

CITY COUNCIL MEETING MINUTES

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

www.cityofvancouver.us

Anne McEnerny-Ogle, Mayor

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

February 26, 2018

WORKSHOPS (City Council Chambers)

4:30-5:00 p.m. AFFORDABLE HOUSING FUND: UPDATE & 2017 HOMELESSNESS PREVENTION PROJECTS

Council met with Peggy Sheehan, Community Development Program Manager, and Danell Norby, Community Development Coordinator.

Summary

Staff provided Council with an update on projects funded by the Affordable Housing Fund and an overview of the proposed 2017 Homelessness Prevention awards. (Peggy Sheehan, 487-7952)

5:00-6:00 p.m. PARKING STATUS UPDATE

Council met with Teresa Brum, Economic Development Division Manager, Steve Kaspan, Parking Manager, and Jennifer Campos, Senior Transportation Planner.

Summary

Staff provided Council with an overview of the current issues, conditions and pressures related to parking management in the downtown area. (Teresa Brum, 487-7949; Steve Kaspan, 487-8658; Jennifer Campos, 487-7728)

COUNCIL DINNER/ADMINISTRATIVE UPDATES

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

COUNCIL REGULAR MEETING (City Council Chambers)

PLEDGE OF ALLEGIANCE

CALL TO ORDER AND ROLL CALL

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

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

Absent: None

APPROVAL OF MINUTES OF FEBRUARY 5, 2018 – MORNING SPECIAL MEETING

Motion by Councilmember Stober, seconded by Councilmember Glover, and carried unanimously to approve the meeting minutes of the February 5, 2018, morning meeting.

APPROVAL OF MINUTES OF FEBRUARY 5, 2018 – EVENING SPECIAL MEETING

Motion by Councilmember Stober, seconded by Councilmember Glover, and carried unanimously to approve the meeting minutes of the February 5, 2018, evening meeting.

PROCLAMATION: EXCELLENCE IN SCOUTING DAY

Mayor McEnerny-Ogle read and presented a proclamation to local Scouts who had achieved the Eagle Scout or Gold Scout rank or attained the Summit Award in 2017, proclaiming February 26, 2018, as Excellence in Scouting Day.

CITIZEN COMMUNICATION (ITEMS 1-4)

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

CONSENT AGENDA (ITEMS 1-4)

Motion by Councilmember Hansen, seconded by Councilmember Turley, and carried unanimously to approve the Consent Agenda.

1. BID AWARD FOR STREET LIGHTING SUPPLIES, PER BID #17-20
(Staff Report 024-18)

Summary

On January 16, 2018, the City received bids for street lighting components in the amounts of \$334,665.49 and \$348,018.20. The third bid was non-responsive. The low bidder was responsive. It is the City's intent to award a contract for a maximum of five (5) years. The bids received are as follows:

SUMMARY OF BIDS	
BIDDER	AMOUNT
Rexel, Tualatin, Oregon	\$334,665.49
North Cost Electric, Vancouver, Washington	\$348,018.20
Platt Electric Supply, Beaverton, Oregon	non-responsive

It should be noted that the required annual quantity of materials specified in the bid represents a worst case scenario and is extremely conservative. It is impossible to predict what items will need to be purchased as maintenance requirements can be unpredictable. This resulted in a projected annual cost

that exceeded the annual budget allocation. The City will only order items needed to maintain adequate inventory levels. City staff will limit purchases to the amount of funds allocated in the annual budget.

Motion awarded materials contract for public street lighting supplies to the lowest responsive and responsible bidder, Rexel of Tualatin, Oregon, for approximately \$334,665.49 per year for an estimated amount \$1,673,327.45 over the five-year life of this contract. (Vo Trung, Traffic Signal Engineer, 487-8251)

2. MARSHALL COMMUNITY CENTER POOL UPGRADES PROJECT, CONSTRUCTION ACCEPTANCE & RELEASE OF RETAINAGE (Staff Report 025-18)

Summary

The Marshall Community Center is a 60,000 square foot multi-use facility operating six days a week and offering aquatic programs, fitness facilities, youth sport leagues/classes, adult sport leagues/classes, adult learning classes, senior activities, and rental space for special events. Usage ranges between 800-1,000 daily visitations. The Marshall pool is an enclosed six-lane, 25 x 25 yard "L" shaped pool with depths ranging from 3 – 9 feet. Total pool capacity is at 120,000 gallons with a 160 bather limit.

The Marshall Community Center was built in 1965 and underwent an extensive remodel in 2007. However, the pool mechanical system was not included in the remodel due to budget limitations.

Request For Qualifications (RFQ) #25-15 "Marshall Community Center Pool Upgrades and Mechanical Replacement" was issued for design and project bid package development in response to the Council's approval for the appropriation of funds in order to improve and maintain City owned facilities. Enginuty Systems, LLC was awarded the design contract and worked with City Staff and stakeholders in the development of the project design. The project goal was to replace and relocate the aging pool mechanical system, improve pool features to align with current building codes, add family changing rooms, and create direct pool access from the hallway.

For the actual construction project, Invitation to Bid #16-22 was issued on September 9, 2016. The City received five contractor bids by the bid solicitation close on October 11, 2016. Bids for the base bids plus recommended accepted alternates ranged between \$2,864,361.60 and \$3,598,756.08. Pease Construction, Inc. was determined to be the lowest responsive and responsible bidder and their bid was within the range of the engineer's estimate.

The original contract amount, including sales tax, was \$2,864,361.60. The final project cost, including sales tax, is \$3,405,419.09, which is 18.89% higher than the original contract amount. The difference between the original contract amount and the final contract amount can primarily be attributed to a number of unforeseen conditions encountered during construction. Two large unforeseen issues contributed to the majority of the cost. First, existing under pool plumbing, not scheduled for removal, was found to be leaking which required replacement. Second, significant structural issues were discovered in the supporting elements of the pool deck which required removal, repair of structural supports and replacement of approximately seventy five percent of the deck. A contingency set aside at the beginning of the construction phase for this project was sufficient enough to cover change orders.

The work has been completed satisfactorily in accordance with the plans and specifications. An apprenticeship goal of 5% utilization was set for this project. The contractor achieved an actual Apprenticeship Utilization of 10.33%, more than double the original commitment. Contract costs are summarized below:

TOTAL CONTRACT COSTS	
Labor, Equipment, and Material	\$3,141,530.52
Sales Tax	\$263,888.56
Total Contract Value	\$3,405,419.09
Retainage	\$157,076.53

Motion accepted the facilities as constructed by Pease Construction, Inc. of Lakewood, Washington, and authorized the release of the retainage in the amount of \$157,076.53, subject to the receipt of all documentation required by law. (*Jonathan Sears, Capital Project Manager, 487-8319*)

3. AUTHORIZATION OF GRANT APPLICATIONS IN SUPPORT OF ACQUISITION AND DEVELOPMENT OF PARK LANDS
(Staff Report 026-18)

A RESOLUTION authorizing applications for funding assistance for multiple projects city-wide from several state and federal grant programs, including Washington Wildlife and Recreation Program (WWRP), Land and Water Conservation Fund (LWCF), and Outdoor Recreation Legacy Program (LWCF) administered by the Recreation and Conservation Office (RCO) as provided in Chapter 79A.15 79A.25 RCW and WAC 286; Conservation Futures (CF) as provided under Chapter 83.34 RCW and Federal Lands Access Program (FLAP) grant through Federal Lands Highway (FLH) as provided under 23 U.S.C. 204.

Summary

City Council authorization through a resolution is required for grant application for Recreation and Conservation Office (RCO) state and federal recreation grant programs. These grant programs are open for application every two years pending funding approval by the state legislature. The Federal Lands Access Program (FLAP) requests projects at random intervals pending federal funding. FLAP project applications must be submitted by March 9, 2018, and RCO grants no later than May 1, 2018. Acceptance of application for Conservation Future (CF) is based on funding availability through Clark County with no specific application date.

The following projects are eligible for grant applications to provide supplemental funding for completion. The most competitive projects and the appropriate grant program for RCO projects 1, 2, and 4 will be determined through a preliminary phase in the application process, therefore some projects may be held for submission in the 2020 grant cycle.

1. Development of park land in Park Impact Fee District 5/C - North Image Neighborhood Park:

Land and Water Conservation Fund (LWCF) or Outdoor Recreation Legacy Program administered both administered by State of Washington, Recreation and Conservation Office (RCO) and National Park Service

- *Estimated Request: \$500-750,000*

- Match Requirement: 50%
 - Match Funding Source: Park Impact Fees
2. **Acquisition reimbursement for park land in Park Impact Fee District 2/C - George & Hazel Stein Neighborhood Park** associated with the land donation and expansion completed in 2016.
- Washington Wildlife and Recreation Program (WWRP) administered by State of Washington, Recreation and Conservation Office (RCO)
 - Estimated Request: \$550,000
 - Match Requirement: \$275,000 (50%)
 - Match Funding Source: Park Impact Fees (completed)
 - Match Requirement: NA
3. **Acquisition of neighborhood park land in Park Impact Fee District 4/C** – Negotiations pending
- Washington Wildlife and Recreation Program (WWRP) or Land and Water Conservation Fund (LWCF), both administered by State of Washington, Recreation and Conservation Office (RCO)
 - Estimated Request: \$500,000 - 1,000,000
 - Match Requirement: 50%
 - Match Funding Source: Park Impact Fees
4. **Capital improvements to East 5th Street** (Fort Vancouver Way to E. Reserve Street) in partnership with the National Park Service. Reconstruction of E. 5th Street to include a multi-use pathway and reconfigured on-street parking. Project also includes construction of a visitor parking lot within the NPS property:
- Federal Lands Access Program (FLAP) administered by Federal Lands Highway (FLH)
 - Estimated Request: \$2,000,000
 - Match Requirement: \$270,000 (13.5%)
 - Match Funding Source: City Transportation Fund (Pavement) and NPS

The City of Vancouver Grants Management Administrative Policy seeks to 'assure that grants applied for, and eventually accepted, align with a specific citywide strategic commitment and/or a documented departmental core service and priority'. The proposed improvements to East 5th Street are identified in the Transportation Systems Plan (2004), Complete Streets Policy (2017) and the NPS Transportation Circulation and Access Plan.

The park acquisition and development projects listed above are each consistent with the policies, standards, and capital facilities plan in the Vancouver Comprehensive Parks, Recreation and Natural Areas Plan (2014).

Motion adopted Resolution M-3960 authorizing the Parks and Recreation and Public Works departments to apply for the grant projects in support of acquisition and development of parks lands and authorized the City Manager, or his designee, to execute all required documentation associated with the grant applications. (Monica Tubberville, Park Planner, 487-8353)

4. APPROVAL OF CLAIM VOUCHERS

Motion approved claim vouchers for February 26, 2018, in the amount of \$11,712,255.53.

PUBLIC HEARINGS (ITEMS 5-6)

5. RELEASE OF DEVELOPMENT AGREEMENT WITH 192ND AVE. PLAZA, LLC (Staff Report 027-18)

Sheryl Hale, Senior Engineering Supervisor, provided staff comments.

A RESOLUTION of the City of Vancouver authorizing the City Manager to execute a release of a Development Agreement.

Summary

In 1997, a development agreement was recorded as part of an agreement with the owners of property developments commonly known as Fisher's Grove and Fisher's Grove South. This agreement obligated the owners to construct a public sanitary sewer pump station and force main that would serve the Fisher's Grove, Fisher's Grove South developments as well as parts of the surrounding area.

Once developed, the Fisher's Grove and Fisher's Grove South properties would only utilize approximately 25% of the capacity of the new force main and new pump station. To compensate the developer for extra capacity not required for the development of their property the City prepared a developer agreement to allow for credits against the system development charges (SDCs) otherwise chargeable to the development and payable to the City.

The DA was required to run with the land, meaning any future owners of the original parcels or any parcels created from the original parcels through land division would be bound by the agreement.

Staff has received a request from the property owner to release the property at 1735 SE 192nd Avenue (APN 986029206) from the developer agreement. A review by staff has determined that the DA requirements for the construction of public improvements have been satisfied. The SDC credits have been allocated and are being tracked as they are used. Staff has determined that there is no longer a need for DA #9802060433 to be attached to the property at 1735 SE 192nd Avenue (APN 986029206).

Ms. Hale provided an overview of the background of the development agreement (DA) and noted that the developer had met all conditions necessary to release them from the DA.

Mayor McEnerny-Ogle opened the public hearing and, receiving no testimony, closed the public hearing. **Motion** by Councilmember Hansen, seconded by Councilmember Lebowsky, and carried unanimously to adopt Resolution M-3961 to release the subject parcel from the development agreement. (Sheryl Hale, Senior Engineering Supervisor, 487-7151)

6. CAPLES TERRACE ZONE CHANGE
(Staff Report 023-18)

Andrew Reule, Senior Planner, provided staff comments.

AN ORDINANCE relating to land use and zoning; amending the zoning map to change the zone designation of two parcels, as described and identified below and in the attached exhibit; providing for severability; and providing for an effective date.

Summary

The two parcels are on the western edge of the Skyline Crest housing development owned by the VHA. One parcel is zoned R-6, a single-family zone allowing a maximum of six units per acre, and the other parcel is zoned R-18, a multi-family zone allowing a maximum of 18 units per acre. An office building and maintenance building will be removed to allow for the construction of a multi-family building with a maximum of 28 units if the rezone is approved. The R-6 zoned parcel has a comprehensive plan designation of Public Facility, while the R-18 zoned parcel has a comprehensive plan designation of Urban Higher Density. The comprehensive plan designation for each lot will remain the same because the plan designation for the R-18 and R-22 zones is the same, and the plan designation Public Facility may be assigned to any zone per VMC 20.130.040-1.

Mr. Reule provided an overview of the proposed zoning change.

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

Motion by Councilmember Topper, seconded by Councilmember Stober, and carried unanimously approved Ordinance M-4226. (Andrew Reule, Senior Planner, 487-7891)

NEW BUSINESS: APPEAL HEARING (ITEM 7)

7. APPEAL PERTAINING TO VANCOUVER CITY HEARING EXAMINER FINDINGS, CONCLUSIONS, AND DECISION DATED JAN. 4, 2018, IN THE MATTER OF THE APPLICATION OF VANCOUVER DAY CENTER RELOCATION (PRJ-157777/LUP-65374)

City Manager Eric Holmes provided background information on the appeal hearing before Council. He explained Assistant City Attorney Brent Boger, the City's legal representative for the hearing, would be providing Council with details on some more procedural issues impacting the hearing.

Mr. Boger explained that staff had discovered that the documentation provided to the Hearings Examiner for her review of the initial decision included incomplete email communications. He explained that due to the archival of the City's email system, several of the emails included in the original record were cutoff. As a result, he recommended the Council remand the appeal back to the Hearings Examiner requesting a review and addition of those emails to the record. Following the Hearings Examiner ruling, the matter could be brought back before Council at a later date.

Mayor McEnery-Ogle invited the appellants present to provide testimony regarding this proposed motion.

Eric Lambert, representing the Rose Village Neighborhood Association, one of the appellants for this matter, stated he would be in support of the proposed action.

Motion by Councilmember Stober, seconded by Councilmember Topper and carried unanimously remanded the Vancouver City Hearing Examiner findings, conclusions, and decision dated Jan. 4, 2018, in the matter of the application of Vancouver Day Center Relocation back to the Hearings Examiner for review and consideration of the full record.

COMMUNICATIONS

- A. From the Council
- B. From the Mayor

- a. 2018-2019 Council Board and Committee Assignments

The Mayor presented Council with her recommended Councilmember assignments to partner agency boards and committees on which the Council sits. Council discussed the remaining positions that needed to be filled. The finalized assignments are attached.

Motion by Councilmember Stober, seconded by Councilmember Lebowsky, and carried unanimously to approve the 2018-2019 Council board and committee assignments.

- C. From the City Manager

ADJOURNMENT

7:36 P.M.

Anne McEnery-Ogle, Mayor

Attest:

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

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

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City Manager's Office
(360) 487-8600 | WA Relay: 711
Amanda.Delapena@cityofvancouver.us



Committee Info		McEnerny-Ogle	Hansen	Turlay	Topper	Stober	Glover	Lebowsky	Notes
SOCIAL SERVICES	Child Justice Center Executive Board (1+ALT) Meets every other 4th Thurs., 9-10:30 a.m. at Children's Justice Center 601 W Evergreen, Suite 101 – VANCOUVER <i>Staff: Amy Russell, 397-5624</i> Amy.Russell@clark.wa.gov			X		ALT			website
	Council for the Homeless (1+ALT) Meets every 2nd Thurs., 4-6 p.m. VHA (2500 Main St) – VANCOUVER <i>Staff: Kate Budd, 993-9570,</i> kbudd@councilforthehomeless.org					X		ALT	website
	Clark Co. Elder Justice Center Board (1+ALT) Meets 3rd Thurs., every other month, 3-4:30 p.m. at Public Service Center, Rm 678 - VANCOUVER <i>Staff: Jessica Smith, Jessica.Smith@clark.wa.gov</i>				ALT			X	website
	Clark Co. Community Action Advisory Board (1*) Meets every 2nd Tues. of odd months, 7:30-9 a.m. Center for Community Health 1601 E Fourth Plain, Bldg 7, Room C210 C VANCOUVER <i>Staff: Rebecca Royce, 397-2075 ext. 7863</i> Rebecca.Royce@clark.wa.gov							X	website <i>*Seat not dedicated to City of Vancouver – filled by any elected official living in former West Vancouver County District through an open recruitment process</i>
	Safe Communities Task Force (1+alt) Meets every 2nd Friday, 10:00 a.m.- noon YWCA Clark County 3609 Main St – VANCOUVER <i>Staff: Josh Beaman, 397-2130 ext. 5204</i> Josh.Beamen@clark.wa.gov				ALT	X			website

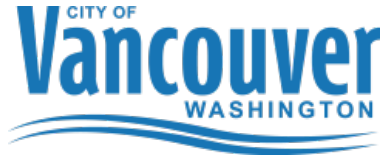
Committee Info		McEnery-Ogle	Hansen	Turlay	Topper	Stober	Glover	Lebowsky	Notes
ENVIRONMENT & LAND USE	Clark Co. Solid Waste Advisory Commission (1*) Meets 1st Thurs. in Feb., May, Aug, Nov; 6-9 p.m. Center for Community Health 1601 E Fourth Plain Blvd. Room 210AB VANCOUVER <i>Staff: Travis Dutton, 397-8103</i> Travis.Dutton@clark.wa.gov								website <i>*Staff currently serves as primary representative – Rich McConaghy (Public Works), since Aug. 2016</i>
	SW Clean Air Agency (1+ALT) Meets every 1st Thurs., 3-4:30 p.m. 11815 NE 99 th St., Suite 1294 – VANCOUVER <i>Staff: Uri Papish, Exec Dir, 574-3058</i> Uri@swcleanair.org				X		ALT		website
	Clark Regional Wastewater District Oversight Committee (1) Meets periodically throughout the year as needed* CRWWD Operations Center 8000 NE 52 nd Court – VANCOUVER <i>Staff: Kim Thur, 993-8822, KThur@crwwd.com</i>	X							website <i>*Public Works Director helps coordinate meeting times with Council representative</i>
ECON. DEV./BUSINESS	Lodging Tax Advisory Committee (1+ALT) Meets 3-4 times per year, as needed City Hall - VANCOUVER <i>Staff: Jan Bader, 487-8606</i>				ALT		X		Councilmember serves as chair
	Metro Policy Advisory Committee (MPAC) (1) Meets every 2nd and 4th Wed., 5-7 pm Metro Regional Center (600 NE Grand Ave) PORTLAND <i>Staff: Nellie Papsdorf (Metro), 503-797-1916</i> Nellie.Papsdorf@oregonmetro.gov						X	ALT	website CED director can fill in as alternate
	Columbia River Economic Development Council (1+ALT) Meets 4th Thurs, every other month* 7-8:30 a.m., location varies in VANCOUVER <i>Staff: Mike Bomar, President, 694-5006, MBomar@credc.org</i>	ALT		X					website <i>*Board meetings every other month; board workshops held on the alternative months – attendance not required but encouraged</i> <i>City Manager sits on CREDC Executive Committee</i>

Committee Info		McEnerny-Ogle	Hansen	Turlay	Topper	Stober	Glover	Lebowsky	Notes
TRANSPORTATION	Bi-State Coordination Committee (1+ALT) Meets quarterly rotating between Metro (600 NE Grand Ave., Ptlnd) & Vancouver Community Library – VANCOUVER or PORTLAND <i>Staff: Diane Workman, 397-6067 x 5214 (RTC)</i> Diane.Workman@rtc.wa.gov	X	ALT						website Representative NOT required to also sit on RTC
	C-TRAN (3+ALT) Meets every 2nd Tues., 5:30 pm, at Vancouver Community Library Columbia Room - VANCOUVER <i>Staff: Debbie Jermann, 906-7303</i> DebbieJ@c-tran.org	X	X			X	ALT		website
	SW Regional Transportation Council (2+ALT) Meets every 1st Tuesday, 4-6 p.m. Clark County Public Svcs Bldg, Commissioners Training Room - VANCOUVER <i>Staff: Diane Workman, 397-6067 x 5214</i> Diane.Workman@rtc.wa.gov	X	X			ALT			website RTC Res. 11-10-21 amends bylaws to allow single alternate per voting district
	Joint Policy Advisory Committee on Transportation (JPACT) (1+ALT) Meets every 3rd Thurs., 7:30-9 a.m. at Metro 600 NE Grand Ave - PORTLAND <i>Staff: Nellie Papsdorf (Metro), 503-797-1916</i> Nellie.Papsdorf@oregonmetro.gov	X	ALT						website
OTHER	Regional Disaster Preparedness Organization (RDPO) Policy Committee (1) Meets about 3 times a year (winter, spring, fall) 9-11 a.m., location varies around Portland metro PORTLAND & VANCOUVER <i>Staff: Denise Barrett, RDPO Administrator (503) 823-5386,</i> denise.barrett@portlandoregon.gov	X							website
	Emergency Operations Center (EOC) delegate	X	ALT						Assigned to EOC in the event of a large-scale emergency or disaster to act on behalf of Council

Committee Info		McEnerny-Ogle	Hansen	Turlay	Topper	Stober	Glover	Lebowsky	Notes
	City Audit Committee (2) Meets twice per year for entrance and exit conferences with State Auditor – City Hall - VANCOUVER <i>Staff: TBD – FMS staff</i>	X*	X*						Requires Mayor and Mayor Pro Tem*
	Firemen's Pension Board (1 + ALT) Meets 3rd Thurs., 2 p.m. Combined with Police Pension Board City Hall - VANCOUVER <i>Staff: Julie Moore, 487-8403</i>		ALT			X**			Requires Mayor or Designee (no Pro Tem seat required) – Councilmember serves as Chair **Chair
	Police Pension Board (2) Meets 3rd Thurs., 2 p.m. Combined with Fire Pension Board City Hall - VANCOUVER <i>Staff: Julie Moore, 487-8403</i>		X*			X**			Requires Mayor or designee AND Mayor Pro Tem* **Chair
	Strategic Plan Oversight Committee (3) Meets twice per year City Hall – VANCOUVER <i>Staff: Jan Bader, 487-8606</i>		X*			X	X		Mayor Pro Tem is Chair*
COUNCIL	Mayor Pro Tempore		X						
	Council Committee 1		X			X	X		
	Council Committee 2			X	X			X	

Council Board/Commission Assignments
Individual assignments

McENERNY-OGLE <i>Mayor</i>	HANSEN <i>Mayor Pro Tem</i>	TURLAY	TOPPER	STOBER	GLOVER	LEBOWSKY
- CRWWD Oversight - Bi-State Coordination - C-TRAN - SW RTC - JPAC - RDPO Policy Comm. - EOC Delegate <i>City Audit Committee</i>	- C-TRAN - SW RTC <i>City Audit Committee</i> <i>Police Pension Board</i> <i>SPOC (Chair)</i>	- Children’s Justice Ctr - CREDC	SW Clean Air Agency	- Council for Homeless - Safe Communities TF - C-TRAN - Fire Pension (chair) - Police Pension (chair) - SPOC	- Lodging Tax (Chair) - MPAC - SPOC	- Elder Justice Center - Clark Co. CAAB
Ad Hoc: Portland Regional Value Pricing Committee	Council Committee 1	Council Committee 2	Council Committee 2	Council Committee 1	Council Committee 1	Council Committee 2
ALTERNATE CREDC	ALTERNATE - Bi-State Coordination - JPAC - Fire Pension - EOC Delegate	ALTERNATE	ALTERNATE - Elder Justice Ctr - Safe Communities TF - Lodging Tax	ALTERNATE - Children’s Justice Ctr - SW RTC	ALTERNATE - SW Clean Air Agency - Lodging Tax - C-TRAN	ALTERNATE - Council for Homeless - MPAC



CITY COUNCIL MEETING MINUTES

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Anne McEnerny-Ogle, Mayor

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

March 5, 2018

WORKSHOPS (City Council Chambers)

4:00-5:00 p.m. HUMAN SERVICE FACILITY SITING ORDINANCE UPDATE

Council met with Chad Eiken, Community and Economic Development Director, and Jonathan Young, Deputy City Attorney.

Summary

Staff provided Council with background information on the City's Human Service Facility Siting ordinance, potential legal concerns with the current ordinance, and options to amend the ordinance to address those concerns. (Chad Eiken, 487-7882)

5:00-6:00 p.m. PARKING EFFICIENCY STUDY

Council met with Teresa Brum, Economic Development Division Manager, Jennifer Campos, Senior Transportation Planner, and Julie Dixon, principal from Dixon Resources Limited.

Summary

Staff provided background information on the parking efficiency study and introduced the consultant who completed the study. Ms. Dixon provided Council with an overview of the results of the study. (Teresa Brum, 487-7949)

6:00-6:30 p.m. EXECUTIVE SESSION RE: POTENTIAL LITIGATION

Mayor McEnerny-Ogle announced the Council would enter into executive session from 6:00 to 6:30 p.m. to discuss potential litigation.

COUNCIL DINNER/ADMINISTRATIVE UPDATES

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

COUNCIL REGULAR MEETING (City Council Chambers)

PLEDGE OF ALLEGIANCE

Council Regular/Consent Meeting MINUTES
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CALL TO ORDER AND ROLL CALL

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

Present: Councilmembers Glover, Stober, Turlay, Hansen, Mayor McEnerny-Ogle
Absent: Councilmember Topper

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

APPROVAL OF MINUTES OF FEBRUARY 12, 2018

Motion by Councilmember Hansen, seconded by Councilmember Lebowsky, and carried unanimously to approve the meeting minutes of February 12, 2018.

CITIZEN COMMUNICATION (ITEM 1)

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

CONSENT AGENDA (ITEM 1)

Motion by Councilmember Hansen, seconded by Councilmember Turlay, and carried unanimously to approve the Consent Agenda.

1. APPROVAL OF CLAIM VOUCHERS

Motion approved claim vouchers for March 5, 2018, in the amount of \$6,566,165.23.

COMMUNICATIONS

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

ADJOURNMENT

7:28 P.M.

Anne McEnerny-Ogle, Mayor

Council Regular/Consent Meeting MINUTES
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Attest:

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

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Amanda.Delapena@cityofvancouver.us

Fourth Plain Forward Update



March 19, 2018

Vancouver City Council Workshop

Teresa Brum, Economic Development Division Manager

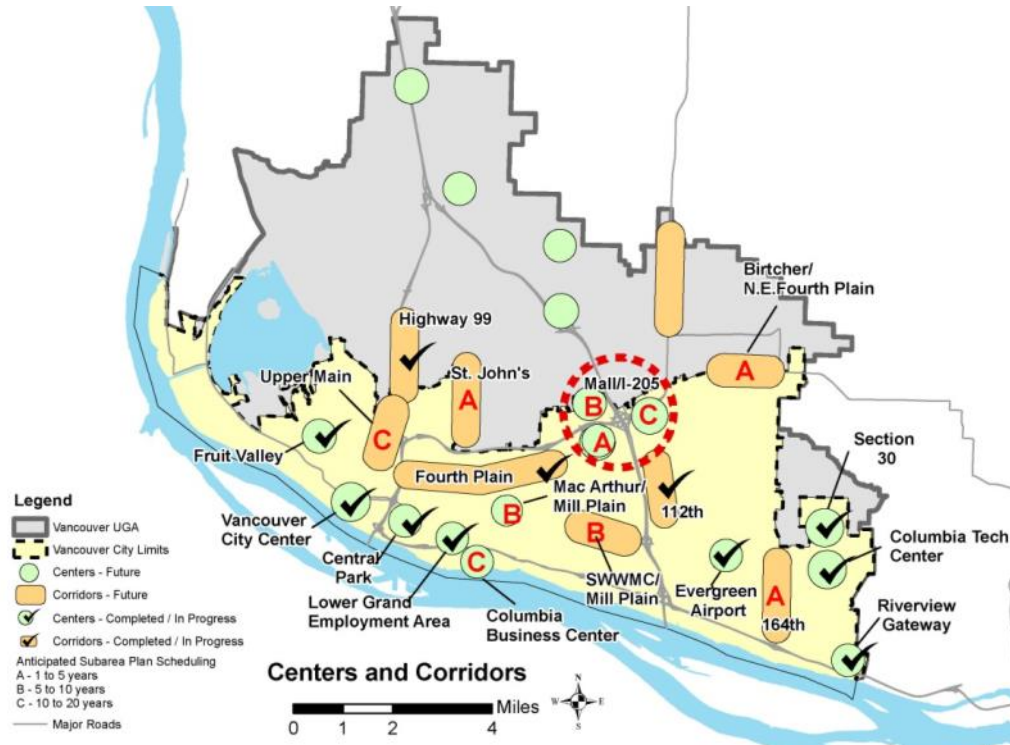
Rebecca Kennedy, Planning Manager

Jennifer Campos, Principal Transportation Planner

Presentation Overview

- Background & Context
- Fourth Plain Forward Implementation
 - Business District Development & Placemaking
 - Support for Small Business & Entrepreneurs
 - Inclusive Transit-Oriented Development
 - Pedestrian connectivity & safety
- Next Steps & Questions

City of Vancouver Subareas



Fourth Plain Forward Action Plan (2015)

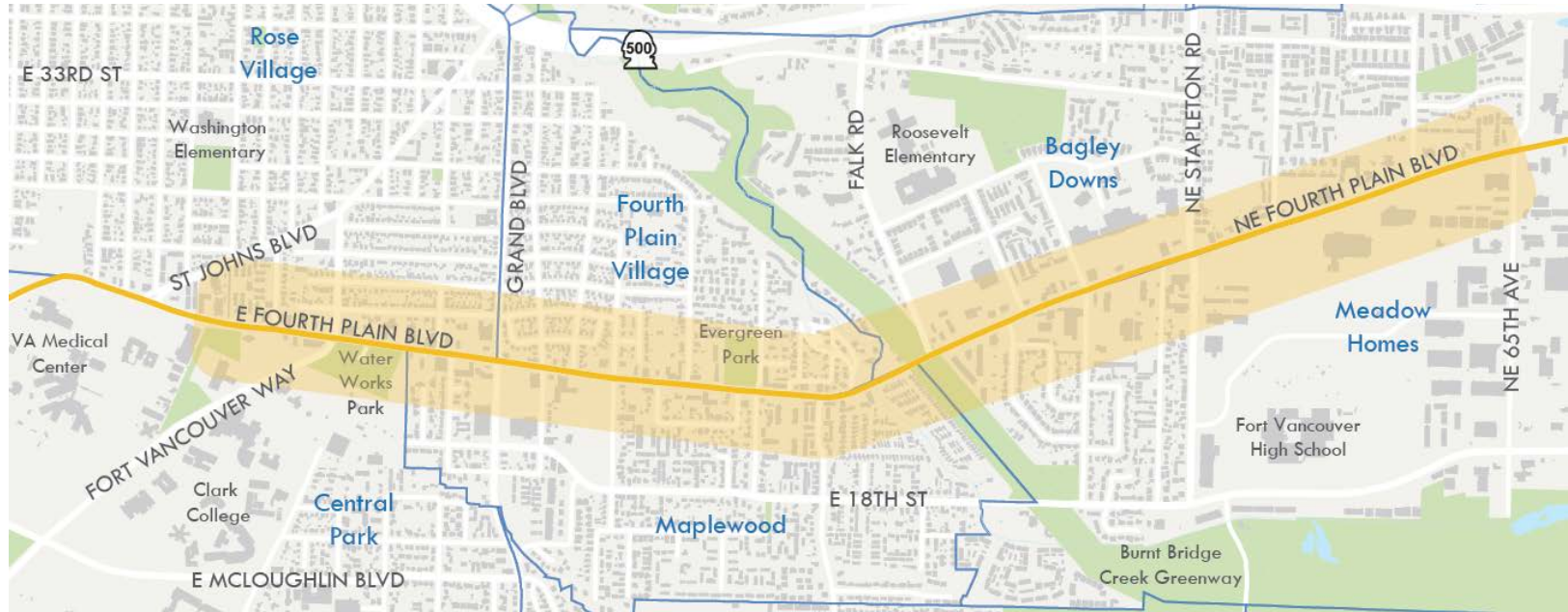


ACTION PLAN FOR VANCOUVER'S
MULTICULTURAL BUSINESS DISTRICT





Fourth Plain Forward Focus Area



Fourth Plain Forward Action Areas

Cultivate a vibrant
business district

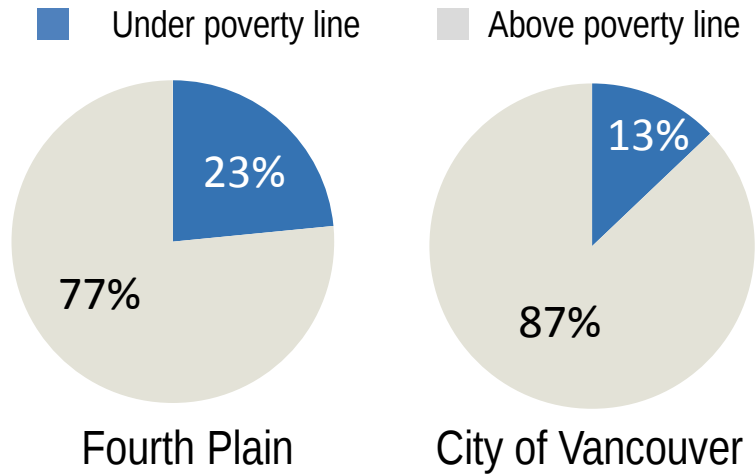
Support small
businesses &
entrepreneurs

Prioritize pedestrian
safety

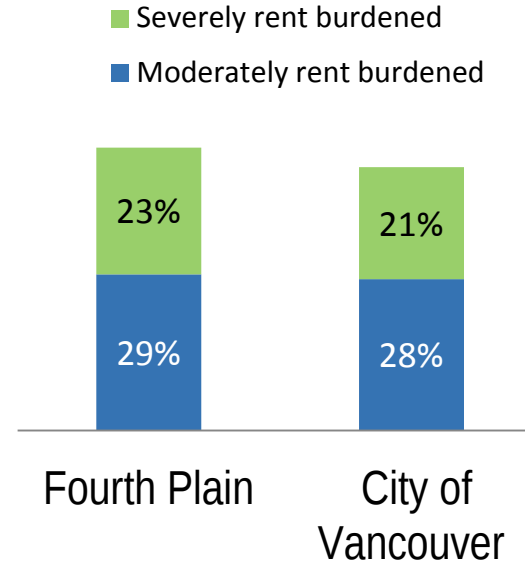
Foster inclusive
transit-oriented
development

Residents and Businesses Face Challenges

Poverty



Rent Burden



Fourth Plain is a diverse community



Cultivate a vibrant business district



Fourth Plain Forward Board

- Bill Steiner, Anderson Glass
- Javier Navarro, State Farm Insurance
- Erin Timmerman, Vancouver Farmers Market
- Paul MacKay, ReTails Thrift
- Audrey Miller, Planned Parenthood and Bagley Downs resident
- Carmen McKibben, SW WA League of United Latin American Citizens and Vida Flare owner

Cultivate a vibrant business district



Cultivate a vibrant business district



Support small businesses & entrepreneurs

FOURTH PLAIN FORWARD presenta...
La serie de talleres para pequeños negocios 2016

¡TALLER GRATUITO!

Publicidad Enlinea y las Redes Sociales

CUANDO: Jueves
22 de septiembre de 2016
9:00 a 11:00 AM

DÓNDE: Boys & Girls Club,
4040 Plamondon St

Aprende del orador Noland
Hoshino de High Five Media
sobre las estrategias básicas
de publicidad para su negocio
utilizando las redes sociales y
otras herramientas en línea.

HIGH
FIVE
MEDIA



INSCRÍBASE POR FAVOR:

<https://4pf-workshop-2-espanol.eventbrite.com>

Para más información, visite la página Eventbrite o póngase en contacto con
Kate Rogers | kate.rogers@cityofvancouver.ca | (360) 487-7955

www.cityofvancouver.us/4PF

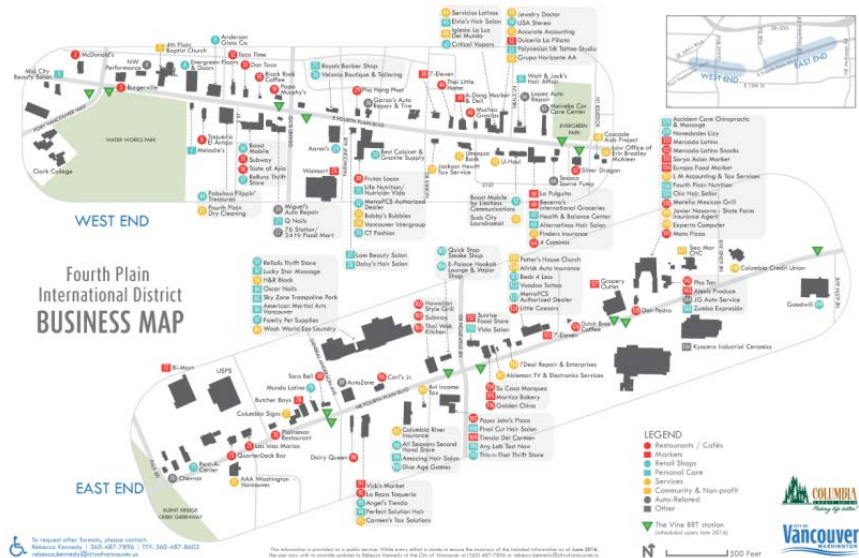
Este evento es para
toda la familia, habrá
actividades para los
niños. Interpretación será
disponible a pedido.

Patrocinado por:
**City of
Vancouver
WASHINGTON**

CITY OF
Vancouver
WASHINGTON

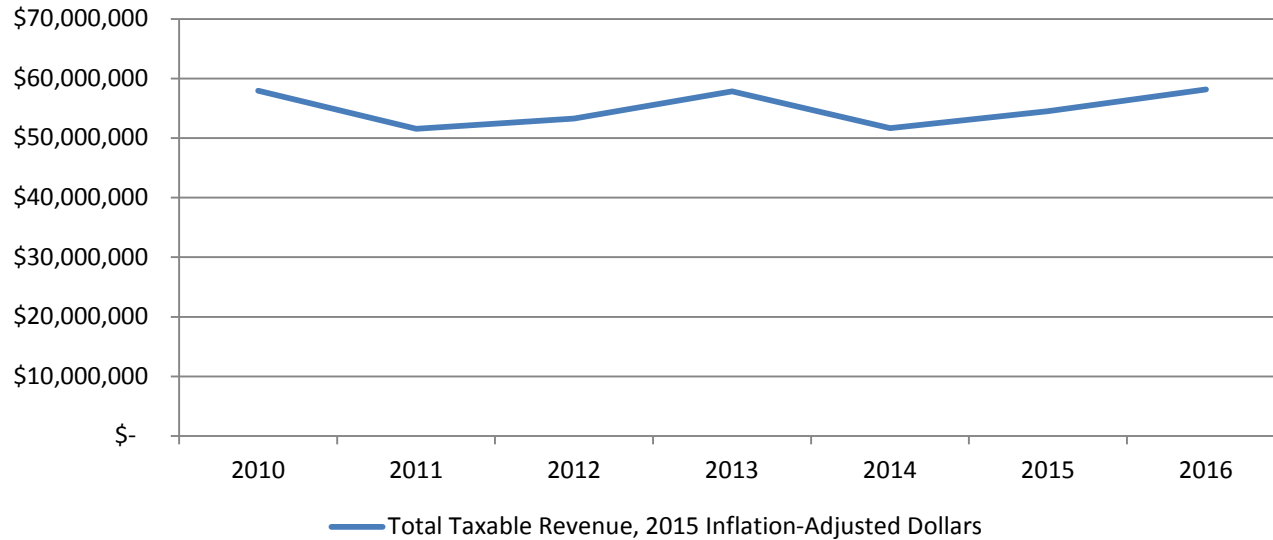


Support Small Businesses & Entrepreneurs



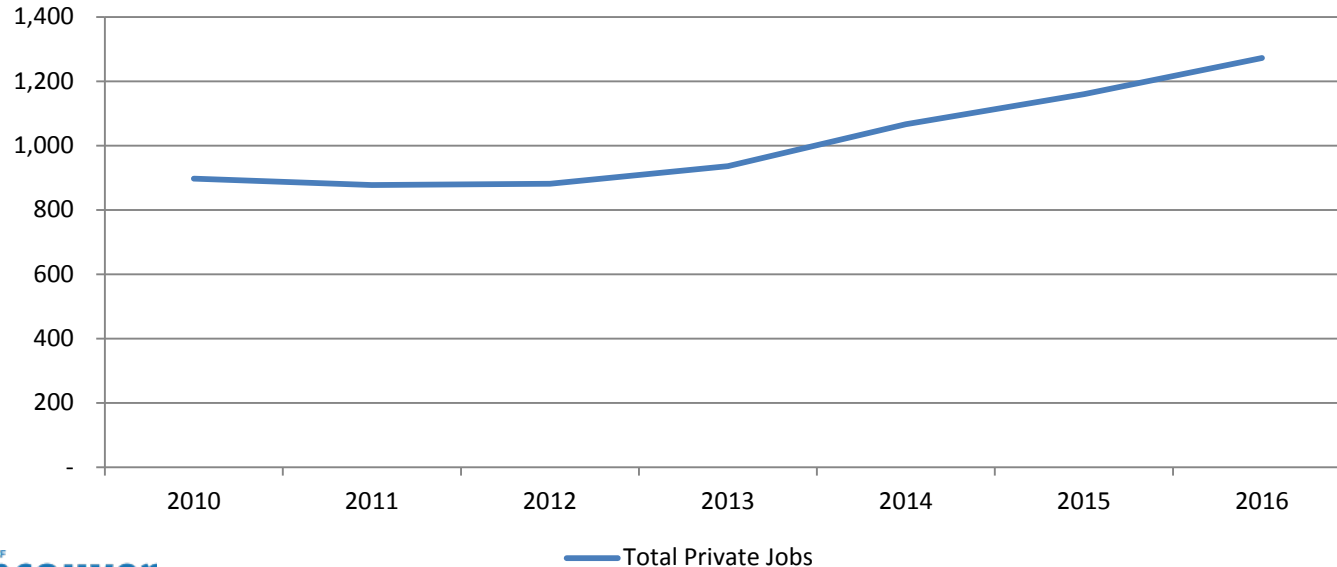
Support Small Businesses & Entrepreneurs

Total Taxable Revenue from Sales, Fourth Plain Business District, 2010-2016 (Inflation-Adjusted)



Support Small Businesses & Entrepreneurs

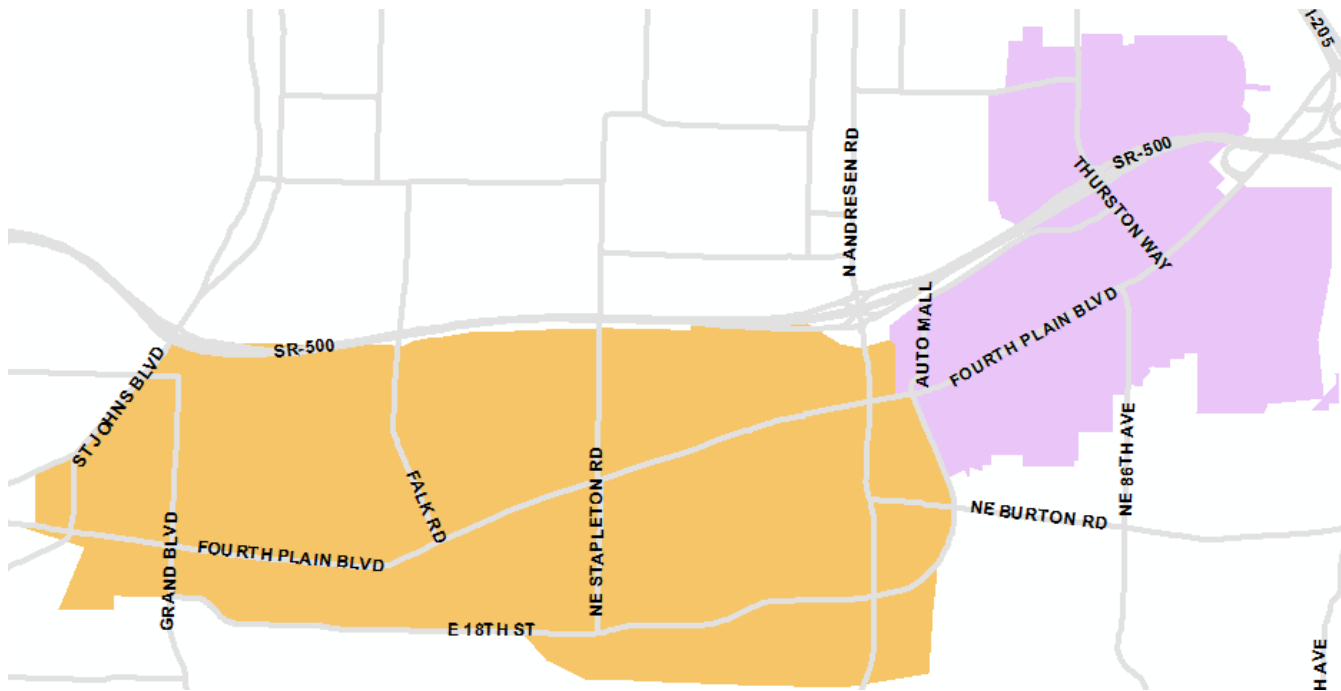
Total Private Jobs, Fourth Plain Business District, 2010-2016



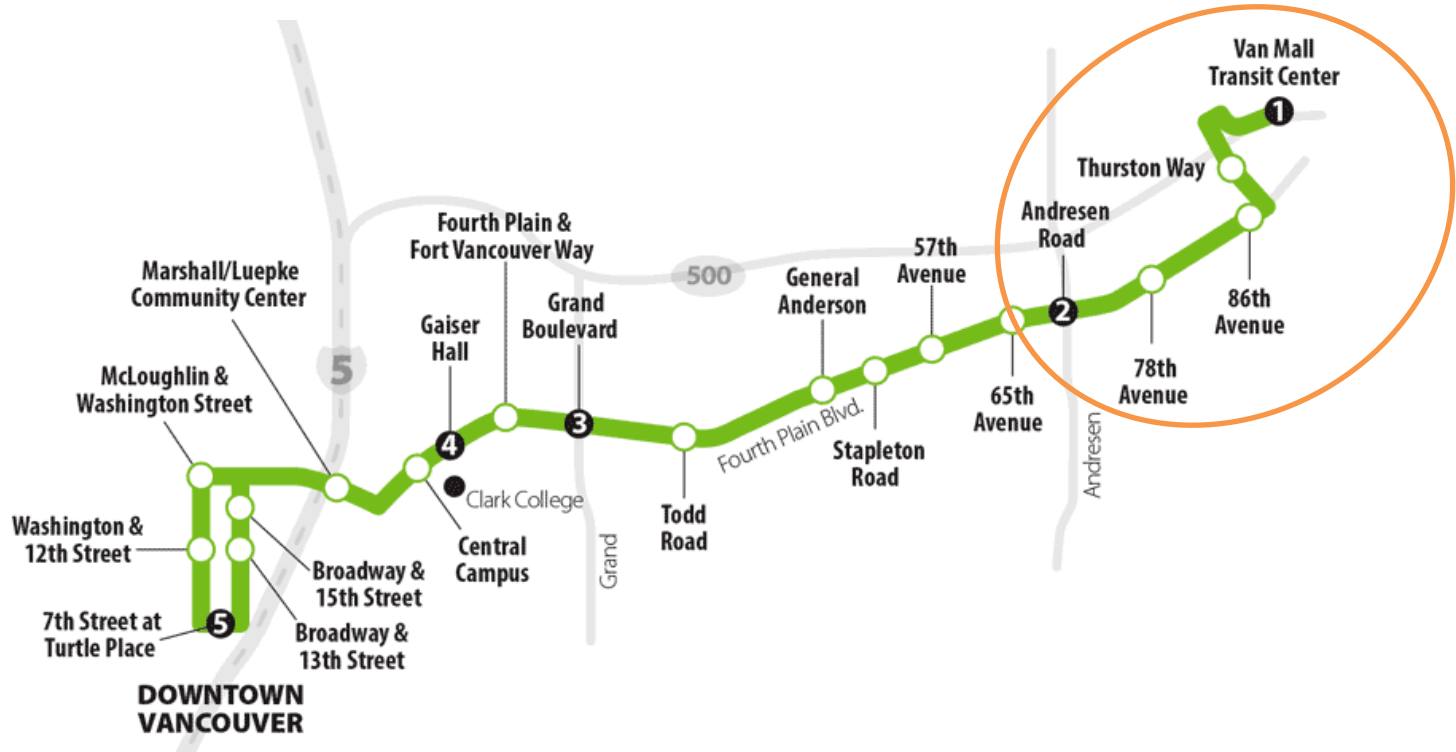
Foster Inclusive Transit-Oriented Development



Foster Inclusive Transit-Oriented Development



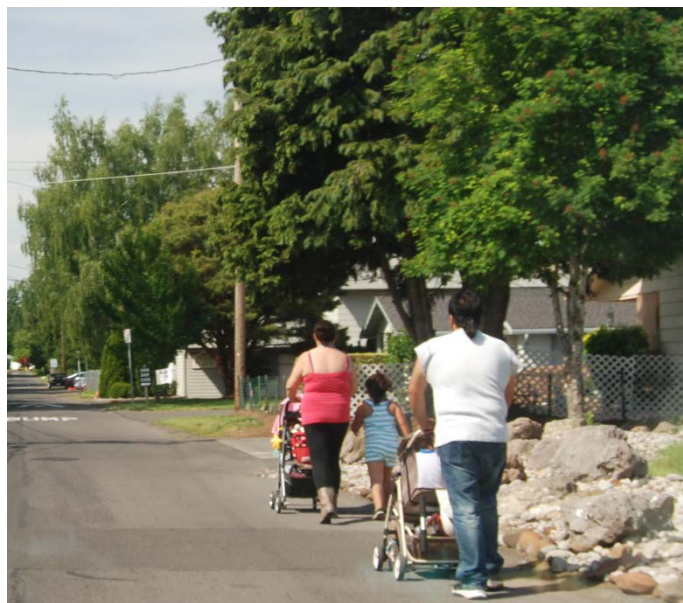
Foster Inclusive Transit-Oriented Development



Foster Inclusive Transit Oriented Development

	MFTE	Impact Fee Waiver	HOME Funds	Affordable Housing Funds
Completed				
Isabella Court – 49 units			X	
Under Construction				
The Meadows – 30 units			X	
Meriwether Place – 30 units		X		X
K West – 192 units	X			
34 th Street - 20 units	X			
Pre-Development				
Sea Mar – 70 units		X		
Isabella Court II – 49 units			applied	X

Prioritize Pedestrian Safety



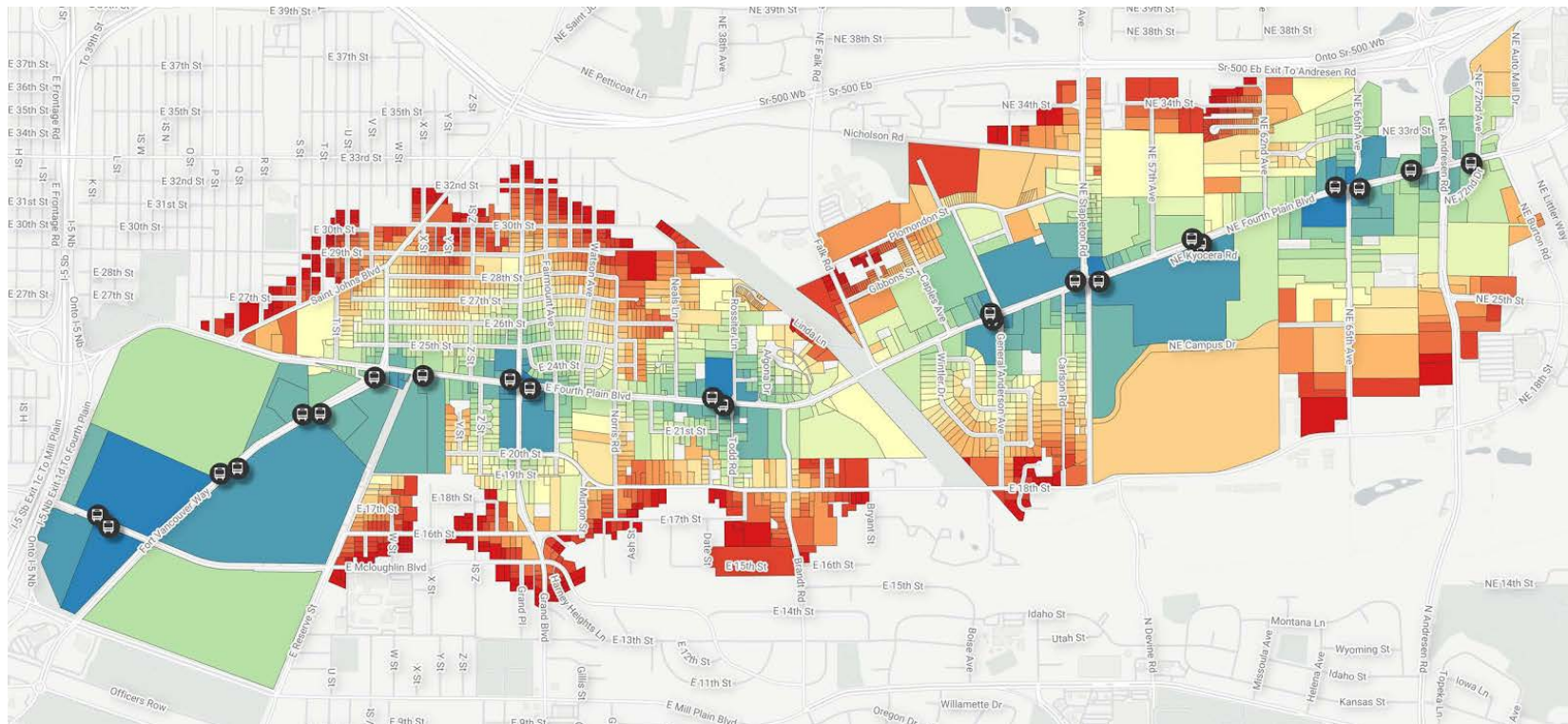
Current Conditions



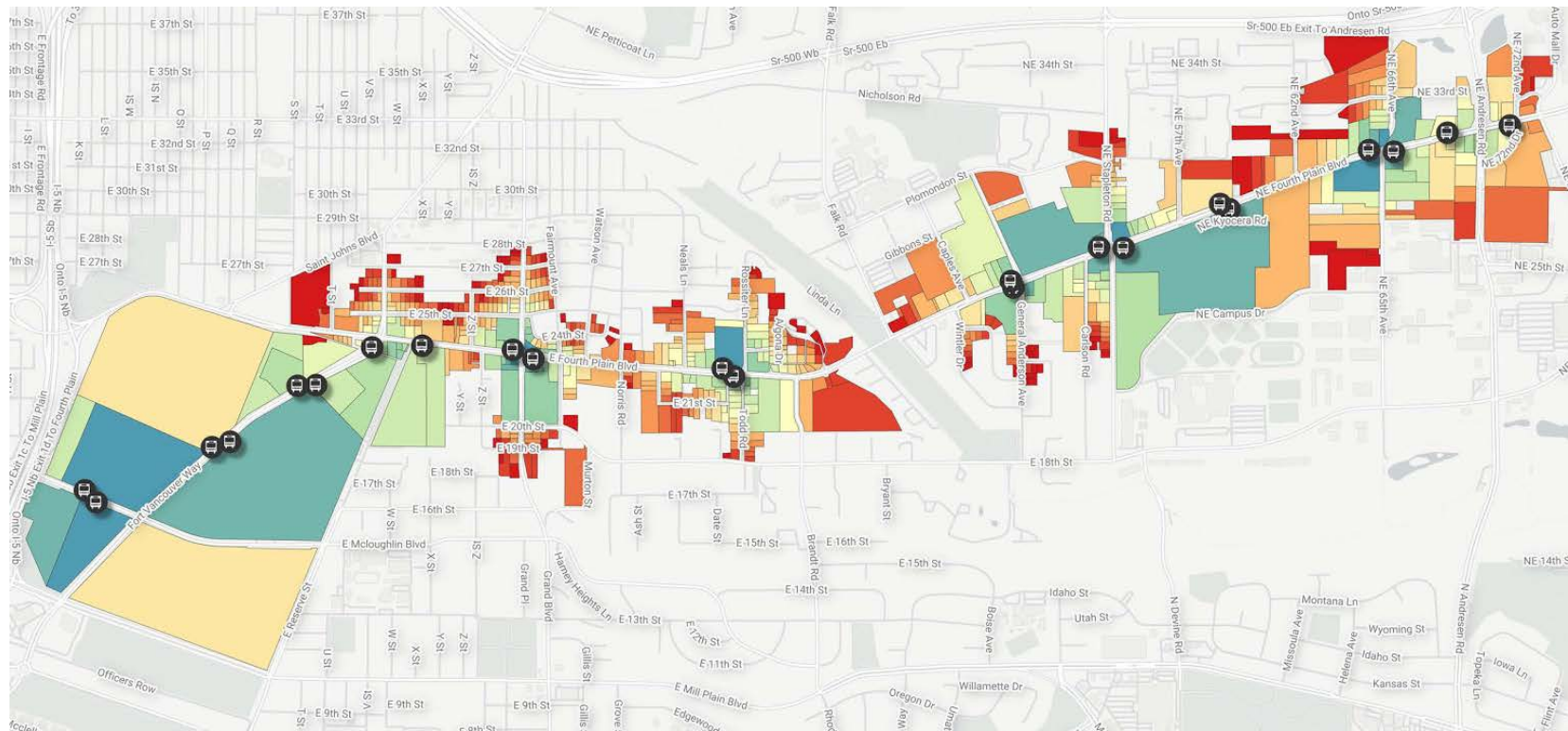
CITY OF
Vancouver
WASHINGTON



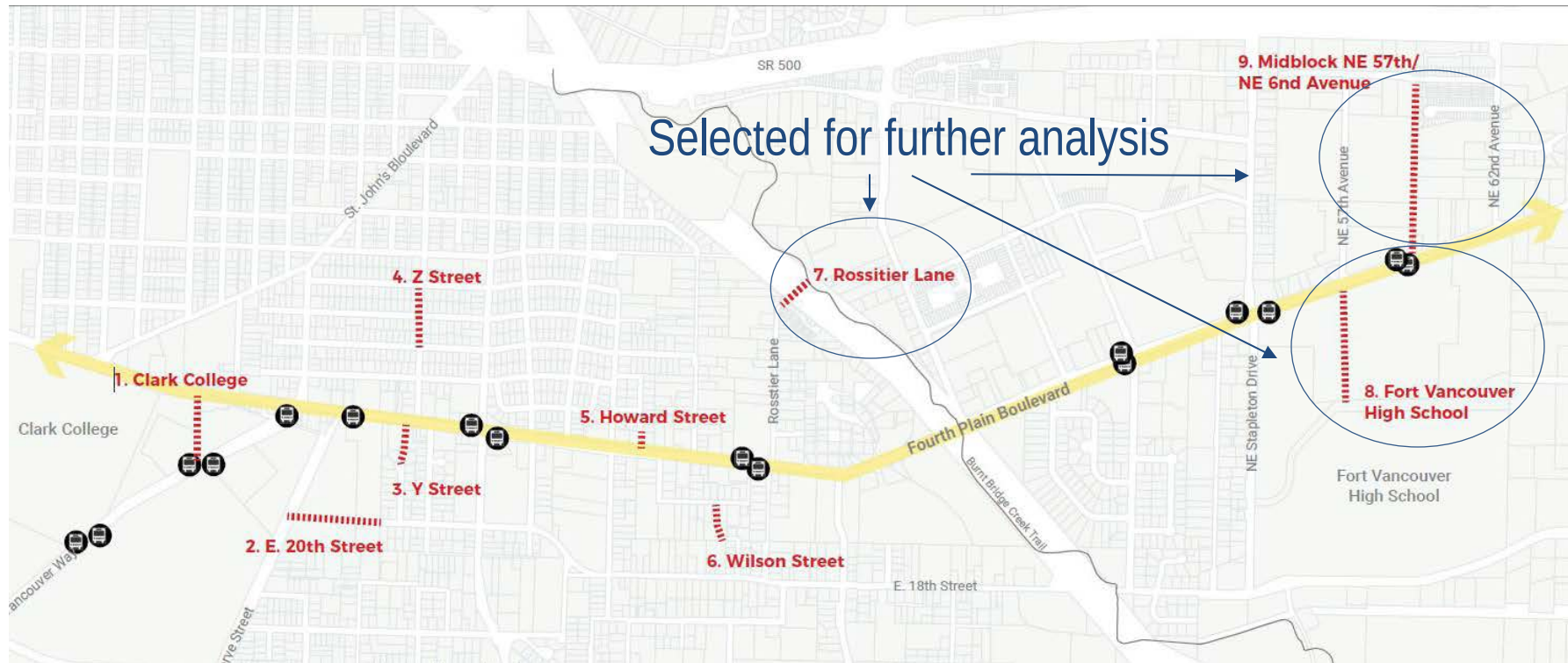
Walking Time to BRT stop- Average Pedestrian



Walking Time to BRT stop-- Elderly or Mobility Impaired



Pedestrian Pathway Evaluation



New and Existing Crossing Evaluation



Lighting Evaluation

Traditional Lighting Placement at Crosswalks

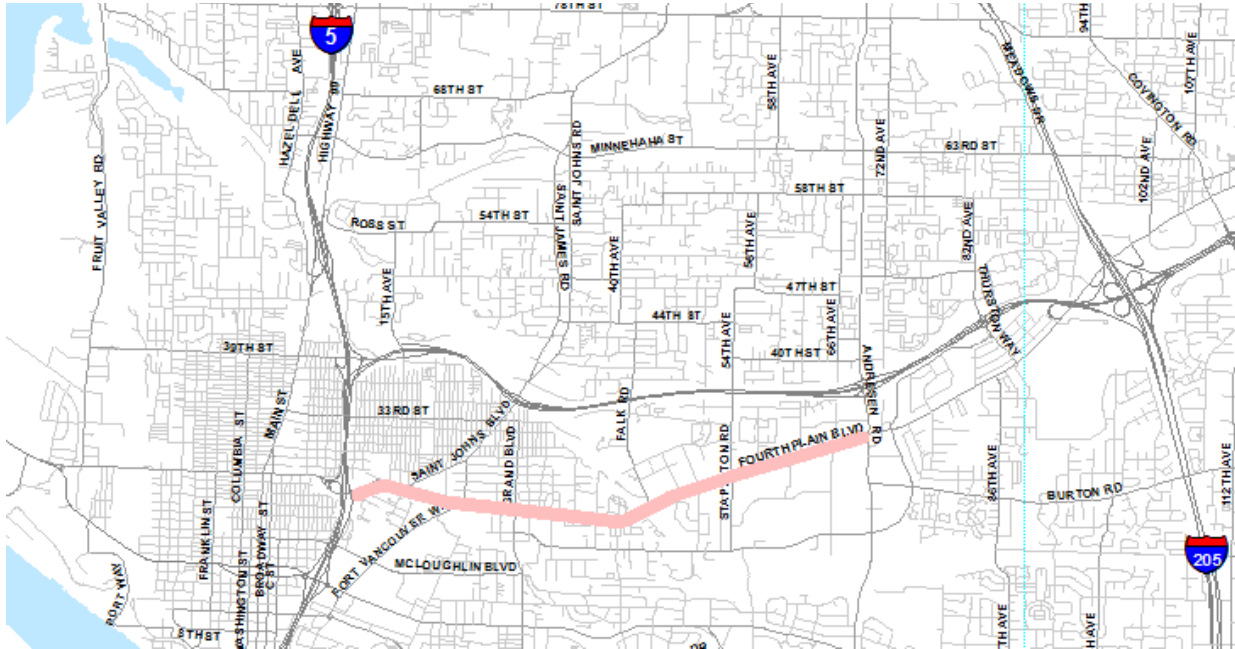


Recommended Lighting Placement at Crosswalks



- **Short-term:** Replace lamps at approaches to HAWK beacons and high pedestrian areas
- **Long-term:** At higher pedestrian use areas, replace and lower lamps to 15', and add additional lamps where needed to meet desired lighting levels

Pedestrian Safety Challenges



From 2012-2016, there were 363 crashes on Fourth Plain Blvd. between I-5 and Andresen Rd.

