A Stronger Vancouver

Service Package Overview

CITY OF Vancouver WASHINGTON

April 22, 2019

Vancouver City Council Workshop

Jan Bader, Julie Hannon, Chad Eiken, Joe Molina

Presentation Overview

- Service Package Considerations
- Capital Package
  - Parks
  - Economic Development
- Enhanced Operations
  - Economic Development
  - Public Safety
  - Parks & Recreation

Service Package Development Considerations

A Stronger Vancouver is a shared investment in our community.

- Provides tangible services to residents
- Serves as a catalyst to lead and promote private investment
- Promotes social and geographic equity of services
- Stewardship of what we already have

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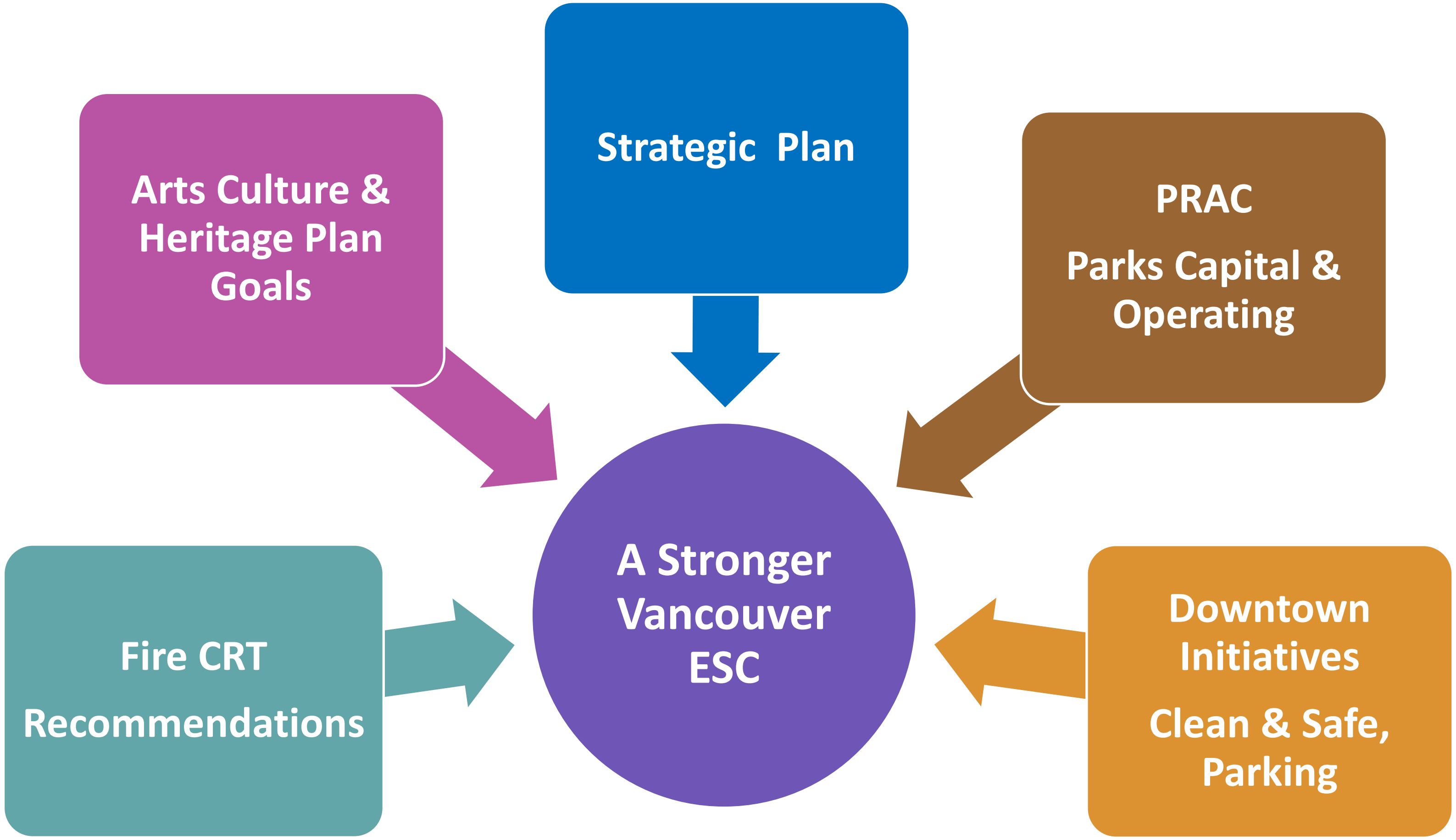
Service Package Recommendation Overview



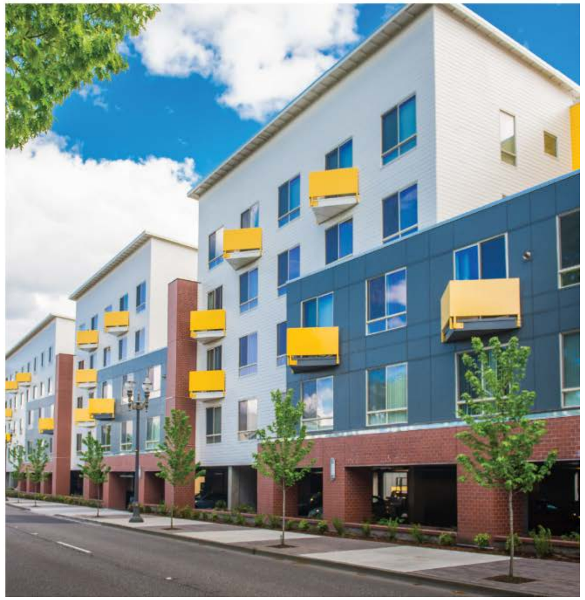
Service Package Recommendation: Capital Projects

- Replace the Operations Center
- Replace two and renovate three fire stations
- Enhance the parks system
- Commercial district infrastructure improvements (i.e., 4th Plain, the Heights)

Service Package Recommendation: Capital Projects

Modifications to original draft service package based on community feedback:

- Economic Development – increased capital investments funding to support economic development investments.
- Affordable housing and homelessness – consider making the Affordable Housing Fund property tax levy permanent.



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Service Package Recommendation: Capital Projects

Parks Capital Improvements include:

- Improvements to 4 community parks- Bagley, Marine, Wintler and Davis Douglas
- Development of 2 Community Parks- Fenton and Shaffer
- Development of 7 neighborhood parks
- Renovation to 12 neighborhood parks

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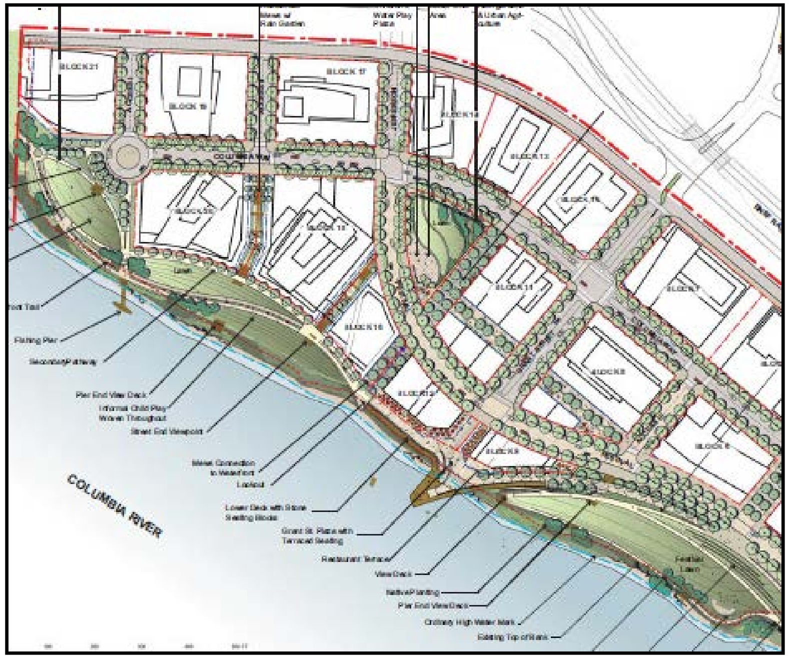
MARINE PARK - BEFORE

MARINE PARK - AFTER


Presented By
SITELines
PARK & PLAYGROUND PRODUCTS
GameTime
A PLAYCORE Company
Color Option 1 - View B
www.gametime.com
CLEARMEADOWS PARK
Representative: Lindsey Erwin

Service Package Recommendation: Economic Development

Business district planning and public infrastructure attracts private investment and revitalizes neighborhoods



District Plan

Infrastructure

Revitalized Area

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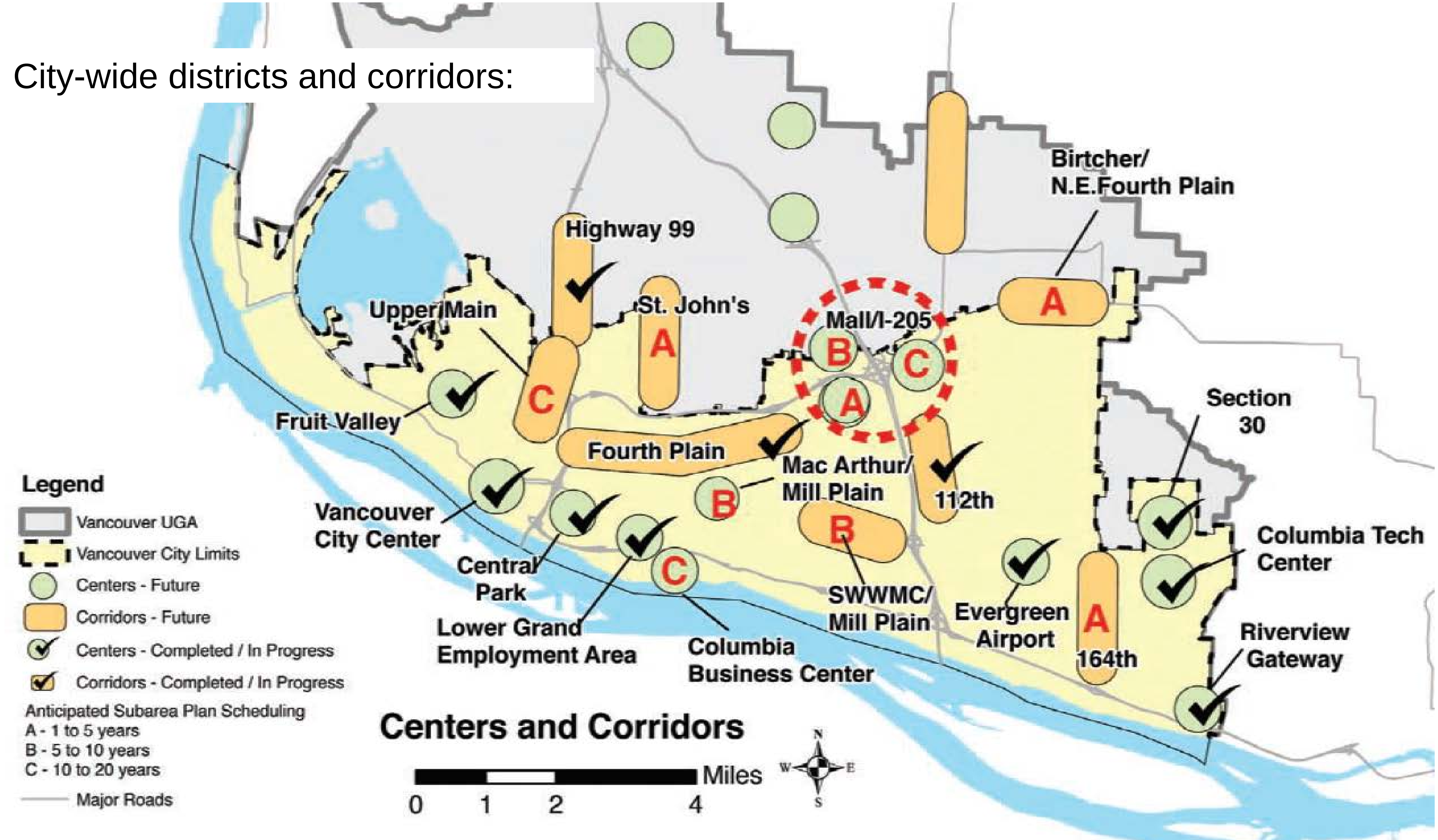
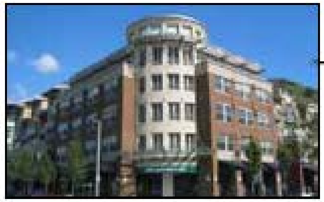
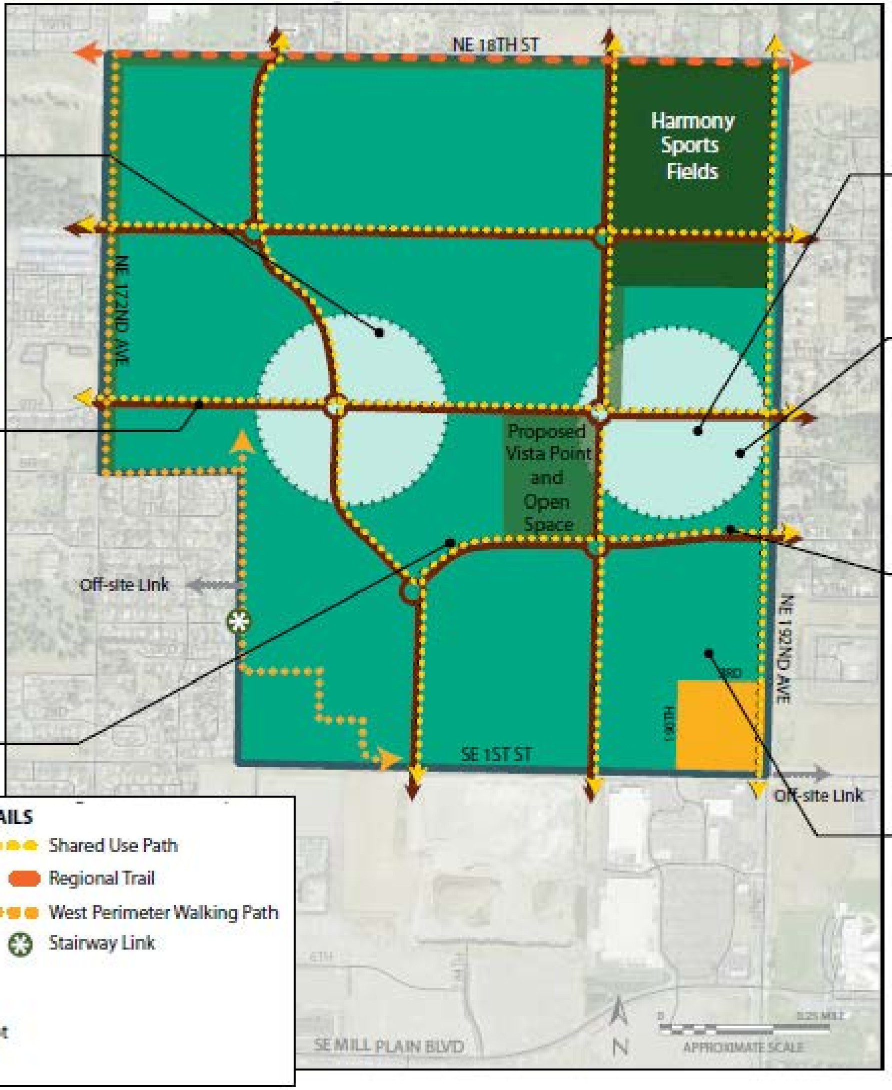
City-wide districts and corridors:



