

April 6, 2020 - City Council Meeting Minutes

COUNCIL REGULAR MEETING

Call to Order and Roll Call

The regular meeting of the Vancouver City Council was called to order at 6:30 p.m. by Mayor McEnery-Ogle. The meeting was conducted remotely over conference call.

Present: Councilmembers Fox, Paulsen, Lebowsky, Glover, Stober, Hansen, Mayor McEnery-Ogle

Absent: None

Also present on the call were the following: Eric Holmes, City Manager, Jonathan Young, City Attorney, Amanda Delapena, Assistant to the City Council, Jan Bader, Program and Policy Development Manager, Carol Bua, Communications Director, Brian Carlson, Interim Deputy City Manager, Chad Eiken, Community and Economic Development Director, Julie Hannon, Parks and Recreation Director and Incident Commander for the City's COVID-19 response, Guy Lennon, Airport Manager, James McElvain, Police Chief, Joe Molina, Fire Chief, Natasha Ramras, Chief Financial Officer, Dan Swensen, Interim Public Works Director, Lisa Takach, Human Resources Director, and Jordan Boldt, Executive Director for the Vancouver Farmers Market.

Approval of Minutes

Minutes - March 9, 2020

Motion by Councilmember Glover, seconded by Councilmember Stober, and carried unanimously to approve the meeting minutes of March 9, 2020.

Minutes - March 16, 2020

Motion by Councilmember Stober, seconded by Councilmember Lebowsky, and carried unanimously to approve the meeting minutes of March 16, 2020.

Citizen Communication (Items 1-8)

Mayor McEnerny-Ogle opened Citizen Communication for remote testimony and, receiving none, closed Citizen Communication.

Consent Agenda (Items 1-8)

Council requested Items 2 and 4 be pulled for discussion, as summarized below.

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

1. Funding Authorization for Operations and Maintenance Agreement with SP Plus for the Park 'n Go Vancouvercenter Garage

Staff Report 036-20

Summary

Vancouvercenter is a mixed-use urban development with a parking structure, apartments, retail space, commercial office space, a public plaza and condominiums.

The City has owned and operated the Vancouvercenter parking garage and a public elevator since 2001. The City's operational responsibility includes general maintenance, cleanliness, appearance, operation of the garage. Operations of the garage have been contracted out to a private party since the City acquired the garage in 2001.

In 2016, the City undertook a competitive process to identify a firm to manage the facility for the next 5 years. One firm, SP Plus, responded to the Request for Proposals. Their proposal was evaluated and references were contacted. On the basis of the evaluation conducted, SP Plus was deemed to be highly qualified and the evaluation team recommended that they be awarded a contract to manage the facility.

In 2019, the contract with SP Plus was extended until June 2021. An increase in the authorized amount of the contract is now needed to fund operations for 2020 and 2021.

Request: Authorize an increase of \$195,000 to the maximum authorized amount of the contract with SP Plus to fund services to be provided through June 2021.

Motion approved the request.

2. **Funding Authorization for Roofing Projects (KCDA AEPA #017-F)**

Staff Report 037-20

Summary

The City of Vancouver is currently piggy-backing the KCDA AEPA Roofing contract with Progressive Roofing and intends to use the services of Progressive Roofing to complete a portion of the roofing projects listed on the 2020 work plan.

Request: Authorize an increase to the maximum authorized amount of the City's KCDA Contract #17-F with Progressive Roofing from \$300,000 to \$800,000.

Justin Serface, Facilities Maintenance Supervisor, 487-8386

Motion approved the request.

Councilmember Fox asked for more information about which projects would be included under the extended contract. She also asked how that portion of Strategic Plan Goal 1, Objective 1.2 that refers to City infrastructure being environmentally responsible would pertain to these projects.

Mr. Holmes explained the two roofing projects that would be completed under the extended funding for this contract would be at the Firstenburg Community Center and the police evidence building.

Mr. Carlson explained that these two roofing projects are needed to prevent leaking and ensure those two buildings are well maintained. He stated the strategic plan alignment for this item speaks more to the maintenance portion of that statement than the environmental responsibility.

Councilmember Fox asked, in consideration of long-term maintenance projects like this, if the City is looking for opportunities to align projects with the entire strategic plan objective and find improvements to City infrastructure whenever possible, such as replacing a black roof with lighter material.

Mr. Carlson explained that these two projects are not entire roof replacements, but rather more of enhanced maintenance to prevent leaking. Mr. Holmes added that the existing roofs on both buildings are a light material.

3. **Bid Award for Water Station 9 Chemical Building**

Staff Report 038-20

Summary

Water Station 9 is a 14.3-acre site located on the north side of NE 39th St. spanning from NE 145th to 147th Avenues. The Water Station 9 site has been used for water production since the 1970s as the City assumed the Foothills Service Co. water system. The water production facility provides roughly 25% of the City's drinking water with a well pumping capacity of nearly 15 million gallons per day. Water Station 9 currently operates every day around the clock to produce safe clean drinking water for the City's water service area, which spans beyond the City of Vancouver city limits.

The Water Station 9 purpose has been and will continue to be the production of potable water, although portions of the site are open to community recreation. The site is an integral asset of the City's water supply system. In order to maintain this essential resource, the Water Station 9 improvements replace aging facilities to ensure reliability as well as safe operation by removing the potential chlorine gas handling risks.

The Water Station 9 Chemical Building will replace existing fluoridation and disinfection facilities that are located in two, separate pumphouses. The new facilities will provide updated fluoridation and disinfection systems in one location. In addition to a modern installation, the current disinfection medium, chlorine gas, will be replaced with a low-strength sodium hypochlorite solution (0.8%). The sodium hypochlorite solution will be generated and stored within the new building utilizing salt, water and electricity. In August of 2015, City Council approved a contract to purchase the Sodium Hypochlorite Generation Units with Process Solutions, Inc. (see Item 4. of the August 24, 2015 Council Meeting Minutes). This will be the third equipment installation under that contract.

The existing fluoridation methods will be followed with a few additional controls incorporated into the sodium fluoride batch solution process.

On June 13, 2016, the City entered into a professional service agreement with Stantec Engineers, formerly MWH Americas, to plan and design water production and treatment systems. Project plans and specifications were completed in December 2019 with the City advertising the project for bids on January 28, 2020. If the contract is awarded, construction is anticipated to start in May 2020 and last up to 180 working days.

On March 10, 2020, the City received five (5) total bids of which three (3) were responsive for the subject project. The responsive bids ranged between \$1,803,329.15 and \$1,938,189.83. The bids are as follows:

SUMMARY OF RESPONSIVE BIDS	
BIDDER	AMOUNT
<i>Rotschy Inc., Vancouver, WA</i>	<i>\$1,803,239.15</i>
<i>McClure and Sons, Mill Creek, WA</i>	<i>\$1,852,279.58</i>
<i>Clackamas Construction, Boring, OR</i>	<i>\$1,938,189.83</i>
<i>Lee Contractors, Battle Ground, WA</i>	<i>Non-responsive</i>
<i>JH Kelly, Longview, WA</i>	<i>Non-responsive</i>
 <i>Engineers' Estimate with tax</i>	 <i>\$1,626,000.00</i>

Rotschy Inc. has completed projects of similar size and scope in the past and have met the requested supplemental responsible bidder criteria.

Contractor acknowledges the City's desire for Apprenticeship Utilization on this project and is anticipating exceeding the 4% goal.

Request: Award a construction contract for the Water Station 9 Chemical Building project to the lowest responsive and responsible bidder, Rotschy Inc. of Vancouver, WA at their bid price of \$1,803,329.15, which includes Washington State sales tax; authorize the City Manager to take any legal action necessary to enforce the terms of the same.

Tyler Clary, Water Engineering Program Manager, 487-7169

Motion approved the request.

4. Professional service agreement for the Water Station 5 (Devine Road) Reservoir and Pump Station project (RFQ 32-19).

Staff Report 039-20

Summary

Vancouver water facilities are spread out over a 72-square-mile water service area spanning beyond the city limits and serve nearly 260,000 residents. The City owns and operates over a thousand miles of water pipe and eleven water stations that include four ground level reservoirs and five water towers capable of storing approximately 23 million gallons of water. Water Station 5 is located east of I-5 along the north side of East Mill Plain Boulevard and just west of Devine Road, in the Heights Redevelopment District, next to Fire Station 3. Water Station 5 is unique from other water stations in that it includes no water production wells and its main purpose is the storage of 8.75 million gallons of water. Water Station 5 supplies clean

drinking water to customers in two elevation ranges that cover over half of the City's water service area.

The major facilities on the Water Station 5 site are a rectangular shaped concrete ground level water storage reservoir, an elevated steel water tower, and a booster pump station. The ground level reservoir holds 8 million gallons of water, making it the largest reservoir owned and operated by the City. The booster pump station lifts water from the ground level reservoir to an adjacent 129-foot tall 750,000 gallon steel water tower to serve higher elevation customers.

Water storage facilities are deemed critical infrastructure needed to supply water for fire-fighting, consumption, and sanitation as part of normal daily operations as well as in the aftermath of an earthquake. The 8 million gallon reservoir was constructed in 1944. The steel water tower and pump station were constructed in 1955 and 1956 respectively. The aging water facilities were evaluated for seismic resiliency with a study completed in 2015, which found the facilities in need of structural improvements. A cost analysis prepared with the study found the steel water tower could be economically retrofitted with structural improvements for seismic resiliency. The steel water tower was seismically upgraded in 2017. The analysis showed the cost of structural retrofits to the existing ground level reservoir would be significant enough to warrant full replacement. The project to replace the reservoir and pump station has been identified in the City of Vancouver's approved 2015 Comprehensive Water System Plan and further listed in the water utility's Capital Improvement Program.

A conceptual site plan and preliminary design report developed in 2019 shows the site can accommodate two new 4 million gallon circular concrete reservoirs in place of the existing 8 million gallon rectangular reservoir. The two circular concrete reservoirs will be pre-stressed, wire wrapped concrete tanks selected for their seismic resiliency and cost effectiveness. The two proposed 4 million gallon reservoirs will provide system redundancy with the ability to isolate one reservoir at a time for maintenance and not disrupt service to customers. With the finalization of the conceptual site plan, the project is ready to move forward with final design, planning, and permitting.

The City invited professional engineering firms with experience in water reservoir and pump station design to submit statements of qualifications for providing professional services on December 11, 2019. The engineering firm Jacobs submitted a proposal which was evaluated and selected based on their extensive experience with water system reservoir design.

The Professional Service Agreement will provide for Jacobs to design and develop the final plans and specifications for the City to fully replace the reservoir and pump station. In addition, the project design will include backup power to the booster pump station, improve site security, and install

frontage improvements along the Mill Plain corridor in coordination with the Heights Redevelopment District. The scope of work also includes assistance from Jacobs during the construction phase to provide technical support while City construction staff manages the project. Negotiations have refined the scope with Jacobs to that which is in the attached document. The Professional Services Agreement is for the cost of work not to exceed \$3,044,746.00. The project schedule is to complete the design work over the course of the next year to facilitate a bid opening in the spring of 2021 for construction to start later in the summer.

An early estimate for the cost of construction of this project is \$24 million and the City is seeking a federal hazard mitigation assistance grant from FEMA. The grant could be awarded in an amount up to \$10 million to help pay for the seismic improvements, but it is unknown at this time if the project will receive any assistance. If federal funding is received, it will entail additional engineering work to follow federal grant requirements. Approval of this professional service agreement will include allowing City staff to administratively amend the contract in an amount not to exceed 10% of the original contract amount for additional engineering work, if needed.

Request: Authorize the City Manager or his designee to execute a professional services agreement between the City of Vancouver and Jacobs for an estimated amount not to exceed \$3,044,746.00; authorize the City Manager to take any legal action necessary to enforce the terms of the same.

*Tyler Clary, Water Engineering Program Manager, 487-7169;
Michelle Henry, Senior Civil Engineer, 487-7155*

Motion approved the request.

Councilmember Fox stated she did not see anything in the proposed professional services agreement (PSA) that would require the facility to be designed at a higher LEED or other sustainability standard where there are opportunities to do so, such as in the landscaping, roofing or generator.

Mr. Swensen stated that with this PSA, the City is employing the designer of the project, and will take advantage of opportunities to add to the scope the exploration of sustainable design standards where those opportunities exist; however, he explained this particular project does not have a lot of LEED standard opportunities. Part of the scope for the designer will be to coordinate the frontage along Mill Plain Boulevard with the Heights District project, and staff could discuss with the designer whether sustainability standards would make sense in this area.

Councilmember Fox asked whether further iterations of the design for this project will come back before Council before being finalized. Mr Holmes stated that because of the magnitude and significance of this

project, there will be multiple touches with Council throughout the design process. He added that this discussion is consistent with previous conversations with the City Council and direction to staff that as predesign work like this is being done, the City should be pursuing and incorporating sustainable design elements wherever practical. And there may be cost benefits as part of that, and staff can touch base with Council on those points at the time staff brings design benchmarks before Council.

Councilmember Stober reiterated that this Council seems to be much more interested in advancing the City's design standards to be much more energy efficient, and the question is how does the City get there and how can it be looking at every single project and see where improvements can be made.

5. **Washington State Department of Transportation, Aviation Division Grant for Pearson Field**

Staff Report 040-20

A RESOLUTION authorizing the City of Vancouver to apply for a Washington State Department of Transportation, Aviation Division, Airport Aid grant to fund rehabilitation of the taxiway and apron at Pearson Field Airport.

Summary

The City of Vancouver is receiving a grant from the Federal Aviation Administration (FAA) to fund rehabilitation of the taxiway and apron pavement at Pearson Field Airport in 2020. The project includes grinding off the old asphalt, repaving the taxiway, re-striping, new taxiway signage and crack repair and pavement slurry seal of the apron. Total cost of the project is estimated to be \$1,809,096. The FAA grant will pay for 90% of the project. WSDOT Aviation Division has Airport Aid grants that can be used as a 5% match for the project. The City, through the Pearson Field budget, would be responsible for the remaining 5%. The grant application requires a resolution indicating the City Council's authorization to apply for the grant.

Request: Adopt a resolution authorizing the City to apply for the Washington State Department of Transportation, Aviation Division, Airport Aid grant for the rehabilitation of taxiway and apron pavement at Pearson Field.

Guy Lennon, Airport Manager, 487-8619

Motion adopted Resolution M-4062 and approved the request.

6. **Suspension of base business fee and business license surcharge from April 1, 2020, through March 31, 2021**

Staff Report 041-20

AN ORDINANCE regarding the Business License Fee (VMC 5.04.090) and Business License Fee Surcharge (VMC 5.04.095) suspending the business license fee and business license fee surcharge for renewals during the twelve (12) calendar months beginning on April 1, 2020; providing for implementation of such suspension; and providing for an effective date.

Summary

The City of Vancouver requires businesses located in the incorporated city limits to obtain a business license and pay a fee of \$200 per location plus a \$90 per full time employee business license fee surcharge annually. On an annual basis, this revenue source generates approximately \$5.5 million for the City. The fees fund police staffing, increased over the last four years, and transportation programs.

Businesses renew their licenses once annually. Those that have already renewed for 2020 would see their paid fees covering year 2021.

Coronavirus (COVID-19) pandemic has put a strain on Vancouver businesses, and many business have ceased operations to comply with Governor Inslee's orders.

The City would like to provide financial help to the negatively impacted businesses by suspending the business license fee and surcharge for a 12-month period beginning on April 1, 2020.

Vancouver Police Department has staff vacancies due to the normal attrition and will likely generate some savings during the remainder of the year to offset the forgone revenue resulting from suspension of the fees. Transportation will delay projects that were anticipated to be funded by the business license fee surcharge until 2021.

Request: On Monday, April 6, 2020, approve the ordinance on first reading, setting the date of second reading and public hearing for Monday, April 20, 2020.

Natasha Ramras, Chief Financial Officer, 487-8484

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

Motion approved the request.

7. **Approval of Memorandum of Understanding/Interlocal Agreement Leasing Reserve Fire Engine to Clark County Fire District No. 10**

Staff Report 042-20

Summary

On March 30, 2020, one of Clark County Fire District No. 10's fire engines rolled over while responding to a call believed to be a potential COVID-19 case. As a result, that engine is now inoperable and diminishes District 10's ability to respond to fire/EMS calls during this unprecedented time.

The City of Vancouver Fire Department operates a fleet of ten (10) active fire engines with four (4) fire engines in reserve status. These reserve engines are available and are fully operational in the event one of the active engines breaks down or additional engines are needed beyond the active fleet's capabilities. Within the next two weeks, the City of Vancouver will obtain a new fire engine, which will become fully operational and replace one of the engines in the active fleet once the Fire Operations Maintenance crew configure the apparatus to be response ready. It is anticipated the new fire engine will be available and fully operational within two months. At that point, the new engine would replace an engine in the active fleet, and the City would surplus one of its reserve fire engines. Until that happens, however, the City is able to lease one of its reserve engines to District 10 to enable it to remain response ready while not diminishing VFD's ability to respond to calls within the City's jurisdiction. The proposed MOU/Interlocal Agreement would extend only until such time as the City surplused the leased fire engine, at which point District 10 could purchase it from the City.

Request: Authorize the City Manager and/or Fire Chief or designee to execute documents to lease one of the Vancouver Fire Department's reserve fire engines to Clark County Fire District No. 10 until such time as the City designates that engine as surplus.

Doug Koellermeier, Deputy Fire Chief, 487-7218

Motion approved the request.

8. **Approval of Claim Vouchers**

Request: Approve claim vouchers for April 6, 2020.

Motion approved the claim vouchers for April 6, 2020, in the amount of \$20,086,338.86

Old Business:

9. Vancouver COVID-19 Emergency Response and Presentation of Emergency Orders

A RESOLUTION ratifying and confirming Emergency Orders 2020-02, 2020-03, 2020-04, 2020-05, 2020-06, 2020-07 and 2020-08, as issued by the Vancouver City Manager.

Request: Adopt a resolution ratifying Emergency Orders 2020-02, 2020-03, 2020-04, 2020-05, 2020-06, 2020-07 and 2020-08.

Mr. Holmes provided a high-level overview of the emergency declarations at the state and local levels.

Mr. Young provided an overview of the legal and regulatory framework pertaining to the City's emergency orders. He noted there may be a perception that during times of declared emergencies, cities can operate with unlimited power, but that is not the case. There are legal constraints both within City code and state law that guide what authority the City has under such circumstances.

Mr. Holmes summarized the City's operational response to the COVID-19 pandemic, including an update on the City's Emergency Operations Center (EOC), interim leadership assignments, and impact to the City's workforce.

Mr. Holmes then summarized the provisions within each of the emergency orders before Council for ratification.

Councilmember Paulsen thanked the City Manager for the quick and decisive actions he has taken to date to respond to the pandemic.

Following the summary of Emergency Order 2020-04, Councilmember Hansen asked whether drive-through testing will soon be available for first responders. Mr Holmes stated that within the last 48 hours public health officials had confirmed such availability within Clark County; prior to that, first responders had to go to Oregon for this testing. Chief Molina confirmed Clark County locations and stated local agencies are also working with Vancouver Clinic to establish potential testing locations.

Following the summary of Emergency Order 2020-05, Councilmember Lebowsky noted that Governor Inslee had just extended the "Stay Home -Stay Healthy" proclamation through May 4 and asked whether the City's emergency declaration and orders would likewise be extended.

Mr. Holmes explained he is in the process of working with his leadership team on extending some of the City's orders, but given the Governor's extension occurred just a few days before this Council meeting, there had not been time to thoroughly examine which orders should be extended past April 30. He noted that some of the orders the City may not want to or be able to extend further, but he needs to further examine the economic realities and impacts of the orders.

Regarding Emergency Order 2020-07, Mr. Holmes explained the order covers three primary areas: the ability for the Vancouver Farmers Market to re-open in a modified format consistent with the Governor's stay home order; expansion of the City's utility rate assistance programs; and suspension of fees related to business licenses and business license surcharges (BLS). He noted the ordinance Council approved on first reading under the Consent Agenda would extend that suspension for 12 months.

Mayor McEnerny-Ogle asked Council for questions pertaining to the utility assistance and suspension of BLS first, noting there have been a number of questions and concerns raised regarding the Farmers Market. She stated Mr. Boldt was present on the call to help walk Council through those comments.

Councilmember Fox stated she is encouraged the City is doing everything it can to assist small businesses and other business. She stated she fully supports the suspension of the fees.

Councilmember Paulsen stated he appreciates the City Manager's quick and decisive action to first recognize what needed to be done immediately to react in real time to the pandemic, but then as time has moved on to also consider and enact proactive measures, such as the utility ratepayer assistance programs, to do what the City can to lessen the impact to individuals in the community.

Councilmember Lebowsky echoed these statements and stated she supports suspension of the BLS fees, noting the City wants to support small businesses in the community as they make up a vast majority of the businesses in Vancouver. She stated she also had asked the City Manager earlier about police officer hiring and appreciates the City will continue to make every effort to hire officers at this time.

Councilmember Glover stated she is proud the City has been able to move and react quickly to try to find every way it can support businesses.

Councilmember Stober echoed the statements of the other Councilmembers and noted that it took four years for the previous recession to really start to impact City operations, but this time it is happening at an unprecedented rate. At only a month into the pandemic the economy has ground to a halt in a way that took years the last time around.

Councilmember Hansen asked whether the H2O fund to assist utility ratepayers is set up as it has been in the past where ratepayers

would work through Clark Public Utilities (CPU) to determine their eligibility for not only that program but other assistance programs available through CPU to assist with their water and electric bills all in one place. Mr. Holmes confirmed that is the case.

Mr. Holmes then provided an overview of the portion of the emergency order pertaining to the ability to reopen the Vancouver Farmers Market. He explained that under Governor Inslee's order, farmers markets are considered as essential sectors, similar to grocery stores. He stated the Vancouver Farmers Market has been consulting with Clark County Public Health and looking at guidance provided by public health organizations in Oregon and Washington, as well as working with City staff on potential reconfiguration and scaling of what a tightly managed market would look like, keeping in compliance with both the prevention mechanisms identified as well as with the Governor's orders. He explained that this emergency order reflects an authority for the market perceived under a modified operating format: the number of booths would be cut to about one-quarter the normal size of the market, vendors would only be allowed to sell fresh and freshly prepared foods, and there would be secured entrances, social distancing measures in place, and designated pick-up areas.

Mr. Holmes noted that the only reason the City is involved with regulating the farmers market in this way is because the market occurs on publicly owned property, and if it were to occur on private property, the City would not have much say in whether it is open because it falls within the definition of essential services under the Governor's order and would be allowed to proceed with appropriate prevention measures in place.

Mayor McEnerny-Ogle asked if vendors will be required to wear masks and gloves. Mr. Boldt stated vendors on site will be wearing masks, and anyone who interacts with the products at any point in the supply chain will be wearing gloves. At the booths, workers will be sanitizing between all interactions with the public.

Councilmember Fox noted she has been involved in discussions regarding the Farmers Market as the Council's representative to the EOC and has heard various iterations of the modified operations plan over the past few weeks. She asked how the market plans to help customers understand what to expect as far as the limited entrance points when people are used to the market having multiple entrance points. Mr. Boldt explained there will be signage and staff monitoring social distancing. He stated the areas that might be entrance points normally would be roped off to limit access to the designated entry points.

Councilmember Fox asked for more information about donation boxes. Mr. Boldt explained the market contracts with the City to use its employee parking lot to the west of City Hall during weekend market days, and people often will make donations to local food programs to the market staff who work at the entrance to that lot. Given public health guidance about limiting hand-to-hand cash handling, the market would provide a box or something of the like for

people to leave their donations rather than giving them to the parking attendant.

Councilmember Paulsen asked whether the City generates any revenue from the Farmers Market. Mr. Holmes explained it does not, except for a \$14,000 rental fee for use of the parking lot, which is a longstanding contract and not unique to this particular modified iteration of the market.

Councilmember Paulsen asked Mr. Boldt to describe the general landscape right now in Washington as it pertains to what farmers markets look like. Mr. Boldt explained it looks very different and not how people imagine bustling farmers markets. He stated markets are distancing booth spaces, doing staggered entries, pick-up and drop-off areas. He stated he has been in contact with a number of large markets, such as those in San Francisco and New York City, and learning about their experiences and lessons learned.

Councilmember Paulsen asked how soon the Vancouver Farmers Market might be able to implement online ordering for pick-up or delivery from vendors. Mr. Boldt stated the level of online services available from the market's vendors varies greatly with some being able to provide sophisticated online ordering options and others that are not. He stated the market is currently focused on getting the vendors up to speed with online orders and assisting with customers' access to the vendors online. He stated the market is exploring how to better facilitate this. He noted that the market is uniquely set up in a way to service low-income families using SNAP or other food benefits, as well as matching programs. But those programs are legally only in place for use at a physical farmers market, so he is working with the state to figure out how to do that in a better format for people.

Councilmember Paulsen asked Mr. Boldt to elaborate on the collaboration he has had with Clark County Public Health. Mr. Boldt stated the market reached out to Public Health over a month ago to see what standards existed in light of the evolving pandemic. He stated there was not a lot at that time but as things have progressed, the market has worked hand-in-hand with Public Health to develop a modified operations plan. He also noted the market has been working with the Washington Department of Health and Department of Agriculture, stating there is a lot of fear in regards to harvesting, as a lot of product is distributed from California and working with local farmers may become vital to fill the gap if that supply and distribution line is disrupted.

Councilmember Paulsen asked for more information about the matching grants for low-income customers. Mr. Boldt explained the market serviced 1,750 SNAP clients in 2019 who are able to run their cards at the market and then the market provides them with an additional \$10 to spend on food, through a state grant. He noted that many of the market's SNAP customers come from the downtown area to shop.

Councilmember Paulsen asked for more information about social distancing monitoring, particularly in the areas outside of the designated market where

people might start queuing to get in. Mr. Boldt stated it would be set up similarly to grocery stores with markers on the ground for lines. He stated social distancing monitors would encourage people to move through the market in a responsible way, and there would be abundant signage with clear directions and expectations as to customer and vendor behavior .

Councilmember Lebowsky stated the most important issue is health and safety, and she stated she appreciates seeing a detailed plan the market worked on with public health. She asked how the market will communicate to the public that if it opens up under this modified plan, it will not be as a public event meant for leisure and socialization, but as a provider of groceries to people especially in the downtown area. She noted that there may be a digital divide particularly for low-income people, so relying on social media and internet resources alone may not be sufficient. Mr. Boldt stated the market has a lot of ongoing relationships with its customers and with organizations in the community who work with low-income families, and they would be working with those agencies to also help get the word out.

Councilmember Glover commended Mr. Boldt and the market for all of the work they have done leading up to this point to develop a modified operations plan that would allow them to continue to help deliver fresh food to residents. She asked what the feasibility would be of market staff orchestrating online ordering. Mr. Boldt stated there are a lot of logistical challenges with that, but the market is working on offering increasingly better solutions, as well as looking at potential private and public partners and grants that might help them better facilitate something like that.

Councilmember Stober stated this discussion illustrates the need for Clark County to protect and preserve as many local farmers as possible because the next emergency might be a natural disaster that abruptly cuts off that supply chain. He stated a vast majority of concerns he has heard about the Farmers Market relates to people being too close to one another and he asked if there are other locations, such as the City's west parking lot, where the market could be located under this modified plan. Mr. Boldt stated there is a whole set of issues with moving a market, but as far as the space along the street, he stated the space between vendors is significantly wider than an average grocery store aisle. He stated he has also seen attendance numbers at markets in Portland significantly drop. He stated he does not know that another location would provide for more space than what is already provided for, but an alternate location is not off the table.

Councilmember Stober noted the difference between the market and a grocery store is a grocery store is not located underneath someone's home, as the market is for some residents living in buildings downtown, and people go to a store and then can leave. He stated he is concerned with the location along Esther Street and thinks a different location would be safer.

Councilmember Stober also asked for clarification as to what kinds of foods would be allowed. Mr. Boldt stated hot food packaged to go would not be acceptable under the market's guidelines, only foods for at-home consumption will be allowed.

Councilmember Hansen asked the City Attorney what authority the City has as far as keeping the market closed. Mr. Young stated the City's authority is limited as to whether or not the market is allowed to use a public forum, like City right-of-way, and if so, under what circumstances it can be opened. The City cannot outright prohibit the market from opening on property not owned by the City.

Mayor McEnerny-Ogle asked how market staff would monitor physical distancing and how they would be identified by patrons. Mr. Boldt stated the market staff will be wearing identification, and he said they are comfortable with enforcing rules and guidelines on a normal basis, noting this will be arduous in a different way but he is confident in the market staff's abilities. He also stated each vendor would have an employee assigned to monitoring the safety and distancing guidelines.

Mayor McEnerny-Ogle asked when the market was targeting to reopen. Mr. Boldt stated it will depend on the City's decisions. He stated the market serves in partnership with the City and it is the market's intention to work with the City and ensure that when the market reopens, everyone is comfortable and on board with the operations plan.

Mr. Young clarified that if the Council ratifies this emergency order, it would allow the market to reopen provided that two factors are met. First, a modified operations plan would have to be in place for the City to issue an operating permit. Second, the City would need to issue a fire life safety permit. A Council vote to ratify this order puts in place a pathway for that two-step process to occur. At Council's discretion, there could be additional touches before the Council on the operations prior to either permit being issued.

Mr. Holmes then summarized Emergency Order 2020-08.

Regarding the requirement that inspection staff wear personal protective equipment when entering a home, Mayor McEnerny-Ogle asked if that has to be medical grade equipment. Mr. Holmes stated additional guidance on that is under development, but the initial thought is it would not be medical grade equipment, but fresh or previously unused equipment, so as to not further strain the supplies needed by medical personnel.

Regarding the limitations on foreclosures and on evictions, Councilmember Stober asked whether the Council wants to go further and also prohibit property owners from charging late fees to tenants who miss payments. He stated Mr. Young has advised not go down that road, as he believes the City is pre-empted by state law on this matter and such action could put the City at risk for litigation. At the same time, he said a number of other Washington jurisdictions have taken similar actions and it is worth the discussion.

Councilmember Fox stated she has noticed a lot of confusion about what can and cannot happen between landlords and tenants, so she supports getting more information out to the public to help lessen the confusion and fear. But she said she is not inclined to direct staff to put together any sort of action

where the City does not have any real implementation power or where it does not have an effect on the situation at hand

Councilmember Paulsen stated this is first and foremost a public health crisis, which needs to be addressed first, and then the City can consider the economic impacts. He stated he supports moving forward with what the City Manager had ordered, knowing in all likelihood that the impact to tenants will not end on April 30 when this order would expire. He stated he would be open to something broader down the road if necessary, but he is comfortable with the current version of the order.

Councilmember Lebowsky stated she would be supportive of Councilmember Stober's proposal but questioned how it could be implemented and asked if there was case law on this issue. Mr. Young stated there is not much case law about this as these kinds of emergencies happen so rarely. He stated the issue here is one of legal liability from a taking standpoint, and also a question of equity. He stated that when the government has substantially deprived a property owner of the value of their property, that constitutes a taking, and the government is responsible. This could also involve months or years of litigation in order to resolve the question of how much rent the City has forgiven. In addition, property owners have a reasonable expectation of making an income off of their rental properties. Additionally, he stated there is a more practical question of whether such a locally imposed action would actually accomplish anything given that the local courts are not hearing any non-emergency civil matters through April 24, and there is a proclamation from the Governor placing a moratorium on residential evictions.

Councilmember Glover stated she concurs with Councilmember Fox and agrees these emergency orders have established a strong foundation, acknowledging that the landscape will likely look much different within two weeks. She stated she is comfortable moving forward with the emergency orders as presented.

Councilmember Hansen stated he agrees with Councilmember Paulsen, and supports the City Manager's orders and re-evaluating the situation in two weeks when the Council meets again.

Councilmember Paulsen noted the Council had made several suggestions regarding the Farmers Market operations and requesting further Council review before permits are issued. He asked if additional action is needed to ensure that occurs. Mr. Holmes stated additional action is not necessary. He said the Council discussion has been clear that the Vancouver Farmers Market is an essential service under the Governor's order, there are potential modifications the Council would like staff to explore with the market, and he can report back to Council on April 20 the results of that. He stated all of this can occur within the emergency order as it stands.

Motion by Councilmember Fox, seconded by Councilmember Stober, and carried unanimously to adopt Resolution M-4063 ratifying Emergency Orders 2020-02, 2020-03, 2020-04, 2020-05, 2020-06, 2020-07 and 2020-08.

Communications

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

Adjournment

9:28 p.m.

Anne McEnery-Ogle, Mayor

Attest:

Natasha Ramras, City Clerk

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



Staff Report 043-20

TO: Mayor and City Council

FROM: Eric Holmes, City Manager

DATE: 4/20/2020

SUBJECT Approval of an Extension and Increase to an Existing Contract with Gordon Truck Centers 01513

Key Points

- The City initially contracted with Gordon Truck Centers doing business as Freightliner Northwest through the Washington State Contract #01513 for the purchase of heavy duty truck chassis, parts, and accessories for various replacements.
- Purchases from this contract will exceed the City's purchasing \$300,000 threshold.
- Council has previously approved purchasing authority up to a maximum of \$2,000,000 over the life of the contract over several years. The term of the current contract expires in July of 2020.
- Equipment Services is requesting approval to extend the contract for one additional year and increase the maximum contractual threshold by \$300,000 through the end of the contract. The State of Washington's Department of Enterprise Services' contract with Gordon Truck Centers allows for a one-year extension through June 13, 2021.
- All other terms and conditions of the underlying contract would remain the same.
- The original contract was competitively bid and conforms to the bidding requirements set forth by the State of Washington.

Strategic Plan Alignment

N/A

Present Situation

The City uses State of Washington contract #01513 with Gordon Truck Centers doing business as Freightliner Northwest for purchase of heavy duty truck chassis, parts, and accessories for various replacements.

Equipment Services would like authorization to extend the contract term by an additional year beyond the current expiration date of 6/13/2020 and to increase the not-to-exceed threshold of the contract by \$300,000.

The City will only make high priority purchases under this contract, in light of the current budget

situation.

Advantage(s)

1. Currently, the City purchases heavy duty truck chassis, parts, and accessories through the State of Washington contract that matches the current City standard.
2. The vendor covered under this contract has continuously provided high quality, dependable equipment and service that help maintain uniformity in the City fleet and the operational needs of multiple City maintenance departments.
3. The approval for continued use of this contract will enable Equipment Services to order the required fleet replacement equipment while taking advantage of the Washington State contract's competitive pricing.

Disadvantage(s)

None

Budget Impact

None. The City will utilize the contract on high priority essential equipment purchases and will likely stay well below the currently authorized budget for vehicle purchases in 2020.

Prior Council Review

Staff Report No. 016-18 on 02/12/2018.

Action Requested

Authorize a one year extension of the contract and an increase to the maximum authorized amount under the Washington State Contract #01513 with Gordon Truck Centers doing business as Freightliner Northwest of Pacific, Washington.

Dan Zenger, Equipment Services Manager, 487-8205

ATTACHMENTS:

- ▣ State contract documents
- ▣ State contract documents
- ▣ Segment A information
- ▣ Segment B information

1 CONTRACT INFORMATION, 01513, Various Cab & Chassis

1.1 INCORPORATED DOCUMENTS AND ORDER OF PRECEDENCE

A Bid submitted to this IFB is an offer to Contract with DES.

A Bid becomes a Contract only when awarded and accepted in writing by DES on the [Authorized Offer & Contract Signature Page](#) and upon notice or copy of which is communicated back to the apparent successful bidder.

The documents listed below are, by this reference, incorporated into a Contract resulting from this IFB as though fully set forth herein. No other statements or representations, written or oral, shall be deemed a part of the Contract.

- a. The IFB
- b. The awarded Vendor/Contractor's Bid
- c. All Appendices
- d. IFB Amendments (if any)
- e. Award Letter (if any)

In the event of a conflict in such terms, or between the terms and any applicable statute or rule, the inconsistency will be resolved by giving precedence in the following order:

- a. Applicable Federal and state of Washington statutes and regulations
- b. Mutually agreed written Amendments to the resulting Contract
- c. The Contract, including all documents incorporated in the subsection immediately above.

Conflict: To the extent possible, the terms of the Contract shall be read consistently.

Conformity: If any provision of the Contract violates any Federal or state of Washington statute or rule of law, it is considered modified to conform to that statute or rule of law.

1.2 PARTIES

This Contract is entered into by and between the state of Washington, acting by and through DES and the awarded Contractor with the parties more fully described in the Authorized Offer and Contract Signature Page below.

1.3 AUTHORITY TO BIND

The signatories to this Contract represent that they have the authority to bind their respective organizations to this Contract.

1.4 COUNTERPARTS

This Contract may be executed in counterparts or in duplicate originals. Each counterpart or each duplicate will be deemed an original copy of this Contract signed by each party, for all purposes.

1.5 SALES & SUBCONTRACTOR REPORT

The Contractor shall provide a Sales and Subcontractor Report to DES on a quarterly basis in the electronic format provided by DES at: <https://fortress.wa.gov/ga/apps/CSR/Login.aspx>.

Reports must be submitted electronically within thirty (30) days after the end of the calendar quarter, i.e., no later than April 30th, July 31st, October 31st and January 31st.

1.6 MANAGEMENT FEE

Contractor shall pay the Department of Enterprise Services (DES) a fee equal to 0.74% of the total invoice price, less any taxes, returns, credits, or adjustments, of all sales ("Total Net Sales") under this Contract ("Management Fee"). Contractor shall hold the Management Fee in trust for DES until such fees are remitted to DES.

The Management Fee will be included in Contractor's pricing, as set forth in the contract (including all amendments), and will not be included as a separate line item on any invoice submitted to a Purchaser.

DES may, at its sole discretion, increase, decrease, or eliminate the Management Fee upon thirty (30) days written notice to Contractor. Any decrease to or elimination of the Management Fee, shall be reflected in contract pricing commensurate with the adjustment. DES reserves the right to negotiate contract pricing with the Contractor when the Management Fee adjustment results in an increase to contract prices.

Contractor will provide DES with a Sales Report detailing Total Net Sales for the preceding quarter ("Sales Report") according to the schedule listed below, in accordance with the Sales & Subcontractors Report section of the contract. DES will send an invoice each quarter, based on the Sales Report within thirty (30) days after receiving the Usage Report. Payment of the Management Fee is due within thirty (30) days of Contractor's receipt of such invoice from DES.

The state reserves the right to audit, or have a designated third party audit, applicable records to ensure that the state has been properly invoiced and all Management Fees have been paid. Failure to accurately report Total Net Sales, to submit a timely Sales Report, or remit timely payment of the Management Fee, may be cause for contract termination, the charging of interest or penalties, or the exercise of other remedies provided by law.

Management Fee payment must reference the Contract number, Work Request Number (if applicable) and the year and quarter for which the Management Fee is being remitted. All payments must be sent to:

Name:	State of Washington, Dept. of Enterprise Services Finance Dept
Address:	1500 Jefferson Street Mail Stop 41460 Olympia WA 98501
Additional:	Contract #: _____, Quarter/Year: _____

Schedule:

Contractor will provide Management Fees and Usage Reports quarterly, per the following schedule:

FOR ACTIVITY IN THESE MONTHS:	USAGE REPORTS DUE	FEES DUE
January, February and March	April 30 th of same year	June 30 th of same year
April, May and June	July 31 st of same year	September 30 th of same year
July, August and September	October 31 st of same year	December 30 th of same year
October, November and December	January 31 st of following calendar year	March 31 st of following calendar year

1.7 PRICE ADJUSTMENTS**Firm and Fixed Period**

Pricing will remain firm and fixed for 180 days following Award of the Contract, and then on a pass through basis only that does not produce a higher profit margin for Contractor than that established by the original Contract pricing.

Price Protection

The Contract prices are the maximum prices the Contractor may charge.

If lower pricing for similar quantities becomes effective for the Contractor, Purchasers must be given immediate benefit of such lower pricing. The Contractor may also offer volume and promotional discounts.

Contractor agrees all the prices, terms, warranties, and benefits provided in this Contract are comparable to or better than the terms presently being offered by the Contractor to any other governmental entity purchasing similar quantities under similar terms. If, during the term of this Contract, the Contractor enters into Contracts with other governmental entities providing greater benefits or more favorable terms than those provided by this Contract, the Contractor is obligated to provide the same to Purchasers for subsequent purchases, and DES will be notified of changes in Contract pricing.

Price Increases

The Contractor may propose price increases by written notice to the Contract Administrator at least 90 days prior to the expiration date of the current term of the Contract. Price increases are to be on a pass-through basis only and shall not produce a higher profit margin for the Contractor than that established by original Contract pricing. Requests must include supporting documentation such as price increases at the Manufacturer's level and/or other documentation of cost increases.

Consideration of price increases shall be at the sole discretion of the Contract Administrator. If a price increase is approved, in-part or in-full, the resulting new Contract pricing will be implemented through a Contract Amendment and will remain unchanged for at least 180 calendar days thereafter.

Contract Extensions and Price Adjustments

Contractors may not make Contract extensions contingent on price adjustments.

1.8 MISCELLANEOUS EXPENSES

Since expenses related to day-to-day Contract performance (including but not limited to, travel, lodging, meals, and incidentals) will not be reimbursed to the Contractor, hourly rates proposed by the Bidder must include these costs.

APPENDICES

Reminder: By responding to this IFB, a Bidder acknowledges reading, understanding, and accepting all information contained within the entire IFB without modification.

Competitive Procurement Standards	 Competitive Procurement Standards
Special Terms and Conditions	 CAB & Chassis Special Terms and Conditions
Technical Requirements.....	 Cab & Chassis Technical Requirements
Supplier Specification Confirmation Sheet	 CAB & Chassis Supplier Specification
Price Worksheet.....	 CAB & Chassis Price Sheet.doc
Bidder Profile	 CAB & Chassis Bidder Profile.doc
Complaint, Debrief and Protest Procedures	 Complaint, Debrief and Protest Procedures
Amendments.....	 Contract #01513, Amendments.docx

CERTIFICATIONS & ASSURANCES

We make the following certifications and assurances as a required element of submitting this Bid, affirming the truthfulness of the facts declared here and acknowledging that the continuing compliance with these statements and all requirements of the IFB are conditions precedent to the award or continuation of the resulting Contract.

1. We have read, understand, and agree to abide by all information contained in the IFB, all Appendices, and incorporated documents.
2. The prices in this Bid have been arrived at independently, without engaging in collusion, bid rigging, or any other illegal activity, and without for the purpose of restricting competition any consultation, communication, or agreement with any other Bidder or competitor relating to (i) those prices, (ii) the intention to submit an offer, or (iii) the methods or factors used to calculate the prices offered. The prices in this Bid have not been and will not be knowingly disclosed by the Bidder, directly or indirectly, to any other Bidder or competitor before Contract award unless otherwise required by law. No attempt has been made or will be made by the Bidder to induce any other concern to submit or not to submit an offer for the purpose of restricting competition. However, we may freely join with other persons or organizations for the purpose of presenting a Bid.
3. The attached Bid is a firm offer for a period of 90 days following the Bid Due Date specified in the IFB, and it may be accepted by DES without further negotiation (except where obviously required by lack of certainty in key terms) at any time within the 90-day period. In the case of a protest, our Bid will remain valid for 90 days or until the protest and any related court action is resolved, whichever is later.
4. In preparing this Bid, we have not been assisted by any current or former employee of the state of Washington whose duties relate (or did relate) to the state's IFB, or prospective Contract, and who was assisting in other than his or her official, public capacity. Neither does such a person nor any member of his or her immediate family have any financial interest in the outcome of this Bid. (Any exceptions to these assurances are described in full detail on a separate page and attached to this document.)
5. We understand that the state will not reimburse us for any costs incurred in the preparation of this Bid. All Bids become the property of the state, and we claim no proprietary right to the ideas, writings, items or samples unless so stated in the Bid. Submittal of the attached Bid constitutes an acceptance of the evaluation criteria and an agreement to abide by the procedures and all other administrative requirements described in the IFB.
6. We understand that any Contract awarded as a result of this Bid will incorporate all IFB requirements. Submittal of a Bid and execution of this Certifications and Assurances document certify our willingness to comply with the Contract terms and conditions appearing in the IFB, all Appendices, and incorporated documents if selected as a Contractor. It is further understood that our standard Contract will not be allowed as a replacement for the terms and conditions appearing in the IFB, all Appendices, and incorporated documents of this IFB.
7. By submitting this Bid, Bidder hereby offers to furnish materials, supplies, services and/or equipment in compliance with all terms, conditions, and specifications contained in this IFB.
8. We are not submitting any exceptions.

AUTHORIZED OFFER & CONTRACT SIGNATURE PAGE

In submitting this Bid, the Authorized Signatory below acknowledges having read and understood the entire IFB and agrees to comply with its terms and conditions including the [Certifications and Assurances](#). The Authorized Signatory also agrees to fulfill the offer made in this Bid and any subsequently awarded Contract.

In witness whereof, the parties hereto, having read this Contract in its entirety, including all attachments, do agree in each and every particular and have thus set their hands hereunto.

For DES use Only:

This Contract is effective upon final DES signature.

This is an Award for:

APPROVED (DES)

Department of Enterprise Services
1500 Jefferson Street SE
PO Box 41411
Olympia, WA 98501

Washington State Department of Enterprise Services

Signature _____ Date _____

Typed or Printed Name, Title _____

Manager Signature (if applicable) _____ Date _____

Manager's Typed or Printed Name, Title _____

CONTACT INFORMATION

Contact: Steve Jenkins
Title: Contracts Specialist
Phone: 360-407-9415
Fax: 360-586-2426
Email: steve.jenkins@des.wa.gov

APPROVED (VENDOR/CONTRACTOR)

Bidder's Company Name & Address _____

X

Signature _____ Date _____

Typed or Printed Name, Title _____

CONTACT INFORMATION

Contact: _____
Title: _____
Phone: _____
Fax: _____
Email: _____

Contract Amendments, 2015



Contract Amendments, 2016

 RWC2016,07.pdf	 VF2016,09.pdf
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Contract 01513, Various Cab & Chassis Contact, Ordering and Pricing Information

Segment A

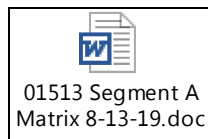
WSDOT Specifications
Available for all customers

RWC International LTD

&

Freightliner NW (Gordon Truck Centers))

Click on embedded document below for Vendor information and pricing.



MCC Contact Information

Customer Service	
Phone Number:	(360) 902-7400
Fax Number:	(360) 586-4944
Email:	csmail@des.wa.gov

Contract 01513, Various Cab & Chassis Contact, Ordering and Pricing Information

Segment B

Tacoma Public Utility (TPU) Specifications
Available for all customer

RWC International LTD

Freightliner NW (Gordon Truck Centers)

Western Peterbilt

TEC Equipment(Volvo)

Click on embedded document below for Vendor information and pricing.



MCC Contact Information

Contract Specialist:	Customer Service	
Phone Number:	Phone Number:	(360) 902-7400
Fax Number:	Fax Number:	(360) 586-4944
Email:	Email:	csmail@des.wa.gov

Segment A Contact, Ordering and Pricing Information

Awarded Vendor

Contractor:	RWC International, LTD
Contact:	Robert Murray
Phone:	253-272-8401, Cell: 360-6357976, toll Free: 800-654-5850
Fax:	253-383-4281
Email:	rmurray@rwcgroup.com.
Federal ID No.:	
Mailing Address:	P.O. Box 1196 Tacoma, WA 98401
Order Placement, & Payment Address:	P.O. Box 1196 Tacoma, WA 98401
Ordering procedures:	Contact Robert Murray at 253-272-8401, or Toll Free: 800-654-5850 or by email at rmurray@rwcgroup.com
Credit card acceptance:	No
Delivery time:	90-150 calendar days After Receipt of Order (ARO) 90-180 calendar days After Receipt of Order (ARO) for 10 or more units
Payment terms:	Net 30
Additional Payment Language	If a customer requests RWC International, LTD to ship the chassis to a body dealer, the customer will be invoiced when the chassis arrives at the body dealer and is <u>still</u> responsible for payment of the chassis within 30 days of invoice.
Additional Inspection Language	If inspections are required by the customer, and RWC International, LTD is requested to send the chassis to a body dealer, the customer will need arrange an inspection with the body dealer or have a representative present at the time of inspection. RWC International, LTD is still responsible for meeting the Contract terms.
Freight:	F.O.B. Destination Freight Pre-paid & Included There may be an additional charge for Delivery. See the Additions/Deduction Section.
Non Listed Parts, Accessories & Equipment Discount :	33% discount

Segment A Contact, Ordering and Pricing Information

Req. Item	Description	Unit	Unit Price
1.	Cab & Chassis – 25,000 GVW 4x2 w/ Automatic Transmission Refer to, Technical Requirements Segment A. <u>Manufacturer/Model:</u> Navistar / International 4000 Series	EA	\$75,355.13

Additions/ Deductions to Base Price:

Item	Description	Price
1.	To curtail manufacturing errors prior to delivery, the successful bidder shall arrange and fully fund a three (3) day factory pilot inspection for two WSDOT representatives to review one of the completed chassis. Funded expenses are to include coach class round trip air fare, ground transportation originating and terminating at the airport, 2 nights lodging, and meals.	\$4,500.00
2.	Air Ride Suspension	\$1,903.00
3.	Various wheelbase and cab to axle configurations	OVER 175” \$383.00
4.	Power Windows, Door Locks	STD CAB: \$299.00, CREW CAB: \$598.00
5.	Provide option pricing for various Horse Power engines within these ranges. Engine a. 250 HP <u>660TQ</u> b. 290 HP <u>860 TQ</u> c. 310 HP <u>Provided as Std</u>	a. \$-1,240.00 b. \$-200.00
6.	Set Back Front axle.	CHASSIS PROVIDED IN ONE CONFIGURATION
7.	Extended Cab and Crew cab configurations.	EXTD CAB: \$2,185.00 CREW CAB: \$6,250.00

Segment A Contact, Ordering and Pricing Information

8.	Dual 50 gallon Fuel tanks.	\$890.00
9.	Deduct amount for the manufacturers' standard white paint.	N/C
10.	Delete WSDOT radio effects	\$-345.00
11.	13 speed Fuller Ultra Shift	NOT AVAILABLE
12.	Delete Trailer Connections	\$-299.00
13.	Add for an exterior Sun Visor	185.00
14.	Cloth seats	\$85.00
15.	Delete backup alarm	\$-78.00
16.	Delivery to Spokane	\$685.00
17.	Delivery to Yakima	\$575.00
18.	Delivery to Wenatchee	\$575.00
19.	Delivery to Vancouver	\$325.00
20.	Delivery to Olympia	\$175.00
21.	Delivery to Seattle	\$175.00
22.	Stationary passenger seat.	\$-122.00
23.	60/40 bend seat	\$75.00
24.	Additional 6 position switch panel to include chassis programmable control box.	\$460.00
25.	A metal battery box cover in lieu of the non metallic box cover.	N/A
26.	Electric Trailer brakes to include a seven wire plug at the rear of the chassis	\$825.00
27.	Add for Aluminum Air Tanks	\$425.00
28.	Deduct for engine and transmission diagnostic equipment	ENGINE:\$-500.00 TRANS:\$-250.00
29.	A battery combination of 2750 CCA capability in lieu of the 2200 CCA	INTERNATIONAL / EXIDE \$226.00
30.	Eaton Fuller Hybrid drive unit with E/PTO capability <u>ENGINEERING APPROVAL REQ</u>	\$55,800.00

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Segment A Contact, Ordering and Pricing Information

ADDITIONAL OPTIONS A-820		
ITEM #	DESCRIPTION	PRICE
31	TWO FRONT TOW HOOKS	\$60.00
32	CHROME TIP OUT	\$85.00
33	ENGINE BRAKE	\$1,340.00
34	DRIVER CONTROLLED DIFF LOCK	\$425.00
35	FRONT AXLE OPTIONS	
	A. 10k	\$410.00
	B. 12K	\$839.00
	C. 14K	\$1,240.00
36	REAR AXLE OPTIONS: RESTRICTIONS APPLY	
	A. 19K	\$1,250.00
	B. 21K	\$1,420.00
	C. 23K	\$2,085.00
	D. 26K	\$3,940.00
37	"C" CHANNEL REINFORCEMENT:RESTR APPLY	\$1,420.00
38	CHASSIS with Tapered Frame Rails	\$1,675.00
39	.312" 120k FRAME: REQ #38	\$995.00
40	.433" 120K FRAME: REQ #38	\$1,030.00
41	BOLT ON FRONT FRAME EXTENSION: REST APPLY	\$345.00
42	320 AMP ALTERNATOR	\$1,228.00
43	E-COATED SINGLE FRAME RAILS	\$850.00
44	E-COATED REINFORCED FRAME RAILS	\$1,700.00
45	BODY CONFIGURATION OPTIONS	
	A. REMOTE ENGINE CONTROL	\$89.00
	B. REMOTE START & STOP	\$478.00
	C. PTO CONTROLS	\$98.00
	D. BOOM & OUTRIGGER WARNING	\$93.00
	E. AUTO NEUTRAL : RESTRICTIONS APPLY	\$104.00
46	HYDRAULIC BRAKES: RESTRICTIONS APPLY	-\$928.00
47	HORIZONTAL EXHAUST: RESTRICTIONS APPLY	-\$148.00
48	MANUAL TRANSMISSIONS: RESTRICTIONS APPLY	
	A. 10 SP FULLER	-\$3,208.00
	B. 6 SPD FULLER	-\$3,220.00
49	Pre Trip Inspection (08WPZ)	\$34.00
50	Look Down Convex Mirror (16SDG)	\$145.00
51	WINDSHIELD WIPER SPD CONTROL Force Wipers to Slowest Intermittent Speed When Park Brake Set and Wipers Left on for a Predetermined Time (08WGL)	\$21.00

Segment A Contact, Ordering and Pricing Information

52	ALARM, PARKING BRAKE Electric Horn Sounds in Repetitive Manner When Vehicle Park Brake is "NOT" Set, With Ignition "OFF" and any Door Opened (08WXD)	\$34.00
53	Headlights (Low beam) and tail lights will automatically turn on with activation of the windshield wiper switch, to provide increased visability during inclement weather. (08WRB)	\$18.00
	ADDITIONAL OPTIONS A-820	
54	Brake Lights on with Engine Brake (08VTV)	\$25.00
55	PTO Hour Meter to Track PTO Operation (16WLM)	\$61.00
56	Air Disc brakes front 22.5 Diam Includes 20" Sq In chambers and rear 22.5 Diam includes 18/24" Sq In chambers.	\$2100.00
	** ALL OPTIONS SUBJECT TO ENGINEERING APPROVAL, APPLICATION AND OPTION COMBINATION RESTRICTIONS**	

Req.A2:C34	Description	Unit
Item		Price
1.	Cab & Chassis DayCab - 25,500 GVW 4x2 w/ Automatic Transmission Refer to, Technical Requirements Segment A1-CV <u>Manufacturer/Model:</u> Navistar / International CV Series	\$50,650.00
	Additions/ Deductions to Base Price:	
Item	Description	Price
1.	4X4 Optional Standard DayCab 23K GVW	\$3,647.00
2.	CrewCab	\$3,975.00
3.	Various wheelbase and cab to axle configurations	NC
4.	Tow Hooks	\$84.00
5.	Front Bumper Contoured Steel Chrome	\$207.00
6.	Bumper EXT 4.0"	\$50.00
7	Skid Plate for 4X4	\$300.00
8	Driveline " Pro Shaft " ProShaft guard	\$80.00

Segment A Contact, Ordering and Pricing Information

9	Exhaust Manual REGEN Capability	\$250.00
10	Jump Star stud REMOTE Mounted	\$168.00
11	POWER Inverter 12V to 110V AC	\$125.00
12	DeFroster Rear window	\$175.00
13	Fog Lights (2) Clear	\$185.00
14	Trailer Brake CONTROL	\$270.00
15	Trailer Connection Socket	\$94.00
16	Work light switch	\$66.00
17	Camera System "Rear View"	\$415.00
18	Back Up Alarm	\$120.00
19	Chrome Grill	\$195.00
20	Bug Screen Behind Grill	\$131.00
21	Radiator Stone Guard	\$50.00
22	Tool Kit RIM WRENCH & Handle	\$69.00
23	SNOW Plow Prep Package 10WWS	\$400.00
24	Rear Axle Lube synthetic	\$92.00
25	Air Suspension 4X2 only 15,500 LB	\$1,950.00
26	DRIVER CONTROLLED DIFF LOCK	\$1,124.00
27	Air Suspension, Pressure Realize Value	\$163.00
28	FUEL TANK 40 Gal + 25 Gallon	\$859.00
29	Heater Hose Silicone	\$78.00
30	Heater Hose, Hose Clamps " Breeze "	\$25.00
31	Access Steps, Bright Finished Aluminum	\$200.00
32	Keyless ENTRY System	\$175.00
33	Polished Aluminum Wheels	\$1,275.00

**** ALL OPTIONS SUBJECT TO ENGINEERING APPROVAL,
APPLICATION AND OPTION COMBINATION
RESTRICTIONS****

Segment A Contact, Ordering and Pricing Information

Req. Item	Description	Unit	Unit Price
2.	Dump Truck Cab & Chassis – 38,000 GVW 4x2 Refer to Technical Requirements Segment A. <u>Manufacturer/Model:</u> Navistar / International 7000 Series	EA	\$91,915.13

Additions/ Deductions to Base Price:

Item	Description	Price
1.	To curtail manufacturing errors prior to delivery, the successful bidder shall arrange and fully fund a three (3) day factory pilot inspection for two WSDOT representatives to review one of the completed chassis. Funded expenses are to include coach class round trip air fair, ground transportation originating and terminating at the airport, 2 nights lodging, and meals.	\$4,500.00
2.	Air Ride Suspension	\$1903.00
3.	Various wheelbase and cab to axle configurations	120 CA + \$583.00
4.	A 24-inch under body plow clearance package with a clean CA.	TO BE DETERMINED
5.	Left and Right side additional suspension capacity for wing plows.	\$620.00 EACH
6.	Twelve, (12) fourteen, (14) sixteen (16) and twenty (20) thousand pound front axles with corresponding suspension and tires.	12K: \$-840.00 14K: \$-610.00 16K: \$-240.00 20K: \$880.00
	Optional rear suspensions.	NOT AVAILABLE

Segment A Contact, Ordering and Pricing Information

	a. Hendrickson HN suspension b. HS Chalmers suspensions. c. HMX suspension	WITH 606 - 4X2 CONFIGURATI ON
	d. 23K Air Suspension	HENDRICKSO N: \$1,903.00
7.	Power Windows, Door Locks	STD CAB: \$299.00 CC: \$598.00
8.	Provide option pricing for various Horse Power engines within these ranges. Engine a. 390 HP 1450 Torque _____ b. 400 HP 1550 Torque <u>410 HP 1450 TQ</u> c. 425 HP 1700 Torque <u>430HP 1550TQ</u>	a. \$224.00 b. \$1,614.00 c. \$2,179.00
9.	Delete front frame extension	\$-232.00
10.	Set Back Front axle.	N/C
11.	7/16 Frame Rail	\$-215.00
12.	Aluminum Wheels	FR. \$249.00 RR \$583.00
13.	Extended Cab and Crew cab configurations.	EC: \$2,185.00 CC. \$6,680.00
14.	Dual 70 gallon Fuel tanks.	\$656.00 RESTRICTION S APPLY
15.	100 Gallon fuel tank	\$295.00
16.	Deduct amount for the manufacturers' standard white paint.	NC
17.	Delete WSDOT radio effects	\$-345.00
18.	18 speed Fuller Ultra Shift	\$12,855.00
18A	18 speed Fuller Ultra Shift MXP Transmission	\$8,671.00
19.	RDSP 4500 six speed Allison Automatic w/Temp gauge and t-Handle shift. The Transmission ECM must be mounted inside the cab and accessible.	\$17,975.00
20.	Delete Trailer Connections	\$-299.00
21.	Add for an exterior Sun Visor	\$185.00
22.	Delete WSDOT battery configuration	\$-32.00
23.	Cloth seats	\$75.00

Segment A Contact, Ordering and Pricing Information

24.	Add HD Rock Guard	\$220.00
25.	Add Siped tires	\$75.00 PER TIRE
26.	Delete snow plow headlight wiring	\$-30.00
27.	Delete backup alarm	\$-78.00
28.	Delete dash mounted shift light	\$-25.00
29.	Delete dash mounted low hyd. oil light	\$-25.00
30.	Delivery to Spokane	\$685.00
31.	Delivery to Yakima	\$575.00
32.	Delivery to Wenatchee	\$575.00
33.	Delivery to Vancouver	\$325.00
34.	Delivery to Olympia	\$175.00
35.	Delivery to Seattle	\$175.00
36.	Stationary passenger seat.	\$85.00
37.	Automatic Transmission retarder	\$6,895.00 REQ #19
38.	Delete switchable air intake	\$-95.00
39.	Additional 6 position switch panel to include chassis programmable control box.	\$460.00
40.	Left side battery box location.	\$125.00 RESTR APPLY
41.	A 13,500 pound steerable Lift Axle w/Steel wheels and 22.5 low profile tirers	\$10,850.00 RESTR APPLY
42.	A metal battery box cover in lieu of the non metallic box cover.	ALUM: \$146.00 SS: \$335.00
43.	Electric Trailer brakes to include a seven wire plug at the rear of the chassis	\$850.00
44.	Deduct for Steel Air Tanks	\$-155.00
45.	Deduct for engine and transmission diagnostic equipment	ENGINE ONLY: \$-500.00
46.	A battery combination of 2750 CCA capability in lieu of the 2200 CCA	INTERNATIONAL / EXIDE BRAND - NC
47.	18,000 pound front drive axle with front axle engagement light and double acting shocks. (Wheel base and CA to be determined by the manufacturer) (4X4 option)	\$49,693.00 RESTR APPLY
48.	Other 4X4 options and configurations	SEE ADDITIONAL OPTION SHEET

Segment A Contact, Ordering and Pricing Information

ADDITIONAL OPTIONS A-606		
ITEM #	DESCRIPTION	PRICE
49	Two Front Tow Hooks	\$60.00
50	Chrome Tip Out	\$85.00
51	Rear Axle Options: Restrictions Apply	
	A. 21k With 23.5k Susp + Aux	-\$420.00
	B. 23k - 2 Speed With 31k Susp + Aux	\$740.00
	C. 26k	\$1,351.00
52	Optional Alternator	
	320 Amp	\$887.00
	185 Amp	\$161.00
	200 Amp	\$320.00
53	E-Coated Single Frame Rails	\$850.00
54	E-Coated Reinforced Frame Rails	\$1,700.00
55	Body Configuration Options	
	A. Remote Engine Control	\$89.00
	B. Remote Start & Stop	\$478.00
	C. Pto Controls	\$98.00
	D. Boom & Outtrigger Warning	\$93.00
	E. Auto Neutral : Restrictions Apply	\$104.00
56	Engine Options	
	A. 310/1050 - 10 Liter (Includes 13.2 Cfm Ac, 13 Sp	-\$5,150.00
	B. 330/1150 - 10 Liter (Incl. 13.2 Cfm Ac, 13 Sp)	-\$3,620.00
	C. 350/1150 - 10 Liter (Incl. 13.2 Cfm Ac, 13 Sp)	-\$2,550.00
	D. 475 Hp 1700 Tq, 13 Liter	\$2,875.00
57	3000 Series Allison 6 Sp. Restrictions Apply	\$7,321.00
58	One Heated Hood Mirror WSDOT Custom Spec	\$645.00
59	Horizontal Exhaust: Restrictions Apply	-\$148.00
60	18 Spd Manual Transmission	\$1,260.00
61	Allison Transmission Diagnostics Incl Cable	\$1,955.00
62	F/W Sep Mtd behind Fuel Tank with Custom Protective Brkt	\$365.00
63	Pre Trip Inspection (08WPZ)	\$34.00

Segment A Contact, Ordering and Pricing Information

64	Look Down Convex Mirror (16SDG)	\$145.00
64	WINDSHIELD WIPER SPD CONTROL Force Wipers to Slowest Intermittent Speed When Park Brake Set and Wipers Left on for a Predetermined Time (08WGL)	\$21.00
65		
66	ALARM, PARKING BRAKE Electric Horn Sounds in Repetitive Manner When Vehicle Park Brake is "NOT" Set, With Ignition "OFF" and any Door Opened (08WXD)	\$34.00
67	Headlights (Low beam) and tail lights will automatically turn on with activation of the windshield wiper switch, to provide increased visibility during inclement weather. (08WRB)	\$18.00
68	Brake Lights On With Engine Brake (08VTV)	\$25.00
69	PTO Hour Meter To Track PTO Operation (16WLM)	\$61.00
70	18k Driving Fr. Axle, M/F 10 330 Hp - 1150 Tq, 13.2 Cfm Air Comp. 70 Gal Fuel Tank, Meritor T-4210 2} 2 Spd, 10000 Lb-Ft. Allisod 3000 Rds 5 Sp Trams. Transfer Case, Gear Ratio/Tire Combination Restrictions.	\$38,609.00
71	Air Disc brakes front 22.5 Diam Includes 20" Sq In chambers and rear 22.5 Diam includes 18/24" Sq In chambers.	\$2100.00
	** ALL OPTIONS SUBJECT TO ENGINEERING APPROVAL, APPLICATION AND OPTION COMBINATION RESTRICTIONS**	

Segment A Contact, Ordering and Pricing Information

Req. Item	Description	Unit	Unit Price
3.	Dump Truck Cab & Chassis – 58,000 GVW 6x4 Refer to Technical Requirements Segment A. <u>Manufacturer/Model:</u> Navistar / International 7000 Series	EA	\$99,152.13

Additions/ Deductions to Base Price:

Item	Description	Price
1.	To curtail manufacturing errors prior to delivery, the successful bidder shall arrange and fully fund a three (3) day factory pilot inspection for two WSDOT representatives to review one of the completed chassis. Funded expenses are to include coach class round trip air fare, ground transportation originating and terminating at the airport, 2 nights lodging, and meals.	\$4,500.00
2.	Air Ride Suspension	\$1,442.00
3.	Various wheelbase and cab to axle configurations	120-150 CT: \$810.00 +150CT:\$1,848.00
4.	A 24-inch under body plow clearance package with a clean CA.	TO BE DETERMINED
5.	Left and Right side additional suspension capacity for wing plows.	\$660.00 EA
6.	Twelve, (12) fourteen, (14) sixteen (16) and twenty (20) thousand pound front axles with corresponding suspension and tires.	12K \$-840.00 14K \$-610.00 16K \$-240.00 20K \$880.00
7.	Optional rear suspensions. a. Hendrickson HMX suspension 40,000 Pound b. HS Chalmers suspensions. c. RT 463 Hendrickson 46,000 pound rear suspension d. Hendrickson HMX suspension 46,000 Pound	a. \$654.00 b1. 40K \$320.00 b2. 46K \$937.00 c. \$461.00 d. \$565.00
8.	Driver Controlled Diff. Lock per axle.	\$529.00 EA

Segment A Contact, Ordering and Pricing Information

9.	Power Windows, Door Locks	STD CAB: \$299.00 CC: \$598.00
10.	Provide option pricing for various Horse Power engines within these ranges. Engine a. 410 HP 1450 Torque _____ b. 430 HP 1550 Torque _____ c. 475 HP 1700 Torque _____	a. \$1,390.00 b. \$1,925.00 c. \$2,462.00
11.	Delete front frame extension	\$-232.00
12.	Set Back Front axle.	NC
13.	7/16 Frame Rail	\$-215.00
14.	Aluminum Wheels	FR: \$249.00 RR: \$1,666.00
15.	Extended Cab and Crew cab configurations.	EC: \$2185.00 CC:\$6,680.00
16.	Dual 70 gallon Fuel tanks.	\$656.00 RESTR APPLY
17.	100 Gallon fuel tank	\$295.00
18.	Deduct amount for the manufacturers' standard white paint.	NC
19.	Delete Air Conditioning	\$-465.00
20.	Delete WSDOT radio effects	\$-345.00
21.	18 speed Fuller Ultra Shift Transmission	\$13,390.00
21A	18 speed Fuller Ultra Shift MXP Transmission	\$7,651.00
22.	RDSP 4500 six speed Allison Automatic w/Temp gauge and t-Handle shift. The Transmission ECM must be mounted inside the cab and accessible.	\$17,975.00
23.	Delete Trailer Connections	\$-299.00
24.	Add for an exterior Sun Visor	\$185.00
25.	Delete WSDOT battery configuration	\$-32.00
26.	Cloth seats	\$75.00
27.	Add HD Rock Guard	\$220.00
28.	Add Siped tires	\$75.00 EACH TIRE
29.	Delete snow plow headlight wiring	\$-30.00
30.	Delete backup alarm	\$-78.00
31.	Delete dash mounted shift light	\$-25.00
32.	Delete dash mounted low hyd. oil light	\$-25.00

Segment A Contact, Ordering and Pricing Information

33.	Delivery to Spokane	\$685.00
34.	Delivery to Yakima	\$575.00
35.	Delivery to Wenatchee	\$575.00
36.	Delivery to Vancouver	\$325.00
37.	Delivery to Olympia	\$175.00
38.	Delivery to Seattle	\$175.00
39.	Stationary passenger seat.	\$-85.00
40.	Automatic Transmission retarder	\$8,895.00 REQ #22
41.	Delete switchable air intake	\$-95.00
42.	Additional 6 position switch panel to include chassis programmable control box.	\$460.00
43.	Left side battery box location.	\$125.00
44.	Electric Trailer brakes to include a seven wire plug at the rear of the chassis	\$850.00
45.	Deduct for Steel Air Tanks	\$-155.00
46.	Deduct for engine and transmission diagnostic equipment	\$-500.00
47.	Tractor Options	
	A. Cab controlled air slide Holland fifth wheel plate. The fifth wheel plate shall rise above the frame rails of the chassis by 7.6 inches. ¼ fenders & Flaps.	36" \$3,818.00 48" \$4,246.00
	B. Pro Tech model 10-1000 aluminum cab guard with chain binder holding locking brackets and a rear view window opening.	\$1,790.00
	C. Work light mounted on each upper corners of the cab guard. The work lights shall be individually controlled within the cab.	\$330.00
	D. Two Ecco LED strobe lights mounted on the outboard side of each work light.	\$778.00
48.	A 13,500 pound steerable Lift Axle w/Steel wheels and 22.5 low profile tires	13,200LB CAP: \$10,850.00
49.	A metal battery box cover in lieu of the non metallic box cover.	ALUM: \$146.00 STAINLESS STEEL: \$335.00
50.	A battery combination of 2750 CCA capability in lieu of the 2200 CCA	INTERNATION AL / EXIDE: NC
51.	Second Front Steer Axle & Suspension, Spicer 20K (Simard Susp. Inc.)	\$33,880.00

Segment A Contact, Ordering and Pricing Information

Additional Options A-613		
Item #	Description	Price
52	Two Front Tow Hooks	\$60.00
53	Chrome Tip Out	\$85.00
54	Rear Axle Options: Restrictions Apply	
	46k. Requires 46k Susp #6b2, 6c Or 6d	\$3,562.00
55	Optional Alternator	
	320 Amp	\$887.00
	185 Amp	\$161.00
	200 Amp	\$320.00
56	E-Coated Single Frame Rails	\$850.00
57	E-Coated Reinforced Frame Rails	\$1,700.00
58	Body Configuration Options	
	A. Remote Engine Control	\$89.00
	B. Remote Start & Stop	\$478.00
	C. Pto Controls	\$98.00
	D. Boom & Outrigger Warning	\$93.00
	E. Auto Neutral : Restrictions Apply	\$104.00
59	Engine Options	
	A. 310/1050 - 10 Liter (Includes 13.2 Cfm Ac, 13 Sp)	-\$5,150.00
	B. 330/1150 - 10 Liter (Incl. 13.2 Cfm Ac, 13 Sp)	-\$3,620.00
	C. 350/1150 - 10 Liter (Incl. 13.2 Cfm Ac, 13 Sp)	-\$2,550.00
60	3000 Series Allison 6 Sp. Rstrinctions Apply	\$7,321.00
61	One Heated Hood Mirror Wsdot Custom Spec	\$645.00
62	Horizontal Exhaust: Restrictions Apply	\$150.00
63	Left Side Def Tank- Decreases Ca With 80 G/ Ft	N/C
64	Left Side Battery Box	\$101.00
65	Allison Transmission Diagnostics Incl Cable	\$1,955.00
66	5900 Sba Series / 12.25 Frame Rails W/ "C"Channel	
	Reinf. 121" Bbc (Restrictions Apply)	\$5,750.00
67	F/W Sep Mtd Behind Fuel Tank With Custom Protective Brkt	\$365.00
68	Pre Trip Inspection (08wpz)	\$34.00
69	Look Down Convex Mirror (16sdg)	\$145.00
70	Windshield Wiper Spd Control Force Wipers To Slowest Intermittent Speed When Park Brake Set And Wipers Left On For A Predetermined Time (08wgl)	\$21.00
71	Alarm, Parking Brake Electric Horn Sounds In Repetitive Manner When Vehicle Park Brake Is "Not" Set, With Ignition "Off" And Any Door Opened (08wxd)	\$34.00
71	Headlights (Low Beam) And Tail Lights Will Automatically Turn On With Activation Of The Windshield Wiper Switch, To Provide Increased Visability During Inclement Weather. (08wrb)	\$18.00

Segment A Contact, Ordering and Pricing Information

73	Brake Lights On With Engine Brake (08vtv)	\$25.00
74	Pto Hour Meter To Track Pto Operation (16wlm)	\$61.00
75	Air Disc brakes front 22.5 Diam Includes 20" Sq In chambers and rear 22.5 Diam includes 18/24" Sq In chambers.	\$2900.00
	** All Options Subject To Engineering Approval, Application And Option Combination Restrictions**	

Segment A Contact, Ordering and Pricing Information

Awarded Vendor

Contractor:	Freightliner NW (Gordon Truck Centers)
Contact:	Jim Bond
Phone:	800.523.8014 ext 4584 or cell 253.606.1627
Fax:	253.891.4312
Email:	mailto: Jim.Bond@freightlinernw.com
Federal ID No.:	91-1344257
Mailing, Ordering & Payment Address:	277 Stewart Rd. SW Pacific, WA 98047
Ordering procedures:	Contact Jim Bond at 800.523.8014 ext 4584, or by email at Jim.Bond@freightlinernw.com
Credit card acceptance:	NO
Prompt Payment:	No
Delivery time:	90calendar days After Receipt of Order (ARO)
Payment terms:	Net 30
Freight:	F.O.B. Destination Freight Pre-paid & Included
Non Listed Parts, Accessories & Equipment Discount	15%

Segment A Contact, Ordering and Pricing Information

Req. Item	Description	Unit	Unit Price
1.	Cab & Chassis – 25,000 GVW 4x2 w/ Automatic Transmission Refer to, Technical Requirements Segment A. <u>Manufacturer/Model:</u> Freightliner, M2-106	EA	\$77,798.27

Item	Description	Price
1.	To curtail manufacturing errors prior to delivery, the successful bidder shall arrange and fully fund a three (3) day factory pilot inspection for two WSDOT representatives to review one of the completed chassis. Funded expenses are to include coach class round trip air fare, ground transportation originating and terminating at the airport, 2 nights lodging, and meals.	\$4,005 \$1,335 per person attending
2.	Air Ride Suspension	21,000 lbs. \$1,161
3.	Various wheelbase and cab to axle configurations	174"-220", \$148 221"- 300", \$330
4.	Power Windows, Door Locks	\$204
5.	Provide option pricing for various Horse Power engines within these ranges. Engine a. 250 HP -260 HP <u>720TQ</u> b. 290 HP – 300HP <u>860 TQ</u> c. 310 HP – 300 HP, 660 TQ	a.\$(1,183) b.\$(594) c. \$(2,711)
6.	Set Back Front axle.	STD
7.	Extended Cab and Crew cab configurations.	Ext. \$4,689 Crew \$7876
8.	Dual 50 gallon Fuel tanks.	206-192, \$799
9.	Deduct amount for the manufacturers' standard white paint.	\$0
10.	Delete WSDOT radio effects	\$(620)
11.	13 speed Fuller Ultra Shift	Not Available
12.	Delete Trailer Connections	\$(377)

Segment A Contact, Ordering and Pricing Information

13.	Add for an exterior Sun Visor	\$156
14.	Cloth seats	\$4
15.	Delete backup alarm	\$(42)
16.	Delivery to Spokane	\$ 600
17.	Delivery to Yakima	\$ 400
18.	Delivery to Wenatchee	\$ 400
19.	Delivery to Vancouver	\$ 250
20.	Delivery to Olympia	\$150
21.	Delivery to Seattle	\$ 150
22.	Stationary passenger seat.	\$(98)
23.	60/40 bend seat	\$0
24.	Additional 6 position switch panel to include chassis programmable control box.	Included , \$0
25.	A metal battery box cover in lieu of the non metallic box cover.	
26.	Electric Trailer brakes to include a seven wire plug at the rear of the chassis	\$962
27.	Add for Aluminum Air Tanks	\$140
28.	Deduct for engine and transmission diagnostic equipment	\$ 1,400
29.	A battery combination of 2750 CCA capability in lieu of the 2200 CCA	Glass Mat, 2275 CCA \$350
30.	Eaton Fuller Hybrid drive unit with E/PTO capability <u>ENGINEERING APPROVAL REQ</u>	\$49,200
31.	101-2N3 CUM ISB 6.7-220 220 HP @ 2300 RPM, 2600 GOV, 520 LB/FT @ 1600 RPM	\$ (7,977.00)
32.	342-1MK ALLISON 2100 RDS AUTOMATIC TRANSMISSION WITH PTO PROVISION	\$ (4,141.00)
33.	400-1A5 DETROIT DA-F-10.0-3 10,000# FF1 71.5 KPI/3.74 DROP SINGLE FRONT AXLE	\$ 25.00
34.	620-062 10,000# TAPERLEAF FRONT SUSPENSION	\$ 8.00
35.	420-1F9 DETROIT DA-RS-19.0-2 19,000# R-SERIES SINGLE REAR AXLE	\$ 80.00
36.	622-1MD 18,000# 52 INCH VARIABLE RATE MULTI-LEAF SPRING REAR SUSPENSION	\$ (18.00)
37.	204-034 80 GALLON/302 LITER RECTANGULAR ALUMINUM FUEL TANK - LH	\$ 17.00
38.	055-004 INTERIOR CONVENIENCE PACKAGE WITH CB PROVISION	\$ 233.00
39.	746-1A7 AM/FM/WB RADIO WITH CD PLAYER, BLUETOOTH AND MICROPHONE, IPOD INTERFACE, AND USB AND FRONT AUXILIARY INPUTS	\$ 377.00
40.	293-058 POSITIVE LOAD DISCONNECT WITH CAB MOUNTED CONTROL SWITCH MOUNTED OUTBOARD DRIVER SEAT	\$ 156.00

Segment A Contact, Ordering and Pricing Information

41.	756-1D9 PREMIUM HIGH BACK AIR SUSPENSION DRIVER SEAT WITH 3 CHAMBER AIR LUMBAR, INTEGRATED CUSHION EXTENSION, FORWARD AND REAR CUSHION TILT, ADJUSTABLE SHOCK ABSORBER	\$430.00
42.	295-029 POSITIVE AND NEGATIVE POSTS FOR JUMPSTART LOCATED ON FRAME NEXT TO STARTER	\$72.00
43.	400-1A6 DETROIT DA-F-12.0-3 12,000# FF1 71.5 KPI/3.74 DROP SINGLE FRONT AXLE	\$141.00
44.	620-1F0 12,000# DUAL TAPERLEAF FRONT SUSPENSION	\$90.00
45.	420-1GK DETROIT DA-RS-23.0-4 23,000# R-SERIES SINGLE REAR AXLE	\$412.00
46.	622-1MV 23,000# 52 INCH VARIABLE RATE MULTI-LEAF SPRING REAR SUSPENSION WITH RUBBER HELPER	\$119.00
47.	546-100 11/32X3-1/2X10-3/16 INCH STEEL FRAME	\$209.00
48.	882-018 ONE VALVE PARKING BRAKE SYSTEM WITH DASH VALVE CONTROL AUTONEUTRAL AND WARNING INDICATOR	\$83.00
49.	882-021 TWO VALVE PARKING BRAKE SYSTEM WITH DASH VALVE CONTROL AUTONEUTRAL AND WARNING INDICATOR	\$129.00

Req. Item	Description	Unit	Unit Price
2.	Dump Truck Cab & Chassis – 38,000 GVW 4x2 Refer to Technical Requirements Segment A. <u>Manufacturer/Model:</u> Freightliner 114SD	EA	\$95,480.04

Item	Description	Price
1.	To curtail manufacturing errors prior to delivery, the successful bidder shall arrange and fully fund a three (3) day factory pilot inspection for two WSDOT representatives to review one of the completed chassis. Funded expenses are to	\$4,005 \$1,335 per person

Segment A Contact, Ordering and Pricing Information

	include coach class round trip air fair, ground transportation originating and terminating at the airport, 2 nights lodging, and meals.	
2.	Air Ride Suspension	\$663 23k#
3.	Various wheelbase and cab to axle configurations	179"-184" \$0,185"-193" \$524,194"-272" \$1,256
4.	A 24-inch under body plow clearance package with a clean CA.	\$ 440, adds mid-ship cross member
5.	Left or Right side additional suspension capacity for wing plows.	\$1,150
6.	Twelve, (12) fourteen, (14) sixteen (16) and twenty (20) thousand pound front axles with corresponding suspension and tires.	See Attachment
	Optional rear suspensions. a. Hendrickson HN suspension b. HS Chalmers suspensions. c. HMX suspension	Chalmers \$228
	e. 23K Air Suspension	\$(342) 23k#
7.	Power Windows, Door Locks	\$207
8.	Provide option pricing for various Horse Power engines within these ranges. Engine a. 390 HP 1450 Torque 410/1450 b. 400 HP 1550 Torque 410/1550 c. 425 HP 1700 Torque 470/ 1650 d. 370 HP 1250 Torque	a.\$365 b\$437 c.1,011 See Trans for Torque rating d. < \$1,684.00 >
9.	Delete front frame extension	\$0
10.	Set Back Front axle.	\$(437)
11.	7/16 Frame Rail	STD to Meet RBM \$0
12.	Aluminum Wheels	Frnt., \$397, Rear, \$382
13.	Extended Cab and Crew cab configurations.	Ext. \$5,031 Crew \$8,319
14.	Dual 70 gallon Fuel tanks.	Rt., \$604

Segment A Contact, Ordering and Pricing Information

15.	100 Gallon fuel tank	Right, \$658, left., \$135
16.	Deduct amount for the manufacturers' standard white paint.	No Charge
17.	Delete WSDOT radio effects	\$(620)
18.	18 speed Fuller Ultra Shift	\$ 10,412
18A	18 speed Fuller Ultra Shift MXP Transmission 1450lbs ft. Torque	\$4,526.00
18B	18 speed Fuller Ultra Shift MXP Transmission 1650 lbs. ft. Torque	\$5,302.00
19.	RDSP 4500 six speed Allison Automatic w/Temp gauge and t-Handle shift. The Transmission ECM must be mounted inside the cab and accessible.	\$13,113
20.	Delete Trailer Connections	\$(389)
21.	Add for an exterior Sun Visor	\$159
22.	Delete WSDOT battery configuration	\$(883)
23.	Cloth seats	\$33
24.	Add HD Rock Guard	
25.	Add Siped tires	
26.	Delete snow plow headlight wiring	\$(103)
27.	Delete backup alarm	\$(28)
28.	Delete dash mounted shift light	\$0
29.	Delete dash mounted low hyd. oil light	\$0
30.	Delivery to Spokane	\$ 600
31.	Delivery to Yakima	\$ 400
32.	Delivery to Wenatchee	\$ 400
33.	Delivery to Vancouver	\$ 250
34.	Delivery to Olympia	\$ 150
35.	Delivery to Seattle	\$150
36.	Stationary passenger seat.	\$(190)
37.	Automatic Transmission retarder	
38.	Delete switchable air intake	\$(261)
39.	Additional 6 position switch panel to include chassis programmable control box.	\$0
40.	Left side battery box location.	STD
41.	A 13,500 pound steerable Lift Axle w/Steel wheels and 22.5 low profile tires	\$9,315

