



CITY COUNCIL MEETING MINUTES

Vancouver City Hall | Council Chambers | 415 W. 6th St.
PO Box 1995 | Vancouver, WA 98668-1995
www.cityofvancouver.us

Anne McEnerly-Ogle, Mayor

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

February 7, 2022

WORKSHOPS

Workshops were conducted remotely over video conference utilizing a GoToMeeting platform. Members of the public were invited to view the meeting via the live broadcast on www.cvtv.org and CVTV cable channels 23 or HD 323, or on the City's Facebook page, www.facebook.com/VancouverUS, or listen via the GoToMeeting conference call.

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

<https://www.cvtv.org/vid/link/34279?startStreamAt=0&stopStreamAt=2754>.

5:00-6:00 p.m. Strategic Plan Update

Aaron Lande, Program and Policy Manager, 360-487-8612

Summary

Staff provided Council with an update on the Strategic Planning process.

REGULAR COUNCIL MEETING

This meeting was conducted remotely over video conference utilizing a

GoToMeeting platform. Members of the public were invited to view the meeting via the live broadcast on www.cvtv.org and CVTV cable channels 23 or HD 323, or on the City's Facebook page, www.facebook.com/VancouverUS. Public access and testimony on Consent Agenda items were also facilitated via the GoToMeeting conference call.

*View the CVTV video recording, including presentations and discussion, for this meeting at:
<https://www.cvtv.org/vid/link/34281?startStreamAt=0&stopStreamAt=6351>.*

Call to Order and Roll Call

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

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

Absent: None

Approval of Minutes

Minutes - January 24, 2022

Motion by Councilmember Hansen, seconded by Councilmember Stober, and carried unanimously to approve the meeting minutes of January 24, 2022.

Proclamation: Black History Month

Mayor McEnery-Ogle read and presented a proclamation to Jasmine Tolbert, President of the NAACP Vancouver Chapter, proclaiming February 2022 as Black History Month.

Community Communication (Items 1-8)

Mayor McEnery-Ogle opened Community Communication and receive the following testimony:

- Glen Yung, Vancouver, spoke in support of Item 3 and Item 6.
- Peter Bracchi, Vancouver, spoke regarding Item 6, stating he was generally

supportive of progressing towards supervised pallet homes but requested more information on the funding of the City's homelessness services.

- Kimberlee Elbon, La Center, Washington, spoke in opposition to any City actions if the City is a member of the ICLEI.

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

Consent Agenda (Items 1-8)

Council requested Items 2, 3, 6 and 7 be pulled for discussion.

Regarding Item 2, Councilmember Harless asked for clarification as to why the HVAC work was not done internally by City staff, and why it was necessary to have HVAC work done in City facilities if many City staff are still working remotely.

City Manager Eric Holmes explained the City generally uses on-call contracts for work that is specialty or episodic in nature, as it is more efficient and economical. He explained that no City facilities are currently unoccupied, and maintaining the HVAC systems at a consistent operating level is more efficient than turning them off and on as staff come into the buildings. He noted City Hall is under-occupied by City staff, but there are private tenants in the building.

Regarding Item 3, Councilmember Stober asked what the big picture is for this project and whether completion of sidewalks along Lincoln may be included. Ryan Lopossa, Streets and Transportation Manager, stated he could not provide an exact timeline as to when sidewalks would be completed in that area, but the City is working to develop a new sidewalk infill program with a prioritized approach. This current project utilizes grant funding, which narrowed the scope of how much could be included with this bid award.

Councilmember Hansen echoed Councilmember Stober's concerns, and noted Rose Village neighborhood at P Street off of 33rd should be a high priority area for sidewalk infill, as it is very dangerous for cyclists and pedestrians.

Councilmember Harless noted this contract is being proposed to go to the lowest bidder and asked if the City is limited in always awarding a contract to the lowest bidder of a project. Mr. Lopossa stated that is usually the case because the City typically uses WSDOT specifications for transportation construction projects, but he stated some elements can be introduced into a project that would allow for deviation from the lowest bidder. He stated the City has traditionally had good results in awarding contracts to the lowest bidder.

Councilmember Perez asked how many minority-owned contractors are invited to bid. Mr. Lopossa stated he is not familiar with how many were solicited. He noted projects with federal funding utilize that metric. The City's procurement policies rather have included an apprenticeship goal.

Regarding Item 6, Councilmember Fox stated she appreciated the details in the staff report of this item outlining the reasons behind the contract, and noted the contracted amount is detailed in the report. She asked staff to give a high level overview for members of the public listening.

Jamie Spinelli, Homeless Response Coordinator, stated she anticipates this Safe Stay Community operating largely like the City's first one. She stated Living Hope is very experienced in providing these services.

Councilmember Stober stated there may be questions from the community regarding why a religious organization is running a City program. He noted there is an Equal Employment Opportunity and non-discrimination provision in the contract. Councilmember Stober asked Ms. Spinelli to provide highlights of the work that has already been accomplished with the first Safe Stay Community.

Ms. Spinelli stated the community has done better than she anticipated, with three to four people obtaining employment, one resident completing inpatient treatment, others making connections to mental health treatment and consistent access to needed medication. She stated residents have been able to set up child visitation, and she noted that everyone at the community is connected to case management.

Councilmember Hansen complimented Ms. Spinelli on her work. He stated he likes the connection of the second Safe Stay Community to Living Hope, as the organization has been doing this type of work for a long time.

Regarding Item 7, Councilmember Stober noted the City had just released its first Affordable Housing Fund report. He stated he was glad to see staff bringing forward changes to the plan and asked staff to emphasize what is being proposed.

Councilmember Hansen stated he agreed and sees the proposal as the City being nimble in addressing the current needs of the community.

Samantha Whitley, Housing Programs Manager, explained the City had exceeded its goal in funding housing production and rehabilitation projects through the Affordable Housing Fund, and so the proposed changes would shift \$1 million of the fund to homelessness and temporary housing services.

Patrick Quinton, Economic Development Director, provided highlights of the Affordable Housing Fund report that had been released earlier that day.

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

1. **City Hall Generator Project, construction acceptance and release of retainage**

Staff Report 010-22

Summary

The City Hall generator project was completed and powers the entire building during a power outage.

The original construction bid ITB 20-32 was for \$296,474.00. Added electrical equipment and connecting into existing building components and programming caused additive change orders. The total project cost was \$344,427.22.

Northeast Electric, LLC has satisfactorily completed the subject improvements in accordance with the plans and specification. No apprenticeship hours were required as the project fell below the \$500,000 minimum threshold.

Total Contract Cost

Labor, Equipment and Materials	\$317,678.10
Sales Tax	\$26,749.12
Total	\$344,427.22
Retainage	\$15,309.93

Request: Accept the City Hall Generator Project as constructed by Northeast Electric, LLC and authorize the release of retainage of \$15,309.93, subject to all documentation required by law.

*Michael Shrum, Facilities Contract Services Supervisor,
360-487-8260*

Motion approved the request.

2. **Approval of Contract Amendment for the Cost Increase to Contract No. C-100137 HVAC On-call Maintenance and Services**

Staff Report 011-22

Summary

On September 28, 2019, a four (4) year Contract C-100137 was awarded to Portland Mechanical Contractors, LLC for HVAC On-Call services with a "not to exceed" cost of \$300,000.00 without Council approval.

Currently Facilities has performed \$273,895.02 in repairs on the City HVAC systems out of the \$300,000 approved for the contract and the contract amount is expected to be exceeded by the end of the contract on

September 27, 2023.

Request: Approve a Contract Amendment for an increase of \$300,000.00 for Contract No. C-100137 HVAC On-call Maintenance and Services and authorize the City Manager, or his designee, to increase the total Contract Amount to \$600,000 for the balance of the term of the contract.

*Michael Shrum, Facilities Contract Services Supervisor,
360-487-8260*

Motion approve the request.

3. **Bid Award for the NW Neighborhood Connectivity Improvements transportation improvement project, per Bid #22-01(Project #PRJ072461)**

Staff Report 012-22

Summary

The existing streets to be improved are two-lane streets without sidewalks. NW Lincoln Avenue is a collector arterial that bisects the Northwest Neighborhood. NW Lincoln Avenue is served by C-Tran route 2 and it carries traffic volumes of 2,500 vehicles per day, with traffic peaking during the morning drop-off and afternoon pick up hours of Benjamin Franklin Elementary School.

On January 11, 2022, the City received four bids for the project. The bids ranged from \$1.7 to \$2.92 million. The low bidder was responsive. The bids are as follows:

SUMMARY OF BIDS	
BIDDER	AMOUNT
<i>Halme Excavating, Inc., Battle Ground, WA</i>	<i>\$1,708,761.60</i>
<i>Western United Civil Group, Yacolt, WA</i>	<i>\$1,851,976.45</i>
<i>Advanced Excavating Specialist, LLC, Kelso, WA</i>	<i>\$1,852,903.70</i>
<i>Granite Construction Company, Vancouver, WA</i>	<i>\$2,195,195.00</i>
<i>Engineer's Estimate</i>	<i>\$1.1 - \$1.3 million</i>

There is a minimum apprenticeship goal of 3% of the utilized labor hours for this project. Halme Excavating, Inc., of Battle Ground, Washington, has submitted an Apprenticeship Utilization Plan to meet or exceed this goal by using approximately 670 hours of apprentice time of the estimated total of 6,080 applicable labor hours for the project.

Request: Award a construction contract for the NW Neighborhood Connectivity Improvements Project to the lowest responsive and responsible bidder, Halme Excavating, Inc., Battle Ground, Washington, at their bid price of \$1,708,761.60, which includes Washington State sales tax and authorize the City Manager or designee to execute a contract for the same.

Ivar Christensen, Senior Civil Engineer, 360-487-7765

Motion approved the request.

4. Continued use of NPP.Gov contract #PS20015 for firefighting equipment from L.N. Curtis & Sons

Staff Report 013-22

Summary

The City of Vancouver Fire Department uses the NPP.Gov Contract # PS20015 for the purchase of firefighting equipment. The equipment needs of the fire department can vary dramatically from year to year due to market forces beyond the City's control. The equipment offerings from each contracted company can shift often as well. As a result, the current contract limit amount with L.N. Curtis and Sons will be reached in the next 4-8 weeks.

Staff is requesting authorization to continue to use this contract to purchase up to the Council-approved annual budgeted amount for equipment through the end of the contract, which is in 2023 with three 1-year extension options up to an expiration of 3/18/2026, and into any extended period offered by NPP.Gov.

Request: Authorize the City Manager, or his designee, to approve purchases under the NPPGov Contract #PS20015 for the life of the contract with L.N. Curtis & Sons.

Nathan Leek, Deputy Fire Chief, 360-487-7204

Motion approved the request.

5. Hearing Examiner reappointments

Staff Report 014-22

Summary

The City of Vancouver currently has contracts with Sharon Rice as Hearing

Examiner and Joe Turner as Hearing Examiner Pro Tem to conduct land use hearings as well as code compliance appeals. Both were appointed to one-year terms in February 2021. VMC 2.51 authorizes City Council to appoint hearing examiners to one-year terms. The term for Sharon Rice, Hearing Examiner, and Joe Turner, Hearing Examiner Pro Tem, are about to expire.

Planning and Code Compliance staff have been satisfied with the performance of Ms. Rice over the last year. Ms. Rice conducted four hearings in 2021 consisting of six land use cases. Additionally, Ms. Rice had three land use projects and one public works project which were appealed and then settled without a hearing. With each appeal/settlement, a pre-hearing conference took place. All final orders were received within the 14-day timeframe and no land use projects that went to a hearing were appealed. Mr. Turner conducted no hearings in 2021.

Ms. Rice is currently compensated at the rate of \$175.00 per hour and utilizes subcontractors to provide some document preparation and drafting of findings and conclusions. Ms. Rice is requesting an increase in the hourly rate of one of the subcontractors (Darcie Durr) from \$75/hour to \$80/hour. Based upon the performance of Ms. Rice as hearing examiner over the past year, staff recommends approval of the requested changes to this year's professional services agreement. Mr. Turner is compensated at a rate of \$160.00 per hour and is not requesting any changes to the agreement. Mr. Turner does not have a signed document because the value of the contract does not warrant a signed document.

Request: Approve the reappointment of Sharon Rice as Hearing Examiner and Joe Turner as Hearing Examiner Pro Tem. Authorize the City Manager or his designee to sign the attached amendments to the City's agreements with Hearing Examiner Sharon Rice.

Greg Turner, Land Use Manager, 360-487-7883; Jason Nortz, Development Review Manager, 360-487-7844

Motion approved the request.

6. Contract with Living Hope Church for Management of Safe Stay Community

Staff Report 015-22

Summary

Unsheltered homelessness continues to increase in our community. An estimated 500-600 individuals reside in tents or vehicles within the City of

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

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

There are also Constitutional constraints on cities' authority to regulate camping. The Ninth Circuit Court of Appeals has held that cities cannot criminalize camping in all places, at all times, unless there is adequate access to temporary shelter. (Martin v. Boise) As a corollary to this holding, cities may impose 24-hour daily prohibitions against unlawful camping "in particular locations." However, the City Attorney's Office has advised that these locations should be no broader than necessary and Council should ensure that adequate public space remains for nighttime camping throughout the rest of the City.

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

- assist camp residents with obtaining stability, accessing needed resources, and transitioning into a more permanent housing situation*
- ensure safety and sanitation within and immediately surrounding the designated site, and*
- proactively engage with the surrounding neighborhood(s) to mitigate potential negative impacts to the neighborhood, facilitate neighborhood participation and volunteer opportunities within the campsite, and encourage participation in neighborhood/community*

events, neighborhood association meetings, etc. amongst camp residents.

The first City-sponsored Safe Stay Community at 11400 NE 51st Circle has been established, and opened on December 23, 2021. The establishment of that site, and the opening of an additional community shelter, effectively cleaned and cleared two large encampments previously located in that area.

If passed, this agenda item would authorize the City Manager or designee to execute a contract with Living Hope Church for the operation of a second Safe Stay Community within the City of Vancouver. Living Hope Church was selected as a Safe Stay Community Operator by way of a Request for Proposals (RFP 44-21).

Outreach is currently underway to evaluate potential locations for the City's second Safe Stay Community. Once a location has been selected, the Safe Stay Operator will be responsible for applying for a Supportive Campsite Operators Permit. Pursuant to VMC 8.22.070, applications for Operators Permits are evaluated by the City Manager and approval is based on the suitability of the proposed site. By City Code, a particular site is evaluated based upon whether the resulting Safe Stay Community will be (i) equitably dispersed throughout the city in relation to other existing communities, (ii) located where the Safe Stay Community will avoid areas of highest economic vulnerability within surrounding residential areas in the city, (iii) afford accessibility in compliance with the Americans with Disabilities Act, (iv) be located within one-half mile of public transit, and (v) comply with all requirements of the State Environmental Policy Act.

A no-camping buffer zone or "Camping Impact Area" for all areas within 1000 feet of Safe Stay Communities has also been established in the amended Unlawful Camping Ordinance (VMC.8.22.040) to ensure no single area/neighborhood is disproportionately impacted by unlawful camping.

Request: Award a professional services contract to Living Hope Church of Vancouver, WA, and authorize the City Manager or designee to execute a contract for delivery of supportive services and site management at a City-sanctioned Safe Stay Community.

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

Motion approved the request.

7. **Affordable Housing Fund Administrative Plan Update**

Staff Report 016-22

A RESOLUTION relating to low-income housing; providing amendments to the Affordable Housing Financing Plan adopted in 2016 and amended in 2017 and 2020 for the collection and use of monies authorized by RCW 84.52.105 to fund very low-income housing; providing for Severability; and an Effective Date.

Summary

Vancouver's Affordable Housing Fund is guided by an Administrative and Financial Plan (A & F Plan) adopted by Council in 2016 and amended in 2017 and 2020. The A & F Plan describes eligible uses of funds and provides goals for funding allocations and units or households assisted. Staff is proposing to combine the Housing Production unit goals with Housing Preservation unit goals as well as combine the funding available in these categories to respond to community need and be able to provide additional funding to assist Temporary Shelter. In addition, staff is proposing some additional flexibility to rental assistance eligible costs.

Proposed changes are outlined below. City Council approval will still be required for all awards made through the fund.

Combine Housing Production and Preservation Goals and Funding.

The original plan specified a 7-year goal of 336 new units produced and 454 existing units preserved, a total of 790 affordable units. The current 5-year outcomes include 501 new units produced and 321 existing units preserved, or 822 affordable units. The City released a Notice of Funding Available (NOFA) for AHF funding in 2021 and found diminishing demand for housing preservation. Due to the current outcomes achieved and lower demand for preservation funding, removing preservation as a separate goal and allocation is recommended. The current annual allocation provides \$2.4 million for Production and \$1.56 million for Preservation, or a total of \$3.96 million. After combining Production and Preservation, the combined allocation will be \$2.6 million per year.

Increase Annual Temporary Shelter Allocation. *The need for temporary shelter is longstanding, but the COVID-19 pandemic reduced shelter capacity because of social distancing and created a stronger demand for non-congregate shelter. The number of people who are unsheltered has roughly doubled in the past five years. In response, shelter providers need additional funding to increase shelter capacity and staffing. The City's first Safe Stay Communities opened in late December 2021 and more communities are planned in 2022 to move people off the street and into secure, warm and dry pallet homes. Stay Safe communities are staffed 24 hours a day, 7 days a week, and require operational and staffing support to be successful. Currently, the Temporary Shelter AHF allocation is \$300,000 per year. The proposed AHF funding shift would result in an allocation for*

Temporary Shelter of \$1.66 million annually.

Rental Assistance Adjustments. *Staff recommends allowing households to receive rental assistance above the Fair Market Rent (FMR) limit on a case-by-case basis. The U.S. Department of Housing and Urban Development develops FMRs regionally and projects the limits for the following year. This results in a lag in data and HUD-provided Fair Market Rent limits for Vancouver went down in 2021 despite local data showing that rents continue to rise. Allowing assistance to households in units up to 120% FMR will allow households some flexibility to access units that meet their needs. Under Housing assistance eligible costs, staff recommends removing the word “application” so that other types of fees needed to access housing can be paid when necessary.*

Request: Adopt a resolution adopting the amended Affordable Housing Fund Administrative and Financial Plan.

Samantha Whitley, Housing Programs Manager, 360-487-7952

Motion adopted Resolution M-4164 to approve the request.

8. Approval of Claim Vouchers

Request: Approve claim vouchers for February 7, 2022.

Motion approved claim vouchers for February 7, 2022, in the amount of \$16,728,627.10.

Communications

A. From the Council

B. From the Mayor

a. Interstate Bridge Replacement Program - Executive Steering Group Update

Katherine Kelly, Senior Transportation Policy Advisor, provided an update on the Interstate Bridge Replacement Program Executive Steering Group.

C. From the City Manager

a. ODOT Congestion Pricing Update

Ms. Kelly provided Council with an update on the Oregon Toll Program.

Adjournment

8:14 p.m.

Anne McEnery-Ogle, Mayor

Attest:

Natasha Ramras, City Clerk

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

Proposition No. 2: Fire and Emergency Services Implementation Plan



Eric Holmes, City Manager
Chief Blue, Vancouver Fire Department

Proposition No. 2 THANK YOU VANCOUVER VOTERS!!!

PROPOSITION NO. 2

Feb. 8, 2022
Special Election

Fire and Emergency Services and Facilities Levy Lid Lift

The City of Vancouver has proposed a ballot measure requesting voter approval of an increase in its regular property tax levy to fund improvements to fire and emergency services, equipment and facilities. Registered voters who reside within the City of Vancouver will vote on this proposition in the **Feb. 8, 2022** special election.

Proposition No. 2 Why It Is Needed

Service Level Vulnerabilities:

- VFD is not meeting council adopted service level standards in two key areas:
 - Response times to Priority 1 and 2 EMS
 - Response times to full alarm structure fires
- Surge capacity and system resiliency
- Firefighting effective force
- Truck apparatus coverage

VFD Response Time Performance

Alarm Type	Standard	2020	2020 % met Standard	Number of Calls Received in 2020	% Change over 2019
Priority 1 and 2 Except Marine	7:59	8:23	87.22%	12,160	0.0%
Priority 3 and 4 Except Marine	10:59	8:31	94.91%	8,307	-1.1%
Priority 5 Non-Medical	15:59	10:54	97.91%	3,974	-11.6%
Priority 5 Emergency Medical - Ambulance Only	17:59	16:15	94.22%	8,444	-6.5%
Fire Suppression Full Alarm	15:59	18:45	85.39%	89	45.9%
Aircraft Rescue and Firefighting	15:59	N/A	N/A	0	0
Technical Rescue	60:00	N/A	N/A	0	0
Hazardous Materials	60:00	N/A	N/A	0	0

Proposition No. 2 Will Improve System Response

Adding response units will:

Help with call concurrency and result in improved overall response times to Priority 1 and 2 calls.

Expand coverage with addition of three paramedic squads and one ladder truck strategically located into existing fire stations.

Allow for a more flexible fire call response, resulting in decreased overall response times to Fire Suppression Full Alarm calls.

Proposition No. 2 Will Improve System Resilience

- Planned improvements to fire stations:

Replace and relocate
two aged fire stations
to better serve the
community

Retrofit and upgrade
three additional fire
stations to meet
seismic resilience
standard for essential
facilities

Improve overall
seismic resilience for
fire stations and
facilities

Proposition No. 2: What this will fund

- Will generate approximately **\$15 million** per year
- Will be utilized to fund only fire and emergency services:
 - Additional firefighters
 - Fire apparatus and equipment
 - Construction and seismic retrofitting of facilities to improve response times.



Proposition No. 2: What this will fund



5 additional Full Time Equivalent (FTE) fire captains, **11** fire medics, **24** firefighters and support staff, who will staff one new and **two** existing paramedic squad apparatus and **one** new ladder truck on a 24/7 shift schedule

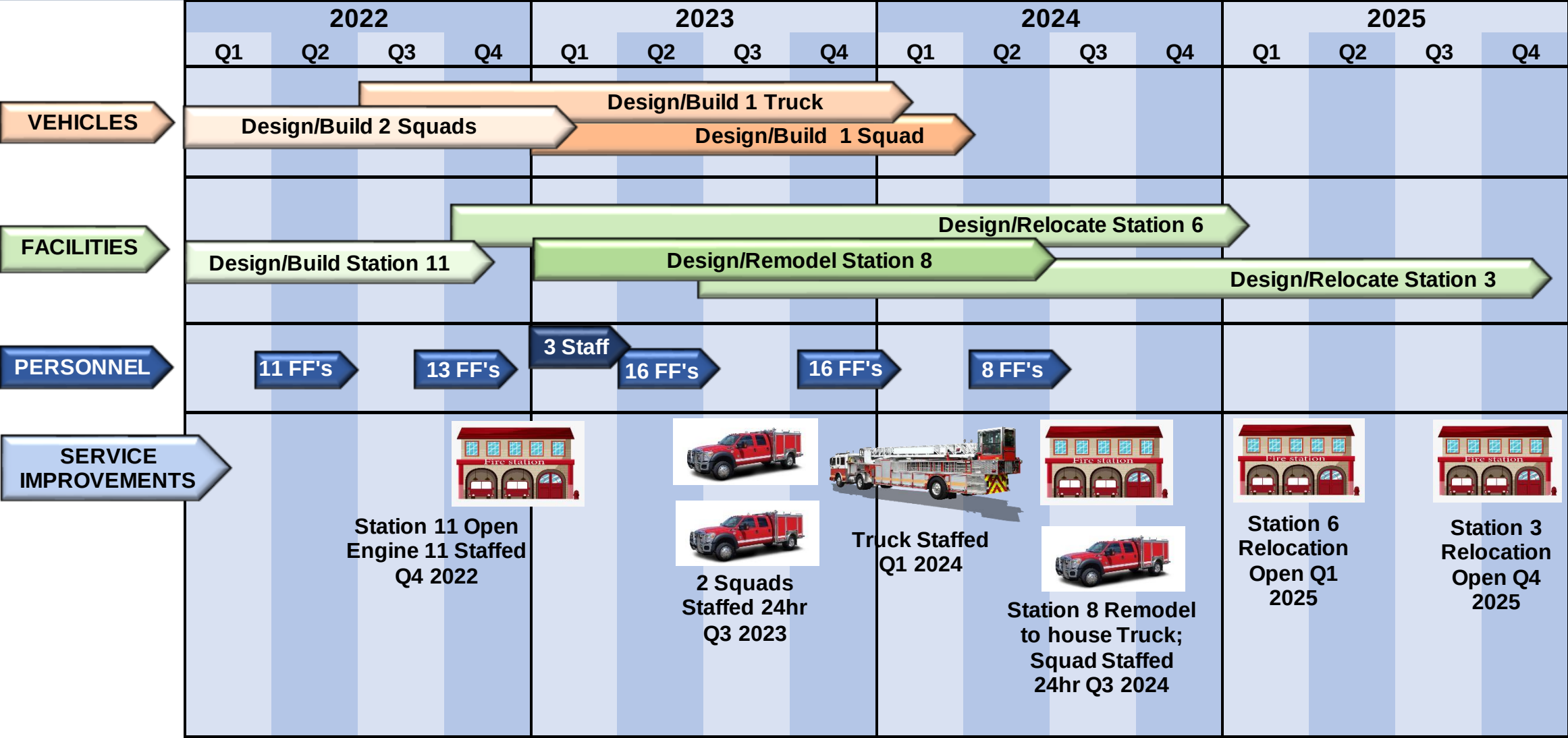
One new squad apparatus and **one** ladder truck



4 captains and **9** firefighters at **Fire Station 11** (9606 NE 130th Ave. - now under construction) on a permanent basis beginning in 2025, consistent with the interlocal agreement with Fire District 5

Replacement of **Fire Station 3** (1110 N. Devine Rd.) and **Fire Station 6** (3216 NE 112th Ave.)

Proposition 2: Preliminary Initial Implementation Plan



Note: Station occupancy occurs at the end of the Design/Build/Relocate time line for each Station.
Units are placed in service when the new vehicle build completion aligns with increased staffing of Firefighters.

Proposition No. 2: Additional Program Elements



Seismic improvements to, expansion and/or renovation of **Fire Station 4** (6701 NE 147th Ave.), **Fire Station 5** (7110 NE 63rd St.) and **Fire Station 8** (213 NE 120th Ave.)

Necessary **administrative costs** in other departments to support investments outlined above



Additional **operating, maintenance, vehicle and capital expenses** to provide enhanced fire and emergency services as determined by Vancouver City Council

Other Policy Objectives

- Diversity, Equity and Inclusion
 - Recruitment targeting opportunity more diversified workforce
 - Station investments to provide opportunity for community benefits
 - Disadvantaged business enterprises, workforce development, locally competitive firms
- Climate action
 - Station investments to reflect leadership investment in carbon reduction

Next Steps

- 2022 spring supplemental budget
 - Capacity to begin implementation
- Recruitment & procurement
- Reconciliation with 2023-2024 biennium
- Annual reporting with standard of cover

Questions & Discussion

Patient Care Equity Report Update

VANCOUVER
CITY HALL

CITY OF
Vancouver
WASHINGTON

2/23/2022 7:53 AM

History

City of Vancouver commissioned a Healthcare Equity Analysis Report in June 2020.

This report provided:

1. Organizational Review

- i. An assessment of internal systems, policies, and organizational practices to identify gaps and opportunities to provide an environment where equity in performance can be better understood and modified.

2. Equity Benchmarking

- i. A series of benchmark analyses at VFD and AMR to evaluate equity in EMS treatments. The two EMS treatments selected for analysis were:
 - i. Chest Pain
 - ii. Pain Management

Improvement Goals

Recommendations resulting from this review include:

- Quality Reporting
- Training
- Community Education and Outreach
- Language and Interpretation Management
- Data Collection and Management

Recommendations: Quality Reporting

- Expand the list of variables evaluated to include data on social categories such as race, insurance status, and weight in addition to the data elements needed to report on treatment performance.
- Include equity performance reporting within each agency.

Action Items:

- Update quality improvement reporting within the County
- Single, county wide EMS Electronic Patient Care Reporting(ePCR) platform
- Shared patient care reporting to include data from hospital systems
- Introduction of Diversity, Equity and Inclusion to field providers

Recommendations: Training

- Choose training topics focused more on system performance deficits than continuing education needs.
- Increase the reporting detail to provide employee level (or team, or station) reporting to support training to EMS providers.

Action Items:

- Provided (3) 20min DEI online courses for all pre-hospital providers in Clark County in August 2021
- AMR incorporated a Social Equity presentation into all New Hire Academies in 2022
- On-going social equity training integrated into continuing education for EMS providers

Recommendations: Community Education and Outreach

- Seek to partner and align resources with health and healthcare organizations that are already working to improve the health or healthcare of the most vulnerable communities in Vancouver.
- Seek to understand where EMS can contribute to improving the health or healthcare of these populations.
- Based on the needs and communities identified above, work to develop the ability to report on the effectiveness of department efforts.

Action Item:

- Chiefs Diversity Advisory Team

Recommendations: Language Interpretation and Management

- Establish a policy or practice guideline.
- Evaluate the current challenges associated with utilization of the current language interpreter line.
- Conduct training on the unique needs for this patient population, and on EMS crew performance, practice, and charting expectations.

Action Items:

- Updated Interpretation / Translate / Language lines
- Implemented agency LEP Policy

Recommendations: Data Collection and Management

- Use the same demographic data collection categories and options on both VFD and AMR charting systems.
- Allow multiple options to be selected for all demographic data categories.
- Create data fields necessary document treatments or medications refused by the patient.

Action Items:

- Continued vetting through Social Equity Work Group

Challenges

- Negotiating single EMS software platform with eight fire agencies, three ambulance providers
- Allocation of training resources – time and money
- Documenting LEP patients
- Gathering patient demographic data from hospital into EMS reporting system
- Integration with hospital reporting systems

Resources

- Health Care Equity Group, Consultants
healthcareequitygroup.com
- VFD / AMR Equity Report Link, City of Vancouver website
[Vancouver 2020 Healthcare Equity Analysis Summary 07162020 \(cityofvancouver.us\)](#)
[Vancouver EMS Equity Report 062620 \(cityofvancouver.us\)](#)
- Health Care Equity Training Link
[Diversity Science Academy](#)

Questions and Discussion

Brennan Blue, Fire Chief

BrennanBlue@cityofvancouver.us





Item #1.

Staff Report 022-22

TO: Mayor and City Council

FROM: Eric Holmes, City Manager

DATE: 2/28/2022

SUBJECT Bid Award for the 49th St Water Main Replacement project, per Bid #22-04

Key Points

- Replaces old high maintenance water mains to improve water system infrastructure.
- Extends sanitary sewer to provide service to an unsewered area with a failing septic system.

Strategic Plan Alignment

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

Present Situation

This project will install approximately 5,400 linear feet of 10-inch ductile iron water main to replace brittle asbestos cement pipes and older steel pipes in Northeast 49th Street from Northeast 15th Avenue to Northeast Saint Johns Road. The existing pipes have a maintenance history which indicates they are in need of replacement. The new pipeline will improve the reliability of the water system and increase fire flow. This project will also install approximately 400 linear feet of 8-inch sanitary sewer in Northeast 49th Street to provide public sewer to an area with a failing septic system. Pavement restoration will be completed to restore the roadway where utility work occurs.

On January 25, 2022, the City received two bids for the subject project. The bids are as follows:

SUMMARY OF BIDS	
BIDDER	AMOUNT
Advanced Excavating Specialists, LLC, Kelso, WA	\$1,625,888.78
Nutter Corporation, Vancouver, WA	\$1,739,193.16
<i>Engineer's Estimate</i>	<i>\$1,350,000.00</i>

There were fewer bids than expected and the bid amounts reflect current spikes in material and labor costs. Advanced Excavating Specialists, LLC of Kelso, Washington, is the lowest responsive and responsible bidder, and has successfully completed utility construction projects of this magnitude during the last three years.

Advanced Excavating Specialists, LLC acknowledges the City's requirement for Apprenticeship Utilization on this project and is anticipating meeting the 3% goal.

Advantage(s)

1. Increases water system integrity and reliability.
2. Eliminates high maintenance mains and costly repairs.
3. Improves fire flow.
4. Provides public sewer to an unsewered area.

Disadvantage(s)

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

Budget Impact

None. There is sufficient budget to complete this project included in the 2021-2022 Water and Sewer Capital funds.

Prior Council Review

The water work was approved in the 2021-2022 Water Capital Budget and the 2015 Comprehensive Water System Plan.

The sewer work was approved in the 2021-2022 Sewer Capital Budget.

Action Requested

On February 28, 2022, award a construction contract for the NE 49th St Water Main Replacement project to the lowest responsive and responsible bidder, Advanced Excavating Specialists, LLC of Kelso, Washington, at their bid price of \$1,625,888.78, which includes Washington State sales tax, and authorize the City Manager or designee to execute the same.

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

ATTACHMENTS:

- ▢ Contract for the 49th St Water Main Replacement



CONTRACT # _____

ITB 22-04: NE 49th St. Water Main Replacement – NE 15th Ave. to NE St. Johns Rd

THIS CONTRACT is entered into by and between the City of Vancouver, a municipal corporation under the laws of the State of Washington, hereinafter referred to as "City," and Advanced Excavating Specialists, LLC hereinafter referred to as "Contractor," whose address is 1200 Hazel Street, Kelso, WA 98626, hereinafter referred to "Parties."

WHEREAS, the City desires to engage the Contractor to provide public work and other related services for NE 49th St. Water Main Replacement – NE 15th Ave. to NE St. Johns Rd. Contractor has agreed to offer its services to perform said work per the City issued Invitation to Bid (ITB) No. 22-04 and all addenda thereto, Contractor's bid to said ITB, the Project Plans and Special Provisions, and City Council's approval on _____ per Staff Report No. _____; and

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

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

This contract provides for the improvement of NE 49th St. Water Main Replacement – NE 15th Ave. to NE St. Johns Rd. Contractor shall furnish and install 5,331 linear feet of 10in ductile iron, 578 linear feet of 8in ductile iron, 124 linear feet of 6in ductile iron and 11 linear feet of 4in ductile iron water main. Also, furnish and install fire hydrant assemblies, fittings, valves and all appurtenances as shown on the plans and specified herein. The Contractor shall furnish and install approximately 395 linear feet of 8-inch PVC gravity sewer main. The sewer will be installed in NE 49th Street, including all laterals, manholes, and all appurtenances and other work, all in accordance with the attached Contract Plans, these Contract Provisions, and the Standard Specifications, hereafter referred to as "Work."

The Work shall be fully complete within 60 Working Days from the Notice to Proceed (NTP) date.

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

States. Contractor shall provide verification of compliance upon City request. Failure by Contractor to comply with this subsection shall be considered a material breach.

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

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

1. Have a current certificate of registration in compliance with chapter 18.27 RCW, which must have been in effect at the time of subcontract bid submittal;
 2. Have a current Washington Unified Business Identifier (UBI) number;
 3. Have received training on the requirements related to public works and prevailing wage as required by RCW 39.04.350;
 4. Within the three-year period immediately preceding the date of the bid solicitation, not have been determined by a final and binding citation and notice of assessment issued by the department of labor and industries or through a civil judgment entered by a court of limited or general jurisdiction to have willfully violated, as defined in RCW 49.48.082, any provision of chapter 49.46, 49.48, or 49.52 RCW.
 5. If applicable, have:
 - i. Have Industrial Insurance (workers' compensation) coverage for the subcontractor's employees working in Washington, as required in Title 51 RCW;
 - ii. A Washington Employment Security Department reference number, as required in Title 50 RCW;
 - iii. A Washington Department of Revenue state excise tax registration number, as required in Title 82 RCW;
 - iv. An electrical contractor license, if required by Chapter 19.28 RCW;
 - v. An elevator contractor license, if required by Chapter 70.87 RCW.
 6. Not be disqualified from bidding on any public works contract under RCW 39.06.010 or 39.12.065 (3).
- 5. DELINQUENT STATE TAXES:** The Contractor shall not owe delinquent taxes to the Washington State Department of Revenue without a payment plan approved by the Department of Revenue.
- 6. COMPENSATION AND SCHEDULE OF PAYMENTS:** In consideration of the promises and agreements of the Contractor as set forth herein, and in consideration of the faithful performance and furnishing of the work and materials required by this Contract to the satisfaction of the City, the City agrees to pay to the Contractor in the manner and at the times provided hereinafter and in the Contract Documents, and in accordance with the ordinances of the City of Vancouver and the laws of the State of Washington, the following sum as indicated, which amount does includes 8.5% Washington State Sales Tax (if applicable) \$1,625,888.78 .

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

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

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

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

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

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

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

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

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

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

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

Industries online system on a monthly basis. A Contractor's noncompliance with this section shall constitute a violation of RCW 39.12.050.

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

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

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

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

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

- 16. AMENDMENTS:** All changes to this Contract, including changes to the statement of work and compensation, must be made by written Change Order and/or Amendment and signed by all parties to this Contract.

- 17. AUTHORIZATION AND COMPLIANCE WITH THE LAW:** The Contractor certifies that the person signing the Contract is legally authorized to enter into this binding Contract and that the Contractor shall fully comply with all relevant, federal, state and municipal laws, rules, regulations and policies.
- 18. RELATION OF PARTIES:** The Contractor, its subcontractors, agents and employees are independent contractors performing services for The City and are not employees of City; shall not, as a result of this Contract, accrue leave, retirement, insurance, bonding or any other benefits afforded to City employees; and, shall not have the authority to bind the City in any way except as may be specifically provided in the Statement of Work.
- 19. JURISDICTION/VENUE:** In the event that any litigation should arise concerning the construction or interpretation of the terms and/or conditions of this Contract, the venue of such action of litigation shall be in the Superior Court of the State of Washington in and for the County of Clark. This Contract shall be governed by the law of the State of Washington.
- 20. COOPERATIVE PURCHASING:** The Washington State Inter-local Cooperation Act, Chapter 39.34 RCW, authorizes public agencies to cooperatively purchase goods and services if all parties agree. By having executed this Contract, the Contractor agrees that other public agencies may purchase goods and services under this solicitation or contract at their own cost and without the City of Vancouver incurring any financial or legal liability for such purchases. The City of Vancouver agrees to allow other public agencies to purchase goods and services under this solicitation or contract, provided that the City of Vancouver is not held financially or legally liable for purchases and that any public agency purchasing under such solicitation or contract file a copy of this invitation and such contract in accordance with RCW 39.34.040.
- 21. ASSIGNMENT:** This Contract is binding on each party, its successors, assigns, and legal representatives and may not, under any circumstances, be assigned or transferred by either party without the other party's express written authorization.
- 22. TERMINATION FOR CONVENIENCE:** The City, at its sole discretion, may terminate this Contract for convenience at any time for any reason deemed appropriate. Termination is effective immediately upon notice of termination given by the City.

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

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

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

- 24. OPPORTUNITY TO CURE:** The City at its sole discretion may in lieu of a termination allow the Contractor to cure the defect(s), by providing a "Notice to Cure" to Contractor setting forth the remedies sought by City and the deadline to accomplish the remedies. If the Contractor fails to remedy to the City's satisfaction the breach or default of any of the terms, covenants, or conditions of this Contract within the time stated time, the City shall have the right to terminate the Contract without any further obligation to the Contractor. Any such termination for default shall not in any way operate to preclude the City from also pursuing all available remedies against the Contractor and its sureties for said breach or default, including but not limited to termination of this Contract for convenience.
- 25. WAIVER AND REMEDIES:** City's failure to enforce the terms or conditions herein or to exercise any right or privilege, or the City's waiver of any breach hereunder shall not thereafter waive any other term, condition, or privilege, whether of the same or similar type. Remedies under this Contract are cumulative; the use of one remedy shall not be taken to exclude or waive the right to use another.
- 26. ENTIRETY OF CONTRACT:** This Contract incorporates all the agreements, covenants and understanding between the parties hereto and are merged into this written Contract. No prior agreement or prior understanding, verbal or otherwise, of the parties or their agents shall be valid or enforceable unless set forth in this Contract.
- 27. USE OF CITY'S NAME:** Contractor may not use any of City's name, trademark, service marks, or logo in connection with the services contemplated by this Contract or otherwise without the prior written permission of City, which permission may be withheld for any or no reason and may be subject to certain conditions.
- 28. NON-DISCRIMINATION AND EQUAL EMPLOYMENT OPPORTUNITY:** During the term of this Contract, Contractor will not discriminate against any employee or applicant for employment in accordance with RCW Chapter 49.60, including, but not limited to creed, religion, race, color, age, sex, marital status, sexual orientation, sexual identity, pregnancy, military status, political ideology, ancestry, national origin, or the presence of any sensory, mental or physical disability, unless based upon a bona fide occupational qualification. The Contractor will take affirmative action to ensure that applicants and employees are treated fairly, without regard to their creed, religion, race, color, sex, national origin, or the presence of any sensory, mental or physical disability. Such action shall include all terms and conditions of employment, compensation, and benefits, including apprenticeship.
- 29. BINDING EFFECT:** The provisions, covenants and conditions in this Contract bind the parties, their legal heirs, representatives, successors, and assigns.
- 30. RATIFICATION:** Acts taken pursuant to this Contract but prior to its effective date are hereby ratified and confirmed.
- 31. INCORPORATED CONTRACT DOCUMENTS AND ORDER OF PRECEDENCE:** The complete Contract includes these parts listed in this section below, which are incorporated by this reference as if fully as set forth herein. Any inconsistency in the parts of the contract shall be resolved by following this order of precedence (e.g., 1 presiding over 2, 2 over 3, 3 over 4, and so forth):
1. Amendments to the Contract,

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

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

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

Advanced Excavating Specialists, LLC
1200 Hazel Street
Kelso, WA 98626

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

CITY OF VANCOUVER

A municipal corporation

CONTRACTOR:

Advanced Excavating Specialists, LLC.

Eric Holmes, City Manager

Signature

Date

Printed Name /Title

Attest:

Date

Natasha Ramras, City Clerk

Approved as to form:

Jonathan Young, City Attorney



Staff Report 023-22

TO: Mayor and City Council

FROM: Eric Holmes, City Manager

DATE: 2/28/2022

SUBJECT Increase to the spending limit on contracts C-100204 and C-100804 to support the purchase of traffic system equipment under Washington State DES Contract # 04616

Key Points

- The City purchases traffic system equipment from various vendors on the Washington State Department of Enterprise Services contract #04616.
- The City's traffic signal detection cameras and traffic signal controllers are outdated and need to be replaced.
- The current authorized contract amount with Kar-Gor is not sufficient to accommodate the purchases. The total not to exceed amount needs to be increased.
- Traffic signs and mounting materials are purchased from Traffic Safety and Supply Company due to their proximity to Vancouver and ability to purchase in person.
- The current Washington State contract runs through January of 2023 but likely will be extended an additional two years to January of 2025.
- Staff is requesting a contract spending authorization increase for an additional \$1,700,000 for Kar-Gor Inc (\$2,000,000 total) and an additional \$450,000 (\$750,000 total) for Traffic Safety Supply Company for the remainder of the contract ending January 31, 2025, which includes two extension years.

Strategic Plan Alignment

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

Present Situation

To maintain, operate, and replace existing traffic systems within the City, including traffic signal detection equipment and traffic signs, the City purchases materials through vendors that have contracts through Washington State (contract #04616 that started at the end of December 2016). Two of those vendors, Kar-Gor Inc. and Traffic Safety Supply Company, have reached the City's allowed purchasing limits and require Council approval and authorization for additional purchases

over \$300,000 for the expected costs that will be incurred over the remaining life of the contract, which runs through January 31, 2023 but will likely be extended two (2) years to run through January 31, 2025.

The current model of detection cameras that the City uses will become obsolete over the next few years. These detection cameras are used to notify the traffic signals when vehicles are present. They are not used for issuing citations for red light running. With the installation of new traffic detection cameras and the replacement of old traffic detection cameras, the City will be purchasing a higher than normal amount of cameras over the next 3 to 4 years, and Kar-Gor is the only vendor on the State contract that supplies these traffic signal detection cameras. The City is also starting the process to upgrade to a new type of traffic signal controller. The existing traffic signal controllers are planned for replacement over the next few years, as well, and Kar-Gor is the only vendor that sells the traffic signal controller.

In addition to increasing the authorized spending amount, there is some urgency to the requested approval. As part of the City's 2021 pavement management program, traffic detection will need to be replaced due to pavement repairs and curb ramps being constructed in advance of the full width street work. This will not allow the several signals to operate as intended, although will still operate safely, without the detection being replaced. To alleviate this issue, the City purchases video detection equipment from Kar-Gor, Inc. that is installed prior to the existing detection being removed, which alleviates this issue. There is a month to two month lead time in getting the materials from Kar-Gor, so materials need to be ordered soon to avoid impacts to the traveling public due to detection not being in place.

Advantage(s)

1. Will allow the City to purchase new and replacement materials and equipment to maintain the City's traffic systems for the next one to three years.
2. Will allow the City to replace and upgrade outdated traffic signal detection cameras and traffic signal controller cabinets.
3. Will allow the City to replace traffic detection at affected signals in advance of street work so impacts to the traveling public are minimized.

Disadvantage(s)

None

Budget Impact

Purchases from these two contracts will be made using existing funds that have been approved as part of the 2021-2022 Biennial Budget. The City will continue to maintain, replace and operate existing traffic systems. The 2023-2024 Budget will include funding to continue supporting traffic system maintenance.

Prior Council Review

None

Action Requested

Authorize and approve an increase of \$1,700,000 in procurement authority (\$2,000,000 total)

from the contract with Kar-Gor, Inc. and an increase of \$450,000 (\$750,000 total) from the contract with Traffic Safety Supply Company, by way of Washington State DES contract #04616 for the purchase of traffic system materials and equipment.

Chris Christofferson, Traffic Engineer Manager, 360-487-7716

ATTACHMENTS:

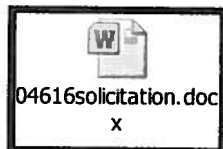
- ▣ Kar-Gor Inc Contract with WA State DES
- ▣ Traffic Safety Supply Contract with WA State DES

STATE OF WASHINGTON Contracts, Procurement, & Risk Management Division Department of Enterprise Services P.O. Box 41411 Olympia, WA 98504-1411	MASTER CONTRACT	
	Contract No.:	04616
	Commodity:	ILLUMINATION, TRAFFIC SIGNAL AND INTELLIGENT TRANSPORTATION SYSTEMS EQUIPMENT
	Term:	97 MONTHS
VENDOR Kar-Gor, Inc. 3540 Brooks Ave NE, Bldg. 2 Salem, Oregon 97301	Effective Date:	December 23, 2016

MASTER CONTRACT

No. 04616

(Including solicitation, appendices, attachments, amendments and contractor bid documents)



ILLUMINATION, TRAFFIC SIGNAL AND INTELLIGENT TRANSPORTATION SYSTEMS EQUIPMENT

For Use by Eligible Purchasers

By and Between

**STATE OF WASHINGTON
DEPARTMENT OF ENTERPRISE SERVICES**

and

Kar-Gor, Inc.

Dated December 23, 2016

MASTER CONTRACT

No. 04616

ILLUMINATION, TRAFFIC SIGNAL AND INTELLIGENT TRANSPORTATION SYSTEMS EQUIPMENT

This Master Contract ("Master Contract") is made and entered into by and between the State of Washington acting by and through the Department of Enterprise Services, a Washington State governmental agency ("Enterprise Services") and Kar-Gor Inc., an Oregon Corporation ("Contractor") and is dated as of December 23, 2016.

RECITALS

- A. Pursuant to Legislative direction codified in RCW chapter 39.26, Enterprise Services, on behalf of the State of Washington, is authorized to develop, solicit, and establish master contracts for goods and/or services for general use by Washington state agencies and certain other entities (eligible purchasers).
- B. On behalf of the State of Washington, Enterprise Services, as part of a competitive governmental procurement, issued Invitation for Bid No. 04616 dated October 19, 2016 regarding ILLUMINATION, TRAFFIC SIGNAL AND INTELLIGENT TRANSPORTATION SYSTEMS EQUIPMENT.
- C. Enterprise Services evaluated all responses to the Invitation for Bid and identified Contractor as an/the apparent successful bidder.
- D. Enterprise Services has determined that entering into this Master Contract will meet the identified needs and be in the best interest of the State of Washington.
- E. The purpose of this Master Contract is to enable eligible purchasers to purchase the goods and/or services as set forth herein.

AGREEMENT

NOW THEREFORE, in consideration of the mutual promises, covenants, and conditions set forth herein, the parties hereto hereby agree as follows:

- 1. **TERM.** The term of this Master Contract is eight years and one month (97) months, commencing December 23, 2016, in two year increments via options, being unilaterally initiated by DES. Kar-Gor Inc. will be notified of the option exercise via e-mail before January 31, 2019 for the first option and every two years thereafter ending January 31, 2025.
- 2. **ELIGIBLE PURCHASERS.** This Master Contract may be utilized by any of the following types of entities ("Purchaser"):
 - 2.1. **WASHINGTON STATE AGENCIES.** This Master Contract may be utilized by:
 - Washington state agencies, departments, offices, divisions, boards, and commission; and
 - Any the following institutions of higher education: state universities, regional universities, state college, community colleges, and technical colleges.

- 2.2. MCUA PARTIES. This Master Contract also may be utilized by any of the following types of entities that have executed a Master Contract Usage Agreement with Enterprise Services:
- Political subdivisions (e.g., counties, cities, school districts, public utility districts);
 - Federal governmental agencies or entities;
 - Public-benefit nonprofit corporations (i.e., § 501(c)(3) nonprofit corporations that receive federal, state, or local funding); and
 - Federally-recognized Indian Tribes located in the State of Washington.

3. SCOPE – INCLUDED GOODS/SERVICES AND PRICE.

- 3.1. CONTRACT SCOPE. Pursuant to this Master Contract, Contractor is authorized to sell all those goods and/or services set forth in *Exhibit E – Bid Price (discount off list) categories from mandatory manufacturers*. Contractor shall not represent to any Purchaser under this Master Contract that Contractor has contractual authority to sell any goods and/or services beyond those set forth in *Exhibit E – Bid Price (discount off list) categories from mandatory manufacturers*.
- 3.2. STATE’S ABILITY TO MODIFY SCOPE OF MASTER CONTRACT. Subject to mutual agreement between the parties, Enterprise Services reserves the right to modify the goods and/or services included in this Master Contract; *Provided*, however, that any such modification shall be effective only upon thirty (30) days advance written notice; and *Provided further*, that any such modification must be within the scope of this Master Contract.
- 3.3. ECONOMIC ADJUSTMENT. Contractor(s) will maintain their discount(s) off manufacturers catalogue/list which they bid throughout the life of the contract. Price adjustment will only be through manufacturers catalogue/list pricing changes/updates on annual basis after the contract has been effect for one year.
- 3.4. PRICE CEILING. Although Contractor may offer lower prices to Purchasers, during the term of this Master Contract, Contractor guarantees to provide the Goods/Services at the discount off list prices set forth in *Exhibit E – Bid Price (discount off list) categories from mandatory manufacturers*.
- 3.5. MASTER CONTRACT INFORMATION. Enterprise Services shall maintain and provide information regarding this Master Contract, including scope and pricing, to eligible Purchasers.

4. CONTRACTOR REPRESENTATIONS AND WARRANTIES. Contractor makes each of the following representations and warranties as of the effective date of this Master Contract and at the time any order is placed pursuant to this Master Contract. If, at the time of any such order, Contractor cannot make such representations and warranties, Contractor shall not process any orders and shall, within three (3) business days notify Enterprise Services, in writing, of such breach.

- 4.1. QUALIFIED TO DO BUSINESS. Contractor represents and warrants that it is in good standing and qualified to do business in the State of Washington, that it possesses and shall keep current all required licenses and/or approvals, and that it is current, in full compliance, and has paid all applicable taxes owed to the State of Washington.
- 4.2. SUSPENSION & DEBARMENT. Contractor represents and warrants that neither it nor its principals or affiliates presently are debarred, suspended, proposed for debarment,

declared ineligible, or voluntarily excluded from participation in any governmental contract by any governmental department or agency within the United States.

- 4.3. **QUALITY OF GOODS OR SERVICES.** Contractor represents and warrants that any goods and/or services sold pursuant to this Master Contract shall be merchantable, shall conform to this Master Contract and Purchaser's Purchase Order, shall be fit and safe for the intended purposes, shall be free from defects in materials and workmanship, and shall be produced and delivered in full compliance with applicable law. Contractor further represents and warrants it has clear title to the goods and that the same shall be delivered free of liens and encumbrances and that the same do not infringe any third party patent. Upon breach of warranty, Contractor will repair or replace (at no charge to Purchaser) any goods and/or services whose nonconformance is discovered and made known to the Contractor. If, in Purchaser's judgment, repair or replacement is inadequate, or fails of its essential purpose, Contractor will refund the full amount of any payments that have been made. The rights and remedies of the parties under this warranty are in addition to any other rights and remedies of the parties provided by law or equity, including, without limitation, actual damages, and, as applicable and awarded under the law, to a prevailing party, reasonable attorneys' fees and costs.
- 4.4. **PROCUREMENT ETHICS & PROHIBITION ON GIFTS.** Contractor represents and warrants that it complies fully with all applicable procurement ethics restrictions including, but not limited to, restrictions against Contractor providing gifts or anything of economic value, directly or indirectly, to Purchasers' employees.
- 4.5. **WASHINGTON'S ELECTRONIC BUSINESS SOLUTION (WEBS).** Contractor represents and warrants that it is registered in Washington's Electronic Business Solution (WEBS), Washington's contract registration system and that, all of its information therein is current and accurate and that throughout the term of this Master Contract, Contractor shall maintain an accurate profile in WEBS.
- 4.6. **STATEWIDE PAYEE DESK.** Contractor represents and warrants that it is registered with the Statewide Payee Desk, which registration is a condition to payment.
- 4.7. **MASTER CONTRACT PROMOTION; ADVERTISING AND ENDORSEMENT.** Contractor represents and warrants that it shall use commercially reasonable efforts both to promote and market the use of this Master Contract with eligible Purchasers and to ensure that those entities that utilize this Master Contract are eligible Purchasers. Contractor understands and acknowledges that neither Enterprise Services nor Purchasers are endorsing Contractor's goods and/or services or suggesting that such goods and/or services are the best or only solution to their needs. Accordingly, Contractor represents and warrants that it shall make no reference to Enterprise Services, any Purchaser, or the State of Washington in any promotional material without the prior written consent of Enterprise Services.
- 4.8. **MASTER CONTRACT TRANSITION.** Contractor represents and warrants that, in the event this Master Contract or a similar contract, is transitioned to another contractor (e.g., Master Contract expiration or termination), Contractor shall use commercially reasonable efforts to assist Enterprise Services for a period of sixty (60) days to effectuate a smooth transition to another contractor to minimize disruption of service and/or costs to the State of Washington.

5. USING THE MASTER CONTRACT – PURCHASES.

- 5.1. **ORDERING REQUIREMENTS.** Eligible Purchasers shall order goods and/or services from this Master Contract, consistent with the terms hereof and by using any ordering mechanism agreeable both to Contractor and Purchaser but, at a minimum, including the use of a purchase order. When practicable, Contractor and Purchaser also shall use telephone orders, email orders, web-based orders, and similar procurement methods (collectively "Purchaser Order"). All order documents must reference the Master Contract number.
- 5.2. **DELIVERY REQUIREMENTS.** Contractor must ensure that delivery of goods and/or services will be made as required by this Master Contract, the Purchase Order used by Purchasers, or as otherwise mutually agreed in writing between the Purchaser and Contractor. The following apply to all deliveries:
- (a) Contractor shall make all deliveries to the applicable delivery location specified in the Purchase Order. Such deliveries shall occur during Purchaser's normal work hours and within the time period mutually agreed in writing between Purchaser and Contractor at the time of order placement.
 - (b) Contractor shall ship all goods and/or services purchased pursuant to this Master Contract, freight charges prepaid by Contractor, FOB Purchaser's specified destination with all transportation and handling charges included. Contractor shall bear all risk of loss, damage, or destruction of the goods and/or services ordered hereunder that occurs prior to delivery, except loss or damage attributable to Purchaser's fault or negligence.
 - (c) All packing lists, packages, instruction manuals, correspondence, shipping notices, shipping containers, and other written materials associated with this Master Contract shall be identified by the Master Contract number set forth on the cover of this Master Contract and the applicable Purchaser's Purchase Order number. Packing lists shall be enclosed with each shipment and clearly identify all contents and any backorders.
- 5.3. **RECEIPT AND INSPECTION OF GOODS AND/OR SERVICES.** Goods and/or services purchased under this Master Contract are subject to Purchaser's reasonable inspection, testing, and approval at Purchaser's destination. Purchaser reserves the right to reject and refuse acceptance of goods and/or services that are not in accordance with this Master Contract and Purchaser's Purchase Order. Purchaser may charge Contractor for the cost of inspecting rejected goods. If there are any apparent defects in the goods and/or services at the time of delivery, Purchaser promptly will notify Contractor. At Purchaser's option, and without limiting any other rights, Purchaser may require Contractor to repair or replace, at Contractor's expense, any or all of the damaged goods and/or services or, at Purchaser's option, Purchaser may note any damage to the goods and/or services on the receiving report, decline acceptance, and deduct the cost of rejected goods and/or services from final payment. Payment for any goods under such Purchase Order shall not be deemed acceptance of the goods.
- 5.4. **ON SITE REQUIREMENTS.** While on Purchaser's premises, Contractor, its agents, employees, or subcontractors shall comply, in all respects, with Purchaser's physical, fire, access, or other security requirements.

6. INVOICING & PAYMENT.

6.1. **CONTRACTOR INVOICE.** Contractor shall submit to Purchaser's designated invoicing contact properly itemized invoices. Such invoices shall itemize the following:

- (a) Master Contract No. 04616
- (b) Contractor name, address, telephone number, and email address for billing issues (i.e., Contractor Customer Service Representative)
- (c) Contractor's Federal Tax Identification Number
- (d) Date(s) of delivery
- (e) Invoice amount; and
- (f) Payment terms, including any available prompt payment discounts.

Contractor's invoices for payment shall reflect accurate Master Contract prices. Invoices will not be processed for payment until receipt of a complete invoice as specified herein.

6.2. **PAYMENT.** Payment is the sole responsibility of, and will be made by, the Purchaser. Payment is due within thirty (30) days of invoice. If Purchaser fails to make timely payment(s), Contractor may invoice Purchaser in the amount of one percent (1%) per month on the amount overdue or a minimum of \$1. Payment will not be considered late if a check or warrant is mailed within the time specified.

6.3. **OVERPAYMENTS.** Contractor promptly shall refund to Purchaser the full amount of any erroneous payment or overpayment. Such refunds shall occur within thirty (30) days of written notice to Contractor; *Provided*, however, that Purchaser shall have the right to elect to have either direct payments or written credit memos issued. If Contractor fails to make timely payment(s) or issuance of such credit memos, Purchaser may impose a one percent (1%) per month on the amount overdue thirty (30) days after notice to the Contractor.

6.4. **NO ADVANCE PAYMENT.** No advance payments shall be made for any products or services furnished by Contractor pursuant to this Master Contract.

6.5. **NO ADDITIONAL CHARGES.** Unless otherwise specified herein, Contractor shall not include or impose any additional charges including, but not limited to, charges for shipping, handling, or payment processing.

6.6. **TAXES/FEES.** Contractor promptly shall pay all applicable taxes on its operations and activities pertaining to this Master Contract. Failure to do so shall constitute breach of this Master Contract. Unless otherwise agreed, Purchaser shall pay applicable sales tax imposed by the State of Washington on purchased goods and/or services. Contractor, however, shall not make any charge for federal excise taxes and Purchaser agrees to furnish Contractor with an exemption certificate where appropriate.

7. CONTRACT MANAGEMENT.

7.1. **CONTRACT ADMINISTRATION & NOTICES.** Except for legal notices, the parties hereby designate the following contract administrators as the respective single points of contact for purposes of this Master Contract. Enterprise Services' contract administrator shall provide Master Contract oversight. Contractor's contract administrator shall be Contractor's principal contact for business activities under this Master Contract. The parties may change contractor administrators by written notice as set forth below.

Any notices required or desired shall be in writing and sent by U.S. mail, postage prepaid, or sent via email, and shall be sent to the respective addressee at the respective address or email address set forth below or to such other address or email address as the parties may specify in writing:

Enterprise Services

Attn: Mark Roush
Washington Dept. of Enterprise Services
PO Box 41411
Olympia, WA 98504-1411
Tel: (360) 407-9311
Email: mark.roush@des.wa.gov

Contractor

Attn: Christy Fagan
Kar-Gor, Inc.
3540 Brooks Ave NE, Bldg 2
Salem, Oregon 97301
Tel: 503-315-9899
Email: christyf@kargor.com

Notices shall be deemed effective upon the earlier of receipt, if mailed, or, if emailed, upon transmission to the designated email address of said addressee.

- 7.2. **CONTRACTOR CUSTOMER SERVICE REPRESENTATIVE.** Contractor shall designate a customer service representative (and inform Enterprise Services of the same) who shall be responsible for addressing Purchaser issues pertaining to this Master Contract.
- 7.3. **LEGAL NOTICES.** Any legal notices required or desired shall be in writing and delivered by U.S. certified mail, return receipt requested, postage prepaid, or sent via email, and shall be sent to the respective addressee at the respective address or email address set forth below or to such other address or email address as the parties may specify in writing:

Enterprise Services

Attn: Legal Services Manager
Washington Dept. of Enterprise Services
PO Box 41411
Olympia, WA 98504-1411
Email: greg.tolbert@des.wa.gov

Contractor

Attn: Christy Fagan
Kar-Gor, Inc.
3540 Brooks Ave NE, Bldg 2
Salem, Oregon 97301
Tel: 503-315-9899
Email: christyf@kargor.com

Notices shall be deemed effective upon the earlier of receipt when delivered, or, if mailed, upon return receipt, or, if emailed, upon transmission to the designated email address of said addressee.

8. CONTRACTOR SALES REPORTING; VENDOR MANAGEMENT FEE; & CONTRACTOR REPORTS.

- 8.1. **MASTER CONTRACT SALES REPORTING.** Contractor shall report total Master Contract sales quarterly to Enterprise Services, as set forth below.
- (a) **Master Contract Sales Reporting System.** Contractor shall report quarterly Master Contract sales in Enterprise Services' Master Contract Sales Reporting System. Enterprise Services will provide Contractor with a login password and a vendor number. The password and vendor number will be provided to the Sales Reporting Representative(s) listed on Contractor's Bidder Profile.
 - (b) **Data.** Each sales report must identify every authorized Purchaser by name as it is known to Enterprise Services and its total combined sales amount invoiced during the reporting period (i.e., sales of an entire agency or political subdivision, not its individual subsections). The "Miscellaneous" option may be

used only with prior approval by Enterprise Services. Upon request, Contractor shall provide contact information for all authorized purchasers specified herein during the term of the Master Contract. If there are no Master Contract sales during the reporting period, Contractor must report zero sales.

- (c) Due dates for Master Contract Sales Reporting. Quarterly Master Contract Sales Reports must be submitted electronically by the following deadlines for all sales invoiced during the applicable calendar quarter:

FOR CALENDAR QUARTER ENDING	MASTER CONTRACT SALES REPORT DUE
March 31:	April 30
June 30:	July 31
September 30:	October 31
December 31:	January 31

8.2. **VENDOR MANAGEMENT FEE.** Contractor shall pay to Enterprise Services a vendor management fee ("VMF") of 1.5 percent on the purchase price for all Master Contract sales (the purchase price is the total invoice price less applicable sales tax).

The sum owed by Contractor to Enterprise Services as a result of the VMF is calculated as follows:

Amount owed to Enterprise Services = Total Master Contract sales invoiced (not including sales tax) x .015.

The 1.5 percent VMF will be shown as a SEPARATE line item on invoices and NOT included in pricing. This allows the VMF to change in the future WITHOUT affecting contract prices. *(Since pricing via discount off list was originally bid with a .74% fee include, the amount of the invoiced line item will be .76%)*

The 1.5% rate applies on all sales invoiced after July 1, 2017. The .74% rate applies to all sales invoiced between December 23, 2016(contract inception) and June 30, 2017.

Enterprise Services will invoice Contractor quarterly based on Master Contract sales reported by Contractor. Contractors are not to remit payment until they receive an invoice from Enterprise Services. Contractor's VMF payment to Enterprise Services must reference this Master Contract number, work request number (if applicable), the year and quarter for which the VMF is being remitted, and the Contractor's name as set forth in this Master Contract, if not already included on the face of the check.

Failure to accurately report total net sales, to submit a timely usage report, or remit timely payment of the VMF (with malice), may be cause for Master Contract termination or the exercise of other remedies provided by law. Without limiting any other available

remedies, the Parties agree that Contractor's failure to remit to Enterprise Services timely payment of the VMF shall obligate Contractor to pay to Enterprise Services, to offset the administrative and transaction costs incurred by the State to identify, process, and collect such, the sum of \$200.00 or twenty five percent (25%) of the outstanding amount, whichever is greater, or the maximum allowed by law, if less.

Enterprise Services reserves the right unilaterally, upon thirty (30) days advance written notice, to increase, reduce, or eliminate the VMF for subsequent purchases, per paragraph (b) above not affecting contract prices since it is a separate line item.

- 8.3. ANNUAL MASTER CONTRACT SALES REPORT. Contractor shall provide to Enterprise Services a detailed annual Master Contract sales report. Such report shall include, at a minimum: Product description, part number or other Product identifier, per unit quantities sold, and Master Contract price. This report must be provided in an electronic format that can be read by MS Excel.
- 8.4. SMALL BUSINESS INCLUSION. Upon Request by Enterprise Services, Contractor shall provide, within thirty (30) days, an Affidavit of Amounts Paid. Such Affidavit of Amounts Paid either shall state, if applicable, that Contractor still maintains its MWBE certification or state that its subcontractor(s) still maintain(s) its/their MWBE certification(s) and specify the amounts paid to each certified MWBE subcontractor under this Master Contract. Contractor shall maintain records supporting the Affidavit of Amounts Paid in accordance with this Master Contract's records retention requirements.

9. RECORDS RETENTION & AUDITS.

- 9.1. RECORDS RETENTION. Contractor shall maintain books, records, documents, and other evidence pertaining to this Master Contract and orders placed by Purchasers under it to the extent and in such detail as shall adequately reflect performance and administration of payments and fees. Contractor shall retain such records for a period of six (6) years following expiration or termination of this Master Contract or final payment for any order placed by a Purchaser against this Master Contract, whichever is later; *Provided*, however, that if any litigation, claim, or audit is commenced prior to the expiration of this period, such period shall extend until all such litigation, claims, or audits have been resolved.
- 9.2. AUDIT. Enterprise Services reserves the right to audit, or have a designated third party audit, applicable records to ensure that Contractor has properly invoiced Purchasers and that Contractor has paid all applicable contract management fees. Accordingly, Contractor shall permit Enterprise Services, any Purchaser, and any other duly authorized agent of a governmental agency, to audit, inspect, examine, copy and/or transcribe Contractor's books, documents, papers and records directly pertinent to this Master Contract or orders placed by a Purchaser under it for the purpose of making audits, examinations, excerpts, and transcriptions. This right shall survive for a period of six (6) years following expiration or termination of this Master Contract or final payment for any order placed by a Purchaser against this Master Contract, whichever is later; *Provided*, however, that if any litigation, claim, or audit is commenced prior to the expiration of this period, such period shall extend until all such litigation, claims, or audits have been resolved.
- 9.3. OVERPAYMENT OF PURCHASES OR UNDERPAYMENT OF FEES. Without limiting any other remedy available to any Purchaser, Contractor shall (a) reimburse Purchasers for any overpayments inconsistent with the terms of this Master Contract or orders, at a rate of 125% of such

overpayments, found as a result of the examination of the Contractor's records; and (b) reimburse Enterprise Services for any underpayment of fees, at a rate of 125% of such fees found as a result of the examination of the Contractor's records (e.g., if Contractor underpays the Vendor Management Fee by \$500, Contractor would be required to pay to Enterprise Services $\$500 \times 1.25 = \625).

10. INSURANCE.

- 10.1. **REQUIRED INSURANCE.** During the Term of this Master Contract, Contractor, at its expense, shall maintain in full force and effect the insurance coverages set forth in *Exhibit C – Insurance Requirements*.
- 10.2. **WORKERS COMPENSATION.** Contractor shall comply with applicable workers compensation statutes and regulations (e.g., RCW Title 51, Industrial Insurance). If Contractor fails to provide industrial insurance coverage or fails to pay premiums or penalties on behalf of its employees as may be required by law, Enterprise Services may terminate this Master Contract. This provision does not waive any of the Washington State Department of Labor and Industries (L&I) rights to collect from Contractor. In addition, Contractor waives its immunity under RCW Title 51 to the extent it is required to indemnify, defend, and hold harmless the State of Washington and its agencies, officials, agents, or employees.

11. CLAIMS.

- 11.1. **ASSUMPTION OF RISKS; CLAIMS BETWEEN THE PARTIES.** Contractor assumes sole responsibility and all risks of personal injury or property damage to itself and its employees, agents, and Contractors in connection with Contractor's operations under this Master Contract. Enterprise Services has made no representations regarding any factor affecting Contractor's risks. Contractor shall pay for all damage to any Purchaser's property resulting directly or indirectly from its acts or omissions under this Master Contract, even if not attributable to negligence by Contractor or its agents.
- 11.2. **THIRD-PARTY CLAIMS; INDEMNITY.** To the fullest extent permitted by law, Contractor shall defend, indemnify, and hold harmless Enterprise Services and any Purchaser and their employees and agents from and against all claims, demands, judgments, assessments, damages, penalties, fines, costs, liabilities or losses including, without limitation, sums paid in settlement of claims, attorneys' fees, consultant fees, and expert fees (collectively "claims") arising from any act or omission of Contractor or its successors, agents, and subcontractors under this Master Contract, except claims caused solely by Enterprise Services or any Purchasers' negligence. Contractor shall take all steps needed to keep Purchaser's property free of liens arising from Contractor's activities, and promptly obtain or bond the release of any such liens that may be filed.

- 12. **DISPUTE RESOLUTION.** The parties shall cooperate to resolve any dispute pertaining to this Master Contract efficiently, as timely as practicable, and at the lowest possible level with authority to resolve such dispute. If, however, a dispute persists and cannot be resolved, it may be escalated within each organization. In such situation, upon notice by either party, each party, within five (5) business days shall reduce its description of the dispute to writing and deliver it to the other party. The receiving party then shall have three (3) business days to review and respond in writing. In the event that the parties cannot then agree on a resolution of the dispute, the parties shall schedule a conference between the respective senior manager of each organization to attempt to resolve the

dispute. In the event the parties cannot agree, either party may resort to court to resolve the dispute.

