February 3, 2020 - City Council Meeting Minutes

WORKSHOPS

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

4:00-6:00 p.m. A Stronger Vancouver: Finalize Capital Package; Programs and Services Package

This workshop was held in the Aspen Room (1st floor) at City Hall and will be available to view live on www.cvtv.org and CVTV cable channels 23 / 323.

Mayor McEnerny-Ogle was absent. Mayor Pro Tem Glover presided.

Summary
Council continued its discussion regarding capital investments and programs and services proposed to be included in the Stronger Vancouver package and provided feedback related to funding for economic development infrastructure, homelessness services and capital investments, funding sources to support additional EMS rescue units, problem-oriented policing, district plan implementation, and the Culture, Arts, and Heritage program. Council will continue this discussion at its February 10, 2020, work session.

COUNCIL DINNER/ADMINISTRATIVE UPDATES (6 PM)

COUNCIL REGULAR MEETING

Pledge of Allegiance

Call to Order and Roll Call

The regular meeting of the Vancouver City Council was called to order at 6:32 p.m. by Mayor Pro Tem Glover in the Council Chambers of City Hall, 415 W. 6th Street, Vancouver, Washington.

Present: Councilmembers Fox, Paulsen, Lebowsky, Glover, Stober, Hansen

Absent: Mayor McEnerny-Ogle

Motion by Councilmember Hansen, seconded by Councilmember Lebowsky, and carried unanimously to excuse Mayor McEnerny-Ogle.

Citizen Communication (Items 1-9)

Mayor Pro Tem Glover opened Citizen Communication and received the following testimony:

- Jill Friedman, Vancouver, spoke regarding items 2 and 7 of the Consent Agenda and urged the City to ensure only investments in green infrastructure are allowed for any capital projects the City is a part of, requested more information regarding how the Vancouver Police Department would be using the JAG grant funds under Item 5, and spoke in opposition to the use of offender work crews under Item 3.

There being no further testimony, Mayor Pro Tem Glover closed Citizen Communication.

Consent Agenda (Items 1-9)

Council requested Items 2 and 8 be pulled from the Consent Agenda for separate consideration, as discussed below.

Motion by Councilmember Stober, seconded by Councilmember Hansen, and carried unanimously to approve items 1, 3-7 and 9 of the Consent Agenda.

1. Bid Award for Tractor-Drawn Aerial Ladder Truck, Parts, Ladders, and Loose Equipment

Staff Report 012-20

Summary

Vancouver Fire Department's 1998 aerial ladder truck is due for replacement. This vehicle was previously refurbished in 2009.. In addition, to the need for a new aerial ladder truck Vancouver Fire has an ongoing need for associated parts, ladders, and loose equipment to maintain the existing fleet. To address both issues the City issued a request for proposal for the purchase of a new Tractor-Drawn Aerial Ladder Truck and the purchase of parts, ladders and loose equipment to be purchased on an as-needed basis.

On December 4, 2019, the City of Vancouver received one response to the

Request for Proposal for the purchase of a Tractor Drawn Aerial, associated parts, ladders, and loose equipment. After review of the proposal it was determined that Cascade Fire and Safety of Yakima, Washington, best met the requirements as outlined in the Request for Proposal. Because this was a request for proposal other factors beyond the price were factors in the selection.

SUMMARY OF BIDS		
BIDDER	*AMOUNT*	*PARTS DISCOUNT*
Cascade Fire and Safety Equipment	*$1,513,138.26*	*20-25%*

Request: Award bid and authorize the City Manager or designee to execute a contract for the purchase of a tractor-drawn aerial ladder truck to the responsive bidder, Cascade Fire and Safety, at a cost not to exceed $1,513,138.26 including Washington State sales tax for the tractor-drawn aerial ladder truck, and take any legal action necessary to enforce the terms of such contract; and authorize the City Manager or designee to approve purchases of associated parts, equipment and ladders on an as-needed basis to exceed $300,000 as allowed by budget.

Doug Koellermeier, Deputy Fire Chief, 487-7218; Dan Zenger Equipment Services Superintendent, 487-8205

Motion approved the request.

2. **Approval of an Interlocal Agreement, with Clark Public Utilities (CPU) for Overhead Electric Line Relocation associated with the Mill Plain Boulevard – 104th Avenue to Chkalov Drive project. (Project #PRJ071223)**

Staff Report 013-20

Summary

The City and Clark Public Utilities (CPU) have been working cooperatively to complete the Mill Plain Boulevard – 104th Avenue to Chkalov Drive project. Relocation is required for CPU facilities. When CPU has facilities located within the right-of-way, CPU is responsible for the cost of relocation to accommodate roadway reconstruction. When the facilities are located in CPU easements, CPU can require reimbursement for the relocation of the facilities. An Interlocal Agreement must be executed to enable the City to reimburse CPU for these costs.

Request: Authorize the City Manager or designee to sign an Interlocal

Agreement with Clark Public Utilities for reimbursement of expenses for Overhead Electric Line Relocation – E Mill Plain Boulevard Road Project, currently estimate to be $71,658.38 which includes sales tax.

Jeff Schmidt, PE, Senior Civil Engineer, 487-7709

Councilmember Hansen recused himself, as he is employed by Clark Public Utilities.

Motion by Councilmember Stober, seconded by Councilmember Lebowksy, and carried unanimously to approve Item 2. Councilmember Hansen recused.

3. Interagency Agreement between Washington State Department of Natural Resources (DNR) and City of Vancouver allowing for landscape maintenance services by the Larch Corrections Center offender work crews to be performed at the City's Westside and Marine Park Wastewater Treatment Plants

Staff Report 014-20

Summary
Under the recently expired Interagency Agreement between the City and DNR, the wastewater treatment operations contractor, Jacobs, maintained coordination with DNR's project manager for ongoing landscaping services on the treatment plant grounds on an as-needed basis in order to maintain aesthetic quality, safe working areas, and vector control. The work typically included grass mowing, weed removal, tree / plant trimming, and pressure washing of sidewalks and parking lots.

The previously successful coordination effort and service provision will continue with the approval of this proposed agreement.

Request: Authorize the City Manager or his designee to execute Interagency Agreement No. 93-100254 with Department of Natural Resources.

Frank Dick, Wastewater Engineering Supervisor, 487-7179

Motion approved the request.

4. Interlocal Agreement with the State of Washington, Office of Financial Management, for acceptance of Census 2020 outreach and engagement funds

Summary

<u>Census 2020 Complete Count Committee.</u> In an effort to make sure that everyone in our region gets counted, the City of Vancouver and Clark County formed a Complete Count Committee. The Committee has been meeting bi-monthly since July 2019.
Serving on the committee are representatives from more than 70 local community organizations who are working together to spread awareness about the census to residents throughout the region with an emphasis on reaching undercounted communities. Committee members have developed outreach plans tailored to reach their target audiences, all with the overarching goal of:

- *Increasing understanding about the importance of the census*
- *Providing information on what to expect and how to participate*
- *Motivating response to the census*

<u>Funding Opportunity.</u> Recognizing the need for a complete count of all Washingtonians during the 2020 Census, the Washington Legislature appropriated to the Office of Financial Management (OFM) money and a directive that it establish with nonprofit organizations and local and tribal governments deliverable-based outreach contracts to conduct outreach and census participation campaigns through community messengers, targeted especially at historically undercounted populations.

The City of Vancouver applied for, and was awarded, funding of up to $40,650 from the state for implementation of its Census 2020 outreach plan. This funding will allow the City to expand its capacity to develop and distribute materials, including having materials translated, and to share these materials with Complete Count Census Committee members and other community groups. The state funding will be disbursed to the City in the form of reimbursement for eligible costs associated with the outreach campaign.

<u>Overview of Census Outreach Plan</u>. The scope of work in the City's outreach plan is detailed in Exhibit B of the attached Interlocal Agreement. The City's stakeholder audience includes all residents of the city of Vancouver with particular focus on and outreach dedicated to reaching residents in targeted historically undercounted census tracts in the city

The three census tracts identified by the Census Bureau as having the highest risk of an undercount are:

1. *between Fourth Plain and SR-500/Stapleton and Andresen;*
2. *Fruit Valley; and*
3. *Between Fourth Plain and E 13th St/Grand Blvd and Falk Rd.*

Neighborhoods included in these three census tracts include: Fruit Valley, Bagley Downs, Mountain View, Hough, Esther Short, Fircrest, North Garrison Heights, Ogden, Kevanna Park, West Minnehaha, and Burnt Bridge Creek.

Communication and outreach activities will take place from January – June 2020. Planned communications include: in-person outreach at targeted locations throughout the city, insert in City utility bills, bookmarks, postcards, factsheets, stickers, a social media campaign, articles/ads in the Messenger, video PSAs and two billboards along Fourth Plain.

Request: Authorize the City Manager, or his designee, to executive the Interlocal Agreement with the state of Washington, Office of Financial Management, for acceptance of Census 2020 outreach funds.

Carol Bua, Communications Director, 487-8614

Motion approved the request.

5. Approve Justice Assistance Grant for the Vancouver Police Department

Staff Report 016-20

Summary

The United States Department of Justice, Office of Justice Programs, Bureau of Justice Assistance will award Justice Assistance Grant (JAG) Fiscal Year 2018 funds totaling $97,531. Federal changes resulted in award delays for many agencies across the nation. JAG funds are intended to support a wide range of activities to reduce and prevent crime based on the needs and conditions of local jurisdictions. Funding may be used for equipment, supplies, technology and training to enhance local criminal justice operations. The Vancouver Police Department proposes to use this funding to enhance police training and leadership development.

Request: Authorize the City Manager or his designee to sign and accept this grant award from the United States Department of Justice.

James McElvain, Vancouver Police Chief, 487-7473; Brenda Tryon, Management Analyst, 487-7497

Motion approved the request.

6. **Hearing Examiner Reappointments**

Staff Report 017-20

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 2019. VMC 2.51 authorizes City Council to appoint hearings examiners to one-year terms. The appointments 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 11 hearings in 2019 consisting of 24 land use cases, one pre-hearing conference with law and code enforcement regarding an appeal/settlement and one code enforcement appeal. Mr. Turner conducted one hearing in 2019 consisting of two land use cases.

Ms. Rice is currently compensated at the rate of $165.00 per hour and has requested an increase to a rate of $175.00 per hour. Additionally, Ms. Rice is requesting the addition of subcontractors to the agreement who would provide some document preparation and drafting of findings and conclusions. Based upon the performance of Ms. Rice as hearing examiner over the past year and based upon the expectation that the addition of subcontractors would pay for the rate increase and the City's costs would remain even or be reduced, 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 an increase. Mr. Turner's current hourly rate to be used for this year's professional services agreements.

Request: Authorize the City Manager to sign the amendments to the City of Vancouver's Professional Service Agreements with Sharon Rice (Hearing Examiner), and Joe Turner (Hearing Examiner Pro Tem) and approve any subsequent legal action necessary to enforce the terms of the same.

Greg Turner, Land Use Manager, 487-7883

Motion approved the request.

7. **The Ellwood - Affordable Housing Funding**

Staff Report 018-20

Summary
City Council approved Affordable Housing Funding for the construction of the Elwood on February 4, 2019. Since that time the City has completed the underwriting and approved the language in the note, deed and covenant. The Housing Initiative has been in negotiations with tax credit investors and completing the architectural designs and needs assessments as well as applying for permits. The property closing (required for tax credits) is anticipated this February.

Request: Authorize the City Manager or his designee to execute the Affordable Housing Funding contract with Housing Initiatives to construct the Ellwood and approve any subsequent legal action necessary to enforce the terms of the same.

Peggy Sheehan, Community Development Programs Manager, 487-7952

Motion approved the request.

8. Appointment to the Vancouver Housing Authority Board

The Vancouver Housing Authority Board is appointed by the Mayor to provide opportunities to people who experience barriers to housing because of income, disability or special needs in an environment which preserves personal dignity, and in a manner which maintains the public trust.

I recently interviewed six candidates for one upcoming vacancy on the VHA Board and recommend the appointment of Carol Collier. Her appointment would begin immediately and expire February 11, 2025.

If there are no objections, I would like to make this appointment at the Monday, February 3, 2020 Council meeting.

Request: Appoint Carol Collier to the Vancouver Housing Authority Board of Commissioners, term beginning immediately and expiring February 11, 2025. *(Mayor McEnerny-Ogle)*

Councilmember Fox noted that she had had the opportunity to work with Ms. Collier on a number of occasions through her work for the City of Camas, stated Ms. Collier would provide great experience and knowledge to this position, and she thanked Ms. Collier for stepping forward to serve on the VHA board.

Motion by Councilmember Lebowsky, seconded by Councilmember Fox, and carried unanimously to approve Item 8.

9. **Approval of Claim Vouchers**

Request: Approve claim vouchers for February 3, 2020.

Motion approved Claim Vouchers for February 3, 2020, in the amount of $8,564,026.00.

Public Hearings (Item 10)

10. **Block 10 Disposition and Development Agreement Second Amendment**

Staff Report 019-20

A RESOLUTION relating to the approval of a second amendment to the disposition and development agreement entered into pursuant to RCW Chapter 36.70B between the City of Vancouver (City) and Holland Acquisitions Co., LLC (Holland); and authorizing the City Manager to execute a second amended disposition and development agreement.

Summary

On January 10, 2020, Holland notified City staff that during the due diligence period, a minor deposit of hydrocarbon-based material was found in the soil on Block 10, which will require further investigation and potentially remediation. Nonetheless, Holland has indicated that they will assume full responsibility for the cost of any clean-up, and have accordingly submitted a Waiver of Feasibility dated January 27, 2020, along with a statement that they have authorized the escrow agent to release the $250,000 earnest money deposit to the City.

The uncertainty created by this finding has resulted in a need to postpone the closing date on the ground lease.

There will be no changes to the target dates for submitting permit applications or commencing and completing construction, therefore City staff is in support of the request to extend the closing date to May 31, 2020.

Request: On Monday, February 3, 2020, subject to public hearing, adopt the resolution authorizing the City Manager or designee to sign the proposed Second Amendment to the Block 10 Disposition and Development Agreement.

Jonathan Young, City Attorney, 487-8500

Jonathan Young, City Attorney, provided an overview of the proposed amendment to the Block 10 DDA. He noted extension of the closing date would not change any of the target dates for Holland to secure permitting or start construction on the project.

Councilmember Fox noted that the resolution and amendment are straightforward and reflect the information summarized by Mr. Young, however the draft letter from Holland regarding waiver of feasibility suggests that Holland's commitment to the downtown development would in part rely on a commitment by the City to not raise City taxes. Councilmember Fox asked for clarification about this provision and whether Council action on this amendment would constitute approval for the City Manager to sign the letter.

Mr. Holmes stated that the binding portion of the action before Council is what is put forth in the resolution and he is not proposing to Council that the City accept that provision of the letter.

Mr. Young explained that the letter that had been provided was an early correspondence between Holland and the City, and an updated version of the letter does not include that provision.

Mayor Pro Tem Glover opened the public hearing and received the following testimony:

- Monica Zazueta, Vancouver, representing the Task Force Beyond Fossil Fuels, spoke regarding items on the Consent Agenda, urging the City to prohibit any construction or development that does not include green infrastructure, speaking in opposition to the use of offender work crews, and requesting that any census outreach include engagement with people of color and immigrant populations.

There being no further testimony, Mayor Pro Tem Glover closed the public hearing.

Motion by Councilmember Hansen, seconded by Councilmember Fox, and carried unanimously to adopt Resolution M-4058 approving the request.

Communications

A. From the Council

a. Recommendation for Appointment to the Task Force on Council Representation (Councilmember Stober)

Councilmember Stober noted that the person she had nominated to serve on the Task Force for Council Representation had to step down due to personal circumstances. He is nominating Aemri Marks to be appointed to that now vacant position.

Motion by Councilmember Hansen, seconded by Councilmember Paulsen, and carried unanimously to appoint Aemri Marks to the Task Force on Council Representation.

B. From the Mayor

C. From the City Manager

Adjournment

6:59 p.m.

____
Anne McEnerny-Ogle, Mayor

Attest:

____
Natasha Ramras, City Clerk

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February 10, 2020 – City Council Meeting Minutes

WORKSHOPS

4:00-6:00 p.m. A Stronger Vancouver: Finalization of Programs and Services Package, Preview of Levy Design

This workshop was held in the Aspen Room (1st floor) at City Hall

Summary
Council continued discussion regarding proposed programs and services to be included in the Stronger Vancouver initiative, providing feedback regarding homelessness services, public safety programs, and programs supporting economic vitality and neighborhood vibrancy. Council also discussed several proposals for levy and bond measures to fund portions of the Stronger Vancouver projects and programs. This work session was continued following adjournment of the Consent Agenda Meeting, as summarized below.

COUNCIL DINNER/ADMINISTRATIVE UPDATES (6 PM)

COUNCIL CONSENT AGENDA MEETING

Location: City Council Chambers (2nd floor)

Pledge of Allegiance

Call to Order and Roll Call

The consent meeting of the Vancouver City Council was called to order at 6:30 p.m. by Mayor Anne McEnerny-Ogle in the Council Chambers of City Hall, 415 W. 6th Street, Vancouver, Washington.

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

Absent: None

Proclamation: Black History Month

Mayor McEnerny-Ogle read and presented a proclamation to Jasmine Rucker-Tolbert, Vice President, NAACP Vancouver Chapter, proclaiming February 2020 as Black History Month.

Citizen Forum

Mayor McEnerny-Ogle opened the Citizen Forum and received the following testimony:

- Alyna Muñoz, Vancouver, expressed concerns about safety issues along 112th Avenue following the deaths for two Vancouver teens who were hit by a vehicle while crossing the street, and urged the City to make safety improvements to this corridor a priority.

- Jill Campbell, Vancouver, representing the Uptown Village Association, spoke regarding the Westside Bike Mobility project. She spoke in opposition to any route option along Columbia Street that includes loss of on-street parking, and stated route options 4 and 5 along Daniels Street are the most favorable of the options that had been presented.

- Glen Yung, Vancouver, stated he had learned a lot by speaking to and working with many people from different perspectives over the past year. In regards to the Westside Bike Mobility project, he stated he has looked at the project holistically and still does not see Columbia Street as a viable route option.

- Logan Eberhard, Vancouver, expressed concerns about safety issues along 112th Avenue following the deaths for two Vancouver teens who were hit by a vehicle while crossing the street, and urged the City to make safety improvements to this corridor a priority.

- Tim Emineth, Vancouver, expressed concerns about the pavement condition along Evergreen Boulevard and requested the City make this street a priority for paving as soon as possible.

- Jeffrey Stanton, Vancouver, spoke regarding the constitutional authority and responsibilities of elected officials.

- Teresa Hardy, Vancouver, expressed concerns about the composition of the City's Planning Commission and a perceived conflict of interest of residents who represent development companies being appointed to serve on that commission. She also urged the City to consider raising Park Impact Fee rates to match the proposals from Park and Recreation staff.

- Rachel Webber, Vancouver, expressed concerns regarding the behavior and negative impact of clients from the Navigation Center in the surrounding neighborhoods. She urged the City shut down the Navigation Center.

- Clifford McFall, Vancouver, urged the City to convert available industrial land into a location for a tent city as a resource for people experiencing homelessness.

- Todd Brochu, representing the Hough Neighborhood Association, read and submitted a letter (attached) from the neighborhood association regarding the Westside Bike Mobility project, and stated the neighborhood association's position in support of options 4 and 5 along Daniels Street and in opposition to removing any parking along Columbia Street, and requesting the City lower the speed limit along Columbia and other surface streets in the Hough neighborhood to 20 miles per hour.

- Dina Hovde, Vancouver, spoke regarding the Westside Bike Mobility project. She spoke in opposition to any route option along Columbia Street that includes loss of on-street parking, and stated route options 4 and 5 along Daniels Street are the most favorable of the options that had been presented.

- James Clute, Vancouver, representing the Sierra Club, urged the City to enact a climate action plan and set long-term objectives to become carbon neutral.

- Marsha Maupoux, Vancouver, representing the Citizens Climate Lobby, urged the City to enact a climate action plan and set long-term objectives to cut carbon emissions.

- Den Mark Wichar, Vancouver, urged the City to enact a climate action plan by Earth Day 2020 and set objectives to become carbon neutral.

- Laura Ellsworth, Vancouver, representing the Westside Neighborhood Coalition, spoke regarding the Westside Bike Mobility project. She spoke in opposition to any route option along Columbia Street at this time, and stated route options 4 and 5 along Daniels Street are the most favorable of the options that had been presented.

- Lisa Nelski, Vancouver, spoke regarding the Westside Bike Mobility Project. She stated she regularly commutes by bike, but spoke in opposition to developing Columbia Street as a route for this project due to safety concerns.

- Susan Sanders, Vancouver, spoke regarding the Westside Bike Mobility Project. She spoke in opposition to developing Columbia Street as a route for this project due to safety concerns, and stated routes along Daniels Street are more favorable.

- Steve Tubbs, Vancouver, urged the City to enact policies and take action to reduce carbon emissions.

- Julie Glasgow, Vancouver, spoke regarding the Westside Bike Mobility project. She spoke in opposition to any route option along Columbia Street and urged the City to pave Columbia now and lower speeds to 20 MPH, and stated route options 4 and 5 along Daniels Street are the most favorable of the options that had been presented.

- Caroline Ceravolo, Vancouver, stated the Council has a moral responsibility to address climate change as soon as possible.

- Caleb Ceravolo, Vancouver, urged the City to prioritize climate action in all actions that are taken and policies that are enacted.

- Jennifer Hatcher, Vancouver, spoke in opposition to Columbia Street as a route option for the Westside Bike Mobility project. She expressed concerns about developers who receive a tax exemption not being required to stay in Vancouver for a set amount of time. She also stated her belief that global warming is not a serious problem and can be attributed to natural occurrences.

- Alona Steinke, Vancouver, expressed concerns about crude oil trains traveling through Vancouver and the potential easing of federal regulations regarding the transport of liquefied natural gas by rail. She urged the City to support policies leading to 100 percent clean energy as soon as possible.

- Pip Allen, Vancouver, spoke in support of the Columbia Street as a preferred route option for the Westside Bike Mobility project.

- Jason Seybold, Vancouver, representing the Lincoln Neighborhood Association, stated the neighborhood association is opposed to the Westside Bike Mobility project because the neighborhood's action plan and neighborhood input was not considered in the project. He stated the project does not embrace inclusivity of all transportation users in the neighborhood.

- Don Steinke, Vancouver, urged the City to commit to becoming 100 percent carbon neutral as soon as possible and no later than 2050.

- Janet Hedgepath, Vancouver, stated clean energy technology is improving and gaining momentum and the City needs to take steps now to be in a position to take advantage of that in the future. She urged the City to enact a Climate action plan and set ambitious goals for becoming carbon neutral.

- Scott Murphy, Vancouver, spoke regarding the Westside Bike Mobility project and expressed concerns that the Columbia Street route option would severely impact the Clark County Veterans Assistance Center and the clients it serves.

- Ryan Welch, Vancouver, urged the Council to take action now to enact a climate action plan.

- Terence Ibert, Vancouver, spoke regarding the Westside Bike Mobility project and stated the project needs additional time for key questions to be answered and route options to be fully developed.

- Laurel Whitehurst, Vancouver, thanked the Council and the City for putting in place the Culture, Arts and Heritage Commission.

- Peter Fels, Vancouver, enact a climate action plan as soon as possible and set objectives to become carbon neutral, including prohibiting developments from vesting current building regulations.

- Chris Dickinsen, Vancouver, representing the Carter Park Neighborhood Association, stated the neighborhood association had previously voted to oppose the Westside Bike Mobility project Columbia Street route option and could not endorse any option at this time without more information about mitigation and budget.

- Kevin Todd, Vancouver, stated Vancouver has changed significantly over the past 30 years, and that driving and parking a car should not be considered a right and that climate change is a relevant concern underlying the Westside Bike Mobility project.

- Monica Zazueta, Vancouver, representing the Sunrise Movement and the Sierra Club Loowit, urged the City to reduce greenhouse emissions within 10 years and enact a climate action plan this year.

- Danielle Jokela, Vancouver, representing the Sunrise Movement, expressed concerns about a lack of infrastructure investment citywide, and urged the City to enact an ambitious plan to address climate change as soon as possible.

There being no further testimony, Mayor McEnerny-Ogle closed the Citizen Forum.

Adjournment

8:15 p.m.

WORKSHOP continuation

8:25-9:38 p.m. A Stronger Vancouver: Finalization of Programs and Services Package, Preview of Levy Design

This workshop was held in the Aspen Room (1st floor) at City Hall

Summary
Council continued discussion regarding proposals for levy and bond measures to fund portions of the Stronger Vancouver projects and programs and provided feedback to staff regarding details they would like to consider further at their next work session on this topic.

____
Anne McEnerny-Ogle, Mayor

Attest:

____
Natasha Ramras, City Clerk

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Mayor McEnerny-Ogle and Vancouver City Council Members,
Re:Westside Bike Mobility Project Hough Special Meeting 2020-02-09

In early 2019, the Hough Neighborhood formed an official position regarding this project. It was as follows…

"Hough Neighborhood welcomes a diversity of residents and uses, however, we cannot support the Westside Bike Mobility Project in its current form. This project was designed and completed without our involvement. It poses a risk to the integrity and vitality of our neighborhood and lacks a demonstrated
understanding of the widespread damage and disruption that is likely to occur. We are disturbed by the poor efforts at outreach and neighborhood involvement.
We strongly urge the City Council to delay implementation of this project and continue work to ensure it represents a collaborative and inclusive solution as part of a comprehensive vision for our city and neighborhood."

The Hough Neighborhood Association convened a special meeting on February 10, 2020 for the purpose of holding a formal discussion among our members regarding the city's Westside Bike Mobility Project. This meeting was called in response to discussions that took place during our January quarterly meeting, at which city staff presented the current routes and answered questions to our members. The special meeting was very well attended. There were Forty-one Hough residents in attendance as well as four visitors.

During our special meeting, we briefly reviewed the routes that are currently under consideration and discussed them as a group.

After deliberation, the Hough Neighborhood Association members voted on and passed three motions:

Our neighborhood strongly opposes removing large amounts of parking on Columbia, and will *only* support routes four or five, which are the Washington/Daniels and Daniels/Franklin routes. Our members furthermore highly urge that the speed limit on Columbia and all other surface streets in Hough Neighborhood (excluding Fourth Plain and Mill Plain) be reduced to 20MPH to create a safer environment for all users of the streets within the boundaries of the Hough neighborhood.

We respectfully request that this letter be entered into the public record as the formal position of the Hough Neighborhood Association.

Respectfully,

[signature] Co-chair
Todd Brochu Secretary
[signature] Co-Chair

WS WEST SIDE NEIGHBORHOOD COALITION

Dear Mayor McEnerny-Ogle and Councilors

The Westside Neighborhood Coalition appreciates the city's willingness to examine and explore multiple options for locating an "all ages and abilities" route on the west-side. We were privileged to have a seat on the Citizen's Advisory Committee to work toward an equitable solution.

The Westside Neighborhood Coalition strongly favors the route #5, Daniels-Franklin as the choice for development at this time. Development of this route provides a north-south route that is truly for all ages and abilities.

We do not recommend development of Columbia Street as a route at this time. The removal of parking, along with the removal of traffic calming devices create a strong probability the plan will result in increased speeds along this route. Increasing speeds will jeopardize the safety of pedestrians, cyclists, school children and people who live and work on Columbia. Mitigation required for this route has not been developed and included in the plan. This is the route likely to cause the most damage to our existing uses and vulnerable neighbors, as well as our veterans, therefore requiring the highest level of mitigation.

Although there might be a time in the future when the potential to provide appropriate mitigation (traffic calming, lowering the speed limit, and aesthetic considerations and improvements) become more feasible, the Columbia route has the highest impact to existing uses and represents a decrease in safety for many.

We also note these plans offer no improvements for our failing sidewalk system. Will there be requirements for property owners to repair, replace, and otherwise provide costly improvements to damaged areas including City owned tree trunk and root damage to the City owned sidewalks in front of private property?

The Westside Neighborhood Coalition notes that improvements to pedestrian and cyclist safety and the safety of the people living and working along this route is the most important consideration and is part of Complete Streets strategy.

We welcome the opportunity to meet with our Mayor and Councilors to fully detail our concerns regarding this plan and our support of the #5 Daniels-Franklin option.

Kind Regards

WNC Executive Board

January 27, 2020 - City Council Meeting Minutes

WORKSHOPS

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

4:00-6:00 p.m. A Stronger Vancouver: Finalization of Capital Package; Defining the Programs and Services Package

This workshop was held in the Aspen Room (1st floor) at City Hall and is available to view on www.cvtv.org and CVTV cable channels 23 / 323.

Summary
Council discussed in detail and provided feedback on adjustments to park impact fees, as well as proposed park capital investments to be included in the Stronger Vancouver package. Staff provided Council with an overview of economic development investments outlined as part of the Executive Sponsors Council recommendation and potential funding sources and gaps associated with those investments.This discussion was continued to Council's February 3, 2020, work session.

Executive Session re: Pending Litigation (15 minutes)

Mayor McEnerny-Ogle announced the Council would be entering into executive session at 6:10 p.m. to discuss Pending Litigation.

COUNCIL DINNER/ADMINISTRATIVE UPDATES

COUNCIL REGULAR MEETING

Pledge of Allegiance

Call to Order and Roll Call

The regular meeting of the Vancouver City Council was called to order at 6:30 p.m. by Mayor McEnerny-Ogle in the Council Chambers of City Hall, 415 W. 6th Street, Vancouver, Washington.

Present:	Councilmembers Fox, Paulsen, Lebowsky, Glover, Stober, Hansen, Mayor McEnerny-Ogle
Absent:	None

Approval of Minutes

Minutes - January 6, 2020

Motion by Councilmember Glover, seconded by Councilmember Lebowsky, and carried unanimously to approve the meeting minutes of January 6, 2020.

Minutes - January 13, 2020

Motion by Councilmember Stober, seconded by Councilmember Hansen, and carried unanimously to approve the meeting minutes of January 13, 2020.

Citizen Communication (Items 1-3)

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

Consent Agenda (Items 1-3)

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

1. **Second Lease Extension of Sublease between Edward Jones Co. LP and City of Vancouver**

   Staff Report 010-20

   Summary
   The City of Vancouver is currently the tenant under a long-term lease for approximately 8,450 square feet of retail space located at 505 W. 8th Street. In 2007 the space was vacated by the indoor Vancouver Farmer's Market and the City began subleasing the space. Edward Jones has been in this location for the past 10 years and expressed interest in continuing to utilize this space. Edward Jones and the City were able to negotiate a new sublease for an additional 5-year period (June 2020 through May 2025).

Staff recommends that Council approve the execution of a second extension of a sublease agreement with Edward Jones Co. LP d/b/a Edward Jones for 1,193 square feet for a five-year (5-yr) extension of the lease term. In order to install new flooring, the parties have negotiated a tenant improvement allowance equal to two (2) months rent valued at $3,960. Edward Jones will manage their improvements. The first year of rent will be $19.92 per square foot, which is comparable to market rates, plus leasehold tax and will escalate 3% annually thereafter throughout term of sublease. Current rent is $18.92 per square foot.

Request: Authorize the City Manager or designee to execute the Second Lease Extension of Sublease Agreement between City of Vancouver and Edward Jones & Co. LP d/b/a Edward Jones.

Linda Carlson, Property Management Specialist, 487-8423

Motion approved the request.

2. Approval for One Year Health Insurance Stop Loss Policy with Symetra Life Insurance Company

Staff Report 011-20

Summary

City staff worked with its broker, Davidson Benefits Planning, to seek stop loss coverage for its self-insured health benefits program. (Stop loss coverage insures against the risk that an individual claim will exceed a specified deductible amount.) Symetra Life Insurance Coverage was the successful bidder and continues to offer competitive renewal terms. Council approval is needed to provide payment on the premium for the policy.

The individual deductible included in the renewed policy is $250,000, as outlined in the attached schedule of benefits for 2020. The City's self-insurance covers eligible claims below that threshold. The aggregate reimbursement maximum per policy period included in the insurance is $2 million. The stop loss insurance covers prescription coverage as well.

Request: Authorize the payment of premiums to Symetra Life Insurance Company for Stop Loss coverage.

Lisa Takach, Human Resources Director, 487-8611

Motion approved the request.

3. **Approval of Claim Vouchers**

Request: Approve claim vouchers for January 27, 2020.

Motion approved claim vouchers for January 27, 2020, in the amount of $10,969,297.87.

Communications

A. From the Council

a. Recommendation for Appointment to Task Force on Council Representation (Councilmember Glover)

Councilmember Glover noted that the person she had nominated to serve on the Task Force for Council Representation had to step down due to personal circumstances. She is nominating Michael Martin to be appointed to that now vacant position.

Motion by Councilmember Glover, seconded by Councilmember Stober, and carried unanimously to appoint Michael Martin to the Task Force on Council Representation.

Councilmember Hansen asked if there were any other vacancies on that task force needing filled at this time. Councilmember Stober stated his nominee had also recently stepped down but he had not yet identified someone to fill that position.

B. From the Mayor

C. From the City Manager

Adjournment

7:03 p.m.

Anne McEnerny-Ogle, Mayor

Attest:

Natasha Ramras, City Clerk

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

A Stronger Vancouver – Updated Projects and Programs Summary
02.24.20

COUNCIL RECOMMENDATION

	Property Tax	Business License	Utility Tax	Park Impact	Admissions Tax	Vehicle License	REET 2	TOTAL
	Funding Source- CAPITAL and RELATED ONLY							
Annual PAYGO investment or debt payment*	$8.08	$1.00		$2.60		$0.00	$0.50	**$12.2**
Total annual operating costs (for capital)	$0.00		$2.70		$0.50			**$0.0**
**Total Capital Projects supported*	***$96.50***	***$10.00***		***$18.50***		***$0.00***	***$6.00***	**$131.0**
	$0.31	*$20/FTE*		*Rate schedule*				

CAPITAL PROJECTS

Outcomes	Project	Property Tax	Business License Surcharge	Utility Tax	Park Impact Fees	Admissions Tax	Vehicle License Tab	REET 2	TOTAL
Enhance public spaces in targeted areas throughout the city	Commercial district infrastructure improvements (streets, sidewalks, lighting, pedestrian crossings, signals, public spaces, landscaping)	36.0	10.0				0.0	6.0	$52.0
Improve preparedness & resilience for first responders	Replace Fire Stations 3 & 6	20.0							$20.0
	Fire Stations 4, 5, & 8 renovation/seismic upgrade	5.2							$5.2
Increase park safety, neighborhood vitality & assessed	New Community Parks: Bagley, Marine, Shaffer, Wintler	21.5			16.0				$37.5
	Major Maintenance of Existing Parks	9.0							$9.0
	Develop Undeveloped Parks: – Undeveloped Landover-Sharmel – Undeveloped Hambleton – Undeveloped Lauren – Undeveloped Rose Village	4.8			2.5				$7.3
	Total 10-Year Capital Program	**$96.5**	**$10.0**	**$0.0**	**$18.5**	**$0.0**	**$0.0**	**$6.0**	**$131.0**

A Stronger Vancouver – Updated Projects and Programs Summary
02.24.20

ESC Recommendation

Total 10-Year Capital Investment:	**$278**
Total Annual Operating Costs:	**$14.90**

All dollar amounts expressed in millions

	Funding Source					
	Property Tax	**Business License Surcharge**	**Utility Tax**	**Park Impact Fees**	**REET 2**	**Admissions Tax**
Annual PAYGO investment or debt payment*	$8.08	$1.00		$2.60	$0.50	
Operating Expenditures	$5.60	$4.00	$3.90		$0.00	$0.50
TOTAL	**$13.68**	**$5.00**	**$3.90**	**$2.60**	**$0.50**	**$0.50**
Rate	*$0.53*	*$100*	*3.25%*	*schedule*	*n/a*	*$0.75/ticket*
	per $1,000 AV	*per FTE*	*=4.55% rate increase*			

OPERATING COSTS FOR SERVICES & PROGRAMS (annual costs)

Outcome(s)	Program	Est. Cost	Detail by Funding Source					
Increase opportunity for new economic investment in subareas	Subarea/district plans (implement 4th Plan, The Heights, Section 30 plans; develop: Upper Main, 192nd Corridor, Van Mall)	$0.6	$0.3	$0.3				
Decrease incidents of pedestrian-vehicle collisions	Citywide traffic safety improvement program (one new staff position; public outreach/education)	$0.6		$0.6				
Increase number of residents using transportation alternatives	Citywide pedestrian & bike infrastructure improvements (staff; public outreach/education)	$0.3		$0.3				
1. Reduce overall system response times 2. Reduce EMS response times during peak hours	Rapid response rescue units/Fire Department (add four, 2-person, paramedic staffed units)	$2.3	$1.3		$1.0			
Reduce incidence of residential fires, loss of life & property	Fire prevention program (implementation; public outreach/education)	$0.6		$0.6				
Reduce incidence of crime by proactively addressing trends/causes	Problem Oriented Policing Unit/Police Department	$1.0	$1.0					
Increase capacity to address the needs of people experiencing homelessness	Homeless facility operations (support operations of day homeless facilities)	$0.5			$0.5			
	Homeless/Mental Health Assistance Resource Team	$0.6			$0.6			
	Additional cost to support shelter operations	$2.0	$1.4	$0.5	$0.1			
Reduce financial barriers to participation in recreation programs	Fee reductions for low-income participants in Parks & Recreation programs	$2.0	$0.2	$0.1	$1.7			
Increase number of children engaged in supervised activities over the summer	Summer Playground Program (expand program locations, hours & meals served)	$0.4		$0.4				
Increase engagement with diverse communities	Multi-lingual outreach program (three coordinator positions)	$0.5		$0.5				
Increase community engagement through more frequent & diverse community events	Expand the citywide community events program (three coordinator positions)	$0.3		$0.3				
Increase connections with at-risk youth through City's recreation programs	At-Risk Youth Program (one coordinator position)	$0.1		$0.1				
A citywide public art program & support for arts organizations	Culture, Arts & Heritage Program (one manager position; funding for public art, grants, & cultural programs/events)	$0.5						$0.5
Increase engagement with and support of neighborhood associations	Neighborhoods Program (one coordinator position; funds for a neighborhood grants program)	$0.3		$0.3				
Operating funds for new parks	Parks maintenance (parks maintenance support) - added to capital	$1.4	$1.4					
	Total Annual Operating Program Costs	**$14.0**	**$5.6**	**$4.0**	**$3.9**	**$0.0**	**$0.0**	**$0.5**

CITY OF Vancouver WASHINGTON

A STRONGER VANCOUVER
Investing in our future

DATE: February 13, 2020

TO: Anne McEnerny-Ogle, Mayor

City Council

FROM: Eric J. Holmes, City Manager

RE: **A Stronger Vancouver – finalizing the package | designing the levy**

Executive Summary

The February 24 workshop is intended as an opportunity for Council to:

- Finalize the overall package and associated revenues.
- Establish direction on the levy design.
- Review revenue phasing approach.

Background

At the February 10 session, Council requested three levy options based on direction to date be returned for continued discussion. These are:

- **Option 1 - Excess levy for capital**: this scenario would include two separate ballot measures, one for a voter approved 20 year excess bond levy for capital and a companion levy lid lift for voter approved operations and maintenance.
- **Option 2 - Levy lid lift:** This scenario would include two separate ballot measures on the same ballot, one for a levy lid lift to support a 9 year debt issue for capital and a companion levy lid lift for voter approved operations and maintenance.
- **Option 3 - One year permanent Levy Lid**: This scenario would be a single levy lid lift ballot measure to fund both capital using a combination of pay as you go and debt techniques as well as include operations and maintenance costs for new constructed capital.

A comparison of each scenario are included below:

	Option 1	Option 2	Option 3
Total Annual Amount Generated, Capital	**$13.9 mil**	**$8.1 mil**	**$8.1 mil**
Total Annual Amount Generated, Operating	**$5.6 mil**	**$5.6 mil**	**$5.6 mil**
Capital Levy Lid Lift 9 yr	$0.54		
Excess Levy: Capital Bond, 20 yr		$0.31	
Levy Lid Lift: Capital + Operating Permanent			$0.53
Levy Lid Lift: Operating - maintaining capital projects	0.054		
Levy Lid Lift: Operating- Program Funding	$0.16	$0.22	
Total levy per $1,000 AV, 2021	**$0.76**	**$0.53**	**$0.53**
Annual Impact on an owner of a $350,000 House	*$265.10*	*$186.04*	*$186.04*
Monthy Impact on an owner of a $350,000 House	*$22.09*	*$15.50*	*$15.50*

In addition to the levy design considerations, Council may wish to consider outcomes in the event of a levy not passing at ballot.

The latest direction from council distributes the operating costs associated with new capital to the future levy. In addition, all or a portion of other programs that are included in the package are included in the levy, as follows:

	Levy	Council manic
Economic Vitality		
Homelessness		
Day Center and HART		$1.7
Shelter	$1.4	
District Plans & Implementation	$0.3	$0.3
Pedestrian, bike, art & culture		$0.8
Public Safety		
EMS Rescue units	$1.3	$1.0
Problem Oriented Policing	$1.0	
Safe Streets, Fire Prevention		$1.2
Neighborhood Vibrancy (includes O&M parks)	$1.6	$3.4
TOTAL FUNDING, PROGRAMS	**$5.6**	**$8.4**

Under Options 1 & 2, it is possible that the capital funding ballot item may pass and the levy lid lift for operations, maintenance and programs may not, or vice versa. If Council pursues Option 1 or 2 and a capital levy passes but O & M does not – or the inverse – it may complicate the City's ability to deliver on either.

With respect to an excess levy or levy lid lift, the Council may also wish to consider recent history of municipal ballot titles across the state. Each community is unique relative to values and expectations of their electorate; that said, according to research compiled by MRSC the results of municipal (city) ballot measures state-wide in the last 5 years were:

Levy Lid Lift:
- All levy lid lift types: 37 measures; 30 pass, 7 fail (81% passage rate)
- Multiple purpose: 9 measures; 6 pass, 3 fail (66% passage rate)

Excess Bond Levy
- All bond types: 27 measures; 16 pass, 11 fail (59.2% passage rate)
- Multiple purpose: 6 measures; 4 pass, 2 fail (66% passage rate)

The full, searchable database can be found at MRSC's website here.

Revenue Phasing

The original recommendation to Council from the Executive Sponsors Council suggested that key revenues be phased in over three years. The Council has given direction on Park Impact Fee Phasing, but had no other specific discussion regarding phasing. Staff work and analysis has assumed phasing consistent with the original recommendation.

Structural Deficit

At the February 10 work session, the Council had some discussion regarding the structural deficit and the role the Stronger Vancouver initiative plays in responding to that forecasted deficit.

The term structural deficit refers to the fact that the City's general fund revenues do not consistently grow at a rate that is sufficient to keep pace with the growth in demand for services from new population and inflation. This is due to both the structural (statutory) limits of the taxing structure as well as the structural and practical limits to the City limiting its costs. As a result, year over year the real per capital revenue to the City's general fund declines while the cost of services increases. The primary contributing factors since 1990 are:

- The phase out of local business and occupation tax taxes between 1992 and 2001.
- Statewide tax initiatives in the late 1990s and early 2000s (I-695: $30 Car Tab Limitation and I-747: 1% property tax limitation)
- A tightening of the state budget resulting from Initiative-driven revenue impacts and mandates on the state
- Our adjacency to a sales tax free state and the resulting lower per-capital sales tax revenues than other comparable communities.
- The legacy impacts of the Great Recession.
- Growth in population and associated demand for services.

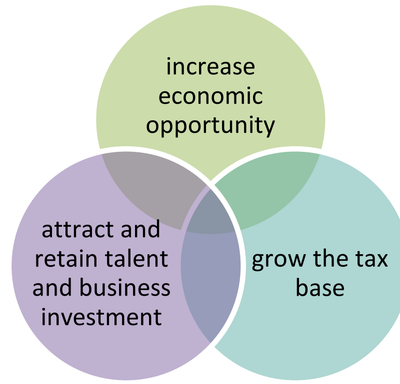
To illustrate the structural challenges of the of the revenue system, consider the City's property tax. In 2019 this revenue accounted for nearly 30% of all general fund revenues and was the single largest source of revenue for the general fund. Since 2012, the City's total assessed value of its property tax base has increased by 84%, including robust new construction during these years. The resulting new revenues from this 7 years of growth in the tax base equates to a 7.7% revenue increase to the general fund as a whole, while over the same time period cumulative inflation was 20.5% and population growth totaled 13.4%.

This is representative of dynamics that have influenced the City over time. The City has focused on efficiency, effectiveness, evolving the service delivery model, retiring debt, using one time revenues for one-time expenses, prioritizing services and focused increases in revenues – such as for police or streets - to continue to maintain operations within these constraints.

The Stronger Vancouver initiative is premised on a belief that we can build on Vancouver's commitment to effectiveness, recent progress and current stability to realize our vision for a brighter future for our community: safer streets and neighborhoods, move vibrant business districts, and with the opportunities of a growing economy that are shared by all.

Economic Development

At the February 10 workshop, Council had considerable discussion regarding what role the return on investment (ROI) from new economic development projects plays in addressing the structural deficit.



The city invests in economic development for multiple reasons:

- to increase economic opportunity for our citizens
- To support creation of a distinct sense of place that attracts and retains talent and additional business investment.
- To increase the tax base and resulting tax revenues.

New economic development projects in the City do increase the tax base and as a result contribute to a multi-faceted approach to supporting and sustaining city services to meet the demands of a changing community. This is in part why the Council earlier in earlier deliberations removed the B & O tax from consideration as a way to maintain the competitiveness of Vancouver's business climate.

However, because of the aforementioned attributes of the revenue system, economic growth alone is not sufficient to address the structural deficit. As discussed at the work shop, the city primarily taxes consumption (through utility tax or sales tax) instead of business activity (such as through a business and occupation tax). Consequently, the approximately 32% increase in private employment (and related economic activity) Vancouver has seen since 2012 – while excellent for our residents and our economy as a whole – does not translate into an equivalent revenue increase.

Supporting economic development in a manner that is contemplated in the Stronger Vancouver package is an important component of a strategy to increasing economic opportunity for our citizens, retaining and attracting and retaining talent and business investment and growing the tax base. It is also a significant component of a long term strategy to address the structural deficit, but not a solution unto itself.

Other resources

In addition to the above and presentation materials, linked below for your reference and in support of Council's discussion are:

- Washington State Department of Revenue Ballot measure requirements
- The MRSC Revenue Guide for Cities.

A STRONGER VANCOUVER

Finalize Funding Tools for A Stronger Vancouver

City of Vancouver Washington

City Council Workshop
February 24, 2020

Outcomes of Session

- Confirmation of Capital Package & Revenues
- Review Voted Property Tax Options
- Review transparency and accountability measures
- Next Steps

Capital Package & Revenues

Capital Summary and Funding – All Revenue Sources

CAPITAL PROJECTS	Property Tax	BLS	PIF	REET 2	TOTAL
Economic Development infrastructure improvements	36.0	10.0		6.0	**$52.0**
Replace Fire Stations 3 & 6	20.0				**$20.0**
Renovation/seismic upgrade Fire Stations 4, 5, & 8	5.2				**$5.2**
Revitalize 4 community parks (Bagley, Marine, Shaffer, Wintler)	21.5		16.0		**$37.5**
Capital Renovation – 12 neighborhood parks	9.0				**$9.0**
Develop 4 new neighborhood Parks (Landover-Sharmel, Hambleton, Lauren, Rose Village)	4.8		2.5		**$7.3**
Total 10-Year Capital Program*	**$96.5**	**$10.0**	**$18.5**	**$6.0**	**$131.0**

*Excluding Operations Center replacement

City of Vancouver Washington

A STRONGER VANCOUVER

Programs & Services – Council Direction February 10

	Sources (millions)				
FUNCTION	**Property Tax**	**Business License Surcharge**	**Utility Tax**	**Admissions Tax**	**Total**
Public Safety	$2.30	$1.20	$1.00		**$4.50**
Economic Vitality	$1.70	$1.10	$1.20	$0.50	**$4.50**
Neighborhood Vibrancy (includes Parks O&M)	$1.60	$1.70	$1.70		**$5.00**
TOTAL	**$5.6**	**$4.0**	**$3.9**	**$0.5**	**$14.0**

Programs & Services – Program Revenue Source Split

	Levy	Council manic
Economic Vitality		
Homelessness		
Day Center & HART		$1.7
Shelter	$1.4	
District Plans & Implementation	$0.3	$0.3
Pedestrian, bike, art & culture		$0.8
Public Safety		
EMS Rescue units	$1.3	$1.0
Problem Oriented Policing	$1.0	
Safe Streets, Fire Prevention		$1.2
Neighborhood Vibrancy (includes O&M parks)	$1.6	$3.4
TOTAL FUNDING, PROGRAMS	**$5.6**	**$8.4**

VOTED PROPERTY TAX REVENUES

Property Tax Increase Tools

- Option 1 -- Excess levy: Capital General Obligations bonds: 20 yrs. + permanent Operating **Levy Lid Lift**
  - Repays debt (over the life of the debt)
  - 60% voter approval, 40% voter turnout from the last general election
  - Drops off after debt is paid off
- Option 2 -- Capital Levy Lid Lift (9 yrs.) + Operating Levy Lid Lift permanent
  - 50 % voter approval
  - Capital Levy Drops Off in year 10
- Option 3 – Single Levy Lid Lift
  - 50% voter approval
  - Capital would likely be a combination of pay as you go + debt = more projects costs, less financing costs

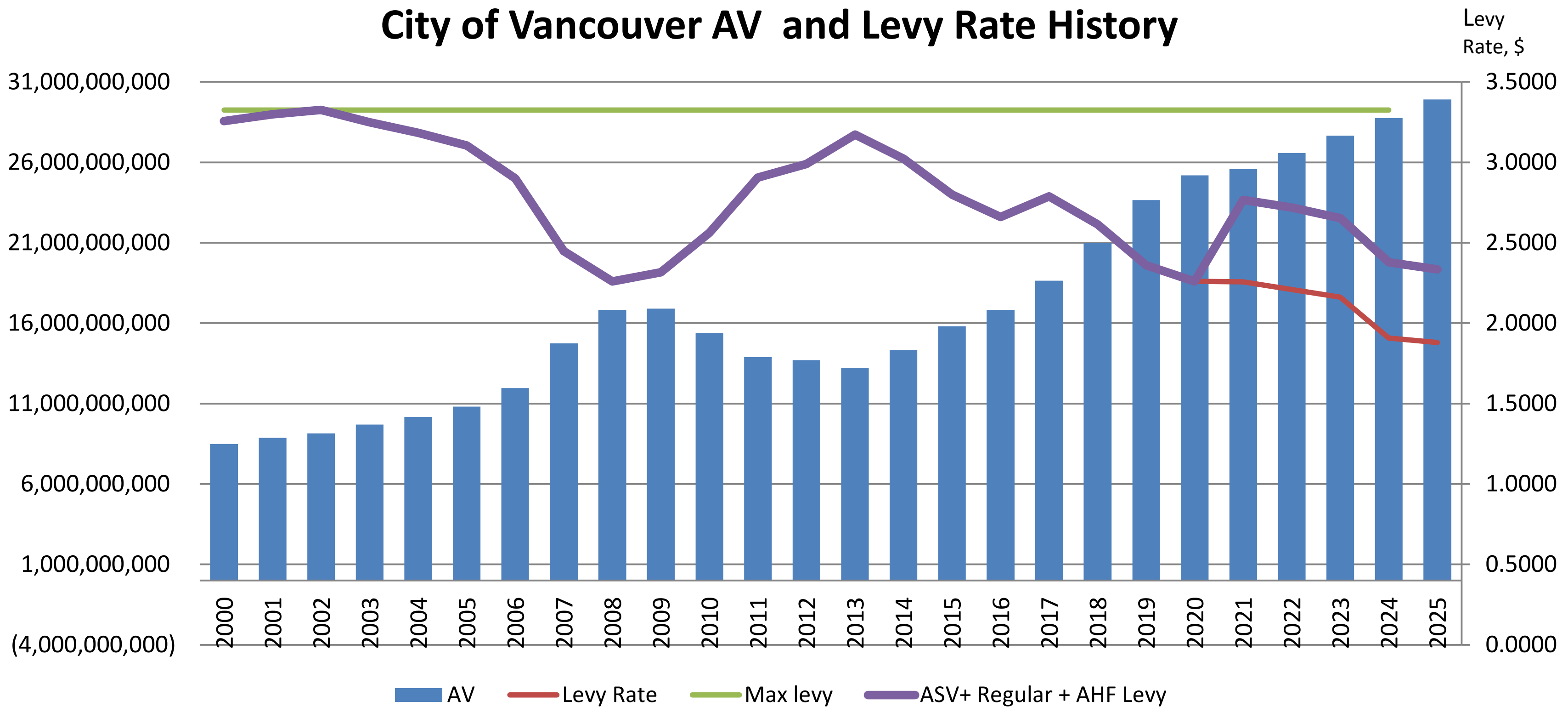
Voted Property Tax Tools

	"Single Year" Levy Lid Lift	"Multi Year" Levy Lid Lift	Excess levy -- Bond
Years to exceed 1% annual growth	1	Up to 6	Matches debt schedule
Type	Temporary, (including Capital), or Permanent	Temporary, (including Capital), or Permanent	Duration of the bonds
Temporary Option	After measure expires, levy reverts as if lid lift never occurred	After measure expires, levy reverts as if lid lift never occurred	After measure expires, levy reverts as if lid lift never occurred
Permanent Option	Year 1 levy is used to calculate all future 1% levy increases	Levy amount in the final year are used to calculate all future levy increases	N/a
May be used for	All governmental purposes	Any purpose as stated in the ballot measure	Capital, except for equipment replacement
Election date	Any special, primary, or general	Primary or general	
Voter Approval	Simple majority	Simple majority	Supermajority (60%)
Exemption for Senior, Disabled	Yes	Yes	Yes
Words to describe on the ballot	75	75	75

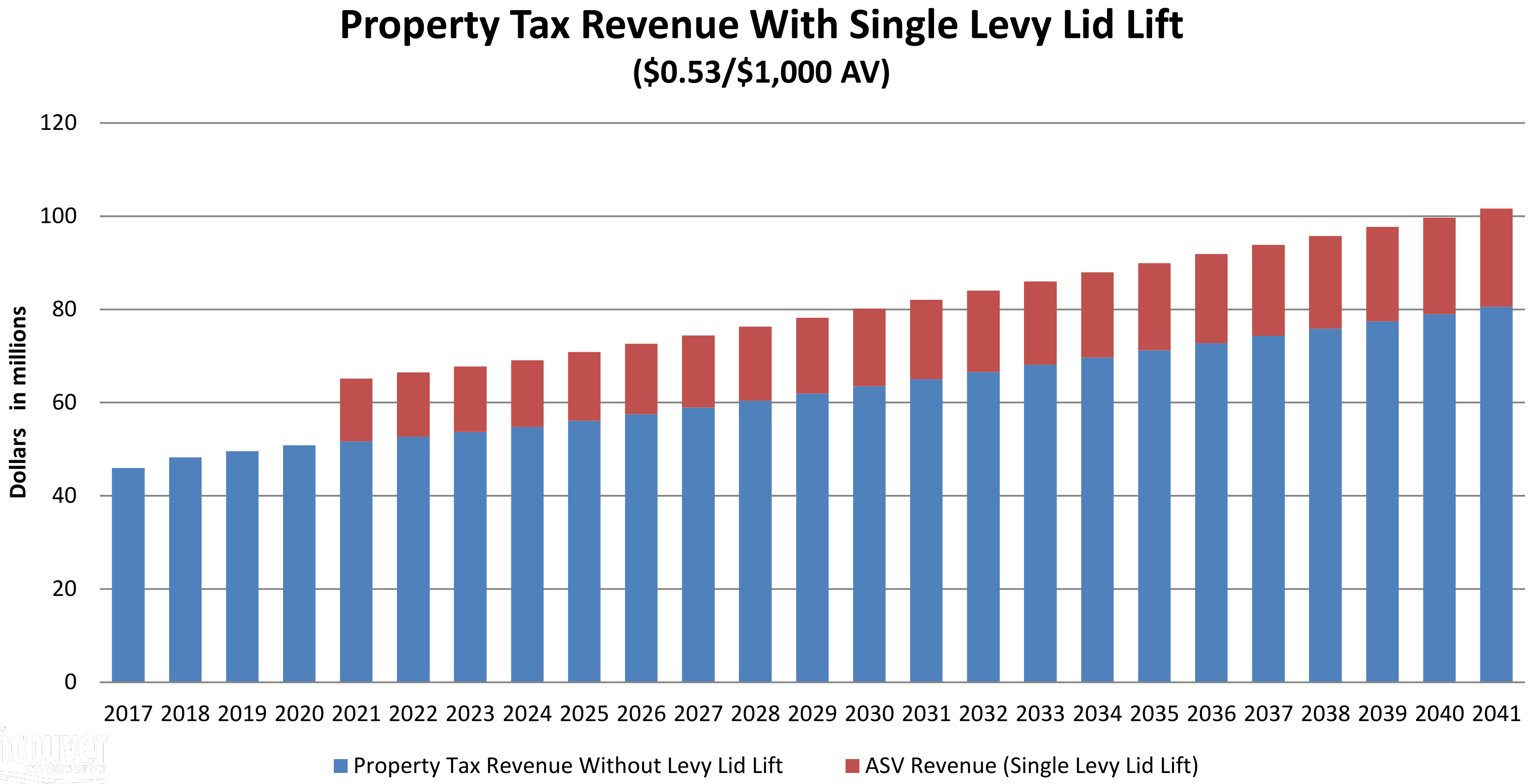
Voted Property Tax Tools

	Option 1	Option 2	Option 3
Capital Levy Lid Lift 9 yr.		$0.54	
Excess Levy: Capital Bond, 20 yr.	$0.31		
Levy Lid Lift: Capital + Operating Permanent			$0.53
Levy Lid Lift: Operating - maintaining capital projects		$0.054	
Levy Lid Lift: Operating- Program Funding	$0.22	$0.16	
Total	**$0.53**	**$0.76**	**$0.53**

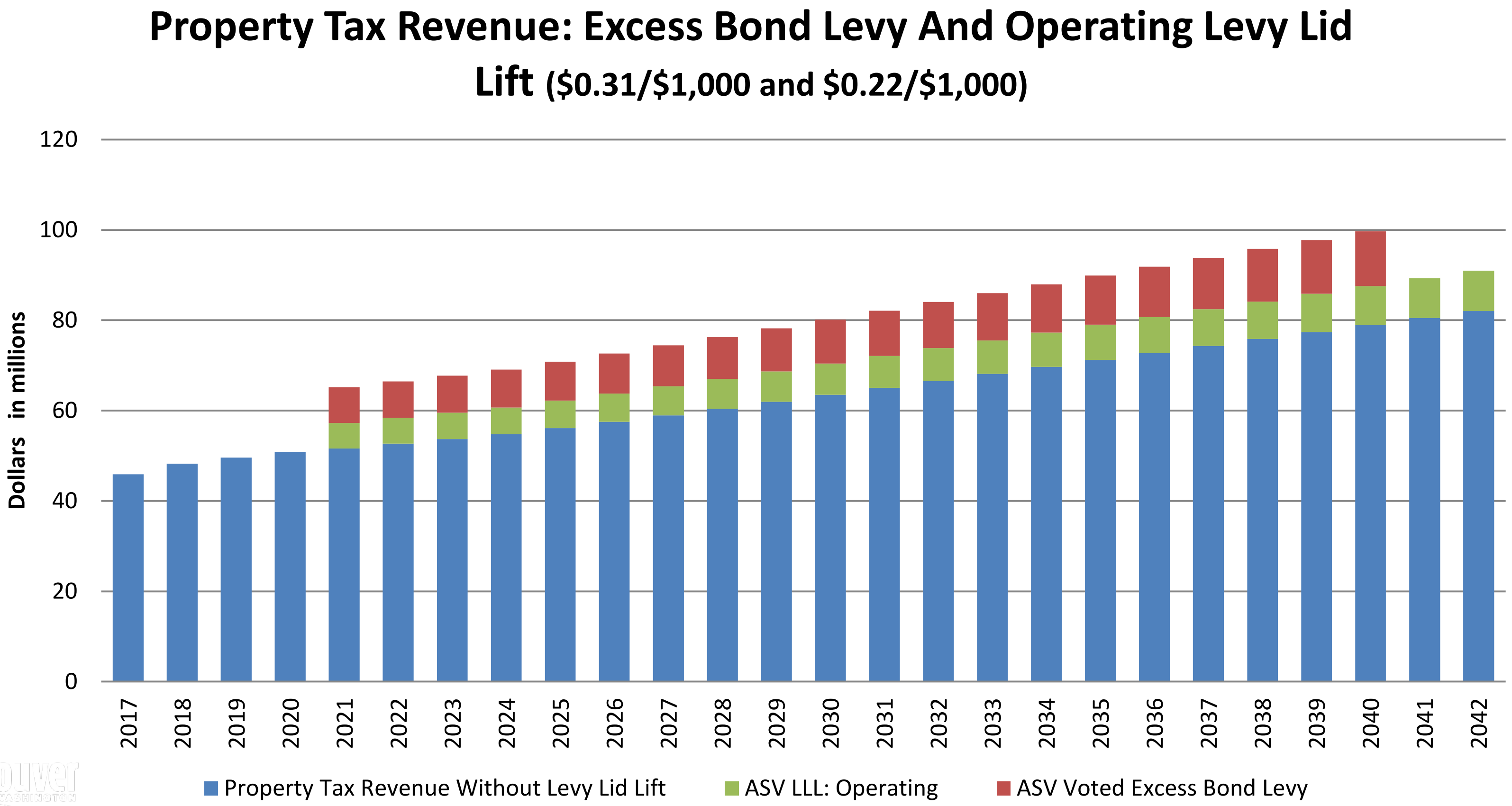
Property Tax: Levy Rate Adjusted for ASV



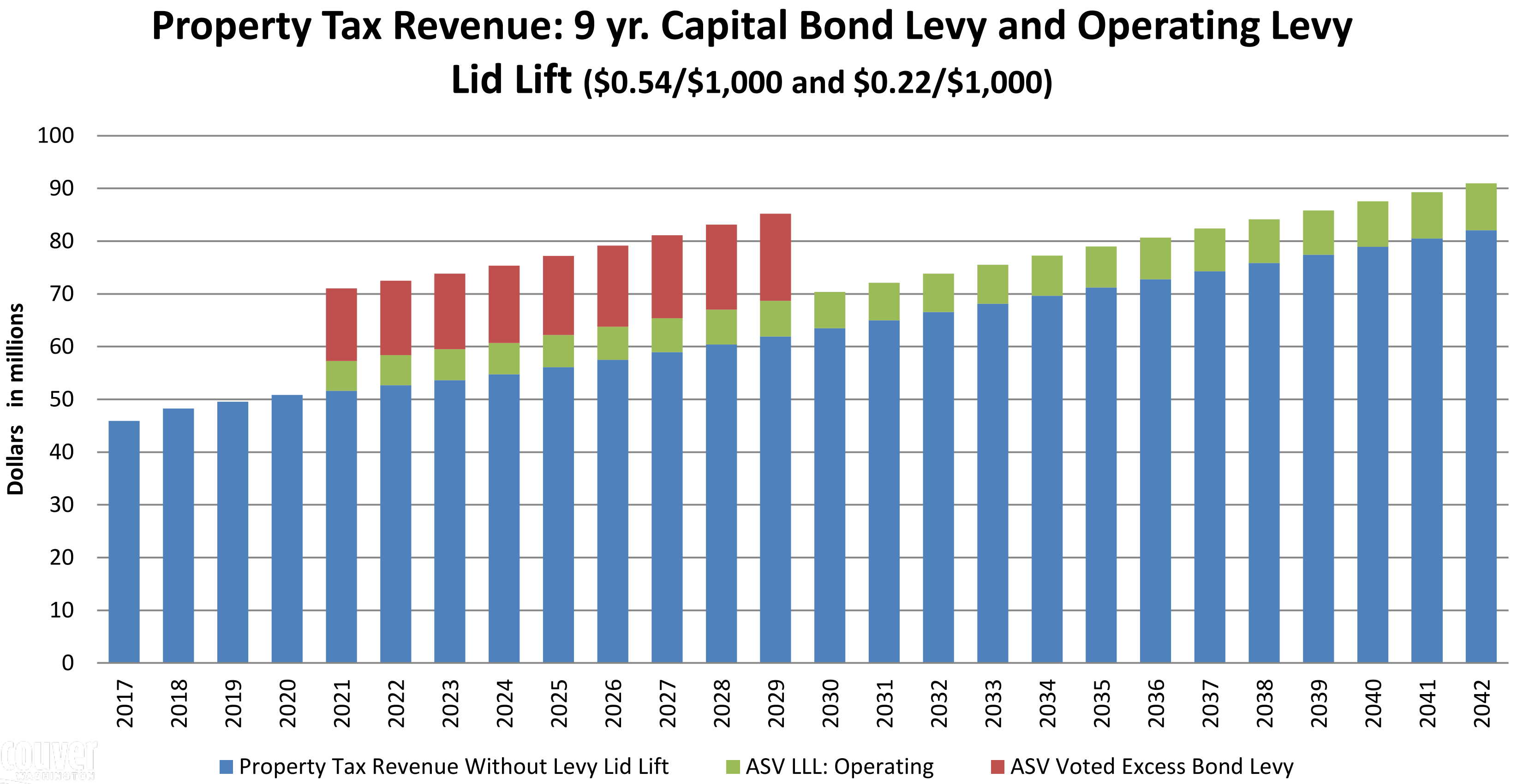
Property Tax: Single-Year Permanent Levy Lid Lift



Property Tax: Excess Bond Levy for Capital and Single-Year Permanent Levy Lid Lift for Operating



Property Tax: 9-year Capital Levy Lid Lift and Single-Year Permanent Levy Lid Lift for Operating



Other Bond & Levy Considerations

- Bond + Levy Lid Lift
  - Multiple interrelated ballot titles – more complex
  - Different passage requirements for each title
  - “Partial-passage” risk
  - More accountability
  - Lesser longer term impact on structural solution
- Levy Lid Lift
  - Single ballot title – simpler
  - Single passage requirement – lower threshold
  - Longer term positive impact on structural solution

Property Tax: Example Ballot Language, Single Year Permanent LLL

This proposition would fund construction, maintenance and operations of facilities and programs to address homelessness, public safety, streets, parks and recreation by: (1) increasing the regular property tax levy to $xxx per $1,000 assessed value for collection in 2021; and (2) authorize use of 2026 levy amount as the base for computing levies in succeeding years. Qualifying seniors, veterans and disabled would be exempt under RCW 84.36.381. Should this proposition be approved?

(74 words)

Property Tax: Example Ballot Language: 9-year Capital Levy Lid Lift and Operating Permanent Levy Lid Lift

- Capital LLL: This proposition would fund construction of two new fire stations, parks, streets and public street infrastructure by increasing the regular property tax levy to $0.54 per $1,000 assessed value for collection in 2021; and (2) authorize use of 2022 levy amount as the base for computing levies in succeeding years for a total of nine years. Qualifying seniors, veterans and disabled would be exempt under RCW84.36.381. Should this proposition be approved?

  (71 words)

- Operating LLL: This proposition would fund programs addressing homelessness, public safety, streets, parks and recreation by: (1) increasing the regular property tax levy to $0.22 per $1,000 assessed value for collection in 2021; and (2) authorize use of 2022 levy amount as the base for computing levies in succeeding years. Qualifying seniors, veterans and disabled would be exempt under RCW84.36.381. Should this proposition be approved?

  (63 words)

Council Consideration: Impact

Revenue Tool	Rate	Small Manufacturing	Retail	Professional Service	Large Manufacturing	Single-Family Household	Multi-Family Household
Gross Receipts		*$7,500,000*	*$2,000,000*	*$1,000,000*	*$110,141,625*		
Employees (FTEs)		*37*	*20*	*8*	*750*		
SF Occupied		*37,000*	*10,000*	*4,000*	*750,000*		
Property Assessed Value		*$3,700,000*	*$1,500,000*	*$600,000*	*$60,700,000*	*$350,000*	*$75,000*
Impact with a 20-year Capital Levy + Operating							
Levy Lid Lift	$0.53	$1,968	$798	$319	$32,294	$186	$40
BLS/ FTE	$100	$3,700	$2,000	$800	$75,000	$0	$0
Admissions Tax	5%	$0	$0	$0	$0	$3	$3
Utility tax	3.25%	$455	$137	$46	$43,225	$66	$53
Total Annual Impact		***$6,123***	***$2,935***	***$1,165***	***$150,519***	***$255***	***$96***
Total Monthly Impact		***$510***	***$245***	***$97***	***$12,543***	***$21***	***$8***
Impact with a 9-year Capital Levy + Operating							
Levy Lid Lift	$0.76	$2,802	$1,136	$454	$45,976	$265	$57
BLS/ FTE	$100	$3,700	$2,000	$800	$75,000	$0	$0
Admissions Tax	5%	$0	$0	$0	$0	$3	$3
Utility tax	3.25%	$455	$137	$46	$43,225	$66	$53
Total Annual Impact		***$6,957***	***$3,273***	***$1,300***	***$164,201***	***$334***	***$112***
Total Monthly Impact		***$580***	***$273***	***$108***	***$13,683***	***$28***	***$9***

Council Consideration: Revenue Package

New Revenue Package
$25.7 million per year

- **PROPERTY TAX** — $13.7 million
- **BUSINESS TAXES** — $5.0 million
- **OTHER FEES/TAXES** — $7 million

Council Consideration: Phasing – Annual Increase

	2021	2022	2023	TOTAL Rate
Business License Surcharge	$35/FTE	$35/FTE	$30/FTE	$100/FTE
Utility Tax*	1.25%	1%	1%	3.25%
Admissions Tax	5%			5%

* The utility tax increase will be offset when utility rates are adjusted for the Operations Center project so as not to exceed forecasted general fund revenues from utility tax.

