA expansions only where clearly and demonstrably needed to further the balance of these and other City objectives

Next Steps

- County to finalize and adopt Public Participation Plan at anticipated March hearing not yet scheduled
- April 18 tentative County Council hearing to adopt 2045 countywide population forecast
- April 23 end of Washington regular legislative session which may include significant new housing requirements potentially informing approach to County as well as City Comprehensive Plan update

Questions and Discussion

Bryan Snodgrass, Principal Planner, Community Development Department
bryan.snodgrass@cityofvancouver.us, 360-487-7946



Continued Minutes of
February 27, 2023
Public Comments

From: Don Steinke
To: City Council
Cc: Cathryn Chudy; Heidi Cody
Subject: my Comments on Warehouse Moratorium
Date: Monday, February 27, 2023 11:36:50 AM

CAUTION: This email originated from outside of the City of Vancouver. Do not click links or open attachments unless you recognize the sender and know the content is safe.

From Don Steinke

To the Vancouver City Council
cc others

I support the moratorium on large warehouses.

Your Climate Action Framework established an aggressive timeline for reducing ghg emissions.

If new parking lots are built without being EV ready for 100% of the vehicles, then it will be difficult for any truck fleet to switch when EV trucks become more available, because retrofits and remodels are much more expensive than newly built projects.

If Clark Public Utilities can't provide energy for the EV fleets, and if the roof is not solar ready, that will be a problem.

I agree that we don't want fleet operators to drive through Vancouver in old diesel trucks to Minnehaha or North Orchards, and I don't think they want to do that either.

There are no easy answers, but maybe the easiest best answer is:

- to make all warehouse roofs solar ready
- to make all parking lots EV ready, for all vehicles.
- to make all heating systems electric ready.

Many incentives are available from the Inflation Reduction Act, and the previous bipartisan infrastructure bill, and also from Olympia via our two cap and invest programs. Their first auction for pollution permits will be tomorrow, and is expected to raise billions from those who pollute. Maybe our Chamber of Commerce could help businesses identify those opportunities.

Thank you and your staff for being on top of this.

From: [Matt Grady](#)
To: [City Council](#)
Cc: [Quinton, Patrick](#)
Subject: City of Vancouver- City Council Meeting 2-27-23 - Item #3 Consent Agenda - Letter of Support 2-27-23 (002).pdf
Date: Monday, February 27, 2023 9:03:22 AM
Attachments: [City of Vancouver - Item #3 Consent Agenda - Letter of Support 2-27-23 \(002\).pdf](#)

You don't often get email from [REDACTED]. [Learn why this is important](#)

CAUTION: This email originated from outside of the City of Vancouver. Do not click links or open attachments unless you recognize the sender and know the content is safe.

Please accept this letter of support for consent agenda item #3, for the upcoming Council Hearing tonight.

Regards,

Matt Grady
CW7 LLC

[REDACTED]
Tualatin, OR 97062

[REDACTED]



February 27, 2023

Sent Via E-Mail: council@cityofvancouver.us

Mayor Anne McEnery-Ogle
City Council Members
City of Vancouver
415 W 6th Street
Vancouver, WA 98668
Attention: Patrick Quinton

**RE: Item # 3 Consent Agenda- Ground Lease with CW7LLC for use of City Hall
Property for Temporary Construction Parking**

Dear Mayor Anne McEnery-Ogle and Members of the Council:

This letter is to affirm CW7 LLC's full support for the use of this temporary parking to facilitate the new 829 space, 8-story parking garage on Block 7 at the Vancouver Waterfront. Construction has commenced on this project which will result in further shortages of the scarce parking spaces across The Waterfront project site.

Block 7 now adds to the construction parking demands with Blocks 3, 18 and 19 and the Port's Blocks all under construction at the same time.

Your support for this Agreement and issuance of land use and engineering permits to install the temporary gravel is greatly appreciated. The sooner we can get on this site the better.

Regards,

A handwritten signature in black ink that reads "Matt Grady".

Matt Grady, AICP
Vice President - Director of Development
On Behalf of CW7 LLC

cc: Patrick Quinton

From: Lehman Holder
To: City Council
Subject: warehouse moratorium
Date: Monday, February 27, 2023 7:49:06 AM

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CAUTION: This email originated from outside of the City of Vancouver. Do not click links or open attachments unless you recognize the sender and know the content is safe.

City Council members,

I support your moratorium on huge warehouses and the increased moratorium to 250,000 square feet.

Lehman Holder
Vancouver resident

From: [REDACTED]
Subject: City Council
Date: warehouse moratorium, agenda item # 11 FEB, 26
Sunday, February 26, 2023 7:19:25 PM

You don't often get email from [REDACTED] [Learn why this is important](#)

CAUTION: This email originated from outside of the City of Vancouver. Do not click links or open attachments unless you recognize the sender and know the content is safe.

Thank You, Vancouver mayor and city council for taking public comment. Approval of the agenda item #11 regarding a 6 month moratorium on large warehouses should be approved as amended. Further, such large warehouses will consume huge areas of land without creating well-paid jobs, or many jobs at all. The increase in traffic and the pollution that goes with it will not help us reach our climate goals. The warehouses proposed at present are in the most vulnerable low income communities. Further, these facilities should be sited with close access to arterials and even mandated to have south facing roofs so they are ideal for solar panels. Presently trucks are mainly run on diesel which is highly polluting, but they should convert to electric in the foreseeable future. Thank you, Dr. Sharon Bucher 19617 NE Risto rd. Battle ground , Wa.

From: [Jean M. Avery](#)
To: [City Council](#)
Cc: [Person, Mark](#)
Subject: For Monday, 2/27, Council meeting
Date: Sunday, February 26, 2023 12:14:01 PM

CAUTION: This email originated from outside of the City of Vancouver. Do not click links or open attachments unless you recognize the sender and know the content is safe.

Please approve the revised and amended Moratorium Ordinance.

Also, please stop the Prologis warehouse proposal. It is dangerously close to the protected Vancouver Lake Lowlands and the federally designated Important Bird Area.

Thank you,
Jean M. Avery
Vancouver

From: [Cathryn Chudy](#)
To: [City Council](#)
Subject: Item #11 Moratorium on Large Warehouses City Council 2/27 meeting
Date: Monday, February 27, 2023 12:00:47 PM

CAUTION: This email originated from outside of the City of Vancouver. Do not click links or open attachments unless you recognize the sender and know the content is safe.

Vancouver City Council and staff,

I have testified in support of the Moratorium on large warehouses, and although far outnumbered by economic and business/developer interests who warned of "unintended consequences" and attempted to derail the work underway, I appreciate that the Moratorium in a revised and amended form is before you for approval.

I appreciate that staff will follow through on studying the potential impacts and concerns that many of us in the community have about these large scale warehouses, and in particular those related to climate, public health, safety and livability in all parts of our community.

I remember back in 2019 when our Port of Vancouver was considering a Renewable Energy Policy that committed our Port to excluding new bulk fossil fuel facilities on Port industrial property. There were voices at the time, business and development oriented primarily, that warned of "unintended consequences" saying that business and development would get a negative message about our Port being "open for business" and that our community's economic well being would suffer.

The opposite happened - as far as I know, the Port thrived and even surpassed other West Coast Ports throughout the pandemic years to this day.

I believe the same is true for Vancouver as it looks seriously at the impacts of these large warehouses, with 8 already vested with cumulative community impacts involved. It makes sense to have this pause, to give our city staff the time it will take to ensure wise decisions are made going forward for our city and all in our community who want a healthy and safe, livable future for themselves and their children and grandchildren.

Sincerely,

Cathryn Chudy

Vancouver, WA

From: Eric Strid
To: City Council
Subject: Warehouse Moratorium Ordinance
Date: Monday, February 27, 2023 11:56:44 AM

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CAUTION: This email originated from outside of the City of Vancouver. Do not click links or open attachments unless you recognize the sender and know the content is safe.

Thank you for the opportunity to comment on this warehouse ordinance.

I live in White Salmon, Washington and serve on the Hood River County Energy Council. I don't have knowledge of Vancouver's planning or zoning issues, but I have recommendations regarding the energy and emissions issues and opportunities with new or existing warehouses.

In summary, western Washington and Oregon have an energy problem. CETA in Washington and HB 2021 in Oregon require major utilities to decarbonize most of their electricity by 2030, while electrifying transportation and serving a growing population. The best wind and solar resources for such new generation are east of the Cascades, the large loads are west, and permitting new transmission across the Cascades is nearly impossible. The transmission capacity shortage by 2025 or 2030 is many times the planned new transmission. Thus, the whole I-5 corridor needs to be planning for solar panels in as many places as acceptable. Land use advocates don't want farms turned into solar farms and many communities don't want to see hillsides covered by solar panels.

Warehouses are already eyesores, and their flat roofs are perfect for economical solar arrays. For a typical large commercial roof, solar power generation is about 7.5 watts per square foot; thus each 500,000 square foot warehouse can generate up to 3.8 megawatts, or enough to power about 440 homes. Such arrays could be owned as community solar, owned by the warehouse owner, or owned by anyone. A large warehouse is a perfect location for a good-sized microgrid that can also provide resilient power and high-power EV chargers for DC fast chargers or for the trucks at the loading bays, which will be electrified as those vehicles and charging equipment become available.

Regardless of the council decisions regarding warehouse locations, I recommend that any new warehouse be required to be microgrid-ready, meaning that the roof space is available for anyone to lease for installing and operating PV arrays; that there is space reserved for the power distribution, control, and storage equipment; and that truck parking be EV-ready, meaning conduits are installed and space for charging equipment is reserved. To the degree feasible, existing warehouses should also be required to allow such PV installations on their roofs, plus leasable space for the electrical equipment, etc.

Truck emissions are currently a major concern, but those fleets will mostly be electrified and thus become zero-emission over the next decade.

Thank you for this opportunity to comment on building out new infrastructure.

Eric Strid
White Salmon

From: [City of Vancouver - Office of the City Manager](#)
To: [Dollar, Sarah](#)
Subject: FW: Warehouse Moratorium
Date: Monday, February 6, 2023 12:37:39 PM
Attachments: [image001.png](#)
[image002.png](#)

Thanks!

Shannon Ripp | Support Specialist III



CITY OF VANCOUVER, WASHINGTON
City Manager's Office
P: (360) 487-8607
www.cityofvancouver.us

From: Drew Zaborowski [REDACTED]
Sent: Monday, February 6, 2023 12:17 PM
To: City of Vancouver - Office of the City Manager <CMO@cityofvancouver.us>
Subject: Warehouse Moratorium

You don't often get email from [REDACTED] [Learn why this is important](#)

CAUTION: This email originated from outside of the City of Vancouver. Do not click links or open attachments unless you recognize the sender and know the content is safe.

Good afternoon, Council.

I am unable to attend the meeting tonight but wanted to pass along a few notes. With regards to the warehouse moratorium, I thought it would be prudent to point out a few unintended impacts.

As small family sized development company who develops industrial product, we often develop projects over 100k SF simply by nature of the available land for sale. Economical, readily developable industrial land is scarce and we don't have the luxury of choosing smaller sites vs larger sites. We often build a building to maximize the site attributes and are often limited by size of the parcel. More often than not, that land lends itself to a building larger than 100k SF.

However, these larger buildings are often demised and leased to smaller tenants. Because we are a smaller development firm we often lease facilities to a tenant profile that includes smaller family companies ranging from 10k-50k SF.

I can attest first hand that it does not pencil from an economic perspective to build a smaller facility much below 100k SF. The economy of scale created with a large building is one of the few reasons

projects still "pencil" in this market. In addition, unless you have the perfect small parcel, most parcels would have excess land that has to be purchased but can't be built into the deal. Thus making the project infeasible from an economic perspective.

Our strategy is to focus on larger pieces of land that create economies of scale to build larger warehouses which we can then demise and lease to smaller tenants with reasonable lease rates. Without these economies of scale, the lease rate for a small industrial facility by itself would be far in excess of "market" and therefore push any smaller local tenant out of the market. In my opinion, The City would be foolish to hinder the economic growth of smaller tenants who live and work in the community.

The warehouse moratorium of any buildings over 100k SF will absolutely have an unintended impact on smaller industrial tenants which are vital to economic growth.

Thank you very much for your consideration.

Drew Zaborowski

Drew Zaborowski | Senior Development Manager

AVENUE 55

[REDACTED]

Seattle, WA 98101

[REDACTED]

From: Delapena, Amanda
To: Dollar, Sarah
Subject: FW: Moratorium thoughts
Date: Thursday, February 9, 2023 8:57:51 AM

Sarah, please see below.

Can you please check on Don's potential testimony registration from Monday? Please include his comments with the written record.

Amanda Delapena

From: Don Steinke [REDACTED]
Sent: Monday, February 6, 2023 9:06 PM
To: City Council <council@cityofvancouver.us>
Cc: Eiken, Chad <Chad.Eiken@cityofvancouver.us>
Subject: Moratorium thoughts

CAUTION: This email originated from outside of the City of Vancouver. Do not click links or open attachments unless you recognize the sender and know the content is safe.

From Don Steinke

I thought I registered to speak but received no confirmation. I could have messed up.

After listening to the discussion tonight, I feel that it would be helpful to think about what your regulation might look like after the moratorium. The sooner you envision that, the sooner the moratorium can be ended. What do we want in terms of emissions reduction and protecting public health?

Here is some context that is relevant.

1. A year ago the Columbian reported that the proposed Amazon Development near East Fourth Plain and 143rd Ave, include covered roadways and parking lots.

I was hoping that meant they would cover those canopies with solar panels, but I haven't seen an update yet.

2. I've also heard that Amazon has ordered 100,000 electric delivery vans, and they already have one serving the Camas area.
3. Daimler-Freightliner is building electric semis on Swan Island.
4. Six years ago, the City of Richmond in British Columbia wanted to require electric charging stations in certain projects, but were not allowed to impose building codes distinct from the provincial codes. To get around that restriction, they put the requirement into their land use ordinance.

5. California is now banning diesel trucks built before 2010. Most likely, those trucks will be sold in neighboring states.

6. We need more electricity and it needs to be clean electricity.

7. On January 18, The port of Camas Washougal entered into an agreement with Clark Public Utilities to develop a large community solar project on their warehouse rooftops. It will be the largest one built west of the Cascades.

8. And you have a goal of reducing emissions community wide

With that in mind, a new ordinance might:

- Require that space and water be heated with electric heat pumps.
- Require adequate charging infrastructure for trucks.
- Require enough on-site solar panels to meet or exceed the need for electricity.
- Require all diesel trucks serving the warehouse to be built after 2009.
- Encourage staff to be more deliberate in their SEPA Determinations

Don Steinke

From: Delapena, Amanda
To: Dollar, Sarah
Subject: FW: Tardy! Support the moratorium
Date: Monday, February 6, 2023 3:01:48 PM

Sarah,

The email below came in right after 12:00 today. For the Council record on the moratorium item.

Amanda Delapena

From: Jan V [REDACTED]
Sent: Monday, February 6, 2023 12:06 PM
To: City Council <council@cityofvancouver.us>
Subject: Tardy! Support the moratorium

You don't often get email from janowa85@gmail.com. [Learn why this is important](#)

CAUTION: This email originated from outside of the City of Vancouver. Do not click links or open attachments unless you recognize the sender and know the content is safe.

Sorry, so late. But I'm supporting the moratorium!
Thanks,

[REDACTED]

From: Wynn Grich
To: Dollar, Sarah; Rebecca Messinger
Subject: CA stopped covid jabs for kids
Date: Tuesday, February 7, 2023 10:44:26 PM

CAUTION: This email originated from outside of the City of Vancouver. Do not click links or open attachments unless you recognize the sender and know the content is safe.

<https://www.axios.com/2023/02/05/california-schools-covid-vaccine-mandate>

California no longer pursuing K-12 COVID vaccine mandate - Axios ☐

2 days ago ... California children will no longer need the COVID-19 vaccine to attend school, state officials announced Friday.

Send this to the d this to the city council and DR. MELNECK. Put on public record and confirmed ...

Send this please to the city councils and Dr. Melneck. Put on public record and confirm that you...
Wynn

From: Wynn Grich
To: Dollar, Sarah; Sara.Lamnin@hayward-ca.gov; Rebecca Messinger; Harris, Rep. Paul
Subject: Fwd: People are Dying from the CV19 Vax & It's Preventable – Dr. Pierre Kory
Date: Wednesday, February 8, 2023 10:56:58 AM

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----- Forwarded message -----

From: rcoones102 <[REDACTED]>
Date: Wed, Feb 8, 2023 at 10:35 AM
Subject: People are Dying from the CV19 Vax & It's Preventable – Dr. Pierre Kory
To:

Please put this on public record. Share with the councils and Dr. Melneck, confirm that you did.

Thanks

Wynn

People are Dying from the CV19 Vax & It's Preventable – Dr. Pierre Kory

<https://rumble.com/v28p9og-people-are-dying-from-the-cv19-vax-and-its-preventable-dr.-pierre-kory.html>

Join Greg Hunter as he goes One-on-One with Dr. Pierre Kory, one of the top pulmonary and Covid Critical Care experts on the planet, who is co-founder of the Front Line Covid-19 Critical Care Alliance (flocc.net) and author of the upcoming book "The War on Ivermectin" for 2.7.23.

Sent with [Proton Mail](#) secure email.

From: Wynn Grisch
To: Dollar, Sarah; Sara.Lamnin@hayward-ca.gov; Rebecca Messinger
Subject: jabs aren't working
Date: Friday, February 10, 2023 9:12:04 AM

CAUTION: This email originated from outside of the City of Vancouver. Do not click links or open attachments unless you recognize the sender and know the content is safe.

Pfizer Research Director Implicitly Acknowledged Its COVID-19 Vaccines 'Aren't Working': Dr. Robert Malone

*Dr. Malone shares his assessment of the
undercover Project Veritas video*

Pfizer Research Director Implicitly Acknowledged Its COVID-19
Vaccines 'Aren't Working': Dr. Robert Malone (theepochtimes.com)

Send to the city councils, Dr. Melneck. Please put on public record and confirm that you did.

Thanks

Wynn 

From: Wynn Grich
To: Dollar, Sarah; Rebecca Messinger
Subject: Watch "Pfizer Director: "Concerning" mRNA Effects on Women's Reproduction w/ Naomi Wolf – Ask Dr. Drew" on YouTube
Date: Saturday, February 11, 2023 12:19:35 PM

CAUTION: This email originated from outside of the City of Vancouver. Do not click links or open attachments unless you recognize the sender and know the content is safe.

<https://www.youtube.com/live/HO2nyxCFiGg?feature=share>. Send this to the council members and MELNECK. Put on public record and confirm that you did. Thank you, from Wynn

From: Wynn Grcich
To: Dollar, Sarah; Rebecca Messinger; Sara.Lamnin@hayward-ca.gov
Subject: Watch "Sen. Ron Johnson: CDC Is HIDING mRNA Vaccine Injury Data. LIVE w/ Dr. Kelly Victory – Ask Dr. Drew" on YouTube
Date: Saturday, February 11, 2023 2:12:27 PM

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[https://www.youtube.com/live/PWqWI7dxh3Q?feature=share.](https://www.youtube.com/live/PWqWI7dxh3Q?feature=share) Send to city council members and MELNECK. Put on public record and confirm that you did. Thank you from Wynn

From: Wynn Grich
To: Rebecca Messinger; Dollar, Sarah; Sara.Lampin@hayward-ca.gov
Subject: Fwd: New Study Links Fluoridation To Hypothyroidism In Pregnancy
Date: Sunday, February 12, 2023 11:33:52 AM

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Send this to the city council members. Put on public record and please confirm that you did. Thanks from Wynn

----- Forwarded message -----

From: Fluoride Action Network <[REDACTED]>
Date: Sun, Feb 12, 2023, 4:02 AM
Subject: New Study Links Fluoridation To Hypothyroidism In Pregnancy
To: [REDACTED]

Image



“Researchers say healthy thyroid function is crucial for fetal brain development and their latest research may explain earlier findings looking at fluoride and children’s IQ”

Dear Friends:

A new study (Hall, et al., 2023) led by scientists from Toronto’s York University in the journal *Science of the Total Environment* linked fluoride exposure with an increased risk of hypothyroidism in pregnant women. Fluoridated water was the main source of fluoride in the cohort. The study also looked at a smaller subset of participants with IQ test results in the children and found that mothers who had been diagnosed with hypothyroidism had boys with lower IQ scores than mothers with normal thyroid function.

Entitled, *Fluoride Exposure And Hypothyroidism In A Canadian Pregnancy Cohort*, the study discovered that a half-milligram-per liter increase in drinking water fluoride levels—roughly the difference in exposure level between the fluoridated and non-fluoridated communities—was associated with a 1.65 increase in odds of having a diagnosis or meeting criteria for hypothyroidism in pregnancy.

According to one study author, clinical neuropsychologist Christine Till, PhD, **“The findings are concerning because**

hypothyroidism is a known cause of brain-based disorders in children.” ([York press release](#))

The study's authors say they hope that policy makers will consider this new research when evaluating the safety of community water fluoridation. They say that the fluoride compounds added to tap water are a major source of fluoride exposure for over 200-million people in North America, since approximately four in 10 Canadians and seven out of 10 Americans on public water supplies have fluoridated drinking water.

Women in general are more at risk of developing hypothyroidism, a condition that can lead to symptoms such as fatigue, weight gain and depression. In pregnancy, the demands put on the thyroid system increase substantially, especially in the first trimester when the fetus is solely reliant on maternal thyroid hormones.

The study followed more than 1,500 women participating in a multi-year study called the Maternal Infant Research On Environmental Chemicals ([MIREC](#)) study, led by Health Canada to investigate the impact of environmental chemicals on vulnerable populations, including pregnant women and infants. Women were recruited from 10 cities across Canada, seven of which have fluoridated drinking water. The study's authors only included women who reported drinking tap water during pregnancy, and they followed participants throughout pregnancy, and followed their children into early childhood.

While fluoride's ability to suppress the thyroid [has been known since the 1930s](#) when it was used to treat overactive thyroid—also known as hyperthyroidism—the mechanism by which fluoride may interfere with thyroid function is not entirely clear. The study's lead author, Meaghan Hall, said that it may interfere with certain enzymes and iodine absorption, which is critical for thyroid hormone production.

This study is the strongest to date showing that fluoride causes hypothyroidism, as well as that the mother's hypothyroidism is associated with lower IQ in the child.

It adds to a growing body of evidence that fluoride exposures from artificially fluoridated water is sufficient to impair thyroid function. Earlier studies finding an effect were in a study of nearly the entire population of England [Peckham 2015]; a large nationally representative sample from Canada using the CHMS survey [Malin 2018]; a case-control study in Iran [Kheradpisheh 2018]; and in a large sample of children in China where mean water and urine fluoride levels are only slightly higher than in areas with artificial fluoridation [Wang 2020].

Two studies have not found an association between fluoride at levels relevant to fluoridation and decreased thyroid function, but both suffered limitations that may explain why they did not detect effects [Barberio 2017, Shaik 2019]. The Barberio 2017 study did not consider iodine intake and the Shaik 2019 study selected only children with optimal iodine intake. The Malin 2018 study reanalyzed the same sample as Barberio 2017 but controlled for iodine and found that in those with iodine insufficiency fluoride exposure increased hypothyroidism. This could also explain why no effect was found in the Shaik 2019 study that was restricted to only children with optimal iodine intake.

This latest study's authors also say fluoride levels in tap water may be a more reliable indicator of long-term fluoride

exposure than urinary levels, which might better correlate with short-term exposure, they say.

- [Read the press release from York University](#)
- See York's [Twitter Post](#)

Sincerely,

Stuart Cooper
Executive Director
Fluoride Action Network

[CLICK HERE to Support Our Work With A Tax Deductible Donation](#)

Fluoride Action Network
North Sutton, New Hampshire
info@fluoridealert.org



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From: [Wynn Grich](#)
Subject: Fwd: Geoengineering Watch Global Alert News, February 11, 2023, #392
Date: Sunday, February 12, 2023 11:49:18 AM

CAUTION: This email originated from outside of the City of Vancouver. Do not click links or open attachments unless you recognize the sender and know the content is safe.

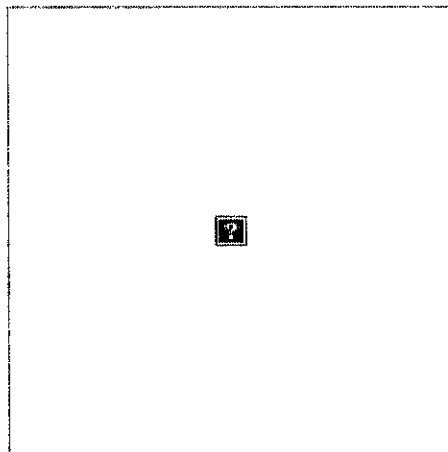
Send to council members. Put on public record. Please confirm that you did. Send to melneck, too.

----- Forwarded message -----

From: [GeoengineeringWatch.org](#) [REDACTED]
Date: Sat, Feb 11, 2023, 3:39 PM
Subject: Geoengineering Watch Global Alert News, February 11, 2023, #392
To: <[REDACTED]>

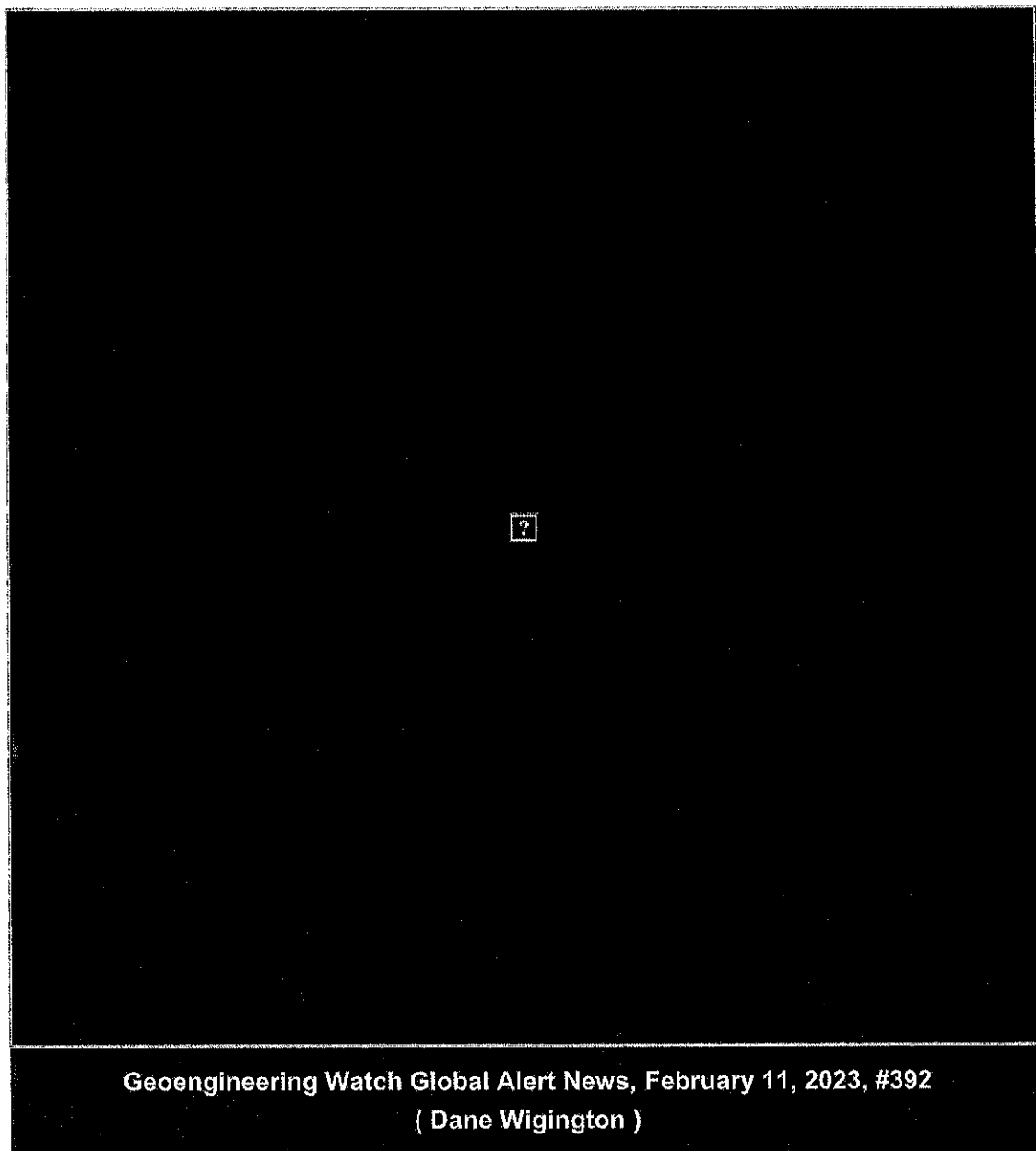
[View this email in your browser](#)

Geoengineering Watch Global Alert News, February 11, 2023, #392



"Scientists" are now proposing to use moon dust to cool Earth, the ranks of academia continue to lose credibility with each passing day. Micro plastic pollution is in every breath we take. Is it all just from decomposing trash? Or is there much more to the story? The US government is handing out 374 billion dollars that it says will create 100,000 new "green jobs", do you believe them? Geophysical anomalies are wreaking havoc on planet Earth and populations. Is it all just nature behaving badly? How much longer can we survive on a completely polluted planet with life support systems that are breaking down at

blinding speed? The latest installment of Global Alert News is below.



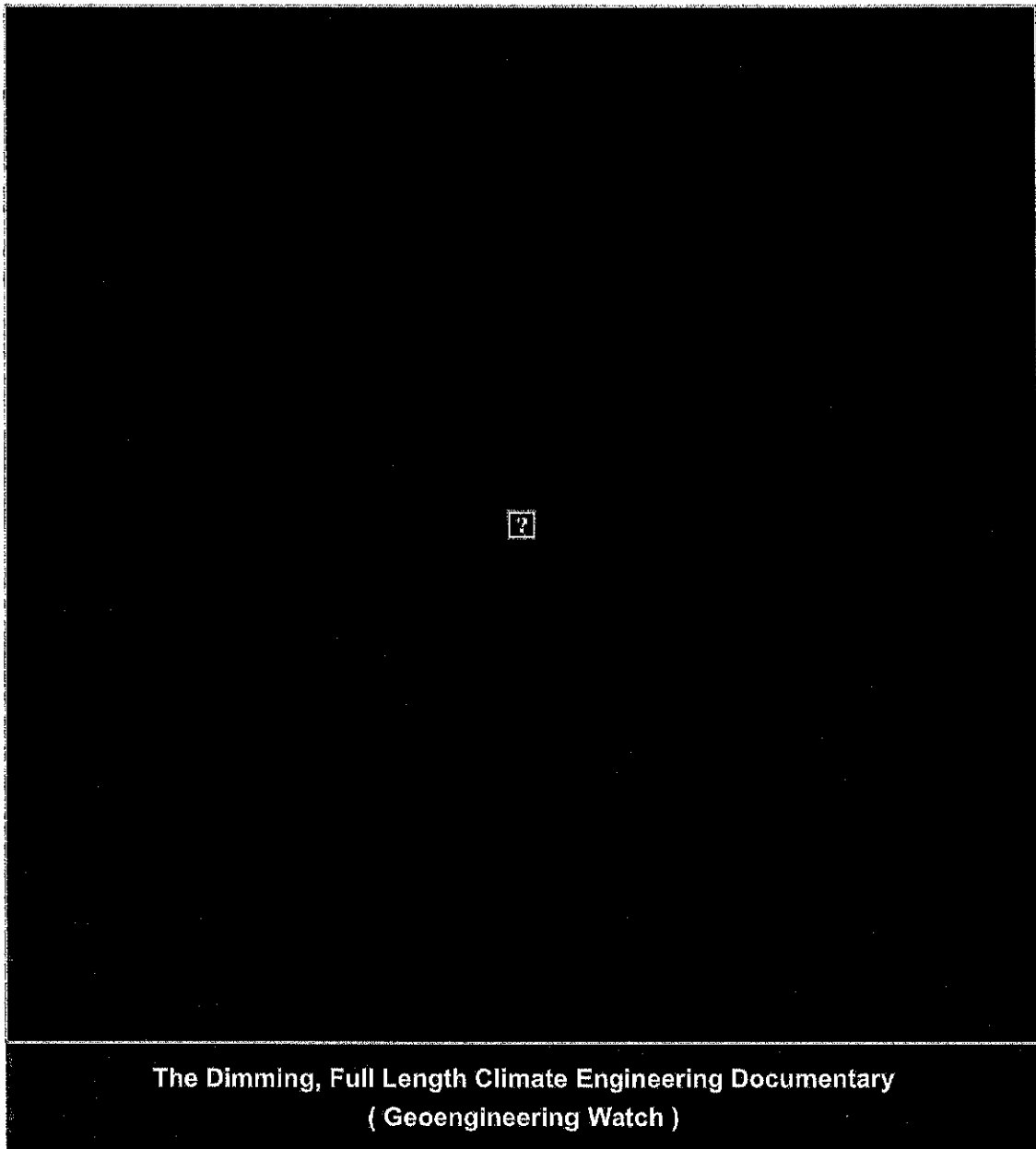
All are needed in the critical battle to wake populations to what is coming, we must make every day count. Share credible data from a credible source, make your voice heard. Awareness raising efforts can be carried out from your own home computer.

Dane Wigington

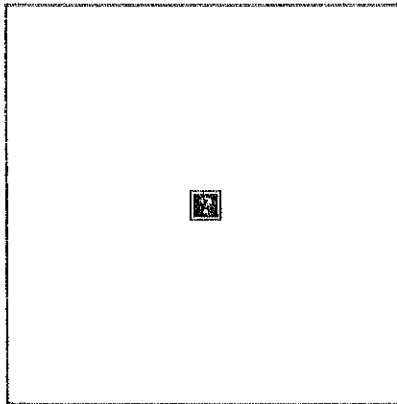
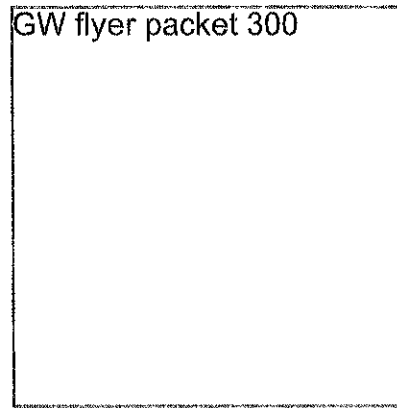
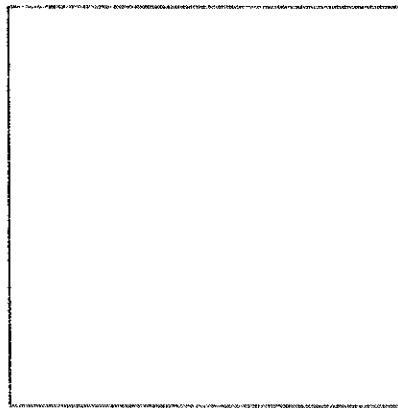
GeoengineeringWatch.org

Must view, THE DIMMING, the most comprehensive climate engineering

documentary:



For Geoengineering Watch awareness materials shown below, click the image to order.



Full article: <https://www.geoengineeringwatch.org/geoengineering-watch-global-alert-news-february-11-2023-392/>



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PO Box 9
Bella Vista, CA 96008-0009

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You can [update your preferences](#) or [unsubscribe from this list](#).

From: Wynn Grdich
To: Dollar, Sarah; Rebecca Messinger
Subject: Watch "Are Microwave Transmission Facilities Being Used To Trigger Earthquakes?" on YouTube
Date: Wednesday, February 15, 2023 4:39:16 PM

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<https://youtu.be/QBt9rqXkcXo>.

Send to city councils, MELNECK.

Put on public record and confirm you did. THANKS FROM WYNN

From: Wynn Grich
To: Dollar, Sarah; Rebecca Messinger
Subject: Watch "VAERS: Are mRNA Adverse Event Reports Accurate? Dr. Jessica Rose w/ Dr. Kelly Victory – Ask Dr. Drew" on YouTube
Date: Wednesday, February 15, 2023 9:53:00 PM

CAUTION: This email originated from outside of the City of Vancouver. Do not click links or open attachments unless you recognize the sender and know the content is safe.

[https://www.youtube.com/live/E32R6XF0CHU?feature=share.](https://www.youtube.com/live/E32R6XF0CHU?feature=share) Send this to the city councils and MELNECK. Please put on public record. Confirm that you did. Thanks from Wynn.

From: Wynn Grich
Subject: Watch "Welcome to C40 Cities" on YouTube
Date: Thursday, February 16, 2023 3:49:19 PM

CAUTION: This email originated from outside of the City of Vancouver. Do not click links or open attachments unless you recognize the sender and know the content is safe.

<https://youtu.be/9FLOXp7jumE>.

Send to council members and
MELNECK. Put on public record. Confirm that you did. Thanks from Wynn

From: Wynn Grich
To: Rebecca Messinger; Dollar, Sarah; Harris, Rep. Paul
Subject: teachers union at 33:35 minutes into the video.
Date: Tuesday, February 21, 2023 12:51:50 AM

CAUTION: This email originated from outside of the City of Vancouver. Do not click links or open attachments unless you recognize the sender and know the content is safe.

Sen. Ron Johnson: CDC Is HIDING mRNA Vaccine Injury Data. LIVE w/ Dr. Kelly Victory
– Ask Dr. Drew (rumble.com)

This is very important about the covid hearings and controlled medicines. 33:35 talks about the teachers union forcing the masks.

Share this with the city councils and Melneck. Put on public record and confirm that you did.
Thank you
Wynn

From: Wynn Grich
Subject: Fwd: Was C-19 deliberate?
Date: Wednesday, February 22, 2023 12:45:06 PM

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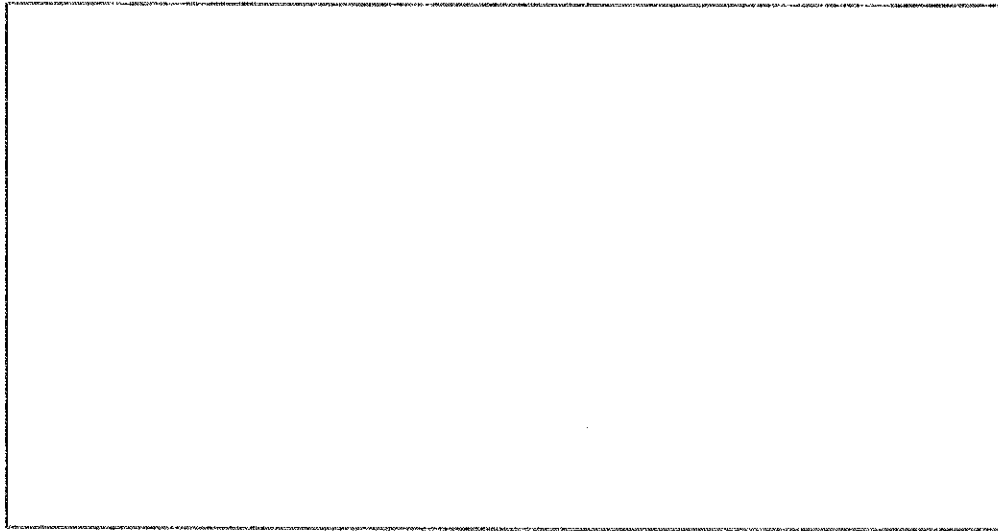
----- Forwarded message -----

From: Vaccines Revealed 2023 <[REDACTED]>
Date: Tue, Feb 21, 2023 at 6:10 AM
Subject: Was C-19 deliberate?
To: Please send to the city councils and Melneck. Put on public record and confirm that you did.
Thanks
Wynn



Hi Wynn,

In his mid-40s, **Adam Rowland** was the fittest he'd ever been, with a promising career working with top professional athletes...



Until two doses of the AstraZeneca COVID-19 vaccine turned his life into "a living hell."

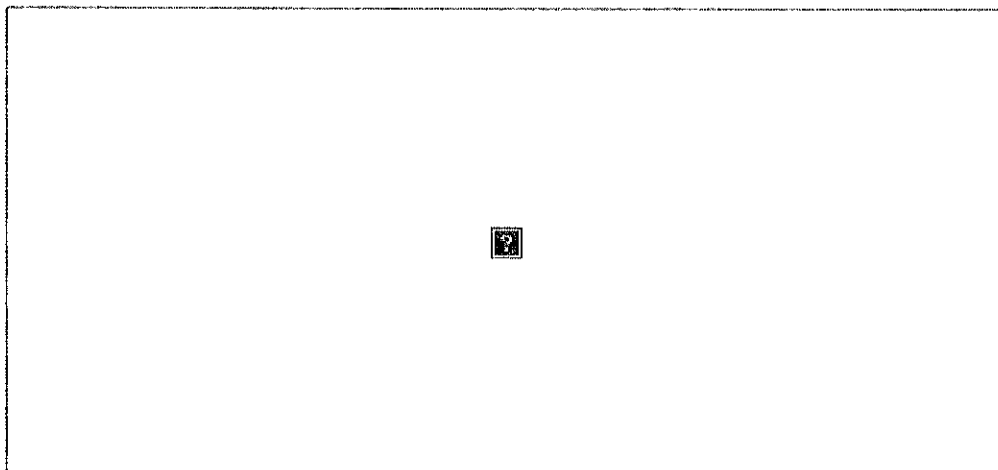
It's stories like this that bring to attention the massive action that needs to be taken against vaccines before more perfectly healthy people are hurt.

Episode 7 is only up until 9 pm EST / 6 pm PST tonight.

Here's your link to watch now - don't miss it before it's gone.

You don't want to miss this breaking new info including...

James Lyons-Weiler Ph.d, Part 2!



How one huge avoidable mistake was the reason for C0V1D coming to America (this points to it almost being a deliberate “mistake” with an ulterior motive).

How a mass frenzy of false positives radically flawed data on deaths.

Specific things you can do right now if you are worried about catching a virus.

It's all going quick...

Catch all this exclusive info here.

With purpose,

Dr. Patrick Gentempo



PS: So many have responded with gratitude (some in tears) for this series... The tell us, *“Thank you for providing it for free.”*

When you select lifetime access at the Premiere Special Pricing of up to 75% off (for a limited time!), you support our mission and help educate parents of children just like you who could avoid serious injury.

Together, we'll turn the tide.

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From: Wynn, Sarah
To: Rebecca Messinger, Dr. Mel, Sarah, Lisa, Kim, Paul
Subject: Post: Autopsies Confirm COVID Job Hazards in Youth - Dr Mercola
Date: Thursday, February 23, 2023 9:28:42 AM

CAUTION: This email originated from outside of the City of Vancouver. Do not click links or open attachments unless you recognize the sender and know the content is safe.

Please give this to the city councils and Dr MELNECK. Put on public record and confirm that you did. Thanks from Wynn. Doesn't the council and MELNECK have liability knowing this and doing nothing? MELNECK's job slide show in January was still promoting the jabs. Doesn't melneck and the councils have plenty of public records that shows he and our county council health board have coerced the public to take the kill jabs, while knowing the jabs kill, injure, cause HIV AND BLOOD CLOTS? The doctor and councils know the jabs don't work. Michelle B. said there was no mandates in Clark County. Why are they promoting the killer jabs? I would like an answer. Also does MELNECK live in Clark County? Why isn't MELNECK and the council advising Inslee on their knowledge of evidence against the jabs? Why were healthy people told to quarantine at home for a very long time? The blowup is in the jabs. You all know that.

----- Forwarded message -----

From: reeones102
Date: Thu, Feb 23, 2023, 12:17 AM
Subject: Autopsies Confirm COVID Job Hazards in Youth - Dr Mercola
To:

Autopsies Confirm COVID Job Hazards in Youth - Dr Mercola

https://articles.mercola.com/sites/articles/archive/2023/02/23/autopsies-confirm-covid-job-hazards-in-youth.aspx?ule=561eda815442ee50c8f0e77cc87b3f3f6d63142cc0dc9cuf1d4521e5aa666eb&sr=20200307&cid_source=dn&cid_medium=email&cid_content=art1ReadMore&cid=20230223_HL28&cid=DM1351680&bj=1728747131

Story at-a-glance

- When the COVID shots were first introduced, the U.S. Centers for Disease Control and Prevention made several claims about them that have since been proven completely false, including the claim that the mRNA would remain in the injection site, and that both the mRNA and resulting spike protein would rapidly be eliminated from your body
- The mRNA goes everywhere and can remain intact for a month or more. Ditto for the spike protein your cells produce
- Spike protein has been found in the brains of people with encephalitis (brain inflammation) and in jab-induced shingles lesions. Both mRNA and spike protein have been found in lymph nodes more than 60 days post-jab. Full-length mRNA has also been shown to circulate in people's blood for up to 28 days post-injection, and it's been detected in breastmilk
- Research shows the primary difference between those who developed symptoms of myocarditis and those who didn't was that symptomatic patients had markedly elevated levels of full-length spike protein unbound by antibodies in their plasma. Those who remained asymptomatic had no free spike protein in their blood. This would suggest that free-floating spike protein is a problem
- Autopsies of two teenage boys found dead in their beds three and four days after their second dose of Pfizer concluded jab-induced heart damage was to blame. The myocarditis described in these instances did not have the typical histopathology of myocarditis. Instead, both cases resemble catecholamine-induced injury, similar to the cytokine storm experienced in severe SARS-CoV-2 infection

Sent with [Proton Mail](#) secure email.

From: [Wynn Greich](#)
To: [Dollar, Sarah](#); [Rebecca Messinger](#); [Harris, Rep. Paul](#)
Subject: Fwd: Nanoparticle Contamination Cover-Up: Answers From A Scientist
Date: Thursday, February 23, 2023 9:44:54 AM

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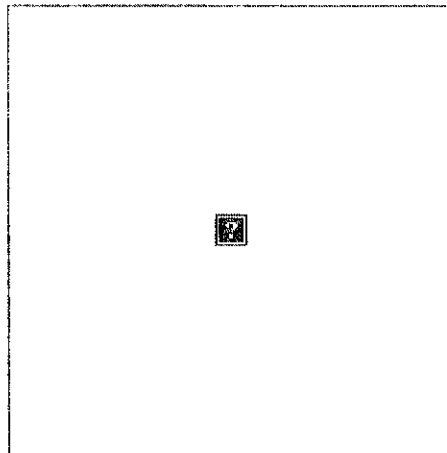
I would like a MSDS REPORT on the chemicals our military is spraying on us. I also want an MSDS report Atrazine, Round Up, Paraquate, and you mosquitoes abatement spray. This should be on the councils' web sites easily found. I should not have to pay for this information request. It is the law. Send this to the councils and MELNECK. Confirm that you did. Put on public record . I also want Bill Gates nano particles of dust he is spraying in the air to block the sun. You are allowing the over our county. The public needs to know what we are breathing. Please reply to my request. Thanks Wynn Greich

----- Forwarded message -----

From: [GeoengineeringWatch.org](#) [REDACTED]
Date: Wed, Feb 22, 2023, 3:31 PM
Subject: Nanoparticle Contamination Cover-Up: Answers From A Scientist
To: [REDACTED]

[View this email in your browser](#)

Nanoparticle Contamination Cover-Up: Answers From A Scientist



A must view report from a top scientist covering the climate engineering nanoparticle pollution of our air, water, soils and food supply.

[REDACTED]



Nanoparticle Contamination Cover-Up: Answers From A Scientist

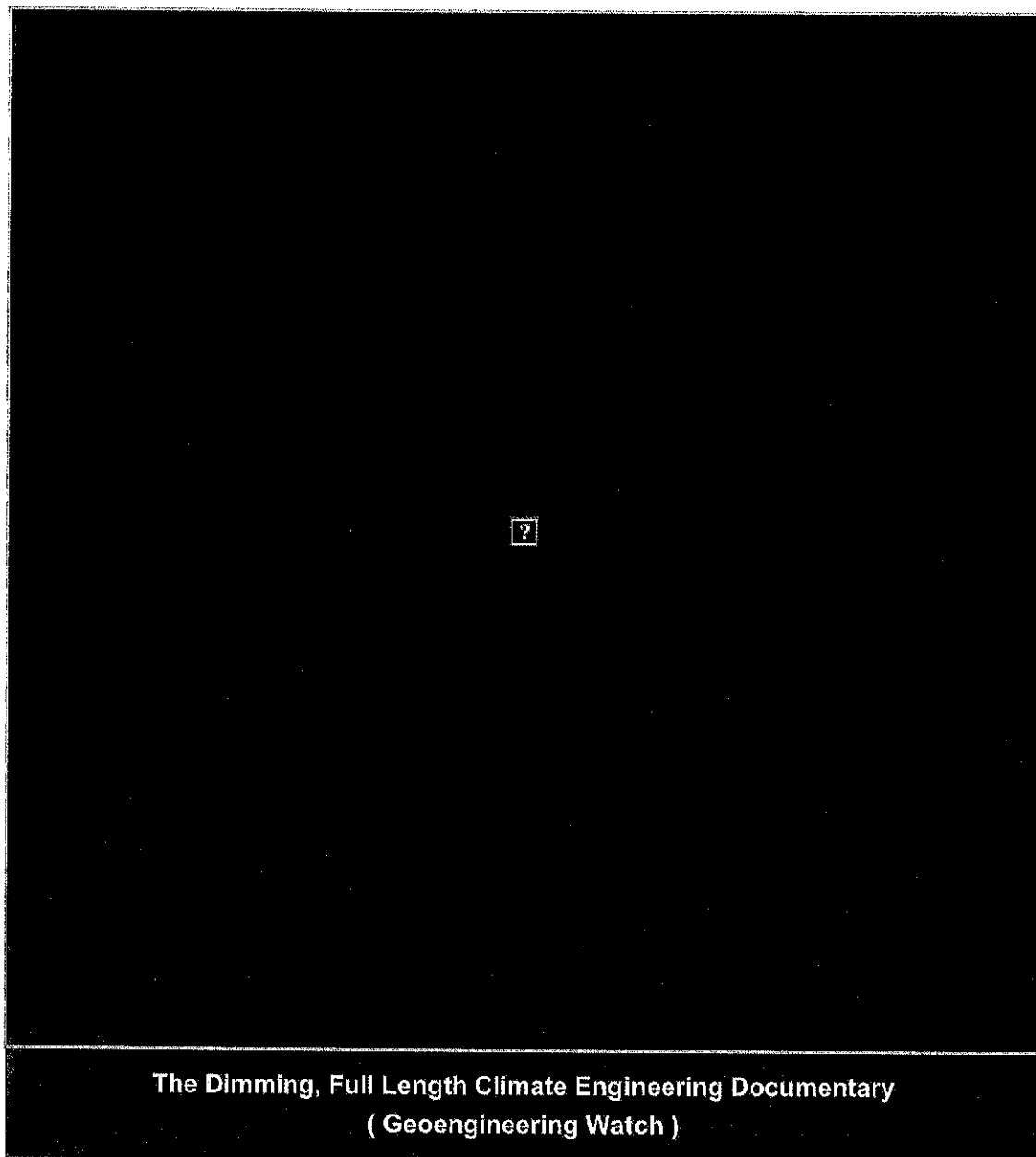
All are needed in the critical battle to wake populations to what is coming, we must make every day count. Share credible data from a credible source, make your voice heard. Awareness raising efforts can be carried out from your own home computer.

Dane Wigington

GeoengineeringWatch.org

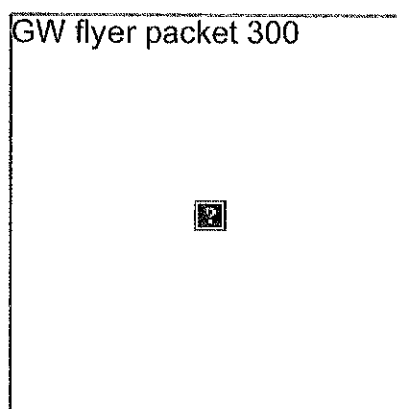
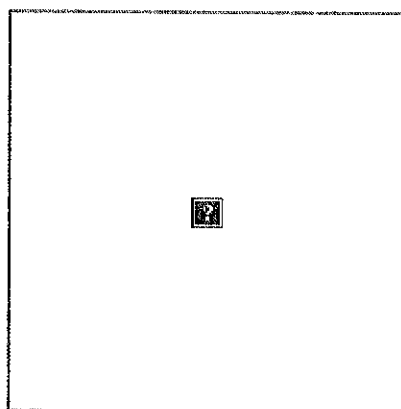
Must view, THE DIMMING, the most comprehensive climate engineering documentary:

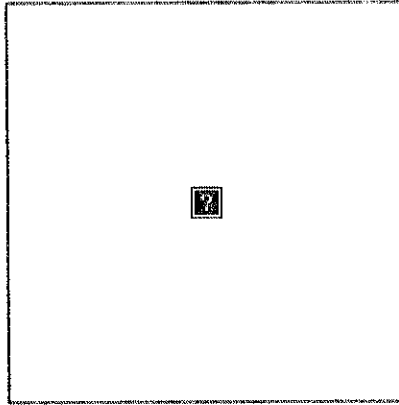




The Dimming, Full Length Climate Engineering Documentary
(Geoengineering Watch)

For Geoengineering Watch awareness materials shown below, click the image to order.





Full article: <https://www.geoengineeringwatch.org/nanoparticle-contamination-cover-up-answers-from-a-scientist/>



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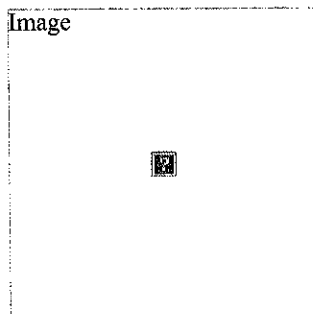
Want to change how you receive these emails?
You can [update your preferences](#) or [unsubscribe from this list](#).

From: Wynn Grolch
To: Harris, Rep. Paul; Rebecca Messinger; Dollar, Sarah; Sara.Lamnin@hayward-ca.gov
Subject: Fwd: NTP Will Make Blocked Neurotoxicity Report Public After FAN Legal Action
Date: Thursday, February 23, 2023 10:58:32 AM

CAUTION: This email originated from outside of the City of Vancouver. Do not click links or open attachments unless you recognize the sender and know the content is safe.

----- Forwarded message -----

From: Fluoride Action Network [REDACTED]
Date: Thu, Feb 23, 2023 at 9:02 AM
Subject: NTP Will Make Blocked Neurotoxicity Report Public After FAN Legal Action
Send this to the city councils and Melneck. Put on public . Confirm that you did. Thanks from Wynn
We need to STOP flouridation in Vancouverand Clark County. Camas and Battle Ground are fluoridated. Dr. Melneck should advise the County to get the water poisoning stopped.



NTP Will Make Blocked Neurotoxicity Report Public After FAN Legal Action

Dear Friends:

The Fluoride Action Network has won another significant victory involving our federal lawsuit against the U.S. Environmental Protection Agency (EPA) over the neurotoxicity of fluoridation chemicals.

As a result of months of legal motions, subpoenas, and extensive negotiations with the U.S. Department Of Justice (DOJ)—which is representing the EPA in court—our legal council was successful in getting the National Institutes of Health (NIH) **to agree to publicly release the National Toxicology Program's (NTP) completed multi-year systematic review of fluoride's impact on the developing brain**. After being served a subpoena by our attorneys, the National Institute for Environmental Health Sciences (NIEHS)—a branch of NIH—agreed to publicly produce their final report that was intended to be published in May of 2022. **They have until March 15th to upload the documents to the NTP's website, including the monograph, the meta-analysis, and communications between various federal agencies and the NTP about the report.**

[Click Here To Read The Court Order](#)

This victory will allow the public to finally see the report and accompanying documents that were blocked from being published by the leadership at US Health and Human Services (HHS) in May of 2022. Internal CDC emails discovered through Freedom Of Information Act Requests by FAN indicated that the publication of the final NTP report was blocked at the last second due to interference from the Assistant Health Secretary, Rachel Levine. One email from the CDC's Oral Health Director from June 3rd, 2022 stated, "ASH Levine has put the report on hold until further notice."

Our attorney, Michael Connett, summed up this victory, saying: "This represents a major reversal in the federal agencies' position, and will ensure that the public has access to these critical documents that would have otherwise remained buried forever."

This victory also sets the stage for the Court to move forward with scheduling the dates of the next phase of trial at the upcoming April 11th status hearing rather than adjudicating our motions to compel the NTP to hand over these documents involuntarily. The judge and our attorneys had indicated that the final stages of the trial could occur as soon as this summer or fall. These documents will play a major role in this final phase of the trial, and now the testimony on them will be accessible to the public rather than occurring behind closed doors as would have happened without this agreement.

Some Background Information

The Court has been awaiting the NTP's monograph on fluoride's neurotoxicity since the summer of 2020, when the judge put the case in abeyance after the first two weeks of trial and expert testimony in court, expecting the monograph to be published shortly thereafter. At the time, the NTP report had already undergone two unprecedented peer-reviews by the National Academies of Sciences, Engineering, And Medicine (NASEM), and its authors had concluded that fluoride was a "presumed developmental neurotoxicant," with 27 out of the 29 highest quality studies showing that fluoride harmed the brains of children, and most of these studies were at levels equivalent to exposures experienced in fluoridated communities.

However, the NTP subjected their fluoride report to additional peer-reviews, beyond the already unprecedented reviews by NASEM and in contrast to previous monographs on other chemicals where there is usually just one public peer-review culminating in a public vote by a panel of scientists.

Freedom of Information Act Requests by FAN and our legal council discovered internal NTP emails confirming that the NTP considered the May 2022 monograph to be their final report. On April 28, 2022, the Director of the NTP's Office of Policy, Review, and Outreach, Dr. Mary Wolfe, emailed the CDC's Oral Health Division Director, stating that the NTP's "analysis and conclusions are set," and that the final report would be made public by "mid/late May" of 2022. Dr. Wolfe later notified the CDC that "we [the NTP] believe the current findings, as stated in the monograph, reflect the scope of our evaluation and the available scientific literature and no revision is needed."

Before FAN even had these communications through FOIA, FAN's legal counsel had become aware that HHS may be exerting undue pressure on NTP. Based on the information that our attorneys had obtained, we filed a motion in September asking the Court to take the case out of abeyance and open up the NTP's final monograph to discovery so we could move forward with a second trial featuring expert testimony on it. The EPA opposed this motion, asking for continued indefinite delay of the trial until the NTP report was officially published, which they admitted might never occur. The Court ruled in favor of our motion, and our trial moved forward with the Judge asking that the NTP's final report be made available to the Court and to Plaintiffs, but under a protective order so the public wouldn't be able to see it.

At the most recent status hearing before the Court in January, the EPA continued to ask for indefinite delay of the trial until the NTP published the monograph themselves, however the Judge acknowledged that "justice delayed is justice denied," ultimately ruling against them. The Court directed the plaintiffs and defendants to start the process of adjudicating whether the final NTP report and accompanying agency comments ought to be made public in preparation for the final phase of the trial.

After months of negotiations and a subpoena, our legal counsel met with NIEHS on February 3rd, and they agreed to

voluntarily release the NTP monograph, as well as comments from representatives of various agencies within HHS, and the NTP's responses to them. The Director of the NIEHS, Dr. Richard Woychik, has claimed that these agency comments led to NTP withholding the monograph from the public.

STAY TUNED! FAN will share these documents with the public as soon as they're made available by the NTP. And don't forget to mark your calendars for the upcoming April 11th status hearing in court, where we're very likely to see the timeline for the final court proceedings set, bringing us a major step closer to a ruling.

Sincerely,

Stuart Cooper
Executive Director
Fluoride Action Network

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Fluoride Action Network
North Sutton, New Hampshire
info@fluoridealert.org



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From: City of Vancouver - Office of the City Manager
To: Dollar, Sarah
Subject: FW: Written comments for City Council meeting and members AND CCCouncil ~ CCBoard of Health members.
Date: Wednesday, February 22, 2023 12:05:00 PM

Hello,

This came to the CMO inbox over the weekend.

Thanks,

City Manager's Office

CITY OF VANCOUVER

P.O. Box 1995 • Vancouver, WA 98668-1995

P: 360.487.8600 | F: 360.487.8625

www.cityofvancouver.us

From: Richard Elbon <[REDACTED]>
Sent: Sunday, February 19, 2023 12:41 PM
To: City of Vancouver - Office of the City Manager <CMO@cityofvancouver.us>;
we4the4people@aol.com; clerk@ci.lacenter.wa.us; rebecca.messinger@clark.wa.gov
Subject: Written comments for City Council meeting and members AND CCCouncil ~ CCBoard of Health members.

You don't often get email from [REDACTED] [Learn why this is important](#)

CAUTION: This email originated from outside of the City of Vancouver. Do not click links or open attachments unless you recognize the sender and know the content is safe.

NO Vancouver City Council meeting for February 20, 2023 ~ I consider that a break for WE THE PEOPLE to PLAN for ASSEMBLY of WE THE PEOPLE against communism, socialism and marxism here in OUR Local government; which is TYRANNICAL in nature as YOU ARE UNITED NATIONS MEMBERS for 15 years of the ICLEI !\$!\$!\$!\$!\$!\$ You MUST be TRANSPARENT to THE CITIZENS of Vancouver and ACKNOWLEDGE on Your WEB SITE ALL information pertaining to this membership !!!!!!! This is A MUST DO and DO IT WITH TRANSPARENCY NOW !!!!!!! I am planning to write to the CITIZENS of ALL of Vancouver and Clark County and mail THE CITIZENS all information as to what this Local Government is doing UNDER United Nations agendas and policies to take down America and Her PEOPLE ~ ~ ~ NOT ON MY WATCH !!!!!!! I will write about the City Manager and the Clark County Manager; as THEY ARE NOT ELECTED and ARE following the take down of America, one City at a time. I will also be contacting ALL Washington State Cities that also follow the ICLEI and STOP this TYRANNICAL takeover of A FREE PEOPLE !!!!!!! I will say here now, that if anything happens to Me or My Loved Ones; I have it on record to look into My SERVICE and DUTY to The People of Clark County and who would have an interest in harming Me or Others !!! I take this possibility very seriously; as the mayor had threatened to Criminally Trespass Me six months ago at her office door as We Spoke to eachOther. I said back to her, "I won't do anything criminal for you to trespass Me !!!" On October 24, 2022 I Believe she took charge in attempting to trespass Me. God Works In Mysterious Ways for Those Called according to His Purpose ~ and here We are today. That action by the mayor of Vancouver WILL WAKE Citizens up to her/their agendas !!! When Clark County Citizens wake up with this news and the nightmare caused by FOLLOWING a UN entity and the PLAN to have a one

world order and depopulation ~ what will The People do ? I know of two incidents where Citizens were so devastated as to 'the planneDemic' and what is actually going on in the world; they shot two council members to death !!! WE THE PEOPLE do not want this type of 'fix'; WE WILL ASSEMBLE with God, The Constitution including OUR first and second Amendment Rights !!! The Time is near. I will explain to The Citizens as to this Council's behavior and plans for The People; giving evidence of shutting down the Community Forum that allowed Free Speech monthly, now down to four times a year !\$!\$ Your evil doings will follow this Council and THE PEOPLE WILL wake up !!! SHAME on ALL people that moved here to carry out an agenda that WE Pacific Northwesterners WILL NOT comply to any longer. It IS EVIDENT that this Council and other Councils such as the CCCouncil and CCBoard of Health which are one in the same as is VCC and the Transportation Council ~ have become too big of a government. Our ForeFathers WARNED US of your type of government and WE WILL ASSEMBLE your 'bosses - WE THE PEOPLE - to Fight The Good Fight for GOD FAMILY and COUNTRY Amen. WE WILL GO VIRAL and WE WILL STOP this Tyrannical Local Government that has proven to be NOT under GOD and His People; but follow the UN and not The Constitution of which WE THE PEOPLE Trusted You would follow !\$!\$ To those that are COMPLYING to this Local Government agenda to be a one world order city by city and DePoPulate the American population by covid propaganda WILL NOT BE TOLERATED any longer !!!!!!! Seek Your Maker and ask The Spirit if You are doing Gods Work or following those that have the above agends !!! WE THE PEOPLE have put TRUTH into the VCC, CCC and CCBOH PUBLIC RECORDS !!! YOU HAVE NO EXCUSE when judgement comes !!! Who did You follow ??? I am un-covid-'vaccinated', I am a Parent, I Love Jesus. The biden criminal agenda has put a name to Citizens like Me ~ "domestic terrorists" and that WILL NOT happen on My watch. HB 1333 is an example of this UN agenda takedown. SHAME on those that are following these agendas ~ SHAME !!! I took an OATH to PROTECT American and Her People from foreign and DOMESTIC ENEMIES and that is what My Calling is here in My Local Government - as VCC, CCC and the CCBOH ARE DOMESTIC ENEMIES as they DO FOLLOW a United Nations agenda to have a socialistic Local Government takeover in America !\$!\$ DO NOT COMPLY !!! What You think You gain here in the world will be made clear; and I can ask ~ are You Serving the world or God ??? The zoom sleep IS OVER as WE THE PEOPLE WILL wake them up to this nightmare. I'll also ask ~ how many of you were EXEMPT from the covid-jab ??? Why were you exempted ??? The PEOPLE want to know and will know soon !!! How will The Citizens feel or react when THE TRUTH comes out as Our Local Government follows Medicine Man Melnick, the CC 'doctor' !!! They followed the orders of medicine man Melnick to jab and boost !!!!!!! WE have Groups of Citizens that will show vaccine-INJURY evidence. SHAME on ALL involved in this nightmare !!! VCC ~ give US OUR COMMUNITY FORUM back for every month NOW or I do Believe you will be witness to God Working In Mysterious Ways; and if You are not His ~ well, your choice. This IS not political - It's GOOD against evil. Choose your side. And just to say here; I would greatly appreciate any WHISTLEblowers that have decided what is happening is actually inHumane and can no longer, with a clear conscience and partake in the Agenda 21 - 2030 agenda. JBS.org has True information. Also go to YouTube - Benjamin Barber - "Why mayors should rule the world" - it mentions the ICLEI and what is really happening around the world by inHumane elitists and controllers !!! The Vancouver mayor IS AN EXAMPLE of a socialism takeover in action !!! I ask Citizens to watch the Vancouver City Council meeting of October 24, 2022 and see SOCIALISM COMMUNISM and MARXISM IN ACTION LIVE !!! Thankfully The Lord Blessed Me with a Godly Attorney that has taken this case and I intend to follow God and WAKE CLARK COUNTY CITIZENS and BUSINESSES UP !!!!!!! AMEN.

Kimberlee Goheen Elbon ~ Serving God Family Country with all My Heart Amen.
Clark County Life Citizen


we4the4people@aol.com

Do Not black out My E-mail!

A Reply is Requested to my concerns.

Customer Comment Card

Name: Kimberlee Elbon 4:52pm

Address: La Center, wa

Phone: [REDACTED] Email: [REDACTED]

Date: Feb. 13/23 a Monday at what SHOULD BE
A PUBLIC council meeting with plenty of
Room for Citizens to participate;
We appreciate your feedback - thank you!
Comments will be forwarded to the appropriate department for review and response.

However, the ONLINE TIME for today's meeting
was shown as 6:30pm! The correct time ONLY
showed up today! I DO NOT Believe this
meeting complies to the "Public" Meetings
Law; as the "Public" did not have
accurate time! This is also by DESIGN.
This council, the CC council/BOT, city & county
managers - *NOT ELECTED* - DO NOT WANT THE
citizens to interrupt their Local Tyrannical
un-Constitutional government - Following
continue next page

Continued--- the United Nations, W.H.O.
C.D.C., W.H.I. and ELETISTS that are now
carrying out AGENDA 21-2030 for a

Name:

Address: one world order government AND

Phone:

Depopulate Email: Do not tell me you

are not aware of this. The Citizens
are about to wake up to this nightmare

We appreciate your feedback - thank you!

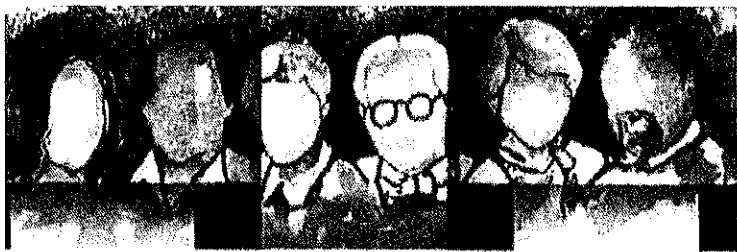
that you ALL comply to,

Comments will be forwarded to the appropriate department for review and response.

I drove over 25 miles to attend this
meeting IN PERSON and I Believe I
have been Discriminated against,
as I am the only Person who is here,
turned down & said to listen in the
Aspen Room! I also request how many
People were in attendance in the Birch
Room & what is the maximum capacity?
I received no materials that others
part took and The "Public" Notice was
NOT transparent. Kimberlee Elbon

2 of 2

copies made, and
handed in City Hall 2-13-23



Vanc. City council
members of the UN
called the ICLEI -
(JBS.org) they follow
a two fold agenda -
1. weaken America for a
one world socialistic
governmental order
2. Depopulated Public
Records will show

At the City of Vancouver, ➡

We Respect, Support and Value diversity.

<http://citynet/CMO/Diversity>

at the Clark County
Council / Board of
Health Public Records

Watch Oct. 24, 22
play last 10 minutes
& see socialism in
action. That is Me
and I have a notice
of Lawsuit!
Vaherke Elbon



Tyre Nichols was KILLED by the Cops.

And it will happen again if we don't get control of our Police.

Vancouver Mayor Anne McEnerny-Ogle and Police Chief Mori made statements about Tyre Nichols "death" saying "it would not be tolerated here," yet since 2017 VPD has "tolerated" KILLING at least 7 of our neighbors. Their names are:

Andrew Williams
William Abbe
Justin Burton
David W. Hamilton
Clayton Joseph
Michael Pierce
Carlos Hunter

Since 2020, Clark County Sheriff's Deputies have KILLED at least 4, including:

Kevin Peterson Jr
Jenoah Donald
Kfin Karou, "KDROP"
& Vancouver Police Officer Donald Sahota

The residents of Vancouver don't have control of our police.
The VANCOUVER POLICE OFFICERS GUILD & City Staff negotiate their own rules and "Accountability", But the neighbors who they police and kill are left out.
Until we DEMAND LOCAL NEIGHBORHOOD CONTROL OF POLICE, we will continue to experience their abuse of power. We must stop looking to Police or The City to meet our needs, its not working. No amount of money or reform can change our system from functioning as designed: to maximize profit and control.
Instead lets empower the residents and start with this:
IF YOU SEND PEOPLE TO POLICE US, WE WANT CONTROL OF THEM

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JAIL SERVICES

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Jail History

- Due to low population, little consideration was given to constructing either a courthouse or a jail. Initially, prisoners, when absolutely necessary were housed first in the gaol (Old English word for jail) of the old Hudson's Bay Fort and later in the military stockade at Fort Vancouver. This arrangement was finally altered with the construction of a jail located just northeast of the two story wooden courthouse constructed two years earlier. This wooden facility was constructed for \$1,555 by Silas Maxon from a special jail tax.
- 1860** On June 13, 1860, Mr. A. H. Sheffield proposed to the Board of County Commissioners that he be allowed to run the jail and be given custody of any prisoners held there for the term of one year for the purpose of "working the prisoners for wages". In turn, Mr. Sheffield would be paid \$1.50 per day and would be responsible for finding the work and watching them. The funds would be paid from the wages that the prisoners earned. The proposal was unanimously accepted by the Board and Mr. Sheffield was made the first official jailer of Clark County.
- 1883** Judicial activity had increased to the point that the decision was made to construct a new courthouse. This courthouse was constructed on the site of the present courthouse. Unlike the original, this one was constructed to house the Sheriff's Office and the jail in the basement.
- 1885** Courthouse and Jail were built for \$44,460. This burned to the ground in 1890. The fire, apparently caused by defective furnace pipes, quickly consumed the whole building. Six prisoners in the jail at this time, all were saved, however singed. The jail was also the holding facility for the "insane" pending judicial determination.
- 1887** The general configuration of the jail is not known. What is known is that it was not escape proof. At least one escape took place on November 1, 1887 when three prisoners were able to construct a "key" that let them out of their cell and escape.
- 1925** Last Hanging, George Edward Whitfield, a twenty year old farm hand, found guilty of rape and murder.
- 1930** 527 arrests were recorded for the year.
- 1931** Jail food costs were bid at 15 cents for breakfast and dinner, and lunch at 10 cents.
- 1933** Great Escape Foiled! Eleven prisoners attempted to tunnel out of the old Bastille Jail digging a 18' tunnel. The dirt was disposed of by flushing it down a toilet.
- 1941** New Courthouse and Jail was built. The Jail was now on the fifth floor of the Clark County Courthouse and opened in December with an operating budget of \$33,335.
- 1943** Average Daily Jail Population fluctuated between 40-70 prisoners.
- 1981** Inmates in the north tank of the courthouse jail riot over excessive temperatures and overcrowding.
- 1984** The Sentencing Reform Act changed the way felons were sentenced, and kept a larger number of inmates in local county jails when they used to go to state prisons.
- The new Law Enforcement Center and Jail Facility opened July 1984, with a jail capacity of 300 beds. Two federal inmates broke out a window and sawed through the bars and escaped from the new jail via the roof.
- 1988** The jail double bunked dormitories adding 50 more beds which increased the jail's capacity to 350.
- 1989** The old City Jail located in the basement of the Vancouver Police Department was reopened as an alternative housing and women's work release facility, adding 28 beds. New jail capacity set at 378. Notorious child killer Wesley Allan Dodd was arrested and booked into the Clark County Jail. Dodd was hanged for his crimes on January 5, 1993 at Walla Walla State Prison.
- 1992** City Jail closed resulting in the loss of 28 beds. The annual average daily population was 426. A lease for two beds for women's work release was contracted with the Royal Arms Shelter. Jail capacity remains at 350.
- 1994** Medium Security Jail cells were double bunked adding 111 additional beds. Jail capacity at 461. Jail population tops capacity with an average daily population of 462. Projections indicated that by the year 2015, Clark County would need a minimum of 1200 beds for local incarceration needs. Jail officials prepare for overcrowding and problems associated with overcrowding.
- 1996** Sheriff Garry Lucas creates a Special Detention Unit with the objective being to site, build and operate a Jail Work Center. A citizen's citing task force was appointed to study and make final sites recommendations to the Sheriff.
- 1997** The jail's annual budget is \$7,986,658. Annual average daily jail population is 561. The County purchases property from Alcoa Company for future development toward a Jail Work Center.

- 2000** The Clark County Jail Work Center opened in April. The facility operates two housing units, the In-Custody and Work Release Unit. The In-Custody Unit has 124 beds and the Work Release Unit has 99 beds.
- 2001** The Medical Services Contract was awarded to Prison Health Services. The medical contractor provides medical services to individuals confined in the Main Jail, Jail Work Center In-Custody, and Juvenile Detention facilities.
- 2006** The former Main jail Work Release area re-opened, designated as "H" Pod. Added an additional 56 beds increasing operational beds to 614, which is over double the number of beds when the facility opened in 1984, for a population that reached a record of 875 inmates.
- The Main Jail facility underwent a retrofit; installed in each cell were tamper proof grills over vents, tamper proof plate covers over cell switches and outlets, and rubber bumpers in hallways eliminating chips in cement walls from various carts used.
- The Jail Work Center Work Release program passed the accreditation process and is an acknowledged American Correctional Association (ACA) facility.
- 2006 - 2007** The Clark County Jail facility underwent a remodel which included; adding four professional visitors booths in the North Lobby, adding four Video Arraignment booths (one dedicated for Battleground Courts), an inmate restroom in one holding area, and half of the current library space to expand the medical unit. The Jail Work Center kitchen floor was replaced.
- 2007** The Clark County Main Jail experienced in March, two completed inmate suicides and in December a first ever hostage situation which ended peacefully with the assistance of the SWAT Team. The last completed suicide was in November 1998.
- The Medical Services Contract was awarded to Wexford Health Sources. The medical contractor provides medical services to individuals confined in the Main Jail, Jail Work Center In-Custody, and Juvenile Detention facilities.
- 2008** In October, the Main Jail had another hostage situation which also ended peacefully.
- 2009** Clark County had a budget deficit requiring two rounds of departmental budget cuts resulting in closure of "H" pod, losing 57 beds in early 2009, and a total of 36 staff positions; 2 sergeants, 32 custody staff, 1 support staff, and 1 jail industry technician.
- 2010** The Clark County Jail was to eliminate 15 staff positions and close 100 beds by 2010. A new contractor for inmate medical services, and the County and Custody Officers Guild agreed to defer a 3.25 percent cost of living raise until 2011. These two agreements saved the 15 staff positions and prevented closure of 100 beds.
- The Medical Services Contract was awarded to ConMed Healthcare Management. The medical contractor provides medical services to individuals confined in the Main Jail, Jail Work Center In-Custody, and Juvenile Detention facilities.
- 2012** The Work Release building at the Jail Work Center is closed due to lower inmate population.
- 2020** The Medical Services Contract was awarded to Naphcare. The medical contractor provides medical services to individuals confined in the Main Jail, Jail Work Center In-Custody, and Juvenile Detention facilities on February 1, 2020.
- 2022** On September 20, 2022, the Clark County Council approved the transfer of management of the Clark County Jail from the Sheriff's Office to the County Manager's Office. An executive leadership team was in place on October 17th to begin the planning of the transition.
- The Medical Services Contract was awarded to WellPath. The medical contractor provides medical services to individuals confined in the Main Jail, Jail Work Center In-Custody, and Juvenile Detention facilities.
- 2023** On January 1st, 2023, the Clark County Department of Jail Services was established. The transition of jail services support and division of workload continues until April 12, 2023 at which time transition ends.
- March 1, 2023 WellPath took over inmate medical care as Clark County Jail's contracted medical provider.

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Annual reports

Annual Reports

The reports below include details on staffing levels, jail statistics and news concerning the custody operations of the Clark County jail.

[2019 Annual Report](#)

[2018 Annual Report](#)

[2017 Annual Report](#)

[2016 Annual Report](#)

[2015 Annual Report](#)

[2014 Annual Report](#)

[2013 Annual Report](#)

[2012 Annual Report](#)

[2012 Addendum](#)

[2011 Annual Report](#)



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News

August 9, 2022

EFFECTIVE COMMUNICATION METHODS

Mid year of 2021, the Clark County Jail in coordination with the DOJ, implemented several procedures and practices ensuring individuals with communication disabilities housed at the Clark County Jail are afforded equal access to all of CCSO Jail's services from the time booked through release.

An Effective Communication Coordinator (ECC) unit was created to facilitate any aid or services needed for those with communication disabilities while in the Jail. Staff and the ECC assist individuals requests as communication needs change for different types of activities.

At booking, an assessment is completed indicating any communication services needed or preferred for either themselves or communicating with a family member or friend.

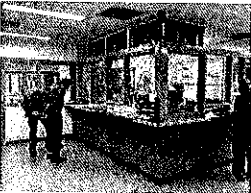
In person communication methods and services between Staff and the individual include but are not limited to ASL or other interpreters, tablets for typing conversation, pictograph, written notes, telecommunication and hearing assistive devices. Some of these aids can be used in the housing units as well. The TVs have closed captions turned on. Tablets, VRS, TTY and other telecommunication devices are available for communication with those outside of the housing unit and the Jail.

Any concerns regarding an individual's communication disability, please contact the ECC unit who will address your concern.

Main Jail Areas



Main Jail Areas



Booking Area

Main Jail Areas



Medical Exam Room

Main Jail Areas

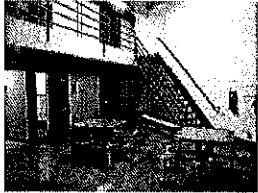


Inmate Housing Areas



Inmate Dayroom

Inmate Housing Areas



Housing Tier and Dayroom

Inmate Housing Areas



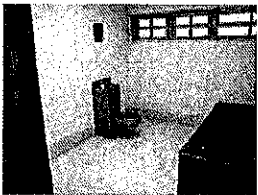
Housing Tier and Dayroom

Inmate Housing Areas



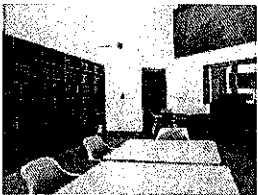
Housing Cell

Inmate Housing Areas



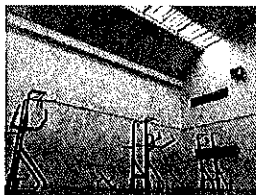
High Risk Housing Cell

Inmate Areas



Law Library

Inmate Areas



Inmate Exercise Area

Inmate Areas



Recreational Area

Inmate Areas



vertical_align_top[Skip to main content](#)

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Jail Services

- [Elected Officials](#)
- [Maps & Records](#)

Jail Services

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- [addVisiting information](#)
- [Jail roster](#)
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- [VINE - Custody status notifications](#)
- [Jail history](#)
- [Americans with Disabilities Act \(ADA\)](#)
- [Annual reports](#)
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- [Contact](#)

Created 10/5/22

Jail Services Transition

On September 20, 2022, the Clark County Council approved a resolution to begin the transfer of management of the county jail from the Sheriff's Office to the County Manager's Office. An executive leadership team is in place and will begin October 17. It is anticipated that the transition will take several months. With the goal of providing information to the public, we are publicizing questions and answers. When updated, the date at the top will be updated and revision dates will be added to each specific question and answer if updated.

proud past, promising future

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Jail Services Transition

On September 20, 2022, the Clark County Council approved a resolution to begin the transfer of management of the county jail from the Sheriff's Office to the County Manager's Office. An executive leadership team is in place and will begin October 17. It is anticipated that the transition will take several months. With the goal of providing information to the public, we are publicizing questions and answers. When updated, the date at the top will be updated and revision dates will be added to each specific question and answer if updated.

Q what is the current authority the sheriff has over the 'jail' versus the County Council?

The sheriff currently has full authority to set policy and procedures, govern the strategic direction, determine operations, including but not limited to, hiring/terminating employees, full time equivalent (FTE) allocation, facility maintenance, services provided, etc. and determine budget requests, priorities and expenditures.

The county council considers and approves the department budget and number of FTE that is presented by the sheriff and recommended through the county manager.

NOTE: Sheriff is not capitalized! No mention of Citizens and how this new order affects US6

Created 10/5/22

Q why was there a recommendation to transition the management of the jail from the Sheriff's Office to the County Manager's Office?

Jail services is a countywide service. This transition will allow additional resources to be allocated to the jail and at the same time, allow the sheriff to focus specifically on law enforcement in the community.

Created 10/5/22

Q why wasn't a full transition plan developed prior to the creation of the new department?

The county wanted to ensure staff resources were utilized appropriately; therefore, the plan would be developed after the council considered and approved the new department. The transition plan will be developed and updated as this process is evolving.

Created 10/5/22

Q will the County privatize the jail?

No. The county manager and council have publicly stated they are not discussing privatizing the jail.

Created 10/5/22

Q Do other jurisdictions in the State that utilize this model?

There are a few jurisdictions that utilize this model including Spokane, King, Cowlitz, and Benton counties and SCORE which contracts with six cities just south of Seattle.

Created 10/5/22

1-5

Q What are the benefits other jurisdictions have seen by using this model.

Other jurisdictions have seen more involvement, transparency, and intentional data-driven policies by utilizing advisory boards. Additionally, the specific focus on jail operations has been streamlined processes in the jail from intake throughout the entire law and justice system. Another benefit realized in Spokane County is that they are the only certified mental health facility jail in the state of Washington, ensuring those housed in the jail as well as trained staff have appropriate resources and services available.

Created 10/5/22

Q Is the transaction done?

No, creating the new department of Jail Services was the first step in the transition.

Created 10/5/22

Q Was this decision made due to facility needs?