13. SUSPENSION & TERMINATION; REMEDIES.

- 13.1. **SUSPENSION & TERMINATION FOR DEFAULT.** Enterprise Services may suspend Contractor's operations under this Master Contract immediately by written cure notice of any default. Suspension shall continue until the default is remedied to Enterprise Services' reasonable satisfaction; *Provided*, however, that, if after thirty (30) days from such a suspension notice, Contractor remains in default, Enterprise Services may terminate Contractor's rights under this Master Contract. All of Contractor's obligations to Enterprise Services and Purchasers survive termination of Contractor's rights under this Master Contract, until such obligations have been fulfilled.
- 13.2. **DEFAULT.** Each of the following events shall constitute default of this Master Contract by Contractor:
- (a) Contractor fails to perform or comply with any of the terms or conditions of this Master Contract including, but not limited to, Contractor's obligation to pay contract management fees when due;
 - (b) Contractor breaches any representation or warranty provided herein; or
 - (c) Contractor enters into proceedings relating to bankruptcy, whether voluntary or involuntary.
- 13.3. **REMEDIES FOR DEFAULT.**
- (a) Enterprise Services' rights to suspend and terminate Contractor's rights under this Master Contract are in addition to all other available remedies.
 - (b) In the event of termination for default, Enterprise Services may exercise any remedy provided by law including, without limitation, the right to procure for all Purchasers replacement goods and/or services. In such event, Contractor shall be liable to Enterprise Services for damages as authorized by law including, but not limited to, any price difference between the Master Contract price and the replacement or cover price as well as any administrative and/or transaction costs directly related to such replacement procurement – e.g., the cost of the competitive procurement.
- 13.4. **LIMITATION ON DAMAGES.** Notwithstanding any provision to the contrary, the parties agree that in no event shall any party or Purchaser be liable to the other for exemplary or punitive damages.
- 13.5. **GOVERNMENTAL TERMINATION.**
- (a) **Termination for Withdrawal of Authority.** Enterprise Services may suspend or terminate this Master Contract if, during the term hereof, Enterprise Services' procurement authority is withdrawn, reduced, or limited such that Enterprise Services, in its judgment, would lack authority to enter into this Master Contract; *Provided*, however, that such suspension or termination for withdrawal of authority shall only be effective upon twenty (20) days prior written notice; and *Provided further*, that such suspension or termination for withdrawal of authority shall not relieve any Purchaser from payment for goods and/or services already ordered as of the effective date of such notice. Except as stated in this provision, in the event

of such suspension or termination for withdrawal of authority, neither Enterprise Services nor any Purchaser shall have any obligation or liability to Contractor.

- (b) Termination for Convenience. Enterprise Services, for convenience, may terminate this Master Contract; *Provided*, however, that such termination for convenience must, in Enterprise Services' judgment, be in the best interest of the State of Washington; and *Provided further*, that such termination for convenience shall only be effective upon sixty (60) days prior written notice; and *Provided further*, that such termination for convenience shall not relieve any Purchaser from payment for goods and/or services already ordered as of the effective date of such notice. Except as stated in this provision, in the event of such termination for convenience, neither Enterprise Services nor any Purchaser shall have any obligation or liability to Contractor.

- 13.6. TERMINATION PROCEDURE. Regardless of basis, in the event of suspension or termination (in full or in part), the parties shall cooperate to ensure an orderly and efficient suspension or termination. Accordingly, Contractor shall deliver to Purchasers all goods and/or services that are complete (or with approval from Enterprise Services, substantially complete) and Purchasers shall inspect, accept, and pay for the same in accordance with this Master Contract and the applicable Purchase Order. Unless directed by Enterprise Services to the contrary, Contractor shall not process any orders after notice of suspension or termination inconsistent therewith.

14. GENERAL PROVISIONS.

- 14.1. TIME IS OF THE ESSENCE. Time is of the essence for each and every provision of this Master Contract.
- 14.2. COMPLIANCE WITH LAW. Contractor shall comply with all applicable law.
- 14.3. INTEGRATED AGREEMENT. This Master Contract constitutes the entire agreement and understanding of the parties with respect to the subject matter and supersedes all prior negotiations, representations, and understandings between them. There are no representations or understandings of any kind not set forth herein.
- 14.4. AMENDMENT OR MODIFICATION. Except as set forth herein, this Master Contract may not be amended or modified except in writing and signed by a duly authorized representative of each party hereto.
- 14.5. AUTHORITY. Each party to this Master Contract, and each individual signing on behalf of each party, hereby represents and warrants to the other that it has full power and authority to enter into this Master Contract and that its execution, delivery, and performance of this Master Contract has been fully authorized and approved, and that no further approvals or consents are required to bind such party.
- 14.6. NO AGENCY. The parties agree that no agency, partnership, or joint venture of any kind shall be or is intended to be created by or under this Master Contract. Neither party is an agent of the other party nor authorized to obligate it.
- 14.7. ASSIGNMENTS. Contractor may not assign its rights under this Master Contract without Enterprise Services' prior written consent and Enterprise Services may consider any attempted assignment without such consent to be void; *Provided*, however, that, if Contractor provides written notice to Enterprise Services within thirty (30) days, Contractor

may assign its rights under this Master Contract in full to any parent, subsidiary, or affiliate of Contractor that controls or is controlled by or under common control with Contractor, is merged or consolidated with Contractor, or purchases a majority or controlling interest in the ownership or assets of Contractor. Unless otherwise agreed, Contractor guarantees prompt performance of all obligations under this Master Contract notwithstanding any prior assignment of its rights.

- 14.8. **BINDING EFFECT; SUCCESSORS & ASSIGNS.** This Master Contract shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and assigns.
- 14.9. **PUBLIC INFORMATION.** This Master Contract and all related documents are subject to public disclosure as required by Washington's Public Records Act, RCW chapter 42.56.
- 14.10. **ASSIGNMENT OF ANTITRUST RIGHTS REGARDING PURCHASED GOODS/SERVICES.** Contractor irrevocably assigns to Enterprise Services, on behalf of the State of Washington, any claim for relief or cause of action which the Contractor now has or which may accrue to the Contractor in the future by reason of any violation of state or federal antitrust laws in connection with any goods and/or services provided in Washington for the purpose of carrying out the Contractor's obligations under this Master Contract, including, at Enterprise Services' option, the right to control any such litigation on such claim for relief or cause of action.
- 14.11. **FEDERAL FUNDS.** To the extent that any Purchaser uses federal funds to purchase goods and/or services pursuant to this Master Contract, such Purchaser shall specify, with its order, any applicable requirement or certification that must be satisfied by Contractor at the time the order is placed or upon delivery.
- 14.12. **SEVERABILITY.** If any provision of this Master Contract is held to be invalid or unenforceable, such provision shall not affect or invalidate the remainder of this Master Contract, and to this end the provisions of this Master Contract are declared to be severable. If such invalidity becomes known or apparent to the parties, the parties agree to negotiate promptly in good faith in an attempt to amend such provision as nearly as possible to be consistent with the intent of this Master Contract.
- 14.13. **WAIVER.** Failure of either party to insist upon the strict performance of any of the terms and conditions hereof, or failure to exercise any rights or remedies provided herein or by law, or to notify the other party in the event of breach, shall not release the other party of any of its obligations under this Master Contract, nor shall any purported oral modification or rescission of this Master Contract by either party operate as a waiver of any of the terms hereof. No waiver by either party of any breach, default, or violation of any term, warranty, representation, contract, covenant, right, condition, or provision hereof shall constitute waiver of any subsequent breach, default, or violation of the same or other term, warranty, representation, contract, covenant, right, condition, or provision.
- 14.14. **SURVIVAL.** All representations, warranties, covenants, agreements, and indemnities set forth in or otherwise made pursuant to this Master Contract shall survive and remain in effect following the expiration or termination of this Master Contract, *Provided*, however, that nothing herein is intended to extend the survival beyond any applicable statute of limitations periods.
- 14.15. **GOVERNING LAW.** The validity, construction, performance, and enforcement of this Master Contract shall be governed by and construed in accordance with the laws of the State of Washington, without regard to its choice of law rules.

- 14.16. JURISDICTION & VENUE. In the event that any action is brought to enforce any provision of this Master Contract, the parties agree to submit to exclusive in personam jurisdiction in Thurston County Superior Court for the State of Washington and agree that in any such action venue shall lie exclusively at Olympia, Washington.
- 14.17. ATTORNEYS' FEES. Should any legal action or proceeding be commenced by either party in order to enforce this Master Contract or any provision hereof, or in connection with any alleged dispute, breach, default, or misrepresentation in connection with any provision herein contained, the prevailing party shall be entitled to recover reasonable attorneys' fees and costs incurred in connection with such action or proceeding, including costs of pursuing or defending any legal action, including, without limitation, any appeal, discovery, or negotiation and preparation of settlement arrangements, in addition to such other relief as may be granted.
- 14.18. FAIR CONSTRUCTION & INTERPRETATION. The provisions of this Master Contract shall be construed as a whole according to their common meaning and not strictly for or against any party and consistent with the provisions contained herein in order to achieve the objectives and purposes of this Master Contract. Each party hereto and its counsel has reviewed and revised this Master Contract and agrees that the normal rules of construction to the effect that any ambiguities are to be resolved against the drafting party shall not be construed in the interpretation of this Master Contract. Each term and provision of this Master Contract to be performed by either party shall be construed to be both a covenant and a condition.
- 14.19. FURTHER ASSURANCES. In addition to the actions specifically mentioned in this Master Contract, the parties shall each do whatever may reasonably be necessary to accomplish the transactions contemplated in this Master Contract including, without limitation, executing any additional documents reasonably necessary to effectuate the provisions and purposes of this Master Contract.
- 14.20. EXHIBITS. All exhibits referred to herein are deemed to be incorporated in this Master Contract in their entirety.
- 14.21. CAPTIONS & HEADINGS. The captions and headings in this Master Contract are for convenience only and are not intended to, and shall not be construed to, limit, enlarge, or affect the scope or intent of this Master Contract nor the meaning of any provisions hereof.
- 14.22. ELECTRONIC SIGNATURES. A signed copy of this Master Contract or any other ancillary agreement transmitted by facsimile, email, or other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original executed copy of this Master Contract or such other ancillary agreement for all purposes.

- 14.23. COUNTERPARTS. This Master Contract may be executed in any number of counterparts, each of which shall be deemed an original and all of which counterparts together shall constitute the same instrument which may be sufficiently evidenced by one counterpart. Execution of this Master Contract at different times and places by the parties shall not affect the validity thereof so long as all the parties hereto execute a counterpart of this Master Contract.

EXECUTED as of the date and year first above written.

STATE OF WASHINGTON
Department of Enterprise Services

Kar-Gor, Inc.
3540 Brooks Ave NE, Bldg 2
Salem, Oregon 97301

By:

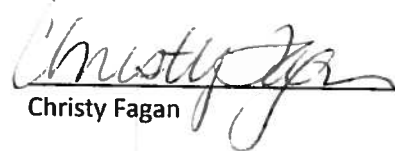


Mark Roush

Its:

Contract Specialist

By:



Christy Fagan

Its:

Contract Administrator

INCLUDED GOODS/SERVICES (CATEGORIES) & PRICES (DISCOUNTS) FOR GOODS/SERVICES

Awarded Manufacturers (Product Lines per your Bid): Axis Communications, FLIR ITS, Intelight, Kar-Gor, Inc., Acyclica Inc.

EXHIBIT E – BID PRICE WITH MANDATORY MANUFACTURERS LIST



INSURANCE REQUIREMENTS

1. **INSURANCE OBLIGATION.** During the Term of this Master Contract, Contractor obtain and maintain in full force and effect, at Contractor's sole expense, the following insurance coverages:
 - a. **COMMERCIAL GENERAL LIABILITY INSURANCE.** Commercial General Liability Insurance (and, if necessary, commercial umbrella liability insurance) covering Bodily Injury and Property Damage on an 'occurrence form' in the amount of not less than \$1,000,000 per occurrence and \$2,000,000 general aggregate. This coverage shall include Contractual Liability insurance for the indemnity provided under this Master Contract.

The limits of all insurance required to be provided by Contractor shall be no less than the minimum amounts specified. Coverage in the amounts of these minimum limits, however, shall not be construed to relieve Contractor from liability in excess of such limits.

A cross-liability clause or separation of insured condition shall be included in all general liability, professional liability, pollution, and errors and omissions policies required by this Master Contract.

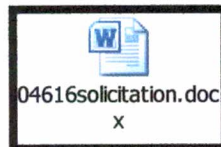
2. **INSURANCE CARRIER RATING.** Coverages provided by the Contractor must be underwritten by an insurance company deemed acceptable to the State of Washington's Office of Risk Management. Insurance coverage shall be provided by companies authorized to do business within the State of Washington and rated A- Class VII or better in the most recently published edition of Best's Insurance Rating. Enterprise Services reserves the right to reject all or any insurance carrier(s) with an unacceptable financial rating.
3. **ADDITIONAL INSURED.** Except for Works' Compensation, Professional Liability, Personal Automobile Liability, and Pollution Liability Insurance, all required insurance shall include the State of Washington and all authorized Purchasers (and their agents, officers, and employees) as an Additional Insureds evidenced by copy of the Additional Insured Endorsement attached to the Certificate of Insurance on such insurance policies.
4. **CERTIFICATE OF INSURANCE.** Upon request by Enterprise Services, Contractor shall furnish to Enterprise Services, as evidence of the insurance coverage required by this Master Contract, a certificate of insurance satisfactory to Enterprise Services that insurance, in the above-stated kinds and minimum amounts, has been secured. A renewal certificate shall be delivered to Enterprise Services no less than ten (10) days prior to coverage expiration. Failure to provide proof of insurance, as required, will result in contract cancellation. All policies and certificates of insurance shall include the Master Contract number stated on the cover of this Master Contract.
5. **PRIMARY COVERAGE.** Contractor's insurance shall apply as primary and shall not seek contribution from any insurance or self-insurance maintained by, or provided to, the additional insureds listed above including, at a minimum, the State of Washington and/or any Purchaser. All insurance or self-insurance of the State of Washington and/or Purchasers shall be excess of any insurance provided by Contractor or subcontractors.

6. **SUBCONTRACTORS.** Contractor shall include all subcontractors as insureds under all required insurance policies, or shall furnish separate Certificates of Insurance and endorsements for each subcontractor. Each subcontractor must comply fully with all insurance requirements stated herein. Failure of any subcontractor to comply with insurance requirements does not limit Contractor's liability or responsibility.
7. **WAIVER OF SUBROGATION.** Contractor waives all rights of subrogation against the State of Washington and any Purchaser for the recovery of damages to the extent such damages are or would be covered by the insurance specified herein.
8. **NOTICE OF CHANGE OR CANCELLATION.** There shall be no cancellation, material change, exhaustion of aggregate limits, or intent not to renew insurance coverage, either in whole or in part, without at least sixty (60) days prior written Legal Notice by Contractor to Enterprise Services. Failure to provide such notice, as required, shall constitute default by Contractor. Any such written notice shall include the Master Contract number stated on the cover of this Master Contract.

STATE OF WASHINGTON Contracts, Procurement, & Risk Management Division Department of Enterprise Services P.O. Box 41411 Olympia, WA 98504-1411	MASTER CONTRACT	
	Contract No.:	04616
	Commodity:	ILLUMINATION, TRAFFIC SIGNAL AND INTELLIGENT TRANSPORTATION SYSTEMS EQUIPMENT
VENDOR Traffic Safety Supply Co. 2324 SE Umatilla St. Portland, OR 97202	Term:	97 MONTHS
	Effective Date:	December 23, 2016

**MASTER CONTRACT
No. 04616**

(Including solicitation, appendices, attachments, amendments and contractor bid documents)



ILLUMINATION, TRAFFIC SIGNAL AND INTELLIGENT TRANSPORTATION SYSTEMS EQUIPMENT

For Use by Eligible Purchasers

By and Between

**STATE OF WASHINGTON
DEPARTMENT OF ENTERPRISE SERVICES**

and

TRAFFIC SAFETY SUPPLY CO.

Dated December 23, 2016

MASTER CONTRACT
No. 04616
ILLUMINATION, TRAFFIC SIGNAL AND INTELLIGENT TRANSPORTATION SYSTEMS EQUIPMENT

This Master Contract ("Master Contract") is made and entered into by and between the State of Washington acting by and through the Department of Enterprise Services, a Washington State governmental agency ("Enterprise Services") and Traffic Safety Supply Co., an Oregon Corporation ("Contractor") and is dated as of December 23, 2016.

RECITALS

- A.** Pursuant to Legislative direction codified in RCW chapter 39.26, Enterprise Services, on behalf of the State of Washington, is authorized to develop, solicit, and establish master contracts for goods and/or services for general use by Washington state agencies and certain other entities (eligible purchasers).
- B.** On behalf of the State of Washington, Enterprise Services, as part of a competitive governmental procurement, issued Invitation for Bid No. 04616 dated October 19, 2016 regarding ILLUMINATION, TRAFFIC SIGNAL AND INTELLIGENT TRANSPORTATION SYSTEMS EQUIPMENT.
- C.** Enterprise Services evaluated all responses to the Invitation for Bid and identified Contractor as an/the apparent successful bidder.
- D.** Enterprise Services has determined that entering into this Master Contract will meet the identified needs and be in the best interest of the State of Washington.
- E.** The purpose of this Master Contract is to enable eligible purchasers to purchase the goods and/or services as set forth herein.

AGREEMENT

NOW THEREFORE, in consideration of the mutual promises, covenants, and conditions set forth herein, the parties hereto hereby agree as follows:

- 1. TERM.** The term of this Master Contract is eight years and one month (97) months, commencing December 23, 2016, in two year increments via options, being unilaterally initiated by DES. Traffic Safety Supply Co., will be notified of the option exercise via e-mail before January 31, 2019 for the first option and every two years thereafter ending January 31, 2025.
- 2. ELIGIBLE PURCHASERS.** This Master Contract may be utilized by any of the following types of entities ("Purchaser"):
 - 2.1. WASHINGTON STATE AGENCIES.** This Master Contract may be utilized by:
 - Washington state agencies, departments, offices, divisions, boards, and commission; and
 - Any the following institutions of higher education: state universities, regional universities, state college, community colleges, and technical colleges.

2.2. MCUA PARTIES. This Master Contract also may be utilized by any of the following types of entities that have executed a Master Contract Usage Agreement with Enterprise Services:

- Political subdivisions (e.g., counties, cities, school districts, public utility districts);
- Federal governmental agencies or entities;
- Public-benefit nonprofit corporations (i.e., § 501(c)(3) nonprofit corporations that receive federal, state, or local funding); and
- Federally-recognized Indian Tribes located in the State of Washington.

2.3 ORCPP. The Master Contract also will be available for use by the Oregon Cooperative Purchasing Program (ORCPP) based on the contractor's acceptance.

3. SCOPE – INCLUDED GOODS/SERVICES AND PRICE.

3.1. CONTRACT SCOPE. Pursuant to this Master Contract, Contractor is authorized to sell all those goods and/or services set forth in *Exhibit E – Bid Price (discount off list) categories from mandatory manufacturers*. Contractor shall not represent to any Purchaser under this Master Contract that Contractor has contractual authority to sell any goods and/or services beyond those set forth in *Exhibit E – Bid Price (discount off list) categories from mandatory manufacturers*.

3.2. STATE'S ABILITY TO MODIFY SCOPE OF MASTER CONTRACT. Subject to mutual agreement between the parties, Enterprise Services reserves the right to modify the goods and/or services included in this Master Contract; *Provided*, however, that any such modification shall be effective only upon thirty (30) days advance written notice; and *Provided further*, that any such modification must be within the scope of this Master Contract.

3.3. ECONOMIC ADJUSTMENT. Contractor(s) will maintain their discount(s) off manufacturers catalogue/list which they bid throughout the life of the contract. Price adjustment will only be through manufacturers catalogue/list pricing changes/updates on annual basis after the contract has been effect for one year.

3.4. PRICE CEILING. Although Contractor may offer lower prices to Purchasers, during the term of this Master Contract, Contractor guarantees to provide the Goods/Services at the discount off list prices set forth in *Exhibit E – Bid Price (discount off list) categories from mandatory manufacturers*.

3.5. MASTER CONTRACT INFORMATION. Enterprise Services shall maintain and provide information regarding this Master Contract, including scope and pricing, to eligible Purchasers.

4. CONTRACTOR REPRESENTATIONS AND WARRANTIES. Contractor makes each of the following representations and warranties as of the effective date of this Master Contract and at the time any order is placed pursuant to this Master Contract. If, at the time of any such order, Contractor cannot make such representations and warranties, Contractor shall not process any orders and shall, within three (3) business days notify Enterprise Services, in writing, of such breach.

4.1. QUALIFIED TO DO BUSINESS. Contractor represents and warrants that it is in good standing and qualified to do business in the State of Washington, that it possesses and shall keep current all required licenses and/or approvals, and that it is current, in full compliance, and has paid all applicable taxes owed to the State of Washington.

- 4.2. **SUSPENSION & DEBARMENT.** Contractor represents and warrants that neither it nor its principals or affiliates presently are debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in any governmental contract by any governmental department or agency within the United States.
- 4.3. **QUALITY OF GOODS OR SERVICES.** Contractor represents and warrants that any goods and/or services sold pursuant to this Master Contract shall be merchantable, shall conform to this Master Contract and Purchaser's Purchase Order, shall be fit and safe for the intended purposes, shall be free from defects in materials and workmanship, and shall be produced and delivered in full compliance with applicable law. Contractor further represents and warrants it has clear title to the goods and that the same shall be delivered free of liens and encumbrances and that the same do not infringe any third party patent. Upon breach of warranty, Contractor will repair or replace (at no charge to Purchaser) any goods and/or services whose nonconformance is discovered and made known to the Contractor. If, in Purchaser's judgment, repair or replacement is inadequate, or fails of its essential purpose, Contractor will refund the full amount of any payments that have been made. The rights and remedies of the parties under this warranty are in addition to any other rights and remedies of the parties provided by law or equity, including, without limitation, actual damages, and, as applicable and awarded under the law, to a prevailing party, reasonable attorneys' fees and costs.
- 4.4. **PROCUREMENT ETHICS & PROHIBITION ON GIFTS.** Contractor represents and warrants that it complies fully with all applicable procurement ethics restrictions including, but not limited to, restrictions against Contractor providing gifts or anything of economic value, directly or indirectly, to Purchasers' employees.
- 4.5. **WASHINGTON'S ELECTRONIC BUSINESS SOLUTION (WEBS).** Contractor represents and warrants that it is registered in Washington's Electronic Business Solution (WEBS), Washington's contract registration system and that, all of its information therein is current and accurate and that throughout the term of this Master Contract, Contractor shall maintain an accurate profile in WEBS.
- 4.6. **STATEWIDE PAYEE DESK.** Contractor represents and warrants that it is registered with the Statewide Payee Desk, which registration is a condition to payment.
- 4.7. **MASTER CONTRACT PROMOTION; ADVERTISING AND ENDORSEMENT.** Contractor represents and warrants that it shall use commercially reasonable efforts both to promote and market the use of this Master Contract with eligible Purchasers and to ensure that those entities that utilize this Master Contract are eligible Purchasers. Contractor understands and acknowledges that neither Enterprise Services nor Purchasers are endorsing Contractor's goods and/or services or suggesting that such goods and/or services are the best or only solution to their needs. Accordingly, Contractor represents and warrants that it shall make no reference to Enterprise Services, any Purchaser, or the State of Washington in any promotional material without the prior written consent of Enterprise Services.
- 4.8. **MASTER CONTRACT TRANSITION.** Contractor represents and warrants that, in the event this Master Contract or a similar contract, is transitioned to another contractor (e.g., Master Contract expiration or termination), Contractor shall use commercially reasonable efforts to assist Enterprise Services for a period of sixty (60) days to effectuate a smooth transition to another contractor to minimize disruption of service and/or costs to the State of Washington.

5. USING THE MASTER CONTRACT – PURCHASES.

- 5.1. ORDERING REQUIREMENTS. Eligible Purchasers shall order goods and/or services from this Master Contract, consistent with the terms hereof and by using any ordering mechanism agreeable both to Contractor and Purchaser but, at a minimum, including the use of a purchase order. When practicable, Contractor and Purchaser also shall use telephone orders, email orders, web-based orders, and similar procurement methods (collectively "Purchaser Order"). All order documents must reference the Master Contract number.
- 5.2. DELIVERY REQUIREMENTS. Contractor must ensure that delivery of goods and/or services will be made as required by this Master Contract, the Purchase Order used by Purchasers, or as otherwise mutually agreed in writing between the Purchaser and Contractor. The following apply to all deliveries:
- (a) Contractor shall make all deliveries to the applicable delivery location specified in the Purchase Order. Such deliveries shall occur during Purchaser's normal work hours and within the time period mutually agreed in writing between Purchaser and Contractor at the time of order placement.
 - (b) Contractor shall ship all goods and/or services purchased pursuant to this Master Contract, freight charges prepaid by Contractor, FOB Purchaser's specified destination with all transportation and handling charges included. Contractor shall bear all risk of loss, damage, or destruction of the goods and/or services ordered hereunder that occurs prior to delivery, except loss or damage attributable to Purchaser's fault or negligence.
 - (c) All packing lists, packages, instruction manuals, correspondence, shipping notices, shipping containers, and other written materials associated with this Master Contract shall be identified by the Master Contract number set forth on the cover of this Master Contract and the applicable Purchaser's Purchase Order number. Packing lists shall be enclosed with each shipment and clearly identify all contents and any backorders.
- 5.3. RECEIPT AND INSPECTION OF GOODS AND/OR SERVICES. Goods and/or services purchased under this Master Contract are subject to Purchaser's reasonable inspection, testing, and approval at Purchaser's destination. Purchaser reserves the right to reject and refuse acceptance of goods and/or services that are not in accordance with this Master Contract and Purchaser's Purchase Order. Purchaser may charge Contractor for the cost of inspecting rejected goods. If there are any apparent defects in the goods and/or services at the time of delivery, Purchaser promptly will notify Contractor. At Purchaser's option, and without limiting any other rights, Purchaser may require Contractor to repair or replace, at Contractor's expense, any or all of the damaged goods and/or services or, at Purchaser's option, Purchaser may note any damage to the goods and/or services on the receiving report, decline acceptance, and deduct the cost of rejected goods and/or services from final payment. Payment for any goods under such Purchase Order shall not be deemed acceptance of the goods.
- 5.4. ON SITE REQUIREMENTS. While on Purchaser's premises, Contractor, its agents, employees, or subcontractors shall comply, in all respects, with Purchaser's physical, fire, access, or other security requirements.

6. INVOICING & PAYMENT.

6.1. **CONTRACTOR INVOICE.** Contractor shall submit to Purchaser's designated invoicing contact properly itemized invoices. Such invoices shall itemize the following:

- (a) Master Contract No. 04616
- (b) Contractor name, address, telephone number, and email address for billing issues (i.e., Contractor Customer Service Representative)
- (c) Contractor's Federal Tax Identification Number
- (d) Date(s) of delivery
- (e) Invoice amount; and
- (f) Payment terms, including any available prompt payment discounts.

Contractor's invoices for payment shall reflect accurate Master Contract prices. Invoices will not be processed for payment until receipt of a complete invoice as specified herein.

6.2. **PAYMENT.** Payment is the sole responsibility of, and will be made by, the Purchaser. Payment is due within thirty (30) days of invoice. If Purchaser fails to make timely payment(s), Contractor may invoice Purchaser in the amount of one percent (1%) per month on the amount overdue or a minimum of \$1. Payment will not be considered late if a check or warrant is mailed within the time specified.

6.3. **OVERPAYMENTS.** Contractor promptly shall refund to Purchaser the full amount of any erroneous payment or overpayment. Such refunds shall occur within thirty (30) days of written notice to Contractor; *Provided*, however, that Purchaser shall have the right to elect to have either direct payments or written credit memos issued. If Contractor fails to make timely payment(s) or issuance of such credit memos, Purchaser may impose a one percent (1%) per month on the amount overdue thirty (30) days after notice to the Contractor.

6.4. **NO ADVANCE PAYMENT.** No advance payments shall be made for any products or services furnished by Contractor pursuant to this Master Contract.

6.5. **NO ADDITIONAL CHARGES.** Unless otherwise specified herein, Contractor shall not include or impose any additional charges including, but not limited to, charges for shipping, handling, or payment processing.

6.6. **TAXES/FEES.** Contractor promptly shall pay all applicable taxes on its operations and activities pertaining to this Master Contract. Failure to do so shall constitute breach of this Master Contract. Unless otherwise agreed, Purchaser shall pay applicable sales tax imposed by the State of Washington on purchased goods and/or services. Contractor, however, shall not make any charge for federal excise taxes and Purchaser agrees to furnish Contractor with an exemption certificate where appropriate.

7. CONTRACT MANAGEMENT.

7.1. **CONTRACT ADMINISTRATION & NOTICES.** Except for legal notices, the parties hereby designate the following contract administrators as the respective single points of contact for purposes of this Master Contract. Enterprise Services' contract administrator shall provide Master Contract oversight. Contractor's contract administrator shall be Contractor's principal contact for business activities under this Master Contract. The parties may change contractor administrators by written notice as set forth below.

Any notices required or desired shall be in writing and sent by U.S. mail, postage prepaid, or sent via email, and shall be sent to the respective addressee at the respective address or email address set forth below or to such other address or email address as the parties may specify in writing:

Enterprise Services

Attn: Mark Roush
Washington Dept. of Enterprise Services
PO Box 41411
Olympia, WA 98504-1411
Tel: (360) 407-9311
Email: mark.roush@des.wa.gov

Contractor

Attn: Jeff Parson
Traffic Safety Supply Co.
2324 SE Umatilla St.
Portland, OR 97202
Tel: 503.235.8531
Email: JPARSON@TSSCO.COM

Notices shall be deemed effective upon the earlier of receipt, if mailed, or, if emailed, upon transmission to the designated email address of said addressee.

- 7.2. CONTRACTOR CUSTOMER SERVICE REPRESENTATIVE. Contractor shall designate a customer service representative (and inform Enterprise Services of the same) who shall be responsible for addressing Purchaser issues pertaining to this Master Contract.
- 7.3. LEGAL NOTICES. Any legal notices required or desired shall be in writing and delivered by U.S. certified mail, return receipt requested, postage prepaid, or sent via email, and shall be sent to the respective addressee at the respective address or email address set forth below or to such other address or email address as the parties may specify in writing:

Enterprise Services

Attn: Legal Services Manager
Washington Dept. of Enterprise Services
PO Box 41411
Olympia, WA 98504-1411
Email: greg.tolbert@des.wa.gov

Contractor

Attn: Jeff Parson
Traffic Safety Supply Co.
2324 SE Umatilla St.
Portland, OR 97202
Tel: 503.235.8531
Email: JPARSON@TSSCO.COM

Notices shall be deemed effective upon the earlier of receipt when delivered, or, if mailed, upon return receipt, or, if emailed, upon transmission to the designated email address of said addressee.

8. CONTRACTOR SALES REPORTING; VENDOR MANAGEMENT FEE; & CONTRACTOR REPORTS.

8.1. **MASTER CONTRACT SALES REPORTING.** Contractor shall report total Master Contract sales quarterly to Enterprise Services, as set forth below.

- (a) **Master Contract Sales Reporting System.** Contractor shall report quarterly Master Contract sales in Enterprise Services' Master Contract Sales Reporting System. Enterprise Services will provide Contractor with a login password and a vendor number. The password and vendor number will be provided to the Sales Reporting Representative(s) listed on Contractor's Bidder Profile.
- (b) **Data.** Each sales report must identify every authorized Purchaser by name as it is known to Enterprise Services and its total combined sales amount invoiced during the reporting period (i.e., sales of an entire agency or political subdivision, not its individual subsections). The "Miscellaneous" option may be used only with prior approval by Enterprise Services. Upon request, Contractor shall provide contact information for all authorized purchasers specified herein during the term of the Master Contract. If there are no Master Contract sales during the reporting period, Contractor must report zero sales.
- (c) **Due dates for Master Contract Sales Reporting.** Quarterly Master Contract Sales Reports must be submitted electronically by the following deadlines for all sales invoiced during the applicable calendar quarter

FOR CALENDAR QUARTER ENDING	MASTER CONTRACT SALES REPORT DUE
March 31:	April 30
June 30:	July 31
September 30:	October 31
December 31:	January 31

8.2. **VENDOR MANAGEMENT FEE.** Contractor shall pay to Enterprise Services a vendor management fee ("VMF") of 1.5 percent on the purchase price for all Contract sales (the purchase price is the total invoice price less applicable sales tax).

- (a) The sum owed by Contractor to Enterprise Services as a result of the VMF is calculated as follows:

Amount owed to Enterprise Services = Total Master Contract sales invoiced (not including sales tax) x .015.

- (b) The 1.5 percent VMF will be shown as a SEPARATE line item on invoices and NOT included in pricing. This allows the VMF to change in the future WITHOUT affecting contract prices. (Since pricing via discount off list was originally bid with a .74% fee include, the amount of the invoiced line item will be .76%)
- (c) The 1.5% rate applies on all sales invoiced after April 1, 2017. The .74% rate applies to all sales invoiced between December 23, 2016(contract inception) and March 31, 2017.
- (d) Enterprise Services will invoice Contractor quarterly based on Master Contract sales reported by Contractor. Contractors are not to remit payment until they receive an invoice from Enterprise Services. Contractor's VMF payment to Enterprise Services must reference this Master Contract number, work request number (if applicable), the year and quarter for which the VMF is being remitted, and the Contractor's name as set forth in this Master Contract, if not already included on the face of the check.
- (e) Failure to accurately report total net sales, to submit a timely usage report, or remit timely payment of the VMF (with malice), may be cause for Master Contract termination or the exercise of other remedies provided by law. Without limiting any other available remedies, the Parties agree that Contractor's failure to remit to Enterprise Services timely payment of the VMF shall obligate Contractor to pay to Enterprise Services, to offset the administrative and transaction costs incurred by the State to identify, process, and collect such, the sum of \$200.00 or twenty-five percent (25%) of the outstanding amount, whichever is greater, or the maximum allowed by law, if less.
- (f) Enterprise Services reserves the right unilaterally, upon thirty (30) days advance written notice, to increase, reduce, or eliminate the VMF for subsequent purchases, per paragraph (b) above not affecting contract prices since it is a separate line item.

8.3. ANNUAL MASTER CONTRACT SALES REPORT. Contractor shall provide to Enterprise Services a detailed annual Master Contract sales report. Such report shall include, at a minimum: Product description, part number or other Product identifier, per unit quantities sold, and Master Contract price. This report must be provided in an electronic format that can be read by MS Excel.

8.4. SMALL BUSINESS INCLUSION. Upon Request by Enterprise Services, Contractor shall provide, within thirty (30) days, an Affidavit of Amounts Paid. Such Affidavit of Amounts Paid either shall state, if applicable, that Contractor still maintains its MWBE certification or state that its subcontractor(s) still maintain(s) its/their MWBE certification(s) and specify the amounts paid to each certified MWBE subcontractor under this Master Contract. Contractor shall maintain records supporting the Affidavit of Amounts Paid in accordance with this Master Contract's records retention requirements.

9. RECORDS RETENTION & AUDITS.

- 9.1. RECORDS RETENTION. Contractor shall maintain books, records, documents, and other evidence pertaining to this Master Contract and orders placed by Purchasers under it to the extent and in such detail as shall adequately reflect performance and administration of payments and fees. Contractor shall retain such records for a period of six (6) years following expiration or termination of this Master Contract or final payment for any order placed by a Purchaser against this Master Contract, whichever is later; *Provided*, however, that if any litigation, claim, or audit is commenced prior to the expiration of this period, such period shall extend until all such litigation, claims, or audits have been resolved.
- 9.2. AUDIT. Enterprise Services reserves the right to audit, or have a designated third party audit, applicable records to ensure that Contractor has properly invoiced Purchasers and that Contractor has paid all applicable contract management fees. Accordingly, Contractor shall permit Enterprise Services, any Purchaser, and any other duly authorized agent of a governmental agency, to audit, inspect, examine, copy and/or transcribe Contractor's books, documents, papers and records directly pertinent to this Master Contract or orders placed by a Purchaser under it for the purpose of making audits, examinations, excerpts, and transcriptions. This right shall survive for a period of six (6) years following expiration or termination of this Master Contract or final payment for any order placed by a Purchaser against this Master Contract, whichever is later; *Provided*, however, that if any litigation, claim, or audit is commenced prior to the expiration of this period, such period shall extend until all such litigation, claims, or audits have been resolved.
- 9.3. OVERPAYMENT OF PURCHASES OR UNDERPAYMENT OF FEES. Without limiting any other remedy available to any Purchaser, Contractor shall (a) reimburse Purchasers for any overpayments inconsistent with the terms of this Master Contract or orders; and (b) reimburse Enterprise Services for any underpayment of fees.

10. INSURANCE.

- 10.1. REQUIRED INSURANCE. During the Term of this Master Contract, Contractor, at its expense, shall maintain in full force and effect the insurance coverages set forth in *Exhibit C – Insurance Requirements*.
- 10.2. WORKERS COMPENSATION. Contractor shall comply with applicable workers compensation statutes and regulations (e.g., RCW Title 51, Industrial Insurance). If Contractor fails to provide industrial insurance coverage or fails to pay premiums or penalties on behalf of its employees as may be required by law, Enterprise Services may terminate this Master Contract. This provision does not waive any of the Washington State Department of Labor and Industries (L&I) rights to collect from Contractor. In addition, Contractor waives its immunity under RCW Title 51 to the extent it is required to indemnify, defend, and hold harmless the State of Washington and its agencies, officials, agents, or employees.

11. CLAIMS.

- 11.1. ASSUMPTION OF RISKS; CLAIMS BETWEEN THE PARTIES. Contractor assumes sole responsibility and all risks of personal injury or property damage to itself and its employees, agents, and Contractors in connection with Contractor's operations under this Master Contract. Enterprise Services has made no representations regarding any factor affecting Contractor's risks. Contractor shall pay for all damage to any Purchaser's property resulting directly or indirectly from its acts or omissions under this Master Contract, even if not attributable to negligence by Contractor or its agents.

11.2. **THIRD-PARTY CLAIMS; INDEMNITY.** To the fullest extent permitted by law, Contractor shall defend, indemnify, and hold harmless Enterprise Services and any Purchaser and their employees and agents from and against all claims, demands, judgments, assessments, damages, penalties, fines, costs, liabilities or losses including, without limitation, sums paid in settlement of claims, attorneys' fees, consultant fees, and expert fees (collectively "claims") arising from any act or omission of Contractor or its successors, agents, and subcontractors under this Master Contract, except claims caused solely by Enterprise Services or any Purchasers' negligence. Contractor shall take all steps needed to keep Purchaser's property free of liens arising from Contractor's activities, and promptly obtain or bond the release of any such liens that may be filed.

12. DISPUTE RESOLUTION. The parties shall cooperate to resolve any dispute pertaining to this Master Contract efficiently, as timely as practicable, and at the lowest possible level with authority to resolve such dispute. If, however, a dispute persists and cannot be resolved, it may be escalated within each organization. In such situation, upon notice by either party, each party, within five (5) business days shall reduce its description of the dispute to writing and deliver it to the other party. The receiving party then shall have three (3) business days to review and respond in writing. In the event that the parties cannot then agree on a resolution of the dispute, the parties shall schedule a conference between the respective senior manager of each organization to attempt to resolve the dispute. In the event the parties cannot agree, either party may resort to court to resolve the dispute.

13. SUSPENSION & TERMINATION; REMEDIES.

13.1. **SUSPENSION & TERMINATION FOR DEFAULT.** Enterprise Services may suspend Contractor's operations under this Master Contract immediately by written cure notice of any default. Suspension shall continue until the default is remedied to Enterprise Services' reasonable satisfaction; *Provided*, however, that, if after thirty (30) days from such a suspension notice, Contractor remains in default, Enterprise Services may terminate Contractor's rights under this Master Contract. All of Contractor's obligations to Enterprise Services and Purchasers survive termination of Contractor's rights under this Master Contract, until such obligations have been fulfilled.

13.2. **DEFAULT.** Each of the following events shall constitute default of this Master Contract by Contractor:

- (a) Contractor fails to perform or comply with any of the terms or conditions of this Master Contract including, but not limited to, Contractor's obligation to pay contract management fees when due;
- (b) Contractor breaches any representation or warranty provided herein; or
- (c) Contractor enters into proceedings relating to bankruptcy, whether voluntary or involuntary.

13.3. **REMEDIES FOR DEFAULT.**

- (a) Enterprise Services' rights to suspend and terminate Contractor's rights under this Master Contract are in addition to all other available remedies.
- (b) In the event of termination for default, Enterprise Services may exercise any remedy provided by law including, without limitation, the right to procure for all Purchasers replacement goods and/or services. In such event, Contractor shall be

liable to Enterprise Services for damages as authorized by law including, but not limited to, any price difference between the Master Contract price and the replacement or cover price as well as any administrative and/or transaction costs directly related to such replacement procurement – e.g., the cost of the competitive procurement.

13.4. **LIMITATION ON DAMAGES.** Notwithstanding any provision to the contrary, the parties agree that in no event shall any party or Purchaser be liable to the other for exemplary or punitive damages.

13.5. **GOVERNMENTAL TERMINATION.**

(a) **Termination for Withdrawal of Authority.** Enterprise Services may suspend or terminate this Master Contract if, during the term hereof, Enterprise Services' procurement authority is withdrawn, reduced, or limited such that Enterprise Services, in its judgment, would lack authority to enter into this Master Contract; *Provided*, however, that such suspension or termination for withdrawal of authority shall only be effective upon twenty (20) days prior written notice; and *Provided further*, that such suspension or termination for withdrawal of authority shall not relieve any Purchaser from payment for goods and/or services already ordered as of the effective date of such notice. Except as stated in this provision, in the event of such suspension or termination for withdrawal of authority, neither Enterprise Services nor any Purchaser shall have any obligation or liability to Contractor.

(b) **Termination for Convenience.** Enterprise Services, for convenience, may terminate this Master Contract; *Provided*, however, that such termination for convenience must, in Enterprise Services' judgment, be in the best interest of the State of Washington; and *Provided further*, that such termination for convenience shall only be effective upon sixty (60) days prior written notice; and *Provided further*, that such termination for convenience shall not relieve any Purchaser from payment for goods and/or services already ordered as of the effective date of such notice. Except as stated in this provision, in the event of such termination for convenience, neither Enterprise Services nor any Purchaser shall have any obligation or liability to Contractor.

13.6. **TERMINATION PROCEDURE.** Regardless of basis, in the event of suspension or termination (in full or in part), the parties shall cooperate to ensure an orderly and efficient suspension or termination. Accordingly, Contractor shall deliver to Purchasers all goods and/or services that are complete (or with approval from Enterprise Services, substantially complete) and Purchasers shall inspect, accept, and pay for the same in accordance with this Master Contract and the applicable Purchase Order. Unless directed by Enterprise Services to the contrary, Contractor shall not process any orders after notice of suspension or termination inconsistent therewith.

14. GENERAL PROVISIONS.

14.1. **TIME IS OF THE ESSENCE.** Time is of the essence for each and every provision of this Master Contract.

14.2. **COMPLIANCE WITH LAW.** Contractor shall comply with all applicable law.

14.3. **INTEGRATED AGREEMENT.** This Master Contract constitutes the entire agreement and understanding of the parties with respect to the subject matter and supersedes all prior

negotiations, representations, and understandings between them. There are no representations or understandings of any kind not set forth herein.

- 14.4. AMENDMENT OR MODIFICATION. Except as set forth herein, this Master Contract may not be amended or modified except in writing and signed by a duly authorized representative of each party hereto.
- 14.5. AUTHORITY. Each party to this Master Contract, and each individual signing on behalf of each party, hereby represents and warrants to the other that it has full power and authority to enter into this Master Contract and that its execution, delivery, and performance of this Master Contract has been fully authorized and approved, and that no further approvals or consents are required to bind such party.
- 14.6. NO AGENCY. The parties agree that no agency, partnership, or joint venture of any kind shall be or is intended to be created by or under this Master Contract. Neither party is an agent of the other party nor authorized to obligate it.
- 14.7. ASSIGNMENTS. Contractor may not assign its rights under this Master Contract without Enterprise Services' prior written consent and Enterprise Services may consider any attempted assignment without such consent to be void; *Provided*, however, that, if Contractor provides written notice to Enterprise Services within thirty (30) days, Contractor may assign its rights under this Master Contract in full to any parent, subsidiary, or affiliate of Contractor that controls or is controlled by or under common control with Contractor, is merged or consolidated with Contractor, or purchases a majority or controlling interest in the ownership or assets of Contractor. Unless otherwise agreed, Contractor guarantees prompt performance of all obligations under this Master Contract notwithstanding any prior assignment of its rights.
- 14.8. BINDING EFFECT; SUCCESSORS & ASSIGNS. This Master Contract shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and assigns.
- 14.9. PUBLIC INFORMATION. This Master Contract and all related documents are subject to public disclosure as required by Washington's Public Records Act, RCW chapter 42.56.
- 14.10. ASSIGNMENT OF ANTITRUST RIGHTS REGARDING PURCHASED GOODS/SERVICES. Contractor irrevocably assigns to Enterprise Services, on behalf of the State of Washington, any claim for relief or cause of action which the Contractor now has or which may accrue to the Contractor in the future by reason of any violation of state or federal antitrust laws in connection with any goods and/or services provided in Washington for the purpose of carrying out the Contractor's obligations under this Master Contract, including, at Enterprise Services' option, the right to control any such litigation on such claim for relief or cause of action.
- 14.11. FEDERAL FUNDS. To the extent that any Purchaser uses federal funds to purchase goods and/or services pursuant to this Master Contract, such Purchaser shall specify, with its order, any applicable requirement or certification that must be satisfied by Contractor at the time the order is placed or upon delivery.
- 14.12. SEVERABILITY. If any provision of this Master Contract is held to be invalid or unenforceable, such provision shall not affect or invalidate the remainder of this Master Contract, and to this end the provisions of this Master Contract are declared to be severable. If such invalidity becomes known or apparent to the parties, the parties agree to negotiate promptly in good faith in an attempt to amend such provision as nearly as possible to be consistent with the intent of this Master Contract.

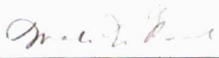
- 14.13. **WAIVER.** Failure of either party to insist upon the strict performance of any of the terms and conditions hereof, or failure to exercise any rights or remedies provided herein or by law, or to notify the other party in the event of breach, shall not release the other party of any of its obligations under this Master Contract, nor shall any purported oral modification or rescission of this Master Contract by either party operate as a waiver of any of the terms hereof. No waiver by either party of any breach, default, or violation of any term, warranty, representation, contract, covenant, right, condition, or provision hereof shall constitute waiver of any subsequent breach, default, or violation of the same or other term, warranty, representation, contract, covenant, right, condition, or provision.
- 14.14. **SURVIVAL.** All representations, warranties, covenants, agreements, and indemnities set forth in or otherwise made pursuant to this Master Contract shall survive and remain in effect following the expiration or termination of this Master Contract, *Provided*, however, that nothing herein is intended to extend the survival beyond any applicable statute of limitations periods.
- 14.15. **GOVERNING LAW.** The validity, construction, performance, and enforcement of this Master Contract shall be governed by and construed in accordance with the laws of the State of Washington, without regard to its choice of law rules.
- 14.16. **JURISDICTION & VENUE.** In the event that any action is brought to enforce any provision of this Master Contract, the parties agree to submit to exclusive in personam jurisdiction in Thurston County Superior Court for the State of Washington and agree that in any such action venue shall lie exclusively at Olympia, Washington.
- 14.17. **ATTORNEYS' FEES.** Should any legal action or proceeding be commenced by either party in order to enforce this Master Contract or any provision hereof, or in connection with any alleged dispute, breach, default, or misrepresentation in connection with any provision herein contained, the prevailing party shall be entitled to recover reasonable attorneys' fees and costs incurred in connection with such action or proceeding, including costs of pursuing or defending any legal action, including, without limitation, any appeal, discovery, or negotiation and preparation of settlement arrangements, in addition to such other relief as may be granted.
- 14.18. **FAIR CONSTRUCTION & INTERPRETATION.** The provisions of this Master Contract shall be construed as a whole according to their common meaning and not strictly for or against any party and consistent with the provisions contained herein in order to achieve the objectives and purposes of this Master Contract. Each party hereto and its counsel has reviewed and revised this Master Contract and agrees that the normal rules of construction to the effect that any ambiguities are to be resolved against the drafting party shall not be construed in the interpretation of this Master Contract. Each term and provision of this Master Contract to be performed by either party shall be construed to be both a covenant and a condition.
- 14.19. **FURTHER ASSURANCES.** In addition to the actions specifically mentioned in this Master Contract, the parties shall each do whatever may reasonably be necessary to accomplish the transactions contemplated in this Master Contract including, without limitation, executing any additional documents reasonably necessary to effectuate the provisions and purposes of this Master Contract.
- 14.20. **EXHIBITS.** All exhibits referred to herein are deemed to be incorporated in this Master Contract in their entirety.

- 14.21. CAPTIONS & HEADINGS. The captions and headings in this Master Contract are for convenience only and are not intended to, and shall not be construed to, limit, enlarge, or affect the scope or intent of this Master Contract nor the meaning of any provisions hereof.
- 14.22. ELECTRONIC SIGNATURES. A signed copy of this Master Contract or any other ancillary agreement transmitted by facsimile, email, or other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original executed copy of this Master Contract or such other ancillary agreement for all purposes.
- 14.23. COUNTERPARTS. This Master Contract may be executed in any number of counterparts, each of which shall be deemed an original and all of which counterparts together shall constitute the same instrument which may be sufficiently evidenced by one counterpart. Execution of this Master Contract at different times and places by the parties shall not affect the validity thereof so long as all the parties hereto execute a counterpart of this Master Contract.

EXECUTED as of the date and year first above written.

STATE OF WASHINGTON
Department of Enterprise Services

Traffic Safety Supply Co.
2324 SE Umatilla St.
Portland, OR 97202

By: 
Mark Roush
Its: Contract Specialist

By: 
Jeff Parson
Its: President

INCLUDED GOODS/SERVICES (CATEGORIES) & PRICES (DISCOUNTS) FOR GOODS/SERVICES

Awarded Manufacturers (Product Lines per your Bid): Addco LLC; AIRSTAR America; Allied Tube & Conduit; Band-It; Information Display Company; TAPCO; Traffic Safety Supply; Xcessories Squared

EXHIBIT E – BID PRICE WITH MANDATORY MANUFACTURERS LIST

 04616_E_TRAFFIC SAFETY SUPPLY CO_	 04616_E_TRAFFIC SAFETY SUPPLY CO_	 04616_E_TRAFFIC SAFETY SUPPLY CO_	 04616_E_TRAFFIC SAFETY SUPPLY CO_
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INSURANCE REQUIREMENTS

1. **INSURANCE OBLIGATION.** During the Term of this Master Contract, Contractor obtain and maintain in full force and effect, at Contractor's sole expense, the following insurance coverages:

- a. **COMMERCIAL GENERAL LIABILITY INSURANCE.** Commercial General Liability Insurance (and, if necessary, commercial umbrella liability insurance) covering Bodily Injury and Property Damage on an 'occurrence form' in the amount of not less than \$1,000,000 per occurrence and \$2,000,000 general aggregate. This coverage shall include Contractual Liability insurance for the indemnity provided under this Master Contract.

The limits of all insurance required to be provided by Contractor shall be no less than the minimum amounts specified. Coverage in the amounts of these minimum limits, however, shall not be construed to relieve Contractor from liability in excess of such limits.

A cross-liability clause or separation of insured condition shall be included in all general liability, professional liability, pollution, and errors and omissions policies required by this Master Contract.

2. **INSURANCE CARRIER RATING.** Coverages provided by the Contractor must be underwritten by an insurance company deemed acceptable to the State of Washington's Office of Risk Management. Insurance coverage shall be provided by companies authorized to do business within the State of Washington and rated A- Class VII or better in the most recently published edition of Best's Insurance Rating. Enterprise Services reserves the right to reject all or any insurance carrier(s) with an unacceptable financial rating.
3. **ADDITIONAL INSURED.** Except for Works' Compensation, Professional Liability, Personal Automobile Liability, and Pollution Liability Insurance, all required insurance shall include the State of Washington and all authorized Purchasers (and their agents, officers, and employees) as an Additional Insureds evidenced by copy of the Additional Insured Endorsement attached to the Certificate of Insurance on such insurance policies.
4. **CERTIFICATE OF INSURANCE.** Upon request by Enterprise Services, Contractor shall furnish to Enterprise Services, as evidence of the insurance coverage required by this Master Contract, a certificate of insurance satisfactory to Enterprise Services that insurance, in the above-stated kinds and minimum amounts, has been secured. A renewal certificate shall be delivered to Enterprise Services no less than ten (10) days prior to coverage expiration. Failure to provide proof of insurance, as required, will result in contract cancellation. All policies and certificates of insurance shall include the Master Contract number stated on the cover of this Master Contract.
5. **PRIMARY COVERAGE.** Contractor's insurance shall apply as primary and shall not seek contribution from any insurance or self-insurance maintained by, or provided to, the additional insureds listed above including, at a minimum, the State of Washington and/or any Purchaser. All insurance or self-insurance of the State of Washington and/or Purchasers shall be excess of any insurance provided by Contractor or subcontractors.

6. **SUBCONTRACTORS.** Contractor shall include all subcontractors as insureds under all required insurance policies, or shall furnish separate Certificates of Insurance and endorsements for each subcontractor. Each subcontractor must comply fully with all insurance requirements stated herein. Failure of any subcontractor to comply with insurance requirements does not limit Contractor's liability or responsibility.
7. **WAIVER OF SUBROGATION.** Contractor waives all rights of subrogation against the State of Washington and any Purchaser for the recovery of damages to the extent such damages are or would be covered by the insurance specified herein.
8. **NOTICE OF CHANGE OR CANCELLATION.** There shall be no cancellation, material change, exhaustion of aggregate limits, or intent not to renew insurance coverage, either in whole or in part, without at least sixty (60) days prior written Legal Notice by Contractor to Enterprise Services. Failure to provide such notice, as required, shall constitute default by Contractor. Any such written notice shall include the Master Contract number stated on the cover of this Master Contract.



Staff Report 024-22

TO: Mayor and City Council

FROM: Eric Holmes, City Manager

DATE: 2/28/2022

SUBJECT Nikkei (formerly known as North Image) Neighborhood Park, construction acceptance and release of retainage bond

Key Points

- Completes the contract with Lee Contracting Inc to make new improvements to Nikkei Park that was awarded May 4, 2020.
- Construction began in June of 2020 and was physically complete in December of 2021.
- Final construction costs for the project are \$1,220,339.85.
- The project had a 5% apprenticeship goal which the contractor was not able to meet.
- A penalty in the amount of \$1,379.85 was applied for not meeting apprenticeship goal reducing the final construction cost to \$1,218,960.00.

Strategic Plan Alignment

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

Present Situation

- Lee Contractors, LLC of Battle Ground, Washington has satisfactorily completed the subject improvements in accordance with the plans and specifications.
- The original construction contract bid amount was \$1,177,447.87. Change orders and quantity adjustments during construction increased the contract amount by 3.6% to \$1,220,339.85.
- This project had a minimum apprenticeship goal of 5% of the utilized labor hours for this project, which corresponded to 183 labor hours required. The contractor delivered a total of 45 apprenticeship labor hours for the project, yielding a percentage of approximately 1% of the total hours used. The contractor was assessed a penalty, that was deducted from their final payment, for the unmet apprenticeship labor hours in the amount of \$1,379.85.

Advantage(s)

1. Completes the City's contractual and statutory process for accepting the project.
2. Formal project acceptance allows for closure on third-party bond claims and facilitates release retainage.

Disadvantage(s)

None

Budget Impact

This project was funded by Park Impact Fees (PIF).

Prior Council Review

City Council approved the contract on May 4, 2020.

Action Requested

On February 28, 2022, accept the Nikkei Neighborhood Park project as constructed by Lee Contractors Inc. of Battle Ground, WA and authorize release of the retainage, subject to receipt of all documentation required by law.

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



Staff Report 025-22

TO: Mayor and City Council

FROM: Eric Holmes, City Manager

DATE: 2/28/2022

SUBJECT Collective Bargaining Agreement with the Office and Professional Employees International (OPEIU), Local 11, AFL-CIO

Key Points

- Three-year agreement (January 1, 2022 to December 31, 2024).
- Rates of pay for 2022 will be adjusted by 4.5% for all classifications.
- Increases will be retroactive to January 1, 2022.
- January 1, 2023 wages are based on the CPI-U Seattle/Tacoma/Bellevue October to October with a minimum of 2% and maximum of 4%.
- January 1, 2024 wages are based on the CPI-U Seattle/Tacoma/Bellevue October to October with a minimum of 2% and maximum of 4%.
- The City will continue to contribute \$1,325.00 per member per month towards Western States Health & Welfare Trust Fund of OPEIU for healthcare.
- Added Juneteenth as a recognized paid holiday and changed the Day After Thanksgiving holiday to Native American Heritage Day.

Strategic Plan Alignment

N/A

Present Situation

The labor agreement between the City and the Office and Professional Employees International (OPEIU), Local 11, AFL-CIO bargaining unit expired on December 31, 2021. The parties were able to work through a collaborative process and consensual decision making on many of the provisions for a new three-year agreement. The new labor agreement was recently ratified by the OPEIU members and is now being brought to Council for approval.

Advantage(s)

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

Disadvantage(s)

There are no known disadvantages to ratifying.

Budget Impact

The 2022 City of Vancouver Budget contains some funding for the increases included in the collective bargaining agreement with the OPEIU. Additional budget will be requested in the first supplemental appropriation to reflect the higher cost associated with this agreement. Based on where inflationary increases are during 2023-2024, the relevant budget will be included in both the City's six-year forecast and in the 2023-2024 Biennial Budget.

Prior Council Review

Adopted 2021-2022 Biennial Budget

Action Requested

Authorize the City Manager or his designee to ratify the January 1, 2022 to December 31, 2024 Collective Bargaining Agreement with the Office and Professional Employees International (OPEIU), Local 11, AFL-CIO, by executing the same.

Dean Perez, HR Deputy Director, 360-487-8406

ATTACHMENTS:

- ▣ COV-OPEIU CBA Redline with Appendices
- ▣ COV-OPEIU CBA Clean with Appendices

AGREEMENT

between

LOCAL 11

**OFFICE & PROFESSIONAL EMPLOYEE
INTERNATIONAL UNION, AFL-CIO**

and

CITY OF VANCOUVER, WASHINGTON

| January 1, ~~2021~~2022 – December 31, ~~2021~~2024

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Office & Professional Employees International Union Local 11, AFL-CIO

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 & 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.

ARTICLE 1. RECOGNITION AND THE BARGAINING UNIT

1.1 The Employer hereby recognizes the Union as the exclusive bargaining representative for the Purposes stated in Chapter 41.56 RCW of all regular full-time and regular part time employees employed within the classifications listed in Appendix “A” of this Agreement and as certified by the State of Washington Public Employment Relations Commission (PERC), but shall exclude all supervisory, temporary, and seasonal 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 this Agreement, Office and Professional Employees International Union, Local 11, (OPEIU), hereinafter referred to as the Union.

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 a Memorandum of Understanding (MOU), a Memorandum of Agreement (MOA) or an addenda, the MOU, MOA or the addenda take precedent over this Agreement.

ARTICLE 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.

ARTICLE 3. RIGHTS OF MANAGEMENT

3.1 The management of the municipal corporation and the direction of the work force 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 Article does not restrict the right of an employee to use the grievance procedure set forth in Article 22 within this Agreement.

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.

ARTICLE 4. UNION SECURITY

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

- 4.1.1 The parties agree that the terms of this Agreement shall apply equally to all employees, as defined in Article 1.1 of this Agreement, and within the bargaining unit. Any bargaining unit employee may authorize the Employer to deduct from their pay the amount of Union membership dues charged by the Union for representation and services provided by the Union. This signed authorization must be in writing and forward to the Human Resources Department.
- 4.1.2 Any bargaining unit employee, as defined in Article 1.1 to this Agreement, who does not want to become a member of the Union, has the voluntary option to pay fair share fees in an amount equal to membership dues. Any member of the bargaining unit may authorize the Employer to deduct from their pay voluntary fair share fees in an amount equal to Union dues charged by the Union. This signed authorization must be in writing and forwarded to the Human Resources Department.
- 4.1.3 Those employees of the Employer as defined in Article 1.1 to this Agreement, who do not wish to become a member of the Union and pay Union dues; or who do not pay voluntary fair share fees to the Union; and who require services beyond bargaining the Agreement; may be charged fees for such services in an amount determined by the Union.

- 4.1.4 Upon completion of the new member orientation, the Union agrees to provide the Employer with the signed Union dues deduction forms for each employee who desires to pay Union dues by payroll deduction; or the signed Union voluntary fair share fee payors form. The Employer will deduct such dues/fees from the wages of those employees and forward them to the Union each month.
- 4.1.5 In the event that an employee covered by this Agreement notifies the Employer that they no longer wish to have dues or have voluntary fair share fees deducted from their pay, the Employer shall notify the Union as soon as possible, via email, but no more than five (5) days of the notification.
- 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, full-time/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, judgements, or liability arising from this Article.

ARTICLE 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 Those 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 their 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.

- 5.3.1 The Union Representative is allowed access to new employees at an agreed upon time by the City and the Union, for the purposes of informing the employee about the exclusive bargaining representative within the first ninety (90) days of the employees start date; and
- 5.3.2 The Union Representative shall have access to new employees once for new employee orientation for no more than thirty (30) minutes; and
- 5.3.3 Access shall occur during the employee's regular working hours at the employee's regular worksite, unless otherwise agreed.
- 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:
- a. Disciplinary matters – One (1) steward/employee representative
 - b. Grievances – Up to two (2) stewards/employee representatives
 - c. Collective Bargaining – Up to four (4) stewards/employee representatives
 - d. Representatives Other Meetings – As mutually agreed to by both parties
- 5.4.1 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.
- 5.4.2 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".
- 5.4.3 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 di 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.

ARTICLE 6. STRIKES, WORK STOPAGES 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 effect 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.

ARTICLE 7. IDENTIFICATION OF JOBS

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

7.2 Job Reclassifications. 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 -a reclassification review for the purpose of determining the appropriate job classification for the revised job.

7.3 New Classifications. 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, they 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 their current range and continue to receive any step increases that are due.

7.3.1 The salary range for the new classification shall be established by the Employer 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.

7.3.2 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.

7.4 If a new classification is established by the City, a notification consisting of the job specification will be provided in writing to the Union.

ARTICLE 8. PROBATION

8.1 A newly hired or rehired employee is subject to a six (6) 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 (6) 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 they are qualified in the same class as, and at the same salary level as, the employee's original position. If the original position is not available, and no other vacant position is available meeting the applicable criteria within 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 within this Agreement.

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 be required to serve a six (6) 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 they are 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 within this Agreement.

ARTICLE 9. SENIORITY

9.1 City Seniority

- 9.1.1 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.
- 9.1.2 No employee will acquire seniority rights for purposes of layoff until completion of the probationary period, at which time their seniority shall be retroactive to their date of hire.
- 9.1.3 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 Bargaining Unit Seniority

- 9.2.1 Bargaining Unit Seniority shall be defined as the employee's most recent date of hire into their respective bargaining unit except for a Civil Service employee and will be used for determining layoff, recall and bumping order.

9.2.2 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.

9.2.3 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.

9.3 Workgroup Seniority

9.3.1 Workgroup seniority shall be based on the total number of days that an employee has worked in a workgroup covered by the collective bargaining agreement.

9.3.2 Workgroup seniority shall be used to determine preference for shift and/or work schedules, overtime and callback

9.3.3 Should the seniority of any two or more employees be equal, the respective seniority rights of such employees shall be determined by bargaining unit seniority as defined in Section 9.2 within this Article.

9.4 Seniority Calculation for Part Time Staff

9.4.1 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 Seniority Calculation for Promotions or Transfers into a New Workgroup

9.5.1 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 if required under Article 8.3 within this Agreement.

ARTICLE 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 meet 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.

10.3 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.

10.4 Placement on an employee list will be on the basis of an examination of the 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.

10.4.1 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.

10.5 Vacant positions may be posted on a simultaneous or internal/external basis, based on the following guidelines:

10.5.1 All applications will be collected directly by the Human Resources Department. The Employer shall view internal applications prior to viewing external applications.

10.5.2 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.

10.5.3 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.

10.5.4 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.

ARTICLE 11. WORK WEEK, HOURS OF WORK

11.1 Work Week. The work week is defined as the period between 12:00 a.m., Sunday through 11:59p.m. the following Saturday, unless otherwise determined for specific employees.

11.2 Work Schedule. The normal assigned work schedule shall be five (5) consecutive workdays 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.

- a. 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.
- b. 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.
- c. 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.
- d. Other work schedules may be determined by mutual agreement of the Union and the Employer.

11.3 Work Day. Each employee's workday begins at the start of their shift and continues for twenty-four (24) hours or until the beginning of their next shift. For payroll purposes, all hours worked on a workday will be paid based on the start of the shift.

11.4 Work Shift. An employee's shift is defined as scheduled working hours within a workday.

11.4.1 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.

Emergency. 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.

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

Day Shift: (second shift): 6:00 a.m. to 5:00 p.m.
Swing Shift (third shift): 3:00 p.m. to 12:00 a.m.
Graveyard Shift (first 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 within this Agreement.

11.4.3 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.

11.5 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.

ARTICLE 12. RATES OF PAY

12.1 Wages. ~~Effective January 1, 2021:~~ All bargaining unit employees ~~shall receive a two percent (2%) increase to their current~~ wage rate ~~and which~~ shall be set forth in Appendix "A" to this Agreement. Salary adjustments shall be calculated from step 1 of range 1.

The ~~2021-2022~~ wage increase shall be paid retroactive to January 1, ~~2021~~2022. ~~Salary schedules for covered classifications will be adjusted by two percent (2%). Salary adjustments shall be calculated from step 1 of range 1.~~

Effective January 1, 2022 Salary Schedules will be adjusted by four and one half percent (4.5%).

Effective January 1, 2023 the 2022 salary schedules for covered classification wages shall be adjusted by 100% of the CPI-U for Seattle/Tacoma/Bellevue for October to October, minimum two percent (2%) and maximum of four percent (4%).

Effective January 1, 2024 the 2023 salary schedules for covered classification wages shall be adjusted by 100% of the CPI-U for Seattle/Tacoma/Bellevue for October to October, minimum two percent (2%) and maximum of four percent (4%).

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. Newly Hired or Rehired Employees will move through the defined salary steps on an annual basis based on the date of hire or rehire.

12.2.1 Newly Hired or Rehired Employees. Employees will move through the defined salary steps on annual basis based on the adjusted salary review date. For example, if an employee is hired between the first (1st) and the fifteenth (15th) of the month, the pay adjustment would be on the first (1st) day of the current month. If an employee is hired between the sixteenth (16th) and the end of the month, the adjustment would be on the first (1st) day of the following month.

12.2.2 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 on the adjusted salary review date 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. In 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 their 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 them to return to work, provided the employee leaves their 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 their 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 (2) 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. When the workgroup seniority list is exhausted, the 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 in this Agreement, 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 within this Article and overtime shall be paid in accordance with Article 12.5 within this Article.

Temporary or seasonal workers (as defined in Article 28 within this Agreement) 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 ½) their normal base rate calculated to the nearest quarter hour, with a quarter (1/4) 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 one hundred and fifty (\$150.00) dollars per week or twenty-one dollars and forty-three cents (\$21.43) per day.

The employee on standby must be fit for duty and able to reach the assigned duty station in forty (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 their 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 ½) 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 their first day of rest, or their 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 ½) their regular rate of pay.
- 12.5.3 Any employee required to work on their second day of rest, or their third day of rest in the case of employees who have three (3) consecutive days of rest, shall be compensated at two (2) times 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 within this Article.
- 12.5.4 All overtime compensation shall be paid in compliance with the requirement 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 ½) 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 Pay

Any employee whose regularly scheduled shift is the third shift (swing shift) as defined in Article 11.4.2 within this Agreement 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 Article 11.4.2 within this Agreement 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-Classification

- 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 five percent (5%) above their 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. 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.

12.7.2 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.

12.7.3 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 ninety percent (90%) of the market rate, the parties agree to meet and confer on those classification(s).

ARTICLE 13. LEAVE BENEFITS

13.1 Paid Time Off (PTO). Employees shall accrue paid time off (PTO) in accordance with the schedule in Appendix B to this Agreement, to be used for vacation, illness or personal business.

13.1.1 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 to this Agreement, at the employee's current rate of pay when they terminated employment. All leave time may be used in a minimum of thirty (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.
- c. After the round(s) of scheduling, additional PTO requests shall be submitted with at least five (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.

13.3.1 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 fifty (50%) percent of their normal semi-monthly compensation from the City. Otherwise, the employee is not eligible for bereavement leave benefits.

Any observed holiday occurring during the 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 or 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.

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.

ARTICLE 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
Juneteenth	June 19
Independence Day	July 4
Labor Day	First Monday in September
Veterans Day	November 11
Thanksgiving Day	Fourth Thursday in November
Day after Thanksgiving Day	Native American Heritage 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. 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 their PTO leave accrual charged.

14.5 Any employee who does not work on a recognized holiday (such as their work location is closed) will receive 8 hours of holiday pay (pro-rated for part-time)

14.6 Any employee for whom a holiday falls on their normal day off shall be granted eight (8) hours into a holiday bank (in lieu of receiving holiday pay) and may schedule the time off in the future on a day mutually agreed upon by the supervisor and the employee.

14.7 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.

ARTICLE 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 Health Insurance. During the term of this agreement, Western States Health & Welfare Trust Fund of OPEIU 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 employee's, 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 Health Insurance 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 Local 11.

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 fourteen (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, ~~2021-2022~~ 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 ~~2021-2024~~ rate, with no annual adjustment applied, in the event a successor agreement is not reached prior to January 1, ~~2022-2025~~. The City will continue to contribute the calculated ~~2021-2024~~ 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 Section 15.4 within this Article 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.

ARTICLE 16. MEDICAL EXAMINATION

The parties recognize that employees have a responsibility to report for 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 their 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 themselves or others.

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

ARTICLE 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 City's Deferred Compensation Plan.

ARTICLE 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 their position shall obtain such certification within the timeline established by the job announcement and/or offer letter, and shall maintain such certification during their 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.

ARTICLE 19. CLOTHING 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.

ARTICLE 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 their 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.

20.1.1 If an employee has been discharged from employment with the City for the loss of their 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 they are qualified if their appeal is successful and their 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 they had at the time they were discharged. Only employees who fit this specific criterion will be given this consideration.

20.2 Notwithstanding the provision of Section 20.1 above, the Employer retains the right to pursue actions under Article 23 within this Agreement for inappropriate workplace behavior which results in an employee's driver's license being revoked or suspended.

20.2.1 If an employee in a job which requires a driver's license has their 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.

ARTICLE 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 sixty percent (60%) of their scheduled work time (based on mandatory monthly self-reporting), the City will provide:

- a. a taxable cash incentive twenty-five dollars (\$25) per month for bicycling, walking, or carpooling to work; or
- b. one hundred percent (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.

21.3.1 Incentives are currently available to all participating employees, regardless of their current work location.

21.3.2 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.

ARTICLE 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 within this Article.

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 ten (10) working days of the supervisor's receipt of the grievance.

Within ten (10) 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.

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 ten (10) working days of the receipt of the Step 1 appeal. The immediate supervisor's manager shall make a decision on the matter within ten (10) 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 unsolved 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 Steward and/or Union Representative within ten (10) working days of receipt of the written grievance and shall render their decision within ten (10) working days of such meeting. Copies of the written decision shall be mailed, emailed or hand-delivered to the aggrieved employee, the Union and the City Manager.

Step 4. If the grievance remains unresolved after the decision has been rendered in Step 3, the Union Representative shall, in writing, deliver an appeal of the Step 3 decision to the City Manager or their 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 their designee shall convene a meeting of the aggrieved, the Union 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 their decision within ten (10) 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 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 to a mutually acceptable arbitrator as hereinafter provided. If the Union wishes to proceed to arbitration, such notice must be provided by the Union 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.

22.3.1 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 the 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.

22.3.2 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 are unable to agree on an arbitrator, the arbitrator shall be selected by the process of alternately striking from a panel of seven (7) 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.

22.3.3 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 this Agreement and shall not have jurisdiction to add to, detract from, or alter in any way, the provisions of this Agreement.

22.3.4 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.

ARTICLE 23. EMPLOYEE DISCIPLINE AND TERMINATION

23.1 The Employer may discipline or terminate any newly hired or rehired employee at any time during the initial probationary period, with or without cause, and such discipline or termination shall not be subject to the grievance procedure as outlined in Article 22 within this Agreement.

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 termination. 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 termination 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 termination of employment.

23.6 The Employer shall not utilize formal written peer performance evaluations for the purpose of discussing or imposing disciplinary actions.