Council Consideration: Phasing – Financial Impact

	2021	2022	2023
Revenue Shortfall for the Operating	-$5.65 m	-$2.73 m	-

<u>Expenditure Impact</u>

Homelessness: Operation of the Shelter	-$2.0 m	6 mos. operations	Fully phased in
Reduction of Financial Barriers in Recreation	-$1.0 m	-$0.5 m	Fully phased in
Problem Oriented Police	-$0.5 m	Fully phased in	
Fire SUV	-$1.2 m (2 SUVs)	-$0.6 (3 SUVs)	Fully phased in
Other programs phased in over 3 years	-$0.95 m	Partially phased in	Fully phased in

Accountability measures

- Council project list resolution
- Public-Private collaboration on certain projects
- Visual dashboards
- Equity benchmarks
- ESC Oversight
- Ongoing community engagement
- Annual reporting

Next Steps

January	February	March	April
✓ Vision ✓ Capital & revenue ✓ Programs & revenue	✓ Programs & revenue ✓ Levy design	• Review complete package • Review legislative documents	• First reading, hearing • Second reading, hearing, action

Discussion

CITY OF Vancouver WASHINGTON

A STRONGER VANCOUVER

Staff Report 020-20

TO: Mayor and City Council

FROM: Eric Holmes, City Manager

DATE: 2/24/2020

SUBJECT 2020 East Curb Ramps

Key Points

- Under the City's 2020 Street Preservation and Resurfacing contracts the City is resurfacing streets with hot mix asphalt (HMA) overlay treatments and preserving streets with microsurfacing and cape seal treatments.
- Per the Federal Highway Administration (FHWA), streets receiving treatments that are considered an alteration are required to be upgraded so that existing curb ramps meet current ADA requirements. Alterations include HMA overlay treatments, cape seals and microsurfacing.
- Project includes construction of 55 curb ramps. Approximate curb ramp locations are shown on the attached map.
- City maintenance crews do not have the available labor or equipment to do the type of work being done as part of this project.

Strategic Plan Alignment

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

Present Situation

The City is issuing three separate curb ramp contracts this year as part of its 2020 pavement management program. These contracts include the "2020 East Curb Ramps, the "2020 Central Curb Ramps" and the "2020 West Curb Ramps". The purpose of splitting the work into multiple contracts is to reduce each contract to a manageable size, which helps expedite ramp construction. From a construction sequencing standpoint, it is far more efficient to construct the new curb ramps in advance of the on-street pavement management resurfacing work.

This staff report and recommended action is to award the 2020 East Curb Ramps contract only. Recommendations for the the other curb ramp projects will be made in the future.

On January 21, 2020, the City received seven bids for the subject project. The bids ranged from $442,000.00 to $634,000.00 dollars. The low bidder was responsive. The bids are as follows:

SUMMARY OF BIDS	
BIDDER	**AMOUNT**
Advanced Excavating Specialists (AES), LLC, Longview, WA	$442,300.00
NW Construction GC Inc., Battle Ground, WA	$539,550.00
Lee Contractors LLC, Battle Ground, WA	$545,925.00
Clark and Sons Excavting, Inc., Battle Ground, WA	$549,825.00
Halme Excavating, Inc., Battle Ground, WA	$561,025.00
3 Kings Environmental, Inc., Battle Ground, WA	$598,366.83
MJ Hughes Construction, Vancouver, WA	$633,850.00
Engineers' Estimate	*$550,000.00 to $600,000.00*

Advantage(s)

1. Will construct curb ramps in advance of the annual paving contract, which will allow the paving to be done much faster and more efficiently.
2. Will ensure that cuts in the street from ramp construction will be completed before the final paving, which will prolong the life of the new pavement.
3. Will install ADA compliant curb ramps at intersections with sidewalks but without ramps.

Disadvantage(s)

1. Neighborhood residents, businesses and local traffic will be inconvenienced during the construction period at the various locations; however, the construction duration at each location is short, with traffic able to drive through construction zones, which will minimize the temporary inconvenience.
2. Construction will generate noise in the area; however, the contractor will not be working in one spot the entire time with all work expected to be complete within a few days at each location.

Budget Impact

The project is currently funded through the Pavement Management Program in the Street Fund ($500,000.00). No additional budget appropriation is required.

Prior Council Review

None

Action Requested

On February 24, 2020, award a construction contract for the 2020 East Curb Ramps project to the lowest responsive and responsible bidder, and authorize the City Manager or his designee to sign a contract with Advanced Excavating Specialists (AES), LLC from Longview, Washington, at their bid price of $442,300.00, which includes Washington State sales tax.

Chris Sneider, Senior Civil Engineer, 487-8239

ATTACHMENTS:

- Ramp Location Map
- Contract

12/11/2019

CITY OF VANCOUVER, WASHINGTON

Vancouver
WASHINGTON

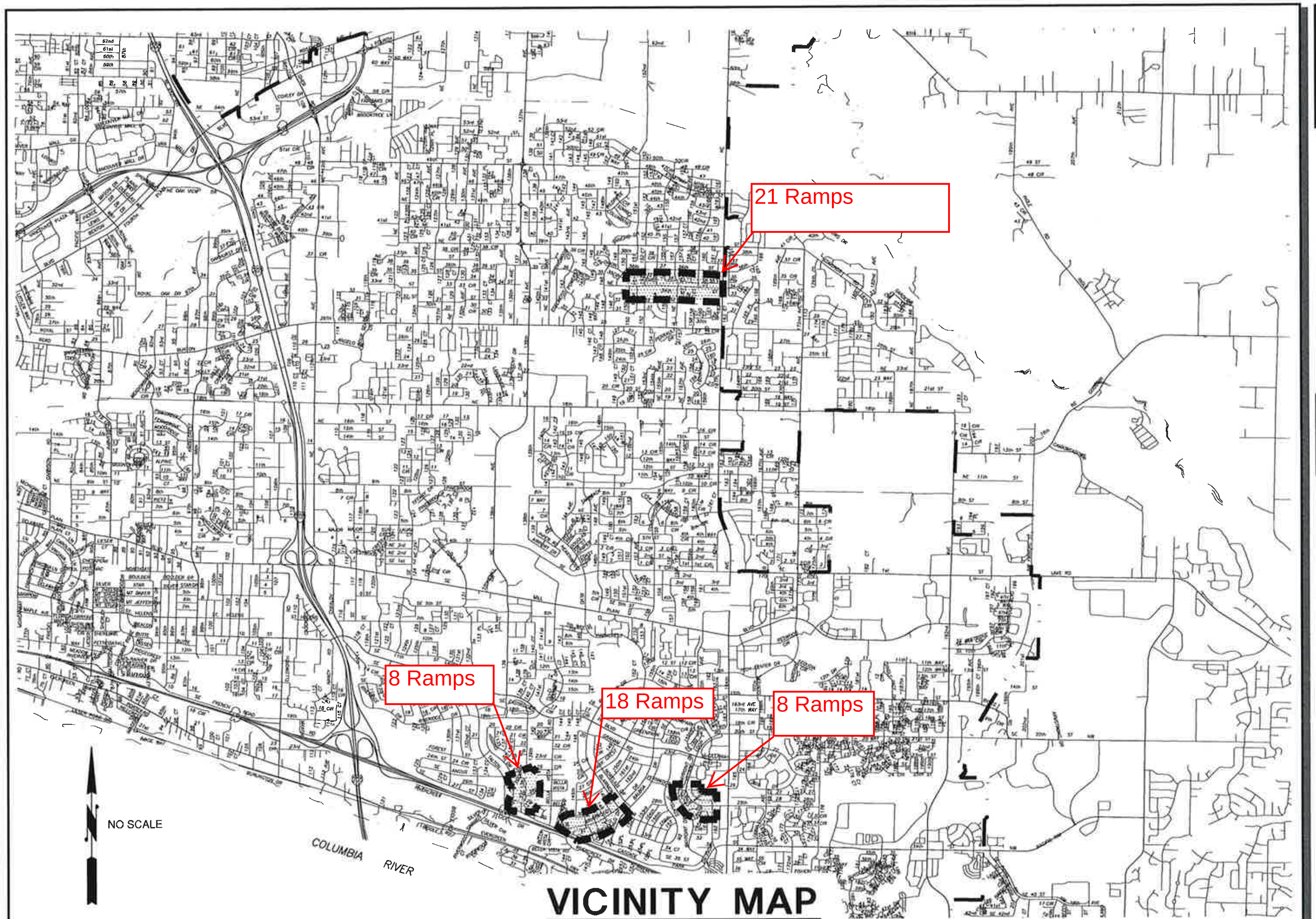
PLANS FOR PROPOSED

2020 EAST CURB RAMPS

JANUARY 2020

PROJECT NUMBER - 072820
BUDGET NUMBERS: 103-CC-0167PRJ072820-ACT587

102-CC-0167PRJ072820-ACT587 - ADMINISTRATION/ENG
102-CC-0167PRJ072820-ACT587 - INSPECTION
103-CC-0167PRJ072820-ACT587 - CONTRACTOR PAYMENT
102-CC-0167PRJ072820-ACT587 - SURVEY



VICINITY MAP

SHEET INDEX

	SHT. NO.	CAT. NO.	DESCRIPTION
GENERAL	1	G01	COVER SHEET
	2	G02	GENERAL NOTES, ABBREVIATIONS AND LEGEND
	3	G03	SHEET INDEX
STREET	4–24	C01–C21	CURB RAMP DETAILS
STANDARD DETAILS	25–29	D01–D05	STANDARD DETAILS

CALL 2 BUSINESS DAYS BEFORE YOU DIG
1-800-424-5555
"It's the Law"
CLARK COUNTY UTILITIES COORDINATING COUNCIL

PUBLIC WORKS - TRANSPORTATION
P.O. BOX 1995
VANCOUVER, WA 98668-1995
360-487-7750
FAX: 360-487-4781

wallis engineering
215 W 4th Street, Suite 200
Vancouver, WA 98660
360.695.7041

APPROVAL BY: [signature]
ENGINEERING MANAGER

SHEET 1 OF 29

2020 EAST CURB RAMPS

P:\CITY OF VANCOUVER\2018 OC ENGINEERING SVCS\04 2020 EAST RAMPS\500 DWG\501 PLAN SHEETS\G1.DWG

CITY OF VANCOUVER

CONTRACT # _______________

ITB #20-01: 2020 EAST CURB RAMPS

THIS CONTRACT effective this _____ day of __________, 2020 is entered into by and between Advanced Excavating Specialists, LLC, 1010 Columbia Boulevard, Longview, WA 98632, hereinafter referred to as the Contractor, and the City of Vancouver, a municipal corporation of the State of Washington, hereinafter referred to as the Owner.

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

This contract provides for the improvement of *** curbs, sidewalks, excavation, minor paving *** and other work, all in accordance with the attached Contract Plans, these Contract Provisions, and the Standard Specifications.

The contract work shall be fully complete within 65 working days from the Notice to Proceed date.

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

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

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

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

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

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

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

____$442,300.00____

Four Hundred Forty Two Thousand Three Hundred Dollars and 00/100 ____________

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

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

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

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

8. **Payment of Labor**: The Contractor agrees that all laborers, workers, or mechanics employed by it or by any subcontractor in the performance of this Contract will be paid not less than the prevailing rate of wage for an hours work, in accordance with the provisions of the Chapter 39.12 RCW, and all rules and regulations promulgated pursuant thereto. The State of Washington prevailing wage rates applicable for this public works project, which is located in Clark County, may be found at the following website address of the Department of Labor and Industries: https://fortress.wa.gov/lni/wagelookup/prvWagelookup.aspx. Based on the Bid submittal deadline for this project, the applicable effective date for prevailing wages for this project is **January 21, 2020.**

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

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

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

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

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

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

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

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

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

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

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

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

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

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

If it is later determined by the Owner that the Contractor had an excusable reason for not performing, such as a strike, fire, or flood, or events which are not the fault of or are beyond the control of the Contractor, the 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.

17. **Opportunity to Cure:** The Owner at its sole discretion may in lieu of a termination allow the Contractor to cure the defect(s), by providing a "Notice to Cure" to Contractor setting forth the remedies sought by Owner and the deadline to accomplish the remedies. If the Contractor fails to remedy to the Owner's satisfaction the breach or default of any of the terms, covenants, or conditions of this Contract within the time stated time, the Owner shall have the right to terminate the Contract without any further obligation to the Contractor. Any such termination for default shall not in any way operate to preclude the Owner from also pursuing all available remedies against the Contractor and it's sureties for said breach or default, including but not limited to termination of this Contract for convenience.

18. **Bid Documents & Contract**: The complete Contract includes these parts: this Contract, the terms of this Invitation to Bid and any addenda thereto, the Contractor's complete Bid Form, the City of Vancouver Amendments to the 2018 WSDOT Standard Specifications, the Special Provisions and Plans are all incorporated herein and made a part of this Contract by this reference. These parts complement each other in describing a complete Work. Any requirement in one part binds as if stated in all parts.

19. **Order of Precedence:** Any inconsistency in the parts of the contract shall be resolved by following this order of precedence (e.g., 1 presiding over 2, 2 over 3, 3 over 4, and so forth):

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

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

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

Contractor:
Mike LaFave
Member
Advanced Excavating Specialists, LLC
1010 Columbia Boulevard
Longview, WA 98632

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

CITY OF VANCOUVER
A municipal corporation

____
Eric Holmes, City Manager

____
Date

Attest:

____
Natasha Ramras, City Clerk

Approved as to form:

____
Jonathan J. Young, City Attorney

CONTRACTOR:

____
Signature:

____
By: Printed Name / Title

____
Date:

Staff Report 021-20

TO: Mayor and City Council

FROM: Eric Holmes, City Manager

DATE: 2/24/2020

SUBJECT Bid for Auto Body Repair Services RFP36-19

Key Points

- The City of Vancouver has need for auto body repair services and related services.
- On average, the City of Vancouver spends approximately $100,000 annually for auto body repair and related services.

Strategic Plan Alignment

N/A

Present Situation

The City of Vancouver has need for auto body repair and other related services. A Request for Proposals (RFP) for Auto Body Repair Services was issued on 11/22/2019 and closed on 12/11/2019. (RFP #36-19). The City completed the review process and determined that NW Collision Services was the most qualified response.

Equipment Services is requesting Council authorization to enter into a contract with NW Collision Services for five (5) years. Equipment Services is also requesting Council approval to spend up to approved levels by the Council in the 2020 Budget and authorization to continue to purchase using this contract up to the amounts approved by Council in the City's future budget processes.

On average the City of Vancouver spends approximately $100,000 annually for auto body repairs and related services. The projected costs are expected to be over $300,000 during the life of the contract.

Advantage(s)

1. The City will enter into a competitively bid contract for auto body repair and related services.
2. The contract is good for a period of five (5) years.

Disadvantage(s)
None.

Budget Impact
Actual expenditures under this contract are subject to current and future budget appropriations approved by City Council. The expenditures under this contract are projected to average approximately $100,000 in 2020.

Prior Council Review
None.

Action Requested
Authorize the City Manager to execute the contract with NW Collision Services for the performance of auto body repair services on an as-needed basis, and authorize any subsequent legal action necessary to enforce the terms of the same.

Dan Zenger, Equipment Services Manager, 487-8205

ATTACHMENTS:

- Contract

SERVICES AGREEMENT #________________________

This Agreement made and entered into this ____________of ______, 2020, by and between the City of Vancouver, a municipal corporation, under the laws of the State of Washington, hereinafter referred to as "City" and NW Collison Services, hereinafter referred to as "Contractor", whose address is 1130 SE MLK Blvd, Portland, OR 97214.

WHEREAS, the City desires to engage the Contractor to provide Auto Body Repair Services and other related services. Contractor has agreed to offer its professional services to perform said work and

WHEREAS, the Contractor has represented by entering into this Agreement and by its response to Request for Proposal # 36-19 (RFP) that it is fully qualified to perform the work to which it will be assigned in a competent and professional manner, to the standards required by City,

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

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

1. Scope of Services.

Contractor agrees to:

Provide the City of Vancouver auto body repair services on an as-needed basis. Vehicles to be repaired will be picked up from and delivered to City facilities. Contractor is expected to have an expert staff and a facility capable of handling projects year round and provide quality service and workmanship.

Supplier must be able to provide paint and repair of a wide variety of vehicles used in municipal applications including, but not limited to: forklifts, rollers, mowers, sweepers, dump trucks, utility vehicles, new construction and repaints on single axle and tandem axle trailers.

The Supplier is expected to furnish all labor, materials, suppliers, equipment, tools, facilities, and supervision necessary to repair auto body damage on the City's fleet due to wear, age, accidents, including, but not limited to: painting, sanding, masking, fabrication (sheet metal and fiberglass), resurfacing and color blending, replacing and overhauling major components. Work does not include the application of vehicle graphics.

All workmanship must be acceptable to the standards of the trade. City staff will inspect all repaired vehicles. If quality of work or down time of vehicles is not acceptable, The City of Vancouver reserves the right to stop work and/or terminate the contract immediately.

This agreement is a purchase of services at provided in the Contractor's Proposal dated 12/11/2019. Payment for these services shall not exceed the rates as established in the contractor's proposals by reference made as part of this agreement unless authorized in writing by the City, according to section 14 of this Agreement. Individual work orders will be issued by purchase order for each repair. The purchase order shall designate the not to exceed amount of the specified work and is subject to the terms of this contract.

If additional time is needed, please refer to section 5 of this agreement. A written amendment must be attached.

2. Relation of Parties.

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

3. E-Verify

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

4. Time of Performance.

The service of the Contractor is to commence as soon as practicable after the execution of this Agreement. It is agreed services hereunder shall be completed by December, 31st 2024.

5. Delays and Extensions of Time.

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

6. Compensation and Schedule of Payments.

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

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

7. Ownership of Work Product.

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

8. Termination.

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

9. Evaluation and Compliance with the Law.

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

10. City Business and Occupation License.

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

11. Liability and Hold Harmless.

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

12. 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. The amount of coverage provided by such insurance shall be not less than Five Hundred Thousand Dollars ($500,000) combined single limit for bodily injury and property damage and not less than One Million Dollars ($1,000,000) combined single limit for bodily injury and property damage if working in the public right of way.

The Contractor agrees to the following requirements relating to insurance coverage:

a. Liability Insurance. All liability insurance required herein shall be under a comprehensive or commercial general liability and business, automobile policy. The City shall be named as an additional insured with respect to all such policies and copies of all such policies shall be furnished to the City upon request.

b. Worker's Compensation. The Contractor shall take out and maintain during the life of the Agreement, Worker's Compensation insurance for all its employees engaged in work under or pursuant to this Agreement who are required to be so covered by the laws of the State of Washington and in case any work is subcontracted, the Contractor shall require the subcontractor to provide worker's compensation insurance for all of its employees unless or to the extent that such employees are covered by the protection provided by the Contractor.

a. 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.

13. Notices.

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

City:	Contractor:
Anna Vogel City of Vancouver 415 West 6th Street P O Box 1995 Vancouver WA 98668-1995	NW Collision Service David Hall 1130 Se MLK Blvd Portland, OR 97214

14. Amendments.

This Agreement shall not be altered, changed, or amended except by an instrument in writing executed by the parties hereto. Any changes in the scope of work or compensation shall be mutually agreed upon between City and the Contractor and shall be incorporated in written amendments to this Agreement. The City Manager is hereby authorized to execute amendments on behalf of the City, including changes of compensation up to ten (10) percent of the original value.

15. Scope of Agreement.

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

16. Ratification.

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

17. Governing Law/Venue.

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

DATED this________ day of _________________________, 2020

CITY OF VANCOUVER, a municipal corporation

BY:____
Anna Vogel, Procurement Manager

Attest:

____
Natasha Ramras, CMO

________________________________, Contractor

BY:______________________________________

Title ___________________________

Approved as to form:

____
Jonathan Young, City Attorney

Item #3.

Staff Report 022-20

TO: Mayor and City Council

FROM: Eric Holmes, City Manager

DATE: 2/24/2020

SUBJECT Purchase of Self-Contained Breathing Apparatus (SCBA) Equipment and Accessories

Key Points

- The City of Vancouver Fire Department currently has an entire compliment of MSA 2002 Edition Firehawk SCBAs that have been in service for sixteen (16) years and are in need of replacing.
- The purchase of SCBA equipment and accessories will replace existing equipment and accessories and at a minimum include 133 SCBA assemblies, 6 rapid intervention team (RIT) packs, 4 supplied air respirators (SARs), 1 SAR kit, 4 SAR hose lines, 3 additional SAR ten (10) minute capacity escape cylinders, 111 additional face pieces, 30 additional sixty (60) minute cylinders and 45 additional pack soft component /harness sets.
- The agreement establishes a five (5) year contract for on-going equipment and accessory needs.
- Primary funding for the project is provided through an Assistance to Firefighters Grant (AFG) funded by the U.S. Department of Homeland Security (DHS) through the Federal Emergency Management Agency (FEMA).

Strategic Plan Alignment

Goal 2, Objective 2.1: Provide reliable and responsive police, fire and EMS services.

Present Situation

The City of Vancouver Fire Department (VFD) currently has an entire compliment of Mine Safety Appliances (MSA) 2002 Edition Firehawk SCBAs that have been in service for sixteen (16) years and are in need of replacing. The scope of this project includes replacing the existing equipment and establishing a five (5) year contract for on-going equipment and accessory needs. The DHS through FEMA has awarded the fire department a $725,453 grant under FEMA's AFG program to replace107 SCBA assemblies.

The City released a request for proposals (RFP #2-20) to select a supplier for the upcoming purchase of SCBA equipment and accessories to replace existing equipment and accessories and at a minimum include 133 SCBA assemblies, 6 RIT packs, 4 supplied air respirators (SARs), 1 SAR kit, 4 SAR hose lines, 3 additional SAR ten (10) minute capacity escape cylinders, 111 additional face pieces, 30 additional sixty (60) minute cylinders and 45 additional pack soft component/harness sets.

The City received one proposal for the purchase of SCBA equipment and accessories. The proposal from Municipal Emergency Services, Inc (MES) met the minimum requirements of the RFP. MES was chosen to be the supplier.

Advantage(s)

1. Aging SCBA equipment and accessories will be replaced with new state-–of-–the-–art SCBA equipment and accessories.
2. New SCBA equipment and accessories will reduce the amount of maintenance needed and are expected to last 15 years.

Disadvantage(s)

None

Budget Impact

The primary source of funding for the purchase is being provided by DHS through FEMA's AFG program in the amount of $725,453. City decision package FR00113 approved funding for the remaining cost of this purchase in 2019.

Prior Council Review

None

Action Requested

Authorize the City Manager or his designee to approve a contract and any required contract amendments with MES, for the SCBA equipment and accessories purchase. The amount of this purchase is $1,353,870.26

Doug Koellermeier, Deputy Fire Chief, 487-7218

ATTACHMENTS:

- Contract

PURCHASE AGREEMENT #__________________

This Agreement made and entered into this ____ of _________________, 2020, by and between the City of Vancouver, a municipal corporation, under the laws of the State of Washington, hereinafter referred to as "City" and Municipal Emergency Services, Inc., hereinafter referred to as "Supplier", whose address is 3801 Fruit Valley Road, Ste C, Vancouver, WA 98660.

WHEREAS, the City desires to engage the Supplier to provide Self Contained Breathing Apparatus (SCBA) Equipment and Accessories and other related services for the Vancouver Fire Department as described in this agreement. Supplier has agreed to offer its goods and services to perform said work; and

WHEREAS, the Supplier has represented by entering into this Agreement and by its response to Request for Proposal # 2-20 (RFP) that it is fully qualified to perform the work to which it will be assigned in a competent and professional manner, to the standards required by City,

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

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

1. Scope of Services.

Supplier agrees to provide SCBA equipment, training, and accessories as required by the RFP and the Supplier's proposal by reference made a part of this contract. This shall refer to all necessary components including, but not limited to, the following:

- Complete SCBA assembly:
  - Pack
  - Face piece assembly
  - Two (2) 45 minute capacity cylinders
- Rapid Intervention Team (RIT) pack:
  - First and second stage regulators
  - Face piece assembly
  - Emergency Breathing Support System (EBSS)
  - Universal Air Connection high pressure emergency airline hose
  - RIT bag
  - One (1) 60 minute capacity cylinder
- Supplied Air Respirator (SAR) System:
  - Supplied Air Respirator with ten (10) minute capacity escape cylinder
  - Supplied Air Respirator Kit (manifold/regulators/valves/connection to SCBA cylinders, etc.)
  - Supplied Air Respirator 200 foot hose lines

The Supplier must be able to deliver the SCBA equipment in the desired quantities between 30 and 90 days of the order placement.

The SCBA Equipment required by this contract shall be approved by NIOSH, under 42 CFR, Part 84 for chemical, biological, radiological, and nuclear protection (CBRN) and compliant with all requirements of the NFPA 1981, Standard on Open-Circuit SCBAs for Emergency Services, 2018 edition and NFPA 1982, Standard on Personal Safety Alert Safety Systems (PASS), 2018 edition.

This agreement is a purchase of professional services at the rates attached. Payment for these services shall not exceed $1,353,870.26 unless authorized in writing by the City, according to section 14 of this Agreement. If additional time is needed, please refer to section 8 of this agreement. A written amendment must be attached.

2. Relation of Parties.

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

3. E-Verify

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

4. Time of Performance.

The term of this contract shall be from March 1, 2020 through February 28, 2025.

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; Purchase Orders; Supplier's submitted proposal to RFP No. 2-20; and RFP No. 34-19.

6. General Requirements

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

7. Purchase Order

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

8. Delays and Extensions of Time.

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

9. Compensation and Schedule of Payments.

City shall pay the Supplier at the rates indicated in the proposal, not to exceed the amount set forth in Section 1 for goods and services purchased under the terms of this Agreement. This is the maximum amount to be paid under this Agreement and it shall not be exceeded without City's prior written authorization in the form of a negotiated and executed supplemental agreement. Such payment shall be full compensation for work performed or services rendered and for all labor, materials, supplies, equipment and incidentals necessary to complete the project as set forth herein. The Supplier shall submit invoices to City covering goods and services. Payments to Supplier shall be made within thirty (30) days from submission of each invoice.

The City reserves the right to correct any invoices paid in error according to the rates set forth in this agreement. City and Supplier 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.

10. Ownership of Work Product.

Any and all work product prepared by the Supplier 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 Supplier hereby further assigns all copyright interests in such work product to the City. A copy may be retained by the Supplier. Previously owned intellectual property of Supplier, and any know-how, methodologies or processes used by Supplier to provide the services or project deliverables under this Contract shall remain property of Supplier.

11. Termination for Convenience.

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

12. Termination for Cause.

In the event the Supplier is, or has been, in violation of the terms of this Contract, including the Invitation to Bid, the City reserves the right, upon written notice to the Supplier, 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 Supplier setting forth the manner in which the Supplier is in default. The Supplier will be paid only the contract price for goods purchased in accordance with the manner of performance set forth in the Contract.

If it is later determined by the City that the Supplier 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 Supplier, the City after setting up a new delivery or performance schedule, may allow the Supplier to continue work or treat the termination as a termination for convenience.

13. Opportunity to Cure.

The City at its sole discretion may in lieu of a termination allow the Supplier to cure the defect(s), by providing a "Notice to Cure" to Supplier setting forth the remedies sought by Owner and the deadline to accomplish the remedies. If the Supplier fails to remedy to the City's satisfaction the breach or default of any of the terms, covenants, or conditions of this Agreement within the stated time, the Owner shall have the right to terminate this Agreement without any further obligation to the Supplier. Any such termination for cause shall not in any way operate to preclude the Owner from also pursuing all available remedies against the Supplier and it's sureties for said breach or default, including but not limited to termination of this Contract for convenience.

14. Prices:

Proposed prices must be valid for one year from the effective date of this Agreement. Price adjustments may be requested for consideration each year thereafter; the City, at its sole discretion, may approve that request. Request for price increases shall be supported by the applicable Consumer Price Index- All Urban Consumers (Seattle-Tacoma-Bremerton) area for the immediate, previous four (4) quarters.

Supplier warrants that prices of materials set forth herein do not exceed those charged by the Supplier to any other customer purchasing the same under similar conditions and in like or similar quantities.

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

15. Performance of Work.

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

16. Liability and Hold Harmless.

Supplier 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 Supplier or subsupplier or agent even if Supplier is thus otherwise immune from liability pursuant to the workers' compensation statute, Title 51 RCW, except to the extent that such liability arises from the concurrent negligence of both the City and the Supplier, such cost, fees and expenses shall be shared between the City and the Supplier in proportion to their relative degrees of negligence. Supplier specifically acknowledges the provisions contained herein have been mutually negotiated by the parties and it is the intent of the parties that Supplier provide the broadest scope of indemnity permitted by RCW 4.24.115. Supplier is an independent Supplier and responsible for the safety of its employees.

17. Insurance.

Commercial and General Liability Insurance:

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

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

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

18. Notices.

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

City:	Supplier:
Anna Vogel City of Vancouver 415 West 6th Street P O Box 1995 Vancouver WA 98668-1995	Joshua Varner Municipal Emergency Services, Inc 3801 Fruit Valley Rd, Suite C Vancouver, WA 98660

19. Amendments.

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

20. Scope of Agreement.

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

21. Clean Air Act and Federal Water Pollution Control Act.

Supplier must agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401–7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251–1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).

22. Byrd Anti-Lobbying Amendment.

Byrd Anti-Lobbying Amendment (31 U.S.C. 1352)—Suppliers that apply or bid for an award of $100,000 or more must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award.

23. Procurement of Recovered Materials.

Supplier must comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds $10,000 or the value of the quantity acquired during the preceding fiscal year exceeded $10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

24. Warranties.

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

25. Non-Discrimination and Equal Employment Opportunity.

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

26. Ratification.

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

27. Governing Law/Venue.

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

[SIGNATURES ON FOLLOWING PAGE]

DATED this__________ day of _________________________, 2020.

CITY OF VANCOUVER, a municipal corporation

By:___________________________________
Eric Holmes, City Manager

Attest:

____
Natasha Ramras, City Clerk

Supplier:
Municipal Emergency Services, Inc.

____

Title:_________________________________

Date: _____________

Approved as to form:

____
Jonathan J. Young, City Attorney

Item #4.

Staff Report 023-20

TO: Mayor and City Council

FROM: Eric Holmes, City Manager

DATE: 2/24/2020

SUBJECT Agricultural lease renewal for the Vancouver Lake Lowlands with Firestone Pacific Foods LLC

Key Points

- Firestone Pacific Foods, LLC (FPF), has leased this property from the City of Vancouver since 2000.
- Several changes have occurred since their current 25-year lease was approved in 2007 (Exhibit A) thus necessitating an updated lease reflecting actual operations.
- A portion of this property is included in a "Vancouver Lake Wetlands Restoration Project" that occurred in 2004 where the City of Vancouver entered into a Site Specific Agreement with Ducks Unlimited, Inc. until 2029. This agreement restricts the uses of certain portions of this property to certain specific agricultural activities for the purpose of benefiting migratory waterfowl.
- FPF has been an exceptional steward of the land and completed cost maintenance in Area C over the past lease period.
- City Council is being asked to approve a 10-year lease renewal to continue leasing the property for both berry and grass/grain crops.

Strategic Plan Alignment

N/A

Present Situation

In 1994, with Council authorization, the City of Vancouver acquired 140 acres of the Dugan Estate, located within the southeast portion of the Vancouver Lake Lowlands. The City's acquisition followed Clark County's purchase of the remaining balance of the Dugan Estate and the neighboring Cenex property. Until 2000, the City and County portions of the property were managed through separate lease agreements with Erickson Farms.

In 1999, the Parks and Recreation Department negotiated directly with Erickson Farms and FPF for a new lease package of the properties which would provide more emphasis on long term maintenance, improving wildlife habitat, and revenue generation.

Since then, the property has undergone significant changes and is need of being updated as follows:

1. The current lease (Exhibit A) is between Vancouver-Clark Parks and Recreation Department (VCPRD) & FPF, however, VCPRD is no longer in existence.
2. There was a land swap between the City of Vancouver and FPF in 2014.
3. FPF has expanded its berry crops in Area B.
4. Area C has been transformed into land that can now be cultivated, due to the intense and costly maintenance FPF has performed on this property. Since select areas of Area C can now be utilized for agricultural crops, even with the high risk of flooding, the proposed lease no longer allows FPF to perform maintenance in lieu of monetary compensation.

The City proposed to manage the property as one ownership, yet divide it into three management areas (Area A, Area B, and Area C), with Area A being low risk of flooding and Area C being at a high risk of flooding annually, thus limiting what can be done with this area.

FPF has agreed to $250/acre for berry production in Area A, and $175/acre for berry production in Area B. At this time, and into the future, the City will no longer pay FPF for the maintenance work of Area C, nor will FPF make any rental payment on this portion of land due to the high risk of flooding and mix of uses.

Area C includes property managed by various agencies and partners. A majority of the area consists of property that is managed under the Wetland Reserve Program (WRP) as habitat and a food source for migratory waterfowl. The WRP is a voluntary program offering landowners the opportunity to protect, restore, and enhance wetlands on their property. The area includes a series of engineered wetlands and ponds as well as approximately 90 acres that is utilized by the City of Vancouver's Engineering Department for the application and spreading of "Agriproduct." Agriproduct is derived from the treatment of food solids from Frito Lay and Great Western Malting and has been classified as a fertilizer that is spread annually.

Advantage(s)

1. All maintenance of this property will be the sole responsibility of the lessee.
2. By having the property cultivated and leased it provides a presence protecting it from prohibited uses and encroachments.
3. FPF will continue to allow the City of Vancouver Solid Waste Department to spread Agriproduct on a portion of Area C, thus saving the City the cost of finding other ways to manage this product.
4. This property is limited to being used for agricultural purposes as well as critical wildlife habitat.
5. The City will receive annual revenue for this lease.

Disadvantage(s)

1. The property will have limited public access while it is leased.
2. The lease has the inclusion of termination language, which requires the Lessor to reasonably compensate the Lessee if it becomes necessary to terminate the agreement without cause

prior to the harvesting of a crop older than four years old. After a crop is four years old, no compensation is required. Neither party anticipates this becoming an issue.

Budget Impact

The lease includes annual revenue of $17,950 to the general fund.

Prior Council Review

None.

Action Requested

Authorize the City Manager to execute the Real Property Lease Agreement with Firestone Pacific Foods, LLC, and authorize any subsequent legal action necessary to enforce the terms of the same.

Jeremy Kanooth, Park Developer, 487-8320

ATTACHMENTS:

- Exhibit A - Existing lease from 2007
- Real Property Lease Agreement with map of property

PK 07-138

REAL PROPERTY LEASE AGREEMENT

This Lease Agreement (this "Lease") is made effective as of May 1, 2007,, by and between City of Vancouver ("Lessor"), Clark County ("Lessor"), and Firestone Packing Company, Inc. ("Lessee"). The parties agree as follows:

WITNESSETH:

For the rental and upon the terms, conditions and stipulations hereinafter set forth, the Lessor hereby leases to the Lessee the real property situated in the County of Clark, State of Washington.

The parties agree as follows:

PREMISES. Lessor, in consideration of the lease payments and maintenance services provided in this Lease, leases to Lessee farmland (the "Premises") located in the Vancouver Lake Lowland area of Clark County, including the shed located at the entrance to the property from Fruit Valley Road. The Premises will be referred to as the "Vancouver Lake Lowlands – Dugan Estate." An aerial print of the Premises is attached as Exhibit A.

The Premises consists of three management areas, titled **Area A, Area B**, and **Area C**. Each area shall be managed and maintained at an acceptable level and in compliance with all local, state, and federal laws and ordinances.

Area A

Area A will be primarily managed for the production of berries, but is not limited to, row crops, grain crops, etc. Lessee may utilize the existing well. The cost, maintenance and proper operation of the well pump and utilities will be the responsibility of the Lessee. Any area not planted with approved crop shall be maintained in an appropriate manner for good appearance and to prevent the uncontrolled spread of noxious weeds. Existing weeds shall either be removed at Lessor expense and/or controlled by Lessee to current conditions.

Lessee shall utilize a portion of the existing pole barn for farm-related machinery and equipment pertaining to this lease. Lessor shall retain one bay of the pole barn. Lessor and Lessee shall make every available effort to prevent public access to the Premises to prevent illegal activity from taking place. Maintenance issues on the pole barn will be discussed on a case by case basis. Lessee assumes use of the pole barn in an "as is" condition. Improvements and/or modifications must be approved by Lessor.

Area B

Area B will be primarily managed for the production of berries. However, if Lessee decides not to manage the area for berry production, the area shall be managed in a manner that is primarily beneficial for and supportive of wildlife habitat. Other than berries, any crops that may be planted shall be limited to crops that are beneficial to wildlife. These annual crops may include, but are not limited to, grain crops, grasses, corn, etc., with portions of them left in the area for the wildlife.

Area C

Area C will require varying degrees of maintenance and management. Primarily, the area will require weed management, periodic mowing, and annual discing. Lessee shall be allowed to expand any agricultural crop onto Area C with the prior written permission from Lessor. Lessee agrees to maintain Area C at the direction of the Lessor.

Lessee shall notify Lessor prior to planting all crops. This will assist Lessor and Lessee by documenting appropriate acreage and age of the crop(s), in the event of early termination.

TERM. The lease term shall begin on May 1, 2007 and terminate on November 30, 2032.

TERMINATION: Either party may terminate this lease upon 30 days written notice to the other party, for any reason. If it becomes necessary for the Lessor to terminate the lease prior to the harvesting of crop, Lessee shall be reasonably compensated by Lessor. Lessor and Lessee have agreed to the following formula:

If Lessor terminates the lease without cause and Lessee is not permitted to harvest a first or second-year berry crop, Lessor shall compensate Lessee at the rate of $3,000/acre. For example, a "second-year crop," could be defined as a crop planted in spring of 2007 and harvested in 2009.

If Lessor terminates the lease without cause and Lessee is not permitted to harvest a third-year berry crop, Lessor shall compensate Lessee at the rate of $2,000/acre. For example, a "third-year crop," could be defined as a crop planted in spring of 2007 and harvested in 2010.

If Lessor terminates the lease without cause and Lessee is not permitted to harvest a fourth-year berry crop, Lessor shall compensate Lessee at the rate of $1,000/acre. For example, a "fourth-year crop," could be defined as a crop planted in spring of 2007 and harvested in 2011.

If Lessor terminates the lease without cause and Lessee is not permitted to harvest a crop older than a fourth-year crop, Lessee shall receive no compensation.

RENEWAL TERMS. Lessee may extend the terms of this lease for an additional one year period, by providing Lessor written notice of intent to do so, at least sixty (60) days prior to the expiration of the original lease term hereof, provided Lessee is not in default hereunder at the time of giving such notice or on the date of expiration of the original term hereof. Lease payments and conditions of this Real Property Lease are subject to revision during the renewal term.

HOLDOVER. If Lessee maintains possession of the Premises for any period after the termination of this Lease ("Holdover Period"), Lessee shall pay to Lessor a pro-rated, lease payment for the Holdover Period based on the terms of the following Lease Payments paragraph.

LEASE PAYMENTS. The rental rate shall vary between management areas and shall be reassessed and adjusted for inflation based upon the Portland-Vancouver area CPI at year ten and year twenty of the lease.

The following annual rates shall be charged per area and are based on the current market rate, comparable leases within the area and taking into consideration the risk of flooding with the adjacent body of water (Vancouver Lake). Area B is even more at risk of flooding and therefore has been discounted even more so then Area A.

Area A-19 Acres	$250/acre
Area B-41 Acres	$175/acre

In the event of a maintenance request for Area C, Lessor shall provide a Maintenance Request Form to Lessee (attached as Exhibit B). Lessee shall reply to the request with an estimated maintenance cost. Provided Lessor approves the estimated maintenance cost, Lessee shall perform the maintenance request and provide Lessor with an actual maintenance cost. Lessee will charge $55 hour, subject to annual adjustment for inflation based upon the Portland-Vancouver area CPI, for any and all requested maintenance on Area C. Lease payments shall be determined on an annual basis by subtracting the amount of maintenance costs accrued by Lessee from the amount owed to Lessor.

Lease payments shall be due annually, on or before December 31, for the term of the lease, beginning in the year 2007. Lessee shall pay Lessor a late fee in the amount of ten percent (10%) of the lease payment due for any and each lease payment during the term of the lease that is not paid within 60 days of the due date.

TAX: In accordance with RCW Chapter 82.29A, the Lessor agrees to pay the required Leasehold Excise Tax (presently assessed at 12.84% of contract rent), which is included in the payment schedule as listed.

USE OF PREMISES/ABSENCES. Lessee shall utilize the Premises solely for the purposes stated in the lease. The Lessee will plant berries or other agreed upon crop on all or nearly all of Area A and shall either plant berries on or manage all, or nearly all, of Area B for wildlife habitat. The Lessee shall, during the entire term of this lease, maintain the crops and other necessary equipment in good condition and repair in accordance with the practices of good husbandry as related to the planting, raising and harvesting of the respective crop.

Lessee shall not allow any accumulation of any garbage, refuse, debris, scrap, vehicles, cans and the like, that may create an unsightly condition on the property. Lessee shall not commit or suffer to be committed, any waste upon the Premises.

Lessee shall notify Lessor of any anticipated extended absence from the Premises not later than the first day of the extended absence. Lessee shall be responsible to observe the adjoining City/County property and notify the City/County of any damage, illegal use, or potentially dangerous conditions which is or may impact the terms and conditions of this lease.

MAINTENANCE. Lessee shall have the responsibility to maintain the Premises in an appropriate manner at all times, including a usable access road/path, mowed fencelines, and weed control. Such weed control shall include the mowing of grasses and weeds at least annually and mowing at such additional times as Lessor reasonably directs. Chemical application may be required on Area A and/or Area B at Lessee's expense. Lessee shall maintain secure fence lines and access control. Access shall be shared among Lessor, Lessee, and any Lessor-approved Sub-Lessee. Failure to comply with this responsibility may result in the termination of this lease.

Lessee shall inform Lessor of any damage to the gate(s), fence and posts surrounding the property. If Lessee causes damage to gate(s), fence and posts, Lessee shall immediately repair/replace damaged portion of fence to the pre-damaged condition at Lessee's expense. If damage results from natural causes, wildlife, general public, or as a result of faulty installation by Lessor, the Lessor shall repair/replace damaged portion of gate(s), fence and posts.

REMODELING OR STRUCTURAL IMPROVEMENTS. Lessee may construct such fixtures, including appropriate fencing or gates or other improvements to the pole barn, on the Premises at Lessee's expense that facilitate its use for such purposes. Such construction shall be undertaken and such fixtures may be erected only with the prior written consent of the Lessor which shall not be unreasonably withheld.

RETURN OF PROPERTY: The Lessee will, at the expiration of the term of this lease or any extension thereof, or any sooner termination thereof, quit and deliver up the leased Premises in as good a state of repair as the same are now, damages resulting from flood, fire and the elements alone excepted. Lessor shall have the option to require Lessee to remove all raspberry plants and other equipment so that the land is in a condition to be used for planting of other crops. Lessor shall have 30 days from the expiration or termination of the lease to exercise Lessor option to require Lessee to clear the property. All of the costs and expenses of clearing of the land shall be the obligation of the Lessee. Lessee shall have a reasonable time to clear the property not exceeding 30 days from the date Lessor provides Lessee notice to do so.

Any buildings or improvements placed upon the property by Lessee shall become a part of such real property and will belong to Lessor, provided that Lessor may, within 30 days from the expiration or termination of the lease, direct Lessee to remove the same. In the event Lessor directs the removal of any such buildings or improvements, Lessee shall do the same at their sole expense within 30 days from the date Lessor provides Lessee notice to do so, and Lessee shall restore the property to the condition that existed at the inception of the lease.

POSSESSION. Lessee shall be entitled to possession on the first day of the term of this Lease, and shall yield possession to Lessor on the last day of the term of this Lease, unless otherwise agreed by both parties in writing.

ASSIGNABILITY/SUBLETTING. Lessee may assign or sublease interest in the Premises with the prior written consent of Lessor, which shall not be unreasonably withheld. In the event of any assignment or sublease approved by the Lessor, any assignee or Sub-Lessee shall be subject to the same conditions, obligations and terms as set forth herein, and the Lessee shall be responsible for the observance by its assignees and Sub-Lessees of the terms and covenants of this lease. In case of default by any assignee or Sub-Lessee, the Lessee, as well as the assignee or Sub-Lessee shall remain responsible for the performance by such assignee or Sub-Lessee of this lease.

If in the event, the Lessee sells its interests to another company(ies), this Lease Agreement will become null and void. The new company(ies) may however enter into a similar Lease Agreement with the Lessor so long as both parties agree to all terms and conditions.

ACCESS BY LESSOR TO PREMISES. Lessor shall have the right to enter the Premises to make inspections, provide necessary services, or show the premises to prospective buyers, mortgagees, public employees, or private citizens without prior notice.

UTILITIES AND SERVICES. Lessee shall be responsible for all utilities and services in connection with the Premises.

PROPERTY INSURANCE. Lessor and Lessee shall each be responsible to maintain appropriate insurance for their respective interest in the Premises and property located on the Premises. Lessee shall obtain, at Lessee's expense, general liability insurance covering bodily injury and property damage against any and all claims for injuries to persons or damage to property occurring upon the Premise in the amount of not less than $500,000 for injuries to persons in one accident and $200,000 for injury to any one person and not less than $20,000 with respect to damage to property. The Lessor shall be added as an additional interest with respect to this lease. All liability insurance policies will be endorsed to show this additional coverage.

There shall be no cancellation, material change, exhaustion of aggregate limits or intent not to renew insurance coverage without thirty (30) days written notice to Vancouver - Clark Parks & Recreation, Attn: Jeremy Kanooth, P.O. Box 1995, Vancouver, Washington 98668-1995. The 30 days notice of cancellation shall be physically endorsed on to the policy.

As evidence of the insurance coverage required by this lease, the Lessee shall furnish a Certificate of Insurance to Vancouver - Clark Parks & Recreation, Maintenance Division, P.O. Box 1995, Vancouver, Washington 98668-1995 within ten (10) days of the execution of this lease.

HOLD HARMLESS: Lessee shall hold harmless the Lessor from all damages of every kind and nature whatsoever that may be claimed or accrued by reason of any accident on or about the Premises where such damages are caused by Lessee, employees of the Lessee, or its agents. It is agreed that neither the Lessor or the Lessor's agents shall be liable for the death or injury to any person in or about the Premises or for the loss of or damage to any property of the Lessee. Provided, that this paragraph shall not apply to injuries, damages or death caused by sole negligence of the Lessor.

STATUTORY PROVISIONS. This lease is subject to the applicable statutory provisions of Title 59, RCW Landlord-Tenant, which by this reference, are incorporated herein as fully though as set forth verbatim.

DEFAULT. If Lessee shall default in performance of any of Lessee's obligations under this lease or shall violate any term or provisions of this lease, Lessor may, upon giving Lessee any notice required by law, terminate this lease and upon such termination, Lessee shall quit and surrender the premises to Lessor, but Lessee shall remain liable as hereinafter provided.

If this Lease is terminated as herein provided, Lessor may immediately or at any time thereafter, re-enter the Premises and remove any and all persons and property therefrom, by any suitable proceedings at law or otherwise, without liability therefor, and re-enter the Premises, without such re-entry diminishing Lessee's obligation to pay rental for the full term hereof.

DANGEROUS MATERIALS. Lessee shall only use approved practice chemicals, otherwise Lessee will not use, generate, manufacture, produce, store, release, discharge or dispose of on, under or about the property or the property's groundwater, or transport to or from the property, any Hazardous Substance and will not permit any other person to do so. Hazardous Substance means any substance prohibited or regulated under any federal, state, or local law, statute or ordinance, including but not limited to the Comprehensive Environmental Response Compensation and Liability Act of 1980 ("CERCLA") as amended, 42 USC Sections 96019675; and the Resource Conservation and Recovery Act of 1976 ("RCRA") as amended, 42 USC Sections 6901-6992.

LIENS: Lessee shall keep premises and every part thereof free and clear of any and all mechanic, materialman's, sewer and other liens.

HABITABILITY. Lessee has inspected the Premises (or has had the Premises inspected on behalf of Lessee), and acknowledges that the Premises are in a reasonable and acceptable condition for their intended use, and the agreed lease payments are fair and reasonable. If the condition changes so that, in Lessee's opinion, the usability and rental value of the Premises are adversely affected, Lessee shall promptly provide reasonable notice to Lessor.

NOTICE. Notices under this Lease shall not be deemed valid unless given or served in writing and forwarded by mail, postage prepaid, addressed as follows:

Lessor:
City of Vancouver
Clark County
c/o Vancouver - Clark Parks & Recreation
610Esther St.
PO Box 1995
Vancouver, Washington 98668-1995

Lessee:
Firestone Packing Company, Inc.
Attn: Stan Firestone
4211 NW Fruit Valley Road
Vancouver WA 98660
360-695-0040

Such addresses may be changed from time to time by either party by providing notice as set forth above.

STATUS OF PARTIES: It is agreed that for any maintenance work called for in this lease, Lessee is an independent contractor and not an employee of Lessor. Lessor is only interested in the result of the maintenance and will not supervise the manner performing the maintenance. Lessee shall be liable for any and all taxes relating to any maintenance performed.

ENTIRE AGREEMENT/AMENDMENT. This Lease Agreement contains the entire agreement of the parties and there are no other promises or conditions in any other agreement whether oral or written. This Lease may be modified or amended in writing, if the writing is signed by the party obligated under the amendment.

SEVERABILITY. If any portion of this Lease shall be held to be invalid or unenforceable for any reason, the remaining provisions shall continue to be valid and enforceable. If a court finds that any provision of this Lease is invalid or unenforceable, but that by limiting such provision it would become valid and enforceable, then such provision shall be deemed to be written, construed, and enforced as so limited.

GOVERNING LAW. This Lease shall be construed in accordance with the laws of the state of Washington.

Approved as to Form Only
ARTHUR D. CURTIS
Prosecuting Attorney

By

Marc Boldt, ~~Chair~~ Betty Sue Morris

Pat McDonnell

Pat McDonnell, City Manager

5/4/07

Stan Firestone, Firestone Packing Co., Inc.

Approved as to Form

Ted H. Gathe, City Attorney

Bronson Potter, Deputy Prosecuting Attorney

Attest

Louise Richards

Clerk

Deputy City Clerk
Carrie Lewellen

MAINTENANCE REQUEST FORM

Exhibit B

13151

HOURS ______

MATERIAL USED ____________________ COST __________ DATE: __________

REQUESTED BY; OR CONTACT PERSON: ____________________

LOCATION OF WORK TO BE DONE: ____________________

DESCRIPTION OF WORK TO BE DONE: (BE SPECIFIC-USE DRAWINGS IF NECESSARY) ______

Example ____________________

	FUND	DEPT. DIV.	BASE SUB	ELEMENT	OBJECT
CHARGE TO BUDGET NUMBERS	______	______	______	______	______

COMPLETED BY: ____________________ DATE COMPLETED: ____________________

REAL PROPERTY LEASE AGREEMENT

This Lease Agreement (this "Lease") is made effective as of June 1, 2000, by and between City of Vancouver ("Lessor"), Clark County ("Lessor"), and Firestone Packing Company, Inc. ("Lessee"). The parties agree as follows:

WITNESSETH:

For the rental and upon the terms, conditions and stipulations hereinafter set forth, the Lessor hereby leases to the Lessee the real property situated in the County of Clark, State of Washington.

The parties agree as follows:

PREMISES. Lessor, in consideration of the lease payments and maintenance services provided in this Lease, leases to Lessee farmland (the "Premises") located in the Vancouver Lake Lowland area of Clark County. The Premises will be referred to as the "Vancouver Lake Lowlands – Dugan Estate." An aerial print of the Premises is attached as Exhibit A.

The Premises consists of three management areas, titled **Area A, Area B**, and **Area C**. Each area shall be managed and maintained at an acceptable level and in compliance with all local, state, and federal laws and ordinances.

Area A

Area A will be primarily managed for the production of berries, but is not limited to, row crops, grain crops, etc. Lessee may utilize the existing well. The cost, maintenance and proper operation of the well pump and utilities will be the responsibility of the Lessee. Any area not planted with approved crop shall be maintained in an appropriate manner for good appearance and to prevent the uncontrolled spread of noxious weeds. Existing weeds shall either be removed at Lessor expense and/or controlled by Lessee to current conditions.

Lessee shall utilize a portion of the existing pole barn for farm-related machinery and equipment pertaining to this lease. Lessor shall retain one bay of the pole barn. Lessor and Lessee shall make every available effort to prevent public access to the Premises to prevent illegal activity from taking place. Maintenance issues on the pole barn will be discussed on a case by case basis. Lessee assumes use of the pole barn in an "as is" condition. Improvements and/or modifications must be approved by Lessor.

Area B

Area B will be primarily managed for the production of berries. However, if Lessee decides not to manage the area for berry production, the area shall be managed in a manner that is primarily beneficial for and supportive of wildlife habitat. Other than berries, any crops that may be planted shall be limited to crops that are beneficial to wildlife. These annual crops may include, but are not limited to, grain crops, grasses, corn, etc., with portions of them left in the area for the wildlife.

Area C

Area C will require varying degrees of maintenance and management. Primarily, the area will require weed management, periodic mowing, and annual discing. Lessee shall be allowed to expand any agricultural crop onto Area C with the prior written permission from Lessor. Lessee agrees to maintain Area C at the direction of the Lessor.

Lessee shall notify Lessor prior to planting all crops. This will assist Lessor and Lessee by documenting appropriate acreage and age of the crop(s), in the event of early termination.

TERM. The lease term shall begin on June 1, 2000 and terminate on November 30, 2012.

TERMINATION: Either party may terminate this lease upon 30 days written notice to the other party, for any reason. If it becomes necessary for the Lessor to terminate the lease prior to the harvesting of crop, Lessee shall be reasonably compensated by Lessor. Lessor and Lessee have agreed to the following formula:

If Lessor terminates the lease without cause and Lessee is not permitted to harvest a first or second-year berry crop, Lessor shall compensate Lessee at the rate of $3,000/acre. For example, a "second-year crop," could be defined as a crop planted in spring of 2000 and harvested in 2002.

If Lessor terminates the lease without cause and Lessee is not permitted to harvest a third-year berry crop, Lessor shall compensate Lessee at the rate of $2,000/acre. For example, a "third-year crop," could be defined as a crop planted in spring of 2000 and harvested in 2003.

If Lessor terminates the lease without cause and Lessee is not permitted to harvest a fourth-year berry crop, Lessor shall compensate Lessee at the rate of $1,000/acre. For example, a "fourth-year crop," could be defined as a crop planted in spring of 2000 and harvested in 2004.

If Lessor terminates the lease without cause and Lessee is not permitted to harvest a crop older than a fourth-year crop, Lessee shall receive no compensation.

RENEWAL TERMS. Lessee may extend the terms of this lease for an additional one year period, by providing Lessor written notice of intent to do so, at least sixty (60) days prior to the expiration of the original lease term hereof, provided Lessee is not in default hereunder at the time of giving such notice or on the date of expiration of the original term hereof. Lease payments and conditions of this Real Property Lease are subject to revision during the renewal term.

HOLDOVER. If Lessee maintains possession of the Premises for any period after the termination of this Lease ("Holdover Period"), Lessee shall pay to Lessor a pro-rated, lease payment for the Holdover Period based on the terms of the following Lease Payments paragraph.

LEASE PAYMENTS. The rental rate shall vary between management areas and per agricultural crop. Prior to the planting of a crop other than raspberries, Lessee and Lessor shall agree in writing on desired acreage and rental rate. Rates shall be amended into existing Real Property Lease.

The following annual rates shall apply only to those acres utilized for the production of berries.

Area A	$250/acre
Area B	$175/acre

In the event of a maintenance request for Area C, Lessor shall provide a Maintenance Request Form to Lessee (attached as Exhibit B). Lessee shall reply to the request with an estimated maintenance cost. Provided Lessor approves the estimated maintenance cost, Lessee shall perform the maintenance request and provide Lessor with an actual maintenance cost. Lessee will charge $55 hour, subject to annual adjustment for inflation based upon the Portland-Vancouver area CPI, for any and all requested maintenance on Area C. Lease payments shall be determined on an annual basis by subtracting the amount of maintenance costs accrued by Lessee from the amount owed to Lessor.

Lease payments shall be due annually, on or before December 31, for the term of the lease, beginning in the year 2000. Lessee shall pay Lessor a late fee in the amount of ten percent (10%) of the lease payment due for any and each lease payment during the term of the lease that is not paid within 60 days of the due date.

TAX: In accordance with RCW Chapter 82.29A, the Lessor agrees to pay the required Leasehold Excise Tax (presently assessed at 12.84% of contract rent), which is included in the payment schedule as listed.

USE OF PREMISES/ABSENCES. Lessee shall utilize the Premises solely for the purposes stated in the lease. The Lessee will plant berries or other agreed upon crop on all or nearly all of Area A and shall either plant berries on or manage all, or nearly all, of Area B for wildlife habitat. The Lessee shall, during the entire term of this lease, maintain the crops and other necessary equipment in good condition and repair in accordance with the practices of good husbandry as related to the planting, raising and harvesting of the respective crop.

Lessee shall not allow any accumulation of any garbage, refuse, debris, scrap, vehicles, cans and the like, that may create an unsightly condition on the property. Lessee shall not commit or suffer to be committed, any waste upon the Premises.

Lessee shall notify Lessor of any anticipated extended absence from the Premises not later than the first day of the extended absence. Lessee shall be responsible to observe the adjoining City/County property and notify the City/County of any damage, illegal use, or potentially dangerous conditions which is or may impact the terms and conditions of this lease.

MAINTENANCE. Lessee shall have the responsibility to maintain the Premises in an appropriate manner at all times, including a usable access road/path, mowed fencelines, and weed control. Such weed control shall include the mowing of grasses and weeds at least annually and mowing at such additional times as Lessor reasonably directs. Chemical application may be required on Area A and/or Area B at Lessee's expense. Lessee shall maintain secure fencelines and access control. Access shall be shared among Lessor, Lessee, and any Lessor-approved Sub-Lessee. Failure to comply with this responsibility may result in the termination of this lease.

Lessee shall inform Lessor of any damage to the gate(s), fence and posts surrounding the property. If Lessee causes damage to gate(s), fence and posts, Lessee shall immediately repair/replace damaged portion of fence to the pre-damaged condition at Lessee's expense. If damage results from natural causes, wildlife, general public, or as a result of faulty installation by Lessor, the Lessor shall repair/replace damaged portion of gate(s), fence and posts.

REMODELING OR STRUCTURAL IMPROVEMENTS. Lessee may construct such fixtures, including appropriate fencing or gates or other improvements to the pole barn, on the Premises at Lessee's expense that facilitate its use for such purposes. Such construction shall be undertaken and such fixtures may be erected only with the prior written consent of the Lessor which shall not be unreasonably withheld.

RETURN OF PROPERTY: The Lessee will, at the expiration of the term of this lease or any extension thereof, or any sooner termination thereof, quit and deliver up the leased Premises in as good a state of repair as the same are now, damages resulting from flood, fire and the elements alone excepted. Lessor shall have the option to require Lessee to remove all raspberry plants and other equipment so that the land is in a condition to be used for planting of other crops. Lessor shall have 30 days from the expiration or termination of the lease to exercise Lessor option to require Lessee to clear the property. All of the costs and expenses of clearing of the land shall be the obligation of the Lessee. Lessee shall have a reasonable time to clear the property not exceeding 30 days from the date Lessor provides Lessee notice to do so.

Any buildings or improvements placed upon the property by Lessee shall become a part of such real property and will belong to Lessor, provided that Lessor may, within 30 days from the expiration or termination of the lease, direct Lessee to remove the same. In the event Lessor directs the removal of any such buildings or improvements, Lessee shall do the same at their sole expense within 30 days from the date Lessor provides Lessee notice to do so, and Lessee shall restore the property to the condition that existed at the inception of the lease.

POSSESSION. Lessee shall be entitled to possession on the first day of the term of this Lease, and shall yield possession to Lessor on the last day of the term of this Lease, unless otherwise agreed by both parties in writing.

ASSIGNABILITY/SUBLETTING. Lessee may assign or sublease interest in the Premises with the prior written consent of Lessor, which shall not be unreasonably withheld. In the event of any assignment or sublease approved by the Lessor, any assignee or Sub-Lessee shall be subject to the same conditions, obligations and terms as set forth herein, and the Lessee shall be responsible for the observance by its assignees and Sub-Lessees of the terms and covenants of this lease. In case of default by any assignee or Sub-Lessee, the Lessee, as well as the assignee or Sub-Lessee shall remain responsible for the performance by such assignee or Sub-Lessee of this lease.

If in the event, the Lessee sells its interests to another company(ies), this Lease Agreement will become null and void. The new company(ies) may however enter into a similar Lease Agreement with the Lessor so long as both parties agree to all terms and conditions.

ACCESS BY LESSOR TO PREMISES. Lessor shall have the right to enter the Premises to make inspections, provide necessary services, or show the premises to prospective buyers, mortgagees, public employees, or private citizens without prior notice.

UTILITIES AND SERVICES. Lessee shall be responsible for all utilities and services in connection with the Premises.

PROPERTY INSURANCE. Lessor and Lessee shall each be responsible to maintain appropriate insurance for their respective interest in the Premises and property located on the Premises. Lessee shall obtain, at Lessee's expense, general liability insurance covering bodily injury and property damage against any and all claims for injuries to persons or damage to property occurring upon the Premise in the amount of not less than $500,000 for injuries to persons in one accident and $200,000 for injury to any one person and not less than $20,000 with respect to damage to property. The Lessor shall be added as an additional interest with respect to this lease. All liability insurance policies will be endorsed to show this additional coverage.

There shall be no cancellation, material change, exhaustion of aggregate limits or intent not to renew insurance coverage without thirty (30) days written notice to Vancouver - Clark Parks & Recreation, Attn: Maintenance Division, P.O. Box 1995, Vancouver, Washington 98668-1995. The 30 days notice of cancellation shall be physically endorsed on to the policy.

As evidence of the insurance coverage required by this lease, the Lessee shall furnish a Certificate of Insurance to Vancouver - Clark Parks & Recreation, Maintenance Division, P. O. Box 1995, Vancouver, Washington 98668-1995 within ten (10) days of the execution of this lease.

HOLD HARMLESS: Lessee shall hold harmless the Lessor from all damages of every kind and nature whatsoever that may be claimed or accrued by reason of any accident on or about the Premises where such damages are caused by Lessee, employees of the Lessee, or its agents. It is agreed that neither the Lessor or the Lessor's agents shall be liable for the death or injury to any person in or about the Premises or for the loss of or damage to any property of the Lessee. Provided, that this paragraph shall not apply to injuries, damages or death caused by sole negligence of the Lessor.

STATUTORY PROVISIONS. This lease is subject to the applicable statutory provisions of Title 59, RCW Landlord-Tenant, which by this reference, are incorporated herein as fully though as set forth verbatim.

DEFAULT. If Lessee shall default in performance of any of Lessee's obligations under this lease or shall violate any term or provisions of this lease, Lessor may, upon giving Lessee any notice required by law, terminate this lease and upon such termination, Lessee shall quit and surrender the premises to Lessor, but Lessee shall remain liable as hereinafter provided.

If this Lease is terminated as herein provided, Lessor may immediately or at any time thereafter, re-enter the Premises and remove any and all persons and property therefrom, by any suitable proceedings at law or otherwise, without liability therefor, and re-enter the Premises, without such re-entry diminishing Lessee's obligation to pay rental for the full term hereof.

DANGEROUS MATERIALS. Lessee shall only use approved practice chemicals, otherwise Lessee will not use, generate, manufacture, produce, store, release, discharge or dispose of on, under or about the property or the property's groundwater, or transport to or from the property, any Hazardous Substance and will not permit any other person to do so. Hazardous Substance means any substance prohibited or regulated under any federal, state, or local law, statute or ordinance, including but not limited to the Comprehensive Environmental Response Compensation and Liability Act of 1980 ("CERCLA") as amended, 42 USC Sections 96019675; and the Resource Conservation and Recovery Act of 1976 ("RCRA") as amended, 42 USC Sections 6901-6992.

LIENS: Lessee shall keep premises and every part thereof free and clear of any and all mechanic, materialman's, sewer and other liens.

HABITABILITY. Lessee has inspected the Premises (or has had the Premises inspected on behalf of Lessee), and acknowledges that the Premises are in a reasonable and acceptable condition for their intended use, and the agreed lease payments are fair and reasonable. If the condition changes so that, in Lessee's opinion, the usability and rental value of the Premises are adversely affected, Lessee shall promptly provide reasonable notice to Lessor.

NOTICE. Notices under this Lease shall not be deemed valid unless given or served in writing and forwarded by mail, postage prepaid, addressed as follows:

Lessor:
City of Vancouver
Clark County
c/o Vancouver - Clark Parks & Recreation
603 W Evergreen Blvd
PO Box 1995
Vancouver, Washington 98668-1995

Lessee:
Firestone Packing Company, Inc.
Attn: Stan Firestone
4211 NW Fruit Valley Road

P.O. Box 61938
VANCOUVER WA 98666

Vancouver WA 98660
360-695-0040

Such addresses may be changed from time to time by either party by providing notice as set forth above.

STATUS OF PARTIES: It is agreed that for any maintenance work called for in this lease, Lessee is an independent contractor and not an employee of Lessor. Lessor is only interested in the result of the maintenance and will not supervise the manner performing the maintenance. Lessee shall be liable for any and all taxes relating to any maintenance performed.

ENTIRE AGREEMENT/AMENDMENT. This Lease Agreement contains the entire agreement of the parties and there are no other promises or conditions in any other agreement whether oral or written. This Lease may be modified or amended in writing, if the writing is signed by the party obligated under the amendment.

SEVERABILITY. If any portion of this Lease shall be held to be invalid or unenforceable for any reason, the remaining provisions shall continue to be valid and enforceable. If a court finds that any provision of this Lease is invalid or unenforceable, but that by limiting such provision it would become valid and enforceable, then such provision shall be deemed to be written, construed, and enforced as so limited.

GOVERNING LAW. This Lease shall be construed in accordance with the laws of the state of Washington.

Approved as to Form Only
ARTHUR D. CURTIS
Prosecuting Attorney

By ____________________
Board of Commissioners

____
~~Ernie VandeZande~~ Larry Smith

Approved as to Form

____
Ted H. Gathe, City Attorney

____
Property Management Committee

____
Firestone Packing Company, Inc.

____
Bronson Potter, Deputy Prosecuting Attorney

____
Pat McDonnell, City Manager

STATE OF WASHINGTON)
ss:
County of Clark)

On this 24th day of October, 2000, before me personally appeared Pat McDonnell, to me known to be the City Manager of the City of Vancouver, Washington, that executed the within and foregoing instrument, and acknowledged said instrument to be the free and voluntary act and deed of said City, for the uses and purposes therein mentioned, and on oath stated that he was authorized to execute said instrument.

In Witness Whereof I have hereunto set my hand and affixed my official seal the day and year first above written.

Sally J. Garcia

NOTARY PUBLIC in and for the state of Washington, residing at Vancouver

My commission expires: Nov. 8, 2003

STATE OF WASHINGTON)
ss:
County of Clark)

On this 7 day of November, 2000, before me personally appeared ~~Betty Sue Morris~~ Craig Pridemore, to me known to be the Commissioner of Clark County, that executed the within and foregoing instrument, and acknowledged said instrument to be the free and voluntary act and deed of said City, for the uses and purposes therein mentioned, and on oath stated that he was authorized to execute said instrument.

In Witness Whereof I have hereunto set my hand and affixed my official seal the day and year first above written.