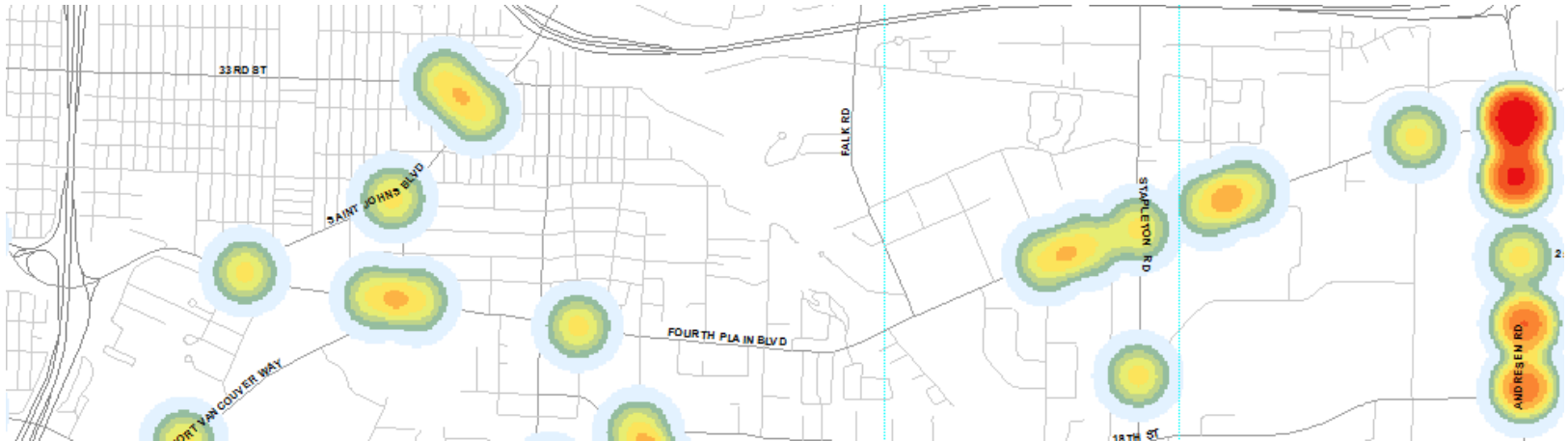
Pedestrian Safety Challenges

Pedestrian Collision Heat Map, 2012-2016



Bicycle Safety Challenges

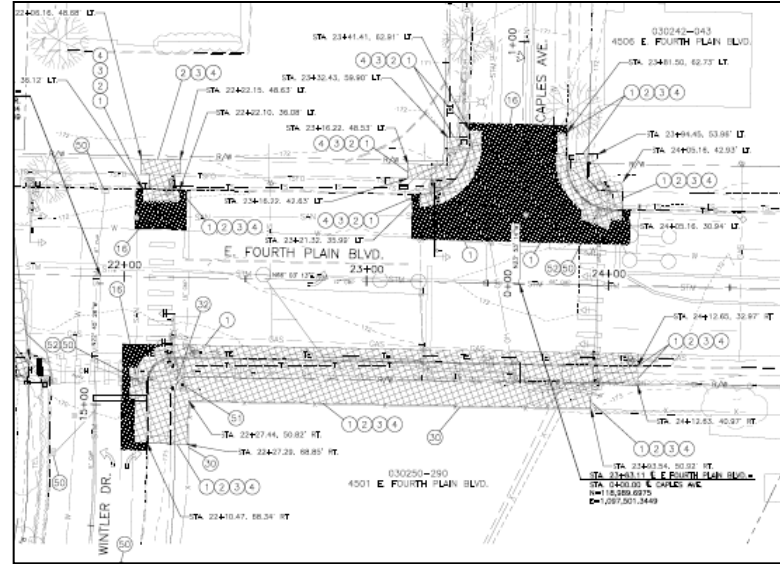
Bicycle Collision Heat Map, 2012-2016



Corridor Improvements



2017 Sidewalk Infill Project- Neals and Rossiter lanes



Grant funded pedestrian Improvements to intersection of Caples Ave./Wintler Drive and Fourth Plain

Next Steps

- Ongoing implementation of the Fourth Plain Forward
- Continue building partnerships and developing new resources
- Utilize street funding to leverage infrastructure grants
- June, 2018: Update on Transportation System Safety Analysis
- 6 months: Next Fourth Plain Forward update

Questions and Discussion

Teresa Brum, Teresa.Brum@cityofvancouver.us

Rebecca Kennedy, Rebecca.Kennedy@cityofvancouver.us

Jennifer Campos, Jennifer.Campos@cityofvancouver.us

www.cityofvancouver.us/fourthplainforward

www.facebook.com/FourthPlainForward/



STAFF REPORT NO. 028-18

TO: Mayor and City Council
FROM: Eric Holmes, City Manager

DATE: 3/19/2018



Subject: Approval of Eastpointe Phase 2 Subdivision Final Plat

Key Points:

- Eastpointe (formally Kia), a 142-lot subdivision for attached single-family residential dwellings, was approved by the City Land Use Hearing Examiner on June 10, 2009, subject to conditions of approval.
- A post decision review to reduce the size of the subdivision to a 106-lot, two-phase subdivision for detached single-family residential dwellings was approved by staff on August 25, 2016.
- Phase 2 consists of 59 lots
- The applicant has complied with the conditions of approval of the original decision and the post decision review and constructed the required street and utility improvements to City standards.

Objective: To obtain final plat approval for Phase 2 of Eastpointe Subdivision

Present Situation: The applicant is requesting final plat approval, having complied with all requirements and completed all required infrastructure improvements to city standards.

Advantage(s):

1. Approval will allow for additional home construction in an area contemplated for development by the City's Comprehensive Plan
2. Approval will expand the City's tax base

Disadvantage(s): Additional traffic will be generated; however, this was reviewed by City traffic engineers who determined as mitigated, adequate capacity exists. In addition the developer must pay traffic impact fees.

Budget Impact: No direct impacts to the City's budget

Prior Council Review: None

Action Requested: On March 12, 2018, approve the Eastpointe Phase 2 Subdivision final plat.

Attachment(s): Plat schematic



To request other formats, please contact:
City Manager's Office
(360) 487-8600 | WA Relay: 711
Amanda.Delapena@cityofvancouver.us

CITY OF VANCOUVER COMMUNITY AND
ECONOMIC DEVELOPMENT DEPARTMENT

APPROVED BY _____ DIRECTOR _____ DATE _____

DIRECTOR OF PUBLIC WORKS

APPROVED BY _____ DIRECTOR OF PUBLIC WORKS _____ DATE _____

VANCOUVER CITY COUNCIL

APPROVED BY _____ MAYOR _____ DATE _____

COUNTY ASSESSOR

THIS PLAT MEETS THE REQUIREMENTS OF R.C.W. NO.
58.17.170, LAWS OF WASHINGTON, 1981, TO BE KNOWN AS

EASTPOINTE PHASE 2
SUBDIVISION PLAT NO. _____ IN THE COUNTY OF
CLARK, STATE OF WASHINGTON

COUNTY ASSESSOR _____ DATE _____

AUDITOR'S CERTIFICATE

FILED FOR RECORD THIS _____ DAY OF _____, 2018

IN BOOK _____ OF PLATS AT PAGE _____ AT THE REQUEST OF _____

AUDITOR'S FILE NO.: _____

ATTESTED TO: _____ COUNTY AUDITOR

COUNTY HEALTH OFFICER

LOTS 7-56 & 83-91 ARE APPROVED, AN APPROVED PUBLIC WATER
SUPPLY AND SANITARY SEWER ARE NECESSARY.

COUNTY HEALTH OFFICER _____ DATE _____

UTILITY EASEMENT

THE EASEMENTS SHOWN AND CALLED OUT RELATED TO CITY OF VANCOUVER WATER, SEWER, SURFACE
WATER & TRANSPORTATION UTILITIES ARE GRANTED FOR THE FOLLOWING PURPOSES: CONSTRUCTING,
INSTALLING, RECONSTRUCTING, ENLARGING, EXTENDING, REPAIRING, OPERATING, AND MAINTAINING
OF ALL PIPE LINES AND APPURTENANCES, AND PROVIDING NEW SERVICE TO USERS OF SUCH SERVICE
AS AUTHORIZED AND PERMITTED BY THE CITY OF VANCOUVER. THE CITY OF VANCOUVER, GRANTEE
HEREIN, AND ITS AGENTS AND CONTRACTORS WILL HAVE THE RIGHT TO ENTER UPON THE PREMISES
FOR SUCH PURPOSES. THE GRANTEE(S), ITS EXECUTORS, AGENTS, ASSIGNS AND SUCCESSORS IN
INTEREST AGREE AND COVENANT TO OBTAIN WRITTEN CONSENT FROM THE CITY OF VANCOUVER PRIOR
TO ALLOWING THE CONSTRUCTION OF ANY IMPROVEMENTS, OR PRIOR TO PLANTING TREES OR OTHER
TYPES OF VEGETATION, UPON THE PERMANENT EASEMENT AREA DESCRIBED AND SHOWN HEREIN.

AN EASEMENT IS HEREBY RESERVED UNDER AND UPON THE EXTERIOR SIX (6) FEET FEET AT
THE FRONT BOUNDARY LINES OF ALL LOTS AND TRACTS FOR THE PURPOSE OF INSTALLING,
CONSTRUCTING, RENEWING, OPERATING AND MAINTAINING OF WATER AND OTHER UTILITIES AS NOTED.

ALL LOTS CONTAINING PAD MOUNT TRANSFORMERS ARE SUBJECT TO THE MINIMUM CLEARANCES AS
DEFINED BY CLARK PUBLIC UTILITIES CONSTRUCTION STANDARDS. ALL PROPOSED BUILDING DESIGNS ON
THESE LOTS MUST PROVIDE ADEQUATE CLEARANCE FOR ALL COMBUSTIBLE MATERIALS.

ALSO, A SIDEWALK EASEMENT, AS NECESSARY TO COMPLY WITH ADA SLOPE REQUIREMENTS, UPON THE
EXTERIOR SIX (6) FEET ALONG THE FRONT BOUNDARY LINES OF ALL LOTS ADJACENT TO THE PUBLIC
STREETS. MAINTENANCE OF THE SIDEWALK AND PLANTER STRIP (AS APPLICABLE) IS THE RESPONSIBILITY
OF THE ADJUTING PROPERTY OWNER PURSUANT TO VMC 11.30.

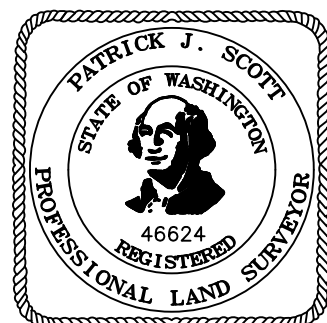
CITY OF VANCOUVER REQUIRED NOTES

- IF ANY CULTURAL RESOURCES ARE DISCOVERED IN THE COURSE OF UNDERTAKING
THE DEVELOPMENT ACTIVITY, NOTIFY THE DEPARTMENT OF ARCHAEOLOGY AND HISTORIC PRESERVATION IN OLYMPIA AND
CITY OF VANCOUVER DEVELOPMENT REVIEW SERVICES. FAILURE TO COMPLY WITH THESE STATE REQUIREMENTS MAY
CONSTITUTE A CLASS C FELONY, SUBJECT TO IMPRISONMENT AND/OR FINES.
- DEVELOPMENT WITHIN THIS SUBDIVISION IS SUBJECT TO AN APPROVED TREE PLAN. TREE REMOVAL IS SUBJECT TO
APPROVAL BY THE CITY OF VANCOUVER. STREET TREES MUST BE PLANTED PRIOR TO OCCUPANCY PER THE APPROVED
PLAN.
- PURSUANT TO CHAPTER 20.915 OF THE VMC, THE PARK, TRAFFIC AND SCHOOL IMPACT FEES FOR A SINGLE-FAMILY
RESIDENCE IN THIS PLAT SHALL BE PAID. FEES SHALL BE CALCULATED AT THE CURRENT RATE FOR EVERGREEN SCHOOL
DISTRICT, PARK DISTRICT C, AND PACIFIC TRANSPORTATION SUBAREA. THESE FEES DO NOT CONSTITUTE LIENS AGAINST
THE LOTS IN THIS SUBDIVISION, BUT ARE COLLECTED AS A CONDITION OF INITIAL BUILDING PERMIT ISSUANCE. BECAUSE
A SINGLE-FAMILY RESIDENCE EXISTED ON THE PARENT PARCEL PRIOR TO THIS SUBDIVISION, ONE LOT SHALL BE
CREDITED FOR THE TRAFFIC IMPACT FEE.
- FIRE LANE MARKINGS ARE REQUIRED AS INDICATED ON THE APPROVED CIVIL ENGINEERING PLANS.
- ALL STRUCTURES BUILT IN THE FLOOD PLAIN SHALL BE CONSTRUCTED SO THAT THE LOWEST FLOOR ELEVATION IS AT
LEAST 1 FOOT ABOVE THE 100-YEAR-FLOOD. A FLOOD PLAIN CERTIFICATE SHALL BE REQUIRED FOR EACH OF THESE
DWELLINGS PRIOR TO ISSUANCE OF AN OCCUPANCY PERMIT.
- THIS PLAT IS SUBJECT TO THE DEVELOPMENT STANDARDS OF THE NARROW LOT ORDINANCE VMC 20.927.
- NO VEHICLE ACCESS IS ALLOWED FROM INDIVIDUAL LOTS ON NE 59TH STREET.

LAND SURVEYOR'S CERTIFICATION

ON THE BASIS OF MY KNOWLEDGE, INFORMATION AND
BELIEF, I CERTIFY TO THE CITY OF VANCOUVER THAT AS
A RESULT OF A SURVEY MADE ON THE GROUND TO THE
NORMAL STANDARD OF CARE OF PROFESSIONAL LAND
SURVEYORS PRACTICING IN CLARK COUNTY, I FIND THAT
THIS PLAT, AS SHOWN, IS A TRUE RETURN FROM THE FIELD
AND THAT THE DELINEATION IS CORRECT.

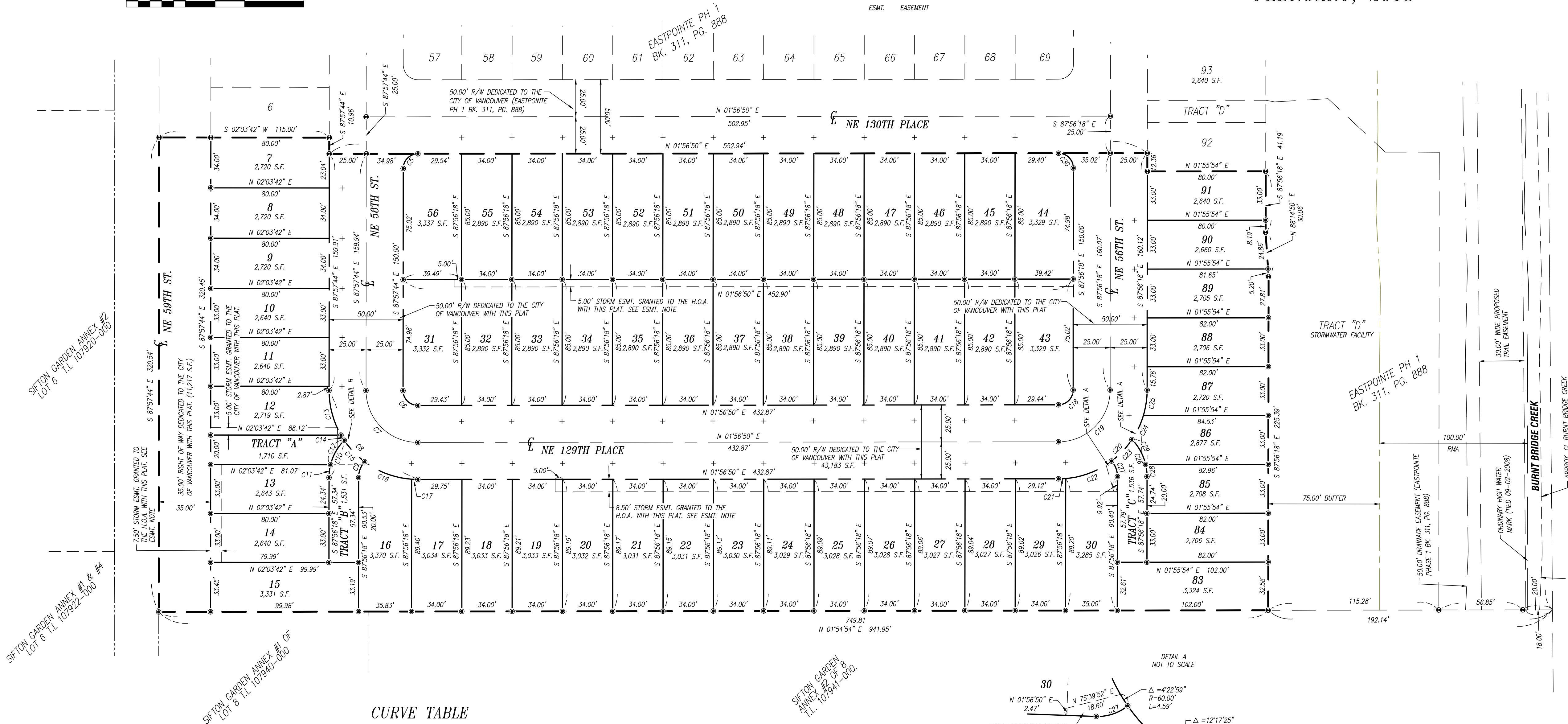
PATRICK J. SCOTT - PROFESSIONAL LAND SURVEYOR NO. 46624 DATE _____



BASIS OF BEARINGS

BEARINGS ARE BASED ON SURVEY BY OLSON ENGINEERING, INC.
FOR ASGHAR SADRI, R.O.S. BK. 40, PG. 7 REC. JULY, 1996
HOLDING A BEARING OF N 53°47'51" W BETWEEN MONUMENTS AT
THE SE CORNER OF THE CALDER D.L.C. AND THE NE CORNER OF
SIFTON GARDEN ANNEX.

SCALE 1" = 40'



CURVE TABLE

CURVE	DELTA	ANGLE	RADIUS	ARC	LENGTH
C5	89°54'39"	10.00'	15.69'		
C6	90°05'28"	10.00'	15.72'		
C7	90°05'25"	35.00'	55.03'		
C8	90°05'25"	60.00'	94.34'		
C9	41°59'26"	16.00'	11.73'		
C10	44°25'14"	36.00'	27.89'		
C11	13°54'56"	36.00'	8.74'		
C12	30°28'18"	36.00'	19.15'		
C13	30°08'51"	60.00'	31.57'		
C14	2°58'12"	60.00'	6.11'		
C15	19°12'45"	60.00'	20.12'		
C16	32°45'01"	60.00'	34.30'		
C17	4°03'36"	60.00'	4.29'		
C18	89°53'08"	10.00'	15.69'		
C19	89°53'08"	35.00'	54.91'		
C20	89°53'08"	60.00'	94.13'		
C21	4°39'57"	60.00'	6.89'		
C22	32°08'38"	60.00'	33.66'		
C23	19°13'34"	60.00'	20.13'		
C24	17°09'43"	60.00'	17.95'		
C25	16°42'17"	60.00'	17.49'		
C26	44°09'06"	36.00'	27.74'		
C27	41°09'49"	16.00'	11.50'		
C28	1°15'15"	36.00'	6.33'		
C29	30°53'47"	36.00'	19.41'		
C30	90°06'52"	10.00'	15.73'		

TRACT NOTES

TRACT A IS TO BE OWNED AND MAINTAINED BY THE H.O.A. WITH
THE RECORDING OF THIS PLAT.
IT IS A 20.00' WIDE PUBLIC ACCESS AND PUBLIC WATER AND
STORM EASEMENT GRANTED TO THE CITY OF VANCOUVER WITH
THIS PLAT. IT IS ALSO A PRIVATE UTILITY EASEMENT. (1,710 S.F.)

TRACT B IS TO BE OWNED AND MAINTAINED BY THE H.O.A. WITH
THE RECORDING OF THIS PLAT.
IT IS ALSO A 20.00' PUBLIC WATER, SEWER AND STORM
EASEMENT GRANTED TO THE CITY OF VANCOUVER AND ALSO A
PRIVATE ACCESS AND PRIVATE UTILITY EASEMENT FOR LOTS 13-15
WITH THE RECORDING OF THIS PLAT. (1,151 S.F.)

TRACT C IS TO BE OWNED AND MAINTAINED BY THE H.O.A. WITH
THE RECORDING OF THIS PLAT.
IT IS ALSO A 20.00' PUBLIC SEWER AND AND PUBLIC STORM
EASEMENT GRANTED TO THE CITY OF VANCOUVER AND ALSO A
PRIVATE ACCESS AND PRIVATE UTILITY EASEMENT FOR LOTS 83-86
WITH THIS PLAT. (1,536 S.F.)

ZONING NOTE

HIGHER DENSITY RESIDENTIAL (R-18)

EASEMENT NOTE

IT IS ALSO A STORM ACCESS AND INSPECTION
EASEMENT GRANTED TO THE CITY OF VANCOUVER
WITH THIS PLAT.

EASTPOINTE
PHASE 2

(APPROVED AS KIA SUBDIVISION)

LEGEND

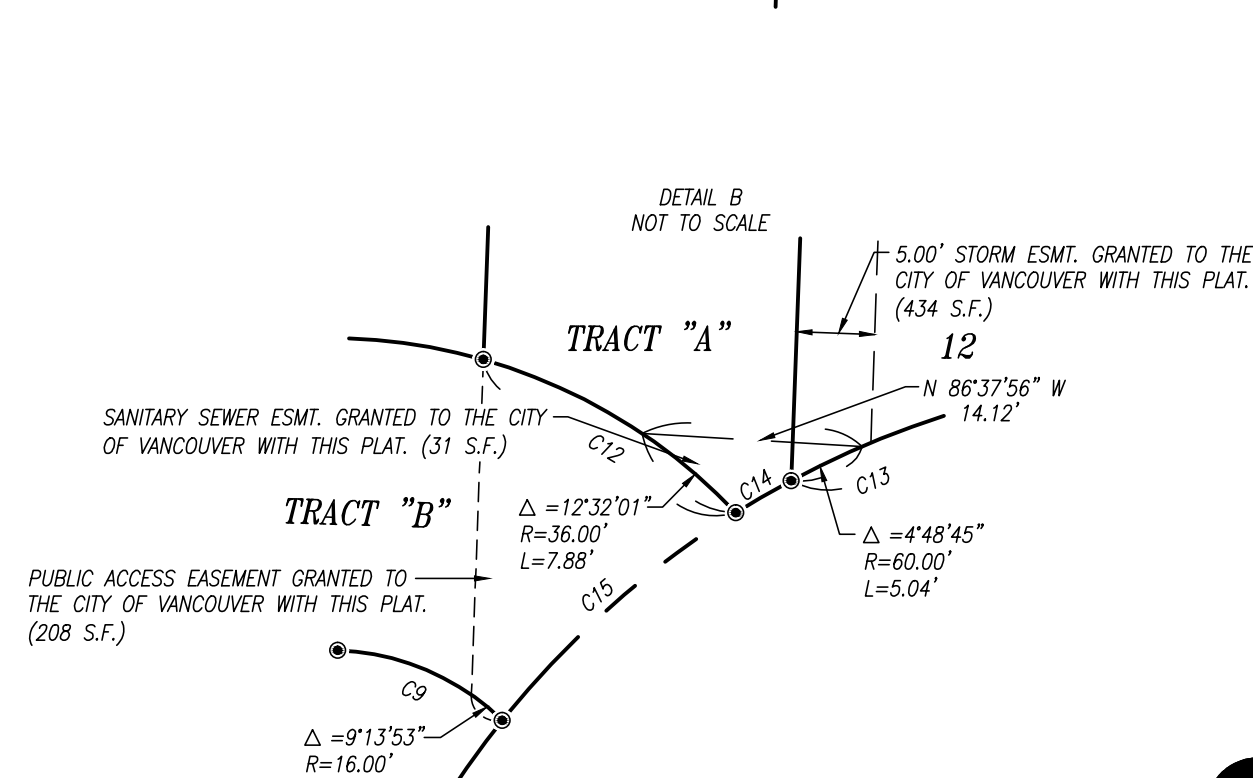
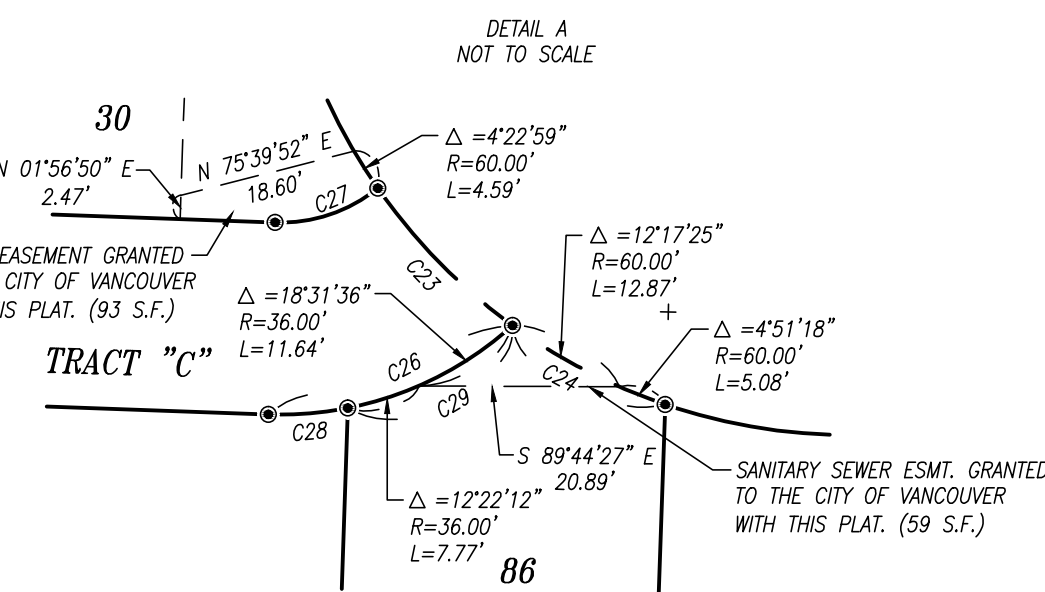
- SET 1/2" X 24" REBAR W/YELLOW PLASTIC CAP
(OLSON ENG PLS 46624) DURING THIS SURVEY
- BRASS SCREW WITH WASHER (OLSON ENG PLS 46624)
SET ON CURB AT A PROJECTION OF THE LOT LINE.
SEE CURB SCREW TABLE FOR DISTANCE FROM FRONT LOT CORNER.
- SET 1/2" REBAR W/YELLOW PLASTIC CAP (OLSON ENG PLS 46624)
DURING PREVIOUS SURVEY OF EASTPOINT PH 1 (BK. 311, PG. 888)
- RMA RIPARIAN MANAGEMENT AREA
- R/W RIGHT OF WAY
- S.F. SQUARE FOOT
- CL CENTERLINE
- H.O.A. HOMEOWNER'S ASSOCIATION
- ESMT. EASEMENT

A SUBDIVISION IN A PORTION OF
THE SE 1/4 SE 1/4 OF SEC. 10 &
NE 1/4 NE 1/4 OF SEC. 15,
T2N, R2E, W.M.,
CITY OF VANCOUVER
CLARK COUNTY, WASHINGTON
FEBRUARY, 2018

COVENANT RUNNING WITH THE LAND
STORMWATER ACCESS AND INSPECTION EASEMENT

GRANTOR, ON BEHALF OF ITS HEIRS, ASSIGNS, AND SUCCESSORS IN INTEREST INTO WHOSE
OWNERSHIP THIS PROPERTY MAY PASS, COVENANT AND AGREE THAT THE CITY OF VANCOUVER WILL
HAVE ACCESS TO THE STORM WATER TREATMENT AND CONTROL FACILITIES ("FACILITIES") SHOWN
AND CALLED OUT. GRANTOR, ON BEHALF OF ITS HEIRS, ASSIGNS, AND SUCCESSORS IN INTEREST
INTO WHOSE OWNERSHIP THIS PROPERTY MAY PASS, COVENANT AND AGREE TO THE CITY OF
VANCOUVER AS FOLLOWS:

- IT IS THE PURPOSE OF THIS COVENANT TO ENSURE THAT THE CITY IS ALLOWED ACCESS TO
THE STORM WATER TREATMENT AND CONTROL FACILITIES AS SHOWN. THE PURPOSE OF CITY
ACCESS IS FOR THE INSPECTION OF FACILITIES FOR COMPLIANCE WITH VMC 14.25, STORM
WATER CONTROL ORDINANCE AND ITS SUCCESSORS. A SECONDARY PURPOSE IS FOR
EMERGENCY MAINTENANCE TO PREVENT FLOODING OR POLLUTION OF OTHER PROPERTIES.
- IF THE PARTIES RESPONSIBLE FOR LONG-TERM MAINTENANCE FAIL TO MAINTAIN THEIR
FACILITIES TO ACCEPTABLE STANDARDS, THE CITY SHALL ISSUE A WRITTEN NOTICE SPECIFYING
REQUIRED ACTIONS TO BE TAKEN IN ORDER TO BRING THE FACILITIES INTO COMPLIANCE. IF
THESE ACTIONS ARE NOT PERFORMED IN A TIMELY MANNER, THE CITY MAY PERFORM THIS
MAINTENANCE AND BILL THE PARTIES RESPONSIBLE FOR THE MAINTENANCE IN ACCORDANCE
WITH VMC 14.25.230.
- NOTHING IN THIS COVENANT SHALL BE CONSTRUED TO PROVIDE FOR PUBLIC USE OF OR
ENTRY INTO THE STORM WATER QUANTITY AND QUALITY FACILITIES AREA AS SHOWN.
HOWEVER, REPRESENTATIVES AND AGENTS OF THE CITY ARE HEREBY AUTHORIZED TO MAKE
REASONABLE ENTRY UPON SUCH LAND FOR PURPOSES RELATED TO ADMINISTERING THIS
COVENANT.
- THE PROVISION OF THIS COVENANT IS ENFORCEABLE IN LAW OR EQUITY BY THE CITY OF
VANCOUVER AND ITS SUCCESSORS.
- THIS COVENANT AND ALL OF ITS PROVISIONS SHALL BE BINDING UPON THE OWNERS AND
ANY AND ALL OF THEIR HEIRS, ASSIGNS AND SUCCESSORS IN INTEREST INTO WHOSE
OWNERSHIP FACILITIES MAY PASS, AND ANY OBLIGATIONS MADE HEREIN BY OWNERS, SHALL
BE ENFORCEABLE AGAINST ALL OF THEIR HEIRS, ASSIGNS AND SUCCESSORS IN INTEREST
INTO WHOSE OWNERSHIP THE FACILITIES MAY PASS. IT IS SPECIFICALLY AGREED AND
COVENANTED THAT THIS AGREEMENT TOUCHES AND CONCERNS THE LAND AND IS A
COVENANT RUNNING WITH THE LAND.



PARCEL NOTE

PLAT PARENT PARCEL # 107950-000

BOUNDARY NOTE

FOR THE BOUNDARY SOLUTION SEE SURVEY BY OLSON ENGR. INC. FOR
ASGHAR SADRI, BK. 40, PG. 7, REC. JULY, 1996.

SURVEY REFERENCES

RECORD OF SURVEY BY OLSON ENGR. INC. FOR
ASGHAR SADRI, BK. 40, PG. 7, REC. JULY, 1996.

RECORD OF SURVEY BY OLSON ENGR. INC. FOR PACHL,
BK. 13, PG. 157, REC. JULY, 1981.

DEED REFERENCE

GRANTOR: ASGHAR R. SADRI
GRANTEE: EASTPOINTE, LLC
A.F. #: 5350673 D
DATE: 11/03/2016

PROCEDURE

FIELD TRAVERSES WERE PERFORMED WITH A TRIMBLE S6 (1")
AND ADJUSTED BY COMPASS RULE. THE FIELD TRAVERSES
MET THE MINIMUM STANDARDS FOR SURVEYS AS DESIGNATED
IN WAC 332-130-090.

STAFF REPORT NO. 029-18

TO: Mayor and City Council
FROM: Eric Holmes, City Manager



DATE: 3/19/2018

Subject: Bid Award for E3A-1 Sewer Rehabilitation - CIPP, per Bid # 18-2.

Key Points:

- The project will install approximately 2,374 linear feet of 8-inch and 3,058 linear feet of 10-inch Cured-In-Place Pipe (CIPP).
- The City received 3 bids for the project. One bid was withdrawn.
- Staff proposes awarding a contract to the lowest, responsive bidder, Michels Corporation of Salem, OR, at the bid price of \$526,741.62.

Objective: Rehabilitate existing infrastructure . This action supports implementation of Goal 1, Objective 1.2 of the City's Strategic Plan: *Ensure our infrastructure, including buildings and utilities, is safe, environmentally responsible and well maintained.*

Present Situation: This project will rehabilitate approximately 2,374 linear feet of existing sanitary sewer main and approximately 3,058 linear feet of existing 10-inch sanitary sewer main using the trenchless process of Cure-In-Place-Pipe (CIPP).

On February 20, 2018, the City received 3 bids for the subject project. The bids ranged between \$238,380.00 and \$535,000. After the bids were opened, the low bidder realized that there was a fatal error in their bid and requested to withdraw it. The City reviewed the request and determined that withdrawing the bid would be in the best interest of the City and the contractor. The bids are as follows:

SUMMARY OF BIDS	
BIDDER	AMOUNT
Michels Corportation, Salem, OR	\$526,741.62
Iron Horse, LLC, Farview, OR	\$534,829.34
Insituform Technologies, LLC, Chesterfield, MO	withdrawn
Engineers' Estimate	\$530,000

There is a minimum apprenticeship goal of 3% of the utilized labor hours for this project. Michels anticipates having approximately 1,000 onsite manhours for the project. To meet the apprenticeship goal Michels will supplement its onsite installation crew with one (1) apprenticeship laborer. It is anticipated that this will provide well over the minimum 3% goal.

Advantage(s):

1. Provide reliable sanitary sewer service to residents.
2. Subsequent decommissioning of septic systems will protect the communities water supply.

Disadvantage(s): None

Budget Impact: Funds for the sanitary sewer improvements were appropriated in the Sewer Construction Fund, Capital Improvement Program 2017-2018 Budget.

Prior Council Review: Funding previously reviewed by Council as part of the 2017-2018 Sewer Construction Fund Capital Budget.

Action Requested: On March 12, 2018, award a contract for the E3A-1 Sewer Rehabilitation - CIPP project to the lowest responsive and responsible bidder and authorize the City Manager or his designee to sign a contract with Michels Corporation of Salem, Oregon, at their bid price of \$526,741.62, which includes Washington State sales tax.

Attachments:

- Contract
- Project boundary map



To request other formats, please contact:
City Manager's Office
(360) 487-8600 | WA Relay: 711
Amanda.Delapena@cityofvancouver.us

CITY OF VANCOUVER

CONTRACT # _____

BID #18-2: E3A-1 SEWER REHABILITATION – CIPP

THIS CONTRACT is entered into by and between Michels Corporation, 1715 16th St SG, Salem OR 97302 hereinafter referred to as the Contractor, and the City of Vancouver, a municipal corporation of the State of Washington, hereinafter referred to as the Owner.

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

The contractor shall furnish and install approximately 2374 linear feet of 8-inch and 3058 linear feet of 10-inch Cured-In-Place Pipe (CIPP) to rehabilitate existing sanitary sewer mains. The CIPP is to be designed for fully deteriorated gravity flow conditions. The work consists of furnishing all labor, equipment, materials, and incidentals required to rehabilitate the existing sewer mains with CIPP such as; customer notification, bypass pumping, cleaning, root removal, initial Closed Circuit Television (CCTV) inspection and assessment, CIPP installation, reinstatement of active laterals, testing, and final CCTV inspection.

Work will also consist of epoxy lining of manholes for corrosion prevention. The work includes 5 sanitary sewer manholes (MH) located in conjunction with the proposed CIPP lining.

If necessary, Contractors may have up to 120 calendar days after the Notice to Proceed (NTP) to begin construction so that they may coordinate with other municipalities on similar projects.

Once construction has begun, the contract work shall be fully complete within 40 working days.

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

2. **E-Verify Program:** Contractor shall register and enter into a Memorandum of Understanding (MOU) with the Department of Homeland Security E-Verify program

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

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

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

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

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

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

Five Hundred Twenty Six Thousand Seven Humndred Forty One Dollars and 62/100
(Dollar Amount in Written Text)

\$526,741.62

(Dollar Amount in Numbers)

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

5. **Contractor's Insurance:** The Contractor agrees to procure insurance coverage as required by Section 1-07.18 of the Special Provisions.
6. **Contractor's Bond:** The Contractor agrees that before it undertakes performance of this Contract, it will file with the City of Vancouver a Contract Performance Bond and Payment Bond, in the forms prescribed by the City of Vancouver, in the full amount of the Contract price executed by itself as principal and by a surety company authorized to do business in the State of Washington as surety. The bonds shall comply with the laws of the State of Washington, and especially with the provisions of Chapter 39.08 RCW.
7. **Employment of Labor:** The Contractor agrees that all persons employed by Contractor and by any of its subcontractors and any of their lower tier contractors in work performed pursuant to this Contract shall not be employed in excess of eight (8) hours in any one day, except as provided or allowed by law.
8. **Payment of Labor:** The Contractor agrees that all laborers, workers, or mechanics employed by it or by any subcontractor in the performance of this Contract will be paid not less than the prevailing rate of wage for an hours work, in accordance with the provisions of the Chapter 39.12 RCW, and all rules and regulations promulgated pursuant thereto. The State of Washington prevailing wage rates applicable for this public works project, which is located in Clark County, may be found at the following website address of the Department of Labor and Industries: <https://fortress.wa.gov/lni/wagelookup/prvWagelookup.aspx>. Based on the Bid submittal deadline for this project, the applicable effective date for prevailing wages for this project is **FEBRUARY 20, 2018**.

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

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

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

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

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

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

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

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

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

11. **Ownership of Records and Documents – Public Disclosure:** All materials, writings and products produced by the Contractor in the course of performing this Contract shall immediately become the property of the City. In consideration of the compensation provided for by this Contract, the Contractor hereby further assigns all copyright interests in such materials, writings and products to the City. A copy may be retained by the Contractor. In the event the City receives a public record request for such materials, writings of products the City may, in its discretion, notify the Contractor of such request and withholds disclosure of such information for not less than five (5) business days to permit the Contractor to seek judicial protection of such information, provided that the Contractor shall be responsible for attorney fees and costs in such action and shall save and hold harmless the City from any costs, attorney fees, or penalty assessment under Chapter 42.56 RCW.
12. **Amendments:** All changes to this Agreement, including changes to the statement of work and compensation, must be made by written amendment and signed by all parties to this Agreement.
13. **Jurisdiction/Venue:** In the event that any litigation should arise concerning the construction or interpretation of any of the terms of this Agreement, the venue of such action of litigation shall be in the Superior Court of the State of Washington in and for the County of Clark. This Agreement shall be governed by the law of the State of Washington.
14. **Assignment:** This Contract is binding on each party, its successors, assigns, and legal representatives and may not, under any circumstances, be assigned or transferred by either party without express written authorization.

15. **Termination for Convenience:** The City, at its sole discretion, may terminate this Contract for convenience at any time for any reason deemed appropriate. Termination is effective immediately upon notice of termination given by the City.
16. **Bid Documents & Contract:** The complete Contract includes these parts: this Contract, the terms of Invitation to Bid 17-18 and any addenda thereto, the Contractor's complete Proposal Form, the Special Provisions and Plans are all incorporated herein and made a part of this Contract by this reference. These parts complement each other in describing a complete Work. Any requirement in one part binds as if stated in all parts.
17. **Order of Precedence:** Any inconsistency in the parts of the contract shall be resolved by following this order of precedence (e.g., 1 presiding over 2, 2 over 3, 3 over 4, and so forth):
1. This Agreement and any Addenda thereto,
 2. The Invitation to Bid and any Addenda thereto,
 3. Proposal Form,
 4. Special Provisions,
 5. Project Plans and drawings,
 6. Amendments to the Standard Specifications.
18. **Notices:** Whenever in this written Contract written notices are to be given or made, they may be sent by certified mail to the following people at the addresses as shown herein unless a different address is designated in writing or delivered to the respective party hereto:
- | | | | |
|--------|------------------------------|-------------|-----------------------------|
| Owner: | Kevin Yin | Contractor: | Scott Odell |
| | Procurement Services Manager | | Western Regional Manager |
| | City of Vancouver | | Michels Corporation |
| | 415 W 6 th St. | | 1715 16 th St SE |
| | P O Box 1995 | | Salem OR 97302 |
| | Vancouver WA 98668-1995 | | |

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

SIGNATURES ON NEXT PAGE

CITY OF VANCOUVER
A municipal corporation

CONTRACTOR:
Michels Corporation

Eric Holmes, City Manager

Signature:

DATE

By: Printed Name / Title

Attest:

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

Approved as to form:

E. Bronson Potter, City Attorney

LABOR AND MATERIALS PAYMENT BOND

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

KNOW ALL MEN BY THESE PRESENTS:

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

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

BID #18-2: E3A-1 SEWER REHABILITATION - CIPP

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

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

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

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

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

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

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

SURETY

CONTRACTOR

By:_____

By*:_____

Title:_____

Title:_____

Street Address

Street Address

City, State ZIP

City, State ZIP

Phone Number

Phone Number

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

PERFORMANCE BOND

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

KNOW BY ALL MEN BY THESE PRESENTS:

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

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

BID #18-2: E3A-1 SEWER REHABILITATION - CIPP

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

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

BID #18-2: E3A-1 SEWER REHABILITATION - CIPP

Performance Bond

C-10

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

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

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

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

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

SURETY

By:_____

Title:_____

Street Address

City State ZIP

Phone Number

CONTRACTOR

By*:_____

Title:_____

Street Address

City State ZIP

Phone Number

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

PREVAILING MINIMUM HOURLY WAGE RATES

The State of Washington prevailing wage rates applicable for this public works project, which is located in Clark County, may be found at the following website address of the Department of Labor and Industries: <https://fortress.wa.gov/lni/wagelookup/prvWagelookup.aspx>
Based on the Bid submittal deadline for this project, the applicable effective date for prevailing wages for this project is **FEBRUARY 20, 2018**.

A copy of the applicable prevailing wage rates will also be available for viewing at the office of the Owner, located at 415 W 6th St Street, Vancouver WA 98660. Upon request, the Owner will mail a hard copy of the applicable prevailing wages for this project. To request a copy of the applicable prevailing wage rates please call (360) 487-8430 or email procurement.services@cityofvancouver.us.

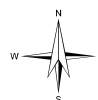


E3A-1 Sewer Rehabilitation

Project Number: 083709

Legend

- - - - - Project Boundary
- ▶— Existing Sewer



1 inch = 400 feet

STAFF REPORT NO. 030-18

TO: Mayor and City Council
FROM: Eric Holmes, City Manager

DATE: 3/19/2018



Subject: Approve contract for 2017 Affordable Housing Fund Homelessness Prevention award.

Key Points:

- City Council approved the 2017 Allocation Plan for the Affordable Housing Fund on October 2, 2017.
- The 2017 Allocation Plan makes \$1.21 million available for homelessness prevention rental assistance and services.
- The review committee prioritized the Council for the Homeless Consortium and Vancouver Housing Authority projects.
- There is a potential to impact the 2018 allocation plan.

Objective: To approve the contract for 2017 Affordable Housing Fund homelessness prevention rental assistance and services with the Vancouver Housing Authority for \$250,000. This action supports implementation of Goal 3, Objective 3.2 of the City's Strategic Plan: *Improve services available to underserved or vulnerable residents.*

Present Situation: Vancouver residents approved a housing levy in November 2016. The 2017 Allocation Plan for Affordable Housing Funding makes \$1.21 million available for homeless prevention rental assistance and services. These funds may be used for security deposits, rental assistance, utilities in conjunction with rental assistance, and services to increase self-sufficiency. A Request for Proposals was issued in October 2017. The City received 8 applications totaling \$2,424,945. The top two applications were recommended for funding by the review committee.

- The Vancouver Housing Authority project will provide assistance to families referred from the Vancouver or Evergreen School District and Medicaid Health Home Program who are on the waiting list for Section 8 vouchers. Households may receive up to 12 months of assistance. After assistance ends, if available, families will be moved to the voucher program. Existing VHA resident services will be available to program participants. The 2017 funding will serve an estimated 33 households.
- The Council for the Homeless Consortium project will provide assistance ranging from one-time move-in costs to ongoing housing subsidy up to 12 months. The Consortium consists of Council for the Homeless, Share, St. Vincent de Paul, Janus Youth, Impact NW, Volunteer Lawyers Network, Clark College, and Columbia River Mental Health Services. The latter three organizations will not provide housing assistance but will be engaged in outreach/referrals, and the Volunteer Lawyers network will also work with participants to reduce barriers to housing. The funding will expand on the existing programs of each of the agencies. The main access point will be through the Housing Solutions Center. The 2017 funding will serve an estimated 190 households. The

application was for \$1.21 million. The committee is recommending funding for this project be split between 2017 and 2018, with \$960,000 awarded from the 2017 AHF Allocation Plan, and the remaining \$250,000 to be included in the 2018 AHF Allocation Plan, subject to the project's success. The contract is being negotiated and will be brought forward for Council consideration at a later date.

Advantage(s): Provide funding to serve an estimated 33 households with rental assistance and services. An additional contract will be brought forward later.

Disadvantage(s): None.

Budget Impact: Sufficient budget for the Affordable Housing Fund programs has been included in the 2017-2018 Biennial budget. No additional appropriation will be necessary.

Prior Council Review:

1. Memo on Affordable Housing Fund dated January 25, 2018.
2. Workshop on Affordable Housing Fund on Monday, February 26, 2018.

Action Requested: Authorize the City Manager or designee to execute the 2017 Affordable Housing Fund Homelessness Prevention contract awarded to the Vancouver Housing Authority.

Attachment(s):

- Vancouver Housing Authority contract
- 2017 Allocation Plan



To request other formats, please contact:
City Manager's Office
(360) 487-8600 | WA Relay: 711
Amanda.Delapena@cityofvancouver.us

**AGREEMENT**

BETWEEN

CITY OF VANCOUVER

Affordable Housing Fund

PO Box 1995 • Vancouver • Washington • 98668-1995

(360) 487-7952 • www.cityofvancouver.us/cdbg

AND

VANCOUVER HOUSING AUTHORITY

2500 Main Street • Vancouver • Washington • 98660

Program/Services Funded:	VANCOUVER HOUSING AUTHORITY / Rental Assistance
Funding Source:	Vancouver Affordable Housing Fund
Agreement Period:	April 1, 2018 – March 31, 2019
Agreement Number:	2017-AHF-221301
Agreement Amount:	\$250,000
Agency Contact:	Roy Johnson • (360)993-9500 • rjohnson@vhausa.org
City Contact:	Peggy Sheehan • (360)487-7952 • peggy.sheehan@cityofvancouver.us

This agreement consists of the following:

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

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

CITY OF VANCOUVER:

VANCOUVER HOUSING AUTHORITY:

Eric Holmes, City Manager

Roy Johnson, Executive Director

Date:

Date:

ATTEST:

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

Peggy Sheehan, CDBG/HOME Program
Manager

APPROVED AS TO FORM:

Bronson Potter, City Attorney

STATEMENT OF WORK

PROJECT DESCRIPTION

VANCOUVER HOUSING AUTHORITY (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.

The intent of this Agreement is to provide an Affordable Housing Fund grant of \$250,000 to the AGENCY for the Rental Assistance project. The project will provide assistance rental assistance up to one year. Families will be pulled from the Section 8 waiting list and will include households referred by the schools and the Medicaid Health Home Program. The VHA will coordinate services and will alter their Section 8 Administrative Plan to allow the tenants to apply for a preference in the Section 8 Program to retain rental subsidy as long as they continue to be eligible. .

Affordable Housing Funds will be spent on rental assistance. The 2017 funding will assist an estimated 33 households earning up to 50% of area median income (AMI) in units located within Vancouver city limits. The AGENCY Move To Work (MTW) policies will take precedence over the criteria for program administration as provided in the Affordable Housing Fund Request for Proposals.

PROJECT BUDGET

1. The CITY will provide the AGENCY with funds in an amount not to exceed \$250,000 for purposes of completing the project described herein. The use of these funds shall be expressly limited to the activities described in this Agreement.
2. Any reduction in the total budget authority will be done after consultation with the AGENCY and will require a modification of this Agreement. 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 payments to the AGENCY will be on a cost reimbursement basis. In most cases, the CITY will make payment to AGENCY *as soon as practicable* but not more than thirty (30) days after the AGENCY submits a Request for Reimbursement, unless other acceptable payment arrangements are agreed to by CITY and AGENCY. Request for Reimbursement 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 Reimbursement 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.

REPORTING

Beneficiary reporting shall be submitted with each request for reimbursement to the City of Vancouver Community and Economic Development Department, Attention: Peggy Sheehan using the Excel reporting form provided by the CITY.

TERM OF AGREEMENT

1. This Agreement is in effect for the period from April 1, 2018 through March 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.

PUBLIC NOTIFICATION

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

DOCUMENTS INCORPORATED BY REFERENCE

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

1. AGENCY's application for 2017 Affordable Housing Funds.
2. Current version of Affordable Housing Fund income limits (50% of Area Median Income provided by HUD)

NOTICE TO PROCEED

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

SUBCONTRACTS

CITY shall review and approve any subcontracts under this Agreement.

PROJECT COMPLETION

Project completion means that:

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

ELIGIBILITY AND PROGRAM REQUIREMENTS

HOUSEHOLD QUALIFICATION

1. **Income Limit:** Eligible households must earn no more than 50% of the area median income (“AMI”). Income limits are provided annually by the Department of Housing and Urban Development (“HUD”) and adjusted for household size. Current HUD income limits are available at www.cityofvancouver.us/affordablehousingfund.
2. **Income Determination:** The income of each household must be determined initially and every 90 days in accordance with the City of Vancouver Affordable Housing Fund Policies and Procedures. AGENCY is responsible for determining household income in accordance with the following:
 - a. Tenants must disclose all household income sources.
 - b. Adequate documentation must exist on file to support the income amounts disclosed.
 - c. At a minimum, household income must be recalculated on an annual basis.
 - d. If a tenant is over the maximum income upon re-review, housing assistance through the Affordable Housing Fund cannot be paid.

RENTAL UNIT QUALIFICATION

1. **Location:** Units assisted with Affordable Housing Funds must be located within Vancouver city limits. AGENCY is responsible for verifying the jurisdiction of each address using Clark County MapsOnline at <http://gis.clark.wa.gov/mapsonline/>.
2. **Maximum Rent (Including Utilities):**
 - a. The rent limit standard is 100% of HUD Fair Market Rent. The rent limit is the maximum amount of rent, including landlord and tenant-paid utilities, which can be charged for an Affordable Housing Fund-assisted unit.
 - b. CITY will issue the HUD Fair Market Rent limits annually. The information is available at www.cityofvancouver.us/affordablehousingfund.

RENT ASSISTANCE

1. **Payments:** AGENCY will make Affordable Housing Fund rent assistance payments directly to the property owner/landlord. At no time shall Affordable Housing Funds be paid directly to the tenant.
2. **Tenant Portion of Rent:** AGENCY will develop a procedure to determine the amount of income households must pay toward rent. Procedure must be presented to CITY staff for review.
3. **Prohibition of Double-Subsidy:** Tenants may not receive Affordable Housing Funds alongside another rental subsidy (such as Section 8) for the same unit in the same month.

MOVE-IN COSTS

1. **Rental/Security Deposits:** Affordable Housing Funds may be used to pay for a security/rental deposit in the amount of up to two times the monthly rent. Payments shall be made directly to the property owner/landlord. All refunded deposits must be returned to the AGENCY. At no time shall Affordable Housing Funds be paid directly to the tenant.
2. **Other Move-In Fees:** Other move-in fees or deposits (e.g. pets, parking) will not be covered by the Affordable Housing Fund.

INSPECTIONS

The City of Vancouver is committed to performing a housing quality inspection on each unit assisted with Affordable Housing Funds. AGENCY will contact the City of Vancouver at 360-487-7967 to schedule an inspection. In some cases, CITY may grant AGENCY approval to perform this task.

BUDGET

	Affordable Housing Fund	VHA
Rental assistance	\$250,000	
Staffing		\$32,800
PROJECT TOTALS	\$250,000	\$32,800

By signing below AGENCY acknowledges the review and approval of the budget listed above.

Name

Date

Title

TIMELINE

ACTIVITIES	Apr 18	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Jan 19	Feb	Mar	Apr	May	Jun
Outreach and Referrals	x	x	x	x	x	x	x	x	x	x	x	x	x	x	x
Rental Assistance and Services	x	x	x	x	x	x	x	x	x	x	x	x	x	x	x

AUTHORIZATION SIGNATURE CARDOrganization Name VANCOUVER HOUSING AUTHORITYAddress 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
_____	_____
_____	_____
_____	_____
_____	_____

I certify that the signatures above are of the individuals authorized to execute financial documents for VANCOUVER HOUSING AUTHORITY.

Date_____
Signature of Authorized Official_____
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. Order of Precedence.

Where there is a conflict among or between any of these documents, the controlling documents shall be the first listed in the following sequence: Amendments to this Agreement; this Agreement; Purchase Orders; AGENCY's submitted proposal to project request and project request.

3. Relation of Parties.

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

4. E-Verify.

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

5. Delays and Extensions of Time.

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

6. Compensation and Schedule of Payments.

CITY shall pay the AGENCY no more than the contract amount for work performed under the terms of this Agreement. This is the maximum amount to be paid under this Agreement and it shall not be exceeded without CITY's prior written authorization in the form of a negotiated and executed amendment. Such payment shall be full compensation for work performed or services rendered and for all labor, materials, supplies, equipment and incidentals necessary to complete the project as set forth herein. The AGENCY shall submit monthly invoices to CITY covering both professional fees and project expenses, if any, for fees and expenses from the previous month. Payments to AGENCY shall be net 30 days.

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

7. Ownership of Records and Documents.

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

8. Termination.

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

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

9. Evaluation and Compliance with the Law.

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

10. City Business and Occupation License.

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

11. Liability and Hold Harmless.

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

12. Insurance.

AGENCY shall obtain and keep in force during the entire term of this agreement, liability insurance against any and all claims for damages to person or property which may arise out of the performance of this Contract whether such work shall be by the AGENCY, subcontractors or anyone directly or indirectly employed by either the AGENCY or subcontractor. Insurance is to be placed with insurers with a current A.M. Best rating of no less than A:VII (or equivalent).

a. Liability Insurance. Contractor shall maintain commercial General Liability insurance with a limit of not less than one million dollars (\$1,000,000) for each occurrence and not less than one million

dollars (\$1,000,000) combined single limit automobile liability coverage. The policy shall include coverage for bodily injury, broad form property damage, personal injury, products and completed operation and blanket contractual coverage including, but not limited to, the liability assumed under the indemnification provisions of this Agreement. All liability insurance required herein shall be under a comprehensive or commercial general liability and business, policies. Contractor may satisfy required limits in this section by way of an umbrella policy.

b. City Listed as an Additional Insured: The City of Vancouver, its agents, representatives, officers, directors, officials, and employees must be named as an additional insured on the Commercial General Liability policy and shown on the certificate as an additional insured. A copy of the additional insured endorsement CG 20 10 11 85, or its equivalent CG 20 10 07 04 and CG 20 37 07 04 must be included with the certificate of insurance.

c. The commercial general liability policy must be endorsed to include "Washington Stop Gap" insurance. The limits and aggregates referenced must apply to the Stop Gap coverage as well. This must be indicated on the certificate.

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

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

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

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

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

13. Notices.

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

City:

Peggy Sheehan
City of Vancouver
415 W 6th Street
P O Box 1995
Vancouver WA 98668-1995

AGENCY:

Roy Johnson
Vancouver Housing Authority
2500 Main Street
Vancouver, WA 98660

14. Amendments.

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

15. Scope of Agreement.

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

16. Ratification.

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

17. Governing Law/Venue.

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

18. Cooperative Purchasing:

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

19. Public Disclosure Compliance.

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

EXHIBIT A
City of Vancouver Affordable Housing Fund
REQUEST FOR REIMBURSEMENT

Date: _____ Project Title: <u>Vancouver Housing Authority - Rental Assistance</u> Invoice #: _____ AHF Project #: _____	Period Covered: _____ Contact Person: _____ Telephone: _____ Other Funding: _____
--	--

Activity	AHF Budget	Expended This Period	Expended To Date	Balance
a)	\$			
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: _____

2017 Allocation Plan

For the Vancouver Affordable Housing Fund

October 2, 2017

Introduction

In November 2016, Vancouver voters approved a seven-year, \$42 million dollar property tax levy to create the Vancouver Affordable Housing Fund. This local resource will support housing and services for very low-income households earning up to 50% of area median income (AMI).

Income limits for households at 50% AMI are established annually by the U.S. Department of Housing and Urban Development. Current income limits are provided below. (HUD – Effective April 14, 2017)

	Household Size				
	1	2	3	4	5
50% AMI Income Limit	\$26,150	\$29,900	\$33,650	\$37,350	\$40,350

The Affordable Housing Fund Administrative and Financial Plan was adopted by City Council in June 2016 and amended in August 2017. The Administration and Financing Plan estimates the number of households that will be served over seven years and includes proposed funding allocations among four program areas:

- Housing Production
- Housing Preservation
- Homelessness Prevention
- Implementation

In early 2017, the City of Vancouver released a solicitation request for projects seeking Housing Production and Preservation funds that are available for calendar year 2017. Applications were reviewed and prioritized by a committee of community leaders. This Allocation Plan outlines spending priorities for funds collected in 2017 based on proposed projects and current needs and opportunities in the community. The 2017 Allocation Plan will be used in conjunction with the Affordable Housing Fund Administrative and Financial Plan that can be found on the City's web site at www.cityofvancouver.us/affordablehousingfund.

Funding Allocation and Proposed Projects

Spending priorities for 2017 are set forth below. Allocations are based on applications received, recommendations from the review committee, and community needs.

2017 Affordable Housing Fund Allocations

	2017 funds (\$)	2017 funds (%)	Units/households directly assisted with 2017 funds
Housing Production	\$4,000,000	67%	80 units
Housing Preservation	\$400,000	7%	20 units
Homelessness Prevention			
Rent Vouchers and Services	\$1,210,000	20%	TBD
Temporary Shelter	\$300,000	5%	TBD
Implementation	\$90,000	1%	
TOTAL	\$6,000,000	100%	

Housing Production Projects

The review committee recommendations include \$4,000,000 in 2017 funds for seven new construction projects. The projects would create 237 new multifamily rental units, including 80 units directly assisted with the Affordable Housing Fund that would carry covenants to continue renting to households earning up to 50% AMI.

Project	Suggested award	Total new units	Affordable Housing Fund units	Population
Caples Terrace	\$850,000	28	17	Homeless
Downtown Apartments	\$500,000	30	10	Families
Isabella Court Phase II	\$850,000	49	17	Homeless
McKibbin Commons	\$200,000	4	4	Families
Meriwether Place	\$500,000	30	10	Homeless & Special Needs
The Pacific	\$250,000	18	5	Homeless
The Shipyard	\$850,000	78	17	Families
TOTAL	\$4,000,000	237	80	

NOTE: May 2016 Administrative and Financial Plan estimated 48 units for construction and 65 units for preservation annually.

Housing Preservation Projects

The review committee recommended \$400,000 in 2017 awards to support three proposed multi-family rehabilitation projects and additional projects to be identified through an ongoing application process. The projects must meet the City requirements related to fair housing, prevailing wage and eligible expenses.

Project	Recommended Award	Affordable Housing Fund Units
Community Services Northwest	\$89,000	7
Kleen Streets Recovery	\$100,000	4
New Beginnings Maternity Home	\$35,000	4
Housing Rehab Fund – additional projects TBD	\$176,000	5
TOTAL	\$400,000	20

Homelessness Prevention Projects

Up to \$1,510,000 in 2017 funds will be available for homelessness prevention projects. Staff anticipates releasing the following requests for proposals in fall of 2017:

- Housing assistance including rental costs, security deposits and utilities if in conjunction with rent or security deposit assistance and related services to stabilize residents (\$1,210,000 available)
- The greatest demand is for shelter space for single women. Improvements to existing shelters that will increase capacity/or new shelters (\$300,000 available)

Prevailing Wage

Projects that are constructed at public expense are “public works” and are subject to state prevailing wage laws. Generally, the purchase of land or architect and engineering costs paid from the Affordable Housing Fund does not trigger prevailing wage requirements when construction is funded from private funds.

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.

Reprogramming of Funds

If a recommended project does not meet the City’s conditions for approval, does not move forward for any reason, or does not use the full award amount, funds may be shifted to other projects within the same program area, moved to another program area or added to the available funds for the following year.

STAFF REPORT NO. 031-18

TO: Mayor and City Council
FROM: Eric Holmes, City Manager



DATE: 3/19/2018

Subject: Contract Award for the Supply and Delivery of Lead-Free Brass Water Fittings, per ITB# 18-01.

Key Points:

- The City is responsible for maintaining the City's water supply system.
- There is an on-going need for lead-free brass water fittings for the replacement of worn-out water system components and parts.
- Properly functioning water systems are essential to ensure public safety and reduce City liability.
- Having a contract ensures a consistent and reliable supply of the needed materials at competitive pricing.

Objective: To seek Council approval for the award of multiple lead-free brass water fittings contracts from one bid solicitation, ITB #18-01. This action supports Goal 1, Objective 1.2 of the City's Strategic Plan: *Ensure our infrastructure, including buildings and utilities, is safe, environmentally responsible and well maintained.*

Present Situation: On February 20, 2018, the City received four (4) bids for the subject materials. Three of the bids were responsive and one was deemed non-responsive. The winning bids are received as follow.

SUMMARY OF BIDS		
BIDDER	Schedule	EST. ANNUAL AMOUNT
H.D. Fowler, Vancouver, WA	A- Ford & AY McDonald lead-free brass water fittings	\$119,637.34
Consolidated Supply, Tigard, OR	B – Smith Cooper NL lead-free brass water fittings	\$ 3,695.72
Ferguson Waterworks, Vancouver, WA	C- percentage discount off of manufacturer's current published price list of products outside Schedules A & B	27%
Core & Main, Vancouver, WA		Non - Responsive

It is the City's intent to award a contract for a maximum of five (5) years to each of the above Contractors. The maximum term for this contract is five (5) years.

Advantage(s):

1. Having a contract ensures timely and consistent delivery of needed materials for new water meter installations and replacement of existing worn-out meters.
2. Local vendors have been providing the City with various water supply products for many years at competitive pricing and reliable service.

Disadvantage(s): None

Budget Impact: Sufficient funds were appropriated in the adopted budget.

Prior Council Review: None

Action Requested: Authorize the City Manager or his designee to award contracts and approve purchases for Public Works for the supply and delivery of lead-free brass water fittings to the most responsive bids from responsible bidders by schedule as follows: H.D. Fowler Company of Vancouver, WA, for Schedule A items at \$119,637.34 per year including Washington sales tax; Consolidated Supply Co. of Tigard, OR, for Schedule B items at \$3,695.72 per year including Washington sales tax; and Ferguson Waterworks of Vancouver, WA, at 27% discount off of manufacturers' published price lists on optional items outside of Schedules A & B. These amounts are estimated annual expenditures; actual expenditures may vary depending on needs. Total estimated contract amount for the five-year period is \$630,000.00.