ARTICLE 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 their written comments to the performance evaluation report. Employee comments must be attached and submitted with the signed performance evaluation to Human Resources.

ARTICLE 25. LAYOFF, ALTERNATIVES TO LAYOFF AND RECALL

25.1 Layoff. 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 changes 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.

At the discretion of the City, these considerations may include:

- a. Termination of temporary, seasonal, newly hired probationary employees and part-time employees in the job classification, work group, division or program areas being reduced.
- b. Transfer or voluntary demotion to a vacant, available position. An employee may be eligible for a transfer provided that they meet the qualifications for the job. If more than one employee is eligible for transfer or demotion, it shall be based on seniority in accordance with Article 9.2 within the Agreement.
- c. Temporary reduction of work hours including reduced work weeks and furloughs.

25.2.1 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 and may serve a probationary period. Terms and conditions are provided of transfers are provided in Articles 8.3 and 9.5 within this Agreement.

b. Voluntary 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. Terms and conditions of demotions are provided in Articles 8.2 and 9.5 within this Agreement.

25.3 Layoff Process. Generally, after the City has identified the department, division, program area, workgroup, or job classification being reduced, layoffs will be made as follows:

- a. Temporary, seasonal, newly hired probationary employees and part-time employees shall be laid-off prior to regular status, full-time employees.
- b. The order in which employees will be laid off shall be determined based on seniority in accordance with Article 9.2 within the Agreement
- c. Any exception to this will be mutually agreed to by the Union and the City.

25.4 Bumping Rights. When an employee is identified for a layoff or reduction-in-force, they shall be permitted based on bargaining unit seniority to move into a job or classification which they currently hold or have previously held, provided that the employee meets the qualifications for the job.

In doing so, they may “bump” only into the position held by the least senior employee in that job or classification, not any less senior employee within the bargaining unit. For purposes of bumping, seniority is based on time spent within the bargaining unit. Bumping may only occur within the same bargaining unit.

25.4.1 The rules for layoff and bumping for Support Specialists are outlined in Appendix “C” to this Agreement.

25.4.2 The rules for layoff and bumping for Engineering Technicians are outlined in Appendix “D” to this Agreement.

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 to 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, they must notify Human Resources in writing of their 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 Probation Period. An employee who has transferred or voluntarily demoted as an alternative to layoff pursuant to 25.2(b) within this Article or has bumped into a new position as an alternative to layoff pursuant to 25.4 with this Article may serve a six (6) month probationary period. An employee who fails to perform the functions of the new position during probation will be laid off and will be placed on the recall list. Such employees will only be eligible for recall 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 within this Agreement.

25.8 Recall. Employees who have been laid off, transferred or voluntarily demoted 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.

25.8.1 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 bargaining unit seniority as defined in 9.2 within this Article 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.

25.8.2 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 the layoff.

25.8.3 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.

25.8.4 Once an employee on the recall list is offered recall, the employee must respond in writing to the City 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.

25.8.5 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 and seniority dates 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 they were 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.

25.10 Disputes regarding movement and/or reassignment under this Article may not be advanced beyond step 3 of the grievance procedure in Article 22 within this Agreement.

ARTICLE 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.

ARTICLE 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.

27.2 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 Representative.

27.3 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.

ARTICLE 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.

ARTICLE 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.

ARTICLE 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.

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.

ARTICLE 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.

ARTICLE 33. TERMINATION AND RENEWAL

33.1 This Agreement and all attachments hereto shall be in full force and effect from January 1, ~~2021-2022~~ through December 31, ~~2021-2024~~, 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.

33.3 Not later than September 15, ~~2021-2024~~ the parties shall meet to negotiate a successor Agreement and meeting dates shall be scheduled by mutual agreement.

Dated this _____ day of _____, 2020.

**THE CITY OF VANCOUVER,
WASHINGTON**

**OFFICE & PROFESSIONAL
EMPLOYEES LOCAL 11**

Eric Holmes,
City Manager

Maureen Goldberg,
Executive Secretary Treasurer

Lisa Takach
HR Director

~~Karyn Morrison~~ Doug Luse,
Union Representative

~~Olivia Glassow,~~
Union Representative

Dan Mattson, Union Steward

Brihtani Lassiter-Burgoyne, Union Steward

Angela Williams, Union Steward



OG/cw
opeiu11/afl-cio

Approved as to form:

Jonathan Young, City Attorney

Attest:

Natasha Ramras, City Clerk



OG/cw
opeiu11/afl-cio

APPENDIX A – CLASSIFICATION AND RATES OF PAY

Salary Range Structure:

2.5% between ranges; 3.5% spread between steps 1 through 7; 4% spread between steps 7 and 8

OPEIU 2021-2022 Salary Ranges									
January 1, 2021-2022 through December 31, 20212022									
Range	Classification	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8
1		\$ 3,003 <u>3,13</u> <u>8</u>	\$ 3,109 <u>3,24</u> <u>9</u>	\$ 3,217 <u>3,36</u> <u>2</u>	\$ 3,330 <u>3,48</u> <u>0</u>	\$ 3,447 <u>3,60</u> <u>2</u>	\$ 3,568 <u>3,72</u> <u>9</u>	\$ 3,692 <u>3,85</u> <u>8</u>	\$ 3,840 <u>4,01</u> <u>3</u>
2		\$ 3,078 <u>3,21</u> <u>7</u>	\$ 3,186 <u>3,32</u> <u>9</u>	\$ 3,298 <u>3,44</u> <u>6</u>	\$ 3,414 <u>3,56</u> <u>8</u>	\$ 3,533 <u>3,69</u> <u>2</u>	\$ 3,657 <u>3,82</u> <u>2</u>	\$ 3,785 <u>3,95</u> <u>5</u>	\$ 3,936 <u>4,11</u> <u>3</u>
3	Mailroom Clerk Support Specialist I	\$ 3,155 <u>3,29</u> <u>7</u>	\$ 3,266 <u>3,41</u> <u>3</u>	\$ 3,380 <u>3,53</u> <u>2</u>	\$ 3,499 <u>3,65</u> <u>6</u>	\$ 3,622 <u>3,78</u> <u>5</u>	\$ 3,749 <u>3,91</u> <u>8</u>	\$ 3,879 <u>4,05</u> <u>4</u>	\$ 4,035 <u>4,21</u> <u>7</u>
4		\$ 3,235 <u>3,38</u> <u>1</u>	\$ 3,348 <u>3,49</u> <u>9</u>	\$ 3,465 <u>3,62</u> <u>1</u>	\$ 3,586 <u>3,74</u> <u>7</u>	\$ 3,712 <u>3,87</u> <u>9</u>	\$ 3,841 <u>4,01</u> <u>4</u>	\$ 3,975 <u>4,15</u> <u>4</u>	\$ 4,134 <u>4,32</u> <u>0</u>
5		\$ 3,315 <u>3,46</u> <u>4</u>	\$ 3,431 <u>3,58</u> <u>5</u>	\$ 3,552 <u>3,71</u> <u>2</u>	\$ 3,676 <u>3,84</u> <u>1</u>	\$ 3,805 <u>3,97</u> <u>6</u>	\$ 3,937 <u>4,11</u> <u>4</u>	\$ 4,075 <u>4,25</u> <u>8</u>	\$ 4,238 <u>4,42</u> <u>9</u>
6	Accounting Clerk I	\$ 3,399 <u>3,55</u> <u>2</u>	\$ 3,518 <u>3,67</u> <u>6</u>	\$ 3,640 <u>3,80</u> <u>4</u>	\$ 3,768 <u>3,93</u> <u>8</u>	\$ 3,900 <u>4,07</u> <u>6</u>	\$ 4,037 <u>4,21</u> <u>9</u>	\$ 4,178 <u>4,36</u> <u>6</u>	\$ 4,345 <u>4,54</u> <u>1</u>
7	Facilities Assistant (WREC) Utility Clerk	\$ 3,483 <u>3,64</u> <u>0</u>	\$ 3,605 <u>3,76</u> <u>7</u>	\$ 3,732 <u>3,90</u> <u>0</u>	\$ 3,862 <u>4,03</u> <u>6</u>	\$ 3,996 <u>4,17</u> <u>6</u>	\$ 4,137 <u>4,32</u> <u>3</u>	\$ 4,282 <u>4,47</u> <u>5</u>	\$ 4,453 <u>4,65</u> <u>3</u>
8		\$ 3,571 <u>3,73</u> <u>2</u>	\$ 3,695 <u>3,86</u> <u>1</u>	\$ 3,825 <u>3,99</u> <u>7</u>	\$ 3,959 <u>4,13</u> <u>7</u>	\$ 4,097 <u>4,28</u> <u>1</u>	\$ 4,241 <u>4,43</u> <u>2</u>	\$ 4,389 <u>4,58</u> <u>7</u>	\$ 4,565 <u>4,77</u> <u>0</u>
9	Facilities Assistant (Recreation)	\$ 3,660 <u>3,82</u> <u>5</u>	\$ 3,788 <u>3,95</u> <u>8</u>	\$ 3,920 <u>4,09</u> <u>6</u>	\$ 4,058 <u>4,24</u> <u>1</u>	\$ 4,200 <u>4,38</u> <u>9</u>	\$ 4,347 <u>4,54</u> <u>3</u>	\$ 4,497 <u>4,69</u> <u>9</u>	\$ 4,678 <u>4,88</u> <u>9</u>

	Support Specialist II Parking Enforcement Officer Parking Officer								
10	Parking Maintenance Worker	\$ 3,751 <u>3,92</u> 0	\$ 3,882 <u>4,05</u> 7	\$ 4,018 <u>4,19</u> 9	\$ 4,159 <u>4,34</u> 6	\$ 4,305 <u>4,49</u> 9	\$ 4,455 <u>4,65</u> 5	\$ 4,611 <u>4,81</u> 8	\$ 4,795 <u>5,01</u> 1
11		\$ 3,844 <u>4,01</u> 7	\$ 3,980 <u>4,15</u> 9	\$ 4,119 <u>4,30</u> 4	\$ 4,263 <u>4,45</u> 5	\$ 4,413 <u>4,61</u> 2	\$ 4,567 <u>4,77</u> 3	\$ 4,727 <u>4,94</u> 0	\$ 4,916 <u>5,13</u> 7
12	Accounting Clerk II Customer Service Representative Permit Specialist I	\$ 3,940 <u>4,11</u> 7	\$ 4,078 <u>4,26</u> 2	\$ 4,222 <u>4,41</u> 2	\$ 4,370 <u>4,56</u> 7	\$ 4,523 <u>4,72</u> 7	\$ 4,680 <u>4,89</u> 1	\$ 4,845 <u>5,06</u> 3	\$ 5,038 <u>5,26</u> 5
13	Material Control Coordinator Program Coordinator I Records Specialist Police Records Specialist Support Specialist III Utility Customer Service Representative Utility Service Inspector	\$ 4,040 <u>4,22</u> 2	\$ 4,181 <u>4,36</u> 9	\$ 4,327 <u>4,52</u> 2	\$ 4,478 <u>4,68</u> 0	\$ 4,635 <u>4,84</u> 4	\$ 4,797 <u>5,01</u> 3	\$ 4,965 <u>5,18</u> 8	\$ 5,163 <u>5,39</u> 5
14	Police Service Technician	\$ 4,141 <u>4,32</u> 7	\$ 4,285 <u>4,47</u> 8	\$ 4,435 <u>4,63</u> 5	\$ 4,591 <u>4,79</u> 8	\$ 4,751 <u>4,96</u> 5	\$ 4,918 <u>5,13</u> 9	\$ 5,090 <u>5,31</u> 9	\$ 5,294 <u>5,53</u> 2
15		\$ 4,244 <u>4,43</u> 5	\$ 4,392 <u>4,59</u> 0	\$ 4,546 <u>4,75</u> 1	\$ 4,705 <u>4,91</u> 7	\$ 4,871 <u>5,09</u> 0	\$ 5,040 <u>5,26</u> 7	\$ 5,216 <u>5,45</u> 1	\$ 5,424 <u>5,66</u> 8
16	Engineering Tech I Senior Accounting Clerk Senior Customer Service Representative	\$ 4,350 <u>4,54</u> 6	\$ 4,503 <u>4,70</u> 6	\$ 4,660 <u>4,87</u> 0	\$ 4,823 <u>5,04</u> 0	\$ 4,991 <u>5,21</u> 6	\$ 5,165 <u>5,39</u> 7	\$ 5,348 <u>5,58</u> 9	\$ 5,562 <u>5,81</u> 2
17		\$ 4,458 <u>4,65</u> 9	\$ 4,616 <u>4,82</u> 4	\$ 4,777 <u>4,99</u> 2	\$ 4,944 <u>5,16</u> 6	\$ 5,116 <u>5,34</u> 6	\$ 5,296 <u>5,53</u> 4	\$ 5,479 <u>5,72</u> 6	\$ 5,700 <u>5,95</u> 7

	Construction Inspector I Payroll Analyst Senior Utility Customer Service Representative								
18	Evidence Technician Lead Police Records Specialist Permit Specialist II	\$ 4,5704,77 6	\$ 4,7304,94 3	\$ 4,8955,11 5	\$ 5,0675,29 5	\$ 5,2455,48 1	\$ 5,4265,67 0	\$ 5,6185,87 1	\$ 5,8436,10 6
19		\$ 4,6854,89 6	\$ 4,8485,06 6	\$ 5,0185,24 4	\$ 5,1945,42 8	\$ 5,3745,61 6	\$ 5,5645,81 4	\$ 5,7596,01 8	\$ 5,9886,25 7
20		\$ 4,8025,01 8	\$ 4,9705,19 4	\$ 5,1445,37 5	\$ 5,3225,56 1	\$ 5,5115,75 9	\$ 5,7025,95 9	\$ 5,9026,16 8	\$ 6,1386,41 4
21	Public Records Officer	\$ 4,9235,14 5	\$ 5,0945,32 3	\$ 5,2715,50 8	\$ 5,4575,70 3	\$ 5,6475,90 1	\$ 5,8456,10 8	\$ 6,0516,32 3	\$ 6,2926,57 5
22	Evidence Coordinator Engineering Technician II Surveyor	\$ 5,0445,27 1	\$ 5,2205,45 5	\$ 5,4055,64 8	\$ 5,5935,84 5	\$ 5,7896,05 0	\$ 5,9936,26 3	\$ 6,2026,48 1	\$ 6,4496,73 9
23	Construction Inspector II Lead Permit Specialist	\$ 5,1705,40 3	\$ 5,3525,59 3	\$ 5,5385,78 7	\$ 5,7335,99 1	\$ 5,9336,20 0	\$ 6,1406,41 6	\$ 6,3566,64 2	\$ 6,6116,90 8
24		\$ 5,3015,54 0	\$ 5,4855,73 2	\$ 5,6775,93 2	\$ 5,8766,14 0	\$ 6,0826,35 6	\$ 6,2946,57 7	\$ 6,5156,80 8	\$ 6,7767,08 1
25	Crime Analyst	\$ 5,4325,67 6	\$ 5,6235,87 6	\$ 5,8206,08 2	\$ 6,0236,29 4	\$ 6,2336,51 3	\$ 6,4536,74 3	\$ 6,6786,97 9	\$ 6,9467,25 9
26	Senior Engineering Technician Senior Surveyor	\$ 5,5695,82 0	\$ 5,7656,02 4	\$ 5,9656,23 3	\$ 6,1746,45 2	\$ 6,3906,67 8	\$ 6,6146,91 2	\$ 6,8457,15 3	\$ 7,1207,44 0
27		\$ 5,7085,96 5	\$ 5,9086,17 4	\$ 6,1156,39 0	\$ 6,3296,61 4	\$ 6,5496,84 4	\$ 6,7797,08 4	\$ 7,0177,33 3	\$ 7,2987,62 6

	Senior Construction Inspector								
28	Engineering Specialist Survey Specialist	\$ 5,850 <u>6,113</u>	\$ 6,055 <u>6,327</u>	\$ 6,267 <u>6,549</u>	\$ 6,487 <u>6,779</u>	\$ 6,715 <u>7,017</u>	\$ 6,948 <u>7,261</u>	\$ 7,192 <u>7,516</u>	\$ 7,479 <u>7,816</u>
29	Construction Inspection Specialist	\$ 5,997 <u>6,267</u>	\$ 6,206 <u>6,485</u>	\$ 6,423 <u>6,712</u>	\$ 6,649 <u>6,948</u>	\$ 6,882 <u>7,192</u>	\$ 7,122 <u>7,442</u>	\$ 7,372 <u>7,704</u>	\$ 7,667 <u>8,012</u>
30		\$ 6,148 <u>6,425</u>	\$ 6,363 <u>6,649</u>	\$ 6,585 <u>6,881</u>	\$ 6,814 <u>7,121</u>	\$ 7,053 <u>7,370</u>	\$ 7,300 <u>7,629</u>	\$ 7,555 <u>7,895</u>	\$ 7,857 <u>8,211</u>

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 (Based on 8 hour day)						
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)	
10 -5	18.34	27.5	440	55	608	76
65 +10	20.34	30.5	488	61	656	82
11 10+-15	22.34	33.5	536	67	704	88
16 15+-20	24.34	36.5	584	73	752	94
21 0+	26.34	39.5	632	79	800	100

EMPLOYEE PAID TIME OFF (PTO) ACCRUAL SCHEDULE						
Based on an 8 hour day						
For employees hired on or after March 24, 2003						
During Year of Service	Hours Per Month	Days Per Year	Maximum Payout at Separation		Maximum Accumulation Hours/Days	
10 -2	15	22.5	360	45	528	66
32 +5	18.34	27.5	440	55	608	76
65 +10	20.34	30.5	488	61	656	82
11 10+-15	22.34	33.5	536	67	704	88
16 15+-20	24.34	36.5	584	73	752	94
21 0+	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. They 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 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.

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, Senior 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 Senior Engineering Technician, 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. A Senior Engineering Technician may bump the least senior Senior Engineering Technician 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 Senior Engineering Technician available to be bumped, then the Senior Engineering Technician 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. 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. They would also be permitted to bump a less than 1.0 FTE employee, provided that person is the least senior.
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 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

between

LOCAL 11

**OFFICE & PROFESSIONAL EMPLOYEE
INTERNATIONAL UNION, AFL-CIO**

and

CITY OF VANCOUVER, WASHINGTON

January 1, 2022 – December 31, 2024

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Office & Professional Employees International Union Local 11, AFL-CIO

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 & 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.

ARTICLE 1. RECOGNITION AND THE BARGAINING UNIT

1.1 The Employer hereby recognizes the Union as the exclusive bargaining representative for the Purposes stated in Chapter 41.56 RCW of all regular full-time and regular part time employees employed within the classifications listed in Appendix “A” of this Agreement and as certified by the State of Washington Public Employment Relations Commission (PERC), but shall exclude all supervisory, temporary, and seasonal 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 this Agreement, Office and Professional Employees International Union, Local 11, (OPEIU), hereinafter referred to as the Union.

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 a Memorandum of Understanding (MOU), a Memorandum of Agreement (MOA) or an addenda, the MOU, MOA or the addenda take precedent over this Agreement.

ARTICLE 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.

ARTICLE 3. RIGHTS OF MANAGEMENT

3.1 The management of the municipal corporation and the direction of the work force 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 Article does not restrict the right of an employee to use the grievance procedure set forth in Article 22 within this Agreement.

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.

ARTICLE 4. UNION SECURITY

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

4.1.1 The parties agree that the terms of this Agreement shall apply equally to all employees, as defined in Article 1.1 of this Agreement, and within the bargaining unit. Any bargaining unit employee may authorize the Employer to deduct from their pay the amount of Union membership dues charged by the Union for representation and services provided by the Union. This signed authorization must be in writing and forward to the Human Resources Department.

4.1.2 Any bargaining unit employee, as defined in Article 1.1 to this Agreement, who does not want to become a member of the Union, has the voluntary option to pay fair share fees in an amount equal to membership dues. Any member of the bargaining unit may authorize the Employer to deduct from their pay voluntary fair share fees in an amount equal to Union dues charged by the Union. This signed authorization must be in writing and forwarded to the Human Resources Department.

4.1.3 Those employees of the Employer as defined in Article 1.1 to this Agreement, who do not wish to become a member of the Union and pay Union dues; or who do not pay voluntary fair share fees to the Union; and who require services beyond bargaining the Agreement; may be charged fees for such services in an amount determined by the Union.

- 4.1.4 Upon completion of the new member orientation, the Union agrees to provide the Employer with the signed Union dues deduction forms for each employee who desires to pay Union dues by payroll deduction; or the signed Union voluntary fair share fee payors form. The Employer will deduct such dues/fees from the wages of those employees and forward them to the Union each month.
- 4.1.5 In the event that an employee covered by this Agreement notifies the Employer that they no longer wish to have dues or have voluntary fair share fees deducted from their pay, the Employer shall notify the Union as soon as possible, via email, but no more than five (5) days of the notification.
- 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, full-time/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, judgements, or liability arising from this Article.

ARTICLE 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 Those 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 their 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.

- 5.3.1 The Union Representative is allowed access to new employees at an agreed upon time by the City and the Union, for the purposes of informing the employee about the exclusive bargaining representative within the first ninety (90) days of the employees start date; and
 - 5.3.2 The Union Representative shall have access to new employees once for new employee orientation for no more than thirty (30) minutes; and
 - 5.3.3 Access shall occur during the employee's regular working hours at the employee's regular worksite, unless otherwise agreed.
- 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:
- a. Disciplinary matters – One (1) steward/employee representative
 - b. Grievances – Up to two (2) stewards/employee representatives
 - c. Collective Bargaining – Up to four (4) stewards/employee representatives
 - d. Representatives Other Meetings – As mutually agreed to by both parties
- 5.4.1 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.
 - 5.4.2 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".
 - 5.4.3 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 di 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.

ARTICLE 6. STRIKES, WORK STOPAGES 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 effect 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.

ARTICLE 7. IDENTIFICATION OF JOBS

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

7.2 Job Reclassifications. 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 a reclassification review for the purpose of determining the appropriate job classification for the revised job.

7.3 New Classifications. 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, they 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 their current range and continue to receive any step increases that are due.

7.3.1 The salary range for the new classification shall be established by the Employer 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.

7.3.2 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.

7.4 If a new classification is established by the City, a notification consisting of the job specification will be provided in writing to the Union.

ARTICLE 8. PROBATION

8.1 A newly hired or rehired employee is subject to a six (6) 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 (6) 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 they are qualified in the same class as, and at the same salary level as, the employee's original position. If the original position is not available, and no other vacant position is available meeting the applicable criteria within 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 within this Agreement.

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 be required to serve a six (6) 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 they are 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 within this Agreement.

ARTICLE 9. SENIORITY

9.1 City Seniority

- 9.1.1 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.
- 9.1.2 No employee will acquire seniority rights for purposes of layoff until completion of the probationary period, at which time their seniority shall be retroactive to their date of hire.
- 9.1.3 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 Bargaining Unit Seniority

- 9.2.1 Bargaining Unit Seniority shall be defined as the employee's most recent date of hire into their respective bargaining unit except for a Civil Service employee and will be used for determining layoff, recall and bumping order.

9.2.2 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.

9.2.3 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.

9.3 Workgroup Seniority

9.3.1 Workgroup seniority shall be based on the total number of days that an employee has worked in a workgroup covered by the collective bargaining agreement.

9.3.2 Workgroup seniority shall be used to determine preference for shift and/or work schedules, overtime and callback

9.3.3 Should the seniority of any two or more employees be equal, the respective seniority rights of such employees shall be determined by bargaining unit seniority as defined in Section 9.2 within this Article.

9.4 Seniority Calculation for Part Time Staff

9.4.1 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 Seniority Calculation for Promotions or Transfers into a New Workgroup

9.5.1 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 if required under Article 8.3 within this Agreement.

ARTICLE 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 meet 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.

10.3 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.

10.4 Placement on an employee list will be on the basis of an examination of the 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.

10.4.1 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.

10.5 Vacant positions may be posted on a simultaneous or internal/external basis, based on the following guidelines:

10.5.1 All applications will be collected directly by the Human Resources Department. The Employer shall view internal applications prior to viewing external applications.

10.5.2 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.

10.5.3 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.

10.5.4 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.

ARTICLE 11. WORK WEEK, HOURS OF WORK

11.1 Work Week. The work week is defined as the period between 12:00 a.m., Sunday through 11:59p.m. the following Saturday, unless otherwise determined for specific employees.

11.2 Work Schedule. The normal assigned work schedule shall be five (5) consecutive workdays 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.

- a. 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.
- b. 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.
- c. 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.
- d. Other work schedules may be determined by mutual agreement of the Union and the Employer.

11.3 Work Day. Each employee's workday begins at the start of their shift and continues for twenty-four (24) hours or until the beginning of their next shift. For payroll purposes, all hours worked on a workday will be paid based on the start of the shift.

11.4 Work Shift. An employee's shift is defined as scheduled working hours within a workday.

11.4.1 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.

Emergency. 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.

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

Day Shift: (second shift):	6:00 a.m. to 5:00 p.m.
Swing Shift (third shift):	3:00 p.m. to 12:00 a.m.
Graveyard Shift (first 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 within this Agreement.

11.4.3 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.

11.5 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.

ARTICLE 12. RATES OF PAY

12.1 Wages. All bargaining unit employees wage rate shall be set forth in Appendix "A" to this Agreement. Salary adjustments shall be calculated from step 1 of range 1.

The 2022 wage increase shall be paid retroactive to January 1, 2022.

Effective January 1, 2022 Salary Schedules will be adjusted by four and one half percent (4.5%).

Effective January 1, 2023 the 2022 salary schedules for covered classification wages shall be adjusted by 100% of the CPI-U for Seattle/Tacoma/Bellevue for October to October, minimum two percent (2%) and maximum of four percent (4%).

Effective January 1, 2024 the 2023 salary schedules for covered classification wages shall be adjusted by 100% of the CPI-U for Seattle/Tacoma/Bellevue for October to October, minimum two percent (2%) and maximum of four percent (4%).

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. Newly Hired or Rehired Employees will move through the defined salary steps on an annual basis based on the date of hire or rehire.

12.2.1 Newly Hired or Rehired Employees. Employees will move through the defined salary steps on annual basis based on the adjusted salary review date. For example, if an employee is hired between the first (1st) and the fifteenth (15th) of the month, the pay adjustment would be on the first (1st) day of the current month. If an employee is hired between the sixteenth (16th) and the end of the month, the adjustment would be on the first (1st) day of the following month.

12.2.2 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 on the adjusted salary review date 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. In 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 their 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 them to return to work, provided the employee leaves their 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 their 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 (2) 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. When the workgroup seniority list is exhausted, the 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 in this Agreement, 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 within this Article and overtime shall be paid in accordance with Article 12.5 within this Article.

Temporary or seasonal workers (as defined in Article 28 within this Agreement) 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 ½) their normal base rate calculated to the nearest quarter hour, with a quarter (1/4) 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 one hundred and fifty (\$150.00) dollars per week or twenty-one dollars and forty-three cents (\$21.43) per day.

The employee on standby must be fit for duty and able to reach the assigned duty station in forty (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 their 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 ½) 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 their first day of rest, or their 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 ½) their regular rate of pay.

- 12.5.3 Any employee required to work on their second day of rest, or their third day of rest in the case of employees who have three (3) consecutive days of rest, shall be compensated at two (2) times 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 within this Article.
- 12.5.4 All overtime compensation shall be paid in compliance with the requirement 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 ½) 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 Pay

Any employee whose regularly scheduled shift is the third shift (swing shift) as defined in Article 11.4.2 within this Agreement 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 Article 11.4.2 within this Agreement 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-Classification

- 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 five percent (5%) above their 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. 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.

12.7.2 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.

12.7.3 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 ninety percent (90%) of the market rate, the parties agree to meet and confer on those classification(s).

ARTICLE 13. LEAVE BENEFITS

13.1 Paid Time Off (PTO). Employees shall accrue paid time off (PTO) in accordance with the schedule in Appendix B to this Agreement, to be used for vacation, illness or personal business.

13.1.1 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 to this Agreement, at the employee's current rate of pay when they terminated employment. All leave time may be used in a minimum of thirty (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.
- c. After the round(s) of scheduling, additional PTO requests shall be submitted with at least five (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.

13.3.1 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 fifty (50%) percent of their normal semi-monthly compensation from the City. Otherwise, the employee is not eligible for bereavement leave benefits.

Any observed holiday occurring during the 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 or 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.

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.

ARTICLE 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
Juneteenth	June 19
Independence Day	July 4
Labor Day	First Monday in September
Veterans Day	November 11
Thanksgiving Day	Fourth Thursday in November
Native American Heritage 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. 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 their PTO leave accrual charged.

14.5 Any employee who does not work on a recognized holiday (such as their work location is closed) will receive 8 hours of holiday pay (pro-rated for part-time)

14.6 Any employee for whom a holiday falls on their normal day off shall be granted eight (8) hours into a holiday bank (in lieu of receiving holiday pay) and may schedule the time off in the future on a day mutually agreed upon by the supervisor and the employee.

14.7 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.

ARTICLE 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 Health Insurance. During the term of this agreement, Western States Health & Welfare Trust Fund of OPEIU 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 employee's, 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 Health Insurance 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 Local 11.

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 fourteen (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, 2022 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 2024 rate, with no annual adjustment applied, in the event a successor agreement is not reached prior to January 1, 2025. The City will continue to contribute the calculated 2024 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 Section 15.4 within this Article 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.

ARTICLE 16. MEDICAL EXAMINATION

The parties recognize that employees have a responsibility to report for 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 their 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 themselves or others.

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

ARTICLE 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 City's Deferred Compensation Plan.

ARTICLE 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 their position shall obtain such certification within the timeline established by the job announcement and/or offer letter, and shall maintain such certification during their 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.

ARTICLE 19. CLOTHING 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.

ARTICLE 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 their 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.

20.1.1 If an employee has been discharged from employment with the City for the loss of their 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 they are qualified if their appeal is successful and their 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 they had at the time they were discharged. Only employees who fit this specific criterion will be given this consideration.

20.2 Notwithstanding the provision of Section 20.1 above, the Employer retains the right to pursue actions under Article 23 within this Agreement for inappropriate workplace behavior which results in an employee's driver's license being revoked or suspended.

20.2.1 If an employee in a job which requires a driver's license has their 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.

ARTICLE 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 sixty percent (60%) of their scheduled work time (based on mandatory monthly self-reporting), the City will provide:

- a. a taxable cash incentive twenty-five dollars (\$25) per month for bicycling, walking, or carpooling to work; or
- b. one hundred percent (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.

21.3.1 Incentives are currently available to all participating employees, regardless of their current work location.

21.3.2 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.

ARTICLE 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 within this Article.

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 ten (10) working days of the supervisor's receipt of the grievance.

Within ten (10) 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.

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 ten (10) working days of the receipt of the Step 1 appeal. The immediate supervisor's manager shall make a decision on the matter within ten (10) 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 unsolved 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 Steward and/or Union Representative within ten (10) working days of receipt of the written grievance and shall render their decision within ten (10) working days of such meeting. Copies of the written decision shall be mailed, emailed or hand-delivered to the aggrieved employee, the Union and the City Manager.

Step 4. If the grievance remains unresolved after the decision has been rendered in Step 3, the Union Representative shall, in writing, deliver an appeal of the Step 3 decision to the City Manager or their 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 their designee shall convene a meeting of the aggrieved, the Union 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 their decision within ten (10) 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 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 to a mutually acceptable arbitrator as hereinafter provided. If the Union wishes to proceed to arbitration, such notice must be provided by the Union 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.

22.3.1 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 the 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.

22.3.2 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 are unable to agree on an arbitrator, the arbitrator shall be selected by the process of alternately striking from a panel of seven (7) 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.

22.3.3 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 this Agreement and shall not have jurisdiction to add to, detract from, or alter in any way, the provisions of this Agreement.

22.3.4 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.

ARTICLE 23. EMPLOYEE DISCIPLINE AND TERMINATION

23.1 The Employer may discipline or terminate any newly hired or rehired employee at any time during the initial probationary period, with or without cause, and such discipline or termination shall not be subject to the grievance procedure as outlined in Article 22 within this Agreement.

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 termination. 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 termination 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 termination of employment.

23.6 The Employer shall not utilize formal written peer performance evaluations for the purpose of discussing or imposing disciplinary actions.

ARTICLE 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 their written comments to the performance evaluation report. Employee comments must be attached and submitted with the signed performance evaluation to Human Resources.

ARTICLE 25. LAYOFF, ALTERNATIVES TO LAYOFF AND RECALL

25.1 Layoff. 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 changes 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.

At the discretion of the City, these considerations may include:

- a. Termination of temporary, seasonal, newly hired probationary employees and part-time employees in the job classification, work group, division or program areas being reduced.
- b. Transfer or voluntary demotion to a vacant, available position. An employee may be eligible for a transfer provided that they meet the qualifications for the job. If more than one employee is eligible for transfer or demotion, it shall be based on seniority in accordance with Article 9.2 within the Agreement.
- c. Temporary reduction of work hours including reduced work weeks and furloughs.

25.2.1 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 and may serve a probationary period. Terms and conditions are provided of transfers are provided in Articles 8.3 and 9.5 within this Agreement.

b. Voluntary 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. Terms and conditions of demotions are provided in Articles 8.2 and 9.5 within this Agreement.

25.3 Layoff Process. Generally, after the City has identified the department, division, program area, workgroup, or job classification being reduced, layoffs will be made as follows:

- a. Temporary, seasonal, newly hired probationary employees and part-time employees shall be laid-off prior to regular status, full-time employees.
- b. The order in which employees will be laid off shall be determined based on seniority in accordance with Article 9.2 within the Agreement
- c. Any exception to this will be mutually agreed to by the Union and the City.

25.4 Bumping Rights. When an employee is identified for a layoff or reduction-in-force, they shall be permitted based on bargaining unit seniority to move into a job or classification which they currently hold or have previously held, provided that the employee meets the qualifications for the job.

In doing so, they may “bump” only into the position held by the least senior employee in that job or classification, not any less senior employee within the bargaining unit. For purposes of bumping, seniority is based on time spent within the bargaining unit. Bumping may only occur within the same bargaining unit.

25.4.1 The rules for layoff and bumping for Support Specialists are outlined in Appendix “C” to this Agreement.

25.4.2 The rules for layoff and bumping for Engineering Technicians are outlined in Appendix “D” to this Agreement.

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 to 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, they must notify Human Resources in writing of their 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 Probation Period. An employee who has transferred or voluntarily demoted as an alternative to layoff pursuant to 25.2(b) within this Article or has bumped into a new position as an alternative to layoff pursuant to 25.4 with this Article may serve a six (6) month probationary period. An employee who fails to perform the functions of the new position during probation will be laid off and will be placed on the recall list. Such employees will only be eligible for recall 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 within this Agreement.

25.8 Recall. Employees who have been laid off, transferred or voluntarily demoted 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.

25.8.1 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 bargaining unit seniority as defined in 9.2 within this Article 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.

25.8.2 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 the layoff.

25.8.3 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.

25.8.4 Once an employee on the recall list is offered recall, the employee must respond in writing to the City 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.

25.8.5 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 and seniority dates 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 they were 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.

25.10 Disputes regarding movement and/or reassignment under this Article may not be advanced beyond step 3 of the grievance procedure in Article 22 within this Agreement.

ARTICLE 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.

ARTICLE 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.

27.2 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 Representative.

27.3 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.

ARTICLE 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.

ARTICLE 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.

ARTICLE 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.

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.

ARTICLE 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.

ARTICLE 33. TERMINATION AND RENEWAL

33.1 This Agreement and all attachments hereto shall be in full force and effect from January 1, 2022 through December 31, 2024, 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.

33.3 Not later than September 15, 2024 the parties shall meet to negotiate a successor Agreement and meeting dates shall be scheduled by mutual agreement.

Dated this _____ day of _____, 2020.

**THE CITY OF VANCOUVER,
WASHINGTON**

**OFFICE & PROFESSIONAL
EMPLOYEES LOCAL 11**

Eric Holmes,
City Manager

Maureen Goldberg,
Executive Secretary Treasurer

Lisa Takach
HR Director

Doug Luse,
Union Representative

Dan Mattson, Union Steward

Brihtani Lassiter-Burgoyne, Union Steward

Angela Williams, Union Steward

 OG/cw
opeiu11/afl-cio

Approved as to form:

Jonathan Young, City Attorney

Attest:

Natasha Ramras, City Clerk

 OG/cw
opeiu11/afl-cio

APPENDIX A – CLASSIFICATION AND RATES OF PAY

OPEIU 2022 Salary Ranges									
January 1, 2022 through December 31, 2022									
Range	Classification	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8
1		\$ 3,138	\$ 3,249	\$ 3,362	\$ 3,480	\$ 3,602	\$ 3,729	\$ 3,858	\$ 4,013
2		\$ 3,217	\$ 3,329	\$ 3,446	\$ 3,568	\$ 3,692	\$ 3,822	\$ 3,955	\$ 4,113
3	Mailroom Clerk Support Specialist I	\$ 3,297	\$ 3,413	\$ 3,532	\$ 3,656	\$ 3,785	\$ 3,918	\$ 4,054	\$ 4,217
4		\$ 3,381	\$ 3,499	\$ 3,621	\$ 3,747	\$ 3,879	\$ 4,014	\$ 4,154	\$ 4,320
5		\$ 3,464	\$ 3,585	\$ 3,712	\$ 3,841	\$ 3,976	\$ 4,114	\$ 4,258	\$ 4,429
6	Accounting Clerk I	\$ 3,552	\$ 3,676	\$ 3,804	\$ 3,938	\$ 4,076	\$ 4,219	\$ 4,366	\$ 4,541
7	Facilities Assistant (WREC) Utility Clerk	\$ 3,640	\$ 3,767	\$ 3,900	\$ 4,036	\$ 4,176	\$ 4,323	\$ 4,475	\$ 4,653
8		\$ 3,732	\$ 3,861	\$ 3,997	\$ 4,137	\$ 4,281	\$ 4,432	\$ 4,587	\$ 4,770
9	Facilities Assistant (Recreation) Support Specialist II Parking Enforcement Officer Parking Officer	\$ 3,825	\$ 3,958	\$ 4,096	\$ 4,241	\$ 4,389	\$ 4,543	\$ 4,699	\$ 4,889
10	Parking Maintenance Worker	\$ 3,920	\$ 4,057	\$ 4,199	\$ 4,346	\$ 4,499	\$ 4,655	\$ 4,818	\$ 5,011
11		\$ 4,017	\$ 4,159	\$ 4,304	\$ 4,455	\$ 4,612	\$ 4,773	\$ 4,940	\$ 5,137
12	Accounting Clerk II Customer Service Representative Permit Specialist I	\$ 4,117	\$ 4,262	\$ 4,412	\$ 4,567	\$ 4,727	\$ 4,891	\$ 5,063	\$ 5,265
13	Material Control Coordinator Program Coordinator I Records Specialist Police Records Specialist Support Specialist III Utility Customer Service Representative Utility Service Inspector	\$ 4,222	\$ 4,369	\$ 4,522	\$ 4,680	\$ 4,844	\$ 5,013	\$ 5,188	\$ 5,395
14	Police Service Technician	\$ 4,327	\$ 4,478	\$ 4,635	\$ 4,798	\$ 4,965	\$ 5,139	\$ 5,319	\$ 5,532
15		\$ 4,435	\$ 4,590	\$ 4,751	\$ 4,917	\$ 5,090	\$ 5,267	\$ 5,451	\$ 5,668
16	Engineering Tech I Senior Accounting Clerk Senior Customer Service Representative	\$ 4,546	\$ 4,706	\$ 4,870	\$ 5,040	\$ 5,216	\$ 5,397	\$ 5,589	\$ 5,812
17	Construction Inspector I Payroll Analyst Senior Utility Customer Service Representative Lead Accounting Clerk	\$ 4,659	\$ 4,824	\$ 4,992	\$ 5,166	\$ 5,346	\$ 5,534	\$ 5,726	\$ 5,957

18	Evidence Technician Lead Police Records Specialist Permit Specialist II	\$ 4,776	\$ 4,943	\$ 5,115	\$ 5,295	\$ 5,481	\$ 5,670	\$ 5,871	\$ 6,106
19		\$ 4,896	\$ 5,066	\$ 5,244	\$ 5,428	\$ 5,616	\$ 5,814	\$ 6,018	\$ 6,257
20		\$ 5,018	\$ 5,194	\$ 5,375	\$ 5,561	\$ 5,759	\$ 5,959	\$ 6,168	\$ 6,414
21	Public Records Officer	\$ 5,145	\$ 5,323	\$ 5,508	\$ 5,703	\$ 5,901	\$ 6,108	\$ 6,323	\$ 6,575
22	Evidence Coordinator Engineering Technician II Surveyor	\$ 5,271	\$ 5,455	\$ 5,648	\$ 5,845	\$ 6,050	\$ 6,263	\$ 6,481	\$ 6,739
23	Construction Inspector II Lead Permit Specialist	\$ 5,403	\$ 5,593	\$ 5,787	\$ 5,991	\$ 6,200	\$ 6,416	\$ 6,642	\$ 6,908
24		\$ 5,540	\$ 5,732	\$ 5,932	\$ 6,140	\$ 6,356	\$ 6,577	\$ 6,808	\$ 7,081
25	Crime Analyst	\$ 5,676	\$ 5,876	\$ 6,082	\$ 6,294	\$ 6,513	\$ 6,743	\$ 6,979	\$ 7,259
26	Senior Engineering Technician Senior Surveyor	\$ 5,820	\$ 6,024	\$ 6,233	\$ 6,452	\$ 6,678	\$ 6,912	\$ 7,153	\$ 7,440
27	Senior Construction Inspector	\$ 5,965	\$ 6,174	\$ 6,390	\$ 6,614	\$ 6,844	\$ 7,084	\$ 7,333	\$ 7,626
28	Engineering Specialist Survey Specialist	\$ 6,113	\$ 6,327	\$ 6,549	\$ 6,779	\$ 7,017	\$ 7,261	\$ 7,516	\$ 7,816
29	Construction Inspection Specialist	\$ 6,267	\$ 6,485	\$ 6,712	\$ 6,948	\$ 7,192	\$ 7,442	\$ 7,704	\$ 8,012
30		\$ 6,425	\$ 6,649	\$ 6,881	\$ 7,121	\$ 7,370	\$ 7,629	\$ 7,895	\$ 8,211

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 (Based on 8 hour day)						
During Year of Service	Hours Per Month	Days Per Year	Maximum Payout at Separation Hours / Days		Maximum Accumulation Hours/Days	
0-5	18.34	27.5	440	55	608	76
5+-10	20.34	30.5	488	61	656	82
10+-15	22.34	33.5	536	67	704	88
15+-20	24.34	36.5	584	73	752	94
20+	26.34	39.5	632	79	800	100

EMPLOYEE PAID TIME OFF (PTO) ACCRUAL SCHEDULE						
Based on an 8 hour day						
For employees hired on or after March 24, 2003						
During Year of Service	Hours Per Month	Days Per Year	Maximum Payout at Separation Hours / Days		Maximum Accumulation Hours/Days	
0-2	15	22.5	360	45	528	66
2+-5	18.34	27.5	440	55	608	76
5+-10	20.34	30.5	488	61	656	82
10+-15	22.34	33.5	536	67	704	88
15+-20	24.34	36.5	584	73	752	94
20+	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. They 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 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.

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, Senior 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 Senior Engineering Technician, 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. A Senior Engineering Technician may bump the least senior Senior Engineering Technician 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 Senior Engineering Technician available to be bumped, then the Senior Engineering Technician 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. 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. They would also be permitted to bump a less than 1.0 FTE employee, provided that person is the least senior.
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 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.



Staff Report 026-22

TO: Mayor and City Council

FROM: Eric Holmes, City Manager

DATE: 2/28/2022

SUBJECT Adoption of the Memorandum of Agreement creating an Ending Community Homelessness Organization (ECHO) to address homelessness and the Charter for the Organization

Key Points

- No single governmental jurisdiction or entity could resolve the problem of homelessness. Homelessness is caused by a complex set of programs which cannot be effectively addressed by isolated or fragmented efforts.
- Clark County, the City of Vancouver, and the other cities of Clark County desire to establish a joint advisory group to establish and foster alignment. Clark County will be the lead agency for addressing and reducing homelessness in our region with the City of Vancouver, as the largest incorporated city within the County, playing a significant supportive role to the County in regional efforts to address homelessness.
- The ECHO is made up of policy leaders from Clark County, the City of Vancouver, and the other cities of Clark County. Clark County and the City of Vancouver will each appoint two elected officials, and the other cities of Clark County will each appoint one elected official, to serve as members of the ECHO. Council for the Homeless and the Vancouver Housing Authority will each have one representative to the ECHO. There will also be up to two individuals representing people with lived experience of homelessness.

Strategic Plan Alignment

The ECHO would help address Objective 3.2: Improve services available to underserved or vulnerable residents.

Present Situation

Starting in 2021 representatives from Clark County and the City of Vancouver met monthly as the Joint Executive Group (JEG) to collaborate toward a shared agenda to address homelessness. The Group existed as a policy forum to consider homelessness comprehensively and holistically with the goal of identifying possible gaps and opportunities for further coordination and investment.

There was clear agreement among the participants that Clark County is the appropriate lead agency with respect to addressing and reducing homelessness in our region, in accordance with state and federal guidelines, and the City of Vancouver will play a significant supportive partnering role to Clark County in regional efforts to address homelessness.

In the course of their work, the members of the JEG decided that additional voices would be useful to include in these conversations. The change in group name and membership is intended to reflect this change in approach.

Advantage(s)

1. Creates a venue for policymakers from Clark County, the City of Vancouver, and the other cities of Clark County and other community stakeholders to discuss homelessness in a collaborative and holistic manner.
2. Allows the regional discussion of homelessness to go beyond the scope of the Continuum of Care to look at addiction, mental illness, and other root causes of housing instability.

Disadvantage(s)

None

Budget Impact

None

Prior Council Review

None

Action Requested

Adopt the Memorandum of Agreement creating the Ending Community Homelessness Organization and the Charter for the Organization.

Aaron Lande, Program and Policy Development Manager, 360-487-8612

ATTACHMENTS:

- Memorandum of Agreement

Clark County/Cities of Clark County

Memorandum of Agreement (“MOA”)

This Memorandum of Agreement (“Agreement”) is made and entered into between Clark County (“County”), the City of Vancouver (“Vancouver”), and other cities in Clark County

RECITALS

- A. The 1989, Council on Homeless, Intergovernmental Agreement specified, “Homelessness is a serious problem in Clark County and the number of people experiencing homelessness is increasing. The capacity of the current system to house and meet the basic needs of those who are experiencing homelessness is inadequate.” This statement remains true today.
- B. The 1989, Council on Homeless, Intergovernmental Agreement also specified, “No single governmental jurisdiction or entity could resolve the problem of homelessness. Homelessness is caused by a complex set of programs which cannot be effectively addressed by isolated or fragmented efforts.” This statement remains true today.
- C. The 1989, Council on Homeless, Intergovernmental Agreement stated, “The County, VHA (Vancouver Housing Authority) and Vancouver desire to work cooperatively toward the common goal of providing leadership to resolve homelessness.” This statement remains true today.
- D. The U.S. Department on Housing and Urban Development (HUD) recognizes the separate jurisdictional areas of Vancouver, Washougal, Camas, Ridgefield, Battle Ground, Yacolt, La Center and unincorporated Clark County as a single geographic area in which a range of services are organized to prevent and end homelessness (collectively, the City of Vancouver/Clark County Continuum of Care);
- E. Clark County and the City of Vancouver, and the other cities in Clark County (“Parties”) desire to establish a joint advisory group, the Ending Community Homelessness Organization (“ECHO”), to establish and foster alignment in support of the County as the lead agency on regional homeless response as well as collaboration between the parties on projects and initiatives that will address homelessness and its impacts in Clark County.
- F. The parties wish to establish a framework for the ECHO that would allow scaling over time to include other public agencies/local governments, non-profits, and individuals with lived experience with homelessness.

AGREEMENT

Now, therefore, in consideration of the mutual promises set forth herein and for the other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereby agree as follows:

1. **PURPOSE:** The purpose of this Agreement is to create the Ending Community Homelessness Organization (“ECHO”). The ECHO is a joint group through which the Parties will collaborate toward a shared agenda to address homelessness. While the ECHO may reference the 2019-2022 Clark County Homeless Action Plan (the “Plan”), the ECHO has no formal relationship with the Plan. The ECHO will work with all organizations providing homeless support services within the jurisdictions. This includes organizations that work within the Continuum of Care covered by the Plan as well as other organizations providing associated homeless support systems not covered by the Plan. The Governance Charter of the ECHO substantially in the form attached hereto as Exhibit A (“Charter”), sets forth the vision, principles, responsibility, and framework of the ECHO.
2. **TERM:** The Agreement will commence on the 1st of March, 2022 and will continue indefinitely unless notice to terminate is provided by either County or City. Termination will occur 180 days after notice is given.
3. **FUNCTION AND ACTIVITIES:** The Parties will perform the functions and activities of the Parties described in the Charter.
4. **PERSONNEL/LEAD AGENCY:** The ECHO itself will not employ personnel and no personnel will transfer from the Parties to the ECHO.
 - a. The Parties agree that Clark County is the appropriate lead agency with respect to addressing and reducing homelessness in our region, in accordance with state and federal guidelines.
 - b. The City of Vancouver, as the largest designated urban area and largest incorporated city within the County, with an incorporated population of approximately 40% of the total County population, recognizes it has a significant supportive role to Clark County in regional efforts to address homelessness.
 - c. The smaller cities in Clark County are also impacted by homelessness, and therefore are critical to the discussion and function of the ECHO.
 - d. As outlined in the Charter for the ECHO, each party will make available appropriate administrative level employees, as identified in the Charter, to support their elected representatives in the ECHO.
5. **REAL OR PERSONAL PROPERTY:** The ECHO will not possess or hold title to real or personal property belonging to the ECHO.
6. **NOT AN INTERGOVERNMENTAL ENTITY:** The Parties to this Agreement do not intend to form an intergovernmental entity by the Agreement and no such entity is created by this Agreement.
7. **LIMITATION OF AUTHORITY:** The ECHO shall only have authority specifically enumerated in the Charter and shall not have the authority to enter into any legally binding agreements, including contracts, agreements, or leases and it shall not have authority to

- incur any debt, liability, or obligation on its own behalf or on the behalf of any Party to this Agreement.
8. NO COMPENSATION: None of the parties will receive compensation in connection with this Agreement.
 9. CHANGE AND CONFLICT RESOLUTION: The Parties recognize that events and conditions may arise that result in a dispute. In such case, the Parties agree to exercise good faith in expeditiously resolving such dispute in the following manner:
 - a. All conflicts should first be discussed and resolved, if possible, by the recognized members of the ECHO.
 - b. Any conflicts not resolved by the ECHO may be brought to a certified mediator in order to progress through the impasse and continue to move forward with the Plan.
 10. AGREEMENT WITHDRAWAL: Good faith efforts should be made by all Parties to resolve disputes related to change or conflict by following the resolution procedure specified in Number 9 of this document. A Party may withdraw their participation in the Agreement at any time by unanimous vote of the Parties or upon six months written notice by one party. Termination under any provision of this paragraph shall not affect any rights, obligations, or liabilities of the Parties that accrued prior to such termination. At which time a Party withdraws from the Agreement, the current agreement will remain in effect for the other Parties.
 11. INDEMNIFICATION: Each Party shall be responsible for their own acts and omissions, and the acts and omissions of their agents and employees.
 12. WASHINGTON LAW AND FORUM: This agreement shall be construed to the laws of the State of Washington. Any action regarding the AGREEMENT of work performed under this Agreement must be filed in Clark County or in the United States District Court for the Western District of Washington.
 13. NON-DISCRIMINATION: Each Party shall comply with all requirements of federal and state civil right and rehabilitation statutes and their respective local non-discrimination ordinances.
 14. ACCESS TO RECORDS: Each Party shall have access to the books, documents and other records related to this Agreement for the purpose of examination, copying and audit, unless otherwise limited by law.
 15. SUBCONTRACTS AND ASSIGNMENT: No Party may subcontract any part of this Agreement.
 16. SEVERABILITY CLAUSE: In case any provision of this MOA or its Exhibits shall be removed, invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining provisions shall not in any way be affected or impaired thereby.
 17. ENTIRE AGREEMENT: This Agreement and Exhibit A are the entire agreement between the Parties with regard to the subject matter herein. There is no oral or written agreement between the Parties with regard to this subject matter.

Clark County Council

By: _____
Karen Dill Bowerman, Chair

By: _____
Temple Lentz, District 1

By: _____
Julie Olson, District 2

By: _____
Gary Medvigy, District 4

By: _____
Eileen Quiring O'Brien, District 5

By: _____
Kathleen Otto, County Manager

City of Vancouver, Washington

By: _____
Eric Holmes, City Manager

Approved as to form:

Attest: _____
Natasha Ramras, City Clerk

Jonathan Young, City Attorney

City of Battle Ground, Washington
By: _____

City of Camas, Washington
By: _____

City of La Center, Washington
By: _____

City of Ridgefield, Washington
By: _____

City of Washougal, Washington
By: _____

Exhibit A
CHARTER FOR
VANCOUVER/CLARK COUNTY ENDING COMMUNITY
HOMELESSNESS ORGANIZATION

The purpose of this Charter ("Charter") is to:

- Confirm the vision and principles that will guide the Ending Community Homelessness Organization ("ECHO") toward addressing homelessness.
- Establish the membership and responsibilities of the ECHO.
- Establish the overall scope of responsibility of the ECHO, including the general limitations of its authority.

Ending Community Homelessness Organization (ECHO)

The ECHO is made up of leaders from Clark County, its cities, and other key Clark County community stakeholders. The ECHO exists as a forum to consider homelessness comprehensively and holistically with the goal of identifying possible gaps and opportunities for further coordination and investment.

Over the past decade, national housing and service resources have gradually diminished. Communities across the county are struggling to help families and individuals experiencing homelessness, return to safe, stable housing. In 2017, a joint meeting was formed by the Southwest WA Community Foundation to bring Homeless Crisis Response System funders together to increase local communication, planning and collaboration. The ECHO was a result of this group's desire to continue working collaboratively together to reduce homelessness throughout Clark County.

The ECHO's Vision and Principles are as follows:

Our Vision is:

A community where everyone has a safe, stable place to call home.

Our principles are to:

- Prioritize vulnerable populations

Homelessness has a significant detrimental effect on everyone, yet there are some whose health and safety are placed at even greater risk of harm without a safe and stable place to call home. These groups include, but are not limited to: children, individuals fleeing domestic violence, veterans, seniors, and people with disabilities. Strategies to identify and assist the most vulnerable groups will be prioritized.

- Promote social, racial, and ethnic justice.

Many communities of color and Lesbian, Gay, Bisexual, Transgender, Queer, Questioning, 2 Spirit (LGBTQ2S) individuals experience a disproportionate rate of homelessness, therefore strategies that incorporate culturally conscientious and responsive supports, utilize an equity lens, and use trauma informed practice will be prioritized.

- Improve accessible housing options for people with disabilities.
- Engage the behavioral health system to assist in addressing behavioral health issues.
- Use data-driven assessment and accountability.

- Engage and involve the community
- Strengthen system capacity and increase leveraging opportunities.
- Ensure fidelity to evidence-based methodologies and best practices in order to achieve local successes.
- Employ a systematic approach to funding which results in greater system coordination and efficacy.
- Facilitate interactions with organizations addressing homelessness and associated root causes that are not covered by the Homeless Action Plan.
- Deepen understanding of the root causes of homelessness and homeless response systems by elected officials.
- Recognize those with lived experience with homelessness and the individuals providing services at the closest point of contact to those communities as the experts who's input needs to be prioritized.
- To achieve the rule of law for all county residents.

Membership

Membership in the ECHO is comprised of:

- Two (2) elected officials from Clark County;
- Two (2) elected officials from the City of Vancouver; and
- One (1) elected official from each of the small cities in Clark County;
- One (1) representative from the Council for the Homeless;
- One (1) representative from the Vancouver Housing Authority;
- Up to two (2) individuals representing people with lived experience of homelessness;

Other participants invited and strongly encouraged to attend and participate at each meeting:

- One (1) or more staff person(s) from Clark County, as designated by the Clark County Manager;
- One (1) or more staff person(s) from the City of Vancouver, as designated by the Vancouver City Manager;
- One (1) representative from the Community Foundation for Southwest Washington;

The County will select the Chair position from amongst the two (2) elected officials from the County. The Vice-Chair position will be one (1) of the two (2) elected officials from the City of Vancouver, as selected by the City of Vancouver representatives.

The ECHO will appoint a County staff member to act as ECHO Secretary for the purpose of announcing meetings, recording and publishing meeting notes, and executing notification of e-mail actions.

Meetings

ECHO meetings will be directed by the ECHO Chair. The ECHO Chair may designate the Vice Chair or another member if the Vice Chair is unavailable to direct the meetings, if required due to Chair

absence. Regular meetings will be held at least once per quarter, with the intent to meet monthly. Additional meetings may be called by the Chair or by a majority of the ECHO. Meetings will be noticed publicly, and the agenda made available to the public prior to the meeting.

Responsibilities

The ECHO will seek to unify and coordinate the homeless response system for Clark County, the City of Vancouver, and the smaller cities in Clark County to both address homelessness today and reduce it in the future. The ECHO may make recommendations to the legislative bodies of Clark County and each of the cities.

To achieve that aim, the ECHO will:

- Remain focused on the homeless crisis response system at a macro-level.
- Use all relevant and available data on the current homelessness situation in Clark County.
- Review the system holistically, and identify gaps in services and what issues are arising as a result of changes in environment.
- Make recommendations on where the focus of public and private systems should be to best coordinate a unified approach to homelessness.
- Embrace strategies that include, but also go beyond the Continuum of Care to look at addiction, mental illness, and other root causes of housing instability.
- Reference the Clark County Homeless Action Plan as a guide to programs/projects funding and community goals.
- Actively seek out the input of those with lived experience with homelessness and those individuals who provide services to those communities and incorporate that knowledge into the Group's discussions and deliberations.

Relationship between the ECHO, Continuum of Care, and Homeless Action Plan

The ECHO will engage in their work in a manner that reflects and respects the objectives and requirements of the Homeless Action Plan and the Continuum of Care, while focusing on those issues, programs, and services not addressed through the Continuum of Care (CoC) statutory framework. This agreement and charter do not contemplate a formal relationship between the ECHO and the CoC, the CoC Steering Committee or the Clark County Homeless Action Plan and Council for the Homeless.

Conflict of Interest

No member of the ECHO shall participate in or influence discussion or resulting decisions concerning the award of a grant or other financial benefits to the members or the organization that the member represents professionally, as a volunteer or as a board member. Any conflict of interest should be reported to the ECHO members and the member should recuse themselves from discussions or resulting decisions on issues where a conflict of interest exists.

All members of the ECHO may be asked to sign a Conflict of Interest statement.



Staff Report 027-22

TO: Mayor and City Council

FROM: Eric Holmes, City Manager

DATE: 2/28/2022

SUBJECT AHF Fruit Valley Award Transfer

Key Points

- On April 5, 2021, City Council approved an AHF award of \$700,000 to support Vancouver Housing Authority's (VHA) renovation of Fruit Valley Commons, an existing 18-unit affordable housing development in Vancouver.
- Due to an HUD regulatory restriction on the property, VHA identified the need to transfer the project from VHA to the Vancouver Affordable Housing Non-Profit (VAHN), an affiliated nonprofit entity of the VHA.
- The VHA has requested the original AHF Award be awarded to VAHN, which will be leveraged with private bank debt to fund the renovations.

Strategic Plan Alignment

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

Present Situation

On April 5, 2021, City Council approved an award of \$700,000 from the Affordable Housing Fund (AHF) to support Vancouver Housing Authority's (VHA) Fruit Valley Commons renovation project. This project is an existing 18-unit affordable housing development in Vancouver. Renovations will include plumbing and sewer line replacement and new exterior siding, roofing, trash enclosures, playscape, and landscaping.

In January 2022, VHA identified the need to transfer this project from the VHA to the Vancouver Affordable Housing Non-Profit (VAHN) due to a Housing and Urban Development (HUD) regulatory restriction on the property. The VAHN is an affiliated non-profit entity of the VHA.

Fruit Valley Commons was originally developed as Public Housing. The development later completed the Rental Assistance Demonstration (RAD) process, a HUD tool for rehabilitating public housing that restructures the development from public housing to voucher-based units. This allows developments to access other forms of financing to support repairs and renovations, such as private financing and low-income housing tax credits (LIHTC).

Under the RAD regulation, HUD requires the property be transferred to a qualifying non-profit to

release the HUD regulatory restriction on the property. To access the financing necessary to complete this project, VHA will be transferring Fruit Valley Commons to the VAHN. VHA has previously undergone this process with other former public housing developments.

As part of this transfer, VHA is requesting the original AHF award be transferred to VAHN which will be leveraged with private bank debt to fund the renovations. The property will continue to operate as affordable housing with project-based vouchers. No existing resident will be displaced as part of this transfer. The ownership transfer would happen at financial closing, which is expected to close in May 2022.

City staff has reviewed this request and recommends approval.

Advantage(s)

VAHN will be able to access necessary private investment for the renovation of Fruit Valley Commons.

Disadvantage(s)

None.

Budget Impact

None. City Council previously approved the \$700,000 award for the Fruit Valley Commons renovation project. There will be no changes to the award amount or project scope.

Prior Council Review

April 5, 2021 – Approval of 2020-2021 AHF projects

Action Requested

Approve transferring the \$700,000 AHF award for the Fruit Valley Commons renovation project from VHA to VAHN.

Samantha Whitley, Housing Programs Manager, 360-487-7952

ATTACHMENTS:

- Fruit Valley original award letter



May 3, 2021

Vancouver Housing Authority
2500 Main Street
Vancouver, WA 98660

Re: Affordable Housing Fund award for VHA- Fruit Valley Commons- Modernization

Dear Roy Johnson:

Congratulations! Your application to the City of Vancouver Affordable Housing Fund for the Vancouver Housing Authority's Fruit Valley Commons Modernization project in the amount of \$700,000 has been conditionally approved by City Council on April 5, 2021. This funding is made available by the City of Vancouver's property tax levy for affordable housing, which serves households earning up to 50% of area median income.

This conditional award is not a guarantee of funds. This letter provides an overview of the pre-contract process and requirements. We will be contacting you to complete a review of your agency and the project. Please note, the City is here to support your agency in developing and carrying out a successful project. Staff will guide you through the steps of the review process and, to the extent that we are able, assist you in meeting the requirements.

Please notify us as soon as possible regarding any updates or changes to the project. Staff will verify the project scope, budget, financing and timeline along with other information submitted in your application. The project will be subject to the City's underwriting standards; including a review of the following (a summary of the Affordable Housing Fund underwriting standards and required documents is also attached):

- Agency capacity to develop and manage the project
- Agency financials
- Proof of land ownership or purchase and sale agreement
- Commitment of other project financing
- Development and operating budgets for the project

Please keep in mind that before contracting, you must meet all City requirements for fund eligibility. These include, but are not limited to, agreement to follow prevailing wage rules if required; necessary insurance; business licensing; fair housing plan; and documentation of other financing.

We anticipate reserving your award for the length of time specified in your project timeline. Projects must be in construction within 24 months after receiving an award of the Affordable Housing Fund dollars. Projects that do not meet this timeline will lose the award. No extensions of awards will be granted.

Finally, before you can obligate the Affordable Housing Funds, the following must also occur:

- A funding agreement must be executed between you and the City along with a deed, note and covenant (City Council approval required for agreements exceeding \$300,000)
- A notice to proceed must be issued to you by City staff

We appreciate your organization's contribution to the City of Vancouver and look forward to working with you on this project. If you have any questions or concerns, feel free to contact me at (360) 487-7952 or peggy.sheehan@cityofvancouver.us.

Sincerely,



Peggy Sheehan
Community Development Programs Manager
City of Vancouver

City of Vancouver Affordable Housing Fund

Required Pre-Contract Documents and Underwriting Criteria

Required Documents:

Organizational Structure

- ☐ Business license or 501(c)(3) certification
- ☐ Board of directors list (if applicable)
- ☐ Proof of insurance

Proof of Land Ownership for Project Site

- ☐ Property purchase agreement or GIS documentation

Developer Capacity

- ☐ Brief description of the organization's experience developing and/or managing low-income housing, to include a summary of recently developed projects and projects currently held in management portfolio
- ☐ Bios and/or resumes describing the experience of development team members, and a description of their role in proposed AHF project
- ☐ Agency annual budget
- ☐ YTD financial statement
- ☐ Updated project timeline

Project Financing

- ☐ Written commitments, award letters, or loan documents demonstrating firm commitments from funding sources
- ☐ If the developer consists of a partnership or limited liability corporation, a copy of the partnership or operating agreement indicating the cash contributions by the partners or members
- ☐ Evidence of available developer equity, if applicable

Budget and Pro Forma (see page 2 for underwriting criteria)

- ☐ Updated development budget
- ☐ Operating pro forma

Underwriting Criteria for Development Budget and Operating Pro Forma:

Development Budget

Construction contingency	Minimum 5%* for new construction Minimum 8%* for rehabilitation *Higher contingency is encouraged, if project budget permits
Soft cost contingency	Maximum 5%
Developer fee	Projects with Low Income Housing Tax Credit (LIHTC) financing: Maximum 15% Non-LIHTC projects: • Maximum 17% for projects with up to 20 units • Maximum 15% for projects with 21-60 units • Maximum 12% for projects with 61 or more units

Operating Pro Forma

Vacancy rate	5-10%** **Below 5% allowable if agency can document a historical pattern of lower vacancy rates for this project (in the case of rehab/acquisition) or other comparable projects (in the case of new construction)
Inflation factor	Minimum 2%
Replacement reserves for maintenance and repair	Minimum \$300 per unit per year
Management fee	5-12%
Operating reserve	6-9 months of costs
Debt Coverage Ratio (Net Operating Income ÷ Debt Service)	1.05 or greater for term of AHF loan



Staff Report 028-22

TO: Mayor and City Council

FROM: Eric Holmes, City Manager

DATE: 2/28/2022

SUBJECT The Heights District Tower Mall Redevelopment Area Public Infrastructure – First Forty Feet Professional Service Agreement - RFQ #31-21

Key Points

- The Heights District Plan, which calls for the creation of a vibrant, inclusive neighborhood center that includes diverse, affordable housing options and economic opportunities for a broad range of community residents, was adopted in August 2020.
- A major element of the District Plan vision is the investment in public infrastructure with a focus on placemaking to produce engaging public spaces, convenient multimodal transit opportunities, and a new street grid that emphasizes safety and walkability.
- The ambitious plan for The Heights has now shifted to the implementation phase and the layout and design of necessary infrastructure, including public open space, is a critical first step in preparing for development to occur in this area.
- This contract will advance the design of all public infrastructure elements envisioned in The Heights District Plan.
- The scope of work in this contract, in combination with The Heights District Equitable Development Strategy, which is currently in the RFP review phase, will determine the phasing and priorities for development within the District.

Strategic Plan Alignment

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

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

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

Goal 8 - Strengthen commercial, retail and community districts throughout the city.

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

Present Situation

- A Request for Qualifications (RFQ) for The Heights District infrastructure design was issued in July 2021. After a competitive review and selection process, First Forty Feet (FFF) was selected as the most qualified respondent in October 2021.
- City staff across a range of departments worked with FFF to refine the scope of work to match both the requirements of the District Plan and work necessary to design the infrastructure for a geographic area of this scale and complexity.
- The final scope of work included in this contract builds upon the previous work in the District Plan to confirm the location and layout of all public infrastructure elements and complete 30% design for all infrastructure elements, including roundabouts, traffic signals, primary and internal road alignments, public and private utilities, and a public plaza and park.
- Through this scope of work, FFF will provide recommendations on phasing of development in the District and the necessary infrastructure investments to support the initial phases of private development. FFF will also provide information on capital funding opportunities to fund investments in the District.
- This scope of work will result in 30% design of all public infrastructure elements. Further design of these elements will be necessary once development phasing is determined.
- Implementation of The Heights District Plan has moved forward on other fronts, including completion of Heights Mixed Use (HX) zoning district and urban design guidelines, updates to District street standards, and the demolition of the Tower Mall, which will be complete by the end of March 2022.

Advantage(s)

1. This scope for work will identify the required public infrastructure investments necessary to move forward with The Heights District Plan implementation and begin to spur private development in the District.
2. Street grid and open space design is necessary to provide clarity to private land owners in the District seeking to finalize development plans on their parcels.

Disadvantage(s)

None. This contract is a necessary next step in the implementation of the Heights District Plan.

Budget Impact

The total cost of this contract is \$2,072,250 is included in the 2021-2022 capital budgets. Contract amendments, with additional budget requirements, will be necessary to produce final permitting and construction documents for each phase of infrastructure development.

Prior Council Review

08/10/2020 – Adoption of the Heights District Plan and associated Comprehensive Plan amendments.

10/18/2021 – City Manager communications providing an update on consultant selection and next steps.

Action Requested

Authorize the City Manager or designee to execute a Professional Service Agreement with First Forty Feet of Portland, Oregon for total contract amount \$2,072,250.

Patrick Quinton, Economic Development Director, 360-487-7845

ATTACHMENTS:

- Services Contract Draft with Fees



**CITY OF VANCOUVER
SERVICES AGREEMENT**

No. _____

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

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

WHEREAS, the City advertised and issued a Request for Qualifications, numbered 31-21 (hereinafter referred to as the “solicitation”) and after evaluation of the Contractor’s responsive proposal, found the Contractor be capable of performing the required services; and

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

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

- 1. SCOPE OF WORK:** The Contractor agrees to provide the City all services and materials set forth below in the scope of work identified in Attachment "A", incorporated herein by this reference, and made a part of this Agreement as if fully set forth herein.

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

- 2. COMPENSATION:** Payment to the Contractor for the work described in this Agreement shall not exceed \$2,072,250.00 USD.

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

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

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

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

4. **TERM OF AGREEMENT:** The term of this Agreement shall commence on March 14, 2022 and continue until March 13, 2023. Unless directed otherwise by the City, Contractor shall perform the work in accordance with any schedules made a part of this Agreement.
5. **ORDER OF PRECEDENCE:** Where there is a conflict among or between any of these documents, the controlling documents shall be the first listed in the following sequence: Amendments to this Agreement; this Agreement; Contract Purchase Orders; the Contractor's responsive proposal to the City's solicitation, and the City's solicitation.
6. **RELATION OF PARTIES:** The Contractor, and its subcontractors, agents, employees, or other vendors contracted by the Contractor to provide services or other work for the purpose of meeting the Contractor's obligations under this agreement (collectively referred to as "subcontractors"), are independent contractors performing professional services for the City and are not employees of the City. The Contractor and its subcontractors shall not, as a result of this Agreement, accrue leave, retirement, insurance, bonding or any other rights, privileges, or benefits afforded to City employees. The Contractor and its subcontractors shall not have the authority to bind City in any way except as may be specifically provided herein.
7. **E-VERIFY:** The Contractor shall enter into and register a Memorandum of Understanding with the Department of Homeland Security E-Verify program within sixty (60) days after execution of this Agreement. The Contractor shall ensure all Contractor employees and any subcontractors assigned to perform work under this Agreement are eligible to work in the United States. The Contractor shall provide verification of compliance upon the request of the

City. Failure by the Contractor to comply with this subsection shall be considered a material breach.