No. The sheriff has discussed over the years the need for facility updates and ensure adequate facility space is planned for to accommodate the population growth. While the sheriff currently has the ability to provide updates to the facilities (e.g. paint, fix broken doors, cleaning, etc.), the county has started a capital plan to update and/or build a new jail facility. There have been a couple prior studies completed that can be found on the county's website. Funding for architect and engineering will be on a council meeting agenda in October for their consideration - this is the first step to determine the best path forward and specific costing (e.g. full remodel, build new, look at other available options or a combination of all three).

Created 10/5/22

Q Was this decision made due to the current elections of the Sheriff and/or Council candidates that are currently running for office?

No, it is acknowledged and understood how the timing and optics could lead to this question.

Created 10/5/22

Q Why was the leadership team appointed for the new Jail Services department?

The new leadership team will lead the development and implementation of the transition plan, ensuring a smooth transition and continuity of service.

Created 10/5/22

Q Why wasn't there a recruitment for the leadership team?

Human Resources Policy permits separate elected officials and the county manager to appoint certain positions that are unique. The leadership team of the newly formed Jail Services department consist of vast skillsets in jail leadership, operations and administration, including intimate knowledge of current jail operations. This team will lead the development and implementation of the transition plan, ensuring continuity of service.

Created 10/5/22

Q Who has been appointed to the Jail Services leadership team and what unique skill set and attributes do they bring to the team?

David Shook has been appointed as director of Jail Services, Joe Barnett has been appointed as manager of jail administration and Bryan Pilakowski has been appointed as manager of jail operations.

Shook currently works for the Sheriff's Office and previously worked for Washington County for 25 years in both corrections and enforcement and held leadership roles in training and operations.

Barnett has worked for Clark County for more than 30 years and is currently a commander in corrections. Pilakowski has been with the Clark County Sheriff's Office for more than 20 years and is currently a corrections deputy. Both Barnett and Pilakowski have been instrumental in providing leadership in their respective positions in corrections.

Created 10/5/22

Q Were any of the Jail Services leadership team appointed due to their political aspirations or affiliation and/or personal relationships?

The leadership team was appointed solely based on their experience and expertise in jail leadership, operations and administration. Political affiliations are not known, explored nor considered as part of the hiring process. Additionally, prior political aspirations are personal to an applicant and are not the basis of a hiring decision. Of course, the ability to build personal relationships with all stakeholders is a key leadership attribute vital to the positions; which all three members of this leadership team possess.

(Businesses NOT citizens! @/)

Created 10/5/22

Q When does the leadership team start in their new positions?

Monday, October 17, 2022. It is anticipated that the budget and full time equivalent employees (FTE) will be transitioned to the County Manager's Office in January 1, 2023 in conjunction with the budget process.

Created 10/5/22

Q Will the cost of the leadership team require additional funding that is not budgeted?

No, one position will remain in their current fully budgeted position and the other two positions will be placed in fully budgeted vacant positions.

Created 10/5/22

Q Who is in charge of the jail now?

The jail is still under the authority of the sheriff.

Created 10/5/22

Q Who makes decisions on operations and policy regarding the jail now?

The sheriff will continue to oversee the operations and policy for the jail. It has been communicated that they will work closely with the new Jail Services leadership team and collaborate on short- and long-term decisions directly impacting the jail.

Created 10/5/22

Q When will the budget and full time equivalent (FTE) employees be transitioned to the County Manager's Office?

It is anticipated the budget and FTE will transition January 1, 2023, in conjunction with the budget process. With that said, there will be ongoing dialogue between departments after January 1, 2023, which may result in some transfers occurring at a later time.

Created 10/5/22

Q Does this transaction impact who is held in the jail and how long?

No. The judges currently, and will continue to, make the final determination on who is held in the jail and how long.

Created 10/5/22

Q Does this transaction eliminate, limit or change in any way the sheriff's ability to enforce the law in the community?

No. The authority of the sheriff to enforce laws in the community is not impacted by this transition. Sheriff authority is defined in the Revised Code of Washington Chapter 36.28.

Created 10/5/22

Q Does this transaction change the relationship between law enforcement and the jail?

No. The relationship between all law enforcement (e.g. sheriff, police departments) does not change with this transition.

Created 10/5/22

Q Is funding or FTE being removed that support law enforcement in the community?

No. The only budget and FTE that will be transferred will be the budget and FTE that is allocated for corrections.

Created 10/5/22

Q Will any employee lose their job?

No employee will lose their job.

Created 10/5/22

Q What are examples of items that will be included and/or discussed as part of the transition plan?

Examples include budget, FTE, operations in the jail, interactions and support with other county departments (e.g. information technology, fleet, etc.), agreements with other jurisdictions and bargaining. Departments are currently brainstorming and listing out any items that may need to be further discussed.

Created 10/5/22

Q Will anything be implemented or considered prior to the transition plan being complete?

Due to timing issues, there are a few items that we are currently reviewing now. One being an advisory board to provide policy recommendations to the leadership team and council. Advisory board members may include, but not limited to, law enforcement, local government jurisdictions, prosecuting attorney, courts, mental/behavioral support specialist and community members. It is anticipated council will be discussing this at a council time in October.

Additionally, there are discussions regarding utilizing mental health sales tax (MHST) funding that has already been collected for expansion of mental/behavioral supports and services in the jail. We are currently gathering a list of names of organizations and individuals that have these specific expertise to give to the MHST board. This will also be in line to maximize our ability to solidify funding through this process and the county's budget cycle.

There may be other items that can be initiated before the transition plan is complete.

Created 10/5/22

4-5

Q What are the top priorities that are being done now?

Top priorities include collaborating and brainstorming with all departments and offices to determine everything that will be implemented and determining a path forward; hiring employees (corrections is currently down approximately 25 FTE); collaborating and bargaining impacts with appropriate guilds; organizational structure; advisory board; facility updates; and communications plan.

Created 10/5/22

Q How can a community member reach out if they have questions, suggestions, feedback, etc?

Please email ccjail@clark.wa.gov

EMAIL - ccjail@clark.wa.gov

Q What is THE county's ask of the community?

Please contact us if you have any questions - we do value your feedback! This change in operations was proposed in order to assist the sheriff; ensure our staff are well supported; our community partners and stakeholders are valued, heard and continue to be strategic partners; and those housed in the jail have resources necessary to ensure when they return to the community, they are successful.

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Q How ~~long~~ often will updates be shared?

The questions and answers will be updated as we move through this process and/or receive feedback. Additionally, feedback at council time will occur when applicable - the agenda is posted Tuesday mornings for the Wednesday council time. Agendas are on the county's website at <https://clark.wa.gov/councilors/clark-county-council-meetings>.

Created 10/5/22

note - 1. make comments!

2. who wrote questions and who wrote the answers?

5-5



City of Vancouver 2023 First Supplemental Budget

CITY OF
Vancouver
WASHINGTON

Vancouver City Council Workshop
Natasha Ramras, CFO

Presentation Overview & Background

Review major items included in the 2023 First Supplemental Budget Appropriation:

- Operating & Capital Budget; FTE changes

Background:

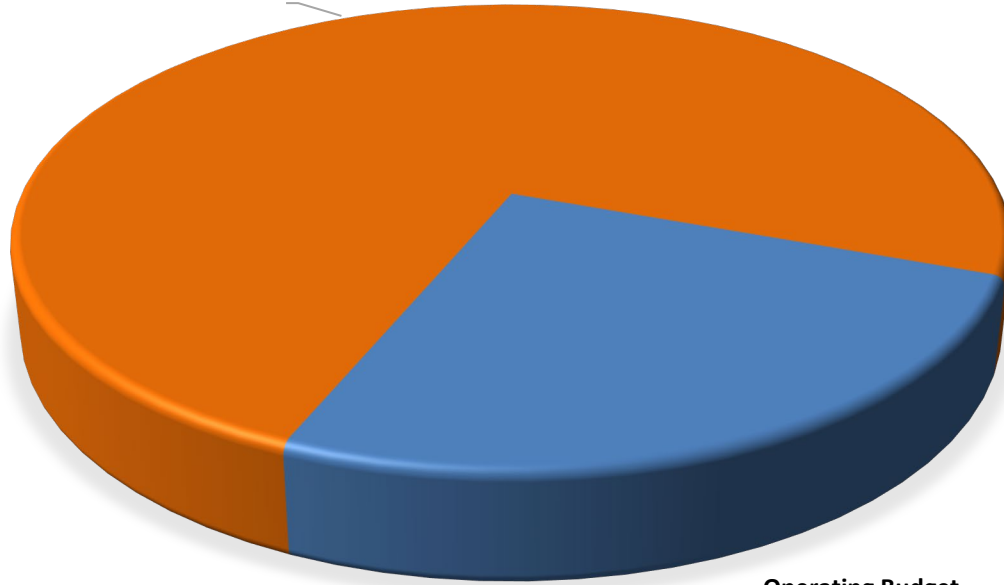
Supplemental Appropriation - a mid-biennial budget amendment that allows for necessary adjustments to the adopted biennial budget as a result of unanticipated circumstances.

- **Scope of the 2023 First Supplemental:**
 - Carry-forward appropriation from the 2021-2022 biennium;
 - Grant and other funding sources – supported items;
 - Corrections and administrative items;
 - FTEs only if funded with external revenue sources.
- Council Approval is required for increases in appropriations and staffing.

2023 First Supplemental Operating and Capital Budget

\$140.2 M Total

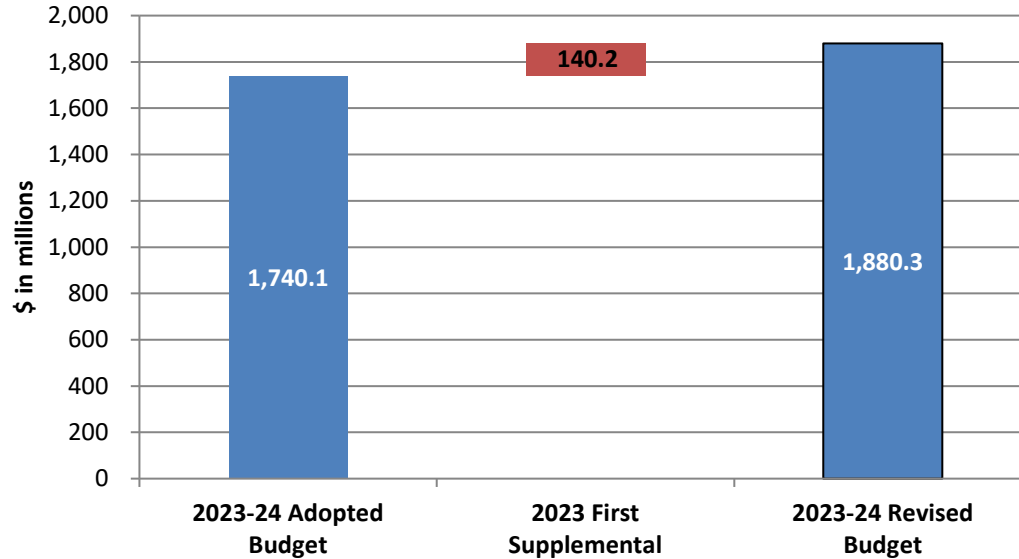
Capital Budget, \$104.1 , 74%



Operating Budget,
\$36.1 , 26%

8.1% increase to the current biennium budget bringing the revised budget to \$1.9 B overall

2023-24 City of Vancouver Biennial Budget



2023 First Supplemental Budget Appropriation

Total 2023 First
Supplemental: \$140.2M

Operating
Budget
\$36.1M

Capital
Budget
\$104.1M

- Total net impact:
\$55.2 M city-wide
- Net Impact on the
General Fund:
utilization of
undesignated cash
balance of \$10.1 M

2023 First Supplemental Budget Appropriation

Total 2023 First Supplemental: \$140.2M

Operating Budget
\$36.1M

Capital Budget
\$104.1M

General, Street, Fire
Funds
\$13.6M

Other Funds
\$22.5M

Capital Projects
\$67.1M

Funding Transfers
\$37.0M

Major Highlights

- Transportation / Pavement Management Carry-forwards \$13.3M
- One-time investments:
 - Multiple Property Acquisitions for Economic Development \$12.0M
 - Fruit Valley Park Playground Renovation (donation-funded) \$1.0M
 - Self-Contained Breathing Apparatus Upgrade \$0.6M
 - Upper Main Street Corridor Planning Increase \$0.3M
 - Supported Campsites Grant \$0.2M
 - Heights – 100% Design (scope increase) \$0.2M

General, Street, Fire Funds \$13.6M

New

Administrative

Grant and Other Revenue -
funded

Carry-forward Items

General, Street, Fire: Grants (New & Carry-Forward)

Fire & Police

\$0.2M

- Homeland Security Grant - CF
- Assistance to Firefighters Grant - CF
- Prehospital Trauma Grant - New

Streets

\$2.9M

- National Highway Service Grant Funding for Pavement Management - New

General

\$1.9M

- Fruit Valley Park Playground Renovation - New
- Supported Campsites - New
- Commute Trip Reduction - New
- Safe Routes to School for Bike Clark County Active Empowerment Programming – New
- Interstate Bridge Replacement Program - New

General, Street, Fire: Carry-forward

Carry-forward Items (\$5.6M):

- Heights Acquisition & Design
- eProsecutor (Case Management Software)
- Local Diverse Community Outreach Consulting
- Pavement Management Funding
- Sidewalk Infill Projects Funding
- Comprehensive Plan Update
- Transportation System Plan Update

General, Street, Fire: New

New Items (\$3.0M):

- Upper Main Street Corridor Planning
- SCBA Communications Upgrade
- EMS Tablet Purchase
- Homelessness Sites 1 & 3 Service Provider Contract Increase
- Wellness and Mental Health Services (Police & Fire)
- Fire Vehicle Replacements

Other Operating Funds: Administrative and CF

Administrative (\$1.1M):

- Consolidation of PIF Funds
- Alignment of Budget between Grounds Maintenance and Grounds Facilities funds

Carry-forward Items (\$14.8M):

- Fourth Plain Corridor & Community Supported Investment Strategy (ARPA)
- Main Street: 5th to 15th (ARPA)
- Vancouver Center Maintenance Contract
- City Website Redesign
- SharePoint Migration to the Cloud
- Fleet Vehicles

Other Operating Funds: New

New Items (\$6.6M):

- Citywide Long Range Facilities Plan
- Solid Waste Program Professional Services
- Wastewater Dump Truck Replacement
- Raid Van Replacement
- Surface Water Sweeper Replacement
- Electrical Engineering Consultant
- Facilities Conditions Assessment
- Appropriation for awarded 2023 PEG Grants

2023 First Supplemental: FTE Summary: Net New 7.6 FTEs

Public Works (3.0 FTEs)

- 1.0 FTE limited term, Senior Civil Engineer to support Operation Center Construction
- 1.0 FTE limited term, Senior Construction Inspector to support Operation Center Construction
- 1.0 FTE Senior Civil Engineer to support Street/Transportation projects

Public Safety (2.0 FTEs)

- 2.0 FTE Fire Battalion Chiefs

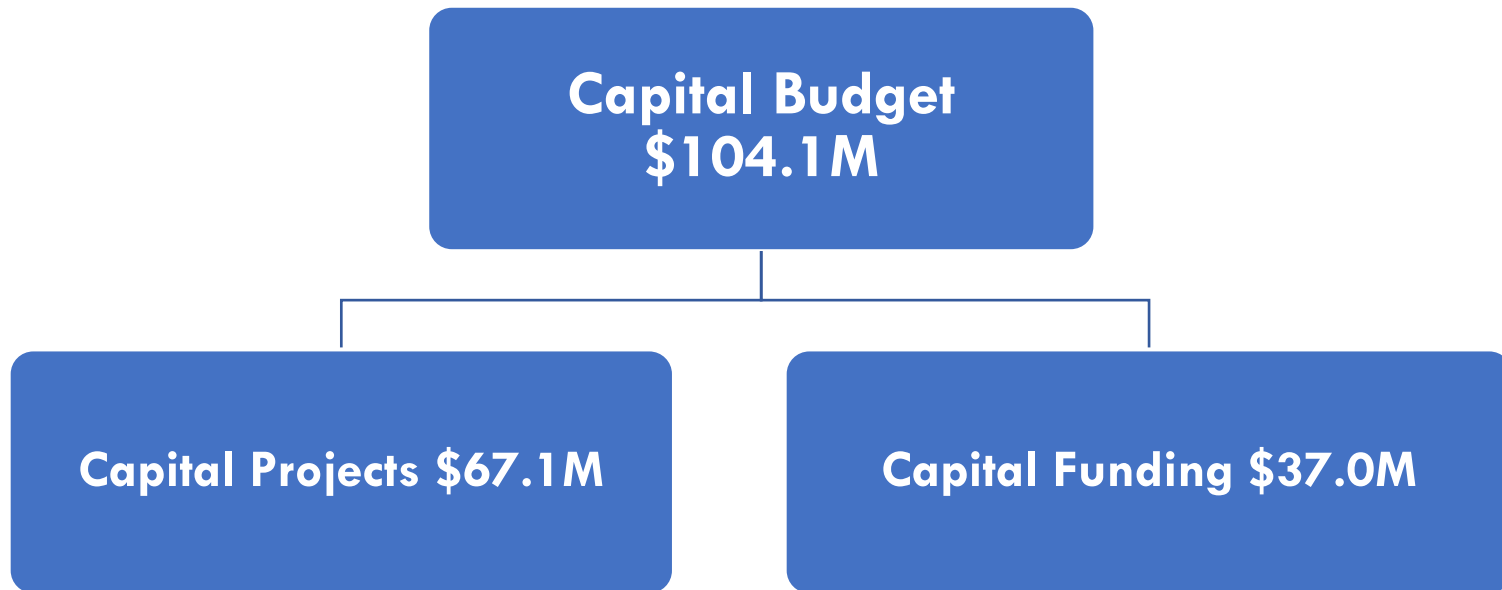
Community & Economic Development (2.0 FTEs)

- 1.0 FTEs Limited-Term FTE to support Interstate Bridge project
- 1.0 FTE Planner to support the projects in the Complete Streets Program

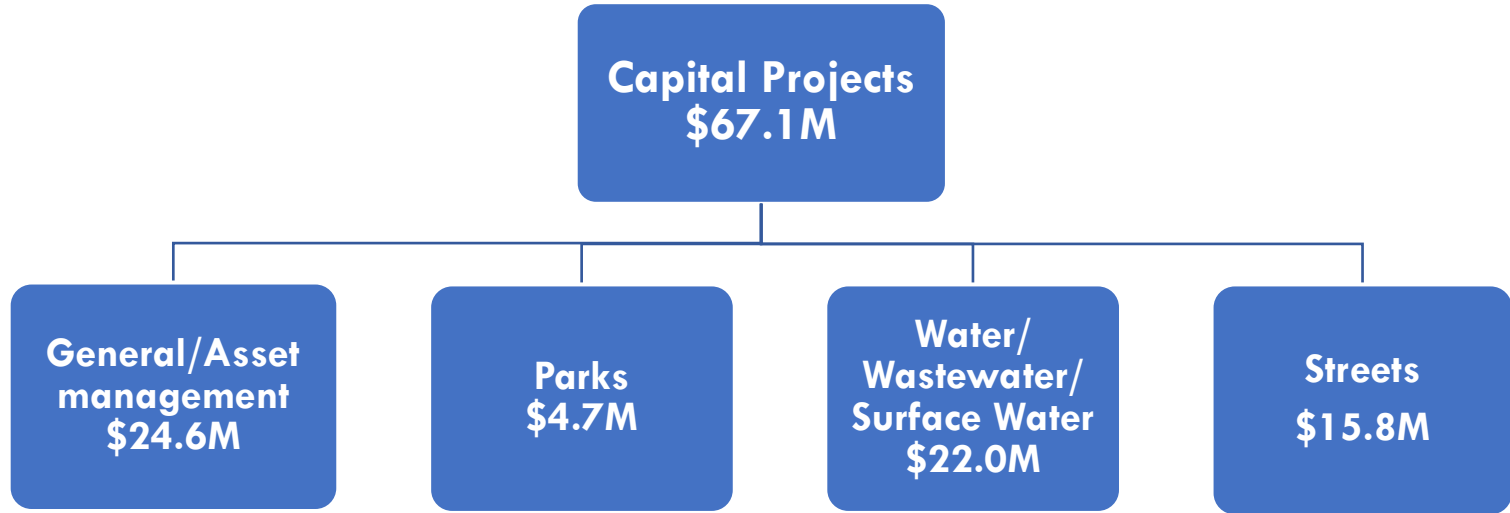
Internal Services & Parks (0.60 FTEs)

- 0.10 FTE Increase of a Senior Support Specialist to 0.60 FTE
- 0.50 FTE increase to a Recreation Specialist

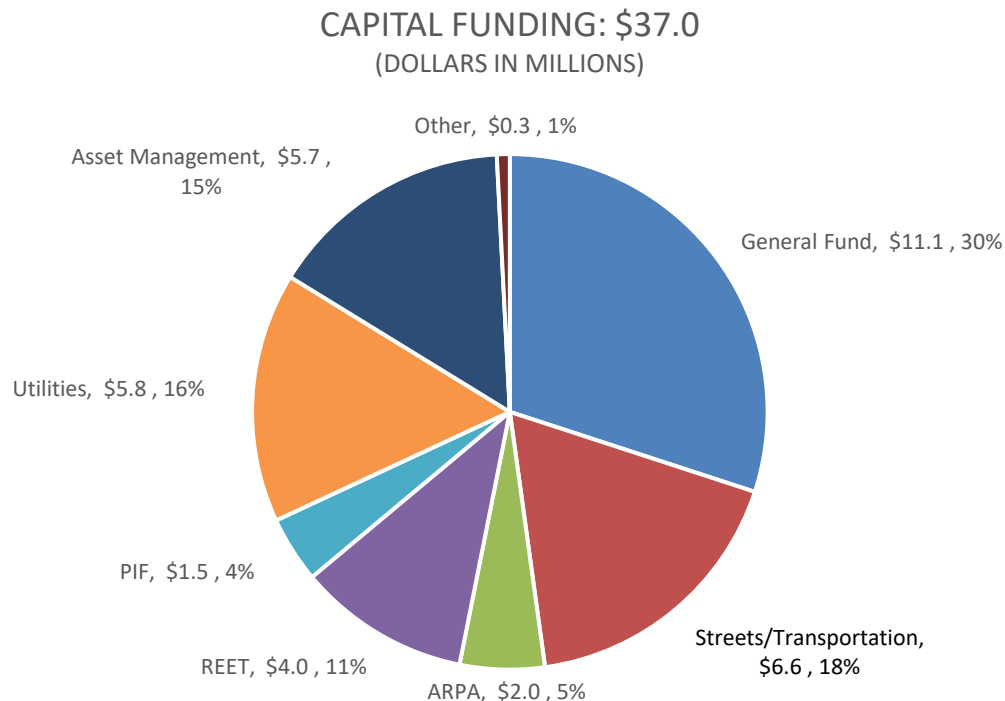
2023 First Supplemental: Capital Budget



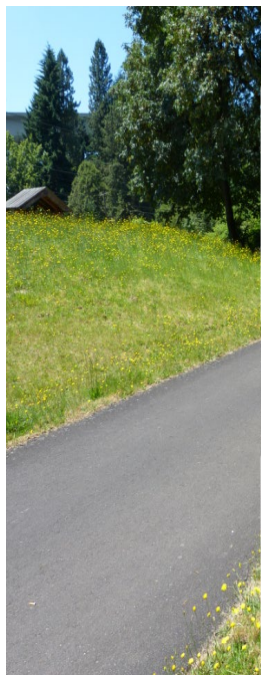
2023 First Supplemental: Capital Projects



2023 First Supplemental: Capital Funding



Capital Budget: Parks and General



General/ Asset Management

Total
\$24.6M

Highlights:

- Multiple Property Acquisitions for Economic Development \$12.0M
- Upgrade and Move City Hall Generator \$ 5.5M
- Fourth Plains Commons Cost Increase (ARPA) \$ 1.5M
- Fire Station 5 HVAC/Boiler Replacement \$ 0.8M
- Pearson Airfield Solar Panel Systems (Grant) \$ 0.3M

Parks

Total
\$4.7M

Highlights:

- Raymond Shaffer Park Development - CF \$1.4M
- Fruit Valley Park Playground Replacement (Grant) \$1.0M
- Marshall Park Restroom Upgrades \$0.9M
- Bagley Community Park Development (ARPA) - CF \$0.4M

Capital Budget: Streets and transportation



**Streets/
Transportation**
Total \$15.8M

Highlights:

- NW 32nd - Lower River Rd to NW 61st St - CF \$5.0M
- NE 184th Avenue - SE 1st Street to NE 4th Street - CF \$3.5M
- SE 34th Street Complete Street Project \$1.3M
- NE 192nd Avenue - NE 18th Street to SE 1st Street \$1.3M
- 137th Ave Corridor - 49th to Fourth Plain - CF \$1.1M
- Fourth Plain Safety and Mobility Project
- F St to Fort Vancouver Way \$0.5M

Capital Budget: Water and Wastewater



**Water
Total
\$12.8M**

Highlights:

- 9th St to 18th St, 112th Ave to 129th Ave (T-36) \$5.0M
- Water Station 5 Reservoir, Pump, E-Power - CF \$1.9M
- Water Station 1 Reservoirs and Standpip - CF \$1.2M
- WS 14 Polyfluoroalkyl Substances Treatment System \$1.1M

**Wastewater
Total \$7.4M**

Highlights:

- Southside Interceptor Rehab Phase 2,3,4,&5 - CF \$3.1M
- G2 Sewer Basin/Trunk Interceptor Realignment - CF \$1.9M
- Maplecrest Pump Station Reconstruct - CF \$1.0M

Next Steps

First Reading
May 1, 2023

Public Hearing
May 8, 2023



Questions and Discussion

Natasha Ramras, CFO

(360) 487-8484, Natasha.Ramras@cityofvancouver.us

Shannon Olsen, Budget Manager

(360) 487-8497, Shannon.Olsen@cityofvancouver.us





Staff Report: 063-23

TO: Mayor and City Council

FROM: Eric Holmes, City Manager

DATE: 4/24/2023

SUBJECT Partial Easement Vacation - 2902 Falk Rd

Key Points

- Partial vacation of sanitary sewer easement recorded under Auditor's File Number 8008180047 will release approximately 2,452 square feet of encumbered private property.
- Staff is recommending the collection of no compensation for the vacated area.

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 existing sewer easement currently extends all the way to the Falk Road right of way. However, the existing sewer main ends approximately 190 feet west of the Falk Road centerline. The site is planned to be redeveloped and the developer (Ginn Group) has requested that the easterly portion of the easement (approximately 110 feet from the Falk Road centerline) be vacated. This partial vacation will unencumber two future building sites and allow for construction draws associated with financing for the development. Staff has determined that the portion of the easement being vacated is not needed for maintenance of existing or proposed public sewer facilities.

Note: The developer intends to grant new easements over both the existing sewer main and new sewer mains associated with the development. This will allow the remainder of the existing sewer easement to be vacated in the future.

Advantage(s)

Releasing excess easement area reduces parcel encumbrance and allows for private financing.

Disadvantage(s)

None

Budget Impact

None

Prior Council Review

None

Action Requested

Authorize the City Manager or his designee to sign the attached easement release.
Sheryl Hale, Senior Civil Engineer, 360-487-7151

ATTACHMENTS:

- ▢ Easement Vacation documents - 2902 Falk Rd

Attachment 'A'

RECORD AND RETURN TO:
City of Vancouver
City Clerk's Office
P O Box 1995
Vancouver, WA 98668-1995

PARTIAL RELEASE OF SANITARY SEWER EASEMENT

KNOW ALL MEN BY THESE PRESENT: That City of Vancouver, a municipal corporation of the state of Washington, for and in consideration of one dollar (\$1.00) and other good and valuable consideration does hereby release a portion of the sanitary sewer easement described as follows:

A portion of a variable width sanitary sewer easement, described in that Sewer Easement, Fir Grove SDA School to City of Vancouver, recorded August 18th, 1980, under Auditor's File Number 8008180047, records of Clark County Washington, attached hereto as Exhibit "A" (2 pages). Description of the portion to be released, attached hereto as Exhibit "B" (1 page), and a map of the portion to be released, attached hereto as Exhibit "C" (1 page).

Executed this _____ day of _____, 2023.

CITY OF VANCOUVER

Eric Holmes, City Manager

Approved as to form:

Attest:

Jonathan J. Young, City Attorney

Natasha Ramras, City Clerk

State of Washington)
 :ss.
County of Clark)

I certify that I know or have satisfactory evidence that Eric Holmes is the person who appeared before me, and said person acknowledged that he signed this instrument, on oath stated that he was authorized to execute the instrument and acknowledged it as City Manager of City of Vancouver, a municipal corporation, to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

Dated this _____ day of _____, 2023.

NOTARY PUBLIC in and for the state
of Washington residing at _____
My Commission expires: _____

SEWER EASEMENT

30240-10
Sub. Div. Young Est., #1 of Tract 1A, 5.80A

91

Bounded on the south by the south line of the above described tract, and on the north by a line described as: Beginning at a point 30 feet north of, and measured at a right angle to, the southeast corner of the above described tract; thence southwesterly through a point 40 feet north of, and measured at a right angle to, the most southerly southwest corner of the above described tract, to a point on the west line of the above described tract and the terminus of the north line of the easement herein described. As shown on Exhibit "A".

This easement is granted for the purpose of constructing, installing, reconstructing, repairing, operating and maintaining a sanitary sewer and the grantee and its agents and contractors shall have the right to enter upon the premises for such purposes. In addition, the grantor hereby grants to the grantee a temporary right-of-way along the _____ side of the easement described above for the purposes of piling dirt, moving, placing and using equipment and supplies, and other necessary operations for and in connection with the initial construction of the sanitary sewer. The easement area herein conveyed shall be restored to its present condition. Said restoration to be commenced immediately upon completion of the project.

Dated this 25 day of July, 1980

day of July, 1980
Ben W. Bowers

STATE OF WASHINGTON) ss
COUNTY OF CLARK)

On this day personally appeared before me Ben Wolfswinkel to me known to be the individual described in and who executed the within and foregoing instrument and acknowledged that he signed the same as his free and voluntary act and deed for the uses and purposes therein mentioned.

Given under my hand and official seal this 20th day of
July, 1980.

Thomas R. Czerwinski
NOTARY PUBLIC in and for the State
of Washington, residing at Vancouver

**EXHIBIT B: LEGAL DESCRIPTION
EASEMENT RELEASE AREA**

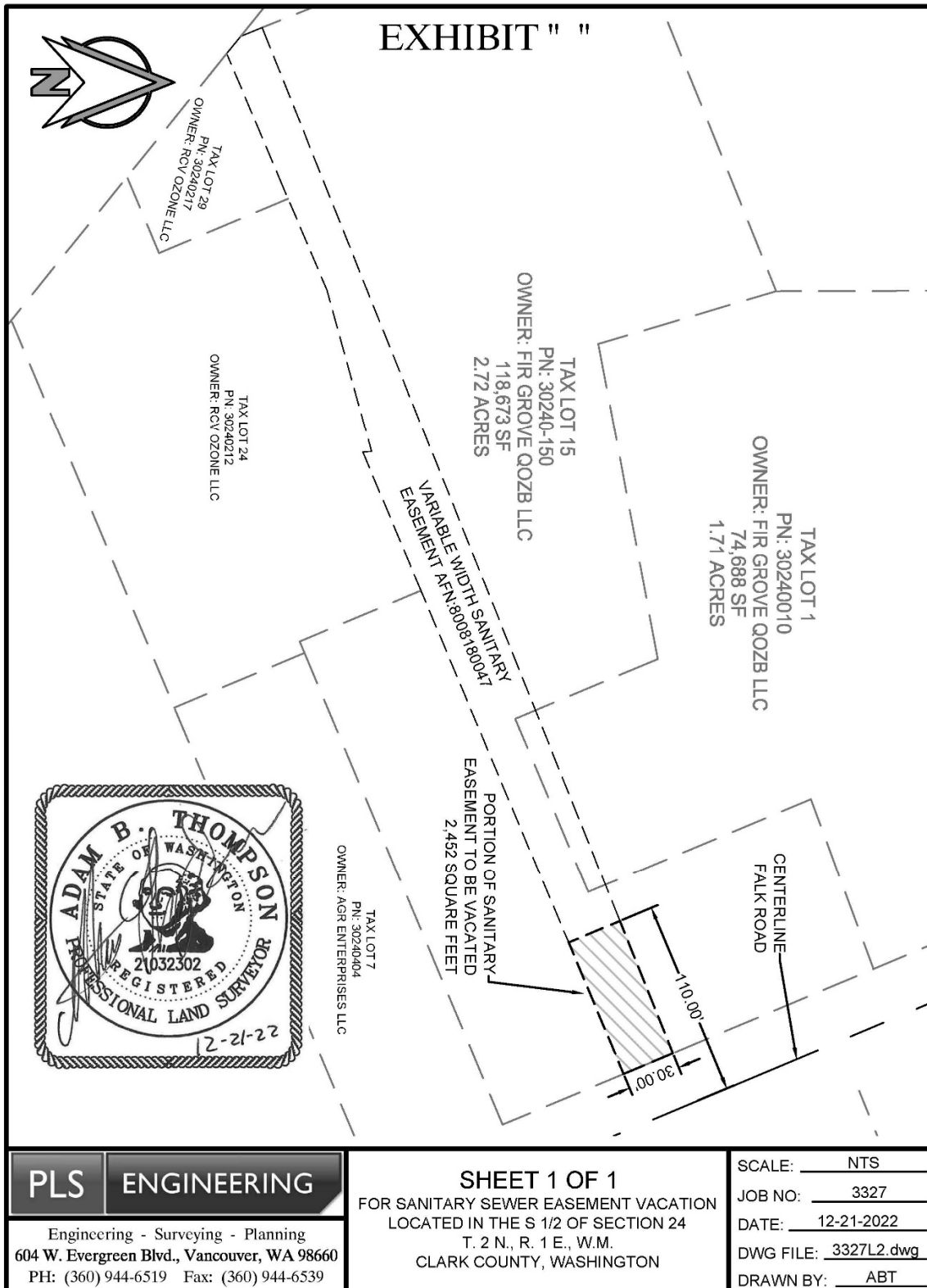
A portion of that sanitary sewer easement conveyed to the City of Vancouver by Fir Grove SDA School, under Auditor's File Number 8008180047, records of Clark County, Washington, located in the Northeast quarter of the Southwest quarter and the Northwest quarter of the Southeast Quarter of Section 24, Township 2 North, Range 1 East, of the Willamette Meridian, Clark County, Washington, being more particularly described as follows:

All of said easement lying within 110.00 feet of the Centerline of Falk Road.

Containing 2,452 square feet, more or less.



EXHIBIT C: ILLUSTRATION OF EASEMENT RELEASE AREA



Attachment 'B'

**LEGAL DESCRIPTION
PROPERTY**

Tax Parcel 30240150

Being in a portion of the Joseph Durgan DLC and in a portion of the Northwest One Quarter of the Southeast One quarter of Section 24, Township 2 North, Range 1 East of the Willamette Meridian, City of Vancouver, Clark County, Washington, more particularly described as follows:

Commencing at the Northeast corner of the Joseph Durgan DLC;

Thence North 89°11'45" West, for a distance of 3125.84 feet to a point on the Westerly Right-of-Way of Falk Road;

Thence South 22°43'16" East along said Westerly Right-of-Way line, for a distance of 81.54 feet to the Point of Beginning;

Thence continuing along said Westerly Right-of-Way line South 22°43'16" East, for a distance of 226.22 feet;

Thence leaving said Westerly Right-of-Way line South 67°13'42" West, for a distance of 295.04 feet;

Thence North 22°43'16" West, for a distance of 74.00 feet;

Thence South 67°15'50" West, for a distance of 84.75 feet;

Thence North 03°08'44" West, for a distance of 5.01 feet;

Thence South 74°31'56" West, for a distance of 94.69 feet;

Thence South 66°56'27" West, for a distance of 66.22 feet;

Thence South 67°02'49" West, for a distance of 77.95 feet;

Thence North 51°00'53" West, for a distance of 12.50 feet;

Thence North 21°57'12" West, for a distance of 225.97 feet;

Thence North 68°03'26" East, for a distance of 245.46 feet;

Thence South 16°32'01" East, for a distance of 104.30 feet;

Thence North 79°20'31" East, for a distance of 180.83 feet;

Thence South 22°46'18" East, for a distance of 87.00 feet;

Thence North 67°13'42" East, for a distance of 106.00 feet;

Thence North 22°43'16" West, for a distance of 135.87 feet;

Thence North 69°50'09" East, for a distance of 102.10 feet to the Point of Beginning;

Containing 2.72 more or less acres.

Subject to and Together with Public roads, Easements and Restrictions of record.

Attachment 'C'



Fir Grove QOZB LLC
502 NE 72nd St.
Vancouver, WA 98665

March 15, 2023

Re: Partial Release of Sanitary Sewer Easement, EAS 08180047

Dear Mark,

I would greatly appreciate it if we can move forward now with a Partial Easement Release of EAS 8008180047. Specially, I'd like to revise the easement area to end 15' (or less) from the eastern terminus of the existing mainline: MH 8211. Once the Fir Grove mainline extension is built and accepted, the City will of course have an easement over all new sanitary improvements constructed as part of the project.

I'm asking to process this Partial Easement Release now, because the existing easement encumbers the first two buildings we plan to construct: the Community Center and Building T. I recognize the City would work with us to allow temp occupancy even with the existing easement encumbering these two building. However, our project financing will not allow construction draws for a building that is encumbered by an existing easement.

I look forward to hearing from you, and I'm hopeful you'll support this request.

Regards,

Chad Stewart



Staff Report: 064-23

TO: Mayor and City Council

FROM: Eric Holmes, City Manager

DATE: 4/24/2023

SUBJECT Professional Services Agreement with MIG for Bagley Park

Key Points

- Bagley Community Park is a 16.19-acre park developed in 1994, making the park and current equipment over 28 years old. The park has been home to many of Vancouver Parks and Recreation's youth and adult sports leagues. There has been declining participation in some of the sports programs and those services don't necessarily serve nearby residents. Now, there is an exciting opportunity to work with the current surrounding community members to reimagine the park in a way that better meets their needs. This will involve exploring new amenities and features.
- Bagley Community Park is within the Fourth Plain For All project areas; a multi-year City initiative to improve the portions of East Fourth Boulevard known as Vancouver's 'international business district; roughly between I-5 and I-205 in Central Vancouver. The initiative is focused on strengthening and growing small business, creating opportunities for entrepreneurs, improving the corridor's safety and appearance, and promoting equitable and inclusive development.
- The City of Vancouver received funding from the American Rescue Plan Act (ARPA) to support recovery from the COVID-19 pandemic-induced economic crisis. The Fourth Plain corridor was selected to receive focused, generational investment for long-term community benefit and resilience.

Strategic Plan Alignment

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

Present Situation

On November 4, 2022, the city received 6 qualification statements for the Bagley Community Park Project (RFQ 46-22). The qualification statements were evaluated based on experience, project

understanding, approach, and public process.

MIG of Seattle, Washington was selected to provide professional services for the Bagley Community Park project, including public outreach, needed pre-development studies and master planning.

The amount of the contract shall not exceed \$440,047.00 plus reimbursable expenses and will be billed on a time and material basis in accordance with the attached contract.

Advantage(s)

1. The master planning process will ensure that Bagley Park continues to provide much needed recreation opportunities for the community and is better designed to serve surrounding residents.
2. The playground is 29 years old and does not meet current consumer product safety standards. Parts are not available, and the playground equipment has served its useful life. It will need to be removed, even if no other park improvements are funded. This will result in having no playground equipment at this community park.
3. Provides a master plan and cost estimates that will support identification of funding for advancing the design through permitting and construction.
4. Creates an opportunity for the public and particularly the residents and businesses to provide significant input into the project.
5. Consistent with the Parks, Recreation & Cultural Services Comprehensive and Capital Improvement plans.

Disadvantage(s)

None

Budget Impact

The cost of the outreach, pre-development work and planning will be covered by ARPA funding as part of the the Fourth Plain For All effort. The 2023-24 Budget includes sufficient appropriation to cover the cost of the work associated with this contract by the federal funding.

Prior Council Review

- ARPA Funds Investment Framework
- Presentation at City Council Workshop on November 15, 2021

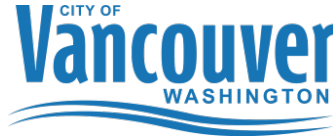
Action Requested

Authorize the City Manager or their designee to execute a professional services agreement with MIG for substantially the services referenced above in a contract with a not-to-exceed amount of \$440,047 plus reimbursable expenses.

Terry Snyder, Senior Park Developer, 360-487-8317

ATTACHMENTS:

- ▣ Services Contract C-101193
- ▣ Bagley Community Park Scope and Fee Proposal
- ▣ Bagley Master Plan - Hours and Rates



CITY OF VANCOUVER
BAGLEY COMMUNITY PARK MASTERPLAN AND CONSTRUCTION DOCUMENTS
SERVICES AGREEMENT
No. C-101193

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

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

WHEREAS, the City advertised and issued a Request for Qualifications, numbered 46-22 (hereinafter referred to as the “solicitation”) and after evaluation of the Contractor’s responsive proposal, found the Contractor be capable of performing the required services; and

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

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

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

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

2. **COMPENSATION:** Payment to the Contractor for the work described in this Agreement shall not exceed \$440,040.00 USD.

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

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

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

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

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

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

4. **TERM OF AGREEMENT:** The term of this Agreement shall commence on May 1, 2023 and continue until December 30, 2027. Unless directed otherwise by the City, Contractor shall perform the work in accordance with any schedules made a part of this Agreement.

5. **ORDER OF PRECEDENCE:** Where there is a conflict among or between any of these documents, the controlling documents shall be the first listed in the following sequence: Amendments to this Agreement; this Agreement; Contract Purchase Orders; the Contractor's responsive proposal to the City's solicitation, and the City's solicitation.
6. **RELATION OF PARTIES:** The Contractor, and its subcontractors, agents, employees, or other vendors contracted by the Contractor to provide services or other work for the purpose of meeting the Contractor's obligations under this agreement (collectively referred to as "subcontractors"), are independent contractors performing professional services for the City and are not employees of the City. The Contractor and its subcontractors shall not, as a result of this Agreement, accrue leave, retirement, insurance, bonding or any other rights, privileges, or benefits afforded to City employees. The Contractor and its subcontractors shall not have the authority to bind City in any way except as may be specifically provided herein.
7. **SUBCONTRACTING:** The City does not permit subcontractors for the work performed under this Agreement. The Contractor shall not subcontract for the performance of any work under this Agreement without prior written permission of the City.
8. **E-VERIFY:** The Contractor shall enter into and register a Memorandum of Understanding with the Department of Homeland Security E-Verify program within sixty (60) days after execution of this Agreement. The Contractor shall ensure all Contractor employees and any subcontractors assigned to perform work under this Agreement are eligible to work in the United States. The Contractor shall provide verification of compliance upon the request of the City. Failure by the Contractor to comply with this subsection shall be considered a material breach.
9. **DELAYS AND EXTENSIONS OF TIME:** If the Contractor is delayed at any time in the progress of the work covered by this Agreement, by any causes beyond Contractor's control, the time for performance may be extended by such time as shall be mutually agreed upon by the Contractor and the City and shall be incorporated in a written amendment to this Agreement. Any request for an extension of time shall be made in writing to the City.
10. **OWNERSHIP OF RECORDS AND DOCUMENTS:** Any and all work product prepared by the Contractor in the course of performing this Contract shall immediately become the property of the City. In consideration of the compensation provided for by this Agreement, the Contractor hereby further assigns all copyright interests in such work product to the City. A copy may be retained by the Contractor. Previously owned intellectual property of Contractor, and any know-how, methodologies or processes used by the Contractor to provide the services or project deliverables under this Agreement shall remain property of the Contractor.

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

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

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

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

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

13. 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.

14. COMPLIANCE WITH THE LAW: The Contractor agrees to comply with all relevant, Federal, State, and Municipal laws, rules, policies, regulations or ordinances in the performance of work under this Agreement.

15. CITY BUSINESS AND OCCUPATION LICENSE: The Contractor will be required to obtain a business license when contracting with the City unless allowable exemptions apply. The

Contractor shall contact the State of Washington Business License Service (BLS) at: <http://bls.dor.wa.gov/file.aspx>, or by phone at 800-451-7985, or go to www.bls.dor.wa.gov/cities/vancouver.aspx or www.cityofvancouver.us/businesslicense, to determine whether a business license is required pursuant to the Vancouver Municipal Code (VMC) Chapter 5.04.

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

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

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

COVERAGE	LIMITS OF LIABILITY
I. Commercial General Liability:	
Policy shall include Bodily Injury, Property Damage, Personal Injury and Broad Form Contractual Liability	
Each Occurrence	\$1,000,000
General Aggregate Per Occurrence	\$2,000,000
Products & Completed Operations Aggregate	\$2,000,000
Personal and Advertising Injury	\$1,000,000
Blanket Contractual Liability	\$1,000,000

II. Commercial Automobile Liability	
Policy shall include Bodily Injury and Property Damage, for any owned, Hired, and/or Non-owned vehicles used in the operation, installation and maintenance of facilities under this agreement. Combined Single Limit	\$1,000,000
III. Workers' Compensation (applicable to the State of Washington)	
Per Occurrence	
Employer's Liability	\$1,000,000
Disease Each Employee	\$1,000,000
Disease Policy Limit	\$1,000,000
Each Claim	\$1,000,000
Annual Aggregate	\$1,000,000
IV. Umbrella Liability	
Each Claim	\$1,000,000
Annual Aggregate	\$5,000,000

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

- a. City Listed as an Additional Insured. The City of Vancouver, its Agents, Representatives, Officers, Directors, Elected and Appointed Officials, and Employees must be named as an additional insured. The required Additional Insured endorsements shall be at least as broad as ISO CG 20 10 11 85, or its equivalent CG 20 10 07 04 and CG 20 37 07 04 must be included with the Certificate of Insurance.
- b. Either the Commercial General Liability or the Workers' Compensation policy must be endorsed to include "Washington Stop Gap" insurance. The limits and aggregates referenced must apply to the Stop Gap coverage as well and must be indicated on the certificate.
- c. Employment Security. The Contractor shall comply with all employment security laws of the State in which services are provided and shall timely make all required payments in connection therewith.
- d. The City of Vancouver shall be listed on the Certificate as the Certificate Holder.
- e. Coverage Trigger: The insurance must be written on an "occurrence" basis. This must be indicated on the Certificate.

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

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

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

For the City:

Anna Vogel

City of Vancouver

415 W 6th Street

P O Box 1995

Vancouver WA 98668-1995

Email: anna.vogel@cityofvancouver.us

For the Contractor:

Jacob Dumbler

Moore Iacofano Goltsman, Inc.

119 Pine Street, Suite 400

Seattle, WA 98101

Email: jdumler@migcom.com

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

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

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

- 21. RATIFICATION:** Acts taken pursuant to this Agreement but prior to its effective date are hereby ratified and confirmed.

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

- 23. COOPERATIVE PURCHASING:** The Washington State Inter-local Cooperation Act, Ch. 39.34 RCW, authorizes public agencies to cooperatively purchase goods and services if all parties agree. By having executed this Agreement, the Contractor agrees that other public agencies may

purchase goods and services under this solicitation or contract at their own cost and without the City incurring any financial or legal liability for such purchases. The City agrees to allow other public agencies to purchase goods and services under this solicitation or contract, provided that the City is not held financially or legally liable for purchases and that any public agency purchasing under such solicitation or contract file a copy of this invitation and such contract in accordance with RCW 39.34.040.

- 24. 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.
- 25. DEBARMENT:** The Contractor certifies that that it is not presently debarred, suspended, proposed for debarment, and declared ineligible or voluntarily excluded from covered transactions by any Federal, State or local department or agency.
- 26. CLEAN AIR ACT AND FEDERAL WATER POLLUTION CONTROL ACT:** Supplier must agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401–7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251–1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).
- 27. BYRD ANTI-LOBBYING AMENDMENT:** Byrd Anti-Lobbying Amendment (31 U.S.C. 1352)—Suppliers that apply or bid for an award of \$100,000 or more must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award.
- 28. PROCUREMENT OF RECOVERED MATERIALS:** Supplier must comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR part 247 that contain the highest

percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

29. WARRANTIES: All products shall be warranted against defects or faulty workmanship and materials by the Supplier for one (1) year following inspection and acceptance of the products by the City. Warranty shall include all costs incurred, including shipping, for repair or replacement except that which is damaged by misuse or abuse. This one-(1) year warranty shall in no way affect normal extended or manufacturer's warranty exceeding this one (1) year period. Supplier warrants that all goods and services furnished under this Contract are new, conform strictly to the specifications herein, are merchantable, good workmanship, free from defect, comply with all applicable safety and health standards established for such products, all goods are properly packaged, and all appropriate instructions or warnings are supplied. If a defect is found, a component failure occurs, or workmanship is found to cause failure, the Vendor shall replace the product at their own expense, including shipping charges. Any replacement product will be warranted for one (1) year from the date it is delivered. All implied and expressed warranty provisions of the Uniform Commercial Code are incorporated into this Contract.

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

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

CITY OF VANCOUVER

A municipal corporation

CONTRACTOR:

Moore Iacofano Goltsman, Inc.

Eric Holmes, City Manager

Signature

Date

Printed Name /Title

Attest:

Date

Natasha Ramras, City Clerk

Approved as to form:

Jonathan Young, City Attorney

Bagley Community Park Master Plan

March 27, 2023

Page 1 of 16



Terry Snyder
 City of Vancouver
 Parks, Recreation and Cultural Services
 360-487-8317
terry.snyder@CityofVancouver.us

RE: Bagley Community Park Scope and Fee for Master Plan (Tasks 1-4) _ Revised

Project Description

The City of Vancouver seeks to redevelop the Bagley Community Park Project, which is a 16.19-acre community park in the Bagley Downs Neighborhood of central Vancouver. It is home to many of Vancouver Parks and Recreation's youth and adult sports leagues. With the decline of softball programs in Vancouver, the City sees an opportunity to consolidate their sports program to another location and opening up Bagley to new park opportunities. The City envisions eliminating all the sports fields and other improvements, with the exception of the parking lot to create a community park that aligns with the vision of Fourth Pain Forward and the needs of the community.

Bagley Community Park will be a multipurpose community park. The Vancouver Comprehensive Parks, Recreation and Natural Areas Plan states: "Community parks provide a focal point and gathering place for broad groups of users. Usually, 20 to 100 acres in size, community parks are used by all segments of the population. Community parks often include recreation facilities for organized activities such as sports fields, skate parks, community gardens, trails and play courts. Because of their larger service area, community parks require more support facilities, including parking and restrooms, and can draw users from a one-half mile to three-mile service area." Bagley Community Park will be constructed consistent with this definition of a community park.

Bagley Park will need to include a new all-inclusive playground with natural and manmade components serving all ages and abilities. The site could also include pathways, wetland /stream enhancements, event space, picnic shelters, restrooms, parking improvements, pickleball, futsal or other non-traditional sport activities plus other general site furnishings. The final program will be determined by the public outreach process.

Through the masterplan process we want to understand the cultural makeup of the community and provide amenities that address their diverse needs and interests.

Upon the completion of the masterplan, a phasing approach may be required based on funding available for construction.

Project Location / Context

The proposed location of the Bagley Community Park is: 4607 Plomondon Street, Vancouver, Washington 98661 and includes three softball fields, two soccer fields, playground, basketball court, restroom, picnic tables, benches, paths, landscaping, and irrigation. It is also the headwaters of Headache Creek. It abuts Vancouver School Districts Eleanor Roosevelt Elementary School, Vancouver School District Parsley Community and Administration Center which contains meeting rooms, swimming pool, and climbing wall. The service area for this project is a half-mile to three-mile radius and serves primarily Bagley Downs, Fourth Plain Village, Meadowhomes and Maplewood neighborhood associations, as illustrated below:



Nature of Work

Task 1-4: Work includes working with the City of Vancouver to provide surveying, special and critical area (wetland, habitat, other) studies, geotechnical work, archeology review, project coordination, master planning and public engagement.

Task 5-7: Will be added as an addendum to the contract at the completion of Tasks 1-4.

Upon additional funding, the selected MIG team will provide environmental/permitting process review, construction plans and specification, bid and construction support.

Estimated Project Schedule

For this Project, it is estimated that the Notice to Proceed will be given in April 2023 with Task 1-4 items to be complete by December 2023.

Phase 1: MASTER PLAN	Approx. Time Frame	Approx. Dates
Task 1: Project Initiation / Management / Processes	8 months	April '23 to December '23
Task 2: Special Studies / Preliminary Reports / Survey	3 months	April '23 to July '23
Task 3: Public Engagement	8 months	April '23 to December '23
Task 4: Concept Alternatives / Masterplan Processes	7 months	May '23 to December '23

Fee Option Overview

	Description	Fee
PHASE 1	MASTER PLAN	
Task 1	Project Management / Project Initiation / Processes	\$ 43,400
Task 2	Special Studies / Preliminary Reports / Survey	\$ 121,970
Task 3	Public Engagement	\$ 126,260
Task 4	Concept Alternatives / Masterplan Processes	\$ 93,340
	Total Basic Services	\$ 384,970
Additive #1	Wetland Delineation & Assessment	\$ 15,520
Additive #2	Habitat Assessment	\$ 8,715
Additive #3	Tree Survey	\$ 11,335
	Total Add/Alt Services	\$ 35,570

Scope of Services

Phase 1: Master Plan

TASK 1: Project Initiation / Management / Processes

The MIG Team's process begins by reviewing client-provided background information regarding site conditions and program desires related to the project mission and goals. At the same time, we also research local environmental conditions, site history, other local/community background or stories that might inform design. During this phase, base maps are created using site survey data, which can be client-provided or included as part of the Team's scope.

This task also includes time for the MIG to manage the project, including developing a project schedule and coordinating with the City of Vancouver representative for the duration of the project.

Task 1.1 Project Award and Contract Negotiation

- Attend meeting with the Vancouver Parks staff shall facilitate initial project scoping.

Task 1.2: Project Management

- Develop, maintain, and update an overall project work plan integrating a partnership approach strategy.
- Provide management, coordination, and direction to the Project team in order to complete the project on time and within budget. The City fosters a partnership approach of all stakeholders in the Project.
- Prepare bi-monthly progress reports to be submitted with invoices.
- Schedule Project team meetings and prepare meeting agendas.
- Schedule team project management progress meetings and prepare meeting agendas.
 - Up to (8) hours of PM progress meetings can be configured as needed.
 - Examples: (8) monthly one-hour progress meetings (via Zoom) or (16) bi-weekly half-hour meetings (via Zoom)
- Schedule team project management progress meetings and prepare meeting agendas.
 - Up to (4) hours of additional coordination meetings with City/stakeholders as needed.

Task 1.3: Project Initiation

- Prepare and submit an activities list and schedule to the City following the Notice to Proceed.
- Establish a set meeting schedule with Parks staff and interested parties to discuss and review design and project process.
- Establish a quality management program and designate responsibility for review of technical work and other deliverable products.
- Prepare Project schedule/work plan for Task 1-4 items to identify the major work tasks to be accomplished and the due dates for each task, for Parks staff approval.
- Revise the schedule to reflect changes in the Project milestones and timelines.

Task 1.4: Data Collection/Review

- Research and review available project reports, historical documents, water well logs, subsurface geologic information, and published maps.
- Conduct site visits to document and map existing conditions and obtain ground-level photographs to prepare a site assessment.
- Review the existing conditions and project elements with City staff.

- Prepare a site analysis of the park and its relationship to off-site conditions and circulation.

Task 1.5: Project Coordination

- Schedule coordination/review meetings with key Parks staff and project MIGs throughout the duration of this project to allow for communications, to facilitate the continued exchange of relevant project information, and to provide frequent opportunity for review and comment on the MIG team's services.
- Organize and hold Project meetings with key Project team members, as well as representatives from the City of Vancouver and other agencies as needed.
 - Prepare specific agendas addressing and resolving Project issues as they are encountered.

Task 1 General Assumptions

- MAPS AND DATA: Any and all costs associated with the purchase of data or maps are the responsibility of MIG.
- The MIG will be responsible for producing topographic survey.
- The City will coordinate with property owners adjacent to the Project who will be affected by the park design to notify owners and residents of activities.

Task 1 General Deliverables

- Meeting Minutes
- Bi-Monthly progress report and invoices
- Project Schedule & Schedule Updates

TASK 2: Special Studies / Preliminary Reports / Survey

MIG's MIG team will provide the City and design team with base materials and scientific data on which to build the conceptual design as informed by the Public Engagement process.

Task 2.1 Critical Areas Studies

Headache creek in the NW portion of the site is a stream that does flow year-round. The creek will need to be surveyed and classified and any wetland boundaries associated with it identified.

- Herrera Environmental will perform the following:
 - Creek /Wetlands
 - Perform desktop analysis of wetland presence and natural water courses.
 - Prepare for field investigation.
 - Conduct field investigation, including delineation of ordinary high-water mark and performing wetland reconnaissance to identify potential presence of wetlands.

- Document methods and results in Task Critical Areas and Hydrology Report
 - Habitat
 - Perform desktop analysis of wetland presence and natural water courses.
 - Prepare for field investigation.
 - Conduct field investigation, including broad classification of vegetation communities. Make notation of wildlife species or signs observed including birds, mammals, and amphibians.
 - Deliverables
 - Critical Areas and Hydrology Report (PDF)
 - Additive #1: Task 2.1.1 Wetland Delineation and Assessment
 - If wetlands are present, perform formal wetland delineation and functional assessment.
 - Document methods and results in Task Critical Areas and Hydrology Report
 - Additive #2: Task 2.1.2 Habitat Assessment
 - Prepare for field investigation.
 - Perform targeted survey for any listed species expected in the area.
 - Document methods and results in Critical Areas and Hydrology Report
- Deliverables
 - Document methods and results in Critical Areas and Hydrology Report

Task 2.2 Hydraulics, Hydrology, Water Resources, and Water Quality

- Herrera Environmental will perform the following:
 - Collection of available data relating to the drainage and water resources for the Project area and reviews from Federal, State, and local agencies.
 - Incorporation of existing and proposed drainage features and information on drainage problem areas shall be incorporated into the Project plan and profile sheets, along with establishing groundwater elevations.
 - Preparation of a preliminary Hydrology Report shall be prepared containing all drainage calculations for the Project.
 - Perform desktop analysis of all existing stormwater infrastructure within the park including the historic ditch and any known water quality issues including downstream TMDLs.
 - Prepare for field reconnaissance.
 - Conduct field reconnaissance to verify or characterize stormwater infrastructure.
 - Document methods and results in Critical Areas and Hydrology Report
- Deliverables
 - Hydrology Report:

- Two (2) copies, draft and final, shall be submitted for City review and comment. (PDF)
- Three (3) copies of the final report shall be submitted when revised. (PDF)

Task 2.3 Geotechnical Report

- Geotechnics will perform the following:
 - Arrange for all required utility location marking. All geotechnical soil samples shall be collected and labeled for laboratory testing. The MIG shall provide percolation data where infiltration facilities are proposed.
 - Perform all necessary laboratory tests for stability, settlement, and foundation designs.
 - Prepare a draft Geotechnical Report summarizing all results of the field exploration and laboratory testing program and analysis results, conclusions, recommendations, and comments. Two (2) copies shall be submitted to the City for review and comment.
 - Incorporate review comments into the Geotechnical Report.
- Deliverables
 - Geotechnical Report: Three (3) copies of the final report shall be submitted to the City. (PDF)

Task 2.4 Archeology

- Willamette Cultural Resource Associates will perform the following:
 - Provide an archeological pre-determination for the site. If the pre-determination finds reasons for additional field work and reporting that will be added to the project.
 - Submit information to Washington State as appropriate.
- Deliverables
 - Archaeological Assessment / Pre-Determination Reports (PDF)

Task 2.5 Survey

- Minister-Glaeser Surveying Inc. (MGS) will perform the following:
 - MGS will provide topography survey of existing conditions that includes all man-made materials, trees, grades, wetland boundaries, creek, roads, utilities, etc., as needed to fully develop plans and specifications for the project.
 - Services will include:
 - Project survey
 - Processing of data, computation of boundary, preparation of mapping
 - Two-person field crew to collect field data per the City of Vancouver specifications.
 - Utility Locates
 - APS locating

- Title Report: WFG National Title
 - Fees: County survey recording fee
- Deliverables
 - Topographic Survey (PDF)

Additive #3: Task 2.6 Tree Survey

- Herrera Environmental will perform the following:
 - Develop a tree report that will be used for permitting that identifies trees to be saved and those impacted by this project.
 - Prepare for tree survey.
 - Conduct a tree survey (size, type, condition) of all trees over 6" DBH in the park. Data collected will include GPS locations, tree genus and species, diameter at breast height, and Tree Category per VMC 20.770.120.
 - Tag each tree with a number for the surveyor to pick up.
 - Document methods and results in Arborist Report.
 - Assumptions:
 - All GIS layers and as-builts will be provided by the City and/or MIG.
 - Feedback will be provided by the City Project Manager within ten (10) days of the meeting/presentation/submittal /submittal by MIG.
 - The City will provide comments on deliverables in a single comment document.
 - Deliverables:
 - Tree Report: Draft and Final Arborist Report (PDF)

TASK 3: Public Engagement

The City desires to foster a partnership approach with all Project stakeholders. The stated purpose of the Public Community Engagement Program is:

- To develop an environment of trust between the City, citizens and businesses who are directly and indirectly affected by the Project.
- To give citizens and businesses timely opportunities to comment upon various aspects of the Project as the work progresses.
- To provide information about public attitudes and issues related to the Project.
- To facilitate public meetings and provide logical and easily understood information to the public.
- To define and implement an ongoing public information program directed toward an outreach effort which will answer questions and provide a direct link between the community and the technical data created by the consulting team.

Community Engagement Activities will include:

- Public community meetings as a critical part of the public engagement strategy and provide an opportunity for community members, interested parties, and partners an

opportunity to provide their input on the project process and concepts. By centering the project on the needs of the community and including them in the design of the park ensures buy-in and transparency.

- Pop-Up Events are particularly useful for targeting areas, communities, and/or groups that are participating less in planning and design processes or that are historically underserved or underrepresented in traditional public engagement. Pop-up activity opportunities will supplement the traditional community workshops and focus group discussions. They are used to engage with key underserved and disadvantaged communities identified by the team and partners.

These will be provided through the following sub-tasks:

Task 3.1: Project Kick-off Day

- The MIG team will lead an in-person day:
 - Logistics meeting with City 10am-11am
 - Up to (8) MIG Team Members, City Staff.
 - Site Walk 11am-12pm
 - Up to (8) MIG Team Members, City Staff.
 - Targeted Stakeholder Visioning Session, 1pm-2:30pm
 - Up to (5) MIG Team Members, City Staff, community stakeholder members and partners as identified by City.
 - The MIG team will provide a brief presentation where participants will be introduced to the project and encouraged to share their vision and discuss issues and opportunities with City staff and the MIG team.
- Assumptions:
 - The City will identify the community stakeholder members and partners who will participate in the Targeted Stakeholder Visioning Session.
- Deliverables:
 - Meeting agenda and notes (PDF)

Task 3.2: Community Meeting #1 – Vision and Opportunities

- Up to (5) MIG team members will lead a 2 hour in-person community visioning meeting with the larger community.
- The MIG team will provide a brief presentation where participants will be introduced to the project and encouraged to share their vision and discuss issues and opportunities with City staff and the MIG team.
- Present an Opportunities and Constraints Diagram based on the findings from Task 2.
- As part of a preliminary community visioning survey, follow-up questions will be provided to City to be posted as an online survey.
- Assumptions:
 - The City will invite the larger community to participate in this meeting.
- Deliverables:

- Site Opportunities and Challenges Analysis diagrams (PDF)
- Summary of Community Engagement Outcomes.

Task 3.3: Community Meeting #2: Community Design Workshop

- Up to (5) MIG team members will lead a ½ day in person community Design Workshop meeting with the larger community.
- Concept Development: Following the stakeholder meeting, public survey and needs assessment, the MIG team will take all feedback and develop three Master Plan concepts. These will be reviewed by City staff prior to presentation to the public at the first public community meeting.
- Present 2-3 Initial Concepts: The MIG team will use the comments and feedback received at the presentation of the concept plans (Meeting #1) to develop 2-3 concepts.
- Feedback will be asked using interactive and engaging methods.
- **Assumptions:**
 - The City will invite the larger community to participate in this meeting.
- **Deliverables:**
 - 2-3 Initial Design Concepts and Precedent Graphics (PDF)
 - Summary of Community Engagement Outcomes.

Task 3.4: Community Meeting #3: Presentation of Preferred Concept

- Up to (5) MIG team members will lead a ½ day in person community Design Workshop meeting with the larger community.
- The MIG team will use the comments and feedback received at the presentation of the concept plans (Meeting #2) to refine a single concept.
- This preferred concept will be brought back to the community to confirm the direction.
- **Assumptions:**
 - The City will invite the larger community to participate in this meeting.
- **Deliverables:**
 - Final Design Concept and Supporting Graphics (PDF)
 - Summary of Community Engagement Outcomes.

Task 3.5: Online Community Surveys

- After each Community Engagement Meeting, follow-up questions will be provided to City to be posted as an online survey.
- The MIG will provide survey questions to the City (1) to be posted as the Preliminary Community Visioning Online Survey.
- (2) additional Online Surveys following Community Engagement Meetings #2 and 3 will be provided to City to be posted as an online survey.
- The MIG will utilize a survey platform such as Lime Survey, Maptionnaire, or similar, to provide an online survey platform to gather information from the larger community.
- MIG to review and analyze survey data for use by design team.
- **Assumptions:**
 - The City will post a link to the survey questions on their website.
 - The City will provide translation services.
- **Deliverables:**
 - (3) rounds of Survey questions for review (PDF)
 - Online survey platform.
 - (3) uploads of Survey Questions to online survey platform.
 - Report of survey findings.

Task 3.6: Door-to-door outreach

- The MIG will create a fact sheet about the project that also includes where residents can get more information about the Bagley Project.
- **Assumptions:**
 - Factsheet will include link to Survey Platform.
 - The City will deliver fact sheets to apartment managers.
 - The City will deliver fact sheets to apartment managers.
 - The City will provide translation into other languages.
- **Deliverables:**
 - (3) Fact sheets (PDF)

Task 3.7: Public Engagement Toolkit

- The MIG team will create a mix of tools and activities for use by the MIG team and collaborators to provide a wide range of opportunities to allow community members to participate in the master planning process.
- The design team will attend 6 pop-up events in coordination with other on-site meetings/activities.
- **Assumptions:**
 - The City will work with MIG team to coordinate three of the pop-up events with the Community Meetings.
 - Additional pop-up events will be provided by the City and/or community groups using the toolkit provided by MIG.

- The City will provide intercept activities at community events and key locations happening around the City during each phase of the project as opportunities to meet people where they are and engage them in regard to their needs and visions. Interactive opportunities including, for example, a QR code link to the survey, maps, and posters for adding comments and dot-voting activities will be provided for community members to discuss potential project ideas like greenspace configuration, inclusive play opportunities, needed amenities, etc., and to provide input and feedback.
- **Deliverables:**
 - Community engagement tools and activities as determined by MIG team and based on community needs.

Task 3.8: Website

- The MIG team will provide content to upload to the City's project webpage.
- **Assumptions:**
 - The City will provide and maintain the webpage.
 - The City will monitor comments and survey results, consolidate responses, and deliver them to MIG on a bi-weekly basis.
- **Deliverables:**
 - Web Page content

Task 3 General Assumptions

- The City will take the lead on coordinating venues for the public community meetings.
- The MIG team will prepare meeting materials, display boards, and print outs as agreed on by City staff.
- The MIG team will prepare a PDF of the mailer with the City leading the printing and mailing for both public community meetings.
- The City staff will provide venues and attend the public community meetings.
- Feedback will be provided by the City of Vancouver Project Manager within ten (10) days of presentation.
- The City will provide translation into other languages.
- The City will provide publicity through social media, news releases, advertisements, and flyers.

TASK 4: Concept Alternatives / Masterplan Processes

Using the information gleaned from Tasks 2 and 3, this task shall include preparation of preliminary concept plans and preparing final masterplan, complete with cost estimates.

Task 4.1: Community Meeting #1 – Stakeholder Visioning Meeting

- Create Base Maps.
- Prepare agenda.

- Facilitate a Virtual Stakeholders Visioning Meeting utilizing the MIRO platform to convey and record information.
- **Deliverables:**
 - Agenda and meeting notes.

Task 4.2: Community Meeting #2 – Community Design Workshop

- Programmatic/Design Workshop (in-house w/ full design team)
- Prepare 2-3 preliminary concept plans or alternatives that meet the program elements identified in the initiation phase and preliminary public outreach of the project.
- MIG will provide initial drafts of the Concept Plans to the City for review. The City will provide consolidated feedback for the MIG to finalize the initial Concept Plan options for use in the public outreach.
- Review the preliminary concept plans with City staff for review and make changes as directed by City staff.
- Prepare colored preliminary concepts for presentation at Community Design Workshop.
- **Deliverables:**
 - 2-3 Color Mounted Concept Alternative Plans
 - Provide both PDF and AutoCAD digital files of the Alternatives to the City.

Task 4.3: Community Meeting #3 – Community Design Preferred Concept Presentation

- The MIG team will use the community input and feedback received at the presentation of the concept plans at Meeting #2 to develop a final preferred concept plan which meets the program elements addressed in the initiation phase of this project and public engagement.
- Prepare a draft cost estimate of the Master Plan. Costs shall be broken down to unit cost and quantities that can be used in a possible phased improvement to Bagley Community Park. i.e., concrete, lights, benches, grading, seeding, parking, structures, each utility, landscaping, irrigation, play area, etc.
- Review the preferred concept plan with City staff.
- Upon receiving final comments from the public and City staff, MIG will make final changes that will be incorporated into the final Master Plan.
- **Deliverables:**
 - Preferred Master Plan Concept (full-sized, color-mounted plan, AutoCAD file, and PDF)
 - Color Mounted Preferred Concept Plan
 - Provide both PDF and AutoCAD digital files of the Preferred Concept to the City.
 - Draft cost estimate of the Preferred Concept.
 - Color Mounted Master Plan.
 - Provide both PDF and AutoCAD digital files of the Master Plan to the City.

Task 4.4: Final Master Plan

- Deliver draft of final Master Plan to City Staff.
- Make minor adjustments to Master Plan as directed by City staff.
- Prepare final rendered site Master Plan (mounted and laminated) based on the final comments.
- Prepare a final detailed cost estimate of the Master Plan. Costs shall be broken down to unit cost and quantities that can be used in a possible phased improvement to Bagley Community Park. i.e., concrete, lights, benches, grading, seeding, parking, structures, each utility, landscaping, irrigation, play area, etc.
- Review the Master Plan and cost estimate with Parks staff. Parks staff will present it to the Parks and Recreation Advisory Commission (PRAC) for their approval. MIG will not proceed with the next task until PRAC approval is achieved.
- **Assumptions:**
 - The Master plan shall incorporate all program elements and preferred alternatives developed during the concept phase.
 - The Concept Plans will contain enough information to explain the general form, content, and quality of the design, including:
 - Statements describing the vision for the site.
 - Short narrative descriptions that characterize the key features, unique aspects, visitor experience, program elements, and operations
 - Graphic illustrations and precedent design images to support the concept plan.
 - All concept adjustments based on community and City comments to be made prior to final rendering of the Master plan.
 - Feedback will be provided by the City of Vancouver Project Manager within ten (10) days of presentation by MIG.
- **Deliverables:**
 - PDF and AutoCAD digital files of the Finalized Master Plan.
 - Full size, color mounted Master Plan.
 - Master Plan document (PDF).
 - Summary of Community Engagement Process.
 - Finalized Master Plan.
 - Finalized Cost Estimate of the Master Plan.
 - Phasing Plan.

General Assumptions

- All meetings will be held remotely (via Zoom, Microsoft Teams, or Google Meet) unless noted otherwise.
- All deliverables will be provided as draft and final, unless noted otherwise. MIG team will incorporate one round of comments based on draft to produce final.

- The City will provide comments, consolidated into one email or document for each review cycle in a timely manner.
- The City to arrange meeting sites and facilities for in-person meetings, including all public outreach and stakeholder events.
- The City will post fliers, send mailers, post to social media, and/or provide other means necessary to announce, promote and foster participation in public and stakeholder engagement for the project.
- The City will provide furnishings and refreshments at events as needed.
- MIG Team will provide project materials posters, display boards, easels, and other typical office supplies needed for public outreach activities.
- The City will coordinate and ensure access to the project sites for MIG team members, as necessary.
- The City will serve as primary point of contact and coordinate communications as necessary with City staff, stakeholder organizations and individuals, and members of the public.
- For each of the 3 rounds of meetings with the City Council, the Planning Commission, and the Parks & Community Engagement Advisory Board, meetings with each will be scheduled within a 3-day period, otherwise MIG team may need to attend remotely or designate alternative MIG attendee.

Fee Option Selection

Proposed Fee Summary:

	Description	Fee
PHASE 1	MASTER PLAN	
Task 1	Project Management/Project Initiation	\$ 42,400
Task 2	Special Studies / Preliminary Reports / Survey	\$ 121,970
Task 3	Public Engagement	\$ 126,260
Task 4	Concept Alternatives / Masterplan Processes	\$ 93,340
	Total Basic Services	\$ 384,970
Additive #1	Wetland Delineation & Assessment	\$ 15,520
Additive #2	Habitat Assessment	\$ 8,715
Additive #3	Tree Survey	\$ 11,335
	Total Additive Services	\$ 35,570
	Estimated Reimbursable Expenses	\$ 19,500
	Total Services	\$ 440,040

Lump Sum not to exceed. For the services described above, the City of Vancouver shall pay MIG at the lump sum set forth above, plus expenses.



Please review the attached scope. In the event the City of Vancouver authorizes MIG to commence services prior to the City of Vancouver's execution of this Agreement, the City of Vancouver's authorization to commence services shall constitute an acceptance of the terms and conditions of this Agreement. We look forward to collaborating with you.

Sincerely,

A handwritten signature in blue ink that reads "Audrey West.".

Audrey West, Project Manager
Director of Landscape Architecture
MIG

ACCEPTED:

Name: _____

Print Name: _____

Title: _____

Date: _____

Terry Snyder
City of Vancouver
Parks, Recreation and Cultural Services
360-487-8317
terry.snyder@CityofVancouver.us

RE: Bagley Community Park Scope and Fee for Master Plan (Tasks 1-4) _ Revised

Project Description

The City of Vancouver seeks to redevelop the Bagley Community Park Project, which is a 16.19-acre community park in the Bagley Downs Neighborhood of central Vancouver. It is home to many of Vancouver Parks and Recreation's youth and adult sports leagues. With the decline of softball programs in Vancouver, the City sees an opportunity to consolidate their sports program to another location and opening up Bagley to new park opportunities. The City envisions eliminating all the sports fields and other improvements, with the exception of the parking lot to create a community park that aligns with the vision of Fourth Plain Forward and the needs of the community.

Bagley Community Park will be a multipurpose community park. The Vancouver Comprehensive Parks, Recreation and Natural Areas Plan states: "Community parks provide a focal point and gathering place for broad groups of users. Usually, 20 to 100 acres in size, community parks are used by all segments of the population. Community parks often include recreation facilities for organized activities such as sports fields, skate parks, community gardens, trails and play courts. Because of their larger service area, community parks require more support facilities, including parking and restrooms, and can draw users from a one-half mile to three-mile service area." Bagley Community Park will be constructed consistent with this definition of a community park.

Bagley Park will need to include a new all-inclusive playground with natural and manmade components serving all ages and abilities. The site could also include pathways, wetland /stream enhancements, event space, picnic shelters, restrooms, parking improvements, pickleball, futsal or other non-traditional sport activities plus other general site furnishings. The final program will be determined by the public outreach process.

Through the masterplan process we want to understand the cultural makeup of the community and provide amenities that address their diverse needs and interests.

Upon the completion of the masterplan, a phasing approach may be required based on funding available for construction.

Project Location / Context

The proposed location of the Bagley Community Park is: 4607 Plomondon Street, Vancouver, Washington 98661 and includes three softball fields, two soccer fields, playground, basketball court, restroom, picnic tables, benches, paths, landscaping, and irrigation. It is also the headwaters of Headache Creek. It abuts Vancouver School Districts Eleanor Roosevelt Elementary School, Vancouver School District Parsley Community and Administration Center which contains meeting rooms, swimming pool, and climbing wall. The service area for this project is a half-mile to three-mile radius and serves primarily Bagley Downs, Fourth Plain Village, Meadowhomes and Maplewood neighborhood associations, as illustrated below:



Nature of Work

Task 1-4: Work includes working with the City of Vancouver to provide surveying, special and critical area (wetland, habitat, other) studies, geotechnical work, archeology review, project coordination, master planning and public engagement.

Task 5-7: Will be added as an addendum to the contract at the completion of Tasks 1-4.

Upon additional funding, the selected MIG team will provide environmental/permitting process review, construction plans and specification, bid and construction support.

Estimated Project Schedule

For this Project, it is estimated that the Notice to Proceed will be given in April 2023 with Task 1-4 items to be complete by December 2023.

Phase 1: MASTER PLAN	Approx. Time Frame	Approx. Dates
Task 1: Project Initiation / Management / Processes	8 months	April '23 to December '23
Task 2: Special Studies / Preliminary Reports / Survey	3 months	April '23 to July '23
Task 3: Public Engagement	8 months	April '23 to December '23
Task 4: Concept Alternatives / Masterplan Processes	7 months	May '23 to December '23

Fee Option Overview

	Description	Fee
PHASE 1	MASTER PLAN	
Task 1	Project Management / Project Initiation / Processes	\$ 43,400
Task 2	Special Studies / Preliminary Reports / Survey	\$ 121,970
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Task 4	Concept Alternatives / Masterplan Processes	\$ 93,340
	Total Basic Services	\$ 384,970
Additive #1	Wetland Delineation & Assessment	\$ 15,520
Additive #2	Habitat Assessment	\$ 8,715
Additive #3	Tree Survey	\$ 11,335
	Total Add/Alt Services	\$ 35,570

Scope of Services

Phase 1: Master Plan

TASK 1: Project Initiation / Management / Processes

The MIG Team's process begins by reviewing client-provided background information regarding site conditions and program desires related to the project mission and goals. At the same time, we also research local environmental conditions, site history, other local/community background or stories that might inform design. During this phase, base maps are created using site survey data, which can be client-provided or included as part of the Team's scope.

This task also includes time for the MIG to manage the project, including developing a project schedule and coordinating with the City of Vancouver representative for the duration of the project.

Task 1.1 Project Award and Contract Negotiation

- Attend meeting with the Vancouver Parks staff shall facilitate initial project scoping.

Task 1.2: Project Management

- Develop, maintain, and update an overall project work plan integrating a partnership approach strategy.
- Provide management, coordination, and direction to the Project team in order to complete the project on time and within budget. The City fosters a partnership approach of all stakeholders in the Project.
- Prepare bi-monthly progress reports to be submitted with invoices.
- Schedule Project team meetings and prepare meeting agendas.
- Schedule team project management progress meetings and prepare meeting agendas.
 - Up to (8) hours of PM progress meetings can be configured as needed.
 - Examples: (8) monthly one-hour progress meetings (via Zoom) or (16) bi-weekly half-hour meetings (via Zoom)
- Schedule team project management progress meetings and prepare meeting agendas.
 - Up to (4) hours of additional coordination meetings with City/stakeholders as needed.

Task 1.3: Project Initiation

- Prepare and submit an activities list and schedule to the City following the Notice to Proceed.
- Establish a set meeting schedule with Parks staff and interested parties to discuss and review design and project process.
- Establish a quality management program and designate responsibility for review of technical work and other deliverable products.
- Prepare Project schedule/work plan for Task 1-4 items to identify the major work tasks to be accomplished and the due dates for each task, for Parks staff approval.
- Revise the schedule to reflect changes in the Project milestones and timelines.

Task 1.4: Data Collection/Review

- Research and review available project reports, historical documents, water well logs, subsurface geologic information, and published maps.
- Conduct site visits to document and map existing conditions and obtain ground-level photographs to prepare a site assessment.
- Review the existing conditions and project elements with City staff.

- Prepare a site analysis of the park and its relationship to off-site conditions and circulation.

Task 1.5: Project Coordination

- Schedule coordination/review meetings with key Parks staff and project MIGs throughout the duration of this project to allow for communications, to facilitate the continued exchange of relevant project information, and to provide frequent opportunity for review and comment on the MIG team's services.
- Organize and hold Project meetings with key Project team members, as well as representatives from the City of Vancouver and other agencies as needed.
 - Prepare specific agendas addressing and resolving Project issues as they are encountered.

Task 1 General Assumptions

- MAPS AND DATA: Any and all costs associated with the purchase of data or maps are the responsibility of MIG.
- The MIG will be responsible for producing topographic survey.
- The City will coordinate with property owners adjacent to the Project who will be affected by the park design to notify owners and residents of activities.

Task 1 General Deliverables

- Meeting Minutes
- Bi-Monthly progress report and invoices
- Project Schedule & Schedule Updates

TASK 2: Special Studies / Preliminary Reports / Survey

MIG's MIG team will provide the City and design team with base materials and scientific data on which to build the conceptual design as informed by the Public Engagement process.

Task 2.1 Critical Areas Studies

Headache creek in the NW portion of the site is a stream that does flow year-round. The creek will need to be surveyed and classified and any wetland boundaries associated with it identified.

- Herrera Environmental will perform the following:
 - Creek /Wetlands
 - Perform desktop analysis of wetland presence and natural water courses.
 - Prepare for field investigation.
 - Conduct field investigation, including delineation of ordinary high-water mark and performing wetland reconnaissance to identify potential presence of wetlands.