Service Package Recommendation: Economic Development

Sample candidate district: Section 30





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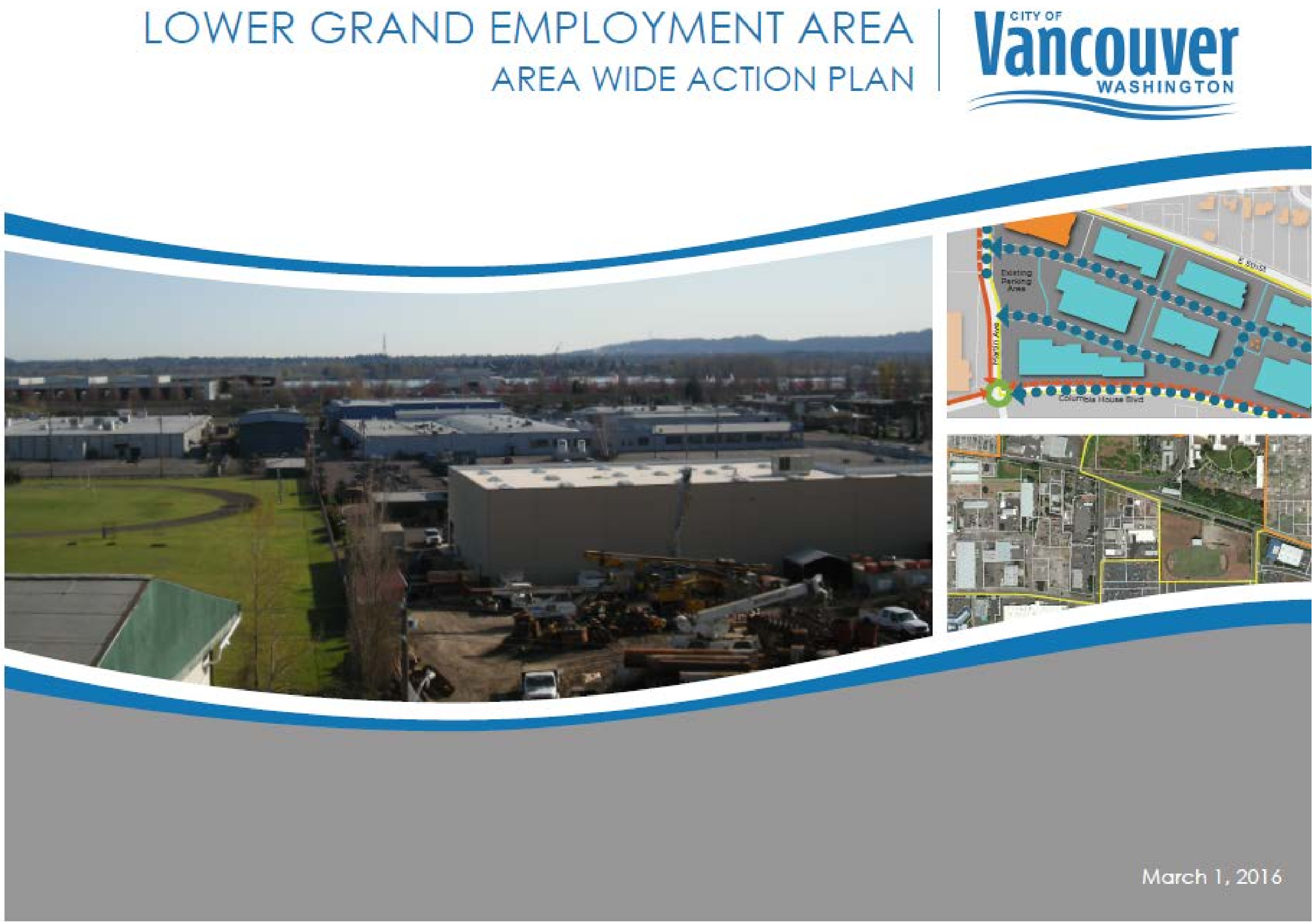
Service Package Recommendation: Economic Development

Sample candidate district: Lower Grand employment area



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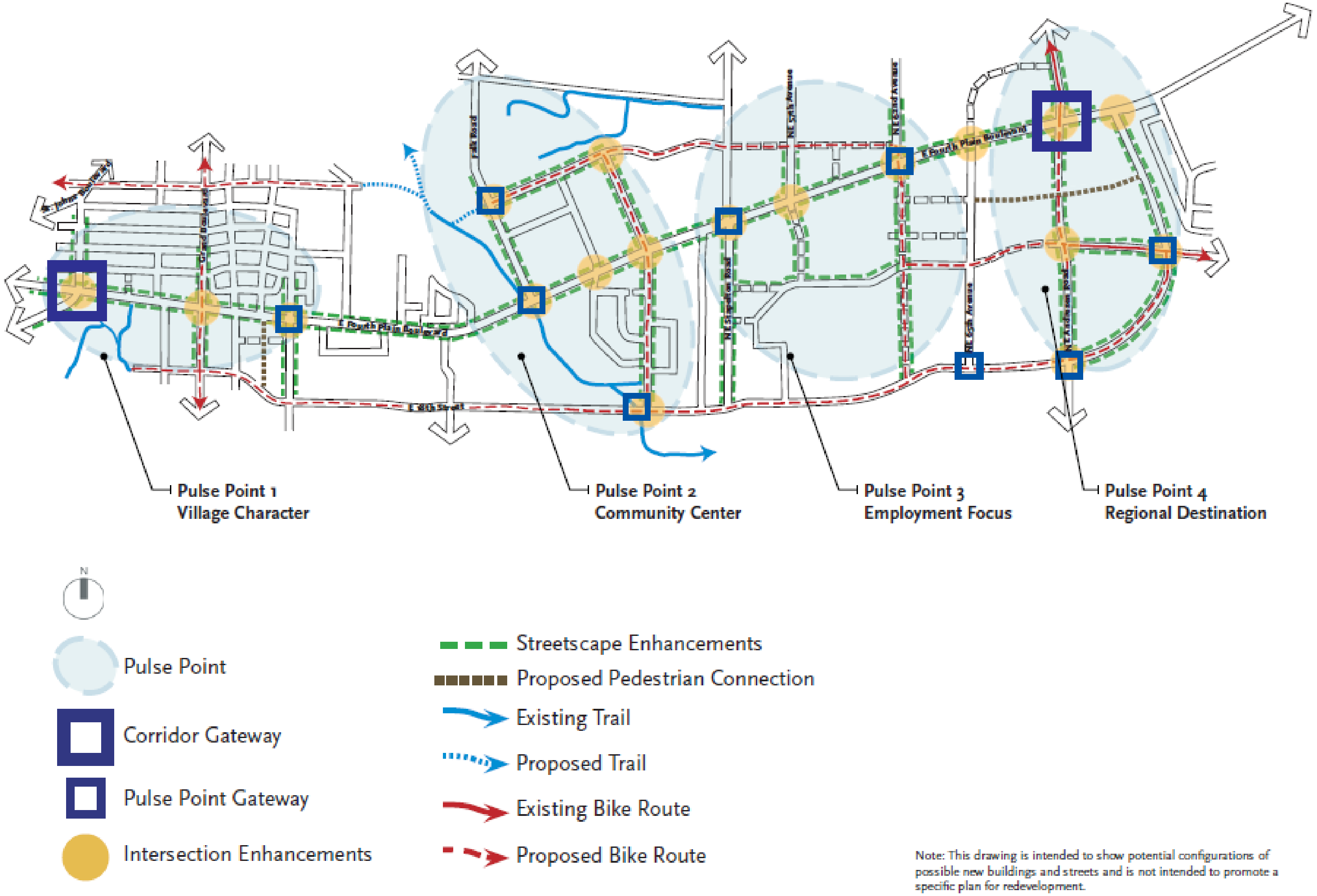
Service Package Recommendation: Economic Development

Sample candidate district: Fourth Plain Corridor



David Evans and Associates, Inc | Urbsworks, Inc. Urban Design | Leland Consulting Group | Jeanne Lawson Associates, Inc

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Service Package Recommendation: Economic Development

Sample candidate district: Vancouver City Center

THE VISION

Many of the components of a successful city center are already in place in Vancouver, such as Esther Short Park and the ring of new buildings around it. The vision that is articulated in this plan is to cultivate a diversity of new uses that will complement those that exist and, at the same time, serve the resident, and working and visiting populations in and adjoining the city center.

Waterfront housing with dining and

Service Package Recommendation: Economic Development

Sample candidate district: Fruit Valley

Planning Area Characteristics

There are two primary land uses in the Fruit Valley Plan area – industrial (including both heavy and light industrial) and residential (including both single family and multifamily) and they have always been closely related, accepting, and cooperative, as explained in the history section above. Sixty one percent of the 614 plan acres are zoned for industrial uses.

Business and Industry

While Fruit Valley has its share of national name businesses, the majority are smaller and local, probably because the industrial parcels and buildings are smaller than contemporary industrial development demands. There are approximately 55 businesses within the plan area. Most of these businesses fit within the broad “industrial” category. Four major industry “clusters” can be identified:

- Warehousing, shipping and distribution. Many businesses are directly involved in shipping and receiving, and run freight trucks throughout the region, West Coast, and even in some cases nationwide. The larger the service area, the more likely the business is to also use rail.
- Packaging Non-food items. There is a packaging cluster anchored by Tetra Pak and Pac Paper
- Manufacturing. There are approximately a dozen businesses with a wide range of products from energy generation systems to chemicals.
- Food processing and packaging. One of the larger industries in the plan area includes Frito Lay that produces and packages food products. Additionally Food Express and Firestone Packing, packages and distributes food products.

Beyond those clusters a wide range of small and local business types predominate.

BNSF Railroad

Fruit Valley Industry

Agriculture

Agriculture, once the sole economic activity and the namesake of Fruit Valley, is still active and is essential to the area’s identity, but is less important in aggregate economic terms. The Firestone family orchard, berry fields, and food packaging operation are a good example of Fruit Valley’s historical economy. The Firestone family was one of the original farming families in Fruit Valley. Today their orchard is located on industrial zoned land adjacent to the BPA transmission towers and includes a small seasonal fruit and vegetable store.

Firestone Farms Fruit Stand

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Service Package Recommendation: Economic Development

Sample candidate district: The Heights

Service Package Recommendation: Capital Projects

Outcomes:

- Enhanced public spaces
- Improved transportation, mobility and connectivity
- Increased business growth and new private investment
- Improved preparedness and operational efficiency
- Increased access to parks, parks safety, and neighborhood vitality


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CAPITAL PROJECTS
Vancouver Lake
Columbia River
5
205
503
500
14
RAYMOND E. SHAFFER PARK
JAGGY ROAD PARK
KEVANNA PARK
FENTON PARK
BURNT BRIDGE CREEK SCHOOL PARK
OAKBROOK PARK
PETER S. OGDEN PARK
LAUREN PARK
LINCOLN PARK
FRUIT VALLEY PARK
ROSE VILLAGE PARK
BAGLEY PARK
COLUMBIA LANCASTER PARK
MEADOWBROOK MARSH PARK
LANDOVER-SHARMEL PARK
JOHN BALL PARK
ARNADA PARK
QUARNBERG PARK
DAVID DOUGLAS PARK
GEORGE & HAZEL STEIN PARK
FATHER BLANCHET PARK
MARINE PARK
WINTLER PARK
HOMESTEAD PARK
HAMBLETON PARK
New park designed & constructed
Existing park redesigned & reconstructed
Existing park improved with new/additional amenities
Economic vitality project
Fire station renovation project
Public Works Operation Center project
www.strongervancouver.org

Service Package Recommendation: Operating Programs

Economic Development

- Subarea/district plans
- Homelessness services and response
- Downtown Improvement Area
- Culture, arts & heritage program
- Neighborhoods program

Public Safety

- Traffic safety improvement
- Rapid response EMS rescue units
- Proactive crime and fire prevention programs

Parks & Recreation

- Reduce financial barriers to recreation programs
- Underserved youth, multi-lingual outreach, and summer playground programs
- Maintenance funds for new parks
- Community events

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Service Package Recommendation: Homelessness Services

Outcomes:

- Support and expand day center operations
- A multi-disciplinary, case worker-led outreach team to assist homeless citizens “where they are” and clean up encampments
- Consider extending the Affordable Housing Initiative (Prop 1)

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Service Package Recommendation: Placemaking

Outcomes:

- Business District Plans
- Public investment in safer streets, pedestrian pathways, public plazas, lighting, utilities and streets
- Increased resources will allow several plans and redevelopment efforts to be underway at once, leading to stronger neighborhoods

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Service Package Recommendation: Downtown Improvement Area

Outcomes:

- A Downtown Improvement Area program can be used for enhanced services, to be determined by the property owners
- Security ambassadors, on-call clean-up services, graffiti removal, streetscape maintenance, and landscape/entryway enhancements and maintenance