Segment A Contact, Ordering and Pricing Information

42.	A metal battery box cover in lieu of the non-metallic box cover.	
43.	Electric Trailer brakes to include a seven wire plug at the rear of the chassis	\$962
44.	Deduct for Steel Air Tanks	\$ (87)
45.	Deduct for engine and transmission diagnostic equipment	\$0
46.	A battery combination of 2750 CCA capability in lieu of the 2200 CCA	STD 3375CCA
47.	18,000 pound front drive axle with front axle engagement light and double acting shocks. (Wheel base and CA to be determined by the manufacturer) (4X4 option)	
48.	Other 4X4 options and configurations	
49.	Allison 3000 RDS Automatic Transmission w/PTO provision	\$3,902.00
50.	AIR DISC FRONT BRAKES AIR DISC REAR BRAKES	\$ 1,730.00
51.	295-029 POSITIVE AND NEGATIVE POSTS FOR JUMPSTART LOCATED ON FRAME NEXT TO STARTER	\$ 89.00
52.	74B-1B3 RH 8 INCH HEATED STAINLESS STEEL FENDER MOUNTED CONVEX MIRROR WITH TRIPOD BRACKET	\$198.00 See brkt location
53.	204-193 90 GALLON/340 LITER RECTANGULAR ALUMINUM FUEL TANK - LH	\$ 391.00
54.	204-155 90 GALLON/340 LITER ALUMINUM FUEL TANK - LH	\$ 112.00
55.	558-001 FRONT TOW HOOKS - FRAME MOUNTED	\$ 59.00
56.	882-018 ONE VALVE PARKING BRAKE SYSTEM WITH DASH VALVE CONTROL AUTONEUTRAL AND WARNING INDICATOR	\$ 83.00
57.	882-021 TWO VALVE PARKING BRAKE SYSTEM WITH DASH VALVE CONTROL AUTONEUTRAL AND WARNING INDICATOR	\$ 129.00

Additional Options

12,000 lb Front Axle: 400-1A6 DETROIT DA-F-12.0-3 12,000# FF1 71.5 KPI/3.74 DROP SINGLE FRONT AXLE	\$(1,008)
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Segment A Contact, Ordering and Pricing Information

12,000lb Front suspension: 620-1F0 12,000# DUAL TAPERLEAF FRONT SUSPENSION	\$(548)
Front Tires: 093-0VE GOODYEAR G288 11R22.5 16 PLY RADIAL FRONT TIRES	\$(441)
14,700 LB Front Axle: 400-1A8 DETROIT DA-F-14.7-3 14,700# FF1 71.5 KPI/3.74 DROP SINGLE FRONT AXLE	\$(662)
14,600lb Front suspension: 620-010 14,600# TAPERLEAF FRONT SUSPENSION	\$(377)
Front Tires: 093-0VM GOODYEAR G288 12R22.5 16 PLY RADIAL FRONT TIRES	\$(333)
16,000 lb Front Axle: 400-1A9 DETROIT DA-F-16.0-5 16,000# FL1 71.0 KPI/3.74 DROP SINGLE FRONT AXLE	\$ (244)
16,000 lb suspension: 620-026 16,000# TAPERLEAF FRONT SUSPENSION	\$(110)
Front Tires: 093-2A8 CONTINENTAL HSU2+ 315/80R22.5 20 PLY RADIAL FRONT TIRES	\$ (192)
20,000 lb Front Axle: 400-1BB DETROIT DA-F-20.0-5 20,000# FL1 71.0 KPI/3.74 DROP SINGLE FRONT AXLE	\$608
20,000 lb suspension: 620-025 20,000# TAPERLEAF FRONT SUSPENSION	\$51
Front Tires: 093-0TB MICHELIN XZY-3 425/65R22.5 20 PLY RADIAL FRONT TIRES	\$104

Req. Item	Description	Unit	Unit Price
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Segment A Contact, Ordering and Pricing Information

3.	Dump Truck Cab & Chassis – 58,000 GVW 6x4 Refer to Technical Requirements Segment A. <u>Manufacturer/Model:</u> Freightliner 114SD	EA	\$102,386.47
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Item	Description	Price
1.	To curtail manufacturing errors prior to delivery, the successful bidder shall arrange and fully fund a three (3) day factory pilot inspection for two WSDOT representatives to review one of the completed chassis. Funded expenses are to include coach class round trip air fare, ground transportation originating and terminating at the airport, 2 nights lodging, and meals.	\$4,005 \$1,335 per person
2.	Air Ride Suspension	\$(94) 40K Extra duty
3.	Various wheelbase and cab to axle configurations	224"-272"\$670,273"- 280"\$806,281"- 302"\$1,118
4.	A 24-inch under body plow clearance package with a clean CA.	\$ 440, adds mid-ship cross member
5.	Left or Right side additional suspension capacity for wing plows.	\$1,150
6.	Twelve, (12) fourteen, (14) sixteen (16) and twenty (20) thousand pound front axles with corresponding suspension and tires.	Se Attachment
7.	Optional rear suspensions. a. Hendrickson HMX suspension 40,000 Pound b. HS Chalmers suspensions. c. RT 463 Hendrickson 46,000 pound rear suspension d. Hendrickson HMX suspension 46,000 Pound e. TUFTRAC 46,000# 2-STAGE REAR SPRING SUSPENSION	a. \$445 b. \$3,491 c. \$860 d. \$1,732 e. \$2,670
8.	Driver Controlled Diff. Lock per axle.	\$493
9.	Power Windows, Door Locks	\$207
10.	Provide option pricing for various Horse Power engines within these ranges. Engine a. 410 HP 1450 Torque _____ b. 430 HP 1550 Torque _____	Option a. 410 HP 1450 Torque \$0, Speced b. 435 HP 1550 Torque \$ 163

Segment A Contact, Ordering and Pricing Information

	c. 475 HP 1700 Torque _____	c.470 HP 1650 Torque \$646
11.	Delete front frame extension	\$0
12.	Set Back Front axle.	\$(437)
13.	7/16 Frame Rail	STD to meet RBM
14.	Aluminum Wheels	Front axle \$397, Rear axle \$382
15.	Extended Cab and Crew cab configurations.	Ext. \$4,152 Crew \$6,897
16.	Dual 70 gallon Fuel tanks.	\$604 RT, LFT Speced
17.	100 Gallon fuel tank	Rt., \$658, Lft., \$135
18.	Deduct amount for the manufacturers' standard white paint.	\$0
19.	Delete Air Conditioning	\$(390)
20.	Delete WSDOT radio effects	\$(620)
21.	18 speed Fuller Ultra Shift Transmission 1450 lbs. ft. Torque	VXP, \$9,678 MXP, \$4,049
22.	18 speed Fuller Ultra Shift Transmission 1650 lbs. ft. Torque	MXP, \$4,825
23.	342-1BO EATON FULLER RTLO-16918B TRANSMISSION	\$870
24.	RDSP 4500 six speed Allison Automatic w/Temp gauge and t-Handle shift. The Transmission ECM must be mounted inside the cab and accessible.	\$13,113
25.	Delete Trailer Connections	\$(389)
26.	Add for an exterior Sun Visor	\$159
27.	Delete WSDOT battery configuration	\$(883)
28.	Cloth seats	\$32
29.	Add HD Rock Guard	
30.	Add Siped tires	
31.	Delete snow plow headlight wiring	\$(109)
32.	Delete backup alarm	\$28
33.	Delete dash mounted shift light	\$0
34.	Delete dash mounted low hyd. oil light	\$0
35.	Delivery to Spokane	\$600
36.	Delivery to Yakima	\$400
37.	Delivery to Wenatchee	\$400
38.	Delivery to Vancouver	\$250
39.	Delivery to Olympia	\$150

Segment A Contact, Ordering and Pricing Information

40.	Delivery to Seattle	\$150
41.	Stationary passenger seat.	\$(190)
42.	Automatic Transmission retarder	
43.	Delete switchable air intake	\$(261)
44.	Additional 6 position switch panel to include chassis programmable control box.	Included in specs
45.	Left side battery box location.	\$0
46.	Electric Trailer brakes to include a seven wire plug at the rear of the chassis	\$962
47.	Deduct for Steel Air Tanks	\$(87)
48.	Deduct for engine and transmission diagnostic equipment	\$0
49.	Tractor Options	
	A. Cab controlled air slide Holland fifth wheel plate. The fifth wheel plate shall rise above the frame rails of the chassis by 7.6 inches. ¼ fenders & Flaps.	\$1,048
	B. Pro Tech model 10-1000 aluminum cab guard with chain binder holding locking brackets and a rear view window opening.	\$1,484
	C. Work light mounted on each upper corners of the cab guard. The work lights shall be individually controlled within the cab.	\$363
	D. Two Ecco LED strobe lights mounted on the outboard side of each work light.	\$257
50.	A 13,500 pound steerable Lift Axle w/Steel wheels and 22.5 low profile tires	Hendrickson axle \$5,565 Tires \$762, wheels \$285
51.	A metal battery box cover in lieu of the non metallic box cover.	
52.	A battery combination of 2750 CCA capability in lieu of the 2200 CCA	\$(583) 3375 CCA
53.	Second Front Steer Axle & Suspension, Spicer 20K (Simard Susp. Inc.)	
54.	AIR DISC FRONT BRAKES AIR DISC REAR BRAKES	\$ 2,596.00
55.	295-029 POSITIVE AND NEGATIVE POSTS FOR JUMPSTART LOCATED ON FRAME NEXT TO STARTER	\$ 89.00
56.	74B-1B3 RH 8 INCH HEATED STAINLESS STEEL FENDER MOUNTED CONVEX MIRROR WITH TRIPOD BRACKET	\$198.00 See brkt location

Segment A Contact, Ordering and Pricing Information

57.	204-193 90 GALLON/340 LITER RECTANGULAR ALUMINUM FUEL TANK - LH	\$ 391.00
58.	204-155 90 GALLON/340 LITER ALUMINUM FUEL TANK - LH	\$ 112.00
59.	558-001 FRONT TOW HOOKS - FRAME MOUNTED	\$ 59.00
60.	882-018 ONE VALVE PARKING BRAKE SYSTEM WITH DASH VALVE CONTROL AUTONEUTRAL AND WARNING INDICATOR	\$ 83.00
61.	882-021 TWO VALVE PARKING BRAKE SYSTEM WITH DASH VALVE CONTROL AUTONEUTRAL AND WARNING INDICATOR	\$ 129.00

Additional Options

12,000 lb Front Axle: 400-1A6 DETROIT DA-F-12.0-3 12,000# FF1 71.5 KPI/3.74 DROP SINGLE FRONT AXLE	\$(1,008)
12,000lb Front suspension: 620-1F0 12,000# DUAL TAPERLEAF FRONT SUSPENSION	\$(548)
Front Tires: 093-0VE GOODYEAR G288 11R22.5 16 PLY RADIAL FRONT TIRES	\$(441)
14,700 LB Front Axle: 400-1A8 DETROIT DA-F-14.7-3 14,700# FF1 71.5 KPI/3.74 DROP SINGLE FRONT AXLE	\$(662)
14,600lb Front suspension: 620-010 14,600# TAPERLEAF FRONT SUSPENSION	\$(377)
Front Tires: 093-0VM GOODYEAR G288 12R22.5 16 PLY RADIAL FRONT TIRES	\$(333)
16,000 lb Front Axle: 400-1A9 DETROIT DA-F-16.0-5 16,000# FL1 71.0 KPI/3.74 DROP SINGLE FRONT AXLE	\$ (244)
16,000 lb suspension: 620-026 16,000# TAPERLEAF FRONT SUSPENSION	\$(110)
Front Tires: 093-2A8 CONTINENTAL HSU2+ 315/80R22.5 20 PLY RADIAL FRONT TIRES	\$ (192)
20,000 lb Front Axle: 400-1BB DETROIT DA-F-20.0-5 20,000# FL1 71.0 KPI/3.74 DROP SINGLE FRONT AXLE	\$608
20,000 lb suspension: 620-025 20,000# TAPERLEAF FRONT SUSPENSION	\$51
Front Tires: 093-0TB MICHELIN XZY-3 425/65R22.5 20 PLY RADIAL FRONT TIRES	\$104

Segment A Contact, Ordering and Pricing Information

Req. Item	Description	Unit	Unit Price
4	Cab & Chassis – 30,000 GVW 4x2 w/ Automatic Transmission Refer to, Technical Requirements Segment A. Manufacturer/Model: Freightliner, 108SD	EA	\$84,474.97

Item	Description	Price
1.	To curtail manufacturing errors prior to delivery, the successful bidder shall arrange and fully fund a three (3) day factory pilot inspection for two WSDOT representatives to review one of the completed chassis. Funded expenses are to include coach class round trip air fare, ground transportation originating and terminating at the airport, 2 nights lodging, and meals.	\$4,005 \$1,335 per person attending
2.	Air Ride Suspension	21,000 lbs. \$1,161
3.	Various wheelbase and cab to axle configurations	174"-220", \$148 221"- 300", \$330
4.	Power Windows, Door Locks	\$204
5.	Provide option pricing for various Horse Power engines within these ranges. Engine a. 350 HP 1000 lbs. ft. b. 370 HP 1250 lbs. ft.	a. \$750 b.\$4,300
6.	Set Back Front axle.	STD
7.	Extended Cab and Crew cab configurations.	Ext. \$4,689 Crew \$7876
8.	Dual 50 gallon Fuel tanks.	206-192, \$799
9.	Deduct amount for the manufacturers' standard white paint.	\$0
10.	Delete WSDOT radio effects	\$(620)
11.	Delete Trailer Connections	\$(377)
12.	Add for an exterior Sun Visor	\$156

Segment A Contact, Ordering and Pricing Information

13.	Cloth seats	\$4
14.	Delete backup alarm	\$(42)
15.	Delivery to Spokane	\$ 600
16.	Delivery to Yakima	\$ 400
17.	Delivery to Wenatchee	\$ 400
18.	Delivery to Vancouver	\$ 250
19.	Delivery to Olympia	\$150
20.	Delivery to Seattle	\$ 150
21.	Stationary passenger seat.	\$(98)
22.	60/40 bend seat	\$0
23.	556-1E7 14 INCH PAINTED STEEL SEVERE DUTY BUMPER	\$234
24.	556-1E8 14 INCH CHROMED STEEL SEVERE DUTY BUMPER	\$425
25.	204-152 70 GALLON/264 LITER ALUMINUM FUEL TANK – LH	\$107
26.	204-154 80 GALLON/302 LITER ALUMINUM FUEL TANK – LH	\$150
27.	204-155 90 GALLON/340 LITER ALUMINUM FUEL TANK – LH	\$189
28.	204-156 100 GALLON/378 LITER ALUMINUM FUEL TANK – LH	\$259
29.	014-1C5 SIDE OF HOOD AIR INTAKE WITH FIREWALL MOUNTED DONALDSON AIR CLEANER AND INSIDE/OUTSIDE AIR WITH SNOW DOOR	\$653
30.	329-017 THREE ON/OFF ROCKER SWITCHES IN THE DASH WITH INDICATOR LIGHTS AND WIRE ROUTED TO CHASSIS AT BACK OF CAB, LABEL OPT	\$94
31.	329-012 FOUR ON/OFF ROCKER SWITCHES IN THE DASH WITH INDICATOR LIGHTS AND WIRE ROUTED TO CHASSIS AT BACK OF CAB, LABEL OPT	\$113
32.	549-002 24 INCH INTEGRAL FRONT FRAME EXTENSION	STD
33.	Electric Trailer brakes to include a seven wire plug at the rear of the chassis	\$962
34.	055-004 INTERIOR CONVENIENCE PACKAGE WITH CB PROVISION	\$233
35.	360-013 1350 ADAPTER FLANGE FOR FRONT PTO PROVISION	STD
36.	293-058 POSITIVE LOAD DISCONNECT WITH CAB MOUNTED CONTROL SWITCH MOUNTED OUTBOARD DRIVER SEAT	\$156
37.	400-1A6 DETROIT DA-F-12.0-3 12,000# FF1 71.5 KPI/3.74 DROP SINGLE FRONT AXLE	STD
38.	620-1F0 12,000# DUAL TAPERLEAF FRONT SUSPENSION	STD
39.	400-1A8 DETROIT DA-F-14.7-3 14,700# FF1 71.5 KPI/3.74 DROP SINGLE FRONT AXLE	\$863
40.	620-010 14,600# TAPERLEAF FRONT SUSPENSION	\$484
41.	400-1A9 DETROIT DA-F-16.0-5 16,000# FL1 71.0 KPI/3.74	\$1,909

Segment A Contact, Ordering and Pricing Information

	DROP SINGLE FRONT AXLE	
42.	620-026 16,000# TAPERLEAF FRONT SUSPENSION	\$1,151
43.	400-1BA DETROIT DA-F-18.0-5 18,000# FL1 71.0 KPI/3.74 DROP SINGLE FRONT AXLE	\$2,196
44.	620-013 18,000# TAPERLEAF FRONT SUSPENSION	\$1,428
45.	420-1C8 DETROIT DA-RS-21.0-4 21,000# R-SERIES SINGLE REAR AXLE	\$168
46.	420-1GK DETROIT DA-RS-23.0-4 23,000# R-SERIES SINGLE REAR AXLE	STD
47.	622-001 23,000# FLAT LEAF SPRING REAR SUSPENSION WITH RADIUS ROD	STD
48.	420-1K4 MT-40-14XP 40,000# R-SERIES TANDEM REAR AXLE	\$10,825
49.	622-1E8 HENDRICKSON HAULMAAX REAR SUSPENSION @ 40,000#	\$4,580
50.	622-1E7 HENDRICKSON HAULMAAX REAR SUSPENSION @ 46,000#	\$5,347
51.	Tires other than 255/70R 22.5 prices as requested	TBD
52.	882-018 ONE VALVE PARKING BRAKE SYSTEM WITH DASH VALVE CONTROL AUTONEUTRAL AND WARNING INDICATOR	\$83.00
53.	882-021 TWO VALVE PARKING BRAKE SYSTEM WITH DASH VALVE CONTROL AUTONEUTRAL AND WARNING INDICATOR	\$129.00

Segment B Contact, Ordering and Pricing Information

Effective 3-23-2018

Revised 3-23-2018

Awarded Vendor

Contractor:	RWC International, LTD
Contact:	Robert Murray
Phone:	253-272-8401, Cell: 360-635-7976, Toll Free: 800-654-5850
Fax:	253-383-4281
Email:	rmurray@rwcgroup.com
Federal ID No.:	
Contract worth:	\$10,000,000.00 (Three-year Term)
Mailing Address:	P.O. Box 1196 Tacoma, WA 98401
Order Placement, & Payment Address:	P.O. Box 1196 Tacoma, WA 98401
Ordering procedures:	Contact Robert Murray at 253-272-8401, or Toll Free: 800-654-5850 or by email at rmurray@rwcgroup.com
Credit card acceptance:	No, for Truck Payment Yes, for Parts and Service
Delivery time:	90-150 calendar days After Receipt of Order (ARO) 90-180 calendar days After Receipt of Order (ARO) for 10 or more units
Payment terms:	Net 30
Additional Payment Language	If a customer requests RWC International, LTD to ship the chassis to a body dealer, the customer will be invoiced when the chassis arrives at the body dealer and is <u>still</u> responsible for payment of the chassis within 30 days of invoice.
Additional Inspection Language	If inspections are required by the customer, and RWC International, LTD is requested to send the chassis to a body dealer, the customer will need arrange an inspection with the body dealer or have a representative present at the time of inspection. RWC International, LTD is still responsible for meeting the Contract terms.
Freight:	F.O.B. Destination Freight Pre-paid & Included

Segment B Contact, Ordering and Pricing Information

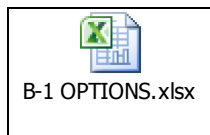
Req. Item	Description	Unit	Unit Price
1.	Cab & Chassis – 37,000 GVW 4x2 Refer to Technical Requirements Segment B. <u>Manufacturer/Model:</u> Navistar / International 4000 Series	EA	\$74,469.13

Additions/ Deductions to Base Price:

See embedded Specifications document for options at the end of each item



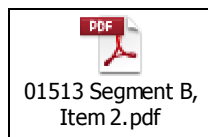
Additional options



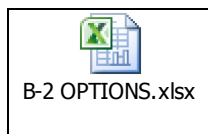
Segment B Contact, Ordering and Pricing Information

Req. Item	Description	Unit	Unit Price
2.	Cab & Chassis – 37,000 GVW 4X2 Refer to Technical Requirements Segment B. <u>Manufacturer/Model:</u> Navistar / International 7000 Series	EA	77,434.13

Additions/ Deductions to Base Price:
See embedded Specifications document for options at the end of each item



Additional Options



Segment B Contact, Ordering and Pricing Information

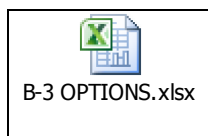
Req. Item	Description	Unit	Unit Price
3.	Cab & Chassis – 54,000 GVW 6X4 Refer to Technical Requirements Segment B. <u>Manufacturer/Model:</u> Navistar / International 7000 Series	EA	\$84,169.13

Additions/ Deductions to Base Price:

See embedded Specifications document for options at the end of each item



Additional Options

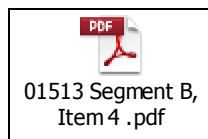


Segment B Contact, Ordering and Pricing Information

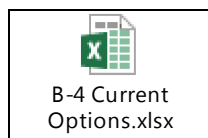
Req. Item	Description	Unit	Unit Price
4.	Cab & Chassis – 66,00 GVW 6x4 Refer to Technical Requirements Segment B. <u>Manufacturer/Model:</u> Navistar / International 7000 Series	EA	\$107,888.13

Additions/ Deductions to Base Price:

See embedded Specifications document for options at the end of each item



Additional Options



Segment B Contact, Ordering and Pricing Information

Awarded Vendor (Partial) for Selective Catalytic Reduction (SCR) Technology (Item 1 Only)

Contractor:	Freightliner NW (Gordon Truck Centers)
Contact:	Jim Bond
Phone:	800.523.8014 ext 4584 cell 253.606.1627
Fax:	253.891.4312
Email:	Mail to: Jim.Bond@freightlinernw.com
Federal ID No.:	91-1344257
Mailing, Ordering & Payment Address:	277 Stewart Rd. SW Pacific, WA 98047
Ordering procedures:	Contact Jim Bond at 800.523.8014, or by email at Jim.Bond@freightlinernw.com
Credit card acceptance:	NO
Prompt Payment:	No
Delivery time:	90calendar days After Receipt of Order (ARO)
Payment terms:	Net 30
Freight:	F.O.B. Destination Freight Pre-paid & Included

Segment B Contact, Ordering and Pricing Information

Req. Item	Description	Unit	Unit Price
1.	Cab & Chassis – 37,000 GVW 4x2 Refer to Technical Requirements Segment B. <u>Manufacturer/Model:</u> Freightliner M2106	EA	\$74,951.56

Additions/ Deductions to Base Price:
See embedded Specifications document for options at the end of each item



Segment B Contact, Ordering and Pricing Information

Req. Item	Description	Unit	Unit Price
2.	Cab & Chassis – 37,000 GVW 4X2 Refer to Technical Requirements Segment B. <u>Manufacturer/Model:</u> Freightliner M2106	EA	\$77,560.04

Additions/ Deductions to Base Price:
See embedded Specifications document for options at the end of each item



Segment B Contact, Ordering and Pricing Information

Req. Item	Description	Unit	Unit Price
3.	Cab & Chassis – 54,000 GVW 6X4 Refer to Technical Requirements Segment B. <u>Manufacturer/Model:</u> Freightliner 108SD	EA	\$87,964.08

Additions/ Deductions to Base Price:

See embedded Specifications document for options at the end of each item



Segment B Contact, Ordering and Pricing Information

Req. Item	Description	Unit	Unit Price
4.	Cab & Chassis – 66,00 GVW 6x4 Refer to Technical Requirements Segment B. <u>Manufacturer/Model:</u> Freightliner 114SD	EA	\$109,360.70

Additions/ Deductions to Base Price:

See embedded Specifications document for options at the end of each item



Segment B Contact, Ordering and Pricing Information

Contractor:	Western Peterbilt
Contact:	Kirk Gulian
Phone:	206-624-7383, Cell: 206-330-3956, Toll Free: 800-225-7383
Fax:	206-340-0416
Email:	kgulian@wtpe.com
Federal ID No.:	91-1194905
Mailing, Order and Payment Address:	P.O. Box 24065 Seattle, WA 98124
Ordering procedures:	Contract Kirk Gulian at 206-624-7383, or Cell: 206-330-3956, or by email at kgulian@wtpe.com
Credit card acceptance:	NO
Prompt Payment:	YES, 0.35% 30 days
Delivery time:	45 calendar days After Receipt of Order (ARO) for 1 to 4 units 50 calendar days After Receipt of Order (ARO) for 5 or more units 60 calendar days After Receipt of Order (ARO) for 10 or more units
Payment terms:	Net 30
Freight:	F.O.B. Destination Freight Pre-paid & Included

Segment B Contact, Ordering and Pricing Information

Req. Item	Description	Unit	Unit Price
1.	Cab & Chassis – 37,000 GVW 4x2 Refer to Technical Requirements Segment B. <u>Manufacturer/Model:</u> Peterbilt 348/337	EA	\$95,338.00

Additions/ Deductions to Base Price:

See embedded Specifications document for options at the end of each item



Segment B Contact, Ordering and Pricing Information

Req. Item	Description	Unit	Unit Price
2.	Cab & Chassis – 37,000 GVW 4X2 Refer to Technical Requirements Segment B. <u>Manufacturer/Model:</u> Peterbilt 348	EA	\$97,283.00

Additions/ Deductions to Base Price:

See embedded Specifications document for options at the end of each item:



Segment B Contact, Ordering and Pricing Information

Req. Item	Description	Unit	Unit Price
3.	Cab & Chassis – 54,000 GVW 6X4 Refer to Technical Requirements Segment B. <u>Manufacturer/Model:</u> Peterbilt 348	EA	\$104,173.00

Additions/ Deductions to Base Price:

See embedded Specifications document for options at the end of each item



Segment B Contact, Ordering and Pricing Information

Req. Item	Description	Unit	Unit Price
4.	Cab & Chassis – 66,000 GVW 6x4 Refer to Technical Requirements Segment B. <u>Manufacturer/Model:</u> Peterbilt 365/367	EA	\$130,647.00
4 A	Alternate, Cab & Chassis – 66,000 GVW 6x4 Refer to Technical Requirements Segment B. <u>Manufacturer/Model:</u> Peterbilt 579	EA	\$124,800.00

Additions/ Deductions to Base Price:

See embedded Specifications document for options at the end of each item



Segment B Contact, Ordering and Pricing Information

Contractor:	TEC Equipment (Volvo)
Contact:	Tony Molina
Phone:	206.859.4305 or by Cell at 360.730.3694
Fax:	253.529.0258
Email:	TMolina@tecequipment.com
Federal ID No.:	93-0813564
Mailing, Order and Payment Address:	25619 Pacific Hwy S. Des Moines, WA 98198
Ordering procedures:	Contract Tony Molina at 206.859.4305 or by cell 360.730.3694 , or by email at TMolina@tecequipment.com
Credit card acceptance:	NO
Prompt Payment:	YES, 0.35% 30 days
Delivery time:	90 – 120 calendar days After Receipt of Order (ARO)
Payment terms:	Net 30
Freight:	F.O.B. Destination Freight Pre-paid & Included

Segment B Contact, Ordering and Pricing Information

Req. Item	Description	Unit	Unit Price
1.	Cab & Chassis – 37,000 GVW 4x2 Refer to Technical Requirements Segment B. <u>Manufacturer/Model:</u> Volvo VHD 42F200	EA	\$123,321.00

Additions/ Deductions to Base Price:

See embedded Specifications document for options at the end of each item



Segment B Contact, Ordering and Pricing Information

Req. Item	Description	Unit	Unit Price
2.	Cab & Chassis – 37,000 GVW 4X2 Refer to Technical Requirements Segment B. <u>Manufacturer/Model:</u> Volvo VHD 42F200	EA	\$123,362.00

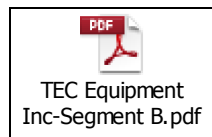
Additions/ Deductions to Base Price:
See embedded Specifications document for options at the end of each item



Segment B Contact, Ordering and Pricing Information

Req. Item	Description	Unit	Unit Price
3.	Cab & Chassis – 54,000 GVW 6X4 Refer to Technical Requirements Segment B. <u>Manufacturer/Model:</u> Volvo VHD 64F200	EA	\$132,238.00

Additions/ Deductions to Base Price:
See embedded Specifications document for options at the end of each item



Segment B Contact, Ordering and Pricing Information

Req. Item	Description	Unit	Unit Price
4.	Cab & Chassis – 66,00 GVW 6x4 Refer to Technical Requirements Segment B. <u>Manufacturer/Model:</u> Volvo VHD 64F200	EA	\$134,098.00

Additions/ Deductions to Base Price:
See embedded Specifications document for options at the end of each item



Additional Volvo Options

a) Volvo 12 Speed Automated Transmission	Deduct	<\$10,500.00>
b) No Driver's side air bag	Deduct	<\$215.00>
c) Two Driving lights		\$128.00
d) Non-Cancelling Turn Signal	Deduct	<\$15.00>
e) Additional Radio Speakers		\$29.00



Staff Report 044-20

TO: Mayor and City Council

FROM: Eric Holmes, City Manager

DATE: 4/20/2020

SUBJECT Professional services agreements (PSAs) for on-call professional construction management and inspection.

Key Points

- Public Works has successfully used “on-call” PSAs for several years to supplement City Construction Services staff during peak workloads.
- The most recent PSAs were established in 2015 and will expire in July 2020.
- The current objective is to establish new PSAs with six engineering consultants to provide “on-call” contract administration and construction inspection services.
- The PSAs would be for a period of three years (with up to two additional years at the sole discretion of the City) in an amount not to exceed \$950,000.00 for the life of each contract.

Strategic Plan Alignment

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

Present Situation

Since 1999, the City of Vancouver’s Public Works Department has had contracts with various companies for the provision of professional construction management and inspection services using “on-call” procedures. On-call procedures allow for a master contract establishing rates and scope to be executed, but no work done or costs incurred until a project specific “task order” is issued. There are no costs or budgetary impacts until there is a task order for an active project. Since 1999, the City has had five different competitive processes to establish rosters of the most qualified companies to provide the needed services.

Most recently, in 2015, City Council authorized the establishment of five “on-call” contracts for professional construction management and inspection. These contracts were designed to provide the Construction Services Division of Public Works with maximum flexibility in staffing projects with professionals competent in the fields of construction management and inspection.

These contracts were very successful in providing the City of Vancouver with flexibility in staffing projects during times of peak workload. All of these contracts will expire in July 2020.

In December of 2019, proposals were requested for similar contracts for 2020 through 2022 with extensions through 2024 possible. Proposal responses were received from 10 companies. After a review of all proposals, six companies have been selected for proposed professional service contracts. The six companies are: OTAK of Vancouver, Harper Houf Peterson Righellis of Vancouver, MacKay and Sposito of Vancouver, Wallis Engineering of Vancouver, JD Joice and Associates of Battle Ground, and Exeltech of Lacey.

Advantage(s)

1. Does not require the City to hire full-time employees to manage limited duration peak construction season work.
2. Adds qualified and quality team members to the inspection/administration team for each project.
3. Provides construction management/inspection services within each project's budget.
4. Provides maximum flexibility to the Construction Services Division in ensuring that all projects are adequately and professionally staffed.
5. Allows for timely use of needed supplementary help. With the base contract in place, specific task orders can be issued in a relatively short time frame.

Disadvantage(s)

Using consultant help is typically more expensive than using full-time City staff. However, the proposed contract arrangement allows the City to grow and shrink the workforce for short durations without the costs of hiring and laying-off full time employees.

Budget Impact

With on-call contracting, there is no budget encumbrance until a project need has been identified and a specific task order has been written. At that time, working within the budget set for the project and using project funds, the master contract is called upon. Issuing a task order is a quick process as most of the contract has been put in place previously.

Prior Council Review

Not applicable.

Action Requested

1. Authorize the City Manager to enter into professional services agreements with OTAK of Vancouver, Harper Houf Peterson Righellis of Vancouver, MacKay and Sposito of Vancouver, Wallis Engineering of Vancouver, JD Joice and Associates of Battle Ground, and Exeltech of Lacey for the provision of specialized project inspection and/or administration on an as-needed basis for three years in an amount not to exceed \$950,000 for the life of each contract. Authorize the City Manager to extend the duration of such contracts for up to two additional years by separate written amendment and authorize the City Manager to approve any legal action necessary to enforce the terms of such contracts.

2. Authorize the City Manager, or his designee, to activate services to be provided under these contracts with a series of specific task orders. The task order proposal provides for timely “as-needed” service provision, but within the framework, scope, and limitations of the overall master contract.

Charles Fell, Senior Civil Engineer, 487-7790

ATTACHMENTS:

- ▣ Contract - Otak
- ▣ Contract - HHPR
- ▣ Contract - Mackay Sposito
- ▣ Contract - Wallis
- ▣ Contract - JD Joice
- ▣ Contract - Exeltech

CITY OF VANCOUVER
PROFESSIONAL SERVICES AGREEMENT No. _____
On-Call Professional Construction Management and Inspection Services

This Agreement by and between the City of Vancouver , a municipal corporation, under the laws of the State of Washington, hereinafter referred to as "City" and Otak, Incorporated hereinafter referred to as "Contractor", whose address is 700 Washington Street, Suite 800, Vancouver, Washington 98660.

WHEREAS, the City desires to engage the Contractor to provide on-call professional construction management and inspection services for a variety of different projects and provide other related professional services on an as needed basis. Contractor has agreed to offer its professional services to perform said work per City issued Request for Qualifications No. 1-20 (RFQ) and Contractor's submittal to said RFQ on file in City Procurement Services.

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

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

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

1. Statement of Work.

Contractor agrees to provide professional construction management, inspections and other related professional services on an as-needed basis for a variety of different projects per RFQ No. 1-20 and Contractor's response to said RFQ on file in City of Vancouver Procurement Services and by reference hereto made a part of this Agreement.

The scope of work, schedule, deliverables and compensation of individual projects, known as individual task orders, will be in writing and mutually agreed upon by the parties.

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

Compensation is limited to the amount specified for each specific task and/or sub-task, unless amended per Section 15 of this Agreement. The City expects Contractor to complete the work stated within the number of hours stated for each task and/or sub-task or the lump sum

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

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

This agreement is a purchase of professional services on an on call, task by task, as needed, basis at the rates attached. Payment for these services shall not exceed \$950,000 unless authorized in writing by the City, according to Section 7 of this Agreement. If additional time is needed, please refer to Section 6 of this agreement. A written amendment must be attached.

2. Order of Precedence.

Where there is a conflict among or between any of these documents, the controlling documents shall be the first listed in the following sequence: Amendments to this Agreement; this Agreement; Contract Purchase Orders; Contractor's submitted proposal to RFQ No. 1-20 and RFQ No. 1-20.

3. Relation of Parties.

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

4. E-Verify.

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

5. Time of Performance.

The service of the Contractor is to commence as of March 4th, 2020. It is agreed services hereunder shall be completed by March 3rd, 2023.

6. Delays and Extensions of Time.

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

7. Compensation and Schedule of Payments.

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

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

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

8. Ownership of Records and Documents.

Any and all work product prepared by the Contractor in the course of performing this Contract shall immediately become the property of the City. In consideration of the compensation provided for by this Agreement, the Contractor hereby further assigns all copyright interests in such

work product to the City. A copy may be retained by the Contractor. Previously owned intellectual property of Contractor, and any know-how, methodologies or processes used by Contractor to provide the services or project deliverables under this Contract shall remain property of Contractor.

9. Termination.

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

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

10. Evaluation and Compliance with the Law.

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

11. City Business and Occupation License.

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

12. Liability and Hold Harmless.

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

scope of indemnity permitted by RCW 4.24.115. Contractor is an independent contractor and responsible for the safety of its employees.

13. Insurance.

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

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

b. **City Listed as an Additional Insured:** The City of Vancouver, its Agents, Representatives, Officers, Directors, Elected and Appointed Officials, and Employees must be named as an additional insured. The required Additional Insured endorsements shall be at least as broad as ISO CG 20 10 11 85, or its equivalent CG 20 10 07 04 and CG 20 37 07 04 must be included with the Certificate of Insurance.

c. **Either the Commercial General Liability or the Workers' Compensation policy must be endorsed to include "Washington Stop Gap" insurance.** The limits and aggregates referenced must apply to the Stop Gap coverage as well. This must be indicated on the certificate.

d. **Worker's Compensation.** Contractor shall carry Workers' Compensation insurance to cover obligations imposed by federal and state statutes having jurisdiction of Contractor's employees engaged in the performance of the work or services; and, Employer's Liability insurance of not less than One Million Dollars (\$1,000,000) for each accident, Five Hundred Thousand Dollars (\$500,000) for each disease for each employee, and One Million Dollars (\$1,000,000) for each disease policy limit.

e. **Umbrella Liability.** The Contractor shall provide Umbrella Liability coverage at limits of not less than one million dollars (\$1,000,000) per occurrence and annual aggregate. This umbrella liability coverage shall apply, at a minimum, to both the Commercial General and Auto insurance policy coverage. This requirement may be satisfied instead through the Contractor's primary Commercial General and Automobile Liability coverage, or any combination thereof.

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.

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

14. Notices.

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

City:

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

Contractor:

Otak, Incorporated
Attn: John Schnaderbeck
700 Washington Street, Suite 800
Vancouver, Washington 98660

15. Amendments.

All changes to this Agreement, including changes to the statement of work and compensation, must be made by written amendment and signed by all parties to this Agreement.

16. Scope of Agreement.

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

17. Ratification.

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

18. Governing Law/Venue.

This Agreement shall be deemed to have been executed and delivered within the State of Washington, and the rights and obligations of the parties hereunder shall be construed and enforced in accordance with, and governed by, the laws of the State of Washington without regard to the principles of conflict of laws. The contractor shall have legal authority to enter into this agreement and be at least 18 years of age. Any action or suit brought in connection with this Agreement shall be brought in the Superior Court of Clark County, Washington.

19. Cooperative Purchasing:

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

20. Public Disclosure Compliance.

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

21. Debarment.

The Contractor certifies that that it is not presently debarred, suspended, proposed for debarment, and declared ineligible or voluntarily excluded from covered transactions by any Federal, State or local department or agency.

22. Nondiscrimination.

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

DATED this _____ day of _____, 2020

CITY OF VANCOUVER,
A municipal corporation

Contractor: Otak. Incorporated
Name

Eric Holmes, City Manager

Signature:

Attest:

By: Printed Name / Title

Natasha Ramras, City Clerk

Approved as to form:

Jonathan Young, City Attorney



Otak, Inc.
City of Vancouver
On-Call Professional Construction Management & Inspection Services

Category	Billing Rate
Sr. PIC/Sr. PM Civil	272.00
PIC/Sr. PM Civil	231.00
Civil Engineer X	201.00
Civil Engineer IX	184.00
Civil Engineer VIII	166.00
Civil Engineer VII	151.00
Civil Engineer VI	141.00
Civil Engineer V	134.00
Civil Engineer IV	123.00
Civil Engineer III	109.00
Civil Engineer II	96.00
Civil Engineer I	88.00
Engineering Designer V	119.00
Engineering Designer IV	104.00
Engineering Designer III	94.00
Engineering Designer II	88.00
Engineering Designer I	79.00
Engineering Tech VIII	173.00
Engineering Tech VII	146.00
Engineering Tech VI	126.00
Engineering Tech V	115.00
Engineering Tech IV	93.00
Engineering Tech III	83.00
Engineering Tech II	72.00
Engineering Tech I	64.00
PIC/Sr. CM	208.00
Sr. Project Manager - CM/PM	186.00
Project Manager - CM/PM	170.00
Construction Manager VI	189.00
Construction Manager V	173.00
Construction Manager IV	160.00
Construction Manager III	145.00
Construction Manager II	134.00
Construction Manager I	118.00
Field Representative VII	160.00
Field Representative VI	139.00
Field Representative V	128.00
Field Representative IV	105.00
Field Representative III	97.00
Field Representative II	86.00
Field Representative I	80.00
CM Documentation Specialist III	115.00
CM Documentation Specialist II	102.00
CM Documentation Specialist I	90.00
Sr. PIC/Sr. PM LA/Mst Pln	226.00
PIC/Sr. PM LA/Master Plan	208.00
Landscape Architect VI	152.00



Category	Billing Rate
Landscape Architect V	133.00
Landscape Architect IV	123.00
Landscape Architect III	111.00
Landscape Architect II	103.00
Landscape Architect I	91.00
Landscape Technician III	95.00
Landscape Technician II	84.00
Landscape Technician I	70.00
PIC/Sr. PM Urban Design	192.00
Urban Designer V	178.00
Urban Designer IV	160.00
Urban Designer III	136.00
Urban Designer II	119.00
Urban Designer I	104.00
Sr. PM - Planner II	176.00
Sr. PM - Planner I	162.00
Planner III	134.00
Planner II	123.00
Planner I	97.00
Planner Associate IV	127.00
Planner Associate III	98.00
Planner Associate II	86.00
Planner Associate I	70.00
Scientist VI	192.00
Scientist V	149.00
Scientist IV	139.00
Scientist III	121.00
Scientist II	93.00
Scientist I	80.00
PIC/PLS Sr. Manager	224.00
Professional Land Surveyor V	189.00
Professional Land Surveyor IV	158.00
Professional Land Surveyor III	144.00
Professional Land Surveyor II	128.00
Professional Land Surveyor I	121.00
Survey Crew Chief III	118.00
Survey Crew Chief II	96.00
Survey Crew Chief I	89.00
Survey Office Technician III	100.00
Survey Office Technician II	92.00
Survey Office Technician I	83.00
Survey Field Technician III	79.00
Survey Field Technician II	75.00
Survey Field Technician I	66.00
Project Coordinator	114.00
Project Admin. Asst	79.00
Graphics Specialist	112.00

Emerio Design Classification, Fees and Reimbursals

Role on Project	Maximum Billing Rate/hr Proposed
Principal	\$300.00
Senior Project Manager	\$217.00
Project Manager	\$198.40
Senior Structural Engineer II	\$202.00
Senior Structural Engineer I	\$180.00
Structural Engineer	\$155.00
Junior Structural Engineer	\$124.00
Senior Project Engineer II	\$179.80
Senior Project Engineer I	\$157.92
Project Engineer	\$130.20
Junior Project Engineer	\$117.80
Senior Architectural Designer	\$127.10
Construction Manager	\$185.63
Senior Construction Inspector I	\$134.14
Construction Inspector	\$114.00
Junior Construction Inspector	\$93.00
Senior Designer II	\$155.00
Senior Designer I	\$122.45
Designer	\$105.40
Junior Designer	\$93.00
Senior Professional Land Surveyor II	\$158.10
Senior Professional Land Surveyor I	\$136.40
Professional Land Surveyor	\$117.80
Senior Land Use Planner	\$114.70
Senior Survey Technician II	\$124.00
Senior Survey Technician I	\$117.80
Junior Survey Technician	\$68.20
Field Coordinator	\$83.70
Junior CADD Technician	\$55.80
Intern	\$57.35
Project Assistant	\$93.00
Three Person Crew	\$215.00
Two Person Crew	\$170.00
One Person Crew	\$140.00
3D Scanner Crew	\$390.00

Emerio Design Reimbursables	Amount
Mileage	Per Contract
Parking, Printing & Postage	Per Contract

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work product to the City. A copy may be retained by the Contractor. Previously owned intellectual property of Contractor, and any know-how, methodologies or processes used by Contractor to provide the services or project deliverables under this Contract shall remain property of Contractor.

9. Termination.

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

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

10. Evaluation and Compliance with the Law.

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

11. City Business and Occupation License.

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

12. Liability and Hold Harmless.

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

scope of indemnity permitted by RCW 4.24.115. Contractor is an independent contractor and responsible for the safety of its employees.

13. Insurance.

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

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

b. **City Listed as an Additional Insured:** The City of Vancouver, its Agents, Representatives, Officers, Directors, Elected and Appointed Officials, and Employees must be named as an additional insured. The required Additional Insured endorsements shall be at least as broad as ISO CG 20 10 11 85, or its equivalent CG 20 10 07 04 and CG 20 37 07 04 must be included with the Certificate of Insurance.

c. Either the Commercial General Liability or the Workers' Compensation policy must be endorsed to include "Washington Stop Gap" insurance. The limits and aggregates referenced must apply to the Stop Gap coverage as well. This must be indicated on the certificate.

d. **Worker's Compensation.** Contractor shall carry Workers' Compensation insurance to cover obligations imposed by federal and state statutes having jurisdiction of Contractor's employees engaged in the performance of the work or services; and, Employer's Liability insurance of not less than One Million Dollars (\$1,000,000) for each accident, Five Hundred Thousand Dollars (\$500,000) for each disease for each employee, and One Million Dollars (\$1,000,000) for each disease policy limit.

e. **Umbrella Liability.** The Contractor shall provide Umbrella Liability coverage at limits of not less than one million dollars (\$1,000,000) per occurrence and annual aggregate. This umbrella liability coverage shall apply, at a minimum, to both the Commercial General and Auto insurance policy coverage. This requirement may be satisfied instead through the Contractor's primary Commercial General and Automobile Liability coverage, or any combination thereof.

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.

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

14. Notices.

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

City:

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

Contractor:

Harper Houf Peterson Righellis, Inc.
Attn: Chuck Harper
1220 Main Street, Suite 150
Vancouver, Washington 98660

15. Amendments.

All changes to this Agreement, including changes to the statement of work and compensation, must be made by written amendment and signed by all parties to this Agreement.

16. Scope of Agreement.

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

17. Ratification.

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

18. Governing Law/Venue.

This Agreement shall be deemed to have been executed and delivered within the State of Washington, and the rights and obligations of the parties hereunder shall be construed and enforced in accordance with, and governed by, the laws of the State of Washington without regard to the principles of conflict of laws. The contractor shall have legal authority to enter into this agreement and be at least 18 years of age. Any action or suit brought in connection with this Agreement shall be brought in the Superior Court of Clark County, Washington.

19. Cooperative Purchasing:

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

20. Public Disclosure Compliance.

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

21. Debarment.

The Contractor certifies that that it is not presently debarred, suspended, proposed for debarment, and declared ineligible or voluntarily excluded from covered transactions by any Federal, State or local department or agency.

22. Nondiscrimination.

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

DATED this _____ day of _____, 2020

CITY OF VANCOUVER,
A municipal corporation

Harper Houf Peterson Righellis, Inc.
Name

Eric Holmes, City Manager

Signature:

Attest:

By: Printed Name / Title

Natasha Ramras, City Clerk

Approved as to form:

Jonathan Young, City Attorney

**Consultant Fee Determination - Summary Sheet
Fee Schedule**

City of Vancouver On-Call Construction Management and Inspection Services

Harper Houf Peterson Righellis Inc.

March 20, 2020

Discipline or Job Title	AVG Hourly Rate \$	Overhead @ %	Labor + Overhead \$	Profit (% of AVG Hr Rate) @ %	Profit \$	Billing Rate Per Hour \$
Project Manager	\$69.57	157.39%	\$179.06	30.00%	\$20.87	\$199.93
Project Engineer	\$58.23	157.39%	\$149.88	30.00%	\$17.47	\$167.35
Civil Engineer	\$45.10	157.39%	\$116.09	30.00%	\$13.53	\$129.62
Civil Designer	\$36.01	157.39%	\$92.69	30.00%	\$10.80	\$103.50
CAD Technician	\$35.01	157.39%	\$90.11	30.00%	\$10.50	\$100.62
Structural Manager	\$56.02	157.39%	\$144.20	30.00%	\$16.81	\$161.01
Structural Engineer	\$52.01	157.39%	\$133.87	30.00%	\$15.60	\$149.48
Structural Designer	\$31.20	157.39%	\$80.31	30.00%	\$9.36	\$89.67
Senior Scientist	\$46.89	157.39%	\$120.70	30.00%	\$14.07	\$134.77
Scientist	\$30.77	157.39%	\$79.20	30.00%	\$9.23	\$88.43
Construction Manager	\$57.69	157.39%	\$148.49	30.00%	\$17.31	\$165.80
Landscape Architect	\$36.54	157.39%	\$94.05	30.00%	\$10.96	\$105.01
Planner	\$40.17	157.39%	\$103.40	30.00%	\$12.05	\$115.45
Inspector	\$34.66	157.39%	\$89.21	30.00%	\$10.40	\$99.60
Survey Manager	\$57.59	157.39%	\$148.23	30.00%	\$17.28	\$165.51
Project Surveyor	\$46.63	157.39%	\$120.03	30.00%	\$13.99	\$134.02
Survey Technician	\$33.47	157.39%	\$86.16	30.00%	\$10.04	\$96.20
Survey Crew (Crew Chief)	\$29.94	157.39%	\$77.05	30.00%	\$8.98	\$86.04
Survey Crew (Instrument Person)	\$24.92	157.39%	\$64.15	30.00%	\$7.48	\$71.62
Clerical	\$22.98	157.39%	\$59.15	30.00%	\$6.89	\$66.04

CITY OF VANCOUVER
PROFESSIONAL SERVICES AGREEMENT No. _____
On-Call Professional Construction Management and Inspection Services

This Agreement by and between the City of Vancouver , a municipal corporation, under the laws of the State of Washington, hereinafter referred to as "City" and Mackay & Sposito hereinafter referred to as "Contractor", whose address is 1325 SE Tech Center Drive, Suite 140, Vancouver, Washington 98683.

WHEREAS, the City desires to engage the Contractor to provide on-call professional construction management and inspection services for a variety of different projects and provide other related professional services on an as needed basis. Contractor has agreed to offer its professional services to perform said work per City issued Request for Qualifications No. 1-20 (RFQ) and Contractor's submittal to said RFQ on file in City Procurement Services.

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

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

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

1. Statement of Work.

Contractor agrees to provide professional construction management, inspections and other related professional services on an as-needed basis for a variety of different projects per RFQ No. 1-20 and Contractor's response to said RFQ on file in City of Vancouver Procurement Services and by reference hereto made a part of this Agreement.

The scope of work, schedule, deliverables and compensation of individual projects, known as individual task orders, will be in writing and mutually agreed upon by the parties.

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

Compensation is limited to the amount specified for each specific task and/or sub-task, unless amended per Section 15 of this Agreement. The City expects Contractor to complete the work stated within the number of hours stated for each task and/or sub-task or the lump sum

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

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

This agreement is a purchase of professional services on an on call, task by task, as needed, basis at the rates attached. Payment for these services shall not exceed \$950,000 unless authorized in writing by the City, according to Section 7 of this Agreement. If additional time is needed, please refer to Section 6 of this agreement. A written amendment must be attached.

2. Order of Precedence.

Where there is a conflict among or between any of these documents, the controlling documents shall be the first listed in the following sequence: Amendments to this Agreement; this Agreement; Contract Purchase Orders; Contractor's submitted proposal to RFQ No. 1-20 and RFQ No. 1-20.

3. Relation of Parties.

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

4. E-Verify.

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

5. Time of Performance.

The service of the Contractor is to commence as of March 4th, 2020. It is agreed services hereunder shall be completed by March 3rd, 2023.

6. Delays and Extensions of Time.

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

7. Compensation and Schedule of Payments.

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

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

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

8. Ownership of Records and Documents.

Any and all work product prepared by the Contractor in the course of performing this Contract shall immediately become the property of the City. In consideration of the compensation provided for by this Agreement, the Contractor hereby further assigns all copyright interests in such

work product to the City. A copy may be retained by the Contractor. Previously owned intellectual property of Contractor, and any know-how, methodologies or processes used by Contractor to provide the services or project deliverables under this Contract shall remain property of Contractor.

9. Termination.

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

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

10. Evaluation and Compliance with the Law.

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

11. City Business and Occupation License.

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

12. Liability and Hold Harmless.

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

scope of indemnity permitted by RCW 4.24.115. Contractor is an independent contractor and responsible for the safety of its employees.

13. Insurance.

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

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

b. **City Listed as an Additional Insured:** The City of Vancouver, its Agents, Representatives, Officers, Directors, Elected and Appointed Officials, and Employees must be named as an additional insured. The required Additional Insured endorsements shall be at least as broad as ISO CG 20 10 11 85, or its equivalent CG 20 10 07 04 and CG 20 37 07 04 must be included with the Certificate of Insurance.

c. Either the Commercial General Liability or the Workers' Compensation policy must be endorsed to include "Washington Stop Gap" insurance. The limits and aggregates referenced must apply to the Stop Gap coverage as well. This must be indicated on the certificate.

d. **Worker's Compensation.** Contractor shall carry Workers' Compensation insurance to cover obligations imposed by federal and state statutes having jurisdiction of Contractor's employees engaged in the performance of the work or services; and, Employer's Liability insurance of not less than One Million Dollars (\$1,000,000) for each accident, Five Hundred Thousand Dollars (\$500,000) for each disease for each employee, and One Million Dollars (\$1,000,000) for each disease policy limit.

e. **Umbrella Liability.** The Contractor shall provide Umbrella Liability coverage at limits of not less than one million dollars (\$1,000,000) per occurrence and annual aggregate. This umbrella liability coverage shall apply, at a minimum, to both the Commercial General and Auto insurance policy coverage. This requirement may be satisfied instead through the Contractor's primary Commercial General and Automobile Liability coverage, or any combination thereof.

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.

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

14. Notices.

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

City:

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

Contractor:

Mackay & Sposito
Attn: Jason Irving
1325 SE Tech Center Drive, Suite 140
Vancouver, Washington 98683

15. Amendments.

All changes to this Agreement, including changes to the statement of work and compensation, must be made by written amendment and signed by all parties to this Agreement.

16. Scope of Agreement.

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

17. Ratification.

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

18. Governing Law/Venue.

This Agreement shall be deemed to have been executed and delivered within the State of Washington, and the rights and obligations of the parties hereunder shall be construed and enforced in accordance with, and governed by, the laws of the State of Washington without regard to the principles of conflict of laws. The contractor shall have legal authority to enter into this agreement and be at least 18 years of age. Any action or suit brought in connection with this Agreement shall be brought in the Superior Court of Clark County, Washington.

19. Cooperative Purchasing:

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

20. Public Disclosure Compliance.

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

21. Debarment.

The Contractor certifies that that it is not presently debarred, suspended, proposed for debarment, and declared ineligible or voluntarily excluded from covered transactions by any Federal, State or local department or agency.

22. Nondiscrimination.

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

DATED this _____ day of _____, 2020

CITY OF VANCOUVER,
A municipal corporation

Contractor: Mackay & Sposito
Name

Eric Holmes, City Manager

Signature:

Attest:

By: Printed Name / Title

Natasha Ramras, City Clerk

Approved as to form:

Jonathan Young, City Attorney

VANCOUVER OFFICE

1325 SE Tech Center Drive, Suite 140 • Vancouver, WA 98683
360.695.3411 • info@mackaysposito.com

**MackKay Sposito Hourly Rate Schedule
(RFQ #1-20) On-Call Professional Construction Management and Inspection Services
March 17, 2020**

Service Category	Hourly Rate	Overtime Rate
Senior Construction Manager	\$185.00	\$277.50
Construction Manager	\$155.00	\$232.50
Construction Inspector III	\$119.00	\$178.50
Construction Inspector II	\$109.00	\$163.50
Construction Inspector II	\$99.00	\$148.50
Survey Party Chief	\$119.00	\$178.50
Survey Instrument Person	\$84.00	\$126.00
Project Manager - Survey	\$153.00	\$153.00
Survey Technician III	\$96.00	\$144.00
Principal	\$220.00	\$220.00
Project Documentation Specialist	\$80.00	\$120.00

All other materials, expenses, and subconsultant services will be invoiced at actual cost plus 10%.

Mileage will be billed in accordance with standard mileage rates published by the Internal Revenue Service.

CITY OF VANCOUVER
PROFESSIONAL SERVICES AGREEMENT No. _____
On-Call Professional Construction Management and Inspection Services

This Agreement by and between the City of Vancouver , a municipal corporation, under the laws of the State of Washington, hereinafter referred to as "City" and Wallis Engineering PLLC hereinafter referred to as "Contractor", whose address is 215 West 4th Street, Suite 200, Vancouver, Washington 98660.

WHEREAS, the City desires to engage the Contractor to provide on-call professional construction management and inspection services for a variety of different projects and provide other related professional services on an as needed basis. Contractor has agreed to offer its professional services to perform said work per City issued Request for Qualifications No. 1-20 (RFQ) and Contractor's submittal to said RFQ on file in City Procurement Services.

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

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

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

1. Statement of Work.

Contractor agrees to provide professional construction management, inspections and other related professional services on an as-needed basis for a variety of different projects per RFQ No. 1-20 and Contractor's response to said RFQ on file in City of Vancouver Procurement Services and by reference hereto made a part of this Agreement.

The scope of work, schedule, deliverables and compensation of individual projects, known as individual task orders, will be in writing and mutually agreed upon by the parties.

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

Compensation is limited to the amount specified for each specific task and/or sub-task, unless amended per Section 15 of this Agreement. The City expects Contractor to complete the work stated within the number of hours stated for each task and/or sub-task or the lump sum

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

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

This agreement is a purchase of professional services on an on call, task by task, as needed, basis at the rates attached. Payment for these services shall not exceed \$950,000 unless authorized in writing by the City, according to Section 7 of this Agreement. If additional time is needed, please refer to Section 6 of this agreement. A written amendment must be attached.

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Where there is a conflict among or between any of these documents, the controlling documents shall be the first listed in the following sequence: Amendments to this Agreement; this Agreement; Contract Purchase Orders; Contractor's submitted proposal to RFQ No. 1-20 and RFQ No. 1-20.

3. Relation of Parties.

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

4. E-Verify.

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

5. Time of Performance.

The service of the Contractor is to commence as of March 4th, 2020. It is agreed services hereunder shall be completed by March 3rd, 2023.

6. Delays and Extensions of Time.

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

7. Compensation and Schedule of Payments.

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

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

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

8. Ownership of Records and Documents.

Any and all work product prepared by the Contractor in the course of performing this Contract shall immediately become the property of the City. In consideration of the compensation provided for by this Agreement, the Contractor hereby further assigns all copyright interests in such

work product to the City. A copy may be retained by the Contractor. Previously owned intellectual property of Contractor, and any know-how, methodologies or processes used by Contractor to provide the services or project deliverables under this Contract shall remain property of Contractor.

9. Termination.

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

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

10. Evaluation and Compliance with the Law.

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

11. City Business and Occupation License.

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

12. Liability and Hold Harmless.

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

scope of indemnity permitted by RCW 4.24.115. Contractor is an independent contractor and responsible for the safety of its employees.

13. Insurance.

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

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

b. **City Listed as an Additional Insured:** The City of Vancouver, its Agents, Representatives, Officers, Directors, Elected and Appointed Officials, and Employees must be named as an additional insured. The required Additional Insured endorsements shall be at least as broad as ISO CG 20 10 11 85, or its equivalent CG 20 10 07 04 and CG 20 37 07 04 must be included with the Certificate of Insurance.

c. Either the Commercial General Liability or the Workers' Compensation policy must be endorsed to include "Washington Stop Gap" insurance. The limits and aggregates referenced must apply to the Stop Gap coverage as well. This must be indicated on the certificate.

d. **Worker's Compensation.** Contractor shall carry Workers' Compensation insurance to cover obligations imposed by federal and state statutes having jurisdiction of Contractor's employees engaged in the performance of the work or services; and, Employer's Liability insurance of not less than One Million Dollars (\$1,000,000) for each accident, Five Hundred Thousand Dollars (\$500,000) for each disease for each employee, and One Million Dollars (\$1,000,000) for each disease policy limit.

e. **Umbrella Liability.** The Contractor shall provide Umbrella Liability coverage at limits of not less than one million dollars (\$1,000,000) per occurrence and annual aggregate. This umbrella liability coverage shall apply, at a minimum, to both the Commercial General and Auto insurance policy coverage. This requirement may be satisfied instead through the Contractor's primary Commercial General and Automobile Liability coverage, or any combination thereof.

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.

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

14. Notices.

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

City:

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

Contractor:

Wallis Engineering PLLC
Attn: Dave Brokaw
215 West 4th Street, Suite 200
Vancouver, Washington 98660

15. Amendments.

All changes to this Agreement, including changes to the statement of work and compensation, must be made by written amendment and signed by all parties to this Agreement.

16. Scope of Agreement.

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

17. Ratification.

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

18. Governing Law/Venue.

This Agreement shall be deemed to have been executed and delivered within the State of Washington, and the rights and obligations of the parties hereunder shall be construed and enforced in accordance with, and governed by, the laws of the State of Washington without regard to the principles of conflict of laws. The contractor shall have legal authority to enter into this agreement and be at least 18 years of age. Any action or suit brought in connection with this Agreement shall be brought in the Superior Court of Clark County, Washington.

19. Cooperative Purchasing:

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

20. Public Disclosure Compliance.

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

21. Debarment.

The Contractor certifies that that it is not presently debarred, suspended, proposed for debarment, and declared ineligible or voluntarily excluded from covered transactions by any Federal, State or local department or agency.

22. Nondiscrimination.

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

DATED this _____ day of _____, 2020

CITY OF VANCOUVER,
A municipal corporation

Contractor: Wallis, Engineering PLLC
Name

Eric Holmes, City Manager

Signature:

Attest:

By: Printed Name / Title

Natasha Ramras, City Clerk

Approved as to form:

Jonathan Young, City Attorney

RATE SCHEDULE

Rate Schedule good through December, 31, 2020

<u>Title</u>	<u>Range</u>	
Associate Engineer	\$141	\$141
Senior Engineer	\$193	\$193
Engineering Manager I - VI	\$165	\$190
Project Engineer I - IX	\$117	\$163
Staff Engineer I - IV	\$95	\$115
Engineering Intern I - III	\$59	\$65
Designer	\$112	\$136
Construction Manager	\$125	\$125
Inspector	\$88	\$103
Technician I-IV	\$78	\$114
Administrative I – VI	\$47	\$104

These hourly rates include in-house office expenses, photocopying, and other incidental items. Mileage will be reimbursed at the current standard IRS rate. Outside expenses will be billed at cost plus 10%.

CITY OF VANCOUVER
PROFESSIONAL SERVICES AGREEMENT No. _____
On-Call Professional Construction Management and Inspection Services

This Agreement by and between the City of Vancouver, a municipal corporation, under the laws of the State of Washington, hereinafter referred to as "City" and JD Joice & Associates LLC hereinafter referred to as "Contractor", whose address is 28308 NE 132nd Avenue, Battle Ground, Washington 98604.

WHEREAS, the City desires to engage the Contractor to provide on-call professional construction management and inspection services for a variety of different projects and provide other related professional services on an as needed basis. Contractor has agreed to offer its professional services to perform said work per City issued Request for Qualifications No. 1-20 (RFQ) and Contractor's submittal to said RFQ on file in City Procurement Services.

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

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

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

1. Statement of Work.

Contractor agrees to provide professional construction management, inspections and other related professional services on an as-needed basis for a variety of different projects per RFQ No. 1-20 and Contractor's response to said RFQ on file in City of Vancouver Procurement Services and by reference hereto made a part of this Agreement.

The scope of work, schedule, deliverables and compensation of individual projects, known as individual task orders, will be in writing and mutually agreed upon by the parties.

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

Compensation is limited to the amount specified for each specific task and/or sub-task, unless amended per Section 15 of this Agreement. The City expects Contractor to complete the work stated within the number of hours stated for each task and/or sub-task or the lump sum

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

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

This agreement is a purchase of professional services on an on call, task by task, as needed, basis at the rates attached. Payment for these services shall not exceed \$950,000 unless authorized in writing by the City, according to Section 7 of this Agreement. If additional time is needed, please refer to Section 6 of this agreement. A written amendment must be attached.

2. Order of Precedence.

Where there is a conflict among or between any of these documents, the controlling documents shall be the first listed in the following sequence: Amendments to this Agreement; this Agreement; Contract Purchase Orders; Contractor's submitted proposal to RFQ No. 1-20 and RFQ No. 1-20.

3. Relation of Parties.

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

4. E-Verify.

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

5. Time of Performance.

The service of the Contractor is to commence as of March 4th, 2020. It is agreed services hereunder shall be completed by March 3rd, 2023.

6. Delays and Extensions of Time.

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

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

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

8. Ownership of Records and Documents.

Any and all work product prepared by the Contractor in the course of performing this Contract shall immediately become the property of the City. In consideration of the compensation provided for by this Agreement, the Contractor hereby further assigns all copyright interests in such

work product to the City. A copy may be retained by the Contractor. Previously owned intellectual property of Contractor, and any know-how, methodologies or processes used by Contractor to provide the services or project deliverables under this Contract shall remain property of Contractor.

9. Termination.

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

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

10. Evaluation and Compliance with the Law.

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

11. City Business and Occupation License.

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

12. Liability and Hold Harmless.

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

scope of indemnity permitted by RCW 4.24.115. Contractor is an independent contractor and responsible for the safety of its employees.

13. Insurance.

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

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

b. **City Listed as an Additional Insured:** The City of Vancouver, its Agents, Representatives, Officers, Directors, Elected and Appointed Officials, and Employees must be named as an additional insured. The required Additional Insured endorsements shall be at least as broad as ISO CG 20 10 11 85, or its equivalent CG 20 10 07 04 and CG 20 37 07 04 must be included with the Certificate of Insurance.

c. Either the Commercial General Liability or the Workers' Compensation policy must be endorsed to include "Washington Stop Gap" insurance. The limits and aggregates referenced must apply to the Stop Gap coverage as well. This must be indicated on the certificate.

d. **Worker's Compensation.** Contractor shall carry Workers' Compensation insurance to cover obligations imposed by federal and state statutes having jurisdiction of Contractor's employees engaged in the performance of the work or services; and, Employer's Liability insurance of not less than One Million Dollars (\$1,000,000) for each accident, Five Hundred Thousand Dollars (\$500,000) for each disease for each employee, and One Million Dollars (\$1,000,000) for each disease policy limit.

e. **Umbrella Liability.** The Contractor shall provide Umbrella Liability coverage at limits of not less than one million dollars (\$1,000,000) per occurrence and annual aggregate. This umbrella liability coverage shall apply, at a minimum, to both the Commercial General and Auto insurance policy coverage. This requirement may be satisfied instead through the Contractor's primary Commercial General and Automobile Liability coverage, or any combination thereof.

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.

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

14. Notices.

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

City:

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

Contractor:

JD Joice & Associates LLC
Attn: Jim Joice
28308 NE 132nd Avenue
Battle Ground, Washington 98604

15. Amendments.

All changes to this Agreement, including changes to the statement of work and compensation, must be made by written amendment and signed by all parties to this Agreement.

16. Scope of Agreement.

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

17. Ratification.

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

18. Governing Law/Venue.

This Agreement shall be deemed to have been executed and delivered within the State of Washington, and the rights and obligations of the parties hereunder shall be construed and enforced in accordance with, and governed by, the laws of the State of Washington without regard to the principles of conflict of laws. The contractor shall have legal authority to enter into this agreement and be at least 18 years of age. Any action or suit brought in connection with this Agreement shall be brought in the Superior Court of Clark County, Washington.

19. Cooperative Purchasing:

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

20. Public Disclosure Compliance.

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

21. Debarment.

The Contractor certifies that that it is not presently debarred, suspended, proposed for debarment, and declared ineligible or voluntarily excluded from covered transactions by any Federal, State or local department or agency.

22. Nondiscrimination.

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

DATED this _____ day of _____, 2020

CITY OF VANCOUVER,
A municipal corporation

Contractor: JD Joice & Associates LLC
Name

Eric Holmes, City Manager

Signature:

Attest:

By: Printed Name / Title

Natasha Ramras, City Clerk

Approved as to form:

Jonathan Young, City Attorney

FEE SCHEDULE FOR JD JOICE

On-Call Professional Services for a senior inspector will be 99.00 / regular straight time per hour and 134.00 / overtime per hour.

CITY OF VANCOUVER
PROFESSIONAL SERVICES AGREEMENT No. _____
On-Call Professional Construction Management and Inspection Services

This Agreement by and between the City of Vancouver , a municipal corporation, under the laws of the State of Washington, hereinafter referred to as "City" and Exeltech Consulting hereinafter referred to as "Contractor", whose address is 8729 Commerce Place Drive NE, Suite A, Lacey Washington 98516.

WHEREAS, the City desires to engage the Contractor to provide on-call professional construction management and inspection services for a variety of different projects and provide other related professional services on an as needed basis. Contractor has agreed to offer its professional services to perform said work per City issued Request for Qualifications No. 1-20 (RFQ) and Contractor's submittal to said RFQ on file in City Procurement Services.

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

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

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

1. Statement of Work.

Contractor agrees to provide professional construction management, inspections and other related professional services on an as-needed basis for a variety of different projects per RFQ No. 1-20 and Contractor's response to said RFQ on file in City of Vancouver Procurement Services and by reference hereto made a part of this Agreement.

The scope of work, schedule, deliverables and compensation of individual projects, known as individual task orders, will be in writing and mutually agreed upon by the parties.

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

Compensation is limited to the amount specified for each specific task and/or sub-task, unless amended per Section 15 of this Agreement. The City expects Contractor to complete the work stated within the number of hours stated for each task and/or sub-task or the lump sum

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

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

This agreement is a purchase of professional services on an on call, task by task, as needed, basis at the rates attached. Payment for these services shall not exceed \$950,000 unless authorized in writing by the City, according to Section 7 of this Agreement. If additional time is needed, please refer to Section 6 of this agreement. A written amendment must be attached.

2. Order of Precedence.

Where there is a conflict among or between any of these documents, the controlling documents shall be the first listed in the following sequence: Amendments to this Agreement; this Agreement; Contract Purchase Orders; Contractor's submitted proposal to RFQ No. 1-20 and RFQ No. 1-20.

3. Relation of Parties.

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

4. E-Verify.

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

5. Time of Performance.

The service of the Contractor is to commence as of March 4th, 2020. It is agreed services hereunder shall be completed by March 3rd, 2023.

6. Delays and Extensions of Time.

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

7. Compensation and Schedule of Payments.

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

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

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

8. Ownership of Records and Documents.

Any and all work product prepared by the Contractor in the course of performing this Contract shall immediately become the property of the City. In consideration of the compensation provided for by this Agreement, the Contractor hereby further assigns all copyright interests in such

work product to the City. A copy may be retained by the Contractor. Previously owned intellectual property of Contractor, and any know-how, methodologies or processes used by Contractor to provide the services or project deliverables under this Contract shall remain property of Contractor.

9. Termination.

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

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

10. Evaluation and Compliance with the Law.

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

11. City Business and Occupation License.

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

12. Liability and Hold Harmless.

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

scope of indemnity permitted by RCW 4.24.115. Contractor is an independent contractor and responsible for the safety of its employees.

13. Insurance.

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

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

b. **City Listed as an Additional Insured:** The City of Vancouver, its Agents, Representatives, Officers, Directors, Elected and Appointed Officials, and Employees must be named as an additional insured. The required Additional Insured endorsements shall be at least as broad as ISO CG 20 10 11 85, or its equivalent CG 20 10 07 04 and CG 20 37 07 04 must be included with the Certificate of Insurance.

c. Either the Commercial General Liability or the Workers' Compensation policy must be endorsed to include "Washington Stop Gap" insurance. The limits and aggregates referenced must apply to the Stop Gap coverage as well. This must be indicated on the certificate.

d. **Worker's Compensation.** Contractor shall carry Workers' Compensation insurance to cover obligations imposed by federal and state statutes having jurisdiction of Contractor's employees engaged in the performance of the work or services; and, Employer's Liability insurance of not less than One Million Dollars (\$1,000,000) for each accident, Five Hundred Thousand Dollars (\$500,000) for each disease for each employee, and One Million Dollars (\$1,000,000) for each disease policy limit.

e. **Umbrella Liability.** The Contractor shall provide Umbrella Liability coverage at limits of not less than one million dollars (\$1,000,000) per occurrence and annual aggregate. This umbrella liability coverage shall apply, at a minimum, to both the Commercial General and Auto insurance policy coverage. This requirement may be satisfied instead through the Contractor's primary Commercial General and Automobile Liability coverage, or any combination thereof.

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.

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

14. Notices.

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

City:

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

Contractor:

Exeltech Consulting
Attn: Santosh Kuruvilla
8729 Commerce Place Drive NE, Suite A
Lacey, Washington 98516

15. Amendments.

All changes to this Agreement, including changes to the statement of work and compensation, must be made by written amendment and signed by all parties to this Agreement.

16. Scope of Agreement.

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

17. Ratification.

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

18. Governing Law/Venue.

This Agreement shall be deemed to have been executed and delivered within the State of Washington, and the rights and obligations of the parties hereunder shall be construed and enforced in accordance with, and governed by, the laws of the State of Washington without regard to the principles of conflict of laws. The contractor shall have legal authority to enter into this agreement and be at least 18 years of age. Any action or suit brought in connection with this Agreement shall be brought in the Superior Court of Clark County, Washington.

19. Cooperative Purchasing:

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

20. Public Disclosure Compliance.

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

21. Debarment.

The Contractor certifies that that it is not presently debarred, suspended, proposed for debarment, and declared ineligible or voluntarily excluded from covered transactions by any Federal, State or local department or agency.

22. Nondiscrimination.

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

DATED this _____ day of _____, 2020

CITY OF VANCOUVER,
A municipal corporation

CONTRACTOR: Exeltech Consulting
Name

Eric Holmes, City Manager

Signature:

Attest:

By: Printed Name / Title

Natasha Ramras, City Clerk

Approved as to form:

Jonathan Young, City Attorney

EXELTECH CONSULTING, INC.

FY 2020

City of Vancouver On-Call Construction Management & Inspection Services

Job Classification	All Inclusive Hourly Billing Rate NTE
President/Contract Manager	\$250.49
Project Manager/Resident Engineer	\$170.30
Construction Inspector	\$132.92
Document Control/Office Engineer	\$146.18
Administration	\$97.24

Note: Rates are subject to 3.5% annual escalation

**City of Vancouver On-Call
Emerio Design Classification, Fees and Reimbursals**

Role on Project	Maximum Billing Rate/hr Proposed
Principal	\$300.00
Construction Manager	\$185.63
Senior Construction Inspector I	\$134.14
Construction Inspector	\$114.00
Junior Construction Inspector	\$93.00
Senior Professional Land Surveyor II	\$158.10
Senior Professional Land Surveyor I	\$136.40
Professional Land Surveyor	\$117.80
Senior Survey Technician II	\$124.00
Senior Survey Technician I	\$117.80
Junior Survey Technician	\$68.20
Field Coordinator	\$83.70
Junior CADD Technician	\$55.80
Three Person Crew	\$215.00
Two Person Crew	\$170.00
One Person Crew	\$140.00
3D Scanner Crew	\$390.00

Emerio Design Reimbursables	Amount
Mileage	Per Contract
Parking, Printing & Postage	Per Contract



Staff Report 045-20

TO: Mayor and City Council

FROM: Eric Holmes, City Manager

DATE: 4/20/2020

SUBJECT Air Encroachment Agreement for Block 20

Key Points

- Block 20 construction has started and a portion of balconies on floors 3-7 will encroach over air space above City property, so a permanent air encroachment agreement is needed to ensure construction continues on schedule and that the City is compensated for the encroachment.
- The air encroachment agreement is a permanent agreement that will be in effect for the life of the building.
- The Block 20 grantees will pay the City a total of \$ 138,888 for the permanent encroachment agreement over the City property.

Strategic Plan Alignment

Goal 7, Objective 7.1: Support redevelopment of the Columbia River waterfront.

Present Situation

The owners of Block 20 are currently working on pouring the foundation and parking lot slab and will soon need to proceed with the upper floors. The grantees in the agreement are: TC Waterfront LLC, CG Waterfront LLC and JSP Waterfront LLC.

Parks and Recreation Department staff has agreed to the terms of the agreement and have worked with the City's Legal staff and the grantees on the agreement.

Advantage(s)

1. This agreement will assure construction can continue on the tie backs and the remainder of the building. At this time, this building construction is critical to complete before the river levels rise and fall under the Governor's related to avoiding construction spoilage.

2. The funding will be added to the project funds at Esther Short and will eventually be used to improve the restroom at Esther Short and replace the current restrooms with Portland Loo style restrooms.

Disadvantage(s)

A portion the balconies, 1088 square feet of balcony space on floors 3-7, will encroach over City property. Staff are in agreement to this condition given the payment for use as well as mitigation provisions.

Budget Impact

The City will receive payment equal to the square footage on the park improvements equal to \$138,888. The revenues will be earmarked to fund future parks capital improvements in the City Center Vision area.

Prior Council Review

- The Development agreement for Block 20 was approved by City Council on April 15, 2019.
- Council approved a temporary tie back construction agreement on January 13, 2020.

Action Requested

Authorize the City Manager to execute the Air Rights Easement Agreement with Waterfront LLCs and authorize any subsequent legal action necessary to enforce the terms of the same.

Julie Hannon, Parks and Recreation Director, 487-8309

ATTACHMENTS:

- ▢ Air Rights Easement Agreement for Block 20
- ▢ Exhibit A Legal Description of Waterfront Park
- ▢ Exhibit B Legal Description of Block 20
- ▢ Exhibit C Legal Description of Easement Overhang

EASEMENT AGREEMENT FOR AIR RIGHTS

This Easement Agreement for Air Rights (“Agreement”) is made this _____ day of _____, 2020, by and between the City of Vancouver, a Washington municipal corporation (“City”), and TC Waterfront LLC, a Delaware limited liability company, CG Waterfront, LLC, a Delaware limited liability company, and JSP Waterfront, LLC, a Delaware limited liability company (collectively, the “Waterfront LLC’s”).

RECITALS

A. City is the owner of real property located in Clark County, Washington, which is currently improved and used as a public park and public right-of-way is legally described on **Exhibit A** attached hereto (the “City Property”).

B. Waterfront LLCs, are the owners of real property located in Clark County, Washington, to the northeast of the City Property, commonly known as “Block 20” of the Vancouver Waterfront, and legally described on **Exhibit B** attached hereto (the “Waterfront LLC’s Property”).

C. Waterfront LLCs intend to develop its property with a seven-story apartment building with underground parking (the “Building”).

D. Waterfront LLCs desire to obtain from City, and City desires to grant to Waterfront LLCs, subject to the terms and provisions of this Agreement, an easement permitting the construction, location, maintenance, operation, occupancy, and use of such Building that extends above City Property, as legally described and depicted in **Exhibit C** attached hereto and incorporated (“the Easement Area”).

NOW THEREFORE, in consideration of the covenants contained herein and other good and valuable consideration, the sufficiency of which is hereby acknowledged, the parties hereto, intending to be legally bound, hereby agree as follows:

AGREEMENTS

1. Incorporation of Recitals. The foregoing recitals are hereby incorporated into this Agreement.
2. Grant of Easement. City does hereby declare, grant, create, and establish to and for the benefit and use of Waterfront LLCs and any successive owners of Waterfront LLCs Property, a perpetual, exclusive easement in the air space of the Easement Area to the extent reasonably necessary to accommodate the construction, location, operation, occupancy, of the Building as such shall extend over and above the Easement Area as described in Exhibit C.
3. Compensation. Upon execution of this Agreement, Waterfront LLCs shall pay or cause to be paid to the City the sum of one hundred thirty eight thousand eight hundred and eight-eight dollars (\$138,888.00) as consideration for the easement granted herein. City and Waterfront LLC's have reached the payment for the airspace rights without a full study to accommodate Waterfront LLCs' construction scheduling needs. This payment is only for the City Property used as a park. In the event the City adopts an ordinance providing for a methodology to assess payments for airspace rights over city rights-of-way, Waterfront LLCs agree to reopen the valuation provided for in this Agreement.
4. Damages and Indemnities. In exercising the rights granted under the terms hereof and satisfying the obligations imposed herein, Waterfront LLCs shall take precautions to avoid unlicensed encroachment upon and interference with the portions of the City Property lying outside of the Easement Area, and if such are distributed or harmed in any way by Waterfront LLCs' activities, Waterfront LLCs shall, reimburse City for its costs in repairing all such damage.

Waterfront LLCs hereby covenant and agree to defend, indemnify and hold harmless City's officers, employees, representatives, agents, successors and assigns (hereinafter collectively the "Indemnitees") from all claims, losses, expenses, liens (including, without limitation, liens or claims for services rendered or labor or materials furnished), encumbrances, liabilities, penalties, judgments, settlements, fines, losses, damages, proceedings, actions (civil, criminal or administrative) (whether brought by any governmental entity or non-governmental entity or person), and costs, including without limitation, attorney's fees, court costs, consultant fees, expert fees and other litigation-related expenses (hereinafter, collectively, the "Claims"), brought against, imposed upon, suffered by or paid by Indemnitees or arising out of or in connection with or resulting from: (i) Waterfront LLCs' construction activities within the Easement Area; (ii) the negligence of Waterfront LLCs or Waterfront LLCs' officers, employees, contractors, subcontractors, consultants, agents and/or assigns (collectively, "Waterfront LLCs' Agents" in connection with the Building; (iii) injury to a person or persons including accidental injury or death arising out of, indirectly or directly, the utilization of the Easement Area including the construction of the Waterfront LLCs' Building and the maintenance or utilization thereof by Waterfront LLCs or Waterfront LLCs' Agents, or the invitees of either Waterfront LLCs, or Waterfront LLCs' Agents at any time following such construction of the Waterfront LLCs' Building. The foregoing indemnities shall survive and continue after the execution hereof and the termination or revocation of the easements granted hereunder.

4. Work Standards. All work to be performed by Waterfront LLCs or their agents, contractors, or subcontractors within the Easement Area and shall be performed at Waterfront LLCs' sole cost and expense, and shall be performed: (i) in a careful and workmanlike manner; (ii) in accordance with all applicable laws, codes, regulations, and ordinances, and (iii) free of all claims or liens. Waterfront LLCs shall restore any property damage to the City's Property caused by Waterfront LLCs' use of the easements granted herein.

7. Insurance. Waterfront LLCs shall obtain Commercial General Liability ("CGL") insurance insuring against claims for injuries, damages to or death of persons and injuries, loss of use and damages to property arising out of Waterfront LLCs activities on City Property, within the Easement Area, including contractual liability coverage for claims pursuant to the indemnity provisions of this Agreement to afford protection for limits of not less than \$2,000,000 combined single limit for bodily injury or property damage. Such CGL insurance policy shall be annually renewing, occurrence based, and shall be primary and not contributory to any similar insurance. City, and its officers, agents and employees shall be named as additional insureds with form at least as broad as ISO CG 2026 – Designated Person or Organization, without modification, affording coverage regardless of the additional insureds' sole or concurrent negligence, as respects to operations arising out of this Agreement. Such insurance shall not be canceled or materially altered without first giving thirty (30) days' written notice thereof to City. Waterfront LLCs shall furnish City certificates of such CGL insurance prior to construction over City's Property, and annually thereafter and upon City's request from time to time.

Waterfront LLCs shall also obtain and maintain Statutory Workers Compensation insurance covering all employees as required by law.

9. Damage to Underground Utilities, Park Trees, or Other Building.

Waterfront LLCs shall promptly repair, at Waterfront LLCs expense, any damage to existing Building on or under the City Property or in the public right-of-way that is caused directly or indirectly by acts or omissions of Waterfront LLCs, their contractors, agents or employees in the exercise of the rights reserved in this Agreement.

If any damage occurs to the existing trees and shrubs, Waterfront LLCs shall replace, at Waterfront LLCs sole expense, the damaged vegetation with trees and shrubs of the same variety, size and condition. Waterfront LLCs acknowledge that the trees and shrubs that exist on the City Property are valuable property and that locating trees of similar size and species may be challenging. To the extent Waterfront LLCs are unable to replace damaged trees with trees of the equivalent size or species, Waterfront LLC must compensate the City for each damaged tree in an amount of \$4,000 per tree.