- Document methods and results in Task Critical Areas and Hydrology Report
 - Habitat
 - Perform desktop analysis of wetland presence and natural water courses.
 - Prepare for field investigation.
 - Conduct field investigation, including broad classification of vegetation communities. Make notation of wildlife species or signs observed including birds, mammals, and amphibians.
 - Deliverables
 - Critical Areas and Hydrology Report (PDF)
 - Additive #1: Task 2.1.1 Wetland Delineation and Assessment
 - If wetlands are present, perform formal wetland delineation and functional assessment.
 - Document methods and results in Task Critical Areas and Hydrology Report
 - Additive #2: Task 2.1.2 Habitat Assessment
 - Prepare for field investigation.
 - Perform targeted survey for any listed species expected in the area.
 - Document methods and results in Critical Areas and Hydrology Report
- Deliverables
 - Document methods and results in Critical Areas and Hydrology Report

Task 2.2 Hydraulics, Hydrology, Water Resources, and Water Quality

- Herrera Environmental will perform the following:
 - Collection of available data relating to the drainage and water resources for the Project area and reviews from Federal, State, and local agencies.
 - Incorporation of existing and proposed drainage features and information on drainage problem areas shall be incorporated into the Project plan and profile sheets, along with establishing groundwater elevations.
 - Preparation of a preliminary Hydrology Report shall be prepared containing all drainage calculations for the Project.
 - Perform desktop analysis of all existing stormwater infrastructure within the park including the historic ditch and any known water quality issues including downstream TMDLs.
 - Prepare for field reconnaissance.
 - Conduct field reconnaissance to verify or characterize stormwater infrastructure.
 - Document methods and results in Critical Areas and Hydrology Report
- Deliverables
 - Hydrology Report:

- Two (2) copies, draft and final, shall be submitted for City review and comment. (PDF)
- Three (3) copies of the final report shall be submitted when revised. (PDF)

Task 2.3 Geotechnical Report

- Geotechnics will perform the following:
 - Arrange for all required utility location marking. All geotechnical soil samples shall be collected and labeled for laboratory testing. The MIG shall provide percolation data where infiltration facilities are proposed.
 - Perform all necessary laboratory tests for stability, settlement, and foundation designs.
 - Prepare a draft Geotechnical Report summarizing all results of the field exploration and laboratory testing program and analysis results, conclusions, recommendations, and comments. Two (2) copies shall be submitted to the City for review and comment.
 - Incorporate review comments into the Geotechnical Report.
- Deliverables
 - Geotechnical Report: Three (3) copies of the final report shall be submitted to the City. (PDF)

Task 2.4 Archeology

- Willamette Cultural Resource Associates will perform the following:
 - Provide an archeological pre-determination for the site. If the pre-determination finds reasons for additional field work and reporting that will be added to the project.
 - Submit information to Washington State as appropriate.
- Deliverables
 - Archaeological Assessment / Pre-Determination Reports (PDF)

Task 2.5 Survey

- Minister-Glaeser Surveying Inc. (MGS) will perform the following:
 - MGS will provide topography survey of existing conditions that includes all man-made materials, trees, grades, wetland boundaries, creek, roads, utilities, etc., as needed to fully develop plans and specifications for the project.
 - Services will include:
 - Project survey
 - Processing of data, computation of boundary, preparation of mapping
 - Two-person field crew to collect field data per the City of Vancouver specifications.
 - Utility Locates
 - APS locating

- Title Report: WFG National Title
- Fees: County survey recording fee
- Deliverables
 - Topographic Survey (PDF)

Additive #3: Task 2.6 Tree Survey

- Herrera Environmental will perform the following:
 - Develop a tree report that will be used for permitting that identifies trees to be saved and those impacted by this project.
 - Prepare for tree survey.
 - Conduct a tree survey (size, type, condition) of all trees over 6" DBH in the park. Data collected will include GPS locations, tree genus and species, diameter at breast height, and Tree Category per VMC 20.770.120.
 - Tag each tree with a number for the surveyor to pick up.
 - Document methods and results in Arborist Report.
 - Assumptions:
 - All GIS layers and as-builts will be provided by the City and/or MIG.
 - Feedback will be provided by the City Project Manager within ten (10) days of the meeting/presentation/submittal /submittal by MIG.
 - The City will provide comments on deliverables in a single comment document.
 - Deliverables:
 - Tree Report: Draft and Final Arborist Report (PDF)

TASK 3: Public Engagement

The City desires to foster a partnership approach with all Project stakeholders. The stated purpose of the Public Community Engagement Program is:

- To develop an environment of trust between the City, citizens and businesses who are directly and indirectly affected by the Project.
- To give citizens and businesses timely opportunities to comment upon various aspects of the Project as the work progresses.
- To provide information about public attitudes and issues related to the Project.
- To facilitate public meetings and provide logical and easily understood information to the public.
- To define and implement an ongoing public information program directed toward an outreach effort which will answer questions and provide a direct link between the community and the technical data created by the consulting team.

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- Public community meetings as a critical part of the public engagement strategy and provide an opportunity for community members, interested parties, and partners an

opportunity to provide their input on the project process and concepts. By centering the project on the needs of the community and including them in the design of the park ensures buy-in and transparency.

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These will be provided through the following sub-tasks:

Task 3.1: Project Kick-off Day

- The MIG team will lead an in-person day:
 - Logistics meeting with City 10am-11am
 - Up to (8) MIG Team Members, City Staff.
 - Site Walk 11am-12pm
 - Up to (8) MIG Team Members, City Staff.
 - Targeted Stakeholder Visioning Session, 1pm-2:30pm
 - Up to (5) MIG Team Members, City Staff, community stakeholder members and partners as identified by City.
 - The MIG team will provide a brief presentation where participants will be introduced to the project and encouraged to share their vision and discuss issues and opportunities with City staff and the MIG team.
- Assumptions:
 - The City will identify the community stakeholder members and partners who will participate in the Targeted Stakeholder Visioning Session.
- Deliverables:
 - Meeting agenda and notes (PDF)

Task 3.2: Community Meeting #1 – Vision and Opportunities

- Up to (5) MIG team members will lead a 2 hour in-person community visioning meeting with the larger community.
- The MIG team will provide a brief presentation where participants will be introduced to the project and encouraged to share their vision and discuss issues and opportunities with City staff and the MIG team.
- Present an Opportunities and Constraints Diagram based on the findings from Task 2.
- As part of a preliminary community visioning survey, follow-up questions will be provided to City to be posted as an online survey.
- Assumptions:
 - The City will invite the larger community to participate in this meeting.
- Deliverables:

- Site Opportunities and Challenges Analysis diagrams (PDF)
- Summary of Community Engagement Outcomes.

Task 3.3: Community Meeting #2: Community Design Workshop

- Up to (5) MIG team members will lead a ½ day in person community Design Workshop meeting with the larger community.
- Concept Development: Following the stakeholder meeting, public survey and needs assessment, the MIG team will take all feedback and develop three Master Plan concepts. These will be reviewed by City staff prior to presentation to the public at the first public community meeting.
- Present 2-3 Initial Concepts: The MIG team will use the comments and feedback received at the presentation of the concept plans (Meeting #1) to develop 2-3 concepts.
- Feedback will be asked using interactive and engaging methods.
- **Assumptions:**
 - The City will invite the larger community to participate in this meeting.
- **Deliverables:**
 - 2-3 Initial Design Concepts and Precedent Graphics (PDF)
 - Summary of Community Engagement Outcomes.

Task 3.4: Community Meeting #3: Presentation of Preferred Concept

- Up to (5) MIG team members will lead a ½ day in person community Design Workshop meeting with the larger community.
- The MIG team will use the comments and feedback received at the presentation of the concept plans (Meeting #2) to refine a single concept.
- This preferred concept will be brought back to the community to confirm the direction.
- **Assumptions:**
 - The City will invite the larger community to participate in this meeting.
- **Deliverables:**
 - Final Design Concept and Supporting Graphics (PDF)
 - Summary of Community Engagement Outcomes.

Task 3.5: Online Community Surveys

- After each Community Engagement Meeting, follow-up questions will be provided to City to be posted as an online survey.
- The MIG will provide survey questions to the City (1) to be posted as the Preliminary Community Visioning Online Survey.
- (2) additional Online Surveys following Community Engagement Meetings #2 and 3 will be provided to City to be posted as an online survey.
- The MIG will utilize a survey platform such as Lime Survey, Maptionnaire, or similar, to provide an online survey platform to gather information from the larger community.
- MIG to review and analyze survey data for use by design team.
- **Assumptions:**
 - The City will post a link to the survey questions on their website.
 - The City will provide translation services.
- **Deliverables:**
 - (3) rounds of Survey questions for review (PDF)
 - Online survey platform.
 - (3) uploads of Survey Questions to online survey platform.
 - Report of survey findings.

Task 3.6: Door-to-door outreach

- The MIG will create a fact sheet about the project that also includes where residents can get more information about the Bagley Project.
- **Assumptions:**
 - Factsheet will include link to Survey Platform.
 - The City will deliver fact sheets to apartment managers.
 - The City will deliver fact sheets to apartment managers.
 - The City will provide translation into other languages.
- **Deliverables:**
 - (3) Fact sheets (PDF)

Task 3.7: Public Engagement Toolkit

- The MIG team will create a mix of tools and activities for use by the MIG team and collaborators to provide a wide range of opportunities to allow community members to participate in the master planning process.
- The design team will attend 6 pop-up events in coordination with other on-site meetings/activities.
- **Assumptions:**
 - The City will work with MIG team to coordinate three of the pop-up events with the Community Meetings.
 - Additional pop-up events will be provided by the City and/or community groups using the toolkit provided by MIG.

- The City will provide intercept activities at community events and key locations happening around the City during each phase of the project as opportunities to meet people where they are and engage them in regard to their needs and visions. Interactive opportunities including, for example, a QR code link to the survey, maps, and posters for adding comments and dot-voting activities will be provided for community members to discuss potential project ideas like greenspace configuration, inclusive play opportunities, needed amenities, etc., and to provide input and feedback.
- **Deliverables:**
 - Community engagement tools and activities as determined by MIG team and based on community needs.

Task 3.8: Website

- The MIG team will provide content to upload to the City's project webpage.
- **Assumptions:**
 - The City will provide and maintain the webpage.
 - The City will monitor comments and survey results, consolidate responses, and deliver them to MIG on a bi-weekly basis.
- **Deliverables:**
 - Web Page content

Task 3 General Assumptions

- The City will take the lead on coordinating venues for the public community meetings.
- The MIG team will prepare meeting materials, display boards, and print outs as agreed on by City staff.
- The MIG team will prepare a PDF of the mailer with the City leading the printing and mailing for both public community meetings.
- The City staff will provide venues and attend the public community meetings.
- Feedback will be provided by the City of Vancouver Project Manager within ten (10) days of presentation.
- The City will provide translation into other languages.
- The City will provide publicity through social media, news releases, advertisements, and flyers.

TASK 4: Concept Alternatives / Masterplan Processes

Using the information gleaned from Tasks 2 and 3, this task shall include preparation of preliminary concept plans and preparing final masterplan, complete with cost estimates.

Task 4.1: Community Meeting #1 – Stakeholder Visioning Meeting

- Create Base Maps.
- Prepare agenda.

- Facilitate a Virtual Stakeholders Visioning Meeting utilizing the MIRO platform to convey and record information.
- **Deliverables:**
 - Agenda and meeting notes.

Task 4.2: Community Meeting #2 – Community Design Workshop

- Programmatic/Design Workshop (in-house w/ full design team)
- Prepare 2-3 preliminary concept plans or alternatives that meet the program elements identified in the initiation phase and preliminary public outreach of the project.
- MIG will provide initial drafts of the Concept Plans to the City for review. The City will provide consolidated feedback for the MIG to finalize the initial Concept Plan options for use in the public outreach.
- Review the preliminary concept plans with City staff for review and make changes as directed by City staff.
- Prepare colored preliminary concepts for presentation at Community Design Workshop.
- **Deliverables:**
 - 2-3 Color Mounted Concept Alternative Plans
 - Provide both PDF and AutoCAD digital files of the Alternatives to the City.

Task 4.3: Community Meeting #3 – Community Design Preferred Concept Presentation

- The MIG team will use the community input and feedback received at the presentation of the concept plans at Meeting #2 to develop a final preferred concept plan which meets the program elements addressed in the initiation phase of this project and public engagement.
- Prepare a draft cost estimate of the Master Plan. Costs shall be broken down to unit cost and quantities that can be used in a possible phased improvement to Bagley Community Park. i.e., concrete, lights, benches, grading, seeding, parking, structures, each utility, landscaping, irrigation, play area, etc.
- Review the preferred concept plan with City staff.
- Upon receiving final comments from the public and City staff, MIG will make final changes that will be incorporated into the final Master Plan.
- **Deliverables:**
 - Preferred Master Plan Concept (full-sized, color-mounted plan, AutoCAD file, and PDF)
 - Color Mounted Preferred Concept Plan
 - Provide both PDF and AutoCAD digital files of the Preferred Concept to the City.
 - Draft cost estimate of the Preferred Concept.
 - Color Mounted Master Plan.
 - Provide both PDF and AutoCAD digital files of the Master Plan to the City.

Task 4.4: Final Master Plan

- Deliver draft of final Master Plan to City Staff.
- Make minor adjustments to Master Plan as directed by City staff.
- Prepare final rendered site Master Plan (mounted and laminated) based on the final comments.
- Prepare a final detailed cost estimate of the Master Plan. Costs shall be broken down to unit cost and quantities that can be used in a possible phased improvement to Bagley Community Park. i.e., concrete, lights, benches, grading, seeding, parking, structures, each utility, landscaping, irrigation, play area, etc.
- Review the Master Plan and cost estimate with Parks staff. Parks staff will present it to the Parks and Recreation Advisory Commission (PRAC) for their approval. MIG will not proceed with the next task until PRAC approval is achieved.
- **Assumptions:**
 - The Master plan shall incorporate all program elements and preferred alternatives developed during the concept phase.
 - The Concept Plans will contain enough information to explain the general form, content, and quality of the design, including:
 - Statements describing the vision for the site.
 - Short narrative descriptions that characterize the key features, unique aspects, visitor experience, program elements, and operations
 - Graphic illustrations and precedent design images to support the concept plan.
 - All concept adjustments based on community and City comments to be made prior to final rendering of the Master plan.
 - Feedback will be provided by the City of Vancouver Project Manager within ten (10) days of presentation by MIG.
- **Deliverables:**
 - PDF and AutoCAD digital files of the Finalized Master Plan.
 - Full size, color mounted Master Plan.
 - Master Plan document (PDF).
 - Summary of Community Engagement Process.
 - Finalized Master Plan.
 - Finalized Cost Estimate of the Master Plan.
 - Phasing Plan.

General Assumptions

- All meetings will be held remotely (via Zoom, Microsoft Teams, or Google Meet) unless noted otherwise.
- All deliverables will be provided as draft and final, unless noted otherwise. MIG team will incorporate one round of comments based on draft to produce final.

- The City will provide comments, consolidated into one email or document for each review cycle in a timely manner.
- The City to arrange meeting sites and facilities for in-person meetings, including all public outreach and stakeholder events.
- The City will post fliers, send mailers, post to social media, and/or provide other means necessary to announce, promote and foster participation in public and stakeholder engagement for the project.
- The City will provide furnishings and refreshments at events as needed.
- MIG Team will provide project materials posters, display boards, easels, and other typical office supplies needed for public outreach activities.
- The City will coordinate and ensure access to the project sites for MIG team members, as necessary.
- The City will serve as primary point of contact and coordinate communications as necessary with City staff, stakeholder organizations and individuals, and members of the public.
- For each of the 3 rounds of meetings with the City Council, the Planning Commission, and the Parks & Community Engagement Advisory Board, meetings with each will be scheduled within a 3-day period, otherwise MIG team may need to attend remotely or designate alternative MIG attendee.

Fee Option Selection

Proposed Fee Summary:

	Description	Fee
PHASE 1	MASTER PLAN	
Task 1	Project Management/Project Initiation	\$ 42,400
Task 2	Special Studies / Preliminary Reports / Survey	\$ 121,970
Task 3	Public Engagement	\$ 126,260
Task 4	Concept Alternatives / Masterplan Processes	\$ 93,340
	Total Basic Services	\$ 384,970
Additive #1	Wetland Delineation & Assessment	\$ 15,520
Additive #2	Habitat Assessment	\$ 8,715
Additive #3	Tree Survey	\$ 11,335
	Total Additive Services	\$ 35,570
	Estimated Reimbursable Expenses	\$ 19,500
	Total Services	\$ 440,040

Lump Sum not to exceed. For the services described above, the City of Vancouver shall pay MIG at the lump sum set forth above, plus expenses.



Please review the attached scope. In the event the City of Vancouver authorizes MIG to commence services prior to the City of Vancouver's execution of this Agreement, the City of Vancouver's authorization to commence services shall constitute an acceptance of the terms and conditions of this Agreement. We look forward to collaborating with you.

Sincerely,

A handwritten signature in blue ink that reads "Audrey West." with a period at the end.

Audrey West, Project Manager
Director of Landscape Architecture
MIG

ACCEPTED:

Name: _____

Print Name: _____

Title: _____

Date: _____



Staff Report: 065-23

TO: Mayor and City Council

FROM: Eric Holmes, City Manager

DATE: 4/24/2023

SUBJECT Professional Services Amendments for On-Call Parks Planning Services

Key Points

- On-call task order contracts allow for the efficient procurement of scope-specific professional assistance during times of peak workload.
- A Request for Qualifications (RFQ 45-21) was issued for Landscape Architecture and Engineering Services for Parks, Recreation and Cultural Services with responses received by thirteen firms.
- Responses were evaluated, and eight firms were awarded contracts to provide on-call Landscape Architecture and Engineering Services for Parks, Recreation and Cultural Services, with an initial limit up to \$300,000.
- Firms who received contracts:
 - AKS Engineering and Forestry
 - Environmental Science Associates
 - Green Works
 - Harper Houf Peterson Righelis
 - MacKay & Sposito
 - Mayer Reed
 - Otak
 - Walker Macy
- Contracts are awarded for a period of up to five years and allow project managers to vary specific task order amounts depending on the category of work and specific work needed.
- Staff anticipate exceeding the existing \$300,000 contract limit with the 8 firms and is requesting to amend their contracts to a maximum budget of \$1,000,000 each.

Strategic Plan Alignment

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

Present Situation

The City issued an RFQ to provide licensed engineering, landscape architecture, planning, and public outreach for on-call landscape architecture, engineering and other parks related professional services in October 2021 and received thirteen responses in December 2021. Consultants were asked to submit responses for work that may include, but is not limited to, providing parks, trails and cultural landscape, architecture design, engineering and public outreach including, but not limited to, geotechnical work, surveying, permit assistance, street frontage improvements, grading, stormwater, water and sewer design, playground design, landscape and irrigation design, presentation graphics for grants and public outreach, construction inspections and administration or other related services.

After a review of the responses, the evaluation committee selected 8 consultants for on-call professional service contacts.

Company	Current Contract Limit
AKS Engineering	\$300,000
Environmental Science Associates	\$300,000
Greenworks	\$300,000
Harper Houf Peterson Righellis	\$300,000
MacKay & Sposito	\$300,000
Mayer Reed	\$300,000
Otak	\$300,000
Walker Macy	\$300,000

The following on-call consultants are currently working on park projects:

- AKS: Esther Short Park Playground and Restroom Replacement
- Environmental Science Associates: Columbia Lancaster Playground Replacement
- Greenworks: Oakbrook Playground and park improvements
- Harper Houf Peterson Righellis: Van Fleet Playground Replacement
- MacKay & Sposito: Marine Park Boat Launch Dredging Design and Permitting
- Walker Macy: Heights Project

Following the current workload listed above, we also need to begin work on plans for the replacement of playgrounds at Marine Community Park and Homestead Neighborhood Park. Additionally, next year, with the Business License Surcharge funding, we will start working on Jaggy Road, Countryside and Quarnberg Neighborhood Parks. At this point, it is clear that all 8 firms will soon reach the \$300,000 limit. To keep restoring out-of-date playgrounds annually and handle other repair issues that occur in parks, based on anticipated staffing resources, it is critical to increase the monetary caps for the firms selected. The higher proposed limit will allow us to continue to move more swiftly to address not only the outdated playgrounds, but other park projects needed on an annual basis to keep parks in good repair. Increasing the contract limit to \$1,000,000 should allow each firm to participate in 2-3 playground replacement projects, as well as miscellaneous park repairs as they occur.

Advantage(s)

1. Provides immediate park planning services needed to assist City staff with the execution of both planned and unexpected projects.

2. Provides maximum flexibility to park planning staff to ensure projects are adequately and professionally staffed.
3. Establishing on-call contracts now and using subsequent task orders as needed reduces staff capacity expended on the procurement and consultant selection process and maximizes efficiency in bringing on required professional service resources.
4. Allows for the hiring of consultants that are specialized in specific fields that meet project needs of parks planning.

Disadvantage(s)

Using consultants can be more costly than using City staff, however, the short-term nature of on-call task assignments creates an as-needed, short-term supplement to City staff during peak workloads at a reasonable cost.

Budget Impact

The 2023-24 Adopted budget contains the appropriation for parks development. The agreements will be utilized up to the existing budget amounts on an as needed basis.

Prior Council Review

None

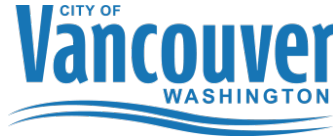
Action Requested

Authorize the City Manager or designee to execute amendments to the Professional Service Agreements with all 8 of our current on-call design contracts for landscape architecture and engineering services on an as-needed basis for the original contract period of five years with an updated not-to-exceed amount of \$1,000,000 per agreement.

Terry Snyder, Senior Park Developer, 360-487-8317

ATTACHMENTS:

- ▣ Services Contract C-100808 executed
- ▣ Services Contract C-100829 executed
- ▣ Services Contract C-100832 executed
- ▣ Services Contract C-100833 executed
- ▣ Services Contract C-100835 executed
- ▣ Services Contract C-100836 executed
- ▣ Services Contract C-100838 executed
- ▣ Services Contract C-100840 executed
- ▣ Amendment No 1 AKS
- ▣ Amendment No 1 ESA
- ▣ Amendment No 1 GW executed
- ▣ Amendment No 1 HHPR
- ▣ Amendment No 1 MacKay
- ▣ Amendment No 1 Mayer
- ▣ Amendment No 1 Otak
- ▣ Amendment No 1 Walker
- ▣ Amendment No 2 GW



CITY OF VANCOUVER
SERVICES AGREEMENT No. C-100808
ON-CALL LANDSCAPE ARCHITECTURE AND ENGINEERING SERVICES FOR
PARKS & REC AND CULTURAL SERVICES

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

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

WHEREAS, the City advertised and issued a Request for Qualifications, numbered 45-21 (hereinafter referred to as the “solicitation”) and after evaluation of the Contractor’s responsive proposal, found the Contractor be capable of performing the required services; and

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

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

- 1. SCOPE OF WORK:** The Contractor agrees to provide on-call landscape architecture, engineering, planning, public outreach and other parks related professional services per RFQ No 45-21 and the Contractor’s response to the City’s solicitation, (collectively referred to herein as the “work”) which are each incorporated herein by this reference and made a part of this Agreement as if fully set forth herein.

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

2. **COMPENSATION:** Payment to the Contractor for the work described in this Agreement shall not exceed \$300,000.00 USD.

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

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

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

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

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

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

4. **TERM OF AGREEMENT:** The term of this Agreement shall commence on March 1, 2022 and continue until February 28, 2027. Unless directed otherwise by the City, Contractor shall perform the work in accordance with any schedules made a part of this Agreement.

5. **ORDER OF PRECEDENCE:** Where there is a conflict among or between any of these documents, the controlling documents shall be the first listed in the following sequence: Amendments to this Agreement; this Agreement; Contract Purchase Orders; the Contractor's responsive proposal to the City's solicitation, and the City's solicitation.
6. **RELATION OF PARTIES:** The Contractor, and its subcontractors, agents, employees, or other vendors contracted by the Contractor to provide services or other work for the purpose of meeting the Contractor's obligations under this agreement (collectively referred to as "subcontractors"), are independent contractors performing professional services for the City and are not employees of the City. The Contractor and its subcontractors shall not, as a result of this Agreement, accrue leave, retirement, insurance, bonding or any other rights, privileges, or benefits afforded to City employees. The Contractor and its subcontractors shall not have the authority to bind City in any way except as may be specifically provided herein.
7. **E-VERIFY:** The Contractor shall enter into and register a Memorandum of Understanding with the Department of Homeland Security E-Verify program within sixty (60) days after execution of this Agreement. The Contractor shall ensure all Contractor employees and any subcontractors assigned to perform work under this Agreement are eligible to work in the United States. The Contractor shall provide verification of compliance upon the request of the City. Failure by the Contractor to comply with this subsection shall be considered a material breach.
8. **DELAYS AND EXTENSIONS OF TIME:** If the Contractor is delayed at any time in the progress of the work covered by this Agreement, by any causes beyond Contractor's control, the time for performance may be extended by such time as shall be mutually agreed upon by the Contractor and the City and shall be incorporated in a written amendment to this Agreement. Any request for an extension of time shall be made in writing to the City.
9. **OWNERSHIP OF RECORDS AND DOCUMENTS:** Any and all work product prepared by the Contractor in the course of performing this Contract shall immediately become the property of the City. In consideration of the compensation provided for by this Agreement, the Contractor hereby further assigns all copyright interests in such work product to the City. A copy may be retained by the Contractor. Previously owned intellectual property of Contractor, and any know-how, methodologies or processes used by the Contractor to provide the services or project deliverables under this Agreement shall remain property of the Contractor.
10. **TERMINATION FOR PUBLIC CONVENIENCE:** The City, at its sole discretion, may terminate this contract for convenience at any time for any reason deemed appropriate. Termination is effective immediately upon notice of termination given by the City.

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

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

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

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

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

- 13. COMPLIANCE WITH THE LAW:** The Contractor agrees to comply with all relevant, Federal, State, and Municipal laws, rules, policies, regulations or ordinances in the performance of work under this Agreement.

- 14. CITY BUSINESS AND OCCUPATION LICENSE:** The Contractor will be required to obtain a business license when contracting with the City unless allowable exemptions apply. The Contractor shall contact the State of Washington Business License Service (BLS) at: <http://bls.dor.wa.gov/file.aspx>, or by phone at 800-451-7985, or go to www.bls.dor.wa.gov/cities/vancouver.aspx or www.cityofvancouver.us/businesslicense, to

determine whether a business license is required pursuant to the Vancouver Municipal Code (VMC) Chapter 5.04.

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

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

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

COVERAGE	LIMITS OF LIABILITY
I. Commercial General Liability:	
Policy shall include Bodily Injury, Property Damage, Personal Injury and Broad Form Contractual Liability	
Each Occurrence	\$1,000,000
General Aggregate Per Occurrence	\$2,000,000
Products & Completed Operations Aggregate	\$2,000,000
Personal and Advertising Injury	\$1,000,000
Blanket Contractual Liability	\$1,000,000
II. Commercial Automobile Liability	

Policy shall include Bodily Injury and Property Damage, for any owned, Hired, and/or Non-owned vehicles used in the operation, installation and maintenance of facilities under this agreement. Combined Single Limit	\$1,000,000
III. Workers' Compensation (applicable to the State of Washington)	
Per Occurrence	
Employer's Liability	\$1,000,000
Disease Each Employee	\$1,000,000
Disease Policy Limit	\$1,000,000
Each Claim	\$1,000,000
Annual Aggregate	\$1,000,000

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

- a. City Listed as an Additional Insured. The City of Vancouver, its Agents, Representatives, Officers, Directors, Elected and Appointed Officials, and Employees must be named as an additional insured. The required Additional Insured endorsements shall be at least as broad as ISO CG 20 10 11 85, or its equivalent CG 20 10 07 04 and CG 20 37 07 04 must be included with the Certificate of Insurance.
- b. Either the Commercial General Liability or the Workers' Compensation policy must be endorsed to include "Washington Stop Gap" insurance. The limits and aggregates referenced must apply to the Stop Gap coverage as well and must be indicated on the certificate.
- c. Employment Security. The Contractor shall comply with all employment security laws of the State in which services are provided and shall timely make all required payments in connection therewith.
- d. The City of Vancouver shall be listed on the Certificate as the Certificate Holder.
- e. Coverage Trigger: The insurance must be written on an "occurrence" basis. This must be indicated on the Certificate.

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

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

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

For the City:

Anna Vogel

City of Vancouver

415 W 6th Street

P O Box 1995

Vancouver WA 98668-1995

Email: anna.vogel@cityofvancouver.us

For the Contractor:

Jason Irving

MacKay Sposito Inc

1325 SE Tech Center Drive, Suite 140

Vancouver, WA 98683

Email: jirving@mackaysposito.com

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

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

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

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

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

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

purchasing under such solicitation or contract file a copy of this invitation and such contract in accordance with RCW 39.34.040.

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

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

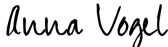
25. NONDISCRIMINATION: The City of Vancouver, WA is an equal opportunity employer. In the performance of this Agreement, the Contractor will not discriminate against any employee or applicant for employment on the grounds of race, creed, color, national origin, sex, sexual orientation, marital status,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

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

CITY OF VANCOUVER

A municipal corporation

DocuSigned by:



7C05B7FF075649B...

Anna L. Vogel, Procurement Manager

3/1/2022

Date

Attest:

DocuSigned by:



BCF0734E40E94AE...

Natasha Ramras, City Clerk

Approved as to form:

DocuSigned by:



261B190A339644B...

Taylor Hallvik, Assistant City Attorney

For: Jonathan Young, City Attorney

CONTRACTOR:

MacKay Sposito Inc

DocuSigned by:



72D0222E2301457...

Signature

Derrick Smith President / CEO

Printed Name /Title

2/28/2022

Date

SW WASHINGTON

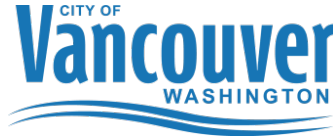
2022 HOURLY RATE SCHEDULE

	<u>Regular</u>		<u>Regular</u>
Senior Principal	\$285.00	Land Surveyor IV	\$146.00
Principal	\$236.00	Land Surveyor III	\$134.00
Engineering Manager	\$200.00	Land Surveyor II	\$128.00
Project Engineer	\$170.00	Land Surveyor I	\$124.00
Engineer IV	\$150.00	Survey Technician IV	\$116.00
Engineer III	\$135.00	Survey Technician III	\$104.00
Engineer II	\$125.00	Survey Technician II	\$95.00
Engineer I	\$110.00	Survey Technician I	\$86.00
Project Manager – Design	\$178.00	Survey Aid	\$68.00
Project Controls Manager	\$206.00	Survey Party Chief	\$128.00
Contract Administrator	\$150.00	Survey Instrument Person	\$90.00
Project Coordinator II	\$118.00	GIS Mapping Specialist	\$125.00
Project Coordinator I	\$108.00	GIS Mapping Specialist II	\$135.00
Design Technician IV	\$132.00	Senior Construction Manager	\$200.00
Design Technician III	\$122.00	Construction Manager	\$166.00
Design Technician II	\$112.00	Construction Inspector V	\$175.00
Design Technician I	\$94.00	Construction Inspector IV	\$150.00
Landscape Manager	\$172.00	Construction Inspector III	\$128.00
Project Manager – Landscape	\$145.00	Construction Inspector II	\$118.00
Landscape Architect II	\$130.00	Construction Inspector I	\$106.00
Landscape Architect I	\$112.00	Public Involvement Associate/Mgr.	\$134.00
Landscape Designer II	\$100.00	Public Involvement Coordinator	\$90.00
Landscape Designer I	\$92.00	Creative Designer	\$86.00
Planning Director	\$212.00	Stormwater Analyst	\$120.00
Planning Manager	\$200.00	Environmental Manager II	\$160.00
Senior Planner	\$188.00	Environmental Manager I	\$145.00
Planner	\$150.00	Environmental Specialist III	\$140.00
Planning Technician	\$120.00	Environmental Specialist II	\$112.00
Accounting Manager	\$175.00	Environmental Specialist I	\$98.00
Project Accountant	\$120.00	Natural Resource Specialist IV	\$129.00
Administrative Manager	\$124.00	Natural Resource Specialist III	\$118.00
Administrative Assistant	\$86.00	Natural Resource Specialist II	\$104.00
Clerical	\$76.00	Natural Resource Specialist I	\$94.00
Survey Manager	\$182.00	UAV Pilot	\$130.00
Project Manager – Survey	\$164.00		

The above rates cover salaries, overhead and profit. All other materials and expenses will be billed on an actual cost plus 10% basis. Overtime rates will be 1.5 times unless otherwise negotiated. These rates will be adjusted annually or as necessary to reflect market conditions. Sub-Consultants costs will be on actual cost plus 10% to compensate MacKay Sposito for Business Occupation Tax and administrative costs.

Per diem rates for travel within the continental United States will be billed in accordance with the rates published by the Office of Governmentwide Policy, General Services Administration (GSA) for the applicable fiscal year. Mileage will be billed in accordance with standard mileage rates published by the Internal Revenue Service.

Engineering categories are in accordance with ASCE Classifications. Rates detailed above do not apply to Federal or State contracts with specific Wage Determinations or mandated prevailing wage/fringe benefits minimum.



CITY OF VANCOUVER
SERVICES AGREEMENT No. C-100829
ON-CALL LANDSCAPE ARCHITECTURE AND ENGINEERING SERVICES FOR
PARKS & REC AND CULTURAL SERVICES

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

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

WHEREAS, the City advertised and issued a Request for Qualifications, numbered 45-21 (hereinafter referred to as the “solicitation”) and after evaluation of the Contractor’s responsive proposal, found the Contractor be capable of performing the required services; and

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

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

- 1. SCOPE OF WORK:** The Contractor agrees to provide on-call landscape architecture, engineering, planning, public outreach and other parks related professional services per RFQ No 45-21 and the Contractor’s response to the City’s solicitation, (collectively referred to herein as the “work”) which are each incorporated herein by this reference and made a part of this Agreement as if fully set forth herein.

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

2. **COMPENSATION:** Payment to the Contractor for the work described in this Agreement shall not exceed \$300,000.00 USD.

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

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

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

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

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

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

4. **TERM OF AGREEMENT:** The term of this Agreement shall commence on March 1, 2022 and continue until February 28, 2027. Unless directed otherwise by the City, Contractor shall perform the work in accordance with any schedules made a part of this Agreement.

5. **ORDER OF PRECEDENCE:** Where there is a conflict among or between any of these documents, the controlling documents shall be the first listed in the following sequence: Amendments to this Agreement; this Agreement; Contract Purchase Orders; the Contractor's responsive proposal to the City's solicitation, and the City's solicitation.
6. **RELATION OF PARTIES:** The Contractor, and its subcontractors, agents, employees, or other vendors contracted by the Contractor to provide services or other work for the purpose of meeting the Contractor's obligations under this agreement (collectively referred to as "subcontractors"), are independent contractors performing professional services for the City and are not employees of the City. The Contractor and its subcontractors shall not, as a result of this Agreement, accrue leave, retirement, insurance, bonding or any other rights, privileges, or benefits afforded to City employees. The Contractor and its subcontractors shall not have the authority to bind City in any way except as may be specifically provided herein.
7. **E-VERIFY:** The Contractor shall enter into and register a Memorandum of Understanding with the Department of Homeland Security E-Verify program within sixty (60) days after execution of this Agreement. The Contractor shall ensure all Contractor employees and any subcontractors assigned to perform work under this Agreement are eligible to work in the United States. The Contractor shall provide verification of compliance upon the request of the City. Failure by the Contractor to comply with this subsection shall be considered a material breach.
8. **DELAYS AND EXTENSIONS OF TIME:** If the Contractor is delayed at any time in the progress of the work covered by this Agreement, by any causes beyond Contractor's control, the time for performance may be extended by such time as shall be mutually agreed upon by the Contractor and the City and shall be incorporated in a written amendment to this Agreement. Any request for an extension of time shall be made in writing to the City.
9. **OWNERSHIP OF RECORDS AND DOCUMENTS:** Any and all work product prepared by the Contractor in the course of performing this Contract shall immediately become the property of the City. In consideration of the compensation provided for by this Agreement, the Contractor hereby further assigns all copyright interests in such work product to the City. A copy may be retained by the Contractor. Previously owned intellectual property of Contractor, and any know-how, methodologies or processes used by the Contractor to provide the services or project deliverables under this Agreement shall remain property of the Contractor.
10. **TERMINATION FOR PUBLIC CONVENIENCE:** The City, at its sole discretion, may terminate this contract for convenience at any time for any reason deemed appropriate. Termination is effective immediately upon notice of termination given by the City.

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

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

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

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

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

- 13. COMPLIANCE WITH THE LAW:** The Contractor agrees to comply with all relevant, Federal, State, and Municipal laws, rules, policies, regulations or ordinances in the performance of work under this Agreement.

- 14. CITY BUSINESS AND OCCUPATION LICENSE:** The Contractor will be required to obtain a business license when contracting with the City unless allowable exemptions apply. The Contractor shall contact the State of Washington Business License Service (BLS) at: <http://bls.dor.wa.gov/file.aspx>, or by phone at 800-451-7985, or go to www.bls.dor.wa.gov/cities/vancouver.aspx or www.cityofvancouver.us/businesslicense, to

determine whether a business license is required pursuant to the Vancouver Municipal Code (VMC) Chapter 5.04.

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

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

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

COVERAGE	LIMITS OF LIABILITY
I. Commercial General Liability:	
Policy shall include Bodily Injury, Property Damage, Personal Injury and Broad Form Contractual Liability	
Each Occurrence	\$1,000,000
General Aggregate Per Occurrence	\$2,000,000
Products & Completed Operations Aggregate	\$2,000,000
Personal and Advertising Injury	\$1,000,000
Blanket Contractual Liability	\$1,000,000
II. Commercial Automobile Liability	

Policy shall include Bodily Injury and Property Damage, for any owned, Hired, and/or Non-owned vehicles used in the operation, installation and maintenance of facilities under this agreement. Combined Single Limit	\$1,000,000
III. Workers' Compensation (applicable to the State of Washington)	
Per Occurrence	
Employer's Liability	\$1,000,000
Disease Each Employee	\$1,000,000
Disease Policy Limit	\$1,000,000
Each Claim	\$1,000,000
Annual Aggregate	\$1,000,000

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

- a. City Listed as an Additional Insured. The City of Vancouver, its Agents, Representatives, Officers, Directors, Elected and Appointed Officials, and Employees must be named as an additional insured. The required Additional Insured endorsements shall be at least as broad as ISO CG 20 10 11 85, or its equivalent CG 20 10 07 04 and CG 20 37 07 04 must be included with the Certificate of Insurance.
- b. Either the Commercial General Liability or the Workers' Compensation policy must be endorsed to include "Washington Stop Gap" insurance. The limits and aggregates referenced must apply to the Stop Gap coverage as well and must be indicated on the certificate.
- c. Employment Security. The Contractor shall comply with all employment security laws of the State in which services are provided and shall timely make all required payments in connection therewith.
- d. The City of Vancouver shall be listed on the Certificate as the Certificate Holder.
- e. Coverage Trigger: The insurance must be written on an "occurrence" basis. This must be indicated on the Certificate.

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

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

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

For the City:

Anna Vogel

City of Vancouver

415 W 6th Street

P O Box 1995

Vancouver WA 98668-1995

Email: anna.vogel@cityofvancouver.us

For the Contractor:

Kirsti Hauswald

AKS Engineering & Forestry, LLC

9600 NE 126th Ave, #2520

Vancouver, WA 98682

Email: kirstih@aks-eng.com

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

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

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

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

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

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

purchasing under such solicitation or contract file a copy of this invitation and such contract in accordance with RCW 39.34.040.

- 23. PUBLIC DISCLOSURE COMPLIANCE:** The parties acknowledge that the City is an “agency” within the meaning of the Washington Public Records Act, Chapter 42.56 RCW, and that materials submitted by the Contractor to the City become public record. Such records may be subject to public disclosure, in whole or part and may be required to be released by the City in the event of a request for disclosure. In the event the City receives a public record request for any data or deliverable that is provided to the City and that is licensed from the Contractor, the City shall notify the Contractor of such request and withhold disclosure of such information for not less than five (5) business days, to permit the Contractor to seek judicial protection of such information, provided that the Contractor shall be responsible for attorney fees and costs in such action and shall save and hold harmless the City from any costs, attorney fees or penalty assessment under Chapter 42.17 RCW for withholding or delaying public disclosure of such information.
- 24. DEBARMENT:** The Contractor certifies that that it is not presently debarred, suspended, proposed for debarment, and declared ineligible or voluntarily excluded from covered transactions by any Federal, State or local department or agency.
- 25. NONDISCRIMINATION:** The City of Vancouver, WA is an equal opportunity employer. In the performance of this Agreement, the Contractor will not discriminate against any employee or applicant for employment on the grounds of race, creed, color, national origin, sex, sexual orientation, marital status, age or the presence of any sensory, mental or physical handicap.

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

CITY OF VANCOUVER

A municipal corporation

DocuSigned by:



7C05B7FF675849B...
Anna L. Vogel, Procurement Manager

2/16/2022

Date

Attest:

DocuSigned by:



BCE6734E40E94AE...
Natasha Ramras, City Clerk

Approved as to form:

DocuSigned by:



261B190A339644B...
Taylor Hallvik, Assistant City Attorney
For: Jonathan Young, City Attorney

CONTRACTOR:

AKS Engineering & Forestry, LLC

DocuSigned by:



1E4F2458F078427...
Signature

Blair Carlson Chief Executive Officer

Printed Name /Title

2/15/2022

Date

AKS Engineering & Forestry LLC

Billing Rates – Effective 1/1/2022

Attachment "A"

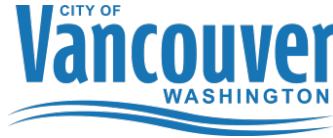
Payment Rates

	<u>Hourly rate</u>
Principal/Sr. Project Manager	\$195
QA/QC Reviewer	\$195
Project Manager	\$185
Sr. Project Engineer	\$170
Project Engineer	\$150
Engineering Designer	\$125
Engineering CAD Technician	\$110
Project Surveyor	\$160
One-person survey crew w/ vehicle & equipment	\$150
One-person survey crew w/ vehicle & equipment - BOLI	\$165
Two-person survey crew w/ vehicle & equipment	\$220
Two-person survey crew – BOLI prevailing wage	\$240
Laser scanning survey crew w/vehicle & equipment	\$200
Laser scanning survey crew w/vehicle & equipment - BOLI	\$220
Drone one-person field crew	\$180
Drone one-person field crew – BOLI prevailing wage	\$200
Drone Specialist - office	\$120
LiDAR one-person field crew	\$200
LiDAR one-person field crew – BOLI prevailing wage	\$220
LiDAR Specialist – office	\$120
Surveyor	\$135
Survey CAD Technician	\$110
Sr. Landscape Architect	\$140
Landscape Architect	\$115
Sr. Land Use Planner	\$175
Land Use Planner	\$140
Planning Technician/Graphic Design Specialist	\$110
Construction Manager/Owners Representative	\$165
Construction Inspector	\$125
Sr. Natural Resources Manager	\$170
Natural Resources Specialist	\$130
Natural Resources Technician	\$110
Sr. Certified Arborist	\$160
Certified Arborist	\$130
Sr. Forest Engineer	\$160
Forest Engineering Technician	\$130
Sr. Forester	\$160
Forester Technician	\$110
GIS Specialist	\$110
Technical Editor	\$100
Project Assistant/Clerical	\$75

Non-salary costs (reimbursables)

Subcontractors and Subconsultants	cost + 10%
Application/Permit Fees	cost + 10%
Mileage (current federally allowed rate)	\$0.585/mile
Technical Supplies	cost + 10%
Postage/Shipping	cost + 10%
Commercial Copies	cost + 10%
Commercial Deliveries	cost + 10%
Per Diem	Standard rates apply

AKS does not have an additional charge or multiplier for overtime. Field equipment (survey instruments, vehicles, etc.), computer hardware, and computer software (AutoCAD licenses, etc.) are included in the labor rate.



CITY OF VANCOUVER
SERVICES AGREEMENT No. C-100832
ON-CALL LANDSCAPE ARCHITECTURE AND ENGINEERING SERVICES FOR
PARKS & REC AND CULTURAL SERVICES

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

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

WHEREAS, the City advertised and issued a Request for Qualifications, numbered 45-21 (hereinafter referred to as the “solicitation”) and after evaluation of the Contractor’s responsive proposal, found the Contractor be capable of performing the required services; and

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

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

- 1. SCOPE OF WORK:** The Contractor agrees to provide on-call landscape architecture, engineering, planning, public outreach and other parks related professional services per RFQ No 45-21 and the Contractor’s response to the City’s solicitation, (collectively referred to herein as the “work”) which are each incorporated herein by this reference and made a part of this Agreement as if fully set forth herein.

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

2. **COMPENSATION:** Payment to the Contractor for the work described in this Agreement shall not exceed \$300,000.00 USD.

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

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

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

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

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

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

4. **TERM OF AGREEMENT:** The term of this Agreement shall commence on March 1, 2022 and continue until February 28, 2027. Unless directed otherwise by the City, Contractor shall perform the work in accordance with any schedules made a part of this Agreement.

5. **ORDER OF PRECEDENCE:** Where there is a conflict among or between any of these documents, the controlling documents shall be the first listed in the following sequence: Amendments to this Agreement; this Agreement; Contract Purchase Orders; the Contractor's responsive proposal to the City's solicitation, and the City's solicitation.
6. **RELATION OF PARTIES:** The Contractor, and its subcontractors, agents, employees, or other vendors contracted by the Contractor to provide services or other work for the purpose of meeting the Contractor's obligations under this agreement (collectively referred to as "subcontractors"), are independent contractors performing professional services for the City and are not employees of the City. The Contractor and its subcontractors shall not, as a result of this Agreement, accrue leave, retirement, insurance, bonding or any other rights, privileges, or benefits afforded to City employees. The Contractor and its subcontractors shall not have the authority to bind City in any way except as may be specifically provided herein.
7. **E-VERIFY:** The Contractor shall enter into and register a Memorandum of Understanding with the Department of Homeland Security E-Verify program within sixty (60) days after execution of this Agreement. The Contractor shall ensure all Contractor employees and any subcontractors assigned to perform work under this Agreement are eligible to work in the United States. The Contractor shall provide verification of compliance upon the request of the City. Failure by the Contractor to comply with this subsection shall be considered a material breach.
8. **DELAYS AND EXTENSIONS OF TIME:** If the Contractor is delayed at any time in the progress of the work covered by this Agreement, by any causes beyond Contractor's control, the time for performance may be extended by such time as shall be mutually agreed upon by the Contractor and the City and shall be incorporated in a written amendment to this Agreement. Any request for an extension of time shall be made in writing to the City.
9. **OWNERSHIP OF RECORDS AND DOCUMENTS:** Any and all work product prepared by the Contractor in the course of performing this Contract shall immediately become the property of the City. In consideration of the compensation provided for by this Agreement, the Contractor hereby further assigns all copyright interests in such work product to the City. A copy may be retained by the Contractor. Previously owned intellectual property of Contractor, and any know-how, methodologies or processes used by the Contractor to provide the services or project deliverables under this Agreement shall remain property of the Contractor.
10. **TERMINATION FOR PUBLIC CONVENIENCE:** The City, at its sole discretion, may terminate this contract for convenience at any time for any reason deemed appropriate. Termination is effective immediately upon notice of termination given by the City.

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

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

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

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

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

- 13. COMPLIANCE WITH THE LAW:** The Contractor agrees to comply with all relevant, Federal, State, and Municipal laws, rules, policies, regulations or ordinances in the performance of work under this Agreement.

- 14. CITY BUSINESS AND OCCUPATION LICENSE:** The Contractor will be required to obtain a business license when contracting with the City unless allowable exemptions apply. The Contractor shall contact the State of Washington Business License Service (BLS) at: <http://bls.dor.wa.gov/file.aspx>, or by phone at 800-451-7985, or go to www.bls.dor.wa.gov/cities/vancouver.aspx or www.cityofvancouver.us/businesslicense, to

determine whether a business license is required pursuant to the Vancouver Municipal Code (VMC) Chapter 5.04.

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

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

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

COVERAGE	LIMITS OF LIABILITY
I. Commercial General Liability:	
Policy shall include Bodily Injury, Property Damage, Personal Injury and Broad Form Contractual Liability	
Each Occurrence	\$1,000,000
General Aggregate Per Occurrence	\$2,000,000
Products & Completed Operations Aggregate	\$2,000,000
Personal and Advertising Injury	\$1,000,000
Blanket Contractual Liability	\$1,000,000
II. Commercial Automobile Liability	

Policy shall include Bodily Injury and Property Damage, for any owned, Hired, and/or Non-owned vehicles used in the operation, installation and maintenance of facilities under this agreement. Combined Single Limit	\$1,000,000
III. Workers' Compensation (applicable to the State of Washington)	
Per Occurrence	
Employer's Liability	\$1,000,000
Disease Each Employee	\$1,000,000
Disease Policy Limit	\$1,000,000
Each Claim	\$1,000,000
Annual Aggregate	\$1,000,000

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

- a. City Listed as an Additional Insured. The City of Vancouver, its Agents, Representatives, Officers, Directors, Elected and Appointed Officials, and Employees must be named as an additional insured. The required Additional Insured endorsements shall be at least as broad as ISO CG 20 10 11 85, or its equivalent CG 20 10 07 04 and CG 20 37 07 04 must be included with the Certificate of Insurance.
- b. Either the Commercial General Liability or the Workers' Compensation policy must be endorsed to include "Washington Stop Gap" insurance. The limits and aggregates referenced must apply to the Stop Gap coverage as well and must be indicated on the certificate.
- c. Employment Security. The Contractor shall comply with all employment security laws of the State in which services are provided and shall timely make all required payments in connection therewith.
- d. The City of Vancouver shall be listed on the Certificate as the Certificate Holder.
- e. Coverage Trigger: The insurance must be written on an "occurrence" basis. This must be indicated on the Certificate.

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

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

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

For the City:

Anna Vogel

City of Vancouver

415 W 6th Street

P O Box 1995

Vancouver WA 98668-1995

Email: anna.vogel@cityofvancouver.us

For the Contractor:

Bruce Haunreiter

Harper Houf Peterson Righellis Inc

1220 Main Street, Suite 150

Vancouver, WA 98660

Email: bruce@hhpr.com

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

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

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

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

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

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

purchasing under such solicitation or contract file a copy of this invitation and such contract in accordance with RCW 39.34.040.

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

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

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

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

CITY OF VANCOUVER

A municipal corporation

DocuSigned by:

Anna Vogel

7C05B7FF075649B...

Anna L. Vogel, Procurement Manager

2/23/2022

Date

Attest:

DocuSigned by:

Natasha Ramras

BCF6734E40E94AE...

Natasha Ramras, City Clerk

Approved as to form:

DocuSigned by:

Taylor Hallvik

261B190A339644B...

Taylor Hallvik, Assistant City Attorney

For: Jonathan Young, City Attorney

CONTRACTOR:

Harper Houf Peterson Righellis Inc

DocuSigned by:

Bruce Haunreiter

12698A1132DC4F1...

Signature

Bruce Haunreiter, Principal

Printed Name /Title

2/16/2022

Date

Attachment "A"

Payment Rates

Harper Houf Peterson Righellis Inc.

Standard Billing Rates For 2022

Classification	Standard Rate
Senior Principal	\$ 260.00 /Hr.
Structural Manager	\$ 210.00 /Hr.
Project Manager	\$ 225.00 /Hr.
Project Engineer	\$ 210.00 /Hr.
Construction Manager	\$ 210.00 /Hr.
Senior Scientist	\$ 175.00 /Hr.
Civil Engineer	\$ 175.00 /Hr.
Structural Engineer	\$ 175.00 /Hr.
Senior Planner	\$ 180.00 /Hr.
Senior Landscape Architect	\$ 170.00 /Hr.
Landscape Architect	\$ 150.00 /Hr.
Quality Control Engineer	\$ 225.00 /Hr.
Senior Civil Designer	\$ 170.00 /Hr.
Planner	\$ 155.00 /Hr.
Public Involvement Specialist	\$ 155.00 /Hr.
Civil Designer	\$ 150.00 /Hr.
Structural Designer	\$ 150.00 /Hr.
Inspector	\$ 125.00 /Hr.
BIM Specialist	\$ 160.00 /Hr.
Landscape Designer	\$ 125.00 /Hr.
Scientist	\$ 130.00 /Hr.
Natural Resources Technician	\$ 100.00 /Hr.
Assistant Planner	\$ 115.00 /Hr.
CAD Technician	\$ 125.00 /Hr.
CAD Technician II	\$ 105.00 /Hr.
Survey Manager	\$ 205.00 /Hr.
Project Surveyor	\$ 180.00 /Hr.
Survey Technician	\$ 140.00 /Hr.
Survey Crew (Crew Chief)	\$ 150.00 /Hr.
Survey Crew (Instrument Person)	\$ 95.00 /Hr.
Project Coordinator	\$ 150.00 /Hr.
Senior Clerical	\$ 150.00 /Hr.
Graphics Artist	\$ 150.00 /Hr.
Clerical	\$ 110.00 /Hr.

Expenses

Mileage - IRS Rate	\$ 0.585 /Mi.
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Reimbursables	At Cost With 5% Mark-Up
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Sub-Consultants	At Cost With 5% Mark-Up
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GRI 2022 FEE SCHEDULE

Classification	Rate/Hour
Principal	\$ 265
Associate	\$ 220
Senior Engineer	\$ 190
Senior Geologist	\$ 190
Project Engineer	\$ 170
Project Geologist	\$ 170
Engineering Staff	\$ 140
Geology Staff	\$ 140
Senior Pavement Specialist	\$ 135
Pavement Specialist	\$ 115
Engineering Assistant	\$ 115
Project Accountant	\$ 130
Technical Editor	\$ 125
CAD Operator	\$ 110
Administrative Assistant	\$ 75

Other Direct Costs

Vehicle: Vehicles will be billed at the current IRS business mileage reimbursement rate.

Travel and Subsistence: All charges related to travel will be computed at cost. Subsistence will be computed per current GSA per diem rates.

Falling Weight Deflectometer (FWD) Testing: \$325 per hour

FWD Mobilization: \$1.50 per mile

PDA Mobilization: \$700 per project

Pavement Core Bit and Patch: \$35 per core

Pavement Coring Mobilization: \$1.25 per mile

Ground Penetrating Radar (GPR) Testing: \$1,800 per day. Minimum half day.

Photo Ionization Detection: \$100 per day

Laboratory Testing: Schedule of laboratory rates can be provided upon request.

Reimbursable Expenses: Expenses including outside photographic or reproduction services; equipment rental; field supplies; fees for permits, filings, applications; outside testing firms; postage and freight; etc. will be at cost.

Subcontractor Services: Charges for subcontractor services will be computed at cost plus 10%.

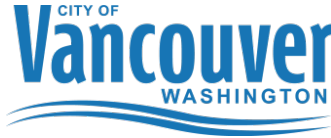
(LAST UPDATED 01/2022)



ARCHAEOLOGICAL
 SERVICES
 VANCOUVER, WA

Archaeological Services, LLC Cost Rates – 2022

2021-2022 Rates:	
Discipline or Job Title	Rate Per Hour
<u>Principal Investigator</u>	\$141.84
<u>Professional Archaeologist</u> (e.g., Project Manager, Field Supervisor, etc.)	\$117.68
<u>Research Historian/Archaeologist</u>	\$80.61
<u>Specialist (Subcontracted, when needed)</u> (e.g. Cartographer, Lithic Analyst, Faunal Analyst, GIS, etc.)	Varies
<u>Laboratory Coordinator</u>	\$76.97
<u>Office Administration</u>	\$57.75
<u>Qualified Archaeologist I</u>	\$61.79
<u>Qualified Archaeologist II</u>	\$67.41
<u>Qualified Archaeologist III</u>	\$76.97



CITY OF VANCOUVER
SERVICES AGREEMENT No. C-100833
ON-CALL LANDSCAPE ARCHITECTURE AND ENGINEERING SERVICES FOR
PARKS & REC AND CULTURAL SERVICES

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

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

WHEREAS, the City advertised and issued a Request for Qualifications, numbered 45-21 (hereinafter referred to as the “solicitation”) and after evaluation of the Contractor’s responsive proposal, found the Contractor be capable of performing the required services; and

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

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

- 1. SCOPE OF WORK:** The Contractor agrees to provide on-call landscape architecture, engineering, planning, public outreach and other parks related professional services per RFQ No 45-21 and the Contractor’s response to the City’s solicitation, (collectively referred to herein as the “work”) which are each incorporated herein by this reference and made a part of this Agreement as if fully set forth herein.

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

2. **COMPENSATION:** Payment to the Contractor for the work described in this Agreement shall not exceed \$300,000.00 USD.

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

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

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

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

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

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

4. **TERM OF AGREEMENT:** The term of this Agreement shall commence on March 1, 2022 and continue until February 28, 2027. Unless directed otherwise by the City, Contractor shall perform the work in accordance with any schedules made a part of this Agreement.

5. **ORDER OF PRECEDENCE:** Where there is a conflict among or between any of these documents, the controlling documents shall be the first listed in the following sequence: Amendments to this Agreement; this Agreement; Contract Purchase Orders; the Contractor's responsive proposal to the City's solicitation, and the City's solicitation.
6. **RELATION OF PARTIES:** The Contractor, and its subcontractors, agents, employees, or other vendors contracted by the Contractor to provide services or other work for the purpose of meeting the Contractor's obligations under this agreement (collectively referred to as "subcontractors"), are independent contractors performing professional services for the City and are not employees of the City. The Contractor and its subcontractors shall not, as a result of this Agreement, accrue leave, retirement, insurance, bonding or any other rights, privileges, or benefits afforded to City employees. The Contractor and its subcontractors shall not have the authority to bind City in any way except as may be specifically provided herein.
7. **E-VERIFY:** The Contractor shall enter into and register a Memorandum of Understanding with the Department of Homeland Security E-Verify program within sixty (60) days after execution of this Agreement. The Contractor shall ensure all Contractor employees and any subcontractors assigned to perform work under this Agreement are eligible to work in the United States. The Contractor shall provide verification of compliance upon the request of the City. Failure by the Contractor to comply with this subsection shall be considered a material breach.
8. **DELAYS AND EXTENSIONS OF TIME:** If the Contractor is delayed at any time in the progress of the work covered by this Agreement, by any causes beyond Contractor's control, the time for performance may be extended by such time as shall be mutually agreed upon by the Contractor and the City and shall be incorporated in a written amendment to this Agreement. Any request for an extension of time shall be made in writing to the City.
9. **OWNERSHIP OF RECORDS AND DOCUMENTS:** Any and all work product prepared by the Contractor in the course of performing this Contract shall immediately become the property of the City. In consideration of the compensation provided for by this Agreement, the Contractor hereby further assigns all copyright interests in such work product to the City. A copy may be retained by the Contractor. Previously owned intellectual property of Contractor, and any know-how, methodologies or processes used by the Contractor to provide the services or project deliverables under this Agreement shall remain property of the Contractor.
10. **TERMINATION FOR PUBLIC CONVENIENCE:** The City, at its sole discretion, may terminate this contract for convenience at any time for any reason deemed appropriate. Termination is effective immediately upon notice of termination given by the City.

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

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

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

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

- 13. COMPLIANCE WITH THE LAW:** The Contractor agrees to comply with all relevant, Federal, State, and Municipal laws, rules, policies, regulations or ordinances in the performance of work under this Agreement.

- 14. CITY BUSINESS AND OCCUPATION LICENSE:** The Contractor will be required to obtain a business license when contracting with the City unless allowable exemptions apply. The Contractor shall contact the State of Washington Business License Service (BLS) at: <http://bls.dor.wa.gov/file.aspx>, or by phone at 800-451-7985, or go to www.bls.dor.wa.gov/cities/vancouver.aspx or www.cityofvancouver.us/businesslicense, to

determine whether a business license is required pursuant to the Vancouver Municipal Code (VMC) Chapter 5.04.

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

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

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

COVERAGE	LIMITS OF LIABILITY
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Policy shall include Bodily Injury, Property Damage, Personal Injury and Broad Form Contractual Liability	
Each Occurrence	\$1,000,000
General Aggregate Per Occurrence	\$2,000,000
Products & Completed Operations Aggregate	\$2,000,000
Personal and Advertising Injury	\$1,000,000
Blanket Contractual Liability	\$1,000,000
II. Commercial Automobile Liability	

Policy shall include Bodily Injury and Property Damage, for any owned, Hired, and/or Non-owned vehicles used in the operation, installation and maintenance of facilities under this agreement. Combined Single Limit	\$1,000,000
III. Workers' Compensation (applicable to the State of Washington)	
Per Occurrence	
Employer's Liability	\$1,000,000
Disease Each Employee	\$1,000,000
Disease Policy Limit	\$1,000,000
Each Claim	\$1,000,000
Annual Aggregate	\$1,000,000

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- a. City Listed as an Additional Insured. The City of Vancouver, its Agents, Representatives, Officers, Directors, Elected and Appointed Officials, and Employees must be named as an additional insured. The required Additional Insured endorsements shall be at least as broad as ISO CG 20 10 11 85, or its equivalent CG 20 10 07 04 and CG 20 37 07 04 must be included with the Certificate of Insurance.
- b. Either the Commercial General Liability or the Workers' Compensation policy must be endorsed to include "Washington Stop Gap" insurance. The limits and aggregates referenced must apply to the Stop Gap coverage as well and must be indicated on the certificate.
- c. Employment Security. The Contractor shall comply with all employment security laws of the State in which services are provided and shall timely make all required payments in connection therewith.
- d. The City of Vancouver shall be listed on the Certificate as the Certificate Holder.
- e. Coverage Trigger: The insurance must be written on an "occurrence" basis. This must be indicated on the Certificate.

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

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For the City:

Anna Vogel

City of Vancouver

415 W 6th Street

P O Box 1995

Vancouver WA 98668-1995

Email: anna.vogel@cityofvancouver.us

For the Contractor:

Maureen Raad

Environmental Science Associates (ESA)

819 SE Morrison St, Suite 310

Portland, OR 97214

Email: mraad@esassoc.com

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

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

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

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

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

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

purchasing under such solicitation or contract file a copy of this invitation and such contract in accordance with RCW 39.34.040.

- 23. PUBLIC DISCLOSURE COMPLIANCE:** The parties acknowledge that the City is an “agency” within the meaning of the Washington Public Records Act, Chapter 42.56 RCW, and that materials submitted by the Contractor to the City become public record. Such records may be subject to public disclosure, in whole or part and may be required to be released by the City in the event of a request for disclosure. In the event the City receives a public record request for any data or deliverable that is provided to the City and that is licensed from the Contractor, the City shall notify the Contractor of such request and withhold disclosure of such information for not less than five (5) business days, to permit the Contractor to seek judicial protection of such information, provided that the Contractor shall be responsible for attorney fees and costs in such action and shall save and hold harmless the City from any costs, attorney fees or penalty assessment under Chapter 42.17 RCW for withholding or delaying public disclosure of such information.
- 24. DEBARMENT:** The Contractor certifies that that it is not presently debarred, suspended, proposed for debarment, and declared ineligible or voluntarily excluded from covered transactions by any Federal, State or local department or agency.
- 25. NONDISCRIMINATION:** The City of Vancouver, WA is an equal opportunity employer. In the performance of this Agreement, the Contractor will not discriminate against any employee or applicant for employment on the grounds of race, creed, color, national origin, sex, sexual orientation, marital status, age or the presence of any sensory, mental or physical handicap.

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

CITY OF VANCOUVER

A municipal corporation

DocuSigned by:

7C05B7FF675849B...

Anna L. Vogel, Procurement Manager

2/23/2022

Date

Attest:

DocuSigned by:

BGF6734E40E94AE...

Natasha Ramras, City Clerk

Approved as to form:

DocuSigned by:

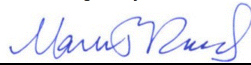
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Taylor Hallvik, Assistant City Attorney

For: Jonathan Young, City Attorney

CONTRACTOR:

Environmental Science Associates (ESA)

DocuSigned by:

7A46EB74EF4149B...

Signature

Maureen Raad Sr. Principal Landscape Architect

Printed Name /Title

2/23/2022

Date

ESA NW Region Category Rates

Attachment "A"
Payment Rates

ESA Labor Category	Hourly Rate
Administrative Assistant	\$85.00
Air Quality & Acoustics Analyst IV	\$200.00
Biologist I	\$105.00
Biologist II	\$120.00
Biologist IV	\$175.00
Biologist V	\$245.00
Cultural Resource Specialist I	\$95.00
Cultural Resource Specialist II	\$120.00
Cultural Resource Specialist III	\$140.00
Cultural Resources Specialist IV	\$150.00
Editor	\$160.00
Engineer I	\$115.00
Engineer II	\$145.00
Engineer III	\$160.00
Engineer IV	\$190.00
Engineer V	\$240.00
Engineer VI	\$280.00
Environmental Scientist III	\$140.00
Environmental Scientist IV	\$165.00
Environmental Scientist V	\$240.00
Environmental Technician	\$95.00
GIS Analyst	\$115.00
GIS/Geospatial Director	\$250.00
GIS/Geospatial Services Manager	\$150.00
Landscape Designer/Architect I	\$115.00
Landscape Designer/Architect III	\$140.00
Landscape Designer/Architect IV	\$165.00
Landscape Designer/Architect V	\$185.00
Lead Project Accountant	\$125.00
Planner I	\$95.00
Planner II	\$130.00
Planner III	\$150.00
Planner IV	\$190.00
Planner V	\$210.00
Project Accountant	\$110.00
Project Technician	\$90.00
Regional Business Group Director	\$240.00
Regional Director I	\$290.00
Regional Office Manager	\$135.00
Senior Administrative Assistant	\$105.00
Senior Project Accountant	\$115.00
Technical Expert	\$240.00
Technical Specialist	\$145.00
Technician	\$95.00
Technician II	\$105.00

Mileage rates: IRS approved 58.5 cents per mile.
Mark up for subs: 5%

JLA Classifications and Rates

Classification	Personnel	Title	2022 Max. Billing Rate
Senior Associate 2			\$ 231.60
	Jeanne Lawson	Founding Principal	
Senior Associate 1			\$ 207.42
	Kristen Kibler Jessica Pickul Adrienne DeDona	Chief of Client Relations Chief Operating Officer Sr. Program Mgr./SW Washington Office Mgr.	
Public Involvement Specialist 6			\$ 175.18
	Brandy Steffen Kalin Schmoldt	Chief Talent Officer Chief Creative Officer	
Public Involvement Specialist 5			\$ 158.72
	Sam Beresky Allison Brown	Digital Story Teller/Program Manager Program Manager / Facilitator	
Public Involvement Specialist 4			\$ 140.15
	Jessica Bull April Hasson Darren Cools	Program Manager Program Manager Sr. Graphic Designer / Program Manager	
Public Involvement Specialist 3			\$ 120.22
	Tracie Heidt Bill Walters	Program Manager Communications Specialist/ Copywriter	
Public Involvement Specialist 2			\$ 105.57
	Alice Hodge Ariella Frishburg Nicole Metildi Travis Rumohr Andrea Maldonado	Senior Program Coordinator Senior Program Coordinator Senior Program Coordinator Senior Program Coordinator Graphic Designer / Program Coordinator	
Public Involvement Specialist 1			\$ 88.00
	Camille Pearce Jen Winslow	Outreach Coordinator Outreach Coordinator	
Administration 5			\$ 141.00
	Jamie Harvie Nelly Haddad	Marketing and Communications Specialist Senior Accountant	
Administration 4			\$ 113.70
	Miriam Hanes Lesley Yan	Office Administrator Staff Accountant	
Administration 3			\$ 94.16
Administration 2			\$ 71.88
Administration 1			\$ 56.87



STATEWIDE LAND SURVEYING INC.

LAND SURVEY SIMPLE RATES FOR 2022

FIELD LABOR

1-Man Survey Crew	\$156/hr
2-Man Survey Crew	\$210/hr
3-Man Survey Crew:	\$266/hr
USCG 6-Pack Lic.	
Small Vessel Operator	\$122/hr

OFFICE SERVICES:

AutoCAD Drafting:	\$98/hr
Clerical:	\$54/hr
Principal:	\$146/hr
Licensed Land Surveyor:	\$146/hr
Project Manager:	\$122/hr
Land Use & Development Planning:	\$112/hr
Survey Tech:	\$98/hr
Research:	\$98/hr

HYDROGRAPHIC SURVEY EQUIPMENT

Inflatable / Hard Shell Kayak:	\$42/day
Float Tube:	\$42/day
16' Aire Catacraft:	\$112/day
12' Sotar Catacraft:	\$112/day
18' Clackacraft Driftboat:	\$112/day
22' Riverwild Jet Boat:	\$392/day
CEE-USV Survey Boat:	\$336/day
CEEScope Lite Singlebeam Sonar System:	\$60/day
Norbit iWBMSH STX Multibeam Sonar System:	\$1,106/day
Norbit iWBMSc Multibeam Sonar System:	\$690/day
In Situ Aqua Troll 600:	\$48/day
SonTek M9 RiverSurveyor ADCP System:	
ARIS Explorer 3000 Sonar System:	\$782/day

LAND SURVEY EQUIPMENT

4-wheel drive Polaris ATV: \$50/day

COURT APPEARANCE

By quotation only

REIMBURSABLE EXPENSES

See JFTR

<http://www.defensetravel.dod.mil/perdiem/faqpovpast.html> (Free up to 100 mile round trip)

Other direct expenses: Cost plus 10%

PER DIEM RATES

See JFTR

<http://www.defensetravel.dod.mil/perdiem/perdiemrates.html>

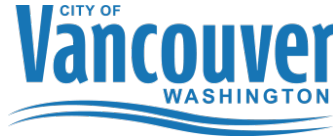
Terms

Invoice due on receipt with +1.5% monthly after 30 day, less negotiated otherwise.

Equal employment opportunity

Statewide Land Surveying Inc. complies with all applicable laws, rules, regulations, codes, and ordinances of all Federal, state and local authorities including but not limited to compliance with executive order no. 11246 "Equal employment opportunity" as amended, implemented, and supplemented, and the rules, regulations, codes, and orders issued there under.

Fee schedule: rates portal to portal, less any negotiated discounts. Overtime is billed at 1.5 times the hourly rate shown above, rates effective during the calendar year 2020, or per contract.



CITY OF VANCOUVER
SERVICES AGREEMENT No. C-100835
ON-CALL LANDSCAPE ARCHITECTURE AND ENGINEERING SERVICES FOR
PARKS & REC AND CULTURAL SERVICES

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

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

WHEREAS, the City advertised and issued a Request for Qualifications, numbered 45-21 (hereinafter referred to as the “solicitation”) and after evaluation of the Contractor’s responsive proposal, found the Contractor be capable of performing the required services; and

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

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

- 1. SCOPE OF WORK:** The Contractor agrees to provide on-call landscape architecture, engineering, planning, public outreach and other parks related professional services per RFQ No 45-21 and the Contractor’s response to the City’s solicitation, (collectively referred to herein as the “work”) which are each incorporated herein by this reference and made a part of this Agreement as if fully set forth herein.

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

2. **COMPENSATION:** Payment to the Contractor for the work described in this Agreement shall not exceed \$300,000.00 USD.

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

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

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

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

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

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

4. **TERM OF AGREEMENT:** The term of this Agreement shall commence on March 1, 2022 and continue until February 28, 2027. Unless directed otherwise by the City, Contractor shall perform the work in accordance with any schedules made a part of this Agreement.

5. **ORDER OF PRECEDENCE:** Where there is a conflict among or between any of these documents, the controlling documents shall be the first listed in the following sequence: Amendments to this Agreement; this Agreement; Contract Purchase Orders; the Contractor's responsive proposal to the City's solicitation, and the City's solicitation.
6. **RELATION OF PARTIES:** The Contractor, and its subcontractors, agents, employees, or other vendors contracted by the Contractor to provide services or other work for the purpose of meeting the Contractor's obligations under this agreement (collectively referred to as "subcontractors"), are independent contractors performing professional services for the City and are not employees of the City. The Contractor and its subcontractors shall not, as a result of this Agreement, accrue leave, retirement, insurance, bonding or any other rights, privileges, or benefits afforded to City employees. The Contractor and its subcontractors shall not have the authority to bind City in any way except as may be specifically provided herein.
7. **E-VERIFY:** The Contractor shall enter into and register a Memorandum of Understanding with the Department of Homeland Security E-Verify program within sixty (60) days after execution of this Agreement. The Contractor shall ensure all Contractor employees and any subcontractors assigned to perform work under this Agreement are eligible to work in the United States. The Contractor shall provide verification of compliance upon the request of the City. Failure by the Contractor to comply with this subsection shall be considered a material breach.
8. **DELAYS AND EXTENSIONS OF TIME:** If the Contractor is delayed at any time in the progress of the work covered by this Agreement, by any causes beyond Contractor's control, the time for performance may be extended by such time as shall be mutually agreed upon by the Contractor and the City and shall be incorporated in a written amendment to this Agreement. Any request for an extension of time shall be made in writing to the City.
9. **OWNERSHIP OF RECORDS AND DOCUMENTS:** Any and all work product prepared by the Contractor in the course of performing this Contract shall immediately become the property of the City. In consideration of the compensation provided for by this Agreement, the Contractor hereby further assigns all copyright interests in such work product to the City. A copy may be retained by the Contractor. Previously owned intellectual property of Contractor, and any know-how, methodologies or processes used by the Contractor to provide the services or project deliverables under this Agreement shall remain property of the Contractor.
10. **TERMINATION FOR PUBLIC CONVENIENCE:** The City, at its sole discretion, may terminate this contract for convenience at any time for any reason deemed appropriate. Termination is effective immediately upon notice of termination given by the City.

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

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

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

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

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

- 13. COMPLIANCE WITH THE LAW:** The Contractor agrees to comply with all relevant, Federal, State, and Municipal laws, rules, policies, regulations or ordinances in the performance of work under this Agreement.

- 14. CITY BUSINESS AND OCCUPATION LICENSE:** The Contractor will be required to obtain a business license when contracting with the City unless allowable exemptions apply. The Contractor shall contact the State of Washington Business License Service (BLS) at: <http://bls.dor.wa.gov/file.aspx>, or by phone at 800-451-7985, or go to www.bls.dor.wa.gov/cities/vancouver.aspx or www.cityofvancouver.us/businesslicense, to

determine whether a business license is required pursuant to the Vancouver Municipal Code (VMC) Chapter 5.04.

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

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

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

COVERAGE	LIMITS OF LIABILITY
I. Commercial General Liability:	
Policy shall include Bodily Injury, Property Damage, Personal Injury and Broad Form Contractual Liability	
Each Occurrence	\$1,000,000
General Aggregate Per Occurrence	\$2,000,000
Products & Completed Operations Aggregate	\$2,000,000
Personal and Advertising Injury	\$1,000,000
Blanket Contractual Liability	\$1,000,000
II. Commercial Automobile Liability	

Policy shall include Bodily Injury and Property Damage, for any owned, Hired, and/or Non-owned vehicles used in the operation, installation and maintenance of facilities under this agreement. Combined Single Limit	\$1,000,000
III. Workers' Compensation (applicable to the State of Washington)	
Per Occurrence	
Employer's Liability	\$1,000,000
Disease Each Employee	\$1,000,000
Disease Policy Limit	\$1,000,000
Each Claim	\$1,000,000
Annual Aggregate	\$1,000,000

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

- a. City Listed as an Additional Insured. The City of Vancouver, its Agents, Representatives, Officers, Directors, Elected and Appointed Officials, and Employees must be named as an additional insured. The required Additional Insured endorsements shall be at least as broad as ISO CG 20 10 11 85, or its equivalent CG 20 10 07 04 and CG 20 37 07 04 must be included with the Certificate of Insurance.
- b. Either the Commercial General Liability or the Workers' Compensation policy must be endorsed to include "Washington Stop Gap" insurance. The limits and aggregates referenced must apply to the Stop Gap coverage as well and must be indicated on the certificate.
- c. Employment Security. The Contractor shall comply with all employment security laws of the State in which services are provided and shall timely make all required payments in connection therewith.
- d. The City of Vancouver shall be listed on the Certificate as the Certificate Holder.
- e. Coverage Trigger: The insurance must be written on an "occurrence" basis. This must be indicated on the Certificate.

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

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

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

For the City:

Anna Vogel

City of Vancouver

415 W 6th Street

P O Box 1995

Vancouver WA 98668-1995

Email: anna.vogel@cityofvancouver.us

For the Contractor:

Jeramie Shane

Mayer/Reed Inc

319 SW Washington St, #820

Portland, OR 97204

Email: jeramie@mayerreed.com

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

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

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purchasing under such solicitation or contract file a copy of this invitation and such contract in accordance with RCW 39.34.040.

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

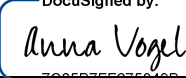
24. DEBARMENT: The Contractor certifies that that it is not presently debarred, suspended, proposed for debarment, and declared ineligible or voluntarily excluded from covered transactions by any Federal, State or local department or agency.

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

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

CITY OF VANCOUVER

A municipal corporation

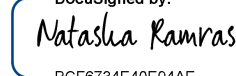
DocuSigned by:


Anna L. Vogel, Procurement Manager

4/1/2022

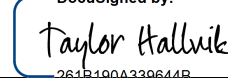
Date

Attest:

DocuSigned by:


Natasha Ramras, City Clerk

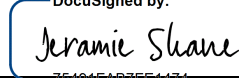
Approved as to form:

DocuSigned by:


Taylor Hallvik, Assistant City Attorney
For: Jonathan Young, City Attorney

CONTRACTOR:

Mayer/Reed Inc

DocuSigned by:


Signature

Jeramie Shane vice President

Printed Name /Title

3/29/2022

Date

Attachment "A"
Payment Rates

MAYER/REED, INC.

January 1, 2022

2022 Hourly Billing Rates
Effective through January 2023

Landscape Architecture and Visual Communications / Signage & Wayfinding

<u>Employee Category</u>	<u>Rate Range</u>
Principal	\$215.00 - \$240.00
Sr. Designer 1 / Project Manager 1	\$135.00 - \$155.00
Sr. Designer 2 / Project Manager 2	\$115.00 - \$135.00
Landscape Architect 1	\$110.00 - \$118.00
Landscape Architect 2	\$99.00 - \$106.00
Designer 1	\$95.00 - \$106.00
Designer 2	\$90.00 - \$95.00
Design Support	\$65.00 - \$99.00
Administration	\$75.00 - \$110.00

2022 Standard Rate Schedule

Robertson Engineering, PC



S Corporation

Federal EIN: 47-1354575

Washington UBI: 603-414-055

Staff Type/Item	Billing Rate
Labor Billing Rates	
Project Managing Engineer	\$160 / hr.
Civil Engineer	\$130 / hr.
Civil Designer II	\$110 / hr.
Civil Designer I	\$95 / hr.
CAD Technician	\$80 / hr.
Clerical	\$60 / hr.
Expenses	
Automobile Mileage *	no charge
Mark-up on Project Expense (Reimbursables) **	0%
Mark-up on Subconsultants ***	10%

* Employees are reimbursed for personal automobile mileage at the current IRS rate, however those costs are not itemized or charged to the client.

** Project expenses include direct costs such as prints, copies, review fees, etc.

*** Refer to scope and fee proposal for applicability of sub-consultant mark-up.

For additional information or questions, please contact:

Chris Robertson

1101 Broadway Street #201, Vancouver, WA, 98660

Direct (360) 831-0066 | Cel (360) 921-8789

chris@robertsonengineering.us

JLA Classifications and Rates

Classification	Personnel	Title	2022 Max. Billing Rate
Senior Associate 2			\$ 231.60
	Jeanne Lawson	Founding Principal	
Senior Associate 1			\$ 207.42
	Kristen Kibler Jessica Pickul Adrienne DeDona	Chief of Client Relations Chief Operating Officer Sr. Program Mgr./SW Washington Office Mgr.	
Public Involvement Specialist 6			\$ 175.18
	Brandy Steffen Kalin Schmoldt	Chief Talent Officer Chief Creative Officer	
Public Involvement Specialist 5			\$ 158.72
	Sam Beresky Allison Brown	Digital Story Teller/Program Manager Program Manager / Facilitator	
Public Involvement Specialist 4			\$ 140.15
	Jessica Bull April Hasson Darren Cools	Program Manager Program Manager Sr. Graphic Designer / Program Manager	
Public Involvement Specialist 3			\$ 120.22
	Tracie Heidt Bill Walters	Program Manager Communications Specialist/ Copywriter	
Public Involvement Specialist 2			\$ 105.57
	Alice Hodge Ariella Frishburg Nicole Metildi Travis Rumohr Andrea Maldonado	Senior Program Coordinator Senior Program Coordinator Senior Program Coordinator Senior Program Coordinator Graphic Designer / Program Coordinator	
Public Involvement Specialist 1			\$ 88.00
	Camille Pearce Jen Winslow	Outreach Coordinator Outreach Coordinator	
Administration 5			\$ 141.00
	Jamie Harvie Nelly Haddad	Marketing and Communications Specialist Senior Accountant	
Administration 4			\$ 113.70
	Miriam Hanes Lesley Yan	Office Administrator Staff Accountant	
Administration 3			\$ 94.16
Administration 2			\$ 71.88
Administration 1			\$ 56.87

MINISTER & GLAESER SURVEYING, INC

RATES AS OF August 1, 2021

Employee / Crew	Rate per Hour
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LICENSED SURVEYORS

David Denny	\$130
Edmund Denny	\$130
Daniel Renton	\$130
Craig Galvin	\$120
Chuck Pearce	\$120
Chris Avery	\$120
Dave Simes	\$120

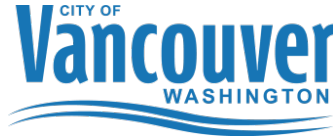
TECHNICIAN

Drew Denny	\$100
Adam Denny	\$100
Ryan Holland	\$100
Kurt Olstead	\$100
Bob Messner	\$100
Nando Gutierrez	\$100

ADMIN	\$50
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FIELD CREW

One Man	\$165
One Man (w/ATV 115)	\$275
Two Man	\$200
Two Man (w/PLS)	\$225
Two Man (w/ATV)	\$350
Two Man (w/BOAT)	\$450
Two Man (w/DRONE)	\$225
Two Man (w/DRONE w/GPS)	\$350
Three Man	\$250
Three Man (w/BOAT)	\$500



CITY OF VANCOUVER
SERVICES AGREEMENT No. C-100836
ON-CALL LANDSCAPE ARCHITECTURE AND ENGINEERING SERVICES FOR
PARKS & REC AND CULTURAL SERVICES

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

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

WHEREAS, the City advertised and issued a Request for Qualifications, numbered 45-21 (hereinafter referred to as the “solicitation”) and after evaluation of the Contractor’s responsive proposal, found the Contractor be capable of performing the required services; and

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

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

- 1. SCOPE OF WORK:** The Contractor agrees to provide on-call landscape architecture, engineering, planning, public outreach and other parks related professional services per RFQ No 45-21 and the Contractor’s response to the City’s solicitation, (collectively referred to herein as the “work”) which are each incorporated herein by this reference and made a part of this Agreement as if fully set forth herein.

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

2. **COMPENSATION:** Payment to the Contractor for the work described in this Agreement shall not exceed \$300,000.00 USD.

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

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

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

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

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

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

4. **TERM OF AGREEMENT:** The term of this Agreement shall commence on March 1, 2022 and continue until February 28, 2027. Unless directed otherwise by the City, Contractor shall perform the work in accordance with any schedules made a part of this Agreement.

5. **ORDER OF PRECEDENCE:** Where there is a conflict among or between any of these documents, the controlling documents shall be the first listed in the following sequence: Amendments to this Agreement; this Agreement; Contract Purchase Orders; the Contractor's responsive proposal to the City's solicitation, and the City's solicitation.
6. **RELATION OF PARTIES:** The Contractor, and its subcontractors, agents, employees, or other vendors contracted by the Contractor to provide services or other work for the purpose of meeting the Contractor's obligations under this agreement (collectively referred to as "subcontractors"), are independent contractors performing professional services for the City and are not employees of the City. The Contractor and its subcontractors shall not, as a result of this Agreement, accrue leave, retirement, insurance, bonding or any other rights, privileges, or benefits afforded to City employees. The Contractor and its subcontractors shall not have the authority to bind City in any way except as may be specifically provided herein.
7. **E-VERIFY:** The Contractor shall enter into and register a Memorandum of Understanding with the Department of Homeland Security E-Verify program within sixty (60) days after execution of this Agreement. The Contractor shall ensure all Contractor employees and any subcontractors assigned to perform work under this Agreement are eligible to work in the United States. The Contractor shall provide verification of compliance upon the request of the City. Failure by the Contractor to comply with this subsection shall be considered a material breach.
8. **DELAYS AND EXTENSIONS OF TIME:** If the Contractor is delayed at any time in the progress of the work covered by this Agreement, by any causes beyond Contractor's control, the time for performance may be extended by such time as shall be mutually agreed upon by the Contractor and the City and shall be incorporated in a written amendment to this Agreement. Any request for an extension of time shall be made in writing to the City.
9. **OWNERSHIP OF RECORDS AND DOCUMENTS:** Any and all work product prepared by the Contractor in the course of performing this Contract shall immediately become the property of the City. In consideration of the compensation provided for by this Agreement, the Contractor hereby further assigns all copyright interests in such work product to the City. A copy may be retained by the Contractor. Previously owned intellectual property of Contractor, and any know-how, methodologies or processes used by the Contractor to provide the services or project deliverables under this Agreement shall remain property of the Contractor.
10. **TERMINATION FOR PUBLIC CONVENIENCE:** The City, at its sole discretion, may terminate this contract for convenience at any time for any reason deemed appropriate. Termination is effective immediately upon notice of termination given by the City.