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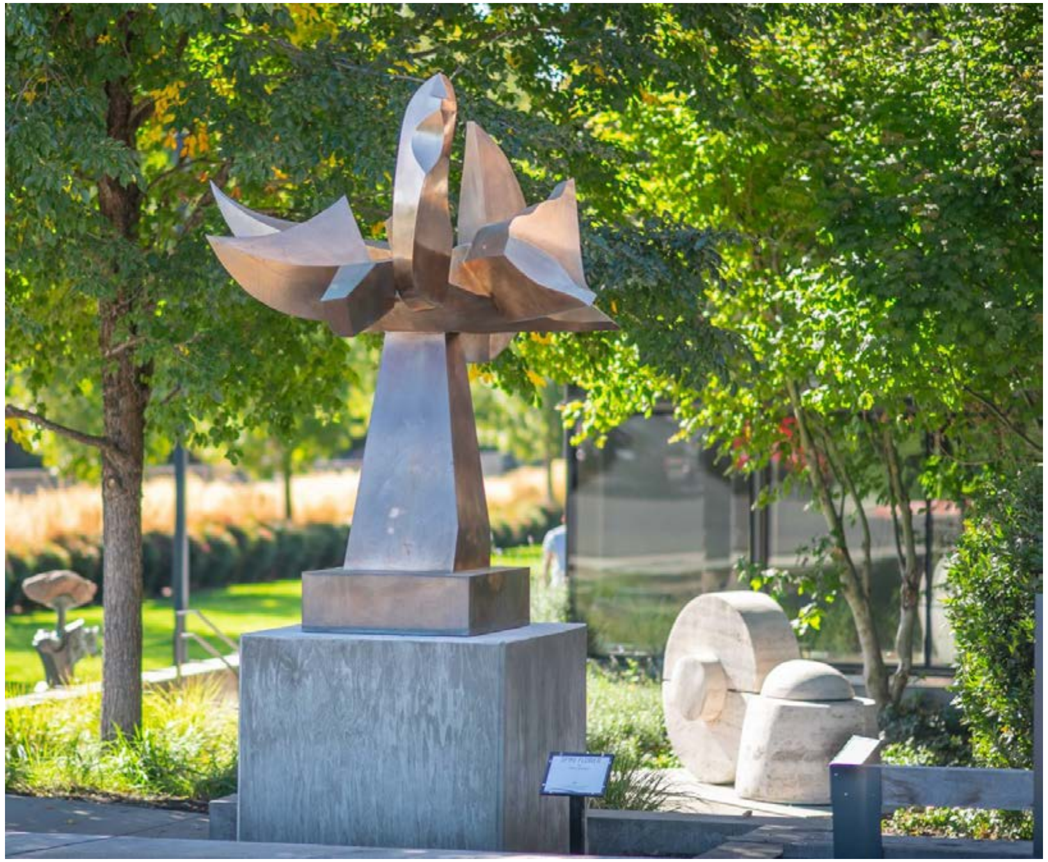
Service Package Recommendation: Culture, Art & Heritage

Implement the City's Culture, Arts & Heritage Plan:

- Appoint a new Cultural Commission
- Full-time Cultural Services Manager
- Restore the Cultural Grant Program
- Create a Public Art Program



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Service Package Recommendation: Fire & Life Safety Prevention

Update Fire Sprinkler Ordinance

- Saves lives & reduce exposure to injury
- Lower physical risk to firefighters (*flames, heat, smoke, poisonous gas & toxins*)

Damage with fire sprinklers

Damage without fire sprinklers

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Service Package Recommendation: Fire & Life Safety Prevention

Update Fire Sprinkler Ordinance

- Control a home fire 90% time with 1 head
- Comprehensive protection/low maintenance
- Long Term Solution
- Insurance incentives
- Cost effective
- Qualifies home for a tax rebate
- 24/7 protection within 1 minute
- Protection of the city’s economic vitality

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Service Package Recommendation: Fire & Life Safety Prevention

Fire Prevention Ordinance

- Fire and life safety risk reduction
- Change risky behaviors
- Personal accountability
- Amplified community awareness on preventable fires
- Increase safety for our firefighters
- Support a safe and prepared community
- Protection of the city’s economic vitality
- Increased emergency service readiness

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Service Package Recommendation: Fire Rescues

Outcomes:

- Fire rescues respond to medical emergencies providing the ability to keep engines and trucks available.
- Provides resources to positively impact our highest call volume response areas.

Service Package Recommendation: Recreation Services

- Parks maintenance funding
- Expand the Summer Playground Program
- Reduce financial barriers to recreation programs
- Increase the number of special events, volunteer opportunities and marketing programs for community and recreation events
- Increase outreach to the community by offering outreach and liaison work in multiple languages

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Service Package Recommendation: Operating Programs

Outcomes:

- Economic investment in subareas/district
- Increased homeless services
- Increased pedestrian safety
- Protect lives and reduce property loss from fire
- Reduced overall EMS system response times
- Increased engagement with diverse communities
- A culture, arts & heritage program
- A dedicated funding source for programs to address downtown needs

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Questions and Discussion

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April 22, 2019
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Item #1.

Staff Report 054-19

TO: Mayor and City Council

FROM: Eric Holmes, City Manager

DATE: 4/22/2019

SUBJECT First Place Park Contract Award

Key Points

- Solicited for bids on February 19, 2019. Bids were opened on March 12, 2019. We received seven bids.
- The construction contract is under $500,000, so no apprenticeship goal is required.

Strategic Plan Alignment

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

Objective 4.1: Increase maintenance levels and accessibility to parks.

Present Situation

A Request for Bids (ITB 19-06) was issued on February 19, 2019. Bids were publicly opened on March 12, 2019. The City received seven bids, as listed below:

VENDOR	*AMOUNT*
Advanced Excavation Specialists, LLC, Longview, WA.	$452,669.19
C&R Tractor and Landscaping, Kelso, WA	$460,431.53
3 Kings Environmental, Battle Ground, WA	$485,739.31
Thompson Bros, Excavation Inc., Vancouver, WA	$505,324.22
Clark and Sons Excavating, Battle Ground, WA	$524,019.31
MJ Hughes, Vancouver, WA	$526,871.70
Lee Contracting LLC, Battle Ground, WA	$755,859.11
ENGINEER'S ESTIMATE	$372,475.95

Staff is requesting that City Council award the contract to Advanced Excavation Specialists, LLC of Longview, Washington as the lowest responsive and responsible bidder on the project.

Advantage(s)

1. This will update a park originally constructed in the 1970's that is in disrepair.
2. The park will meet current ADA requirements and safety standards.

Disadvantage(s)

None.

Budget Impact

The First Place Park project is fully funded through Park Impact Fees from PIF District 3 and current appropriations will be updated accordingly in the next supplemental budget process.

Action Requested

Authorize the City Manager, or his designee, to execute a contract and approve any required amendments for construction of First Place Neighborhood Park for the bid amount of $452,669.19 including Washington State sales tax. Award the project to the lowest responsive and responsible bidder, Advanced Excavation Specialists, LLC of Longview, Washington.

Terry Snyder, Park Developer, 487-8317; Julie Hannon, Parks and Recreation Director, 487-8309

ATTACHMENTS:

- Park Place Contract
- Site Plan

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CONTRACT # ______________

ITB #19-06: FIRST PLACE NEIGHBORHOOD PARK IMPROVEMENTS

THIS CONTRACT effective this _____ day of __________, 2019 is entered into by and between Advanced Excavating Specialists, LLC, 1010 Columbia Blvd, Longview, WA 98632, hereinafter referred to as the Contractor, and the City of Vancouver, a municipal corporation of the State of Washington, hereinafter referred to as the Owner.

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

This Contract provides for the following improvements to the existing 3 (three) acre First Place Neighborhood Park: Removal of existing play structure, picnic tables, concrete and asphalt surfaces; Excavation and grading; Installation of new asphalt and concrete surfaces, concrete curbs, play equipment, benches, picnic tables, trash receptacles, bike racks, wood fiber safety surfacing and fencing; Electrical service; Installation of new trees, shrubs, and seeded lawns complete with irrigation all in accordance with these Plans, Standard Specifications, Special Provisions and Contract.

The following products will be furnished by the City of Vancouver for the contractor to install: Gametime play equipment and entry sign graphic panel.

All work under the Contract shall be physically complete on or before September 1, 2019.

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

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

3. **Subcontractor Responsibility**: The Contractor shall include the language of this section in each of its first tier subcontracts, and shall require each of its subcontractors to include the same language of this section in each of their subcontracts, adjusting only as necessary the terms used for the contracting parties. The requirements of this section apply to all subcontractors regardless of tier.

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

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

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

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

________$452,669.19____

___Four Hundred Fifty Two Thousand Six Hundred Sixty Nine Dollars 19/100_______

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

5. **Contractor's Insurance**: The Contractor agrees to procure insurance coverage as required by Section 1-07.18 of the Special Provisions.

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

7. **Employment of Labor**: The Contractor agrees that all persons employed by Contractor and by any of its subcontractors and any of their lower tier contractors in work performed pursuant to this Contract shall not be employed in excess of eight (8) hours in any one day, except as provided or allowed by law.

8. **Payment of Labor**: The Contractor agrees that all laborers, workers, or mechanics employed by it or by any subcontractor in the performance of this Contract will be paid not less than the prevailing rate of wage for an hours work, in accordance with the provisions of the Chapter 39.12 RCW, and all rules and regulations promulgated pursuant thereto. The State of Washington prevailing wage rates applicable for this public works project, which is located in Clark County, may be found at the following website address of the Department of Labor and Industries: https://fortress.wa.gov/lni/wagelookup/prvWagelookup.aspx. Based on the Bid submittal deadline for this project, the applicable effective date for prevailing wages for this project is **March 12, 2019.**

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

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

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

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

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

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

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

10. **Indemnity**: Contractor agrees to indemnify, defend, save and hold harmless the Owner, its officials, employees and agents from any and all liability, demands, claims, causes of action, suits or judgments, including costs, attorney fees and expenses incurred in connection therewith, or whatsoever kind or nature, arising out of, or in connection with, or incident to, the performance of services by Contractor pursuant to this Contract.

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

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

11. **Ownership of Records and Documents – Public Disclosure:** All materials, writings and products produced by the Contractor in the course of performing this Contract shall immediately become the property of the Owner. In consideration of the compensation provided for by this Contract, the Contractor hereby further assigns all copyright interests in such materials, writings and products to the Owner. A copy may be retained by the Contractor. In the event the Owner receives a public record request for such materials, writings of products the Owner may, in its discretion, notify the Contractor of such request and withholds disclosure of such information for not less than five (5) business days to permit the Contractor to seek judicial protection of such information, provided that the Contractor shall be responsible for attorney fees and costs in such action and shall save and hold harmless the Owner from any costs, attorney feels, or penalty assessment under Chapter 42.56 RCW.

12. **Amendments:** All changes to this Contract, including changes to the statement of work and compensation, must be made by written amendment and signed by all parties to this Contract.

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

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

15. **Termination for Convenience:** The Owner, 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 Owner.

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

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

17. **Opportunity to Cure:** The Owner 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 Owner and the deadline to accomplish the remedies. If the Contractor fails to remedy to the Owner's satisfaction the breach or default of any of the terms, covenants, or conditions of this Contract within the time stated time, the Owner 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 Owner from also pursuing all available remedies against the Contractor and it's sureties for said breach or default, including but not limited to termination of this Contract for convenience.

18. **Contract Documents & Order of Precedence:** The complete Contract includes these parts and any inconsistency in the parts of the contract shall be resolved by following this order of precedence (e.g., 1 presiding over 2, 2 over 3, 3 over 4, and so forth):

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

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

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

Contractor:
Advanced Excavating Specialists, LLC
1010 Columbia Blvd.
Longview, WA 98632

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

CITY OF VANCOUVER
A municipal corporation

____
Eric Holmes, City Manager

____
DATE

Attest:

____
Natasha Ramras, City Clerk

Approved as to form:

____
E. Bronson Potter, City Attorney

CONTRACTOR:

____
Signature:

____
By: Printed Name / Title

LABOR AND MATERIALS PAYMENT BOND

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

KNOW ALL MEN BY THESE PRESENTS:

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

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

ITB #19-06: FIRST PLACE NEIGHBORHOOD PARK IMPROVEMENTS

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

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

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

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

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

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

IN WITNESS WHEREOF, we have hereunto set our hands and seals this _______ day of ________________________, 20___.

______________________________	______________________________
SURETY	CONTRACTOR
By:____________________________	By*:___________________________
Title:__________________________	Title:_________________________
______________________________	______________________________
Street Address	Street Address
______________________________	______________________________
City, State ZIP	City, State ZIP
______________________________	______________________________
Phone Number	Phone Number

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

PERFORMANCE BOND

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

KNOW BY ALL MEN BY THESE PRESENTS:

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

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

ITB #19-06: FIRST PLACE NEIGHBORHOOD PARK IMPROVEMENTS

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

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

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

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

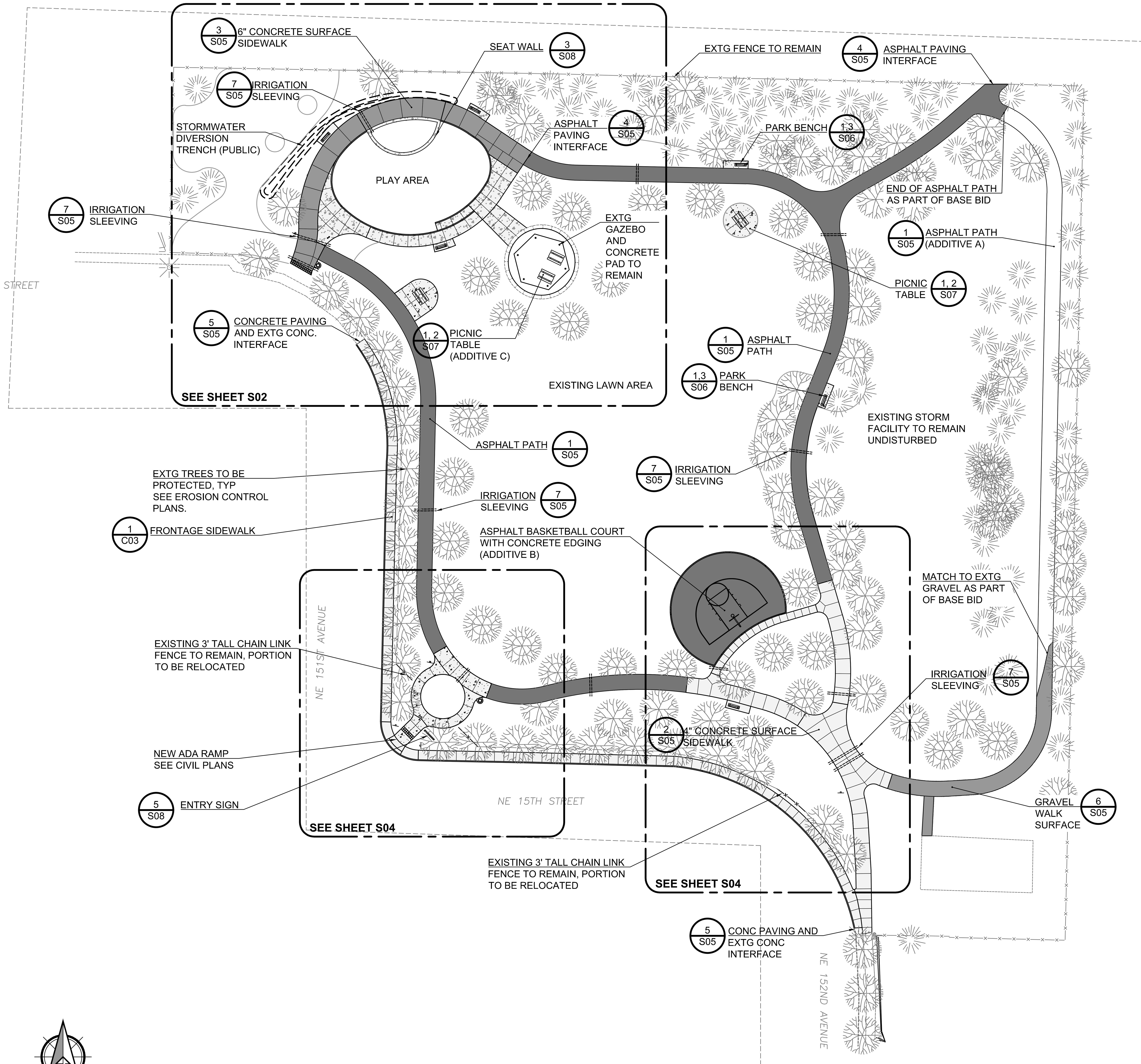
No right of action shall accrue on this bond to or for the use of any person or corporation other than CITY OF VANCOUVER or its heirs, executors, administrators, successors or assigns.