Tina Redline

NOTARY PUBLIC in and for the state of Washington, residing at VANCOUVER

My commission expires: APRIL 5, 2004

12951

MAINTENANCE REQUEST FORM

HOURS ________

DATE: ________________

MATERIAL USED ______________________________ COST ______________

REQUESTED BY; OR CONTACT PERSON: ______________________________

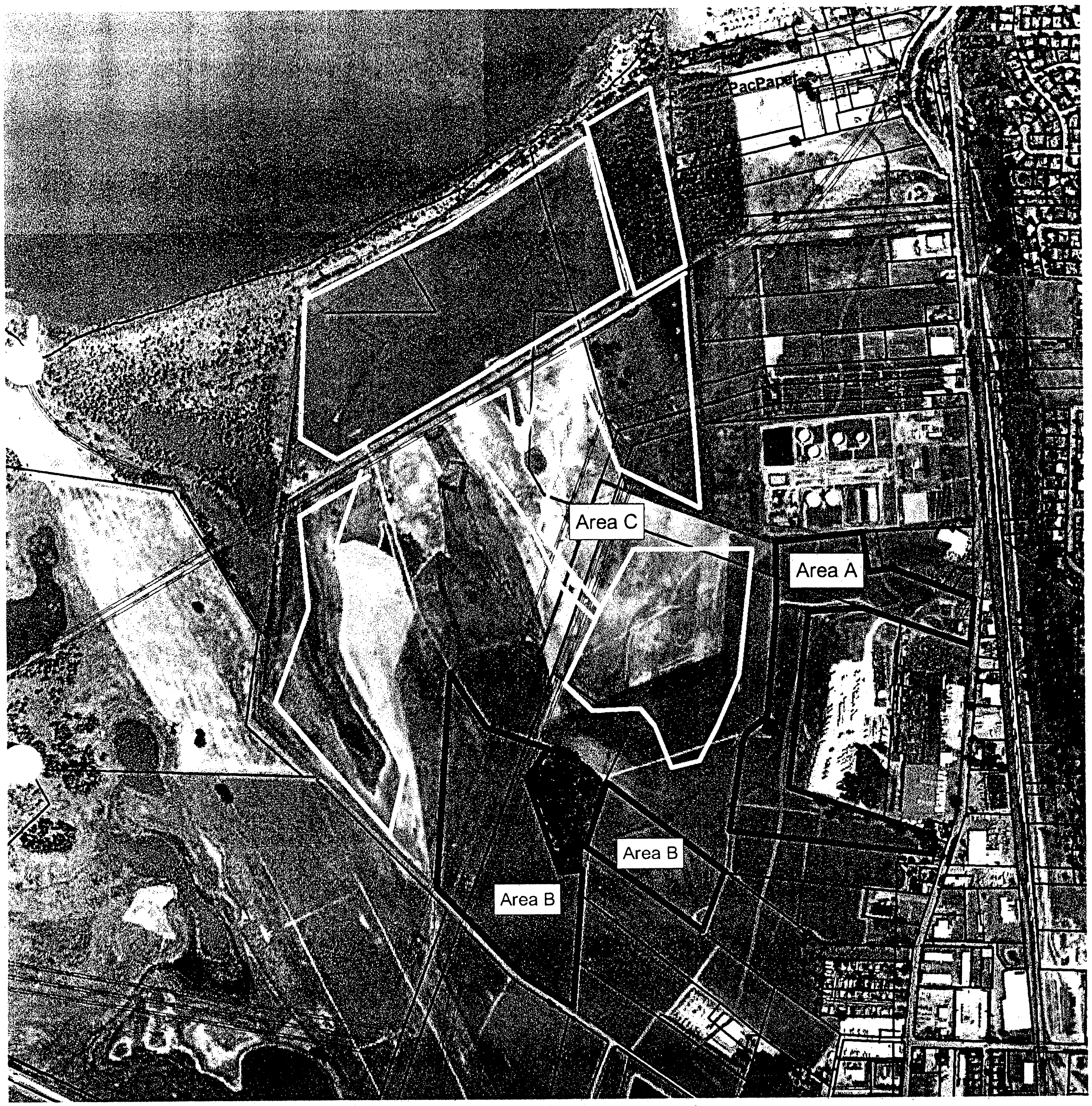
LOCATION OF WORK TO BE DONE: ______________________________

DESCRIPTION OF WORK TO BE DONE: (BE SPECIFIC-USE DRAWINGS IF NECESSARY) __________

	FUND	DEPT. DIV.	BASE SUB	ELEMENT	OBJECT
CHARGE TO BUDGET NUMBERS	________	________	________	________	________

COMPLETED BY: ____________________________ DATE COMPLETED: ____________________________

Vancouver Lake Dugan Properties Areas A, B, & C 300+ Acres



Easmnts.shp
County Park
Parcels
Water
Flood.shp
Flood fringe
Flood way

N

0 400 800 Feet

REAL PROPERTY LEASE AGREEMENT

This Lease Agreement (this "Lease") is made effective as of January 1st, 2020, by and between City of Vancouver ("Lessor"), and Firestone Pacific Foods, LLC. ("Lessee"). It is the intent of the parties that this Lease Agreement supersedes any prior Lease Agreement, including the prior Lease Agreement with the effective date of May 1, 2007. The parties further agree as follows:

W I T N E S S E T H:

For the rental and upon the terms, conditions and stipulations hereinafter set forth, the Lessor hereby leases to the Lessee the real property situated in the County of Clark, State of Washington.

The parties agree as follows:

PREMISES. Lessor, in consideration of the lease payments and maintenance services provided in this Lease, leases to Lessee farmland (the "Premises") located in the Vancouver Lake Lowland area of Clark County at 4900 NW Fruit Valley Rd., including the shed located at the entrance to the property from Fruit Valley Road. An aerial print of the Premises is attached as Exhibit A.

The Premises consists of three management areas, titled **Area A, Area B**, and **Area C**. Each area shall be managed and maintained at an acceptable level and in compliance with all local, state, and federal laws and ordinances.

Area A

Area A will be primarily managed for the production of berries, but is not limited to, row crops, grain crops, etc. Lessee may utilize the existing well. The cost, maintenance and proper operation of the well pump and utilities will be the responsibility of the Lessee. Any area not planted with approved crop shall be maintained in an appropriate manner for good appearance and to prevent the uncontrolled spread of noxious weeds. Existing weeds shall either be removed at Lessor expense and/or controlled by Lessee to current conditions.

Lessee shall utilize the existing pole barn for farm-related machinery and equipment pertaining to this lease. Lessor and Lessee shall make every available effort to prevent public access to the Premises to prevent illegal activity from taking place. Maintenance issues of the pole barn are the sole responsibility of the lessee. Lessee assumes use of the pole barn in an "as is" condition. Improvements and/or modifications must be approved by Lessor.

Area B

Area B will be primarily managed for the production of berries. However, if Lessee decides not to manage the area for berry production, the area shall be managed in a manner that is primarily beneficial for and supportive of wildlife habitat. Other than berries, any crops that may be planted shall be limited to crops that are beneficial to wildlife. These annual crops may include, but are not limited to, grain crops, grasses, corn, etc., with portions of them left in the area for the wildlife.

Area C

Area C will require varying degrees of maintenance and management. Primarily, the area will require weed management, periodic mowing, and annual discing. Lessee shall be allowed to utilize Area C for agricultural purposes that aid in maintenance of this area.

TERM. The lease term shall begin on January 1st, 2020 and terminate on December 31st, 2030.

TERMINATION: Either party may terminate this lease upon 30 days written notice to the other party, for any reason. If it becomes necessary for the Lessor to terminate the lease prior to the harvesting of crop, Lessee shall be reasonably compensated by Lessor. Lessor and Lessee have agreed to the following formula:

If Lessor terminates the lease without cause and Lessee is not permitted to harvest a first or second-year berry crop, Lessor shall compensate Lessee at the rate of $3,000/acre. For example, a "second-year crop," could be defined as a crop planted in spring of 2020 and harvested in 2022.

If Lessor terminates the lease without cause and Lessee is not permitted to harvest a third-year berry crop, Lessor shall compensate Lessee at the rate of $2,000/acre. For example, a "third-year crop," could be defined as a crop planted in spring of 2020 and harvested in 2023.

If Lessor terminates the lease without cause and Lessee is not permitted to harvest a fourth-year berry crop, Lessor shall compensate Lessee at the rate of $1,000/acre. For example, a "fourth-year crop," could be defined as a crop planted in spring of 2020 and harvested in 2024.

If Lessor terminates the lease without cause and Lessee is not permitted to harvest a crop older than a fourth-year crop, Lessee shall receive no compensation.

RENEWAL TERMS. Lessee may extend the terms of this lease for an additional three (3) year period, by providing Lessor written notice of intent to do so, at least sixty (60) days prior to the expiration of the original lease term hereof, provided Lessee is not in default hereunder at the time of giving such notice or on the date of expiration of the original term hereof. Lease payments and conditions of this Real Property Lease are subject to revision during the renewal term.

HOLDOVER. If Lessee maintains possession of the Premises for any period after the termination of this Lease ("Holdover Period"), Lessee shall be considered a month-to-month tenant, and Lessee shall pay to Lessor a pro-rated lease payment for the Holdover Period based on the terms of the following Lease Payments paragraph.

LEASE PAYMENTS. The annual lease amount shall be $17,950. This lease amount is comprised of varying management areas and shall be reassessed and adjusted for inflation based upon the Portland-Vancouver area CPI at year ten and year twenty of the lease.

The following annual rates shall be charged per area and are based on the current market rate, comparable leases within the area and taking into consideration the risk of flooding with the adjacent body of water (Vancouver Lake). Area B is even more at risk of flooding and therefore has been discounted even more so then Area A.

Area A-20 Acres	$250/acre
Area B-74 Acres	$175/acre
Area C-155 Acres	$0/acre

Lease payments shall be due annually, on or before December 31, for the term of the lease, beginning in the year 2020. Lessee shall pay Lessor a late fee in the amount of ten percent (10%) of the lease payment due for any and each lease payment during the term of the lease that is not paid within 60 days of the due date.

TAX: In accordance with RCW Chapter 82.29A, the Lessor agrees to pay the required Leasehold Excise Tax (presently assessed at 12.84% of contract rent), which is included in the payment schedule as listed.

USE OF PREMISES/ABSENCES. Lessee shall utilize the Premises solely for the purposes stated in the lease. The Lessee will plant berries or other agreed upon crop on all or nearly all of Area A and shall either plant berries on or manage all, or nearly all, of Area B for wildlife habitat. The Lessee shall, during the entire term of this lease, maintain the crops and other necessary equipment in good condition and repair in accordance with the practices of good husbandry as related to the planting, raising and harvesting of the respective crop.

Lessee shall not allow any accumulation of any garbage, refuse, debris, scrap, vehicles, cans and the like, that may create an unsightly condition on the property. Lessee shall not commit or suffer to be committed, any waste upon the Premises.

Lessee shall notify Lessor of any anticipated extended absence from the Premises not later than the first day of the extended absence. Lessee shall be responsible to observe the adjoining City/County property and notify the City/County of any damage, illegal use, or potentially dangerous conditions which is or may impact the terms and conditions of this lease.

MAINTENANCE. Lessee shall have the responsibility to maintain the Premises in an appropriate manner at all times, including a usable access road/path, mowed fence lines, and weed control. Such weed control shall include the mowing of grasses and weeds at least annually and mowing at such additional times as Lessor reasonably directs. Chemical application may be required on Area A and/or Area B at Lessee's expense. Lessee shall maintain secure fence lines and access control. Access shall be shared among Lessor, Lessee, and any Lessor-approved Sub-Lessee. Failure to comply with this responsibility may result in the termination of this lease.

Lessee shall inform Lessor of any damage to the gate(s), fence and posts surrounding the property. If Lessee causes damage to gate(s), fence and posts, Lessee shall immediately repair/replace damaged portion of fence to the pre-damaged condition at Lessee's expense. If damage results from natural causes, wildlife, general public, or as a result of faulty installation by Lessor, the Lessor shall repair/replace damaged portion of gate(s), fence and posts.

REMODELING OR STRUCTURAL IMPROVEMENTS. Lessee may construct such fixtures, including appropriate fencing or gates or other improvements to the pole barn, on the Premises at Lessee's expense that facilitate its use for such purposes. Such construction shall be undertaken and such fixtures may be erected only with the prior written consent of the Lessor which shall not be unreasonably withheld.

RETURN OF PROPERTY: The Lessee will, at the expiration of the term of this lease or any extension thereof, or any sooner termination thereof, quit and deliver up the leased Premises in as good a state of repair as the same are now, damages resulting from flood, fire and the elements alone excepted. Lessor shall have the option to require Lessee to remove all raspberry plants and other equipment so that the land is in a condition to be used for planting of other crops. Lessor shall have 30 days from the expiration or termination of the lease to exercise Lessor option to require Lessee to clear the property. All of the costs and expenses of clearing of the land shall be the obligation of the Lessee. Lessee shall have a reasonable time to clear the property not exceeding 30 days from the date Lessor provides Lessee notice to do so.

Any buildings or improvements placed upon the property by Lessee shall become a part of such real property and will belong to Lessor, provided that Lessor may, within 30 days from the expiration or termination of the lease, direct Lessee to remove the same. In the event Lessor directs the removal of any such buildings or improvements, Lessee shall do the same at their sole expense within 30 days from the date Lessor provides Lessee notice to do so, and Lessee shall restore the property to the condition that existed at the inception of the lease.

POSSESSION. Lessee shall be entitled to possession on the first day of the term of this Lease, and shall yield possession to Lessor on the last day of the term of this Lease, unless otherwise agreed by both parties in writing.

ASSIGNABILITY/SUBLETTING. Lessee may assign or sublease interest in the Premises with the prior written consent of Lessor, which shall not be unreasonably withheld. In the event of any assignment or sublease approved by the Lessor, any assignee or Sub-Lessee shall be subject to the same conditions, obligations and terms as set forth herein, and the Lessee shall be responsible for the observance by its assignees and Sub-Lessees of the terms and covenants of this lease. In case of default by any assignee or Sub-Lessee, the Lessee, as well as the assignee or Sub-Lessee shall remain responsible for the performance by such assignee or Sub-Lessee of this lease.

If in the event, the Lessee sells its interests to another company(ies), this Lease Agreement will become null and void. The new company(ies) may however enter into a similar Lease Agreement with the Lessor so long as both parties agree to all terms and conditions.

ACCESS BY LESSOR TO PREMISES. Lessor shall have the right to enter the Premises to make inspections, provide necessary services, or show the premises to prospective buyers, mortgagees, public employees, or private citizens without prior notice.

UTILITIES AND SERVICES. Lessee shall be responsible for all utilities and services in connection with the Premises.

PROPERTY INSURANCE. Lessor and Lessee shall each be responsible to maintain appropriate insurance for their respective interest in the Premises and property located on the Premises. Lessee shall obtain, at Lessee's expense, general liability insurance covering bodily injury and property damage against any and all claims for injuries to persons or damage to property occurring upon the Premise in the amount of not less than \$500,000 for injuries to persons in one accident and \$200,000 for injury to any one person and not less than \$20,000 with respect to damage to property. The Lessor shall be added as an additional insured with respect to this insurance policy. All liability insurance policies will be endorsed to show this additional coverage.

There shall be no cancellation, material change, exhaustion of aggregate limits or intent not to renew insurance coverage without thirty (30) days written notice to City of Vancouver, Attn: Jeremy Kanooth, P.O. Box 1995, Vancouver, Washington 98668-1995. The 30 days notice of cancellation shall be physically endorsed on to the policy.

As evidence of the insurance coverage required by this lease, the Lessee shall furnish a Certificate of Insurance to City of Vancouver, P.O. Box 1995, Vancouver, Washington 98668-1995 within ten (10) days of the execution of this lease.

HOLD HARMLESS: Lessee shall hold harmless the Lessor from all damages of every kind and nature whatsoever that may be claimed or accrued by reason of any accident on or about the Premises where such damages are caused by Lessee, employees of the Lessee, or its agents. It is agreed that neither the Lessor or the Lessor's agents shall be liable for the death or injury to any person in or about the Premises or for the loss of or damage to any property of the Lessee. Provided, that this paragraph shall not apply to injuries, damages or death caused by sole negligence of the Lessor.

STATUTORY PROVISIONS. This lease is subject to the applicable statutory provisions of Title 59, RCW Landlord-Tenant, which by this reference, are incorporated herein as fully though as set forth verbatim.

DEFAULT. If Lessee shall default in performance of any of Lessee's obligations under this lease or shall violate any term or provisions of this lease, Lessor may, upon giving Lessee any notice required by law, terminate this lease and upon such termination, Lessee shall quit and surrender the premises to Lessor, but Lessee shall remain liable as hereinafter provided.

If this Lease is terminated as herein provided, Lessor may immediately or at any time thereafter, re-enter the Premises and remove any and all persons and property therefrom, by any suitable proceedings at law or otherwise, without liability therefor, and re-enter the Premises, without such re-entry diminishing Lessee's obligation to pay rental for the full term hereof.

DANGEROUS MATERIALS. Lessee shall only use approved practice chemicals, otherwise Lessee will not use, generate, manufacture, produce, store, release, discharge or dispose of on, under or about the property or the property's groundwater, or transport to or from the property, any Hazardous Substance and will not permit any other person to do so. Hazardous Substance means any substance prohibited or regulated under any federal, state, or local law, statute or ordinance, including but not limited to the Comprehensive Environmental Response Compensation and Liability Act of 1980 ("CERCLA") as amended, 42 USC Sections 96019675; and the Resource Conservation and Recovery Act of 1976 ("RCRA") as amended, 42 USC Sections 6901-6992.

LIENS: Lessee shall keep premises and every part thereof free and clear of any and all mechanic, materialman's, sewer and other liens.

HABITABILITY. Lessee has inspected the Premises (or has had the Premises inspected on behalf of Lessee), and acknowledges that the Premises are in a reasonable and acceptable condition for their intended use, and the agreed lease payments are fair and reasonable. If the condition changes so that, in Lessee's opinion, the usability and rental value of the Premises are adversely affected, Lessee shall promptly provide reasonable notice to Lessor.

NOTICE. Notices under this Lease shall not be deemed valid unless given or served in writing and forwarded by mail, postage prepaid, addressed as follows:

Lessor:
City of Vancouver
ATTN: Jeremy Kanooth
PO Box 1995
Vancouver, Washington 98668-1995

Lessee:
Firestone Pacific Foods, LLC.
Attn: Stan Firestone
4211 NW Fruit Valley Rd.
Vancouver, WA 98660
#360-695-9584

Such addresses may be changed from time to time by either party by providing notice as set forth above.

STATUS OF PARTIES: It is agreed that for any maintenance work called for in this lease, Lessee is an independent contractor and not an employee of Lessor. Lessor is only interested in the result of the maintenance and will not supervise the manner performing the maintenance. Lessee shall be liable for any and all taxes relating to any maintenance performed.

ENTIRE AGREEMENT/AMENDMENT. This Lease Agreement contains the entire agreement of the parties and there are no other promises or conditions in any other agreement whether oral or written. This Lease may be modified or amended in writing, if the writing is signed by the party obligated under the amendment.

SEVERABILITY. If any portion of this Lease shall be held to be invalid or unenforceable for any reason, the remaining provisions shall continue to be valid and enforceable. If a court finds that any provision of this Lease is invalid or unenforceable, but that by limiting such provision it would become valid and enforceable, then such provision shall be deemed to be written, construed, and enforced as so limited.

GOVERNING LAW. This Lease shall be construed in accordance with the laws of the state of Washington, and if any legal action is filed in connection with this Lease, it shall be filed in Clark County Superior Court.

DATED this_______day of_________, 2020

LESSOR, City of Vancouver
Washington municipal corporation

By:_____________________________
Eric J. Holmes, City Manager

Date:_____________________________

LESSEE, Stan Firestone

By: Stan Firestone
Stan Firestone, Firestone Pacific Foods, LLC, Lessee

Date: 1-28-2020

Attest:

____
Natasha Ramras, City Clerk

APPROVED AS TO FORM:

____
Jonathan Young, City Attorney

Item #5.

Staff Report 024-20

TO: Mayor and City Council

FROM: Eric Holmes, City Manager

DATE: 2/24/2020

SUBJECT Approval of City of Vancouver Public Art Plan

Key Points

- The City Council is being asked to approve the City's new 2020 Public Art Plan.
- The plan includes a scope of collections, a process for acquiring and deaccessioning public art, and guidelines for maintenance of the art collection.
- The plan has been reviewed and is being recommended for approval by the Culture, Arts and Heritage Commission.

Strategic Plan Alignment

Goal 5, Objective 5.2: Build a vibrant, regionally recognized arts and cultural community.

Present Situation

On April 16, 2018, the City Council adopted a new Culture, Arts and Heritage Plan, the City's first in 25 years. One of the objectives in the plan was to create a public art program that would include a public art committee and a public art plan. The Public Art Committee, a subcommittee of the Culture, Arts and Heritage Commission, was appointed November 12, 2019. The Public Art Plan was developed in the summer and fall of 2019 by a group of community volunteers working with the Public Art Committee. The public art plan, as proposed, includes a scope of collections, a defined process for acquiring and deaccessioning (the process of removing artwork from the Public Art Collection) public art and guidelines for maintenance of the art collection. Public input on the plan was solicited through "Be Heard Vancouver" and through community groups including the Clark County Arts Commission. The plan has been reviewed by the Culture, Arts and Heritage Commission and is being recommended for approval by the City Council.

Advantage(s)

1. The Public Art Plan provides a defined framework for management of the City's public art collection.

2. The plan serves as a foundation for the development of the City's Public Art Program.

Disadvantage(s)

Adopting the plan creates an expectation that the City will continue an active public art program.

Budget Impact

None

Prior Council Review

- Council Workshop on October 21, 2019

Action Requested

On February 24, 2020, adopt a resolution approving the City of Vancouver's Public Art Plan.

Jeanette (Jan) Bader, Cultural Services Manager, 487-8606

ATTACHMENTS:

- Resolution
- Public Art Plan

2/24/2020

RESOLUTION NO. M-_____

A RESOLUTION adopting the City's 2020 Public Art Plan.

WHEREAS, the City Council recognizes the important role that culture, arts and heritage play in community livability and economic vitality; and

WHEREAS, one of the action items in the City Council's 2016-2021 Strategic Plan was to develop a new cultural plan; and

WHEREAS, the Culture, Arts and Heritage Plan was developed through a stakeholders committee and extensive public outreach and was adopted by the City Council on April 16, 2018; and

WHEREAS, one of the objectives in the Culture, Arts and Heritage Plan was to create a public art program that would include a public art plan; and

WHEREAS, the Public Art Committee, a subcommittee of the Culture, Arts and Heritage Commission, worked with community volunteers and staff to develop the City of Vancouver's 2020 Public Art Plan; and

WHEREAS, public input for the draft plan was solicited through "Be Heard Vancouver" and other community outreach; and

WHEREAS, the Culture, Arts & Heritage Commission has reviewed the 2020 Public Art Plan and is recommending adoption by the City Council.

NOW, THEREFORE,

BE IT RESOLVED BY THE CITY OF VANCOUVER:

Section 1. That as recommended in SR _______, the 2020 Public Art Plan, included as Exhibit “A”, is hereby adopted.

Section 2. This resolution shall be effective immediately upon adoption.

DATED this 24th day of February, 2020.

____
Anne McEnerny-Ogle, Mayor

Attest:

____
Natasha Ramras, City Clerk

Approved as to form:

____
Jonathan Young, City Attorney

CITY OF VANCOUVER

PUBLIC ART PLAN

February 2020

CITY OF Vancouver WASHINGTON

Heart & Stone by Cobalt Designworks

TABLE OF CONTENTS

Movie Madness by Paul Springer

> "Art is too important not to share."
>
> ROMERO BRITTO

Vancouver is home to a growing and ever-evolving cultural ecosystem, with a variety of artists, arts and cultural organizations, institutions of higher education, a historical museum, a national historic site, and other arts and cultural venues such as festivals, outdoor concerts and a monthly First Friday Artwalk.

The City of Vancouver's 2016-2021 Strategic Plan affirms the importance of culture, arts and heritage for the future of our community. The City of Vancouver's Culture, Arts and Heritage Plan, adopted in 2018, outlines objectives and action items for the next several years that will steward Vancouver's exceptional heritage assets, as well as contribute to the cultural identity of Vancouver through the arts and public events.

THE VISION

Public art contributes to experiences which enrich our community, our economy, and our social and physical environment. We envision a community of public art that transforms and activates civic spaces—creating a unique identity for Vancouver.

The Public Art Plan will help the City integrate artwork into our community's public spaces and reflect the diversity and character of Vancouver through a variety of artistic viewpoints and artistic mediums.

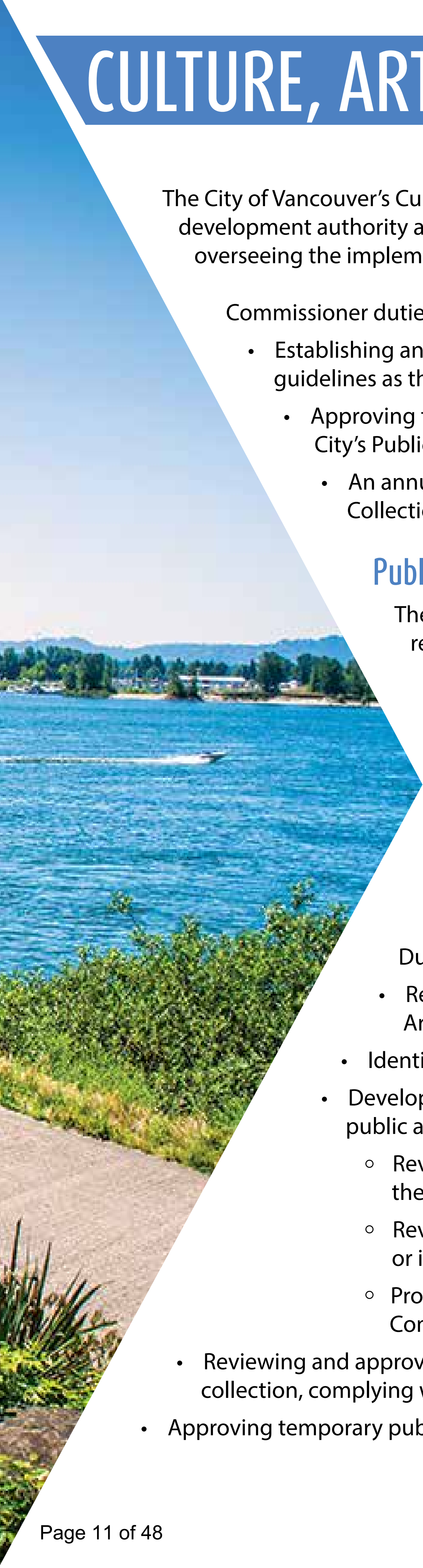
PLAN PURPOSE

The purpose of this plan is to provide direction for:

- Establishing a diverse collection of public artworks
- Engaging local, regional and national artists of diverse backgrounds
- Providing ongoing opportunities for artists to advance their art with temporary or permanent public artworks
- Considering economic development and cultural tourism when advocating for public art
- Encouraging understanding of public art and sparking public dialogue
- Incorporating high quality art and design projects throughout the community—in essence creating a museum without walls and making art accessible to all
- Providing a legacy of art and culture for future generations


Ilchee Statue and Plaza by Eric Jensen

CULTURE, ARTS & HERITAGE COMMISSION



The City of Vancouver's Culture, Arts and Heritage Commission is a nine member public development authority appointed by the City Council. The commission is charged with overseeing the implementation of the City's Culture, Arts and Heritage Plan.

Commissioner duties related to the City's Public Art Plan include, but are not limited to:

- Establishing and approving curatorial and programmatic goals, policies and guidelines as they pertain to artwork acquired on behalf of the City of Vancouver
- Approving the accession, care and deaccession of artwork accepted into the City's Public Art Collection
- An annual review of the budget and maintenance plan for the Public Art Collection as recommended by the Public Art Committee

Public Art Committee

The Public Art Committee reviews, interprets and provides recommendations for qualified artists and art proposals, based on criteria provided in this Public Art Plan.

The committee is comprised of a minimum of five members. A representative from the Culture, Arts and Heritage Commission serves as the chair, and one member of the committee must be a working professional artist. Depending on the proposed location of the artwork, a representative from the affected business district and/or neighborhood association will also be included as an ad hoc member of the committee.

Duties include but are not limited to:

- Reviewing and refining the scope of collections for the City's Public Art Collection
- Identifying and vetting potential locations for new public artworks
- Developing and disseminating Requests for Proposal (RFP) for new public artworks
  - Reviewing and narrowing the artist application pool based on the project's goals and the site criteria
  - Reviewing and narrowing the finalists through proposals and/or interviews
  - Providing recommendations to the Culture, Arts and Heritage Commission for projects and final concept designs
- Reviewing and approving the cleaning, repair and overall care of artworks in the City's collection, complying with currently accepted standards of care
- Approving temporary public art projects

"The essence of all beautiful art, all great art, is gratitude."

FRIEDRICH NIETZSCHE

The Phoenix by Andrew Carson

- Approving temporary citizen-initiated public art projects with budgets under $5,000. Pieces with proposed budgets over $5,000 require approval from the Culture, Arts and Heritage Commission and/or City Council depending on the dollar value and/or visibility of the pieces.
- Making recommendations to the Culture, Arts and Heritage Commission regarding pieces in the Public Art Collection that may need to be moved or deaccessioned

PUBLIC ART PROJECT TYPES

For the purposes of this document, works of public art may include, but are not limited to:

- Sculpture: in the round, bas relief, mobiles, fountains, kinetic and electric work in any approved material or combination of approved materials
- Paintings that are portable, in oils or acrylics or other media
- Murals
- Graphic arts, such as printmaking, drawings and banners
- Mosaics: artworks executed in tile, glass, stone or other materials
- Crafts using clay, fiber, wood, metal, plastics, stained glass and other materials both functional and ornamental
- Photography, including digital and traditional photographic print media
- Mixed media, including any combination of two and three dimensional forms of media, including collage
- Earthworks: environmental installations and environmental art
- Light-based or luminal art or sound-based art that is experiential, site-specific or installation-based work. May include video, animation and/or sound projected by audio/visual equipment
- Portable art that may be displayed at locations other than a substantially permanent location
- Temporary performance or time-based art
- Decoration of City-owned property in the public right of way, including signal boxes, manhole covers, sidewalks, street intersections in residential areas, retaining walls and light poles.


VPD West Precinct mural by Fort Vancouver High School students


Phrogy (artist unknown)


A woman paints a mural on a stormwater drain and curb

Spike Flower by Manuel Izquierdo and Wheel Series by Don Wilson

Scope of Collection

The City of Vancouver's Public Art Collection consists of artwork acquired through donations, through commissions or through purchase under the authority of City Council. The Culture, Arts and Heritage Commission and Cultural Services Manager are responsible for the development, administration and management of the collection with advice provided by the Public Art Committee.

The collection includes primarily original two- and three-dimensional, freestanding and integrated artworks. The collection is intended to be inclusive and containing a diversity of artworks from both established and emerging artists from multiple genres.

The following criteria are considered by the Culture, Arts and Heritage Commission and the Public Art Committee when assessing artwork for inclusion in the collection:

- A strong preference is given to artwork produced by local, state or regional artists. The artist's credentials, recognition and quality of work will be reviewed.
- Strength of concept: How well the artwork contributes to the documentation and interpretation of the culture and heritage of Vancouver.
- The originality and high aesthetic quality or value of the artwork is similar or better than to pieces already in the collection and would contribute to the collection as a whole.
- The artwork will appeal to a broad community audience, as well as future generations.
- The artwork is in suitable condition for use and exhibition.
- Durability of materials, finishes and construction methods of any artwork designed for permanent display. As much as practical, pieces should also be vandal resistant.
- Safety of the artwork (e.g. unsealed rust, sharp edges), both for people in the right of way and for people interacting with the art. Artwork should also be designed considering ADA accessibility.
- Appropriate site availability and the relationship and scale of the artwork to the proposed site, surroundings and to the collection as a whole.
- Maintenance requirements: Because the City must be able to provide proper storage and care, no artwork will be accepted that requires extensive or extraordinary preservation and care.
- The artwork must not contain overt themes of advertising, religious references, sexual content, negative imagery or convey political partisanship.

Work not consistent with the scope of the City's Public Art Collection shall be accepted only in rare circumstances and only after review and recommendation from the Culture, Arts and Heritage Commission and approval by City Council.

Criteria for Acquiring Art for the Public Art Collection

The Culture, Art and Heritage Commission and its Public Art Committee must adhere to the criteria included in the Scope of Collection (page 8). The following considerations will be reviewed and evaluated by the commission pertaining to all acquisitions.

1. **Aesthetic Quality and Artistic Merit:** What has the artist proposed to accomplish with the artwork and does it align with the project goals? Is the artwork appropriate for the community it serves? Is this original artwork?
2. **Placement/Siting:** What is the relationship of the artwork to the site? Is it appropriately scaled? Does the artwork have a connection with the surrounding community?
3. **Fabrication, Structural Integrity, Handling and Installation:** Are the projected costs accurate and realistic? Does a certain site present any special obstacles to installation?
4. **Maintenance Requirements:** Are the materials durable? Does the artwork have a limited lifespan due to built-in obsolescence or inherent weakness? Would the artwork require extensive care?
5. **Liability and Safety:** Proposed projects may require additional review by the City's Risk and Traffic Safety programs.
6. **Ongoing Expenses:** If the work of art requires significant and/or costly ongoing maintenance, the City may require the donor to include an endowment to offset that cost.

Criteria for Non-Acceptance of Public Art

The City of Vancouver cannot accept all works of art. Artwork that fails to meet professional standards for acceptable public art practice includes one or more of the following:

- Faults of design or workmanship poses a public health or life safety hazard or diminishes the value of the artwork
- The maintenance and/or insurance cost of the artwork is determined to be too costly to include in the Public Art Collection
- The artwork is fraudulent, inauthentic or appears to be of inferior quality relative to the quality of other works in the City's Public Art Collection
- The artwork is not the original. If the artwork is one of multiple, it will be accepted only as an authorized limited edition. In the case of fine art prints and photographs, a limited edition is 200 or fewer
- The artwork is not appropriate for the proposed site due to scale, material or subject matter


The Winged Woman by Beth Heron

- In the case of commissioned artworks, if the final piece does not meet the criteria of the contract, the City is under no obligation to accept it

Community Input

The City of Vancouver is committed to engaging the public in its ownership of public art. For each type of acquisition, there are specific requirements for public comment and/or participation. The participation types are specified in the Public Art Acquisition Policy (Appendix A), the Art in the Right of Way Policy's Public Art Installation Guidelines Process (Appendix B).

Acquisition Types

Artwork considered for acquisition must have a direct connection to the arts programming and objectives of the City. The type of acquisition may vary and may include ceremonial gifts, commissions, art competitions, or donations/bequeaths. The Culture, Arts and Heritage Commission must approve any artwork designated for the City's Public Art Collection. In making its decisions, the Culture, Arts and Heritage Commission considers the recommendation of the Public Art Committee. Projects with high visibility or significant costs may require approval by City Council.

The Culture, Arts and Heritage Commission takes into account the extent to which an acquisition meets the criteria and objectives of the Public Art Collection, and any other factors that may influence acceptance or rejection of an acquisition. A chief consideration is whether the artwork can be sited rather than stored, or is temporary.

Citizen-initiated Artwork

The Culture, Arts and Heritage Commission reviews all citizen-initiated requests for artwork projects. Citizens who wish to site privately-funded, privately-owned artwork on public property or in the public right-of-way must comply with the City's Art in Right of Way Policy.

Proposals for publicly-owned artworks or public monuments and proposals having benefactors contributing $10,000 or more to the artwork require careful consideration and will require public comment before a final decision. Such projects are referred to the Public Art Committee. All costs associated with soliciting public feedback are the responsibility of the presenter. Projects with high visibility or significant financial contributions may require approval by City Council.

Citizen-initiated concept proposals require a project abstract including:

- Project introduction
- Preferred location
- Conceptual sketches
- Anticipated maintenance guidelines
- Anticipated budget and funding strategy
- Anticipated timeline

- Community feedback
- Context and themes

In addition, project concepts must be reviewed and endorsed by all affected City departments and/or site/facility owners.

Community Feedback – Proposed concepts and/or donations must include community feedback about the proposed donation. If a site is proposed, the community feedback must include the views of residents and/or businesses adjacent to the site or other stakeholders to the site. The City can assist in facilitating communication to the affected neighbors; however, any expenses relating to the collection of feedback are the responsibility of the presenter.

Loans

Outgoing – Artworks that are part of the City of Vancouver's Public Art Collection and are not permanently installed in a specific location may be loaned out for special exhibitions in public spaces.

Artwork in the Public Art Collection may also be loaned to educational or non-profit organizations. Organizations should contact the City of Vancouver at least two months before the proposed loan period. The borrower is responsible for all costs related to the loan unless otherwise agreed upon.

It is the responsibility of the City staff to review and approve or decline loan requests. Loans will only be approved if the borrower is willing to agree to the appropriate terms as stipulated in the loan agreement prepared by the City. All requests will be considered on a case by case basis. Long-term loans will be approved by the Culture, Art and Heritage Commission.

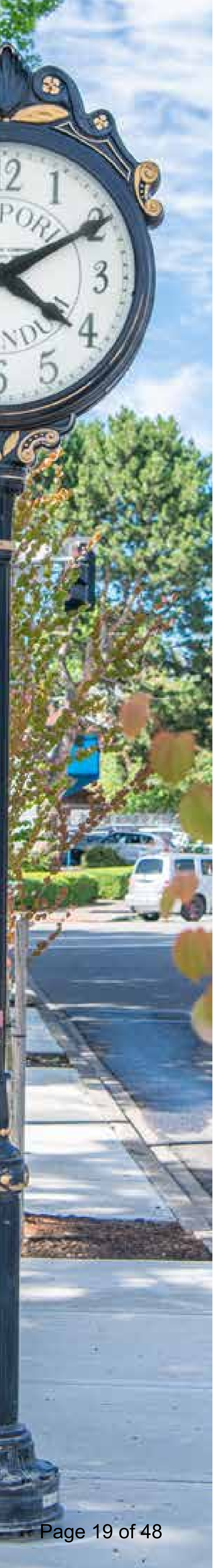
Incoming – The City of Vancouver may borrow artwork from individuals, artists, galleries, educational institutions, or other arts organizations for the purpose of exhibition in public spaces.

Decisions regarding incoming loans are made by City staff. Loans will only be approved if the lender is willing to agree to the appropriate terms as stipulated in the loan agreement prepared by the City. All requests will be considered on a case by case basis. Long-term loans will be approved by the Culture, Art and Heritage Commission.

Monuments & Memorials

The Culture, Arts and Heritage Commission may consider requests for monuments/memorials that are also artwork. The Commission will work with any affected City departments on acceptance, approval, placement, siting and location of monuments/memorials. Donors typically pay the costs of design, manufacturing and installation. Simple memorial requests will be referred to the appropriate City department.

Vancouver Housing Authority Clock by the Verdin Company



Murals

The City of Vancouver's policy is to not allow murals on City-owned facilities. Exceptions to this policy may be made by the City Manager. There is no City permitting process for murals on privately owned buildings. However, if text is included in the mural design, it may become subject to the City's signage ordinance, in which case the artist, donor or project manager will need approval by the City's Planning Department.

The City strongly encourages the artist or organization to have written approval of the mural design from the building owner before work begins.

Placement of Works of Art

Artwork in the Public Art Collection may be placed in the public right of way (streets, sidewalks, etc.), on the grounds of public buildings, in public parks or on private property through an easement.

Site-specific artwork may be considered for relocation for one or more of the following reasons:

1. The condition or security of the artwork can no longer be reasonably assured at its current site
2. The site has changed so that the artwork is no longer compatible as placed
3. The artwork has become a danger to public safety at its current site
4. A more suitable site has become available for the artwork

Before the artwork is moved, the City will attempt to contact and coordinate with the original artist and/or donor. Every effort will be made to move the artwork to a new location that is consistent with the original intent of the art, e.g. if the artwork was designed to be viewed along the waterfront, the City will seek a new location for it also along a waterfront. Additionally, effort will be made to ensure the artwork has the same level of public visibility or better.

Deaccessioning Policy and Procedures

Deaccessioning is the process of removing artwork from the Public Art Collection. This policy recognizes that over time there may be reasons to deaccession artworks. Deaccessioning is considered only after careful and impartial evaluation of artworks within the context of the collection.

At the beginning of the process, the City's Cultural Services staff makes reasonable efforts to notify any living artist or artist's estate whose work is being considered for deaccession.

Recommendations related to deaccessioning are made to the Culture, Arts and Heritage Commission by the Public Art Committee, according to the following guidelines:

- In considering an artwork for deaccessioning, the Commission must always be aware of its role as trustee of the collection for the benefit of the public
- Generally, artworks are acquired for perpetuity and not with the thought of disposal. At issue is the Commission's responsibility to the community, its donors, and the public
- Objects in the collection should be retained permanently if they continue to be useful to the purposes and activities of the Commission and the City's Public Art Collection, if they continue to contribute to the integrity of the collection, and if they can be properly stored, preserved, used and exhibited

Artwork may be deaccessioned when conditions require or when such action would improve or refine the City's Public Art Collection. Reasons for deaccessioning may include, but are not limited to, situations where:

- The use of the site has changed, the artwork is no longer appropriate, and/or the artwork cannot be reasonably protected or maintained
- The artwork is not, or is rarely, on display due to lack of a suitable site
- The artwork's annual maintenance cost is deemed excessive
- The artwork has been damaged beyond reasonable repair
- The artwork requires extensive conservation or restoration that is cost-prohibitive
- The artwork requires removal because of new developments in the direction of the Public Art Collection
- The site of a site-specific artwork is no longer owned by the City of Vancouver
- The artwork endangers public safety and there is no alternative placement or site that mitigates the risk
- The site of a site-specific artwork is so severely altered that the work is no longer physically possible or conceptually relevant
- The artwork was commissioned or accepted with the provision or understanding that it was to have a limited life cycle or installation period

Deaccession of any artwork from the City's Public Art Collection is based on a written recommendation of the City's Cultural Services staff and review by the Public Art Committee.

The recommendation must specify reasons for the deaccession. The Culture, Arts and Heritage Commission may approve deaccession only upon a two-thirds majority vote. City and state regulations may apply when deaccessioning City property.

The manner of disposition should be in the best interest of the City of Vancouver and its residents. Disposition should occur as follows:

- Unless the Culture, Arts and Heritage Commission specifically determines an alternative means of disposition, all dispositions are by sale with the primary objective of obtaining the best possible price. Sales of artworks are allowed through public auction. A trade with an artist, gallery or other institution for one or more other artworks of comparable value is also allowed


Artist Sharon Agnor with the glass and steel head for the Wendy the Welder sculpture

- Artwork that was commissioned or accepted into the City's Public Art Collection as site-specific works may be destroyed in lieu of being sold or reinstalled at an alternative site. This process is known as decommissioning rather than deaccessioning. Generally, site-specific works are created for a specific location and are not appropriate for relocation
- In rare instances, City Cultural Services staff may recommend re-installation of artwork if its integrity and original intent or purpose can be preserved. When possible, this is done with the cooperation and supervision of the artist or the artist's estate. Deaccessioned artworks may be placed in another institution where they serve a similar purpose to that for which they were originally acquired
- Regarding the sale or trade of artworks, the City of Vancouver offers the right of first refusal to the artist, if still alive, the artist's estate, if deceased, and/or the original donor if the artwork was a gift to the City. In the case of an artwork by a living artist, an exchange may be made if appropriate
- Absent mandatory donor restrictions or requirements, City of Vancouver staff, elected officials, commission members and their immediate family members (spouses and minor children and other family members who live at home) and other members of their immediate households and controlled entities may not purchase or receive deaccessioned artworks

Net proceeds from the sale of deaccessioned artworks are designated "for acquisition only" and must be used only for the growth or care of the Public Art Collection, consistent with acquisition procedures. The donor of a deaccessioned artwork that enters the collection as a gift is fully credited in documentary files, in publications and on identifying labels for artwork purchased with proceeds of the sale. The purchased artwork, so credited, is labeled and identified as a "gift of [name of donor] by exchange."

Conditions and circumstances of any deaccession are entered into the collection's permanent record. If possible, a file on the object is retained, including object and donor history, photographs, conservation/restoration records, appraisals, and other relevant records.

Vancouver Fire Department mural by Guy Drennan

> "When artists give form to revelation, their art can advance, deepen and potentially transform the consciousness of their community."
>
> ALEX GREY

Wendy Rose by Women Who Weld (Sharon Agnor, Wendy Armstrong, Sumi Wu, Jennifer Corio, Kathy Wilson and Terry Marvin)

COLLECTION MAINTENANCE

Collection Maintenance Responsibilities

The City's Cultural Services staff maintains an inventory of all artworks in the Public Art Collection. The inventory is conducted bi-annually, with updates reported to the City's Risk Management Services for insurance purposes. Where possible, the inventory of artworks should include estimated values of objects in the collection. New donations to the collection require an appraisal at the time of the gift, typically provided and paid for by the donor. Valuations of artworks are established principally for insurance purposes.

City Cultural Services staff oversees the assessment, treatment, maintenance and relocation of artwork. Cleaning and repair of artwork in the Public Art Collection are completed by a roster of qualified on-call art conservators, who comply with currently accepted standards of care and conservation. A complete evaluation of all public artworks by a professional conservator is conducted every 10 years. This evaluation may cause changes to be made to the maintenance plans for each artwork.

Cultural Services staff, in collaboration with the City's Facilities Department, coordinates repairs with the involvement of other art conservators or independent contractors, as needed. Reasonable efforts are made to notify artists of repairs made to their works.

Maintenance Procedures

Artworks in the City's Public Art Collection require a wide range of care under the oversight of the Cultural Services staff. The staff creates a maintenance plan, which is updated bi-annually, to determine current and future collection needs. When available, funding is allocated by the Culture, Arts and Heritage Commission for framing, documenting and routine maintenance of artworks in the Public Art Collection. Secure storage is provided for artwork not on display. The Cultural Services staff works with the Public Art Committee to determine funding for special conservation or restoration projects outside the scope of routine maintenance.

A centralized, computerized collections management system is used to inventory, photograph, document and track all artworks in the Public Art Collection. All documentation, both written and visual, is maintained in an easily retrievable format. Exhibited artworks are labeled with the title, artist and date of the work, at a minimum.


The Visitor and artist Matthew Dockrey

PUBLIC ART PLAN REVISIONS

The Culture, Arts and Heritage Commission is responsible for approving this Public Art Plan and all subsequent revisions. The City's Cultural Services staff is charged with monitoring and implementing this policy and may review and propose revisions at any time.

Revisions will not take effect until approved by the Culture, Arts and Heritage Commission. Minor updates that do not affect the plan itself (grammatical corrections, updated citations, updated dates, etc.) do not require approval.

Procedures used to implement this plan as prescribed in any section are exclusively the purview of Cultural Services staff and do not require approval from the Culture, Arts and Heritage Commission.

TERMS & DEFINITIONS

Accession – The act of adding an artwork to the permanent collection

Art easement – The written agreement that allows placement of public art on the property of another individual, business or organization

Artist – A person generally recognized by their peers, critics and other arts professionals as producing works of art on a regular basis

Artwork – All forms of art conceived in any discipline or medium, including visual, performance, literary, media and temporary works

Bequest – A gift or donation made through a will

Conservation – The repair of damaged or deteriorating artwork in a way that maximizes endurance with as little change to the object as possible. Treatment performed by a conservator can typically be undone if necessary. As opposed to restoration which refers to treatment that returns the artwork to a known or assumed state, often by the addition of non-original material

Deaccession – The formal removal of accessioned artwork from the permanent collection

Decommissioning – The destruction of artwork, in lieu of being sold or reinstalled at an alternative site, that was commissioned or accepted into the City's Public Art Collection as site-specific works. Generally site-specific works are created for a specific location and are not appropriate for relocation

Disposition – The ultimate method of disposal of a deaccessioned artwork. This can be done through sale, trade, donation or destruction

Diversity – The quality or state of having many different forms, types, ideas, etc.; or the state of having people who are different races, ages, who have different cultures, or who are from different geographical locations in a group

Donation – An artwork or sum of money given willingly and without compensation

Inventory – The process of checking the physical location of an artwork against the location record. Inventory is also a method of surveying the physical condition of artwork in the collection

Loan – 1) **Outgoing**: a work of art lent for exhibition in an approved public space. Artwork may also be lent to private organizations for special exhibition at their expense 2) **Incoming**: a work of art borrowed by the City of Vancouver for exhibition at the City's expense

Maintenance – Regular routine inspection and care of an artwork carried out by a trained technician

Mural – A large scale painting or other work of art executed directly on or attached to a wall, street or sidewalk.

Provenance – The history of ownership of a work of art

Public art – Original works of art that are accessible to the public and which may possess functional as well as aesthetic qualities, regardless of accession into the Public Art Collection

Public art collection – All accessioned works of art owned by the City of Vancouver

Public Art Committee – A panel appointed by the Culture, Arts and Heritage Commission for the artist selection, reviewing proposed works of art, and recommending to the Culture, Art and Heritage Commission specific expenditures of City funds for each project

Site-specific – Artwork specifically designed for and permanently installed in a particular location

Blue Messenger by George Batho

PUBLIC ART PROGRAM
Acquisition Policy for Public Art Collection

Purpose

To establish the criteria and acceptance process for the review of artwork that is accepted into the City of Vancouver's Public Art Collection.

Policy

The City and Culture, Arts and Heritage Commission shall comply with the Public Art Plan in order to consider artwork for acquisition into the City's Public Art Collection, whether acquired by a City department or the Culture, Arts and Heritage Commission. The artwork must fit the City's scope of collection, and have a direct connection to the arts programming and objectives of the City of Vancouver.

There are several ways that artwork is acquired for the Public Art Collection. To that end, the following acquisition policy defines the criteria used when considering artwork for the collection.

Roles & Responsibilities

- City of Vancouver staff, including but not limited to Cultural Services staff, make acquisition recommendations to the Culture, Arts and Heritage Commission or the Public Art Committee depending on the type and scope of art to be acquired
- The Culture, Arts and Heritage Commission, on the recommendation of the Public Art Committee, approves any artwork, valued at more than $5,000, designated for the City of Vancouver's Public Art Collection. The Culture, Arts and Heritage Commission takes into account the extent to which the acquisition meets accepted criteria and objectives as designated below
- Artwork valued at less than $5,000 may be approved by the Public Art Committee
- The Culture, Arts and Heritage Commission approves all artwork purchased with City funds. Projects with high visibility or significant costs may require approval by the City Council
- Culture, Arts and Heritage Commission approves all artwork donations made to the City of Vancouver
- City departments are required, when considering any of the acquisition types below to direct their consideration for approval to the Culture, Arts and Heritage Commission

Criteria

The Culture, Arts and Heritage Commission and its Public Art Committee may consider the following criteria and questions when conducting reviews of proposed artwork:

1. Aesthetic Quality and Artistic Merit
   a. What has the artist proposed to accomplish with the work and does it align with the project goals?
   b. Does the work under consideration have high artistic merit?
   c. Is the work relevant to the City, its values, culture and people and does it contribute to the fabric of the City? Is the work an integral component of a larger project?
   d. Is the work of art appropriate for the community it serves?
   e. Is the work of art original or a replica?

2. Placement/Siting
    a. What is the relationship of the work to the site? Is it appropriately scaled?
    b. Will the work help to anchor and activate the site and enhance the surrounding area?
    c. Will there be convenient public access to the site?
    d. Will additional parking or access accommodations be required?
    e. What are the utility requirements of the artwork?
    f. Does the artwork have a connection with the surrounding community?

3. Fabrication, Handling and Installation
    a. Are the projected costs accurate and realistic?
    b. Have written estimates been obtained from qualified technical support and fabrication contractors?
    c. Does a certain site present any special obstacles to installation?
    d. Can the work be removed or relocated with reasonable effort if necessary?

4. Maintenance Requirements
    a. Is the work suitable for outdoor display or special indoor environments?
    b. Are the materials durable and will they last? Does the work have a limited lifespan due to built-in obsolescence or inherent weakness?
    c. What are the existing or projected maintenance requirements of the work? Are they excessive or cost prohibitive? Are any unusual or ongoing costs likely?
    d. What are the artist's suggestions for protection of the work from vandalism?

5. Liability and Safety: Proposed projects may require additional review by the City's Risk and Traffic Safety programs.
    a. Is any aspect of the work a potential safety hazard?
    b. Does the work meet building code requirements?
    c. Does the work or any portion of the work require a professional seal (structural engineer, electrical engineer, etc.)?
    d. Will fencing or other types of security measures be required?

Criteria for acquisitions to the City of Vancouver's Public Art Collection include but are not limited to:

- The artwork is relevant to the collection's vision and fit within the City's defined scope of collection
- The artwork is of high artistic merit
- The artwork must be an original work of art, no unauthorized replicas are accepted
- The artwork is of the highest quality materials and construction. Generally, acquisitions should take into consideration durability and relatively low maintenance. The artwork should retain its intended appearance and function over a substantial period of time
- The artwork has historical or cultural significance, especially for the City of Vancouver
- Consideration will be given to the presence and number of works by the same artists that are already in the collection
- The artwork has clear title and satisfactory provenance

- The artwork can be preserved within the resources of the City of Vancouver. Liability associated with the artwork, based on the work's susceptibility to theft, damage and vandalism, and special insurance requirements will be evaluated. No artwork shall be acquired if the City cannot give it proper storage, protection and preservation
- The artwork is appropriate in scale, material, form and content for the audience and for the intended destination for the artwork
- The City shall have complete and total ownership rights to the artwork, including but not limited to the right to copyright, move, display and destroy such artwork without any right of compensation to the artist. Artists must sign a Visual Artists Rights Act waiver (Appendix A-1)

Acquisition Types – Definitions

There are various types of acquisition and are defined as follows:

Gifts
The City's Public Art Collection includes artworks acquired through donations and ceremonial gifts to the City. A wide range of artworks may be acquired with no limits on form or size provided they meet the established criteria. New donations to the collection require an appraisal at the time of the gift, typically provided and paid for by the donor.

Purchase/Commission of Artwork
The City may purchase artwork for the collection. The artwork is subject to the process and criteria in place for acceptance by the Culture, Arts and Heritage Commission.

Public Art Project Selection Methods

One of the following selection methods may be used to select artists or artist teams for eligible public art projects:

Open Invitational/Open Entry
The process is open to all qualified artists with possible limitations based on geographical or other eligibility criteria. Some competitions may also be open to other design professionals. The project is advertised and project guidelines are published. No fees will be charged to artists submitting materials and applications.

Limited Invitational/Focused Invitational
Selected artists are invited to enter a competition or are pre-selected as candidates for a particular project or site. Artists are considered for a commission by invitation only. A finalist may be asked to submit a proposal in the form of a drawing or maquette and/or attend and interview with the selection panel. This method generally applies when a certain type of artwork or certain qualifications and experience are required, such as sculpture competitions, site-specific works and works requiring design team expertise.

Acquisition Review and Acceptance Procedures

1. When a donor would like to give the City of Vancouver a work of art, the potential donor meets with the Cultural Services staff to review the appropriateness of the acquisition. The proposed acquisition must be of appropriate theme, character and design for public display and be consistent with criteria defined in the Public Art Plan.

2. Acquisitions must be of the highest quality design, materials and construction. Durability and maintenance requirements may be factors in considering acquisitions. The artwork should retain its intended appearance and function over a substantial period of time.
3. The donor provides support materials and forms as directed by the Cultural Services staff.
4. The Culture, Arts and Heritage Commission in most cases formally reviews the recommendation of the Public Art Committee, or the acquisition itself depending on the scope of the acquisition, and decides whether to approve the acquisition at its next regular meeting or as scheduled by the Cultural Services staff.
5. Once the Culture, Arts and Heritage Commission approves the donation, the donor provides signed documentation, depending upon the type of acquisition, to the Cultural Services staff, formally transferring ownership to the Public Art Collection.
6. The Cultural Services staff works closely with site agencies to determine a suitable location for the artwork. Once a site has been identified and the artwork placed, signage properly crediting the donor is installed next to the artwork.

Procedure for Public Art Collection Acquisitions

1. The artwork under consideration for acquisition is reviewed by the City's Cultural Services staff.
2. Artworks may be added to the collection by means of gift, bequest, purchase, commission, exchange, or any other transaction by which title to an object passes to the City.
3. The Culture, Arts and Heritage Commission reviews all potential acquisitions.
4. The Public Art Committee reviews all public art commissions, proposed gifts or bequests and offers recommendations on acceptance into the collection to the Culture, Arts and Heritage Commission.
5. For artwork offered to the City as a gift, Culture, Arts and Heritage Commission's acceptance recommendation is forwarded to City Council for approval.
6. If the object is a commissioned work, or the artist is known, the artist must complete and submit a Visual Artists Rights Act (VARA) waiver.
7. Culture, Arts and Heritage Commission accepts artwork into the Public Art Collection.
8. Once approved by the Culture, Arts and Heritage Commission, the donor or seller provides signed documentation, depending upon the type of acquisition, to the City of Vancouver, formally transferring ownership of the artwork to the Public Art Collection. All documentation related to the object will be kept as part of the object's accession file and maintained by the City of Vancouver.

Conditions

- All artworks accepted into the Public Art Collection become the City of Vancouver's exclusive property and, if unrestricted, may be displayed, loaned, retained or disposed of in the best interests of the collection, the City and the public they serve
- If an entire collection is being offered, the collection on balance must meet the established criteria for acquisition. The Culture, Arts and Heritage Commission is required to consider the disposal of those artworks not to be accessioned into the collection, and every effort will be made to align decisions on such disposal with the wishes of the donors and their legal representatives, as may be appropriate
- No artwork will be accepted into the collection if it is offered with any restriction, unless there is convincing reason to do otherwise. If an artwork is acquired with restrictions, the conditions will be stated clearly in writing and will become part of the accession records for that artwork

- Objects bequeathed to the City for the Public Art Collection should be approved for acquisition prior to the City being designated as the beneficiary. If this is not done, the collection and the City will not be under any obligation to accept the bequest. All objects bequeathed to the City are subject to the approval of the Culture, Arts and Heritage Commission. The City will observe appropriate confidentiality with regard to accepted testamentary distribution of art works
- All acquisitions will be evaluated to avoid possible violations of legal and ethical standards involving ownership, possession and authenticity. The City of Vancouver will not knowingly acquire an artwork unless valid title to the item in question can or has been acquired
- The Culture, Arts and Heritage Commission and City of Vancouver are not responsible for appraisals of artwork

Forms to be included in this policy:

- VARA Waiver
- Loan Agreements (outgoing and incoming)
- Conservation Record Form (for maintenance planning on commissioned art)
- Acquisition Form (includes provenance and maintenance information for donated art)
- Deaccession Worksheet

PUBLIC ART PROGRAM
Artist's Waiver of VARA Rights

Artist hereby agrees that___________________ [hereinafter referred to as "Artwork"], which is the subject of this agreement, shall be the property of the City of Vancouver, Washington. The City shall own the Artwork and associated rights with ownership except as provided below.

1. **Title to the Work shall pass to the City upon final acceptance.**

2. **Waiver of Rights Under Visual Artists Rights Act of 1990 ("VARA").**

   The Artist understands and agrees that, as to their rights in the Work, the provisions of this Agreement shall supersede the provisions of the Visual Artists Rights Act of 1990, 17 U.S.C. §101 et. seq., as amended ("VARA"), including but not limited to §106A(a) and §113, as to the Work, and that execution of this Agreement by the Artist shall constitute a waiver by the Artist, as permitted in 17 U.S.C. §106A(e), as amended, of any and all rights or protections in the Work, and any uses of the Work whatsoever, set out in or otherwise granted by 17 U.S.C. §101, et seq., as amended, including but not limited to §106A(a) or §113, or otherwise in the nature of "Droit Moral" under which artists claim an interest in their work. The Artist understands that despite the City's commitment not to intentionally damage, alter, or modify the Work without the prior written approval of the Artist, removal of the Work from the Site may subject the Work to destruction, distortion, mutilation, or other modification, by reason of its removal.

3. **Artist's Remaining Retained Rights in the Work.**

   The Artist retains: (i) all other right, title and interest in the Work including all copyrights, but expressly excluding any rights in the Work under VARA, including but not limited to §106A(a) and §113, or otherwise in the nature of "Droit Moral" under which artists claim a continuing interest in their products and in the maintenance or modification of their products; and (ii) all rights expressly granted in this Agreement.

   The Artist's waived rights as described above are, insofar as such rights are transferable, assigned to the City. In view of the intention that the Work in its final dimension shall be unique, the Artist shall not make any additional exact duplicate, two or three-dimensional reproductions of the final Work, including but not limited to miniatures or jewelry applications, nor shall the Artist grant permission to others to do so except with the written permission of the City. The City is unable to grant permission of any kind for political use of the Work. The restriction for duplication or reproduction shall not apply to the Artist's use of photographic reproductions of the Work in portfolio or in critical and scholarly writings. The Artist grants to the City and its assigns an irrevocable license to make two-dimensional reproductions of the Work for non-commercial purposes, in the sole discretion of the City and its assigns, including but not limited to reproductions used in advertising brochures, media publicity, and catalogs or other similar publications.

4. **Notice.** All reproductions by the City shall contain a credit to the Artist and a copyright notice substantially in the following form: Artist Name, Date of Publication.

5. **Credit to City.** The Artist shall give a credit reading substantially, "an original work owned and commissioned by the City of Vancouver, Washington," in any public showing under the Artist's control of reproduction of the Work.

6. **Registration.** The Artist shall at his expense cause to be registered, with the United States Register of Copyrights, a copyright of the Work in the Artist's name.

ARTIST'S RIGHTS:

Artist's Enumerated Contractual Rights in the Work. Subject to and consistent with the provisions of Sections 1-6 above, the Artist understands and agrees that he is therefore granted the following rights in the Work pursuant to this Agreement.

7. **Maintenance and Repair.**
   a. The City shall have the right to determine, in its sole discretion, after consultation with a professional conservator, selected by the City, when and if maintenance, repairs and restorations to the Work will be made. To the extent practical, the Artist, during the Artist's lifetime, shall be given the opportunity to make or personally supervise significant repairs or restorations and shall be paid a reasonable fee for any such services, provided that the City and the Artist shall agree in writing, prior to the commencement of any significant repairs or restorations, upon the Artist's fee for such services, and subject to appropriation by the City of such fee.

   b. All repairs and restorations shall be made in accordance with recognized principles of conservation.

8. **Damage, Alteration, and Modification.**
   a. Subject to subsection 8(c) below, the City agrees that it will not intentionally damage, alter, or modify the Work without the prior written approval of the Artist.

   b. Notification to Artist. During the Artist's lifetime, the City shall endeavor to notify the Artist of any proposed change to the place and manner of display that would affect the intended character of the Work and shall endeavor to consult with the Artist in the planning and execution of any such alteration and shall make a reasonable effort to maintain the integrity of the Work.

   c. Removal, Relocation, Sale, Donation or Destruction. Nothing in this Agreement shall preclude any right of the City, in its sole discretion, (i) to remove the Work from public display, (ii) to move or relocate the Work to another location selected solely by the City for public display, (iii) to donate or sell the Work to a third person or entity, or (iv) to destroy the Work. In addition, the Artist will have the right of final refusal as to any sale, donation or destruction of the Work. If the City decides to donate or sell the Work, the recipient or buyer of the Work will assume all of the City's duties toward the Artist stated herein, will be obligated to defend and indemnify the City with respect to such duties, and will take the Work subject to all of the Artist's rights as stated herein, and the recipient or buyer shall be given a copy of this executed Agreement at the time of donation or sale. The City will make all reasonable efforts to notify the Artist of such donation and sale and of the identity of the recipient or buyer. If the City shall at any time decide to destroy the Work, it shall by notice to the Artist offer the Artist a reasonable opportunity to recover the work at no cost to the Artist, except for an obligation of the Artist to indemnify and reimburse the City for the amount by which the cost to the City of such recovery exceeds the costs to the City of the proposed destruction as determined solely by the City., The Artist waives any rights which he might have in connection with the removal or destruction of the Work under VARA, including but not limited to §106A(a) and §113.

   d. Artist's Address. The Artist shall notify the City of changes in his address. The failure to do so, if such failure prevents the City from locating the Artist, shall be deemed a waiver by the Artist of the rights granted to the Artist in this Section 8, or otherwise retained by the Artist, the exercise of which requires response by the Artist. A mailing of notice by the City by certified mail with return receipt requested to the address of the Artist or of his attorney currently on file with the City at the time of such mailing, shall be deemed to be an adequate notification effort by the City.

e. Surviving Covenants. The covenants and obligations set forth in this Article shall be binding upon the parties, their heirs, legatees, executors, administrators, assigns, transferees and all their successors in interest, and the City's covenants do attach and run with the Work and shall be binding to and until twenty (20) years after the death of the Artist. However, the obligations imposed upon the City by Sections 7(a) and 8(a)-(c) shall terminate on the death of the Artist. The City shall give any subsequent owner of the Work notice in writing of the covenants herein by providing such owner with an executed copy of this Agreement.

DATED THIS __________ day of ________, 2020

____

Artist Signature

Contact Information

Name:

Address:

Phone: Email:

PUBLIC ART PROGRAM
Outgoing Loan Agreement

Borrower

Organization/City Department: ____________________

Contact name: ____________________

Title: ____________________

Phone: ____________________ Email: ____________________

Location where item is going:

Building name: ____________________

Address: ____________________

Loan to begin on: ____________________
(Date)

Loan to conclude on: ____________________
(Date)

Artwork name: ____________________

Artist: ____________________

Accession # or other identifier (if any): ____________________

I acknowledge that I have read and understand the loan terms of conditions provided with this loan agreement form.

____

Signature of authorizing agent Date

Outgoing Loan Terms & Conditions

Loan Period

The City of Vancouver, will loan the listed artwork(s) to the Organization (Borrower) with the stated Contact acting as the Authorized Agent. The artwork will be exhibited at the stated location for a period of at least 6 months, and for a maximum of 5 years, at which time the loan may be extended if reasonable justification for not rotating the artwork exists and an extension is agreed upon by both parties.

The City of Vancouver may cancel this loan for good cause at any time, and will give reasonable notice thereof. The Borrower may cancel the loan at any time after the stated display period, and agrees to give the City one month's notice thereof for the removal of the artwork. This Loan Agreement will expire when the artwork is retrieved by the City of Vancouver.

Display and Placement

Artwork placement will be made in consultation with the Borrower but final positioning/installation is at the discretion of the City's Cultural Services staff.

Care & Handling

The City of Vancouver is responsible for the care of the artwork in the Public Art Collection. The Borrower agrees to contact the City's Cultural Services Manager if the artwork must be moved for any reason, or is in need of cleaning or repair. If artwork is damaged due to unauthorized handling, the Borrower agrees to pay for repairs or replacement.

The Borrower will exercise reasonable care in the safeguarding of the artwork on loan. Artwork lent by the City of Vancouver will remain in the condition in which it is received. The artwork will not be handled, moved, unframed, unglazed, or covered by the Borrower, unless it is necessary in an emergency situation to protect the artwork from damage. To the best of their ability, the Borrower will ensure that no food or beverages will be consumed in close proximity to unglazed (not behind glass) artwork and that, if possible, lights located in areas with artwork are turned off when the area is not in use (e.g., offices or conference rooms). Smoking is prohibited in rooms where artwork is located.

Insurance

The Borrower agrees to insure the loaned items against all risks of physical loss or damage from any external cause subject to the standard exclusions during the period of this loan. Insurance will be placed for the work for the amount specified by the City which should reflect fair market value. In the event of an insurance claim, a professional art appraisal may be required at the Borrower's expense. Borrower agrees that if the work is damaged, recovery will be limited to such amount as may be paid by the insurer. The City must be supplied with a certificate of insurance naming the City of Vancouver as additional insured under the Borrower's policy or waiving subrogation against the City.

PUBLIC ART PROGRAM
Incoming Loan Agreement

Lender: ______________________________

Contact: ______________________________

Phone: ______________ Email: ______________

Address: ______________________________

Period of loan: ______________________________

Artwork Description

Artist: ______________________________

Title & Date: ______________________________

Medium: ______________________________

Dimensions: ______________________________

Fair market value: $______________

Do you wish to maintain your own insurance? Y N

Credit line (exact form of lender's name for exhibition labels and publicity): ______________

Conditions Governing Loans

1. The work of art on loan (the "work") will remain in the possession of the City of Vancouver (City) for the time specified in this agreement, but may be withdrawn at any time by the Lender. The work will be returned only the Lender at the address shown in this agreement unless the City of Vancouver is notified in writing.
2. In the case of a change of ownership, the new owner may, prior to its return, be required to establish legal right to receive the loan by proof satisfactory to the City of Vancouver.
3. The City of Vancouver will exercise the same care with respect to the work as it does with comparable property of its own. Except in case of emergency, the work will not be cleaned, restored, or otherwise altered without the written consent of the Lender except when the safety of the work makes such action imperative, in which case the Lender will be notified immediately. The lender certifies that the work is in good condition and will withstand the ordinary strains of packing and transportation.
4. Costs of packing and transportation will be borne by the City of Vancouver unless otherwise stated. Materials included in this loan will be packed for shipment by an experienced and competent packer.

The Lender may choose to make arrangements for the return of the loan at the Lender's expense, including insurance, by notifying the City of Vancouver in writing 15 calendar days prior to the termination of the Loan Agreement.

5. The City of Vancouver will insure the loaned items against all risks of physical loss or damage from any external cause subject to the standard exclusions during the period of this loan. Insurance will be placed for the work for the amount specified by the Lender which should reflect fair market value. In the event of an insurance claim, a professional art appraisal may be required at the Lender's expense. Lender agrees that if the work is damaged, recovery will be limited to such amount as may be paid by the insurer.
6. If the Lender elects to maintain his/her own insurance, this will constitute a release of City of Vancouver from any liability in connection with the loaned property, and the City can accept no responsibility for any error or deficiency in information furnished to the Lender's insurers or for lapses in coverage. The City must also be supplied with a certificate of insurance naming the City of Vancouver as additional insured under the lender's policy or waiving subrogation against the City.
7. Unless notified in writing to the contrary, it is agreed that the Lender authorizes the City to photograph and reproduce in any media the loan for archival, educational, and publicity purposes, including presentation on the City's website (www.cityofvancouver.us). Proper copyright and credit will be given on any photographic representation of loaned artwork.

I have read the conditions of the loan as stated above and authorize their acceptance.

Signature of lender or authorized agent **Date**

Signature of the authorized City agent **Date**

PUBLIC ART PROGRAM
Conservation Record Form (for maintenance)

To be completed by the artist. In addition, please attach a brief biography of the artist(s) if available.

Artist name: ____

Title of work: ____

Date completed: ____

Dimensions of work (HxWxD): ______________________________________

Purchase price: $______________________

Name of consulting conservator: __________________________________

Please answer the following questions as completely as possible. The information will assist us if the artwork should need future conservation.

Conceptual Information

Provide a brief statement for the artwork, including subject/source of inspiration. This information may be used on artwork designation labels/plaques.

Materials/Technique

Supply brand names of materials used when possible.

1. Principal materials used in fabrication
2. If applicable, describe any electrical components used, their operation and supplier
3. Protective coating (method of application)
4. Where was the work completed? (name of studio, foundry, etc.)

Installation

1. Are there any special installation considerations? (i.e. viewing height, measured distance from other objects, etc.)
2. If work is comprised of more than one piece requiring special assembly, supply instructions for installation and assembly. If the work is comprised of multiple parts not touching, please provide assembly instructions and detailed specifications for how the pieces should be located and installed.