Attachments: Agreements



To request other formats, please contact:
City Manager's Office
(360) 487-8600 | WA Relay: 711
Amanda.Delapena@cityofvancouver.us

AGREEMENT # _____

FORD & AY McDONALD LEAD-FREE BRASS FITTINGS – SCHEDULE A

This Agreement made and entered into this _____ day of _____, 2018, by and between the City of Vancouver, a municipal corporation, under the laws of the State of Washington, hereinafter referred to as "City" and H.D Fowler Company, hereinafter referred to as "Contractor," whose address is 11316 NE Hwy 99, Vancouver, WA 98686.

WHEREAS, the City desires to engage the Contractor to supply and deliver lead-free brass fittings, in accordance with the terms of this Agreement. Contractor has agreed to provide afore-mentioned products per its bid proposal in response to City-issued Invitation to Bid (ITB) #18-01, Schedule A.

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

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

The City hereby agrees to engage the Contractor and the Contractor hereby agrees to supply and deliver afore-mentioned lead-free brass fittings and associated products and services in accordance with the specifications hereafter set forth in connection with this Agreement:

1. Supply and Delivery of Ford & AY McDonald Lead-Free Brass Fittings:

Contractor shall supply and deliver to the City of Vancouver Public Works Ford and AY McDonald lead-free brass fittings, and associated products and services, as set forth in this Agreement, and in accordance with ITB 18-01, Schedule A (and its addenda, if any). The Contractor's submitted Bid Proposal under ITB 18-01, Schedule A, and City Purchase Orders issued under this Agreement are hereby incorporated into this Agreement as if fully set forth herein.

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

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

ITB 18-01: LEAD-FREE BRASS FITTINGS – SCHEDULE A

2. General Requirement:

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

3. Order or Precedence:

Where there is a conflict among or between any of these documents, the controlling documents shall be the first listed in the following sequence: Amendments to this Agreement; this Agreement; Purchase Orders; Contractor's submitted response to ITB 18-01, Schedule A, and ITB 18-01.

4. Purchase Order:

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

5. Schedule:

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

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

6. Delivery:

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

7. Payment:

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

8. Adjustments:

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

9. Assignment:

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

10. Waiver:

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

11. Binding Effect:

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

12. Remedies Cumulative:

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

13. Severability:

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

14. Taxes:

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

15. Relation of Parties:

The Contractors, its subcontractors, agents, and employees are independent Contractors performing services for City and are not employees of City. The Contractor, its subcontractors, agents and employees, shall not, as a result of this

ITB 18-01: LEAD-FREE BRASS FITTINGS – SCHEDULE A

Agreement, accrue leave, retirement, insurance, bonding or any other benefits afforded to City employees. The Contractor, subcontractors, agents and employees shall not have the authority to bind City any way except as may be specifically provided herein.

16. Ownership of Materials, Writings and Products:

All materials, writings, and products produced by Contractor in the course of performing this Agreement shall immediately become the property of the City. In consideration of the compensation provided for by this Agreement, the Contractor hereby further assigns all copyright interests in such materials, writing and products to the City; provided, however, that this clause does not apply to materials, writings, or products in which Contractor has a copyright interest prior to the date of this Agreement. A copy may be retained by the Contractor.

17. Proprietary and Confidential Information:

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

18. Warranties:

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

ITB 18-01: LEAD-FREE BRASS FITTINGS – SCHEDULE A

19. Non-Discrimination and Equal Employment Opportunity:

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

20. Indemnification:

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

21. Order Quantity:

This is an as-needed Agreement; orders will be placed with Contractor via signed Purchase Orders on an as-needed basis. The City is not obligated to any minimum or maximum quantities under this Agreement.

22. Termination:

The City of Vancouver intends to utilize this Agreement for five (5) years from the Agreement effective date. The maximum term for this Agreement is five (5) years.

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

23. Prices:

Proposed prices (per attached Exhibit 1) must be firm for twelve (12) months from the effective date of this Agreement. Price adjustments may be requested for consideration each year thereafter; the City, at its sole discretion, may approve that request.

Contractor shall submit the request at least 60 days prior to the start of a new contract year. Request for price increases shall be supported by the applicable Consumer Price Index – for the Seattle-Tacoma-Bremerton area, or another published index for the immediate, previous four (4) quarters.

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

24. Commercial and General Liability Insurance:

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

- \$1,000,000.00 minimum/general liability per occurrence
- \$2,000,000.00 minimum/general aggregate occurrence
- \$1,000,000.00 minimum/automobile combined single limit (each accident)
- City of Vancouver named as additional insured on the commercial general liability policy and an “additional insured” policy endorsement CG2012, CG2026 or equivalent must be included with the certificate of insurance

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

25. Other Liabilities:

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

26. Worker's Compensation:

The Contractor shall comply with the State Washington, Department of Labor and Industries Industrial Insurance program, for all of its employees who are required to be so covered by the laws of the State of Washington and in case any work is

subcontracted, the Contractor shall require the subcontractor to provide worker's compensation insurance for all of its employees unless or to the extent that such employees are covered by the protection provided by the Contractor.

27. Employment Security:

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

28. Compliance with the Law:

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

29. Licenses and Similar Authorizations:

The Contractor, at no expense to the City, shall be responsible to obtain all necessary licenses, permits, and similar legal authorizations required to perform the work associated with this Agreement, including, but not limited to a City of Vancouver Business License and all associated requirements under Ch. 5.04 VMC and Ordinance M-3774, and conform to VMC 5.04.095 (tax per employee ordinance).

30. Notices:

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

City:

Kevin Yin
City of Vancouver
P O Box 1995
415 W 6th Street
Vancouver WA 98668-1995

Contractor:

Jeff Ockerman
HD Fowler Company
11316 NE Hwy 99
Vancouver, WA 98686

31. Amendments:

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

32. Entire Agreement:

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

33. 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 responded to ITB 18-01, Schedule A, and executing this Agreement, the Contractor agrees that other public agencies may purchase goods and services under this solicitation or Agreement at their own cost and without the City of Vancouver incurring any financial or legal liability for such purchases. The City of Vancouver agrees to allow other public agencies to purchase goods and services under this solicitation or Agreement, provided that the City of Vancouver is not held financially or legally liable for purchases and that any public agency purchasing under such solicitation or Agreement file a copy of this invitation and such agreement in accordance with RCW 39.34.040.

34. Ratification:

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

35. Governing Law/Venue:

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

36. Authority to Execute:

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

CITY OF VANCOUVER,
A municipal corporation

CONTRACTOR:
H.D. FOWLER COMPANY

Eric Holmes, City Manager

By: Jeff Ockerman, Sales Director

Attest:

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

Approved as to form:

E. Bronson Potter, City Attorney

EXHIBIT 1
H.D. FOWLER COMPANY - PRICING
AY McDONALD & FORD LEAD-FREE
BRASS FITTINGS

SCHEDULE A

Item No.	Item Description	Estimated Annual Quantity	Unit Cost	Total Cost
1.	ADAPTER INSERT 1", FORD PTM-2NL , MUELLER H-12213N. CITY #W10060NL, OR APPROVED EQUAL	2 Each	\$ 11.02	\$ 22.04
2.	ADAPTER INSERT 3/4", FORD PTM-1NL , MUELLER H-12213N. CITY #W10065NL, OR APPROVED EQUAL	3 Each	\$ 6.73	\$ 20.19
3.	ADAPTER INSERT 3/4" X 1" FORD PTM-21NL, MUELLER H-12213N. CITY #W10070NL, OR APPROVED EQUAL	1 Each	\$ 9.39	\$ 9.39
4.	ADAPTER METER 1-1/2" X 1", FORD A-46NL, AY McDONALD 710J46KIT , CITY #W10075NL *SINGLES NOT PAIRS*, OR APPROVED EQUAL	10 Each	\$ 53.23	\$ 532.30
5.	ADAPTER METER 2" X 1", FORD A- 47NL, AY McDONALD 710J47KIT , CITY #W10080NL *SINGLES NOT PAIRS*, OR APPROVED EQUAL	6 Each	\$ 54.47	\$ 326.82
6.	ADAPTER METER 2" X 1-1/2", FORD A-67NL, AY McDONALD 710J67KIT , CITY #W10085NL *SINGLES NOT PAIRS*, OR APPROVED EQUAL	26 Each	\$ 72.07	\$ 1,873.82
7.	ADAPTER METER 3/4" X 1", FORD A- 24NL, MUELLER H-10879, AY McDONALD 710J24KIT , CITY #W10090NL *SINGLES NOT PAIRS*, OR APPROVED EQUAL	2500 Each	\$ 9.17	\$ 22,925.00
8.	ANGLE STOP BALL 2" FIP X 2" FLG, MUELLER B-24286N, FORD BFA13- 777W-NL, AY McDONALD 74604B , CITY #W12005NL, OR APPROVED EQUAL	1 Each	\$ 196.00	\$ 196.00
9.	ANGLE STOP BALL COMP 2" CTS X 2" FLG, MUELLER B-24276N, FORD BFA43-777W-Q-NL, AY McDONALD 74602BQ, CITY #W12006NL, OR APPROVED EQUAL	6 Each	\$ 245.35	\$ 1,472.10
10.	ANGLE STOP BALL 1-1/2" FIP X 1-1/2" FLG, MUELLER B-24286N, FORD BFA13-666W-NL, AY McDONALD 74604B, CITY #W12010NL, OR APPROVED EQUAL	1 Each	\$ 166.11	\$ 166.11

11.	ANGLE BALL COMP 1-1/2" CTS X 1-1/2" FLG, MUELLER B-24276N, FORD BFA43-666W-Q-NL, AY McDONALD 74602BQ , CITY #W12011NL, OR APPROVED EQUAL	1 Each	\$ 193.31	\$ 193.31
12.	ANGLE STOP COMP 1" CTS X 1" MTR, MUELLER H-14258N, FORD KV43-444W-Q-NL, AY McDONALD 74602Q , CITY #W12015NL, OR APPROVED EQUAL	85 Each	\$ 40.06	\$ 3,405.10
13.	ANGLE STOP COMP 3/4" CTS X 3/4" X 5/8" MTR, MUELLER H-14258N, FORD KV43-332W-Q-NL, AY McDONALD 74602Q , CITY #W12020NL, OR APPROVED EQUAL	150 Each	\$ 29.28	\$ 4,392.00
14.	ANGLE STOP 1" MTR X 1" FIP, MUELLER H-14265N, FORD KV13-444W-NL, AY McDONALD 74604 , CITY #W12025NL, OR APPROVED EQUAL	1 Each	\$ 35.09	\$ 35.09
15.	ANGLE STOP 5/8" X 3/4" MTR X 3/4" FIP, MUELLER H-14265N, FORD KV13-332W-NL, AY McDONALD 74604 , CITY #W12030NL, OR APPROVED EQUAL	2 Each	\$ 22.88	\$ 45.76
16.	BUSH BRASS THRD 3/4" FIP X 1" MTR, FORD BBIM34NL , CITY #W20004NL OR APPROVED EQUAL	3 Each	\$ 9.63	\$ 28.89
17.	CORP IP X IP 1- 1/2", MUELLER H-9969N, FORD FB500-6-NL, AY McDONALD 73131B , CITY #W27000NL, OR APPROVED EQUAL	1 Each	\$ 96.26	\$ 96.26
18.	CORP IP X IP 2", MUELLER H-9969N, FORD FB500-7-NL, AY McDONALD 73131B , CITY #W27005NL, OR APPROVED EQUAL	1 Each	\$ 164.17	\$ 164.17
19.	CORP COMP X IP 1", MUELLER H-15028N, FORD F1100-4-Q-NL, AY McDONALD 74704Q , CITY #W27015NL, OR APPROVED EQUAL	13 Each	\$ 37.34	\$ 485.42
20.	CORP COMP X IP 3/4", MUELLER H-15028N, FORD F1100-3-Q-NL, AY McDONALD 74704Q , CITY #W27020NL, OR APPROVED EQUAL	5 Each	\$ 24.06	\$ 120.30
21.	CORP COMP X M 1", MUELLER H-15008N, FORD F1000-4-Q-NL, AY McDONALD 74701Q , CITY #W27025, OR APPROVED EQUAL	67 Each	\$ 36.39	\$ 2,438.13

22.	CORP COMP X M ¾", MUELLER H-15008N, FORD F1000-3-Q-NL, AY McDONALD 74701Q CITY #W27030NL, OR APPROVED EQUAL	15 Each	\$ 24.06	\$ 360.90
23.	CORP IP X M 2", MUELLER H-9968N, FORD FB400-7-NL, AY McDONALD 73128B CITY #27043NL, OR APPROVED EQUAL	4 Each	\$ 164.17	\$ 656.68
24.	CORP IP X M 1-½", MUELLER H-9968N, FORD FB400-6-NL, AY McDONALD 73128B CITY #W27045NL, OR APPROVED EQUAL	1 Each	\$ 96.26	\$ 96.26
25.	COUP IPF X COMP 1", MUELLER H-15451N, FORD C14-44-Q-NL, AY McDONALD 74754Q CITY #W30000NL, OR APPROVED EQUAL	7 Each	\$ 15.73	\$ 110.11
26.	COUP IPM X COMP 1", MUELLER H-15428N, FORD C84-44-Q-NL, AY McDONALD 74753Q CITY #W30005NL, OR APPROVED EQUAL	24 Each	\$ 13.06	\$ 313.44
27.	COUP IPM X COMP ¾", MUELLER H-15428N, FORD C84-33-Q-NL AY McDONALD 74753Q CITY #W30010NL, OR APPROVED EQUAL	13 Each	\$ 11.03	\$ 143.39
28.	COUP 3 PART 2", MUELLER H-15403N, FORD C44-77-Q-NL, AY McDONALD 74758Q CITY #W30015NL, OR APPROVED EQUAL	2 Each	\$ 69.42	\$ 138.84
29.	COUP 3 PART 1-½", MUELLER H-15403N, FORD C44-66-Q-NL, AY McDONALD 74758Q CITY #W30020NL, OR APPROVED EQUAL	1 Each	\$ 50.87	\$ 50.87
30.	COUP 3 PART 1", MUELLER H-15403N, FORD C44-44-Q-NL, AY McDONALD 74758Q CITY #W30025NL, OR APPROVED EQUAL	43 Each	\$ 15.36	\$ 660.48
31.	COUP 3 PART ¾", MUELLER H-15403N, FORD C44-33-Q-NL, AY McDONALD 74758Q CITY #W30030NL, OR APPROVED EQUAL	47 Each	\$ 13.43	\$ 631.21
32.	COUP 3 PART 1" X ¾", MUELLER H-15403N, FORD C44-34-Q-NL, AY McDONALD 74758Q CITY #W30035NL, OR APPROVED EQUAL	9 Each	\$ 15.60	\$ 140.40

33.	COUP 3 PART IP 1", FORD C45-44NL, AY McDONALD 74758-22-55 CITY #W30040NL, OR APPROVED EQUAL	14 Each	\$ 15.06	\$ 210.84
34.	COUP 3 PART IP ¾", FORD C45-33NL, AY McDONALD 74758-22-55 CITY #W30045NL, OR APPROVED EQUAL	14 Each	\$ 14.87	\$ 208.18
35.	COUP CORP X COMP 1", MUELLER H- 15071N, FORD C04-44-Q-NL, AY McDONALD 74755Q , CITY #W30185NL, OR APPROVED EQUAL	4 Each	\$ 18.44	\$ 73.76
36.	COUP CORP X COMP ¾", MUELLER H-15071N, FORD C04-33-Q-NL, AY McDONALD 74755Q , CITY #W30190NL, OR APPROVED EQUAL	15 Each	\$ 12.55	\$ 188.25
37.	COUP IPF X COMP 2", MUELLER H- 15451N, FORD C14-77-Q-NL, AY McDONALD 74754Q , CITY #W30395NL, OR APPROVED EQUAL	5 Each	\$ 54.49	\$ 272.45
38.	COUP IPF X COMP 1- ½", MUELLER H- 15451N, FORD C14-66-Q-NL, AY McDONALD 74754Q , CITY #W30400NL, OR APPROVED EQUAL	1 Each	\$ 45.78	\$ 45.78
39.	COUP IPF X COMP ¾", MUELLER H- 15451N, FORD C14-33-Q-NL, AY McDONALD 74754Q , CITY #W30405NL, OR APPROVED EQUAL	8 Each	\$ 11.60	\$ 92.80
40.	COUP IPM X COMP 2", MUELLER H- 15428N, FORD C84-77-Q-NL, AY McDONALD 74753Q , CITY #W30410NL, OR APPROVED EQUAL	26 Each	\$ 52.14	1,355.64 \$
41.	COUP IPM X COMP 1- ½", MUELLER H-15428N, FORD C84-66-Q-NL, AY McDONALD 74753Q , CITY #W30415NL, OR APPROVED EQUAL	1 Each	\$ 35.79	\$ 35.79
42.	COUP YOKE 1", MUELLER H-14227N, OR FORD CSA4-44-Q-ND , CITY #W30630NL, OR APPROVED EQUAL	1 Each	\$ 26.06	\$ 26.06
43.	COUP YOKE ¾", MUELLER H-14227N, OR FORD CSA4-33-Q-ND , AY McDONALD, 720-23ASY, CITY #W30635NL, OR APPROVED EQUAL	1 Each	\$ 15.57	\$ 15.57

44.	CURB STOP 1", MUELLER B-20200N, FORD B11-444W-NL, AY McDONALD 76101W, CITY #W37000NL, OR APPROVED EQUAL	5 Each	\$ 60.40	\$ 302.00
45.	CURB STOP ¾", MUELLER B-20200N, FORD B11-333W-NL, AY McDONALD 76101W, CITY #W37005NL, OR APPROVED EQUAL	24 Each	\$ 39.41	\$ 945.84
46.	CURB STOP COMP X COMP BALL 1", MUELLER B-25209N, FORD B44-444W-Q-NL, AY McDONALD 76100Q, CITY #W37015NL, OR APPROVED EQUAL	150 Each	\$ 73.24	\$ 10,986.00
47.	CURB STOP COMP X COMP BALL ¾", MUELLER B-25209N, FORD B44-333W-Q-NL, AY McDONALD 76100Q CITY #W37020NL, OR APPROVED EQUAL	150 Each	\$ 48.73	\$ 7,309.50
48.	ELL COMP 90 2", MUELLER H-15526N, FORD L44-77-Q-NL, AY McDONALD 74761Q, CITY #W40170NL, OR APPROVED EQUAL	19 Each	\$ 144.87	\$ 2,752.53
49.	ELL COMP 90 1- ½", MUELLER H-15526N, FORD L44-66-Q-NL, AY McDONALD 74761Q, CITY #W40175NL, OR APPROVED EQUAL	1 Each	\$ 71.60	\$ 71.60
50.	ELL COMP X COMP 1", MUELLER H-15526N, FORD L44-44-Q-NL, AY McDONALD 74761Q, CITY #W40180NL, OR APPROVED EQUAL	100 Each	\$ 22.32	\$ 2,232.00
51.	ELL COMP X COMP ¾", MUELLER H-15526N, FORD L44-33-Q-NL, AY McDONALD 74761Q, CITY #W40185NL, OR APPROVED EQUAL	19 Each	\$ 17.35	\$ 329.65
52.	ELL COMP X IPF 1", MUELLER H-15533N, FORD L14-44-Q-NL, AY McDONALD 74779Q, CITY #W40190NL, OR APPROVED EQUAL	27 Each	\$ 25.52	\$ 689.04
53.	ELL COMP X IPF ¾", MUELLER H-15533N, FORD L14-33-Q-NL, AY McDONALD 74779, CITY #W40195NL, OR APPROVED EQUAL	14 Each	\$ 11.78	\$ 164.92

54.	ELL COMP X MTR 1" X 1", MUELLER H-14206N, FORD L34-44-Q-NL, AY McDONALD 74783SQ CITY #W40200NL, OR APPROVED EQUAL	104 Each	\$ 28.74	\$ 2,988.96
55.	ELL COMP X MTR 5/8"X3/4"X3/4", MUELLER H-14206N, L34-23-Q-NL, AY McDONALD 74783SQ CITY #W40205NL, OR APPROVED EQUAL	114 Each	\$ 15.61	\$ 1,779.54
56.	ELL IPM X COMP 1", MUELLER H-15531N, FORD L84-44-Q-NL, AY McDONALD 74779MQ CITY #W40380NL, OR APPROVED EQUAL	21 Each	\$ 20.09	\$ 421.89
57.	ELL IPM X COMP 3/4", MUELLER H-15531N, FORD L84-33-Q-NL, AY McDONALD 74779MQ CITY #W40385NL, OR APPROVED EQUAL	50 Each	\$ 13.83	\$ 691.50
58.	METER RESETTER 2" X 15", MUELLER #B2424-00N, FORD VBB47-15-NL, AY McDONALD 718715WWX427 , CITY #W57200NL, OR APPROVED EQUAL	1 Each	\$ 904.46	\$ 904.46
59.	METER RESETTER 1- 1/2" X 15", MUELLER #B242400N, FORD VBB46-15-NL, AY McDONALD 718615WWX427 , CITY #W57205NL, OR APPROVED EQUAL	1 Each	\$ 825.27	\$ 825.27
60.	METER RESETTER 1" X 10", MUELLER #H14118N, FORD V44-10W-NL, AY McDONALD 718410WX , CITY #W57210NL, OR APPROVED EQUAL	28 Each	\$ 126.17	\$ 3,532.76
61.	METER RESETTER 1" X 12", MUELLER #H14118N, FORD V44-12W-NL, AY McDONALD 718412WX , CITY #W57210NL, OR APPROVED EQUAL	30 Each	\$ 129.18	\$ 3,875.40
62.	METER RESETTER 1" X 15", MUELLER #H14118N, FORD V44-15W-NL, AY McDONALD 718412WX , CITY #W57210NL, OR APPROVED EQUAL	1 Each	\$ 132.78	\$ 132.78
63.	METER RESETTER 5/8"x3/4"x7", MUELLER #H14118N, FORD V42-7W-NL, AY McDONALD 718207WX , CITY #W57215NL, OR APPROVED EQUAL	60 Each	\$ 62.48	\$ 3,748.80

64.	METER RESETTER 5/8"X3/4"X9", MUELLER #H14118N, FORD V42-9W- NL, AY McDONALD 718209WX , CITY #W57215NL, OR APPROVED EQUAL	60 Each	\$ 63.26	\$ 3,795.60
65.	METER RESETTER 5/8"X3/4"X12", MUELLER #H14118N, FORD V42-12W- NL, AY McDONALD 718212WX , CITY #W57215NL, OR APPROVED EQUAL	5 Each	\$ 69.24	\$ 346.20
66.	METER RESETTER 5/8"X3/4"X15", MUELLER #H14118N, FORD V42-15W- NL, AY McDONALD 718215WX , CITY #W57215NL, OR APPROVED EQUAL	1 Each	\$ 88.25	\$ 88.25
67.	METER SPUD 1", MUELLER H-10890N, FORD C38-44-2-625-NL, AY McDONALD 74624 , CITY #W57220NL, OR APPROVED EQUAL	6 Each	\$ 12.69	\$ 76.14
68.	METER SPUD 3/4"X 2 -1/2", MUELLER H-10890N, FORD C38-23-2-5-NL, AY McDONALD 74624 , CITY #W57235NL, OR APPROVED EQUAL	35 Each	\$ 10.63	\$ 372.05
69.	METER YOKE 2", MUELLER B-2423N, FIXED LOW BY-PASS 15" TALL, FORD VBB77-95037-095-NL, AY McDONALD 720B715WWFF775X427, CITY #W57280NL, OR APPROVED EQUAL	2 Each	\$ 746.89	\$ 1,493.78
70.	METER YOKE 1- 1/2", MUELLER B- 2423N FIXED LOW BYPASS 15" TALL, FORD VBB76-95037-094-NL, AY McDONALD 720B615WWFF775X427 , CITY #W57285NL, OR APPROVED EQUAL	1 Each	\$ 664.73	\$ 664.73
71.	METER YOKE 1", MUELLER H-1577N, 15" TALL COMP X MULTI, FORD V74- 15W-41-44-Q-NL, AY McDONALD 724415WXQD, CITY #W57290NL, OR APPROVED EQUAL	80 Each	\$ 151.68	\$ 12,134.40
72.	METER YOKE 3/4" X 15" TALL, MUELLER H-1404N, FORD VB73-15W- 41-33-Q-NL, AY McDONALD 720315WX0033, CITY #W57295NL, OR APPROVED EQUAL	1 Each	\$ 96.14	\$ 96.14
73.	METER YOKE DP NUT 1", MUELLER H-14222N, FORD CSSUN1-44-NL, AY McDONALD 7404D4ASY , CITY #W57300NL, OR APPROVED EQUAL	4 Each	\$ 10.60	\$ 42.40

74.	PLUG BR/M 2", MUELLER H10033N, FORD CSP-7-A-NL, AY McDONALD 73206, CITY #W67000NL, OR APPROVED EQUAL	1 Each	\$ 25.47	\$ 25.47
75.	PLUG BR/M 1- 1/2", MUELLER H10033N, FORD CSP-6-A-NL, AY McDONALD 73206 , CITY #W67005NL, OR APPROVED EQUAL	1 Each	\$ 19.64	\$ 19.64
76.	PLUG BR/M 1", MUELLER H10033N, FORD CSP-4-A-NL, AY McDONALD 73206, CITY #W67010NL, OR APPROVED EQUAL	1 Each	\$ 9.16	\$ 9.16
77.	PLUG BR/M 3/4", MUELLER H10033N, FORD , CSP-3-A-NL, AY McDONALD 73206, CITY #W67015NL, OR APPROVED EQUAL	1 Each	\$ 6.28	\$ 6.28
78.	TEE COMP 1 X 1 X 1, MUELLER H15381N, FORD T444-444-Q-NL, AY McDONALD 74760Q , CITY #W85140NL, OR APPROVED EQUAL	3 Each	\$ 36.99	\$ 110.97
79.	TEE COMP 3/4" X 3/4" X 1, MUELLER #H15381N, FORD T444-334-Q-NL, AY McDONALD 74760Q , CITY #W85145NL, OR APPROVED EQUAL	1 Each	\$ 36.84	\$ 36.84
80.	VALVE FLG/SCR 2, JAMES JONES E-372-F WITH HANDWHEEL, FORD BF13-666W-NL, AY McDONALD 76101MW, CITY #W90245NL, OR APPROVED EQUAL	1 Each	\$ 202.13	\$ 202.13
81.	VALVE FLG/SCR 1 1/2, JAMES JONES E-372-F WITH HANDWHEEL, FORD BF13-777W-NL, AY McDONALD 76101MW, CITY #W90250NL, OR APPROVED EQUAL	1 Each	\$ 126.75	\$ 126.75
82.	VALVE METER BALL 1, MUELLER #B-24350N, FORD B43-444W-Q-NL, AY McDONALD 76100MWQ , CITY #W90270NL, OR APPROVED EQUAL	4 Each	\$ 74.98	\$ 299.92
83.	VALVE METER BALL 3/4, MUELLER #B-24350N, FORD B43-332W-Q-NL, AY McDONALD 76100MWQ , CITY #W90275NL, OR APPROVED EQUAL	1 Each	\$ 50.73	\$ 50.73

84.	COUPLING STRAIGHT IPS PE X MIP $\frac{3}{4}$, MUELLER #H15429N, FORD C86-33-Q- NL, AY McDONALD 747533Q , CITY #W30531NL, OR APPROVED EQUAL	6 Each	\$ 14.62	\$ 87.72
85.	COUPLING STRAIGHT IPS PE X MIP 1", MUELLER #H15429N, FORD C86-44-Q- NL, AY McDONALD 747533Q , CITY #W30530NL, OR APPROVED EQUAL	23 Each	\$ 21.22	\$ 488.06
86.	UNION 3-PART STRAIGHT CTS X IPS PE 1 X $\frac{3}{4}$ ", MUELLER #H-15409N, FORD C46-34-A-AWT-Q-NL, AY McDONALD 74758Q3Q , CITY #W87490NL, OR APPROVED EQUAL	3 Each	\$ 16.74	\$ 50.22
87.	UNION 3-PART STRAIGHT CTS 1-1/4", MUELLER #H-15403N, FORD C44-55-Q- NL, AY McDONALD 74758Q , CITY #W87460NL, OR APPROVED EQUAL	1 Each	\$ 26.52	\$ 26.52
88.	COUP STRAIGHT CTS X MIP 1-1/4", MUELLER #H-15428N, FORD C84-55-Q- NL, AY McDONALD 74753Q , CITY #W30525NL, OR APPROVED EQUAL	1 Each	\$ 24.98	\$ 24.98
89.	ANGLE KEY VALVE 1-1/2", FORD #FV13-666W, MUELLER H- 14286N, AY McDONALD 74604BCS , CITY #W11010NL, OR APPROVED EQUAL	1 Each	\$ 109.67	\$ 109.67
90.	ANGLE KEY VALVE 2", FORD #FV13- 777W, MUELLER H-14286N, AY McDONALD 74604BCS, CITY #W11000NL, OR APPROVED EQUAL	1 Each	\$ 121.46	\$ 121.46
SUB-TOTAL				\$ 110,366.55
WASHINGTON SALES TAX @ 8.4%				\$ 9,270.79
GRAND TOTAL				\$ 119,637.34

AGREEMENT # _____

SMITH COOPER LEAD-FREE BRASS FITTINGS – SCHEDULE B

This Agreement made and entered into this _____ day of _____, 2018, by and between the City of Vancouver, a municipal corporation, under the laws of the State of Washington, hereinafter referred to as "City" and Consolidated Supply Company, hereinafter referred to as "Contractor," whose address is 7337 SW Kable Lane, Tigard, OR 97224.

WHEREAS, the City desires to engage the Contractor to supply and deliver Smith Cooper lead-free brass fittings, in accordance with the terms of this Agreement. Contractor has agreed to provide afore-mentioned products per its bid proposal in response to City-issued Invitation to Bid (ITB) 18-01, Schedule B.

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

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

The City hereby agrees to engage the Contractor and the Contractor hereby agrees to supply and deliver afore-mentioned lead-free brass fittings and associated products and services in accordance with the specifications hereafter set forth in connection with this Agreement:

1. Supply and Delivery of Smith Cooper Lead-Free Brass Fittings:

Contractor shall supply and deliver to the City of Vancouver Public Works Smith Cooper lead-free brass fittings, and associated products and services, as set forth in this Agreement, and in accordance with ITB 18-01, Schedule B (and its addenda, if any). The Contractor's submitted Bid Proposal under ITB 18-01, Schedule B, and City Purchase Orders issued under this Agreement are hereby incorporated into this Agreement as if fully set forth herein.

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

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

ITB 18-01: SMITH COOPER LEAD-FREE BRASS FITTINGS – SCHEDULE B

2. General Requirement:

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

3. Order or Precedence:

Where there is a conflict among or between any of these documents, the controlling documents shall be the first listed in the following sequence: Amendments to this Agreement; this Agreement; Purchase Orders; Contractor's submitted response to ITB 18-01, Schedule B, and ITB 18-01.

4. Purchase Order:

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

5. Schedule:

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

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

6. Delivery:

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

7. Payment:

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

8. Adjustments:

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

9. Assignment:

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

10. Waiver:

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

11. Binding Effect:

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

12. Remedies Cumulative:

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

13. Severability:

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

14. Taxes:

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

15. Relation of Parties:

The Contractors, its subcontractors, agents, and employees are independent Contractors performing services for City and are not employees of City. The Contractor, its subcontractors, agents and employees, shall not, as a result of this

ITB 18-01: SMITH COOPER LEAD-FREE BRASS FITTINGS – SCHEDULE B

Agreement, accrue leave, retirement, insurance, bonding or any other benefits afforded to City employees. The Contractor, subcontractors, agents and employees shall not have the authority to bind City any way except as may be specifically provided herein.

16. Ownership of Materials, Writings and Products:

All materials, writings, and products produced by Contractor in the course of performing this Agreement shall immediately become the property of the City. In consideration of the compensation provided for by this Agreement, the Contractor hereby further assigns all copyright interests in such materials, writing and products to the City; provided, however, that this clause does not apply to materials, writings, or products in which Contractor has a copyright interest prior to the date of this Agreement. A copy may be retained by the Contractor.

17. Proprietary and Confidential Information:

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

18. Warranties:

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

ITB 18-01: SMITH COOPER LEAD-FREE BRASS FITTINGS – SCHEDULE B

19. Non-Discrimination and Equal Employment Opportunity:

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

20. Indemnification:

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

21. Order Quantity:

This is an as-needed Agreement; orders will be placed with Contractor via signed Purchase Orders on an as-needed basis. The City is not obligated to any minimum or maximum quantities under this Agreement.

22. Termination:

The City of Vancouver intends to utilize this Agreement for five (5) years from the Agreement effective date. The maximum term for this Agreement is five (5) years.

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

23. Prices:

Proposed prices (per attached Exhibit 1) must be firm for twelve (12) months from the effective date of this Agreement. Price adjustments may be requested for consideration each year thereafter; the City, at its sole discretion, may approve that request.

Contractor shall submit the request at least 60 days prior to the start of a new contract year. Request for price increases shall be supported by the applicable Consumer Price Index – for the Seattle-Tacoma-Bremerton area or another published index for the immediate, previous four (4) quarters.

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

24. Commercial and General Liability Insurance:

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

- \$1,000,000.00 minimum/general liability per occurrence
- \$2,000,000.00 minimum/general aggregate occurrence
- \$1,000,000.00 minimum/automobile combined single limit (each accident)
- City of Vancouver named as additional insured on the commercial general liability policy and an “additional insured” policy endorsement CG2012, CG2026 or equivalent must be included with the certificate of insurance

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

25. Other Liabilities:

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

26. Worker's Compensation:

The Contractor shall comply with the State Washington, Department of Labor and Industries Industrial Insurance program, for all of its employees who are required to be so covered by the laws of the State of Washington and in case any work is

subcontracted, the Contractor shall require the subcontractor to provide worker's compensation insurance for all of its employees unless or to the extent that such employees are covered by the protection provided by the Contractor.

27. Employment Security:

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

28. Compliance with the Law:

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

29. Licenses and Similar Authorizations:

The Contractor, at no expense to the City, shall be responsible to obtain all necessary licenses, permits, and similar legal authorizations required to perform the work associated with this Agreement, including, but not limited to a City of Vancouver Business License and all associated requirements under Ch. 5.04 VMC and Ordinance M-3774, and conform to VMC 5.04.095 (tax per employee ordinance).

30. Notices:

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

City:

Kevin Yin
City of Vancouver
P O Box 1995
415 W 6th Street
Vancouver WA 98668-1995

Contractor:

Robert Bruce
Consolidated Supply Company
7337 SW Kable Lane
Tigard, OR 97224

31. Amendments:

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

32. Entire Agreement:

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

ITB 18-01: SMITH COOPER LEAD-FREE BRASS FITTINGS – SCHEDULE B

33. 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 responded to ITB 18-01, Schedule B, and executing this Agreement, the Contractor agrees that other public agencies may purchase goods and services under this solicitation or Agreement at their own cost and without the City of Vancouver incurring any financial or legal liability for such purchases. The City of Vancouver agrees to allow other public agencies to purchase goods and services under this solicitation or Agreement, provided that the City of Vancouver is not held financially or legally liable for purchases and that any public agency purchasing under such solicitation or Agreement file a copy of this invitation and such agreement in accordance with RCW 39.34.040.

34. Ratification:

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

35. Governing Law/Venue:

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

36. Authority to Execute:

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

CITY OF VANCOUVER,
A municipal corporation

CONTRACTOR:
CONSOLIDATED SUPPLY CO.

Eric Holmes, City Manager

By: Robert Bruce, Sr. VP & CFO

Attest:

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

Approved as to form:

E. Bronson Potter, City Attorney

CONSOLIDATED

EXHIBIT 1 CONSOLIDATED SUPPLY COMPANY - PRICING SMITH COOPER LEAD-FREE BRASS FITTINGS SCHEDULE B - NO APPROVED EQUAL

SCHEDULE B

ITEM No.	Item Description	Estimated Annual Quantity	Unit Cost	Total Cost
1.	BUSH BRASS 2" X 1- 1/2", CITY #W19975NL, SMITH COOPER NL BRASS #36HB1020014L OR APPROVED EQUAL	1 Each	8.78 \$	8.78 \$
2.	BUSH BRASS 1- 1/2" X 1", CITY #W19985NL, SMITH COOPER NL BRASS #36HB1014010L OR APPROVED EQUAL	2 Each	5.93 \$	11.86 \$
3.	BUSH BRASS 1- 1/4" X 1", CITY #W20000NL, SMITH COOPER NL BRASS #36HB1012010L OR APPROVED EQUAL	1 Each	4.64 \$	4.64 \$
4.	BUSH BRASS 1- 1/4" X 3/4", CITY #W20001NL, SMITH COOPER NL BRASS #36HB1012006L OR APPROVED EQUAL	3 Each	4.65 \$	13.95 \$
5.	BUSH BRASS 1/2" X 3/4", CITY #W20005NL, SMITH COOPER NL BRASS #36HB1006004L, OR APPROVED EQUAL	7 Each	1.80 \$	12.60 \$
6.	BUSH BRASS 2" X 1", CITY #W20010NL, SMITH COOPER NL BRASS #36HB1020010L, OR APPROVED EQUAL	12 Each	10.58 \$	126.96 \$
7.	BUSH BRASS 1" X 3/4", CITY #W20050NL, SMITH COOPER NL BRASS #36HB1010006L, OR APPROVED EQUAL	13 Each	2.73 \$	35.49 \$
8.	CAP BRASS 1/2", CITY #W21955NL, SMITH COOPER NL BRASS 36C 1004L, OR APPROVED EQUAL	2 Each	1.64 \$	3.28 \$
9.	CAP BRASS 3/4", CITY #W21956NL, SMITH COOPER NL BRASS #36C 1006L, OR APPROVED EQUAL	1 Each	2.18 \$	2.18 \$
10.	CAP BRASS 1", CITY #W21957NL, SMITH COOPER NL BRASS 36C 1010L, OR APPROVED EQUAL	2 Each	3.40 \$	6.80 \$
11.	COUP IP BRASS 2", CITY #W30070NL, SMITH COOPER NL BRASS #36CP1020L, OR APPROVED EQUAL	4 Each	14.45 \$	57.80 \$
12.	COUP BRASS 1- 1/2", CITY #W30075NL, SMITH COOPER NL BRASS #36CP1014L, OR APPROVED EQUAL	5 Each	8.78 \$	43.90 \$
13.	COUP BRASS 1", CITY #W30080NL, SMITH COOPER NL BRASS #36CP1010L, OR APPROVED EQUAL	9 Each	4.14 \$	37.26 \$
14.	COUP IP BRASS 3/4", CITY #W30085NL, SMITH COOPER NL BRASS #36CP1006L, OR APPROVED EQUAL	7 Each	2.73 \$	19.11 \$

15.	ELL 90 BRASS 2", CITY #W40000NL, SMITH COOPER NL BRASS #36E 1020L, OR APPROVED EQUAL	10 Each	\$ 16.77	167.70 \$
16.	ELL 90 BRASS 1- 1/2", CITY #W40005NL, SMITH COOPER NL BRASS #36E 1014L, OR APPROVED EQUAL	1 Each	\$ 14.33	14.33 \$
17.	ELL 90 BRASS 3/4", CITY #W40010NL, SMITH COOPER NL BRASS #36E 1006L, OR APPROVED EQUAL	8 Each	\$ 3.37	26.96 \$
18.	ELL 90 ST BRASS 2", CITY #W40015NL, SMITH COOPER NL BRASS #36SE1020L, OR APPROVED EQUAL	25 Each	\$ 24.50	612.50 \$
19.	ELL 90 ST BRASS 1- 1/2", CITY #W40020NL, SMITH COOPER NL BRASS #36SE1014L, OR APPROVED EQUAL	1 Each	\$ 14.45	14.45 \$
20.	ELL BRASS 90 1", CITY #W40055NL, SMITH COOPER NL BRASS #36E 1010L, OR APPROVED EQUAL	2 Each	\$ 5.19	10.38 \$
21.	ELL BRASS ST 90 1", CITY #W40060NL, SMITH COOPER NL BRASS #36SE1010L, OR APPROVED EQUAL	3 Each	\$ 7.25	21.75 \$
22.	ELL BRASS ST 90 3/4", CITY #W40065NL, SMITH COOPER NL BRASS #36SE1006L, OR APPROVED EQUAL	6 Each	\$ 4.38	26.28 \$
23.	NIPPLE BRASS, 2" X 6", CITY #W60255NL, SMITH COOPER NL #86NI4020060C, OR APPROVED EQUAL	25 Each	\$ 16.24	406.00 \$
24.	NIPPLE BRASS, 2" X 4", CITY #W60260NL, SMITH COOPER NL #86NI4020040C, OR APPROVED EQUAL	4 Each	\$ 11.00	44.00 \$
25.	NIPPLE BRASS, 2" X 3", CITY #W60265NL, SMITH COOPER NL #86NI4020030C, OR APPROVED EQUAL	4 Each	\$ 8.42	33.68 \$
26.	NIPPLE BRASS 2" X CLOSE, CITY #W60270NL, SMITH COOPER NL #86NI4020020C, OR APPROVED EQUAL	5 Each	\$ 6.75	33.75 \$
27.	NIPPLE BRASS, 1- 1/2" X 6", CITY #W60275NL, SMITH COOPER NL #86NI4014060C, OR APPROVED EQUAL	2 Each	\$ 12.64	25.28 \$
28.	NIPPLE BRASS, 1- 1/2" X 4", CITY #W60280NL, SMITH COOPER NL #86NI4014040C, OR APPROVED EQUAL	1 Each	\$ 8.55	8.55 \$
29.	NIPPLE BRASS, 1- 1/2" X 3", CITY #W60285NL, SMITH COOPER NL #86NI4014030C, OR APPROVED EQUAL	1 Each	\$ 6.93	6.93 \$

30.	NIPPLE BRASS, 1- 1/2" X CLOSE, CITY #W60290NL, SMITH COOPER NL #86NI4014016C, OR APPROVED EQUAL	1 Each	4.44 \$	4.44 \$
31.	NIPPLE BRASS, 1" X 6", CITY #W60295NL, SMITH COOPER NL #86NI4010060C, OR APPROVED EQUAL	2 Each	7.18 \$	14.36 \$
32.	NIPPLE BRASS, 1" X 5", CITY #W60300NL, SMITH COOPER NL #86NI4010050C, OR APPROVED EQUAL	1 Each	6.02 \$	6.02 \$
33.	NIPPLE BRASS, 1" X 4", CITY #W60305NL, SMITH COOPER NL #86NI4010040C, OR APPROVED EQUAL	3 Each	4.88 \$	14.64 \$
34.	NIPPLE BRASS, 1" X 3", CITY #W60310NL, SMITH COOPER NL #86NI4010030C, OR APPROVED EQUAL	1 Each	3.75 \$	3.75 \$
35.	NIPPLE BRASS, 1" X 2", CITY #W60315NL, SMITH COOPER NL #86NI4010020C, OR APPROVED EQUAL	3 Each	2.79 \$	8.37 \$
36.	NIPPLE BRASS, 1" X CLOSE, CITY #W60320NL, SMITH COOPER NL #86NI4010014C, OR APPROVED EQUAL	1 Each	2.39 \$	2.39 \$
37.	NIPPLE BRASS, 3/4" X 6", CITY #W60325NL, SMITH COOPER NL #86NI4006060C, OR APPROVED EQUAL	3 Each	4.92 \$	14.76 \$
38.	NIPPLE BRASS, 3/4" X 5", CITY #W60330NL, SMITH COOPER NL #86NI4006050C, OR APPROVED EQUAL	5 Each	4.04 \$	20.20 \$
39.	NIPPLE BRASS, 3/4" X 4", CITY #W60335NL, SMITH COOPER NL #86NI4006040C, OR APPROVED EQUAL	2 Each	3.56 \$	7.12 \$
40.	NIPPLE BRASS, 3/4" X 3", CITY #W60340NL, SMITH COOPER NL #86NI4006030C, OR APPROVED EQUAL	8 Each	2.58 \$	20.64 \$
41.	NIPPLE BRASS, 3/4" X 2", CITY #W60345NL, SMITH COOPER NL #86NI4006020C, OR APPROVED EQUAL	11 Each	1.93 \$	21.23 \$
42.	NIPPLE BRASS, 3/4" X CLOSE, CITY #W60350NL, SMITH COOPER NL #86NI4006013C, OR APPROVED EQUAL	1 Each	1.54 \$	1.54 \$
43.	PLUG BRASS SQ HD 1/2", CITY #W66960NL, SMITH COOPER NL #36SC1004L, OR APPROVED EQUAL	2 Each	1.73 \$	3.46 \$
44.	PLUG BRASS SQ HD 3/4", CITY #W66961NL, SMITH COOPER NL #36SC1006L, OR APPROVED EQUAL	2 Each	1.97 \$	3.94 \$

45.	PLUG BRASS SQ HD 1", CITY #W66962NL, SMITH COOPER NL #36SC1010L, OR APPROVED EQUAL	1 Each	\$ 2.60	\$ 2.60
46.	PLUG BRASS 2", CITY #W66975NL, SMITH COOPER NL #36SC1020L, OR APPROVED EQUAL	50 Each	\$ 7.77	\$ 388.50
47.	REDCR BELL BRASS 2" X 1- 1/2", CITY #W69995NL, SMITH COOPER NL BRASS #36RC1020014L, OR APPROVED EQUAL	1 Each	\$ 16.49	\$ 16.49
48.	TEE BRASS 2, CITY #W85000NL, SMITH COOPER NL BRASS #36T 1020L, OR APPROVED EQUAL	8 Each	\$ 23.22	\$ 185.76
49.	VALVE BRASS GATE 1- 1/2, CITY #W90085NL, SMITH COOPER #01718501ML-NL, OR APPROVED EQUAL	1 Each	\$ 22.17	\$ 22.17
50.	VALVE BRASS GATE VALVE 2, CITY #W90095NL, SMITH COOPER #01718501NL, OR APPROVED EQUAL	24 Each	\$ 33.18	\$ 796.32
51.	VALVE BRASS GATE VALVE 3/4, CITY #W90105NL, SMITH COOPER #01718501ILNL, OR APPROVED EQUAL	1 Each	\$ 7.80	\$ 7.80
52.	VALVE BRASS GATE VALVE 1/2, CITY #W90110NL, SMITH COOPER #01718501GL NL, OR APPROVED EQUAL	1 Each	\$ 5.69	\$ 5.69
SUB-TOTAL				\$ 3409.34
WASHINGTON SALES TAX @ 8.4%				\$ 286.39
GRAND TOTAL				\$ 3695.73

AGREEMENT # _____

LEAD-FREE BRASS FITTINGS – OUTSIDE OF SCHEDULES A & B

This Agreement made and entered into this _____ day of _____, 2018, by and between the City of Vancouver, a municipal corporation, under the laws of the State of Washington, hereinafter referred to as "City" and Ferguson Waterworks, hereinafter referred to as "Contractor," whose address is 14103 NW 3rd Court, Vancouver, WA 98685.

WHEREAS, the City desires to engage the Contractor to supply and deliver lead-free brass fittings, in accordance with the terms of this Agreement. Contractor has agreed to provide afore-mentioned products per its bid proposal in response to City-issued Invitation to Bid (ITB) 18-01, Schedule C.

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

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

The City hereby agrees to engage the Contractor and the Contractor hereby agrees to supply and deliver afore-mentioned lead-free brass fittings and associated products and services in accordance with the specifications hereafter set forth in connection with this Agreement:

1. Supply and Delivery of Lead-Free Brass Fittings Outside of Schedules A & B:

Contractor shall supply and deliver to the City of Vancouver Public Works lead-free brass fittings outside of Schedule A and Schedule B, and associated products and services, as set forth in this Agreement, and in accordance with ITB 18-01 (and its addenda, if any). The Contractor's submitted Bid Proposal under ITB 18-01, Schedule C, and City Purchase Orders issued under this Agreement are hereby incorporated into this Agreement as if fully set forth herein.

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

2. General Requirement:

The Contractor, at its sole cost and expense, shall perform and comply with all applicable laws of the United States and the State of Washington; the Vancouver City Charter, the Vancouver Municipal Code ("VMC"), and ordinances of the City of

ITB 18-01: LEAD-FREE BRASS FITTINGS – SCHEDULE C

Vancouver; and rules, regulations, orders, and directives of their respective administrative agencies and officers.

3. Order or Precedence:

Where there is a conflict among or between any of these documents, the controlling documents shall be the first listed in the following sequence: Amendments to this Agreement; this Agreement; Purchase Orders; Contractor's submitted response to ITB 18-01, Schedule C, and ITB 18-01.

4. Purchase Order:

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

5. Schedule:

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

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

6. Delivery:

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

7. Payment:

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

8. Adjustments:

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

ITB 18-01: LEAD-FREE BRASS FITTINGS – SCHEDULE C

9. Assignment:

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

10. Waiver:

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

11. Binding Effect:

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

12. Remedies Cumulative:

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

13. Severability:

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

14. Taxes:

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

15. Relation of Parties:

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

16. Ownership of Materials, Writings and Products:

All materials, writings, and products produced by Contractor in the course of performing this Agreement shall immediately become the property of the City. In consideration of the compensation provided for by this Agreement, the Contractor hereby further assigns all copyright interests in such materials, writing and products to the City; provided, however, that this clause does not apply to materials, writings, or products in which Contractor has a copyright interest prior to the date of this Agreement. A copy may be retained by the Contractor.

17. Proprietary and Confidential Information:

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

18. Warranties:

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

19. Non-Discrimination and Equal Employment Opportunity:

During the term of this Agreement, the Contractor agrees as follows: The Contractor will not discriminate against any employee or applicant for employment because of creed, religion, race, color, sex, marital status, sexual orientation, political

ITB 18-01: LEAD-FREE BRASS FITTINGS – SCHEDULE C

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

20. Indemnification:

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

21. Order Quantity:

This is an as-needed Agreement; orders will be placed with Contractor via signed Purchase Orders on an as-needed basis. The City is not obligated to any minimum or maximum quantities under this Agreement.

22. Termination:

The City of Vancouver intends to utilize this Agreement for five (5) years from the Agreement effective date. The maximum term for this Agreement is five (5) years.

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

23. Prices:

Proposed percentage discount of 27 percent (27%, per attached Exhibit 1) from published price list submitted with the bid shall be firm throughout the five - (5) year contract period from the effective date of this Agreement. No changes will be

permitted. Contractor shall submit current published price lists to support price adjustment requests.

The City will not incur additional cost, except for the Washington sales tax, when ordering items under this Agreement and when delivering FOB destination.

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

24. Commercial and General Liability Insurance:

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

- \$1,000,000.00 minimum/general liability per occurrence
- \$2,000,000.00 minimum/general aggregate occurrence
- \$1,000,000.00 minimum/automobile combined single limit (each accident)
- City of Vancouver named as additional insured on the commercial general liability policy and an "additional insured" policy endorsement CG2012, CG2026 or equivalent must be included with the certificate of insurance

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

25. Other Liabilities:

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

26. Worker's Compensation:

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

27. Employment Security:

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

28. Compliance with the Law:

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

29. Licenses and Similar Authorizations:

The Contractor, at no expense to the City, shall be responsible to obtain all necessary licenses, permits, and similar legal authorizations required to perform the work associated with this Agreement, including, but not limited to a City of Vancouver Business License and all associated requirements under Ch. 5.04 VMC and Ordinance M-3774, and conform to VMC 5.04.095 (tax per employee ordinance).

30. Notices:

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

City:

Kevin Yin
City of Vancouver
P O Box 1995
415 W 6th Street
Vancouver WA 98668-1995

Contractor:

Koby Rogers
Ferguson Waterworks
14103 NW 3rd Court
Vancouver, WA 98685

31. Amendments:

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

32. Entire Agreement:

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

33. 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 responded to ITB 18-01, Schedule C, and executing this Agreement, the

ITB 18-01: LEAD-FREE BRASS FITTINGS – SCHEDULE C

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

34. Ratification:

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

35. Governing Law/Venue:

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

36. Authority to Execute:

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

CITY OF VANCOUVER,
A municipal corporation

CONTRACTOR:
FERGUSON WATERWORKS

Eric Holmes, City Manager

By: Coby Rogers, Project Manager

Attest:

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

Approved as to form:

E. Bronson Potter, City Attorney

ITB 18-01: LEAD-FREE BRASS FITTINGS – SCHEDULE C

EXHIBIT 1
FERGUSON WATERWORKS
% DISCOUNT OFF PUBLISHED PRICE LIST

SCHEDULE C - DISCOUNT PERCENTAGE FROM PUBLISHED LIST PRICES FOR RELATED LEAD-FREE BRASS FITTINGS NOT SPECIFICALLY CALLED OUT UNDER SCHEDULES A OR B.

Provide a discount percentage from the published list prices submitted with your bid. For example, a discount of 40% from the published list price submitted means the city pays \$60 for an item with a published list price of \$100. The City will not incur additional cost, except for the WA Sales Tax, when ordering items under Schedule C and when delivering F.O.B. Destination. **Please complete below.**

27

% from the published list prices.

Highest percentage discount off the same manufacturer's published price list will be considered to be the lowest net purchase price.

CATALOG/PRICE LIST NUMBER AND/OR EFFECTIVE DATE TO WHICH DISCOUNT APPLIES:

MUELLER CO. NL BRASS EFFECTIVE OCT 1, 2017

Vendor must provide **current published list prices** with submittal and when these list prices are updated and published.

Ordered products shall be delivered within **thirty (30) calendar days** from receipt of our Purchase Order. Shorter delivery time is encouraged. Bids with longer delivery time will be rejected as non-responsive.

*Please complete below. **

DELIVERY WILL BE MADE WITHIN * 25 CALENDAR DAYS AFTER RECEIPT OF PURCHASE ORDER.

STAFF REPORT NO. 032-18

TO: Mayor and City Council
FROM: Eric Holmes, City Manager

DATE: 3/19/2018



Subject: Approval for One Year Health Insurance Stop Loss Policy with ReliaStar Life Insurance Company

Key Points:

- Council authorized the creation of the Joint Self Insurance Health Care Benefit Program (City of Vancouver and Vancouver Housing Authority) effective January 1, 2015, in an effort to address rising health care costs.
- The City purchases stop loss coverage each year to protect itself in the event an employee or their dependent's health costs exceed certain levels under the self-insured plan.
- During 2017, the City solicited bids for stop loss coverage and ReliaStar Life Insurance's Company was the successful bidder.

Objective: Approval of policy with ReliaStar Life Insurance ("ReliaStar") for Stop Loss with the City's self-insured plan for a one-year term effective January 1, 2018.

Present Situation: City staff worked with its broker, USI, Inc., to seek stop loss coverage for its self-insured health benefits program. ReliaStar was the successful bidder; however, the parties have only recently finalized the necessary documents. The City received a confirmation letter from ReliaStar whereby the company agrees to cover all eligible Stop Loss claims from the effective date of the policy even though the Policy is just now being brought to Council for approval. Council approval is needed to provide payment on the premium for the policy.

Advantage(s):

1. Reduce costs from fully insured program
2. Stop Loss protects the City in the event an employee or their dependent's health costs exceed coverage under our health insurance.

Disadvantage(s): None

Budget Impact: Approximately \$530,000 for one year.

Prior Council Review: None.

Action Requested: Approve the Health Insurance Stop Loss policy with ReliaStar Life Insurance.

Attachment(s):

- ReliaStar Life Insurance Company Stop loss Policy Washington State Endorsement
- Supplemental Endorsement
- Application



To request other formats, please contact:
 City Manager's Office
 (360) 487-8600 | WA Relay: 711
Amanda.Delapena@cityofvancouver.us

EXCESS RISK APPLICATION (WA)

ReliaStar Life Insurance Company
("ReliaStar Life")

Home Office: Minneapolis, Minnesota 55440

Plan Sponsor hereby applies for the Excess Risk Policy.

PLAN INFORMATION

Name of Plan Sponsor (exact legal name) City of Vancouver

Address (number and street) 415 W 6th St

City Vancouver

State WA Zip 98668

☐ Corporation ☐ Partnership ☐ Sole Proprietorship ☒ Other. Specify: Government

Nature of Plan Sponsor's Business Legislative Bodies SIC Code 9121

Are subsidiaries, affiliates or other associated entities to be included? ☒ Yes ☐ No

If "Yes," give Names. Vancouver Housing Authority

Relationship to Plan Sponsor Contracted Entity

Please provide the number of individuals covered as noted below:

Eligible Individuals _____ Covered Persons Only _____ Covered Persons with Dependents _____

Enrolled Individuals 465 Covered Persons Only 465 Covered Persons with Dependents _____

Individuals Covered Elsewhere _____ Covered Persons Only _____ Covered Persons with Dependents _____

The initial Contract Period is from January 1, 2018 through December 31, 2018

CLAIM ADMINISTRATOR INFORMATION (Claim Administrator for coverages checked below for the Employee Benefit Plan)

Name of Claim Administrator (exact legal name of entity) Regence Blue Cross (OR)

Address (number and street) 100 South West Market Street

City Portland State OR Zip 97201

* Claim Administrator must be approved by ReliaStar Life prior to acceptance of this Application

INDIVIDUAL EXCESS RISK

Individual Excess Risk: ☒ Yes ☐ No

Benefits To Be Covered: ☒ Medical ☒ Other (Please specify) Prescription Drugs

Initial Coverage Period:

- ☐ Incurred and Paid in 12 months ☐ Incurred in 12 months and Paid in 15 months
☐ Incurred in 15 months and Paid in 12 months ☒ Incurred in 24 months and Paid in 12 months
☐ Paid in 12 months
☐ Other _____

Individual Excess Risk Deductible \$ 200,000 per Individual

Individuals subject to the Individual Adjusted Deductible as identified in the disclosure process: 705128-0118-01 @ \$375,000

Claims for Individuals subject to the Individual Adjusted Deductible that exceed the Individual Excess Risk Deductible amount are excluded under any Aggregate Excess Risk Insurance.

Benefit percentage 100%

INDIVIDUAL EXCESS RISK (Continued)**Maximum Individual Benefit:**

Individual Excess Risk Lifetime Maximum: \$ Unlimited Individual Excess Risk Annual Maximum: \$ Unlimited
Other: \$ _____

Optional Endorsements:

- ☐ Individual Terminal Liability ☐ 3 months ☐ 6 months
☐ Individual Advanced Funding
☐ Individual Gapless Renewal (Only available for 12/15 or 12/18)
☐ Aggregating Individual Deductible: \$ _____ (Individual Excess Risk must be elected)
☒ Plan Mirroring Coordination
☒ Renewal Rate Cap
☐ Other: _____

AGGREGATE EXCESS RISK

Aggregate Excess Risk: ☒ Yes ☐ No

Benefits To Be Covered: ☒ Medical ☒ Vision ☒ Prescription Drugs ☐ Dental ☐ Other (Specify) _____

Initial Coverage Period:

- ☐ Incurred and Paid in 12 months ☐ Incurred in 12 months and Paid in 15 months
☐ Incurred in 15 months and Paid in 12 months ☒ Incurred in 24 months and Paid in 12 months
☐ Paid in 12 months
☐ Other: _____

Aggregate Adjustment Corridor: 125 %

Minimum Annual Aggregate Deductible: See Excess Risk Schedule

ReliaStar Life's Limit of Liability: \$ 2,000,000 per Coverage Period

Optional Endorsements:

- ☒ Plan Mirroring Coordination
☐ Aggregate Terminal Liability ☐ 3 months ☐ 6 months (Individual Terminal Liability must also be elected)
☐ Other: _____

Are retirees covered? ☒ Yes ☐ No

Are retirees age 65 and over covered? ☐ Yes ☒ No

Attached to and incorporated in this Application is a copy of the Employee Benefit Plan that relates to the Excess Risk Policy being applied for.

The Producer/Agent of Record (provided he/she is duly licensed as required by law) is:

Wells Fargo Insurance Services USA Inc

This insurance is to be effective on January 1, 2018 at 12:01 a.m. Standard Time at the Plan Sponsor's place of business, provided that the first premium is paid in full and that the Disclosure Agreement and this Application are accepted by ReliaStar Life.

An advance deposit of \$ N/A is attached. (The deposit is to equal the first premium.) The deposit will be applied toward payment of the premiums on the insurance requested if the application is accepted by ReliaStar Life. If not accepted, the deposit will be refunded to the Plan Sponsor Applicant.

ACKNOWLEDGEMENT & SIGNATURES

By signing this Application below and the Disclosure Agreement, the Plan Sponsor Applicant represents that all statements, answers and information made above in this application and in the Disclosure Agreement are complete and true to the best of its knowledge and belief. Plan Sponsor Applicant further acknowledges and agrees (i) that such statements, answers and information in this Application and in the Disclosure Agreement, together with a copy of the Employee Benefit Plan and other information attached to this application or furnished to ReliaStar Life, are submitted by the Plan Sponsor Applicant as an inducement to, and will be relied upon by, ReliaStar Life, in underwriting this risk and determining whether to accept this application and issue the Excess Risk Policy being applied for; (ii) if such statements, answers and information is/are incomplete or untrue, and such incompleteness or falsity is material to the risk to be insured by ReliaStar Life, any policy issued by ReliaStar Life may be rescinded and/or any benefits that might otherwise be payable thereunder may be denied; and (iii) the Plan Sponsor Applicant has fully read and understands this completed Application and the Disclosure Agreement.

It is a crime to knowingly provide false, incomplete, or misleading information to an insurance company for the purpose of defrauding the company. Penalties include imprisonment, fines, and denial of insurance benefits.

Plan Sponsor Applicant City of Vancouver

Name of Signer (Please print)



Date Signed

12/21/17



By

Julie Nannon

Title

Interim HR Director

ADMINISTRATION AGREEMENT

ReliaStar Life Insurance Company, Minneapolis, MN
ReliaStar Life Insurance Company of New York, Woodbury, NY
Members of the Voya® family of companies
(the "Company")



Policyholder Name (the "Policyholder") City of Vancouver

Policy Effective Date 01/01/2018

Insurance Contracts. The Company issues insurance policies and certificates based on your application and our state approved products (the "Policies"). Our obligations are determined solely by the terms of the policies we issue.

EXCESS RISK COVERAGE

Claim Administration. Upon determination of a potential claim under the Policy, you will confirm employees' eligibility for coverage and provide required eligibility and claim documentation to the Company, either directly or through your health claim administrator. The Company shall be responsible for all claim reviews, determinations and payments under the Policy.

Confidentiality. We will keep confidential all information provided to us by you or your health claims administrator in connection with the Policy, in compliance with applicable law. You authorize your health claims administrator, if any, to release to the Company information and data regarding claims paid to be used in connection with the Policy.

GROUP ANNUAL TERM LIFE, PERSONAL ACCIDENT INSURANCE, DISABILITY, CRITICAL ILLNESS, ACCIDENT AND/OR HOSPITAL CONFINEMENT INDEMNITY COVERAGE

Policy Administration. Your group policy will be "Self-Administered". This means that you or a third party that you engage will be responsible to maintain all enrollment, beneficiary, and billing records for the Policies (as applicable). The records you keep must provide the ability for you and/or your employees to:

- appropriately apply Policy limits and rules
- know how much coverage the employee has at all times
- provide the employee with the appropriate "Conversion" and/or "Portability" documentation (as applicable)
- set up any payroll deductions correctly
- pay premium to the insurance company with supporting documentation
- file a claim

The parties agree that the Policies will be self-administered by Policyholder and that the insurance charges reflect that arrangement.

Communications. All forms and other materials we provide to you must be presented to employees without alteration. Any benefit and eligibility descriptions you or your third party service provider communicates to employees must be consistent with the materials and guidelines we provide to you. We will work carefully with you to make corrections in the case of any inadvertent error in communications. However, you are responsible for any costs incurred in correcting errors caused by incorrect data you provide to employees or to Company, including incorrect benefit descriptions and eligibility determinations.

Evidence of Insurability. If evidence of insurability is required in connection with an application for coverage under the terms of a Policy, you will apply the evidence of insurability rules appropriately, obtain the necessary forms from any applicant for such coverage and provide those forms to the Company.

Claim Administration. Upon receipt of notice of a potential claim under a Policy, you will confirm employees' eligibility for coverage and provide required claim documentation at the Company's request. The Company shall be responsible for all claim reviews, determinations and payments.

Summary Plan Description. If you request that we provide Summary Plan Description(s) ("SPD") for distribution to ERISA plan participants, we will provide the SPD using our standard language and format unless otherwise directed by you. Any legal advice as to the style, format, content or distribution of the SPD must be provided by your legal counsel. We are unable to provide legal advice to your plan and assume no responsibility for meeting ERISA's disclosure requirements.