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

IN WITNESS WHEREOF, we have hereunto set our hands and seals this _______ day of _______________, 20___.

___________________________________	______________________________
SURETY	CONTRACTOR
By:________________________________	By*:___________________________
Title:______________________________	Title:__________________________
___________________________________	______________________________
Street Address	Street Address
___________________________________	______________________________
City State ZIP	City State ZIP
_____________________________	______________________________
Phone Number	Phone Number

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



PATH SURFACING LEGEND	
	CONCRETE PAVING, 6" DEPTH SEE SITE DETAILS
	CONCRETE PAVING, 4" DEPTH SEE SITE DETAILS
	ASPHALT, SEE SITE DETAILS

Scale 1" = 10'

0 5 10 20

STATE OF WASHINGTON
ROBERT W. PHIPPS
2-5-2019
EXP 02/07/2019 NO. 161
LANDSCAPE ARCHITECT

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CITY OF Vancouver WASHINGTON
Parks & Recreation

FIRST PLACE PARK IMPROVEMENTS

OWNER:
CITY OF VANCOUVER
Vancouver, Washington

APPLICANT:
Vancouver-Clark Parks & Recreation Department
Contact: Terry Snyder 360-487-8317

PBS Engineering and Environmental Inc.
415 W 6th Street, Suite 601
Vancouver, WA 98660
360.695.3488

pbsusa.com

SHEET TITLE
Site Plan

DATE December 2018
SCALE 1"=30'
JOB # 71179.000
DWG BY: RWP
CKD BY: RWP

REVISIONS

SHEET NO.
S01

Item #2.

Staff Report 055-19

TO: Mayor and City Council

FROM: Eric Holmes, City Manager

DATE: 4/22/2019

SUBJECT Affordable Housing Funds Housing Assistance Contract

Key Points

- The City of Vancouver has $1.25 million in 2018 Affordable Housing Funds available for homelessness prevention rental assistance and services.
- The Council for the Homeless/Share Consortium was awarded 2017 Affordable Housing Funds for rental assistance and services. The Consortium is on track to meet or exceed the contract goal of helping 240 very low-income households obtain housing or avoid eviction.
- Awarding 2018 Affordable Housing Funds to the Consortium builds on the momentum of the existing program and will result in an estimated 260 households served over 13 months.

Strategic Plan Alignment

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

Present Situation

In April 2018, City Council awarded $1.21 million in Affordable Housing Funds to the Council for the Homeless/Share Consortium. The purpose of this funding was to provide housing assistance and services to households earning 50% of area median income or below. This award was the result of a Request for Proposals process through which the City provided funding for two of seven proposed programs.

The current Consortium contract expires on April 30, 2019. The Consortium is on track to meet or exceed the contract objectives and, in order to streamline the process and build on the momentum they have created, the City intends to award additional funding to the Consortium using 2018 Affordable Housing Funds. The contract includes $1.25 million for the dates of May 1, 2019 through May 31, 2020.

The Consortium consists of six member agencies: Council for the Homeless, Share, Janus Youth, Impact NW, Clark County Volunteer Lawyers Program, and Clark College. The first four agencies provide assistance ranging from one-time move-in costs to 12 months of housing subsidy with self-sufficiency services. Clark County Volunteer Lawyers Program and Clark College assist with outreach and clients' legal barriers to housing. Share also serves as the Consortium's fiscal agent. The Consortium will serve an estimated 260 households under the 2018 Affordable Housing Fund contract, an increase from 240 households under the 2017 contract.

Advantage(s)

- Provide rental assistance and services to help an estimated 260 households obtain housing or avoid eviction.
- Build on the Consortium's success to date. Under the current contract, the Consortium is expected to serve at least 240 households over twelve months.
- Continue to target assistance to Vancouver's very low-income residents. Based on outcomes to date, more than half of the participants served by the Consortium have been at or below 20% of area median income at the time of intake.

Disadvantage(s)

None.

Budget Impact

2018 Affordable Housing Funds have been appropriated; no budget impact.

Prior Council Review

- February 26, 2018, workshop, reviewed recommended funding for homelessness prevention rental assistance programs
- April 2, 2018, consent agenda, approval of 2017 Affordable Housing Contract for Council for the Homeless/Share Consortium
- March 11, 2019, briefing memo, provided overview of Consortium program and 2017 contract outcomes to date

Action Requested

Authorize the City Manager or his designee to sign the $1.25 million Affordable Housing Fund contract for the Council for the Homeless/Share Consortium for the purpose of providing rental assistance and other services to very low-income households in Vancouver.

Peggy Sheehan, Community Development Manager, 487-7952

ATTACHMENTS:

- 2018 AHF Agreement - CFTH Consortium Rental Assistance

AGREEMENT

BETWEEN

CITY OF VANCOUVER
Affordable Housing Fund
PO Box 1995 • Vancouver • Washington •98668-1995
(360) 487-7952 • www.cityofvancouver.us/cdbg

AND

COUNCIL FOR THE HOMELESS 2500 Main Street
and SHARE 2306 NE Andresen Rd
Vancouver • Washington

Program/Services Funded:	COUNCIL FOR THE HOMELESS and SHARE / Consortium Rental Assistance
Funding Source:	Vancouver Affordable Housing Fund
Agreement Period:	May 1, 2019 – May 31, 2020
Agreement Number:	PRJ100322-2018AHF-CFTH & Share
Agreement Amount:	$1,250,000
Agency Contact:	Kate Budd • (360) 993-9561 • kbudd@councilforthehomeless.org Diane McWithey • (360) 448-2121 • execdir@sharevancouver.org
City Contact:	Peggy Sheehan • (360)487-7952 • peggy.sheehan@cityofvancouver.us

This agreement consists of the following:

- Signature page
- Statement of Work
- Eligibility and Program Requirements
- Budget
- Timeline
- Authorization Signature Card
- General Terms and Conditions
- Exhibit A: Request for Reimbursement Form

IN WITNESS WHEREOF, the parties agree to the terms and conditions of this Agreement and have caused this Agreement to be executed by their respective officers and agents thereunto duly authorized by signing below:

CITY OF VANCOUVER:

Eric Holmes, City Manager

Date:

ATTEST:

Natasha Ramras, City Clerk or
Carrie Lewellen, Deputy City Clerk

APPROVED AS TO FORM:

Bronson Potter, City Attorney

COUNCIL FOR THE HOMELESS:

Kate Budd, Executive Director

Date:

SHARE:

Diane McWithey, Executive Director

PROGRAM MANAGER:

Peggy Sheehan, City of Vancouver

STATEMENT OF WORK

PROJECT SUMMARY

COUNCIL FOR THE HOMELESS (ADMINISTRATIVE AGENCY) and SHARE (FISCAL AGENCY) , unless specified to the contrary, are collectively referred to as (AGENCY), and are operating as subrecipients for the City of Vancouver (CITY) to complete a project using Affordable Housing Funds. As such, AGENCY must comply with the terms and conditions in this Agreement.

The intent of this Agreement is to provide an Affordable Housing Fund grant of $1,250,000 to the AGENCY for the Consortium Rental Assistance project. The Consortium consists of Council for the Homeless, Share, , Janus Youth, Impact NW, Clark County Volunteer Lawyers Program and Clark College. The funding will expand on the existing programs of these agencies and will assist an estimated 260 households located in Vancouver city limits and earning up to 50% of area median income according to income limits defined by the U.S. Department of Housing and Urban Development (HUD). Assistance will range from one-time move-in costs to ongoing housing subsidy and housing stability services

Allowable project costs are limited to eligible participants and include rental and utility assistance (up to 12 months), security deposits, application fees, housing stabilization services and personnel, and administrative and overhead costs to perform the services of the program. However, the Clark County Volunteer Lawyers Program and Clark College will provide public outreach/referrals instead of housing assistance. Additionally, the Clark County Volunteer Lawyers Programwill provide services to reduce barriers to housing.

ADMINISTRATIVE AGENCY REQUIREMENTS

The ADMINISTRATIVE AGENCY will serve as the public access point for program assistance and is responsible for collection and coordination of client information using the Clark County Homeless Management Information System (HMIS). ADMINISTRATIVE AGENCY will develop internal policies and procedures, manage referrals to consortium members, develop sub-contracts with consortium members, and track program progress and outcomes. All members will receive funding as sub-contractors through the ADMINSTRATIVE AGENCY.

FISCAL AGENCY REQUIREMENTS

The FISCAL AGENCY is responsible for collecting invoices for program reimbursement from all consortium members, including the ADMINISTRATIVE AGENCY. These requests must be supported by a detailed accounting report and supporting documentation. Once obtained, the FISCAL AGENCY must reimburse consortium agencies within 15 business days.

MANDATORY TRAINING

All consortium members will attend an April 2019 cost allocation training hosted by the CITY. Following the training, each member must submit a cost allocation plan to the CITY for approval. Only those administrative and overhead costs included in a CITY-approved plan shall be eligible for reimbursement.

PROJECT BUDGET

1. The CITY will provide the AGENCY with funds in an amount not to exceed $1,250,000 for purposes of completing the project described herein. The use of these funds shall be expressly limited to the activities described in this Agreement.
2. Any reduction in the total budget authority will be done after consultation with the AGENCY and will require a modification of this Agreement.

3. Any funds unspent at the end of the Agreement period will be retained by the CITY for allocation to another Affordable Housing Fund project. Funds cannot be converted into other monetary goods, such as prepaid gift cards or petty cash, in order to avoid the expiration of the Agreement's period of availability.
4. Only those administrative and overhead costs included in a CITY-approved cost allocation plan shall be eligible for reimbursement.

BUDGET

	2019-2020 Affordable Housing Fund
Screening and Eligibility Personnel	$47,600
Supportive Services Personnel	$307,360
Rent Assistance, Utilities, Security Deposits, Application Fees	$751,540
Other Client Assistance	$6,000
Administration and Overhead	$137,500
PROJECT TOTALS	$1,250,000

PAYMENT PROVISIONS

CITY payments to the AGENCY will be made on a cost reimbursement basis. In most cases, the CITY will make payment to AGENCY *as soon as practicable* but not more than thirty (30) days after the AGENCY submits a Request for Reimbursement, unless other payment arrangements are pre-arranged by the CITY and AGENCY in writing. Requests for Reimbursement must include the following:

a) A summary of expenses incurred in support of all costs, and accompanied by accounting detail.
   - For direct costs, detail will include: vendor names, employee names, dates of service and amount;
   - For services that are also funded by a third party, the AGENCY shall provide a detailed cost itemization by cost center and funding source. Detail shall identify which service or work was funded by the CITY and which by other parties.

b) Support for expenditures. Refer to Program Requirements for required supporting documentation.

c) Signature of authorized personnel, documenting both approval and attestation that expenses are allowable and valid.
   - The AGENCY shall designate one or more representatives who will be legally authorized to sign required forms, including the Request for Reimbursement. The names and titles of authorized signatories will be specified on the Authorization Signature Card.

REPORTING

Beneficiary reporting shall be submitted monthly to the City of Vancouver Community and Economic Development Department, Attention: Peggy Sheehan, using the Excel reporting form provided by the CITY or an alternate CITY-approved form generated through HMIS that includes comparable reporting elements.

TERM OF AGREEMENT

This Agreement is in effect for the period from May 1, 2019 through May 31, 2020 unless terminated per the **TERMINATION** section of the General Terms and Conditions. The AGENCY has two months after end date to submit the final reimbursement request to the CITY.

TIMELINE

ACTIVITIES	May 19	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Jan 20	Feb	Mar	Apr	May
Outreach and Referrals	x	x	x	x	x	x	x	x	x	x	x	x	x
Rental Assistance and Services	x	x	x	x	x	x	x	x	x	x	x	x	x

PUBLIC NOTIFICATION

The CITY will provide information about the project, including contract amount and number of households served, to the public through the City of Vancouver website.

DOCUMENTS INCORPORATED BY REFERENCE

Each of the documents listed below are by this reference incorporated into this Agreement as though fully set forth herein, including any amendments, modifications or supplements thereto:

1. AGENCY's application for Affordable Housing Funds.
2. Current version of Affordable Housing Fund income limits (HUD-defined income limit for households at 50% of area median income).

NOTICE TO PROCEED

Upon execution of this agreement, the CITY will furnish the AGENCY with a written notice to proceed. No work on the project shall occur prior to the Notice to Proceed without prior written approval from the CITY.

SUBCONTRACTS

The AGENCY must obtain written CITY approval for all subcontracts under this Agreement.

PROJECT COMPLETION

Project completion means that:

1. The project complies with the requirements of this Agreement;
2. AGENCY has been reimbursed for all costs.

PROGRAM REQUIREMENTS

HOUSEHOLD QUALIFICATION/ELIGIBILITY

1. Very Low Income Limit: Eligible households must earn no more than 50% of the area median income ("AMI"). Income limits are provided annually by the Department of Housing and Urban Development ("HUD") and adjusted for household size. Current HUD income limits are available at www.cityofvancouver.us/affordablehousingfund.
2. Income Determination: The income of each household must be determined initially before services are provided and every 90 days. AGENCY is responsible for determining and documenting income eligibility in accordance with the following:
   a. Tenants must disclose all household income sources.
   b. AGENCY must retain adequate documentation to support the income amounts disclosed.
   c. AGENCY must review available state records of other public financial assistance provided to the household.
3. Ineligible Households: If an *applicant or current participant* is determined to be over the income limit, further assistance cannot be provided by the Affordable Housing Fund. Additionally, homeowners are not eligible participants.
4. Fraudulent Income: If the AGENCY determines an applicant, current tenant or employee deliberately misrepresented income to enable participation in the program, further assistance cannot be provided by the Affordable Housing Fund. The AGENCY must contact the CITY to determine if additional action is necessary.