- 8. DELAYS AND EXTENSIONS OF TIME:** If the Contractor is delayed at any time in the progress of the work covered by this Agreement, by any causes beyond Contractor's control, the time for performance may be extended by such time as shall be mutually agreed upon by the Contractor and the City and shall be incorporated in a written amendment to this Agreement. Any request for an extension of time shall be made in writing to the City.
- 9. OWNERSHIP OF RECORDS AND DOCUMENTS:** Any and all work product prepared by the Contractor in the course of performing this Contract shall immediately become the property of the City. In consideration of the compensation provided for by this Agreement, the Contractor hereby further assigns all copyright interests in such work product to the City. A copy may be retained by the Contractor. Previously owned intellectual property of Contractor, and any know-how, methodologies or processes used by the Contractor to provide the services or project deliverables under this Agreement shall remain property of the Contractor.
- 10. TERMINATION FOR PUBLIC CONVENIENCE:** The City, at its sole discretion, may terminate this contract for convenience at any time for any reason deemed appropriate. Termination is effective immediately upon notice of termination given by the City.

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

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

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

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

the notice of termination had been issued pursuant to the termination for public convenience paragraph herein.

- 12. OPPORTUNITY TO CURE:** The City at its sole discretion may in lieu of a termination allow the Contractor to cure the defect(s), by providing a “Notice to Cure” to Contractor setting forth the remedies sought by City and the deadline to accomplish the remedies. If the Contractor fails to remedy to the City’s satisfaction the breach or default of any of the terms, covenants, or conditions of this Contract within the time stated time, the City shall have the right to terminate the Contract without any further obligation to the Contractor. Any such termination for default shall not in any way operate to preclude the City from also pursuing all available remedies against the Contractor and it’s sureties for said breach or default, including but not limited to termination of this Contract for convenience.
- 13. COMPLIANCE WITH THE LAW:** The Contractor agrees to comply with all relevant, Federal, State, and Municipal laws, rules, policies, regulations or ordinances in the performance of work under this Agreement.
- 14. CITY BUSINESS AND OCCUPATION LICENSE:** The Contractor will be required to obtain a business license when contracting with the City unless allowable exemptions apply. The Contractor shall contact the State of Washington Business License Service (BLS) at: <http://bls.dor.wa.gov/file.aspx>, or by phone at 800-451-7985, or go to www.bls.dor.wa.gov/cities/vancouver.aspx or www.cityofvancouver.us/businesslicense, to determine whether a business license is required pursuant to the Vancouver Municipal Code (VMC) Chapter 5.04.
- 15. LIABILITY AND HOLD HARMLESS:** The Contractor agrees to indemnify, defend, save and hold harmless the City, its officials, employees and agents from any and all liability, demands, claims, causes of action, suits or judgments, including costs, attorney fees and expenses incurred in connection therewith, of whatsoever kind or nature (including patent infringement or copyright claims) to the extent arising out of, or in connection with, or incident to, the negligent performance or willful misconduct pursuant to this Agreement. This indemnity and hold harmless shall include any claim made against the City by an employee of Contractor or subcontractor or agent even if Contractor is thus otherwise immune from liability pursuant to the workers’ compensation statute, Title 51 Revised Code of Washington (RCW), except to the extent that such liability arises from the concurrent negligence of both the City and the Contractor, such costs, fees and expenses shall be shared between the City and the Contractor in proportion to their relative degrees of negligence. The Contractor specifically acknowledges the provisions contained herein have been mutually negotiated by the parties and it is the intent of the parties that the Contractor provide the broadest scope of indemnity permitted by RCW 4.24.115. The Contractor is an independent contractor and responsible for the safety of its employees.

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

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

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

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

- a. City Listed as an Additional Insured. The City of Vancouver, its Agents, Representatives, Officers, Directors, Elected and Appointed Officials, and Employees must be named as an additional insured. The required Additional Insured endorsements shall be at least as

broad as ISO CG 20 10 11 85, or its equivalent CG 20 10 07 04 and CG 20 37 07 04 must be included with the Certificate of Insurance.

- b. Either the Commercial General Liability or the Workers' Compensation policy must be endorsed to include "Washington Stop Gap" insurance. The limits and aggregates referenced must apply to the Stop Gap coverage as well and must be indicated on the certificate.
- c. Employment Security. The Contractor shall comply with all employment security laws of the State in which services are provided and shall timely make all required payments in connection therewith.
- d. The City of Vancouver shall be listed on the Certificate as the Certificate Holder.
- e. Coverage Trigger: The insurance must be written on an "occurrence" basis. This must be indicated on the Certificate.

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

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

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

For the City:

Anna Vogel

City of Vancouver

415 W 6th Street

P O Box 1995

Vancouver WA 98668-1995

Email: anna.vogel@cityofvancouver.us

For the Contractor:

William Grimm

First Forty Feet

2260 NW Everett, Suite 10

Portland, OR 97210

Email: will@firstfortyfeet.com

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

- 18. AMENDMENTS:** All changes to this Agreement, including changes to the scope of work and compensation sections, must be made by written amendment and signed by all parties to this Agreement.
- 19. SCOPE OF AGREEMENT:** This Agreement incorporates all the agreements, covenants and understanding between the parties hereto and are merged into this written Agreement. No prior agreement or prior understanding, verbal or otherwise, of the parties or their agents shall be valid or enforceable unless set forth in this Agreement.
- 20. RATIFICATION:** Acts taken pursuant to this Agreement but prior to its effective date are hereby ratified and confirmed.
- 21. GOVERNING LAW/VENUE:** This Agreement shall be deemed to have been executed and delivered within the State of Washington, and the rights and obligations of the parties hereunder shall be construed and enforced in accordance with, and governed by, the laws of the State of Washington without regard to the principles of conflict of laws. Any action or suit brought in connection with this Agreement shall be brought in the Superior Court of Clark County, Washington.
- 22. COOPERATIVE PURCHASING:** The Washington State Inter-local Cooperation Act, Ch. 39.34 RCW, authorizes public agencies to cooperatively purchase goods and services if all parties agree. By having executed this Agreement, the Contractor agrees that other public agencies may purchase goods and services under this solicitation or contract at their own cost and without the City incurring any financial or legal liability for such purchases. The City agrees to allow other public agencies to purchase goods and services under this solicitation or contract, provided that the City is not held financially or legally liable for purchases and that any public agency purchasing under such solicitation or contract file a copy of this invitation and such contract in accordance with RCW 39.34.040.
- 23. PUBLIC DISCLOSURE COMPLIANCE:** The parties acknowledge that the City is an “agency” within the meaning of the Washington Public Records Act, Chapter 42.56 RCW, and that materials submitted by the Contractor to the City become public record. Such records may be subject to public disclosure, in whole or part and may be required to be released by the City in the event of a request for disclosure. In the event the City receives a public record request for any data or deliverable that is provided to the City and that is licensed from the Contractor, the City shall notify the Contractor of such request and withhold disclosure of such information for not less than five (5) business days, to permit the Contractor to seek judicial protection of such information, provided that the Contractor shall be responsible for attorney fees and costs in such action and shall save and hold harmless the City from any costs, attorney fees or penalty assessment under Chapter 42.17 RCW for withholding or delaying public disclosure of such information.

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

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

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

CITY OF VANCOUVER

A municipal corporation

CONTRACTOR:

First Forty Feet

Eric Holmes, City Manager

Signature

Date

Printed Name /Title

Attest:

Date

Natasha Ramras, City Clerk

Approved as to form:

Jonathan Young, City Attorney

Introduction

The First Forty Feet (FFF) Consultant Team have been selected by the City of Vancouver (COV or City) to prepare construction and permitting documents for the Heights District public infrastructure, henceforth referenced as the Heights District Project and described further throughout the scope of work as "Project". The scope of work will include design confirmation of planning elements, placemaking strategies, public open space design, key stakeholder engagement, land use planning, traffic and design engineering, environmental analysis, capital investment strategies and other related professional services as identified in the Request for Qualifications (RFQ) #31-21 for the *Heights District Tower Mall Redevelopment Area Public Infrastructure Master Plan and Construction Documents*.

Concurrent with the Project, COV is managing implementation of an Equitable Development Plan for the Heights District. The Equitable Development Plan seeks to prioritize community-identified improvements and needs while maximizing community benefits and minimizing displacement risk resulting from these investments. For this reason, the City of Vancouver seeks to pair its investments with proactive strategies to prevent residential and commercial displacement and ensure that benefits accrue to local residents and businesses.

Professional services for the Project will include evaluation of site development configuration options, traffic engineering, evaluation of roundabouts and traffic signals, lighting designs, park design, landscape designs, structural designs, environmental process and permits, and utilities coordination and design. Coordination of services and deliverables will integrate with and support the Equitable Development Plan project's recommended strategies and tools for culturally relevant and inclusive programming within the District and funding strategies to support one-time infrastructure and ongoing programmatic investments required to ensure equitable development of the Heights over the long-term. Additionally, project coordination and required federal documentation will be performed.

The Project team includes:

- First Forty Feet – Overall Project Management, Master Planning, Urban Design, Strategic Planning, Placemaking Strategies, Complete Street Design, and Communications support.
- PBS Engineering and Environmental Inc. – Civil Design, Permitting, Grant Funding Opportunities, and Communications Plan.
- Walker Macy – Landscape Architecture, Public Open Space Design, Park Design, and Lighting Design.
- Archaeological Investigations Northwest (AINW) – Cultural Resources Analysis
- DCW – Cost Management and Cost Estimating
- Leland Consulting Group – Capital Investment Strategy and Funding Opportunities.

The Project is locally funded for design and has potential to receive federal funding for the public infrastructure construction phases.

The COV has completed an Environmental Impact Statement (Final EIS) for the Heights District Plan. The Heights District Plan was initiated by the COV to identify a community-based vision for the area, and to catalyze revitalization and private investment in central Vancouver. The Heights District is approximately 205 acres and includes the 63-acre Tower Mall Redevelopment Area, which includes the 12-acre site of the former Tower Mall that was acquired by the COV in 2017.

The Tower Mall Redevelopment Area (TMRA) is the focus of most of the redevelopment proposed in the Plan. For the Tower Mall Redevelopment Area, three concept plans were prepared based on input received during an extensive neighborhood and stakeholder engagement process. The initial concepts consisted of The Promenade, The Grand Loop, and The Grand Park. Based on community feedback, the concept plans were refined and a preferred concept for The Grand Loop was developed, which incorporated elements from all three concepts. The Grand Loop concept forms the basis of the Heights District Plan and is part of the Project Alternative evaluated in the EIS.

Project Description and Background

The adopted Heights District Plan is the culmination of more than two and a half years of public engagement and participation in a planning process resulting in a community vision for how the Heights District will develop over the next 20 years.

The Heights District is envisioned as a vibrant neighborhood center that is sustainable, healthy, equitable, accessible, and safe. The district includes a variety of public open spaces, diverse mixed-income, mixed-use housing typologies, affordable to a wide range of community members, safe multi-modal mobility opportunities and access to transit. In addition, neighborhoods around The Heights District represent the spectrum of the City's social and economic diversity with both affluent and economically vulnerable residents. The Heights District Plan is an opportunity for the COV to partner with the private sector to bring new investment to central Vancouver and ensure that new development provides benefits and opportunities to a broad range of residents and businesses now and into the future.

The Heights District Plan is guided by policy and regulatory documents that provide specific guidance for the Project limits.

Project Scope of Work

The First Forty Feet Team will work with the City of Vancouver to provide public outreach and prepare the final master plan, construction drawings, specifications, cost estimates, permit documents and provide bidding and construction support.

The Project will complete master planning, construction, and permitting documents, for the development of public infrastructure including roadways, utilities, public spaces, wayfinding, and transit amenities within the 63-acre TMRA.

The following scope of work tasks describes how the Consultant Team will collaborate with the COV project manager, city staff, key stakeholders, community members, and regulatory agencies to prepare the final masterplan, 30% design and Phase 1 Plan.

I. Project Assumptions

The following apply to all First Forty Feet Team deliverables unless otherwise specified in this work scope or by the City of Vancouver (COV) Project Manager:

1. Previewing communications materials

- Consultant Leadership Team shall provide an agenda and draft materials to the Project Management Team (PMT) at least two working days prior to the meeting.
- COV will perform one round of review on draft materials.
- COV will provide comments to Consultant Leadership Team within five working days after a meeting to review draft work scope materials.
- Consultant Leadership Team shall review with COV all revisions and corrections to materials based on comments received prior to public release.
- Consultant Leadership Team shall provide materials intended for public release to PMT at least five working days prior to the scheduled release.

2. Text memorandums and reports

- Memorandums are to be formatted for 8½-inch by 11-inch, or 11-inch by 17-inch paper in their native format and in an open, universally readable format suitable for review and editing by the COV.
- All final memorandums, including graphics, tables, etc. are to be provided to COV only digitally in an open, universally readable format suitable for uploading to the COV website. COV shall be responsible for printing of all materials.

3. Construction documentation, plan sheets and specifications

- PDF electronic deliverables of the plan sets [11- by 17-inches], specifications, draft construction schedule, and cost estimate

4. Preliminary Work Scope and Schedule are as follows:

- This scope takes the Project (see Appendix A) through 30% design as well as assisting the City to determine what projects should be included in Phase 1 to take to final construction documentation as an addendum to the contract.
- 30% design development, cost estimating, and a recommended Phase 1 plan will be 12 months from Notice to Proceed General Project Organization and Management Provision

Project Management Team

The Heights Project will be organized and managed by a Project Management Team (PMT comprised of the COV Heights District Project Manager, COV staff as identified by the COV Project Manager, and the Consultant Leadership Team (CLT), includes key personnel from First Forty Feet, PBS, and Walker Macy. The CLT is led by the prime consultant, First Forty Feet (FFF).

Technical Advisory Committee

The FFF team will work with the COV to determine which relevant departments, staff, or public agencies shall serve on the Project's technical advisory committee (TAC). COV will take the lead in establishing and coordinating the TAC, identifying specific members, and reaching out to potential members. The focus of the TAC will be to provide review and feedback of analyses and reports at key milestones. where feasible and

when requested by City staff, to provide data and other resources to supplement the work included in the Project scope.

Assumptions:

The First Forty Feet project manager in conjunction with the Consultant Leadership Team (CLT) will oversee project tasks, deliverables and scheduling and will coordinate meetings, reviews and decision-making with the PMT and TAC. The PMT and TAC shall meet as specified by the work scope to coordinate logistics of the project, provide feedback, and give direction to the Consultant Leadership Team.

II. Project Scope of Work Tasks

Task 1: Project Orientation

The First Forty Feet Team will coordinate with the City of Vancouver (COV) the Project's management structure, work plan, schedule, and coordination roles.

Subtask 1.1: Contract Administration, Invoicing, and Progress Reports

First Forty Feet will provide contract administration, invoicing, and progress reporting for the Project to the COV project manager including the following:

1. Prepare and submit monthly invoices. Each invoice will include date period covered by invoice, number of hours worked during the billing period with billing rates shown; expenses; total cost for labor and expenses for the billing period; subconsultants fees for the billing period; and a total amount summarizing labor, expenses, and subconsultant fees.
2. Prepare a Contract Summary Report (CSR) to accompany the monthly invoices. The Contract Summary Report will list each invoice as well as current invoice with an itemized summary of invoice numbers, dates, and amounts billed for labor, expenses, and subconsultants as well as total amounts for each invoice. The Contract Summary Report will also list the total amount billed to date, total amount remaining under contract, and contract expiration date.
3. Maintain required contract documentation. Provide copies of project files and records to the city for audits and public information requests. Final documents shall be provided in electronic format as requested.

Subtask 1.2: Project Management Meetings

The First Forty Feet team tasks include coordination and facilitation of PMT meetings necessary to successfully complete the project. The First Forty Feet project manager will coordinate with the COV project manager to determine appropriate City staff, City representatives, consultant team members, key stakeholders, and/or public agencies representatives as needed to attend PMT meetings.

Project management tasks are integrated into each of the tasks in the Work Scope throughout the Design Confirmation (Task 1-4) and Design Implementation Phases (Task 5-7). The Project Management Team (PMT) will provide oversight and decision-making regarding the project scope, tasks deliverables, task deliverables review and schedule. The Project is assumed to be completed within 12 months in support of a Spring 2023 phase 1 construction start.

Anticipated Project Management Meetings	
Kick-off Mtg. Sessions	03
Bi-weekly PMT Meetings	20
TAC-PMT Subtask Review Meetings	24
Public Agencies and PMT Meetings	10
Total:	57

1. Preparation for and attendance at three (3) 2-hour project kickoff meeting sessions over Microsoft Teams with COV staff and the Consultant Leadership Team (CLT).
2. Up to twenty (20) bi-weekly video conference meetings with the Project Management Team (PMT). The number of meetings is based on a 12-month design schedule; however, the Consultant Team reserves the right to adjust the number of meetings if the project schedule exceeds 12-months.
3. Preparation for and attendance up to twenty-four (24) project deliverables work session/review meetings with the Technical Advisory Committee (TAC) and PMT.
4. Attendance up to 24 project deliverables work session/review meetings follow-up and subtask deliverable finalization with the PMT.
5. Preparation for and attendance up to ten (10) project coordination meetings with Public Agencies (PA) and the PMT.

Subtask 1.3: Management, Coordination, and Direction

First Forty Feet in conjunction with PBS shall establish a quality management program and decision-making review structure and protocol for review of technical work and other deliverable products developed within the Design Confirmation and Design Implementation phases.

Will Grimm (First Forty Feet) is the Heights Project's First Forty Feet consultant team project manager with Jason Graf (First Forty Feet) managing planning and concept design for the Project Field Guide and Place Guide (Task 3 Master Plan). Dustin Cooley (PBS) will manage design documentation (Task 4 Design Development) from NTP through project advertisement which includes oversight of the final signed PS&E bidding documents.

1. First Forty Feet and PBS shall prepare and maintain the Project Design and Implementation Schedule. The schedule shall identify project tasks, tasks reviews by the COV and deliverable items for advancing project milestones. The schedule will be updated as circumstances require or as requested by the COV (assumes two (2) updates).
2. First Forty Feet will prepare and submit an activities list and look-ahead schedule to the COV following the Notice to Proceed. The schedule shall show appropriate milestones for the project, including intermediate and final submittal dates for deliverables and key milestone review sessions as dictated in the Communication Plan.
3. The Consultant Leadership Team will coordinate project tasks and activities with the PMT.
4. The Consultant Leadership Team will facilitate coordination with necessary agencies identified by COV throughout the design and approval process.

5. First Forty Feet shall update the 'living' design calendar upon every bi-weekly meeting. The design calendar will illustrate up to 8 weeks of anticipated scope of work to be completed by the Consultant Team.
6. The Consultant Leadership Team will coordinate with COV to identify and track project specific risks including mitigation strategy through to implementation. This document will be "living" and updated through life of the project.

Critical Path Schedule

- Outline design milestones and regulatory requirements as they relate to permitting:
 - Permit Submittal
 - Public Communication
 - Development Plan Completion
 - Staff Submittals
 - Completion of Final PS&E for construction
- Identify and track potential project risks

Subtask 1.4: Quality Assurance/Quality Control

The First Forty Feet Team will provide QA/QC for conceptual design, technical analyses, and construction documentation, specifications and permitting work in accordance with the Consultant's QA/QC Program. The First Forty Team's QA/QC will ensure appropriate, right-sized quality assurance and control measures are in place and executed at key points during planning and design efforts. Greg Jellison, of PBS will be the QA/QC manager who has worked extensively with the City of Vancouver on similar projects. The QA/QC process will be active throughout the life of the delivery process, providing a balance between the Design Confirmation (Tasks 2-4) and Design Implementation (Tasks 5-8) phases with technical reviewers involved to ensure that technical elements are accounted for during the Design Confirmation phase and that overarching themes of the masterplan are not lost during Design Implementation.

The QA/QC plan will be integrated throughout all processes and woven into our critical path delivery schedule; for example, how the use of public spaces and multi-modal facilities throughout the project area will be vetted early in the Design Confirmation process will require that the design team support concepts and cost estimating processes with additional permitting requirements being accounted for. The First Forty Team will have the proper experts involved throughout the project life at varying capacity providing senior level design and construction personnel to review deliverables and provide technical support.

Subtask 1.5: Project Management Team (PMT) Kick-off

First Forty Feet will facilitate project kick-off meeting sessions over a three-day period with the Project Management Team (PMT), Consultant Leadership Team (CLT) and additional consultants as needed to confirm work plan, proposed schedule, and coordination of roles prior to each major task.. Kick-off meeting sessions to be up to 2-hours in duration.

- Confirm expectations and outcomes of the Masterplan, Communications Plan, and project's critical path, including project tasks, deliverables, and critical milestones
- Confirm programming elements to be included in the design layout, including roadways, utilities and public spaces.
- Determine method(s) for COV delivery of background data and format of files (plans, drawings, GIS/Cad files) for creating a project area base map.

- Confirm PMT members and the overall Project decision-making process, including deliverables and documentation review in advance of community engagement
- Identify Technical Advisory Committee (TAC) (i.e., City departments staff, agencies, or providers), members and confirm their role throughout the project.
- Identify range of potential stakeholders, as well as their anticipated roles and the expectations for community engagement throughout the project and summarized in a Communications Matrix.
- Confirm the First Forty Feet Consultant Team level of engagement support, appropriate methods of outreach, gathering feedback and engagement summaries.

Assumptions:

- COV attends kick-off meeting sessions
- COV provides a list of PMT and TAC staff assigned to the Project.
- COV provides a list of potential Project stakeholders
- COV will provide one round of review on all deliverables.

Deliverables:

- Kick-off meeting sessions agendas (3)
- Kick-off meeting materials (Project Limits Exhibit, & Schedule)
- Draft and final Kick-off meeting sessions summaries. (3)
- Draft and final Design Schedule (Calendar).

Task 2: Communications Plan

The First Forty Feet Team understands the COV will lead community engagement and communications on this project, serving as the face and the main contact for stakeholders and the community at large. The Consultant Team will coordinate, with the COV, identification of the necessary stakeholders, methods of outreach, engagement, and summary reporting, including a meeting schedule, and facilities or online applications necessary and available to support a range of in-person (if desired) and virtual engagement.

The COV will manage delivery of project updates and information through the targeted use of established communications channels, such as the Heights District Plan email list, the City of Vancouver website and social media, Be Heard Vancouver engagement platform, Office of Neighborhoods and *Vancouver Connects* newsletters, and My Vancouver app.

The First Forty Feet Team will prepare necessary planning, design, logistics, content and materials to support the COV in communications and outreach efforts.

PBS, with FFF support, will prepare a Project Communications Plan in coordination with the COV Communications team to guide both how the project is communicated and how input is used and shared. with the purpose of:

- Outlining the goals for public engagement.
- Specifying the project design and programming elements stakeholder input will inform.
- Detailing methods, techniques, timelines and staffing assignments.

The Project's Communication Plan will consist of the following elements:

Subtask 2.1: Engagement Purpose, Objectives and Goals

Engagement purpose and goals will be developed by PBS and FFF in coordination with the COV to support the Project in informing, gathering input and using input from diverse stakeholders regarding public infrastructure components, including the neighborhood park, civic plaza, pocket parks, complete street design and engineering, Grand Loop, public arts framework, wayfinding, and interim and long-term programming.

Deliverables:

- Draft and Final Purpose Statement
- Draft and Final Objectives
- Draft and Final Goals

Subtask 2.2: Outreach Content and Materials Support

Outreach and project status content and materials will be developed to support the COV in communications and outreach through established communication channels. The existing Heights District Plan project email list, COV website, Be Heard Vancouver engagement platform, *Vancouver Connects* monthly newsletter, and My Vancouver app will be a primary source for Project information and supplement engagement efforts.

Assumptions:

- The Consultant Team, in coordination with COV, will prepare project-specific outreach content, materials, and on-line surveys for use by the COV on the Project website, Be Heard and established COV communications channels consisting of the following:
 - *Project Orientation:* at project start-up, prepare project overview and graphics depicting the project area, process and timeline for use on the Project website and established communications channels.
 - *Design Confirmation Phase:* online surveys to correspond to Engagement Milestones 1 & 2, and motion graphics description of project limits and design elements with narration, 3-d graphic illustrations formats and descriptive outreach text for Project preliminary concepts, alternatives and a preferred concept
 - *Design Implementation Phase:* outreach content including schedule updates and a brief description of work completed during and up to final 30% design submittal.
- Team to utilize presentation materials and deliverables across various engagement meetings; anticipate adapting deliverables by adding slides or exhibits.

Deliverables:

- Draft and Final Project Overview Text
- Draft and Final Project Area Exhibit
- Draft and Final Process Graphic
- Draft and Final Timeline Graphic
- Draft and Final Online Surveys (5)
- Draft and Final Motion Graphic and Narration (2 video shorts)
- Draft and Final 3-D and Plan Graphic Illustrations with Text (15)
- Draft and Final Periodic Project Update Text (4)

Subtask 2.3: Stakeholder Identification

The First Forty Feet Team recognizes the Heights District Plan is an opportunity for the COV to partner with the private sector to bring new investment to central Vancouver and ensure that new development provides benefits and opportunities to a broad range of residents and businesses now and into the future.

Assumptions:

- The following stakeholders are identified for engagement to provide direction, build excitement, be inclusive, form/strengthen strategic partnerships and promote the public infrastructure's community benefits.
 - *City Council*
The City Council will be briefed on the project to review and provide feedback for the draft Field Guide, Preliminary Concepts, Preferred Concept, and draft Place Guide.
 - *Commissions*
Commissions can provide insight and guidance for preliminary and preferred concepts with unique perspectives, local knowledge and a commitment to advocacy for multi-modal access, the arts and parks and recreational facilities. Commissions to consider include:
 - *Parks and Recreation Advisory Commission (PRAC)*
 - *Urban Forestry Commission (UFC)*
 - *Culture Arts and Heritage Commission (CAHC)*
 - *Transportation and Mobility Commission (TMC)*
 - *Aviation Advisory Committee (AAC)*
 - *Public Agencies*
The City has a number of relevant public agencies to provide education, promote economic development, housing affordability and services to seniors, people with disabilities, veterans and other at-risk populations. PBS and FFF will consult with COV to determine public agencies for potential engagement such as:
 - C-TRAN,
 - McLoughlin Middle School and George C. Marshall Elementary Schools,
 - VHA
 - *Community Based Organizations and Strategic Partners:*
Targeted engagement with CBO's and other strategic partners will ensure equitable processes and outcomes. This would be coordinated closely with the Equitable Development Plan. COV to provide a list of appropriate CBO's for potential engagement.
 - *Affected Property Owners and Businesses:*
Affected owners and businesses should be at the planning table to identify and address potential impacts of design refinements and infrastructure phasing as well as, opportunities for redevelopment and investment in the Tower Mall Redevelopment Area.
 - *Universal accessibility advocates:* The Heights District Plan project tapped into the sight impaired community to gather accessibility insights--continuing this engagement will inform accessibility and wayfinding strategies for the Master Plan refinement. COV to connect with School for the Blind and School for the Deaf.

- *Community members and residents:*
Include *neighborhood associations, residents, and churches etc. COV to conduct quarterly meetings. COV to determine geographic area for engaging/informing residents**

* No CAC is intended to be convened for the Project. The Heights District *Citizens Advisory Committee* (CAC) met regularly throughout the duration of the initial development of the Heights District Plan project and were comprised of representatives from neighborhood associations, community organizations, health and social service providers, businesses, government agencies, and individuals from the community. The COV will lead efforts providing periodic updates and information for the Heights District Project.

Deliverables:

- Draft and Final Stakeholder List with Affiliation and Contact Information

Subtask 2.4: Project Engagement Milestones and Topics

Engagement milestones will be the opportunities for engagement to identify a range of stakeholder perspectives to inform the Project's preliminary and preferred concepts, public arts, gateways and wayfinding plan, interim and long-term public use area programming and on-site demonstration projects. Stakeholders will be given the opportunity to provide input so that the design of public infrastructure provides the most benefit to the communities it will serve.

FFF and PBS will coordinate with the COV engagement with stakeholders at two Project milestones.

- **Engagement Milestone #1** – Preliminary Concept Plans
- **Engagement Milestone #2** - Preferred Concept Plan

The FFF Team proposes two (2) engagement milestones with the Project stakeholders. *Engagement Milestone #1* is intended to gather insights on preliminary public area (streets, plazas and parks) design concepts and alternatives; and *Engagement Milestone #2* would review and provide feedback on the preferred public area (streets, plazas and parks) design concepts and alternatives. Engagement sessions will include one-on-one or group interviews, meetings, and feedback gathering through on-line surveys to be finalized in the Project's Communications Plan.

Assumptions:

- Engagement sessions will be organized around three topics and aligned with appropriate stakeholder participants.
 1. *Transit and Multi-Modal Accessibility*
Planned transit and multi-modal access improvements are extensive throughout the Project area. Engagement can help inform the use and value for these new facilities to promote walk and bike access to destinations, contribute to a complete network and offer a community benefit. The Transportation and Mobility Commission (TMC), universal accessibility advocates, schools, Safe Routes to School advocates, and Skyline Crest residents would be oriented to this topic.
 2. *Parks, Plaza, and Grand Loop Use and Programming*
The three-quarter mile Grand Loop consists of distinct segments providing an opportunity for engagement to inform the function and form of those segments as they relate to adjacent uses as well as the types of thematic and unifying elements that define the loop as a civic strolling and

gathering place. The Loop is complemented by the MacArthur 'greenbelt', the Neighborhood Park and Civic Park (plaza and festival street). These areas offer an opportunity for engagement to inform programming and design with insight and feedback on how these spaces will be used and what elements are valued. The Parks and Recreation Commission, school, neighborhood associations, neighborhood residents, property owners and businesses would be oriented to this topic.

3. *Arts Integration, Gateways and Wayfinding*

The integration of public art and wayfinding is intended to promote the district and provide a unique experience and distinct identity. Engagement will provide insights and gather feedback on the type, function and location of art in the public realm as well, as the role of architecture, unique temporary demonstration projects and signage systems to direct wayfinding and orient District users to destinations throughout the district. The Culture Arts and Heritage Commission (CAHC), Parks and Recreation Advisory Commission (PRAC) and universal accessibility advocates would be oriented to this topic.

- The PMT will work the COV to create a matrix of topics to be covered with each relevant stakeholder at Engagement Milestone #1 and #2. Dates, locations (in person or virtual), and notes on level of engagement will be specified for each.
- The matrix assumes the PMT will meet with each stakeholder/stakeholder group separately.
- Stakeholder meetings will be led by the COV with support from the FFF team utilizing appropriate applications and platforms as defined in the Communications Plan.
- Up to three (3) members of the FFF Team and two (2) COV representative will attend each stakeholder meeting.
- Each meeting will last no more than 1.5 hours.
- PBS will prepare a reporting template, summarize thirty-five engagement sessions (35) and produce an overall Project engagement summary.
- On-line surveys will be administered through the COV website and Be Heard Vancouver platform, and integrated with virtual interviews and meetings as needed. COV to determine when surveys will be administered.
- Thorough and effective reporting of engagement efforts and results is very important to the City of Vancouver and the First Forty Feet Team. Reporting will communicate input and document how that information was used to shape design decisions.
- Presentation and materials viewed and distributed at engagement activities and a reporting summary of that engagement will be made available for use by the COV on the Heights Project website and established communications channels.
- The First Forty Feet Team will collaborate with the COV Community Engagement team to integrate DEI insights and community aspirations from the Equitable Development Plan process into the design alternatives and preferred masterplan.
- COV will manage the Project website and email distribution list, Be Heard Vancouver engagement platform, *Vancouver Connects* monthly newsletter, and My Vancouver app.
- COV will prepare and manage stakeholder lists and contact information, lead engagement outreach efforts and host on-line engagement sessions.

- COV will coordinate with FFF and PBS the integration and use of on-line surveys as a part of on-line engagement sessions/BeHeard Vancouver engagement platform and provide survey results data to PBS for use in engagement reporting.
- COV will schedule and facilitate project milestone updates or deliverables review meetings with City Council and appropriate boards and commissions at their discretion. FFF and PBS will develop appropriate materials for outreach meetings with each audience and be available to support COV staff
- Engagement Session orientation meetings will include up to (10) internal team meetings to develop and implement the Communications Plan.

Deliverables:

- Draft and Final Stakeholder List and Major Topics Matrix for Engagement
- Draft and Final Communications Plan
- Draft and Final Meetings Agendas (30)
- Draft and Final Meeting Materials (12 meetings presentations)
- Draft and Final Engagement Meetings Summary Reports (30) in native and digital format
- Five (5) Draft and Final on-line surveys (of up to 10 questions),
- Five (5) Draft and Final survey analyses, and survey summaries.
- Reporting Template and Engagement Summary:

Engagement Sessions	
Commissions (10)	30
Public Agencies (6)	
CBO (3)	
Affected Property Owner/Business (3)	
Universal Accessibility (2)	
Community/Residents (2)	
On-line Surveys	5
City Council	5

Subtask 2.5: Engagement Schedule and Content Review

FFF, with PBS support will coordinate the review of engagement content and materials and delivery with COV in advance of the engagement milestones.

Assumptions:

- FFF and PBS will coordinate with the COV and maintain the schedule for:
 - Key dates and delivery of outreach content and materials for use by the COV through established communications channels in advance of planned engagement sessions and post-sessions reporting consistent with the Critical Path Schedule outlined in Subtask 1.3 Management, Coordination, and Direction.
 - PMT review of engagement outreach content, on-line surveys, and presentation materials in advance of Milestone Engagement sessions

- Virtual engagement session dates and post session reporting for use by the COV through established communications channels

Deliverables:

- Periodic engagement schedule and content review meetings (30)

Task 3: Master Plan

The FFF Team will build from the Heights District Plan's development and programmatic elements supporting the internal and external street network and collection of public use areas through an iterative process of preliminary concepts development, identification of necessary refinements and concepts review to create a preferred concept for the Heights District's network of street and public uses areas. The product of Task 3 will be 1). a comprehensive Field Guide, establishing the base condition with technical analyses of the Adopted Heights District Plan and supporting policies and regulations and 2). A Place Guide including a preferred concept, supporting cost estimating, phasing, and supporting plans and strategies that establishes the framework for Task 4 Design Development Documentation and preparation of the 30% Design submittal

Subtask 3.1: Field Guide

The First Forty Feet Consultant team will obtain, assess, and review Project area background information and drawings including, but not limited to the Heights District Plan, Heights District Plan Appendices, Heights Final Planned Action Environmental Impact Statement, Draft Heights Plan District (HX Zone) regulations, Heights District Draft Urban Design Guidelines and other plans, standards, guidelines or documents identified and deemed necessary by the COV.

First Forty Feet team will create a Field Guide document consisting of a preliminary site plan drawing, and summary report of the Project limits (Appendix A) design criteria (guidelines and standards) and programming for public use areas, streets and rights of way. The Field Guide enables the Project Team to confirm the design intentions of the Heights District Plan, assess and evaluate existing conditions, including planned and in-process infrastructure improvements and identify areas for possible plan adjustments, modifications or deviations. The Field Guide will establish the base condition for developing preliminary concepts and alternatives and a preferred concept plan that will be taken to 30% Design. The Field Guide will consist of the following elements:

Subtask 3.1.1 Project Guidelines, Standards, and Program Elements

The FFF Team will prepare a summary of the Heights District Project design guidelines, standards, and program elements for the Project area in excel spreadsheet and/or plan diagram exhibits for COV staff concurrence. Guidelines, standards and program elements will include but not be limited to:

- *Heights District streets*: including rights-of-way, typical street sections, and plans for E. Mill Plain Boulevard, MacArthur Boulevard, N. Devine Road (Mill Plain Boulevard to MacArthur Boulevard, N. Devine Road (Southeast Idaho Avenue to East 18th Street), N. Andresen Road, and , East McLoughlin Area Safety Improvement Project
- *Tower Mall Redevelopment Area internal streets*: adopted Plan rights-of-way and typical street sections consisting of the Loop Street (retail, residential, and festival street segments), Standard Street, and Internal Street
- *Planned round-a-bouts*: including conceptual drawing plans and sections for RAB's at N Devine Road and N Andresen Road
- *Planned BRT Stations*: as-built drawing plans and sections for stations at E. Mill Plain Boulevard and N. Devine Road and at E. Mill Plain Boulevard and N. Andresen Road.

- *Public realm and open space*: guidelines for the area (AC), location, program elements, and use activities
- *Public Art and Wayfinding*: guidelines for art and signage location, art features (representing culture, history and environment), art typologies, signage type and standards; and gateway elements (natural v. built)
- *Gateways*: guidelines for the Mill Plain and MacArthur intersection,
- *Stormwater BMPs*: guidelines for bio retention, overflow, and silva cell facilities for Loop retail, Loop residential, and internal street typologies
- *Landscaping*: Tree CAP Standards, HX zone landscape standards, and native/adaptive plant species list
- *Urban forestry BMP*: guidelines for soil volume amendments/silva cell details

Roadways and utilities will include but not be limited to:

- Right-of-way
- Lane widths
- Curb return radii
- Sidewalks and curbs
- Curb extensions
- Universally accessible curb ramps
- Roadway cross-section
- Roadway section depth
- Design speed
- Design vehicle
- Transition tapers
- Max. and min. profile grades
- Vertical curve criteria
- Water/Sewer Mains
- Dry utilities (non-city)
- Planting Types

Subtask 3.1.2 Project Preliminary Base Map

FFF and PBS will develop a preliminary base map of the Project area inclusive of planned projects identified by the COV affecting the Project area. The FFF Team will compile a comprehensive list of base data to be provided by the COV map (readily available plans, drawings, GIS, and CAD files) that is necessary to develop a preliminary base.

The preliminary base map is intended to establish the base condition for streets, transit facilities, Cemetery trails and public use areas (Civic Park, Neighborhood Park and Pocket Parks) within the Project limits and will be updated as needed and based on PBS completion of the topographic/existing conditions survey and development of the surface model. A boundary resolution and topographic/existing conditions base map showing mapped features and utilities collected from both field survey and as-built plans will be prepared as indicated in Task 4.

Subtask 3.1.3: Adopted Heights District Plan: Preferred Concept Plan Assessment and Evaluation

FFF will prepare an assessment and evaluation of the retail components of the activity center, civic park/plaza, neighborhood park and internal street alignments based on the criteria and fundamental characteristics for supporting retail, active public use areas and maximizing development potential within the Tower Mall Redevelopment Area. FFF criteria and fundamental characteristics will consider:

- Edge-to-edge retail configuration on both sides of the retail street
- Adequate drive-by traffic (5,000-15,000 ADT), visibility, and direct retail access
- Retail street design with on-street parking, bicycle access and parking, wide sidewalks to support through pedestrian movement, retail display, outdoor seating and furnishings.
- Plaza activated on all sides, highly visible and directly accessible from surrounding streets
- Potential access and easement issues with the internal streets layout and impacts on private parcels.

The FFF Team will identify issues, possible challenges and recommendations for potential modifications to be addressed with COV in a Heights Project Field Guide Work Session.

Subtask 3.1.4 Field Guide Document

First Forty Feet team will create a Field Guide document consisting of a site plan drawing (preliminary base map), and summary report of the Project limits design criteria and programming for public use areas, streets and rights of way (Subtasks 4.1.1-4.1.3) The Field Guide will establish the base condition for developing preliminary concepts and alternatives and a preferred concept plan that will be taken to 30% Design.

The work session is intended to:

- Confirm placemaking features to be considered, including the Civic Building, interim programming for public area activation, public art integration and wayfinding
- Confirm the base condition design framework, right-of-way elements, roadway design, street sections, public spaces, and stormwater facilities.
- Determine areas of flexibility vs. confirmed design decisions for the adopted Plan.
- Address potential issues and project challenges identified in the assessment and evaluation.

Subtask 3.2: Place Guide

The First Forty Feet Team will create a Place Guide that will enable the FFF Team to measure and assess design concepts and implementation decisions that responds to and promotes the intent and function of the Heights District Plan's character areas (gateways, activity center, innovation hub and residential neighborhood) and is supported by the FFF Team's extensive experience in mixed-use and transit-oriented development, urban design, public gathering, and placemaking.

The FFF Team will distribute lead responsibilities for the Place Guide's preliminary concepts, concepts refinement and a preferred concept plan for the Project limits (Appendix A) as indicated:

FFF will lead concepts development for the layout and planning for the:

- Tower Mall Redevelopment Area's internal streets and Grand Loop,
- Surrounding Project's streets including E. Mill Plain Boulevard, N. Devine Road, MacArthur Boulevard, and Andresen Road
- Planned Civic Building

- Public Art Integration, Gateways and Wayfinding

WM will lead concepts development for the layout, programming and maintenance of public use areas including:

- Civic Park
- Neighborhood Park
- Cemetery Trail connections
- Landscape design for streets and public use areas

PBS will lead concepts development for the layout of the:

- Project areas Intersections and Round-a-bouts

Concept Development drawings will be prepared in a manner consistent with technical design documentation and illustration for public engagement.

- PBS will be responsible for managing the overall Project concept development technical drawing file(s).
- FFF will be responsible for managing the overall Project concept development illustrative plan file(s).

Subtask 3.2.1 Project Placemaking Work Session

FFF and WM will lead placemaking for the Project guided by the Heights District Plan Appendices, and site investigation to develop thematic elements within the streets and public uses areas that define the spirit of place, is authentic, establishes continuity, and implements the Heights District Plan's vision for a vibrant, connected neighborhood center.

FFF and select team members will facilitate a design intention and placemaking work session with the PMT and TAC to discuss unique site qualities and characteristics that can support an identifiable place and help to guide the project narrative, core placemaking parameters (place brand) and determine:

- History, culture, and environmental qualities and characteristics that help define themes and inform design elements
- Place strategy and brand platform – The Heights and The Grand Loop
 - Brand Narrative
 - Experience Strategy

Subtask 3.2.2 Preliminary Concepts

FFF Team will build upon the Heights District Plan and develop preliminary concepts that reflects the design intent and meet the program elements identified in the Field Guide.

The FFF Team will prepare up to (2) base concept alternative variations of the base condition developed in the Field Guide for placemaking within the Project area including designs for roadway alignment, intersections and roundabouts, streetscape and placemaking elements, public use area concepts for the Civic Park, Neighborhood Park and pocket parks, public art integration, gateways, wayfinding, bike and pedestrian trails and connections, and enhanced transit access facilities. The base condition and concept alternative variations will be developed as plan drawings, sections and 3-D views and illustrated for use in preliminary concepts review with the COV and Engagement Milestone #1- Design Confirmation sessions. Preliminary concepts will include:

- Overall Masterplan: site layout for the Loop, Civic Park, Neighborhood Park, pocket parks, MacArthur Boulevard, Mill Plain Boulevard, Roundabouts at Andresen/MacArthur and Devine/MacArthur, and the Lieser Road/MacArthur Boulevard intersection.
- Preliminary Plans: layouts and three-dimensional details for the design and function of streets, intersections, multi-use trails and public use areas.
- Preliminary Details: identify alternatives for the design, and arrangement of paving materials, and stormwater management.
- Preliminary Elements: the type, location, and detail alternatives for wayfinding and interpretive signage, lighting, sidewalk and public area furnishing and landscape design character.

Subtask 3.2.3 Public Arts, Gateways and Wayfinding Plan

First Forty Feet and Walker Macy will develop a draft and final Public Arts Integration Plan highlighting opportunities to integrate a variety of public art typologies and locations, and a Gateways and Wayfinding Plan defining wayfinding elements including navigational and interpretive signage and design and techniques for district Gateways.

Subtask 3.2.4 Civic Building Concept (Civic Plaza)

First Forty Feet will explore and develop up to (3) design concepts for the Civic Plaza Public Building and facilitate work sessions with the PMT and TAC to discuss and review building location, orientation, massing, programming, desired frontages, and plaza activation. First Forty Feet will prepare development scenarios and 3-D illustrations for the following design elements:

- Operations and Potential Use (Tenant)
- Public Rooftop Terrace
- Public vs. Private Areas
- Signature Architectural Elements

Subtask 3.2.5 Preliminary Concepts Cost Assessment

DCW will provide costs for specific preliminary concept plan elements to support decision-making for refinements of preliminary concept elements.

- Prepare an opinion of probable construction costs during this stage for up to ~~three~~ two masterplan concepts and alternative variations including all elements as necessary for a complete cost estimate. The cost estimate will be prepared in Unifomat II component format.
- Prepare a final revision to the opinion of probable construction cost after review and commentary by the team.
- Provide ongoing cost advice throughout the design period to evaluate alternative designs, materials, and methods of construction.

Subtask 3.2.6 Interim and Long-Term Public Use Areas Programming

FFF and WM will outline a menu of viable interim and long-term programming concepts and explore design strategies that could catalyze activation of public use areas including a determination of capacity limits for a variety of activities, associated utilities, storage and parking needs. These strategies could come in the form of park elements, public trails, temporary bicycle facilities, civic spaces, street murals, food carts, gathering spaces, event spaces, etc. The interim and long-term public use typologies will focus on the following:

- Create a destination Day One.

- Interim activation and placemaking
- Establish momentum for future development
- Messaging of The Heights brand story
- Leverage existing site assets and connections
- Utilities, parking and storage needs

Subtask 3.2.7 Preliminary Concepts Technical Analysis

The FFF Team will prepare an analysis summary and evaluation of the preliminary concept's alternatives. Findings of the COV review and summary of community engagement sessions, and where work has been completed for traffic analysis, topo/model surveys, tree, archeological and geotechnical survey, will be used to evaluate the preliminary concepts and potential critical issues to address in development of the preferred concept

Preliminary Concepts Technical Analysis Report

Aspects to be included in the evaluation and concept analysis report will be:

- Critical issues identification
- Traffic operations
- Development feasibility phasing
- Potential phasing
- Costs
- Public space programming
- Refinement recommendations for a preferred master plan concept

Subtask 3.2.8 Preferred Concept Plan

Based upon the findings and recommendations of the preliminary concepts' analysis report with the COV to determine key design refinements for a preferred concept plan. The preferred concept plan will consist of design elements for the Project area streets and public use areas consisting of

- Preferred Overall Project area Masterplan: site layout for the Loop, Civic Park, Neighborhood Park, Devine Road, Andresen Road, MacArthur Boulevard, Mill Plain Boulevard, Roundabouts at Andresen/MacArthur and Devine/MacArthur, and the Lieser Road/MacArthur Boulevard intersection
- Preferred Plans: dimensional plan layouts and typical conditions for all roadways and public use areas. Plan drawings will include landscape, paving, site furnishings, lighting, and stormwater bio-retention
- Preferred Details: identify the types, structural design, and arrangement of paving materials and stormwater management.
- Preferred Elements: identify the type, location, and materials specifications for lighting, furnishing and landscape street elements.

Subtask 3.2.9 Preferred Concept Cost Assessment

DCW will provide costs for specific preliminary concept plan elements to support decision-making for refinements of preferred concept elements.

- Prepare an opinion of probable construction costs during this stage including all elements as necessary for a complete cost estimate. The cost estimate will be prepared in a format compatible for COV review and editing.

- Prepare a final revision to the opinion of probable construction cost after review and commentary by the team.
- Provide ongoing cost advice throughout the design period to evaluate alternative designs, materials, and methods of construction

Subtask 3.2.10 Preferred Concept Technical Analysis

Based on the preferred concept the FFF Team will prepare a technical analysis accounting for the infrastructure improvements listed below.

Preferred Concept Technical Analysis Report

Aspects to be included in the technical analysis report will be:

- Development site layout
- Roundabout intersections
- Signalized intersections
- Roadway alignments
- Vertical alignments
- Multi-Use Pathway alignments
- Public use areas and programming (Civic Park and Neighborhood Park)

The FFF Team shall refine the preferred concept level design sufficient to establish horizontal construction limits, quantities and major construction activities. The design will have horizontal and vertical control developed that meets appropriate design standards. Consultant shall prepare a drawing stamped "preliminary" for each concept. The drawing shall utilize the consultant provided ortho-rectified drone aerial imagery, topographic survey, GIS boundary and environmental data. Geometric design elements that do not meet design standards shall be identified as needing a design exception. Consultant shall analyze each concept and determine the potential benefits and impacts associated with construction of the proposed concept. Potential benefits and impacts to be considered include, but are not limited to, right-of-way, safety, utilities, construction costs, permitting and environmental impacts.

Subtask 3.3: Place Guide document

The Place Guide document shall include all desired program elements, cost, phasing, and a preferred master plan developed during the preliminary concepts and preferred concept development tasks including:

- Preliminary Concepts and Preferred Concept Layout Plans and Design Details
- Preliminary Concepts and Preferred Concept Graphic Illustrations
- Public Art, Wayfinding and Gateway Plan
- Interim and Long-term Programming Strategy
- Public Building Concept Alternatives
- Preliminary Concepts and Preferred Concept Cost Estimates
- Preliminary Concepts and Preferred Concept Technical Analyses
- Preferred Concept Plan Graphic Illustrations

Subtask 3.4: Capital Investment Strategy

In order to inform a Capital Investment Strategy for the Project, the First Forty Feet Team will explore funding opportunities and prepare an infrastructure funding strategy. The Capital Investment Strategy will include a phasing assessment to identify the areas of initial development.

Subtask 3.4.1 Infrastructure Funding Opportunities

LCG will lead this task, with input from FFF Team and the COV.

- Leland Consulting Group (LCG) will lead this task, with input from FFF, PBS, Walker Macy, DCW Cost Management, other team members. The City may provide input.
- The goal will be to generate a “laundry list” of potential funding sources that could fund infrastructure and operations at the Heights. LCG will facilitate one or two team meetings to brainstorm potential funding sources and assign specific research to different team members. For example, PBS is already aware of a number of specific funding opportunities for transportation infrastructure. LCG and the team will generate potential funding sources for the following plan elements:
 - Capital Improvements
 - Streets
 - Water
 - Sewer
 - Land Acquisitions
 - Stormwater improvements serving streets and private development
 - Parks
 - Operations of the parks and/or district. (This analysis will not evaluate funding sources for the operations of water, sewer, or other public utilities.)
- LCG and the FFF team will document the potential to secure funds from:
 - Land sales or leases
 - Infrastructure built by developers/property owners
 - Impact fees dedicated to the site
 - District-scale funding sources such as tax increment financing (TIF), local improvement districts (LID), and Business Improvement Districts (BID).
 - City sources such as Capital Improvement Plans
 - SW Washington Regional Transportation Council, e.g., Transportation Alternatives grants
 - Existing special districts, if any
 - State grants such as Transportation Improvement Board (TIB), Ecology, and others TBD.
 - Federal grants such as RAISE or BUILD grants.
- For each funding source, LCG and/or other team members will document:
 - The types of projects funded by the source
 - Approximate amount of likely funding, which may be based on past allocations.
 - Funding criteria
 - Web site and/or contact information
 - Other information.

Subtask 3.4.2 Infrastructure Funding Strategy

LCG will prepare an infrastructure Funding strategy that will include

- A list of all infrastructure projects and costs from FFF, PBS, and/or other team members. This shall be the uses of funds.
- Using the uses of funds and results of the above task documenting potential sources of funds, LCG will prepare a draft source and uses spreadsheet. Each use (project) will be assigned to one or more sources of funding that appear to be the most likely funding sources. Each project will have its own row in the spreadsheet. Each project will be assigned a year of construction, based on input from LCG

and the team. Costs for future years can be escalated on the basis of guidance from DCW, PBS, or based on LCG's assessment.

- Project uses will be deducted from sources to show a funding surplus or gap. The spreadsheet will be dynamic and allow LCG, the City, and/or team members to make different assumptions about funding sources and uses, and then see the resulting total funding burden that accrues to each major party, funding surplus/gap, and other information.
- DCW will provide costs for specific project elements to inform the Funding strategy
- DCW will identify how costs were developed and provide recommendations from a cost perspective

Subtask 3.4.3 Phasing Assessment.

FFF and Leland Consulting Group (LCG) will assess The Heights District Plan in order to identify areas most likely to develop first, and the associated early-phase infrastructure that will be needed:

- Based on conversations with City staff, a review of the land use program, assessment and evaluation of conditions affecting development, the team will identify possible near term development types and locations on the site where early phase development is most likely to occur.
- Identify critical infrastructure that will support early phase development. With FFF, prepare conceptual infrastructure phasing plan that responds in part to the uses that are most viable in the near term.

Assumptions:

- PMT & TAC Meetings: The FFF Team will meet with the PMT and TAC to review and gather feedback on Subtask 3.1.1 Project Guidelines, Standards, and Program Elements; 3.1.2 Project Preliminary Base Map; Subtask 3.1.3: Adopted Heights District Plan: Preferred Concept Plan Assessment and Evaluation; Subtask 3.1.4 Field Guide Document; Subtask 3.2.2 Preliminary Concepts; Subtask 3.2.3 Public Arts Integration, Gateways and Wayfinding Plan; Subtask 3.2.4 Civic Building Concept; Subtask 3.2.5 Preliminary Concepts Cost Assessment; Subtask 3.2.6 Interim and Long-Term Public Use Areas Programming; Subtask 3.2.7 Preliminary Concepts' Analysis Report; Subtask 3.2.8 Preferred Concept Plan; Subtask 3.2.9 Preferred Concept Cost Assessment; Subtask 3.2.10 Preferred Concept Technical Analysis; Subtask 3.3 Place Guide; 3.4.1 Infrastructure Funding Opportunities; Subtask 3.4.2 Infrastructure Funding Strategy; Subtask 3.4.3 Phasing Assessment.
- Following each review meeting COV will provide the FFF Team with a consolidated list of comments and issues to resolve and meet with the FFF Team to direct any changes necessary to finalize subtask documentation.
- City Council Meetings: The FFF Team will attend and facilitate with COV a City Council meeting to review and gather feedback on Subtask 3.1.4 Field Guide Document Subtask 3.2.7 Preliminary Concepts' Analysis Report; Subtask 3.2.10 Preferred Concept Technical Analysis; Subtask 3.3 (Draft) Place Guide.
- Following each City Council meeting COV will meet with the FFF Team to direct any changes necessary to finalize subtask documentation.

Deliverable:

Task 3 Master Plan (Field Guide and Place Guide):

1. Draft and Final Project Guidelines, Standards and Program Elements
2. Draft and Final Project Preliminary Base Map
3. Draft and Final Adopted Heights District Plan: Preferred Concept Plan Assessment and Evaluation

4. Draft and Final Field Guide Document
5. Draft and Final Placemaking Guiding Principles
6. Draft and Final Preliminary Concepts and Preferred Concept Layout Plans (3)
7. Draft and Final Preliminary Concepts (20)
8. Draft and Final Public Art, Wayfinding and Gateway Plan
9. Draft and Final Interim and Long-term Programming Strategy
10. Draft and Final Civic Building Concept Alternatives (3)
11. Draft and Final Preliminary Concepts and Preferred Order of Magnitude Cost Estimates
12. Draft and Final Preliminary Concepts and Preferred Concept Technical Analyses
13. Preferred Concept Plan Graphic Illustrations (15)
14. Draft and Final Place Guide
15. Draft and Final Capital Investment Report documenting the above information. Spreadsheets summarizing calculation of TIF, LID, and analysis of other specific funding sources.
16. Draft and Final Capital Investment Excel sheet and concise summary emails or memoranda; 2 to 3 meetings with City and Team to discuss process, proposed cost allocation, findings and recommendations.
17. Draft and Final Phasing Assessment (one or more) annotated maps showing early-phase development and associated development types;
18. Draft and Final Phasing Assessment memorandum describing the team's rationale for recommending certain development types and/or areas to be developed in early phases.

Task 4: Design Development Documents

Subtask 4.1: Programmatic Elements and Design Criteria

The First Forty Feet Consultant Team will confirm the programmatic elements and summarize the project design standards and decisions that apply to the preferred concept master plan in an excel spreadsheet and illustrative exhibit for City staff concurrence.

Design Memorandum:

PBS will summarize the roadway design standards and decisions in an excel spreadsheet for City staff concurrence. Standards will include but not be limited to:

- Proposed right-of-way
- Facility section widths
- Curb return radii
- Roadway and trail cross section
- Pavement section depths
- Design speed
- Design vehicle
- Transition tapers
- Maximum and minimum profile grades
- Vertical curve criteria
- Illumination pole and fixture
- Photometric analysis

- Travel lane configurations
- Pedestrian crossing enhancements with possible rectangular rapid flashing beacon (RRFB) or pedestrian hybrid beacon (PHB)
- Signing and striping standards

Roundabout Design Documentation:

Consultant will verify and summarize the roundabout designs per the WSDOT Design Manual, results will be documented in exhibits depicting:

- Fastest Path
- Truck turning movements
- Sight distance exhibits
- Level of service analysis

Assumptions:

- City will provide 10% roundabout concept designs, traffic analysis, and costs at McArthur Devine and N. Andreesen intersections
- Areas designed within this task are within the limits depicted in Appendix A

Deliverables:

- Draft and Final Design memorandum
- Draft and Final Design Criteria Matrix

Subtask 4.2: 30% Preliminary Design Documentation

The FFF Team will develop preliminary documents to the 30% design stage based on preferred concept selected by the city. These documents will be used to assist the establishment of the overall project footprint and permitting process. Review documents will consist of drawings, and a preliminary opinion of probable construction cost. At this design level, the overall design layout, footprint, and geometrics of the preferred infrastructure improvements will be established, preliminary right-of-way impacts defined, and support decisions required to generate construction details have been made.

Develop site development Infracore model and flight path for use in Project outreach.

30% Design Plans, Reports, and Estimate:

The 30% plan set shall include the following sheets:

- Cover sheet (1 sheet)
- General notes and legend sheet (2 sheet)
- Typical sections (10 sheets)
- Site prep/demolition plans (50 sheets)
- Plan over profile sheets showing basic roadway geometry information, channelization, and stormwater. (90 sheets)
- Major intersection layout plans (7 sheet)
- Stormwater facility plans (45 sheets)

- Water/sewer/utility plans (90 sheets)
- Signal and RRFB/PHB plans (10 sheets)
- Neighborhood Park and Civic Plaza Landscape plans (10 sheets)
- Landscape plans streetscape, illumination, RAB and details (55 sheets)

30% Preliminary Design Documentation Review

Subtask 4.2.1: 30% Design Cost Assessment

DCW will provide costs for specific preliminary concept plan elements to support decision-making for refinements of preferred concept elements.

- Prepare an opinion of probable construction costs during this stage including all elements as necessary for a complete cost estimate. The cost estimate will be prepared in a format compatible for COV review and editing.
- Prepare a final revision to the opinion of probable construction cost after review and commentary by the team.
- Provide ongoing cost advice throughout the design period to evaluate alternative designs, materials, and methods of construction.

30% Design Cost Assessment Review

Assumptions:

- 30% plans will be based on the preferred solution from Project Place Guide
- Areas designed within this task are within the limits depicted in Appendix A
- Cost estimates will be maintained as live throughout delivery of project in support of alternatives developed through to the 30% design

Deliverables:

- 30% plans and cost estimate (PDF of the plan set, and cost estimate)
- Draft stormwater report
- Infracore Video

Subtask 4.3: Project Phasing Summary Plan:

During Task 3 Master Plan and to be refined upon completion of the 30% plans, the consultant will provide Project Phasing Summary Plan depicting the following for each phase of work the consultant team will work with PMT to establish a phasing plan for the project. This task will identify construction phases based upon owner input anticipated available funding, and constructability. The FFF Team will establish individual phase timelines and cost estimates that are aligned with the financial planning deliverables.

- Graphic depicting project footprint and improvements
- List of phases required to be completed prior to current phase
- List of phases that can be built after current phase completion
- List of anticipated challenges
- List of anticipated benefits
- Cost estimate outlining phased improvements

- Funding strategy plan

Assumptions:

- Project phasing plan will be based on meetings with City, Stakeholders, traffic system operational limitations, and future programed funding
- Project team will coordinate with City to define cost estimate pricing, contingency numbers, and escalation cost to account for assumed timing for phased construction

Deliverables:

- Project phasing plan and staged costs

Subtask 4.4: Utility Coordination

Franchise Utility Coordination

PBS will contact franchise utilities within the project limits and obtain existing system mapping and discuss service requirements for the redeveloped Heights District.

A utility reconnaissance of the project corridor will be conducted to determine visual evidence of underground and aboveground utility facilities and confirm utility provided facility maps and project base map completeness.

Clark Public Utilities

Consultant will meet with Clark Public Utilities to review power service capacity for the redeveloped Heights District, potential power demand, power infrastructure improvements, and location of substations. Potential phasing of improvements will be discussed and potential uses that would necessitate facility upgrades will be evaluated. Building sizes and uses will be required to finalize system impacts and requirements, but conceptual level discussions will be based on the adopted Master Plan. The Consultant will also explore the possibility and location of joint utility trenches to facilitate service for multiple franchise utilities into the Heights District. Meetings will also discuss opportunities to extend power into the Heights District while keeping service to the existing buildings and strategies for retrofitting power service as proposed blocks redevelop.

Cable/Phone Utilities

Consultant will meet with providers of Cable and Telephone utilities to discuss existing service into the Heights District and requirement to provide high speed Cable and Phone service. Conceptual strategies for routing service and required system upgrades will be discussed. Potential phasing of improvements will be discussed and uses that would necessitate facility upgrades will be evaluated. Building sizes and uses will be required to finalize system impacts and requirements, but conceptual level discussions will be based on the adopted Master Plan. The Consultant will also explore the possibility and location of joint utility trenches to facilitate service for multiple franchise utilities into the Heights District. Meetings will also discuss opportunities to extend new utility service into the Heights District while keeping service to the existing buildings and strategies for retrofitting utility service as proposed blocks redevelop.

Northwest Natural

Consultant will meet with Northwest Natural to review gas service capacity for the redeveloped Heights District, potential demand, and required infrastructure improvements. Potential phasing of improvements will be discussed and uses that would necessitate facility upgrades will be evaluated. Building sizes and uses will

be required to finalize system impacts and requirements, but conceptual level discussions will be based on the adopted Master Plan. The Consultant will also explore the possibility and location of joint utility trenches to facilitate service for multiple franchise utilities into the Heights District. Meetings will also discuss opportunities to extend gas into the district while keeping service to the existing buildings and strategies for retrofitting gas service as proposed blocks redevelop.

Assumptions:

- Franchise Utilities will provide system maps for service to the Heights District
- Additional right-of-way and/or easements that may be required for relocated utilities, is the responsibility of the utilities or the City in the event of prior rights.
- City utilities such as fiber optics, water, and sewer will be considered during utility coordination

Deliverables:

- Meeting agendas and summaries for each utility meeting (3 total)
- Alternative analysis and 30% design: existing utilities identified and marked up on survey base mapping
- Joint utility location coordination in support of transportation system and development blocks (assumes up to 6 utility companies)

Subtask 4.4.1: Public Utility Coordination and Design

Sanitary Sewer and Water

- Consultant will review City provided system maps for sanitary sewer, water and storm sewer and confirm preferred connection points for service to the Heights District
- Consultant will work with City utility engineering staff to estimate the require sanitary sewer and water requirements for the new development.
- Anticipated building sizes, uses, and flows will be documented in a Utility Design Report and will be used for preliminary design purposes.
- Consultant will review the water and sewer service to the existing buildings and evaluate the need for re-routing the existing service lines to accommodate the proposed street infrastructure.
- Consultant will develop the proposed sanitary sewer main line routing and conceptual service line locations for each new development block. Sewer routing will be included in the 30% Design Plans.
- Consultant will develop the proposed water main network to serve the development with pipe sizes confirmed with the City of Vancouver. Conceptual water service and fire protection service lines will be located for each block and included in the 30% Design Plans.

Assumptions:

- City will provide utility plans, GIS, and other supporting documents for existing City utilities within the project corridor
- City will provide guidance on sewer main sizes for the Heights District
- City will provide guidance on water main sizes, available pressure, and connection points for the water network

Deliverables:

- Meeting agendas and summaries for each utility meeting (2 total)
- Utility Design Report

Subtask 4.5: Surveying

Subtask 4.5.1: Surveying and Base Map

PBS will perform boundary/right-of-way resolution, topographic/existing conditions surveying, data collection and pre-construction record of survey services to include the following:

1. Establish a densified control network throughout the project limits based on a horizontal datum of NAD 83/2011 (2011.00 Epoch)- Washington State Plane Coordinate System, South Zone 4602 (City of Vancouver Horizontal Survey Datum utilized for the May 2020 Tower Mall Existing Conditions Survey) and vertical datum of NGDV29 (City of Vancouver Vertical Survey Datum). The Heights project limits for survey services are defined in red on the included "Heights Project Limits" exhibit map.
2. Conduct research of existing records for information on property deeds, surveys, plats, highway and road rights-of-way and easements within the Heights project limits.
3. The survey field crew will collect field data (property corners, right-of-way/ centerline monuments, City of Vancouver existing survey control and physical boundary/right-of-way features) in the Heights project area and relevant to the project site. The project surveyor will then review research and field data and determine the right-of-way location and any interior or adjoining property line locations necessary for legal descriptions and exhibit maps to establish right-of-way acquisitions and easement takes.
4. Order and obtain title reports for properties within the interior of the Heights project limits and pertinent properties along the project right-of-way corridor (20 reports estimated).
5. "The project team will take previously defined right of way within the Heights Project District area for initial integration to broader right of way assessments throughout all infrastructure improvements.
6. Perform topographic/existing conditions survey sufficient for 30% civil design level within the limits shown on the attached "Project Limits" exhibit (Appendix A). It is understood that the topographic/existing conditions survey will be mostly established via the UAS flight (provided necessary waivers are obtained and the UAS flight can be carried out safely along project roadways). PBS will supplement data derived from the UAS flight with ground survey (total station, laser scanning, GPS) in major intersection areas (approximately 6-8 locations) to be identified by the Civil design team and within areas of tree canopy/aerial obstructions. PBS will conduct research of existing records for information on available as-built and utility maps, request One-Call utility locates within the public right-of-way, and coordinate with Mt View Locates to obtain conductible underground utility locates outside of the public right-of-way (private properties within the Heights project limits). PBS will field survey existing above ground features (i.e. edge of pavement, curbs, sidewalks, buildings, trees, utilities, grave markers, etc.), including cross sections necessary to produce one foot contour intervals based on UAS and ground survey data points. Topographic/existing conditions survey will also include targets for an aerial drone (UAS) survey to produce high resolution ortho-rectified imagery and point cloud data within available open areas.

7. Prepare an existing surface model reflecting collected topographic survey and break lines from the combination of UAS and ground survey data.

Base Map

Upon completion of the topographic/existing conditions survey and development of the surface model, PBS will prepare a boundary resolution and topographic/existing conditions base map showing mapped features and utilities collected from both field survey and as-built plans.

Site Visits

PBS will conduct routine site visits to verify office mapping and data collection fits field conditions for accuracy and completeness.

Project Photos

PBS will conduct site visits, take project photos of each property along the corridor and conduct field verification of survey data represented in project base map. PBS will use photographs to document pre-project conditions.

Assumptions:

- Access to the private properties requiring survey outside of the public right-of-way will be provided.
- Title reports will be billed as an expense. Approximately 55 title reports are estimated along the project corridor.
- Traffic control (flagging) will be billed as an expense for all work conducted within the travel lanes or intersections of the public right-of-way. When possible, PBS Survey will use the drone to obtain planimetric and spot shot elevation information. However, certain features (survey monuments, storm/sanitary pipe inverts) will require our physical presence in order to obtain accurate information or to validate record information.
- Traffic control plan (TCP) will be provided by the traffic control company providing necessary flagging and billed as an expense.
- Signalized intersection interruptions will need to be coordinated between the City of Vancouver and PBS Survey to coordinate adequate traffic control in these areas if necessary.
- The project is located within FAA Class "C" airspace. It is assumed PBS UAS Department will obtain the necessary waivers and permissions to fly the Heights project limits at a safe and effective altitude. If waivers are not able to be obtained, we will consult with one of our manned aircraft photogrammetry service providers and revise the flight costs accordingly.
- Private conductible underground utility locates will be billed as an expense.
- Interior property line locations, existing conditions and ownership will most likely change over the duration of the project. In this event, PBS will obtain updated title reports and make occasional field visits to track changes and note additional time required to account for the updating of new information.

Deliverables:

- Topographic/Existing Conditions Survey in Civil3D (CAD) and pdf format
- Surface Model (DTM)
- Base map with UAS (drone) imagery

- Project Photos
- Pre-Construction Record of Survey recorded with the Clark County Survey Department

Subtask 4.5.2: Tree Survey

PBS will provide arborist services and conduct a tree inventory survey with species, size (DBH), and general condition (health). Trees greater than 6" DBH will be surveyed and numerically tagged in coordination with the overall survey scope. PBS will provide documentation in a technical report with assessment methodology, itemized and numbered tree inventory spreadsheet, health with observed conditions and plan view exhibits.

Deliverables:

- Tree inventory in CAD with layer control and corresponding point/tree tag ID numbers
- Tree Assessment Report and Inventory Spreadsheet

Subtask 4.5.3 Right-of-Way Plans

The Consultant shall create the preliminary right-of-way plans and exhibits based on the 30% design. ROW plans and exhibits will be developed to City of Vancouver standards. Plans and exhibits will show in fee acquisitions along with temporary acquisitions. Once comments are received from the City staff, the consultant will update the draft right-of-way plans and develop landowner communication exhibits for communication with adjacent impacted landowners.

Right-of-way plans and property owner exhibits describing right-of-way impacts will be prepared in support of describing project acquisitions.

Assumptions:

- Draft right-of-way plan will be developed based on project limits shown in Appendix A
- A total of XX landowner communication exhibits will be prepared.

Deliverables:

- Prepare draft and final right-of-way plans based on impacted plans described in subtask
- Prepare exhibits for property owner discussions

Legal Descriptions and Exhibits (Reserved)

Survey Design Validation (Reserved)

Subtask 4.5.4 Archaeological Survey

AINW will conduct an archaeological survey for the Project area to meet local development review under Vancouver Municipal Code (VMC 20.710.080), review by the Washington State Department of Archaeology and Historic Preservation (DAHP), and in anticipation of state and federal laws regarding cultural resources that may be applicable. The area to be directly impacted, consisting of the City's proposed infrastructure improvements planned primarily on City-owned land and rights-of-way, will be surveyed for archaeological resources. Three known historic-period archaeological sites (45CL1441, 45CL1442, and 45CL1449) overlap the project area near the intersection between Devine Road and Mill Plain Boulevard.

Subtask 4.5.5 Pedestrian Survey and Shovel Testing

Archaeological survey fieldwork will consist of a pedestrian survey and shovel testing by hand to look for evidence of buried archaeological resources within the project area. Up to 40 shovel tests will be excavated

within the project area for the survey and to delineate the boundaries of the three known historic-period archaeological sites near the intersection of Devine Road and Mill Plain Boulevard. The shovel tests will measure 30 centimeters (12 inches) in diameter and will be excavated by hand at least 50 centimeters (20 inches) deep where possible. Excavation of the shovel tests may be extended using a bucket auger measuring 15 centimeters (6 inches) in diameter. Shovel testing will not be conducted in paved or graveled areas.

Subtask 4.5.6 Geotechnical Investigations

Because portions of the project are covered with asphalt and concrete, archaeological fieldwork will also include inspection of geotechnical investigations to document subsurface conditions. The scope includes up to two 10-hour days for an archaeologist to monitor and inspect geotechnical investigations.

Subtask 4.5.7 Park Hill Cemetery Boundary Confirmation

AINW will also assist with confirming the boundary of Park Hill Cemetery relative to the project following a removal of dedication procedure that occurred in 2018 following RCW 68.24.090. Park Hill Cemetery is a historic property that is eligible for listing in the National Register of Historic Places (NRHP). Confirmation of the cemetery's boundary will be accomplished through communication with the COV and with DAHP.

Assumptions:

- If artifacts are found during the archaeological survey, they will be photographed and documented in the field but not collected.
- Up to three archaeological resource forms (for known sites 45CL1441, 45CL1442, and 45CL1449) will be prepared and appended to the survey report, if evidence of these sites is encountered within the project area during the survey.
- If an archaeological site is identified during the survey that cannot be avoided by the project, additional archaeological work may be needed to evaluate its significance and assess the project's effects on the resource. A permit may also be needed from DAHP. If an archaeological resource is encountered during the survey, AINW will provide the City and project team with options and recommendations for any additional work that may be needed to comply with applicable state and/or federal laws regarding archaeological sites and permitting.