External Factors

Describe the potential effects of existing environmental factors on the artwork, and provide any precautionary measures which would be taken to mitigate adverse effects on the work.

Maintenance/Conservation Instructions

Provide detailed instructions regarding the methods and frequency of maintenance for the artwork

1. Routine maintenance (e.g. removal of dust, dirt; maintenance of protective surfaces; tightening, adjusting, oiling, etc.)
2. Cyclical maintenance
3. What is the anticipated lifespan of the work?

Special Considerations

Provide detailed information about the artwork if it includes any electrical, mechanical, other unique or contemporary materials

1. Are there any electrical or mechanical components? Unique materials that require special consideration?
2. Please provide detailed schematics of electrical components or mechanical drawings and names of manufacturers.
3. How often and in what ways should these components be maintained?
4. Provide any other pertinent information for the care of the components as well as the location of the power disconnect, if applicable.

Any other comments or information that you would like to offer regarding the creation and preservation of this work of art would be greatly appreciated. Please attach an additional sheet if needed.

Please provide photo credit/s for all images of the artwork given to the City of Vancouver.

To be completed by the City of Vancouver

Condition of artwork at time of acquisition:

o Excellent   o Good   o Fair   o Poor

Artist signature   Date

City of Vancouver signature   Date

PUBLIC ART PROGRAM
Acquisition Form
(for donated art - includes provenance information)

Donor name: ____

Address: ____

Phone: ______________________ Email: ______________________________

Brief bio of donor or estate:

Artist name: ____

Brief bio of artist:

Title of artwork: ____

Artwork material and medium (if available):

Date created/completed: ______________________

Appraised value: $______________________

Special display requests?

How did the donor acquire the art?

If the donor is not the first owner, please provide the work of art's full provenance, if available.

Is there a specific reason you would like the City of Vancouver to have this work of art?

Is there a specific connection to the City of Vancouver? If yes, please describe.

Please describe any maintenance that has been done to the work:

Is there any outstanding maintenance that needs to be done? If yes, please describe.

PUBLIC ART PROGRAM
Deaccession Worksheet

Artwork Information Summary

Public Art Inventory #:

Title:

Artist:

Date of work: Date acquired:

Location:

Medium:

Current value:

Has the artist (or artist's estate if artist is deceased) been notified of intent to deaccession the work?

○ Yes ○ No

If no, why not?

Reason for Deaccession

One or more of the deaccessioning criteria outlined in the City of Vancouver's Public Art Plan must be met. Please explain in detail the reason the object has been recommended for deaccession and provide photographic documentation.

Artist's comments on deaccession (please attach any correspondence or documentation):

Method of Disposition

Which of the following methods is recommended for this artwork's disposition?

- ○ Return to original artist or artist's estate
- ○ Trade with an artist, gallery or other institution for artwork(s) of comparable value
- ○ Sale by public auction
- ○ Re-installation by another institution (appropriate only if the art's integrity, original intent or purpose can be preserved).
- ○ Decommissioning: destruction of the artwork because it cannot be relocated

Public Art Committee comments:

Culture, Arts and Heritage Committee comments:

Approval

Date approved by Public Art Committee:

Date approved by Culture, Arts and Heritage Commission:

If the recommendation to deaccession is declined, explain reason and plan for artwork:

Date of completed deaccession:

Completed by (name and title):

Signature | Date

PUBLIC ART PROGRAM
Art in the Public Right-of-Way
Siting Guidelines & Policies

ART IN THE PUBLIC RIGHT OF WAY POLICY

The City of Vancouver allows individuals/organizations to paint, install three dimensional artwork, or otherwise decorate City-owned property in the public right of way, provided that the artist/organizations proposing the artwork obtains a Long Term Right of Way Use Permit, or a Street Use Right of Way Permit prior to installation and complies with all guidelines set forth by the City.
Displays are restricted to the areas designated as available by the City. The City retains the right to deny applications that do not comply with the provisions of this policy.

LOCATIONS

City-owned property in the public right of way that may be available for decoration with prior approval includes signal boxes, manhole covers, sidewalks (where chalk or permeable paint should be used) and street intersections in residential areas, retaining walls, and light poles. Decoration of City-owned trees is limited and requires approval from the Urban Forestry Program. Right of Way is defined in Vancouver Municipal Code (VMC) section 11.01.010.

GUIDELINES

- The artwork should enhance its setting and help create a sense of place
- Artwork must be suitable for display to a diverse audience, including children
- Artworks that contain profanity, obscenity or explicit sexual imagery, nudity, graphic depictions of violence or would create a hostile environment are not permitted
- Artwork cannot display religious or political messages
- Artwork must be safe for display in the public right of way (e.g. no unsealed rust, sharp edges) and for people interacting with the art. Art should also meet Americans with Disabilities Act (ADA) accessibility standards.
- Providing space for artwork does not in any way obligate the City to assume any liability or risk for the displayed materials nor does it constitute an endorsement of the belief or viewpoints of the art/exhibit
- The City shall have the final determination as to where artwork can be located
- The City shall have the right to use photos, video, or other visual depictions of the artwork for publicity or other City purposes
- All materials used in the artwork must be provided, maintained, and paid for by the applicant

INSTALLATION

- Applicant must secure either a Long Term Right of Way Use Permit, Type D (VMC 11.60.060) or a Street Use Right of Way Permit through the City's Public Works Department*. There is a fee associated with the permit. A Right of Way Art Display Agreement, for which there is no charge, is also required.
- Along with the permit application, applicant must submit:
  - o Design of the proposed artwork
  - o Written certification of the design by a structural engineer, if required
  - o Information about how the artwork will be affixed in the right of way

** An initial conversation with the City's Cultural Services staff about the proposed project is recommended prior to filling out the Street Use Permit.*

- The City must review and approve the design of any proposed artwork
- All materials must be designed for use on the particular surface to be painted/decorated
- If the artwork includes a foundation, the design must be approved by a structural engineer
- If the artwork includes a lighting plan, that must be submitted along with the Street Use Permit. Other permits may be required depending on the type of lighting.
- Installation must be done in weather conditions meeting manufacturer's recommendations
- The applicant shall clean and prime surfaces prior to application of materials unless this requirement is waived in the Right of Way Use Permit
- Paint and other materials shall be applied according to manufacturer's instructions
- Vinyl wraps must be professionally installed
- The applicant is liable for surrounding personal property damage during installation. The following guidelines apply:
  - o The work area must be coned off so that pedestrians do not brush against painted surfaces
  - o A monitor must be present at the site until materials dry, at which time the cones and tape should be removed
  - o All paints, brushes, and painting materials must be kept within the taped off area
  - o Drop cloths must be used to protect street and sidewalk surfaces
  - o Paint spills must be immediately cleaned up
- In the case of murals or other painted surfaces, anti-graffiti coatings are encouraged. Removal of graffiti often results in the removal of anti-graffiti coating as well so may need to be reapplied
- If artwork is tagged with graffiti or damaged within the display time period that was approved on the Street Use Permit, the City will contact the applicant to repair the artwork. The applicant has seven (7) days from notification to abate graffiti and 30 days from notification to repair any other damage
- A small logo of the organization installing the artwork may be included, provided the logo and its proposed placement is shown on the design submitted with the application materials; Logo may occupy no more than 2% of the project's total surface area
- The City, through the Public Art Committee, must review and approve the design and placement of any proposed artwork. Please allow 45 days for the approval process

- The City reserves the right to reject, remove, or cover over any artwork if the City determines it is a possible safety hazard, is too large, interferes with the flow of pedestrian or vehicular traffic, creates a maintenance problem, interferes with public service or other activities in adjacent areas of is otherwise inappropriate for the space
- If the City owned property including utility boxes, retaining walls, sidewalks, etc. needs to be repaired or replaced—in part or whole—while the artwork is in place, there is no obligation on the part of the City to replace, repair or reinstall the artwork

PROCEDURE

To Obtain a Permit

Under Vancouver Municipal Code (VMC) section 11.60.060 (D), the City has the ability to issue right of way permits to allow artwork/decoration to be placed in the public right of way. Permits can be accessed online at http://www.cityofvancouver.us/publicworks/page/street-use-right-way-permits.

Item #6.

Staff Report 025-20

TO: Mayor and City Council

FROM: Eric Holmes, City Manager

DATE: 2/24/2020

SUBJECT 2020-2022 Collective Bargaining Agreement between the City and IAFF Local 452

Key Points

- Three year agreement (2020-2022).
- Rates of pay for 2020 will be adjusted by 3%, 2021 by 2.5%, 2022 by 2%.
- Fire Trust health contributions will increase by 5% in each year of the contract.
- Firefighter Paramedics will increase from 10% of the top step firefighter to 15% to reflect changing market conditions.
- The addition of Lead Captain, Lead Marine Pilot, and Shipboard Firefighting specialty assignments and qualifications to allow for better management of the Marine Division and ensure the City's ability to meet its regional agreement obligations.
- Several operational changes to the contract allow for better management of work days, vacation cancel swaps, and staffing of rescue assignments.

Strategic Plan Alignment

N/A

Present Situation

The labor agreement between the City and the IAFF Local 452 bargaining unit expired on December 31, 2019. The parties were able to work through a collaborative process and consensual decision making on many of the provisions for a new three-year agreement, and IAFF Local 452 has ratified the contract. The labor agreement is being brought to Council for approval.

Advantage(s)

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

Disadvantage(s)

There are no known disadvantages to ratifying.

Budget Impact

Funding for the wage adjustments resulting from ratification of the 2020-2022 collective bargaining agreement with IAFF Local 452 is available in the adopted 2019-2020 budget and is reflected in the six (6) year financial forecast.

Prior Council Review

None.

Action Requested

On February 24, 2020, authorize the City Manager or his designee to formally ratify the 2020-2022 Collective Bargaining Agreement with IAFF Local 452 by signing the 2020-2022 IAFF Local 452 CBA.

Lisa Takach, Human Resources Director, 487-8611

ATTACHMENTS:

- 2019-2019 Collective Bargaining Agreement Redline
- 2020-2022 IAFF Local 452 CBA

This staff report references the terms and conditions of the request for approval. Any document referred to herein and that is not attached may be reviewed prior to the City Council meeting in the office of the City Manager. Documents may be reviewed following scheduled Council meetings in the office of Central Records, 415 West 6th Street, Vancouver, WA. Office hours are 8:00 a.m. to 5:00 p.m., Monday through Friday.

AGREEMENT

By and Between City of Vancouver

and

IAFF Local 452 – Suppression Personnel

January 1, ~~2017 -~~ 2020 – December 31, ~~2019~~2022

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~~*LOA = Letter of Agreement~~

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IAFF LOCAL 452 AGREEMENT

The City of Vancouver and the Union, IAFF Local 452, recognize that the public interest requires the efficient and uninterrupted performance of Fire Department services, and to this end, pledge their best efforts to avoid or eliminate any conduct contrary to that objective. This agreement is an attempt to put in writing wages, hours and other conditions of employment. The City of Vancouver and the Union agree that changes in those areas addressed by this document shall occur pursuant to RCW 41.56.

The City of Vancouver and the Union agree that the provisions of this agreement shall be applied equally to all employees covered hereby without regard to age, sex, race, creed, religion, color, national origin, marital status, pregnancy, veteran status, the presence of any physical, mental or sensory disability, or perceived or actual sexual orientation, or any other criteria established by state or federal statutes, rules or regulations, unless such would prohibit performance of a qualifications standard that is job related and consistent with business necessity or necessary to prevent a direct threat to health and safety. NOTE: Chief = Chief or Designee.

1. Union Representation

1.1 The employer recognizes the Union (Local 452) as the exclusive bargaining agent for all captains and firefighters.

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

2. Rights of Management

The right to manage the municipal corporation is vested exclusively in the employer and such right includes, but is not necessarily limited, to the right to organize, schedule hours, staff, assign work and direct the work force; to set standards of service to be offered to the public; to introduce any and all new, improved and automatic methods or equipment in order to improve efficiency and to reduce costs, and to assign employees within the bargaining unit in accordance with such improvements and cost reduction methods, provided that safe working conditions are maintained; to take other disciplinary action for reasonable or just cause in accordance with Civil Service rules and regulations; to take action as may be necessary in emergencies (i.e., natural disasters or catastrophes); and to make and enforce rules and regulations. Except as specifically modified by or treated in this agreement, all policies, matters, questions and terms affecting unit employees in their employment relations with the employer shall be governed by such rules, axioms, administrative guidelines, policies, and procedures as the employer, from time to time, may implement. The employer agrees that the union will have an opportunity prior to implementation to provide comments and suggestions concerning the new departmental rules and regulations.

3. Union Security

~~All employees who are covered by this agreement shall be members of the union or pay their fair share of the costs of negotiating and administering the contract and other permissible fair share assessments to the union. Religious exemptions shall be handled per state law. The employer will deduct such dues/fees from the wages of these employees and forward them to the union each month.~~

3.1 Members of the bargaining unit who join the Union may authorize deduction for payments, of dues and other fees, as provided in this Article. Members of the bargaining unit who do not join the Union may choose to voluntarily make a payment in lieu of dues as provided in this Article. However, any member of the bargaining unit who does not join the Union shall have no rights to benefits provided to Union members (other than the benefits provided under this Agreement and City Policy) and shall have no right to vote or participate otherwise in Union meetings. Employees desiring to become, and/or remain, a member of the Union shall advise the employer with an "opt-in" letter provided by the Union that authorizes the deduction of payments, of dues and other fees, from the wages of employees who have chosen to "opt-in" and forward those payments, of dues and other fees, to the Union each month. Conversely, those who chose to "opt-out" of Union membership shall advise the employer in the same manner. Deduction of payments in lieu of dues and other fees from non-members of the Union within the bargaining unit shall only be made upon written authorization freely given which clearly and affirmatively consents to the deduction of the payment in lieu of Union dues. Upon receipt of notification by the Union of authorization for deduction of payments as provided for in this Article, the employer shall begin deductions effective the pay period in which the notification occurs. Amounts deducted from both members and non-members shall be forwarded to the Union each month.

3.2 In the event an employee covered by the bargaining unit notifies the Employer that he or she no longer wishes to have dues or fees deducted from their pay, the Employer shall notify the Union of the notification within five (5) working days.

3.3 The fire department shall establish a seniority list of all employees covered by this agreement and it shall be kept up-to-date on an electronic bulletin board or such medium available to all personnel. Any objections to the seniority list, as posted, shall be reported to the fire chief or his/her designee and corrected by him/her if found to be in error.

3.4 The union shall indemnify and hold harmless the employer against any and all claims, suits, judgments or liability arising from this Article for actions taken by the City in good faith.

4. Union Representatives and Union Activities

4.1 The union shall inform the employer in writing of the names of its officers who are accredited to represent it, 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.

4.2 Union activities shall not interfere with the day-to-day activities of the fire department. The City does not condone but will allow deminimis use of City owned resources in the performance of union activity only to the service levels and access points determined to be appropriate for City owned resources by the Information Technology Department at that specific moment in time. The City recognizes the union's business need to communicate to the membership utilizing the City's email system and will maintain an email "group" for such purposes.

4.3 New employees will be given an orientation class during the first month of employment, not to exceed two hours in duration, regarding the bargaining agreement and union membership. Such orientation will be given by an accredited officer of the union.

4.4 Employees who are union officials or designated representatives shall be granted time off without suffering a loss of pay for investigation grievances as approved by the chief of the department or his/her designee.

4.5 Union representatives shall be granted time off with pay for conducting union business provided that the total scheduled time off for such representatives shall not exceed one hundred forty-four (144) hours per year collectively. Union leave shall utilize the same request and approval process as other forms of scheduled leave.

During any year that the Employer and the Union open negotiations on a new labor agreement due to the fact that the agreement is expiring, the number of hours shall not exceed two hundred four (204). The Employer and the Union will work together to arrange shifts allowing union representatives to attend negotiation sessions without causing the need for hire backs.

Employees may be relocated to facilitate union meetings so long as normal staffing is maintained at all stations.

5. Work Week, Hours of Work, Shifts

5.1 Management has the right to schedule hours of work, shift assignments, and days off.

5.2 Emergency Response and Readiness –24-hour Schedule

~~In 2017, a 24/48 schedule shall be established by the employer so that the weekly hours of duty shall average forty-nine (49) hours per week on an annual basis.~~

~~The three-platoon (3-platoon) twenty-four (24) hour shift system shall be exercised in carrying out this work week through the last full FLSA cycle of 2017.~~

A. ~~Beginning the first full FLSA cycle of 2018, a~~ The four-platoon (4-platoon) shift schedule shall be twenty-four (24) hours on, forty-eight (48) hours off, twenty-four (24) hours on, ninety-six (96) hours off, and be established by the employer so that the weekly hours of duty shall average forty-eight (48) hours per week on an annual basis.

The schedule identified above results in a forty-two (42) hour workweek with approximately ninety-one (91) scheduled Static Work Days.

To increase to a forty-eight (48) hour workweek, employees shall be assigned to work thirteen (13) Dynamic Work Days pursuant to the Annual Work Day Selection and Assignments Policy. ~~Fifteen~~ In 2020, fifteen (15) of these days are selected in Bands (increase), and two (2) days are selected as Contractual Work Hour Reduction Days (reduction), equaling a total of thirteen (13) Dynamic Work Days.

In 2021, employees will select eleven (11) Dynamic Work Days and will be responsible for 2 additional flexible Dynamic Work Days (48 hours) which must be used to work open shifts in a work period in which the firefighter is not already working a Dynamic Work Day. Firefighters who have not used all flexible Dynamic Work Day hours by the last day of the annual staffing cycle will be debited one and one-half (1.5) hours of PDO for each unused hour; provided that firefighters who made themselves available to work an additional shift at least twenty-four (24) times during the year will be debited one (1.0) hour of PDO for each unused flexible Dynamic Work Day hour. Days count for purposes of making oneself available only if the firefighter is in the top five (5) names by seniority for the day; the burden of demonstrating this fact will be on the firefighter. Firefighters who separate from employment during the calendar year and who have not used a prorated portion of their flexible Dynamic Work Day hours will have their PDO accounts reduced by the number of hours owed or, in the absence of adequate PDO hours, will have remaining funds withheld from their final paychecks.

B. Three (3) meal and two (2) break periods, in addition to regular work periods, will be provided when working twenty-four (24) hour shifts.

5.3 Emergency Response and Readiness – Alternative Schedules

The alternative schedules below may be utilized so long as not less than 38 personnel are maintained on the 24/48 schedule.

A. **4-10's.** A 4/10 schedule may be utilized by the employer so that the weekly hours of duty shall average forty (40) hours per week within a 7 day work schedule, and may be from Sunday through Saturday. The work hours will begin at 0700 and end at1700. Schedules will be assigned with consecutive days of work and consecutive days off. One meal and two break periods, in addition to regular work periods will be provided when working a 4/10 schedule.

Employees may take paid days off (PDOs) while assigned to this schedule with the approval of their supervisor, outside of the annual bidding process.

B. **12/12/24.** A 12/12/24 schedule may be utilized by the employer. The shift shall consist of one twelve (12) hour shift, one twelve (12) hour shift and one twenty-four hour (24) shift in any combination, during a consecutive three (3) day period, so that the weekly hours of duty shall average forty-eight (48) hours per week within a seven (7) day work schedule and may be from Sunday through Saturday. Schedules will be assigned with consecutive days of work and consecutive days off. Two (2) meal and two (2) break periods, in addition to regular work periods, will be provided when working a 12/12/24 schedule. 12/12/24 schedule shall be considered as 24-hour employees where referenced elsewhere in this document unless a distinction is made specifically in that article.

Employees may take paid days off (PDOs) while assigned to this schedule with the approval of their supervisor, outside of the annual bidding process.

Response and readiness for alternative schedules and posting

1. Definitions:

   a. **Point Posting:** Positioning of a rescue at a specific geographic location, detached from a station, to provide emergency response during peak demand hours. Point locations will be identified. Rescues will respond from and return to the identified location unless actively responding to a call.

   Intent of Point Posting:
   The department needs to be able to Point Post to collect response data to determine optimal deployment locations for emergency response planning. The minimum time period needed for collection of data is six (6) months. Point Posting

will be limited to six (6) months total in a rolling twelve (12) month calendar, regardless if Point Posting locations are changed (i.e., the calendar does not reset with a change in locations).

If Point Posting is adopted as an operational program versus data collection; a climate controlled alternative will be made available for crews to use during their shift. This may be in the form of a rented store front, mobile job site trailer or other convenience the department finds that meets the conditions of a climate controlled environment. The department will consider climate controlled alternatives when analyzing potential Point Posting locations to be used during data collection.

b. **Zone Posting:** Positioning of a rescue in a broad geographical location, detached from a station, with pre-identified boundaries during peak demand hours. Zones will be identified and rescues will be allowed to move freely within the zones while waiting for call assignments. Zone posting will allow for access to public facilities and other private establishments during the shift hours.

c. **Station Based:** Positioning of a rescue at a fire station during peak demand hours. This may be the Rescues assigned station or another station.

2. Scheduling:

Point Posting: 4/10s with consecutive days of the week identified as work days.

Zone Posting; 4/10s with consecutive days of the week identified as work days.

Station Based: 12/12/24 or 4/10s with consecutive days of the week identified as work days.

C. ~~D. If a member is compelled by management to~~ All members on an assignment on an apparatus utilizing the emergency response and readiness alternative schedule~~, the compelled party~~ will be given a ~~5%~~ five percent (5%) pay increase for the term of the assignment regardless of whether the assignment was voluntary or compelled. This premium will not apply to members performing fill-in or overtime work due to the absence of a member who is regularly assigned to an apparatus utilizing the emergency response and readiness alternative schedule.

5.4 Assignment and Transfer from and to a 4/10 or 12/12/24 Schedule

A. Assignments to ~~these schedules~~ the Rescue Assignment will be first by those who desire to fill the vacancy and meet the qualifications for the position. If no employee willingly accepts the position, selection will be made based upon the employee with the least non-probationary seniority within the position ~~(or Out of Class if the Captain position is unfilled)~~ per the Annual Work Day Selection and Assignments Policy. Except when necessary to replace a departing member or a member who is medically unable to fulfill a Rescue Assignment, beginning in 2021 all Rescue Assignments will be for a complete Annual Staffing Cycle.

B. Members of the Rescue Assignment may exchange shifts per Section 5.5.

C. Members on the Rescue Assignment (whether bid or compelled) will not participate in the annual PDO selection process applicable to those working 24-hour shifts. These members will select PDO in the manner identified in the Paid Days Off and Comp Time Selection Policy.

~~Transferring to these shifts will be completed following the standard practice in place for transferring work schedules with a thirty (30) day notice if it is a non-voluntary assignment.~~

5.5 Employees shall be allowed to exchange shifts with each other so long as such exchanges do not interfere with the day-to-day operations of the fire department, and these exchanges shall be approved pursuant to the Shift Trades Policy.

Employees shall not work more than seventy-two (72) hours in any eighty-four (84) hour work period. In any consecutive eighty-four (84) hour work period an employee must have no less than twelve (12) hours of consecutive off duty time.

The Union and the Administration mutually agree that if an employee is fatigued to the point of being unsafe, as determined by the supervisor, said employee may be relieved of duty earlier than the seventy-two (72) hours.

5.6 New Hire and Retraining Schedule

A. Newly hired firefighters will initially be scheduled on 40-hour work week for up to six (6) months for orientation and training. This work week may be flexible depending on training needs, specifically for EMT classes and/or offsite recruit school training. Schedules requiring an employee to work outside a normal 5-8's or 4/10 schedule will require thirty (30) days' notice.

B. Probationary employees shall not miss scheduled training nor owe or be owed more than twenty-four (24) hours trade time.

C. Any employee who fails to pass the most recent department knowledge and skills assessment or repeatedly fails to perform specific skills to the level required in the VFD training manual may be scheduled on a 40-hour work week for up to three (3) weeks for retraining. Each employee will be allowed two (2) attempts to pass all phases of the test or perform the required skill(s) before being assigned to a 40-hour work week. Upon such failure, the employee will be immediately removed from duty and placed on administrative leave until the beginning of the retraining period. The employee may appeal the relevancy of the knowledge and skills assessment to the Training Division Chief, and thereafter to the Deputy Chief or Chief. Such appeal shall not be subject to the grievance procedure.

5.7 Administrative Assignment Schedules

A. An employee may be placed on a 40-hour per week schedule on a temporary basis for administrative assignments by mutual agreement between employee and employer. The hours of work for 40-hour per week administrative employees shall be 0800 to 1700 hours, Monday through Friday. One meal period and two break periods shall be provided by the employer within the employee's scheduled work day. Alternative work schedules may be instituted only by mutual agreement of the employer and the employee.

B. Employees may take paid days off (PDOs) while on a 40-hour per week schedule with the approval of their supervisor. This 40-hour per week schedule will not interfere with approved pre-scheduled PDOs. Any probationary employee (new hire or promotional) will not be subject to administrative assignments on a 40-hour work week basis. If an administrative assignment is compelled by management, the compelled party will be given a five percent (5%) pay adjustment.

C. Administrative assignments shall not exceed two (2) years, with the following exception: An incumbent in an administrative assignment may reapply for a second consecutive term, but the only case in which an employee may serve more than two (2) consecutive terms in the same administrative assignment position will be where there are no other qualified applicants.

D. The qualifications for any administrative assignment will be provided to the union at least thirty (30) days prior to the selection process.

E. Probationary captains may be placed on a temporary forty (40) hour work week for up to three (3) weeks for training and orientation.

F. Training Captain assignments will be made as outlined in AG #400.5 and are not subject to the terms of the Article.

5.8 Leave Accruals for 40-hour Per Week Assignments

Employees working a 40-hour per week schedule, including light duty, for thirty (30) days or more shall, for the purposes of leave accrual~~,~~ and holidays, ~~and Kelly days~~ be treated as follows: (Assignments as Recruit-Academy instructors are not subject to this clause)

A. PDO/STD

1. 12/12/24 – The same as ~~24/48~~ the four-platoon schedule, as outlined in Appendix A.

2. PDO and STD Accruals – At the time a 40-hour assignment reaches thirty (30) days, their leave accruals will be treated as follows:

Conversion Factor Equation – Divide the work week hours that the employee is going in to by the work week hours they are leaving. For example, on PDO:

24-hour shift employee, working a forty-eight (48) hour workweek, with twelve (12) years of service and a balance of 650 hours.

Conversion to 40-hour accrual maximum:
650 times .833 equals 541.45 hours. This is his/her new balance. He/she works the 40-hour schedule for four (4) months, accruing at 22.85 hours per month, bringing his/her balance to 632.85 hours. He/she then returns to a 24-hour shift schedule.

Conversion to 24-hour accrual maximum:
632-85 times 1.2 equals 759.42 hours. This is his/her new balance.

Once the administrative assignment ends, the employee's PDO and STD balances shall be converted back to that of a 24-hour shift employee (see example above). Partial months of administrative assignment shall be prorated on a daily basis for purposes of PDO and STD leave accruals.

B. Holidays

1. ~~24/48~~ Four-platoon shift employees working a 40-hour work week on administrative assignment shall be allowed holiday leave as outlined in Article 9.4 during their administrative assignment.

2. Employees working the 4/10 or 12/12/24 response and readiness schedule shall be allowed holiday leave as outlined in Article 9.5.

~~Kelly Days~~

~~Employees will receive Kelly Days only when assigned to a 24/48 schedule.~~

6. Productive Hours of Work

Productive hours of work are, 0800 to 1700, with exercised discretion of the Company Officer.

A. Except in an emergency situation, the City will notify the Union in advance when working outside these productive work hours.

B. If crews are required to work outside the productive work hours, they will be given an equal amount of standby time during normal productive work hours on that day.

C. Requiring work outside productive work hours should be an exception for training, events, or other items that cannot be completed during normal productive work hours.

On Saturday and Sunday four continuous (4) hours will be used as time to perform activities such as company and individual training, catch up on memos and communications, PA's, or as otherwise determined by the company officer.

On each day 0700-0800 is reserved for apparatus checks, morning meal and travel to assigned work beginning at 0800.

7. Leave Time

7.1 Paid Shifts Off

A. Each 24-hour shift employee shall be granted "paid shifts off" each year in compensation for vacation, holidays, sickness and personal business time off. The 24-hour shift employee shall accumulate "paid shifts off" in accordance with Appendix A of this document. Paid shifts off will be scheduled according to departmental policies and procedures. The City recognizes, however, that the number of employees allowed to take vacation on any given shift is a mandatory subject of bargaining. The process to determine the number of employees allowed to take PDO on any given day is outlined in the Paid Days Off and Comp Time Selection Policy and Use for Response Personnel. These limits do not include battalion chiefs or any personnel who regularly work a 40-hour work week.

B. Each 40-hour per week shift employee shall be granted "paid days off" each year in compensation for vacation, sickness, and personal business time off. See Article 9, below, regarding holidays. The 40-hour per week personnel shall accumulate "paid days off" in accordance with Appendix A of this document.

C. Employees may~~.~~ begin using accrued PDO hours as soon as the hours are earned in said bank. PDO hours accrued in a pay period cannot be used in the same pay period in which time is earned, i.e. PDO hours accrued in the 1st through the 15th pay period cannot be used until the 16th through the end of the month pay period and so forth.

An employee shall be paid for all earned and accrued PDO hours at the employee's current rate of pay when he/she terminates employment.

D. If an employee must leave his/her work assignment due to a personal emergency during his/her shift, he/she will be paid for hours actually on duty during said shift. Such leave shall be charged to the appropriate leave balance and shall require the approval of the shift commander. Emergency leave shall be granted for up to one (1) full shift off to attend to emergencies. When the employee does not have reasonable time to schedule trades, such time off shall be granted with the approval of the Battalion Chief or shift commander, and such time off shall be charged as leave without pay, if there are not sufficient hours in the appropriate leave balance.

E. In the event an employee cancels a previously scheduled paid shift off, the shift commander may allow another employee to take that shift as a paid shift off; provided however, those sufficient remaining employees would be on duty to meet safe operating staffing levels as defined by department policy.

7.2 Short-Term Disability – LEOFF-II Employees

A. Employees hired after October 1, 1977, shall accrue short-term disability at the following rates:

(1) 24-hour and 12/12/24-hour employees – the accrual rate shall be twenty~~-four (24~~ (20) hours per month to a maximum accumulation of 1,911 hours.

(2) ~~Effective the first of the month that is at least thirty (30) days after Vancouver City Council ratification,~~ 40-hour employees – the accrual rate shall be ~~twenty (20) hours per month.(2) 40-hour employees – accrual shall be 19.6~~ 16.32 hours per month to a maximum accumulation of 1,560 hours

~~.Effective the first of the month that is at least thirty (30) days after Vancouver City Council ratification, the accrual rate shall be 16.32 hours per month.~~

~~B~~.

B. Probationary employees –will begin accruing paid shifts/days off for sickness immediately and may begin using accrued STD hours as soon as the hours are earned in said bank. STD hours accrued in a pay period cannot be used in the same pay period in which time is earned, i.e. STD 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.

C. ~~C.~~ Use of this leave is available only for illness or injury which requires leave.

D. Payoff of Unused Short-Term Disability – ~~Effective the first of the month that is at least thirty (30) days after Vancouver City Council ratification, any~~ Any employee who separates from the employer under the following circumstances shall be paid a sum equal to twenty percent (20%) his/her accrued and unused short-term disability leave.

(1) Statutorily eligible for LEOFF retirement

1. 53 years old and 5 years of service; or
2. 50 years old and 20 years of service

(2) Separates due to a duty disability.

7.3 LEOFF-II Time Loss Guarantee (Duty Related)

A. **Duty Related Injury Leave**

~~An employee who suffers a work-related disability as defined in RCW, Title 51, will receive from the City their normal monthly salary minus the time loss benefit amount as provided under RCW, Title 51 as follows:~~

~~For the first six (6) months beginning on the date they are unable to perform the full scope of the identified physical and/or mental requirements of their regularly assigned position, the City will provide the full supplement.~~

1. In lieu of the statutory supplement described in RCW 41.04.500 et seq., the City will supplement the time loss payments received by employees who have suffered on-the-job injuries as follows:

(a) The City will provide its supplement by paying the employee's base salary during a period of time loss. The City's supplement will begin on the first date an employee is entitled to time loss benefits under RCW, Title 51 and shall continue as long as the employee is receiving benefits under RCW, Title 51, up to a maximum of six (6) months from the first date of time loss.

(b) Employees receiving the City's time loss supplement must, within ten (10) business days of receipt, sign over to the City all time loss payment checks provided by the City's insurance administrator and/or the State.

2. After this first six (6) month period, ~~the~~ employees may supplement time loss payments, up to their normal monthly salary, ~~will be paid~~ from ~~the employee's~~ their available leave accruals.

3. Employee benefits~~-~~, including the Health Trust contribution, STD, LTD and PDO will continue for the duration of the employee's employment~~-~~.

4. In a circumstance of a catastrophic one-time event, where the injury results in an immediate, total and permanent disability where the employee is unable to perform the essential job functions, excluding death, the provisions of a duty related injury shall apply; provided that no employee will receive the supplement described in this section after receiving permanent total disability compensation or pension as referenced in RCW Title 51 if they are unable to work as a firefighter.

~~2. In a circumstance of a catastrophic one-time event, where the injury results in an immediate, total and permanent disability where the employee is unable to perform the essential job functions, excluding death, the provisions of a duty related injury shall apply.~~

~~**Time Loss Reconciliation**~~

~~Time loss reconciliation will occur no sooner than the pay period following payment of time loss. Any time loss payments made to an employee for worker's compensation benefits shall be used to credit the employee's STD balance with the number of hours determined by dividing the time loss payment by the employee's hourly rate.~~

B. **Off Duty Rescue/Lifesaving Disability**

1. Any employee who is disabled while engaging in a rescue or lifesaving situation, in the Vancouver Fire service area, while off duty, will receive the benefits provided under this article, provided that such situation did not occur while self-employed or in the employ of another where the scope of such employment would potentially involve such actions.

C. ~~-~~An employee may, for a period of two (2) months following return to active service, draw prospectively upon STD the employee is expected to accumulate, up to a maximum of three days (3) or three work shifts (3), whichever is greater. Any STD leave drawn prospectively as provided in this subsection, shall be charged against earned STD leave until such time as the employee has accrued the amount needed to restore the amount used. In the event an employee terminates active service without having restored the STD leave drawn prospectively, the employer shall deduct the actual cost of any payments made under this subsection from compensation or other money payable to the employee, or otherwise recover such payments.

7.4 Light Duty – LEOFF II Employees

A. **On-the-Job Light Duty.** The employer shall require light duty to be performed by any employee whose injury is the result of an on-the-job injury, subject to the approval of and limitations determined by the employee's treating physician. Light duty may include, but is not limited to, fire inspections. Light duty is not a permanent assignment, and rather is intended to provide a temporary bridge between the time of injury and returning to regular duty.

1. The employer will not require work of the employee which would aggravate the condition for which the employee's duty has been limited.

2. The light duty assignment shall begin seven (7) calendar days following the employer's receipt of clearance by the employee's doctor unless the employee wishes to begin earlier. Employees retain all contractual rights to which they would otherwise be entitled. A LEOFF-II employee's STD balance shall not be charged for any supplement paid to the employee while performing a light duty assignment.

B. **Off-the-Job Light Duty.** For injuries occurring off the job, the employer shall not require that employees return to work on a light duty basis. If employees wish to return to work on a light duty basis, they shall make such request to the Chief. The employer agrees to provide at least five (5) light duty assignments for injuries that occur off the job. Of the five (5) light duty assignments, at least two (2) of the positions will perform fire inspections as the primary focus of the light duty work.

(a) Cross Jurisdictional Agreement

IAFF Local 452 Fire Marshal's Office shall allow IAFF Local 452 Suppression uniformed members to perform cross-jurisdictional fire inspections while on light duty at the direction of the Fire Marshal.

C. **Schedule and Pay.** All light duty assignments, whether a result of on or off the job injuries, shall be on a 40-hour work week basis. If a 24-hour shift employee is assigned to a 40-hour work week, their pay will be calculated based on a 40-hour work week.

D. **Holidays.** 24-hour shift employees working a 40-hour work week on light duty assignment shall be allowed holiday leave as outlined in Article 9 during their light duty assignment.

~~**Kelly Days.** 24-hour shift employees working a 40-hour work week on light duty assignment shall not be granted Kelly days during their light duty assignment.~~

E. **Leave Accrual**. Suppression employees, who continue on light duty for thirty (30) days or more, will have their leave accruals treated as follows:

Conversion Factor Equation – Divide the work week hours that the employee is going in to, by the work week hours they are leaving. For example on PDO:

24-hour shift employee, working a forty-eight (48) hour workweek, with twelve (12) years of service, begins administrative assignment on July 1, and has a balance of 650 hours.

Conversion to 40-hour accrual maximum:

650 times .833 equals 541.45 hours. This is his/her new balance on July 1. He/she works the 40-hour schedule for four (4) months, accruing at 22.85 hours per month, bringing his/her balance to 632.85 hours. He/she returns to 24-hour shift schedule on November 1.

Conversion to 24-hour accrual maximum:

632.85 times 1.2 equals 759.42 hours. This is his/her new balance on November 1.

STD Accrual (LEOFF II only) – At thirty (30) days, the employee's STD balance shall be converted to that of a 40-hour per week employee, by multiplying his/her balance by a factor of ~~.816~~.833. The employee will then accrue STD at the rate of 16.32 hours per month. Once the light duty assignment ends, the employee's STD balance shall be converted back to that of a 24-hour shift employee, by multiplying his/her balance at the end of the light duty assignment by a factor of ~~1.225~~1.20. Partial months of light duty assignment shall be prorated on a daily basis for purposes of STD accrual.

8. Medical Examinations

8.1 The employer has the right to require medical/physical or psychological examinations by a licensed practitioner of all employees covered by this agreement to assure that they continue to meet the requirements for the position as set forth by the local pension board and/or department rules and regulations. The employer recognizes and respects the employee's right to privacy of personal medical/family history information which is not related to the employee's ability to perform the job. When requiring an examination, the employer shall request only information which is reasonably necessary to determine the employee's ability to perform his/her job, any appropriate restrictions of duties, the likely duration of any such restrictions and the probable date of return to duty.

The Chief shall request that the practitioner recommend corrective measures to be taken by the employee to improve the health and/or physical condition which impairs the employee's ability to perform his/her job. The Chief may direct the employee to follow the corrective measures.

8.2 If an employee is required by the employer to have an examination under this article:

(1) Such examination shall be at the employer's expense.

(2) Actual time spent, including travel time, as authorized by the employer, shall be considered work time and paid at time and one-half (1 ½) times the employee's base rate of pay if the examination is on a day in which would otherwise have been a day off.

8.3 If an employee is injured, and the employer requires the employee to be evaluated for fitness for duty prior to returning to work, the evaluating physician will consult with the employee's private physician in the process of making that evaluation.

9. Holidays

9.1 The following days are recognized as "legal" paid holidays:

New Year's Day – January 1
Martin Luther King Jr. Day – Third Monday in January*
President's Day – Third Monday in February
Memorial Day – Last Monday in May
Independence Day – July 4
Labor Day – First Monday in September
Veteran's Day – November 11*
Thanksgiving Day – Fourth Thursday in November
~~The~~ Native American Heritage Day (the day immediately following Thanksgiving ~~Day~~)
Christmas Day – December 25

These two holidays are granted only to 40-hour per week personnel.

9.2 24-hour shift personnel will be granted time off for holidays as specified in 7.1 above.

9.3 Holiday Routine

Unless mutually agreed upon by the department and the union, no scheduled training or extraordinary station maintenance shall occur on the following days:

New Year's Day – January 1

President's Day – Third Monday in February
Memorial Day – Last Monday in May
Labor Day – First Monday in September
Thanksgiving Day – Fourth Thursday in November
Christmas Day – December 25

July Fourth is not included as a holiday for "holiday routine" due to the special nature of events surrounding that day.

9.4 For 40-Hour Week Personnel –

A. Employees will receive eight (8) hours of holiday pay per occurrence.

a. For employees scheduled for other than an eight (8) hour day, the employee will not be required to work on the holiday, and may choose to either:

1. Utilize PDO or compensatory time to cover the additional hours beyond eight (8); or

2. Work the hours beyond the eight (8) hours of holiday, for which they will be compensated at regular straight-time.

B. Any of the holiday's in section 9.1 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.

C. Any employee who is on authorized sick leave when a holiday occurs will receive the equivalent of eight (8) hours pay for that holiday and will not have his/her sick leave accrual charged. For employees working other than an eight (8) hour day, the additional hours will be deducted from the employee's STD bank.

D. Any employee who is on scheduled and approved vacation when a holiday occurs will receive eight (8) hours pay for that holiday. For employees working other than an eight (8) hour day, the additional hours will be deducted from the employee's PDO bank.

E. Any 40-hour per week employee who is required to work on one of the actual holidays as specified in 9.1 shall be paid double his/her base rate for the hours worked plus pay for the holiday.

F. Holidays recognized on a normally scheduled day off the employee will bank eight (8) hours of holiday pay.

a. This bank will be paid out at the time they move to a 24-hour shift.

b. The employee will have the option to cash out any portion of the holiday bank, annually, during the same timelines of the contractual PDO payout.

G. New employees working other than an 8-5 schedule will be allowed to utilize accruals as noted in 9.4 (A) to cover any additional time.

a. In the instance where a holiday is in the new employee's very first pay period, the employee will be allowed to "borrow" the hours from their PDO bank and an adjustment will be made the following pay period.

9.5 For Personnel Working 12/12/24 schedules

a. During recognized holidays, personnel working this schedule will be stationed-based and be provided the holiday routine identified in 9.3.

10. Military Leave

The employer abides by the provisions of the laws of the State of Washington, RCW 38.40.060, which stipulates that employees who are members of the National Guard or Federal Reserve military units are entitled to be absent from their duties for a period of up to twenty-one (21) calendar days with pay during each year (October 1 – September 30) while engaged in the performance of ordered military duty and while going to or from such duty.

Twenty-one (21) calendar days for 24-hour personnel is defined as:

- (0001 – 2359 hours) = One (1) calendar day
- Twenty-one (21) calendar days = 10.5 shifts
- One (1) shift = Two (2) days

11. Other Leaves

11.1 All leaves without pay will be handled in compliance with Civil Service Rules and Regulations.

11.2 A maximum of five (5) working days, or forty-eight (48) working hours in the case of 24-hour shift employees, bereavement leave shall be allowed when there is a death in an employee's immediate family. "Immediate Family" is defined as spouse, domestic partner, child, mother, father, brother, sister, or step family, aunt, uncle, niece, nephew, mother-in-law, father-in-law, daughter-in-law, son-in-law, brother-in-law, sister-in-law, grandparent, grandchild, and grandparent, grandchild of the spouse or member of the employee's immediate household. (It is understood that this policy extends to members of a domestic partner's family to the same extent as specified for a spouse above).

11.3 Bereavement leave in excess of forty-eight (48) working hours for 24-hour shift employees or forty (40) hours for 40-hour per week employees may be charged to either accrued sick leave balance or paid shifts off with the approval of the Fire Chief or his/her designee.

11.4 Family and Medical Leave (FMLA) shall be granted pursuant to the requirements of the Family and Medical Leave Act of 1993, the Washington Family Leave Act and the City of Vancouver policies.

12. Rates of Pay

12.1 *Forty-Hour (40) Per Week Personnel*

The hourly rate of the employee will be his/her monthly base rate multiplied by twelve (12) months and divided by 2080 hours. This rate multiplied by eight (8) hours will be the daily base rate; multiplied by forty (40) hours will be the weekly base rate; and multiplied by 173.3 hours will be the monthly base rate.

12.2 *Twenty-Four (24) and 12/12/24 Hour Shift Personnel*

A. Twenty-Four (24) Hour Shift Personnel

~~In 2017, the hourly rate of the employee will be his/her semi-monthly base rate multiplied by twenty-four (24) pay periods and divided by 2548 hours.~~

~~Beginning the first full FLSA cycle of 2018, the~~ The hourly rate of the employee will be his/her semi-monthly base rate multiplied by twenty-four (24) pay periods and divided by 2496 hours.

Any time that a 24-hour employee is paid for a period of less than a full month, the reduction in salary for the unpaid period will be computed by placing the employee's semi-monthly salary on an annual basis and dividing this total amount by the annual hours to compute the hourly rate.

B. 12/12/24 Hour Shift Personnel

The hourly rate of the employee will be his/her semi-monthly base rate multiplied by twenty-four (24) pay periods and divided by 2496 hours.

Any time that a 12/12/24-hour employee is paid for a period of less than a full month, the reduction in salary for the unpaid period will be computed by placing the employee's semi-monthly salary on an annual basis and dividing this total amount by the annual hours to compute the hourly rate.

12.3 Rates of pay for employees covered by this agreement and the effective date(s) thereof shall be as set forth in Appendix G.

A. Captain Pay Structure

Step 1:	TSFF* 1.10% (110%)
Step 2:	CP1* 1.05% (approximately 115%)
Step 3:	CP2* 1.05% (approximately 120%)
Station Captain	CP3* 1.05% (approximately 125%)
Special Projects	1.05% of current captain step rate

B. For information regarding the history of and transition to the Captain pay structure please refer to Appendix D.

12.4 Fire fighters will receive their annual step increases effective on their anniversary date. Captains will receive step increases per the Company Officer program.

12.5 *Promotional Increases*

At the time of promotion, employees will move to that step in the new range which results in an increase of at least 4.2%. in no event shall a promoted employee's salary be less than the starting pay of the salary range for the new position, nor in excess of the highest pay of the salary range for the new position.

13. Policy References

13.1 ~~13.1~~*Promotional Process*

Selection of candidates to be appointed to a promotional position within the bargaining unit shall be from a certified eligibility list created from the examination process as established by the Civil Service Rules and Administrative Guideline ("AG") #500.3. If there are any conflicts between the Civil Service Rules and the Administrative Guideline, AG #~~500.3will~~ 500.3 will control.

~~13.2 New Policies to be included as Reference Materials of the 2017-2019 Agreement~~

~~The Department's current Policies and Procedures entitled:~~

13.2 *Policy Changes*

Any proposed changes to applicable rules, regulations, and/or policies that involve mandatory subjects shall be bargained pursuant to RCW 41.56.

~~Annual Work Day Selection & Assignments~~
~~Overtime Distribution~~
~~Paid Day Off and Comp Time Selection and Use for Response Personnel~~
~~Shift Balancing~~
~~Shift Trades~~
~~Staffing~~

~~are attached to this contract and dated by their effective date. These policies are printed and attached to the end of this document for the parties' ease of reference only. The parties agree that the employer retains its right to develop, implement or amend all policies with reasonable advance notice to the Union, and that the Union will be entitled to negotiate mandatory subjects of bargaining regarding any changes in accordance with RCW 41.56. Any of these six policies revised during the term of this agreement, once bargained, shall be printed and attached to the end of this document. The resulting updated document shall be re-posted, and electronic copies will be updated on city servers where previously posted.~~

14. Clothing and Bedding

14.1 At the time of hire, the employer shall provide to all personnel all safety equipment and uniform equipment deemed necessary by the employer.

The employer will provide repair or replacement of the above on an as needed basis, as determined by the employer. When a part of the uniform has been determined to be in need of replacement, the employer will provide the replacement within a reasonable period of time.

14.2 Beds and Bedding

The employer will provide beds and bedding for 24-hour shift personnel. Bedding shall be laundered and/or cleaned as necessary at the expense of the employer. City-owned washer, dryer and supplies will be provided by the employer for use of employees.

15. Overtime/Double Time

15.1 In the event the need for overtime should arise, overtime will be compensated according to the following schedules.

A. Double time will be paid when predetermined staffing levels are increased to address emergency situations. Such pay shall be for a minimum of two (2) hours.

B. All other circumstances where overtime is required will be paid at time-and-one-half (1 ½). 40-hour per week employees will be paid time-and-one-half (1 ½) for all time worked:

1. In excess of forty (40) hours per work week; or
2. Outside the employee's normal assigned work schedule.

15.2 At the employee's option, compensating time off at the applicable premium rate may be accrued in lieu of overtime or callback pay. Compensating time off may accumulate not to exceed forty-eight (48) hours. Employees may use a maximum of ninety-six (96) hours of compensating time off in a calendar year.

15.3 Comp time must be used in a minimum of four (4) hour blocks between the hours of 0800 – 1200 and a minimum of five (5) hour blocks between the hours of 1200 – 1700.

15.4 Employees who work on a normally scheduled PDO shall be compensated as follows:

A. Employees shall be paid at the appropriate rate (overtime or double time) for all hours worked.

B. Twenty-four (24) or twelve (12) hours in the case of suppression personnel (based on applicable schedule) or eight (8) or ten (10) hours, as applicable in the case of 40-hour personnel, shall be deducted from the employee's PDO balance.

If the employee chooses to cancel his/her normally scheduled PDO per department policy and report to work, all hours worked shall be paid at straight time and the employee's PDO balance will not be reduced for that day.

15.5 In the event a bargaining unit member is called into work for overtime and subsequently sent home as not needed, such employee will be paid a minimum of two (2) hours of straight time at the pay rate of that individual.

16. Apprentice Program

All new employees are required to participate in the apprentice program subject to a one (1) year probation, to include those individuals that are hired from another journeyman department, and must complete all provisions of the program, (as adopted by the Joint Committee) as a condition of employment. If unusual or extraordinary circumstances occur, outside the control of the participant, the Joint Committee will evaluate and determine any exceptions to meeting the requirements.

Current firefighters, paramedics, and captains will become journeyman through a process developed by the Joint Committee in compliance with JATC (Joint Apprenticeship and Training Committee) requirements and Washington State Law.

The recruit training academy and EMT will be paid by the employer to include: wages, benefits, and tuition. In addition, if the academy is outside the Vancouver service area the following will also be paid by the employer: mileage, commuting time wages for once a week travel to and from the academy, housing, and meals. The City will not pay overtime for any "Related Technical Instructions".

The City will reimburse the required tuition cost, if a grade of "C" or higher attained, for all "Related Technical Instruction". The apprentice will enroll in on-line training opportunities and perform this coursework during the apprentice work hours. The City will establish a separate reimbursement account separate from the current reimbursement systems. The Joint Committee will regulate the apprentice requirements to assure the apprentice can reasonably meet these requirements.

Wages for new apprentices will be paid according to the current collective bargaining agreement. Employees hired with JATC credentials shall be compensated at the wage step commensurate to their current level of certification within the JATC system.

For the purpose of attaining any apprentice training requirements, the productive work hours of apprentices will be extended to 10 pm at night for all assigned shifts. The City will ensure that discretionary time for the apprentice to work on apprentice training requirements will be made available.

Apprentices may be placed onto a daytime schedule for purposes of mandatory apprentice training requirements without any additional pay or premiums. The City will provide an annual schedule for each apprentice of the training requiring a schedule change prior to vacation selections each year.

Fire District 5 and the City agree to no longer use volunteers for emergency response delivery. In the event the apprentice program ends, the volunteer program will be reinstated to provide emergency response delivery existing within the scope of the program as it exists at the date of ratification of the November of 2014 Memorandum of Understanding. Outside agencies like the Red Cross and the Trauma Intervention Program (TIP) will continue to operate in support of emergency operations.

Apprentices will be allowed to work overtime and participate in shift trades in accordance with current policy, practice and pursuant to the parties' collective bargaining agreement. If the City utilizes an external recruit school for initial training, they will maintain a ratio of at least one (1) IAFF 452 instructor to every six (6) recruits (for example: 1-6 recruits, 1 instructor. 7-12 recruits, 2 instructors). The first instructor will be a Captain, and subsequent instructors will be drawn from an established instructor pool of interested IAFF 452 members who may be Captains, Firefighters, or Firefighter Paramedics. The instructor pool will be established by the employer based upon requests of the membership for interested applicants with a subsequent interview process for selection as determined by the employer.

17. ~~-~~EMT Certification

17.1 It shall be a requirement of employment to acquire and maintain a Washington State EMT-B certification.

17.2 The employer will provide the training necessary to maintain EMT-B certification.

17.3 No employee shall be terminated due to a temporary loss of his/her EMT-B certification.

18. PLACEHOLDER

19. Specialty Pay

19.1 Specialty pay will apply to the following assignments:

A. Hazmat

B. Tech Rescue

C. Marine

1. Deckhand or Officer – Technician Level
2. Marine Captain – Technician Level
3. Lead Marine Captain – Lead Level
4. Marine Pilot – Marine Pilot Level
5. Lead Marine Pilot – Lead Marine Pilot
6. Marine Coordinator – Coordinator Level

D. Shipboard

1. ~~SCBA~~ Shipboard Firefighter – Technician Level
2. Shipboard Firefighter Team Leader – Lead Level

E. SCBA-Technician Level

1. When in an SCBA specialty, the specialty pay will end if the employee is not assigned to a SCBA station for more than one month.

2. The employer may choose to end SCBA assignments and contract out for such repairs at any time.

F. PIO ~~–~~ – Team Lead Level

19.2 Specialty Pay shall be at the following monthly percentages:

Specialty Pay 1 (Trainee)	1.1% of base pay
Specialty Pay 2 (Technician)	2.2% of base pay
Specialty Pay 3 (Team Lead/Coordinator)	3.6% of base pay
Specialty Pay 4 (Coordinator)	5.0% of base pay
Specialty Pay 5 (Marine Pilot)	7.0% of base pay
Specialty Pay 6 (Lead Marine Pilot)	8.4% of base pay

19.3 Assignment to any specialty will be by mutual agreement of the parties, and any assignment may be ended by the employer at any time.

19.4 Specialty Pay (SP) amounts are not cumulative. For example, a firefighter at SP 3 level shall not receive specialty pay for the SP 1 and 2 levels. He/she shall only receive specialty pay at the SP 3 level.

19.5 To receive Specialty Pay under this contract, an employee must have prior approval of the Chief. Special Operations teams personnel shall adhere to all rules, regulations, policies, and training standards established by the City and the Vancouver Fire Department.

19.6 Only one specialty assignment will be allowed per person; provided that the Fire Chief may permit one or more employees to combine the PIO or Shipboard Firefighting specialty with another specialty if necessary to fill vacancies. Employees who have two specialties assigned as of ~~1-1-2017~~ 1-1-2020 will be grandfathered until one or both of their specialty assignments end.

20. Paramedics

20.1 Effective January 1, ~~1995~~2020, employees who are assigned by the Chief as paramedics shall be compensated as follows:

A. Fifteen percent (15%) of the top step firefighter (without competency) salary shall be added to the monthly base wage of Firefighter Paramedics.

B. Ten percent (10%) of the top step firefighter (without competency) salary shall be added to the monthly base wage of ~~the employee~~Captain Paramedics.

20.2 There are three distinct classifications of paramedic-certified employees, as follows:

A. Those who became paramedics before January 2, 1995.

B. Those who became paramedics between January 2, 1995 and December 30, 1995.

C. Those who became paramedics after December 30, 1995.

20.3 ~~20.3~~To decertify, the paramedic employee must notify the Fire Chief in writing, and they must take the necessary steps to ensure they transition directly from paramedic to EMT-B.

A. Those in classification A may decertify provided it does not cause the Department to drop below 17 paramedics. Such requests shall be approved on a first-come, first-served basis.

B. Those in classification B may decertify once the Department has appointed (through hiring or classification change) another paramedic to fill the paramedic vacancy they would create. Such requests shall be approved in seniority order based on length of service as a paramedic in this Department.

C. Those in classification C may request to decertify and the City may allow them to decertify once the Department has appointed another paramedic to fill the paramedic vacancy they would create. Such requests shall be approved in seniority order based on length of service as a paramedic in this Department.

20.4 No employee shall be terminated due to a temporary loss of his/her paramedic certification.

20.5 Minimum staffing for paramedics for leave ~~and Kelly Day~~ selections will be eleven (11).

20.6 Captain Paramedic (PM) Classification Phase-Out

A. Current Captain Paramedics have the option to decertify as a PM. Pay will be red circled at their current Captain Paramedic (step and years of service) rate until such time as the appropriate declassified Captain (step and years of service) rate is greater than their current Captain Paramedic rate.

1. Must give one (1) year notice by July 1 or January 1 effective same date following year.

2. The City will allow three (3) per six (6) month period to decertify as a PM.

a. In the event more than three (3) Captains desire to decertify in the same six (6) month period, seniority within the Captain rank will determine which three will be allowed to decertify.

B. Paramedics hired prior to January 1, 2017 or members approved to become paramedics prior to January 1, 2017 may decertify as a PM when promoted; or are grandfathered and the above language will apply.

C. Paramedics hired after January 1, 2017 must decertify as a PM when promoted to Captain.

21. Vacancies and Working Out of Classification

21.1 It is the intent of the employer to budget officer positions and to fill them as required, to provide the level of supervision determined by the City to be necessary and consistent with the safety of personnel and citizens as well as service to the community. Therefore, it is the intent of the employer that any work by any member of the unit in a job classification other than his assigned job classification would be an exception, except in circumstances where officers are utilizing benefit accruals or coverage for administrative assignments In the event that the same position must be consistently filled by temporary appointment, contrary to the intent of the parties, the employer and the union will meet to discuss resolution of the issues.

21.2 Within the context of the above statement of intent, the following is specifically agreed to by the parties hereto:

A. The employer will create and fill sufficient officer positions to provide departmental supervision. The employer will provide an officer or "Out of Class, Acting, or Temporary "Officer" to each engine and truck company at all times. However, in no case will the employer schedule more than four (4) non-regular officers to duty as company officers on engines and trucks.

1. This maximum does not apply from 0700-0800.

2. No individual will be compelled to work Out of Class unless they have been qualified to do so (except for compelled rescue assignments).

3. To be eligible for an Out of Class assignment after January 1, 2018, the Captain Out of Class Task Book will be required to be completed before working out of class.

4. On a daily basis, if overtime is necessary, it will first be offered to fill open Captain vacancies; even if the result is movement of a regularly assigned person from their bid spot in order to minimize the amount of overtime needed to fulfill minimum staffing requirements.

C. Out-of-classification pay will be paid in the following manner whenever a vacancy occurs for any reason:

1. When a firefighter is required to work as captain, or;
2. If a captain is required to work as a battalion chief, or;
3. When a firefighter or paramedic is required to work as a lead.

He/she shall be compensated at a rate of five percent (5%) more than his current pay rate, excluding overtime or other provisions for special pay.

D. In making out-of-classification assignments, the shift commander will appoint such person that he deems qualified. In making such determination, he/she shall give first consideration to employees on applicable eligibility lists. In order to work out of class, a firefighter must have at least four (4) years seniority in the department.

21.3 Whenever a vacancy occurs (i.e., the person is separated from service), said vacancy shall be filled; provided this shall not supersede any Civil Service laws or regulations, nor shall it affect the City Council's prerogative to, at any time, eliminate any position or staff's prerogative to recommend the same to Council.

21.4 The employer shall notify the union, in writing, fourteen (14) days prior to any recommendation to eliminate any position.

22. Employee Insurance

22.1 **Life Insurance.** Each employee shall receive a term life insurance policy in the amount of one (1) times annual base salary, not to exceed $100,000, rounded up to the nearest $1,000, double indemnity, the premium for which will be paid by the employer.

22.2 **Health Insurance.** During the term of this agreement, IAFF Local 452 will provide medical, dental and vision benefits to members, their spouses, qualified domestic partners, and dependents through the Vancouver Firefighter's Union Health and Welfare Trust established September 16, 2011 ("Trust").

It is the goal of the parties that this agreement will provide a long-term framework for bargaining unit health care coverage. Through this agreement, the parties seek to:

1. meet the health care needs of employees, their spouses, qualified domestic partners, and dependents;

2. significantly slow the growth of health care costs and create a more sustainable system;

3. provide greater collective consumer choice, control, and accountability; and

4. participate in a plan that is financially stable and in compliance with all applicable state and federal regulations.

A. Governance.

1. The primary purpose of the Trust is to fund medical, vision, and dental benefits to members, their spouses, qualified domestic partners, and dependents. The City recognizes that the Trust will incur administrative expenses, including broker fees, 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, which may include the payment of claims. The Trustees will provide the City with a copy of the Trust's annual audit, which shows that monies have been used for

these purposes, and that all expenditures were made for the purpose of providing Heath Care Benefits.

2. All health plan decisions, including but not limited to, the level of benefits, who is eligible, and the amount to be paid by employees, their spouses, qualified domestic partners, and dependents, will be made by 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 the Union will be made by the Trust.

3. The Trust will give notice to the City within thirty (30) days of implementation if any contributions are used for purposes other than medical, dental or vision plans.

4. The Trust, either directly or through its advisors, is expected to:

    1. contract for fiduciary liability and/or errors and omissions insurance in an amount as reasonably determined by the Trustees;

    2. contract with a licensed trust company or other financial institution to hold the plan assets; and

    3. put in place a fidelity bond covering all persons who handle plan assets.

5. The Trust will contract with vendors and providers regulated and, where applicable, licensed, by the appropriate regulatory agency (e.g. Office of the Insurance Commissioner of the State of Washington, etc.).

B. <u>Trust Contributions.</u>

I. Beginning January 1, ~~2017~~2020, the City contribution per employee per month will be $~~1,870.72~~2,165.59.

Beginning January 1, ~~2018~~2021, the City's contribution per employee per month will be $~~1,964.26~~2,273.87.

Beginning January 1, ~~2019~~2022, the City's contribution per employee per month will be $2~~.062.47~~,387.57.

6. All Trust contributions must be made to the Trust by the 10th day of the month. Trust contributions will be made for each employee that is on the payroll as of the first of that month. Upon request of the Trust, the City agrees to facilitate an electronic or wire transfer of these funds to the Trust to expedite their delivery to the Trust.

7. If the City is delinquent in submitting contributions to the Trust, the City shall pay the Trust interest at a rate of twelve percent (12%) per annum.

8. In the event the Trust determines that employee contributions to health care coverage are required, the City will make deductions from payroll upon request. Where required, written authorization from employees to allow for a pre-tax deduction pursuant to a cafeteria plan under Code Section 125 will be provided to the City prior to the time deductions are made. The parties will determine a procedure that facilitates this process, allows for pre-tax deductions where appropriate, and minimizes the administrative burden on the City.

9. The Trust will be responsible for all COBRA coverage (pursuant to federal requirements).

10. The Trust will provide to the employee and the taxing authorities appropriate tax reporting forms for any employees receiving benefits that are considered taxable. The City shall fund the "employer" portion of any required payroll taxes (e.g. employer share of Medicare) associated with taxable medical, dental and vision benefits, including those that may be payable with respect to a domestic partner coverage. In no event, will the City be responsible for any required payroll taxes beyond what the City was responsible for before the Trust was established. The Trust shall separately bill the City for any such payroll taxes that may be due.

C. Legal.

1. It is agreed the City is not taking any responsibility for claims risk, and the sole responsibility of the City is to pay the required Trust contributions.

   In the event of any penalties, surcharges or taxes imposed upon the City that are directly related to the provision of Health Care Benefits under this Agreement (such as through PPACA), either the Trust will pay the penalty, surcharge or tax directly, or the City will pay and deduct that amount (other than any employer portion of any required payroll taxes from the Trust contributions due the following month (or months)).

2. The Trust will comply with all applicable state and federal laws. Without limiting the foregoing, this includes Washington State Privacy Act, HIPPA, COBRA and PPACA.

3. The City is not responsible (including fiduciary responsibility) for any of the actions of the Trust. The Trust will defend, indemnify and hold harmless the City from any and all liability that relates in any way to the operation of the Trust or providing Health Care Benefits to employees, their spouses, qualified domestic partners, and dependents. Without limiting the foregoing, the Trust will defend, indemnify and hold harmless

the City from any and all liability related to claims that are the responsibility of the Trust.

In the event the Trust has insufficient assets to perform its obligations, under this Agreement, the IAFF Local 452 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.

4. The Union acknowledges the Trust's responsibility to comply with all of the applicable provisions of the PPACA and federal and state laws and the Trust will file all required forms applicable to the Trust with the appropriate authorities.

D. Information Provided to the City.

1. The City will be provided with a copy of an annual audit within thirty (30) days of receipt of the audit by the Trust, as well as the annual IRS Form 990, Return of Organization Exempt from Income Tax and any additional schedules/supplemental filings within thirty (30) days of filing with the federal government.

2. The Union will provide the City with sufficient information to bargain concerning the ongoing operation of the Trust, consistent with RCW 41.56.

3. The Union will also provide to the City upon request, a copy of the annual report Form 5500 filed with the Internal Revenue Service.

22.3 **Flexible Spending Accounts.** All employees will have the option of participating in City sponsored Flexible Spending Accounts (FSAs) for reimbursable medical costs, dependent care costs, or premium sharing costs.

22.4 **Long-Term Disability Insurance.** After six (6) months of employment, the City will convey to the Trust, an amount equal to $45 per active employee, as calculated on the 1st of every month. The Trust will then be required to purchase long-term disability insurance through the Trust on behalf of such employee.

23. Medical Expense Reimbursement Plan (MERP)

23.1 A monthly deduction will be taken for each employee and will be contributed to the Medical Expense Reimbursement Plan of the Washington State Council of Firefighters Employee Benefit Trust (the "Plan").

A. The Union asserts the Plan is established in compliance with applicable federal and state laws. Further, the Union agrees to indemnify, defend and hold the City harmless for any and all liability, claims, demands, suits or any other loss, damage or injury to person or property arising from or related to the provisions of this article, including income tax withholding liabilities and tax penalties or any other monetary impacts.

B. Funds diverted to the Plan shall be considered as base salary for purposes of total compensation calculation as outlined in Appendix E.

C. The City will treat these contributions as ordinary income unless the Union provides the City with a legal opinion that the Plan is qualified under the Internal Revenue Code for tax deferred status and that the contributions made to the Plan by the City are not includible in the gross income of employees whose salaries would be reduced at the time the contributions are made.

D. In addition, the Union will provide to the City at their request, a copy of the Summary Annual Report published by the Plan. The Union will also provide to the City upon request a copy of the annual report Form 5500 filed with the Internal Revenue Service.

23.2 Deductions

A. The City shall take a pre-tax deduction of $125.00 from the normal salary of each eligible employee. The Union has the right to notify the City of changes (increases or decreases) to the monthly deduction. The Union shall document such changes in writing to Human Resources no later than the 25th of the month prior to the desired date of change. The parties agree that no additional MOU's will be needed to make changes to the monthly amount.

1. The deduction will be split between the employee's 10th and 25th of the month paychecks.

2. Deductions shall be made on a pre-tax basis.

B. The City shall additionally make a contribution to the Plan in the amount of one hundred percent (100%) of the cash-out value for all eligible accrued and available sick leave on the date of the eligible employee's retirement, as identified in Appendix C.

C. The City shall additionally make a contribution to the Plan for all members hired on or before July 1, 1989 in the amount of one hundred percent (100%) of the cash-out value for all eligible, accrued and available vacation leave on the date of the employee's separation.

1. The accumulated cash-out value deduction shall be made on a pre-tax basis.

24. Physical Fitness and Wellness Program

24.1 Participation in the physical fitness program as mutually set up by the Union and the City shall be mandatory. The City and the Union shall meet at least annually to continually evaluate the program.

24.2 The City will contribute up to $370 per authorized (on January 1 of each year) FTE to the Trust on an annual basis for wellness programming.

~~A. The Local agrees to collaborate with the City in directing each employee to have their annual hearing exam at the same time as their annual wellness exam; however, the City will pay for the hearing exam separately and independent of the annual contribution per authorized FTE.~~

Payment will be made to the Trust monthly upon receipt of statement certifying the names of the individuals who have completed the wellness physicals~~-~~. Parameters of the Wellness Program will be mutually agreed to by the City and the Union.

All information gathered as a result of the pre-screening and wellness testing process shall remain confidential between the medical and/or other service provider and the employee. Neither the City of Vancouver nor the Union shall have any right of access to the information.

24.3 Employees are required to participate in an annual hearing exam performed during on-site testing (or an alternative) arranged by the City. The City will pay the costs associated with hearing testing.

25. Retirement Plan and Deferred Compensation

25.1 All employees shall participate in the State of Washington Law Enforcement Officers and Firefighters Pension System. Employees may participate, at their option and cost, in the deferred compensation programs provided by ICMA Retirement Corporation and Washington State DRS Deferred Compensation.

26. Identification of Jobs

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

26.2 When work operations involving new or substantially changed requirements are established after the effective date of this agreement and such requirements are not adequately or specifically described in an existing job, the employer will describe and establish a new job in an appropriate range. Copies of the job description will be furnished to concerned employees and the union.

27. Grievance Procedure

27.1 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. Employees shall have access to the Union-Labor Relations Committee prior to advancing a grievance through the formal grievance procedure.

27.2 Procedure

A. If a grievance is to be advanced under this procedure, it shall be presented by the grievant(s) to the Fire Chief within twenty-one (21) days from the date of the alleged breach or violation of this agreement. The grievance shall be reduced to written form by the grievant(s) and shall:

1. Fully describe the grievance and how the grievant(s) was/were affected.
2. Set forth the section(s) of the agreement allegedly violated and state the specific nature of the violation.
3. Indicate the date(s) of the incident(s) grieved.
4. Specify the remedy or solution to the grievance sought by the grievant(s).
5. Identify the grievant(s) and be signed by the grievant(s).
6. Specify whether the grievance procedure should begin at step 1 or step 2.

The grievant(s) may be accompanied by the union representative in presenting the written grievance to the Fire Chief. Presentation of the grievance may be made in person, by mail, or other electronic means, by the grievant(s), the Union, or both.

Step 1: The parties will use an interest based problem solving process to resolve the issues identified in the grievance. The process will include all individuals necessary and with authority to reach a resolution. Any resolution of the grievance will be in writing and signed by the parties. If the grievance is not resolved in twenty-one (21) days, the grievance shall automatically advance to step 2.