RENTAL UNIT QUALIFICATION

1. Location: Units assisted with Affordable Housing funds must be located within Vancouver city limits. AGENCY is responsible for verifying the jurisdiction of each address using Clark County MapsOnline at http://gis.clark.wa.gov/mapsonline/.
2. Maximum Rent (Including Utilities):
   a. For households without housing, the rent limit is 100% of HUD Fair Market Rent (FMR), based on the appropriate unit size for their household composition.
   b. For households that are currently housed, the rent limit is 110% of HUD FMR, based on the appropriate unit size for their household composition.
   c. To support rent that exceeds the limit, the AGENCY must obtain written City approval, on a case-by-case basis.
   d. CITY reserves the right to change the rent limits annually to correspond with the HUD issued limits. The information is available at www.cityofvancouver.us/affordablehousingfund.
   e. Utilities are limited to water, sewer, trash, electric and gas. Any utility allowance must be calculated using the Vancouver Housing Authority's utility allowance guidelines located at http://vhausa.org/landlords/utility-allowances.

ALLOWABLE COSTS

Allowable project costs are limited to the following costs for eligible participants:

- Up to 12 months of rental and utility assistance within qualified limits.

  - Payments: AGENCY will make Affordable Housing Fund rent assistance payments directly to the property owner/landlord. At no time shall Affordable Housing Funds be paid directly to the tenant.
  - Tenant Portion of Rent: AGENCY will develop a procedure to determine the amount of income households must pay toward rent. Procedure must be presented to CITY staff for review.
  - Prohibition of Double-Subsidy: Tenants may not receive Affordable Housing Funds alongside another rental subsidy (such as Section 8) for the same unit in the same month.
  - Rental Arrears: Affordable Housing Funds may be used for up to three months of arrears.
- Move-in costs
  - Security and rental deposits, including first/last month's rent: Payments shall be made directly to the property owner/landlord.
  - Other Move-In Fees: Affordable Housing Funds may be used to pay for application fees. Payments shall be made directly to the property owner/landlord. Other move-in fees or deposits (e.g. pets, parking) will not be covered.
- Other client assistance - housing stabilization services
  - These costs are intended to provide employment assistance to enable the participant to keep their position and thereby provide housing stability. These may include the purchase of trade equipment, uniforms, public transportation, daycare, etc.
- Personnel, administrative and overhead costs to perform the services of the program
  - Net direct and indirect administrative and overhead expenditures, cannot exceed 11% of the award.

UNALLOWABLE COSTS

The following costs are specifically unallowed:

- Depreciation expense
- Equipment and property replacement recovery
- Employee and volunteer recognition
- The same type of costs disallowed under 2 CFR 200 Subpart E
- Any costs for which funding has already been provided by other sources.
- Administrative and overhead costs that exceed 11% of the award.

DIRECT VS. INDIRECT COST DEFINITION

Direct costs are the result of activity performed specifically for the program. They are not based on the nature of goods and services. These costs can be assigned to the program through identification of the actual cost, or through an allocation that represents the program's fair share of the actual cost.

For example, an employee splits their time between two programs, A and B, 30% and 70% respectively.

1) The employee attends a training *specifically* about how to manage program A. That cost is entirely associated with program A, and 100% of the cost should be charged to program A.

2) The employee attends a training that relates to their position and the job they perform for both program A and B. They should split both the cost of their time (wages and benefits) and registration between the two programs per a reasonable base. For example, a percentage of actual hours worked on each program.

Indirect costs are those that indirectly benefit multiple or all activities of the entity. These are costs that are not readily assignable to any program. It may, but does not always, include the cost of administrative support and overhead.

ADMINISTRATIVE VS. OVERHEAD COST DEFINITION

Administrative costs include support from accounting, human resources, and IT, etc. These support costs usually do not directly relate to any specific program and are usually applied as indirect costs. However, some admin costs may be applied as direct costs.

For example, an accountant performs general accounting services that benefit the entire AGENCY, except eight hours each month they prepare the Affordable Housing reimbursement claim. The eight hours actually spent on the program (and supported by a timecard or equivalent document) should be charged directly to the program and the rest of their time, spent on general accounting duties, allocated indirectly throughout the AGENCY.

Overhead costs include utilities, space rental, phone plans, equipment maintenance, supplies, and other services. These support costs usually do not directly relate to any specific program.

COST ALLOCATION

All allocated costs must be supported by a CITY-approved cost allocation plan. The allocation of both direct and indirect costs to the Affordable Housing program should be based on the fair share of the actual benefit received, and:

- The allocation should use reasonable bases.
- The allocation cannot be based on programs' ability to pay.
- The allocation cannot be based on budgeted activity. Instead the base must reflect actual activity.
- Costs must be applied across all benefiting programs.

REQUIRED SUPPORTING DOCUMENTATION

All allowable costs must be supported by appropriate documentation. The following forms of documentation are required:

- Timecards or equivalent to support direct payroll and benefit charges applied to the program.
- Detailed receipts and invoices that document all items included. Those that only show subtotals or totals are not adequate. Additionally, money order receipts must be accompanied by a photocopy of the money order.
- For receipts, invoices or timecards that are not being charged in whole to the Affordable Housing Fund, additional detail (such as a line item breakdown of costs or additional notations on receipts) shall be provided to identify the charges included in the Request for Reimbursement.
- An approved cost allocation plan for direct and indirect allocations.

COORDINATION

1. HMIS: AGENCY shall enter accurate client-level data and program entry/exit into the Clark County Homeless Management Information System (HMIS) when new clients are assisted, and provide ongoing updates to the system information so it is kept current regarding each client. Exceptions to HMIS entry are made for those covered under the Violence against Women Act (VAWA) and those refusing to sign the Clark County HMIS Release of Information. If a household does not opt into HMIS, a paper file must be kept and anonymous information provided to the Council for the Homeless and the CITY, as requested.
2. Coordinated Entry: Agencies are required to work with The Housing Solutions Center (HSC) coordinated entry and assessment program as the entry point to the program. Detailed program eligibility must be provided to the Council for the Homeless prior to requesting new households.
3. Point in time Count: The AGENCY must engage in the Coalition of Service Providers and the annual Point in Time Count.

INSPECTIONS

1. The City of Vancouver is committed to performing a City of Vancouver Housing Quality Inspection on each unit assisted with Affordable Housing Funds.
2. HQS inspections must be conducted prior to a household signing a lease to move into a new unit.
3. If the household is residing and will continue to reside, in a current unit, an HQS inspection must be conducted ASAP, but no less than prior to the second month's rent and/or ending assistance.
4. AGENCY will contact the City of Vancouver at 360-487-7967 to schedule an inspection. In some cases, CITY may grant AGENCY approval to perform this task.

GENERAL TERMS AND CONDITIONS

1. Fair Housing

Projects funded with the Affordable Housing Fund are subject to federal fair housing regulations. Title VIII of the Civil Rights Act of 1968 (Fair Housing Act), as amended, prohibits discrimination in the sale, rental, and financing of dwellings, and in other housing-related transactions, based on race, color, national origin, religion, sex, familial status (including children under the age of 18 living with parents or legal custodians, pregnant women, and people securing custody of children under the age of 18), and disability.

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; AGENCY's submitted proposal to project request, and project request.

3. Relation of Parties.

The AGENCY, its subcontractors, agents and employees are independent AGENCYs performing professional services for CITY and are not employees of CITY. The AGENCY, 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 AGENCY, 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.

AGENCY 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. AGENCY shall ensure all AGENCY employees and any sub-AGENCY(s) assigned to perform work under this Agreement are eligible to work in the United States. AGENCY shall provide verification of compliance upon City request. Failure by AGENCY to comply with this subsection shall be considered a material breach.

5. Delays and Extensions of Time.

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

6. Compensation and Schedule of Payments.

CITY shall pay the AGENCY no more than the contract amount 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 AGENCY 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 AGENCY 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 AGENCY 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.

7. Ownership of Records and Documents.

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

8. 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, AGENCY will only be paid for the hours completed at the time of termination of the Agreement.

9. Evaluation and Compliance with the Law.

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

10. City Business and Occupation License.

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

11. Liability and Hold Harmless.

AGENCY 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 AGENCY or subcontractors or agent even if AGENCY 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 AGENCY, such cost, fees and expenses shall be shared between the CITY and the AGENCY in proportion to their relative degrees of negligence. AGENCY specifically acknowledges the provisions contained herein have been mutually negotiated by the parties and it is the intent of the parties that AGENCY provide the broadest scope of indemnity permitted by RCW 4.24.115. AGENCY is an independent AGENCY and responsible for the safety of its employees.

12. Insurance.

AGENCY 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 AGENCY, subcontractors or anyone directly or indirectly employed by either the AGENCY or subcontractor. Insurance is to be placed with insurers with a current A.M. Best rating of no less than A:VII (or equivalent).

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. Contractor may satisfy required limits in this section by way of an umbrella policy.

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 statues having jurisdiction of Contractor's employees engaged in the performance of the work or services; and, Employer's Liability insurance of not less than one million dollars ($1,000,000) for each accident, five hundred thousand dollars ($500,000) for each disease for each employee, and one million dollars ($1,000,000) for each disease policy limit.

e. Professional Liability. The Contractor shall obtain and keep in force during the entire term of this Agreement, professional liability insurance (errors and omissions) against any and all claims for damages to person or property which may arise out of the performance of this Contract whether such work shall be by the Contractor, subcontractor or anyone directly or indirectly employed by either the Contractor or a subcontractor. The amount of coverage provided by such insurance shall be not less than five hundred thousand dollars ($500,000) combined single limit.

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

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

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

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

13. 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:	AGENCY:	
Peggy Sheehan City of Vancouver 415 W 6th Street PO Box 1995 Vancouver WA 98668-1995	Kate Budd Council for the Homeless 2500 Main Street Vancouver, WA 98660	Diane McWithey Share 2306 NE Andreson Rd Vancouver, WA 98661

14. 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.

15. Scope of Agreement.

This Agreement incorporates all the agreements, covenants and understanding between the parties hereto and 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.

16. Ratification.

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

17. 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 AGENCY 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.

18. 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 AGENCY 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.

19. 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 Sub recipient 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 Sub recipient, 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 Sub recipient 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

AUTHORIZATION SIGNATURE CARD

Organization Name Share

Address 2306 NE Andresen Rd

City, State, Zip Vancouver, WA 98661

Telephone Number ( ) ____________ Fax ( ) ____________

SIGNATURE OF INDIVIDUALS AUTHORIZED TO SIGN FINANCIAL DOCUMENTS:

An authorized signature is required on financial documents. It is suggested that two or more persons be authorized so that one could sign in the absence of the other(s).

NAME	SIGNATURE

I certify that the signatures above are of the individuals authorized to execute financial documents for COUNCIL FOR THE HOMELESS.

______________________ ______________________

Date Signature of Authorized Official

____

Title of Authorized Official

**Note: The authorized official may not approve their own signature above*

EXHIBIT A
City of Vancouver Affordable Housing Fund
REQUEST FOR REIMBURSEMENT

Date:	______	**Period Covered:**	______
Project Title:	CFTH/Share - Consortium Rental Assistance	**Contact Person:**	______
Invoice #:	______	**Telephone:**	______
AHF Project #:	PRJ100322-AHF2018-CFTH & Share	**Other Funding:**	______

Activity	AHF Budget	Expended This Period	Expended To Date	Balance
Screening and Eligibility Personnel	$47,600			
Supportive Services Personnel	$307,360			
Rent Assistance, Utilities, Security Deposits, Application Fees	$751,540			
Other Client Assistance	$6,000			
Administration and Overhead	$137,500			
TOTAL:	$1,250,000			

Reimbursement Amount Request $__________

☐ Check box when this is a final request.

CERTIFICATION: I CERTIFY THTAT TO THE BEST OF MY KNOWLEDGE AND BELIEF, THIS REPORT IS CORRECT AND COMPLETE, AND THAT ALL EXPENDITURES ARE FOR THE PURPOSE SET FORTH IN THE GRANT AWARD DOCUMENTS. SUPPORTING DOCUMENTATION IS ATTACHED.

AUTHORIZATION:

______ ______ ______

Authorized Signature for Project | Title | Date

AHF Program Only

AHF Project No: PRJ100322-AHF2018-CFTH & Share

Initials Drawn By: ______

Date Funds Drawn: ______

______ ______

Reviewed and Approved | Date

Initials Approved By: ______

Item #3.

Staff Report 056-19

TO: Mayor and City Council

FROM: Eric Holmes, City Manager

DATE: 4/22/2019

SUBJECT Interlocal Agreement with Clark College for Student and Employee Bike Lockers

Key Points

- Clark College ("the College") and the City of Vancouver ("the City") wish to encourage students and College employees to commute by bicycle and support bicycle commuters by providing secure bike lockers for use on the College campus.
- The City wishes to locate three "quad" bicycle lockers on Clark College property, providing secure bicycle parking for twelve bikes, and will add the College to an existing service agreement with eLock Technologies, LLC, the bicycle locker manufacturer.
- The College will maintain lockers and coordinate directly with eLock for any necessary repairs or maintenance for a minimum of three years from the time of installation.
- The City will retain ownership of the lockers at all times and may retake possession of the lockers upon termination of the agreement by either party.
  The Washington State Attorney General's office reviewed the Interlocal Agreement approved November 26, 2018 and requested edits.
- The College and City staff would like to amend the Interlocal Agreement to remove the indemnification/hold harmless language in the Interlocal Agreement and add an Addendum to the Service Agreement between the City and eLock that would include the College as a signed party.

Strategic Plan Alignment

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

Present Situation

Clark College has heard from its students that secure bike parking is needed on campus and concern about bicycle theft is deterring some people from commuting to the college by bicycle. Supporting transportation by bicycle is an objective of the City's Complete Streets Policy, Comprehensive Plan 2011-2030, Strategic Plan, Central Park Subarea Plan, and the Commute Trip Reduction Work Plan. Providing secure bike parking facilities for use on the Clark College campus should help facilitate more people commuting by bike to campus.

The City approved an Interlocal Agreement in November 2018 providing that the College will accept City-owned bike lockers on Clark College property for student and employee use. The College and the City both anticipated that the Interlocal Agreement would be acceptable in the form passed by City Council in November 2018. However, subsequently, the Washington State Attorney General's officewhich reviews all of the College's contracts), identified changes that were needed from the State's perspective. These changes, relate to indemnification/hold harmless language and make the College a signatory party to the Service Agreement the City has with eLock. City Staff have reviewed the proposed changes and have found that the language does not result in a material increase in risk or cost to the City. City Staff recommends accepting the agreement as revised to reflect the Attorney General office's proposed changes.

Advantage(s)

1. Supports bicycle transportation by providing a secure place to lock one's bike once they get to their destination at Clark College.
2. Although ownership of the lockers remains with the City, Clark College will coordinate maintenance and repairs with the manufacturer, as needed.
3. The City will be able to relocate the lockers to City-owned property for use by City employees and/or the general public upon termination of the agreement with the College.
4. The amendment will make each party responsible for its own employee's actions and formalize the College's role in the Service Agreement.

Budget Impact

Budget is appropriated in fund 331, project 072459 Multimodal Safety and Accessibility Program.

Prior Council Review

The original Interlocal Agreement was approved on November 26, 2018.

Action Requested

Authorize the City Manager or his designee to sign an interlocal agreement with Clark College to allow for the use of City-owned bicycle lockers by Clark College students and employees on Clark College property.