Exclusions:

If the project involves state capital funding in the future, a cultural resource survey (to include a historic resource survey in addition to the archaeological survey outlined above) may be needed to comply with Governor's Executive Order 21-02. If the project involves federal funding or permitting in the future, a cultural resource survey (to include a historic resource survey in addition to the archaeological survey outlined above) may be needed to comply with Section 106 of the National Historic Preservation Act. If the project will receive federal transportation funding in the future, a Section 4(f) analysis may be needed to comply with Section 4(f) of the United States Department of Transportation Act. Section 4(f) properties include publicly owned parks, recreation areas, refuges, and historic sites eligible for listing in the NRHP.

If needed, a historic resource survey would consist of documentation and evaluation of historic buildings and structures constructed 45 years ago or more. The historic resource survey would be conducted by a professional architectural historian to meet review by DAHP under SEPA, and/or to meet review under Executive Order 21-02 and/or Section 106 of the National Historic Preservation Act. Two historic resources within and adjacent to the project—Park Hill Cemetery at 703 N Devine Road and the City's Water Station No. 5 at 5401 Idaho Street—were previously documented and evaluated for NRHP eligibility. Park Hill Cemetery and Water Station No. 5 were each determined eligible for listing in the NRHP in 2020. If the project intersects

the parcels on which these historic resources are located, a professional architectural historian/historian may need to evaluate the effects of the proposed project on these resources.

Deliverables:

- AINW will develop a draft and final archaeological survey report prepared to meet local, state, and federal reviews that may be applicable. Up to three archaeological resource forms will be appended to the archaeological survey report.

Subtask 4.6: Geotechnical Engineering

Subtask 4.6.1: Geotechnical Site Evaluations

Current project plans include infrastructure design to support the future buildout of multiple City blocks. Development will include improvements to existing City streets as well as construction of new streets. Future buildout will require disposal of stormwater collected on City streets and will likely be accomplished using roadside swales, trenches, and drywells. PBS' current plans are to complete borings throughout the proposed development area to facilitate infiltration testing at depths of 5 and 20 feet below the existing ground surface (bgs), perform laboratory testing for correlation to hydraulic conductivity, and measure the depth to groundwater (if present within 30 feet of the ground surface). PBS will provide input regarding appropriate standard pavement sections based on soil type and consistency/relative density.

Subtask 4.6.2: Geologic Map Review

Geologic maps of the site area will be reviewed for information regarding geologic conditions at or near the site.

Subtask 4.6.3: Subsurface Exploration

Subsurface conditions will be explored by completing eighteen (18) borings using a truck-mounted drill rig. Borings will be advanced to depths of 30 feet bgs or practical refusal of the drilling equipment, whichever occurs first. In situ, standard penetration tests will be performed at 2.5- to 5-foot intervals. The borings will be logged, observed groundwater levels noted, and representative soil samples collected by a member of the PBS geotechnical engineering staff. Cuttings will be drummed and disposed of offsite.

Subtask 4.6.4: Piezometer Installation

Seven (7), 2-inch diameter PVC piezometer casings with 10 feet of screen will be installed at the site, one in each of two borings, to collect groundwater data during the required monitoring period. The piezometers will be equipped with a locking cap and protected with a flush, traffic-rated aluminum well monument. Data will be collected daily using pressure transducers and data loggers and will be downloaded twice during the monitoring period.

Subtask 4.6.5: Field Infiltration Testing

Eighteen (18) cased-hole, falling-head infiltration tests will be completed, one in each boring, at depths of 5 or 20 feet bgs in general accordance with City of Vancouver test procedures. A soil sample will be collected immediately below the infiltration test depth for laboratory testing. Borings will be extended up to 10 feet below the infiltration test depth.

Subtask 4.6.6: Soils Testing

Samples will be returned to our laboratory and classified by the Unified Soil Classification System (ASTM D2487) and/or the Visual-Manual Procedure (ASTM D2488). Laboratory tests may include natural moisture contents, Atterberg limits, and grain-size analyses, as appropriate.

Subtask 4.6.7: Geotechnical Engineering Analyses

The data collected during the subsurface exploration, literature research, and testing will be analyzed to develop geotechnical recommendations for design and construction.

Assumptions:

- Soil samples collected during the investigation will be stored for a minimum of 60 days after completion of subsurface exploration. Additional storage time may be requested for a monthly fee.
- PBS will complete a “one call” public utility notification and subcontract a private utility locate prior to beginning subsurface explorations. All reasonable efforts will be made not to damage any existing slabs, asphalt, landscaping, or underground utilities or sprinklers, etc.; however, PBS will not be responsible for repair costs associated with any damage to such improvements.
- Environmental services are not included in this geotechnical proposal. In the event environmental contamination is encountered during fieldwork, the Client will be notified immediately. PBS can provide these services, if requested, for an additional fee.
- Full-time traffic control required when performing geotechnical investigations within City streets.

Deliverables:

A geotechnical engineering report will be prepared containing the results of the PBS work, including the following information:

- Field exploration logs and site plan showing approximate exploration locations
- Laboratory test results
- Infiltration test results
- Groundwater considerations
- Recommended standard pavement sections based on subgrade soil type and consistency/relative density
- Recommendation on the use of native backfill for utility trenches.
- Signal pole foundation parameters
- Geotechnical Design Validations (Reserved)

Subtask 4.7: Traffic Engineering

A traffic impact analysis (TIA) memorandum, dated August 30, 2019 by HDR, was prepared for The Heights District redevelopment plan. It addresses redevelopment within Zones 1, 2 and 3 in the vicinity of the Tower Mall area, which are planned to include 1,340 residential units and 204,000 square feet of commercial space as replacement for the existing under-utilized 258,000 square feet of commercial space. The TIA assumed no new commercial trips. Between the bus rapid transit (BRT) system currently being built on Mill Plain Boulevard and the planned multi-modal transportation improvements within the district, the TIA assumes a 6% reduction in trips. The original TIA assumed all new trips to be related to the proposed residential land use. During the AM peak hour 400 net new trips are estimated, with 100 entering and 300 exiting. During the PM peak hour 600 net new trips are estimated, with 370 entering and 230 exiting.

At the November 30, 2021, meeting, the City expanded the scope of work to include updating the TIA to address the replacement of the commercial land uses to the many years of vacant space at the Town Mall.

The TIA assumed roundabouts will be installed at the MacArthur Boulevard/Andresen Road and MacArthur Boulevard/Devine Road intersections.

To maintain an acceptable level of service at studied intersections, a trip accounting system is proposed to verify trips generated by the proposed land uses do not exceed the new trips analyzed in the TIA. Multi-modal improvements are proposed to connect with the proposed trail on MacArthur Boulevard and the BRT system on Mill Plain Boulevard. These include crosswalks at uncontrolled locations on both Mill Plain Boulevard and MacArthur Boulevard as well as narrowing MacArthur Boulevard, which may require traffic signal modifications at the MacArthur Boulevard/Mill Plain Boulevard intersection.

The traffic engineering services will include preparing the updated TIA accounting for the park and plaza events, a traffic study related to traffic signal design, pedestrian crossing enhancements, roadway lighting, roundabout level of service and design, and other 30% design support.

The PBS traffic engineering scope of work proposes support of the following:

Subtask 4.7.1: Data Collection and Review of Supporting Materials

Review the traffic impact analysis related to the environmental impact statement, focusing on traffic impacts at intersections to be improved. Review the city, county, state and federal pedestrian crossing enhancement guidelines. Review the Safe Streets Vancouver Plan. Collect count data to evaluate crossing enhancements:

1. Speed and 24-hour volumes on MacArthur Boulevard and Mill Plain Boulevard near at uncontrolled crossing
2. Survey of existing active business by land use and square feet for trip generation purposes
3. Sight distance measurements
4. Pedestrian desirable paths between origins and destinations
5. Turning movement counts at the 10 studied intersections in the AM and PM peak hours
6. Collision data of study intersections
7. Regional transportation model data from SW Washington's Regional Transportation Council
8. Traffic signal timing values from the City
9. Previously developed Synchro models of the studied intersections from the City

Subtask 4.7.2: Intersection Operational Analysis and Design

Traffic Signals

Analyze the existing signals at the Mill Plain Boulevard/MacArthur Boulevard, Mill Plain Boulevard/Devine Road, and Mill Plain Boulevard/N. Andresen intersections based on the updated land uses, road reconfigurations, and the updated TIA.

Recommend signal design modifications at the Mill Plain Boulevard/MacArthur Boulevard, Mill Plain Boulevard/Devine Road, Mill Plain Boulevard/N. Andresen intersections based on planned modifications to the approach roadways.

At the November 30, 2021, meeting, the City expanded the scope of work to include the signal design at the MacArthur Boulevard/Lieser Road/St Helen Road intersection. The travel lane configuration will be informed by the TIA. The analysis will include signal warrant analysis.

Traffic signal timing optimization for coordinated operation on Mill Plain Boulevard and at the Andresen Road and E 18th Street intersection. The signal timing will be based on a 110 second AM cycle length and 120 second PM cycle length.

The 30% plans will include plan view of the signal design including travel lane layout, pole, mast arms and signal head placement, crosswalks and pedestrian signal heads and push buttons.

Subtask 4.7.3: Roundabout Design Support

Provide traffic analysis support for roundabout alternative evaluations at the intersections of McArthur/Devine and McArthur/N. Andresen. This would include collecting updated traffic counts, preparing Sidra analysis for various lane, inscribed diameter, and approach configurations.

Subtask 4.7.4: Pedestrian Crossing Analysis and Design

Evaluate proposed locations for proposed midblock crosswalk locations along Mill Plain Boulevard, Devine, N. Andresen, and MacArthur Boulevard then recommend crossing enhancements types based on proposed improvements. The evaluation and design will be completed according to city, county, state, and federal guidance, including the City of Vancouver's Pedestrian Crossing Improvement Policy and the WSDOT Design Manual chapter 1510.10. At a minimum, apply engineering judgment at the proposed crossings to consider the following:

- High pedestrian crossing volume present with long block spacing. The focus will be related to pedestrian forecasts, origins and destinations.
- Evidence of pedestrian-vehicular midblock conflicts (site observations, law enforcement reporting, and city traffic engineers). Proposed crossing with a realistic opportunity to channel multiple pedestrian crossings to a single location. Sight lines that enable sufficient eye contact between motorists and pedestrians.
- Community commitment for a successful outcome.
- Ability to mitigate risks associated with the location using proven countermeasures such as, but not limited to, refuge islands, rectangular rapid flashing beacons, and/or pedestrian hybrid beacons.
- Modal interchange points where high volumes crossing pedestrians occur (e.g., transit stop to apartment complex).
- Practical design based on Chapter 1100 of the WSDOT Design Manual related to alternative analysis of midblock crosswalk enhancement.
- Evaluate traffic volume and speed data at the proposed crosswalk related to evaluating risk mitigation.

Design crossing enhancements related to preparing designs for rectangular rapid flashing beacons (RRFB), pedestrian hybrid beacons (PHB), and signing and striping.

Subtask 4.7.5: Safety Performance Analysis

Consultant shall prepare a Safety Performance Analysis to support the selection of intersection control for the Project. Safety analysis will be based on the current Highway Safety Manual (HSM) Methodology. Historic crash data will be evaluated to identify trends or patterns in type or severity of the crashes, identify the trends related to the primary contributing factors and inform the design considerations.

- 5-most recent years of crash data at the intersection and along approaches

- Predicted crash frequency and severity of each intersection alternative
- Safety analysis of each alternative compared to each other
- Summarize safety performance analysis to be incorporated into combined Alternatives Analysis Report

Subtask 4.7.6: Street Lighting Analysis

Perform lighting analysis along public roadways based on City of Vancouver lighting standard plans. This includes locations along Mill Plain Boulevard from MacArthur Boulevard to Devine Road, on MacArthur Boulevard from Mill Plain Boulevard to Devine Road and at the MacArthur Boulevard and Andresen Road roundabout. Provide lighting photometrics or preliminary lighting layout.

Subtask 4.7.7: Access Management Plan

Support development of Access Management Plan (AMP) for the project area. This will include a description of the relationship of access management to the daily operational safety of vehicular travel, as well as multi-modal features of the proposed roadway. The effect of driveway design on traffic operations and safety will also be analyzed and reported.

- The AMP will be developed taking into consideration current conditions, land uses, agreements, as well as other projected and anticipated transportation plans.
- The Consultant will coordinate their effort with the City's Traffic Engineering Division's on-going Access Management research and development program. This research, which involves a survey of other jurisdiction's ordinances, Access Management Plans and standards, will provide technical background for the Consultant's recommendations to the City for the Project corridor.
- The Consultant will review the City's existing design and development codes, identifying any shortcoming(s) in these codes, which would limit the implementation of the AMP.

Subtask 4.7.8: Traffic Reports

PBS will prepare the following reports in support of design efforts through to the 30% design level including submittal of both Draft and Final reports to the City for concurrence to design efforts. The reports below will be developed based project area as defined in Appendix A and subtasks to task 4.9 as described above.

1. Update the Heights District TIA prepared by HDR for the updated land uses. The TIA will follow the City's guidelines for evaluation of the site and studied intersections. The TIA findings and recommendations will be supported by narrative, tables, figures and LOS analysis reports. The report will provide an update of the TIA trip generation estimate and support a trip accounting methodology.
2. Develop project specific traffic analysis report based on road and intersection improvements to document existing and future traffic conditions. This report will provide recommendations for traffic signal modifications, signal analysis for the MacArthur Boulevard and Lieser Road intersection, roundabout configurations, north Andresen Road diet feasibility, pedestrian crossing enhancements, access management, and street lighting photometrics.

Assumptions:

- City of Vancouver's Pedestrian Crossing Improvement Policy will be used.
- The trip generation for The Heights District Plan will need updating from the TIA memorandum by HDR dated August 30, 2019.

- The analysis associated with The Heights redevelopment will only be related to zones 1, 2, and 3. Zone 4 is excluded.
- PBS will submit draft reports, review comments, update reports as needed, and submit final reports.

Deliverables:

- Draft and Final TIA update
- Draft and Final Traffic report documenting subtasks above including signal modifications, signal design, roundabout design, proposed road sections, pedestrian crossing enhancements, signal coordination, and lighting photometrics
- Draft and Final Access Management Plan (AMP) as appendix to traffic report

Task 5: Permitting

The project area is known not to contain critical areas or other regulated sensitive areas. The completion of critical area assessments or permitting outside of that typically required for civil infrastructure projects will not be necessary. As the initial master plans for the project were reviewed under the SEPA EIS process, the project will not require further review under SEPA unless there has been a significant change in the plans compared to what was initially reviewed.

When federal monies are made available then the project will be required to comply with the National Environmental Policy Act (NEPA). Based on the proposed project timeline, the NEPA review process can be initiated during further refinement beyond 30% without impacting delivery and construction timeframes.

Subtask 5.1: Preliminary Permitting Assessment

This task will include a review of the 30% design documents and the master plan SEPA EIS documentation to determine if additional SEPA review will be necessary in the future. This will culminate in the completion of a permitting matrix that will outline the steps, deliverables, and time frames necessary to achieve full project approval once federal funding is secured for the project and National Environmental Policy Act (NEPA) compliance is required. This matrix will serve as a roadmap for future project funding, planning, and scheduling efforts.

Assumptions:

1. Federal funding will be used to fund the improvements
2. The project footprint will not significantly differ from what is contained within the EIS
3. The NEPA process will be completed through FHWA

Deliverables:

1. Memo detailing SWPA review analysis
2. Permitting Matrix and Schedule

Subtask 5.2: Permitting Preparation (Reserved)

Task 6: 90% and Final Construction Documentation (Reserved)

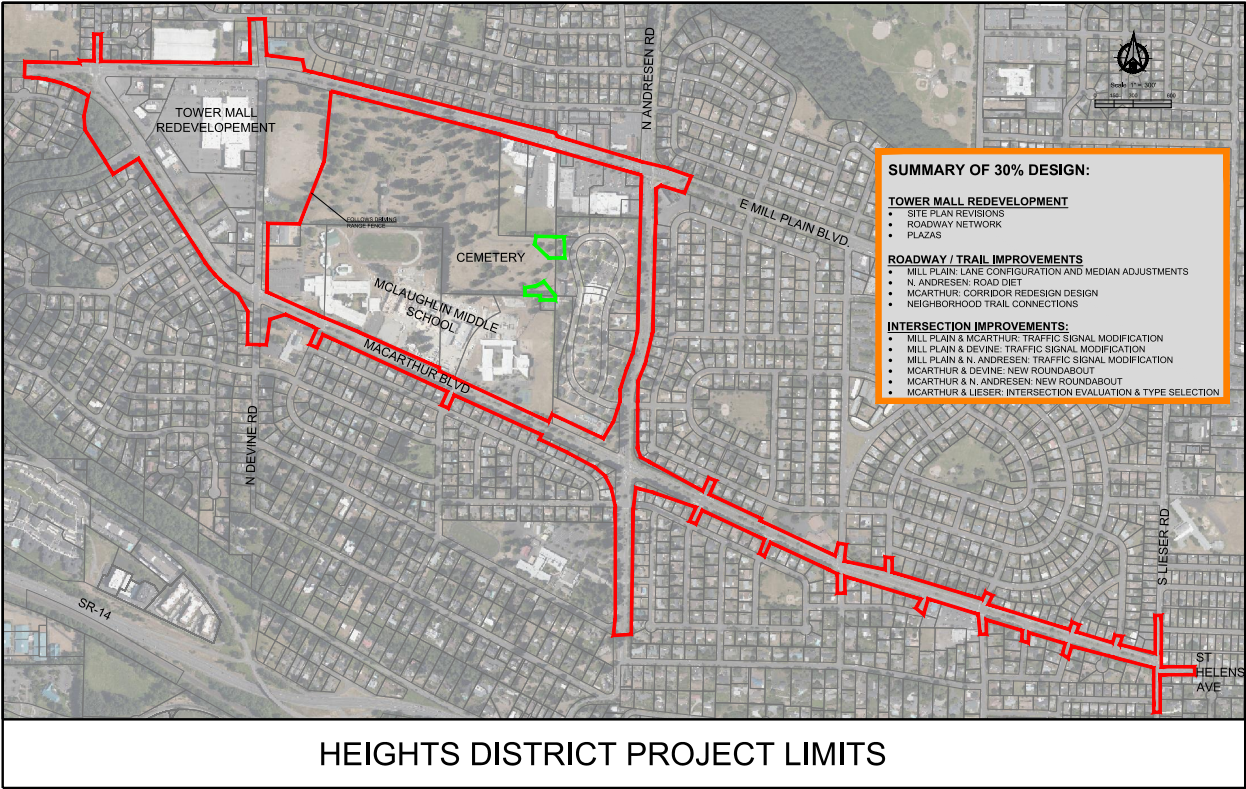
Task 7: Bidding and Construction Support Services (Reserved)

III. Fee

Please see attached Project Fee Worksheet illustrating fee information broken down for each firm's project team. Reimbursable for this project are included in the overall fee. The Exhibit number references the attached fee aggregate breakdown for each subconsultant.

The Heights Public Infrastructure:	Consultant	Exhibit	Fee
Prime Consultant – Project and Design Management	FIRST FORTY FEET		\$432,706
Landscape Architecture- Public Plaza and Park Design	Walker Macy	B	\$234,845
Capital Investment Strategy + Phasing	Leland Consulting	C	\$55,651
30% Civil Design, Infrastructure, Traffic and Lighting; Communication Plan	PBS Engineering	A	\$1,289,331
Cost Estimating	DCW Cost	D	\$24,750
Archaeology Investigations	AINW	E	\$34,968
Total			\$2,072,250

Appendix A



Attachment "B" Fee Schedules

The Heights District Project Proposed Fee Schedule		First Forty Feet					PBS Engineering	Walker Macy	Leland Consulting	DCW Cost	AINW	Task Labor Total
		W.Grimm	J. Graf	J. Brackenhoff	C. Trivisonno	J. Kaiser						
		Project Manager	Design Coordination	Urban Design	Support	Admin						
		\$160	\$140	\$120	\$110	\$95						
TASK	SCOPE OF WORK	hours					hours	hours	hours	hours	hours	
TASK 1 PROJECT ORIENTATION												
1.1	Contract Administration, Invoicing, and Progress Reports	36	12	12		18						78
1.2	Project Management Meetings											0
	- Bi-weekly PMT Meeting (20)	30	20	10	10							70
	- TAC-PMT Subtask Review Meetings (24)	36	24	16	10							86
	- Public Agencies and PMT Meetings (10)	15	10	8	8							41
	- Agendas/ Materials / Summaries (54)	80	20	12								112
1.3	Management, Coordination, and Direction	60	20	20	20							120
1.4	Quality Assurance/Quality Control	52	36	48	24							160
1.5	Project Management Team (PMT) Kick-off											
	- Kick-off Agendas/ Materials / Summaries (3)	8	4	6								78
Subtotal Staff Hours		317	146	132	72	18						
Subtotal Labor by Firm				685			0	0	0	0	0	
Subtotal Staff Labor Cost		\$50,720	\$20,440	\$15,840	\$7,920	\$1,710						
Subtotal Labor Cost by Firm				\$96,630			0	0	0	0	0	\$96,630
Task 2 COMMUNICATION PLAN - 15 weeks												
2.1	Engagement Purpose, Objectives and Goals - 2 weeks	4	4	2								10
2.2	Outreach Content and Materials Support											
	- Project Area Exhibit			2	4							6
	- Process and Timeline Graphic	1	2	4								7
	- Project Overview Text	1	1									2
	- Motion Graphic and Narrative	4	2	4	10							20
	- 3D & Plan Graphic Illustrations with Text	1	2	8	12							23
	- Periodic Update	4	4		8							16
	Online Survey Analyses & Summaries	2	2	0								4
	Agendas Summaries	2	2	0								4
2.3	Stakeholder Identification - 1 weeks	4	4									8
2.4	Project Engagement Milestones and Topics											
	Engagement #1 - Preliminary Concept Plans											
	- Stakeholder Group - 4 weeks	15	10	8	15							48
	- City Council	3	3									6
	Engagement #2 - Preferred Concept Plan											
	- Stakeholder Group - 3 weeks	15	10	8	15							48
	- City Council	2	2	0								4
	Meeting Materials & Presentations	12	12	36	80							140
	Communicaions Plan Review	2	2									4
2.5	Engagement Schedule and Content Review Schedule - 1 week	30	15									45
Subtotal Staff Hours		102	77	72	144	0						
Subtotal Labor by Firm				395			0	0	0	0	0	
Subtotal Staff Labor Cost		\$16,320	\$10,780	\$8,640	\$15,840	\$0						
Subtotal Labor Cost by Firm				\$51,580			0	0	0	0	0	\$51,580
TASK 3 MASTER PLAN - 40 weeks												
3.1	Field Guide - 10 weeks											
3.1.1	- Project Guidelines, Standards, and Program Elements - 2 weeks	8	25	24	45							102
3.1.2	- Project Preliminary Base Map - 3 weeks	12	16	30	80							138
3.1.3	- Adopted Heights District Plan: Preferred Concept Plan Assessment - 3 weeks	10	20	20	40							90
3.1.4	- Field Guide Document - 2 weeks	12	32	20	60							124
3.2	Place Guide (15% Design)											
3.2.1	- Project Placemaking Work Session - 3 weeks	24	24	40	20							108
3.2.2	- Preliminary Concepts - 4 weeks	40	30	90	160							320
3.2.3	- Public Arts, Gateways, and Wayfinding Plan - 3 weeks	20	12	30	10							72
3.2.4	- Civic Building Concept (Civic Plaza) - 3 weeks	20	10	36	10							76
3.2.5	- Preliminary Concepts Cost Assessment -	4	4	2								10
3.2.6	- Interim and Long-Term Public Use Areas Programming - 2 weeks	8	8	16	10							42
3.2.7	- Prelinary Concepts Technical Analysis	4	16	2	4							26
3.2.8	- Preferred Concept Plan - 3 weeks	60	40	80	80							260
3.2.9	- Preferred Concept Cost Assessment	4	2	2								8
3.2.10	- Preferred Concept Technical Analysis	4	12	2	8							26
3.3	Place Guide Document - 2 weeks	24	32	20	60							136
3.4	Capital Investment Strategy											
3.4.1	- Infrastructure Funding Opportunities	4										4
3.4.2	- Infrastructure Funding Strategy	4										4
3.4.3	- Phasing Assessment	6	2	4	4							16
Subtotal Staff Hours		268	285	418	591	0						
Subtotal Labor by Firm				1562			0	0	0	0	0	
Subtotal Staff Labor Cost		\$42,880	\$39,900	\$50,160	\$65,010	\$0						
Subtotal Labor Cost by Firm				\$197,950			0	0	0	0	0	\$197,950
TASK 4 DESIGN DEVELOPMENT DOCUMENTS - 20 weeks												
4.1	Programmatic Elements and Design Criteria	2	2									4
4.2	30% Preliminary Design Documentation	60	48	24	8							140
4.2.1	- Heights District 30% Design Cost Assessment	4	1	2								7
4.3	Project Phasing Summary Plan	8	4	2								14
4.4	Utility Coordination											0
4.4.1	- Public Utility Coordination and Design	2										2
4.5	Surveying - Surveying											0
4.5.1	- Surveying and Base Map	2	1	1								4
4.5.2	- Tree Survey	2	1									3
4.5.3	- Right-of-way Plans	4	1									5
4.5.4	- Archaeological Survey	2	1									3
4.5.5	- Pedestrian Survey and Shovel Testing	2	1									3
4.5.6	- Geotechnical Investigations	2	1									3
4.5.7	- Park Hill Cemetery Boundary Confirmation	2										2
4.6	Geotechnical Engineering											
4.6.1	- Site Evaluations											
4.6.2	- Geologic Map Review											
4.6.3	- Subsurface Exploration											
4.6.4	- Piezometer Installation											
4.6.5	- Field Infiltration Testing											
4.6.6	- Soils Testing											
4.6.7	- Geotechnical Engineering Analyses	2	1	1								4
4.7	Traffic Engineering											
4.7.1	- Data Collection and Review of Supporting Materials											
4.7.2	- Intersection Operational Analysis and Design	2	1									3
4.7.3	- Roundabout Design Support											
4.7.4	- Pedestrian Crossing Analysis and Design	2	1									3
4.7.5	- Safety Performance Analysis	2	1									3
4.7.6	- Street Lighting Analysis	2	1									3
4.7.7	- Access Management Plan	2	1									3
4.7.8	- Traffic Reports	2	2									4
Subtotal Staff Hours		106	69	30	8	0						
Subtotal Labor by Firm				213			0	0	0	0	0	
Subtotal Staff Labor Cost		\$16,960	\$9,660	\$3,600	\$880	\$0						
Subtotal Labor Cost by Firm				\$31,100			0	0	0	0	0	\$31,100
TASK 5 PERMITTING												
5.1	Preliminary Permitting Assessment	4	4	2								10
Subtotal Staff Hours		4	4	2	0	0						
Subtotal Labor by Firm				10			0	0	0	0	0	
Subtotal Staff Labor Cost		\$640	\$560	\$240	\$0	\$0						
Subtotal Labor Cost by Firm				\$1,440			0	0	0	0	0	\$1,440
Total Staff Hours		797	581	654	815	18	0	0	0	0	0	
Total Labor by Firm				2865								
Total Staff Labor Cost		\$127,520	\$81,340	\$78,480	\$89,650	\$1,710	\$0	\$0	\$0	\$0	\$0	
Subtotal Cost by Firm				\$378,700			\$1,203,541	\$230,240	\$54,560	\$24,750	\$34,633	\$1,926,424
Reimbursable Expenses by Firm							\$85,790	\$4,605	\$1,091	\$0	\$335	\$99,395
Total Cost by Firm				\$386,274			\$1,289,331	\$234,845	\$55,651	\$24,750	\$34,968	
SubConsultant Markup (3%)												\$46,432
Overall Project Fee												\$2,072,250

[illegible]

Haz Report Analysis	350
Traffic Counts	895
Survey (TC and Title Reports)	0
Survey (Private Utility Locates)	1400
Geotech (tests)	0
roughly 4 long and 4 local trips)	1012.48

Heights Project

30% Plans

Submittal & Title	Sheet Size	Scale	Count	Assumptions	Responsible	Hours/Sheet	Total Hrs.	Cumulative Hrs Per Sheet			PE	EIT	QC
Cover Sheet	11x17	NTS	1	Title	PBS	4	4	4	New	1	0.6	0.4	0.08
General Notes & Legend	11x17	NTS	2	Index/Drawing List	PBS	4	8	4	New	1			
Typical Sections	11x17	NTS	10	General typicals for site improvments	PBS	6	60	6	New	1			
Site Prep & Staging Plans	11x17	40	50	Planview	PBS	8	400	8	New	1			
Roadway Plan & Profile	11x17	40	90	Plan over profile sheets	PBS	10	900	10	New	1			
Intersection Plan	11X17	40	7	Planview	PBS	16	112	16	New	1			
Stormwater Facility Plans	11x17	40	45	Plan/Profiles/Notes	PBS	12	540	12	New	1			
Water/Sewer/Utility Plans	11x17	40	90	Planview/Notes	PBS	4	360	4	New	1			
Signal Plans (including RRFBs)	11x17	20	10	Planview	PBS	24	240	24	New	1			
Park and Civil Plaza Plans	11x17	20	8	Coordinate with FFF	PBS	1	8	1	New	1			
Landscape Index Sheet	11x17	NTS	1	Legend & Notes	PBS	1	1	1	New	1			
Landscape Plans	11x17	40	50	Plans	PBS	1	50	1	New	1			
Cost Estimate	NA	NA	1	Civil Estimate for Project	PBS	120	120	120	New	1			
Stormwater Report	NA	NA	1	Time to develop design approach, model, and report	PBS	320	320	320	New	1			
Infraworks Model	NA	NA	1	Time to develop model	PBS	160	160	160	New	1			
			Total	364				Total	3283				

Total Hours	2683
PBS Sheets	364
Hours/Sheet	7.37

Road	2143	1286	857	171
Storm	540	324	216	43
Utility	360	216	144	29
Traffic	240	144	96	19

PE-R	#REF!
EIT-R	#REF!
QC-R	#REF!
PE-L	#REF!
EIT-L	#REF!
QC-L	#REF!

January 21, 2022

Will Grimm, AIA
Principal
First Forty Feet

RE: The Heights District
WM Project #M3821

Dear Will,

We appreciate the opportunity to submit the following proposal for providing landscape architectural services for The Heights District.

Project Understanding and Team Roles:

1. The project includes master planning support, engagement support, and design documentation to 30% level for parks, streets, and public use areas associated with the redevelopment of the former Tower Mall site and surrounding district:
 - a. Parks include Civic Plaza, Neighborhood Park, and Cemetery Trail Connection
 - b. Landscape design for streets and public use areas
2. Walker Macy proposes the following sub-consultant team to assist us on the project and will be contracted directly to Walker Macy:
 - Fountain Designer: STO Design
 - Irrigation Consultant: Land Arc Associates
3. Walker Macy's role will be to provide the following:
 - For the Parks, Walker Macy, in collaboration with the design team, will document surface improvements including paving (pedestrian), planting, grading, irrigation strategy, water feature(s), site lighting layout, and site furnishings for areas within our scope.
 - For the streets and public use areas, Walker Macy, in collaboration with the design team, will document surface improvements including specialty paving finishes, planting, irrigation strategy, site lighting layout, and site furnishings for areas within our scope.
 - FFF and/or PBS will provide street and public use area plans with proposed locations of curbs, sidewalks, and utilities for use as backgrounds in landscape drawings
4. The team's civil engineer will be responsible for the following:
 - Document all subsurface utilities, roadway, vehicular improvements, and any work within the public right-of-way. We will collaborate with the civil engineer for road, parking, and site design, as well as storm water quality features that may be included in our scope. Walker

Macy will lead documentation of grading for Parks and Civil Engineer will lead documentation of grading for streets and public areas other than parks

- All erosion and sedimentation control documentation.
- 5. The team's structural engineer will document structural information for all walls greater than 3' in height and will document reinforcing for light pole foundations. The structural engineer will be available to review structural components of Walker Macy details and will provide signed and stamped structural calculations and redlines for details including but not limited to: custom guardrails and handrails, custom bench supports, joist and structural support member spacing and sizing for decks, fencing systems and structural footings, anchors and supports for other elements.
- 6. The team's electrical engineer will document all lighting and electrical services. Walker Macy will work with the team to select site fixtures and will include light fixtures in the landscape layout plan. The electrical engineer will provide CAD files of the electrical fixture locations to Walker Macy.
- 7. The team's cost estimating consultant will provide statements of probable costs. We will review and evaluate cost estimates prepared by others for work within our scope.
- 8. City of Vancouver will be responsible for providing the following:
 - A detailed site survey in AutoCAD 2013 or earlier format, suitable for construction documentation, will be available for our use.
 - Geotechnical Report of the project site.
 - Arborist Report for the project site.

Scope of Work:

Based on our understanding of the project, and the information provided, we propose the following scope of work:

- **Task 1: Project Orientation**
 - Subtask 1.1: Contract Administration, Invoicing, & Progress Reports.
 - WM will provide the firm's monthly invoicing and progress reporting to the FFF project manager no later than the fifth day of each month
 - Subtask 1.2: Project Management Meetings
 - Attend (10) PMT meetings (virtual)
 - Attend (6) TAC meetings (virtual)
 - Subtask 1.5: Project Management Team (PMT) Kick-off
 - Attend (1) PMT Kick-off Meeting (in-person in Vancouver)
 - Attend (1) PMT Kick-off Prep Meeting (virtual)
- **Task 2: Communications Plan**
 - Subtask 2.4: Project Engagement Milestones and Topics

- Attend (8) Stakeholder engagement sessions (virtual)
- Attend (2) City Council meetings (virtual)
- **Task 3: Master Plan**
 - Subtask 3.1.1: Project Guidelines, Standards, and Program Elements
 - Assemble and summarize guidelines, standards, and program elements for the public use areas, including Civic Plaza, Neighborhood Park, Grand Loop, pocket parks and landscape standards for streets
 - Attend (2) internal team meetings (virtual)
 - Subtask 3.1.3: Adopted Heights District Plan: Preferred Concept Plan Assessment and Evaluation
 - Provide an assessment and evaluation of the Civic Park and Neighborhood Park location and identify outlying issues and opportunities. (exhibit and annotation)
 - Subtask 3.1.4: Field Guide Document
 - Field Guide document review
 - Attend (2) internal team meetings (virtual)
 - Subtask 3.2.1: Project Placemaking Guiding Principles
 - Attend team site walk/investigation (in-person in Vancouver)
 - Attend internal team work session (virtual)
 - Subtask 3.2.1: Project Placemaking Guiding Principles
 - Prepare two (2) base concept alternative variations for placemaking for Civic Park and Neighborhood Park
 - Prepare preliminary layout plans and sketches
 - Prepare three-dimensional model of preliminary design concepts
 - FFF will insert into overall site model and export views for presentation graphics
 - Provide preliminary details and elements that support the thematic design and placemaking guiding principles
 - Attend up to four (4) internal team meetings (virtual)
 - Subtask 3.2.3: Public Arts, Gateways & Wayfinding Plan
 - Identity public art integration opportunities in the Civic Park and Neighborhood Park
 - Provide review and recommendations on the overall approach for the Draft Gateway elements and Wayfinding Plan
 - Attend up to two internal team meetings (virtual)
 - Subtask 3.2.6: Interim & Long-Term Public Use Areas Programming (parks)

- Review and provide recommendations for interim and long-term public use areas programming
 - Attend up to three (3) internal team meetings (virtual)
 - Attend and facilitate up to (3) meetings with Parks staff and/or park stakeholders (virtual)
- Subtask 3.2.7: Preliminary Concepts Analysis (parks/landscape)
 - Prepare technical analysis summary and evaluation of the preliminary public space programming
 - Prepare refinement recommendations for a preferred masterplan concept (Civic Park and Neighborhood Park)
- Subtask 3.2.8: Preferred Concept Plan (parks/landscape)
 - Prepare preferred alternative layout for the Civic Park and Neighborhood Park
 - Prepare three-dimensional model of preferred layout
 - FFF will insert into overall site model and export views for presentation graphics
 - Provide final details and elements that support the thematic design and placemaking guiding principles
 - Attend up to four (4) internal team meetings (virtual)
- Subtask 3.2.10: Preferred Concept Technical Analysis (parks/landscape)
 - Prepare technical analysis summary and evaluation of the preferred public space programming
 - Includes Parks and Landscape for Streets/Public Areas
 - Attend up to two internal team meetings (virtual)
- Subtask 3.3: Place Guide Document
 - Place Guide Document Review
 - Includes narrative and graphic support
 - Attend up to two internal team meetings (virtual)
- **Task 4: Design Development Documents**
 - Subtask 4.2: 30% Preliminary Design Documentation (parks/landscape)
 - Provide 30% design plans for Civic Plaza and Neighborhood Park
 - Includes preliminary plans for paving, grading, planting, site lighting layout, site furnishings, and sections/key details; Preliminary water feature and irrigation system narratives
 - Provide landscape plans for streetscape, illumination, roundabouts, and details

- Includes preliminary plans for specialty paving finishes, planting, site lighting layout, site furnishings, and sections/key details; Preliminary irrigation system narrative
- Attend up to four internal team meetings (virtual)
- Review cost estimate produced by others
- Subtask 4.3: Project Phasing Summary Plan
 - Phasing Summary Plan(s) for Parks; Input for Streets/Public Areas
 - Attend two (2) internal team meetings including a Project Phasing work session and follow-up draft plan review (virtual)

Fees

We propose the following fees:

Task 1 - Project Orientation	\$19,680.00
Task 2 - Communications Plan	\$7,640.00
Task 3 - Master Plan	\$116,190.00
Task 4 – 30% Design Documents	<u>\$86,730.00</u>
Total:	\$230,240.00 <i>plus expenses</i>

We propose to bill monthly on a percentage of completion per phase. Expenses are additional and will be billed at 1.1 times our cost.

Assumptions

1. Our proposal is based on the above scope of work, attached Description of Subconsultant Services from FFF, approved limit of work, and conversations with FFF, PBS, and City of Vancouver staff.
2. Project is scheduled to be completed within 12 months from Authorization to Proceed.
3. The project team cost estimator will develop landscape and site improvements quantity take offs and unit pricing. This information will be provided to Walker Macy for review as noted in the scope above. Walker Macy will evaluate quantities and unit cost and provide comments to client.
4. The following scope items may require additional services:
 - Client meetings in addition to those identified.
 - Site visits in addition to those identified.
 - Changes in meeting location from virtual to in-person, resulting in travel time and expenses
 - Professional illustrations.
 - Significant project schedule extensions.

The Heights District

January 21, 2022

Page 6 of 6

Please contact me or Brian Bishop if you have any questions, require clarification, or if we can be of further assistance. We look forward to working with you on The Heights project.

Sincerely,

WALKER MACY

Michael Zilis

Principal

mzilis@walkermacy.com

Walker Macy / The Heights													
Personnel and Hourly Rate													
1/21/2022	PIC hours	\$215 fee	PM hours	\$155 fee	QC hours	\$140 fee	LA hours	\$105 fee	Staff hours	\$85 fee	Admin hours	\$55 fee	Phase Total
Task 1: Project Orientation													
Subtask 1.1 - Contract Administration, Invoicing, & Progress Reports													\$3,960
WM will provide the firm's monthly invoicing and progress reporting to the FFF project manager no later than the	4	\$860	20	\$3,100	0	\$0	0	\$0	0	\$0	0	\$0	
Subtask 1.2 - Project Management Meetings													\$11,840
Attend (10) PMT meetings (virtual)	20	\$4,300	20	\$3,100	0	\$0	0	\$0	0	\$0	0	\$0	
Attend (6) TAC meetings (virtual)	12	\$2,580	12	\$1,860	0	\$0	0	\$0	0	\$0	0	\$0	
Subtask 1.5 - Project Management Team (PMT) Kick-off													\$3,880
Attend (1) PMT Kick-off Meeting (in-person in Vancouver)	4	\$860	12	\$1,860	0	\$0	4	\$420	0	\$0	0	\$0	
Attend (1) PMT Kick-off Prep Meeting (virtual)	2	\$430	2	\$310	0	\$0	0	\$0	0	\$0	0	\$0	
Total Hours	42		66		0		4		0		0		
Total Fees		\$9,030		\$10,230		\$0		\$420		\$0		\$0	\$19,680
Task 2: Communications Plan													
Subtask 2.4 - Project Engagement Milestones and Topics													\$7,640
Attend (8) Stakeholder engagement sessions	16	\$3,440	16	\$2,480	0	\$0	0	\$0	0	\$0	0	\$0	
Attend (2) City Council meetings	8	\$1,720	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	
Total Hours	24		16		0		0		0		0		
Total Fees		\$5,160		\$2,480		\$0		\$0		\$0		\$0	\$7,640
Task 3: Master Plan													
Subtask 3.1.1 - Project Guidelines, Standards, and Program Elements													\$7,570
Assemble and summarize guidelines, standards, and program elements for the public use areas, including Civic	8	\$1,720	16	\$2,480	0	\$0	16	\$1,680	0	\$0	0	\$0	
Attend (2) internal team meetings	4	\$860	4	\$620	0	\$0	2	\$210	0	\$0	0	\$0	
Subtask 3.1.3 - Adopted Heights District Plan: Preferred Concept Plan Assessment and Evaluation													\$2,520
Provide an assessment and evaluation of the Civic Park and Neighborhood Park location and identify outlying	4	\$860	8	\$1,240	0	\$0	4	\$420	0	\$0	0	\$0	
Subtask 3.1.4 - Field Guide Document													\$1,550
Field Guide document review	2	\$430	6	\$930	0	\$0	0	\$0	0	\$0	0	\$0	
Attend (2) internal team meetings	4	\$860	4	\$620	0	\$0	0	\$0	0	\$0	0	\$0	
Subtask 3.2.1 - Project Placemaking Guiding Principles													\$6,520
Attend team site walk/investigation (in-person in Vancouver)	8	\$1,720	16	\$2,480	0	\$0	8	\$840	0	\$0	0	\$0	
Attend internal team work session	4	\$860	4	\$620	0	\$0	0	\$0	0	\$0	0	\$0	
Subtask 3.2.2 - Preliminary Concepts (parks/landscape)													\$30,375
Prepare two (2) base concept alternative variations for placemaking for Civic Park and Neighborhood Park	8	\$1,720	24	\$3,720	0	\$0	16	\$1,680	0	\$0	0	\$0	
Prepare preliminary layout plans and sketches	8	\$1,720	24	\$3,720	0	\$0	16	\$1,680	0	\$0	0	\$0	
Prepare three-dimensional model of preliminary design concepts	1	\$215	4	\$620	0	\$0	32	\$3,360	8	\$680	0	\$0	
Provide preliminary details and elements that support the thematic design and placemaking guiding principles	8	\$1,720	24	\$3,720	0	\$0	16	\$1,680	4	\$340	0	\$0	
Attend up to four (4) internal team meetings	8	\$1,720	8	\$1,240	0	\$0	8	\$840	0	\$0	0	\$0	
Subtask 3.2.3 - Public Arts, Gateways & Wayfinding Plan													\$4,520
Identify public art integration opportunities in the Civic Park and Neighborhood Park	2	\$430	4	\$620	0	\$0	2	\$210	0	\$0	0	\$0	
Provide review and recommendations on the overall approach for the Draft Gateway elements and Wayfinding Plan	2	\$430	6	\$930	0	\$0	4	\$420	0	\$0	0	\$0	
Attend up to two internal team meetings	4	\$860	4	\$620	0	\$0	0	\$0	0	\$0	0	\$0	
Subtask 3.2.6 - Interim & Long-Term Public Use Areas Programming (parks)													\$15,890
Review and provide recommendations for interim and long-term public use areas programming	16	\$3,440	24	\$3,720	0	\$0	16	\$1,680	0	\$0	0	\$0	
Attend up to three (3) internal team meetings	6	\$1,290	6	\$930	0	\$0	2	\$210	0	\$0	0	\$0	
Attend and facilitate up to (3) meetings with Parks staff and/or park stakeholders	8	\$1,720	16	\$2,480	0	\$0	4	\$420	0	\$0	0	\$0	
Subtask 3.2.7 - Preliminary Concepts Analysis (parks/landscape)													\$10,820
Prepare technical analysis summary and evaluation of the preliminary public space programming	8	\$1,720	16	\$2,480	0	\$0	16	\$1,680	4	\$340	0	\$0	
Prepare refinement recommendations for a preferred masterplan concept (Civic Park and Neighborhood Park)	4	\$860	16	\$2,480	0	\$0	12	\$1,260	0	\$0	0	\$0	
Subtask 3.2.8 - Preferred Concept Plan (parks/landscape)													\$23,775
Prepare preferred alternative layout for the Civic Park and Neighborhood Park	4	\$860	24	\$3,720	0	\$0	40	\$4,200	0	\$0	0	\$0	
Prepare three-dimensional model of preferred layout	1	\$215	4	\$620	0	\$0	32	\$3,360	16	\$1,360	0	\$0	
Provide final details and elements that support the thematic design and placemaking guiding principles	4	\$860	20	\$3,100	0	\$0	16	\$1,680	0	\$0	0	\$0	
Attend up to four (4) internal team meetings	8	\$1,720	8	\$1,240	0	\$0	8	\$840	0	\$0	0	\$0	
Subtask 3.2.10 - Preferred Concept Technical Analysis (parks/landscape)													\$6,100
Prepare technical analysis summary and evaluation of the preferred public space programming	8	\$1,720	16	\$2,480	0	\$0	4	\$420	0	\$0	0	\$0	
Attend up to two internal team meetings	4	\$860	4	\$620	0	\$0	0	\$0	0	\$0	0	\$0	

Subtask 3.3 - Place Guide Document													\$5,260
Place Guide Document Review	4	\$860	8	\$1,240	0	\$0	16	\$1,680	0	\$0	0	\$0	
Attend up to two internal team meetings	4	\$860	4	\$620	0	\$0	0	\$0	0	\$0	0	\$0	
Total Hours	154		322		0		290		32		0		
Total Fees		\$33,110		\$49,910		\$0		\$30,450		\$2,720		\$0	\$116,190
Task 4: Design Development Documents													
Subtask 4.2 - 30% Preliminary Design Documentation (parks/landscape)													\$62,310
Provide 30% design plans for Civic Plaza and Neighborhood Park	16	\$3,440	60	\$9,300	12	\$1,680	100	\$10,500	80	\$6,800	0	\$0	
Provide landscape plans for streetscape, illumination, roundabouts, and details	8	\$1,720	40	\$6,200	12	\$1,680	80	\$8,400	80	\$6,800	0	\$0	\$2,000
Subconsultant - Irrigation design support													\$18,000
Subconsultant - Fountain design support													
Attend up to four internal team meetings	8	\$1,720	8	\$1,240	0	\$0	8	\$840	0	\$0	0	\$0	
Review cost estimate produced by others	2	\$430	6	\$930	0	\$0	6	\$630	0	\$0	0	\$0	
Subtask 4.3 - Project Phasing Summary Plan													\$4,420
WM PHASING INTERNAL PRODUCTION/COORDINATION	4	\$860	8	\$1,240	0	\$0	4	\$420	0	\$0	0	\$0	
Attend two (2) internal team meetings including a Project Phasing work session and follow-up draft plan review	4	\$860	4	\$620	0	\$0	4	\$420	0	\$0	0	\$0	
Total Hours	42		126		24		202		160		0		
Total Fees		\$9,030		\$19,530		\$3,360		\$21,210		\$13,600		\$0	\$86,730
Total Hours	262		530		24		496		192		0		
Total Fees		\$56,330		\$82,150		\$3,360		\$52,080		\$16,320		\$0	\$230,240
Expenses													\$4,605
Total Labor and Expenses													\$234,845

ATTACHMENT B

DESCRIPTION OF SUBCONSULTANT'S SERVICES

The Heights District Project

Professional services for the Heights District Project will include update of the masterplan (Tower Mall Redevelopment Area), evaluation of site development configuration options, traffic engineering, evaluation of roundabouts and traffic signals, lighting designs, park design, landscape designs, structural designs, environmental process and permits, and utilities coordination and design. Coordination of services and deliverables will integrate with and support the Equitable Development Plan project's recommended strategies and tools for culturally relevant and inclusive programming within the District and funding strategies to support one-time infrastructure and ongoing programmatic investments required to ensure equitable development of the Heights over the long-term. Additionally, project coordination and required federal documentation will be performed.

The Project team includes:

- First Forty Feet – Overall Project Management, Master Planning, Urban Design, Strategic Planning, Placemaking Strategies, Complete Street Design, and Community Engagement and Communications support.
- PBS Engineering and Environmental Inc. – Civil Design, Permitting, Grant Funding Opportunities, Communications Plan, Community Engagement and Communications support and summary reporting.
- Walker Macy – Landscape architecture, Public Open Space Design, Park Design, and Lighting Design Oversight
- Archaeological Investigations Northwest (AINW) – Cultural Resources Analysis
- DCW – Cost Management and Cost Estimating
- Leland Consulting Group – Capital Investment Strategy, and Real Estate Development Strategy

Walker Macy (WM) will lead design programming, use programming and maintenance, design development, for the Civic Park (Plaza), and Neighborhood Park and prepare streets/public areas landscape design details, and plans to 30% Design Documentation. The firm will provide FFF Team support for project management meetings, review/work sessions, stakeholder engagement and preliminary/preferred concept analyses.

Task	Description	Role
Subtask 1.1	Contract Administration, Invoicing, & Progress Reports	Support
Subtask 1.2	Project Management Meetings	Support/Attend
Subtask 1.5	Project Management Team (PMT) Kick-off	Support/Attend
Subtask 2.4	Project Engagement Milestones and Topics	Support/Attend
Subtask 3.1.1	Project Guidelines, Standards, and Program Elements	Support
Subtask 3.1.3	Adopted Heights District Plan: Preferred Concept Plan Assessment and Evaluation (Parks/Landscape)	Support
Subtask 3.1.4	Field Guide Document	Support
Subtask 3.2.1	Project Placemaking Guiding Principles	Support/Attend
Subtask 3.2.2	Preliminary Concepts (Parks/Landscape Design)	Lead/Support
Subtask 3.2.3	Public Arts, Gateways & Wayfinding Plan	Support
Subtask 3.2.6	Interim + Long-Term Public Use Areas Programming (Parks)	Support
Subtask 3.2.7	Preliminary Concepts Analysis (Parks/Landscape)	Lead/Support

Subtask 3.2.8	Preferred Concept Plan (Parks/Landscape)	Lead/Support
Subtask 3.2.10	Preferred Concept Technical Analysis (Parks/Landscape)	Lead/Support
Subtask 3.3	Place Guide document	Support
Subtask 4.2	30% Preliminary Design Documentation (Parks/Landscape)	Lead/Support
Subtask 4.3	Project Phasing Summary Plan	Support/Attend

Project Scope of Work

The First Forty Feet Team will work with the City of Vancouver to provide public outreach and prepare the final master plan, construction drawings, specifications, cost estimates, permit documents and provide bidding and construction support.

The Heights Project will complete master planning, construction, and permitting documents, for the development of public infrastructure including roadways, utilities, public spaces, wayfinding, and transit amenities within the 63-acre TMRA (Tower Mall Redevelopment Area).

The following scope of work tasks describes how the Consultant Team will collaborate with Vancouver Parks, Recreation and Cultural Services Department (Parks), city staff, key stakeholders, community members, and regulatory agencies to prepare the final masterplan, construction drawings, specifications, cost estimates, permit documents, and provide bidding and construction support for the Heights Project's public infrastructure.

I. Project Scope of Work Tasks

1. Heights Project Orientation

The First Forty Feet Team will coordinate with the City of Vancouver (COV) the Heights Project's management structure, work plan, schedule, and coordination roles.

Subtask 1.1 Contract Administration, Invoicing, and Progress Reports

First Forty Feet will provide contract administration, invoicing, and progress reporting for the Project to the COV project manager including the following:

1. Prepare and submit monthly invoices. Each invoice will include date period covered by invoice, number of hours worked during the billing period with billing rates shown; expenses; total cost for labor and expenses for the billing period; subconsultants fees for the billing period; and a total amount summarizing labor, expenses, and subconsultant fees.
2. Prepare a Contract Summary Report (CSR) to accompany the monthly invoices. The Contract Summary Report will list each invoice as well as current invoice with an itemized summary of invoice numbers, dates, and amounts billed for labor, expenses, and subconsultants as well as total amounts for each invoice. The Contract Summary Report will also list the total amount billed to date, total amount remaining under contract, and contract expiration date.
3. Maintain required contract documentation. Provide copies of project files and records to the city for audits and public information requests. Final documents shall be provided in electronic format as requested.

WM Deliverable

WM will provide the firm's monthly invoicing and progress reporting to the FFF project manager no later than the fifth day of each month.

1. Monthly invoicing and progress reporting to the FFF project manager

Subtask 1.2 Project Management Meetings

The First Forty Feet team tasks include coordination and facilitation of PMT meetings necessary to successfully complete the project. The First Forty Feet project manager will coordinate with the COV project manager to determine appropriate City staff, City representatives, consultant team members, key stakeholders, and/or public agencies representatives as needed to attend PMT meetings.

Project management tasks are integrated into each of the tasks in the Work Scope throughout the Design Confirmation (Task 1-4) and Design Implementation Phases (Task 5-7). The Project Management Team (PMT) will provide oversight and decision-making regarding the project scope, tasks deliverables, task deliverables review and schedule. The Project is assumed to be completed within 12 months in support of a Spring 2024 phase 1 construction start.

Anticipated Project Management Meetings	
Kick-off Mtg. Sessions	03
Bi-weekly PMT Meetings	20
TAC-PMT Subtask Review Meetings	24
Public Agencies and PMT Meetings	10
Total:	57

1. Preparation for and attendance at three (3) 2-hour project kickoff meeting sessions over Microsoft Teams with COV staff and the Consultant Leadership Team (CLT).
2. Up to twenty (20) bi-weekly video conference meetings with the Project Management Team (PMT). The number of meetings is based on a 12-month design schedule; however, the Consultant Team reserves the right to adjust the number of meetings if the project schedule exceeds 12-months.
3. Preparation for and attendance up to twenty-four (24) project deliverables work session/review meetings with the Technical Advisory Committee (TAC) and PMT.
4. Attendance up to 24 project deliverables work session/review meetings follow-up and subtask deliverable finalization with the PMT.
5. Preparation for and attendance up to ten (10) project coordination meetings with Public Agencies (PA) and the PMT.
6. Meet with PMT and TAC after the review of the 30% plan submittals

WM Deliverable

- *WM will support the FFF Team in facilitation of up to sixteen (16) Project Management Meetings.*
- Attend up to ten (10) PMT Meetings and six (6) TAC meetings. Project Management Meetings and provide meeting support with appropriate materials, and analyses as needed

Subtask 1.5: Project Management Team (PMT) Kick-off

First Forty Feet will facilitate project kick-off meeting sessions over a three-day period with the Project Management Team (PMT), Consultant Leadership Team (CLT) and additional consultants as needed to

confirm work plan, proposed schedule, and coordination of roles prior to each major task. Kick-off meeting sessions to be up to 2-hours in duration.

- Confirm expectations and outcomes of the Masterplan, Communications Plan, and project's critical path, including project tasks, deliverables, and critical milestones
- Confirm programming elements to be included in the design layout, including roadways, utilities and public spaces.
- Determine method(s) for COV delivery of background data and format of files (plans, drawings, GIS/Cad files) for creating a project area base map.
- Confirm PMT members and the overall Project decision-making process, including deliverables and documentation review in advance of community engagement
- Identify Technical Advisory Committee (TAC) (i.e, City departments staff, agencies, or providers), members and discuss their role throughout the project.
- Identify a range of potential stakeholders, as well as their anticipated roles and the expectations for community engagement throughout the project
- Confirm the First Forty Feet Consultant Team level of engagement support, appropriate methods of outreach, gathering feedback and engagement summaries.

WM Deliverable

- *WM will attend and support the FFF Team in facilitation of up to one (1) Kick-off Meeting.*
- *WM will attend one internal Team meeting in preparation for the Kick-off Meeting(s).*

Subtask 2.4 Project Engagement Milestones and Topics

Engagement milestones will be the opportunities for engagement to identify a range of stakeholder perspectives to inform the Project's preliminary and preferred concepts., public arts, gateways and wayfinding plan, interim and long-term public use area programming and on-site demonstration projects. Stakeholders will be given the opportunity to provide input so that the design of public infrastructure provides the most benefit to the communities it will serve.

FFF and PBS will coordinate with the COV engagement with stakeholders at two Project milestones.

- **Engagement Milestone #1** – Preliminary Concept Plans
- **Engagement Milestone #2** – Preferred Concept Plan

The FFF Team proposes two (2) engagement milestones with the Project stakeholders. *Engagement Milestone #1* is intended to gather insights on preliminary public area (streets, plazas and parks) design concepts and alternatives; and *Engagement Milestone #2* would review and provide feedback on the preferred public area (streets, plazas and parks) design concepts and alternatives. Engagement sessions will include one-on-one or group interviews, meetings, and feedback gathering through on-line surveys to be finalized in the Project's Communications Plan.

WM Deliverable

- *WM will support the FFF Team in facilitation of up to eight (8) stakeholder engagement sessions.*
- *WM will support the FFF Team during two (2) City Council meetings*

Task 3: Master Plan

The FFF Team will build from the Heights District Plan's development and programmatic elements supporting the internal and external street network and collection of public use areas through an iterative process of preliminary concepts development, identification of necessary refinements and concepts review to create a preferred concept for the Heights District's network of street and public uses areas. The product of Task 3 will be 1). A comprehensive Field Guide, establishing the base condition with technical analyses of the Adopted Heights District Plan and supporting policies and regulations and 2). A Place Guide including a preferred concept, supporting cost estimating, phasing, and supporting plans and strategies that establishes the framework for Task 4 Design Development Documentation and preparation of the 30% Design submittal.

Subtask 3.1 Field Guide

The First Forty Feet Consultant team will obtain, assess, and review Project area background information and drawings including, but not limited to the Heights District Plan, Heights District Plan Appendices, Heights Final Planned Action Environmental Impact Statement, Draft Heights Plan District (HX Zone) regulations, Heights District Draft Urban Design Guidelines and other plans, standards, guidelines or documents identified and deemed necessary by the COV.

First Forty Feet team will create a Field Guide document consisting of a preliminary site plan drawing, and summary report of the Project limits (Appendix A) design criteria (guidelines and standards) and programming for public use areas, streets and rights of way. The Field Guide enables the Project Team to confirm the design intentions of the Heights District Plan, assess and evaluate existing conditions, including planned and in-process infrastructure improvements and identify areas for possible plan adjustments, modifications or deviations. The Field Guide will establish the base condition for developing preliminary concepts and alternatives and a preferred concept plan that will be taken to 30% Design. The Field Guide will consist of the following elements:

Subtask 3.1.1 Project Guidelines, Standards, and Program Elements

The FFF Team will prepare a summary of the Heights Districts design guidelines, standards, and program elements for the Project area in excel spreadsheet and/or plan diagram exhibits for COV staff concurrence. Guidelines, standards and program elements will include but not be limited to:

- *Heights District streets:* including rights-of-way, typical street sections, and plans for E. Mill Plain Boulevard, MacArthur Boulevard, N. Devine Road (Mill Plain Boulevard to MacArthur Boulevard, N. Devine Road (Southeast Idaho Avenue to East 18th Street), N. Andresen Road, and the East McLoughlin Area Safety Improvement Project
- *Tower Mall Redevelopment Area internal streets:* adopted Plan rights-of-way and typical street sections consisting of the Loop Street (retail, residential, and festival street segments), Standard Street, and Internal Street
- *Planned round-a-bouts:* including conceptual drawing plans and sections for RAB's at N Devine Road and N Andresen Road
- *Planned BRT Stations:* as-built drawing plans and sections for stations at E. Mill Plain Boulevard and N. Devine Road and at E. Mill Plain Boulevard and N. Andresen Road.
- *Public realm and open space:* guidelines for the area (AC), location, program elements, and use activities

- *Public Art and Wayfinding*: guidelines for art and signage location, art features (representing culture, history and environment), art typologies, signage type and standards; and gateway elements (natural v. built)
- *Gateways*: guidelines for the Mill Plain and MacArthur intersection,
- *Stormwater BMPs*: guidelines for bio retention, overflow, and silva cell facilities for Loop retail, Loop residential, and internal street typologies
- *Landscaping*: Tree CAP Standards, HX zone landscape standards, and native/adaptive plant species list
- *Urban forestry BMP*: guidelines for soil volume amendments/silva cell details

Roadways and utilities will include but not be limited to:

- Right-of-way
- Lane widths
- Curb return radii
- Sidewalks and curbs
- Curb extensions
- Universally accessible curb ramps
- Roadway cross-section
- Roadway section depth
- Design speed
- Design vehicle
- Transition tapers
- Max. and min. profile grades
- Vertical curve criteria
- Water/Sewer Mains
- Planting Types

WM Deliverable

- *Assemble and summarize guidelines, standards, and program elements for the public use areas, including Civic Plaza, Neighborhood Park, Grand Loop, pocket parks and landscape standards for streets.*
- *Attend up to two internal team meetings.*

Subtask 3.1.3: Adopted Heights District Plan: Preferred Concept Plan Assessment and Evaluation

FFF will prepare an assessment and evaluation of the retail components of the activity center, civic park/plaza, neighborhood park and internal street alignments based on the criteria and fundamental characteristics for supporting retail, active public use areas and maximizing development potential within the Tower Mall Redevelopment Area. FFF criteria and fundamental characteristics will consider:

- Edge-to-edge retail configuration on both sides of the retail street
- Adequate drive-by traffic (5,000-15,000 ADT), visibility, and direct retail access
- Retail street design with on-street parking, bicycle access and parking, wide sidewalks to support through pedestrian movement, retail display, outdoor seating and furnishings.
- Plaza activated on all sides, highly visible and directly accessible from surrounding streets

- Potential access and easement issues with the internal streets layout and impacts on private parcels.

The FFF Team will identify issues, possible challenges and recommendations for potential modifications to be addressed with COV in a Heights Project Field Guide Work Session.

WM Deliverable

- *Provide an assessment and evaluation of the Civic Park and Neighborhood Park location and identify outlying issues and opportunities. (exhibit and annotation)*

Subtask 3.1.4 Field Guide Document

First Forty Feet team will create a Field Guide document consisting of a site plan drawing (preliminary base map), and summary report of the Project limits design criteria and programming for public use areas, streets and rights of way (Subtasks 4.1.1-4.1.3) The Field Guide will establish the base condition for developing preliminary concepts and alternatives and a preferred concept plan that will be taken to 30% Design.

The work session is intended to:

- Confirm placemaking features to be considered, including the Civic Building, interim programming for public area activation, public art integration and wayfinding
- Confirm the base condition design framework, right-of-way elements, roadway design, street sections, public spaces, and stormwater facilities.
- Determine areas of flexibility vs. confirmed design decisions for the adopted Plan.
- Address potential issues and project challenges identified in the assessment and evaluation.

WM Deliverable

- *Field Guide Document Review*
- *Attend up to two internal team meetings.*

Subtask 3.2 Place Guide

The First Forty Feet Team will create a Place Guide that will enable the FFF Team to measure and assess design concepts and implementation decisions that responds to and promotes the intent and function of the Heights District Plan's character areas (gateways, activity center, innovation hub and residential neighborhood) and is supported by the FFF Team's extensive experience in mixed-use and transit-oriented development, urban design, public gathering, and placemaking.

The FFF Team will distribute lead responsibilities for the Place Guide's preliminary concepts, concepts refinement and a preferred concept plan for the Project limits (Appendix A) as indicated:

FFF will lead concepts development for the layout and planning for the:

- Tower Mall Redevelopment Area's internal streets and Grand Loop,
- Surrounding Project's streets including E. Mill Plain Boulevard, N. Devine Road, MacArthur Boulevard, and Andresen Road
- Planned Civic Building

- Public Art Integration, Gateways and Wayfinding

WM will lead concepts development for the layout, programming and maintenance of public use areas including:

- **Civic Park**
- **Neighborhood Park**
- **Cemetery Trail connections**
- **Landscape design for streets and public use areas**

PBS will lead concepts development for the layout of the:

- Project areas Intersections and Round-a-bouts

Concept Development drawings will be prepared in a manner consistent with technical design documentation and illustration for public engagement.

- PBS will be responsible for managing the overall Project concept development technical drawing file(s).
- FFF will be responsible for managing the overall Project concept development illustrative plan file(s).

Subtask 3.2.1 Project Placemaking Guiding Principles

FFF and WM will lead placemaking for the Project guided by the Heights District Plan Appendices, and site investigation to develop thematic elements within the streets and public uses areas that define the spirit of place, is authentic, establishes continuity, and implements the Heights District Plan's vision for a vibrant, connected neighborhood center.

FFF and WM will define unique site qualities and characteristics that can support an identifiable place and help to guide the project narrative, core placemaking parameters (place brand) and determine:

- History, culture, and environmental qualities and characteristics that help define themes and inform design elements
- Place strategy and brand platform – The Heights and The Grand Loop
- Brand Narrative
- Experience Strategy

WM Deliverable

- *Attend team site walk/investigation*
- *Attend internal team work session*

Subtask 3.2.2 Preliminary Concepts

FFF Team will build upon the Heights District Plan and develop preliminary concepts that reflects the design intent and meet the program elements identified in the Field Guide.

The FFF Team will prepare up to (2) base concept alternative variations of the base condition developed in the Field Guide for placemaking within the Project area including designs for roadway alignment, intersections and roundabouts, streetscape and placemaking elements, public use area concepts for the

Civic Park, Neighborhood Park and pocket parks, public art integration, gateways, wayfinding, bike and pedestrian trails and connections, and enhanced transit access facilities. The base condition and concept alternative variations will be developed as plan drawings, sections and 3-D views and illustrated for use in preliminary concepts review with the COV and Engagement Milestone #1- Design Confirmation sessions. Preliminary concepts will include:

- Overall Masterplan: site layout for the Loop, Civic Park, Neighborhood Park, pocket parks, MacArthur Boulevard, Mill Plain Boulevard, Roundabouts at Andresen/MacArthur and Devine/MacArthur, and the Lieser Road/MacArthur Boulevard intersection.
- Preliminary Plans: layouts and three-dimensional details for the design and function of streets, intersections, multi-use trails and public use areas.
- Preliminary Details: identify alternatives for the design, and arrangement of paving materials, and stormwater management.
- Preliminary Elements: the type, location, and detail alternatives for wayfinding and interpretive signage, lighting, sidewalk and public area furnishing and landscape design character.

WM Deliverable

- Prepare two (2) base concept alternative variations for placemaking for Civic Park and Neighborhood Park.
- Prepare preliminary layout plans and sketches
- Prepare three-dimensional model of preliminary design concepts
- *Provide preliminary details and elements that support the thematic design and placemaking guiding principles*
- *Attend up to four (4) internal team meetings.*

Subtask 3.2.3 Public Arts, Gateways and Wayfinding Plan

First Forty Feet and Walker Macy will develop a draft and final Public Arts Integration Plan highlighting opportunities to integrate a variety of public art typologies and locations, and a Gateways and Wayfinding Plan defining wayfinding elements including navigational and interpretive signage and design and techniques for district Gateways.

WM Deliverable

- *Identify public art integration opportunities in the Civic Park and Neighborhood Park*
- *Provide review and recommendations on the overall approach for the Draft Gateway elements and Wayfinding Plan*
- *Attend up to two internal team meetings.*

Subtask 3.2.6 Interim and Long-Term Public Use Areas Programming

FFF and WM will outline a menu of viable interim and long-term programming concepts and explore design strategies that could catalyze activation of public use areas including a determination of capacity limits for a variety of activities, associated utilities, storage, and parking needs. These strategies could come in the form of park elements, public trails, temporary bicycle facilities, civic spaces, street murals, food carts, gathering spaces, event spaces, etc. The interim and long-term public use typologies will focus on the following:

- Create a destination Day One.

- Interim activation and placemaking
- Establish momentum for future development
- Messaging of The Heights brand story
- Leverage existing site assets and connections
- Utilities, parking and storage needs

WM Deliverable

- *Review and provide recommendations for interim and long-term public use areas programming*
- *Attend up to three internal team meetings.*

Subtask 3.2.7 Preliminary Concepts Technical Analysis

The FFF Team will prepare an analysis summary and evaluation of the preliminary concept's alternatives. Findings of the COV review and summary of community engagement sessions, and where work has been completed for traffic analysis, topo/model surveys, tree, archeological and geotechnical survey, will be used to evaluate the preliminary concepts and potential critical issues to address in development of the preferred concept

Preliminary Concepts Technical Analysis Report

Aspects to be included in the evaluation and concept analysis report will be:

- Critical issues identification
- Traffic operations
- Development feasibility phasing
- Potential phasing
- Costs
- Public space programming
- Refinement recommendations for a preferred master plan concept

WM Deliverable

- *Prepare technical analysis summary and evaluation of the preliminary public space programming.*
- *Prepare refinement recommendations for a preferred masterplan concept (Civic Park and Neighborhood Park)*

Subtask 3.2.8 Preferred Concept Plan

Based upon the findings and recommendations of the preliminary concepts' analysis report with the COV to determine key design refinements for a preferred concept plan. The preferred concept plan will consist of design elements for the Project area streets and public use areas consisting of

- Preferred Overall Project area Masterplan: site layout for the Loop, Civic Park, Neighborhood Park, Devine Road, Andresen Road, MacArthur Boulevard, Mill Plain Boulevard, Roundabouts at Andresen/MacArthur and Devine/MacArthur, and the Lieser Road/MacArthur Boulevard intersection
- Preferred Plans: dimensional plan layouts and typical conditions for all roadways and public use areas. Plan drawings will include landscape, paving, site furnishings, lighting, and stormwater bio-retention

- Preferred Details: identify the types, structural design, and arrangement of paving materials and stormwater management.
- Preferred Elements: identify the type, location, and materials specifications for lighting, furnishing and landscape street elements.

WM Deliverable

- Prepare preferred alternative layout for the Civic Park and Neighborhood Park.
- Prepare three-dimensional model of preferred layout
- *Provide final details and elements that support the thematic design and placemaking guiding principles*
- *Attend up to four (4) internal team meetings.*

Subtask 3.2.10 Preferred Concept Technical Analysis

Based on the preferred concept the FFF Team will prepare a technical analysis accounting for the infrastructure improvements listed below.

Preferred Concept Technical Analysis Report

Aspects to be included in the technical analysis report will be:

- Development site layout
- Roundabout intersections
- Signalized intersections
- Roadway alignments
- Vertical alignments
- Multi-Use Pathway alignments
- Public use areas and programming (Civic Park and Neighborhood Park)

The FFF Team shall refine the preferred concept level design sufficient to establish horizontal construction limits, quantities and major construction activities. The design will have horizontal and vertical control developed that meets appropriate design standards. Consultant shall prepare a drawing stamped "preliminary" for each concept. The drawing shall utilize the consultant provided ortho-rectified drone aerial imagery, topographic survey, GIS boundary and environmental data. Geometric design elements that do not meet design standards shall be identified as needing a design exception. Consultant shall analyze each concept and determine the potential benefits and impacts associated with construction of the proposed concept. Potential benefits and impacts to be considered include, but are not limited to, right-of-way, safety, utilities, construction costs, permitting and environmental impacts.