Indemnity. Each party shall indemnify and hold the other harmless against any and all losses, claims, damages, costs or expenses (including reasonable attorneys' fees) which the indemnified party may become obligated to pay resulting from 1) the indemnifying party's error or omission in performing obligations under this Agreement, except to the extent that the indemnified party has caused or significantly contributed to such error or omission, and 2) any breach by the indemnifying party of any of its obligations under this Agreement regardless of whether such breach is either willful or negligent.

GENERAL ADMINISTRATION – ALL PRODUCTS:

Record Keeping. You agree to maintain accurate books and records documenting the administration of the Policies, including employee demographics, eligibility records, dependent data, coverage amounts, enrollment history, payroll deductions, benefit elections and beneficiary designations (as applicable). Such records must be maintained for a period of seven (7) years following termination of the Policies to which they relate. Upon reasonable notice, we shall have the right to review, inspect and audit, at our expense, the books, records, data files or other information maintained by you or your vendor related to the Policies.

Transmission of Data. You are responsible for the accuracy and security of data transmitted to us, including data transmitted by any third party service provider you engage to assist in administration of your benefit plans. Each party will establish and maintain (1) administrative, technical and physical safeguards against the destruction, loss or alteration of data, and (2) appropriate security measures to protect data, which measures are consistent with all state and federal regulations relating to personal information security, including, without limitation, the Gramm-Leach-Bliley Act.

Premium payment. If you engage a third party to submit premium to us, we will not consider the premium paid until it is received in our Home Office.

General terms. This Agreement will remain in effect during the duration of the Policy and will terminate automatically upon termination of all Policies. This Agreement may be amended only in writing signed by both parties. In the event of any conflict or inconsistency between the terms of this Agreement and the terms of any Policy, the terms of the Policy shall control.

Governing law. This Agreement shall be governed in all respects, including validity, interpretation and effect, without regard to principles of conflict of laws, by the law of the state where the Policy is issued.

Accepted and Agreed to:

Policyholder Name (Please print.) City of Vancouver

Policyholder Authorized Signature [Signature] Date 12/21/17

Print signer's name and title Inferim HR Director Julie Hannon

RELIASTAR LIFE INSURANCE COMPANY

RELIASTAR LIFE INSURANCE COMPANY OF NEW YORK

Company Authorized Signature [Signature] Date 12/13/2017

Print signer's name and title Cheryl Kusick, Vice President

Voya Employee Benefits

Megan Frey

520 Pike Street Suite 2510 Seattle, WA 98101

City of Vancouver

Debby Watts

415 W 6th St, Vancouver, WA 98668

February 28, 2018

Sent via email: Debby.Watts@cityofvancouver.us

RE: City of Vancouver; Group #705128, Stop Loss Policy Clarification

Dear Ms. Watts:

This letter is in response to the City's questions on the provisions within the Voya Stop Loss Contract. We have addressed each concern below, providing additional clarity to the contract wording:

Item 1: Page 4 and 5 Definitions – Voya will mirror the Plan Document for Experimental and Investigational. We also request mirroring Medical Necessary and Usual and Customary as well. We agree to plan mirror the City's Plan Document for Experimental and Investigational (by waiving exclusion F in the Voya Stop Loss Policy), and Usual and Customary (by waiving exclusion B in the Voya Stop Loss Policy). Voya's Stop Loss Policy for City of Vancouver is being updated to remove the definition of medically necessary therefore Voya's definition would mirror the city's underlying medical plan document definition.

Item 2: Page 9 of Exclusions and Limitations – Section A-2 – will covered individuals eligible for Medicare be covered? We need to confirm that Voya will not restrict payment of claims that would be otherwise considered for payment in the event a member who is eligible for Medicare, not elect to enroll in Medicare. Medicare Secondary Payer rules prohibit Plan Sponsors to require members enroll in Medicare if they are eligible. We do not see a potential gap in coverage. If someone is over 65 and actively working the group plan would be the primary payer and Medicare would be secondary. We would adjudicate any eligible claims received accordingly. If there is a ESRD claim, the city's plan doc appears to also follow standard Medicare eligibility guidelines, which would mean is a participant is eligible for Medicare benefits because of ESRD, the benefits of the Plan will be determined before Medicare benefits for the first 30 months of Medicare entitlement. Medicare would be primary after the first 30 months.

Item 3: Page 9 of Exclusions and Limitations – Section E – confirm this paragraph would be applied as defined by the Plan (i.e. emergency) – We would request that Voya agree to mirror the Plan Document definition of emergency as well as the administrative application of benefits by Regence. We not define emergency in the Stop Loss Policy. Therefore, Voya's definition would mirror the city's underlying medical plan document definition.

We greatly appreciate your business. Should you have any questions, please contact me at (206) 676-6106.

Sincerely,



Megan Frey
Executive Regional Manager

Cc: Debra Quinn, Scott Haas, Erik Davis, Mary Peareault, Sarah Perry



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Voya.com

*ReliaStar Life Insurance Company, a member of
The Voya family of companies*

RELIASTAR LIFE INSURANCE COMPANY

Home Office: Minneapolis, Minnesota 55440

POLICY NUMBER: 705128-EXRSK
EFFECTIVE DATE: January 1, 2018
ANNIVERSARY DATE: January 1
PLAN SPONSOR: City of Vancouver

Subject to the terms, conditions and limitations of this Policy, ReliaStar Life Insurance Company ("We", "Our" or "Us") agrees to pay the benefits stated in this Policy when We receive Proof of Loss.

This Policy is issued to the Plan Sponsor ("You" or "Your") shown above in consideration of Your Excess Risk Application, the signed Disclosure Agreement and payment of premiums when due. A copy of Your Excess Risk Application and the Disclosure Agreement are attached to and form a part of this Policy. You own this Policy and have certain rights and obligations as stated in this Policy.

This Policy is effective on the Effective Date shown above. All periods of insurance will begin and end at 12:01 a.m. Central Time.

The first premium is due and payable in full on the Effective Date. Each subsequent premium is due and payable in full on its respective Premium Due Date(s) as shown on the Excess Risk Schedule.

Our obligations under this Policy are limited to the terms, conditions and limitations of this Policy. We are not a party to, responsible for, or a guarantor of, the benefits provided under the Employee Benefit Plan. We are not a Plan Administrator or Fiduciary with respect to the Employee Benefit Plan as those terms are used in the Employee Retirement Income Security Act of 1974, as amended.

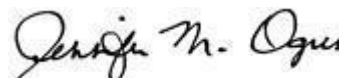
This Policy is delivered in the state of Washington and is governed by its laws.

Executed at Minneapolis, Minnesota on February 28, 2018.



President

Registrar



Secretary

This Policy Reimburses the Plan Sponsor Only
Aggregate Excess Risk Insurance
Individual Excess Risk Insurance

Noncontributory

Nonparticipating

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DEFINITIONS

AGGREGATE ADJUSTMENT CORRIDOR means the Aggregate Adjustment Corridor as shown on the Excess Risk Schedule.

BENEFIT MONTH means any calendar month during which this Policy is in force.

CLAIM ADMINISTRATOR means a firm or person which has entered into a written agreement with You to pay claims for the Employee Benefit Plan and who has been approved by Us. The Claim Administrator acts on Your behalf and as Your agent and not as Our agent. The duties of the Claim Administrator under this Policy are described in the Claim Administrator Responsibilities section of this Policy.

CONTRACT PERIOD means the time period as shown on the Excess Risk Schedule that is used in determining a Plan Sponsor's eligibility for benefits under this Policy. The initial Contract Period is shown in Your Excess Risk Application. Subsequent Contract Periods are shown on a separate, subsequent Excess Risk Schedule(s).

COVERAGE PERIOD means the time period as shown on the Excess Risk Schedule.

COVERED DEPENDENT(S) means, subject to the terms, conditions and limitations of this Policy, a Covered Person's dependent who is covered by the terms of the Employee Benefit Plan. If a person becomes a dependent of a Covered Person and such dependent is covered under the terms of the Employee Benefit Plan, coverage will be provided under this Policy for expenses Incurred by You on behalf of such dependent.

COVERED PERSON means a person enrolled in the Employee Benefit plan who is entitled to receive benefits under that Plan while this Policy is in force. A Covered Person includes:

- A. Legally employed covered employees of Yours;
- B. Participating COBRA beneficiaries; and
- C. Retirees, as defined by the Employee Benefit Plan, may be Covered Persons if they are included on the Excess Risk Schedule.

COST CONTAINMENT VENDOR means a third party contracted to reduce or control the cost of services or supplies provided to Covered Persons and Covered Dependents under the Employee Benefit Plan.

ELIGIBLE AGGREGATE EXCESS RISK EXPENSES means Eligible Aggregate Excess Risk Expenses as defined in the Aggregate Excess Risk Expenses section of the Policy if this coverage is elected by the Plan Sponsor.

ELIGIBLE EXCESS RISK EXPENSES means either Eligible Aggregate Excess Risk Expenses or Eligible Individual Excess Risk Expenses.

ELIGIBLE INDIVIDUAL EXCESS RISK EXPENSES means Eligible Individual Excess Risk Expenses as defined in the Individual Excess Risk Expenses section of the Policy.

EMPLOYEE BENEFIT PLAN means a self-funded plan of benefits which the Plan Sponsor provides for eligible Covered Persons and their eligible Covered Dependents. The benefits are described in a written Plan document. A copy of the written Plan document in effect on the Effective Date of this Policy is attached to the Excess Risk Application. Amendments to the Employee Benefit Plan will be covered by this Policy when they become effective under such plan only to the extent provided in the Material Change Provisions section of this Policy.

EXPECTED CLAIMS means the amount of claims that, in the absence of an excess risk policy or other insurance or evidence of coverage, are projected by Us to be Incurred under an employer-sponsored plan covering health care expenses.

DEFINITIONS

EXPERIMENTAL OR INVESTIGATIONAL means, for the purpose of determining Eligible Excess Risk Expenses under this Policy, a treatment, device, or drug other than covered off-label drug use that:

- A. Is governed by the United States Food and Drug Administration ("FDA") and the FDA has not approved the treatment, device or drug for the particular condition at the time the treatment, device or drug is provided; or
- B. Is provided as part of an ongoing Phase I or II or III clinical trial as defined by the National Institutes of Health, National Cancer Institute or the FDA. In the event that an FDA approved drug or device is used for a particular condition during an ongoing Phase I or II or III clinical trial, and one or more other drugs or devices not FDA approved for such trial are also used, then all FDA approved and FDA non-approved drugs or devices shall be considered experimental or investigational; or
- C. Is documented in published U.S. peer-reviewed medical literature stating that further research, studies, or clinical trials are necessary to determine the safety, toxicity or efficacy of the treatment, device or drug; or
- D. Is any treatment, device, drug or hospital confinement that arises from, relates to, or is provided in connection with the Experimental or Investigational treatment or drug whether or not the treatment, drug or hospital confinement, on their own, are considered standard of care.

INCURRED means the date on which services relating to an Eligible Excess Risk Expense were provided to a Covered Person or a Covered Dependent under the Employee Benefit Plan.

INDEPENDENT REVIEW ORGANIZATION means the organization for external review as required under the Patient Protection and Affordable Care Act and as utilized by the Employee Benefit Plan.

INDIVIDUAL ADJUSTED DEDUCTIBLE means either a Covered Person or Covered Dependent whose expenses are excluded under the Policy or an amount applied to Covered Persons or Covered Dependents identified on the Excess Risk Schedule for the Coverage Period who have a deductible separate from the Individual Excess Risk Deductible under the Policy.

MANAGED CARE NETWORK means a Preferred Provider Organization (PPO), Exclusive Provider Organization (EPO), Point of Service Plan (POS), self-funded Health Maintenance Organization (HMO), or any Managed Care Network offered by You.

DEFINITIONS

MONTHLY AGGREGATE CORRIDOR means the Monthly Aggregate Factor multiplied by the Aggregate Adjustment Corridor, as shown on the Excess Risk Schedule.

MONTHLY AGGREGATE FACTOR means the amount of Expected Claims per month per Covered Person. The initial Monthly Aggregate Factor(s) is/are as shown on the Excess Risk Schedule. We will re-determine the Monthly Aggregate Factor on each anniversary of the Effective Date of Your coverage under this Policy and on the effective date of each Material Change to the Employee Benefit Plan.

PAID means the latest of the following dates:

- A. The covered expense is approved by You according to the terms of the Employee Benefit Plan; and
- B. The draft or check is mailed, or the date the wire or other legal electronic transfer of funds has been issued by the Plan Sponsor to the Covered Person or his or her assignee;
- C. Sufficient funds are on deposit on the date the check, draft or electronic transfer is issued to permit the check, draft or electronic transfer to be honored.

PLAN SPONSOR means You, the organization, shown on the face page of this Policy, who is described in the Excess Risk Application and who is approved for coverage by Us under this Policy.

PRESCRIPTION DRUG PLAN means either a benefit provision of the Employee Benefit Plan or a separate employee benefit plan maintained by You, under which prescription drug expenses are Paid independently of other medical expenses.

PROOF OF LOSS means Proof of Loss as defined in the Premium and Claims Provisions section of this Policy.

USUAL AND CUSTOMARY means the usual and customary charge for the locality where the expenses are Incurred.

WORKERS' COMPENSATION means benefit payments to any eligible Covered Person or Covered Dependents as required by state law for accidents or occupational disease arising out of, or in connection with, the Covered Person's or Covered Dependent's employment.

INDIVIDUAL EXCESS RISK INSURANCE

ELIGIBLE INDIVIDUAL EXCESS RISK EXPENSES

Eligible Individual Excess Risk Expenses are those claims Incurred and Paid within the Coverage Period shown on the Excess Risk Schedule.. All such expenses must be eligible expenses under the terms of the Employee Benefit Plan and covered under the terms of this Policy. The Coverage Period and rates for Excess Risk Insurance are shown on the Excess Risk Schedule. A separate Excess Risk Schedule applies to each Coverage Period. Eligible Individual Excess Risk Expenses are the benefits which Our audit has determined to be properly payable by You. Such benefits must be Paid during the Coverage Period to or on behalf of a Covered Person or Covered Dependent according to the terms of the Employee Benefit Plan. However, such expenses are subject to both the Exclusions section of this Policy and the Excess Risk Schedule. Our Claim Audit procedures are contained in the Miscellaneous Provisions of this Policy. Expenses Incurred under a Prescription Drug Plan will be included as Eligible Individual Excess Risk Expenses only if Prescription Drugs are shown on the Excess Risk Schedule..

WHEN BENEFITS WILL BE PAID

Individual Excess Risk benefits will be paid when a Covered Person or Covered Dependent has exceeded the Individual Excess Risk Deductible during the Coverage Period shown on the Excess Risk Schedule, subject to all of the terms, conditions and limitations of this Policy. Upon Our acceptance and approval of Proof of Loss, We will pay benefits to You for Eligible Individual Excess Risk Expenses that exceed the Individual Excess Risk Deductible shown on the Excess Risk Schedule for claims Paid that are:

- A. Incurred while the Employee Benefit Plan is in effect;
- B. Paid according to the terms of the Employee Benefit Plan; and
- C. Incurred and Paid during the Coverage Period shown on the Excess Risk Schedule.

AMOUNT OF BENEFIT PAYABLE

The Individual Excess Risk benefit payable is subject to the Maximum Individual Benefit, if any, shown on the Excess Risk Schedule and shall be equal to the product of:

- A. The Benefit Percentage, multiplied by
- B. The amount of eligible benefits Paid to or on behalf of a Covered Person or a Covered Dependent under the Employee Benefit Plan during the Coverage Period which exceeds the Individual Excess Risk Deductible.

The Benefit Percentage, Individual Excess Risk Deductible and Coverage Period are shown on the Excess Risk Schedule.

TO WHOM BENEFITS WILL BE PAID

Individual Excess Risk benefits will be paid to You. We will not make payment directly to any Covered Person, Covered Dependent, benefit provider or anyone else. You shall not represent Us as the insurer of benefits provided by the Employee Benefit Plan.

AGGREGATE EXCESS RISK INSURANCE

ELIGIBLE AGGREGATE EXCESS RISK EXPENSES

Eligible Aggregate Excess Risk Expenses are claims Incurred and Paid within the Coverage Period as shown on the Excess Risk Schedule. All such expenses must be eligible expenses under the terms of the Employee Benefit Plan and covered under the terms of this Policy. The Monthly Aggregate Factor and claims basis for Excess Risk insurance apply to the Coverage Period shown in the Excess Risk Schedule. A separate Excess Risk Schedule applies to each new Coverage Period. Eligible Aggregate Excess Risk Expenses are benefits which Our audit has determined to be properly Paid by the Plan Sponsor. Such expenses must be Paid on behalf of a Covered Person or Covered Dependent according to the terms of the Employee Benefit Plan. These expenses are subject to all of the terms, conditions and limitations of this Policy, including the Exclusions and Limitations section of this Policy and the Excess Risk Schedule. Our claim Audit Procedures are contained in the Miscellaneous Provisions of this Policy. Expenses Incurred under a Prescription Drug Plan will be included as Eligible Aggregate Excess Risk Expenses only if Prescription Drugs are included on the Excess Risk Schedule and Excess Risk Application.

Eligible Aggregate Excess Risk Expenses do not include:

- A. Benefits payable under any Individual Excess Risk or Excess Risk Insurance issued to You by Us or any other insurer; or
- B. Eligible Individual Excess Risk Expenses in excess of the Individual Excess Risk Deductible; or
- C. Eligible Individual Excess Risk Expenses in excess of the Individual Excess Risk Deductible amount for expenses Incurred by any Covered Person or Covered Dependent who is subject to the Individual Adjusted Deductible.
- D. Any other benefits Paid by any other entity providing the same or similar coverage as the Employee Benefit Plan during the Coverage Period.

WHEN BENEFITS WILL BE PAID

Aggregate Excess Risk benefits will be paid after the end of the Coverage Period if the deductible described below is satisfied, subject to all terms, conditions and limitations of this Policy. Upon acceptance of Proof of Loss, We will pay benefits to You for Eligible Aggregate Excess Risk Expenses that exceed the Annual Aggregate Excess Risk Deductible for claims Paid that are:

- A. Incurred while the Employee Benefit Plan is in force;
- B. Paid according to the terms of the Employee Benefit Plan; and
- C. Incurred and Paid during the Coverage Period shown on the Excess Risk Schedule.

AMOUNT OF BENEFIT PAYABLE

The Aggregate Excess Risk benefit payable is the amount of Eligible Aggregate Excess Risk Expenses Paid which exceeds the Annual Aggregate Excess Risk Deductible for the Coverage Period. In no event will We pay more than Our Limit of Liability as shown on the Excess Risk Schedule under "Aggregate Excess Risk".

ANNUAL AGGREGATE EXCESS RISK DEDUCTIBLE

The Annual Aggregate Excess Risk Deductible for a Coverage Period will be the greatest of:

- A. An amount equal to the sum of 12 monthly amounts for the Contract Period where such monthly amount is equal the Monthly Aggregate Corridor, multiplied by the number of Covered Persons covered under the Employee Benefit Plan on the first day of each month of the Contract Period. If the Contract Period is less than 12 months, the sum of monthly amounts for the months completed will be divided by the number of months completed in the Contract Period and multiplied by 12. If the number of Covered Persons decreases, the decrease in the number of Covered Persons may not be reduced by more than 5% of the previous month's Covered Persons. During any period in which any of Your employees are absent from work due to a strike, lock out, or work stoppage, the number of Covered Persons will remain at the same level as for the month before the disruption began.

AGGREGATE EXCESS RISK INSURANCE

If this Policy terminates during a Contract Period, the deductible will be based on a Contract Period of 12 full months. The Monthly Aggregate Corridor, multiplied by the sum of the monthly amounts for the months completed will be divided by the number of months completed in the Contract Period and multiplied by 12. Calculation of the deductible in this manner will not affect the termination of Aggregate Excess Risk benefits on the date this Policy actually terminates; or

- B. The Monthly Aggregate Corridor multiplied by 100 multiplied by 12; or
- C. The Monthly Aggregate Corridor, as shown on the Excess Risk Schedule for renewal, multiplied by 85% of the number of Covered Persons under the Employee Benefit Plan at the beginning of the eleventh month of the prior Contract Period, multiplied by 12; or
- D. The Minimum Annual Aggregate Deductible shown on the Excess Risk Schedule.

TO WHOM BENEFITS WILL BE PAID

Aggregate Excess Risk benefits will be paid to You. We will not make payment directly to any Covered Person, Covered Dependent, benefit provider or anyone else. You shall not represent that We are the insurer of benefits provided by the Employee Benefit Plan.

EXCLUSIONS AND LIMITATIONS

Eligible Excess Risk Expenses shall not include the following, whether or not such expenses are covered under the Employee Benefit Plan, unless otherwise specifically included in the Excess Risk Schedule:

- A. Any portion of an expense which You are not obligated to pay under the Employee Benefit Plan, or which is reimbursable to You pursuant to or because:
 - 1. Another group health benefit program; or
 - 2. The Covered Person or Covered Dependent is covered under, or eligible for, Medicare, the Railroad Retirement Program, Worker's Compensation, or any similar federal, state or local program or statute; or
 - 3. Any coordination of benefits or non-duplication of benefits provision of the Employee Benefit Plan;
- B. Benefits Paid under the Employee Benefit Plan which are in excess of Usual and Customary charges;
- C. Expenses associated with the administration of the Employee Benefit Plan including, but not limited to, claim payment fees, PPO access fees, premium functions, medical review and consultant fees unless otherwise payable under the Reimbursement of Certain Fees provision;
- D. Expenses Paid by You or the Claim Administrator relating to any litigation concerning the Employee Benefit Plan, including, but not limited to, attorneys' fees, legal or investigative expenses, expert fees, extra-contractual damages, compensatory damages and punitive damages;
- E. Benefits Paid for expenses Incurred outside of the U.S. except in emergency situations. Emergency situations are defined as instances of a serious injury, the onset of a serious condition which requires immediate medical intervention to prevent death, or a serious impairment of health. Emergencies do not include elective care or care of minor illness or injury;
- F. Expenses which are Experimental or Investigational; and
- G. Benefits Paid under the Employee Benefit Plan for individuals who should have been, but were not, included in the most recent Disclosure Agreement.

MATERIAL CHANGE PROVISIONS

MATERIAL CHANGE: You must give Us written notice within 31 days of any Material Change to the Employee Benefit Plan which in Our reasonable judgment may have a material adverse financial, economic or other effect on Our liability under this Policy. **Failure to provide such notice could result in termination of this Policy or denial of benefits payable on behalf of a Covered Person or Covered Dependent.** Notice must be provided to:

Reliastar Life Insurance Company
20 Washington Avenue South
Route 5499
Underwriting Department
Minneapolis, MN 55401

A Material Change includes, but is not limited to, a change to, or of, any of the following:

- A. The information disclosed by You upon which Our assessment of risk was based;
- B. The Employee Benefit Plan;
- C. The Claim Administrator or Managed Care Network;
- D. An increase or decrease in the number of Covered Persons and Covered Dependents that exceeds 15% of the current number covered under the Employee Benefit Plan;
- E. The insolvency or inability to pay obligations of You or the Employee Benefit Plan; or
- F. A merger, acquisition or similar transaction involving You or any of Your affiliates or subsidiaries.

If You amend the Employee Benefit Plan or change Your business so as to result in a material adverse financial, economic or other effect on Our liability or risk under this Policy, We will have the right to (i) recalculate Monthly Aggregate Factor(s) and Individual Excess Risk Monthly Premium Rates as shown on the Excess Risk Schedule and continue this Policy, or (ii) terminate this Policy in accordance with the Policy Termination provision of this Policy. If We elect to continue this Policy, the new Monthly Aggregate Factor(s) and Individual Excess Risk Monthly Premium Rate will be effective on the date specified by Us.

EMPLOYEE BENEFIT PLAN AMENDMENTS: You must give Us written notice of any amendment to the Employee Benefit Plan at least 31 days prior to the effective date of the amendment. If the amendment changes the benefits under the Employee Benefit Plan, Your Monthly Aggregate Factor(s) and Individual Excess Risk Monthly Premium Rate as shown on the Excess Risk Schedule will be recalculated. Any revision to Your Monthly Aggregate Factor(s) or Individual Excess Risk Monthly Premium Rate due to an amendment will become effective on the effective date of the amendment. If We do not receive notice from You prior to the effective date of the Plan amendment, We will determine if benefits are payable based on Your Monthly Aggregate Factor(s) and Individual Excess Risk Monthly Premium Rate calculated (1) without the amendment or (2) with the amendment, whichever is greater.

PREMIUM AND CLAIM PROVISIONS

PAYMENT OF PREMIUMS: You must pay the premium for this Policy to Us on or before the Premium Due Date specified in the Excess Risk Schedule.

GRACE PERIOD: A Grace Period of 45 calendar days will be allowed for the payment of each premium due after the first premium has been paid. This Policy will continue in force during the Grace Period. If a premium is not paid by the end of the Grace Period, this Policy will terminate as of the last date for which premium was paid. We may deduct the amount of any premium due for a Grace Period from any benefit We may owe You under this Policy.

PREMIUM RATES: The initial premium rates are stated in the Excess Risk Schedule. We may change the premium rates:

- A. Whenever You amend or materially change the Employee Benefit Plan; or
- B. When this Policy is amended; or
- C. On any Premium Due Date after the first Contract Period.

PREMIUM DATA: You must provide a report to Us with each premium payment, in a form satisfactory to Us, that lists:

- A. The number(s) of participants in the Employee Benefit Plan on the first day of the Benefit Month, as categorized under Coverage Description on the Excess Risk Schedule; and
- B. The amount of premium paid.

You acknowledge and understand that We use such premium data reports solely to process premium. Such premium data reports do not replace any report required, or which may be required, under the Reporting Requirements provision of this Policy.

PROOF OF LOSS: You or the Claim Administrator must request payment and provide complete and accurate Proof of Loss, in form and content acceptable to Us, to support a claim within 180 calendar days after the end of the Coverage Period. We may deny any claim(s) received after the end of the 180 calendar day period. However, any claim that is either submitted, or that remains incomplete, more than 180 days after the termination of this Policy will be denied.

PAYMENT OF CLAIMS: All benefits payable under this Policy will be paid to You and to no one else.

REPORTING REQUIREMENTS: You are required to provide periodic reports to Us as described below.

For Individual Excess Risk benefit reporting, You or the Claim Administrator must give notice to Us when the total amount of Eligible Individual Excess Risk Expenses Paid by You for a Covered Person or Covered Dependent equals or exceeds 50% of the Individual Excess Risk Deductible, or has the potential to exceed 50% of the Individual Excess Risk Deductible. Your failure to provide prompt notice may result in an adjustment of any Individual Excess Risk benefits payable to You, if any, to reflect any savings We could have obtained had prompt notice been given. Similar reporting shall be required for any Eligible Excess Risk Expenses Paid for a Covered Person or Covered Dependent subject to a deductible separate from the Individual Excess Risk Deductible as an Individual Adjusted Deductible as shown on the Excess Risk Schedule.

You or the Claim Administrator are required to provide Us with notice of any potential Individual Eligible Excess Risk claim within 31 days of the date:

- A. Covered Person's or Covered Dependent's Eligible Incurred Expenses exceed 50% of the Individual Excess Risk Deductible; or
- B. You or the Claim Administrator or Your medical management, utilization review, Prescription Drug Plan, precertification vendors, or any other party acting on Your behalf, are notified that a Covered Person or Covered Dependent has been diagnosed with, or treated for, a catastrophic condition which, if Paid, would result in an Eligible Expense under this Policy that would equal or exceed 50% of the Individual Excess Risk Deductible.

PREMIUM AND CLAIM PROVISIONS

For Aggregate Excess Risk benefit reporting, You or the Claim Administrator are required to provide Us with a monthly report that lists:

- A. The total amount of Eligible Aggregate Excess Risk Expenses Incurred within the Coverage Period by any Covered Person or Covered Dependent and Paid by or on behalf of You during that Benefit Month; and
- B. The number(s) of participants in the Employee Benefit Plan on the first day of the Benefit Month, as categorized under Coverage Description as shown on the Excess Risk Schedule. The Aggregate Benefit Report must be provided to Us within 31 days after the end of each Benefit Month.

TERMINATION AND RENEWAL PROVISIONS

POLICY TERMINATION: This Policy will terminate on the earliest of the following circumstances:

- A. If You fail to pay the required premium by the end of the Grace Period, this Policy will terminate in accordance with the Premiums provision of this Policy.
- B. If the Employee Benefit Plan terminates, this Policy will terminate on the date the Employee Benefit Plan terminates.
- C. If You fail to maintain a minimum of 100 Covered Persons covered under the Employee Benefit Plan at any time during the Contract Period, We may elect to terminate this Policy at the end of the first month during which there are less than 100 enrolled Covered Persons.
- D. This Policy will terminate at the end of the Contract Period unless You and We agree in writing to renew this Policy.
- E. If You or the Claim Administrator fail to satisfy any of its obligations under this Policy, We reserve the right to terminate this Policy by giving You 60 days advance written notice.
- F. We may terminate this Policy at the end of the Contract Period by providing You 45 days advance written notice.

We will not refund any portion of the premium paid by You if this Policy terminates during a Contract Period.

If this Policy terminates prior to the end of the Contract Period, the Contract Period will be revised to end on the date of the effective date of the termination of the Policy and any specified number of months of the Coverage Period as shown on the Excess Risk Schedule will be reduced by the number of months by which the original Contract Period was shortened.

REQUIREMENTS TO RENEW COVERAGE: If this Policy terminates, You may request that it be renewed. This Policy may not be renewed unless We approve Your request for renewal and all of the following conditions are satisfied:

- A. The number of Covered Persons enrolled in the Employee Benefit Plan must equal or exceed the minimum enrollment shown on the Excess Risk Schedule;
- B. You must furnish Us with information showing monthly Paid claims and enrollment data, organized by covered benefit;
- C. You must furnish Us with large claim information, including amount and diagnosis for any Covered Person or Covered Dependent, pursuant to the terms of the Disclosure Agreement;
- D. You must furnish Us with a census of all Covered Persons and Covered Dependents;
- E. You must furnish Us with a summary of the number of Covered Persons by residence zip code; and
- F. You must furnish Us with a summary report of Your Managed Care Networks(s), setting forth the average hospital discounts per day.

Our approval to renew the Policy may be subject to terms, conditions and limitations. If we renew this Policy, We will furnish You with a revised Excess Risk Schedule.

GENERAL PROVISIONS

NON-PARTICIPATING: This Policy does not pay a dividend and shall not be entitled to share in Our surplus earnings.

ENTIRE CONTRACT: The entire contract between You and Us consists of:

- A. The Policy;
- B. Your Excess Risk Application (a copy of which is attached to this Policy when issued);
- C. The Excess Risk Schedule;
- D. The signed Disclosure Agreement (a copy of which is attached to this Policy when issued); and
- E. Any Endorsements included with and made part of this Policy.

All statements made by You shall be deemed representations and not warranties. No such statement shall be used in defense to a claim under this Policy unless it is contained in the written Excess Risk Application or Disclosure Agreement and is signed by You or is attached to this Policy.

MISREPRESENTATION: If:

- A. You make any material misstatement, omission or misrepresentation, whether intentional or unintentional, in the information or documentation that You, the Claim Administrator or any other party acting on Your behalf provide to Us, and which We rely upon during the underwriting of this Policy; or
- B. After this Policy is issued, We learn of any expense or claim that was Incurred or Paid, but not reported to Us during the underwriting of this Policy, then, in such event:

We reserve the right to deny any such claim, rescind this Policy or to revise the premium rates, deductibles, and terms, conditions and limitations of this Policy in accordance with Our underwriting practices in effect at the time the Policy was underwritten. Any such revisions may be made retroactive to the Policy Effective Date.

LEGAL ACTION: Legal action may not be taken to receive benefits until 60 days after the date Proof of Loss is received in accordance with the terms of this Policy. Legal action must be taken within 3 years after the date Proof of Loss is submitted.

This Policy is deemed made in the state in which it was delivered, as shown on the face page of this Policy. Any lawsuits brought by either party against the other related to this Policy must be brought in that state and settled according to its laws.

ASSIGNMENT: You may not assign, pledge or transfer, in whole or in part, this Policy or any interest therein or any benefits payable hereunder without Our prior written consent. Any such action will be void and of no effect.

CLERICAL ERROR: No clerical error, whether made by You, the Claim Administrator, or Us, that relates to recordkeeping, reporting, payment of benefits or premiums, will invalidate coverage otherwise validly in force or continue coverage otherwise validly terminated. However, upon discovery of such error or delay an equitable adjustment of premiums or benefits will be made. In the event that claims data and/or enrollment information furnished to Us is missing or incorrect, We have the right to recalculate the Monthly Aggregate Factor(s) and Individual Excess Risk Monthly Premium Rate as shown on the Excess Risk Schedule using the corrected information.

A clerical error is a mistake in performing a clerical function, such as typing, but does not include Your acts or Your failure to comply with the provisions of the Employee Benefit Plan or this Policy. This paragraph shall not be construed in any way to impair Our rights under the Misrepresentation provision of this Policy.

POLICY AMENDMENTS/CHANGES: We may amend this Policy on any renewal date. No change in this Policy is valid unless it is approved and signed by one of Our designated corporate officers or an Assistant Secretary. Insurance producers do not have the right to change this Policy, waive any of its provisions, or bind Us in any way.

YOUR BANKRUPTCY OR INSOLVENCY: Eligible Excess Risk Expenses will not be affected by Your bankruptcy or insolvency. In the event of Your bankruptcy or insolvency, subject to the terms, conditions and limitations of this Policy, We may pay to Your receiver, trustee, liquidator or legal successor amounts otherwise payable under this Policy.

GENERAL PROVISIONS

We will make such payments only if You have paid all required premiums and have Paid all eligible expenses under the Employee Benefit Plan, and have complied with all Your obligations under this Policy. Nothing in this section shall increase Our liability beyond that which would have existed had You not become insolvent or bankrupt.

INDEMNIFICATION: You agree to indemnify, defend and hold Us harmless from any liability, damages of any kind, interest, penalties, or expenses (including without limitation, attorney's fees) arising from, relating to or concerning in any way whatsoever, any dispute or legal action by or involving a Covered Person, Covered Dependent, or a provider of services to a Covered Person or a Covered Dependent.

CONFORMITY WITH STATE STATUTES: Any provision of this Policy which, on the Effective Date of this Policy, conflicts with any law of the state where this Policy is delivered, shall be deemed to be automatically amended to conform to the minimum requirements of such law.

REIMBURSEMENT: Your rights under the Employee Benefit Plan to recover sums Paid during the Coverage Period on behalf of a Covered Person or Covered Dependent, are assigned by You to Us to the extent of any benefits paid under this Policy. You agree to promptly recover such sums, at Your cost, by initiating legal action or other effective means. Within 10 days of initiating any action or other means for recovery, You shall notify Us, and We shall have the right to intervene in any suit or other proceeding to protect Our reimbursement rights. Any recovery, whether by settlement, judgment, or otherwise, shall be treated as a reduction of Eligible Excess Risk Expenses by You for the Coverage Period during which it was reported and We shall be entitled to receive full reimbursement to the extent of benefits paid under this Policy.

REINSTATEMENT: If this Policy is terminated for non-payment of premium, We reserve the right to reinstate it as of the date it terminated upon payment of all outstanding premium. You must furnish all information requested by Us before We will consider reinstating this Policy. Reinstatement may be subject to terms, conditions and limitations.

NO THIRD PARTY BENEFICIARY: The Policy is issued by Us to You, and to no one else. The provisions of this Policy are not intended to confer any benefits upon any person or entity other than You, and no person or entity is an intended third party beneficiary of this Policy.

PREPARATION OF POLICY: Because You and We are both sophisticated entities, in the event of an ambiguity in or dispute regarding the interpretation of this Policy, interpretation of this Policy shall not be resolved by any rule providing for interpretation against the party who causes the uncertainty or against the drafter, and both You and We expressly agree that in the event of an ambiguity or dispute regarding the interpretation of this Policy, the Policy will be interpreted as if both You and Us had fully participated in the negotiation and preparation of this Policy.

MISCELLANEOUS PROVISIONS

REIMBURSEMENT OF CERTAIN FEES: Eligible Excess Risk Expenses will also include the following fees Incurred and Paid by the Plan Sponsor, if approved **in advance** of claim by Us:

- A. Hospital bill audits;
- B. Access to non-directed provider networks;
- C. Negotiation of out-of-network bills; and
- D. Cost Containment Vendors.

Such fees shall be considered Eligible Excess Risk Expenses only if You can demonstrate to Us that the services that generated the fees resulted in a cost savings to the Employee Benefit Plan and Us. If You can demonstrate such a cost savings, We will consider such fee an Eligible Excess Risk Expense, up to 25% of such cost savings per Covered Person or Covered Dependent.

STATE ASSESSMENT LOADS: State and Federal laws may assess excess risk insurance carriers based on the number of that state's residents who are covered under excess risk policies. We shall have the right to increase premium rates to cover expected state assessment costs, based on the most current applicable assessment rates.

STATE HEALTH CARE SURCHARGES: If You pay a state health care surcharge in connection with the payment of Eligible Excess Risk Expenses, the health care surcharge shall be considered an Eligible Excess Risk Expense provided that the charges were submitted and duly noted as such. Penalties or fines associated with the health care surcharge or the underlying expenses will not be considered Eligible Excess Risk Expenses.

INDEPENDENT REVIEW ORGANIZATION EXTENDED BENEFIT: In the event Eligible Excess Risk Expenses are Paid for a Covered Person or Covered Dependent due to a reversal by an Independent Review Organization of a previous denial of such expenses, and such covered expenses are then Paid after the Coverage Period, the Coverage Period to pay such expenses will be extended for a period not to exceed 12 months. We will consider the date the claim was denied as the "Paid" date under this Policy, provided:

- A. Such expenses are not eligible under any other coverage; and
- B. Such expenses are otherwise payable under the terms of this Policy.

When Eligible Excess Risk Expenses are Paid pursuant to the terms, conditions and limitations of this Independent Review Organization Extended Benefit, such expenses will relate back to the Coverage Period in which they were Incurred and will be excluded from any other Coverage Period.

If You terminate this Policy for any reason prior to 12 months following the Effective Date shown on the Excess Risk Schedule, this provision will not apply.

CLAIM ADMINISTRATOR RESPONSIBILITIES: The Claim Administrator acts on Your behalf of and as Your agent. If claims are Paid by a Claim Administrator, We may require that You provide Us with any information possessed by the Claim Administrator that will assist Us in administering this Policy.

For Individual Excess Risk Insurance this includes but is not limited to:

- A. When expenses, Paid and/or pending, for a Covered Person or Covered Dependent exceed 50% of the Individual Excess Risk Deductible;
- B. Notification, regardless of the deductible amount, of any potential or planned organ transplant;
- C. Claim or claim report for any Covered Person or Covered Dependent who exceeds the Individual Excess Risk Deductible applicable to such Covered Person or Covered Dependent;
- D. Transplant contracts, case management notes, and any other documentation that may be needed in order for Us to properly determine how the Claim Administrator adjudicated the claim. If such items are considered proprietary by the Claim Administrator a written statement from the Claim Administrator providing the substance of the requested items may be accepted

Similar reporting shall be required for any Eligible Excess Risk Expenses Paid for a Covered Person or Covered Dependent subject to a deductible separate from the Individual Excess Risk Deductible as an Individual Adjusted Deductible as shown on the Excess Risk Schedule.

MISCELLANEOUS PROVISIONS

If Aggregate Excess Risk Insurance is included, Claim Administrator's Responsibilities also include, but are not limited to, submitting a monthly report to Us in a format acceptable to Us showing the total amount of claims Paid and enrollment numbers.

You are solely responsible for the actions of the Employee Benefit Plan administrator, the Claim Administrator, and any other agent of Yours. The Claim Administrator acts on Your behalf, and not on Our behalf. The Claim Administrator is not Our agent. We are not responsible for any compensation owed to, or claims by, the Administrator or other insurance producers for services provided to, or on behalf of, You or the Employee Benefit Plan. This Policy does not make Us a party to any agreement between You and the Claim Administrator, nor does it make the Claim Administrator a party to this Policy.

CLAIM AUDIT: We may periodically examine any of Your or the Claim Administrator's records relating to the benefits under this Policy and any claims filed under the Employee Benefit Plan. We have the right to audit all claims with respect to Eligible Excess Risk Expenses Paid under the Employee Benefit Plan, in the event a claim for benefits is made under this Policy.

RELIASTAR LIFE INSURANCE COMPANY

Home Office, Minneapolis, Minnesota 55440

EXCESS RISK SCHEDULE

Your Name: City of Vancouver

Associated Accounts: Vancouver Housing Authority

Your Group No: 70512-8

Contract Period: From January 1, 2018 through December 31, 2018

Claim Administrator Name: Regence Blue Cross (OR)

In the event of a conflict between the terms, conditions and limitations of this Excess Risk Schedule and the Excess Risk Policy, this Excess Risk Schedule will control.

INDIVIDUAL EXCESS RISK ☒ YES ☐ NO

Washington law requires an Individual Excess Risk Deductible of at least 5% of expected claims or \$100,000, whichever is less.

BENEFITS TO BE COVERED:

☒ Medical

☒ Other (please specify) Prescription Drugs

COVERAGE PERIOD:

☐ Incurred and Paid in 12 months

☐ Incurred in 12 months and Paid in 15 months

☐ Incurred in 15 months and Paid in 12 months

☒ Incurred in 24 months and Paid in 12 months

☐ Paid in 12 months

☐ Other _____

Individual Excess Risk Deductible: \$ 200,000 per Individual

Individuals subject to the Individual Adjusted Deductible as identified in the disclosure process: 705128-0118-01 @ \$375,000

Claims for individuals subject to the Individual Adjusted Deductible that exceed the Individual Excess Risk Deductible amount are excluded under any Aggregate Excess Risk Insurance.

Benefit Percentage: 100%

MAXIMUM INDIVIDUAL BENEFIT:

Individual Excess Risk Lifetime Maximum: \$ Unlimited

Individual Excess Risk Annual Maximum: \$ Unlimited

Other: N/A

COVERAGE DESCRIPTION:

1. ☒ Composite (Total Number of Covered Persons)

Number	Monthly Premium Rate
465	\$ 87.31

2. ☐ Single (Covered Persons, no Dependents)

Family (Covered Persons, with Dependents)

3. ☐ Other:

OPTIONAL ENDORSEMENTS:

☐ Individual Terminal Liability

☐ 3 months

☐ 6 months

☐ Individual Advanced Funding

☐ Aggregating Individual Deductible \$ N/A (Individual Excess Risk must be elected)

☐ Individual Gapless Renewal (Only available for 12/15 or 12/18)

☒ Plan Mirroring Coordination

☒ Renewal Rate Cap

RELIASTAR LIFE INSURANCE COMPANY

Home Office, Minneapolis, Minnesota 55440

EXCESS RISK SCHEDULE

AGGREGATE EXCESS RISK ☒ YES ☐ NO

Washington law requires an attachment point of at least 120% of expected claims.

BENEFITS TO BE COVERED:

- ☒ Medical ☒ Vision ☒ Prescription Drugs
☐ Dental ☐ Other (please specify) _____

COVERAGE PERIOD:

- ☐ Incurred and Paid in 12 months ☐ Incurred in 12 months and Paid in 15 months
☐ Incurred in 15 months and Paid in 12 months ☒ Incurred in 24 months and Paid in 12 months
☐ Paid in 12 months ☐ Other _____

COVERAGE DESCRIPTION:

	Number	Monthly Aggregate Factor	Aggregate Adjustment Corridor	Monthly Aggregate Corridor
1. ☐ COMPOSITE (Total Number of Covered Persons)				
2. ☒ OTHER:				
Single	121	\$ 510.50	125 %	\$ 638.13
Family	344	\$ 1,298.96	125 %	\$ 1,623.71

Minimum Annual Aggregate Deductible: \$ 6,484,854

Our Limit of Liability: \$ 2,000,000 per Coverage Period

Premium: \$ 7.70 per employee, per month

Group Name: City of Vancouver
Group Number: 70512-8

RELIASTAR LIFE INSURANCE COMPANY

Home Office, Minneapolis, Minnesota 55440

EXCESS RISK SCHEDULE

OPTIONAL ENDORSEMENTS:

- ☒ Plan Mirroring Coordination
☐ Terminal Liability ☐ 3 months ☐ 6 months

COVERAGE DESCRIPTION (see above):

Aggregate Terminal Liability Factor

1. Composite:
2. Other:

Are retirees covered? ☒ Yes ☐ No
Are retirees age 65 and over covered? ☐ Yes ☒ No

Minimum Enrollment Required for Renewal of Coverage: 100 enrolled Covered Persons Covered for Medical.

Covered Persons are defined in the Employee Benefit Plan with the exception of: N/A

Exclusions and Limitations defined in this policy will apply with the exception of: N/A

Other: N/A

Actively at Work Requirement: N/A

Premium Due Date: Aggregate Excess Risk and Individual Excess Risk are due on the first day of each policy month.

Approved for Us:

Date: December 27, 2017

By:



Group Name: City of Vancouver
Group Number: 70512-8

STAFF REPORT NO. 033-18

TO: Mayor and City Council
FROM: Eric Holmes, City Manager

DATE: 3/19/2018



Subject: Collective Bargaining Agreement with the OPEIU Local 11

Key Points:

- New three-year collective bargaining agreement effective January 1, 2018 – December 31, 2020.
- 2% salary schedule adjustment for covered classifications for each calendar year, effective January 1, 2018 through December 31, 2020.
- Maintains the City's Trust contribution at the 2017 level of \$1,325 per month per OPEIU Local 11 eligible employee (pro-rated for part-time employees) over the life of the contract.
- Adds a provision that if, during the term of the contract, the City's composite rate for the bargaining unit exceeds the Trust contribution of \$1,325, the City will make an adjustment to the Trust equal to the City's calculated composite rate, not to exceed an annual increase of more than 5%.
- Provides for the formation of an OPEIU Benefit Committee to determine if OPEIU will return to the City's health plan. Requires notification to the City of OPEIU's intent no later than June 1 for coverage in the following plan year beginning January 1.
- Incorporates into the contract revised civil service rules affecting OPEIU employees and clarifies seniority and layoff/bumping recall rights for a civil service employee, effective January 1, 2018.
- Increases the shift differential for third shift (swing) from \$1.50 to \$1.75 per hour and first shift (graveyard) from \$1.75 to \$2.00 per hour for hours worked.
- Reinstates holiday banks and provides that all accrued holiday bank time at the end of the year will be paid out on the January 10th paycheck.
- Provides for a \$600 one-time ratification bonus payable on the first full pay period after Council ratification.

Objective: To seek City Council approval of the 2018-2020 Collective Bargaining Agreement with the OPEIU Local 11 bargaining unit.

Present Situation: The labor agreement between the City and the OPEIU Local 11 bargaining unit expired on December 31, 2017. 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: Funding for the wage adjustments resulting from ratification of the 2018-2020 collective bargaining agreement with OPEIU Local 11 is available in the budget.

Prior Council Review: None.

Action Requested: On March 19, 2018, authorize the City Manager or his designee to sign the 2018-2020 Collective Bargaining Agreement with OPEIU Local 11.

Attachment(s):

- 2018-2020 Redlined Collective Bargaining Agreement with OPEIU Local 11.
- 2018-2020 Collective Bargaining Agreement with OPEIU Local 11.



To request other formats, please contact:
City Manager's Office
(360) 487-8600 | WA Relay: 711
Amanda.Delapena@cityofvancouver.us

Agreement
by and between
City of Vancouver
and

Office and Professional Employees International
Union (OPEIU), Local 11, AFL-CIO

January 1, 20~~17~~18 – December 31, 20~~17~~20

OPEIU Contract

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Office and Professional Employees International Union

Local 11, AFL-CIO

MASTER AGREEMENT

This Agreement is between the City of Vancouver, a municipal corporation of the State of Washington and hereinafter referred to as the City or the Employer, and Office and Professional Employees International Union, Local 11, AFL-CIO and herein and hereinafter referred to as the Union, for purposes of setting forth the mutual understanding of the parties regarding wages, hours, and conditions of employment of those employees for whom the Employer has recognized OPEIU, Local 11, as the exclusive collective bargaining representative.

1. Recognition and Bargaining Unit

1.1 The Employer hereby recognizes the Union as the exclusive bargaining representative for the purposes stated in Ch. 41.56 RCW of all regular full-time and regular part time employees employed within the bargaining unit of this Agreement and as certified by the State of Washington Public Employment Relations Commission (PERC), but shall exclude all supervisory, professional, temporary, and seasonal and part-time workers or employees.

1.1.1 All employees including those within the represented community of employment interest, consistent with RCW 41.56.060 of the Employer, exclusive of confidential and supervisory employees, as indicated in Appendix A of the Master Agreement, Office and Professional Employees International Union, Local 11, (OPEIU), hereinafter referred to as the Union.

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

1.1.2 The classifications of employees covered by this Agreement are set forth in Appendix A, which is attached hereto and made a part of this Agreement. When classification on Union inclusion cannot be agreed upon by the Employer and the Union, either party may petition PERC to review the position in question and render a

written opinion of its findings that shall be binding on the Employer and the Union.

- 1.1.3 In instances where contract language is in conflict with memoranda of understanding (MOU) or addenda, the MOU or addenda take precedent over the Master Agreement.

2. Nondiscrimination

- 2.1 The Employer and the Union agree that they will not discriminate unfairly against any employee by reason of race, creed, age, color, sex, national origin, religious belief, marital status, mental or physical disability, sexual orientation, active or honorably discharged military status, or any other criteria established by state or federal statutes, rules or regulations.
- 2.2 Whenever words denoting the masculine gender are used in this Agreement, they are intended to apply equally to either gender.

3. Rights of Management

- 3.1 The management of the municipal corporation and the direction of the workforce are vested exclusively in the Employer subject to the terms of this Agreement. 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 policy or procedure as the Employer, from time to time, may determine. This right does not restrict the right of an employee to use the grievance procedure set forth in Article 22.
- 3.2 The parties hereby recognize the City's right to determine the methods, processes and means of providing municipal services, to increase, diminish or change municipal equipment, including the introduction of any and all new, improved or automated methods or equipment, and the assignment of employees to specific jobs within the bargaining unit in accordance with their job classification or title.
- 3.3 Nothing shall be construed to limit in any way the Employer's rights under this Article, or to make changes in current practices, provided: (1) Advance notice of the change is given to the Union and affected employees and (2) Reasonable opportunity is provided to discuss the change with the City.

4. Union Security

- 4.1 The terms and conditions of this Agreement in regard to Union security are as follows:

- 4.1.1 All employees of the Employer as defined in 1.1 of this Agreement who are or become members of the Union on or after the effective date of this Agreement or the 30th day following the beginning of their employment with the Employer, whichever date is later, shall as a condition of continued employment maintain their membership in good standing in the Union during the life of this Agreement.
- 4.1.2 Those employees of the Employer as defined in 1.1 who are not or have not become members of the Union on or after the effective date of this Agreement shall be required to join the Union as a condition of continued employment and maintain their membership in good standing in the Union during the life of this Agreement.
- 4.1.3 Those employees of the Employer as defined in 1.1 who are hired on or after the effective date of this Agreement shall be required to join the Union as a condition of continued employment with the Employer within thirty (30) days from the date of employment.
- 4.1.4 In the event an employee member of the Union as defined in 1.1 fails to maintain membership in the Union in good standing therein by the regular payment of dues and/or initiation fees, the Union will notify the Employer in writing, through Human Resources (HR), of such employee's delinquency. The Employer agrees to give notice to the employee within five (5) working days that their employment status with the Employer is in jeopardy and that failure to meet their membership obligation within thirty (30) calendar days from the date such notice is received will result in termination.
- 4.1.5 The Union agrees to provide the Employer with Union dues deduction assignment forms for each employee who desires to pay their Union dues and initiation fees by payroll deduction. The Employer will deduct such dues from the wages of the employees and forward them to the Union each month.
- 4.1.6 Listing of New and Terminated Employees: The Employer agrees to notify the Union of new hires within the first thirty (30) days of employment:
 - a. By the 10th of the following month, a listing of bargaining unit employees hired, promoted or terminated during the previous month. Such listing shall contain the names of the

employees, along with their job classification, and department and shall be sent to the Union's office.

- b. At the Union's request and up to two (2) times a year, the employer will provide a listing of bargaining unit members, their department/section, classification, base pay, fulltime/part-time status and number of scheduled hours, City seniority date and classification seniority date.

4.1.7 The Union shall indemnify and hold harmless the Employer against any and all claims, suits, orders, judgments, or liability arising from this Article, Section 4.1.4.

4.1.8 The right of non-association of employees based on bona fide religious tenets or teachings of a church or religious body of which an employee is a member shall be recognized. Such employees shall pay an amount of money equivalent to regular Union dues and initiation fee to a non-religious charity mutually agreed upon by the employee and the Union. The employee shall furnish written proof each month that such payment has been made or initiate and maintain a payroll deduction with the Employer, and the Employer shall ensure that the organization of choice is paid.

5. Union Representative and Union Activity

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

5.2 Union representatives may, after receiving permission from the supervisor, visit the work location of employees covered by this Agreement for the purpose of administering provisions of the Agreement related to grievance processing, disciplinary action and posting of Union notices on City provided bulletin boards.

5.3 Solicitation of Union membership or collection or checking of dues will not be conducted during work hours. The Employer agrees not to discriminate against any member of the Union for his/her activity in behalf of or membership in the Union, provided such activity is not carried on during working hours, except as expressly provided in this Agreement.

5.4 Union stewards shall be allowed reasonable time away from their work assignment without loss of pay for the purposes of meetings with the City for collective bargaining, grievance or disciplinary hearings or such other

legitimate activities as are mutually agreed upon between the Union and the City.

Paid representation shall be limited as follows:

Disciplinary matters – one steward/employee representative

Grievances – up to two stewards/employee representatives

Collective Bargaining – up to four stewards/employee representatives

Other meetings – as mutually agreed to by both parties

City employees participating in such meetings or activities will be allowed to do so without loss of pay if scheduled during said employee's regularly scheduled work time. If meetings or activities go beyond the regularly scheduled work time, then the employees shall be on their own time not paid by the City.

5.4.1 Stewards shall notify their immediate manager when there is a need to be away from their work assignment, provided such time away does not unreasonably detract from their work performance and is in compliance with the above requirements as to the nature of the activity. Time away from their work assignment to act in the role of Union representative shall be coded on their timesheet as "Union Leave".

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

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

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

5.7 Use of City Telephones or Computers Related to Union Business:

a. Use of City telephones or computers is allowed subject to the following:

- 1) When such use is de minimis and incidental, such as arranging a meeting with a Union Representative.
- 2) For the purpose of conducting an investigation of a grievance, such as individual inquiries to co-workers.

- 3) For the purpose of interacting with the City's representatives concerning Union-City business, such as setting dates for City-Union meetings, making inquiries regarding grievances, etc.
- b. The use cited in "Subsection a" above may continue only to the extent that there are no additional costs to the City. The content of any and all communications using the City computer system is not privileged and may be subject to City review.
- c. The use of information technology in the work place will be consistent with federal and state laws, City policies and rules for public records, ethics and conduct of employees, and City of Vancouver Employee Policies, including but not limited to Policy 605: Use of Computers, Email, Internet and other Electronic Resources.

5.8 From time to time, the Union may request and the City may grant unpaid leave in not more than six (6) month increments for not more than one employee at a time, to attend to Union work with Local 11.

6. Strikes, Work Stoppages and Work Slowdowns

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

7. Identification of Jobs

- 7.1 Job classifications shall be defined by the current class specification for each of the job class titles listed in Appendix A of this Agreement. When

there is a substantive change in the job duties assigned to an employee such that the employee is required to possess substantially different qualifications or is assigned a substantially different level of responsibility, the Employer shall conduct the classification review for the purpose of determining the appropriate job classification for the revised job. If reasonable and practical, the Employer will assign the positions to an existing class which better describes the duties assigned to the job. If there is no appropriate existing job classification, the Employer shall establish a new job classification. If the incumbent in the position is qualified for the revised job classification, he/she shall be placed in the new classification at the nearest step providing an increase. An incumbent who is not qualified for the new classification shall maintain his/her current range and continue to receive any step increases that are due.

- 7.2 The salary range for the new classification shall be established following Employer procedures so that the salary of the new class is equitable in comparison to existing bargaining unit classes and external market factors. The salary range shall be submitted to the Union for review. Within thirty (30) calendar days of receipt of such City notice the Union shall notify the City of its agreement or disagreement with the City's provisional salary range for the new classification. If the Union disagrees with the salary range, it may request that the Employer negotiate with the Union to establish an equitable salary range for the new job classification. In the event the City and Union are unable to agree upon an equitable salary and mediation does not result in a resolution, the question may be submitted to an arbitrator under the procedures set for in 22.3 of this Agreement. The City shall have the right to employ persons at its provisional salary range during the term of negotiations, subject to full retroactive payment to all affected employees upon the conclusion of negotiations or arbitration.
- 7.3 If a new classification is established by the City, a notification consisting of the job specification will be provided in writing to the Union.

8. Probation

- 8.1 A newly hired or rehired employee is subject to a six-month probationary period. The probationary period for new employees may be extended with notification to the Union, to a maximum of six (6) additional months. The Employer may discipline or discharge any newly hired or rehired employee at any time during the probationary period with or without cause, and such discipline or discharge shall not be subject to appeal.
- 8.2 Voluntary promotions and demotions are subject to a six-month probationary period. The probationary period for a promotion/demotion may be extended, with notification to the Union, for a maximum of six (6) additional months. In the event an employee does not successfully

complete a promotion/demotion probationary period, the employee will be assigned to the employee's original position (if vacant) or to another vacant position for which he/she is qualified in the same class as, and at the same salary level as, the employee's original position. If the original position is not available, and no other vacant position is available meeting the applicable criteria in this Article, the employee will be placed on a reinstatement list for their original position or classification for twenty-four (24) months. Nothing in this section shall restrict the rights of the employee under Article 23.

- 8.3 An employee who is transferred into a job within the same classification, or who takes a lateral transfer to a different classification within the same pay grade, may serve a six-month probationary period if the job is significantly different than their previous job. In the event an employee does not successfully complete a transfer probation period, the employee will be assigned to the employee's original position (if vacant) or to another vacant position for which he/she is qualified in the same class, and at the same salary level as the employee's original position. If the original position is not available and no other vacant position is available, meeting the applicable criteria in this Article, the employee will be placed on a reinstatement list for their original position or classification for twenty-four (24) months. Nothing in this section shall restrict the rights of the Employer under Article 23.

9. Seniority

9.1 City Seniority

City seniority is based upon the most recent date of hire with the City of Vancouver. City seniority shall be used for PTO accrual, PTO scheduling, and as a means to determine the most senior employee in cases where other seniority is equal.

- 9.1.1 No employee will acquire seniority rights for purposes of layoff until completion of his/her probationary period, at which time his/her seniority shall be retroactive to his/her date of hire.

- 9.1.2 Should the seniority of any two or more employees be equal, the respective seniority rights of such employees shall be determined by date of application, and if that is the same, the affected employees shall draw lots.

9.2 Classification Seniority

Classification seniority shall be based on the length of service in a specific job or classification. An employee accumulates and retains classification

seniority in each of the classifications in which the employee has served (within the bargaining unit). Classification seniority earned by the employee is preserved for all positions previously held or worked. It shall be used to determine bumping rights in the event of layoff. Should the seniority of any two or more employees be equal, the respective seniority rights of such employees shall be determined by City seniority.

9.3 Workgroup Seniority

Workgroup seniority shall be based on the number of days that an employee has worked in a workgroup covered by the collective bargaining agreement. Workgroup seniority shall be used to determine preference for shift and/or work schedules, overtime, callback and layoff. Should the seniority of any two or more employees be equal, the respective seniority rights of such employees shall be determined by classification seniority.

9.4 Seniority Calculation for Part Time Staff

Employees working in positions budgeted at less than 1.0 FTE shall have their seniority prorated based upon their budgeted FTE percentage. An example of this would be: an employee working in a half time position (20 hours/week) for 10 years shall receive seniority credit for 5 years of service.

9.5 Promotions or Transfers into a New Workgroup

Workgroup seniority shall be calculated retroactive to the first date of promotion or transfer into the new workgroup after the successful completion of any probationary period.

10. **Posting of Jobs**

10.1 It is the desire and intent of the Employer to fill job vacancies from qualified applicants within the City before hiring new employees, provided the employees who apply have the required qualifications for the particular job.

10.2 Vacant positions will be filled from employment lists established by Human Resources except when an alternate procedure is allowed by City ordinance in the case of entry level positions and flexibly staffed positions.

A flexibly staffed position is one which may be filled at the entry (I) level by an employee who may be promoted to the full working (II) level on the basis of successful performance at the entry level.

Placement on an employee list will be on the basis of examination of candidates' qualifications. Employees shall be allowed paid time off from their work schedule to participate in interviews for in-house positions. When candidates are to be examined for placement on an employment list, the City will post a notice of the examination and accept applications for a minimum of five (5) working days. The five (5) working days will overlap two consecutive weeks. The notice of examination will be posted at least two (2) days of each consecutive week. For example, a notice posted on Wednesday will close on Tuesday of the following week.

The employment list will be effective for six (6) months. Such notices shall be posted at various City work sites. Employees may decline consideration for appointment to a vacant position and remain on the employment list in the same rank or position.

- 10.3 Vacant positions may be posted on a simultaneous or internal/external basis, based on the following guidelines:
 - 10.3.1 All applications will be collected directly by the Human Resources Department. The Employer shall view internal applications prior to viewing external applications.
 - 10.3.2 When the City receives three (3) or more internal applicants (per opening) who meet the qualifications and staffing needs based on the job announcement, the recruitment shall be restricted to internal candidates. In instances where there is more than one opening, there must be one additional internal candidate for each position (e.g., if two (2) positions there would need to be four (4) internal applicants; three (3) positions would equal five (5) internal applicants, etc.) to be restricted to internal candidates.
 - 10.3.3 If the Employer determines that there are less than three (3) internal applicants per opening, at any point in the process, who meet the qualifications and staffing needs as stated on the job announcement, the Employer may consider both internal and external applicants in its selection process.
 - 10.3.4 If the selection decision is between an internal candidate and an external candidate and the qualifications, knowledge, skills, abilities, and availability of the candidates are equal as determined by the selection process, preference shall be granted to the internal candidate. If the selection decision is between internal candidates and the qualifications, knowledge, skills, abilities, and past performance (the employee has no current written discipline (in the past six (6) months) and a satisfactory

current evaluation (in the past twelve (12) months) are equal as determined by the selection process, City seniority shall prevail.

11. Work Week, Hours of Work, Shifts

11.1 Work Week

The work week is defined as the period between 12:01 a.m., Sunday through 12:00 midnight the following Saturday, unless otherwise determined for specific employees.

11.2 Work Schedule

The normal assigned work week shall be five (5) consecutive days of eight (8) consecutive hours, excluding lunch periods, followed by two (2) days of rest, not to exceed forty (40) hours of work in the work week. It is understood that the five (5) consecutive days does not imply a Monday through Friday schedule.

The Employer may utilize alternative work schedules including a 4/10 or a 9/80, details of which must be approved by the employee's supervisor. With a 9/80 schedule, the one eight (8) hour work day must be split equally between the two (2) weeks of the pay period.

The ten (10) consecutive hours of work in the 4/10 schedule and the nine (9) or eight (8) consecutive hours of work in the 9/80 schedule exclude lunch periods.

Other work schedules may be determined by mutual agreement of the Union and the Employer.

11.3 Work Shift

Short term, temporary shift reassignments may be made when the Employer determines that an emergency exists. Under those circumstances, the Employer shall give the employee a minimum of four (4) hours' notice prior to the start of the new shift. If such notice is less than four (4) hours, the Employer shall pay the employee according to callback pay provisions of 12.4 of this Agreement.

11.3.1 An emergency is defined as a natural event or unexpected circumstance, of a limited duration, which necessitates the Employer to change schedules on short notice to address essential operational or service needs on an immediate basis.

11.3.2 For the purposes of administering shift differential, shifts are defined as follows:

Day Shift:	6:00 a.m. to 5:00 p.m.
Swing Shift:	3:00 p.m. to 12:00 a.m.
Graveyard Shift:	10:00 p.m. to 6:00 a.m.

Not all day, swing, or graveyard shifts will be within the specific shift start and end times noted above; however, if more than 50% of a shift is scheduled in either the swing or graveyard shift, it will be eligible for shift differential. Shift differential rates are detailed in article 12.6.