Jennifer Campos, Principal Planner, 487-7727; Shannon Williams, Associate Planner, 487-7898

ATTACHMENTS:

- Interlocal Agreement
- Service Agreement Addendum

INTERLOCAL AGREEMENT
BETWEEN THE CITY OF VANCOUVER AND
CLARK COLLEGE

THIS IS AN INTERLOCAL AGREEMENT (this "Interlocal Agreement"), entered into under the authority of the Interlocal Cooperation Act, Chapter 39.34 RCW (the "Interlocal Cooperation Act"), between Clark College, a municipal corporation of the State of Washington (the "College") and the City of Vancouver, a municipal corporation and charter city of the first class of the State of Washington, (the "City").

WHEREAS, pursuant to the Interlocal Cooperation Act, any one or more public agencies may contract with any one or more other public agencies to perform any governmental service, activity, or undertaking which each public agency entering into the contract is authorized by law to perform; and

WHEREAS, the College's buildings and parking lots are located at 1933 Fort Vancouver Way, Vancouver, Washington 98663; and

WHEREAS, the College and the City wish to encourage students and College employees to commute by bicycle and support bicycle commuters by providing bike lockers located near the entrances to Gaiser Hall, Joan Stout Hall and on the North side of Beacock Music Hall; and

WHEREAS, supporting transportation by bicycle is an objective of the City's Complete Streets Policy, Comprehensive Plan 2011-2030, Central Park Subarea Plan, and the Commute Trip Reduction Work Plan; and

WHEREAS, the City of Vancouver wishes to purchase three "quad" bicycle lockers that will provide bicycle parking for twelve bikes from eLock Technologies, LLC ("eLock"), under an existing BikeLink Software License Agreement, BikeLink Service and Operations Agreement, BikeLink User Agreement, with eLock (collectively, the "Service Agreement"), to be installed on the College campus; and

WHEREAS, the City and the College have entered into an Addendum to the Service Agreement with eLock; and

WHEREAS, under the Service Agreement, eLock will install the lockers on the campus; and

WHEREAS, the lockers will include BikeLink software (owned by eLock), which will allow bicyclists to use the installed lockers by renting locker space by the hour; and

WHEREAS, under the Service Agreement, eLock has granted to the City a right to use the software and has agreed to provide certain locker maintenance and repair services; and

WHEREAS, the City wishes to authorize the College to utilize the City's rights to locker maintenance and repair under the Service Agreement in the event maintenance or repair is needed; and

NOW, THEREFORE, the College and the City agree as follows:

SECTION 1. Purpose. This Interlocal Agreement is entered into pursuant to the authority of RCW 39.34.080. The purpose is to set forth the Parties' agreement relating to the purchase, installation, and maintenance of certain bicycle lockers on the College's campus.

SECTION 2. The City's Responsibilities.

A. The City will purchase three quad eLocker's from eLock, which each contain four individual bicycle lockers (a total of twelve spaces), including the lockers and necessary components, software license, and service agreement for repair and maintenance (collectively, the "Lockers").

B. The City will pay for the delivery and installation of the Lockers on the college campus, as further specified in Section 3(B) below.

C. The City will take the necessary steps to designate the College as an authorized user under the Service Agreement, such that the College can directly arrange for maintenance and repair of the lockers by eLock as needed. The City will promptly notify the College when it has been so authorized.

SECTION 3. The College's Responsibilities.

A. The College agrees to reasonably maintain the lockers by cleaning them, removing graffiti, and removing abandoned bikes or property being stored in the lockers that is not permitted. Once the City confirms that the College is an authorized user under the Service Agreement, the College will contact eLock directly to arrange for any necessary repairs or maintenance under the Service Agreement.

B. The College will coordinate with the City and eLock to allow installation of the lockers on the College Campus. The bicycle lockers will be installed near the entrances to Gaiser Hall, Joan Stout Hall and on the North side of Beacock Music Hall.

C. The College understands and agrees that the cost to users will be the minimum rental fee charged and collected by eLock under the Service Agreement; neither the City nor College will collect amounts on top of what eLock charges for locker rental time.

D. The College agrees to keep and reasonably maintain the lockers for a minimum of three (3) years from the time of installation, except as otherwise provided in Section 5(A) below.

SECTION 4. Effective Date and Term. The Agreement will become effective upon execution by both Parties and filing of the Agreement under Section 17. It shall continue from the effective date until either Party terminates the Agreement pursuant to Section 5 of this Interlocal Agreement.

SECTION 5. Termination.

A. The Parties agree that this Interlocal Agreement will remain in effect for at least three (3) years from the date the Lockers are installed, except in the event the Lockers pose a health or safety risk. If the Lockers pose a health or safety risk, either Party may provide notice to terminate this Interlocal Agreement in writing that includes an explanation of why the Lockers present such a risk. Upon notice to terminate due to a health or safety risk, the Parties will coordinate with eLock to arrange for proper removal of the Lockers as soon as possible.

B. After three (3) years from the date of installation of the Lockers, either Party may choose to terminate this Interlocal Agreement for any reason by notifying the other Party in writing ninety (90) days prior to termination. Upon termination, the Parties will work together to arrange for proper removal of the Lockers. The removal of the Lockers will occur no sooner than ninety (90) days from the date of notice of intent to terminate. The City will coordinate with eLock on the removal of the Lockers and such removal will occur as soon as eLock's schedule will allow.

C. At all times the City will remain the owner of the Lockers and, in the City's sole discretion, it may take possession of the Lockers in the event either Party terminates this Interlocal Agreement. If the City elects to take possession, the City will arrange for the Lockers to be transported from the campus after removal. If the City chooses not to take possession of the Lockers, the Parties will coordinate for their disposal, complying with all laws and City policies concerning disposal of surplus property. Termination will become effective at the time the Lockers are either accepted by the City or properly disposed of. The Parties agree to share equally in the cost of the removal and/or disposal of the Lockers.

SECTION 6. Costs. The City will pay all costs associated with the purchase, delivery and installation of the Lockers, as specified under Section 2.

The College will incur all costs associated with reasonable routine maintenance of the Lockers, as specified under Section 3. Upon termination, the Parties will equally share the cost of removal and/or disposal of the Lockers as specified under Section 5.

SECTION 7. Administration. This Interlocal Agreement does not establish or create a separate legal or administrative entity or a joint board to accomplish the purposes hereof. The Parties shall be jointly responsible for administering the performance herein. The Parties will not acquire any jointly-owned real or personal property in connection with performance of this Interlocal Agreement. The Parties shall each be responsible for their own individual financial costs of performance of this Interlocal Agreement. No joint budget will be prepared to carry out the performance of this Interlocal Agreement.

Ownership and disposal of the Lockers is specified under Section 5. Any other real or personal property used or acquired by either Party in connection with performance of this Interlocal Agreement shall be disposed of by that Party as it shall determine in its discretion.

SECTION 8. Dispute Resolution.

A. In the event of a dispute between the College and the City regarding any mater pertaining to this Interlocal Agreement which cannot be resolved by their respective designated managers, the Clark College President and the Vancouver City Manager or their designated representatives shall review such dispute and options for resolution. The decision of the Clark College President and the City Manager (or their designees) regarding the dispute shall be final as between the Parties.

B. Any dispute concerning the terms of this Interlocal Agreement that cannot be resolved by the negotiation process set forth herein shall be submitted to mediation with the Parties agreeing to a neutral mediator. Both Parties herby agree to participate in such mediation in good faith, but nothing herein obligates either Party to resolve the dispute in such mediation.

SECTION 9. No Employer/Employee Relationship. Nothing herein shall be construed as creating the relationship of employer and employee, or principal and agent, between the College and the City, or between any of the College's or the City's employees. The employees or agents of each Party who are engaged in the performance of this Interlocal Agreement shall continue to be employees or agents of that Party and shall not be considered for any purpose to be the employees or agents of any other Party.

SECTION 10. **Claims and Costs**.

A. Each Party to this Interlocal Agreement hereby assumes responsibility for claims and/or damages to persons and/or property resulting from any act or omission on the part of itself, its officials, agents, or employees.

B. Attorney's Fees and Costs. The Parties shall bear their own costs enforcing the rights and responsibilities under this Interlocal Agreement.

SECTION 11. **Assignment**. Neither Party shall transfer or assign, in whole or in part, any or all of its respective rights or obligations under this Interlocal Agreement without the prior written consent of the other Party.

SECTION 12. **No Third Party Beneficiary**. The College does not intend by this Interlocal Agreement to assume any contractual obligations to anyone other than the City. The City does not intend by this Interlocal Agreement to assume any contractual obligations to anyone other than the College. The College and City do not intend there be any third-party beneficiary to this Interlocal Agreement.

SECTION 13. **Notices**. Any notices to be given under this Interlocal Agreement shall be delivered either in person or by certified mail, return receipt requested:

To the City:

CITY OF VANCOUVER
P.O. Box 1995
Vancouver, Washington 98668-1995
Attention: Brian Carlson, Director of Public Works

To Clark Community College:

CLARK COLLEGE
1800 E. McLoughlin BLVD.
Vancouver, Washington 98663-3598
Attention: Timothy Petta, Director of Facilities Services

Notices shall be deemed given on the date of personal delivery to the other Party, or in the case of mailing, two (2) business days after the notice has been mailed by certified mail, return receipt requested. The name and address to which notices shall be directed may be changed by either the College or the City giving the other notice of such change as provided in this section.

SECTION 14. Interlocal Cooperation Act Compliance. This is an Agreement entered into pursuant to Chapter 39.34 RCW. Its purpose is as set forth in Section 1. Its duration is as specified in Section 4. Its method of termination is set forth in Section 5. Its manner of financing and of establishing and maintaining a budget therefore is described in Section 6. Administration and property disposal is set forth under Section 7.

SECTION 15. Entire Agreement. This Interlocal Agreement contains all of the agreements of the Parties with respect to the subject matter covered or mentioned therein, and no prior Agreements shall be effective to contrary.

SECTION 16. Amendment. The provisions of this Interlocal Agreement may be amended with the mutual consent of the Parties. No additions to, or alterations of, the terms of this Interlocal Agreement shall be valid unless made in writing and formally approved and executed by the duly authorized agents of both Parties, provided that pursuant to this Interlocal Agreement.

SECTION 17. **Document Filing**. The College and the City agree that there shall be two (2) signed originals of this Interlocal Agreement procured and distributed for signature by the necessary officials of the College and the City. Upon execution, executed originals of this Interlocal Agreement shall be retained by the Vancouver City Clerk and by the College. The Vancouver City Clerk shall cause a copy of this Interlocal Agreement to be posted on the City website pursuant to the Interlocal Cooperation Act (specifically, RCW 39.34.040). Upon execution of the originals and posting of a copy on the City's website, each such duplicate original shall constitute an agreement binding upon the Parties.

SECTION 18. **Ratification**. Acts taken in conformity with this Interlocal Agreement prior to its execution are hereby ratified and affirmed.

SECTION 19. **Severability**. If any section or part of this Interlocal Agreement is held by a court to be invalid, such action shall not affect the validity of any other part of this Interlocal Agreement.

SECTION 20. **Waiver**. A failure by any Party to exercise its rights under this Interlocal Agreement shall not preclude that Party from subsequent exercise of such rights and shall not constitute a waiver of any other rights under this Interlocal Agreement. Any waiver shall not be construed to be a modification of terms of this Interlocal Agreement unless stated to be such in writing and signed by personnel authorized to bind each of the Parties.

SECTION 21. **Site Security**. While on the College campus, the City, its officials, agents, and employees shall comply with College security policies and regulations.

SECTION 22. Counterpart Signatures. This Interlocal Agreement may be signed in counterparts with the same effect as if the signatures to each counterpart were upon a single instrument, and all such counterparts together shall be deemed an original of this Interlocal Agreement. For purposes of this Interlocal Agreement, a facsimile or electronic copy of a Party's signature shall be sufficient to bind such Party.

IN WITNESS WHEREOF, the College and the City have caused this Interlocal Agreement to be executed in their respective names by their duly authorized officers as of the ____ day of ______________, 2019.

CLARK COLLEGE
A Community College organized
under Chapter 28B RCW

____
Bob Williamson, Vice President

Attest:

____
For Clark College

Approved as to form:

____
Tsering Cornell, AAG

Date: ________________________

CITY OF VANCOUVER
A Washington Municipal Corporation

____
Eric Holmes, City Manager

Attest:

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

Date: _________________________

Approved as to form

____
E. Bronson Potter, City Attorney

Date: ________________________

ADDENDUM

to

BikeLink Service Agreements[1]

by and among

eLock Technologies LLC (“eLock”),

the City of Vancouver (the “City”), and

\Clark College (the “College,” together with eLock and the City, the “Parties”).

RECITALS

WHEREAS, eLock and the City have entered into the BikeLink Service Agreements for the purchase of three quad bicycle lockers that will provide bicycle parking for twelve bikes along with all necessary components and software license, and repair and maintenance services from eLock (the “Lockers”).

WHEREAS, the Lockers are to be located on the College campus as set forth in the Service Agreements.

WHEREAS, the City and the College have entered into an Interlocal Agreement setting forth the terms for the purchase, installation, and maintenance of the Lockers.

WHEREAS, the Parties desire to enter into this Addendum to set forth the terms of insurance and indemnification.

AGREEMENT

NOW, THEREFORE, eLock, the City, and the College agree as follows:

1. **Insurance.** eLock shall maintain commercial general liability with limits not less than $1,000,000 per occurrence and $2,000,000 in the aggregate that includes coverage for bodily injury liability and property damage liability.