WM Deliverable

- *Prepare technical analysis summary and evaluation of the preferred public space programming*
- *Attend up to two internal team meetings.*

Subtask 3.3 Place Guide document

The Place Guide document shall include all desired program elements, cost, phasing, and a preferred master plan developed during the preliminary concepts and preferred concept development tasks including:

- Preliminary Concepts and Preferred Concept Layout Plans and Design Details
- Preliminary Concepts and Preferred Concept Graphic Illustrations

- Public Art, Wayfinding and Gateway Plan
- Interim and Long-term Programming Strategy
- Public Building Concept Alternatives
- Preliminary Concepts and Preferred Concept Cost Estimates
- Preliminary Concepts and Preferred Concept Technical Analyses
- Preferred Concept Plan Graphic Illustrations

WM Deliverable

- *Place Guide Document Review*
- *Attend up to two internal team meetings.*

Subtask 4.2 30% Preliminary Design Documentation

The FFF Team will develop preliminary documents to the 30% design stage based on preferred concept selected by the city. These documents will be used to assist the establishment of the overall project footprint and permitting process. Review documents will consist of drawings, and a preliminary opinion of probable construction cost. At this design level, the overall design layout, footprint, and geometrics of the preferred infrastructure improvements will be established, preliminary right-of-way impacts defined, and support decisions required to generate construction details have been made.

Develop site development Infracore model and flight path for use in Project outreach.

30% Design Plans, Reports, and Estimate:

The 30% plan set shall include the following sheets:

- Cover sheet (1 sheet)
- General notes and legend sheet (2 sheet)
- Typical sections (10 sheets)
- Site prep/demolition plans (50 sheets)
- Plan over profile sheets showing basic roadway geometry information, channelization, and stormwater. (90 sheets)
- Major intersection layout plans (7 sheet)
- Stormwater facility plans (45 sheets)
- Water/sewer/utility plans (90 sheets)
- Signal and RRFB/PHB plans (10 sheets)
- Neighborhood Park and Civic Plaza Landscape plans (10 sheets)
- Landscape plans streetscape, illumination, RAB and details (55 sheets)

WM Deliverable

- *Provide 30% design plans for Civic Plaza and Neighborhood Park*
- *Provide landscape plans for streetscape, including location of illumination, roundabouts, and details*
- *Attend up to four internal team meetings.*

Subtask 4.3 Project Phasing Summary Plan:

During Task 3 Master Plan and to be refined upon completion of the 30% plans, the consultant will provide Project Phasing Summary Plan depicting the following for each phase of work the consultant team will work with PMT to establish a phasing plan for the project. This task will identify construction phases based upon owner input anticipated available funding, and constructability. The FFF Team will establish individual phase timelines and cost estimates that are aligned with the financial planning deliverables.

- Graphic depicting project footprint and improvements
- List of phases required to be completed prior to current phase
- List of phases that can be built after current phase completion
- List of anticipated challenges
- List of anticipated benefits
- Cost estimate outlining phased improvements
- Funding strategy plan

WM Deliverable

- Attend two (2) internal team meetings including a Project Phasing work session and follow-up draft plan review.

The Heights Disrict Project Proposed Fee Schedule		Leland Consulting Group									Task Labor Total
		Brian Vanneman	Andy Parks	Sam Brookham	Wally Hobson	Jane St. Michael					
		Funding Lead	Funding Specialist for TIF, UID, other sources	Funding and Market Analyst	Senior Market & Development Analyst	Project Admin.; QA/QC					
		\$200	\$225	\$150	\$225	\$135					
\$44,360											
TASK		SCOPE OF WORK					hours	hours	hours	hours	
TASK 1	PROJECT ORIENTATION										
1.1	Contract Administration, Invoicing, and Progress Reports										
1.2	Project Management Meetings										
	- Kick-off Meeting Sessions (3)	6	2	6							14
	- Bi-weekly PMT Meeting (20)	4	4	4							12
	- TAC-PMT Subtask Review Meetings (24)	8		8							16
	- Public Agencies and PMT Meetings (10)										
1.3	Management, Coordination, and Direction										
1.4	Quality Assurance/Quality Control										
1.5	Project Management Team (PMT) Kick-off										
Subtotal Staff Hours		18	6	18	0	0					0
Subtotal Labor by Firm		42					0	0	0	0	
Subtotal Staff Labor Cost		\$3,600	\$1,350	\$2,700	\$0	\$0					
Subtotal Labor Cost by Firm		\$7,650					0	0	0	0	\$7,650
Task 2		COMMUNICATION PLAN									
2.1	Engagement Purpose, Objectives and Goals										
2.2	Outreach Content and Materials Support										
2.3	Stakeholder Identification	6	2	6							14
2.4	Project Engagement Milesones and Topics										
	- Engagement #1 - Preliminary Concept Plans										
	- Stakeholder Group										
	- City Council										
	- Engagement #2 - Preferred Concept Plan										
	- Stakeholder Group										
	- City Council										
2.5	Engagement Schedule and Content Review Schedule										
Subtotal Staff Hours		6	2	6	0	0					
Subtotal Labor by Firm		14					0	0	0	0	
Subtotal Staff Labor Cost		\$1,200	\$450	\$900	\$0	\$0					
Subtotal Labor Cost by Firm		\$2,550					0	0	0	0	\$2,550
TASK 3		MASTER PLAN									
3.1	Field Guide										
3.1.1	- Projet Guidelines, Standards, and Program Elements										
3.1.2	- Project Preliminary Base Map										
3.1.3	- Adopted Heights District Plan: Peferred Concept Plan Assessment										
3.1.4	- Field Guide Document										
3.2	Place Guide										
3.2.1	- Project Placemaking Work Session										
3.2.2	- Preliminary Concepts										
3.2.3	- Public Arts, Gateways, and Wayfinding Plan										
3.2.4	- Civic Building Concept (Civic Plaza)										
3.2.5	- Preliminary Concepts Cost Assessment -										
3.2.6	- Interim and Long-Term Public Use Areas Programming										
3.2.7	- Prellinary Concepts Technical Analysis										
3.2.8	- Preferred Concept Plan										
3.2.9	- Preferred Concept Cost Assessment										
3.2.10	- Preferred Concept Technical Analysis										
3.3	Place Guide Document										
3.4	Capital Investment Strategy										
3.4.1	- Infrastructure Funding Opportunities	20	10	50	6	2					88
3.4.2	- Infrastructure Funding Strategy	40	50	20	6	2					118
3.4.3	- Phasing Assessment	10	4	4	6	2					26
Subtotal Staff Hours		70	64	74	18	6					
Subtotal Labor by Firm		232					0	0	0	0	
Subtotal Staff Labor Cost		\$14,000	\$14,400	\$11,100	\$4,050	\$810					
Subtotal Labor Cost by Firm		\$44,360					0	0	0	0	\$44,360
TASK 4		DESIGN DEVELOPMENT DOCUMENTS									
4.1	Programmatic Elements and Design Criteria										
4.2	30% Preliminary Design Documentation										
4.2.1	- Heights District 30% Design Cost Assessment										
4.3	Project Phasing Summary Plan										
4.4	Utility Coordination										
4.4.1	- Public Utility Coordination and Design										
4.5	Surveying - Surveying										
4.5.1	- Surveying and Base Map										
4.5.2	- Tree Survey										
4.5.3	- Right-of-way Plans										
4.5.4	- Archaeological Survey										
4.5.5	- Pedestrian Survey and Shovel Testing										
4.5.6	- Geotechnical Investigations										
4.5.7	- Park Hill Cemetery Boundary Confirmation										
4.6	Geotechnical Engineering										
4.6.1	- Site Evaluations										
4.6.2	- Geologic Map Review										
4.6.3	- Subsurface Exploration										
4.6.4	- Piezometer Installation										
4.6.5	- Field Infiltration Testing										
4.6.6	- Soils Testing										
4.6.7	- Geotechnical Engineering Analyses										
4.7	Traffic Engineering										
4.7.1	- Data Collection and Review of Supporting Materials										
4.7.2	- Intersection Operational Analysis and Design										
4.7.3	- Roundabout Design Support										
4.7.4	- Pedestrian Crossing Analysis and Design										
4.7.5	- Safety Performance Analysis										
4.7.6	- Street Lighting Analysis										
4.7.7	- Access Management Plan										
4.7.8	- Traffic Reports										
Subtotal Staff Hours		0	0	0	0	0					
Subtotal Labor by Firm		0					0	0	0	0	
Subtotal Staff Labor Cost		\$0	\$0	\$0	\$0	\$0					
Subtotal Labor Cost by Firm		\$0					0	0	0	0	\$0
TASK 5		PERMITTING									
5.1	Preliminary Permitting Assessment										
Subtotal Staff Hours		0	0	0	0	0					
Subtotal Labor by Firm		0					0	0	0	0	
Subtotal Staff Labor Cost		\$0	\$0	\$0	\$0	\$0					
Subtotal Labor Cost by Firm		\$0					0	0	0	0	\$0
Total Staff Hours		94	72	98	18	6	0	0	0	0	
Total Labor by Firm		288									
Total Staff Labor Cost		\$18,800	\$16,200	\$14,700	\$4,050	\$810	\$0	\$0	\$0	\$0	
Subtotal Cost by Firm		\$54,560									\$54,560
Reimbursable Expenses by Firm		\$1,091									\$1,091
Overall Project Fee											\$55,651

January 19, 2022

William Grimm
First Forty Feet
2260 NW Everett St, Ste 10
Portland, OR 97210

RE: The Heights District Tower Mall Redevelopment Area Public Infrastructure Master Plan

FP-WA-2021-0183

Dear William Grimm,

Thank you for inviting our team to submit a proposal for Cost Consulting services on this project.

My understanding of the scope of services to be provided is incorporated into the attached assumptions as detailed in Schedule 1. The proposed fees in Schedule 2 assume these terms & conditions will be in effect for the provision of our services, and we reserve the right to adjust our fee should these be changed, or should we be required to execute a different contract between us.

I look forward to the opportunity of assisting you on this particular project. If you have any questions regarding these fees or the scope of our services, please do not hesitate to contact me. If you are in agreement with the scope, fees, and contract terms, please sign as indicated, retain a copy, and return the signed copy.

Sincerely,



Trish Drew, CPE, LEED AP
Managing Director

SCHEDULE 1

DCW COST MANAGEMENT, LLC's Basic Services

Project Description:

We understand that the project comprises cost planning for The Heights District Tower Mall Redevelopment Area Public Infrastructure Master Plan located in Vancouver, WA. The cost study scope of work includes costing the Masterplan and 30% Design documents.

The adopted Heights District Plan is a community vision for how the Heights District will develop over the next 20 years. The district includes a variety of public open spaces, diverse mixed-income, mixed-use housing typologies, affordable to a wide range of community members, safe multi-modal mobility opportunities and access to transit. Standing at 63-acres, the Tower Mall Redevelopment Area (TMRA) is the focus of most of the redevelopment proposed in the Plan. The Grand Loop concept forms the basis of the Heights District Plan with the goal of the project being the completion of documents for the development of public infrastructure including roadways, utilities, public spaces, wayfinding, and transit amenities within the selected area.

Detailed Scope of Work:

Task 1 3.2.5 Preliminary Concepts Cost Assessment

- Prepare an opinion of probable construction costs during this stage for up to two masterplan concepts and alternative variations including all elements as necessary for a complete cost estimate. The cost estimate will be prepared in Unifomat II component format.
- Prepare a final revision to the opinion of probable construction cost after review and commentary by the team.
- Provide ongoing cost advice throughout the design period to evaluate alternative designs, materials, and methods of construction.

Task 2 3.2.9 Preferred Concept Cost Assessment

- Prepare an opinion of probable construction costs during this stage including all elements as necessary for a complete cost estimate. The cost estimate will be prepared in Unifomat II component format.
- Prepare a final revision to the opinion of probable construction cost after review and commentary by the team.
- Provide ongoing cost advice throughout the design period to evaluate alternative designs, materials, and methods of construction.

Task 3 4.2.1 30% Design Cost Assessment

- Prepare an opinion of probable construction costs during this stage including all elements as necessary for a complete cost estimate. The cost estimate will be prepared in Unifomat II component format.
- Prepare a final revision to the opinion of probable construction cost after review and commentary by the team.
- Provide ongoing cost advice throughout the design period to evaluate alternative designs, materials, and methods of construction.

SCHEDULE 2
Fee Schedule

Fee Breakdown

	HRS	RATE	SUM
Task 1 3.2.5 Preliminary Concepts Cost Assessment	62	\$165	\$10,230.00
Task 2 3.2.9 Preferred Concept Cost Assessment	48	\$165	\$7,920.00
Task 3 4.2.1 30% Design Cost Assessment	40	\$165	\$6,600.00
SUM Total	150		\$24,750.00

The services in the scope of work (Attachment 1) will be performed on an **Hourly Basis NTE (not to exceed)** the amount of **\$24,750**.

The fees are valid for ninety days from the date of this proposal. Should any of the above tasks be deleted from our scope of services, we reserve the right to adjust the above fees, to reflect possible resultant changes to the scope of the remaining service.

The fee assumes that drawings, specifications, and reports required for the performance of our work will be provided electronically, at no cost to DCW Cost Management, LLC. Should you require printed copies of our opinions of probable construction cost, this fee assumes that we will provide a maximum of six copies of each report.

(end of page)

SCHEDULE 3**DCW COST MANAGEMENT, LLC Current Hourly Rate Schedule**

All other services not detailed above, including additional estimates, further revisions to completed estimates, use of different estimating formats, additional meeting attendance, value engineering, reconciliation with cost estimates prepared by other parties beyond that specifically included above, or bidding and construction phase services will be considered additional services. Unless otherwise agreed prior to the work being carried out, our fees for any additional services will be based on time expended at our normal billing rates prevailing at the time the work is carried out. Currently, these hourly rates are:

	<u>Bill Rate</u>
Directors	\$175.00
Specialists	\$165.00- \$175.00
Cost Estimators*	\$150.00 - \$165.00
Clerical	\$ 95.00
Deposition and Trial	Additional 50%

*Primary work performed by Cost Estimators

Confirmation of Agreement: This letter correctly sets out the scope and fees to be provided by DCW Cost Management, LLC for the proposed project.

DCW COST MANAGEMENT, LLC.

Client: First Forty Feet

DATE: 1/19/2022

DATE:

By: Trish Drew

By: William Grimm

Its: Managing Director

Its: Principal





Staff Report 029-22

TO: Mayor and City Council

FROM: Eric Holmes, City Manager

DATE: 2/28/2022
3/7/2022

SUBJECT Amendments to VMC 2, 6, 9, 15, and 19, to update the Parking Code to reflect recent changes to recognized holidays and update all code sections to use current best practice for institutional language related to disability

Strategic Plan Alignment

Goal 3: Create new programs that engage people of all ages, cultures, family configurations, educational backgrounds, trades, and professions.

Goal 3, Objective 3.1: Strengthen community identity and sense of belonging.

Present Situation

Council recently amended VMC 2.40.020 to include Juneteenth as a City holiday. As a result of the recent amendment, the parking code (VMC 19) needs to be updated to reflect the changes. Instead of adding "Juneteenth" to the list of holidays, the amendments proposed would replace individually named holidays with "City recognized holidays." This is consistent with other VMC's. Parking meters would still list the specific holidays, including Juneteenth, so that customers are aware that no payment is required.

The second aspect to the changes proposed is a change in terminology. The term "disabled parking" is outdated and the current best practice for institutional language related to disability is to use people first language. Therefore, it is proposed that "disabled" be replaced with "people with disabilities" in our municipal code where appropriate.

Advantage(s)

Parking code updated to reflect recent amendments to VMC 2.40.020. Also prevents the need for additional parking code edits in the event of future holiday additions or subtractions.

People first language aligns our code with current best practice for institutional language related to disability.

Disadvantage(s)

None

Budget Impact

Implementing this additional parking holiday day will result in the City collecting approximately \$17,000 less in revenue in the Parking Fund per year. There will be no budget impact for changing to people first language.

Prior Council Review

Council approval of amendments to VMC 2.40.020 - January 3, 2022. There has been no prior review for the change to people first language.

Action Requested

On Monday, February 28, 2022, approve ordinance on first reading, setting date of second reading and public hearing for Monday, March 7, 2022.

Steve Kaspan, Parking Manager 360 487-8658.

ATTACHMENTS:

- ▣ Ordinance

02/28/22
03/07/22

ORDINANCE NO. _____

AN ORDINANCE relating to the update of City recognized holidays, the enforcement of parking regulations, and updating outdated language in the Vancouver Municipal Code referring to persons with disabilities; providing for savings, severability and an effective date.

WHEREAS, as reflected in SR - _____, City Council recently amended VMC 2.40.020 to include Juneteenth as a City holiday; and

WHEREAS, as a result of the recent amendments, the parking code also needs to be updated to reflect the changes; and

WHEREAS, the amendments proposed would replace individually named holidays in VMC Title 19 with “City recognized holidays”; and

WHEREAS, the proposed amendments would be consistent with other VMC’s referencing holidays; and

WHEREAS, parking meters would still list the specific holidays, including Juneteenth, so that customers are aware that no payment is required; and

WHEREAS, the term “disabled parking” is outdated and the current best practice for institutional language related to disability is to use people first language (e.g., “person with a disability”).

NOW, THEREFORE,

BE IT ORDAINED BY THE CITY OF VANCOUVER:

Section 1. That part of section 1 of Ordinance M-3242 and last amended by that part of section 1 of Ordinance 3655, codified as 2.20.030, is hereby amended to read as follows:

2.20.030 Special police officers.

- a. Authority. Pursuant to Art. XI, section 11 of the state constitution, RCW 35.22.610, and City Charter section 1.04 and section 3.03, the city manager or his or her designee may appoint city employees as special police officers.
- b. Special police officer. A special police officer means a city employee who has been granted a limited law enforcement or police commission by the city manager or his or her designee to enforce some or all of the following non-criminal laws specified in this section:
 1. RCW 46.16.088, as adopted by VMC 9.02.010, concerning illegally transferred license plates, so long as such license plates do not involve stolen property;
 2. Impounds of unauthorized vehicles under RCW chapter 46.55, as adopted by VMC 9.02.010, and other impound situations authorized by local ordinance;
 3. RCW 46.55.113(2)(b), as adopted by VMC 9.02.010, concerning the impound of vehicles in the public right of way that obstruct traffic or pose a threat to public safety;
 4. RCW 46.55.113(2)(f), as adopted by VMC 9.02.010, concerning the impound of vehicles in violation of ~~disabled~~ parking laws or regulations for persons with disabilities;
 5. RCW 46.55.113(2)(h), as adopted by VMC 9.02.010, concerning the impound of vehicles in specially designated parking zones;
 6. Abatement and removal or disposal of junk vehicles or parts thereof under RCW chapter 46.55, as adopted by VMC 9.02.010, and the abatement and removal or disposal of junk and inoperable vehicles or parts thereof authorized by local ordinance;

7. All local, non-criminal laws or regulations concerning stopping, standing, or parking contained in the VMC, including, but not limited to, all state laws or regulations concerning stopping, standing or parking adopted by VMC 9.02.010.
- c. Special police officers shall enforce the provisions in VMC 2.20.030(b), according to the directives of the chief of police or his or her designee within the Vancouver Police Department.
- d. All special police officers appointed under this chapter shall be referred to as "limited commissioned law enforcement officers", and special police officers shall represent themselves to the public as "limited commissioned law enforcement officers."
- e. In the course of performing their duties, special police officers are prohibited from carrying firearms and from making any arrest.
- f. The authority conferred upon special police officers in this section shall not vest any such officer with any police civil service or police pension rights.

Section 2. That part of Ordinance M-3578, codified as 2.20.040, is hereby amended to read as follows:

2.20.040 ADA compliance coordinator commissioned as law enforcement officer.

- a. The City of Vancouver ADA compliance coordinator currently employed or employed hereafter, or any employee of the city assigned by the city manager or his or her designee to perform the duties of ADA compliance coordinator, is hereby specially commissioned by the Vancouver Chief of Police as a law enforcement officer.
- b. The special commission as a law enforcement officer is limited. The ADA compliance coordinator is authorized to enforce only those laws pertaining to issuing notices of civil infractions for the violation of ordinances, statutes and regulations pertaining to: parking spaces for persons with disabilities~~disabled parking spaces~~; improper parking in parking spaces for persons with disabilities~~disabled parking spaces~~ and access areas; for improper signage of parking spaces for persons with disabilities~~disabled parking spaces~~; for improper dimensions of parking spaces for persons with disabilities~~disabled parking spaces~~; and for all ordinances, statutes and regulations pertaining to persons with disabilities~~disabled persons~~ accessibility to buildings and public programs located within the city limits of Vancouver, Washington. The ADA compliance coordinator is not authorized to effectuate any arrest for any violation.
- c. The authority conferred upon the ADA compliance coordinator or any designee by this section shall not vest the ADA compliance coordinator or any designee with any police civil service or police pension rights under federal law, Washington state law or under any ordinance or regulation.

Section 3. That part of section 1 of Ordinance 1489, codified as 6.16.010, is hereby amended to read as follows:

6.16.010 Definitions.

Hospital. "Hospital," whenever used in this chapter, means and includes any building, place or institution maintained and conducted for the purpose of caring for sick, injured and persons with disabilities~~disabled persons~~.

Person. "Person," whenever used in this chapter, means and includes any person, firm, corporation or association.

Section 4. That part of section 2 of Ordinance M-3669, codified as 8.06.035, is hereby amended to read as follows:

8.06.035 Exceptions.

This chapter shall not apply to any person with a disability~~disabled person~~ using a wheelchair conveyance as defined in RCW 46.04.710, strollers used to transport small children or city equipment.

Section 5. That part of section 1 of Ordinance M-3871, codified as 9.97.050, is hereby amended to read as follows:

9.97.050 Fines.

The fine for an infraction detected under authority of this chapter shall be a base monetary penalty of \$124.00. Whenever, in the future, the state of Washington increases any fine imposed under this chapter, by legislation or court rule, the City's fine shall automatically be increased to a like amount upon the effective date of such legislation or court rule, not to exceed the amount of a fine issued for parking infractions within the City, including ~~disabled~~ parking infractions for parking spaces for persons with disabilities.

Section 6. That part of section 1 of Ordinance M-2557, and last amended by that part of section 18 of Ordinance M-3996, codified as 15.04.160, is hereby amended to read as follows:

15.04.160 Fees for Parks and programs.

- a. The director shall have authority to establish fees for the use of parks and for participation in parks and recreational activities; provided, that such fees shall be based on the policies set forth below;
- b. The policies for setting fees authorized by this chapter are as follows:
 1. It is the policy of the city to finance through its tax base a reasonable balance of parks and recreation services that meet the needs of the general citizenry. This financing should be directed to assure the overall administration and coordination of leisure services and for the provision of parks, open space, landscapes, parks improvements, recreation facilities, and their adequate maintenance.
 2. As it relates to recreation activities, the city, through user fees and charges, may charge an amount to cover direct program costs for labor, leadership, supplies, materials, and service charges that benefit identifiable and specific groups, i.e., enrichment classes, sports leagues.
 3. When unusual or hardship circumstances apply, the city may make some compensatory efforts to support special service needs, i.e., persons with disabilities~~person of disability~~ or low income.
 4. When the operation of facilities requires special operational costs involving materials, supplies, supervision, and services additional fees may be appropriate. The fee amount will take into consideration the goal of making the facility self-supporting.
 5. The Director shall provide to the Parks and Recreation Advisory commission for their consideration and review the annual/biennial park fee schedules.

Section 7. That part of Ordinance M-4088, codified as 19.02.040, is hereby amended to read as follows:

19.02.040 Limited Parking.

A. Purpose Authorized. For the purpose of facilitating the movement of traffic and access to the business districts of the city and providing just and equitable parking privileges and opportunities for operators of motor vehicles, the city traffic engineer may impose time limits upon parking in any portion of any street.

The city traffic engineer may also establish the hours and days when such time limits shall be effective. The city traffic engineer shall provide for the posting of signs giving notice of such time limits and special restrictions. In the absence of signs giving notice of such special restrictions, the general provisions of the traffic code shall govern.

B. Hours and Days Excepted. Time limits on parking imposed pursuant to the preceding subsection shall be applicable between the hours of eight a.m. and six p.m. daily except Saturdays and Sundays and ~~the following City recognized holidays: New Year's Day, Martin Luther King, Jr.'s Day, President's Day, Memorial Day, Independence Day, Labor Day, Columbus Day, Veterans' Day, Thanksgiving Day and the day after, and Christmas Day.~~

Section 8. That part of Ordinance M-4088, codified as 19.10.040, is hereby amended to read as follows:

19.10.040 Parking for Persons with Disabilities~~Disabled Parking.~~

Persons who are issued or who have been issued a ~~disabled~~ parking permit for persons with disabilities under state law may park their vehicles in compliance with regulations thereof.

Provided, however, free parking is limited to a maximum of four hours on any one day in the following situations: 1) Vehicles displaying a special ~~disabled~~ parking placard for persons with disabilities or special ~~disabled~~ parking license plate for persons with disabilities in non-reserved, on-street parking spaces; 2) Vehicles displaying a special ~~disabled~~ parking placard for persons with disabilities or special ~~disabled~~ parking license plate for persons with disabilities in nonmetered, on-street parking places reserved for persons with physical disabilities ~~physically disabled persons~~. These time restrictions shall be clearly posted and shall apply between the hours of 8 a.m. and 6:00 p.m., Monday through Friday, except on City recognized holidays ~~specified in section 19.11.030~~, in the following geographical area: Commencing at the intersection of E Fourth Plain Boulevard and Lincoln Street, then east along Fourth Plain Boulevard to Interstate 5, then south along Interstate 5 to the Columbia River, then west along the Columbia River to the alignment of Lincoln Street if it were extended south of 8th Street, and then north following the alignment of Lincoln Street to Fourth Plain Boulevard to the point of beginning.

Section 9. That part of Ordinance M-4088, as last amended by that part of section 5 or Ordinance M-4211, and codified as 19.11.030, is hereby amended to read as follows:

19.11.030 Parking meter fees designated.

A. Between the hours of eight a.m. and six p.m. daily except Saturdays and Sundays, and also except days being celebrated as any of ~~the following City recognized holidays: New Year's Day, Martin Luther King's Birthday, Presidents' Day, Memorial Day, Independence Day, Labor Day, Columbus Day, Veterans' Day, Thanksgiving Day, the day after Thanksgiving, and Christmas Day,~~ the operator of a vehicle, upon entering any

metered parking space, shall immediately deposit in the proper adjacent parking meter, coins totaling no more than two dollars fifty cents (\$2.50) per hour as shown on the meter, and shall put the meter in operation. (In some short-term meters a portion of the hour is available free by turning the dial of the meter.) If the vehicle remains parked in the parking space beyond the legal parking time which is designated by a sign or signal on the parking meter, such vehicle shall be considered as parked overtime. In zones where parking is limited to fifteen minutes or less per use, the meter fee shall be no more than seventy cents (\$0.70) per quarter hour. In zones where parking is limited to thirty minutes or less per use, the meter fee shall be no more than one dollar thirty cents (\$1.30) per half hour, in zones where parking is limited to two hours or less per use, the meter fee shall be no more than two dollars fifty cents (\$2.50) per hour. In zones where parking is permitted for longer than two hours per use, the meter fee shall be no more than two dollars fifty cents (\$2.50) per hour.

The parking meter fee may be reduced administratively by the city manager or his/her designee in accordance with the provisions of section 19.11.040. The city manager, or his/her designee, shall report to the city council from time to time as requested by the city council, but in any event, shall report at least once every year regarding these parking rates.

B. The department of public works shall cause for there to be installed on each parking meter a suitable plate informing of the hours and days in which such metered parking regulations are enforced.

Section 10. That part of section 1 of Ordinance M-4088, as last amended by that part of section 8 of Ordinance M-4211, and codified as 19.13.050, is hereby amended to read as follows:

19.13.050 Parking fines and penalties.

Parking fines associated with parking violations related to meter violations, overtime violations, ~~disabled parking~~ violations involving parking for persons with disabilities, parking lot violations and other violations shall be as follows:

A. *Expired Meter.* Penalties for expired meter violations shall be twenty-five dollars (\$25) for each violation if paid or postmarked within thirty calendar days, and fifty dollars (\$50) for each violation if paid or postmarked after thirty calendar days.

B. *Paystation Violation.* Penalties for paystation violations shall be twenty-five dollars (\$25) for each violation if paid or postmarked within thirty calendar days, and fifty dollars (\$50) for each violation if paid or postmarked after thirty calendar days.

C. *Overtime Violation*. Penalties for overtime parking shall be thirty dollars (\$30) for each violation if paid or postmarked within thirty calendar days, and fifty-five dollars (\$55) for each violation if paid or postmarked after thirty calendar days.

D. *Improper Parking*. Penalties for improper parking shall be thirty-five dollars (\$35) for each violation if paid or postmarked within thirty calendar days, and sixty dollars (\$60) if paid or postmarked after thirty calendar days.

E. *Prohibited Parking*. Penalties for prohibited parking shall be forty dollars (\$40) for each violation if paid or postmarked within thirty calendar days, and sixty-five dollars (\$65) if paid or postmarked after thirty calendar days.

F. *Moving to Evade*. Penalties for moving to evade violations shall be thirty-five dollars (\$35) for each violation if paid or postmarked within thirty calendar days, and sixty dollars (\$60) if paid or postmarked after thirty calendar days.

G. ~~*Disabled Parking*~~ *Violations involving parking for persons with disabilities*. Fines, penalties, and assessments for violations of RCW 46.19.050 regarding special parking for persons with disabilities shall be provided in Section 46.19.050 RCW.

H. *Expired Tabs*. Penalties for expired tabs violations shall be fifty dollars (\$50) for each violation if paid or postmarked within thirty calendar days, and seventy-five dollars (\$75) if paid or postmarked after thirty calendar days.

I. *Permit Parking Violations*. Penalties for permit parking area violations on a highway, municipal parking lot, or public parking lot shall be twenty-five dollars (\$25) for each violation if paid or postmarked within thirty calendar days, and fifty dollars (\$50) if paid or postmarked after thirty days.

Section 11. That part of section 1 of Ordinance M-4088, as last amended by that part of section 9 of Ordinance M-4211, and codified as 19.13.060, is hereby amended to read as follows:

19.13.060 Table of parking fines and penalties.

All parking fines and penalties as outlined in sections 19.13.050 through 19.13.070 are listed in the following table.

Infraction	Fine	Fine
	If paid or postmarked within 30 calendar days	If paid or postmarked after 30 calendar days

Expired Meter	\$25.00	\$50.00
Paystation Violation	\$25.00	\$50.00
Overtime Parking	\$30.00	\$55.00
Improper Parking	\$35.00	\$60.00
Prohibited Parking	\$40.00	\$65.00
Moving to Evade	\$35.00	\$60.00
Improper Disabled Parking <u>for persons with disabilities</u>	\$450.00*	\$450.00*
Blocking an Disabled Access Aisle <u>for persons with disabilities</u>	\$450.00*	\$450.00*
Failure to display Disabled Placard <u>for persons with disabilities</u>	\$450.00*	\$450.00*
Expired Tabs	\$50.00	\$75.00
Permit Parking	\$25.00	\$50.00

*RCW 46.19.050 assigns a \$250 infraction plus a \$200 assessment for violations.

Section 12. That part of section 1 of Ordinance M-4088, as last amended by that part of section 9 of Ordinance M-4168, and codified as 19.13.070, is hereby amended to read as follows:

19.13.070 Table of references for common parking fines and penalties.

The following table is intended to identify the most common parking violations and is not intended to be an exclusive list of violations. Other violations may be identified in additional codes or laws.

Expired Meter	VMC 19.13.020(A)
---------------	------------------

Display of Expired Proof of Payment from Parking Pay Station	VMC <u>19.13.030</u> (A)(2)
Failure to Display Valid Proof of Payment from Parking Pay Station	VMC <u>19.13.030</u> (A)(3)
Overtime Parking	
Municipal Lot #2	VMC <u>19.07.060</u>
Signed Parking	VMC <u>19.13.045</u>
Parking Pay Stations	VMC <u>19.13.030</u> (A)(1)
Metered Parking	VMC <u>19.13.020</u> (B)
Parking Lots	VMC <u>19.07.030</u> (A)
Improper Parking	
Unauthorized Parking (Off Street Facility)	VMC <u>19.07.030</u>
Repair Vehicle on Street	WAC <u>308-330-436</u> (2)
Meter Tampering	WAC <u>308-330-630</u>
Moving to Evade	VMC <u>19.12.020</u> (A)
Displaying for purpose of sale	WAC <u>308-330-436</u> (1)(b)
Permit Parking	VMC <u>19.10.050</u>
Angle Parking	WAC <u>308-330-430</u>
Parallel Parking	RCW <u>46.61.575</u> (1) (2)
Back into Space (Lots)	VMC <u>19.12.050</u>
Construction Zone - Metered	VMC <u>19.10.020</u>
Loading Zone	WAC <u>308-330-442</u> (1)
Carpool Permit Required	VMC <u>9.92.060</u>
City Use Zone	VMC <u>9.60.120</u>
County Use Zone	VMC <u>9.60.130</u>

Tourist Use Zone	VMC 9.60.140
Expired Tabs	VMC 19.12.110
Prohibited Parking	
Prohibited Parking - Signed	RCW 46.61.570(1)(c)(ii)
Within 20' of Crosswalk (marked/unmarked)	RCW 46.61.570(1)(b)(iii)
Bus Zone	VMC 9.60.010 (A)
Obstructing Traffic	VMC 19.12.090
Prolonged Parking	VMC 19.12.100
Parking on Sidewalk or Plant Strip	RCW 46.61.570(1)(a)(ii)
Truck, Trailer, and Motor Homes Parking on Street	VMC 19.12.080
Blocking Driveway	RCW 46.61.570(1)(b)(i)
Within 30' of Stop Sign	RCW 46.61.570(1)(b)(iv)
Fire Lane	VMC 16.04.130
Disabled Parking Violations <u>Involving Parking for Persons with Disabilities</u>	RCW 46.19.050

Section 13. Savings. Those ordinances or parts of ordinances which are amended or repealed by this ordinance shall remain in full force and effect until the effective date of this ordinance.

Section 14. Severability. If any clause, sentence, paragraph, section, or part of this ordinance or the application thereof to any person or circumstance shall be adjudged by any court of competent jurisdiction to be invalid, such order or judgment shall be confined in its operation to the controversy in which it was rendered and shall not effect or invalidate the remainder of any parts thereof to any person or circumstances and to this

end the provisions of each clause, sentence, paragraph, section or part of this law are hereby declared to be severable.

Section 15. Effective date. This ordinance shall become effective immediately following the date of final adoption.

Read first time:

Ayes: Councilmembers

Nays: Councilmembers

Absent: Councilmembers

Read second time:

PASSED by the following vote:

Ayes: Councilmembers

Nays: Councilmembers

Absent: Councilmembers

SIGNED this _____ day of _____, 2022.

Anne McEnery-Ogle, Mayor

Attest:

Approved as to form:

Natasha Ramras, City Clerk

Jonathan Young, City Attorney



Staff Report 030-22

TO: Mayor and City Council

FROM: Eric Holmes, City Manager

DATE: 2/28/2022
3/7/2022

SUBJECT Approval of amendment to VMC 2.63.20 to establish consistency with other Boards and Commissions candidate review processes

Strategic Plan Alignment

N/A

Present Situation

VMC 2.63.20 directs the process of Parking Advisory Committee candidate review, and it is not consistent with how municipal code generally directs the process for reviewing candidates for other City Boards and Commissions. Further, this is not consistent with Council Policy 100-06 (Council Appointment of Community Members to Boards, Commissions, Advisory Committees and Task Forces), nor is it consistent with current practice for this committee. Currently, the code calls for candidates to be appointed by the Mayor and confirmed by Council. The change requested clarifies and aligns appointments to this committee to be made by the City Council.

Advantage(s)

Change mirrors other Boards and Commissions candidate review processes, which will provide a consistent process for candidates on advisory boards and commissions.

Disadvantage(s)

None

Budget Impact

The budget impact is neutral.

Prior Council Review

None

Action Requested

On Monday, February 28, 2022, approve ordinance on first reading, setting date of second reading and public hearing for Monday, March 7, 2022.

Steve Kaspan, Parking Manager, 360-487-8658

ATTACHMENTS:

- ▣ Ordinance

02/28/2022
03/7/2022

ORDINANCE NO. _____

AN ORDINANCE relating to the appointment of members to the Parking Advisory Committee; providing for savings, severability and an effective date.

WHEREAS, as reflected in SR - _____, the code used to direct the process of Parking Advisory Committee candidate review is not consistent with other city Boards and Commissions; and

WHEREAS, Currently the candidate is appointed by the Mayor and confirmed by Council; and

WHEREAS, the change requested is for both the Mayor and Council to appoint members to serve on the Parking Advisory Committee; and

WHEREAS, change mirrors other Board and Commissions candidate review processes which will provide a consistent process for all candidates on all B&C's.

NOW, THEREFORE,

BE IT ORDAINED BY THE CITY OF VANCOUVER:

Section 1. That part of Ordinance M-3460, codified as 2.63.020, is hereby amended to read as follows:

2.63.020 Membership-- Compensation.

The parking advisory committee shall consist of seven members who shall serve without remuneration and shall be appointed by the ~~mayor and confirmed by the~~ City Council. These members shall consist of either residents of the city or own property in the city or are officers in business or profession located in the downtown area.

Section 2. Savings. Those ordinances or parts of ordinances which are amended or repealed by this ordinance shall remain in full force and effect until the effective date of this ordinance.

Section 3. Severability. If any clause, sentence, paragraph, section, or part of this ordinance or the application thereof to any person or circumstance shall be adjudged by any court of competent jurisdiction to be invalid, such order or judgment shall be confined in its operation to the controversy in which it was rendered and shall not effect or invalidate the remainder of any parts thereof to any person or circumstances and to this end the provisions of each clause, sentence, paragraph, section or part of this law are hereby declared to be severable.

Section 4. Effective date. This ordinance shall become effective thirty (30) days following the date of final adoption.

Read first time:

Ayes: Councilmembers

Nays: Councilmembers

Absent: Councilmembers

Read second time:

PASSED by the following vote:

Ayes: Councilmembers

Nays: Councilmembers

Absent: Councilmembers

SIGNED this _____ day of _____, 2022.

Anne McEnerny-Ogle, Mayor

Attest:

Approved as to form:

Natasha Ramras, City Clerk

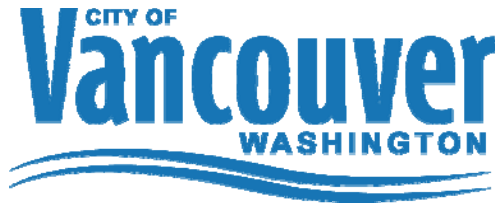
Jonathan Young, City Attorney

SUMMARY

ORDINANCE NO. _____

AN ORDINANCE relating to the appointment of members to the Parking Advisory Committee; providing for savings, severability and an effective date.

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



MEMORANDUM

DATE: Thursday, February 17, 2022
TO: Mayor and City Council
FROM: Council Committee 2 (Stober, Fox and Harless)
CC: Eric J. Holmes, City Manager
Shannon Ripp, Boards & Commissions

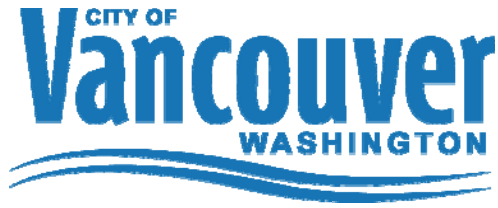
RE: Recommendation for Appointment to the Transportation and Mobility Commission

The Transportation and Mobility Commission provides advice to Vancouver City Council, the City Manager and city staff on a variety of transportation and mobility-related projects, programs and policies. It also provides ongoing feedback and guidance on development of citywide transportation policy through the update of the city's Transportation System Plan.

The Council committees recently interviewed four candidates for one specific seat on the Transportation and Mobility Commission and recommends the appointment of Corey Grandstaff with a term beginning immediately and expiring October 6, 2023.

If there are no objections, we would like to make these appointments at the **Monday, February 28, 2022** Council meeting.

Attachments:
Application
Current Roster



MEMORANDUM

DATE: Thursday, February 17, 2022
TO: Mayor and City Councilmembers
FROM: Council Subcommittee 1 (Hansen, Paulsen and Perez)
CC: Eric J. Holmes, City Manager
Shannon Ripp, Boards & Commissions

RE: Nomination for Appointment to the Fort Vancouver Regional Library District Board

The Fort Vancouver Regional Library Board is the governing body for the library district and oversees the library system, the service area of which includes the City of Woodland and Clark, Klickitat, and Skamania counties. The City of Vancouver has two representatives on the board.

Council Committee 1 considered five applicants for two mid-term positions and recommends Megan Dugan be nominated for the mid-term seat expiring December 31, 2023 and Kaitlin Dittmar be nominated for the mid-term seat expiring December 31, 2025. This recommendation will be forwarded to the Clark County Board of Commissioners, after which the appointment is contingent upon approval by the Clark, Klickitat and Skamania boards of commissioners.

If there are no objections, we would like to request approval of this nomination at the **Monday, February 28**, Council meeting.

Attachments:
Applications
Current Roster

INVOICE PAYMENTS REPORT

<u>Payment Category</u>	<u>Payment Type</u>	<u>Check Number</u>	<u>Payment Date</u>	<u>Payment Amount</u>	<u>Payment Payee</u>	<u>Payment Memo if applicable</u>
Supplier Payment	Manual Wire	No Reference	2/2/2022	112,932.66	Bank Of America N.A.	
Supplier Payment	Manual Wire	No Reference	2/3/2022	243.00	State of Washington Department of Licensing - Remit-To: DOL - Seattle Remit	
Supplier Payment	Manual Wire	No Reference	2/7/2022	161.89	Allegiance Benefit Plan Management Inc	
Supplier Payment	Manual Wire	No Reference	2/10/2022	6,801.07	ICMA 401A	
Supplier Payment	Manual Wire	No Reference	2/10/2022	246,155.03	ICMA Corp	
Supplier Payment	Manual Wire	No Reference	2/10/2022	310.17	Keybank National Association	
Supplier Payment	Manual Wire	No Reference	2/10/2022	223.50	Oregon SDU	
Supplier Payment	Manual Wire	No Reference	2/10/2022	405.00	State of Washington Department of Licensing - Remit-To: DOL - Seattle Remit	
Supplier Payment	Manual Wire	No Reference	2/10/2022	51,128.71	State of Washington Department of Retirement System (PERS)	
Supplier Payment	Manual Wire	No Reference	2/10/2022	860.35	Vancouver Fire Command Officers	
Supplier Payment	Manual Wire	No Reference	2/10/2022	22,997.38	Vancouver Firefighters Union Health & Welfare Trust	
Supplier Payment	Manual Wire	No Reference	2/10/2022	6,040.90	Washington SDU	
Supplier Payment	Manual Wire	No Reference	2/10/2022	17,800.00	Washington State Firefighters	
Supplier Payment	Manual Wire	No Reference	2/10/2022	18,648.44	Western States Health & Welfare Trust	
Supplier Payment	Manual Wire	No Reference	2/11/2022	316,071.98	Clark County - Remit-To: Clark County - Treasurer Vancouver	
Supplier Payment	Manual Wire	No Reference	2/11/2022	964,766.97	Internal Revenue Service	
Supplier Payment	Manual Wire	No Reference	2/14/2022	130,874.82	Blue Cross Blue Shield of Oregon	
Supplier Payment	Manual Wire	No Reference	2/14/2022	29,908.30	State of Oregon Department of Revenue	
Supplier Payment	Manual Wire	No Reference	2/14/2022	737,269.24	State of Washington Department of Retirement System (PERS)	
Supplier Payment	Manual Wire	No Reference	2/14/2022	20,020.35	Washington Dental Service	
Supplier Payment	Manual Wire	No Reference	2/17/2022	8,310.46	Bank Of America N.A. - Remit-To: Charlotte NC	
Supplier Payment	Manual Wire	No Reference	2/17/2022	90,757.14	Blue Cross Blue Shield of Oregon	
			Manual Wire Total	2,782,687.36		
Supplier Payment	EFT	EFT-00135317	2/10/2022	10,518.46	Vancouver Police Officer Guild	
Supplier Payment	EFT	EFT-00135318	2/10/2022	22,197.80	IAFF Local #452	
Supplier Payment	EFT	EFT-00135319	2/10/2022	13,051.07	Allegiance Benefit Plan Management Inc	
Supplier Payment	EFT	EFT-00135320	2/10/2022	947.40	Vancouver Command Guild	
Supplier Payment	EFT	EFT-00135321	2/10/2022	228.28	Legal Shield	
Supplier Payment	EFT	EFT-00135336	2/10/2022	37,467.50	George Elevator Service LLC	
Supplier Payment	EFT	EFT-00135337	2/10/2022	7,972.57	Eagle Newspaper Inc	
Supplier Payment	EFT	EFT-00135338	2/10/2022	713.72	Praxair Distribution Inc	
Supplier Payment	EFT	EFT-00135339	2/10/2022	7,500.03	Six Degrees Inc	
Supplier Payment	EFT	EFT-00135340	2/10/2022	565,433.26	Rotschy Inc	
Supplier Payment	EFT	EFT-00135341	2/9/2022	1,350.50	Allegiance Benefit Plan Management Inc	
Supplier Payment	EFT	EFT-00135342	2/10/2022	1,546.13	Garon Roofing & Sheet Metal Inc	
Supplier Payment	EFT	EFT-00135343	2/10/2022	190.00	T2 Systems Inc - Remit-To: T2- Atlanta	
Supplier Payment	EFT	EFT-00135344	2/10/2022	1,483.24	State of Washington Consolidated Technology Services	
Supplier Payment	EFT	EFT-00135345	2/10/2022	1,732.72	RELX Inc. - Remit-To: LexisNexis - Chicago	
Supplier Payment	EFT	EFT-00135346	2/10/2022	58,020.30	State of Washington Auditor's Office	
Supplier Payment	EFT	EFT-00135347	2/10/2022	13,245.60	Jacobs Engineering Group Inc	
Supplier Payment	EFT	EFT-00135348	2/10/2022	198.25	State of Washington Department of Enterprise Services	

INVOICE PAYMENTS REPORT

<u>Payment Category</u>	<u>Payment Type</u>	<u>Check Number</u>	<u>Payment Date</u>	<u>Payment Amount</u>	<u>Payment Payee</u>	<u>Payment Memo if applicable</u>
Supplier Payment	EFT	EFT-00135349	2/10/2022	6,010.54	Vancouvercenter Condominium Association	
Supplier Payment	EFT	EFT-00135350	2/10/2022	168,563.51	Lee Contractors LLC	
Supplier Payment	EFT	EFT-00135351	2/10/2022	6,581.47	McKesson Medical Surgical Inc	
Supplier Payment	EFT	EFT-00135352	2/10/2022	1,470.60	MacKay Sposito Inc	
Supplier Payment	EFT	EFT-00135353	2/10/2022	28,483.44	Routeware, Inc.	
Supplier Payment	EFT	EFT-00135398	2/12/2022	13,025.28	Sea Mar Community Health Center	
Supplier Payment	EFT	EFT-00135415	2/17/2022	19,349.36	Evoqua Water Technologies LLC	
Supplier Payment	EFT	EFT-00135416	2/17/2022	137,445.20	Tapani Inc	
Supplier Payment	EFT	EFT-00135417	2/17/2022	11,825.00	Economic Consultants Oregon Ltd	
Supplier Payment	EFT	EFT-00135418	2/17/2022	22,966.47	Otak Inc	
Supplier Payment	EFT	EFT-00135419	2/17/2022	27,075.00	Liberty Mutual Group Inc.	
Supplier Payment	EFT	EFT-00135420	2/17/2022	1,225.00	JCI Jones Chemicals, Inc.	
Supplier Payment	EFT	EFT-00135421	2/17/2022	6,999.52	Mercy Corps Northwest	
Supplier Payment	EFT	EFT-00135422	2/17/2022	3,022.50	Eagle Newspaper Inc	
Supplier Payment	EFT	EFT-00135423	2/17/2022	6,750.00	Arbutus Consulting LLC	
Supplier Payment	EFT	EFT-00135424	2/17/2022	11,295.00	Micro Enterprise Services of Oregon	
Supplier Payment	EFT	EFT-00135425	2/17/2022	290.26	Praxair Distribution Inc	
Supplier Payment	EFT	EFT-00135426	2/17/2022	1,150.30	Net Transcripts Inc	
Supplier Payment	EFT	EFT-00135427	2/17/2022	78,000.00	Proud Ground	
Supplier Payment	EFT	EFT-00135428	2/17/2022	390.60	JH Kelly, LLC	
Supplier Payment	EFT	EFT-00135429	2/17/2022	2,941.44	Fire Systems West	
Supplier Payment	EFT	EFT-00135430	2/17/2022	1,330.00	Brad Piesch Aggressive Enterprises, Inc	
Supplier Payment	EFT	EFT-00135431	2/17/2022	800,725.93	Operations Management International Inc	
Supplier Payment	EFT	EFT-00135432	2/16/2022	317.00	Allegiance Benefit Plan Management Inc	
Supplier Payment	EFT	EFT-00135433	2/16/2022	5,352.81	Granite Construction Company	
Supplier Payment	EFT	EFT-00135434	2/17/2022	9,077.09	Harrys Key Service Inc	
Supplier Payment	EFT	EFT-00135435	2/17/2022	25,447.68	Metereaders LLC	
Supplier Payment	EFT	EFT-00135436	2/17/2022	42,078.45	VB Grand Pacific LLC	
			EFT Total	2,182,986.28		
Cash Advance Payment	Direct Deposit	EFT-00135322	2/10/2022	88.50	Drew Klaetsch	Travel Advance
Cash Advance Payment	Direct Deposit	EFT-00135323	2/10/2022	88.50	Charlie Ahn	Travel Advance
Cash Advance Payment	Direct Deposit	EFT-00135324	2/10/2022	1,150.50	Kevin Bestul	Travel Advance
Cash Advance Payment	Direct Deposit	EFT-00135325	2/10/2022	1,150.50	Shane Orem	Travel Advance
Expense Payment	Direct Deposit	EFT-00135326	2/10/2022	162.74	Ryan Starbuck	Employee Reimbursement
Expense Payment	Direct Deposit	EFT-00135327	2/10/2022	165.38	Ian Crawford	Employee Reimbursement
Expense Payment	Direct Deposit	EFT-00135328	2/10/2022	28.17	Lisa Petersen	Employee Reimbursement
Expense Payment	Direct Deposit	EFT-00135329	2/10/2022	32.25	Edward Letarte	Employee Reimbursement
Expense Payment	Direct Deposit	EFT-00135330	2/10/2022	236.90	JT Thomas	Employee Reimbursement
Expense Payment	Direct Deposit	EFT-00135331	2/10/2022	270.81	Julie Patterson	Employee Reimbursement
Expense Payment	Direct Deposit	EFT-00135332	2/10/2022	12.50	Zachary Ripp	Employee Reimbursement

INVOICE PAYMENTS REPORT

<u>Payment Category</u>	<u>Payment Type</u>	<u>Check Number</u>	<u>Payment Date</u>	<u>Payment Amount</u>	<u>Payment Payee</u>	<u>Payment Memo if applicable</u>
Expense Payment	Direct Deposit	EFT-00135333	2/10/2022	511.04	Anne McEnergy-Ogle	Employee Reimbursement
Expense Payment	Direct Deposit	EFT-00135334	2/10/2022	14.62	Rainy Rau	Employee Reimbursement
Expense Payment	Direct Deposit	EFT-00135335	2/10/2022	245.00	Jessica Hild	Employee Reimbursement
Cash Advance Payment	Direct Deposit	EFT-00135399	2/17/2022	123.75	Holly Musser	Travel Advance
Cash Advance Payment	Direct Deposit	EFT-00135400	2/17/2022	434.50	Joseph Graaff	Travel Advance
Cash Advance Payment	Direct Deposit	EFT-00135401	2/17/2022	90.00	Adam Angel	Travel Advance
Cash Advance Payment	Direct Deposit	EFT-00135402	2/17/2022	90.00	Lupe Pelayo	Travel Advance
Cash Advance Payment	Direct Deposit	EFT-00135403	2/17/2022	90.00	Sierra Maxwell	Travel Advance
Cash Advance Payment	Direct Deposit	EFT-00135404	2/17/2022	185.00	Jason Beach	Travel Advance
Cash Advance Payment	Direct Deposit	EFT-00135405	2/17/2022	113.50	Nathan Hipple	Travel Advance
Cash Advance Payment	Direct Deposit	EFT-00135406	2/17/2022	90.00	Desmond Haske	Travel Advance
Expense Payment	Direct Deposit	EFT-00135407	2/17/2022	114.65	Ryan Miles	Employee Reimbursement
Expense Payment	Direct Deposit	EFT-00135408	2/17/2022	197.40	Mike Shrum	Employee Reimbursement
Expense Payment	Direct Deposit	EFT-00135409	2/17/2022	151.85	James Rayner	Employee Reimbursement
Expense Payment	Direct Deposit	EFT-00135410	2/17/2022	116.00	Frank Dick	Employee Reimbursement
Expense Payment	Direct Deposit	EFT-00135411	2/17/2022	31.08	Jessica George	Employee Reimbursement
Expense Payment	Direct Deposit	EFT-00135412	2/17/2022	198.61	Ross Keys	Employee Reimbursement
Expense Payment	Direct Deposit	EFT-00135413	2/17/2022	277.00	Jake Cahill	Employee Reimbursement
Expense Payment	Direct Deposit	EFT-00135414	2/17/2022	296.40	Anne McEnergy-Ogle	Employee Reimbursement
			Direct Deposit Total	6,757.15		
Supplier Payment	Check	787	2/10/2022	7,478.08	Aflac	
Supplier Payment	Check	788	2/10/2022	4,973.49	AFSCME Local #307	
Supplier Payment	Check	789	2/10/2022	459.50	CS&D/CASH Processing	
Supplier Payment	Check	790	2/10/2022	700.00	IAM Local #1374	
Supplier Payment	Check	791	2/10/2022	8,595.35	Life Insurance Company of North America	
Supplier Payment	Check	792	2/10/2022	500.00	MFS Service Center Inc	
Supplier Payment	Check	793	2/10/2022	75.00	OPEIU Local #11	
Supplier Payment	Check	794	2/10/2022	4,090.29	OPEIU Local #11	
Supplier Payment	Check	795	2/10/2022	704.00	Teamsters Local #58	
Supplier Payment	Check	796	2/10/2022	297.50	UA Local #290	
Supplier Payment	Check	797	2/10/2022	2,942.61	Western Conference of Teamsters	
Supplier Payment	Check	798	2/10/2022	1,110.90	Western Metal Industry Pension Plan	
Ad Hoc Payment	Check	799	2/9/2022	46.61	Acres Mobile Estates	RES-313136

INVOICE PAYMENTS REPORT

<u>Payment Category</u>	<u>Payment Type</u>	<u>Check Number</u>	<u>Payment Date</u>	<u>Payment Amount</u>	<u>Payment Payee</u>	<u>Payment Memo if applicable</u>
Ad Hoc Payment	Check	800	2/9/2022	71.70	Alward,Jordan and Alina	Utility Refunds: 0072000700-09
Ad Hoc Payment	Check	801	2/9/2022	50.94	Amanda Wilson	refund: ovpm of citation 7202604507
Ad Hoc Payment	Check	802	2/9/2022	11.72	Banks,Zackery	Utility Refunds: 0063096700-07
Ad Hoc Payment	Check	803	2/9/2022	201.00	Banks,Zackery and Josephine	Utility Refunds: 0063096700-07
Ad Hoc Payment	Check	804	2/9/2022	250.00	Barry Mapes	Damage Deposit Refund
Ad Hoc Payment	Check	805	2/9/2022	344.52	Benjamin Golomb	Transaction fees January 2022
Ad Hoc Payment	Check	806	2/9/2022	90.00	Billy J Albertson	Refund: bus lic fees ref COVID-19 surch ref prog
Ad Hoc Payment	Check	807	2/9/2022	17.62	Biver,Jennifer	Utility Refunds: 0500001293-02
Ad Hoc Payment	Check	808	2/9/2022	173.00	Biver,Jennifer and Amanda	Utility Refunds: 0500001293-02
Ad Hoc Payment	Check	809	2/9/2022	57.31	Bora,Floarea	Utility Refunds: 0051007400-02
Ad Hoc Payment	Check	810	2/9/2022	205.13	Burns,Dawn Kay	Utility Refunds: 0112010032-01
Ad Hoc Payment	Check	811	2/9/2022	220.23	Chen,Ran	Utility Refunds: 0073004057-02
Ad Hoc Payment	Check	812	2/9/2022	100.00	Cimarron Neighborhood Association	2021 Resource Conservation Challenge
Ad Hoc Payment	Check	813	2/9/2022	110.22	Cummins,Kenneth E and Christine A	Utility Refunds: 0126003340-03
Ad Hoc Payment	Check	814	2/9/2022	25,172.00	Earthworks Excavating Services Inc.	SCIP Program Carlsen estate for Pomerenk 8709 NE 63rd St INV WA2-22
Ad Hoc Payment	Check	815	2/9/2022	5,208.00	Earthworks Excavating Services Inc.	SCIP Program Lawson 9610 NE 3rd St INV WA21-22
Ad Hoc Payment	Check	816	2/9/2022	136.33	Everts,Lynn and Donny	Utility Refunds: 0107002886-12
Ad Hoc Payment	Check	817	2/9/2022	61.47	Frahler Electric Company	MPE-314769
Ad Hoc Payment	Check	818	2/9/2022	176.34	Frances Igisomar and Vincent Namauleg	Utility Refunds: 0500002179-02
Ad Hoc Payment	Check	819	2/9/2022	9.18	Fuller,Patricia	Utility Refunds: 0067050906-04
Ad Hoc Payment	Check	820	2/9/2022	267.65	Jackson III,James	Utility Refunds: 0069080332-10
Ad Hoc Payment	Check	821	2/9/2022	457.32	Jonathan Gudge	Claim Payment - DOL: 11/24/21 - Risk
Ad Hoc Payment	Check	822	2/9/2022	48.20	Levy,Daniel and Felicia	Utility Refunds: 0065023002-15
Ad Hoc Payment	Check	823	2/9/2022	54.59	Lewis Williams and Lolita Holloman	Utility Refunds: 0088036400-05
Ad Hoc Payment	Check	824	2/9/2022	204.00	Los Alambres	Refund: CIVICGOV inv 77037489 cust 722729
Ad Hoc Payment	Check	825	2/9/2022	100.00	Our Lady of Fatima Church	Refund: Alarm billing acct 51980 inv 99462030
Ad Hoc Payment	Check	826	2/9/2022	96.69	Page,Patricia	Utility Refunds: 0097001582-01
Ad Hoc Payment	Check	827	2/9/2022	27.31	Page,Patricia and Edward	Utility Refunds: 0097001582-01
Ad Hoc Payment	Check	828	2/9/2022	163.69	Parsley,Madena	Utility Refunds: 0027012900-01
Ad Hoc Payment	Check	829	2/9/2022	25.00	PDX Remodel LLC	Refund: ovepymt 7202909519
Ad Hoc Payment	Check	830	2/9/2022	44.78	Richards,Robert and Deborah	Utility Refunds: 0048080200-22
Ad Hoc Payment	Check	831	2/9/2022	20.00	Robert Teach	Refund: alarm billing ovpm acct 19454 inv 99467765
Ad Hoc Payment	Check	832	2/9/2022	261.54	Russel D Strickland and Penelope Campbell	Utility Refunds: 0139000820-08
Ad Hoc Payment	Check	833	2/9/2022	87.72	Schaffer,Peter	Utility Refunds: 0138002014-04
Ad Hoc Payment	Check	834	2/9/2022	59.28	Sirva Relocation LLC ATTN Kevin Butler	Utility Refunds: 0074016916-16
Ad Hoc Payment	Check	835	2/9/2022	297.58	Soil and Water Technologies	Refund: COV10637 cust cancelled
Ad Hoc Payment	Check	836	2/9/2022	60.75	The Glenn Arnold Trust	Utility Refunds: 0158001480-02
Ad Hoc Payment	Check	837	2/9/2022	26.23	The Miles Revocable Living Trust	Utility Refunds: 0029012806-01
Ad Hoc Payment	Check	838	2/9/2022	64.00	TIM SPONSELLER	VOUCHER 2008910.030
Ad Hoc Payment	Check	839	2/9/2022	95.00	Tinsley Hembree	Activity Refund
Ad Hoc Payment	Check	840	2/9/2022	85.41	Williams,Lewis	Utility Refunds: 0088036400-05
Customer Refund	Check	841	2/9/2022	633.34	DOWNTOWN REDEVELOPMENT AUTHORITY	Refund for overpayment in 2020
Supplier Payment	Check	842	2/9/2022	8,354.50	Able Fence Company Inc	
Supplier Payment	Check	843	2/9/2022	855.00	Advantage Environmental Inc	
Supplier Payment	Check	844	2/9/2022	4.70	Airgas, Inc	
Supplier Payment	Check	845	2/9/2022	524.80	A-Line Asphalt Maintenance Inc	
Supplier Payment	Check	846	2/9/2022	798.00	Allegheny Answering Services	

INVOICE PAYMENTS REPORT

<u>Payment Category</u>	<u>Payment Type</u>	<u>Check Number</u>	<u>Payment Date</u>	<u>Payment Amount</u>	<u>Payment Payee</u>	<u>Payment Memo if applicable</u>
Supplier Payment	Check	847	2/9/2022	130.20	American Sani-Can	
Supplier Payment	Check	848	2/9/2022	8,640.09	AT & T Mobility II LLC	
Supplier Payment	Check	849	2/9/2022	1,798.87	BHC Consultants LLC	
Supplier Payment	Check	850	2/9/2022	664.29	Bound Tree Medical LLC	
Supplier Payment	Check	851	2/9/2022	7,876.50	Brown and Caldwell - Remit-To: Brown & Caldwell - San Francisco	
Supplier Payment	Check	852	2/9/2022	14,105.83	Cadman Materials - Remit-To: Cadman - Chicago	
Supplier Payment	Check	853	2/9/2022	15,618.84	CECO Inc	
Supplier Payment	Check	854	2/9/2022	465.47	Cellco Partnership - Remit-To: Cellco - Dallas	
Supplier Payment	Check	855	2/9/2022	13,465.00	Century West Engineering Corp	
Supplier Payment	Check	856	2/9/2022	12,768.19	CFM Strategic Communications, Inc.	
Supplier Payment	Check	857	2/9/2022	77.00	City of Vancouver - Remit-To: COV Main	
Supplier Payment	Check	858	2/9/2022	10.00	Clark County	
Supplier Payment	Check	859	2/9/2022	2,145.00	Clark County	
Supplier Payment	Check	860	2/9/2022	1,430.23	Clark County Fire Protection District 6	
Supplier Payment	Check	861	2/9/2022	336,421.41	Clark County - Remit-To: Clark County - Treasurer Vancouver	
Supplier Payment	Check	862	2/9/2022	1,869.81	Clark Public Utility District No. 1	
Supplier Payment	Check	863	2/9/2022	325.23	Clark Public Utility District No. 1	
Supplier Payment	Check	864	2/9/2022	1,158.15	Clark Public Utility District No. 1	
Supplier Payment	Check	865	2/9/2022	1,286.12	Clark Public Utility District No. 1	
Supplier Payment	Check	866	2/9/2022	4,006.26	Code Publishing Co	
Supplier Payment	Check	867	2/9/2022	30,068.62	Columbia Resource Company	
Supplier Payment	Check	868	2/9/2022	25,000.00	Columbia River Economic Development Council Inc	
Supplier Payment	Check	869	2/9/2022	108.29	Comcast Holdings Corporation - Remit-To: Comcast Business - City of Industry	
Supplier Payment	Check	870	2/9/2022	193.29	Comcast Holdings Corporation - Remit-To: Comcast Business - City of Industry	
Supplier Payment	Check	871	2/9/2022	24.84	Comcast Holdings Corporation - Remit-To: Comcast Business - City of Industry	
Supplier Payment	Check	872	2/9/2022	11,637.33	Confluence Engineering Group LLC	
Supplier Payment	Check	873	2/9/2022	14,055.71	Conventions Sports & Leisure International, LLC	
Supplier Payment	Check	874	2/9/2022	375.81	Corporate Translation Services Inc	
Supplier Payment	Check	875	2/9/2022	399.12	CoventBridge (USA) Inc.	
Supplier Payment	Check	876	2/9/2022	5,700.00	Critical Insight Inc	
Supplier Payment	Check	877	2/9/2022	3,268.30	CyberSource Corporation - Remit-To: CyberSource - Los Angeles	
Supplier Payment	Check	878	2/9/2022	33,021.98	Dell Marketing LP	
Supplier Payment	Check	879	2/9/2022	91,435.58	Del Sol Inc	
Supplier Payment	Check	880	2/9/2022	2,150.00	EMS Technology Solutions LLC	
Supplier Payment	Check	881	2/9/2022	3,629.41	Entre Prises USA Inc	
Supplier Payment	Check	882	2/9/2022	8,941.87	Epic Land Solutions, Inc.	
Supplier Payment	Check	883	2/9/2022	572.46	Eric Atwell	
Supplier Payment	Check	884	2/9/2022	775.00	Eric Thomas Lanciault	
Supplier Payment	Check	885	2/9/2022	16,808.42	Ferguson Enterprises - Remit-To: Ferguson - Dallas	
Supplier Payment	Check	886	2/9/2022	23,742.02	Gordon Truck Centers	
Supplier Payment	Check	887	2/9/2022	206,524.60	Halbert Construction Services LLC	

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<u>Payment Category</u>	<u>Payment Type</u>	<u>Check Number</u>	<u>Payment Date</u>	<u>Payment Amount</u>	<u>Payment Payee</u>	<u>Payment Memo if applicable</u>
Supplier Payment	Check	888	2/9/2022	27,102.64	Herrera Environmental Consultants Inc	
Supplier Payment	Check	889	2/9/2022	5,356.04	Holt Services Inc	
Supplier Payment	Check	890	2/9/2022	1,783.17	Iron Mountain Inc - Remit-To: Iron Mountain - New York	
Supplier Payment	Check	891	2/9/2022	1,085.00	Kurita America Inc - Remit-To: US Water - Minneapolis	
Supplier Payment	Check	892	2/9/2022	7,286.86	Lakeside Industries Inc - Remit-To: Lakeside - LB Seattle	
Supplier Payment	Check	893	2/9/2022	157.33	Mark IV Enterprises Inc	
Supplier Payment	Check	894	2/9/2022	1,000.00	Message Gears LLC	
Supplier Payment	Check	895	2/9/2022	535.13	Mobes Business Forms	
Supplier Payment	Check	896	2/9/2022	1,391.05	Municipal Emergency Services Inc - Remit-To: Municipal Emergency Services - Chicago	
Supplier Payment	Check	897	2/9/2022	105.00	Northwest Drug-Safe LLC	
Supplier Payment	Check	898	2/9/2022	10,722.45	Northwest Staffing Resources Inc - Remit-To: NW Staffing - Portland	
Supplier Payment	Check	899	2/9/2022	17,617.50	Noteworthy PR	
Supplier Payment	Check	900	2/9/2022	1,565.41	One Call Concepts Inc	
Supplier Payment	Check	901	2/9/2022	148.02	Orion Medical Supply	
Supplier Payment	Check	902	2/9/2022	31,913.15	Parkeon	
Supplier Payment	Check	903	2/9/2022	15,289.13	PBS Engineering and Environmental Inc	
Supplier Payment	Check	904	2/9/2022	435.00	Performance Occupational Health Services, LLC	
Supplier Payment	Check	905	2/9/2022	3,276.92	Physio-Control Inc - Remit-To: Stryker Medical	
Supplier Payment	Check	906	2/9/2022	1,431.49	PMI Truck Bodies Inc	
Supplier Payment	Check	907	2/9/2022	838.65	Porter W Yett Company	
Supplier Payment	Check	908	2/9/2022	34,610.90	PPC Solutions Inc	
Supplier Payment	Check	909	2/9/2022	271.02	Precor Commercial Fitness	
Supplier Payment	Check	910	2/9/2022	5,824.00	Professional Service Industries	
Supplier Payment	Check	911	2/9/2022	26,796.90	Public Safety Testing Inc	
Supplier Payment	Check	912	2/9/2022	508.39	Qwest Corp - Remit-To: CenturyLink - Phoenix	
Supplier Payment	Check	913	2/9/2022	738.93	Qwest Corp - Remit-To: Qwest CABS - Monroe	
Supplier Payment	Check	914	2/9/2022	263.99	Qwest Corp - Remit-To: Qwest Corp- Seattle	
Supplier Payment	Check	915	2/9/2022	58.90	Rapco Industries Inc	
Supplier Payment	Check	916	2/9/2022	6,228.47	Retail Lockbox Inc	
Supplier Payment	Check	917	2/9/2022	3,571.20	Robert Half International Inc	
Supplier Payment	Check	918	2/9/2022	8,311.25	ROP Consulting Inc	
Supplier Payment	Check	919	2/9/2022	3,577.20	SafeFire LLC	
Supplier Payment	Check	920	2/9/2022	58,282.50	Scott Edwards Architecture LLP	
Supplier Payment	Check	921	2/9/2022	2,392.50	Shrums Pest Control	
Supplier Payment	Check	922	2/9/2022	18,130.37	Software House International SHI - Remit-To: SHI - Dallas	
Supplier Payment	Check	923	2/9/2022	12,442.99	State of Washington Department of Employment Security - Remit-To: State of Washington Department of Employment Security / Seattle	
Supplier Payment	Check	924	2/9/2022	100,809.00	State of Washington Department of Health - Remit-To: WA Dept of Health	
Supplier Payment	Check	925	2/9/2022	61.75	State of Washington Department of Licensing	
Supplier Payment	Check	926	2/9/2022	61.75	State of Washington Department of Licensing	
Supplier Payment	Check	927	2/9/2022	8,466.24	State of Washington Department of Transportation	