Step 2: The Fire Chief shall conduct a meeting with the grievant(s) and the union representative, or with the union representative only, at the discretion of the Union. The chief shall make a decision on the matter, in writing, within twenty-one (21) days of receipt of the grievance. Copies of the decision shall be mailed, emailed, or hand delivered to the grievant(s), the union, and the City Manager.

Step 3: If the grievance remains unresolved after the decision has been rendered by the Fire Chief, the grievant(s) shall, by letter, or electronic means, deliver the grievance to the City Manager or his/her designated representative within fourteen (14) days after receipt of the decision reached in step 2, above. The City Manager or his/her designate shall conduct an investigatory hearing with the appropriate parties within fourteen (14) days of receipt of the written grievance and shall render his decision within fourteen (14) days of such hearing, with copies to the grievant(s), the Union and the Fire Chief.

B. If the grievance is not settled in step 3, the Union may request arbitration of the grievance within twenty-one (21) days after receipt of the decision of the City Manager, or his designate, as hereinafter provided. In cases involving a dispute that is reviewable under both the grievance procedure and the Civil Service, the union will not proceed to arbitration unless the grievant(s) waives the right to proceed before the Civil Service Commission.

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, an arbitrator shall be selected by the process of alternately striking from a panel of eleven arbitrators (selected from WA or OR) requested from the Public Employment Relations Commission (PERC) or the Federal Mediation and Conciliation Service (FMCS).The loser of a coin toss shall strike the first name. The request to PERC or FMCS shall state the general nature of the issue and ask that the nominee be qualified to handle the type of issue involved.

The City and the Union will jointly share the fee for selection and services of an arbitrator.

The arbitrator shall render a decision as promptly as possible. The arbitrator shall consider and decide only the specific issue(s) submitted in writing by the Employer and/or the Union, and shall have no authority to make a decision on any other issue not so submitted. The arbitrator shall have jurisdiction and authority only to interpret, apply or determine compliance with the specific terms of the agreement and shall not have jurisdiction to add to, detract from, or alter in any way, the provisions of this agreement. A decision within the jurisdiction of the arbitrator shall be final and binding upon all parties. The expenses and fees incumbent to the services of the arbitrator shall be split equally between the parties.

27.3 Failure by the grievant(s), or his/her representative, to advance the grievance to step 3 or to arbitration within time limits stipulated in this article shall constitute abandonment of the grievance. The parties may mutually agree in writing to extend the time limit for given step for a stated period of time. Failure by the employer to reply in a timely manner constitutes a denial of the grievance, unless both parties have agreed to an extension of the time line.

28. Employee Discipline/Termination

28.1 The employer may, in good faith for or cause, take disciplinary action by written reprimand, suspension, demotion, or discharge. 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. Employees shall be given the opportunity to read and answer all disciplinary letters or performance evaluations 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 reprimand, but rather an indication that he/she has seen and comprehends the gravity of the disciplinary action. A copy of the letter will be provided to the union upon authorization by the employee.

28.2 It is agreed by both parties that no entries may be made to an employee's personnel file from anonymous sources without substantive evidence.

28.3 The guidelines outlined in AG #500.4 will be followed by all parties in investigations into allegations of misconduct or substandard performance that, if substantiated, would likely lead to discipline as outlined in 28.1.

29. Labor Relations Committee

29.1 The Labor Relations Committee shall be composed of the Fire Chief and the Union Local President and/or their designees.

29.2 This committee shall meet at least monthly, or more frequently as agreed upon, to discuss mandatory subjects of bargaining.

29.3 The Fire Chief may hear input from the union on non-mandatory subjects of bargaining, and may consider the union's position on those matters.

30. Conflict of Contract and Ordinance

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 Personnel Ordinance and that where it is found that the provisions of such an agreement are in conflict with the Personnel Ordinance, that the language of the agreement would become the basis for recommending an amendment of the ordinance.

31. Tuition Reimbursement

The employer shall establish a tuition reimbursement account in the Fire Department budget in the amount of $8,000 for each year of the agreement. The department and the Union shall develop and monitor a program for the disbursement of these funds to eligible union members.

32. Substance Abuse Prevention Policy

32.1 The Union and the City agree that the Substance Abuse Prevention Policy shall apply to all members of the bargaining unit outlined in appendix H.

The City will conduct periodic training of all personnel, including supervisory personnel, in the content of the policy and in the means and methods whereby supervisory staff may identify characteristics triggering a “reasonable suspicion” testing process.

The City will endeavor to make available to any employee, at the time he/she may be required to undergo testing under the policy, a summary of the following: how and where the test will be administered, what the employee should do pending the outcome of the test results, and what may occur based on a positive test result.

Failure on the part of the City to provide this information to an employee prior to administering a test under the policy shall not void the results of the test nor shall it be considered a grievable action under the contract.

33. Paydays and Payroll Deductions

Pay periods shall be the following:

Pay period of 1st through 15th - payday on 25th
Pay period of 16th through the end of the month – payday on 10th

Continued salaried (half of monthly pay each pay period – continue to calculate hourly for overtime purposes).

The parties agree that additional payroll deductions will be mutually agreed upon by the employer and the union.

34. Separability Clause

In the event that any provision of this agreement shall be determined to be illegal or in violation of any federal or state law or regulation, whether by judicial or administrative determination, that portion of the contract shall be deemed excised from this agreement and all other portions unless dependent upon the excised portions shall remain in full force and effect.

35. Non-Reduction of Wages and Working Conditions

The parties hereto agree that the wages and working conditions in effect and now being paid to and enjoyed the members of the union shall not be reduced in view of the provisions of this agreement, provided, however, that nothing in this article shall be construed as limiting management rights pursuant to Article 2, above.

36. Appendices and Amendments

All appendices and amendments shall be numbered or lettered, dated and signed by the responsible parties and shall be subject to all provisions of this agreement.

37. Successor Clause

This agreement and all amendments thereto, shall be binding upon the successors and assigns of the parties hereto, and no provisions, terms or obligations herein contained shall be affected, modified, altered or changed in any respect whatsoever by the consolidation, merger, annexation, transfer or assignment of either party hereto.

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.

38. Termination and Renewal

38.1 This agreement is effective January 1, ~~2017~~2020, and shall remain in full force and effect through December 31, ~~2019~~2022, and shall be automatically renewed thereafter upon each anniversary of said date unless written notice to the contrary is given by either party as set forth in 38.2, below.

38.2 Pursuant to the provisions of RCW, Chapter 41.56, the employer agrees to commence negotiations with the union not later than June 1 of any calendar year wherein the union notifies the employer of intent to reopen the agreement on the anniversary date in order to modify wages, hours and other terms and conditions of employment for the employees covered by this agreement.

~~The parties agree to commence negotiations for a successor contract to the 2017-2019 agreement no later than February 28, 2019.~~

Dated this ____________________ day of ___________________, ~~2017~~2020.

For the Employer

____
Eric J. Holmes, City Manager

____
Joseph Molina, Fire Chief

____
~~Suzi E~~Lisa M. ~~Schwabe~~Takach, HR Director

Approved as to form:

____
~~E. Bronson Potter~~Jonathan Young, City Attorney

Attest:

____
~~R. Lloyd Tyler~~__________, City Clerk

For the Union

____
~~Mark Johnston~~Judson McCauley, President

____
Greg Straub, Vice President

____
~~Kevin Hart~~ Pete Adams, Secretary

____
~~Judson McCauley, Shop Steward~~

Dave Sturbelle, Treasurer

APPENDIX A

IAFF LOCAL 452

Paid Days Off Accruals ~~Effective January 1, 2006~~

For 24-Hour Shift Employees~~:~~

During Year of Service	Paid Shifts off Per Year	Accrual Rate Per Month	Maximum Accumulation
1-5	11 Shifts	22 Hours	824 Hours
6-10	12	24	824
11-15	14	28	824
16-20	15	30	824
21-25	17	34	824
26+	18	36	824

For 40-Hour Work Week Employees:

During Ye ~~of Service~~		Accrua ~~Per Month~~	Maximum*	~~Maximum*~~ ~~Accumulation~~
~~1-5~~		~~17.95Hours~~	~~672Hours~~	
~~6-10~~		~~19.58~~		~~672~~
~~1~~		~~22.8~~		~~672~~

~~11-15~~	~~15~~		
~~16-20~~	~~18~~	~~24.4~~	~~672~~
~~21-25~~	~~24~~	~~27.7~~	~~672~~
~~26+~~	~~28~~	~~29.3~~	~~672~~
~~During Year~~ of Service	~~Accrual Rate*~~ Per Month	Accumulation	~~Maximum*~~
1-5	8.33 Hours	686 Hours	
6-10	9.99		686
11-15	3.32		686
16-20	4.99		686
21-25	8.32		686
26+	9.99		686

~~* Accrual rates and maximums are determined by multiplying the 24-hour accrual rates and maximums by .816 (40-hour workweek/49-hour workweek = .816)~~

~~**Beginning January 1, 2018 (first full FLSA cycle of 2018):**~~

~~**For 40-Hour Work Week Employees:**~~

* Accrual rates and maximums are determined by multiplying the 24-hour accrual rates and maximums by .833 (40-hour workweek/48-hour workweek = .833)

In addition to the above, a maximum of one hundred twenty (120) hours per person for those employees on a 24-hour shift and a maximum of eighty-two (82) hours for those employees on a 40-hour work week are allowed to be sold back at regular base rate. The intention to sell back PDO's must be declared in the last pay period of October, in advance of the PDO selection process. PDO's may then be bid with the remaining PDO balance for that year.

APPENDIX B

~~**PLACEHOLDER**~~

~~APPENDIX C~~

IAFF ~~LOCAL~~ Local 452

~~Payoff of Unused Sick Leave - LEOFF II~~

~~Payoff of Unused Short-Term Disability - Any employee listed below who retires from the employer on account of age shall be paid a sum equal to ten percent (10%) of his/her accrued and unused short-term disability leave if he/she has more than ten (10) years of service with the employer; twenty-five percent (25%) if he/she has more than fifteen (15) years of service with the employer; or fifty percent (50%) if he/she has more than twenty years (20) of service with the employer.~~

~~Any employee listed below, who leaves the employer in good standing for reasons other than retirement, shall be entitled to one-half (1 ½) of the percentages stated in paragraph 1 above.~~

~~Listing of LEOFF II Employees Eligible for Sick Leave Payoff~~

~~Bartow, Fred~~

~~APPENDIX D~~

~~IAFF LOCAL 452~~

Company Officer

March 1, 1995, the City and the Union bargained and agreed upon a "Company Officer Program" which resulted in the following:

1. The elimination of the rank of Lieutenant, and,
2. A process for movement through the steps of Captain which were based on time in grade and specific educational/experiential requirements.

The City and the Union have agreed upon those requirements necessary to proceed through the steps of the Captain rank. Any changes to the program will be mutually agreed upon between the city and the union.

As of January 1, 2017:

Company Officer Step Program

- Current Step 1 have the following two options:
  - Fulfill the Step 1 requirements in the current program.
    - After this step is completed, you then transition to the new program for all future steps.
  - Fulfill the Step 1 requirements in the new program
- Current Step 2 and above can opt into the new program, or choose to stay in the current program.
    - Staying in current program results in no access to Company Officer Step Program tuition reimbursement, but maintains access to department tuition reimbursement.
- All education from an accredited college toward a Bachelor's degree in Fire Science or Administration, Public or Business Administration, or Emergency Management.
- Accredited schools determine what credits apply.
- Program Overview:
  - Cpt 1: Four (4) years with VFD
  - Cpt 2: One (1) year and completion of probation as Cpt 1. Complete fifteen (15) credits in Bachelor's program as noted above. Incident Command System (ICS) and Incident Safety Officer (ISO) Classes.
  - Cpt 3: Four (4) years as a Captain. Forty-five (45) additional credits as noted above. Qualified to work OOC as a BC. Successful completion of Haz-Mat On-Scene Incident Commander (IC) and the NFA "Introduction to Emergency Response to Terrorism" classes.
  - Station Captain: Initial recruitment from current Step 3 and above Captains; future recruitments are two (2) years as a Step 3 Captain. Thirty (30) additional credits as noted above. Promoted by testing process as bargained between the parties, with rule of three (3). One (1) per station. Health and Safety Officer class.
    - Current Captain 4 and 5 red circled if not selected to fill station captain role and assigned as a Step 3 Captain.

Captain Pay Transition

Step	Medic/Captain	Captain	
1	4	8	110%
2	7	6	115%
3	7	7	120%
4*	0	7	124%
5**	6	1	125%
Station Captain***		(10)	125%

- *Current Step 4 captains not receiving a station captain position will increase to 124% and then be red circled until such time as the step 3 captain rate exceeds their red circled rate.
  - Current step 4 captains will be grandfathered in, there will be no additional progression to the former step 4 or 5 positions, instead there will be opportunity to progress to a station captain or special projects captain position.
- **Current Step 5 captains not receiving a station captain position will be red circled at the appropriate 2017 station captain rate, until such time as the step 3 captain rate exceeds their red circled rate.
- ***Based on comparables as of 11.16.2016, station captain rate was 128%. The negotiated station captain rate is 125%, a difference of 3%, multiplied by 10 station captains equals 30%. 30% was divided by the number of current step 4 captains as of 11.16.2016 (7) to get to 4.28%. That 4.28% was rounded down to account for the possibility of additional step 3 captains advancing to step 4 prior to the execution of the agreement. The 4% added to their current 120%, resulting in a grandfathered step 4 of 124%. Both parties agreed to this methodology for calculating the rate of the grandfathered step 4 captains.

Tuition Reimbursement

Up to $50,000 per year towards tuition, books, and fees for the company officer step program up to EOU rates.

APPENDIX ~~E~~C

IAFF LOCAL 452

Method of Negotiating ~~This~~ the Contract

For the 2017 - 2019 contract, the method of determining total monthly compensation and considering departmental policies and other working conditions was as follows:

The following departments were used as comparable:
Eastside Fire & Rescue (King County Fire District 10)
Kent
Central Pierce Fire & Rescue (Pierce County Fire Protection District #6)
Snohomish County Fire Protection District 1
South King Fire & Rescue
Spokane Local #29
Tacoma Firefighters Local #31

The parties agreed to determine the comparable by:
Population (50%-150%) Fire Agencies in Washington
Assessed Valuation (50% - 150%)

A study was conducted to determine total monthly compensation for this group of comparable and Vancouver Fire Department. Total monthly compensation included the following, all of which were converted to dollars:

- Base salary for top step fire fighter
- Longevity pay for a 10-year employee
- Competency pay for a 10-year employee
- Education pay for an Associate Degree, divided by one-third (1/3)
- Holiday pay or In-lieu-of holiday pay
- Deferred compensation matching

Any specialty pay that is paid by fifty percent (50%) of the comparables that is not yet identified in the collective bargaining agreement shall be included in the negotiations of the successor collective bargaining agreement.

The "net hourly compensation" components were then added together and divided by seven (7) to reach an average "net hourly compensation."

City of Vancouver's "net hourly compensation," using the above formula, was then compared to the average of the seven (7) comparable and adjusted.

APPENDIX ~~F~~D

IAFF LOCAL 452

Competency Pay – effective January 1, 2009

As part of the annual fire department training program members are required to demonstrate proficiency with SCBA.

In order to earn competency pay members must on an annual basis successfully complete the SCBA Skill Sheet covering SCBA Donning – Coat Method within the timeframe as referenced in Washington State standards.

As with all Fire Department training requirements, Company Officers will be responsible for ensuring the member's skill proficiency is verified as satisfactory. For competency pay purposes both the member and the Company Officer will sign and date the skill sheet. A signed and dated skill sheet or an electronic training record will satisfy the competency pay requirement. Members seeking a change in competency pay will notify a Chief Officer that they have met the requirements within six (6) months (before or after) of the change in competency pay.

Members must demonstrate proficiency to be eligible for the next level of competency pay.

The request for competency pay will be denied if the member fails to provide proof of proficiency as outlined above.

Any extraordinary circumstances as to why the skill sheet was not completed shall come to the Chief for review. If the Chief's review determines there were no extraordinary circumstances the request for competency pay will be denied.

A member whose competency request is denied will not receive credit for one year.

Competency pay was calculated on a top step 0-4 year firefighter range.

2% of top step firefighter after five (5) years

4% of top step firefighter after ten (10) years

6% of top step firefighter after fifteen (15) years

8% of top step firefighter after twenty (20) years

APPENDIX ~~G~~E

IAFF LOCAL 452

RATES OF PAY

See the attached spreadsheets for each year of rates of pay.

Effective January 1, ~~2017~~2020, base wages for the classifications covered by this agreement were adjusted by ~~4.0~~3.0%.

Effective January 1, ~~2018~~2021, base wages for the classifications covered by this agreement shall be increased by ~~3.0~~2.5%.

Effective January 1, ~~2019~~2022, base wages for the classifications covered by this agreement shall be increased by 2.0%.

CITY OF VANCOUVER, WASHINGTON

FIRE

SALARY SCHEDULE - January 1, 2017 through December 31, 2017

JOB CLASS	JOB CLASS TITLE	RANGE NUMBER	TYPE RATE	STEP 1	STEP 2	STEP 3	STEP 4	STEP 5
							Station Captain	
553	FIRE CAPTAIN PARAMEDIC (w/0-4 yr, no competency	23	MO.	9,137	9,555	9,995	10,457	
			YR.	109,644	114,660	119,940	125,484	
			49 HR.	43.0314	45.0000	47.0722	49.2480	
			48 HR.	43.9279	45.9375	48.0529	50.2740	
			40 HR.	52.7135	55.1250	57.6635	60.3288	
	FIRE CAPTAIN PARAMEDIC (w/5 yr competency)	23.1	MO.	9,289	9,708	10,147	10,609	
			YR.	111,468	116,496	121,764	127,308	
			49 HR.	43.7473	45.7206	47.7881	49.9639	
			48 HR.	44.6587	46.6731	48.7837	51.0048	
			40 HR.	53.5904	56.0077	58.5404	61.2058	
	FIRE CAPTAIN PARAMEDIC (w/10 yr competency)	23.2	MO.	9,441	9,860	10,300	10,761	
			YR.	113,292	118,320	123,600	129,132	
			49 HR.	44.4631	46.4364	48.5086	50.6797	
			48 HR.	45.3894	47.4038	49.5192	51.7356	
			40 HR.	54.4673	56.8846	59.4231	62.0827	
	FIRE CAPTAIN PARAMEDIC (w/15 yr competency)	23.3	MO.	9,593	10,012	10,452	10,914	
			YR.	115,116	120,144	125,424	130,968	
			49 HR.	45.1790	47.1523	49.2245	51.4003	
			48 HR.	46.1202	48.1346	50.2500	52.4712	
			40 HR.	55.3442	57.7615	60.3000	62.9654	
	FIRE CAPTAIN PARAMEDIC (w/20+ yr competency)	23.4	MO.	9,746	10,164	10,604	11,066	
			YR.	116,952	121,968	127,248	132,792	
			49 HR.	45.8995	47.8681	49.9403	52.1162	
			48 HR.	46.8558	48.8654	50.9808	53.2019	
			40 HR.	56.2269	58.6385	61.1769	63.8423	
							Station Captain	
551	FIRE CAPTAIN (w/0-4 yr; no competency)	22	MO.	8,375	8,794	9,234	9,695	
			YR.	100,500	105,528	110,808	116,340	
			49 HR.	39.4427	41.4160	43.4882	45.6593	
			48 HR.	40.2644	42.2788	44.3942	46.6106	
			40 HR.	48.3173	50.7346	53.2731	55.9327	
	FIRE CAPTAIN (w/5 yr competency)	22.1	MO.	8,528	8,946	9,386	9,848	
			YR.	102,336	107,352	112,632	118,176	
			49 HR.	40.1633	42.1319	44.2041	46.3799	
			48 HR.	41.0000	43.0096	45.1250	47.3462	
			40 HR.	49.2000	51.6115	54.1500	56.8154	
	FIRE CAPTAIN (w/10 yr competency)	22.2	MO.	8,680	9,099	9,538	10,000	
			YR.	104,160	109,188	114,456	120,000	
			49 HR.	40.8791	42.8524	44.9199	47.0958	
			48 HR.	41.7308	43.7452	45.8558	48.0769	
			40 HR.	50.0769	52.4942	55.0269	57.6923	
	FIRE CAPTAIN (w/15 yr competency)	22.3	MO.	8,832	9,251	9,691	10,152	
			YR.	105,984	111,012	116,292	121,824	
			49 HR.	41.5950	43.5683	45.6405	47.8116	
			48 HR.	42.4615	44.4760	46.5913	48.8077	
			40 HR.	50.9538	53.3712	55.9096	58.5692	
	FIRE CAPTAIN (w/20+ yr competency)	22.4	MO.	8,984	9,403	9,843	10,304	
			YR.	107,808	112,836	118,116	123,648	
			49 HR.	42.3108	44.2841	46.3564	48.5275	
			48 HR.	43.1923	45.2067	47.3221	49.5385	
			40 HR.	51.8308	54.2481	56.7865	59.4462	

543	FIREFIGHTER PARAMEDIC (w/0-4 yr, no competency)	18	MO.	6,785	7,339	7,667	8,013
			YR.	81,420	88,068	92,004	96,156
			49 HR.	31.9545	34.5636	36.1083	37.7378
			48 HR.	32.6202	35.2837	36.8606	38.5240
			40 HR.	39.1442	42.3404	44.2327	46.2288
	FIREFIGHTER PARAMEDIC (w/5 yr competency)	18.1	MO.				
			YR.				
			49 HR.				
			48 HR.				
			40 HR.				
	FIREFIGHTER PARAMEDIC (w/10 yr competency)	18.2	MO.				
			YR.				
			49 HR.				
			48 HR.				
			40 HR.				
	FIREFIGHTER PARAMEDIC (w/15 yr competency)	18.3	MO.				
			YR.				
			49 HR.				
			48 HR.				
			40 HR.				
	FIREFIGHTER PARAMEDIC (w/20+ yr competency)	18.4	MO.				
			YR.				
			49 HR.				
			48 HR.				
			40 HR.				
542	FIREFIGHTER (w/0-4 yr; no competency)	17	MO.	6,024	6,577	6,906	7,251
			YR.	72,288	78,924	82,872	87,012
			49 HR.	28.3705	30.9749	32.5243	34.1491
			48 HR.	28.9615	31.6202	33.2019	34.8606
			40 HR.	34.7538	37.9442	39.8423	41.8327
	FIREFIGHTER (w/5 yr competency)	17.1	MO.				
			YR.				
			49 HR.				
			48 HR.				
			40 HR.				
	FIREFIGHTER (w/10 yr competency)	17.2	MO.				
			YR.				
			49 HR.				
			48 HR.				
			40 HR.				
	FIREFIGHTER (w/15 yr competency)	17.3	MO.				
			YR.				
			49 HR.				
			48 HR.				
			40 HR.				
	FIREFIGHTER (w/20+ yr competency)	17.4	MO.				
			YR.				
			49 HR.				
			48 HR.				
			40 HR.				

APPENDIX ~~H~~F

IAFF LOCAL 452

Vancouver Fire Department Substance Abuse Policy

PURPOSE

The Vancouver Fire Department is committed to providing its employees and the public a workplace that is free from substance abuse. The City supports employees undergoing treatment and rehabilitation for substance abuse and notifies employees of the penalties that may be imposed for substance abuse violations in the workplace. This policy complies with the Drug Free Workplace Act of 1988.

SCOPE

This policy applies to all City of Vancouver (Fire Department) employees, volunteers and vendors that work at or represent the City or the City's interests and/or access facilities, unless otherwise addressed by a current collective bargaining agreement or public safety policy.

DEFINITIONS

Alcohol means ethyl alcohol or ethanol. Breath alcohol tests on covered employees must show levels below 0.04 or the employee will be in violation of this policy, however, an employee will not be permitted to return to work if the employee's BAC is greater than 0.02.

Alcohol concentration means the alcohol in volume of breath expressed in terms of grams of alcohol per 210 liters of breath as indicated by a breath test.

Alcohol use means the consumption of any beverage, mixture or preparation, including any medication, containing alcohol.

Breath Alcohol Technician (BAT) means an individual who instructs and assists individuals in the alcohol testing process and operates an EBT.

Breath Alcohol Testing Site means a location which affords visual and aural privacy for the performance of breath alcohol testing. No unauthorized person shall be permitted access to the breath alcohol testing site when the evidential breath testing device is unsecured or at any time when testing is being conducted. In unusual circumstances, e.g. after an accident when a test must be conducted outdoors, the breath alcohol technician must provide visual and aural privacy to the greatest extent practicable.

City means the City of Vancouver, Washington.

Controlled substance means a chemical or its immediate precursor classified in Schedules I through V under the *Federal Controlled Substances Act, 21 USC 811 to 812*, as modified under *RCW 46.25* (copies are available to employees from the City's HRRS department). "Controlled substances" include but are not limited to narcotics, depressants, stimulants, hallucinogens, and cannabis.

DHHS means the *Department of Health and Human Services* or any designee of the Secretary, Department of Health and Human Services.

Drug means a substance:

- Recognized as a drug in the official United States Pharmacopoeia, official Homeopathic Pharmacopoeia of the United States, official Formulary, or in any supplement to any of them;
- Intended for use in the diagnosis, cure, mitigation, treatment, or prevention of disease in humans or animals;
- Other than food or beverage, intended to affect the structure or any function of the body of humans or animals;
- Intended for use as a component of anything listed above in A, B, or C of this definition.

Employee means an individual who personally renders services to the City of Vancouver temporarily or otherwise, and who is not employed by an independent contractor to render those services pursuant to a contract.

EBT device (or ***Evidential Breath Testing device***) means an EBT approved by the National Highway Traffic Safety Administration (NHTSA) for the evidential testing of breath and placed on NHTSA's "Conforming Products List of Evidential Breath Measurement Devices." (CPL)

Illegal Drug means drugs which are not legally obtainable or drugs which have not been obtained legally. It also means drugs which are legally obtained but are knowingly used in a purpose or manner other than prescribed or intended.

Medical Review Officer (MRO) means a licensed physician (medical doctor or doctor of osteopathy) responsible for receiving laboratory results generated by an employer's drug testing program who has knowledge of substance abuse disorders and has appropriate medical training to interpret and evaluate an individual's confirmed positive test results together with his or her medical history and any other relevant biomedical information. MRO's must be certified by a substance abuse medical association such as AAMRO or MROCC.

On-Duty means as any time on the job, volunteering or representing or acting in or on behalf of the City's interests. In addition, all time spent in association with drug testing specimen collection and/or alcohol testing is considered on-duty time.

Prohibited drug means cocaine, opiates, amphetamines, or phencyclidine.

Reasonable Suspicion means that a trained manager or supervisor observes behavior, appearance, speech or body odors that are characteristic of alcohol or drug misuse. These observations must be specific, articulable and contemporaneous.

Refuse to submit (to a drug/alcohol test) means that a covered employee fails to provide a urine sample or to submit to a breath alcohol test as required by this policy, without a valid medical explanation, after he or she has received notice of the requirement to be tested in accordance with the provisions of this policy, or engages in conduct that clearly obstructs the testing process.

Substance Abuse means addiction to or the dependency upon alcohol or a controlled substance, or the use of alcohol or a controlled substance in a manner that results in interference with an employee's performance of work-related tasks.

Substance Abuse Professional (SAP) means a licensed physician (medical doctor or doctor of osteopathy), or a licensed or certified psychologist, social worker, employee assistance professional, or addiction counselor (certified by the National Association of Alcoholism and Drug Abuse Counselors Certification Commission), with knowledge of and clinical experience in the diagnosis and treatment of drug and alcohol-related disorders.

Work shift means any time during which an employee is engaged in work on behalf of the City, including but not limited to routine 8-hour or 24-hour shifts, rotating shifts, part-time shifts, breaks, and time spent traveling from one work site to another.

Verified negative (drug test result) means a drug test result reviewed by a medical review officer and determined to have no evidence of prohibited or authorized drug use.

Verified positive (drug test result) means a drug test result reviewed by a medical review officer and determined to have evidence of prohibited drug use at or above the following thresholds:

Substance	Initial Test	Threshold	Confirmation Test	Threshold
Amphetamines	Urinalysis	1000 ng/ml	Split Specimen	500 ng/ml
Amphetamine	Urinalysis	1000 ng/ml	Split Specimen	500 ng/ml
Methamphetamine	Urinalysis	1000 mg/ml	Split Specimen	500 ng/ml
Cocaine Metabolite	Urinalysis	300 ng/ml	Split Specimen	150 ng/ml
Opiates Metabolite	Urinalysis	300 ng/ml	Split Specimen	300 ng/ml
Morphine	Urinalysis	300 ng/ml	Split Specimen	300 ng/ml
Codeine	Urinalysis	300 ng/ml	Split Specimen	25 ng/ml
Phencyclidine	Urinalysis	25 ng/ml	Split Specimen	25 ng/ml

Results below the thresholds are considered negative.

Procedure and Guidelines

Testing Procedures

Testing required under this policy will be considered on-duty time. All drug and alcohol testing will be conducted with accuracy, reliability and a high regard for privacy and dignity in specimen collection, testing and notification. The security of urine samples and the accuracy of breath testing are absolutely necessary. For this reason, the City uses collection and testing procedures that are based on the industry standards established by the DOT. The City will adhere to these standards for collection, testing, MRO review and result reporting. Results obtained from procedures not in accordance with these industry protocols will not be valid for the purpose of this policy.

Drug Testing:

a. Urine specimen collection for drug testing will be performed by qualified individuals in conformance with current standards of practice, using chain of custody procedures, and with respect for the privacy and dignity of the person giving the specimen. Employees will not be witnessed when providing a urine specimen. Drug test specimens will be collected to provide at least 30 ml of urine in a "primary specimen" shipping bottle and at least 15 ml of urine in a "split specimen" shipping bottle.

b. Drug testing will be performed only by laboratories certified by the Substance Abuse and Mental Health Administration (SAMHSA) of the U.S. Department of Health and Human Services (previously "NIDA").

c. Testing procedures will be conducted and monitored in accordance with *49 CFR Part 40*. Copies of these federal regulations are available from HRRS to all employees upon request. Specimens submitted to the laboratory are tested for the following drugs:

- Cocaine
- Amphetamines
- Opiates
- Phencyclidine (PCP)

d. The specimen collection agent will use the split sample method of collection. This method involves dividing the original specimen into a "primary" and a "split" sample.

e. The contract laboratory must be certified by the SAMHSA. The laboratory will observe testing/chain of custody procedures to ensure that the specimens' security, proper identification and integrity are not compromised.

f. When an initial screening test for drugs is positive, a second, confirmatory test will automatically be performed. Confirmed positive drug tests will be reported by the testing laboratory to the MRO for verification.

g. If the primary specimen is positive, the MRO will make every reasonable effort to notify the employee of the result. If the MRO is unable to reach the employee, the City will as soon as practicable request that the employee contact the MRO to discuss test results.

h. When the MRO is able to contact the employee or applicant to discuss the results, the MRO will inform the candidate or employee that he/she has 72 hours from having been informed of a verified positive test to request that the MRO send the split specimen to a different SAMHSA-certified laboratory for analysis.

i. Expenses for testing of the split sample will be paid for initially by the City. If the results of the split sample test are positive, the City will be reimbursed by the employee for the cost of testing the second split sample.

j. Outside job applicants who request a second test will be responsible for the cost of testing the split sample. In addition, the candidate will be responsible for coordination of payment for the second testing.

Marijuana Testing:

In the State of Washington, marijuana is legal under state law, both as a prescription medication and as a drug used for recreational purposes.

Employees shall not be under the psychoactive effects of marijuana causing motor impairment while on duty. Marijuana metabolites can stay in a person's blood for weeks after the psychoactive effects of the drug have completely subsided. In addition, certain topical medications containing marijuana, do not cause any psychoactive effects, but can still result in a positive test for marijuana.

A saliva test shall be used to screen for the psychoactive effects of marijuana use, and if positive, shall be confirmed by a blood test performed by a qualified laboratory. This screening test shall be performed by an individual properly qualified to perform the tests utilizing appropriate equipment. An initial positive level shall be 5 nano grams per milliliter of Delta-9-tetrahydrocannabinol. If initial testing results are negative, testing shall be discontinued, all samples destroyed and records of the testing expunged from the employee's files. Only specimens identified as positive on the initial test shall be confirmed using a blood test.

Sample handling procedures, as detailed in section discussing “Drug Testing”, shall apply. A confirmatory test shall also test for the psychoactive effects of marijuana usage. A positive blood level shall be 5 nano grams per milliliter of Delta-9- tetrahydrocannabinol. If confirmatory testing results are negative, all samples shall be destroyed and records of the testing expunged from the employee's files.

If the employee tests positive for marijuana, the MRO will make a determination, based on current scientific data and other evidence, if the marijuana more than likely caused the behavior or impairment that resulted in the administration of the drug or alcohol test.

If the MRO determines marijuana was not the likely cause of the behavior or impairment that resulted in the administration of the drug or alcohol test, the MRO will not release any results of the marijuana portion of the drug test to the Employer.

Alcohol Testing:

a. Candidate shall report to testing facility and sign the Breath Alcohol Testing Release Form. Refusal to sign this form will be regarded as refusal to take the test. A Breath Alcohol Test will then be conducted by a certified Breath Alcohol Technician (BAT).

b. Testing procedures will be conducted and monitored in accordance with 49 CFR Part 40. Copies of these federal regulations are available from HRRS to all employees upon request.

c. The BAT must conduct a second breath alcohol test if the initial screening test indicates that the employee or applicant has a prohibited alcohol concentration.

- The first test is a screening test. Any result less than 0.02 alcohol concentration is considered negative and no further testing is required.

- If the alcohol concentration is 0.02 or greater, the BAT will conduct a confirmation test within 15 minutes of the screening test.

- If the results of the screening and confirmation tests are not identical, the confirmation test will be the result upon which any further action under this policy will be taken.

d. If the confirmation test indicates an alcohol concentration at 0.02 or above, the BAT must immediately notify the supervisor who will arrange for transportation of the employee from the alcohol testing site.

e. If the confirmation test indicates an alcohol concentration of 0.04 or above, the individual is considered to have a prohibited alcohol concentration.

Prohibited Forms of Drug/Alcohol Use
Employees are prohibited from the unlawful manufacture, distribution, dispensation, possession or use of a controlled substance on City property, or anytime during an employee's work shift.

Employees are prohibited from reporting for work after using illegal drugs or controlled substances at a time, or in such a manner that may impair work performance. This prohibition includes a verified positive drug test result.

Employees are prohibited from reporting for work after consuming alcohol at a time, or in such a manner, that may impair work performance (prohibited alcohol conduct).

Refusal by an employee to submit a urine or breath specimen when requested to do so under the guidelines of this policy will have the same consequences as a positive test result, and will result in immediate removal from duty.

Violations of this policy and/or its prohibitions may lead to corrective action up to and including termination of employment, providing just cause for such action exists. Official discovery of prior voluntary treatment or professional assistance shall not, by itself, constitute just cause for corrective action.

Types of Drug/Alcohol Use Testing

Post-offer of employment: Alcohol testing is not conducted. Drug testing is conducted after offer to hire; hire is contingent on negative results.

Applicants for positions that are covered under this policy will be notified of the testing requirements during the application process.

If an outside applicant's drug test is verified as positive, he/she will be prohibited from hire. Applicants may be considered again for employment with the City after six (6) months.

Post-accident: Post-accident testing will be conducted when an employee, driving a vehicle/equipment during the course of his or her shift, has an accident which results in any of the following:

- a fatality; or
- the employee receives a citation for a moving traffic violation.

As soon as practicable following an accident, the supervisor or another appropriate City administrator will indicate whether the operator(s) of any vehicle involved in the accident must report for specimen collection and/or an alcohol breath test. Such operators shall be ordered to submit to testing.

Alcohol and drug testing must be conducted as soon as possible following an accident (as defined above), but in no case will an alcohol test be conducted later than 8 hours after the incident; and in no case will a drug test be conducted later than 32 hours after the incident.

Employees who are ordered to be tested under this section are to report immediately to the designated specimen collection and testing facility as instructed. The supervisor or other appropriate administrator will arrange transportation for the employee to the facility, as well as transportation to the employee's place of residence.

Any employee who is subject to post-accident testing must remain readily available for testing. If the employee does not or is not able to remain at the accident scene, he/she is required under this policy to notify the City of his or her location until testing is completed. This notification requirement will be considered to be met if the employee is unable, because of the need for medical treatment for personal injury, to remain at the site. If the employee fails to do this, when ordered, the City will interpret this action as a refusal to undergo the required testing. However, nothing in this section is designed to require the delay of any appropriate action that may need to be taken by the employee in an emergency situation such as obtaining emergency assistance, seeking emergency medical attention, etc.

If a regular/probationary employee has a positive drug test or a breath test indicating an alcohol level of 0.04 or greater, the employee cannot return to work until he/she has been evaluated by a substance abuse professional, complied with recommended rehabilitation, and has a negative result on a return to duty drug and/or alcohol test(s). In addition, the employee may also be required to undergo follow-up testing as outlined in this policy.

The employee will be placed on a paid administrative leave from the time they are required to undergo testing until such time testing, or any requested confirmation tests are completed. The employee may use any available leave balances to cover any absences that occur from the time period between completion of confirmation tests until the time the employee is permitted to return to work.

In addition to post-accident tests conducted under the procedures of this policy, the results of a breath or blood test for alcohol or a urine test for the use of prohibited drugs, conducted by Federal, State, or local officials having independent authority for conducting such tests, are considered to meet this policy's post-accident testing. For the enforcement of this policy, the City will use the results of such tests when available. No additional confirmation tests are required under this policy. The City will notify the employee that under this policy he/she has the option of undergoing an additional drug test within 32 hours of the incident if he/she chooses. Procedures for conducting this second test will be in accordance with this policy.

The City will provide employees covered by this policy with all the necessary post-accident information, procedures and instructions so that all covered employees will be able to comply with the requirements of this policy.

Reasonable Suspicion: Conducted when a trained supervisor or manager observes behavior or appearance which is characteristic of alcohol or drug misuse.

An employee may be referred for drug and/or alcohol testing only by a trained supervisor or manager who observes, first hand, specific, articulable and contemporaneous behavior such as appearance, speech or body odors that are characteristic of alcohol or drug misuse. Co-workers or other employees may report a behavior that causes concerns, but employees will only be sent for testing based on first hand observations of a trained supervisor or manager.

The supervisor will complete an observation of behavior checklist as part of any referral for reasonable suspicion testing. Use of this checklist will be reviewed during the training for supervisors and managers in the recognition and detection of signs and symptoms of alcohol and drug misuse.

The supervisor or manager who has reasonable suspicion that the observed behavior or appearance of an employee is characteristic of alcohol or drug misuse will take the employee aside to a private area, express his/her observations, and require (or order, in the case of police and fire personnel) that the employee submit to a drug and/or alcohol test in accordance with City policy. Prior to beginning a discussion with the employee about the observed behavior, the supervisor or manager will inform the employee of their right to have union representation present during the meeting. Employee requests for representation will be honored to the extent that honoring the request would not unreasonably delay testing.

Employees who are required to be tested because of reasonable suspicion are required to report immediately to the specimen collection and/or testing site. The supervisor or manager will arrange transportation for the employee to the specimen collection/testing site and to the employee's place of residence.

If required specimens are not collected or if required tests are not administered within 8 hours (for alcohol) and within 32 hours (for drug), the manager or supervisor will document the reasons for not collecting the specimens or administering the tests and will discontinue the efforts to test the employee.

If the employee exhibits behavior that gives cause for reasonable suspicion testing referral for alcohol misuse, in spite of an inability to immediately test, the employee will not be permitted to complete his/her shift. Employees who are not permitted to complete a work shift under this policy will be placed on paid administrative leave as described below.

If an employee has a positive drug test or a breath test indicating an alcohol level of 0.04 or greater, the employee cannot return to work until he/she has been evaluated by a substance abuse professional, complied with recommended rehabilitation, and has a negative result on a return to duty drug and/or alcohol test(s). In addition, the employee may also be required to undergo follow-up testing as outlined in this policy.

The employee will be placed on a paid administrative leave from the time they are required to undergo testing until such time testing, or any requested confirmation tests are completed. The employee may use any available leave balances to cover any absences that occur from the time period between completion of confirmation tests until the time the employee is permitted to return to work.

Voluntary Testing: An employee may voluntarily submit to drug or alcohol testing upon agreement of the City. The City will not suggest such voluntary testing or coerce employees into such testing. Results of voluntary tests will be disclosed only to the employee who submitted to the test. Employees who voluntarily test, or who voluntarily go through substance abuse treatment programs, will not be required to undergo random testing as a result of their voluntary actions.

Return to work and follow-up: Conducted when an employee is returning to work after having violated this policy by testing positive for drugs and/or demonstrating prohibited alcohol conduct.

Before returning to work, an employee who has violated this policy is required to submit to an alcohol and/or drug test.

After returning to work, additional follow-up testing may be required. The number, frequency, and type (drug and/or alcohol) of follow-up testing will be directed by the employee's substance abuse professional. When required by the SAP, follow-up testing will consist of at least six tests in the first twelve months after returning to work. Follow-up testing may be extended for no longer than sixty (60) months following return to work, as recommended by the SAP.

An employee subject to these requirements must test negative for alcohol and/or drug misuse under the tolerances established in this policy.

If the alcohol or drug test is positive for an employee he/she will be referred to the substance abuse professional who is guiding rehabilitation. The City will follow the recommendations of the SAP, and consider the SAP's evaluation of the employee in determining any corrective action. If an employee tests positive on any follow-up tests the employee will be subject to corrective action up to and including termination.

Training and Education

Employee education and supervisor training are essential parts of this policy and program. All existing and new employees will receive information on the impact of drug and alcohol use and will receive information on resources for assistance. Supervisors will receive this same training, as well as additional training in the recognition and detection of signs and symptoms of alcohol and drug misuse. Supervisors will not be permitted to make reasonable suspicion testing referrals unless they have completed such training. In addition, the City will make this same training available to union representatives in an effort to keep them up to date and educated in this area.

Treatment – Employee Assistance Program

The City will support treatment efforts for regular/probationary employees with drug/alcohol problems who, prior to official discovery, voluntarily seek assistance. When an employee under this policy for the first time, voluntarily seeks assistance, he/she will immediately be granted a leave of absence in accordance with the applicable employment policies.

Discipline and Rehabilitation

An employee whose alcohol or drug test yields a verified positive result for any concentration of a controlled substance that is prohibited by law and/or under this policy will be required to submit to an evaluation for substance abuse at a facility designated by the City or the City's employee assistance program (EAP).

An employee who violates any element of this policy may be subject to discipline in accordance with applicable City policies, procedures, and collective bargaining agreements provided that an employee who violates any prohibition of this policy will not be disciplined for the first offense if he/she successfully completes a treatment program and follow-up testing upon return to work. An employee may be subject to discipline for adulterating or falsifying, or attempting to adulterate or falsify, a test sample, or for falsifying or attempting to falsify a test result; and/or for refusing to undergo treatment or rehabilitation as may be recommended by a professional in the field of substance abuse. All employees are required to comply with other City or departmental policies and may be subject to discipline for violation of such policies. No employee shall be disciplined under this policy except for just cause.

Any discipline imposed on an employee covered by a collective bargaining agreement may be subject to the collective bargaining agreement grievance procedure or Civil Service Appeal, if applicable.

The City offers an EAP through a private firm. An employee may seek help directly from the private firm for evaluation of abuse of, addiction to, or dependency upon alcohol or a controlled substance. The private firm may refer the employee to another firm for treatment or rehabilitation. An employee's use of the EAP and referral to another firm for treatment and rehabilitation shall be confidential and shall not be disclosed to the City, unless the SAP determines that the employee is unable to safely perform his/her employment duties.

An employee who undergoes treatment or rehabilitation under paragraph (d) of this section may use any appropriate leave benefits available to attend treatment or rehabilitation sessions.

An employee who participates in a treatment or rehabilitation program will not be penalized for participation. However, participation in a program will not excuse the employee from compliance with this policy in its entirety or, from fully and acceptably performing all of his/her employment duties.

Payment for outpatient, inpatient, or any other treatment programs will be covered subject to the terms of the employee's health insurance benefit and/or EAP in effect at the time. However, if an employee requires in-patient detoxification and/or treatment for a substance abuse problem, the city will reimburse the employee for all “co-pay” costs noted under the employee’s city-provided insurance plan. This reimbursement will be made if the employee self refers to such treatment program, or if the employee is required to undergo such treatment due to on-the-job substance abuse problems.

This reimbursement shall be available one time only to any employee covered by the policy, whether the associated treatment is due to a self-referral or required referral. If an employee chooses to utilize a substance abuse program, either on an in-patient or out-patient basis that is not covered by the employee’s health insurance plan, the city will not reimburse any of the costs associated with that treatment.

An employee who is required to participate in a treatment or rehabilitation program may, upon successful completion of such program, be randomly re-tested for alcohol and/or controlled substance abuse for a period of up to sixty (60) months upon the recommendation of the SAP, following completion of the program. Positive test results during this period may be grounds for discipline up to and including termination

An employee who successfully completes a treatment or rehabilitation program shall be returned to his/her regular duty assignment. Thirty-six (36) months following the completion of a treatment program, if the employee has had no further positive testing or other alcohol or substance abuse related incidents, the employee’s personnel file shall be purged of any reference to his/her drug and/or alcohol problem.

RESPONSIBILITY ASSIGNMENTS

Human Resources and Risk Services

- Manage the alcohol and controlled substance testing program.
- Ensure all testing and collection procedures are in compliance with federal regulations.
- Maintain all documentation regarding any positive test results in a locked file cabinet in HRRS.
- Provide sole source communication on drug and/or alcohol issues and provide information on employee assistance program and available assistance resources.
- Provide mandatory training for managers and supervisors and offer the same training to union representatives.
- Take every reasonable measure to safeguard the privacy of an employee in connection with this policy. Maintain the confidentiality of an employee who voluntarily requests assistance in dealing with chemical dependency.

Managers and Supervisors

- Assist employees with chemical dependency problems who are seeking help and support recovery efforts.
- Attend training programs on detecting substance abuse and the administration of the City of Vancouver Substance Abuse Policy.
- Adhere strictly, at all management levels, to the policies and procedures established for drug and alcohol testing.
- Require an employee to submit to drug testing when there is reasonable suspicion to believe the employee has used alcohol and/or a controlled substance in a way which violates the law and/or this policy.
- Work with HRRS and Law Departments to understand the employee's rights and the assistance resources available if he/she is identified as being chemically dependent.

- Take every reasonable measure to safeguard the privacy of an employee in connection with this policy. Maintain the confidentiality of an employee who voluntarily requests assistance in dealing with chemical dependency.

Employees

- Know that employee consumption of alcohol and/or controlled substances (other than medications prescribed by a physician) on City premises is prohibited at all times; and is prohibited off City premises during normal break periods if the employee is scheduled to return to work.

- An employee shall notify his/her manager or supervisor and HRRS within five (5) calendar days after a conviction for a violation of any criminal drug or alcohol statute if (a) the violation occurred in the employee's workplace or during the employee's work shift, (b) the conviction results or may result in the loss of driving privileges for any period of time, (c) the conviction otherwise adversely affects the employee's ability to perform employment duties, or (d) if the conviction may result in time lost from work.

- Promptly comply with an order to submit to a urine and/or breath test for alcohol and/or controlled substances pursuant to this policy.

- Support the City's commitment to maintain a drug-free work place by reporting any violation of the Substance Abuse Policy to his/her supervisor, manager, or to HRRS.

AGREEMENT

By and Between City of Vancouver

and

IAFF Local 452 – Suppression Personnel

January 1, 2020 – December 31, 2022

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IAFF LOCAL 452 AGREEMENT

The City of Vancouver and the Union, IAFF Local 452, recognize that the public interest requires the efficient and uninterrupted performance of Fire Department services, and to this end, pledge their best efforts to avoid or eliminate any conduct contrary to that objective. This agreement is an attempt to put in writing wages, hours and other conditions of employment. The City of Vancouver and the Union agree that changes in those areas addressed by this document shall occur pursuant to RCW 41.56.

The City of Vancouver and the Union agree that the provisions of this agreement shall be applied equally to all employees covered hereby without regard to age, sex, race, creed, religion, color, national origin, marital status, pregnancy, veteran status, the presence of any physical, mental or sensory disability, or perceived or actual sexual orientation, or any other criteria established by state or federal statutes, rules or regulations, unless such would prohibit performance of a qualifications standard that is job related and consistent with business necessity or necessary to prevent a direct threat to health and safety. NOTE: Chief = Chief or Designee.

1. Union Representation

1.1 The employer recognizes the Union (Local 452) as the exclusive bargaining agent for all captains and firefighters.

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

2. Rights of Management

The right to manage the municipal corporation is vested exclusively in the employer and such right includes, but is not necessarily limited, to the right to organize, schedule hours, staff, assign work and direct the work force; to set standards of service to be offered to the public; to introduce any and all new, improved and automatic methods or equipment in order to improve efficiency and to reduce costs, and to assign employees within the bargaining unit in accordance with such improvements and cost reduction methods, provided that safe working conditions are maintained; to take other disciplinary action for reasonable or just cause in accordance with Civil Service rules and regulations; to take action as may be necessary in emergencies (i.e., natural disasters or catastrophes); and to make and enforce rules and regulations. Except as specifically modified by or treated in this agreement, all policies, matters, questions and terms affecting unit employees in their employment relations with the employer shall be governed by such rules, axioms, administrative guidelines, policies, and procedures as the employer, from time to time, may implement. The employer agrees that the union will have an opportunity prior to implementation to provide comments and suggestions concerning the new departmental rules and regulations.

3. Union Security

3.1 Members of the bargaining unit who join the Union may authorize deduction for payments, of dues and other fees, as provided in this Article. Members of the bargaining unit who do not join the Union may choose to voluntarily make a payment in lieu of dues as provided in this Article. However, any member of the bargaining unit who does not join the Union shall have no rights to benefits provided to Union members (other than the benefits provided under this Agreement and City Policy) and shall have no right to vote or participate otherwise in Union meetings. Employees desiring to become, and/or remain, a member of the Union shall advise the employer with an "opt-in" letter provided by the Union that authorizes the deduction of payments, of dues and other fees, from the wages of employees who have chosen to "opt-in" and forward those payments, of dues and other fees, to the Union each month. Conversely, those who chose to "opt-out" of Union membership shall advise the employer in the same manner. Deduction of payments in lieu of dues and other fees from non-members of the Union within the bargaining unit shall only be made upon written authorization freely given which clearly and affirmatively consents to the deduction of the payment in lieu of Union dues. Upon receipt of notification by the Union of authorization for deduction of payments as provided for in this Article, the employer shall begin deductions effective the pay period in which the notification occurs. Amounts deducted from both members and non-members shall be forwarded to the Union each month.

3.2 In the event an employee covered by the bargaining unit notifies the Employer that he or she no longer wishes to have dues or fees deducted from their pay, the Employer shall notify the Union of the notification within five (5) working days.

3.3 The fire department shall establish a seniority list of all employees covered by this agreement and it shall be kept up-to-date on an electronic bulletin board or such medium available to all personnel. Any objections to the seniority list, as posted, shall be reported to the fire chief or his/her designee and corrected by him/her if found to be in error.

3.4 The union shall indemnify and hold harmless the employer against any and all claims, suits, judgments or liability arising from this Article for actions taken by the City in good faith.

4. Union Representatives and Union Activities

4.1 The union shall inform the employer in writing of the names of its officers who are accredited to represent it, 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.

4.2 Union activities shall not interfere with the day-to-day activities of the fire department. The City does not condone but will allow deminimis use of City owned resources in the performance of union activity only to the service levels and access points determined to be appropriate for City owned resources by the Information Technology Department at that specific moment in time. The City recognizes the union's business need to communicate to the membership utilizing the City's email system and will maintain an email "group" for such purposes.

4.3 New employees will be given an orientation class during the first month of employment, not to exceed two hours in duration, regarding the bargaining agreement and union membership. Such orientation will be given by an accredited officer of the union.

4.4 Employees who are union officials or designated representatives shall be granted time off without suffering a loss of pay for investigation grievances as approved by the chief of the department or his/her designee.

4.5 Union representatives shall be granted time off with pay for conducting union business provided that the total scheduled time off for such representatives shall not exceed one hundred forty-four (144) hours per year collectively. Union leave shall utilize the same request and approval process as other forms of scheduled leave.

During any year that the Employer and the Union open negotiations on a new labor agreement due to the fact that the agreement is expiring, the number of hours shall not exceed two hundred four (204). The Employer and the Union will work together to arrange shifts allowing union representatives to attend negotiation sessions without causing the need for hire backs.

Employees may be relocated to facilitate union meetings so long as normal staffing is maintained at all stations.

5. Work Week, Hours of Work, Shifts

5.1 Management has the right to schedule hours of work, shift assignments, and days off.

5.2 Emergency Response and Readiness –24-hour Schedule

A. The four-platoon (4-platoon) shift schedule shall be twenty-four (24) hours on, forty-eight (48) hours off, twenty-four (24) hours on, ninety-six (96) hours off, and be established by the employer so that the weekly hours of duty shall average forty-eight (48) hours per week on an annual basis.

The schedule identified above results in a forty-two (42) hour workweek with approximately ninety-one (91) scheduled Static Work Days.

To increase to a forty-eight (48) hour workweek, employees shall be assigned to work thirteen (13) Dynamic Work Days pursuant to the Annual Work Day Selection and Assignments Policy. In 2020, fifteen (15) of these days are selected in Bands (increase), and two (2) days are selected as Contractual Work Hour Reduction Days (reduction), equaling a total of thirteen (13) Dynamic Work Days.

In 2021, employees will select eleven (11) Dynamic Work Days and will be responsible for 2 additional flexible Dynamic Work Days (48 hours) which must be used to work open shifts in a work period in which the firefighter is not already working a Dynamic Work Day. Firefighters who have not used all flexible Dynamic Work Day hours by the last day of the annual staffing cycle will be debited one and one-half (1.5) hours of PDO for each unused hour; provided that firefighters who made themselves available to work an additional shift at least twenty-four (24) times during the year will be debited one (1.0) hour of PDO for each unused flexible Dynamic Work Day hour. Days count for purposes of making oneself available only if the firefighter is in the top five (5) names by seniority for the day; the burden of demonstrating this fact will be on the firefighter. Firefighters who separate from employment during the calendar year and who have not used a prorated portion of their flexible Dynamic Work Day hours will have their PDO accounts reduced by the number of hours owed or, in the absence of adequate PDO hours, will have remaining funds withheld from their final paychecks.

B. Three (3) meal and two (2) break periods, in addition to regular work periods, will be provided when working twenty-four (24) hour shifts.

5.3 Emergency Response and Readiness – Alternative Schedules

The alternative schedules below may be utilized so long as not less than 38 personnel are maintained on the 24/48 schedule.

A. **4-10's.** A 4/10 schedule may be utilized by the employer so that the weekly hours of duty shall average forty (40) hours per week within a 7 day work schedule, and may be from Sunday through Saturday. The work hours will begin at 0700 and end at1700. Schedules will be assigned with consecutive days of work and consecutive days off. One meal and two break periods, in addition to regular work periods will be provided when working a 4/10 schedule.

Employees may take paid days off (PDOs) while assigned to this schedule with the approval of their supervisor, outside of the annual bidding process.

B. **12/12/24.** A 12/12/24 schedule may be utilized by the employer. The shift shall consist of one twelve (12) hour shift, one twelve (12) hour shift and one twenty-four hour (24) shift in any combination, during a consecutive three (3) day period, so that the weekly hours of duty shall average forty-eight (48) hours per week within a seven (7) day work schedule and may be from Sunday through Saturday. Schedules will be assigned with consecutive days of work and consecutive days off. Two (2) meal and two (2) break periods, in addition to regular work periods, will be provided when working a 12/12/24 schedule. 12/12/24 schedule shall be considered as 24-hour employees where referenced elsewhere in this document unless a distinction is made specifically in that article.

Employees may take paid days off (PDOs) while assigned to this schedule with the approval of their supervisor, outside of the annual bidding process.

Response and readiness for alternative schedules and posting

1. Definitions:

a. **Point Posting:** Positioning of a rescue at a specific geographic location, detached from a station, to provide emergency response during peak demand hours. Point locations will be identified. Rescues will respond from and return to the identified location unless actively responding to a call.

Intent of Point Posting:
The department needs to be able to Point Post to collect response data to determine optimal deployment locations for emergency response planning. The minimum time period needed for collection of data is six (6) months. Point Posting will be limited to six (6) months total in a rolling twelve (12) month calendar, regardless if Point Posting locations are changed (i.e., the calendar does not reset with a change in locations).

If Point Posting is adopted as an operational program versus data collection; a climate controlled alternative will be made available for crews to use during their shift. This may be in the form of a rented store front, mobile job site trailer or other convenience the department finds that meets the conditions of a climate controlled environment. The department will consider climate controlled alternatives when analyzing potential Point Posting locations to be used during data collection.

b. **Zone Posting:** Positioning of a rescue in a broad geographical location, detached from a station, with pre-identified boundaries during peak demand hours. Zones will be identified and rescues will be allowed to move freely within the zones while waiting for call assignments. Zone posting will allow for access to public facilities and other private establishments during the shift hours.

c. **Station Based:** Positioning of a rescue at a fire station during peak demand hours. This may be the Rescues assigned station or another station.

2. Scheduling:

Point Posting: 4/10s with consecutive days of the week identified as work days.

Zone Posting; 4/10s with consecutive days of the week identified as work days.

Station Based: 12/12/24 or 4/10s with consecutive days of the week identified as work days.

C. All members on an assignment on an apparatus utilizing the emergency response and readiness alternative schedule will be given a five percent (5%) pay increase for the term of the assignment regardless of whether the assignment was voluntary or compelled. This premium will not apply to members performing fill-in or overtime work due to the absence of a member who is regularly assigned to an apparatus utilizing the emergency response and readiness alternative schedule.

5.4 Assignment and Transfer from and to a 4/10 or 12/12/24 Schedule

A. Assignments to the Rescue Assignment will be first by those who desire to fill the vacancy and meet the qualifications for the position. If no employee willingly accepts the position, selection will be made based upon the employee with the least non-probationary seniority within the position per the Annual Work Day Selection and Assignments Policy. Except when necessary to replace a departing member or a member who is medically unable to fulfill a Rescue Assignment, beginning in 2021 all Rescue Assignments will be for a complete Annual Staffing Cycle.

B. Members of the Rescue Assignment may exchange shifts per Section 5.5.

C. Members on the Rescue Assignment (whether bid or compelled) will not participate in the annual PDO selection process applicable to those working 24-hour shifts. These members will select PDO in the manner identified in the Paid Days Off and Comp Time Selection Policy.

5.5 Employees shall be allowed to exchange shifts with each other so long as such exchanges do not interfere with the day-to-day operations of the fire department, and these exchanges shall be approved pursuant to the Shift Trades Policy.

Employees shall not work more than seventy-two (72) hours in any eighty-four (84) hour work period. In any consecutive eighty-four (84) hour work period an employee must have no less than twelve (12) hours of consecutive off duty time.

The Union and the Administration mutually agree that if an employee is fatigued to the point of being unsafe, as determined by the supervisor, said employee may be relieved of duty earlier than the seventy-two (72) hours.

5.6 New Hire and Retraining Schedule

A. Newly hired firefighters will initially be scheduled on 40-hour work week for up to six (6) months for orientation and training. This work week may be flexible depending on training needs, specifically for EMT classes and/or offsite recruit school training. Schedules requiring an employee to work outside a normal 5-8's or 4/10 schedule will require thirty (30) days' notice.

B. Probationary employees shall not miss scheduled training nor owe or be owed more than twenty-four (24) hours trade time.

C. Any employee who fails to pass the most recent department knowledge and skills assessment or repeatedly fails to perform specific skills to the level required in the VFD training manual may be scheduled on a 40-hour work week for up to three (3) weeks for retraining. Each employee will be allowed two (2) attempts to pass all phases of the test or perform the required skill(s) before being assigned to a 40-hour work week. Upon such failure, the employee will be immediately removed from duty and placed on administrative leave until the beginning of the retraining period. The employee may appeal the relevancy of the knowledge and skills assessment to the Training Division Chief, and thereafter to the Deputy Chief or Chief. Such appeal shall not be subject to the grievance procedure.

5.7 Administrative Assignment Schedules

A. An employee may be placed on a 40-hour per week schedule on a temporary basis for administrative assignments by mutual agreement between employee and employer. The hours of work for 40-hour per week administrative employees shall be 0800 to 1700 hours, Monday through Friday. One meal period and two break periods shall be provided by the employer within the employee's scheduled work day. Alternative work schedules may be instituted only by mutual agreement of the employer and the employee.

B. Employees may take paid days off (PDOs) while on a 40-hour per week schedule with the approval of their supervisor. This 40-hour per week schedule will not interfere with approved pre-scheduled PDOs. Any probationary employee (new hire or promotional) will not be subject to administrative assignments on a 40-hour work week basis. If an administrative assignment is compelled by management, the compelled party will be given a five percent (5%) pay adjustment.

C. Administrative assignments shall not exceed two (2) years, with the following exception: An incumbent in an administrative assignment may reapply for a second consecutive term, but the only case in which an employee may serve more than two (2) consecutive terms in the same administrative assignment position will be where there are no other qualified applicants.

D. The qualifications for any administrative assignment will be provided to the union at least thirty (30) days prior to the selection process.

E. Probationary captains may be placed on a temporary forty (40) hour work week for up to three (3) weeks for training and orientation.

F. Training Captain assignments will be made as outlined in AG #400.5 and are not subject to the terms of the Article.

5.8 Leave Accruals for 40-hour Per Week Assignments

Employees working a 40-hour per week schedule, including light duty, for thirty (30) days or more shall, for the purposes of leave accrual and holidays, be treated as follows: (Assignments as Recruit-Academy instructors are not subject to this clause)

A. PDO/STD

1. 12/12/24 – The same as the four-platoon schedule, as outlined in Appendix A.
2. PDO and STD Accruals – At the time a 40-hour assignment reaches thirty (30) days, their leave accruals will be treated as follows:

Conversion Factor Equation – Divide the work week hours that the employee is going in to by the work week hours they are leaving. For example, on PDO:

24-hour shift employee, working a forty-eight (48) hour workweek, with twelve (12) years of service and a balance of 650 hours.

Conversion to 40-hour accrual maximum:
650 times .833 equals 541.45 hours. This is his/her new balance. He/she works the 40-hour schedule for four (4) months, accruing at 22.85 hours per month, bringing his/her balance to 632.85 hours. He/she then returns to a 24-hour shift schedule.

Conversion to 24-hour accrual maximum:
632-85 times 1.2 equals 759.42 hours. This is his/her new balance.

Once the administrative assignment ends, the employee's PDO and STD balances shall be converted back to that of a 24-hour shift employee (see example above). Partial months of administrative assignment shall be prorated on a daily basis for purposes of PDO and STD leave accruals.

B. Holidays

1. Four-platoon shift employees working a 40-hour work week on administrative assignment shall be allowed holiday leave as outlined in Article 9.4 during their administrative assignment.
2. Employees working the 4/10 or 12/12/24 response and readiness schedule shall be allowed holiday leave as outlined in Article 9.5.

6. Productive Hours of Work

Productive hours of work are, 0800 to 1700, with exercised discretion of the Company Officer.

A. Except in an emergency situation, the City will notify the Union in advance when working outside these productive work hours.

B. If crews are required to work outside the productive work hours, they will be given an equal amount of standby time during normal productive work hours on that day.

C. Requiring work outside productive work hours should be an exception for training, events, or other items that cannot be completed during normal productive work hours.

On Saturday and Sunday four continuous (4) hours will be used as time to perform activities such as company and individual training, catch up on memos and communications, PA's, or as otherwise determined by the company officer.

On each day 0700-0800 is reserved for apparatus checks, morning meal and travel to assigned work beginning at 0800.

7. Leave Time

7.1 Paid Shifts Off

A. Each 24-hour shift employee shall be granted "paid shifts off" each year in compensation for vacation, holidays, sickness and personal business time off. The 24-hour shift employee shall accumulate "paid shifts off" in accordance with Appendix A of this document. Paid shifts off will be scheduled according to departmental policies and procedures. The City recognizes, however, that the number of employees allowed to take vacation on any given shift is a mandatory subject of bargaining. The process to determine the number of employees allowed to take PDO on any given day is outlined in the Paid Days Off and Comp Time Selection Policy and Use for Response Personnel. These limits do not include battalion chiefs or any personnel who regularly work a 40-hour work week.

B. Each 40-hour per week shift employee shall be granted "paid days off" each year in compensation for vacation, sickness, and personal business time off. See Article 9, below, regarding holidays. The 40-hour per week personnel shall accumulate "paid days off" in accordance with Appendix A of this document.

C. Employees may begin using accrued PDO hours as soon as the hours are earned in said bank. PDO hours accrued in a pay period cannot be used in the same pay period in which time is earned, i.e. PDO hours accrued in the 1st through the 15th pay period cannot be used until the 16th through the end of the month pay period and so forth.

An employee shall be paid for all earned and accrued PDO hours at the employee's current rate of pay when he/she terminates employment.

D. If an employee must leave his/her work assignment due to a personal emergency during his/her shift, he/she will be paid for hours actually on duty during said shift. Such leave shall be charged to the appropriate leave balance and shall require the approval of the shift commander. Emergency leave shall be granted for up to one (1) full shift off to attend to emergencies. When the employee does not have reasonable time to schedule trades, such time off shall be granted with the approval of the Battalion Chief or shift commander, and such time off shall be charged as leave without pay, if there are not sufficient hours in the appropriate leave balance.

E. In the event an employee cancels a previously scheduled paid shift off, the shift commander may allow another employee to take that shift as a paid shift off; provided however, those sufficient remaining employees would be on duty to meet safe operating staffing levels as defined by department policy.

7.2 Short-Term Disability – LEOFF-II Employees

A. Employees hired after October 1, 1977, shall accrue short-term disability at the following rates:

(1) 24-hour and 12/12/24-hour employees – the accrual rate shall be twenty (20) hours per month to a maximum accumulation of 1,911 hours.

(2) 40-hour employees – the accrual rate shall be 16.32 hours per month to a maximum accumulation of 1,560 hours.

B. Probationary employees –will begin accruing paid shifts/days off for sickness immediately and may begin using accrued STD hours as soon as the hours are earned in said bank. STD hours accrued in a pay period cannot be used in the same pay period in which time is earned, i.e. STD 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.

C. Use of this leave is available only for illness or injury which requires leave.

D. Payoff of Unused Short-Term Disability – Any employee who separates from the employer under the following circumstances shall be paid a sum equal to twenty percent (20%) his/her accrued and unused short-term disability leave.

(1) Statutorily eligible for LEOFF retirement

1. 53 years old and 5 years of service; or
2. 50 years old and 20 years of service

(2) Separates due to a duty disability.

7.3 LEOFF-II Time Loss Guarantee (Duty Related)

A. **Duty Related Injury Leave**

1. In lieu of the statutory supplement described in RCW 41.04.500 et seq., the City will supplement the time loss payments received by employees who have suffered on-the-job injuries as follows:

(a) The City will provide its supplement by paying the employee's base salary during a period of time loss. The City's supplement will begin on the first date an employee is entitled to time loss benefits under RCW, Title 51 and shall continue as long as the employee is receiving benefits under RCW, Title 51, up to a maximum of six (6) months from the first date of time loss.

(b) Employees receiving the City's time loss supplement must, within ten (10) business days of receipt, sign over to the City all time loss payment checks provided by the City's insurance administrator and/or the State.

2. After this first six (6) month period, employees may supplement time loss payments, up to their normal monthly salary, from their available leave accruals.

3. Employee benefits, including the Health Trust contribution, STD, LTD and PDO will continue for the duration of the employee's employment.

4. In a circumstance of a catastrophic one-time event, where the injury results in an immediate, total and permanent disability where the employee is unable to perform the essential job functions, excluding death, the provisions of a duty related injury shall apply; provided that no employee will receive the supplement described in this section after receiving permanent total disability compensation or pension as referenced in RCW Title 51 if they are unable to work as a firefighter.

B. **Off Duty Rescue/Lifesaving Disability**

1. Any employee who is disabled while engaging in a rescue or lifesaving situation, in the Vancouver Fire service area, while off duty, will receive the benefits provided under this article, provided that such situation did not occur while self-employed or in the employ of another where the scope of such employment would potentially involve such actions.

C. An employee may, for a period of two (2) months following return to active service, draw prospectively upon STD the employee is expected to accumulate, up to a maximum of three days (3) or three work shifts (3), whichever is greater. Any STD leave drawn prospectively as provided in this subsection, shall be charged against earned STD leave until such time as the employee has accrued the amount needed to restore the amount used. In the event an employee terminates active service without having restored the STD leave drawn prospectively, the employer shall deduct the actual cost of any payments made under this subsection from compensation or other money payable to the employee, or otherwise recover such payments.

7.4 Light Duty – LEOFF II Employees

A. **On-the-Job Light Duty.** The employer shall require light duty to be performed by any employee whose injury is the result of an on-the-job injury, subject to the approval of and limitations determined by the employee's treating physician. Light duty may include, but is not limited to, fire inspections. Light duty is not a permanent assignment, and rather is intended to provide a temporary bridge between the time of injury and returning to regular duty.

1. The employer will not require work of the employee which would aggravate the condition for which the employee's duty has been limited.

2. The light duty assignment shall begin seven (7) calendar days following the employer's receipt of clearance by the employee's doctor unless the employee wishes to begin earlier. Employees retain all contractual rights to which they would otherwise be entitled. A LEOFF-II employee's STD balance shall not be charged for any supplement paid to the employee while performing a light duty assignment.