2. **Indemnification.** To the fullest extent permitted by law, eLock shall indemnify, defend and hold harmless the City and the College and all of their respective officials, agents and employees, from and against all claims arising out of, incident to, or resulting from eLock’s or any subcontractor’s performance or failure to perform the Service Agreements, including but not limited to claims for injuries or death, except to the extent determined to be the sole negligence of the City or the College, or their respective officers, agents, and employees.. eLock’s obligation to indemnify, defend, and hold harmless includes any claim by eLock’s agents, employees,

[1] BikeLink Software License Agreement, BikeLink Service and Operations Agreement, and BikeLink User Agreement by and between eLock Technologies LLC, with principal place of business at 800 Heinz Avenue #11 Berkeley California 94719 and the City of Vancouver, a municipal corporation and charter city of the first class of the State of Washington (collectively, the “BikeLink Service Agreements”).

representatives, or any subcontractor or its employees. eLock waives its immunity under Title 51 RCW to the extent it is required to indemnify, defend and hold harmless the City or the College and each of their respective agencies, officials, agents or employees. eLock expressly agrees to waive and hold harmless the College for any claims relating to damage to the Lockers and any components caused by anyone other than the College's officials, agents, or employees. Except as to claims, actions and others matters active at that time, these indemnification obligations will terminate twelve (12) months following the expiration of this agreement.

eLOCK TECHNOLOGIES, LLC

____
By:

CITY OF VANCOUVER
A Washington Municipal Corporation

____
By: Eric Holmes, City Manager

CLARK COLLEGE
A Community College organized
under Chapter 28B RCW

____
By: Bob Williamson, Vice President

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:

$ 6,123,194.51	**this 22nd day of April 2019.**

MAYOR

COUNCILMEMBER

AUDITING OFFICER

COUNCILMEMBER

DATE	INCLUSIVE CHECK NUMBERS	CHECK TOTAL
April 9 - April 15	Accounts Payable Checks (see attached)	$ 3,180,775.83
April 9 - April 15	Visa Refunds (see attached)	$ 3,564.31
April 9 - April 15	Payroll Checks (see attached)	$ 2,938,854.37
TOTAL		**$ 6,123,194.51**

INVOICE PAYMENTS REPORT

Payment Type	Check Number	Payment Date	Payment Amount	0.00	Payment Payee	Description from: Spend Category / Supplier Invoice Memo
Direct Deposit		4/12/2019	177.65		Garrick Ashenfelter	Expense Payment(Direct Deposit) for 1-BofA General
Direct Deposit		4/12/2019	55.44		Heather Abbott	Expense Payment(Direct Deposit) for 1-BofA General
Direct Deposit		4/10/2019	205.95		James Lewis	Expense Payment(Direct Deposit) for 1-BofA General
Direct Deposit		4/12/2019	7.57		Jeffery Orme	Expense Payment(Direct Deposit) for 1-BofA General
Direct Deposit		4/12/2019	62.02		Jill Brown	Expense Payment(Direct Deposit) for 1-BofA General
Direct Deposit		4/10/2019	223.99		John Quested	Expense Payment(Direct Deposit) for 1-BofA General
Direct Deposit		4/12/2019	62.43		Jordan Macfarlane	Expense Payment(Direct Deposit) for 1-BofA General
Direct Deposit		4/10/2019	121.60		Josh Honomichl	Expense Payment(Direct Deposit) for 1-BofA General
Direct Deposit		4/10/2019	150.00		Mike Busley	Expense Payment(Direct Deposit) for 1-BofA General
Direct Deposit		4/12/2019	36.91		Teri Kenning	Expense Payment(Direct Deposit) for 1-BofA General
Payments		484,337.90	484,337.90		Hansen	Miscellaneous City Payments
	Subtotal:		**3,180,775.83**			
VISA		16-Apr-19	1,352.20		MISCELLANEOUS	PARKS CLASS REFUNDS - FCC 4-9-19 thru 4-15-19
VISA		16-Apr-19	565.86		MISCELLANEOUS	PARKS CLASS REFUNDS - MCC 4-9-19 thru 4-15-19
VISA		16-Apr-19	0.00		MISCELLANEOUS	PARKS CLASS REFUNDS - SPEC EVENTS 4-9-19 thru 4-15-19
VISA		16-Apr-19	0.00		MISCELLANEOUS	PARKS CLASS REFUNDS - WREC 4-9-19 thru 4-15-19
Subtotal Visa Refunds:			**3,564.31**			
	TOTAL		**3,184,340.14**			
EXCEPTIONS: There are no exceptions on this report.						

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INVOICE PAYMENTS REPORT

Payment Type	Check Number	Payment Date	Payment Amount	0.00	Payment Payee	Description from: Spend Category / Supplier Invoice Memo
Check	1198	4/12/2019	523.92		White Bear West Inc	SC0035 Supplies - Repair & Maintenance Supplies | 531100
Check	1199	4/12/2019	1,194.73		WW Grainger Inc	SC0035 Supplies - Repair & Maintenance Supplies | 531100
Check	1200	4/12/2019	93.69		XPO Logistics Enterprise Services, Inc	SC0054 Services - Postage | 542200
Check	1201	4/12/2019	14,879.07		Allegiance Benefit Plan Management Inc	SC0032 Personnel Benefits - Medical Payment - Retired (Pension) | 529600
Check	1202	4/12/2019	2,576.92		Clark County	SC0092 Intergovernmental Services and Payments - District Court Costs | 551500
Check	1203	4/12/2019	1,460.57		Clark Public Utility District No. 1	SC0071 Services - Electrical | 547100
Check	1204	4/12/2019	61.11		Clark Public Utility District No. 1	SC0071 Services - Electrical | 547100
Check	1205	4/12/2019	556.62		Clark Public Utility District No. 1	SC0071 Services - Electrical | 547100
Check	1206	4/12/2019	54.34		Clark Public Utility District No. 1	SC0071 Services - Electrical | 547100
Check	1207	4/12/2019	723.93		Clark Public Utility District No. 1	SC0071 Services - Electrical | 547100
Check	1208	4/12/2019	496.63		Clark Public Utility District No. 1	SC0071 Services - Electrical | 547100
Check	1209	4/12/2019	319.19		Clark Public Utility District No. 1	SC0071 Services - Electrical | 547100
Check	1210	4/12/2019	523.50		Clark Public Utility District No. 1	SC0071 Services - Electrical | 547100
Check	1211	4/12/2019	1,132.92		Clark Public Utility District No. 1	SC0071 Services - Electrical | 547100
Check	1212	4/12/2019	681.24		Clark Public Utility District No. 1	SC0071 Services - Electrical | 547100
Check	1213	4/12/2019	241.11		Comcast Cable Communications LLC	SC0083 Services - Misc Expenses | 549900
Check	1214	4/12/2019	108.27		Comcast Cable Communications LLC	SC0059 Services - Other Communication | 542900
Check	1215	4/12/2019	6,367.32		NW Natural	SC0073 Services - Natural Gas | 547300
Check	1216	4/12/2019	4,926.81		Second Step Housing	SC0053 Services - Professional & Contracted Services | 541900
Check	1217	4/12/2019	68.72		United Parcel Service	SC0054 Services - Postage | 542200
Check	1218	4/12/2019	10,000.00		United States Postal Service	SC0054 Services - Postage | 542200
Check	1219	4/12/2019	8,177.00		Willis of Seattle Inc	SC0070 Services - Insurance | 546000
Direct Deposit		4/10/2019	161.50		David Sturbelle	Cash Advance Payment(Direct Deposit) for 1-BofA General
Direct Deposit		4/10/2019	213.00		Eric Giacchino	Cash Advance Payment(Direct Deposit) for 1-BofA General
Direct Deposit		4/10/2019	213.00		Geoffrey Robbins	Cash Advance Payment(Direct Deposit) for 1-BofA General
Direct Deposit		4/10/2019	57.00		Patrick Kennedy	Cash Advance Payment(Direct Deposit) for 1-BofA General
Direct Deposit		4/10/2019	57.00		Richard Rich	Cash Advance Payment(Direct Deposit) for 1-BofA General
Direct Deposit		4/10/2019	218.50		Stacey Donovan	Cash Advance Payment(Direct Deposit) for 1-BofA General
Direct Deposit		4/10/2019	161.50		Timothy Kays	Cash Advance Payment(Direct Deposit) for 1-BofA General
Direct Deposit		4/10/2019	65.25		Todd Schwartz	Cash Advance Payment(Direct Deposit) for 1-BofA General
Direct Deposit		4/10/2019	76.95		Anne McEnerny-Ogle	Expense Payment(Direct Deposit) for 1-BofA General
Direct Deposit		4/12/2019	200.00		Brandon Garlington	Expense Payment(Direct Deposit) for 1-BofA General
Direct Deposit		4/12/2019	114.74		Chad Williams	Expense Payment(Direct Deposit) for 1-BofA General

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INVOICE PAYMENTS REPORT

Payment Type	Check Number	Payment Date	Payment Amount	0.00	Payment Payee	Description from: Spend Category / Supplier Invoice Memo
Check	1161	4/10/2019	831.04		Western Metal Industry Pension Plan	SC0231 Accr Empl Ben - Machinists Union Pension | 231567
Check	1162	4/10/2019	8,153.84		Life Insurance Company of North America	SC0211 Accr Empl Ben - AD&D/Life Insurance | 231539
Refund	1163	4/10/2019	50.00		Bennett,Amanda Boal	SC0340 SC to Ledger 213110 AP Refunds (Hansen)
Refund	1164	4/10/2019	13.64		Bennett,Amanda Boal	SC0340 SC to Ledger 213110 AP Refunds (Hansen)
Refund	1165	4/11/2019	86.50		Cox,Cindy & Steven	SC0340 SC to Ledger 213110 AP Refunds (Hansen)
Refund	1166	4/11/2019	6,315.09		Ian M Johnson	SC0360 SC to Ledger 322100 Non-Bus. Lic. & Permits - Bldgs Structures & Eqpt | 3
Refund	1167	4/11/2019	2,059.60		Cathy Grady	SC0085 Services - 3rd Party Liability Claims - Risk Mgmt ONLY | 549920
Check	1168	4/10/2019	2,360.00		James Rodney	SC0389 SC to Ledger 379000 Proprietary Capital Contributions Private - Develop Ext SDC Wtr Cust - In | 379141
Check	1169	4/9/2019	173.26		Larry Roberts	SC0372 SC to Ledger 345830 Environment - Plan Checking-Permits / Plan Revenue | 345832
Check	1170	4/10/2019	200.00		Legacy Salmon Creek Medical Ctr	SC0349 SC to Ledger 213110 AP Refunds
Check	1171	4/10/2019	50.00		WA State Bar Association	License Application
Check	1172	4/12/2019	18.95		Cevin Fritz	Expense Payment(Check) for 2-BofA AP
Check	1173	4/12/2019	16.50		Iasmina Giurgiev	Expense Payment(Check) for 2-BofA AP
Check	1174	4/12/2019	17,843.07		Antipodes Inc	SC0053 Services - Professional & Contracted Services | 541900
Check	1175	4/12/2019	223.46		Aramark Uniform Services	SC0069 Services - Other Rentals / Prof Contracted Svcs / Repair & Maint
Check	1176	4/12/2019	1,761.50		Arborscape Ltd Inc	SC0053 Services - Professional & Contracted Services | 541900
Check	1177	4/12/2019	1,723.59		Bound Tree Medical LLC	SC0036 Supplies - EMT Supplies | 531200
Check	1178	4/12/2019	2,132.44		CECO Inc	SC0042 Supplies - Diesel | 532200
Check	1179	4/12/2019	50,200.00		Clark County	SC0079 Services - Fees | 549200 SC0053 Services - Professional & Contracted Services | 541900
Check	1180	4/12/2019	90,102.08		Columbia Ford Inc	SC0144 Capital - Rolling Stock (Vehicle) | 564700
Check	1181	4/14/2019	750.00		EMS Technology Solutions LLC	SC0068 Services - Software Maintenance | 545500
Check	1182	4/12/2019	3,924.29		Galls LLC	SC0037 Supplies - Uniforms & Protective Clothing | 531300
Check	1183	4/12/2019	316.20		J-2 Blueprint Supply Co.	SC0075 Services - Repair & Maint - Equipment / Other| 548100
Check	1184	4/12/2019	3,252.00		Jamestown Networks	SC0059 Services - Other Communication | 542900
Check	1185	4/12/2019	382.94		Kronos Incorporated - Remit-To: Atlanta	SC0068 Services - Software Maintenance | 545500
Check	1186	4/12/2019	1,841.25		Marquam Group LTD	SC0053 Services - Professional & Contracted Services | 541900
Check	1187	4/12/2019	307.15		MSA Safety Incorporated	SC0075 Services - Repair & Maint - Equipment | 548100
Check	1188	4/12/2019	3,034.77		NW Natural	SC0073 Services - Natural Gas | 547300
Check	1189	4/12/2019	32,281.52		Rexel USA Inc	SC0039 Supplies - Other Operating Supplies | 531900
Check	1190	4/12/2019	3,319.75		San Diego Police Equipment Co Inc	SC0039 Supplies - Other Operating Supplies | 531900
Check	1191	4/12/2019	25,095.00		Southwest Washington Humane Society	SC0053 Services - Professional & Contracted Services | 541900
Check	1192	4/12/2019	27,097.50		Stantec Consulting Services Inc	SC0053 Services - Professional & Contracted Services | 541900
Check	1193	4/12/2019	13,855.00		Allegis Group Holdings Inc	SC0053 Services - Professional & Contracted Services | 541900 SC0052 Services - Temporary Help | 541800
Check	1194	4/12/2019	542.00		Triple J Enterprises	SC0053 Services - Professional & Contracted Services | 541900
Check	1195	4/12/2019	229.00		Vast Data Concepts	SC0053 Services - Professional & Contracted Services | 541900
Check	1196	4/12/2019	813.57		Walter E Nelson Company	SC0035 Supplies - Repair & Maintenance Supplies | 531100
Check	1197	4/12/2019	271.93		Waste Connections of Washington - Remit-To: Waste Connections - Vancouver	SC0074 Services - Garbage / Waste Disposal | 547400