9. As-Built Plans. After completion of the Building, Waterfront LLCs shall deliver to City a copy of plans showing the actual location of the Building including the portion of the building extending over City Property.

10. Reservation of Rights. City reserves the right to use the Easement Area for any lawful use not inconsistent with this Agreement, so long as such use shall not materially interfere with the construction and subsequent use of the Building.
11. Duty of Maintenance. Waterfront LLCs, on behalf of all subsequent owners of the Waterfront LLCs' Building, shall have the duty and obligation, to at all times, to maintain the Waterfront LLCs' Building erected on, over, above and through the Easement Area in a safe and structurally sound condition. Upon completion of the Building, and at intervals not exceeding two (2) years thereafter, Waterfront LLCs shall cause its Building to be inspected by a certified structural inspector under the supervision of a licensed structural engineer and Waterfront LLCs shall provide the City with a copy of all documentation related to any such inspection within thirty (30) days of the inspection. All maintenance required by the above inspections shall be the responsibility and duty of Waterfront LLCs and must be completed by a properly licensed and insured contractor approved by the City within ninety (90) days of the inspection, or as directed by the inspection report, whichever is sooner. Waterfront LLCs shall provide City with a copy of all documentation related to the maintenance within thirty (30) days of the completion of said maintenance. In the event that Waterfront LLCs fail to satisfy the ongoing inspection and maintenance duties and requirements set forth in this Agreement, and such failure continues for a period of thirty (30) days following written notice from City thereof (provided, however, if the nature of such duties and requirements reasonably requires a period longer than thirty (30) days to complete, then Waterfront LLCs shall not be deemed to have failed to timely perform such duties and requirements so long as Waterfront LLCs commence such performance within the initial thirty (30) day period and diligently prosecutes the same to completion), Waterfront LLCs are authorized to complete inspections and maintenance as deemed appropriate by City or Waterfront LLCs' agents, and in City's sole discretion, City may seek payment from Waterfront LLCs for City's actual, out of pocket costs and expenses in connection therewith and may place a lien on the Building for such costs and expenses if Waterfront LLCs fail to reimburse City within thirty (30) days following written demand therefor, which shall include reasonable supporting documentation for such costs and expenses.
12. Easement Runs with the City Property. The Easement hereby granted shall be an easement running with the real property rights constituting the Easement Area as described in Exhibit C, for the benefit of the Waterfront LLCs Building and property described in Exhibit B and shall be binding upon City and its successors and assigns and successive owners of the Easement Area and inure to the benefit of Waterfront LLCs and its successors and assigns. The Easements granted under this instrument shall continue so long as the Waterfront LLCs Building, as they are to be constructed, remain in existence.
13. Restrictions, Covenants, and Indemnities Run with the Waterfront LLC's's Building. The restrictions, covenants and agreements of indemnity hereby imposed in connection with the construction and utilization of the subject Waterfront LLCs' Building (collectively the "Restrictions") shall run with the Easement Area (Exhibit C) and the Waterfront LLCs' Building (Exhibit B) for the benefit of the Easement Area and shall be binding upon the Waterfront LLCs and its successors and assigns and shall inure to the benefit of the City and its successors and assigns and all successive owners of the Easement Area. The Restrictions shall be perpetual

obligations and shall not terminate, notwithstanding any termination, expiration or revocation of the terms of the Easement, until satisfied in accordance with terms hereof.

14. Non-waiver. No failure to exercise and no delay in exercising any right, power, or privilege on the part of any Party shall constitute a waiver of any other or further exercise thereof or the exercise of any right, power, or privilege. Further, the rights and remedies herein provided are cumulative and not exclusive of any rights or remedies provided by law. No waiver of any of the provisions of this instrument shall be deemed or shall constitute a waiver of any other provisions whether or not similar, nor shall any constitute a continuing waiver. No waiver shall be binding unless executed in writing by the Party making the waiver.
15. Further Assurances. Each Party further covenants to the other to execute any and all other documents which may be necessary to effect the terms and conditions of this Agreement and any other agreements or documents as contemplated by this Agreement.
16. Incorporation by Reference. All recitals and exhibits to this Agreement are hereby incorporated by reference as if set forth herein.
17. Right of Specific Performance. Each Party shall have the right to require the other Party to specifically perform such Party's obligations hereunder, including the right to enjoin the other Party from exercising any right that may interfere with the rights granted hereunder to the other Party.
18. Counterparts. This Agreement may be executed in counterparts, each of which is deemed an original but all of which constitute one and the same instrument. The signature pages may be detached from each counterpart and combined into one instrument. This Agreement may be signed and delivered by facsimile or via email in PDF or other similar format, each of which shall be effective as an original.
19. Entire Agreement. This Agreement sets forth the entire understanding of the Parties, and supersedes all prior understandings relating to them, whether written or oral. This Agreement may be amended in whole or in part only by mutual written agreement of City and Waterfront LLCs.
20. Successors and Assigns. This Agreement shall be binding upon and inure to the benefit of the Parties hereto and their successors and permitted assigns. This Agreement shall not confer any rights or remedies upon any person other than the Parties and their respective successors and permitted assigns.
21. Further Acts and Cooperation. Each Party shall deliver to the other Party, from time to time, at no additional cost to the requesting Party, such further information, plans, instruments, records, or other documents or assurances as may be reasonably necessary to give full effect to this Agreement and to allow each Party fully to exercise such Party's obligations and enjoy such Party's rights accorded by this Agreement.

22. Notice. Waterfront LLCs shall give City reasonable prior written notice of Waterfront LLCs' intention to commence construction of the Building of no less than fifteen (15) business days.
23. Binding Effect & Runs with the Land. The benefits and burdens of this Agreement are appurtenant to and shall run with the Waterfront LLCs' Property and City's Property, as applicable, shall be binding upon the heirs, executors, administrators, personal representatives, transferees, or successors in interest or assigns of the Waterfront LLCs and City, as the current fee or leasehold owners thereof, for the term hereof, and shall not be extinguished by nonuse or abandonment, or transfer of any interest in the properties affected.
24. Attorneys' Fees. If any suit is instituted by either party to this Agreement arising out of or pertaining to this Agreement, the substantially prevailing party shall be entitled to recover its reasonable attorneys' fees and all costs and expenses incurred relative to that suit and on appeal from the substantially non-prevailing party, in addition to such other relief available to the substantially non-prevailing party.
25. Severability. If any clause, sentence, or other portion of the terms, conditions, covenants, and restrictions of this Agreement becomes illegal, null, or void for any reason, or is held by any court of competent jurisdiction to be so, the remaining portions will remain in full force and effect.
26. Enforcement and Venue. In the event of a breach of any of the covenants or agreements set forth in this Agreement, the parties shall be entitled to any and all remedies available at law or in equity, including but not limited to the equitable remedies of specific performance or mandatory or prohibitory injunction. The Parties agree that if legal action is necessary in connection with this Agreement, exclusive venue shall lie in the Superior Court of Washington, Clark County.
27. Amendments. It is hereby mutually agreed and understood that any addition, variation, or modification to this Agreement shall be ineffective unless in writing and signed by the parties hereto or their successors in interest.
28. Applicable Law. This Agreement and the performance thereof shall be governed, interpreted, construed, and regulated by the laws of the state of Washington.
29. Recording & Excise Tax. This Agreement shall be recorded and Waterfront LLCs shall pay all recording costs and any applicable excise taxes due in connection with making of this Agreement.
30. Authority. City represents and warrants that it is the owner of the City Property and that the person executing this Agreement on its behalf is duly authorized to do so. Waterfront LLCs represent and warrant that it is the owner of the Waterfront LLCs' Property and the person or persons executing this Agreement on behalf of the Waterfront LLCs are duly authorized to do so. All persons signing this Agreement in a representative capacity represent and warrant they have authority to do so.

Executed and delivered as of the day and year first above written.

[Signatures on following pages]

By: _____
Eric Holmes, City Manager

Attest:

Natasha Ramras, City Clerk

I certify that I know or have satisfactory evidence that **Eric Holmes** signed this instrument, on oath stated that he was authorized to execute the instrument and acknowledged it as the City Manager of the City of Vancouver to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal this _____ day of _____, 2019.

NOTARY PUBLIC for Washington
Residing in _____
My Commission Expires: _____

Waterfront LLC's

By:_____

XXXXXX
XXXXXX

STATE OF WASHINGTON)
) ss.
County of Clark)

I certify that I know or have satisfactory evidence that _____ signed this instrument, on oath stated that he was authorized to execute the instrument and acknowledged it as the _____ of Waterfront LLC's, LLC to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal this _____ day of _____, 2019.

NOTARY PUBLIC for Washington
Residing in _____
My Commission Expires: _____

CG Waterfront, LLC

By:_____

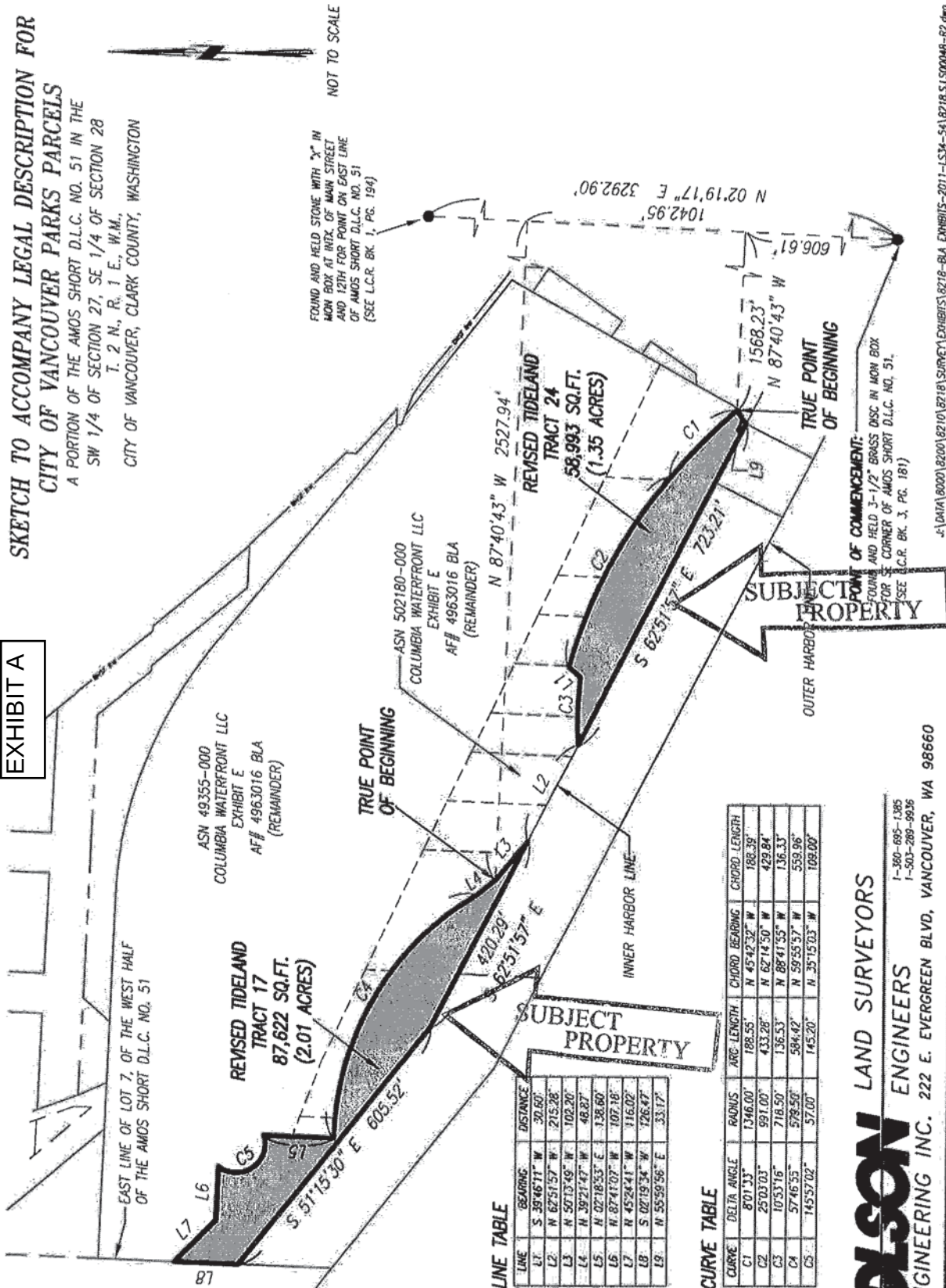
XXXXXX
XXXXXX

STATE OF WASHINGTON)
) ss.
County of Clark)

I certify that I know or have satisfactory evidence that _____ signed this instrument, on oath stated that he was authorized to execute the instrument and acknowledged it as the _____ of CG Waterfront, LLC to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal this _____ day of _____, 2019.

**SKETCH TO ACCOMPANY LEGAL DESCRIPTION FOR
CITY OF VANCOUVER PARKS PARCELS**
A PORTION OF THE AMOS SHORT D.L.C. NO. 51 IN THE
SW 1/4 OF SECTION 27, SE 1/4 OF SECTION 28
T. 2 N., R. 1 E., W.M.,
CITY OF VANCOUVER, CLARK COUNTY, WASHINGTON



OLSON LAND SURVEYORS
ENGINEERS

ENGINEERING INC. 222 E. EVERGREEN BLVD, VANCOUVER, WA 98660
1-503-289-9936

J:\DATA\8000\8210\8218\SURVEY\EXHIBITS\8218-BLA EXHIBITS-2017-LS34-54\8218.SLS00048-R2.dwg



Exhibit "B"
Legal Description
Block 20- Vancouver Waterfront Phase 2 Short Plat

Block 20 of that Short Plat recorded in Book 4, Page 214, Short Plat Records of Clark County, Washington, being a portion of the Southwest one-quarter of Section 27, Township 2 North, Range 1 East of the Willamette Meridian, recorded September 19, 2019 under Auditor's File Number 5650139, records of Clark County, Washington.

Contains in all 39,084 square feet or 0.897 acres, more or less.

Together with and/or subject to easements of record as applicable.



Exhibit "C"
Legal Description
Aerial Encroachment Easement

A parcel of land lying in the Southeast One-Quarter of Section 28 and the Southwest One-Quarter of Section 27, Township 2 North, Range 1 East, of the Willamette Meridian, City of Vancouver, Clark County, Washington, also being a portion of that tract of land described in Auditor's File Number 5208751 D, Clark County Deed Records, being more particularly described as follows:

BEGINNING AT the most westerly northwest corner of Block 20, "Vancouver Waterfront Phase 2 Short Plat" Book 4 Page 214, Clark County Short Plat Records;

Thence South $02^{\circ}18'53''$ West, along the westerly line of said Lot 20, for a distance of 3.88 feet to a point;

Thence North $87^{\circ}41'07''$ West, leaving said westerly line, for a distance of 4.76 feet to an angle point;

Thence North $02^{\circ}18'53''$ East, for a distance of 2.34 feet to a point on the southerly right-of-way line of W Columbia Way and the beginning of a 57.00 foot radius non-tangent curve to the left;

Thence along said non-tangent curve to the left, along said southerly right-of-way line of W Columbia Way, through a central angle of $5^{\circ}01'53''$ (the long chord of which bears North $74^{\circ}17'22''$ East, 5.00 feet) an arc distance of 5.01 feet to **POINT OF BEGINNING**;

The parcel of land to which this description applies contains 15 square feet, more or less.

ALSO INCLUDING the following described parcel of land:

COMMENCING FROM the most westerly northwest corner of Block 20, "Vancouver Waterfront Phase 2 Short Plat" Book 4 Page 214, Clark County Short Plat Records;

Thence South $02^{\circ}18'53''$ West, along the westerly line of said Lot 20, for a distance of 26.63 feet to **POINT OF BEGINNING "A"**;

Thence South $02^{\circ}18'53''$ West, continuing along the westerly line of said Lot 20, for a distance of 22.89 feet to a point;

Thence North $87^{\circ}41'07''$ West, leaving said westerly line, for a distance of 4.55 feet to an angle point;

Thence North $02^{\circ}22'22''$ East, for a distance of 22.86 feet to an angle point;

Thence South $88^{\circ}01'25''$ East, for a distance of 4.52 feet to **POINT OF BEGINNING "A"**;

The parcel of land to which this description applies contains 104 square feet, more or less.

ALSO INCLUDING the following described parcel of land:

COMMENCING FROM the most westerly northwest corner of Block 20, "Vancouver Waterfront Phase 2 Short Plat" Book 4 Page 214, Clark County Short Plat Records;

Thence South 02°18'53" West, along the westerly line of said Lot 20, for a distance of 66.55 feet to **POINT OF BEGINNING "B"**;

Thence South 02°18'53" West, continuing along the westerly line of said Lot 20, for a distance of 11.01 feet to a point;

Thence North 87°26'05" West, leaving said westerly line, for a distance of 4.53 feet to an angle point;

Thence North 02°12'59" East, for a distance of 10.99 feet to an angle point;

Thence South 87°41'07" East, for a distance of 4.55 feet to **POINT OF BEGINNING "B"**;

The parcel of land to which this description applies contains 50 square feet, more or less.

ALSO INCLUDING the following described parcel of land:

COMMENCING FROM the most westerly northwest corner of Block 20, "Vancouver Waterfront Phase 2 Short Plat" Book 4 Page 214, Clark County Short Plat Records;

Thence South 02°18'53" West, along the westerly line of said Lot 20, for a distance of 87.42 feet to **POINT OF BEGINNING "C"**;

Thence South 02°18'53" West, continuing along the westerly line of said Lot 20, for a distance of 13.70 feet to a point;

Thence North 87°41'07" West, leaving said westerly line, for a distance of 4.76 feet to an angle point;

Thence North 02°18'53" East, for a distance of 13.70 feet to an angle point;

Thence South 87°41'07" East, for a distance of 4.76 feet to **POINT OF BEGINNING "C"**;

The parcel of land to which this description applies contains 65 square feet, more or less.

ALSO INCLUDING the following described parcel of land:

COMMENCING FROM the most westerly northwest corner of Block 20, "Vancouver Waterfront Phase 2 Short Plat" Book 4 Page 214, Clark County Short Plat Records;

Thence South 02°18'53" West, along the westerly line of said Lot 20, for a distance of 125.22 feet to **POINT OF BEGINNING "D"**;

Thence South 02°18'53" West, continuing along said westerly line, for a distance of 13.38 feet to the southwest corner of said Block 20 and the beginning of a 579.50 foot radius non-tangent curve to the right;

Thence along the southerly boundary of said Block 20 on a 579.50 radius non-tangent curve to the right, through a central angle of 7°55'49" (the long chord of which bears South 84°51'30" East, 80.14 feet) an arc distance of 80.21 feet to a point;

Thence South 02°18'53" West, leaving said southerly line, for a distance of 3.09 feet to an angle point;

Thence North 87°41'07" West, for a distance of 18.93 feet to an angle point;

Thence North 02°18'53" East, for a distance of 3.79 feet to an angle point;

Thence North 87°41'07" West, for a distance of 19.94 feet to an angle point;

Thence South 02°18'53" West, for a distance of 4.00 feet to an angle point;

Thence North 87°41'07" West, for a distance of 4.69 feet to an angle point;

Thence North 02°18'53" East, for a distance of 5.50 feet to an angle point;

Thence North 87°41'07" West, for a distance of 22.16 feet to an angle point;

Thence South 02°18'53" West, for a distance of 3.74 feet to an angle point;

Thence North 87°41'07" West, for a distance of 18.83 feet to an angle point;

Thence North 02°09'17" East, for a distance of 18.88 feet to an angle point;

Thence South 87°41'07" East, for a distance of 4.55 feet to **POINT OF BEGINNING "D"**;

The parcel of land to which this description applies contains 352 square feet, more or less.

ALSO INCLUDING the following described parcel of land:

COMMENCING FROM the most westerly northwest corner of Block 20, "Vancouver Waterfront Phase 2 Short Plat" Book 4 Page 214, Clark County Short Plat Records;

Thence South 02°18'53" West, along the westerly line of said Lot 20, for a distance of 138.60 feet to the southwest corner of said Block 20 and the beginning of a 579.50 foot radius non-tangent curve to the right;

Thence along the southerly boundary of said Block 20 on a 579.50 radius non-tangent curve to the right, through a central angle of 14°30'30" (the long chord of which bears South 81°34'09" East, 146.35 feet) an arc distance of 146.74 feet to **POINT OF BEGINNING "E"**;

Thence continuing along the southerly boundary of said Block 20 on a 579.50 radius non-tangent curve to the right, through a central angle of $7^{\circ}41'36''$ (the long chord of which bears South $70^{\circ}28'06''$ East, 77.75 feet) an arc distance of 77.81 feet to a point;

Thence South $24^{\circ}46'10''$ West, leaving said southerly line, for a distance of 9.99 feet to an angle point;

Thence North $65^{\circ}13'50''$ West, for a distance of 15.43 feet to an angle point;

Thence North $24^{\circ}46'10''$ East, for a distance of 3.79 feet to an angle point;

Thence North $65^{\circ}13'50''$ West, for a distance of 21.32 feet to an angle point;

Thence South $24^{\circ}46'10''$ West, for a distance of 4.00 feet to an angle point;

Thence North $65^{\circ}13'50''$ West, for a distance of 4.52 feet to an angle point;

Thence North $24^{\circ}46'10''$ East, for a distance of 4.00 feet to an angle point;

Thence North $65^{\circ}13'50''$ West, for a distance of 17.23 feet to an angle point;

Thence South $24^{\circ}46'10''$ West, for a distance of 3.79 feet to an angle point;

Thence North $65^{\circ}13'50''$ West, for a distance of 18.93 feet to an angle point;

Thence North $24^{\circ}46'10''$ East, for a distance of 2.90 feet to **POINT OF BEGINNING "E"**;

The parcel of land to which this description applies contains 422 square feet, more or less.

The Basis of Bearing for this legal description is based on "Vancouver Waterfront Phase 2 Short Plat", Book 4 Page 214, Clark County Short Plat Records.

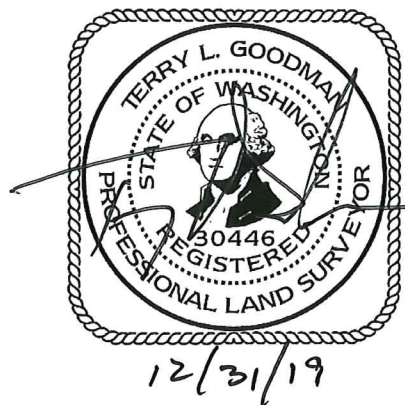
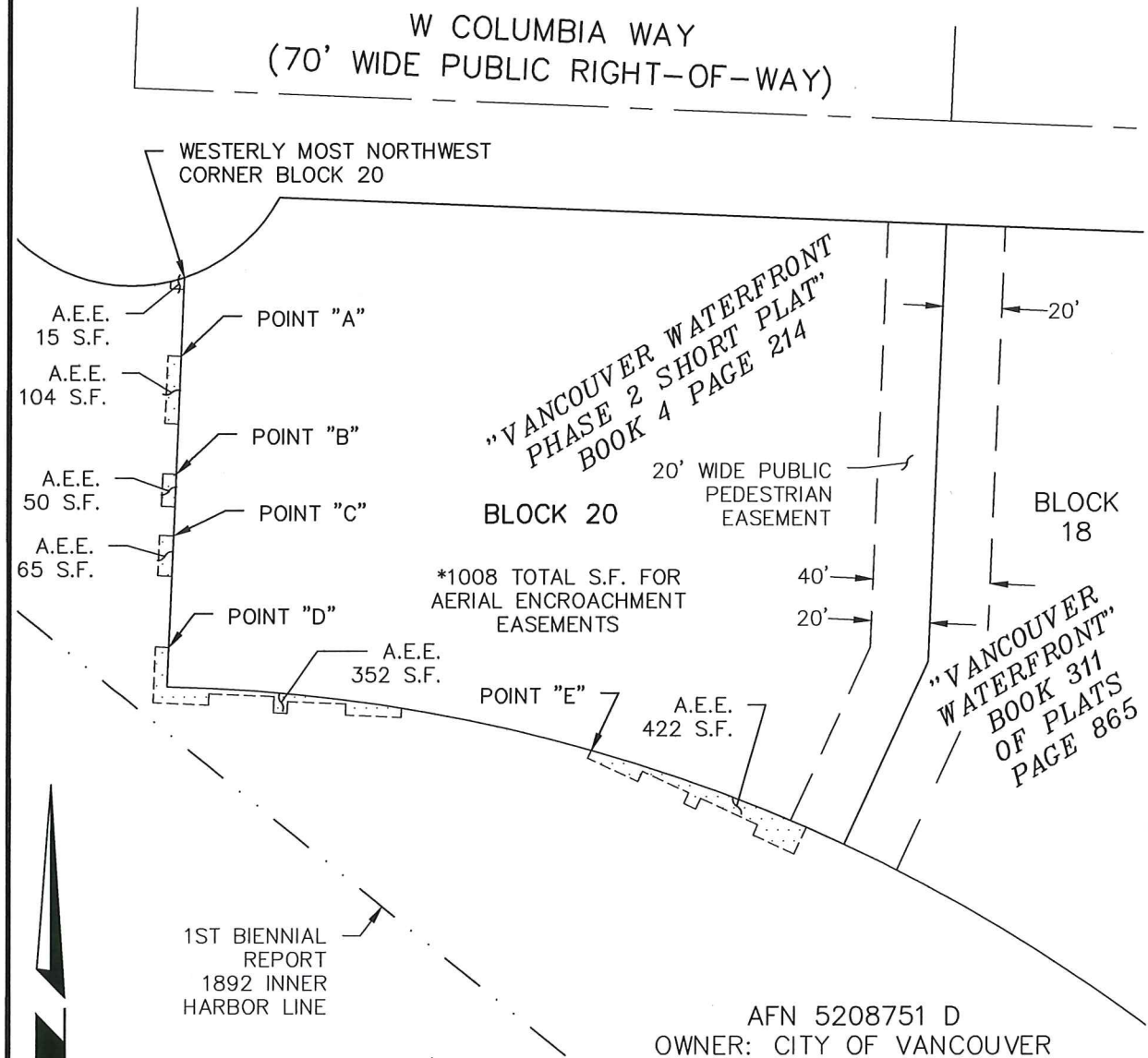


EXHIBIT MAP

AERIAL ENCROACHMENT EASEMENT

DECEMBER 30, 2019



A.E.E.: DENOTES AERIAL
ENCROACHMENT EASEMENT

S.F.: DENOTES SQUARE FEET



DRAWN BY: MLY

SCALE: 1"=60'

12/30/2019

CHECKED BY: TLG

JOB NO.: 71359-001

SHEET 1 OF 1



Staff Report 046-20

TO: Mayor and City Council

FROM: Eric Holmes, City Manager

DATE: 4/20/2020

SUBJECT 2020-2022 Collective Bargaining Agreement between the City and the Vancouver Police Officers Guild

Key Points

- Three year agreement (2020-2022).
- Rates of pay for 2020 will be adjusted by 4% for Officers, Corporals and Sergeants, 2021 by 3% for Officers and Corporals and 4% for Sergeants, 2022 by 3% for Officers and Corporals and 4% for Sergeants.
- 2020 increases will be retroactive to January 1, 2020.
- The City will continue to contribute 100% of employee insurance premium and employees will continue to pay 10% of the actual medical insurance premium cost.
- Provide for 5% out of class pay to employees working out of class in a higher grade classification providing for better management of department work.
- Enhancements to paid days off (PDO), sick, bereavement, workers' compensation and critical incident leave benefits to streamline usage and bring into alignment with City policy.
- Several operational changes to the contract to allow for better management of school resource officers work week, civilian positions and private security.

Strategic Plan Alignment

N/A

Present Situation

The labor agreement between the City and the Vancouver Police Officer's Guild bargaining unit expired on December 31, 2019. The parties were able to work through a collaborative process and consensual decision making on many of the provisions for a new three-year agreement. The labor agreement is being brought to Council for approval.

Advantage(s)

If ratified, the City and bargaining unit will have a collective bargaining agreement and will be

operating under an agreement that meets the business needs of both parties.

Disadvantage(s)

There are no known disadvantages to ratifying.

Budget Impact

The estimate of the cost of the three year agreement is \$5.1 million over the three years of the contract. Funding for the wage adjustments resulting from ratification of the 2020-2022 collective bargaining agreement with the Vancouver Police Officer's Guild is available in the adopted 2020 budget. The financial impact will have to be taken into consideration in the development of the 2021-2027 forecast and budget policy for 2021-2022 budget. Due to negative economic consequences of the COVID-19 pandemic, it is highly likely the City will need to revisit personnel costs in the next biennial budget. However, this contract is being presented to Council for ratification consistent with the good faith with which it was bargained.

Prior Council Review

N/A

Action Requested

On April 20, 2020, authorize the City Manager or his designee to execute and ratify the 2020-2022 Collective Bargaining Agreement with the Vancouver Police Officer's Guild.

Lisa Takach, Human Resources Director, 487-8611

ATTACHMENTS:

- ▣ 2020-2022 VPOG CBA
- ▣ Red line 2017-2019 VPOG CBA
- ▣ 2020-2022 VPOG CBA

AGREEMENT

By and Between City of Vancouver
and
Vancouver Police Officers Guild

January 1, 2020 - December 31, 2022

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VANCOUVER POLICE OFFICERS GUILD AGREEMENT

This agreement, as of the date indicated herein, by and between the City of Vancouver, a municipal corporation of the State of Washington, and hereinafter referred to as the "Employer," and the Vancouver Police Officers Guild, hereinafter referred to as the "Guild," WITNESS that WHEREAS the parties have negotiated the terms and conditions of a collective bargaining agreement, hereinafter referred to as the "agreement," relating to regular full-time police officers, hereinafter referred to as employees represented by the Guild and described in this agreement, as to wages, hours, and other terms and conditions of employment of such employees and wish to reduce the agreement to writing, agree hereto as follows:

1. Guild Recognition

1.1 The Employer recognizes the Guild as the exclusive bargaining agent for all police officers, corporals, and sergeants.

1.2 The Employer and the Guild agree that questions of Guild representation that may arise shall be resolved in accordance with rules of the Washington State Public Employment Relations Commission (PERC) and in accordance with local, state, or national statutes and rules.

2. Nondiscrimination

2.1 The parties agree that the provisions of this agreement shall be applied equally to all employees covered hereby without regard to race, color, national origin, sex, age, physical or mental disability, political or religious opinions or labor organization affiliation, sexual orientation, pregnancy, marital status, military status, or membership in any other class protected by state or federal law or City ordinance, unless such would prohibit performance of a qualifications standard that is job related and consistent with business necessity or necessary to prevent a direct threat to health and safety.

2.2 Employees shall process discrimination grievances under the city's Equal Employment Opportunity procedure or under existing state or federal law, and shall not have recourse through the grievance procedures established in article 28 of this agreement.

3. Rights of Management

3.1 The management of the municipal corporation, including but not limited to, the organization, scheduling, staffing, and direction of the work force, is vested exclusively in the Employer, subject to the terms of this agreement. Examples of management rights include, but are not limited to:

- 3.1.1 to take whatever action is either necessary or advisable to determine, manage and fulfill the mission of the organization;
- 3.1.2 to determine the number of employees to be employed;
- 3.1.3 to hire employees, determine their qualifications and assign and direct their work;
- 3.1.4 to evaluate employee' performances;
- 3.1.5 to set the standards of productivity, and the services to be provided;
- 3.1.6 to control and regulate the use of facilities, equipment, and other property of the Employer;
- 3.1.7 to determine the number, location and operation of departments, divisions, and all other units of the Employer.

The Employer has the right to introduce any and all new improved and automated methods or equipment to improve efficiency and to reduce costs and assign employees within the bargaining unit in accordance with such improvements and cost reduction methods. All matters not specifically and expressly covered or treated by the language of this agreement may be administered for its duration by the Employer in accordance with such policies or procedures as the Employer, from time to time, may determine.

This article recognizes an employee's right to use the grievance procedure set forth in article 27 below.

3.2 Department Rules and Regulations

It is mutually agreed that the city has full responsibility and authority to adopt rules and regulations for the operation of the police department and the conduct of its employees, and the Guild agrees that its members shall comply in full with such rules and regulations. Nothing in this section shall be interpreted to restrict the chief's right to make decisions or to establish procedures necessitated by the "emergency" nature of operating the police department.

3.3 Nothing in this Article shall be considered a waiver of the Guild's right to bargain over mandatory subjects of bargaining pursuant to RCW 41.56.

4. Guild Membership and Dues Deduction

4.1 Members of the bargaining unit who join the Vancouver Police Officers Guild may authorize deduction of dues as provided in this Article. Members of the bargaining unit who do not join the Guild may choose to voluntarily make a payment in lieu of dues as provided in this Article. However, any member of the bargaining unit who chooses not to join the Guild or have dues/fees deducted

shall have no rights to benefits provided to Guild members by the Guild (other than the benefits provided under this Agreement) and shall have no right to vote or participate otherwise in Guild meetings.

4.2 Upon the written authorization from members of the Guild authorizing the deduction of Guild dues, the Employer shall deduct from the pay of such employee the monthly amount of dues as certified by the secretary of the Guild and shall transmit the same to the treasurer of the Guild. Deduction of payments in lieu of dues from non-members of the Guild within the bargaining unit shall only be made upon written authorization freely given which clearly and affirmatively consents to the deduction of the payment in lieu of Guild dues. Amounts deducted from non-members shall be transmitted to the treasurer of the Guild. The City shall not make deductions from any bargaining unit member's wages for dues or payments in lieu of dues unless authorized in writing as provided in this Article.

4.3 In the event a bargaining unit member notifies the Employer that he or she no longer wishes to have dues or payments in lieu of dues deducted from their pay, the Employer shall notify the Guild within five (5) working days.

4.4 The Guild shall indemnify, defend and hold harmless the City and its officials, representatives and agents against any and all claims, demands, suits, or other forms of liability (monetary or otherwise) and for all reasonable legal costs that shall arise out of or by reason of action taken or not taken in good faith by the City in complying with the provisions of this article. If an improper deduction is made, the Guild shall refund directly to the employee any such amount.

5. Guild Representatives and Activities

5.1 The Guild shall inform the Employer in writing of the names of its current executive board members and attorneys who are designated to represent it. Only persons so designated will be accepted by the Employer as representatives of the Guild during the grievance process and on bargaining issues. The Guild may designate other members as representatives during contract negotiations.

5.2 The Guild's officers and attorneys shall have reasonable access to the Department during working hours, providing they do not interfere with or cause employees to neglect their work.

5.3 Employees and attorneys visiting the premises shall not engage in organizing or campaigning for the Guild, but this paragraph will not prevent the Guild officers from

discussing in non-work areas during non-work periods matters of Guild membership, fees, dues, or Guild business with employees covered by this agreement.

5.4 The Employer agrees not to discriminate against any member of the Guild because of his or her activity in behalf of or membership in the Guild, provided such activity is not carried on during work hours, except as expressly provided in this agreement.

5.5 The Employer agrees to allow leave with pay for employee members of the Guild for no more than twenty (20) officer-shifts (200 hours) per year total, for conducting business vital to the Guild. The leave will be scheduled in advance based on vacation scheduling guidelines.

5.6 The Employer agrees to allow the Guild sixty minutes during each new officer orientation to provide new officers information about the Guild.

5.7 No more than six (6) employees on the Guild bargaining committee who are already scheduled to work during times scheduled for negotiating a new labor agreement will be allowed to attend those negotiations on Employer-paid work time. The Employer will not make special provisions to arrange shifts to maximize on-duty participation in negotiations. The Employer and the Guild will reach consensus on the total number of members who will be on the negotiating team.

5.8 The City will pay one Guild member to run the shift bid on the day the shift bid is conducted provided that no overtime is incurred.

5.9 Employees designated as Guild representatives will be permitted to use work time when appropriate for the investigation of grievances and representation of employees with grievances.

5.10 The Employer shall provide space for a bulletin board at each law enforcement facility where Guild members are staffed which may be used by the Guild for official Guild business. The Guild is responsible for the posting and removal of material on the bulletin board and for maintaining same in an orderly and neat basis.

6. Strikes, Work Stoppages or Work Slowdowns

6.1 The Employer and the Guild recognize that the public interest requires the efficient and uninterrupted performance of all city services, and to this end pledge their best efforts to avoid or eliminate any conduct contrary to their overall objective. During the term of this agreement, neither the Guild nor the Employer shall cause, engage in, or sanction any work stoppage, strike, slowdown, lockout or other interference with city functions. Employees who engage in any of the foregoing actions may be subject to immediate disciplinary action, including discharge, and the Guild may be subject to action in accordance with RCW 41.56.

7. Identification of Jobs

7.1 "Job" shall be defined as the employee's job title, job number, and range assigned by the Employer.

7.2 When work operations involving new or substantially changed requirements are established after the effective date of this agreement and such requirements are not adequately or specifically described in an existing job, the Employer will describe and establish a new job in an appropriate range subject to the Employer's duty to bargain with the Guild concerning appropriate compensation for the new job, if agreed to be within the bargaining unit.

7.3 Mounted Horse Patrol

The Employer has established a Mounted Horse Patrol Unit. Certain members of the Guild's bargaining unit desire to provide a horse, equipment and transportation in connection with the operation of this Unit. The Employer is willing to reimburse employees for the use of the horse, equipment and services of the employee. Each employee who desires to become a member of the Unit will sign and agree to the Mounted Horse Patrol Reimbursement Agreement (dated September 18, 1998).

7.4 Civilian Positions

The parties agree that certain civilian positions may be created within the Vancouver Police Department. The City of Vancouver may establish and fill the civilian positions. The City may also establish and fill such volunteer (unpaid) positions as it deems necessary.

The duties of civilian employees and volunteers shall be determined by the City of Vancouver, provided that their duties will not include work that is currently performed on a regular basis by members of the Guild without the agreement of the Guild. The parties further agree that civilian employees or volunteers will not carry firearms or have powers of custodial arrest. Job descriptions for each civilian position shall be available for inspection.

The parties agree that civilian employees may:

- (1) Respond to priority 3, 4 or 5 calls at the discretion of the supervisor or precinct commander.
- (2) Respond to priority 1 or 2 calls in a support capacity at the request of the supervisor or precinct commander.
- (3) Be granted limited commission authority for: parking enforcement duties related to parking violations (e.g., writing parking citations, facilitating the towing of vehicles, and other parking related tasks).

When these civilian employees are not available, sworn officers may still respond to such calls based on the availability of sufficient staff at the time of the call at the discretion of the supervisor or precinct commander.

Duties of civilian employees and/or volunteers may also include:

- (1) Graffiti abatement.
- (2) Crime prevention education.
- (3) Citizen patrol (NOW) including tasks such as Skywatch, ALPR, radar/Lidar.
- (4) Alcohol impact area compliance checks (visual only).
- (5) SafeKids Program.
- (6) Abandoned vehicle abatement.
- (7) Out of state license plate reporter/educator.
- (8) Missing person search team.
- (9) Drive/operate non-patrol vehicles such as the Command Bus for maintenance or when no sworn department employee is available.
- (10) Assist sworn officers at barricades at crime scenes (outer perimeter) if a sworn officer is readily available.
- (11) Deploy and manage the speed trailer program.
- (12) Disabled parking enforcement.
- (13) Fulfill public records requests including, without limitation, requests for records within the Professional Standards Unit.

It is the parties' intent that the creation and filling of civilian and volunteer positions will permit sworn officers to increase the time spent in proactive problem solving rather than reactive call taking.

No positions within the bargaining unit will be eliminated because of creating or filling such civilian positions.

7.5 Private Security

The City may engage private security personnel to support services the Department provides. Private security personnel may (1) perform security functions at fixed posts on a temporary basis including security at events such as the Fort Vancouver Fourth of July Celebration; (2) provide personal security (escort) for City employees or volunteers upon request if there is no specific threat or emergency; provided that such personnel will not be used to provide protection to dignitaries; (3) conduct preventative sweeps of City property or parks within the City in advance of specifically scheduled student or community youth trips to such areas; and (4) perform security functions such as routine drive throughs or walk throughs on city owned properties such as parks, parking lots, the airport and Officers' Row.

The duties performed by private security personnel will be limited to preventative measures; they will not patrol City property or parks within the City nor will they take any enforcement action. If a specific threat or emergency exists or a criminal act is in progress 9-1-1 will be notified and a request for an officer will be made by the private security personnel.

In addition to the functions set forth above, the City shall be permitted to use such private security guards to perform functions traditionally expected of building managers, such as (A) contacting people within City-owned buildings or in immediate proximity to such buildings (e.g. doorway, sidewalk, or parking lot) and alerting them to applicable circumstances, building rules, and behavior that could be a violation of the law; and (B) ordering individuals who have violated building rules or a violation of the law to leave the premises. All building related functions not within the scope of the this Article shall be discontinued.

7.6 Reserve Police Officer Program

- A. The parties agree that a volunteer Reserve Police Officer program may be created. The City may create and fill Reserve Police Officer positions using a testing and selection process that will include successful completion of a thorough background investigation.
- B. Reserve Police Officers will not be used for primary patrol, traffic, or investigative duties. The duties of Reserve Police Officer may include:
 - (1) Response to priority 3, 4, and 5 calls at the discretion of the supervisor or precinct commander.
 - (2) Response to priority 1 or 2 calls in a support capacity at the request of the supervisor or precinct commander.
 - (3) Barricade/traffic control.
 - (4) Fireworks enforcement.
 - (5) Crime scene protection.
 - (6) Prisoner transport.
- C. Reserve Police Officers will be authorized to carry firearms and will have limited powers of custodial arrest.
- D. Reserve Police Officers will not be counted for purposes of meeting established patrol staffing levels.
- E. Overtime or extra duty assignments may only be worked by members of the Guild. However, if Guild members do not accept

the available overtime duty after it has been offered for at least seven (7) days, that work may be performed by a Reserve Police Officer in a volunteer, unpaid capacity.

No positions within the bargaining unit will be eliminated because of creating or filling these volunteer Reserve Police Officer positions.

8. Job Vacancies

8.1 All vacancies will be filled in accordance with the established rules and regulations of the Vancouver Civil Service Commission (as of December 20, 2006) and applicable state and federal laws.

9. Layoff and Recall

9.1 Layoff and recall shall be in accordance with established rules and regulations of the Vancouver Civil Service Commission (as of December 20, 2006) with the following exceptions:

- A. In the event of layoff, employees will be laid off in the order of their seniority. Seniority for officers shall be defined as time in the department. Seniority for corporals and sergeants shall be defined as time in the position.
- B. At the time of any layoff, corporals and sergeants may be given an opportunity to accept reduction to the next lower rank previously held by the employee in lieu of layoff. Such employees shall have bumping rights over the employee in the next lower rank with the least seniority. Seniority shall be defined as time in the rank or any higher rank.
- C. Employees laid off or demoted in lieu of layoff shall be placed on a reinstatement list for the classification from which the layoff took place and for any lower rank held based upon date of promotion to the lower rank.
- D. Reinstatement lists shall be valid indefinitely. Members who are demoted in lieu of layoff shall remain on the reinstatement list indefinitely until the City fills all positions in the affected classification equivalent to the number of positions demoted in lieu of layoff. Demoted members may decline an offer of reinstatement to their previously held rank on one occasion unless the member is the least senior employee on the reinstatement list. Members who are laid off shall remain on the reinstatement list for a maximum of twenty four (24) months. Laid off employees who are offered reinstatement will receive a conditional offer of reinstatement. The

offer will be conditioned on successful completion of the following:

- (1) A background investigation. The investigation will be limited to the period of time between the date of layoff and date of proposed reinstatement.
 - (2) A medical and psychological examination.
 - (3) A drug screen.
- E. An individual will lose rights to reinstatement and/or be removed from the reinstatement list if he commits an act that would be cause for termination of employment or if he loses his or her commission as a general authority law enforcement officer.
- F. Appointments from the reinstatement list shall be made in the order of length of **service**. The employee on the reinstatement list who has the most service credit shall be first reinstated.
- (1) For employees on the reinstatement list for the position of police officer, "length of service" and "service credit" shall be defined as time employed as a police officer for the Vancouver Police Department.
 - (2) For employees on the reinstatement list for the position of police corporal, "length of service" and "service credit" shall be defined as time employed at the rank of corporal for the Vancouver Police Department.
 - (3) For employees on the reinstatement list for the position of police sergeant, "length of service" and "service credit" shall be defined as time employed at the rank of sergeant for the Vancouver Police Department.

10. Probation Period

10.1 Entry level employment is subject to a probationary period from the date of hire, during basic academy training and continuing for twelve (12) months actual service from the date of graduation from basic academy training. Lateral entry employment is subject to a probationary period of twelve (12) months actual service from the date of hire. Actual service shall not include time spent away from the department for an extended period of time. Termination or discipline of a probationary employee is not subject to grievance under this contract. Discipline of probationary employees will not be used as evidence of appropriate discipline practice for non-probationary employees. Upon hiring, the Employer may start an employee at a higher step depending upon experience and qualifications.

10.2 Employees promoted to the position of corporal or sergeant shall serve a twelve (12) month probationary period during which time the Employer may

decide to return the employee to his or her former classification. Demotion during the promotional probationary period is not subject to grievance under this contract.

11. Work Week, Hours of Work, Shifts

11.1 The City has established a twenty-eight (28) day FLSA work period for all members. Work periods shall begin at 12:01 a.m. on the first day of the period and end at 12:00 midnight on the last day of the work period.

11.2 A work day is defined as the twenty-four (24) hour period beginning with the start of an employee's shift.

11.3 Work Week

A. Administration, Investigations and Special Operations

For employees assigned to Administration, Investigations and Special Operations and for Precinct Detectives the normal assigned work week shall be scheduled on Mondays through Thursdays, or Tuesdays through Fridays based on a 4/3--4/3 schedule, ten (10) hours per day, including a one-half hour paid lunch. On mutual agreement of the employees involved and the employer, the normal assigned workweek may be an eight hour 5/2 schedule including a one-half hour paid lunch.

For employees assigned to the Traffic Unit, the normal work week shall be based on a 4/3--4/3 schedule, ten (10) hours per day, including a one-half hour paid lunch. On mutual agreement of the employees involved and the employer, the normal assigned workweek may be the patrol 5/4-5/4-5/5 schedule.

All employees are subject to call during lunch periods.

B. Neighborhood Response Team

For employees assigned to the neighborhood Response Team, the normal work week shall be based on a 4/3 schedule, ten (10) hours per day, including a one-half hour paid lunch. The normal assigned work week shall be scheduled on Mondays through Thursdays, or Tuesdays through Fridays. In order to meet the operational needs of the unit, the work schedule may be adjusted to include working some Saturdays and Sundays.

C. Patrol

For Employees in Patrol, the normal assigned work schedule

shall be 5/4--5/4--5/5 (10.5 hours per day with a 1/2 hour paid lunch included).

For Canine Handlers, the normal assigned work day shall be a nine and one-half hour shift. The normal work schedule for canine officers will be based on the patrol work schedule (5/4-5/4-5/5). Canine officers are allowed one hour per shift worked for the care and maintenance of their dog. The one hour per shift worked is intended to compensate the officer for one-half hour each work day and non-work day for time spent in the care and maintenance of the dog.

D. Neighborhood Police Officer

For employees assigned as a Neighborhood Police Officer, the normal work week shall be based on a 4/3 schedule, not to exceed 40 hours per week, ten (10) hours per day, including a one-half hour paid lunch. The normal assigned work week shall be scheduled on Mondays through Thursdays, or Tuesdays through Fridays. In order to meet the operational needs of the unit, and in accordance with Article 11.6 of the VPOG contract, the work schedule may be adjusted to include working alternative days and/or hours.

E. School Resources Officer

The City and the Guild agree that the normal assigned work week for SRO's during the school calendar year shall be a day shift, Mondays through Fridays, based on a 5/2 work schedule, not to exceed nine (9) hours per day, including a one-half hour paid lunch. The normal shift starting time for the SRO shall be 07:00 hours.

The SRO work schedule results in SRO's working sixty (60) minutes of overtime each scheduled work day, in excess of the eight hour shift limit in Article 12.1 and 11.3(A) of the current collective bargaining agreement (CBA) between the City and the Guild. This results in a total of 271.5 overtime hours (1 hrs x 181 school days x 1.5 OT) for SRO's over the course of the school calendar year. This calculation is based on the SRO working all scheduled days without using other paid leave (sick, vacation, bereavement, etc.).

The overtime hours as noted above shall be compensated by a maximum of thirty four (34) compensatory days off (270.5 hrs/ 8 hrs), coinciding with the number of full-day holiday/student non-

attendance days (26) in the school calendar year as published by the school district in its student attendance calendar. School days involving late start or early dismissal times will be worked as a normal full shift by SRO's.

The accumulation of compensatory time pursuant to this Article is agreed to as an exception to Article 13.5 of the parties' CBA which limits the accumulation of compensatory time to a maximum of 90 hours.

For purposes of calculating paid and compensatory time-off, the SRO's work shift will be based on an 8 hour day. (e.g., vacation, sick, compensatory time, bereavement leave.)

Hours worked beyond the normal SRO work schedule as part of the normal SRO duties will be compensated at time and a half, except in the event of emergency callback after hours for duties related to the position of SRO in which case the compensation rate will be that as provided in Article 13.6 of the CBA. Hours worked beyond the normal SRO work schedule as part of patrol or other non-SRO duties shall be compensated also as provided for in Article 13.4 of the CBA.

The City will track each type of compensatory time accumulation separately (i.e., compensatory time accumulated from SRO work v. compensatory time accumulated from any other assignment).

Compensatory time accrued pursuant to this MOU should be applied to the 26 holiday/student non-attendance days for each school calendar year.

Vacation and compensatory time off outside of the 26 scheduled holidays during the school calendar year will be subject to the pre-approval of the district lieutenant or his/her designee.

During the summer break when the SRO's school is not in session, the SRO will be reassigned to the Patrol Division (day-shift hours) or other assignment as mutually agreed upon.

- (1) Officers assigned as SRO's shall be allowed to bid for and obtain vacation during the summer months when school is not in session without having to compete against any other officers, including other SRO's. Vacation taken by SRO's during the summer does not affect the number of other officers that are allowed to be off that day.

In the event that fewer members of the Guild volunteer for the

position of SRO than vacancies exist, the City may assign a member to the position of SRO consistent with provisions of the current CBA, 4/10 work schedule. In the event that a member is assigned to the position of SRO, that member may choose to work as an SRO under the terms of this Article. In the event that he/she declines to work under the provision of this Article, he/she will be assigned a 4/10 work schedule.

F. Bike Patrol Officer

For employees assigned as a Bike Patrol Officer, the normal work week shall be based on the 5/4, 5/4, 5/5 patrol schedule, with a 1/2 hour paid lunch included.

In order to meet the operational needs of the unit, members assigned to Bike Patrol will generally be deployed to provide coverage at hours of heightened pedestrian traffic as follows:

From March 1 through October 31: Supplemental Swing Shift (i.e., Early Swings); However, a set start time for early swing shift hours shall be established prior to the officers beginning work on March 1st and shall not change until November 1st unless mutually agreed upon by the employer and employee.

November 1 through the end of February: Days (hours defined in Section 11.4 of the CBA)

Hours worked outside of the Bike Patrol Officer's scheduled shift shall be compensated pursuant to Article 13 of this agreement.

Bike Patrol Officers will be assigned to a patrol beat and directly report to a patrol shift supervisor. Accordingly, Bike Patrol Officers supplement patrol staffing and shall not be included in the calculation of mandatory minimum staffing for their assigned squad nor will they compete against other officers assigned to a patrol squad for Vacation/PDQ.

Bike Patrol Officers will generally be assigned in 2-Officer teams. When absences prevent a Bike Patrol Officer from deploying as a member of a 2-Officer team, he/she will be given the option of deploying in a patrol car in lieu of individually on a patrol bike.

11.4 The following provisions shall apply in Patrol:

A. The shift hours will be as follows:

Days Swing Graveyard

0600 hrs. to 1630 hrs.

1500 hrs. to 0130 hrs.

2000 hrs. to 0630 hrs.

Supplemental swing shift beginning between 1000 and 1200 hours; and ending between 2030 and 2230 hours.

B. Shift Bid

Members who are or will be assigned to Patrol as of January 1 of the bid year will be given an opportunity to bid for shifts for the following calendar year. Each bid will specify the officer's desired shift, letter day and precinct for two consecutive six month periods (one year total period) within the same letter day and precinct. Each officer will remain in one precinct for the twelve month period unless transfer to another precinct is approved by the Employer. The Guild will complete the bid process by November 1st and the following year schedule shall be finalized and posted by December 1st.

Assignments will be made based on seniority in class based on date of hire (date of promotion in the case of corporals and sergeants), subject to the Employer's right to assign members to shifts, letter days or precincts other than the officer's preferred shift, letter day or precinct because of business necessity such as, but not limited to, accommodation of career development or responding to performance issues.

Members may trade shifts, letter days or precincts assigned through this shift bidding process due to extenuating circumstances, subject to the Employer's approval. Members may also be allowed to exchange work days with other members when the change is not detrimental to the best interest of the police department as determined by the Employer.

11.5 In emergency circumstances, or to accommodate training, the chief may temporarily revise work schedules.

11.6 On mutual agreement of the employees involved and the employer, the normal assigned work week and/or hours of work may be adjusted for temporary assignments of up to 90 days when consistent with operational needs of the department. Assignments of longer than 90 days shall be a mandatory subject of bargaining.

11.7 Each employee shall be given a twenty (20) minute rest period in the first half of the working shift, and a twenty (20) minute rest period in the last half of

the shift, and a % hour paid lunch period. All employees are subject to call during such periods.

11.8 Vacation Accessibility

B. Competing Groups

- (1) Sergeants will compete, across precincts, for vacation and leave accessibility with Sergeants assigned to their same shift;
- (2) Corporals and officers will compete within their own squad for vacation and leave accessibility.

C. Vacation Requests of One Workweek or Less:

- (1) For sergeants, seniority in grade will be the determining factor for all requests submitted prior to February 15th of each year. Vacation requests submitted before this date will be given priority over training requests.
- (2) For corporals and officers, departmental seniority will be the determining factor for all requests submitted prior to February 15th of each year. Vacation requests submitted before this date will be given priority over training requests.
- (3) Within each of the competing groups, vacation requests received on or after February 15th will be considered on a first come, first served basis.

D. Long-Term Vacations/Special Events:

- (1) Vacation requests of three workweeks or greater must be approved by the Precinct or Division Commander.
- (2) The Chief of Police or his or her designee must approve vacation requests for July 4th.

E. Compensatory Time Off

- (1) The standard for vacation accessibility outlined in Section 11.8C will apply for use of compensatory time, unless otherwise specified in this section.
- (2) Members may schedule compensatory time off only when the Employer can maintain adequate staffing without an overtime call back.

F. Shift Trades or Reassignments Affecting Previously Scheduled Vacations:

- (1) It is the responsibility of officers who request such trades to contact their supervisors and make appropriate arrangements to eliminate payment of overtime for vacation coverage. Supervisors may deny or modify previously approved vacation in order to accomplish adequate squad and/or shift coverage.
- (2) In the event officer(s) are administratively reassigned, pre-approved vacation will be honored.

G. Other Leave Requests:

- (1) All other categories of personal leave will be handled in accordance with current language in this agreement

11.9 Patrol Staffing

- A. Each patrol squad may have two Police Officers/Corporals off on pre-approved leave at any time except that:
 - (1) A supplemental shift squad that is staffed with five (5) or fewer Police Officers/Corporals may have one Police Officer/Corporal off on pre-approved leave at any one time. Additional supplemental shift Police Officers/Corporals may be allowed off on pre-approved only upon approval of the precinct Lieutenant or Commander.
- B. Precinct Command Staff will be notified when mandatory pre-approved time off requests conflict (military leave, family leave, etc.). Command Staff will deal with such conflicts on an individual basis.
- C. Patrol Supervisory Staffing:
 - (1) City-wide, there will be at least two patrol Sergeants on duty at all times.
 - (2) Only one patrol sergeant per shift may be on pre-approved leave at any given time unless approved by the Precinct Commander.
 - (3) When a squad sergeant is on pre-approved leave, the squad corporal may act as supervisor, pursuant to C.1.
 - (4) If the squad sergeant is on pre-approved leave, and no corporal is available from the affected squad, payment of overtime to another sergeant or corporal will be authorized to ensure the presence of adequate supervision.
 - (5) If necessary to hire a supervisor on an overtime basis, the

overtime shall only be for those times when there is no supervisory coverage.

11.10 Compensation for Travel

Guild members whether driver or passenger in a vehicle in travel status for City directed business, training or conferences shall be compensated as follows:

- A. All time spent in Travel Status shall count hour for hour for the members regular assigned work regardless of the day, or time of day during which the travel occurs. As used herein, the term "travel Status" shall include reasonable time spent checking in and awaiting public transit, time spent actively traveling, time spent retrieving baggage and/or Department owned equipment or Department authorized duty weapons, and time spent traveling between the destination airport and destination hotel. The intent is to account for travel time to destination to include such occurrences as reasonable waiting time for the airplane or meal breaks for long trips, not personal detours while traveling to a destination.
- B. Training Time shall count hour for hour for the member's regular assigned work. As used herein, the term "Training Time shall include time spent actually attending City directed business, training or conferences.

Examples of A and B: An officer travels to the Washington State Basic Law Enforcement Academy Their time driving to the Academy shall be compensable regardless of the day, or time of day they drive to the Academy. All of the time the officer spends in class at the Academy shall be compensated hour for hour just as regular work hours. Time spent in the dorms in the evenings and weekends will not be compensated. If the officer chooses to come home before the end of the academy on a weekend, this time will not be compensated. The officer's return trip home upon completion of the academy will be compensated hour for hour just as regular work hours. Unless otherwise preapproved by the Office of the Chief, the intent is to account for one roundtrip for the course regardless of the length of the course.

Recognizing travel by airplane requires time to check-in before the flight, and time to gather belongings and travel to a destination, generally this would be up to two (2) hours before and up to one (1) hour after a flight, barring unusual circumstances. Unusual circumstances should be documented in Telestaff, email or department memorandum by the officer in travel status (e.g., flight delay, traffic crash, etc.).

- C. If a member's Travel Status plus Training Time exceeds their regular work week, the member shall work with their chain of command to flex their time to the extent practicable; provided, the parties recognize that occasionally due to the timing of applicable Fair Labor Standards Act ("FLSA") periods, it may not be practicable to flex time. In such cases, the member shall be entitled to overtime to the same extent otherwise allowed by this Agreement.
- D. If a member's Travel Status plus Training Time is less than their regularly scheduled work week, the member will be given one or more of the following options in an effort to afford them an opportunity to receive a full paycheck:
 - (1) Use of Vacation Time;
 - (2) Use of Comp Time; and/or
 - (3) An opportunity to work additional hours to the extent possible within the same FLSA period.

Members who wish to work additional hours within the same FLSA period to make up the difference between their current hour worked and regular weekly hours shall coordinate with their chain of command to request appropriate work such as: (a) assignment to an extra patrol shift; (b) case management; (c) policy review; or (d) other productive work, as directed by Department needs and the member's regular work assignment.

11.11 Critical Incident Leave and Employee Work Schedules

Employees placed on Critical Incident Leave by the City of Vancouver after a Use of Force Incident will remain on their regularly assigned schedule and shift, for the duration of their Critical Incident Leave. They will also continue to receive all of the shift differential and compensation outlined in the CBA they received prior to the incident.

Employees on Critical Incident Leave will not be paid overtime to attend criminal or administrative interviews, appointments with a psychologist, critical incident stress debriefs, or weapons qualifications. If these activities fall outside their regularly scheduled work hours, the employee will adjust their schedule to attend them at their normal hourly rate of pay.

11.12 Definitions

The following definitions shall apply to this Article.

District or Beat: A specific geographical area within a precinct.

Letter day: "A" and "B" letter days, which generally work on opposite days off within the current patrol schedule.

Pre-Approved Leave: Anticipated time-off requested by an employee and granted by a supervisor, in accordance with departmental policies and this agreement (Article 14 - Paid Days Off [PDO]; Article 15 - Other Leave Benefits), and for training. Pre-approved time off includes time-off for reasons such as vacation, compensatory time-off, training, etc.

Precinct: A specific geographical area within the City of Vancouver within which police functions are carried out.

Shift: A period of time (e.g., Day shift, Swing shift, Supplemental swing shift, Graveyard shift) during which police activities are conducted department-wide.

Shift Overlap: That period of time during which two patrol shifts' work hours coincide.

Squad: A group of police personnel, to include supervisors and officers, which function together to provide police services within a specific precinct.

Supervisor. Typically a police sergeant, or corporal. A shift supervisor shall not be scheduled for a district or beat assignment, and shall not work as a Field Training Officer.

12. Rates of Pay

12.1 The regular hourly rate of an employee on a forty (40) hour work week will be his or her monthly regular rate multiplied by twelve (12) months and divided by two thousand eighty (2080) hours. This rate multiplied by eight (8) hours will be the daily regular rate; multiplied by forty (40) hours will be the weekly regular rate; and multiplied by one hundred and seventy-three and three-tenths (173.3) hours will be the monthly regular rate.

12.2 The regular hourly rate of an employee on the 5/4 schedule will be his or her monthly rate multiplied by 12 months and divided by 2047.5 hours. For employees working the 5/4 - 5/4 - 5/5 work schedule, there shall be a 28 day work period for purposes of FLSA.

12.3 The employee's regular rate for purposes of computing overtime compensation will be the sum of the employee's regular hourly rate plus any premiums required to be included in the regular rate by the Fair Labor Standards Act.

12.4 Regular monthly rates of pay will be as set forth in Appendix A.

12.5 Any employee who works on swing shift as defined in Article 11 shall be given a shift differential of twenty-five cents (\$0.25) per hour for each hour worked. Any employee who works on graveyard shift as defined in article 11 shall be given a shift differential of thirty-five cents (\$0.35) for each hour worked. Shift differential premium pay shall be included in paid days off (other than short-term disability) and compensatory time off based on the employee's specific shift assignment.

12.6 For entry level police officers, step increases granted by the Employer will be made effective on the adjusted service date of the employee's successful completion of basic academy training and annually thereafter.

For lateral entry police officers step increases granted by the Employer will be made effective on the adjusted service date of the employee's hire.

For employees promoted to the position of corporal or sergeant, step increases granted by the Employer will be made effective on the adjusted service date of the employee's promotion.

12.7 Any increase in wages shall be calculated at the top step of the salary range. The steps of each salary range will be determined by calculating backwards from the top step to establish a 5% differential between each step of the salary range. All salaries shall be rounded to the nearest whole number.

12.8 Sworn officers who are assigned as a Field Training Officer (FTO) to train entry level, lateral entry or Reserve police officers will be compensated an additional 5% of base pay for each hour directly supervising a student officer.

12.9 An employee promoted to the rank of Sergeant shall be placed on the salary schedule as outlined below:

From Officer to Sergeant - Step 5

From Corporal to Sergeant - Step 6

12.10 Out of Class Pay

Out of class pay is intended to compensate employees for temporarily taking on responsibilities and/or performing the full range of activities of a higher-level classification, without significant supervision. An employee will be paid either five percent (5%) above his/her current rate of pay, not to exceed the top of the range of the assignment, or the entry rate of the out-of-class assignment, whichever is higher, when a manager assigns duties and responsibilities that are typical of a higher classification for a period of at least eighty (80) hours. The pay shall be retroactive to the first hour of the assignment. For employees in FLSA exempt positions,

the five percent (5%) will be added to pay and for FLSA non-exempt positions the five percent (5%) will apply only to hours worked. Out-of-class situations will be reviewed for reassignment of work or reclassification at six (6) month intervals.

13. Overtime Pay

13.1 In the event the need for overtime should arise in the police department, the employee working overtime shall be paid at one and one-half (1 1/2) times his or her regular rate of pay as defined in section 12.4 of this agreement.

13.2 Overtime pay will start any time an employee is required to work beyond the end of his or her shift and will be paid to the nearest quarter hour.

13.3 The established work week for officers is outlined in Article 11.1.

13.4

A. Except as provided in 13.4B, any employee working on his or her first day of rest, or his or her first and second days of rest in the case of employees who have three consecutive days of rest, shall be compensated at one and one-half (1 1/2) his or her regular rate of pay; provided such work must be scheduled before 11:00 p.m. the day before the proposed work or before the end of the last shift worked before the proposed work, whichever is later. Any employee required to work on his or her last day of rest shall be compensated at double his or her regular rate of pay.

B. For Patrol officers working the 5/4 - 5/4 - 5/5 schedule:

Any employee required to work on his or her first or last day of rest shall be compensated at one and one-half (1 1/2) his or her regular rate of pay.

Any employee required to work on his or her second or third day of rest, or his or her second, third or fourth day of rest in the case of employees with five consecutive days of rest, shall be compensated at double his or her regular rate of pay.

C. With the Employer's approval, employees may volunteer to work on days of rest that would require compensation at double the regular rate of pay per 13.4A and 13.4B. By so volunteering, employees shall be compensated at one and one-half (1 1/2) the regular rate of pay.

13.5 Compensatory Time

Employees may accrue compensatory time off in lieu of overtime compensation. Compensatory time off shall be accumulated at the same rate as overtime compensation would have otherwise been paid (i.e., time and one-half generally, except for work on the employee's second day of rest, or third day of rest for employees with three consecutive days of rest). Employees may not accumulate compensatory time off in excess of ninety (90) hours. Employees will be allowed to use accrued compensatory time off subject to the restrictions for such use established under the Fair Labor Standards Act.

The provisions regarding scheduling compensatory time off are included in Section 11.8.

13.6 Callback Pay

Callback pay shall be paid only under the following circumstances:

- A. On a day already worked or to be worked: If the employee has completed his or her regular shift and is required to work other than an extension at the beginning or end of his or her shift. Shift extensions are defined as follows and will be compensated as defined in 13.1:
 - (1) Beginning of shift - If scheduled eight (8) or more hours before the start of the proposed work, and starting time is within three (3) hours of normal shift starting time;
 - (2) On the way to work - if conducting official department business with supervisory approval within one-half (1/2) hour or less before normal shift starting time;
 - (3) End of shift - If notification is made one-half (1/2) hour or less after normal shift ending time.
- B. On days of rest: If not scheduled eight (8) or more hours before the proposed work.
- C. Callback pay shall be paid at the rate of double the regular rate of pay for a minimum of three hours, during which time the Employer may provide and require work of the employee called back.

13.7 Standby Time

Whenever, in the opinion of the Employer and at the express direction of the Employer, it becomes necessary due to an emergency situation that members of the Guild are placed on standby while off duty, the following will apply:

- A. Those employees who are scheduled to work or who have completed a scheduled work day shall be placed on standby first.

Those employees who are on scheduled days off shall be placed on standby next, if required.

Those employees who are on vacation days off shall be placed on standby next, if required.
- B. Any employee called from standby to duty shall be paid under the provisions of 13.1 - 13.4 above.
- C. Any employee on standby shall be paid \$2.50 per hour for such standby.
- D. Movements of employees on standby pay status are normally not unreasonably restricted, provided they can be reached by telephone or other communications device and be able to respond to a call within one hour of being so notified. In the event that employees are restricted to a specific location, such time will be considered hours worked and is subject to the provisions of 13.1 - 13.6 and 13.8 of this article, as they may apply.

13.8 Court Appearances

- A. Except as provided in 13.8B, court appearances scheduled on an employee's first day of rest, or first and second day of rest for those employees who have three consecutive days of rest, will be paid at one and one-half his or her regular rate of pay for a minimum payment of three hours. Court appearances on the last day of rest will be paid at double the regular rate of pay for a minimum payment of three hours.
- B. For Patrol officers working the 5/4 - 5/4 - 5/5 schedule:

Court appearances scheduled on an employee's first or last day of rest will be paid at one and one-half the regular rate of pay for a minimum payment of three hours.

Court appearances scheduled on an employee's second or third day of rest, or his or her second, third or fourth day of rest in the case of employees with five consecutive days of rest, will be paid at double time his or her regular rate of pay for a minimum payment of three hours.
- C. Court appearances during off-duty hours of a scheduled day of

work shall be compensated at the rate of one and one-half the regular rate of pay for a minimum payment of three hours.

14. Paid Days Off

14.1 Each employee shall be granted paid days off to be used during the year for vacation, illness, holidays, or personal business time off. Bereavement leave and military leave shall be separate and as specified in 15.2 and 15.3 below. Paid days off are accrued in accordance with the following schedule.

PAID DAYS OFF (PDO) ACCRUAL SCHEDULE

During Years of Service	Accrual Rate Per Month (Hours)	Maximum Accrual (Hours)
1	14.00	336
2-5	19.50	468
6-10	21.50	516
11-15	23.50	564
16-20	25.50	612
21+	27.50	660

Effective January 1, 2007, paid days off are accrued in accordance with the following schedule:

During Years of Service	Accrual Rate Per Month (Hours)	Maximum Accrual (Hours)
1	14.00	336
2-5	19.50	468
6 - 8	20.50	492
9 -12	21.50	516
13 -15	22.50	540
16 -20	25.50	612
21+	27.50	660

Any member who is accruing more hours per month than on this new PDO accrual schedule on January 1, 2007 will remain at the then current accrual rate until an increase would be required by this new accrual schedule.

14.2 Monthly accrual rates for employees working a 5-4/5-4/5-5 schedule shall be 1.21 hours per month less than those set forth in 14.1 above. Maximum accruals shall be as set forth in 14.1 above.

Effective January 1, 2007, monthly accrual rates for employees working a 5-4/5-4/5-5 schedule shall be 2.21 hours per month less than those set forth in 14.1 above.

Maximum accruals shall be as set forth in 14.1 above.

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

14.4 Eligible employees may sell back up to 60 accrued and unused PDO hours during each calendar year.

14.5 Upon separation from employment, an employee shall be paid for all earned and accrued paid days off at the employee's rate of pay defined in section 12.

14.6 Employees must notify the Employer as soon as possible in the case of unforeseen illness or emergency and request appropriate leave. Holidays and personal business time off must be approved by the appropriate supervisor as established by department rules. Normally, at least five working days advance notice of the absence will be required unless mutually agreed upon shorter notice is provided. Vacation scheduling shall be in accordance with established departmental rules and regulations.

14.7 Holidays

The following days are recognized as "legal" holidays for which time off is to be granted as provided for in Article 14 above.

New Year's Day - January 1
Presidents' Day - Third Monday in February
Memorial Day - Last Monday in May
Independence Day - July 4
Labor Day- First Monday in September
Thanksgiving Day - Fourth Thursday in November
The day immediately following Thanksgiving Day
Christmas Day - December 25
One additional holiday employee's choice *

One additional holiday employee's choice *

*** This additional holiday has been included in the paid days off accrual described under article 14.1 above.**

14.8 In Lieu of Holiday Overtime Pay

Recognizing that paid days off concept eliminates the obligation of the Employer to pay overtime for holidays worked, 2.4% of regular rates for classifications as set forth above shall be paid as compensation for and in lieu of said pay for holiday overtime.

15. Other Leave Benefits

15.1 Leave Without Pay

All leave without pay will be handled in compliance with the City's Leave of Absence Without Pay policy dated May 2008, revised March 2011.

15.2 Bereavement Leave

A maximum of five working days bereavement leave shall be allowed when there is a death in an employee's immediate family. "Immediate family" is defined as spouse, domestic partner, child, mother, father, brother, sister or step family, aunt, uncle, niece, nephew, mother-in-law, father-in-law, son-in-law, brother-in-law, sister-in-law, grandparent, grandchild, and grandparent, grandchild of the spouse or member of the employee's immediate household. (It is understood that this policy extends to similar members of a domestic partner's family as detailed above.)

Bereavement leave in excess of five working days may be charged to paid days off with the approval of the chief. In addition, the use of a maximum of five (5) PDO's shall be allowed for bereavement of family members outside the immediate family.

15.3 Military Leave

The Employer abides by the provisions of the laws of the state of Washington, RCW 38.40.060, which stipulates that employees who are members of the National Guard or Federal Reserve military units are entitled to be absent from their duties for a period of up to twenty-one days with pay during each October 1 - September 30 year while engaged in the performance of ordered military duty and while going to or from such duty.

15.4 Family and Medical Leave

Family and medical leave shall be granted pursuant to the requirements of the Family and Medical Leave Act of 1993 and City of Vancouver policies.

16. Sick Leave

16.1 Inactive (Payoff) Balance

Balances in inactive sick leave accruals as of December 31, 1976, shall be

maintained as set forth below. Any member of the Guild covered by LEOFF who shall then retire at some future date shall be paid an amount to be computed as follows:

- A. Each month, the employee's attendance records shall be examined to determine total days on disability and sick leave.
- B. The balance of inactive sick leave shall be credited each month with an accrual of 10 hours to a maximum of 1024 hours.
- C. The days indicated in 16.1A shall be deducted each month from the balance in 16.1B to determine the balance to be paid off at retirement in accordance with sections 16.2 and 16.3 of this Article.
- D. Any inactive sick leave balance that is in excess of 1024 hours shall be maintained at that balance unless reduced as specified in sections 16.1A and 16.1B above. No accrual of hours occurs until the accrued balance drops below 1024 hours. If the balance drops below 1024 hours, accrual will begin on the basis of 10 hours per month to a maximum of 1024 hours.

16.2 Any employee hired before January 1, 1981, and retiring from the employer on account of age shall be paid a sum equal to ten percent (10%) of his/her accrued and unused sick leave if he/she has more than ten years of service with the employer, twenty-five percent (25%) if he/she has more than fifteen years of service with the employer, or fifty percent (50%) if he/she has more than twenty years of service with the employer. Time on disability pension shall be counted as used sick leave for the purpose of computing money due at retirement for accrued sick leave.

16.3 Any employee hired before January 1, 1981, with the years of service noted in 16.2, above, who leaves the employer in good standing for reasons other than retirement shall be entitled to one-half of the percentages stated in 16.2, above.

16.4 Short-Term Disability

- A. Effective January 1, 1978, employees hired after October 1, 1977 shall accrue 10 hours per month in a short-term disability leave account, to a maximum accumulation of 1,024 hours. Use of this leave is available as soon as they become available in their bank for illness or injury. Short-term disability leave accrued in a pay period cannot be used in the same period in which they are earned, i.e.

short- term disability leave accrued in the 1st through the 15th pay period cannot be used until the 16th through the end of the month pay period and so forth.

16.5 LEOFF -II Time Loss Guarantee

A. Duty-Related Injury Leave

- (1) In lieu of the statutory supplement described in RCW 41.04.500 et seq., the City will supplement the time loss payments received by employees who have suffered on-the-job injuries as follows:
 - The City will provide its supplement by paying the employee's base pay during a period of time loss. The City's supplement will begin on the first date an employee is entitled to time loss benefits under RCW, Title 51 and shall continue as long as the employee is receiving benefits under RCW, Title 51, up to a maximum of 6 months from the first date of time loss.
 - Employees receiving City's time loss supplement must, within ten (10) business days of receipt, sign over to the City all time loss payment checks provided by the City's insurance administrator and/or the State.
- (2) After this first six (6) month period, employees may supplement time loss payments, up to their normal monthly salary, from their employee's available leave accruals.
- (3) Employee benefits including health insurance premium contribution, STD and PDO accruals, and applicable pre-injury premiums (excluding those premiums paid on an hourly basis) will continue for the duration of the employee's employment.

B. Work-related disability shall be defined as:

- (1) That which is eligible for payment of benefit under the state's workers' compensation program excluding any disability which occurs during, and as a result of participating in, the basic police academy training program.
- (2) That which is incurred while off-duty, in response to a situation where such response is in accordance with

departmental policy.

- C. Employees disabled may be required to perform light duty work as assigned by the Employer as provided under the workers' compensation statute.
- D. The parties expressly agree that the benefits provided by this article exceed the benefits provided by Chapter 462, Laws of 1985 as allowed in Section 11 of the Act.

In the event the Washington State legislature modifies the provisions of the LEOFF Act for LEOFF-11 employees, this section shall be reopened for negotiations upon the request of either party.

16.6 Upon confirmation by the City that an illness or injury has rendered a Guild member unable, with or without reasonable accommodation, to perform one or more of the physical requirements of the job of police officer (e.g. bending, lifting, running) and medical documentation indicates that such limitation will continue for a reasonable duration, the Vancouver Police Department will identify appropriate light-duty work to assign such officer. The Parties recognize that generally such light-duty assignments will not exceed one (1) year and that this contractual provision is separate and distinct from any legal rights that Guild member may have under state and/or federal law.

17. Employee Insurance

17.1 Each employee shall receive a term life insurance policy in the amount of one times their annual salary, rounded to the nearest thousand dollars, not to exceed \$100,000, double indemnity, which premium will be paid by the employer. Employees may, at their option, purchase additional life insurance through the Employer's carrier.

17.2 Each employee with dependents will pay 10% of the actual medical insurance premium cost for the employee's dependents per month on a pre-tax basis.

17.3 In negotiation of the January 1, 2000 - December 31, 2002 agreement, the parties agreed to eliminate City paid long term disability insurance coverage in exchange for enhanced dental benefits.

17.4 Employees and their eligible dependents will have the option of selecting medical coverage from one of the Flexible Benefits Plans, as outlined in Appendix B.

17.5 In addition, all employees will have the option of participating in Flexible Spending Accounts (FSAs) for reimbursable medical costs, dependent care costs, or premium sharing costs.

17.6 The Employer has the right to select insurance carrier(s), provided, however, that at least two medical plans will be offered and that the aggregate schedule of benefits currently enjoyed will not be substantially changed.

17.7 The Employer shall provide liability insurance (or self-insurance) for Guild employees. Such insurance shall defend and indemnify employees against allegations arising from all acts or omissions occurring within the scope of the duties and responsibilities of the employee's employment. Such insurance or self-insurance shall also cover all costs, including attorney's fees, connected with proposed or threatened suits and negotiated settlements, provided that the city need not indemnify or defend the employee for any act found by the department to be dishonest, fraudulent, criminal or malicious, or for any suit brought against the employee by or on behalf of the city.

18. Medical Examinations

18.1 The Employer has the right to require periodic medical examinations (physical and psychological) of all employees covered by this agreement provided the examination is job related and consistent with business necessity. The Employer also has the right to require certification from a physician that an employee is physically and mentally able to return to work following a period of disability leave.

19. Retirement Plans and Deferred Compensation

19.1 All employees shall participate in the State of Washington Law Enforcement Officers and Fire Fighters Pension System.

19.2 Employees may participate, at their option and cost, in the deferred compensation programs provided by either the ICMA Retirement Corporation and/or the Washington State DRS Deferred Compensation Program.

19.3 Effective January 1, 1996, the City will match, up to a maximum of one percent (1.0%) of the employee's base salary, an employee's contribution to the deferred compensation program(s) offered by the City, such contributions subject to IRS limitations.

20. Training and Tuition Assistance

20.1 Training shall be scheduled by the Employer when such training is mandatory, and if the total training hours or total training and work hours for a particular day exceed the normally scheduled work day, with the exception of Basic Training Academy, then overtime provisions shall apply. If the training is voluntary on the part of the employee, then overtime shall not apply. In the case of Basic Training Academy, hours worked include only that time spent in actual class instruction. Study time and other personal time are not within the definition of hours worked.

20.2 Requests for tuition assistance to attend specialized individual training or academic training shall be processed in accordance with City policy.

21. Clothing Allowance

21.1 The Employer shall purchase and replace such clothing, uniforms, and other equipment as designated by the chief of police and shall make all necessary uniform replacements as the need arises. Members assigned to plain clothes duty shall be paid an annual allowance of \$550 as authorized by the chief of police and as approved by the city manager. The plain clothes allowance shall be paid within one (1) month of assignment on a pro-rated basis for the remainder of the calendar year and paid annually thereafter the first pay period of February.

21.2 Employees agree to maintain all clothing and equipment in good condition and not subject it to abuse beyond the regular call of duty. The Employer shall provide for each employee a standard service sidearm and two (2) standard sets of handcuffs which the employee will maintain and return to the Employer upon the termination of service. The Employer shall determine the standard service sidearm and handcuffs to be provided. If the employee chooses to carry other than the issued sidearm, the employee will return the issued sidearm when authorized to carry an alternative sidearm.

21.3 The city will replace or repair eye glasses and/or authorized personal items damaged or destroyed beyond normal wear and tear while on duty. Personal items will be authorized for purposes of this section if (1) the employee has notified the division commander in writing that he/she intends to carry the item on duty; and (2) the division commander has given authorization to carry the item. The Employer shall act upon the matter within twenty-one (21) calendar days from the date the personal item was brought to the division commander's attention. The employee shall assist the Employer in securing restitution or indemnification through the courts by the Employer. It is not the intent of this article to compensate for an employee's negligence and/or carelessness.

22. Mileage Allowance

22.1 All employees required by the Employer to use their private cars for official police department business, as directed by the Employer, shall be compensated at the mileage rate established by the Internal Revenue Service. Maximum use shall be made by the Employer of employer-owned vehicles in order to avoid use of employees' cars. Compensation shall not be made for employees traveling from home to work and return.

23. Annexation

23.1 It is understood and agreed that in the event of an annexation to the City

of Vancouver requiring a transition period to City public safety services, the City may, at its discretion, subcontract police services in the annexed area to the Clark County Sheriff's Office for a reasonable transition period in order to permit the orderly and safe transition of police services to the annexed area. No layoffs of bargaining unit personnel shall occur during the term of this Agreement as a result of any actions under this Article.

23.2 It is further agreed that should the City hire law enforcement officers laid off from another jurisdiction, which is enveloped in the annexation, such law enforcement officers shall have their length of service in the other jurisdiction applied toward their seniority with the City for lay off purposes, provided they are laid off by inverse seniority as contemplated by RCW 35.13.360-400 (1993 c 189 sections 2-6).

24. Substance Abuse Policy

24.1 In order to protect the health and safety of employees, co-workers and the public, the City and the Guild agree that the City may implement its Substance Abuse Policy dated January, 1999. If, during the term of this Agreement, the City adopts a different Substance Abuse Policy for other City employees, the Guild may, at its option, reopen this Article of the Agreement for the purpose of modifying the Substance Abuse Policy incorporated by this Article.

24.2 The City agrees to indemnify, defend and hold the Guild harmless from any liability arising from the implementation of the Substance Abuse Policy, including testing and discipline under that policy. The Guild agrees to indemnify, defend, and hold the City harmless from any liability arising from the Guild's actions in advising and counseling its members about testing and discipline under that policy.

24.3 This article does not waive any constitutional or other rights employees may have under state or federal law.

25. Violence Prevention in the Workplace

The Employer and the Guild agree that the City's Violence Prevention in the Workplace policy (dated May 2008) will be applied to Guild members. However, to invoke the search provisions of the policy, the City must first relieve the officer of duty because of reasonable suspicion of acts of violence as defined in the policy.

26. Educational Incentives

26.1 General Eligibility

Current active employees holding the rank of police officer, corporal, or sergeant

may participate, if eligible, in the incentive program as described in the following sections of this article. Benefits payable under the incentive program cease when an employee terminates, retires, or is on an extended leave of absence without pay for more than thirty (30) consecutive calendar days. Such benefits shall cease effective on the date of termination or retirement; or, in the case of extended leave of absence without pay, on the thirty-first day of absence. Pay will be reinstituted effective on the first day of the month next following the employee's return to work.

A. To receive the second year award of 2.5% of base pay/month, the employee must:

- (1) Have an associate degree from an accredited college or university in an eligible course of study; or
- (2) Have completed 92 quarter hours or 54 semester hours and be currently enrolled in a bachelor's degree program at an accredited college or university in an eligible course of study.

To maintain eligibility for a second year award, an employee enrolled in a bachelor's degree program must furnish to the police chief and human resources director a copy of the official grade report at the end of each quarter or semester and must keep them apprised, in writing, of any circumstances which affect eligibility for educational incentive.

If the employer directs the employee to a work or training assignment that requires the employee to temporarily withdraw from school, payments shall continue under the educational incentive program during such assignment, provided the employee must re-enroll in school at the beginning of the quarter following termination of such assignment. If re-enrollment does not occur, benefits paid beyond the date such assignment ended shall be repaid to the city by the employee.