11.3.3 Regular assignments to openings on shifts and/or work schedules will be made based on workgroup seniority when the employee meets the qualifications of the new shift and/or work schedule and the Employer's work needs. A regular assignment is one with no end date or one which is expected to last over thirty (30) days. If the most senior employees decline then the least senior qualified employee shall be assigned.

11.4 Rest Periods

Each employee shall be given a twenty-minute (20) paid rest period in the first half of the working shift and a twenty-minute (20) paid rest period in the second half of the working shift, and an unpaid lunch period during the shift. Such periods begin when the employee leaves the work site and ends upon his return to the work site.

12. Rates of Pay

12.1 Wages

Effective January 1, 2015:

New salary schedules will be implemented for all classifications.

1. Employees will move to the step in the pay range that provides for the least increase from their 12-31-14 rate.
2. Employees hired prior to 12-31-14 will also receive their 2015 step increase, if available, on January 1, 2015.
 - a. These employees next eligibility for a step increase, if available, will be January 1, 2016
3. Employees hired after 12-31-14 will retain their eligibility for a next step one year from date of hire.

Upon ratification of the 2018-2020 contract, employees who were active OPEIU members and eligible to vote on the ratification of the 2018-2020 OPEIU collective bargaining agreement will receive a one-time payment of \$600.00 (gross), prorated based on FTE status (e.g. a .75 FTE will receive \$450).

Effective January 1, 2017:

Salary schedules for covered classifications will be adjusted by 2.0%.

Effective January 1, 2019:

Salary schedules for covered classifications will be adjusted by 2.0%

Effective January 1, 2020:

Salary schedules for covered classifications will be adjusted by 2.0%

Salary adjustments shall be calculated from step 1 of range 1.

In maintaining the Classification and Compensation Plan adopted by City Council in 1991 and used as a basis heretofore for pay range adjustments for the bargaining unit, benchmark positions were surveyed in 1997 and pay ranges were adjusted accordingly in 1997 and 1998. An additional benchmark survey was conducted in 1998, with the results of said study implemented in 1999 and 2000. The results of the benchmark survey conducted in 2000 were implemented in 2001 and 2002. A benchmark study was conducted in 2004 with results of the wage based study reflected in appendix A for 2006.

12.1.1 Payroll Periods

The pay periods and pay dates will be as follows:

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

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

12.2 Salary Step Plan

12.2.1 Newly Hired or Rehired Employees

Employees will move through the defined salary steps on an annual basis based on the date of hire or rehire.

12.2.2 Promoted Employees

At the time of promotion, employees will move to the first step in the range of the new class which results in an increase of at least 5%. Upon successful completion of a promotional probationary period, the employee's salary shall be increased to the next step of the new range and annually thereafter up to the top of the range. In no event shall a promoted employee's salary be less than the starting pay of the salary range for the new class, nor in excess of the highest step of the regular salary range for the new class.

12.2.3 Demoted Employees

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

For example, an employee is currently at step 5 and is eligible for step 6 on November 1st, but they voluntarily demote to a new position on August 1st. Their next step date will be reset to one year later, August 1st, and each August 1st, thereafter until reaching the top step.

12.2.4 Laterally Transferred Employees

Employees who voluntarily take a lateral transfer (defined as voluntarily applying for and accepting a position in the same pay range) will remain at their same step. If an employee is not at the top step, they will retain their next step date.

For example, an employee is currently at step 3 and is eligible for step 4 on November 1st, but they laterally transfer to a new position on August 1st. They will continue to be eligible for their next step increase on November 1st, and each November 1st, thereafter until reaching the top step.

12.2.5 The hourly rate of the employee will be his/her monthly base rate multiplied by twelve (12) months and divided by 2,080 hours. This rate multiplied by eight (8) hours (or ten (10) hours, if applicable) will be the daily base rate; multiplied by forty (40) hours will be the weekly base rate; and multiplied by 173.3 hours will be the monthly base rate. For purposes of overtime calculations only, the employee's hourly base rate shall be calculated using all compensation required by FLSA.

12.3 Callback Pay

Employees who have completed their regular shift and are on the way home, or are at home, and who are required to work other than a continuation of their shift shall be paid at double their base rate of pay for hours worked. Any callback pay shall be for a minimum of two (2) hours, during which time the Employer may provide and require work of the employee called back. Callback commences when an employee receives a call requiring him/her to return to work, provided the employee leaves his/her location to respond within twenty (20) minutes of receiving the call.

Once callback has commenced, if a second call is received while the employee is responding to the initial call, or within the two hours of the first call, the second call is a continuation of the first callback. It is not a separate callback instance. If, however, a subsequent call is received after the first two-hour callback, the employee is eligible for an additional minimum of two (2) hours of pay, during which time the Employer may provide and require work of the employee called back.

If an employee works more than two hours to resolve a call, callback ends when the employee reaches his/her car to return home. If the job is completed in less than two hours, the employee should record the actual time but will be paid the two hour minimum.

12.4 Overtime and Callback Time

All scheduled overtime and/or callback time shall be offered based on a workgroup seniority, starting with the most senior qualified person. At the Operations Center, when the workgroup seniority list is exhausted, the Operations Center Master Seniority list will then be used starting with the most senior qualified person. The most senior employees have the option as to placement on the call out list. Scheduled overtime may also be filled using employees from outside the Department as needed to meet staffing demands. Seniority for purposes of the workgroup overtime assignments is workgroup seniority and for all other situations is City seniority.

The requirement to offer overtime and/or callback time based on seniority does not apply to project specific overtime and/or callback where specific employee(s) are assigned to the project or work and their familiarity with the project is in the best interest of the public for providing efficient and effective service. In these instances overtime and/or callback time will be first offered to the employee(s) assigned to the project.

Unanticipated and unscheduled overtime which extends beyond the end of a shift for the crew working on a specific project will be offered first to the appropriate and qualified Union member(s) at the site working on the project at the end of the shift.

In workgroups that have an employee receiving standby pay per Article 12.4.2, the initial call will go to the employee carrying the pager who will be responsible for the call. Callback pay shall be paid in accordance with Article 12.4 and overtime shall be paid in accordance with Article 12.5.

Temporary or seasonal workers (as defined in Article 28) will not be allowed to work scheduled overtime until regular full or part-time employees within that work unit have had the opportunity to work the overtime. The Employer will make a good faith effort to notify regular employees of overtime opportunities before such work is offered to temporary workers. This will not preclude temporary or seasonal workers from working overtime which extends beyond the end of their shift or emergency situations.

12.4.1 Telephone Calls at Home After Hours

Employees who are required by the Employer to answer work-related questions by telephone when they are not at work shall be paid for time actually spent on the telephone at the rate of one-and-one-half (1.5) their normal base rate calculated to the nearest quarter hour, with a quarter-hour minimum.

12.4.2 Stand-by Pay

If the Employer requires an employee to carry a pager or cell phone in order to respond to off duty call-outs the employee carrying the pager or cell phone while off duty shall be compensated at a flat rate of \$150.00 per week or \$21.43 per day.

The employee on standby must be fit for duty and able to reach the assigned duty station in 40 minutes. This does not apply to the Operations' Technical Rescue Team which is covered by an existing Memorandum of Understanding.

12.5 Overtime Compensation

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

- 12.5.1 Overtime compensation will start any time an employee is required to work beyond the end of his/her shift (typically eight (8) hours or ten (10) hours per shift) and will be compensated to the nearest quarter hour, at one and one-half (1.5) times the regular rate of pay for the first eight (8) hours of overtime and thereafter at double time. Employees shall have the option to flex their schedules within the defined work week, without incurring overtime, as long as it is mutually agreed upon in advance.
- 12.5.2 Any employee required to work on his/her first day of rest, or his/her first and second day of rest in the case of employees who have three (3) consecutive days of rest, shall be compensated at one and one-half (1.5) their regular rate of pay.
- 12.5.3 Any employee required to work on his/her second day of rest, or his/her third day of rest in the case of employees who have three (3) consecutive days of rest, shall be compensated at two times (2) the regular rate of pay, unless the employee voluntarily chose this day of work, in which case the employee shall be compensated as outlined in 12.5.2.
- 12.5.4 All overtime compensation shall be paid in compliance with the requirements of the Federal FLSA and applicable Washington State laws.
- 12.5.5 Employees may accrue compensatory time off in lieu of overtime compensation. The decision to grant compensatory time as an alternative to paid overtime shall be at the Employer's discretion. Compensatory time off shall be accumulated at the same rate as overtime compensation would have otherwise been paid (i.e., time and one-half (1.5) generally, except for work in the employees' second day of rest, or third day of rest for employees with three (3) consecutive days of rest.) The maximum accrual shall be the same as non-union employees but shall not drop below eighty (80) hours. Employees will be allowed to use accrued compensatory time off by mutual agreement with their supervisor and subject to any restrictions for use established under the Fair Labor Standards Act (FLSA).

12.6 Shift Differential

Any employee whose regularly scheduled shift is the third shift (swing shift) as defined in 11.3.2 shall be paid a shift differential of one dollar and ~~fifty~~ seventy-five cents (\$1.~~50~~75) per hour for hours worked; any employee whose regularly scheduled shift is the first shift (graveyard) as defined in 11.3.2 shall be paid a shift differential of ~~one dollar and~~

~~seventy-five cents~~ two dollars (\$~~1.75~~2.00) per hour for hours worked. Requested assignments made to accommodate an employee's personal situation do not qualify for shift differential.

12.7 Working Out-of-Class

12.7.1 An employee who is temporarily assigned by management, in writing, to perform the principle (of full range) of the duties and responsibilities of a higher level position, without significant supervision, shall be paid either at a rate 5% above his/her current rate of pay (not to exceed the top of the range of the out-of-class assignment), or at the entry rate of the higher job class, whichever is greater.

12.7.1.1 An employee must be assigned for a period of (3) three or more consecutive work days to receive out-of-class pay. The out-of-class pay shall be paid beginning with the first hour of the assignment.

12.7.2 The same employee shall not be assigned to the higher level duties for more than six (6) consecutive months unless specifically approved by the City Manager for extenuating circumstances. The Union will be given notice when management anticipates that an employee will be performing the principle duties of a higher classification for more than thirty (30) days.

12.7.3 The out of class rate of pay shall apply for that time actually worked in the higher class. Periods of paid leave during the out-of-class assignment shall be compensated at the employee's normal rate of pay. Following a paid leave, the out-of-class pay shall resume on the first day returned, provided that the leave is for not more than fifteen (15) consecutive working days and the employee returns to the out-of-class assignment on the first day returned.

12.7.4 A position may be career developed, up to a maximum of one (1) year.

12.8 Market Study

During the life of this agreement, should the City perform a market study on wages, if any classification falls above or below 90% of the market rate, the parties agree to meet and confer on those classification(s).

13. Leave Benefits

13.1 Paid Time Off (PTO)

- 13.1.1 Employees shall accrue paid time off (PTO) in accordance with the schedule in Appendix B, to be used for vacation, illness or personal business.

Part-time employees assigned to a 0.50 – 0.99 FTE position will accrue PTO hours on a pro-rated basis to a pro-rated maximum.

Bereavement leave and military leave are separate categories as specified in 13.3 and 13.4 of this article.

13.1.2

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

An employee shall be paid for all earned and accrued PTO hours, as outlined in Appendix B, at the employee's current rate of pay when he/she terminates employment. All leave time may be used in a minimum of 30-minute segments.

- 13.1.3 All requests for PTO must be requested in advance and approved by the supervisor.

PTO scheduling within the department, division or workgroup shall be based on City seniority. PTO scheduling may occur based on established guidelines within individual departments, divisions, or workgroups. These guidelines must be agreed to by the majority of the affected workgroup and approved by management.

If there are no existing PTO guidelines for a division, department or workgroup or the said group(s) do not agree to the established guidelines as outlined above, then this alternative must be used:

- A. Allow for one or more rounds of PTO scheduling within a workgroup, which will be scheduled based on City seniority.
- B. PTO shall be limited up to ten (10) working days, of which at least five (5) working days shall be contiguous for the first selection round.

After the round(s) of scheduling, additional PTO requests shall be submitted with at least (5) working days advance notice, when possible. Those requests will be considered on a first come, first served basis. Once an employee's PTO has been scheduled and approved, more senior employees may not bump the PTO of less senior employees.

13.2 Paid Leave while on State and Federal Protected Leave

If an employee is on authorized leave which qualifies as protected under applicable State and Federal leave laws, the employee shall use existing grandfathered sick leave, compensatory time, and/or PTO with the choice of which category to draw on first at the employee's option.

13.3 Bereavement Leave

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

Immediate family is defined as spouse, domestic partner, child, mother, father, brother, sister or step family, aunt, uncle, niece or nephew, mother-in-law, father-in-law, daughter-in-law, son-in-law, brother-in-law, sister-in-law, grandparents and grandchildren, and grandparents and grandchildren of the spouse or members of the employee's household. It is understood that the policy extends to similar members of a domestic partner's family as detailed above, so long as the employee has an active "Declaration of Domestic Partnership" on file in Human Resources prior to the death.

Bereavement leave in excess of the durations identified above may be charged to an employee's PTO account, if applicable under FMLA or as required by law, with the approval of the supervisor.

The City reserves the right to require documentation of the death and/or any other time taken related to a death.

If any employee is on an approved leave of absence at the time of a death, they will be eligible for bereavement benefits if they are receiving at least

50% of their normal semi-monthly compensation from the City.
Otherwise, the employee is not eligible for bereavement leave benefits.

Any observed holiday occurring during bereavement leave shall be paid as a holiday.

13.4 Military Leave

The Employer abides by the provisions of the laws of the State of Washington and the Federal USERRA laws which stipulates that employees who are members of the National Guard of Federal Reserve Military Units are entitled to be absent from their duties for a period of up to twenty-one (21) days with pay during each military calendar year (October 1 through September 30) while engaged in the performance of ordered military duty and while going to or from such duty.

13.5 Family Leave – FMLA

Under the terms of the Family and Medical Leave Act of 1993 (FMLA) and the state law, upon the completion of one (1) year of employment, any employee who has worked at least one-thousand two-hundred fifty (1,250) hours during the prior twelve (12) calendar months shall be entitled to up to twelve (12) weeks of leave in accordance with FMLA and based on a rolling twelve (12) month period for specified family and medical reasons as required by the FMLA and the Washington Family Care Act.

13.6 Pregnancy/Childbirth Disability Leave

When required by Washington State law, the Employer will grant a leave of absence for the period of temporary disability because of pregnancy or childbirth.

14. Holidays

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

New Year's Day	January 1
Martin Luther King's Birthday	Third Monday in January
President's Day	Third Monday in February
Memorial Day	Last Monday in May
Independence Day	July 4
Labor Day	First Monday in September
Veterans Day	November 11
Thanksgiving Day	Fourth Thursday in November
Day after	

Thanksgiving Day
Christmas Day

Fourth Friday in November
December 25

- 14.2 Any of the above holidays which fall on a calendar Saturday shall be celebrated on the previous Friday; any of the above holidays which fall on a calendar Sunday shall be celebrated on the following Monday.

14.2.1 For those employees scheduled in a 24/7 unit, the holidays will be recognized on the actual legal holiday.

- 14.3 Any employee who works on a recognized holiday (whether it be their normally scheduled day, or because they are asked or required to work that day) will receive 8 hours of holiday pay (pro-rated for part-time) or by mutual agreement between the supervisor and employee, be allowed to bank those eight (8) hours of holiday pay provided the use will not create overtime, and will receive time and one-half (1 ½) for all hours worked on the recognized holiday.

- 14.4 Any employee who is on medically authorized leave when a holiday occurs will receive eight (8) hours of holiday pay (pro-rated for part time) and will not have his/her PTO leave accrual charged.

- 14.5 Any employee who does not work on a recognized holiday (whether it is a normal day off or because their work location is closed) will receive 8 hours of holiday pay (pro-rated for part-time).

- 14.6 ~~As of February 1, 2017, any employee with hours in their holiday bank will have their bank grandfathered and available for future use. No new holiday hours will be banked after February 1, 2017. All accrued holiday bank time as of the end of the year shall be automatically paid out to the employee on the employee's January 10th paycheck.~~

15. Employee Insurance

- 15.1 Employees covered by this Agreement will be provided insurance benefits as follows:

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

- 15.3 **Long Term Disability.** Regular full-time and half-time bargaining unit employees will be covered by a City-paid group long-term disability insurance policy.

15.4 During the term of this agreement, the Western States Medical Trust Plan will provide medical, dental and vision benefits to employees and their dependents. All health insurance decisions, including, but not limited to, the level of coverage, who qualifies for coverage, and the amount to be paid by employees, their spouses, qualified domestic partners, and dependents, will be made by the Trustees of the Trust. It is agreed that the City is not taking any claims risk, and the sole responsibility of the City is to pay the agreed-upon Trust contributions. All decisions related to the medical, vision and dental benefits for Trust participants and their beneficiaries will be made by the Trustees of the Trust. The parties recognize the Trust will incur administrative expenses, related to providing such coverage and the Trust Agreement allows the Trust assets to be used for such purposes. The Trust will contract with a licensed third party administrator (“TPA”), as may be needed to administer the Trust.

15.4.1 Trust Eligibility

15.4.1.1 Eligible employee’s coverage under the Trust will begin on the first day of the month following their date of hire into a position covered by OPEIU.

15.4.1.2. Employees who have other group health coverage may ‘opt-out’ of the Trust’s coverage and be eligible for a taxable cash payment directly from the City. The Trust/TPA will be responsible for administration and will notify the City within 14 days of an employee’s written opt-out. The ‘opt-out’ payment will be \$230 per month and will be pro-rated for part-time employees based on their FTE. Any part-time employee as of 12-31-2016 will be grandfathered at the full-time employee rate. This grandfathering will end at such a time as the part-time employee moves into any other City position.

15.4.2 Trust Contributions.

15.4.2.1 Contributions are to be made to the Trust by the 10th day of the month for each bargaining unit employee who is enrolled for coverage as of the first of that month.

All payments shall be used for the provision of health care benefits and other benefits that are permitted under the rules and regulations of the Internal Revenue Service adopted pursuant to Code Section 501 (c) (9).

15.4.2.2 Beginning January 1, 201~~7~~⁸ and for the term of the contract, the City contribution for each covered employee per month will be \$ 1,325.00. No later than November 1 of each year based on OPEIU current medical census data, the City will calculate on the basis of the exact same amount the City would pay for health care coverage for unit employees, their spouses, qualified domestic partners, and dependents (excluding amounts paid by employees) a composite rate for OPEIU members. If the calculated composite rate exceeds the Trust contribution of \$1,325, the City will make an adjustment to its contribution to the Trust equal to the City's calculated composite rate, not to exceed an annual increase of more than 5 percent.

The City's contribution will remain at the calculated 2020 rate, with no annual adjustment applied, in the event a successor agreement is not reached prior to January 1, 2021. The City will continue to contribute the calculated 2020 rate, with no annual adjustment applied until a successor agreement is reached.

If the Employer contribution is less than the Trust's premium, it shall be the obligation of the employees covered by this Agreement to contribute the difference.

- 15.5 All employee premiums will be paid using pre-tax dollars under the City's flexible benefits plan unless an employee ~~notifies Human Resources and~~ elects to waive payment through the flexible benefits plan.
- 15.6 Employees will have the option of participating in Flexible Spending Accounts (FSAs) for reimbursable medical costs and/or for dependent care costs.
- 15.7 The medical, dental and vision insurance premiums as detailed in 15.4 for regular part time employees shall be paid by the Employer at a pro-rated amount based on the employee's budgeted FTE (full-time equivalent). Any part-time employee as of 12-31-2016 will be grandfathered at the

full-time employee rate (including increases and/or decreases in future years). This grandfathering will end at such time as they part-time employee moves into any other City position. If any part-time employee is opting out of insurance as of 12-31-2016 and wishes to opt back into the insurance at a later date, they will not be grandfathered and will pay the then current full pro-rated amount based on their FTE.

15.8 Legal

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

The Union will provide the City with sufficient information to meet it's bargaining obligation consistent with RCW 41.56, concerning the ongoing operation of the Trust.

15.9 OPEIU Benefits Committee

Beginning no later than April 1, 2018, OPEIU shall convene a Benefits Committee to review its healthcare options and make a determination of whether to remain with the Western State Trust or return to the City's healthcare plan. The Committee shall be comprised of no more than five (5) OPEIU members who the City will pay for and be allowed to meet no more than two (2) hours per month until a decision is reached or July 31, 2018, whichever is sooner. The Benefits Committee may meet on City premises during normal work day hours, provided that the City will not incur overtime should the Benefits Committee be scheduled outside the Committee members normal working hours.

15.10 Notification to City of Plan Selection and City Plan Terms

Should OPEIU decide to return to the City's plan during the current contract period, the City must receive notice in writing no later than June 1 for coverage in the following plan year beginning January 1. For example, if OPEIU wishes to return to the City's plan January 1, 2019, the City must receive notice in writing of its decision to do so by June 1, 2018. Or, if OPEIU wishes to return to the City's plan on January 1, 2020, the City must receive notice in writing of its decision to do so by June 1, 2019. OPEIU shall provide updated census and claims data for at least two (2) but preferably four (4) years to facilitate the transition to the City's plan. Employees and their eligible dependents will have the option of selecting any combination of medical, dental and vision coverage offered by the

City at that time at the then prevailing rates. Should OPEIU not notify the City of its intent to return to the City's plan in a timely manner, OPEIU will remain status quo with the Trust.

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

16. Medical Examination

The parties recognize that employees have a responsibility to report to work fit for duty.

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

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

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

17. Retirement Plan

17.1 All eligible employees and the Employer shall participate in the Washington Public Employees Retirement System (PERS) to the extent provided for by Washington State law.

17.2 Employees shall have the option of investing in the State of Washington Department of Retirement Systems Deferred Compensation Program.

18. Training Program

18.1 Training shall be scheduled by the Employer. Time spent in training shall be paid in compliance with the requirements of the Federal FLSA and applicable Washington State law.

If the employee receives notification of essential certification requirements from the certifying agency, the employee has a responsibility to inform the Employer in a timely manner. City required safety and health trainings are not covered by this employee notification requirement.

- 18.2 Every effort will be made to schedule required training during on-duty time. Personnel may be scheduled and required to attend training outside of their normal shift.
- 18.3 Employees who desire tuition aid for specialized individual training or academic training may submit their request in accordance with City of Vancouver Policies and Procedures.
- 18.4 Any employee required to possess a certification for his/her position shall obtain such certification within the timeline established by the job announcement and/or offer letter, and shall maintain such certification during his/her tenure in such position. Failure to either obtain or maintain required certification(s) may be grounds for actions pursuant to Article 23, Employee Discipline and Termination, of this contract if the Employer has fulfilled its responsibility in accordance with subsections 18.1 and 18.2.

19. Clothing, Tools and Safety Equipment

- 19.1 The Employer shall purchase and replace such clothing, uniforms, and other equipment as designated by the department head, and shall make all necessary replacements as the need arises. All uniforms or equipment being replaced shall be returned to the Employer at the time of replacement.
- 19.2 Employees agree to maintain all clothing and equipment in good condition and not subject it to abuse beyond the regular call of duty.

20. Driver's Licenses

- 20.1 For those employees who must drive vehicles to carry out their job as determined by the Employer, if any employee has his/her driver's license revoked or suspended for one-hundred twenty (120) days or less, then the Employer will make a reasonable effort to reassign the employee to jobs not requiring driving. If such reassignment is not practical, the employee shall be suspended without pay. The employee may elect to take other appropriate available leave (accrued PTO or compensatory time) in lieu of suspension without pay. If the employee's driver's license is revoked or suspended for more than one-hundred twenty (120) days, then the Employer shall make a reasonable effort to reassign the employee. If such reassignment is not practical, the employee shall be immediately discharged.

If an employee has been discharged from employment with the City for the loss of his/her required driver's license and is actively appealing the basis for the loss through the justice system, the City will consider the employee eligible for appointment to the next available position for which he/she is qualified if his/her appeal is successful and his/her required driver's license is reinstated within one year from the date of loss. An employee receiving an appointment to a position will return with the seniority and accrual rates that he/she had at the time he/she was discharged. Only employees who fit this specific criterion will be given this consideration.

- 20.2 Notwithstanding the provision of section 20. 1above, the Employer retains the right to pursue actions under Article 23 for inappropriate workplace behavior which results in an employee's driver's license being revoked or suspended.
- 20.3 If an employee in a job which requires a driver's license has his/her license revoked or suspended for medical reasons, the Employer will make a reasonable effort to reassign the employee to duties which do not require a driver's license and for which the employee is qualified. The Employer will not create work or a position to accommodate the employee. If the Employer is not able to find existing work to which the employee can be assigned, then the employee may be separated from employment in accordance with public laws, this contract and City policies.

21. **Mileage Reimbursement**

- 21.1 Mileage Reimbursement – Some jobs may require the use of an individual employee's automobile. In the event this is required by the Employer, it will pay the employee a mileage reimbursement at the rate established by the Internal Revenue Service.
- 21.2 Parking Rates – City employees who work in the downtown area pay for parking in City-owned or -operated lots or on permitted street spaces. The rates below are applicable to those employees who currently work downtown or who will work downtown in the future.

21.2.1 City-Owned or -Operated Lot Rates and On-Street Parking

With respect to all parking options, city employees will be expected to pay the prevailing parking rates.

21.2.2 Payment of Parking Fees

City work locations in the downtown area require employees to pay for parking should they want to park in a City owned or operated lot or in a permitted on-street parking space. Employees not currently paying parking fees because of their work location or commuting choice are subject to paying fees if their work location or commuting choice changes to one where parking fees are in effect. Conversely, employees who currently work in the downtown area and pay for parking will not be subject to that requirement should they relocate to an area where parking fees are not charged.

21.3 Commute Trip Reduction – The City participates in a Commute Trip Reduction (CTR) program and encourages employees to use alternate modes of transportation to get to and from work. For employees who use alternate modes of transportation for their work commute at least 60% of their scheduled work time (based on mandatory monthly self-reporting), the City will provide:

- a. a taxable cash incentive (\$25) for bicycling, walking, or carpooling to work; or
- b. 100% of the cost of a bus pass; or
- c. the option of a vanpool and will pay a variable amount (amount depends on the numbers of participants) to participating employees.

Incentives are currently available to all participating employees, regardless of their current work location.

Because the CTR program is funded at a specific level, should the demand for incentives exceed the annual budget availability, the City may have to reconfigure incentive amounts and participation parameters. Should that situation arise, the City will meet with the Union to discuss proposed changes.

22. **Grievance Procedure**

22.1 Definition

For purposes of this Agreement, the term “grievance” means any dispute between the Employer and the Union or an employee concerning the application or interpretation of the terms of this Agreement. If the grievance involves a disciplinary matter, either the employee or the immediate supervisor may waive Step 1 of the grievance procedure under Section 22.2.

22.2 Procedure

Notwithstanding the grievance procedure listed below, the Employer and Union agree that it is in their mutual best interest to resolve disputes as early and informally as possible. Employees are encouraged but not required to first meet with their immediate supervisor. Every effort shall be made by both parties to reach an agreeable resolution promptly at each step of the grievance procedure.

Should there be a grievance, it shall be processed in accordance with the following steps:

Step 1.

A grievance shall first be presented in writing to the Supervisor in charge of the work being carried on by the aggrieved employee within ten (10) working days from the date the employee had knowledge or should have had knowledge of the alleged breach or violation of this Agreement.

The written grievance shall:

1. Set forth the section(s) of the Agreement allegedly violated and state the nature of the violation.
2. Indicate the date(s) of the incident(s) grieved.
3. Specify the remedy or solution to the grievance sought by the Union and/or employee(s).
4. Identify the grievant(s) and be signed by the grievant(s).

The employee and the steward or union representative shall meet with the immediate supervisor within five (5) working days of the supervisor's receipt of the grievance.

Within five (5) working days after the date of the Step 1 meeting, the supervisor shall mail, email or hand deliver a copy of their decision to the aggrieved employee(s), the employee's manager and the Union steward.

Step 2.

Should the grievance remain unresolved, the Union shall, within ten (10) working days of the mailing, emailing or hand delivery of the Step 1 response, deliver an appeal of the Step 1 decision in writing to the immediate supervisor's manager.

The immediate supervisor's manager and supervisor shall convene a meeting with the aggrieved employee(s) and the Steward and/or Union

Representative within five (5) working days of receipt of the Step 1 appeal. The immediate supervisor's manager shall make a decision on the matter within five (5) working days of the Step 2 meeting. Copies of the written decision shall be mailed, emailed or hand delivered to the aggrieved employee(s), the Union and the Department Head.

Step 3.

If the grievance remains unresolved after the decision has been rendered in Step 2, the Union shall, in writing, deliver an appeal of the Step 2 decision to the Department Head within ten (10) working days after mailing, emailing or hand delivery of the decision reached in Step 2. The Department Head and manager shall convene a meeting of the aggrieved employee and the Chief Steward within ten (10) working days of receipt of the written grievance and shall render his/her decision within five (5) working days of such meeting. Copies of the written decision shall be mailed, emailed or hand-delivered to the aggrieved employee, the Chief Steward and the City Manager.

Step 4.

If the grievance remains unresolved after the decision has been rendered in Step 3, the Union Business Representative shall, in writing, deliver an appeal of the Step 3 decision to the City Manager or his/her designated representative, with a copy to the department head, within ten (10) working days after mailing, emailing or hand delivery of the decision reached in Step 3. The City Manager or his/her designee shall convene a meeting of the aggrieved, the Union Business Representative, the department head, and other directly involved individuals as determined by the parties to be appropriate, within ten (10) working days of receipt of the written grievance and shall render his/her decision within five (5) working days of such meeting. Copies of the written decision shall be mailed, emailed or hand-delivered to the aggrieved employee(s), the Union and the department head.

22.2.1 The Union Business Representative will attempt to explain to management why the grievance is still unresolved as it moves up the steps toward arbitration, but the explanation will not have merit as to the step advancement.

22.3 Arbitration

If the grievance remains unresolved after a decision is rendered in Step 4 above, it may be submitted by the Union Business Representative to a

mutually acceptable arbitrator as hereinafter provided. If the Union Business Representative wishes to proceed to arbitration, such notice must be provided by the Union Business Representative to the City Manager within fifteen (15) working days following the Union's receipt of the City Manager's decision as outlined in Step 4.

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

Should the grievance be submitted to arbitration, the parties shall mutually select a disinterested third party to serve as arbitrator. In the event the Employer and the Union Business Representative are unable to agree on an arbitrator, the arbitrator shall be selected by the process of alternately striking from a panel of eleven (11) arbitrators from the Pacific Northwest region as furnished by the Federal Mediation and Conciliation Service (FMCS) or other mutually agreed to similar organization. The Union shall strike the first name. The request for an arbitrator shall state the general nature of the issue. The City and the Union will jointly share the fee for selection and services of an arbitrator. Each party shall pay the fees and expenses of their own attorneys, representatives and witnesses.

The arbitrator shall render a decision as promptly as possible. The arbitrator shall consider and decide only the specific issue(s) submitted in writing by the Employer and/or the Union, and shall have no authority to make a decision on any other issue not so submitted. The arbitrator shall have jurisdiction and authority only to interpret, apply or determine compliance with the specific terms of the Agreement and shall not have jurisdiction to add to, detract from or alter in any way, the provisions of this Agreement.

A decision within the jurisdiction of the arbitrator shall be final and binding upon all parties.

22.4 Group Grievances

A grievance that involves or affects a significant portion of the employees in the bargaining unit may be introduced by the Union in written form to the department head as set forth in Step 3 of the grievance procedure, and proceed as set forth from that point.

22.5 Time Restriction

If the grievance is not advanced in accordance with the time limits set forth within the procedure, the grievance shall be considered non-submitted or resolved on the basis of the Employer's last response. A grievance not responded to by the Employer within the prescribed time limits shall be granted, provided that the remedy sought conforms to the provisions of this Agreement and applicable laws. The parties may mutually agree in writing to extend the time limits for filing a grievance, advancing, or responding to a given step for a specified period of time. All references to days in this article shall mean "working days" as in a typical work week of Monday through Friday.

23. Employee Discipline and Termination

- 23.1 The Employer may discipline or discharge any newly hired or rehired employee at any time during the initial probationary period, with or without cause, and such discipline or discharge shall not be subject to appeal.
- 23.2 The Employer may, in good faith for just cause, take disciplinary action by written reprimand, suspension, transfer, delay of step increase, demotion or discharge. The degree of discipline administered shall depend on the severity of the infraction.
- 23.3 The Employer shall not take any disciplinary action as defined in this section without giving the employee the right to have a Union representative present. If an employee(s) is requested to attend any meeting for the purpose of investigation, where such investigation may lead to discipline or discharge of that employee, that employee(s) will be informed of their right to have Union representation present before such meeting is to take place. The employee shall be provided a letter setting forth the reason(s) for such action at the time such action is taken or shortly thereafter.
- 23.4 Employees shall be given the opportunity to read and answer all disciplinary letters before placement of such material into their personnel file and will be requested to sign such letters. Signature thereon shall not be construed as admission of guilt or concurrence with the discipline, but rather an indication that the employee has seen and comprehends the gravity of the disciplinary action.
- 23.5 Copies of written reprimands and other disciplinary letters will be provided to the Union. After six (6) months, copies of written reprimands will be used only to indicate trends of behavior which may lead to discipline and/or discharge.

- 23.6 The Employer shall not utilize formal written peer performance evaluations for the purpose of discussing or imposing disciplinary actions.

24. Performance Evaluations

- 24.1 Each employee's job performance shall be reviewed and evaluated at least annually.
- 24.2 Performance evaluations are not disciplinary and are not subject to the grievance procedure.
- 24.3 An employee may append his/her written comments to the performance evaluation report. Employee comments must be attached and submitted with the signed performance evaluation to Human Resources.

25. Layoff, Alternatives to Layoff, and Recall

- 25.1 Layoff Procedure – Layoffs or reductions-in- full time equivalent (FTE) positions (including transfers for this purpose and reduction in hours) may be undertaken by the City due to budgetary reductions, organizational restructuring, lack of work, reduction or elimination of funds, material change in duties or organization, reduction-in-force or workload, or in the interests of economy or efficiency.
- 25.2 Alternatives to Layoff– The City will attempt to avoid layoffs and whenever possible to consider alternatives to layoffs before final decisions are made. Disputes regarding movement and/or reassignment under 25.2 may not be advanced beyond step 3 of the grievance process. At the discretion of the City, these considerations may include:
- 25.2.1 Termination of temporary, seasonal, newly hired probationary employees and part-time employees in the job classification, work group, division or program areas being reduced.
- 25.2.2 Transfer to a vacant, available position. An employee may be eligible for a transfer provided that he/she meets the qualifications for the job.
- 25.3 Generally, after the City has identified the department, division, program area, workgroup, or job classification being reduced, layoffs will be made as follows:
- 25.3.1 Temporary, seasonal, part time, newly hired probationary employees and part-time employees shall be laid-off prior to regular status, full-time employees.
- 25.3.2 The order in which employees will be laid off shall be determined based on seniority in accordance with Article 25.7 of

this article.

25.3.3 Any exception to this will be mutually agreed to by the Union and City.

25.4 When an employee is identified for a layoff or reduction-in-force, he/she shall be permitted to move into a job or classification which he/she currently holds or has previously held, provided that the employee meets the qualifications for the job. This shall not pertain to an employee who was transferred per Article 25.2.2. In doing so, he/she may “bump” the least senior employee in that job or classification within the bargaining unit. For purposes of bumping, seniority is based on time spent within the current or previously held job or classification in the bargaining unit. Bumping may only occur within the same bargaining unit. Once an employee has been bumped, and wishes to exercise their right to bump, they will not be allowed to bump back into the same workgroup.

For example: A Customer Service Representative (CSR) in Utilities gets bumped by a CSR from City Hall. The Utilities CSR cannot bump another CSR within the Utilities workgroup.

An employee who has transferred pursuant to 25.2.2 or bumped into a new position as an alternative to layoff and who fails to perform the functions of the new position during probation will be placed on the reinstatement list. Such employees will only be eligible for reinstatement to the position from which they were laid off. Failure to pass probation for reasons other than performing the functions of the new position may result in termination in accordance with Article 23

25.4.1 The rules for layoff and bumping for Support Specialists are outlined in Appendix “C”.

25.4.2 The rules for layoff and bumping for Engineering Technicians are outlined in Appendix “D”.

25.4.3 Layoff and bumping for a Civil Service position shall be based upon seniority within a civil service position. For purposes of layoff and bumping, a non-civil service employee cannot bump into a civil service position unless an employee meets minimum qualifications for the position and been certified into civil service.

25.5 Notice to Union – Representatives of the City and the Union shall meet within fifteen (15) working days after the City has officially determined that a layoff or reduction-in- FTE will affect any Union member. At this meeting, the City shall inform the Union of the details of the layoff and provide a current seniority list as well as any other relevant information.

25.6 Notice to Employees – Each employee to be laid off shall be given at least thirty (30) calendar days' notice of layoff, with a copy to the Union. Employees who remain may be assigned the additional duties of those lower classified positions that were laid off. Such a situation will not result in a decrease in pay or downward reclassification.

25.6.1 Once the City has notified the affected employee of layoff and there is an available vacant position or a position for the employee to bump into, if any, he/she must notify Human Resources in writing of his/her intent to accept a vacant position or exercise bumping rights within ten (10) working days of the initial layoff notice. If notification is not received within the allotted time, rights to vacant positions or to bump shall be waived by the employee. The Employee will subsequently be placed on the reinstatement list.

25.7 Seniority –Seniority shall be defined as the employee's most recent date of hire into their respective bargaining unit except for a Civil Service employee. The seniority date for a Civil Service employee shall be determined by the length of time the employee has been certified in a Civil Service position within their respective bargaining unit. Should the seniority of any two or more employees be equal, the respective seniority rights of such employees shall be determined by date of application, and if that is the same, the affected employees shall draw lots. Employee seniority shall not be reduced because of unpaid leave protected under state and federal regulations.

25.8 Recall – Employees who have been laid off, or transferred as an alternative to layoff, are eligible for recall for a period of thirty-six (36) months following the date of layoff or reduction in FTE. The names of persons laid off will be placed on a recall list. When a vacancy occurs in the same job classification for which there exists a recall list, the City will fill the vacancy using that list with the understanding that employees must meet the required minimum qualifications for the position to which they would be recalled into. If there is more than one employee on the recall list eligible for a vacancy in a particular job class, the City will use City seniority as defined in Article 25.7 to determine who shall be offered recall. Recall notices will be sent by certified mail to the last address reflected in the employee's official personnel file.

25.8.1 When an employee is recalled within thirty-six (36) months to the job or classification, from which they were laid off, they will be placed into the same step occupied at the time of the layoff and will not serve an additional probationary period. Recalled employees will have their accrual rates restored to the same accrual rate as of the date of layoff.

25.8.2 Reinstatement. Employees in a recall status may also apply and be considered for job openings outside their job classification prior to or after layoff. Any employee who is offered a job other than the position from which they were laid off within thirty-six (36) months of their layoff will be treated as a new employee and will serve a new probationary period. Employees will also be placed into the salary schedule for the new position consistent with the applicable salary schedule or guidelines. Reinstated employees will have their accrual rates restored to the same accrual rate as of the date of layoff.

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

25.8.4 Benefit accrual and service credit will be discontinued while in layoff status of thirty (30) or more days. However, upon recall or reinstatement, an employee's previous hire date will be maintained, but the employee's service date will be adjusted to deduct the time spent in a layoff status.

25.9 Eligibility for recall/reinstatement ends if:

25.9.1 An employee refuses to accept an offer of recall to a position in the same classification as that from which he/she was laid off.

25.9.2 An employee fails to respond to an offer of recall within fourteen (14) calendar days following the date the offer is mailed.

25.9.3 The employee requests in writing to be removed from the recall list.

25.9.4 The employee resigns or retires.

Definitions of Alternative to Layoff

- A. Transfer (moves laterally) – The movement from one position within a job classification to another position within the same classification or from one position to a position with a different classification in the same pay range. A transferred employee would be placed at the same step in the

same range as the position that they transferred from. Terms and conditions are provided of transfers are provided in Article 9.5.

- B. Demotion – The movement from a higher paid job classification to a lower paid job classification. An employee accepting a demotion may serve a probationary period and would be placed at the top step of the lower job classification range or the step in the job classification range that provides the least amount of decrease in pay.

26. **Contracting Out/Out-Sourcing**

- 26.1 Should the City contract out or out-source work which is currently being performed by Union employees, the City shall inform the Union and shall meet with the Union to impact bargain.

27. **Volunteers**

- 27.1 The parties agree that the City of Vancouver may establish and fill volunteer (unpaid) positions so long as such positions do not result in the:
 - a. layoff of regular staff, and/or
 - b. non-reinstatement of regular staff.

The duties of volunteers shall be determined by the City of Vancouver. Duties performed on a regular basis by OPEIU members will not be performed by volunteers without written agreement by the Union. A description of duties performed by volunteers shall be available for review by the Union Business Representative.

No positions within the bargaining unit will be reduced and/or eliminated because of creating or filling volunteer positions. The City will not utilize volunteers in lieu of filling vacancies.

28. **Temporary or Seasonal Workers**

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

- 28.2 The intended use of temporary or seasonal workers by the Employer is to cover seasonal workloads and to fill unexpected vacancies created by a sudden increased workload, termination or disabilities of regular full-time employees. It is acknowledged that there will be exceptions to this policy. Exceptions to this policy shall be mutually agreed upon by the Employer and the Union.
- 28.3 The Employer will make all records of temporary or seasonal workers, the date they started, and total hours worked, available to the Union upon request.

29. Conflict of Contract and City Employment Policies

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

30. Separability Clause

- 30.1 If an article of this Agreement should be held invalid by operation of law or by any tribunal of competent jurisdiction or if compliance with or enforcement of any article should be restrained by such tribunal, the remainder of this Agreement shall not be affected thereby and the parties shall enter into immediate collective bargaining negotiations for the purpose of arriving at a mutually satisfactory replacement for such article.

31. Labor-Management Committee

- 31.1 The Employer and the Unions have established a labor-management committee which will meet on a regular basis. The committee shall include up to four (4) bargaining unit members, one (1) Union Staff Representative or Business Agent from each Union and not more than ten (10) management representatives. Topics for the agenda will be shared at least one (1) week before the meeting. Issues not covered by the contract, clarification of contract issues, various surveys and committee work

related to mandatory bargaining subjects, and City employment policies shall be regular agenda items for this committee. In the Event that other Union(s) end their participation in the labor management committee, OPEIU Local 11's commitment to the labor management committee process will remain unaffected.

32. **Contract Amendments**

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

33. **Termination and Renewal**

33.1 This Agreement and all attachments hereto shall be in full force and effect from January 1, 2017~~8~~ through December 31, 2017~~2020~~, and shall continue in effect if renewed or extended by mutual agreement.

33.2 Not less than ~~sixty-one hundred twenty~~ (~~60~~120) days prior to the end of the contract, either party may notify the other in writing of its desire to terminate or modify the Agreement, provided that an earlier commencement may be scheduled by mutual agreement.

Dated this _____ day of _____, 2017.

For the Employer

For the Union

Eric Holmes, City Manager

~~Matt Devore~~Karyn Morrison, Business Representative

~~Suzi E. Schwabe~~Lenda Crawford, ~~Human Resources Director~~Deputy City Manager

Erik Bjerke, Chief Steward

Jinny Jones, Steward

Mike Schroetke, Steward

Approved as to form:

E. Bronson Potter, City Attorney

Attest:

~~R. Lloyd Tyler~~ Natasha Ramras, City Clerk
~~By: Carrie Lewellen, Deputy City Clerk~~

APPENDIX A – CLASSIFICATION AND RATES OF PAY

Schedule adjusted by 2% effective January 1, 2017

January 1, 2017 through December 31, 2017									
Range	Classification	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8
1	Mailroom Clerk	\$ 2,774	\$ 2,872	\$ 2,972	\$ 3,076	\$ 3,184	\$ 3,296	\$ 3,411	\$ 3,548
2		\$ 2,844	\$ 2,944	\$ 3,047	\$ 3,154	\$ 3,264	\$ 3,378	\$ 3,497	\$ 3,636
3		\$ 2,915	\$ 3,017	\$ 3,123	\$ 3,232	\$ 3,346	\$ 3,463	\$ 3,583	\$ 3,727
4	Accounting Clerk I	\$ 2,989	\$ 3,093	\$ 3,201	\$ 3,313	\$ 3,429	\$ 3,549	\$ 3,673	\$ 3,820
5	Facilities Assistant (WREC)	\$ 3,063	\$ 3,170	\$ 3,281	\$ 3,396	\$ 3,515	\$ 3,637	\$ 3,765	\$ 3,916
6		\$ 3,140	\$ 3,250	\$ 3,363	\$ 3,481	\$ 3,603	\$ 3,729	\$ 3,860	\$ 4,014
7	Facilities Assistant (Recreation) Support Specialist II Utility Clerk	\$ 3,218	\$ 3,330	\$ 3,448	\$ 3,568	\$ 3,692	\$ 3,822	\$ 3,956	\$ 4,114
8		\$ 3,299	\$ 3,414	\$ 3,533	\$ 3,657	\$ 3,785	\$ 3,918	\$ 4,055	\$ 4,217
9	Customer Service Representative Parking Enforcement Officer Parking Officer	\$ 3,381	\$ 3,500	\$ 3,622	\$ 3,749	\$ 3,880	\$ 4,016	\$ 4,155	\$ 4,322
10	Accounting Clerk II Permit Specialist I	\$ 3,465	\$ 3,586	\$ 3,712	\$ 3,842	\$ 3,977	\$ 4,116	\$ 4,260	\$ 4,430
11	Police Records Specialist Support Specialist III	\$ 3,552	\$ 3,676	\$ 3,805	\$ 3,938	\$ 4,076	\$ 4,219	\$ 4,367	\$ 4,541
12		\$ 3,640	\$ 3,768	\$ 3,900	\$ 4,037	\$ 4,178	\$ 4,324	\$ 4,476	\$ 4,654
13	Material Control Coordinator Program Coordinator I Sr. Customer Service Representative Utility Service Inspector	\$ 3,732	\$ 3,863	\$ 3,997	\$ 4,137	\$ 4,282	\$ 4,432	\$ 4,587	\$ 4,771
14	Engineering Tech I Payroll Analyst Police Service Technician Senior Accounting Clerk Survey Technician I	\$ 3,825	\$ 3,959	\$ 4,097	\$ 4,241	\$ 4,389	\$ 4,543	\$ 4,702	\$ 4,890
15		\$ 3,921	\$ 4,058	\$ 4,200	\$ 4,347	\$ 4,499	\$ 4,656	\$ 4,820	\$ 5,012
16	Lead Police Records Specialist Permit Specialist II	\$ 4,019	\$ 4,160	\$ 4,305	\$ 4,455	\$ 4,611	\$ 4,773	\$ 4,940	\$ 5,138

January 1, 2017 through December 31, 2017									
17	Construction Inspector I	\$ 4,119	\$ 4,264	\$ 4,413	\$ 4,568	\$ 4,727	\$ 4,892	\$ 5,063	\$ 5,266
18		\$ 4,222	\$ 4,370	\$ 4,523	\$ 4,681	\$ 4,845	\$ 5,014	\$ 5,190	\$ 5,398
19	Evidence Technician	\$ 4,328	\$ 4,479	\$ 4,636	\$ 4,798	\$ 4,966	\$ 5,140	\$ 5,320	\$ 5,532
20		\$ 4,436	\$ 4,591	\$ 4,752	\$ 4,918	\$ 5,091	\$ 5,268	\$ 5,453	\$ 5,671
21	Lead Permit Specialist	\$ 4,547	\$ 4,706	\$ 4,871	\$ 5,041	\$ 5,217	\$ 5,400	\$ 5,590	\$ 5,813
22		\$ 4,660	\$ 4,824	\$ 4,993	\$ 5,167	\$ 5,348	\$ 5,536	\$ 5,729	\$ 5,958
23	Evidence Coordinator	\$ 4,777	\$ 4,944	\$ 5,117	\$ 5,297	\$ 5,481	\$ 5,673	\$ 5,872	\$ 6,107
24		\$ 4,897	\$ 5,068	\$ 5,245	\$ 5,428	\$ 5,619	\$ 5,815	\$ 6,019	\$ 6,260
25	Senior Engineering Technician Senior Surveyor Technician	\$ 5,019	\$ 5,195	\$ 5,376	\$ 5,564	\$ 5,759	\$ 5,961	\$ 6,170	\$ 6,417
26		\$ 5,145	\$ 5,325	\$ 5,511	\$ 5,704	\$ 5,904	\$ 6,110	\$ 6,324	\$ 6,577
27	Engineering Specialist Survey Specialist	\$ 5,273	\$ 5,458	\$ 5,649	\$ 5,847	\$ 6,051	\$ 6,263	\$ 6,482	\$ 6,742
28		\$ 5,405	\$ 5,594	\$ 5,790	\$ 5,993	\$ 6,203	\$ 6,419	\$ 6,644	\$ 6,909
29	Engineering Specialist (Construction) - Construction Inspection Specialist	\$ 5,540	\$ 5,733	\$ 5,934	\$ 6,143	\$ 6,358	\$ 6,579	\$ 6,810	\$ 7,083
30		\$ 5,679	\$ 5,878	\$ 6,083	\$ 6,295	\$ 6,516	\$ 6,744	\$ 6,980	\$ 7,259

OPEIU 2018 Salary Ranges									
January 1, 2018 through December 31, 2018									
Range	Classification	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8
1	Mailroom Clerk	\$ 2,829	\$ 2,929	\$ 3,031	\$ 3,138	\$ 3,248	\$ 3,362	\$ 3,479	\$ 3,619
2		\$ 2,901	\$ 3,003	\$ 3,108	\$ 3,217	\$ 3,329	\$ 3,446	\$ 3,567	\$ 3,709
3		\$ 2,973	\$ 3,077	\$ 3,185	\$ 3,297	\$ 3,413	\$ 3,532	\$ 3,655	\$ 3,802
4	Accounting Clerk I	\$ 3,049	\$ 3,155	\$ 3,265	\$ 3,379	\$ 3,498	\$ 3,620	\$ 3,746	\$ 3,896
5		\$ 3,124	\$ 3,233	\$ 3,347	\$ 3,464	\$ 3,585	\$ 3,710	\$ 3,840	\$ 3,994
6	Facilities Assistant (WREC)	\$ 3,203	\$ 3,315	\$ 3,430	\$ 3,551	\$ 3,675	\$ 3,804	\$ 3,937	\$ 4,094
7	Facilities Assistant (Recreation) Support Specialist II Utility Clerk	\$ 3,282	\$ 3,397	\$ 3,517	\$ 3,639	\$ 3,766	\$ 3,898	\$ 4,035	\$ 4,196
8		\$ 3,365	\$ 3,482	\$ 3,604	\$ 3,730	\$ 3,861	\$ 3,996	\$ 4,136	\$ 4,301
9		\$ 3,449	\$ 3,570	\$ 3,694	\$ 3,824	\$ 3,958	\$ 4,096	\$ 4,238	\$ 4,408
	Customer Service Representative								
	Parking Enforcement Officer								
	Parking Officer								
10	Accounting Clerk II Permit Specialist I	\$ 3,534	\$ 3,658	\$ 3,786	\$ 3,919	\$ 4,057	\$ 4,198	\$ 4,345	\$ 4,519
11		\$ 3,623	\$ 3,750	\$ 3,881	\$ 4,017	\$ 4,158	\$ 4,303	\$ 4,454	\$ 4,632
	Police Records Specialist								
	Support Specialist III								
	Records Specialist								
12		\$ 3,713	\$ 3,843	\$ 3,978	\$ 4,118	\$ 4,262	\$ 4,410	\$ 4,566	\$ 4,747
13	Material Control Coordinator Program Coordinator I Sr. Customer Service Representative Utility Service Inspector	\$ 3,807	\$ 3,940	\$ 4,077	\$ 4,220	\$ 4,368	\$ 4,521	\$ 4,679	\$ 4,866
14	Engineering Tech I Payroll Analyst Police Service Technician Senior Accounting Clerk	\$ 3,902	\$ 4,038	\$ 4,179	\$ 4,326	\$ 4,477	\$ 4,634	\$ 4,796	\$ 4,988
15		\$ 3,999	\$ 4,139	\$ 4,284	\$ 4,434	\$ 4,589	\$ 4,749	\$ 4,916	\$ 5,112

16	Lead Police Records Specialist Permit Specialist II	\$ 4,099	\$ 4,243	\$ 4,391	\$ 4,544	\$ 4,703	\$ 4,868	\$ 5,039	\$ 5,241
17	Construction Inspector I	\$ 4,201	\$ 4,349	\$ 4,501	\$ 4,659	\$ 4,822	\$ 4,990	\$ 5,164	\$ 5,371
18	Evidence Technician	\$ 4,306	\$ 4,457	\$ 4,613	\$ 4,775	\$ 4,942	\$ 5,114	\$ 5,294	\$ 5,506
19	Public Records Officer	\$ 4,415	\$ 4,569	\$ 4,729	\$ 4,894	\$ 5,065	\$ 5,243	\$ 5,426	\$ 5,643
20	Engineering Technician II Surveyor	\$ 4,525	\$ 4,683	\$ 4,847	\$ 5,016	\$ 5,193	\$ 5,373	\$ 5,562	\$ 5,784
21	Lead Permit Specialist	\$ 4,638	\$ 4,800	\$ 4,968	\$ 5,142	\$ 5,321	\$ 5,508	\$ 5,702	\$ 5,929
22	Evidence Coordinator	\$ 4,753	\$ 4,920	\$ 5,093	\$ 5,270	\$ 5,455	\$ 5,647	\$ 5,844	\$ 6,077
23	Construction Inspector II	\$ 4,873	\$ 5,043	\$ 5,219	\$ 5,403	\$ 5,591	\$ 5,786	\$ 5,989	\$ 6,229
24	Senior Engineering Technician Senior Surveyor	\$ 4,995	\$ 5,169	\$ 5,350	\$ 5,537	\$ 5,731	\$ 5,931	\$ 6,139	\$ 6,385
25	Crime Analyst	\$ 5,119	\$ 5,299	\$ 5,484	\$ 5,675	\$ 5,874	\$ 6,080	\$ 6,293	\$ 6,545
26	Engineering Specialist Survey Specialist	\$ 5,248	\$ 5,432	\$ 5,621	\$ 5,818	\$ 6,022	\$ 6,232	\$ 6,450	\$ 6,709
27	Senior Construction Inspector	\$ 5,378	\$ 5,567	\$ 5,762	\$ 5,964	\$ 6,172	\$ 6,388	\$ 6,612	\$ 6,877
28		\$ 5,513	\$ 5,706	\$ 5,906	\$ 6,113	\$ 6,327	\$ 6,547	\$ 6,777	\$ 7,047
29	Construction Inspection Specialist	\$ 5,651	\$ 5,848	\$ 6,053	\$ 6,266	\$ 6,485	\$ 6,711	\$ 6,946	\$ 7,225
30		\$ 5,793	\$ 5,996	\$ 6,205	\$ 6,421	\$ 6,646	\$ 6,879	\$ 7,120	\$ 7,404

OPEIU 2019 Salary Ranges									
January 1, 2019 through December 31, 2019									
Range	Classification	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8
1	Mailroom Clerk	\$ 2,886	\$ 2,988	\$ 3,092	\$ 3,201	\$ 3,313	\$ 3,429	\$ 3,549	\$ 3,691
2		\$ 2,959	\$ 3,063	\$ 3,170	\$ 3,281	\$ 3,396	\$ 3,515	\$ 3,638	\$ 3,783
3		\$ 3,032	\$ 3,139	\$ 3,249	\$ 3,363	\$ 3,481	\$ 3,603	\$ 3,728	\$ 3,878
4	Accounting Clerk I	\$ 3,110	\$ 3,218	\$ 3,330	\$ 3,447	\$ 3,568	\$ 3,692	\$ 3,821	\$ 3,974
5	Facilities Assistant (WREC)	\$ 3,186	\$ 3,298	\$ 3,414	\$ 3,533	\$ 3,657	\$ 3,784	\$ 3,917	\$ 4,074
6		\$ 3,267	\$ 3,381	\$ 3,499	\$ 3,622	\$ 3,749	\$ 3,880	\$ 4,016	\$ 4,176
7	Facilities Assistant (Recreation) Support Specialist II Utility Clerk	\$ 3,348	\$ 3,465	\$ 3,587	\$ 3,712	\$ 3,841	\$ 3,976	\$ 4,116	\$ 4,280
8		\$ 3,432	\$ 3,552	\$ 3,676	\$ 3,805	\$ 3,938	\$ 4,076	\$ 4,219	\$ 4,387
9	Customer Service Representative Parking Enforcement Officer Parking Officer	\$ 3,518	\$ 3,641	\$ 3,768	\$ 3,900	\$ 4,037	\$ 4,178	\$ 4,323	\$ 4,496
10	Accounting Clerk II Permit Specialist I	\$ 3,605	\$ 3,731	\$ 3,862	\$ 3,997	\$ 4,138	\$ 4,282	\$ 4,432	\$ 4,609
11	Police Records Specialist Support Specialist III Records Specialist	\$ 3,695	\$ 3,825	\$ 3,959	\$ 4,097	\$ 4,241	\$ 4,389	\$ 4,543	\$ 4,725
12		\$ 3,787	\$ 3,920	\$ 4,058	\$ 4,200	\$ 4,347	\$ 4,498	\$ 4,657	\$ 4,842
13	Material Control Coordinator Program Coordinator I Sr. Customer Service Representative Utility Service Inspector	\$ 3,883	\$ 4,019	\$ 4,159	\$ 4,304	\$ 4,455	\$ 4,611	\$ 4,773	\$ 4,963
14	Engineering Tech I Payroll Analyst Police Service Technician Senior Accounting Clerk	\$ 3,980	\$ 4,119	\$ 4,263	\$ 4,413	\$ 4,567	\$ 4,727	\$ 4,892	\$ 5,088
15		\$ 4,079	\$ 4,222	\$ 4,370	\$ 4,523	\$ 4,681	\$ 4,844	\$ 5,014	\$ 5,214

16	Lead Police Records Specialist Permit Specialist II	\$ 4,181	\$ 4,328	\$ 4,479	\$ 4,635	\$ 4,797	\$ 4,965	\$ 5,140	\$ 5,346
17	Construction Inspector I	\$ 4,285	\$ 4,436	\$ 4,591	\$ 4,752	\$ 4,918	\$ 5,090	\$ 5,267	\$ 5,478
18	Evidence Technician	\$ 4,392	\$ 4,546	\$ 4,705	\$ 4,871	\$ 5,041	\$ 5,216	\$ 5,400	\$ 5,616
19	Public Records Officer	\$ 4,503	\$ 4,660	\$ 4,824	\$ 4,992	\$ 5,166	\$ 5,348	\$ 5,535	\$ 5,756
20	Engineering Technician II Surveyor	\$ 4,616	\$ 4,777	\$ 4,944	\$ 5,116	\$ 5,297	\$ 5,480	\$ 5,673	\$ 5,900
21	Lead Permit Specialist	\$ 4,731	\$ 4,896	\$ 5,067	\$ 5,245	\$ 5,427	\$ 5,618	\$ 5,816	\$ 6,048
22	Evidence Coordinator	\$ 4,848	\$ 5,018	\$ 5,195	\$ 5,375	\$ 5,564	\$ 5,760	\$ 5,961	\$ 6,199
23	Construction Inspector II	\$ 4,970	\$ 5,144	\$ 5,323	\$ 5,511	\$ 5,703	\$ 5,902	\$ 6,109	\$ 6,354
24	Senior Engineering Technician Senior Surveyor	\$ 5,095	\$ 5,272	\$ 5,457	\$ 5,648	\$ 5,846	\$ 6,050	\$ 6,262	\$ 6,513
25	Crime Analyst	\$ 5,221	\$ 5,405	\$ 5,594	\$ 5,789	\$ 5,991	\$ 6,202	\$ 6,419	\$ 6,676
26	Engineering Specialist Survey Specialist	\$ 5,353	\$ 5,541	\$ 5,733	\$ 5,934	\$ 6,142	\$ 6,357	\$ 6,579	\$ 6,843
27	Senior Construction Inspector	\$ 5,486	\$ 5,678	\$ 5,877	\$ 6,083	\$ 6,295	\$ 6,516	\$ 6,744	\$ 7,015
28		\$ 5,623	\$ 5,820	\$ 6,024	\$ 6,235	\$ 6,454	\$ 6,678	\$ 6,913	\$ 7,188
29	Construction Inspection Specialist	\$ 5,764	\$ 5,965	\$ 6,174	\$ 6,391	\$ 6,615	\$ 6,845	\$ 7,085	\$ 7,370
30		\$ 5,909	\$ 6,116	\$ 6,329	\$ 6,549	\$ 6,779	\$ 7,017	\$ 7,262	\$ 7,552

OPEIU 2020 Salary Ranges									
January 1, 2020 through December 31, 2020									
Range	Classification	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8
1	Mailroom Clerk	\$ 2,944	\$ 3,048	\$ 3,154	\$ 3,265	\$ 3,379	\$ 3,498	\$ 3,620	\$ 3,765
2		\$ 3,018	\$ 3,124	\$ 3,233	\$ 3,347	\$ 3,464	\$ 3,585	\$ 3,711	\$ 3,859
3		\$ 3,093	\$ 3,202	\$ 3,314	\$ 3,430	\$ 3,551	\$ 3,675	\$ 3,803	\$ 3,956
4	Accounting Clerk I	\$ 3,172	\$ 3,282	\$ 3,397	\$ 3,516	\$ 3,639	\$ 3,766	\$ 3,897	\$ 4,053
5	Facilities Assistant (WREC)	\$ 3,250	\$ 3,364	\$ 3,482	\$ 3,604	\$ 3,730	\$ 3,860	\$ 3,995	\$ 4,155
6		\$ 3,332	\$ 3,449	\$ 3,569	\$ 3,694	\$ 3,824	\$ 3,958	\$ 4,096	\$ 4,260
7	Facilities Assistant (Recreation)	\$ 3,415	\$ 3,534	\$ 3,659	\$ 3,786	\$ 3,918	\$ 4,056	\$ 4,198	\$ 4,366
	Support Specialist II								
	Utility Clerk								
8		\$ 3,501	\$ 3,623	\$ 3,750	\$ 3,881	\$ 4,017	\$ 4,158	\$ 4,303	\$ 4,475
9	Customer Service Representative	\$ 3,588	\$ 3,714	\$ 3,843	\$ 3,978	\$ 4,118	\$ 4,262	\$ 4,409	\$ 4,586
	Parking Enforcement Officer								
	Parking Officer								
10	Accounting Clerk II	\$ 3,677	\$ 3,806	\$ 3,939	\$ 4,077	\$ 4,221	\$ 4,368	\$ 4,521	\$ 4,701
	Permit Specialist I								
11	Police Records Specialist	\$ 3,769	\$ 3,902	\$ 4,038	\$ 4,179	\$ 4,326	\$ 4,477	\$ 4,634	\$ 4,820
	Support Specialist III								
	Records Specialist								
12		\$ 3,863	\$ 3,998	\$ 4,139	\$ 4,284	\$ 4,434	\$ 4,588	\$ 4,750	\$ 4,939
13	Material Control Coordinator	\$ 3,961	\$ 4,099	\$ 4,242	\$ 4,390	\$ 4,544	\$ 4,703	\$ 4,868	\$ 5,062
	Program Coordinator I								
	Sr. Customer Service Representative								
	Utility Service Inspector								
14	Engineering Tech I	\$ 4,060	\$ 4,201	\$ 4,348	\$ 4,501	\$ 4,658	\$ 4,822	\$ 4,990	\$ 5,190
	Payroll Analyst								
	Police Service Technician								
	Senior Accounting Clerk								
15		\$ 4,161	\$ 4,306	\$ 4,457	\$ 4,613	\$ 4,775	\$ 4,941	\$ 5,114	\$ 5,318

16	Lead Police Records Specialist Permit Specialist II	\$ 4,265	\$ 4,415	\$ 4,569	\$ 4,728	\$ 4,893	\$ 5,064	\$ 5,243	\$ 5,453
17	Construction Inspector I	\$ 4,371	\$ 4,525	\$ 4,683	\$ 4,847	\$ 5,016	\$ 5,192	\$ 5,372	\$ 5,588
18	Evidence Technician	\$ 4,480	\$ 4,637	\$ 4,799	\$ 4,968	\$ 5,142	\$ 5,320	\$ 5,508	\$ 5,728
19	Public Records Officer	\$ 4,593	\$ 4,753	\$ 4,920	\$ 5,092	\$ 5,269	\$ 5,455	\$ 5,646	\$ 5,871
20	Engineering Technician II Surveyor	\$ 4,708	\$ 4,873	\$ 5,043	\$ 5,218	\$ 5,403	\$ 5,590	\$ 5,786	\$ 6,018
21	Lead Permit Specialist	\$ 4,826	\$ 4,994	\$ 5,168	\$ 5,350	\$ 5,536	\$ 5,730	\$ 5,932	\$ 6,169
22	Evidence Coordinator	\$ 4,945	\$ 5,118	\$ 5,299	\$ 5,483	\$ 5,675	\$ 5,875	\$ 6,080	\$ 6,323
23	Construction Inspector II	\$ 5,069	\$ 5,247	\$ 5,429	\$ 5,621	\$ 5,817	\$ 6,020	\$ 6,231	\$ 6,481
24	Senior Engineering Technician Senior Surveyor	\$ 5,197	\$ 5,377	\$ 5,566	\$ 5,761	\$ 5,963	\$ 6,171	\$ 6,387	\$ 6,643
25	Crime Analyst	\$ 5,325	\$ 5,513	\$ 5,706	\$ 5,905	\$ 6,111	\$ 6,326	\$ 6,547	\$ 6,810
26	Engineering Specialist Survey Specialist	\$ 5,460	\$ 5,652	\$ 5,848	\$ 6,053	\$ 6,265	\$ 6,484	\$ 6,711	\$ 6,980
27	Senior Construction Inspector	\$ 5,596	\$ 5,792	\$ 5,995	\$ 6,205	\$ 6,421	\$ 6,646	\$ 6,879	\$ 7,155
28		\$ 5,735	\$ 5,936	\$ 6,144	\$ 6,360	\$ 6,583	\$ 6,812	\$ 7,051	\$ 7,332
29	Construction Inspection Specialist	\$ 5,879	\$ 6,084	\$ 6,297	\$ 6,519	\$ 6,747	\$ 6,982	\$ 7,227	\$ 7,517
30		\$ 6,027	\$ 6,238	\$ 6,456	\$ 6,680	\$ 6,915	\$ 7,157	\$ 7,407	\$ 7,703

Salary Range Structure:

2.5% between ranges; 3.5% spread between steps 1 through 7; 4% spread between steps 7 and 8

Appendix B –Paid Time Off (PTO) Schedule

EMPLOYEE PAID TIME OFF (PTO) ACCRUAL SCHEDULE For employees hired before March 24, 2003 and after January 1, 1980						
During Year of Service	Hours Per Month	Days Per Year (Based on an 8 Hour Day)	Maximum Payout at Separation Hours / Days (Based on an 8 Hour Day)		Maximum Accumulation Hours/Days (Based on an 8 Hour Day)	
1-5	18.34	27.5	440	55	608	76
6-10	20.34	30.5	488	61	656	82
11-15	22.34	33.5	536	67	704	88
16-20	24.34	36.5	584	73	752	94
21+	26.34	39.5	632	79	800	100

EMPLOYEE PAID TIME OFF (PTO) ACCRUAL SCHEDULE For employees hired on or after March 24, 2003						
During Year of Service	Hours Per Month	Days Per Year (Based on an 8 Hour Day)	Maximum Payout at Separation Hours / Days (Based on an 8 Hour Day)		Maximum Accumulation Hours/Days (Based on an 8 Hour Day)	
1-2	15	22.5	360	45	528	66
3-5	18.34	27.5	440	55	608	76
6-10	20.34	30.5	488	61	656	82
11-15	22.34	33.5	536	67	704	88
16-20	24.34	36.5	584	73	752	94
21+	26.34	39.5	632	79	800	100

Appendix C – Layoff and Bumping for Support Specialists

DEFINITION: For the purpose of this appendix, the term Job Classification shall mean all employees working as Support Specialists, which contain three (3) levels of skill, with the lowest skill level being “I” and the highest skill level being “III”. The term “Civil Service Employee” shall mean all employees that have been appointed to a classified civil service position from a certified eligibility list and have satisfactorily completed the probationary period or an employee that was grandfathered into Civil Service as of January 1, 2018.