B. **Off-the-Job Light Duty.** For injuries occurring off the job, the employer shall not require that employees return to work on a light duty basis. If employees wish to return to work on a light duty basis, they shall make such request to the Chief. The employer agrees to provide at least five (5) light duty assignments for injuries that occur off the job. Of the five (5) light duty assignments, at least two (2) of the positions will perform fire inspections as the primary focus of the light duty work.

(a) Cross Jurisdictional Agreement

IAFF Local 452 Fire Marshal's Office shall allow IAFF Local 452 Suppression uniformed members to perform cross-jurisdictional fire inspections while on light duty at the direction of the Fire Marshal.

C. **Schedule and Pay.** All light duty assignments, whether a result of on or off the job injuries, shall be on a 40-hour work week basis. If a 24-hour shift employee is assigned to a 40-hour work week, their pay will be calculated based on a 40-hour work week.

D. **Holidays.** 24-hour shift employees working a 40-hour work week on light duty assignment shall be allowed holiday leave as outlined in Article 9 during their light duty assignment.

E. **Leave Accrual**. Suppression employees, who continue on light duty for thirty (30) days or more, will have their leave accruals treated as follows:

Conversion Factor Equation – Divide the work week hours that the employee is going in to, by the work week hours they are leaving. For example on PDO:

24-hour shift employee, working a forty-eight (48) hour workweek, with twelve (12) years of service, begins administrative assignment on July 1, and has a balance of 650 hours.

Conversion to 40-hour accrual maximum:

650 times .833 equals 541.45 hours. This is his/her new balance on July 1. He/she works the 40-hour schedule for four (4) months, accruing at 22.85 hours per month, bringing his/her balance to 632.85 hours. He/she returns to 24-hour shift schedule on November 1.

Conversion to 24-hour accrual maximum:

632.85 times 1.2 equals 759.42 hours. This is his/her new balance on November 1.

STD Accrual (LEOFF II only) – At thirty (30) days, the employee's STD balance shall be converted to that of a 40-hour per week employee, by multiplying his/her balance by a factor of .833. The employee will then accrue STD at the rate of 16.32 hours per month. Once the light duty assignment ends, the employee's STD balance shall be converted back to that of a 24-hour shift employee, by multiplying his/her balance at the end of the light duty assignment by a factor of 1.20. Partial months of light duty assignment shall be prorated on a daily basis for purposes of STD accrual.

8. Medical Examinations

8.1 The employer has the right to require medical/physical or psychological examinations by a licensed practitioner of all employees covered by this agreement to assure that they continue to meet the requirements for the position as set forth by the local pension board and/or department rules and regulations. The employer recognizes and respects the employee's right to privacy of personal medical/family history information which is not related to the employee's ability to perform the job. When requiring an examination, the employer shall request only information which is reasonably necessary to determine the employee's ability to perform his/her job, any appropriate restrictions of duties, the likely duration of any such restrictions and the probable date of return to duty. The Chief shall request that the practitioner recommend corrective measures to be taken by the employee to improve the health and/or physical condition which impairs the employee's ability to perform his/her job. The Chief may direct the employee to follow the corrective measures.

8.2 If an employee is required by the employer to have an examination under this article:

(1) Such examination shall be at the employer's expense.

(2) Actual time spent, including travel time, as authorized by the employer, shall be considered work time and paid at time and one-half (1 ½) times the employee's base rate of pay if the examination is on a day in which would otherwise have been a day off.

8.3 If an employee is injured, and the employer requires the employee to be evaluated for fitness for duty prior to returning to work, the evaluating physician will consult with the employee's private physician in the process of making that evaluation.

9. Holidays

9.1 The following days are recognized as "legal" paid holidays:

New Year's Day – January 1
Martin Luther King Jr. Day – Third Monday in January*
President's Day – Third Monday in February
Memorial Day – Last Monday in May
Independence Day – July 4
Labor Day – First Monday in September
Veteran's Day – November 11*
Thanksgiving Day – Fourth Thursday in November
Native American Heritage Day (the day immediately following Thanksgiving)
Christmas Day – December 25

These two holidays are granted only to 40-hour per week personnel.

9.2 24-hour shift personnel will be granted time off for holidays as specified in 7.1 above.

9.3 Holiday Routine

Unless mutually agreed upon by the department and the union, no scheduled training or extraordinary station maintenance shall occur on the following days:

New Year's Day – January 1
President's Day – Third Monday in February
Memorial Day – Last Monday in May
Labor Day – First Monday in September
Thanksgiving Day – Fourth Thursday in November
Christmas Day – December 25

July Fourth is not included as a holiday for “holiday routine” due to the special nature of events surrounding that day.

9.4 For 40-Hour Week Personnel –

A. Employees will receive eight (8) hours of holiday pay per occurrence.

a. For employees scheduled for other than an eight (8) hour day, the employee will not be required to work on the holiday, and may choose to either:

1. Utilize PDO or compensatory time to cover the additional hours beyond eight (8); or

2. Work the hours beyond the eight (8) hours of holiday, for which they will be compensated at regular straight-time.

B. Any of the holiday’s in section 9.1 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.

C. Any employee who is on authorized sick leave when a holiday occurs will receive the equivalent of eight (8) hours pay for that holiday and will not have his/her sick leave accrual charged. For employees working other than an eight (8) hour day, the additional hours will be deducted from the employee’s STD bank.

D. Any employee who is on scheduled and approved vacation when a holiday occurs will receive eight (8) hours pay for that holiday. For employees working other than an eight (8) hour day, the additional hours will be deducted from the employee’s PDO bank.

E. Any 40-hour per week employee who is required to work on one of the actual holidays as specified in 9.1 shall be paid double his/her base rate for the hours worked plus pay for the holiday.

F. Holidays recognized on a normally scheduled day off the employee will bank eight (8) hours of holiday pay.

a. This bank will be paid out at the time they move to a 24-hour shift.

b. The employee will have the option to cash out any portion of the holiday bank, annually, during the same timelines of the contractual PDO payout.

G. New employees working other than an 8-5 schedule will be allowed to utilize accruals as noted in 9.4 (A) to cover any additional time.

a. In the instance where a holiday is in the new employee's very first pay period, the employee will be allowed to "borrow" the hours from their PDO bank and an adjustment will be made the following pay period.

9.5 For Personnel Working 12/12/24 schedules

a. During recognized holidays, personnel working this schedule will be stationed-based and be provided the holiday routine identified in 9.3.

10. Military Leave

The employer abides by the provisions of the laws of the State of Washington, RCW 38.40.060, which stipulates that employees who are members of the National Guard or Federal Reserve military units are entitled to be absent from their duties for a period of up to twenty-one (21) calendar days with pay during each year (October 1 – September 30) while engaged in the performance of ordered military duty and while going to or from such duty.

Twenty-one (21) calendar days for 24-hour personnel is defined as:

- (0001 – 2359 hours) = One (1) calendar day
- Twenty-one (21) calendar days = 10.5 shifts
- One (1) shift = Two (2) days

11. Other Leaves

11.1 All leaves without pay will be handled in compliance with Civil Service Rules and Regulations.

11.2 A maximum of five (5) working days, or forty-eight (48) working hours in the case of 24-hour shift employees, bereavement leave shall be allowed when there is a death in an employee's immediate family. "Immediate Family" is defined as spouse, domestic partner, child, mother, father, brother, sister, or step family, aunt, uncle, niece, nephew, mother-in-law, father-in-law, daughter-in-law, son-in-law, brother-in-law, sister-in-law, grandparent, grandchild, and grandparent, grandchild of the spouse or member of the employee's immediate household. (It is understood that this policy extends to members of a domestic partner's family to the same extent as specified for a spouse above).

11.3 Bereavement leave in excess of forty-eight (48) working hours for 24-hour shift employees or forty (40) hours for 40-hour per week employees may be charged to either accrued sick leave balance or paid shifts off with the approval of the Fire Chief or his/her designee.

11.4 Family and Medical Leave (FMLA) shall be granted pursuant to the requirements of the Family and Medical Leave Act of 1993, the Washington Family Leave Act and the City of Vancouver policies.

12. Rates of Pay

12.1 *Forty-Hour (40) Per Week Personnel*

The hourly rate of the employee will be his/her monthly base rate multiplied by twelve (12) months and divided by 2080 hours. This rate multiplied by eight (8) hours will be the daily base rate; multiplied by forty (40) hours will be the weekly base rate; and multiplied by 173.3 hours will be the monthly base rate.

12.2 *Twenty-Four (24) and 12/12/24 Hour Shift Personnel*

A. Twenty-Four (24) Hour Shift Personnel

The hourly rate of the employee will be his/her semi-monthly base rate multiplied by twenty-four (24) pay periods and divided by 2496 hours.

Any time that a 24-hour employee is paid for a period of less than a full month, the reduction in salary for the unpaid period will be computed by placing the employee's semi-monthly salary on an annual basis and dividing this total amount by the annual hours to compute the hourly rate.

B. 12/12/24 Hour Shift Personnel

The hourly rate of the employee will be his/her semi-monthly base rate multiplied by twenty-four (24) pay periods and divided by 2496 hours.

Any time that a 12/12/24-hour employee is paid for a period of less than a full month, the reduction in salary for the unpaid period will be computed by placing the employee's semi-monthly salary on an annual basis and dividing this total amount by the annual hours to compute the hourly rate.

12.3 Rates of pay for employees covered by this agreement and the effective date(s) thereof shall be as set forth in Appendix G.

A. Captain Pay Structure

Step 1:	TSFF* 1.10% (110%)
Step 2:	CP1* 1.05% (approximately 115%)
Step 3:	CP2* 1.05% (approximately 120%)
Station Captain	CP3* 1.05% (approximately 125%)
Special Projects	1.05% of current captain step rate

B. For information regarding the history of and transition to the Captain pay structure please refer to Appendix D.

12.4 Fire fighters will receive their annual step increases effective on their anniversary date. Captains will receive step increases per the Company Officer program.

12.5 *Promotional Increases*

At the time of promotion, employees will move to that step in the new range which results in an increase of at least 4.2%. in no event shall a promoted employee's salary be less than the starting pay of the salary range for the new position, nor in excess of the highest pay of the salary range for the new position.

13. Policy References

13.1 *Promotional Process*

Selection of candidates to be appointed to a promotional position within the bargaining unit shall be from a certified eligibility list created from the examination process as established by the Civil Service Rules and Administrative Guideline ("AG") #500.3. If there are any conflicts between the Civil Service Rules and the Administrative Guideline, AG #500.3 will control.

13.2 *Policy Changes*

Any proposed changes to applicable rules, regulations, and/or policies that involve mandatory subjects shall be bargained pursuant to RCW 41.56.

14. Clothing and Bedding

14.1 At the time of hire, the employer shall provide to all personnel all safety equipment and uniform equipment deemed necessary by the employer.

The employer will provide repair or replacement of the above on an as needed basis, as determined by the employer. When a part of the uniform has been determined to be in need of replacement, the employer will provide the replacement within a reasonable period of time.

14.2 Beds and Bedding

The employer will provide beds and bedding for 24-hour shift personnel. Bedding shall be laundered and/or cleaned as necessary at the expense of the employer. City-owned washer, dryer and supplies will be provided by the employer for use of employees.

15. Overtime/Double Time

15.1 In the event the need for overtime should arise, overtime will be compensated according to the following schedules.

A. Double time will be paid when predetermined staffing levels are increased to address emergency situations. Such pay shall be for a minimum of two (2) hours.

B. All other circumstances where overtime is required will be paid at time-and-one-half (1 ½). 40-hour per week employees will be paid time-and-one-half (1 ½) for all time worked:

1. In excess of forty (40) hours per work week; or
2. Outside the employee's normal assigned work schedule.

15.2 At the employee's option, compensating time off at the applicable premium rate may be accrued in lieu of overtime or callback pay. Compensating time off may accumulate not to exceed forty-eight (48) hours. Employees may use a maximum of ninety-six (96) hours of compensating time off in a calendar year.

15.3 Comp time must be used in a minimum of four (4) hour blocks between the hours of 0800 – 1200 and a minimum of five (5) hour blocks between the hours of 1200 – 1700.

15.4 Employees who work on a normally scheduled PDO shall be compensated as follows:

A. Employees shall be paid at the appropriate rate (overtime or double time) for all hours worked.

B. Twenty-four (24) or twelve (12) hours in the case of suppression personnel (based on applicable schedule) or eight (8) or ten (10) hours, as applicable in the case of 40-hour personnel, shall be deducted from the employee's PDO balance.

If the employee chooses to cancel his/her normally scheduled PDO per department policy and report to work, all hours worked shall be paid at straight time and the employee's PDO balance will not be reduced for that day.

15.5 In the event a bargaining unit member is called into work for overtime and subsequently sent home as not needed, such employee will be paid a minimum of two (2) hours of straight time at the pay rate of that individual.

16. Apprentice Program

All new employees are required to participate in the apprentice program subject to a one (1) year probation, to include those individuals that are hired from another journeyman department, and must complete all provisions of the program, (as adopted by the Joint Committee) as a condition of employment. If unusual or extraordinary circumstances occur, outside the control of the participant, the Joint Committee will evaluate and determine any exceptions to meeting the requirements.

Current firefighters, paramedics, and captains will become journeyman through a process developed by the Joint Committee in compliance with JATC (Joint Apprenticeship and Training Committee) requirements and Washington State Law.

The recruit training academy and EMT will be paid by the employer to include: wages, benefits, and tuition. In addition, if the academy is outside the Vancouver service area the following will also be paid by the employer: mileage, commuting time wages for once a week travel to and from the academy, housing, and meals. The City will not pay overtime for any "Related Technical Instructions".

The City will reimburse the required tuition cost, if a grade of "C" or higher attained, for all "Related Technical Instruction". The apprentice will enroll in on-line training opportunities and perform this coursework during the apprentice work hours. The City will establish a separate reimbursement account separate from the current reimbursement systems. The Joint Committee will regulate the apprentice requirements to assure the apprentice can reasonably meet these requirements.

Wages for new apprentices will be paid according to the current collective bargaining agreement. Employees hired with JATC credentials shall be compensated at the wage step commensurate to their current level of certification within the JATC system.

For the purpose of attaining any apprentice training requirements, the productive work hours of apprentices will be extended to 10 pm at night for all assigned shifts. The City will ensure that discretionary time for the apprentice to work on apprentice training requirements will be made available.

Apprentices may be placed onto a daytime schedule for purposes of mandatory apprentice training requirements without any additional pay or premiums. The City will provide an annual schedule for each apprentice of the training requiring a schedule change prior to vacation selections each year.

Fire District 5 and the City agree to no longer use volunteers for emergency response delivery. In the event the apprentice program ends, the volunteer program will be reinstated to provide emergency response delivery existing within the scope of the program as it exists at the date of ratification of the November of 2014 Memorandum of Understanding. Outside agencies like the Red Cross and the Trauma Intervention Program (TIP) will continue to operate in support of emergency operations.

Apprentices will be allowed to work overtime and participate in shift trades in accordance with current policy, practice and pursuant to the parties' collective bargaining agreement. If the City utilizes an external recruit school for initial training, they will maintain a ratio of at least one (1) IAFF 452 instructor to every six (6) recruits (for example: 1-6 recruits, 1 instructor. 7-12 recruits, 2 instructors). The first instructor will be a Captain, and subsequent instructors will be drawn from an established instructor pool of interested IAFF 452 members who may be Captains, Firefighters, or Firefighter Paramedics. The instructor pool will be established by the employer based upon requests of the membership for interested applicants with a subsequent interview process for selection as determined by the employer.

17. EMT Certification

17.1 It shall be a requirement of employment to acquire and maintain a Washington State EMT-B certification.

17.2 The employer will provide the training necessary to maintain EMT-B certification.

17.3 No employee shall be terminated due to a temporary loss of his/her EMT-B certification.

18. PLACEHOLDER

19. Specialty Pay

19.1 Specialty pay will apply to the following assignments:

A. Hazmat

B. Tech Rescue

C. Marine

1. Deckhand or Officer – Technician Level
2. Marine Captain – Technician Level
3. Lead Marine Captain – Lead Level
4. Marine Pilot – Marine Pilot Level
5. Lead Marine Pilot – Lead Marine Pilot
6. Marine Coordinator – Coordinator Level

D. Shipboard

1. Shipboard Firefighter – Technician Level
2. Shipboard Firefighter Team Leader – Lead Level

E. SCBA-Technician Level

1. When in an SCBA specialty, the specialty pay will end if the employee is not assigned to a SCBA station for more than one month.

2. The employer may choose to end SCBA assignments and contract out for such repairs at any time.

F. PIO - Team Lead Level

19.2 Specialty Pay shall be at the following monthly percentages:

Specialty Pay 1 (Trainee)	1.1% of base pay
Specialty Pay 2 (Technician)	2.2% of base pay
Specialty Pay 3 (Team Lead/Coordinator)	3.6% of base pay
Specialty Pay 4 (Coordinator)	5.0% of base pay
Specialty Pay 5 (Marine Pilot)	7.0% of base pay
Specialty Pay 6 (Lead Marine Pilot)	8.4% of base pay

19.3 Assignment to any specialty will be by mutual agreement of the parties, and any assignment may be ended by the employer at any time.

19.4 Specialty Pay (SP) amounts are not cumulative. For example, a firefighter at SP 3 level shall not receive specialty pay for the SP 1 and 2 levels. He/she shall only receive specialty pay at the SP 3 level.

19.5 To receive Specialty Pay under this contract, an employee must have prior approval of the Chief. Special Operations teams personnel shall adhere to all rules, regulations, policies, and training standards established by the City and the Vancouver Fire Department.

19.6 Only one specialty assignment will be allowed per person; provided that the Fire Chief may permit one or more employees to combine the PIO or Shipboard Firefighting specialty with another specialty if necessary to fill vacancies. Employees who have two specialties assigned as of 1-1-2020 will be grandfathered until one or both of their specialty assignments end.

20. Paramedics

20.1 Effective January 1, 2020, employees who are assigned by the Chief as paramedics shall be compensated as follows:

A. Fifteen percent (15%) of the top step firefighter (without competency) salary shall be added to the monthly base wage of Firefighter Paramedics.

B. Ten percent (10%) of the top step firefighter (without competency) salary shall be added to the monthly base wage of Captain Paramedics.

20.2 There are three distinct classifications of paramedic-certified employees, as follows:

A. Those who became paramedics before January 2, 1995.

B. Those who became paramedics between January 2, 1995 and December 30, 1995.

C. Those who became paramedics after December 30, 1995.

20.3 To decertify, the paramedic employee must notify the Fire Chief in writing, and they must take the necessary steps to ensure they transition directly from paramedic to EMT-B.

A. Those in classification A may decertify provided it does not cause the Department to drop below 17 paramedics. Such requests shall be approved on a first-come, first-served basis.

B. Those in classification B may decertify once the Department has appointed (through hiring or classification change) another paramedic to fill the paramedic vacancy they would create. Such requests shall be approved in seniority order based on length of service as a paramedic in this Department.

C. Those in classification C may request to decertify and the City may allow them to decertify once the Department has appointed another paramedic to fill the paramedic vacancy they would create. Such requests shall be approved in seniority order based on length of service as a paramedic in this Department.

20.4 No employee shall be terminated due to a temporary loss of his/her paramedic certification.

20.5 Minimum staffing for paramedics for leave selections will be eleven (11).

20.6 Captain Paramedic (PM) Classification Phase-Out

A. Current Captain Paramedics have the option to decertify as a PM. Pay will be red circled at their current Captain Paramedic (step and years of service) rate until such time as the appropriate declassified Captain (step and years of service) rate is greater than their current Captain Paramedic rate.

1. Must give one (1) year notice by July 1 or January 1 effective same date following year.

2. The City will allow three (3) per six (6) month period to decertify as a PM.

   a. In the event more than three (3) Captains desire to decertify in the same six (6) month period, seniority within the Captain rank will determine which three will be allowed to decertify.

B. Paramedics hired prior to January 1, 2017 or members approved to become paramedics prior to January 1, 2017 may decertify as a PM when promoted; or are grandfathered and the above language will apply.

C. Paramedics hired after January 1, 2017 must decertify as a PM when promoted to Captain.

21. Vacancies and Working Out of Classification

21.1 It is the intent of the employer to budget officer positions and to fill them as required, to provide the level of supervision determined by the City to be necessary and consistent with the safety of personnel and citizens as well as service to the community. Therefore, it is the intent of the employer that any work by any member of the unit in a job classification other than his assigned job classification would be an exception, except in circumstances where officers are utilizing benefit accruals or coverage for administrative assignments In the event that the same position must be consistently filled by temporary appointment, contrary to the intent of the parties, the employer and the union will meet to discuss resolution of the issues.

21.2 Within the context of the above statement of intent, the following is specifically agreed to by the parties hereto:

A. The employer will create and fill sufficient officer positions to provide departmental supervision. The employer will provide an officer or "Out of Class, Acting, or Temporary "Officer" to each engine and truck company at all times. However, in no case will the employer schedule more than four (4) non-regular officers to duty as company officers on engines and trucks.

1. This maximum does not apply from 0700-0800.
2. No individual will be compelled to work Out of Class unless they have been qualified to do so (except for compelled rescue assignments).
3. To be eligible for an Out of Class assignment after January 1, 2018, the Captain Out of Class Task Book will be required to be completed before working out of class.
4. On a daily basis, if overtime is necessary, it will first be offered to fill open Captain vacancies; even if the result is movement of a regularly assigned person from their bid spot in order to minimize the amount of overtime needed to fulfill minimum staffing requirements.

C. Out-of-classification pay will be paid in the following manner whenever a vacancy occurs for any reason:

1. When a firefighter is required to work as captain, or;
2. If a captain is required to work as a battalion chief, or;
3. When a firefighter or paramedic is required to work as a lead.

He/she shall be compensated at a rate of five percent (5%) more than his current pay rate, excluding overtime or other provisions for special pay.

D. In making out-of-classification assignments, the shift commander will appoint such person that he deems qualified. In making such determination, he/she shall give first consideration to employees on applicable eligibility lists. In order to work out of class, a firefighter must have at least four (4) years seniority in the department.

21.3 Whenever a vacancy occurs (i.e., the person is separated from service), said vacancy shall be filled; provided this shall not supersede any Civil Service laws or regulations, nor shall it affect the City Council's prerogative to, at any time, eliminate any position or staff's prerogative to recommend the same to Council.

21.4 The employer shall notify the union, in writing, fourteen (14) days prior to any recommendation to eliminate any position.

22. Employee Insurance

22.1 **Life Insurance.** Each employee shall receive a term life insurance policy in the amount of one (1) times annual base salary, not to exceed $100,000, rounded up to the nearest $1,000, double indemnity, the premium for which will be paid by the employer.

22.2 **Health Insurance.** During the term of this agreement, IAFF Local 452 will provide medical, dental and vision benefits to members, their spouses, qualified domestic partners, and dependents through the Vancouver Firefighter's Union Health and Welfare Trust established September 16, 2011 ("Trust").

It is the goal of the parties that this agreement will provide a long-term framework for bargaining unit health care coverage. Through this agreement, the parties seek to:

1. meet the health care needs of employees, their spouses, qualified domestic partners, and dependents;

2. significantly slow the growth of health care costs and create a more sustainable system;

3. provide greater collective consumer choice, control, and accountability; and

4. participate in a plan that is financially stable and in compliance with all applicable state and federal regulations.

A. Governance.

1. The primary purpose of the Trust is to fund medical, vision, and dental benefits to members, their spouses, qualified domestic partners, and dependents. The City recognizes that the Trust will incur administrative expenses, including broker fees, 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, which may include the payment of claims. The Trustees will provide the City with a copy of the Trust's annual audit, which shows that monies have been used for these purposes, and that all expenditures were made for the purpose of providing Heath Care Benefits.

2. All health plan decisions, including but not limited to, the level of benefits, who is eligible, and the amount to be paid by employees, their spouses, qualified domestic partners, and dependents, will be made by 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 the Union will be made by the Trust.

3. The Trust will give notice to the City within thirty (30) days of implementation if any contributions are used for purposes other than medical, dental or vision plans.

4. The Trust, either directly or through its advisors, is expected to:

    1. contract for fiduciary liability and/or errors and omissions insurance in an amount as reasonably determined by the Trustees;

    2. contract with a licensed trust company or other financial institution to hold the plan assets; and

    3. put in place a fidelity bond covering all persons who handle plan assets.

5. The Trust will contract with vendors and providers regulated and, where applicable, licensed, by the appropriate regulatory agency (e.g. Office of the Insurance Commissioner of the State of Washington, etc.).

B. Trust Contributions.

I. Beginning January 1, 2020, the City contribution per employee per month will be $2,165.59.

Beginning January 1, 2021, the City's contribution per employee per month will be $2,273.87.

Beginning January 1, 2022, the City's contribution per employee per month will be $2,387.57.

6. All Trust contributions must be made to the Trust by the 10^{th} day of the month. Trust contributions will be made for each employee that is on the payroll as of the first of that month. Upon request of the Trust, the City agrees to facilitate an electronic or wire transfer of these funds to the Trust to expedite their delivery to the Trust.

7. If the City is delinquent in submitting contributions to the Trust, the City shall pay the Trust interest at a rate of twelve percent (12%) per annum.

8. In the event the Trust determines that employee contributions to health care coverage are required, the City will make deductions from payroll upon request. Where required, written authorization from employees to allow for a pre-tax deduction pursuant to a cafeteria plan under Code Section 125 will be provided to the City prior to the time deductions are made. The parties will determine a procedure that facilitates this process, allows for pre-tax deductions where appropriate, and minimizes the administrative burden on the City.

9. The Trust will be responsible for all COBRA coverage (pursuant to federal requirements).

10. The Trust will provide to the employee and the taxing authorities appropriate tax reporting forms for any employees receiving benefits that are considered taxable. The City shall fund the “employer” portion of any required payroll taxes (e.g. employer share of Medicare) associated with taxable medical, dental and vision benefits, including those that may be payable with respect to a domestic partner coverage. In no event, will the City be responsible for any required payroll taxes beyond what the City was responsible for before the Trust was established. The Trust shall separately bill the City for any such payroll taxes that may be due.

C. Legal.

1. It is agreed the City is not taking any responsibility for claims risk, and the sole responsibility of the City is to pay the required Trust contributions.

   In the event of any penalties, surcharges or taxes imposed upon the City that are directly related to the provision of Health Care Benefits under this Agreement (such as through PPACA), either the Trust will pay the penalty, surcharge or tax directly, or the City will pay and deduct that amount (other than any employer portion of any required payroll taxes from the Trust contributions due the following month (or months)).

2. The Trust will comply with all applicable state and federal laws. Without limiting the foregoing, this includes Washington State Privacy Act, HIPPA, COBRA and PPACA.

3. The City is not responsible (including fiduciary responsibility) for any of the actions of the Trust. The Trust will defend, indemnify and hold harmless the City from any and all liability that relates in any way to the operation of the Trust or providing Health Care Benefits to employees, their spouses, qualified domestic partners, and dependents. Without limiting the foregoing, the Trust will defend, indemnify and hold harmless the City from any and all liability related to claims that are the responsibility of the Trust.

   In the event the Trust has insufficient assets to perform its obligations, under this Agreement, the IAFF Local 452 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.

4. The Union acknowledges the Trust's responsibility to comply with all of the applicable provisions of the PPACA and federal and state laws and the Trust will file all required forms applicable to the Trust with the appropriate authorities.

D. <u>Information Provided to the City.</u>

1. The City will be provided with a copy of an annual audit within thirty (30) days of receipt of the audit by the Trust, as well as the annual IRS Form 990, Return of Organization Exempt from Income Tax and any additional schedules/supplemental filings within thirty (30) days of filing with the federal government.

2. The Union will provide the City with sufficient information to bargain concerning the ongoing operation of the Trust, consistent with RCW 41.56.

3. The Union will also provide to the City upon request, a copy of the annual report Form 5500 filed with the Internal Revenue Service.

22.3 **<u>Flexible Spending Accounts.</u>** All employees will have the option of participating in City sponsored Flexible Spending Accounts (FSAs) for reimbursable medical costs, dependent care costs, or premium sharing costs.

22.4 **<u>Long-Term Disability Insurance.</u>** After six (6) months of employment, the City will convey to the Trust, an amount equal to $45 per active employee, as calculated on the 1st of every month. The Trust will then be required to purchase long-term disability insurance through the Trust on behalf of such employee.

23. Medical Expense Reimbursement Plan (MERP)

23.1 A monthly deduction will be taken for each employee and will be contributed to the Medical Expense Reimbursement Plan of the Washington State Council of Firefighters Employee Benefit Trust (the "Plan").

A. The Union asserts the Plan is established in compliance with applicable federal and state laws. Further, the Union agrees to indemnify, defend and hold the City harmless for any and all liability, claims, demands, suits or any other loss, damage or injury to person or property arising from or related to the provisions of this article, including income tax withholding liabilities and tax penalties or any other monetary impacts.

B. Funds diverted to the Plan shall be considered as base salary for purposes of total compensation calculation as outlined in Appendix E.

C. The City will treat these contributions as ordinary income unless the Union provides the City with a legal opinion that the Plan is qualified under the Internal Revenue Code for tax deferred status and that the contributions made to the Plan by the City are not includible in the gross income of employees whose salaries would be reduced at the time the contributions are made.

D. In addition, the Union will provide to the City at their request, a copy of the Summary Annual Report published by the Plan. The Union will also provide to the City upon request a copy of the annual report Form 5500 filed with the Internal Revenue Service.

23.2 Deductions

A. The City shall take a pre-tax deduction of $125.00 from the normal salary of each eligible employee. The Union has the right to notify the City of changes (increases or decreases) to the monthly deduction. The Union shall document such changes in writing to Human Resources no later than the 25th of the month prior to the desired date of change. The parties agree that no additional MOU's will be needed to make changes to the monthly amount.

1. The deduction will be split between the employee's 10th and 25th of the month paychecks.

2. Deductions shall be made on a pre-tax basis.

B. The City shall additionally make a contribution to the Plan in the amount of one hundred percent (100%) of the cash-out value for all eligible accrued and available sick leave on the date of the eligible employee's retirement, as identified in Appendix C.

C. The City shall additionally make a contribution to the Plan for all members hired on or before July 1, 1989 in the amount of one hundred percent (100%) of the cash-out value for all eligible, accrued and available vacation leave on the date of the employee's separation.

1. The accumulated cash-out value deduction shall be made on a pre-tax basis.

24. Physical Fitness and Wellness Program

24.1 Participation in the physical fitness program as mutually set up by the Union and the City shall be mandatory. The City and the Union shall meet at least annually to continually evaluate the program.

24.2 The City will contribute up to $370 per authorized (on January 1 of each year) FTE to the Trust on an annual basis for wellness programming.

Payment will be made to the Trust monthly upon receipt of statement certifying the names of the individuals who have completed the wellness physicals. Parameters of the Wellness Program will be mutually agreed to by the City and the Union.

All information gathered as a result of the pre-screening and wellness testing process shall remain confidential between the medical and/or other service provider and the employee. Neither the City of Vancouver nor the Union shall have any right of access to the information.

24.3 Employees are required to participate in an annual hearing exam performed during on-site testing (or an alternative) arranged by the City. The City will pay the costs associated with hearing testing.

25. Retirement Plan and Deferred Compensation

25.1 All employees shall participate in the State of Washington Law Enforcement Officers and Firefighters Pension System. Employees may participate, at their option and cost, in the deferred compensation programs provided by ICMA Retirement Corporation and Washington State DRS Deferred Compensation.

26. Identification of Jobs

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

26.2 When work operations involving new or substantially changed requirements are established after the effective date of this agreement and such requirements are not adequately or specifically described in an existing job, the employer will describe and establish a new job in an appropriate range. Copies of the job description will be furnished to concerned employees and the union.

27. Grievance Procedure

27.1 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. Employees shall have access to the Union-Labor Relations Committee prior to advancing a grievance through the formal grievance procedure.

27.2 Procedure

A. If a grievance is to be advanced under this procedure, it shall be presented by the grievant(s) to the Fire Chief within twenty-one (21) days from the date of the alleged breach or violation of this agreement. The grievance shall be reduced to written form by the grievant(s) and shall:

1. Fully describe the grievance and how the grievant(s) was/were affected.
2. Set forth the section(s) of the agreement allegedly violated and state the specific nature of the violation.
3. Indicate the date(s) of the incident(s) grieved.
4. Specify the remedy or solution to the grievance sought by the grievant(s).
5. Identify the grievant(s) and be signed by the grievant(s).
6. Specify whether the grievance procedure should begin at step 1 or step 2.

The grievant(s) may be accompanied by the union representative in presenting the written grievance to the Fire Chief. Presentation of the grievance may be made in person, by mail, or other electronic means, by the grievant(s), the Union, or both.

Step 1: The parties will use an interest based problem solving process to resolve the issues identified in the grievance. The process will include all individuals necessary and with authority to reach a resolution. Any resolution of the grievance will be in writing and signed by the parties. If the grievance is not resolved in twenty-one (21) days, the grievance shall automatically advance to step 2.

Step 2: The Fire Chief shall conduct a meeting with the grievant(s) and the union representative, or with the union representative only, at the discretion of the Union. The chief shall make a decision on the matter, in writing, within twenty-one (21) days of receipt of the grievance. Copies of the decision shall be mailed, emailed, or hand delivered to the grievant(s), the union, and the City Manager.

Step 3: If the grievance remains unresolved after the decision has been rendered by the Fire Chief, the grievant(s) shall, by letter, or electronic means, deliver the grievance to the City Manager or his/her designated representative within fourteen (14) days after receipt of the decision reached in step 2, above. The City Manager or his/her designate shall conduct an investigatory hearing with the appropriate parties within fourteen (14) days of receipt of the written grievance and shall render his decision within fourteen (14) days of such hearing, with copies to the grievant(s), the Union and the Fire Chief.

B. If the grievance is not settled in step 3, the Union may request arbitration of the grievance within twenty-one (21) days after receipt of the decision of the City Manager, or his designate, as hereinafter provided. In cases involving a dispute that is reviewable under both the grievance procedure and the Civil Service, the union will not proceed to arbitration unless the grievant(s) waives the right to proceed before the Civil Service Commission.

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, an arbitrator shall be selected by the process of alternately striking from a panel of eleven arbitrators (selected from WA or OR) requested from the Public Employment Relations Commission (PERC) or the Federal Mediation and Conciliation Service (FMCS).The loser of a coin toss shall strike the first name. The request to PERC or FMCS shall state the general nature of the issue and ask that the nominee be qualified to handle the type of issue involved.

The City and the Union will jointly share the fee for selection and services of an arbitrator.

The arbitrator shall render a decision as promptly as possible. The arbitrator shall consider and decide only the specific issue(s) submitted in writing by the Employer and/or the Union, and shall have no authority to make a decision on any other issue not so submitted. The arbitrator shall have jurisdiction and authority only to interpret, apply or determine compliance with the specific terms of the agreement and shall not have jurisdiction to add to, detract from, or alter in any way, the provisions of this agreement. A decision within the jurisdiction of the arbitrator shall be final and binding upon all parties. The expenses and fees incumbent to the services of the arbitrator shall be split equally between the parties.

27.3 Failure by the grievant(s), or his/her representative, to advance the grievance to step 3 or to arbitration within time limits stipulated in this article shall constitute abandonment of the grievance. The parties may mutually agree in writing to extend the time limit for given step for a stated period of time. Failure by the employer to reply in a timely manner constitutes a denial of the grievance, unless both parties have agreed to an extension of the time line.

28. Employee Discipline/Termination

28.1 The employer may, in good faith for or cause, take disciplinary action by written reprimand, suspension, demotion, or discharge. 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. Employees shall be given the opportunity to read and answer all disciplinary letters or performance evaluations 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 reprimand, but rather an indication that he/she has seen and comprehends the gravity of the disciplinary action. A copy of the letter will be provided to the union upon authorization by the employee.

28.2 It is agreed by both parties that no entries may be made to an employee's personnel file from anonymous sources without substantive evidence.

28.3 The guidelines outlined in AG #500.4 will be followed by all parties in investigations into allegations of misconduct or substandard performance that, if substantiated, would likely lead to discipline as outlined in 28.1.

29. Labor Relations Committee

29.1 The Labor Relations Committee shall be composed of the Fire Chief and the Union Local President and/or their designees.

29.2 This committee shall meet at least monthly, or more frequently as agreed upon, to discuss mandatory subjects of bargaining.

29.3 The Fire Chief may hear input from the union on non-mandatory subjects of bargaining, and may consider the union's position on those matters.

30. Conflict of Contract and Ordinance

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 Personnel Ordinance and that where it is found that the provisions of such an agreement are in conflict with the Personnel

Ordinance, that the language of the agreement would become the basis for recommending an amendment of the ordinance.

31. Tuition Reimbursement

The employer shall establish a tuition reimbursement account in the Fire Department budget in the amount of $8,000 for each year of the agreement. The department and the Union shall develop and monitor a program for the disbursement of these funds to eligible union members.

32. Substance Abuse Prevention Policy

32.1 The Union and the City agree that the Substance Abuse Prevention Policy shall apply to all members of the bargaining unit outlined in appendix H.

The City will conduct periodic training of all personnel, including supervisory personnel, in the content of the policy and in the means and methods whereby supervisory staff may identify characteristics triggering a "reasonable suspicion" testing process.

The City will endeavor to make available to any employee, at the time he/she may be required to undergo testing under the policy, a summary of the following: how and where the test will be administered, what the employee should do pending the outcome of the test results, and what may occur based on a positive test result.

Failure on the part of the City to provide this information to an employee prior to administering a test under the policy shall not void the results of the test nor shall it be considered a grievable action under the contract.

33. Paydays and Payroll Deductions

Pay periods shall be the following:

Pay period of 1st through 15th - payday on 25th
Pay period of 16th through the end of the month – payday on 10th

Continued salaried (half of monthly pay each pay period – continue to calculate hourly for overtime purposes).

The parties agree that additional payroll deductions will be mutually agreed upon by the employer and the union.

34. Separability Clause

In the event that any provision of this agreement shall be determined to be illegal or in violation of any federal or state law or regulation, whether by judicial or administrative determination, that portion of the contract shall be deemed excised from this agreement and all other portions unless dependent upon the excised portions shall remain in full force and effect.

35. Non-Reduction of Wages and Working Conditions

The parties hereto agree that the wages and working conditions in effect and now being paid to and enjoyed the members of the union shall not be reduced in view of the provisions of this agreement, provided, however, that nothing in this article shall be construed as limiting management rights pursuant to Article 2, above.

36. Appendices and Amendments

All appendices and amendments shall be numbered or lettered, dated and signed by the responsible parties and shall be subject to all provisions of this agreement.

37. Successor Clause

This agreement and all amendments thereto, shall be binding upon the successors and assigns of the parties hereto, and no provisions, terms or obligations herein contained shall be affected, modified, altered or changed in any respect whatsoever by the consolidation, merger, annexation, transfer or assignment of either party hereto.

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.

38. Termination and Renewal

38.1 This agreement is effective January 1, 2020, and shall remain in full force and effect through December 31, 2022, and shall be automatically renewed thereafter upon each anniversary of said date unless written notice to the contrary is given by either party as set forth in 38.2, below.

38.2 Pursuant to the provisions of RCW, Chapter 41.56, the employer agrees to commence negotiations with the union not later than June 1 of any calendar year wherein the union notifies the employer of intent to reopen the agreement on the anniversary date in order to modify wages, hours and other terms and conditions of employment for the employees covered by this agreement.

Dated this ___________________ day of __________________, 2020.

For the Employer	For the Union
________________________ Eric J. Holmes, City Manager	________________________ Judson McCauley, President
________________________ Joseph Molina, Fire Chief	________________________ Greg Straub, Vice President
________________________ Lisa M. Takach, HR Director	________________________ Pete Adams, Secretary
Approved as to form:	________________________ Dave Sturbelle, Treasurer

____
Jonathan Young, City Attorney

Attest:

____
_________, City Clerk

APPENDIX A

IAFF LOCAL 452

Paid Days Off Accruals

For 24-Hour Shift Employees

During Year of Service	Paid Shifts off Per Year	Accrual Rate Per Month	Maximum Accumulation
1-5	11 Shifts	22 Hours	824
6-10	12	24	824
11-15	14	28	824
16-20	15	30	824
21-25	17	34	824
26+	18	36	824

For 40-Hour Work Week Employees:

During Year of Service	Accrual Rate Per Month	Maximum* Accumulation
1-5	18.33 Hours	686 Hours
6-10	19.99	686
11-15	23.32	686
16-20	24.99	686
21-25	28.32	686
26+	29.99	686

* Accrual rates and maximums are determined by multiplying the 24-hour accrual rates and maximums by .833 (40-hour workweek/48-hour workweek = .833)

In addition to the above, a maximum of one hundred twenty (120) hours per person for those employees on a 24-hour shift and a maximum of eighty-two (82) hours for those employees on a 40-hour work week are allowed to be sold back at regular base rate. The intention to sell back PDO's must be declared in the last pay period of October, in advance of the PDO selection process. PDO's may then be bid with the remaining PDO balance for that year.

APPENDIX B

IAFF Local 452

Company Officer

March 1, 1995, the City and the Union bargained and agreed upon a "Company Officer Program" which resulted in the following:

1. The elimination of the rank of Lieutenant, and,

2. A process for movement through the steps of Captain which were based on time in grade and specific educational/experiential requirements.

The City and the Union have agreed upon those requirements necessary to proceed through the steps of the Captain rank. Any changes to the program will be mutually agreed upon between the city and the union.

As of January 1, 2017:

Company Officer Step Program

- Current Step 1 have the following two options:
  - Fulfill the Step 1 requirements in the current program.
    - After this step is completed, you then transition to the new program for all future steps.
  - Fulfill the Step 1 requirements in the new program
- Current Step 2 and above can opt into the new program, or choose to stay in the current program.
    - Staying in current program results in no access to Company Officer Step Program tuition reimbursement, but maintains access to department tuition reimbursement.
- All education from an accredited college toward a Bachelor's degree in Fire Science or Administration, Public or Business Administration, or Emergency Management.
- Accredited schools determine what credits apply.
- Program Overview:
  - Cpt 1: Four (4) years with VFD
  - Cpt 2: One (1) year and completion of probation as Cpt 1. Complete fifteen (15) credits in Bachelor's program as noted above. Incident Command System (ICS) and Incident Safety Officer (ISO) Classes.
  - Cpt 3: Four (4) years as a Captain. Forty-five (45) additional credits as noted above. Qualified to work OOC as a BC. Successful completion of Haz-Mat On-Scene Incident Commander (IC) and the NFA "Introduction to Emergency Response to Terrorism" classes.
  - Station Captain: Initial recruitment from current Step 3 and above Captains; future recruitments are two (2) years as a Step 3 Captain. Thirty (30) additional

credits as noted above. Promoted by testing process as bargained between the parties, with rule of three (3). One (1) per station. Health and Safety Officer class.

- Current Captain 4 and 5 red circled if not selected to fill station captain role and assigned as a Step 3 Captain.

Captain Pay Transition

Step	Medic/Captain	Captain	
1	4	8	110%
2	7	6	115%
3	7	7	120%
4*	0	7	124%
5**	6	1	125%
Station Captain***		(10)	125%

- *Current Step 4 captains not receiving a station captain position will increase to 124% and then be red circled until such time as the step 3 captain rate exceeds their red circled rate.
    - Current step 4 captains will be grandfathered in, there will be no additional progression to the former step 4 or 5 positions, instead there will be opportunity to progress to a station captain or special projects captain position.
- **Current Step 5 captains not receiving a station captain position will be red circled at the appropriate 2017 station captain rate, until such time as the step 3 captain rate exceeds their red circled rate.
- ***Based on comparables as of 11.16.2016, station captain rate was 128%. The negotiated station captain rate is 125%, a difference of 3%, multiplied by 10 station captains equals 30%. 30% was divided by the number of current step 4 captains as of 11.16.2016 (7) to get to 4.28%. That 4.28% was rounded down to account for the possibility of additional step 3 captains advancing to step 4 prior to the execution of the agreement. The 4% added to their current 120%, resulting in a grandfathered step 4 of 124%. Both parties agreed to this methodology for calculating the rate of the grandfathered step 4 captains.

Tuition Reimbursement

Up to $50,000 per year towards tuition, books, and fees for the company officer step program up to EOU rates.

APPENDIX C

IAFF LOCAL 452

Method of Negotiating the Contract

For the 2017 - 2019 contract, the method of determining total monthly compensation and considering departmental policies and other working conditions was as follows:

The following departments were used as comparable:
Eastside Fire & Rescue (King County Fire District 10)
Kent
Central Pierce Fire & Rescue (Pierce County Fire Protection District #6)
Snohomish County Fire Protection District 1
South King Fire & Rescue
Spokane Local #29
Tacoma Firefighters Local #31

The parties agreed to determine the comparable by:
Population (50%-150%) Fire Agencies in Washington
Assessed Valuation (50% - 150%)

A study was conducted to determine total monthly compensation for this group of comparable and Vancouver Fire Department. Total monthly compensation included the following, all of which were converted to dollars:

- Base salary for top step fire fighter
- Longevity pay for a 10-year employee
- Competency pay for a 10-year employee
- Education pay for an Associate Degree, divided by one-third (1/3)
- Holiday pay or In-lieu-of holiday pay
- Deferred compensation matching

Any specialty pay that is paid by fifty percent (50%) of the comparables that is not yet identified in the collective bargaining agreement shall be included in the negotiations of the successor collective bargaining agreement.

The "net hourly compensation" components were then added together and divided by seven (7) to reach an average "net hourly compensation."

City of Vancouver's "net hourly compensation," using the above formula, was then compared to the average of the seven (7) comparable and adjusted.

APPENDIX D

IAFF LOCAL 452

Competency Pay – effective January 1, 2009

As part of the annual fire department training program members are required to demonstrate proficiency with SCBA.

In order to earn competency pay members must on an annual basis successfully complete the SCBA Skill Sheet covering SCBA Donning – Coat Method within the timeframe as referenced in Washington State standards.

As with all Fire Department training requirements, Company Officers will be responsible for ensuring the member's skill proficiency is verified as satisfactory. For competency pay purposes both the member and the Company Officer will sign and date the skill sheet. A signed and dated skill sheet or an electronic training record will satisfy the competency pay requirement. Members seeking a change in competency pay will notify a Chief Officer that they have met the requirements within six (6) months (before or after) of the change in competency pay.

Members must demonstrate proficiency to be eligible for the next level of competency pay.

The request for competency pay will be denied if the member fails to provide proof of proficiency as outlined above.

Any extraordinary circumstances as to why the skill sheet was not completed shall come to the Chief for review. If the Chief's review determines there were no extraordinary circumstances the request for competency pay will be denied.

A member whose competency request is denied will not receive credit for one year.

Competency pay was calculated on a top step 0-4 year firefighter range.

2% of top step firefighter after five (5) years

4% of top step firefighter after ten (10) years

6% of top step firefighter after fifteen (15) years

8% of top step firefighter after twenty (20) years

APPENDIX E

IAFF LOCAL 452

RATES OF PAY

See the attached spreadsheets for each year of rates of pay.

Effective January 1, 2020, base wages for the classifications covered by this agreement were adjusted by 3.0%.

Effective January 1, 2021, base wages for the classifications covered by this agreement shall be increased by 2.5%.

Effective January 1, 2022, base wages for the classifications covered by this agreement shall be increased by 2.0%.

APPENDIX F

IAFF LOCAL 452

Vancouver Fire Department Substance Abuse Policy

PURPOSE

The Vancouver Fire Department is committed to providing its employees and the public a workplace that is free from substance abuse. The City supports employees undergoing treatment and rehabilitation for substance abuse and notifies employees of the penalties that may be imposed for substance abuse violations in the workplace. This policy complies with the Drug Free Workplace Act of 1988.

SCOPE

This policy applies to all City of Vancouver (Fire Department) employees, volunteers and vendors that work at or represent the City or the City's interests and/or access facilities, unless otherwise addressed by a current collective bargaining agreement or public safety policy.

DEFINITIONS

Alcohol means ethyl alcohol or ethanol. Breath alcohol tests on covered employees must show levels below 0.04 or the employee will be in violation of this policy, however, an employee will not be permitted to return to work if the employee's BAC is greater than 0.02.

Alcohol concentration means the alcohol in volume of breath expressed in terms of grams of alcohol per 210 liters of breath as indicated by a breath test.

Alcohol use means the consumption of any beverage, mixture or preparation, including any medication, containing alcohol.

Breath Alcohol Technician (BAT) means an individual who instructs and assists individuals in the alcohol testing process and operates an EBT.

Breath Alcohol Testing Site means a location which affords visual and aural privacy for the performance of breath alcohol testing. No unauthorized person shall be permitted access to the breath alcohol testing site when the evidential breath testing device is unsecured or at any time when testing is being conducted. In unusual circumstances, e.g. after an accident when a test must be conducted outdoors, the breath alcohol technician must provide visual and aural privacy to the greatest extent practicable.

City means the City of Vancouver, Washington.

Controlled substance means a chemical or its immediate precursor classified in Schedules I through V under the *Federal Controlled Substances Act, 21 USC 811 to 812*, as modified under

RCW 46.25 (copies are available to employees from the City's HRRS department). "Controlled substances" include but are not limited to narcotics, depressants, stimulants, hallucinogens, and cannabis.

DHHS means the *Department of Health and Human Services* or any designee of the Secretary, Department of Health and Human Services.

Drug means a substance:

- Recognized as a drug in the official United States Pharmacopoeia, official Homeopathic Pharmacopoeia of the United States, official Formulary, or in any supplement to any of them;
- Intended for use in the diagnosis, cure, mitigation, treatment, or prevention of disease in humans or animals;
- Other than food or beverage, intended to affect the structure or any function of the body of humans or animals;
- Intended for use as a component of anything listed above in A, B, or C of this definition.

Employee means an individual who personally renders services to the City of Vancouver temporarily or otherwise, and who is not employed by an independent contractor to render those services pursuant to a contract.

EBT device (or ***Evidential Breath Testing device***) means an EBT approved by the National Highway Traffic Safety Administration (NHTSA) for the evidential testing of breath and placed on NHTSA's "Conforming Products List of Evidential Breath Measurement Devices." (CPL)

Illegal Drug means drugs which are not legally obtainable or drugs which have not been obtained legally. It also means drugs which are legally obtained but are knowingly used in a purpose or manner other than prescribed or intended.

Medical Review Officer (MRO) means a licensed physician (medical doctor or doctor of osteopathy) responsible for receiving laboratory results generated by an employer's drug testing program who has knowledge of substance abuse disorders and has appropriate medical training to interpret and evaluate an individual's confirmed positive test results together with his or her medical history and any other relevant biomedical information. MRO’s must be certified by a substance abuse medical association such as AAMRO or MROCC.

On-Duty means as any time on the job, volunteering or representing or acting in or on behalf of the City’s interests. In addition, all time spent in association with drug testing specimen collection and/or alcohol testing is considered on-duty time.

Prohibited drug means cocaine, opiates, amphetamines, or phencyclidine.

Reasonable Suspicion means that a trained manager or supervisor observes behavior, appearance, speech or body odors that are characteristic of alcohol or drug misuse. These observations must be specific, articulable and contemporaneous.

Refuse to submit (to a drug/alcohol test) means that a covered employee fails to provide a urine sample or to submit to a breath alcohol test as required by this policy, without a valid medical explanation, after he or she has received notice of the requirement to be tested in accordance with the provisions of this policy, or engages in conduct that clearly obstructs the testing process.

Substance Abuse means addiction to or the dependency upon alcohol or a controlled substance, or the use of alcohol or a controlled substance in a manner that results in interference with an employee's performance of work-related tasks.

Substance Abuse Professional (SAP) means a licensed physician (medical doctor or doctor of osteopathy), or a licensed or certified psychologist, social worker, employee assistance professional, or addiction counselor (certified by the National Association of Alcoholism and Drug Abuse Counselors Certification Commission), with knowledge of and clinical experience in the diagnosis and treatment of drug and alcohol-related disorders.

Work shift means any time during which an employee is engaged in work on behalf of the City, including but not limited to routine 8-hour or 24-hour shifts, rotating shifts, part-time shifts, breaks, and time spent traveling from one work site to another.

Verified negative (drug test result) means a drug test result reviewed by a medical review officer and determined to have no evidence of prohibited or authorized drug use.

Verified positive (drug test result) means a drug test result reviewed by a medical review officer and determined to have evidence of prohibited drug use at or above the following thresholds:

Substance	Initial Test	Threshold	Confirmation Test	Threshold
Amphetamines	Urinalysis	1000 ng/ml	Split Specimen	500 ng/ml
Amphetamine	Urinalysis	1000 ng/ml	Split Specimen	500 ng/ml
Methamphetamine	Urinalysis	1000 mg/ml	Split Specimen	500 ng/ml
Cocaine Metabolite	Urinalysis	300 ng/ml	Split Specimen	150 ng/ml
Opiates Metabolite	Urinalysis	300 ng/ml	Split Specimen	300 ng/ml
Morphine	Urinalysis	300 ng/ml	Split Specimen	300 ng/ml
Codeine	Urinalysis	300 ng/ml	Split Specimen	25 ng/ml
Phencyclidine	Urinalysis	25 ng/ml	Split Specimen	25 ng/ml

Results below the thresholds are considered negative.

Procedure and Guidelines

Testing Procedures

Testing required under this policy will be considered on-duty time. All drug and alcohol testing will be conducted with accuracy, reliability and a high regard for privacy and dignity in specimen collection, testing and notification. The security of urine samples and the accuracy of breath testing are absolutely necessary. For this reason, the City uses collection and testing procedures that are based on the industry standards established by the DOT. The City will adhere to these standards for collection, testing, MRO review and result reporting. Results obtained from procedures not in accordance with these industry protocols will not be valid for the purpose of this policy.

Drug Testing:

a. Urine specimen collection for drug testing will be performed by qualified individuals in conformance with current standards of practice, using chain of custody procedures, and with respect for the privacy and dignity of the person giving the specimen. Employees will not be witnessed when providing a urine specimen. Drug test specimens will be collected to provide at least 30 ml of urine in a "primary specimen" shipping bottle and at least 15 ml of urine in a "split specimen" shipping bottle.

b. Drug testing will be performed only by laboratories certified by the Substance Abuse and Mental Health Administration (SAMHSA) of the U.S. Department of Health and Human Services (previously "NIDA").

c. Testing procedures will be conducted and monitored in accordance with *49 CFR Part 40*. Copies of these federal regulations are available from HRRS to all employees upon request. Specimens submitted to the laboratory are tested for the following drugs:

- Cocaine
- Amphetamines
- Opiates
- Phencyclidine (PCP)

d. The specimen collection agent will use the split sample method of collection. This method involves dividing the original specimen into a "primary" and a "split" sample.

e. The contract laboratory must be certified by the SAMHSA. The laboratory will observe testing/chain of custody procedures to ensure that the specimens' security, proper identification and integrity are not compromised.

f. When an initial screening test for drugs is positive, a second, confirmatory test will automatically be performed. Confirmed positive drug tests will be reported by the testing laboratory to the MRO for verification.

g. If the primary specimen is positive, the MRO will make every reasonable effort to notify the employee of the result. If the MRO is unable to reach the employee, the City will as soon as practicable request that the employee contact the MRO to discuss test results.

h. When the MRO is able to contact the employee or applicant to discuss the results, the MRO will inform the candidate or employee that he/she has 72 hours from having been informed of a verified positive test to request that the MRO send the split specimen to a different SAMHSA-certified laboratory for analysis.

i. Expenses for testing of the split sample will be paid for initially by the City. If the results of the split sample test are positive, the City will be reimbursed by the employee for the cost of testing the second split sample.

j. Outside job applicants who request a second test will be responsible for the cost of testing the split sample. In addition, the candidate will be responsible for coordination of payment for the second testing.

Marijuana Testing:

In the State of Washington, marijuana is legal under state law, both as a prescription medication and as a drug used for recreational purposes.

Employees shall not be under the psychoactive effects of marijuana causing motor impairment while on duty. Marijuana metabolites can stay in a person's blood for weeks after the psychoactive effects of the drug have completely subsided. In addition, certain topical medications containing marijuana, do not cause any psychoactive effects, but can still result in a positive test for marijuana.

A saliva test shall be used to screen for the psychoactive effects of marijuana use, and if positive, shall be confirmed by a blood test performed by a qualified laboratory. This screening test shall be performed by an individual properly qualified to perform the tests utilizing appropriate equipment. An initial positive level shall be 5 nano grams per milliliter of Delta-9-tetrahydrocannabinol. If initial testing results are negative, testing shall be discontinued, all samples destroyed and records of the testing expunged from the employee's files. Only specimens identified as positive on the initial test shall be confirmed using a blood test.

Sample handling procedures, as detailed in section discussing “Drug Testing”, shall apply. A confirmatory test shall also test for the psychoactive effects of marijuana usage. A positive blood level shall be 5 nano grams per milliliter of Delta-9- tetrahydrocannabinol. If confirmatory testing results are negative, all samples shall be destroyed and records of the testing expunged from the employee's files.

If the employee tests positive for marijuana, the MRO will make a determination, based on current scientific data and other evidence, if the marijuana more than likely caused the behavior or impairment that resulted in the administration of the drug or alcohol test.

If the MRO determines marijuana was not the likely cause of the behavior or impairment that resulted in the administration of the drug or alcohol test, the MRO will not release any results of the marijuana portion of the drug test to the Employer.

Alcohol Testing:

a. Candidate shall report to testing facility and sign the Breath Alcohol Testing Release Form. Refusal to sign this form will be regarded as refusal to take the test. A Breath Alcohol Test will then be conducted by a certified Breath Alcohol Technician (BAT).

b. Testing procedures will be conducted and monitored in accordance with 49 CFR Part 40. Copies of these federal regulations are available from HRRS to all employees upon request.

c. The BAT must conduct a second breath alcohol test if the initial screening test indicates that the employee or applicant has a prohibited alcohol concentration.

- The first test is a screening test. Any result less than 0.02 alcohol concentration is considered negative and no further testing is required.

- If the alcohol concentration is 0.02 or greater, the BAT will conduct a confirmation test within 15 minutes of the screening test.

- If the results of the screening and confirmation tests are not identical, the confirmation test will be the result upon which any further action under this policy will be taken.

d. If the confirmation test indicates an alcohol concentration at 0.02 or above, the BAT must immediately notify the supervisor who will arrange for transportation of the employee from the alcohol testing site.

e. If the confirmation test indicates an alcohol concentration of 0.04 or above, the individual is considered to have a prohibited alcohol concentration.

Prohibited Forms of Drug/Alcohol Use

Employees are prohibited from the unlawful manufacture, distribution, dispensation, possession or use of a controlled substance on City property, or anytime during an employee's work shift.

Employees are prohibited from reporting for work after using illegal drugs or controlled substances at a time, or in such a manner that may impair work performance. This prohibition includes a verified positive drug test result.

Employees are prohibited from reporting for work after consuming alcohol at a time, or in such a manner, that may impair work performance (prohibited alcohol conduct).

Refusal by an employee to submit a urine or breath specimen when requested to do so under the guidelines of this policy will have the same consequences as a positive test result, and will result in immediate removal from duty.

Violations of this policy and/or its prohibitions may lead to corrective action up to and including termination of employment, providing just cause for such action exists. Official discovery of prior voluntary treatment or professional assistance shall not, by itself, constitute just cause for corrective action.

Types of Drug/Alcohol Use Testing

Post-offer of employment: Alcohol testing is not conducted. Drug testing is conducted after offer to hire; hire is contingent on negative results.

Applicants for positions that are covered under this policy will be notified of the testing requirements during the application process.

If an outside applicant's drug test is verified as positive, he/she will be prohibited from hire. Applicants may be considered again for employment with the City after six (6) months.

Post-accident: Post-accident testing will be conducted when an employee, driving a vehicle/equipment during the course of his or her shift, has an accident which results in any of the following:

- a fatality; or
- the employee receives a citation for a moving traffic violation.

As soon as practicable following an accident, the supervisor or another appropriate City administrator will indicate whether the operator(s) of any vehicle involved in the accident must report for specimen collection and/or an alcohol breath test. Such operators shall be ordered to submit to testing.

Alcohol and drug testing must be conducted as soon as possible following an accident (as defined above), but in no case will an alcohol test be conducted later than 8 hours after the incident; and in no case will a drug test be conducted later than 32 hours after the incident.

Employees who are ordered to be tested under this section are to report immediately to the designated specimen collection and testing facility as instructed. The supervisor or other appropriate administrator will arrange transportation for the employee to the facility, as well as transportation to the employee's place of residence.

Any employee who is subject to post-accident testing must remain readily available for testing. If the employee does not or is not able to remain at the accident scene, he/she is required under this policy to notify the City of his or her location until testing is completed. This notification requirement will be considered to be met if the employee is unable, because of the need for medical treatment for personal injury, to remain at the site. If the employee fails to do this, when ordered, the City will interpret this action as a refusal to undergo the required testing. However, nothing in this section is designed to require the delay of any appropriate action that may need to be taken by the employee in an emergency situation such as obtaining emergency assistance, seeking emergency medical attention, etc.

If a regular/probationary employee has a positive drug test or a breath test indicating an alcohol level of 0.04 or greater, the employee cannot return to work until he/she has been evaluated by a substance abuse professional, complied with recommended rehabilitation, and has a negative result on a return to duty drug and/or alcohol test(s). In addition, the employee may also be required to undergo follow-up testing as outlined in this policy.

The employee will be placed on a paid administrative leave from the time they are required to undergo testing until such time testing, or any requested confirmation tests are completed. The employee may use any available leave balances to cover any absences that occur from the time period between completion of confirmation tests until the time the employee is permitted to return to work.

In addition to post-accident tests conducted under the procedures of this policy, the results of a breath or blood test for alcohol or a urine test for the use of prohibited drugs, conducted by Federal, State, or local officials having independent authority for conducting such tests, are considered to meet this policy's post-accident testing. For the enforcement of this policy, the City will use the results of such tests when available. No additional confirmation tests are required under this policy. The City will notify the employee that under this policy he/she has the option of undergoing an additional drug test within 32 hours of the incident if he/she chooses. Procedures for conducting this second test will be in accordance with this policy.

The City will provide employees covered by this policy with all the necessary post-accident information, procedures and instructions so that all covered employees will be able to comply with the requirements of this policy.

Reasonable Suspicion: Conducted when a trained supervisor or manager observes behavior or appearance which is characteristic of alcohol or drug misuse.

An employee may be referred for drug and/or alcohol testing only by a trained supervisor or manager who observes, first hand, specific, articulable and contemporaneous behavior such as appearance, speech or body odors that are characteristic of alcohol or drug misuse. Co-workers or other employees may report a behavior that causes concerns, but employees will only be sent for testing based on first hand observations of a trained supervisor or manager.

The supervisor will complete an observation of behavior checklist as part of any referral for reasonable suspicion testing. Use of this checklist will be reviewed during the training for supervisors and managers in the recognition and detection of signs and symptoms of alcohol and drug misuse.

The supervisor or manager who has reasonable suspicion that the observed behavior or appearance of an employee is characteristic of alcohol or drug misuse will take the employee aside to a private area, express his/her observations, and require (or order, in the case of police and fire personnel) that the employee submit to a drug and/or alcohol test in accordance with City policy. Prior to beginning a discussion with the employee about the observed behavior, the supervisor or manager will inform the employee of their right to have union representation present during the meeting. Employee requests for representation will be honored to the extent that honoring the request would not unreasonably delay testing.

Employees who are required to be tested because of reasonable suspicion are required to report immediately to the specimen collection and/or testing site. The supervisor or manager will arrange transportation for the employee to the specimen collection/testing site and to the employee's place of residence.

If required specimens are not collected or if required tests are not administered within 8 hours (for alcohol) and within 32 hours (for drug), the manager or supervisor will document the reasons for not collecting the specimens or administering the tests and will discontinue the efforts to test the employee.

If the employee exhibits behavior that gives cause for reasonable suspicion testing referral for alcohol misuse, in spite of an inability to immediately test, the employee will not be permitted to complete his/her shift. Employees who are not permitted to complete a work shift under this policy will be placed on paid administrative leave as described below.

If an employee has a positive drug test or a breath test indicating an alcohol level of 0.04 or greater, the employee cannot return to work until he/she has been evaluated by a substance abuse professional, complied with recommended rehabilitation, and has a negative result on a return to duty drug and/or alcohol test(s). In addition, the employee may also be required to undergo follow-up testing as outlined in this policy.

The employee will be placed on a paid administrative leave from the time they are required to undergo testing until such time testing, or any requested confirmation tests are completed. The employee may use any available leave balances to cover any absences that occur from the time period between completion of confirmation tests until the time the employee is permitted to return to work.

Voluntary Testing: An employee may voluntarily submit to drug or alcohol testing upon agreement of the City. The City will not suggest such voluntary testing or coerce employees into such testing. Results of voluntary tests will be disclosed only to the employee who submitted to the test. Employees who voluntarily test, or who voluntarily go through substance abuse treatment programs, will not be required to undergo random testing as a result of their voluntary actions.

Return to work and follow-up: Conducted when an employee is returning to work after having violated this policy by testing positive for drugs and/or demonstrating prohibited alcohol conduct.

Before returning to work, an employee who has violated this policy is required to submit to an alcohol and/or drug test.

After returning to work, additional follow-up testing may be required. The number, frequency, and type (drug and/or alcohol) of follow-up testing will be directed by the employee's substance abuse professional. When required by the SAP, follow-up testing will consist of at least six tests in the first twelve months after returning to work. Follow-up testing may be extended for no longer than sixty (60) months following return to work, as recommended by the SAP.

An employee subject to these requirements must test negative for alcohol and/or drug misuse under the tolerances established in this policy.

If the alcohol or drug test is positive for an employee he/she will be referred to the substance abuse professional who is guiding rehabilitation. The City will follow the recommendations of the SAP, and consider the SAP's evaluation of the employee in determining any corrective action. If an employee tests positive on any follow-up tests the employee will be subject to corrective action up to and including termination.

Training and Education

Employee education and supervisor training are essential parts of this policy and program. All existing and new employees will receive information on the impact of drug and alcohol use and will receive information on resources for assistance. Supervisors will receive this same training, as well as additional training in the recognition and detection of signs and symptoms of alcohol and drug misuse. Supervisors will not be permitted to make reasonable suspicion testing referrals unless they have completed such training. In addition, the City will make this same training available to union representatives in an effort to keep them up to date and educated in this area.

Treatment – Employee Assistance Program

The City will support treatment efforts for regular/probationary employees with drug/alcohol problems who, prior to official discovery, voluntarily seek assistance. When an employee under this policy for the first time, voluntarily seeks assistance, he/she will immediately be granted a leave of absence in accordance with the applicable employment policies.

Discipline and Rehabilitation

An employee whose alcohol or drug test yields a verified positive result for any concentration of a controlled substance that is prohibited by law and/or under this policy will be required to submit to an evaluation for substance abuse at a facility designated by the City or the City's employee assistance program (EAP).

An employee who violates any element of this policy may be subject to discipline in accordance with applicable City policies, procedures, and collective bargaining agreements provided that an employee who violates any prohibition of this policy will not be disciplined for the first offense if he/she successfully completes a treatment program and follow-up testing upon return to work. An employee may be subject to discipline for adulterating or falsifying, or attempting to adulterate or falsify, a test sample, or for falsifying or attempting to falsify a test result; and/or for refusing to undergo treatment or rehabilitation as may be recommended by a professional in the field of substance abuse. All employees are required to comply with other City or departmental policies and may be subject to discipline for violation of such policies. No employee shall be disciplined under this policy except for just cause.

Any discipline imposed on an employee covered by a collective bargaining agreement may be subject to the collective bargaining agreement grievance procedure or Civil Service Appeal, if applicable.

The City offers an EAP through a private firm. An employee may seek help directly from the private firm for evaluation of abuse of, addiction to, or dependency upon alcohol or a controlled substance. The private firm may refer the employee to another firm for treatment or rehabilitation. An employee's use of the EAP and referral to another firm for treatment and rehabilitation shall be confidential and shall not be disclosed to the City, unless the SAP determines that the employee is unable to safely perform his/her employment duties.

An employee who undergoes treatment or rehabilitation under paragraph (d) of this section may use any appropriate leave benefits available to attend treatment or rehabilitation sessions.

An employee who participates in a treatment or rehabilitation program will not be penalized for participation. However, participation in a program will not excuse the employee from compliance with this policy in its entirety or, from fully and acceptably performing all of his/her employment duties.

Payment for outpatient, inpatient, or any other treatment programs will be covered subject to the terms of the employee's health insurance benefit and/or EAP in effect at the time. However, if an employee requires in-patient detoxification and/or treatment for a substance abuse problem, the city will reimburse the employee for all “co-pay” costs noted under the employee’s city-provided insurance plan. This reimbursement will be made if the employee self refers to such treatment program, or if the employee is required to undergo such treatment due to on-the-job substance abuse problems.

This reimbursement shall be available one time only to any employee covered by the policy, whether the associated treatment is due to a self-referral or required referral. If an employee chooses to utilize a substance abuse program, either on an in-patient or out-patient basis that is not covered by the employee’s health insurance plan, the city will not reimburse any of the costs associated with that treatment.

An employee who is required to participate in a treatment or rehabilitation program may, upon successful completion of such program, be randomly re-tested for alcohol and/or controlled substance abuse for a period of up to sixty (60) months upon the recommendation of the SAP, following completion of the program. Positive test results during this period may be grounds for discipline up to and including termination

An employee who successfully completes a treatment or rehabilitation program shall be returned to his/her regular duty assignment. Thirty-six (36) months following the completion of a treatment program, if the employee has had no further positive testing or other alcohol or substance abuse related incidents, the employee’s personnel file shall be purged of any reference to his/her drug and/or alcohol problem.

RESPONSIBILITY ASSIGNMENTS

Human Resources and Risk Services

- Manage the alcohol and controlled substance testing program.

- Ensure all testing and collection procedures are in compliance with federal regulations.

- Maintain all documentation regarding any positive test results in a locked file cabinet in HRRS.