B. To receive the fourth year award of 5% of base pay/month the employee must:

- (1) Have a bachelor's degree from an accredited college or university in an eligible course of study.
- (2) It is the employee's responsibility to assure that timely documentation of educational attainment is provided to the Office of the Chief in the form of an official college transcript or degree or both. Payment of incentive awards will begin effective the first day of the payroll period following the date

such documentation is provided.

- C. Only courses taken through schools accredited by or through the Council for Higher Education Accreditation (CHEA) will be accepted in determining eligibility for educational incentive.
- D. The employee's degree must be job-related or contribute to improved performance.
- E. Questions arising out of the administration of this program will be resolved by a committee consisting of the police chief and human resources director; however, this will not prevent an employee from seeking redress through the grievance procedure.

27. Performance Evaluations

27.1 Requirements for Evaluation

The performance of each member of the bargaining unit shall be evaluated three (3) months prior to the end of a probationary period following hire or promotion to evaluate progress toward successful completion of the probationary period and as follows:

- A. At the end of the probationary period and each January thereafter, supervisors will meet with employees to set career development goals for the upcoming year.
- B. Each July, supervisors will meet with employees to evaluate progress toward the established career development goals.
- C. Each January, supervisors will meet with employees to evaluate work performance for the previous year and whether established career development goals were accomplished.

The established career development goals, six (6) month evaluation and twelve (12) month evaluation shall be documented in the approved department format.

27.2 Evaluations shall be conducted by a supervisor who has observed in a supervisory capacity the employee's performance for twelve months. If this is not the case, the evaluator shall note and take into account the period of observation. If the immediate supervisor has less than six months of observation, the predecessor supervisor, if available and if he/she has observed the employee for more than six (6) months, shall make the evaluation. If the predecessor is not available, the commanding officer, in consultation with the immediate supervisor, shall conduct the evaluation. Standards of evaluation shall be made known to the bargaining unit and all evaluators.

Career development goals shall be set by the supervisor performing the evaluation for the previous year in collaboration with the supervisor for the upcoming year and the employee.

27.3 When a supervisor determines that an employee's performance needs improvement in any area, the evaluating supervisor(s) shall state the reason(s) and shall identify specific goals, instruction, training or other means for improving performance in that area.

27.4 After the evaluation is made, the employee shall be given a copy. The rating supervisor and the employee shall meet to discuss the evaluation. The employee may respond in writing and the response shall be attached to the evaluation.

28. Grievance Procedure

28.1 For purposes of this agreement, the term "grievance" means any dispute between the Employer, on the one hand, and the Guild or an employee, on the other, concerning the interpretation, application or alleged violation of any term of this agreement. For purposes of this Article, the term "employee" shall include both members of the bargaining unit and the Guild. The parties agree to make every effort to settle grievances at the earliest step possible.

28.2 Procedure

Grievances shall be processed in accordance with the following procedure:

Grievances shall be presented by the employee to his or her first level supervisor outside of the bargaining unit within 21 days of the date of the alleged violation of the agreement.

The written grievance shall include the following information:

- (1) A description of the grievance and how the employee(s) was/were adversely affected.
- (2) A statement of the section(s) of the agreement allegedly violated and the nature of the violation.
- (3) The date of the incident(s) grieved.
- (4) A description of the remedy sought by the employee(s).
- (5) Identity of the employees affected.
- (6) Specification of whether the grievance procedure should begin at step 1 or step 2.
 - a. For a grievance that involves discipline imposed by the Chief, the grievance may be initiated at Step 1 or Step 3.

- b. For any other grievance, the grievance may be initiated at Step 1 or Step 2.

The written grievance shall be signed by the employee.

Step 1: The parties will use an interest based problem solving process to resolve the issues identified in the grievance. The process will include all individuals necessary and with authority to reach a resolution. Any resolution of the grievance will be in writing and signed by the parties. If the parties agree that they are unable to resolve the grievance, the parties will outline the areas of disagreement in a memorandum.

The employee may advance the grievance to the next step by delivering the memorandum to the Office of the Chief at anytime within 21 days of filing the grievance. If the grievance is not resolved in 21 days, the grievance will automatically advance to step 2.

Step 2: If the grievance remains unresolved following step 1, the chief of police may meet with the employee and his or her Guild representative. The chief shall make a decision on the grievance, in writing, within 21 days of receipt of the grievance.

Copies of the chief's decision shall be mailed or emailed and delivered to the employee and to the Guild.

If the grievance involves a termination of employment, the employee may advance the grievance to Step 3. For all other grievances, the grievance may be advanced to Step 4.

Step 3: If the grievance remains unresolved after the chief's decision is rendered in step 2, the employee may deliver the grievance in writing to the city manager or his designated representative, with a copy to the Chief within fourteen (14) days after receipt of the decision reached by the Chief in Step 2. They City Manager or his designee may meet with the employee and Guild representative, the Chief of Police, and other directly involved individuals as determined by the City Manager or designee to be appropriate. They City Manager or his designee shall render his decision, in writing, within sixty (60) days of receipt of the grievance. The City Manager or his designee shall mail, email or deliver copies of his decision to the employee, the Guild, and the Chief of Police.

The parties shall select an arbitrator and schedule the arbitration hearing within the first thirty (30) days of the sixty (60) day period.

Step 4: If the grievance remains unresolved after the decision is rendered in Step 2 or Step 3, as applicable, the Guild shall decide whether the final step in the grievance procedure will be arbitration or civil service appeal.

The guild will provide the City with a written notice electing a final step within fourteen (14) days after the mailing, emailing or hand delivery of the decision.

28.3 If the grievance is submitted to arbitration, the parties shall attempt to mutually agree on a disinterested third party to serve as arbitrator. In the event the Employer and the Guild are unable to agree on an arbitrator, the arbitrator shall be selected by the process of elimination from a panel of seven (7) arbitrators furnished by the Public Employment Relations Commission (PERC) or the Federal Mediation and Conciliation Service (FMCS). The request to PERC or FMCS shall state the general nature of the issues raised by the grievance and ask that the nominees be qualified. The parties shall promptly strike from the list received. The first strike shall be determined by the toss of a coin. The decision whether to use PERC or FMCS will be by mutual agreement or determined by a toss of a coin.

28.4 The arbitrator shall consider and decide only the specific issue(s) submitted by the Employer and/or the Guild at the hearing, and shall have no authority to make a decision on any other issue not so submitted. The arbitrator shall have jurisdiction and authority only to interpret, apply or determine compliance with the agreement and shall not have jurisdiction to add to, detract from or alter in any way the provisions of this agreement. A decision within the jurisdiction of the arbitrator shall be final and binding upon all parties. The expenses and fees incumbent to the services of the arbitrator shall be paid by the losing party. Each party shall be responsible for compensating its own representatives and witnesses. Either party may cause a verbatim recording of the hearing to be made, provided it pays the cost of the record. If the other party desires a copy, the cost of the recording and preparation of a transcript shall be shared equally.

28.5 A grievance that involves or affects a significant number of the employees in the bargaining unit may be introduced by the Guild in written form to the chief of police under step 2 of the grievance procedure.

28.6 Provided the Guild has given the City Manager notice that it intends to file a grievance not more than 129 days after the officer was placed on administrative leave and meet with the City Manager upon request, the Guild may grieve the placement of an officer on administrative leave for more than 150 days. Such grievance will be heard on an expedited basis by Arbitrator [parties to agree on 3-5 arbitrators to list as this panel]. The Arbitrator with the earliest available hearing date will conduct the arbitration. The Arbitrator will be requested to issue an expedited, summary award. The Arbitrator's fees and expenses will be borne by the City if the officer is removed from administrative leave and by the Guild if the Arbitrator continues the administrative leave.

28.7 If a grievance is not advanced in accordance with the time limits set forth above, the grievance shall be considered waived or granted, unless the parties

mutually agree to extend the time limits for a given step.

28.8 Discipline Review Board

A Discipline Review Board will review all investigations that result in termination of employment. The review will be requested and performed at any time following receipt of a grievance and before a decision is reached by the City Manager or his designee. The Discipline Review Board, its review of any internal affairs investigation, and its recommendations will not be offered as evidenced in any grievance arbitration between the parties. Should either party offer such evidence, the arbitration hearing will be suspended and a new arbitrator selected to hear the grievance. The party making the offer will bear any additional arbitration fees and costs incurred.

29. Employee Discipline/Termination

29.1 No employee shall be disciplined except for just cause. The Employer may take disciplinary action by written reprimand, suspension, demotion, or discharge.

29.2 Employees shall be given an opportunity to review and comment upon all disciplinary letters or performance evaluations that are placed in their personnel files. Employees shall be requested to sign the disciplinary letter. Signature thereon shall not be construed as an admission of guilt or concurrence with the disciplinary action, but rather as an indication that the employee has seen and comprehends the nature of the disciplinary action. Copies of all disciplinary letters shall be given to the employee at the time the discipline is imposed. Notice of such disciplinary action shall be given to the Guild at the same time.

29.3 An employee suspended without pay may request to forfeit accrued paid days off on a day-for-day basis, in lieu of the suspension.

29.4 Disciplinary investigations shall be conducted in accordance with the department's IA program. Any changes in the IA program shall be developed jointly between the chief of police and the Guild's executive board.

30. Smoke-Free Work Environment

30.1 Policy

The city seeks to promote a safe, healthy and pleasant work environment for all employees. In response to increasing evidence from medical studies showing that tobacco smoke creates a health hazard for persons exposed to the smoke, all city facilities, including city-owned buildings, vehicles, individual employee offices, and offices or other facilities rented or leased by the city will be smoke free.

The City and the Guild have also agreed to a Vancouver Police Department policy dated October 21, 1999 establishing guidelines for the use of smokeless tobacco.

30.2 Procedure

- A. "No Smoking" signs will be posted at all city locations and all city employees will participate in creating a smoke-free environment. Ash receptacles will be placed in convenient locations for those employees who wish to step outside a building to smoke.
- B. The city will offer assistance and support to employees who wish to quit smoking or using smokeless tobacco by providing periodic stop smoking/using smokeless tobacco classes sponsored by the city's wellness program.
- C. Visitors to any of the city's facilities will be requested to comply with the city's efforts to maintain a smoke-free environment.

31. Use of City's Electronic Mail System

The Vancouver Police Officers Guild may use the City's electronic mail system to notify its members of Guild meetings.

- A. The number of notifications will be minimal, e.g., less than 10 per year.
- B. The actual message will be short, including notification of the date, time and place of the meeting; and an agenda for the meeting.
- C. Only Guild Executive Board members will have authority to send the e-mail messages.
- D. The e-mail messages will be notifications only, with no opportunity for reply to the message.
- E. Any messages sent over the City's electronic mail system are subject to City policies pertaining to its electronic communication system.

The City may terminate this the Guild's use of the electronic mail system with 10 days' notice if there is a violation of the terms outlined in this article, if the e-mail messages sent by the Guild create a problem for the computer system, or if the City is required to permit other businesses or non-profit groups to use its electronic mail system because of the Guild's use of the system.

32. Police Officer Bill of Rights

32.1 The City of Vancouver and the Vancouver Police Officer's Guild recognize the importance of a cooperative effort to ensure fairness to employees without unduly limiting the rights of management.

32.2 The Vancouver Police Officer's Guild believes that effective law enforcement depends upon the maintenance of stable employer-employee relations between police officers and their employers. In order to assure that stable relations are continued throughout the city and to further assure that effective services are provided to all residents of the city it is necessary that this document be applicable to, and strictly adhered to by all concerned parties.

32.3 Except as otherwise provided by law, or whenever on duty or in uniform, no police officer shall be prohibited from engaging, or be coerced or required to engage in political activity.

32.4 For the purpose of this Article, disciplinary actions means written reprimand, suspension, demotion or discharge as specified in Section 29.1 of this Agreement.

32.5 Transfer to Another Job Position - An employee may be temporarily removed from his or her job position or specialty assignment during the investigation and placed in another established position or a position created for the employee within VPD. This action is not disciplinary and will not result in a reduction or loss of wages. This may include directing a uniformed employee to work in civilian clothing. The employee must be returned to his/her job position or specialty assignment if the allegations are found not sustained, exonerated or unfounded unless the City has reasonable grounds not to return the employee to the position or assignment.

32.6 It is recognized that the use of deadly force is a traumatic experience. During investigations regarding deadly force, officers shall provide sufficient information so as not to hinder the investigation or obstruct the securing of the scene or apprehension of suspects. However, any written statement or detailed oral statement shall be obtained after the subject officer is advised of his/her rights and allowed to consult with a Guild representative or attorney. Such consultation shall not unduly delay the giving of the statement.

32.7 Interviews

When any police officer is questioned pursuant to VPD Internal Affairs Investigations Policy the interview shall be conducted under the following conditions. Provided that this section shall not apply to situations such as any interview of a police officer in the normal course of duty, counseling, instruction, or informal verbal admonishment by or

other routine or unplanned contact with a supervisor or any other police officer, nor shall this section apply to an investigation concerned solely and directly with alleged criminal activities.

- A. The interview will be conducted at a reasonable hour, preferably at a time when the police officer is on duty, unless the seriousness of the investigation requires otherwise or there is a mutual agreement to conduct the interview during off duty time. If the interview does occur during off-duty time, the police officer shall be compensated for any off-duty time in accordance with this Agreement.
- B. Employees shall be given at least 24 hours notice of scheduled interview times unless this delay in conducting the interview would jeopardize the successful completion of the investigation. The notice will advise the employee whether he is being interviewed as a witness to or subject of the investigation.
- C. The officer under investigation shall be informed of the nature of the investigation prior to any interview and given information necessary to reasonably apprise the officer of the specific allegations, conduct or incident under investigation.
- D. At the start of the interview the officer shall be informed of the rank, name and command of the officer in charge of the interview, the officers conducting the interview, and all other persons to be present during the interview. All questions directed to the officer shall be asked by and through no more than two interrogators at one time.
- E. The length of the interview shall be for a reasonable period of time taking into consideration the gravity and complexity of the issue being investigated. The officer shall be allowed to take reasonable breaks during the interview process.
- F. The officer shall not be subjected to offensive language or threatened with punitive action except that an officer refusing to respond to questions or submit to questioning shall be informed that failure to truthfully and fully answer questions that are specifically and directly related to the allegations, conduct, incident, their duties, or their fitness for duty may result in disciplinary action.
- G. No promise of reward shall be made as an inducement to answering any question.

- H. No statement made during an interview by an officer under unlawful duress, coercion or threat of punitive action shall be admissible in any subsequent proceeding between the City and the Guild. No such statement shall be admissible or discoverable in any other civil proceeding except as required by law.

32.8 Guild Representation

- A. Officers have a right to have a Guild representative, who may be a Guild attorney, present during the interview. Officers who reasonably believe that an interview might result in discipline have a right to union representation by a Guild member or attorney. The City will provide the Guild with a copy of the notice of investigation given any officer when the notice is given the officer.
- B. Officers who are witnesses in an Internal Affairs investigation may also have a Guild representative (Guild member or Guild attorney). The representative may assist and counsel the employee and reasonably assure that the employees' rights are protected, including making brief, non-argumentative objections to questions asked. The representative will not disrupt the interview or prevent the investigator from obtaining the employee's truthful testimony. If the representative wants to make an extended argument or some other statement, he will wait until the end of the interview to do so.
- C. The representative shall not be a person subject to the investigation or a witness in the investigation. The representative, if not an attorney, shall not be required to disclose, nor be subject to any punitive action for refusing to disclose, any information received from the officer under investigation for non-criminal matters.

32.9 The complete interview of a police officer may, consistent with applicable laws, be recorded by an audio taping device. If a tape recording is made of the interview, the police officer shall have access to the tape if any further proceedings are contemplated or prior to any further questioning at a subsequent time. If any transcription of the interview is made, the officer shall, upon request, be provided a copy without cost. The police officer being questioned shall have the right to bring a tape recording device and record any and all aspects of the interview.

32.10 No police officer shall be compelled to submit to a polygraph examination or voice stress analyzer against his or her will. No disciplinary action or other recrimination shall be taken against an officer refusing to submit to such examination, nor shall any comment be entered anywhere in the investigator's notes or anywhere else that the police officer refused to take such examination, nor shall any testimony or evidence be admissible at a subsequent hearing, trial,

or proceeding, judicial or administrative, to the effect that the police officer refused to take such examination.

32.11 No police officer shall be required or requested to disclose any item of his or her property, income, assets, source of income, debts or personal or domestic expenditures, nor shall any officer be compelled to provide medical and/or laboratory information to investigators unless such information is obtained or required under this Agreement, state law or proper legal procedure.

32.12 No police officer may be disciplined for alleged misconduct if the City has known of the allegations for more than 12 months provided:

- A. That this 12-month limitation period shall apply only if the act, omission, or other misconduct occurred on or after January 1, 2015. In the event that the City determines that discipline may be taken after January 1, 2015, it shall complete its investigation and notify the officer of its proposed discipline by written notice, except as provided in paragraph (8).
- B. The City shall not be required to impose the discipline within that one-year period:
 - (1) If the act, omission, or other allegation of misconduct is also the subject of a criminal investigation or criminal prosecution, the time during which the criminal investigation or criminal prosecution is pending shall toll the one-year time period.
 - (2) If the public safety officer waives the one-year time period in writing, the time period shall be tolled for the period of time specified in the written waiver.
 - (3) If the investigation is a multijurisdictional investigation that requires a reasonable extension for coordination of the involved agencies.
 - (4) If the investigation involves more than one employee and requires a reasonable extension.
 - (5) If the investigation involves an employee who is incapacitated or otherwise unavailable.
 - (6) If the investigation involves a matter in civil litigation where the public safety officer is named as a party defendant, the one-year time period shall be tolled while that civil action is pending.

- (7) If the investigation involves a matter in criminal litigation where the complainant is a criminal defendant, the 12 month time period shall be tolled during the period of that defendant's criminal investigation and prosecution.
- (8) If the investigation involves an allegation of workers' compensation fraud on the part of the public safety officer.
- (9)
 - a) Where a predisciplinary grievance procedure is required or utilized, the time for this response or procedure shall not be governed or limited by this chapter.
 - b) If, after investigation and any grievance response or procedure, the City decides to impose discipline, the public agency shall notify the officer in writing of its decision to impose discipline, including the date that the discipline will be imposed, within 30 days of its decision, except if the public safety officer is unavailable for discipline.
- (10) Notwithstanding the 12-month time period specified in this section, an investigation may be reopened against a public safety officer if both of the following circumstances exist:
 - a) Significant new evidence has been discovered that is likely to affect the outcome of the investigation.
 - b) One of the following conditions exist:
 - i) The evidence could not reasonably have been discovered in the normal course of investigation without resorting to extraordinary measures by the City.
 - ii) The evidence resulted from the officer's predisciplinary grievance or procedure.

32.13 No police officer may be disciplined solely because that officer's name has been placed on a Brady list or because that officer's name may otherwise be subject to disclosure pursuant to Brady v. Maryland, 373 U.S. 83 (1963) provided that a police officer may be disciplined based on the underlying acts or omissions for which that officer's name was placed on the Brady list or may otherwise be subject to disclosure pursuant to Brady v. Maryland. Further, nothing within this section shall prevent the City from terminating an employee who can no longer perform the essential functions of his/her job.

32.14 City property and systems, including but not limited to, vehicles,

32.15 computers, telephones, office furniture and lockers, are the sole property of the City. The City reserves the right to search such property and systems when reasonable suspicion exists that a law or city policy has been violated, provided that such searches shall be conducted in compliance with applicable laws.

32.16 The employer shall not cause the officer under investigation to be subjected to visits by the press or news media without his or her express consent nor shall his or her home address or photograph be given to the press or news media without his or her express consent or unless required by law.

32.17 The officer shall be entitled to review the complete final investigation file as provided in VPD Internal Affairs policy.

32.18 All information regarding the investigation, including the tape and any transcription of the tape shall be subject to the confidentiality provisions of the VPD Internal Affairs Policy.

32.19 If the City refers an allegation to an outside agency for a criminal investigation or to a Vancouver detective for criminal investigation, the officer will be promptly notified of this action unless notification would jeopardize the successful completion of the criminal investigation.

32.20 Nothing in this document shall preclude the Chief of Police from ordering a police officer to cooperate with other agencies involved in criminal or internal affairs investigations of a VPD member or of an employee of another law enforcement agency. If an officer fails to comply with such an order, the Department may officially charge him or her with insubordination.

32.21 No police officer shall have documentation of disciplinary action placed in his or her personnel file, or any other file used for any personnel purposes by the City without the police officer having an opportunity to read and sign the document. Except that, the documentation may be placed in a personnel file if the officer refuses to sign it. If an officer refuses to sign, the fact should be noted on the document and signed or initialed by such officer. The City will purge all records of employee discipline from personnel files and PSU files, excluding those records subject to a litigation hold, as soon as permitted by Washington law and pursuant to City Ordinances and Policies.

32.22 No police officer shall be subjected to disciplinary action, denied promotion, or subjected to other recrimination because of the lawful exercise of the rights granted under this agreement, or the exercise of any rights under any existing administrative grievance procedure.

32.23 In the event the Employer offers a police officer the option of resigning in lieu of discipline, the Employer will notify the Guild that the offer has been made and the Employer will allow the police officer up to seven days to consider the

option.

32.24 The City shall not deny or refuse any police officer the rights and protections guaranteed to them by this document.

32.25 Disputes concerning the Police Officer Bill of Rights may be resolved according to the grievance procedure specified by this Agreement.

33. Contract Interpretation

33.1 The Employer and the Guild agree that past practices that are mandatory subjects of bargaining and are not specified by this agreement but known by both the Guild and the Employer shall remain unchanged.

33.2 The intention of the parties to this agreement is that this agreement and all working agreements shall be consistent with the Personnel Regulations of the Vancouver Municipal Code (Chapter 2.45). Where it is found that the provisions of this agreement are in conflict with the Personnel Regulations, the agreement shall be deemed controlling. The language of the agreement shall be the basis for recommending an amendment to the Regulations.

33.3 If any article of this agreement should be held invalid by operation of law or by any court of competent jurisdiction or of compliance with or enforcement of any article should be restrained by such court, the remainder of this agreement shall not be effected thereby and the parties shall enter into immediate collective bargaining negotiations for the purpose of arriving at a mutually satisfactory replacement for such article.

33.4 The parties acknowledge that each has had the unlimited right and opportunity to make demands and proposals with respect to any matter deemed a proper subject for collective bargaining. The results of the exercise of that right and opportunity are set forth in this agreement. Therefore, the Employer and the Guild for the duration of this agreement each voluntarily and unqualifiedly agree to waive the right to oblige the other party to bargain with respect to any subject or matter specifically discussed during negotiations or covered in this agreement unless mutually agreed otherwise.

34. Termination and Renewal

34.1 This agreement is effective January 1, 2020, and shall remain in full force and effect through December 31, 2022.

34.2 Pursuant to the provisions of RCW 41.56, the Employer agrees to commence negotiations with the Guild not later than June 1, of the expiration year, provided the Guild notifies the Employer, in writing, no later than May 1, of its intent to reopen the agreement and commence negotiations to modify wages, hours, and other terms and conditions of employment for the employees

covered by this agreement.

VANCOUVER POLICE OFFICERS GUILD
Rates of Pay

Effective January 1, 2020 through December 31, 2020

Effective January 1, 2020 increased 4%.

SALARY SCHEDULE - January 1, 2020 through December 31, 2020									
	RANGE	TYPE	RECRUIT	STEP	STEP	STEP	STEP	STEP	STEP
JOB CLASS TITLE	NUMBER	RATE		1	2	3	4	5	6
POLICE CORPORAL	17	MO.			6,971	7,319	7,685	8,069	8,473
		YR.			83,652	87,828	92,220	96,828	101,676
(5/2 SCHEDULE)		HR.			40.2173	42.2250	44.3365	46.5519	48.8827
(5/3 5/2 SCHED.)					40.4442	42.4632	44.5867	46.8146	49.1585
(5/4 5/4 5/5 SCHED.)					40.8557	42.8952	45.0403	47.2908	49.6586
POLICE OFFICER	16	MO.	5,826	6,117	6,423	6,744	7,081	7,436	7,807
		YR.	69,912	73,404	77,076	80,928	84,972	89,232	93,684
(5/2 SCHEDULE)		HR.	33.6115	35.2904	37.0558	38.9077	40.8519	42.9000	45.0404
(5/3 5/2 SCHED.)			33.8012	35.4895	37.2648	39.1272	41.0824	43.1421	45.2945
(5/4 5/4 5/5 SCHED.)			34.1451	35.8505	37.6440	39.5253	41.5004	43.5810	45.7553
POLICE SERGEANT	19	MO.			7,730	8,116	8,522	8,948	9,395
		YR.			92,760	97,392	102,264	107,376	112,740
(5/2 SCHEDULE)		HR.			44.5962	46.8231	49.1654	51.6231	54.2019
(5/3 5/2 SCHED.)					44.8478	47.0873	49.4428	51.9143	54.5077
(5/4 5/4 5/5 SCHED.)					45.3040	47.5663	49.9458	52.4425	55.0623

Effective January 1, 2021 through December 31, 2021

Effective January 1, 2021 Officers/Corporals increased 3%; Sergeants increased 4%.

SALARY SCHEDULE - January 1, 2021 through December 31, 2021									
JOB CLASS	JOB CLASS TITLE	RANGE	TYPE	RECRUIT	STEP	STEP	STEP	STEP	STEP
		NUMBER	RATE		1	2	3	4	5
514	POLICE CORPORAL	17	MO.			7,180	7,539	7,916	8,311
			YR.			86,160	90,468	94,992	99,732
	(5/2 SCHEDULE)		HR.			41.4231	43.4942	45.6692	47.9481
	(5/3 5/2 SCHED.)					41.6568	43.7396	45.9269	48.2186
	(5/4 5/4 5/5 SCHED.)					42.0806	44.1846	46.3941	48.7092
512	POLICE OFFICER	16	MO.	6,001	6,301	6,616	6,947	7,294	7,659
			YR.	72,012	75,612	79,392	83,364	87,528	91,908
	(5/2 SCHEDULE)		HR.	34.6212	36.3519	38.1692	40.0788	42.0808	44.1865
	(5/3 5/2 SCHED.)			34.8165	36.5570	38.3846	40.3050	42.3182	44.4358
	(5/4 5/4 5/5 SCHED.)			35.1707	36.9289	38.7751	40.7150	42.7487	44.8879
516	POLICE SERGEANT	19	MO.			8,039	8,441	8,863	9,306
			YR.			96,468	101,292	106,356	111,672
	(5/2 SCHEDULE)		HR.			46.3788	48.6981	51.1327	53.6885
	(5/3 5/2 SCHED.)					46.6405	48.9728	51.4212	53.9914
	(5/4 5/4 5/5 SCHED.)					47.1150	49.4711	51.9443	54.5407

Effective January 1, 2022 through December 31, 2022

Effective January 1, 2022 Officers/Corporals increased 3%; Sergeants increased 4%.

SALARY SCHEDULE - January 1, 2022 through December 31, 2022										
JOB CLASS	JOB CLASS TITLE	RANGE NUMBER	TYPE RATE	RECRUIT	STEP 1	STEP 2	STEP 3	STEP 4	STEP 5	STEP 6
514	POLICE CORPORAL	17	MO.			7,395	7,765	8,153	8,561	8,989
			YR.			88,740	93,180	97,836	102,732	107,868
	(5/2 SCHEDULE)		HR.			42.6635	44.7981	47.0365	49.3904	51.8596
	(5/3 5/2 SCHED.)					42.9042	45.0508	47.3019	49.6691	52.1522
	(5/4 5/4 5/5 SCHED.)					43.3407	45.5092	47.7832	50.1744	52.6828
512	POLICE OFFICER	16	MO.	6,181	6,490	6,814	7,155	7,513	7,888	8,283
			YR.	74,172	77,880	81,768	85,860	90,156	94,656	99,396
	(5/2 SCHEDULE)		HR.	35.6596	37.4423	39.3115	41.2788	43.3442	45.5077	47.7865
	(5/3 5/2 SCHED.)			35.8608	37.6536	39.5333	41.5118	43.5888	45.7645	48.0562
	(5/4 5/4 5/5 SCHED.)			36.2256	38.0366	39.9355	41.9341	44.0322	46.2300	48.5451
516	POLICE SERGEANT	19	MO.			8,360	8,778	9,217	9,678	10,162
			YR.			100,320	105,336	110,604	116,136	121,944
	(5/2 SCHEDULE)		HR.			48.2308	50.6423	53.1750	55.8346	58.6269
	(5/3 5/2 SCHED.)					48.5029	50.9280	53.4750	56.1496	58.9577
	(5/4 5/4 5/5 SCHED.)					48.9963	51.4462	54.0190	56.7209	59.5575

The differential between police officer and corporal will be 8.5%; the differential between police officer and sergeant will be 20% (was 18% until 2015 when an arbitrator awarded a one-time increase of 1% on 1-1-15 and 1% on 1-1-16 for sergeants only)

APPENDIX B VANCOUVER POLICE OFFICERS GUILD

FLEXIBLE BENEFITS PLAN

Employees will be able to choose from the following medical and dental plans.

Medical Option #1 Kaiser HMO

Medical Option #2 Kaiser CDHP

Medical Option #3 Regence Blue Cross/Blue Shield of Oregon (BCBSO) PPO

Medical Option #4 Regence Blue Cross/Blue Shield of Oregon (BCBSO)

CDHP **Dental Option #1** Washington Dental Service (WDS/Delta Dental of

Washington) **Dental Option #2** Kaiser Dental HMO

Employees may choose any combination of medical/dental plans. In addition, members have an opt-out/cash- back option for eligible employees upon certification of other group coverage.

Two Consumer Driven Health Plans (CDHPs), one through Regence Blue Cross/Blue Shield of Oregon and one through Kaiser are available options. The CDHP plans will include a Health Savings Account (HSA).

In 2015, the City will make a contribution to the Employee's HSA of \$500 for those with employee-only coverage or \$1,000 for those with one or more dependents. The City's contribution to the HSA will be made in January.

Also, for the 2015 plan year, any employee who elects coverage under one of the CDHP health plans will receive a cash payment of \$1000 for those with employee only coverage or

\$2000 for those with one or more dependents. This amount will be paid directly to the employee and not into the HSA, is taxable, and will be paid in January of 2015. Employees may also contribute pre- tax dollars to their

HSA.

In 2016, the City will make a contribution to the employee's HSA plan in the amount of \$1,500 for employee-only coverage, or \$3,000 for those with one or more dependents, in a manner compliant with applicable state and federal laws.

Employees that do not transition to the CDHP plan will maintain the option of participating in Flexible Spending Accounts (FSAs) for reimbursable medical costs and premium sharing costs. All employees will continue to be eligible to participate in an FSA for dependent care costs.

For this contract period, the employer will pay \$35.00 each month into an eligible member's

flexible spending account, or deferred compensation account. Employees enrolled in the CDHP plans may direct the \$35 to a flexible spending dependent care account or a deferred compensation account.

Dated this _____ day of _____, 2020

For the Employer

Eric Holmes, City Manager

Lisa Takach, HR Director

Approved as to form:

Jonathan Young, City Attorney

Attest:

Natasha Ramras, City Clerk

For the Union

Neil Martin, President

Anil Karia, Attorney for VPOG

**MEMORANDUM OF UNDERSTANDING -
Supplement for Employees Assaulted on the Job**

This Memorandum of Understanding (“MOU”) is made between the City of Vancouver (“City”) and the Vancouver Police Officers Guild (“Guild”) as of the date signed below.

Background:

WHEREAS the City recognizes that members of the Guild are exposed to extraordinary hazards on the job, including the risk of being shot and assaulted with a dangerous weapon such as a knife, club, or motor vehicle. The City further recognizes that such an assault can, in certain extraordinary and rare circumstances, lead to injuries that are substantial and/or cause great bodily harm such that the employee is unable to return to regular or light duty for an extended period.

WHEREAS the Guild recognizes that supplemental benefits for its members should only be provided in certain extraordinary and rare circumstances where an employee has suffered injuries that are substantial and/or caused great bodily harm as the result of being assaulted on the job (as opposed to any injury resulting from the employee’s own actions or when no other person caused the injury). The Guild further recognizes that the City aggressively attempts to return employees injured on the job to light duty work if authorized by the employee’s medical provider and such work is available.

WHEREAS the Guild recognizes the City’s concerns about potential abuse or overly broad application of the supplemental benefit and has agreed to several substantial restrictions on eligibility for the supplement in this MOU. Those restrictions are intended to prevent undue expansion of the benefit based on the definition of substantial harm. For example, it is unlikely that any Guild member, the Guild, the City or an arbitrator would consider an assault that results in only a broken finger to meet the strictly construed, rare, or extraordinary requirements of the MOU or be similar to what Officer Goudschaal experienced.

WHEREAS during the negotiations for the 2017-2019 successor collective bargaining agreement the parties discussed this supplement and while they both believe it is a positive step for Guild members, the City preferred to “pilot” the supplement as a MOU during the course of the successor collective bargaining agreement with a sunset date, which would then require the parties to revisit the program/concept, if either party desires to, in subsequent negotiations.

THEREFORE, the parties agree as follows:

Agreement:

1. In addition to the Time Loss Guarantee provided in Section 16.5 of the parties’ collective bargaining agreement, when in the course of official duties, an

employee is assaulted and sustains injuries that are “Substantial” and/or “Great Bodily Harm” as defined by RCW 9A.04.110(4)(b) and/or(c), and the employee is forced by the injury into a disability situation:

- A. The City agrees to contribute to the employee’s salary the amount necessary to make the employee “whole” as required by RCW 41.04.505 for a total period of not more than six (6) months.
 - The City and the Guild agree that making an employee “whole” for this agreement is the total of time-loss benefits from the State of Washington, LEOFF II Short Term Disability Supplement, and the City picking up both the employer and employee portions of the supplement during this six month period.
 - B. If an employee returns to work, whether on a light duty or full duty basis and the disability reoccurs, any additional payments under this agreement shall be limited to the remaining, unused portion of the original six (6) months.
 - C. The definitions of substantial bodily harm and great bodily harm stated in RCW 9A.04.110(4)(b) and/or (c) are incorporated by reference.
 - D. The contribution by the City shall commence after the conclusion of any other “administrative leave” provided to the employee.
 - E. At the conclusion of six (6) months, the employee will use available personal short-term disability along with time loss-benefits from the State of Washington in order to remain “whole”.
2. The requirements for this supplemental benefit set forth in paragraph 1 shall be strictly construed. This benefit is available only if the employee has been assaulted. This benefit is not available if the employee is injured as the result of his/her own actions. This supplemental benefit is intended to apply to extraordinary, rare incidents such as the 2014 shooting of Officer Dustin Goudschaal. In the event of a disagreement as to whether or not a Guild member is entitled to this supplemental benefit, the parties will meet and confer in good faith in an attempt to resolve the issue.
3. Any dispute between the parties concerning the interpretation, application or alleged violation of any term of this MOU will be resolved under Article 28 Grievance Procedure of the parties’ collective bargaining agreement.
4. This agreement will expire on December 31, 2019, or upon ratification of the successor collective bargaining agreement by both parties, whichever is later. The parties may make such proposals on this issue as they deem appropriate in bargaining.

Dated this __ day of _____, 2016.

City of Vancouver

Vancouver Police Officers Guild

James McElvain, Chief of Police

Jeff Kipp, President

Suzi Schwabe, Human Resources Director

AGREEMENT

By and Between City of Vancouver

and

Vancouver Police Officers Guild

January 1, ~~2017~~2020 - December 31, ~~2019~~2022

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VANCOUVER POLICE OFFICERS GUILD AGREEMENT

This agreement, as of the date indicated herein, by and between the City of Vancouver, a municipal corporation of the State of Washington, and hereinafter referred to as the "Employer," and the Vancouver Police Officers Guild, hereinafter referred to as the "Guild," WITNESS that WHEREAS the parties have negotiated the terms and conditions of a collective bargaining agreement, hereinafter referred to as the "agreement," relating to regular full-time police officers, hereinafter referred to as employees represented by the Guild and described in this agreement, as to wages, hours, and other terms and conditions of employment of such employees and wish to reduce the agreement to writing, agree hereto as follows:

1. Guild Recognition

1.1 The Employer recognizes the Guild as the exclusive bargaining agent for all police officers, corporals, and sergeants.

1.2 The Employer and the Guild agree that questions of Guild representation that may arise shall be resolved in accordance with rules of the Washington State Public Employment Relations Commission (PERC) and in accordance with local, state, or national statutes and rules.

2. Nondiscrimination

2.1 The parties agree that the provisions of this agreement shall be applied equally to all employees covered hereby without regard to race, color, national origin, sex, age, physical or mental disability, political or religious opinions or labor organization affiliation, sexual orientation, pregnancy, marital status, military status, or membership in any other class protected by state or federal law or City ordinance, unless such would prohibit performance of a qualifications standard that is job related and consistent with business necessity or necessary to prevent a direct threat to health and safety.

2.2 Employees shall process discrimination grievances under the city's Equal Employment Opportunity procedure or under existing state or federal law, and shall not have recourse through the grievance procedures established in article 28 of this agreement.

3. Rights of Management

3.1 The management of the municipal corporation, including but not limited to, the organization, scheduling, staffing, and direction of the work force, is vested exclusively in the Employer, subject to the terms of this agreement. Examples of management rights include, but are not limited to:

- 3.1.1 to take whatever action is either necessary or advisable to determine, manage and fulfill the mission of the organization;
- 3.1.2 to determine the number of employees to be employed;
- 3.1.3 to hire employees, determine their qualifications and assign and direct their work;
- 3.1.4 to evaluate employee' performances;
- 3.1.5 to set the standards of productivity, and the services to be provided;
- 3.1.6 to control and regulate the use of facilities, equipment, and other property of the Employer;
- 3.1.7 to determine the number, location and operation of departments, divisions, and all other units of the Employer.

The Employer has the right to introduce any and all new improved and automated methods or equipment to improve efficiency and to reduce costs and assign employees within the bargaining unit in accordance with such improvements and cost reduction methods. All matters not specifically and expressly covered or treated by the language of this agreement may be administered for its duration by the Employer in accordance with such policies or procedures as the Employer, from time to time, may determine.

This article recognizes an employee's right to use the grievance procedure set forth in article 27 below.

3.2 Department Rules and Regulations

It is mutually agreed that the city has full responsibility and authority to adopt rules and regulations for the operation of the police department and the conduct of its employees, and the Guild agrees that its members shall comply in full with such rules and regulations. Nothing in this section shall be interpreted to restrict the chief's right to make decisions or to establish procedures necessitated by the "emergency" nature of operating the police department.

3.3 Nothing in this Article shall be considered a waiver of the Guild's right to bargain over mandatory subjects of bargaining pursuant to RCW 41.56.

4. Guild Membership and Dues Deduction

~~All employees who are, or who become members in good standing in the Guild on or after the effective date of this agreement, shall maintain their membership in good standing in the Guild as a condition of continued employment. All employees who are not now members in the Guild and all new employees hereafter employed shall, within thirty-one (31) days from their first date of~~

~~hire, or within thirty-one (31) days from the effective date of this agreement, whichever is later, become and remain members in good standing in the Guild as a condition of continued employment or pay a service fee to the Guild not exceeding the amount of regular Guild dues and initiation fees and not exceeding the maximum agency fee that may be assessed as a matter of law. However, any member or new employee who chooses to pay a service fee to the Guild in place of Guild dues shall not be required to join the Guild, and shall have no rights to~~

4.1 Members of the bargaining unit who join the Vancouver Police Officers Guild may authorize deduction of dues as provided in this Article. Members of the bargaining unit who do not join the Guild may choose to voluntarily make a payment in lieu of dues as provided in this Article. However, any member of the bargaining unit who chooses not to join the Guild or have dues/fees deducted shall have no rights to benefits provided to Guild members by the Guild (other than the benefits provided under this Agreement) and shall have no right to vote or participate otherwise in Guild meetings.

~~If any employee, because of bona fide religious tenets and teaching, cannot become a Guild member, then he/she shall pay an amount equivalent to regular Guild dues and initiation fees to a nonreligious charity, or to another charitable organization mutually agreed upon by the public employee affected and the Guild to which such public employee would otherwise pay the dues and initiation fee as provided in RCW 41.56.122. The public employee shall furnish written proof to the Guild that such payment has been made.~~

~~The Guild will notify the Employer of the failing of any employee to meet the requirements of this section to maintain Guild membership by the regular payment of dues (or to pay a service fee or make an equivalent payment to a non-religious charity). The Employer agrees to advise the employee that his or her employment status is in jeopardy and that failure to meet the applicable requirements of this section will result in termination of his or her employment within ten (10) days, unless extended by the mutual agreement of the Employer and the Guild. If compliance is not attained within the aforementioned ten (10) days, the Employer shall terminate the employee.~~

4.2 Upon the written authorization from an employee within the bargaining unit members of the Guild authorizing the deduction of Guild dues, the Employer shall deduct from the pay of such employee the monthly amount of dues or service fee as certified by the secretary of the Guild and shall transmit the same to the treasurer of the Guild. Deduction of payments in lieu of dues from non-members of the Guild within the bargaining unit shall only be made upon written authorization freely given which clearly and affirmatively consents to the deduction of the payment in lieu of Guild dues. Amounts deducted from non-members shall be transmitted to the treasurer of the Guild. The City shall not make deductions from any bargaining unit member's wages for dues or payments in lieu of dues unless authorized in writing as provided in this Article.

4.3 In the event a bargaining unit member notifies the Employer that he or she no longer wishes to have dues or payments in lieu of dues deducted from their pay, the Employer shall notify the Guild within five (5) working days.

4.4 The Guild shall indemnify, defend and hold harmless the City and its officials, representatives and agents against any and all claims, demands, suits, or other forms of liability (monetary or otherwise) and for all reasonable legal costs that shall arise out of or by reason of action taken or not taken in good faith by the City in complying with the provisions of this article. If an improper deduction is made, the Guild shall refund directly to the employee any such amount ~~(not to exceed two months dues)~~.

5. Guild Representatives and Activities

5.1 The Guild shall inform the Employer in writing of the names of its current executive board members and attorneys who are designated to represent it. Only persons so designated will be accepted by the Employer as representatives of the Guild during the grievance process and on bargaining issues. The Guild may designate other members as representatives during contract negotiations.

5.2 The Guild's officers and attorneys shall have reasonable access to the Department during working hours, providing they do not interfere with or cause employees to neglect their work.

5.3 Employees and attorneys visiting the premises shall not engage in organizing or campaigning for the Guild, but this paragraph will not prevent the Guild officers from

discussing in non-work areas during non-work periods matters of Guild membership, fees, dues, or Guild business with employees covered by this agreement.

5.4 The Employer agrees not to discriminate against any member of the Guild because of his or her activity in behalf of or membership in the Guild, provided such activity is not carried on during work hours, except as expressly provided in this agreement.

5.5 The Employer agrees to allow leave with pay for employee members of the Guild for no more than twenty (20) officer-shifts (200 hours) per year total, for conducting business vital to the Guild. The leave will be scheduled in advance based on vacation scheduling guidelines.

5.6 The Employer agrees to allow the Guild sixty minutes during each new officer orientation to provide new officers information about the Guild.

5.7 No more than six (6) employees on the Guild bargaining committee who

are already scheduled to work during times scheduled for negotiating a new labor agreement will be allowed to attend those negotiations on Employer-paid work time. The Employer will not make special provisions to arrange shifts to maximize on-duty participation in ~~negotiations~~negotiations. The Employer and the Guild will reach consensus on the total number of members who will be on the negotiating team.

5.8 The City will pay one Guild member to run the shift bid on the day the shift bid is conducted provided that no overtime is incurred.

5.9 Employees designated as Guild representatives will be permitted to use work time when appropriate for the investigation of grievances and representation of employees with grievances.

5.10 The Employer shall provide space for a bulletin board at each law enforcement facility where Guild members are staffed which may be used by the Guild for official Guild business. The Guild is responsible for the posting and removal of material on the bulletin board and for maintaining same in an orderly and neat basis.

6. Strikes, Work Stoppages or Work Slowdowns

6.1 The Employer and the Guild recognize that the public interest requires the efficient and uninterrupted performance of all city services, and to this end pledge their best efforts to avoid or eliminate any conduct contrary to their overall objective. During the term of this agreement, neither the Guild nor the Employer shall cause, engage in, or sanction any work stoppage, strike, slowdown, lockout or other interference with city functions. Employees who engage in any of the foregoing actions may be subject to immediate disciplinary action, including discharge, and the Guild may be subject to action in accordance with RCW 41.56.

7. Identification of Jobs

7.1 "Job" shall be defined as the employee's job title, job number, and range assigned by the Employer.

7.2 When work operations involving new or substantially changed requirements are established after the effective date of this agreement and such requirements are not adequately or specifically described in an existing job, the Employer will describe and establish a new job in an appropriate range subject to the Employer's duty to bargain with the Guild concerning appropriate compensation for the new job, if agreed to be within the bargaining unit.

7.3 Mounted Horse Patrol

The Employer has established a Mounted Horse Patrol Unit. Certain members of the Guild's bargaining unit desire to provide a horse, equipment and

transportation in connection with the operation of this Unit. The Employer is willing to reimburse employees for the use of the horse, equipment and services of the employee. Each employee who desires to become a member of the Unit will sign and agree to the Mounted Horse Patrol Reimbursement Agreement (dated September 18, 1998).

7.4 Civilian Positions

The parties agree that certain civilian positions may be created within the Vancouver Police Department. The City of Vancouver may establish and fill the civilian positions. The City may also establish and fill such volunteer (unpaid) positions as it deems necessary.

The duties of civilian employees and volunteers shall be determined by the City of Vancouver, provided that their duties will not include work that is currently performed on a regular basis by members of the Guild without the agreement of the Guild. The parties further agree that civilian employees or volunteers will not carry firearms or have powers of custodial arrest. Job descriptions for each civilian position shall be available for inspection.

The parties agree that civilian employees may:

- (1) Respond to priority 3, 4 or 5 calls at the discretion of the supervisor or precinct commander.
- (2) Respond to priority 1 or 2 calls in a support capacity at the request of the supervisor or precinct commander.
- (3) Be granted limited commission authority for: parking enforcement duties related to parking violations (e.g., writing parking citations, facilitating the towing of vehicles, and other parking related tasks).

When these civilian employees are not available, sworn officers may still respond to such calls based on the availability of sufficient staff at the time of the call at the discretion of the supervisor or precinct commander.

Duties of civilian employees and/or volunteers may also include:-

- (1) Graffiti abatement.
- (2) Crime prevention education.
- (3) Citizen patrol (NOW) including tasks such as Skywatch, ALPR, radar/Lidar.
- (4) Alcohol impact area compliance checks (visual only).
- (5) SafeKids Program.
- (6) Abandoned vehicle abatement.
- (7) Out of state license plate reporter/educator.

- (8) Missing person search team.
- (9) Drive/operate non-patrol vehicles such as the Command Bus for maintenance or when no sworn department employee is available.
- (10) Assist sworn officers at barricades at crime scenes (outer perimeter) if a sworn officer is readily available.
- (11) Deploy and manage the speed trailer program.
- (12) Disabled parking enforcement.
- (13) Fulfill public records requests including, without limitation, requests for records within the Professional Standards Unit.

It is the parties' intent that the creation and filling of civilian and volunteer positions will permit sworn officers to increase the time spent in proactive problem solving rather than reactive call taking.

No positions within the bargaining unit will be eliminated because of creating or filling such civilian positions.

7.5 Private Security

The City may engage private security personnel to support services the Department provides. Private security personnel may (1) perform security functions at fixed posts on a temporary basis including security at events such as the Fort Vancouver Fourth of July Celebration; (2) provide personal security (escort) for City employees or volunteers upon request if there is no specific threat or emergency; provided that such personnel will not be used to provide protection to dignitaries; (3) conduct preventative sweeps of City property or parks within the City in advance of specifically scheduled student or community youth trips to such areas; and (4) perform security functions such as routine drive throughs or walk throughs on city owned properties such as parks, parking lots, the airport and Officers' Row.

The duties performed by private security personnel will be limited to preventative measures; they will not patrol City property or parks within the City nor will they take any enforcement action. If a specific threat or emergency exists or a criminal act is in progress 9-1-1 will be notified and a request for an officer will be made by the private security personnel.

In addition to the functions set forth above, the City shall be permitted to use such private security guards to perform functions traditionally expected of building managers, such as (A) contacting people within City-owned buildings or in immediate proximity to such buildings (e.g. doorway, sidewalk, or parking lot) and alerting them to applicable circumstances, building rules, and behavior that could be a violation of the law; and (B) ordering individuals who have violated building rules or a violation of the law to leave the premises. All building

related functions not within the scope of the this Article shall be discontinued.

7.6 Reserve Police Officer Program

- A. The parties agree that a volunteer Reserve Police Officer program may be created. The City may create and fill Reserve Police Officer positions using a testing and selection process that will include successful completion of a thorough background investigation.
- B. Reserve Police Officers will not be used for primary patrol, traffic, or investigative duties. The duties of Reserve Police Officer may include:
 - (1) Response to priority 3, 4, and 5 calls at the discretion of the supervisor or precinct commander.
 - (2) Response to priority 1 or 2 calls in a support capacity at the request of the supervisor or precinct commander.
 - (3) Barricade/traffic control.
 - (4) Fireworks enforcement.
 - (5) Crime scene protection.
 - (6) Prisoner transport.
- C. Reserve Police Officers will be authorized to carry firearms and will have limited powers of custodial arrest.
- D. Reserve Police Officers will not be counted for purposes of meeting established patrol staffing levels.
- E. Overtime or extra duty assignments may only be worked by members of the Guild. However, if Guild members do not accept the available overtime duty after it has been offered for at least seven (7) days, that work may be performed by a Reserve Police Officer in a volunteer, unpaid capacity.

No positions within the bargaining unit will be eliminated because of creating or filling these volunteer Reserve Police Officer positions.

8. Job Vacancies

8.1 All vacancies will be filled in accordance with the established rules and regulations of the Vancouver Civil Service Commission (as of December 20, 2006) and applicable state and federal laws.

9. Layoff and Recall

9.1 Layoff and recall shall be in accordance with established rules and regulations of the Vancouver Civil Service Commission (as of December 20, 2006) with the following exceptions:

- A. In the event of layoff, employees will be laid off in the order of their seniority. Seniority for officers shall be defined as time in the department. Seniority for corporals and sergeants shall be defined as time in the position.
- ~~8B.~~ At the time of any layoff, corporals and sergeants may be given an opportunity to accept reduction to the next lower rank previously held by the employee in lieu of layoff. Such employees shall have bumping rights over the employee in the next lower rank with the least seniority. Seniority shall be defined as time in the rank or any higher rank.
- C. Employees laid off or demoted in lieu of layoff shall be placed on a reinstatement list for the classification from which the layoff took place and for any lower rank held based upon date of promotion to the lower rank.
- D. Reinstatement lists shall be valid indefinitely. Members who are demoted in lieu of layoff shall remain on the reinstatement list indefinitely until the City fills all positions in the affected classification equivalent to the number of positions demoted in lieu of layoff. Demoted members may decline an offer of reinstatement to their previously held rank on one occasion unless the member is the least senior employee on the reinstatement list. Members who are laid off shall remain on the reinstatement list for a maximum of twenty four (24) months. Laid off employees who are offered reinstatement will receive a conditional offer of reinstatement. The offer will be conditioned on successful completion of the following:
 - (1) A background investigation. The investigation will be limited to the period of time between the date of layoff and date of proposed reinstatement.
 - (2) A medical and psychological examination.
 - (3) A drug screen.
- E. An individual will lose rights to reinstatement and/or be removed from the reinstatement list if he commits an act that would be cause for termination of employment or if he loses his or her commission as a general authority law enforcement officer.
- F. Appointments from the reinstatement list shall be made in the

order of length of **service**. The employee on the reinstatement list who has the most service credit shall be first reinstated.

- (1) For employees on the reinstatement list for the position of police officer, "length of service" and "service credit" shall be defined as time employed as a police officer for the Vancouver Police Department.
- (2) For employees on the reinstatement list for the position of police corporal, "length of service" and "service credit" shall be defined as time employed at the rank of corporal for the Vancouver Police Department.
- (3) For employees on the reinstatement list for the position of police sergeant, "length of service" and "service credit" shall be defined as time employed at the rank of sergeant for the Vancouver Police Department.

10. Probation Period

10.1 Entry level employment is subject to a probationary period from the date of hire, during basic academy training and continuing for twelve (12) months actual service from the date of graduation from basic academy training. Lateral entry employment is subject to a probationary period of twelve (12) months actual service from the date of hire. Actual service shall not include time spent away from the department for an extended period of time. Termination or discipline of a probationary employee is not subject to grievance under this contract. Discipline of probationary employees will not be used as evidence of appropriate discipline practice for non-probationary employees. Upon hiring, the Employer may start an employee at a higher step depending upon experience and qualifications.

10.2 Employees promoted to the position of corporal or sergeant shall serve a twelve (12) month probationary period during which time the Employer may decide to return the employee to his or her former classification. Demotion during the promotional probationary period is not subject to grievance under this contract.

11. Work Week, Hours of Work, Shifts

11.1 The City has established a twenty-eight (28) day FLSA work period for all members. Work periods shall begin at 12:01 a.m. on the first day of the period and end at 12:00 midnight on the last day of the work period.

11.2 A work day is defined as the twenty-four (24) hour period beginning with the start of an employee's shift.

11.3 Work Week

A. Administration, Investigations and Special Operations

For employees assigned to Administration, Investigations and Special Operations and for Precinct Detectives the normal assigned work week shall be scheduled on Mondays through Thursdays, or Tuesdays through Fridays based on a 4/3--4/3 schedule, ten (10) hours per day, including a one-half hour paid lunch. On mutual agreement of the employees involved and the employer, the normal assigned workweek may be an eight hour 5/2 schedule including a one-half hour paid lunch.

For employees assigned to the Traffic Unit, the normal work week shall be based on a 4/3--4/3 schedule, ten (10) hours per day, including a one-half hour paid lunch. On mutual agreement of the employees involved and the employer, the normal assigned workweek may be the patrol 5/4-5/4-5/5 schedule.

All employees are subject to call during lunch periods.

B. Neighborhood Response Team

For employees assigned to the neighborhood Response Team, the normal work week shall be based on a 4/3 schedule, ten (10) hours per day, including a one-half hour paid lunch. The normal assigned work week shall be scheduled on Mondays through Thursdays, or Tuesdays through Fridays. In order to meet the operational needs of the unit, the work schedule may be adjusted to include working some Saturdays and Sundays.

C. Patrol

For Employees in Patrol, the normal assigned work schedule shall be 5/4--5/4--5/5 (10.5 hours per day with a 1/2 hour paid lunch included).

For Canine Handlers, the normal assigned work day shall be a nine and one-half hour shift. The normal work schedule for canine officers will be based on the patrol work schedule (5/4-5/4-5/5). Canine officers are allowed one hour per shift worked for the care and maintenance of their dog. The one hour per shift worked is intended to compensate the officer for one-half hour each work day and non-work day for time spent in the care and maintenance of the dog.

D. Neighborhood Police Officer

For employees assigned as a Neighborhood Police Officer, the normal work week shall be based on a 4/3 schedule, not to exceed 40 hours per week, ten (10) hours per day, including a one-half hour paid lunch. The normal assigned work week shall be scheduled on Mondays through Thursdays, or Tuesdays through Fridays. In order to meet the operational needs of the unit, and in accordance with Article 11.6 of the VPOG contract, the work schedule may be adjusted to include working alternative days and/or hours.

E. School Resources Officer

The City and the Guild agree that the normal assigned work week for SRO's during the school calendar year shall be a day shift, Mondays through Fridays, based on a 5/2 work schedule, not to exceed nine (9) hours per day, including a one-half hour paid lunch. The normal shift starting time for the SRO shall be 07:00 hours.

The SRO work schedule results in SRO's working sixty (60) minutes of overtime each scheduled work day, in excess of the eight hour shift limit in Article 12.1 and 11.3(A) of the current collective bargaining agreement (CBA) between the City and the Guild. This results in a total of 271.5 overtime hours (1 hrs x 181 school days x 1.5 OT) for SRO's over the course of the school calendar year. This calculation is based on the SRO working all scheduled days without using other paid leave (sick, vacation, bereavement, etc.).

The overtime hours as noted above shall be compensated by a maximum of thirty four (34) compensatory days off (270.5 hrs/ 8 hrs), coinciding with the number of full-day holiday/student non-attendance days (26) in the school calendar year as published by the school district in its student attendance calendar. School days involving late start or early dismissal times will be worked as a normal full shift by SRO's.

The accumulation of compensatory time pursuant to this Article is agreed to as an exception to Article 13.5 of the parties' CBA which limits the accumulation of compensatory time to a maximum of 90 hours.

For purposes of calculating paid and compensatory time-off, the SRO's work shift will be based on an 8 hour day. (e.g., vacation, sick, compensatory time, bereavement leave.)

Hours worked beyond the normal SRO work schedule as part of

the normal SRO duties will be compensated at time and a half, except in the event of emergency callback after hours for duties related to the position of SRO in which case the compensation rate will be that as provided in Article 13.6 of the CBA. Hours worked beyond the normal SRO work schedule as part of patrol or other non-SRO duties shall be compensated also as provided for in Article 13.4 of the CBA.

The City will track each type of compensatory time accumulation separately (i.e., compensatory time accumulated from SRO work v. compensatory time accumulated from any other assignment).

Compensatory time accrued pursuant to this MOU should be applied to the 26 holiday/student non-attendance days for each school calendar year.

Vacation and compensatory time off outside of the 26 scheduled holidays during the school calendar year will be subject to the pre-approval of the district lieutenant or his/her designee.

During the summer break when the SRO's school is not in session, the SRO will be reassigned to the Patrol Division (day-shift hours) or other assignment as mutually agreed upon.

(1) Officers assigned as SRO's shall be allowed to bid for and obtain vacation during the summer months when school is not in session without having to compete against any other officers, including other SRO's. Vacation taken by SRO's during the summer does not affect the number of other officers that are allowed to be off that day.

In the event that fewer members of the Guild volunteer for the position of SRO than vacancies exist, the City may assign a member to the position of SRO consistent with provisions of the current CBA, 4/10 work schedule. In the event that a member is assigned to the position of SRO, that member may choose to work as an SRO under the terms of this Article. In the event that he/she declines to work under the provision of this Article, he/she will be assigned a 4/10 work schedule.

F. Bike Patrol Officer

For employees assigned as a Bike Patrol Officer, the normal work week shall be based on the 5/4, 5/4, 5/5 patrol schedule, with a 1/2 hour paid lunch included.

In order to meet the operational needs of the unit, members assigned to Bike Patrol will generally be deployed to provide coverage at hours of heightened pedestrian traffic as follows:

From March 1 through October 31: Supplemental Swing Shift (i.e., Early Swings); However, a set start time for early swing shift hours shall be established prior to the officers beginning work on March 1st and shall not change until November 1st unless mutually agreed upon by the employer and employee.

November 1 through the end of February: Days (hours defined in Section 11.4 of the CBA)

Hours worked outside of the Bike Patrol Officer's scheduled shift shall be compensated pursuant to Article 13 of this agreement.

Bike Patrol Officers will be assigned to a patrol beat and directly report to a patrol shift supervisor. Accordingly, Bike Patrol Officers supplement patrol staffing and shall not be included in the calculation of mandatory minimum staffing for their assigned squad nor will they compete against other officers assigned to a patrol squad for Vacation/PDQ.

Bike Patrol Officers will generally be assigned in 2-Officer teams. When absences prevent a Bike Patrol Officer from deploying as a member of a 2-Officer team, he/she will be given the option of deploying in a patrol car in lieu of individually on a patrol bike.

11.4 The following provisions shall apply in Patrol:

A. The shift hours will be as follows:

Days Swing Graveyard

0600 hrs. to 1630 hrs.

1500 hrs. to 0130 hrs.

2000 hrs. to 0630 hrs.

Supplemental swing shift beginning between 1000 and 1200 hours; and ending between 2030 and 2230 hours.

B. Shift Bid

Members who are or will be assigned to Patrol as of January 1 of the bid year will be given an opportunity to bid for shifts for the following calendar year. Each bid will specify the officer's desired shift, letter day and precinct for two consecutive six month periods

(one year total period) within the same letter day and precinct. Each officer will remain in one precinct for the twelve month period unless transfer to another precinct is approved by the Employer. The Guild will complete the bid process by ~~October 15th~~ November 1st and the following year schedule shall be finalized and posted by ~~November 15th~~ December 1st.

Assignments will be made based on seniority in class based on date of hire (date of promotion in the case of corporals and sergeants), subject to the Employer's right to assign members to shifts, letter days or precincts other than the officer's preferred shift, letter day or precinct because of business necessity such as, but not limited to, accommodation of career development or responding to performance issues.

Members may trade shifts, letter days or precincts assigned through this shift bidding process due to extenuating circumstances, subject to the Employer's approval. Members may also be allowed to exchange work days with other members when the change is not detrimental to the best interest of the police department as determined by the Employer.

11.5 In emergency circumstances, or to accommodate training, the chief may temporarily revise work schedules.

11.6 On mutual agreement of the employees involved and the employer, the normal assigned work week and/or hours of work may be adjusted for temporary assignments of up to 90 days when consistent with operational needs of the department. Assignments of longer than 90 days shall be a mandatory subject of bargaining.

11.7 Each employee shall be given a twenty (20) minute rest period in the first half of the working shift, and a twenty (20) minute rest period in the last half of the shift, and a % hour paid lunch period. All employees are subject to call during such periods.

11.8 Vacation Accessibility

B. Competing Groups

- (1) Sergeants will compete, across precincts, for vacation and leave accessibility with Sergeants assigned to their same shift;
- (2) Corporals and officers will compete within their own squad for vacation and leave accessibility.

- C. Vacation Requests of One Workweek or Less:
- (1) For sergeants, seniority in grade will be the determining factor for all requests submitted prior to February 15th of each year. Vacation requests submitted before this date will be given priority over training requests.
 - (2) For corporals and officers, departmental seniority will be the determining factor for all requests submitted prior to February 15th of each year. Vacation requests submitted before this date will be given priority over training requests.
 - (3) Within each of the competing groups, vacation requests received on or after February 15th will be considered on a first come, first served basis.
- D. Long-Term Vacations/Special Events:
- (1) Vacation requests of three workweeks or greater must be approved by the Precinct or Division Commander.
 - (2) The Chief of Police or his or her designee must approve vacation requests for July 4th.
- E. Compensatory Time Off
- (1) The standard for vacation accessibility outlined in ~~sections~~ Section 11.8C and 14.4 will apply for use of compensatory time, unless otherwise specified in this section.
 - (2) Members may schedule compensatory time off only when the Employer can maintain adequate staffing without an overtime call back.
- F. Shift Trades or Reassignments Affecting Previously Scheduled Vacations:
- (1) It is the responsibility of officers who request such trades to contact their supervisors and make appropriate arrangements to eliminate payment of overtime for vacation coverage. Supervisors may deny or modify previously approved vacation in order to accomplish adequate squad and/or shift coverage.
 - (2) In the event officer(s) are administratively reassigned, pre-approved vacation will be honored.
- G. Other Leave Requests:
- (1) All other categories of personal leave will be handled in accordance with current language in this agreement

11.9 Patrol Staffing

- A. Each patrol squad may have two Police Officers/Corporals off on pre-approved leave at any time except that:
 - (1) A supplemental shift squad that is staffed with five (5) or fewer Police Officers/Corporals may have one Police Officer/Corporal off on pre- approved leave at any one time. Additional supplemental shift Police Officers/Corporals may be allowed off on pre-approved only upon approval of the precinct Lieutenant or Commander.
- B. Precinct Command Staff will be notified when mandatory pre-approved time off requests conflict (military leave, family leave, etc.). Command Staff will deal with such conflicts on an individual basis.
- C. Patrol Supervisory Staffing:
 - (1) City-wide, there will be at least two patrol Sergeants on duty at all times.
 - (2) Only one patrol sergeant per shift may be on pre-approved leave at any given time unless approved by the Precinct Commander.
 - (3) When a squad sergeant is on pre-approved leave, the squad corporal may act as supervisor, pursuant to C.1.
 - (4) If the squad sergeant is on pre-approved leave, and no corporal is available from the affected squad, payment of overtime to another sergeant or corporal will be authorized to ensure the presence of adequate supervision.
 - (5) If necessary to hire a supervisor on an overtime basis, the overtime shall only be for those times when there is no supervisory coverage.

11.10 Compensation for Travel

Guild members whether driver or passenger in a vehicle in travel status for City directed business, training or conferences shall be compensated as follows:

- A. All time spent in Travel Status shall count hour for hour for the members regular assigned work regardless of the day, or time of day during which the travel occurs. As used herein, the term "travel Status" shall include reasonable time spent checking in and awaiting public transit, time spent actively traveling, time spent

retrieving baggage and/or Department owned equipment or Department authorized duty weapons, and time spent traveling between the destination airport and destination hotel. The intent is to account for travel time to destination to include such occurrences as reasonable waiting time for the airplane or meal breaks for long trips, not personal detours while traveling to a destination.

- B. Training Time shall count hour for hour for the member's regular assigned work. As used herein, the term "Training Time shall include time spent actually attending City directed business, training or conferences.

Examples of A and B: An officer travels to the Washington State Basic Law Enforcement Academy Their time driving to the Academy shall be compensable regardless of the day, or time of day they drive to the Academy. All of the time the officer spends in class at the Academy shall be compensated hour for hour just as regular work hours. Time spent in the dorms in the evenings and weekends will not be compensated. If the officer chooses to come home before the end of the academy on a weekend, this time will not be compensated. The officer's return trip home upon completion of the academy will be compensated hour for hour just as regular work hours. Unless otherwise preapproved by the Office of the Chief, the intent is to account for one roundtrip for the course regardless of the length of the course.

Recognizing travel by airplane requires time to check-in before the flight, and time to gather belongings and travel to a destination, generally this would be up to two (2) hours before and up to one (1) hour after a flight, barring unusual circumstances. Unusual circumstances should be documented in Telestaff, email or department memorandum by the officer in travel status (e.g., flight delay, traffic crash, etc.).

- C. If a member's Travel Status plus Training Time exceeds their regular work week, the member shall work with their chain of command to flex their time to the extent practicable; provided, the parties recognize that occasionally due to the timing of applicable Fair Labor Standards Act ("FLSA") periods, it may not be practicable to flex time. In such cases, the member shall be entitled to overtime to the same extent otherwise allowed by this Agreement.

- D. If a member's Travel Status plus Training Time is less than their regularly scheduled work week, the member will be given one or more of the following options in an effort to afford them an opportunity to receive a full paycheck:

- (1) Use of Vacation Time;
- (2) Use of Comp Time; and/or
- (3) An opportunity to work additional hours to the extent possible within the same FLSA period.

Members who wish to work additional hours within the same FLSA period to make up the difference between their current hour worked and regular weekly hours shall coordinate with their chain of command to request appropriate work such as: (a) assignment to an extra patrol shift; (b) case management; (c) policy review; or (d) other productive work, as directed by Department needs and the member's regular work assignment.

11.11 Critical Incident Leave and Employee Work Schedules

Employees placed on Critical Incident Leave by the City of Vancouver after a Use of Force Incident will remain on their regularly assigned schedule and shift, for the duration of their Critical Incident Leave. They will also continue to receive all of the shift differential and compensation outlined in the CBA they received prior to the incident.

Employees on Critical Incident Leave will not be paid overtime to attend criminal or administrative interviews, appointments with a psychologist, critical incident stress debriefs, or weapons qualifications. If these activities fall outside their regularly scheduled work hours, the employee will adjust their schedule to attend them at their normal hourly rate of pay.

11.12 Definitions

The following definitions shall apply to this Article.

District or Beat: A specific geographical area within a precinct.

Letter day: "A" and "B" letter days, which generally work on opposite days off within the current patrol schedule.

Pre-Approved Leave: Anticipated time-off requested by an employee and granted by a supervisor, in accordance with departmental policies and this agreement (Article 14 - Paid Days Off [PDO]; Article 15 - Other Leave Benefits), and for training. Pre-approved time off includes time-off for reasons such as vacation, compensatory time-off, training, etc.

Precinct: A specific geographical area within the City of Vancouver within which police functions are carried out.

Shift: A period of time (e.g., Day shift, Swing shift, Supplemental swing shift, Graveyard shift) during which police activities are conducted

department-wide.

Shift Overlap: That period of time during which two patrol shifts' work hours coincide.

Squad: A group of police personnel, to include supervisors and officers, which function together to provide police services within a specific precinct.

Supervisor. Typically a police sergeant, or corporal. A shift supervisor shall not be scheduled for a district or beat assignment, and shall not work as a Field Training Officer.

12. Rates of Pay

12.1 The regular hourly rate of an employee on a forty (40) hour work week will be his or her monthly regular rate multiplied by twelve (12) months and divided by two thousand eighty (2080) hours. This rate multiplied by eight (8) hours will be the daily regular rate; multiplied by forty (40) hours will be the weekly regular rate; and multiplied by one hundred and seventy-three and three-tenths (173.3) hours will be the monthly regular rate.

12.2 The regular hourly rate of an employee on the 5/4 schedule will be his or her monthly rate multiplied by 12 months and divided by 2047.5 hours. For employees working the 5/4 - 5/4 - 5/5 work schedule, there shall be a 28 day work period for purposes of FLSA.

12.3 The employee's regular rate for purposes of computing overtime compensation will be the sum of the employee's regular hourly rate plus any premiums required to be included in the regular rate by the Fair Labor Standards Act.

12.4 Regular monthly rates of pay will be as set forth in Appendix A.

12.5 Any employee who works on swing shift as defined in ~~article~~ Article 11 shall be given a shift differential of twenty-five ~~(25)~~ cents ~~(\$0.25)~~ per hour for each hour worked. Any employee who works on graveyard shift as defined in article 11 shall be given a shift differential of thirty-five ~~(35)~~ cents ~~(\$0.35)~~ for each hour worked. Shift differential premium pay shall be included in paid days off (other than short-term disability) and compensatory time off based on the employee's specific shift assignment.

12.6 For entry level police officers, step increases granted by the Employer will be made effective on the adjusted service date of the employee's successful completion of basic academy training and annually thereafter.

For lateral entry police officers step increases granted by the Employer will be made effective on the adjusted service date of the employee's hire.

For employees promoted to the position of corporal or sergeant, step increases granted by the Employer will be made effective on the adjusted service date of the employee's promotion.

12.7 Any increase in wages shall be calculated at the top step of the salary range. The steps of each salary range will be determined by calculating backwards from the top step to establish a 5% differential between each step of the salary range. All salaries shall be rounded to the nearest whole number.

12.8 Sworn officers who are assigned as a Field Training Officer (FTO) to train entry level, lateral entry or Reserve police officers will be compensated an additional 5% of base pay for each hour directly supervising a student officer.

12.9 An employee promoted to the rank of Sergeant shall be placed on the salary schedule as outlined below:

From Officer to Sergeant - Step 5

From Corporal to Sergeant - Step 6

12.10 Out of Class Pay

Out of class pay is intended to compensate employees for temporarily taking on responsibilities and/or performing the full range of activities of a higher-level classification, without significant supervision. An employee will be paid either five percent (5%) above his/her current rate of pay, not to exceed the top of the range of the assignment, or the entry rate of the out-of-class assignment, whichever is higher, when a manager assigns duties and responsibilities that are typical of a higher classification for a period of at least eighty (80) hours. The pay shall be retroactive to the first hour of the assignment. For employees in FLSA exempt positions, the five percent (5%) will be added to pay and for FLSA non-exempt positions the five percent (5%) will apply only to hours worked. Out-of-class situations will be reviewed for reassignment of work or reclassification at six (6) month intervals.

13. Overtime Pay

13.1 In the event the need for overtime should arise in the police department, the employee working overtime shall be paid at one and one-half (1 1/2) times his or her regular rate of pay as defined in section 12.4 of this agreement.

13.2 Overtime pay will start any time an employee is required to work beyond the end of his or her shift and will be paid to the nearest quarter hour.

13.3 The established work week for officers is outlined in Article 11.1.

13.4

~~A.~~

~~B.~~

- A. Except as provided in ~~13.48~~13.4B, any employee working on his or her first day of rest, or his or her first and second days of rest in the case of employees who have three consecutive days of rest, shall be compensated at one and one-half (1 1/2) his or her regular rate of pay; provided such work must be scheduled before 11:00 p.m. the day before the proposed work or before the end of the last shift worked before the proposed work, whichever is later. Any employee required to work on his or her last day of rest shall be compensated at double his or her regular rate of pay.
- B. For Patrol officers working the 5/4 - 5/4 - 5/5 schedule:
- Any employee required to work on his or her first or last day of rest shall be compensated at one and one-half (1 %) his or her regular rate of pay.
- Any employee required to work on his or her second or third day of rest, or his or her second, third or fourth day of rest in the case of employees with five consecutive days of rest, shall be compensated at double his or her regular rate of pay.
- C. ~~C.~~With the Employer's approval, employees may volunteer to work on days of rest that would require compensation at double the regular rate of pay per 13.4A and 13.4B. By so volunteering, employees shall be compensated at one and one-half (1 %) the regular rate of pay.

13.5 Compensatory Time

Employees may accrue compensatory time off in lieu of overtime compensation. Compensatory time off shall be accumulated at the same rate as overtime compensation would have otherwise been paid (i.e., time and one-half generally, except for work on the employee's second day of rest, or third day of rest for employees with three consecutive days of

rest). Employees may not accumulate compensatory time off in excess of ninety (90) hours. Employees will be allowed to use accrued compensatory time off subject to the restrictions for such use established under the Fair Labor Standards Act.

The provisions regarding scheduling compensatory time off are included in Section ~~11.90~~11.8.

13.6 Callback Pay

Callback pay shall be paid only under the following circumstances:

- A. On a day already worked or to be worked: If the employee has completed his or her regular shift and is required to work other than an extension at the beginning or end of his or her shift. Shift extensions are defined as follows and will be compensated as defined in 13.1:
 - (1) Beginning of shift - If scheduled eight (8) or more hours before the start of the proposed work, and starting time is within three (3) hours of normal shift starting time;
 - (2) On the way to work - if conducting official department business with supervisory approval within one-half (1/2) hour or less before normal shift starting time;
 - (3) End of shift - If notification is made one-half (1/2) hour or less after normal shift ending time.
- B. On days of rest: If not scheduled eight (8) or more hours before the proposed work.
- C. Callback pay shall be paid at the rate of double the regular rate of pay for a minimum of three hours, during which time the Employer may provide and require work of the employee called back.

13.7 Standby Time

Whenever, in the opinion of the Employer and at the express direction of the Employer, it becomes necessary due to an emergency situation that members of the Guild are placed on standby while off duty, the following will apply:

- A. Those employees who are scheduled to work or who have completed a scheduled work day shall be placed on standby first.

Those employees who are on scheduled days off shall be placed on standby next, if required.

Those employees who are on vacation days off shall be placed on standby next, if required.

- B. Any employee called from standby to duty shall be paid under the provisions of 13.1 - 13.4 above.
- C. Any employee on standby shall be paid \$2.50 per hour for such standby.
- D. Movements of employees on standby pay status are normally not unreasonably restricted, provided they can be reached by telephone or other communications device and be able to respond to a call within one hour of being so notified. In the event that employees are restricted to a specific location, such time will be considered hours worked and is subject to the provisions of 13.1 - 13.6 and 13.8 of this article, as they may apply.

13.8 Court Appearances

- A. Except as provided in ~~13.88~~**13.8B**, court appearances scheduled on an employee's first day of rest, or first and second day of rest for those employees who have three consecutive days of rest, will be paid at one and one-half his or her regular rate of pay for a minimum payment of three hours. Court appearances on the last day of rest will be paid at double the regular rate of pay for a minimum payment of three hours.
- B. For Patrol officers working the 5/4 - 5/4 - 5/5 schedule:

Court appearances scheduled on an employee's first or last day of rest will be paid at one and one-half the regular rate of pay for a minimum payment of three hours.

Court appearances scheduled on an employee's second or third day of rest, or his or her second, third or fourth day of rest in the case of employees with five consecutive days of rest, will be paid at double time his or her regular rate of pay for a minimum payment of three hours.
- C. Court appearances during off-duty hours of a scheduled day of work shall be compensated at the rate of one and one-half the regular rate of pay for a minimum payment of three hours.

14. Paid Days Off

- 14.1** Each employee shall be granted paid days off to be used during the year

for vacation, illness, holidays, or personal business time off. Bereavement leave and military leave shall be separate and as specified in 15.2 and 15.3 below. Paid days off are accrued in accordance with the following schedule.

PAID DAYS OFF (~~PDQ~~(PDO) ACCRUAL SCHEDULE

During Years of Service	Accrual Rate Per Month (Hours)	Maximum Accrual (Hours)
1	14.00	336
2-5	19.50	468
6-10	21.50	516
11-15	23.50	564
16-20	25.50	612
21+	27.50	660

Effective ~~January 1, 2007, paid days off are accrued in accordance with the following~~ schedule:

During Years of Service	Accrual Rate Per Month (Hours)	Maximum Accrual (Hours)
1 <u>1</u>	<u>14.00</u>	<u>336</u>
2-5 <u>2-5</u>	<u>19.50</u>	<u>468</u>
6-8 <u>6-8</u>	<u>20.50</u>	<u>492</u>
9-12 <u>9-12</u>	<u>21.50</u>	<u>516</u>
13-15 <u>13-15</u>	<u>22.50</u>	<u>540</u>
16-20 <u>16-20</u>	<u>25.50</u>	<u>612</u>
21+ <u>21+</u>	<u>27.50</u>	<u>660</u>

Any member who is accruing more hours per month than on this new ~~PDQ~~(PDO) accrual schedule on January 1, 2007 will remain at the then current accrual rate until an increase would be required by this new accrual schedule.

14.2 Monthly accrual rates for employees working a 5-4/5-4/5-5 schedule shall be 1.21 hours per month less than those set forth in 14.1 above. Maximum accruals shall be as set forth in 14.1 above.

Effective January 1, 2007, monthly accrual rates for employees working a 5-4/5-4/5-5 schedule shall be 2.21 hours per month less than those set forth in 14.1 above.

Maximum accruals shall be as set forth in 14.1 above.

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

~~Employees may not use accrued paid days off during their first six (6) months of service; nor will they be paid for such accrual in the event their employment is terminated for any reason during that period.~~

~~Employees must schedule and take at least ten (10) shifts of vacation (PDQ's) each calendar year.~~

14.4 Eligible employees may sell back up to 60 accrued and unused ~~PDQ~~ PDO hours during each calendar year. ~~"Eligible employees" include those employees who are able to comply with Article 14.4 after selling back PDQ hours.~~

14.5 Upon separation from employment, an employee ~~with more than six months service with the Employer~~ shall be paid for all earned and accrued paid days off at the employee's rate of pay defined in section 12.

14.6 Employees must notify the Employer as soon as possible in the case of unforeseen illness or emergency and request appropriate leave. Holidays and personal business time off must be approved by the appropriate supervisor as established by department rules. Normally, at least five working days advance notice of the absence will be required unless mutually agreed upon shorter notice is provided. Vacation scheduling shall be in accordance with established departmental rules and regulations.

14.7 Holidays

The following days are recognized as "legal" holidays for which time off is to be granted as provided for in ~~article~~ Article 14 above.

New Year's Day - January 1
Presidents' Day - Third Monday in February
Memorial Day - Last Monday in May
Independence Day - July 4
Labor Day - First Monday in September
Thanksgiving Day - Fourth Thursday in November
The day immediately following Thanksgiving Day
Christmas Day - December 25
One additional holiday employee's choice *

One additional holiday employee's choice *

*** This additional holiday has been included in the paid days off accrual**

described under article 14.1 above.

14.8 In Lieu of Holiday Overtime Pay

Recognizing that paid days off concept eliminates the obligation of the Employer to pay overtime for holidays worked, 2.4% of regular rates for classifications as set forth above shall be paid as compensation for and in lieu of said pay for holiday overtime.

15. Other Leave Benefits

15.1 Leave Without Pay

All leave without pay will be handled in compliance with the City's Leave of Absence Without Pay policy dated May 2008, revised March 2011.

15.2 Bereavement Leave

A maximum of five working days bereavement leave shall be allowed when there is a death in an employee's immediate family. "Immediate family" is defined as spouse, domestic partner, child, mother, father, brother, sister or step family, aunt, uncle, niece, nephew, mother-in-law, father-in-law, daughter-in-law, son-in-law, brother-in-law, sister-in-law, grandparents, grandchildren, aunts and uncles. ~~Immediate family members shall include domestic partners and the list family members of domestic partners if the employee's partner would be eligible to receive insurance benefits under the City's established qualification requirements, grandparent, grandchild, and grandparent, grandchild of the spouse or member of the employee's immediate household. (It is understood that this policy extends to similar members of a domestic partner's family as detailed above.)~~

Bereavement leave in excess of five working days may be charged to paid days off with the approval of the chief. In addition, the use of a maximum of five (5) PDO's shall be allowed for bereavement of family members outside the immediate family.

15.3 Military Leave

The Employer abides by the provisions of the laws of the state of Washington, RCW 38.40.060, which stipulates that employees who are members of the National Guard or Federal Reserve military units are entitled to be absent from their duties for a period of up to twenty-one days with pay during each October 1 - September 30 year while engaged in the performance of ordered military duty and while going to or from such duty.

15.4 Family and Medical Leave

Family and medical leave shall be granted pursuant to the requirements of the Family and Medical Leave Act of 1993 and City of Vancouver policies.

16. Sick Leave

16.1 Inactive (Payoff) Balance

Balances in inactive sick leave accruals as of December 31, 1976, shall be maintained as set forth below. Any member of the Guild covered by LEOFF who shall then retire at some future date shall be paid an amount to be computed as follows:

- A. Each month, the employee's attendance records shall be examined to determine total days on disability and sick leave.
- B. The balance of inactive sick leave shall be credited each month with an accrual of 10 hours to a maximum of 1024 hours.
- C. The days indicated in 16.1A shall be deducted each month from the balance in 16.1B to determine the balance to be paid off at retirement in accordance with sections 16.2 and 16.3 of this ~~article~~Article.
- D. Any inactive sick leave balance that is in excess of 1024 hours shall be maintained at that balance unless reduced as specified in sections 16.1A and 16.1B above. No accrual of hours occurs until the accrued balance drops below 1024 hours. If the balance drops below 1024 hours, accrual will begin on the basis of 10 hours per month to a maximum of 1024 hours.

16.2 Any employee hired before January 1, 1981, and retiring from the employer on account of age shall be paid a sum equal to ten percent (10%) of his/her accrued and unused sick leave if he/she has more than ten years of service with the employer, twenty-five percent (25%) if he/she has more than fifteen years of service with the employer, or fifty percent (50%) if he/she has more than twenty years of service with the employer. Time on disability pension shall be counted as used sick leave for the purpose of computing money due at retirement for accrued sick leave.

16.3 Any employee hired before January 1, 1981, with the years of service noted in 16.2, above, who leaves the employer in good standing for reasons other than retirement shall be entitled to one-half of the percentages stated in 16.2, above.