Prior to laying off in the Support Specialist Classification, the City will continue in its past practice of making every effort to place those member(s) whose position is being laid off into another vacant position in the same job classification at the same or lower level, assuming the employee meets the minimum qualifications for the available position.

If no vacant positions within the same job classification are available, the employee whose position is scheduled to be laid off shall be allowed to exercise their seniority over employees with less seniority represented by OPEIU, in the same or lower level within the Support Specialist job classification as follows:

1. A Support Specialist III can bump the least senior Support Specialist III represented by OPEIU in the same department, over whom they have greater seniority, assuming the employee meets the minimum qualifications for the position. If there is not a least senior Support Specialist III available to be bumped, then the Support Specialist III being laid off may bump the least senior Support Specialist II or Support Specialist I represented by OPEIU in the City, over whom they have greater seniority, assuming the employee meets the minimum qualifications for the position.
2. A Support Specialist II can bump the least senior Support Specialist II represented by OPEIU in the City, over whom they have greater seniority, assuming the employee meets the minimum qualifications for the position. If there is not a least senior Support Specialist II available to be bumped, then the Support Specialist II being laid off may bump the least senior Support Specialist I represented by OPEIU in the City, over whom they have greater seniority, assuming the employee meets the minimum qualifications for the position.
3. A Support Specialist I can bump the least senior Support Specialist I represented by OPEIU in the City, over whom they have greater seniority.

The following bumping parameters will apply to Support Specialists exercising bumping rights:

1. A non-Civil Service employee cannot bump into a civil service position unless the employee meets minimum qualifications for the position and has passed the civil service exam.

2. A full-time, regular employee (1.0 FTE) would first be eligible to bump the least senior, full-time, regular employee (1.0 FTE), over whom they have greater seniority. He/she would also be permitted to bump a less than 1.0 FTE employee, provided that person is the least senior Support Specialist.
3. If there is not a less senior full-time, regular employee (1.0 FTE) to bump, the employee identified for layoff would then be eligible to bump the least senior part time employee (less than 1.0 FTE).

Those employees who are bumped shall have the same bumping rights and privileges as if they were laid off.

All employees bumping into, or being placed into another Support Specialist position, in lieu of layoff, will serve a standard six month probationary period in the new position. Failure to pass probation in any new position may result in termination of employment with the City.

All other issues regarding layoff, recall, probation, etc. will follow City Policy and the Labor Contract between the City and OPEIU.

Appendix D – Layoff and Bumping for Engineering Technicians

It is mutually agreed that classifications in the Engineering Technician Series shall be referred to and in order of most skilled as: Engineering Specialist, Engineering Technician III or Sr., Engineering Technician, Engineering Technician II, and Engineering Technician I.

For the purpose of this appendix, the term Job Classification shall mean all employees working in the Engineering Technician Series which contain distinct separate levels skills that may or may not be interchangeable either to lateral positions or lower positions within the Engineering Technician classification. The term “Civil Service Employee” shall mean all employees that have been appointed to a classified civil service position from a certified eligibility list and have satisfactorily completed the probationary period or an employee that was grandfathered into Civil Service as of January 1, 2018.

Bargaining unit members working under the Engineering Technician Series shall be observed under the following language:

Prior to laying off in the Engineering Technician Classification, the City will continue in its past practice of making every effort to place those member(s) whose position is being laid off or reduced into another vacant position in the same job classification at the same or lower level, assuming the employee meets the minimum qualifications for the available position.

If no vacant positions within the same job classification are available, the employee whose position is scheduled to be laid off shall be allowed to exercise their seniority over employees with less seniority represented by OPEIU Local 11, in the same or lower level within the Engineering Technician Series as follows, provided the employee meets the minimum qualification for the position at the time of the bump:

1. An Engineering Specialist may bump the least senior Engineering Specialist, represented by OPEIU Local 11 in the same department, over whom they have greater seniority, assuming the employee meets the minimum qualifications for the position. If there is not a least senior Engineering Specialist available to be bumped, then the Engineering Specialist laid off may bump the least senior Engineering Technician III, Engineering Technician II or Engineering Technician I represented by OPEIU Local 11 in the City, over whom they have greater seniority, assuming the employee meets the minimum qualifications for the position.
2. An Engineering Technician III may bump the least senior Engineering Technician III represented by OPEIU Local 11 in the City, over whom they have greater seniority, assuming the employee meets the minimum qualifications for the position. If there is not a least senior Engineering Technician III available to be bumped, then the Engineering Technician III being laid off may bump the least senior Engineering Technician II or Engineering Technician I represented by OPEIU Local 11 in the City, over whom they

have greater seniority, assuming the employee meets the minimum qualifications for the position.

3. An Engineering Technician II may bump the least senior Engineering Technician II represented by OPEIU in the City, over whom they have greater seniority, assuming the employee meets the minimum qualifications for the position. If there is not a least senior Engineering Technician II available to be bumped, then the Engineering Technician II being laid off may bump the least senior Engineering Technician I represented by OPEIU Local 11 in the City, over whom they have greater seniority, assuming the employee meets the minimum qualifications for the position.
4. An Engineering Technician I may bump the least senior Engineering Technician I represented by OPEIU Local 11 in the City, over whom they have greater seniority.

The following bumping parameters will apply to the Engineering Series when exercising bumping rights:

The City may determine that the employee who may be bumping into another engineering technician's position may not possess the minimum requirements for that position. If that determination is made the City will notify the Union and may not allow the bump to occur.

1. Grievances brought forth under this memorandum shall not advance beyond Step 3 of the Grievance Procedure.
- ~~1.~~ 2. A non-Civil Service employee cannot bump into a civil service position unless the employee meets minimum qualifications for the position and has passed the civil service exam.
- ~~2.~~ 3. A full-time, regular employee (1.0 FTE) would first be eligible to bump the least senior, full-time, regular employee (1.0 FTE), over whom they have greater seniority. He/she would also be permitted to bump a less than 1.0 FTE employee, provided that person is the least senior.
- ~~3.~~ 4. If there is not a less senior full-time, regular employee (1.0 FTE) to bump, the employee identified for layoff would then be eligible to bump the least senior part time employee (less than 1.0 FTE).

Those employees who are bumped shall have the same bumping rights and privileges as if they were laid off.

All employees bumping into, or being placed into another Engineering Technician Series position, in lieu of layoff, will serve a standard six month probationary period in the new position. Failure to pass probation in any new position may result in the employee being laid off and placed on the reinstatement list. Reinstatement may be only to the position the employee was laid off from.

All other language under Article 25 Layoff, Alternative to Layoff and Recall; the Collective Bargaining Agreement; and the City Policy Manual shall remain in full force and effect.

Agreement
by and between
City of Vancouver
and

Office and Professional Employees International
Union (OPEIU), Local 11, AFL-CIO

January 1, 2018 – December 31, 2020

OPEIU Contract

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Office and Professional Employees International Union

Local 11, AFL-CIO

MASTER AGREEMENT

This Agreement is between the City of Vancouver, a municipal corporation of the State of Washington and hereinafter referred to as the City or the Employer, and Office and Professional Employees International Union, Local 11, AFL-CIO and herein and hereinafter referred to as the Union, for purposes of setting forth the mutual understanding of the parties regarding wages, hours, and conditions of employment of those employees for whom the Employer has recognized OPEIU, Local 11, as the exclusive collective bargaining representative.

1. Recognition and Bargaining Unit

1.1 The Employer hereby recognizes the Union as the exclusive bargaining representative for the purposes stated in Ch. 41.56 RCW of all regular full-time and regular part time employees employed within the bargaining unit of this Agreement and as certified by the State of Washington Public Employment Relations Commission (PERC), but shall exclude all supervisory, professional, temporary, and seasonal and part-time workers or employees.

1.1.1 All employees including those within the represented community of employment interest, consistent with RCW 41.56.060 of the Employer, exclusive of confidential and supervisory employees, as indicated in Appendix A of the Master Agreement, Office and Professional Employees International Union, Local 11, (OPEIU), hereinafter referred to as the Union.

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

1.1.2 The classifications of employees covered by this Agreement are set forth in Appendix A, which is attached hereto and made a part of this Agreement. When classification on Union inclusion cannot be agreed upon by the Employer and the Union, either party may petition PERC to review the position in question and render a

written opinion of its findings that shall be binding on the Employer and the Union.

- 1.1.3 In instances where contract language is in conflict with memoranda of understanding (MOU) or addenda, the MOU or addenda take precedent over the Master Agreement.

2. Nondiscrimination

- 2.1 The Employer and the Union agree that they will not discriminate unfairly against any employee by reason of race, creed, age, color, sex, national origin, religious belief, marital status, mental or physical disability, sexual orientation, active or honorably discharged military status, or any other criteria established by state or federal statutes, rules or regulations.
- 2.2 Whenever words denoting the masculine gender are used in this Agreement, they are intended to apply equally to either gender.

3. Rights of Management

- 3.1 The management of the municipal corporation and the direction of the workforce are vested exclusively in the Employer subject to the terms of this Agreement. 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 policy or procedure as the Employer, from time to time, may determine. This right does not restrict the right of an employee to use the grievance procedure set forth in Article 22.
- 3.2 The parties hereby recognize the City's right to determine the methods, processes and means of providing municipal services, to increase, diminish or change municipal equipment, including the introduction of any and all new, improved or automated methods or equipment, and the assignment of employees to specific jobs within the bargaining unit in accordance with their job classification or title.
- 3.3 Nothing shall be construed to limit in any way the Employer's rights under this Article, or to make changes in current practices, provided: (1) Advance notice of the change is given to the Union and affected employees and (2) Reasonable opportunity is provided to discuss the change with the City.

4. Union Security

- 4.1 The terms and conditions of this Agreement in regard to Union security are as follows:

- 4.1.1 All employees of the Employer as defined in 1.1 of this Agreement who are or become members of the Union on or after the effective date of this Agreement or the 30th day following the beginning of their employment with the Employer, whichever date is later, shall as a condition of continued employment maintain their membership in good standing in the Union during the life of this Agreement.
- 4.1.2 Those employees of the Employer as defined in 1.1 who are not or have not become members of the Union on or after the effective date of this Agreement shall be required to join the Union as a condition of continued employment and maintain their membership in good standing in the Union during the life of this Agreement.
- 4.1.3 Those employees of the Employer as defined in 1.1 who are hired on or after the effective date of this Agreement shall be required to join the Union as a condition of continued employment with the Employer within thirty (30) days from the date of employment.
- 4.1.4 In the event an employee member of the Union as defined in 1.1 fails to maintain membership in the Union in good standing therein by the regular payment of dues and/or initiation fees, the Union will notify the Employer in writing, through Human Resources (HR), of such employee's delinquency. The Employer agrees to give notice to the employee within five (5) working days that their employment status with the Employer is in jeopardy and that failure to meet their membership obligation within thirty (30) calendar days from the date such notice is received will result in termination.
- 4.1.5 The Union agrees to provide the Employer with Union dues deduction assignment forms for each employee who desires to pay their Union dues and initiation fees by payroll deduction. The Employer will deduct such dues from the wages of the employees and forward them to the Union each month.
- 4.1.6 Listing of New and Terminated Employees: The Employer agrees to notify the Union of new hires within the first thirty (30) days of employment:
 - a. By the 10th of the following month, a listing of bargaining unit employees hired, promoted or terminated during the previous month. Such listing shall contain the names of the

employees, along with their job classification, and department and shall be sent to the Union's office.

- b. At the Union's request and up to two (2) times a year, the employer will provide a listing of bargaining unit members, their department/section, classification, base pay, fulltime/part-time status and number of scheduled hours, City seniority date and classification seniority date.

4.1.7 The Union shall indemnify and hold harmless the Employer against any and all claims, suits, orders, judgments, or liability arising from this Article, Section 4.1.4.

4.1.8 The right of non-association of employees based on bona fide religious tenets or teachings of a church or religious body of which an employee is a member shall be recognized. Such employees shall pay an amount of money equivalent to regular Union dues and initiation fee to a non-religious charity mutually agreed upon by the employee and the Union. The employee shall furnish written proof each month that such payment has been made or initiate and maintain a payroll deduction with the Employer, and the Employer shall ensure that the organization of choice is paid.

5. Union Representative and Union Activity

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

5.2 Union representatives may, after receiving permission from the supervisor, visit the work location of employees covered by this Agreement for the purpose of administering provisions of the Agreement related to grievance processing, disciplinary action and posting of Union notices on City provided bulletin boards.

5.3 Solicitation of Union membership or collection or checking of dues will not be conducted during work hours. The Employer agrees not to discriminate against any member of the Union for his/her activity in behalf of or membership in the Union, provided such activity is not carried on during working hours, except as expressly provided in this Agreement.

5.4 Union stewards shall be allowed reasonable time away from their work assignment without loss of pay for the purposes of meetings with the City for collective bargaining, grievance or disciplinary hearings or such other

legitimate activities as are mutually agreed upon between the Union and the City.

Paid representation shall be limited as follows:

Disciplinary matters – one steward/employee representative

Grievances – up to two stewards/employee representatives

Collective Bargaining – up to four stewards/employee representatives

Other meetings – as mutually agreed to by both parties

City employees participating in such meetings or activities will be allowed to do so without loss of pay if scheduled during said employee's regularly scheduled work time. If meetings or activities go beyond the regularly scheduled work time, then the employees shall be on their own time not paid by the City.

5.4.1 Stewards shall notify their immediate manager when there is a need to be away from their work assignment, provided such time away does not unreasonably detract from their work performance and is in compliance with the above requirements as to the nature of the activity. Time away from their work assignment to act in the role of Union representative shall be coded on their timesheet as "Union Leave".

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

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

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

5.7 Use of City Telephones or Computers Related to Union Business:

a. Use of City telephones or computers is allowed subject to the following:

- 1) When such use is de minimis and incidental, such as arranging a meeting with a Union Representative.
- 2) For the purpose of conducting an investigation of a grievance, such as individual inquiries to co-workers.

- 3) For the purpose of interacting with the City's representatives concerning Union-City business, such as setting dates for City-Union meetings, making inquiries regarding grievances, etc.
- b. The use cited in "Subsection a" above may continue only to the extent that there are no additional costs to the City. The content of any and all communications using the City computer system is not privileged and may be subject to City review.
- c. The use of information technology in the work place will be consistent with federal and state laws, City policies and rules for public records, ethics and conduct of employees, and City of Vancouver Employee Policies, including but not limited to Policy 605: Use of Computers, Email, Internet and other Electronic Resources.

5.8 From time to time, the Union may request and the City may grant unpaid leave in not more than six (6) month increments for not more than one employee at a time, to attend to Union work with Local 11.

6. Strikes, Work Stoppages and Work Slowdowns

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

7. Identification of Jobs

- 7.1 Job classifications shall be defined by the current class specification for each of the job class titles listed in Appendix A of this Agreement. When

there is a substantive change in the job duties assigned to an employee such that the employee is required to possess substantially different qualifications or is assigned a substantially different level of responsibility, the Employer shall conduct the classification review for the purpose of determining the appropriate job classification for the revised job. If reasonable and practical, the Employer will assign the positions to an existing class which better describes the duties assigned to the job. If there is no appropriate existing job classification, the Employer shall establish a new job classification. If the incumbent in the position is qualified for the revised job classification, he/she shall be placed in the new classification at the nearest step providing an increase. An incumbent who is not qualified for the new classification shall maintain his/her current range and continue to receive any step increases that are due.

- 7.2 The salary range for the new classification shall be established following Employer procedures so that the salary of the new class is equitable in comparison to existing bargaining unit classes and external market factors. The salary range shall be submitted to the Union for review. Within thirty (30) calendar days of receipt of such City notice the Union shall notify the City of its agreement or disagreement with the City's provisional salary range for the new classification. If the Union disagrees with the salary range, it may request that the Employer negotiate with the Union to establish an equitable salary range for the new job classification. In the event the City and Union are unable to agree upon an equitable salary and mediation does not result in a resolution, the question may be submitted to an arbitrator under the procedures set for in 22.3 of this Agreement. The City shall have the right to employ persons at its provisional salary range during the term of negotiations, subject to full retroactive payment to all affected employees upon the conclusion of negotiations or arbitration.
- 7.3 If a new classification is established by the City, a notification consisting of the job specification will be provided in writing to the Union.

8. Probation

- 8.1 A newly hired or rehired employee is subject to a six-month probationary period. The probationary period for new employees may be extended with notification to the Union, to a maximum of six (6) additional months. The Employer may discipline or discharge any newly hired or rehired employee at any time during the probationary period with or without cause, and such discipline or discharge shall not be subject to appeal.
- 8.2 Voluntary promotions and demotions are subject to a six-month probationary period. The probationary period for a promotion/demotion may be extended, with notification to the Union, for a maximum of six (6) additional months. In the event an employee does not successfully

complete a promotion/demotion probationary period, the employee will be assigned to the employee's original position (if vacant) or to another vacant position for which he/she is qualified in the same class as, and at the same salary level as, the employee's original position. If the original position is not available, and no other vacant position is available meeting the applicable criteria in this Article, the employee will be placed on a reinstatement list for their original position or classification for twenty-four (24) months. Nothing in this section shall restrict the rights of the employee under Article 23.

- 8.3 An employee who is transferred into a job within the same classification, or who takes a lateral transfer to a different classification within the same pay grade, may serve a six-month probationary period if the job is significantly different than their previous job. In the event an employee does not successfully complete a transfer probation period, the employee will be assigned to the employee's original position (if vacant) or to another vacant position for which he/she is qualified in the same class, and at the same salary level as the employee's original position. If the original position is not available and no other vacant position is available, meeting the applicable criteria in this Article, the employee will be placed on a reinstatement list for their original position or classification for twenty-four (24) months. Nothing in this section shall restrict the rights of the Employer under Article 23.

9. Seniority

9.1 City Seniority

City seniority is based upon the most recent date of hire with the City of Vancouver. City seniority shall be used for PTO accrual, PTO scheduling, and as a means to determine the most senior employee in cases where other seniority is equal.

- 9.1.1 No employee will acquire seniority rights for purposes of layoff until completion of his/her probationary period, at which time his/her seniority shall be retroactive to his/her date of hire.

- 9.1.2 Should the seniority of any two or more employees be equal, the respective seniority rights of such employees shall be determined by date of application, and if that is the same, the affected employees shall draw lots.

9.2 Classification Seniority

Classification seniority shall be based on the length of service in a specific job or classification. An employee accumulates and retains classification

seniority in each of the classifications in which the employee has served (within the bargaining unit). Classification seniority earned by the employee is preserved for all positions previously held or worked. It shall be used to determine bumping rights in the event of layoff. Should the seniority of any two or more employees be equal, the respective seniority rights of such employees shall be determined by City seniority.

9.3 Workgroup Seniority

Workgroup seniority shall be based on the number of days that an employee has worked in a workgroup covered by the collective bargaining agreement. Workgroup seniority shall be used to determine preference for shift and/or work schedules, overtime, callback and layoff. Should the seniority of any two or more employees be equal, the respective seniority rights of such employees shall be determined by classification seniority.

9.4 Seniority Calculation for Part Time Staff

Employees working in positions budgeted at less than 1.0 FTE shall have their seniority prorated based upon their budgeted FTE percentage. An example of this would be: an employee working in a half time position (20 hours/week) for 10 years shall receive seniority credit for 5 years of service.

9.5 Promotions or Transfers into a New Workgroup

Workgroup seniority shall be calculated retroactive to the first date of promotion or transfer into the new workgroup after the successful completion of any probationary period.

10. **Posting of Jobs**

10.1 It is the desire and intent of the Employer to fill job vacancies from qualified applicants within the City before hiring new employees, provided the employees who apply have the required qualifications for the particular job.

10.2 Vacant positions will be filled from employment lists established by Human Resources except when an alternate procedure is allowed by City ordinance in the case of entry level positions and flexibly staffed positions.

A flexibly staffed position is one which may be filled at the entry (I) level by an employee who may be promoted to the full working (II) level on the basis of successful performance at the entry level.

Placement on an employee list will be on the basis of examination of candidates' qualifications. Employees shall be allowed paid time off from their work schedule to participate in interviews for in-house positions. When candidates are to be examined for placement on an employment list, the City will post a notice of the examination and accept applications for a minimum of five (5) working days. The five (5) working days will overlap two consecutive weeks. The notice of examination will be posted at least two (2) days of each consecutive week. For example, a notice posted on Wednesday will close on Tuesday of the following week.

The employment list will be effective for six (6) months. Such notices shall be posted at various City work sites. Employees may decline consideration for appointment to a vacant position and remain on the employment list in the same rank or position.

- 10.3 Vacant positions may be posted on a simultaneous or internal/external basis, based on the following guidelines:
 - 10.3.1 All applications will be collected directly by the Human Resources Department. The Employer shall view internal applications prior to viewing external applications.
 - 10.3.2 When the City receives three (3) or more internal applicants (per opening) who meet the qualifications and staffing needs based on the job announcement, the recruitment shall be restricted to internal candidates. In instances where there is more than one opening, there must be one additional internal candidate for each position (e.g., if two (2) positions there would need to be four (4) internal applicants; three (3) positions would equal five (5) internal applicants, etc.) to be restricted to internal candidates.
 - 10.3.3 If the Employer determines that there are less than three (3) internal applicants per opening, at any point in the process, who meet the qualifications and staffing needs as stated on the job announcement, the Employer may consider both internal and external applicants in its selection process.
 - 10.3.4 If the selection decision is between an internal candidate and an external candidate and the qualifications, knowledge, skills, abilities, and availability of the candidates are equal as determined by the selection process, preference shall be granted to the internal candidate. If the selection decision is between internal candidates and the qualifications, knowledge, skills, abilities, and past performance (the employee has no current written discipline (in the past six (6) months) and a satisfactory

current evaluation (in the past twelve (12) months) are equal as determined by the selection process, City seniority shall prevail.

11. Work Week, Hours of Work, Shifts

11.1 Work Week

The work week is defined as the period between 12:01 a.m., Sunday through 12:00 midnight the following Saturday, unless otherwise determined for specific employees.

11.2 Work Schedule

The normal assigned work week shall be five (5) consecutive days of eight (8) consecutive hours, excluding lunch periods, followed by two (2) days of rest, not to exceed forty (40) hours of work in the work week. It is understood that the five (5) consecutive days does not imply a Monday through Friday schedule.

The Employer may utilize alternative work schedules including a 4/10 or a 9/80, details of which must be approved by the employee's supervisor. With a 9/80 schedule, the one eight (8) hour work day must be split equally between the two (2) weeks of the pay period.

The ten (10) consecutive hours of work in the 4/10 schedule and the nine (9) or eight (8) consecutive hours of work in the 9/80 schedule exclude lunch periods.

Other work schedules may be determined by mutual agreement of the Union and the Employer.

11.3 Work Shift

Short term, temporary shift reassignments may be made when the Employer determines that an emergency exists. Under those circumstances, the Employer shall give the employee a minimum of four (4) hours' notice prior to the start of the new shift. If such notice is less than four (4) hours, the Employer shall pay the employee according to callback pay provisions of 12.4 of this Agreement.

11.3.1 An emergency is defined as a natural event or unexpected circumstance, of a limited duration, which necessitates the Employer to change schedules on short notice to address essential operational or service needs on an immediate basis.

11.3.2 For the purposes of administering shift differential, shifts are defined as follows:

Day Shift:	6:00 a.m. to 5:00 p.m.
Swing Shift:	3:00 p.m. to 12:00 a.m.
Graveyard Shift:	10:00 p.m. to 6:00 a.m.

Not all day, swing, or graveyard shifts will be within the specific shift start and end times noted above; however, if more than 50% of a shift is scheduled in either the swing or graveyard shift, it will be eligible for shift differential. Shift differential rates are detailed in article 12.6.

11.3.3 Regular assignments to openings on shifts and/or work schedules will be made based on workgroup seniority when the employee meets the qualifications of the new shift and/or work schedule and the Employer's work needs. A regular assignment is one with no end date or one which is expected to last over thirty (30) days. If the most senior employees decline then the least senior qualified employee shall be assigned.

11.4 Rest Periods

Each employee shall be given a twenty-minute (20) paid rest period in the first half of the working shift and a twenty-minute (20) paid rest period in the second half of the working shift, and an unpaid lunch period during the shift. Such periods begin when the employee leaves the work site and ends upon his return to the work site.

12. Rates of Pay

12.1 Wages

Effective January 1, 2015:

New salary schedules will be implemented for all classifications.

1. Employees will move to the step in the pay range that provides for the least increase from their 12-31-14 rate.
2. Employees hired prior to 12-31-14 will also receive their 2015 step increase, if available, on January 1, 2015.
 - a. These employees next eligibility for a step increase, if available, will be January 1, 2016
3. Employees hired after 12-31-14 will retain their eligibility for a next step one year from date of hire.

Upon ratification of the 2018-2020 contract, employees who were active OPEIU members and eligible to vote on the ratification of the 2018-2020 OPEIU collective bargaining agreement will receive a one-time payment of \$600.00 (gross), prorated based on FTE status (e.g. a .75 FTE will receive \$450).

Effective January 1, 2018:

Salary schedules for covered classifications will be adjusted by 2.0%

Effective January 1, 2019:

Salary schedules for covered classifications will be adjusted by 2.0%

Effective January 1, 2020:

Salary schedules for covered classifications will be adjusted by 2.0%

Salary adjustments shall be calculated from step 1 of range 1.

In maintaining the Classification and Compensation Plan adopted by City Council in 1991 and used as a basis heretofore for pay range adjustments for the bargaining unit, benchmark positions were surveyed in 1997 and pay ranges were adjusted accordingly in 1997 and 1998. An additional benchmark survey was conducted in 1998, with the results of said study implemented in 1999 and 2000. The results of the benchmark survey conducted in 2000 were implemented in 2001 and 2002. A benchmark study was conducted in 2004 with results of the wage based study reflected in appendix A for 2006.

12.1.1 Payroll Periods

The pay periods and pay dates will be as follows:

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

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

12.2 Salary Step Plan

12.2.1 Newly Hired or Rehired Employees

Employees will move through the defined salary steps on an annual basis based on the date of hire or rehire.

12.2.2 Promoted Employees

At the time of promotion, employees will move to the first step in the range of the new class which results in an increase of at least 5%. Upon successful completion of a promotional probationary period, the employee's salary shall be increased to the next step of the new range and annually thereafter up to the top of the range. In no event shall a promoted employee's salary be less than the starting pay of the salary range for the new class, nor in excess of the highest step of the regular salary range for the new class.

12.2.3 **Demoted Employees**

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

For example, an employee is currently at step 5 and is eligible for step 6 on November 1st, but they voluntarily demote to a new position on August 1st. Their next step date will be reset to one year later, August 1st, and each August 1st, thereafter until reaching the top step.

12.2.4 **Laterally Transferred Employees**

Employees who voluntarily take a lateral transfer (defined as voluntarily applying for and accepting a position in the same pay range) will remain at their same step. If an employee is not at the top step, they will retain their next step date.

For example, an employee is currently at step 3 and is eligible for step 4 on November 1st, but they laterally transfer to a new position on August 1st. They will continue to be eligible for their next step increase on November 1st, and each November 1st, thereafter until reaching the top step.

12.2.5 **The hourly rate of the employee will be his/her monthly base rate multiplied by twelve (12) months and divided by 2,080 hours. This rate multiplied by eight (8) hours (or ten (10) hours, if applicable) will be the daily base rate; multiplied by forty (40) hours will be the weekly base rate; and multiplied by 173.3 hours will be the monthly base rate. For purposes of overtime calculations only, the employee's hourly base rate shall be calculated using all compensation required by FLSA.**

12.3 **Callback Pay**

Employees who have completed their regular shift and are on the way home, or are at home, and who are required to work other than a continuation of their shift shall be paid at double their base rate of pay for hours worked. Any callback pay shall be for a minimum of two (2) hours, during which time the Employer may provide and require work of the employee called back. Callback commences when an employee receives a call requiring him/her to return to work, provided the employee leaves his/her location to respond within twenty (20) minutes of receiving the call.

Once callback has commenced, if a second call is received while the employee is responding to the initial call, or within the two hours of the first call, the second call is a continuation of the first callback. It is not a separate callback instance. If, however, a subsequent call is received after the first two-hour callback, the employee is eligible for an additional minimum of two (2) hours of pay, during which time the Employer may provide and require work of the employee called back.

If an employee works more than two hours to resolve a call, callback ends when the employee reaches his/her car to return home. If the job is completed in less than two hours, the employee should record the actual time but will be paid the two hour minimum.

12.4 Overtime and Callback Time

All scheduled overtime and/or callback time shall be offered based on a workgroup seniority, starting with the most senior qualified person. At the Operations Center, when the workgroup seniority list is exhausted, the Operations Center Master Seniority list will then be used starting with the most senior qualified person. The most senior employees have the option as to placement on the call out list. Scheduled overtime may also be filled using employees from outside the Department as needed to meet staffing demands. Seniority for purposes of the workgroup overtime assignments is workgroup seniority and for all other situations is City seniority.

The requirement to offer overtime and/or callback time based on seniority does not apply to project specific overtime and/or callback where specific employee(s) are assigned to the project or work and their familiarity with the project is in the best interest of the public for providing efficient and effective service. In these instances overtime and/or callback time will be first offered to the employee(s) assigned to the project.

Unanticipated and unscheduled overtime which extends beyond the end of a shift for the crew working on a specific project will be offered first to the appropriate and qualified Union member(s) at the site working on the project at the end of the shift.

In workgroups that have an employee receiving standby pay per Article 12.4.2, the initial call will go to the employee carrying the pager who will be responsible for the call. Callback pay shall be paid in accordance with Article 12.4 and overtime shall be paid in accordance with Article 12.5.

Temporary or seasonal workers (as defined in Article 28) will not be allowed to work scheduled overtime until regular full or part-time employees within that work unit have had the opportunity to work the overtime. The Employer will make a good faith effort to notify regular employees of overtime opportunities before such work is offered to temporary workers. This will not preclude temporary or seasonal workers from working overtime which extends beyond the end of their shift or emergency situations.

12.4.1 Telephone Calls at Home After Hours

Employees who are required by the Employer to answer work-related questions by telephone when they are not at work shall be paid for time actually spent on the telephone at the rate of one-and-one-half (1.5) their normal base rate calculated to the nearest quarter hour, with a quarter-hour minimum.

12.4.2 Stand-by Pay

If the Employer requires an employee to carry a pager or cell phone in order to respond to off duty call-outs the employee carrying the pager or cell phone while off duty shall be compensated at a flat rate of \$150.00 per week or \$21.43 per day.

The employee on standby must be fit for duty and able to reach the assigned duty station in 40 minutes. This does not apply to the Operations' Technical Rescue Team which is covered by an existing Memorandum of Understanding.

12.5 Overtime Compensation

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

12.5.1 Overtime compensation will start any time an employee is required to work beyond the end of his/her shift (typically eight (8) hours or ten (10) hours per shift) and will be compensated to the nearest quarter hour, at one and one-half (1.5) times the

regular rate of pay for the first eight (8) hours of overtime and thereafter at double time. Employees shall have the option to flex their schedules within the defined work week, without incurring overtime, as long as it is mutually agreed upon in advance.

- 12.5.2 Any employee required to work on his/her first day of rest, or his/her first and second day of rest in the case of employees who have three (3) consecutive days of rest, shall be compensated at one and one-half (1.5) their regular rate of pay.
- 12.5.3 Any employee required to work on his/her second day of rest, or his/her third day of rest in the case of employees who have three (3) consecutive days of rest, shall be compensated at two times (2) the regular rate of pay, unless the employee voluntarily chose this day of work, in which case the employee shall be compensated as outlined in 12.5.2.
- 12.5.4 All overtime compensation shall be paid in compliance with the requirements of the Federal FLSA and applicable Washington State laws.
- 12.5.5 Employees may accrue compensatory time off in lieu of overtime compensation. The decision to grant compensatory time as an alternative to paid overtime shall be at the Employer's discretion. Compensatory time off shall be accumulated at the same rate as overtime compensation would have otherwise been paid (i.e., time and one-half (1.5) generally, except for work in the employees' second day of rest, or third day of rest for employees with three (3) consecutive days of rest.) The maximum accrual shall be the same as non-union employees but shall not drop below eighty (80) hours. Employees will be allowed to use accrued compensatory time off by mutual agreement with their supervisor and subject to any restrictions for use established under the Fair Labor Standards Act (FLSA).

12.6 Shift Differential

Any employee whose regularly scheduled shift is the third shift (swing shift) as defined in 11.3.2 shall be paid a shift differential of one dollar and seventy-five cents (\$1.75) per hour for hours worked; any employee whose regularly scheduled shift is the first shift (graveyard) as defined in 11.3.2 shall be paid a shift differential of two dollars (\$2.00) per hour for hours worked. Requested assignments made to accommodate an employee's personal situation do not qualify for shift differential.

12.7 Working Out-of-Class

12.7.1 An employee who is temporarily assigned by management, in writing, to perform the principle (of full range) of the duties and responsibilities of a higher level position, without significant supervision, shall be paid either at a rate 5% above his/her current rate of pay (not to exceed the top of the range of the out-of-class assignment), or at the entry rate of the higher job class, whichever is greater.

12.7.1.1 An employee must be assigned for a period of (3) three or more consecutive work days to receive out-of-class pay. The out-of-class pay shall be paid beginning with the first hour of the assignment.

12.7.2 The same employee shall not be assigned to the higher level duties for more than six (6) consecutive months unless specifically approved by the City Manager for extenuating circumstances. The Union will be given notice when management anticipates that an employee will be performing the principle duties of a higher classification for more than thirty (30) days.

12.7.3 The out of class rate of pay shall apply for that time actually worked in the higher class. Periods of paid leave during the out-of-class assignment shall be compensated at the employee's normal rate of pay. Following a paid leave, the out-of-class pay shall resume on the first day returned, provided that the leave is for not more than fifteen (15) consecutive working days and the employee returns to the out-of-class assignment on the first day returned.

12.7.4 A position may be career developed, up to a maximum of one (1) year.

12.8 Market Study

During the life of this agreement, should the City perform a market study on wages, if any classification falls above or below 90% of the market rate, the parties agree to meet and confer on those classification(s).

13. Leave Benefits

13.1 Paid Time Off (PTO)

- 13.1.1 Employees shall accrue paid time off (PTO) in accordance with the schedule in Appendix B, to be used for vacation, illness or personal business.

Part-time employees assigned to a 0.50 – 0.99 FTE position will accrue PTO hours on a pro-rated basis to a pro-rated maximum.

Bereavement leave and military leave are separate categories as specified in 13.3 and 13.4 of this article.

13.1.2

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

An employee shall be paid for all earned and accrued PTO hours, as outlined in Appendix B, at the employee's current rate of pay when he/she terminates employment. All leave time may be used in a minimum of 30-minute segments.

- 13.1.3 All requests for PTO must be requested in advance and approved by the supervisor.

PTO scheduling within the department, division or workgroup shall be based on City seniority. PTO scheduling may occur based on established guidelines within individual departments, divisions, or workgroups. These guidelines must be agreed to by the majority of the affected workgroup and approved by management.

If there are no existing PTO guidelines for a division, department or workgroup or the said group(s) do not agree to the established guidelines as outlined above, then this alternative must be used:

- A. Allow for one or more rounds of PTO scheduling within a workgroup, which will be scheduled based on City seniority.

- B. PTO shall be limited up to ten (10) working days, of which at least five (5) working days shall be contiguous for the first selection round.

After the round(s) of scheduling, additional PTO requests shall be submitted with at least (5) working days advance notice, when possible. Those requests will be considered on a first come, first served basis. Once an employee's PTO has been scheduled and approved, more senior employees may not bump the PTO of less senior employees.

13.2 Paid Leave while on State and Federal Protected Leave

If an employee is on authorized leave which qualifies as protected under applicable State and Federal leave laws, the employee shall use existing grandfathered sick leave, compensatory time, and/or PTO with the choice of which category to draw on first at the employee's option.

13.3 Bereavement Leave

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

Immediate family is defined as spouse, domestic partner, child, mother, father, brother, sister or step family, aunt, uncle, niece or nephew, mother-in-law, father-in-law, daughter-in-law, son-in-law, brother-in-law, sister-in-law, grandparents and grandchildren, and grandparents and grandchildren of the spouse or members of the employee's household. It is understood that the policy extends to similar members of a domestic partner's family as detailed above, so long as the employee has an active "Declaration of Domestic Partnership" on file in Human Resources prior to the death.

Bereavement leave in excess of the durations identified above may be charged to an employee's PTO account, if applicable under FMLA or as required by law, with the approval of the supervisor.

The City reserves the right to require documentation of the death and/or any other time taken related to a death.

If any employee is on an approved leave of absence at the time of a death, they will be eligible for bereavement benefits if they are receiving at least 50% of their normal semi-monthly compensation from the City. Otherwise, the employee is not eligible for bereavement leave benefits.

Any observed holiday occurring during bereavement leave shall be paid as a holiday.

13.4 Military Leave

The Employer abides by the provisions of the laws of the State of Washington and the Federal USERRA laws which stipulates that employees who are members of the National Guard of Federal Reserve Military Units are entitled to be absent from their duties for a period of up to twenty-one (21) days with pay during each military calendar year (October 1 through September 30) while engaged in the performance of ordered military duty and while going to or from such duty.

13.5 Family Leave – FMLA

Under the terms of the Family and Medical Leave Act of 1993 (FMLA) and the state law, upon the completion of one (1) year of employment, any employee who has worked at least one-thousand two-hundred fifty (1,250) hours during the prior twelve (12) calendar months shall be entitled to up to twelve (12) weeks of leave in accordance with FMLA and based on a rolling twelve (12) month period for specified family and medical reasons as required by the FMLA and the Washington Family Care Act.

13.6 Pregnancy/Childbirth Disability Leave

When required by Washington State law, the Employer will grant a leave of absence for the period of temporary disability because of pregnancy or childbirth.

14. Holidays

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

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

- 14.2 Any of the above holidays which fall on a calendar Saturday shall be celebrated on the previous Friday; any of the above holidays which fall on a calendar Sunday shall be celebrated on the following Monday.
- 14.2.1 For those employees scheduled in a 24/7 unit, the holidays will be recognized on the actual legal holiday.
- 14.3 Any employee who works on a recognized holiday (whether it be their normally scheduled day, or because they are asked or required to work that day) will receive 8 hours of holiday pay (pro-rated for part-time) or by mutual agreement between the supervisor and employee, be allowed to bank those eight (8) hours of holiday pay provided the use will not create overtime, and will receive time and one-half (1 ½) for all hours worked on the recognized holiday.
- 14.4 Any employee who is on medically authorized leave when a holiday occurs will receive eight (8) hours of holiday pay (pro-rated for part time) and will not have his/her PTO leave accrual charged.
- 14.5 Any employee who does not work on a recognized holiday (whether it is a normal day off or because their work location is closed) will receive 8 hours of holiday pay (pro-rated for part-time).
- 14.6 All accrued holiday bank time as of the end of the year shall be automatically paid out to the employee on the employee's January 10th paycheck.

15. **Employee Insurance**

- 15.1 Employees covered by this Agreement will be provided insurance benefits as follows:
- 15.2 **Life Insurance.** Each employee shall receive a life insurance policy in an amount equal to 100% of the employee's annual salary, rounded to the next higher multiple of \$1,000. In addition, employees shall have the option of choosing dependent and/or additional life insurance on a payroll deduction basis.
- 15.3 **Long Term Disability.** Regular full-time and half-time bargaining unit employees will be covered by a City-paid group long-term disability insurance policy.
- 15.4 During the term of this agreement, the Western States Medical Trust Plan will provide medical, dental and vision benefits to employees and their dependents. All health insurance decisions, including, but not limited to, the level of coverage, who qualifies for coverage, and the amount to be

paid by employees, their spouses, qualified domestic partners, and dependents, will be made by the Trustees of the Trust. It is agreed that the City is not taking any claims risk, and the sole responsibility of the City is to pay the agreed-upon Trust contributions. All decisions related to the medical, vision and dental benefits for Trust participants and their beneficiaries will be made by the Trustees of the Trust. The parties recognize the Trust will incur administrative expenses, related to providing such coverage and the Trust Agreement allows the Trust assets to be used for such purposes. The Trust will contract with a licensed third party administrator (“TPA”), as may be needed to administer the Trust.

15.4.1 Trust Eligibility

15.4.1.1 Eligible employee’s coverage under the Trust will begin on the first day of the month following their date of hire into a position covered by OPEIU.

15.4.1.2. Employees who have other group health coverage may ‘opt-out’ of the Trust’s coverage and be eligible for a taxable cash payment directly from the City. The Trust/TPA will be responsible for administration and will notify the City within 14 days of an employee’s written opt-out. The ‘opt-out’ payment will be \$230 per month and will be pro-rated for part-time employees based on their FTE. Any part-time employee as of 12-31-2016 will be grandfathered at the full-time employee rate. This grandfathering will end at such a time as the part-time employee moves into any other City position.

15.4.2 Trust Contributions.

15.4.2.1 Contributions are to be made to the Trust by the 10th day of the month for each bargaining unit employee who is enrolled for coverage as of the first of that month.

All payments shall be used for the provision of health care benefits and other benefits that are permitted under the rules and regulations of the Internal Revenue Service adopted pursuant to Code Section 501 (c) (9).

15.4.2.2 Beginning January 1, 2018 and for the term of the contract, the City contribution for each covered employee per month will be \$ 1,325.00. No later than November 1 of each year based on OPEIU current medical

census data, the City will calculate on the basis of the exact same amount the City would pay for health care coverage for unit employees, their spouses, qualified domestic partners, and dependents (excluding amounts paid by employees) a composite rate for OPEIU members. If the calculated composite rate exceeds the Trust contribution of \$1,325, the City will make an adjustment to its contribution to the Trust equal to the City's calculated composite rate, not to exceed an annual increase of more than 5 percent.

The City's contribution will remain at the calculated 2020 rate, with no annual adjustment applied, in the event a successor agreement is not reached prior to January 1, 2021. The City will continue to contribute the calculated 2020 rate, with no annual adjustment applied until a successor agreement is reached.

If the Employer contribution is less than the Trust's premium, it shall be the obligation of the employees covered by this Agreement to contribute the difference.

- 15.5 All employee premiums will be paid using pre-tax dollars under the City's flexible benefits plan unless an employee elects to waive payment through the flexible benefits plan.
- 15.6 Employees will have the option of participating in Flexible Spending Accounts (FSAs) for reimbursable medical costs and/or for dependent care costs.
- 15.7 The medical, dental and vision insurance premiums as detailed in 15.4 for regular part time employees shall be paid by the Employer at a pro-rated amount based on the employee's budgeted FTE (full-time equivalent). Any part-time employee as of 12-31-2016 will be grandfathered at the full-time employee rate (including increases and/or decreases in future years). This grandfathering will end at such time as the part-time employee moves into any other City position. If any part-time employee is opting out of insurance as of 12-31-2016 and wishes to opt back into the

insurance at a later date, they will not be grandfathered and will pay the then current full pro-rated amount based on their FTE.

15.8 Legal

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

The Union will provide the City with sufficient information to meet its bargaining obligation consistent with RCW 41.56, concerning the ongoing operation of the Trust.

15.9 OPEIU Benefits Committee

Beginning no later than April 1, 2018, OPEIU shall convene a Benefits Committee to review its healthcare options and make a determination of whether to remain with the Western State Trust or return to the City's healthcare plan. The Committee shall be comprised of no more than five (5) OPEIU members who the City will pay for and be allowed to meet no more than two (2) hours per month until a decision is reached or July 31, 2018, whichever is sooner. The Benefits Committee may meet on City premises during normal work day hours, provided that the City will not incur overtime should the Benefits Committee be scheduled outside the Committee members normal working hours.

15.10 Notification to City of Plan Selection and City Plan Terms

Should OPEIU decide to return to the City's plan during the current contract period, the City must receive notice in writing no later than June 1 for coverage in the following plan year beginning January 1. For example, if OPEIU wishes to return to the City's plan January 1, 2019, the City must receive notice in writing of its decision to do so by June 1, 2018. Or, if OPEIU wishes to return to the City's plan on January 1, 2020, the City must receive notice in writing of its decision to do so by June 1, 2019. OPEIU shall provide updated census and claims data for at least two (2) but preferably four (4) years to facilitate the transition to the City's plan. Employees and their eligible dependents will have the option of selecting any combination of medical, dental and vision coverage offered by the City at that time at the then prevailing rates. Should OPEIU not notify the City of its intent to return to the City's plan in a timely manner, OPEIU will remain status quo with the Trust.

It is understood that the type and level of benefits available from the City's health plan carries may be changed from time to time by the carrier,

and the City shall not have a duty or obligation to negotiate over such changes with the Union. Additionally, the City retains the right to change health plan providers as long as the new plan provides a comparable level of benefits as negotiated in the contract.

16. Medical Examination

The parties recognize that employees have a responsibility to report to work fit for duty.

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

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

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

17. Retirement Plan

17.1 All eligible employees and the Employer shall participate in the Washington Public Employees Retirement System (PERS) to the extent provided for by Washington State law.

17.2 Employees shall have the option of investing in the State of Washington Department of Retirement Systems Deferred Compensation Program.

18. Training Program

18.1 Training shall be scheduled by the Employer. Time spent in training shall be paid in compliance with the requirements of the Federal FLSA and applicable Washington State law.

If the employee receives notification of essential certification requirements from the certifying agency, the employee has a responsibility to inform the Employer in a timely manner. City required safety and health trainings are not covered by this employee notification requirement.

- 18.2 Every effort will be made to schedule required training during on-duty time. Personnel may be scheduled and required to attend training outside of their normal shift.
- 18.3 Employees who desire tuition aid for specialized individual training or academic training may submit their request in accordance with City of Vancouver Policies and Procedures.
- 18.4 Any employee required to possess a certification for his/her position shall obtain such certification within the timeline established by the job announcement and/or offer letter, and shall maintain such certification during his/her tenure in such position. Failure to either obtain or maintain required certification(s) may be grounds for actions pursuant to Article 23, Employee Discipline and Termination, of this contract if the Employer has fulfilled its responsibility in accordance with subsections 18.1 and 18.2.

19. Clothing, Tools and Safety Equipment

- 19.1 The Employer shall purchase and replace such clothing, uniforms, and other equipment as designated by the department head, and shall make all necessary replacements as the need arises. All uniforms or equipment being replaced shall be returned to the Employer at the time of replacement.
- 19.2 Employees agree to maintain all clothing and equipment in good condition and not subject it to abuse beyond the regular call of duty.

20. Driver's Licenses

- 20.1 For those employees who must drive vehicles to carry out their job as determined by the Employer, if any employee has his/her driver's license revoked or suspended for one-hundred twenty (120) days or less, then the Employer will make a reasonable effort to reassign the employee to jobs not requiring driving. If such reassignment is not practical, the employee shall be suspended without pay. The employee may elect to take other appropriate available leave (accrued PTO or compensatory time) in lieu of suspension without pay. If the employee's driver's license is revoked or suspended for more than one-hundred twenty (120) days, then the Employer shall make a reasonable effort to reassign the employee. If such reassignment is not practical, the employee shall be immediately discharged.

If an employee has been discharged from employment with the City for the loss of his/her required driver's license and is actively appealing the basis for the loss through the justice system, the City will consider the employee eligible for appointment to the next available position for which

he/she is qualified if his/her appeal is successful and his/her required driver's license is reinstated within one year from the date of loss. An employee receiving an appointment to a position will return with the seniority and accrual rates that he/she had at the time he/she was discharged. Only employees who fit this specific criterion will be given this consideration.

- 20.2 Notwithstanding the provision of section 20. 1above, the Employer retains the right to pursue actions under Article 23 for inappropriate workplace behavior which results in an employee's driver's license being revoked or suspended.
- 20.3 If an employee in a job which requires a driver's license has his/her license revoked or suspended for medical reasons, the Employer will make a reasonable effort to reassign the employee to duties which do not require a driver's license and for which the employee is qualified. The Employer will not create work or a position to accommodate the employee. If the Employer is not able to find existing work to which the employee can be assigned, then the employee may be separated from employment in accordance with public laws, this contract and City policies.

21. Mileage Reimbursement

- 21.1 Mileage Reimbursement – Some jobs may require the use of an individual employee's automobile. In the event this is required by the Employer, it will pay the employee a mileage reimbursement at the rate established by the Internal Revenue Service.
- 21.2 Parking Rates – City employees who work in the downtown area pay for parking in City-owned or -operated lots or on permitted street spaces. The rates below are applicable to those employees who currently work downtown or who will work downtown in the future.

21.2.1 City-Owned or -Operated Lot Rates and On-Street Parking

With respect to all parking options, city employees will be expected to pay the prevailing parking rates.

21.2.2 Payment of Parking Fees

City work locations in the downtown area require employees to pay for parking should they want to park in a City owned or operated lot or in a permitted on-street parking space. Employees not currently paying parking fees because of their work location or commuting choice are subject to paying fees if their work location or commuting choice changes to one where

parking fees are in effect. Conversely, employees who currently work in the downtown area and pay for parking will not be subject to that requirement should they relocate to an area where parking fees are not charged.

21.3 Commute Trip Reduction – The City participates in a Commute Trip Reduction (CTR) program and encourages employees to use alternate modes of transportation to get to and from work. For employees who use alternate modes of transportation for their work commute at least 60% of their scheduled work time (based on mandatory monthly self-reporting), the City will provide:

- a. a taxable cash incentive (\$25) for bicycling, walking, or carpooling to work; or
- b. 100% of the cost of a bus pass; or
- c. the option of a vanpool and will pay a variable amount (amount depends on the numbers of participants) to participating employees.

Incentives are currently available to all participating employees, regardless of their current work location.

Because the CTR program is funded at a specific level, should the demand for incentives exceed the annual budget availability, the City may have to reconfigure incentive amounts and participation parameters. Should that situation arise, the City will meet with the Union to discuss proposed changes.

22. Grievance Procedure

22.1 Definition

For purposes of this Agreement, the term “grievance” means any dispute between the Employer and the Union or an employee concerning the application or interpretation of the terms of this Agreement. If the grievance involves a disciplinary matter, either the employee or the immediate supervisor may waive Step 1 of the grievance procedure under Section 22.2.

22.2 Procedure

Notwithstanding the grievance procedure listed below, the Employer and Union agree that it is in their mutual best interest to resolve disputes as early and informally as possible. Employees are encouraged but not required to first meet with their immediate supervisor. Every effort shall

be made by both parties to reach an agreeable resolution promptly at each step of the grievance procedure.

Should there be a grievance, it shall be processed in accordance with the following steps:

Step 1.

A grievance shall first be presented in writing to the Supervisor in charge of the work being carried on by the aggrieved employee within ten (10) working days from the date the employee had knowledge or should have had knowledge of the alleged breach or violation of this Agreement.

The written grievance shall:

1. Set forth the section(s) of the Agreement allegedly violated and state the nature of the violation.
2. Indicate the date(s) of the incident(s) grieved.
3. Specify the remedy or solution to the grievance sought by the Union and/or employee(s).
4. Identify the grievant(s) and be signed by the grievant(s).

The employee and the steward or union representative shall meet with the immediate supervisor within five (5) working days of the supervisor's receipt of the grievance.

Within five (5) working days after the date of the Step 1 meeting, the supervisor shall mail, email or hand deliver a copy of their decision to the aggrieved employee(s), the employee's manager and the Union steward.

Step 2.

Should the grievance remain unresolved, the Union shall, within ten (10) working days of the mailing, emailing or hand delivery of the Step 1 response, deliver an appeal of the Step 1 decision in writing to the immediate supervisor's manager.

The immediate supervisor's manager and supervisor shall convene a meeting with the aggrieved employee(s) and the Steward and/or Union Representative within five (5) working days of receipt of the Step 1 appeal. The immediate supervisor's manager shall make a decision on the matter within five (5) working days of the Step 2 meeting. Copies of the written decision shall be mailed, emailed or hand delivered to the aggrieved employee(s), the Union and the Department Head.

Step 3.

If the grievance remains unresolved after the decision has been rendered in Step 2, the Union shall, in writing, deliver an appeal of the Step 2 decision to the Department Head within ten (10) working days after mailing, emailing or hand delivery of the decision reached in Step 2. The Department Head and manager shall convene a meeting of the aggrieved employee and the Chief Steward within ten (10) working days of receipt of the written grievance and shall render his/her decision within five (5) working days of such meeting. Copies of the written decision shall be mailed, emailed or hand-delivered to the aggrieved employee, the Chief Steward and the City Manager.

Step 4.

If the grievance remains unresolved after the decision has been rendered in Step 3, the Union Business Representative shall, in writing, deliver an appeal of the Step 3 decision to the City Manager or his/her designated representative, with a copy to the department head, within ten (10) working days after mailing, emailing or hand delivery of the decision reached in Step 3. The City Manager or his/her designee shall convene a meeting of the aggrieved, the Union Business Representative, the department head, and other directly involved individuals as determined by the parties to be appropriate, within ten (10) working days of receipt of the written grievance and shall render his/her decision within five (5) working days of such meeting. Copies of the written decision shall be mailed, emailed or hand-delivered to the aggrieved employee(s), the Union and the department head.

22.2.1 The Union Business Representative will attempt to explain to management why the grievance is still unresolved as it moves up the steps toward arbitration, but the explanation will not have merit as to the step advancement.

22.3 Arbitration

If the grievance remains unresolved after a decision is rendered in Step 4 above, it may be submitted by the Union Business Representative to a mutually acceptable arbitrator as hereinafter provided. If the Union Business Representative wishes to proceed to arbitration, such notice must be provided by the Union Business Representative to the City Manager within fifteen (15) working days following the Union's receipt of the City Manager's decision as outlined in Step 4.

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

Should the grievance be submitted to arbitration, the parties shall mutually select a disinterested third party to serve as arbitrator. In the event the Employer and the Union Business Representative are unable to agree on an arbitrator, the arbitrator shall be selected by the process of alternately striking from a panel of eleven (11) arbitrators from the Pacific Northwest region as furnished by the Federal Mediation and Conciliation Service (FMCS) or other mutually agreed to similar organization. The Union shall strike the first name. The request for an arbitrator shall state the general nature of the issue. The City and the Union will jointly share the fee for selection and services of an arbitrator. Each party shall pay the fees and expenses of their own attorneys, representatives and witnesses.

The arbitrator shall render a decision as promptly as possible. The arbitrator shall consider and decide only the specific issue(s) submitted in writing by the Employer and/or the Union, and shall have no authority to make a decision on any other issue not so submitted. The arbitrator shall have jurisdiction and authority only to interpret, apply or determine compliance with the specific terms of the Agreement and shall not have jurisdiction to add to, detract from or alter in any way, the provisions of this Agreement.

A decision within the jurisdiction of the arbitrator shall be final and binding upon all parties.

22.4 Group Grievances

A grievance that involves or affects a significant portion of the employees in the bargaining unit may be introduced by the Union in written form to the department head as set forth in Step 3 of the grievance procedure, and proceed as set forth from that point.

22.5 Time Restriction

If the grievance is not advanced in accordance with the time limits set forth within the procedure, the grievance shall be considered non-submitted or resolved on the basis of the Employer's last response. A grievance not responded to by the Employer within the prescribed time limits shall be granted, provided that the remedy sought conforms to the

provisions of this Agreement and applicable laws. The parties may mutually agree in writing to extend the time limits for filing a grievance, advancing, or responding to a given step for a specified period of time. All references to days in this article shall mean “working days” as in a typical work week of Monday through Friday.

23. Employee Discipline and Termination

- 23.1 The Employer may discipline or discharge any newly hired or rehired employee at any time during the initial probationary period, with or without cause, and such discipline or discharge shall not be subject to appeal.
- 23.2 The Employer may, in good faith for just cause, take disciplinary action by written reprimand, suspension, transfer, delay of step increase, demotion or discharge. The degree of discipline administered shall depend on the severity of the infraction.
- 23.3 The Employer shall not take any disciplinary action as defined in this section without giving the employee the right to have a Union representative present. If an employee(s) is requested to attend any meeting for the purpose of investigation, where such investigation may lead to discipline or discharge of that employee, that employee(s) will be informed of their right to have Union representation present before such meeting is to take place. The employee shall be provided a letter setting forth the reason(s) for such action at the time such action is taken or shortly thereafter.
- 23.4 Employees shall be given the opportunity to read and answer all disciplinary letters before placement of such material into their personnel file and will be requested to sign such letters. Signature thereon shall not be construed as admission of guilt or concurrence with the discipline, but rather an indication that the employee has seen and comprehends the gravity of the disciplinary action.
- 23.5 Copies of written reprimands and other disciplinary letters will be provided to the Union. After six (6) months, copies of written reprimands will be used only to indicate trends of behavior which may lead to discipline and/or discharge.
- 23.6 The Employer shall not utilize formal written peer performance evaluations for the purpose of discussing or imposing disciplinary actions.

24. Performance Evaluations

- 24.1 Each employee's job performance shall be reviewed and evaluated at least annually.
- 24.2. Performance evaluations are not disciplinary and are not subject to the grievance procedure.
- 24.3 An employee may append his/her written comments to the performance evaluation report. Employee comments must be attached and submitted with the signed performance evaluation to Human Resources.

25. Layoff, Alternatives to Layoff, and Recall

- 25.1 Layoff Procedure – Layoffs or reductions-in- full time equivalent (FTE) positions (including transfers for this purpose and reduction in hours) may be undertaken by the City due to budgetary reductions, organizational restructuring, lack of work, reduction or elimination of funds, material change in duties or organization, reduction-in-force or workload, or in the interests of economy or efficiency.
- 25.2 Alternatives to Layoff– The City will attempt to avoid layoffs and whenever possible to consider alternatives to layoffs before final decisions are made. Disputes regarding movement and/or reassignment under 25.2 may not be advanced beyond step 3 of the grievance process. At the discretion of the City, these considerations may include:
 - 25.2.1 Termination of temporary, seasonal, newly hired probationary employees and part-time employees in the job classification, work group, division or program areas being reduced.
 - 25.2.2 Transfer to a vacant, available position. An employee may be eligible for a transfer provided that he/she meets the qualifications for the job.
- 25.3 Generally, after the City has identified the department, division, program area, workgroup, or job classification being reduced, layoffs will be made as follows:
 - 25.3.1 Temporary, seasonal, part time, newly hired probationary employees and part-time employees shall be laid-off prior to regular status, full-time employees.
 - 25.3.2 The order in which employees will be laid off shall be determined based on seniority in accordance with Article 25.7 of this article.
 - 25.3.3 Any exception to this will be mutually agreed to by the Union and City.

- 25.4 When an employee is identified for a layoff or reduction-in-force, he/she shall be permitted to move into a job or classification which he/she currently holds or has previously held, provided that the employee meets the qualifications for the job. This shall not pertain to an employee who was transferred per Article 25.2.2. In doing so, he/she may “bump” the least senior employee in that job or classification within the bargaining unit. For purposes of bumping, seniority is based on time spent within the current or previously held job or classification in the bargaining unit. Bumping may only occur within the same bargaining unit. Once an employee has been bumped, and wishes to exercise their right to bump, they will not be allowed to bump back into the same workgroup.

For example: A Customer Service Representative (CSR) in Utilities gets bumped by a CSR from City Hall.
The Utilities CSR cannot bump another CSR within the Utilities workgroup.

An employee who has transferred pursuant to 25.2.2 or bumped into a new position as an alternative to layoff and who fails to perform the functions of the new position during probation will be placed on the reinstatement list. Such employees will only be eligible for reinstatement to the position from which they were laid off. Failure to pass probation for reasons other than performing the functions of the new position may result in termination in accordance with Article 23

- 25.4.1 The rules for layoff and bumping for Support Specialists are outlined in Appendix “C”.
- 25.4.2 The rules for layoff and bumping for Engineering Technicians are outlined in Appendix “D”.
- 25.4.3 Layoff and bumping for a Civil Service position shall be based upon seniority within a civil service position. For purposes of layoff and bumping, a non-civil service employee cannot bump into a civil service position unless an employee meets minimum qualifications for the position and been certified into civil service.
- 25.5 Notice to Union – Representatives of the City and the Union shall meet within fifteen (15) working days after the City has officially determined that a layoff or reduction-in- FTE will affect any Union member. At this meeting, the City shall inform the Union of the details of the layoff and provide a current seniority list as well as any other relevant information.
- 25.6 Notice to Employees – Each employee to be laid off shall be given at least thirty (30) calendar days’ notice of layoff, with a copy to the Union. Employees who remain may be assigned the additional duties of those

lower classified positions that were laid off. Such a situation will not result in a decrease in pay or downward reclassification.