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

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

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

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

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

- 13. COMPLIANCE WITH THE LAW:** The Contractor agrees to comply with all relevant, Federal, State, and Municipal laws, rules, policies, regulations or ordinances in the performance of work under this Agreement.

- 14. CITY BUSINESS AND OCCUPATION LICENSE:** The Contractor will be required to obtain a business license when contracting with the City unless allowable exemptions apply. The Contractor shall contact the State of Washington Business License Service (BLS) at: <http://bls.dor.wa.gov/file.aspx>, or by phone at 800-451-7985, or go to www.bls.dor.wa.gov/cities/vancouver.aspx or www.cityofvancouver.us/businesslicense, to

determine whether a business license is required pursuant to the Vancouver Municipal Code (VMC) Chapter 5.04.

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

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

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

COVERAGE	LIMITS OF LIABILITY
I. Commercial General Liability:	
Policy shall include Bodily Injury, Property Damage, Personal Injury and Broad Form Contractual Liability	
Each Occurrence	\$1,000,000
General Aggregate Per Occurrence	\$2,000,000
Products & Completed Operations Aggregate	\$2,000,000
Personal and Advertising Injury	\$1,000,000
Blanket Contractual Liability	\$1,000,000
II. Commercial Automobile Liability	

Policy shall include Bodily Injury and Property Damage, for any owned, Hired, and/or Non-owned vehicles used in the operation, installation and maintenance of facilities under this agreement. Combined Single Limit	\$1,000,000
III. Workers' Compensation (applicable to the State of Washington)	
Per Occurrence	
Employer's Liability	\$1,000,000
Disease Each Employee	\$1,000,000
Disease Policy Limit	\$1,000,000
Each Claim	\$1,000,000
Annual Aggregate	\$1,000,000

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

- a. City Listed as an Additional Insured. The City of Vancouver, its Agents, Representatives, Officers, Directors, Elected and Appointed Officials, and Employees must be named as an additional insured. The required Additional Insured endorsements shall be at least as broad as ISO CG 20 10 11 85, or its equivalent CG 20 10 07 04 and CG 20 37 07 04 must be included with the Certificate of Insurance.
- b. Either the Commercial General Liability or the Workers' Compensation policy must be endorsed to include "Washington Stop Gap" insurance. The limits and aggregates referenced must apply to the Stop Gap coverage as well and must be indicated on the certificate.
- c. Employment Security. The Contractor shall comply with all employment security laws of the State in which services are provided and shall timely make all required payments in connection therewith.
- d. The City of Vancouver shall be listed on the Certificate as the Certificate Holder.
- e. Coverage Trigger: The insurance must be written on an "occurrence" basis. This must be indicated on the Certificate.

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

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

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

For the City:

Anna Vogel

City of Vancouver

415 W 6th Street

P O Box 1995

Vancouver WA 98668-1995

Email: anna.vogel@cityofvancouver.us

For the Contractor:

Chelsea McCann

Walker Macy

111 SW Oak Street

Portland, OR 97215

Email: cmccann@walkermacy.com

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

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

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

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

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

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

purchasing under such solicitation or contract file a copy of this invitation and such contract in accordance with RCW 39.34.040.

- 23. PUBLIC DISCLOSURE COMPLIANCE:** The parties acknowledge that the City is an “agency” within the meaning of the Washington Public Records Act, Chapter 42.56 RCW, and that materials submitted by the Contractor to the City become public record. Such records may be subject to public disclosure, in whole or part and may be required to be released by the City in the event of a request for disclosure. In the event the City receives a public record request for any data or deliverable that is provided to the City and that is licensed from the Contractor, the City shall notify the Contractor of such request and withhold disclosure of such information for not less than five (5) business days, to permit the Contractor to seek judicial protection of such information, provided that the Contractor shall be responsible for attorney fees and costs in such action and shall save and hold harmless the City from any costs, attorney fees or penalty assessment under Chapter 42.17 RCW for withholding or delaying public disclosure of such information.
- 24. DEBARMENT:** The Contractor certifies that that it is not presently debarred, suspended, proposed for debarment, and declared ineligible or voluntarily excluded from covered transactions by any Federal, State or local department or agency.
- 25. NONDISCRIMINATION:** The City of Vancouver, WA is an equal opportunity employer. In the performance of this Agreement, the Contractor will not discriminate against any employee or applicant for employment on the grounds of race, creed, color, national origin, sex, sexual orientation, marital status, age or the presence of any sensory, mental or physical handicap.

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

CITY OF VANCOUVER

A municipal corporation

DocuSigned by:

7C05B7FF675649B...

Anna L. Vogel, Procurement Manager

3/9/2022

Date

Attest:

DocuSigned by:

BCF6734E40E94AE...

Natasha Ramras, City Clerk

Approved as to form:

DocuSigned by:

261B190A339644B...

Taylor Hallvik, Assistant City Attorney

For: Jonathan Young, City Attorney

CONTRACTOR:

Walker Macy

DocuSigned by:

3D438AD6366E49B...

Signature

Chelsea McCann Principal

Printed Name /Title

3/2/2022

Date

Attachment "A"

Payment Rates


 LANDSCAPE ARCHITECTURE
 PORTLAND + SEATTLE

URBAN DESIGN

PLANNING

	<u>2021</u>
Principals	\$175-\$215
Project Designer	\$95-\$155
Associates	\$115-\$155
Planner	\$100-\$175
Quality Controller / Project Directors	\$125-\$160
Landscape Architect	\$100-\$155
Project Managers	\$100-\$155
Production Personnel	\$80-\$135
Administration	\$80-\$140

Billing Rates are subject to annual changes

Direct costs are billed as follows (at cost + 10% markup):

Automobile mileage	IRS reimbursement rate
Photocopies	\$0.15 each
Color copies	\$1.00 each
Plotting	\$.50 per sq. ft.
Scans and Copies	\$1.00 per sq. ft.
Printing, supplies	At cost
Postage, delivery	At cost
Telecommunication	At cost
Travel, lodging, meals	At cost

Updated 01.31.22



2022 HOURLY RATE SCHEDULE

Our compensation will be determined on the basis of time and expenses in accordance with the following schedule unless a lump sum amount is so indicated in the proposal or services agreement.

PROFESSIONAL TECHNICAL STAFF

ENGINEERING/SURVEYING

Engineering Technician	100.00	Design Technician IV	135.00	Landscape/Planning I	90.00
Engineering Staff I	120.00	Engineering Geologist I	135.00	Landscape/Planning II	100.00
Engineering Staff II	130.00	Engineering Geologist II	155.00	Landscape/Planning III	110.00
Engineering Staff III	142.00	Survey I	95.00	Landscape/Planning IV	125.00
Engineer IV	152.00	Survey II	115.00	Landscape/Planning V	140.00
Engineer V	163.00	Survey III	120.00	Landscape/Planning VI	160.00
Engineer VI	175.00	Survey IV	130.00	Construction Inspector I	100.00
Engineer VII	190.00	Survey V	145.00	Construction Inspector II	110.00
Engineer VIII	205.00	Survey VI	160.00	Construction Inspector III	125.00
Principal Engineer	240.00	Survey VII	180.00	Construction Inspector IV	135.00
Design Technician I	110.00	Survey 1-Person Crew	150.00	Construction Inspector V	145.00
Design Technician II	120.00	Survey 2-Person Crew	205.00	Construction Inspector VI	160.00
Design Technician III	125.00	Unmanned Aerial Sys Operator	150.00		

ENVIRONMENTAL

Field Technician I	80.00	Principal Scientist/Planner	210.00	Sr. Geologist/Hydrogeologist I	140.00
Field Technician II	95.00	Staff Env./Regulatory Specialist	100.00	Sr. Geologist/Hydrogeologist II	160.00
Field Scientist/Planner	85.00	Project Env./Regulatory Specialist	125.00	Sr. Geologist/Hydrogeologist III	180.00
Staff Scientist/Planner I	90.00	Sr. Env./Regulatory Specialist	150.00	Prin. Geologist/Hydrogeologist	210.00
Staff Scientist/Planner II	100.00	Project Env. Compliance Monitor	125.00	Project Manager (Env)	125.00
Project Scientist/Planner I	115.00	Sr. Env. Compliance Monitor	130.00	Sr. Project Manager I	135.00
Project Scientist/Planner II	120.00	Staff Geologist I	90.00	Sr. Project Manager II	145.00
Project Scientist/Planner III	130.00	Staff Geologist II	100.00	Sr. Project Manager III	160.00
Sr. Scientist/Planner I	155.00	Project Geologist/Hydrogeologist I	110.00	Sr. Project Manager IV	170.00
Sr. Scientist/Planner II	165.00	Project Geologist/Hydrogeologist II	125.00	Sr. Project Manager V	180.00

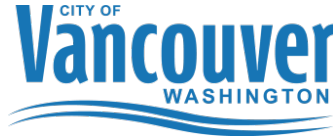
INDUSTRIAL HYGIENE

Industrial Hygienist/Monitor	85.00	Sr. Industrial Hygienist II	155.00
Industrial Hygienist/AHERA Inspector I	95.00	Trainer/Safety Specialist	125.00
Industrial Hygienist/AHERA Inspector II	110.00	Project Designer/Planner	115.00
Certified Industrial Hygienist I	135.00	Project Manager (IH)	125.00
Certified Industrial Hygienist II	170.00	Sr. Project Manager (IH)	145.00
Sr. Industrial Hygienist I	145.00	Principal – Industrial Hygiene	205.00

TECHNICAL SUPPORT STAFF

Administration I	85.00	CAD/MicroStation Tech II	110.00	Public Involvement I	90.00
Administration II	95.00	CAD Manager	135.00	Public Involvement II	105.00
Administration III	105.00	Writer/Editor I	105.00	Public Involvement III	120.00
Project Administrator I	90.00	Writer/Editor II	120.00	Public Involvement IV	140.00
Project Administrator II	100.00	Graphic Artist	110.00	Public Involvement Manager	160.00
Project Administrator III	110.00	IT/Database Management	120.00		
Project Administrator IV	120.00	GIS Analyst	130.00		
CAD/MicroStation Tech I	100.00	Grant Writer	140.00		

Personnel may charge time exceeding eight hours per day and weekends at 125% of the regular hourly rate.
Court and arbitration time may be charged at two times the above rate.



CITY OF VANCOUVER
SERVICES AGREEMENT No. C-100838
ON-CALL LANDSCAPE ARCHITECTURE AND ENGINEERING SERVICES FOR
PARKS & REC AND CULTURAL SERVICES

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

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

WHEREAS, the City advertised and issued a Request for Qualifications, numbered 45-21 (hereinafter referred to as the “solicitation”) and after evaluation of the Contractor’s responsive proposal, found the Contractor be capable of performing the required services; and

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

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

- 1. SCOPE OF WORK:** The Contractor agrees to provide on-call landscape architecture, engineering, planning, public outreach and other parks related professional services per RFQ No 45-21 and the Contractor’s response to the City’s solicitation, (collectively referred to herein as the “work”) which are each incorporated herein by this reference and made a part of this Agreement as if fully set forth herein.

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

2. **COMPENSATION:** Payment to the Contractor for the work described in this Agreement shall not exceed \$300,000.00 USD.

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

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

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

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

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6. **RELATION OF PARTIES:** The Contractor, and its subcontractors, agents, employees, or other vendors contracted by the Contractor to provide services or other work for the purpose of meeting the Contractor's obligations under this agreement (collectively referred to as "subcontractors"), are independent contractors performing professional services for the City and are not employees of the City. The Contractor and its subcontractors shall not, as a result of this Agreement, accrue leave, retirement, insurance, bonding or any other rights, privileges, or benefits afforded to City employees. The Contractor and its subcontractors shall not have the authority to bind City in any way except as may be specifically provided herein.
7. **E-VERIFY:** The Contractor shall enter into and register a Memorandum of Understanding with the Department of Homeland Security E-Verify program within sixty (60) days after execution of this Agreement. The Contractor shall ensure all Contractor employees and any subcontractors assigned to perform work under this Agreement are eligible to work in the United States. The Contractor shall provide verification of compliance upon the request of the City. Failure by the Contractor to comply with this subsection shall be considered a material breach.
8. **DELAYS AND EXTENSIONS OF TIME:** If the Contractor is delayed at any time in the progress of the work covered by this Agreement, by any causes beyond Contractor's control, the time for performance may be extended by such time as shall be mutually agreed upon by the Contractor and the City and shall be incorporated in a written amendment to this Agreement. Any request for an extension of time shall be made in writing to the City.
9. **OWNERSHIP OF RECORDS AND DOCUMENTS:** Any and all work product prepared by the Contractor in the course of performing this Contract shall immediately become the property of the City. In consideration of the compensation provided for by this Agreement, the Contractor hereby further assigns all copyright interests in such work product to the City. A copy may be retained by the Contractor. Previously owned intellectual property of Contractor, and any know-how, methodologies or processes used by the Contractor to provide the services or project deliverables under this Agreement shall remain property of the Contractor.
10. **TERMINATION FOR PUBLIC CONVENIENCE:** The City, at its sole discretion, may terminate this contract for convenience at any time for any reason deemed appropriate. Termination is effective immediately upon notice of termination given by the City.

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

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

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

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

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

13. COMPLIANCE WITH THE LAW: The Contractor agrees to comply with all relevant, Federal, State, and Municipal laws, rules, policies, regulations or ordinances in the performance of work under this Agreement.

14. CITY BUSINESS AND OCCUPATION LICENSE: The Contractor will be required to obtain a business license when contracting with the City unless allowable exemptions apply. The Contractor shall contact the State of Washington Business License Service (BLS) at: <http://bls.dor.wa.gov/file.aspx>, or by phone at 800-451-7985, or go to www.bls.dor.wa.gov/cities/vancouver.aspx or www.cityofvancouver.us/businesslicense, to

determine whether a business license is required pursuant to the Vancouver Municipal Code (VMC) Chapter 5.04.

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

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

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

COVERAGE	LIMITS OF LIABILITY
I. Commercial General Liability:	
Policy shall include Bodily Injury, Property Damage, Personal Injury and Broad Form Contractual Liability	
Each Occurrence	\$1,000,000
General Aggregate Per Occurrence	\$2,000,000
Products & Completed Operations Aggregate	\$2,000,000
Personal and Advertising Injury	\$1,000,000
Blanket Contractual Liability	\$1,000,000
II. Commercial Automobile Liability	

Policy shall include Bodily Injury and Property Damage, for any owned, Hired, and/or Non-owned vehicles used in the operation, installation and maintenance of facilities under this agreement. Combined Single Limit	\$1,000,000
III. Workers' Compensation (applicable to the State of Washington)	
Per Occurrence	
Employer's Liability	\$1,000,000
Disease Each Employee	\$1,000,000
Disease Policy Limit	\$1,000,000
Each Claim	\$1,000,000
Annual Aggregate	\$1,000,000

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

- a. City Listed as an Additional Insured. The City of Vancouver, its Agents, Representatives, Officers, Directors, Elected and Appointed Officials, and Employees must be named as an additional insured. The required Additional Insured endorsements shall be at least as broad as ISO CG 20 10 11 85, or its equivalent CG 20 10 07 04 and CG 20 37 07 04 must be included with the Certificate of Insurance.
- b. Either the Commercial General Liability or the Workers' Compensation policy must be endorsed to include "Washington Stop Gap" insurance. The limits and aggregates referenced must apply to the Stop Gap coverage as well and must be indicated on the certificate.
- c. Employment Security. The Contractor shall comply with all employment security laws of the State in which services are provided and shall timely make all required payments in connection therewith.
- d. The City of Vancouver shall be listed on the Certificate as the Certificate Holder.
- e. Coverage Trigger: The insurance must be written on an "occurrence" basis. This must be indicated on the Certificate.

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

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

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

For the City:

Anna Vogel

City of Vancouver

415 W 6th Street

P O Box 1995

Vancouver WA 98668-1995

Email: anna.vogel@cityofvancouver.us

For the Contractor:

David Haynes

Otak, Inc

700 Washington St, #300

Vancouver, WA 98660

Email: david.haynes@otak.com

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

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

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

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

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

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

purchasing under such solicitation or contract file a copy of this invitation and such contract in accordance with RCW 39.34.040.

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

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

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

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

CITY OF VANCOUVER
A municipal corporation

DocuSigned by:


7C05B7FF075849B...

Anna L. Vogel, Procurement Manager

4/11/2022

Date

Attest:

DocuSigned by:


B6F6734E40E94AE...

Natasha Ramras, City Clerk

Approved as to form:

DocuSigned by:


261B190A339904B...

Taylor Hallvik, Assistant City Attorney
For: Jonathan Young, City Attorney

CONTRACTOR:
Otak, Inc

DocuSigned by:


4891E19C85974E0...

Signature

Millicent Williams, SWWA Regional Director

Printed Name /Title

3/28/2022

Date

Attachment "A"
Payment Rates



Otak, Inc.
2022 Billing Rates

Labor Category	Billing Rate
Sr. PIC/ Sr. PM Architecture	296.00
PIC/Sr. PM Architecture	257.00
Sr. PM - Architecture	230.00
Studio Leader	211.00
Architect VI	194.00
Architect V	169.00
Architect IV	158.00
Architect III	138.00
Architect II	131.00
Architect I	110.00
Architectural Tech VI	164.00
Architectural Tech V	132.00
Architectural Tech IV	107.00
Architectural Tech III	94.00
Architectural Tech II	80.00
Architectural Tech I	76.00
Project Manager/Design	138.00
 Sr. PIC/Sr. PM Civil	 296.00
PIC/Sr. PM Civil	260.00
Civil Engineer X	217.00
Civil Engineer IX	201.00
Civil Engineer VIII	180.00
Civil Engineer VII	163.00
Civil Engineer VI	155.00
Civil Engineer V	145.00
Civil Engineer IV	133.00
Civil Engineer III	118.00
Civil Engineer II	108.00
Civil Engineer I	99.00
Engineering Designer V	129.00
Engineering Designer IV	118.00
Engineering Designer III	102.00
Engineering Designer II	96.00
Engineering Designer I	85.00
Engineering Tech VII	157.00
Engineering Tech VI	131.00
Engineering Tech V	120.00



Otak, Inc.
2022 Billing Rates

Labor Category	Billing Rate
Engineering Tech IV	108.00
Engineering Tech III	89.00
Engineering Tech II	78.00
Engineering Tech I	68.00
PIC/Sr. CM	225.00
Construction Manager VI	210.00
Construction Manager V	187.00
Construction Manager IV	173.00
Construction Manager III	157.00
Construction Manager II	145.00
Construction Manager I	128.00
Field Representative VII	173.00
Field Representative VI	151.00
Field Representative V	138.00
Field Representative IV	113.00
Field Representative III	105.00
Field Representative II	93.00
Field Representative I	86.00
CM Documentation Specialist III	134.00
CM Documentation Specialist II	114.00
CM Documentation Specialist I	98.00
Sr. PIC/Sr. PM LA/Mst Pln	256.00
PIC/Sr. PM LA/Master Plan	225.00
Landscape Architect VII	184.00
Landscape Architect VI	165.00
Landscape Architect V	147.00
Landscape Architect IV	133.00
Landscape Architect III	125.00
Landscape Architect II	113.00
Landscape Architect I	99.00
Landscape Technician III	103.00
Landscape Technician II	90.00
Landscape Technician I	76.00
PIC/Sr. PM Planner	260.00
Sr. PM - Planner II	190.00



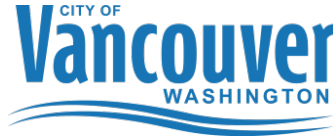
Otak, Inc. 2022 Billing Rates

Labor Category	Billing Rate
Sr. PM - Planner I	175.00
Planner IV	157.00
Planner III	148.00
Planner II	133.00
Planner I	105.00
Planner Associate IV	137.00
Planner Associate III	106.00
Planner Associate II	93.00
Planner Associate I	76.00
Sr. GIS Specialist - Planner	124.00
GIS Specialist - Planner	110.00
GIS Intern / Planner	86.00
PIC/Sr. PM Urban Design	208.00
Urban Designer V	192.00
Urban Designer IV	173.00
Urban Designer III	147.00
Urban Designer II	128.00
Urban Designer I	112.00
Sr. Project Director	265.00
Analyst IV	151.00
Analyst III	127.00
Analyst II	108.00
Analyst I	97.00
PIC/Scientist	231.00
Scientist VI	208.00
Scientist V	167.00
Scientist IV	151.00
Scientist III	131.00
Scientist II	107.00
Scientist I	92.00
Environmental Specialist	141.00
PIC/PLS Sr. Manager	252.00
Professional Land Surveyor V	203.00
Professional Land Surveyor IV	171.00



Otak, Inc.
2022 Billing Rates

Labor Category	Billing Rate
Professional Land Surveyor III	156.00
Professional Land Surveyor II	139.00
Professional Land Surveyor I	131.00
Survey Crew Chief III	129.00
Survey Crew Chief II	107.00
Survey Crew Chief I	97.00
Survey Office Technician III	112.00
Survey Office Technician II	100.00
Survey Office Technician I	89.00
Survey Field Technician III	85.00
Survey Field Technician II	81.00
Survey Field Technician I	72.00
Special Services Consultant	261.00
Contract Administrator	121.00
Graphics Specialist	121.00
Project Coordinator II	139.00
Project Coordinator I	110.00
Project Admin. Asst	89.00



CITY OF VANCOUVER
SERVICES AGREEMENT No. C-100840
ON-CALL LANDSCAPE ARCHITECTURE AND ENGINEERING SERVICES FOR
PARKS & REC AND CULTURAL SERVICES

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

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

WHEREAS, the City advertised and issued a Request for Qualifications, numbered 45-21 (hereinafter referred to as the “solicitation”) and after evaluation of the Contractor’s responsive proposal, found the Contractor be capable of performing the required services; and

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

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

- 1. SCOPE OF WORK:** The Contractor agrees to provide on-call landscape architecture, engineering, planning, public outreach and other parks related professional services per RFQ No 45-21 and the Contractor’s response to the City’s solicitation, (collectively referred to herein as the “work”) which are each incorporated herein by this reference and made a part of this Agreement as if fully set forth herein.

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

2. **COMPENSATION:** Payment to the Contractor for the work described in this Agreement shall not exceed \$300,000.00 USD.

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

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

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

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

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

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

4. **TERM OF AGREEMENT:** The term of this Agreement shall commence on March 1, 2022 and continue until February 28, 2027. Unless directed otherwise by the City, Contractor shall perform the work in accordance with any schedules made a part of this Agreement.

5. **ORDER OF PRECEDENCE:** Where there is a conflict among or between any of these documents, the controlling documents shall be the first listed in the following sequence: Amendments to this Agreement; this Agreement; Contract Purchase Orders; the Contractor's responsive proposal to the City's solicitation, and the City's solicitation.
6. **RELATION OF PARTIES:** The Contractor, and its subcontractors, agents, employees, or other vendors contracted by the Contractor to provide services or other work for the purpose of meeting the Contractor's obligations under this agreement (collectively referred to as "subcontractors"), are independent contractors performing professional services for the City and are not employees of the City. The Contractor and its subcontractors shall not, as a result of this Agreement, accrue leave, retirement, insurance, bonding or any other rights, privileges, or benefits afforded to City employees. The Contractor and its subcontractors shall not have the authority to bind City in any way except as may be specifically provided herein.
7. **E-VERIFY:** The Contractor shall enter into and register a Memorandum of Understanding with the Department of Homeland Security E-Verify program within sixty (60) days after execution of this Agreement. The Contractor shall ensure all Contractor employees and any subcontractors assigned to perform work under this Agreement are eligible to work in the United States. The Contractor shall provide verification of compliance upon the request of the City. Failure by the Contractor to comply with this subsection shall be considered a material breach.
8. **DELAYS AND EXTENSIONS OF TIME:** If the Contractor is delayed at any time in the progress of the work covered by this Agreement, by any causes beyond Contractor's control, the time for performance may be extended by such time as shall be mutually agreed upon by the Contractor and the City and shall be incorporated in a written amendment to this Agreement. Any request for an extension of time shall be made in writing to the City.
9. **OWNERSHIP OF RECORDS AND DOCUMENTS:** Any and all work product prepared by the Contractor in the course of performing this Contract shall immediately become the property of the City. In consideration of the compensation provided for by this Agreement, the Contractor hereby further assigns all copyright interests in such work product to the City. A copy may be retained by the Contractor. Previously owned intellectual property of Contractor, and any know-how, methodologies or processes used by the Contractor to provide the services or project deliverables under this Agreement shall remain property of the Contractor.
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In the event this Agreement is terminated prior to the completion of work, the Contractor will only be paid for the portion of the work completed at the time of termination of the Agreement.

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

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

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

- 13. COMPLIANCE WITH THE LAW:** The Contractor agrees to comply with all relevant, Federal, State, and Municipal laws, rules, policies, regulations or ordinances in the performance of work under this Agreement.

- 14. CITY BUSINESS AND OCCUPATION LICENSE:** The Contractor will be required to obtain a business license when contracting with the City unless allowable exemptions apply. The Contractor shall contact the State of Washington Business License Service (BLS) at: <http://bls.dor.wa.gov/file.aspx>, or by phone at 800-451-7985, or go to www.bls.dor.wa.gov/cities/vancouver.aspx or www.cityofvancouver.us/businesslicense, to

determine whether a business license is required pursuant to the Vancouver Municipal Code (VMC) Chapter 5.04.

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

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

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

COVERAGE	LIMITS OF LIABILITY
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Policy shall include Bodily Injury, Property Damage, Personal Injury and Broad Form Contractual Liability	
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General Aggregate Per Occurrence	\$2,000,000
Products & Completed Operations Aggregate	\$2,000,000
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Blanket Contractual Liability	\$1,000,000
II. Commercial Automobile Liability	

Policy shall include Bodily Injury and Property Damage, for any owned, Hired, and/or Non-owned vehicles used in the operation, installation and maintenance of facilities under this agreement. Combined Single Limit	\$1,000,000
III. Workers' Compensation (applicable to the State of Washington)	
Per Occurrence	
Employer's Liability	\$1,000,000
Disease Each Employee	\$1,000,000
Disease Policy Limit	\$1,000,000
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- a. City Listed as an Additional Insured. The City of Vancouver, its Agents, Representatives, Officers, Directors, Elected and Appointed Officials, and Employees must be named as an additional insured. The required Additional Insured endorsements shall be at least as broad as ISO CG 20 10 11 85, or its equivalent CG 20 10 07 04 and CG 20 37 07 04 must be included with the Certificate of Insurance.
- b. Either the Commercial General Liability or the Workers' Compensation policy must be endorsed to include "Washington Stop Gap" insurance. The limits and aggregates referenced must apply to the Stop Gap coverage as well and must be indicated on the certificate.
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- d. The City of Vancouver shall be listed on the Certificate as the Certificate Holder.
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17. NOTICES: All notices which are given or required to be given pursuant to this Agreement shall be hand delivered, mailed postage paid, or sent by electronic mail as follows:

For the City:

Anna Vogel

City of Vancouver

415 W 6th Street

P O Box 1995

Vancouver WA 98668-1995

Email: anna.vogel@cityofvancouver.us

For the Contractor:

Gill Williams

GreenWorks, P.C.

110 SE Main Street, Suite 100

Portland, OR 97214

Email: gillw@greenworkspc.com

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

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

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

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

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

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

purchasing under such solicitation or contract file a copy of this invitation and such contract in accordance with RCW 39.34.040.

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

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

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

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

CITY OF VANCOUVER

A municipal corporation

DocuSigned by:

Anna Vogel

7C05B7FF675949B...

Anna L. Vogel, Procurement Manager

3/1/2022

Date

Attest:

DocuSigned by:

Natasha Ramras

BCF6734E20E94AE...

Natasha Ramras, City Clerk

Approved as to form:

DocuSigned by:

Taylor Hallvik

261B190A339644B...

Taylor Hallvik, Assistant City Attorney

For: Jonathan Young, City Attorney

CONTRACTOR:

GreenWorks, P.C.

DocuSigned by:

Gill Williams

89CE106AB91F415...

Signature

Gill Williams principal

Printed Name /Title

2/23/2022

Date

Attachment "A"
Payment Rates

2022 GreenWorks Billing Rates

GreenWorks	Hourly
Classifications	Billing Rate
PRINCIPAL	\$184.69
ASSOCIATE PRINCIPAL	\$176.45
LANDSCAPE ARCHITECT IV	\$158.25
LANDSCAPE ARCHITECT III	\$144.21
SENIOR PROJECT MANAGER	\$154.00
LANDSCAPE ARCHITECT II	\$121.63
LANDSCAPE DESIGNER III	\$119.33
LANDSCAPE DESIGNER II	\$96.03
PROJECT ASSISTANT I	\$76.82
PROJECT ASSISTANT I	\$78.42
PROJECT ASSISTANT II	\$100.83
PROJECT ASSISTANT III	\$116.83

GreenWorks Reimbursable Expenses



Reimbursable Expenses

Project expenses such as mileage, delivery services, printing and reproductions, supplies, and communication will be billed at cost added to monthly invoices

Mileage

Mileage cost is based on the IRS rate, which for 2022 is \$0.585 per mile.

Printing Costs

Plotting		
		\$/sf
20 lb. Paper	Black and White	\$0.30
	Color	\$0.30
36 lb. Paper	Black and White	\$6.50
	Color	\$6.50

Scanning	
	\$/sf
Black and White	\$0.35
Color	\$1.00

Foam Core Mounting
\$/sf
\$3.75

Subconsultant Mark-Ups

Subconsultant fees will have a 5% markup. Markups may be negotiated with the client based on the value of the contract.

JLA Classifications and Rates

Classification	Personnel	Title	2022 Max. Billing Rate
Senior Associate 2			\$ 231.60
	Jeanne Lawson	Founding Principal	
Senior Associate 1			\$ 207.42
	Kristen Kibler Jessica Pickul Adrienne DeDona	Chief of Client Relations Chief Operating Officer Sr. Program Mgr./SW Washington Office Mgr.	
Public Involvement Specialist 6			\$ 175.18
	Brandy Steffen Kalin Schmoldt	Chief Talent Officer Chief Creative Officer	
Public Involvement Specialist 5			\$ 158.72
	Sam Beresky Allison Brown	Digital Story Teller/Program Manager Program Manager / Facilitator	
Public Involvement Specialist 4			\$ 140.15
	Jessica Bull April Hasson Darren Cools	Program Manager Program Manager Sr. Graphic Designer / Program Manager	
Public Involvement Specialist 3			\$ 120.22
	Tracie Heidt Bill Walters	Program Manager Communications Specialist/ Copywriter	
Public Involvement Specialist 2			\$ 105.57
	Alice Hodge Ariella Frishburg Nicole Metildi Travis Rumohr Andrea Maldonado	Senior Program Coordinator Senior Program Coordinator Senior Program Coordinator Senior Program Coordinator Graphic Designer / Program Coordinator	
Public Involvement Specialist 1			\$ 88.00
	Camille Pearce Jen Winslow	Outreach Coordinator Outreach Coordinator	
Administration 5			\$ 141.00
	Jamie Harvie Nelly Haddad	Marketing and Communications Specialist Senior Accountant	
Administration 4			\$ 113.70
	Miriam Hanes Lesley Yan	Office Administrator Staff Accountant	
Administration 3			\$ 94.16
Administration 2			\$ 71.88
Administration 1			\$ 56.87



2022 HOURLY RATE SCHEDULE

Our compensation will be determined on the basis of time and expenses in accordance with the following schedule unless a lump sum amount is so indicated in the proposal or services agreement.

PROFESSIONAL TECHNICAL STAFF

ENGINEERING/SURVEYING

Engineering Technician	100.00	Design Technician IV	135.00	Landscape/Planning I	90.00
Engineering Staff I	120.00	Engineering Geologist I	135.00	Landscape/Planning II	100.00
Engineering Staff II	130.00	Engineering Geologist II	155.00	Landscape/Planning III	110.00
Engineering Staff III	142.00	Survey I	95.00	Landscape/Planning IV	125.00
Engineer IV	152.00	Survey II	115.00	Landscape/Planning V	140.00
Engineer V	163.00	Survey III	120.00	Landscape/Planning VI	160.00
Engineer VI	175.00	Survey IV	130.00	Construction Inspector I	100.00
Engineer VII	190.00	Survey V	145.00	Construction Inspector II	110.00
Engineer VIII	205.00	Survey VI	160.00	Construction Inspector III	125.00
Principal Engineer	240.00	Survey VII	180.00	Construction Inspector IV	135.00
Design Technician I	110.00	Survey 1-Person Crew	150.00	Construction Inspector V	145.00
Design Technician II	120.00	Survey 2-Person Crew	205.00	Construction Inspector VI	160.00
Design Technician III	125.00	Unmanned Aerial Sys Operator	150.00		

ENVIRONMENTAL

Field Technician I	80.00	Principal Scientist/Planner	210.00	Sr. Geologist/Hydrogeologist I	140.00
Field Technician II	95.00	Staff Env./Regulatory Specialist	100.00	Sr. Geologist/Hydrogeologist II	160.00
Field Scientist/Planner	85.00	Project Env./Regulatory Specialist	125.00	Sr. Geologist/Hydrogeologist III	180.00
Staff Scientist/Planner I	90.00	Sr. Env./Regulatory Specialist	150.00	Prin. Geologist/Hydrogeologist	210.00
Staff Scientist/Planner II	100.00	Project Env. Compliance Monitor	125.00	Project Manager (Env)	125.00
Project Scientist/Planner I	115.00	Sr. Env. Compliance Monitor	130.00	Sr. Project Manager I	135.00
Project Scientist/Planner II	120.00	Staff Geologist I	90.00	Sr. Project Manager II	145.00
Project Scientist/Planner III	130.00	Staff Geologist II	100.00	Sr. Project Manager III	160.00
Sr. Scientist/Planner I	155.00	Project Geologist/Hydrogeologist I	110.00	Sr. Project Manager IV	170.00
Sr. Scientist/Planner II	165.00	Project Geologist/Hydrogeologist II	125.00	Sr. Project Manager V	180.00

INDUSTRIAL HYGIENE

Industrial Hygienist/Monitor	85.00	Sr. Industrial Hygienist II	155.00
Industrial Hygienist/AHERA Inspector I	95.00	Trainer/Safety Specialist	125.00
Industrial Hygienist/AHERA Inspector II	110.00	Project Designer/Planner	115.00
Certified Industrial Hygienist I	135.00	Project Manager (IH)	125.00
Certified Industrial Hygienist II	170.00	Sr. Project Manager (IH)	145.00
Sr. Industrial Hygienist I	145.00	Principal – Industrial Hygiene	205.00

TECHNICAL SUPPORT STAFF

Administration I	85.00	CAD/MicroStation Tech II	110.00	Public Involvement I	90.00
Administration II	95.00	CAD Manager	135.00	Public Involvement II	105.00
Administration III	105.00	Writer/Editor I	105.00	Public Involvement III	120.00
Project Administrator I	90.00	Writer/Editor II	120.00	Public Involvement IV	140.00
Project Administrator II	100.00	Graphic Artist	110.00	Public Involvement Manager	160.00
Project Administrator III	110.00	IT/Database Management	120.00		
Project Administrator IV	120.00	GIS Analyst	130.00		
CAD/MicroStation Tech I	100.00	Grant Writer	140.00		

Personnel may charge time exceeding eight hours per day and weekends at 125% of the regular hourly rate.
Court and arbitration time may be charged at two times the above rate.

SERVICE AGREEMENT #C-100829

AMENDMENT No. 1

**ON-CALL LANDSCAPE ARCHITECTURE AND ENGINEERING SERVICES FOR PARKS
& REC AND CURTURAL SERVICES**

This Agreement amends the Professional Services Agreement number C-100829 by and between the City of Vancouver, hereinafter referred to as "City", and AKS Engineering & Forestry, LLC, hereinafter referred to as "Contractor", for services offered.

This amendment amends the original agreement as follows:

1. Increase the authorized amount of the Agreement by \$700,000 to a revised authorized amount of \$1,000,000.
2. Ratification: Acts taken pursuant to this Amendment but prior to its effective date are hereby ratified and confirmed.

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

CITY OF VANCOUVER
A municipal corporation

CONTRACTOR:
AKS Engineering & Forestry, LLC

Eric Holmes, City Manager

Signature

Date

Printed Name /Title

Attest:

Date

Natasha Ramras, City Clerk

Approved as to form:

Jonathan Young, City Attorney

SERVICE AGREEMENT #C-100833

AMENDMENT No. 1

**ON-CALL LANDSCAPE ARCHITECTURE AND ENGINEERING SERVICES FOR PARKS
& REC AND CURTURAL SERVICES**

This Agreement amends the Professional Services Agreement number C-100833 by and between the City of Vancouver, hereinafter referred to as "City", and Environmental Science Associates (ESA), hereinafter referred to as "Contractor", for services offered.

This amendment amends the original agreement as follows:

1. Increase the authorized amount of the Agreement by \$700,000 to a revised authorized amount of \$1,000,000.
2. Ratification: Acts taken pursuant to this Amendment but prior to its effective date are hereby ratified and confirmed.

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

CITY OF VANCOUVER
A municipal corporation

CONTRACTOR:
Environmental Science Associates (ESA)

Eric Holmes, City Manager

Signature

Date

Printed Name /Title

Attest:

Date

Natasha Ramras, City Clerk

Approved as to form:

Jonathan Young, City Attorney

SERVICE AGREEMENT C-100840

AMENDMENT No. #1

**ON-CALL LANDSCAPE ARCHITECTURE AND ENGINEERING SERVICES FOR PARKS,
RECREATION AND CULTURAL SERVICES**

This Agreement amends the Professional Services Agreement number C-100840 by and between the City of Vancouver, hereinafter referred to as "City", and Greenworks P.C., hereinafter referred to as "Contractor", whose address is 110 SE Main St, Ste 100, Portland, OR 97214, for services offered.

This amendment amends the original agreement as follows:

1. **Amend** the language contained in Section 3, Payment for Contractor Services, with language in herein attached and by reference made part of the Contract, Attachment A.
 - Updating hourly rates effective March 1, 2023.
2. Ratification: Acts taken pursuant to this Amendment but prior to its effective date are hereby ratified and confirmed.

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

CITY OF VANCOUVER

A municipal corporation

DocuSigned by:

Anna Vogel

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Anna L. Vogel, Procurement Manager

3/29/2023

Date

Attest:

DocuSigned by:

Natasha Ramras

BCF6734E40E94AE...

Natasha Ramras, City Clerk

Approved as to form:

DocuSigned by:

Jonathan Young

9A7DC2E31F694A2...

Jonathan Young, City Attorney

CONTRACTOR:

Greenworks, P.C.

DocuSigned by:

Gill Williams

89CE106AB91F415...

Signature

Gill Williams Principal

Printed Name /Title

3/14/2023

Date

GreenWorks 2023 Billing Rates	
PRINCIPAL	\$198.00
ASSOCIATE PRINCIPAL	\$180.00
LANDSCAPE ARCHITECT IV	\$165.00
LANDSCAPE ARCHITECT III	\$154.00
SENIOR PROJECT MANAGER	\$154.00
LANDSCAPE ARCHITECT II	\$132.00
LANDSCAPE DESIGNER III	\$128.00
LANDSCAPE DESIGNER II	\$105.00
PROJECT ASSISTANT I	\$90.00
PROJECT ASSISTANT II	\$105.00
PROJECT ASSISTANT III	\$150.00



2023 HOURLY RATE SCHEDULE

Our compensation will be determined on the basis of time and expenses in accordance with the following schedule unless a lump sum amount is so indicated in the proposal or services agreement.

PROFESSIONAL TECHNICAL STAFF

ENGINEERING

Engineering Technician	110.00	Design Technician IV	145.00
Engineering Staff I	130.00	Engineering Geologist I	150.00
Engineering Staff II	145.00	Engineering Geologist II	170.00
Engineering Staff III	160.00	Landscape/Planning I	100.00
Engineer IV	170.00	Landscape/Planning II	110.00
Engineer V	180.00	Landscape/Planning III	120.00
Engineer VI	195.00	Landscape/Planning IV	135.00
Engineer VII	210.00	Landscape/Planning V	155.00
Engineer VIII	225.00	Landscape/Planning VI	175.00
Structural Project Engineer V	190.00	Landscape/Planning VII	200.00
Sr. Structural Project Engineer VI	215.00	Construction Inspector I	112.00
Structural Project Manager VII	230.00	Construction Inspector II	125.00
Sr. Structural Project Manager VIII	245.00	Construction Inspector III	140.00
Principal Engineer	260.00	Construction Inspector IV	152.00
Design Technician I	120.00	Construction Inspector V	165.00
Design Technician II	130.00	Construction Inspector VI	180.00
Design Technician III	135.00		

ENVIRONMENTAL

Field Technician I	85.00	Sr. Geologist I	150.00
Field Technician II	95.00	Sr. Geologist II	170.00
Field Scientist/Planner	90.00	Sr. Geologist III	190.00
Staff Scientist/Planner I	100.00	Sr. Geologist IV	220.00
Staff Scientist/Planner II	115.00	Principal Geologist	240.00
Project Scientist/Planner I	125.00	Project Hydrogeologist I	125.00
Project Scientist/Planner II	130.00	Project Hydrogeologist II	135.00
Project Scientist/Planner III	140.00	Sr. Hydrogeologist I	150.00
Sr. Scientist/Planner I	165.00	Sr. Hydrogeologist II	170.00
Sr. Scientist/Planner II	175.00	Sr. Hydrogeologist III	190.00
Principal Scientist/Planner	240.00	Sr. Hydrogeologist IV	220.00
Staff Environmental Regulatory Specialist	110.00	Principal Hydrogeologist	240.00
Environmental Regulatory Specialist	130.00	Project Manager (Env)	135.00
Sr. Environmental Regulatory Specialist	160.00	Sr. Project Manager I	145.00
Project Environmental Compliance Monitor	130.00	Sr. Project Manager II	160.00
Sr. Environmental Compliance Monitor	140.00	Sr. Project Manager III	175.00
Staff Geologist I	105.00	Sr. Project Manager IV	185.00
Staff Geologist II	115.00	Sr. Project Manager V	200.00
Project Geologist I	125.00	Sr. Project Manager VI	220.00
Project Geologist II	135.00		

Personnel may charge time exceeding eight hours per day and weekends at 125% of the regular hourly rate.

Court and arbitration time may be charged at two times the above rate.



2023 HOURLY RATE SCHEDULE

Our compensation will be determined on the basis of time and expenses in accordance with the following schedule unless a lump sum amount is so indicated in the proposal or services agreement.

PROFESSIONAL TECHNICAL STAFF

INDUSTRIAL HYGIENE

Industrial Hygienist/Monitor	85.00	Sr. Industrial Hygienist II	160.00
Ind. Hygienist/AHERA Inspector I	95.00	Trainer/Safety Specialist	130.00
Ind. Hygienist/AHERA Inspector II	110.00	Project Designer/Planner	120.00
Certified Industrial Hygienist I	140.00	Project Manager (IH)	130.00
Certified Industrial Hygienist II	175.00	Sr. Project Manager (IH)	150.00
Sr. Industrial Hygienist I	150.00	Principal – Industrial Hygiene	210.00

SURVEY

Survey I	101.00	Survey 1-Person Crew	157.00
Survey II	122.00	Survey 2-Person Crew	213.00
Survey III	126.00	Survey 3-Person Crew	263.00
Survey IV	136.00	Unmanned Aerial Sys Operator I	142.00
Survey V	152.00	Unmanned Aerial Sys Operator II	153.00
Survey VI	168.00	Unmanned Aerial Sys Operator III	180.00
Survey VII	188.00		

TECHNICAL SUPPORT STAFF

Administration I	95.00	Graphic Artist	115.00
Administration II	105.00	IT/Database Management	125.00
Administration III	115.00	GIS Analyst I	110.00
Project Administrator I	100.00	GIS Analyst II	130.00
Project Administrator II	110.00	GIS Analyst Manager	150.00
Project Administrator III	120.00	Grant Writer	145.00
Project Administrator IV	130.00	Public Involvement I	100.00
CAD/MicroStation Tech I	110.00	Public Involvement II	115.00
CAD/MicroStation Tech II	120.00	Public Involvement III	130.00
CAD Manager	140.00	Public Involvement IV	150.00
Writer/Editor I	110.00	Public Involvement Manager	170.00
Writer/Editor II	125.00		

Personnel may charge time exceeding eight hours per day and weekends at 125% of the regular hourly rate.

Court and arbitration time may be charged at two times the above rate.

SERVICE AGREEMENT #C-100832

AMENDMENT No. 1

**ON-CALL LANDSCAPE ARCHITECTURE AND ENGINEERING SERVICES FOR PARKS
& REC AND CURTURAL SERVICES**

This Agreement amends the Professional Services Agreement number C-100832 by and between the City of Vancouver, hereinafter referred to as "City", and Harper Houf Peterson Righellis Inc, hereinafter referred to as "Contractor", for services offered.

This amendment amends the original agreement as follows:

1. Increase the authorized amount of the Agreement by \$700,000 to a revised authorized amount of \$1,000,000.
2. Ratification: Acts taken pursuant to this Amendment but prior to its effective date are hereby ratified and confirmed.

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

CITY OF VANCOUVER
A municipal corporation

CONTRACTOR:
Harper Houf Peterson Righellis Inc

Eric Holmes, City Manager

Signature

Date

Printed Name /Title

Attest:

Date

Natasha Ramras, City Clerk

Approved as to form:

Jonathan Young, City Attorney

SERVICE AGREEMENT #C-100808

AMENDMENT No. 1

**ON-CALL LANDSCAPE ARCHITECTURE AND ENGINEERING SERVICES FOR PARKS
& REC AND CURTURAL SERVICES**

This Agreement amends the Professional Services Agreement number C-100808 by and between the City of Vancouver, hereinafter referred to as "City", and MacKay Sposito Inc, hereinafter referred to as "Contractor", for services offered.

This amendment amends the original agreement as follows:

1. Increase the authorized amount of the Agreement by \$700,000 to a revised authorized amount of \$1,000,000.
2. Ratification: Acts taken pursuant to this Amendment but prior to its effective date are hereby ratified and confirmed.

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

CITY OF VANCOUVER
A municipal corporation

CONTRACTOR:
MacKay Sposito Inc

Eric Holmes, City Manager

Signature

Date

Printed Name /Title

Attest:

Date

Natasha Ramras, City Clerk

Approved as to form:

Jonathan Young, City Attorney

SERVICE AGREEMENT #C-100835

AMENDMENT No. 1

**ON-CALL LANDSCAPE ARCHITECTURE AND ENGINEERING SERVICES FOR PARKS
& REC AND CURTURAL SERVICES**

This Agreement amends the Professional Services Agreement number C-100835 by and between the City of Vancouver, hereinafter referred to as "City", and Mayer/Reed Inc, hereinafter referred to as "Contractor", for services offered.

This amendment amends the original agreement as follows:

1. Increase the authorized amount of the Agreement by \$700,000 to a revised authorized amount of \$1,000,000.
2. Ratification: Acts taken pursuant to this Amendment but prior to its effective date are hereby ratified and confirmed.

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

CITY OF VANCOUVER
A municipal corporation

CONTRACTOR:
Mayer/Reed Inc

Eric Holmes, City Manager

Signature

Date

Printed Name /Title

Attest:

Date

Natasha Ramras, City Clerk

Approved as to form:

Jonathan Young, City Attorney

SERVICE AGREEMENT #C-100838

AMENDMENT No. 1

**ON-CALL LANDSCAPE ARCHITECTURE AND ENGINEERING SERVICES FOR PARKS
& REC AND CURTURAL SERVICES**

This Agreement amends the Professional Services Agreement number C-100838 by and between the City of Vancouver, hereinafter referred to as "City", and Otak Inc, hereinafter referred to as "Contractor", for services offered.

This amendment amends the original agreement as follows:

1. Increase the authorized amount of the Agreement by \$700,000 to a revised authorized amount of \$1,000,000.
2. Ratification: Acts taken pursuant to this Amendment but prior to its effective date are hereby ratified and confirmed.

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

CITY OF VANCOUVER
A municipal corporation

CONTRACTOR:
Otak Inc

Eric Holmes, City Manager

Signature

Date

Printed Name /Title

Attest:

Date

Natasha Ramras, City Clerk

Approved as to form:

Jonathan Young, City Attorney

SERVICE AGREEMENT #C-100836

AMENDMENT No. 1

**ON-CALL LANDSCAPE ARCHITECTURE AND ENGINEERING SERVICES FOR PARKS
& REC AND CURTURAL SERVICES**

This Agreement amends the Professional Services Agreement number C-100836 by and between the City of Vancouver, hereinafter referred to as "City", and Walker Macy, hereinafter referred to as "Contractor", for services offered.

This amendment amends the original agreement as follows:

1. Increase the authorized amount of the Agreement by \$700,000 to a revised authorized amount of \$1,000,000.
2. Ratification: Acts taken pursuant to this Amendment but prior to its effective date are hereby ratified and confirmed.

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

CITY OF VANCOUVER
A municipal corporation

CONTRACTOR:
Walker Macy

Eric Holmes, City Manager

Signature

Date

Printed Name /Title

Attest:

Date

Natasha Ramras, City Clerk

Approved as to form:

Jonathan Young, City Attorney

SERVICE AGREEMENT #C-100840

AMENDMENT No. 2

**ON-CALL LANDSCAPE ARCHITECTURE AND ENGINEERING SERVICES FOR PARKS
& REC AND CURTURAL SERVICES**

This Agreement amends the Professional Services Agreement number C-100840 by and between the City of Vancouver, hereinafter referred to as "City", and GreenWorks, P.C. hereinafter referred to as "Contractor", for services offered.

This amendment amends the original agreement as follows:

1. Increase the authorized amount of the Agreement by \$700,000 to a revised authorized amount of \$1,000,000.
2. Ratification: Acts taken pursuant to this Amendment but prior to its effective date are hereby ratified and confirmed.

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

CITY OF VANCOUVER
A municipal corporation

CONTRACTOR:
GreenWorks, P.C.

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: 066-23

TO: Mayor and City Council

FROM: Eric Holmes, City Manager

DATE: 4/24/2023

SUBJECT Amendment No. 3 for the C-90912 RFP 24-18 Vancouver Waterfront Park & Grant Street Pier Maintenance

Key Points

- The City's 7.3 acres Waterfront Park opened on September 2018.
- City Council awarded a service contract with Brightview Landscapes, LLC. (BrightView) in September 2018 for maintenance at the Waterfront Park and Pier.
- The City's new Waterfront Park is starting the 5th year of service using Brightview as a landscape contractor.
- The current Contract with BrightView is set to expire September 2023 and the contract amount currently set in the budget is about to be exceeded.
- Throughout the life of this contract, the private developer, Waterfront LLC, pays for 1/3 of the maintenance contract.
- Increase the Contract not to exceed amount from \$1,184,620.86 to \$1,364,620.86 to allow for services until September 2023.
- Currently, staff is reviewing potential changes and adjustments to the RFP and expects to have a new RFP out by the middle of May for firms to respond to by mid-June.

Strategic Plan Alignment

Goal 4, Objective 4.1: Increase maintenance levels and accessibility to parks

Present Situation

In September 2018, City Council awarded a Contract to BrightView for landscaping and maintenance services. The BrightView contract has been extended for a fifth and final year, extending until September 2023. As of April 2023, there has been \$1,164,668.60 utilized under this Contract and it is expected to spend an additional \$180,000 until the end of the Contract in September 2023. The annual costs are \$180,000 for the base work in the proposal. The current contract amount includes funding for special events support/preparation/clean-up, which will be paid by the special event organizers. The additional costs are due to yearly cost increase allowable in the Contract and needs to occur to maintain the park with regular mowing, trimming,

tree maintenance, weed removal, etc.

Advantage(s)

Will result in steady and complete maintenance of the Waterfront Park until September 2023.

Disadvantage(s)

None

Budget Impact

This contract is currently funded through the Public Works Grounds Operation Maintenance budget.

Prior Council Review

Council awarded a Contract with BrightView in September of 2018 (SR 138-18).

Action Requested

Increase the Contract not to exceed amount for the Waterfront Park maintenance for one year to BrightView Landscaping LLC, to the amount of \$1,364,620.86.

Julie Hannon, Park Development Services Manager, 360-487-8309

ATTACHMENTS:

- ▢ Amendment 3
- ▢ Amendment 2
- ▢ Amendment 1
- ▢ Contract

MAINTENANCE SERVICES AGREEMENT #C-90912

AMENDMENT No. 3

Vancouver Waterfront Park and Grant Street Pier Maintenance

This Agreement amends the Maintenance Services Agreement number C-90912 by and between the City of Vancouver, hereinafter referred to as "City", and BrightView Landscapes, LLC hereinafter referred to as "Contractor", whose address is 18480 SW Pacific Dr, Tualatin OR 97062.

This amendment amends the original agreement as follows:

1. Section 1 – Paragraph 5 – Statement of Work: Increase not to exceed amount to \$1,364,620.86.
2. Ratification: Acts taken pursuant to this Amendment but prior to its effective date are hereby ratified and confirmed.

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

CITY OF VANCOUVER

A municipal corporation

CONTRACTOR:

BrightView Landscapes LLC

Eric Holmes, City Manager

Signature

Date

Printed Name /Title

Attest:

Date

Natasha Ramras, City Clerk

Approved as to form:

Jonathan Young, City Attorney

MAINTENANCE SERVICES AGREEMENT #C-90912

AMENDMENT No. 2

Vancouver Waterfront Park and Grant Street Pier Maintenance

This Agreement amends the Maintenance Services Agreement number C-90912 by and between the City of Vancouver, hereinafter referred to as "City", and BrightView Landscapes, LLC hereinafter referred to as "Contractor", whose address is 18480 SW Pacific Dr, Tualatin OR 97062.

This amendment amends the original agreement as follows:

1. Section 1 – Paragraph 5 – Statement of Work: Increase not to exceed amount to \$1,184,620.86
2. Section 5 - Time of Performance: Extend the contract by one (1) additional year until September 25, 2023.
3. Section 7 - Compensation and Schedule of Payments: Increase the services costs per the Seattle-Tacoma-Bremerton CPI-U, as outlined in Attachment E.
4. Ratification: Acts taken pursuant to this Amendment but prior to its effective date are hereby ratified and confirmed.

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

CITY OF VANCOUVER

A municipal corporation

DocuSigned by:



75A9183485CA467...

Eric Holmes, City Manager

9/19/2022

Date

Attest:

DocuSigned by:



BCF0734E40E94AE...

Natasha Ramras, City Clerk

Approved as to form:

DocuSigned by:



9A7DC2E31F694A2...

Jonathan Young, City Attorney

CONTRACTOR:

BrightView Landscapes LLC

DocuSigned by:



441D6C371D0445C...

Signature

Karine Stuimer

VPGM

Printed Name /Title

9/9/2022

Date

ATTACHMENT E COST PROPOSAL

Scope of Work

Park grounds keeping, maintenance and cleaning services for the Vancouver Waterfront Park and Grant Street pier located at 695 Waterfront Way in Vancouver Washington.

Questions regarding this project may be addressed to Mike Wolfson, Procurement Specialist at:
Mike.Wolfson@cityofvancouver.us.

The City intends to award a Contract for these services for three (3) years, commencing on the date of award. Some items may be ordered on an “as needed” basis. The City of Vancouver reserves the right to offer contract extensions for up to an additional two (2) years.

The period of this Bid and its prices shall be for one (1) year, commencing on the effective date of the contract. The Contractor may request adjustments to the rates of compensation on an annual basis. If the extensions would be in the best interest of the city, in consideration of market conditions, the City may allow increases/decreases of the actual rates of compensation. Suppliers shall provide with the request complete documentation to support the adjustment request. The basis for compensation adjustments shall be the Seattle-Tacoma-Bremerton CPI-U. Any adjusted pricing will become effective on the anniversary date of the Contract, and shall be firm and fixed for the remainder of the contracted period.

- NOTE:**
- Show prices in legible figures (not words) written in ink or typed.
 - Where conflict occurs unit price shall prevail.
 - Your bid will be considered irregular and will be rejected if:
 - The unit price is left blank and a price per unit cannot be determined by equally dividing into the total price so as to result in a whole number.
 - Your bid shall be considered *non-responsive* and therefore, void if:
 - Figures are illegible
 - Minimum bid requirements are not met (when applicable)

SCHEDULE “A” – GROUNDSKEEPING PER YEAR (LANDSCAPE & IRRIGATION)

Item No.	Approx. Quantity	Items with Unit Price Bid	Unit Price	Total Price
1A	45 EA	Lawn Mowing / Trimming	\$ 222.91	\$ 10,030.95
2A	26 EA	Lawn Edging	\$ 159.94	\$ 4,158.44

Item No.	Approx. Quantity	Items with Unit Price Bid	Unit Price	Total Price
3A	1 EA	Lawn Aeration	\$ 253.13	\$ 253.13
4A	1 LS	Lawn / Turf Weed Management	Lump Sum	\$ 460.24
5A	1 Year	Meadow Areas Mowing	\$ 728.40	\$ 728.40
6A	26 EA	Meadow Areas Edging	\$ 19.94	\$ 518.44
7A	1 LS	Meadow Area Weed Control	Lump Sum	\$ 428.80
8A	45 EA	Lawn: Blow all Walks Clean (After Each mowing)	\$ 49.86	\$ 2,243.70
9A	5 EA	Shrub / Groundcover Pruning:	\$ 1672.30	\$ 8,361.50
10A	26 EA	Shrub / Groundcover Edging:	\$ 46.98	\$ 1221.48
11A	1 LS	Weed Control	Lump Sum	\$ 14864.11
12A	1 EA	Shrub Beds: Apply 1 inch Bark Mulch to all shrub beds (79,700 S.F.)	\$14860.32	\$ 14860.32
13A	52 EA	Shrub Bed: Dead Head Perennials and Shrubs	\$ 34.19	\$ 1777.88
14A	1 Year	Ornamental Grasses and Perennials – Cut Back	\$ 3879.09	\$ 3879.09
15A	1 EA	Irrigation: Turn On Irrigation System	\$ 878.06	\$ 878.06
16A	1 EA	Irrigation: Turn Off Irrigation System	\$ 292.69	\$ 292.69
17A	4 EA	Irrigation: Backflow Testing	\$ 146.34	\$ 146.34
18A	1 Year	Irrigation: Maintain System	\$ 6609.83	\$ 6609.83

Item No.	Approx. Quantity	Items with Unit Price Bid	Unit Price	Total Price
19A	1 LS	Trees: Rake Leaves (January, October, November, December)	Lump Sum	\$ 5584.28
Subtotal Schedule "A" Grounds keeping (Landscape & Irrigation)				\$ 77297.28
Washington State Sales Tax 8.5%				\$ 6570.27
TOTAL SCHEDULE "A" LANDSCAPE & IRRIGATION MAINTENANCE				\$ 83867.55

SCHEDULE "B" – LANDSCAPE CHEMICAL APPLICATIONS (PER YEAR)

Item No.	Approx. Quantity	Items with Unit Price Bid	Unit Price	Total Price
1B	3 EA	Lawn Fertilization	\$ 152.19	\$ 456.57
2B	2 EA	Shrub Fertilization	\$ 426.59	\$ 853.19
3B	1 LS	Treat all Shrub Beds with Insecticide	Lump Sum	\$ 1100.56
4B	1 EA	Iron application for Moss Control for lawn areas	\$ 366.85	\$ 366.85
5B	1 LS	Pre-emergent Weed Control	Lump Sum	\$ 1132.95
Subtotal Schedule "B" Landscape Chemical Applications				\$ 3910.12
Washington State Sales Tax 8.5%				\$ 332.36
TOTAL SCHEDULE "B" LANDSCAPE CHEMICAL APPLICATION				\$ 4242.48

SCHEDULE "C" – CLEANING & MAINTENANCE - PARK (Per Year)

Item No.	Approx. Quantity	Items with Unit Price Bid	Unit Price	Total Price
1C	3 EA	Clean All Concrete and Stone Surfaces	\$15474.69	\$ 46,424.10
2C	52 EA	Blow Sand off of rubber surfacing and adjacent sidewalks back into sand pit	\$ 68.34	\$ 3553.68
3C	362 EA	3 Drinking fountains – Clean and Disinfect	\$ 20.50	\$ 7421.22
4C	362 EA	2 Restrooms (Portland Loos) - Clean, stock and Disinfect.	\$ 88.84	\$ 32,160.08
5C	36 EA	Pressure Wash / Clean Play Equipment, Trash Cans, Signs, Benches, Picnic Tables, Drinking Fountains.	\$1845.34	\$ 66,432.24
6C	362 EA	Trash / litter / Debris Collection, Removal and Disposal.	\$ 76.44	\$ 27,671.28
7C	362 EA	Sharp Container at 2 restrooms: Cleaning and Disposal.	\$ 24.60	\$ 8905.20
8C	362 EA	Restock 2 Dog Waste / Mutt Mitt Containers with bags.	\$ 11.12	\$ 4,025.44
9C	1 EA	Snow Removal from Regional Trail	\$77.07/hr	\$ 77.07/hr
10C	1 EA	Ice Melt Application to Regional Trail	\$ 374.34/hr	\$ 374.34/hr
Subtotal Schedule "C" Cleaning & Maintenance of Park				\$ 197,044.65
Washington State Sales Tax 8.5%				\$ 16,748.80
TOTAL SCHEDULE "C" CLEANING & MAINTENANCE OF PARK				\$213,793.45

SCHEDULE "D" – CLEANING: GRANT STREET PIER AND PLAZA

Item No.	Approx. Quantity	Items with Unit Price Bid	Unit Price	Total Price
1D	2 EA	Pressure Wash / Clean Paved Surfaces including stairs and ramps.	\$ 4222.06	\$ 8,444.12
2D	1 EA	Pressure Wash / Clean Gently Pier Wood Surfaces.	\$2583.38	\$ 2583.38
3D	12 EA	Pressure Wash /Clean Trash Cans, Benches, Lounging Steps and walls.	\$1298.64	\$ 15,583.69
4D	362 EA	Trash / litter / Debris Collection removal and disposal.	\$ 57.41	\$ 20,782.42
5D	1 EA	Snow Removal from Paved Surfaces	\$77.07/hr	\$ 77.07/hr
6D	1 EA	Apply Ice Melt to paved Surfaces	\$ 374.34/hr	\$ 374.34/hr
Subtotal Schedule "D" – Cleaning: Grant Street Pier and Plaza				\$ 47,845.02
Washington State Sales Tax 8.5%				\$ 4,066.83
TOTAL SCHEDULE "D" – CLEANING: GRANT STREET PIER AND PLAZA				\$ 51,911.85

SCHEDULE "E" – AS REQUESTED SERVICES

Item No.	Approx. Quantity	Items with Unit Price Bid	Unit Price	Total Price
1E	1 HR	Special Event Prep, Support or Clean Up	\$ 52.65	\$ 52.65
2E	1 EA	Dump Fees for Special Event Clean-Up	\$ 552.83	\$ 552.83
3E	100 SF	Turf Repair (prepared, reseeded and maintained)	\$ 103.01	\$ 103.01
Subtotal Schedule "E" As Requested Services				\$ 708.49
Washington State Sales Tax 8.5%				\$ 60.22
TOTAL SCHEDULE "E" AS REQUESTED SERVICES				\$ 768.71

SCHEDULE "F" – HOURLY LABOR CHARGES

Item No.	Approx. Quantity	Items with Unit Price Bid	Unit Price	Total Price
1F	1 HR	Hourly Rate for Landscaping or Planting Laborer from 8 AM to 5 PM Monday to Friday	\$ 68.68	\$ 68.68
2F	1 HR	Hourly Rate for Landscaping or Planting Laborer before 8 AM and after 5 PM Monday to Friday	\$ 68.68	\$ 68.68
3F	1 HR	Hourly Rate for Landscape Equipment Operators Or Truck Drivers from 8 AM to 5 PM Monday to Friday	\$ 68.68	\$ 68.68
4F	1 HR	Hourly Rate for Landscape Equipment Operators Or Truck Drivers before 8 AM and after 5 PM Monday to Friday	\$ 68.68	\$ 68.68
5F	1 HR	Hourly Rate for Irrigation Or Lawn Sprinkler Installers from 8 AM to 5 PM Monday to Friday	\$ 86.87	\$ 86.87
6F	1 HR	Hourly Rate for Irrigation Or Lawn Sprinkler Installers before 8 AM and after 5 PM Monday to Friday	\$ 86.87	\$ 86.87

Item No.	Approx. Quantity	Items with Unit Price Bid	Unit Price	Total Price
7F	1 HR	Hourly Rate for Graffiti Removal	\$110.11	\$ 110.11
Subtotal Schedule "F" – Hourly Labor Charges				\$ 558.57
Washington State Sales Tax 8.5%				\$ 47.48
TOTAL SCHEDULE "F" HOURLY LABOR CHARGES				\$ 606.05

TOTAL SCHEDULE "A" – GROUNDSKEEPING (Landscape and Irrigation)	\$ 83867.55
TOTAL SCHEDULE "B" – LANDSCAPE CHEMICAL APPLICATIONS	\$ 4242.48
TOTAL SCHEDULE "C" – CLEANING & MAINTENANCE OF PARK	\$ 213,793.45
TOTAL SCHEDULE "D" – CLEANING: GRANT STREET PIER AND PLAZA	\$ 51,911.85
GRAND TOTAL SCHEDULE "A", "B", "C" AND "D"	\$ 353,815.33

The following Addenda is/are hereby acknowledged:

Addendum No.	Date of Addendum/Addenda	Signed Acknowledgement
1.	_____	_____
2.	_____	_____
3.	_____	_____

NOTE: Failure to acknowledge any issued Addenda will render proposal non-responsive and therefore void. It is the sole responsibility of the Supplier to learn of Addendum, if any. Such information may be obtained from the City of Vancouver Procurement Services' web site, <http://www.ci.vancouver.wa.us/procurement>, under the Projects Currently Out for Solicitation page

MAINTENANCE SERVICES AGREEMENT #C-90912**AMENDMENT No. 1****Vancouver Waterfront Park and Grant Street Pier Maintenance**

This Agreement amends the Professional Services Agreement number C-90912 by and between the City of Vancouver, hereinafter referred to as "City", and BrightView Landscapes, LLC hereinafter referred to as "Contractor", whose address is 18480 SW Pacific Dr, Tualatin OR 97062.

This amendment amends the original agreement as follows:

1. Section 5 - Time of Performance: Extend the contract by one (1) additional year until September 25, 2022.
2. Section 7 - Compensation and Schedule of Payments: Increase the services costs per the Seattle-Tacoma-Bremerton CPI-U, as outlined in Attachment E - Cost Proposal.
3. Ratification: Acts taken pursuant to this Amendment but prior to its effective date are hereby ratified and confirmed.

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

CITY OF VANCOUVER

A municipal corporation

DocuSigned by:



75A9183485CA467
Eric Holmes, City Manager

9/21/2021

Date

Attest:

DocuSigned by:



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Natasha Ramras, City Clerk

Approved as to form:

DocuSigned by:



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Jonathan Young, City Attorney

CONTRACTOR:

BrightView Landscapes LLC

DocuSigned by:



8D9F03020C00428...
Signature

Fred Freund

SVP

Printed Name /Title

9/17/2021

Date

ATTACHMENT E COST PROPOSAL

Scope of Work

Park grounds keeping, maintenance and cleaning services for the Vancouver Waterfront Park and Grant Street pier located at 695 Waterfront Way in Vancouver Washington.

Questions regarding this project may be addressed to Mike Wolfson, Procurement Specialist at:
Mike.Wolfson@cityofvancouver.us.

The City intends to award a Contract for these services for three (3) years, commencing on the date of award. Some items may be ordered on an "as needed" basis. The City of Vancouver reserves the right to offer contract extensions for up to an additional two (2) years.

The period of this Bid and its prices shall be for one (1) year, commencing on the effective date of the contract. The Contractor may request adjustments to the rates of compensation on an annual basis. If the extensions would be in the best interest of the city, in consideration of market conditions, the City may allow increases/decreases of the actual rates of compensation. Suppliers shall provide with the request complete documentation to support the adjustment request. The basis for compensation adjustments shall be the Seattle-Tacoma-Bremerton CPI-U. Any adjusted pricing will become effective on the anniversary date of the Contract, and shall be firm and fixed for the remainder of the contracted period.

- NOTE:**
- Show prices in legible figures (not words) written in ink or typed.
 - Where conflict occurs unit price shall prevail.
 - Your bid will be considered irregular and will be rejected if:
 - The unit price is left blank and a price per unit cannot be determined by equally dividing into the total price so as to result in a whole number.
 - Your bid shall be considered *non-responsive* and therefore, void if:
 - Figures are illegible
 - Minimum bid requirements are not met (when applicable)

SCHEDULE "A" – GROUNDSKEEPING PER YEAR (LANDSCAPE & IRRIGATION)

Item No.	Approx. Quantity	Items with Unit Price Bid	Unit Price	Total Price
1A	45 EA	Lawn Mowing / Trimming	\$ 202.46	\$ 9,110.61
2A	26 EA	Lawn Edging	\$ 145.27	\$ 3,777.05

Item No.	Approx. Quantity	Items with Unit Price Bid	Unit Price	Total Price
3A	1 EA	Lawn Aeration	\$ 229.91	\$ 229.91
4A	1 LS	Lawn / Turf Weed Management	Lump Sum	\$ 418.02
5A	1 Year	Meadow Areas Mowing	\$ 661.58	\$ 661.58
6A	26 EA	Meadow Areas Edging	\$ 18.11	\$ 470.97
7A	1 LS	Meadow Area Weed Control	Lump Sum	\$ 389.46
8A	45 EA	Lawn: Blow all Walks Clean (After Each mowing)	\$ 45.29	\$ 2,037.86
9A	5 EA	Shrub / Groundcover Pruning:	\$ 1,518.89	\$ 7,594.44
10A	26 EA	Shrub / Groundcover Edging:	\$ 42.67	\$ 1,109.50
11A	1 LS	Weed Control	Lump Sum	\$ 13,500.55
12A	1 EA	Shrub Beds: Apply 1 inch Bark Mulch to all shrub beds (79,700 S.F.)	\$ 13,497.11	\$ 13,497.11
13A	52 EA	Shrub Bed: Dead Head Perennials and Shrubs	\$ 31.05	\$ 652.11
14A	1 Year	Ornamental Grasses and Perennials – Cut Back	\$ 3,523.24	\$ 3,523.24
15A	1 EA	Irrigation: Turn On Irrigation System	\$ 797.51	\$ 797.51
16A	1 EA	Irrigation: Turn Off Irrigation System	\$ 265.84	\$ 265.84
17A	4 EA	Irrigation: Backflow Testing	\$ 132.92	\$ 132.92
18A	1 Year	Irrigation: Maintain System	\$ 6,003.48	\$ 6,003.48

Item No.	Approx. Quantity	Items with Unit Price Bid	Unit Price	Total Price
19A	1 LS	Trees: Rake Leaves (January, October, November, December)	Lump Sum	\$ 5,072.01
Subtotal Schedule "A" Grounds keeping (Landscape & Irrigation)				\$ 69,244.17
Washington State Sales Tax 8.4% 8.5%				\$ 5,885.75
TOTAL SCHEDULE "A" LANDSCAPE & IRRIGATION MAINTENANCE				\$ 75,129.92

SCHEDULE "B" – LANDSCAPE CHEMICAL APPLICATIONS (PER YEAR)

Item No.	Approx. Quantity	Items with Unit Price Bid	Unit Price	Total Price
1B	3 EA	Lawn Fertilization	\$ 138.23	\$ 414.68
2B	2 EA	Shrub Fertilization	\$ 387.46	\$ 774.92
3B	1 LS	Treat all Shrub Beds with Insecticide	Lump Sum	\$ 999.60
4B	1 EA	Iron application for Moss Control for lawn areas	\$ 333.20	\$ 333.20
5B	1 LS	Pre-emergent Weed Control	Lump Sum	\$ 1,029.02
Subtotal Schedule "B" Landscape Chemical Applications				\$ 3,551.42
Washington State Sales Tax				\$ 301.87
TOTAL SCHEDULE "B" LANDSCAPE CHEMICAL APPLICATION				\$ 3,853.29

SCHEDULE "C" – CLEANING & MAINTENANCE - PARK (Per Year)

Item No.	Approx. Quantity	Items with Unit Price Bid	Unit Price	Total Price
1C	3 EA	Clean All Concrete and Stone Surfaces	\$14,055.13	\$42,165.39
2C	52 EA	Blow Sand off of rubber surfacing and adjacent sidewalks back into sand pit	\$ 62.07	\$ 3,227.54
3C	362 EA	3 Drinking fountains – Clean and Disinfect	\$ 18.62	\$ 6,740.16
4C	362 EA	2 Restrooms (Portland Loos) - Clean, stock and Disinfect.	\$ 80.69	\$ 29,209.20
5C	36 EA	Pressure Wash / Clean Play Equipment, Trash Cans, Signs, Benches, Picnic Tables, Drinking Fountains.	\$ 1676.06	\$ 60,338.05
6C	362 EA	Trash / litter / Debris Collection, Removal and Disposal.	\$ 69.43	\$ 25,134.38
7C	362 EA	Sharp Container at 2 restrooms: Cleaning and Disposal.	\$ 22.34	\$ 8,088.70
8C	362 EA	Restock 2 Dog Waste / Mutt Mitt Containers with bags.	\$ 10.10	\$ 3,655.91
9C	1 EA	Snow Removal from Regional Trail	\$ 70.00/hr	\$ 70.00/hr
10C	1 EA	Ice Melt Application to Regional Trail	\$ 340.00/hr	\$ 340.00/hr
Subtotal Schedule "C" Cleaning & Maintenance of Park				\$ 185,215.24
Washington State Sales Tax 8.5%				\$ 15,743.26
TOTAL SCHEDULE "C" CLEANING & MAINTENANCE OF PARK				\$200,958.50

SCHEDULE "D" – CLEANING: GRANT STREET PIER AND PLAZA

Item No.	Approx. Quantity	Items with Unit Price Bid	Unit Price	Total Price
1D	2 EA	Pressure Wash / Clean Paved Surfaces including stairs and ramps.	\$ 3,834.75	\$ 7,669.50
2D	1 EA	Pressure Wash / Clean Gently Pier Wood Surfaces.	\$2,346.39	\$2,346.39
3D	12 EA	Pressure Wash /Clean Trash Cans, Benches, Lounging Steps and walls.	\$1,179.51	\$ 14,154.16
4D	362 EA	Trash / litter / Debris Collection removal and disposal.	\$ 52.14	\$18,873.64
5D	1 EA	Snow Removal from Paved Surfaces	\$ 70.00/hr	\$70.00/hr
6D	1 EA	Apply Ice Melt to paved Surfaces	\$ 340.00/hr	\$ 340.00/hr
Subtotal Schedule "D" – Cleaning: Grant Street Pier and Plaza				\$ 43,043.69
Washington State Sales Tax 8.5%				\$ 3,658.71
TOTAL SCHEDULE "D" – CLEANING: GRANT STREET PIER AND PLAZA				\$46,702.40

SCHEDULE "E" – AS REQUESTED SERVICES

Item No.	Approx. Quantity	Items with Unit Price Bid	Unit Price	Total Price
1E	1 HR	Special Event Prep, Support or Clean Up	\$ 48.39	\$ 48.39
2E	1 EA	Dump Fees for Special Event Clean-Up	\$ 508.12	\$ 508.12
3E	100 SF	Turf Repair (prepared, reseeded and maintained)	\$ 94.68	\$ 94.68
Subtotal Schedule "E" As Requested Services				\$ 651.19
Washington State Sales Tax 8.4% 8.5%				\$ 55.35
TOTAL SCHEDULE "E" AS REQUESTED SERVICES				\$ 706.54

SCHEDULE "F" – HOURLY LABOR CHARGES

Item No.	Approx. Quantity	Items with Unit Price Bid	Unit Price	Total Price
1F	1 HR	Hourly Rate for Landscaping or Planting Laborer from 8 AM to 5 PM Monday to Friday	\$ 63.12	\$ 63.12
2F	1 HR	Hourly Rate for Landscaping or Planting Laborer before 8 AM and after 5 PM Monday to Friday	\$ 63.12	\$ 63.12
3F	1 HR	Hourly Rate for Landscape Equipment Operators Or Truck Drivers from 8 AM to 5 PM Monday to Friday	\$ 63.12	\$ 63.12
4F	1 HR	Hourly Rate for Landscape Equipment Operators Or Truck Drivers before 8 AM and after 5 PM Monday to Friday	\$ 63.12	\$ 63.12
5F	1 HR	Hourly Rate for Irrigation Or Lawn Sprinkler Installers from 8 AM to 5 PM Monday to Friday	\$ 78.90	\$ 78.90
6F	1 HR	Hourly Rate for Irrigation Or Lawn Sprinkler Installers before 8 AM and after 5 PM Monday to Friday	\$ 78.90	\$ 78.90

Item No.	Approx. Quantity	Items with Unit Price Bid	Unit Price	Total Price
7F	1 HR	Hourly Rate for Graffiti Removal	\$ 100.00/hr	\$ 100.00/hr
Subtotal Schedule "F" – Hourly Labor Charges				\$ 510.28
Washington State Sales Tax 8.5%				\$ 43.37
TOTAL SCHEDULE "F" HOURLY LABOR CHARGES				\$ 553.65

TOTAL SCHEDULE "A" – GROUNDSKEEPING (Landscape and Irrigation)	\$ 75,129.92
TOTAL SCHEDULE "B" – LANDSCAPE CHEMICAL APPLICATIONS	\$ 3,853.29
TOTAL SCHEDULE "C" – CLEANING & MAINTENANCE OF PARK	\$ 200,958.50
TOTAL SCHEDULE "D" – CLEANING: GRANT STREET PIER AND PLAZA	\$ 46,702.40
GRAND TOTAL SCHEDULE "A", "B", "C" AND "D"	\$ 326,644.11

The following Addenda is/are hereby acknowledged:

Addendum No.	Date of Addendum/Addenda	Signed Acknowledgement
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1. _____

2. _____

3. _____

NOTE: Failure to acknowledge any issued Addenda will render proposal non-responsive and therefore void. It is the sole responsibility of the Supplier to learn of Addendum, if any. Such information may be obtained from the City of Vancouver Procurement Services' web site, <http://www.ci.vancouver.wa.us/procurement>, under the Projects Currently Out for Solicitation page

The undersigned, under penalty of perjury, hereby certifies that said person(s), firm, association or corporation has (have) not, either directly or indirectly, entered into any agreement, participated in any collusion, or otherwise taken any action in restraint of free competitive bidding in connection with the project for which this proposal is submitted.

The undersigned declares that before preparing their quote, they read carefully the specifications and requirements for bidders and that their quote is made with the full knowledge of the kind, quality and quantity of services and equipment to be furnished, and their said quote is as stated on these pages. **By signing this page of the quotation, the Contractor acknowledges and agrees to the terms and conditions of each of the forms, included in the quote documents.**

Authorized Official (Signature)

Date

Print Name of Authorized Official

Title of Authorized Official

Company Name

Telephone Number

Address

City, State, Zip

State Contractors License Number

Unified Business Identifier Number (UBI)

NOTE:

1. If the bidder is a co-partnership, so state, giving firm name under which business is transacted.
2. If the bidder is a corporation, this proposal must be executed by its duly authorized officials.
3. Proposals submitted must be complete and include pricing for the work to be completed, in whole, per the attached plans and specifications.
4. The City reserves the right to adjust the scope of this work to match available funds.
5. No bidder may withdraw his/her bid after the hour set for the opening thereof, unless the award of contract is delayed for a period exceeding forty-five (45) days. If it is determined to be in the best interest of the City, the City reserves the right to request an extension of bid prices during the review process.

CITY OF VANCOUVER
MAINTENANCE SERVICES AGREEMENT No. 90912
VANCOUVER WATERFRONT PARK & GRANT STREET PIER MAINTENANCE

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

WHEREAS, the City desires to engage the Contractor for maintenance of the Vancouver Waterfront Park and other related services on an as needed basis. Contractor has agreed to offer its maintenance services to perform said work per City issued Request for Proposal (RFP) No. 24-18, Contractor's proposal to said RFP; and City Council's approval on September 10, 2018, of Staff Report No. 138-18; and

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

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

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

1. Statement of Work.

Contractor agrees to provide maintenance of the Vancouver Waterfront Park per RFP No. 24-18 and Contractor's response to said RFP on file in City of Vancouver Procurement Services by reference hereto made a part of this Agreement.

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

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

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

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

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

Compensation is limited to the amount specified for each specific task and/or sub-task in ATTACHMENT E – COST PROPOSAL herein attached and by reference made part of this Contract, unless amended per Section 15 of this Agreement. The City expects Contractor to complete the work stated within the number of hours stated for each task and/or sub-task. If the work requires fewer hours than those estimated, the Contractor will be paid for the actual worked hours necessary to complete that task and/or sub-task. If the Contractor underestimated the number of hours required to perform the work, Contractor shall be paid up to the maximum number of hours stated for the task and/or sub-task. Compensation may be amended, at the City's sole discretion, for documentable circumstances not reasonably foreseeable to either party at the time the task and/or subtask is initiated, or for changes to the scope of work or deliverables requested by the City. All deliverables must be acceptable to the City, at the sole discretion of the City.

This agreement is a purchase of Maintenance Services at the rates attached. Payment for these services shall not exceed \$1,076,928.57 unless authorized in writing by the City, according to Section 7 of this Agreement. If additional time is needed, please refer to Section 6 of this agreement. A written amendment must be attached.

2. Order of Precedence.

Where there is a conflict among or between any of these documents, the controlling documents shall be the first listed in the following sequence: Amendments to this Agreement; this Agreement; Purchase Orders; Contractor's submitted proposal to RFP No. 24-18 and RFP No. 24-18.

3. Relation of Parties.

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

4. E-Verify.

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

5. Time of Performance.

The service of the Contractor is to commence as of September 25, 2018. It is agreed services hereunder shall be completed by September 25, 2021. The City reserves the right to offer Contractor Contract extensions for up to two (2) additional years.

6. Delays and Extensions of Time.

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

7. Compensation and Schedule of Payments.

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

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

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

8. Ownership of Records and Documents.

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

9. Termination.

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

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

10. Evaluation and Compliance with the Law.

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

11. City Business and Occupation License.

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

12. Liability and Hold Harmless.

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

13. Insurance.

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

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

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

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

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

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

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

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

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

14. Notices.

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

City:

Anna Vogel
City of Vancouver

Contractor:

Fred Freund
BrightView Landscapes LLC

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

18840 SW Pacific Dr
Tualatin OR 97062

15. Amendments.

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

16. Scope of Agreement.

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

17. Ratification.

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

18. Governing Law/Venue.

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

19. Cooperative Purchasing:

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

20. Public Disclosure Compliance.

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

21. Debarment.

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

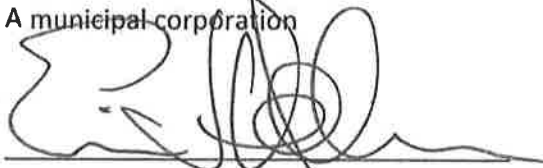
22. Nondiscrimination.