16.4 Short-Term Disability

- A. Effective January 1, 1978, employees hired after October 1, 1977 shall accrue 10 hours per month in a short-term disability leave account, to a maximum accumulation of 1,024 hours. Use of this leave is available ~~after three-~~
~~months of service as soon as they become available in their~~
~~bank~~ for illness or injury. ~~Short-term disability leave accrued~~
~~in a pay period cannot be used in the same period in which~~
~~they are earned, i.e. short- term disability leave accrued in~~
~~the 1st through the 15th pay period cannot be used until the~~
~~16th through the end of the month pay period and so forth.~~
~~Employees that have established prior eligibility under the LEOFF-~~
~~account shall be covered by disability benefits provided by the LEOFF-~~
~~system.~~

~~Any employee hired before January 1, 1981 and retiring from the Employer on-~~
~~account of age shall be paid a sum equal to 10 percent of his or her~~
~~accrued and unused short-term disability leave if he/she has more than~~
~~ten years of service with the Employer; 25 percent if he/she has more~~
~~than 15 years of service with the Employer; or 50 percent if he/she has~~
~~more than 20 years of service with the Employer.~~

~~Any employee hired before January 1, 1981 with the years of service as noted in~~
~~16.48 above, who leaves the Employer in good standing for reasons-~~
~~other than retirement, shall be entitled to one-half of the percentages-~~
~~stated in 16.48 above.~~

16.5 LEOFF -II Time Loss Guarantee

~~In the event an employee covered under the provisions of LEOFF-Plan II-~~
~~suffers a work-related disability, the Employer shall supplement the~~
~~employee's benefits under workers' compensation such that the~~
~~employee shall receive his or her full regular salary for the period of~~
~~disability as determined under workers' compensation, but not to exceed~~
~~six (6) months.~~

~~Such supplement shall be made only to the extent that the employee's-~~
~~short- term disability balance available during such period, when-~~
~~combined with benefits paid under workers' compensation, results in-~~
~~the employee receiving less than his or her full regular salary during-~~
~~such period.~~

A. Duty-Related Injury Leave

(1) In lieu of the statutory supplement described in RCW
41.04.500 et seq., the City will supplement the time loss
payments received by employees who have suffered on-
the-job injuries as follows:

- The City will provide its supplement by paying the employee's base pay during a period of time loss. The City's supplement will begin on the first date an employee is entitled to time loss benefits under RCW, Title 51 and shall continue as long as the employee is receiving benefits under RCW, Title 51, up to a maximum of 6 months from the first date of time loss.
- Employees receiving City's time loss supplement must, within ten (10) business days of receipt, sign over to the City all time loss payment checks provided by the City's insurance administrator and/or the State.
- (2) After this first six (6) month period, employees may supplement time loss payments, up to their normal monthly salary, from their employee's available leave accruals.
- (3) Employee benefits including health insurance premium contribution, STD and PDO accruals, and applicable pre-injury premiums (excluding those premiums paid on an hourly basis) will continue for the duration of the employee's employment.

- B. Work-related disability shall be defined as:
- (1) That which is eligible for payment of benefit under the state's workers' compensation program excluding any disability which occurs during, and as a result of participating in, the basic police academy training program.
 - (2) That which is incurred while off-duty, in response to a situation where such response is in accordance with departmental policy.
- C. Employees disabled may be required to perform light duty work as assigned by the Employer as provided under the workers' compensation statute.
- D. The parties expressly agree that the benefits provided by this article exceed the benefits provided by Chapter 462, Laws of 1985 as allowed in Section 11 of the Act.

In the event the Washington State legislature modifies the

provisions of the LEOFF Act for LEOFF-11 employees, this section shall be reopened for negotiations upon the request of either party.

16.6 Upon confirmation by the City that an illness or injury has rendered a Guild member unable, with or without reasonable accommodation, to perform one or more of the physical requirements of the job of police officer (e.g. bending, lifting, running) and medical documentation indicates that such limitation will continue for a reasonable duration, the Vancouver Police Department will identify appropriate light-duty work to assign such officer. The Parties recognize that generally such light-duty assignments will not exceed one (1) year and that this contractual provision is separate and distinct from any legal rights that Guild member may have under state and/or federal law.

17. Employee Insurance

17.1 Each employee shall receive a term life insurance policy in the amount of one times their annual salary, rounded to the nearest thousand dollars, not to exceed \$100,000, double indemnity, which premium will be paid by the employer. Employees may, at their option, purchase additional life insurance through the Employer's carrier.

17.2 Each employee with dependents will pay 10% of the actual medical insurance premium cost for the employee's dependents per month on a pre-tax basis.

17.3 In negotiation of the January 1, 2000 - December 31, 2002 agreement, the parties agreed to eliminate City paid long term disability insurance coverage in exchange for enhanced dental benefits.

17.4 Employees and their eligible dependents will have the option of selecting medical coverage from one of the Flexible Benefits Plans, as outlined in Appendix B.

17.5 In addition, all employees will have the option of participating in Flexible Spending Accounts (FSAs) for reimbursable medical costs, dependent care costs, or premium sharing costs.

17.6 The Employer has the right to select insurance carrier(s), provided, however, that at least two medical plans will be offered and that the aggregate schedule of benefits currently enjoyed will not be substantially changed.

17.7 The Employer shall provide liability insurance (or self-insurance) for Guild employees. Such insurance shall defend and indemnify employees against allegations arising from all acts or omissions occurring within the scope of the duties and responsibilities of the employee's employment. Such insurance or self-insurance shall also cover all costs, including attorney's fees, connected with proposed or threatened suits and negotiated settlements,

provided that the city need not indemnify or defend the employee for any act found by the department to be dishonest, fraudulent, criminal or malicious, or for any suit brought against the employee by or on behalf of the city.

18. Medical Examinations

18.1 The Employer has the right to require periodic medical examinations (physical and psychological) of all employees covered by this agreement provided the examination is job related and consistent with business necessity. The Employer also has the right to require certification from a physician that an employee is physically and mentally able to return to work following a period of disability leave.

19. Retirement Plans and Deferred Compensation

19.1 All employees shall participate in the State of Washington Law Enforcement Officers and Fire Fighters Pension System.

19.2 Employees may participate, at their option and cost, in the deferred compensation programs provided by either the ICMA Retirement Corporation and/or the Washington State DRS Deferred Compensation Program.

19.3 Effective January 1, 1996, the City will match, up to a maximum of one percent (1.0%) of the employee's base salary, an employee's contribution to the deferred compensation program(s) offered by the City, such contributions subject to IRS limitations.

20. Training and Tuition Assistance

20.1 Training shall be scheduled by the Employer when such training is mandatory, and if the total training hours or total training and work hours for a particular day exceed the normally scheduled work day, with the exception of Basic Training Academy, then overtime provisions shall apply. If the training is voluntary on the part of the employee, then overtime shall not apply. In the case of Basic Training Academy, hours worked include only that time spent in actual class instruction. Study time and other personal time are not within the definition of hours worked.

20.2 Requests for tuition assistance to attend specialized individual training or academic training shall be processed in accordance with City policy.

21. Clothing Allowance

21.1 The Employer shall purchase and replace such clothing, uniforms, and other equipment as designated by the chief of police and shall make all necessary uniform replacements as the need arises. Members assigned to plain clothes duty shall be paid an annual allowance of \$550 as authorized by the

chief of police and as approved by the city manager. The plain clothes allowance shall be paid within one (1) month of assignment on a pro-rated basis for the remainder of the calendar year and paid annually thereafter the first pay period of February.

21.2 Employees agree to maintain all clothing and equipment in good condition and not subject it to abuse beyond the regular call of duty. The Employer shall provide for each employee a standard service sidearm and two (2) standard sets of handcuffs which the employee will maintain and return to the Employer upon the termination of service. The Employer shall determine the standard service sidearm and handcuffs to be provided. If the employee chooses to carry other than the issued sidearm, the employee will return the issued sidearm when authorized to carry an alternative sidearm.

21.3 The city will replace or repair eye glasses and/or authorized personal items damaged or destroyed beyond normal wear and tear while on duty. Personal items will be authorized for purposes of this section if (1) the employee has notified the division commander in writing that he/she intends to carry the item on duty; and (2) the division commander has given authorization to carry the item. The Employer shall act upon the matter within twenty-one (21) calendar days from the date the personal item was brought to the division commander's attention. The employee shall assist the Employer in securing restitution or indemnification through the courts by the Employer. It is not the intent of this article to compensate for an employee's negligence and/or carelessness.

22. Mileage Allowance

22.1 All employees required by the Employer to use their private cars for official police department business, as directed by the Employer, shall be compensated at the mileage rate established by the Internal Revenue Service. Maximum use shall be made by the Employer of employer-owned vehicles in order to avoid use of employees' cars. Compensation shall not be made for employees traveling from home to work and return.

23. Annexation

23.1 It is understood and agreed that in the event of an annexation to the City of Vancouver requiring a transition period to City public safety services, the City may, at its discretion, subcontract police services in the annexed area to the Clark County Sheriff's Office for a reasonable transition period in order to permit the orderly and safe transition of police services to the annexed area. No layoffs of bargaining unit personnel shall occur during the term of this Agreement as a result of any actions under this Article.

23.2 It is further agreed that should the City hire law enforcement officers laid off from another jurisdiction, which is enveloped in the annexation, such law

enforcement officers shall have their length of service in the other jurisdiction applied toward their seniority with the City for lay off purposes, provided they are laid off by inverse seniority as contemplated by RCW 35.13.360-400 (1993 c 189 sections 2-6).

24. Substance Abuse Policy

24.1 In order to protect the health and safety of employees, co-workers and the public, the City and the Guild agree that the City may implement its Substance Abuse Policy dated January, 1999. If, during the term of this Agreement, the City adopts a different Substance Abuse Policy for other City employees, the Guild may, at its option, reopen this Article of the Agreement for the purpose of modifying the Substance Abuse Policy incorporated by this Article.

24.2 The City agrees to indemnify, defend and hold the Guild harmless from any liability arising from the implementation of the Substance Abuse Policy, including testing and discipline under that policy. The Guild agrees to indemnify, defend, and hold the City harmless from any liability arising from the Guild's actions in advising and counseling its members about testing and discipline under that policy.

24.3 This article does not waive any constitutional or other rights employees may have under state or federal law.

25. Violence Prevention in the Workplace

The Employer and the Guild agree that the City's Violence Prevention in the Workplace policy (dated May 2008) will be applied to Guild members. However, to invoke the search provisions of the policy, the City must first relieve the officer of duty because of reasonable suspicion of acts of violence as defined in the policy.

26. Educational Incentives

26.1 General Eligibility

Current active employees holding the rank of police officer, corporal, or sergeant may participate, if eligible, in the incentive program as described in the following sections of this article. Benefits payable under the incentive program cease when an employee terminates, retires, or is on an extended leave of absence without pay for more than thirty (30) consecutive calendar days. Such benefits shall cease effective on the date of termination or retirement; or, in the case of extended leave of absence without pay, on the thirty-first day of absence. Pay will be reinstituted effective on the first day of the month next following the employee's return to work.

A. To receive the second year award of 2.5% of base pay/month, the employee must:

- (1) Have an associate degree from an accredited college or university in an eligible course of study; or
- (2) Have completed 92 quarter hours or 54 semester hours and be currently enrolled in a bachelor's degree program at an accredited college or university in an eligible course of study.

To maintain eligibility for a second year award, an employee enrolled in a bachelor's degree program must furnish to the police chief and human resources director a copy of the official grade report at the end of each quarter or semester and must keep them apprised, in writing, of any circumstances which affect eligibility for educational incentive.

If the employer directs the employee to a work or training assignment that requires the employee to temporarily withdraw from school, payments shall continue under the educational incentive program during such assignment, provided the employee must re-enroll in school at the beginning of the quarter following termination of such assignment. If re-enrollment does not occur, benefits paid beyond the date such assignment ended shall be repaid to the city by the employee.

B. To receive the fourth year award of 5% of base pay/month the employee must:

- (1) Have a bachelor's degree from an accredited college or university in an eligible course of study.
- (2) It is the employee's responsibility to assure that timely documentation of educational attainment is provided to the Office of the Chief in the form of an official college transcript or degree or both. Payment of incentive awards will begin effective the first day of the payroll period following the date such documentation is provided.

C. Only courses taken through schools accredited by or through the Council for Higher Education Accreditation (CHEA) will be accepted in determining eligibility for educational incentive.

D. The employee's degree must be job-related or contribute to improved performance.

E. Questions arising out of the administration of this program will be

resolved by a committee consisting of the police chief and human resources director; however, this will not prevent an employee from seeking redress through the grievance procedure.

27. Performance Evaluations

27.1 Requirements for Evaluation

The performance of each member of the bargaining unit shall be evaluated three (3) months prior to the end of a probationary period following hire or promotion to evaluate progress toward successful completion of the probationary period and as follows:

- A. At the end of the probationary period and each January thereafter, supervisors will meet with employees to set career development goals for the upcoming year.
- B. Each July, supervisors will meet with employees to evaluate progress toward the established career development goals.
- C. Each January, supervisors will meet with employees to evaluate work performance for the previous year and whether established career development goals were accomplished.

The established career development goals, six (6) month evaluation and twelve (12) month evaluation shall be documented in the approved department format.

27.2 Evaluations shall be conducted by a supervisor who has observed in a supervisory capacity the employee's performance for twelve months. If this is not the case, the evaluator shall note and take into account the period of observation. If the immediate supervisor has less than six months of observation, the predecessor supervisor, if available and if he/she has observed the employee for more than six (6) months, shall make the evaluation. If the predecessor is not available, the commanding officer, in consultation with the immediate supervisor, shall conduct the evaluation. Standards of evaluation shall be made known to the bargaining unit and all evaluators.

Career development goals shall be set by the supervisor performing the evaluation for the previous year in collaboration with the supervisor for the upcoming year and the employee.

27.3 When a supervisor determines that an employee's performance needs improvement in any area, the evaluating supervisor(s) shall state the reason(s) and shall identify specific goals, instruction, training or other means for improving performance in that area.

27.4 After the evaluation is made, the employee shall be given a copy. The

rating supervisor and the employee shall meet to discuss the evaluation. The employee may respond in writing and the response shall be attached to the evaluation.

28. Grievance Procedure

28.1 For purposes of this agreement, the term "grievance" means any dispute between the Employer, on the one hand, and the Guild or an employee, on the other, concerning the interpretation, application or alleged violation of any term of this agreement. For purposes of this Article, the term "employee" shall include both members of the bargaining unit and the Guild. The parties agree to make every effort to settle grievances at the earliest step possible.

28.2 Procedure

Grievances shall be processed in accordance with the following procedure:

Grievances shall be presented by the employee to his or her first level supervisor outside of the bargaining unit within 21 days of the date of the alleged violation of the agreement.

The written grievance shall include the following information:

- (1) A description of the grievance and how the employee(s) was/were adversely affected.
- (2) A statement of the section(s) of the agreement allegedly violated and the nature of the violation.
- (3) The date of the incident(s) grieved.
- (4) A description of the remedy sought by the employee(s).
- (5) Identity of the employees affected.
- (6) Specification of whether the grievance procedure should begin at step 1 or step 2.
 - a. For a grievance that involves discipline imposed by the Chief, the grievance may be initiated at Step 1 or Step 3.
 - b. For any other grievance, the grievance may be initiated at Step 1 or Step 2.

The written grievance shall be signed by the employee.

Step 1: The parties will use an interest based problem solving process to resolve the issues identified in the grievance. The process will include all individuals necessary and with authority to reach a resolution. Any resolution of the grievance will be in writing and signed by the parties. If the parties agree that they are unable to resolve the grievance, the

parties will outline the areas of disagreement in a memorandum.

The employee may advance the grievance to the next step by delivering the memorandum to the Office of the Chief at anytime within 21 days of filing the grievance. If the grievance is not resolved in 21 days, the grievance will automatically advance to step 2.

Step 2: If the grievance remains unresolved following step 1, the chief of police may meet with the employee and his or her Guild representative. The chief shall make a decision on the grievance, in writing, within 21 days of receipt of the grievance.

Copies of the chief's decision shall be mailed or emailed and delivered to the employee and to the Guild.

If the grievance involves a termination of employment, the employee may advance the grievance to Step 3. For all other grievances, the grievance may be advanced to Step 4.

Step 3: If the grievance remains unresolved after the chief's decision is rendered in step 2, the employee may deliver the grievance in writing to the city manager or his designated representative, with a copy to the Chief within fourteen (14) days after receipt of the decision reached by the Chief in Step 2. The City Manager or his designee may meet with the employee and Guild representative, the Chief of Police, and other directly involved individuals as determined by the City Manager or designee to be appropriate. The City Manager or his designee shall render his decision, in writing, within sixty (60) days of receipt of the grievance. The City Manager or his designee shall mail, email or deliver copies of his decision to the employee, the Guild, and the Chief of Police.

The parties shall select an arbitrator and schedule the arbitration hearing within the first thirty (30) days of the sixty (60) day period.

Step 4: If the grievance remains unresolved after the decision is rendered in Step 2 or Step 3, as applicable, the Guild shall decide whether the final step in the grievance procedure will be arbitration or civil service appeal. The guild will provide the City with a written notice electing a final step within fourteen (14) days after the mailing, emailing or hand delivery of the decision.

28.3 If the grievance is submitted to arbitration, the parties shall attempt to mutually agree on a disinterested third party to serve as arbitrator. In the event the Employer and the Guild are unable to agree on an arbitrator, the arbitrator shall be selected by the process of elimination from a panel of seven (7) arbitrators furnished by the Public Employment Relations Commission (PERC) or the Federal Mediation and Conciliation Service (FMCS). The request to

PERC or FMCS shall state the general nature of the issues raised by the grievance and ask that the nominees be qualified. The parties shall promptly strike from the list received. The first strike shall be determined by the toss of a coin. The decision whether to use PERC or FMCS will be by mutual agreement or determined by a toss of a coin.

28.4 The arbitrator shall consider and decide only the specific issue(s) submitted by the Employer and/or the Guild at the hearing, and shall have no authority to make a decision on any other issue not so submitted. The arbitrator shall have jurisdiction and authority only to interpret, apply or determine compliance with the agreement and shall not have jurisdiction to add to, detract from or alter in any way the provisions of this agreement. A decision within the jurisdiction of the arbitrator shall be final and binding upon all parties. The expenses and fees incumbent to the services of the arbitrator shall be paid by the losing party. Each party shall be responsible for compensating its own representatives and witnesses. Either party may cause a verbatim recording of the hearing to be made, provided it pays the cost of the record. If the other party desires a copy, the cost of the recording and preparation of a transcript shall be shared equally.

28.5 A grievance that involves or affects a significant number of the employees in the bargaining unit may be introduced by the Guild in written form to the chief of police under step 2 of the grievance procedure.

28.6 Provided the Guild has given the City Manager notice that it intends to file a grievance not more than 129 days after the officer was placed on administrative leave and meet with the City Manager upon request, the Guild may grieve the placement of an officer on administrative leave for more than 150 days. Such grievance will be heard on an expedited basis by Arbitrator [parties to agree on 3-5 arbitrators to list as this panel]. The Arbitrator with the earliest available hearing date will conduct the arbitration. The Arbitrator will be requested to issue an expedited, summary award. The Arbitrator's fees and expenses will be borne by the City if the officer is removed from administrative leave and by the Guild if the Arbitrator continues the administrative leave.

28.7 If a grievance is not advanced in accordance with the time limits set forth above, the grievance shall be considered waived or granted, unless the parties mutually agree to extend the time limits for a given step.

28.8 Discipline Review Board

A Discipline Review Board will review all investigations that result in termination of employment. The review will be requested and performed at any time following receipt of a grievance and before a decision is reached by the City Manager or his designee. The Discipline Review Board, its review of any internal affairs investigation, and its recommendations will not be offered as evidenced in any grievance

arbitration between the parties. Should either party offer such evidence, the arbitration hearing will be suspended and a new arbitrator selected to hear the grievance. The party making the offer will bear any additional arbitration fees and costs incurred.

29. Employee Discipline/Termination

29.1 No employee shall be disciplined except for just cause. The Employer may take disciplinary action by written reprimand, suspension, demotion, or discharge.

29.2 Employees shall be given an opportunity to review and comment upon all disciplinary letters or performance evaluations that are placed in their personnel files. Employees shall be requested to sign the disciplinary letter. Signature thereon shall not be construed as an admission of guilt or concurrence with the disciplinary action, but rather as an indication that the employee has seen and comprehends the nature of the disciplinary action. Copies of all disciplinary letters shall be given to the employee at the time the discipline is imposed. Notice of such disciplinary action shall be given to the Guild at the same time.

29.3 An employee suspended without pay may request to forfeit accrued paid days off on a day-for-day basis, in lieu of the suspension.

29.4 Disciplinary investigations shall be conducted in accordance with the department's IA program. Any changes in the IA program shall be developed jointly between the chief of police and the Guild's executive board.

30. Smoke-Free Work Environment

30.1 Policy

The city seeks to promote a safe, healthy and pleasant work environment for all employees. In response to increasing evidence from medical studies showing that tobacco smoke creates a health hazard for persons exposed to the smoke, all city facilities, including city-owned buildings, vehicles, individual employee offices, and offices or other facilities rented or leased by the city will be smoke free.

The City and the Guild have also agreed to a Vancouver Police Department policy dated October 21, 1999 establishing guidelines for the use of smokeless tobacco.

30.2 Procedure

- A. "No Smoking" signs will be posted at all city locations and all city employees will participate in creating a smoke-free environment. Ash receptacles will be placed in convenient locations for those

employees who wish to step outside a building to smoke.

- B. The city will offer assistance and support to employees who wish to quit smoking or using smokeless tobacco by providing periodic stop smoking/using smokeless tobacco classes sponsored by the city's wellness program.

EC. Visitors to any of the city's facilities will be requested to comply with the city's efforts to maintain a smoke-free environment.

31. Use of City's Electronic Mail System

The Vancouver Police Officers Guild may use the City's electronic mail system to notify its members of Guild meetings.

- A. The number of notifications will be minimal, e.g., less than 10 per year.
- B. The actual message will be short, including notification of the date, time and place of the meeting; and an agenda for the meeting.
- C. Only Guild Executive Board members will have authority to send the e-mail messages.
- D. The e-mail messages will be notifications only, with no opportunity for reply to the message.
- E. Any messages sent over the City's electronic mail system are subject to City policies pertaining to its electronic communication system.

The City may terminate this the Guild's use of the electronic mail system with 10 days' notice if there is a violation of the terms outlined in this article, if the e-mail messages sent by the Guild create a problem for the computer system, or if the City is required to permit other businesses or non-profit groups to use its electronic mail system because of the Guild's use of the system.

32. Police Officer Bill of Rights

32.1 The City of Vancouver and the Vancouver Police Officer's Guild recognize the importance of a cooperative effort to ensure fairness to employees without unduly limiting the rights of management.

32.2 The Vancouver Police Officer's Guild believes that effective law enforcement depends upon the maintenance of stable employer-employee

relations between police officers and their employers. In order to assure that stable relations are continued throughout the city and to further assure that effective services are provided to all residents of the city it is necessary that this document be applicable to, and strictly adhered to by all concerned parties.

32.3 Except as otherwise provided by law, or whenever on duty or in uniform, no police officer shall be prohibited from engaging, or be coerced or required to engage in political activity.

32.4 For the purpose of this Article, disciplinary actions means written reprimand, suspension, demotion or discharge as specified in Section 29.1 of this Agreement.

32.5 Transfer to Another Job Position - An employee may be temporarily removed from his or her job position or specialty assignment during the investigation and placed in another established position or a position created for the employee within VPD. This action is not disciplinary and will not result in a reduction or loss of wages. This may include directing a uniformed employee to work in civilian clothing. The employee must be returned to his/her job position or specialty assignment if the allegations are found not sustained, exonerated or unfounded unless the City has reasonable grounds not to return the employee to the position or assignment.

32.6 It is recognized that the use of deadly force is a traumatic experience. During investigations regarding deadly force, officers shall provide sufficient information so as not to hinder the investigation or obstruct the securing of the scene or apprehension of suspects. However, any written statement or detailed oral statement shall be obtained after the subject officer is advised of his/her rights and allowed to consult with a Guild representative or attorney. Such consultation shall not unduly delay the giving of the statement.

32.7 Interviews

When any police officer is questioned pursuant to VPD Internal Affairs Investigations Policy the interview shall be conducted under the following conditions. Provided ~~that this that this~~ section shall not apply to situations such as any interview of a police officer in the normal course of duty, counseling, instruction, or informal verbal admonishment by or other routine or unplanned contact with a supervisor or any other police officer, nor shall this section apply to an investigation concerned solely and directly with alleged criminal activities.

- A. The interview will be conducted at a reasonable hour, preferably at a time when the police officer is on duty, unless the seriousness of the investigation requires otherwise or there is a mutual agreement to conduct the interview during off duty time. If the interview does occur during off-duty time, the police officer shall be compensated

for any off-duty time in accordance with this Agreement.

- B. Employees shall be given at least 24 hours notice of scheduled interview times unless this delay in conducting the interview would jeopardize the successful completion of the investigation. The notice will advise the employee whether he is being interviewed as a witness to or subject of the investigation.
- C. The officer under investigation shall be informed of the nature of the investigation prior to any interview and given information necessary to reasonably apprise the officer of the specific allegations, conduct or incident under investigation.
- D. At the start of the interview the officer shall be informed of the rank, name and command of the officer in charge of the interview, the officers conducting the interview, and all other persons to be present during the interview. All questions directed to the officer shall be asked by and through no more than two interrogators at one time.
- E. The length of the interview shall be for a reasonable period of time taking into consideration the gravity and complexity of the issue being investigated. The officer shall be allowed to take reasonable breaks during the interview process.
- F. The officer shall not be subjected to offensive language or threatened with punitive action except that an officer refusing to respond to questions or submit to questioning shall be informed that failure to truthfully and fully answer questions that are specifically and directly related to the allegations, conduct, incident, their duties, or their fitness for duty may result in disciplinary action.
- G. No promise of reward shall be made as an inducement to answering any question.
- H. No statement made during an interview by an officer under unlawful duress, coercion or threat of punitive action shall be admissible in any subsequent proceeding between the City and the Guild. No such statement shall be admissible or discoverable in any other civil proceeding except as required by law.

32.8 Guild Representation

- A Officers have a right to have a Guild representative, who may be a

Guild attorney, present during the interview. Officers who reasonably believe that an interview might result in discipline have a right to union representation by a Guild member or attorney. The City will provide the Guild with a copy of the notice of investigation given any officer when the notice is given the officer.

- B. Officers who are witnesses in an Internal Affairs investigation may also have a Guild representative (Guild member or Guild attorney). The representative may assist and counsel the employee and reasonably assure that the employees' rights are protected, including making brief, non-argumentative objections to questions asked. The representative will not disrupt the interview or prevent the investigator from obtaining the employee's truthful testimony. If the representative wants to make an extended argument or some other statement, he will wait until the end of the interview to do so.
- C. The representative shall not be a person subject to the investigation or a witness in the investigation. The representative, if not an attorney, shall not be required to disclose, nor be subject to any punitive action for refusing to disclose, any information received from the officer under investigation for non-criminal matters.

32.9 The complete interview of a police officer may, consistent with applicable laws, be recorded by an audio taping device. If a tape recording is made of the interview, the police officer shall have access to the tape if any further proceedings are contemplated or prior to any further questioning at a subsequent time. If any transcription of the interview is made, the officer shall, upon request, be provided a copy without cost. The police officer being questioned shall have the right to bring a tape recording device and record any and all aspects of the interview.

32.10 No police officer shall be compelled to submit to a polygraph examination or voice stress analyzer against his or her will. No disciplinary action or other recrimination shall be taken against an officer refusing to submit to such examination, nor shall any comment be entered anywhere in the investigator's notes or anywhere else that the police officer refused to take such examination, nor shall any testimony or evidence be admissible at a subsequent hearing, trial, or proceeding, judicial or administrative, to the effect that the police officer refused to take such examination.

32.11 No police officer shall be required or requested to disclose any item of his or her property, income, assets, source of income, debts or personal or domestic expenditures, nor shall any officer be compelled to provide medical and/or laboratory information to investigators unless such information is obtained or required under this Agreement, state law or proper legal procedure.

32.12 No police officer may be disciplined for alleged misconduct if the City has known of the allegations for more than 12 months provided:

- A. That this 12-month limitation period shall apply only if the act, omission, or other misconduct occurred on or after January 1, 2015. In the event that the City determines that discipline may be taken after January 1, 2015, it shall complete its investigation and notify the officer of its proposed discipline by written notice, except as provided in paragraph (8).
- B. The City shall not be required to impose the discipline within that one-year period:
 - (1) If the act, omission, or other allegation of misconduct is also the subject of a criminal investigation or criminal prosecution, the time during which the criminal investigation or criminal prosecution is pending shall toll the one-year time period.
 - (2) If the public safety officer waives the one-year time period in writing, the time period shall be tolled for the period of time specified in the written waiver.
 - (3) If the investigation is a multijurisdictional investigation that requires a reasonable extension for coordination of the involved agencies.
 - (4) If the investigation involves more than one employee and requires a reasonable extension.
 - (5) If the investigation involves an employee who is incapacitated or otherwise unavailable.
 - (6) If the investigation involves a matter in civil litigation where the public safety officer is named as a party defendant, the one-year time period shall be tolled while that civil action is pending.
 - (7) If the investigation involves a matter in criminal litigation where the complainant is a criminal defendant, the 12 month time period shall be tolled during the period of that defendant's criminal investigation and prosecution.
 - (8) If the investigation involves an allegation of workers' compensation fraud on the part of the public safety officer.

(9) ~~(a)~~ Where a predisciplinary grievance procedure is required or utilized, the time for this response or procedure shall not be governed or limited by this chapter.

~~(b)~~ If, after investigation and any grievance response or procedure, the City decides to impose discipline, the public agency shall notify the officer in writing of its decision to impose discipline, including the date that the discipline will be imposed, within 30 days of its decision, except if the public safety officer is unavailable for discipline.

(10) Notwithstanding the 12-month time period specified in this section, an investigation may be reopened against a public safety officer if both of the following circumstances exist:

a) Significant new evidence has been discovered that is likely to affect the outcome of the investigation.

b) One of the following conditions exist:

i) The evidence could not reasonably have been discovered in the normal course of investigation without resorting to extraordinary measures by the City.

ii) ~~(ii)~~ The evidence resulted from the officer's predisciplinary grievance or procedure.

32.13 No police officer may be disciplined solely because that officer's name has been placed on a Brady list or because that officer's name may otherwise be subject to disclosure pursuant to Brady v. Maryland, 373 U.S. 83 (1963) provided that a police officer may be disciplined based on the underlying acts or omissions for which that officer's name was placed on the Brady list or may otherwise be subject to disclosure pursuant to Brady v. Maryland. Further, nothing within this section shall prevent the City from terminating an employee who can no longer perform the essential functions of his/her job.

32.14 City property and systems, including but not limited to, vehicles,

32.15 computers, telephones, office furniture and lockers, are the sole property of the City. The City reserves the right to search such property and systems when reasonable suspicion exists that a law or city policy has been violated, provided that such searches shall be conducted in compliance with applicable laws.

32.16 The employer shall not cause the officer under investigation to be subjected to visits by the press or news media without his or her express

consent nor shall his or her home address or photograph be given to the press or news media without his or her express consent or unless required by law.

32.17 The officer shall be entitled to review the complete final investigation file as provided in VPD Internal Affairs policy.

32.18 All information regarding the investigation, including the tape and any transcription of the tape shall be subject to the confidentiality provisions of the VPD Internal Affairs Policy.

32.19 If the City refers an allegation to an outside agency for a criminal investigation or to a Vancouver detective for criminal investigation, the officer will be promptly notified of this action unless notification would jeopardize the successful completion of the criminal investigation.

32.20 Nothing in this document shall preclude the Chief of Police from ordering a police officer to cooperate with other agencies involved in criminal or internal affairs investigations of a VPD member or of an employee of another law enforcement agency. If an officer fails to comply with such an order, the Department may officially charge him or her with insubordination.

32.21 No police officer shall have documentation of disciplinary action placed in his or her personnel file, or any other file used for any personnel purposes by the City without the police officer having an opportunity to read and sign the document. Except that, the documentation may be placed in a personnel file if the officer refuses to sign it. If an officer refuses to sign, the fact should be noted on the document and signed or initialed by such officer. The City will purge all records of employee discipline from personnel files and PSU files, excluding those records subject to a litigation hold, as soon as permitted by Washington law and pursuant to City Ordinances and Policies.

32.22 No police officer shall be subjected to disciplinary action, denied promotion, or subjected to other recrimination because of the lawful exercise of the rights granted under this agreement, or the exercise of any rights under any existing administrative grievance procedure.

32.23 In the event the Employer offers a police officer the option of resigning in lieu of discipline, the Employer will notify the Guild that the offer has been made and the Employer will allow the police officer up to seven days to consider the option.

32.24 The City shall not deny or refuse any police officer the rights and protections guaranteed to them by this document.

32.25 Disputes concerning the Police Officer Bill of Rights may be resolved according to the grievance procedure specified by this Agreement.

33. Contract Interpretation

33.1 The Employer and the Guild agree that past practices that are mandatory subjects of bargaining and are not specified by this agreement but known by both the Guild and the Employer shall remain unchanged.

33.2 The intention of the parties to this agreement is that this agreement and all working agreements shall be consistent with the Personnel Regulations of the Vancouver Municipal Code (Chapter 2.45). Where it is found that the provisions of this agreement are in conflict with the Personnel Regulations, the agreement shall be deemed controlling. The language of the agreement shall be the basis for recommending an amendment to the Regulations.

33.3 If any article of this agreement should be held invalid by operation of law or by any court of competent jurisdiction or of compliance with or enforcement of any article should be restrained by such court, the remainder of this agreement shall not be effected thereby and the parties shall enter into immediate collective bargaining negotiations for the purpose of arriving at a mutually satisfactory replacement for such article.

33.4 The parties acknowledge that each has had the unlimited right and opportunity to make demands and proposals with respect to any matter deemed a proper subject for collective bargaining. The results of the exercise of that right and opportunity are set forth in this agreement. Therefore, the Employer and the Guild for the duration of this agreement each voluntarily and unqualifiedly agree to waive the right to oblige the other party to bargain with respect to any subject or matter specifically discussed during negotiations or covered in this agreement unless mutually agreed otherwise.

34. Termination and Renewal

34.1 This agreement is effective January 1, ~~2017~~2020, and shall remain in full force and effect through December 31, ~~2019~~2022.

34.2 Pursuant to the provisions of RCW 41.56, the Employer agrees to commence negotiations with the Guild not later than June 1, of the expiration year, provided the Guild notifies the Employer, in writing, no later than May 1, of its intent to reopen the agreement and commence negotiations to modify wages, hours, and other terms and conditions of employment for the employees covered by this agreement.

VANCOUVER POLICE OFFICERS GUILD
Rates of Pay

Effective January 1, ~~2017-2020~~ through December 31, ~~2017~~2021

~~Effective January 1, 2017 increased 3%.~~

		Step 1	Step 2	Step 3	Step 4	Step 5	Step 6
Police Officer	5,280	5,545	5,822	6,113	6,418	6,739	7,076
Police Corporal			6,318	6,634	6,966	7,314	7,680
Police Sergeant			7,006	7,356	7,724	8,110	8,515

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Effective January 1, ~~2018 through December 31, 2018~~2020 increased 4%.

		Step 1	Step 2	Step 3	Step 4	Step 5	Step 6
Police Officer	5,439	5,711	5,996	6,296	6,611	6,942	7,289
Police Corporal			6,508	6,833	7,175	7,533	7,910
Police Sergeant			7,216	7,577	7,955	8,353	8,771

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Effective January 1, ~~2018 increased 3% 2021~~ through December 31, 2021

Effective January 1, ~~2019 through December 31, 2019~~2021 Officers/Corporals
increased 3%; Sergeants increased 4%.

		Step 1	Step 2	Step 3	Step 4	Step 5	Step 6
Police Officer	5,602	5,882	6,176	6,485	6,809	7,150	7,507
Police Corporal			6,703	7,038	7,390	7,759	8,147
Police Sergeant			7,432	7,804	8,194	8,604	9,034

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Effective January 1, ~~2019 increased 3%~~ 2022 through December 31, 2022
Effective January 1, 2022 Officers/Corporals increased 3%; Sergeants increased 4%.

The differential between police officer and corporal will be 8.5%; the differential between police officer and sergeant will be 20% (was 18% until 2015 when an arbitrator awarded a one-time increase of 1% on 1-1-15 and 1% on 1-1-16 for sergeants only)

APPENDIX B VANCOUVER POLICE OFFICERS GUILD

FLEXIBLE BENEFITS PLAN

Employees will be able to choose from the following medical and dental plans.

Medical Option #1 Kaiser HMO

Medical Option #2 Kaiser CDHP

Medical Option #3 Regence Blue Cross/Blue Shield of Oregon (BCBSO) PPO

Medical Option #4 Regence Blue Cross/Blue Shield of Oregon (BCBSO)

CDHP **Dental Option #1** Washington Dental Service (WDS/Delta Dental of

Washington) **Dental Option #2** Kaiser Dental HMO

Employees may choose any combination of medical/dental plans. In addition, members have an opt-out/cash- back option for eligible employees upon certification of other group coverage.

Two Consumer Driven Health Plans (CDHPs), one through Regence Blue Cross/Blue Shield of Oregon and one through Kaiser are available options. The CDHP plans will include a Health Savings Account (HSA).

In 2015, the City will make a contribution to the Employee's HSA of \$500 for those with employee-only coverage or \$1,000 for those with one or more dependents. The City's contribution to the HSA will be made in January.

Also, for the 2015 plan year, any employee who elects coverage under one of the CDHP health plans will receive a cash payment of \$1000 for those with employee only coverage or

\$2000 for those with one or more dependents. This amount will be paid directly to the employee and not into the HSA, is taxable, and will be paid in January of 2015. Employees may also contribute pre- tax dollars to their

HSA.

In 2016, the City will make a contribution to the employee's HSA plan in the amount of \$1,500 for employee-only coverage, or \$3,000 for those with one or more dependents, in a manner compliant with applicable state and federal laws.

Employees that do not transition to the CDHP plan will maintain the option of participating in Flexible Spending Accounts (FSAs) for reimbursable medical costs and premium sharing costs. All employees will continue to be eligible to participate in an FSA for dependent care costs.

For this contract period, the employer will pay \$35.00 each month into an eligible member's flexible spending account, or deferred compensation account. Employees enrolled in the CDHP plans may direct the \$35 to a flexible spending dependent care account or a deferred compensation account.

Dated this _____ day of _____, ~~2016~~ 2020

For the Employer

Eric Holmes, City Manager

Lisa Takach, HR Director

Approved as to form:

Jonathan Young, City Attorney

Attest:

Natasha Ramras, City Clerk

For the Union

Neil Martin, President

Anil Karia, Attorney for VPOG

For the Employer

For the Union

~~Eric Holmes, City Manager~~ ~~Jeff Kipp, President~~

~~Suzi E. Schwabe, HR Director~~

~~Approved as to form:~~

~~E. Bronson Potter, City Attorney~~ ~~David Snyder, Attorney for VPOG~~

~~Attest:~~

~~R. Lloyd Tyler, City Clerk~~

**MEMORANDUM OF UNDERSTANDING -
Supplement for Employees Assaulted on the Job**

This Memorandum of Understanding ("MOU") is made between the City of Vancouver ("City") and the Vancouver Police Officers Guild ("Guild") as of the date signed below.

Background:

WHEREAS the City recognizes that members of the Guild are exposed to extraordinary hazards on the job, including the risk of being shot and assaulted with a dangerous weapon such as a knife, club, or motor vehicle. The City further recognizes that such an assault can, in certain extraordinary and rare circumstances, lead to injuries that are substantial and/or cause great bodily harm such that the employee is unable to return to regular or light duty for an extended period.

WHEREAS the Guild recognizes that supplemental benefits for its members should only be provided in certain extraordinary and rare circumstances where an employee has suffered injuries that are substantial and/or caused great bodily harm as the result of being assaulted on the job (as opposed to any injury resulting from the employee's own actions or when no other person caused the injury). The Guild further recognizes that the City aggressively attempts to return employees injured on the job to light duty work if

authorized by the employee's medical provider and such work is available.

WHEREAS the Guild recognizes the City's concerns about potential abuse or overly broad application of the supplemental benefit and has agreed to several substantial restrictions on eligibility for the supplement in this MOU. Those restrictions are intended to prevent undue expansion of the benefit based on the definition of substantial harm. For example, it is unlikely that any Guild member, the Guild, the City or an arbitrator would consider an assault that results in only a broken finger to meet the strictly construed, rare, or extraordinary requirements of the MOU or be similar to what Officer Goudschaal experienced.

WHEREAS during the negotiations for the 2017-2019 successor collective bargaining agreement the parties discussed this supplement and while they both believe it is a positive step for Guild members, the City preferred to "pilot" the supplement as a MOU during the course of the successor collective bargaining agreement with a sunset date, which would then require the parties to revisit the program/concept, if either party desires to, in subsequent negotiations.

THEREFORE, the parties agree as follows:

Agreement:

1. In addition to the Time Loss Guarantee provided in Section 16.5 of the parties' collective bargaining agreement, when in the course of official duties, an employee is assaulted and sustains injuries that are "Substantial" and/or "Great Bodily Harm" as defined by RCW 9A.04.110(4)(b) and/or(c), and the employee is forced by the injury into a disability situation:
 - A. The City agrees to contribute to the employee's salary the amount necessary to make the employee "whole" as required by RCW 41.04.505 for a total period of not more than six (6) months.
 - The City and the Guild agree that making an employee "whole" for this agreement is the total of time-loss benefits from the State of Washington, LEOFF II Short Term Disability Supplement, and the City picking up both the employer and employee portions of the supplement during this six month period.
 - B. If an employee returns to work, whether on a light duty or full duty basis and the disability reoccurs, any additional payments under this agreement shall be limited to the remaining, unused portion of the original six (6) months.
 - C. The definitions of substantial bodily harm and great bodily harm stated in RCW 9A.04.110(4)(b) and/or (c) are incorporated by reference.
 - D. The contribution by the City shall commence after the conclusion of any

other “administrative leave” provided to the employee.

E. At the conclusion of six (6) months, the employee will use available personal short-term disability along with time loss-benefits from the State of Washington in order to remain “whole”.

2. The requirements for this supplemental benefit set forth in paragraph 1 shall be strictly construed. This benefit is available only if the employee has been assaulted. This benefit is not available if the employee is injured as the result of his/her own actions. This supplemental benefit is intended to apply to extraordinary, rare incidents such as the 2014 shooting of Officer Dustin Goudschaal. In the event of a disagreement as to whether or not a Guild member is entitled to this supplemental benefit, the parties will meet and confer in good faith in an attempt to resolve the issue.

3. Any dispute between the parties concerning the interpretation, application or alleged violation of any term of this MOU will be resolved under Article 28 Grievance Procedure of the parties’ collective bargaining agreement.

4. This agreement will expire on December 31, 2019, or upon ratification of the successor collective bargaining agreement by both parties, whichever is later. The parties may make such proposals on this issue as they deem appropriate in bargaining.

Dated this__ day of ~~July~~, 2016.

City of ~~Vancouver~~~~Vancouver~~ ~~Vancouver~~ ~~Vancouver~~ Police Officers Guild

James McElvain, Chief of ~~Police~~~~Jeff~~ ~~Police~~ ~~Jeff~~ Kipp, President

Suzi Schwabe, Human Resources Director

AGREEMENT

By and Between City of Vancouver
and
Vancouver Police Officers Guild

January 1, 2020 - December 31, 2022

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VANCOUVER POLICE OFFICERS GUILD AGREEMENT

This agreement, as of the date indicated herein, by and between the City of Vancouver, a municipal corporation of the State of Washington, and hereinafter referred to as the "Employer," and the Vancouver Police Officers Guild, hereinafter referred to as the "Guild," WITNESS that WHEREAS the parties have negotiated the terms and conditions of a collective bargaining agreement, hereinafter referred to as the "agreement," relating to regular full-time police officers, hereinafter referred to as employees represented by the Guild and described in this agreement, as to wages, hours, and other terms and conditions of employment of such employees and wish to reduce the agreement to writing, agree hereto as follows:

1. Guild Recognition

1.1 The Employer recognizes the Guild as the exclusive bargaining agent for all police officers, corporals, and sergeants.

1.2 The Employer and the Guild agree that questions of Guild representation that may arise shall be resolved in accordance with rules of the Washington State Public Employment Relations Commission (PERC) and in accordance with local, state, or national statutes and rules.

2. Nondiscrimination

2.1 The parties agree that the provisions of this agreement shall be applied equally to all employees covered hereby without regard to race, color, national origin, sex, age, physical or mental disability, political or religious opinions or labor organization affiliation, sexual orientation, pregnancy, marital status, military status, or membership in any other class protected by state or federal law or City ordinance, unless such would prohibit performance of a qualifications standard that is job related and consistent with business necessity or necessary to prevent a direct threat to health and safety.

2.2 Employees shall process discrimination grievances under the city's Equal Employment Opportunity procedure or under existing state or federal law, and shall not have recourse through the grievance procedures established in article 28 of this agreement.

3. Rights of Management

3.1 The management of the municipal corporation, including but not limited to, the organization, scheduling, staffing, and direction of the work force, is vested exclusively in the Employer, subject to the terms of this agreement. Examples of management rights include, but are not limited to:

- 3.1.1 to take whatever action is either necessary or advisable to determine, manage and fulfill the mission of the organization;
- 3.1.2 to determine the number of employees to be employed;
- 3.1.3 to hire employees, determine their qualifications and assign and direct their work;
- 3.1.4 to evaluate employee' performances;
- 3.1.5 to set the standards of productivity, and the services to be provided;
- 3.1.6 to control and regulate the use of facilities, equipment, and other property of the Employer;
- 3.1.7 to determine the number, location and operation of departments, divisions, and all other units of the Employer.

The Employer has the right to introduce any and all new improved and automated methods or equipment to improve efficiency and to reduce costs and assign employees within the bargaining unit in accordance with such improvements and cost reduction methods. All matters not specifically and expressly covered or treated by the language of this agreement may be administered for its duration by the Employer in accordance with such policies or procedures as the Employer, from time to time, may determine.

This article recognizes an employee's right to use the grievance procedure set forth in article 27 below.

3.2 Department Rules and Regulations

It is mutually agreed that the city has full responsibility and authority to adopt rules and regulations for the operation of the police department and the conduct of its employees, and the Guild agrees that its members shall comply in full with such rules and regulations. Nothing in this section shall be interpreted to restrict the chief's right to make decisions or to establish procedures necessitated by the "emergency" nature of operating the police department.

3.3 Nothing in this Article shall be considered a waiver of the Guild's right to bargain over mandatory subjects of bargaining pursuant to RCW 41.56.

4. Guild Membership and Dues Deduction

4.1 Members of the bargaining unit who join the Vancouver Police Officers Guild may authorize deduction of dues as provided in this Article. Members of the bargaining unit who do not join the Guild may choose to voluntarily make a payment in lieu of dues as provided in this Article. However, any member of the bargaining unit who chooses not to join the Guild or have dues/fees deducted

shall have no rights to benefits provided to Guild members by the Guild (other than the benefits provided under this Agreement) and shall have no right to vote or participate otherwise in Guild meetings.

4.2 Upon the written authorization from members of the Guild authorizing the deduction of Guild dues, the Employer shall deduct from the pay of such employee the monthly amount of dues as certified by the secretary of the Guild and shall transmit the same to the treasurer of the Guild. Deduction of payments in lieu of dues from non-members of the Guild within the bargaining unit shall only be made upon written authorization freely given which clearly and affirmatively consents to the deduction of the payment in lieu of Guild dues. Amounts deducted from non-members shall be transmitted to the treasurer of the Guild. The City shall not make deductions from any bargaining unit member's wages for dues or payments in lieu of dues unless authorized in writing as provided in this Article.

4.3 In the event a bargaining unit member notifies the Employer that he or she no longer wishes to have dues or payments in lieu of dues deducted from their pay, the Employer shall notify the Guild within five (5) working days.

4.4 The Guild shall indemnify, defend and hold harmless the City and its officials, representatives and agents against any and all claims, demands, suits, or other forms of liability (monetary or otherwise) and for all reasonable legal costs that shall arise out of or by reason of action taken or not taken in good faith by the City in complying with the provisions of this article. If an improper deduction is made, the Guild shall refund directly to the employee any such amount.

5. Guild Representatives and Activities

5.1 The Guild shall inform the Employer in writing of the names of its current executive board members and attorneys who are designated to represent it. Only persons so designated will be accepted by the Employer as representatives of the Guild during the grievance process and on bargaining issues. The Guild may designate other members as representatives during contract negotiations.

5.2 The Guild's officers and attorneys shall have reasonable access to the Department during working hours, providing they do not interfere with or cause employees to neglect their work.

5.3 Employees and attorneys visiting the premises shall not engage in organizing or campaigning for the Guild, but this paragraph will not prevent the Guild officers from

discussing in non-work areas during non-work periods matters of Guild membership, fees, dues, or Guild business with employees covered by this agreement.

5.4 The Employer agrees not to discriminate against any member of the Guild because of his or her activity in behalf of or membership in the Guild, provided such activity is not carried on during work hours, except as expressly provided in this agreement.

5.5 The Employer agrees to allow leave with pay for employee members of the Guild for no more than twenty (20) officer-shifts (200 hours) per year total, for conducting business vital to the Guild. The leave will be scheduled in advance based on vacation scheduling guidelines.

5.6 The Employer agrees to allow the Guild sixty minutes during each new officer orientation to provide new officers information about the Guild.

5.7 No more than six (6) employees on the Guild bargaining committee who are already scheduled to work during times scheduled for negotiating a new labor agreement will be allowed to attend those negotiations on Employer-paid work time. The Employer will not make special provisions to arrange shifts to maximize on-duty participation in negotiations. The Employer and the Guild will reach consensus on the total number of members who will be on the negotiating team.

5.8 The City will pay one Guild member to run the shift bid on the day the shift bid is conducted provided that no overtime is incurred.

5.9 Employees designated as Guild representatives will be permitted to use work time when appropriate for the investigation of grievances and representation of employees with grievances.

5.10 The Employer shall provide space for a bulletin board at each law enforcement facility where Guild members are staffed which may be used by the Guild for official Guild business. The Guild is responsible for the posting and removal of material on the bulletin board and for maintaining same in an orderly and neat basis.

6. Strikes, Work Stoppages or Work Slowdowns

6.1 The Employer and the Guild recognize that the public interest requires the efficient and uninterrupted performance of all city services, and to this end pledge their best efforts to avoid or eliminate any conduct contrary to their overall objective. During the term of this agreement, neither the Guild nor the Employer shall cause, engage in, or sanction any work stoppage, strike, slowdown, lockout or other interference with city functions. Employees who engage in any of the foregoing actions may be subject to immediate disciplinary action, including discharge, and the Guild may be subject to action in accordance with RCW 41.56.

7. Identification of Jobs

7.1 "Job" shall be defined as the employee's job title, job number, and range assigned by the Employer.

7.2 When work operations involving new or substantially changed requirements are established after the effective date of this agreement and such requirements are not adequately or specifically described in an existing job, the Employer will describe and establish a new job in an appropriate range subject to the Employer's duty to bargain with the Guild concerning appropriate compensation for the new job, if agreed to be within the bargaining unit.

7.3 Mounted Horse Patrol

The Employer has established a Mounted Horse Patrol Unit. Certain members of the Guild's bargaining unit desire to provide a horse, equipment and transportation in connection with the operation of this Unit. The Employer is willing to reimburse employees for the use of the horse, equipment and services of the employee. Each employee who desires to become a member of the Unit will sign and agree to the Mounted Horse Patrol Reimbursement Agreement (dated September 18, 1998).

7.4 Civilian Positions

The parties agree that certain civilian positions may be created within the Vancouver Police Department. The City of Vancouver may establish and fill the civilian positions. The City may also establish and fill such volunteer (unpaid) positions as it deems necessary.

The duties of civilian employees and volunteers shall be determined by the City of Vancouver, provided that their duties will not include work that is currently performed on a regular basis by members of the Guild without the agreement of the Guild. The parties further agree that civilian employees or volunteers will not carry firearms or have powers of custodial arrest. Job descriptions for each civilian position shall be available for inspection.

The parties agree that civilian employees may:

- (1) Respond to priority 3, 4 or 5 calls at the discretion of the supervisor or precinct commander.
- (2) Respond to priority 1 or 2 calls in a support capacity at the request of the supervisor or precinct commander.
- (3) Be granted limited commission authority for: parking enforcement duties related to parking violations (e.g., writing parking citations, facilitating the towing of vehicles, and other parking related tasks).

When these civilian employees are not available, sworn officers may still respond to such calls based on the availability of sufficient staff at the time of the call at the discretion of the supervisor or precinct commander.

Duties of civilian employees and/or volunteers may also include:

- (1) Graffiti abatement.
- (2) Crime prevention education.
- (3) Citizen patrol (NOW) including tasks such as Skywatch, ALPR, radar/Lidar.
- (4) Alcohol impact area compliance checks (visual only).
- (5) SafeKids Program.
- (6) Abandoned vehicle abatement.
- (7) Out of state license plate reporter/educator.
- (8) Missing person search team.
- (9) Drive/operate non-patrol vehicles such as the Command Bus for maintenance or when no sworn department employee is available.
- (10) Assist sworn officers at barricades at crime scenes (outer perimeter) if a sworn officer is readily available.
- (11) Deploy and manage the speed trailer program.
- (12) Disabled parking enforcement.
- (13) Fulfill public records requests including, without limitation, requests for records within the Professional Standards Unit.

It is the parties' intent that the creation and filling of civilian and volunteer positions will permit sworn officers to increase the time spent in proactive problem solving rather than reactive call taking.

No positions within the bargaining unit will be eliminated because of creating or filling such civilian positions.

7.5 Private Security

The City may engage private security personnel to support services the Department provides. Private security personnel may (1) perform security functions at fixed posts on a temporary basis including security at events such as the Fort Vancouver Fourth of July Celebration; (2) provide personal security (escort) for City employees or volunteers upon request if there is no specific threat or emergency; provided that such personnel will not be used to provide protection to dignitaries; (3) conduct preventative sweeps of City property or parks within the City in advance of specifically scheduled student or community youth trips to such areas; and (4) perform security functions such as routine drive throughs or walk throughs on city owned properties such as parks, parking lots, the airport and Officers' Row.

The duties performed by private security personnel will be limited to preventative measures; they will not patrol City property or parks within the City nor will they take any enforcement action. If a specific threat or emergency exists or a criminal act is in progress 9-1-1 will be notified and a request for an officer will be made by the private security personnel.

In addition to the functions set forth above, the City shall be permitted to use such private security guards to perform functions traditionally expected of building managers, such as (A) contacting people within City-owned buildings or in immediate proximity to such buildings (e.g. doorway, sidewalk, or parking lot) and alerting them to applicable circumstances, building rules, and behavior that could be a violation of the law; and (B) ordering individuals who have violated building rules or a violation of the law to leave the premises. All building related functions not within the scope of the this Article shall be discontinued.

7.6 Reserve Police Officer Program

- A. The parties agree that a volunteer Reserve Police Officer program may be created. The City may create and fill Reserve Police Officer positions using a testing and selection process that will include successful completion of a thorough background investigation.
- B. Reserve Police Officers will not be used for primary patrol, traffic, or investigative duties. The duties of Reserve Police Officer may include:
 - (1) Response to priority 3, 4, and 5 calls at the discretion of the supervisor or precinct commander.
 - (2) Response to priority 1 or 2 calls in a support capacity at the request of the supervisor or precinct commander.
 - (3) Barricade/traffic control.
 - (4) Fireworks enforcement.
 - (5) Crime scene protection.
 - (6) Prisoner transport.
- C. Reserve Police Officers will be authorized to carry firearms and will have limited powers of custodial arrest.
- D. Reserve Police Officers will not be counted for purposes of meeting established patrol staffing levels.
- E. Overtime or extra duty assignments may only be worked by members of the Guild. However, if Guild members do not accept

the available overtime duty after it has been offered for at least seven (7) days, that work may be performed by a Reserve Police Officer in a volunteer, unpaid capacity.

No positions within the bargaining unit will be eliminated because of creating or filling these volunteer Reserve Police Officer positions.

8. Job Vacancies

8.1 All vacancies will be filled in accordance with the established rules and regulations of the Vancouver Civil Service Commission (as of December 20, 2006) and applicable state and federal laws.

9. Layoff and Recall

9.1 Layoff and recall shall be in accordance with established rules and regulations of the Vancouver Civil Service Commission (as of December 20, 2006) with the following exceptions:

- A. In the event of layoff, employees will be laid off in the order of their seniority. Seniority for officers shall be defined as time in the department. Seniority for corporals and sergeants shall be defined as time in the position.
- B. At the time of any layoff, corporals and sergeants may be given an opportunity to accept reduction to the next lower rank previously held by the employee in lieu of layoff. Such employees shall have bumping rights over the employee in the next lower rank with the least seniority. Seniority shall be defined as time in the rank or any higher rank.
- C. Employees laid off or demoted in lieu of layoff shall be placed on a reinstatement list for the classification from which the layoff took place and for any lower rank held based upon date of promotion to the lower rank.
- D. Reinstatement lists shall be valid indefinitely. Members who are demoted in lieu of layoff shall remain on the reinstatement list indefinitely until the City fills all positions in the affected classification equivalent to the number of positions demoted in lieu of layoff. Demoted members may decline an offer of reinstatement to their previously held rank on one occasion unless the member is the least senior employee on the reinstatement list. Members who are laid off shall remain on the reinstatement list for a maximum of twenty four (24) months. Laid off employees who are offered reinstatement will receive a conditional offer of reinstatement. The

offer will be conditioned on successful completion of the following:

- (1) A background investigation. The investigation will be limited to the period of time between the date of layoff and date of proposed reinstatement.
 - (2) A medical and psychological examination.
 - (3) A drug screen.
- E. An individual will lose rights to reinstatement and/or be removed from the reinstatement list if he commits an act that would be cause for termination of employment or if he loses his or her commission as a general authority law enforcement officer.
- F. Appointments from the reinstatement list shall be made in the order of length of **service**. The employee on the reinstatement list who has the most service credit shall be first reinstated.
- (1) For employees on the reinstatement list for the position of police officer, "length of service" and "service credit" shall be defined as time employed as a police officer for the Vancouver Police Department.
 - (2) For employees on the reinstatement list for the position of police corporal, "length of service" and "service credit" shall be defined as time employed at the rank of corporal for the Vancouver Police Department.
 - (3) For employees on the reinstatement list for the position of police sergeant, "length of service" and "service credit" shall be defined as time employed at the rank of sergeant for the Vancouver Police Department.

10. Probation Period

10.1 Entry level employment is subject to a probationary period from the date of hire, during basic academy training and continuing for twelve (12) months actual service from the date of graduation from basic academy training. Lateral entry employment is subject to a probationary period of twelve (12) months actual service from the date of hire. Actual service shall not include time spent away from the department for an extended period of time. Termination or discipline of a probationary employee is not subject to grievance under this contract. Discipline of probationary employees will not be used as evidence of appropriate discipline practice for non-probationary employees. Upon hiring, the Employer may start an employee at a higher step depending upon experience and qualifications.

10.2 Employees promoted to the position of corporal or sergeant shall serve a twelve (12) month probationary period during which time the Employer may

decide to return the employee to his or her former classification. Demotion during the promotional probationary period is not subject to grievance under this contract.

11. Work Week, Hours of Work, Shifts

11.1 The City has established a twenty-eight (28) day FLSA work period for all members. Work periods shall begin at 12:01 a.m. on the first day of the period and end at 12:00 midnight on the last day of the work period.

11.2 A work day is defined as the twenty-four (24) hour period beginning with the start of an employee's shift.

11.3 Work Week

A. Administration, Investigations and Special Operations

For employees assigned to Administration, Investigations and Special Operations and for Precinct Detectives the normal assigned work week shall be scheduled on Mondays through Thursdays, or Tuesdays through Fridays based on a 4/3--4/3 schedule, ten (10) hours per day, including a one-half hour paid lunch. On mutual agreement of the employees involved and the employer, the normal assigned workweek may be an eight hour 5/2 schedule including a one-half hour paid lunch.

For employees assigned to the Traffic Unit, the normal work week shall be based on a 4/3--4/3 schedule, ten (10) hours per day, including a one-half hour paid lunch. On mutual agreement of the employees involved and the employer, the normal assigned workweek may be the patrol 5/4-5/4-5/5 schedule.

All employees are subject to call during lunch periods.

B. Neighborhood Response Team

For employees assigned to the neighborhood Response Team, the normal work week shall be based on a 4/3 schedule, ten (10) hours per day, including a one-half hour paid lunch. The normal assigned work week shall be scheduled on Mondays through Thursdays, or Tuesdays through Fridays. In order to meet the operational needs of the unit, the work schedule may be adjusted to include working some Saturdays and Sundays.

C. Patrol

For Employees in Patrol, the normal assigned work schedule

shall be 5/4--5/4--5/5 (10.5 hours per day with a 1/2 hour paid lunch included).

For Canine Handlers, the normal assigned work day shall be a nine and one-half hour shift. The normal work schedule for canine officers will be based on the patrol work schedule (5/4-5/4-5/5). Canine officers are allowed one hour per shift worked for the care and maintenance of their dog. The one hour per shift worked is intended to compensate the officer for one-half hour each work day and non-work day for time spent in the care and maintenance of the dog.

D. Neighborhood Police Officer

For employees assigned as a Neighborhood Police Officer, the normal work week shall be based on a 4/3 schedule, not to exceed 40 hours per week, ten (10) hours per day, including a one-half hour paid lunch. The normal assigned work week shall be scheduled on Mondays through Thursdays, or Tuesdays through Fridays. In order to meet the operational needs of the unit, and in accordance with Article 11.6 of the VPOG contract, the work schedule may be adjusted to include working alternative days and/or hours.

E. School Resources Officer

The City and the Guild agree that the normal assigned work week for SRO's during the school calendar year shall be a day shift, Mondays through Fridays, based on a 5/2 work schedule, not to exceed nine (9) hours per day, including a one-half hour paid lunch. The normal shift starting time for the SRO shall be 07:00 hours.

The SRO work schedule results in SRO's working sixty (60) minutes of overtime each scheduled work day, in excess of the eight hour shift limit in Article 12.1 and 11.3(A) of the current collective bargaining agreement (CBA) between the City and the Guild. This results in a total of 271.5 overtime hours (1 hrs x 181 school days x 1.5 OT) for SRO's over the course of the school calendar year. This calculation is based on the SRO working all scheduled days without using other paid leave (sick, vacation, bereavement, etc.).

The overtime hours as noted above shall be compensated by a maximum of thirty four (34) compensatory days off (270.5 hrs/ 8 hrs), coinciding with the number of full-day holiday/student non-

attendance days (26) in the school calendar year as published by the school district in its student attendance calendar. School days involving late start or early dismissal times will be worked as a normal full shift by SRO's.

The accumulation of compensatory time pursuant to this Article is agreed to as an exception to Article 13.5 of the parties' CBA which limits the accumulation of compensatory time to a maximum of 90 hours.

For purposes of calculating paid and compensatory time-off, the SRO's work shift will be based on an 8 hour day. (e.g., vacation, sick, compensatory time, bereavement leave.)

Hours worked beyond the normal SRO work schedule as part of the normal SRO duties will be compensated at time and a half, except in the event of emergency callback after hours for duties related to the position of SRO in which case the compensation rate will be that as provided in Article 13.6 of the CBA. Hours worked beyond the normal SRO work schedule as part of patrol or other non-SRO duties shall be compensated also as provided for in Article 13.4 of the CBA.

The City will track each type of compensatory time accumulation separately (i.e., compensatory time accumulated from SRO work v. compensatory time accumulated from any other assignment).

Compensatory time accrued pursuant to this MOU should be applied to the 26 holiday/student non-attendance days for each school calendar year.

Vacation and compensatory time off outside of the 26 scheduled holidays during the school calendar year will be subject to the pre-approval of the district lieutenant or his/her designee.

During the summer break when the SRO's school is not in session, the SRO will be reassigned to the Patrol Division (day-shift hours) or other assignment as mutually agreed upon.

- (1) Officers assigned as SRO's shall be allowed to bid for and obtain vacation during the summer months when school is not in session without having to compete against any other officers, including other SRO's. Vacation taken by SRO's during the summer does not affect the number of other officers that are allowed to be off that day.

In the event that fewer members of the Guild volunteer for the

position of SRO than vacancies exist, the City may assign a member to the position of SRO consistent with provisions of the current CBA, 4/10 work schedule. In the event that a member is assigned to the position of SRO, that member may choose to work as an SRO under the terms of this Article. In the event that he/she declines to work under the provision of this Article, he/she will be assigned a 4/10 work schedule.

F. Bike Patrol Officer

For employees assigned as a Bike Patrol Officer, the normal work week shall be based on the 5/4, 5/4, 5/5 patrol schedule, with a 1/2 hour paid lunch included.

In order to meet the operational needs of the unit, members assigned to Bike Patrol will generally be deployed to provide coverage at hours of heightened pedestrian traffic as follows:

From March 1 through October 31: Supplemental Swing Shift (i.e., Early Swings); However, a set start time for early swing shift hours shall be established prior to the officers beginning work on March 1st and shall not change until November 1st unless mutually agreed upon by the employer and employee.

November 1 through the end of February: Days (hours defined in Section 11.4 of the CBA)

Hours worked outside of the Bike Patrol Officer's scheduled shift shall be compensated pursuant to Article 13 of this agreement.

Bike Patrol Officers will be assigned to a patrol beat and directly report to a patrol shift supervisor. Accordingly, Bike Patrol Officers supplement patrol staffing and shall not be included in the calculation of mandatory minimum staffing for their assigned squad nor will they compete against other officers assigned to a patrol squad for Vacation/PDQ.

Bike Patrol Officers will generally be assigned in 2-Officer teams. When absences prevent a Bike Patrol Officer from deploying as a member of a 2-Officer team, he/she will be given the option of deploying in a patrol car in lieu of individually on a patrol bike.

11.4 The following provisions shall apply in Patrol:

A. The shift hours will be as follows:

Days Swing Graveyard

0600 hrs. to 1630 hrs.

1500 hrs. to 0130 hrs.

2000 hrs. to 0630 hrs.

Supplemental swing shift beginning between 1000 and 1200 hours; and ending between 2030 and 2230 hours.

B. Shift Bid

Members who are or will be assigned to Patrol as of January 1 of the bid year will be given an opportunity to bid for shifts for the following calendar year. Each bid will specify the officer's desired shift, letter day and precinct for two consecutive six month periods (one year total period) within the same letter day and precinct. Each officer will remain in one precinct for the twelve month period unless transfer to another precinct is approved by the Employer. The Guild will complete the bid process by November 1st and the following year schedule shall be finalized and posted by December 1st.

Assignments will be made based on seniority in class based on date of hire (date of promotion in the case of corporals and sergeants), subject to the Employer's right to assign members to shifts, letter days or precincts other than the officer's preferred shift, letter day or precinct because of business necessity such as, but not limited to, accommodation of career development or responding to performance issues.

Members may trade shifts, letter days or precincts assigned through this shift bidding process due to extenuating circumstances, subject to the Employer's approval. Members may also be allowed to exchange work days with other members when the change is not detrimental to the best interest of the police department as determined by the Employer.

11.5 In emergency circumstances, or to accommodate training, the chief may temporarily revise work schedules.

11.6 On mutual agreement of the employees involved and the employer, the normal assigned work week and/or hours of work may be adjusted for temporary assignments of up to 90 days when consistent with operational needs of the department. Assignments of longer than 90 days shall be a mandatory subject of bargaining.

11.7 Each employee shall be given a twenty (20) minute rest period in the first half of the working shift, and a twenty (20) minute rest period in the last half of

the shift, and a % hour paid lunch period. All employees are subject to call during such periods.

11.8 Vacation Accessibility

B. Competing Groups

- (1) Sergeants will compete, across precincts, for vacation and leave accessibility with Sergeants assigned to their same shift;
- (2) Corporals and officers will compete within their own squad for vacation and leave accessibility.

C. Vacation Requests of One Workweek or Less:

- (1) For sergeants, seniority in grade will be the determining factor for all requests submitted prior to February 15th of each year. Vacation requests submitted before this date will be given priority over training requests.
- (2) For corporals and officers, departmental seniority will be the determining factor for all requests submitted prior to February 15th of each year. Vacation requests submitted before this date will be given priority over training requests.
- (3) Within each of the competing groups, vacation requests received on or after February 15th will be considered on a first come, first served basis.

D. Long-Term Vacations/Special Events:

- (1) Vacation requests of three workweeks or greater must be approved by the Precinct or Division Commander.
- (2) The Chief of Police or his or her designee must approve vacation requests for July 4th.

E. Compensatory Time Off

- (1) The standard for vacation accessibility outlined in Section 11.8C will apply for use of compensatory time, unless otherwise specified in this section.
- (2) Members may schedule compensatory time off only when the Employer can maintain adequate staffing without an overtime call back.

F. Shift Trades or Reassignments Affecting Previously Scheduled Vacations:

- (1) It is the responsibility of officers who request such trades to contact their supervisors and make appropriate arrangements to eliminate payment of overtime for vacation coverage. Supervisors may deny or modify previously approved vacation in order to accomplish adequate squad and/or shift coverage.
- (2) In the event officer(s) are administratively reassigned, pre-approved vacation will be honored.

G. Other Leave Requests:

- (1) All other categories of personal leave will be handled in accordance with current language in this agreement

11.9 Patrol Staffing

- A. Each patrol squad may have two Police Officers/Corporals off on pre-approved leave at any time except that:
 - (1) A supplemental shift squad that is staffed with five (5) or fewer Police Officers/Corporals may have one Police Officer/Corporal off on pre-approved leave at any one time. Additional supplemental shift Police Officers/Corporals may be allowed off on pre-approved only upon approval of the precinct Lieutenant or Commander.
- B. Precinct Command Staff will be notified when mandatory pre-approved time off requests conflict (military leave, family leave, etc.). Command Staff will deal with such conflicts on an individual basis.
- C. Patrol Supervisory Staffing:
 - (1) City-wide, there will be at least two patrol Sergeants on duty at all times.
 - (2) Only one patrol sergeant per shift may be on pre-approved leave at any given time unless approved by the Precinct Commander.
 - (3) When a squad sergeant is on pre-approved leave, the squad corporal may act as supervisor, pursuant to C.1.
 - (4) If the squad sergeant is on pre-approved leave, and no corporal is available from the affected squad, payment of overtime to another sergeant or corporal will be authorized to ensure the presence of adequate supervision.
 - (5) If necessary to hire a supervisor on an overtime basis, the

overtime shall only be for those times when there is no supervisory coverage.

11.10 Compensation for Travel

Guild members whether driver or passenger in a vehicle in travel status for City directed business, training or conferences shall be compensated as follows:

- A. All time spent in Travel Status shall count hour for hour for the members regular assigned work regardless of the day, or time of day during which the travel occurs. As used herein, the term "travel Status" shall include reasonable time spent checking in and awaiting public transit, time spent actively traveling, time spent retrieving baggage and/or Department owned equipment or Department authorized duty weapons, and time spent traveling between the destination airport and destination hotel. The intent is to account for travel time to destination to include such occurrences as reasonable waiting time for the airplane or meal breaks for long trips, not personal detours while traveling to a destination.
- B. Training Time shall count hour for hour for the member's regular assigned work. As used herein, the term "Training Time shall include time spent actually attending City directed business, training or conferences.

Examples of A and B: An officer travels to the Washington State Basic Law Enforcement Academy Their time driving to the Academy shall be compensable regardless of the day, or time of day they drive to the Academy. All of the time the officer spends in class at the Academy shall be compensated hour for hour just as regular work hours. Time spent in the dorms in the evenings and weekends will not be compensated. If the officer chooses to come home before the end of the academy on a weekend, this time will not be compensated. The officer's return trip home upon completion of the academy will be compensated hour for hour just as regular work hours. Unless otherwise preapproved by the Office of the Chief, the intent is to account for one roundtrip for the course regardless of the length of the course.

Recognizing travel by airplane requires time to check-in before the flight, and time to gather belongings and travel to a destination, generally this would be up to two (2) hours before and up to one (1) hour after a flight, barring unusual circumstances. Unusual circumstances should be documented in Telestaff, email or department memorandum by the officer in travel status (e.g., flight delay, traffic crash, etc.).

- C. If a member's Travel Status plus Training Time exceeds their regular work week, the member shall work with their chain of command to flex their time to the extent practicable; provided, the parties recognize that occasionally due to the timing of applicable Fair Labor Standards Act ("FLSA") periods, it may not be practicable to flex time. In such cases, the member shall be entitled to overtime to the same extent otherwise allowed by this Agreement.
- D. If a member's Travel Status plus Training Time is less than their regularly scheduled work week, the member will be given one or more of the following options in an effort to afford them an opportunity to receive a full paycheck:
 - (1) Use of Vacation Time;
 - (2) Use of Comp Time; and/or
 - (3) An opportunity to work additional hours to the extent possible within the same FLSA period.

Members who wish to work additional hours within the same FLSA period to make up the difference between their current hour worked and regular weekly hours shall coordinate with their chain of command to request appropriate work such as: (a) assignment to an extra patrol shift; (b) case management; (c) policy review; or (d) other productive work, as directed by Department needs and the member's regular work assignment.

11.11 Critical Incident Leave and Employee Work Schedules

Employees placed on Critical Incident Leave by the City of Vancouver after a Use of Force Incident will remain on their regularly assigned schedule and shift, for the duration of their Critical Incident Leave. They will also continue to receive all of the shift differential and compensation outlined in the CBA they received prior to the incident.

Employees on Critical Incident Leave will not be paid overtime to attend criminal or administrative interviews, appointments with a psychologist, critical incident stress debriefs, or weapons qualifications. If these activities fall outside their regularly scheduled work hours, the employee will adjust their schedule to attend them at their normal hourly rate of pay.

11.12 Definitions

The following definitions shall apply to this Article.

District or Beat: A specific geographical area within a precinct.

Letter day: "A" and "B" letter days, which generally work on opposite days off within the current patrol schedule.

Pre-Approved Leave: Anticipated time-off requested by an employee and granted by a supervisor, in accordance with departmental policies and this agreement (Article 14 - Paid Days Off [PDO]; Article 15 - Other Leave Benefits), and for training. Pre-approved time off includes time-off for reasons such as vacation, compensatory time-off, training, etc.

Precinct: A specific geographical area within the City of Vancouver within which police functions are carried out.

Shift: A period of time (e.g., Day shift, Swing shift, Supplemental swing shift, Graveyard shift) during which police activities are conducted department-wide.

Shift Overlap: That period of time during which two patrol shifts' work hours coincide.

Squad: A group of police personnel, to include supervisors and officers, which function together to provide police services within a specific precinct.

Supervisor. Typically a police sergeant, or corporal. A shift supervisor shall not be scheduled for a district or beat assignment, and shall not work as a Field Training Officer.

12. Rates of Pay

12.1 The regular hourly rate of an employee on a forty (40) hour work week will be his or her monthly regular rate multiplied by twelve (12) months and divided by two thousand eighty (2080) hours. This rate multiplied by eight (8) hours will be the daily regular rate; multiplied by forty (40) hours will be the weekly regular rate; and multiplied by one hundred and seventy-three and three-tenths (173.3) hours will be the monthly regular rate.

12.2 The regular hourly rate of an employee on the 5/4 schedule will be his or her monthly rate multiplied by 12 months and divided by 2047.5 hours. For employees working the 5/4 - 5/4 - 5/5 work schedule, there shall be a 28 day work period for purposes of FLSA.

12.3 The employee's regular rate for purposes of computing overtime compensation will be the sum of the employee's regular hourly rate plus any premiums required to be included in the regular rate by the Fair Labor Standards Act.

12.4 Regular monthly rates of pay will be as set forth in Appendix A.

12.5 Any employee who works on swing shift as defined in Article 11 shall be given a shift differential of twenty-five cents (\$0.25) per hour for each hour worked. Any employee who works on graveyard shift as defined in article 11 shall be given a shift differential of thirty-five cents (\$0.35) for each hour worked. Shift differential premium pay shall be included in paid days off (other than short-term disability) and compensatory time off based on the employee's specific shift assignment.

12.6 For entry level police officers, step increases granted by the Employer will be made effective on the adjusted service date of the employee's successful completion of basic academy training and annually thereafter.

For lateral entry police officers step increases granted by the Employer will be made effective on the adjusted service date of the employee's hire.

For employees promoted to the position of corporal or sergeant, step increases granted by the Employer will be made effective on the adjusted service date of the employee's promotion.

12.7 Any increase in wages shall be calculated at the top step of the salary range. The steps of each salary range will be determined by calculating backwards from the top step to establish a 5% differential between each step of the salary range. All salaries shall be rounded to the nearest whole number.

12.8 Sworn officers who are assigned as a Field Training Officer (FTO) to train entry level, lateral entry or Reserve police officers will be compensated an additional 5% of base pay for each hour directly supervising a student officer.

12.9 An employee promoted to the rank of Sergeant shall be placed on the salary schedule as outlined below:

From Officer to Sergeant - Step 5

From Corporal to Sergeant - Step 6

12.10 Out of Class Pay

Out of class pay is intended to compensate employees for temporarily taking on responsibilities and/or performing the full range of activities of a higher-level classification, without significant supervision. An employee will be paid either five percent (5%) above his/her current rate of pay, not to exceed the top of the range of the assignment, or the entry rate of the out-of-class assignment, whichever is higher, when a manager assigns duties and responsibilities that are typical of a higher classification for a period of at least eighty (80) hours. The pay shall be retroactive to the first hour of the assignment. For employees in FLSA exempt positions,

the five percent (5%) will be added to pay and for FLSA non-exempt positions the five percent (5%) will apply only to hours worked. Out-of-class situations will be reviewed for reassignment of work or reclassification at six (6) month intervals.

13. Overtime Pay

13.1 In the event the need for overtime should arise in the police department, the employee working overtime shall be paid at one and one-half (1 1/2) times his or her regular rate of pay as defined in section 12.4 of this agreement.

13.2 Overtime pay will start any time an employee is required to work beyond the end of his or her shift and will be paid to the nearest quarter hour.

13.3 The established work week for officers is outlined in Article 11.1.

13.4

A. Except as provided in 13.4B, any employee working on his or her first day of rest, or his or her first and second days of rest in the case of employees who have three consecutive days of rest, shall be compensated at one and one-half (1 1/2) his or her regular rate of pay; provided such work must be scheduled before 11:00 p.m. the day before the proposed work or before the end of the last shift worked before the proposed work, whichever is later. Any employee required to work on his or her last day of rest shall be compensated at double his or her regular rate of pay.

B. For Patrol officers working the 5/4 - 5/4 - 5/5 schedule:

Any employee required to work on his or her first or last day of rest shall be compensated at one and one-half (1 1/2) his or her regular rate of pay.

Any employee required to work on his or her second or third day of rest, or his or her second, third or fourth day of rest in the case of employees with five consecutive days of rest, shall be compensated at double his or her regular rate of pay.

C. With the Employer's approval, employees may volunteer to work on days of rest that would require compensation at double the regular rate of pay per 13.4A and 13.4B. By so volunteering, employees shall be compensated at one and one-half (1 1/2) the regular rate of pay.

13.5 Compensatory Time

Employees may accrue compensatory time off in lieu of overtime compensation. Compensatory time off shall be accumulated at the same rate as overtime compensation would have otherwise been paid (i.e., time and one-half generally, except for work on the employee's second day of rest, or third day of rest for employees with three consecutive days of rest). Employees may not accumulate compensatory time off in excess of ninety (90) hours. Employees will be allowed to use accrued compensatory time off subject to the restrictions for such use established under the Fair Labor Standards Act.

The provisions regarding scheduling compensatory time off are included in Section 11.8.

13.6 Callback Pay

Callback pay shall be paid only under the following circumstances:

- A. On a day already worked or to be worked: If the employee has completed his or her regular shift and is required to work other than an extension at the beginning or end of his or her shift. Shift extensions are defined as follows and will be compensated as defined in 13.1:
 - (1) Beginning of shift - If scheduled eight (8) or more hours before the start of the proposed work, and starting time is within three (3) hours of normal shift starting time;
 - (2) On the way to work - if conducting official department business with supervisory approval within one-half (1/2) hour or less before normal shift starting time;
 - (3) End of shift - If notification is made one-half (1/2) hour or less after normal shift ending time.
- B. On days of rest: If not scheduled eight (8) or more hours before the proposed work.
- C. Callback pay shall be paid at the rate of double the regular rate of pay for a minimum of three hours, during which time the Employer may provide and require work of the employee called back.

13.7 Standby Time

Whenever, in the opinion of the Employer and at the express direction of the Employer, it becomes necessary due to an emergency situation that members of the Guild are placed on standby while off duty, the following will apply:

- A. Those employees who are scheduled to work or who have completed a scheduled work day shall be placed on standby first.

Those employees who are on scheduled days off shall be placed on standby next, if required.

Those employees who are on vacation days off shall be placed on standby next, if required.
- B. Any employee called from standby to duty shall be paid under the provisions of 13.1 - 13.4 above.
- C. Any employee on standby shall be paid \$2.50 per hour for such standby.
- D. Movements of employees on standby pay status are normally not unreasonably restricted, provided they can be reached by telephone or other communications device and be able to respond to a call within one hour of being so notified. In the event that employees are restricted to a specific location, such time will be considered hours worked and is subject to the provisions of 13.1 - 13.6 and 13.8 of this article, as they may apply.

13.8 Court Appearances

- A. Except as provided in 13.8B, court appearances scheduled on an employee's first day of rest, or first and second day of rest for those employees who have three consecutive days of rest, will be paid at one and one-half his or her regular rate of pay for a minimum payment of three hours. Court appearances on the last day of rest will be paid at double the regular rate of pay for a minimum payment of three hours.
- B. For Patrol officers working the 5/4 - 5/4 - 5/5 schedule:

Court appearances scheduled on an employee's first or last day of rest will be paid at one and one-half the regular rate of pay for a minimum payment of three hours.

Court appearances scheduled on an employee's second or third day of rest, or his or her second, third or fourth day of rest in the case of employees with five consecutive days of rest, will be paid at double time his or her regular rate of pay for a minimum payment of three hours.
- C. Court appearances during off-duty hours of a scheduled day of

work shall be compensated at the rate of one and one-half the regular rate of pay for a minimum payment of three hours.

14. Paid Days Off

14.1 Each employee shall be granted paid days off to be used during the year for vacation, illness, holidays, or personal business time off. Bereavement leave and military leave shall be separate and as specified in 15.2 and 15.3 below. Paid days off are accrued in accordance with the following schedule.

PAID DAYS OFF (PDO) ACCRUAL SCHEDULE

During Years of Service	Accrual Rate Per Month (Hours)	Maximum Accrual (Hours)
1	14.00	336
2-5	19.50	468
6-10	21.50	516
11-15	23.50	564
16-20	25.50	612
21+	27.50	660

Effective January 1, 2007, paid days off are accrued in accordance with the following schedule:

During Years of Service	Accrual Rate Per Month (Hours)	Maximum Accrual (Hours)
1	14.00	336
2-5	19.50	468
6 - 8	20.50	492
9 -12	21.50	516
13 -15	22.50	540
16 -20	25.50	612
21+	27.50	660

Any member who is accruing more hours per month than on this new PDO accrual schedule on January 1, 2007 will remain at the then current accrual rate until an increase would be required by this new accrual schedule.

14.2 Monthly accrual rates for employees working a 5-4/5-4/5-5 schedule shall be 1.21 hours per month less than those set forth in 14.1 above. Maximum accruals shall be as set forth in 14.1 above.

Effective January 1, 2007, monthly accrual rates for employees working a 5-4/5-4/5-5 schedule shall be 2.21 hours per month less than those set forth in 14.1 above.

Maximum accruals shall be as set forth in 14.1 above.

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

14.4 Eligible employees may sell back up to 60 accrued and unused PDO hours during each calendar year.

14.5 Upon separation from employment, an employee shall be paid for all earned and accrued paid days off at the employee's rate of pay defined in section 12.

14.6 Employees must notify the Employer as soon as possible in the case of unforeseen illness or emergency and request appropriate leave. Holidays and personal business time off must be approved by the appropriate supervisor as established by department rules. Normally, at least five working days advance notice of the absence will be required unless mutually agreed upon shorter notice is provided. Vacation scheduling shall be in accordance with established departmental rules and regulations.

14.7 Holidays

The following days are recognized as "legal" holidays for which time off is to be granted as provided for in Article 14 above.

New Year's Day - January 1
Presidents' Day - Third Monday in February
Memorial Day - Last Monday in May
Independence Day - July 4
Labor Day- First Monday in September
Thanksgiving Day - Fourth Thursday in November
The day immediately following Thanksgiving Day
Christmas Day - December 25
One additional holiday employee's choice *

One additional holiday employee's choice *

*** This additional holiday has been included in the paid days off accrual described under article 14.1 above.**

14.8 In Lieu of Holiday Overtime Pay

Recognizing that paid days off concept eliminates the obligation of the Employer to pay overtime for holidays worked, 2.4% of regular rates for classifications as set forth above shall be paid as compensation for and in lieu of said pay for holiday overtime.