- Provide sole source communication on drug and/or alcohol issues and provide information on employee assistance program and available assistance resources.

- Provide mandatory training for managers and supervisors and offer the same training to union representatives.

- Take every reasonable measure to safeguard the privacy of an employee in connection with this policy. Maintain the confidentiality of an employee who voluntarily requests assistance in dealing with chemical dependency.

Managers and Supervisors

- Assist employees with chemical dependency problems who are seeking help and support recovery efforts.

- Attend training programs on detecting substance abuse and the administration of the City of Vancouver Substance Abuse Policy.

- Adhere strictly, at all management levels, to the policies and procedures established for drug and alcohol testing.

- Require an employee to submit to drug testing when there is reasonable suspicion to believe the employee has used alcohol and/or a controlled substance in a way which violates the law and/or this policy.

- Work with HRRS and Law Departments to understand the employee's rights and the assistance resources available if he/she is identified as being chemically dependent.

- Take every reasonable measure to safeguard the privacy of an employee in connection with this policy. Maintain the confidentiality of an employee who voluntarily requests assistance in dealing with chemical dependency.

Employees

- Know that employee consumption of alcohol and/or controlled substances (other than medications prescribed by a physician) on City premises is prohibited at all times; and is prohibited off City premises during normal break periods if the employee is scheduled to return to work.

- An employee shall notify his/her manager or supervisor and HRRS within five (5) calendar days after a conviction for a violation of any criminal drug or alcohol statute if (a) the violation occurred in the employee's workplace or during the employee's work shift, (b) the conviction results or may result in the loss of driving privileges for any period of time, (c) the conviction otherwise adversely affects the employee's ability to perform employment duties, or (d) if the conviction may result in time lost from work.

- Promptly comply with an order to submit to a urine and/or breath test for alcohol and/or controlled substances pursuant to this policy.

- Support the City's commitment to maintain a drug-free work place by reporting any violation of the Substance Abuse Policy to his/her supervisor, manager, or to HRRS.

MEMORANDUM

DATE: Thursday, February 13, 2020

TO: City Councilmembers

FROM: Mayor McEnerny-Ogle

CC: Eric J. Holmes, City Manager
Shannon Ripp, Boards & Commissions

RE: Recommendation for Appointment to the Salary Review Commission

The Salary Review Commission is charged with studying the relationship of salaries to the duties of Mayor and City Councilmembers and establishes the salary compensation for each.

Earlier this year, the Charter Review Commission recommended this board be increased from five to seven members. A successful ballot measure made this change effective on January 1, 2020.

The City of Vancouver recently advertised to fill the two newly created positions on the Salary Review Commission. Twelve applications were received and five interviews were scheduled with qualified applicants.

I am recommending the appointment of Ana Drilea and Esther Schrader to fill the vacant seats. Their appointment would begin immediately and expire February 24, 2024.

If there are no objections, I would like to make this appointment at the **Monday, February 24, 2020** Council meeting.

Attachments:
Applications
Roster

VOUCHER APPROVAL

We, the undersigned council members of the City of Vancouver, Clark County, Washington, do hereby certify that the merchandise or services hereinafter specified have been received and that the vouchers listed below are approved for payment in the amount of:

$ 16,035,690.04 this 24th day of February 2020.

MAYOR

COUNCILMEMBER

Rebecca

AUDITING OFFICER

COUNCILMEMBER

DATE	INCLUSIVE CHECK NUMBERS	CHECK TOTAL
January 28 - February 17	Accounts Payable Checks (see attached)	$ 12,811,489.60
January 28 - February 17	Hansen City Payments (see attached)	$ 14,514.39
January 28 - February 17	Visa Refunds (see attached)	$ 6,147.26
January 28 - February 17	Payroll Checks (see attached)	$ 3,203,538.79
TOTAL		**$ 16,035,690.04**

INVOICE PAYMENTS REPORT

Payment Category	Payment Type	Check Number	Payment Date	Payment Amount	Payment Payee	Payment Memo if applicable
Supplier Payment	Manual Wire	No Reference	1/28/2020	21,334.00	State of Oregon Department of Revenue	
Procurement Card Payment	Manual Wire	No Reference	1/29/2020	509,269.00	CoV Procurement Card	
Supplier Payment	Manual Wire	No Reference	1/29/2020	753,469.41	State of Washington Department of Retirement System (PERS)	
Supplier Payment	Manual Wire	No Reference	1/29/2020	367,142.06	State of Washington Department of Revenue	
Supplier Payment	Manual Wire	No Reference	1/30/2020	25,982.55	Gallagher Bassett Services Inc	
Supplier Payment	Manual Wire	No Reference	1/30/2020	306.90	State of Oregon Department of Revenue	
Supplier Payment	Manual Wire	No Reference	2/1/2020	2,148.25	Athlactron Holding	
Supplier Payment	Manual Wire	No Reference	2/1/2020	1,423.85	Athlactron Holding	
Supplier Payment	Manual Wire	No Reference	2/1/2020	90.00	State of Washington Department of Licensing - Remit-To: DOL - Seattle Remit	
Supplier Payment	Manual Wire	No Reference	2/3/2020	155,183.97	Blue Cross Blue Shield of Oregon	
Supplier Payment	Manual Wire	No Reference	2/3/2020	4,190.58	Internal Revenue Service	
Supplier Payment	Manual Wire	No Reference	2/3/2020	15,547.62	VSP Vision Care Inc	
Supplier Payment	Manual Wire	No Reference	2/3/2020	19,776.90	Washington Dental Service	
Supplier Payment	Manual Wire	No Reference	2/4/2020	54.00	State of Washington Department of Licensing - Remit-To: DOL - Seattle Remit	
Supplier Payment	Manual Wire	No Reference	2/5/2020	33,094.61	Gallagher Bassett Services Inc	
Supplier Payment	Manual Wire	No Reference	2/6/2020	18.00	State of Washington Department of Licensing - Remit-To: DOL - Seattle Remit	
Supplier Payment	Manual Wire	No Reference	2/10/2020	210,564.26	Blue Cross Blue Shield of Oregon	
Supplier Payment	Manual Wire	No Reference	2/10/2020	75.00	HRA VEBA Plan	
Supplier Payment	Manual Wire	No Reference	2/10/2020	7,152.79	ICMA 401A	
Supplier Payment	Manual Wire	No Reference	2/10/2020	222,019.17	ICMA Corp	
Supplier Payment	Manual Wire	No Reference	2/10/2020	23,030.89	ING	
Supplier Payment	Manual Wire	No Reference	2/10/2020	25,345.47	Kaiser Permanente - Remit-To: Kaiser Permanente	
Supplier Payment	Manual Wire	No Reference	2/10/2020	300,673.55	Kaiser Permanente - Remit-To: Kaiser Permanente	
Supplier Payment	Manual Wire	No Reference	2/10/2020	574.83	Oregon SDU	
Supplier Payment	Manual Wire	No Reference	2/10/2020	57,447.16	State of Washington Department of Retirement System (PERS)	
Supplier Payment	Manual Wire	No Reference	2/10/2020	1,494.49	Vancouver Fire Command Officers	
Supplier Payment	Manual Wire	No Reference	2/10/2020	371,244.60	Vancouver Firefighters Union Health & Welfare Trust	
Supplier Payment	Manual Wire	No Reference	2/10/2020	23,249.28	Vancouver Firefighters Union Health & Welfare Trust	
Supplier Payment	Manual Wire	No Reference	2/10/2020	12,139.00	Washington Dental Service	
Supplier Payment	Manual Wire	No Reference	2/10/2020	4,113.08	Washington SDU	
Supplier Payment	Manual Wire	No Reference	2/10/2020	46,642.50	Washington State Firefighters	
Supplier Payment	Manual Wire	No Reference	2/10/2020	197,425.00	Western States Health & Welfare Trust	
Supplier Payment	Manual Wire	No Reference	2/10/2020	17,815.92	Western States Health & Welfare Trust	
Supplier Payment	Manual Wire	No Reference	2/11/2020	19,640.96	Bank Of America N.A. - Remit-To: Account Analysis	
Supplier Payment	Manual Wire	No Reference	2/11/2020	1,046,312.46	Clark County - Remit-To: Clark County - Treasurer Vancouver	
Supplier Payment	Manual Wire	No Reference	2/11/2020	26,423.60	Gallagher Bassett Services Inc	
Supplier Payment	Manual Wire	No Reference	2/11/2020	908,735.26	Internal Revenue Service	
Supplier Payment	Manual Wire	No Reference	2/11/2020	464.01	Keybank National Association	
Supplier Payment	Manual Wire	No Reference	2/12/2020	16,153.21	Bank Of America N.A. - Remit-To: Charlotte NC	
Supplier Payment	Manual Wire	No Reference	2/12/2020	1,240,754.32	Rotschy Inc	
Supplier Payment	Manual Wire	No Reference	2/12/2020	21,452.70	State of Oregon Department of Revenue	
Supplier Payment	Manual Wire	No Reference	2/12/2020	767,742.62	State of Washington Department of Retirement System (PERS)	
Supplier Payment	Manual Wire	No Reference	2/13/2020	171.00	State of Washington Department of Licensing - Remit-To: DOL - Seattle Remit	
Supplier Payment	Manual Wire	No Reference	2/13/2020	53,860.56	Symetra Life Insurance Company	
Supplier Payment	Manual Wire	No Reference	2/13/2020	1,001.30	VSP Vision Care Inc	
Supplier Payment	Manual Wire	No Reference	2/13/2020	5,295.00	Washington Dental Service	
Supplier Payment	EFT	EFT-00040827	1/30/2020	8,500.00	Mark Brown	
Supplier Payment	EFT	EFT-00042764	2/10/2020	20,089.09	Lynn K Wittwer MD PC	

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

INVOICE PAYMENTS REPORT

Payment Category	Payment Type	Check Number	Payment Date	Payment Amount	Payment Payee	Payment Memo if applicable
Supplier Payment	EFT	EFT-00042765	2/10/2020	13,955.82	Allegiance Benefit Plan Management Inc	
Supplier Payment	EFT	EFT-00042790	2/13/2020	8,500.00	Mark Brown	
Expense Payment	Direct Deposit	EFT-00040798	1/30/2020	63.00	Edward Letarte	Employee Reimbursement
Expense Payment	Direct Deposit	EFT-00040799	1/30/2020	178.25	Cameron McAnally	Employee Reimbursement
Expense Payment	Direct Deposit	EFT-00040800	1/30/2020	162.55	Jeff Lindsley	Employee Reimbursement
Expense Payment	Direct Deposit	EFT-00040801	1/30/2020	209.96	Leland Brown	Employee Reimbursement
Expense Payment	Direct Deposit	EFT-00040802	1/30/2020	20.00	Chris Allemang	Employee Reimbursement
Expense Payment	Direct Deposit	EFT-00040803	1/30/2020	10.01	Dade Pettinger	Employee Reimbursement
Expense Payment	Direct Deposit	EFT-00040804	1/30/2020	48.48	Dustin Nicholson	Employee Reimbursement
Expense Payment	Direct Deposit	EFT-00040805	1/30/2020	225.00	Michelle Cary	Employee Reimbursement
Expense Payment	Direct Deposit	EFT-00040806	1/30/2020	8.00	Chad Lawry	Employee Reimbursement
Expense Payment	Direct Deposit	EFT-00040807	1/30/2020	92.50	Justin Serface	Employee Reimbursement
Expense Payment	Direct Deposit	EFT-00040808	1/30/2020	414.00	William Bjerke	Employee Reimbursement
Expense Payment	Direct Deposit	EFT-00040809	1/30/2020	668.50	Anne McEnerny-Ogle	Employee Reimbursement
Expense Payment	Direct Deposit	EFT-00040810	1/30/2020	200.00	Jeffrey Coad	Employee Reimbursement
Expense Payment	Direct Deposit	EFT-00040811	1/30/2020	192.71	Tammi Neblock	Employee Reimbursement
Expense Payment	Direct Deposit	EFT-00040812	1/30/2020	204.58	Patrick Murphy	Employee Reimbursement
Expense Payment	Direct Deposit	EFT-00040813	1/30/2020	147.01	Douglas Sweyer	Employee Reimbursement
Expense Payment	Direct Deposit	EFT-00040814	1/30/2020	200.00	Jose Huertos-Amaro	Employee Reimbursement
Cash Advance Payment	Direct Deposit	EFT-00040815	1/30/2020	57.00	Jerek Laursen	Travel Advance
Cash Advance Payment	Direct Deposit	EFT-00040816	1/30/2020	88.50	Jason Haigwood	Travel Advance
Cash Advance Payment	Direct Deposit	EFT-00040817	1/30/2020	114.00	Eugene Durshpek	Travel Advance
Cash Advance Payment	Direct Deposit	EFT-00040818	1/30/2020	88.50	Jamie Greiner	Travel Advance
Cash Advance Payment	Direct Deposit	EFT-00040819	1/30/2020	266.00	Anne McEnerny-Ogle	Travel Advance
Cash Advance Payment	Direct Deposit	EFT-00040820	1/30/2020	31.50	Jason Haigwood	Travel Advance
Cash Advance Payment	Direct Deposit	EFT-00040821	1/30/2020	137.50	Christel Nelson	Travel Advance
Cash Advance Payment	Direct Deposit	EFT-00040822	1/30/2020	266.00	Aaron Lande	Travel Advance
Cash Advance Payment	Direct Deposit	EFT-00040823	1/30/2020	137.50	Julie Patterson	Travel Advance
Cash Advance Payment	Direct Deposit	EFT-00040824	1/30/2020	31.50	Jamie Greiner	Travel Advance
Cash Advance Payment	Direct Deposit	EFT-00040825	1/30/2020	165.00	Frank Dick	Travel Advance
Cash Advance Payment	Direct Deposit	EFT-00040826	1/30/2020	114.00	Kim Chen	Travel Advance
Cash Advance Payment	Direct Deposit	EFT-00040828	2/5/2020	535.50	Todd Schwartz	Travel Advance
Expense Payment	Direct Deposit	EFT-00040829	2/6/2020	488.64	Karen Stauber	Employee Reimbursement
Expense Payment	Direct Deposit	EFT-00040830	2/6/2020	113.71	Geronia Coyle III	Employee Reimbursement
Expense Payment	Direct Deposit	EFT-00040831	2/6/2020	69.00	Cody Uskoski	Employee Reimbursement
Expense Payment	Direct Deposit	EFT-00040832	2/6/2020	123.04	Wayne Folkers	Employee Reimbursement
Expense Payment	Direct Deposit	EFT-00040833	2/6/2020	4.98	Ty Stober	Employee Reimbursement
Expense Payment	Direct Deposit	EFT-00040834	2/6/2020	220.50	Ethan Autrey	Employee Reimbursement
Expense Payment	Direct Deposit	EFT-00040835	2/6/2020	225.00	Douglas Messner	Employee Reimbursement
Expense Payment	Direct Deposit	EFT-00040836	2/6/2020	162.00	Ryan Laddusaw	Employee Reimbursement
Expense Payment	Direct Deposit	EFT-00040837	2/6/2020	70.45	Patsy Newton	Employee Reimbursement
Expense Payment	Direct Deposit	EFT-00040838	2/6/2020	202.92	Brad Ensworth	Employee Reimbursement
Expense Payment	Direct Deposit	EFT-00040839	2/6/2020	189.00	Storme Telford	Employee Reimbursement
Expense Payment	Direct Deposit	EFT-00040840	2/6/2020	173.43	James Lewis	Employee Reimbursement
Expense Payment	Direct Deposit	EFT-00040841	2/6/2020	343.47	Dan Lloyd	Employee Reimbursement

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Expense Payment	Direct Deposit	EFT-00040842	2/6/2020	211.37	David McGrath	Employee Reimbursement
Expense Payment	Direct Deposit	EFT-00040843	2/6/2020	125.25	Kevin Smithline	Employee Reimbursement
Expense Payment	Direct Deposit	EFT-00040844	2/6/2020	99.48	Eva Scherer	Employee Reimbursement
Expense Payment	Direct Deposit	EFT-00040845	2/6/2020	31.51	Jude Blocker	Employee Reimbursement
Expense Payment	Direct Deposit	EFT-00040846	2/6/2020	111.50	Robert Givens	Employee Reimbursement
Expense Payment	Direct Deposit	EFT-00040847	2/6/2020	58.87	Linda Carlson	Employee Reimbursement
Expense Payment	Direct Deposit	EFT-00040848	2/6/2020	88.74	Casey Sawyer	Employee Reimbursement
Payment	Direct Deposit	EFT-00040849	2/6/2020	231.00	David Krebs	Travel Advance
Payment	Direct Deposit	EFT-00040850	2/6/2020	287.50	Timothy McMillan	Travel Advance
Cash Advance Payment	Direct Deposit	EFT-00040851	2/6/2020	158.50	Dale Barnette	Travel Advance
Payment	Direct Deposit	EFT-00040852	2/6/2020	291.00	McAvoy Shipp	Travel Advance
Expense Payment	Direct Deposit	EFT-00040853	2/6/2020	58.03	Sheryl Hale	Employee Reimbursement
Expense Payment	Direct Deposit	EFT-00040854	2/6/2020	211.50	Jamie Haske	Employee Reimbursement
Expense Payment	Direct Deposit	EFT-00040855	2/6/2020	225.00	Alan Fivian	Employee Reimbursement
Expense Payment	Direct Deposit	EFT-00040856	2/6/2020	79.50	Jaron Yankovich	Employee Reimbursement
Expense Payment	Direct Deposit	EFT-00040857	2/6/2020	214.90	Robert Weber	Employee Reimbursement
Expense Payment	Direct Deposit	EFT-00040858	2/6/2020	199.99	Dean English	Employee Reimbursement
Payment	Direct Deposit	EFT-00042766	2/13/2020	291.00	Bennie Romiti	Travel Advance
Cash Advance Payment	Direct Deposit	EFT-00042767	2/13/2020	31.50	John Garland	Travel Advance
Payment	Direct Deposit	EFT-00042768	2/13/2020	192.50	Heidi Scarpelli	Travel Advance
Expense Payment	Direct Deposit	EFT-00042769	2/13/2020	265.28	Brad Aiello	Employee Reimbursement
Cash Advance Payment	Direct Deposit	EFT-00042770	2/13/2020	292.00	Patrick Moore	Travel Advance
Expense Payment	Direct Deposit	EFT-00042771	2/13/2020	10.00	Kelly Lund	Employee Reimbursement
Payment	Direct Deposit	EFT-00042772	2/13/2020	31.50	Carl Mason	Travel Advance
Expense Payment	Direct Deposit	EFT-00042773	2/13/2020	135.45	Harrison Glavin	Employee Reimbursement
Expense Payment	Direct Deposit	EFT-00042774	2/13/2020	41.19	Michelle Henry	Employee Reimbursement
Expense Payment	Direct Deposit	EFT-00042775	2/13/2020	169.50	Christopher Sneider	Employee Reimbursement
Expense Payment	Direct Deposit	EFT-00042776	2/13/2020	44.25	Topher Gates	Employee Reimbursement
Expense Payment	Direct Deposit	EFT-00042777	2/13/2020	200.52	Daniel Norfleet	Employee Reimbursement
Expense Payment	Direct Deposit	EFT-00042778	2/13/2020	94.29	Shawn Kandoll	Employee Reimbursement
Expense Payment	Direct Deposit	EFT-00042779	2/13/2020	232.08	Anne McEnerny-Ogle	Employee Reimbursement
Expense Payment	Direct Deposit	EFT-00042780	2/13/2020	10.00	Tara Erickson	Employee Reimbursement
Expense Payment	Direct Deposit	EFT-00042781	2/13/2020	11.50	Gretchen Rose	Employee Reimbursement
Expense Payment	Direct Deposit	EFT-00042782	2/13/2020	187.49	Aaron Lande	Employee Reimbursement
Expense Payment	Direct Deposit	EFT-00042783	2/13/2020	35.76	Sharie York	Employee Reimbursement
Expense Payment	Direct Deposit	EFT-00042784	2/13/2020	13.75	Jerek Laursen	Employee Reimbursement
Expense Payment	Direct Deposit	EFT-00042785	2/13/2020	67.85	James Fields	Employee Reimbursement
Expense Payment	Direct Deposit	EFT-00042786	2/13/2020	39.75	Braun Tacon	Employee Reimbursement
Expense Payment	Direct Deposit	EFT-00042787	2/13/2020	341.44	John Kendall	Employee Reimbursement
Expense Payment	Direct Deposit	EFT-00042788	2/13/2020	25.58	Patrick Kennedy	Employee Reimbursement
Expense Payment	Direct Deposit	EFT-00042789	2/13/2020	47.99	Melissa Szyplinski	Employee Reimbursement
Supplier Payment	Check	9177	1/29/2020	30,077.02	Century West Engineering Corp	
Supplier Payment	Check	9178	1/29/2020	4,278.32	National Park Service	
Supplier Payment	Check	9179	1/29/2020	3,978.28	PMI Truck Bodies Inc	
Supplier Payment	Check	9180	1/29/2020	6,403.53	Century West Engineering Corp	
Supplier Payment	Check	9181	1/29/2020	2,271.94	Century West Engineering Corp	
Ad Hoc Payment	Check	9182	1/29/2020	58.40	ADT LLC	MPE-275991 refund
Ad Hoc Payment	Check	9183	1/29/2020	72.00	Arlys K Borjesson	Oct 2019 - 50+ Driver/ Planner Reimbursements for meals/ admission/ parking
Ad Hoc Payment	Check	9184	1/29/2020	58.40	DACO Corporation	MPE-275568 refund
Ad Hoc Payment	Check	9185	1/29/2020	934.00	Emily Peia	PIR-77651 refund
Ad Hoc Payment	Check	9186	1/29/2020	58.40	ENTEK Corporation	MPE-275893 refund
Ad Hoc Payment	Check	9187	1/29/2020	5.00	Fort Vancouver Assisted Living	refund CIVICGOV

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Ad Hoc Payment	Check	9188	1/29/2020	20.00	Humana Market	refund alarm
Ad Hoc Payment	Check	9189	1/29/2020	48.51	Jan C Adkins-Pont	20200128
Ad Hoc Payment	Check	9191	1/29/2020	265.67	Juan Rosales Hernandez	RES-275177 refund
Ad Hoc Payment	Check	9192	1/29/2020	100.00	Kelsi Orr / Dorian Allen Sr	refund alarm
Ad Hoc Payment	Check	9193	1/29/2020	2,746.82	Linda McClain	20191231
Ad Hoc Payment	Check	9194	1/29/2020	20.00	Martin Carson	refund alarm
Ad Hoc Payment	Check	9195	1/29/2020	48.00	Mill Plain Children's Academy	refund CIVIC gov
Ad Hoc Payment	Check	9196	1/29/2020	574.58	Neptune Swimming Pool Co.	RES-266295 refund
Ad Hoc Payment	Check	9197	1/29/2020	35.20	Neptune Swimming Pool Co.	building grade permit
Ad Hoc Payment	Check	9198	1/29/2020	1,530.00	Oregon Association of Clean Water Agencies	8199
Ad Hoc Payment	Check	9199	1/29/2020	4,769.60	Pacific Siteworks LLC	Inv #1238
Ad Hoc Payment	Check	9200	1/29/2020	40.00	PCS	
Ad Hoc Payment	Check	9202	1/29/2020	25.98	PCS	refund alarm
Ad Hoc Payment	Check	9203	1/29/2020	1,000.00	Peggy Jones	Funeral Benefit for Danny Jones
Ad Hoc Payment	Check	9204	1/29/2020	58.40	Prairie Electric	MPE-275913 refund
Ad Hoc Payment	Check	9205	1/29/2020	855.14	Ram Jack West	RES-275818 refund
Ad Hoc Payment	Check	9206	1/29/2020	79.00	Safeway #1519	refund CIVICGOV
Ad Hoc Payment	Check	9207	1/29/2020	934.00	Sarah Prunean	PIR-77590 refund
Ad Hoc Payment	Check	9208	1/29/2020	690.54	State of Washington	01373453
Ad Hoc Payment	Check	9209	1/29/2020	111.92	Steward Mechanical	MPE-276305 refund
Ad Hoc Payment	Check	9210	1/29/2020	48.00	Sunrise Medical Plaza LLC	refund CIVICGOV
Ad Hoc Payment	Check	9211	1/29/2020	98.25	Suzan Heglin	Nov/Dec - 50+ Driver/ Planner Reimbursements for meals/ admission/ parking
Ad Hoc Payment	Check	9212	1/29/2020	58.40	T & L Communications	MPE-276243 refund
Ad Hoc Payment	Check	9213	1/29/2020	290.00	Tom Ezetta Excavating	refund bus lic fees
Ad Hoc Payment	Check	9214	1/29/2020	200.00	Triumph Triathalon Team	Voucher 2000310.082
Ad Hoc Payment	Check	9215	1/29/2020	71.00	Tube Art Group	CMI-275780 refund
Ad Hoc Payment	Check	9216	1/29/2020	11,524.25	Vancouver Farmers Market Assn	refund leasehold tax 1/1/2016 through 7/31/2019
Ad Hoc Payment	Check	9217	1/29/2020	50.00	Wendy Jo Gonzalez Scott	refund alarm
Ad Hoc Payment	Check	9218	1/29/2020	81.68	Addy Ventures LLC	Utility Refunds: 0096002906-04
Ad Hoc Payment	Check	9219	1/29/2020	86.16	Annie M Bilauca	Utility Refunds: 0087070505-09
Ad Hoc Payment	Check	9220	1/29/2020	30.04	Audrey Mattoon	Utility Refunds: 0079078917-14
Ad Hoc Payment	Check	9221	1/29/2020	102.29	Barbara Ott	Utility Refunds: 0068066008-00
Ad Hoc Payment	Check	9222	1/29/2020	44.94	Barrett and Diana Burns	Utility Refunds: 0125001600-01
Ad Hoc Payment	Check	9223	1/29/2020	63.66	Ben Jenkins	Utility Refunds: 0096450138-09
Ad Hoc Payment	Check	9224	1/29/2020	76.86	Betty Pendergraft	Utility Refunds: 0123002910-01
Ad Hoc Payment	Check	9225	1/29/2020	36.93	Blake Gentry	Utility Refunds: 0023048200-12
Ad Hoc Payment	Check	9226	1/29/2020	72.55	Carol Dunsmore	Utility Refunds: 0101001020-01
Ad Hoc Payment	Check	9227	1/29/2020	196.00	Charles and Connie Armstrong	Utility Refunds: 0036014100-08
Ad Hoc Payment	Check	9228	1/29/2020	61.91	Charles D and Susan McAllister	Utility Refunds: 0085001900-04
Ad Hoc Payment	Check	9229	1/29/2020	153.02	Christian Conkie and Christa Cloninger	Utility Refunds: 0109008008-02
Ad Hoc Payment	Check	9230	1/29/2020	92.76	Cori D Anderson	Utility Refunds: 0002000112-01
Ad Hoc Payment	Check	9231	1/29/2020	128.19	Daniel Didyk	Utility Refunds: 0074018164-06
Ad Hoc Payment	Check	9232	1/29/2020	97.03	David Yang	Utility Refunds: 0155022500-05
Ad Hoc Payment	Check	9233	1/29/2020	111.49	Delores Meridale	Utility Refunds: 0092004900-07
Ad Hoc Payment	Check	9234	1/29/2020	105.94	Eunice Bell	Utility Refunds: 0126001240-01
Ad Hoc Payment	Check	9235	1/29/2020	72.04	Ferris Retirement LLC	Utility Refunds: 0073003230-06
Ad Hoc Payment	Check	9236	1/29/2020	30.02	Helen M Hendrickson	Utility Refunds: 0091016702-03
Ad Hoc Payment	Check	9237	1/29/2020	32.52	Hess,Travis and Meagan	Utility Refunds: 0110001340-17
Ad Hoc Payment	Check	9238	1/29/2020	51.38	Izdehar Alawad and Hanna Salmo	Utility Refunds: 0111043148-03
Ad Hoc Payment	Check	9239	1/29/2020	59.43	James Atkinson,,Michael Frasier and Suzette Frasier	Utility Refunds: 0089328000-03
Ad Hoc Payment	Check	9240	1/29/2020	50.20	James Clary	Utility Refunds: 0105000250-07
Ad Hoc Payment	Check	9241	1/29/2020	25.21	Jane Sedell	Utility Refunds: 0031005300-01
Ad Hoc Payment	Check	9242	1/29/2020	58.26	Jessie Garza	Utility Refunds: 0033068100-07
Ad Hoc Payment	Check	9243	1/29/2020	122.01	Jonathan J Voje	Utility Refunds: 0024025501-09 Consolidated refund created from multiple refunds

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Ad Hoc Payment	Check	9244	1/29/2020	101.72	Joyce Batten and Janelle Petersen	Utility Refunds: 0022024300-04
Ad Hoc Payment	Check	9245	1/29/2020	446.17	Kathryn P Mears	Utility Refunds: 0068064300-02
Ad Hoc Payment	Check	9246	1/29/2020	117.15	Kevin Cook	Utility Refunds: 0064029200-09
Ad Hoc Payment	Check	9247	1/29/2020	134.57	Koy Saechao	Utility Refunds: 0158000620-05
Ad Hoc Payment	Check	9248	1/29/2020	125.52	Laura Sandstrom	Utility Refunds: 0074000131-04
Ad Hoc Payment	Check	9249	1/29/2020	51.61	Lee and Lucia Willeman	Utility Refunds: 0131008292-02
Ad Hoc Payment	Check	9250	1/29/2020	93.39	Lee Willeman	Utility Refunds: 0131008292-02
Ad Hoc Payment	Check	9251	1/29/2020	71.63	Manor Homes Washington Inc	Utility Refunds: 0500002228-01
Ad Hoc Payment	Check	9252	1/29/2020	64.52	Mario Gochez Chinchilla	Utility Refunds: 0147021800-04
Ad Hoc Payment	Check	9253	1/29/2020	209.84	Marius and Anne Bilauca	Utility Refunds: 0087070505-09
Ad Hoc Payment	Check	9254	1/29/2020	167.52	Mark and Beverly Philipsen	Utility Refunds: 0106082170-02
Ad Hoc Payment	Check	9255	1/29/2020	32.48	Mark Philipsen	Utility Refunds: 0106082170-02
Ad Hoc Payment	Check	9256	1/29/2020	141.00	Mary Leffel	Utility Refunds: 0092022800-05 Consolidated refund created from multiple refunds
Ad Hoc Payment	Check	9257	1/29/2020	101.00	Mary Long	Utility Refunds: 0030058400-01
Ad Hoc Payment	Check	9258	1/29/2020	139.00	Matthew and Jessica McConnell	Utility Refunds: 0002000112-01
Ad Hoc Payment	Check	9259	1/29/2020	84.82	Merna Kasrmeli	Utility Refunds: 0121001120-06
Ad Hoc Payment	Check	9260	1/29/2020	94.18	Merna Kasrmeli and Rimoun Haddad	Utility Refunds: 0121001120-06
Ad Hoc Payment	Check	9261	1/29/2020	70.57	Michael Frasier	Utility Refunds: 0089328000-03
Ad Hoc Payment	Check	9262	1/29/2020	88.54	Michael Hooker	Utility Refunds: 0024042460-05 Consolidated refund created from multiple refunds
Ad Hoc Payment	Check	9263	1/29/2020	55.55	Michelle and Ian Granier	Utility Refunds: 0087010046-02
Ad Hoc Payment	Check	9264	1/29/2020	39.95	North Columbia Homes LLC	Utility Refunds: 0500002741-01
Ad Hoc Payment	Check	9265	1/29/2020	74.45	Nylund Inc	Utility Refunds: 0022036200-12
Ad Hoc Payment	Check	9266	1/29/2020	45.96	Patrick and Joan Kelly	Utility Refunds: 0082005300-08
Ad Hoc Payment	Check	9267	1/29/2020	36.44	Prebble,Charles	Utility Refunds: 0118015168-03
Ad Hoc Payment	Check	9268	1/29/2020	313.66	Professional Credit Service	Utility Refunds: 0002000111-02
Ad Hoc Payment	Check	9269	1/29/2020	146.43	Rhett Hendrickson and Diane Pudans	Utility Refunds: 0091016702-03
Ad Hoc Payment	Check	9270	1/29/2020	100.81	Richard and Pamela Wilkins	Utility Refunds: 0105000218-07
Ad Hoc Payment	Check	9271	1/29/2020	97.52	Richard Knowles	Utility Refunds: 0086000500-07
Ad Hoc Payment	Check	9272	1/29/2020	24.48	Richard Knowles and Brian Emerson	Utility Refunds: 0086000500-07
Ad Hoc Payment	Check	9273	1/29/2020	82.42	Richard Wilkins	Utility Refunds: 0105000218-07
Ad Hoc Payment	Check	9274	1/29/2020	115.77	Russell and Nicole Palmeri	Utility Refunds: 0079048700-04
Ad Hoc Payment	Check	9275	1/29/2020	44.53	Samuel Romey	Utility Refunds: 0088007200-03
Ad Hoc Payment	Check	9276	1/29/2020	156.79	Sedell Revocable Living Trust	Utility Refunds: 0031005300-01
Ad Hoc Payment	Check	9277	1/29/2020	87.10	Shellie D Brann	Utility Refunds: 0019050800-11
Ad Hoc Payment	Check	9278	1/29/2020	116.21	Stewart,Hugh and Phyllis	Utility Refunds: 0112001822-01
Ad Hoc Payment	Check	9279	1/29/2020	68.90	Stewart,Phyllis	Utility Refunds: 0112001822-01
Ad Hoc Payment	Check	9280	1/29/2020	88.57	Tatyana and Peter Andersen	Utility Refunds: 0017094500-04
Ad Hoc Payment	Check	9281	1/29/2020	190.00	Tawnya Mahurin	Utility Refunds: 0155022000-04
Ad Hoc Payment	Check	9282	1/29/2020	63.64	The Estate of Donald Carlton	Utility Refunds: 0037003700-05
Ad Hoc Payment	Check	9283	1/29/2020	69.24	Vitaly Ivanov and Olesya Foksha	Utility Refunds: 0000001850-04
Ad Hoc Payment	Check	9284	1/29/2020	94.08	William and Suzette Pump	Utility Refunds: 0019049500-02
Supplier Payment	Check	9285	1/29/2020	379.40	A-1 Security Metal Fab Inc	
Supplier Payment	Check	9286	1/29/2020	7,099.91	Action Technology Systems	
Supplier Payment	Check	9287	1/29/2020	540.73	Advance Stores Company Incorporated - Remit-To: Advance Auto Parts - Atlanta	
Supplier Payment	Check	9288	1/29/2020	39,911.00	Allegis Group Holdings Inc - Remit-To: TekSystems Inc - Atlanta	
Supplier Payment	Check	9289	1/29/2020	500.00	American Medical Response Northwest Inc - Remit-To: AMR - Vancouver	
Supplier Payment	Check	9290	1/29/2020	121.80	American Sani-Can	
Supplier Payment	Check	9291	1/29/2020	333.58	Aramark Uniform & Career Apparel LLC - Remit-To: Aramark - Pasadena	
Supplier Payment	Check	9292	1/29/2020	13,171.14	Arborscape Ltd Inc	
Supplier Payment	Check	9293	1/29/2020	4,250.68	Blairco Inc	

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Supplier Payment	Check	9294	1/29/2020	54,388.40	C & J Contracting	
Supplier Payment	Check	9295	1/29/2020	9,326.40	CECO Inc	
Supplier Payment	Check	9296	1/29/2020	1,093.62	Cintas Fire Protection - Remit-To: Cintas Fire Protection - Cincinnati	
Supplier Payment	Check	9297	1/29/2020	344,913.62	Columbia Ford Inc	
Supplier Payment	Check	9298	1/29/2020	320.00	Community Housing Resource Center	
Supplier Payment	Check	9299	1/29/2020	576.68	Core and Main LP - Remit-To: Core and Main LP	
Supplier Payment	Check	9300	1/29/2020	14,927.07	Crandall Arambula PC	
Supplier Payment	Check	9301	1/29/2020	68,292.00	Datec Inc	
Supplier Payment	Check	9302	1/29/2020	325.00	David Corey PHD PC	
Supplier Payment	Check	9303	1/29/2020	420.59	Day Management Corp - Remit-To: Day Wireless - Milwaukie	
Supplier Payment	Check	9304	1/29/2020	50,481.52	Dell Marketing LP	
Supplier Payment	Check	9305	1/29/2020	1,824.22	Del Sol Inc	
Supplier Payment	Check	9306	1/29/2020	1,016.79	Direct Packet Inc - Remit-To: One Vision Solutions	
Supplier Payment	Check	9307	1/29/2020	1,672.08	Distinctive Landscape LLC	
Supplier Payment	Check	9308	1/29/2020	1,742.02	DSU Peterbilt & GMC Inc	
Supplier Payment	Check	9309	1/29/2020	245.23	Epic Land Solutions Inc	
Supplier Payment	Check	9310	1/29/2020	2,044.75	Erickson Structural Consulting Engineers	
Supplier Payment	Check	9311	1/29/2020	352.50	Eric Thomas Lanciault	
Supplier Payment	Check	9312	1/29/2020	56.37	Experian Marketing Solutions - Remit-To: Experian - Los Angeles	
Supplier Payment	Check	9313	1/29/2020	2,623.28	Ferguson Enterprises - Remit-To: Ferguson - Dallas	
Supplier Payment	Check	9314	1/29/2020	16,270.60	Financial Consulting Solutions Group Inc	
Supplier Payment	Check	9315	1/29/2020	1,813.50	Foster Pepper PLLC	
Supplier Payment	Check	9316	1/29/2020	2,747.66	Gallagher Bassett Services Inc	
Supplier Payment	Check	9317	1/29/2020	4,857.58	Genuine Parts Company - Remit-To: NAPA - Los Angeles	
Supplier Payment	Check	9318	1/29/2020	3,281.22	George J Petronis Ent Inc	
Supplier Payment	Check	9319	1/29/2020	7,854.45	Global Transportation Engineering Corporation	
Supplier Payment	Check	9320	1/29/2020	4,583.33	Greater Vancouver Chamber of Commerce	
Supplier Payment	Check	9321	1/29/2020	10,724.37	GVP Ventures Inc	
Supplier Payment	Check	9322	1/29/2020	46,399.15	H&H Wood Recyclers	
Supplier Payment	Check	9323	1/29/2020	5,968.00	Harper Houf Peterson Righellis Inc	
Supplier Payment	Check	9324	1/29/2020	15,891.57	Herrera Environmental Consultants Inc	
Supplier Payment	Check	9325	1/29/2020	4,583.34	Hispanic Metropolitan Chamber	
Supplier Payment	Check	9326	1/29/2020	745.56	Industrial Scientific Corporation - Remit-To: Industrial Scientific Corp - Pittsburgh	
Supplier Payment	Check	9327	1/29/2020	335.50	J-2 Blueprint Supply Co.	
Supplier Payment	Check	9328	1/29/2020	6,227.54	Janus Youth Programs Inc	
Supplier Payment	Check	9329	1/29/2020	4,750.00	JCI Jones Chemicals Inc	
Supplier Payment	Check	9330	1/29/2020	95,343.40	Jeffrey Barrar PS	
Supplier Payment	Check	9331	1/29/2020	1,120.00	Julia Thornton Investigative & Consulting Services	
Supplier Payment	Check	9332	1/29/2020	2,514.43	Kittelson & Associates Inc	
Supplier Payment	Check	9333	1/29/2020	7,636.29	Lakeyland Inc	
Supplier Payment	Check	9334	1/29/2020	691.28	Landmark Ford	
Supplier Payment	Check	9335	1/29/2020	1,785.00	Law Offices of Susan Drummond PLLC	
Supplier Payment	Check	9336	1/29/2020	311.00	Lifeline Connections	
Supplier Payment	Check	9337	1/29/2020	5,875.00	LSW Architects PC	
Supplier Payment	Check	9338	1/29/2020	15,512.00	MacDonald-Miller Facility Solutions Inc	
Supplier Payment	Check	9339	1/29/2020	12,000.01	MacKay Sposito Inc	
Supplier Payment	Check	9340	1/29/2020	32,725.82	Mackenzie Engineering Inc	
Supplier Payment	Check	9341	1/29/2020	39,513.75	Marquam Group LTD	
Supplier Payment	Check	9342	1/29/2020	1,741.37	Mascott Equipment Co	
Supplier Payment	Check	9343	1/29/2020	191,567.11	Mather and Sons Pump Service Inc	
Supplier Payment	Check	9344	1/29/2020	800.00	McAuliffe Consulting Inc	
Supplier Payment	Check	9345	1/29/2020	23,835.29	Metereaders LLC	

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INVOICE PAYMENTS REPORT

Payment Category	Payment Type	Check Number	Payment Date	Payment Amount	Payment Payee	Payment Memo if applicable
Supplier Payment	Check	9346	1/29/2020	7,200.00	Municipal Code Corporation	
Supplier Payment	Check	9347	1/29/2020	329.31	Munnell-Sherrill Inc	
Supplier Payment	Check	9348	1/29/2020	36,600.75	Otak Inc	
Supplier Payment	Check	9349	1/29/2020	45.00	Parkeon	
Supplier Payment	Check	9350	1/29/2020	55,656.90	PBS Engineering and Environmental Inc	
Supplier Payment	Check	9351	1/29/2020	16,843.71	PC Specialists Inc - Remit-To: TIG - San Diego	
Supplier Payment	Check	9352	1/29/2020	1,751.00	Phone Pro Inc	
Supplier Payment	Check	9353	1/29/2020	5,880.70	PMI Truck Bodies Inc	
Supplier Payment	Check	9354	1/29/2020	1,142.12	Porter W Yett Company	
Supplier Payment	Check	9355	1/29/2020	777.50	Portland Adventist Medical Center	
Supplier Payment	Check	9356	1/29/2020	38,152.89	PPC Solutions Inc	
Supplier Payment	Check	9357	1/29/2020	212.62	Praxair Distribution Inc	
Supplier Payment	Check	9358	1/29/2020	323.00	Projects NW LLC	
Supplier Payment	Check	9359	1/29/2020	24,337.95	Public Safety Testing Inc	
Supplier Payment	Check	9360	1/29/2020	2,030.00	R & M Plant Procurement	
Supplier Payment	Check	9361	1/29/2020	321.95	Rentokil North America Inc	
Supplier Payment	Check	9362	1/29/2020	255.75	Richard L Hepper	
Supplier Payment	Check	9363	1/29/2020	254.74	Riverside Containers LLC	
Supplier Payment	Check	9364	1/29/2020	1,170.00	Robertson Engineering PC	
Supplier Payment	Check	9365	1/29/2020	3,400.00	Salazar Architect Inc	
Supplier Payment	Check	9366	1/29/2020	22,824.84	Second Step Housing	
Supplier Payment	Check	9367	1/29/2020	114,664.21	Share Inc	
Supplier Payment	Check	9368	1/29/2020	20,646.50	Sierra-Cedar Inc - Remit-To: Sierra-Ceder Inc. / Atlanta	
Supplier Payment	Check	9369	1/29/2020	10,119.41	Six Degrees Inc	
Supplier Payment	Check	9370	1/29/2020	318.43	Skillsoft Corp	
Supplier Payment	Check	9371	1/29/2020	938.75	Southwest Clean Air Agency	
Supplier Payment	Check	9372	1/29/2020	41,711.24	Stan Bonham Company Inc - Remit-To: RMT Equipment	
Supplier Payment	Check	9373	1/29/2020	1,061.25	Stantec Consulting Services Inc - Remit-To: Stantec - Chicago	
Supplier Payment	Check	9374	1/29/2020	33,653.64	State of Washington Auditor's Office	
Supplier Payment	Check	9375	1/29/2020	3,757.54	State of Washington Consolidated Technology Services	
Supplier Payment	Check	9376	1/29/2020	25.00	State of Washington Department of Natural Resources - Remit-To: Dept of Natural Resources - Box 47041	
Supplier Payment	Check	9377	1/29/2020	2,990.50	Toole Design Group, LLC	
Supplier Payment	Check	9378	1/29/2020	674.21	Towing & Recovering Services Inc	
Supplier Payment	Check	9379	1/29/2020	94.85	Triple J Enterprises	
Supplier Payment	Check	9380	1/29/2020	16,362.04	Two Rivers Terminal LLC	
Supplier Payment	Check	9381	1/29/2020	109.46	Tyree Oil Inc	
Supplier Payment	Check	9382	1/29/2020	1,084.00	US Water Services Inc - Remit-To: US Water - Minneapolis	
Supplier Payment	Check	9383	1/29/2020	257.00	Vancouver Aire LLC	
Supplier Payment	Check	9384	1/29/2020	141,363.17	Vancouver Housing Authority	
Supplier Payment	Check	9385	1/29/2020	229.00	Vast Data Concepts	
Supplier Payment	Check	9386	1/29/2020	2,092.88	Wallis Engineering PLLC	
Supplier Payment	Check	9387	1/29/2020	9,726.82	Walter E Nelson Company	
Supplier Payment	Check	9388	1/29/2020	75,895.21	Western Equipment Distributors - Remit-To: Western Equipment - Los Angeles	
Supplier Payment	Check	9389	1/29/2020	3,255.68	WW Grainger Inc	
Supplier Payment	Check	9390	1/29/2020	2,316.92	Zayo Group Holding Inc - Remit-To: Zayo Group Holding Inc	
Supplier Payment	Check	9391	1/29/2020	9,096.76	Allegiance Benefit Plan Management Inc	
Supplier Payment	Check	9392	1/29/2020	86.46	AT & T Mobility II LLC	
Supplier Payment	Check	9393	1/29/2020	2,460.48	Cellco Partnership - Remit-To: Cellco - Dallas	
Supplier Payment	Check	9394	1/29/2020	963.00	City of Vancouver - Remit-To: COV Main	
Supplier Payment	Check	9395	1/29/2020	2,638.00	Clark and Sons Excavating Inc	
Supplier Payment	Check	9396	1/29/2020	16,151.30	Clark County - Remit-To: Clark County - Treasurer Vancouver	
Supplier Payment	Check	9397	1/29/2020	494.60	Clark Public Utility District No. 1	

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INVOICE PAYMENTS REPORT

Payment Category	Payment Type	Check Number	Payment Date	Payment Amount	Payment Payee	Payment Memo if applicable
Supplier Payment	Check	9398	1/29/2020	1,664.28	Clark Public Utility District No. 1	
Supplier Payment	Check	9399	1/29/2020	828.06	Clark Public Utility District No. 1	
Supplier Payment	Check	9400	1/29/2020	27.40	Clark Public Utility District No. 1	
Supplier Payment	Check	9401	1/29/2020	823.68	Clark Public Utility District No. 1	
Supplier Payment	Check	9402	1/29/2020	1,145.87	Clark Public Utility District No. 1	
Supplier Payment	Check	9403	1/29/2020	966.56	Clark Public Utility District No. 1	
Supplier Payment	Check	9404	1/29/2020	617.42	Clark Public Utility District No. 1	
Supplier Payment	Check	9405	1/29/2020	14,274.76	Columbia Resource Company	
Supplier Payment	Check	9406	1/29/2020	193.27	Comcast Holdings Corporation - Remit-To: Comcast Business - City of Industry	
Supplier Payment	Check	9407	1/29/2020	13.74	Comcast Holdings Corporation - Remit-To: Comcast Business - City of Industry	
Supplier Payment	Check	9408	1/29/2020	108.48	Comcast Holdings Corporation - Remit-To: Comcast Business - City of Industry	
Supplier Payment	Check	9409	1/29/2020	101.10	Comcast Holdings Corporation - Remit-To: Comcast Business - City of Industry	
Supplier Payment	Check	9410	1/29/2020	114.90	Comcast Holdings Corporation - Remit-To: Comcast Business - City of Industry	
Supplier Payment	Check	9411	1/29/2020	109.95	Comcast Holdings Corporation - Remit-To: Comcast Business - City of Industry	
Supplier Payment	Check	9412	1/29/2020	288.26	Comcast Holdings Corporation - Remit-To: Comcast Business - City of Industry	
Supplier Payment	Check	9413	1/29/2020	188.27	Comcast Holdings Corporation - Remit-To: Comcast Business - City of Industry	
Supplier Payment	Check	9414	1/29/2020	89.95	Comcast Holdings Corporation - Remit-To: Comcast Business - City of Industry	
Supplier Payment	Check	9415	1/29/2020	16,348.79	Comcast Holdings Corporation - Remit-To: Comcast Holdings Corporation - Philadelphia	
Supplier Payment	Check	9416	1/29/2020	457.50	Keating Bucklin & McCormack Inc PS	
Supplier Payment	Check	9418	1/29/2020	399.86	Northwest Natural Gas Company - Remit-To: NW Natural - Portland	
Supplier Payment	Check	9419	1/29/2020	785.62	Qwest Corp - Remit-To: CenturyLink - Phoenix	
Supplier Payment	Check	9420	1/29/2020	715.35	Qwest Corp - Remit-To: Qwest CABS - Monroe	
Supplier Payment	Check	9421	1/29/2020	144.00	Rotschy Inc	
Supplier Payment	Check	9422	1/29/2020	32,578.50	State of Washington Department of Ecology - Remit-To: State of Washington Department of Ecology	
Supplier Payment	Check	9423	1/29/2020	100,809.00	State of Washington Department of Health - Remit-To: WA Dept of Health	
Supplier Payment	Check	9424	1/29/2020	282.96	State of Washington Department of Labor & Industries - Remit-To: State of WA LNI - Boiler Pressure Vessel	
Supplier Payment	Check	9425	1/29/2020	78,285.08	State of Washington Department of Revenue	
Supplier Payment	Check	9426	1/29/2020	474.56	United Parcel Service	
Supplier Payment	Check	9427	1/29/2020	11,335.53	Waste Connections of Washington - Remit-To: Waste Connections - Vancouver	
Supplier Payment	Check	9428	1/29/2020	16,757.67	State of Washington Office of the State Treasurer	
Ad Hoc Payment	Check	9429	2/5/2020	241.61	Annette Dong	Utility Refunds: 0002000112-01
Ad Hoc Payment	Check	9430	2/5/2020	45.65	Bastian,Helen	Utility Refunds: 0044001600-08
Ad Hoc Payment	Check	9431	2/5/2020	50.99	Christopher M Smith	Utility Refunds: 0126008140-06
Ad Hoc Payment	Check	9432	2/5/2020	1,525.29	Coleen Hardenbrook	Utility Refunds: 0058025115-06
Ad Hoc Payment	Check	9433	2/5/2020	96.49	Cory Jones	Utility Refunds: 0002000112-01
Ad Hoc Payment	Check	9434	2/5/2020	147.72	Devin and Ryan Arcand	Utility Refunds: 0113015006-02
Ad Hoc Payment	Check	9435	2/5/2020	149.74	Grand Cam Investment Group LLC	Utility Refunds: 0500003001-01 Consolidated refund created from multiple refunds
Ad Hoc Payment	Check	9436	2/5/2020	44.89	Kristine Kemp	Utility Refunds: 0002000112-01
Ad Hoc Payment	Check	9437	2/5/2020	1,704.48	Nancy and Kam Robertson	Utility Refunds: 0056073900-06
Ad Hoc Payment	Check	9438	2/5/2020	2.07	Pinnacle	Utility Refunds: 0000005530-02
Ad Hoc Payment	Check	9439	2/5/2020	8.28	Pinnacle	Utility Refunds: 0000005400-02
Ad Hoc Payment	Check	9440	2/5/2020	12.42	Pinnacle	Utility Refunds: 0000005563-02

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INVOICE PAYMENTS REPORT

Payment Category	Payment Type	Check Number	Payment Date	Payment Amount	Payment Payee	Payment Memo if applicable
Ad Hoc Payment	Check	9441	2/5/2020	1,022.23	Pinnacle	Utility Refunds: 0000005404-02 Consolidated refund created from multiple refunds
Ad Hoc Payment	Check	9442	2/5/2020	43.47	Pinnacle	Utility Refunds: 0000005562-02
Ad Hoc Payment	Check	9443	2/5/2020	35.19	Pinnacle	Utility Refunds: 0000005561-02
Ad Hoc Payment	Check	9444	2/5/2020	42.14	Rebekah Triesch and,Ellen Gottschalk	Utility Refunds: 0000003974-02
Ad Hoc Payment	Check	9445	2/5/2020	84.83	Royal View Estates LLC	Utility Refunds: 0000004647-01
Ad Hoc Payment	Check	9446	2/5/2020	216.91	Ryan Arcand	Utility Refunds: 0113015006-02
Ad Hoc Payment	Check	9447	2/5/2020	2,319.39	Shannon Thornhill	Utility Refunds: 0022038700-19 Consolidated refund created from multiple refunds
Ad Hoc Payment	Check	9448	2/5/2020	20.00	Van Mill Plain Center	Utility Refunds: 0051090000-04
Ad Hoc Payment	Check	9449	2/5/2020	819.55	ALCO Holdings LLC	CMI-275547 refund reissued
Ad Hoc Payment	Check	9450	2/5/2020	42.00	Bette Pepper	Voucher # 2003833.030
Ad Hoc Payment	Check	9451	2/5/2020	50.00	Brent Brumbangh	refund parking cit 7200819715
Ad Hoc Payment	Check	9452	2/5/2020	3,230.32	Caseday Services	Inv #539063
Ad Hoc Payment	Check	9453	2/5/2020	83.00	Cycle Gear	refund CIVICGOV
Ad Hoc Payment	Check	9454	2/5/2020	188.35	Douglas Luse	Witness Fee and Mileage - Risk
Ad Hoc Payment	Check	9455	2/5/2020	144.00	ENTEK Corporation	MPE-276589 refund
Ad Hoc Payment	Check	9456	2/5/2020	58.40	Eric Olson Electric Inc	MPE-276357 refund
Ad Hoc Payment	Check	9457	2/5/2020	332.30	Glen Yung	RES-260515 refund
Ad Hoc Payment	Check	9458	2/5/2020	25.00	Jeffrey L Grose	refund overpmt parking cit 7200820653
Ad Hoc Payment	Check	9459	2/5/2020	63.74	Mofford Electric	MPE-268562 refund
Ad Hoc Payment	Check	9460	2/5/2020	5,000.00	PNWS-AWWA	Invoice 3848 - WWUC Dues
Ad Hoc Payment	Check	9461	2/5/2020	58.40	Precision Air LLC	MPE-275976 refund
Ad Hoc Payment	Check	9462	2/5/2020	59.38	Rawhide Electrical Services LLC	MPE-276377 refund
Ad Hoc Payment	Check	9463	2/5/2020	1,456.16	Robin Pierce	RES-276683 refund
Ad Hoc Payment	Check	9464	2/5/2020	137.70	Roshan Rayefemohajer	CMI-273189 refund
Ad Hoc Payment	Check	9465	2/5/2020	634.35	Samantha Marroquin	RES-270923 refund
Ad Hoc Payment	Check	9466	2/5/2020	126.59	Shawn Carlisle	refund overpmt SCIP 600 loan
Ad Hoc Payment	Check	9467	2/5/2020	279.14	Terra Firma Foundation Systems	RES-260209 refund
Ad Hoc Payment	Check	9468	2/5/2020	362.00	Thavy Ek	20200124
Ad Hoc Payment	Check	9469	2/5/2020	1,510.00	Western States Fire Protection Co.	FRI-276712 refund
Supplier Payment	Check	9470	2/5/2020	1,089.50	Accurate Corporate Services Inc	
Supplier Payment	Check	9471	2/5/2020	22,272.04	Action Technology Systems	
Supplier Payment	Check	9472	2/5/2020	286.37	Advance Stores Company Incorporated - Remit-To: Advance Auto Parts - Atlanta	
Supplier Payment	Check	9473	2/5/2020	154.72	Airgas, Inc	
Supplier Payment	Check	9474	2/5/2020	798.00	Allegheny Answering Services	
Supplier Payment	Check	9475	2/5/2020	8,651.00	Allegis Group Holdings Inc - Remit-To: TekSystems Inc - Atlanta	
Supplier Payment	Check	9476	2/5/2020	5,400.00	All Traffic Data Services Inc	
Supplier Payment	Check	9477	2/5/2020	620.85	Annas Consultants Inc	
Supplier Payment	Check	9478	2/5/2020	179.21	Aramark Uniform & Career Apparel LLC - Remit-To: Aramark - Pasadena	
Supplier Payment	Check	9479	2/5/2020	9,331.96	Aronson Security Group	
Supplier Payment	Check	9480	2/5/2020	3,512.69	Aspect Consulting LLC	
Supplier Payment	Check	9481	2/5/2020	7,074.45	Blairco Inc	
Supplier Payment	Check	9482	2/5/2020	7,804.80	Bloomberg Finance LP - Remit-To: Bloomberg - Boston	
Supplier Payment	Check	9483	2/5/2020	2,084.69	Bound Tree Medical LLC	
Supplier Payment	Check	9484	2/5/2020	47,040.00	Capitol Asset & Pavement Services Inc	
Supplier Payment	Check	9485	2/5/2020	39,107.13	CECO Inc	
Supplier Payment	Check	9486	2/5/2020	399.96	Cellco Partnership - Remit-To: Cellco - Dallas	
Supplier Payment	Check	9487	2/5/2020	40,641.11	CH2M Hill Engineers Inc - Remit-To: CH2M - Dallas	
Supplier Payment	Check	9488	2/5/2020	1,538.20	Cintas	
Supplier Payment	Check	9489	2/5/2020	4,348.70	City of Portland - Remit-To: City of Portland - General AR	
Supplier Payment	Check	9490	2/5/2020	4,815.92	Clark County Historical Society	

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INVOICE PAYMENTS REPORT

Payment Category	Payment Type	Check Number	Payment Date	Payment Amount	Payment Payee	Payment Memo if applicable
Supplier Payment	Check	9491	2/5/2020	128,109.00	Clark County - Remit-To: Clark County - Treasurer Vancouver	
Supplier Payment	Check	9492	2/5/2020	364.77	Clark County Title Company	
Supplier Payment	Check	9493	2/5/2020	1,284.54	Cobblestone Homes LLC	
Supplier Payment	Check	9494	2/5/2020	21,992.15	Columbia-Cascade Const Inc	
Supplier Payment	Check	9495	2/5/2020	31,183.00	Columbia Resource Company	
Supplier Payment	Check	9496	2/5/2020	15,000.00	Columbia Springs	
Supplier Payment	Check	9497	2/5/2020	750.00	Community Mediation Services	
Supplier Payment	Check	9498	2/5/2020	33,542.06	Copiers Northwest	
Supplier Payment	Check	9499	2/5/2020	5,636.80	Core and Main LP - Remit-To: Core and Main LP	
Supplier Payment	Check	9500	2/5/2020	6,261.76	CUES Inc - Remit-To: CUES Inc - Cincinnati	
Supplier Payment	Check	9501	2/5/2020	105.69	Day Management Corp - Remit-To: Day Wireless - Milwaukie	
Supplier Payment	Check	9502	2/5/2020	1,626.00	Distinctive Landscape LLC	
Supplier Payment	Check	9503	2/5/2020	224.74	DSU Peterbilt & GMC Inc	
Supplier Payment	Check	9504	2/5/2020	295.05	Ecolights Northwest LLC	
Supplier Payment	Check	9505	2/5/2020	4,860.67	Epic Land Solutions Inc	
Supplier Payment	Check	9506	2/5/2020	56.37	Experian Marketing Solutions - Remit-To: Experian - Los Angeles	
Supplier Payment	Check	9507	2/5/2020	7,453.36	Ferguson Enterprises - Remit-To: Ferguson - Dallas	
Supplier Payment	Check	9508	2/5/2020	402.39	Ferrellgas Propane - Remit-To: Ferrellgas Propane	
Supplier Payment	Check	9509	2/5/2020	3,663.62	Gordon Truck Centers	
Supplier Payment	Check	9510	2/5/2020	9,401.49	Harper Houf Peterson Righellis Inc	
Supplier Payment	Check	9511	2/5/2020	113.39	H D Fowler Company Inc	
Supplier Payment	Check	9512	2/5/2020	1,753.50	HDJ Design Group - Remit-To: HDJ - Portland	
Supplier Payment	Check	9513	2/5/2020	9,797.60	Houlihan Law PC	
Supplier Payment	Check	9514	2/5/2020	339.00	Investigative Solutions LLC	
Supplier Payment	Check	9515	2/5/2020	401.10	J-2 Blueprint Supply Co.	
Supplier Payment	Check	9516	2/5/2020	1,626.00	Jamestown Networks	
Supplier Payment	Check	9517	2/5/2020	750.00	JCI Jones Chemicals Inc	
Supplier Payment	Check	9518	2/5/2020	200.00	John R Cannon	
Supplier Payment	Check	9519	2/5/2020	6,020.00	Julia Thornton Investigative & Consulting Services	
Supplier Payment	Check	9520	2/5/2020	23,500.00	Katherine Oman	
Supplier Payment	Check	9521	2/5/2020	339.00	Kathleen Miller	
Supplier Payment	Check	9522	2/5/2020	14,871.36	Knife River Corporation - Northwest - Remit-To: Supplier Knife River Corporation - Northwest	
Supplier Payment	Check	9523	2/5/2020	2,417.00	Lakeside Industries Inc - Remit-To: Lakeside - Issaquah	
Supplier Payment	Check	9524	2/5/2020	22.98	Landmark Ford	
Supplier Payment	Check	9525	2/5/2020	4,660.12	Lasko Printing Specialties Inc	
Supplier Payment	Check	9526	2/5/2020	200.00	Lee Nicholas	
Supplier Payment	Check	9527	2/5/2020	630.00	LionHeart Alliance LLC	
Supplier Payment	Check	9528	2/5/2020	9,838.39	Loomis Armored US LLC - Remit-To: Loomis - Palatine	
Supplier Payment	Check	9529	2/5/2020	2,508.00	Maria Tunno	
Supplier Payment	Check	9530	2/5/2020	15,624.36	McDonald Excavating Inc	
Supplier Payment	Check	9531	2/5/2020	34,975.05	Mead & Hunt Inc	
Supplier Payment	Check	9532	2/5/2020	282.43	MKE & Associates Inc	
Supplier Payment	Check	9533	2/5/2020	2,615.38	Municipal Emergency Services Inc - Remit-To: Municipal Emergency Services - Chicago	
Supplier Payment	Check	9534	2/5/2020	14,966.05	Nelson Nygaard Consulting Associates Inc - Remit-To: Nelson Nygaard Consulting Associates Inc	
Supplier Payment	Check	9535	2/5/2020	844.35	Net Transcripts Inc	
Supplier Payment	Check	9536	2/5/2020	246.97	Orion Medical Supply	
Supplier Payment	Check	9537	2/5/2020	112.74	Pacific Cascade Corporation	
Supplier Payment	Check	9538	2/5/2020	943.08	Pacific Landscape Services Inc	
Supplier Payment	Check	9539	2/5/2020	7,965.00	Parkeon	
Supplier Payment	Check	9540	2/5/2020	5,045.00	Pitney Bowes Inc	

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INVOICE PAYMENTS REPORT

Payment Category	Payment Type	Check Number	Payment Date	Payment Amount	Payment Payee	Payment Memo if applicable
Supplier Payment	Check	9541	2/5/2020	1,647.70	PPC Solutions Inc	
Supplier Payment	Check	9542	2/5/2020	4,066.59	Progressive Services, Inc - Remit-To: Supplier Progressive Services, Inc	
Supplier Payment	Check	9543	2/5/2020	564.55	Rapco Industries Inc	
Supplier Payment	Check	9544	2/5/2020	327.91	Rentokil North America Inc	
Supplier Payment	Check	9545	2/5/2020	3,094.45	Right of Way Associates Inc	
Supplier Payment	Check	9546	2/5/2020	7,676.00	Sequence Graphics LLC	
Supplier Payment	Check	9547	2/5/2020	19.92	Shred It USA LLC	
Supplier Payment	Check	9548	2/5/2020	375.00	Solutions Northwest Inc	
Supplier Payment	Check	9549	2/5/2020	10,032.61	SP Plus Corporation	
Supplier Payment	Check	9550	2/5/2020	765.73	State of Washington Department of Enterprise Services	
Supplier Payment	Check	9551	2/5/2020	9,017.66	Troxler Electronic Laboratories Inc - Remit-To: Troxler Electronic Laboratories Inc	
Supplier Payment	Check	9552	2/5/2020	668.83	United States Dosimetry Technology Inc	
Supplier Payment	Check	9553	2/5/2020	129.50	Vancouver Aire LLC	
Supplier Payment	Check	9554	2/5/2020	4,535.00	Vancouvercenter Condominium Association	
Supplier Payment	Check	9555	2/5/2020	2,852.51	Walter E Nelson Company	
Supplier Payment	Check	9556	2/5/2020	17,792.39	Wapiti NW LLC	
Supplier Payment	Check	9557	2/5/2020	3,422.00	Washington State Criminal Justice Training Commission - Remit-To: Criminal Justice Training Commission - Olympia	
Supplier Payment	Check	9558	2/5/2020	488.47	Allegiance Benefit Plan Management Inc	
Supplier Payment	Check	9559	2/5/2020	15,328.75	AT & T Mobility II LLC	
Supplier Payment	Check	9560	2/5/2020	1,113.60	Cellco Partnership - Remit-To: Cellco - Dallas	
Supplier Payment	Check	9561	2/5/2020	397.00	City of Vancouver - Remit-To: COV Main	
Supplier Payment	Check	9562	2/5/2020	931.50	City of Vancouver - Remit-To: COV - Vehicle Reg	
Supplier Payment	Check	9563	2/5/2020	684,059.34	Clark County - Remit-To: Clark County - Treasurer Vancouver	
Supplier Payment	Check	9564	2/5/2020	575.57	Clark Public Utility District No. 1	
Supplier Payment	Check	9565	2/5/2020	108.27	Comcast Holdings Corporation - Remit-To: Comcast Business - City of Industry	
Supplier Payment	Check	9566	2/5/2020	114.90	Comcast Holdings Corporation - Remit-To: Comcast Business - City of Industry	
Supplier Payment	Check	9567	2/5/2020	151.10	Comcast Holdings Corporation - Remit-To: Comcast Business - City of Industry	
Supplier Payment	Check	9568	2/5/2020	262.00	Dex Media West	
Supplier Payment	Check	9569	2/5/2020	40.69	Frontier Communications	
Supplier Payment	Check	9570	2/5/2020	37,426.65	Halme Excavating Inc	
Supplier Payment	Check	9571	2/5/2020	34,549.86	Life Insurance Company of North America	
Supplier Payment	Check	9572	2/5/2020	10,199.64	Northwest Staffing Resources Inc - Remit-To: NW Staffing - Portland	
Supplier Payment	Check	9573	2/5/2020	6,266.46	Qwest Corp - Remit-To: Qwest Corp- Seattle	
Supplier Payment	Check	9574	2/5/2020	660.00	Rotschy Inc	
Supplier Payment	Check	9575	2/5/2020	255.58	United Parcel Service	
Supplier Payment	Check	9576	2/10/2020	8,745.92	Aflac	
Supplier Payment	Check	9577	2/10/2020	5,391.05	AFSCME Local #307	
Supplier Payment	Check	9578	2/10/2020	3,612.00	Chapter 13 - Trustee	
Supplier Payment	Check	9579	2/10/2020	20,077.82	IAFF Local #452	
Supplier Payment	Check	9580	2/10/2020	773.50	IAM Local #1374	
Supplier Payment	Check	9581	2/10/2020	76.60	Legal Shield	
Supplier Payment	Check	9582	2/10/2020	8,695.80	Life Insurance Company of North America	
Supplier Payment	Check	9583	2/10/2020	575.00	MFS Service Center Inc	
Supplier Payment	Check	9584	2/10/2020	4,573.40	OPEIU Local #11	
Supplier Payment	Check	9585	2/10/2020	125.00	OPEIU Local #11	
Supplier Payment	Check	9586	2/10/2020	608.00	Teamsters Local #58	
Supplier Payment	Check	9587	2/10/2020	350.00	UA Local #290	
Supplier Payment	Check	9588	2/10/2020	1,079.81	United Way of the Columbia Willamette	
Supplier Payment	Check	9589	2/10/2020	897.36	Vancouver Command Guild	