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

DATED this _____ day of _____, 20__

ALL SIGNATURES ON NEXT PAGE

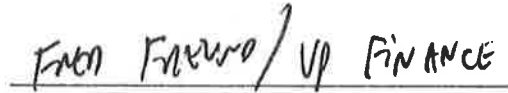
CITY OF VANCOUVER,
A municipal corporation


Eric Holmes, City Manager

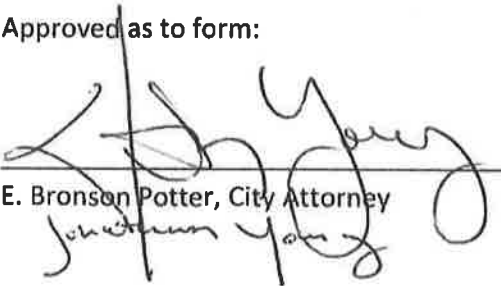
CONTRACTOR:
BrightView Landscapes LLC


Signature:

Attest:


Natasha Ramras, City Clerk
By: Printed Name / Title

Approved as to form:


E. Bronson Potter, City Attorney
for Jonathan Yang
WSBA # 35648



PARKS AND RECREATION DEPARTMENT

RFP # 24-18

**VANCOUVER WATERFRONT PARK & GRANT
STREET PIER MAINTENANCE**

SCOPE OF SERVICES/SPECIAL PROVISIONS

**RFP 24-18 Vancouver Waterfront Park and Grant Street Pier Maintenance
SCOPE OF SERVICES/SPECIAL PROVISIONS**

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SECTION 1 GENERAL

1-1.01 Description

It is the intent of these special provisions that the Contractor provide a high level of quality maintenance that presents Vancouver residents with a safe park that is attractive, desirable, neat and trim at all times. The parks maintenance work comprises general cleaning and horticultural maintenance; including, but not limited to use of sidewalk scrubbers, pressure washing, mowing, edging, turf trimming, shrub trimming, fertilizing, litter/trash collection, graffiti abatement, weed control, minor tree work, operation of manual and automatic irrigation systems, turf aeration, disposal of the material collected, janitorial services, play equipment inspection; emptying trash receptacles and disposal, cleaning restrooms and restocking with supplies, washing site furnishings and structures such as tables, trash receptacles and benches, clean exterior of service electrical building and replace sand in play area and such tasks that are described below. Contractor is expected to provide the highest level of quality in maintenance compatible with standard horticultural practices and up-to-date techniques accepted by the industry.

The City of Vancouver's Parks Department will oversee professional landscape maintenance contractors charged with maintaining the Vancouver Waterfront Park as a safe, sustainable, and aesthetically pleasing park that enhance and improve the quality of life in the City of Vancouver.

The following standards outline the scope of services and responsibilities required of the Contractor. The specifications outline the quantity, frequency and category of work required.

Various common repairs will include irrigation repairs, emergency call outs and the possible replanting of shrubs and trees.

Contractors should carefully examine these special provisions and attachments to judge for themselves as to the nature of the work to be done and the general conditions of Vancouver's parks. A bid shall be considered prima-facie evidence that the Contractor has made the necessary investigation and is satisfied with respect to the conditions to be encountered, the character, and quantity of the work performed. Contractors are advised to visit and review the job sites prior to the submission of their bids.

Contractors must be thoroughly competent and capable of satisfactorily performing the work covered by this bid and may furnish such statements relative to previous experience on similar work, the plan or procedure proposed, and the organization and the equipment available for the contemplated work and any other information as may be deemed necessary by the Contract Administrator in determining such competency and capability.

It shall be understood that the Contractor will be required to perform and complete the proposed work in a thorough and workmanlike manner, and to furnish and provide all necessary labor, tools, implements, equipment, materials and supplies required. The Contractor is responsible to take all necessary precautions and use best practices in the industry to perform all work required by the project.

It is the intent of these specifications that all work is to be performed by Contractor's forces. Contractor shall obtain City approval before subcontracting any part of this work.

1-1.02 Terms and Definitions

Wherever in the Standard Specifications, Special Provisions, Notice to Contractors, Proposal, Contract, or other contract documents the following terms are used, the intent and meaning shall be interpreted as follows:

City or Owner: City of Vancouver

Director: Director of Parks and Recreation

Deficiency: Where work has not been performed in accordance with these Special Provisions and Standard Specifications and/or any subsequent superseding contract or contract change order as determined by the Contract Administrator.

Correction: An item or area of maintenance that requires attention for any unanticipated or unscheduled maintenance or corrective repairs, such as an irrigation line break or cleanup from vandalism, graffiti, or other event.

Contract Administrator: Parks and Recreation Department representative(s) who oversee(s) this maintenance contract.

Project Manager: Contractor's appointed person responsible for performance of the work.

Contractor: Company having contracted with the City for work as described herein.

1-1.03 Re-inspection Penalty

The Contractor may be required to pay a \$150.00 re-inspection penalty for any City re-inspections resulting from Deficiencies as defined in 1-1.02 (Terms and Definitions). If a deficiency is not corrected by the projected finish date specified on the Deficiency Work Order and additional inspections are required, or if a Deficiency Work Order is marked as complete and the deficiency still exists, multiple re-inspections may be charged for the same deficient work order.

1-1.04 Termination Clause

The City may terminate the resultant contract for convenience by providing a thirty (30) calendar day notice unless otherwise stated in writing.

If, in the opinion of the Parks and Recreation Director, the Contractor fails to diligently prosecute this contract, the City reserves the right to terminate this contract with a thirty (30) day written notice. Within the 30-day period after the Contractor has been given a notice of termination the City may hire an interim Contractor. The City reserves the right to recall the Contractor's contract security and/or withhold any payment which may be due as may be necessary to offset all costs of hiring such interim Contractor.

Whenever, in the opinion of the Contract Administrator, services performed under this contract are not satisfactory, the Contractor shall be advised of the deficiency(ies) and a completion date and time at which time the deficiency must be completed. Contractor's failure to correct the deficiency(ies) prior to the expected completion date can be considered a lack of diligence in prosecuting the contract and grounds for terminating the contract and for a deduction of Contractor's compensation.

1-1.05 Project Appearance

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The Contractor shall maintain all parks and project maintenance areas in a neat, trim and professional appearance while working.

Full compensation for conforming to the provisions in this section shall be considered as included in the prices paid for the various contract items of work involved, and no additional compensation will be allowed therefore.

1-1.06 Start of Work Meeting

The City of Vancouver Parks and Recreation Department will schedule a pre-start of work meeting with the Contractor following award of the contract and prior to issuing the Notice to Proceed, which will follow the final execution of the Contract. This meeting will be held in the City of Vancouver, with the Parks and Recreation Department.

1-1.07 Inspections

The Parks and Recreation Department, in conjunction with the Public Work Department's assistance will manage/administer this contract and inspect the Contractor's work. The Contract Administrator has the authority to act on behalf of the Parks and Recreation Department of City.

1-1.08 Contractor Qualifications

Contractor acknowledges it is an independent contractor and shall not for any purpose be deemed to be an employee, agent, or other representative of the City. Contractor shall not assign, sublet, transfer or otherwise substitute its interest in this work, or any of its obligations, without the prior written consent of the City.

Contractor shall have adequate equipment and employ adequate staff to maintain the facilities in accordance with this scope of services/special provisions.

Contractor must be able to respond to an emergency call out within 60 minutes, seven days a week, and 24 hours a day. The 60-minute response time is from the time the call is placed to the Contractor to the time the Contractor or Contractor's staff arrives at the site. Once on site, Contractor is expected to secure the immediate problem. Repairs and any associated cleanup can be completed during normal working hours.

Contractor shall provide at least three references with their bid. At least one reference must be a public agency. All references must be able to confirm Contractor is currently prosecuting a contract diligently and with a satisfactory level of service at that agency, or the Contractor's bid may be disqualified.

Minimum Age Requirement: All employees of the Contractor must be a minimum of 18 years of age.

Conflict of Interest: The Contractor shall not employ any person who is an employee of the City if the employment of that person would create a conflict of interest.

Licensing: Contractor shall possess or have someone from his company assigned to this project that possesses a Qualified Applicators Certificate issued by the State of Washington Department of Agriculture. Contractor shall provide a copy of certificate as supplemental criteria after the bid. Certificate shall include but not be limited to pesticide, fertilization and weed control. Contractor shall possess a City of Vancouver Business License prior to City Council approval of contract and throughout the life of the contract.

Experience: Contractor shall have satisfactorily provided or shall be currently providing similar services to at least one public agency for at least two full years within the last three years.

Contractor shall be satisfactorily maintaining at least 20 acres of parks or park like open spaces that contain improvements comparable to the parks and open space areas to be maintained in this work. This quantity of maintenance area may be aggregated from no more than two of Contractor's accounts. At least one of the accounts must be a public agency. Performing a reasonably comparable quantity of work for a single owner's association would also meet this qualification. Alternate quantities of areas being maintained may be considered as meeting this qualification so long as in the aggregate, the total area being maintained is comparable in acreage and type of improvements as the work under this project, subject to City's determination. Contractor shall provide evidence of relevant experience and public agency service services and size of work with bid.

All services shall be performed by a person(s) with at least three years of relevant experience, and who are directly employed and supervised by the Contractor.

The irrigation systems consist primarily of Rainbird products. Contractor shall be competent with servicing, operating, troubleshooting, and providing periodic and/or preventative maintenance for all of these types of equipment and systems.

Contractor shall be able to provide additional work such as irrigation repairs and new irrigation installations.

1-1.09 Contractor Responsibilities

Contractor will provide an adequate number of staff able to perform work at the highest standards of horticultural excellence to deliver this project in conformance of these specifications. Key staff shall have current knowledge, and practice, best management practices regarding safety, hazardous materials spill response, plant health, pruning, pesticide application, and irrigation set-up, programming, and maintenance.

The City shall, throughout the life of the contract, have the right of reasonable rejection and/or approval of staff assigned to the work by the contractor. If the Contract Administrator rejects one of Contractor's staff, the Contractor must provide replacement staff satisfactory to the City at no additional cost to the City. If, in the opinion of the City, any Contractor employee is incompetent, disorderly, refuses to perform in accordance with the contract specifications, threatens or uses abusive language while on City property (or while in any way representing the City on or off City property), or is otherwise unsatisfactory, said employee shall be removed immediately from work under this contract upon request of the City.

Contractor shall provide a competent full-time Project Manager (and alternate) available to communicate with the City staff. These representatives must have the authority to represent and act for the Contractor in any matter pertaining to the Agreement. Contractor shall furnish the name and contact information to the City prior to the commencement of the contract and further advise the City of any changes. The representative must be able to communicate effectively with City staff in English, both orally and in writing. Each work crew must have one person on site at all times who can communicate with City staff and/or encountered residents in English. As used in this contract, the term "Project Manager" shall include the alternate as specified above. The Project Manager, or his/her designee, shall be available 24 hours per day, seven days per week,

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365 days per year to meet with City representatives (in person, by phone, e-mail or text) to discuss problem areas or respond to after hour requests from City staff. Contractor shall provide Contract Administrator contact information for both the Project Manager and alternate(s). The Project Manager shall have a telephone/pager to permit timely contact by the City. The Project Manager must respond to a call/page within 60 minutes.

No unauthorized person or persons not employees of the Contractor (i.e., spouse, children, brother, sister, friends, etc.) shall be allowed within the immediate work area during the performance of services under this contract.

Contractor shall provide supervision to assure that tasks are performed to the standards set forth herein or as agreed to with the City. Contractor is solely responsible for the day-to-day supervision and control of Contractor's employees. Personal supervision is not required as long as work crews can communicate with the Contractor at all times.

Contractor shall comply with all local, county, and state laws and regulations governing landscape maintenance work applicable to the type of work and individual locations being maintained.

Contractor shall provide at their own risk, all labor, materials, supervision, tools, equipment, insurance, storage, transportation, hauling, dumping, proper protection and all other items needed or as directed, to perform the work according to the intent described in these special provisions.

Contractor shall be familiar with all areas and locations of the work. If the Contractor has any questions, the Contractor shall have those questions answered before commencing work on this contract. Good, two-way communication between Contractor and City is paramount to good stewardship of park and landscape resources and essential for successful contract fulfillment.

1-1.10 Staffing Levels

Contractor shall employ enough staff to ensure performance of the work described. The Contractor shall provide management and technical supervision through competent supervisors as required to implement modern methods and any newly developed procedures. Contractor shall be responsible for the skills, methods, and actions of Contractor's employees and for all work. Contractor must anticipate and plan for extra work, any project deficiencies, or seasonal changes and have adequate staffing to switch from winter to spring/summer maintenance.

Contractor shall be available to meet with City staff for detailed inspection(s) of work sites as deemed necessary by the Contract Administrator.

1-1.11 Damage to Improvements

Contractor is responsible for any and all damage to any improvement which is a result of Contractor's actions and/or inaction. Contractor shall notify City within 24 hours of any damage to any City or private amenities/improvements or property caused by Contractor. Contractor shall repair or replace any damaged improvement to the Contract Administrator's satisfaction at no cost to the City.

1-1.12 Safety

Contractor shall be solely responsible for the safety and welfare of all Contractors' personnel performing work under this contract. Contractor is solely responsible for advising and educating

all personnel to the health hazards associated with this work prior to personnel commencing work under this contract.

All work shall be performed with the utmost concern for safety of both the workers and the public. Where necessary, contractor shall barricade or temporarily close to the public those areas that are being serviced.

Any hazardous or potentially hazardous condition, nuisance, or annoyance on or emanating from the work area, shall be corrected immediately upon Contractor's actual knowledge of the condition, or receipt of oral or written notice from the City. If a hazard or potentially hazardous condition presents an unreasonable and imminent risk of bodily injury, the Contractor shall barricade or temporarily close to the public the affected area until the hazard or potentially hazardous condition has been abated. Contractor's failure to promptly correct a nuisance, annoyance or hazardous or potentially hazardous condition under this Section shall be a material breach of this agreement.

"Hazardous Substances" shall mean any and all substances, contaminants, pollutants, materials, or products defined or designated as hazardous, toxic, radioactive, dangerous or regulated wastes or materials, or any other similar term in or under any applicable Environmental Law. Hazardous Substances shall also include, but not be limited to, fuels, petroleum and petroleum derived products.

Contractor shall be responsible for collecting and disposing of needles, syringes and other sharps found in the work area, and such collection and disposal shall be carried out in manner consistent with all applicable federal and state regulations for Health and Safety. Contractor shall maintain an Exposure Control Plan which meets the Washington Labor & Industries (L&I) Occupational Exposure to Blood Borne Pathogens requirements.

1-1.13 Traffic Control and Land Closures

The Contractor shall furnish, and maintain in good working order, all barricades and as necessary to protect pedestrians, bicyclists, and vehicular traffic.

The Contractor shall provide adequate and continuous ingress and egress for all adjacent properties; except for the limited period of time it is necessary to perform work at a specific property. The Contractor shall diligently prosecute all work directly impacting businesses to completion.

Personal vehicles of the Contractor's employees shall not be parked on park or private property, including any section closed to public traffic.

Adequate ingress and egress shall be maintained throughout the project limits for fire, police, and other emergency vehicles. The Contractor shall provide adequate ingress and egress for residences, property owners, and abutting business owners to their respective properties except when performing work at their specific locations. Contractor is responsible for the cost of all traffic control. No consideration will be given to the claims of extra costs for traffic control operations.

1-1.16 Protection of Property

The Contractor shall take every precaution to protect all public and private property during the performance of this contract. This park is bounded by, back up to or are in immediate proximity

of private property. Contractor shall use the utmost caution so as not to damage any city streets, sidewalks or private property. Any damages caused by Contractor's personnel or equipment must be immediately reported to the Contract Administrator. Contractor will be responsible for the costs to restore the damaged amenity to the condition existing before the damage or for replacement, as determined by City. City reserves the right to select or approve the person/company doing the repair and the materials used. To the greatest extent practicable, Contractor shall not enter private property.

Upon completion of service at a site, Contractor is responsible for securing all areas.

1-1.17 Illness and Injury Prevention Program

Contractor shall have an Illness and Injury Prevention Program. A copy of the program shall be emailed to the Contract Administrator prior to the issuance of Notice to Proceed.

1-1.18 Quality Assurance/Quality Control Program (QAP)

Contractor shall have a quality assurance/quality control program that includes procedures that are required to ensure that work is being internally inspected and providing full protection of work and materials. A copy of the QAP shall be included in the supplemental material prior to the issuance of the Notice to Proceed.

1-1.19 Inventory of Materials

Contractor shall have adequate inventory of materials used in the performance of this contract. Contractor shall provide all supplies necessary to accomplish the required services. Cleaning supplies shall conform to contract requirements and industry standards for the type of cleaning being accomplished. Contractor shall submit a list of supplies to the Contract Administrator prior to the issuance of Notice to Proceed.

1-1.20 Found Items

Contractor shall ensure that all items of possible personal or monetary value found by Contractor/Contractor's employees are turned in to the Contract Administrator. Found items shall be logged on daily maintenance report.

1-1.21 Key Control

Contractor shall ensure all keys and security codes issued to Contractor are not lost or misplaced and are not used by unauthorized persons. No keys issued to Contractor shall be duplicated. Contractor shall have a written Key Control Program available upon request. Lost or stolen keys may result in the City re-keying locks. Reimbursement to the City for costs associated with any re-keying will be the responsibility of the contractor. A copy of the program shall be emailed to the Contract Administrator prior to the issuance of Notice to Proceed.

1-1.22 Workmanship

Contractor shall perform work contemplated herein in a good and workmanlike manner to the satisfaction of the Contract Administrator. The Contractor shall cooperate with the Contract Administrator to enable determination of contract compliance. The Contract Administrator shall be the sole judge as to whether Contractor's work conforms to the intent of these Special Provisions. If any work is not performed to the satisfaction of the Contract Administrator, the Contractor will be responsible for correcting such deficiencies within five working days, by the projected finish date on a Deficiency Work Order, or as directed by the Contract Administrator. Deficiencies shall be corrected at no additional cost to the City of Vancouver. Contractor is

expected to use additional personnel for deficiency corrections or to execute any extra work accepted. There shall be no delay of regular maintenance to complete deficiency corrections or extra work.

1-1.23 Quality Control

Contractor shall perform quality control on all work performed under this contract. At a minimum, Contractor shall inspect all work locations at least two times each week. Inspections shall not be on consecutive days. These inspections are not only for work performed, but also to assess site conditions.

1-1.26 Work Hours

Park Area Schedules A, B, C: All maintenance work using equipment powered by an internal combustion engine, including, but not limited to, mowers, blowers, edger's, and trimmers, is expected to be performed between the hours of 7 – 11 a.m. Contractor shall not use equipment powered by internal combustion engines within 50 feet of a residence before 8 a.m.

Plaza and Pier Area Schedule D: All work including but not limited to pressure washing, litter control, landscaping shall be completed prior to 11 a.m.

Contractor shall provide a schedule of days and times of the week that maintenance services will be performed. Contractor shall provide said schedule within fifteen (15) calendar days of award of contract. A Notice to Proceed will not be issued prior to providing said schedule.

The City reserves the authority to direct the Contractor to amend the working day and hour schedule. If scheduling problems develop, the Contractor shall modify and resubmit for City approval as the City deems necessary. If adjustments to the schedule are necessary, they will be negotiated with the Contractor and the adjustments confirmed in writing as mutually agreed.

Contractor must be able to respond to an emergency callout within 60 minutes, seven days a week and 24 hours a day. The 60-minute response time is from the time the call is placed to the Contractor to the time the Contractor or Contractor's staff arrives at the site. Once on site, Contractor is expected to secure the immediate problem and provide and install any devices necessary for public safety. Repairs and any associated cleanup can be completed during normal working hours.

1-1.27 Holidays

Unless otherwise stated, Contractor shall not be required to perform janitorial/site cleaning/play equipment cleaning and inspection service on the following holidays. If the holiday falls on a day janitorial/site cleaning/play equipment cleaning inspection would normally be performed, the work shall be performed on the next work day following the holiday, unless otherwise noted:

HOLIDAY DATE

New Year's Day (observed)	January 1
Thanksgiving Day	Fourth Thursday in November
Christmas Day (observed)	December 25

Contractor shall perform regular bathroom and trash collection service on the following holidays:

Martin Luther King Day	Third Monday in January
Veterans Day	November 11

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Presidents Day
Easter Sunday
Memorial Day
Independence Day
Labor Day

Third Monday in February
As Observed
Last Monday in May
July 4
First Monday in September

Should the Contractor choose to work on a Saturday, Sunday, or on a holiday and that work requires inspection or supervision by the Contract Administrator, the Contractor shall reimburse the City of Vancouver the actual cost of inspection and supervision and/or other overhead expenses, which are directly chargeable to the contract. Should such work be undertaken at the request of the City, reimbursement will not be required.

1-1.28 SERVICE/TASK FREQUENCY

Service frequency varies depending on the task, maintenance location and season and is indicated below and on the Maintenance Performance Schedules. The table below summarizes parks maintenance tasks/services and frequency of completion.

TASK / SERVICE	FREQUENCY	
	November 1 to February 28	March 1 to October 31
Turf Maintenance (begins October 1, 2019)		
Mowing/Trimming	1 st and 3 rd week each month	Weekly
Aeration	N/A	Once between Oct 1 & Nov 15
Edging	1 st and 3 rd week each month	1 st and 3 rd week each month
Fertilization	NA	March, June and October
Weed Management	As needed	As needed
Moss Control	N/A	March or April
Meadow Maintenance (begins October 1, 2019)		
Mowing / Trimming	Once – Cut to 6"	N/A
Edging	NA	1 st and 3 rd week of each month
Weeding	As needed	As needed
Shrub Bed Maintenance (begins October 1, 2019)		
Prune Shrubs and Groundcovers	January	April, June, August and October.
Groundcover Edging	January	1 st and 3 rd week each month
Weed Control	As needed	As needed
Dead Heading	As needed	As needed
Fertilizing shrubs and ground covers	N/A	March and October
Mulch for Shrub Beds	Late Winter / Early Spring	N/A
Remove Dead Plants	As needed	As needed
Ornamental Grasses, and Perennials - Cut Back	End of Season	End of Season
Grant Street Pier and Plaza Clean-Up (begins August 15, 2018)		
Pavement Cleaning with Scrubber Machine	Once in Fall	Once in Spring
Wash Wood Deck	N/A	Once in Spring
Wash benches, wood steps		

and planter walls	N/A	Once a month
Trash/Litter/Debris collection, removal and disposal	Daily	Daily
Snow Ice Removal	Seasonal as needed	N/A
Park Clean Up (begins August 15, 2018)		
Pavement Cleaning with Scrubber Machine.	Once in Fall	Once in Spring
Pressure Wash Concrete and Stone Walls and Surfaces	Once in Fall	Once in Spring
Drinking Fountain – Clean and Disinfect	N/A – Shut Off	Daily
Restroom Cleaning	Daily	Daily
Play Equipment / Sand Area Cleaning	Monthly	Weekly
Blow Sand off of rubber surfacing and adjacent sidewalks	Weekly	Weekly
Wash Site Furnishings (Benches, Trash Cans, Bike Racks, Signs, Play Equipment etc.)	NA	Monthly
Trash / Litter Debris Collection, Removal and Disposal.	Daily	Daily
Mutt Mitt – Restock 2 containers	Daily/as needed	Daily/as needed
Snow / Ice Removal regional trail only	As needed	N/A

1-1.29 QUALITY CONTROL

Contractor is solely responsible, without further direction from the City, except as specified herein, to assure all work is being done per specifications. Contractor shall inspect every site weekly and check any outstanding Deficiency Work Orders daily, regardless of minimum requirements stated in these specifications.

Reporting: Contractor is responsible for several reporting requirements that will provide the City with valuable information about park conditions, in addition to work performed. Contractor shall provide a written summary of inspection, naming any problem areas, i.e., dry grass, saturated turf, silt wash across sidewalks or other issues, and shall describe action contractor is taking to correct the noted problem. This report shall be separate from the Maintenance Checklists. Contractor shall submit inspection reports monthly with invoice for monthly service.

A complete list of required documentation is included in SECTION 21 SUBMITTALS. Whenever work is performed at a site, a maintenance checklist should be used. If there are any items on the daily checklists that should be forwarded to the City for action or information (such as

vandalism, restroom toilet problems or large irrigation leaks), Contractor should forward the information to the Contract Administrator as soon as possible. Reporting of problems can be done anytime, and shall be submitted via telephone (followed by e-mail), or e-mail. These problem reports should be conveyed separately from the usual daily reports. Proactive reporting assists the City with identifying problem areas and allows staff to better respond to resident concerns.

The following reports must be included with monthly billing invoice, or payment can be delayed: Maintenance Checklists, Pesticide Report, Turf Conditions Report, Irrigation and Backflow test inspection reports. Reports other than Maintenance Checklists and Quality Control Summary shall be submitted electronically on an Excel spreadsheet.

Contractor will be required to submit an annual compilation of monthly reports of herbicides, pesticides and fungicides used, including the application date(s), time(s) of application, location(s) of application, brand name of material, EPA registration number, concentration, application rate, and amount of material applied.

SECTION 2 TURF MAINTENANCE

2-1.01 Description

Full compensation for providing turf maintenance services will be considered as included in the Contractor's bid price.

Contractor shall mow all turf a minimum of once each week from March 1 to October 31. From November 1 to February 28 turf shall be mowed once every two weeks, as long as turf length meets the following height standards: turf shall not be allowed at any time to grow taller than 3", nor at any time be cut shorter than 2 inches, unless noted differently for specific sites (no-mow areas etc.) Mowing shall be performed on the same day each week. This will result in approximately 45 mowings per site, per year.

Turf maintenance under this contract will not begin until October 1, 2019 When frequency is reduced (November 1 - February 28) there will be no less than seven calendar days or more than fourteen calendar days between mowings unless directed and approved by the Contract Administrator.

Any mowing missed due to inclement weather or wet ground conditions shall be rescheduled and completed within three workdays on the weekly schedule and within seven calendar days during the every two-week schedule. Contractor must notify City if mowing is rescheduled.

Contractor shall refrain from mowing if site conditions are such that turf may be damaged (saturated with water, standing water present or if turf is covered with frost). If site conditions are such that mowing needs to be suspended, Contractor shall notify City. Contractor shall provide a written explanation why turf is saturated. This shall be noted in an e-mail and in the Quality Control summary and maintenance checklists and forwarded to the City as soon as possible. Mowing within any saturated area(s) shall be postponed until the excess water has drained, infiltrated or evaporated (may be subject to determination by Contract Administrator). Contractor shall use other means as necessary to trim turf in areas that are saturated for two weeks or longer if mower access would rut turf. If turf is covered with frost, Contractor shall wait until later in the day to mow when the turf is frost free.

Prior to each mowing Contractor shall remove all trash, litter and debris from the entire turf area, regardless of whether the debris is a result of any maintenance activity and any other material or debris that is not part of the landscaping. Trash and litter includes but is not limited to paper, cans, bottles, broken glass, rocks, trash, broken limbs less than six inches in diameter, and fallen leaves and needles. All trash and litter collected shall be disposed of by the Contractor at an appropriate off-site location (not at any City facility). Any trash and litter cut or broken during mowing or other maintenance shall be completely removed immediately prior to proceeding with the maintenance of other areas/sites.

Turf shall not be allowed at any time to grow taller than 3", nor at any time be cut shorter than 2 inches, unless noted differently for specific sites (no-mow areas etc.). Depending on the site conditions and length of the grass at the time of mowing, Contractor shall adjust the cutting height so that no more than one third (1/3) of the grass height is removed in a single mowing, unless directed otherwise by the Contract Administrator. Scalping, scraping or crown damage to the turf will not be permitted. Equipment must be operated at a speed to provide the optimal desired cut designated by the standards required in this document or by the City of Vancouver. Mowing patterns shall be alternated each week. Mower blades shall be kept sharp and produce a clean cut. Equipment that results in torn grass blades with ragged edges is unacceptable.

Removal of cut grass from the turf area is required. Contractor shall collect the grass before moving on to another area. Cut grass and debris which falls or is thrown by equipment upon the streets, curbs, trails, pavements, sidewalks, shrub or planter areas, ground cover areas, tree wells, or adjacent properties shall be removed from the area prior to the exit of the work crew from the immediate work site. Under no circumstances shall Contractor blow any debris into the street and/or gutter and allow it to remain.

Contractor shall use caution when mowing over and/or around existing grade level enclosures, utility vaults, irrigation heads, valve boxes, etc. or other features and plants and trees within the turf area. If the mower damages any such features, the Contractor shall promptly notify the Contract Administrator and repair the damage at Contractor expense to the satisfaction of the Contract Administrator.

Contractor shall keep turf mowed/trimmed in such a manner and at such height that at the completion of mowing/trimming, the turf does not interfere with the operation of the irrigation system.

Reporting: Contractor shall inspect turf at each mowing to ensure the turf is in good health, without dry or saturated areas, consistently green, and free of weeds and voids. A report of turf conditions shall be submitted with the Contractor's monthly billing.

Contractor shall ensure that the turf remains in healthy condition and in neat appearance, normal for the season, subject to approval by the Contract Administrator.

2-1.02 Aeration

Lawn/turf areas shall be aerated once a year utilizing core aeration method. Cores may be left on turf provided they are evenly dispersed throughout the turf area. Aeration shall occur between October 1 and November 15. Contractor is responsible to repair any irrigation system damage caused by aeration. Contractor shall provide schedule of dates each area will be aerated to Contract Administrator by September 15th.

2-1.03 Trimming

Trimming shall be performed concurrently with mowing operations. Turf around or surrounding all structures, such as trees, poles, tables, seat walls, signs, fences, and shrub beds are to be trimmed closely, at the same height as larger areas of turf. Contractor will be held responsible for injury to trees as a result of trimming/mowing practices. Do not "dish out" ground around sprinkler heads.

2-1.04 Turf Edging

Edging shall be performed in the first full week of each month and the third week of each month. For this work, the "first full week of each month" is defined as the week which the 1st through the 7th day of the month falls on a Monday. The third week of the month is defined as two weeks following the first full week of the month. All sidewalks, curbs, steps, bench pads, and such similar hardscape areas shall be mechanically edged to a 1" depth and ¼" width where they exist exposing the concrete surface. The initial edging shall be completed with the first trimming. All edges must be maintained through duration of the contract. Edging and maintenance of edge shall use a vertical cut approach. All material dislodged by edging must be removed from the site.

2-1.05 Turf Fertilization

Contractor shall fertilize all turf areas three times a year, in March, June and October after the aeration has occurred. Fertilizer shall be complete balanced granular type fertilizer, such as Best Turf Supreme 16-6-8, or an approved equal, using one pound of nitrogen per 1,000 square feet and in accordance with manufacturer's application instructions. Fertilized areas shall be thoroughly watered immediately after fertilizer is broadcast. Burning due to fertilization shall be considered property damage and shall be corrected by the Contractor at no extra cost to the City. Contractor shall submit a report of the sites fertilized and amount of material applied at each site with each monthly invoice.

2.1-06 Moss Control

Contractor shall apply moss control once a year in the spring. Moss control granular shall be immediately removed from all paved surface to prevent staining of the concrete. Moss control shall be applied to manufactures recommended rates.

2-1.07 Turf Weed Control

See SECTION 5 Weed Control.

2-1.08 Turf Repair

All bare soil areas within lawn areas shall be prepared, reseeded and maintained back to a healthy stand of grass.

SECTION 3 MEADOW AREAS

3-1.01 Description

Full compensation for providing meadow area maintenance services will be considered as included in the Contractor's bid price.

Contractor shall mow meadow area once per year, in October or November after blooming period to a height of 6". Contractor shall allow the meadow cutting to remain on site. Do not catch the cuttings.

Contractor shall refrain from mowing if site conditions are such that meadow may be damaged (saturated with water, standing water present or if meadows is covered with frost). If site conditions are such that mowing needs to be suspended, Contractor shall notify City. Contractor shall provide a written explanation why turf is saturated. This shall be noted in an e-mail and in the Quality Control summary and maintenance checklists and forwarded to the City as soon as possible. Mowing within any saturated area(s) shall be postponed until the excess water has drained, infiltrated or evaporated (may be subject to determination by Contract Administrator). Contractor shall use other means as necessary to trim meadow in areas that are saturated for two weeks or longer if mower access would rut turf. If turf is covered with frost, Contractor shall wait until later in the day to mow when the turf is frost free.

Prior to the mowing Contractor shall remove all trash, litter and debris from the meadow areas, regardless of whether the debris is a result of any maintenance activity and any other material or debris that is not part of the landscaping. Trash and litter includes but is not limited to paper, cans, bottles, broken glass, rocks, trash, broken limbs less than six inches in diameter, and fallen leaves and needles. All trash and litter collected shall be disposed of by the Contractor at an appropriate off-site location (not at any City facility). Any trash and litter cut or broken during mowing or other maintenance shall be completely removed immediately prior to proceeding with the maintenance of other areas/sites.

Meadow areas shall be allowed to grow 8-10" tall. Consult with city of meadow conditions get taller than the projected 8-10" tall. Scalping, scraping or crown damage to the meadow areas will not be permitted. Equipment must be operated at a speed to provide the optimal desired cut designated by the standards required in this document or by the City of Vancouver.

Contractor shall use caution when mowing over and/or around existing grade level enclosures, utility vaults, irrigation heads, valve boxes, etc. or other features and plants and trees within the meadow area. If the mower damages any such features, the Contractor shall promptly notify the Contract Administrator and repair the damage at Contractor expense to the satisfaction of the Contract Administrator.

Reporting: Contractor shall inspect meadow areas to ensure the turf is in good health, without dry or saturated areas, consistently green, and free of weeds and voids. A report of meadows area conditions shall be submitted with the Contractor's monthly billing.

Contractor shall ensure that the meadow remains in healthy condition and in neat appearance, normal for the season, subject to approval by the Contract Administrator.

3-1.02 Meadow Edging

Contractor shall maintain a clean edge between meadow area and shrub beds and between meadow area and turf area. The meadow area needs to be confined and not allowed to spread into shrub or turf areas

3-1.03 Meadow Repair

All bare soil areas within meadow areas shall be prepared, reseeded and maintained back to a healthy stand.

3-1.04 Meadow Weeding

The intent of weeding meadow area is to remove invasive species and other plants not identified in the seed mix.

SECTION 4

SHRUBS, GROUNDCOVER AND PLANTER BEDS

4-1.01 Description

Full compensation for providing shrub, vine, and groundcover and planter bed maintenance services will be considered as included in the Contractor's bid price.

Contractor shall keep the shrubs, vines, groundcover, and shrub/flower/planter beds in an attractive, desirable, neat, trim and weed-free appearance through (but not limited to) continual and regular trimming and pruning of the shrubs (with heavy pruning occurring during the winter months), vines and groundcovers, regular operation and adjustment of the irrigation system, and weed removal/control. Contractor is expected to provide the highest level of quality in maintenance compatible with standard horticultural practices and modern techniques accepted by the industry.

It is expected the Contractor will provide a heavy pruning during the winter months to promote healthy new shrub and groundcover growth in the warm season. This is subject to the request and approval by the Contract Administrator.

Contractor is encouraged to use growth regulators and pre-emergent herbicides. Contractor shall obtain permission from the Contract Administrator prior to use. Contractor shall submit a written request describing the areas to be treated and the name and concentration of the material to be used. Use shall also be reported on the monthly pesticide report.

Contractor shall maintain all shrub, vine, groundcover, and planter and flower beds in a weed-free state at all times. Weeds shall be removed at the first sign of growth using proper horticultural techniques and weeding tools so that desirable plant material is not damaged. Contractor shall remove/destroy/kill all weeds within the areas to be maintained and from adjoining sidewalk, curb and gutter of the areas maintained.

Shrubs shall be kept trimmed/pruned at all times to at least six inches behind the back of all sidewalks and curbs, at least six inches from any header board or concrete mow band defining a shrub or planter bed, at least six inches from the face of any masonry fence/back-up wall, and six inches below the top of any fence/back-up wall. Shrubs in planters shall be kept trimmed to at least six inches from wall or wood seating. All trimming/pruning shall conform to the Western Chapter of the International Society of Arboriculture standards.

Groundcover shall be kept trimmed so it does not extend over sidewalks, pathways, and curbs or designated planting areas, including but not limited to those differentiated by headers or mow bands. Groundcover shall be kept trimmed six inches back from hard surfaced materials, header boards, and utility and equipment enclosures. Groundcover shall be kept trimmed one foot from the base of all shrubs and trees. Groundcover shall be kept trimmed to a maximum height of eight inches or the height of the sprinklers irrigating the ground cover, whichever is less, and so the groundcover does not interfere with the operation of the irrigation system. This may result in the ground cover being kept to less than eight inches. Ground cover shall be 'rounded over' to the back edge of the sidewalk or may be cut at a 45-degree angle away from the sidewalk so the groundcover will not interfere with the operation of the irrigation system. All groundcover shall be mowed annually if required by the type of plant material.

4-1.02 Trimming and Pruning

Trimming, pruning, and thinning of shrubs, vines and ground cover shall be performed a

minimum of five times per year. All shrubs, vines and ground cover shall be trimmed and brought into conformance with the specifications in the months of January, April, June, August and October. NOTE: Trimming/pruning may have to be performed more often than this to keep the plant material in conformance with these specifications.

Contractor shall proceed through an area in an orderly manner so as not to leave a "checkerboard" appearance during the trimming cycle. Upon completion of trimming all plant material shall be in full conformance with the specifications. If at the end of the specified months, the shrubs, vines and ground cover are not trimmed in conformance with these specifications; Contractor's invoice will be reduced by the amount for shrubs, vines and groundcover trimming in the prices submitted with Contractor's bid.

Shrubs and groundcover shall be kept trimmed so they do not at any time interfere with the operation of the irrigation system.

Shrubs, and groundcover shall be kept trimmed at all times to maintain a clear path to any feature requiring routine access, such as irrigation controller cabinets, water meter boxes, backflow prevention assembly enclosures, booster pump enclosures, and above ground utility cabinets and ground level vaults that belong to utility companies. Shrubs and groundcover planted adjacent to fences, building, walls, pedestal-type utility enclosures, subdivision name signs, entry monuments or other vertical elements shall be kept trimmed/pruned at all times so that branches do not rub, touch become entangled in the feature.

All material generated during trimming/pruning operations become the property of the Contractor and shall be removed from the site by the end of the day it was generated. Disposal of removed plant materials, especially diseased or infested specimens, shall be done in accordance with all applicable laws, codes, regulations and these special provisions.

Shrubs shall only be pruned with hand clippers or loppers to retain natural form of the shrub. Sheering or use of gas or electric hedge trimmers is prohibited. Should shrubs be pruned or trimmed with gas or electric hedge trimmers the contractor will be responsible to remove the shrub and replace it with a similar size or closest size available as approved by the owner.

4-1.03 Groundcover Edging

Edging of groundcovers shall be performed in the first full week of each month and the third week of each month. For this work, the "first full week of each month" is defined as the week which the 1st through the 7th day of the month falls on a Monday. The third week of the month is defined as two weeks following the first full week of the month. All sidewalks, curbs, steps, bench pads, and such similar hardscape areas shall be mechanically edged to a 1" depth and ¼" width where they exist exposing the concrete surface. The initial edging shall be completed during the first full week of January. All edges must be maintained through duration of the contract. Edging and maintenance of edge shall use a vertical cut approach. All material dislodged by edging must be removed from the site.

4-1.04 Fertilization for Shrubs, Groundcover and Planter Beds

Shrub, groundcover/planter areas shall be fertilized twice per year (March and October) as necessary to maintain healthy plants. Fertilizer shall be a triple 6 (6-6-6) or approved equal, and shall be applied at the rate of two pounds of actual nitrogen per 1,000 square feet. Follow all manufacturer instructions and pesticide reporting requirements (21-1.03).

4-1.05 Mulch for Shrub and Planter Beds

Annually add 1" of medium grind, Fir dark mulch to shrub and planters beds for season color. Mulch should be added in late winter, early spring.

4-1.06 Dead Plant Material

Contractor shall remove any dead plant material. Contractor shall report removal of dead plants and their opinion as to why the plant died to the Contract Administrator. Plants that die due to Contractor's negligence shall be replaced by Contractor with plant of same size as dead, at no cost to the City. Dead flower material shall be removed as needed, with care not to remove new buds. In late fall, dormant ornamental grasses shall be cut down to within 6" of the surround soil elevation.

SECTION 5 WEED CONTROL

5-1.01 Description

Full compensation for providing weed control maintenance services in this section will be considered as included in the Contractor's bid price.

Contractor may use chemical or mechanical methods or a combination thereof to control weeds. Non-restricted chemicals shall be used for weed control, supplemented by mechanical and/or hand removal of all weeds or grasses as necessary.

Throughout the contract, Contractor shall actively inspect the areas of work for weed growth and shall immediately take action to control or remove the weeds at first sign of growth. Contractor shall not expect City to notify Contractor of when action is required. The City notifying Contractor to remove/control weeds will be considered a deficiency and subject the Contractor to a reduction in payment.

Contractor is responsible for all damages, such as those related to fire resulting from uncontrolled weed growth.

5-1.02 Turf

A regular program of pre- and post-emergent weed control shall be used as often as is necessary to keep turf areas a minimum of ninety (90%) free of weeds. Weeding may be done manually or by using selective herbicides or pre-emergent sprays. Non-restricted chemicals shall be used whenever possible for weed control supplemented by mechanical and/or hand removal of weeds as necessary. Contractor shall exercise extreme care in the use of selective herbicides so application will not damage any other plants. Should non-target turf or shrubs be damaged by Contractor's application, Contractor shall be responsible for replacement of all damaged plant material with the same plant material that is the same size as that damaged. Any herbicide application shall be in full conformance with manufacturer's directions and report chemical usage on Pesticide Report (21-1.03).

5-1.03 Other Surfaces

All weed/plant growth in cracks, seams and/or joints of all paved areas such as sidewalks, curbs, boulders, gabion, stone and concrete walls, catch basins etc. shall be cut down to the pavement surface during the completion of each mowing cycle. Areas at and under fences that border on neighboring property shall be kept free of weeds and trash. Areas between fence lines and curbs or curb lines and areas between fence lines and roads or walkways, including tree wells, shall be kept free of weeds and trash. Play areas and areas with alternative surfacing (i.e., crushed rock,

poured in place rubber, sand) shall be kept weed and trash-free. Specialty soil areas such as paths shall be kept weed-free at all times. The use of herbicides and pre-emergent herbicides to control such growth is permitted. Herbicide usage must be in compliance with Washington State Department of Agriculture (WSDA) Pesticide Regulations.

5-1.04 Shrub Beds

A regular program of pre- and post-emergent weed control shall be used as often as is necessary to keep turf areas reasonably weed free and shrubs, planters and vines entirely weed free, subject to determination by the Contract Administrator. Weeding may be done manually or by using selective herbicides or pre-emergent sprays. If sprays do not work due to weather conditions, etc., follow-up treatment or hand weeding should be determined through contractor quality control checks. Non-restricted chemicals shall be used whenever possible for weed control supplemented by mechanical and/or hand removal of weeds as necessary. If the City needs to point out locations with high weeds, the contractor will be deficient. Contractor shall exercise extreme care in the use of selective herbicides so application will not damage any other plants. Should non-target turf or shrubs be damaged by Contractor's application, Contractor shall be responsible for replacement of all damaged plant material with the same plant material that is the same size as that damaged. Any herbicide application shall be in full conformance with manufacturer's directions and report chemical usage on Pesticide Report (21-1.03).

5-1.05 Fence Lines

Areas at and under fences within a site or one that borders on neighboring property, shall be kept free of weeds. Areas between fence lines and curbs or curb lines and areas between fence lines and roads or walkways, including tree wells, shall be kept free of weeds and trash.

SECTION 6 ORNAMENTAL GRASSES, ANNUALS AND PERENNIALS

6-1.01 Description

Full compensation for providing ornamental grasses, annuals and perennials maintenance services in this section will be considered as included in the Contractor's bid price.

6-1.02 Ornamental Grasses

At the end of each season, ornamental grasses shall be cut back to within 6" of the ground level after the foliage has died back. The bed shall then be raked level and all debris removed and disposed of by the Contractor.

6-1.03 Annuals and Perennials

At the end of each season, perennials shall be cut back to ground level after the foliage has died back (3-1.01 and 3-1.05).

6-1.04 Deadheading

Trim ground cover and flowering plants back as appropriate when flowers have completed growth cycle to promote new growth and maintain healthy plants. Spent flower heads will be removed from plants weekly.

SECTION 7 INTEGRATED PEST MANAGEMENT

7-1.01 Description

To the greatest extent practicable, the City expects the Contractor to use Integrated Pest Management practices, principals, and concepts and least toxic methods of pest control to achieve

the expected/specified results.

Contractor shall provide a written report of Integrated Pest Management practices, principals, and concepts and least toxic methods of pest control used during the previous 12 months (July 1-June 30).

The Contractor shall analyze plant problems and apply correct types and rates of fertilizers, insecticides, fungicides and herbicides.

Any insecticides, pesticides, herbicides, fungicides, and/or fertilizers used shall be applied in accordance with manufacturer's instructions. Contractor shall advise the Contract Administrator in writing prior to the application of any insecticides, pesticides, herbicides, fungicides, and/or fertilizers.

Contractor shall provide City with Safety Data Sheets for all insecticides, pesticides, herbicides, fungicides, and/or fertilizers proposed for use prior to their actual use.

Contractor is solely responsible for any damages due to Contractor's application or misapplication of insecticides, pesticides, herbicides, fungicides, and/or fertilizers.

7-1.02 Scheduling

Contractor shall provide a site-specific schedule showing where, when and what insecticides, pesticides, herbicides, fungicides, and/or fertilizers will be applied at least five working days prior to application.

7-1.03 Reporting

Each month, the Contractor shall submit a written report with their billing invoice that shall describe the application date(s), time(s) of application, location(s) of application, brand name of material, EPA registration number, concentration, application rate, and amount of material applied. Report shall be in an electronic format compatible with City software. A spreadsheet formatted in Microsoft Excel is preferred. Monthly billing invoices submitted without a report will not be paid until the report is received. Contractor must submit a report even if no insecticides, pesticides, herbicides, fungicides, and/or fertilizers were applied during the month.

Contractor shall comply with all applicable County, State or Federal regulations regarding pesticides, herbicides and fertilizers.

SECTION 8 PLAZA AND PIER MAINTENANCE

8-1.01 Plaza and Pier Walking Surfaces

Maintenance services are required for the pier and plaza area and around two private owned restaurant buildings. Debris and trash removal, irrigation checks and repairs, weed control and other items should be consistent with the maintenance of the rest of the park, including shrub trimming and irrigation repairs. Plaza area shall be washed with a sidewalk scrubber machine 3 times per year. Contractor shall not use any detergents or solvents which are detrimental to the landscaping or paved areas/hard surface areas. Pier shall be pressure washed gently 1 time per year and shall consist of power washing between boards with low pressure and minimal damage to wood or water discharged directed into the river.

Snow and ice removed at the pier and plaza is the responsibility of the contractor. No materials

that will stain or color the underlying payment/materials can be used.

Plaza and Pier Maintenance will begin August 15, 2018

8-1.02 Site Furnishings

See SECTION 13 Site Furnishings.

SECTION 9 IRRIGATION SYSTEM OPERATION AND MAINTENANCE

9-1.01 General

Full compensation for providing irrigation system operation and maintenance services in this section will be considered as included in the Contractor's bid price, unless specifically noted otherwise. Contractor is responsible for all repairs and adjustments from the lateral line to the top of the sprinkler head, and flush valves for drip systems. Additional repairs shall be authorized by the Contract Administrator and charged in accordance with the price schedule for Miscellaneous Repairs and Incidentals that is part of Contractor's bid. Contractor may be asked for a proposal for repairs that are not included in this bid.

Monitoring the park systems, periodic irrigation system checks and report of any damaged, broken, or malfunctioning components is also considered as included in Contractor's bid price. Contractor shall assign at least 1.5 full-time employees as irrigation supervisors for the duration of this contract with a certified landscape technician, irrigation certification.

The contractor is required to monitor the field system for proper operation and is required to monitor valve run times and make recommendations to the City for timing adjustments. Contractor may be asked to perform needed repairs. Contractor is to provide a one-year warranty on all irrigation repairs.

9-1.02 Irrigation for Turf, Shrubs, Groundcover and Planter Beds

All Turf, shrubs, ground cover, and planter bed areas shall be irrigated to maintain a healthy plant appearance at all times. Water run-off or saturated/flooded areas will not be permitted. Contractor is expected to modify irrigation schedule to accommodate changes in seasons and weather conditions. The application is to be slow enough for the water to soak in rather than run off. Contractor should not wait for direction from the Contract Administrator to modify the irrigation schedule. Should City have to direct Contractor to adjust or modify the irrigation schedule, it can be considered the Contractor's lack of diligence in prosecuting the contract.

9-1.03 Maintenance and Repairs

Contractor is responsible for all repairs and adjustments from the lateral line to the top of the sprinkler head, and flush valves for drip systems. Additional irrigation repairs shall be authorized by the Contract Administrator and charged at the time and materials rate.

During normal maintenance operations for all parks (regardless of the type of irrigation control system), the contractor shall constantly watch for possible irrigation system anomalies or needed repairs (monitoring the park systems), such as areas being too wet or too dry, water runoff into the gutters, missing sprinklers, stuck valves, dead batteries, etc. The contractor should perform a periodic system check as deemed appropriate (no less than once per month, and more often if the Contract Administrator deems necessary or site conditions warrant) to minimize water waste and assure healthy landscaping. A system check includes activation of all remote-control valves and booster pumps, adjusting sprinklers heads and nozzles so water is delivered appropriately

to the landscape with a minimum of overspray onto hard surfaces, sidewalks and streets.

All irrigation systems shall be tested and inspected at least once per month in accordance with the following requirements:

- All systems shall be adjusted to provide adequate coverage of all landscape areas and to prevent excessive water run-off, erosion and watering of roadways.
- Any observed malfunctions, damage, and obstructions to the irrigation system shall be recorded and corrective action taken.
- In addition to monthly testing, all irrigation systems shall be tested and inspected as necessary when damage is suspected, observed or reported.

9-1.04 Adjustment, Damage and Repairs

All sprinkler heads shall be adjusted to maintain proper coverage. Adjustment shall include actual adjustments to heads, cleaning and flushing heads and lines, and removal of obstructions.

All damage resulting from the Contractor's operations shall be repaired or replaced at the Contractor's expense prior to the end of the workday.

The Contract Administrator may consider waiving these fees on a case by case basis if justified by Contractor, but generally damage and repairs for causes other than the Contractor's operations will be paid for as follows:

- Minor irrigation system repairs shall include the adjustment in height and direction of the irrigation heads, lateral line repairs, valve repairs, replacement of spray nozzles, washers, broken risers, solenoids and other small parts. Minor repairs shall be made as they are encountered and/or upon request by the Contract Administrator.
- Full compensation for all adjustments and for providing minor irrigation system repairs shall be considered as included with the stated monthly contract prices.
- Major repairs shall include, but are not limited to, accidents, vandalism, mainline repairs, replacement of valves, height adjustments to valve boxes and quick couplers, and repairs to irrigation wires.

9-1.05 Winterization and Spring Activation

The contractor shall shut down, drain by blowing air thru system and winterize the entire irrigation system in preparation for winter weather by November 1st of each year.

Activation of the irrigation system shall occur by March 15th of each year. Activation includes activation of all valves/remote control valves, repair breaks and equipment malfunctions and adjusts sprinkler heads and nozzles so that water is delivered appropriately to the landscape.

A report of all deficiencies and an itemized cost by site and overall total cost to repair shall be provided by March 30th. The report shall include a description of the problem, location and extent of the damage and a materials list for each site. Should the system not be operating properly, Contractor shall notify the Contract Administrator. Full compensation for providing these winter

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and monthly irrigations checks will be considered as included in the contract price. Contract Administrator will then direct Contractor to proceed with the repairs as appropriate. Cost for repairs shall be in accordance with Contractor's contract unit prices and supplemental price schedule, when necessary.

The contractor shall have the backflow devices tested and testing reports sent to the Contract Administrator for code compliance and copies at the Parks and Recreation department.

Irrigation systems shall be fully operational by May 1 every year.

9-1.06 Watering Times

The City will pay directly for all water costs. The Contractor should verify watering times are scheduled so that no irrigation occurs between the hours of 7 a.m. and 10 p.m. Any observed watering outside of this schedule must be corrected by Contractor.

Any vandalism of the irrigation system shall be reported to the Contract Administrator and repaired by the Contractor.

Irrigation system and controller operation shall be regularly monitored and controlled/adjusted to prevent over-spray, excessive run-off, pooling, ponding, saturated areas, under watering and overwatering. All planted areas shall follow a planned watering schedule differing only as required by the season of the year. The Contractor shall adjust and improve the schedule per weather conditions and season and should not wait for direction from the Parks and Recreation Department. Contractor shall advise the Contract Administrator via email when changes are made to the watering schedule.

If City requests changes to irrigation programming/scheduling, Contractor shall comply with the request. The Contractor is expected to regularly monitor and adjust the irrigation system as part of regular service and not rely on the City to provide direction. If the City continually must direct/ask the Contractor to monitor and adjust the irrigation system, this can be considered a deficiency and may be considered grounds for terminating the contract. Contractor shall ensure controllers are set to the proper time which includes adjusting the controllers for the beginning and end of daylight savings time. Controllers that are not set to the correct time shall be considered deficient.

9-1.07 Seasonal Water Adjustments

Contractor shall adjust the water budget considering the season of the year. From November 1 to April 30, irrigation controllers should be turned off. From May 1 through October 31, irrigation should run 4-5 days a week or as needed to keep landscape healthy, green and thriving. Controller run times should be adjusted by percent depending on seasonal weather conditions. An example adjustment schedule would be 50% for March, 65% for April, 80% for May, 100% for June, 100 % for July, 100% for August, 80% for September, 50% for October. Contractor shall adjust as necessary depending on weather conditions and subject to approval by the City. City budget restrictions or other external factors may prompt a City request of the contractor to make additional adjustments; all considered to be a part of normal service to be provided by the Contractor.

Contractor may be asked to temporarily turn off the irrigation at a location to accommodate a special event. Temporary adjustments to irrigation controller operation shall be considered part of normal service to be provided by Contractor. Whenever possible, the Contractor will be

advised in writing regarding the date(s) irrigation is to be suspended and the date to resume normal irrigation.

SECTION 10 PARK CONCRETE AND STONE SURFACE CLEANING

10-1.01 Paved Concrete and Stone Walking Surfaces.

Cleaning of concrete and stone paved walking surfaces such as trails, picnic areas, concrete around play equipment, and areas under and around tables and benches, shall be blown and washed off twice per year or more often as needed if they are found in dusty, grimy or sticky condition. Cleaning shall utilize a sidewalk scrubber type equipment. At completion of washing, the paved/hard surface/concrete areas shall have a clean, uniform appearance, free of streaks, spots, and other evidence of soil and/or debris. Sidewalks shall be cleaned with a sidewalk scrubber machine or similar device. Contractor shall not use any detergents or solvents which are detrimental to the landscaping or paved areas/hard surface areas. Snow and ice removal on the regional trail and sub-trails are the responsibility of the contractor.

10-1.02 Stone and Concrete Surfaces:

Cleaning of concrete and stone walls, stone seat walls and steps shall be washed twice per year or more often as needed if they are found in dusty, grimy or sticky condition. Stones with a natural brown face shall only be washed with standard water hose pressure less than 100 psi (No pressure washing allowed on brown faced rocks) Pressure washing equipment may damage the natural brown faces. Pressure washing concrete, grey and black stone surfaces are acceptable. At completion of washing, the stone surface/concrete areas shall have a clean, uniform appearance, free of streaks, spots, and other evidence of soil and/or debris. Contractor shall not use any detergents or solvents which are detrimental to the landscaping or paved areas/hard surface areas.

SECTION 11 GRAFFITI ABATMENT AND REMOVAL

During normal maintenance, Contractor shall abate graffiti from all surfaces.

As noticed during normal maintenance operations, Contractor shall report graffiti on all other locations such as walls, inside restrooms, site furnishings such as benches, trash receptacles, and play equipment within the maintenance area to Contract Administrator. Contractor is expected to abate graffiti from these improvements, but it is essential that vandalism be reported. Contractor shall use approved graffiti abatement products that will not further damage based materials and equipment.

SECTION 12 PARK CLEANLINESS AND MAINTENANCE ACTIVITIES

Full compensation for providing park maintenance services in this section will be considered as included in the Contractor's bid price.

12-1.01 Trash Collection

Contractor shall collect, remove and properly dispose of all trash, litter and debris from each park site daily or as determined by the Contract Administrator. All litter/debris collected must be

removed from the park in which it was collected. Contractor is responsible for the proper disposal of all material collected. At no time shall Contractor store any trash, litter, debris at any park site. Upon completion of task, the site shall be clear of all trash/litter/debris. The City has provided 14 trash and recycling cans.

Litter/debris removal means the collection and proper disposal of all debris including but not limited to paper, cans, bottles, broken glass, rocks, trash, broken limbs, and all fallen leaves, needles, cigarettes butts and any other material or debris that is not part of the landscaping, regardless of whether the debris is a result of Contractor maintenance activity. Removal of litter/debris includes the sweeping or blowing of all hard surface areas within the project area such as table pads, sidewalks, parking lots and driveways. Trash collection is to occur daily and as necessary to maintain safe and clean parks throughout the week with an emphasis on weekends and Monday mornings. Contractor shall empty trash containers daily and as necessary to provide clean and reasonably odor-free containers with sufficient capacity for park user needs.

12-1.02 Reporting

With each month's billing, Contractor shall submit a report in spreadsheet form indicating the amount of material disposed and the location at which it was disposed. Spreadsheet shall be transmitted electronically and shall be on software compatible with City software (template provided upon request after contract award).

Any debris/material in the project area that Contractor feels is too large for the scope of this contract (solid, large pieces of debris, i.e., full-size furniture, etc.) shall be reported as soon as possible to the Contract Administrator. Contractor shall contact Contract Administrator for a determination at time found. Information shall be noted on maintenance checklists.

12-1.03 Clean and Disinfect Drinking Fountains

Contractor shall clean and disinfect all drinking fountains with a quad-type disinfectant on same schedule as trash collection (1-1.28). Areas to be cleaned and disinfected include all orifices and the drain of the fountain. After cleaning, the entire drinking fountain shall be free from streaks, stains, spots, smudges, scale, and other evidence of soil. Drain shall be free flowing. Contractor shall repair any inoperable fountain or fixture.

12-1.04 Cleaning Supplies/Caution Signs

Contractor shall provide all equipment and cleaning supplies and products as necessary to accomplish the services required by this contract. Contractor shall re-supply restrooms each service visit with City-approved restroom supplies.

Contractor shall display prominent caution signs when performing cleaning tasks which may cause hazardous conditions. These signs shall always be used during normal working hours when Contractor is creating wet or slick floors and/or working with heavy items over 7' above floor surfaces.

12-1.05 Restrooms

Restrooms must be cleaned and disinfected by 9 a.m. daily. After cleaning, restrooms will be clean, sanitary, and free of unacceptable odors. Restrooms shall be serviced daily to maintain clean, safe odor-free facilities. At a minimum, the following actions shall be performed at each cleaning to accomplish these results:

Completely damp-clean and disinfect with a quad-type disinfectant all surfaces of partitions, stalls, stall doors, and wall areas adjacent to wall-mounted lavatories, urinals and toilets; toilet bowls, urinals, lavatories, showers, dispensers, mirrors, metal surfaces, and other such surfaces using a germicidal detergent. Remove smudges, fingerprints, marks, streaks, etc., from washable surfaces of walls, partitions, doors, furnishings, and fixtures. Germicidal detergent shall be used in the restrooms. Any buildup of dirt or foreign material must be scrubbed off, as necessary. After cleaning, the surfaces shall have a clean, uniform appearance, free of streaks, spots, and other evidence of soil.

Scrub and de-scale toilet bowls. After scrubbing and de-scaling, the entire surface shall be free from odor, urine or fecal material, streaks, stains, scale, scum, mineral deposits, and rust stains.

Restrooms shall be sufficiently stocked so that supplies do not run out prior to next servicing. The Contractor shall provide paper seat covers where there are dispensers, toilet paper, where there are dispensers, and liquid, gel or powdered hand soaps where there are dispensers. The quality of such supplies shall be approved in advance by the City. All paper products shall contain a minimum of 20% post-consumer content. If dispensers are found missing, Contractor shall request replacement from Contract Administrator.

All floor drains shall be flushed at least once a week.

12-1.06 Sharp Container Product Removal.

See SECTION 1-1.12 Safety.

SECTION 13 SITE FURNISHINGS

13-1.01 Description

Contractor shall wash and wipe clean all site furnishings such as tables and benches, lounging steps at Pier and concrete seat walls in plaza, trash can enclosures, play equipment, etc., once a month or when they are found in dusty, grimy or sticky condition during a service day. At completion of washing, site furnishings shall have a clean, uniform appearance, free of streaks, spots, and other evidence of soil. Contractor shall not use any detergents or solvents which are detrimental to the landscaping or site furnishings. If boards within the site furnishing (benches, tables, etc.) are damaged, Contractor shall contact Contract Administrator to discuss how and when to repair. Material for this task should be agreed upon and bill separately.

13-1.02 Special Events

Additional service shall be provided for special events and should be pre-approved by Contract Administrator.

13-1.03 Site Structures

The exterior of site structures, such as Portland Loos and electrical building shall be washed off twice a month or more often as needed if they are found in grimy or unacceptably dirty condition. At completion of washing, site structures shall have a clean, uniform appearance, free of streaks, spots, spider webs and other evidence of soil. Contractor shall take all necessary precautions to prevent damage to the structures during washing including preventing water from entering structure. At the completion of washing, all dust, dirt, lint, litter, spider webs, etc., from all walls, sills, ledges, ceilings, etc., is expected to be removed. Contractor shall not use any detergents or solvents which are detrimental to the landscaping or site structures.

13-1.04 Masonry and Stone Walls, Rock Steps and Stone Seats

Masonry and Stone Walls, Rock Steps and Seats which are damaged or which require repair, graffiti removal, shall be reported to the Contract Administrator. Repair, graffiti removal, etc., of masonry and stone walls, rock steps and seats is considered an included service unless the damage was caused by Contractor's actions. If damage is a result of Contractor's actions, Contractor shall arrange and pay for repairs.

SECTION 14 RODENT CONTROL

Contractor shall notify the Contract Administrator upon noticing evidence of rodents. Contractor will also fill in old rodent holes as requested to maintain safety in parks.

SECTION 15 SAND AND PLAY AREA INSPECTION AND MAINTENANCE

The sand play area (urban beach) and adjacent play area shall be inspected to ensure it is in proper working order with no worn, damaged or broken parts. If worn, damaged or broken parts are discovered, Contractor shall immediately secure the site to prevent anyone from using the affected piece of equipment and mark with caution tape. Contractor shall then notify the Contract Administrator.

Contractor shall inspect sand area each day Contractor is at the site to perform service to ensure there is no injurious material in the surfacing. All foreign material shall be removed from the sand area. This includes small debris such as drink box straws, candy wrappers, cigarette butts, etc. No trash of any size should be present in the sand area.

Blow Sand off of rubber surfacing and adjacent sidewalks back into the sand area.

SECTION 16 DOG WASTE DISPENSERS

Contractor shall restock dog waste bag dispensers daily as needed. City will provide dog waste bags which Contractor will pick up at the Operations Center. Contractor shall remove any graffiti from these dispensers, as needed, and will notify Contract Administrator if any are missing or in disrepair.

SECTION 17 LIGHTING

Contractor shall visually inspect the area at each cleaning. Lights that are not working shall be reported to the Contract Administrator. Contractor shall be alert to any signs of wire theft such as loose or missing hand hole covers and/or pull box lids that are ajar or missing. When signs of wire theft are discovered, Contractor shall report such signs to the Contract Administrator.

SECTION 18 DISPOSAL OF MATERIALS

Contractor must recycle or compost all green waste (grass clippings, leaves, pruning's, etc.) from City property in a manner that does not add to solid waste. No trash or green waste covered in this contract may be disposed of at City Parks or at the Operations Center.

To the greatest extent practicable, contractor shall separate green waste from trash and dispose of each separately.

Contractor must provide monthly accounting for waste disposal, including description of material, copies of certified weight tickets and description of where material is being recycled or disposed. Monthly billing invoices will not be paid unless monthly report is submitted. Contractor shall also submit the report electronically in an Excel spreadsheet or other program that is compatible with City software (21-1.03).

SECTION 19 EMERGENCY RESPONSES

Contractor shall provide emergency response within 60 minutes of notification of any calls for service outside normal working hours. This emergency response is to be used to secure the problem; repairs are to be accomplished during regular working hours. Emergency response time is considered additional service on a time and materials basis. Emergency response will be compensated at the rate included in the Schedule of Compensation.

SECTION 20 INCIDENTAL MAINTENANCE SERVICES

All incidental maintenance services, such as unusual emergency and/or after-hours response, irrigation repair or request for additional non-scheduled service, special event support must be approved by the Contract Administrator prior, except for major irrigation emergencies. Payment for approved incidental maintenance services shall be based on Contractor's Schedule of Compensation. If Contractor is requested to perform an incidental maintenance service that is not listed on the Schedule of Compensation, contractor shall submit a proposal for the repair detailing the labor and material costs separately. Should the City decide to have the Contractor perform the work, a contract change order will be processed for the work. Incidental maintenance services may include, but are not limited to, the following:

- Non-emergency Irrigation system repairs.
- Replacement or reestablishment of trees, shrubs, groundcover plants, and/or turf.
- Other non-routine service(s) that may or may not be described in this document that may be requested by the City.
- Special Event Support and Services on a per hour per person basis

20-1.01 Various Common Repairs

The City may request various unplanned common repairs or services or work such as irrigation system repairs, emergency call out, or plant/tree replacements typically performed at parks or in street or open space maintenance but that are unpredictable in both frequency and quantity.

SECTION 21 SUBMITTALS

In addition to maintenance tasks, this project requires Contractor to perform various reporting tasks. Overall monthly reports should be submitted electronically to Contract Administrator. If that is not possible or will be delayed, a hard copy of any reports/documents can be submitted with approval of Contract Administrator.

21-1.01 Bid Submittals

The following items must be submitted with bid:

- Contractor shall provide at least three references with their bid. At least one reference must be a public agency. All references must be able to confirm Contractor is currently providing service at a satisfactory level or the Contractor's bid may be disqualified.
 - Submit 1 original and 3 copies.
- Response to questionnaire.
 - Contractor shall provide a written response to the questionnaire provided. The submittal shall be on 8 ½" x 11" papers and shall be no more than 20 double sided or 40 single sided sheets of paper.
 - Submit 1 original and 3 copies.

21-1.02 Post Bid - Contract Award Submissions (Upon Request)

Once identified for contract award, Contractor shall be ready to submit the following items within fifteen (15) calendar days (unless otherwise noted) after Notice to Proceed/contract award:

Work Schedule: Contractor shall provide a preliminary schedule of days and times of the week that maintenance services will be performed for review by the city. A Notice to Proceed will not be issued prior to providing said schedule.

Quality Assurance/Quality Control Program (QAP): Contractor shall have a quality assurance/quality control program that includes procedures that are required to ensure that work is being internally inspected and providing full protection of work and materials. A copy of the QAP shall be provided.

Qualified Applicators Certificate: Contractor shall possess or have someone from the company assigned to this project that possesses a Qualified Applicators Certificate issued by the State of Washington Department of Agriculture. Contractor shall provide a copy of certificate as supplemental criteria after the bid. Certificate shall include but not be limited to pesticide, fertilization and weed control.

21-1.03 Required Report Submittals

During course of contract Contractor is to provide the following:

1. Irrigation System Report: An initial complete irrigation system check must be accomplished by March 30th, with a report of all deficiencies and a cost to repair them must be provided to the Contract Administrator by April 15th. The report shall include a description of the problem, location and extent of the damage.
2. Key Control: Contractor shall have a written key control program available upon request. Keys must be requested and signed for. If any Contractor personnel lose keys (for any reason), the Contract Administrator should be notified filed before additional keys may be requested.
3. List of Materials and Supplies: Contractor shall submit a list of supplies to the Contract Administrator.
4. Safety Data Sheets: Contractor shall provide City with Safety Data Sheets for all cleaning

supplies, insecticides, pesticides, herbicides, fungicides, and/or fertilizers proposed for use prior to their actual use.

5. Pesticide Application Schedule: Contractor shall provide a site-specific schedule showing where, when and what insecticides, pesticides, herbicides, fungicides, and/or fertilizers will be applied at least five working days prior to application.
6. Project Manager: Designation Contact information for the Project Manager (supervisor) who shall be responsible for the performance of the work and an alternate(s) who shall act for the Contractor when the Project Manager is absent shall be provided upon contract award.
7. Tree Health Report: The Contractor should inspect, upon contract award, all trees. Observed tree damage should be documented by Contractor in writing to the Contract Administrator.
8. Work Schedule: Within ten calendar days after City Council approval of this contract, Contractor shall submit a final work schedule showing the proposed days and location(s) of the maintenance work to be performed. Contractor will not be allowed to commence work until a work schedule is submitted. Should Contractor wish to later modify this schedule, a written request must be submitted to and approved by the Contract Administrator prior to the revised schedule becoming effective. The City's Public Works Field Inspector schedule is largely based on this Contractor's schedule of maintenance.
9. Monthly Billing Submissions: Several items are required in addition to monthly billing invoice before City will process payment. Reports other than daily maintenance checklists should be submitted electronically on an Excel spreadsheet or other program that is compatible with City software. Contractor shall provide the following reports with monthly billing invoice:
 - a. Certified Delivery Slips: Certified delivery slips for all material(s) required for use in carrying out with this contract or any subsequent change order, such as fertilizers, paper products for bathrooms, cleaning supplies, irrigation repair components, engineered wood fiber, etc. Materials shall be as specified unless an alternate is approved. Upon request, samples of the material supplied shall be submitted to the Contract Administrator for review and approval.
 - b. Maintenance Checklists: A completed checklist shall be submitted to Contract Administrator for each day's work at each location.
 - c. Pesticide Report: This report shall include the application date(s), time(s), and location(s) of application, brand name of material, EPA registration number, concentration, application rate, and amount of material applied. Contractor must submit a report even if no insecticides, pesticides, herbicides, fungicides, and/or fertilizers were applied during the month. An annual compilation of these reports will be required each July.
 - d. Turf Conditions Report: Summary of turf conditions at each mowing.
 - e. Quality Control Summary: A monthly summary of inspection/quality control checks performed by the Contractor should be provided every month with the billing. This

report may be provided electronically on a form developed by contractor or may be sent as an e-mail. Contractor should follow-up on receipt of any e-mails if acknowledgement is not received.

10. Pest Management Report: Contractor shall provide a written report of Integrated Pest Management practices, principals, and concepts and least toxic methods of pest control used during the previous 12 months (July 1-June 30).

ATTACHMENT E COST PROPOSAL

Scope of Work

Park grounds keeping, maintenance and cleaning services for the Vancouver Waterfront Park and Grant Street pier located at 695 Waterfront Way in Vancouver Washington.

Questions regarding this project may be addressed to Mike Wolfson, Procurement Specialist at:
Mike.Wolfson@cityofvancouver.us.

The City intends to award a Contract for these services for three (3) years, commencing on the date of award. Some items may be ordered on an "as needed" basis. The City of Vancouver reserves the right to offer contract extensions for up to an additional two (2) years.

The period of this Bid and its prices shall be for one (1) year, commencing on the effective date of the contract. The Contractor may request adjustments to the rates of compensation on an annual basis. If the extensions would be in the best interest of the city, in consideration of market conditions, the City may allow increases/decreases of the actual rates of compensation. Suppliers shall provide with the request complete documentation to support the adjustment request. The basis for compensation adjustments shall be the Seattle-Tacoma-Bremerton CPI-U. Any adjusted pricing will become effective on the anniversary date of the Contract, and shall be firm and fixed for the remainder of the contracted period.

- NOTE:**
- Show prices in legible figures (not words) written in ink or typed.
 - Where conflict occurs unit price shall prevail.
 - Your bid will be considered irregular and will be rejected if:
 - The unit price is left blank and a price per unit cannot be determined by equally dividing into the total price so as to result in a whole number.
 - Your bid shall be considered *non-responsive* and therefore, void if:
 - Figures are illegible
 - Minimum bid requirements are not met (when applicable)

SCHEDULE "A" – GROUNDSKEEPING PER YEAR (LANDSCAPE & IRRIGATION)

Item No.	Approx. Quantity	Items with Unit Price Bid	Unit Price	Total Price
1A	45 EA	Lawn Mowing / Trimming	\$192.45	\$8,660.28
2A	26 EA	Lawn Edging	\$138.09	\$3,590.35

Item No.	Approx. Quantity	Items with Unit Price Bid	Unit Price	Total Price
3A	1 EA	Lawn Aeration	\$218.54	\$218.54
4A	1 LS	Lawn / Turf Weed Management	Lump Sum	\$397.35
5A	1 Year	Meadow Areas Mowing	\$628.88	\$628.88
6A	26 EA	Meadow Areas Edging	\$17.22	\$447.69
7A	1 LS	Meadow Area Weed Control	Lump Sum	\$370.21
8A	45 EA	Lawn: Blow all Walks Clean (After Each mowing)	\$1,937.13	\$1,937.13
9A	5 EA	Shrub / Groundcover Pruning:	\$1,443.81	\$7,219.05
10A	26 EA	Shrub / Groundcover Edging:	\$40.56	\$1,054.66
11A	1 LS	Weed Control	Lump Sum	\$12,833.22
12A	1 EA	Shrub Beds: Apply 1 inch Bark Mulch to all shrub beds (79,700 S.F.)	\$12,829.96	\$12,829.96
13A	52 EA	Shrub Bed: Dead Head Perennials and Shrubs	\$11.92	\$619.88
14A	1 Year	Ornamental Grasses and Perennials – Cut Back	\$64.41	\$3,349.09
15A	1 EA	Irrigation: Turn On Irrigation System	\$758.09	\$758.09
16A	1 EA	Irrigation: Turn Off Irrigation System	\$252.70	\$252.70
17A	4 EA	Irrigation: Backflow Testing	\$31.59	\$126.35
18A	1 Year	Irrigation: Maintain System	\$5,706.73	\$5,706.73

Item No.	Approx. Quantity	Items with Unit Price Bid	Unit Price	Total Price
19A	1 LS	Trees: Rake Leaves (January, October, November, December)	Lump Sum	\$4,821.31
Subtotal Schedule "A" Grounds keeping (Landscape & Irrigation)				\$65,821.47
Washington State Sales Tax 8.4%				\$5,529.00
TOTAL SCHEDULE "A" LANDSCAPE & IRRIGATION MAINTENANCE				\$71,350.47

SCHEDULE "B" – LANDSCAPE CHEMICAL APPLICATIONS (PER YEAR)

Item No.	Approx. Quantity	Items with Unit Price Bid	Unit Price	Total Price
1B	3 EA	Lawn Fertilization	\$131.39	\$394.18
2B	2 EA	Shrub Fertilization	\$245.54	\$736.61
3B	1 LS	Treat all Shrub Beds with Insecticide	Lump Sum	\$950.19
4B	1 EA	Iron application for Moss Control for lawn areas	\$316.73	\$316.73
5B	1 LS	Pre-emergent Weed Control	Lump Sum	\$ 978.16
Subtotal Schedule "B" Landscape Chemical Applications				\$3,375.87
Washington State Sales Tax 8.4%				\$283.57
TOTAL SCHEDULE "B" LANDSCAPE CHEMICAL APPLICATION				\$3,659.44

SCHEDULE "C" – CLEANING & MAINTENANCE - PARK (Per Year)

Item No.	Approx. Quantity	Items with Unit Price Bid	Unit Price	Total Price
1C	3 EA	Clean All Concrete and Stone Surfaces	\$13,360.39	\$40,081.17
2C	52 EA	Blow Sand off of rubber surfacing and adjacent sidewalks back into sand pit	\$59.00	\$3,068.00
3C	362 EA	3 Drinking fountains – Clean and Disinfect	\$17.70	\$6,407.00
4C	362 EA	2 Restrooms (Portland Loos) - Clean, stock and Disinfect.	\$76.70	\$27,765.40
5C	36 EA	Pressure Wash / Clean Play Equipment, Trash Cans, Signs, Benches, Picnic Tables, Drinking Fountains.	\$1,593.21	\$57,355.56
6C	362 EA	Trash / litter / Debris Collection, Removal and Disposal.	\$66.00	\$23,892.00
7C	362 EA	Sharp Container at 2 restrooms: Cleaning and Disposal.	\$21.24	\$7,688.88
8C	362 EA	Restock 2 Dog Waste / Mutt Mitt Containers with bags.	\$9.60	\$3,475.20
9C	1 EA	Snow Removal from Regional Trail	\$70.00/hr	\$70.00/hr
10C	1 EA	Ice Melt Application to Regional Trail	\$340.00/hr	\$340.00/hr
Subtotal Schedule "C" Cleaning & Maintenance of Park				\$ 170,143.21
Washington State Sales Tax 8.4%				\$ 14,292.03
TOTAL SCHEDULE "C" CLEANING & MAINTENANCE OF PARK				\$ 184,435.24

SCHEDULE "D" – CLEANING: GRANT STREET PIER AND PLAZA

Item No.	Approx. Quantity	Items with Unit Price Bid	Unit Price	Total Price
1D	2 EA	Pressure Wash / Clean Paved Surfaces including stairs and ramps.	\$3,645.20	\$7290.40
2D	1 EA	Pressure Wash / Clean Gently Pier Wood Surfaces.	\$2,230.41	\$2,230.41
3D	12 EA	Pressure Wash /Clean Trash Cans, Benches, Lounging Steps and walls.	\$1,121.21	\$13,454.52
4D	362 EA	Trash / Ilitter / Debris Collection removal and disposal.	\$49.56	\$17,940.72
5D	1 EA	Snow Removal from Paved Surfaces	\$70/hr	\$70.00/hr
6D	1 EA	Apply Ice Melt to paved Surfaces	\$340/hr	\$ 340.00/hr
Subtotal Schedule "D" – Cleaning: Grant Street Pier and Plaza				\$ 41,326.05
Washington State Sales Tax 8.4%				\$ 3,471.39
TOTAL SCHEDULE "D" – CLEANING: GRANT STREET PIER AND PLAZA				\$ 44,797.44

SCHEDULE "E" – AS REQUESTED SERVICES

Item No.	Approx. Quantity	Items with Unit Price Bid	Unit Price	Total Price
1E	1 HR	Special Event Prep, Support or Clean Up	\$ 46.00	\$46.00/hr
2E	1 EA	Dump Fees for Special Event Clean-Up	\$483.00	\$483.00/ea
3E	100 SF	Turf Repair (prepared, reseeded and maintained)	\$90.00	\$90.00/100sf
Subtotal Schedule "E" As Requested Services				\$ 619.00
Washington State Sales Tax 8.4%				\$ 52.00
TOTAL SCHEDULE "E" AS REQUESTED SERVICES				\$ 671.00

SCHEDULE "F" – HOURLY LABOR CHARGES

Item No.	Approx. Quantity	Items with Unit Price Bid	Unit Price	Total Price
1F	1 HR	Hourly Rate for Landscaping or Planting Laborer from 8 AM to 5 PM Monday to Friday	\$60.00	\$60.00
2F	1 HR	Hourly Rate for Landscaping or Planting Laborer before 8 AM and after 5 PM Monday to Friday	\$60.00	\$60.00
3F	1 HR	Hourly Rate for Landscape Equipment Operators Or Truck Drivers from 8 AM to 5 PM Monday to Friday	\$60.00	\$60.00
4F	1 HR	Hourly Rate for Landscape Equipment Operators Or Truck Drivers before 8 AM and after 5 PM Monday to Friday	\$60.00	\$60.00
5F	1 HR	Hourly Rate for Irrigation Or Lawn Sprinkler Installers from 8 AM to 5 PM Monday to Friday	\$75.00	\$75.00
6F	1 HR	Hourly Rate for Irrigation Or Lawn Sprinkler Installers before 8 AM and after 5 PM Monday to Friday	\$75.00	\$75.00

Item No.	Approx. Quantity	Items with Unit Price Bid	Unit Price	Total Price
7F	1 HR	Hourly Rate for Graffiti Removal	\$100.00	\$100.00
Subtotal Schedule "F" - Hourly Labor Charges \$				490.00
Washington State Sales Tax 8.4% \$				41.16
TOTAL SCHEDULE "F" - HOURLY LABOR CHARGES \$				531.16

TOTAL SCHEDULE "A" - GROUNDSKEEPING (Landscape and Irrigation)	\$71,350.47
TOTAL SCHEDULE "B" - LANDSCAPE CHEMICAL APPLICATIONS	\$3,659.44
TOTAL SCHEDULE "C" - CLEANING & MAINTENANCE OF PARK	\$184,435.24
TOTAL SCHEDULE "D" - CLEANING: GRANT STREET PIER AND PLAZA	\$44,797.44
GRAND TOTAL SCHEDULE "A", "B", "C" AND "D"	\$304,242.59

The following Addenda is/are hereby acknowledged:

Addendum	Date of	Signed Acknowledgement
No.	Addendum/Addenda	
1. #1	August 7th, 2018	
2.		
3.		

NOTE: Failure to acknowledge any issued Addenda will render proposal non-responsive and therefore void. It is the sole responsibility of the Supplier to learn of Addendum, if any. Such information may be obtained from the City of Vancouver Procurement Services' web site, <http://www.ci.vancouver.wa.us/procurement>, under the Projects Currently Out for Solicitation page

The undersigned, under penalty of perjury, hereby certifies that said person(s), firm, association or corporation has (have) not, either directly or indirectly, entered into any agreement, participated in any collusion, or otherwise taken any action in restraint of free competitive bidding in connection with the project for which this proposal is submitted.

The undersigned declares that before preparing their quote, they read carefully the specifications and requirements for bidders and that their quote is made with the full knowledge of the kind, quality and quantity of services and equipment to be furnished, and their said quote is as stated on these pages. **By signing this page of the quotation, the Contractor acknowledges and agrees to the terms and conditions of each of the forms, included in the quote documents.**


Authorized Official (Signature)

August 10, 2018
Date

Fred Freund
Print Name of Authorized Official

V.P. of Finance
Title of Authorized Official

Brightview Landscapes L.L.C.
Company Name

503-625-9600
Telephone Number

18480 SW Pacific Drive
Address

Tualatin, Oregon 97062
City, State, Zip

8600
State Contractors License Number

602-527-302
Unified Business Identifier Number (UBI)

NOTE:

1. If the bidder is a co-partnership, so state, giving firm name under which business is transacted.
2. If the bidder is a corporation, this proposal must be executed by its duly authorized officials.
3. Proposals submitted must be complete and include pricing for the work to be completed, in whole, per the attached plans and specifications.
4. The City reserves the right to adjust the scope of this work to match available funds.
5. No bidder may withdraw his/her bid after the hour set for the opening thereof, unless the award of contract is delayed for a period exceeding forty-five (45) days. If it is determined to be in the best interest of the City, the City reserves the right to request an extension of bid prices during the review process.



Staff Report: 067-23

TO: Mayor and City Council

FROM: Eric Holmes, City Manager

DATE: 4/24/2023

SUBJECT Fourth Plain Commons Purchase and Sale Agreement Amendment Approval

Key Points

- In alignment with the goals of the Fourth Plain Forward Action Plan (2015), an equitable development framework for the Fourth Plain corridor, the City of Vancouver partnered with the Vancouver Housing Authority to co-locate community development services and affordable housing in what is now called the Fourth Plain Commons project.
- The project is constructing tenant improvements for multiple community-serving spaces, including a shared office space, commissary kitchen and community event space in the Commons multiuse building.
- The City of Vancouver and Vancouver Housing Authority entered into a Purchase and Sale Agreement on November 9, 2021, which detailed the terms and conditions by which the City will acquire the ground floor commercial condominium unit in the Commons building from the VHA, including setting a maximum purchase price of \$5,500,000 to be paid upon issuance of certification of substantial completion.
- Construction of the main building began December 2021 and is expected to be completed by May 31, 2023. Although typical of real estate purchase and sale agreements, the City was not obligated to provide an earnest money deposit on the transaction. However, CDBG funding in the amount of \$1,200,000 has been allocated for the purchase of the condominium unit and the City will not meet our annual HUD timely spending test if not spent down by May 1, 2023. Because the project is nearing completion and to meet the annual timely spending test, the City and VHA would like to amend the original Purchase and Sale Agreement and provide for an earnest money payment in the amount of \$1,200,000.
- The earnest money will be submitted to an escrow account through the title company and will apply to the purchase price at closing. No additional funds are being allocated to the project through this amendment and the purchase price remains unchanged.