15. Other Leave Benefits

15.1 Leave Without Pay

All leave without pay will be handled in compliance with the City's Leave of Absence Without Pay policy dated May 2008, revised March 2011.

15.2 Bereavement Leave

A maximum of five working days bereavement leave shall be allowed when there is a death in an employee's immediate family. "Immediate family" is defined as spouse, domestic partner, child, mother, father, brother, sister or step family, aunt, uncle, niece, nephew, mother-in-law, father-in-law, son-in-law, brother-in-law, sister-in-law, grandparent, grandchild, and grandparent, grandchild of the spouse or member of the employee's immediate household. (It is understood that this policy extends to similar members of a domestic partner's family as detailed above.)

Bereavement leave in excess of five working days may be charged to paid days off with the approval of the chief. In addition, the use of a maximum of five (5) PDO's shall be allowed for bereavement of family members outside the immediate family.

15.3 Military Leave

The Employer abides by the provisions of the laws of the state of Washington, RCW 38.40.060, which stipulates that employees who are members of the National Guard or Federal Reserve military units are entitled to be absent from their duties for a period of up to twenty-one days with pay during each October 1 - September 30 year while engaged in the performance of ordered military duty and while going to or from such duty.

15.4 Family and Medical Leave

Family and medical leave shall be granted pursuant to the requirements of the Family and Medical Leave Act of 1993 and City of Vancouver policies.

16. Sick Leave

16.1 Inactive (Payoff) Balance

Balances in inactive sick leave accruals as of December 31, 1976, shall be

maintained as set forth below. Any member of the Guild covered by LEOFF who shall then retire at some future date shall be paid an amount to be computed as follows:

- A. Each month, the employee's attendance records shall be examined to determine total days on disability and sick leave.
- B. The balance of inactive sick leave shall be credited each month with an accrual of 10 hours to a maximum of 1024 hours.
- C. The days indicated in 16.1A shall be deducted each month from the balance in 16.1B to determine the balance to be paid off at retirement in accordance with sections 16.2 and 16.3 of this Article.
- D. Any inactive sick leave balance that is in excess of 1024 hours shall be maintained at that balance unless reduced as specified in sections 16.1A and 16.1B above. No accrual of hours occurs until the accrued balance drops below 1024 hours. If the balance drops below 1024 hours, accrual will begin on the basis of 10 hours per month to a maximum of 1024 hours.

16.2 Any employee hired before January 1, 1981, and retiring from the employer on account of age shall be paid a sum equal to ten percent (10%) of his/her accrued and unused sick leave if he/she has more than ten years of service with the employer, twenty-five percent (25%) if he/she has more than fifteen years of service with the employer, or fifty percent (50%) if he/she has more than twenty years of service with the employer. Time on disability pension shall be counted as used sick leave for the purpose of computing money due at retirement for accrued sick leave.

16.3 Any employee hired before January 1, 1981, with the years of service noted in 16.2, above, who leaves the employer in good standing for reasons other than retirement shall be entitled to one-half of the percentages stated in 16.2, above.

16.4 Short-Term Disability

- A. Effective January 1, 1978, employees hired after October 1, 1977 shall accrue 10 hours per month in a short-term disability leave account, to a maximum accumulation of 1,024 hours. Use of this leave is available as soon as they become available in their bank for illness or injury. Short-term disability leave accrued in a pay period cannot be used in the same period in which they are earned, i.e.

short- term disability leave accrued in the 1st through the 15th pay period cannot be used until the 16th through the end of the month pay period and so forth.

16.5 LEOFF -II Time Loss Guarantee

A. Duty-Related Injury Leave

- (1) In lieu of the statutory supplement described in RCW 41.04.500 et seq., the City will supplement the time loss payments received by employees who have suffered on-the-job injuries as follows:
 - The City will provide its supplement by paying the employee's base pay during a period of time loss. The City's supplement will begin on the first date an employee is entitled to time loss benefits under RCW, Title 51 and shall continue as long as the employee is receiving benefits under RCW, Title 51, up to a maximum of 6 months from the first date of time loss.
 - Employees receiving City's time loss supplement must, within ten (10) business days of receipt, sign over to the City all time loss payment checks provided by the City's insurance administrator and/or the State.
- (2) After this first six (6) month period, employees may supplement time loss payments, up to their normal monthly salary, from their employee's available leave accruals.
- (3) Employee benefits including health insurance premium contribution, STD and PDO accruals, and applicable pre-injury premiums (excluding those premiums paid on an hourly basis) will continue for the duration of the employee's employment.

B. Work-related disability shall be defined as:

- (1) That which is eligible for payment of benefit under the state's workers' compensation program excluding any disability which occurs during, and as a result of participating in, the basic police academy training program.
- (2) That which is incurred while off-duty, in response to a situation where such response is in accordance with

departmental policy.

- C. Employees disabled may be required to perform light duty work as assigned by the Employer as provided under the workers' compensation statute.
- D. The parties expressly agree that the benefits provided by this article exceed the benefits provided by Chapter 462, Laws of 1985 as allowed in Section 11 of the Act.

In the event the Washington State legislature modifies the provisions of the LEOFF Act for LEOFF-11 employees, this section shall be reopened for negotiations upon the request of either party.

16.6 Upon confirmation by the City that an illness or injury has rendered a Guild member unable, with or without reasonable accommodation, to perform one or more of the physical requirements of the job of police officer (e.g. bending, lifting, running) and medical documentation indicates that such limitation will continue for a reasonable duration, the Vancouver Police Department will identify appropriate light-duty work to assign such officer. The Parties recognize that generally such light-duty assignments will not exceed one (1) year and that this contractual provision is separate and distinct from any legal rights that Guild member may have under state and/or federal law.

17. Employee Insurance

17.1 Each employee shall receive a term life insurance policy in the amount of one times their annual salary, rounded to the nearest thousand dollars, not to exceed \$100,000, double indemnity, which premium will be paid by the employer. Employees may, at their option, purchase additional life insurance through the Employer's carrier.

17.2 Each employee with dependents will pay 10% of the actual medical insurance premium cost for the employee's dependents per month on a pre-tax basis.

17.3 In negotiation of the January 1, 2000 - December 31, 2002 agreement, the parties agreed to eliminate City paid long term disability insurance coverage in exchange for enhanced dental benefits.

17.4 Employees and their eligible dependents will have the option of selecting medical coverage from one of the Flexible Benefits Plans, as outlined in Appendix B.

17.5 In addition, all employees will have the option of participating in Flexible Spending Accounts (FSAs) for reimbursable medical costs, dependent care costs, or premium sharing costs.

17.6 The Employer has the right to select insurance carrier(s), provided, however, that at least two medical plans will be offered and that the aggregate schedule of benefits currently enjoyed will not be substantially changed.

17.7 The Employer shall provide liability insurance (or self-insurance) for Guild employees. Such insurance shall defend and indemnify employees against allegations arising from all acts or omissions occurring within the scope of the duties and responsibilities of the employee's employment. Such insurance or self-insurance shall also cover all costs, including attorney's fees, connected with proposed or threatened suits and negotiated settlements, provided that the city need not indemnify or defend the employee for any act found by the department to be dishonest, fraudulent, criminal or malicious, or for any suit brought against the employee by or on behalf of the city.

18. Medical Examinations

18.1 The Employer has the right to require periodic medical examinations (physical and psychological) of all employees covered by this agreement provided the examination is job related and consistent with business necessity. The Employer also has the right to require certification from a physician that an employee is physically and mentally able to return to work following a period of disability leave.

19. Retirement Plans and Deferred Compensation

19.1 All employees shall participate in the State of Washington Law Enforcement Officers and Fire Fighters Pension System.

19.2 Employees may participate, at their option and cost, in the deferred compensation programs provided by either the ICMA Retirement Corporation and/or the Washington State DRS Deferred Compensation Program.

19.3 Effective January 1, 1996, the City will match, up to a maximum of one percent (1.0%) of the employee's base salary, an employee's contribution to the deferred compensation program(s) offered by the City, such contributions subject to IRS limitations.

20. Training and Tuition Assistance

20.1 Training shall be scheduled by the Employer when such training is mandatory, and if the total training hours or total training and work hours for a particular day exceed the normally scheduled work day, with the exception of Basic Training Academy, then overtime provisions shall apply. If the training is voluntary on the part of the employee, then overtime shall not apply. In the case of Basic Training Academy, hours worked include only that time spent in actual class instruction. Study time and other personal time are not within the definition of hours worked.

20.2 Requests for tuition assistance to attend specialized individual training or academic training shall be processed in accordance with City policy.

21. Clothing Allowance

21.1 The Employer shall purchase and replace such clothing, uniforms, and other equipment as designated by the chief of police and shall make all necessary uniform replacements as the need arises. Members assigned to plain clothes duty shall be paid an annual allowance of \$550 as authorized by the chief of police and as approved by the city manager. The plain clothes allowance shall be paid within one (1) month of assignment on a pro-rated basis for the remainder of the calendar year and paid annually thereafter the first pay period of February.

21.2 Employees agree to maintain all clothing and equipment in good condition and not subject it to abuse beyond the regular call of duty. The Employer shall provide for each employee a standard service sidearm and two (2) standard sets of handcuffs which the employee will maintain and return to the Employer upon the termination of service. The Employer shall determine the standard service sidearm and handcuffs to be provided. If the employee chooses to carry other than the issued sidearm, the employee will return the issued sidearm when authorized to carry an alternative sidearm.

21.3 The city will replace or repair eye glasses and/or authorized personal items damaged or destroyed beyond normal wear and tear while on duty. Personal items will be authorized for purposes of this section if (1) the employee has notified the division commander in writing that he/she intends to carry the item on duty; and (2) the division commander has given authorization to carry the item. The Employer shall act upon the matter within twenty-one (21) calendar days from the date the personal item was brought to the division commander's attention. The employee shall assist the Employer in securing restitution or indemnification through the courts by the Employer. It is not the intent of this article to compensate for an employee's negligence and/or carelessness.

22. Mileage Allowance

22.1 All employees required by the Employer to use their private cars for official police department business, as directed by the Employer, shall be compensated at the mileage rate established by the Internal Revenue Service. Maximum use shall be made by the Employer of employer-owned vehicles in order to avoid use of employees' cars. Compensation shall not be made for employees traveling from home to work and return.

23. Annexation

23.1 It is understood and agreed that in the event of an annexation to the City

of Vancouver requiring a transition period to City public safety services, the City may, at its discretion, subcontract police services in the annexed area to the Clark County Sheriff's Office for a reasonable transition period in order to permit the orderly and safe transition of police services to the annexed area. No layoffs of bargaining unit personnel shall occur during the term of this Agreement as a result of any actions under this Article.

23.2 It is further agreed that should the City hire law enforcement officers laid off from another jurisdiction, which is enveloped in the annexation, such law enforcement officers shall have their length of service in the other jurisdiction applied toward their seniority with the City for lay off purposes, provided they are laid off by inverse seniority as contemplated by RCW 35.13.360-400 (1993 c 189 sections 2-6).

24. Substance Abuse Policy

24.1 In order to protect the health and safety of employees, co-workers and the public, the City and the Guild agree that the City may implement its Substance Abuse Policy dated January, 1999. If, during the term of this Agreement, the City adopts a different Substance Abuse Policy for other City employees, the Guild may, at its option, reopen this Article of the Agreement for the purpose of modifying the Substance Abuse Policy incorporated by this Article.

24.2 The City agrees to indemnify, defend and hold the Guild harmless from any liability arising from the implementation of the Substance Abuse Policy, including testing and discipline under that policy. The Guild agrees to indemnify, defend, and hold the City harmless from any liability arising from the Guild's actions in advising and counseling its members about testing and discipline under that policy.

24.3 This article does not waive any constitutional or other rights employees may have under state or federal law.

25. Violence Prevention in the Workplace

The Employer and the Guild agree that the City's Violence Prevention in the Workplace policy (dated May 2008) will be applied to Guild members. However, to invoke the search provisions of the policy, the City must first relieve the officer of duty because of reasonable suspicion of acts of violence as defined in the policy.

26. Educational Incentives

26.1 General Eligibility

Current active employees holding the rank of police officer, corporal, or sergeant

may participate, if eligible, in the incentive program as described in the following sections of this article. Benefits payable under the incentive program cease when an employee terminates, retires, or is on an extended leave of absence without pay for more than thirty (30) consecutive calendar days. Such benefits shall cease effective on the date of termination or retirement; or, in the case of extended leave of absence without pay, on the thirty-first day of absence. Pay will be reinstituted effective on the first day of the month next following the employee's return to work.

- A. To receive the second year award of 2.5% of base pay/month, the employee must:
 - (1) Have an associate degree from an accredited college or university in an eligible course of study; or
 - (2) Have completed 92 quarter hours or 54 semester hours and be currently enrolled in a bachelor's degree program at an accredited college or university in an eligible course of study.

To maintain eligibility for a second year award, an employee enrolled in a bachelor's degree program must furnish to the police chief and human resources director a copy of the official grade report at the end of each quarter or semester and must keep them apprised, in writing, of any circumstances which affect eligibility for educational incentive.

If the employer directs the employee to a work or training assignment that requires the employee to temporarily withdraw from school, payments shall continue under the educational incentive program during such assignment, provided the employee must re-enroll in school at the beginning of the quarter following termination of such assignment. If re-enrollment does not occur, benefits paid beyond the date such assignment ended shall be repaid to the city by the employee.

- B. To receive the fourth year award of 5% of base pay/month the employee must:
 - (1) Have a bachelor's degree from an accredited college or university in an eligible course of study.
 - (2) It is the employee's responsibility to assure that timely documentation of educational attainment is provided to the Office of the Chief in the form of an official college transcript or degree or both. Payment of incentive awards will begin effective the first day of the payroll period following the date

such documentation is provided.

- C. Only courses taken through schools accredited by or through the Council for Higher Education Accreditation (CHEA) will be accepted in determining eligibility for educational incentive.
- D. The employee's degree must be job-related or contribute to improved performance.
- E. Questions arising out of the administration of this program will be resolved by a committee consisting of the police chief and human resources director; however, this will not prevent an employee from seeking redress through the grievance procedure.

27. Performance Evaluations

27.1 Requirements for Evaluation

The performance of each member of the bargaining unit shall be evaluated three (3) months prior to the end of a probationary period following hire or promotion to evaluate progress toward successful completion of the probationary period and as follows:

- A. At the end of the probationary period and each January thereafter, supervisors will meet with employees to set career development goals for the upcoming year.
- B. Each July, supervisors will meet with employees to evaluate progress toward the established career development goals.
- C. Each January, supervisors will meet with employees to evaluate work performance for the previous year and whether established career development goals were accomplished.

The established career development goals, six (6) month evaluation and twelve (12) month evaluation shall be documented in the approved department format.

27.2 Evaluations shall be conducted by a supervisor who has observed in a supervisory capacity the employee's performance for twelve months. If this is not the case, the evaluator shall note and take into account the period of observation. If the immediate supervisor has less than six months of observation, the predecessor supervisor, if available and if he/she has observed the employee for more than six (6) months, shall make the evaluation. If the predecessor is not available, the commanding officer, in consultation with the immediate supervisor, shall conduct the evaluation. Standards of evaluation shall be made known to the bargaining unit and all evaluators.

Career development goals shall be set by the supervisor performing the evaluation for the previous year in collaboration with the supervisor for the upcoming year and the employee.

27.3 When a supervisor determines that an employee's performance needs improvement in any area, the evaluating supervisor(s) shall state the reason(s) and shall identify specific goals, instruction, training or other means for improving performance in that area.

27.4 After the evaluation is made, the employee shall be given a copy. The rating supervisor and the employee shall meet to discuss the evaluation. The employee may respond in writing and the response shall be attached to the evaluation.

28. Grievance Procedure

28.1 For purposes of this agreement, the term "grievance" means any dispute between the Employer, on the one hand, and the Guild or an employee, on the other, concerning the interpretation, application or alleged violation of any term of this agreement. For purposes of this Article, the term "employee" shall include both members of the bargaining unit and the Guild. The parties agree to make every effort to settle grievances at the earliest step possible.

28.2 Procedure

Grievances shall be processed in accordance with the following procedure:

Grievances shall be presented by the employee to his or her first level supervisor outside of the bargaining unit within 21 days of the date of the alleged violation of the agreement.

The written grievance shall include the following information:

- (1) A description of the grievance and how the employee(s) was/were adversely affected.
- (2) A statement of the section(s) of the agreement allegedly violated and the nature of the violation.
- (3) The date of the incident(s) grieved.
- (4) A description of the remedy sought by the employee(s).
- (5) Identity of the employees affected.
- (6) Specification of whether the grievance procedure should begin at step 1 or step 2.
 - a. For a grievance that involves discipline imposed by the Chief, the grievance may be initiated at Step 1 or Step 3.

- b. For any other grievance, the grievance may be initiated at Step 1 or Step 2.

The written grievance shall be signed by the employee.

Step 1: The parties will use an interest based problem solving process to resolve the issues identified in the grievance. The process will include all individuals necessary and with authority to reach a resolution. Any resolution of the grievance will be in writing and signed by the parties. If the parties agree that they are unable to resolve the grievance, the parties will outline the areas of disagreement in a memorandum.

The employee may advance the grievance to the next step by delivering the memorandum to the Office of the Chief at anytime within 21 days of filing the grievance. If the grievance is not resolved in 21 days, the grievance will automatically advance to step 2.

Step 2: If the grievance remains unresolved following step 1, the chief of police may meet with the employee and his or her Guild representative. The chief shall make a decision on the grievance, in writing, within 21 days of receipt of the grievance.

Copies of the chief's decision shall be mailed or emailed and delivered to the employee and to the Guild.

If the grievance involves a termination of employment, the employee may advance the grievance to Step 3. For all other grievances, the grievance may be advanced to Step 4.

Step 3: If the grievance remains unresolved after the chief's decision is rendered in step 2, the employee may deliver the grievance in writing to the city manager or his designated representative, with a copy to the Chief within fourteen (14) days after receipt of the decision reached by the Chief in Step 2. The City Manager or his designee may meet with the employee and Guild representative, the Chief of Police, and other directly involved individuals as determined by the City Manager or designee to be appropriate. The City Manager or his designee shall render his decision, in writing, within sixty (60) days of receipt of the grievance. The City Manager or his designee shall mail, email or deliver copies of his decision to the employee, the Guild, and the Chief of Police.

The parties shall select an arbitrator and schedule the arbitration hearing within the first thirty (30) days of the sixty (60) day period.

Step 4: If the grievance remains unresolved after the decision is rendered in Step 2 or Step 3, as applicable, the Guild shall decide whether the final step in the grievance procedure will be arbitration or civil service appeal.

The guild will provide the City with a written notice electing a final step within fourteen (14) days after the mailing, emailing or hand delivery of the decision.

28.3 If the grievance is submitted to arbitration, the parties shall attempt to mutually agree on a disinterested third party to serve as arbitrator. In the event the Employer and the Guild are unable to agree on an arbitrator, the arbitrator shall be selected by the process of elimination from a panel of seven (7) arbitrators furnished by the Public Employment Relations Commission (PERC) or the Federal Mediation and Conciliation Service (FMCS). The request to PERC or FMCS shall state the general nature of the issues raised by the grievance and ask that the nominees be qualified. The parties shall promptly strike from the list received. The first strike shall be determined by the toss of a coin. The decision whether to use PERC or FMCS will be by mutual agreement or determined by a toss of a coin.

28.4 The arbitrator shall consider and decide only the specific issue(s) submitted by the Employer and/or the Guild at the hearing, and shall have no authority to make a decision on any other issue not so submitted. The arbitrator shall have jurisdiction and authority only to interpret, apply or determine compliance with the agreement and shall not have jurisdiction to add to, detract from or alter in any way the provisions of this agreement. A decision within the jurisdiction of the arbitrator shall be final and binding upon all parties. The expenses and fees incumbent to the services of the arbitrator shall be paid by the losing party. Each party shall be responsible for compensating its own representatives and witnesses. Either party may cause a verbatim recording of the hearing to be made, provided it pays the cost of the record. If the other party desires a copy, the cost of the recording and preparation of a transcript shall be shared equally.

28.5 A grievance that involves or affects a significant number of the employees in the bargaining unit may be introduced by the Guild in written form to the chief of police under step 2 of the grievance procedure.

28.6 Provided the Guild has given the City Manager notice that it intends to file a grievance not more than 129 days after the officer was placed on administrative leave and meet with the City Manager upon request, the Guild may grieve the placement of an officer on administrative leave for more than 150 days. Such grievance will be heard on an expedited basis by Arbitrator [parties to agree on 3-5 arbitrators to list as this panel]. The Arbitrator with the earliest available hearing date will conduct the arbitration. The Arbitrator will be requested to issue an expedited, summary award. The Arbitrator's fees and expenses will be borne by the City if the officer is removed from administrative leave and by the Guild if the Arbitrator continues the administrative leave.

28.7 If a grievance is not advanced in accordance with the time limits set forth above, the grievance shall be considered waived or granted, unless the parties

mutually agree to extend the time limits for a given step.

28.8 Discipline Review Board

A Discipline Review Board will review all investigations that result in termination of employment. The review will be requested and performed at any time following receipt of a grievance and before a decision is reached by the City Manager or his designee. The Discipline Review Board, its review of any internal affairs investigation, and its recommendations will not be offered as evidenced in any grievance arbitration between the parties. Should either party offer such evidence, the arbitration hearing will be suspended and a new arbitrator selected to hear the grievance. The party making the offer will bear any additional arbitration fees and costs incurred.

29. Employee Discipline/Termination

29.1 No employee shall be disciplined except for just cause. The Employer may take disciplinary action by written reprimand, suspension, demotion, or discharge.

29.2 Employees shall be given an opportunity to review and comment upon all disciplinary letters or performance evaluations that are placed in their personnel files. Employees shall be requested to sign the disciplinary letter. Signature thereon shall not be construed as an admission of guilt or concurrence with the disciplinary action, but rather as an indication that the employee has seen and comprehends the nature of the disciplinary action. Copies of all disciplinary letters shall be given to the employee at the time the discipline is imposed. Notice of such disciplinary action shall be given to the Guild at the same time.

29.3 An employee suspended without pay may request to forfeit accrued paid days off on a day-for-day basis, in lieu of the suspension.

29.4 Disciplinary investigations shall be conducted in accordance with the department's IA program. Any changes in the IA program shall be developed jointly between the chief of police and the Guild's executive board.

30. Smoke-Free Work Environment

30.1 Policy

The city seeks to promote a safe, healthy and pleasant work environment for all employees. In response to increasing evidence from medical studies showing that tobacco smoke creates a health hazard for persons exposed to the smoke, all city facilities, including city-owned buildings, vehicles, individual employee offices, and offices or other facilities rented or leased by the city will be smoke free.

The City and the Guild have also agreed to a Vancouver Police Department policy dated October 21, 1999 establishing guidelines for the use of smokeless tobacco.

30.2 Procedure

- A. "No Smoking" signs will be posted at all city locations and all city employees will participate in creating a smoke-free environment. Ash receptacles will be placed in convenient locations for those employees who wish to step outside a building to smoke.
- B. The city will offer assistance and support to employees who wish to quit smoking or using smokeless tobacco by providing periodic stop smoking/using smokeless tobacco classes sponsored by the city's wellness program.
- C. Visitors to any of the city's facilities will be requested to comply with the city's efforts to maintain a smoke-free environment.

31. Use of City's Electronic Mail System

The Vancouver Police Officers Guild may use the City's electronic mail system to notify its members of Guild meetings.

- A. The number of notifications will be minimal, e.g., less than 10 per year.
- B. The actual message will be short, including notification of the date, time and place of the meeting; and an agenda for the meeting.
- C. Only Guild Executive Board members will have authority to send the e-mail messages.
- D. The e-mail messages will be notifications only, with no opportunity for reply to the message.
- E. Any messages sent over the City's electronic mail system are subject to City policies pertaining to its electronic communication system.

The City may terminate this the Guild's use of the electronic mail system with 10 days' notice if there is a violation of the terms outlined in this article, if the e-mail messages sent by the Guild create a problem for the computer system, or if the City is required to permit other businesses or non-profit groups to use its electronic mail system because of the Guild's use of the system.

32. Police Officer Bill of Rights

32.1 The City of Vancouver and the Vancouver Police Officer's Guild recognize the importance of a cooperative effort to ensure fairness to employees without unduly limiting the rights of management.

32.2 The Vancouver Police Officer's Guild believes that effective law enforcement depends upon the maintenance of stable employer-employee relations between police officers and their employers. In order to assure that stable relations are continued throughout the city and to further assure that effective services are provided to all residents of the city it is necessary that this document be applicable to, and strictly adhered to by all concerned parties.

32.3 Except as otherwise provided by law, or whenever on duty or in uniform, no police officer shall be prohibited from engaging, or be coerced or required to engage in political activity.

32.4 For the purpose of this Article, disciplinary actions means written reprimand, suspension, demotion or discharge as specified in Section 29.1 of this Agreement.

32.5 Transfer to Another Job Position - An employee may be temporarily removed from his or her job position or specialty assignment during the investigation and placed in another established position or a position created for the employee within VPD. This action is not disciplinary and will not result in a reduction or loss of wages. This may include directing a uniformed employee to work in civilian clothing. The employee must be returned to his/her job position or specialty assignment if the allegations are found not sustained, exonerated or unfounded unless the City has reasonable grounds not to return the employee to the position or assignment.

32.6 It is recognized that the use of deadly force is a traumatic experience. During investigations regarding deadly force, officers shall provide sufficient information so as not to hinder the investigation or obstruct the securing of the scene or apprehension of suspects. However, any written statement or detailed oral statement shall be obtained after the subject officer is advised of his/her rights and allowed to consult with a Guild representative or attorney. Such consultation shall not unduly delay the giving of the statement.

32.7 Interviews

When any police officer is questioned pursuant to VPD Internal Affairs Investigations Policy the interview shall be conducted under the following conditions. Provided that this section shall not apply to situations such as any interview of a police officer in the normal course of duty, counseling, instruction, or informal verbal admonishment by or

other routine or unplanned contact with a supervisor or any other police officer, nor shall this section apply to an investigation concerned solely and directly with alleged criminal activities.

- A. The interview will be conducted at a reasonable hour, preferably at a time when the police officer is on duty, unless the seriousness of the investigation requires otherwise or there is a mutual agreement to conduct the interview during off duty time. If the interview does occur during off-duty time, the police officer shall be compensated for any off-duty time in accordance with this Agreement.
- B. Employees shall be given at least 24 hours notice of scheduled interview times unless this delay in conducting the interview would jeopardize the successful completion of the investigation. The notice will advise the employee whether he is being interviewed as a witness to or subject of the investigation.
- C. The officer under investigation shall be informed of the nature of the investigation prior to any interview and given information necessary to reasonably apprise the officer of the specific allegations, conduct or incident under investigation.
- D. At the start of the interview the officer shall be informed of the rank, name and command of the officer in charge of the interview, the officers conducting the interview, and all other persons to be present during the interview. All questions directed to the officer shall be asked by and through no more than two interrogators at one time.
- E. The length of the interview shall be for a reasonable period of time taking into consideration the gravity and complexity of the issue being investigated. The officer shall be allowed to take reasonable breaks during the interview process.
- F. The officer shall not be subjected to offensive language or threatened with punitive action except that an officer refusing to respond to questions or submit to questioning shall be informed that failure to truthfully and fully answer questions that are specifically and directly related to the allegations, conduct, incident, their duties, or their fitness for duty may result in disciplinary action.
- G. No promise of reward shall be made as an inducement to answering any question.

- H. No statement made during an interview by an officer under unlawful duress, coercion or threat of punitive action shall be admissible in any subsequent proceeding between the City and the Guild. No such statement shall be admissible or discoverable in any other civil proceeding except as required by law.

32.8 Guild Representation

- A. Officers have a right to have a Guild representative, who may be a Guild attorney, present during the interview. Officers who reasonably believe that an interview might result in discipline have a right to union representation by a Guild member or attorney. The City will provide the Guild with a copy of the notice of investigation given any officer when the notice is given the officer.
- B. Officers who are witnesses in an Internal Affairs investigation may also have a Guild representative (Guild member or Guild attorney). The representative may assist and counsel the employee and reasonably assure that the employees' rights are protected, including making brief, non-argumentative objections to questions asked. The representative will not disrupt the interview or prevent the investigator from obtaining the employee's truthful testimony. If the representative wants to make an extended argument or some other statement, he will wait until the end of the interview to do so.
- C. The representative shall not be a person subject to the investigation or a witness in the investigation. The representative, if not an attorney, shall not be required to disclose, nor be subject to any punitive action for refusing to disclose, any information received from the officer under investigation for non-criminal matters.

32.9 The complete interview of a police officer may, consistent with applicable laws, be recorded by an audio taping device. If a tape recording is made of the interview, the police officer shall have access to the tape if any further proceedings are contemplated or prior to any further questioning at a subsequent time. If any transcription of the interview is made, the officer shall, upon request, be provided a copy without cost. The police officer being questioned shall have the right to bring a tape recording device and record any and all aspects of the interview.

32.10 No police officer shall be compelled to submit to a polygraph examination or voice stress analyzer against his or her will. No disciplinary action or other recrimination shall be taken against an officer refusing to submit to such examination, nor shall any comment be entered anywhere in the investigator's notes or anywhere else that the police officer refused to take such examination, nor shall any testimony or evidence be admissible at a subsequent hearing, trial,

or proceeding, judicial or administrative, to the effect that the police officer refused to take such examination.

32.11 No police officer shall be required or requested to disclose any item of his or her property, income, assets, source of income, debts or personal or domestic expenditures, nor shall any officer be compelled to provide medical and/or laboratory information to investigators unless such information is obtained or required under this Agreement, state law or proper legal procedure.

32.12 No police officer may be disciplined for alleged misconduct if the City has known of the allegations for more than 12 months provided:

- A. That this 12-month limitation period shall apply only if the act, omission, or other misconduct occurred on or after January 1, 2015. In the event that the City determines that discipline may be taken after January 1, 2015, it shall complete its investigation and notify the officer of its proposed discipline by written notice, except as provided in paragraph (8).
- B. The City shall not be required to impose the discipline within that one-year period:
 - (1) If the act, omission, or other allegation of misconduct is also the subject of a criminal investigation or criminal prosecution, the time during which the criminal investigation or criminal prosecution is pending shall toll the one-year time period.
 - (2) If the public safety officer waives the one-year time period in writing, the time period shall be tolled for the period of time specified in the written waiver.
 - (3) If the investigation is a multijurisdictional investigation that requires a reasonable extension for coordination of the involved agencies.
 - (4) If the investigation involves more than one employee and requires a reasonable extension.
 - (5) If the investigation involves an employee who is incapacitated or otherwise unavailable.
 - (6) If the investigation involves a matter in civil litigation where the public safety officer is named as a party defendant, the one-year time period shall be tolled while that civil action is pending.

- (7) If the investigation involves a matter in criminal litigation where the complainant is a criminal defendant, the 12 month time period shall be tolled during the period of that defendant's criminal investigation and prosecution.
- (8) If the investigation involves an allegation of workers' compensation fraud on the part of the public safety officer.
- (9)
 - a) Where a predisciplinary grievance procedure is required or utilized, the time for this response or procedure shall not be governed or limited by this chapter.
 - b) If, after investigation and any grievance response or procedure, the City decides to impose discipline, the public agency shall notify the officer in writing of its decision to impose discipline, including the date that the discipline will be imposed, within 30 days of its decision, except if the public safety officer is unavailable for discipline.
- (10) Notwithstanding the 12-month time period specified in this section, an investigation may be reopened against a public safety officer if both of the following circumstances exist:
 - a) Significant new evidence has been discovered that is likely to affect the outcome of the investigation.
 - b) One of the following conditions exist:
 - i) The evidence could not reasonably have been discovered in the normal course of investigation without resorting to extraordinary measures by the City.
 - ii) The evidence resulted from the officer's predisciplinary grievance or procedure.

32.13 No police officer may be disciplined solely because that officer's name has been placed on a Brady list or because that officer's name may otherwise be subject to disclosure pursuant to Brady v. Maryland, 373 U.S. 83 (1963) provided that a police officer may be disciplined based on the underlying acts or omissions for which that officer's name was placed on the Brady list or may otherwise be subject to disclosure pursuant to Brady v. Maryland. Further, nothing within this section shall prevent the City from terminating an employee who can no longer perform the essential functions of his/her job.

32.14 City property and systems, including but not limited to, vehicles,

32.15 computers, telephones, office furniture and lockers, are the sole property of the City. The City reserves the right to search such property and systems when reasonable suspicion exists that a law or city policy has been violated, provided that such searches shall be conducted in compliance with applicable laws.

32.16 The employer shall not cause the officer under investigation to be subjected to visits by the press or news media without his or her express consent nor shall his or her home address or photograph be given to the press or news media without his or her express consent or unless required by law.

32.17 The officer shall be entitled to review the complete final investigation file as provided in VPD Internal Affairs policy.

32.18 All information regarding the investigation, including the tape and any transcription of the tape shall be subject to the confidentiality provisions of the VPD Internal Affairs Policy.

32.19 If the City refers an allegation to an outside agency for a criminal investigation or to a Vancouver detective for criminal investigation, the officer will be promptly notified of this action unless notification would jeopardize the successful completion of the criminal investigation.

32.20 Nothing in this document shall preclude the Chief of Police from ordering a police officer to cooperate with other agencies involved in criminal or internal affairs investigations of a VPD member or of an employee of another law enforcement agency. If an officer fails to comply with such an order, the Department may officially charge him or her with insubordination.

32.21 No police officer shall have documentation of disciplinary action placed in his or her personnel file, or any other file used for any personnel purposes by the City without the police officer having an opportunity to read and sign the document. Except that, the documentation may be placed in a personnel file if the officer refuses to sign it. If an officer refuses to sign, the fact should be noted on the document and signed or initialed by such officer. The City will purge all records of employee discipline from personnel files and PSU files, excluding those records subject to a litigation hold, as soon as permitted by Washington law and pursuant to City Ordinances and Policies.

32.22 No police officer shall be subjected to disciplinary action, denied promotion, or subjected to other recrimination because of the lawful exercise of the rights granted under this agreement, or the exercise of any rights under any existing administrative grievance procedure.

32.23 In the event the Employer offers a police officer the option of resigning in lieu of discipline, the Employer will notify the Guild that the offer has been made and the Employer will allow the police officer up to seven days to consider the

option.

32.24 The City shall not deny or refuse any police officer the rights and protections guaranteed to them by this document.

32.25 Disputes concerning the Police Officer Bill of Rights may be resolved according to the grievance procedure specified by this Agreement.

33. Contract Interpretation

33.1 The Employer and the Guild agree that past practices that are mandatory subjects of bargaining and are not specified by this agreement but known by both the Guild and the Employer shall remain unchanged.

33.2 The intention of the parties to this agreement is that this agreement and all working agreements shall be consistent with the Personnel Regulations of the Vancouver Municipal Code (Chapter 2.45). Where it is found that the provisions of this agreement are in conflict with the Personnel Regulations, the agreement shall be deemed controlling. The language of the agreement shall be the basis for recommending an amendment to the Regulations.

33.3 If any article of this agreement should be held invalid by operation of law or by any court of competent jurisdiction or of compliance with or enforcement of any article should be restrained by such court, the remainder of this agreement shall not be effected thereby and the parties shall enter into immediate collective bargaining negotiations for the purpose of arriving at a mutually satisfactory replacement for such article.

33.4 The parties acknowledge that each has had the unlimited right and opportunity to make demands and proposals with respect to any matter deemed a proper subject for collective bargaining. The results of the exercise of that right and opportunity are set forth in this agreement. Therefore, the Employer and the Guild for the duration of this agreement each voluntarily and unqualifiedly agree to waive the right to oblige the other party to bargain with respect to any subject or matter specifically discussed during negotiations or covered in this agreement unless mutually agreed otherwise.

34. Termination and Renewal

34.1 This agreement is effective January 1, 2020, and shall remain in full force and effect through December 31, 2022.

34.2 Pursuant to the provisions of RCW 41.56, the Employer agrees to commence negotiations with the Guild not later than June 1, of the expiration year, provided the Guild notifies the Employer, in writing, no later than May 1, of its intent to reopen the agreement and commence negotiations to modify wages, hours, and other terms and conditions of employment for the employees

covered by this agreement.

VANCOUVER POLICE OFFICERS GUILD
Rates of Pay

Effective January 1, 2020 through December 31, 2020

Effective January 1, 2020 increased 4%.

SALARY SCHEDULE - January 1, 2020 through December 31, 2020									
	RANGE	TYPE	RECRUIT	STEP	STEP	STEP	STEP	STEP	STEP
JOB CLASS TITLE	NUMBER	RATE		1	2	3	4	5	6
POLICE CORPORAL	17	MO.			6,971	7,319	7,685	8,069	8,473
		YR.			83,652	87,828	92,220	96,828	101,676
(5/2 SCHEDULE)		HR.			40.2173	42.2250	44.3365	46.5519	48.8827
(5/3 5/2 SCHED.)					40.4442	42.4632	44.5867	46.8146	49.1585
(5/4 5/4 5/5 SCHED.)					40.8557	42.8952	45.0403	47.2908	49.6586
POLICE OFFICER	16	MO.	5,826	6,117	6,423	6,744	7,081	7,436	7,807
		YR.	69,912	73,404	77,076	80,928	84,972	89,232	93,684
(5/2 SCHEDULE)		HR.	33.6115	35.2904	37.0558	38.9077	40.8519	42.9000	45.0404
(5/3 5/2 SCHED.)			33.8012	35.4895	37.2648	39.1272	41.0824	43.1421	45.2945
(5/4 5/4 5/5 SCHED.)			34.1451	35.8505	37.6440	39.5253	41.5004	43.5810	45.7553
POLICE SERGEANT	19	MO.			7,730	8,116	8,522	8,948	9,395
		YR.			92,760	97,392	102,264	107,376	112,740
(5/2 SCHEDULE)		HR.			44.5962	46.8231	49.1654	51.6231	54.2019
(5/3 5/2 SCHED.)					44.8478	47.0873	49.4428	51.9143	54.5077
(5/4 5/4 5/5 SCHED.)					45.3040	47.5663	49.9458	52.4425	55.0623

Effective January 1, 2021 through December 31, 2021

Effective January 1, 2021 Officers/Corporals increased 3%; Sergeants increased 4%.

SALARY SCHEDULE - January 1, 2021 through December 31, 2021									
JOB		RANGE	TYPE	RECRUIT	STEP	STEP	STEP	STEP	STEP
CLASS	JOB CLASS TITLE	NUMBER	RATE		1	2	3	4	5
514	POLICE CORPORAL	17	MO.			7,180	7,539	7,916	8,311
			YR.			86,160	90,468	94,992	99,732
	(5/2 SCHEDULE)		HR.			41.4231	43.4942	45.6692	47.9481
	(5/3 5/2 SCHED.)					41.6568	43.7396	45.9269	48.2186
	(5/4 5/4 5/5 SCHED.)					42.0806	44.1846	46.3941	48.7092
512	POLICE OFFICER	16	MO.	6,001	6,301	6,616	6,947	7,294	7,659
			YR.	72,012	75,612	79,392	83,364	87,528	91,908
	(5/2 SCHEDULE)		HR.	34.6212	36.3519	38.1692	40.0788	42.0808	44.1865
	(5/3 5/2 SCHED.)			34.8165	36.5570	38.3846	40.3050	42.3182	44.4358
	(5/4 5/4 5/5 SCHED.)			35.1707	36.9289	38.7751	40.7150	42.7487	44.8879
516	POLICE SERGEANT	19	MO.			8,039	8,441	8,863	9,306
			YR.			96,468	101,292	106,356	111,672
	(5/2 SCHEDULE)		HR.			46.3788	48.6981	51.1327	53.6885
	(5/3 5/2 SCHED.)					46.6405	48.9728	51.4212	53.9914
	(5/4 5/4 5/5 SCHED.)					47.1150	49.4711	51.9443	54.5407

Effective January 1, 2022 through December 31, 2022

Effective January 1, 2022 Officers/Corporals increased 3%; Sergeants increased 4%.

SALARY SCHEDULE - January 1, 2022 through December 31, 2022										
JOB CLASS	JOB CLASS TITLE	RANGE NUMBER	TYPE RATE	RECRUIT	STEP 1	STEP 2	STEP 3	STEP 4	STEP 5	STEP 6
514	POLICE CORPORAL	17	MO.			7,395	7,765	8,153	8,561	8,989
			YR.			88,740	93,180	97,836	102,732	107,868
	(5/2 SCHEDULE)		HR.			42.6635	44.7981	47.0365	49.3904	51.8596
	(5/3 5/2 SCHED.)					42.9042	45.0508	47.3019	49.6691	52.1522
	(5/4 5/4 5/5 SCHED.)					43.3407	45.5092	47.7832	50.1744	52.6828
512	POLICE OFFICER	16	MO.	6,181	6,490	6,814	7,155	7,513	7,888	8,283
			YR.	74,172	77,880	81,768	85,860	90,156	94,656	99,396
	(5/2 SCHEDULE)		HR.	35.6596	37.4423	39.3115	41.2788	43.3442	45.5077	47.7865
	(5/3 5/2 SCHED.)			35.8608	37.6536	39.5333	41.5118	43.5888	45.7645	48.0562
	(5/4 5/4 5/5 SCHED.)			36.2256	38.0366	39.9355	41.9341	44.0322	46.2300	48.5451
516	POLICE SERGEANT	19	MO.			8,360	8,778	9,217	9,678	10,162
			YR.			100,320	105,336	110,604	116,136	121,944
	(5/2 SCHEDULE)		HR.			48.2308	50.6423	53.1750	55.8346	58.6269
	(5/3 5/2 SCHED.)					48.5029	50.9280	53.4750	56.1496	58.9577
	(5/4 5/4 5/5 SCHED.)					48.9963	51.4462	54.0190	56.7209	59.5575

The differential between police officer and corporal will be 8.5%; the differential between police officer and sergeant will be 20% (was 18% until 2015 when an arbitrator awarded a one-time increase of 1% on 1-1-15 and 1% on 1-1-16 for sergeants only)

APPENDIX B VANCOUVER POLICE OFFICERS GUILD

FLEXIBLE BENEFITS PLAN

Employees will be able to choose from the following medical and dental plans.

Medical Option #1 Kaiser HMO

Medical Option #2 Kaiser CDHP

Medical Option #3 Regence Blue Cross/Blue Shield of Oregon (BCBSO) PPO

Medical Option #4 Regence Blue Cross/Blue Shield of Oregon (BCBSO)

CDHP **Dental Option #1** Washington Dental Service (WDS/Delta Dental of

Washington) **Dental Option #2** Kaiser Dental HMO

Employees may choose any combination of medical/dental plans. In addition, members have an opt-out/cash- back option for eligible employees upon certification of other group coverage.

Two Consumer Driven Health Plans (CDHPs), one through Regence Blue Cross/Blue Shield of Oregon and one through Kaiser are available options. The CDHP plans will include a Health Savings Account (HSA).

In 2015, the City will make a contribution to the Employee's HSA of \$500 for those with employee-only coverage or \$1,000 for those with one or more dependents. The City's contribution to the HSA will be made in January.

Also, for the 2015 plan year, any employee who elects coverage under one of the CDHP health plans will receive a cash payment of \$1000 for those with employee only coverage or

\$2000 for those with one or more dependents. This amount will be paid directly to the employee and not into the HSA, is taxable, and will be paid in January of 2015. Employees may also contribute pre- tax dollars to their

HSA.

In 2016, the City will make a contribution to the employee's HSA plan in the amount of \$1,500 for employee-only coverage, or \$3,000 for those with one or more dependents, in a manner compliant with applicable state and federal laws.

Employees that do not transition to the CDHP plan will maintain the option of participating in Flexible Spending Accounts (FSAs) for reimbursable medical costs and premium sharing costs. All employees will continue to be eligible to participate in an FSA for dependent care costs.

For this contract period, the employer will pay \$35.00 each month into an eligible member's

flexible spending account, or deferred compensation account. Employees enrolled in the CDHP plans may direct the \$35 to a flexible spending dependent care account or a deferred compensation account.

Dated this _____ day of _____, 2020

For the Employer

Eric Holmes, City Manager

Lisa Takach, HR Director

Approved as to form:

Jonathan Young, City Attorney

Attest:

Natasha Ramras, City Clerk

For the Union

Neil Martin, President

Anil Karia, Attorney for VPOG

**MEMORANDUM OF UNDERSTANDING -
Supplement for Employees Assaulted on the Job**

This Memorandum of Understanding (“MOU”) is made between the City of Vancouver (“City”) and the Vancouver Police Officers Guild (“Guild”) as of the date signed below.

Background:

WHEREAS the City recognizes that members of the Guild are exposed to extraordinary hazards on the job, including the risk of being shot and assaulted with a dangerous weapon such as a knife, club, or motor vehicle. The City further recognizes that such an assault can, in certain extraordinary and rare circumstances, lead to injuries that are substantial and/or cause great bodily harm such that the employee is unable to return to regular or light duty for an extended period.

WHEREAS the Guild recognizes that supplemental benefits for its members should only be provided in certain extraordinary and rare circumstances where an employee has suffered injuries that are substantial and/or caused great bodily harm as the result of being assaulted on the job (as opposed to any injury resulting from the employee’s own actions or when no other person caused the injury). The Guild further recognizes that the City aggressively attempts to return employees injured on the job to light duty work if authorized by the employee’s medical provider and such work is available.

WHEREAS the Guild recognizes the City’s concerns about potential abuse or overly broad application of the supplemental benefit and has agreed to several substantial restrictions on eligibility for the supplement in this MOU. Those restrictions are intended to prevent undue expansion of the benefit based on the definition of substantial harm. For example, it is unlikely that any Guild member, the Guild, the City or an arbitrator would consider an assault that results in only a broken finger to meet the strictly construed, rare, or extraordinary requirements of the MOU or be similar to what Officer Goudschaal experienced.

WHEREAS during the negotiations for the 2017-2019 successor collective bargaining agreement the parties discussed this supplement and while they both believe it is a positive step for Guild members, the City preferred to “pilot” the supplement as a MOU during the course of the successor collective bargaining agreement with a sunset date, which would then require the parties to revisit the program/concept, if either party desires to, in subsequent negotiations.

THEREFORE, the parties agree as follows:

Agreement:

1. In addition to the Time Loss Guarantee provided in Section 16.5 of the parties’ collective bargaining agreement, when in the course of official duties, an

employee is assaulted and sustains injuries that are “Substantial” and/or “Great Bodily Harm” as defined by RCW 9A.04.110(4)(b) and/or(c), and the employee is forced by the injury into a disability situation:

- A. The City agrees to contribute to the employee’s salary the amount necessary to make the employee “whole” as required by RCW 41.04.505 for a total period of not more than six (6) months.
 - The City and the Guild agree that making an employee “whole” for this agreement is the total of time-loss benefits from the State of Washington, LEOFF II Short Term Disability Supplement, and the City picking up both the employer and employee portions of the supplement during this six month period.
 - B. If an employee returns to work, whether on a light duty or full duty basis and the disability reoccurs, any additional payments under this agreement shall be limited to the remaining, unused portion of the original six (6) months.
 - C. The definitions of substantial bodily harm and great bodily harm stated in RCW 9A.04.110(4)(b) and/or (c) are incorporated by reference.
 - D. The contribution by the City shall commence after the conclusion of any other “administrative leave” provided to the employee.
 - E. At the conclusion of six (6) months, the employee will use available personal short-term disability along with time loss-benefits from the State of Washington in order to remain “whole”.
2. The requirements for this supplemental benefit set forth in paragraph 1 shall be strictly construed. This benefit is available only if the employee has been assaulted. This benefit is not available if the employee is injured as the result of his/her own actions. This supplemental benefit is intended to apply to extraordinary, rare incidents such as the 2014 shooting of Officer Dustin Goudschaal. In the event of a disagreement as to whether or not a Guild member is entitled to this supplemental benefit, the parties will meet and confer in good faith in an attempt to resolve the issue.
3. Any dispute between the parties concerning the interpretation, application or alleged violation of any term of this MOU will be resolved under Article 28 Grievance Procedure of the parties’ collective bargaining agreement.
4. This agreement will expire on December 31, 2019, or upon ratification of the successor collective bargaining agreement by both parties, whichever is later. The parties may make such proposals on this issue as they deem appropriate in bargaining.

Dated this __ day of _____, 2016.

City of Vancouver

Vancouver Police Officers Guild

James McElvain, Chief of Police

Jeff Kipp, President

Suzi Schwabe, Human Resources Director



Staff Report 047-20

TO: Mayor and City Council

FROM: Eric Holmes, City Manager

DATE: 4/20/2020

SUBJECT Affordable Housing Fund Contract Amendment - Vancouver Housing Authority Valley Homestead Shelter Rehabilitation

Key Points

- The City awarded \$252,533 in 2017 Affordable Housing Funds to the Vancouver Housing Authority (VHA) for the Valley Homestead Shelter Rehabilitation Project.
- The City also awarded \$219,104 in 2017 Affordable Housing Funds to the VHA for the SafeChoice Shelter Rehabilitation Project.
- The VHA has requested to cancel the SafeChoice contract and move the funding to the Valley Homestead contract, increasing the Valley Homestead award by \$219,104 to \$471,637.
- The VHA plans to use its own funding for SafeChoice and complete both shelter improvement projects as planned.

Strategic Plan Alignment

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

Present Situation

The City of Vancouver awarded \$252,533 in 2017 Affordable Housing Funds to the Vancouver Housing Authority (VHA) for the Valley Homestead Shelter Rehabilitation project in 2018. Valley Homestead is a 50-bed shelter owned by the VHA and operated by Share that serves families with children and single women.

The Affordable Housing Fund contract for Valley Homestead was executed in October 2018. The scope of work, as amended, includes kitchen, restroom, common space, accessibility, HVAC, plumbing, heating, insulation, and parking lot improvements; a new play structure and basketball court; and an increase in rooms to provide space for 12 additional beds.

The City also awarded \$219,104 in 2017 Affordable Housing Funds to the VHA for the

SafeChoice Rehabilitation Project via a contract executed in October 2018. The VHA has requested to cancel this contract and move the full amount to the Valley Homestead contract. The VHA will use its own funding to complete the SafeChoice project. SafeChoice is owned by the VHA and managed by the YWCA. It provides 34 beds for victims of domestic violence. The planned shelter improvements include an interior hall extension to a new exterior door, expanded exterior hard-surface patios, an accessible route to amenities and playground equipment, and perimeter security privacy fencing.

The change would increase the Valley Homestead contract amount to \$471,637. The Affordable Housing Fund contract for SafeChoice would be canceled. These changes reduce the accounting and monitoring burden for both parties, while allowing SafeChoice and Valley Homestead projects to be completed as planned. The VHA anticipates completing both projects in summer 2020.

Advantage(s)

Streamline funding sources for two shelter improvement projects to reduce the City's and VHA's accounting and monitoring requirements.

Disadvantage(s)

None.

Budget Impact

None. Funding provided by 2017 Affordable Housing Fund revenues.

Prior Council Review

- April 20, 2018, Council memo, Proposed Affordable Housing Fund shelter improvement projects.
- October 15, 2018, Council consent agenda, Approval of Affordable Housing Fund contracts for Valley Homestead and SafeChoice shelter improvements.

Action Requested

Authorize the City Manager to: execute a notice of termination with SafeChoice; sign an amendment to the contract between the City and Vancouver Housing Authority for the Valley Homestead shelter improvement project to increase the amount of the Affordable Housing Fund award from \$252,533 to \$471,637; and authorize any legal action necessary to enforce the terms of the foregoing documents.

Peggy Sheehan, Community Development Programs Manager, 487-7952

ATTACHMENTS:

- ▣ AHF Agreement - Valley Homestead
- ▣ Valley Homestead Amendment #1
- ▣ Valley Homestead Amendment #2

- ▣ Valley Homestead Amendment #3 (proposed)
- ▣ AHF Agreement - SafeChoice
- ▣ Notice of Termination - SafeChoice



AGREEMENT

BETWEEN

CITY OF VANCOUVER

Affordable Housing Fund

PO Box 1995 • Vancouver • Washington • 98668-1995

(360) 487-7952 • www.cityofvancouver.us/cdbg

AND

Housing Authority of the City of Vancouver

2500 Main Street • Vancouver • Washington • 98660

Project funded:	Valley Homestead Shelter Rehabilitation
Funding Source:	Vancouver Affordable Housing Fund
Agreement Period for Construction:	October 1, 2018 through December 31, 2019
Agreement Number:	2017-AHF-221403
Agreement Amount:	\$252,533
Property Address:	4921 NE Hazel Dell Avenue, Vancouver, WA 98663
Affordability Period:	October 1, 2018 through September 30, 2038
Agency Contact:	Victor Caesar (360) 993-9578 vcaesar@vhausa.com
City Contact:	Peggy Sheehan (360) 487-7952 peggy.sheehan@cityofvancouver.us

This agreement consists of the following:

- Signature page
- Statement of Work
- Rental Property Requirements
- Line Item Budget
- Timeline
- Authorization Signature Card
- General Terms and Conditions
- Exhibit A: Request for Advance Form
- INCORPORATED BY REFERENCE: Deed, Note, Covenant

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: 12.17.18

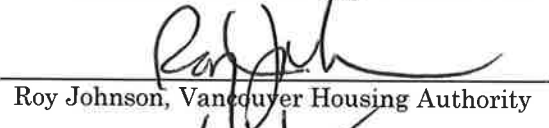
ATTEST:


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

APPROVED AS TO FORM:

 32587
Bronson Potter, City Attorney

Housing Authority of the City of Vancouver:


Roy Johnson, Vancouver Housing Authority

Date: 11/29/18


Peggy Sheehan, CDBG/HOME Program
Manager

PROJECT DESCRIPTION

Housing Authority of the City of Vancouver (AGENCY) is operating as a subrecipient 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, including but not limited to the attached Budget and Timeline and documents incorporated by reference, including but not limited to the Deed, Note and Covenant.

The intent of this Agreement is to provide a loan in the amount not to exceed \$252,533 in Affordable Housing Funds to the AGENCY for the Valley Homestead Shelter Rehabilitation project.

The project scope includes:

- Demolition of the concrete slab and partition walls in both the women and men's shower room to accommodate a new shower tub layout. The use of moisture-resistant backing materials such as cement board, fiberglass faced gypsum board or equivalent behind tiled/grouted or multi-piece shower and tub enclosures to further reduce moisture intrusion that could further the growth of mold.
- Installation of more effective exhaust fans in bathrooms to reduce moisture condensation, lowering the potential for indoor mold growth that may yield odors and pose health hazards to residents.
- Installation of new faucets in the bathrooms with single lever anti-scald accessible controls, with a clear knee space under the sink.
- Installation of new counters, lights, sinks, showers, and bathtub fixtures in both the men and women's bathrooms.
- Cosmetic upgrades including new faucets, fixtures, and accessibility features will be made to a standalone bath that will serve as a unisex bathroom.

Affordable Housing Funds will be used for construction costs, taxes and fees. **The project will continue be utilized as an overnight homeless facility serving people earning up to 50% AMI throughout the affordability period.**

AGENCY also received funding in the amount of \$485,435 through the State of Washington Housing Trust Fund Preservation Grant. Below is the scope of work for the State grant that is to be completed at the same time as the CITY-funded project.

- Kitchen Demo and Reconstruction to add energy efficient appliances and improve ADA accessibility
- Upgrades to the Laundry Room to add energy efficient machines and improve ADA accessibility
- Reconfiguration of Main Entrance and Office Space to add (3) new guest rooms
- Reconstruction of closets in existing guest rooms to accommodate all guest
- Replacement of carpet with durable materials
- Increase doorway entrances in common spaces to accommodate a wheelchair

PROJECT BUDGET

1. The CITY will provide the AGENCY with a loan in an amount not to exceed \$252,533 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. Any funds unspent at the end of the Agreement period will be retained by the CITY for allocation to another Affordable Housing Fund project.

PAYMENT PROVISIONS

1. The majority of the CITY advances to the AGENCY will be on a cost reimbursement basis. However, there are times such as property purchase that the CITY will make advances to an escrow account. In most cases, the CITY will make advances to AGENCY *as soon as practicable* but not more than thirty (30) days after the AGENCY submits a Request for Advance. Request for Advance shall include the following:
 - a. A summary of expenses incurred in support of all costs, and accompanied by general ledger detail.
 - For direct costs, detail will include direct costs: vendor 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.
2. The AGENCY shall designate one or more representatives who will be legally authorized to sign the Request for Advance Form provided and any other forms that may be required. The names of the liaison persons and representatives will be specified on the Authorization Signature Card.
3. AGENCY shall provide supporting documentation to the CITY upon request for any Request for Advance, such as invoices and receipts.

TERM OF AGREEMENT

1. This Agreement is in effect for the period from October 1, 2018 through December 31, 2019 unless terminated as described under the **TERMINATION** section of the General Terms and Conditions.
2. Affordable Housing Funds shall be accounted separately from other funds received by the AGENCY.

LOAN TERMS

The Affordable Housing Funds in the amount of \$252,533 are provided to the AGENCY in the form of a forgivable loan at 0% interest. The loan shall be forgiven on September 30, 2038 provided the facility remains in use as a homeless overnight shelter serving a majority of people with incomes at or below 50% AMI throughout the loan period.

In accordance with the terms of this Agreement, the Deed of Trust, the Note, and the Covenant, if the facility is not operated as required by this Agreement, and the documents incorporated by reference, throughout the affordability period, then the loan becomes due immediately.

PUBLIC NOTIFICATION

The AGENCY will provide information about the project, including location, property owner, contract amount, and number of beneficiaries, to the CITY. The CITY will inform the public about the project 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 proposal submitted July 31, 2018 for Affordable Housing Funds.
2. Current version of Affordable Housing Fund income limits (50% of Area Median Income provided by HUD).
3. Deed, Note and Covenant

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.

PROJECT COMPLETION

Project completion means that:

1. All necessary title transfer requirements and construction work have been performed;
2. The project complies with the requirements of this Agreement;
3. AGENCY has been advanced all costs; and
4. Project is providing overnight shelter to people who are homeless.

FACILITY REQUIREMENTS

DESIGNATED USE

Valley Homestead Shelter Rehabilitation is an overnight homeless facility.

AFFORDABILITY PERIOD

Valley Homestead Shelter Rehabilitation located at 4921 NE Hazel Dell Avenue, Vancouver, WA 98663 will carry the requirement that it continues to be used as an overnight homeless facility throughout the affordability period and will serve households earning up to 50% of the area median income (AMI) established by HUD. The majority of people who use the facility must have income at or below 50% AMI.

The affordability period dates are October 1, 2018 through September 30, 2038. During the affordability period, all Affordable Housing Fund requirements must be met and the CITY will be required to monitor the facility annually for compliance. The City of Vancouver will ensure the affordability period requirements are met by recording covenant restrictions.

REPORTING

Properties are required to report on Affordable Housing Fund beneficiaries annually in December for the duration of the affordability period. Reports should be submitted to the City of Vancouver Community and Economic Development Department, Attention: Peggy Sheehan using the Excel reporting form provided by the CITY.

Required information:

- Address and name of project
- Total number of beneficiaries
- Income of beneficiaries
- Race and Ethnicity of beneficiaries

INSPECTIONS

The CITY will perform onsite inspections prior to final payment. During the period of affordability, the CITY will perform periodic on-site inspections.

BUDGET

Line Item Costs	Total Cost	Funding Sources				
		City Affordable Housing Funds	State/ Local	Federal	Private	Other
ACQUISITION/CONSTRUCTION/REHAB COSTS						
Construction Costs	\$692,923	\$207,488	\$485,435			
Taxes and Fees	\$45,045	\$45,045				
PROJECT TOTALS	\$737,968	\$252,533	\$485,435	\$0	\$0	\$0

By signing below AGENCY acknowledges the review and approval of the budget listed above.

Name

Date

Title

TIMELINE

ACTIVITIES	Oct 2018	Nov	Dec	Jan 2019	Feb	Mar	Apr	May	Jun	July	Aug	Sep	Oct	Nov	Dec
1. Obtain service proposals from A&E Teams	X	X													
2.Design			X	X	X										
3.Permitting						X	X								
4.Outreach & Bidding								X	X						
5.Construction										X	X	X	X	X	
6.Substantial Completion														X	
7.Final Completion															X

AUTHORIZATION SIGNATURE CARDOrganization Name Housing Authority of the City of VancouverAddress 2500 Main StreetCity, State, Zip Vancouver, WA 98666

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

Mila FabyanchukMilaSaeed HajarizadehSaeed

I certify that the signatures above are of the individuals authorized to execute financial documents for Housing Authority of the City of Vancouver.

11/29/18

Date

Raj

Signature of Authorized Official

Exec Dir

Title of Authorized Official

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

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. Prevailing Wage.

If the applicant/recipient receives a loan that is incurring interest, is not forgivable and is required to be repaid in full, such a loan, in and of itself, is not expected to trigger prevailing wage requirements. However, if the applicant/recipient is receiving other public funds including a grant from the City and/or is a public entity, it may be required to pay prevailing wage on the project. A definitive determination regarding the applicability of prevailing wage laws can only be obtained from the Department of Labor and Industry.

3. 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.

4. 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.

5. 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.

6. Delays and Extensions of Time.

If the AGENCY is delayed at any time from complying with the requirements 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.

7. Compensation and Schedule of Payments.

CITY shall pay the AGENCY as indicated in the Payment Provisions of the Loan Agreement for work performed under the terms of this Agreement. \$252,533 is the maximum amount to be advanced under this Agreement and it shall not be exceeded without CITY's prior written authorization in the form of a negotiated and executed amendment. 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.

8. Ownership of Records and Documents.

Any and all work product prepared by the AGENCY in the course of performing this Contract shall immediately become the property of the CITY. In consideration of the compensation provided for by this Agreement, the 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 Contract shall remain property of AGENCY.

9. Termination.

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

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

10. 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.

11. 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.

12. 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.

13. 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.

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

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

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

d. **Worker's Compensation.** AGENCY shall carry workers' compensation insurance to cover obligations imposed by federal and state statutes having jurisdiction of AGENCY'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. **Umbrella Liability.** The AGENCY shall provide Umbrella Liability coverage at limits of not less than five million dollars (\$5,000,000) per occurrence and annual aggregate. This umbrella liability coverage shall apply, at a minimum, to both the Commercial General and Auto insurance policy coverage. This requirement may be satisfied instead through the AGENCY's primary Commercial General and Automobile Liability coverage, or any combination thereof.

f. **Professional Liability.** The AGENCY 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 AGENCY, sub-contractors or anyone directly or indirectly employed by either the AGENCY or a sub-contractors. The amount of coverage provided by such insurance shall be not less than five hundred thousand dollars (\$500,000) combined single limit.

g. **Fidelity/Employee Dishonesty Bond.** The AGENCY shall obtain and keep in force during the entire term of this Agreement, a Fidelity/Employee Dishonesty Bond against any and all claims which may arise out of the performance of this Contract whether such work shall be by the AGENCY, sub-contractors or anyone directly or indirectly employed by either the AGENCY or a sub-contractors. The amount of coverage provided by such insurance shall be not less than ten thousand dollars (\$10,000).

h. **Employment Security.** The AGENCY 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.

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

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

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

14. Notices.

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

CITY:

Peggy Sheehan
City of Vancouver
415 W 6th Street
P O Box 1995
Vancouver WA 98668-1995

AGENCY:

Victor Caesar
Vancouver Housing Authority
2500 Main Street
Vancouver WA 98660

15. Amendments.

All changes to this Agreement, including changes to the statement of work and loan advances, must be made by written amendment and signed by all parties to this Agreement.

16. Scope of Agreement.

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

17. Ratification.

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

18. Governing Law/Venue.

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

19. Cooperative Purchasing:

The Washington State Inter-local Cooperation Act, Ch. 39.34 RCW, authorizes public agencies to cooperatively purchase goods and services if all parties agree. By having executed this Agreement, the 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.

20. Public Disclosure Compliance.

The parties acknowledge that the City is an "agency" within the meaning of the Washington Public Records Act, Ch 42.56 RCW, and that materials submitted by the 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.

21. Records.

AGENCY shall ensure that records generated in connection with the project, including but not limited to, financial transactions, are maintained and retrievable pursuant to the applicable CITY retention period. The CITY shall be granted access to any such records it deems necessary to satisfy oversight responsibilities and any other legal requirements, and shall be granted the right to copy any such records necessary to fulfill these obligations. The AGENCY shall provide access to these records upon request in a timely manner.

EXHIBIT A
City of Vancouver Affordable Housing Fund
REQUEST FOR ADVANCE

Date: _____ **Period Covered:** _____
 Housing Authority of the City of
 Vancouver - Valley Homestead
Project Title: Shelter Rehabilitation **Contact Person:** _____
Invoice #: _____ **Telephone:** _____
AHF Project #: _____ **Email:** _____

Activity	AHF Budget	Expended This Period	Expended To Date	Balance
a) Construction costs	\$207,488			
b) Taxes and fees	\$55,045			
c)				
d) Tax				
e) Other (Specify):				
TOTAL:	\$			

Reimbursement Amount Request \$ _____

☐ Check box when this is a final request.

CERTIFICATION: I CERTIFY THAT 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: _____

Initials Drawn By: _____

Date Funds Drawn: _____

 Reviewed and Approved

 Date

Initials Approved By: _____

**AMENDMENT OF AN AGREEMENT
BETWEEN
CITY OF VANCOUVER
AND
HOUSING AUTHORITY OF THE CITY OF VANCOUVER
REGARDING
VALLEY HOMESTEAD SHELTER REHABILITATION**

THIS AMENDED AGREEMENT, effective April 12, 2019 is made and entered into between the City of Vancouver, Washington and Housing Authority of the City of Vancouver regarding financing of the Valley Homestead Shelter Rehabilitation project.

W I T N E S S E T H :

WHEREAS, the parties entered into an AGREEMENT on October 1, 2018 regarding the financing of the Valley Homestead Shelter Rehabilitation project, as described in the Project Description section of said AGREEMENT; and

WHEREAS, the City of Vancouver through its Affordable Housing Fund has financially provided for this project; and

WHEREAS, the scope of work, budget and timeline have changed; and

WHEREAS, the City will extend the contract period through May 2020;

NOW, THEREFORE, in consideration of payments, covenants, deeds, promissory notes, and agreements, hereinafter mentioned, to be made and performed by the parties hereto, the parties covenant and agree as follows:

I. MODIFICATIONS:

- (i) Change the contract end date from December 31, 2019 to May 31, 2020.
- (ii) Change the Project Description section to read as follows:

HOUSING AUTHORITY OF THE CITY OF VANCOUVER (AGENCY) is operating as a subrecipient 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, including but not limited to the attached Budget and Timeline and documents incorporated by reference, including but not limited to the Deed, Note and Covenant.

The intent of this Agreement is to provide a loan in the amount not to exceed \$252,533 in Affordable Housing Funds to the AGENCY for the Valley Homestead Shelter Rehabilitation project. The funding is for the capital improvements at the Valley Homestead Homeless Shelter. The project scope includes kitchen, restroom, common space, accessibility, HVAC, plumbing, heating, insulation, and parking lot

improvements; a new play structure and basketball court; and an increase in room capacity.

(iii) Change the Budget to read as follows:

Budget Items	Cost	Funding Sources		
		City of Vancouver AHF	WA Dept. of Commerce	Trailblazers
Construction	\$558,918	\$207,488	\$346,430	\$5,000
Fees	\$147,275	\$45,045	\$102,230	
Contingency	\$36,775		\$36,775	
Project Totals	\$742,968	\$252,533	\$485,435	\$5,000

(iv) Change the Timeline to read as follows:

ACTIVITIES	Oct-18	Nov	Dec	Jan-19	Feb	Mar	Apr	May	Jun	Jul
Architectural Services		X	X	X	X	X	x	X		
Bidding								X	X	X
Building permit								X	X	X

ACTIVITIES	Jul-19	Aug	Sep	Oct	Nov	Dec	Jan-20	Feb	Mar	Apr	May
Construction Contract Awarded	X										
Construction	X	X	X	X	X	X	X	X	X		
Project Completion and Closeout									X	X	X

These modifications do not alter nor nullify any of the remaining provisions of the original agreement except as modified herein.

II. REASONS FOR MODIFICATIONS:

- The Housing Authority of the City of Vancouver received additional funding for the Valley Homestead shelter improvements and has expanded the project scope of work and budget.
- The construction timeline has been extended.

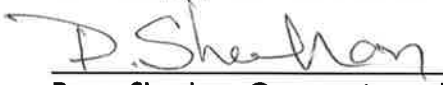
III. ENTIRE AGREEMENT:

This modification incorporates the original agreement by reference. The parties agree that the original agreement, this modification, the promissory note and deed of trust are the complete expression of the parties' agreements and any oral

representations or understanding not incorporated herein are excluded. Any further modifications of this agreement shall be in writing and signed by both parties. Failure to comply with any of the provisions stated herein shall constitute material breach of contract and cause for termination. Both parties recognize that time is of the essence in the performance of the provisions of this agreement.

IN WITNESS WHEREOF, the parties hereto have caused this agreement to be executed by the dates and signatures herein under affixed.

AFFORDABLE HOUSING FUND PROGRAM


 Peggy Sheehan, Community and
 Economic Development Programs Manager

May 7, 2017
 Date:

**HOUSING AUTHORITY
 OF THE CITY OF VANCOUVER**


 Roy Johnson, Executive Director

CITY OF VANCOUVER

 Eric Holmes, City Manager

APPROVED AS TO FORM


 Bronson Potter, City Attorney

CITY CLERK

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



2017-AHF-221403

**AMENDMENT OF AN AGREEMENT
BETWEEN
CITY OF VANCOUVER
AND
HOUSING AUTHORITY OF THE CITY OF VANCOUVER
REGARDING
VALLEY HOMESTEAD SHELTER REHABILITATION**

THIS AMENDED AGREEMENT, effective February 28, 2020 is made and entered into between the City of Vancouver, Washington and Housing Authority of the City of Vancouver regarding financing of the Valley Homestead Shelter Rehabilitation project.

W I T N E S S E T H :

WHEREAS, the parties entered into an AGREEMENT on October 1, 2018 regarding the financing of the Valley Homestead Shelter Rehabilitation project, as described in the Project Description section of said AGREEMENT; and

WHEREAS, the City of Vancouver through its Affordable Housing Fund has financially provided for this project; and

WHEREAS, the budget and timeline have changed; and

WHEREAS, the City will extend the contract period through August 31, 2020;

NOW, THEREFORE, in consideration of payments, covenants, deeds, promissory notes, and agreements, hereinafter mentioned, to be made and performed by the parties hereto, the parties covenant and agree as follows:

I. MODIFICATIONS:

- (i) Change the contract end date from March 31, 2020 to August 31, 2020.
- (ii) Change the Budget to read as follows:

Budget Items	Cost	Funding Sources				
		City of Vancouver AHF	WA Dept. of Commerce	Trailblazers	KMR	VHA
Construction	\$1,289,869	\$202,533	\$346,430	\$10,000	\$25,000	\$705,906
Fees, FFE, Soft costs	\$152,230	\$50,000	\$102,230			
Contingency	\$36,775		\$36,775			
Project Totals	\$1,478,874	\$252,533	\$485,435	\$10,000	\$50,000	\$705,906

2017-AHF-221403

(iii) Change the Timeline to read as follows:

ACTIVITIES	Nov 2019	Dec	Jan 2020	Feb	Mar	Apr	May	Jun	July	Aug
1. ReDesign Development & Construction Documentation – A/E	X	X	X	x						
2. Permit ReSubmittal & Review				x						
3. Solicitation/Outreach/ Bidding										
4. Contract Negotiation		x								
5. Board Approval - done		x								
6. Relocation (if necessary)							x			
7. GC Mobilization					x					
8. Construction					x	x	x	x	x	
9. Closeout										x

These modifications do not alter nor nullify any of the remaining provisions of the original agreement except as modified herein.

II. REASONS FOR MODIFICATIONS:

- The Housing Authority of the City of Vancouver has updated the project budget to reflect the most current funding sources and uses.
- The bidding and construction timeline has been extended.

III. ENTIRE AGREEMENT:

This modification incorporates the original agreement by reference. The parties agree that the original agreement, this modification, the promissory note and deed of trust are the complete expression of the parties' agreements and any oral representations or understanding not incorporated herein are excluded. Any further modifications of this agreement shall be in writing and signed by both parties. Failure to comply with any of the provisions stated herein shall constitute material breach of contract and cause for termination. Both parties recognize that time is of the essence in the performance of the provisions of this agreement.

2017-AHF-221403

IN WITNESS WHEREOF, the parties hereto have caused this agreement to be executed by the dates and signatures herein under affixed.

AFFORDABLE HOUSING FUND PROGRAM

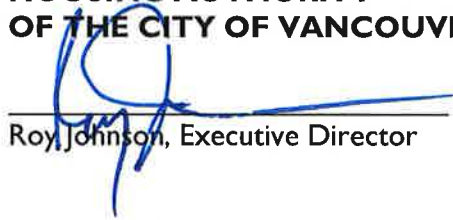


Peggy Sheehan, Community
Development Programs Manager

3-5-2020

Date:

**HOUSING AUTHORITY
OF THE CITY OF VANCOUVER**



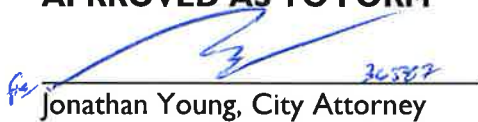
Roy Johnson, Executive Director

CITY OF VANCOUVER



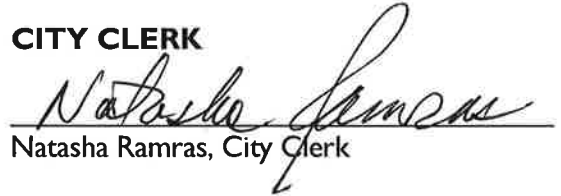
Eric Holmes, City Manager

APPROVED AS TO FORM



Jonathan Young, City Attorney

CITY CLERK



Natasha Ramras, City Clerk

**AMENDMENT OF AN AGREEMENT
BETWEEN
CITY OF VANCOUVER
AND
HOUSING AUTHORITY OF THE CITY OF VANCOUVER
REGARDING
VALLEY HOMESTEAD SHELTER REHABILITATION**

THIS AMENDED AGREEMENT, effective April 21, 2020 is made and entered into between the City of Vancouver, Washington and Housing Authority of the City of Vancouver regarding financing of the Valley Homestead Shelter Rehabilitation project.

W I T N E S S E T H :

WHEREAS, the parties entered into an AGREEMENT on October 1, 2018 regarding the financing of the Valley Homestead Shelter Rehabilitation project, as described in the Project Description section of said AGREEMENT; and

WHEREAS, the City of Vancouver through its Affordable Housing Fund has financially provided for this project; and

WHEREAS, the City will increase the award by \$219,104;

NOW, THEREFORE, in consideration of payments, covenants, deeds, promissory notes, and agreements, hereinafter mentioned, to be made and performed by the parties hereto, the parties covenant and agree as follows:

I. MODIFICATIONS:

- (i) Change the contract amount from \$252,533 to \$471,637.
- (ii) Change the Budget to read as follows:

Budget Items	Cost	Funding Sources				
		City of Vancouver AHF	WA Dept. of Commerce	Trailblazers	KMR	VHA
Construction	\$1,289,869	\$421,637	\$346,430	\$10,000	\$25,000	\$486,802
Fees, FFE, Soft costs	\$152,230	\$50,000	\$102,230			
Contingency	\$36,775		\$36,775			
Project Totals	\$1,478,874	\$471,637	\$485,435	\$10,000	\$25,000	\$486,802

These modifications do not alter nor nullify any of the remaining provisions of the original agreement except as modified herein.

II. REASONS FOR MODIFICATIONS:

- The Affordable Housing Fund award from the SafeChoice shelter improvement project will be canceled and funds moved to the Valley Homestead project. The Housing Authority of the City of Vancouver will use its own funding for the SafeChoice project.
- The changes reduce the accounting and monitoring burden for both parties, while allowing SafeChoice and Valley Homestead projects to be completed as planned.

III. ENTIRE AGREEMENT:

This modification incorporates the original agreement by reference. The parties agree that the original agreement, this modification, the promissory note and deed of trust are the complete expression of the parties' agreements and any oral representations or understanding not incorporated herein are excluded. Any further modifications of this agreement shall be in writing and signed by both parties. Failure to comply with any of the provisions stated herein shall constitute material breach of contract and cause for termination. Both parties recognize that time is of the essence in the performance of the provisions of this agreement.

IN WITNESS WHEREOF, the parties hereto have caused this agreement to be executed by the dates and signatures herein under affixed.

AFFORDABLE HOUSING FUND PROGRAM

Peggy Sheehan, Community
Development Programs Manager

Date:

**HOUSING AUTHORITY
OF THE CITY OF VANCOUVER**

CITY OF VANCOUVER

Roy Johnson, Executive Director

Eric Holmes, City Manager

APPROVED AS TO FORM

CITY CLERK

Jonathan Young, City Attorney

Natasha Ramras, City Clerk



AGREEMENT

BETWEEN

CITY OF VANCOUVER

Affordable Housing Fund

PO Box 1995 • Vancouver • Washington • 98668-1995

(360) 487-7952 • www.cityofvancouver.us/cdbg

AND

HOUSING AUTHORITY OF THE CITY OF VANCOUVER

2500 Main Street • Vancouver • Washington • 98660

Project funded:	SafeChoice Shelter Rehabilitation
Funding Source:	Vancouver Affordable Housing Fund
Agreement Period for Construction:	October 1, 2018 through December 31, 2019
Agreement Number:	2017-AHF-221402
Agreement Amount:	\$219,104
Property Address:	2400 T Street
Affordability Period:	October 1, 2018 through September 30, 2038
Agency Contact:	Jim Davis (360) 993-9512 jdavis@vhausa.com
City Contact:	Peggy Sheehan (360) 487-7952 peggy.sheehan@cityofvancouver.us

This agreement consists of the following:

- Signature page
- Statement of Work
- Rental Property Requirements
- Line Item Budget

- Timeline
- Authorization Signature Card
- General Terms and Conditions
- Exhibit A: Request for Advance Form
- INCORPORATED BY REFERENCE: Deed, Note, Covenant

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:

12.17.18

ATTEST:

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

APPROVED AS TO FORM:

Bronson Potter, City Attorney

HOUSING AUTHORITY OF THE CITY OF
VANCOUVER:

Roy Johnson, Executive Director

Date:

11/29/18

Peggy Sheehan, CDBG/HOME Program
Manager

PROJECT DESCRIPTION

HOUSING AUTHORITY OF THE CITY OF VANCOUVER (AGENCY) is operating as a subrecipient 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, including but not limited to the attached Budget and Timeline and documents incorporated by reference, including but not limited to the Deed, Note and Covenant.

The intent of this Agreement is to provide a loan in the amount not to exceed \$219,104 in Affordable Housing Funds to the AGENCY for the SafeChoice Shelter Rehabilitation project. The funding is for the following capital improvements at the SafeChoice Homeless Shelter:

- Accessibility improvements including widening of doorways and reconfiguration of the kitchen layout to increase the turn radius for individuals in wheel chairs and their ability to access appliances.
- HVAC improvements including new insulation in the roof and new eaves vents to increase the flow of fresh air to reduce heat buildup ultimately resulting in energy savings to the YWCA and increasing the lifespan of the roof. In addition new HVAC systems will be installed to efficiently heat and cool the shelter.
- Playground upgrades will be made to the existing playground including installation of a new fence to increase the usable outdoor area.
- A new bathroom fan will be installed with properly sized and controlled exhaust fans in to reduce moisture condensation to lower the potential for indoor mold growth that may yield odors and pose health hazards to residents.

Affordable Housing Funds will be used for construction costs. **The project will continue be utilized as an overnight homeless facility serving people earning up to 50% AMI throughout the affordability period.**

PROJECT BUDGET

1. The CITY will provide the AGENCY with a loan in an amount not to exceed \$219,104 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. Any funds unspent at the end of the Agreement period will be retained by the CITY for allocation to another Affordable Housing Fund project.

PAYMENT PROVISIONS

1. The majority of the CITY advances to the AGENCY will be on a cost reimbursement basis. However, there are times such as property purchase that the CITY will make advances to an escrow account. In most cases, the CITY will make advances to AGENCY *as soon as practicable* but not more than thirty (30) days after the AGENCY submits a Request for Advance. Request for Advance shall include the following:
 - a. A summary of expenses incurred in support of all costs, and accompanied by general ledger detail.
 - For direct costs, detail will include direct costs: vendor 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.
2. The AGENCY shall designate one or more representatives who will be legally authorized to sign the Request for Advance Form provided and any other forms that may be required. The names of the liaison persons and representatives will be specified on the Authorization Signature Card.
3. AGENCY shall provide supporting documentation to the CITY upon request for any Request for Advance, such as invoices and receipts.

TERM OF AGREEMENT

1. This Agreement is in effect for the period from October 1, 2018 through December 31, 2019, unless terminated as described under the **TERMINATION** section of the General Terms and Conditions.
2. Affordable Housing Funds shall be accounted separately from other funds received by the AGENCY.

LOAN TERMS

The Affordable Housing Funds in the amount of \$219,104 are provided to the AGENCY in the form of a forgivable loan at 0% interest. The loan shall be forgiven on September 30, 2038 provided the facility remains in use as a homeless overnight shelter serving a majority of people with incomes at or below 50% AMI throughout the loan period.

In accordance with the terms of this Agreement, the Deed of Trust, the Note and the Covenant, if the facility is not operated as required by this Agreement, and the documents incorporated by reference, throughout the affordability period, then the loan becomes due immediately.

PUBLIC NOTIFICATION

The AGENCY will provide information about the project, including location, property owner, contract amount, and number of beneficiaries, to the CITY. The CITY will inform the public about the project 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 proposal submitted July 31, 2018 for Affordable Housing Funds.
2. Current version of Affordable Housing Fund income limits (50% of Area Median Income provided by HUD).
3. Deed, Note and Covenant

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.

PROJECT COMPLETION

Project completion means that:

1. All necessary title transfer requirements and construction work have been performed;
2. The project complies with the requirements of this Agreement;
3. AGENCY has been advanced all costs; and
4. Project is providing overnight shelter to people who are homeless.

FACILITY REQUIREMENTS

DESIGNATED USE

SafeChoice Shelter Rehabilitation is an overnight homeless facility.

AFFORDABILITY PERIOD

SafeChoice Shelter Rehabilitation located at 2400 T Street, Vancouver, WA 98661 will carry the requirement that it continues to be used as an overnight homeless facility throughout the affordability period and will serve households earning up to 50% of the area median income (AMI) established by HUD. The majority of people who use the facility must have income at or below 50% AMI.

The affordability period dates are October 1, 2018 through September 30, 2038. During the affordability period, all Affordable Housing Fund requirements must be met and the CITY will be required to monitor the facility annually for compliance. The City of Vancouver will ensure the affordability period requirements are met by recording covenant restrictions.

REPORTING

Properties are required to report on Affordable Housing Fund beneficiaries annually in December for the duration of the affordability period. Reports should be submitted to the City of Vancouver Community and Economic Development Department, Attention: Peggy Sheehan using the Excel reporting form provided by the CITY.

Required information:

- Address and name of project
- Total number of beneficiaries
- Income of beneficiaries
- Race and Ethnicity of beneficiaries

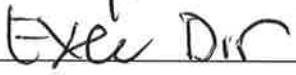
INSPECTIONS

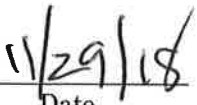
The CITY will perform onsite inspections prior to final payment. During the period of affordability, the CITY will perform periodic on-site inspections.