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Supplier Payment	Check	928	2/9/2022	1,278.75	State of Washington State Patrol	
Supplier Payment	Check	929	2/9/2022	668.25	Sun Badge Company	
Supplier Payment	Check	930	2/9/2022	9,667.35	Sunbelt Controls Inc - Remit-To: Sunbelt Controls - Pasadena	
Supplier Payment	Check	931	2/9/2022	215,358.94	The Pape Group Inc - Remit-To: Pape Machinery	
Supplier Payment	Check	932	2/9/2022	38,495.87	Traffic Safety Supply Co Inc	
Supplier Payment	Check	933	2/9/2022	941.24	Transunion Risk & Alternative Data Solutions Inc	
Supplier Payment	Check	934	2/9/2022	1,464.76	Triple J Enterprises	
Supplier Payment	Check	935	2/9/2022	4,814.30	Univar Solutions USA Inc - Remit-To: Supplier Univar Solutions USA Inc	
Supplier Payment	Check	936	2/9/2022	8,713.08	Utility Service Associates LLC	
Supplier Payment	Check	937	2/9/2022	1,818.66	Walter E Nelson Company	
Supplier Payment	Check	938	2/9/2022	27.10	Washington State School for the Blind	
Supplier Payment	Check	939	2/9/2022	1,198.88	Waste Connections of Washington - Remit-To: Waste Connections - Vancouver	
Supplier Payment	Check	940	2/9/2022	37,842.14	Watkins Tractor & Supply Co.	
Supplier Payment	Check	941	2/9/2022	114.16	Wex Bank	
Supplier Payment	Check	942	2/9/2022	39,219.98	Wilson Oil Inc	
Supplier Payment	Check	943	2/9/2022	6,198.42	WSP USA Inc. - Remit-To: WSP USA Inc. Dallas XPO Logistics Enterprise Services, Inc - Remit-To:	
Supplier Payment	Check	944	2/9/2022	36.90	XPO - Portland	
Supplier Payment	Check	945	2/9/2022	875.50	Yakima County	
Supplier Payment	Check	946	2/9/2022	6,848.27	YOLO Washington LLC	
Supplier Payment	Check	947	2/9/2022	2,282.68	Zayo Group Holding Inc - Remit-To: Zayo Group Holding Inc	
Ad Hoc Payment	Check	948	2/16/2022	2,599.99	330 Mill Plain Center LLC	Utility Refunds: 0500004513-01
Ad Hoc Payment	Check	949	2/16/2022	166.64	330 Mill Plain Center LLC	Utility Refunds: 0500004852-01
Ad Hoc Payment	Check	950	2/16/2022	74.00	Ajaykumar Chaudhari and Rekha Chaudhary	Utility Refunds: 0000008952-03
Ad Hoc Payment	Check	951	2/16/2022	262.83	Alexander,Helen and John	Utility Refunds: 0103001464-03
Ad Hoc Payment	Check	952	2/16/2022	66.19	Allen,Thomas and Caryn	Utility Refunds: 0000004026-02
Ad Hoc Payment	Check	953	2/16/2022	71.18	AMANDA BEEBE AND DOUGLAS BEEBE	Utility Refunds: 0076061030-03
Ad Hoc Payment	Check	954	2/16/2022	53.30	Andrea Johnson and Justin Palmer	Utility Refunds: 0000007860-04
Ad Hoc Payment	Check	955	2/16/2022	76.64	Beckel,Jessica and Robert	Utility Refunds: 0088080005-04
Ad Hoc Payment	Check	956	2/16/2022	213.32	Blue Key Property Management Inc	Utility Refunds: 0165000390-04 Consolidated refund created from multiple refunds
Ad Hoc Payment	Check	957	2/16/2022	226.09	BOB SNYDER REAL ESTATE LLC	Utility Refunds: 0018090600-00
Ad Hoc Payment	Check	958	2/16/2022	205.66	Bradley Frerichs and Sue Coville	Utility Refunds: 0000008457-02
Ad Hoc Payment	Check	959	2/16/2022	147.31	BRENDAN AND ALLISON WATKINS	Utility Refunds: 0027019103-03
Ad Hoc Payment	Check	960	2/16/2022	1,301.58	Cascade Lease Company	Replacement of Escheated Check 600467
Ad Hoc Payment	Check	961	2/16/2022	299.74	CHEYLAN AND DELANEY EDISON	Utility Refunds: 0020016600-04
Ad Hoc Payment	Check	962	2/16/2022	129.92	Chilcott,Kenji	Utility Refunds: 0088080005-04
Ad Hoc Payment	Check	963	2/16/2022	105.35	Clifton,Noel and Sue	Utility Refunds: 0000007886-02
Ad Hoc Payment	Check	964	2/16/2022	481.70	Colf Construction	Utility Refunds: 0000008850-06
Ad Hoc Payment	Check	965	2/16/2022	223.88	Convergint Technologies	FRI-314325
Ad Hoc Payment	Check	966	2/16/2022	469.00	COSGROVE,SUSAN	Utility Refunds: 0057035586-04 Consolidated refund created from multiple refunds
Ad Hoc Payment	Check	967	2/16/2022	630.00	Da Bear INC	Refund: Bus Lic fees ref COVID 19 surch ref prog
Ad Hoc Payment	Check	968	2/16/2022	42.93	DEVIN BOWERS, PERSONAL REP	Utility Refunds: 0065022844-04

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Ad Hoc Payment	Check	969	2/16/2022	1,000.00	Dirienko,Vasili	Utility Refunds: 0166000950-04 Consolidated refund created from multiple refunds
Ad Hoc Payment	Check	970	2/16/2022	150.98	Donald Swanson and Eileen Villanueva	Utility Refunds: 0024048400-03
Ad Hoc Payment	Check	971	2/16/2022	16,166.50	Earthworks Excavating Services Inc.	SCIP loan 6000597 Love 5311 NE 22nd Ave WA3-22
Ad Hoc Payment	Check	972	2/16/2022	299.93	ECM Edwards LLC	Utility Refunds: 0000005730-01
Ad Hoc Payment	Check	973	2/16/2022	61.47	Elevate NW Electric	MPE-315440
Ad Hoc Payment	Check	974	2/16/2022	254.33	Emel, Franklin	Utility Refunds: 0000006742-03 Consolidated refund created from multiple refunds
Ad Hoc Payment	Check	975	2/16/2022	112.00	Erwin Bulatao	LUP-82160
Ad Hoc Payment	Check	976	2/16/2022	130.78	Estate of Roxanna Gustafson	Utility Refunds: 0045005174-01
Ad Hoc Payment	Check	977	2/16/2022	23.77	FACE BY ERIN	Utility Refunds: 0027004900-03
Ad Hoc Payment	Check	978	2/16/2022	321.00	Fox, Paige	Utility Refunds: 0000009262-02 Consolidated refund created from multiple refunds
Ad Hoc Payment	Check	979	2/16/2022	182.51	Garnett, Christopher	Utility Refunds: 0000005622-03
Ad Hoc Payment	Check	980	2/16/2022	140.00	GEORGE EIGHMEY	VOUCHER 2008942.030
Ad Hoc Payment	Check	981	2/16/2022	210.00	Hakan Ucar and Lan Huynh	Utility Refunds: 0000002459-06
Ad Hoc Payment	Check	982	2/16/2022	79.00	Harrington, Thomas R	Utility Refunds: 0000005836-03 Consolidated refund created from multiple refunds
Ad Hoc Payment	Check	983	2/16/2022	156.62	Hudson, Mark	Utility Refunds: 0068000800-06
Ad Hoc Payment	Check	984	2/16/2022	13.85	Invest West Management LLC	Utility Refunds: 0000001015-02
Ad Hoc Payment	Check	985	2/16/2022	73.57	JAMES AND NORA TROUTMAN	Utility Refunds: 0000005326-03
Ad Hoc Payment	Check	986	2/16/2022	58.66	JASON AND SHELLIE PACHECO	Utility Refunds: 0072054930-04
Ad Hoc Payment	Check	987	2/16/2022	106.80	JASON AND TASHA DALY	Utility Refunds: 0074024306-02
Ad Hoc Payment	Check	988	2/16/2022	88.86	JOLLIE, VICKI	Utility Refunds: 0036050702-05
Ad Hoc Payment	Check	989	2/16/2022	40.67	JONATHAN COX AND VELVEY HACKETT	Utility Refunds: 0065022848-09
Ad Hoc Payment	Check	990	2/16/2022	64.19	KATHY MARIE NELSEN, PERSONAL REP	Utility Refunds: 0049060500-01
Ad Hoc Payment	Check	991	2/16/2022	121.00	Kelsey, Paige and Weston	Utility Refunds: 0000009262-02
Ad Hoc Payment	Check	992	2/16/2022	61.37	KENT, BARRY	Utility Refunds: 0046013702-05
Ad Hoc Payment	Check	993	2/16/2022	122.20	Kismet Kilbourn and Corey Lewis	Utility Refunds: 0500002384-03
Ad Hoc Payment	Check	994	2/16/2022	81.98	KYLA AND ABRAHAM ANGULO	Utility Refunds: 0043068082-05
Ad Hoc Payment	Check	995	2/16/2022	55.74	LANG, STEPHEN	Utility Refunds: 0074000143-02
Ad Hoc Payment	Check	996	2/16/2022	207.00	Larson, Ronald and Tammy	Utility Refunds: 0000001447-03
Ad Hoc Payment	Check	997	2/16/2022	705.94	Larson, Trustees, James E and Anna Carol	Utility Refunds: 0027008200-04
Ad Hoc Payment	Check	998	2/16/2022	314.05	Leslie W David Trustee	Utility Refunds: 0131807000-04
Ad Hoc Payment	Check	999	2/16/2022	84.02	LIZBETH AND ZACHARY DE JESUS	Utility Refunds: 0070000511-06
Ad Hoc Payment	Check	1000	2/16/2022	301.97	MARGARET DIPIETRA, TRUSTEE	Utility Refunds: 0071087900-02
Ad Hoc Payment	Check	1001	2/16/2022	194.38	Mark Hudson and Josephine Townsend	Utility Refunds: 0068000800-06
Ad Hoc Payment	Check	1002	2/16/2022	116.23	Mason, Helen	Utility Refunds: 0103001464-03
Ad Hoc Payment	Check	1003	2/16/2022	71.68	Me Ha Enterprises LLC	Utility Refunds: 0165000390-04
Ad Hoc Payment	Check	1004	2/16/2022	544.00	Mocanu, Samuel and Reghina	Utility Refunds: 0111043242-03
Ad Hoc Payment	Check	1005	2/16/2022	79.04	Nazira, Bakhadir and Khanzada Chakhalidze	Utility Refunds: 0000007021-02
Ad Hoc Payment	Check	1006	2/16/2022	111.88	O'Rourke, David	Utility Refunds: 0000004184-03
Ad Hoc Payment	Check	1007	2/16/2022	87.44	ODEN, JOYCE	Utility Refunds: 0067049003-02
Ad Hoc Payment	Check	1008	2/16/2022	41.27	OHRLING, MARK	Utility Refunds: 0037045800-04
Ad Hoc Payment	Check	1009	2/16/2022	250.00	PCS	Refund: cust paid inv 00020537 had been sent to PCS
Ad Hoc Payment	Check	1010	2/16/2022	210.00	PCS	Refund: Alarm billing Proactive Therpy Specialists acct 21903 inv 99435726/9944012499553/99455965
Ad Hoc Payment	Check	1011	2/16/2022	25.60	Pine, Jamie and Ricky	Utility Refunds: 0072000704-01
Ad Hoc Payment	Check	1012	2/16/2022	630.00	Pride Group INC	Refund: Bus lic fees ref COVID-19 surch ref prog

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Ad Hoc Payment	Check	1013	2/16/2022	4,204.29	Professional Credit Service	Invoice 22660 2/04/2022 Neg Trust \$4204.29
Ad Hoc Payment	Check	1014	2/16/2022	23.30	Riche,John and Vicky	Utility Refunds: 0070091006-07
Ad Hoc Payment	Check	1015	2/16/2022	479.59	Romero,Courtney and Stefen	Utility Refunds: 0000003121-06
Ad Hoc Payment	Check	1016	2/16/2022	102.50	Rosson,Theolinda and Kenneth	Utility Refunds: 0069015900-01
Ad Hoc Payment	Check	1017	2/16/2022	66.38	Russell,Lyndsey	Utility Refunds: 0500001609-02
Ad Hoc Payment	Check	1018	2/16/2022	115.62	Russell,Lyndsey and Richard	Utility Refunds: 0500001609-02
Ad Hoc Payment	Check	1019	2/16/2022	360.00	Sahil Shireen SLC	Refund: Bus lic fees ref COVID-19 surch ref prog
Ad Hoc Payment	Check	1020	2/16/2022	87.00	Sawyer,Cheryl	Utility Refunds: 0000006830-02
Ad Hoc Payment	Check	1021	2/16/2022	25.00	Sergey Belash	Refund: ovpm citation 7203202409
Ad Hoc Payment	Check	1022	2/16/2022	150.00	Service First Heating and Cooling	Refund: Alarm Billing acct 19889 inv 99465659 ovpymt
Ad Hoc Payment	Check	1023	2/16/2022	68.32	SF Operating WA	Utility Refunds: 0131807000-04
Ad Hoc Payment	Check	1024	2/16/2022	48.09	Sharon Sue Lewis Revocable Trust	Utility Refunds: 0000005813-02
Ad Hoc Payment	Check	1025	2/16/2022	99.13	Shipman,Gabriel and Angela	Utility Refunds: 0061060540-03
Ad Hoc Payment	Check	1026	2/16/2022	110.57	Sproston,Alma and Bethany	Utility Refunds: 0000004234-03
Ad Hoc Payment	Check	1027	2/16/2022	29.92	STEIGMANN,HEIDI	Utility Refunds: 0041010020-04
Ad Hoc Payment	Check	1028	2/16/2022	180.00	Stemkoski,Breanna and Daniel	Utility Refunds: 0000001015-02
Ad Hoc Payment	Check	1029	2/16/2022	203.82	Stephen Clements and Christina Luques	Utility Refunds: 0021010400-08
Ad Hoc Payment	Check	1030	2/16/2022	95.05	Stone,Jonathan and Aimee	Utility Refunds: 0000006052-03
Ad Hoc Payment	Check	1031	2/16/2022	270.00	Syrup Tap LLC	refund: bus lic fees ref COVID 19 surch ref prog
Ad Hoc Payment	Check	1032	2/16/2022	270.00	TEJ-JOTH LLC	Refund: bus lic fees ref COVID-19 surch ref prog
Ad Hoc Payment	Check	1033	2/16/2022	203.73	THE ESTATE OF ERIC L OHRLING	Utility Refunds: 0037045800-04
Ad Hoc Payment	Check	1034	2/16/2022	38.40	THE ESTATE OF LINDA M KLOSTERMAN	Utility Refunds: 0074020900-05
Ad Hoc Payment	Check	1035	2/16/2022	64.41	The McNaught Family Trust	Utility Refunds: 0000002692-02
Ad Hoc Payment	Check	1036	2/16/2022	114.27	The Olsen Family Trust	Utility Refunds: 0000008983-02
Ad Hoc Payment	Check	1037	2/16/2022	129.51	THOMAS SWANSON, PERSONAL REP	Utility Refunds: 0040000601-00
Ad Hoc Payment	Check	1038	2/16/2022	130.00	Washington Asphalt Pavement Association	WSDOT WAPA Registration - Streets/Pavement Management
Ad Hoc Payment	Check	1039	2/16/2022	455.00	Washington Asphalt Pavement Association	WSDOT WAPA Registration - Construction Services
Ad Hoc Payment	Check	1040	2/16/2022	18.69	WATKINS,BRENDAN	Utility Refunds: 0027019103-03
Ad Hoc Payment	Check	1041	2/16/2022	240.00	Wildflower Apartments LLP	LUP-81961
Ad Hoc Payment	Check	1042	2/16/2022	50.58	Wright,Chad J	Utility Refunds: 0000002355-03
Ad Hoc Payment	Check	1043	2/16/2022	30.53	ZACHARY BEAL AND KATELYN HAMILTON	Utility Refunds: 0067027886-05
Supplier Payment	Check	1044	2/16/2022	702.00	Accurate Corporate Services Inc	
Supplier Payment	Check	1045	2/16/2022	5,400.00	Action Onsite Inc	
Supplier Payment	Check	1046	2/16/2022	581.98	Airgas, Inc	
Supplier Payment	Check	1047	2/16/2022	21,825.00	AKS Engineering & Forestry LLC	
Supplier Payment	Check	1048	2/16/2022	1,542.47	Allegiance Benefit Plan Management Inc	
Supplier Payment	Check	1049	2/16/2022	60.00	American Sani-Can	
Supplier Payment	Check	1050	2/16/2022	37,623.46	APGN Inc	
Supplier Payment	Check	1051	2/16/2022	282.78	Aramark Uniform & Career Apparel LLC - Remit-To: Aramark - Pasadena	
Supplier Payment	Check	1052	2/16/2022	10,250.00	Bickmore Actuarial - Remit-To: Bickmore Actuarial	
Supplier Payment	Check	1053	2/16/2022	788.82	Blairco Inc	
Supplier Payment	Check	1054	2/16/2022	2,964.57	Bound Tree Medical LLC	
Supplier Payment	Check	1055	2/16/2022	250.00	BSK Associates - Remit-To: Supplier BSK Associates	
Supplier Payment	Check	1056	2/16/2022	2,717.27	CECO Inc	
Supplier Payment	Check	1057	2/16/2022	1,085.00	Chicago Title Company of WA	

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Supplier Payment	Check	1058	2/16/2022	1,637.40	Clark County - Remit-To: Clark County - Treasurer Vancouver	
Supplier Payment	Check	1059	2/16/2022	813.78	Clark County Title Company	
Supplier Payment	Check	1060	2/16/2022	551.01	Clark Public Utility District No. 1	
Supplier Payment	Check	1061	2/16/2022	567.96	Clark Public Utility District No. 1	
Supplier Payment	Check	1062	2/16/2022	793.76	Clark Public Utility District No. 1	
Supplier Payment	Check	1063	2/16/2022	608.89	Clark Public Utility District No. 1	
Supplier Payment	Check	1064	2/16/2022	815.81	Clark Public Utility District No. 1	
Supplier Payment	Check	1065	2/16/2022	3,542.76	Columbia Resource Company	
Supplier Payment	Check	1066	2/16/2022	151.11	Comcast Holdings Corporation - Remit-To: Comcast Business - City of Industry	
Supplier Payment	Check	1067	2/16/2022	116.55	Comcast Holdings Corporation - Remit-To: Comcast Business - City of Industry	
Supplier Payment	Check	1068	2/16/2022	118.55	Comcast Holdings Corporation - Remit-To: Comcast Business - City of Industry	
Supplier Payment	Check	1069	2/16/2022	113.55	Comcast Holdings Corporation - Remit-To: Comcast Business - City of Industry	
Supplier Payment	Check	1070	2/16/2022	32.88	Comcast Holdings Corporation - Remit-To: Comcast Business - City of Industry	
Supplier Payment	Check	1071	2/16/2022	245.11	Comcast Holdings Corporation - Remit-To: Comcast Business - City of Industry	
Supplier Payment	Check	1072	2/16/2022	113.55	Comcast Holdings Corporation - Remit-To: Comcast Business - City of Industry	
Supplier Payment	Check	1073	2/16/2022	1,486.45	Core and Main LP - Remit-To: Core and Main LP	
Supplier Payment	Check	1074	2/16/2022	1,780.00	David Corey PHD PC	
Supplier Payment	Check	1075	2/16/2022	6,300.00	Davidson Benefits Planning	
Supplier Payment	Check	1076	2/16/2022	19,831.81	Dawnese Helene Sahota	
Supplier Payment	Check	1077	2/16/2022	244.13	Day Management Corp - Remit-To: Day Wireless - Milwaukee	
Supplier Payment	Check	1078	2/16/2022	945.96	Del Sol Inc	
Supplier Payment	Check	1079	2/16/2022	1,534.23	Distinctive Landscape LLC	
Supplier Payment	Check	1080	2/16/2022	4,652.29	DKS Associates Inc	
Supplier Payment	Check	1081	2/16/2022	150.00	EMS Technology Solutions LLC	
Supplier Payment	Check	1082	2/16/2022	275.00	ERF Company Inc	
Supplier Payment	Check	1083	2/16/2022	7,809.78	Evergreen Investors LLC	
Supplier Payment	Check	1084	2/16/2022	935.00	Examworks Inc	
Supplier Payment	Check	1085	2/16/2022	3,258.83	Ferguson Enterprises - Remit-To: Ferguson - Dallas	
Supplier Payment	Check	1086	2/16/2022	3,213.75	FFA Architecture and Interiors, Inc	
Supplier Payment	Check	1087	2/16/2022	100.25	Genuine Parts Company	
Supplier Payment	Check	1088	2/16/2022	143.40	Genuine Parts Company - Remit-To: NAPA - Los Angeles	
Supplier Payment	Check	1089	2/16/2022	14,436.47	Global Software	
Supplier Payment	Check	1090	2/16/2022	1,450.00	GSI Water Solutions, Inc.	
Supplier Payment	Check	1091	2/16/2022	56,842.96	Herrera Environmental Consultants Inc	
Supplier Payment	Check	1092	2/16/2022	4,302.00	J.S. Held LLC	
Supplier Payment	Check	1093	2/16/2022	200.73	J-2 Blueprint Supply Co.	
Supplier Payment	Check	1094	2/16/2022	7,507.50	Jensen Hughes Inc	
Supplier Payment	Check	1095	2/16/2022	9,039.86	King County Directors Association Purchasing Department	
Supplier Payment	Check	1096	2/16/2022	534,414.52	Kirby Nagelhout Construction Company	

INVOICE PAYMENTS REPORT

<u>Payment Category</u>	<u>Payment Type</u>	<u>Check Number</u>	<u>Payment Date</u>	<u>Payment Amount</u>	<u>Payment Payee</u>	<u>Payment Memo if applicable</u>
Supplier Payment	Check	1097	2/16/2022	1,085.00	Kurita America Inc - Remit-To: US Water - Minneapolis	
Supplier Payment	Check	1098	2/16/2022	6,023.96	Loomis Armored US LLC - Remit-To: Loomis - Palatine	
Supplier Payment	Check	1099	2/16/2022	7,475.77	Mackenzie Engineering Inc	
Supplier Payment	Check	1100	2/16/2022	112.50	Marquam Group LTD	
Supplier Payment	Check	1101	2/16/2022	1,000.00	Message Gears LLC	
Supplier Payment	Check	1102	2/16/2022	4,899.56	Municipal Emergency Services Inc - Remit-To: Municipal Emergency Services - Chicago	
Supplier Payment	Check	1103	2/16/2022	9,000.00	National Association of City Transportation Officials Inc	
Supplier Payment	Check	1104	2/16/2022	14,612.71	Northwest Natural Gas Company - Remit-To: NW Natural - Portland	
Supplier Payment	Check	1105	2/16/2022	9,445.03	Northwest Staffing Resources Inc - Remit-To: NW Staffing - Portland	
Supplier Payment	Check	1106	2/16/2022	42,100.62	Origami Risk LLC - Remit-To: Origami Risk LLC	
Supplier Payment	Check	1107	2/16/2022	172.50	Pacific Northwest Pollution Prevention Resources Center	
Supplier Payment	Check	1108	2/16/2022	39,770.68	Parkeon	
Supplier Payment	Check	1109	2/16/2022	2,105.50	PBS Engineering and Environmental Inc	
Supplier Payment	Check	1110	2/16/2022	75.00	PDH Creative	
Supplier Payment	Check	1111	2/16/2022	62.50	Physio-Control Inc - Remit-To: Stryker Medical	
Supplier Payment	Check	1112	2/16/2022	3,724.29	Platinum Industrial Inc	
Supplier Payment	Check	1113	2/16/2022	423.10	Portland Adventist Medical Center	
Supplier Payment	Check	1114	2/16/2022	13,284.36	PPC Solutions Inc	
Supplier Payment	Check	1115	2/16/2022	270.00	Public Safety Testing Inc	
Supplier Payment	Check	1116	2/16/2022	176.04	Qwest Corp - Remit-To: Qwest Corp- Seattle	
Supplier Payment	Check	1117	2/16/2022	113.38	Rentokil North America Inc	
Supplier Payment	Check	1118	2/16/2022	18,485.31	Right Systems Inc	
Supplier Payment	Check	1119	2/16/2022	10,782.73	Safe Software	
Supplier Payment	Check	1120	2/16/2022	18,522.50	Shiels Oblatz Johnsen, Inc	
Supplier Payment	Check	1121	2/16/2022	6.86	State of Oregon Department of Transportation - Remit-To: OR DMV - Salem	
Supplier Payment	Check	1122	2/16/2022	174,738.59	State of Washington Department of Labor and Industries	
Supplier Payment	Check	1123	2/16/2022	2.44	State of Washington Department of Licensing - Remit-To: DOL - Seattle Remit	
Supplier Payment	Check	1124	2/16/2022	36.25	Stericycle Inc	
Supplier Payment	Check	1125	2/16/2022	6,953.86	The ADT Security Corporation	
Supplier Payment	Check	1126	2/16/2022	654.27	Towing & Recovering Services Inc	
Supplier Payment	Check	1127	2/16/2022	150.00	Triangle Resources Inc	
Supplier Payment	Check	1128	2/16/2022	2,208.12	Trilogy MedWaste West, LLC	
Supplier Payment	Check	1129	2/16/2022	284.82	Triple J Enterprises	
Supplier Payment	Check	1130	2/16/2022	1,055.30	TV Etc ESD 112	
Supplier Payment	Check	1131	2/16/2022	30.50	United Parcel Service	
Supplier Payment	Check	1132	2/16/2022	450.00	Vancouver Aire LLC	
Supplier Payment	Check	1133	2/16/2022	442.69	Vancouver Granite Works Inc	
Supplier Payment	Check	1134	2/16/2022	248.00	Vast Data Concepts	
Supplier Payment	Check	1135	2/16/2022	546.60	Veritext LLC - Remit-To: Veritext LLC	
Supplier Payment	Check	1136	2/16/2022	3,856.20	Walter E Nelson Company	

INVOICE PAYMENTS REPORT

<u>Payment Category</u>	<u>Payment Type</u>	<u>Check Number</u>	<u>Payment Date</u>	<u>Payment Amount</u>	<u>Payment Payee</u>	<u>Payment Memo if applicable</u>
Supplier Payment	Check	1137	2/16/2022	6,818.71	Waste Connections of Washington - Remit-To: Waste Connections - Vancouver	
Supplier Payment	Check	1138	2/16/2022	5,158.43	Waste Connections of Washington - Remit-To: Waste Connections - Vancouver	
Supplier Payment	Check	1139	2/16/2022	22,475.78	Webqa Inc	
Supplier Payment	Check	1140	2/16/2022	7,216.34	Western Water Works Supply Co Inc	
Supplier Payment	Check	1141	2/16/2022	9,175.30	Whitney Equipment Company Inc	
Supplier Payment	Check	1142	2/16/2022	7,003.00	Williams Kastner & Gibbs PLLC - Remit-To: Williams Kastner - Seattle	
Supplier Payment	Check	1143	2/16/2022	34,758.79	Wire Works LLC	
Supplier Payment	Check	1144	2/16/2022	101.88	XPO Logistics Enterprise Services, Inc - Remit-To: XPO - Portland	
Supplier Payment	Check	1145	2/16/2022	2,316.92	Zayo Group Holding Inc - Remit-To: Zayo Group Holding Inc	
Supplier Payment	Check	1146	2/16/2022	40.73	Ziply Fiber	
			Check Total	3,087,433.27		
			Manual Wire Total	2,782,687.36		
			EFT Total	2,182,986.28		
			Direct Deposit Total	6,757.15		
Hansen			2/14/2022	13,703.81	City Payments	Posted 02-07-22 thru 02-13-22
Hansen			2/22/2022	5,116.39	City Payments	Posted 02-14-22 thru 02-20-22
			Hansen Total	18,820.20		
VISA			2/14/2022	1,310.00	Miscellaneous	Parks Class Refunds - FCC 02-07-22 to 02-13-22
VISA			2/14/2022	1,021.00	Miscellaneous	Parks Class Refunds - MCC 02-07-22 to 02-13-22
VISA			2/14/2022	-	Miscellaneous	Parks Class Refunds - Special Events 02-07-22 to 02-13-22
VISA			2/14/2022	-	Miscellaneous	Parks Class Refunds - WREC 02-07-22 to 02-13-22
VISA			2/22/2022	666.00	Miscellaneous	Parks Class Refunds - FCC 02-14-20 to 02-20-22
VISA			2/22/2022	992.50	Miscellaneous	Parks Class Refunds - MCC 02-14-22 to 02-20-22
VISA			2/22/2022	-	Miscellaneous	Parks Class Refunds - Special Events 02-14-22 to 02-20-22
VISA			2/22/2022	-	Miscellaneous	Parks Class Refunds - WREC 02-14-22 to 02-20-22
			VISA Total	3,989.50		
			Payroll Total	3,442,929.01		
			Grand Total	11,525,602.77		

City of Vancouver
Payroll Council Report
February 8, 2022 - February 21, 2022

Check No.	Date	Explanation	Amount
23 - 77	01/31/22	1 2022 Pension Payroll	\$ 55,079.60
133454 - 133500	01/31/22	1 2022 Pension Direct Deposits	\$ 70,989.69
n/a	01/25/22	Jason Haigwood - NACHA Return	\$ (3,052.67)
133536	01/27/22	Jason Haigwood - Replacement for NACHA Return	\$ 3,052.67
78 - 98	02/10/22	February 10 Checks	\$ 11,607.82
133630 - 135316	02/10/22	February 10 Deposits	\$ 3,305,251.90

\$ 3,442,929.01



Staff Report 020-22

TO: Mayor and City Council

FROM: Eric Holmes, City Manager

DATE: 2/28/2022

SUBJECT An Ordinance adding Section 3.08.100 to the Vancouver Municipal Code ("VMC"), amending other sections of the VMC to provide a uniform methodology for adjustment of certain City fees and charges pursuant to the consumer price index

Key Points

- State law and the VMC authorize the City to impose and adjust fees and charges to cover the costs associated with certain services provided by the City.
- Sections 11.60.160, 14.04.090, 16.40.070, 17.08.130, 19.11.040, 20.180.050, and 20.915.050 of the VMC currently provide inconsistent methodologies and reference indices for the annual adjustment of fees and charges to reflect changes in the consumer price index.
- If adopted, effective on January 1, 2023, the proposed ordinance would add a new Section 3.08.100 to the VMC to provide a uniform methodology to adjust certain fees and charges on an annual basis to reflect changes in the consumer price index. The proposed ordinance would amend Sections 11.60.160, 14.04.090, 16.40.070, 17.08.130, 19.11.040, 20.180.050, and 20.915.050 of the VMC to refer to the uniform methodology and reference index set forth in Section 3.08.100.
- If adopted, the proposed ordinance would authorize a two-step adjustment of certain City fees and charges for 2022 totaling 6.5%, reflecting the percentage change in the consumer price index in 2021. The ordinance would authorize an immediate increase of 3.3% with an additional a 3.2% increase effective on July 1, 2022. A two-step implementation will provide additional time for City staff to communicate with relevant stakeholders regarding these increases.
- Over the coming year City staff will continue to review whether further adjustments to the VMC and other documents may be necessary to respond to and keep pace with inflation.

Strategic Plan Alignment

Goal 9: Build the strongest, most resilient economy in the region.

Present Situation

The VMC currently provides several differing and inconsistent methodologies for the annual adjustment of fees and charges to reflect changes in the consumer price index. In addition, the regional Consumer Price Index for the Portland-Salem, Oregon-Washington Metropolitan Area for Wage Earners and Clerical Workers (CPI-W) referenced in Sections 11.60.160 and 20.180.050 of the VMC no longer exists. Harmonizing these provisions will ensure consistent application of CPI adjustments in future years. Additionally, implanting the 2022 adjustments in a series of two steps (one in the first fiscal quarter, with a second increase in the third fiscal quarter) will afford City Staff time to communicate these changes to effected businesses.

Advantage(s)

A uniform methodology and reference index for the adjustment of certain fees and charges will be more predictable and easier to implement.

Disadvantage(s)

None

Budget Impact

None

Prior Council Review

None

Action Requested

On Monday, February 28, 2022, subject to second reading and public hearing, approve the ordinance.

Natasha Ramras, Chief Financial Officer, 360-487-8484; Taylor Hallvik, Assistant City Attorney, 360-487-8500

ATTACHMENTS:

- ▣ Ordinance
- ▣ Exhibit A

02/14/22
02/28/22

ORDINANCE NO. M-

AN ORDINANCE of the City of Vancouver relating to the annual adjustment of certain City fees and charges to reflect changes in the consumer price index; adopting legislative findings, adding Section 3.08.100 to the Vancouver Municipal Code to provide a uniform methodology for adjustment of certain City fees and charges pursuant to the consumer price index, effective in 2023; amending Sections 11.60.160, 14.04.090, 16.40.070, 17.08.130, 19.11.040, 20.180.050, and 20.915.050 of the Vancouver Municipal Code to incorporate by reference the methodology set forth in new Section 3.08.100; approving and ratifying adjustment of certain City fees and charges for 2022 to reflect changes in the Consumer Price Index for 2021, providing for severability; and setting an immediate effective date.

WHEREAS, state law and the Vancouver Municipal Code (“VMC”) authorize the City to impose fees and charges to cover the costs associated with certain services provided by the City.

WHEREAS, Sections 11.60.160, 14.04.090, 16.40.070, 17.08.130, 19.11.040, 20.180.050, and 20.915.050 of the VMC currently provide for differing methodologies and reference indices for the annual adjustment of fees and charges to reflect changes in the consumer price index; and

WHEREAS, the regional Consumer Price Index for the Portland-Salem, Oregon-Washington Metropolitan Area for Wage Earners and Clerical Workers (CPI-W) referenced in Sections 11.60.160 and 20.180.050 of the VMC no longer exists; and

WHEREAS, the City Council finds that the regional Consumer Price Index for Urban Wage Earners and Clerical Workers for the Seattle-Tacoma-Bellevue Metropolitan Area is an appropriate regional index upon which to base annual adjustments to certain City fees and charges.

WHEREAS, the City Council adopts and incorporates by reference Staff Report SR-_____ and finds that it is in the public interest to adopt and implement an updated and uniform methodology to annually adjust certain City fees and charges to reflect changes in the Consumer Price Index for Urban Wage Earners and Clerical Workers for the Seattle-Tacoma-Bellevue Metropolitan Area

WHEREAS, with proper notice to the public, the Vancouver City Council conducted a first reading of the proposed ordinance on February 14, 2022 and a public hearing concerning the ordinance and proposed code changes on February 28, 2022.

NOW, THEREFORE,

BE IT ORDAINED BY THE CITY OF VANCOUVER:

Section 1. Findings. The City Council hereby adopts and incorporates by reference the above recitals as findings in support of this Ordinance.

Section 2. New Section. A new section is added to the Vancouver Municipal Code to read:

3.08.100 – Adjustment of Certain City Fees and Charges to Reflect Change in Consumer Price Index

Effective January 1, 2023, and January 1st of each year thereafter, any fee or charge imposed by the Vancouver Municipal Code for which an annual fee adjustment is authorized shall be adjusted at a rate equal to the annual 12 month percentage change in the Consumer Price Index for All Urban Consumers for the Seattle-Tacoma-Bellevue Metropolitan Area reflecting data for all items through October (“City CPI Adjustment”) as prepared by the United States Department of Labor, Bureau of Labor Statistics (“BLS”); however, if the designated Consumer Price Index for All Urban Consumers for the Seattle-Tacoma-Bellevue Metropolitan Area ceases to exist or is changed by BLS, the “Consumer Price Index for All Urban Consumers” will reference a BLS index similar to that of the Seattle-Tacoma-Bellevue Metropolitan Area selected by the Director of Finance to reasonably measure change in the purchasing power of the U.S. Dollar for the City. The Director of Financial and Management Services shall timely report the City CPI Adjustment to the Public Records Officer following publication by BLS.

Section 3. Amendment. Vancouver Municipal Code Sections 11.60.160 entitled “Cost and fee recovery for right-of-way use permit” as codified by Ordinance M-4016 § 2 is hereby amended as follows:

11.60.160 Cost and fee recovery for right-of-way use permit

A. Right-of-way use permit fees shall be incorporated into Section [20.180.070](#), Engineering Fees.

B. *Application Fee.* A nonrefundable application fee shall be charged for each right-of-way use permit application that is accepted for processing, counter service, and recordkeeping.

C. *Permit Fee.* A fee for monitoring and inspecting the site or activity may be imposed.

D. *Use Fee.* Permits may include a fee for each day or part thereof for use of the right-of-way. The fee will compensate the City for loss of use. The daily use fee, when imposed, will vary depending upon the class of right-of-way use permit involved.

E. *Reimbursement of Actual Expenses.* When a permit is issued, the City may impose a charge based on the actual cost to compensate for its time and expenses. These costs may include street crews, signal crews, and police, if required to assist in the activity. A refundable deposit or other security device may also be required. Costs of damage to City property, or the expense of assistance by City employees, may be deducted from the deposit, charged against the security device, or billed to the permittee directly.

F. Effective January 1, 2023 ~~2013~~, and January 1 of each year afterward, fees for right-of-way use and occupation applications and permits shall be adjusted annually pursuant to the methodology set forth in 3.08.100. ~~by an amount equal to the percentage change in the Consumer Price Index for the Portland-Salem, Oregon-Washington Metropolitan Area for Wage Earners and Clerical Workers (CPI-W) for the preceding year ending on June 30, as prepared by the Department of Labor, Bureau of Labor Statistics or a replacement index applicable to the City of Vancouver.~~ Each such newly adjusted fee shall be rounded to the next higher whole dollar.

G. *Repair and Replacement Charges.* If the City should incur any costs in repairing or replacing any property as the result of the permittee's actions, the costs of repair and replacement shall be charged to the permittee. These charges will be for the actual costs to the City.

H. Where feasible, the fee for a right-of-way use permit shall be estimated in writing by the responsible official to the applicant prior to the issuance of the right-of-way use permit. The responsible official shall require payment of fees, or a reasonable estimate thereof, at the time the permit is issued, unless the responsible official for good cause extends time for payment.

I. Where additional fees and costs could not be reasonably estimated prior to the issuance of the right-of-way use permit, or where fees and costs were incurred as a result of the use, they shall be billed as soon as practicable and shall be paid by the applicant to the City within 30 calendar days from the receipt of the bill.

J. Notwithstanding the foregoing, fees for Type A permits may be waived by the responsible official for non-profit organizations or neighborhood associations. However, the permittee may still be liable for non-fee costs associated with use of the right-of-way, such as those incurred for traffic management or cleaning.

Section 4. Amendment. Vancouver Municipal Code Sections 14.04.090 entitled "Charges for water meter and service line installation" as codified by Ordinance M-144 § 8-A and last amended by Ordinance M-4257 § 2 is hereby amended as follows:

14.04.090 Charges for water meter and service line installation

If any street or alley is to be improved, the service lines to all adjacent tracts, lots or parcels of lands, either vacant or occupied, shall be installed prior to such improvement at the property owner's expense.

A. Effective January 1, 2017, rates for meter and service installation shall be as follows:

Meter/Service Diameter	Meter and Service	Service Only	Meter Only
5/8 x 3/4 with 1" service	\$2,000.00	\$1,930.00	\$135.00
1 inch	\$2,045.00	\$1,930.00	\$180.00
1-1/2 inch	\$3,220.00	\$2,835.00	\$450.00
2 inch	\$3,535.00	\$3,140.00	\$460.00
3 inch	Note 1	Note 1	\$2,700.00
4 inch	Note 1	Note 1	\$3,200.00
6 inch	Note 1	Note 1	\$4,900.00
8 inch and larger	Note 1	Note 1	Note 2

Note 1. The city does not install service larger than 2 inch. For larger services the customer is responsible for submitting drawings for city approval and for installation of the service.

Note 2. Prices available upon request.

B. *Meter and Service Relocates*. Effective January 1, 2017, rates for relocation of water service shall be as follows:

Service relocates ten feet (10') and less	\$265.00
Service relocates over ten feet (10')	\$1,180.00
Meter box raise/raise yoke fee	\$130.00
One (1") inch yoke replacement fee	\$260.00

The city does not perform half-street restoration work. If the service installation or relocation requires half-street restoration, the applicant shall hire a contractor approved by the city to work within the right-of-way, obtain a right-of-way permit, and complete all work themselves (including service installation or relocation). The service installation or relocation and the half-street restoration work must be complete prior to the city setting the water meter.

C. ~~Commencing~~ Effective January 1, 2018 2023, and effective January 1st of each year thereafter, the fees set by subsections [A](#) and [B](#) of this section shall be adjusted annually pursuant to the methodology set forth in 3.08.100. ~~at a rate based upon the change in the Consumer Price Index for Urban Wage Earners and Clerical Workers for the Seattle-Bellevue Metropolitan Area as prepared by the United States Department of Labor, Bureau of Labor Statistics and as published as of the preceding June 30th.~~ The annual fee adjustment adjusted fee for each rate category shall be rounded to the nearest \$5.00. This annual adjustment shall not apply to the “Meter Only” fees.

Section 5. Amendment. Vancouver Municipal Code Sections 16.40.070 entitled “Hazardous Material Regulatory Fee Schedule” as codified by Ordinance M-3856 §2 is hereby amended as follows:

ORDINANCE - 7

16.40.070 Hazardous Material Regulatory Fee Schedule

Hazardous material regulatory fees shall be based on Table 16.40.070-1. The definitions of VMC [16.40.010](#) shall be used to interpret Table 16.40.070-1. The fee is calculated by multiplying the number of pounds of the hazardous materials reported to the state or federal regulatory agency under the law regulating the hazardous occupancy cited in VMC [16.40.010\(A\)](#) by the risk factors set forth in Table 16.40.070-1. The product of this calculation shall be multiplied by \$1.10 starting January 1, 2019; multiplied by \$1.20 starting January 1, 2020; and commencing on January 1, 2021, adjusted annually pursuant to the methodology set forth in 3.08.100. ~~by the Consumer Price Index for All Urban Consumers for the Seattle area as adopted by the Bureau of Labor Statistics to arrive at the amount of the fee~~ The multiplier shall not otherwise be increased except by ordinance amendment. If the calculation yields a fee of less than \$100.00 the hazardous materials occupancy is exempt from the certificate and fee requirements of this chapter.

[Note to Code Revisor: Table 16.40.070-1 are not amended by this ordinance]

Section 6. Amendment. Vancouver Municipal Code Sections 17.08.130 entitled “Fees” as codified by Ordinance M-3660 § 4 and last amended by Ordinance M-4318 § 1 is hereby amended as follows:

17.08.130 Fees.

A. Application/Plan review fee. When submittal of documents are required, a plan review fee shall be paid at the time of submitting the submittal documents for plan review. The fee shall be as specified in Table V.

B. *Permit fee.* A permit shall not be valid until the permit and construction documents have been approved and the fees prescribed in this section have been paid. Amendment to a permit shall not be released until the additional fee, where applicable, has been paid.

C. *Determination of valuation.* The valuation used to determine permit and plan review fees shall be generated from national statistical averages as found in “Building Standards” or similar source for the type of construction and the type of occupancy.

1. The determination of value or valuation under any of the provisions of this code shall be made by the building official and/or fire marshal.

D. Generally, fees should be adopted at a level sufficient to cover costs or a substantial portion of the costs, associated with conducting review and inspections, issuing permits, and providing services, as set by city council. Consistent with the intent of this code section, the building official and fire marshal are authorized to make adjustments to categories of fees provided such adjusted fees do not exceed those adopted by this section.

E. *January 1st of each year.* Building and fire related permit and plan review fees shall be adjusted annually pursuant to the methodology set forth in 3.08.100. ~~by an amount equal to the percentage change in the Consumer Price Index for All Urban Consumers for the Seattle area as adopted by the Bureau of Labor Statistics or a replacement index applicable to the city of Vancouver, but not less than zero percent.~~ Each such newly adjusted fee shall be rounded to the next higher whole dollar.

F. Building and Fire related permit and plan review fees shall be reviewed periodically to ensure that they accurately reflect the current cost of providing services.

G. The following tables contain all building and fire related fees:

[Note to Code Revisor: Tables I-V are not amended by this ordinance]

Section 7. Amendment. Vancouver Municipal Code Sections 19.11.040 entitled “Rates in public off-street facilities” as codified by Ordinance M-4088 § 1 and subsequently amended by Ordinance M-4211 § 6 is hereby amended as follows:

19.11.040 Rates in public off-street facilities

There is hereby established a maximum daily parking rate of twenty-five dollars (\$25.00), a maximum monthly parking rate of two hundred dollars (\$200.00), and a maximum event rate of twenty-five dollars (\$25.00) per event stay. These rates may be reduced administratively by the city manager, or his/her designee, pursuant to the guidelines below:

A. Any citizen sixty-two years of age, or older, may receive a “senior citizen discount” in an amount to be determined by the city manager or his/her designee, but in no event should the discount exceed twenty (20) percent;

B. The parking rates may be changed to an amount to reach the desired occupancy rate in each municipal lot;

C. The parking rates may be adjusted annually pursuant to the methodology set forth in 3.08.100. ~~changed to reflect the annual consumer price index (CPI) for inflation in the Portland-Vancouver area;~~

ORDINANCE - 10

- D. The parking rates may be changed to an amount to reach desired occupancy rates at parking meters;
- E. The parking rates may be changed to reflect market conditions in the Portland-Vancouver area;
- F. The parking rates may be changed to accommodate specific site characteristics and seasonal events;
- G. The parking rates may be changed to reflect the parking conditions, including, but not limited to, covered vs. uncovered parking, and reserved vs. non-reserved. The city manager, or his/her designee, is authorized to promulgate rules and regulations regarding the administrative reduction of the maximum parking rates. The city manager, or his/her designee, shall report to the city council from time to time as requested by the city council, but in any event, shall report at least once every year regarding these parking rates.

Section 8. Amendment. Vancouver Municipal Code Sections 20.180.050 entitled “Revisions” as codified by Ordinance M-3643 and last amended by Ordinance M-4097 § 1 is hereby amended as follows:

20.180.050 Revisions

Development review fees. Effective January 1, 2023 ~~2010~~, and January 1st of each year thereafter, development review fees shall be adjusted annually pursuant to the methodology set forth in 3.08.100. ~~by an amount equal to the percentage change in the Consumer Price Index for the Portland-Salem, Oregon-Washington Metropolitan Area for Wage Earners and Clerical Workers (CPI-W) for the preceding year ending on June 30 prepared by the Department of Labor, Bureau~~

~~of Labor Statistics or a replacement index applicable to the City of Vancouver.~~ Each such newly adjusted fee shall be rounded to the nearest whole dollar with fifty (\$.50) cents or more being rounded to the next higher dollar and forty-nine (\$.49) cents or less to the lower dollar. Fees based on valuation, per head or device, per lineal foot or square foot and per section shall be excluded from rounding to the nearest whole dollar.

Section 9. Amendment. Vancouver Municipal Code Sections 20.915.050 entitled “Park Impact Fee” as codified by Ordinance M-3643 and last amended by Ordinance M-4319 § 3 is hereby amended as follows:

20.915.050 Park Impact Fee.

A. *Formula.* The impact fee component for parks shall be calculated using the following formula:

$$PIF = F \times U$$

1. “PIF” means the parks impact component of the total development impact fee.
2. “F” means the parks impact fee rate per unit of housing, either single-family or multi-family residential, as applicable, for each service area. Such rate shall be established in the parks impact fee program technical document, incorporated herein by this reference, for each service area by estimating the cost of anticipated growth-related parks projects. Between major program updates, the calculated per unit fee will be adjusted annually pursuant to the methodology set forth in 3.08.100 ~~to account for inflation using the Seattle-Bellevue-Tacoma CPI-U Index, as reported by the Bureau of Labor Statistics,~~ and as outlined in the parks impact fee program technical document.

3. “U” means the number of units, either single-family or multi-family, whichever is applicable, consistent with a proposed development.

B. Current park impact fee rates shall be as set forth in Table 915.050-1:

Year	Park District	Single-Family (SF)	Multi-Family (MF)
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Table 20.915.050-1.

January 1, 2021	A, B, C	\$2,819	\$2,060
January 1, 2022	A, B, C	\$3,523	\$2,575

C. At least one copy of the park impact fee technical document adopted by the city council including the current park impact fee schedule as calculated thereunder, shall be filed in the office of the city clerk for use and examination by the public.

Section 10. Adjustment of Fees and Charges Authorized for 2022. Notwithstanding any other provision of this Ordinance or the Vancouver Municipal Code, effective immediately and until June 30, 2022, any fee or charge imposed by the Vancouver Municipal Code for which an annual adjustment is authorized by VMC 11.60.160, 14.04.090, 16.40.070, 17.08.130, and 20.180.050 shall be increased by 3.3%, calculated based upon the amount of the 2021 fee or charge. This increase reflects approximately one half of the 2021 percentage change in the Consumer Price Index for Urban Wage Earners and Clerical Workers for the Seattle-Tacoma-Bellevue Metropolitan Area as prepared by the United States Department of Labor, Bureau of Labor Statistics. As set forth in Exhibit A, the aforementioned changes to fees and charges authorized by 17.08.130 and 20.180.050 have been administratively approved, effective January

1, 2022, pending City Council ratification. The changes set forth in Exhibit A are hereby approved and ratified.

Effective July 1, 2022 and until December 31, 2022, any fee or charge imposed by the Vancouver Municipal Code for which an annual adjustment is authorized by VMC 11.60.160, 14.04.090, 16.40.070, 17.08.130, and 20.180.050 shall be further increased by 3.2%, which reflects the remainder of the 2021 percentage change in the Consumer Price Index for Urban Wage Earners and Clerical Workers for the Seattle-Tacoma-Bellevue Metropolitan Area as prepared by the United States Department of Labor, Bureau of Labor Statistics.

Section 11. Severability. If any clause, sentence, paragraph, section, or part of this ordinance or the application thereof to any person or circumstances shall be adjudged by any court of competent jurisdiction to be invalid, such order or judgment shall be confined in its operation to the controversy in which it was rendered and shall not affect or invalidate the remainder of any parts thereof to any other person or circumstances and to this end the provisions of each clause, sentence, paragraph, section or part of this law are hereby declared to be severable.

Section 12. Effective Date. This ordinance shall be effective immediately upon passage.

Read first time:

Ayes: Councilmembers

Nays: Councilmembers

Absent: Councilmembers

ORDINANCE - 14

Read second time:

PASSED by the following vote:

Ayes: Councilmembers

Nays: Councilmembers

Absent: Councilmembers

SIGNED this _____ day of _____, 2022.

Anne McEnerny-Ogle, Mayor

Attest:

Natasha Ramras, City Clerk

Approved as to form:

Jonathan Young, City Attorney

ORDINANCE - 15

SUMMARY

ORDINANCE NO. _____

AN ORDINANCE of the City of Vancouver relating to the annual adjustment of certain City fees and charges to reflect changes in the consumer price index; adopting legislative findings, adding Section 3.08.100 to the Vancouver Municipal Code to provide a uniform methodology for adjustment of certain City fees and charges pursuant to the consumer price index, effective in 2023; amending Sections 11.60.160, 14.04.090, 16.40.070, 17.08.130, 19.11.040, 20.180.050, and 20.915.050 of the Vancouver Municipal Code to incorporate by reference the methodology set forth in new Section 3.08.100; approving and ratifying adjustment of certain City fees and charges for 2022 to reflect changes in the Consumer Price Index for 2021, providing for severability; and setting an immediate effective date.

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

Exhibit A

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



www.ci.vancouver.wa.us

MEMORANDUM

TO: Raelyn McJilton, Central Records

FR: Natasha Ramras, City Clerk
Jonathan Young, City Attorney

DT: December 28, 2021

RE: CPI Administrative Increases
Pursuant to VMC Chapter 1.01

Pursuant to the authority contained in Vancouver Municipal Code ("VMC") § 1.01.080 - .100, the City Clerk hereby authorizes the Records Custodian to amend the VMC, as attached to and incorporated by reference in this authorization.

City Code prescribes that the United States Bureau of Labor Statistics consumer price index ("CPI") be utilized in establishing inflationary adjustments to City fees. Following review of applicable data, inflationary adjustments of 3.3% are hereby authorized to all of the relevant fees in the VMC 17.08.130 (E) and 20.180.050 pending City Council review and ratification of a lower than official CPI increase. The change will be effective January 1, 2022.

Approved by:

Approved as to form:

Natasha Ramras

Natasha Ramras, City Clerk

Jonathan Young

Jonathan Young, City Attorney

Exhibit A

Building and Fire Permit Fees: 17.08.130

17.08.130 Fees

Table II. Electrical Permit Fees

Fees are per each item to be installed or altered.

	2021	2022
Electrical Permit Items (1)		
Residential		
Placement or Altered Service (2)		
Electrical Service 0 - 200 amps with feeder	\$83.06	\$85.80
Electrical Service 201 - 600 amps with feeder	\$121.50	\$125.51
Electrical Service 601 Amps and greater	\$182.90	\$188.94
Mobile Home Service or Feeder	\$59.50	\$61.46
Mobile Home Service and Feeder	\$97.94	\$101.17
Additional Feeders (2)	\$59.50	\$61.46
Branch Circuits (4)		
1 - 4 Circuits	\$59.50	\$61.46
Each Additional Circuit	\$6.82	\$7.05
Maintenance/Repair Mast or Meter (3)	\$45.25	\$46.74
Commercial Industrial		
New or Altered Service/Feeder (5, 6, 7)		
0 - 100 amps	\$97.94	\$101.17
101 - 200 amps	\$119.03	\$122.96
201 - 400 amps	\$228.14	\$235.67
401 - 600 amps	\$278.48	\$287.67
601 - 800 amps	\$344.70	\$356.08
801 - 1000 amps	\$420.33	\$434.20
1001 amps and over	\$458.77	\$473.91
Additional Feeders (6)		
0 - 200 amps	\$97.94	\$101.17
201 - 600 amps	\$228.14	\$235.67
601 - 1000 amps	\$344.70	\$356.08
1001 amps and over	\$382.51	\$395.13
Maintenance Repair Mast of Meter 1	\$83.06	\$85.80
Branch Circuits Only (4)		
First 5 Circuits per Branch Circuit Panel	\$75.64	\$78.14

Exhibit A

Each Additional Circuit Per Branch Circuit Panel	\$6.82	\$7.05
Over 600 Volts Surcharge Per Permit	\$75.64	\$78.14
Temporary Service (8)		
0 - 200 amps with feeder	\$74.39	\$76.84
201 - 400 amps with feeder	\$90.52	\$93.51
401 - 600 amps with feeder	\$121.50	\$125.51
601 amps and over	\$137.64	\$142.18
Each Additional Feeder	\$26.65	\$27.53
Low Voltage/Telecommunications (9)		
First 2500 square feet or less	\$52.55	\$54.28
Each Additional 2500 Square Feet or portion thereof	\$14.26	\$14.73
Signs and Outline Lighting (10, 11)		
First Sign (No Service Included)	\$45.25	\$46.74
Each Additional Sign Inspected at Same Time	\$21.69	\$22.41
Generators (12)		
Installed Transfer for Portable Generators	\$82.75	\$85.48
Electrical Annual Permit for Commercial Industrial Location (13)		
1 to 3 Plant Electricians (up to 6 inspections)	\$1,094.57	\$1,130.69
1 to 3 Plant Electricians (up to 12 inspections)	\$2,189.12	\$2,261.36
4 to 6 Plant Electricians (up to 24 inspections)	\$4,381.88	\$4,526.48
7 to 12 Plant Electricians (up to 36 inspections)	\$6,570.48	\$6,787.31
13 to 35 Plant Electricians (up to 52 inspections)	\$8,761.47	\$9,050.60
25 + Plant Electricians (up to 75 inspections)	\$10,953.08	\$11,314.53
Trip Fees - Rounded to nearest whole dollar		
Inspection Requested but Not Ready	\$46.00	\$48.00
Each Additional Inspection Over 2 Per Permit	\$46.00	\$48.00
Inspection of Existing Installation	\$91.00	\$94.00
Progress Inspections Per 1/2 Hour (Minimum)	\$46.00	\$48.00
Plan Review	35% of permit fee plus submission fee	35% of permit fee plus submission fee

Exhibit A

Plan Review Submission Fee	\$76.22	\$76.22 \$78.74
Permit of Record	\$30.00	\$30.00 \$31.00
Minimum Fee (14)	\$74.39	\$74.39 \$76.84

Footnotes:

1. A maximum of two inspections are provided per permit. Additional inspections will be subject to Trip Fee assessment.
2. Service and feed must be inspected together when using this fee. Inspections at different times requires a ~~\$58.00~~ \$60.00 fee for each inspection.
3. Scope of work is limited to wind, weather, vehicular or terminal failure damage to existing systems. May also include the repair or replacement of the mast, meter and conductors up to the first point of termination on the service or building disconnecting means. Relocated meters or masts and overhead-underground conversions shall be evaluated as altered services.
4. Altered or added circuits calculated per panelboard.
5. Service and feed must be inspected together when using this fee. Inspections at different times requires the Service Fee plus additional fee calculated Commercial Additional Feeders fee.
6. All field installed power transformers that are the source of a separately derived system shall have both their primary and secondary feeds identified/fee valued. All multi-section lighting and appliance branch circuit panelboards shall have each section evaluated/fee valued. All feeder taps that terminate in an overcurrent device rated 30 amps or larger shall be identified/fee valued.
7. Multiple section switch boards that have continuous, full ampacity bussing between sections shall be fee valued as single feeders Switchboard subsections that have reduced ampacity bussing and individual overcurrent protection for the section shall be evaluated as additional feeders.
8. Service and feed must be inspected together when using this fee. Inspections at different times requires an additional fee per the Service and Fee schedule.
9. Low voltage and telecommunications systems includes all telecommunication systems, fire alarms, burglar alarms, nurse call, intercom, security systems, energy management controls, HVAC/refrigeration control, industrial and automation control systems, lighting controls, stand alone sound systems, public address and similar low energy circuits and equipment in all occupancy except one and two family dwellings as regulated by the International Residential Code. Multiple low-voltage systems installed by a single contractor at a single address and ready for a single inspection, may be fee valued at one fee.
10. Service or feeder equipment installed exclusively to power a sign shall be fee valued at the Commercial Industrial Service fee schedule.

Exhibit A

11. Multiple sign faces and enclosures mounted on the same structure, each disconnecting means or set of disconnects to a separate enclosure shall be considered an individual sign. For outline lighting, neon channel letters and skeletal neon lighting, a sign will be defined as the sign transformer or power supply fed by a primary sign circuit.
12. Permanently installed generators shall be fee valued under the appropriate residential or commercial service/feeder schedule.
13. For commercial and industrial location employing full-time electrical maintenance staff or having a yearly maintenance contract with a licensed electrical contractor. All yearly maintenance contracts must detail the number of contract electricians necessary to do the work required under the contract. This number will be used for calculating the fees. Each inspection is based on a 2 hour maximum. Annual permits are valid for inspection at one facility (site) only.
14. The electrical permit fee shall be the calculated fee per the fee table or the minimum fee, whichever is greater, except Trip Fees which will be calculated from the fee schedule.

17.08.130 Fees

Table III. Mechanical Permit Fees.

Fees are per each item to be installed or altered.

	2021	2022
Mechanical Permit Item (1)		
Heating and Cooling		
A/C or Heat Pump	\$13.62	\$14.07
Furnace < 100,000 BTU (ducts/vents)	\$13.62	\$14.07
Furnace > 100,000 BTU (ducts/vents)	\$17.98	\$18.57
Gas Heat Pump	\$13.62	\$14.07
Duct Work	\$13.62	\$14.07
Hydronic Hot Water System	\$13.62	\$14.07
Residential Boiler (Radiator or Hydronic)	\$13.62	\$14.07
Unit Heater (Recessed, Suspended, Etc.)	\$13.62	\$14.07
Flue or Vent for Heating/Cooling	\$13.62	\$14.07
Other Fuel Appliances		
Water Heater	\$13.62	\$14.07
Gas Fireplace	\$13.62	\$14.07
Flue Vent for Water Heater or Gas Fireplace	\$13.62	\$14.07
Log Lighter (Gas)	\$13.62	\$14.07
Wood/Pellet Stove	\$13.62	\$14.07
Wood Fireplace/Insert	\$13.62	\$14.07
Chimney/Liner/Flue/Vent	\$13.62	\$14.07
Environmental Exhaust and Ventilation		

Exhibit A

Range Hood or Kitchen Equipment	\$13.62	\$14.07
Clothes Dryer Exhaust	\$13.62	\$14.07
Single Duct Exhaust	\$13.62	\$14.07
Attic/Crawl Space Fan	\$13.62	\$14.07
Fuel Piping		
Fuel Piping: 1 - 4 Outlets	\$5.57	\$5.75
Fuel Piping: More Than 4 Outlets, Each	\$1.24	\$1.28
Mechanical Annual Permit for Commercial Industrial Locations (4)		
1 to 3 Plant Mechanical Technicians (up to 6 inspections)	\$1,094.57	\$1,130.69
1 to 3 Plant Mechanical Technicians (up to 12 inspections)	\$2,189.12	\$2,261.36
4 to 6 Plant Mechanical Technicians (up to 24 inspections)	\$4,381.88	\$4,526.48
7 to 12 Plant Mechanical Technicians (up to 36 inspections)	\$6,570.48	\$6,787.31
13 to 35 Plant Mechanical Technicians (up to 52 inspections)	\$8,761.48	\$9,050.61
25+ Plant Mechanical Technicians (up to 75 inspections)	\$10,953.07	\$11,314.52
Plan Review Fee	35% of Permit Fee Plus Submission Fee	35% of Permit Fee Plus Submission Fee
Plan Review Submission Fee	\$76.22	\$78.74
Other (2)		
Minimum Fee: Gas Water Heater (3)	\$63.84	\$65.95
Minimum Fee: All Others	\$74.39	\$76.84
Trip Fees - Rounded to nearest whole dollar		
Inspection Requested but Not Ready	\$46.00	\$48.00
Each Additional Inspection Over 2 Per Permit	\$46.00	\$48.00
Inspection of Existing Installation	\$91.00	\$94.00
Progress Inspections Per 1/2 Hour (Minimum)	\$46.00	\$48.00
Minimum Fee (2)	\$74.39	\$76.84

Footnotes:

Exhibit A

- 1. A maximum of two inspections are provided with each permit. Additional inspections will be assessed a trip fee.
- 2. The mechanical permit fee shall be the calculated fee per the fee table or the minimum fee, whichever is greater.
- 3. For replacement in like kind, requiring no new power/fuel source or venting system.
- 4. For commercial and industrial location employing full-time mechanical maintenance staff or having a yearly maintenance contract with a licensed mechanical contractor. All yearly maintenance contracts must detail the number of contract mechanical technicians necessary to do the work required under the contract. This number will be used for calculating the fees. Each inspection is based on a 2-hour maximum. Annual permits are valid for inspection at one facility (site) only.

17.08.130 Fees

Table IV. Plumbing Permit Fees.

Fees are per each item to be installed or altered.

	2021	2022
Plumbing Item (1)		
Site Utilities		
Catch Basin	\$14.26	\$14.73
Drywell, leach line, trench drain	\$14.26	\$14.73
Manufactured home utilities	\$92.90	\$95.97
Manholes	\$14.26	\$14.73
Rain Drain Connector	\$14.26	\$14.73
Footing Drain (1st 100 feet)	\$46.47	\$48.00
Footing Drain (Each Additional 100 Feet)	\$39.04	\$40.33
Sanitary Service (1st 100 feet)	\$46.47	\$48.00
Sanitary Service (Each Additional 100 Feet)	\$39.04	\$40.33
Storm Service (1st 100 Feet)	\$46.47	\$48.00
Storm Service (Each Additional 100 Feet)	\$39.04	\$40.33
Water Service (1st 100 Feet)	\$46.47	\$48.00
Water Service (Each Additional 100 Feet)	\$39.04	\$40.33
Fixture or Item		
Absorption Value	\$14.26	\$14.73
Backflow Preventer: Commercial	\$39.04	\$40.33
Backflow Preventer: Residential	\$22.94	\$23.70
Backwater Valve	\$14.26	\$14.73
Clothes Washer	\$14.26	\$14.73
Dishwasher	\$14.26	\$14.73
Drinking Fountain	\$14.26	\$14.73
Ejectors/Sump Pump	\$14.26	\$14.73
Expansion Tank	\$14.26	\$14.73
Fixture/Sewer Cap	\$14.26	\$14.73

Exhibit A

Floor Drain/Floor Sink/Hub	\$14.26	\$14.73
Garbage Disposal	\$14.26	\$14.73
Hose Bib	\$14.26	\$14.73
Ice Maker	\$14.26	\$14.73
Interceptor/Grease Trap	\$14.26	\$14.73
Primer	\$14.26	\$14.73
Rain Drain: Commercial	\$14.26	\$14.73
Rain Drain: Single-Family Residential	\$55.19	\$57.01
Sink/Basin/Lavatory	\$14.26	\$14.73
Tub/Shower/Shower Pan	\$14.26	\$14.73
Urinal	\$14.26	\$14.73
Water Closet	\$14.26	\$14.73
Water Heater	\$14.26	\$14.73
Medical Gas Systems (Valuation)		
\$1 - \$5,000 Valuation	\$63.13	\$65.21
\$5,001 - \$10,000 Valuation	\$63.13 plus \$1.24 for each \$1,000 or fraction thereof over \$5,000	\$65.21 plus \$1.28 for each \$1,000 or fraction thereof over \$5,000
\$10,001 and over Valuation	\$69.33 plus \$1.24 for each \$1,000 or fraction thereof over \$10,000	\$71.62 plus \$1.28 for each \$1,000 or fraction thereof over \$10,000
Other (2)		
Minimum Fee: Electrical Water Heater	\$63.84	\$65.95
Minimum Fee: Residential Backflow	\$63.84	\$65.95
Minimum Fee: All Other	\$74.39	\$76.84
Plumbing Annual Permit for Commercial Industrial Locations (3)		
1 to 3 Plant Plumbers (up to 6 inspections)	\$1,094.57	\$1,130.69
1 to 3 Plant Plumbers Technicians (up to 12 inspections)	\$2,189.12	\$2,261.36
4 to 6 Plant Plumbers (up to 24 inspections)	\$4,381.88	\$4,526.48
7 to 12 Plant Plumbers (up to 36 inspections)	\$6,570.48	\$6,787.31
13 to 35 Plant Plumbers (up to 52 inspections)	\$8,761.47	\$9,050.60
25+ Plant Plumbers (up to 75 inspections)	\$10,953.07	\$11,314.53

Exhibit A

Plan Review Fee	35% of Permit Fee Plus Submission Fee	35% of Permit Fee Plus Submission Fee
Plan Review Submission Fee	\$76.22	\$78.74
Trip Fees - Rounded to nearest whole dollar		
Inspection Requested but Not Ready	\$46.00	\$48.00
Each Additional Inspection Over 2 Per Permit	\$46.00	\$48.00
Inspection of Existing Installation	\$91.00	\$94.00
Progress Inspections Per 1/2 Hour (Minimum)	\$46.00	\$48.00
Minimum Fee (2)	\$74.39	\$76.84

Footnotes:

1. A maximum of two inspections are provided with the permit. Additional inspections will be assessed a Trip Fee.
2. The plumbing permit fee shall be the calculated fee per the fee table or the minimum fee, whichever is greater.
3. For commercial and industrial location employing full-time plumbing maintenance staff or having a yearly maintenance contract with a licensed plumbing contractor. All yearly maintenance contracts must detail the number of contract plumbers necessary to do the work required under the contract. This number will be used for calculating the fees. Each inspection is based on a 2-hour maximum. Annual permits are valid for inspection at one facility (site) only.

VALUATION BASED FEES (4.1 Table IV.1) ON NEXT TAB

17.08.130 Fees

Table V. Plan Review Fees

Review	Fee
Building Plan Review	65% of Building Permit Fee (100% for "Fast Track" Review)
Single Permit Plan Review	50% of Single Permit Fee (77% for "Fast Track" Review)
Fire Plan Review (Commercial and Multi-Family Permits Only)	65% of the Fire Building Permit Fee
Mechanical or Plumbing Plan Review	35% of Permit Fee
Electrical Plan Review	35% of Permit Fee plus Submission Fee

Exhibit A

17.08.130 Fees

Table VI. Grading and erosion control permit and plan review fees.

	2021 FEES	2021 FEES	2022 FEES	2022 FEES
BUILDING - GRADING AND EROSION CONTROL	Plan Review Fee	Permit Fee	Plan Review Fee	Permit Fee
10 to 50 c.y.		\$29.13		\$30.09
51 to 100 c.y.	\$29.13	\$45.87	\$30.09	\$47.38
101 to 1,000 c.y.				
Base Fee	\$45.87	\$45.87	\$47.38	\$47.38
Plus fee per 100 c.y. (or fraction thereof)		\$21.69		\$22.41
1,001 to 10,000 c.y.				
Base Fee	\$61.07	\$241.16	\$63.09	\$249.12
Plus per 1,000 c.y. (or fraction thereof)		\$17.98		\$18.57
10,001 to 100,000 c.y.				
Base fee for first 10,000 c.y.	\$61.07	\$402.97	\$63.09	\$416.27
Plus per 10,000 c.y. (or fraction thereof)	\$30.37	\$81.85	\$31.37	\$84.55
100,001 to 200,000 c.y.				
Base fee for first 100,000 c.y.	\$334.47	\$1,139.49	\$345.51	\$1,177.09
Plus per 10,000 c.y. (or fraction thereof)	\$16.42	\$45.25	\$16.96	\$46.74
200,001 c.y. or more				
Base fee for first 200,000 c.y.	\$498.77	Use 100,001 above	\$515.23	Use 100,001 above
Plus per 10,000 c.y. (or fraction thereof)	\$9.00	Use 100,001 above	\$9.30	Use 100,001 above

17.08.130 Fees

Table VII. Fire Fees

		2021 FEES	2021 FEES	2022 FEES	2022 FEES
No.	Activity	Base Fee	Per Head or Device	Base Fee	Per Head or Device
FIRE PROTECTION SYSTEMS AND COMPONENTS					
1.	Fire Pumps (each pump)				
	a) Review	\$ 267.00		\$ 289.60	
	b) Inspection	\$ 718.00		\$ 778.78	
2.	Stand Pipes System (each stand pipe)				
	a) Review	\$ 100.00		\$ 108.47	
	b) Inspection	\$ 201.00		\$ 218.01	
3.	Underground Fire Service (each lateral)				
	a) Review	\$ 71.00		\$ 77.01	
	b) Inspection	\$ 201.00		\$ 218.01	
4.	Fire Sprinklers (each system)				
	a) Review	\$ 215.00	\$ 2.15	\$ 233.20	\$ 2.33
	b) Inspection	\$ 215.00	\$ 3.56	\$ 233.20	\$ 3.86

Exhibit A

B.	Fire Sprinkler Tenant Improvements:				
	Category 1: AFFIDAVIT 1 TO 10 heads:				
	(Limited to arm-overs and drops with a head location diagram for inspection reference)				
	a) Review	\$ -	\$ -		
	b) Inspection	\$ 71.00	\$ -	\$ 77.01	
	Category 2: AFFIDAVIT 11 to 20 heads:				
	(Limited to arm-overs and drops in a light hazard occupancy with a head location diagram for inspection reference)				
	a) Review	\$ -	\$ -		
	b) Inspection	\$ 144.00	\$ -	\$ 156.19	
	Category 3: Fire Sprinkler alterations that involve only changing heads of the same performance characteristics and minor adjustments to drop lengths:				
	a) Review	\$ -			
	b) Inspections	\$ 144.00	\$ 2.15	\$ 156.19	\$ 2.33
	Caterfory 4: Fire Sprinkler system alterations or additions that don't fall under Caterfory 1,2, or 3:				
	(With full Plans)				
	a) Review	\$ 71.00	\$ 0.69	\$ 77.01	\$ 0.75
	b) Inspections	\$ 144.00	\$ 2.15	\$ 156.19	\$ 2.33
C.	Dry Pipe, Antifreeze, Pre-Action (each in addition to fire sprinkler system)				
	a) Review	\$ 100.00		\$ 108.47	
	b) Inspection	\$ 201.00		\$ 218.01	
5.	Clean Agent System (CO2, FM-200, Inergen, etc.)				
	a) Review	\$ 358.00		\$ 388.30	
	b) Inspection	\$ 503.00		\$ 545.58	
6.	Commercial Cooking Hood and Duct Protection (per new system)				
	a) Review	\$ 258.00		\$ 279.84	
	b) Inspection	\$ 173.00		\$ 187.64	
	Commercial Cooking Hood and Duct Protection Minor Revisions (Permit not required if modification is limited to normal maintenance, replacing or reconfiguring heads and no increase in flow points used.) Applicant to notify Fire Marshals's Office of loaction and extent of work.				
	a) Review	\$ -			
	b) Inspection	\$ -			
7.	Fire Alarm Systems - Minor (additions, no new panel, up to 10 devices)				

Exhibit A

	Category 1: Affidavit 1-4 devices (limited to spot smoke or heat detectors, horn/stobes, strobes, horns, mini-horns, manual pull stations or one communication device)				
	a) Review	No Review Fees for Fire Alarms Minor per Ordinance			
	b) Inspections	\$ 125.00		\$ 135.58	
	Category 2: Modifications of up to 10 devices not qualifying for affidavit (e.g., additions, no new panel)				
	a) Review	\$ 71.00	\$ 2.87	\$ 77.01	\$ 3.11
	b) Inspections	\$ 144.00	\$ 7.20	\$ 156.19	\$ 7.81
8.	Fire Alarm Systems - Major (new panel or 11+ devices, central station)				
	a) Review	\$ 215.00	\$ 2.87	\$ 233.20	\$ 3.11
	b) Inspection	\$ 215.00	\$ 7.20	\$ 233.20	\$ 7.81
OTHER PERMITS					
9.	Underground Tank Demolition (each tank)				
	a) Review	\$ -	\$ -		
	b) Inspection	\$ 25.00	\$ -	\$ 27.12	
10.	Smoke Control Systems (up to 3 shafts)		Each add'l shaft		
	a) Review	\$ 431.00	\$ 144.00	\$ 467.48	\$ 156.19
	b) Inspections	\$ 860.00	\$ 287.00	\$ 932.80	\$ 311.29
	Other Smoke Control (atriums, malls, others)				
	a) Review	\$ 431.00	\$ 144.00	\$ 467.48	\$ 156.19
	b) Inspections	\$ 860.00	\$ 287.00	\$ 932.80	\$ 311.29
TRIP FEES					
11.	Trip Fee Assessment	\$ 53.00		\$ 57.49	

17.08.130 Fees Footnotes

Footnotes:

1. Trip Fees are intended to recover actual costs and may be assessed where the requested inspections are for work that is not ready for inspection, the work is not accessible for inspection, or the appropriate personnel or documentation is not on site.