Strategic Plan Alignment

Goal 6: Facilitate the creation of neighborhoods where residents can walk and bike to essential services

Goal 8: Strengthen commercial, retail and community districts throughout the city

Goal 9: Build the strongest, most resilient economy in the region

Objective 9.1: Create infrastructure and policies that support job creation

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

Present Situation

In 2015, the City of Vancouver worked with the community to develop the Fourth Plain Forward Action Plan, a framework for equitable development on the Fourth Plain corridor as new investment came into the community, including a significant bus rapid transit (BRT) investment called the Vine that is now complete. Broadly, the Action Plan focuses on supporting small businesses, building community capacity, addressing pedestrian safety issues, and increasing access to economic opportunity and affordable housing near transit.

In alignment with multiple goals of the City's 2015 Fourth Plain Forward Action Plan, the City of Vancouver and Vancouver Housing Authority partnered to make a catalytic investment in the Fourth Plain community that will provide family-sized affordable housing, up-stream services for both businesses and residents, and much needed community spaces, all near schools and other community services and on a high-capacity transit line (The Vine BRT).

The Vancouver Housing Authority will own and operate 106 affordable housing units, and the City of Vancouver will own the ground floor commercial space that will include the following components:

- A commercial kitchen incubator to launch and support emerging food-based businesses
- A shared office space to co-locate upstream services to make it easier for residents and businesses to access resources on the corridor
- A community event space that can be rented for festivals, birthdays, trainings, and other events
- A public plaza with infrastructure to support a community market and other community-serving events
- A play area and activity lawn to provide outdoor recreation opportunities for the Commons and surrounding community

On November 9, 2021, the City of Vancouver and Vancouver Housing Authority entered into a Purchase and Sale Agreement that provided the terms and conditions by which the City will acquire a commercial condominium unit containing approximately 19,006 square feet including interior space for a community center, a public plaza, and playground as part of an affordable housing project on vacant land located at 2200 Norris Road, Vancouver, Washington.

The purchase price for the commercial unit is a not to exceed price of \$5,500,000 based on the total development cost of the Commons Community Center and the commercial unit's proportionate share of costs of shared improvements for the project. Payment of the purchase price and closing of the PSA transaction will occur once the Project is deemed complete upon issuance of certification of substantial completion, in conformance with the PSA plans, by Norris 2200's architect pursuant to the industry standard AIA G704 Certificate of Substantial Completion

Form.

Although typical for a transaction of this scale, because the project is a cooperative endeavor between the City and the Vancouver Housing Authority, no earnest money deposit was required in the PSA. The purchase price will be funded in part by Community Development Block Grant (CDBG) funds in the amount of \$1,200,000. If CDBG funds are not spent down by May 1, 2023, the City will not meet our annual HUD timely spending test. Currently, substantial completion on the main building is not expected until June 2023. To prevent not meeting our timely spending test on CDBG funds, the City and VHA would like to amend the original PSA to include an earnest money deposit requirement. Under the proposed amendment, the City will submit \$1,200,000 to the title company as earnest money, to be held in escrow and applied to the purchase price at closing.

Advantage(s)

1. Supports equitable development on the Fourth Plain corridor through the implementation of multiple community-stated and supported needs and priorities.
2. Supports community partners and community-based organizations through the creation of a shared office space that will co-locate upstream services to make it easier for Fourth Plain area residents and businesses to access services.
3. Supports job growth and food-based entrepreneurship through the creation of a commercial kitchen incubator located on the Fourth Plain Corridor.
4. Improves access to healthy foods through the creation of a public plaza with infrastructure to support a community market.
5. Aligns with Council priorities related to equity and climate action by providing services to economically vulnerable communities in a location that residents and businesses can access by walking, biking, rolling and taking transit.
6. Prevents not meeting the HUD timely spending test on CDBG funds.

Disadvantage(s)

None

Budget Impact

None. The budget appropriation is included in the 2023-2024 Biennial Budget.

Prior Council Review

1. August 3, 2020: Staff presentation and Council endorsement of the Fourth Plain Commons funding strategy
2. November 16, 2020: Approval of the 2021-2022 biennial budget, including a decision package to advance design process for tenant improvements to the commercial space
3. January 11, 2021: Council update on Commons project, budget, timeline and funding approval process
4. June 7, 2021: Approval of the contract with Salazar Architects, Inc. for professional architectural and engineering services
5. July 26, 2021: Authorization of Section 108 Loan application
6. November 8, 2021: Final approval of the Section 108 Loan Ordinance; approval of the Purchase and Sale Agreement and Easement with the Vancouver Housing Authority
7. August 15, 2022: Approval of the Interlocal Agreement with the Vancouver Housing

Authority to provide construction management and compliance services

8. September 12, 2022: Approval of the construction contract with Ross Builders Northwest for construction of the tenant improvements for the ground floor commercial spaces

Action Requested

Approve the First Amendment to the Fourth Plain Commons Condominium Unit Purchase and Sale Agreement and authorize the City Manager or designee to execute the PSA Amendment.

Shannon Williams, Senior Planner, 360-487-7898

ATTACHMENTS:

- ▣ City VHA Commons Commercial Condo Unit PSA First Amendment

FIRST AMENDMENT TO CONDOMINIUM UNIT PURCHASE AND SALE AGREEMENT

THIS FIRST AMENDMENT TO CONDOMINIUM UNIT PURCHASE AND SALE AGREEMENT (this “Amendment”) is entered into on April __, 2023 (the “Effective Date”) by and between the **Housing Authority of the City of Vancouver**, a public body corporate and politic of the State of Washington (the “Seller”) and the **City of Vancouver**, a Washington municipal corporation (the “Purchaser”) pursuant to that certain Condominium Unit Purchase and Sale Agreement by and between Seller and Purchase dated November 9, 2021 (the “Purchase Agreement”).

BACKGROUND

WHEREAS, through the Purchase Agreement Seller and Purchaser have agreed to terms for the sale and acquisition that certain Commercial Condominium located at 2200 Norris Road, Vancouver, Washington as part of the Fourth Plain Commons Condominium Project; and

WHEREAS, the Purchase Price is set in the Purchase Agreement at an amount not to exceed \$5,500,000.00; and

WHEREAS, construction of the Fourth Plain Commons Condominium Project, including the Commercial Condominium, is expected to be completed by May 2023, resulting in Closing of the Purchase Agreement, and the Commercial Condominium improvements are expected to be completed and operational by August 2023,

WHEREAS, as of the Effective Date of this Amendment, Purchaser’s conditions precedent identified in Section 3.1 of the Purchase Agreement can be satisfied or met on or before Closing;

WHEREAS, Purchaser has allocated \$1,200,000.00 in Community Development Block Grant (CDBG) funding toward payment of the Purchase Price for the Commercial Condominium;

WHEREAS, under the Purchase Agreement, Purchaser may, but is not obligated to pay the Purchase Price before Closing, which is scheduled to take place within 30 days after the Completion Date, or at such earlier or later date as may be agreed to by the parties; and

WHEREAS, the Purchase Agreement did not expressly provide for an earnest money deposit applicable as payment toward the Purchase Price;

NOW, THEREFORE, Seller and Purchaser, in exchange for good and valuable consideration, the mutual receipt and sufficiency of which is hereby acknowledged, agree as follows:

AMENDMENT

- 1. Escrow Deposit.** On or before April 28, 2023, Purchase will deliver One Million Two Hundred Thousand and No One Hundredths Dollars (\$1,200,000.00 US) (the “Earnest Money Deposit”) to the Escrow Agent at Chicago Title Company, which the Title Company shall immediately deposit in an interest bearing account. The Earnest Money

Deposit and any interest accrued shall be applied to payment of the Purchase Price at Closing.

2. **Liquidated Damages.** The parties agree in that the amount of damages resulting from any uncured default of the Purchase Agreement by the Purchaser will be difficult to determine and therefore, shall be limited to that portion of the Earnest Money Deposit equal to Two Hundred Fifty Thousand and No One Hundredths Dollars (\$250,000.00) or five percent (5%) of the Purchase Price, whichever is less, which amount shall constitute liquidated damages and be deemed to make the Seller whole.
3. **Definitions.** Any capitalized terms not otherwise defined herein shall have the meaning ascribed in the Purchase Agreement.
4. **Full Force and Effect.** Except as expressly amended or modified by this Amendment, the Agreement remains in full force and effect

[REMAINDER OF PAGE INTENTIONALLY BLANK – SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, this Agreement has been executed by each of the parties as of the Effective Date.

SELLER:

HOUSING AUTHORITY OF THE CITY OF VANCOUVER,
a public body corporate and politic of the State of Washington

By: _____
Name: Roy A. Johnson
Title: Chief Executive Officer

PURCHASER:

CITY OF VANCOUVER,
a Washington municipal corporation

By: _____
Name: Eric J. Holmes
Title: City Manager

APPROVED AS TO FORM:

By: _____
Jonathan Young, City Attorney



Staff Report: 068-23

TO: Mayor and City Council

FROM: Eric Holmes, City Manager

DATE: 4/24/2023

SUBJECT Collective bargaining agreement between the City of Vancouver and the Vancouver Command Guild (VCG)

Key Points

- Three-year collective bargaining agreement effective January 1, 2023 to December 31, 2025.
- Rates of Pay for 2023 will be adjusted for all classifications by 6%, 2024 by 4%, 2025 by 4% for all covered classifications and the anti-compression between Sergeant and Lieutenant will increase 0.3% with addition of Juneteenth paid holiday.
- Established a retention incentive for longevity providing for 2% for 7-9 years, 4% for 10-14 years, 6% for 15-19 years and 8% for 20+ years of service at the Vancouver Police Department in order to attract and retain qualified command members in support of Council's community safety priority.
- Effective January 1, 2024, increase deferred compensation contribution match to 2.5% for better alignment with relevant market. Clarify contract language to reflect the City's current deferred compensation providers.
- Administrative changes to paid days off and updating obsolete contract language to provide clarity and alignment with practice.
- Updates to bring contract in compliance with state wage & hour laws and personnel records for law enforcement.
- Modified schedule options and reduced callback minimums to provide for greater flexibility and management of overtime cost.
- Increased management flexibility through changes to probation period of newly hired or promoted command members and the elimination of language waiving right to bring new interest by either party during term of a contract.
- Enhancements in support of diversity, equity, and inclusion by adding Juneteenth as a paid holiday, as well as utilizing inclusive language throughout the agreement.

Strategic Plan Alignment

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

Present Situation

The labor agreement between the City of Vancouver and the Vancouver Command Guild (VCG) bargaining unit expires on December 31, 2022. The parties were able to work through a collaborative process and consensual decision making on many of the provisions for a new three-year agreement. The new labor agreement was recently ratified by the VCG members and is now being brought to Council for approval.

Advantage(s)

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

Disadvantage(s)

There are no known disadvantages to ratifying.

Budget Impact

The Biennial Budget contains partial funding for the 2023-24 increases included in the collective bargaining agreement with the Vancouver Police Command Guild. Total cost of the proposed increases is estimated at \$1,074,105 over the three-year contract period. The estimated shortfall is \$140,090 and \$153,718 for 2023-24 respectively but will likely be covered by salary savings due to vacant positions in Police.

Prior Council Review

N/A

Action Requested

Authorize the City Manager or designee to ratify the January 1, 2023, to December 31, 2025, Collective Bargaining Agreement with the Vancouver Command Guild (VCG), by executing the same.

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

ATTACHMENTS:

- ▣ 2023-2025 CBA for Vancouver Command Guild - Track Changes
- ▣ 2023-2025 CBA for Vancouver Command Guild - Clean

AGREEMENT

By and Between

City of Vancouver

and

VANCOUVER COMMAND GUILD

January 1, 2023 – December 31, 2025

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VANCOUVER COMMAND GUILD

AGREEMENT

This Agreement, as of the date indicated herein, by and between the City of Vancouver, a municipal corporation of the State of Washington, and hereinafter referred to as the "Employer," and the Vancouver Command Guild, hereinafter referred to as the "Guild," WITNESS that WHEREAS the parties have negotiated the terms and conditions of a collective bargaining agreement, hereinafter referred to as the agreement, relating to permanent, full-time Police Lieutenants and Police Commanders, hereinafter referred to as employees, represented by the Guild and described in this agreement, as to wages, hours, and other terms and conditions of employment of such employees and wish to reduce the agreement to writing, agree hereto as follows:

ARTICLE 1. Guild Recognition

- 1.1 The Employer recognizes the Guild as the exclusive bargaining agent for all of its employees covered by this Agreement.
- 1.2 The Employer and the Guild agree that questions of Guild representation that may arise shall be resolved in accordance with the rules of the Washington State Public Employment Relations Commission and in accordance with local, state, or national statutes and rules.

ARTICLE 2. Nondiscrimination

- 2.1 The parties agree that the provisions of this Agreement shall be applied equally to all employees covered hereby without regard to race, color, national origin, sex, age, physical or mental disability, political or religious opinions, labor organization affiliation, sexual orientation, gender identity, pregnancy, marital status, military status, or membership in any other class protected by state or federal law or City ordinance, 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.

- 2.2 All references to members or employees in this Agreement designate both sexes; wherever the male gender is used it shall be construed to include both male and female members or employees as appropriate.
- 2.3 Employees shall process discrimination grievances under the City's Equal Employment Opportunity procedure or under existing state or federal law, and shall not have recourse through the grievance procedures established in Article 23 of this Agreement.

ARTICLE 3. Rights of Management

- 3.1 The management of the municipal corporation, including but not limited to, the organization, scheduling, staffing, and direction of the work force, is vested exclusively in the Employer, subject to the terms of this Agreement.

Examples of management rights include, but are not limited to:

- 3.1.1 to determine the number of employees to be employed;
- 3.1.2 to hire employees, determine their qualifications and assign and direct their work;
- 3.1.3 to evaluate employee performances;
- 3.1.4 to set the standards of productivity, and the services to be provided;
- 3.1.5 to control and regulate the use of facilities, equipment, and other property of the Employer;
- 3.1.6 to determine the number, location and operation of departments, divisions, and all other units of the Employer.

The Employer has the right to introduce any and all new improved and automated methods or equipment to improve efficiency and to reduce costs and assign employees within the bargaining unit in accordance with such improvements and cost reduction methods. All matters not specifically and expressly covered or treated by the language of this Agreement may be administered for its duration by the Employer in accordance with such policies or procedures as the Employer, from time to time, may determine. This Article recognizes an employee's right to use the grievance procedure set forth in Article 23 of this Agreement.

Nothing in this Article shall be considered a waiver of the Guild's right to bargain over mandatory subjects of bargaining pursuant to RCW 41.56.

3.2 *Department Rules and Regulations*

It is mutually agreed that the City has full responsibility and authority to adopt rules and regulations for the operation of the Police Department and the conduct of its employees, and the Guild agrees that its members shall comply in full with such rules and regulations. Nothing in this Section shall be interpreted to restrict the Chief's right to make decisions or to establish procedures consistent with the "emergency" nature of operating the department.

ARTICLE 4. Employee Rights

- 4.1 The Employer recognizes and agrees that employees of the Police Department covered by this Agreement are entitled to all rights and privileges accorded ordinary citizens under all applicable provisions of the United States and State Constitutions as well as the rights and privileges granted by any and all applicable legislation and the common law.

ARTICLE 5. Union Security, Dues and Other Associated Dues

ARTICLE 5. Union Security, Dues and Other Associated Dues

- 5.1 The parties agree that the terms of this Agreement apply equally to all employees in the bargaining unit and as defined in the Preamble to this Agreement. Any bargaining unit employee may authorize the Employer to deduct from their pay the amount of Guild membership dues charged by the Guild for representation and services provided by the Guild by providing notice to the Guild.

Any bargaining unit employee who does not want to be a member of the Guild, but who nonetheless wants to pay for services provided by the Guild has the voluntary option to pay fair share fees in an amount equal to membership dues. Any member of the bargaining unit may authorize the Employer to deduct from their pay voluntarily fair share fees in an amount equal to Guild dues charged by the Guild by providing notice to the Guild.

The employee's authorization will remain in effect until expressly revoked by the employee by notice to the Guild in accordance with the terms and conditions of the authorization. The Employer will rely on information provided by the Guild regarding the authorization and revocation of deductions.

- 5.2 Upon receipt of an employee request for authorization or revocation of authorization, the Employer shall notify the Guild as soon as possible via email, but no more than five (5) working days of the notification. The Employer will take no action upon receiving an employee request until receiving confirmation from the Union to begin or end deductions.
- 5.3 The Employer agrees to notify the Guild president when a represented position is filled within thirty days from the date of employment.
- 5.4 The Guild, upon completion of the employee orientation, shall provide the Employer notification as to whether such employees authorized dues deduction, fair share fees, or declined to pay dues. The Employer will deduct such dues/voluntary fair share fees from the wages of those employees and forward them to the Guild each month.
- 5.5 The Guild shall indemnify, defend and hold harmless the Employer and its officials, representatives and agents against any and all claims, demands, suits, or other forms of liability (monetary or otherwise) and for all reasonable legal costs that shall arise out of or by reason of action taken or not taken in good faith by the Employer in complying with the provisions of this Article. If an improper deduction is made, the Guild shall refund directly to the employee any such amount.

ARTICLE 6. Guild Representatives and Activities

- 6.1 The Guild shall inform the Employer in writing of the names of its current executive board members and attorneys who are designated to represent it. This 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 during the grievance process and on bargaining issues. The Guild may designate other members as

representatives during contract negotiations.

6.2 The Guild's officers and attorneys shall have reasonable access to the Department during working hours, providing they do not interfere with or cause employees to neglect their work.

6.3 Employees and attorneys visiting the premises shall not engage in organizing or campaigning for the Guild, but this paragraph will not prevent the Guild from discussing in non-work areas during non-work periods matters of Guild membership, fees, dues, or Guild business with employees covered by this Agreement.

6.4 The Employer agrees not to discriminate against any member of the Guild because of their activity on behalf of or their membership in the Guild, provided such activity is not carried on during working hours, except as expressly provided in this Agreement.

6.4.1

6.5 Within the first 90 days of the employee's start date, the Employer agrees to allow the Guild thirty (30) minutes during the employee's regular working hours to provide new members information about the Guild.

6.6 The Employer agrees to allow leave with pay for employee members of the Guild for no more than twelve (12) work-shifts (96 hours) per year total, for conducting business vital to the Guild. The leave will be scheduled in advance based on vacation scheduling guidelines.. Time away from their work assignment to act in the role of Guild representative shall be coded as "Union Leave" in the Department's payroll system.

6.7 Employees on the Guild bargaining committee (not Guild leave) who

are already scheduled to work during times scheduled for negotiating a new Collective Bargaining Agreement will be allowed to attend those negotiations as employer paid work time. The Employer will not make special provisions to arrange shifts to maximize on duty participation in negotiations.

- 6.8 Employees designated as Guild representatives will be permitted to use work time for the investigation of grievances and representation of employees with grievances when appropriate.

ARTICLE 7. Strikes, Work Stoppages or Work Slowdowns

- 7.1 The Employer and the Guild recognize 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 their overall objective. During the term of this Agreement, neither the Guild nor the Employer shall cause, engage in, or sanction any work stoppage, strike, slowdown, lockout or other interference with City functions. Employees who engage in any of the foregoing actions may be subject to immediate disciplinary action, including discharge, and the Guild may be subject to action in accordance with RCW 41.56.

ARTICLE 8. Identification of Jobs

- 8.1 "Job" shall be defined as the employee's job title (classification), position number, and pay range assigned by the Employer.
- 8.2 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 subject to the Employer's duty to bargain with the Guild concerning appropriate compensation for the new job, if agreed to be within the bargaining unit.

ARTICLE 9. Job Vacancies/Probationary Period

- 9.1 All vacancies will be filled in accordance with the established rules and regulations of the Vancouver Civil Service Commission as of December 20, 2006; and all applicable State and Federal laws.
- 9.2 Employees promoted to the position of Lieutenant or Commander shall serve a twelve (12) month probationary period during which time the Employer may decide to return the employee to his or her former classification. Demotion during the promotional probationary period is not subject to grievance under this Agreement.
- 9.3 Employees hired (not promoted) into the position of Commander shall serve a twelve (12) month probationary period during which time the Employer may terminate the employee. Termination or discipline of a probationary employee is not subject to grievance under this Agreement.
- 9.4 For any time-off an employee takes in excess of thirty (30) consecutive calendar days during the twelve (12) month probationary period for which the employee is unable to be meaningfully evaluated in their position, the Employer may extend the probation period by a time equal to the period lacking meaningful evaluation. Such probationary extension periods will not result in the employee losing scheduled step increases.

ARTICLE 10. Layoff and Recall

- 10.1 Layoff and recall shall be in accordance with the established rules and regulations of the Vancouver Civil Service Commission as of December 20, 2006, with the following exceptions:
 - A. In the event of a layoff, employees will be laid off in the order of their seniority. Seniority shall be defined as time in rank.
 - B. At the time of any layoff, lieutenants and commanders may be given an opportunity to accept a reduction to the next lower rank in lieu of layoff. Such employees shall have bumping rights over the employee in the next lower rank with the least seniority. Seniority shall be defined as time in the rank plus time in any higher rank.
 - C. Employees laid off or demoted in lieu of layoff shall be placed on a reinstatement list for the rank from which the layoff took place.

- D. Employees who accept a reduction in lieu of layoff shall remain on the reinstatement list indefinitely. Laid off employees shall remain on the reinstatement list for a maximum of twenty-four (24) months.
- E. Laid off employees who are offered reinstatement shall receive a conditional offer. The offer will be conditioned on the successful completion of the following:
 - 1. A background investigation and polygraph. The investigation and polygraph will be limited to the period of time between the date of layoff and date of proposed reinstatement.
 - i. Should the polygraph come back inconclusive, the employee will be given an option for a 2nd polygraph with a different polygraph examiner at the City's expense.
 - ii. Should the 2nd polygraph also be inconclusive, the laid off employee's eligibility for reinstatement will end.
 - 2. A medical examination and psychological evaluation.
 - 3. A drug screen.
- F. An individual will lose rights to reinstatement and/or be removed from the reinstatement list if they commit an act that would be cause for termination of employment or if they lose their commission as a general authority law enforcement officer.
- G. Appointments from the reinstatement list shall be made in the order of length of service in that specific rank. The employee on the reinstatement list who has the most time in rank shall be reinstated first.
 - 1. For employees on the reinstatement list for the position of Lieutenant, "length of service" and "time in rank" shall be

defined as time employed as a Lieutenant for the Vancouver Police Department.

2. For employees on the reinstatement list for the position of Commander, "length of service" and "time in rank" shall be defined as time employed as a Commander for the Vancouver Police Department.

ARTICLE 11. Work Week, Hours of Work, Shifts

11.1 Work Week:

- A. Recognizing that flexibility is required in the scheduling of assignments for command personnel, the normal work week shall be the equivalent of forty (40) hours per week with normal assigned work schedules as follows:

A five (5) day work schedule Monday through Friday beginning between 7:00 a.m. and 9:00 a.m., or

A mutually agreed upon 9/80 schedule, working 80 hours over two work weeks, with eight (8) nine (9) hour days, one (1) eight (8) hour day, and one (1) day off. Employees will work Monday through Friday, beginning between 7:00am and 9:00am, or

A mutually agreed upon four (4) day schedule not to exceed ten (10) hours per day, or

A Night Patrol Lieutenant who shall be scheduled to work, as determined by the Chief or their designee, four (4) days per week, ten (10) hours per day plus a thirty (30) minute unpaid lunch; or the patrol schedule, a 5/4, 5/4, 5/5 (10.5 per day with a thirty (30) minute paid lunch. The normal working hours shall overlap with Graveyard shift for a period of at least two (2) hours.

- B. In all cases, the required work hours shall be posted in the position announcement, before the assignment is made.

- C. The Police Chief and Assistant Chief(s) retain the management right to:
 - a. modify normal work schedules in emergency circumstances;
 - b. for job performance related reasons; for training purposes; or
 - c. for short term operational needs.
- D. On mutual agreement of the employees involved and the employer, the normal assigned work week and/or hours of work may be adjusted for temporary assignments of up to ninety (90) days when consistent with the operational needs of the department. Assignments of longer than ninety (90) days shall be a mandatory subject of bargaining.

11.2 Modification of Normal Work Schedules.

The parties agree to consider modifications to the normal work schedule for employees when there is a demonstrated need. Such changes shall not be precedent setting. If such modified work schedules are approved by the Police Chief or Assistant Chief and the employee, the Guild agrees to allow members of the bargaining unit to work mutually agreed schedules.

11.3 Shift Exchanges

- A. Each member of the Police Department covered under this Agreement may be allowed to exchange shifts with other members when the change is not detrimental to the best interests of the Police Department as determined by and subject to the approval of the Police Chief or Assistant Chief.

ARTICLE 12. Rates of Pay

- 12.1 The hourly rate of an employee on a forty (40) hour work week will be the monthly base rate multiplied by twelve months and divided by two thousand eighty (2080) hours. This rate multiplied by eight (8) hours will be the daily base rate; multiplied by forty (40) hours will be the weekly base rate; and multiplied by one hundred seventy-three and three tenths (173.3) hours will be the monthly base rate.

12.2 Rates of pay will be as set forth in Appendix “A” to this Agreement.

Effective January 1, 2023

Salary schedules for Lieutenants and Commanders will be adjusted by six percent (6%).

Effective January 1, 2024

Salary schedules for Lieutenants and Commanders will be adjusted by four percent (4%).

Effective January 1, 2025

Salary schedules for Lieutenants and Commanders will be adjusted by four percent (4%).

- A. **Lieutenant.** The base wage for top step Lieutenant shall be not less than 22.7% above top step Sergeant.
- a. The 22.7% comes from the following history:
- i. 15% differential (prior to the elimination of educational incentive and in lieu of holiday pay)
 - ii. 5% educational incentive
 - iii. 2.7% in lieu of holiday pay
1. $15 + 5 + 2.7 = 22.7\%$
- B. **Commander.** The base wage for top step Commander shall not be less than 10% above top step Lieutenant.

12.3 The night lieutenant shall receive a shift differential of fifty cents (\$.50) per hour for each hour worked. Shift differential premium pay shall be included in vacation pay based on specific shift assignment.

12.4 Overtime

- A. As executive management level employees, Commanders and Lieutenants are accountable for personal time management. Each employee shall determine when it is appropriate to flex work hours, use accrued PDO or sick leave hours, and/or to request overtime pay or compensatory time off. Requests for overtime pay must be

for work related performance of employees' duties or projects assigned by VPD.

- B. Each employee is personally responsible for assuring that his or her personal work hours, overtime hours, compensatory time and paid leave time are accurately documented in the City's time and payroll records.
- C. In the event the need for overtime should arise in the police department, the employee working overtime shall be paid at one and one-half times his hourly rate of pay.
- D. Employees are eligible for overtime pay for all hours worked beyond forty (40) compensable hours in the established seven (7) day work week. The established work week is seven consecutive work days beginning at 12:01 a.m. Sunday and ending at midnight on Saturday.
- E. Compensatory Time. By mutual agreement of the employer and employee, employees may accrue compensatory time off in lieu of overtime compensation. Compensatory time off shall be accumulated at the same rate as overtime compensation would have otherwise been paid. Employees may not accumulate compensatory time off in excess of ninety (90) hours.

12.5 *Callback Pay*

Callback pay shall be paid when the Police Chief or Assistant Chief requires that the employee work under the following circumstances. For the purposes of this section, work includes receiving command notifications.

- A. On a day already worked or to be worked: If the employee has completed their regular shift, is on the way home, or at home and is required to work other than an extension at the beginning or end of their shift.
- B. On days of rest: If not scheduled before 11:00 p.m. the day before the proposed work, or before the end of the last shift worked before the proposed work, whichever is later.

Callback pay shall be paid at the rate of double the base rate of pay for one and one half hours, or actual hours worked if the amount of time exceeds one and one half hours.

12.6 *Court Appearances*

- A. Court appearances during off-duty hours of a scheduled day of work will be compensated at the rate of one and one-half times base rate for a minimum payment for three (3) hours.

12.7 *Step Increases*

Step increases will be made effective on the adjusted salary review date of the employee's promotion. For example, if an employee is hired between the first (1st) and the fifteenth (15th) of the month, the pay adjustment would be on the first (1st) day of the current month. If an employee is hired between the sixteenth (16th) and the end of the month, the adjustment would be on the first (1st) day of the following month.

12.8 *Retention Pay*

For the purposes of this article, years of service will be defined as years of continuous service with the Vancouver Police Department.

Years of service	Percentage of base pay
Beginning of 7 years to completion of 9 years	2%
Beginning of 10 years to completion of 14 years	4%
Beginning of 15 years to completion of 19 years	6%
Beginning of 20 years and more	8%

ARTICLE 13. Leave Benefits

- 13.1 Each employee shall be granted paid days off to be used during the year for vacation, illness, holidays, or personal business time off. Bereavement leave shall be separate and as specified in Section 13.7 of this Article. Paid Days Off (PDO) are accrued in accordance with the following schedule:

PAID DAYS OFF (PDO) ACCRUAL SCHEDULE

During Years of Service	Accrual Rate Per Month (Hours)	Maximum Accrual (Hours)
0 to 1	14.00	336
1+ to 5	19.50	468
5+ to 8	20.50	492
8+ to 12	21.50	516
12+ to 15	22.50	540
15+ to 20	25.50	612
20+	27.50	660

- 13.2 Employees may begin using accrued PDO hours as soon as they become available in their bank. PDO hours accrued in a pay period cannot be used in the same pay period in which they are earned, i.e. PDO 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.
- 13.3 Employees must schedule and take at least ten (10) shifts of vacation (PDO's) each calendar year. Upon termination of employment, an employee shall be paid for all earned and accrued paid days off at the employee's rate of pay.
- 13.4 Eligible employees may sell back up to sixty (60) accrued and unused PDO hours during each calendar year. "Eligible employees" include those employees who are able to comply with Section 13.3 of this Article **after** selling back PDO hours.
- 13.5 Upon separation from employment, employees may upon their choosing have all or a portion of their vacation (PDO) and/or compensatory time hours accrued deducted before taxes, and paid into one (1) of the following tax deferred vehicles within the requirements of each particular vehicle:
- Deferred Compensation/457 Account
 - Health Savings Account (HSA)

13.6 Employees must notify the Employer as soon as possible in the case of unforeseen illness or emergency and request appropriate leave. Holidays and personal business time off must be approved by the appropriate supervisor as established by department rules. Normally, at least five (5) working days advance notice of the absence will be required unless mutually agreed upon shorter notice is provided. Vacation scheduling shall be in accordance with established departmental rules and regulations.

13.7 *Bereavement Leave*

A maximum of five (5) working days of 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 Bereavement Leave extends to similar members of a domestic partner's family as detailed above, so long as the employee has an active "Declaration of Domestic Partnership" on file with Human Resources prior to the death).

Bereavement leave in excess of five (5) working days may be charged to Paid Days Off (PDO) with the approval of the Chief or Assistant Chief. In addition, the use of a maximum of five (5) PDO's shall be allowed for the bereavement of family members outside the immediate family.

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

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

Any observed holiday occurring during bereavement leave shall be paid as a holiday consistent with Articles 13 and 15 of this Collective Bargaining Agreement.

ARTICLE 14. Sick Leave

14.1 Sick Leave Accrual (*Short-term Disability*)

- A. Employees shall accrue ten (10) hours per month in a short-term disability leave account to a maximum accumulation of one thousand twenty-four (1024) hours. Use of this leave is available, as soon as the hours are earned in said bank. Sick leave hours accrued in a pay period cannot be used in the same period in which they are earned, i.e., sick 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 for illness or injury. Employees that have established prior eligibility under the LEOFF Act shall be covered by disability benefits provided by the LEOFF system.

14.2 LEOFF II Time Loss Guarantee

- A. Duty Related Injury Leave
 - 1. In lieu of the statutory supplement described in RCW 41.04.500 et seq., the City will supplement the time loss payments received by employees who have suffered on-the-job injuries as follows:
 - a. The City will provide its supplement by paying the employee's base salary during a period of time loss. The City's supplement will begin on the first date an employee is entitled to time loss benefits under RCW, Title 51 and shall continue as long as the employee is receiving benefits under RCW, Title 51, up to a maximum of six (6) months from the first date of time loss.
 - b. Employees receiving City's time loss supplement must, within ten (10) business days of receipt, sign over to the City all time loss payment checks provided

by the City's insurance administrator and/or the State.

2. After this first six (6) month period, the supplement, up to their normal monthly salary, will be paid from the employee's available leave accruals.
3. Employee benefits including health and STD and PDO accruals will continue for the duration of the employee's employment.

B. Work-related disability shall be defined as:

- (1) That which is eligible for payment of benefits under the state's Workers' Compensation program, excluding any disability which occurs during, and as a result of participation in, the basic police academy training program.
- (2) That which is incurred while off duty, in response to a situation where such response is in accordance with departmental policy.

C. Employees disabled may be required to perform light duty work as assigned by the employer as provided under Worker's Compensation.

D. The parties expressly agree that the benefits provided by this article exceed the benefits provided by Chapter 462, Laws of 1985 as allowed in section 11 of the Act.

E. In the event the Washington State legislature modifies the provisions of the LEOFF Act for LEOFF-II employees, this section shall be reopened for negotiations upon the request of either party.

ARTICLE 15. Holidays

- 15.1 The following days are recognized as "legal" holidays, for which time off is to be granted as provided for in Article 13 of this Agreement:

New Year's Day - January 1st

Martin Luther King Jr. Day - Third Monday in January
President's Day - Third Monday in February
Memorial Day - Last Monday in May
Juneteenth – June 19th
Independence Day - July 4th
Labor Day - First Monday in September
Thanksgiving Day - Fourth Thursday in November
The day immediately following Thanksgiving Day
Christmas Day - December 25th

15.2 *In Lieu of Holiday Pay - History*

When the paid days off (PDO) concept was introduced, it eliminated the obligation of the Employer to pay overtime for holidays worked. Two and four-tenths percent (2.4%) of the base rate was added to all classifications as compensation for an “in lieu of pay for holiday time.”

- A. Effective January 1, 2000, the parties agreed to eliminate the two and four-tenths percent (2.4%) in lieu of pay and added it to the differential component, as outlined in Article 12.2(A)(a)(iii) to this Agreement.
- B. Effective January 1, 2023, the parties agreed to include Juneteenth as a recognized “legal” holiday, and increased the differential component of “in lieu of pay for holiday time” to two and seven-tenths percent (2.7%).

ARTICLE 16. Employee Insurance

16.1 **Life Insurance.** Each employee shall receive a term life insurance policy in the amount of one times (1X's) their annual salary, rounded to the nearest thousand dollars (\$1000.00), double indemnity, which premium will be paid by the Employer.

16.2 **Health Insurance.**

- A. Employees and their eligible dependents will have the option of selecting any combination of medical and dental coverage from the following:
 - a. **Medical**
 - i. HMO Plan
 - ii. HMO Plan – CDHP (Consumer Driven Health Plan)
 - iii. PPO Plan
 - iv. PPO Plan – CDHP (Consumer Drive Health Plan)
 - b. **Dental**
 - i. PPO Plan
 - ii. HMO Plan
- B. **Consumer Driven Health Plans (CDHP).**
 - a. CDHP's will include a Health Savings Account (HSA).

- i. The City will make a contribution to the Employee's HSA in the following amounts:
 - 1. Employee-only coverage – Fifteen hundred dollars (\$1,500)
 - 2. Employee plus one (1) or more dependents – Three thousand dollars (\$3,000)
- b. Employees may also contribute pre-tax dollars to their HSA up to the limits allowed by law.

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

C. **Premiums.** Each employee with dependents will pay ten percent (10%) of the actual medical insurance premium cost for the employee's dependents per month on a pre-tax basis.

D. **Flexible Spending Account (FSA).**

- a. For employees enrolled in a non-CDHP plan: Employees will have the option of participating in an FSA for reimbursable medical costs, dependent care costs, or premium sharing costs.
- b. For employees enrolled in a CDHP plan: Employees will have the option of participating in an FSA for dependent care costs.
- c. For this contract period, the Employer will pay thirty-five dollars (\$35.00) each month into an eligible member's flexible spending account, or deferred compensation account. Employees enrolled in the CDHP plans may direct the thirty-five dollars (\$35.00) to a flexible spending dependent care account or a deferred compensation account. Effective January 1, 2024, Article 16 Section 16.2(D)(c) is discontinued in exchange for increase to deferred compensation match in Article 18.

16.3 Employer has the right to select insurance carrier(s), provided, however, that at least two medical plans will be offered and that the aggregate schedule of benefits currently enjoyed will not be substantially changed.

16.4 The Employer shall provide liability insurance (or self-insurance) for Guild employees. Such insurance shall defend and indemnify employees

against allegations arising from all acts or omissions occurring within the scope of the duties and responsibilities of the employee's employment. Such insurance or self-insurance shall also cover all costs, including attorney's fees, connected with proposed or threatened suits and negotiated settlements, provided that the City need not indemnify or defend the employee for any act found by the Department to be dishonest, fraudulent, criminal or malicious, or for any suit brought against the employee by or on behalf of the City.

ARTICLE 17. Medical Examinations

- 17.1 The Employer has the right to require periodic medical examinations (physical and psychological) of all employees covered by this Agreement provided the examination is job related and consistent with business necessity. The Employer also has the right to require certification from a physician that an employee is physically and mentally able to return to work following a period of disability leave.

ARTICLE 18. Deferred Compensation

- 18.1 Employees may participate, at their option and cost, in the deferred compensation programs provided by either ICMA Retirement Corporation and/or Voya, or any other plans the City may provide.
- 18.2 The City will match, up to a maximum of one percent (1.0%) of the employee's base salary, an employee's contribution to the deferred compensation program(s) offered by the City, such contributions subject to Internal Revenue Service (IRS) limitations. Effective January 1, 2024, the City will match, up to a maximum of two and one half (2.5%) of the employee's base salary, an employee's contribution to the deferred compensation program(s) offered by the City, such contribution subject to the Internal Revenue Service (IRS) limitations.

ARTICLE 19. Tuition Assistance

- 19.1 Requests for tuition assistance to attend specialized individual training or academic training shall be processed in accordance with City policy.

ARTICLE 20. Clothing Allowance

- 20.1 The Employer shall purchase and replace such clothing, uniforms, and other equipment as designated by the Chief of Police or Assistant Chief, and shall make all necessary uniform replacement as the need arises. Employees shall be paid an annual allowance for clothing purchases of six hundred dollars (\$600.00).
- A. For employees newly hired (not promoted) mid-year, they will receive a pro-rated amount based upon their month of hire.
 - a. e.g. newly hired in July = six (6) months of service equates to a three hundred dollar (\$300.00) payment ($\$600.00/12 = \50.00 per month -- $\$50.00 \times 6 \text{ months} = \300.00)
 - B. For employees promoted into the Guild mid-year, they will receive any difference in allowance between the Union and the Guild.
 - a. e.g. If the Guild has a five hundred fifty dollars (\$550.00) allowance, the promoted employee will receive fifty dollars (\$50.00) – ($\$600.00 - \$550.00 = \50.00)
- 20.2 Employees agree to maintain all clothing and equipment in good condition and not subject it to abuse beyond the regular call of duty.
- 20.3 The Employer shall provide for each employee a standard service side arm and a standard set of handcuffs which the employee will maintain and return to the Employer upon the termination of his service. The Employer shall determine the standard service side arm and handcuffs to be provided. If the employee chooses to carry other than the issued sidearm, the employee will return the issued sidearm when authorized to carry an alternative sidearm.
- 20.4 The City will repair or replace eye glasses and/ or authorized personal items damaged or destroyed beyond normal wear and tear while on duty. The employee shall assist the Employer in securing restitution or indemnification through the courts by the Employer. It is not the intent of this Article to compensate for an employee's negligence and/or carelessness.

ARTICLE 21. Annexation

21.1 It is understood and agreed that in the event of an annexation to the City of Vancouver requiring a transition period, the City may subcontract police services providing such activity does not result in the layoff of bargaining unit employees or a reduction of employees or positions within the bargaining unit. This transition period shall be for a reasonable period in order to permit the orderly and safe transition of police services to the annexed area.

21.2 It is further agreed that should the City hire Law Enforcement Officers laid off from another jurisdiction which is enveloped in the annexation, such Law Enforcement Officers shall have their length of service in the other jurisdiction applied toward their seniority with the City for lay off purposes, provided they are laid off by inverse seniority as contemplated by RCW 35.13.360-400 (1993 c 189 sections 2-6).

ARTICLE 22. Educational Incentives - History

22.1 In the 2000-2002 Agreement, the parties agreed that previously an educational incentive was in the form of a qualification requirement for the ranks of Lieutenant and Commander, but with the new requirement that a Bachelor's degree was required to be a Lieutenant or Commander, the parties eliminated the existing educational incentive program and added the five percent (5%) to the differential component as outlined in Article 12.2(A)(a)(ii) to this Agreement.

ARTICLE 23. Resolution of Disputes

23.1 For purposes of this Agreement, the term "grievance" means any dispute between the Employer, on the one hand, and the Guild or an employee on the other, concerning the interpretation, application or alleged violation of any term of this Agreement. For purposes of this Article, the term "employee" shall include both members of the bargaining unit and the Guild. The parties agree to make every effort to settle grievances at the earliest step possible.

23.2 *Grievance Procedure*

Grievances shall be processed in accordance with the following procedure:

Grievances shall be presented in writing by the employee to their first level supervisor outside of the bargaining unit within twenty-one (21) calendar days of the date of the alleged violation of the Agreement.

The written grievance shall include the following information:

- A. A description of the grievance and how the employee(s) was/were adversely affected.
- B. A statement of the section(s) of the Agreement allegedly violated and the nature of the violation.
- C. The date of the incident(s) grieved.
- D. A description of the remedy sought by the employee(s).
- E. Identify the employees affected.
- F. Specification of the step at which the grievance procedure should begin
 - (a) For a grievance that involves discipline imposed by the Chief, the grievance shall be initiated at Step 2.
 - (b) For any other grievance, the grievance shall be initiated at Step 1

The written grievance shall be signed by the employee.

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 parties agree that they are unable to resolve the grievance, the parties will outline the areas of disagreement in a memorandum. The employee may advance the grievance to the next step by delivering the

memorandum to the Office of the Chief at any time within twenty-one (21) calendar days of filing the grievance. If the grievance is not resolved in twenty-one (21) calendar days, the grievance will automatically advance to Step 2.

Step 2: If the grievance remains unresolved following step 1, the Chief of Police may meet with the employee and their Guild Representative. The Chief shall make a decision on the grievance, in writing, within twenty-one (21) calendar days of receipt of the grievance.

Copies of the Chief's decision shall be mailed, emailed or delivered to the employee and to the Guild.

If the grievance involves a termination of employment, the employee may advance the grievance to Step 3. For all other grievances, the grievance may be advanced to Step 4.

Step 3: If the grievance remains unresolved after the Chief's decision is rendered in Step 2, the employee may deliver the grievance in writing to the City Manager or their designated representative, with a copy to the Chief, within fourteen (14) calendar days after receipt of the decision reached by the Chief in Step 2. The City Manager or their designee may meet with the employee and Guild representative, the Chief of Police, and other directly involved individuals as determined by the City Manager or designee to be appropriate. The City Manager or their designee shall render their decision, in writing, within sixty (60) calendar days of receipt of the grievance. The City Manager or their designee shall mail, email or deliver copies of their decision to the employee, the Guild, and the Chief of Police.

Step 4: If the grievance remains unresolved after the decision is rendered in Step 2 or Step 3, as applicable, the Guild shall decide whether the final Step in the grievance procedure will be arbitration or civil service appeal. The Guild will provide the City with a written notice electing a final step within fourteen (14) calendar days after the mailing, emailing or hand delivery of the decision.

23.3 Unless otherwise agreed by the parties, challenges to the procedural arbitrability of a grievance will be resolved in a proceeding separate from and prior to arbitration on the merits of the grievance.

Within fourteen (14) calendar days following receipt of an Arbitrator's decision ruling that a challenged grievance is subject to arbitration, the parties will begin the process described below to select an arbitrator to rule on the merits of the grievance.

23.4 If the grievance is submitted to arbitration, the parties shall attempt to mutually agree on a disinterested third party to serve as Arbitrator. In the event the Employer and the Guild are unable to agree on an Arbitrator; the Arbitrator shall be selected by the process of elimination from a panel of seven (7) arbitrators furnished by the Public Employment Relations Commission (PERC) or the Federal Mediation and Conciliation Service (FMCS). The request to PERC or FMCS shall state the general nature of the issues raised by the grievance and ask that the nominees be qualified. The parties shall promptly strike from the list received. The first strike shall be determined by the toss of a coin. The decision whether to use PERC or FCMS will be by mutual agreement or determined by a toss of the coin.

- 23.5 The Arbitrator shall consider and decide only the specific issue(s) submitted by the Employer and/or the Guild at the hearing, 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 paid by the losing party. Each party shall be responsible for compensating its own representatives and witnesses. Either party may cause a verbatim recording of the hearing to be made, provided it pays the cost of the record. If the other party desires a copy, the cost of the recording and preparation of a transcript shall be shared equally.
- 23.6 A grievance that involves or affects a significant number of the employees in the bargaining unit may be introduced by the Guild in written form to the Chief of Police as set forth in Step 2 of the grievance procedure.
- 23.7 Failure by the grievant(s), or a Guild Representative, to advance the grievance 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.

ARTICLE 24. Employee Discipline/Termination

- 24.1 It is hereby recognized and agreed that the Employer has the right to discipline an employee for reasonable and just cause.
- 24.2 The Employer may use a written warning in lieu of disciplinary action to advise the employee of inappropriate conduct, or of violation of rules. Written warnings shall be placed in the employee's personnel file for a period not to exceed twelve (12) months. An employee may request that the warning letter be reviewed by the Chief of Police after six (6) months for possible removal at that time.
- 24.3 The Employer may take disciplinary action by written reprimand, suspension, demotion, or discharge. Employees shall be given an opportunity to review and comment upon all disciplinary letters that are placed in their personnel files. The employee shall be requested to sign the disciplinary letter. The signature thereon shall not be construed as admission of guilt or concurrence with the disciplinary action, but rather as an indication that the employee has seen and comprehends the nature of the disciplinary action.
- 24.4 Copies of all letters of warning or disciplinary action shall be given to the employee at the time the action is taken or shortly thereafter, and notice of such action shall be forwarded to the Guild.
- 24.5 An employee suspended without pay may request to forfeit accrued paid days off on a day for a day basis, in lieu of unpaid time off. Substitution of PDO for unpaid time in no way reduces the level of discipline from a suspension.

ARTICLE 25. Non-Reduction of Wages and Working Conditions

- 25.1 The parties hereto agree that the wages and working conditions in effect and now being paid to and enjoyed by the members of the Guild shall be those ratified by both parties signatory to this Agreement and shall not be reduced in view of the provisions of this Agreement. Nothing in this Article shall be construed to limit in any way the Employer's rights under Article 3 - Rights of Management of this Agreement.

ARTICLE 26. Conflict of Contract and Personnel Policies

- 26.1 It is agreed that the intent of the parties is that this Agreement and all working agreements shall be consistent with the personnel policies. Where it is found that the provisions of such an agreement are in conflict with the personnel policies, the provisions of this Agreement shall apply.

ARTICLE 27. Separability

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

ARTICLE 28. Fair Labor Standards Act

- 28.1 In the event of changes in the application of the Fair Labor Standards Act to State and local governments or in the Federal Government implementing regulations which impact upon the provisions of this Agreement or the application thereof, the parties agree that such provisions are immediately subject to renegotiation upon the request of either party to this Agreement.

ARTICLE 29. Termination and Renewal

- 29.1 This agreement is effective January 1, 2023, and shall remain in full force and effect through December 31, 2025.
- 29.2 Pursuant to the provisions of RCW, Chapter 41.56, the employer and the Guild agree to commence negotiations not later than May 1 of the expiration year.

ARTICLE 30. Contract Amendments

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

APPENDIX A

VANCOUVER COMMAND GUILD

Rates of Pay

Effective January 1, 2023

	STEP 1	STEP 2	STEP 3	STEP 4	STEP 5	STEP 6
RANK		\$	\$	\$	\$	\$
LIEUTENANT		11,089	11,643	12,226	12,837	13,479
		\$	\$	\$	\$	\$
COMMANDER		12,199	12,808	13,449	14,122	14,828

Effective January 1, 2024

	STEP 1	STEP 2	STEP 3	STEP 4	STEP 5	STEP 6
RANK		\$	\$	\$	\$	\$
LIEUTENANT		11,533	12,109	12,715	13,350	14,018
		\$	\$	\$	\$	\$
COMMANDER		12,687	13,320	13,987	14,687	15,421

Effective January 1, 2025

	STEP 1	STEP 2	STEP 3	STEP 4	STEP 5	STEP 6
RANK		\$	\$	\$	\$	\$
LIEUTENANT		11,994	12,593	13,223	13,884	14,579
		\$	\$	\$	\$	\$
COMMANDER		13,194	13,853	14,547	15,274	16,038

DATED this _____ day of _____, 2023.

For the Employer:

For the Guild:

Eric Holmes, City Manager

Blaise Geddry, VCG President

Lisa Takach, HR Director

Approved as to form:

Jonathan Young, City Attorney

Attest:

Natasha Ramras, City Clerk

AGREEMENT

By and Between

City of Vancouver

and

VANCOUVER COMMAND GUILD

January 1, 2023 – December 31, 2025

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VANCOUVER COMMAND GUILD

AGREEMENT

This Agreement, as of the date indicated herein, by and between the City of Vancouver, a municipal corporation of the State of Washington, and hereinafter referred to as the "Employer," and the Vancouver Command Guild, hereinafter referred to as the "Guild," WITNESS that WHEREAS the parties have negotiated the terms and conditions of a collective bargaining agreement, hereinafter referred to as the agreement, relating to permanent, full-time Police Lieutenants and Police Commanders, hereinafter referred to as employees, represented by the Guild and described in this agreement, as to wages, hours, and other terms and conditions of employment of such employees and wish to reduce the agreement to writing, agree hereto as follows:

ARTICLE 1. Guild Recognition

- 1.1 The Employer recognizes the Guild as the exclusive bargaining agent for all of its employees covered by this Agreement.
- 1.2 The Employer and the Guild agree that questions of Guild representation that may arise shall be resolved in accordance with the rules of the Washington State Public Employment Relations Commission and in accordance with local, state, or national statutes and rules.

ARTICLE 2. Nondiscrimination

- 2.1 The parties agree that the provisions of this Agreement shall be applied equally to all employees covered hereby without regard to race, color, national origin, sex, age, physical or mental disability, political or religious opinions, labor organization affiliation, sexual orientation, gender identity, pregnancy, marital status, military status, or membership in any other class protected by state or federal law or City ordinance, 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.

- 2.2 All references to members or employees in this Agreement designate both sexes; wherever the male gender is used it shall be construed to include both male and female members or employees as appropriate.
- 2.3 Employees shall process discrimination grievances under the City's Equal Employment Opportunity procedure or under existing state or federal law, and shall not have recourse through the grievance procedures established in Article 23 of this Agreement.

ARTICLE 3. Rights of Management

- 3.1 The management of the municipal corporation, including but not limited to, the organization, scheduling, staffing, and direction of the work force, is vested exclusively in the Employer, subject to the terms of this Agreement.

Examples of management rights include, but are not limited to:

- 3.1.1 to determine the number of employees to be employed;
- 3.1.2 to hire employees, determine their qualifications and assign and direct their work;
- 3.1.3 to evaluate employee performances;
- 3.1.4 to set the standards of productivity, and the services to be provided;
- 3.1.5 to control and regulate the use of facilities, equipment, and other property of the Employer;
- 3.1.6 to determine the number, location and operation of departments, divisions, and all other units of the Employer.

The Employer has the right to introduce any and all new improved and automated methods or equipment to improve efficiency and to reduce costs and assign employees within the bargaining unit in accordance with such improvements and cost reduction methods. All matters not specifically and expressly covered or treated by the language of this Agreement may be administered for its duration by the Employer in accordance with such policies or procedures as the Employer, from time to time, may determine. This Article recognizes an employee's right to use the grievance procedure set forth in Article 23 of this Agreement.

Nothing in this Article shall be considered a waiver of the Guild's right to bargain over mandatory subjects of bargaining pursuant to RCW 41.56.

3.2 *Department Rules and Regulations*

It is mutually agreed that the City has full responsibility and authority to adopt rules and regulations for the operation of the Police Department and the conduct of its employees, and the Guild agrees that its members shall comply in full with such rules and regulations. Nothing in this Section shall be interpreted to restrict the Chief's right to make decisions or to establish procedures consistent with the "emergency" nature of operating the department.

ARTICLE 4. Employee Rights

- 4.1 The Employer recognizes and agrees that employees of the Police Department covered by this Agreement are entitled to all rights and privileges accorded ordinary citizens under all applicable provisions of the United States and State Constitutions as well as the rights and privileges granted by any and all applicable legislation and the common law.

ARTICLE 5. Union Security, Dues and Other Associated Dues

- 5.1 The parties agree that the terms of this Agreement apply equally to all employees in the bargaining unit and as defined in the Preamble to this Agreement. Any bargaining unit employee may authorize the Employer to deduct from their pay the amount of Guild membership dues charged by the Guild for representation and services provided by the Guild by providing notice to the Guild.

Any bargaining unit employee who does not want to be a member of the Guild, but who nonetheless wants to pay for services provided by the Guild has the voluntary option to pay fair share fees in an amount equal to membership dues. Any member of the bargaining unit may authorize the Employer to deduct from their pay voluntarily fair share fees in an amount equal to Guild dues charged by the Guild by providing notice to the Guild.

The employee's authorization will remain in effect until expressly revoked by the employee by notice to the Guild in accordance with the terms and conditions of the authorization. The Employer will rely on information provided by the Guild regarding the authorization and revocation of deductions.

- 5.2 Upon receipt of an employee request for authorization or revocation of authorization, the Employer shall notify the Guild as soon as possible via email, but no more than five (5) working days of the notification. The Employer will take no action upon receiving an employee request until receiving confirmation from the Union to begin or end deductions.
- 5.3 The Employer agrees to notify the Guild president when a represented position is filled within thirty days from the date of employment.
- 5.4 The Guild, upon completion of the employee orientation, shall provide the Employer notification as to whether such employees authorized dues deduction, fair share fees, or declined to pay dues. The Employer will deduct such dues/voluntary fair share fees from the wages of those employees and forward them to the Guild each month.
- 5.5 The Guild shall indemnify, defend and hold harmless the Employer and its officials, representatives and agents against any and all claims, demands, suits, or other forms of liability (monetary or otherwise) and for all reasonable legal costs that shall arise out of or by reason of action taken or not taken in good faith by the Employer in complying with the provisions of this Article. If an improper deduction is made, the Guild shall refund directly to the employee any such amount.

ARTICLE 6. Guild Representatives and Activities

- 6.1 The Guild shall inform the Employer in writing of the names of its current executive board members and attorneys who are designated to represent it. This 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 during the grievance process and on bargaining issues. The Guild may designate other members as representatives during contract negotiations.

- 6.2 The Guild's officers and attorneys shall have reasonable access to the Department during working hours, providing they do not interfere with or cause employees to neglect their work.
- 6.3 Employees and attorneys visiting the premises shall not engage in organizing or campaigning for the Guild, but this paragraph will not prevent the Guild from discussing in non-work areas during non-work periods matters of Guild membership, fees, dues, or Guild business with employees covered by this Agreement.
- 6.4 The Employer agrees not to discriminate against any member of the Guild because of their activity on behalf of or their membership in the Guild, provided such activity is not carried on during working hours, except as expressly provided in this Agreement.
- 6.5 Within the first 90 days of the employee's start date, the Employer agrees to allow the Guild thirty (30) minutes during the employee's regular working hours to provide new members information about the Guild.
- 6.6 The Employer agrees to allow leave with pay for employee members of the Guild for no more than twelve (12) work-shifts (96 hours) per year total, for conducting business vital to the Guild. The leave will be scheduled in advance based on vacation scheduling guidelines. Time away from their work assignment to act in the role of Guild representative shall be coded as "Union Leave" in the Department's payroll system.
- 6.7 Employees on the Guild bargaining committee (not Guild leave) who are already scheduled to work during times scheduled for negotiating a new Collective Bargaining Agreement will be allowed to attend those negotiations as employer paid work time. The Employer will not make special provisions to arrange shifts to maximize on duty participation in negotiations.
- 6.8 Employees designated as Guild representatives will be permitted to use work time for the investigation of grievances and representation of employees with grievances when appropriate.

ARTICLE 7. Strikes, Work Stoppages or Work Slowdowns

- 7.1 The Employer and the Guild recognize 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 their overall objective. During the term of this Agreement, neither the Guild nor the Employer shall cause, engage in, or sanction any work stoppage, strike, slowdown, lockout or other interference with City functions. Employees who engage in any of the foregoing actions may be subject to immediate disciplinary action, including discharge, and the Guild may be subject to action in accordance with RCW 41.56.

ARTICLE 8. Identification of Jobs

- 8.1 "Job" shall be defined as the employee's job title (classification), position number, and pay range assigned by the Employer.
- 8.2 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 subject to the Employer's duty to bargain with the Guild concerning appropriate compensation for the new job, if agreed to be within the bargaining unit.

ARTICLE 9. Job Vacancies/Probationary Period

- 9.1 All vacancies will be filled in accordance with the established rules and regulations of the Vancouver Civil Service Commission as of December 20, 2006; and all applicable State and Federal laws.
- 9.2 Employees promoted to the position of Lieutenant or Commander shall serve a twelve (12) month probationary period during which time the Employer may decide to return the employee to his or her former classification. Demotion during the promotional probationary period is not subject to grievance under this Agreement.

- 9.3 Employees hired (not promoted) into the position of Commander shall serve a twelve (12) month probationary period during which time the Employer may terminate the employee. Termination or discipline of a probationary employee is not subject to grievance under this Agreement.
- 9.4 For any time-off an employee takes in excess of thirty (30) consecutive calendar days during the twelve (12) month probationary period for which the employee is unable to be meaningfully evaluated in their position, the Employer may extend the probation period by a time equal to the period lacking meaningful evaluation. Such probationary extension periods will not result in the employee losing scheduled step increases.

ARTICLE 10. Layoff and Recall

- 10.1 Layoff and recall shall be in accordance with the established rules and regulations of the Vancouver Civil Service Commission as of December 20, 2006, with the following exceptions:
- A. In the event of a layoff, employees will be laid off in the order of their seniority. Seniority shall be defined as time in rank.
 - B. At the time of any layoff, lieutenants and commanders may be given an opportunity to accept a reduction to the next lower rank in lieu of layoff. Such employees shall have bumping rights over the employee in the next lower rank with the least seniority. Seniority shall be defined as time in the rank plus time in any higher rank.
 - C. Employees laid off or demoted in lieu of layoff shall be placed on a reinstatement list for the rank from which the layoff took place.
 - D. Employees who accept a reduction in lieu of layoff shall remain on the reinstatement list indefinitely. Laid off employees shall remain on the reinstatement list for a maximum of twenty-four (24) months.
 - E. Laid off employees who are offered reinstatement shall receive a conditional offer. The offer will be conditioned on the successful completion of the following:

1. A background investigation and polygraph. The investigation and polygraph will be limited to the period of time between the date of layoff and date of proposed reinstatement.
 - i. Should the polygraph come back inconclusive, the employee will be given an option for a 2nd polygraph with a different polygraph examiner at the City's expense.
 - ii. Should the 2nd polygraph also be inconclusive, the laid off employee's eligibility for reinstatement will end.
 2. A medical examination and psychological evaluation.
 3. A drug screen.
- F. An individual will lose rights to reinstatement and/or be removed from the reinstatement list if they commit an act that would be cause for termination of employment or if they lose their commission as a general authority law enforcement officer.
- G. Appointments from the reinstatement list shall be made in the order of length of service in that specific rank. The employee on the reinstatement list who has the most time in rank shall be reinstated first.
1. For employees on the reinstatement list for the position of Lieutenant, "length of service" and "time in rank" shall be defined as time employed as a Lieutenant for the Vancouver Police Department.
 2. For employees on the reinstatement list for the position of Commander, "length of service" and "time in rank" shall be defined as time employed as a Commander for the Vancouver Police Department.

ARTICLE 11. Work Week, Hours of Work, Shifts

11.1 Work Week:

- A. Recognizing that flexibility is required in the scheduling of assignments for command personnel, the normal work week shall be the equivalent of forty (40) hours per week with normal assigned work schedules as follows:

A five (5) day work schedule Monday through Friday beginning between 7:00 a.m. and 9:00 a.m., or

A mutually agreed upon 9/80 schedule, working 80 hours over two work weeks, with eight (8) nine (9) hour days, one (1) eight (8) hour day, and one (1) day off. Employees will work Monday through Friday, beginning between 7:00am and 9:00am, or

A mutually agreed upon four (4) day schedule not to exceed ten (10) hours per day, or

A Night Patrol Lieutenant who shall be scheduled to work, as determined by the Chief or their designee, four (4) days per week, ten (10) hours per day plus a thirty (30) minute unpaid lunch; or the patrol schedule, a 5/4, 5/4, 5/5 (10.5 per day with a thirty (30) minute paid lunch. The normal working hours shall overlap with Graveyard shift for a period of at least two (2) hours.

- B. In all cases, the required work hours shall be posted in the position announcement, before the assignment is made.
- C. The Police Chief and Assistant Chief(s) retain the management right to:
 - a. modify normal work schedules in emergency circumstances;
 - b. for job performance related reasons;
 - c. for training purposes; or
 - d. for short term operational needs.
- D. On mutual agreement of the employees involved and the employer, the normal assigned work week and/or hours of work may be

adjusted for temporary assignments of up to ninety (90) days when consistent with the operational needs of the department. Assignments of longer than ninety (90) days shall be a mandatory subject of bargaining.

11.2 *Modification of Normal Work Schedules.*

The parties agree to consider modifications to the normal work schedule for employees when there is a demonstrated need. Such changes shall not be precedent setting. If such modified work schedules are approved by the Police Chief or Assistant Chief and the employee, the Guild agrees to allow members of the bargaining unit to work mutually agreed schedules.

11.3 *Shift Exchanges*

- A. Each member of the Police Department covered under this Agreement may be allowed to exchange shifts with other members when the change is not detrimental to the best interests of the Police Department as determined by and subject to the approval of the Police Chief or Assistant Chief.

ARTICLE 12. Rates of Pay

- 12.1 The hourly rate of an employee on a forty (40) hour work week will be the monthly base rate multiplied by twelve months and divided by two thousand eighty (2080) hours. This rate multiplied by eight (8) hours will be the daily base rate; multiplied by forty (40) hours will be the weekly base rate; and multiplied by one hundred seventy-three and three tenths (173.3) hours will be the monthly base rate.

- 12.2 Rates of pay will be as set forth in Appendix "A" to this Agreement.

Effective January 1, 2023

Salary schedules for Lieutenants and Commanders will be adjusted by six percent (6%).

Effective January 1, 2024

Salary schedules for Lieutenants and Commanders will be adjusted by four percent (4%).

Effective January 1, 2025

Salary schedules for Lieutenants and Commanders will be adjusted by four percent (4%).

- A. **Lieutenant.** The base wage for top step Lieutenant shall be not less than 22.7% above top step Sergeant.
 - a. The 22.7% comes from the following history:
 - i. 15% differential (prior to the elimination of educational incentive and in lieu of holiday pay)
 - ii. 5% educational incentive
 - iii. 2.7% in lieu of holiday pay
 - 1. $15 + 5 + 2.7 = 22.7\%$
- B. **Commander.** The base wage for top step Commander shall not be less than 10% above top step Lieutenant.

12.3 The night lieutenant shall receive a shift differential of fifty cents (\$.50) per hour for each hour worked. Shift differential premium pay shall be included in vacation pay based on specific shift assignment.

12.4 *Overtime*

- A. As executive management level employees, Commanders and Lieutenants are accountable for personal time management. Each employee shall determine when it is appropriate to flex work hours, use accrued PDO or sick leave hours, and/or to request overtime pay or compensatory time off. Requests for overtime pay must be for work related performance of employees' duties or projects assigned by VPD.
- B. Each employee is personally responsible for assuring that his or her personal work hours, overtime hours, compensatory time and paid leave time are accurately documented in the City's time and payroll records.

- C. In the event the need for overtime should arise in the police department, the employee working overtime shall be paid at one and one-half times his hourly rate of pay.
- D. Employees are eligible for overtime pay for all hours worked beyond forty (40) compensable hours in the established seven (7) day work week. The established work week is seven consecutive work days beginning at 12:01 a.m. Sunday and ending at midnight on Saturday.
- E. Compensatory Time. By mutual agreement of the employer and employee, employees may accrue compensatory time off in lieu of overtime compensation. Compensatory time off shall be accumulated at the same rate as overtime compensation would have otherwise been paid. Employees may not accumulate compensatory time off in excess of ninety (90) hours.

12.5 *Callback Pay*

Callback pay shall be paid when the Police Chief or Assistant Chief requires that the employee work under the following circumstances. For the purposes of this section, work includes receiving command notifications.

- A. On a day already worked or to be worked: If the employee has completed their regular shift, is on the way home, or at home and is required to work other than an extension at the beginning or end of their shift.
- B. On days of rest: If not scheduled before 11:00 p.m. the day before the proposed work, or before the end of the last shift worked before the proposed work, whichever is later.

Callback pay shall be paid at the rate of double the base rate of pay for one and one half hours, or actual hours worked if the amount of time exceeds one and one half hours.

12.6 *Court Appearances*

- A. Court appearances during off-duty hours of a scheduled day of work will be compensated at the rate of one and one-half times base rate for a minimum payment for three (3) hours.

12.7 *Step Increases*

Step increases will be made effective on the adjusted salary review date of the employee's promotion. For example, if an employee is hired between the first (1st) and the fifteenth (15th) of the month, the pay adjustment would be on the first (1st) day of the current month. If an employee is hired between the sixteenth (16th) and the end of the month, the adjustment would be on the first (1st) day of the following month.

12.8 *Retention Pay*

For the purposes of this article, years of service will be defined as years of continuous service with the Vancouver Police Department.

Years of service	Percentage of base pay
Beginning of 7 years to completion of 9 years	2%
Beginning of 10 years to completion of 14 years	4%
Beginning of 15 years to completion of 19 years	6%
Beginning of 20 years and more	8%

ARTICLE 13. **Leave Benefits**

- 13.1 Each employee shall be granted paid days off to be used during the year for vacation, illness, holidays, or personal business time off. Bereavement leave shall be separate and as specified in Section 13.7 of this Article. Paid Days Off (PDO) are accrued in accordance with the following schedule:

PAID DAYS OFF (PDO) ACCRUAL SCHEDULE

During Years of Service	Accrual Rate Per Month (Hours)	Maximum Accrual (Hours)
0 to 1	14.00	336
1+ to 5	19.50	468
5+ to 8	20.50	492
8+ to 12	21.50	516
12+ to 15	22.50	540
15+ to 20	25.50	612
20+	27.50	660

- 13.2 Employees may begin using accrued PDO hours as soon as they become available in their bank. PDO hours accrued in a pay period cannot be used in the same pay period in which they are earned, i.e. PDO 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.
- 13.3 Employees must schedule and take at least ten (10) shifts of vacation (PDO's) each calendar year. Upon termination of employment, an employee shall be paid for all earned and accrued paid days off at the employee's rate of pay.
- 13.4 Eligible employees may sell back up to sixty (60) accrued and unused PDO hours during each calendar year. "Eligible employees" include those employees who are able to comply with Section 13.3 of this Article **after** selling back PDO hours.
- 13.5 Upon separation from employment, employees may upon their choosing have all or a portion of their vacation (PDO) and/or compensatory time hours accrued deducted before taxes, and paid into one (1) of the following tax deferred vehicles within the requirements of each particular vehicle:
- Deferred Compensation/457 Account
 - Health Savings Account (HSA)

13.6 Employees must notify the Employer as soon as possible in the case of unforeseen illness or emergency and request appropriate leave. Holidays and personal business time off must be approved by the appropriate supervisor as established by department rules. Normally, at least five (5) working days advance notice of the absence will be required unless mutually agreed upon shorter notice is provided. Vacation scheduling shall be in accordance with established departmental rules and regulations.

13.7 *Bereavement Leave*

A maximum of five (5) working days of 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 Bereavement Leave extends to similar members of a domestic partner's family as detailed above, so long as the employee has an active "Declaration of Domestic Partnership" on file with Human Resources prior to the death).

Bereavement leave in excess of five (5) working days may be charged to Paid Days Off (PDO) with the approval of the Chief or Assistant Chief. In addition, the use of a maximum of five (5) PDO's shall be allowed for the bereavement of family members outside the immediate family.

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

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

Any observed holiday occurring during bereavement leave shall be paid as a holiday consistent with Articles 13 and 15 of this Collective Bargaining Agreement.

ARTICLE 14. Sick Leave

14.1 Sick Leave Accrual (*Short-term Disability*)

- A. Employees shall accrue ten (10) hours per month in a short-term disability leave account to a maximum accumulation of one thousand twenty-four (1024) hours. Use of this leave is available, as soon as the hours are earned in said bank. Sick leave hours accrued in a pay period cannot be used in the same period in which they are earned, i.e., sick 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 for illness or injury. Employees that have established prior eligibility under the LEOFF Act shall be covered by disability benefits provided by the LEOFF system.

14.2 LEOFF II Time Loss Guarantee

- A. Duty Related Injury Leave
 - 1. In lieu of the statutory supplement described in RCW 41.04.500 et seq., the City will supplement the time loss payments received by employees who have suffered on-the-job injuries as follows:
 - a. The City will provide its supplement by paying the employee's base salary during a period of time loss. The City's supplement will begin on the first date an employee is entitled to time loss benefits under RCW, Title 51 and shall continue as long as the employee is receiving benefits under RCW, Title 51, up to a maximum of six (6) months from the first date of time loss.
 - b. Employees receiving City's time loss supplement must, within ten (10) business days of receipt, sign over to the City all time loss payment checks provided

by the City's insurance administrator and/or the State.

2. After this first six (6) month period, the supplement, up to their normal monthly salary, will be paid from the employee's available leave accruals.
3. Employee benefits including health and STD and PDO accruals will continue for the duration of the employee's employment.

B. Work-related disability shall be defined as:

- (1) That which is eligible for payment of benefits under the state's Workers' Compensation program, excluding any disability which occurs during, and as a result of participation in, the basic police academy training program.
- (2) That which is incurred while off duty, in response to a situation where such response is in accordance with departmental policy.

C. Employees disabled may be required to perform light duty work as assigned by the employer as provided under Worker's Compensation.

D. The parties expressly agree that the benefits provided by this article exceed the benefits provided by Chapter 462, Laws of 1985 as allowed in section 11 of the Act.

E. In the event the Washington State legislature modifies the provisions of the LEOFF Act for LEOFF-II employees, this section shall be reopened for negotiations upon the request of either party.

ARTICLE 15. Holidays

- 15.1 The following days are recognized as "legal" holidays, for which time off is to be granted as provided for in Article 13 of this Agreement:

New Year's Day - January 1st
Martin Luther King Jr. Day - Third Monday in January
President's Day - Third Monday in February
Memorial Day - Last Monday in May
Juneteenth – June 19th
Independence Day - July 4th
Labor Day - First Monday in September
Thanksgiving Day - Fourth Thursday in November
The day immediately following Thanksgiving Day
Christmas Day - December 25th

15.2 *In Lieu of Holiday Pay - History*

When the paid days off (PDO) concept was introduced, it eliminated the obligation of the Employer to pay overtime for holidays worked. Two and four-tenths percent (2.4%) of the base rate was added to all classifications as compensation for an “in lieu of pay for holiday time.”

- A. Effective January 1, 2000, the parties agreed to eliminate the two and four-tenths percent (2.4%) in lieu of pay and added it to the differential component, as outlined in Article 12.2(A)(a)(iii) to this Agreement.
- B. Effective January 1, 2023, the parties agreed to include Juneteenth as a recognized “legal” holiday, and increased the differential component of “in lieu of pay for holiday time” to two and seven-tenths percent (2.7%).

ARTICLE 16. Employee Insurance

16.1 **Life Insurance.** Each employee shall receive a term life insurance policy in the amount of one times (1X's) their annual salary, rounded to the nearest thousand dollars (\$1000.00), double indemnity, which premium will be paid by the Employer.

16.2 **Health Insurance.**

- A. Employees and their eligible dependents will have the option of selecting any combination of medical and dental coverage from the following:

- a. **Medical**
 - i. HMO Plan
 - ii. HMO Plan – CDHP (Consumer Driven Health Plan)
 - iii. PPO Plan
 - iv. PPO Plan – CDHP (Consumer Drive Health Plan)
- b. **Dental**
 - i. PPO Plan
 - ii. HMO Plan

B. Consumer Driven Health Plans (CDHP).

- a. CDHP's will include a Health Savings Account (HSA).
 - i. The City will make a contribution to the Employee's HSA in the following amounts:
 - 1. Employee-only coverage – Fifteen hundred dollars (\$1,500)
 - 2. Employee plus one (1) or more dependents – Three thousand dollars (\$3,000)
- b. Employees may also contribute pre-tax dollars to their HSA up to the limits allowed by law.

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

C. Premiums. Each employee with dependents will pay ten percent (10%) of the actual medical insurance premium cost for the employee's dependents per month on a pre-tax basis.

D. Flexible Spending Account (FSA).

- a. For employees enrolled in a non-CDHP plan: Employees will have the option of participating in an FSA for reimbursable medical costs, dependent care costs, or premium sharing costs.
- b. For employees enrolled in a CDHP plan: Employees will have the option of participating in an FSA for dependent care costs.
- c. For this contract period, the Employer will pay thirty-five dollars (\$35.00) each month into an eligible member's flexible spending account, or deferred compensation account. Employees enrolled in the CDHP plans may direct the thirty-five dollars (\$35.00) to a flexible spending

dependent care account or a deferred compensation account. Effective January 1, 2024, Article 16 Section 16.2(D)(c) is discontinued in exchange for increase to deferred compensation match in Article 18.

- 16.3 Employer has the right to select insurance carrier(s), provided, however, that at least two medical plans will be offered and that the aggregate schedule of benefits currently enjoyed will not be substantially changed.
- 16.4 The Employer shall provide liability insurance (or self-insurance) for Guild employees. Such insurance shall defend and indemnify employees against allegations arising from all acts or omissions occurring within the scope of the duties and responsibilities of the employee's employment. Such insurance or self-insurance shall also cover all costs, including attorney's fees, connected with proposed or threatened suits and negotiated settlements, provided that the City need not indemnify or defend the employee for any act found by the Department to be dishonest, fraudulent, criminal or malicious, or for any suit brought against the employee by or on behalf of the City.

ARTICLE 17. Medical Examinations

- 17.1 The Employer has the right to require periodic medical examinations (physical and psychological) of all employees covered by this Agreement provided the examination is job related and consistent with business necessity. The Employer also has the right to require certification from a physician that an employee is physically and mentally able to return to work following a period of disability leave.

ARTICLE 18. Deferred Compensation

- 18.1 Employees may participate, at their option and cost, in the deferred compensation programs provided by either ICMA Retirement Corporation and/or Voya, or any other plans the City may provide.
- 18.2 The City will match, up to a maximum of one percent (1.0%) of the employee's base salary, an employee's contribution to the deferred compensation program(s) offered by the City, such contributions subject to Internal Revenue Service (IRS) limitations. Effective January 1, 2024, the

City will match, up to a maximum of two and one half percent (2.5%) of the employee's base salary, an employee's contribution to the deferred compensation program(s) offered by the City, such contribution subject to the Internal Revenue Service (IRS) limitations.

ARTICLE 19. Tuition Assistance

- 19.1 Requests for tuition assistance to attend specialized individual training or academic training shall be processed in accordance with City policy.

ARTICLE 20. Clothing Allowance

- 20.1 The Employer shall purchase and replace such clothing, uniforms, and other equipment as designated by the Chief of Police or Assistant Chief, and shall make all necessary uniform replacement as the need arises. Employees shall be paid an annual allowance for clothing purchases of six hundred dollars (\$600.00).
- A. For employees newly hired (not promoted) mid-year, they will receive a pro-rated amount based upon their month of hire.
 - a. e.g. newly hired in July = six (6) months of service equates to a three hundred dollar (\$300.00) payment ($\$600.00/12 = \50.00 per month -- $\$50.00 \times 6 \text{ months} = \300.00)
 - B. For employees promoted into the Guild mid-year, they will receive any difference in allowance between the Union and the Guild.
 - a. e.g. If the Guild has a five hundred fifty dollars (\$550.00) allowance, the promoted employee will receive fifty dollars ($\$50.00$) – ($\$600.00 - \$550.00 = \50.00)
- 20.2 Employees agree to maintain all clothing and equipment in good condition and not subject it to abuse beyond the regular call of duty.
- 20.3 The Employer shall provide for each employee a standard service side arm and a standard set of handcuffs which the employee will maintain and return to the Employer upon the termination of his service. The Employer shall determine the standard service side arm and handcuffs to be provided. If the employee chooses to carry other than the issued sidearm,

the employee will return the issued sidearm when authorized to carry an alternative sidearm.

- 20.4 The City will repair or replace eye glasses and/ or authorized personal items damaged or destroyed beyond normal wear and tear while on duty. The employee shall assist the Employer in securing restitution or indemnification through the courts by the Employer. It is not the intent of this Article to compensate for an employee's negligence and/or carelessness.

ARTICLE 21. Annexation

21.1 It is understood and agreed that in the event of an annexation to the City of Vancouver requiring a transition period, the City may subcontract police services providing such activity does not result in the layoff of bargaining unit employees or a reduction of employees or positions within the bargaining unit. This transition period shall be for a reasonable period in order to permit the orderly and safe transition of police services to the annexed area.

21.2 It is further agreed that should the City hire Law Enforcement Officers laid off from another jurisdiction which is enveloped in the annexation, such Law Enforcement Officers shall have their length of service in the other jurisdiction applied toward their seniority with the City for lay off purposes, provided they are laid off by inverse seniority as contemplated by RCW 35.13.360-400 (1993 c 189 sections 2-6).

ARTICLE 22. Educational Incentives - History

- 22.1 In the 2000-2002 Agreement, the parties agreed that previously an educational incentive was in the form of a qualification requirement for the ranks of Lieutenant and Commander, but with the new requirement that a Bachelor's degree was required to be a Lieutenant or Commander, the parties eliminated the existing educational incentive program and added the five percent (5%) to the differential component as outlined in Article 12.2(A)(a)(ii) to this Agreement.

ARTICLE 23. Resolution of Disputes

23.1 For purposes of this Agreement, the term “grievance” means any dispute between the Employer, on the one hand, and the Guild or an employee on the other, concerning the interpretation, application or alleged violation of any term of this Agreement. For purposes of this Article, the term “employee” shall include both members of the bargaining unit and the Guild. The parties agree to make every effort to settle grievances at the earliest step possible.

23.2 *Grievance Procedure*

Grievances shall be processed in accordance with the following procedure:

Grievances shall be presented in writing by the employee to their first level supervisor outside of the bargaining unit within twenty-one (21) calendar days of the date of the alleged violation of the Agreement.

The written grievance shall include the following information:

- A. A description of the grievance and how the employee(s) was/were adversely affected.
- B. A statement of the section(s) of the Agreement allegedly violated and the nature of the violation.
- C. The date of the incident(s) grieved.
- D. A description of the remedy sought by the employee(s).
- E. Identify the employees affected.
- F. Specification of the step at which the grievance procedure should begin

(a) For a grievance that involves discipline imposed by the Chief, the grievance shall be initiated at Step 2.

(b) For any other grievance, the grievance shall be initiated at Step 1

The written grievance shall be signed by the employee.

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 parties agree that they are unable to resolve the grievance, the parties will outline the areas of disagreement in a memorandum. The employee may advance the grievance to the next step by delivering the memorandum to the Office of the Chief at any time within twenty-one (21) calendar days of filing the grievance. If the grievance is not resolved in twenty-one (21) calendar days, the grievance will automatically advance to Step 2.

Step 2: If the grievance remains unresolved following step 1, the Chief of Police may meet with the employee and their Guild Representative. The Chief shall make a decision on the grievance, in writing, within twenty-one (21) calendar days of receipt of the grievance.

Copies of the Chief's decision shall be mailed, emailed or delivered to the employee and to the Guild.

If the grievance involves a termination of employment, the employee may advance the grievance to Step 3. For all other grievances, the grievance may be advanced to Step 4.

Step 3: If the grievance remains unresolved after the Chief's decision is rendered in Step 2, the employee may deliver the grievance in writing to the City Manager or their designated representative, with a copy to the Chief, within fourteen (14) calendar days after receipt of the decision reached by the Chief in Step 2. The City Manager or their designee may meet with the employee and Guild representative, the Chief of Police, and other directly involved individuals as determined by the City Manager or designee to be appropriate. The City Manager or their designee shall render their decision, in writing, within sixty (60) calendar days of receipt of the grievance. The City Manager or their designee shall mail, email or deliver copies of their decision to the employee, the Guild, and the Chief of

Police.

Step 4: If the grievance remains unresolved after the decision is rendered in Step 2 or Step 3, as applicable, the Guild shall decide whether the final Step in the grievance procedure will be arbitration or civil service appeal. The Guild will provide the City with a written notice electing a final step within fourteen (14) calendar days after the mailing, emailing or hand delivery of the decision.

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

23.4 If the grievance is submitted to arbitration, the parties shall attempt to mutually agree on a disinterested third party to serve as Arbitrator. In the event the Employer and the Guild are unable to agree on an Arbitrator; the Arbitrator shall be selected by the process of elimination from a panel of seven (7) arbitrators furnished by the Public Employment Relations Commission (PERC) or the Federal Mediation and Conciliation Service (FMCS). The request to PERC or FMCS shall state the general nature of the issues raised by the grievance and ask that the nominees be qualified. The parties shall promptly strike from the list received. The first strike shall be determined by the toss of a coin. The decision whether to use PERC or FCMS will be by mutual agreement or determined by a toss of the coin.

23.5 The Arbitrator shall consider and decide only the specific issue(s) submitted by the Employer and/or the Guild at the hearing, 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 paid by the losing party. Each party shall be responsible for compensating its own

representatives and witnesses. Either party may cause a verbatim recording of the hearing to be made, provided it pays the cost of the record. If the other party desires a copy, the cost of the recording and preparation of a transcript shall be shared equally.

- 23.6 A grievance that involves or affects a significant number of the employees in the bargaining unit may be introduced by the Guild in written form to the Chief of Police as set forth in Step 2 of the grievance procedure.
- 23.7 Failure by the grievant(s), or a Guild Representative, to advance the grievance 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.

ARTICLE 24. Employee Discipline/Termination

- 24.1 It is hereby recognized and agreed that the Employer has the right to discipline an employee for reasonable and just cause.
- 24.2 The Employer may use a written warning in lieu of disciplinary action to advise the employee of inappropriate conduct, or of violation of rules. Written warnings shall be placed in the employee's personnel file for a period not to exceed twelve (12) months. An employee may request that the warning letter be reviewed by the Chief of Police after six (6) months for possible removal at that time.
- 24.3 The Employer may take disciplinary action by written reprimand, suspension, demotion, or discharge. Employees shall be given an opportunity to review and comment upon all disciplinary letters that are placed in their personnel files. The employee shall be requested to sign the disciplinary letter. The signature thereon shall not be construed as admission of guilt or concurrence with the disciplinary action, but rather as an indication that the employee has seen and comprehends the nature of the disciplinary action.