BUDGET

Line Item Costs	Total Cost	Funding Sources				
		City Affordable Housing Funds	State/ Local	Federal	Private	Other
ACQUISITION/CONSTRUCTION/REHAB COSTS						
Construction Costs, Taxes and Fees	\$251,844	\$219,104			\$32,740	
PROJECT TOTALS	\$251,844	\$219,104	\$0	\$0	\$32,740	\$0

By signing below AGENCY acknowledges the review and approval of the budget listed above.


 Name

 Title


 Date

TIMELINE

ACTIVITIES	Oct 2018	Nov	Dec	Jan 2019	Feb	Mar	Apr	May	Jun	July	Aug	Sep	Oct	Nov	Dec
1. Obtain service proposals from A&E Teams	X	X													
2.Design			X	X	X										
3.Permitting						X	X								
4.Outreach & Bidding								X	X						
5.Construction										X	X	X	X	X	
6.Substantial Completion														X	
7.Final Completion															X

AUTHORIZATION SIGNATURE CARDOrganization Name HOUSING AUTHORITY OF THE CITY OF VANCOUVERAddress 2500 Main StreetCity, State, Zip Vancouver, WA 98666

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

Mila Fabyanchuk[Signature]Saeed Hajarizadeh[Signature]

I certify that the signatures above are of the individuals authorized to execute financial documents for HOUSING AUTHORITY OF THE CITY OF VANCOUVER.

11/29/18
Date[Signature]
Signature of Authorized OfficialExec DIR
Title of Authorized Official

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

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. Prevailing Wage.

If the applicant/recipient receives a loan that is incurring interest, is not forgivable and is required to be repaid in full, such a loan, in and of itself, is not expected to trigger prevailing wage requirements. However, if the applicant/recipient is receiving other public funds including a grant from the City and/or is a public entity, it may be required to pay prevailing wage on the project. A definitive determination regarding the applicability of prevailing wage laws can only be obtained from the Department of Labor and Industry.

3. 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.

4. 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.

5. 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.

6. Delays and Extensions of Time.

If the AGENCY is delayed at any time from complying with the requirements 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.

7. Compensation and Schedule of Payments.

CITY shall pay the AGENCY as indicated in the Payment Provisions of the Loan Agreement for work performed under the terms of this Agreement. \$219,104 is the maximum amount to be advanced under this Agreement and it shall not be exceeded without CITY's prior written authorization in the form of a negotiated and executed amendment. 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.

8. Ownership of Records and Documents.

Any and all work product prepared by the AGENCY in the course of performing this Contract shall immediately become the property of the CITY. In consideration of the compensation provided for by this Agreement, the 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 Contract shall remain property of AGENCY.

9. Termination.

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

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

10. 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.

11. 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.

12. 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.

13. 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.

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

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

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

d. **Worker's Compensation.** AGENCY shall carry workers' compensation insurance to cover obligations imposed by federal and state statutes having jurisdiction of AGENCY'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. **Umbrella Liability.** The AGENCY shall provide Umbrella Liability coverage at limits of not less than five million dollars (\$5,000,000) per occurrence and annual aggregate. This umbrella liability coverage shall apply, at a minimum, to both the Commercial General and Auto insurance policy coverage. This requirement may be satisfied instead through the AGENCY's primary Commercial General and Automobile Liability coverage, or any combination thereof.

f. **Professional Liability.** The AGENCY 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 AGENCY, sub-contractors or anyone directly or indirectly employed by either the AGENCY or a sub-contractors. The amount of coverage provided by such insurance shall be not less than five hundred thousand dollars (\$500,000) combined single limit.

g. **Fidelity/Employee Dishonesty Bond.** The AGENCY shall obtain and keep in force during the entire term of this Agreement, a Fidelity/Employee Dishonesty Bond against any and all claims which may arise out of the performance of this Contract whether such work shall be by the AGENCY, sub-contractors or anyone directly or indirectly employed by either the AGENCY or a sub-contractors. The amount of coverage provided by such insurance shall be not less than ten thousand dollars (\$10,000).

h. **Employment Security.** The AGENCY 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.

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

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

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

14. Notices.

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

CITY:

Peggy Sheehan
City of Vancouver
415 W 6th Street
P O Box 1995
Vancouver WA 98668-1995

AGENCY:

Jim Davis
Vancouver Housing Authority
2500 Main Street
Vancouver WA 98660

15. Amendments.

All changes to this Agreement, including changes to the statement of work and loan advances, must be made by written amendment and signed by all parties to this Agreement.

16. Scope of Agreement.

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

17. Ratification.

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

18. Governing Law/Venue.

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

19. Cooperative Purchasing:

The Washington State Inter-local Cooperation Act, Ch. 39.34 RCW, authorizes public agencies to cooperatively purchase goods and services if all parties agree. By having executed this Agreement, the 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.

20. Public Disclosure Compliance.

The parties acknowledge that the City is an "agency" within the meaning of the Washington Public Records Act, Ch 42.56 RCW, and that materials submitted by the 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.

21. Records.

AGENCY shall ensure that records generated in connection with the project, including but not limited to, financial transactions, are maintained and retrievable pursuant to the applicable CITY retention period. The CITY shall be granted access to any such records it deems necessary to satisfy oversight responsibilities and any other legal requirements, and shall be granted the right to copy any such records necessary to fulfill these obligations. The AGENCY shall provide access to these records upon request in a timely manner.

EXHIBIT A
City of Vancouver Affordable Housing Fund
REQUEST FOR ADVANCE

Date: _____ **Period Covered:** _____
 HOUSING AUTHORITY OF THE
 CITY OF VANCOUVER -
 SafeChoice Shelter
Project Title: Rehabilitation **Contact Person:** _____
Invoice #: _____ **Telephone:** _____
AHF Project #: _____ **Email:** _____

Activity	AHF Budget	Expended This Period	Expended To Date	Balance
a) Construction costs, taxes and fees	\$219,104			
b)				
c)				
d) Tax				
e) Other (Specify):				
TOTAL:	\$			

Reimbursement Amount Request \$ _____

☐ Check box when this is a final request.

CERTIFICATION: I CERTIFY THAT 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: _____

Initials Drawn By: _____

Date Funds Drawn: _____

Reviewed and Approved _____

 Date

Initials Approved By: _____



March 30, 2020

Sent Via First Class Mail

Vancouver Housing Authority
ATT: Jim Davis
2500 Main Street
Vancouver, WA 98660

RE: Notice of Termination of Contract No. 2017-AHF-221402

Mr. Davis,

The purpose of this letter is to notify Vancouver Housing Authority that the City of Vancouver is terminating contract No. 2017-AHF-221402, immediately, pursuant to the Section 9 (Termination) of the agreement.

If you have any questions or concerns, please do not hesitate to contact Peggy Sheehan.

Sincerely,

CITY OF VANCOUVER:

City of Vancouver:

Eric Holmes, City Manager

Roy Johnson, Executive Director

Date:

Date:

ATTEST:

Natasha Ramras, City Clerk

Peggy Sheehan, CDBG/HOME Program
Manager

APPROVED AS TO FORM:

Jonathan Young, City Attorney



Staff Report 048-20

TO: Mayor and City Council

FROM: Eric Holmes, City Manager

DATE: 4/20/2020

SUBJECT Seventh Amendment to the Professional Services Agreement No. 80989 (Now 88635) with American Medical Response (AMR) for Ambulance Services

Key Points

- The City of Vancouver contracted with American Medical Response ("AMR") in 2014 for the provision of ambulance transportation services effective January 1, 2015, and renewed that agreement for an additional five years per City Council approval in 2018.
- The pandemic caused by COVID-19 necessitates temporary modifications in AMR's obligations under the Agreement until such time as the pandemic is declared over.
- Adoption of the attached Seventh Amendment will temporarily modify four (4) of AMR's obligations under the Agreement.

Strategic Plan Alignment

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

Present Situation

On November 10, 2014, the City Council authorized the City Manager to enter into a five year Agreement with an additional five-year possible extension. The Contract became effective January 1, 2015. On December 17, 2018, the City Council authorized the City Manager to enter into a five-year extension to the Agreement.

On March 31, 2020, AMR requested temporary modifications to AMR's obligations under the Agreement because of the COVID-19 pandemic. The City and AMR agree these modifications are needed only until such time as the pandemic is declared over, though one modification (a relaxation of mileage and age limits for three AMR ambulances) is extended until the end of 2020 to account for manufacturing delays in light of the pandemic. The purpose behind the modifications is due to the reduction of volume in terms of transports, but an increase in responses due to people seeking medical attention but wanting to avoid hospitals.

The modifications are set forth in the attached Seventh Amendment to the Ambulance Services Agreement. Each modification is focused on permitting Basic Life Service response for lower priority calls. The Sixth Amendment to the Agreement requires that all subsequent amendments be presented to Council for approval.

Advantage(s)

Temporarily modifies four (4) of AMR's obligations impacting services provided under the Ambulance Services Agreement between the City and AMR.

Disadvantage(s)

None

Budget Impact

None

Prior Council Review

- Council authorized the City Manager to execute the initial Agreement with AMR for emergency medical transport services on November 17, 2014, with a commencement date of January 1, 2015;
- Council authorized the City Manager to enter into a five-year extension to the Agreement on December 17, 2018.

Action Requested

Authorize the City Manager to execute the attached Seventh Amendment to the Professional Services Agreement No. 80989 (Now 88635) with AMR for Ambulance Services.

Joe Molina, Vancouver Fire Chief, 487-7201

ATTACHMENTS:

- Seventh Amendment to the Professional Services Agreement No. 80989 (Now 88635) with AMR for Ambulance Services

AMENDMENT No. 7

PROFESSIONAL SERVICES AGREEMENT

AMBULANCE SERVICES MODIFICATIONS DUE TO COVID-19

This is an Amendment to the Professional Services Agreement 80989 (Now #88635), hereinafter “Agreement,” dated November 17, 2014, by and between the City of Vancouver, a municipal corporation, under the laws of the State of Washington, hereinafter referred to as “City” and American Medical Response Northwest Inc. (AMR), a Delaware corporation hereinafter referred to as “Contractor,” whose address is 409 NE 76th St. Vancouver, WA 98665.

WHEREAS, a State of Emergency has been declared by the President of the United States, the Governor of the State of Washington, and the City of Vancouver in light of COVID-19;

WHEREAS, on April 2, 2020, the Governor of the State of Washington issued Proclamation 20-25.1, which extended the “Stay Home, Stay Healthy” order of Proclamation 20-25 until 11:59 p.m. on May 4, 2020, an order that prohibits non-essential work or travel throughout the State of Washington;

WHEREAS, the pandemic caused by COVID-19 necessitates temporary modifications in Contractor’s obligations under the Agreement until such time as the pandemic is declared over;

Based on the foregoing, the City and Contractor hereby agree to the following amendments to the Agreement. Except as otherwise specified herein, all other terms of the Agreement remain unchanged and in full force and effect:

1. Basic Life Support (BLS) response is allowed for calls of Priority Levels 5-6. Calls of Priority Levels 1-4 shall still be handled as Advanced Life Support (ALS) responses.

2. Amend Article IV, § 1 to read:

The CONTRACTOR is to maintain the number of ALS equipped and fully operating ambulances that represent at least 130% of the peak staffing level, PROVIDED that this clause shall not be enforced until the COVID-19 pandemic is declared over by the termination of all federal, state, and local declarations of emergency.

3. Replace Article IV, § 3(b), as amended on June 17, 2019, with the following:

b. Vehicle Age Limit. Front-line vehicles placed into service during the term of this Agreement may consist of either new vehicles or vehicles that are a remount of a refurbished box onto a new chassis. No more than half of the front-line vehicles placed into service during the term of this Agreement may be remounts of refurbished boxes, at any given time. No vehicle may incur more than one remount of a refurbished box onto a new chassis and, except as otherwise provided below in regards to Units 563, 566, and 567, All front-line vehicles

utilized by CONTRACTOR in performance of this Agreement shall not be older than FIVE (5) years from date of manufacture (Ambulance Modification Completion) nor have more than TWO HUNDRED FIFTY THOUSAND (250,000) miles, whichever comes first. A front-line vehicle is any vehicle which is used to respond to emergency calls and is used for transport of 9-1-1 referrals on either a dedicated or standby basis.

Units 563, 566, and 567 may be used until SIX (6) years from the date of manufacture (Ambulance Modification Completion) or until the vehicle has THREE HUNDRED THOUSAND (300,000) miles, whichever comes first.

4. Insert the following clause at the end of Article VI, § 5:

The requirements in this section for Mobile Computing Devices (MDCs) linked to the 2-way CAD interface and Automatic Vehicle Location (AVL) shall not apply to resources staffed at the BLS level.

5. All acts taken pursuant to this Amendment but prior to its effective date are hereby ratified and confirmed.

(THE REST OF THIS PAGE INTENTIONALLY LEFT BLANK)

7. **Effective Date(s) & Sunset.** Pursuant to Article 11, § 2, as amended on June 17, 2019, this Amendment shall take effect after all parties have signed and the Amendment is approved by the Vancouver City Council. Sections 1, 2, and 4 of this Amendment expire, and the revisions contained therein shall be nullified when each of the following declarations are declared over:

- a. Federal Declared State of Emergency
- b. State of Emergency declared by the Governor of the State of Washington
- c. The “Stay Home, Stay Healthy” order of Proclamation 20-25, as amended
- d. The State of Emergency declared by the City of Vancouver

Section 3 of this Amendment shall expire, and the revisions contained therein shall be nullified, at 11:59 p.m. on December 31, 2020.

DATED this _____ day of _____, 2020.

CITY OF VANCOUVER,
a municipal corporation

CONTRACTOR:
American Medical Response Northwest, Inc.

Eric Holmes, City Manager

Edward B. Van Horne
Chief Operating Officer

Attest:

Natasha Ramras, City Clerk

Approved as to form:

Jonathan Young, City Attorney



Staff Report 049A-20

TO: Mayor and City Council

FROM: Eric Holmes, City Manager

DATE: 4/20/2020

SUBJECT Potential expiration of previously scheduled six-month extension of a temporary moratorium on acceptance and processing of applications for permits for new or expanded developments, or subdivisions, generally located on Evergreen Boulevard from V Street to Grove Street, and Grand Boulevard from Evergreen to Mill Plain

Key Points

- On November 4, 2019, the City Council adopted ordinance M-4277 establishing an emergency six-month moratorium through May 4, 2020, on developments in the subject area, to ensure properties in the subject area have a range of future development options when the Evergreen and Grand corridor portion of the Vancouver Commercial Corridors Strategy project is completed.
- At a public hearing On December 2, 2019, the City Council adopted a resolution with findings in support of the initial moratorium. The findings included a work plan anticipating a further six-month extension of the moratorium in 2020.
- Community outreach towards development of updated plans and standards to allow lifting of the moratorium was initiated through a kick-off open house on February 13, 2020, and associated online survey on the project website, which together engaged over 50 residents, businesses, and interested parties.
- The onset of the COVID-19 pandemic since that time and has had significant impacts on all segments of society, including implications for ongoing operation, sale or development of properties subject to the Evergreen and Grand moratorium.

Objective

At first reading on April 20, 2020, determine whether an ordinance extending the moratorium an additional six months is appropriate for public hearing review as scheduled on May 4, 2020, or after. Staff recommends the moratorium not be extended, in order to ensure flexibility for property owners and tenants related to their properties in response to the COVID-19 crisis.

Should Council wish to extend the moratorium for an additional six months, an ordinance and staff report reflecting that option is attached.

Present Situation

The current moratorium prohibits the acceptance and processing of new applications for permits for new development or expansion of structures through May 4, 2020. The potential ordinance attached would provide an additional six months to develop recommendations for appropriate land uses, building orientation, and other related streetfront, parking, and access considerations, and to continue ongoing public and stakeholder engagement through additional virtual and on-line community input opportunities to evaluate and refine options and recommendations.

Advantage(s)

1. Expiration of the moratorium allows property owners and tenants more flexibility in ongoing operation, sale, or development of their properties in response to their individual circumstances related to the impacts of the COVID-19 pandemic.
2. Expiration of the moratorium recognizes that current development interest and pressure on properties in the area is likely lessened during the pandemic, which was a significant consideration in the original adoption of the moratorium.
3. Expiration of the moratorium still allows for continuation of the planning process initiated to update land use and development standards for the area, which stakeholders indicated significant support for at the February open house and in subsequent conversations.
4. Expiration of the moratorium provides flexibility for project timelines and public engagement processes that reflect the impacts of the COVID-19 pandemic.

Disadvantage(s)

Expiration of the moratorium potentially allows short-term development that may be inconsistent with community goals for the Evergreen and Grand corridors, but this possibility has likely been significantly reduced by the pandemic and associated economic impacts.

Budget Impact

No significant impacts anticipated.

Prior Council Review

1. November 4, 2019 adoption of ordinance M-4277 adopting temporary moratorium.
2. December 2, 2019 public hearing and adoption of resolution with findings in support of ordinance M-4277.

Action Requested

On April 20, 2020, direct staff to not bring forward an ordinance extending the moratorium.

Bryan Snodgrass, Principal Planner, 487-7946; Rebecca Kennedy, Long Term Planning Manager, 487-7896

ATTACHMENTS:

- Staff Report 049-20 and ordinance for first reading (published 04.14.20) - Option to extend moratorium for additional six months



Staff Report 049-20

TO: Mayor and City Council

FROM: Eric Holmes, City Manager

DATE: 4/20/2020
5/4/2020

SUBJECT Six-month extension of a temporary moratorium on acceptance and processing of applications for permits for new or expanded developments, or subdivisions, generally located on Evergreen Boulevard from V Street to Grove Street, and Grand Boulevard from Evergreen to Mill Plain

Key Points

- State law allows adoption of temporary moratoria on particular uses for up to six months while studies are conducted related to such uses and how they should be regulated, provided a hearing on the moratorium is held within 60 days of original adoption.
- On November 4, 2019, the City Council adopted ordinance M-4277 establishing an emergency six-month moratorium on developments in the subject area, to ensure properties in the subject area have a range of future development options when the Evergreen and Grand corridor portion of the Vancouver Commercial Corridors Strategy project is completed in 2020.
- At a public hearing On December 2, 2019, the City Council adopted a resolution with findings in support of the initial moratorium. The findings included a workplan anticipating a further six-month extension of the moratorium in 2020.
- The Evergreen and Grand commercial corridors represent a significant opportunity to enhance an emerging neighborhood business district; existing development regulations do not recognize its unique built environment or promote improvement and enhancement of the area consistent with City of Vancouver Strategic Plan goals for strengthening neighborhood business districts.
- Community outreach was initiated through a kick-off open house on February 13, 2020, and an associated online survey on the project website, which together engaged more than 50 residents, businesses, and interested parties.
- Specific properties impacted by the temporary moratorium are identified in the attached ordinance and map. The moratorium does not prohibit continued review and processing of applications for new or expanded developments that were submitted prior to November 4, 2019, or future submittal of new permits for maintenance or other improvements to existing structures which do not expand them.

Strategic Plan Alignment

Goal 8: Strengthen commercial, retail and community districts throughout the city.

Present Situation

The current moratorium prohibits the acceptance and processing of new applications for permits for new development or expansion of structures through May 4, 2020. The proposed ordinance provides an additional six months to develop recommendations for appropriate land uses, building orientation, and other related streetfront, parking, and access considerations, and to continue ongoing public and stakeholder engagement through additional community input opportunities to evaluate and refine options and recommendations. The specific nature of upcoming community events and whether they occur in-person or virtually will be determined consistent with the overall City response to the COVID-19 situation.

Evergreen/Grand Updated General Workplan

2020 Q1	• Evaluate existing corridor conditions and future potential • Initiate local stakeholder outreach- February 13 Open House, on-line survey and project website completed
2020 Q2	• Identify standards for appropriate land uses, building configuration and streetfront, parking, and access issues. Continue public and stakeholder engagement.
2020 Q3	• Draft initial recommendations for regulatory standards, policies, programs, and planning tools • Continue public and stakeholder engagement
2020 Q4	• Planning Commission and City Council worksessions and public hearings • Remove development moratorium before or on November 4, 2020

Advantage(s)

1. Allows the City time to develop analysis and recommendations for appropriate standards for new development in the subject area.
2. Allows for continuation of ongoing public process and stakeholder outreach, and required environmental review.
3. Avoids applications for uses that could conflict with the achievement of the City of Vancouver long-range vision for economic development and corridor development as articulated in the Strategic Plan and Comprehensive Plan.

Disadvantage(s)

For an additional six months, would prohibit the acceptance and processing of applications for permits for previously allowed new or expanded use in the subject area.

Budget Impact

No significant impacts anticipated.

Prior Council Review

1. November 4, 2019 adoption of ordinance M-4277 adopting temporary moratorium.
2. December 2, 2019 public hearing and adoption of resolution with findings in support of ordinance M-4277.

Action Requested

Approve ordinance on first reading, setting date of second reading and public hearing for Monday, May 4, 2020.

Bryan Snodgrass, Principal Planner, 487-7946

ATTACHMENTS:

- ▢ Ordinance

04/20/20
05/04/2020

ORDINANCE NO. _____

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

WHEREAS, the City of Vancouver has the authority to adopt temporary moratoria pursuant to RCW 36.70A.390 and 35.63.200; and

WHEREAS, On November 4, 2019, the City Council adopted ordinance M-4277 establishing an emergency 6-month moratorium on developments in the subject area, to ensure properties in the subject area have a range of future development options when the Vancouver Commercial Corridors Strategy for this area is completed in 2020. The City is developing a commercial corridors strategy to make better use of the unique resources that Vancouver's major corridors offer; and

WHEREAS, the City Council finds that in order to preserve the ability to prepare this strategy, which includes the Evergreen and Grand commercial corridors, with the widest range of choices and alternatives for future development, it is necessary to continue to temporarily restrict development of new structures; the expansion of existing structures; and subdivisions within the Evergreen and Grand commercial corridors until the strategy is completed; and

WHEREAS, without a continued temporary moratorium the City could, in the near future, receive applications for development that would conflict with the achievement of the long-range vision for this area that will be defined by the commercial corridors strategy that is currently underway; and

WHEREAS, the enactment of this ordinance constitutes an emergency, due to potential land use impacts that may result from continued development in the Evergreen and Grand commercial corridors without the implementation of the strategy; and

WHEREAS, current land use regulations in this area do not adequately address long-term planning strategies, or aesthetic congruity with the community; and

WHEREAS, the temporary moratorium proposed for extension herein allows the City further time to continue on-going public and stakeholder engagement, research and develop a development strategy for the area, implement additional new regulation elements, and amend existing zoning ordinances if necessary; and

WHEREAS, the temporary moratorium enables the City to hold public hearings and maximize public input in the development of the new regulations in the project area without jeopardizing any possible land use options that may be precluded by unrestricted development; and

WHEREAS, community and stakeholder outreach was initiated through a kick-off open house on February 13, 2020, and associated online survey on the project website, which together engaged over 50 residents, businesses, and interested parties; and;

WHEREAS, the City Council believes that the temporary moratorium promotes the public health, safety, and general welfare and convenience of the people of Vancouver, and will

encourage the most desirable and productive use of land and properties in the Evergreen and Grand commercial corridors area; and

NOW, THEREFORE,

BE IT ORDAINED BY THE CITY OF VANCOUVER:

Section 1. The recitals to this ordinance are incorporated herein.

Section 2. Temporary Moratorium. As authorized by RCW 36.70A.390 and RCW 35.63.200, the City Council hereby continues the temporary moratorium originally adopted by ordinance M-4277 on the acceptance, processing, and granting of applications for permits for the development of new structures; the expansion of existing structures; and subdivisions within the Evergreen and Grand commercial corridors as identified in the map at Exhibit A and the list of parcels at Exhibit B attached hereto.

Section 3. Exemptions. The continued moratorium established in Section 2 of this ordinance shall not apply to permits required for upkeep, repair, or maintenance of existing buildings or properties, or work mandated by the City to maintain public health and safety.

Section 4. Duration. This moratorium shall be in effect for six months following the effective date of this ordinance.

Section 5. Vested Rights. The moratorium created by this ordinance does not apply to properties with vested rights existing on November 4, 2019, the date of adoption of this moratorium ordinance. "Vested Rights" shall be defined in accordance with VMC 20.210.110.

Section 6. Effective date. This ordinance shall become effective immediately upon passage. The City Clerk is directed to publish a summary hereof including the title at the earliest possible publication date.

Read the first time:

Ayes: Councilmembers

Nays: Councilmembers

Absent: Councilmembers

Read the second time:

PASSED by the following votes:

Ayes: Councilmembers

Nays: Councilmembers

Absent: Councilmembers

SIGNED this _____ day of _____, 2020.

Anne McEnerny-Ogle, Mayor

Attest:

Natasha Ramras, City Clerk

Approved as to form:

Jonathan Young, City Attorney

ORDINANCE - 4

SUMMARY

ORDINANCE NO. _____

AN ORDINANCE continuing a six-month temporary moratorium upon the acceptance and processing of applications for permits for the development of new structures; the expansion of existing structures; or subdivisions in the Evergreen and Grand commercial corridors as defined herein; establishing six months as the tentative effective period of this ordinance; and establishing an immediate effective date.

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

EXHIBIT A: PROPERTIES SUBJECT TO DEVELOPMENT MORATORIUM

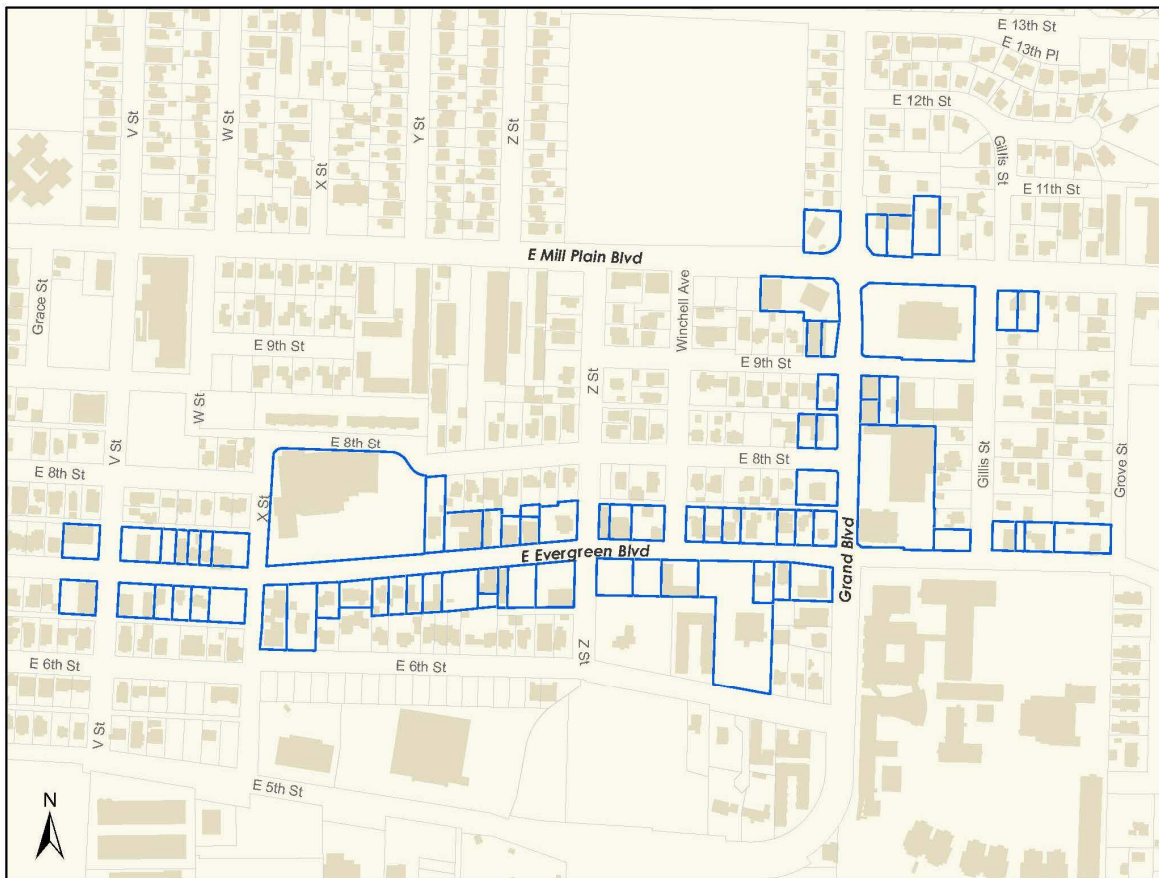


EXHIBIT B: PARCEL NUMBERS OF PROPERTIES SUBJECT TO DEVELOPMENT MORATORIUM

Property Identification Numbers (PIDs) for Properties Subject to Temporary Moratorium

37304080	30879000	30934000
37220000	30908000	31054000
34235030	30945000	34360000
34235040	33370000	30959000
31022000	33130000	30960000
30900000	33410000	34291000
30953000	33400000	34370000
33870000	33390000	33120000
33940000	33380000	33122000
33950000	33250000	30975000
33850000	30971000	33125000
30897000	30918000	30948000
30877000	30989000	33110000
33905000	30917000	33100000
33860000	34396000	33960000
33920000	31044000	31017000
31058000	31050000	37303950
30954000	34390000	30947000
33900000	34380000	30991000
34070000	33240000	986049823
33910000	34375000	37304070
33930000	34355000	30931000
30881000	34340000	34090000
30873000	34330000	34080000
30907000	30869000	30872000

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:

\$ 10,244,117.94 this 20th day of April 2020.

MAYOR



AUDITING OFFICER

COUNCILMEMBER

COUNCILMEMBER

DATE	INCLUSIVE CHECK NUMBERS	CHECK TOTAL
March 31 - April 13	Accounts Payable Checks (see attached)	\$ 7,137,246.12
March 31 - April 13	Hansen City Payments (see attached)	\$ 12,745.25
March 31 - April 13	Visa Refunds (see attached)	\$ -
March 31 - April 13	Payroll Checks (see attached)	\$ 3,094,126.57
TOTAL		\$ 10,244,117.94

INVOICE PAYMENTS REPORT

<u>Payment Category</u>	<u>Payment Type</u>	<u>Check Number</u>	<u>Payment Date</u>	<u>Payment Amount</u>	<u>Payment Payee</u>	<u>Payment Memo if applicable</u>
Supplier Payment	Manual Wire	No Reference	3/31/2020	610,346.08	Blue Cross Blue Shield of Oregon	
Supplier Payment	Manual Wire	No Reference	3/31/2020	63,517.63	Clark County - Remit-To: Clark County - Treasurer Vancouver	
Supplier Payment	Manual Wire	No Reference	3/31/2020	38,520.88	Gallagher Bassett Services Inc	
Supplier Payment	Manual Wire	No Reference	3/31/2020	513,773.10	Operations Management International Inc	
Supplier Payment	Manual Wire	No Reference	3/31/2020	24,575.80	Washington Dental Service	
Supplier Payment	Manual Wire	No Reference	4/1/2020	12,777.56	Athlactron Holding	
Supplier Payment	Manual Wire	No Reference	4/1/2020	3,208.80	Athlactron Holding	
Supplier Payment	Manual Wire	No Reference	4/1/2020	8,996.81	Athlactron Holding	
Supplier Payment	Manual Wire	No Reference	4/1/2020	1,091.33	Athlactron Holding	
Supplier Payment	Manual Wire	No Reference	4/1/2020	4,615.55	Internal Revenue Service	
Supplier Payment	Manual Wire	No Reference	4/1/2020	883,178.18	Rotschy Inc	
Supplier Payment	Manual Wire	No Reference	4/2/2020	36.00	State of Washington Department of Licensing - Remit-To: DOL - Seattle Remit	
Supplier Payment	Manual Wire	No Reference	4/6/2020	3,586.62	Operations Management International Inc	
Supplier Payment	Manual Wire	No Reference	4/6/2020	14,070.30	Operations Management International Inc	
Supplier Payment	Manual Wire	No Reference	4/6/2020	5,763.60	Operations Management International Inc	
Supplier Payment	Manual Wire	No Reference	4/6/2020	198,911.43	Operations Management International Inc	
Supplier Payment	Manual Wire	No Reference	4/6/2020	9,678.29	State of Washington Department of Retirement System (PERS)	
Supplier Payment	Manual Wire	No Reference	4/7/2020	21,294.25	Bank Of America N.A. - Remit-To: Account Analysis	
Supplier Payment	Manual Wire	No Reference	4/7/2020	319,874.40	Blue Cross Blue Shield of Oregon	
Supplier Payment	Manual Wire	No Reference	4/7/2020	25,546.07	Gallagher Bassett Services Inc	
Supplier Payment	Manual Wire	No Reference	4/7/2020	9,864.16	VSP Vision Care Inc	
Supplier Payment	Manual Wire	No Reference	4/7/2020	2,983.90	Washington Dental Service	
Supplier Payment	Manual Wire	No Reference	4/10/2020	235,251.95	Clark County - Remit-To: Clark County - Treasurer Vancouver	
Supplier Payment	Manual Wire	No Reference	4/10/2020	75.00	HRA VEBA Plan	
Supplier Payment	Manual Wire	No Reference	4/10/2020	7,198.03	ICMA 401A	
Supplier Payment	Manual Wire	No Reference	4/10/2020	187,423.65	ICMA Corp	
Supplier Payment	Manual Wire	No Reference	4/10/2020	24,420.68	ING	
Supplier Payment	Manual Wire	No Reference	4/10/2020	533.40	Oregon SDU	
Supplier Payment	Manual Wire	No Reference	4/10/2020	76,038.34	State of Washington Department of Retirement System (PERS)	
Supplier Payment	Manual Wire	No Reference	4/10/2020	2,521.72	Vancouver Fire Command Officers	
Supplier Payment	Manual Wire	No Reference	4/10/2020	22,819.32	Vancouver Firefighters Union Health & Welfare Trust	
Supplier Payment	Manual Wire	No Reference	4/10/2020	4,199.76	Washington SDU	
Supplier Payment	Manual Wire	No Reference	4/10/2020	17,600.00	Washington State Firefighters	
Supplier Payment	Manual Wire	No Reference	4/10/2020	17,464.29	Western States Health & Welfare Trust	
Supplier Payment	Manual Wire	No Reference	4/13/2020	909,764.22	Internal Revenue Service	
Supplier Payment	Manual Wire	No Reference	4/13/2020	93.76	State of Arizona	
Expense Payment	Direct Deposit	EFT-00049098	4/2/2020	25.52	Brooke Porter	Employee Reimbursement
Expense Payment	Direct Deposit	EFT-00049099	4/2/2020	16.25	Sheryl Hale	Employee Reimbursement
Expense Payment	Direct Deposit	EFT-00049100	4/2/2020	57.00	Robin Brown	Employee Reimbursement
Expense Payment	Direct Deposit	EFT-00049101	4/2/2020	171.00	Jason Kitterman	Employee Reimbursement
Expense Payment	Direct Deposit	EFT-00051068	4/9/2020	365.50	Jaron Yankovich	Employee Reimbursement

INVOICE PAYMENTS REPORT

<u>Payment Category</u>	<u>Payment Type</u>	<u>Check Number</u>	<u>Payment Date</u>	<u>Payment Amount</u>	<u>Payment Payee</u>	<u>Payment Memo if applicable</u>
Expense Payment	Direct Deposit	EFT-00051069	4/9/2020	173.43	Tracy Livingston	Employee Reimbursement
Supplier Payment	EFT	EFT-00051070	4/9/2020	20,089.09	Lynn K Wittwer MD PC	
Supplier Payment	EFT	EFT-00051071	4/10/2020	13,091.49	Allegiance Benefit Plan Management Inc	
Supplier Payment	EFT	EFT-00051072	4/10/2020	76.60	Legal Shield	
Expense Payment	Check	10923	4/1/2020	222.20	Isaac Ennis	Employee Reimbursement
Ad Hoc Payment	Check	10924	4/1/2020	290.65	Barbara Leichtmaer	Utility Refunds: 0078001200-03
Ad Hoc Payment	Check	10925	4/1/2020	264.21	Conservice Reo Utilities	Utility Refunds: 0002000112-01
Ad Hoc Payment	Check	10926	4/1/2020	39.28	Trever and Melissa Knowles	Utility Refunds: 0073003269-04
Ad Hoc Payment	Check	10927	4/1/2020	13.00	ABIGAIL YOUNG	VOUCHER 2007101.030
Ad Hoc Payment	Check	10928	4/1/2020	34.57	ADELINA WILDY	VOUCHER 2005169.030
Ad Hoc Payment	Check	10929	4/1/2020	17.03	ALEIDA JERNIGAN	VOUCHER 2005568.030
Ad Hoc Payment	Check	10930	4/1/2020	19.09	ALENA SCHUELZKE	VOUCHER 2005715.030
Ad Hoc Payment	Check	10931	4/1/2020	34.00	ALISHA MADDUX	VOUCHER 2007090.030
Ad Hoc Payment	Check	10932	4/1/2020	311.20	Alvis Electrical Inc.	CMI-277447 REFUND
Ad Hoc Payment	Check	10933	4/1/2020	25.00	Amanda Fisher	cit waived Emerg Order 2020-05 7200906254
Ad Hoc Payment	Check	10934	4/1/2020	10.00	Amanda Sattler	Activity Cancellation due COVID-19
Ad Hoc Payment	Check	10935	4/1/2020	373.87	Amy Montague	ref pkg permit COV09454
Ad Hoc Payment	Check	10936	4/1/2020	1,028.72	Andrew Jeffers	Membership Error Refund
Ad Hoc Payment	Check	10937	4/1/2020	10.00	Andrew Lambert	Activity Cancellation due to COVID-19
Ad Hoc Payment	Check	10938	4/1/2020	19.61	ANGELA CATHEY	VOUCHER 2005244.030
Ad Hoc Payment	Check	10939	4/1/2020	24.36	Angela Vahsholtz-Andersen	Prorated Mar 2020 Membership Refund
Ad Hoc Payment	Check	10940	4/1/2020	17.03	ANN TRAHAN	VOUCHER 2005681.030
Ad Hoc Payment	Check	10941	4/1/2020	16.94	April Braveheart	Prorated Mar 2020 Membership Refund
Ad Hoc Payment	Check	10942	4/1/2020	17.03	BARBARA MILLER	VOUCHER 2005620.030
Ad Hoc Payment	Check	10943	4/1/2020	14.45	Bert Robinson	Prorated Mar 2020 Membership Refund
Ad Hoc Payment	Check	10944	4/1/2020	19.61	BEVERLY KNIGHT	VOUCHER 2005582.030
Ad Hoc Payment	Check	10945	4/1/2020	19.61	BILL BRANDON	VOUCHER 2005817.030
Ad Hoc Payment	Check	10946	4/1/2020	73.00	Bob's Electric	MPE-279554
Ad Hoc Payment	Check	10947	4/1/2020	24.77	BOB MONG	VOUCHER 2005969.030
Ad Hoc Payment	Check	10948	4/1/2020	26.83	Bob Shepps	Prorated Mar 2020 Membership Refund
Ad Hoc Payment	Check	10949	4/1/2020	17.03	BONNIE NEALEIGH	VOUCHER 2005626.030
Ad Hoc Payment	Check	10950	4/1/2020	23.43	BRENNA KLEIN	VOUCHER 2006631.030
Ad Hoc Payment	Check	10951	4/1/2020	23.43	BRENNA KLEIN	VOUCHER 2006422.030
Ad Hoc Payment	Check	10952	4/1/2020	17.03	Brian Kennell	Prorated Mar 2020 Membership Refund
Ad Hoc Payment	Check	10953	4/1/2020	32.51	BRIAN NORTHINGTON	voucher 2005187.030
Ad Hoc Payment	Check	10954	4/1/2020	23.43	BRIE STOTT	VOUCHER 2006668.030
Ad Hoc Payment	Check	10955	4/1/2020	23.22	Bruce Bromley	Prorated Mar 2020 Membership Refund
Ad Hoc Payment	Check	10956	4/1/2020	18.06	Bryan Kenyon	Prorated Mar 2020 Membership Refund
Ad Hoc Payment	Check	10957	4/1/2020	21.16	Caleb Griffin	Prorated Mar 2020 Membership Refund
Ad Hoc Payment	Check	10958	4/1/2020	115.08	Carmen Sampson	2007064.030
Ad Hoc Payment	Check	10959	4/1/2020	19.61	Carol Frink	Prorated Mar 2020 Membership Refund
Ad Hoc Payment	Check	10960	4/1/2020	66.11	Carol Lantz	2007063.030
Ad Hoc Payment	Check	10961	4/1/2020	18.06	Carolyn Drew	Prorated Mar 2020 Membership Refund
Ad Hoc Payment	Check	10962	4/1/2020	26.28	CARRIE WYLAM	VOUCHER 2006692.030
Ad Hoc Payment	Check	10963	4/1/2020	58.40	Cascade Radon	MPE-279500
Ad Hoc Payment	Check	10964	4/1/2020	58.40	Cascade Radon	MPE-279474
Ad Hoc Payment	Check	10965	4/1/2020	58.40	Cascade Radon	MPE-279472 REFUND
Ad Hoc Payment	Check	10966	4/1/2020	193.63	Cascade West Development LLC	RES-273858 REFUND

INVOICE PAYMENTS REPORT

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Ad Hoc Payment	Check	10967	4/1/2020	13.00	CATHIE MEACHAM	VOUCHER 2005618.030
Ad Hoc Payment	Check	10968	4/1/2020	19.09	CELESTE WILLIAMS	VOUCHER 2005804.030
Ad Hoc Payment	Check	10969	4/1/2020	26.04	Chanthan Jameson	reunf pkg permit COV09650
Ad Hoc Payment	Check	10970	4/1/2020	14.50	CHARISSA THORNLEY	VOUCHER 2006088.030
Ad Hoc Payment	Check	10971	4/1/2020	14.96	Charles Caughlan	Prorated Mar 2020 Membership Refund
Ad Hoc Payment	Check	10972	4/1/2020	24.77	CHERYL WEIR	VOUCHER 2006019.030
Ad Hoc Payment	Check	10973	4/1/2020	82.20	Christen Thompson	2006949.030
Ad Hoc Payment	Check	10974	4/1/2020	18.06	Cindy Janes-Daily	Prorated Mar 2020 Membership Refund
Ad Hoc Payment	Check	10975	4/1/2020	111.92	Clackamas Electric Inc.	MPE-278770 REFUND
Ad Hoc Payment	Check	10976	4/1/2020	30.00	Clark County Clerk	20200331
Ad Hoc Payment	Check	10977	4/1/2020	58.40	Comfort Air, Inc.	MPE-279299 REFUND
Ad Hoc Payment	Check	10978	4/1/2020	29.35	Connie Grant	ref pkg perm COV 09460
Ad Hoc Payment	Check	10979	4/1/2020	90.00	Court Guerci	Chris Guerci Activity Cancellation due to COVID-19
Ad Hoc Payment	Check	10980	4/1/2020	17.03	CRAIG CUSICK	VOUCHER 2005506.030
Ad Hoc Payment	Check	10981	4/1/2020	65.20	Crown Electric	MPE-279012 REFUND
Ad Hoc Payment	Check	10982	4/1/2020	33.77	CURTIS KIMBROUGH SR	VOUCHER 2005076.030
Ad Hoc Payment	Check	10983	4/1/2020	17.03	DALE E SMITH	VOUCHER 2005667.030
Ad Hoc Payment	Check	10984	4/1/2020	28.38	DANNY WITHEM	VOUCHER 2006029.030
Ad Hoc Payment	Check	10985	4/1/2020	210.00	David Wall	20190903
Ad Hoc Payment	Check	10986	4/1/2020	32.00	Debbie Charron	Natalie Charron Cancelled Activity
Ad Hoc Payment	Check	10987	4/1/2020	10.00	Debbie Johnson	Activity Cancellation due to COVID-19
Ad Hoc Payment	Check	10988	4/1/2020	87.10	Debbie Wager	refund pk per COV09322
Ad Hoc Payment	Check	10989	4/1/2020	10.32	DENNY ROA	VOUCHER 2006026.030
Ad Hoc Payment	Check	10990	4/1/2020	60.00	Diana Pena	Activity Cancellation due to COVID-19
Ad Hoc Payment	Check	10991	4/1/2020	19.09	DIANE VARJAVANDI	VOUCHER 2005769.030
Ad Hoc Payment	Check	10992	4/1/2020	17.03	DOLORES BENNETT	VOUCHER 2005810.030
Ad Hoc Payment	Check	10993	4/1/2020	14.96	Dolores Dunn	Prorated Mar 2020 Membership Refund
Ad Hoc Payment	Check	10994	4/1/2020	2,330.00	Domenica Montes	Event Cancellation – Permit #7119
Ad Hoc Payment	Check	10995	4/1/2020	14.96	Dona Alvick	Prorated Mar 2020 Membership Refund
Ad Hoc Payment	Check	10996	4/1/2020	19.35	Donna Greene	Prorated Mar 2020 Membership Refund
Ad Hoc Payment	Check	10997	4/1/2020	123.00	Dulcie Cameron	Bailey and Owen Activity Cancellation
Ad Hoc Payment	Check	10998	4/1/2020	17.03	EILEEN MILL	VOUCHER 2005619.030
Ad Hoc Payment	Check	10999	4/1/2020	41.43	EMILY ABER	VOUCHER 2007114.030
Ad Hoc Payment	Check	11000	4/1/2020	168.82	Esther Barnard	ref pkg permit COV09666
Ad Hoc Payment	Check	11001	4/1/2020	24.77	EUGENE STONG	VOUCHER 2006007.030
Ad Hoc Payment	Check	11002	4/1/2020	17.03	EVELYN HORNE	VOUCHER 2005557.030
Ad Hoc Payment	Check	11003	4/1/2020	19.61	FANNY GEIGER	VOUCHER 2005532.030
Ad Hoc Payment	Check	11004	4/1/2020	19.61	FLOYD LEE	VOUCHER 2005589.030
Ad Hoc Payment	Check	11005	4/1/2020	30.00	GABY TAPIE	VOUCHER 2006719.030
Ad Hoc Payment	Check	11006	4/1/2020	24.77	GARY SUMMERSON	VOUCHER 2006008.030
Ad Hoc Payment	Check	11007	4/1/2020	673.00	Ginn Development	LUP-78231 REFUND
Ad Hoc Payment	Check	11008	4/1/2020	90.00	Greg Werner	Activity Cancellation due to COVID-19
Ad Hoc Payment	Check	11009	4/1/2020	17.03	GWEN EDWARDS	VOUCHER 2005519.030
Ad Hoc Payment	Check	11011	4/1/2020	19.35	Holly Blosser	Prorated Mar 2020 Membership Refund
Ad Hoc Payment	Check	11012	4/1/2020	14.96	Ira Forleiter	Prorated Mar 2020 Membership Refund
Ad Hoc Payment	Check	11013	4/1/2020	23.22	Jackie McFall	Prorated Mar 2020 Membership Refund
Ad Hoc Payment	Check	11014	4/1/2020	26.28	JACQUILINE LUNA	VOUCHER 2006585.030
Ad Hoc Payment	Check	11015	4/1/2020	26.83	Jade Ward	Prorated Mar 2020 Membership Refund
Ad Hoc Payment	Check	11016	4/1/2020	19.09	JAMIE SPECK	VOUCHER 2005735.030
Ad Hoc Payment	Check	11017	4/1/2020	24.77	JANE M OLSCHESKY	VOUCHER 2005981.030

INVOICE PAYMENTS REPORT

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Ad Hoc Payment	Check	11018	4/1/2020	17.03	Janet Railsback	Prorated Mar 2020 Membership Refund
Ad Hoc Payment	Check	11019	4/1/2020	23.43	JAVIER OJEDA DIAZ	VOUCHER 2006546.030
Ad Hoc Payment	Check	11020	4/1/2020	17.03	Jean Beary-Stolle	Prorated Mar 2020 Membership Refund
Ad Hoc Payment	Check	11021	4/1/2020	24.77	JEANYA MCMILLAN	VOUCHER 2005958.030
Ad Hoc Payment	Check	11022	4/1/2020	48.00	JEFF BLACKWELL	VOUCHER 2005503.030
Ad Hoc Payment	Check	11023	4/1/2020	18.06	Jennifer Cole	Prorated Mar 2020 Membership Refund
Ad Hoc Payment	Check	11024	4/1/2020	34.00	Jennifer Garland	Event Cancellation – Permit #9118
Ad Hoc Payment	Check	11025	4/1/2020	45.00	JENNIFER PAN	VOUCHER 2006547.030
Ad Hoc Payment	Check	11026	4/1/2020	25.00	Jennifer Richman	cit waived Emerg Order 2020-05 7200906235
Ad Hoc Payment	Check	11027	4/1/2020	26.32	JENNI GAINSBOROUGH	VOUCHER 2005955.030
Ad Hoc Payment	Check	11028	4/1/2020	17.03	JEREMIAH NED	VOUCHER 2005627.030
Ad Hoc Payment	Check	11029	4/1/2020	26.28	JEREMY NOBLE	VOUCHER 2006544.030
Ad Hoc Payment	Check	11030	4/1/2020	15.00	Jessica Erradi	Activity Cancellation due to COVID-19
Ad Hoc Payment	Check	11031	4/1/2020	34.29	JOAN C SMITH	VOUCHER 2007120.030
Ad Hoc Payment	Check	11032	4/1/2020	66.11	JOAN KRUGER	VOUCHER 2007071.030
Ad Hoc Payment	Check	11033	4/1/2020	24.77	JOE KELLER	VOUCHER 2005935.030
Ad Hoc Payment	Check	11034	4/1/2020	18.06	Johanna Corbridge	Prorated Mar 2020 Membership Refund
Ad Hoc Payment	Check	11035	4/1/2020	34.57	JOHN WAMPACH	VOUCHER 2005164.030
Ad Hoc Payment	Check	11036	4/1/2020	24.77	JOLENE CONZATTI	VOUCHER 2005896.030
Ad Hoc Payment	Check	11037	4/1/2020	26.83	Jo-Marianne Trudeau-Burt	Prorated Mar 2020 Membership Refund
Ad Hoc Payment	Check	11038	4/1/2020	450.00	Juan Angulo Galvan	Event Cancellation – Permit #9049
Ad Hoc Payment	Check	11039	4/1/2020	17.03	Judie Cole	Prorated Mar 2020 Membership Refund
Ad Hoc Payment	Check	11040	4/1/2020	82.00	Judith Hernandez	Brooklyn and Karma Activity Prorate Refund
Ad Hoc Payment	Check	11041	4/1/2020	28.38	JUDITH VANDERBOUT	VOUCHER 2006016.030
Ad Hoc Payment	Check	11042	4/1/2020	19.61	JUDY ERICKSON	VOUCHER 2005523.030
Ad Hoc Payment	Check	11043	4/1/2020	17.03	Judy Thomas	Prorated Mar 2020 Membership Refund
Ad Hoc Payment	Check	11044	4/1/2020	18.06	Karen Henry	Prorated Mar 2020 Membership Refund
Ad Hoc Payment	Check	11045	4/1/2020	26.28	KAREN NETH	VOUCHER 2006470.030
Ad Hoc Payment	Check	11046	4/1/2020	19.61	KAREN WANG	VOUCHER 2005685.030
Ad Hoc Payment	Check	11047	4/1/2020	17.03	KATHLEEN HANSON	VOUCHER 2005544.030
Ad Hoc Payment	Check	11048	4/1/2020	25.00	Kathleen Molle	ref overpmyt pkg cit 7200905904
Ad Hoc Payment	Check	11049	4/1/2020	19.61	KATHLEEN MORRIS	VOUCHER 2005832.030
Ad Hoc Payment	Check	11050	4/1/2020	26.28	KATHRYN ALDER	VOUCHER 2006070.030
Ad Hoc Payment	Check	11051	4/1/2020	23.43	KATIE ARNELL	VOUCHER 2006324.030
Ad Hoc Payment	Check	11052	4/1/2020	123.00	Kayla Templeton	Karsen and Luke Activity Cancellation
Ad Hoc Payment	Check	11053	4/1/2020	17.03	KAY MCKAIL	VOUCHER 2005613.030
Ad Hoc Payment	Check	11054	4/1/2020	8.00	Kecen Zhou	TriMet Virtual Hop reimbursement
Ad Hoc Payment	Check	11055	4/1/2020	25.00	Kelly Cloepfil	Cit Waived Emergency Order 2020-05 7200906269
Ad Hoc Payment	Check	11056	4/1/2020	23.43	KELLY JO RICHARDS	VOUCHER 2006375.030
Ad Hoc Payment	Check	11057	4/1/2020	26.32	Kenneth Dewire	Prorated Mar 2020 Membership Refund
Ad Hoc Payment	Check	11058	4/1/2020	28.38	KENNETH NAGATA	VOUCHER 2005972.030
Ad Hoc Payment	Check	11059	4/1/2020	67.00	Kent Ayres	Activity Cancellations due to COVID-19
Ad Hoc Payment	Check	11060	4/1/2020	19.61	KEREN WATTS	VOUCHER 2005689.030
Ad Hoc Payment	Check	11061	4/1/2020	17.03	KRISTEN WALSH	VOUCHER 2005853.030
Ad Hoc Payment	Check	11062	4/1/2020	19.35	Kristi Baker	Prorated Mar 2020 Membership Refund
Ad Hoc Payment	Check	11063	4/1/2020	62.00	Kyle Phipps-Davisson	Activity Refunds due to COVID-19
Ad Hoc Payment	Check	11064	4/1/2020	26.28	LEAH MATTHEW	VOUCHER 2006648.030
Ad Hoc Payment	Check	11065	4/1/2020	18.06	Leann Dodds	Prorated Mar 2020 Membership Refund
Ad Hoc Payment	Check	11066	4/1/2020	11.87	LESLIE FOPPE	VOUCHER 2006050.030
Ad Hoc Payment	Check	11067	4/1/2020	14.45	Lila Erickson	Prorated Mar 2020 Membership Refund

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Ad Hoc Payment	Check	11068	4/1/2020	17.03	LINDA GENTRY	VOUCHER 2005533.030
Ad Hoc Payment	Check	11069	4/1/2020	26.83	Linda Malattia	Prorated Mar 2020 Membership Refund
Ad Hoc Payment	Check	11070	4/1/2020	23.22	Linda Ocasio	Prorated Mar 2020 Membership Refund
Ad Hoc Payment	Check	11071	4/1/2020	25.00	Linda Sue Mabry	refund overpmt pkg cit 7201809693
Ad Hoc Payment	Check	11072	4/1/2020	17.03	LORETTA RAMSEY	VOUCHER 2005644.030
Ad Hoc Payment	Check	11073	4/1/2020	17.03	LOUISE BECKMAN	VOUCHER 2005209.030
Ad Hoc Payment	Check	11074	4/1/2020	93.60	Madison May	2006950.030
Ad Hoc Payment	Check	11075	4/1/2020	17.03	MARGARET HECKENLIVELY	VOUCHER 2005550.030
Ad Hoc Payment	Check	11076	4/1/2020	14.50	MARIA RIOS ARCIGA	VOUCHER 2006089.030
Ad Hoc Payment	Check	11077	4/1/2020	24.77	MARK MOERMAN	VOUCHER 2005968.030
Ad Hoc Payment	Check	11078	4/1/2020	26.28	MARK SCOTT MATHEWS	VOUCHER 2006520.030
Ad Hoc Payment	Check	11079	4/1/2020	23.43	MARK SCOTT MATHEWS	VOUCHER 2006457.030
Ad Hoc Payment	Check	11080	4/1/2020	21.16	Mark Vrvilo	Prorated Mar 2020 Membership Refund
Ad Hoc Payment	Check	11081	4/1/2020	72.00	Mary Jo McCann	Colleen: Activity Cancellation
Ad Hoc Payment	Check	11082	4/1/2020	23.22	Melinda Bell	Prorated Mar 2020 Membership Refund
Ad Hoc Payment	Check	11083	4/1/2020	14.45	Melissa Newhouse	Prorated Mar 2020 Membership Refund
Ad Hoc Payment	Check	11084	4/1/2020	22.70	Meredith Wales	Prorated Mar 2020 Membership Refund
Ad Hoc Payment	Check	11085	4/1/2020	24.77	MERRILL LONG	VOUCHER 2005944.030
Ad Hoc Payment	Check	11086	4/1/2020	915.00	Michael Brown	Event Cancellation Permit #8104
Ad Hoc Payment	Check	11087	4/1/2020	23.22	Michael Maher	Prorated Mar 2020 Membership Refund
Ad Hoc Payment	Check	11088	4/1/2020	15.27	MICHAEL YOUNG	VOUCHER 2005802.030
Ad Hoc Payment	Check	11089	4/1/2020	15.27	MIKE MCFADDEN	VOUCHER 2005795.030
Ad Hoc Payment	Check	11090	4/1/2020	26.32	Mike Subocz	Prorated Mar 2020 Membership Refund
Ad Hoc Payment	Check	11091	4/1/2020	60.00	Millie James	Activity Prorate - Alice L and Chantel T
Ad Hoc Payment	Check	11092	4/1/2020	17.00	MIRGNA DANIELS	VOUCHER 2007096
Ad Hoc Payment	Check	11093	4/1/2020	24.77	MO HASHEMI	VOUCHER 2005929.030
Ad Hoc Payment	Check	11094	4/1/2020	17.03	MOIRA HAND	VOUCHER 2005542.030
Ad Hoc Payment	Check	11095	4/1/2020	25.12	MOSHE OVADA	VOUCHER 2006741.030
Ad Hoc Payment	Check	11096	4/1/2020	58.40	Mr. Electric of Clark County	MPE-279096 REFUND
Ad Hoc Payment	Check	11097	4/1/2020	17.03	NANCY GUINN	VOUCHER 2005538
Ad Hoc Payment	Check	11098	4/1/2020	19.09	NANCY PARSONS	VOUCHER 2005491.030
Ad Hoc Payment	Check	11099	4/1/2020	21.16	Nancy Poe	Prorated Mar 2020 Membership Refund
Ad Hoc Payment	Check	11100	4/1/2020	82.00	NATALYA KUBRAKOV	VOUCHER 2006670.030
Ad Hoc Payment	Check	11101	4/1/2020	11,136.00	National League of Cities	Inv #157356
Ad Hoc Payment	Check	11102	4/1/2020	17.03	NEAL DAVIDSON	VOUCHER 2005508.030
Ad Hoc Payment	Check	11103	4/1/2020	10.00	Nora Yenne	Activity Cancellation due to COVID-19
Ad Hoc Payment	Check	11104	4/1/2020	18.06	Patricia Dougherty	Prorated Mar 2020 Membership Refund
Ad Hoc Payment	Check	11105	4/1/2020	41.43	PATRICIA SIMONS	VOUCHER 2007119.030
Ad Hoc Payment	Check	11106	4/1/2020	753.76	PCS	Inv #11978 negative trust
Ad Hoc Payment	Check	11107	4/1/2020	26.32	PHYLLIS JANELLE	VOUCHER 2005959.030
Ad Hoc Payment	Check	11108	4/1/2020	57.09	Protect Your Home	MPE-271965 REFUND
Ad Hoc Payment	Check	11109	4/1/2020	47.14	Rachel Peters	2007031.030
Ad Hoc Payment	Check	11110	4/1/2020	19.09	RAYMOND SALANO	VOUCHER 2005706.030
Ad Hoc Payment	Check	11111	4/1/2020	54.00	REBEKAH ROSS	VOUCHER 2006234.030
Ad Hoc Payment	Check	11112	4/1/2020	17.03	Rena Leeper	Prorated Mar 2020 Membership Refund
Ad Hoc Payment	Check	11113	4/1/2020	23.22	Richard Wollert	Prorated Mar 2020 Membership Refund
Ad Hoc Payment	Check	11114	4/1/2020	18.06	Rick Kosarich	Prorated Mar 2020 Membership Refund
Ad Hoc Payment	Check	11115	4/1/2020	29.93	ROBERT WINSTON	VOUCHER 2005989.030
Ad Hoc Payment	Check	11116	4/1/2020	26.28	SABRINA BROWN	VOUCHER 2006345.030
Ad Hoc Payment	Check	11117	4/1/2020	17.03	SANDRA JACKSON	VOUCHER 2005566.030

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<u>Payment Category</u>	<u>Payment Type</u>	<u>Check Number</u>	<u>Payment Date</u>	<u>Payment Amount</u>	<u>Payment Payee</u>	<u>Payment Memo if applicable</u>
Ad Hoc Payment	Check	11118	4/1/2020	21.16	SARAH POULSEN	VOUCHER 2005925.030
Ad Hoc Payment	Check	11119	4/1/2020	17.03	SHARON NEWMANN	VOUCHER 2005628.030
Ad Hoc Payment	Check	11120	4/1/2020	17.03	SHARRON WATKINS	VOUCHER 2005687.030
Ad Hoc Payment	Check	11121	4/1/2020	15.27	SHAUN WOOD	VOUCHER 2005801.030
Ad Hoc Payment	Check	11122	4/1/2020	17.03	SHEILA MARTINSON	VOUCHER 2005607.030
Ad Hoc Payment	Check	11123	4/1/2020	72.00	Sherry Chamberlain	Activity Cancellation due to COVID-19
Ad Hoc Payment	Check	11124	4/1/2020	19.61	SOPHIE DATE	VOUCHER 2005507.030
Ad Hoc Payment	Check	11125	4/1/2020	145.40	Susan G Evans	refund 600 SCIP loan
Ad Hoc Payment	Check	11126	4/1/2020	75.00	SUSAN LAMPE	VOUCHER 2005487.030
Ad Hoc Payment	Check	11127	4/1/2020	24.77	SUSAN SIMSHAW	VOUCHER 2006002.030
Ad Hoc Payment	Check	11128	4/1/2020	17.03	TERRI MADSEN	VOUCHER 2005828.030
Ad Hoc Payment	Check	11129	4/1/2020	17.03	TOM WHALEN	voucher 2005694.030
Ad Hoc Payment	Check	11130	4/1/2020	22.95	Victoria Barrett	2006877.030
Ad Hoc Payment	Check	11131	4/1/2020	17.03	WALTER C JONES	VOUCHER 2005573.030
Ad Hoc Payment	Check	11132	4/1/2020	23.43	WENDY VANVALKENBURG-HUFF	VOUCHER 2006559.030
Supplier Payment	Check	11133	4/1/2020	562.50	Adaptive Insights LLC	
Supplier Payment	Check	11134	4/1/2020	227.04	Airgas, Inc	
Supplier Payment	Check	11135	4/1/2020	433.60	A-Line Asphalt Maintenance Inc	
Supplier Payment	Check	11136	4/1/2020	10,949.75	Allegis Group Holdings Inc - Remit-To: TekSystems Inc - Atlanta	
Supplier Payment	Check	11137	4/1/2020	304.57	Aramark Uniform & Career Apparel LLC - Remit-To: Aramark - Pasadena	
Supplier Payment	Check	11138	4/1/2020	6,193.00	Blairco Inc	
Supplier Payment	Check	11139	4/1/2020	858.51	Bound Tree Medical LLC	
Supplier Payment	Check	11140	4/1/2020	20,991.95	CECO Inc	
Supplier Payment	Check	11141	4/1/2020	565.20	Cintas Fire Protection - Remit-To: Cintas Fire Protection - Cincinnati	
Supplier Payment	Check	11142	4/1/2020	149.39	Clark County - Remit-To: Clark County - Treasurer Seattle	
Supplier Payment	Check	11143	4/1/2020	571.27	Clark County Title Company	
Supplier Payment	Check	11144	4/1/2020	60,726.47	Core and Main LP - Remit-To: Core and Main LP	
Supplier Payment	Check	11145	4/1/2020	7,970.00	Dennis R Peoples	
Supplier Payment	Check	11146	4/1/2020	1,098.50	Elisa Maria Timms	
Supplier Payment	Check	11147	4/1/2020	28,433.90	Epic Land Solutions Inc	
Supplier Payment	Check	11148	4/1/2020	7,750.00	ETC Institute	
Supplier Payment	Check	11149	4/1/2020	56.36	Experian Marketing Solutions - Remit-To: Experian - Los Angeles	
Supplier Payment	Check	11150	4/1/2020	2,623.28	Ferguson Enterprises - Remit-To: Ferguson - Dallas	
Supplier Payment	Check	11151	4/1/2020	16,005.00	Financial Consulting Solutions Group Inc	
Supplier Payment	Check	11152	4/1/2020	2,541.98	Fire Systems West	
Supplier Payment	Check	11153	4/1/2020	1,805.93	Gallagher Bassett Services Inc	
Supplier Payment	Check	11154	4/1/2020	1,188.75	Geographic Technologies Group	
Supplier Payment	Check	11155	4/1/2020	500.00	Gregory Andrew Robinson	
Supplier Payment	Check	11156	4/1/2020	14,230.73	Harper Houf Peterson Righellis Inc	
Supplier Payment	Check	11157	4/1/2020	3,886.67	H D Fowler Company Inc	
Supplier Payment	Check	11158	4/1/2020	32,611.81	HMI Oregon - Remit-To: Pacific WRO	
Supplier Payment	Check	11159	4/1/2020	4,340.00	Jack E Mountjoy	
Supplier Payment	Check	11160	4/1/2020	95,343.40	Jeffrey Barrar PS	
Supplier Payment	Check	11161	4/1/2020	2,670.00	Kevin Boren	
Supplier Payment	Check	11162	4/1/2020	4,422.68	Kittelson & Associates Inc	
Supplier Payment	Check	11163	4/1/2020	20,472.17	MacKay Sposito Inc	

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

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Supplier Payment	Check	11164	4/1/2020	1,202.50	Marquam Group LTD	
Supplier Payment	Check	11165	4/1/2020	400.00	McAuliffe Consulting Inc	
Supplier Payment	Check	11166	4/1/2020	7,957.22	Municipal Emergency Services Inc - Remit-To: Municipal Emergency Services - Chicago	
Supplier Payment	Check	11167	4/1/2020	5,460.00	Nancy K Kerfoot	
Supplier Payment	Check	11168	4/1/2020	249.76	National Safety Inc	
Supplier Payment	Check	11169	4/1/2020	24,028.44	Nelson Nygaard Consulting Associates Inc - Remit-To: Nelson Nygaard Consulting Associates Inc	
Supplier Payment	Check	11170	4/1/2020	321.01	Northwest Cascade Inc	
Supplier Payment	Check	11171	4/1/2020	362.73	Otis Elevator	
Supplier Payment	Check	11172	4/1/2020	7,154.40	Owen Equipment Co - Remit-To: Supplier Owen Equipment Co	
Supplier Payment	Check	11173	4/1/2020	650.00	Parkeon	
Supplier Payment	Check	11174	4/1/2020	93,764.25	PBS Engineering and Environmental Inc	
Supplier Payment	Check	11175	4/1/2020	8,333.33	Police Records and Information Management Group	
Supplier Payment	Check	11176	4/1/2020	501.60	PPC Solutions Inc	
Supplier Payment	Check	11177	4/1/2020	379.07	Praxair Distribution Inc	
Supplier Payment	Check	11178	4/1/2020	1,509.50	Professional Service Industries	
Supplier Payment	Check	11179	4/1/2020	10,524.56	Proforce Marketing Inc	
Supplier Payment	Check	11180	4/1/2020	3,830.75	Quick Caption Inc	
Supplier Payment	Check	11181	4/1/2020	178.86	Rentokil North America Inc	
Supplier Payment	Check	11182	4/1/2020	15,904.45	Right of Way Associates Inc	
Supplier Payment	Check	11183	4/1/2020	554.47	River City Environmental	
Supplier Payment	Check	11184	4/1/2020	1,350.00	Rock Creek Communications, LLC	
Supplier Payment	Check	11185	4/1/2020	6,890.00	Ronnie F Mendoza	
Supplier Payment	Check	11186	4/1/2020	1,300.80	SafeFire LLC	
Supplier Payment	Check	11187	4/1/2020	3,179.64	Sharon Rice	
Supplier Payment	Check	11188	4/1/2020	9.86	Shred It USA LLC	
Supplier Payment	Check	11189	4/1/2020	760.34	SME Solutions LLC	
Supplier Payment	Check	11190	4/1/2020	56,381.59	Software House International SHI - Remit-To: SHI - Dallas	
Supplier Payment	Check	11191	4/1/2020	2,806.00	Southwest Officials Services Inc	
Supplier Payment	Check	11192	4/1/2020	540.86	State of Washington Department of Transportation - Remit-To: WADOT - PO Box 47305	
Supplier Payment	Check	11193	4/1/2020	2,730.00	Stephanie A. Smith	
Supplier Payment	Check	11194	4/1/2020	11,380.44	TMG Services Inc	
Supplier Payment	Check	11195	4/1/2020	1,347.40	Towing & Recovering Services Inc	
Supplier Payment	Check	11196	4/1/2020	216.26	Triple J Enterprises	
Supplier Payment	Check	11197	4/1/2020	16,133.62	Two Rivers Terminal LLC	
Supplier Payment	Check	11198	4/1/2020	229.00	Vast Data Concepts	
Supplier Payment	Check	11199	4/1/2020	424.00	Voice123, Inc	
Supplier Payment	Check	11200	4/1/2020	4,000.00	W&H Pacific Inc.	
Supplier Payment	Check	11201	4/1/2020	6,541.60	Walter E Nelson Company	
Supplier Payment	Check	11202	4/1/2020	11,059.86	Wilson Oil Inc	
Supplier Payment	Check	11203	4/1/2020	19,338.56	Wire Works LLC	
Supplier Payment	Check	11204	4/1/2020	3,433.00	W Todd Pascoe	
Supplier Payment	Check	11205	4/1/2020	1,640.78	WW Grainger Inc	
Supplier Payment	Check	11206	4/1/2020	86.46	AT & T Mobility II LLC	
Supplier Payment	Check	11207	4/1/2020	150.05	Cellco Partnership - Remit-To: Cellco - Dallas	

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Supplier Payment	Check	11208	4/1/2020	6,915.00	Clark County - Remit-To: Clark County - Treasurer Vancouver	
Supplier Payment	Check	11209	4/1/2020	547.27	Clark Public Utility District No. 1	
Supplier Payment	Check	11210	4/1/2020	818.00	Clark Public Utility District No. 1	
Supplier Payment	Check	11211	4/1/2020	411.75	Clark Public Utility District No. 1	
Supplier Payment	Check	11212	4/1/2020	1,843.91	Clark Public Utility District No. 1	
Supplier Payment	Check	11213	4/1/2020	976.54	Clark Public Utility District No. 1	
Supplier Payment	Check	11214	4/1/2020	295.85	Clark Public Utility District No. 1	
Supplier Payment	Check	11215	4/1/2020	1,029.29	Clark Public Utility District No. 1	
Supplier Payment	Check	11216	4/1/2020	737.61	Clark Public Utility District No. 1	
Supplier Payment	Check	11217	4/1/2020	451.10	Clark Public Utility District No. 1	
Supplier Payment	Check	11218	4/1/2020	42.71	Clark Public Utility District No. 1	
Supplier Payment	Check	11219	4/1/2020	562.64	Clark Public Utility District No. 1	
Supplier Payment	Check	11220	4/1/2020	42.58	Clark Public Utility District No. 1	
Supplier Payment	Check	11221	4/1/2020	288.26	Comcast Holdings Corporation - Remit-To: Comcast Business - City of Industry	
Supplier Payment	Check	11222	4/1/2020	151.10	Comcast Holdings Corporation - Remit-To: Comcast Business - City of Industry	
Supplier Payment	Check	11223	4/1/2020	109.95	Comcast Holdings Corporation - Remit-To: Comcast Business - City of Industry	
Supplier Payment	Check	11224	4/1/2020	16,348.79	Comcast Holdings Corporation - Remit-To: Comcast Holdings Corporation - Philadelphia	
Supplier Payment	Check	11225	4/1/2020	262.00	Dex Media West	
Supplier Payment	Check	11226	4/1/2020	40.69	Frontier Communications	
Supplier Payment	Check	11227	4/1/2020	35.55	Northwest Natural Gas Company - Remit-To: NW Natural - Portland	
Supplier Payment	Check	11228	4/1/2020	25,037.94	Northwest Staffing Resources Inc - Remit-To: NW Staffing - Portland	
Supplier Payment	Check	11229	4/1/2020	1,044.90	Qwest Corp - Remit-To: CenturyLink - Phoenix	
Supplier Payment	Check	11230	4/1/2020	715.35	Qwest Corp - Remit-To: Qwest CABS - Monroe	
Supplier Payment	Check	11231	4/1/2020	15,894.87	Qwest Corp - Remit-To: Qwest Corp- Seattle	
Supplier Payment	Check	11232	4/1/2020	288.00	Rotschy Inc	
Supplier Payment	Check	11233	4/1/2020	14.45	United Parcel Service	
Supplier Payment	Check	11234	4/1/2020	8,591.07	Waste Connections of Washington - Remit-To: Waste Connections - Vancouver	
Ad Hoc Payment	Check	11235	4/8/2020	58.40	ADT LLC	MPE-278866
Ad Hoc Payment	Check	11236	4/8/2020	57.09	ADT LLC	MPE-271503
Ad Hoc Payment	Check	11237	4/8/2020	288.00	Alliant Systems LLC	MPE-279799
Ad Hoc Payment	Check	11238	4/8/2020	28.38	Amy Case	Prorated Mar 2020 Membership Refund
Ad Hoc Payment	Check	11239	4/8/2020	35.00	ANDREW STRAWN	VOUCHER 2007189.030
Ad Hoc Payment	Check	11240	4/8/2020	108.00	Andrew Wright	Activity Cancellation due to COVID-19
Ad Hoc Payment	Check	11241	4/8/2020	28.38	Angela Smith	Prorated Mar 2020 Membership Refund
Ad Hoc Payment	Check	11242	4/8/2020	72.00	Anne Lynn Gaston	Activity Cancellations due to COVID-19
Ad Hoc Payment	Check	11243	4/8/2020	17.03	Ann Kaufman	Prorated Mar 2020 Membership Refund
Ad Hoc Payment	Check	11244	4/8/2020	34.57	Aron Versteeg	Prorated Mar 2020 Membership Refund
Ad Hoc Payment	Check	11245	4/8/2020	108.00	Barbara Davenport	Activity Cancellation due to COVID-19
Ad Hoc Payment	Check	11246	4/8/2020	108.00	Bobbi Ferenchak	Activity Cancellation due to COVID-19
Ad Hoc Payment	Check	11247	4/8/2020	28.38	Calvin Robinson	Prorated Mar 2020 Membership Refund
Ad Hoc Payment	Check	11248	4/8/2020	18.06	Carol McLagan	Prorated Mar 2020 Membership Refund
Ad Hoc Payment	Check	11249	4/8/2020	18.06	Craig Murphy	Prorated Mar 2020 Membership Refund
Ad Hoc Payment	Check	11250	4/8/2020	37.00	DEBBIE PRATT	VOUCHER 2007186.030
Ad Hoc Payment	Check	11251	4/8/2020	105.00	Dianne Hanawalt	Rose O Activity Cancellation due to COVID-19

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Ad Hoc Payment	Check	11252	4/8/2020	28.38	Erin Brochu	Prorated Mar 2020 Membership Refund
Ad Hoc Payment	Check	11253	4/8/2020	30.44	Erinn Havig	Prorated Mar 2020 Membership Refund
Ad Hoc Payment	Check	11254	4/8/2020	74.23	Fitzpatrick Electric Inc	MPE-277924
Ad Hoc Payment	Check	11255	4/8/2020	20.64	Jamie Reeb	Prorated Mar 2020 Membership Refund
Ad Hoc Payment	Check	11256	4/8/2020	204.00	JAN MARIE SLOSAR	REFUND FOR PERSONAL TRAINING SESSIONS AT FCC
Ad Hoc Payment	Check	11257	4/8/2020	253.00	Jim Borden	Activity Cancellations due to COVID-19
Ad Hoc Payment	Check	11258	4/8/2020	18.06	Joanna Walters	Prorated Mar 2020 Membership Refund
Ad Hoc Payment	Check	11259	4/8/2020	25.00	Joseph Fustolo	Cit waived COVID--19 7200906215
Ad Hoc Payment	Check	11260	4/8/2020	92.00	Julie Martino	Activity Cancellation due to COVID-19
Ad Hoc Payment	Check	11261	4/8/2020	28.38	Karen Read	Prorated Mar 2020 Membership Refund
Ad Hoc Payment	Check	11262	4/8/2020	7,500.00	Kathleen Barcos	20190925
Ad Hoc Payment	Check	11263	4/8/2020	14.96	Kathryn Kennedy	Prorated Mar 2020 Membership Refund
Ad Hoc Payment	Check	11264	4/8/2020	34.57	Katie Hopkins	Prorated Mar 2020 Membership Refund
Ad Hoc Payment	Check	11265	4/8/2020	28.38	Kelly Ryan	Prorated Mar 2020 Membership Refund
Ad Hoc Payment	Check	11266	4/8/2020	18.06	Kelly Siegle	Prorated Mar 2020 Membership Refund
Ad Hoc Payment	Check	11267	4/8/2020	14.96	Kenneth Tuttle	Prorated Mar 2020 Membership Refund
Ad Hoc Payment	Check	11268	4/8/2020	25.00	Kerry Kartchner	refund pkg cit 7200905883
Ad Hoc Payment	Check	11269	4/8/2020	38.70	Kevin Standley	Prorated Mar 2020 Membership Refund
Ad Hoc Payment	Check	11270	4/8/2020	105.00	Lauren Dulabon	Activity Cancellation due to COVID-19
Ad Hoc Payment	Check	11271	4/8/2020	13.00	Linda Bendall	Activity Cancellation due to COVID-19
Ad Hoc Payment	Check	11272	4/8/2020	28.38	Loretta Glenn	Prorated Mar 2020 Membership Refund
Ad Hoc Payment	Check	11273	4/8/2020	18.06	Lori Stevens	Prorated Mar 2020 Membership Refund
Ad Hoc Payment	Check	11274	4/8/2020	14.96	Macie Miller	Prorated Mar 2020 Membership Refund
Ad Hoc Payment	Check	11275	4/8/2020	30.44	Marina Diaz	Prorated Mar 2020 Membership Refund
Ad Hoc Payment	Check	11276	4/8/2020	100.00	Mark Trenda	Activity Cancellation due to COVID-19
Ad Hoc Payment	Check	11277	4/8/2020	14.96	Mary Hall	Prorated Mar 2020 Membership Refund
Ad Hoc Payment	Check	11278	4/8/2020	58.00	Mike Dailey	Activity Cancellation due to COVID-19
Ad Hoc Payment	Check	11279	4/8/2020	35.00	MINCHIH CHOU	VOUCHER 2007187.030
Ad Hoc Payment	Check	11280	4/8/2020	58.07	Norkool,Linda	Utility Refunds: 0000005446-02
Ad Hoc Payment	Check	11281	4/8/2020	18.06	Paige Scott	Prorated Mar 2020 Membership Refund
Ad Hoc Payment	Check	11282	4/8/2020	62.00	Patrick Cahill	Activity Cancellation due to COVID-19
Ad Hoc Payment	Check	11283	4/8/2020	90.00	Patty Economides	Activity Cancellation due to COVID-19
Ad Hoc Payment	Check	11284	4/8/2020	28.38	Phillip Martello	Prorated Mar 2020 Membership Refund
Ad Hoc Payment	Check	11285	4/8/2020	51.00	RACHEL BECK	VOUCHER 2007185.030
Ad Hoc Payment	Check	11286	4/8/2020	10.00	Rebecca Loewen	Activity Cancellation due to COVID-19
Ad Hoc Payment	Check	11287	4/8/2020	185.00	Rhonda Poland	COVID-19 Cancellations -Joey K & Kyle S
Ad Hoc Payment	Check	11288	4/8/2020	30.44	Robert Syverson	Prorated Mar 2020 Membership Refund
Ad Hoc Payment	Check	11289	4/8/2020	30.44	Rodney Krause	Prorated Mar 2020 Membership Refund
Ad Hoc Payment	Check	11290	4/8/2020	17.03	Sheila McGee	Prorated Mar 2020 Membership Refund
Ad Hoc Payment	Check	11291	4/8/2020	37.00	SHERI HOLLOWAY	VOUCHER 2007188.030
Ad Hoc Payment	Check	11292	4/8/2020	18.06	Summer McClintock	Prorated Mar 2020 Membership Refund
Ad Hoc Payment	Check	11293	4/8/2020	17.03	Suzanne Holden	Prorated Mar 2020 Membership Refund
Ad Hoc Payment	Check	11294	4/8/2020	554.00	The Center: CC Adventist Community Services	Event Cancellation -- Permit #8520
Ad Hoc Payment	Check	11295	4/8/2020	25.00	Theresa Regnier	Cit waived Emerg Order 2020-05 7201709561
Ad Hoc Payment	Check	11296	4/8/2020	19.03	Todd Korthuis	Prorated Mar 2020 Membership Refund
Ad Hoc Payment	Check	11297	4/8/2020	50.40	TRACY STRUB	VOUCHER 7190.030
Ad Hoc Payment	Check	11298	4/8/2020	160.00	Vicki Heinrich	Activity Cancellation due to COVID-19
Ad Hoc Payment	Check	11299	4/8/2020	25.00	Whitlaker / Ellis Builders Inc	refund overpmt pkg cit 7201810114
Ad Hoc Payment	Check	11300	4/8/2020	37.00	ZITA SAITO	VOUCHER 2007191.030
Ad Hoc Payment	Check	11301	4/8/2020	54.72	Alan and Virginia Burgess	Utility Refunds: 0086018500-03

INVOICE PAYMENTS REPORT

<u>Payment Category</u>	<u>Payment Type</u>	<u>Check Number</u>	<u>Payment Date</u>	<u>Payment Amount</u>	<u>Payment Payee</u>	<u>Payment Memo if applicable</u>
Ad Hoc Payment	Check	11302	4/8/2020	56.44	Albert W and Pat H Plambeck	Utility Refunds: 0101000173-01
Ad Hoc Payment	Check	11303	4/8/2020	151.00	Dong Fan	Utility Refunds: 0015029046-03
Ad Hoc Payment	Check	11304	4/8/2020	109.15	Hong Cheng Yang	Utility Refunds: 0121040030-06
Ad Hoc Payment	Check	11305	4/8/2020	165.09	Invest West Management LLC	Utility Refunds: 0038021800-12
Ad Hoc Payment	Check	11306	4/8/2020	425.00	Janice Wilson	Utility Refunds: 0096046200-03 Consolidated refund created from multiple refunds
Ad Hoc Payment	Check	11307	4/8/2020	34.80	Julie R Rouzee	Utility Refunds: 0005005704-24
Ad Hoc Payment	Check	11308	4/8/2020	20.21	Kribs,Eva	Utility Refunds: 0060070400-01
Ad Hoc Payment	Check	11309	4/8/2020	71.54	Radyslav and Erika Kushtan	Utility Refunds: 0138002582-07
Ad Hoc Payment	Check	11310	4/8/2020	74.47	Rebecca Boone Wolf and Terry Wolf	Utility Refunds: 0010048800-12
Ad Hoc Payment	Check	11311	4/8/2020	652.74	Thompson,Benjamin	Utility Refunds: 0163001016-02
Supplier Payment	Check	11312	4/8/2020	247.00	Accurate Corporate Services Inc	
Supplier Payment	Check	11313	4/8/2020	157,913.71	Advanced Excavating Specialists LLC	
Supplier Payment	Check	11314	4/8/2020	13.44	Airgas, Inc	
Supplier Payment	Check	11315	4/8/2020	798.00	Allegheny Answering Services	
Supplier Payment	Check	11316	4/8/2020	9,350.00	Allegis Group Holdings Inc - Remit-To: TekSystems Inc - Atlanta	
Supplier Payment	Check	11317	4/8/2020	304.57	Aramark Uniform & Career Apparel LLC - Remit-To: Aramark - Pasadena	
Supplier Payment	Check	11318	4/8/2020	6,974.70	Arborscape Ltd Inc	
Supplier Payment	Check	11319	4/8/2020	198.74	Bound Tree Medical LLC	
Supplier Payment	Check	11320	4/8/2020	2,036.79	Cascade Centers Inc	
Supplier Payment	Check	11321	4/8/2020	8,968.07	Century West Engineering Corp	
Supplier Payment	Check	11322	4/8/2020	2,500.00	CFM Strategic Communications Inc	
Supplier Payment	Check	11323	4/8/2020	41,286.63	CH2M Hill Engineers Inc - Remit-To: CH2M Hill Engineers Inc - Bellevue	
Supplier Payment	Check	11324	4/8/2020	500.00	Chanmi Development LLC	
Supplier Payment	Check	11325	4/8/2020	14,937.50	Clark County Fire District 5	
Supplier Payment	Check	11326	4/8/2020	133,999.75	Clark County - Remit-To: Clark County - Treasurer Vancouver	
Supplier Payment	Check	11327	4/8/2020	995.21	Cloud PWR	
Supplier Payment	Check	11328	4/8/2020	24,007.00	Copiers Northwest	
Supplier Payment	Check	11329	4/8/2020	3,063.26	Eagle Newspaper Inc	
Supplier Payment	Check	11330	4/8/2020	767.25	Esix Sportswear	
Supplier Payment	Check	11331	4/8/2020	176.31	Fazio Bros Sand Co Inc	
Supplier Payment	Check	11332	4/8/2020	7,250.00	Gallagher Bassett Services Inc	
Supplier Payment	Check	11333	4/8/2020	1,138.45	Gelco Supply Inc	
Supplier Payment	Check	11334	4/8/2020	6,815.29	Gray & Osborne Inc	
Supplier Payment	Check	11335	4/8/2020	13,028.75	Houlihan Law PC	
Supplier Payment	Check	11336	4/8/2020	6,550.89	ISSQUARED Inc.	
Supplier Payment	Check	11337	4/8/2020	1,626.00	Jamestown Networks	
Supplier Payment	Check	11338	4/8/2020	4,250.00	JCI Jones Chemicals Inc	
Supplier Payment	Check	11339	4/8/2020	9,044.00	Journey Theater Arts Group	
Supplier Payment	Check	11340	4/8/2020	2,058.00	Judith L Bufford	
Supplier Payment	Check	11341	4/8/2020	200.00	Julia A Weiss	
Supplier Payment	Check	11342	4/8/2020	9,250.00	Katherine Oman	
Supplier Payment	Check	11343	4/8/2020	168,213.12	Key Code Media, Inc	
Supplier Payment	Check	11344	4/8/2020	7,376.77	Lakeside Industries Inc - Remit-To: Lakeside - Issaquah	
Supplier Payment	Check	11345	4/8/2020	3,453.75	Lee Weinstein	
Supplier Payment	Check	11346	4/8/2020	104.00	Legacy Laboratory Services Inc	