25.6.1 Once the City has notified the affected employee of layoff and there is an available vacant position or a position for the employee to bump into, if any, he/she must notify Human Resources in writing of his/her intent to accept a vacant position or exercise bumping rights within ten (10) working days of the initial layoff notice. If notification is not received within the allotted time, rights to vacant positions or to bump shall be waived by the employee. The Employee will subsequently be placed on the reinstatement list.

- 25.7 Seniority –Seniority shall be defined as the employee’s most recent date of hire into their respective bargaining unit except for a Civil Service employee. The seniority date for a Civil Service employee shall be determined by the length of time the employee has been certified in a Civil Service position within their respective bargaining unit. Should the seniority of any two or more employees be equal, the respective seniority rights of such employees shall be determined by date of application, and if that is the same, the affected employees shall draw lots. Employee seniority shall not be reduced because of unpaid leave protected under state and federal regulations.

25.8 Recall – Employees who have been laid off, or transferred as an alternative to layoff, are eligible for recall for a period of thirty-six (36) months following the date of layoff or reduction in FTE. The names of persons laid off will be placed on a recall list. When a vacancy occurs in the same job classification for which there exists a recall list, the City will fill the vacancy using that list with the understanding that employees must meet the required minimum qualifications for the position to which they would be recalled into. If there is more than one employee on the recall list eligible for a vacancy in a particular job class, the City will use City seniority as defined in Article 25.7 to determine who shall be offered recall. Recall notices will be sent by certified mail to the last address reflected in the employee’s official personnel file.

25.8.1 When an employee is recalled within thirty-six (36) months to the job or classification, from which they were laid off, they will be placed into the same step occupied at the time of the layoff and will not serve an additional probationary period. Recalled employees will have their accrual rates restored to the same accrual rate as of the date of layoff.

25.8.2 Reinstatement. Employees in a recall status may also apply and be considered for job openings outside their job classification prior to or after layoff. Any employee who is offered a job other than the position from which they were laid off within thirty-six (36) months of their layoff will be treated as a new employee and will serve a new probationary period.

Employees will also be placed into the salary schedule for the new position consistent with the applicable salary schedule or guidelines. Reinstated employees will have their accrual rates restored to the same accrual rate as of the date of layoff.

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

25.8.4 Benefit accrual and service credit will be discontinued while in layoff status of thirty (30) or more days. However, upon recall or reinstatement, an employee's previous hire date will be maintained, but the employee's service date will be adjusted to deduct the time spent in a layoff status.

25.9 Eligibility for recall/reinstatement ends if:

25.9.1 An employee refuses to accept an offer of recall to a position in the same classification as that from which he/she was laid off.

25.9.2 An employee fails to respond to an offer of recall within fourteen (14) calendar days following the date the offer is mailed.

25.9.3 The employee requests in writing to be removed from the recall list.

25.9.4 The employee resigns or retires.

Definitions of Alternative to Layoff

- A. Transfer (moves laterally) – The movement from one position within a job classification to another position within the same classification or from one position to a position with a different classification in the same pay range. A transferred employee would be placed at the same step in the same range as the position that they transferred from. Terms and conditions are provided of transfers are provided in Article 9.5.
- B. Demotion – The movement from a higher paid job classification to a lower paid job classification. An employee accepting a demotion may serve a probationary period and would be placed at the top step of the lower job classification range or the step in the job classification range that provides the least amount of decrease in pay.

26. Contracting Out/Out-Sourcing

- 26.1 Should the City contract out or out-source work which is currently being performed by Union employees, the City shall inform the Union and shall meet with the Union to impact bargain.

27. Volunteers

- 27.1 The parties agree that the City of Vancouver may establish and fill volunteer (unpaid) positions so long as such positions do not result in the:
- a. layoff of regular staff, and/or
 - b. non-reinstatement of regular staff.

The duties of volunteers shall be determined by the City of Vancouver. Duties performed on a regular basis by OPEIU members will not be performed by volunteers without written agreement by the Union. A description of duties performed by volunteers shall be available for review by the Union Business Representative.

No positions within the bargaining unit will be reduced and/or eliminated because of creating or filling volunteer positions. The City will not utilize volunteers in lieu of filling vacancies.

28. Temporary or Seasonal Workers

- 28.1 “Temporary or seasonal worker” for purposes of this contract shall mean one who is hired to work not more than 1,040 hours in any one specific classification in one specific department in any twelve (12) consecutive month period. Exceptions to this policy shall be mutually agreed upon by the Employer and the Union. The Employer will not rotate temporaries through the same position.
- 28.2 The intended use of temporary or seasonal workers by the Employer is to cover seasonal workloads and to fill unexpected vacancies created by a sudden increased workload, termination or disabilities of regular full-time employees. It is acknowledged that there will be exceptions to this policy. Exceptions to this policy shall be mutually agreed upon by the Employer and the Union.

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

29. Conflict of Contract and City Employment Policies

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

30. Separability Clause

- 30.1 If an article of this Agreement should be held invalid by operation of law or by any tribunal of competent jurisdiction or if compliance with or enforcement of any article should be restrained by such tribunal, the remainder of this Agreement shall not be affected thereby and the parties shall enter into immediate collective bargaining negotiations for the purpose of arriving at a mutually satisfactory replacement for such article.

31. Labor-Management Committee

- 31.1 The Employer and the Unions have established a labor-management committee which will meet on a regular basis. The committee shall include up to four (4) bargaining unit members, one (1) Union Staff Representative or Business Agent from each Union and not more than ten (10) management representatives. Topics for the agenda will be shared at least one (1) week before the meeting. Issues not covered by the contract, clarification of contract issues, various surveys and committee work related to mandatory bargaining subjects, and City employment policies shall be regular agenda items for this committee. In the Event that other Union(s) end their participation in the labor management committee, OPEIU Local 11's commitment to the labor management committee process will remain unaffected.

32. Contract Amendments

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

33. Termination and Renewal

33.1 This Agreement and all attachments hereto shall be in full force and effect from January 1, 2018 through December 31, 2020, and shall continue in effect if renewed or extended by mutual agreement.

33.2 Not less than one hundred twenty (120) days prior to the end of the contract, either party may notify the other in writing of its desire to terminate or modify the Agreement, provided that an earlier commencement may be scheduled by mutual agreement.

Dated this _____ day of _____, 2017.

For the Employer

For the Union

Eric Holmes, City Manager

Karyn Morrison, Business Representative

Lenda Crawford, Deputy City Manager

Erik Bjerke, Chief Steward

Jinny Jones, Steward

Mike Schroetke, Steward

Approved as to form:

E. Bronson Potter, City Attorney

Attest:

Natasha Ramras, City Clerk

APPENDIX A – CLASSIFICATION AND RATES OF PAY
Schedule adjusted by 2% effective January 1, 2017

OPEIU 2018 Salary Ranges									
January 1, 2018 through December 31, 2018									
Range	Classification	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8
1	Mailroom Clerk	\$ 2,829	\$ 2,929	\$ 3,031	\$ 3,138	\$ 3,248	\$ 3,362	\$ 3,479	\$ 3,619
2		\$ 2,901	\$ 3,003	\$ 3,108	\$ 3,217	\$ 3,329	\$ 3,446	\$ 3,567	\$ 3,709
3		\$ 2,973	\$ 3,077	\$ 3,185	\$ 3,297	\$ 3,413	\$ 3,532	\$ 3,655	\$ 3,802
4	Accounting Clerk I	\$ 3,049	\$ 3,155	\$ 3,265	\$ 3,379	\$ 3,498	\$ 3,620	\$ 3,746	\$ 3,896
5		\$ 3,124	\$ 3,233	\$ 3,347	\$ 3,464	\$ 3,585	\$ 3,710	\$ 3,840	\$ 3,994
6	Facilities Assistant (WREC)	\$ 3,203	\$ 3,315	\$ 3,430	\$ 3,551	\$ 3,675	\$ 3,804	\$ 3,937	\$ 4,094
7	Facilities Assistant (Recreation) Support Specialist II Utility Clerk	\$ 3,282	\$ 3,397	\$ 3,517	\$ 3,639	\$ 3,766	\$ 3,898	\$ 4,035	\$ 4,196
8		\$ 3,365	\$ 3,482	\$ 3,604	\$ 3,730	\$ 3,861	\$ 3,996	\$ 4,136	\$ 4,301
9		\$ 3,449	\$ 3,570	\$ 3,694	\$ 3,824	\$ 3,958	\$ 4,096	\$ 4,238	\$ 4,408
	Customer Service Representative								
	Parking Enforcement Officer								
	Parking Officer								
10	Accounting Clerk II Permit Specialist I	\$ 3,534	\$ 3,658	\$ 3,786	\$ 3,919	\$ 4,057	\$ 4,198	\$ 4,345	\$ 4,519
11		\$ 3,623	\$ 3,750	\$ 3,881	\$ 4,017	\$ 4,158	\$ 4,303	\$ 4,454	\$ 4,632
	Police Records Specialist								
	Support Specialist III								
	Records Specialist								
12		\$ 3,713	\$ 3,843	\$ 3,978	\$ 4,118	\$ 4,262	\$ 4,410	\$ 4,566	\$ 4,747
13	Material Control Coordinator Program Coordinator I Sr. Customer Service Representative Utility Service Inspector	\$ 3,807	\$ 3,940	\$ 4,077	\$ 4,220	\$ 4,368	\$ 4,521	\$ 4,679	\$ 4,866
14	Engineering Tech I Payroll Analyst Police Service Technician Senior Accounting Clerk	\$ 3,902	\$ 4,038	\$ 4,179	\$ 4,326	\$ 4,477	\$ 4,634	\$ 4,796	\$ 4,988
15		\$ 3,999	\$ 4,139	\$ 4,284	\$ 4,434	\$ 4,589	\$ 4,749	\$ 4,916	\$ 5,112

16	Lead Police Records Specialist Permit Specialist II	\$ 4,099	\$ 4,243	\$ 4,391	\$ 4,544	\$ 4,703	\$ 4,868	\$ 5,039	\$ 5,241
17	Construction Inspector I	\$ 4,201	\$ 4,349	\$ 4,501	\$ 4,659	\$ 4,822	\$ 4,990	\$ 5,164	\$ 5,371
18	Evidence Technician	\$ 4,306	\$ 4,457	\$ 4,613	\$ 4,775	\$ 4,942	\$ 5,114	\$ 5,294	\$ 5,506
19	Public Records Officer	\$ 4,415	\$ 4,569	\$ 4,729	\$ 4,894	\$ 5,065	\$ 5,243	\$ 5,426	\$ 5,643
20	Engineering Technician II Surveyor	\$ 4,525	\$ 4,683	\$ 4,847	\$ 5,016	\$ 5,193	\$ 5,373	\$ 5,562	\$ 5,784
21	Lead Permit Specialist	\$ 4,638	\$ 4,800	\$ 4,968	\$ 5,142	\$ 5,321	\$ 5,508	\$ 5,702	\$ 5,929
22	Evidence Coordinator	\$ 4,753	\$ 4,920	\$ 5,093	\$ 5,270	\$ 5,455	\$ 5,647	\$ 5,844	\$ 6,077
23	Construction Inspector II	\$ 4,873	\$ 5,043	\$ 5,219	\$ 5,403	\$ 5,591	\$ 5,786	\$ 5,989	\$ 6,229
24	Senior Engineering Technician Senior Surveyor	\$ 4,995	\$ 5,169	\$ 5,350	\$ 5,537	\$ 5,731	\$ 5,931	\$ 6,139	\$ 6,385
25	Crime Analyst	\$ 5,119	\$ 5,299	\$ 5,484	\$ 5,675	\$ 5,874	\$ 6,080	\$ 6,293	\$ 6,545
26	Engineering Specialist Survey Specialist	\$ 5,248	\$ 5,432	\$ 5,621	\$ 5,818	\$ 6,022	\$ 6,232	\$ 6,450	\$ 6,709
27	Senior Construction Inspector	\$ 5,378	\$ 5,567	\$ 5,762	\$ 5,964	\$ 6,172	\$ 6,388	\$ 6,612	\$ 6,877
28		\$ 5,513	\$ 5,706	\$ 5,906	\$ 6,113	\$ 6,327	\$ 6,547	\$ 6,777	\$ 7,047
29	Construction Inspection Specialist	\$ 5,651	\$ 5,848	\$ 6,053	\$ 6,266	\$ 6,485	\$ 6,711	\$ 6,946	\$ 7,225
30		\$ 5,793	\$ 5,996	\$ 6,205	\$ 6,421	\$ 6,646	\$ 6,879	\$ 7,120	\$ 7,404

OPEIU 2019 Salary Ranges									
January 1, 2019 through December 31, 2019									
Range	Classification	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8
1	Mailroom Clerk	\$ 2,886	\$ 2,988	\$ 3,092	\$ 3,201	\$ 3,313	\$ 3,429	\$ 3,549	\$ 3,691
2		\$ 2,959	\$ 3,063	\$ 3,170	\$ 3,281	\$ 3,396	\$ 3,515	\$ 3,638	\$ 3,783
3		\$ 3,032	\$ 3,139	\$ 3,249	\$ 3,363	\$ 3,481	\$ 3,603	\$ 3,728	\$ 3,878
4	Accounting Clerk I	\$ 3,110	\$ 3,218	\$ 3,330	\$ 3,447	\$ 3,568	\$ 3,692	\$ 3,821	\$ 3,974
5	Facilities Assistant (WREC)	\$ 3,186	\$ 3,298	\$ 3,414	\$ 3,533	\$ 3,657	\$ 3,784	\$ 3,917	\$ 4,074
6		\$ 3,267	\$ 3,381	\$ 3,499	\$ 3,622	\$ 3,749	\$ 3,880	\$ 4,016	\$ 4,176
7	Facilities Assistant (Recreation) Support Specialist II Utility Clerk	\$ 3,348	\$ 3,465	\$ 3,587	\$ 3,712	\$ 3,841	\$ 3,976	\$ 4,116	\$ 4,280
8		\$ 3,432	\$ 3,552	\$ 3,676	\$ 3,805	\$ 3,938	\$ 4,076	\$ 4,219	\$ 4,387
9	Customer Service Representative Parking Enforcement Officer Parking Officer	\$ 3,518	\$ 3,641	\$ 3,768	\$ 3,900	\$ 4,037	\$ 4,178	\$ 4,323	\$ 4,496
10	Accounting Clerk II Permit Specialist I	\$ 3,605	\$ 3,731	\$ 3,862	\$ 3,997	\$ 4,138	\$ 4,282	\$ 4,432	\$ 4,609
11	Police Records Specialist Support Specialist III Records Specialist	\$ 3,695	\$ 3,825	\$ 3,959	\$ 4,097	\$ 4,241	\$ 4,389	\$ 4,543	\$ 4,725
12		\$ 3,787	\$ 3,920	\$ 4,058	\$ 4,200	\$ 4,347	\$ 4,498	\$ 4,657	\$ 4,842
13	Material Control Coordinator Program Coordinator I Sr. Customer Service Representative Utility Service Inspector	\$ 3,883	\$ 4,019	\$ 4,159	\$ 4,304	\$ 4,455	\$ 4,611	\$ 4,773	\$ 4,963
14	Engineering Tech I Payroll Analyst Police Service Technician Senior Accounting Clerk	\$ 3,980	\$ 4,119	\$ 4,263	\$ 4,413	\$ 4,567	\$ 4,727	\$ 4,892	\$ 5,088
15		\$ 4,079	\$ 4,222	\$ 4,370	\$ 4,523	\$ 4,681	\$ 4,844	\$ 5,014	\$ 5,214

16	Lead Police Records Specialist Permit Specialist II	\$ 4,181	\$ 4,328	\$ 4,479	\$ 4,635	\$ 4,797	\$ 4,965	\$ 5,140	\$ 5,346
17	Construction Inspector I	\$ 4,285	\$ 4,436	\$ 4,591	\$ 4,752	\$ 4,918	\$ 5,090	\$ 5,267	\$ 5,478
18	Evidence Technician	\$ 4,392	\$ 4,546	\$ 4,705	\$ 4,871	\$ 5,041	\$ 5,216	\$ 5,400	\$ 5,616
19	Public Records Officer	\$ 4,503	\$ 4,660	\$ 4,824	\$ 4,992	\$ 5,166	\$ 5,348	\$ 5,535	\$ 5,756
20	Engineering Technician II Surveyor	\$ 4,616	\$ 4,777	\$ 4,944	\$ 5,116	\$ 5,297	\$ 5,480	\$ 5,673	\$ 5,900
21	Lead Permit Specialist	\$ 4,731	\$ 4,896	\$ 5,067	\$ 5,245	\$ 5,427	\$ 5,618	\$ 5,816	\$ 6,048
22	Evidence Coordinator	\$ 4,848	\$ 5,018	\$ 5,195	\$ 5,375	\$ 5,564	\$ 5,760	\$ 5,961	\$ 6,199
23	Construction Inspector II	\$ 4,970	\$ 5,144	\$ 5,323	\$ 5,511	\$ 5,703	\$ 5,902	\$ 6,109	\$ 6,354
24	Senior Engineering Technician Senior Surveyor	\$ 5,095	\$ 5,272	\$ 5,457	\$ 5,648	\$ 5,846	\$ 6,050	\$ 6,262	\$ 6,513
25	Crime Analyst	\$ 5,221	\$ 5,405	\$ 5,594	\$ 5,789	\$ 5,991	\$ 6,202	\$ 6,419	\$ 6,676
26	Engineering Specialist Survey Specialist	\$ 5,353	\$ 5,541	\$ 5,733	\$ 5,934	\$ 6,142	\$ 6,357	\$ 6,579	\$ 6,843
27	Senior Construction Inspector	\$ 5,486	\$ 5,678	\$ 5,877	\$ 6,083	\$ 6,295	\$ 6,516	\$ 6,744	\$ 7,015
28		\$ 5,623	\$ 5,820	\$ 6,024	\$ 6,235	\$ 6,454	\$ 6,678	\$ 6,913	\$ 7,188
29	Construction Inspection Specialist	\$ 5,764	\$ 5,965	\$ 6,174	\$ 6,391	\$ 6,615	\$ 6,845	\$ 7,085	\$ 7,370
30		\$ 5,909	\$ 6,116	\$ 6,329	\$ 6,549	\$ 6,779	\$ 7,017	\$ 7,262	\$ 7,552

OPEIU 2020 Salary Ranges									
January 1, 2020 through December 31, 2020									
Range	Classification	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8
1	Mailroom Clerk	\$ 2,944	\$ 3,048	\$ 3,154	\$ 3,265	\$ 3,379	\$ 3,498	\$ 3,620	\$ 3,765
2		\$ 3,018	\$ 3,124	\$ 3,233	\$ 3,347	\$ 3,464	\$ 3,585	\$ 3,711	\$ 3,859
3		\$ 3,093	\$ 3,202	\$ 3,314	\$ 3,430	\$ 3,551	\$ 3,675	\$ 3,803	\$ 3,956
4	Accounting Clerk I	\$ 3,172	\$ 3,282	\$ 3,397	\$ 3,516	\$ 3,639	\$ 3,766	\$ 3,897	\$ 4,053
5	Facilities Assistant (WREC)	\$ 3,250	\$ 3,364	\$ 3,482	\$ 3,604	\$ 3,730	\$ 3,860	\$ 3,995	\$ 4,155
6		\$ 3,332	\$ 3,449	\$ 3,569	\$ 3,694	\$ 3,824	\$ 3,958	\$ 4,096	\$ 4,260
7	Facilities Assistant (Recreation)	\$ 3,415	\$ 3,534	\$ 3,659	\$ 3,786	\$ 3,918	\$ 4,056	\$ 4,198	\$ 4,366
	Support Specialist II								
	Utility Clerk								
8		\$ 3,501	\$ 3,623	\$ 3,750	\$ 3,881	\$ 4,017	\$ 4,158	\$ 4,303	\$ 4,475
9	Customer Service Representative	\$ 3,588	\$ 3,714	\$ 3,843	\$ 3,978	\$ 4,118	\$ 4,262	\$ 4,409	\$ 4,586
	Parking Enforcement Officer								
	Parking Officer								
10	Accounting Clerk II	\$ 3,677	\$ 3,806	\$ 3,939	\$ 4,077	\$ 4,221	\$ 4,368	\$ 4,521	\$ 4,701
	Permit Specialist I								
11	Police Records Specialist	\$ 3,769	\$ 3,902	\$ 4,038	\$ 4,179	\$ 4,326	\$ 4,477	\$ 4,634	\$ 4,820
	Support Specialist III								
	Records Specialist								
12		\$ 3,863	\$ 3,998	\$ 4,139	\$ 4,284	\$ 4,434	\$ 4,588	\$ 4,750	\$ 4,939
13	Material Control Coordinator	\$ 3,961	\$ 4,099	\$ 4,242	\$ 4,390	\$ 4,544	\$ 4,703	\$ 4,868	\$ 5,062
	Program Coordinator I								
	Sr. Customer Service Representative								
	Utility Service Inspector								
14	Engineering Tech I	\$ 4,060	\$ 4,201	\$ 4,348	\$ 4,501	\$ 4,658	\$ 4,822	\$ 4,990	\$ 5,190
	Payroll Analyst								
	Police Service Technician								
	Senior Accounting Clerk								
15		\$ 4,161	\$ 4,306	\$ 4,457	\$ 4,613	\$ 4,775	\$ 4,941	\$ 5,114	\$ 5,318

16	Lead Police Records Specialist Permit Specialist II	\$ 4,265	\$ 4,415	\$ 4,569	\$ 4,728	\$ 4,893	\$ 5,064	\$ 5,243	\$ 5,453
17	Construction Inspector I	\$ 4,371	\$ 4,525	\$ 4,683	\$ 4,847	\$ 5,016	\$ 5,192	\$ 5,372	\$ 5,588
18	Evidence Technician	\$ 4,480	\$ 4,637	\$ 4,799	\$ 4,968	\$ 5,142	\$ 5,320	\$ 5,508	\$ 5,728
19	Public Records Officer	\$ 4,593	\$ 4,753	\$ 4,920	\$ 5,092	\$ 5,269	\$ 5,455	\$ 5,646	\$ 5,871
20	Engineering Technician II Surveyor	\$ 4,708	\$ 4,873	\$ 5,043	\$ 5,218	\$ 5,403	\$ 5,590	\$ 5,786	\$ 6,018
21	Lead Permit Specialist	\$ 4,826	\$ 4,994	\$ 5,168	\$ 5,350	\$ 5,536	\$ 5,730	\$ 5,932	\$ 6,169
22	Evidence Coordinator	\$ 4,945	\$ 5,118	\$ 5,299	\$ 5,483	\$ 5,675	\$ 5,875	\$ 6,080	\$ 6,323
23	Construction Inspector II	\$ 5,069	\$ 5,247	\$ 5,429	\$ 5,621	\$ 5,817	\$ 6,020	\$ 6,231	\$ 6,481
24	Senior Engineering Technician Senior Surveyor	\$ 5,197	\$ 5,377	\$ 5,566	\$ 5,761	\$ 5,963	\$ 6,171	\$ 6,387	\$ 6,643
25	Crime Analyst	\$ 5,325	\$ 5,513	\$ 5,706	\$ 5,905	\$ 6,111	\$ 6,326	\$ 6,547	\$ 6,810
26	Engineering Specialist Survey Specialist	\$ 5,460	\$ 5,652	\$ 5,848	\$ 6,053	\$ 6,265	\$ 6,484	\$ 6,711	\$ 6,980
27	Senior Construction Inspector	\$ 5,596	\$ 5,792	\$ 5,995	\$ 6,205	\$ 6,421	\$ 6,646	\$ 6,879	\$ 7,155
28		\$ 5,735	\$ 5,936	\$ 6,144	\$ 6,360	\$ 6,583	\$ 6,812	\$ 7,051	\$ 7,332
29	Construction Inspection Specialist	\$ 5,879	\$ 6,084	\$ 6,297	\$ 6,519	\$ 6,747	\$ 6,982	\$ 7,227	\$ 7,517
30		\$ 6,027	\$ 6,238	\$ 6,456	\$ 6,680	\$ 6,915	\$ 7,157	\$ 7,407	\$ 7,703

Salary Range Structure:

2.5% between ranges; 3.5% spread between steps 1 through 7; 4% spread between steps 7 and 8

Appendix B –Paid Time Off (PTO) Schedule

EMPLOYEE PAID TIME OFF (PTO) ACCRUAL SCHEDULE For employees hired before March 24, 2003 and after January 1, 1980						
During Year of Service	Hours Per Month	Days Per Year (Based on an 8 Hour Day)	Maximum Payout at Separation Hours / Days (Based on an 8 Hour Day)		Maximum Accumulation Hours/Days (Based on an 8 Hour Day)	
1-5	18.34	27.5	440	55	608	76
6-10	20.34	30.5	488	61	656	82
11-15	22.34	33.5	536	67	704	88
16-20	24.34	36.5	584	73	752	94
21+	26.34	39.5	632	79	800	100

EMPLOYEE PAID TIME OFF (PTO) ACCRUAL SCHEDULE For employees hired on or after March 24, 2003						
During Year of Service	Hours Per Month	Days Per Year (Based on an 8 Hour Day)	Maximum Payout at Separation Hours / Days (Based on an 8 Hour Day)		Maximum Accumulation Hours/Days (Based on an 8 Hour Day)	
1-2	15	22.5	360	45	528	66
3-5	18.34	27.5	440	55	608	76
6-10	20.34	30.5	488	61	656	82
11-15	22.34	33.5	536	67	704	88
16-20	24.34	36.5	584	73	752	94
21+	26.34	39.5	632	79	800	100

Appendix C – Layoff and Bumping for Support Specialists

DEFINITION: For the purpose of this appendix, the term Job Classification shall mean all employees working as Support Specialists, which contain three (3) levels of skill, with the lowest skill level being “I” and the highest skill level being “III”. The term “Civil Service Employee” shall mean all employees that have been appointed to a classified civil service position from a certified eligibility list and have satisfactorily completed the probationary period or an employee that was grandfathered into Civil Service as of January 1, 2018.

Prior to laying off in the Support Specialist Classification, the City will continue in its past practice of making every effort to place those member(s) whose position is being laid off into another vacant position in the same job classification at the same or lower level, assuming the employee meets the minimum qualifications for the available position.

If no vacant positions within the same job classification are available, the employee whose position is scheduled to be laid off shall be allowed to exercise their seniority over employees with less seniority represented by OPEIU, in the same or lower level within the Support Specialist job classification as follows:

1. A Support Specialist III can bump the least senior Support Specialist III represented by OPEIU in the same department, over whom they have greater seniority, assuming the employee meets the minimum qualifications for the position. If there is not a least senior Support Specialist III available to be bumped, then the Support Specialist III being laid off may bump the least senior Support Specialist II or Support Specialist I represented by OPEIU in the City, over whom they have greater seniority, assuming the employee meets the minimum qualifications for the position.
2. A Support Specialist II can bump the least senior Support Specialist II represented by OPEIU in the City, over whom they have greater seniority, assuming the employee meets the minimum qualifications for the position. If there is not a least senior Support Specialist II available to be bumped, then the Support Specialist II being laid off may bump the least senior Support Specialist I represented by OPEIU in the City, over whom they have greater seniority, assuming the employee meets the minimum qualifications for the position.
3. A Support Specialist I can bump the least senior Support Specialist I represented by OPEIU in the City, over whom they have greater seniority.

The following bumping parameters will apply to Support Specialists exercising bumping rights:

1. A non-Civil Service employee cannot bump into a civil service position unless the employee meets minimum qualifications for the position and has passed the civil service exam.

2. A full-time, regular employee (1.0 FTE) would first be eligible to bump the least senior, full-time, regular employee (1.0 FTE), over whom they have greater seniority. He/she would also be permitted to bump a less than 1.0 FTE employee, provided that person is the least senior Support Specialist.
3. If there is not a less senior full-time, regular employee (1.0 FTE) to bump, the employee identified for layoff would then be eligible to bump the least senior part time employee (less than 1.0 FTE).

Those employees who are bumped shall have the same bumping rights and privileges as if they were laid off.

All employees bumping into, or being placed into another Support Specialist position, in lieu of layoff, will serve a standard six month probationary period in the new position. Failure to pass probation in any new position may result in termination of employment with the City.

All other issues regarding layoff, recall, probation, etc. will follow City Policy and the Labor Contract between the City and OPEIU.

Appendix D – Layoff and Bumping for Engineering Technicians

It is mutually agreed that classifications in the Engineering Technician Series shall be referred to and in order of most skilled as: Engineering Specialist, Engineering Technician III or Sr., Engineering Technician, Engineering Technician II, and Engineering Technician I.

For the purpose of this appendix, the term Job Classification shall mean all employees working in the Engineering Technician Series which contain distinct separate levels skills that may or may not be interchangeable either to lateral positions or lower positions within the Engineering Technician classification. The term “Civil Service Employee” shall mean all employees that have been appointed to a classified civil service position from a certified eligibility list and have satisfactorily completed the probationary period or an employee that was grandfathered into Civil Service as of January 1, 2018.

Bargaining unit members working under the Engineering Technician Series shall be observed under the following language:

Prior to laying off in the Engineering Technician Classification, the City will continue in its past practice of making every effort to place those member(s) whose position is being laid off or reduced into another vacant position in the same job classification at the same or lower level, assuming the employee meets the minimum qualifications for the available position.

If no vacant positions within the same job classification are available, the employee whose position is scheduled to be laid off shall be allowed to exercise their seniority over employees with less seniority represented by OPEIU Local 11, in the same or lower level within the Engineering Technician Series as follows, provided the employee meets the minimum qualification for the position at the time of the bump:

1. An Engineering Specialist may bump the least senior Engineering Specialist, represented by OPEIU Local 11 in the same department, over whom they have greater seniority, assuming the employee meets the minimum qualifications for the position. If there is not a least senior Engineering Specialist available to be bumped, then the Engineering Specialist laid off may bump the least senior Engineering Technician III, Engineering Technician II or Engineering Technician I represented by OPEIU Local 11 in the City, over whom they have greater seniority, assuming the employee meets the minimum qualifications for the position.
2. An Engineering Technician III may bump the least senior Engineering Technician III represented by OPEIU Local 11 in the City, over whom they have greater seniority, assuming the employee meets the minimum qualifications for the position. If there is not a least senior Engineering Technician III available to be bumped, then the Engineering Technician III being laid off may bump the least senior Engineering Technician II or Engineering Technician I represented by OPEIU Local 11 in the City, over whom they

have greater seniority, assuming the employee meets the minimum qualifications for the position.

3. An Engineering Technician II may bump the least senior Engineering Technician II represented by OPEIU in the City, over whom they have greater seniority, assuming the employee meets the minimum qualifications for the position. If there is not a least senior Engineering Technician II available to be bumped, then the Engineering Technician II being laid off may bump the least senior Engineering Technician I represented by OPEIU Local 11 in the City, over whom they have greater seniority, assuming the employee meets the minimum qualifications for the position.
4. An Engineering Technician I may bump the least senior Engineering Technician I represented by OPEIU Local 11 in the City, over whom they have greater seniority.

The following bumping parameters will apply to the Engineering Series when exercising bumping rights:

The City may determine that the employee who may be bumping into another engineering technician's position may not possess the minimum requirements for that position. If that determination is made the City will notify the Union and may not allow the bump to occur.

1. Grievances brought forth under this memorandum shall not advance beyond Step 3 of the Grievance Procedure.
2. A non-Civil Service employee cannot bump into a civil service position unless the employee meets minimum qualifications for the position and has passed the civil service exam.
3. A full-time, regular employee (1.0 FTE) would first be eligible to bump the least senior, full-time, regular employee (1.0 FTE), over whom they have greater seniority. He/she would also be permitted to bump a less than 1.0 FTE employee, provided that person is the least senior.
4. If there is not a less senior full-time, regular employee (1.0 FTE) to bump, the employee identified for layoff would then be eligible to bump the least senior part time employee (less than 1.0 FTE).

Those employees who are bumped shall have the same bumping rights and privileges as if they were laid off.

All employees bumping into, or being placed into another Engineering Technician Series position, in lieu of layoff, will serve a standard six month probationary period in the new position. Failure to pass probation in any new position may result in the employee being laid off and placed on the reinstatement list. Reinstatement may be only to the position the employee was laid off from.

All other language under Article 25 Layoff, Alternative to Layoff and Recall; the Collective Bargaining Agreement; and the City Policy Manual shall remain in full force and effect.

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:

\$ **2,038,918.72** this 12th day of March 2018.

MAYOR



AUDITING OFFICER

COUNCILMEMBER

COUNCILMEMBER

DATE	INCLUSIVE CHECK NUMBERS	CHECK TOTAL
February 27 - March 5	Accounts Payable Checks (see attached)	\$ 2,036,571.79
February 27 - March 5	Visa Refunds (see attached)	\$ 2,346.93
February 27 - March 5	Payroll Checks (see attached)	\$ -
TOTAL		\$ 2,038,918.72

INVOICE PAYMENTS REPORT

Check Number	Check Date	Amount	Vendor Name	Description
119299	27-Feb-2018	2,632.33	HEALTH SMART BENEFITS SOLUTIONS INC	***WIRE*** HEALTH SMART WEEKLY CLAIMS, WEEK 4 OF FEBRUARY
119300	27-Feb-2018	18,855.03	STATE OF OREGON	***WIRE*** 04 2018 PAYROLL TAXES; OREGON W/H
119301	27-Feb-2018	13,540.01	BANK OF AMERICA	***WIRE*** 04 2018 PAYROLL HSA
119302	27-Feb-2018	6,991.42	WASHINGTON STATE DEPT REVENUE	***WIRE*** USE TAX FOR THE PERIOD OF JAN-2018
119303	27-Feb-2018	244,143.62	WASHINGTON STATE DEPT REVENUE	***WIRE*** EXCISE/SALES TAX COMBINED RETURN ~ JANUARY 2018
119304	28-Feb-2018	33,948.04	GALLAGHER BASSETT SERVICES INC	***WIRE*** WORKERS' COMP FUNDING / MESSAGE ID: 39435686
119305	28-Feb-2018	8,500.00	MARK BROWN	***WIRE*** 18FEB - MONTHLY INTERGOVERNMENTAL RELATIONS - CMO
119307	01-Mar-2018	3,957.97	INTERNAL REVENUE SERVICE	***WIRE*** 2 2018 PENSION TAXES
119308	01-Mar-2018	218,081.47	US BANK TRUST	***WIRE*** TAX REVENUES - TREASURY
119309	28-Feb-2018	5,466.90	ACTIVE NETWORK INC	***WIRE*** ACTIVENET FEES - 02/15/18-02/28/18 - TREASURY
119310	05-Mar-2018	81,556.69	BLUE CROSS BLUE SHIELD OF OR	***WIRE*** WEEKLY CLAIMS FROM BLUE CROSS WEEK 4 OF FEBRUARY
588544	28-Feb-2018	900.78	A LINE ASPHALT MAINTENANCE INC	SUMMARY: MAINTENANCE RATED SWEEP - MULTIPLE LOCATIONS - OP CENTER & PARKING
588545	28-Feb-2018	10,023.11	ABM ON-SITE SERVICES WEST INC	ACCR17 - JOB 31062242 - CUST 6631793 - EXTRA JANITORIAL SERVICES - MULTIPLE CITY LOCATIONS - THRU 10/31/17 - REPLACES INV 11814213 IN BATCH 171213MDHFIN2 - OP CENTER - PO 89417/ RECEIPT 133013 BY P NEWTON PER E-MAIL
588545	28-Feb-2018	57,389.92	ABM ON-SITE SERVICES WEST INC	JOB 31062242 - CUST 6631793 - MONTHLY JANITORIAL SERVICES - MULTIPLE CITY LOCATIONS - 18FEB - OP CENTER
588546	28-Feb-2018	3,630.00	ACCENT BUSINESS SERVICES INC	ALI ZULFI - W/E 01/27/18 - INFO TECH - RECEIPT 132939 BY J SCHOESSLER PER E-MAIL
588547	28-Feb-2018	37,047.41	ACTION TECHNOLOGY SYSTEMS	ACCT 810805 - ADDL FIRE ALARM SITE WORK - 12/31/17-01/13/18 - TOWN PLAZA - OP CENTER - PO 88704/ RECEIPT 132822 BY P NEWTON PER E-MAIL
588548	28-Feb-2018	1,254.22	ADVANCE STORES CO INC	SUMMARY: PARTS FOR REPAIR AND MAINTENANCE - EQUIP SERVICES
588549	28-Feb-2018	2.98	AIRGAS NOR PAC INC	PAYER 2363679 - SHIP TO 2335879 - COMPRESSED GAS - 01/31/18 - FIRE STATION 5
588549	28-Feb-2018	94.08	AIRGAS NOR PAC INC	PAYER 2363679 - SHIP TO 2335879 - COMPRESSED GAS - 02/01/18 - FIRE STATION 5
588550	28-Feb-2018	5,195.00	ALLEGIANCE BENEFIT PLAN MANAGEMENT	RETIRED LEOFF 1 FIRE MEDICAL CLAIMS
588551	28-Feb-2018	209.82	ARAMARK UNIFORM SERVICES INC	SUMMARY: MAT/TOWEL/COVERALL/UNIFORM CLEANING SERVICES
588552	28-Feb-2018	884.54	ARBORSCAPE LTD INC	01/29/18 - REMOVE DEAD CEDAR TREE - 3812 "R" ST AT THE DEAD END OF "R" & 38TH - URBAN FORESTRY
588552	28-Feb-2018	777.77	ARBORSCAPE LTD INC	01/31/18 - REMOVE SPLIT MAPLE TREE - ELLSWORTH SPRINGS PARK - OP CENTER
588553	28-Feb-2018	8,229.19	ARONSON SECURITY GROUP	ACCR17 - JOB PDX-14026 - COMMISSION/PROGRAMMING FIRE STATIONS - THRU 12/21/17 - OP CENTER - RECEIPT 132895 BY P NEWTON PER E-MAIL
588553	28-Feb-2018	5,408.89	ARONSON SECURITY GROUP	JOB PDX-14026 - COMMISSION/PROGRAMMING FIRE STATIONS - THRU 01/25/18 - OP CENTER - RECEIPT 132936 BY P NEWTON PER E-MAIL
588554	28-Feb-2018	1,427.72	AT&T MOBILITY II LLC	ACCT 287253610004 - CELL PHONE CHARGES - 01/05/18-02/04/18 - CONSTRUCTION
588555	28-Feb-2018	9,485.19	AT&T MOBILITY II LLC	ACCT #287256310986 - CELL PHONE WIRELESS CHARGES - 01/05/18-02/04/18 - OPS CENTER
588556	28-Feb-2018	6,390.00	ATLAS SUPPLY INC	ACCR17 CUST 00017 - ORDER SO-0502933 - OPS CENTER
588557	28-Feb-2018	66.65	AUTO WHEEL SERVICE INC	CUST 02554 - REF 911446 - PARTS FOR VEHICLE REPAIRS - EQUIP SERVICES
588557	28-Feb-2018	19.20	AUTO WHEEL SERVICE INC	CUST 02554 - REF 911458 - PARTS FOR VEHICLE REPAIRS - EQUIP SERVICES
588558	28-Feb-2018	2,402.31	AUTOWERKS NORTHWEST	SETTLEMENT RE: AUTOWORKS NORTHWEST - DOL: 11/29/17 - RISK

INVOICE PAYMENTS REPORT

Check Number	Check Date	Amount	Vendor Name	Description
588559	28-Feb-2018	53.23	BARBARA L VERNON	REF COV00283
588560	28-Feb-2018	20.00	BILL/BARB COLLINS	REF ALARMS
588561	28-Feb-2018	7,447.08	BLOOMBERG FINANCE LP	ACCT 30136675 - BLOOMBERG TERMINAL W/ 23" DUAL W/PC - 01/15/18-04/14/18 - TREASURY
588562	28-Feb-2018	1,020.00	BRENDAN ADDIS & LORRAINE RAU	18JAN - WREC HABITAT/WATER MONITORING PROGRAM/CONGRESS - CITY - WREC
588562	28-Feb-2018	1,020.00	BRENDAN ADDIS & LORRAINE RAU	18JAN - WREC HABITAT/WATER MONITORING PROGRAM/CONGRESS - COUNTY - WREC
588563	28-Feb-2018	12.00	BRET YOUNG	REF OVERPMT PKG CIT 7200202069
588564	28-Feb-2018	3,185.00	BSK ASSOCIATES	SUMMARY: WO MULTIPLE - SAMPLE TESTING SERVICES - OP CENTER
588565	28-Feb-2018	37,741.22	CENTENNIAL CONTRACTORS ENTERPRISES, INC.	SUMMARY: CONSTRUCTION SERVICES THROUGHOUT THE CITY
588566	28-Feb-2018	7,109.00	CFM STRATEGIC COMMUNICATIONS INC	PROFESSIONAL SERVICES/EXPENSE REIMBURSEMENT - THRU 01/31/18 - CMO - RECEIPT 132914 BY K PECK PER E-MAIL
588567	28-Feb-2018	200.00	CHARLES SUNIGA	02/04/18 - SUNDAY DANCE - MUSICAL ENTERTAINMENT - PARKS
588568	28-Feb-2018	128.00	CHC REAL ESTATE VANCOUVER LLC	REF ZONING
588569	28-Feb-2018	200.00	CHINOOK TRAIL ASSN	RENTAL DEPOSIT RETURN #2668
588570	28-Feb-2018	429.05	CINTAS CORP NO 2	CUST 3570 - ACCT 03570 - LOC F80 - EXTINGUISHER INSPECTION/PURCHASE - EQUIP SERVICES - RECEIPT 133168 BY J CHICK
588571	28-Feb-2018	75.00	CITY OF VANCOUVER	CUST 111526 - SPECIAL FIRE INSPECTION - INSPECTION-18-0876 - LOC ID 2226-0050 - FIRSTENBURG COMM CTR - 700 NE 136TH AVE - 02/20/18 - OP CENTER
588571	28-Feb-2018	75.00	CITY OF VANCOUVER	CUST 285867 - FIRE/SAFETY INSPECTION FEES - INSPECTION-18-0931 - LOC ID 2122-0161 - FIRE 1 - 2607 MAIN ST - 02/23/18 - OP CENTER
588572	28-Feb-2018	1,084.00	CLARK COUNTY	ACCR17 - CUST 1812 - GIS 01162018-9 ROAD ATLAS - 50 EA - OPS CENTER
588572	28-Feb-2018	4,882.40	CLARK COUNTY	CUST 1810 - PUBLIC UTILITY PERMITS - 18JAN - OPS CENTER
588572	28-Feb-2018	35,030.00	CLARK COUNTY	CUST 1811 - CJC CONTRIBUTION - 18FEB - BUDGET
588572	28-Feb-2018	26,713.36	CLARK COUNTY	CUST 1811 - MONTHLY ANIMAL CONTROL SERVICES - 18FEB - BUDGET
588573	28-Feb-2018	214.50	CLARK COUNTY TITLE CO	ORDER CL88788 - LENDERS POLICY/RECORDING FEE - CDBG REHAB VERNET FUND - 10601 NE 11TH ST - 02/21/18 - CDBG FUNDING
588574	28-Feb-2018	1,190.00	CLARK COUNTY TITLE CO	RECONVEYANCE FOR: MCCAULEY; CASTELLANO; LANDIS; MARTSON; EMERY; BEQUETTE; SIEPAK
588575	28-Feb-2018	334.68	Clukey, Linda B	WORKDAY TRAINING IN PLEASANTON, CA
588576	28-Feb-2018	4,878.00	CNC	SCIP CONTRACTOR PMT - SWANNER (8007 NE 126TH AVE)
588577	28-Feb-2018	2,490.50	COLUMBIA CLAIMS SERVICE INC	FILE V118-985 - CLAIMS ADJUSTER SERVICES - THRU 01/29/18 - RISK
588578	28-Feb-2018	38.67	COMCAST CABLE COMMUNICATIONS INC	ACCT 8778 10 101 0255692 - COMCAST BILL - 18MAR - VTC
588579	28-Feb-2018	109.95	COMCAST CABLE COMMUNICATIONS INC	8778 10 101 3255970 - 02/24/18-03/23/18 - VPD WEST PRECINCT
588580	28-Feb-2018	869.26	CONSOLIDATED SUPPLY CO	CUST 23132 - OPERATING SUPPLIES - OPS CENTER
588581	28-Feb-2018	225.00	Cope, Douglass Andrew	BOOT REIMBURSEMENT
588582	28-Feb-2018	8,256.27	COPIERS NORTHWEST	ACCT 343871-P - MONTHLY COPIER LEASES - MULTIPLE CITY LOCATIONS - 01/15/18-02/14/18 - INFO TECH
588583	28-Feb-2018	84.75	Copley, Nicholas L (Nick)	ACADEMY BLEA
588584	28-Feb-2018	192.40	CORPORATE TRANSLATION SVCS INC	ACCR17 - PROJECT 96235 - TRANSLATION SERVICES - KYOTO/OSAKA LETTERS - 17NOV - FIRE
588584	28-Feb-2018	199.24	CORPORATE TRANSLATION SVCS INC	CLIENT ID 15540 - INTERPRETER SERVICES - 18JAN - VPD
588585	28-Feb-2018	1,641.16	COSCO FIRE PROTECTION	WRONG NUMBER OF HEADS ON APPLICATION
588586	28-Feb-2018	858.00	COURIER NORTHWEST INC	SUMMARY: MONTHLY COURIER SERVICES
588587	28-Feb-2018	50.00	CRAIG MCCORMICK	REF OVERPMT PKG CIT 7200203501
588588	28-Feb-2018	60.00	CRAIG MENDENHALL DBA AMERICAN SANI-CAN	01/01/18-01/28/18 - WEEKLY PUMPING SERVICES - CUSTOMER-OWNED UNIT - GREENWAY - OP CENTER

INVOICE PAYMENTS REPORT

Check Number	Check Date	Amount	Vendor Name	Description
588588	28-Feb-2018	60.00	CRAIG MENDENHALL DBA AMERICAN SANI-CAN	01/01/18-01/28/18 - WEEKLY PUMPING SERVICES - CUSTOMER-OWNED UNIT - STREETS - OP CENTER
588589	28-Feb-2018	535.67	CUES INC	SO 000643087 - OZ2 CAM - SER 11101802 - REPAIR SERVICES - 01/10/18 - OP CENTER
588590	28-Feb-2018	2,884.23	CUMMINS NORTHWEST INC	CUST 176909 - PROJ 49102 - TRANSFER SWITCH TO THE GENERATOR - SHIPPED 01/08/18 - OPS CENTER
588591	28-Feb-2018	15.00	DANYA M PATTON	REF OVERPMT PKG CIT 7200400094
588592	28-Feb-2018	84.75	DeGraw, Brandon James	ACADEMY BLEA
588593	28-Feb-2018	234.40	DEPT OF LABOR AND INDUSTRIES	2018 BOILER INSPECTION FEE - TOWN PLAZA - 5411 E MILL PLAIN BLVD BLDG 1 - 9 VESSELS - INSPECTION DATE 01/19/18 & 02/09/18 - OP CENTER
588594	28-Feb-2018	4,701.90	EAGLE WEB PRESS	JOB 89543 - MESSENGER INSERTS/MAIL PROCESSING - 18FEB - MEDIA SERVICES
588595	28-Feb-2018	4,552.80	EARTHWORKS EXCAVATING	SCIP CONTRACTOR PMT - DOWTY (7712 NE 124TH AVE)
588595	28-Feb-2018	5,047.10	EARTHWORKS EXCAVATING	SCIP CONTRACTOR PMT - SCHUE (7700 NE 123RD AVE)
588596	28-Feb-2018	84.75	Eccleston, Eric M	BLEEA 01/2018
588597	28-Feb-2018	100.00	EHLERT & ASSOC ADJUSTERS	FILE D-53821 - APPRAISAL SERVICE - RE: M RODRIQUEZ - DOL: 01/13/18 - RISK
588598	28-Feb-2018	325.71	ENTERPRISE RENT A CAR	RENTAL AGREEMENT 1D0012 - ACCT 1AG4612 - REF 6000-2366-0191 - RENTAL CAR - RE: A DEANS - 02/13/18-02/20/18 - RISK
588599	28-Feb-2018	195.12	ERIC ATWELL DBA ORCHARDS VETERINARY CLINIC LLC	ACCT 25150 - 01/30/18 - VETERINARY SERVICES - CANINE OFFICER DOC - VPD
588600	28-Feb-2018	5,479.75	ERIC KASCH	SETTLEMENT RE: ERIC KASCH - DOL: 11/29/17 - RISK
588601	28-Feb-2018	111.00	ESIX SPORSTWEAR INC	DUNGAREE PANTS - THRU 01/29/18 - OP CENTER
588602	28-Feb-2018	370.00	EVERETT BONNER	REF BUS LIC
588603	28-Feb-2018	712.19	F A BARTLETT TREE EXPERT CO	ACCT 0519215 - TREE/PLANT INSTALLATION SERVICES WITH 5-YR GUARANTEE - 1 TREE - 10318 SE 10TH AVE - THRU 12/14/17 - URBAN FORESTRY
588604	28-Feb-2018	770.36	Fell, Charles Gerard	TRAINING-PAVEMENT PRESERVATION - POST TRAVEL
588605	28-Feb-2018	17,945.77	FIRE SYSTEMS WEST	SUMMARY: SPRINKLER AND FIRE SYSTEM REPAIRS
588606	28-Feb-2018	25.00	FIRE SYSTEMS WEST INC	REF OVERPMT PKG CIT 7201000153
588607	28-Feb-2018	92.00	FOLEY & MANSFIELD PLLP	MATTER ID 016821-000001 - PROJ 922299 - LEGAL SERVICES RE: C MURRAY V COV - THRU 01/30/18 - DOL: 04/20/15 - INVOKE VMC 3.05.200(2) - RISK
588608	28-Feb-2018	30.22	FREDERICK VANKUREN	REF 600 SCIP LOAN
588609	28-Feb-2018	40.69	FRONTIER COMMUNICATIONS	ACCT 253-014-7406-041100-5 - 01/20/18-02/19/18 - FISHER WATER PUMP STATION - OPS CENTER
588610	28-Feb-2018	1,446.61	Galicz, Catrina L	WORKDAY FUNDAMENTALS TRAINING
588611	28-Feb-2018	100.00	GAMESTOP INC	REF SPECIAL LIC
588612	28-Feb-2018	601.39	GB MANCHESTER INC	ACCR17 - WO 4256 - INSTALL CABLES TO NEW OUTLET LOCATION - THRU 11/30/17 - FIRE 5 - 7110 NE 63RD ST - INFO TECH
588613	28-Feb-2018	493.21	GENUINE PARTS COMPANY	CUST 7970 - 18FEB - PARTS FOR VEHICLE AND EQUIPMENT REPAIRS - EQUIP SERVICES
588613	28-Feb-2018	430.44	GENUINE PARTS COMPANY	CUST 7970 - 18JAN - PARTS FOR VEHICLE AND EQUIPMENT REPAIRS - EQUIP SERVICES
588614	28-Feb-2018	2,000.00	GEOGRAPHIC TECHNOLOGIES GROUP INC	CITYWIDE AVL/GPS NEEDS ASSESSMENT PROJECT - THRU 01/31/17 - MP ENG - RECEIPT 132836 BY N KERFOOT PER E-MAIL
588615	28-Feb-2018	2,140.91	GEORGE ELEVATOR SERVICE LLC	18FEB - MONTHLY ELEVATOR MAINTENANCE - MULTIPLE CITY LOCATIONS - OP CENTER - RECEIPT 132823 BY P NEWTON PER E-MAIL
588616	28-Feb-2018	1,031.29	GORDON TRUCK CENTERS	CUST 96056 - 18JAN - PARTS FOR VEHICLE AND EQUIPMENT REPAIR - EQUIP SERVICES
588617	28-Feb-2018	15.00	GRANT BROER	REF OVERPMT PKG CIT 160200794

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588618	28-Feb-2018	20.00	GRANT HUNTER	REF ALARMS
588619	28-Feb-2018	15,195.90	HALBERT CONSTRUCTION LLC	BLAIRCO FILTER PROJECT - EST 1 - THRU 01/31/18
588620	28-Feb-2018	112.27	Hansen, Bart Andrew	POST TRAVEL - AWC CITY ACTION DAYS
588621	28-Feb-2018	107.32	HARRYS KEY SERVICE INC	SERVICE CALL - REMOVE LOCK FROM PUSHBAR DEVICE - VPD - 900 W EVERGREEN - THRU 01/29/18 - OP CENTER
588622	28-Feb-2018	10,915.05	HERRERA ENVIRONMENTAL CONSULTANTS	PROJ 14-05818-003 - BURNT BRIDGE CREEK 2017 TREND ANALYSIS REPORT - THRU 01/26/18 - MP ENG - RECEIPT 132906 BY L JONES
588623	28-Feb-2018	38.61	HOPE HINES	REF ON STREET PERMIT COV 07207
588624	28-Feb-2018	120.00	HOUGH NEIGHBORHOOD ASSN	ACCR17 - PARTICIPATION IN THE RECYCLING 101 PROGRAM
588625	28-Feb-2018	853.00	HOULIHAN LAW PC	GENERAL REAL ESTATE SERVICES - 01/11/18-01/17/18 - LEGAL SERVICES - LAW
588626	28-Feb-2018	13,750.00	HOWARD F & MARY TALBITZER	PARCEL 165666001 - REAL PROPERTY VOUCHER - MILL PLAIN BLVD-104TH AVE TO CHKLOV DR - 10512 SE MILL PLAIN BLVD - LAND PURCHASE/TEMP EASEMENT - 18FEB - CONSTRUCTION
588627	28-Feb-2018	20.00	IGLESIA EVANGELICA MONTE SINAI CHURCH	REF ALARMS
588628	28-Feb-2018	480.17	IRON MOUNTAIN SECURE SHREDDING	CUST 7121Y - ON-SITE DOCUMENT DESTRUCTION - 18JAN - VPD
588629	28-Feb-2018	25.00	JACK CARLSON	REF OVERPMT PKG CIT 7200203055
588630	28-Feb-2018	40.00	JACK HARING	REF OVERPMT PKG CIT 7200800515
588631	28-Feb-2018	1,626.00	JAMESTOWN NETWORKS	1GB LGN ACCESS - 18FEB - INFO TECH - PO 89426/ RECEIPT 133046 BY J SCHOESSLER PER E-MAIL
588632	28-Feb-2018	2,500.00	JANE JACOBSEN	FUNDRAISING CONSULTANT - VANCOUVER WATERFRONT PROJECT - THRU 01/31/18 - PARKS
588633	28-Feb-2018	89,434.00	JEFFREY BARRAR PS AKA VANCOUVER DEFENDERS	18MAR PUBLIC DEFEND PRIMARY AND INVESTIGATOR - CMO
588634	28-Feb-2018	25.00	JOHANA MCVEIGH	REF OVERPMT PKG CIT 7200800962
588635	28-Feb-2018	10.00	JUANITA MCBRIDE	REF OVERPMT PKG CIT 0094354
588636	28-Feb-2018	41.94	KATHLEEN SARAH ESDALIE	REF PKG PERMIT COV06641
588637	28-Feb-2018	159.00	KATHY MILLER DBA BODYWELL MASSAGE	01/16/18-01/31/18 - MASSAGE SERVICES - FIRSTENBURG COMM CTR
588638	28-Feb-2018	21,567.48	KEATING BUCKLIN & MCCORMACK INC PS	CLIENT MATTER 1109-00002 - LEGAL SERVICES - COV ADV QUINN - 12/11/17-01/31/18 - RISK
588639	28-Feb-2018	25.00	KELLI PENINGTON	REF OVERPMT OKG CIT 7200602825
588640	28-Feb-2018	100.00	Kelsom, Justin C.I.O.K.	CERTIFICATION REIMBURSEMENT
588641	28-Feb-2018	157.17	Kendall, John A	CLOTHING ALLOWANCE REIMBURSEMENT FOR JOHN KENDALL
588642	28-Feb-2018	215.00	KIMSREY IEM	REF BUS LIC
588643	28-Feb-2018	875.00	KRAMER GEHLEN & ASSOC	PROJ 17025-25 - V W 5 - CMI-223620 - THRU 01/31/18 - CDD
588643	28-Feb-2018	187.50	KRAMER GEHLEN & ASSOC	PROJ 18025-01 - WATER TOWER 7 - CMI-232746 - THRU 01/31/18 - CDD
588644	28-Feb-2018	102.00	Kujava, Nicholas Francis	CDL RENEWAL REIMBURSEMENT
588644	28-Feb-2018	187.00	Kujava, Nicholas Francis	WDM 1 EXAM & APPLICATION REIMBURSEMENT
588645	28-Feb-2018	2,467.08	LAKESIDE INDUSTRIES	JOB 1 - ASPHALT - EZ STREET ASPHALT - 20.69 TON - THRU 01/30/18 - OPS CENTER
588645	28-Feb-2018	387.54	LAKESIDE INDUSTRIES	JOB 1 - ASPHALT - ORCHARDS ASPHALT SALES - 7.01 TON - THRU 01/31/18 - OPS CENTER
588646	28-Feb-2018	75.00	LAKSHONI VASISHT	REFUND FOR BOYS CHAMPS TOURNAMENT AT VTC FEB. 2018 PER MIKE MON/TOURNAMENT DIRECTOR
588647	28-Feb-2018	498.04	Lee, Steve H	SLURRY SYSTEMS WORKSHOP - POST TRAVEL
588648	28-Feb-2018	444.30	LN CURTIS & SONS	CUST C32902 - ORDER 381099 - FIRE
588649	28-Feb-2018	83.48	Loski, Melissa Lynne	CLOTHING ALLOWANCE REIMBURSEMENT FOR MELISSA LOSKI
588649	28-Feb-2018	194.92	Loski, Melissa Lynne	EMPLOYEE REIMBURSEMENT - CLOTHING ALLOWANCE MELISSA LOSKI - CED CODE ENFORCEMENT
588650	28-Feb-2018	90.00	LUCAS KOTZ	REF ALARMS

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588651	28-Feb-2018	25.00	MACKENZIE	REF OVERPMT PKG CIT 7200502846
588652	28-Feb-2018	110.00	Mairs, Tad Cobb	TRAINING
588653	28-Feb-2018	3,605.46	MALLORY SAFETY & SUPPLY LLC	CUST 16345 - ORDER 2199739 - OPERATING SUPPLIES - OPS CENTER
588654	28-Feb-2018	590.78	MANS BEST FRIEND INC	40# BAG - DOG FOOD (9 EA) & JOINT MAX TRIPLE STRENGTH (1 EA) - CANINE OFFICERS - VPD
588655	28-Feb-2018	1,824.37	MANUEL RODRIGUEZ	SETTLEMENT RE: MANUEL RODRIGUEZ - DOL: 01/13/18 - RISK
588656	28-Feb-2018	151.76	MARK IV ENTERPRISES DBA FOLIAGE SERVICES	CUST VANCO - LOCATION VANCOU - MONTHLY PLANT MAINTENANCE - 18FEB - CITY HALL - RECEIPT 132843 BY J MCGEE
588657	28-Feb-2018	20.00	MARK/JANE JENNINGS	REF ALARM
588658	28-Feb-2018	205.00	MATTHEW LAME	REF BUS LIC
588659	28-Feb-2018	1,238.75	MAYES TESTING ENGINEERS INC	ACCR17 - CONTR 17179P - PROJ M9171253 - INSPECTION SERVICES - 10/30/17
588660	28-Feb-2018	1,000.00	MESSAGE GEARS LLC	12/02/17 - CONSTRUCTION
588661	28-Feb-2018	22,022.84	METEREADERS LLC	18FEB - USAGE FEE - INFO TECH
588662	28-Feb-2018	1,268.28	METRO OVERHEAD DOOR INC	18JAN - MONTHLY METER READING SERVICES - UTILITIES - RECEIPT 132745 BY J JONES
588663	28-Feb-2018	204.78	MILLER MENDEL INC	ACCT 34704 A.R - DOOR REPAIR SERVICES - 12/28/17 - REPLACES INVOICE 250846 IN BATCH 180104MDHFIN2 - FIRE STN 5 - OP CENTER
588664	28-Feb-2018	1,988.58	MISCELLANEOUS	ACCR17 - 2017 QTR 3 & 4 - ESOPH DATA STORAGE CHARGES/OVERAGES - INFO TECH FOR VPD - PO 89463/ RECEIPT 133187 BY J SCHOESSLER PER E-MAIL
588673				SUMMARY: CITY UTILITIES REFUNDS, PARKS REFUNDS & OTHER MISC REFUNDS
588674	28-Feb-2018	1,730.28	MOBES BUSINESS FORMS INC	
588674	28-Feb-2018	990.23	MOBES BUSINESS FORMS INC	3000 CITATION BOOKS - PARKING
588675	28-Feb-2018	84.75	Muleback, Rian D	INVOICE PAPER - QTY 30M - AR
588676	28-Feb-2018	4,845.94	MUNICIPAL EMERGENCY SERVICES INC	ACADEMY BLEA
588677	28-Feb-2018	177.87	Neblock, Tammi L	CUST C63793 - PARACLETE PANELS AND ACCESSORIES - VPD
588678	28-Feb-2018	84.75	Nicholson, Jason E	CLOTHING ALLOWANCE REIMBURSEMENT FOR TAMMI NEBLOCK
588679	28-Feb-2018	560.00	NORTHWEST HEALTHCARE INC	ACADEMY BLEA
588680	28-Feb-2018	1,264.50	NORTHWEST TESTING INC	REF BUS LIC
588681	28-Feb-2018	18.53	NW NATURAL	18JAN - SPECIAL INSPECTION/MATERIALS TESTING - PROJ 033090 - WATERFRONT PARK-GRANT ST PIER - CONSTRUCTION - RECEIPT 133048 BY L PETERSEN PER E-MAIL
588682	28-Feb-2018	1,244.41	ONE CALL CONCEPTS INC	ACCT #2620143-4 - GAS USAGE 01/22/18-02/20/18 - ENGLISH PIT
588682	28-Feb-2018	329.56	ONE CALL CONCEPTS INC	ACCT 19-0000085 - DIST VAN01 - EXCAVATION NOTIFICATIONS - 18JAN - OP CENTER
588683	28-Feb-2018	69,207.81	PACIFIC FURNISHINGS	ACCT 19-0000085 - DIST VAN04 - EXCAVATION NOTIFICATIONS - 18JAN - OP CENTER/TRAFFIC - RECEIPTED BY P TANDY PER E-MAIL
588683	28-Feb-2018	76,296.68	PACIFIC FURNISHINGS	ORDER 8852 - RECEIVE/DELIVERY/TECHNICAL/PLACEMENT SERVICES - VARIOUS FURNISHINGS - THRU 01/26/18 - FIRE STATION 1 - 2607 MAIN ST - PROPERTY SERVICES - ADDL RECEIPT 133225 BY J MCGEE PER E-MAIL
588684	28-Feb-2018	25.00	PAMELA FEDDERSON	ORDER 8854 - RECEIVE/DELIVERY/TECHNICAL/PLACEMENT SERVICES - VARIOUS FURNISHINGS - THRU 01/26/18 - FIRE STATION 2 - 2106 NORRIS RD - PROPERTY SERVICES - ADDL RECEIPT 133226 BY J MCGEE PER E-MAIL
588685	28-Feb-2018	243.48	PAPE MACHINERY	REF OVERPMT PKG CIT 7200404825
588685	28-Feb-2018	4,077.87	PAPE MACHINERY	CUST 101272 - 18FEB - PARTS FOR VEHICLE REPAIR - EQUIP SERVICES
588686	28-Feb-2018	4,005.00	PARKEON	CUST 101272 - 18JAN - PARTS FOR VEHICLE REPAIR - EQUIP SERVICES
				CUST 0030328P - SO P71051 - PARKFOLIO LEVEL 3 FEES - 89 EA - 18JAN - PARKING