- 24.4 Copies of all letters of warning or disciplinary action shall be given to the employee at the time the action is taken or shortly thereafter, and notice of such action shall be forwarded to the Guild.
- 24.5 An employee suspended without pay may request to forfeit accrued paid days off on a day for a day basis, in lieu of unpaid time off. Substitution of PDO for unpaid time in no way reduces the level of discipline from a suspension.

ARTICLE 25. Non-Reduction of Wages and Working Conditions

- 25.1 The parties hereto agree that the wages and working conditions in effect and now being paid to and enjoyed by the members of the Guild shall be those ratified by both parties signatory to this Agreement and shall not be reduced in view of the provisions of this Agreement. Nothing in this Article shall be construed to limit in any way the Employer's rights under Article 3 - Rights of Management of this Agreement.

ARTICLE 26. Conflict of Contract and Personnel Policies

- 26.1 It is agreed that the intent of the parties is that this Agreement and all working agreements shall be consistent with the personnel policies. Where it is found that the provisions of such an agreement are in conflict with the personnel policies, the provisions of this Agreement shall apply.

ARTICLE 27. Separability

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

ARTICLE 28. Fair Labor Standards Act

- 28.1 In the event of changes in the application of the Fair Labor Standards Act to State and local governments or in the Federal Government implementing regulations which impact upon the provisions of this Agreement or the application thereof, the parties agree that such provisions are immediately subject to renegotiation upon the request of either party to this Agreement.

ARTICLE 29. Termination and Renewal

- 29.1 This agreement is effective January 1, 2023, and shall remain in full force and effect through December 31, 2025.
- 29.2 Pursuant to the provisions of RCW, Chapter 41.56, the employer and the Guild agree to commence negotiations not later than May 1 of the expiration year.

ARTICLE 30. Contract Amendments

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

APPENDIX A

VANCOUVER COMMAND GUILD

Rates of Pay

Effective January 1, 2023

	STEP	STEP	STEP	STEP	STEP	STEP
RANK	1	2	3	4	5	6
		\$	\$	\$	\$	\$
LIEUTENANT		11,089	11,643	12,226	12,837	13,479
		\$	\$	\$	\$	\$
COMMANDER		12,199	12,808	13,449	14,122	14,828

Effective January 1, 2024

	STEP	STEP	STEP	STEP	STEP	STEP
RANK	1	2	3	4	5	6
		\$	\$	\$	\$	\$
LIEUTENANT		11,533	12,109	12,715	13,350	14,018
		\$	\$	\$	\$	\$
COMMANDER		12,687	13,320	13,987	14,687	15,421

Effective January 1, 2025

	STEP	STEP	STEP	STEP	STEP	STEP
RANK	1	2	3	4	5	6
		\$	\$	\$	\$	\$
LIEUTENANT		11,994	12,593	13,223	13,884	14,579
		\$	\$	\$	\$	\$
COMMANDER		13,194	13,853	14,547	15,274	16,038

DATED this _____ day of _____, 2023.

For the Employer:

For the Guild:

Eric Holmes, City Manager

Blaise Geddry, VCG President

Lisa Takach, HR Director

Approved as to form:

Jonathan Young, City Attorney

Attest:

Natasha Ramras, City Clerk



Staff Report: 069-23

TO: Mayor and City Council

FROM: Eric Holmes, City Manager

DATE: 4/24/2023

SUBJECT Affordable Housing Fund Award Amendment - Lifeline Connections Recovery Home for Women

Key Points

- On April 5, 2021, City Council approved an Affordable housing fund (AHF) award of \$125,000 to support the Lifeline Connections Recovery Home for Women project. This project consists of the acquisition of a home to serve 9 mothers with substance use or behavioral health disorders who are experiencing homelessness with their children.
- On March 28, 2022, City Council approved a \$75,000 increase to Lifeline's AHF award for this project due to rising housing costs, increasing their AHF award to \$200,000.
- While an acquisition of a single-family home was initially under consideration at the time of the award, Lifeline Connections identified a triplex for acquisition that would provide 3 three-bedroom units of affordable housing.
- Lifeline Connections has a purchase and sale agreement for this triplex located at 10810 NE 48th Circle Vancouver, WA 98682.
- In order to support this acquisition, Lifeline Connections requested a \$25,000 increase to their AHF award for a total of \$225,000. This award is in line with the standard AHF award of \$75,000 per unit. All three units will have an affordability covenant.
- City staff is seeking Council approval of this award amendment in order to move forward with an AHF contract for this project.

Strategic Plan Alignment

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

Present Situation

On April 5, City Council approved an award of \$125,000 from the Affordable Housing Fund (AHF) to support the Lifeline Connections Recovery Home for Women project. This project consists of the acquisition of housing to support 9 women experiencing homelessness and substance abuse disorders with their children.

In early 2022, Lifeline Connections requested an additional \$75,000 to support the purchase due to increased housing costs. Council approved this award increase on March 28, 2022 for a total AHF award of \$200,000.

While an acquisition of a single-family home was initially under consideration at the time of the award, Lifeline Connections has identified a triplex for acquisition that would provide 3 three-bedroom units of affordable housing. These units would serve 9 women who are experiencing substance abuse and homelessness with their children through providing stable, affordable housing and services. The triplex will operate as a single recovery home for women.

Lifeline has entered into a purchase and sale agreement for this property located at 10810 NE 48th Circle Vancouver, WA 98682. In March 2023, Lifeline requested an additional \$25,000 to support this purchase for a total AHF award of \$225,000. This award amount is consistent with the standard AHF award of \$75,000 per unit of affordable housing. All AHF funds will be used for acquisition, and the three units will have an affordability covenant. This project is also supported by funding from Clark County.

City staff has reviewed this request and recommends approval of this award amendment in order to move forward with an AHF contract for this project.

Advantage(s)

Lifeline Connections will be able to acquire three housing units to support 9 mothers with substance use or behavioral health disorders who are experiencing or at risk of homelessness and their children.

Disadvantage(s)

None

Budget Impact

The 2023-24 Adopted budget in the Property Tax Affordable Housing Fund contains sufficient appropriation to cover this funding request.

Prior Council Review

- April 5, 2021 – Approval of 2021 AHF projects
- March 28, 2022 – Approval of \$75,000 increase to Lifeline Connections award

Action Requested

Approve the revised Lifeline Connections award for AHF funding and authorize the City Manager or designee to execute any corresponding contract documents.

Samantha Whitley, Housing Programs Manager, 360-487-7952

ATTACHMENTS:

- ▣ Resolution - Lifeline Award Update 2023
- ▣ Lifeline Connections AHF award letter
- ▣ Resolution No. M-4165

4/24/2023

RESOLUTION NO. _____

A RESOLUTION relating to low-income housing; providing for adoption of an updated funding award for the Lifeline Connections Recovery Home for Women project through the Affordable Housing Fund and authorizing the City Manager to execute agreements and other related documents on behalf of the City of Vancouver consistent with this Council approved funding award; providing for Severability and an Effective Date.

WHEREAS, in April 2021, Council adopted, by resolution, the Affordable Housing Fund 2021 awards; and

WHEREAS, the Affordable Housing Fund 2021 Council approved funding awards provided \$125,000 in funding to Lifeline Connections for the Recovery Home for Women project to provide up to 9 rooms of affordable housing; and

WHEREAS, in March 2022, City Council approved a \$75,000 increase to Lifeline's AHF award for this project due to rising housing costs, increasing their AHF award to \$200,000; and

WHEREAS, in March 2023, while a single family home was initially under consideration at the time of the award, Lifeline Connections selected a triplex consisting of three three-bedroom units for the Recovery Home and requested an increased AHF award to support a funding gap for the project; and

WHEREAS, the Lifeline Connections Recovery Home for Women project will provide 3 three-bedroom units of affordable housing through operating as a single recovery home serving 9 women and their children; and

RESOLUTION - 1

WHEREAS, due to the agency's demonstrated need for increased project funding and the standard AHF award of \$75,000 per affordable unit, the AHF award will be increased to \$225,000 for the Lifeline Recovery Home for Women project.

NOW, THEREFORE,

BE IT RESOLVED BY THE CITY OF VANCOUVER:

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

Section 2. **Increasing the Affordable Housing Fund award for the Lifeline Connections Recovery Home for Women by \$25,000 for a total award of \$225,000;**

The Affordable Housing Fund award that was previously made to Lifeline Connections for the Recovery Home for Women project in the amount of \$200,000 is hereby amended and increased to \$225,000.

Section 3. The City Manager is hereby authorized to execute the project agreement and other related documents on behalf of the City of Vancouver, consistent with the Affordable Housing Fund 2021 Council approved funding awards.

Section 4. **Severability.** In any section, sentence, clause or phrase of this resolution should be held to be invalid or unconstitutional by a court of competent jurisdiction, such invalidity or unconstitutionality shall not affect the validity or constitutionality of any other section, sentence, clause or phrase of this resolution.

Section 5. **Effective Date.** This Resolution shall become effective immediately after final adoption.

ADOPTED at regular session of the Council of the City of Vancouver, this 24th day of April 2023.

RESOLUTION - 2

Anne McEnery-Ogle, Mayor

Attest:

Natasha Ramras, City Clerk

Approved as to form:

Jonathan Young, City Attorney

RESOLUTION - 3



May 3, 2021

Lifeline Connections
PO Box 1678
Vancouver, WA 98668

Re: Affordable Housing Fund award for Lifeline Connections- Recovery Home for Mothers

Dear Jared Sanford:

Congratulations! Your application to the City of Vancouver Affordable Housing Fund for the Lifeline Connections Recovery Home for Mothers project in the amount of \$125,000 has been conditionally approved by City Council on April 5, 2021. This funding is made available by the City of Vancouver's property tax levy for affordable housing, which serves households earning up to 50% of area median income.

This conditional award is not a guarantee of funds. This letter provides an overview of the pre-contract process and requirements. We will be contacting you to complete a review of your agency and the project. Please note, the City is here to support your agency in developing and carrying out a successful project. Staff will guide you through the steps of the review process and, to the extent that we are able, assist you in meeting the requirements.

Please notify us as soon as possible regarding any updates or changes to the project. Staff will verify the project scope, budget, financing and timeline along with other information submitted in your application. The project will be subject to the City's underwriting standards; including a review of the following (a summary of the Affordable Housing Fund underwriting standards and required documents is also attached):

- Agency capacity to develop and manage the project
- Agency financials
- Proof of land ownership or purchase and sale agreement
- Commitment of other project financing
- Development and operating budgets for the project

Please keep in mind that before contracting, you must meet all City requirements for fund eligibility. These include, but are not limited to, agreement to follow prevailing wage rules if required; necessary insurance; business licensing; fair housing plan; and documentation of other financing.

We anticipate reserving your award for the length of time specified in your project timeline. Projects must be in construction within 24 months after receiving an award of the Affordable Housing Fund dollars. Projects that do not meet this timeline will lose the award. No extensions of awards will be granted.

Finally, before you can obligate the Affordable Housing Funds, the following must also occur:

- A funding agreement must be executed between you and the City along with a deed, note and covenant (City Council approval required for agreements exceeding \$300,000)
- A notice to proceed must be issued to you by City staff

We appreciate your organization's contribution to the City of Vancouver and look forward to working with you on this project. If you have any questions or concerns, feel free to contact me at (360) 487-7952 or peggy.sheehan@cityofvancouver.us.

Sincerely,



Peggy Sheehan
Community Development Programs Manager
City of Vancouver

City of Vancouver Affordable Housing Fund

Required Pre-Contract Documents and Underwriting Criteria

Required Documents:

Organizational Structure

- ☐ Business license or 501(c)(3) certification
- ☐ Board of directors list (if applicable)
- ☐ Proof of insurance

Proof of Land Ownership for Project Site

- ☐ Property purchase agreement or GIS documentation

Developer Capacity

- ☐ Brief description of the organization's experience developing and/or managing low-income housing, to include a summary of recently developed projects and projects currently held in management portfolio
- ☐ Bios and/or resumes describing the experience of development team members, and a description of their role in proposed AHF project
- ☐ Agency annual budget
- ☐ YTD financial statement
- ☐ Updated project timeline

Project Financing

- ☐ Written commitments, award letters, or loan documents demonstrating firm commitments from funding sources
- ☐ If the developer consists of a partnership or limited liability corporation, a copy of the partnership or operating agreement indicating the cash contributions by the partners or members
- ☐ Evidence of available developer equity, if applicable

Budget and Pro Forma (see page 2 for underwriting criteria)

- ☐ Updated development budget
- ☐ Operating pro forma

Underwriting Criteria for Development Budget and Operating Pro Forma:

Development Budget

Construction contingency	Minimum 5%* for new construction Minimum 8%* for rehabilitation *Higher contingency is encouraged, if project budget permits
Soft cost contingency	Maximum 5%
Developer fee	Projects with Low Income Housing Tax Credit (LIHTC) financing: Maximum 15% Non-LIHTC projects: • Maximum 17% for projects with up to 20 units • Maximum 15% for projects with 21-60 units • Maximum 12% for projects with 61 or more units

Operating Pro Forma

Vacancy rate	5-10%** **Below 5% allowable if agency can document a historical pattern of lower vacancy rates for this project (in the case of rehab/acquisition) or other comparable projects (in the case of new construction)
Inflation factor	Minimum 2%
Replacement reserves for maintenance and repair	Minimum \$300 per unit per year
Management fee	5-12%
Operating reserve	6-9 months of costs
Debt Coverage Ratio (Net Operating Income ÷ Debt Service)	1.05 or greater for term of AHF loan

March 28, 2022

RESOLUTION NO. M-4165

A RESOLUTION relating to low-income housing; providing for adoption of 2021 - 2023 funding awards for the Affordable Housing Fund and authorizing the City Manager to execute agreements and other related documents on behalf of the City of Vancouver consistent with Affordable Housing Fund 2021 – 2023 Council approved funding awards; providing for Severability and an Effective Date.

WHEREAS, in June 2016 Council adopted, by resolution, the Affordable Housing Fund Administrative and Financial Plan (A & F Plan) and most recently updated the A & F Plan in February 2022;

WHEREAS, the A & F Plan provides funding among three program areas: Housing Production and Preservation, Temporary Shelter, and Implementation;

WHEREAS, the City of Vancouver released a request for applications for projects to be supported with the 2021 - 2023 Affordable Housing Funds;

WHEREAS, the City received twelve applications for housing construction, acquisition and temporary shelter through the 2021 – 2023 Affordable Housing Fund application process;

WHEREAS, the project review committee and staff recommend funding awards for nine Housing and Temporary Shelter projects developed by Lifeline Connections, the Vancouver Housing Authority (3 projects), Open House Ministries, Share, Outsiders Inn, Council for the Homeless, and the City of Vancouver totaling \$6,513,600;

RESOLUTION - 1

WHEREAS, the recommended Housing awards would provide 70 new affordable units;

WHEREAS, the recommended Homelessness Prevention awards would provide shelter and rental assistance services to 685 people experiencing homelessness;

WHEREAS, the recommended awards are based on community needs, actual applications received, and recommendations from the review committee.

NOW, THEREFORE,

BE IT RESOLVED BY THE CITY OF VANCOUVER:

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

Section 2. Use of the Affordable Housing Fund for Housing and Homelessness Prevention projects;

The Affordable Housing Fund awards totaling \$6,513,600 for Housing Production and Homelessness Prevention projects, attached hereto and incorporated by reference, are hereby approved and adopted.

Section 3. The City Manager is hereby authorized to execute agreements and other related documents on behalf of the City of Vancouver, consistent with the Affordable Housing Fund 2021 - 2023 Council approved funding awards.

Section 4. **Severability.** In any section, sentence, clause or phrase of this resolution should be held to be invalid or unconstitutional by a court of competent jurisdiction, such invalidity or unconstitutionality shall not affect the validity or constitutionality of any other section, sentence, clause or phrase of this resolution.

Section 5. **Effective Date.** This Resolution shall become effective immediately after final adoption.

RESOLUTION - 2

ADOPTED at regular session of the Council of the City of Vancouver, this 28th day
of March, 2022.

DocuSigned by:

Anne McEnerny-Ogle

6C89D9089EC5424...

Anne McEnerny-Ogle, Mayor

Attest:

DocuSigned by:

Natasha Ramras

Natasha Ramras, City Clerk

Approved as to form:

DocuSigned by:

Jonathan Young

Jonathan Young, City Attorney

9A7DC2E31F694A2...

RESOLUTION - 3

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:

\$ 11,405,404.55 this 24th day of April 2023.

DocuSigned by:
Anne McEnerny-Ogle
MAYOR

Cyndi A. Turner
Digitally signed by Cyndi A. Turner
Date: 2023.04.17 16:05:01 -07'00'
AUDITING OFFICER

DocuSigned by:
Ty Stubb
COUNCILMEMBER

DocuSigned by:
W R
COUNCILMEMBER

DATE	INCLUSIVE CHECK NUMBERS	CHECK TOTAL
April 10, 2023 - April 17, 2023	Accounts Payable Checks (see attached)	\$ 7,648,870.90
April 10, 2023 - April 17, 2023	Hansen City Payments (see attached)	\$ 17,751.87
April 10, 2023 - April 17, 2023	Visa Refunds (see attached)	\$ 3,318.40
April 10, 2023 - April 17, 2023	Payroll Checks (see attached)	\$ 3,735,463.38
TOTAL		\$ 11,405,404.55

INVOICE PAYMENTS REPORT

Payment Category	Payment Type	Transaction Reference	Payment Date	Payment Amount	Payment Payee	Memo
Supplier Payment	Check	10592	4/10/2023	6,907.53	Aflac	
Supplier Payment	Check	10593	4/10/2023	5,382.45	AFSCME Local #307	
Supplier Payment	Check	10594	4/10/2023	484.57	California State Disbursement Unit	
Supplier Payment	Check	10595	4/10/2023	491.00	Hawaii SDU	
Supplier Payment	Check	10596	4/10/2023	792.75	IAM Local #1374	
Supplier Payment	Check	10597	4/10/2023	9,075.45	Life Insurance Company of North America	
Supplier Payment	Check	10598	4/10/2023	675.00	MFS Service Center Inc	
Supplier Payment	Check	10599	4/10/2023	75.00	OPEIU Local #11	
Supplier Payment	Check	10600	4/10/2023	3,971.40	OPEIU Local #11	
Supplier Payment	Check	10601	4/10/2023	640.00	Teamsters Local #58	
Supplier Payment	Check	10602	4/10/2023	262.50	UA Local #290	
Supplier Payment	Check	10603	4/10/2023	3,600.00	Western Conference of Teamsters	
Supplier Payment	Check	10604	4/10/2023	1,322.04	Western Metal Industry Pension Plan	
Miscellaneous Payment	Check	10605	4/12/2023	61.47	Advanced Plumbing & Const LLC	MPE-335446 (jobsite: 9703 Butte Ave.)
Miscellaneous Payment	Check	10606	4/12/2023	120.00	Airport Green Neighborhood Association	2023 RecycleU
Miscellaneous Payment	Check	10607	4/12/2023	100.00	Burton Ridge Neighborhood Association	2023 Resource Conservation Challenge
Miscellaneous Payment	Check	10608	4/12/2023	62.51	Christenson Electric Inc	MPE-335845 (jobsite: 108 SE 124th Ave)
Miscellaneous Payment	Check	10609	4/12/2023	149.25	HVAC Inc	MPE-334866 (jobsite: 6425 NE Fourth Plain Blvd)
Miscellaneous Payment	Check	10610	4/12/2023	35.00	Ivan Tokar	Garden Refund
Miscellaneous Payment	Check	10611	4/12/2023	61.47	JC Electric Inc.	MPE-335354 (jobsite: 2705 Q Street)
Miscellaneous Payment	Check	10612	4/12/2023	118.40	J R Johnson LLC	CMI-330319 (jobsite: 3075 NE 57th Ave)
Miscellaneous Payment	Check	10613	4/12/2023	118.40	J R Johnson LLC	CMI-330318 (jobsite: 3073 NE 57th Ave.)
Miscellaneous Payment	Check	10614	4/12/2023	118.40	J R Johnson LLC	CMI-330317 (jobsite: 3071 NE 57th Ave)
Miscellaneous Payment	Check	10615	4/12/2023	62.51	Lin R Rogers Electrical Inc	MPE-334462 (jobsite: 11505 NE Fourth Plain Blvd B 86)
Miscellaneous Payment	Check	10616	4/12/2023	61.47	Metro Overhead Door Inc	MPE-335427 (jobsite: 6612 NE Saint Johns Road)
Miscellaneous Payment	Check	10617	4/12/2023	367.82	Mr Handyman of VNCVR CMS & RDG	RES-333886 (jobsite: 710 SE Olympia Drive)
Miscellaneous Payment	Check	10618	4/12/2023	100.00	Ogden Neighborhood Association	2023 Resource Conservation Challenge
Miscellaneous Payment	Check	10619	4/12/2023	2,100.00	Sarahi Loera	Rental Refund
Miscellaneous Payment	Check	10620	4/12/2023	61.47	Squires Electric	MPE-335895 (jobsite: 11412 NE 49th St)
Miscellaneous Payment	Check	10621	4/12/2023	63.00	Sweet Touch Cafe & Svtoch	Refund of duplicate payment of invoice #77047843
Miscellaneous Payment	Check	10622	4/12/2023	175.00	Vancouver School District	Credit Refund
Supplier Payment	Check	10623	4/12/2023	19,464.00	Action Onsite Inc	
Supplier Payment	Check	10624	4/12/2023	9,010.25	Action Technology Systems	
Supplier Payment	Check	10625	4/12/2023	5,940.00	Afghan Associates Inc	
Supplier Payment	Check	10626	4/12/2023	43.51	Airgas, Inc	
Supplier Payment	Check	10627	4/12/2023	96.25	Allegiance Benefit Plan Management Inc - Remit-To: Pensioners	
Supplier Payment	Check	10628	4/12/2023	77.00	Allegiance Benefit Plan Management Inc - Remit-To: Pensioners	
Supplier Payment	Check	10629	4/12/2023	136.00	American Sani-Can	
Supplier Payment	Check	10630	4/12/2023	862.58	APS, INC.	
Supplier Payment	Check	10631	4/12/2023	130.47	Aramark Uniform & Career Apparel LLC - Remit-To: Aramark - Pasadena	
Supplier Payment	Check	10632	4/12/2023	95,803.76	Associated Petroleum Products, Inc.	
Supplier Payment	Check	10633	4/12/2023	9,588.21	Bacon Collision	
Supplier Payment	Check	10634	4/12/2023	8,693.82	BHC Consultants LLC	
Supplier Payment	Check	10635	4/12/2023	4,110.00	Bickmore Actuarial - Remit-To: Bickmore Actuarial	
Supplier Payment	Check	10636	4/12/2023	15,880.75	BSK Associates - Remit-To: Supplier BSK Associates	
Supplier Payment	Check	10637	4/12/2023	11,663.75	Cascade Signal Corporation	
Supplier Payment	Check	10638	4/12/2023	10,982.00	CBG Communications Inc	
Supplier Payment	Check	10639	4/12/2023	1,122.41	Cellco Partnership - Remit-To: Cellco - Dallas	
Supplier Payment	Check	10640	4/12/2023	1,899.88	Cintas	
Supplier Payment	Check	10641	4/12/2023	171.00	City of Vancouver - Remit-To: COV Main	
Supplier Payment	Check	10642	4/12/2023	18,361.25	Clark County Fire District 5	
Supplier Payment	Check	10643	4/12/2023	2,459.37	Clark County - Remit-To: Clark County - Treasurer Seattle	

INVOICE PAYMENTS REPORT

Payment Category	Payment Type	Transaction Reference	Payment Date	Payment Amount	Payment Payee	Memo
Supplier Payment	Check	10644	4/12/2023	123,948.24	Clary Longview LLC	
Supplier Payment	Check	10645	4/12/2023	91,822.75	Columbia Resource Company	
Supplier Payment	Check	10646	4/12/2023	108.31	Comcast Holdings Corporation - Remit-To: Comcast Business - City of Industry	
Supplier Payment	Check	10647	4/12/2023	118.57	Comcast Holdings Corporation - Remit-To: Comcast Business - City of Industry	
Supplier Payment	Check	10648	4/12/2023	113.57	Comcast Holdings Corporation - Remit-To: Comcast Business - City of Industry	
Supplier Payment	Check	10649	4/12/2023	151.13	Comcast Holdings Corporation - Remit-To: Comcast Business - City of Industry	
Supplier Payment	Check	10650	4/12/2023	106.63	Comcast Holdings Corporation - Remit-To: Comcast Business - City of Industry	
Supplier Payment	Check	10651	4/12/2023	4,093.34	CUES Inc - Remit-To: CUES Inc - Cincinnati	
Supplier Payment	Check	10652	4/12/2023	525.88	CyberSource Corporation - Remit-To: CyberSource - Los Angeles	
Supplier Payment	Check	10653	4/12/2023	3,382.90	Datec Inc	
Supplier Payment	Check	10654	4/12/2023	744.58	Day Management Corp - Remit-To: Day Wireless - Milwaukee	
Supplier Payment	Check	10655	4/12/2023	9,284.85	DKS Associates Inc	
Supplier Payment	Check	10656	4/12/2023	3,758.32	Emerald Services Inc - Remit-To: Emerald - Pittsburgh	
Supplier Payment	Check	10657	4/12/2023	23,483.08	Epic Land Solutions, Inc.	
Supplier Payment	Check	10658	4/12/2023	2,979.00	Erickson Structural Consulting Engineers	
Supplier Payment	Check	10659	4/12/2023	935.00	Examworks Inc	
Supplier Payment	Check	10660	4/12/2023	1,436.86	FFA Architecture and Interiors, Inc	
Supplier Payment	Check	10661	4/12/2023	244.40	Genuine Parts Company - Remit-To: NAPA - Vancouver	
Supplier Payment	Check	10662	4/12/2023	14,211.49	HDJ Design Group - Remit-To: HDJ - Portland	
Supplier Payment	Check	10663	4/12/2023	1,193.23	Iron Mountain Inc - Remit-To: Iron Mountain - New York	
Supplier Payment	Check	10664	4/12/2023	10,522.02	KBT Distributing LLC	
Supplier Payment	Check	10665	4/12/2023	1,173.98	Kurita America Inc - Remit-To: US Water - Minneapolis	
Supplier Payment	Check	10666	4/12/2023	4,564.60	Lakeside Industries Inc - Remit-To: Lakeside - LB Seattle	
Supplier Payment	Check	10667	4/12/2023	5,820.96	McCain Inc.	
Supplier Payment	Check	10668	4/12/2023	1,759.13	Mobes Business Forms	
Supplier Payment	Check	10669	4/12/2023	991.34	National Safety Inc	
Supplier Payment	Check	10670	4/12/2023	48,523.00	Newco Inc.	
Supplier Payment	Check	10671	4/12/2023	2,497.80	Nolan Merriman	
Supplier Payment	Check	10672	4/12/2023	18,182.15	Northwest Natural Gas Company - Remit-To: NW Natural - Portland	
Supplier Payment	Check	10673	4/12/2023	18,344.16	Northwest Staffing Resources Inc - Remit-To: Northwest Staffing Resources	
Supplier Payment	Check	10674	4/12/2023	263.08	Orion Medical Supply	
Supplier Payment	Check	10675	4/12/2023	9,005.79	Parkeon	
Supplier Payment	Check	10676	4/12/2023	7,077.11	Passport Labs Inc. - Remit-To: Passport Labs Inc	
Supplier Payment	Check	10677	4/12/2023	75.00	PDH Creative	
Supplier Payment	Check	10678	4/12/2023	70.00	Porter W Yett Company	
Supplier Payment	Check	10679	4/12/2023	3,104.00	Portland Adventist Medical Center	
Supplier Payment	Check	10680	4/12/2023	40,504.14	Portland Mechanical Construction LLC	
Supplier Payment	Check	10681	4/12/2023	53,596.98	PPC Solutions Inc	
Supplier Payment	Check	10682	4/12/2023	2,250.00	Public Safety Testing Inc.	
Supplier Payment	Check	10683	4/12/2023	173.48	Qwest Corporation - Remit-To: Qwest Corp- Seattle	
Supplier Payment	Check	10684	4/12/2023	715.00	R & W Engineering Inc	
Supplier Payment	Check	10685	4/12/2023	9,135.43	S&B Inc	
Supplier Payment	Check	10686	4/12/2023	6.10	State of Oregon Department of Transportation - Remit-To: OR DMV - Salem	

INVOICE PAYMENTS REPORT

Payment Category	Payment Type	Transaction Reference	Payment Date	Payment Amount	Payment Payee	Memo
Supplier Payment	Check	10687	4/12/2023	253,379.68	State of Washington Department of Employment Security - Remit-To: State of Washington Department of Employment Security / Seattle	
Supplier Payment	Check	10688	4/12/2023	301.44	State of Washington Department of Licensing - Remit-To: DOL - Seattle Remit	
Supplier Payment	Check	10689	4/12/2023	4,494.72	State of Washington Department of Natural Resources - Remit-To: Dept of Natural Resources Box 47041	
Supplier Payment	Check	10690	4/12/2023	2,578.63	State of Washington Department of Transportation	
Supplier Payment	Check	10691	4/12/2023	6.55	Stericycle Inc - Remit-To: Shred-It	
Supplier Payment	Check	10692	4/12/2023	20.72	Stericycle Inc - Remit-To: Stericycle	
Supplier Payment	Check	10693	4/12/2023	96.73	Stericycle Inc - Remit-To: Stericycle	
Supplier Payment	Check	10694	4/12/2023	11,310.70	SWARCO McCain, Inc.	
Supplier Payment	Check	10695	4/12/2023	1,000.00	Talx UCM Services Inc	
Supplier Payment	Check	10696	4/12/2023	9,692.28	Tapani Materials Inc	
Supplier Payment	Check	10697	4/12/2023	183,499.96	TCF Architecture, PLLC	
Supplier Payment	Check	10698	4/12/2023	3,000.00	The Amy VanCamp Experience LLC	
Supplier Payment	Check	10699	4/12/2023	1,404.00	The Loudenback Corporation	
Supplier Payment	Check	10700	4/12/2023	4,915.05	Traffic Safety Supply Co Inc	
Supplier Payment	Check	10701	4/12/2023	430.90	United Parcel Service	
Supplier Payment	Check	10702	4/12/2023	68.72	United States Dosimetry Technology Inc	
Supplier Payment	Check	10703	4/12/2023	95.00	Vancouver Granite Works Inc	
Supplier Payment	Check	10704	4/12/2023	125,000.00	Vancouver USA Regional Tourism Office	
Supplier Payment	Check	10705	4/12/2023	489.18	W.B. Sprague Co. Inc.	
Supplier Payment	Check	10706	4/12/2023	479.01	Walter E Nelson Company	
Supplier Payment	Check	10707	4/12/2023	420.96	Wapiti NW LLC	
Supplier Payment	Check	10708	4/12/2023	900.00	Washington Economic Development Association	
Supplier Payment	Check	10709	4/12/2023	2,475.00	WA State LEOFF 1 Education Association	
Supplier Payment	Check	10710	4/12/2023	7,428.89	Waste Connections of Washington - Remit-To: Waste Connections - Vancouver	
Supplier Payment	Check	10711	4/12/2023	65,775.55	Waste Connections of Washington - Remit-To: Waste Connections - Vancouver	
Supplier Payment	Check	10712	4/12/2023	1,392.45	Wesco Distribution, Inc.	
Supplier Payment	Check	10713	4/12/2023	1,408.00	Western Water Works Supply Co Inc	
Supplier Payment	Check	10714	4/12/2023	1,911.34	Wex Bank	
Supplier Payment	Check	10715	4/12/2023	2,653.43	WSP USA Inc. - Remit-To: WSP USA Inc. Dallas	
Supplier Payment	Check	10716	4/12/2023	56.79	WW Grainger Inc	
Supplier Payment	Check	10717	4/12/2023	195.11	XPO Logistics Enterprise Services, Inc - Remit-To: XPO - Portland	
Ad Hoc Payment	Check	10718	4/12/2023	0.73	Ah Devco Inc	Utility Refunds: 0500005154-01
Ad Hoc Payment	Check	10719	4/12/2023	91.84	Camp,Carla	Utility Refunds: 0139000470-02
Ad Hoc Payment	Check	10720	4/12/2023	41.22	Christy A Kester, Greg A Linnell, or Amber K Schroeder	Utility Refunds: 0056045400-00
Ad Hoc Payment	Check	10721	4/12/2023	11.86	Colleen Ann Larson Successor Trustee of the Ronald,L Gustafson Revocable Living Trust	Utility Refunds: 0087038700-13
Ad Hoc Payment	Check	10722	4/12/2023	94.43	Diane Morris or Jeff Garbarino	Utility Refunds: 0018023800-09
Ad Hoc Payment	Check	10723	4/12/2023	248.41	Eby,Walter	Utility Refunds: 0141004382-04
Ad Hoc Payment	Check	10724	4/12/2023	93.32	Elvira M Sutherland Trustee of the Family,Subtrust of the Sutherland Family	Utility Refunds: 0068054600-00
Ad Hoc Payment	Check	10725	4/12/2023	619.68	Hensley,Jerry	Utility Refunds: 0023018801-00
Ad Hoc Payment	Check	10726	4/12/2023	300.96	Kenaga,Douglas	Utility Refunds: 0096002800-05 Consolidated refund created from multiple refunds

INVOICE PAYMENTS REPORT

Payment Category	Payment Type	Transaction Reference	Payment Date	Payment Amount	Payment Payee	Memo
Ad Hoc Payment	Check	10727	4/12/2023	189.72	Lorrie or Harry or Jon Bell or Kathy Powers	Utility Refunds: 0034013600-15
Ad Hoc Payment	Check	10728	4/12/2023	255.24	Marquez, Lafa D	Utility Refunds: 0079079900-23 Consolidated refund created from multiple refunds
Ad Hoc Payment	Check	10729	4/12/2023	198.29	Meyer, Gretchen	Utility Refunds: 0039100410-02 Consolidated refund created from multiple refunds
Ad Hoc Payment	Check	10730	4/12/2023	434.20	Morrow, Philip Lee or Patricia Lyn	Utility Refunds: 0043015600-01 Consolidated refund created from multiple refunds
Ad Hoc Payment	Check	10731	4/12/2023	188.62	Nicosia, Mark or Kimberly	Utility Refunds: 0071074000-03
Ad Hoc Payment	Check	10732	4/12/2023	90.81	Preston, Nicole or Shannon	Utility Refunds: 0135000100-03
Ad Hoc Payment	Check	10733	4/12/2023	68.97	Stan West Butterfield	Utility Refunds: 0154031400-01
Ad Hoc Payment	Check	10734	4/12/2023	92.89	Thomas E Gray Tstee and Kay NG Gray Tstee, Gray F Revocable Living Trust	Utility Refunds: 0109005206-15
Ad Hoc Payment	Check	10735	4/12/2023	76.41	Toburen, Todd or Panethong	Utility Refunds: 0108005720-03
Ad Hoc Payment	Check	10736	4/12/2023	248.41	Walter Eby and Pauline Eby Trustees, of the W&P Eby Joint Trust	Utility Refunds: 0141004382-04
Ad Hoc Payment	Check	10737	4/12/2023	151.00	Weibel, Murlin or Phyllis	Utility Refunds: 0057039520-01 Consolidated refund created from multiple refunds
			Check	1,465,487.30		
Cash Advance Payment	Direct Deposit	EFT-00191921	4/13/2023	207.50	Kimberly Kapp	Travel Advance
Cash Advance Payment	Direct Deposit	EFT-00191922	4/13/2023	371.75	Philip Gigler	Travel Advance
Cash Advance Payment	Direct Deposit	EFT-00191923	4/13/2023	371.75	Mike Nguyen	Travel Advance
Cash Advance Payment	Direct Deposit	EFT-00191924	4/13/2023	371.75	Dan Lloyd	Travel Advance
Cash Advance Payment	Direct Deposit	EFT-00191925	4/13/2023	197.50	Troy Rawlins	Travel Advance
Cash Advance Payment	Direct Deposit	EFT-00191926	4/13/2023	109.75	Nena Cook	Travel Advance
Cash Advance Payment	Direct Deposit	EFT-00191927	4/13/2023	371.75	Jacob Randall	Travel Advance
Cash Advance Payment	Direct Deposit	EFT-00191928	4/13/2023	207.50	Sara Baynard-Cooke	Travel Advance
Cash Advance Payment	Direct Deposit	EFT-00191929	4/13/2023	517.50	Steve Savage	Travel Advance
Cash Advance Payment	Direct Deposit	EFT-00191930	4/13/2023	383.50	Brendan McMillan	Travel Advance
Cash Advance Payment	Direct Deposit	EFT-00191931	4/13/2023	371.75	Lacey Nichols	Travel Advance
Cash Advance Payment	Direct Deposit	EFT-00191932	4/13/2023	371.75	Kevin McClure	Travel Advance
Expense Payment	Direct Deposit	EFT-00191933	4/13/2023	103.50	Mark Magdaleno	Employee Reimbursement
Expense Payment	Direct Deposit	EFT-00191934	4/13/2023	290.00	Joseph Desormeau	Employee Reimbursement
Expense Payment	Direct Deposit	EFT-00191935	4/13/2023	103.50	Andrey Yelizavetskiy	Employee Reimbursement
Expense Payment	Direct Deposit	EFT-00191936	4/13/2023	2.60	Kevin Smithline	Employee Reimbursement
Expense Payment	Direct Deposit	EFT-00191937	4/13/2023	290.00	Zachary Prine	Employee Reimbursement
Expense Payment	Direct Deposit	EFT-00191938	4/13/2023	290.00	Alexander Aase	Employee Reimbursement
Expense Payment	Direct Deposit	EFT-00191939	4/13/2023	10.83	Lonny Klugman	Employee Reimbursement
Expense Payment	Direct Deposit	EFT-00191940	4/13/2023	137.76	Jason Hathaway	Employee Reimbursement
Expense Payment	Direct Deposit	EFT-00191941	4/13/2023	290.00	TYLER BRAWAND	Employee Reimbursement
Expense Payment	Direct Deposit	EFT-00191942	4/13/2023	3,026.36	Anne McEnerry-Ogle	Employee Reimbursement
Expense Payment	Direct Deposit	EFT-00191943	4/13/2023	52.02	Jaime Blas Iopez	Employee Reimbursement
Expense Payment	Direct Deposit	EFT-00191944	4/13/2023	125.00	Shane LaBeck	Employee Reimbursement
Expense Payment	Direct Deposit	EFT-00191945	4/13/2023	103.50	Eric Becker	Employee Reimbursement
Expense Payment	Direct Deposit	EFT-00191946	4/13/2023	230.00	Bryan Edmiston	Employee Reimbursement
Expense Payment	Direct Deposit	EFT-00191947	4/13/2023	230.00	Noah Hilliker	Employee Reimbursement
Expense Payment	Direct Deposit	EFT-00191948	4/13/2023	18.00	Thomas Schell	Employee Reimbursement
Expense Payment	Direct Deposit	EFT-00191949	4/13/2023	1,909.54	Ty Stober	Employee Reimbursement
Expense Payment	Direct Deposit	EFT-00191950	4/13/2023	211.75	Thor Tesdale	Employee Reimbursement
Expense Payment	Direct Deposit	EFT-00191951	4/13/2023	77.95	Ryan Lopossa	Employee Reimbursement
			Direct Deposit	11,356.06		
Supplier Payment	EFT	EFT-00191874	4/10/2023	12,050.22	Vancouver Police Officer Guild	
Supplier Payment	EFT	EFT-00191875	4/10/2023	15,256.60	Allegiance Benefit Plan Management Inc	
Supplier Payment	EFT	EFT-00191876	4/10/2023	131.22	Legal Shield	

*Please contact Procurement Services if you would like to review the justification for EMERGENCY procurement.

INVOICE PAYMENTS REPORT

Payment Category	Payment Type	Transaction Reference	Payment Date	Payment Amount	Payment Payee	Memo
Supplier Payment	EFT	EFT-00191877	4/10/2023	950.40	Vancouver Command Guild	
Supplier Payment	EFT	EFT-00191878	4/10/2023	25,824.78	IAFF Local #452	
Supplier Payment	EFT	EFT-00191952	4/13/2023	171,474.55	Parker Pacific Development LLC	
Supplier Payment	EFT	EFT-00191953	4/13/2023	9,053.36	Second Step Housing	
Supplier Payment	EFT	EFT-00191954	4/13/2023	5,008.67	Waxie's Enterprises Inc	
Supplier Payment	EFT	EFT-00191955	4/13/2023	192.04	Praxair Distribution Inc	
Supplier Payment	EFT	EFT-00191956	4/13/2023	10,934.83	His Masterpiece LLC	
Supplier Payment	EFT	EFT-00191957	4/13/2023	4,073.90	Key Code Media, Inc	
Supplier Payment	EFT	EFT-00191958	4/13/2023	1,200.00	Vancouver Downtown Association	
Supplier Payment	EFT	EFT-00191959	4/13/2023	949,074.74	Ross Builders Northwest, LLC	
Supplier Payment	EFT	EFT-00191960	4/13/2023	46,903.00	EGM, Inc.	
Supplier Payment	EFT	EFT-00191961	4/13/2023	3,343.31	Outsiderinn.org	
Supplier Payment	EFT	EFT-00191962	4/13/2023	7,940.71	Retail Lockbox Inc	
Supplier Payment	EFT	EFT-00191963	4/13/2023	4,704.90	Eagle Newspaper Inc	
Supplier Payment	EFT	EFT-00191964	4/13/2023	9,104.33	Del Sol Inc	
Supplier Payment	EFT	EFT-00191965	4/13/2023	18,913.54	Living Hope Church	
Supplier Payment	EFT	EFT-00191966	4/13/2023	36,909.08	State of Washington Auditor's Office	
Supplier Payment	EFT	EFT-00191967	4/13/2023	185,585.31	North Cascades Excavating, LLC	
Supplier Payment	EFT	EFT-00191968	4/13/2023	82,911.43	Western United Civil Group, LLC	
Supplier Payment	EFT	EFT-00191969	4/13/2023	903.00	Allegiance Benefit Plan Management Inc - Remit-To: Pensioners	
Supplier Payment	EFT	EFT-00191970	4/13/2023	164,647.62	First Forty Feet LLC	
Supplier Payment	EFT	EFT-00191971	4/13/2023	77.50	The Gunter Group LLC	
Supplier Payment	EFT	EFT-00191972	4/13/2023	3,626.15	Metro Overhead Door Inc	
Supplier Payment	EFT	EFT-00191973	4/13/2023	95,177.55	Lee Contractors LLC	
Supplier Payment	EFT	EFT-00191974	4/13/2023	4,404.83	Pitney Bowes Inc	
Supplier Payment	EFT	EFT-00191975	4/13/2023	74,330.50	Coffman Engineers Inc	
Supplier Payment	EFT	EFT-00191976	4/13/2023	15,000.00	Right Click Solutions Inc.	
Supplier Payment	EFT	EFT-00191977	4/13/2023	30,547.66	Fehr & Peers	
Supplier Payment	EFT	EFT-00191978	4/13/2023	7,208.67	Vancouvercenter Condominium Association	
			EFT	1,997,464.40		
Supplier Payment	Manual Wire		4/3/2023	46,118.77	JP Morgan Chase Bank, N.A.	
Supplier Payment	Manual Wire		4/7/2023	303.45	Allegiance Benefit Plan Management Inc - Remit-To: COBRA	
Supplier Payment	Manual Wire		4/10/2023	21,153.09	Western States Health & Welfare Trust	
Supplier Payment	Manual Wire		4/10/2023	1,192.18	Vancouver Fire Command Officers	
Supplier Payment	Manual Wire		4/10/2023	5,078.81	Washington SDU	
Supplier Payment	Manual Wire		4/10/2023	21,080.34	Washington State Firefighters	
Supplier Payment	Manual Wire		4/10/2023	25,499.76	Vancouver Firefighters Union Health & Welfare Trust	
Supplier Payment	Manual Wire		4/10/2023	743.50	Oregon SDU	
Supplier Payment	Manual Wire		4/10/2023	263,375.39	ICMA Corp	
Supplier Payment	Manual Wire		4/10/2023	7,975.14	ICMA 401A	
Supplier Payment	Manual Wire		4/10/2023	24,295.33	Washington Dental Service	
Supplier Payment	Manual Wire		4/10/2023	152,669.10	Blue Cross Blue Shield of Oregon	
Supplier Payment	Manual Wire		4/10/2023	51,093.06	State of Washington Department of Retirement System (PERS)	
Supplier Payment	Manual Wire		4/10/2023	235.20	Keybank National Association	
Supplier Payment	Manual Wire		4/11/2023	1,117,549.92	Internal Revenue Service	
Supplier Payment	Manual Wire		4/12/2023	39,089.43	State of Oregon Department of Revenue	
Supplier Payment	Manual Wire		4/12/2023	839,641.83	State of Washington Department of Retirement System (PERS)	
Supplier Payment	Manual Wire		4/12/2023	10,287.63	Bank Of America N.A. - Remit-To: Charlotte NC	
Supplier Payment	Manual Wire		4/13/2023	378,092.63	Kaiser Permanente - Remit-To: Kaiser Permanente	
Supplier Payment	Manual Wire		4/13/2023	90,305.24	Blue Cross Blue Shield of Oregon	
Supplier Payment	Manual Wire		4/13/2023	90,495.88	Reliastar Life Insurance Co	
Supplier Payment	Manual Wire		4/13/2023	1,520.76	VSP Vision Care Inc	
Supplier Payment	Manual Wire		4/13/2023	69,621.57	Liberty Mutual Group Inc.	
Procurement Card Payment	Manual Wire		4/14/2023	917,145.13	CoV JPM Procurement Card	
			Manual Wire	4,174,563.14		
			Checks	1,465,487.30		
			Direct Deposit	11,356.06		
			EFT	1,997,464.40		
			4/17/2023	17,751.87	City Payments	Posted 04-10-23 to 04-16-23

INVOICE PAYMENTS REPORT

Payment Category	Payment Type	Transaction Reference	Payment Date	Payment Amount	Payment Payee	Memo
			Hansen Total	17,751.87		
			4/17/2023	1,651.65	Miscellaneous	Parks Class Refunds FCC 04-10-23 to 04-16-23
			4/17/2023	1,666.75	Miscellaneous	Parks Class Refunds MCC 04-10-23 to 04-16-23
			VISA Total	3,318.40		
			Payroll Total	3,735,463.38		
			GRAND TOTAL	11,405,404.55		

*Please contact Procurement Services if you would like to review the justification for EMERGENCY procurement.

City of Vancouver
Payroll Council Report
April 10, 2023 - April 16, 2023

Check No.	Date	Explanation	Amount
1127 - 1156	04/10/23	April 10th Payroll	\$ 11,530.37
190059 - 191873	04/10/23	April 10th Direct Deposits	\$ 3,723,933.01
N/A	04/10/23	4/10/23 NACHA Return	\$ (79.18)
1157	04/10/23	Replacement for NACHA return	\$ 79.18
N/A	04/10/23	4/10/23 NACHA Return	\$ (2,760.74)
1158	04/11/23	Replacement for NACHA return	\$ 2,760.74
N/A	04/10/23	4/10/23 NACHA Return	\$ (3,627.82)
1159	04/11/23	Replacement for NACHA return	\$ 3,627.82
N/A	04/10/23	4/10/23 NACHA Return	\$ (1,446.62)
1160	04/11/23	Replacement for NACHA return	\$ 1,446.62
N/A	04/10/23	4/10/23 NACHA Return	\$ (1,508.98)
191979	04/13/23	Replacement for NACHA return	\$ 1,508.98

\$ 3,735,463.38



Staff Report: 070-23

TO: Mayor and City Council

FROM: Eric Holmes, City Manager

DATE: 4/24/2023

SUBJECT Daniels Apartments Multifamily Tax Exemption

Key Points

- The Multifamily Tax Exemption Program (VMC 3.22) is designed as an incentive for developers to build new private multi-family development in targeted areas of the City.
- The applicant is requesting a 10-year exemption for a 20-unit apartment building where 4 (20%) of the units will be restricted to households at or below 80% of the Area Median Family Income.
- Over the 20-year period following construction, the project (with the exemption) will generate nearly \$864,000 in taxes benefiting all taxing districts (ports, schools, county, city, etc.) and a total of \$279,000 in taxes benefiting the City of Vancouver. Total estimated foregone tax revenue for all districts would be \$153,000. The forgone taxes specific to the City of Vancouver would be \$56,000. Construction sales taxes and utility taxes will still be collected during the exemption.
- When the tax exemption period ends, the project will return to the property tax rolls as if it were new construction.

Strategic Plan Alignment

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

Goal 8, Objective 8.2: Strengthen neighborhood business districts

Present Situation

The project is located at 904 Daniels Street in downtown Vancouver. The applicant is requesting a Multi-Family Housing Limited Property Tax Exemption for a 3-story, 20-unit apartment building with 17 associated on-site parking spaces. The proposed development will include studio, one-bedroom, and two-bedroom units. The total estimated development cost is \$5.5 million.

The applicant is requesting a 10-year exemption where 4 units (20% of the total units) will be

reserved for households earning 80% of Area Median Family Income or less. The HUD 80% Area Median Family Income in the Portland/Vancouver MSA for a 2-person household is currently \$68,160. The maximum monthly rents for the income-based units would be \$1,492 for a studio, \$1,598 for a one-bedroom unit, and \$1,918 for a two-bedroom unit. Income-based units may float throughout the property, however income-based units must be comparable in terms of size, features, and number of bedrooms to the remaining units in the project. In addition, the property owner will include information about the availability of designated income-based units in any advertising or marketing for the property.

Over 20 years (with the exemption) the project is estimated to generate \$864,000 in taxes benefitting all taxing districts (ports, county, city, etc.) including \$279,000 specifically generated for the City of Vancouver. Potentially foregone revenue during the exemption is estimated at \$153,000 for all taxing districts and \$56,000 specifically for Vancouver. The development will still generate construction sales tax revenue and utility tax revenue during the exemption period.

Advantage(s)

1. Adds 20 new multi-family units in the Vancouver City Center Vision residential target area.
2. Adds 4 income restricted units for households earning 80% or less of the area median income for 10 years following completion of the final certificate.

Disadvantage(s)

1. Foregone tax revenue for all districts is estimated at \$153,000 over the 10-year exemption.
2. Foregone tax revenue specific to the City of Vancouver is estimated at \$56,000 over the 10-year exemption.

Budget Impact

Although the residential structure portion of the property taxes will be exempt for 10 years the City will still receive taxes from the land value and other additional revenues from the development, including sales tax, permit fees, and system development charges. There will be a small incremental increase in demand for public services during the 10-year exemption period without full associated tax revenues. Following the 10-year exemption period, the property will return to the tax base as new construction, and the City and other taxing districts will begin receiving the residential portion of the property taxes.

Prior Council Review

Council briefing Memo dated January 19, 2023.

Action Requested

On April 24, 2023, following a public hearing, adopt a resolution authorizing the City Manager or designee to execute a multi-family housing limited property tax exemption certificate and take any and all action necessary to enforce the terms thereof.

Bryan Monroe, Associate Planner, 360-487-7958

ATTACHMENTS:

- ▣ Daniels Apartments MFTE Pre-hearing Council Memo
- ▣ Daniels Apartments MFTE Presentation
- ▣ Daniels Apartments MFTE Resolution
- ▣ Daniels Apartments MFTE Agreement (Res EX B)

DATE: January 19, 2023

TO: Eric Holmes, City Manager

FROM: Patrick Quinton, Economic Development Director

CC:

RE: **Multi-Family Housing Limited Property Tax Exemption - Daniels Apartments**

Purpose

Brief City Council on the Daniels Apartments Multi-Family Housing Limited Property Tax Exemption project prior to the February 6, 2023, public hearing.

Program Background

In 1997, the City of Vancouver adopted a multifamily tax exemption (MFTE) program to stimulate new construction of multi-family housing in specifically designated areas to reduce development pressure on single-family residential neighborhoods, to increase and improve housing opportunities, encourage higher development densities, and support local business opportunities. In 2011, the City amended the MFTE ordinance adding an option to provide income restricted units. To date, the MFTE program has approved 38 projects totaling 3,483 new units and 326 income restricted units.

Current Proposal

The project site is within the Vancouver City Center Vision residential target area at the NE corner of 9th Street and Daniels Street (former Peoples Credit Union site). The project address is at 904 Daniels, Vancouver, WA, 98660 (Tax Lots 46590000, 46580000). The development is a 3-story apartment building containing 20 units with 17 on-site parking spaces. The development occupies the southeast ¼ of the city block.

The applicant is requesting the 10-year income-restricted property tax exemption option where 20% of the total units will be restricted to households earning 80% median family income or less. The current maximum monthly rent affordable to households earning 80% of median income would be \$1,492 for a studio, \$1,598 for a 1-bedroom unit, and \$1,918 for a 2-bedroom unit. Income-based units may float throughout the property, however income-based units must be comparable in terms of size, features, and number of bedrooms to the remaining units in the project. In addition, the property owner will include information about the availability of designated income-based units in any advertising or marketing for the property.

The current HUD income limit for a 2-person household earning 80% family median income in the Portland/Vancouver metropolitan statistical area is currently \$68,160.

The proposed building will have studio, 1-bedroom, and 2-bedroom units. Per the applicant, the unit types and rents will be:

Market Units			
Type	Av. Size	Units	Rent
Studio	528	6	\$1,300-1,500
1 Bedroom /1 bath	703	12	\$1,450- 1,750
2 Bedroom / 2 bath	895	2	\$2,000

Restricted Units			
Type	Av. Size	Units	Max. Rent
Studio	528	1	\$1,492
1 Bedroom /1 bath	703	2	\$1,598
2 Bedroom / 2 bath	895	1	\$1,918

Taxes Generated and Taxes Foregone

The estimated construction cost is \$5.5 million. Over 20 years (with the exemption), the project is estimated to generate \$864,000 in taxes benefitting all taxing districts (ports, county, city, etc.) including \$279,000 specifically generated for the City of Vancouver. Potentially foregone revenue during the exemption is estimated at \$153,000 for all taxing districts and \$56,000 specifically for Vancouver. The development will still generate construction sales tax revenue and utility tax revenue during the exemption period.

Next Steps

- On February 6, 2023, conduct a Public Hearing to consider a resolution for the proposed exemption.

Staff Contact

Patrick Quinton- Economic Development Director- Economic Prosperity and Housing Department

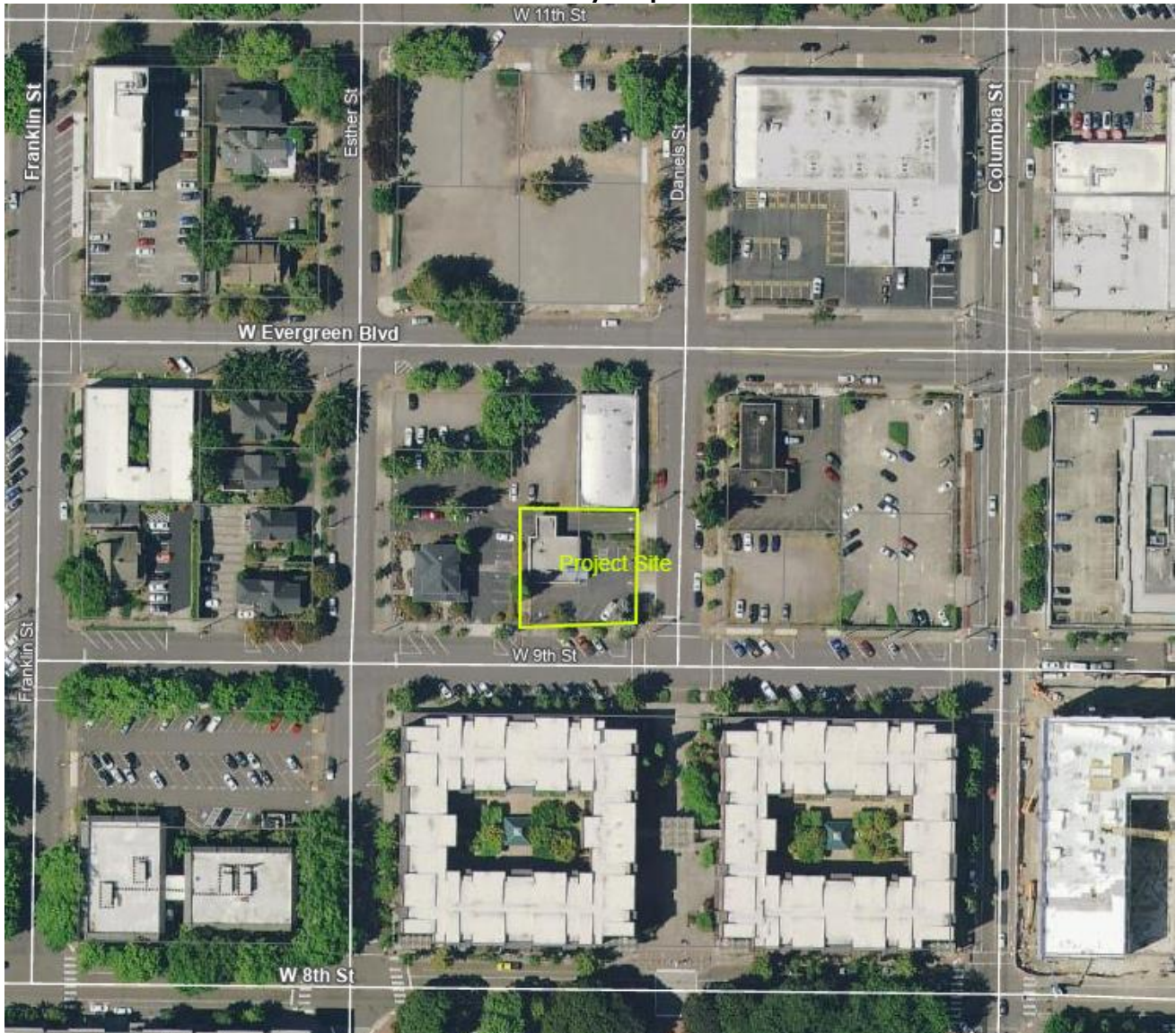
Samantha Whitley- Housing Programs Manager- Economic Prosperity and Housing Department

Bryan Monroe- Associate Planner- Economic Prosperity and Housing Department

Exhibits:

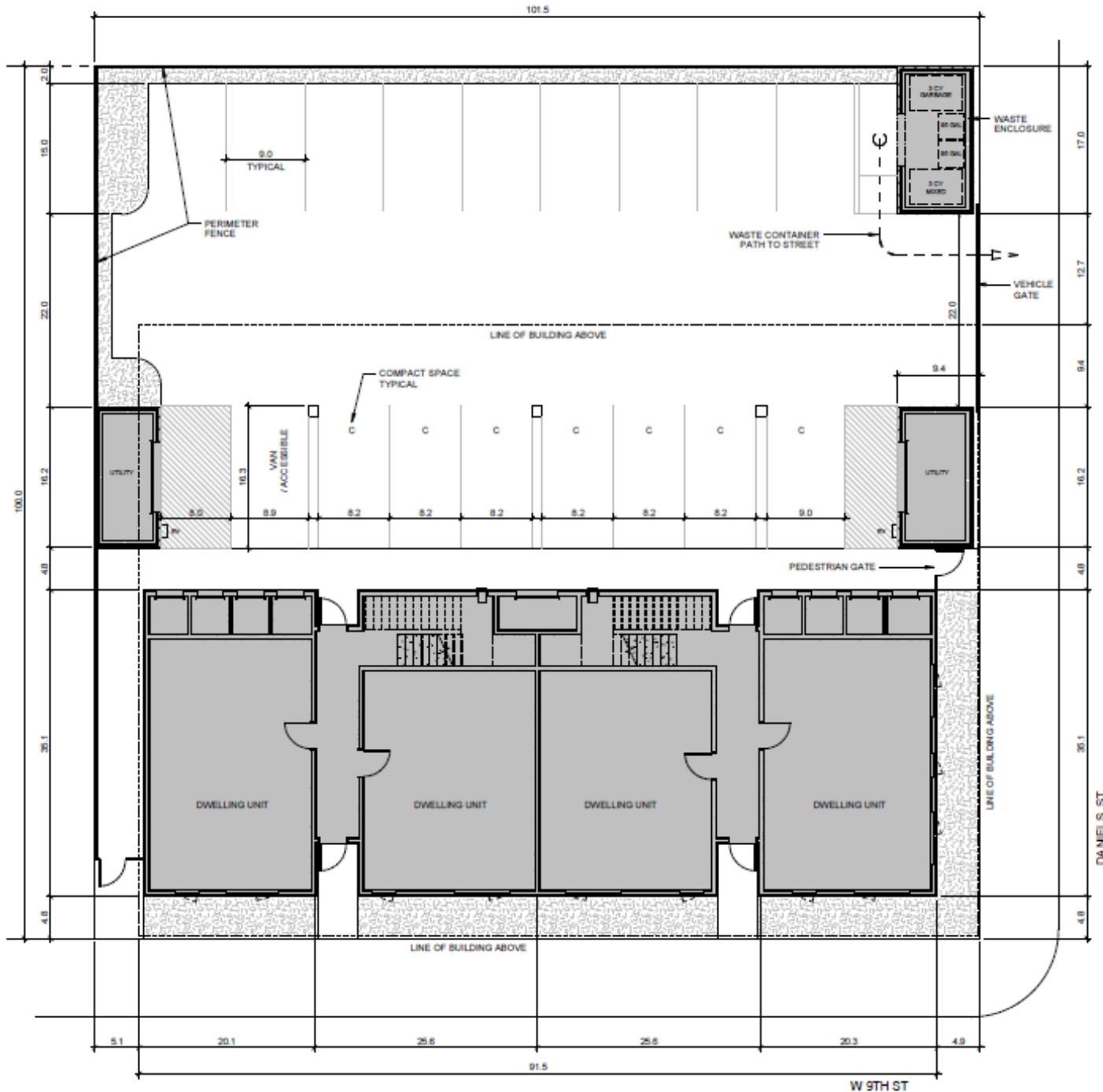
- Vicinity Map
- Site Plan
- Project Renderings

Vicinity Map



North ↑

Site Plan



A1 PRELIMINARY SITE PLAN
 1/8" = 1'-0"

Building Renderings



view from 9th and Daniels looking northwest



view from Daniels looking west



view from Daniels toward parking entrance (east elevation)



view from parking looking south (north elevation)

Daniels Apts. MFTE Certificate

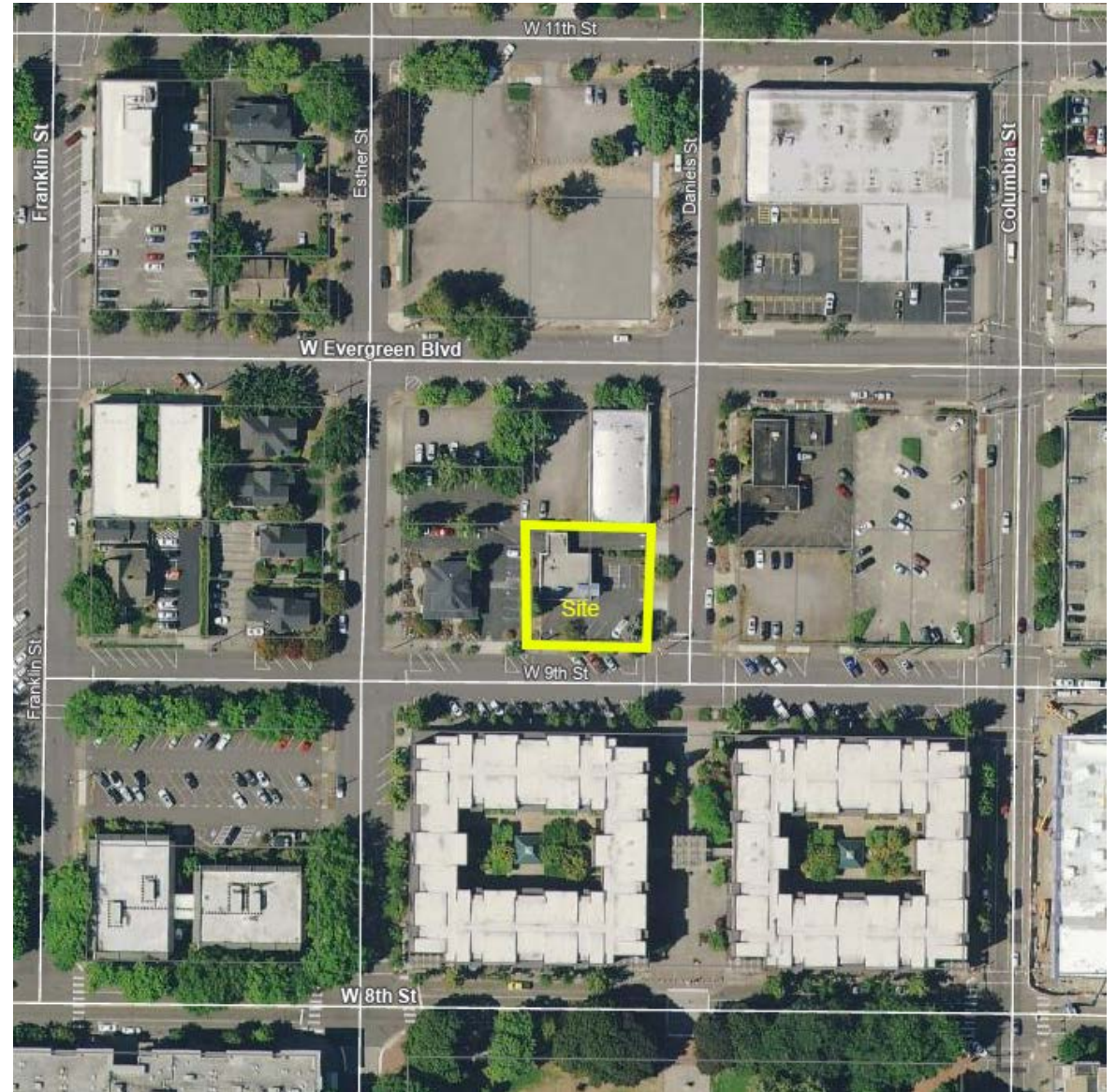
April 24, 2023
City Council Public Hearing

Bryan Monroe
Associate Planner
Economic Prosperity and Housing



Presentation Overview

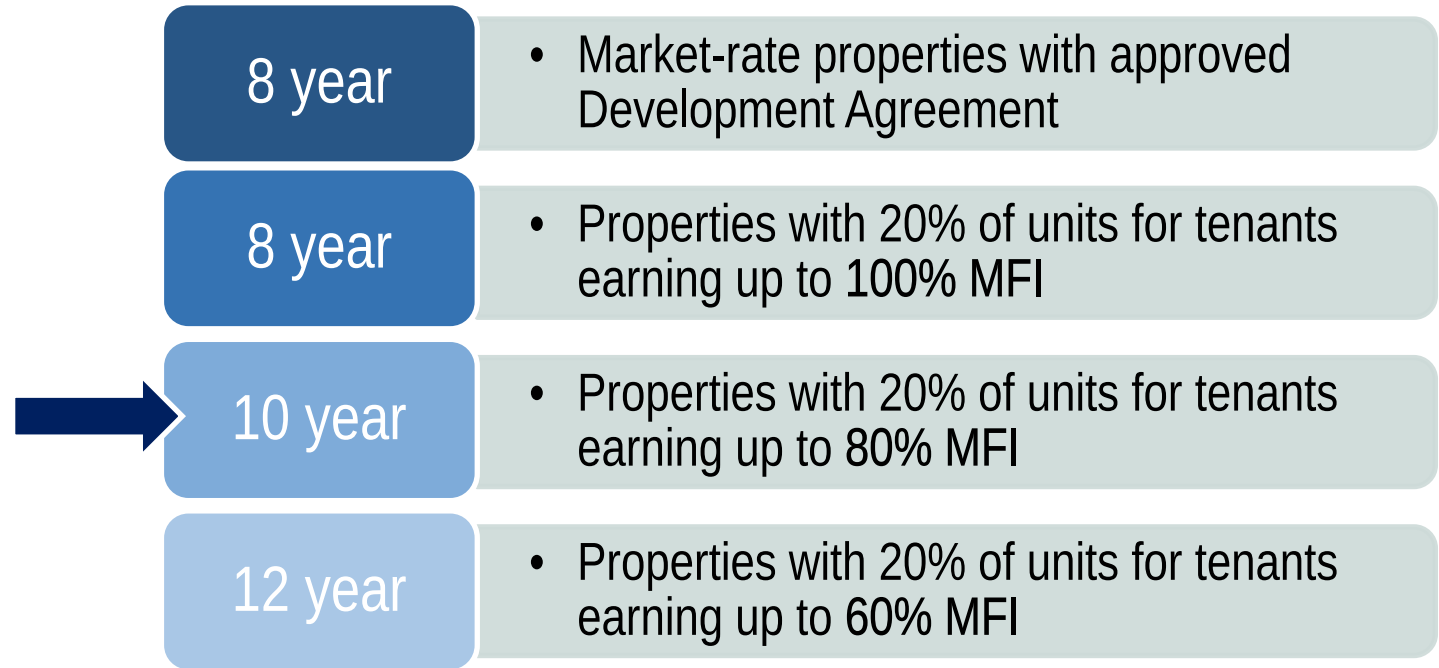
- Exemption Options
- Project Details
- Tax Summary
- Requested Action
- Next steps /Questions



Current Exemption Options

Income-Based requires:

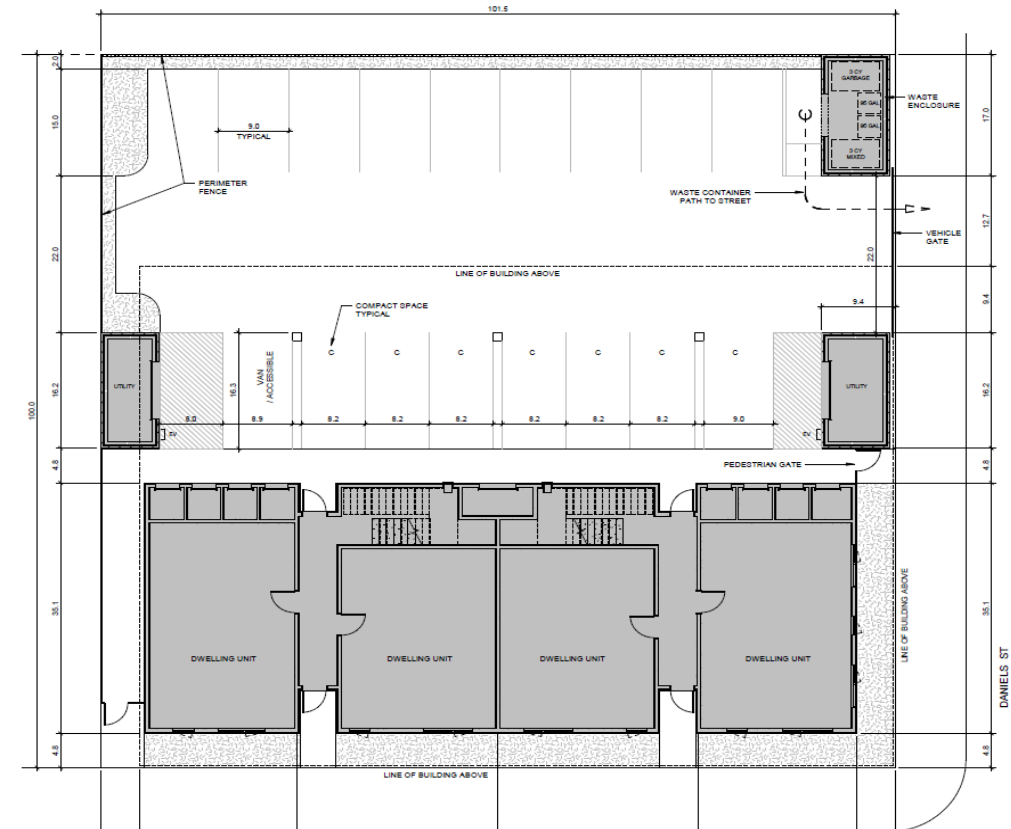
- 20% of units restricted to certain MFI
- Annual monitoring
- No Development Agreement
- No public benefit required



Project Details

904 Daniels Street

- 3 stories
- 20 units
- 17 parking spaces



VIEW FROM DANIELS STREET LOOKING WEST

Daniels Apartments MFTE

Unit Details

16 market Rate units
4 income-restricted units

Studio, 1-bed, 2-bed
Unit sizes 495-895 sf

80% MFI for a 2-person
household is \$68,160

Market Units			
Type	Av. Size	Units	Avg. Rent
Studio	519	4	\$1,500
1 Bedroom /1 bath	682	10	\$1,700
2 Bedroom / 2 bath	895	2	\$2,000

Restricted Units			
Type	Av. Size	Units	Max. Rent
Studio	519	1	\$1,400
1 Bedroom /1 bath	682	2	\$1,533
2 Bedroom / 2 bath	895	1	\$1,850



Tax Summary

	All taxing districts	City of Vancouver
Net Present Value of future tax revenue*(20 year)	\$864,000	\$279,000
Net present value “foregone” tax revenue (during exemption period)	\$153,000	\$56,000
Net Present Value Benefit	\$711,000	\$223,000

Estimated discounted present value of construction sales tax, retail sales tax, utility tax and property tax over 20 years: 2025-2045.

Requested Action

Adopt a resolution authorizing the City Manager or designee to execute a multi-family housing limited property tax exemption certificate and take any and all action necessary to enforce the terms thereof.

Next Steps / Questions



4/24/2023

RESOLUTION NO. M- [Resolution Number]

A RESOLUTION of the City Council of the City of Vancouver approving a Multi-Family Housing Limited Property Tax Exemption with 904 Daniels LLC (“Applicant”) and any successors in interest or assigns, and the CITY OF VANCOUVER, a Washington municipal corporation (“City”) for a 10-year Multi-Family Housing Limited Property Tax Exemption for the property located at 904 Daniels Street, Vancouver, WA, 98660 (Tax Lots 46580000, 46590000) as specifically described in Exhibit A.

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

WHEREAS, the City has, pursuant to authority granted to it under Chapter 84.14 of the Revised Code of Washington (RCW), designated various Residential Target Areas for the provision of limited property tax exemptions for new multi-family residential housing; and

WHEREAS, the City is interested in promoting new housing units in the designated Vancouver City Center Vision residential target area in the City of Vancouver; and

RESOLUTION - 1

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

WHEREAS, 904 DANIELS LLC (Applicant) is interested in receiving a 10-year limited property tax exemption for constructing 20 new multi-family residential housing units with 4 (or 20%) of the total units restricted to households earning at or less than 80% area median family income within the Vancouver City Center Vision residential target area identified in Chapter 3.22 VMC; and,

WHEREAS, the Applicant has submitted to the City a complete application for the City's limited tax exemption program outlining the proposed development of new multi-family residential housing to be constructed at 904 Daniels Street, Vancouver, WA, 98660 (Tax Lots 46580000, 46590000), and

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

RESOLUTION - 2

NOW, THEREFORE,

BE IT RESOLVED BY THE CITY OF VANCOUVER:

Section 1. The Agreement, attached hereto as Exhibit B, between the Applicant and the City of Vancouver, a Washington municipal corporation, is approved.

Section 2. The City Manager or the Manager's designee is authorized to execute the MFTE conditional certificate on behalf of the City and take any and all action necessary to enforce the terms thereof.

ADOPTED at a regular session of the Vancouver City Council this 24th day of April 2023.

Anne McEnerny-Ogle, Mayor

Attest:

Approved as to form:

Natasha Ramras, City Clerk

Jonathan Young, City Attorney

RESOLUTION - 3

Resolution
Exhibit A
Legal Description

TAX LOT 46590000:

THAT PORTION OF THE EAST HALF OF THE AMOS SHORT DONATION LAND CLAIM, CLARK COUNTY, WASHINGTON, DESCRIBED AS FOLLOWS:
BEGINNING AT THE NORTHWEST CORNER OF DANIELS STREET, FORMERLY "D" AND 9TH STREET, IN THE CITY OF VANCOUVER, WASHINGTON, AND
RUNNING THENCE WEST 50 FEET;
THENCE NORTH 100 FEET;
THENCE EAST 50 FEET OT THE WEST LINE OF DANIELS STREET;
THENCE SOUTH 100 FEET TO THE POINT OF BEGINNING.

TAX LOT 46580000:

THAT PORTION OF THE WEST HALF OF THE AMOS SHORT DONATION LAND CLAIM, CLARK COUNTY, WASHINGTON, DESCRIBED AS FOLLOWS:
BEGINNING AT A POINT 50 FEET WEST OF THE INTERSECTION OF THE NORTH LINE OF 9TH STREET WITH THE WEST LINE OF DANIELS STREET IN THE CITY OF VANCOUVER;
THENCE WEST 50 FEET;
THENCE NORTH 100 FEET;
THENCE EAST 50 FEET;
THENCE SOUTH 100 FEET TO TIHE POINT OF BEGINNING.

RESOLUTION - 4

Resolution
Exhibit B
Agreement

THIS AGREEMENT is entered into this 24th day of April 2023, by and between 904 DANIELS LLC (“Applicant”), and the CITY OF VANCOUVER, a Washington municipal corporation (“City”) WITNESSETH:

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

WHEREAS, the City has, pursuant to authority granted to it under Chapter 84.14 of the Revised Code of Washington (RCW), designated various Residential Target Areas for the provision of limited property tax exemptions for new multi-family residential housing; and

WHEREAS, the City adopted the Vancouver City Center Vision residential target area in the City of Vancouver to promoting new housing units; and

WHEREAS, the Applicant has submitted to the City a complete application for the City’s Multi-Family Housing Limited Property Tax Exemption program outlining the proposed development of new multi-family residential housing to be constructed 904 Daniels Street, Vancouver, WA, 98660 (Tax Lots 46580000, 46590000) (“Property”) within the Vancouver City Center Vision residential target area identified in Chapter 3.22 VMC; and

WHEREAS, the Applicant is interested in receiving a 10-year limited property tax exemption for constructing 20 new multi-family residential housing units with a minimum of 4 (or 20%) of the total units reserved for households earning at or less than 80% area median family income; and,

WHEREAS, income-based units may float throughout the property, however income-based units must be comparable in terms of size, features, and number of bedrooms to the remaining units in the project. The property must have the following mix of income-based units at all times during the exemption period:

- 1 studio units (20% of studio units)
- 2 One-bedroom units (20% of 1-bedroom units)
- 1 Two-bedroom units (20% of 2-bedroom units)

WHEREAS, the property owner will include information about the availability of designated income-based units in any advertising or marketing for the property.

RESOLUTION - 5

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

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

1. The City agrees to issue the Applicant a Conditional Certificate of Tax Exemption.
2. The Applicant agrees to construct on the Property multi-family residential housing as described in the most recent site plans, floor plans, and elevations on file with the City as of the date of City Council approval of this Agreement. In no event shall such construction provide fewer than 20 new permanent multi-family residential units.
3. The Applicant commits to renting at least twenty percent of the multi-family housing units (4 units) as income restricted housing units to households whose income is at or below 80% of the median family income adjusted for family size as reported by the United States Department of Housing and Urban Development. The applicant agrees that the Property must satisfy that commitment and any additional affordability and income eligibility conditions contained in Chapter 3.22 VMC for the duration of the tax exemption.
4. Applicant agrees to designate the income-based unit types with the same percentage as the overall project unit type distribution of the whole building. The property must have the following mix of income-based units at all times during the exemption period:
 - 1 studio units (20% of studio units)
 - 2 One-bedroom units (20% of 1-bedroom units)
 - 1 Two-bedroom units (20% of 2-bedroom units)
5. Applicant will include information about the availability of designated income-based units in any advertising or marketing for the property.
6. The Applicant agrees to complete construction of the agreed upon improvements within three years from the of City Council approval of this Agreement, or within any extension thereof granted by the City.
7. The Applicant agrees, upon completion of the improvements and upon issuance by the City of a temporary or permanent certificate of occupancy, to file with the City's Director of Economic Prosperity and Housing ("Director") the following:

RESOLUTION - 6

- (a) A statement of expenditures made with respect to each multi-family housing unit and the total expenditures made with respect to the entire property;
 - (b) A description of the completed work and a statement of qualifications for the exemption;
 - (c) A statement that the project meets the income restriction housing requirements as described in RCW 84.14.020 including a statement committing to renting or selling at least twenty percent of the total multifamily housing units as income restricted housing units to “low” and “moderate”-income households defined in RCW 84.14.010; and
 - (d) A statement that the work was completed within the required three- year period or any authorized extension.
8. The City agrees, conditioned on the Applicant’s successful completion of the improvements in accordance with the terms of this Agreement and on the Applicant’s filing of the materials described in Paragraph 7 above, to file a Final Certificate of Tax Exemption with the Clark County Treasurer and Assessor within ten (10) days.
9. The Applicant agrees, within 30 days following the first anniversary of the City’s filing of the Final Certificate of Tax Exemption, and each year thereafter for the duration of the exemption, to file a notarized declaration with the Director indicating the following:
- (a) A statement identifying the total number of occupied and vacant multi-family units receiving a property tax exemption;
 - (b) A certification that the property continues to be in compliance with this Agreement, Chapter 3.22 VMC, and Chapter 84.14 RCW;
 - (c) A description of any improvements or changes to the property constructed after the issuance of the certificate of tax exemption;
 - (d) The total monthly rent for each unit;
 - (e) Documentation of the income of each renter household at the time of initial occupancy; and
 - (f) Documentation showing that twenty percent of the units were rented as income-based housing units to low and moderate-income households as defined at RCW 84.14.010 and VMC 3.22.
10. The applicant agrees to maintain the Property including all improvements in compliance with all applicable City codes and requirements.
11. The Applicant agrees to maintain records supporting all information provided to the City and to make those records and the multi-family units available for inspection by the City. Failure to submit the annual declaration identified in Paragraph 9 or to maintain adequate records may result in the tax exemption being canceled.

RESOLUTION - 7

12. If the Applicant converts to another use any of the new multi-family residential housing units constructed under this Agreement, the Applicant shall notify the Clark County Assessor and Treasurer and the Director within 60 days of such change in use.
13. The Applicant agrees to notify the Director promptly of any transfer of the Applicant's ownership interest in the site or in the improvements made to the site under this Agreement.
14. The City reserves the right to cancel the Final Certificate of Tax Exemption should the Applicant, its successors, and assigns, fail to comply with any of the terms and conditions of this Agreement. Cancellation of the Final Certificate of Tax Exemption may subject the Applicant to potential tax liability as further described in RCW 84.14; The Applicant shall have the right to appeal such cancellation pursuant to VMC 3.22.040(N).
15. No modifications of this Agreement shall be made unless mutually agreed upon by the parties in writing.
16. In the event that any term or clause of this Agreement conflicts with applicable law, such conflict shall not affect other terms of this Agreement which can be given effect without the conflicting term or clause, and to this end, the terms of this Agreement are declared to be severable.
17. Applicant acknowledges the project tax liability consequences when the tax exemption period ceases or the project becomes ineligible.
18. Applicant agrees that this Agreement is subject to the Vancouver Multi-Family Housing Tax Exemption set forth at Vancouver Municipal Code, Chapter 3.22.

City of Vancouver

904 Daniels LLC

Eric Holmes, City Manager

Individual Name / Title

Attest:

Approved as to form:

Natasha Ramras, City Clerk

Jonathan Young, City Attorney

RESOLUTION - 8

Exhibit A
Legal Description

TAX LOT 46590000:

THAT PORTION OF THE EAST HALF OF THE AMOS SHORT DONATION LAND CLAIM, CLARK COUNTY, WASHINGTON, DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHWEST CORNER OF DANIELS STREET, FORMERLY "D" AND 9TH STREET, IN THE CITY OF VANCOUVER, WASHINGTON, AND RUNNING THENCE WEST 50 FEET;
THENCE NORTH 100 FEET;
THENCE EAST 50 FEET OT THE WEST LINE OF DANIELS STREET;
THENCE SOUTH 100 FEET TO THE POINT OF BEGINNING.