INVOICE PAYMENTS REPORT

<u>Payment Category</u>	<u>Payment Type</u>	<u>Check Number</u>	<u>Payment Date</u>	<u>Payment Amount</u>	<u>Payment Payee</u>	<u>Payment Memo if applicable</u>
Supplier Payment	Check	11347	4/8/2020	8,860.95	Lois D Cohen Associates - Remit-To: Supplier Lois D Cohen Associates	
Supplier Payment	Check	11348	4/8/2020	4,364.00	MacDonald-Miller Facility Solutions Inc	
Supplier Payment	Check	11349	4/8/2020	676.50	Makhan Uppal	
Supplier Payment	Check	11350	4/8/2020	1,311.00	Maria Tunno	
Supplier Payment	Check	11351	4/8/2020	298.10	Mark IV Enterprises Inc	
Supplier Payment	Check	11352	4/8/2020	2,510.00	Marquam Group LTD	
Supplier Payment	Check	11353	4/8/2020	3,005.00	Maul Foster & Alongi Inc	
Supplier Payment	Check	11354	4/8/2020	1,000.00	Message Gears LLC	
Supplier Payment	Check	11355	4/8/2020	19,752.16	Metereaders LLC	
Supplier Payment	Check	11356	4/8/2020	52.13	Miller Mendel Inc	
Supplier Payment	Check	11357	4/8/2020	101.90	Mobes Business Forms	
Supplier Payment	Check	11358	4/8/2020	2,344.23	Morgan Holen and Associates LLC	
Supplier Payment	Check	11359	4/8/2020	1,619.93	Municipal Emergency Services Inc - Remit-To: Municipal Emergency Services - Chicago	
Supplier Payment	Check	11360	4/8/2020	1,250.00	Nelson Nygaard Consulting Associates Inc - Remit-To: Nelson Nygaard Consulting Associates Inc	
Supplier Payment	Check	11361	4/8/2020	11,311.00	Newco Inc.	
Supplier Payment	Check	11362	4/8/2020	100.00	North Clark Historical Museum	
Supplier Payment	Check	11363	4/8/2020	127.76	Northwest Cascade Inc	
Supplier Payment	Check	11364	4/8/2020	1,825.42	One Call Concepts Inc	
Supplier Payment	Check	11365	4/8/2020	56,909.97	Open Text Inc - Remit-To: Open Text Inc	
Supplier Payment	Check	11366	4/8/2020	7,830.00	Pacific Talent Inc	
Supplier Payment	Check	11367	4/8/2020	126,889.14	Parkeon	
Supplier Payment	Check	11368	4/8/2020	12,216.56	Physio-Control Inc - Remit-To: Stryker Medical	
Supplier Payment	Check	11369	4/8/2020	3,687.77	PMI Truck Bodies Inc	
Supplier Payment	Check	11370	4/8/2020	37,869.64	PPC Solutions Inc	
Supplier Payment	Check	11371	4/8/2020	403.79	Precor Commercial Fitness	
Supplier Payment	Check	11372	4/8/2020	2,750.00	ProTech Professional Technical Services Canada Inc.	
Supplier Payment	Check	11373	4/8/2020	760.00	Purple Communications Inc	
Supplier Payment	Check	11374	4/8/2020	2,290.75	Quick Caption Inc	
Supplier Payment	Check	11375	4/8/2020	5,081.10	Retail Lockbox Inc	
Supplier Payment	Check	11376	4/8/2020	21,841.19	Rexel USA Inc - Remit-To: Rexel USA Inc	
Supplier Payment	Check	11377	4/8/2020	442.50	ROP Consulting Inc	
Supplier Payment	Check	11378	4/8/2020	13,602.75	S&B Inc	
Supplier Payment	Check	11379	4/8/2020	786.79	San Diego Police Equipment Co Inc	
Supplier Payment	Check	11380	4/8/2020	51,431.72	Second Step Housing	
Supplier Payment	Check	11381	4/8/2020	37,528.08	Selectron Technologies	
Supplier Payment	Check	11382	4/8/2020	6,267.00	Sequence Graphics LLC	
Supplier Payment	Check	11383	4/8/2020	126,613.42	Share Inc	
Supplier Payment	Check	11384	4/8/2020	2,562.63	Software House International SHI - Remit-To: SHI - Dallas	
Supplier Payment	Check	11385	4/8/2020	6.27	State of Oregon Department of Transportation - Remit-To: OR DMV - Salem	
Supplier Payment	Check	11386	4/8/2020	1,483.24	State of Washington Consolidated Technology Services	
Supplier Payment	Check	11387	4/8/2020	127.15	State of Washington Department of Licensing - Remit-To: DOL - Seattle Remit	
Supplier Payment	Check	11388	4/8/2020	599.25	State of Washington State Patrol	
Supplier Payment	Check	11389	4/8/2020	31.08	Stericycle Inc	

INVOICE PAYMENTS REPORT

<u>Payment Category</u>	<u>Payment Type</u>	<u>Check Number</u>	<u>Payment Date</u>	<u>Payment Amount</u>	<u>Payment Payee</u>	<u>Payment Memo if applicable</u>
Supplier Payment	Check	11390	4/8/2020	4,822.76	StreamlineAM LLC	
Supplier Payment	Check	11391	4/8/2020	95.00	T2 Systems Inc - Remit-To: T2- Atlanta	
Supplier Payment	Check	11392	4/8/2020	4,793.50	Targetsolutions Learning LLC - Remit-To: Supplier Targetsolutions Learning LLC Tampa	
Supplier Payment	Check	11393	4/8/2020	476.85	The Greg Prothman Company	
Supplier Payment	Check	11394	4/8/2020	19,273.91	The Pape Group Inc - Remit-To: Pape Machinery	
Supplier Payment	Check	11395	4/8/2020	606.60	Transunion Risk & Alternative Data Solutions Inc	
Supplier Payment	Check	11396	4/8/2020	379.40	Triple J Enterprises	
Supplier Payment	Check	11397	4/8/2020	4,252.50	Una J Walker	
Supplier Payment	Check	11398	4/8/2020	455.06	United States Dosimetry Technology Inc	
Supplier Payment	Check	11399	4/8/2020	53.69	US Bank National Association - Remit-To: Voyager Fleet Systems Inc	
Supplier Payment	Check	11400	4/8/2020	37.50	Vancouver School District #37	
Supplier Payment	Check	11401	4/8/2020	37,500.00	Vancouver Watersheds Council	
Supplier Payment	Check	11402	4/8/2020	2,184.47	Wallis Engineering PLLC	
Supplier Payment	Check	11403	4/8/2020	17,668.54	Walter E Nelson Company	
Supplier Payment	Check	11404	4/8/2020	42.76	XPO Logistics Enterprise Services, Inc - Remit-To: XPO - Portland	
Supplier Payment	Check	11405	4/8/2020	875.50	Yakima County	
Supplier Payment	Check	11406	4/8/2020	8,001.50	AT & T Mobility II LLC	
Supplier Payment	Check	11407	4/8/2020	1,362.95	Cellco Partnership - Remit-To: Cellco - Dallas	
Supplier Payment	Check	11408	4/8/2020	541.75	City of Vancouver - Remit-To: COV - Vehicle Reg	
Supplier Payment	Check	11409	4/8/2020	560,997.35	Clark County - Remit-To: Clark County - Treasurer Vancouver	
Supplier Payment	Check	11410	4/8/2020	108.27	Comcast Holdings Corporation - Remit-To: Comcast Business - City of Industry	
Supplier Payment	Check	11411	4/8/2020	193.27	Comcast Holdings Corporation - Remit-To: Comcast Business - City of Industry	
Supplier Payment	Check	11412	4/8/2020	109.90	Comcast Holdings Corporation - Remit-To: Comcast Business - City of Industry	
Supplier Payment	Check	11413	4/8/2020	24.91	Comcast Holdings Corporation - Remit-To: Comcast Business - City of Industry	
Supplier Payment	Check	11414	4/8/2020	114.90	Comcast Holdings Corporation - Remit-To: Comcast Business - City of Industry	
Supplier Payment	Check	11415	4/8/2020	23.94	Eagle Newspaper Inc	
Supplier Payment	Check	11416	4/8/2020	6,710.61	Northwest Natural Gas Company - Remit-To: NW Natural - Portland	
Supplier Payment	Check	11417	4/8/2020	17,642.87	Northwest Staffing Resources Inc - Remit-To: NW Staffing - Portland	
Supplier Payment	Check	11418	4/8/2020	68.52	Qwest Corp - Remit-To: Qwest Corp- Seattle	
Supplier Payment	Check	11419	4/8/2020	6,162.76	Rebecca Dean	
Supplier Payment	Check	11420	4/8/2020	132.00	Rotschy Inc	
Supplier Payment	Check	11421	4/8/2020	11,068.54	Sawyer & Sons Construction LLC	
Supplier Payment	Check	11422	4/8/2020	63.72	United Parcel Service	
Supplier Payment	Check	11423	4/8/2020	5,500.00	United States Postal Service	
Expense Payment	Check	11424	4/8/2020	179.03	Audrey Hing	Employee Reimbursement
Supplier Payment	Check	11425	4/10/2020	8,677.19	Aflac	
Supplier Payment	Check	11426	4/10/2020	5,421.29	AFSCME Local #307	
Supplier Payment	Check	11427	4/10/2020	1,962.00	Chapter 13 - Trustee	
Supplier Payment	Check	11428	4/10/2020	22,267.38	IAFF Local #452	
Supplier Payment	Check	11429	4/10/2020	682.50	IAM Local #1374	
Supplier Payment	Check	11430	4/10/2020	8,727.77	Life Insurance Company of North America	

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

INVOICE PAYMENTS REPORT

<u>Payment Category</u>	<u>Payment Type</u>	<u>Check Number</u>	<u>Payment Date</u>	<u>Payment Amount</u>	<u>Payment Payee</u>	<u>Payment Memo if applicable</u>
Supplier Payment	Check	11431	4/10/2020	575.00	MFS Service Center Inc	
Supplier Payment	Check	11432	4/10/2020	25.00	OPEIU Local #11	
Supplier Payment	Check	11433	4/10/2020	4,598.28	OPEIU Local #11	
Supplier Payment	Check	11434	4/10/2020	576.00	Teamsters Local #58	
Supplier Payment	Check	11435	4/10/2020	350.00	UA Local #290	
Supplier Payment	Check	11436	4/10/2020	1,078.97	United Way of the Columbia Willamette	
Supplier Payment	Check	11437	4/10/2020	929.32	Vancouver Command Guild	
Supplier Payment	Check	11438	4/10/2020	11,345.04	Vancouver Police Officer Guild	
Supplier Payment	Check	11439	4/10/2020	2,952.14	Western Conference of Teamsters	
Supplier Payment	Check	11440	4/10/2020	1,166.32	Western Metal Industry Pension Plan	
			SUBTOTAL	7,137,246.12		
Hansen			4/7/2020	1,843.62	City Payments	Posted 03-31-20 thru 04-06-20
Hansen			4/14/2020	10,901.63	City Payments	Posted 04-07-20 thru 04-13-20
			SUBTOTAL	12,745.25		
Visa			4/7/2020	0.00	Miscellaneous	Parks Class Refunds - FCC 03-31-20 thru 04-06-20
Visa			4/7/2020	0.00	Miscellaneous	Parks Class Refunds - MCC 03-31-20 thru 04-06-20
Visa			4/7/2020	0.00	Miscellaneous	Parks Class Refunds - Special Events 03-31-20 thru 04-06-20
Visa			4/7/2020	0.00	Miscellaneous	Parks Class Refunds - WREC 03-31-20 thru 04-06-20
Visa			4/14/2020	0.00	Miscellaneous	Parks Class Refunds - FCC 04-07-20 thru 04-13-20
Visa			4/14/2020	0.00	Miscellaneous	Parks Class Refunds - MCC 04-07-20 thru 04-13-20
Visa			4/14/2020	0.00	Miscellaneous	Parks Class Refunds - Special Events 04-07-20 thru 04-13-20
Visa			4/14/2020	0.00	Miscellaneous	Parks Class Refunds - WREC 04-07-20 thru 04-13-20
			SUBTOTAL	0.00		
			TOTAL	7,149,991.37		

City of Vancouver
Payroll Council Report
March 31, 2020 - April 13, 2020

Check No.	Date	Explanation	Amount
2555 - 2565	03/31/20	3 2020 Pension Payroll	\$ 11,038.92
49008 - 49054	03/31/20	3 2020 Pension Direct Deposits	\$ 55,713.72
2566 - 2569	04/10/20	7 2020 Payroll	\$ 8,155.51
49165 - 51049	04/10/20	7 2020 Direct Deposits	\$ 3,019,218.42
N/A	04/10/20	NACHA Return	\$ (2,456.28)
51075	04/13/20	Replacement Direct Deposit for NACHA Return	\$ 2,456.28

\$ 3,094,126.57



Staff Report 041-20

TO: Mayor and City Council

FROM: Eric Holmes, City Manager

DATE: 4/20/2020

SUBJECT Suspension of base business fee and business license surcharge from April 1, 2020, through March 31, 2021

Key Points

- The City of Vancouver requires businesses located in the incorporated city limits to obtain a business license and pay a fee of \$200 per location plus a \$90 per full time employee (up to 400 employees) business license fee surcharge annually. The resulting revenues fund police operations and transportation programs.
- Businesses renew once annually.
- Coronavirus (COVID-19) pandemic has put a strain on Vancouver businesses, as many businesses have ceased operations to comply with Governor Inslee's orders.
- The City would like to provide financial help to the negatively impacted businesses by suspending the business license fee and surcharge for a 12-month period beginning on April 1, 2020.

Strategic Plan Alignment

Goal 9: Build the strongest, most resilient economy in the region.

Present Situation

The City of Vancouver requires businesses located in the incorporated city limits to obtain a business license and pay a fee of \$200 per location plus a \$90 per full time employee business license fee surcharge annually. On an annual basis, this revenue source generates approximately \$5.5 million for the City. The fees fund police staffing, increased over the last four years, and transportation programs.

Businesses renew their licenses once annually. Those that have already renewed for 2020 would see their paid fees covering year 2021.

Coronavirus (COVID-19) pandemic has put a strain on Vancouver businesses, and many business have ceased operations to comply with Governor Inslee's orders.

The City would like to provide financial help to the negatively impacted businesses by suspending the business license fee and surcharge for a 12-month period beginning on April 1, 2020.

Vancouver Police Department has staff vacancies due to the normal attrition and will likely generate some savings during the remainder of the year to offset the forgone revenue resulting from suspension of the fees. Transportation will delay projects that were anticipated to be funded by the business license fee surcharge until 2021.

Advantage(s)

Suspension of business license fees and per FTE business license surcharge will help businesses weather the impacts of the pandemic and the resulting economic downturn.

Disadvantage(s)

The City would not collect \$5.5 million dollars in revenue. However, this source of revenue is calculated based on private sector FTE count. Given the unprecedented increase in new unemployment claims in the early stages of the pandemic emergency, it is unlikely the City would have collected the original \$5.5 million forecasted for 2020.

Budget Impact

The City will not collect an estimated \$5.5 million dollars in revenue in the following 12 months. The impact will be largely offset by salary savings in the General Fund. Transportation will delay capital projects that were anticipated to be funded by the business license fee surcharge revenue.

Prior Council Review

None

Action Requested

On Monday, April 20, 2020, subject to second reading and public hearing, approve the ordinance.

Natasha Ramras, Chief Financial Officer, 487-8484

ATTACHMENTS:

- ▣ Ordinance

04/06/20
04/20/20

ORDINANCE NO. _____

AN ORDINANCE regarding the Business License Fee (VMC 5.04.090) and Business License Fee Surcharge (VMC 5.04.095) suspending the business license fee and business license fee surcharge for renewals during the twelve (12) calendar months beginning on April 1, 2020; providing for implementation of such suspension; and providing for an effective date.

WHEREAS the City adopted the employee business license fee codified at VMC Chapter 5.04.090 in 1954 by Ordinance M-203, which has been most recently amended by Ordinances M-4239 (2018), M-4091 (2014), M-2774 (2006); and

WHEREAS the City adopted the employee business license fee surcharge codified at VMC Chapter 5.04.095 in 2006 by Ordinance M-4192, which has been subsequently amended by Ordinances M-4109 (2014), M-4140 (2015) and M-4192 (2017); and

WHEREAS, on March 13, 2020, the City of Vancouver declared a civil emergency pursuant to Washington State Constitution Article VI, Section 11, Revised Code of Washington Chapter 38.52, and Vancouver Municipal Code Chapter 2.12, due to the public health threat posed by sudden outbreak of the novel coronavirus (COVID-19), and Declaration of Civil Emergency No. 2020-01 was ratified and affirmed by Resolution M-4061 (2020); and

ORDINANCE - 1

WHEREAS, the COVID-19 pandemic is expected to cause a global economic slowdown, which is anticipated to cause a corresponding economic downturn within the City of Vancouver, resulting in reductions in business activity and adversely impacting the local commercial sector that supports the City's economic vitality; and

WHEREAS, the City Council of the City of Vancouver desires to help mitigate the adverse financial impacts of COVID-19 on the Vancouver commercial sector by suspending the business license fee and business license fee surcharge for a period of one year.

NOW, THEREFORE,

BE IT ORDAINED BY THE CITY OF VANCOUVER:

Section 1. Suspension of the Business License Fee Surcharge. The business license fee surcharge adopted by Ordinance M-3774, which was last amended by Ordinance M-4192 and is codified at Vancouver Municipal Code 5.04.095, is suspended for businesses renewing between April 1, 2020, and March 31, 2021.

Section 2. Suspension of the Business License Fee. The business license fee codified as Vancouver Municipal Code 5.04.090 is suspended for businesses renewing between April 1, 2020, and March 31, 2021.

Section 3. Implementation of the Suspension. This business license fee and business license fee surcharge suspension shall be implemented as follows: (a) no business license fee surcharge payments are imposed during the remaining calendar year 2020 and during the first quarter of 2021; and (b) any business license fee surcharge payments received for the calendar year 2020 shall be applied to the business license fee surcharge imposed during the calendar year 2021.

ORDINANCE - 2

Section 4. Effective date. This ordinance shall become effective immediately upon passage.

Read first time:

Ayes: Councilmembers

Nays: Councilmembers

Absent: Councilmembers

Read second time:

PASSED by the following vote:

Ayes: Councilmembers

Nays: Councilmembers

Absent: Councilmembers

SIGNED this _____ day of _____, 2020.

Anne McEnery-Ogle, Mayor

Attest:

Approved as to form:

Natasha Ramras, City Clerk

Jonathan Young, City Attorney

ORDINANCE - 3

SUMMARY

ORDINANCE NO. _____

AN ORDINANCE regarding the Business License Fee (VMC 5.04.090) and Business License Surcharge (VMC 5.04.095) suspending the business license fee and surcharge for renewals during the twelve (12) calendar months beginning on April 1, 2020; providing for implementation of such suspension; and providing for an effective date.

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



DATE: April 16, 2020

TO: Anne McEnerny-Ogle, Mayor
City Council

FROM: Eric J. Holmes, City Manager

RE: **City of Vancouver COVID-19 Emergency Response Update and Ratification of Emergency Orders**

Executive Summary

The City's emergency response to the COVID-19 pandemic has evolved in the last 2 weeks. While we have generally maintained city operations in a Stay Home condition, with much of the workforce teleworking, working modified assignments or in an administrative leave status, some other operational changes have been implemented.

The negative impacts of the COVID-19 pandemic on global, national and local economy has been extremely negative. New unemployment claims have increased by 22 million in the last 3 weeks, effectively eliminating all job growth since the great recession. Ongoing closure of the economy associated with the efforts to contain the spread of the virus will translate into significant budget challenges for the City. The negative fiscal impacts of the pandemic on the City of Vancouver cannot be overstated.

This week, the Governors of Washington, Oregon and California announced a [western states pact](#) that established a framework for consistent, coordinated, science and data based decision making about how and when to reopen the economies of our states. And while there has been no clear articulation of when the Stay Home orders may be lifted, there have been multiple indications in various press events, formal and informal communications, and consultations with local public health officials that the essential terms of the order will continue beyond May 4.

Operational Changes

Limited facility maintenance resumed. The week of April 12 the City resumed some limited turf maintenance to assure that turf in our rights of way, parks and facilities would not succumb to spoilage. These activities are being undertaken with strict adherence to CDC guidance to minimize the risk of spread.

Certain construction activity allowed resuming. Relative to the Governor's order regarding residential construction, the City arrived at an expanded interpretation of what we will consider essential construction. Under the Governor's proclamation, projects that serve a public purpose are considered essential. Here locally, in order to receive an approval of a multi-family tax exemption, the City must make a finding that the project serves a public purpose. Therefore, since that determination has already been made for every MFTE project regardless of whether there is a low-income component, we have allowed construction to continue on any approved MFTE project. The list of effected projects is attached for Council's reference.

Authorization to proceed with private construction on other projects is being considered on a case by case basis.

Emergency Orders

Between April 6 and April 20, I will have executed multiple supplemental emergency orders, largely extending the provisions of current orders. These will be provided to Council under separate cover by week end and accompanied by a ratifying resolution for Council's consideration.

Farmers Market

Attached for Council's reference is a brief memorandum summarizing the most current plan for the Farmers Market opening.

Homelessness

Attached for Council's reference is a brief memorandum providing an overview of the City's current stance regarding homelessness.

Crime Statistics

In response to the Council's inquiry at the April 6 meeting, attached for reference is an analysis of crime during the COVID-19 emergency compared to previous years and a five year trend.

Economic Impacts

The briefing memo provided to Council for the April 6 meeting outlined in general terms the emerging economic environment and the potential fiscal impacts to the City. Since then, new information has continued to emerge that indicates an increasingly challenging economic environment. New jobless claims have increased to 22 million. While no one can confidently predict, multiple authoritative sources suggest there will be decline in real US Gross Domestic Product of as much as 35% in the first half of this year, with a recovery in the second half of 2020 that results in an overall forecasted GDP decline in the US of up to 4.5% for the year. Further, global GDP decline is estimated by the [International Monetary Fund](#) to contract by 3%, *which it characterizes as the worst since the Great Depression*. For comparative purposes, the total decline in GDP during the 2008-09 Great Recession was 4.5%.

This overall economic contraction will result in a reduction in revenues to all funds across the City's budget with particular impact to the general fund. Latest information suggests revenue loss to the general fund could be as

much as \$60 million, or 40%. Additional impacts are anticipated to the street fund, which was already impacted by the passage of I-976 in November 2019.

Fiscal Response Framework

In response to the immediate and mid-term fiscal impacts, I have developed a framework to address cost containment in addition to emergency budget measures that have already been implemented. The framework rests on a set of values or drivers as follows:

- ***Minimize the negative impact to our community, economy and employees.*** The City provides a range of essential services that support the safety, vitality and livability of our community. With over 1000 regular benefitted employees, Vancouver is also one of the largest employers in the City, and we rely on the economic health of our community to provide those services. This fiscal response framework seeks to support continued service to the community, support of our economy, as well as minimize the negative impact to our employees and their families.
- ***Maximize access to external resources to absorb the fiscal shock.*** There are expanded and more flexible unemployment benefits associated with the COVID-19 emergency response available to impacted employees. The City can facilitate access to these benefits for some employees in a way that both relieves the City of payroll costs in a way that can address the revenue loss as well as provides financial assistance to impacted employees.
- ***Maximize the preservation of talent.*** From a staffing perspective Vancouver was an exceptionally lean organization going into this emergency. Our overall staffing never reached the peak level of staffing of 2008 prior to the Great Recession. Despite this, we have been able to accomplish tremendous things for our community in the last decade because of the talent that makes up the organization. It will be critical for the decisions we make to address the fiscal impacts of a downturn to strategically preserve as much talent as possible for a post emergency recovery.
- ***Maintain appropriate reserves for the next wave.*** We entered this emergency with healthy reserves and fund balances, which allows us time and flexibility to be thoughtful in our response. However, the fiscal impacts are expected to be greater than anyone had planned for, and there remain risks on the horizon of not only a resurgence or the COVID-19 virus in the coming fall/winter, but also the ambient risks of other unrelated emergencies and their appurtenant costs. We need to maintain some reserves as we navigate this emergency to be at least nominally prepared for the next.
- ***Spread the impact over 3-5 years.*** The use of reserves as part of this fiscal response will necessitate restoring those reserves to levels identified in the City's financial policies in future years. This framework anticipates this restoration to occur from annual revenues over the next 3-5 years.

Based on best available information, we have defined an expenditure reduction target of \$45 million for the general fund. This target reflects a balance point within the range of revenue loss.

The \$45 million in revenue shortfall will be compensated for through a combination of deferral and reduction of expenses and reliance on cash reserves as follows:

Deferral of funding internal service funds	A temporary suspension of transfers in 2020 to fund the City's internal service funds, such as risk, facilities, vehicle/technology equipment repair and replacement, defers the expenses to a future date and makes operating cash available to support city services during the emergency. <i>This has already been implemented.</i>	\$17 m
Reduced direct spending	A suspension of discretionary spending including non-essential travel & training; supplies; professional services; building capital repairs; hiring freeze and temp idling; lower jail costs**). Implementation of this measure is underway. Staff impacts (furlough, standby, layoff): Decisions on staff impacts will be driven by priorities of service, revenue sources such as fee for service areas and the demand for and ability to provide services. <i>Implementation of this measure is underway.</i>	\$13 m
Use of cash reserves	This includes a combination of the City's emergency reserve, revenue stabilization reserve and general fund balance. The emergency reserves will need to be replenished at a future date, anticipated to occur over 3-5 years. The remaining general fund balance is projected to be within the 60-90 days of operating capital called for in the City's financial policies.	\$15 m

Department directors are actively working to identify expenditure reduction plans for their areas of service. We have notified labor groups within the City of the need to engage in discussions about placing employees on furlough, standby or layoff, and this week began notifying impacted employees directly. Within a week, we anticipate notifying employee groups of how these cost containment steps will be implemented across different work areas. The City is a large and complex organization, and how we implement these emergency fiscal management measures will vary depending on work group, funding source, demand for service and priority of service. While we hold a foundational value that we are in this together and will strive to be equitable, how we implement these changes will be experienced differently in different facets of the City organization.

The City's COVID-19 emergency response and the environment within which it is occurring is changing daily, and the swiftness of its onset has been and will remain disruptive. I appreciate the work of the leadership team and that which managers across the organization have committed to so far and the ongoing partnership with the City Council as we navigate these uncertain times.

Attachments:

- A. Emergency orders (April 6 – 20) – to be delivered under separate cover
- B. Homeless Response update memorandum
- C. Farmers Market operations memorandum
- D. Crime statistics and analysis during COVID-19 emergency

4/20/2020

RESOLUTION NO. M- _____

A RESOLUTION ratifying and confirming Emergency Orders 2020-09, 2020-10, and 2020-11, as issued by the Vancouver City Manager.

WHEREAS, at 14:30 hours on March 13, 2020, the City of Vancouver declared a civil emergency pursuant to Washington State Constitution Article VI, Section 11, Revised Code of Washington Chapter 38.52, and Vancouver Municipal Code Chapter 2.12, due to the public health threat posed by sudden outbreak of the novel coronavirus (COVID-19); and

WHEREAS, the City's Declaration of Civil Emergency No. 2020-01 was ratified and affirmed by Resolution M-4061, and Emergency Orders 2020-02, 2020-03, 2020-04, 2020-05, 2020-06, 2020-07, 2020-08 were ratified and confirmed by the Vancouver City Council by Resolution (M-4063) on April 6, 2020; and

WHEREAS, following the issuance of Declaration of Civil Emergency 2020-01 and the foregoing Emergency Orders, the Vancouver City Manager issued Emergency Orders 2020-09, 2020-10 and 2020-11 pursuant to Vancouver Municipal Code, Section 2.12.040, which authorizes the City Manager to issue such Orders when the Council is not in session, following a declaration of a civil emergency, subject to ratification and confirmation, modification or rejection by the City Council as soon as practicable following the issuance of such Orders; and

RESOLUTION - 1

WHEREAS, the City Council agrees with Emergency Orders 2020-09, 2020-10 and 2020-11 and finds that it is appropriate to ratify, confirm and adopt the same;

NOW, THEREFORE,

BE IT RESOLVED BY THE CITY OF VANCOUVER:

Section 1. Ratification and Confirmation. Emergency Orders 2020-09, 2020-10 and 2020-11 as issued by the Vancouver City Manager are hereby ratified and confirmed pursuant to Section 2.12.040(C) of the Vancouver Municipal Code.

Section 2. Adoption and Incorporation by Reference. Except as otherwise provided in this Resolution, Emergency Orders 2020-09, 2020-10 and 2020-11 (attached), are hereby adopted and incorporated herein by this reference.

Section 3. Notice. Pursuant to Section 2.12.050 of the Vancouver Municipal Code, Notice of Emergency Orders 2020-09, 2020-10 and 2020-11 shall be given as soon as practicable by such means are practicable to news media within the general area of the city, the public, the governor, the state military department, and the Clark County department of emergency management or successor agency.

Section 4. Duration. Emergency Orders 2020-09, 2020-10 and 2020-11 shall continue through their stated expiration until modified or terminated by the City Manager or Vancouver City Council.

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INTRODUCED, PASSED, AND ADOPTED at a Regular Meeting of the Vancouver
City Council this 20th day of April, 2020.

Anne McEnerny-Ogle, Mayor

Attest:

Natasha Ramras, City Clerk

Approved as to form:

Jonathan Young, City Attorney

EMERGENCY ORDER
IN AND FOR THE CITY OF VANCOUVER, WASHINGTON,
AMENDING EMERGENCY ORDER 2020-08;

No. 2020-09

**REGARDING LANDLORD ENTRIES INTO RESIDENTIAL RENTAL PROPERTY;
REQUIRING SPECIFIED SANITATION MEASURES BE TAKEN BY LANDLORDS
WHEN ENTERING RESIDENTIAL RENTAL PROPERTY.**

On March 11, 2020, the World Health Organization announced that the novel coronavirus (COVID-19) constitutes a global pandemic due to the alarming spread and severity of the disease and also, in the words of World Health Organization Director-General Dr. Tedros Adhanom Ghebreyesus, due to the “alarming levels of inaction.”

At 14:30 hours on March 13, 2020, the City of Vancouver declared a civil emergency pursuant to Washington State Constitution Article VI, Section 11, Revised Code of Washington Chapter 38.52, and Vancouver Municipal Code Chapter 2.12 to address the public health threat posed by COVID-19. (Declaration of Civil Emergency No. 2020-01). The Vancouver City Council ratified and confirmed Declaration of Civil Emergency No. 2020-01 by Resolution (M-4061) on March 16, 2020. Following the issuance of Declaration of Civil Emergency 2020-01, the Vancouver City Manager issued seven emergency orders pursuant to VMC 2.12.040 (Emergency Orders 2020-02, 2020-03, 2020-04, 2020-05, 2020-06, 2020-07, 2020-08); the Vancouver City Council ratified and confirmed each of these Emergency Orders by Resolution (M-4063) on April 6, 2020.

On March 18, 2020, Governor Jay Inslee found that a temporary moratorium on evictions throughout Washington State would help reduce economic hardship and related life, health, and safety risks to those who are unable to pay rent as a result of the COVID-19 pandemic, and issued Washington State Emergency [Proclamation 20-19](#), prohibiting residential evictions by all residential landlords operating residential rental property in Washington State. Thereafter, the Governor also issued Washington State Emergency [Proclamation 20-25](#) ordering the suspension of all essential business activities. By way of [Memorandum to Interested Stakeholders](#), Governor Inslee clarified that Proclamation 20-25 should be interpreted to limit certain real estate property inspections unless social distancing is observed. However, an additional risk exists within the City of Vancouver rental market, specifically the potential transmission and spread of COVID-19 from one dwelling to another when landlords, or their agents, enter residential rental property in order to inspect the premises, make necessary or agreed repairs, alterations, or improvements, supply necessary or agreed services, or exhibit the dwelling unit to prospective or actual

purchasers, mortgagees, tenants, workers, or contractors. To mitigate this risk, the City of Vancouver enacted Emergency Order 2020-08.

As of April 7, 2020, the State of Washington remains in a declared state of emergency. Clark County, Washington has recorded a total of at least eleven (11) COVID-19 related deaths; a total of 1,607 people have been tested countywide, and of those, 168 were positive. I find that absent appropriate safeguards, entry into residential rental dwellings continues to place the life, health and safety of residents of the City of Vancouver at imminent risk through potential spread of COVID-19. Therefore, this Emergency Order is issued to expand Emergency Order 2020-08 and provide increased clarity as to the responsibilities of landlords accessing residential rental property.

NOW THEREFORE, IT IS HEREBY DIRECTED AND ORDERED THAT:

As a result of the above-referenced situation, pursuant to Washington State Constitution Article VI, Section 11, Revised Code of Washington Chapter 38.52, Vancouver Municipal Code Chapter 2.12, and Resolution M-4061 of the Vancouver City Council, I hereby Order that a state of emergency continues to exist in the City of Vancouver. I further Order that Emergency Orders 2020-02, 2020-03, 2020-04, 2020-05, 2020-06, and 2020-07 remain in full force and effect. Emergency Order 2020-08 remains in full force effect with the exception of Section 3. Section 3 of Emergency Order 2020-08 is hereby amended to read as follows:

Section 1. Landlord Entry into Residential Rental Property – Equipment and Distancing Required.

A. In order to reduce the transmission of COVID-19 and protect the life, health and safety of residents of the City of Vancouver, while this Emergency Order is in effect, every landlord, or landlord's agent, who enters the interior of residential rental property or a dwelling unit within the City of Vancouver to inspect the premises, make necessary or agreed repairs, alterations, or improvements, supply necessary or agreed services, or exhibit the dwelling unit to prospective or actual purchasers, mortgagees, tenants, workers, or contractors, shall at all times while inside the interior of the rental premises:

- i. Wear personal protective equipment (PPE) including, at a minimum:
 - a. Face Mask covering the nose and mouth: Given current market demands and constraints on availability, Face Masks required under this Emergency Order need not be of surgical or medical-grade construction (example "n95"), but must be constructed in a manner consistent with current recommendations from the Centers for Disease Control and Prevention ("CDC") or Clark County

Department of Public Health (“Public Health”). Additionally, once a Face Mask has been worn into one tenant’s rental residence or dwelling unit, it must be sanitized in a manner consistent with CDC or Public Health recommendations before being worn into a different tenant’s residence or dwelling unit.

- b. Gloves: New (previously unworn) latex, rubber or similarly constructed disposable gloves; and
- c. Shoe Coverings: New (previously unworn) disposable shoe coverings.

- ii. Adhere to social distancing practices recommended by the CDC and Clark County Department of Public Health.

B. Section 1.A. of this Emergency Order shall not be construed to broaden or expand any rights to entry into rental property, nor allow any entry or inspection activity that is otherwise prohibited by operation of law, including without limitation, [RCW 59.18.150](#) or Washington State Gubernatorial [Proclamation 20-19](#), [Proclamation 20-25](#), or [Proclamation 20-25.1](#).

Section 2. Duration. Unless modified, extended or terminated by the Vancouver City Council or Vancouver City Manager, this Emergency Order is hereby effective immediately and shall remain in effect until April 30, 2020, at 23:59 hours.

SIGNED, this 8th day of April, 2020, at 08:50 hours.

ATTEST:

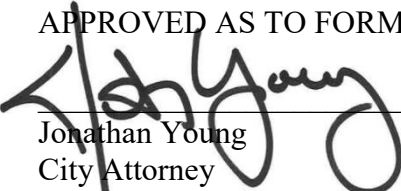


Natasha Ramras
City Clerk

CITY OF VANCOUVER


Eric Holmes
City Manager

APPROVED AS TO FORM



Jonathan Young
City Attorney

EMERGENCY ORDER
IN AND FOR THE CITY OF VANCOUVER, WASHINGTON;

No. 2020-10

**SUSPENDING DAILY FINANCIAL DEPOSITS AS PERMITTED BY REVISED
CODE OF WASHINGTON (RCW) 43.09.240.**

At 14:30 hours on March 13, 2020, the City of Vancouver declared a civil emergency pursuant to Washington State Constitution Article VI, Section 11, Revised Code of Washington Chapter 38.52, and Vancouver Municipal Code Chapter 2.12 *et. seq.*, due to the public health threat posed by the novel coronavirus (COVID-19). (Declaration of Civil Emergency No. 2020-01). The Vancouver City Council ratified and confirmed Declaration of Civil Emergency No. 2020-01 by Resolution (M-4061) on March 16, 2020.

Eight Emergency Orders were issued following the March 13th Declaration of Civil Emergency. All eight Orders remain in effect.

Washington Governor Jay Inslee stated in his Proclamation 20.23.1 that “preserving and maintaining essential services to vulnerable populations during this crisis supports the fundamental public purpose of protecting public health and welfare.”

As of April 16, 2020, the State of Washington remains in a declared state of emergency. Clark County, Washington has recorded a total of at least fifteen (15) COVID-19 related deaths; a total of 2,607 people have been tested countywide, and of those, 258 were positive. I find that absent appropriate safeguards as set forth herein, the life, health and safety of residents of the City of Vancouver are at imminent risk through potential spread of COVID-19.

Normally, City staff receiving and processing check and cash payments to the City are required to deposit such payments within 24 hours of receipt. Due to the closure of City Hall (Emergency Order 2020-03, Section 2), and placement of relevant staff on telecommute arrangements (Emergency Order 2020-04) requiring such timeframe under current conditions is administratively difficult, and exposes City employees to increased risk of contracting, and spreading, the coronavirus. RCW 43.09.240 generally requires the deposit of moneys received or collected within 24 hours, but provides that an exception to this requirement may be granted by the local government treasurer if such daily transfers are not administratively feasible or practical.

By this Order, I am directing the City Treasurer to grant such exception pursuant to this emergency declaration and earlier declarations as well as gubernatorial proclamations made as of this date and as may be made in the future.

NOW THEREFORE, IT IS HEREBY DIRECTED AND ORDERED THAT:

As a result of the above-referenced situation, pursuant to Washington State Constitution Article VI, Section 11, Revised Code of Washington Chapter 38.52, and Vancouver Municipal Code Chapter 2.12, and Resolution M-4061 of the Vancouver City Council, I hereby find that a state of emergency that continues to exist in the City of Vancouver. I further Order that Emergency Orders 2020-02 (as amended), 2020-03 (as amended), 2020-04, 2020-05, 2020-06, 2020-07, 2020-08 (as amended), and 2020-09, remain in full force and effect; and order as follows:

Section 1. Suspension of 24-hour Deposit Requirement Pursuant to RCW 43.09.240.

The 24-hour deposit requirement of RCW 43.09.240 is suspended. The City Treasurer is directed to exercise her discretion under that section to suspend daily deposits as she determines appropriate, with proper safekeeping and proper theft protection to reduce risk of loss of funds. Deposits shall continue to be made at least weekly as required by the statute.

Section 2. Duration. Unless modified, extended or terminated by the Vancouver City Council or Vancouver City Manager, this Emergency Order is hereby effective immediately and shall remain in effect until 23:59 hours on May 31, 2020.

SIGNED, this 17th day of April, 2020, at 11:20 hours.

ATTEST:



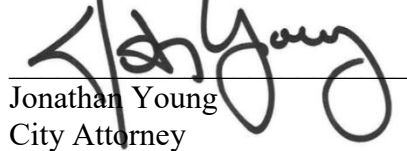
Natasha Ramras
City Clerk

CITY OF VANCOUVER



Eric Holmes
City Manager

APPROVED AS TO FORM



Jonathan Young
City Attorney

EMERGENCY ORDER
IN AND FOR THE CITY OF VANCOUVER, WASHINGTON,
AMENDING EMERGENCY ORDERS 2020-02, 2020-03, 2020-04, 2020-05,
2020-06, 2020-07, 2020-08, 2020-09;

No. 2020-11

EXTENDING THE DURATION OF SPECIFIED SECTIONS OF EMERGENCY ORDERS 2020-02, 2020-03, 2020-04, 2020-05, 2020-06, 2020-07, 2020-08, 2020-09; SUSPENDING PARK SHELTER RENTALS AND ORDERING CLOSURE OF COMMUNITY GARDENS, PLAYGROUNDS, AND WATER FEATURES; CLOSING THE WATER RESOURCE EDUCATION CENTER TO THE PUBLIC; AND EXTENDING UTILITY RATEPAYER ASSISTANCE THROUGH MAY 2020.

At 14:30 hours on March 13, 2020, the City of Vancouver declared a civil emergency pursuant to Washington State Constitution Article VI, Section 11, Revised Code of Washington Chapter 38.52, and Vancouver Municipal Code Chapter 2.12 to address the public health threat posed by COVID-19. (Declaration of Civil Emergency No. 2020-01). The Vancouver City Council ratified and confirmed Declaration of Civil Emergency No. 2020-01 by Resolution (M-4061) on March 16, 2020.

On April 2, 2020, Washington State Governor Jay Inslee found that an public health emergency continues to exist as a result of the COVID-19 pandemic, and issued Washington State Emergency [Proclamation 20-25.1](#), extending the duration of Washington’s “Stay Home, Stay Healthy” Proclamation through 11:59 p.m. on May 4, 2020. In doing so, Governor Inslee expressly found that since Proclamation 20-25 was issued on March 23, the number of confirmed cases and deaths in Washington State has more than doubled. There are currently at least 5,984 cases of COVID-19 in Washington State with 247 associated deaths; furthermore, models predict that many hospitals in Washington State will reach capacity or become overwhelmed with COVID-19 patients within the next few weeks unless we significantly slow its spread throughout the state. Hospitalizations for COVID-like illnesses have been sharply increasing for the past month, and a large surge in the number of serious COVID-19 infections will compromise the ability of our health care system to deliver necessary health care services.

As of April 17, 2020, the State of Washington remains in a declared state of emergency. Clark County, Washington has recorded a total of at least fifteen (15) COVID-19 related deaths; a total of 2,661 people have been tested countywide, and of those, 265 were positive. As a result

of the foregoing, I find that further action is needed to preserve the life, health and safety of the residents of the City of Vancouver.

NOW THEREFORE, IT IS HEREBY DIRECTED AND ORDERED THAT:

Section 1. Continued State of Emergency Exists. As a result of the above-referenced situation, pursuant to Washington State Constitution Article VI, Section 11, Revised Code of Washington Chapter 38.52, Vancouver Municipal Code Chapter 2.12, and Resolution (M-4061) of the Vancouver City Council, I hereby Order that a state of emergency continues to exist in the City of Vancouver and further order as follows.^{FN1}

Section 2. Duration of Emergency Order 2020-02.^{FN2} Effective immediately, and unless further modified, extended or terminated by the Vancouver City Council or Vancouver City Manager, the duration of specified Sections of Emergency Orders 2020-02 are hereby amended as follows:

- A. Section 1 is hereby extended to 23:59 hours on July 31, 2020;
- B. Sections 2, 5, 6 are hereby extended to 23:59 hours on May 31, 2020.
- C. All other provisions of Emergency Orders 2020-02 shall remain unaltered by this Emergency Order except as expressly indicated within Section 10 of this Order (below).

Section 3. Duration of Emergency Order 2020-03.^{FN3} Effective immediately, and unless further modified, extended or terminated by the Vancouver City Council or Vancouver City Manager, the duration of specified Sections of Emergency Orders 2020-03 are hereby amended as follows:

- A. Sections 1 and 3 are hereby extended to 23:59 hours on May 31, 2020;

^{FN1} All Footnotes (^{FN}) are provided solely for sake of convenience and shall have no legal effect. The duration of Sections in **bold** are modified by way of this Emergency Order 2020-11.

^{FN2} [Emergency Order 2020-02](#), **Section 1**: Regulates City-permitted events with estimated attendance above 250 people (*see also Emergency Order ("EO") 2020-07 re: Farmers Markets*); **Section 2**: Fire Dept. Related Closures Cancellations; (*Section 3 superseded by EO 2020-03*); (*Section 4 Deleted by EO 2020-04*); **Section 5**: Non-essential meetings cancelled; **Section 6**: Additional Safety Protocols for City Council Meetings (*see also EO 2020-03, Sec. 3*).

^{FN3} [Emergency Order 2020-03](#), **Section 1**: Closes community centers and cancels recreational classes; **Section 2**: Closes City Hall to the Public; **Section 3**: City Council meetings reduced to two times per month; **Section 4**: Postponed annual state of the City address to a future date; **Section 5**: Fire and Police Stations (*see also EO 2020-06 re: Police lobbies*); **Section 6**: Emergency Purchasing Authority of City Manager; **Section 7**: Emergency budget authority and access to Emergency Reserve Fund.

- B. Sections 2 and 5 are hereby extended to 23:59 hours on May 4, 2020;
- C. Sections 6 and 7 are hereby extended to 23:59 hours on July 31, 2020.
- D. All other provisions of Emergency Orders 2020-03 shall remain unaltered by this Emergency Order except as expressly indicated within Section 11 of this Order (below).

Section 4. Duration of Emergency Order 2020-04. ^{FN4} Effective immediately, and unless further modified, extended or terminated by the Vancouver City Council or Vancouver City Manager, the duration of specified Sections of Emergency Orders 2020-04 are hereby amended as follows:

- A. Section 1 is hereby extended to 23:59 hours on May 31, 2020;
- B. Section 2 is hereby extended to 23:59 hours on May 4, 2020;
- C. Section 4 is hereby extended to 23:59 hours on July 31, 2020.
- D. All other provisions of Emergency Orders 2020-04 shall remain unaltered by this Emergency Order.

Section 5. Duration of Emergency Order 2020-05. ^{FN5} Effective immediately, and unless further modified, extended or terminated by the Vancouver City Council or Vancouver City Manager, the duration of specified Sections of Emergency Orders 2020-05 are hereby amended as follows:

- A. Section 1 is hereby extended to 23:59 hours on May 31, 2020;
- B. All other provisions of Emergency Orders 2020-05 shall remain unaltered by this Emergency Order.

Section 6. Duration of Emergency Order 2020-06. ^{FN6} Effective immediately, and unless further modified, extended or terminated by the Vancouver City Council or Vancouver

^{FN 4} [Emergency Order 2020-04](#), **Section 1:** Infectious Disease Control (implements a temporary policy to reduce face-to-face contact, increase social distancing, authorizes telework with director approval, reduce travel); **Section 2:** implementation of a temporary telecommuting policy; **Section 3:** temporarily amendment of employment leave policies; **Section 4:** amends hiring practices.

^{FN 5} [Emergency Order 2020-05](#), **Section 1:** Suspension of on-street parking enforcement.

^{FN 6} [Emergency Order 2020-06](#), **Section 1:** Closes police buildings to the public (*amends EO 2020-03*); **Section 2:** provides for continued access to non-emergency law enforcement services by appointment.

City Manager, the duration of specified Sections of Emergency Orders 2020-06 are hereby amended as follows:

- A. Sections 1 and 2 are hereby extended to 23:59 hours on May 4, 2020.
- B. All other provisions of Emergency Orders 2020-06 shall remain unaltered by this Emergency Order.

Section 7. Duration of Emergency Order 2020-07. ^{FN7} Effective immediately, and unless further modified, extended or terminated by the Vancouver City Council or Vancouver City Manager, the duration of specified Sections of Emergency Orders 2020-07 are hereby amended as follows:

- A. Section 1 is hereby extended to 23:59 hours on July 31, 2020;
- B. Section 2 is hereby extended to 23:59 hours on May 31, 2020.
- C. All other provisions of Emergency Orders 2020-07 shall remain unaltered by this Emergency Order except as expressly indicated within Section 12 of this Order (below).

Section 8. Duration of Emergency Order 2020-08. ^{FN8} Effective immediately, and unless further modified, extended or terminated by the Vancouver City Council or Vancouver City Manager, the duration of specified Sections of Emergency Orders 2020-08 are hereby amended as follows:

- A. Sections 1, 2, 3 are hereby extended to 23:59 hours on May 31, 2020.
- B. All other provisions of Emergency Orders 2020-08 shall remain unaltered by this Emergency Order.

^{FN 7} [Emergency Order 2020-07](#), **Section 1:** Allows for the operation of public farmers markets with a City-approved operation plan and City-issued Fire & Life Safety Permit (*amends EO 2020-02, Sec. 1*); **Section 2:** Provides Utility Ratepayer Assistance; **Section 3:** Provided funding for the Help to Others (H2O) utility account (completed); **Section 4:** temporarily suspends the City business license fee and business license fee surcharge (BLS) pending consideration of a 1-year ordinance by the Vancouver City Council.

^{FN 8} [Emergency Order 2020-08](#), **Section 1:** Establishes a legal defense from private (non-FHFA) residential foreclosure; **Section 2:** Establishes a legal defense from eviction of small businesses; **Section 3:** Requires specified sanitation when conducting residential inspections.

Section 9. Duration of Emergency Order 2020-09.^{FN9} Effective immediately, and unless further modified, extended or terminated by the Vancouver City Council or Vancouver City Manager, the duration of specified Sections of Emergency Orders 2020-09 are hereby amended as follows:

- A. Section 1 is hereby extended to 23:59 hours on May 31, 2020.
- B. All other provisions of Emergency Orders 2020-09 shall remain unaltered by this Emergency Order.

Section 10. Suspending Park Shelter Rentals and Ordering Closure of Community Gardens, Playgrounds, and Water Features. Emergency Order 2020-02, Section 1 (as amended by Emergency Order 2020-07, Section 1) is hereby furthered amended to suspend Park Shelter rentals, and Order Closure of Community Gardens, Playgrounds, and Water Features through 23:59 hours July 31, 2020. As here amended, this section shall now read as follows (additions underscored):

Public farmers markets may operate pursuant to the terms of (i) a written operational plan approved by the City of Vancouver, and (ii) a “Fire & Life Safety Operational Permit” issued by the City of Vancouver, which may include additional terms. Except as provided above, all other public gatherings with planned or forecasted attendance above 250 people, for which a permit has been issued by the City of Vancouver, scheduled to occur while this Emergency Order is in effect, are hereby cancelled. Park Shelter rentals are hereby suspended, and Community Gardens, Playgrounds, and Water Features are hereby ordered closed.

Section 11. Closure of Water Resource Education Center. Emergency Order 2020-03, Section 1 (Parks and Recreation Center Cancellations), is hereby amended to also include closure of the Water Resource Education Center to the public through 23:59 hours on May 31, 2020.

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^{FN 9} [Emergency Order 2020-09](#), **Section 1:** Requires specified sanitation measures be taken by landlords when entering residential rental property (*amends EO 2020-08, Sec. 3*).

Section 12. Extension of Utility Ratepayer Assistance. Emergency Order 2020-07, Section 2(A) is hereby amended to read as follows (addition underscored):

Extend utility payment due dates for 60 days from the original due date for bills due, or coming due, in the months of March 2020, and April 2020, and May 2020.

SIGNED, this 17th, day of April, 2020, at 11:20 hours.

ATTEST:

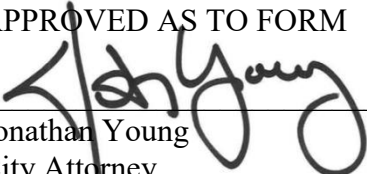


Natasha Ramras
City Clerk

CITY OF VANCOUVER


Eric Holmes
City Manager

APPROVED AS TO FORM



Jonathan Young
City Attorney



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

M E M O R A N D U M

DATE: April 15, 2020

TO: Eric Holmes, City Manager

FROM: Julie G. Hannon, EOC Incident Commander-COVID19

RE: Homeless Encampment Strategy in Current COVID-19 Conditions

Background:

In the current atmosphere, where Washingtonians are living under the Governor's Order known as "Stay Home, Stay Healthy," there are unique circumstances guiding the City's response to homeless encampments within the City of Vancouver. Some of the existing challenges include:

- Limited day-use facilities since the Navigation Center was closed due to Washington State Emergency Proclamation 20-13 (prohibiting operation of public venues in which people congregate for entertainment, social or recreational purposes due to the contagious nature of the COVID-19 virus)
- Limited sanitation units located near known encampments
- Extremely limited jail capacity as it relates to relatively low level offenders and competing interests in keeping jail populations low to reduce the potential spread of COVID-19 in the jail
- CDC guidance to avoid moving/disturbing homeless encampments, when possible

In looking at these conditions, the City has developed the following three-prong approach to managing homeless encampments during this time. The main components of the approach are partnerships, sanitation and education, then enforcement if necessary.

Partnership: The City is currently in discussion with faith-based organizations to see if they are willing to provide spaces for people to safely camp on their property in order to slow the spread of COVID-19 and accommodate some of the sanitation needs. This program would be referred to as Safe Tent Zones and would be active, minimally throughout the "Stay Home, Stay Healthy" Order. The City will partner with these organizations to provide health and safety education, sanitation units and other resources (temporary fencing, barricades, security etc.) as needed to support safe encampment areas.

Sanitation: In addition to providing sanitation to our partner organizations, we will place various sanitation units throughout the community near known or suspected homeless encampment areas to provide extra and convenient access to sanitation facilities.

Education/Enforcement: Police Officers and other outreach/field staff will liaison with homeless residents to let them know of locations that may be hosting a Safe Tent Zone. Additionally, staff will educate those experiencing homelessness on basic symptoms of COVID-19 and the CDC's guidelines to prevent spreading of the virus in a camp or shelter, when to seek help and suggestions on how to care for someone who is sick. If there are egregious violations to City ordinance posing heightened risks to community health or safety, or reports of serious criminal activity, enforcement will take place as needed based on the circumstance.

The City will also partner with Clark County as well as Council for the Homeless on sharing this information to those affected by homelessness. The above efforts are in addition to the City sponsored [Safe Park Zone](#), located at Vancouver Mall and the County's efforts to identify and either quarantine or isolate homeless residents diagnosed with or presumed to have COVID-19.

As always, the City will continue to monitor this strategy to respond to new or emerging needs, as well as any future orders issued by the Governor of Washington related to the COVID-19 virus.



M E M O R A N D U M

DATE: April 15, 2020

TO: Eric Holmes, City Manager

FROM: Julie G. Hannon, EOC Incident Commander-COVID19

RE: Farmer's Market Follow Up to April 6 City Council Comments

Background:

For the last several weeks, City staff has been working with Vancouver Farmers Market staff to develop a revised market operations plan in response to the COVID-19 pandemic and in accordance with Governor Inslee's "Stay Home, Stay Healthy" order.

Changes to the market operations plan include: implementing and monitoring physical distancing requirements, increased sanitation measures, limiting the number of vendors, and eliminating non-food vendors. The revised plan also eliminates all group gathering locations and entertainment areas to discourage lingering and social gathering.

Like grocery stores, farmers markets are considered an "essential" business under the governor's order and are an important source of fresh, healthy, affordable and locally-grown foods, especially for participants of the Supplemental Nutrition Assistance Program (SNAP).

Below are answers to questions that emerged during the April 6, 2020 City Council meeting:

1. Can the market be relocated to another location, perhaps the parking lot west of City Hall (415 6th St.)?

At this time, it is recommended to continue to locate the Vancouver Farmers Market on 800 Block of Esther Street, as this location has several advantages over other locations, including:

- Access to utilities (water, sewer and electricity) for vendors. Given the need for additional safety and sanitation measures, access to utilities is the main driver for keeping the location on Esther Street.
- Close proximity to public restrooms
- Familiarity of original location for vendors and participants
- If the market were to move to the City Hall parking lot, all City vehicles currently parked there would need to be relocated each week to another site, requiring additional staff time and decreased security of City vehicles.

2. Would it be better to reduce the number of exits and entrances to only one location??

At this time, it is recommended to keep two entrances and two exits in place both on the north side on 8th St. and the south side on 6th St., for the following reasons:

- It would keep market participants moving with less bottleneck at each entrance
- Allows for shorter wait times to enter the market
- Allows shoppers to enter and exit at either location, which avoids sending all traffic through the park to the opposite end of the market, which might encourage people to enter at non-approved locations

There will be monitors at both entrances who will communicate with each other by radio to ensure that the number of participants does not exceed 150 at any one time. There will only be 34 vendor booths will be located on the 800 Block of Esther Street in comparison to the regular 150+ vendors.

3. Can the virtual market pick-up location be relocated to reduce congestion near the market?

Yes, the virtual pick-up location has been relocated to the parking lot at Warehouse 23 starting the weekend of April 18 – 19, 2020.

4. Can the City provide staff to monitor the physical distancing and other provisions of the revised operations plan?

Yes, staff from the City's Parking Department, with appropriate safety gear and PPE, will be on site to help monitor physical distancing, participant numbers and other provisions in the revised operations plan.

City staff will continue to meet regularly with Farmers Market staff to ensure ongoing compliance with the revised operation plan and to proactively adjust the operation of the market to respond to any new issues or trends.

In closing, on behalf of the EOC and CED staff, we would like to thank the Vancouver Farmers Market for their excellent work in responding to City's request to change their operational plan to allow the market to continue in these new circumstances.

Please let me know if there are any questions that I did not address in this memo or if I can provide any additional information.



Vancouver Farmers Market COVID-19 Phase One Operations Plan

April 16, 2020

Emergency Operations Center
City of Vancouver

On March 23, 2020, Governor Inslee's "Stay at Home, Stay Healthy" executive order listed farmers markets and the businesses they support as "essential businesses" to be open during the COVID-19 outbreak. In light of this designation, and in response to the current grocery store shortages and expected overall food supply shortages coming this summer, it is our goal to be open as soon as possible while taking steps to protect the health and safety of all involved. We worked directly with Clark County Public Health for over a month to develop a plan for the VFM to operate safely. We are also working with WA State DOH on statewide policies for markets and small businesses. We have taken their guidance, as well as best practices from heavily hit metro areas like New York and San Francisco who continue to operate and even expand their markets, to continue to refine our strategy.

The VFM supports a variety of Vancouver residents, including:

- Low income populations through SNAP and matching funding only available at farmers markets.
- SNAP recipients that don't have online purchasing options using their food assistance funds.
- Downtown residents reliant on CTRAN bus services for grocery store transportation, which has scaled back its services.
- Those with restrictive food allergies who require specialized food producers
- Those wishing to shop with a local business and/or find healthier options

During this time the market will look and function much differently:

1. Enforcing Social Distancing

- Vendors will be spaced 10' apart and the market will provide a tape barrier, when appropriate to signal to customers to only enter the market at the designated entrance. The market will have staff designated to monitor the market entrance and ensure customers comply.
- Vendors restricted to Esther Street changes number of vendor booths from 167 to 34, an 80% reduction to the market, scaling back the number of farmers and food producer's customers can purchase from.
- Each business will have someone designated as a "social distance monitor" to actively manage booth space.
- Business will take measures to ensure appropriate distancing (marks on ground, extra tables between them and customers, limiting customers at businesses).
- "Social Distance Monitors" in the market will address issues as needed and educate shoppers.
- Vendors asked to use non-contact purchasing (i.e. pre-packaged products, online orders to be picked up).
- Vendors will wear masks while vending at the market.
- No product sampling will be allowed.
- Queuing areas set up at market entrances on 6th and 8th Streets, for customers to stage 6 feet apart, should market become too full to allow appropriate distancing.

- The 415 parking lot will be used if needed. There will be a drop box for optional donations with a staff person monitoring the box. No change will be made/ no conversion of bills, and no personal contact will be made with drivers.
- 2. Elimination of “non essential” elements to market**
- No educational programs, live music, eating or congregating areas.
 - No dogs, except service dogs will be allowed.
 - Only businesses with products deemed “essential” under Governor Inslee’s executive order, will be allowed. (See attached vendor list)
- 3. Additional Sanitation**
- Extra hand washing and hand sanitizer stations available for customers and vendors.
 - All vendors will have individual hand washing stations for their use.
 - Sanitation solution used on touchable surfaces between transactions.
 - Extra signage at all entrances and throughout market reminding of social distancing rules and safe practices.

The market will also be encouraging different behavior from shoppers, including:

- **Stay at home if sick or if you have been exposed to someone who is.**
- **Respect that the first hour of the market is set-aside for shoppers who are in “high-risk” categories.**
- **Try only having one person per household shop.**
- **Follow all social distancing policies.**
- **Wear a mask while shopping at the market.**
- **Come prepared with a shopping list and leave the market as soon as you are finished**
- **Make use of your own sanitizer and in-market options frequently and use good hygiene practices in the market at all times.**

These rules were designed alongside public health officials and in many ways exceed their recommendations. Additionally, these measures far exceed what is taking place in retail grocers and it is the opinion of Washington State DOH (and others) that open-air markets are as safe if not safer than a retail grocery spaces. Having larger footprints than an indoor space and allowing more vendor selection to shop with provides opportunities for customers to spread out and not have to wait in lines or be in groups. Additionally, each retailer monitoring displays and sanitizing throughout the day yields a significantly cleaner and safer shopper environment. It would be the hope of the VFM to partner with the City of Vancouver in providing much needed access to a essential products in a more proactively and safely managed format than the options currently available to residents.

Market hours would remain the same, **with the first hour of each market day being reserved for senior and other at risk shoppers.**

Saturday: 9AM-3PM

Sunday: 10AM-3PM

Included within are the following:

- Guidance from Public Health
- Customer Safety Guidelines
- Vendor Safety Guidelines
 - In the market
 - Offsite at their businesses
 - Market Layout
 - Booth locations
 - Hand washing stations
 - Signage examples

Additional Requirements Added in Response to the City of Vancouver's Feedback, 4/2/2020:

1. Additional Monitoring: The VFM will provide taping or some barrier at the back of the booths, when appropriate, to signal to customers they need to use "only" the official entrances and exits. Have staff monitor.
2. Parking: The 415 lot (City Hall parking lot) will be used if needed. There will be a drop box for optional donations, with a staff person nearby in charge of the drop box. No change will be made/no conversion of bills and no personal contact will be made with the driver.
3. The VFM will comply with all applicable emergency proclamations and orders from federal, state, and local authorities.
4. The VFM will comply with all current and future recommendations issued by the CDC and Clark County Health.

Additional Crowd Control Plan Added in Response to the City of Vancouver's Feedback, 4/13/2020:

1. The number of customers allowed in the market at one time will be limited to 150 people.
2. Customers will be allowed to enter and exit the market at Esther & 8th, or Esther & 6th. At each entrance/exit, there will be an area designated for a customer line with 6ft of social distancing in place.
3. Market staff will control each entrance/exit for the duration of the market with signage and barricades. Staff will count the initial 150 customers into the market, and then will implement a 1 out 1 in system to maintain the 150 limit at all times.
4. Staff will closely monitor social distancing in the market, to ensure that customers have space for 6' of social distance at all times.

We are available and happy to discuss this further anytime.

Jordan Boldt
Executive Director
j.boldt@vancouverfarmersmarket.com

Erin Timmerman
Director of Operations
e.timmerman@vancouverfarmersmarket.com



Guidance for Farmers Market Operations during COVID-19 March 20, 2020

The following guidance is provided by the Public Health Multi-Agency Coordination Group, a five-County body consisting of Health Officers and Senior Administrators charged with developing public health policy to slow the spread of COVID-19.

Farmers markets as an essential community asset during the COVID-19 outbreak. Food access is critical, and farmers markets provide an alternative to grocery stores in an open-air market. Farmers markets also provide food assistance to low income community members.

We support the operation of farmers markets under the following conditions:

For market organizers:

- Eliminate all “event-like” aspects of markets, including live music.
- Eliminate spaces for onsite food consumption and remove all seating for patrons.
- Limit all hot food vendors to carry-out only.
- Prohibit all food sampling.
- Configure booths to allow at least 3-6 feet of space between people (vendors and shoppers).
- Provide hand washing stations throughout the market.
- Post CDC signage about ways to minimize risk.
- Regularly sanitize high-touch areas.
- Encourage vendors and customers to stay home when sick.

For vendors:

- Pre-bag bulk products as much as possible so shoppers can minimize touching edible products.
- Separate the handling of payment from the handling of food.
- Wash hands with soap and water for a minimum of 20 seconds and wash them often.
- Use a bleach solution to wipe down surfaces every 30 minutes (following CDC guideline of 1/3 cup bleach per gallon of water).
- Configure booth to eliminate narrow corridors so all persons (including staff) can maintain 3-6 feet distance from others.
- Remove all condiments and service wares from your front table and distribute to shoppers individually.

By strictly following these guidelines, we are confident that farmers markets can continue to operate safely during this public health crisis.

Guidelines for Shoppers at the VFM

We welcome everyone who is healthy and feels safe to visit our farmers' markets in order to procure healthy, local food from area farmers, ranchers and small businesses. But we ask that you follow these strict guidelines:

1. Anyone feeling sick in any way, or who has been exposed to someone who is sick, should stay home.
2. Keep at least 6ft of distance between other shoppers and vendors at all times and wear a mask to the market when you shop.
3. Practice good Hygiene: Avoid touching nose, eyes, and mouth. Please cough or sneeze into a tissue or the crease of your elbow.
4. High risk customers, please send someone to the market in your place. However, we understand that this is not always possible so the first hour of the Farmers Market every Saturday (9am-10am) and Sunday (10am-11am) morning will be reserved for our Senior/Immune compromised customers only.
5. The Vancouver Farmers Market will have more handwashing stations and hand sanitizer available. We strongly encourage all customers to bring their own hand sanitizer to promote personal safety.
6. Come with a shopping list to decrease the amount of time spent at the market. Avoid excess crowding by leaving the market once you've finished your shopping.
7. Send only one member of your household. Talk to your neighbors about sending one shopper for more than one household.
8. When possible, pre order from vendors and avoid cash transactions. Please visit our website for our Virtual Market to contact vendors for pre ordering options.
9. When possible, use cards with the vendors instead of cash. We will be accepting SNAP at the Information Booth with a \$10 Match for fresh fruits and vegetables.
10. We are setting up the market with 10 ft. of space between each vendor booth. These are not walkways, but distancing measures.
11. Please shop with your eyes, not your hands. If you can avoid picking up and touching produce to inspect it, please do so. Our vendors will be following a strict set of sanitation rules and we will be encouraging vendors to pick and bag items for you.
12. In order to reduce crowding, no dogs are allowed at the farmers' market unless they are [service dogs](#).

Requirements for All Vendors at the Market

To participate in the Vancouver Farmers Market during COVID-19, all vendors must follow these requirements. Please contact market staff if you have any questions.*

**Subject to change.*

- Practice good hand washing for at least 20 seconds with warm water as recommended by the CDC. Use hand sanitizer with at least 60% alcohol in addition to regular washing.
- Gloves must be worn and changed regularly, when handling products.
- Vendors must wear cloth face coverings while working at the market.
- Vendors must designate 1 on-site social distancing monitor per booth. The social distancing monitor will be responsible for maintaining proper social distancing between customers in and around their booth space.
- Configure booths to limit the number of customers at a time and to follow the 6ft. social distancing recommendations. Mark the ground with tape or chalk to space customers who will wait in line.
- Vendors with 2 or more booth spaces are required to have at least 2 employees working per booth at all times. Designate 1 employee to handle payments and 1 employee to handle food products.
 - If you have a single booth space, you may staff it with 1 employee. However, the employee is responsible for hand sanitizing after each transaction.
- No fabric tablecloths. All displays must be non-porous and properly sanitized.
- Sanitize shared surfaces every 30 minutes (ex. tables) and frequently handled items after each use (ex. card readers). Use a mixture of 1/3 cup bleach to 1 gallon of water.
- All vendors must have a handwashing station in their booth and wash frequently. Directions for making your own can be found on the Clark County Public Health website or in the VFM Vendor handbook: [Temporary Hand Wash Stations](#)
- Limit customer contact with products. Post signs reminding customers not to touch anything they aren't buying.
- No sampling of any kind.
- Advertise pre-orders to customers to reduce their time in the market.
- ONLY EBT/SNAP currency will be sold to customers at the Information booth. Please come prepared with a system for taking credit/debit cards or contactless payments like ApplePay or Venmo.
- If you feel sick, stay home. If you appear ill, you will be required to leave immediately.

Category Specific Requirements

Produce and Agriculture:

- Come with pre-packaged, weighed and clearly priced bulk items ahead of time. Round to the nearest dollar.
- Alternately, have a table displaying an assortment of products out as “display items only” showing customers what is available and limit cross contamination. Have all produce behind the display tables and package produce for customers once their order is complete and paid for.



- Use ample signage to tell customers what products are available. Whiteboards or chalkboards are great tools and can be updated with inventory.

Prepared Food and Bakery Item:

- Individually price items or have a price list posted for customers.
- Items must be prepackaged. Ex. Canned or bottled, individually wrapped in plastic film, boxes or in a clamshell.

COVID-19 Safety Requirements for Vendors at Production/Farming Facilities

Employees

- Ensure your workers have access to information about proper protocol (i.e. hand-washing, sanitizing high touch areas, 6 ft social distancing, proper use of gloves, do not touch face, cover cough/sneeze). More info at www.cdc.gov/coronavirus
- Encourage employees to practice social distancing during non-work hours.
- Stagger work schedules to comply with social distancing.
- Ensure that your workers are aware of their responsibility to properly notify you if they are feeling sick or if they have knowingly been exposed to COVID-19.
- Communicate clearly with your workers about your expectations regarding sick leave. Do not allow employees to work when sick.
- Keep close records of who is working and when so that you can trace potential exposure.
- Provide employees with proper safety gear including hand washing stations, hand sanitizer, sanitizing solution, gloves and masks when appropriate.

Business Operations

- Limit or restrict visitors to the business as much as possible.
- If you have customers entering your business, clean frequently using EPA registered products that clean (removes germs) and disinfect (kills germs) shorturl.at/aguC5
- Do not reuse any boxes or packaging.
- If offering delivery or pick up options, maintain proper hand washing and social distancing practices. Sanitize equipment before and after every delivery. Stagger pick up times to avoid creating a crowd.
- Take payments in advance or electronically if possible.

Special Considerations for Farmers

- Identify shared farm equipment. Clean, sanitize, disinfect and dry, food contact surfaces, food handling equipment, bins and farm tools.
- Use all protocols listed in this document when harvesting and processing products (even for non-edible items like flowers).
- Stay away from produce if sick and generally minimize the number of times produce is touched by different people.
- Before leaving the farm: wash, pre-package, weigh and clearly price bulk items (i.e. create \$8 bags of potatoes, \$10 bags of carrots).
- Farms must follow Good Agricultural Practices (GAP) More info at www.ams.usda.gov/services/auditing/gap-ghp



P

W Franklin St

P

W Esther St

W 8th St

Social Distance Monitor

Shopping Safety Signage

Handwash Station

Waiting area for customers

Each vendor space is 10', separated by 10' of social distance.

Esther Street can accommodate 34 vendors, reducing the market size by 133 spaces and limiting the amount of farm and food vendors the VFM can support.

Handwash Station

Shopping Safety Signage

Social Distance Monitor

Waiting area for customers

W 6th St

P



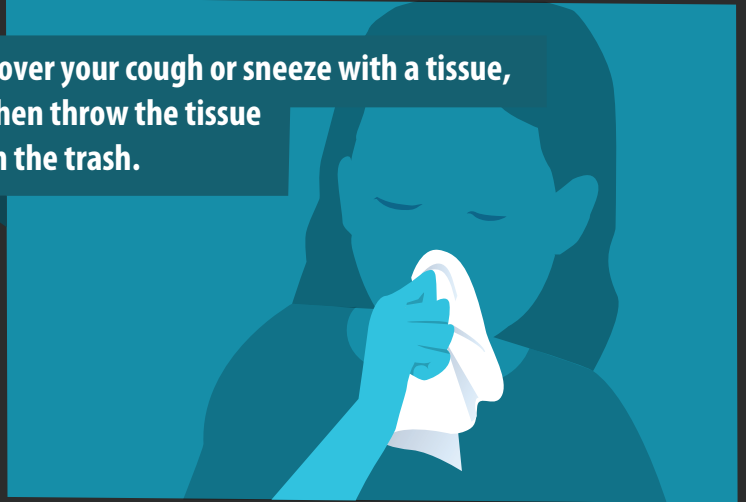
STOP THE SPREAD OF GERMS

Help prevent the spread of respiratory diseases like COVID-19.

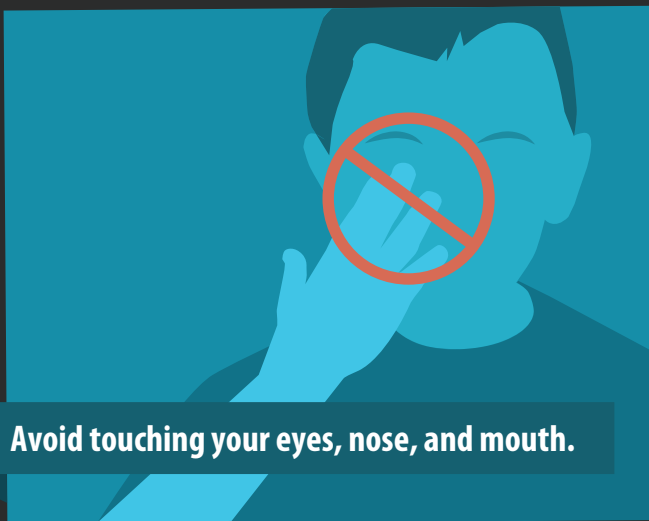
Avoid close contact with people who are sick.



Cover your cough or sneeze with a tissue, then throw the tissue in the trash.



Avoid touching your eyes, nose, and mouth.



Clean and disinfect frequently touched objects and surfaces.



Stay home when you are sick, except to get medical care.



Wash your hands often with soap and water for at least 20 seconds.



cdc.gov/COVID19



Hands
that look
clean can still
have icky
germs!

Wash YOUR HANDS!



U.S. Department of
Health and Human Services
Centers for Disease
Control and Prevention

Vendors for Market Opening

Amador Farmers- Vegetables	1. Fruits & Vegetables
Ash Tree Farm- Mushrooms	2. Meat & Dairy
Barking Dog Farms LLC- Vegetables	3. Bakeries
Bautista Farm- Fruits & Vegetables	4. Prepackaged Foods
Gee Creek Farm- Vegetables	5. Beverages
Millennium Farms- Vegetable Plant Starts	
Packer Orchards- Fruits & Vegetables	
Salmon Creek Farm- Vegetables & Honey	
Don Felipe- Meat: Assorted	
Olympia Provisions- Meat: Assorted	
Reister Farms- Meat: Lamb	
Scratch Meats- Meat: Sausage	
Skamokawa Farmstead Creamery- Goat Cheese	
Windy River Livestock- Meat: Beef	
Blackbird Alchemy- Gluten Free/Vegan Bakery	
Blue Moon Bakery- Gluten Free Bakery	
Chunney Pop- Frozen Fruit	
Columbia River Sourdough- Bakery	
Esotico Pasta- Pasta	
Granny Fi's Shortbread- Bakery	
Haole Girl Bread Co- Bakery	
Julia Bakery- Bakery- Bakery	
Pizza Crust Creations- Pizza Crust	
So Long Cookie- Bakery	
Vancouver Toffee Company- Toffee	
2 Angry Cats- Sauces	
Amilkar Hummus- Hummus	
Bliss Nut Butters- Nut Butters	
Columbia Black Garlic- Fermented Garlic	
Columbia River Coffee Co.- Coffee	
Conan's Hot Sauces and Marinades LLC- Sauces	
Hippie Granola Co- Granola	
Olivers Gourmet Company- Pickled Vegetables	
Oomph Cooking Blends- Deyhydrated Vegetable Blends	
PNW Honey Farm- Honey	
Postres International LLC- Packaged Empanadas	
River Wave Foods- Condiments & Sauces	
Rose City Pepperheads- Sauces	
Silagy Sauce LLC- Sauces	
Sithean Acres LLC- Honey	
TBeeS Honey- Honey	
Mind your Manna- Tonic	
One Stripe Chai- Beverage	
Portland Ashwagandha Farm- Tincture	
Sacred Summit- Beverage	
SOMA Kombucha- Beverage	
Trail Brew- Tea	



VANCOUVER POLICE DEPARTMENT

Special Investigations Unit

Valor, Professionalism, Duty

Created By: CA Lowe

LAW ENFORCEMENT USE ONLY

Date: April 15, 2020

Requester: Assistant Chief Price

Purpose: To Provide crime rate per 1,000 population for years 2018-2020

Data Used: RegJIN report data weeks 1-15 for years 2018-2020

- 2018 week ending 4/14; 2019 week ending 04/13; 2020 week ending 2020

YTD Weeks 1-15 2018-2020			
CrimeType	Crime Rate Per 1000 2018	Crime Rate Per 1000 2019	Crime Rate Per 1000 2020
AGGRAVATED ASSAULT	0.60	0.68	0.64
SIMPLE ASSAULT	1.99	2.30	2.10
AUTO THEFT	1.57	1.47	1.47
BURGLARY	1.24	1.17	1.63
DUI	0.78	0.66	0.75
RAPE	0.28	0.34	0.25
ROBBERY	0.22	0.25	0.25
THEFT	6.72	7.32	6.95
VANDALISM	3.11	2.57	2.74
VEHICLE PROWL	1.58	1.77	2.01

Weeks 12-15 for Years 2018-2020			
CrimeType	Crime Rate Per 1000 2018	Crime Rate Per 1000 2019	Crime Rate Per 1000 2020
AGGRAVATED ASSAULT	0.19	0.20	0.18
SIMPLE ASSAULT	0.57	0.66	0.69
AUTO THEFT	0.38	0.41	0.56
BURGLARY	0.32	0.33	0.51
DUI	0.19	0.19	0.16
RAPE	0.07	0.06	0.07
ROBBERY	0.07	0.09	0.08
THEFT	1.72	1.91	1.72
VANDALISM	0.66	0.77	0.85
VEHICLE PROWL	0.42	0.41	0.53

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Staff Report 050-20

TO: Mayor and City Council

FROM: Eric Holmes, City Manager

DATE: 4/20/2020

SUBJECT Washington State Historical Society Grant for Grant House roof

Key Points

- The City is interested in applying for a Heritage Capital Projects grant from the Washington State Historical Society (WSHS) to replace the roof on the Grant House on Officers Row.
- The grant requires a 2-to-1 match and the funds for the match are available in the Historic Reserve capital budget.
- The grant application requires a resolution indicating the City Council's approval of the project and authorization to apply for the grant.

Strategic Plan Alignment

Goal 5: Continue to build high quality historical and cultural experiences for residents and visitors.

Goal 5, Objective 5.1: Enhance Fort Vancouver's standing as a site of historical significance – the birthplace of Pacific Northwest settlement.

Present Situation

Since 2012 the City and The Historic Trust have completed replacement of almost all the roofs of the houses on Officers Row with the exception of Buildings 1 and Building 2, the Grant House and the Howard House. These roof replacements were funded in part through grants from the Washington State Historical Society (WSHS). In summer of 2020, the City will be completing roof replacements on Building 1 and Building 2 with partial funding from a 2019-2021 WSHS grant.

The City and Trust would like to apply for a 2021-2023 WSHS grant to replace the roof on the Grant House. The grant process has changed since the 2019-2021 grant process and now starts with a Letter of Intent (LOI) rather than the full grant application. The LOI requires a resolution indicating the City Council's approval of the project and authorization to apply for the grant. This project will complete all of the roof replacements on Officers Row with the exception of the Howard House. Roof replacements will assist in continuing to preserve these historic structures. All of the

buildings on Officers Row are fully occupied with a mix of residential, commercial and public uses.

Advantages

Assists with the continued preservation and reuse of historic structures on Officers Row. If the funding is awarded, it would cover one-third of the cost of the roof replacement project.

Disadvantages

The grant requires a 2-to-1 match so if it is awarded, the City would be responsible for providing matching funds not to exceed \$280,000.

Budget Impact

The grant requires a 2-to-1 match and the City would be responsible for providing matching funds not to exceed \$280,000. Funds are available in the Historic Reserve capital budget. The current balance of capital and operating funds available totals \$2.2 million.

Prior Council Review

None

Action Requested

On April 20, 2020, adopt a resolution supporting the City applying for a 2021-2023 Heritage Capital Projects grant from Washington State Historical Society for replacement of the roof on the Grant House.

Jeanette (Jan) Bader, Cultural Services Manager, 487-8606

ATTACHMENT

- Resolution

04/20/20

RESOLUTION NO. M-_____

A RESOLUTION authorizing the City of Vancouver to apply for a Heritage Capital Projects grant from the Washington State Historical Society to fund the replacement of the Grant House roof on Officers Row; providing for severability and an effective date.

WHEREAS, the City of Vancouver owns Officers Row which includes twenty-two historic structures that are part of the Vancouver National Historic Reserve, a federally designated national historic site; and

WHEREAS, the City is interested in applying for a Heritage Capital Projects grant from the Washington State Historical Society that would provide partial funding to replace the roof on the Grant House; and

WHEREAS, the grant requires a 2-to-1 financial match and funds for the match are available in the Historic Reserve capital budget; and

WHEREAS, this project would provide a roof replacement for one of the most significant buildings on Officers Row, allowing the building to continue to be used and preserved for public benefit; and

WHEREAS, the letter of interest for the Heritage Capital Projects grant requires a resolution indicating the City Council's approval of the project and authorization to apply for the grant.

NOW, THEREFORE,

BE IT RESOLVED BY THE CITY OF VANCOUVER:

Section 1. The recitals set forth above are adopted as findings supporting the action of the City Council in adopting this resolution.

RESOLUTION - 1

Section 2. The City Council supports the Grant House roof replacement project and authorizes the City to apply for project funding through a Heritage Capital Projects grant from the Washington State Historical Society.

Section 3. If any section, sentence, clause or phrase of this resolution should be held to be invalid or unconstitutional by a court of competent jurisdiction, such invalidity or unconstitutionality shall not affect the validity or constitutionality of any other section, sentence, clause or phrase of this resolution.

Section 4. This resolution shall be effective immediately upon adoption.

DATED this 20th day of April, 2020.

Anne McEnery-Ogle, Mayor

Attest:

Natasha Ramras, City Clerk

Approved as to form:

Jonathan Young, City Attorney

RESOLUTION - 2