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INVOICE PAYMENTS REPORT

Payment Type	Check Number	Payment Date	Payment Amount	0.00	Payment Payee	Description from: Spend Category / Supplier Invoice Memo
Check	1123	4/10/2019	5,916.60		The Columbian Publishing Co	SC0063 Services - Advertising | 544000
Check	1124	4/10/2019	539.62		Transunion Risk & Alternative Data Solutions Inc	SC0053 Services - Professional & Contracted Services | 541900
Check	1125	4/10/2019	1,063.13		US Bank	SC0041 Supplies - Gasoline | 532100, SC0042 Supplies - Diesel | 532200
Check	1126	4/10/2019	11,653.92		Washington Association of Conservation Districts	SC0039 Supplies - Other Operating Supplies | 531900
Check	1127	4/10/2019	17,970.12		Cellco Partnership	SC0058 Services - Aircard Communication | 542800
Check	1128	4/10/2019	296,306.63		Clark County	SC0094 Intergovernmental Services and Payments - Intergovernmental Payments | 552000
Check	1129	4/10/2019	2,200.00		Clark County Title Company	SC0380 SC to Ledger 163100 SCIP Loans Receivable - Notes/Contracts
Check	1130	4/10/2019	113.27		Comcast Cable Communications LLC	SC0059 Services - Other Communication | 542900
Check	1131	4/10/2019	108.27		Comcast Cable Communications LLC	SC0059 Services - Other Communication | 542900
Check	1132	4/10/2019	5,885.30		Council for the Homeless	SC0053 Services - Professional & Contracted Services | 541900
Check	1133	4/10/2019	759.00		Motus Recruiting & Staffing Intl	SC0052 Services - Temporary Help | 541800
Check	1134	4/10/2019	367.60		NW Natural	SC0073 Services - Natural Gas | 547300
Check	1135	4/10/2019	126,405.04		Share Inc	SC0053 Services - Professional & Contracted Services | 541900
Check	1136	4/10/2019	5,916.67		The Salvation Army	SC0053 Services - Professional & Contracted Services | 541900
Refund	1137	4/9/2019	19.61		Erickson,Thomas and Lila R	SC0340 SC to Ledger 213110 AP Refunds (Hansen)
Refund	1138	4/9/2019	85.68		Esgte, Larry C and Misuk S	SC0340 SC to Ledger 213110 AP Refunds (Hansen)
Refund	1139	4/9/2019	120.59		Granger,Janis	SC0340 SC to Ledger 213110 AP Refunds (Hansen)
Refund	1140	4/8/2019	213.59		Professional Credit Service	Ad Hoc Payment: Professional Credit Service - 04/08/2019
Refund	1141	4/9/2019	24.58		Properties West 360	SC0340 SC to Ledger 213110 AP Refunds (Hansen)
Refund	1142	4/4/2019	163.91		Ripplinger,Loogyam and Jay	Ad Hoc Payment: Ripplinger,Loogyam and Jay - 04/04/2019
Refund	1143	4/9/2019	250.00		Straub,Leslie	SC0340 SC to Ledger 213110 AP Refunds (Hansen)
Refund	1144	4/9/2019	99.96		Utmost Property Management	SC0340 SC to Ledger 213110 AP Refunds (Hansen)
Refund	1145	4/9/2019	63.97		White,Hugh and Linda	SC0340 SC to Ledger 213110 AP Refunds (Hansen)
Refund	1146	4/4/2019	175.22		Zenith Properties NW LLC	Ad Hoc Payment: Zenith Properties NW LLC - 04/04/2019
Refund	1147	4/4/2019	175.22		Zenith Properties NW LLC	Ad Hoc Payment: Zenith Properties NW LLC - 04/04/2019
Check	1148	4/10/2019	9,004.29		Aflac	SC0207 Accr Empl Ben - AFLAC Cancer/LTC | 231535 SC0241 Accr Empl Ben - AFLAC Hospital | 231582
Check	1149	4/10/2019	5,521.19		AFSCME Local #307	SC0218 Accr Empl Ben - Union Dues | 231548
Check	1150	4/10/2019	3,612.00		Chapter 13 - Trustee	SC0215 Accr Empl Ben - Garnishments | 231545
Check	1151	4/10/2019	19,164.06		IAFF Local #452	SC0213 Accr Empl Ben - FirePak and FastPak | 231543 SC0218 Accr Empl Ben - Union Dues | 231548
Check	1152	4/10/2019	751.06		IAM Local #1374	SC0218 Accr Empl Ben - Union Dues | 231548
Check	1153	4/10/2019	72.36		Legal Shield	SC0216 Accr Empl Ben - Prepaid Legal | 231546
Check	1154	4/10/2019	550.00		MFS Service Center Inc	SC0217 Accr Empl Ben - College Savings 529 Plan | 231547
Check	1155	4/10/2019	5,682.89		OPEIU Local #11	SC0218 Accr Empl Ben - Union Dues | 231548 SC0209 Accr Empl Ben - Police & Fire LT Disability | 231537
Check	1156	4/10/2019	608.00		Teamsters Local #58	SC0218 Accr Empl Ben - Union Dues | 231548
Check	1157	4/10/2019	332.50		UA Local #290	SC0218 Accr Empl Ben - Union Dues | 231548
Check	1158	4/10/2019	1,373.28		United Way of the Columbia Willamette	SC0219 Accr Empl Ben - United Way | 231549
Check	1159	4/10/2019	12,844.04		Vancouver Police Officer Guild	SC0209 Accr Empl Ben - Police & Fire LT Disability | 231537 SC0218 Accr Empl Ben - Union Dues | 231548
Check	1160	4/10/2019	2,246.40		Western Conference of Teamsters	SC0232 Accr Empl Ben - Team Union Pension | 231568

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INVOICE PAYMENTS REPORT

Payment Type	Check Number	Payment Date	Payment Amount	0.00	Payment Payee	Description from: Spend Category / Supplier Invoice Memo
Check	1085	4/3/2019	100.00		Zarifa Sayfatova	Ad Hoc Payment: Zarifa Sayfatova - 04/03/2019
Check	1086	4/10/2019	288.00		Accurate Corporate Services Inc	SC0083 Services - Misc Expenses | 549900
Check	1087	4/10/2019	586.31		Allegiance Benefit Plan Management Inc	SC0032 Personnel Benefits - Medical Payment - Retired (Pension) | 529600
Check	1088	4/10/2019	2,000.00		Alpha Media	SC0063 Services - Advertising | 544000
Check	1089	4/10/2019	773.39		Archaelogical Investigations Northwest Inc	SC0053 Services - Professional & Contracted Services | 541900
Check	1090	4/10/2019	8,170.65		Ballard Marine Construction LLC	SC0053 Services - Professional & Contracted Services | 541900
Check	1091	4/10/2019	20,158.42		CECO Inc	SC0042 Supplies - Diesel | 532200
Check	1092	4/10/2019	2,500.00		CFM Strategic Communications Inc	SC0053 Services - Professional & Contracted Services | 541900
Check	1093	4/10/2019	1,760.20		Clark County	SC0079 Services - Fees | 549200
Check	1094	4/10/2019	3,200.00		Colliers International Valuation & Advisory Services LLC	SC0053 Services - Professional & Contracted Services | 541900
Check	1095	4/10/2019	15,541.41		Columbia Resource Company	SC0053 Services - Professional & Contracted Services | 541900
Check	1096	4/10/2019	24.85		Comcast Cable Communications LLC	SC0059 Services - Other Communication | 542900
Check	1097	4/10/2019	109.95		Comcast Cable Communications LLC	SC0059 Services - Other Communication | 542900
Check	1098	4/10/2019	74,782.50		Core and Main LP	SC0393 SC to Ledger 141100 Inventory
Check	1099	4/10/2019	3,775.23		Eagle Newspaper Inc	SC0081 Services - o/s Printing & Binding | 549500
Check	1100	4/10/2019	2,311.00		Erickson Structural Consulting Engineers	SC0053 Services - Professional & Contracted Services | 541900
Check	1101	4/10/2019	5,929.48		General Pacific Inc	SC0039 Supplies - Other Operating Supplies | 531900 SC0393 SC to Ledger 141100 Inventory
Check	1102	4/10/2019	1,067.55		Global Transportation Engineering Corporation	SC0053 Services - Professional & Contracted Services | 541900
Check	1103	4/10/2019	59,441.36		Halbert Construction Services LLC	SC0087 Services - Abatement of Dangerous Buildings & Gen Repair & Maint
Check	1104	4/10/2019	9,723.60		Harper Houf Peterson Righellis Inc	SC0053 Services - Professional & Contracted Services | 541900
Check	1105	4/10/2019	31,014.27		Interior Office Solutions	SC0053 Services - Professional & Contracted Services | 541900
Check	1106	4/10/2019	11,633.83		Jacobs Engineering Group Inc	SC0062 Services - Education/Training | 543500
Check	1107	4/10/2019	1,000.00		JCI Jones Chemicals Inc	SC0039 Supplies - Other Operating Supplies | 531900
Check	1108	4/10/2019	150.00		J David Spraker	SC0053 Services - Professional & Contracted Services | 541900
Check	1109	4/10/2019	2,562.50		Kramer Gehlen & Associates	SC0053 Services - Professional & Contracted Services | 541900
Check	1110	4/10/2019	167.30		Linguava Interpreters Inc	SC0053 Services - Professional & Contracted Services | 541900
Check	1111	4/10/2019	2,970.08		Mackenzie Engineering Inc	SC0053 Services - Professional & Contracted Services | 541900
Check	1112	4/10/2019	178.86		Man's Best Friend Inc	SC0039 Supplies - Other Operating Supplies | 531900
Check	1113	4/10/2019	404.50		Murray Smith Inc	SC0053 Services - Professional & Contracted Services | 541900
Check	1114	4/10/2019	334.91		One Call Concepts Inc	SC0053 Services - Professional & Contracted Services | 541900
Check	1115	4/10/2019	27,337.35		Otak Inc	SC0053 Services - Professional & Contracted Services | 541900
Check	1116	4/10/2019	1,350.00		Paul Lewis	SC0053 Services - Professional & Contracted Services | 541900
Check	1117	4/10/2019	6,659.00		PPC Solutions Inc	SC0053 Services - Professional & Contracted Services | 541900
Check	1118	4/10/2019	5,621.00		Quick Caption Inc	SC0053 Services - Professional & Contracted Services | 541900
Check	1119	4/10/2019	288.00		Rotschy Inc	SC0074 Services - Garbage / Waste Disposal | 547400
Check	1120	4/10/2019	915.98		S&B Inc	SC0053 Services - Professional & Contracted Services | 541900
Check	1121	4/10/2019	8,301.00		Sequence Graphics LLC	SC0053 Services - Professional & Contracted Services | 541900
Check	1122	4/10/2019	561.51		Software One Inc	SC0048 Supplies - Software Licenses < $10,000 | 535200

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INVOICE PAYMENTS REPORT

Payment Type	Check Number	Payment Date	Payment Amount	0.00	Payment Payee	Description from: Spend Category / Supplier Invoice Memo
WIRE		4/10/2019	266,966.67		Clark County	**SC0262 SC to Ledger 237600:Payable to Evergreen School District** **SC0397 SC to Ledger 231100 Accrued Interest Payable**
WIRE		4/11/2019	162.00		State of Washington Department of Licensing	**SC0053 Services - Professional & Contracted Services | 541900**
WIRE		4/12/2019	4,790.70		Lynn K Wittwer MD PC	**SC0053 Services - Professional & Contracted Services | 541900**
WIRE		4/12/2019	14,751.20		Lynn K Wittwer MD PC	**SC0053 Services - Professional & Contracted Services | 541900**
WIRE		4/15/2019	15,576.70		Washington Dental Service	**SC0369 Services - Self-Insured Claims | 542000**
WIRE		4/15/2019	125,785.79		Blue Cross Blue Shield of Oregon	**SC0369 Services - Self-Insured Claims | 542000**
WIRE		4/9/2019	51,703.11		Stellar J Corporation	**SC0337 Capital - Construction Contractors | 565000**
WIRE		4/10/2019	197,425.00		Western States Health & Welfare Trust	**SC0053 Services - Professional & Contracted Services | 541900**
WIRE		4/10/2019	412,494.00		Vancouver Firefighters Union Health & Welfare Trust	**SC0053 Services - Professional & Contracted Services | 541900**
WIRE		4/10/2019	28,577.14		Gallagher Bassett Services Inc	**SC0053 Services - Professional & Contracted Services | 541900**
WIRE		4/10/2019	12,384.52		Allegiance Benefit Plan Management Inc	**SC0053 Services - Professional & Contracted Services | 541900** **SC0243 Accr Empl Ben - Dependent Care | 231586** **SC0240 Accr Empl Ben - Medical Spending | 231581**
WIRE		4/10/2019	75.00		HRA VEBA Plan	**SC0228 Accr Empl Ben - Benefit Trust | 231564**
WIRE		4/10/2019	6,607.21		ICMA 401A	**SC0226 Accr Empl Ben - ICMA | 231562**
WIRE		4/10/2019	175,344.54		ICMA Corp	**SC0226 Accr Empl Ben - ICMA | 231562**
WIRE		4/10/2019	23,943.34		ING	**SC0225 Accr Empl Ben - ING | 231561**
WIRE		4/10/2019	57,693.76		State of Washington 457	**SC0227 Accr Empl Ben - State of WA 457 (old NRSI) | 231563**
WIRE		4/10/2019	1,462.33		Vancouver Fire Command Officers	**SC0218 Accr Empl Ben - Union Dues | 231548**
WIRE		4/10/2019	24,361.07		Vancouver Firefighters Union Health & Welfare Trust	**SC0209 Accr Empl Ben - Police & Fire LT Disability | 231537** **SC0230 Accr Empl Ben - Fire Health Ins Premium Pre-Tax | 231566**
WIRE		4/10/2019	5,801.01		Washington SDU	**SC0215 Accr Empl Ben - Garnishments | 231545**
WIRE		4/10/2019	17,800.00		Washington State Firefighters	**SC0228 Accr Empl Ben - Benefit Trust | 231564**
WIRE		4/10/2019	13,633.50		Western States Health & Welfare Trust	**SC0210 Accr Empl Ben - Trust Health Ins Premium Post-Tax | 231538** **SC0233 Accr Empl Ben - OPEIU Health Ins Prem Pre-Tax | 231569**
Check	1068	4/10/2019	6,148.00		Rebecca Dean	SC0053 Services - Prcfessional & Contracted Services | 541900
Check	1069	4/9/2019	15,177.66		REBECCA DEAN PLLC	SC0099 Cash Conversion - Temporary
Check	1070	3/27/2019	231.54		Beulah Kay Vail	Ad Hoc Payment: Beulah Kay Vail - 03/27/2019
Check	1071	3/7/2019	20.00		Christina Nash	Ad Hoc Payment: Christina Nash - 03/07/2019
Check	1072	3/22/2019	631.28		Dan Bartholomew	Ad Hoc Payment: Dan Bartholomew - 03/22/2019
Check	1073	4/8/2019	125.00		Debra Watts	Ad Hoc Payment: Debra Watts - 04/08/2019
Check	1074	3/27/2019	242.91		Marathon Construction Services	Ad Hoc Payment: Marathon Construction Services - 03/27/2019
Check	1075	3/5/2019	42.10		Northwest Oral & Facial Surgery	Ad Hoc Payment: Northwest Oral & Facial Surgery - 03/05/2019
Check	1076	4/4/2019	117.68		On Stage Inc	Ad Hoc Payment: On Stage Inc - 04/04/2019
Check	1077	4/4/2019	50.00		Reed A Barker	Ad Hoc Payment: Reed A Barker - 04/04/2019
Check	1078	4/1/2019	1,199.96		Robert Hinds	Ad Hoc Payment: Robert Hinds - 04/01/2019
Check	1079	3/22/2019	1,591.50		Rodney Floyd	Ad Hoc Payment: Rodney Floyd - 03/22/2019
Check	1080	3/29/2019	1,560.68		Sharon Lumbantobing	Ad Hoc Payment: Sharon Lumbantobing - 03/29/2019
Check	1081	3/26/2019	66.00		Tanya Briggs	Ad Hoc Payment: Tanya Briggs - 03/26/2019
Check	1082	2/15/2019	331.20		Trent Hall	Ad Hoc Payment: Trent Hall - 02/15/2019
Check	1083	4/3/2019	50.00		Trina Bales	Ad Hoc Payment: Trina Bales - 04/03/2019
Check	1084	2/21/2019	22.23		Vancouver Oral Surgery Group	Ad Hoc Payment: Vancouver Oral Surgery Group - 02/21/2019

*Please contact Procurement Services if you would like to review the justification for EMERGENCY procurement.

City of Vancouver
Payroll Council Report
April 9, 2019 - April 15, 2019

Check No.	Date	Explanation	Amount	
501-591	04/09/19	7 2019 Payroll	$	26,817.12
N/A	04/09/19	7 2019 Direct Deposit	$	2,912,037.25

$ 2,938,854.37