TAX LOT 46580000:

THAT PORTION OF THE WEST HALF OF THE AMOS SHORT DONATION LAND CLAIM, CLARK COUNTY, WASHINGTON, DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT 50 FEET WEST OF THE INTERSECTION OF THE NORTH LINE OF 9TH STREET WITH THE WEST LINE OF DANIELS STREET IN THE CITY OF VANCOUVER;
THENCE WEST 50 FEET;
THENCE NORTH 100 FEET;
THENCE EAST 50 FEET;
THENCE SOUTH 100 FEET TO TIHE POINT OF BEGINNING.

RESOLUTION - 9

MULTI-FAMILY HOUSING LIMITED PROPERTY TAX EXEMPTION AGREEMENT

THIS AGREEMENT is entered into this 24th day of April 2023, by and between 904 DANIELS LLC (“Applicant”), and the CITY OF VANCOUVER, a Washington municipal corporation (“City”) WITNESSETH:

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

WHEREAS, the City has, pursuant to authority granted to it under Chapter 84.14 of the Revised Code of Washington (RCW), designated various Residential Target Areas for the provision of limited property tax exemptions for new multi-family residential housing; and

WHEREAS, the City adopted the Vancouver City Center Vision residential target area in the City of Vancouver to promoting new housing units; and

WHEREAS, the Applicant has submitted to the City a complete application for the City’s Multi-Family Housing Limited Property Tax Exemption program outlining the proposed development of new multi-family residential housing to be constructed 904 Daniels Street, Vancouver, WA, 98660 (Tax Lots 46580000, 46590000) (“Property”) within the Vancouver City Center Vision residential target area identified in Chapter 3.22 VMC; and

WHEREAS, the Applicant is interested in receiving a 10-year limited property tax exemption for constructing 20 new multi-family residential housing units with a minimum of 4 (or 20%) of the total units reserved for households earning at or less than 80% area median family income; and,

WHEREAS, income-based units may float throughout the property, however income-based units must be comparable in terms of size, features, and number of bedrooms to the remaining units in the project. The property must have the following mix of income-based units at all times during the exemption period:

- 1 studio units (20% of studio units)
- 2 One-bedroom units (20% of 1-bedroom units)
- 1 Two-bedroom units (20% of 2-bedroom units)

WHEREAS, the property owner will include information about the availability of designated income-based units in any advertising or marketing for the property.

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

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

1. The City agrees to issue the Applicant a Conditional Certificate of Tax Exemption.
2. The Applicant agrees to construct on the Property multi-family residential housing as described in the most recent site plans, floor plans, and elevations on file with the City as of the date of City Council approval of this Agreement. In no event shall such construction provide fewer than 20 new permanent multi-family residential units.
3. The Applicant commits to renting at least twenty percent of the multi-family housing units (4 units) as income restricted housing units to households whose income is at or below 80% of the median family income adjusted for family size as reported by the United States Department of Housing and Urban Development. The applicant agrees that the Property must satisfy that commitment and any additional affordability and income eligibility conditions contained in Chapter 3.22 VMC for the duration of the tax exemption.
4. Applicant agrees to designate the income-based unit types with the same percentage as the overall project unit type distribution of the whole building. The property must have the following mix of income-based units at all times during the exemption period:
 - 1 studio units (20% of studio units)
 - 2 One-bedroom units (20% of 1-bedroom units)
 - 1 Two-bedroom units (20% of 2-bedroom units)
5. Applicant will include information about the availability of designated income-based units in any advertising or marketing for the property.
6. The Applicant agrees to complete construction of the agreed upon improvements within three years from the of City Council approval of this Agreement, or within any extension thereof granted by the City.
7. The Applicant agrees, upon completion of the improvements and upon issuance by the City of a temporary or permanent certificate of occupancy, to file with the City's Director of Economic Prosperity and Housing ("Director") the following:
 - (a) A statement of expenditures made with respect to each multi-family housing unit and the total expenditures made with respect to

- the entire property;
 - (b) A description of the completed work and a statement of qualifications for the exemption;
 - (c) A statement that the project meets the income restriction housing requirements as described in RCW 84.14.020 including a statement committing to renting or selling at least twenty percent of the total multifamily housing units as income restricted housing units to “low” and “moderate”-income households defined in RCW 84.14.010; and
 - (d) A statement that the work was completed within the required three-year period or any authorized extension.
- 8. The City agrees, conditioned on the Applicant’s successful completion of the improvements in accordance with the terms of this Agreement and on the Applicant’s filing of the materials described in Paragraph 7 above, to file a Final Certificate of Tax Exemption with the Clark County Treasurer and Assessor within ten (10) days.
- 9. The Applicant agrees, within 30 days following the first anniversary of the City’s filing of the Final Certificate of Tax Exemption, and each year thereafter for the duration of the exemption, to file a notarized declaration with the Director indicating the following:
 - (a) A statement identifying the total number of occupied and vacant multi-family units receiving a property tax exemption;
 - (b) A certification that the property continues to be in compliance with this Agreement, Chapter 3.22 VMC, and Chapter 84.14 RCW;
 - (c) A description of any improvements or changes to the property constructed after the issuance of the certificate of tax exemption;
 - (d) The total monthly rent for each unit;
 - (e) Documentation of the income of each renter household at the time of initial occupancy; and
 - (f) Documentation showing that twenty percent of the units were rented as income-based housing units to low and moderate-income households as defined at RCW 84.14.010 and VMC 3.22.
- 10. The applicant agrees to maintain the Property including all improvements in compliance with all applicable City codes and requirements.
- 11. The Applicant agrees to maintain records supporting all information provided to the City and to make those records and the multi-family units available for inspection by the City. Failure to submit the annual declaration identified in Paragraph 9 or to maintain adequate records may result in the tax exemption being canceled.

12. If the Applicant converts to another use any of the new multi-family residential housing units constructed under this Agreement, the Applicant shall notify the Clark County Assessor and Treasurer and the Director within 60 days of such change in use.
13. The Applicant agrees to notify the Director promptly of any transfer of the Applicant's ownership interest in the site or in the improvements made to the site under this Agreement.
14. The City reserves the right to cancel the Final Certificate of Tax Exemption should the Applicant, its successors, and assigns, fail to comply with any of the terms and conditions of this Agreement. Cancellation of the Final Certificate of Tax Exemption may subject the Applicant to potential tax liability as further described in RCW 84.14; The Applicant shall have the right to appeal such cancellation pursuant to VMC 3.22.040(N).
15. No modifications of this Agreement shall be made unless mutually agreed upon by the parties in writing.
16. In the event that any term or clause of this Agreement conflicts with applicable law, such conflict shall not affect other terms of this Agreement which can be given effect without the conflicting term or clause, and to this end, the terms of this Agreement are declared to be severable.
17. Applicant acknowledges the project tax liability consequences when the tax exemption period ceases or the project becomes ineligible.
18. Applicant agrees that this Agreement is subject to the Vancouver Multi-Family Housing Tax Exemption set forth at Vancouver Municipal Code, Chapter 3.22.

City of Vancouver

904 Daniels LLC

Eric Holmes, City Manager

Individual Name / Title

Attest:

Approved as to form:

Natasha Ramras, City Clerk

Jonathan Young, City Attorney

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Legal Description

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TO: Mayor and City Council

FROM: Eric Holmes, City Manager

DATE: 4/24/2023

SUBJECT Complete Streets - McLoughlin Blvd Safety and Mobility Project Evaluation

ATTACHMENTS:

- ▣ Complete Streets McLoughlin Blvd Project Evaluation Memo
- ▣ Complete Streets McLoughlin Blvd Project Evaluation Presentation
- ▣ Complete Streets McLoughlin Blvd Project Evaluation Report

DATE: April 10, 2023

TO: Mayor and City Council

FROM: Eric Holmes, City Manager

CC: Emily Benoit, Senior Transportation Planner, Community Development; Rebecca Kennedy, Deputy Director, Community Development; Ryan Lopossa, Streets and Transportation Division Manager, Public Works.

RE: McLoughlin Boulevard Complete Street Evaluation and Recommendations

I. Background

In response to the adoption of the 2016-2021 Strategic Plan, adoption of a Complete Streets policy in 2017, and in alignment with the City's Pavement Management Program, City Staff initiated the McLoughlin Safety Improvement Project in January 2018. The Project included sections of three roadways – McLoughlin Blvd from E Reserve St to Brandt Rd, Brandt Rd from McLoughlin Blvd to Mill Plain Blvd, and Mill Plain Blvd from Brandt Rd to MacArthur Blvd – with improvements anticipated to be phased, with McLoughlin Blvd starting first in alignment with planning pavement work. Proposed safety improvements were intended to benefit people of all ages and abilities who walk, bike, roll, use a mobility device, take transit, and drive.

City Staff recommended and Council supported a two-part project on McLoughlin Blvd from E Reserve St to Brandt Rd that included permanent traffic calming and enhanced pedestrian crossings, and a pilot that included buffered mobility lanes to provide an all ages and abilities facility.

The Project, starting in Summer 2019, implemented the following permanent safety and mobility improvements along the corridor:

- **Sixteen speed cushions** on McLoughlin Blvd between E Reserve St and Brandt Rd.
- **Two enhanced pedestrian crossings** on McLoughlin Blvd at E 32nd Ave and E 13th St, with rectangular rapid-flashing beacon (RRFB) lights that activate with a push button.

The pilot elements, also installed in Summer 2019, implemented the following temporary safety and mobility improvements along the corridor:

- **Buffered mobility lanes** on McLoughlin Blvd between E Reserve St and Grand Pl, resulting in the removal of approximately 30 on-street parking spaces.
- **Painted sharrows** (shared lane bicycle markings) on McLoughlin Blvd between Grand Blvd and Brandt Rd.

Council embedded a post project evaluation process for all Complete Streets projects to determine how the added safety and mobility elements function, and to recommend refinements

McLoughlin Boulevard Complete Street Evaluation and Recommendations

Page 2 of 4

and changes if needed. The permanent elements were evaluated to determine if refinements would be needed, while the pilot elements were evaluated to determine if either refinements or wholesale changes should be recommended.

Collection of post-project evaluation data for McLoughlin Blvd was delayed until September 2022 due to changes in travel patterns associated with the COVID-19 pandemic. The evaluation of the permanent and pilot project elements is informed by this data collection, and the performance improvements in the project area supports additional safety improvements for the corridor. These would be implemented in conjunction with the next repaving project, scheduled to occur in 2025.

II. Technical Findings

Pre- and post-project traffic volumes and speeds, transit ridership data, collision data, level of traffic stress and parking utilization were collected along the corridor to compare the impacts of the project elements. Pre-project data was collected in 2018 and 2019 and post-project data was primarily collected in September 2022.

Bicycle Volumes

Bicycle ridership in all periods was higher on the west end of the corridor, in proximity to significant destinations including Hudson's Bay High School, Clark College, and the Washington State School for the Blind. Bicycle volumes declined in the a.m. peak hour and remained stable during the p.m. peak hour between the pre- and post-project conditions. The COVID-19 pandemic may have influenced the number of people biking and using small mobility devices as travel patterns shifted. The increase in remote work and hybrid classes may have reduced the number of people using mobility lanes for the a.m. peak hour commute.

Bicycle Level of Traffic Stress

The bicycle level of traffic stress (LTS) was calculated for both east and west travel directions along McLoughlin Blvd¹. LTS considers the speed limit, average daily traffic, and type of bicycle facility to create an overall level of stress for mobility lane users. LTS scores range from 1 (low stress for people biking) to 4 (high stress). The pre-project facilities yielded LTS of 2 and 3, whereas the post-project facilities yield LTS scores of 1 and 2. The post-project segments with an LTS score of 2 are the westbound section between E Reserve St and W St, which has non-buffered mobility lanes and the segment between Grand Blvd and Brandt Rd which has painted sharrows, or shared lane bicycle markings.

Vehicle Volumes and Speeds

Vehicle volumes from 2018 to 2022 decreased. While we don't have data on the exact causes of this decline, it coincides with the COVID-19 pandemic and subsequent travel pattern changes, indicating that it has been a major contributing factor. Regardless of the causes, the reduction in vehicles combined with the corridor improvements contribute to the corridor being an attractive route for bicyclists and small mobility users.

Vehicle speeds declined by 2-7 MPH in the middle of the corridor near Grand Blvd but increased by 1-3 MPH on each end of the corridor near E Reserve St and Brandt Rd. Vehicle speeds are slower in the middle of the corridor where speed cushions were installed.

¹ Washington Department of Transportation, Designing for Level of Traffic Stress Bulletin #2022-01 (2022), <https://wsdot.wa.gov/sites/default/files/2022-06/DesignBulletin2022-01.pdf>

III. Service Provider Feedback

Service providers were contacted to assess the impact of the Project on their operations. In general, feedback was positive and indicated either positive or no impact for all elements.

- C-TRAN indicated that the mobility lanes and speed cushions on McLoughlin Blvd did not adversely affect bus operations, including bus travel times and passenger access to bus stops. Bus operators reported that the buffered mobility lanes have made passing people bicycling or using small mobility devices easier.
- The City's Public Works' Solid Waste Division, whose waste collection contractor is Waste Connections, indicated that the Project did not create any negative impacts on waste collection. The Division's Staff expressed appreciation for the Project Team's collaborative and proactive communication efforts as this project was planned and implemented.
- Staff from Hudson's Bay High School indicated they have not seen any detrimental impacts from the Project. They commented that the Project may have improved safety for students by separating cars from people walking, biking, and using small mobility devices.
- Staff from the Washington State School for the Blind reported that the school had not witnessed any detrimental impacts from the Project.
- The Vancouver Fire and Police Departments also reported no negative impacts from the Project.

IV. City Council and the Transportation and Mobility Commission

On November 5, 2018, City Staff held a workshop with City Council to share the traffic analysis, planned community engagement, and recommend the pilot project. On April 15, 2019, City Staff communicated with City Council on the design analysis and alternatives, community engagement process and next steps for the pilot project, and Council confirmed direction to move forward with the Project. On July 24, 2019, City Staff communicated with City Council on project constraints regarding mail delivery in the corridor and the final design concept.

The Transportation and Mobility Commission (TMC) was formed in late 2020, after the implementation of the Project. City Staff communicated the evaluation findings and safety recommendations to the TMC on April 4, 2023.

V. Evaluation and Recommendations to Improve Safety

Overall, the post-project evaluation indicates that the Project is functioning well and has increased safety for all users and reduced vehicle volumes compared to pre-project conditions. Safety improvements have lowered bicycle level of traffic stress and provided an important connection for bicycle and small mobility travel in the City of Vancouver. The overall recommendation is to maintain the existing roadway design with several refinements that will improve safety and functionality of the roadway for all users. No additional parking removal is proposed.

The following refinements are recommended to increase safety and functionality of the corridor:

- Add painted hash marks inside the mobility lane buffer between E Reserve St and Grand Blvd to create a visual narrowing effect for drivers.
- Evaluate whether traffic volumes allow the removal of left turn pockets to enable the extension of buffered mobility lanes on McLoughlin Blvd all the way to Grand Blvd, which currently end at Grand Pl.

McLoughlin Boulevard Complete Street Evaluation and Recommendations

Page 4 of 4

- Add painted bike boxes to the eastbound and westbound approaches at the Grand Blvd and E Reserve St intersections to reduce bicycle-motor vehicle conflicts.
- Reduce the width of speed cushions to not extend into the mobility lanes to improve comfort for mobility lane users.
- Continue monitoring crash rates and user behavior, including drivers.

Additionally, the City should consider the following recommendations near the Project to create safer connections in the transportation network, if resources allow:

- Add sharrows on E 13th St (McLoughlin Blvd to Idaho St/Manzanita Way), Idaho St at Boise Ave, and along Idaho St (at Manzanita Way to N Devine Rd) to create a connection to existing projects at N Devine Rd and the Burnt Bridge Creek Trail. This also provides a lower stress local mobility route parallel to the much busier arterial route on E Mill Plain Blvd.
- National Association of City Transportation Officials (NACTO) guidelines for All Ages and Abilities Bikeways indicate that the Grand Blvd-Brandt Rd segment is appropriate for a bicycle boulevard based on vehicle volumes and speeds. Bicycle boulevards include elements such as shared lane markings and wayfinding signs for cyclists.

With the Complete Streets Policy and Complete Streets Program, this project is the first to be implemented and reach the evaluation stage, the last step in the Complete Street project lifecycle, and provide recommendations to continue improving safety on the City's transportation network.

VI. Attachment(s):

- McLoughlin Blvd Complete Street Evaluation Framework (March 2023)
- McLoughlin Blvd Complete Streets Project Presentation (March 2023)
- [McLoughlin Project Implementation Plan \(July 2019\)](#)

Emily Benoit, Senior Transportation Planner, Community Development, 360-487-7944,
Emily.Benoit@cityofvancouver.us



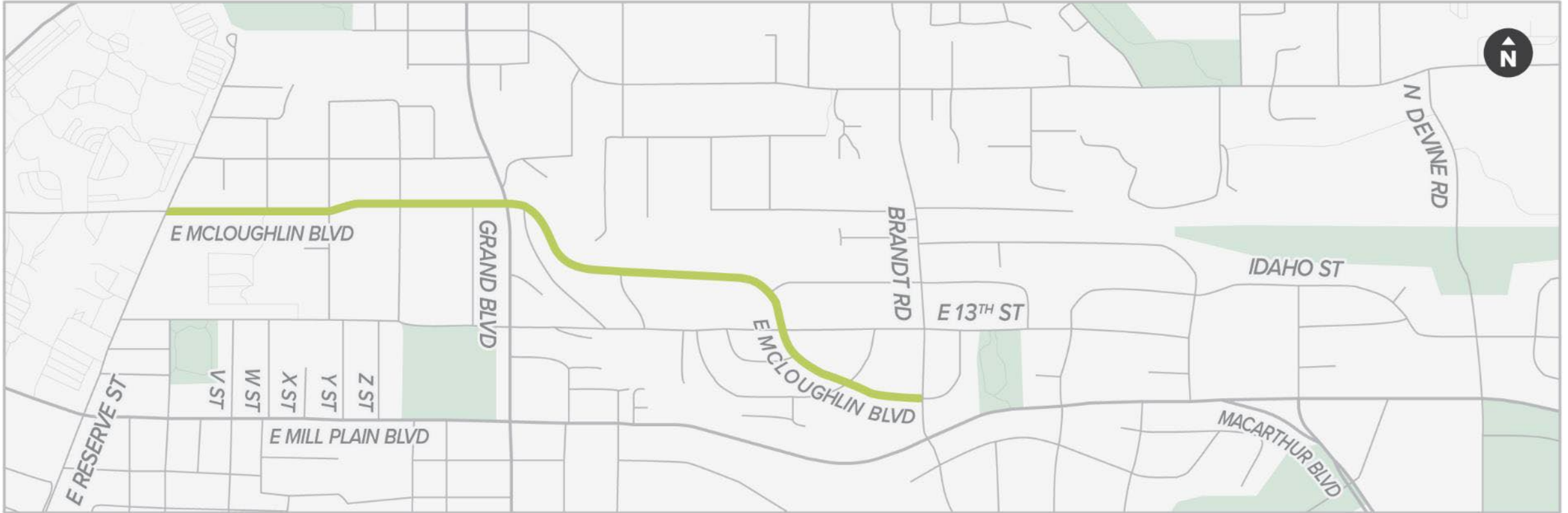
McLoughlin Boulevard Complete Streets Project Evaluation

Vancouver City Council
April 24, 2023



Emily Benoit, Senior Transportation Planner, CDD

Project Corridor



McLoughlin Project Elements

Permanent Elements

- **Sixteen speed cushions** between E Reserve St and Brandt Rd.
- **Two enhanced pedestrian crossings** at E 32nd Ave and E 13th St, with rectangular rapid-flashing beacon (RRFB).

Pilot Elements

- **Buffered mobility lanes** between E Reserve St and Grand Pl, resulting in the removal of approximately 30 on-street parking spaces.
- **Painted sharrows** (shared lane bicycle markings) between Grand Blvd and Brandt Rd.

Technical Findings



Bicycle Volumes

Remained stable in p.m. peak hour,
declined in a.m. peak hour.

Bicycle Level of Traffic Stress

Decreased along entire corridor.

Vehicle Volumes and Speeds

Decreased in the middle of the
corridor.

Recommendation to Improve Safety



- **Add painted hash marks** inside the mobility lane buffer between E Reserve St and Grand Blvd to create a visual narrowing effect for drivers.
- **Evaluate** whether traffic volumes allow the removal of left turn pockets to enable **the extension of buffered mobility lanes** on McLoughlin Blvd all the way to Grand Blvd, which currently end at Grand Pl.
- **Add painted bike boxes** to the eastbound and westbound approaches at the Grand Blvd and E Reserve St intersections to reduce bicycle-motor vehicle conflicts.
- **Reduce the width of speed cushions** to not extend into the mobility lanes to improve comfort for mobility lane users.
- **Continue monitoring crash rates** and user behavior, including drivers.

Thank You

Emily.Benoit@cityofvancouver.us
VancouverMoves@cityofvancouver.us



MCLOUGHLIN BOULEVARD COMPLETE STREETS EVALUATION FRAMEWORK REPORT

DATE: April 10, 2023

TO: Emily Benoit, Kate Drennan, Rebecca Kennedy | City of Vancouver

FROM: Kevin Chewuk, PTP, Anders Hart | DKS Associates

SUBJECT: McLoughlin Boulevard Complete Streets Evaluation Framework

In 2017, City Council adopted the Complete Streets Policy that included a provision to evaluate the performance of Complete Streets project elements post-implementation. The evaluation phase utilizes the new Complete Streets Evaluation Framework (Framework), which is part of the City's Complete Streets Program and intended to inform future Complete Streets work and projects with data collection and performance metrics.

The McLoughlin Boulevard Complete Street Project is the first Complete Street Project to undergo a full evaluation using the new Framework. The corridor was evaluated using the processes and metrics from the Framework, which compares pre- and post-project conditions along the corridor to identify trends and provide guidance on refinements or for additional recommendations to improve safety and mobility.

This memorandum summarizes the data collected and evaluates the performance of the McLoughlin Boulevard Complete Streets project elements. The memorandum concludes with project-specific recommendations.

PROJECT BACKGROUND

An existing conditions analysis of the McLoughlin Blvd corridor between E Reserve St and Brandt Rd was completed in 2018, when the City identified and implemented permanent and pilot safety improvements along the corridor (see Figure 1). The permanent improvements included:

- Sixteen speed cushions on McLoughlin Blvd between E Reserve St and Brandt Rd.
- Two enhanced pedestrian crossings on McLoughlin Blvd at E 32nd Ave and E 13th St, with rectangular rapid-flashing beacon (RRFB) lights that activate with a push button.

The pilot improvements included:

- Buffered mobility lanes on McLoughlin Blvd between E Reserve St and Grand Pl, resulting in the removal of approximately 30 on-street parking spaces.
- Painted sharrows (shared lane bicycle markings) on McLoughlin Blvd between Grand Blvd and Brandt Rd.

The City intends to implement refinements and additional recommendations to improve safety and mobility with the upcoming paving improvements scheduled for 2025 on this segment of the McLoughlin Blvd corridor.

FIGURE 1: STUDY AREA AND EXISTING MOBILITY FACILITIES



COMPLETE STREETS EVALUATION FRAMEWORK

The Complete Streets Evaluation Framework is intended to help illustrate the system benefits of the various safety and mobility improvements implemented along a project corridor. The Framework includes several goals, each with metrics to be utilized for the evaluation of the study corridor to help track project outcomes and suggest refinements.

FRAMEWORK GOALS

The six Framework goals are documented below.

GOAL 1: ACCESSIBILITY AND CONNECTIVITY

The corridor is convenient and accessible and connects people to destinations throughout the City and beyond.

GOAL 2: SAFETY

The corridor is safe for people of all ages, abilities and modes of travel.

GOAL 3: CLIMATE

The corridor protects the natural, cultural, and developed environments and encourages healthy and active living for all through comfortable and convenient no or low-emission transportation options.

GOAL 4: EQUITY

The corridor mitigates or eliminates transportation related disparities and barriers for all users.

GOAL 5: FISCAL RESPONSIBILITY

The corridor uses strategic designs, operations, and maintenance to maximize assets, minimize costs, and enhance the surrounding community through right sized infrastructure.

GOAL 6: COLLABORATION

The corridor decisions are made in a transparent and collaborative manner, and the benefits and burdens of investments are more equally distributed among all users.

FRAMEWORK PERFORMANCE METRICS

The Framework uses corridor performance metrics to serve as the link between goals and project implementation and allows the City to measure the degree to which the corridor investments support City-wide priorities. While the performance metrics do not represent the complete picture, they do offer a baseline against which to assess how the investments and planning decisions made may affect the future conditions on the corridor.

The performance metrics utilized for the McLoughlin Blvd Project are summarized in Table 1. It should be noted that COVID-related delays prevented data collection from occurring along the corridor shortly after project implementation, and with this being the first use of the Framework, some modifications were made where data was not available. The impact of these delays and modifications will continue to be monitored through the Complete Streets Program.

TABLE 1: PERFORMANCE METRICS UTILIZED FOR THE MCGLOUGHLIN BOULEVARD PROJECT

CORRIDOR PERFORMANCE METRICS	FRAMEWORK GOALS					
	 Accessibility and Connectivity	 Safety	 Climate	 Equity	 Fiscal Responsibility	 Collaboration
HOW DO PEOPLE TRAVEL ALONG THE CORRIDOR?						
MODE SHARE: Percent of walking, bicycling, using small mobility and transit trips along the corridor. Target: Increase the number of people who walk, bike, use a small mobility device or take transit along the corridor after project implementation.	●		●	●	●	◐
VEHICLE MILES TRAVELED: Corridor-wide number of miles traveled. Target: Reduce vehicle miles traveled along the corridor and improve air quality after project implementation.	●		●	●	●	◐
HOW EASILY, COMFORTABLY AND DIRECTLY CAN PEOPLE TRAVEL ALONG THE CORRIDOR?						
MULTIMODAL LEVEL OF TRAFFIC STRESS: Locations on the corridor that operate with an extreme or high multimodal level of traffic stress. Target: Decrease the miles along the corridor that operate with an extreme or high multimodal level of traffic stress after project implementation.	●	●	●	●	◐	◐

SYSTEM COMPLETENESS: Completeness of sidewalks, bikeways, mobility lanes and trails along the corridor.



Target: Add sidewalks, bikeways, mobility lanes and trail networks.

HOW SAFE IS TRAVEL ALONG THE CORRIDOR?

SAFETY: Transportation related collisions, vehicle travel speeds and volumes, and conflicts along the corridor.



Target: Reduce transportation related collisions, fatalities, and serious injuries for all users after project implementation.

MCLOUGHLIN BOULEVARD PROJECT ASSESSMENT OUTCOMES

The performance assessment results are summarized in the following sections. Travel data was obtained for traffic volumes, traffic speeds, transit ridership data, collision data, and on-street parking utilization to provide the basis for pre-project conditions. Pre-project data was collected in 2018 and 2019. Post-project data was collected in September 2022, at the same locations as the pre-project data. The data was used to establish trends and identify if additional refinements or changes should be recommended along the corridor.

MODE SHARE

Description: This measure is used to identify whether the corridor investments will increase walking, bicycling, small mobility use and transit trips.

Measure(s): Walking, Bicycling, Small Mobility and Transit usage

Target: Increase the number of people who walk, bike, use a small mobility device or take transit along the corridor after project implementation.

Data Sources: Collected count data; C-Tran

MODE SHARE FINDINGS

Bike Trips

Table 2 compares a.m. and p.m. peak-hour bicycle count data for McLoughlin Blvd approaches at key intersections along the corridor. This pre-project data was collected in August 2019 and post-project data was collected in September 2022. The data indicates bicycle volume eastbound/westbound declined by 10 for the a.m. peak hour and 2 for the p.m. peak hour when looking at these intersections collectively. In the p.m. peak hour, the eastbound bicycle volume increased by 14 between 2022 and 2019 and decreased by 16 over the same period in the westbound direction.

TABLE 2: PEAK HOUR TURNING-MOVEMENT BICYCLE COUNTS

COUNT LOCATION	PRE-PROJECT CONDITIONS (AUGUST 2019)		POST-PROJECT CONDITIONS (SEPTEMBER 2022)		EB CHANGE	WB CHANGE	2022- 2018 CHANGE
	EB	WB	EB	WB			
A.M. PEAK HOUR							
MCLOUGHLIN BLVD/RESERVE ST	3	9	2	5	-1	-4	-5
MCLOUGHLIN BLVD/GRAND BLVD	2	6	0	3	-2	-3	-5
MCLOUGHLIN BLVD/BRANDT RD	1	0	1	0	0	0	0
TOTAL	6	15	3	8	-3	-7	-10
P.M. PEAK HOUR							
MCLOUGHLIN BLVD/RESERVE ST	4	14	19	5	+15	-9	+6
MCLOUGHLIN BLVD/GRAND BLVD	3	11	5	4	+2	-7	-5
MCLOUGHLIN BLVD/BRANDT RD	6	0	3	0	-3	0	-3
TOTAL	13	25	27	9	+14	-16	-2
2019 peak hours: McLoughlin Blvd/E Reserve St: 7:15-8:15 a.m. and 5:30-6:30 p.m.; McLoughlin Blvd/E Grand Blvd: 7:00-8:00 a.m. and 5:30-6:30 p.m.; McLoughlin Blvd/E Brandt Rd: 7:00-8:00 a.m. and 5:15-6:15 pm. 2022 peak hours: McLoughlin Blvd/E Reserve St: 7:10-8:10 a.m. and 4:20-5:20 p.m.; McLoughlin Blvd/E Grand Blvd: 7:35-8:35 a.m. and 4:15-5:15 p.m.; McLoughlin Blvd/E Brandt Rd: 7:45-8:45 a.m. and 4:50-5:50 p.m.							

Table 3 below compares 24-hour turning-movement counts of bicycles on the roadway with September 2022 data from video recordings along segments of McLoughlin Blvd near the listed intersections. These counts show higher bicycle volumes in 2019 at E Reserve Street and at Grand Boulevard compared to 2022. Westbound bicycle volumes decreased (-52) more than eastbound volumes (-30) between the 2019 and 2022 counts.

TABLE 3: 2022 24-HOUR TURNING-MOVEMENT BICYCLE COUNTS

COUNT LOCATION	AUGUST 2019		SEPTEMBER 2022		EB CHANGE	WB CHANGE	2022- 2018 CHANGE
	EB	WB	EB	WB			
McLOUGHLIN BLVD/RESERVE ST	49	58	28	24	-21	-34	-55
McLOUGHLIN BLVD/GRAND BLVD	35	46	26	28	-9	-18	-27
TOTAL	84	104	54	52	-30	-52	-82

In summary, the data indicates that bicycle volumes have declined when measured in the a.m. peak hour and remained mostly stable when measured during the p.m. peak hour between the pre- and post-project conditions. The 24-hour counts show a decline in bicycle volume between 2019 and 2022, though the different methodologies, with 2019 using 24-hour Turning Movement Counts with bicycles on the roadway and 2022 using recordings from video cameras at the intersection, may account for some of the observed differences between the pre- and post-project counts. Additionally, volumes in all periods tended to be higher on the west end of the corridor compared to the east end near Brandt Rd. This difference may be due to the proximity of significant destinations, including Hudson’s Bay High School, Clark College, and the Washington State School for the Blind, to the west on the corridor.

The decline in the a.m. peak-hour and 24-hour bicycle volumes mirrors the reduction in vehicle volumes on the corridor between pre-project and post-project conditions. It is possible that the COVID-19 pandemic has contributed to the decline in the number of people biking and using small mobility devices as travel patterns have shifted. While the pandemic created a “bike boom” of increased interest in biking, preliminary evidence suggests that sustaining that interest requires ongoing investments in safe active transportation infrastructure, especially for non-recreational trips¹. The increase in remote work may have reduced the number of people using bike lanes for commuting trips. Also, Clark College conducted most classes remotely during the first few years of the pandemic, resuming only about half of classes in person, which may be contributing to the reduced small mobility travel. Future bicycle counts on the corridor can confirm if this observed decline in bicycle volumes is temporary and whether it may be artifact of the count data available.

¹ Marshall, A. (2022, November 14). The Pandemic Bike Boom Survives—in Cities That Stepped Up. WIRED.
https://www.wired.com/story/the-pandemic-bike-boom-survives-in-cities-that-stepped-up/?utm_source=twitter

Walking Trips

Table 4 compares the number of pedestrians on crosswalks at key intersections during pre-project and post-project periods in the a.m. and p.m. peak hours. Pedestrian volumes were slightly higher in 2022 in the a.m. peak hour compared to 2019, while the reverse is true in the p.m. peak hour. The most notable change was in the a.m. peak hour at E Reserve Street, where the pedestrian volume increased from 20 in 2019 to 33 in 2022. Overall, this data indicates that pedestrian volumes have not changed significantly between the pre-project and post-project periods. This pattern is not surprising given that the area's land use has not changed, although the enhanced pedestrian crossings implemented as part of this project at E 32nd Avenue and E 13th Street on McLoughlin Blvd have provided for more comfortable street crossings opportunities.

TABLE 4: PRE- AND POST-PROJECT PEDESTRIAN COUNTS AT KEY INTERSECTIONS FOR THE A.M. AND P.M. PEAK HOURS

INTERSECTION	PRE-PROJECT CONDITIONS (AUGUST 2019)	POST-PROJECT CONDITIONS (SEPTEMBER 2022)	2022-2019 CHANGE
A.M. PEAK HOUR			
MCLOUGHLIN BLVD/RESERVE ST	20	33	+13
MCLOUGHLIN BLVD/GRAND BLVD	9	0	-9
MCLOUGHLIN BLVD/BRANDT RD	6	7	+1
TOTAL	35	40	+5
P.M. PEAK HOUR			
MCLOUGHLIN BLVD/RESERVE ST	15	9	-6
MCLOUGHLIN BLVD/GRAND BLVD	7	6	-1
MCLOUGHLIN BLVD/BRANDT RD	4	4	0
TOTAL	26	19	-7
2019 peak hours: McLoughlin/Reserve St: 8:30-9:30 a.m. and 4:15-5:15 p.m.; McLoughlin Blvd/Grand Blvd: 9:00-10:00 a.m. and 6:00-7:00 p.m.; McLoughlin Blvd/Brandt Rd: 7:00-8:00 a.m.; 5:00-6:00 p.m. 2022 peak hours: McLoughlin/Reserve St: 7:10-8:10 a.m. and 4:20-5:20 p.m.; McLoughlin Blvd/Grand Blvd: 7:35-8:35 a.m.; 4:15-5:15 p.m.; McLoughlin Blvd/Brandt Rd: 7:45-8:45 a.m. and 4:50-5:50 p.m.			

Transit Trips

Table 5 summarizes the change in weekday average daily boardings and alightings on C-TRAN (Vancouver's main transit service agency) buses during pre-project and post-project periods. Overall, ridership dropped from 83 in 2019 to 60 in 2022. Average boardings decreased from 44 in 2019 to 21 in 2022, while alightings held steady at 39 in both periods. While the sample size is small, these trends suggest that fewer transit trips are starting on and near the McLoughlin Boulevard corridor under post-project conditions, while a similar number of transit trips are ending in the area. This trend of declining ridership may be due in part to the Covid-19 pandemic and increased rates of working from home, which has reduced transit ridership across the country².

TABLE 5: PRE- AND POST-PROJECT C-TRAN AVERAGE DAILY WEEKDAY RIDERSHIP

LOCATION/ STOP#	PRE-PROJECT (2019)		2019 TOTAL	POST-PROJECT (2022)		2022 TOTAL	2022- 2019 CHANGE
	BOARDING	ALIGHTING		BOARDING	ALIGHTING		
MCCLOUGHLIN E OF W ST (EB)/ 661	14	8	22	5	7	12	-10
MCCLOUGHLIN/ GRAND BLVD (EB)/ 659	3	4	7	3	2	5	-2
MCCLOUGHLIN/ GRAND BLVD (WB)/ 6063	1	4	5	1	6	7	2
MILL PLAIN BLVD/ BRANDT RD (EB)/ 1250	19	13	32	7	19	26	-6
MILL PLAIN BLVD/ MANZANITA WAY (EB)/ 1197	1	2	3	1	1	2	-1
MILL PLAIN BLVD/ MACARTHUR BLVD (WB)/ 2117	6	8	14	4	4	8	-6
TOTAL	44	39	83	21	39	60	-23

² Plotch, P. (2022, July 1). *Transit Ridership: Not Expected to Return to Pre-Pandemic Levels This Decade*. Eno Center for Transportation. Retrieved January 10, 2023, from <https://www.enotrans.org/article/transit-ridership-not-expected-to-return-to-pre-pandemic-levels-this-decade/>

VEHICLE MILES TRAVELED

Description: This measure is used to identify how the corridor investments impact travel by motor vehicles, and its influence on air quality.

Measure(s): Vehicle miles traveled (VMT)

Target: Reduce vehicle miles traveled along the corridor and improve air quality after project implementation.

Data Source: Smart Growth America's [Benefits of Complete Streets](#) tool

VEHICLE MILES TRAVELED FINDINGS

The Smart Growth America's Benefits of Complete Streets tool estimates the reduction in vehicle-miles travelled (VMT) based on estimated change in the total number of motor vehicle trips during pre-project conditions that were instead made via biking after project implementation. The tool uses several inputs to estimate the number of new cyclists a bike facility may attract over 20 years. It then uses that number to estimate the projected reduction in vehicle-miles traveled (VMT) and several air pollutants over 20 years. It multiplies the number of cycling trips by the average bike trip length to calculate the reduction in VMT and uses average motor vehicle speeds and data on air pollution to calculate emissions reductions. The average bike trip length of 2.3 miles was taken from the 2009 National Household Travel Survey³, while Table 6 shows the projected annual reductions in VMT and several air pollutants at several points in time. The year 2022 was assumed to be "Year 0" because that is when the bicycle counts used as an input for the number of trips were recorded. This approach is limited in that it assumes that bike trips are replacing motor vehicle trips mile-for-mile. This assumption may not be accurate because many bike trips are for recreational purposes and do not replace car trips.

TABLE 6: ESTIMATED CHANGE IN VEHICLE-MILES TRAVELED AND AIR POLLUTANTS

	YEAR 5 (2027)	YEAR 10 (2032)	YEAR 15 (2037)	YEAR 20 (2042)
VEHICLE-MILES TRAVELED	-5,711	-13,036	-22,347	-34,093
CARBON MONOXIDE (TONS)	-0.008	-0.014	-0.017	-0.018
CARBON DIOXIDE (TONS)	-3.633	-8.264	-14.114	-21.455
NITROGEN OXIDES (TONS)	-0.001	-0.001	-0.001	-0.001

³ Kuzmyak, R., & Dill, J. (2012). Walking and Bicycling in the United States The Who, What, Where, and Why. In *TR News*. Transportation Research Board. Retrieved January 25, 2023, from <https://onlinepubs.trb.org/onlinepubs/trnews/trnews280www.pdf>

New Bike Trips

This methodology yielded an estimate of new cyclists that was significantly higher than the observed bicycle counts. Because of this, the tool was modified to use the observed cyclist counts on the corridor as an input for estimated future cyclist growth and environmental benefits, rather than using the tool to estimate current and future cycling volumes using distance-weighted population factors. This modified methodology then applies a long-term growth rate to the number of observed cyclists to estimate the growth in cycling volumes over 20 years. The methodology also multiplies the number of daily cyclists by 365 to estimate the number of annual cyclist trips.

The tool requires the input of assumed long-term annual cycling growth rate under no-build (no facility) and build conditions (with the facility). A report from the National Institute for Transportation and Communities found an increase of between 21 and 171 percent in the number of cyclists after the addition of new protected bike facilities in several U.S. cities⁴. However, this report found that 1 percent of survey riders on the new facilities said they would not have made the trip without the new facility, 10 percent would have made the trip by another mode, 24 percent would have cycled on a different route, and 65 percent would have cycled on the same route without the facility. Additionally, 49 percent said they were biking more frequently because of the facility. This finding suggests that the majority of increased ridership seen on new project facilities does not consist of new cyclists. Additionally, the wide range of ridership increases makes it difficult to make assumptions about how much ridership will grow over a period of 20 years and how many riders are simply shifting their route. However, the study's findings do indicate that the addition of protected bicycle facilities can produce large ridership increases.

The following annual growth rates for build conditions were used in this analysis. They are intended to account for the relatively small percentage of non-riders who are assumed to start cycling or cycle more frequently with the addition of the facility, rather than riders who shift their route.

- An increase of 2 percent for sharrows.
- An increase of 3 percent for non-buffered bike lanes.
- An increase of 4 percent for buffered bike lanes.

In other terms, an increase of 2 percent under build conditions means the number of cyclists would increase by 2 percent more per year than under no-build conditions. These differential rates assume that facilities providing greater separation from traffic are likely to induce more cycling trips than facilities offering less protection. A long-term no-build growth rate of 1.4 percent was assumed. This growth rate is the linear annualized increase based on the City of Vancouver's [2022-2031 Parks, Recreation & Cultural Services Comprehensive Plan](#)'s 10-year population projections. A 2.5 percent increase over no-build conditions (for a final growth rate of 3.9 percent) was used in

⁴ Monsere, C., Dill, J., McNeil, N., Clifton, K., Foster, N., Goddard, T., Berkow, M., Gilpin, J., Voros, K., von Hengel, D., & Parks, J. (2014). *Lessons From The Green Lanes: Evaluating Protected Bike Lanes In The U.S.* (NITC-RR-583). National Institute for Transportation and Communities. Retrieved January 25, 2023, from https://bikeportland.org/wp-content/uploads/2014/06/NITC-RR-583_ProtectedLanes_FinalReportb.pdf

this analysis because about half of the corridor consists of sharrows. Actual changes in the number of cyclists are likely to vary and continued monitoring of cyclist volumes on the corridor will provide clearer insights into changes over time. A base number of 49 cyclists was used as the starting year number of new cyclists. This number is the average of the bi-directional 24-hour bicycle counts recorded in September 2022. The year 2022 was assumed to be “Year 0” because that is when the bicycle counts used as an input for the number of trips were recorded.

The tool applies the build growth rate over 20 years to calculate the total number of cyclists and biking trips. A summary of the tool’s outputs is shown in Table 7 below. This approach’s main limitation is that it applies a constant long-term growth rate to post-project bicycle volumes. In reality, the post-project bicycle volumes used as the Year 0 base count are already the result of the addition of the Project’s facilities. This approach also assumes a constant growth rate resulting from the addition of the Project facilities. This methodology fails to account for the fact that bicycle volumes may not increase at a constant, higher rate with the added facilities over 20 years compared to no-build conditions.

TABLE 7: ESTIMATED FUTURE CYCLISTS TRIPS GIVEN POST-PROJECT CONDITIONS

	YEAR 0 (2022)	YEAR 5 (2027)	YEAR 10 (2032)	YEAR 20 (2042)
NUMBER OF DAILY CYCLISTS	49*	59	72	105
INCREASE FROM PRE-PROJECT CONDITIONS	N/A	7	16	41
ANNUAL BIKE TRIPS	17,885	21,655	26,221	38,441
INCREASE FROM PRE-PROJECT CONDITIONS	N/A	2,483	5,668	14,823

*Average number of observed cyclists in September 2022

MULTIMODAL LEVEL OF TRAFFIC STRESS

Description: Pedestrian and bicycle level of traffic stress (LTS) evaluation provides a quantitative metric to understand a multimodal user's perception of the safety and comfort of the corridor. This method can be used to understand key gaps and barriers to walking and bicycling which can then be addressed through targeted improvements.

Measure(s): Pedestrian level of traffic stress; Bicycle level of traffic stress

Target: Decrease the miles along the corridor that operate with an extreme or high multimodal level of traffic stress after project implementation.

Data Sources: GIS; Field confirmation; WSDOT Design Bulletin or similar tool

MULTIMODAL LEVEL OF TRAFFIC STRESS FINDINGS

Bike Level of Traffic Stress

The pre- and post-project bicycle level of traffic stress (LTS) was calculated for both travel directions along the McLoughlin Boulevard corridor using a design bulletin published by the Washington Department of Transportation⁵. This methodology considers the speed limit, the number of traffic lanes, average daily traffic, and type of bicycle facility. LTS scores range from 1 (low stress for people biking) to 4 (high stress). As shown on Figure 2, before the Project was implemented, the bike LTS was 2 westbound between E Reserve Street and E W Street, where there was a non-buffered bike lane, and 3 on the remainder of the section between E Reserve Street and Grand Boulevard. The LTS was 2 east of Grand Boulevard, where there were (and still are) sharrow markings. This lower score was due to the lower traffic volumes on that section of the corridor.

The post-project facilities on the corridor yield LTS scores of 1 to 2 on all segments as shown on Figure 3. The only segments with an LTS score of 2 are the westbound section between E Reserve Street and E W Street and the segment between Grand Boulevard and Brandt Road. The former segment's bike lane is not buffered, while the latter consists of sharrows that do not separate motor vehicles from bicyclists and small mobility users.

In summary, the buffered bike lanes added as part of this project have reduced the LTS score on the E Reserve Street to Grand Boulevard section of the corridor (except westbound between E W Street and E Reserve Street, where the bike lane is still not buffered).

⁵ Washington Department of Transportation, Designing for Level of Traffic Stress Bulletin #2022-01 (2022), <https://wsdot.wa.gov/sites/default/files/2022-06/DesignBulletin2022-01.pdf>

FIGURE 2: PRE-PROJECT BICYCLE LEVEL OF TRAFFIC STRESS

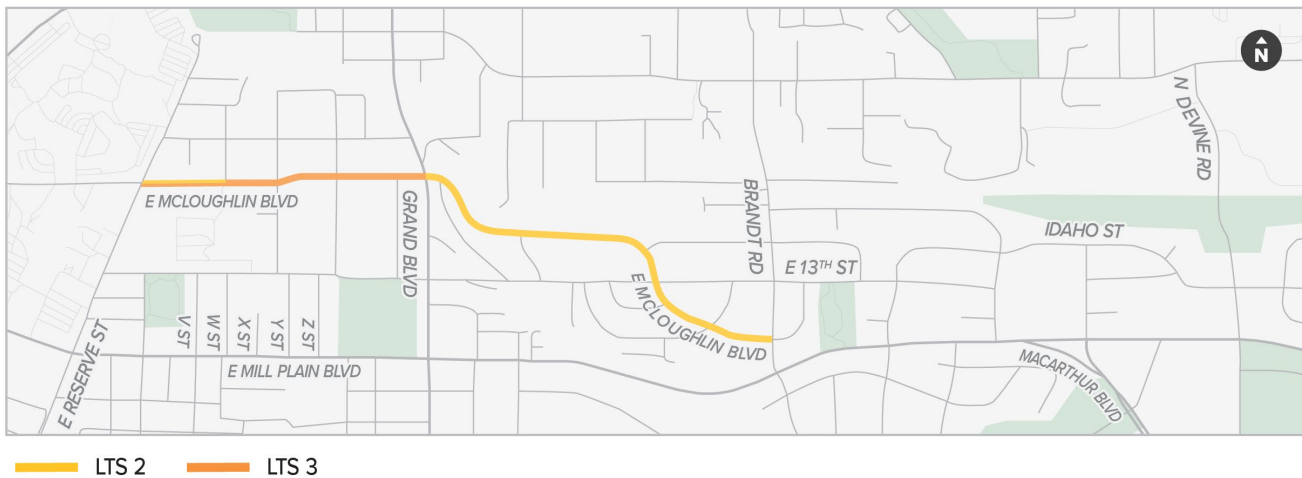
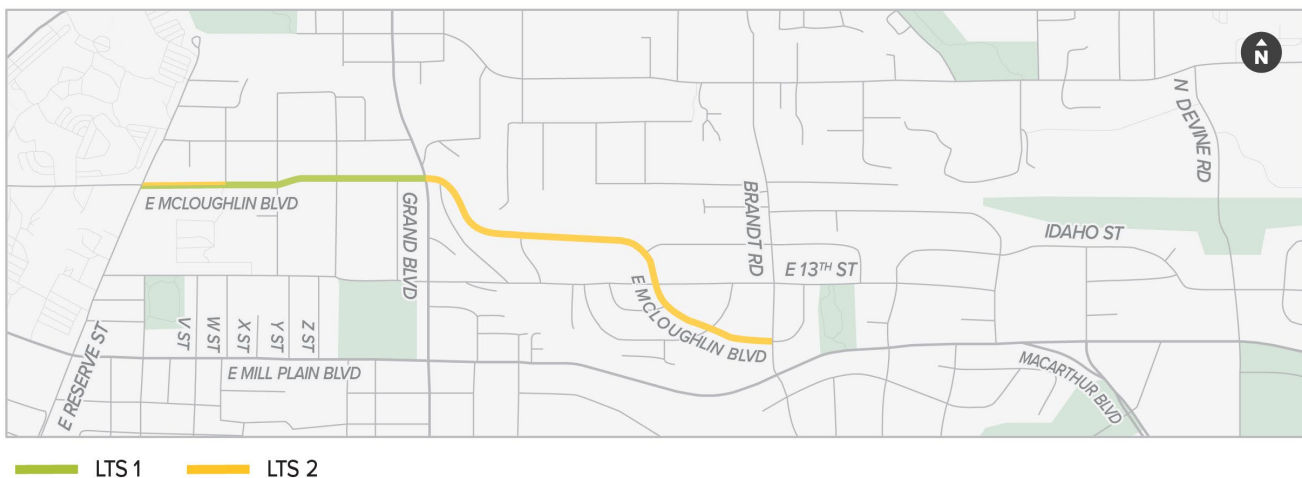


FIGURE 3: POST-PROJECT BICYCLE LEVEL OF TRAFFIC STRESS



Pedestrian Level of Traffic Stress

The pre- and post-project pedestrian level of traffic stress (LTS) was calculated for both travel directions along the McLoughlin Boulevard corridor using the same design bulletin used for the bike LTS evaluation⁶. This methodology considers the speed limit, the number of traffic lanes, the average daily traffic, and type of pedestrian facility. Before project implementation, the LTS score was 2 between E Reserve Street and Grand Boulevard and 1 east of Grand Boulevard. After project implementation, the LTS score dropped to 1 for the entire corridor. As no sidewalk improvements were made as part of this project, this change was due to the lower traffic volumes observed on the corridor in 2022.

⁶ Washington Department of Transportation, Designing for Level of Traffic Stress Bulletin #2022-01 (2022), <https://wsdot.wa.gov/sites/default/files/2022-06/DesignBulletin2022-01.pdf>

FIGURE 4: PRE-PROJECT PEDESTRIAN LEVEL OF TRAFFIC STRESS

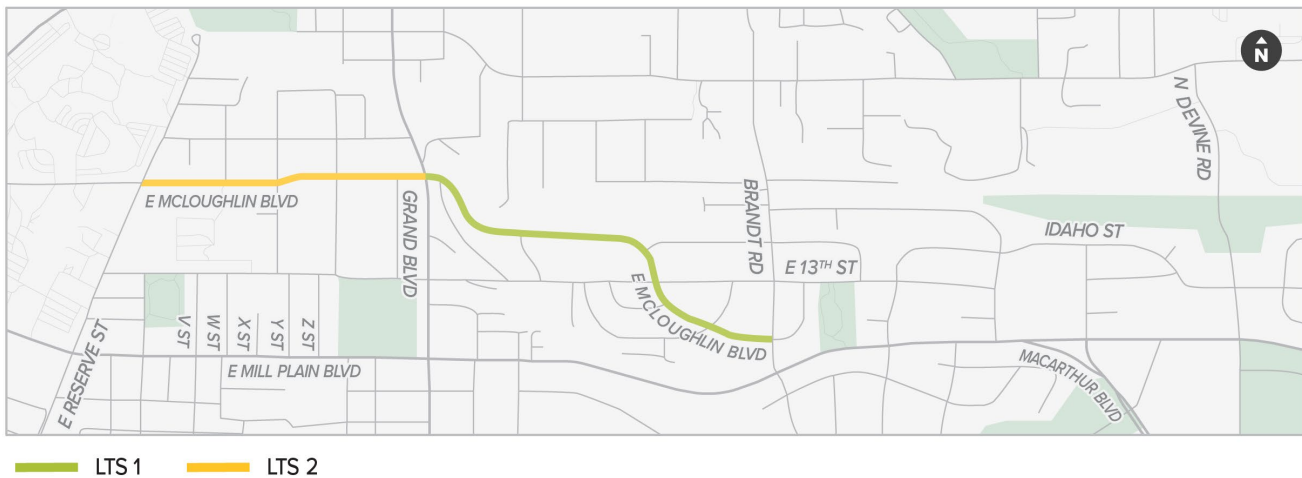
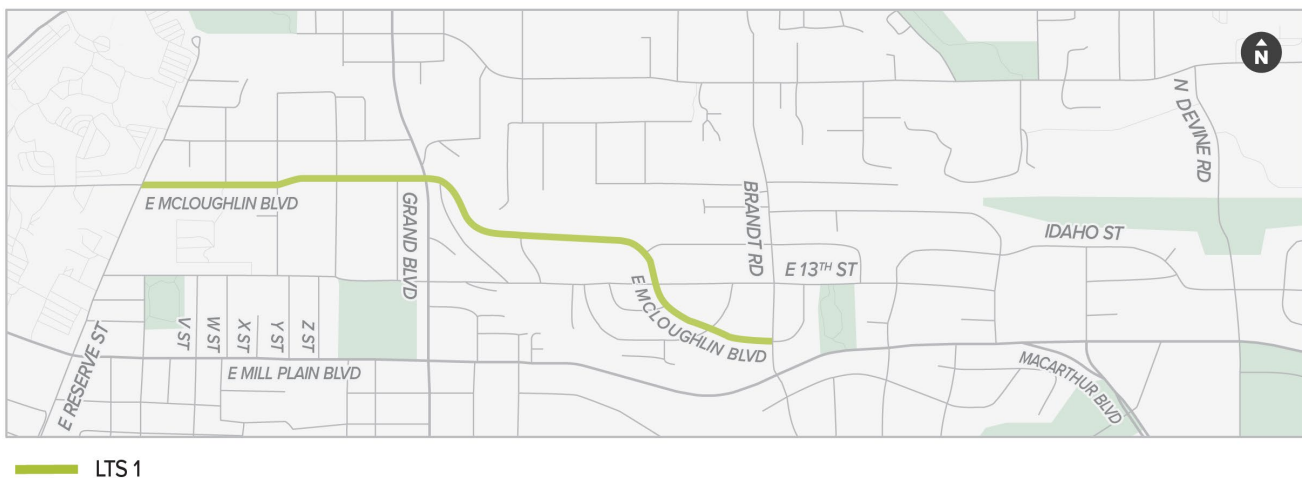


FIGURE 5: POST-PROJECT PEDESTRIAN LEVEL OF TRAFFIC STRESS



SYSTEM COMPLETENESS

Description: This measure evaluates the completeness of the pedestrian and bicycle networks along the corridor.

Measure(s): Total miles and percentage of pedestrian, bicycle and trail networks implemented.

Target: Add sidewalks, bikeways, mobility lanes and trail networks.

Data Sources: GIS; Field confirmation

SYSTEM COMPLETENESS FINDINGS

The total length of this project from E Reserve Street to Brandt Road, is about 1.1 miles, 0.45 miles of which consists of striped mobility lanes between E Reserve Street and Grand Boulevard, with the remainder being sharrow markings between Grand Boulevard and Brandt Road. This corridor provides an important east-west connection, along the McLoughlin-McArthur-McGillivray

corridor, that allows road users to bypass E Mill Plain Boulevard. It also provides access to important destinations, including Hudson's Bay High School, Clark College, and the Washington State School for the Blind. The McLoughlin Boulevard route connects with the north-south bike lanes on E Reserve Street, Grand Boulevard, and Brandt Road.

SAFETY

Description: This measure monitors the safety of travel along the corridor to provide trends related to total vehicle, pedestrian, and bicyclist collisions, fatal and severe injury collisions, total fatalities and severe injuries, vehicle travel speeds and volumes and vehicle-bicycle conflicts.

Measure(s): Vehicle, pedestrian, and bicyclist fatal and serious injury crashes; Crashes involving a pedestrian or bicyclist; Vehicle travel speeds and volumes; Vehicle-bicycle conflicts.

Target: Reduce transportation related collisions, fatalities, and serious injuries for all users after project implementation.

Data Sources: City crash and crash severity data; Collected count and speed data.

SAFETY FINDINGS SINCE 2018

Two bicycle-involved crashes occurred along the corridor between 2018 and 2022:

- A non-fatal injury crash involving a bicycle and motor vehicle while the vehicle was turning left at the Reserve Street-McLoughlin Boulevard intersection (August 2020).
- A non-fatal injury crash involving a bicycle and motor vehicle while the vehicle was moving forward ahead at the X Street-McLoughlin Boulevard intersection (October 2019).

SAFETY FINDINGS FOR PRE- AND POST-PROJECT ANALYSIS

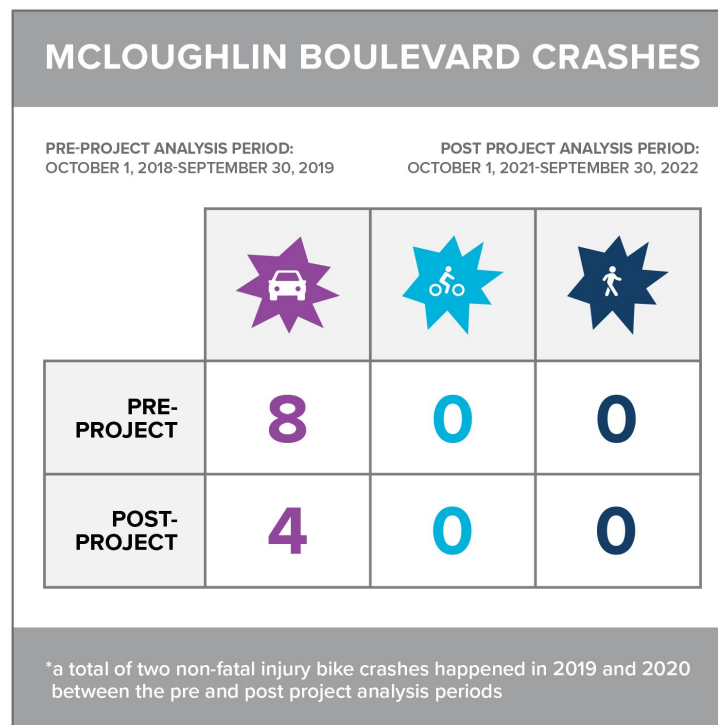
During a 12-month period before project implementation (October 1, 2018-September 30, 2019), eight motor-vehicle-only crashes occurred on the corridor, none of which caused injuries.

Four motor-vehicle-only crashes occurred on the corridor in the 12 months following the project's implementation (October 1, 2021-September 30, 2022) and none caused injuries.

- A crash just west of the E Reserve Street intersection.
- A crash near the E W Street intersection.
- A crash at the E X Street intersection.
- A crash west of the E 14th Street intersection.

While this sample size is low, the decrease in motor-vehicle-only crashes between the pre- and post-project periods suggest the addition of buffered mobility lanes and speed cushions may have reduced crashes on the corridor. Further monitoring of crash rates will shed more light on this trend over time. Figure 6 summarizes these trends.

FIGURE 6: SUMMARY OF CRASHES FOR PRE- AND POST-PROJECT ANALYSIS PERIODS



Motor Vehicle Speeds and Volumes

Average motor vehicle speeds, summarized in Table 8, decreased in the middle of the corridor, and increased slightly on the west and east ends between 2018 and 2022. This pattern may be due to the speed cushions on McLoughlin Boulevard, as traffic-calming effects would be expected to be most pronounced in the middle of the corridor, where drivers are forced to slow down when traversing the speed cushions.

TABLE 8: 2018 AND 2022 AVERAGE SPEEDS WITH 25 MPH POSTED SPEED

LOCATION	JANUARY 2018		SEPTEMBER 2022		EASTBOUND DIFFERENCE (MPH)	WESTBOUND DIFFERENCE (MPH)
	EASTBOUND (MPH)	WESTBOUND (MPH)	EASTBOUND (MPH)	WESTBOUND (MPH)		
EAST OF RESERVE ST	22	21	23	23	+1	+2
WEST OF GRAND BLVD	24	25	22	22	-2	-3
EAST OF GRAND BLVD	24	28	20	21	-4	-7
WEST OF BRANDT RD	17	17	20	20	+3	+3

Overall, motor vehicle volumes have declined substantially between 2018 and 2022, where motor vehicle speeds have declined in the middle of the corridor while increasing slightly on the east and west ends. As shown in Table 9, entering eastbound and westbound motor vehicle volumes decreased between the pre-project (January 2018) and post-project (September 2022) periods at several intersections on the corridor in the a.m. and p.m. peak hours.

At the McLoughlin Boulevard-Grand Boulevard intersection, entering eastbound and westbound volumes declined by 28 percent in the morning peak hour and by 41 percent in the evening peak hour between 2018 and 2022. At the McLoughlin Boulevard-Brandt Road intersection, volumes declined by 35 percent in the a.m. peak hour and 42 percent in the p.m. peak hour.

TABLE 9: PRE-PROJECT (2018) AND POST-PROJECT (2022) PEAK-HOUR MOTOR VEHICLE VOLUMES

COUNT LOCATION	JANUARY 2018		SEPTEMBER 2022		EB CHANGE	WB CHANGE	OVERALL CHANGE
	EB	WB	EB	WB			
A.M. PEAK HOUR							
MCLOUGHLIN BLVD/GRAND BLVD	103	96	88	56	-15	-40	-55
MCLOUGHLIN BLVD/BRANDT RD	74	4	47	4	-27	0	-27
P.M. PEAK HOUR							
MCLOUGHLIN BLVD/GRAND BLVD	155	93	91	55	-64	-38	-102
MCLOUGHLIN BLVD/BRANDT RD	92	3	50	5	-42	+2	-40
2018 peak hours: E McLoughlin Blvd/E Grand Blvd: 7:15 a.m. to 8:15 a.m. and 4:00 p.m. to 5:00 p.m.; E McLoughlin Blvd/E Brandt Rd: 7:55 a.m. to 8:55 a.m. and 4:00 p.m. to 5:00 p.m.							
2022 peak hours: E McLoughlin Blvd/E Grand Blvd: 7:35 a.m. to 8:35 p.m. and 4:15 p.m. to 5:15 p.m.; E McLoughlin Blvd/E Brandt Rd: 7:45 a.m. to 8:45 p.m. and 4:50 p.m. to 5:50 p.m.							

Table 10 compares 24-hour eastbound and westbound traffic volumes in 2018 and 2022. Similar to the peak-hour counts presented in Table 9, it shows significant reductions in motor vehicle volumes on the corridor and on E Mill Plain Boulevard, just to the southeast of the corridor. It is difficult to determine the extent to which the project itself may have contributed to this decline versus other potential causes such as changing travel patterns due to the COVID-19 pandemic. It is possible that some drivers shifted their routes away from McLoughlin Boulevard after the addition of speed cushions. Regardless of the cause, this reduction suggests the corridor remains an attractive route for bicyclists and small mobility users due to the low traffic volumes.

TABLE 10: PRE-PROJECT (2018) AND POST-PROJECT (2022) DAILY TRAFFIC VOLUMES

COUNT LOCATION	JANUARY 2018		SEPTEMBER 2022		EB CHANGE	WB CHANGE	OVERALL CHANGE
	EB	WB	EB	WB			
McLOUGHLIN BLVD WEST OF GRAND BLVD	1797	1841	1106	1075	-691	-766	-1457
McLOUGHLIN BLVD EAST OF GRAND BLVD	1061	1131	617	658	-444	-473	-917
MILL PLAIN BLVD EAST OF BRANDT RD	7855	8136	6852	7714	-1003	-422	-1425

Potential Vehicle-Bicycle Conflicts

Field observations were recorded in September 2022. Due to low bicycle volumes, it was difficult to directly observe bicycle-motor vehicle conflicts. The existing infrastructure functions well, though the gap in buffered mobility lanes immediately west of Grand Blvd created a pinch point for people biking and using small mobility devices. Several vehicles were observed parking within the buffered mobility lane in front of residences.

Turning-movement counts show the number of potential bicyclist-motor vehicle conflicts. Table 11 compares the right-turning motor vehicle volume with bicycle volume. These movements create potential conflicts, including “right-hook” crashes in which a motor vehicle turning right collides with a bicyclist or small mobility user going forward through the intersection. Areas of especially high potential conflict include the eastbound right turn at the McLoughlin Boulevard-E Reserve Street intersection and the eastbound and westbound right turns at the McLoughlin Boulevard-Grand Boulevard intersection. [Painted bike boxes](#) are one safety intervention that can improve bicyclist and small mobility user safety in areas with high levels of potential conflict such as these.

TABLE 11: POTENTIAL BICYCLE-MOTOR VEHICLE CONFLICTS FROM RIGHT-TURNING VEHICLES IN P.M. PEAK HOUR

LOCATION	BICYCLE VOLUME		RIGHT-TURNING VEHICLES	
	EASTBOUND	WESTBOUND	EASTBOUND	WESTBOUND
McLOUGHLIN BLVD/RESERVE ST	19	5	39	2
McLOUGHLIN BLVD/GRAND BLVD	5	4	14	34
McLOUGHLIN BLVD/BRANDT RD	3	0	45	3

OTHER OBSERVATIONS

EQUITY POPULATION IN CORRIDOR

The City of Vancouver has created an Equity Index Map⁷ that scores Census tracts on several socio-economic indicators (using 2015-2019 American Community Survey data) to create an Equity Score, with higher scores (ranging from 5 to 20) indicating higher populations of historically marginalized and underserved communities. These indicators are:

- people of color,
- educational attainment less than a bachelor's degree,
- renters,
- median family income,
- people 65 and over, and
- households with children.

The McLoughlin Boulevard corridor runs through three Census Tracts, with Equity Index scores of 13, 16, and 6. The tract with a rank of 13 is on the west end of the corridor, covering the section between E Reserve St and Grand Boulevard. The tract scoring 16 covers the section between Grand Blvd and E 13th St, while the tract scoring 6 covers the eastern section of the corridor. These scores indicate that about two thirds of the corridor runs through areas with relatively high populations of historically underserved communities, meaning the Project's benefits can importantly benefit these communities and further the City's Equitable Transportation Investment Strategy.

SERVICE PROVIDER FEEDBACK

Service providers were contacted to assess the impact of this project on their operations. In general, feedback was positive and indicated either no or positive impacts.

C-TRAN, Vancouver's transit agency, indicated that the mobility lanes and speed cushions on McLoughlin Boulevard did not adversely affect bus operations, including bus travel times and passenger access to bus stops. Bus operators reported that the buffered mobility lanes have made passing people bicycling or using small mobility devices easier⁸.

The City of Vancouver's Public Works: Solid Waste Division, whose waste collection contractor is Waste Connections, indicated that this project did not create any negative impacts on waste collection. The division's staff expressed appreciation for the project team's collaborative and

⁷https://www.cityofvancouver.us/sites/default/files/fileattachments/community_development/page/39111/cov_equitable_transportation_investment_strategy_22_05_26.pdf. The Equity Index is currently being updated with additional indicators, weighting and more recent Census data.

⁸ Email communication from Taylor Eidt, C-TRAN Planning Project Manager, on October 31, 2022.

proactive communication efforts as this project was planned and implemented⁹. The Vancouver Fire and Police Departments also reported no negative impacts from this project¹⁰.

Staff from Hudson's Bay High School, which is located on the western edge of the corridor, indicated they have not seen any detrimental impacts from this project. They commented that the Project may have improved safety for students by separating cars from people walking, biking, and using small mobility devices¹¹. Staff from the Washington State School for the Blind reported that the school had not seen any detrimental impacts from the project¹².

CONCLUSIONS AND RECOMMENDATIONS

The Project is one of the first Complete Streets Projects to be implemented and is the first to be evaluated in accordance with the City's [Complete Streets Policy](#) (2017) under the Complete Streets Program with the Complete Streets Evaluation Framework. The Project had permanent and pilot elements that were installed and evaluated, which will also inform future Complete Streets efforts that the City undertakes.

The Project supports the vision outlined in the City's Complete Streets Policy to create a safe, accessible street system that benefits all users with a citywide, convenient, interconnected transportation network. This Project also exemplifies the Complete Streets Policy's guiding principles, including:

- 2.1 - Serving All Users and Modes: The Project improves safety and transportation options for people walking, biking, and using small mobility devices on the corridor.
- 2.2 - [Providing] Interconnected Networks: The Project adds to the City's network of low-stress bike lanes and sidewalks and enhances residents' ability to reach their destinations safely. It also provides connections to bike lanes on nearby streets like Grand Blvd.
- 2.3 - [Implementing] Flexible Design: The combination of buffered bike lanes and sharrows illustrates a flexible approach that accounts for local street and land-use context along a corridor.
- 2.6 - [Coordinating] Internally and Among Jurisdictions: The positive feedback from service providers, including from the Vancouver Solid Waste Division, C-TRAN, and local schools, illustrates a proactive and successful effort to coordinate transportation policy with internal and external partners.

⁹ Digital interview conducted with Julie Gilbertson, Vancouver Public Works Solid Waste Neighborhood Liaison and Amanda Romero, Vancouver Public Works Logistics Coordinator, November 3, 2022.

¹⁰ Email communication from Chad Lawry, Vancouver Assistant Fire Marshall, October 31, 2022.

¹¹ Email communication from Nicole Daltoso, Vancouver Public Schools Facilities Planning Manager, December 1, 2022.

¹² Phone call with Sean McCormick (school principal), December 19, 2022.

Overall, the permanent and pilot project elements of the McLoughlin Boulevard Complete Street Project are functioning as intended, fulfilling the intended Policy to provide safe, comfortable, low-stress facilities, given the roadway context (motor-vehicle speeds and volumes):

- The buffered bike lanes improve safety on the higher traffic-volume section of McLoughlin Boulevard between E Reserve St and Grand Blvd by separating vehicles from people using the lanes. Eight motor-vehicle crashes occurred on the corridor in the year before the project implementation, while only four occurred in the year of the evaluation following implementation.
- The sharrows between Grand Blvd and Brandt Rd indicate to drivers the need to share the roadway with other users, such as bicyclists, while avoiding the need to remove on-street parking on this lower-traffic section of the corridor.
- The speed cushions reduce motor-vehicle speeds up to 7 miles per hour on the corridor compared to pre-project conditions.

With the Project's permanent and pilot elements functioning as intended and in alignment with the City's Complete Streets Policy, the elements should remain permanent. The elements will continue providing mobility and safety benefits as the City implements the Complete Streets Policy throughout the transportation network.

RECOMMENDATIONS TO IMPROVE SAFETY

These findings indicate that traffic volumes remain below their pre-project levels. Additionally, the bicycle level of traffic stress is 1 or 2 on all segments of the corridor. Based on the data presented here, the City can further improve the safety and comfort of all users by implementing the following recommendations during future roadwork (see Figure 7):

- Add painted hash marks inside the mobility lane buffer between E Reserve St and Grand Blvd to create a visual narrowing effect for drivers. Markings will also indicate that people cycling or using a small mobility device should not travel in the buffer area.
- Evaluate whether traffic volumes allow the removal of left turn pockets to enable the extension of buffered mobility lanes on McLoughlin Blvd all the way to Grand Blvd, which currently end at Grand Pl. This change could require restriping of the roadway to narrow the travel lanes and left-turn lane approaching the Grand Blvd intersection.
- Add painted bike boxes to the eastbound and westbound approaches at the McLoughlin Boulevard-Grand Blvd intersection and at the E Reserve St intersection to reduce bicycle-motor vehicle conflicts. Bike boxes will increase safety for cyclists and small mobility users turning onto Grand Blvd and E Reserve St. While the northbound and southbound approaches at both intersections see lower bicycle volumes (0 to 1 cyclists in either peak hour in each direction) than the eastbound and westbound approaches (up to 19 cyclists in the p.m. peak hour), bike boxes should be added to the northbound and southbound approaches if resources permit.
- Reduce the width of speed cushions to not extend into the mobility lanes to improve comfort for mobility lane users. Extending speed cushions in the buffer area and mobility lanes may deter

drivers from swerving to avoid the speed cushions but provide additional barrier to navigate for mobility lane users.

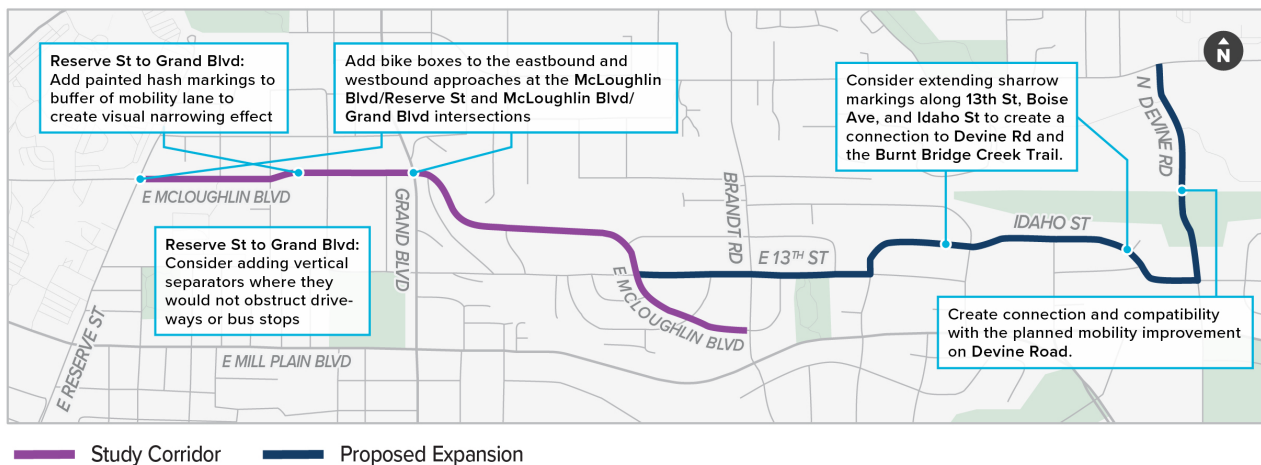
- Continue monitoring crash rates and user behavior, including drivers.

RECOMMENDATIONS FOR FUTURE IMPROVEMENTS

Additionally, the City should consider the following recommendations near the Project to create safer connections in the transportation network, if resources allow:

- Add sharrows on E 13th St (McLoughlin Blvd to E Idaho St/Manzanita Way), E Idaho St at Boise Ave, and along E Idaho St (at Manzanita Way to E Devine Rd) to create a connection to E Devine Rd and the Burnt Bridge Creek Trail. This added connection would improve the small mobility network's connectivity and link a popular trail with Martin Luther King Elementary School. It would also provide a lower-stress local mobility route parallel to the much busier arterial route on E Mill Plain Blvd. This could be implemented as part of future repaving projects or bundled into other future roadway striping contracts.
- Removing on-street parking can be contentious, and doing so to extend the buffered mobility lane to the segment between Grand Blvd and Brandt Rd may not warrant the effort given that daily volumes on the section are in the range of 1,100 vehicles. National Association of City Transportation Officials (NACTO) [Guidelines for All Ages and Abilities Bikeways](#) indicate that the Grand Blvd-Brandt Rd section is appropriate for a bicycle boulevard based on vehicle volumes and speeds. [Bicycle boulevards](#) include shared lane markings and wayfinding signs for cyclists. This treatment could be applied to McLoughlin Boulevard with restriping, additional signage, and potentially further traffic-calming elements.

FIGURE 7: CORRIDOR RECOMMENDATIONS





TO: Mayor and City Council

FROM: Eric Holmes, City Manager

DATE: 4/24/2023

SUBJECT Changes to SEPA Exemption Thresholds for Residential Development

ATTACHMENTS:

- ▣ SEPA Threshold Memo

DATE: April 21, 2023

TO: Mayor and City Council

FROM: Chad Eiken, Director, Community Development Department

RE: Staff Communications regarding proposed local implementation of changes to State SEPA threshold exemption for certain housing projects

CC: Eric Holmes, City Manager

This memorandum, in lieu of a workshop, is intended to brief City Council on a proposal from staff to increase the City's SEPA threshold exemptions for residential construction. The State Legislature and Department of Ecology recently raised exemption levels (aka maximum allowable threshold) in order to streamline the processing of residential development applications and thereby help increase housing production.

Background Regarding SEPA

The State Environmental Policy Act, or SEPA, - enacted in 1971 - requires that certain governmental actions be reviewed for environmental impacts prior to approval. Unless specifically exempted by statute or state [SEPA rules](#) (see WAC 197-11-800 through 890), an environmental review is required for all agency actions related to proposed projects, regardless whether the applicant is from the private or public sector. These actions include providing funding, issuing permits and adopting plans, regulations, or ordinances (also called non-project proposals).

In the City of Vancouver, development projects above the adopted exemption threshold are reviewed by Community Development staff for compliance with SEPA prior to issuance of a land use approval. If the scope of a project (e.g., number of units, size of non-residential building, number of parking spaces, etc.) does not exceed the adopted SEPA threshold for review, then it is considered categorically exempt and no further action is required under SEPA.

SEPA is intended as a 'gap filler' to ensure that environmental impacts from projects are addressed if they are not already addressed in some way by a jurisdiction's development regulations. Back in 1971, there were not many development regulations that addressed environmental impacts, but over time regulations have been added that address most environmental issues. For example, the City has development regulations that protect wetlands and sensitive habitat, so SEPA would not be needed as a tool to require mitigation measures where such critical areas exist. Vancouver's regulations have increased in number and

effectiveness over time, and now address archaeological and cultural resources, noise and glare, erosion and dust, historic resources, floodplains, wetlands, steep slopes, shoreline areas, protect significant trees, and require new trees to be planted.

Increases in vehicle trips are regulated through the City's concurrency ordinance, and impacts to schools, parks and streets are mitigated through the application of impact fees. Because Vancouver's residential development standards now address all types of environmental impacts, it is rare for even large residential projects to have any mitigation measures under SEPA.

Proposed SEPA Threshold Changes

In March of 2022, Governor Inslee signed Substitute Senate Bill [SSB 5818](#), which amended Chapter 43.21 RCW to increase the SEPA threshold exemptions for certain types of residential development within incorporated urban growth areas (UGA's). SSB 5818 further directed the Department of Ecology to adopt amendments to the SEPA Rules, [WAC 197-11-800\(1\)](#), implementing such changes. These changes are intended to allow cities and counties to remove a barrier to construction of residential units, in recognition of the state's ongoing housing crisis.

In February of this year, the Department of Ecology adopted the increased maximum exemption thresholds under SEPA as follows:

Project Types	Current Local Threshold VMC 20.790.840A	New Maximum Allowable State Threshold WAC 197-11-800(1)d
Single family residential	20 units	30 units
Single family residential with the total square footage less than 1,500 square feet	20 units	100 units
Multifamily residential	20 units	200 units
Barn, loafing shed, farm equipment storage, produce storage or packing structure	30,000 square feet	40,000 square feet
Office, school, commercial, recreational, service, storage building, parking facilities	12,000 square feet; 40 parking spaces	30,000 square feet
Fill or excavation	500 cubic yards	1,000 cubic yards

The City of Vancouver's locally adopted SEPA rules reference the state law and are codified at Chapter 20.790 VMC.

At this time staff is proposing that the City adopt the new maximum thresholds for **residential projects only**. In order to apply the new thresholds allowed by SSB 5818, the City Council must

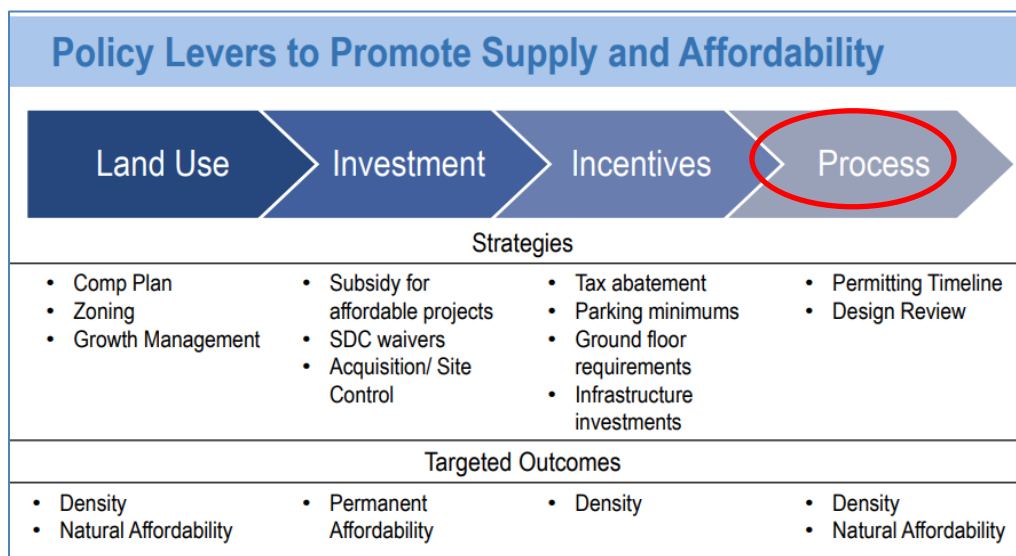
first revise VMC 20.790 by ordinance. As part of the process to change the SEPA thresholds, the City will need to document that the requirements for environmental analysis, protection and mitigation for impacts to the environment have been adequately addressed for the development exempted in the City's development regulations and applicable state and federal regulations. The proposed text amendment will be a Type IV project and per VMC 20.285 "Text Amendments," the Planning Commission will forward its recommendation to the City Council following a public hearing.

Proposal Implements City Housing Strategy

Since its declaration of an affordable housing crisis in 2015, City Council has actively encouraged higher density residential development in appropriate areas, most recently through a number of changes to the City's Land Use and Development Code VMC Title 20 to increase housing opportunities.

Last fall, City Council had a workshop about the City's Housing Action Strategy, which highlighted the ongoing severity of the housing crisis. Mike Wilkerson of EcoNorthwest, the City's consultant on its Housing Strategy, provided data that emphasized the need to significantly increase local housing production, particularly of lower cost housing, in order to meet demand and exert downward pressure on housing prices by increasing supply.

Mr. Wilkerson described four distinct areas where the City can make the most impact in promoting more residential construction: 1) Land Use Regulations, 2) Direct Investment, 3) Incentives, and 4) Process Improvements. The proposed changes to the SEPA thresholds fit squarely into the last category, Process Improvements.



Recent legislative changes and bills pending in the 2023 session also significantly increase the requirements for local governments to plan for and accommodate housing of various types and income ranges.

Raising the SEPA thresholds for residential construction will have the following positive impacts upon such applications: 1) less cost for applicants (fee and consultant costs to prepare); 2) streamlining/possible shortened timeline to process applications; and 3) greater predictability as there would be no SEPA appeal of projects having 200 or fewer units. As noted above, the City's development regulations have been amended over time to address likely environmental impacts, particularly from typical developments such as residential construction, which lessens the need for a SEPA review.

Options and Planning Commission Input

The maximum SEPA exemption thresholds established by the State are optional. Cities and counties planning under the Growth Management Act may adjust their own SEPA exemption thresholds *up to* the maximum permitted under state law. Council therefore may decide to retain the current SEPA thresholds, adopt the maximum allowed by the state, or adopt a threshold that is in between. At this time, staff's proposal is limited to increasing the thresholds for residential types of development.

On March 14, 2023, staff presented this proposal to the Planning Commission to obtain their input. Following a brief discussion, the Commission indicated that it would support an ordinance that adopts the maximum SEPA exemption thresholds for all types of residential development.

Next Steps

CDD staff is prepared to expedite these process changes and would issue a SEPA determination and prepare an ordinance for the Planning Commission and Council's consideration at public hearings as soon as possible. Greg Turner, Land Use Manager, will act as case manager for this narrowly-scoped change.