G 8. Other inspection and service fees

a. Other inspections outside of the normal business hours (8:00 a.m./5:00 p.m.) shall be a minimum fee of ~~\$288.00~~ \$296.00 per inspector providing a maximum of two hours of inspection per trip. Additional consecutive hours of inspection are ~~\$144.00~~ \$148.00 per hour per inspector. Inspector is defined as a building inspector, electrical inspector and/or a deputy fire marshal.

b. Re-inspection fees when required shall be ~~\$144.00~~ \$148.00 per hour, with a minimum of ~~\$72.00~~ \$74.00 per inspection.

c. Inspections for which no fee is established shall be ~~\$144.00~~ \$148.00 per hour, with a minimum of ~~\$72.00~~ \$74.00 per inspection

Exhibit A

- d. Additional plan review time required due to changes or revisions to already approved construction documents and plans shall be calculated at ~~\$144.00~~ **\$148.00** per hour, but shall not exceed an amount equal to the original plan check fee. Major revisions to construction documents or plans after approval or during plan review shall require a new plan review fee.
- e. There shall be a ~~\$30.00~~ **\$31.00** issuance fee added for each permit identified in Tables I (Building Permit Fees), VI (Grading and Erosion Control Permit and Plan Review Fees), and VII (Fire Fees).
- f. Permit fees not clearly defined by this section, or fees that are found by the building official and/or fire code official to be inequitable using a valuation base, shall be determined by the building official and/or fire code official by using a rational cost-of-service analysis. Fee determinations in such cases shall be made available to the public and disseminated to the applicable segments of the construction industry for use in future such cases.
- g. Expiration date extension fee. A fee of \$40.00 shall be assessed to process a permit expiration date extension request for CMI and RES permits. A fee of \$26.00 shall be assessed to process expiration date extension requests for other permit types covered under this title.
- h. *Fee refunds* . Requests for fee refunds must be made in writing by the permittee. The building official and/or fire official may authorize refund of a fee paid as follows:
- i. Refunding of not more than 80 percent of the permit fee paid when no work has commenced under a permit issued in accordance with this code.
 - ii. Authorize refunding of not more than 80 percent of the plan review fee paid when an application for a permit for which a plan review fee has been paid is withdrawn or canceled before any examination time has been expended.
 - iii. There shall be no refunding of any fee paid except upon written application filed by the original applicant no later than 180 days after the date of fee payment.
- i. *Re-inspection/Trip Fees*. A re-inspection/trip fee may be assessed for each inspection or re-inspection when such portion of work for which inspection is called for is not complete or when corrections called for are not made.
- i. Re-inspection/trip fees are designed to discourage the practice of calling for inspections before the job is ready for such inspection or re-inspection.
 - ii. Re-inspection/trip fees may also be assessed under the following circumstances:
 - A. When the inspection record card and permit is not posted or otherwise available on the work site.
 - B. When approved plans are not readily available to the inspector for failure to provide access on the date the inspection is scheduled.
 - C. When there is deviation from the approved plans.
 - D. When required corrections have not been completed upon request for re-inspection.
 - E. When the cost per hour of inspection or re-inspection has exceeded the permit fee paid. A minimum of three inspections per category are allowed for all "single permit fee" permits.
 - iii. The permittee or their designated agent shall pay the required fee as set forth in the fee schedule and noted in the re-inspection/trip fee notice.
 - iv. In instances where re-inspection/trip fees have been assessed, additional inspection of the work will not be performed until the required fee has been paid.
 - v. Reinspection/trip fees will be assessed on Electrical, Plumbing and Mechanical Permits where the number of requested inspections exceeds two. Reinspection fees may be assessed on all other permits where the number of requested inspections in a required inspection category exceeds three. See VMC 17.08.090(G) for limited trade reinspection fee requirements.
- j. *Work commencing before permit issuance*. Any person who commences any work on a building, structure, electrical, gas, mechanical, plumbing system, fire sprinkler, fire alarm system and/or other fire code permits before obtaining the necessary permits shall be subject to an investigation fee established by the building official and/or fire code official in addition to the required fees as set forth in this code.
- i. The investigation fee for work commencing before permit issuance shall be the same as the required permit fees contained in the fee tables.
 - ii. The investigation fee shall be paid prior to or at the time of the permit issuance.
 - iii. The payment of the investigation fee shall not exempt an applicant from compliance with all provisions of the Vancouver Municipal Code or other applicable laws.
 - iv. Such investigation fees may be in addition to any other penalty assessed under VMC Title 22.

(Ord. M-4247 § 3, 2018; ACM dated 12/12/2018, CPI Increase; ACM dated 11/7/2018, CPI Increase; ACM dated 12/19/2017, CPI Increase; ACM dated 11/23/2016, CPI Increase; Ord. M-4165 § 4, 2016; ACM dated 12/31/2015, CPI Increase; Ord. M-4079 § 11, 2014; ACM dated 1/1/2014, CPI Increase; Ord. M-4052 § 7, 2013; Ord. M-4034 § 40, 2012; Ord. M-4013 § 1, 2012; ACM dated 1/4/2012, CPI Increase; ACM dated 12/1/2010, CPI Increase per 17.08.130; Ord. M-3958 § 14, 2010; ACM dated 12/14/2009, Calculation Error In Table I; Ord. M-3932 § 1, 2009; Ord. M-3895 § 1, 2008; Ord. M-3883 § 1, 2008; Ord. M-3863 § 9, 2008; Ord. M-3748 § 1, 2006; Ord. M-3660 § 4, 2004)

Exhibit A

17.08.130 Fees

TABLE I Building Permit Fees

2021 Fees

Valuation	Permit Fees
\$1 to \$500	\$29.13
\$501 to \$2,000	\$29.13 for the first \$500 plus \$3.78 for each additional \$100 or fraction thereof up to and including \$2,000
\$2,001 to \$25,000	\$85.86 for the first \$2,000 plus \$17.36 for each additional \$1,000 or fraction thereof up to and including \$25,000
\$25,001 to \$50,000	\$485.49 for the first \$25,000 plus \$12.51 for each additional \$1,000 or fraction thereof up to and including \$50,000
\$50,001.00 to \$100,000.00	\$798.54 for the first \$50,000 plus \$8.67 for each additional \$1,000 or fraction thereof up to and \$100,000
\$100,001 to \$500,000	\$1,232.07 for the first \$100,000 plus \$6.92 for each additional \$1,000 or fraction thereof up to and including \$500,000
\$500,001 to \$1,000,000	\$4,003.05 for the first \$500,000 plus \$5.89 for each additional \$1,000 or fraction thereof
\$1,000,001 & Up	\$6,948.35 for the first \$1,000,000 plus \$3.90 for each additional \$1,000 or fraction thereof
Manufactured Structures Set-Up Fee	\$178.56 per section, with a minimum fee of \$357.12 per permit (this fee is in addition to the valuation-based fee for the site improvements required in addition to the set-up fee).

17.08.130 Fees

TABLE I Building Permit Fees

2022 Fees

Valuation	Permit Fees
\$1 to \$500	\$30.09
\$501 to \$2,000	\$30.09 for the first \$500 plus \$3.90 for each additional \$100 or fraction thereof up to and including \$2,000
\$2,001 to \$25,000	\$88.69 for the first \$2,000 plus \$17.93 for each additional \$1,000 or fraction thereof up to and including \$25,000
\$25,001 to \$50,000	\$501.51 for the first \$25,000 plus \$12.92 for each additional \$1,000 or fraction thereof up to and including \$50,000
\$50,001.00 to \$100,000.00	\$824.89 for the first \$50,000 plus \$8.96 for each additional \$1,000 or fraction thereof up to and \$100,000
\$100,001 to \$500,000	\$1,272.73 for the first \$100,000 plus \$7.15 for each additional \$1,000 or fraction thereof up to and including \$500,000
\$500,001 to \$1,000,000	\$4,135.15 for the first \$500,000 plus \$6.08 for each additional \$1,000 or fraction thereof
\$1,000,001 & Up	\$7,177.65 for the first \$1,000,000 plus \$4.03 for each additional \$1,000 or fraction thereof
Manufactured Structures Set-Up Fee	\$184.45 per section, with a minimum fee of \$368.90 per permit (this fee is in addition to the valuation-based fee for the site improvements required in addition to the set-up fee).

Footnotes:

1. For Commercial and Multi-Family Residential permits, an additional fee per **Table IV.1 - Fire - Building Permit Fees** shall be added to the amounts listed in Table I - Building Permit Fees, to cover actual costs relating to Fire Department acceptance inspection work.

17.08.130 Fees

4.1 Table IV.1 - These fees apply to multi-family residential and commercial building permits for approval and acceptance by the Vancouver Fire Marshal's Office.

Exhibit A

2021 Fees

Valuation	Permit Fees
\$1 to \$500	\$13.03
\$501 to \$2,000	\$13.03 for the first \$500 plus \$0.34 for each additional \$100 or fraction thereof up to and including \$2,000
\$2,001 to \$25,000	\$18.05 for the first \$2,000 plus \$1.30 for each additional \$1,000 or fraction thereof up to and including \$25,000
\$25,001 to \$50,000	\$48.06 for the first \$25,000 plus \$0.98 for each additional \$1,000 or fraction thereof up to and including \$50,000
\$50,001 to \$100,000	\$72.30 for the first \$50,000 plus \$0.63 for each additional \$1,000 or fraction thereof up to and including \$100,000
\$100,001 to \$500,000	\$104.61 for the first \$100,000 plus \$0.57 for each additional \$1,000 or fraction thereof up to and including \$500,000
\$500,001 to \$1,000,000	\$334.35 for the first \$500,000 plus \$0.53 for each additional \$1,000 or fraction thereof up to and including \$1,000,000
\$1,000,001 & up	\$597.61 for the first \$1,000,000 plus \$0.34 for each additional \$1,000 or fraction thereof
Manufactured Structures Set-Up Fee	\$13.03 per section, with a minimum fee of \$26.07 per permit

17.08.130 Fees

4.1 Table IV.1

2022 Fees

Valuation	Permit Fees
\$1 to \$500	\$13.46
\$501 to \$2,000	\$13.46 for the first \$500 plus \$0.35 for each additional \$100 or fraction thereof up to and including \$2,000
\$2,001 to \$25,000	\$18.65 for the first \$2,000 plus \$1.34 for each additional \$1,000 or fraction thereof up to and including \$25,000
\$25,001 to \$50,000	\$49.65 for the first \$25,000 plus \$1.01 for each additional \$1,000 or fraction thereof up to and including \$50,000
\$50,001 to \$100,000	\$74.69 for the first \$50,000 plus \$0.65 for each additional \$1,000 or fraction thereof up to and including \$100,000
\$100,001 to \$500,000	\$108.06 for the first \$100,000 plus \$0.59 for each additional \$1,000 or fraction thereof up to and including \$500,000
\$500,001 to \$1,000,000	\$345.38 for the first \$500,000 plus \$0.55 for each additional \$1,000 or fraction thereof up to and including \$1,000,000
\$1,000,001 & up	\$617.33 for the first \$1,000,000 plus \$0.35 for each additional \$1,000 or fraction thereof
Manufactured Structures Set-Up Fee	\$13.46 per section, with a minimum fee of \$26.93 per permit

Exhibit A

20.180.080 Fire Review Fees

Table 20.180.080 - Fire Review Fees			
		2021	2022
Section	Activity	Fee	Fee
1.	Planning and Development Review		
A.	Site Plan Review		
1.	Type I	\$ 310.00	\$ 320.00
2.	Type II	\$ 861.00	\$ 889.00
3.	All other site plan reviews (e.g., post decision review)	\$ 310.00	\$ 320.00
B.	Land Divisions		
1.	Short Subdivision (9 lots or less)	\$ 861.00	\$ 889.00
2.	Subdivision (10 lots or more)		
a.	Base Fee for first 23 lots	\$ 1,293.00	\$ 1,336.00
b.	Plus Fee per lot over 23	\$ 48.00	\$ 50.00
C.	Planned Development		
a.	Base Fee for up to 23 lots	\$ 1,293.00	\$ 1,336.00
b.	Plus fees for lot over 23	\$ 58.00	\$ 50.00
D.	Fire Official Review	\$ 262.00	\$ 262.00
E.	All Other Land Use applications	\$ 216.00	\$ 223.00

This fee was incorrect last year it should have been \$48.00 that is why it's \$50.00 this year.

No change | This needs to be removed by Fire Marshal on the next Code update per Heidi Scarpelli in 2019

Exhibit A

20.180.060 Planning Fees

Table 20.180.060

		2021 FEES	2022 FEES
Section	Activity		
1.	Address Changes	\$491.00	\$507.00
2.	Airport height combining district	\$700.00	\$723.00
3.	Appeals (to Hearing Examiner, Planning Commission, or City Council)		
A.	Filed by a recognized city neighborhood association	\$149.00	\$154.00
B.	Involving an individual single-family or duplex lot	\$689.00	\$712.00
C.	All other (see SEPA fees for SEPA procedural appeal fee)	\$1,969.00	\$2,034.00
4.	Archaeological Review		
A.	Pre-Determinations		
1.	Base Fee	\$641.00	\$662.00
2.	Plus fee per acre for each acre more than 5	\$108.00	\$112.00
B.	Surveys and other special studies	Cost Recovery ²	Cost Recovery ²
5.	Binding site plan		
A.	Conceptual – Requiring subsequent site plan review		
1.	Same as comparable short subdivision or subdivision	See short subdivision or subdivision	See short subdivision or subdivision
B.	Detailed – Not requiring subsequent site plan review		
1.	Same as comparable short subdivision or subdivision	See short subdivision or subdivision	See short subdivision or subdivision
2.	Plus one half (1/2) comparable site plan review	See site plan review	See site plan review
6.	Boundary Line Adjustments		
	Base fee	\$1,034.00	\$1,068.00

Exhibit A

	Plus fee per lot for each additional lot more than two	\$335.00	\$346.00
7.	Comprehensive Plan Amendments (includes rezone in conjunction with plan amendment)	\$13,588.00	\$14,036.00
8.	Conditional Use Permit		
A.	Intial (Community Centers, Group Meal Service, Shelters)	\$1,478.00	\$1,527.00
B.	Initial (All Others)	\$8,322.00	\$8,597.00
C.	Major Modification, Type III	\$1,478.00	\$1,527.00
D.	Minor Modification, Type I	\$335.00	\$346.00
9.	Continuance of Public Hearing		
A.	Initiated by applicant after public notice is mailed	\$1,969.00	\$2,034.00
B.	Resulting from inadequate information provided by the applicant. Does not apply in cases where new information is presented at the hearing by staff or other parties.	\$1,969.00	\$2,034.00
C.	Hearing Examiner Reconsideration Request	\$1,969.00	\$2,034.00
10.	Covenant Release - Full and Partial	\$8,763.00	\$9,052.00
11.	Critical Areas Permit		
A.	Single-family and duplex lots (Fee per Applicable Critical Area)		
1.	Fish and Wildlife Habitat Areas	\$1,478.00	\$1,527.00
2.	Frequently Flooded Areas	\$296.00	\$306.00
3.	Geologic Hazard Areas	\$296.00	\$306.00
4.	Wetland Areas	\$1,478.00	\$1,527.00
B.	All Others (Fee per Applicable Critical Area)		
1.	Fish and Wildlife Habitat Areas	\$2,955.00	\$3,053.00
2.	Frequently Flooded Areas	\$679.00	\$701.00

Exhibit A

3.	Geologic Hazard Areas	\$679.00	\$701.00
4.	Wetland Areas	\$2,955.00	\$3,053.00
C.	Minor Exception Request		
1.	Single-family and duplex lots	\$679.00	\$701.00
2.	All others	\$709.00	\$732.00
D.	Reasonable Use Request		
1.	Single-family and duplex lots	\$4,334.00	\$4,477.00
2.	All others	\$8,619.00	\$8,903.00
E.	Digitizing Critical Areas Geographic Information	Cost Recovery2	Cost Recovery2
12.	Design Review (Downtown)		
A.	Minor exterior reviews only	\$591.00	\$611.00
B.	All others, including new buildings	\$1,969.00	\$2,034.00
13.	Development Agreement		
A.	Initial	\$6,624.00	\$6,843.00
B.	Modification	\$3,037.00	\$3,137.00
C.	Extension	\$563.00	\$582.00
14.	Extension of Preliminary Approval	\$689.00	\$712.00
15.	Grading and Erosion Control Permit (includes plan check and inspection)		
A.	50 cubic yards or less and less than 1 foot in depth	No fee	No fee
B.	51 to 100 c.y. or greater than 1 foot in depth	\$129.00	\$133.00
C.	101 to 500 c.y.		
1.	Base fee	\$258.00	\$267.00
2.	Plus fee per 100 c.y. (or fraction thereof) above 500 c.y. (Note: Maxium total grading and erosion control fee shall be \$362.00)	\$17.00	\$18.00
D.	Fees resulting from work in progress without a permit	2 x regular fee	2 x regular fee
16.	Home Occupation		
A.	General	\$196.00	\$202.00

Exhibit A

B.	Penalty - When application is received after code enforcement action has been initiated.	2 x regular fee	2 x regular fee
17.	Impact Fee Deferral for Single Family Housing (administrative fee per lot)	\$618.00	\$638.00
18.	Joint use parking agreement	\$1,107.00	\$1,144.00
19.	Land Use Permit (Single family residential; sheds; decks; driveways; fences, etc.)	\$51.00	\$53.00
20.	Lot Determination		
A.	Base fee (1-2 lots)	\$2,158.00	\$2,229.00
B.	Plus per lot fee over 2	\$689.00	\$712.00
21.	Master Plan²		
A.	Conceptual (requiring subsequent site plan review)	\$7,655.00	\$7,908.00
B.	Detailed (not requiring subsequent site plan review)	\$7,655.00 plus ½ applicable site plan review fee	\$7,908.00 plus ½ applicable site plan review fee
C.	Hybrid (conceptual approval for overall site, plus partial detailed approval)	\$7,655.00 plus 1/2 applicable site plan review fee for area for which detailed approval is sought	\$7,908.00 plus 1/2 applicable site plan review fee for area for which detailed approval is sought
22.	Planned Development		
A.	Residential		
1.	Base fee	\$2,394.00	\$2,473.00
2.	Plus fee per unit	\$108.00	\$112.00
3.	Minimum: Maximum: Subdivision fee reduced by ½ when filed simultaneously.	Min - \$3,423.00 Max - \$15,479.00	Min - \$3,536.00 Max - \$15,990.00
B.	Non-Residential		

Exhibit A

1.	Base fee	\$2,363.00	\$2,441.00
2.	Plus fee per sq. ft. – ground floor	\$0.60	\$0.62
3.	Plus fee per sq. ft. – upper floors	\$0.27	\$0.28
4.	Minimum: Maximum:	Min - \$3,516.00 Max - \$23,140.00	Min - \$3,632.00 Max - \$23,904.00
C.	Mixed		
1.	Base fee	\$2,363.00	\$2,441.00
2.	Plus fee per sq. ft. – ground floor	\$0.60	\$0.62
3.	Plus fee per sq. ft. – upper floors	\$0.27	\$0.28
4.	Minimum: Maximum: No rezone fee. Subdivision reduced by ½ when filed simultaneously.	Min - \$3,516.00 Max - \$23,301.00	Min - \$3,632.00 - \$24,070.00 Max
23.	Planning Official Review		
A.	Temporary Use		
1.	Seasonal or special event	\$96.00	\$99.00
2.	Temporary sales office, model home, or unforeseen emergency	\$289.00	\$299.00
3.	Temporary Use in a Commercial or Industrial District	\$1,359.00	\$1,404.00
B.	Similar Use Determination or Other	\$1,359.00	\$1,404.00
24.	Plat Alteration	\$6,361.00	\$6,571.00
25.	Post-Decision Reviews		
A.	Post-decision review – Type I	\$335.00	\$346.00
B.	Post-decision review – Type II	\$943.00	\$974.00
C.	Post-decision review – Type III	\$1,478.00	\$1,527.00
26.	Pre-Application Conference Process		
A.	Pre-application conference request - Single-family and duplex lots	\$296.00	\$306.00
B.	Pre-application conference request - all others	\$1,044.00	\$1,078.00
C.	Pre-application waiver request	\$149.00	\$154.00
	Zoning Verification Letter		

Exhibit A

27.	(authorizes replacement of destroyed structure)	\$226.00	\$233.00
28.	Reporting (misc. application and permit information)	Cost Recovery2	Cost Recovery2
29.	SEPA Checklist (Environmental Review)		
A.	Grading Permit		
1.	Single-family and duplex lots	\$131.00	\$135.00
2.	All other		
	a. Base Fee	\$965.00	\$997.00
	b. Plus fee per acre of land disturbed by the project	\$17.00	\$18.00
B.	Subdivision or Planned Development		
	a. Base fee	\$788.00	\$814.00
	b. Plus fee per acre of land disturbed by the project	\$9.00	\$9.30
C.	Site Plan Review – Residential		
	a. Base fee per unit up to 5 units	\$196.00	\$202.00
	b. Plus fee per unit more than 5	\$19.00	\$20.00
D.	Non-Projects (including rezone and annual review applications)	\$2,166.00	\$2,237.00
E.	All other reviews		
	a. Base fee	\$1,576.00	\$1,628.00
	b. Plus fee per acre of land disturbed by the project	\$52.00	\$54.00
F.	SEPA Procedural Appeal (See "Appeals-All others" for substantive SEPA appeal fee)	\$128.00	\$132.00
G.	Environmental Impact Statement (EIS) Review	Cost Recovery2	Cost Recovery2
30.	Shoreline Permits		

Exhibit A

A.	Shoreline Substantial Development Permit	\$6,892.00	\$7,119.00
B.	Shoreline Conditional Use Permit	\$7,582.00	\$7,832.00
C.	Shoreline Variance Request	\$7,582.00	\$7,832.00
31.	Short Subdivisions		
A.	Preliminary (9 lots or fewer) Plats	\$6,696.00	\$6,917.00
B.	Final Plat Check	\$2,275.00	\$2,350.00
32.	Signs - all except sandwich board signs	\$335.00	\$346.00
33.	Site Plan Review (Type I)		
A.	Residential	\$289.00	\$299.00
B.	Non Residential	\$1,359.00	\$1,404.00
C.	Qualifying Planned Action	Same as Type II Site Plan Review Fees	Same as Type II Site Plan Review Fees
34.	Site Plan Review (Type II) – Residential		
A.	Base fee	\$1,703.00	\$1,759.00
B.	Plus fee per unit	\$118.00	\$122.00
C.	Maximum fee:	\$24,009.00	\$24,801.00
35.	Site Plan Review (Type II) - Non Residential		
A.	General Case		
1.	Base fee	\$4,627.00	\$4,780.00
2.	Plus fee per sq. ft. – ground floor	\$0.18	\$0.19
3.	Plus fee per sq. ft. – upper floors	\$0.08	\$0.09
B.	Commercial pad within a previously approved site plan that was not originally reviewed for the proposed specific use or structure	\$3,160.00	\$3,264.00
C.	Land-extensive uses such as a golf course	\$3,809.00	\$3,935.00
D.	Unoccupied commercial and utility structures	\$1,754.00	\$1,812.00

Exhibit A

36.	Special Valuation – Historic Preservation	\$500.00	\$517.00
37.	Subdivisions – Preliminary		
A.	2-9 Lots (not qualifying as a short subdivision)	\$7,080.00	\$7,314.00
B.	10-22 Lots	\$10,238.00	\$10,576.00
C.	23+ Lots		
1.	Base fee (for first 23 lots)	\$10,238.00	\$10,576.00
2.	Plus fee per lot (each lot more than 23)	\$256.00	\$264.00
D.	In conjunction with a planned development	1/2 regular fee	1/2 regular fee
38.	Subdivisions – Final Plat Check	\$5,156.00	\$5,326.00
39.	Tenant improvement (if exempt from site plan review)	\$96.00	\$99.00
40.	Tree plan review		
A.	Levels 1, 2, 4, 5	\$325.00	\$336.00
B.	Levels 3, 6, 7	\$108.00	\$112.00
41.	Variance (full fee for 1 variance; 1/2 cost for 2nd; \$0 for 3rd or more)		
A.	Type I		
1.	Single-family and duplex lots	\$679.00	\$701.00
2.	All other	\$709.00	\$732.00
B.	Type II		
1.	Single-family and duplex lots	\$2,139.00	\$2,210.00
2.	All other	\$5,154.00	\$5,324.00
42.	Zoning Certificates	\$739.00	\$763.00
43.	Zoning Map or Text Change (not involving comprehensive plan amendment)	\$8,877.00	\$9,170.00

1 Fees effective on January 1, **2021**, shall be further adjusted as provided for under VMC 20.180.050.

Exhibit A

2 Cost Recovery: Applicants or persons requesting reports will be required to sign an agreement that they will pay the actual cost of the work being performed. Actual costs will be calculated based on the salary and benefits of the employees performing work plus overhead at a rate of 30 percent.

3 Projects with approved master plans, which include preliminary stormwater and transportation plans, shall be entitled to a 30 percent reduction in the fee for stormwater and transportation plan review.

(Ord. M-4255 § 4, 2018; ACM dated 11/7/2018, CPI Increase; ACM dated 12/20/2017, CPI Increase; Ord. M-4205 § 1; ACM dated 11/23/2016, CPI Increase; Ord. M-4172 § 3, 2016; ACM dated 12/31/2015, CPI Increase; Ord. M-4097 § 2, 2014; ACM dated 1/1/2014, CPI Increase; Ord. M-4034 § 4, 2012; ACM dated 1/4/2012, CPI Increase; ACM dated 1/25/2011, CPI Increase; Ord. M-3959 § 5, 2010; Ord. M-3932 §§ 2, 3, 2009; Ord. M-3922 § 5, 2009; Ord. M-3895 § 3, 2008; Ord. M-3844 § 4, 2007; Ord. M-3840 § 5, 2007; Ord. M-3701 § 5, 2005; Ord. M-3692 § 10, 2005; Ord. M-3663 § 4, 2004; Ord. M-3643, 2004)

Exhibit A

Table 20.180.070 – Development Engineering Fees

Section	Engineering Activity	2021	2022
1.	Binding Site Plan (in addition to underlying site plan review fee)	See short plat or subdivision	See short plat or subdivision
A.	Conceptual – Requiring subsequent site plan review		
1.	Same as comparable short plat or subdivision	See short plat or subdivision	See short plat or subdivision
B.	Detailed – Not requiring subsequent site plan review		
1.	Same as comparable short plat or subdivision	See short plat or subdivision	See short plat or subdivision
2.	Plus same as comparable site plan review	See site plan	See site plan
2.	Conditional Use Permit		
A.	Stormwater plan review	\$ 992.00	\$ 1,025.00
B.	Transportation plan review	\$ 1,334.00	\$ 1,378.00
3.	Continuance of Public Hearing (applicant initiated)	\$ 566.00	\$ 585.00
4.	Drainage Projects (special)		
A.	Plan review fee	\$ 503.00	\$ 520.00
B.	Construction inspection fee	\$ 516.00	\$ 533.00
C.	Fees resulting from working without a permit	2 x Regular Fee	2 x Regular Fee
5.	Escrow Review and Administration		
A.	\$0 to \$10,000 (Final city approved escrow amount)		
1.	Base fee	\$ 336.00	\$ 347.00
2.	Plus percentage of final city approved escrow amount	1.50%	1.50%
B.	\$10,001 to \$100,000 (Final city approved escrow amount)		
1.	Base fee	\$ 674.00	\$ 696.00
2.	Plus percentage of final city approved escrow amount	1.00%	1.00%
C.	Greater than \$100,000 (Final city approved escrow amount)		
1.	Base fee	\$ 1,347.00	\$ 1,391.00
2.	Plus percentage of final city approved escrow amount	1.00%	1.00%
6.	Inspection Fees – Additional		
A.	Construction inspection after normal work hours ¹	Cost recovery ²	Cost recovery ²
B.	Construction re-inspection during normal work hours	Cost recovery ²	Cost recovery ²
7.	Plan Review, Final Engineering – Additional		
A.	Each additional review (beyond 3) for either stormwater or transportation	\$ 523.00	\$ 540.00
8.	Post Decision Review – Specifications		
A.	Change specifications prior to submittal	No fee	No fee
B.	Change specifications after first review	1/2 regular fee	1/2 regular fee
C.	Change specifications after final approval	Full regular fee	Full regular fee
9.	Right-of-way Permits		
A.	City of Vancouver		
1.	Base fee	\$ 135.00	\$ 139.00
	Plus fee per lineal foot of improvement		

Exhibit A

2.	(includes all frontage improvements and trenching in right-of-way)	\$ 2.42	\$ 2.50
B.	Clark County	Amount per Clark County Code (CCC) 13.12A as amended	Amount per Clark County Code (CCC) 13.12A as amended
C.	WSDOT	\$ 299.00	\$ 309.00
10.	Site Plans		
A.	Stormwater plan review (includes preliminary and final) ³		
1.	General Case:		
	a. Base fee:	\$ 1,495.00	\$ 1,544.00
	Plus charge per square foot of impervious area as follows (including roof area):		
	b. First 1.00 acre	\$ 0.04	\$ 0.04
	c. Next 1 to 5 acres	\$ 0.02	\$ 0.02
	d. Over 5 acres	\$ 0.004	\$ 0.004
2.	Unoccupied commercial and utility structures	\$ 484.00	\$ 500.00
3.	Tenant Improvements	\$ 101.00	\$ 104.00
B.	Transportation plan review (includes preliminary and final) ³		
1.	General case	\$ 3,818.00	\$ 3,944.00
2.	Unoccupied commercial and utility structures	\$ 1,586.00	\$ 1,638.00
3.	Tenant Improvements	\$ 140.00	\$ 145.00
C.	Construction inspection fees (stormwater and transportation)		
1.	Small projects (less than 1 acre of impervious surface)		
	a. Base Fee	\$ 957.00	\$ 989.00
	b. Plus charge per square foot of impervious surface	\$ 0.01	\$ 0.01
2.	Medium projects (1.0 to 4.99 acres of impervious surface)		
	a. Base Fee	\$ 1,913.00	\$ 1,976.00
	b. Plus charge per square foot of impervious surface	\$ 0.005	\$ 0.005
3.	Large projects (over 5 acres of impervious surface) -- \$10,000 maximum.		
	a. Base Fee	\$ 3,825.00	\$ 3,951.00
	b. Plus charge per square foot of impervious surface	\$ 0.002	\$ 0.002
4.	Unoccupied commercial and utility structures	\$ 319.00	\$ 330.00
5.	Tenant Improvements	\$ 101.00	\$ 104.00
11.	Short Subdivisions (2-9 lots)		
A.	Plan review fee (includes preliminary and final)		
1.	Stormwater	\$ 1,494.00	\$ 1,543.00
2.	Transportation	\$ 2,075.00	\$ 2,143.00
B.	Construction Inspection Fee		
1.	Stormwater	\$ 1,302.00	\$ 1,345.00
2.	Transportation	\$ 1,302.00	\$ 1,345.00
12.	Subdivision (2-9 lots, not qualifying as short subdivision)	Same as Subdivision	Same as Subdivision

Exhibit A

13.	Subdivision		
A.	Plan review fees		
1.	Stormwater		
	a. Base fee	\$ 1,347.00	\$ 1,391.00
	b. Plus per lot fee		
	1. less than 23 lots	\$ 57.00	\$ 59.00
	2. 23 or more lots	\$ 51.00	\$ 53.00
2.	Transportation		
	a. Base fee	\$ 2,989.00	\$ 3,088.00
	b. Plus per lot fee	\$ 72.00	\$ 74.00
B.	Construction inspection fees		
1.	Stormwater		
	a. Base fee	\$ 887.00	\$ 916.00
	b. Plus per lot fee	\$ 87.00	\$ 90.00
2.	Transportation		
	a. Base fee	\$ 2,796.00	\$ 2,888.00
	b. Plus per lot fee	\$ 26.00	\$ 27.00
14.	Street Modification – Transportation		
A.	Prior to public hearing or administrative decision		
1.	Administrative modification	\$ 188.00	\$ 194.00
2.	Technical (minor) modification	\$ 1,370.00	\$ 1,415.00
3.	Design (major) modification	\$ 2,720.00	\$ 2,810.00
B.	After public hearing or administrative decision		
1.	Administrative modification	\$ 188.00	\$ 194.00
2.	Technical (minor) modification	\$ 1,719.00	\$ 1,776.00
3.	Design (major) modification	\$ 3,077.00	\$ 3,179.00
C.	Appeal to Hearing Examiner	\$ 1,370.00	\$ 1,415.00
15.	Traffic Signal Plan Review and Inspection		
A.	Plan review fee	\$ 4,485.00	\$ 4,633.00
B.	Civil construction inspection fee	\$ 2,693.00	\$ 2,782.00
16.	Transportation Concurrency Review		
A.	Concurrency certificate request evaluation (preliminary scoping)	\$ 188.00	\$ 194.00
B.	Traffic study review	\$ 374.00	\$ 386.00
C.	Model maintenance fee per trip (peak hour); \$1,500 maximum.	\$ 57.00	\$ 59.00
17.	Variance (all cases)		
A.	Stormwater	\$ 748.00	\$ 773.00
B.	Transportation	\$ 1,037.00	\$ 1,071.00
18.	Right-of-Way Use Permit Fees		
A.	Type A Application Fee Short Term Permit	\$ 31.00	\$ 32.00
B.	Type B Encroachment Permit Fee	\$ 31.00	\$ 32.00
C.	Type C Use Fee Temporary Useand Occupation Permit	\$ 31.00	\$ 32.00
D.	Type D Long-Term ROW Use and Occupation Permit	\$ 539.00	\$ 577.00
E.	Type E Material Encroachment Permit	\$ 2,234.00	\$ 2,308.00

1 Costs for construction inspection services scheduled after normal business hours solely for the convenience of the contractor (i.e., not resulting from delays caused by the city) shall be reimbursed to the city on a cost recovery basis(see Note2).

2 Cost recovery. Contractor will be required to sign an agreement that they will pay actual costs of the inspection. Actual costs will be salary and benefits for employees performing work plus overhead at the rate of 30%. The contractor will be sent an itemized billing.

Exhibit A

3 Projects with approved master plans, which include preliminary stormwater and transportation plans, shall be entitled to a 30 percent reduction in the fee for stormwater and transportation plan review.

(ACM dated 11/7/2018, CPI Increase; Ord. M-4223 § 4, 2017; ACM dated 12/20/2017, CPI Increase; ACM dated 11/23/2016, CPI Increase; ACM dated 12/31/2015, CPI Increase; Ord. M-4097 § 3, 2014; ACM dated 1/1/2014, CPI Increase; Ord. M-4034 § 5, 2012; Ord. M-4016 § 3, 2012; ACM dated 1/4/2012, CPI Increase; ACM dated 1/1/2011, CPI Increase; Ord. M-3959 § 6, 2010; Ord. M-3932 § 4, 2009; Ord. M-3922 § 6, 2009; Ord. M-3895 § 4, 2008; Ord. M-3769 § 1; Ord. M-3643, 2004)

Commercial Corridors Strategy – Evergreen and Grand Boulevards



February 28, 2022
City Council Public Hearing

Bryan Snodgrass, Principal Planner, Community
Development Department

Presentation Overview and Purpose

- Review proposed Evergreen and Grand Commercial Corridors Strategy document and process
- Council questions, public testimony, deliberations and decision on adoption of proposed Strategy document
- Development of implementation standards to follow adoption. Public hearings anticipated in summer or fall 2022.

Process to date

- Council workshops December 2019, May and September 2020, March and September 2021, and January 2022.
- Planning Commission memorandum April 2020, workshops June 2020 and February and September 2021, and public hearing December 14, 2021
- Community in-person open house February 2020. Virtual open houses August 2020, February and October 2021
- Ongoing digital outreach and individual contacts

Evergreen and Grand Study Area



Community Input

February 13, 2020 in-person open house and online survey:

- Concerns about out-of-character development, poor appearance/disrepair of the public realm and existing buildings.
- Desire for more local eating/drinking establishments, small-scale retail, and neighborhood-serving amenities and services.



Community Input

August 26 and 27, 2020 virtual open houses:

- General agreement on vision/goals
- Specific concerns about existing buildings condition, traffic speeds on Grand, and general public safety.
- Desires for multi-modal upgrades on Evergreen, traffic calming on Grand, and community gathering spaces including local grocery and/or farmers market.
- Expressed need adequate parking for retail and residential development, and desire to continue existing character, and provide connections and wayfinding to other areas.

Community Input

February 4, 2021, virtual meeting:

- Support for improved streetscape with wider sidewalks, greenery, and trees, and more public amenities and gathering spaces.
- Support for local businesses rather than chains through funding assistance and incentives.
- Concerns about maintaining affordability and avoiding displacement- both commercial and residential.
- Support of economic diversity and range of housing types.
- Concerns about higher density development being out of scale and character. Support for adequate parking to avoid neighborhood spillover.
- At BRT hub, support for local grocer. On Evergreen Blvd, support for ground floor commercial, and concerns about building heights beyond 3-4 stories.

Community Input

October 21, 2021, virtual meeting:

- Desire for small scale commercial, retail, service- oriented neighborhood development, and traffic calming measures on Grand.
- A suggestion to create Grand-Gillis road couplet of two one-way streets .
- Concerns about parking spillover into surrounding neighborhoods
- Concerns that the bowling alley property should be redeveloped and not site empty, and that mixed use requirements along Evergreen should not be relaxed to no longer require first floor commercial uses.
- Procedural concern that zoning standards should be adopted alongside Strategy.

Vision, Goals, & Objectives

VISION

Promote equitable and diverse corridor development that is vibrant, sustainable, and mixed-use.

Foster development that recognizes and builds upon the neighborhood's unique setting, history, culture, and character.



GOALS

LAND USE. Strengthen current businesses while providing an appropriate mix of commercial and residential uses.

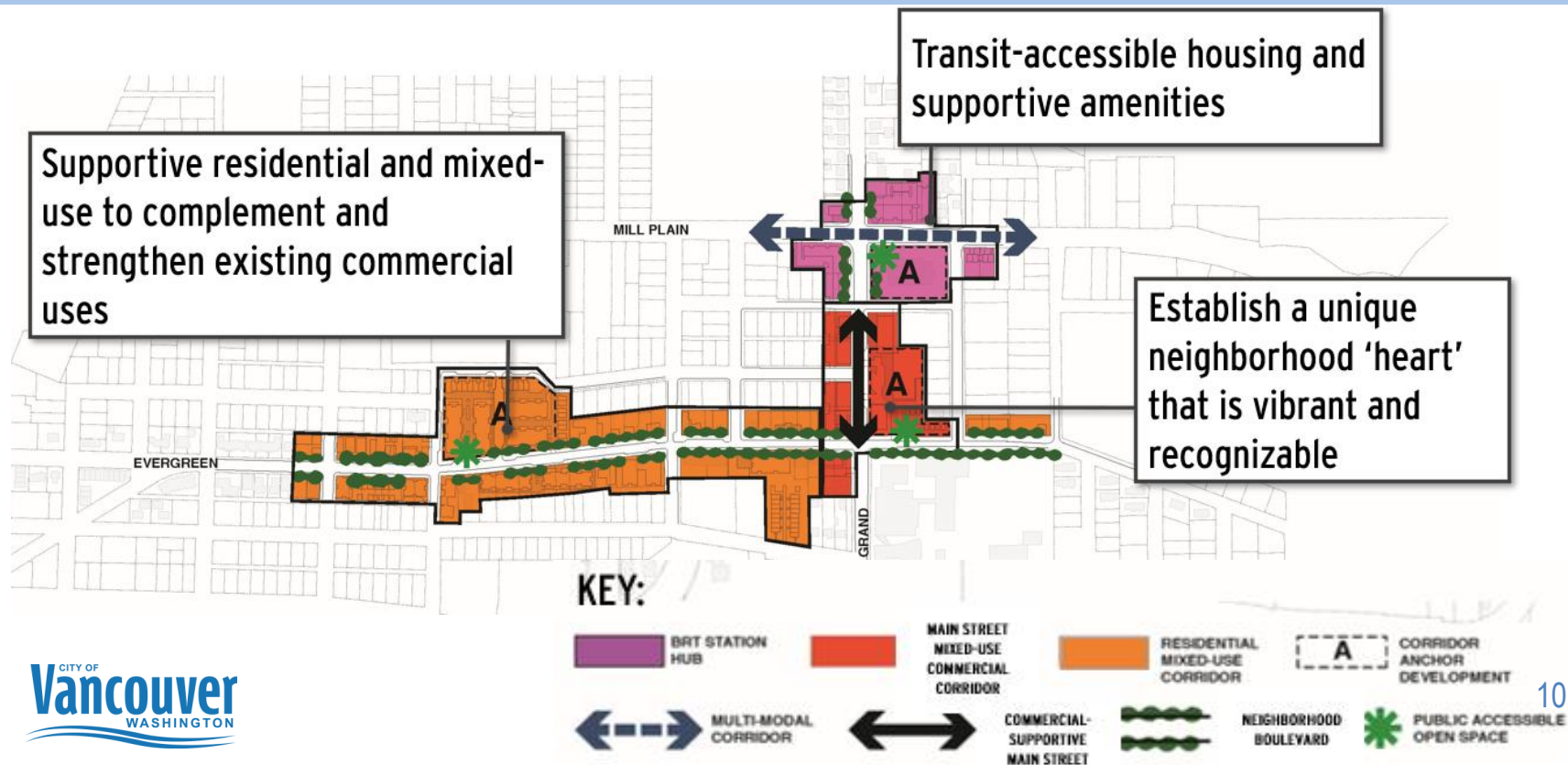
MOBILITY. Establish a balanced multi-modal network of motor vehicle, transit, walking, and biking routes through the corridors.

PARKING. Provide adequate parking to serve existing uses and future development.

URBAN DESIGN. Create public and private spaces that are inclusive, integrated, and contribute positively to the livability of the corridor.

ECONOMIC DEVELOPMENT. Provide ample opportunities for small-scale, locally-owned business to thrive.

Corridor Vision Concepts – Three Subdistricts

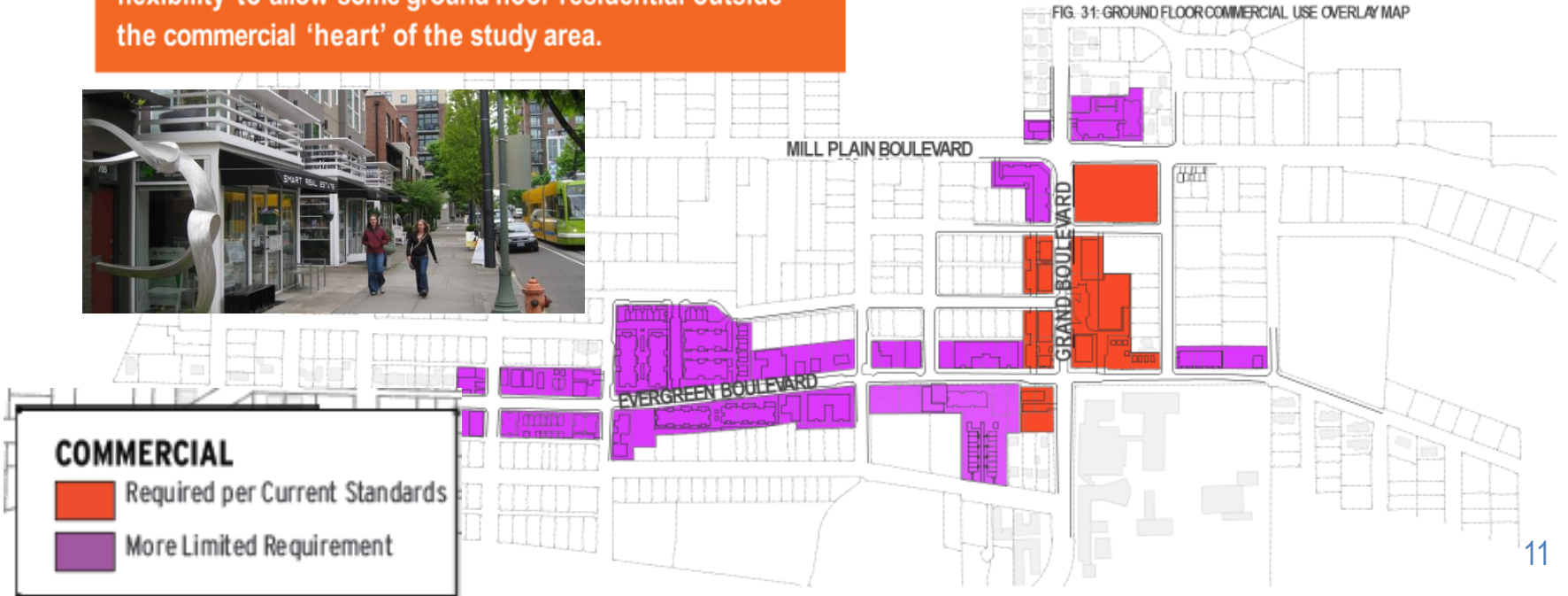


Recommendation – Ground Floor Commercial

Continue to require ground floor commercial in the Grand Boulevard Commercial Mixed-Use Corridor, and provide flexibility to allow some ground floor residential outside the commercial 'heart' of the study area.

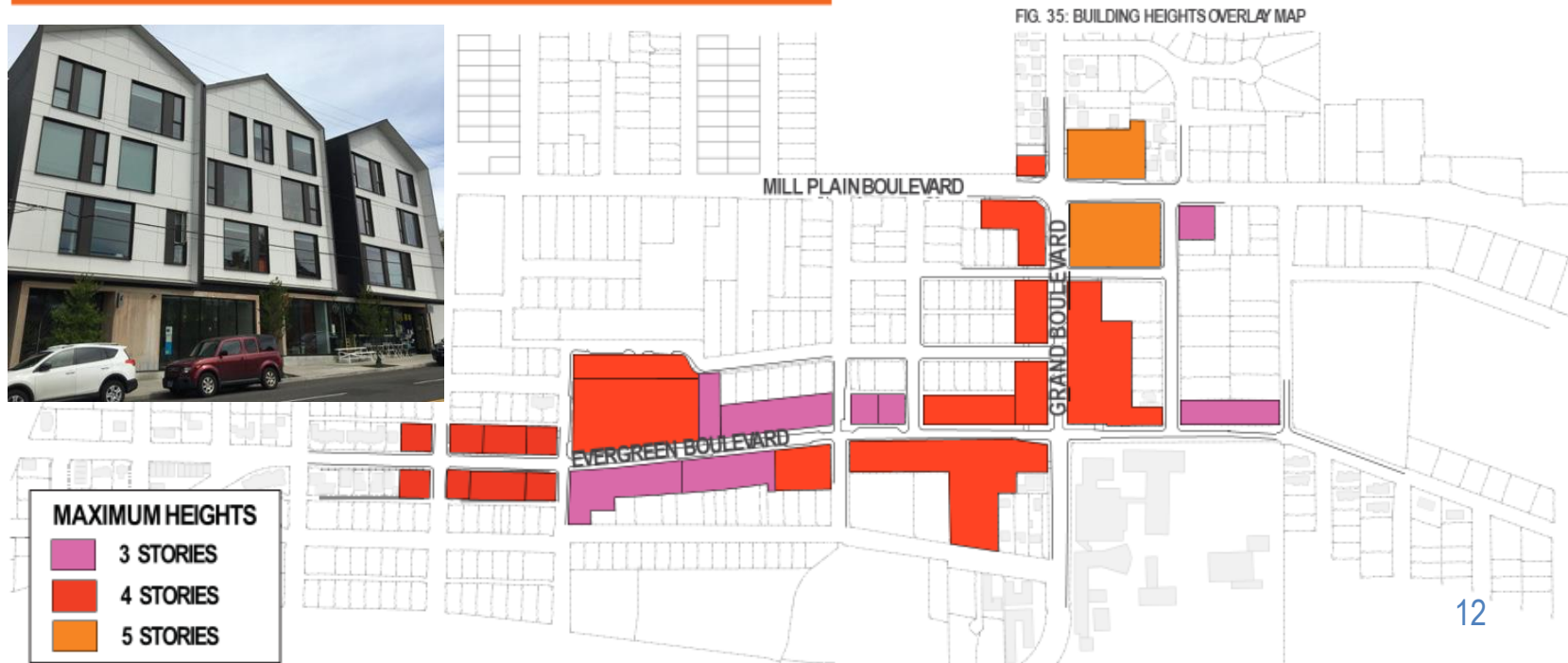


FIG. 31: GROUND FLOOR COMMERCIAL USE OVERLAY MAP



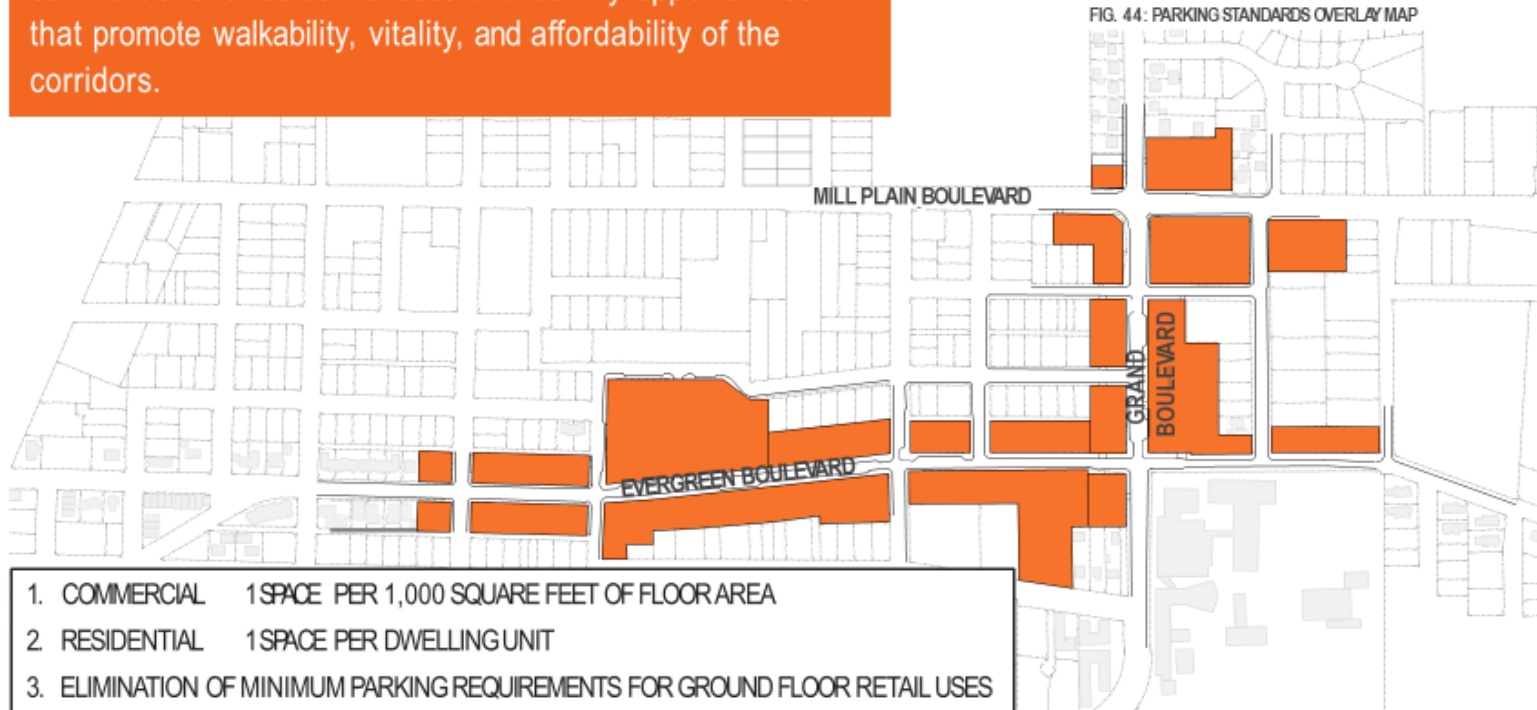
Recommendation – Building Heights

Tailor maximum building heights to align with the corridor vision concepts for the study area.



Recommendation – Parking

Adapt minimum off-street parking requirements that support commercial and residential uses and identify opportunities that promote walkability, vitality, and affordability of the corridors.

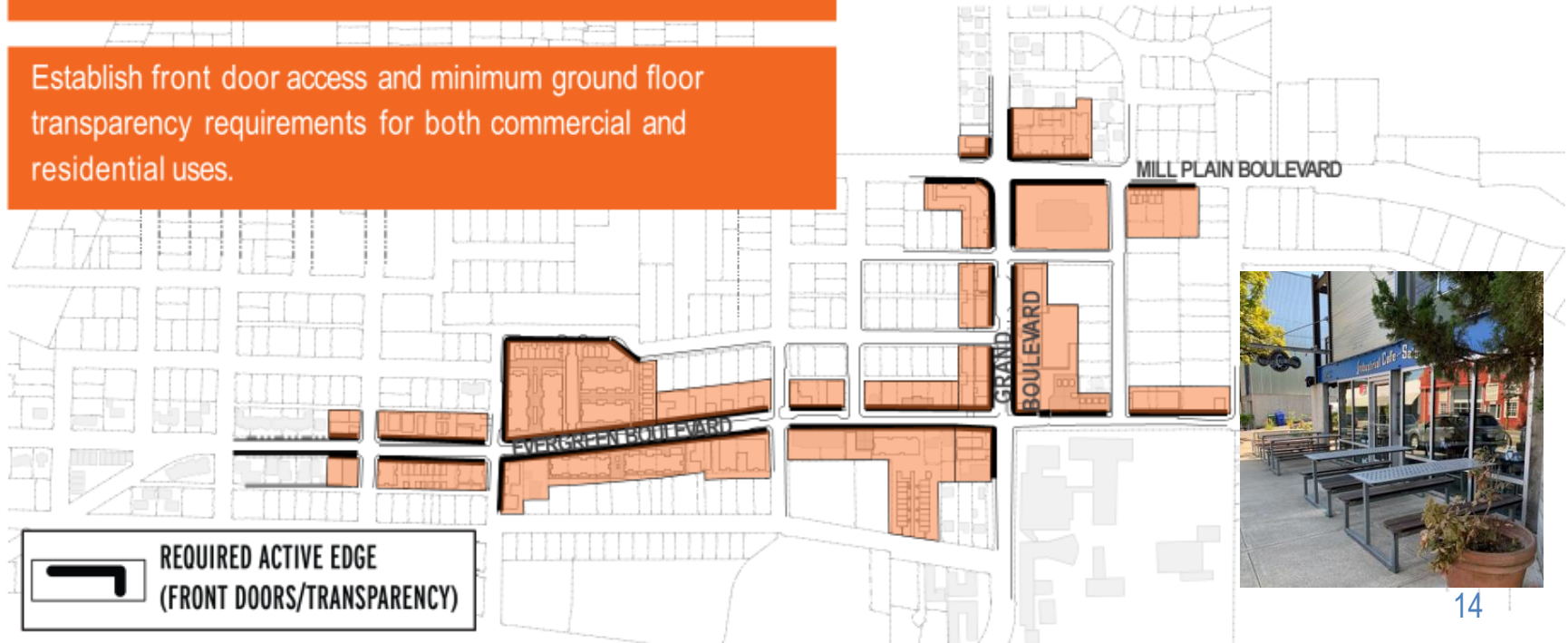


Recommendation – Active Edge

Require a maximum front setback of 0-5 feet at the ground floor only regardless of building height.

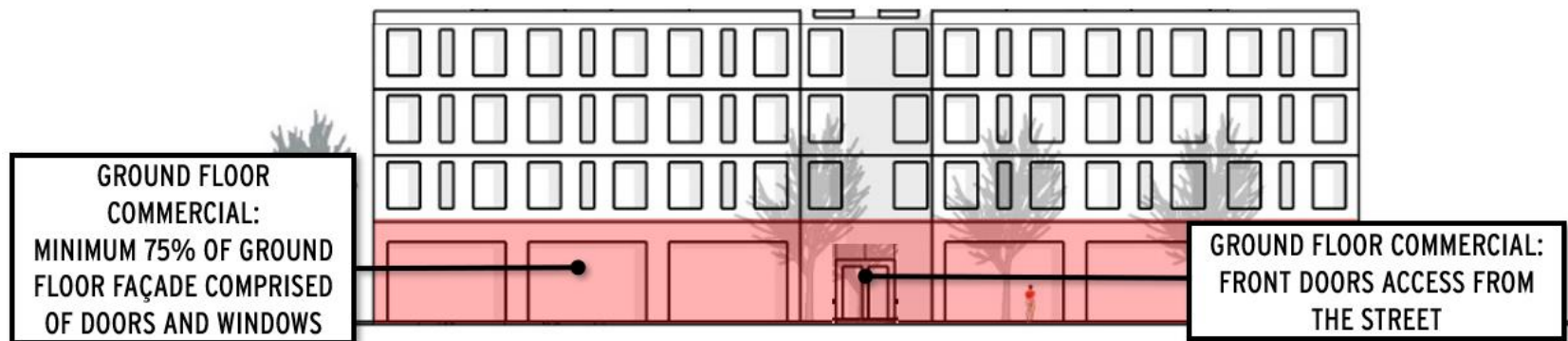
Establish front door access and minimum ground floor transparency requirements for both commercial and residential uses.

FIG. 45: 'ACTIVE EDGE' DEVELOPMENT STANDARDS OVERLAY MAP



Active Edge Development Standards

COMMERCIAL ACTIVE EDGE



Active Edge Development Standards

RESIDENTIAL ACTIVE EDGE



Other Regulatory Recommendations

- Prohibit *new* uses potentially inconsistent with corridor visions, such as big-box retail; motor vehicle repair, sales and rental; gas stations; self-storage; and drive-thru establishments. Existing uses can be maintained.
- Adopt standards that support activating vacant and underutilized spaces.
- Develop regulations that provide additional access enhancements in the BRT Hub corridor area that take into consideration first/last mile solutions and universal design best practices.
- Allow for non-mixed-use housing types on smaller parcels, where appropriate.
- Explore providing flexibility for nonconforming uses, such as existing small businesses, adaptively reused single-family homes fronting the corridors, etc.

Other Regulatory Recommendations (cont.)

- Consider disincentivizing chains and capping commercial business sizes to accommodate small-scale retail and maintain the fine-grained development pattern of the corridors
- Explore allowances for interim/temporary uses such as food cart pods.
- Create standards for ground floor residential to ensure street front activation and interest.
- Develop design guidelines bolstering local identity and street activation that considers development affordability
- Encourage streetscape improvements in all redevelopment projects.

Other Implementation Recommendations

- Create a business district organization to support art, events, and other placemaking
- Extend the Multi-Family Tax Exemption (MFTE) program calibrated to implement the vision and goals for the corridors and add workforce housing
- Attract and retain neighborhood-serving businesses
- Establish a storefront improvement program to support existing businesses
- Establish a signage and placemaking program along Grand Boulevard and in the BRT Hub
- Identify opportunities to support houseless communities and promote community safety

Other Implementation Recommendations (cont.)

- Explore strategies to maintain economic diversity and housing affordability, especially for low- and moderate-income households
- Consider height bonuses in exchange for attainably priced workforce housing units
- Improve connectivity to nearby destinations such as downtown Vancouver, the Fort Vancouver National Historic Site, and the Pearson Field Airport as an economic development strategy.
- Leverage environmental remediation funding opportunities as an incentive to develop eligible sites

Transportation Recommendations

Inform Vancouver Moves, the citywide Transportation System Plan (TSP) update that is currently underway, as follows:

- **Overall:** Create a cohesive, safe, walkable, and multimodal environment. Increase signage, consider integrating stormwater and other sustainability best practices. Explore Demand Management strategies. Determine appropriate access management.
- **Grand Boulevard:** Transform the street into a multimodal corridor. Reduce speed limits and implement traffic calming. Add on-street parking. Allow parking space alternatives such as outdoor seating, or bike parking and other placemaking, temporarily or permanently.

Transportation Recommendations (cont.)

- **Evergreen Boulevard:** Update street standards through TSP implementation; Widen sidewalks, increase street trees and other landscaping, add street furniture, lighting, and other features. Considering enhanced pedestrian crossing at V Street intersection.
- **Mill Plain/Grand Intersection BRT Hub:** Design transportation infrastructure and streetscape improvements to facilitate multi-modal access to transit for people of all abilities around the future BRT station platforms.

Next Steps

- Spring and summer 2022 - Draft implementing standards for community, Planning Commission and City Council consideration.
- Summer or fall 2022 - Adoption hearings for zoning text changes

Questions and Discussion

VANCOUVER
CITY HALL

Bryan Snodgrass, Principal Planner,
bryan.snodgrass@cityofvancouver.us

Becky Coutinho, Associate Planner
Becky.Coutinho@cityofvancouver.us



www.cityofvancouver.us/ced/page/commercial-corridors-strategy



Staff Report 021-22

TO: Mayor and City Council

FROM: Eric Holmes, City Manager

DATE: 2/28/2022

SUBJECT Evergreen and Grand Commercial Corridors Strategy

Key Points

- Strategy document proposed for adoption, with implementing standards to follow later in 2022.
- The Planning Commission voted unanimously to approve the Strategy on December 14, 2021, with two persons testifying with requests to allow building heights higher than 50 feet at the Crossley Lanes bowling alley site.
- A City Council workshop was held on January 24, 2022

Strategic Plan Alignment

Goal 8: Strengthen commercial, retail and community districts throughout the city.

Goal 8, Objective 8.2: Strengthen neighborhood business districts.

Present Situation

Adopt Evergreen and Grand Commercial Corridors Strategy, a 46-page document with policy direction for properties located along lower Grand Boulevard and Evergreen Boulevard. The Strategy identifies three subdistricts, a Bus Rapid Transit (BRT) hub surrounding the intersection of Grand and Mill Plain Boulevards; a commercial and mixed-use corridor directly south alongside Grand Boulevard, and a residential and mixed-use corridor along Evergreen Boulevard. Specific land use policy direction is provided in the following areas:

- Mixed-use commercial and residential building requirements. The current standard requiring first floor non-residential uses is recommended to be maintained along Grand Boulevard, with additional flexibility recommended along Evergreen Boulevard and the BRT hub, to be determined at the implementation stage
- Building heights. The current 50 foot maximum is proposed to be modulated, increased heights up to five stories allowed on the west side of the BRT hub, four stories allowed on

most of Grand and Evergreen Boulevards, and a three story limit on other portions of Evergreen.

- Minimum Parking. One space is proposed to be required per 1,000 feet of commercial floor area. No minimum is proposed for ground floor retail in mixed-use buildings. One space is proposed per residential dwelling unit.
- Active edges are required along street fronts.

A series of other high level regulatory and non-regulatory measures are proposed related to land use and transportation. See Attachment A.

Community outreach occurred through one in-person and three virtual community meetings, direct communications with individual stakeholders, the project website, surveys and communication through the City of Vancouver Be Heard page, City social media and newsletters, and direct mailings to residents, businesses and property owners in the area. Appendix A of the Strategy Document summarizes outreach, community input, and associated changes made in response.

A final virtual community workshop was held on October 21, 2022, at which participants expressed a desire for small scale commercial, retail, service-oriented neighborhood development, and traffic calming measures on Grand Boulevard. One person suggested creating a Grand-Gillis road couplet of two one-way streets. Concerns were also voiced about parking spillover into surrounding neighborhoods, and that mixed-use requirements along Evergreen should not be eliminated as proposed to no longer require first floor commercial uses. In response to the last concern about Evergreen Boulevard mixed-use development, staff subsequently adjusted the proposed Strategy to indicate that mixed-use requirements on Evergreen should be relaxed rather than eliminated, with details to be determined when implementing standards are developed in spring or summer 2022. No change to existing mixed-use requirements is recommended along the commercial core of the project area on Grand Boulevard.

Advantage(s)

Adopts Evergreen and Grand Commercial Corridors Strategy document, to guide future updates to development standards that support the Strategy vision and maximize area potential.

Disadvantage(s)

None known

Budget Impact

No direct impacts of adopting Strategy documents, but several implementation impacts related to resources and staffing to support forthcoming code updates, transportation investments, and programmatic recommendations.

Prior Council Review

Workshops on September 14, 2020, March 8, 2021, September 20, 2021 and January 24, 2022.

Action Requested

On Monday, February 28, 2022, subject to second reading and public hearing, approve the ordinance.

Bryan Snodgrass, Principal Planner, 360-487-7946

ATTACHMENTS:

- ▣ Attachment A - Implementation Recommendations
- ▣ Ordinance
- ▣ Linked Documents for Evergreen and Grand Commercial Corridors Strategy
- ▣ Presentation

ATTACHMENT A: IMPLEMENTATION RECOMMENDATIONS

Regulatory

- Prohibit new uses potentially inconsistent with corridor visions, such as big-box retail; motor vehicle repair, sales and rental; gas stations; self-storage; and drive-thru establishments. Existing uses can be maintained.
- Adopt standards that support activating vacant and underutilized spaces.
- Develop regulations that provide additional access enhancements in the BRT Hub corridor area that take into consideration first/last mile solutions and universal design best practices.
- Allow for non-mixed-use housing types on smaller parcels, where appropriate.
- Explore providing flexibility for nonconforming uses, such as existing small businesses, adaptively reused single-family homes fronting the corridors, etc.
- Consider disincentivizing chains and capping commercial business sizes to accommodate small-scale retail and maintain the fine-grained development pattern of the corridors
- Explore allowances for interim/temporary uses such as food cart pods.
- Create standards for ground floor residential to ensure streetfront activation and interest.
- Develop design guidelines bolstering local identity and street activation that considers development affordability
- Encourage streetscape improvements in all redevelopment projects.

Non-Regulatory

- Create a business district to support art, events, and other placemaking
- Extend the Multi-Family Tax Exemption (MFTE) program calibrated to implement the vision and goals for the corridors and add workforce housing
- Attract and retain neighborhood-serving businesses
- Establish a storefront improvement program to support existing businesses
- Establish a signage and placemaking program along Grand Boulevard and in the BRT Hub
- Identify opportunities to support houseless communities and promote community safety
- Explore strategies to maintain economic diversity and housing affordability, especially for low- and moderate-income households
- Consider height bonuses in exchange for attainably priced workforce housing units
- Improve connectivity to nearby destinations such as downtown Vancouver, the Fort Vancouver National Historic Site, and the Pearson Field Airport as an economic development strategy.
- Leverage environmental remediation funding opportunities as an incentive to develop eligible sites

Transportation

Through the Vancouver Moves project, inform the upcoming citywide Transportation System Plan (TSP) update as follows:

- Overall: Create a cohesive, safe, walkable, and multimodal environment. Increase signage, consider integrating stormwater and other sustainability best practices. Explore Demand Management strategies. Determine appropriate access management.
- Grand Boulevard: Reduce speed limits and implement traffic calming. Add on-street parking. Allow parking space alternatives such as outdoor seating, or bike parking and other placemaking, temporarily or permanently.
- Evergreen Boulevard: Update street standards through TSP implementation; Widen sidewalks, increase street trees and other landscaping, add street furniture, lighting, and other features. Considering enhanced pedestrian crossing at V Street intersection.
- Mill Plain/Grand Intersection BRT Hub: Design transportation infrastructure and streetscape improvements to facilitate multi-modal access to transit for people of all abilities around the future BRT station platforms.

ATTACHMENT B: ORDINANCE

02/14/22

02/28/22

ORDINANCE NO. M_____

AN ORDINANCE relating to Comprehensive Plan and Zoning for the City of Vancouver and Vancouver Municipal Code (VMC) Title 20; adopting the Evergreen and Grand Commercial Corridors Strategy document, intended to guide future zoning code text changes and other land use, community development and transportation implementation; providing for severability; and establishing an effective date.

WHEREAS, pursuant to the Growth Management Act the City Council has adopted a Comprehensive Plan for the City of Vancouver (Ordinance M-3994), and Title 20 zoning standards (last amended through Ordinance M-4034); and

WHEREAS, the Vancouver Planning Commission reviewed the proposed Evergreen and Grand Commercial Corridors Strategy at duly advertised work sessions on June 9, 2020; February 23, 2021; August 10, 2021; and October 12, 2021. The Planning Commission held a duly advertised public hearing on December 14, 2021, and at that hearing voted unanimously to recommend that the City Council adopt the Strategy document described herein; and

WHEREAS, the City Council held duly advertised workshops September 14, 2020, March 8, 2021; September 20, 2021; and January 24, 2022. The City Council conducted a duly advertised first reading of the proposed ordinance on February 14, 2022, and a public hearing on February 28, 2022, following which the Council agrees with the Planning Commission recommendation; and

WHEREAS, community outreach was conducted through a February 13, 2020 in-person open house, followed by virtual community open houses on August 26 and 27, 2020; February 4,

2021; and October 21, 2021; and

WHEREAS, the City Council finds and concludes that the proposed Strategy document is consistent with the policies and provisions of the Comprehensive Plan that encourage orderly development within the community and the Growth Management Act pursuant to the requirements of Chapter 36.70A. RCW; and

NOW, THEREFORE,

BE IT ORDAINED BY THE CITY OF VANCOUVER:

Section 1. Findings and Conclusions. The Planning Commission findings and conclusions as set forth in the staff report for the December 14, 2021 public hearing is hereby adopted as the City Council's findings of fact; and

Section 2. Adoption of Strategy document. The Evergreen and Grand Commercial Corridors Strategy is adopted, with the intent to guide future zoning code text changes and other land use, community development and transportation implementation measures.

Section 3. Severability. If any clause, sentence, paragraph, section, or part of this ordinance or the application thereof to any person or circumstances shall be adjudged by any court of competent jurisdiction to be invalid, such order or judgment shall be confined in its operation to the controversy in which it was rendered and shall not affect or invalidate the remainder of any parts thereof to any other person or circumstances and to this end the provisions of each clause, sentence, paragraph, section or part of this law are hereby declared to be severable.

Section 5. Effective Date. This ordinance shall go into effect 30 days after adoption.

Section 6. Instruction to City Clerk. The City Clerk shall transmit a copy of the revised development code to the Washington Department of Commerce.

Read First Time:

Ayes: Councilmembers

Nays: Councilmembers

Absent: Councilmembers

Read Second Time:

PASSED BY THE FOLLOWING VOTE:

Ayes: Councilmembers

Nays: Councilmembers

Absent: Councilmembers

SIGNED this _____ day of _____, 2022

Anne McEnery-Ogle, Mayor

Attest:

Natasha Ramras, City Clerk

Approved as to form:

Jonathon Young, City Attorney

SUMMARY

ORDINANCE - 3

ORDINANCE NO. M_____

AN ORDINANCE relating to Comprehensive Plan and Zoning for the City of Vancouver and Vancouver Municipal Code (VMC) Title 20; adopting the Evergreen and Grand Commercial Corridors Strategy document, intended to guide future zoning code text changes and other land use, community development and transportation implementation; providing for severability; and establishing an effective date.

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

Attachment C – Links to Strategy Plan Documents and Background Material

- [Proposed Evergreen and Grand Commercial Corridors Strategy document](#)
- [Proposed Evergreen and Grand Commercial Corridors Strategy document appendices](#)
- [Project website](#)
- [January 24, 2022 City Council workshop materials](#)
- [December 14, 2021 Planning Commission materials, including those related to Evergreen and Grand](#)