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

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Check Number	Check Date	Amount	Vendor Name	Description
588687	28-Feb-2018	20.00	PAUL/LUPE NEWHALL	REF ALARM
588688	28-Feb-2018	1,711.74	PETTY CASH CUSTODIAN	SUMMARY: PETTY CASH REPLENISHMENT
I				
588693				
588694	28-Feb-2018	636.26	PORTER W YETT CO	CUST 20408 - JOB # SCALE 1 - CRUSHED ASPHALT - 71.09 TON - OPS CENTER
588695	28-Feb-2018	3,352.40	PORTLAND MECHANICAL CONSTRUCTION INC	BOILERROOM TESTING FOR SWCAA - CITY HALL - THRU 11/29/17 - OP CENTER - RECEIPT 132579 BY P TANDY PER E-MAIL
588695	28-Feb-2018	4,303.90	PORTLAND MECHANICAL CONSTRUCTION INC	INV 261037, 261206, 261261, & 261267 - TOWN PLAZA HVAC INSPECTIONS/REPAIR PROJECT - EST 5 - THRU 01/31/18 - RECEIPTS 133160 BY J DENTON
588696	28-Feb-2018	144.29	POTTER WEBSTER CO	CUST 8108500 - ORDER 242626 - PARTS FOR VEHICLE REPAIR AND EQUIPMENT - EQUIP SERVICES
588696	28-Feb-2018	46.23	POTTER WEBSTER CO	CUST 8108500 - ORDER 243584 - PARTS FOR VEHICLE REPAIR AND EQUIPMENT - EQUIP SERVICES
588696	28-Feb-2018	116.69	POTTER WEBSTER CO	CUST 8108500 - ORDER 245574 - PARTS FOR VEHICLE REPAIR AND EQUIPMENT - EQUIP SERVICES
588697	28-Feb-2018	18,888.64	PPC SOLUTIONS INC	SUMMARY - SECURITY SERVICES - MULTIPLE LOCATIONS
588698	28-Feb-2018	305.37	PROFESSIONAL CREDIT SERVICE	SUMMARY: REFUNDS
588699	28-Feb-2018	3,154.59	PROFESSIONAL SERVICE INDUSTRIES	CUST 1104830 - PROJ 07021966 - VANC WATERFRONT PARK - 18JAN - CONSTRUCTION
588700	28-Feb-2018	866.25	QUICK CAPTION INC	18JAN - PROVIDE REMOTE BROADCAST CAPTIONING SERVICES - MEDIA SERVICES
588701	28-Feb-2018	8,088.81	QWEST CORP DBA CENTURY LINK	SUMMARY: PDX LINES CITYWIDE & CITYWIDE PHONE LINES
I				
588703				
588704	28-Feb-2018	401.08	RENTOKIL NORTH AMERICA INC	SUMMARY: MONTHLY PEST CONTROL MAINTENANCE - MULTIPLE LOCATIONS
588705	28-Feb-2018	92.14	RIVERSIDE CONTAINERS LLC	JOB 49628 - RENTAL - 20' STEEL CONTAINER - 18FEB - CONSTRUCTION - RECEIPT 132826 BY L PETERSEN PER E-MAIL
588706	28-Feb-2018	576.00	ROTSCHY INC	CLIENT 59 - VAC TRUCK DUMP - OPS CENTER
588707	28-Feb-2018	215.36	Scrivner, Randal D	POLICE RESPONSE TO HOMELESSNESS CONFERENCE IN L.A.
588708	28-Feb-2018	6,267.00	SEQUENCE GRAPHICS LLC	ADVERTISING SALES COMMISSION FOR SR MESSENGER - 18FEB - MEDIA SERVICES - RECEIPT 132856 BY T LOONEY
588709	28-Feb-2018	20.00	SHARON SALVEY/ BARBARA HARPER	REF ALARM
588710	28-Feb-2018	96.00	Sheehan, Peggy A.	HOMELESS CONFERENCE IN LONG BEACH
588711	28-Feb-2018	4,866.53	SHIRLEY JARVIS	SETTLEMENT RE: SHIRLEY JARVIS - DOL: 02/07/18 - RISK
588712	28-Feb-2018	139,404.97	SIERRA-CEDAR INC	SUMMARY: HANSEN UTILITY BILLING SUPPORT & WORKDAY IMPLEMENTATION SERVICES - INFO TECH
588713	28-Feb-2018	600.00	SISTERS OF ST MARY OF OREGON	50+ PROGRAM - VALENTINE TEA - PARKS
588714	28-Feb-2018	33,658.01	SOFT RESOURCES LLC	18JAN - PROGRESS BILLING - ERP SOFTWARE PROJECT MANAGEMENT SERVICES - INFO TECH - RECEIPT 132862 BY S COOLEY PER E-MAIL
588715	28-Feb-2018	1,373.21	SOFTWARE HOUSE INTERNATIONAL SHI	CUST 1072078 - SO S47021885 - MULTIPLE WINDOWS PLATFORM - 4 EA - CONTRACT ADSP016-130651 - INFO TECH
588716	28-Feb-2018	25.00	SOPHIA J RUSSELL	REF OVERPMT PKG CIT 7200801063
588717	28-Feb-2018	713.33	SOUTHWEST CLEAN AIR AGENCY	SWCAA ID 1874 - ANNUAL AIR CONTAMINANT REGISTRATION FEE - 07/01/17-06/30/18 - MARINE PARK - MP ENG
588718	28-Feb-2018	710.00	SOUTHWEST OFFICIALS SERVICES INC	01/21/18-01/28/18 - ADULT BASKETBALL OFFICIATING FEES - PARKS
588719	28-Feb-2018	150.00	SPRINT CORPORATE SECURITY	TOWER SEARCH - VPD

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588720	28-Feb-2018	19.80	STATE OF OREGON	ACCT 83038 - AUTOMATED METER SKIPS-CARD/TAPE ENTRY RECORDS - THRU 01/31/18 - PARKING
588721	28-Feb-2018	1,511.00	STATE OF WASHINGTON	2018 RADIOACTIVE LICENSING FEE - CONSTRUCTION
588722	28-Feb-2018	3,700.00	STATE OF WASHINGTON	SR 9454 - PROJ 4587-WSC - MEMBER PLACEMENT FEES - PY 17-18 - (1) HALF TIME SLOT - WREC
588723	28-Feb-2018	330.01	STERICYCLE INC	SUMMARY: MEDICAL WASTE REMOVAL - FIRE
588724	28-Feb-2018	25.00	STEVEN W THAYER	REF OVERPMT PKG CIT 7200202219
588725	28-Feb-2018	2,276.40	STRATEGIC INSIGHTS INC	2018 SOFTWARE LICENSE RENEWAL - PLAN-IT CAPITAL PLANNING
588726	28-Feb-2018	215.00	SUMMA PEAK LLC	SOFTWARE - INFO TECH/FINANCE
588727	28-Feb-2018	252.00	SUMMIT LAW GROUP	REF BUS LIC
588728	28-Feb-2018	32,841.63	T2 SYSTEMS INC	ACCR17 - CLIENT 23101-1 RBY - LEGAL SERVICES - FIRE GENERAL LABOR - THRU 11/30/17 - FIRE
588729	28-Feb-2018	11,781.00	TEKSYSTEMS	CUST 1359 - 2018 ANNUAL FLEX SUBSCRIPTION - PARKING - RECEIPT 133279 BY T PICCHIONI PER E-MAIL
588730	28-Feb-2018	25.00	TERESA GARCIA-HURTADO	SUMMARY: TEMPORARY STAFFING SERVICES - INFO TECH
588731	28-Feb-2018	645.00	TESTAMERICA LABORATORIES INC	REF OVERPMT PKG CIT 7200502683
588731	28-Feb-2018	645.00	TESTAMERICA LABORATORIES INC	ACCR17 - CLIENT 1411092 - PROJ 58010839 - JOB J73647-1 - SAMPLE TESTING SERVICES - 12/14/17 - MP ENG - RECEIPT 132780 BY MPE
588732	28-Feb-2018	810.00	THE MAXHENRY PROJECT INC	ACCR17 - CLIENT 1411092 - PROJ 58010839 - JOB J73653-1 - SAMPLE TESTING SERVICES - 12/14/17 - MP ENG - RECEIPT 132781 BY MPE
588733	28-Feb-2018	810.00	THE MEXHENRY PROJECT INC	REF BUS LIC
588734	28-Feb-2018	271.00	TLC TOWING	REF BUS LIC
588735	28-Feb-2018	199.46	TOMMY OS ALOHA CAFE	TOWING - TRAVEL TRAILER - LIC N/A - FROM 5100 NE 142ND AVE TO TLC TOWING YARD - CASE 1768 - VPD
588736	28-Feb-2018	25.00	TONY HENKEL	02/05/18 - CITY COUNCIL DINNER/COUNCIL MEETING - CMO
588737	28-Feb-2018	189.70	TOWING & RECOVERY SERVICES INC	REF OVERPMT PKG CIT 7200601867
588738	28-Feb-2018	292.00	TRANSUNION RISK & ALTERNATIVE DATA SOLUTIONS INC	TOWING - '17 CHRYSLER 300 - LIC 360KAK OR - FROM 305 CHAKLOV TO EAST PRECINCT - VPD
588739	28-Feb-2018	20.00	TRIMA PANEL PRODUCTS	ACCT 230397 - DATABASE SEARCH FEES - 18JAN - VPD
588740	28-Feb-2018	189.70	TRIPLE J ENTERPRISES	REF ALARMS
588740	28-Feb-2018	189.70	TRIPLE J ENTERPRISES	TOWING - '04 BMW 5251 - LIC BGA7247 WA - FROM 7214 NE 65TH PL TO WEST PRECINCT - CASE #1581 - VPD
588741	28-Feb-2018	2,917.06	TYREE OIL, INC	TOWING - '04 CHEVROLET MALIBU - LIC 964ERQ OR - FROM 406 NE 97TH AVE TO WEST PRECINCT - CASE #2318-164 - VPD
588741	28-Feb-2018	1,435.71	TYREE OIL, INC	ACCT 0048324 - ORDER 0641624 - OPERATING SUPPLIES - EQUIP SERVICES
588742	28-Feb-2018	31.13	UNITED PARCEL SERVICE	ACCT 0048324 - ORDER 0642920 - OPERATING SUPPLIES - EQUIP SERVICES
588743	28-Feb-2018	14,223.22	UNIVERSAL FIELD SERVICES INC	18FEB - SHIPPER #856018 - SHIPPING CHARGES - OPS CENTER
588744	28-Feb-2018	1,495.00	US BANK	JOB 1483 - CUST 159BF - SE MILL PLAIN BLVD-104TH AVE TO CHKLOV DR PROJECT - 18JAN - TRANSPORTATION/CONSTRUCTION
588745	28-Feb-2018	100.00	US TENNIS ASSN	ACCR17 ADMIN FEES
588746	28-Feb-2018	1,084.00	US WATER SERVICES INC	01/19/18 - TOURNAMENT FEES PER PLAYER - JR INTERMEDIATE - CITY JR INTERMEDIATE-STARS/TROPHIES-VTC WINTER SINGLES - TENNIS CENTER - PO 89442/ RECEIPT 133069 BY R SUGICH PER E-MAIL
588747	28-Feb-2018	203.50	VANCOUVER AIRE LLC DBA FRESH AIRE AIR FRESHENERS	SUMMARY: MONTHLY CHILLER/BOILER CHEM TESTING - MULTIPLE LOCATIONS - OP CTR
588748	28-Feb-2018	3,960.00	VARSITY CONTRACTORS INC	SUMMARY: DEODORIZING SERVICE - MULTIPLE LOCATIONS
588749	28-Feb-2018	26,044.60	VENTURE PRODUCTS	REF BUS LIC
				VENTRAC TRACTOR TO REPLACE MOWER #4042 - EQUIP SERVICES

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588750	28-Feb-2018	84.75	Vigil, Nicole D	ACADEMY BLEA
588751	28-Feb-2018	221.25	WA STATE FIRE FIGHTERS APPRENTICESHIP TRUST	ACCR17 - 09/22/17 - BATES TECHINICAL COLLEGE SUMMER QTR 2017 - FIRE
588752	28-Feb-2018	19,127.67	WALLIS ENGINEERING	18JAN - PROJ VAN15ES:01 - 2018 VANCOUVER CURB RAMPS - THRU 01/31/18 - OP CENTER - RECEIPT 133065 BY P NEWTON PER E-MAIL
588753	28-Feb-2018	2,303.90	WALTER E NELSON CO	SUMMARY: JANITORIAL SUPPLIES - FIRE & OP CENTER
588754	28-Feb-2018	671.52	WAPITI NW LLC	2018 ANNUAL SERVICE AND INSPECTION - 2015 GREAT NORTHERN TRAILER - LIC 57252D - UNIT 5087 - EQUIP SERVICES
588754	28-Feb-2018	899.08	WAPITI NW LLC	2018 ANNUAL SERVICE AND INSPECTION - 2015 WORKMAN TRAILER - LIC 59438D - UNIT 5088 - EQUIP SERVICES
588755	28-Feb-2018	85,806.00	WASHINGTON STATE DEPT OF ECOLOGY	PERMIT WA0024350 - WASTEWATER PERMIT FOR WESTSIDE TREATMENT PLANT - MP ENG
588755	28-Feb-2018	85,806.00	WASHINGTON STATE DEPT OF ECOLOGY	PERMIT WA0024368 - WASTEWATER PERMIT FOR MARINE PARK TREATMENT PLANT - MP ENG
588756	28-Feb-2018	21,065.23	WASHINGTON STATE DEPT OF NATURAL RESOURCES	CUST 1042631 - AGREEMENT IAA 15-127 - INMATE LOCAL GOVT LABOR PROJ - MAINTENANCE OF WASTE WATER FACILITIES/CEMETERIES - MP ENG
588757	28-Feb-2018	95.98	Wass, Danielle Joan	DUI IMPAIRMENT TRAINING (FOR DRE)
588758	28-Feb-2018	94,679.18	WASTE CONNECTIONS INC	SUMMARY: GARBAGE AND RECYCLING SERVICES
588759	28-Feb-2018	7,684.88	WESTERN EQUIPMENT DISTRIBUTORS	CUST 1823 - OPERATING SUPPLIES - EQUIP SERVICES
588760	28-Feb-2018	84.75	Whalen, William Paul	BLEEAC ACADEMY
588761	28-Feb-2018	265.00	WHOLE FOODS MARKET	REF CIVICGOV
588762	28-Feb-2018	6,000.21	WILCOX & FLEGEL	SUMMARY: FUEL - EQUIP SERVICES
588763	28-Feb-2018	35.00	WILLIAM THOMSON	REF OVERPMT PKG CIT 7200801324
588764	28-Feb-2018	6,420.00	WILLIS OF SEATTLE INC	ACCT VANCOUV-01 - POL 018258044 - ENDORSEMENT 4 ADDING 2 NEW FIRE STATIONS - 10/01/16-10/01/18 - RISK
588764	28-Feb-2018	1,970.00	WILLIS OF SEATTLE INC	ACCT VANCOUV-01 - POL 018258044 - ENDORSEMENT 5 ADDING HOMELESS DAY CENTER - 10/01/16-10/01/18 - RISK
588765	28-Feb-2018	105.00	WOLFGANG ASSOC INC	2018 QTR 1 - RANDOM SELECTION SERVICES - COMPLIANCE WITH DOT TESTING REGULATIONS - 100-250 EMPLOYEES - OP CENTER
588766	28-Feb-2018	103.93	WOODS LOGGING SUPPLY INC	ADDING ZIPPERS TO ITEMS ON INV 1526411 - PRICING DIFFERENCE OK TO ADD PER PATRIC TANDY - OPS CENTER
588766	28-Feb-2018	4,349.61	WOODS LOGGING SUPPLY INC	CUST 17055 - ORDER 1509298 - RAINGEAR - OPS CENTER
588767	28-Feb-2018	79.35	XPO ENTERPRISE SERVICES INC	WEEKLY POSTAGE SERVICES - THRU 01/20/18 - FINANCE/MAILROOM
588767	28-Feb-2018	77.73	XPO ENTERPRISE SERVICES INC	WEEKLY POSTAGE SERVICES - THRU 01/27/18 - FINANCE/MAILROOM
20001417	27-Feb-2018	7,216.08	CITY OF VANCOUVER	SUMMARY: INFOR CITY PAYMENTS
	SUBTOTAL	2,036,571.79		
VISA	06-Mar-2018	987.00	MISCELLANEOUS	PARKS CLASS REFUNDS - FCC 02/27/18 - 03/05/18
VISA	06-Mar-2018	690.00	MISCELLANEOUS	PARKS CLASS REFUNDS - MCC 02/27/18 - 03/05/18
VISA	05-Mar-2018	-	MISCELLANEOUS	PARKS CLASS REFUNDS - SPECIAL EVENTS 02/27/18 - 03/05/18
VISA	06-Mar-2018	355.33	MISCELLANEOUS	PARKS CLASS REFUNDS - VTC 02/27/18 - 03/05/18
VISA	05-Mar-2018	314.60	MISCELLANEOUS	PARKS CLASS REFUNDS - WREC 02/27/18 - 03/05/18
	SUBTOTAL	2,346.93		
	TOTAL	2,038,918.72		

**City of Vancouver
Payroll Council Report
February 27, 2018 - March 5, 2018**

[illegible]

§ 100.000

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:

\$ 8,363,858.10 this 19th day of March 2018.

MAYOR


AUDITING OFFICER

COUNCILMEMBER

COUNCILMEMBER

DATE	INCLUSIVE CHECK NUMBERS	CHECK TOTAL
March 6 - March 12	Accounts Payable Checks (see attached)	\$ 5,668,898.99
March 6 - March 12	Visa Refunds (see attached)	\$ 2,140.00
March 6 - March 12	Payroll Checks (see attached)	\$ 2,692,819.11
TOTAL		\$ 8,363,858.10

INVOICE PAYMENTS REPORT

Check Number	Check Date	Amount	Vendor Name	Description
119311	06-Mar-2018	54,584.92	HEALTH SMART BENEFITS SOLUTIONS INC	***WIRE*** HEALTH SMART WEEKLY CLAIMS 1ST OF MARCH
119312	06-Mar-2018	21,262.99	BANK OF AMERICA	***WIRE*** UTILITY POSTAGE IMPREST ACCT FOR FEB 2018 - UTILITIES
119313	07-Mar-2018	30,316.64	GALLAGHER BASSETT SERVICES INC	***WIRE*** WORKERS' COMP FUNDING / MESSAGE ID: 39537648
119314	09-Mar-2018	4,874.00	LYNN WITTWER MD PC	***WIRE*** 18FEB - VANCOUVER FIRE DEPT SERVICES - FINANCE/FIRE
119315	09-Mar-2018	13,891.08	LYNN WITTWER MD PC	***WIRE*** 18FEB - AMERICAN MEDICAL RESPONSE SERVICES - FINANCE
119316	09-Mar-2018	322.80	BLUE CROSS BLUE SHIELD OF OR	***WIRE*** BLUE CROSS PART TIME MARCH PREMIUMS
119317	09-Mar-2018	2,098.20	BLUE CROSS BLUE SHIELD OF OR	***WIRE*** BLUE CROSS VHA MARCH PREMIUMS
119318	09-Mar-2018	22,649.80	BLUE CROSS BLUE SHIELD OF OR	***WIRE*** BLUE CROSS ACTIVES MARCH PREMIUMS
119319	09-Mar-2018	277,080.14	KAISER PERMANENTE	***WIRE*** KAISER MEDICAL ACTIVES MARCH PREMIUMS
119320	09-Mar-2018	12,978.40	KAISER PERMANENTE	***WIRE*** KAISER DENTAL ACTIVES MARCH PREMIUMS
119321	09-Mar-2018	391,025.80	VANCOUVER FIREFIGHTERS UNION HEALTH	***WIRE*** FIRE HEALTH TRUST MARCH PREMIUMS
119322	09-Mar-2018	195,768.72	WESTERN STATES HEALTH &	***WIRE*** OPEIU HEALTH TRUST MARCH PREMIUMS
119323	09-Mar-2018	750.00	VANCOUVER FIRE COMMAND OFFICERS	***WIRE*** PAYROLL
119324	09-Mar-2018	15,752.76	WESTERN STATES HEALTH &	***WIRE*** PAYROLL
119325	09-Mar-2018	11,375.62	ALLEGIANCE BENEFIT PLAN MANAGEMENT	***WIRE*** PAYROLL
119326	09-Mar-2018	153.52	OREGON SDU	***WIRE*** PAYROLL
119327	09-Mar-2018	25,286.87	VANCOUVER FIREFIGHTERS UNION HEALTH	***WIRE*** PAYROLL
119328	09-Mar-2018	145,126.03	ICMA CORP	***WIRE*** PAYROLL
119329	09-Mar-2018	17,800.00	WASHINGTON STATE FIREFIGHTERS	***WIRE*** PAYROLL
119330	09-Mar-2018	52,585.86	STATE OF WASHINGTON 457	***WIRE*** PAYROLL
119331	09-Mar-2018	19,990.39	ING	***WIRE*** PAYROLL
119332	09-Mar-2018	4,826.87	WASHINGTON SDU	***WIRE*** PAYROLL
119333	09-Mar-2018	5,144.01	ICMA 401A	***WIRE*** PAYROLL
119334	09-Mar-2018	75.00	HRA VEB A PLAN	***WIRE*** PAYROLL
119335	12-Mar-2018	733,654.93	INTERNAL REVENUE SERVICE	***WIRE*** 05 2018 PAYROLL TAXES; FEDERAL W/H
119336	12-Mar-2018	685,984.18	STATE OF WASHINGTON	***WIRE*** 04 2018 PERS/LEOFF
119337	12-Mar-2018	96,100.67	BLUE CROSS BLUE SHIELD OF OR	***WIRE*** BLUE CROSS MARCH WEEKLY CLAIMS, WEEK 1
119338	12-Mar-2018	32,034.22	BLUE CROSS BLUE SHIELD OF OR	***WIRE*** BLUE CROSS FEBRUARY WEEKLY CLAIMS LAST OF FEBRUARY
119339	12-Mar-2018	645.60	BLUE CROSS BLUE SHIELD OF OR	***WIRE*** BLUE CROSS MARCH RETIREES
119340	12-Mar-2018	57,050.00	BLUE CROSS BLUE SHIELD OF OR	***WIRE*** BLUE CROSS MARCH RETIREES
119341	12-Mar-2018	376.60	BLUE CROSS BLUE SHIELD OF OR	***WIRE*** BLUE CROSS MARCH COBRA PREMIUMS
119342	12-Mar-2018	16,887.31	KAISER PERMANENTE	***WIRE*** KAISER MEDICAL COBRA MARCH PREMIUMS
119343	12-Mar-2018	321.78	KAISER PERMANENTE	***WIRE*** KAISER DENTAL MARCH COBRA
119344	12-Mar-2018	831.77	WASHINGTON DENTAL SERVICE	***WIRE*** WDS MARCH PART TIME PREMIUMS
119345	12-Mar-2018	4,523.67	WASHINGTON DENTAL SERVICE	***WIRE*** WDS MARCH RETIREES PREMIUMS
119346	12-Mar-2018	850.31	WASHINGTON DENTAL SERVICE	***WIRE*** WDS MARCH COBRA PREMIUMS
119347	12-Mar-2018	66,530.14	WASHINGTON DENTAL SERVICE	***WIRE*** WDS MARCH ACTIVE PREMIUMS
119348	12-Mar-2018	29,044.82	GALLAGHER BASSETT SERVICES INC	***WIRE*** WORKERS' COMP FUNDING / MESSAGE ID: 39602117
119349	12-Mar-2018	123,252.84	US BANK TRUST	***WIRE*** TAX REVENUES - TREASURY
588768	07-Mar-2018	7,560.80	ABM ON-SITE SERVICES WEST INC	JOB 31062242 - CUST 6631793 - EXTRA JANITORIAL SERVICES - MULTIPLE CITY LOCATIONS - 18JAN - OP CENTER
588769	07-Mar-2018	4,070.00	ACCENT BUSINESS SERVICES INC	ALI ZULFI - W/E 02/02/18 - INFO TECH - RECEIPT 132940 BY J SCHOESSLER PER E-MAIL
588770	07-Mar-2018	440.10	ACTION TECHNOLOGY SYSTEMS	ACCT 810809 - SERVICE CALL - REPLACE 7044M PART - 02/09/18 - MARSHALL CTR - 1009 E MCLOUGHLIN - OP CENTER
588771	07-Mar-2018	989.46	ADVANCE STORES CO INC	SUMMARY: PARTS FOR REPAIR AND MAINTENANCE - EQUIP SERVICES PAYER 2363679 - SHIP TO 2335879 - COMPRESSED GAS - 02/06/18 - FIRE STATION 5
588772	07-Mar-2018	4.48	AIRGAS NOR PAC INC	

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

INVOICE PAYMENTS REPORT

Check Number	Check Date	Amount	Vendor Name	Description
588772	07-Mar-2018	4.48	AIRGAS NOR PAC INC	PAYER 2363679 - SHIP TO 2335879 - COMPRESSED GAS - 02/08/18 - FIRE STATION 5
588773	07-Mar-2018	96.25	ALLEGANCE BENEFIT PLAN MANAGEMENT	RETIRED LEOFF FIRE ADMIN CLAIMS FEES - HR
588773	07-Mar-2018	77.00	ALLEGANCE BENEFIT PLAN MANAGEMENT	RETIRED LEOFF POLICE ADMIN CLAIMS FEES - HR
588774	07-Mar-2018	4,100.00	ALPHA MEDIA INC	ACCR17 - 12/01/17-12/31/17 - NEW YEARS' EVE ADVERTISING - VPD
588775	07-Mar-2018	114.94	AMERICAN FAMILY INSURANCE	04 2018 PAYROLL
588776	07-Mar-2018	180.00	ANTHONY HERNANDEZ	18FEB - OFFICIATING SERVICES - WINTER TOURNAMENT - TENNIS CTR
588777	07-Mar-2018	209.82	ARAMARK UNIFORM SERVICES INC	SUMMARY: MAT TOWEL/COVERALL/UNIFORM CLEANING SERVICES
588778	07-Mar-2018	442.27	ARBORSCAPE LTD INC	02/09/18 - STUMP GRINDING - STEIN PAR - OP CENTER
588779	07-Mar-2018	311.75	ARCHAEOLOGICAL INVESTIGATIONS NW INC	BILLING 16 - ARCHAEOLOGICAL PREDETERMINATION REPORT REVIEW/SURVEYS - MULTIPLE PROJECTS - 18JAN - DRS - RECEIPT 132960 BY B THOMAS PER E-MAIL
588780	07-Mar-2018	34.40	ARLYS BORJESSON	50+ TRAVEL DRIVER/PLANNER REIMBURSEMENTS FOR MEALS/ PARKING/ ADMISSION
588781	07-Mar-2018	131.01	AT&T MOBILITY II LLC	ACCOUNT # 287238238360 - 01/17/18-02/16/18 - IT
588782	07-Mar-2018	1,924.70	Babine, Aline D.	WORKDAY TRAINING
588783	07-Mar-2018	6,147.83	BDS PLANNING & URBAN DESIGN	18JAN - CULTURE ART AND HERITAGE PLAN - CMO
588784	07-Mar-2018	3,492.09	BERGER ABAM INC	PROJ A17 0026.00 - EVERGREEN HWY TRAIL ENVIRO PROC & PERM - THRU 01/19/18 - CONSTRUCTION - RECEIPT133411 BY L PETERSEN PER E-MAIL
588785	07-Mar-2018	73.93	BOUND TREE MEDICAL LLC	ACCT 109894 - ORDER 99557641 - MEDICAL SUPPLIES - FIRE
588785	07-Mar-2018	605.45	BOUND TREE MEDICAL LLC	ACCT 109894 - ORDER 99560731 - MEDICAL SUPPLIES - FIRE
588786	07-Mar-2018	916.00	BRANDON ANDERSON	SETTLEMENT RE: BRANDON ANDERSON - DOL: 05/05/17 - RISK
588787	07-Mar-2018	968.00	BSK ASSOCIATES	CLIENT VANCO8428 - WO V8B0116 - SAMPLE TESTING SERVICES - PCE & TCE ONLY - 02/06/18 - OP CENTER - RECEIPT 132988 BY M CORRELL PER E-MAIL
588788	07-Mar-2018	52.86	BULSEYE ELECTRIC	PERMIT WITHDRAWN
588789	07-Mar-2018	686.00	CALE AMERICA INC	ACCT VANCO000001 - SRO X000010055 - CALE WEB OFFICE SUPPORT FOR PAY STATIONS - 14 EA - 18JAN - PARKING - RECEIPT 133345 BY T PICCHIONI PER E-MAIL
588790	07-Mar-2018	4,872.00	CASCADE CENTERS INC	PROJ EAP AB - MONTHLY EMPLOYEE ASSISTANCE PROGRAM - 18FEB - HR - RECEIPT 133309 BY A BAFUS PER E-MAIL
588790	07-Mar-2018	4,885.92	CASCADE CENTERS INC	PROJ EAP AB - MONTHLY EMPLOYEE ASSISTANCE PROGRAM - 18MAR - HR - RECEIPT 133427 BY A BAFUS PER E-MAIL
588791	07-Mar-2018	184.44	CASCADE RADON INC	INCORRECT PERMIT TYPE
588792	07-Mar-2018	61,006.36	CH2M HILL INC	ACCR17 - CUST 003143 - PROJ 694155 - DESIGN SCADA IMPROVEMENTS/DOH REPORTING - WATER STN 1 PH 2 - THRU 12/29/17 - MP ENG - RECEIPT 133409 BY MP ENG
588793	07-Mar-2018	6,127.78	CHRISTENSEN INC GENERAL CONTRACTOR	VPD WEST RECORDS PROJECT - RETAINAGE RELEASE
588794	07-Mar-2018	240.00	CHRISTOPHER KENDALL	2018 WATER AGREEMENT PER CONTRACT DATED 07/06/98 FOR STATION 810 - FIRE
588795	07-Mar-2018	939.18	CINTAS CORP NO 2	CUST 3570 - ACCT 03570 - LOC F80 - EXTINGUISHER INSPECTION/PURCHASE - EQUIP SERVICES - RECEIPT 133168 BY J CHICK
588796	07-Mar-2018	1,625.30	CITY OF BATTLE GROUND	ACCR17 - GRANT 6020095 - STATEWIDE DUI - 17OCT-17NOV - VPD - RECEIPT 133471 BY A CARMAN PER E-MAIL
588797	07-Mar-2018	201.00	CITY OF VANCOUVER	CUST 100119 - FIRE CODE INSPECTION/OPERATING PERMIT FEE - INSPECTION-18-0960 - LOC ID 2227-0032 - 213 NE 120TH AVE - FIRE STN 8 - 02/27/18 - OP CENTER
588797	07-Mar-2018	46.00	CITY OF VANCOUVER	CUST 100119 - FIRE SPRINKLER SYSTEM REPORT REVIEW - ITM INSPECTION-18-0882 - LOC ID 2136-0103 - 4500 SE COLUMBIA WAY - MARINE PARK ENGINEERING - 02/22/18 - OP CENTER

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INVOICE PAYMENTS REPORT

Check Number	Check Date	Amount	Vendor Name	Description
588797	07-Mar-2018	75.00	CITY OF VANCOUVER	CUST 100119 - ITM INSPECTION/HOURLY FEES - ITM INSPECTION-R17-5694-02 - LOC ID 2230-0002 - 5300 E 18TH ST - TENNIS CTR - 02/22/18 - OP CENTER
588797	07-Mar-2018	75.00	CITY OF VANCOUVER	CUST 275092 - SPECIAL FIRE INSPECTION - INSPECTION-18-0986 - LOC ID 2230-0126 - TOWER MALL - 5411 E MILL PLAIN BLVD - 02/28/18 - OP CENTER
588797	07-Mar-2018	46.00	CITY OF VANCOUVER	CUST 290321 - FIRE SPRINKLER SYSTEM REPORT REVIEW - ITM INSPECTION-18-0881 - LOC ID 2126-0407 - 1009 E MCLOUGHLIN BLVD - MARSHALL CTR BLDG A - 02/27/18 - OP CENTER
588797	07-Mar-2018	46.00	CITY OF VANCOUVER	CUST 290322 - FIRE SPRINKLER SYSTEM REPORT REVIEW - ITM INSPECTION-18-0879 - LOC ID 2126-0501 - 1009 E MCLOUGHLIN BLVD - LEUPKE CTR BLDG B - 02/27/18 - OP CENTER
588798	07-Mar-2018	5,740.86	CLARK COUNTY	CUST 1827 - BILLING FOR FIRSTPASS REPORTING - 07/01/17-06/30/18 - FIRE
588799	07-Mar-2018	294.00	CLARK COUNTY HEALTH DEPT	ACCT AR0013097 - 2018 FOOD PERMIT PUBLIC KITCHEN - FIRSTENBURG COMM CTR
588800	07-Mar-2018	214.50	CLARK COUNTY TITLE CO	ORDER CL9013 - LENDERS POLICY/RECORDING FEE - CDBG REHAB B
588801	07-Mar-2018	510.00	CLARK COUNTY TITLE CO	ANDERSON - 02/28/18 - CDBG FUNDING
588802	07-Mar-2018	129,168.07	CLARK PUBLIC UTILITIES	RECONVEYANCE FOR BROWN, SUSNSTONE PROPERTIES, VANKUREN SUMMARY: ELECTRICITY
588810				
588811	07-Mar-2018	1,855.05	CLARK REGIONAL EMERGENCY SERVICES AGENCY	SUMMARY: STATEWIDE DUI - VPD
588812	07-Mar-2018	7,051.42	CLOG PRO	SCIP CONTRACTOR PMT - FREDRICK (12811 NE 30TH ST)
588813	07-Mar-2018	53.75	COCHRAN INC	PERMIT WITHDRAWN
588814	07-Mar-2018	2,568.65	COLUMBIA CLAIMS SERVICE INC	FILE V118-987 - CLAIMS ADJUSTER SERVICES - THRU 02/15/18 - RISK
588815	07-Mar-2018	26,709.76	COLUMBIA FORD	2018 FORD TRANSIT VAN - VIN NM0LS6E7XJ1362541 - EQUIP SERVICES
588816	07-Mar-2018	2,560.03	COLUMBIA WEST ENGINEERING INC	WO 17159 - WATER STATION 1 - THRU 01/31/18 - CONSTRUCTION - RECEIPT 133390 BY L PETERSEN PER E-MAIL
588817	07-Mar-2018	554.93	COMCAST CABLE COMMUNICATIONS INC	SUMMARY: CABLE AND INTERNET SERVICES
588820				
588821	07-Mar-2018	320.86	COPIERS NORTHWEST	ACCT 343897 - REMOVE HARD DRIVE/LEAVE WITH CENTRAL RECORDS - PICK-UP GR339/IR4235 - SER RKJ03103 - 02/09/18 - INFO TECH - PO 89462/
588822	07-Mar-2018	4,325.16	CORE & MAIN LP	RECEIPT 133186 BY J SCHOESSLER PER E-MAIL
588823	07-Mar-2018	270.50	CORWIN BEVERAGE CO	ACCT 110866 - OPERATING SUPPLIES - OPS CENTER
588824	07-Mar-2018	19,343.06	COUNCIL FOR THE HOMELESS	ACCT 15624 - SOFT DRINK DELIVERY - THRU 2/15/18 - MARSHALL CTR
588825	07-Mar-2018	20.00	D'ARAY/KAREN MARTIN	PROJ 414732 - HOUSING SOLUTIONS CENTER - 18JAN - CDBG FUNDING
588826	07-Mar-2018	108.48	DANIEL LEE	REFUND FOR ALARMS OVRPMT - FMS
588827	07-Mar-2018	43.36	DATEC INC	REFUND FOR OS PRKG PERMIT COVD07002 - CED PARKING
588828	07-Mar-2018	84.75	Defebbo, Joshua Ray (Josh)	SO Z18B05916 - THERMAL PAPER FOR POCKETJET PRINTER - 1 EA - SHIPPED 02/06/18 - INFO TECH
588829	07-Mar-2018	214.80	DEX MEDIA WEST	BLEA ACADEMY
588830	07-Mar-2018	25.00	DIXIES A FULLER	ACCT #103505100 - ADVERTISING PARK HILL CEMETERY
588831	07-Mar-2018	286.35	Doria, Merce D	REFUND FOR OVRPMT PKG CIT 7200801910
588832	07-Mar-2018	13,550.00	EARTHWORKS EXCAVATING	INTERNATIONAL EROSION CONTROL ASSOCIATION ANNUAL CONFERENCE - POST TRAVEL
588833	07-Mar-2018	100.00	ECOATM LLC (WALMART 2947)	SUMMARY: SCIP CONTRACTOR PAYMENT
588834	07-Mar-2018	504.00	EMERGENCY ROOMS PS	REFUND FOR SPECIAL LIC FEE - FMS
				ACGR17 - 11/09/17-11/15/17 - MEDICAL TESTING SERVICES - RESPIRATOR
				QUESTIONNAIRES - 21 EA - OP CENTER

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INVOICE PAYMENTS REPORT

Check Number	Check Date	Amount	Vendor Name	Description
588835	07-Mar-2018	7,999.64	ENGINUTY SYSTEMS LLC	16001 MARSHALL POOL DESIGN - THRU 02/01/18 - FACILITIES - RECEIPT 133383 BY S TURK PER E-MAIL
588836	07-Mar-2018	215.00	EURO AUTO EXPRESS LLC	REFUND FOR BUSINESS LIC - FINANCE
588837	07-Mar-2018	850.00	EXAMWORKS INC	CUST 1-BMWHT - MANDATORY INSURER REPORTING - 18FEB - RISK
588838	07-Mar-2018	56.37	EXPERIAN MARKETING SOLUTIONS	ACCT TBD1-1957212 - 18FEB - UTILITY COLLECTIONS ASSIST - UTILITIES
588839	07-Mar-2018	44.36	Fields, James B	GAS REIMBURSEMENT
588840	07-Mar-2018	7,337.04	FIRE SYSTEMS WEST	SUMMARY: SPRINKLER AND FIRE SYSTEM REPAIRS FIRE/EMS LEVEL REVIEW/OPERATIONAL ASSESSMENT - THRU 02/07/18 -
588841	07-Mar-2018	16,498.50	FITCH & ASSOCIATES LLC	FIRE
588842	07-Mar-2018	13,476.22	FORTENBERRY & ASSOCIATES INC	RECORDS MANAGEMENT ASSESSMENT - CONSULTING - 01/01/18-02/02/18 - FINANCE
588843	07-Mar-2018	50.00	FREDERICO ESPINOSA	REFUND FOR OVRPMT PKG CIT 0090712 - PARKING SERVICES
588844	07-Mar-2018	40.69	FRONTIER COMMUNICATIONS	ACCT 253-014-5765-032404-5 - 02/25/18-03/24/18 - WESTRIDGE PUMP STATION OPS CENTER
588845	07-Mar-2018	761.94	GENUINE PARTS COMPANY	CUST 7970 - 18FEB - PARTS FOR VEHICLE AND EQUIPMENT REPAIRS - EQUIP SERVICES
588846	07-Mar-2018	3,101.49	GEO DESIGN INC	ACCR17 - PROJ VANCOUVER-28-04 - REPLACEMENT OF FIRE STATION 2 - THRU 10/20/17 - FACILITIES - RECEIPT 133371
588847	07-Mar-2018	1,709.05	GLOBAL TRANSPORTATION ENGINEERING CORP	P16-017 - FOURTH PLAIN/NORRIS SIGNAL - THRU 01/31/18 - MP ENG - RECEIPT 133144 BY N KERFOOT PER E-MAIL
588848	07-Mar-2018	77.94	GORDON TRUCK CENTERS	CUST 96056 - 18FEB - PARTS FOR VEHICLE AND EQUIPMENT REPAIR - EQUIP SERVICES
588849	07-Mar-2018	3,291.65	GRAY & OSBORNE INC	PROJ 17226:00 - WATER SYSTEM EMERGENCY PLAN WSVA & WSRP - THRU 02/03/18 - MP ENG - RECEIPT 133092 BY L JONES
588850	07-Mar-2018	4,583.33	GREATER VANCOUVER CHAMBER OF	PROJ 2017 CDBG 414743 - SMALL BUSINESS ASSISTANCE PROGRAM - 18JAN - CDBG FUNDING
588851	07-Mar-2018	8,736.14	HALBERT CONSTRUCTION LLC	GSL SIGN PANEL REPLACEMENT - EST 1 - THRU 02/05/18
588851	07-Mar-2018	14,921.02	HALBERT CONSTRUCTION LLC	PARK SHELTER - EST 2 - THRU 02/05/18
588852	07-Mar-2018	23,966.98	HALME EXCAVATING INC	BIDDLE WAY TRUNK E3A REALIGNMENT IMPROVEMENTS - EST 3 - THRU 02/05/18
588853	07-Mar-2018	5,872.95	HARPER HOUF PETERSON RIGHELLI INC	PROJ VAN-64-C - WATERFRONT INSPECTION - THRU 01/19/18 - CONSTRUCTION - RECEIPT 133047 BY L PETERSEN PER E-MAIL
588854	07-Mar-2018	4,654.91	HD FOWLER CO	ORDER 05780303 - OPERATING SUPPLIES - OPS CENTER
588855	07-Mar-2018	338.51	HDR ENGINEERING INC	ACCR17 - PROJ 10024848 - NE 18TH ST: FOUR SEASONS LN-136TH AVE TASK 1 - THRU 12/30/17 - CONSTRUCTION - RECEIPT 133414 BY L PETERSEN PER E-MAIL
588855	07-Mar-2018	14,668.81	HDR ENGINEERING INC	TRANSPORTATION SYSTEM SAFETY ANALYSIS - THRU 02/03/18 - CDD - RECEIPT 132989 BY B THOMAS PER E-MAIL
588856	07-Mar-2018	4,773.74	HERRERA ENVIRONMENTAL CONSULTANTS	PROJ 17-06550-000 - VANCOUVER WATERSHED HEALTH ASSESSMENT - THRU 01/26/18 - MP ENG - RECEIPT 133028 BY L JONES
588857	07-Mar-2018	16.35	Hoffman, Ronald Dale	CHECKING MCC AND FCC
588858	07-Mar-2018	26.43	Holmes, Casey Richard	TRAINING
588859	07-Mar-2018	1,303.23	Holmes, Monie	POST TRAVEL WORKDAY FINANCIAL FUNDAMENTALS TRAINING
588860	07-Mar-2018	205.00	HOUCK & ASSOCIATES PC	REFUND FOR BUSINESS LIC - FINANCE
588861	07-Mar-2018	2,411.00	HOUSING INITIATIVE LLC	PROJECT 2017-AHF-221101 - HOUSING INITIATIVE LLC - 18JAN - AFFORDABLE HOUSING FUND
588862	07-Mar-2018	12,778.00	INSTITUFORM TECHNOLOGIES INC	NW 20TH ST & SIMPSON SEWER REHAB - RETAINAGE RELEASE
588863	07-Mar-2018	2,280.00	INVINTUS MEDIA INC	SYSTEM MAINTENANCE AGREEMENT/ENCODER CONTROL APPLICATION/HOSTING OF CVTV WEBSITE - THRU 01/31/18 - MEDIA SERVICES

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INVOICE PAYMENTS REPORT

Check Number	Check Date	Amount	Vendor Name	Description
588864	07-Mar-2018	1,000.00	JACK LITMAN PH D	11/17/17-02/10/18 - PSYCHOLOGICAL SERVICES - D WALDON - CAUSE 21655V - PUBLIC DEFENDER
588865	07-Mar-2018	492.21	JAMES ELIOFF	IMPOUND HEARING JUDGEMENT FOR TOW AND IMPOUND FEES
588866	07-Mar-2018	937.90	JANUS YOUTH PROGRAMS	PROJ 601604 - THE NEST RENT ASSISTANCE - 18JAN - HOME FUNDING
588867	07-Mar-2018	1,250.00	JCI JONES CHEMICALS INC	ORDER 550535 - CHLORINE 150 LB CYLINDERS - 5 EA - OP CENTER
588868	07-Mar-2018	1,411.91	Jordan, Vanessa Christine	WORKDAY FINANCIAL FUNDAMENTALS
588869	07-Mar-2018	6,415.73	USE INC	W MCGOUGH LINCOLN TO KAUFFMAN WATER MAIN REPLACEMENT - RETAINAGE RELEASE
588870	07-Mar-2018	137.90	Kandoll, Wesley L	REIMBURSEMENT OF MASTER ELECTRICIAN CERTIFICATE FOR WESLEY KANDOLL
588871	07-Mar-2018	1,602.89	KELLY SERVICES INC	SCHMID, L - ORDER A2342 - W/E 02/18/17 - IT
588871	07-Mar-2018	635.20	KELLY SERVICES INC	SCHMID, L - ORDER A2342 - W/E 02/25/17 - IT
588872	07-Mar-2018	2,049.38	LAKE SIDE INDUSTRIES	JOB 1 - ASPHALT - ORCHARDS ASPHALT SALES - 37.07 TON - THRU 02/07/18 - OPS CENTER
588873	07-Mar-2018	1,196.90	LAKEYLAND DBA NORTHWEST SAFETYCLEAN	NFPA ADVANCED CLEANING/REPAIRS/GENERAL REPAIRS - FIRE
588873	07-Mar-2018	1,422.86	LAKEYLAND DBA NORTHWEST SAFETYCLEAN	TURNOUT CLEANER/LIQUID DISPENSER & INSTALLATION - FIRE
588874	07-Mar-2018	1,848.00	LAW OFFICES OF SUSAN DRUMMOND PLLC	FILE VANLU - LEGAL ASSISTANCE - LAND USE ISSUES - THRU 01/29/18 - LAW
588875	07-Mar-2018	151.75	Lester, Jerad K	BOOT REIMBURSEMENT
588876	07-Mar-2018	110.00	Leverich, James P (Jim)	EMPLOYEE REIMBURSEMENT - CDL PERMIT & FEES - OPS CENTER
588877	07-Mar-2018	215.00	LIFE EPIGENETICS LLC	REFUND FOR BUSINESS LIC - FINANCE
588878	07-Mar-2018	16,964.57	LIFE INSURANCE CO OF NORTH AMERICA	FEBRUARY LIFE INS PREMIUMS
588878	07-Mar-2018	13,349.87	LIFE INSURANCE CO OF NORTH AMERICA	FEBRUARY LTD PREMIUMS
588879	07-Mar-2018	53.75	LIN R ROGERS ELECTRICAL INC	DUPLICATE PERMIT
588880	07-Mar-2018	4,000.00	LOCUTION SYSTEMS INC	CUST VANCWMA - PROJECT COORDINATION/ENGINEERING SUPPORT - FIRE STATIONS 1 & 2 - THRU 01/26/18 - FACILITIES - RECEIPT 133381 BY S TURK PER E-MAIL
588881	07-Mar-2018	4.31	Mackman, Kacey C	EARLY MOVE 4 TO 1
588882	07-Mar-2018	2,306.95	MARLOW WHITE UNIFORM INC	18FEB POLICE UNIFORMS - VPD
588883	07-Mar-2018	696.00	MARQUAM GROUP LTD	VPD SHAREPOINT SUPPORT - THRU 02/09/18 - INFO TECH - RECEIPT 133081 BY J SCHOESSLER PER E-MAIL
588884	07-Mar-2018	7,556.05	MATHER & SONS PUMP SERVICE INC	2017 SPRING PUMP REBUILDS - RETAINAGE RELEASE
588885	07-Mar-2018	4,649.43	MISCELLANEOUS	SUMMARY: CITY UTILITIES REFUNDS, PARKS REFUNDS & OTHER MISC REFUNDS
588921				
588922	07-Mar-2018	70.56	MOTUS RECRUITING & STAFFING INTL	ALBORNOZ-GUTIERREZ SONIA - W/E 02/25/18 - PAYROLL WORKDAY PROJECT
588922	07-Mar-2018	546.84	MOTUS RECRUITING & STAFFING INTL	MUNSON EMILY - W/E 03/04/18 - PAYROLL WORKDAY PROJ
588923	07-Mar-2018	76.11	MUNNELL AND SHERRILL INC	CUST 3363 - DOC 994806 - SHOP SUPPLIES - EQUIP SERVICES
588924	07-Mar-2018	3,478.01	NEOPOST USA INC	ORDER 797953 - STANDARD MAINTENANCE ON MAILROOM EQUIPMENT - FMS MAILROOM
588925	07-Mar-2018	1,843.85	NET TRANSCRIPTS	CUST 20-VANCOUVERPD - TRANSCRIPTION SERVICES - 01/22/18-01/30/18 - VPD
588926	07-Mar-2018	10,131.46	NORTHWEST STAFFING RESOURCES	CITY WIDE TEMPORARY SERVICES - W/E 02/25/18
588926	07-Mar-2018	10,556.38	NORTHWEST STAFFING RESOURCES	CITY WIDE TEMPORARY SERVICES - W/E 03/04/18
588927	07-Mar-2018	9,909.39	NW NATURAL	SUMMARY: NATURAL GAS SERVICES
588928	07-Mar-2018	110.00	Olivas, Derek James	CDL FEE REIMBURSEMENTS

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INVOICE PAYMENTS REPORT

Check Number	Check Date	Amount	Vendor Name	Description
588929	07-Mar-2018	14,728.75	OTAK INC	PROJ 017867 A00 - VANCOUVER COUNTRY CLUB VILLAGE LID RETROFIT - THRU 01/26/18 - MP ENG - RECEIPT 133055 BY L JONES PER E-MAIL
588930	07-Mar-2018	130.00	PAUL LEWIS	MULTI-FAMILY PROPERTY TAX EXEMPTION PROGRAM SUPPORT - 07/16/18 - CED
588931	07-Mar-2018	92,461.71	PC SPECIALISTS INC	SUMMARY: MULTIPLE COMPUTER SOFTWARE AND SOFTWARE SERVICES - IT
588932	07-Mar-2018	493.87	PETTY CASH CUSTODIAN	SUMMARY: PETTY CASH REPLENISHMENTS
588937				
588938	07-Mar-2018	1,826.58	PITNEY BOWES INC	ACCT 0016498801 - SOFTWARE SERVICE AGREEMENT - ORDER 0075675188 - 2 EA - UTILITIES
588939	07-Mar-2018	5,045.00	PITNEY BOWES INC DBA PURCHASE POWER	ACCT 8000-9090-0448-3695 - POSTAGE REFILL - STATE CONTRACT #2713 - THRU 02/18/18 - UTILITIES
588940	07-Mar-2018	29.51	POTTER WEBSTER CO	CUST 8108500 - ORDER 246555 - PARTS FOR VEHICLE REPAIR AND EQUIPMENT - EQUIP SERVICES
588940	07-Mar-2018	84.77	POTTER WEBSTER CO	CUST 8108500 - ORDER 248603 - PARTS FOR VEHICLE REPAIR AND EQUIPMENT - EQUIP SERVICES
588941	07-Mar-2018	8,130.00	PROEXC LLC	SCP CONTRACTOR PMT - WINKLE (1110 SE 103RD AVE)
588942	07-Mar-2018	88.00	PROFESSIONAL CREDIT SERVICE	SUMMARY: REFUNDS
588943	07-Mar-2018	11,202.06	PROFORCE LAW EQUIPMENT	CUST 009378 - ORDER 391558 - TSR CART M26/X26 - 400 EA - VPD
588944	07-Mar-2018	20.00	ROGERCHARLENE WENZEL	REFUND FOR ALARMS OVRPMT - FINANCE
588945	07-Mar-2018	50.00	RON TONKIN TOYOTA	REFUND FOR OVRPMT PKG CIT 7200203155 - PARKING
588946	07-Mar-2018	120.00	ROSE VILLAGE NEIGHBORHOOD	ACCR17 - 2017 PARTICIPATION IN RECYCLING 101 PROGRAM - SOLID WASTE
588947	07-Mar-2018	486,339.27	ROTSCHY INC	WFP - GRANT ST PIER - EST 19 - THRU 02/10/18
588948	07-Mar-2018	28.00	ROY NELSON	50+ TRAVEL DRIVER/PLANNER REIMBURSEMENTS FOR MEALS/ PARKING/ ADMISSION
588949	07-Mar-2018	2,320.00	SAFE SOFTWARE INC	FME ESRI FLOATING/INCREMENTAL MAINTENANCE - 04/01/18-03/31/19 - INFO TECH - RECEIPT 133354 BY J SCHOESSLER PER E-MAIL
588950	07-Mar-2018	89.11	Schubert, Beverly J	50+ TRAVEL DRIVER/PLANNER REIMBURSEMENTS FOR MEALS/ PARKING/ ADMISSION
588951	07-Mar-2018	21,207.57	SECOND STEP HOUSING	SUMMARY: HOUSING SERVICES & RENT ASSISTANCE - HOME FUNDING
588952	07-Mar-2018	12,310.49	SHARE INC	PROJ 411004 - DAY CENTER STAFFING - 18JAN - CDBG FUNDING
588952	07-Mar-2018	4,327.67	SHARE INC	PROJ 414738 - ASPIRE HOUSING SERVICES - 18JAN - CDBG FUNDING
588952	07-Mar-2018	9,151.71	SHARE INC	PROJ 601705 - ASPIRE RENT ASSIST TBRA - 18JAN - HOME FUNDING
588953	07-Mar-2018	3,041.84	SHARON RICE	HEARINGS EXAMINER SERVICES - CEDARS AT FISHERS GRANGE SUBDIVISION (PRJ-156432/LUP-64874) - ADVANCED FILE REVIEW/PUBLIC HEARING - THRU 02/11/18 - DRS - RECEIPT 133059 BY B THOMAS
588954	07-Mar-2018	200.00	SHELDON WONG	02/11/18 - SUNDAY DANCE - MUSICAL ENTERTAINMENT - PARKS
588955	07-Mar-2018	120.00	SHUMWAY NEIGHBORHOOD ASSN	ACCR17 - 2017 PARTICIPATION IN RECYCLING 101 PROGRAM - SOLID WASTE
588956	07-Mar-2018	6,196.88	SKILLED STRATEGIES LLC	2018 CAPTAIN PROMOTIONAL TEST DEVELOPMENT/FACILITATION - THRU 02/07/18 - FIRE/HR
588957	07-Mar-2018	226.75	SOFTWARE HOUSE INTERNATIONAL SHI	CUST 1072078 - SO S47054606 - ACROBAT NEW LICENSE - 1 EA - AGREEMENT 4600014240 - INFO TECH
588958	07-Mar-2018	4,725.00	SONIA LOPEZ DBA ACTION ONSITE INC	18JAN - INJURY ASSESSMENT TRAINING - OP CENTER - RECEIPT 132880 BY P NEWTON PER E-MAIL
588959	07-Mar-2018	74,305.00	SOUTHWEST CLEAN AIR AGENCY	2018 BUDGET ASSESSMENT SHARE - FINANCE
588960	07-Mar-2018	260.70	STATE OF WASHINGTON	SUMMARY: 2018 MAINTENANCE/INFORMATION SYSTEMS SUPPORT & FILING FEES - PARKING

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INVOICE PAYMENTS REPORT

Check Number	Check Date	Amount	Vendor Name	Description
588961	07-Mar-2018	10,125.00	STATE OF WASHINGTON	PROJ LA07995R - NE 18TH ST FOUR SEASONS - 18JAN - TRANSPORTATION
588962	07-Mar-2018	304,341.48	STELLAR J CORP	WATER STATION 1 - PHASE 1 - EST 14 - THRU 01/25/18
588963	07-Mar-2018	53.43	STERICYCLE INC	CUST 6029888 - 18FEB - MEDICAL WASTE REMOVAL - VPD
588963	07-Mar-2018	10.36	STERICYCLE INC	CUST 6029950 - 18FEB - HAZARDOUS MATERIAL DISPOSAL - OP CENTER
588964	07-Mar-2018	29.50	SUZAN HEGLIN	50+ TRAVEL DRIVER/PLANNER REIMBURSEMENTS FOR MEALS/ PARKING/ ADMISSION
588965	07-Mar-2018	5,270.00	SYSTEM COMMISSIONING CONSULTANTS INC	PROJ: VANCOUVER FIRE STATIONS 1 & 2 - THRU 01/31/18 - FACILITIES - RECEIPT 133384 BY S TURK PER E-MAIL
588965	07-Mar-2018	4,400.00	SYSTEM COMMISSIONING CONSULTANTS INC	PROJ: VANCOUVER FIRE STATIONS 1 & 2 - THRU 12/31/17 - FACILITIES
588966	07-Mar-2018	3,082.96	T2 SYSTEMS INC	ACCR17 - CUST 1359 - DATAMAX-O'NEIL APEX 3I CASE IPS4 RATING/PRINTER- I/O/SHOULDER STRAP - 3 EA - 17JUL - PARKING - PO 89539/ RECEIPT 133334 BY T PICCHIONI PER E-MAIL
588966	07-Mar-2018	95.00	T2 SYSTEMS INC	CUST 1359 - ROVR SERVICE - 18JAN - MIN FEE - PARKING - PO 89540/ RECEIPT 133343 BY T PICCHIONI PER E-MAIL
588967	07-Mar-2018	1,000.00	TALX UCM SERVICES INC	CUST VG4900 - QUARTERLY UNEMPLOYMENT COMP SERVICES - 2018 QTR 1 - HR
588968	07-Mar-2018	557,029.41	TAPANI UNDERGROUND INC	WATERFRONT PARK TRAIL - EST 9 - THRU 01/31/18
588969	07-Mar-2018	11,792.00	TEKSYSTEMS	SUMMARY: TEMPORARY STAFFING SERVICES - INFO TECH
588970	07-Mar-2018	2,389.00	TERESA JOHNSON CPA, INC	18FEB - ACCOUNTING SERVICES - FINANCE
588971	07-Mar-2018	20.00	TERRI PATTON	REFUND FOR ALARMS OVRPMT - FINANCE
588972	07-Mar-2018	50.00	THAI TIME IMPORTS	REFUND FOR ALARMS OVRPMT - FINANCE
588973	07-Mar-2018	81.30	TLC TOWING	TOWING - '01 BMW 3 SERIES - LIC N/A - FROM 2500 4TH PLAIN BLVD TO VPD EVIDENCE - VPD
588973	07-Mar-2018	271.00	TLC TOWING	TOWING - '91 GEORGIE BOY 31' MOTORHOME - LIC AK45942 WA - FROM 13401 NE 59TH ST TO TLC YARD - VPD
588974	07-Mar-2018	8,827.00	TURNING POINT INITIATIVES LLC	PLANNING/ORIENTATION/INPUT SESSIONS - THRU 02/07/18 - CMO - RECEIPT 133020 BY K PECK PER E-MAIL
588975	07-Mar-2018	163.30	UNITED PARCEL SERVICE	SUMMARY: SHIPPING CHARGES - OPS CENTER & MAILROOM
588977				
588978	07-Mar-2018	225.00	UNITED STATES POSTAL SERVICE	USPS MARKET MAIL PERMIT
588979	07-Mar-2018	7,125.00	USI INSURANCE SERVICES	BUSINESS SERVICE FEE - 06/01/16-06/01/18 - INSTALLMENT 22 - HR
588980	07-Mar-2018	7,500.00	VANCOUVER PARK PLACE LLC	SETTLEMENT RE: MK PROPERTY - DOL. 07/13/17 - RISK
588981	07-Mar-2018	2,900.00	VANCOUVER SCHOOL DISTRICT #37	ACCR17 - 10/30/17 - SUBSTITUTE TEACHER COSTS - 20 EA - WATERSHED KICK-OFF - WREC
588982	07-Mar-2018	200.00	VAST DATA CONCEPTS LLC	18FEB - MONTHLY USER FEE - INFO TECH - RECEIPT 132912 BY J SCHOESLER PER E-MAIL
588983	07-Mar-2018	713.16	VERIZON WIRELESS	SUMMARY: WIRELESS SERVICES
588990				
588991	07-Mar-2018	1,503.14	VERIZON WIRELESS SERVICES LLC	SUMMARY: WIRELESS SERVICES
588992	07-Mar-2018	204.08	W TODD PASCOE PLLC	2018 CONTRACTURAL SERVICES - 02/07/18 - CIOX HEALTH MEDICAL RECORDS - CMO
588992	07-Mar-2018	300.00	W TODD PASCOE PLLC	2018 CONTRACTURAL SERVICES - 18FEB - CMO
588993	07-Mar-2018	400.00	WA STATE LEOFF EDUCATION ASSN	WSLEA 2018 CONFERENCE REGISTRATION - PATRICK KELLY - HR
588994	07-Mar-2018	11,208.71	WALTER E NELSON CO	SUMMARY: JANITORIAL SUPPLIES - FIRE & OP CENTER
588995	07-Mar-2018	2,121.69	WAPITI NW LLC	2018 ANNUAL SERVICE AND INSPECTION - 1980 OREGON FLATBED - LIC D20393 - UNIT 538 - EQUIP SERVICES
588996	07-Mar-2018	29,493.50	WASHINGTON STATE DEPT OF ECOLOGY	PERMIT 2018-WAR045022 - 07/01/17-06/30/18 (2ND HALF) - PERMIT FEE CODING 176-WWD-02-86-00-190 - SOLID WASTE

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INVOICE PAYMENTS REPORT

<u>Check Number</u>	<u>Check Date</u>	<u>Amount</u>	<u>Vendor Name</u>	<u>Description</u>
588997	07-Mar-2018	19,500.00	WEBQA, INC	GOVQA FOIA SERVICES - 12/8/17-1/30/18 - FMS & VPD
588998	07-Mar-2018	2,721.60	WETHERHOLT & ASSOCIATES INC	PROJ 20-160303A1 - FIRE STATIONS 1 & 2 - THRU 01/20/18 - FACILITIES - RECEIPT 133382 BY S TURK PER E-MAIL
588999	07-Mar-2018	42,896.33	WILCOX & FLEGEL	SUMMARY: FUEL - EQUIP SERVICES
589000	07-Mar-2018	35.48	WILLIAM MAIDEN	50+ TRAVEL DRIVER/PLANNER REIMBURSEMENTS FOR MEALS/ PARKING/ ADMISSION
589001	07-Mar-2018	55.10	WIRE NUTZ ELECTRICAL SERVICE	PERMIT WITHDRAWN
589002	07-Mar-2018	689.73	WW GRAINGER INC	ACCT 808802698 - PARTS FOR VEHICLE AND EQUIPMENT REPAIR - EQUIP SERVICES
589002	07-Mar-2018	513.34	WW GRAINGER INC	ACCT 808802698 - SHOP SUPPLIES - EQUIP SERVICES
589003	07-Mar-2018	179.13	XPO ENTERPRISE SERVICES INC	WEEKLY POSTAGE SERVICES - THRU 02/03/18 - FINANCE/MAILROOM
589004	07-Mar-2018	1,574.90	Yin, Kevin Chhay	POST TRAVEL_ATTEND WORKDAY FINANCIALS FUNDAMENTALS CLASS IN PLEASANTON, CA (FEB 27 TO MAR 2)
589005	07-Mar-2018	21,189.50	ZUMAR INDUSTRIES INC	CUST 000721 - JOB 201257 - OPERATING SUPPLIES - OPS CENTER
589006	07-Mar-2018	754.72	WESTERN METAL IND PENSION FUND	PAYROLL
589007	07-Mar-2018	1,122.01	UNITED WAY OF THE COLUMBIA WILLAMETTE	PAYROLL
589008	07-Mar-2018	2,762.00	CHAPTER 13 - TRUSTEE	PAYROLL
589009	07-Mar-2018	7,598.02	LIFE INSURANCE CO OF NORTH AMERICA	PAYROLL
589010	07-Mar-2018	9,451.32	AMERICAN FAMILY LIFE ASSURANCE	PAYROLL
589011	07-Mar-2018	722.50	IAM LOCAL #1374	PAYROLL
589012	07-Mar-2018	19,059.09	IAFF LOCAL #452	PAYROLL
589013	07-Mar-2018	14,577.72	VANCOUVER POLICE OFFICER GUILD	PAYROLL
589014	07-Mar-2018	5,320.10	AFSCME LOCAL #307	PAYROLL
589015	07-Mar-2018	5,174.79	OPEIU LOCAL #11	PAYROLL
589016	07-Mar-2018	1,831.90	WESTERN CONFERENCE OF TEAMSTERS	PAYROLL
589017	07-Mar-2018	600.00	MFS SERVICE CENTER INC	PAYROLL
589018	07-Mar-2018	672.00	TEAMSTERS LOCAL #58	PAYROLL
589019	07-Mar-2018	280.00	UA LOCAL #290	PAYROLL
589020	07-Mar-2018	81.84	LEGAL SHIELD	PAYROLL
20001418	06-Mar-2018	1,760.06	CITY OF VANCOUVER	SUMMARY: INFOR CITY PAYMENTS
20001419	12-Mar-2018	7,072.90	CITY OF VANCOUVER	SUMMARY: INFOR CITY PAYMENTS
SUBTOTAL		5,668,898.99		
VISA	13-Mar-2018	1,230.00	MISCELLANEOUS	PARKS CLASS REFUNDS - FCC 03/06/18 - 03/12/18
VISA	13-Mar-2018	910.00	MISCELLANEOUS	PARKS CLASS REFUNDS - MCC 03/06/18 - 03/12/18
SUBTOTAL		2,140.00		
TOTAL		5,671,038.99		

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City of Vancouver
Payroll Council Report
March 6, 2018 - March 12, 2018

Check No.	Date	Explanation	Amount
90518-90601	03/09/18	5 2018 Payroll	\$ 25,985.13
N/A	03/09/18	5 2018 Direct Deposits	\$ 2,666,833.98

\$ 2,692,819.11