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INVOICE PAYMENTS REPORT

Payment Category	Payment Type	Check Number	Payment Date	Payment Amount	Payment Payee	Payment Memo if applicable
Supplier Payment	Check	9590	2/10/2020	12,005.55	Vancouver Police Officer Guild	
Supplier Payment	Check	9591	2/10/2020	4,189.92	Western Conference of Teamsters	
Supplier Payment	Check	9592	2/10/2020	1,177.30	Western Metal Industry Pension Plan	
Customer Refund	Check	9593	2/12/2020	31.32	WILLIAM R AYERS	
Ad Hoc Payment	Check	9594	2/12/2020	56.30	Alford,Lara and Evan	Utility Refunds: 0000007924-02
Ad Hoc Payment	Check	9595	2/12/2020	57.88	Anna and Michael Stapen	Utility Refunds: 0150003074-02
Ad Hoc Payment	Check	9596	2/12/2020	20.41	Autumn Woods LLC	Utility Refunds: 0500002615-01
Ad Hoc Payment	Check	9597	2/12/2020	32.06	Bacas,Renee	Utility Refunds: 0005022800-15
Ad Hoc Payment	Check	9598	2/12/2020	62.84	Baraban,Andrey	Utility Refunds: 0000002725-02
Ad Hoc Payment	Check	9599	2/12/2020	108.74	Cardwell,Charlan	Utility Refunds: 0151001170-01
Ad Hoc Payment	Check	9600	2/12/2020	73.91	Cascade 8 Holding LLC	Utility Refunds: 0063800612-03
Ad Hoc Payment	Check	9601	2/12/2020	37.06	Charity Reudink	Utility Refunds: 0070007304-02
Ad Hoc Payment	Check	9602	2/12/2020	130.48	Coker,Nicholas and Jennifer	Utility Refunds: 0000003371-03
Ad Hoc Payment	Check	9603	2/12/2020	70.84	Dalen,Cheryl	Utility Refunds: 0063000264-03
Ad Hoc Payment	Check	9604	2/12/2020	23.16	Dalen,Richard	Utility Refunds: 0063000264-03
Ad Hoc Payment	Check	9605	2/12/2020	17.55	Denise & Christopher Briggs	Utility Refunds: 0010016600-06
Ad Hoc Payment	Check	9606	2/12/2020	227.97	DJ and A Properties XIII LLC	Utility Refunds: 0000001597-01
Ad Hoc Payment	Check	9607	2/12/2020	20.64	Douglas F Kolberg	Utility Refunds: 0115025172-04
Ad Hoc Payment	Check	9608	2/12/2020	185.68	Edwards,Lerue	Utility Refunds: 0044086300-10 Consolidated refund created from multiple refunds
Ad Hoc Payment	Check	9609	2/12/2020	37.73	Elliott,Stacey and David	Utility Refunds: 0008028700-06
Ad Hoc Payment	Check	9610	2/12/2020	91.72	Emmanuel Abah	Utility Refunds: 0091045925-12
Ad Hoc Payment	Check	9611	2/12/2020	57.88	Evan and Kathryne Burt	Utility Refunds: 0067027202-16
Ad Hoc Payment	Check	9612	2/12/2020	115.38	Fieber,Scott and Brooke	Utility Refunds: 0000008247-02
Ad Hoc Payment	Check	9613	2/12/2020	354.07	Finley,Emily and Kyle	Utility Refunds: 0000003526-03
Ad Hoc Payment	Check	9614	2/12/2020	120.41	Flores,Laura and Jesse	Utility Refunds: 0010079800-10
Ad Hoc Payment	Check	9615	2/12/2020	251.00	Generation Homes NW LLC	Utility Refunds: 0500002459-01 Consolidated refund created from multiple refunds
Ad Hoc Payment	Check	9616	2/12/2020	133.00	Geyer,Kathleen and John	Utility Refunds: 0000002613-03 Consolidated refund created from multiple refunds
Ad Hoc Payment	Check	9617	2/12/2020	142.38	Hales,Daniela	Utility Refunds: 0000004408-03
Ad Hoc Payment	Check	9618	2/12/2020	93.74	Heather Greiff	Utility Refunds: 0158000100-03 Consolidated refund created from multiple refunds
Ad Hoc Payment	Check	9619	2/12/2020	37.22	Hiller,Terry	Utility Refunds: 0500003149-01
Ad Hoc Payment	Check	9620	2/12/2020	110.03	Island Properties of Vancouver LLC	Utility Refunds: 0000001597-01
Ad Hoc Payment	Check	9621	2/12/2020	111.03	James A Wase, Personal Rep	Utility Refunds: 0003007600-00
Ad Hoc Payment	Check	9622	2/12/2020	33.21	Jodi Marshall and Don Joling	Utility Refunds: 0006067000-01
Ad Hoc Payment	Check	9623	2/12/2020	36.20	John Nord Trustee of the Parris Family Trust	Utility Refunds: 0069041725-00
Ad Hoc Payment	Check	9624	2/12/2020	144.94	Kasimi,Iraj	Utility Refunds: 0000008196-02
Ad Hoc Payment	Check	9625	2/12/2020	50.98	Kenny Phu and Danisa Mclean	Utility Refunds: 0043068066-04
Ad Hoc Payment	Check	9626	2/12/2020	96.14	Kim,Sung Koo and Jung Won	Utility Refunds: 0000008884-02
Ad Hoc Payment	Check	9627	2/12/2020	100.21	Laura B Hayes Revocable Trust	Utility Refunds: 0047002606-05
Ad Hoc Payment	Check	9628	2/12/2020	51.63	Lounsbury,Randy	Utility Refunds: 0063046120-02
Ad Hoc Payment	Check	9629	2/12/2020	40.37	Lounsbury,Randy and Steven	Utility Refunds: 0063046120-02
Ad Hoc Payment	Check	9630	2/12/2020	48.03	Madden,Douglas	Utility Refunds: 0006048200-07
Ad Hoc Payment	Check	9631	2/12/2020	58.34	Manalo,Arnel	Utility Refunds: 0046049707-06
Ad Hoc Payment	Check	9632	2/12/2020	23.47	Manor Homes Washington INC	Utility Refunds: 0500002023-01
Ad Hoc Payment	Check	9633	2/12/2020	50.85	Manor Homes Washington Inc	Utility Refunds: 0500002752-01 Consolidated refund created from multiple refunds
Ad Hoc Payment	Check	9634	2/12/2020	127.18	Marcelo Diversi and Emily Mills	Utility Refunds: 0037043800-02
Ad Hoc Payment	Check	9635	2/12/2020	13.34	Matthew and Charity Reudink	Utility Refunds: 0070007304-02
Ad Hoc Payment	Check	9636	2/12/2020	41.91	Mayfield,Natalie and Thomas	Utility Refunds: 0010011800-07
Ad Hoc Payment	Check	9637	2/12/2020	58.76	MCM of Washington	Utility Refunds: 0500002774-01
Ad Hoc Payment	Check	9638	2/12/2020	40.62	MCM Of Washington Inc	Utility Refunds: 0500002962-01
Ad Hoc Payment	Check	9639	2/12/2020	79.89	Mercer,Joseph	Utility Refunds: 0003022000-31
Ad Hoc Payment	Check	9640	2/12/2020	191.30	Mercer,Joseph R	Utility Refunds: 0004019800-17

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Payment Category	Payment Type	Check Number	Payment Date	Payment Amount	Payment Payee	Payment Memo if applicable
Ad Hoc Payment	Check	9641	2/12/2020	16.61	North Columbia Homes LLC	Utility Refunds: 0500002615-01
Ad Hoc Payment	Check	9642	2/12/2020	89.64	North Columbia Homes LLC	Utility Refunds: 0500002956-01
Ad Hoc Payment	Check	9643	2/12/2020	112.14	Oliver,Mary and Andre	Utility Refunds: 0000007559-02
Ad Hoc Payment	Check	9644	2/12/2020	85.88	Pacific Village	Utility Refunds: 0500002023-01
Ad Hoc Payment	Check	9645	2/12/2020	2.95	Peggy Ryll	Utility Refunds: 0050028800-04
Ad Hoc Payment	Check	9646	2/12/2020	27.30	Philip Gerke and Kindra Carroll	Utility Refunds: 0006019900-02
Ad Hoc Payment	Check	9647	2/12/2020	56.28	Renaud,Thomas and Peggy Ann	Utility Refunds: 0040053585-05
Ad Hoc Payment	Check	9648	2/12/2020	110.39	Roders,Kathleen	Utility Refunds: 0047083102-01
Ad Hoc Payment	Check	9649	2/12/2020	77.67	Roth,Debbie	Utility Refunds: 0006071200-09
Ad Hoc Payment	Check	9650	2/12/2020	34.50	Ryan Francisco	Utility Refunds: 0070054150-05
Ad Hoc Payment	Check	9651	2/12/2020	8.70	Seihout Sok	Utility Refunds: 0002000111-02
Ad Hoc Payment	Check	9652	2/12/2020	125.08	Steckley,Andrew	Utility Refunds: 0000004434-03
Ad Hoc Payment	Check	9653	2/12/2020	334.71	Steckley,Andrew and Kori	Utility Refunds: 0000004434-03
Ad Hoc Payment	Check	9654	2/12/2020	255.00	Susan F Terry Trustee	Utility Refunds: 0008028500-07 Consolidated refund created from multiple refunds
Ad Hoc Payment	Check	9655	2/12/2020	164.84	Tahanni Al-Essa Essig	Utility Refunds: 0000006027-02
Ad Hoc Payment	Check	9656	2/12/2020	118.70	The Estate of Karen Waldrip	Utility Refunds: 0067053900-08
Ad Hoc Payment	Check	9657	2/12/2020	218.09	Whalen,Jacqueline	Utility Refunds: 0042019600-00
Ad Hoc Payment	Check	9658	2/12/2020	126.20	WW Properties LLC	Utility Refunds: 0500001800-01 Consolidated refund created from multiple refunds
Ad Hoc Payment	Check	9659	2/12/2020	59.38	Accurate Electric Unlimited, Inc	MPE-275709 refund
Ad Hoc Payment	Check	9660	2/12/2020	87.50	Arlys K Borjesson	January 2020 - 50+ Driver/ Planner Reimbursements for meals/ admission/ parking
Ad Hoc Payment	Check	9661	2/12/2020	20.00	Bonnie Hankins	January 2020 - 50+ Driver/ Planner Reimbursements for meals/ admission/ parking
Ad Hoc Payment	Check	9662	2/12/2020	403.98	Capital Estates LLC	RES-273978 refund
Ad Hoc Payment	Check	9663	2/12/2020	45.00	Carolyn Roundy	refund parking permit COV08068
Ad Hoc Payment	Check	9664	2/12/2020	2,009.19	Cascadia Development Partners	CMI-276449 refund
Ad Hoc Payment	Check	9665	2/12/2020	427.89	CP GDP Vancouver LLC	SDP-275783 refund
Ad Hoc Payment	Check	9666	2/12/2020	449.42	DACO Corporation	CMI-275879 refund
Ad Hoc Payment	Check	9667	2/12/2020	22.00	David Jacky	January 2020 - 50+ Driver/ Planner Reimbursements for meals/ admission/ parking
Ad Hoc Payment	Check	9668	2/12/2020	80.29	Davidson & Associates Insurance	refund parking permit COV09212
Ad Hoc Payment	Check	9669	2/12/2020	20.00	Donald Clark	refund alarm
Ad Hoc Payment	Check	9670	2/12/2020	300.00	Enrique Ramirez Juarez	Rental Deposit Refund - Permit #7859
Ad Hoc Payment	Check	9671	2/12/2020	20.00	Gary Trotter	refund alarm
Ad Hoc Payment	Check	9672	2/12/2020	6,054.56	Glenwood Lofts, LLC	Sewer Reimbursement contract, parcel 108441-055
Ad Hoc Payment	Check	9673	2/12/2020	108.30	Guy A. Way	RES-276935 refund
Ad Hoc Payment	Check	9674	2/12/2020	500.00	Hanna Ayers-Thomson	Funeral Benefit for William Ayers
Ad Hoc Payment	Check	9675	2/12/2020	167.75	Jack Schmer	refund 600 loan
Ad Hoc Payment	Check	9676	2/12/2020	434.29	James S Jekel	refund parking permit COV09450
Ad Hoc Payment	Check	9677	2/12/2020	110.00	Jovana Schmitz	refund parking permit COV08192
Ad Hoc Payment	Check	9678	2/12/2020	65.98	Kevin Grant	January 2020 - 50+ Driver/ Planner Reimbursements for meals/ admission/ parking
Ad Hoc Payment	Check	9679	2/12/2020	29.86	Kevin Paff	January 2020 - 50+ Driver/ Planner Reimbursements for meals/ admission/ parking
Ad Hoc Payment	Check	9680	2/12/2020	38.57	Linda Thompson	January 2020 - 50+ Driver/ Planner Reimbursements for meals/ admission/ parking
Ad Hoc Payment	Check	9681	2/12/2020	48.00	MacArthur Building LLC	ref CIVICGOV
Ad Hoc Payment	Check	9682	2/12/2020	25.00	Maxwell E Synsvoll	refund overpmt pkg citation 7200819355
Ad Hoc Payment	Check	9683	2/12/2020	72.04	Nels Forsman	Reissue of Richard Forsman check 1542
Ad Hoc Payment	Check	9684	2/12/2020	87.97	PCS	Inv 11087 dated 02/3/2020 (King)
Ad Hoc Payment	Check	9685	2/12/2020	1.98	PCS	refund alarm
Ad Hoc Payment	Check	9686	2/12/2020	30.00	Petsmart #1248	refund alarm
Ad Hoc Payment	Check	9687	2/12/2020	7,182.38	PLS Engineering	LUP-77617 refund
Ad Hoc Payment	Check	9688	2/12/2020	1,087.02	Robert Hayden	RES-272572 refund
Ad Hoc Payment	Check	9689	2/6/2020	81.29	Samantha Muhlbach	refund pkg permit COV06010

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Payment Category	Payment Type	Check Number	Payment Date	Payment Amount	Payment Payee	Payment Memo if applicable
Ad Hoc Payment	Check	9690	2/12/2020	25.00	Sandra Krahn	refund overpmt pkg cit 7201707959
Ad Hoc Payment	Check	9691	2/12/2020	193.30	Smart Energy Today Inc	RES-276699 refund
Ad Hoc Payment	Check	9692	2/12/2020	320.00	Southern Washington Chapter of IAPMO	2020 Membership SW WA IAPMO
Ad Hoc Payment	Check	9693	2/12/2020	25.00	Susan Perez	refund parking cit 7202300468
Ad Hoc Payment	Check	9694	2/12/2020	750.00	SWWC - ICC	2020 Membership
Ad Hoc Payment	Check	9695	2/12/2020	48.00	Vancouver Mall	refund CIVICGOV
Supplier Payment	Check	9696	2/12/2020	247.00	Accurate Corporate Services Inc	
Supplier Payment	Check	9697	2/12/2020	981.24	Action Technology Systems	
Supplier Payment	Check	9698	2/12/2020	225.00	Adaptive Insights LLC	
Supplier Payment	Check	9699	2/12/2020	37.28	Advance Stores Company Incorporated - Remit-To: Advance Auto Parts - Atlanta	
Supplier Payment	Check	9700	2/12/2020	5,393.86	Allcon LLC	
Supplier Payment	Check	9701	2/12/2020	14,791.00	Allegis Group Holdings Inc - Remit-To: TekSystems Inc - Atlanta	
Supplier Payment	Check	9702	2/12/2020	255.00	Amex Products Inc	
Supplier Payment	Check	9703	2/12/2020	4,213.65	Anderson Glass Co	
Supplier Payment	Check	9704	2/12/2020	240.27	Aramark Uniform & Career Apparel LLC - Remit-To: Aramark - Pasadena	
Supplier Payment	Check	9705	2/12/2020	950.67	Arborscape Ltd Inc	
Supplier Payment	Check	9706	2/12/2020	949.68	Aronson Security Group	
Supplier Payment	Check	9707	2/12/2020	2,600.00	ATC Group Services LLC	
Supplier Payment	Check	9708	2/12/2020	351.75	Athlactron Holding	
Supplier Payment	Check	9709	2/12/2020	4,119.20	C & J Contracting	
Supplier Payment	Check	9710	2/12/2020	6,323.54	Cadman Materials - Remit-To: Cadman - Chicago	
Supplier Payment	Check	9711	2/12/2020	441.00	Cale America Inc	
Supplier Payment	Check	9712	2/12/2020	2,417.15	Cascade Centers Inc	
Supplier Payment	Check	9713	2/12/2020	9,822.27	CFM Strategic Communications Inc	
Supplier Payment	Check	9714	2/12/2020	27,174.36	CH2M Hill Engineers Inc - Remit-To: CH2M Hill Engineers Inc - Bellevue	
Supplier Payment	Check	9715	2/12/2020	1,123.24	Cintas Fire Protection - Remit-To: Cintas Fire Protection - Cincinnati	
Supplier Payment	Check	9716	2/12/2020	10.70	City of Portland - Remit-To: City of Portland - General AR	
Supplier Payment	Check	9717	2/12/2020	9,972.80	Clark County Construction Inc	
Supplier Payment	Check	9718	2/12/2020	3,279.48	Clark County Historical Society	
Supplier Payment	Check	9719	2/12/2020	654.30	Code Publishing Co	
Supplier Payment	Check	9720	2/12/2020	236,695.73	Columbia Ford Inc	
Supplier Payment	Check	9721	2/12/2020	2,015.93	Columbia Resource Company	
Supplier Payment	Check	9722	2/12/2020	180.00	Community Housing Resource Center	
Supplier Payment	Check	9723	2/12/2020	4,306.05	Consolidated Supply Co	
Supplier Payment	Check	9724	2/12/2020	325.55	Core and Main LP - Remit-To: Core and Main LP	
Supplier Payment	Check	9725	2/12/2020	259.60	Corporate Translation Services Inc	
Supplier Payment	Check	9726	2/12/2020	34.25	Cowlitz County - Remit-To: Cowlitz County Sheriff's Office	
Supplier Payment	Check	9727	2/12/2020	778.27	CUES Inc - Remit-To: CUES Inc - Cincinnati	
Supplier Payment	Check	9728	2/12/2020	3,158.26	CyberSource Corporation - Remit-To: CyberSource - Los Angeles	
Supplier Payment	Check	9729	2/12/2020	2,510.00	David Corey PHD PC	
Supplier Payment	Check	9730	2/12/2020	5,947.50	Davidson Benefits Planning	
Supplier Payment	Check	9731	2/12/2020	97,351.44	Del Sol Inc	
Supplier Payment	Check	9732	2/12/2020	22.89	DSU Peterbilt & GMC Inc	
Supplier Payment	Check	9733	2/12/2020	3,367.19	Eagle Newspaper Inc	
Supplier Payment	Check	9734	2/12/2020	4,390.20	eLock Technologies LLC	
Supplier Payment	Check	9735	2/12/2020	819.04	Eric Atwell	
Supplier Payment	Check	9736	2/12/2020	4,312.50	Exigy LLC - Remit-To: Exigy LLC	
Supplier Payment	Check	9737	2/12/2020	1,819.75	Ferguson Enterprises - Remit-To: Ferguson - Dallas	
Supplier Payment	Check	9738	2/12/2020	2,173.42	Fire Systems West	
Supplier Payment	Check	9739	2/12/2020	1,500.47	Frontier Precision Inc	

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Supplier Payment	Check	9740	2/12/2020	21,865.00	Gallagher Bassett Services Inc	
Supplier Payment	Check	9741	2/12/2020	299.06	Genuine Parts Company - Remit-To: NAPA - Los Angeles	
Supplier Payment	Check	9742	2/12/2020	2,523.28	George Elevator Service LLC	
Supplier Payment	Check	9743	2/12/2020	3,103.20	Global Transportation Engineering Corporation	
Supplier Payment	Check	9744	2/12/2020	25,000.00	Greater Portland Inc	
Supplier Payment	Check	9745	2/12/2020	2,260.19	Harper Houf Peterson Righellis Inc	
Supplier Payment	Check	9746	2/12/2020	1,912.70	H D Fowler Company Inc	
Supplier Payment	Check	9747	2/12/2020	9,553.69	HMI Oregon - Remit-To: Pacific WRO	
Supplier Payment	Check	9748	2/12/2020	1,506.54	Iron Mountain Inc - Remit-To: Iron Mountain - New York	
Supplier Payment	Check	9749	2/12/2020	28,805.61	Kronos Incorporated - Remit-To: Atlanta	
Supplier Payment	Check	9750	2/12/2020	338.00	Legacy Laboratory Services Inc	
Supplier Payment	Check	9751	2/12/2020	5,000.00	LSW Architects PC	
Supplier Payment	Check	9752	2/12/2020	82,465.54	MacKay Sposito Inc	
Supplier Payment	Check	9753	2/12/2020	99,355.27	Magnum Power LLC	
Supplier Payment	Check	9754	2/12/2020	449.86	Mark IV Enterprises Inc	
Supplier Payment	Check	9755	2/12/2020	1,000.00	Message Gears LLC	
Supplier Payment	Check	9756	2/12/2020	243.90	Metro Overhead Door Inc	
Supplier Payment	Check	9757	2/12/2020	731.70	Mini Mix Concrete Inc	
Supplier Payment	Check	9758	2/12/2020	7,431.48	Municipal Emergency Services Inc - Remit-To: Municipal Emergency Services - Chicago	
Supplier Payment	Check	9759	2/12/2020	340.69	Munnell-Sherrill Inc	
Supplier Payment	Check	9760	2/12/2020	2,078.20	National Park Service	
Supplier Payment	Check	9761	2/12/2020	719.25	Net Transcripts Inc	
Supplier Payment	Check	9762	2/12/2020	105.00	Northwest Drug-Safe LLC	
Supplier Payment	Check	9763	2/12/2020	1,587.88	One Call Concepts Inc	
Supplier Payment	Check	9764	2/12/2020	24,343.43	Owen Equipment Co - Remit-To: Supplier Owen Equipment Co	
Supplier Payment	Check	9765	2/12/2020	476.00	Pacifica Law Group LLP	
Supplier Payment	Check	9766	2/12/2020	124.23	Pacific Cascade Corporation	
Supplier Payment	Check	9767	2/12/2020	5,010.00	Pacific Truck Colors	
Supplier Payment	Check	9768	2/12/2020	1,057.07	Parkeon	
Supplier Payment	Check	9769	2/12/2020	44.00	Parkmobile USA Inc	
Supplier Payment	Check	9770	2/12/2020	1,050.00	Paul Lewis	
Supplier Payment	Check	9771	2/12/2020	675.33	PMI Truck Bodies Inc	
Supplier Payment	Check	9772	2/12/2020	10,806.36	Portland Adventist Medical Center	
Supplier Payment	Check	9773	2/12/2020	81,589.03	Portland Mechanical Construction LLC	
Supplier Payment	Check	9774	2/12/2020	1,420.90	PPC Solutions Inc	
Supplier Payment	Check	9775	2/12/2020	326.61	Praxair Distribution Inc	
Supplier Payment	Check	9776	2/12/2020	26,851.12	Precision Concrete Cutting Inc - Remit-To: Supplier Precision Concrete Cutting Inc	
Supplier Payment	Check	9777	2/12/2020	3,291.75	Quick Caption Inc	
Supplier Payment	Check	9778	2/12/2020	1,533.50	Rapid Response Bio Clean	
Supplier Payment	Check	9779	2/12/2020	3,662.50	Reid Middleton Inc	
Supplier Payment	Check	9780	2/12/2020	1,631.86	RELX Inc. - Remit-To: LexisNexis - Chicago	
Supplier Payment	Check	9781	2/12/2020	4,990.34	Retail Lockbox Inc	
Supplier Payment	Check	9782	2/12/2020	22,636.09	Rexel USA Inc	
Supplier Payment	Check	9783	2/12/2020	9,200.10	Right Systems Inc	
Supplier Payment	Check	9784	2/12/2020	616.25	ROP Consulting Inc	
Supplier Payment	Check	9785	2/12/2020	4,341.20	Safe Software	
Supplier Payment	Check	9786	2/12/2020	36.42	SERA Architects	
Supplier Payment	Check	9787	2/12/2020	8,420.47	Share Inc	
Supplier Payment	Check	9788	2/12/2020	4.98	Shred It USA LLC	
Supplier Payment	Check	9789	2/12/2020	17,393.59	Sierra-Cedar Inc - Remit-To: Sierra-Ceder Inc. / Atlanta	
Supplier Payment	Check	9790	2/12/2020	1,998.20	Six Degrees Inc	
Supplier Payment	Check	9791	2/12/2020	11,544.67	Software House International SHI - Remit-To: SHI - Dallas	

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

INVOICE PAYMENTS REPORT

Payment Category	Payment Type	Check Number	Payment Date	Payment Amount	Payment Payee	Payment Memo if applicable
Supplier Payment	Check	9792	2/12/2020	1,168.00	Southwest Officials Services Inc	
Supplier Payment	Check	9793	2/12/2020	7,077.43	Stantec Consulting Services Inc - Remit-To: Stantec - Chicago	
Supplier Payment	Check	9794	2/12/2020	8.75	State of Oregon Department of Transportation - Remit-To: OR DMV - Salem	
Supplier Payment	Check	9795	2/12/2020	1,483.24	State of Washington Consolidated Technology Services	
Supplier Payment	Check	9796	2/12/2020	130.39	State of Washington Department of Licensing - Remit-To: DOL - Seattle Remit	
Supplier Payment	Check	9797	2/12/2020	371.00	State of Washington State Patrol	
Supplier Payment	Check	9798	2/12/2020	64.50	Stericycle Inc	
Supplier Payment	Check	9799	2/12/2020	19,512.00	Sunbelt Controls Inc - Remit-To: Sunbelt Controls - Pasadena	
Supplier Payment	Check	9800	2/12/2020	111.15	T2 Systems Inc - Remit-To: T2- Atlanta	
Supplier Payment	Check	9801	2/12/2020	9,609.25	Targetsolutions Learning LLC - Remit-To: TargetSolutions - Tampa	
Supplier Payment	Check	9802	2/12/2020	1,374.51	Towing & Recovering Services Inc	
Supplier Payment	Check	9803	2/12/2020	920.21	Transunion Risk & Alternative Data Solutions Inc	
Supplier Payment	Check	9804	2/12/2020	487.80	Treewise LLC	
Supplier Payment	Check	9805	2/12/2020	931.39	Triple J Enterprises	
Supplier Payment	Check	9806	2/12/2020	160.11	US Bank National Association - Remit-To: Voyager Fleet Systems Inc	
Supplier Payment	Check	9807	2/12/2020	819.95	Wapiti NW LLC	
Supplier Payment	Check	9808	2/12/2020	21,983.00	W Todd Pascoe	
Supplier Payment	Check	9809	2/12/2020	481.65	XPO Logistics Enterprise Services, Inc - Remit-To: XPO - Portland	
Supplier Payment	Check	9810	2/12/2020	2,317.43	Zayo Group Holding Inc - Remit-To: Zayo Group Holding Inc	
Supplier Payment	Check	9811	2/12/2020	269.50	Allegiance Benefit Plan Management Inc	
Supplier Payment	Check	9812	2/12/2020	4,029.34	Angelo Property CO., LP	
Supplier Payment	Check	9813	2/12/2020	18,073.33	Blackline Inc	
Supplier Payment	Check	9814	2/12/2020	400.10	Cellco Partnership - Remit-To: Cellco - Dallas	
Supplier Payment	Check	9815	2/12/2020	4,832.50	Clark County - Remit-To: Clark County - Treasurer Vancouver	
Supplier Payment	Check	9816	2/12/2020	5,941.83	Clark Public Utility District No. 1	
Supplier Payment	Check	9817	2/12/2020	32.48	Clark Public Utility District No. 1	
Supplier Payment	Check	9818	2/12/2020	24.91	Comcast Holdings Corporation - Remit-To: Comcast Business - City of Industry	
Supplier Payment	Check	9819	2/12/2020	241.10	Comcast Holdings Corporation - Remit-To: Comcast Business - City of Industry	
Supplier Payment	Check	9820	2/12/2020	109.90	Comcast Holdings Corporation - Remit-To: Comcast Business - City of Industry	
Supplier Payment	Check	9821	2/12/2020	109.90	Comcast Holdings Corporation - Remit-To: Comcast Business - City of Industry	
Supplier Payment	Check	9822	2/12/2020	15,949.60	Marcella Fleming Reed	
Supplier Payment	Check	9823	2/12/2020	13,822.49	Northwest Natural Gas Company - Remit-To: NW Natural - Portland	
Supplier Payment	Check	9824	2/12/2020	11,656.24	Northwest Staffing Resources Inc - Remit-To: NW Staffing - Portland	
Supplier Payment	Check	9825	2/12/2020	1,645.00	Petty Cash Custodian - Remit-To: Doug Luse	
Supplier Payment	Check	9826	2/12/2020	133,746.38	State of Washington Department of Labor and Industries	
Supplier Payment	Check	9827	2/12/2020	162.00	Talmadge/Fitzpatrick PLLC	
Supplier Payment	Check	9828	2/12/2020	14.45	United Parcel Service	
Supplier Payment	Check	9829	2/12/2020	1,645.00	Willis Towers Watson Insurance Services West inc	
			SUBTOTAL	**12,811,489.60**		
Hansen			2/4/2020	2,539.12	City Payments	Posted 1/28/20 thru 2/03/20
Hansen			2/11/2020	2,530.69	City Payments	Posted 2/04/20 thru 2/10/20

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

INVOICE PAYMENTS REPORT

Payment Category	Payment Type	Check Number	Payment Date	Payment Amount	Payment Payee	Payment Memo if applicable
Hansen			2/18/2020	9,444.58	City Payments	Posted 2/11/20 thru 2/17/20
			SUBTOTAL	**14,514.39**		
VISA				1,734.47	Miscellaneous	Parks Class Refunds - FCC 1/28/20 thru 2/03/20
VISA				741.10	Miscellaneous	Parks Class Refunds - MCC 1/28/20 thru 2/03/20
VISA				-	Miscellaneous	Parks Class Refunds - Special Events 1/28/20 thru 2/03/20
VISA				347.50	Miscellaneous	Parks Class Refunds - WREC 1/28/20 thru 2/03/20
VISA				312.33	Miscellaneous	Parks Class Refunds - FCC 2/04/20 thru 2/10/20
VISA				1,237.71	Miscellaneous	Parks Class Refunds - MCC 2/04/20 thru 2/10/20
VISA				-	Miscellaneous	Parks Class Refunds - Special Events 2/04/20 thru 2/10/20
VISA				178.40	Miscellaneous	Parks Class Refunds - WREC 2/04/20 thru 2/10/20
VISA				1,174.00	Miscellaneous	Parks Class Refunds - FCC 2/11/20 thru 2/17/20
VISA				248.75	Miscellaneous	Parks Class Refunds - MCC 2/11/20 thru 2/17/20
VISA				-	Miscellaneous	Parks Class Refunds - Special Events 2/11/20 thru 2/17/20
VISA				173.00	Miscellaneous	Parks Class Refunds - WREC 2/11/20 thru 2/17/20
			SUBTOTAL	**6,147.26**		
			TOTAL	**12,832,151.25**		

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City of Vancouver
Payroll Council Report
January 28, 2020 - February 17, 2020

Check No.	Date	Explanation	Amount	
2269-2327	01/31/20	1 2020 Pension Payroll	$	52,545.13
40751-40797	01/31/20	1 2020 Pension Direct Deposits	$	68,785.33
2328-2382	02/10/20	3 2020 Payroll	$	20,407.88
40897-42763	02/10/20	3 2020 Direct Deposits	$	3,061,800.45

$ 3,203,538.79

CITY OF Vancouver WASHINGTON

MEMORANDUM

DATE: Feb. 21, 2020

TO: Mayor and City Council

FROM: Eric Holmes, City Manager

RE: **WESTSIDE BIKE MOBILITY PROJECT**

CC: Chad Eiken, Community and Economic Development Director
Brian Carlson, Public Works Director
Rebecca Kennedy, Long Range Planning Manager
Ryan Lopossa, Streets and Transportation Manager
Jennifer Campos, Principal Transportation Planner
Anna Dearman, Senior Transportation Planner

This memo provides a summary of the Westside Bike Mobility Project, including an update on recently completed Phase III of the project, with recommendations for next steps.

Executive Summary

The concept of a north-south multimodal corridor west of Interstate 5 has been in development for 20 years, under the direction of both City policy and community visioning. West side neighborhoods, downtown, the waterfront, and the Port of Vancouver are experiencing rapid growth, putting strain on the people who live and travel in this area. Growth-related challenges are not only felt on the west side of Vancouver—as the community experiences growth citywide, the additional demand on the transportation system strains safety and mobility for everyone who travels, with especially concerning outcomes for the most vulnerable road users who walk, bike, and take transit. In order to continue to serve the entire community, manage growth, and attract economic development, the City is working to upgrade multimodal access and improve safety across the entire transportation system, with the goal of more efficiently moving people within existing roadways and providing safe and equitable access for everyone.

As evidenced in the outreach conducted as part of City Council's 2016-2021 Strategic Plan and annual community surveys, community members consider transportation one of their top priorities for investment. Because investing in the transportation system effectively changes how people experience the community in their daily lives, transportation investments are extremely impactful and challenging. The City has successfully implemented incremental changes that improve the transportation system, such as the roadway retrofit that added buffered bike lanes on MacArthur Boulevard, new construction on 18th Street, and plans for a world-class multimodal corridor on SE 1st Street. However, most of the City's efforts have not focused on established corridors with very constrained rights-of-way, where there are no easy solutions and changes often result in significant impacts.

This constrained environment was the challenge inherent to the Westside Bike Mobility Project. Over the past two years, this effort sought to identify a network of north-south multimodal corridors that will improve safety and connectivity and transportation options for people traveling to and through the west side of the City. The connections represent a critical missing link in our overall transportation system and provide a regional multimodal connection between Vancouver and Clark County to the north, as well as Portland to the south. The process included extensive community engagement efforts, which illustrated and reflected the challenges that exist when trying to balance different values and perspectives while making changes to existing infrastructure.

With support from City Council, staff strived to engage community members in the development of a solution that balanced the goal for an improved north-south Columbia Street multimodal corridor with diverse stakeholder interests. This included a Community Advisory Committee (CAC) process in which 19 community members representing a variety of perspectives met nine times over the course of six months, as well as broader community outreach. This process, however, did not achieve consensus, and instead illustrated diverging and conflicting priorities within the community. As a result, staff is tasked with providing a recommendation to City Council on how to implement the City's vision while being responsive to and striving to maintain credibility with the community. As the City embarks on other significant transportation projects and planning processes, it is important to steward the relationship with the community so that the City can successfully deliver these promising projects going forward.

In an effort to both pursue the goals and vision of the Westside Bike Mobility Project and also to respond to community interests, staff has developed two alternatives for Council consideration. One alternative represents the best practice approach to implementing a safe and connected multimodal corridor on the west side, and the other alternative reflects a "hybrid" approach to move incrementally toward the goals of safety and connectivity while responding to the community's concerns about impacts to on-street parking. The two alternatives are summarized as follows:

> Alternative 1: Columbia protected bike lanes. Provide protected bike lanes in both directions on Columbia. This option includes removing approximately 393 on-street parking spaces on both sides of Columbia between Mill Plain and 45th Street. Between 13th Street and Mill Plain adjacent to the Veterans Assistance Center (VAC), parking would be maintained on the east side of the street adjacent to the VAC as a dedicated parking or loading zone for the VAC.
>
> Alternative 2: Hybrid Columbia Option. Provide a northbound protected bike lane on Columbia between 16th and 45th streets, with southbound sharrows. This option includes removing approximately 200 on-street parking spaces on the east side of Columbia between 16th and 45th streets and maintaining approximately 169 on-street parking spaces on the west side of Columbia. Between Mill Plain and 16th Street, parking would be removed on both sides of Columbia in order to provide protected bike lanes in both directions to move people biking safely through the Mill Plain/15th couplet. Between 13th Street and Mill Plain adjacent to the VAC, parking would be maintained on the east side of the street adjacent to the VAC as a dedicated parking or loading zone.

In terms of best practice for providing complete streets that feel safe and comfortable enough to encourage people to ride bikes, Alternative 1 (Columbia protected bike lanes in both directions) remains the preferred option. This option meets the full intent of the Complete Streets Policy and the goal of providing safe routes for people regardless of age, ability, or how they choose to travel. It provides the safest route for people biking and represents a future-focused investment in a multimodal transportation network that provides the widest range of travel options and serves people at a variety of comfort levels.

However, in response to the desire expressed by the CAC and the broader community for compromise and strong concern about the impact of and opposition to removing on-street parking, staff has developed a hybrid Columbia option which provides a northbound protected bike lane and southbound shared lane, preserving parking on one side of the street for the majority of the corridor.

This hybrid option represents an incremental approach to improving safety. It is an improvement over the existing shared lanes, but will not be safe for all users and abilities. It does not, however, preclude a complete facility in the future, depending on the results of future evaluation and potential changes in community support. Most importantly, the hybrid option is rooted in an attempt to balance the competing values expressed by members of the CAC and the community at large, acknowledging the importance of maintaining credibility by responding to community feedback.

Both options reflect community feedback by providing additional traffic calming such as speed cushions and street trees, reducing the speed limit, preserving the pedestrian refuges at 41st and 44th streets, providing ADA parking in residential areas as needed, maintaining paratransit curb access as needed, providing intersection improvements for people biking, and ensuring the protective element for the bike lanes fits the neighborhood context while being low maintenance.

The remainder of the memo describes the project background, phases, recommendation, and next steps in more detail.

Project Background

Policy Guidance
The Westside Bike Mobility Project implements multiple existing policies and plans previously adopted by City Council, including the 2016-2021 Strategic Plan, the Complete Streets Policy (2017), the Westside Mobility Strategy (2016), the Vancouver City Center Vision Plan (2007), and the Transportation System Plan (2004). The Westside Bike Mobility Project includes further analysis of specific findings from these existing policies and plans in order to develop recommendations for transportation improvement projects that can be implemented in the short, medium, and long term. Relevant policy and plan guidance is summarized below:

- 2016-2021Strategic Plan: Goal 1 of the Strategic Plan ensures that our built environment is one of the safest, most environmentally responsible and well maintained in the Pacific Northwest, with guidance on developing a safe and balanced transportation system that meets the needs of future generations. The Strategic Plan specifically identifies key bike and pedestrian to upgrade, including Columbia Street.
- Complete Streets policy (2017): directs the City to provide safe, accessible streets

for people of all ages and abilities, regardless of their preferred mode of travel. The policy also states that complete streets require connected travel networks and apply innovative design based on best practices, while acknowledging the potential tradeoffs involved with accommodating all users safely and providing connectivity across the street network.

- The Westside Mobility Strategy (2016): provides a comprehensive analysis of the transportation conditions and needs for the specific subarea of neighborhoods, commercial, and industrial areas west of I-5. The Strategy includes an analysis of all modes on the west side, including walking, biking, driving, and transporting freight, and the plan recommends a balanced, multimodal mobility concept. Specific to bike infrastructure, the Strategy identifies the need for a network of bike facilities to serve the area and recommends further study to identify the most appropriate north-south bike routes, including at least one route with separated, protected bike facilities to accommodate users of all ages and abilities.
- Vancouver City Center Vision Plan (2007): guides continued growth in the City's Downtown, Uptown, Waterfront, and government areas. The plan identifies a network of preferred bicycle routes, including Columbia Street, Jefferson Street/Kauffman Avenue, and Franklin Street.
- Transportation System Plan (2004): the transportation element of the City's Comprehensive Plan identifies Columbia Street and many other north-south roadways on the west side as key bike network connections.

Project Purpose and Structure

The Westside Bike Mobility Project began in May 2018, with the goal of implementing policy guidance to establish a multimodal network of north-south complete streets to serve the west side of Vancouver. The project focused on the study area between the Burnt Bridge Creek Trail to the north, the Columbia River to the south, I-5 to the east, and Fruit Valley Road to the west. The project seeks to improve safety for all users, regardless of how they choose to get around on the west side, whether by walking, biking, driving, or taking transit. The project includes the following phases of work:

Phase I	**Phase II**	**Phase III**	**Phase IV**
May – Nov 2018 Network analysis for multiple westside alternatives including Lincoln/Kauffman Avenues, Daniels/Franklin Streets, and Columbia Street Public outreach for all corridor alternatives	Dec '18 – Mar '19 Corridor analysis for multiple westside alternatives including Lincoln/Kauffman Avenues, Daniels/Franklin Streets, and Columbia Street Public outreach for all corridor alternatives	Jul '19- Mar '20 Community Advisory Committee (CAC) Revised route options for Columbia corridor alternative Public outreach for Columbia corridor alternative	Future Potential project implementation including additional public outreach and design refinement for Columbia corridor alternative

Phase I Summary

The Phase I Network Analysis analyzed existing conditions and solicited feedback on travel behavior and preferences, applying these findings to identify potential corridors that would provide the greatest connectivity within the project area, as the spines of a future west side bike network. Phase I included an existing conditions analysis with traffic speed and volume counts, bicycle and pedestrian counts, parking utilization studies, and other measures. Key findings from the existing conditions analysis are summarized as follows:

- Driver speeds and volumes:
  - Columbia Street: predominant speeds on Columbia Street range from 24 to 29 MPH, with a posted speed limit of 25 MPH. Driving volumes were just over 13,727 average daily trips south of Mill Plain; 8,614 trips between Mill Plain and Fourth Plain; and 6,068 trips north of Fourth Plain.
  - Lincoln/Kauffman Avenues: predominant speeds on Kauffman Avenue range from 29 to 32 MPH, with a posted speed limit of 25 MPH, and around 35 MPH on Lincoln Avenue, with a posted speed limit of 25 MPH. Driving volumes were 3,692 trips south of Fourth Plain on Kauffman Avenue; 4,909 trips north of Fourth Plain; and 7,272 trips on Lincoln Avenue north of 39th Street.
  - Franklin Street: predominant speeds on Franklin Street were around 26 MPH, with a posted speed limit of 25 MPH. Driving volumes were 4,202 trips south of Fourth Plain.

- Bicycle and pedestrian counts: Bicycle and pedestrian counts were collected from 6 a.m. to 8 p.m. on Saturday, August 25; Wednesday, September 5; Thursday, September 6; Thursday, November 29, and Tuesday, December 4, 2018. The following counts represent the number of people observed biking by location:
  - Columbia and 45th Street: 20 to 54 people biking
  - Columbia and 39th Street: 47 to 79 people biking
  - Columbia and Mill Plain: 86 to 158 people biking
  - Daniels and 39th Street: 44 people biking (Thursday, September 6, only)
  - Kauffman and Fourth Plain: 24 to 55 people biking
  - Washington and Mill Plain: 19 to 33 people biking
  - Franklin and Mill Plain: 33 people biking (Thursday, November 29, only)
  - Columbia and Fourth Plain: 37 people biking (Thursday, November 29, and Tuesday, December 4, only)
  - Columbia and 33rd Street: 38 people biking (Thursday, November 29, only)
- Parking utilization: parking utilization studies were completed in June 2018 for the following corridors:
  - Columbia between 13th and 45th Streets and side streets to the next street block: Most blocks had a peak use of 40 percent or less, with the exceptions of the blocks around 41st Street, 39th Street, 21st to 24th Streets, and 13th Street to McLoughlin Boulevard. Peak utilization in these blocks was around 60 to 70 percent, with some reaching 80 to 100 percent utilization at peak use.
  - Lincoln/Kauffman between 13th and 45th Streets: Utilization along this corridor ranged from four to 29 percent.

- Level of traffic stress (LTS): LTS measures how comfortable a roadway feels for biking under existing conditions (traffic speeds, traffic volumes, lane widths, etc.) on a scale of 1-4, with 1 being the least stressful, and 4 being the most stressful. Most sections of Columbia were rated a 2 or 3. Daniels Street ranked 1, which corresponds to a facility that is appropriate for all ages and abilities.

- Off-street parking capacity: the consultant analyzed off-street parking capacity for homes along the study corridors, estimating what percentage of homes may have off street parking capacity for one vehicle, two or more vehicles, or no off-street parking capacity. Homes with side street frontage were not included in the off-street parking capacity analysis.
  - Columbia, Mill Plain to 45th: as many as 5 homes, or 2% of all midblock homes on the corridor, do not have any off-street parking; 77% have two or more off-street spaces.
  - Lincoln/Kauffman, Mill Plain to 45th: 4 homes, or 2% of all midblock homes on the corridor, do not have any off-street parking; 97% have two or more off-street spaces.
- Crashes: based on the most recent available crash data from 2015 to 2017, there were 48 reported crashes on Columbia. Six of the crashes involved people walking or biking, or approximately 13 percent of crashes on Columbia. Three of the crashes involved people biking, or six percent of crashes on Columbia. According to the City's recently completed Transportation System Safety Analysis, approximately three percent of crashes citywide involve people biking; statewide, only 1.2 percent of crashes involve people biking (State data from 2015).

The transportation network serves adjacent residences and businesses as well as all community members who travel to and through these areas; therefore, community engagement for the project was structured to involve as many stakeholders as possible. The Phase I public outreach process focused on the community's values and input regarding their perceived barriers to biking and what would help them ride a bike more often, as well as destinations where people wanted to travel by bike. Phase I outreach included the following:

- In person presentations to neighborhood associations (Arnada, Carter Park, Esther Short, Fruit Valley, Hough, Lincoln, and Northwest) and community stakeholder groups (Uptown Village Association, Bicycle and Pedestrian Stakeholder Group, and the Neighborhood Traffic Safety Alliance)
- Information sharing at three community events (tabling at the farmers market, valet bike parking and flyer distribution at the Waterfront Grand Opening, and an in person open house at Bike Clark County), directly reaching over 160 community members
- An online open house and survey, with 250 individual responses (the majority from 98660 and 98663 zip codes)
- Email and print newsletter notifications to nearly forty neighborhood associations and stakeholder groups (community based organizations such as schools, transit, emergency services and more)
- Postcards, flyers, and posters
- An article in the C*olumbian*
- Social media posts (Facebook, Nextdoor, Twitter, and Instagram)

The Phase I outreach provided the following key takeaways:

- Develop a network of safe, connected bike routes, including separated or "protected" bike facilities where necessary, so people feel comfortable riding
- The Columbia Street, Daniels Street/Franklin Street, and Lincoln/Kauffman Avenue corridors were identified as preferred routes
- Columbia was identified as the route that provides the most direct access to desired destinations

Phase II Summary
The Phase II Corridor Analysis incorporated key takeaways from the Phase I findings to develop potential design concepts for the preferred corridors and engage the community in evaluating the concepts and associated tradeoffs. Along with the Phase I outreach findings, the consultant used the following criteria to evaluate corridor alternatives:

- Access and connectivity: access to destinations, high demand areas, and existing multimodal transportation facilities
- Safety: perceived safety, multimodal interactions, traffic operations
- Multimodal improvements: opportunity to incorporate benefits for people walking and driving, etc.
- Community context and impact: expressed community preference, stated community goals/values, expected development/projects, parking impacts, available right-of-way

Based on the above criteria and community input, Columbia Street scored the highest as a preferred bike route, providing access to significantly more desired destinations than parallel streets. The Daniels/Franklin corridor received the second highest score, and the Lincoln/Kauffman corridor received the third highest score as a potential bike route to serve the westernmost reaches of the study area. These three corridors were recommended to serve as the backbone of a future west side bike network.

In applying the technical analysis and outreach findings, the consultant determined what type of facility would be needed to ensure that people of all ages and abilities would feel comfortable biking. Because the corridors differ significantly in terms of dimensions as well as driver traffic speeds and volumes, each corridor would need a different type of bike facility in order to meet complete streets standards. The following complete streets bike facilities were proposed for the preferred corridors (note that parking removal estimates do not reflect parking utilization rates):

- <u>Columbia Street</u>: based on traffic speeds and volumes, Columbia Street would need protected bike lanes in order to meet complete streets standards. This would include a physical barrier to fully separate people biking from people driving. Implementing this proposal would result in removing/relocating on-street parking along both sides of Columbia Street for most of the segment between 6th Street and 45th Street (parking could be maintained on one side of Columbia between 8th Street and 12th Street as a parking protected bike lane). Below were estimates of parking removal based on segment:
  - 6th Street to Mill Plain: 69 spaces
  - Mill Plain to Fourth Plain: 123
  - Fourth Plain to 45th Street: 229

- <u>Daniels/Franklin Streets</u>: because Daniels Street is less stressful under existing conditions, a neighborhood greenway treatment that includes traffic calming and shared roadway markings could be used to meet complete streets standards. Because Daniels does not cross Mill Plain, the route would require a jog to either Franklin or Columbia to cross the couplet.
  - Daniels between Mill Plain to 45th Street: no parking removal
  - Franklin between 16th Street and Mill Plain: no parking removal

- <u>Lincoln/Kauffman Avenues</u>: based on the existing conditions along this corridor, Lincoln and Kauffman Avenues would need protected bike lanes in order to meet complete streets standards, and implementing this proposal would result in removing/relocating on-street parking along both sides of the street for the majority of the corridor.

- Lincoln between 39th Street & Bernie Drive: no parking removal (reallocates shoulder space but does not remove any existing parking)
- Kauffman between 13th Street and 39th Street: 261 spaces

The draft design concepts were presented to the community for feedback in January and February 2019. Phase II outreach activities included:

- In person community events, including "coffee talks" at Boomerang and Latte Da, an open house at the Vancouver Housing Authority, and a booth at the Night Market; approximately 200 community members participated in these events
- An online survey with over 500 individual responses
- 3,500 postcards to residents and businesses on the proposed corridors; flyers; yard signs on the identified corridors; and 500 doorhangers to residents and businesses on Columbia Street
- Email and newsletter notifications
- Articles in the *Columbian*
- Social media (Facebook, Twitter, Nextdoor, and Instagram)
- In person visits to businesses along Columbia Street

Staff also coordinated with the following service providers for feedback on the draft design concepts:

- C-TRAN
- USPS
- Waste Connections
- Clark County Veterans Assistance Center
- Vancouver Housing Authority

Phase II outreach focused on the tradeoffs involved with complete streets bike facilities. Key takeaways from included:

- Community members expressed equally strong support for the complete streets facility, preserving parking, and maintaining neighborhood look and feel
- Proposed design concepts viewed equally as positive and negative for residents
- Residents were very concerned with the potential impacts of removing on-street parking
- There was a strong desire for continued public outreach on the project

Based on the feedback received through the Phase II outreach and consultation with City Council, the project team revised the project process as follows, to include additional phases of focused analysis and stakeholder engagement around the Columbia Street corridor, specifically:

- Reschedule repaving of Columbia (Mill Plain to 33rd Street) to 2020 to provide additional time to engage stakeholders and system users in the design process
- Continue developing multimodal improvement plans with stakeholders, including street trees, traffic calming, and pedestrian crossing improvements as applicable
- Develop a more inclusive public outreach process, including a project stakeholder committee

Phase III Summary

Phase III of the project focused on Columbia Street and adjacent parallel streets, referred to as the "Columbia Corridor," including Washington, Daniels, and Franklin Streets. This phase engaged the community to establish a vision for a safe, connected, multimodal north-south corridor that links west side neighborhoods and the Burnt Bridge Creek Trail with Downtown Vancouver and the Waterfront.

For Phase III, the City convened a diverse set of stakeholders as part of a Community Advisory Committee (CAC) to provide in-depth feedback and guidance on an alignment and design concept for the corridor, with the goal of developing a package of improvements to enhance safety and mobility for people walking, biking, driving, and taking transit.

Community Advisory Committee (CAC)

In July 2019, the City accepted applications for the CAC. The goal for the CAC structure was to comprise stakeholders representing a diverse range of interests, including residents of the neighborhoods on the Columbia corridor, members of neighborhood associations and neighborhood coalitions, business owners, community organization representatives, transit riders/representatives, members of existing City boards, and cyclists.

The City received 55 applications for the CAC; the applications were then reviewed by a committee including representatives from the Planning Commission, City Manager's Office communications staff, Public Works communications staff, the project facilitation team, and the project management team. The review committee scored applications and selected 18 members to participate on the CAC.

The final CAC structure represented various perspectives, including business owners, neighborhood residents, service providers, community organizations, transit riders, the Planning Commission, the Parking Advisory Committee, pedestrians, and cyclists. The following is a list of CAC members and their representation:

Name	Representation
Lacey Arnold	Downtown Business Representative, Cyclist
Bill Baumann	C-TRAN Rider, Human Services Council
Merlene Converse	Hough
Alyson Day	Cyclist
Amy Elkinton	C-TRAN Rider, Esther Short
Beth Greenberg	C-TRAN Rider, Carter Park, School for the Blind
Jack Harroun	Planning Commission
Leah Jackson	Downtown Business Rep., Bicycle and Pedestrian Stakeholder Group, Carter Park
Michael Kelly	Carter Park, Cyclist, Parent
Susan Law	Urban Forestry Commission, Carter Park, Neighborhood Traffic Safety Alliance
Stephanie Lynn/Garrett Ginter	Parking Advisory Committee
Nancy McCarter	Westside Neighborhood Coalition, Hough
Judy Russel	Veterans Assistance Center
Luke Vander Weide	Lincoln, Cyclist
Jan Verrinder	Bike Clark County, Bicycle and Pedestrian Stakeholder Group
Jennifer Ward	Lincoln, Parent, Cyclist
Farleigh Winters	Arnada, Vancouver's Downtown Association, Cyclist

Glen Yung	Westside Neighborhood Coalition, Uptown Village Association, Hough

The CAC process was structured to allow stakeholders the opportunity to explore the data, best practices, constraints, benefits, and tradeoffs of the project and provide feedback based on this information. Throughout the CAC process, the City continued to fulfill committee members' requests for additional information and data. The CAC developed a charter to guide their work, articulating the purpose of the CAC as follows:

1. Help to define a design concept for a north-south multimodal transportation corridor in the area of Columbia Street, which could include facilities on Columbia Street, Washington Street, Daniels Street and/or Franklin Street.
2. Consider feedback collected during previous and current community engagement activities
3. Consider impacts to safety, accessibility and mobility
4. Work with City staff and technical consultants to explore new design concepts
5. Work to achieve consensus on a design alternative with broad community support
6. Consider the larger traffic flow impact on multiple forms of transportation throughout the city

The CAC met nine times between August 2019 and January 2020. All meetings were open to the public and included public comment periods. The topics of each meeting were as follows:

- Meeting #1 (August 14, 2019): The project team provided an overview of the project to date, explained the City's Complete Streets Policy, led the committee in a discussion of the CAC charter, and led an activity looking at the challenges and opportunities associated with the project.
- Meeting #2 (August 28, 2019): The project team presented a technical overview with information about bikeway types and data collection as part of the Phase I existing conditions analysis.
- Meeting #3 (September 11, 2019): The project team led a discussion of challenges/opportunities associated with the project, continued the presentation on data collection, and presented an introduction to the corridor alternatives.
- Meeting #4 (September 25, 2019): The project team provided a brief overview of the transportation system and continued the presentation on corridor alternatives. CAC members participated in a workshop discussion of the advantages and disadvantages of the Columbia, Daniels, Franklin, and Washington corridors.
- Meeting #5 (October 9, 2019): CAC members participated in a workshop on the corridors where they considered benefits, potential problems, and mitigation measures for the corridors. CAC members then participated in a workshop on evaluation criteria to be used in assessing each corridor.
- Meeting #6 (October 30, 2019): The project team provided a preview of upcoming public outreach activities. CAC members continued the evaluation criteria workshop discussion.
- Meeting #7 (November 13, 2019): The project team provided an update on upcoming public outreach activities and presented refined design concepts for the route options. The CAC finalized evaluation criteria.
- Meeting #8 (December 11, 2019): The project team continued the presentation on the route option concepts. CAC members began to fill out their evaluation forms for each route option.
- Meeting #9 (January 22, 2020): The project team presented the results of the CAC's evaluation and summarized the outreach activities. The CAC discussed the

results of the evaluation and were given the opportunity to provide written evaluations.

Route Options

Working with the CAC, the project team developed six route options to present to the public. CAC feedback allowed the project team to modify each option to address concerns and led to new route options that had not previously been considered. Specifically, new route options were developed to address potential parking impacts identified with the initial Columbia Street alternative in the residential, business, and Veterans Assistance Center areas, with the intent to provide routes that different groups could come to consensus on by compromising on certain tradeoffs. The route options introduced one-way bike facilities, predominantly neighborhood greenway routes, and more out of direction travel for people riding bikes. The team developed the following six route options:

1. Columbia: Protected bike lanes in each direction
2. Columbia/Washington: Couplet with one-way protected bike lanes
3. Columbia/Daniels: Neighborhood greenway, bike lane couplet
4. Daniels/Washington: Neighborhood greenway with two-way protected bike lanes
5. Daniels/Franklin: Neighborhood greenway with two-way protected bike lanes
6. Franklin: Neighborhood greenway with two-way protected bike lanes

The following improvements could also be considered as part of implementing route options:

- Potential of traffic calming to be included with neighborhood greenways
- Street trees planned for Columbia, with potential for Daniels
- Coordinate with City sidewalk program manager to work with property owners to improve sidewalk conditions
- Coordinate with service providers such as C-TRAN, USPS, school district, and Waste Connections to accommodate their operations
- Coordinate with City Public Works to improve crosswalks, street lighting, and pedestrian phasing and bike detection at signals

The project team developed a guide that describes each route option including potential benefits, tradeoffs, cost estimate, and parking loss estimate. This guide was provided as part of the public outreach activities and has since been updated to include a timeline for completing each route option; the updated guide is attached to this memo.

Public Outreach Activities

The project team hosted multiple events and presentations in January and February 2020. A Route Options Survey was provided in hard copy and online at all of these events. The City advertised these opportunities through a postcard mailer sent to over 7,000 west side residents and businesses, a project mailing list, and social media (Facebook, Instagram, Nextdoor, and Twitter). These activities are described in more detail as follows:

- <u>Open house (approximately 150 attendees)</u>: a large open house was held on January 8 at the Vancouver Public Library. Presentation boards showed a project timeline, maps of the six route options, summaries of benefits and impacts for each option, and potential mitigation strategies. The project team was on hand to answer questions. Paper copies of the Route Options Survey and comment cards were available for community members to provide feedback.
- <u>Coffee talks (approximately 60 attendees)</u>: two coffee talks were held in January. The first was held on January 14 from 8:00 - 10:00 a.m. at Latte Da, and the second was held on January 15 from 4:00 - 6:00 p.m. at Relevant Coffee. These

events provided additional opportunities for community members to view the route maps, take the Route Options Survey, and talk to the project team.

- Be Heard Vancouver Online Open House (over 250 submissions and surveys): an online open house was launched on January 8 and remained open until February 21. The online open house consisted of a project timeline, maps of the six route options, summaries of benefits and impacts for each option, potential mitigation strategies, and an electronic version of the Route Options Survey.
- Presentations to organizations (10 presentations): City staff made presentations to multiple community organizations in January and February, including the Uptown Village Association, Hough Neighborhood Association, the Neighborhood Traffic Safety Alliance, Vancouver's Downtown Association, the Bicycle and Pedestrian Stakeholders Group, the Clark Communities Bicycle and Pedestrian Advisory Committee, neighborhood leaders, Lincoln Neighborhood Association, Carter Park Neighborhood Association, and Esther Park Neighborhood Association.

Public Outreach Key Takeaways

The goal of stakeholder engagement for Phase III of the project was to incorporate feedback from both the CAC and broader public in developing a final recommendation for the Columbia corridor. The following key findings were derived from the CAC process:

- Tension remains between providing a direct and safe bike route versus a desire to maintain on-street parking and existing neighborhood look and feel
- There is divided support for a Columbia option as well as a Daniels/Washington or Daniels/Franklin option
- There is interest in a design compromise that provides a bike route while maintaining on-street parking
- There is interest in providing multimodal improvements in addition to a bike facility; desired improvements include sidewalk improvements, traffic calming/speed reductions, street trees

The broader community outreach provided the following findings:

- Parking remains a key issue
- Each route option has benefits and drawbacks
- Community members appreciated having multiple route options to review
- Compromise is important: people expressed a desire for a compromise solution that provides bicycle facilities while mitigating impacts such as parking loss

A comprehensive Public Outreach Summary incorporating findings from all phases of the project to date is attached to this memo. The Public Outreach Summary includes extensive detail and raw data on the CAC and Phase III outreach process.

Recommendations and Next Steps

The CAC process and Phase III outreach confirmed findings from Phases I and II of the process: there is no community consensus around a bike route option for the Columbia corridor. The built environment on the west side of Vancouver features unique constraints, including lack of a consistent, continuous grid network of streets, which makes retrofitting existing streets and changing existing transportation patterns especially challenging and contentious.

There are currently no safe north-south bike facilities on the west side of Vancouver that meet complete streets standards and are designed to encourage the majority of people who may be interested in biking but concerned about safety to ride. The following recommendation incorporates feedback from both the CAC and community at large as well as technical analysis and policy guidance.

In terms of best practice for providing complete streets that feel safe and comfortable enough to encourage people to ride bikes, route option number one, Columbia protected bike lanes as originally presented in Phase II of the project, remains the preferred option. This option meets the full intent of the Complete Streets Policy and the goal of providing safe routes for people regardless of age, ability, or how they choose to travel. It provides the safest route for people biking and represents a future-focused investment in a multimodal transportation network that provides the widest range of travel options and serves people at a variety of comfort levels.

However, in response to the desire expressed by the CAC and the broader community for compromise and strong concern about the impact of and opposition to removing on-street parking, staff has developed a hybrid Columbia option which provides a northbound protected bike lane and southbound shared lane, preserving parking on one side of the street for the majority of the corridor.

This hybrid option represents an incremental approach to improving safety. It is an improvement over the existing shared lanes, but will not be safe for all users and abilities. It does not, however, preclude a complete facility in the future, depending on the results of future evaluation and potential changes in community support. Most importantly, the hybrid option is rooted in an attempt to balance the competing values expressed by members of the CAC and the community at large, acknowledging the importance of maintaining credibility by responding to community feedback. The two alternative options are described as follows:

<u>Alternative 1: Columbia Protected Bike Lanes</u>

- Mill Plain – 45th: protected bike lanes northbound & southbound, remove parking on both sides
- 13th – Mill Plain (adjacent to VAC): maintain on-street parking on east side adjacent to VAC as dedicated parking/loading zone for VAC, northbound buffered bike lane, southbound sharrows
- 8th – 13th: protected bike lanes northbound & southbound, remove parking on one side
- Columbia Way – 8th: Utilize shared use path on west side of Columbia; keep existing on street bike lanes
- Loss of 393 parking spaces

<u>Alternative 2: Hybrid Columbia Option</u>

- 16th – 45th: northbound protected bike lane, southbound sharrows, remove parking on east side, maintain parking on west side
- Mill Plain – 16th: protected bike lanes northbound & southbound, remove parking on both sides
- 13th – Mill Plain (adjacent to VAC): maintain on-street parking on east side adjacent to VAC as dedicated parking/loading zone for VAC, northbound buffered bike lane, southbound sharrows
- 8th – 13th: protected bike lanes northbound & southbound, remove parking on one side
- Columbia Way – 8th: Utilize shared use path on west side of Columbia; keep existing on street bike lanes
- Loss of 223 parking spaces

The following elements would be provided with either option:

- Reduce speed limit to 20 MPH
- Maintain speed bumps between McLoughlin & Fourth Plain, add speed cushions between 16th & 45th as appropriate
- Remove traffic circle at 24th, maintain pedestrian refuges at 41st & 44th
- Plant additional street trees
- Maintain existing crosswalks, add crosswalks as appropriate
- Provide bike boxes for southbound sharrows at signalized intersections (where applicable)
- Ensure protection for bike lane fits the neighborhood context and is feasible to maintain
- Monitor and evaluate project performance, making adjustments as necessary
- Continue to refine design for segment between Columbia Way – 13th in advance of repaving project scheduled for summer 2021
- Conduct outreach process for neighborhood greenway on Daniels and other west side bike routes as funding becomes available (likely 3 – 5 years or more)

Many of the elements suggested as part of this option directly reflect multimodal improvements suggested by the CAC and the public. The concept of a northbound protected bike lane and southbound sharrows on Columbia was discussed as part of the CAC process and has been suggested by community members in the past; however, the option was not included in the six route options that the CAC developed because it was considered too much of a compromise both for those who preferred a complete bike facility and those who preferred on-street parking. The hybrid option represents a compromise that provides a bike facility in the northbound direction while reducing speeds and calming traffic to improve the sharrows in the southbound direction, in addition to providing multimodal improvements for all users.

Staff recommends that either option be paired with a future neighborhood greenway on Daniels Street once funding is available for additional outreach and capital investment on a Daniels option. Together, the hybrid Columbia route and the Daniels neighborhood greenway would serve the broadest range of potential riders with a complete, connected facility in both directions.

Vancouver has long held a vision for a safe, balanced, and innovative transportation system. Plans to enhance the system on the west side of the City with an improved multimodal north-south corridor have been in development for decades, with significant investment of City and community resources. Safety and mobility challenges continue within the transportation network, with the worst outcomes for the most vulnerable road users. Strategically, it is in the City's long term interests to improve the safety and mobility of the transportation system in order to manage growth sustainably and position Vancouver for continued economic investment.

Considering the significant constraints involved with funding transportation improvements, it is cost effective to leverage an existing program such as the City's Pavement Management Program as an opportunity to improve mobility. Staff recommends using the opportunity provided by the 2020 – 2021 Columbia Street repaving project to improve multimodal mobility in this corridor utilizing one of the two alternatives outlined herein.

Attachments:
Public Outreach Summary
Route Options Maps

Westside Bike Mobility Project

February 24, 2020
City Council Communications

City of Vancouver Washington

Chad Eiken, Community and Economic Development Director
Rebecca Kennedy, Long Range Planning Manager
Jennifer Campos, Principal Transportation Planner

Presentation Overview

- Project background & recommendation overview
- Summary of Phase III process
- Recommendation & next steps

Project Background

- Need for multimodal north-south corridors on west side identified for over 20 years
- Efforts to improve safety & mobility extremely challenging & divisive
- Citywide safety analysis found high risks for vulnerable road users
- Consideration for how transportation system can serve existing community, as well as anticipated growth & future economic investment
- Challenges of this project are representative of future transportation improvements—easy solutions are unlikely

Project Context

- Ongoing growth and development in Downtown, Waterfront and west of I-5
- Increasing demands on the transportation system, and the need to move more people efficiently and safely
- Opportunity to implement safety improvements as part of Pavement Program is cost-effective

Recommendation Overview

- More extensive engagement with the community did not result in consensus, revealing continued divided community interests
- Extremely challenging to implement policy while being responsive to community desires
- Consideration of how to balance goals and vision of project while responding to community interests

Alternatives

Alternative 1: Columbia Protected Bike Lanes – loss of 393 parking spaces

- Mill Plain – 45th: Protected bike lanes in both directions
- 13th – Mill Plain: Buffered bike lane northbound, sharrows southbound
- 8th-13th: Protected bike lanes in both directions

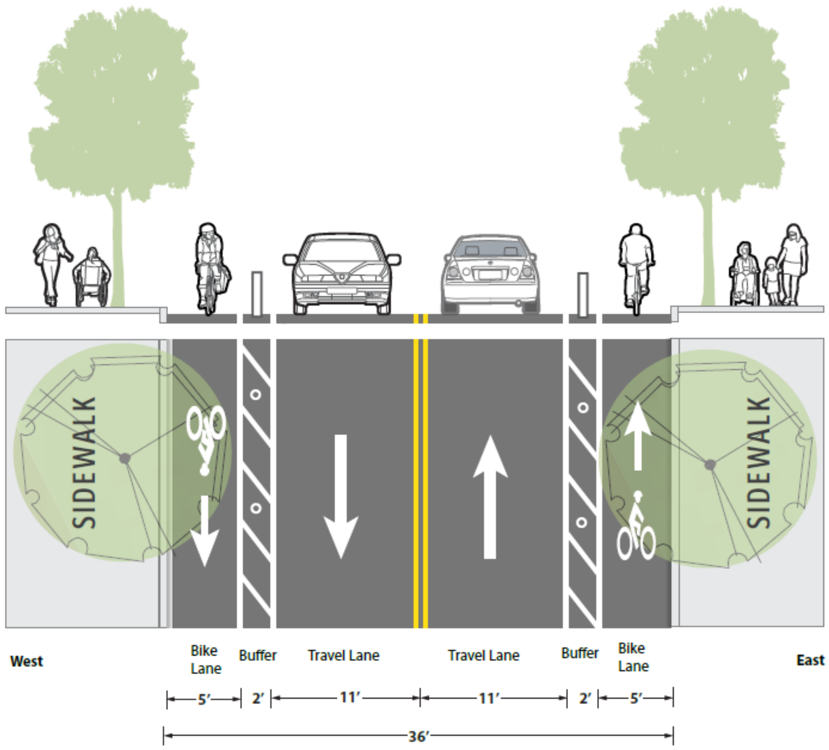
Alternative 2: Hybrid Columbia Option – loss of 223 parking spaces

- 16th – 45th: Protected bike lane northbound, sharrows southbound
- Mill Plain – 16th: Protected bike lanes in both directions
- 13th – Mill Plain: Buffered bike lane northbound, sharrows southbound
- 8th-13th: Protected bike lanes in both directions

Alternatives

<u>Alternative 1: Columbia Protected Bike Lanes</u>

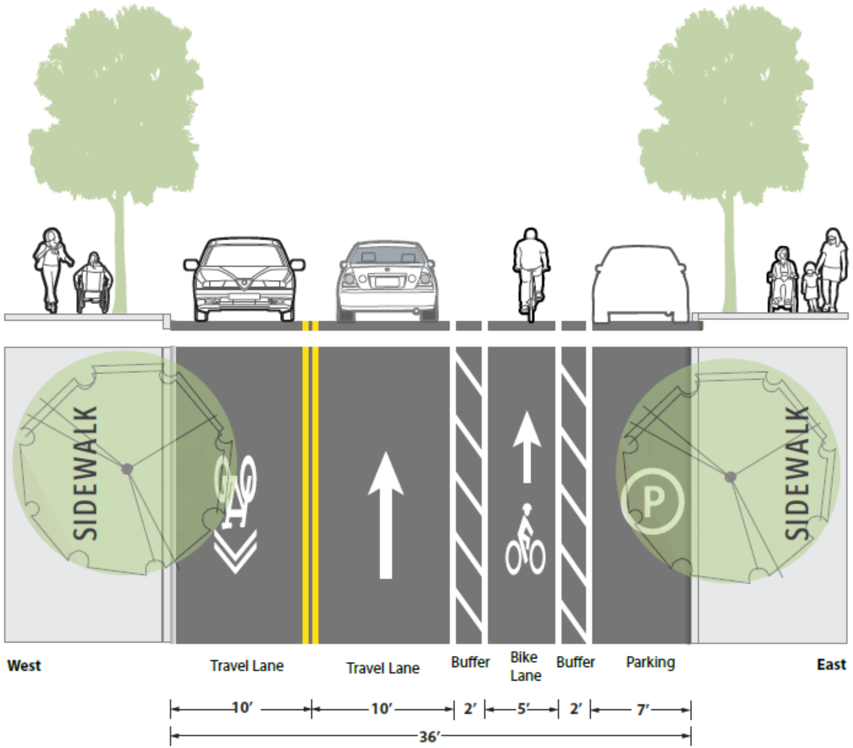
- Mill Plain – 45th: Protected bike lanes in both directions; removal of parking on both sides



Alternatives

<u>Alternative 1: Columbia Protected Bike Lanes</u>

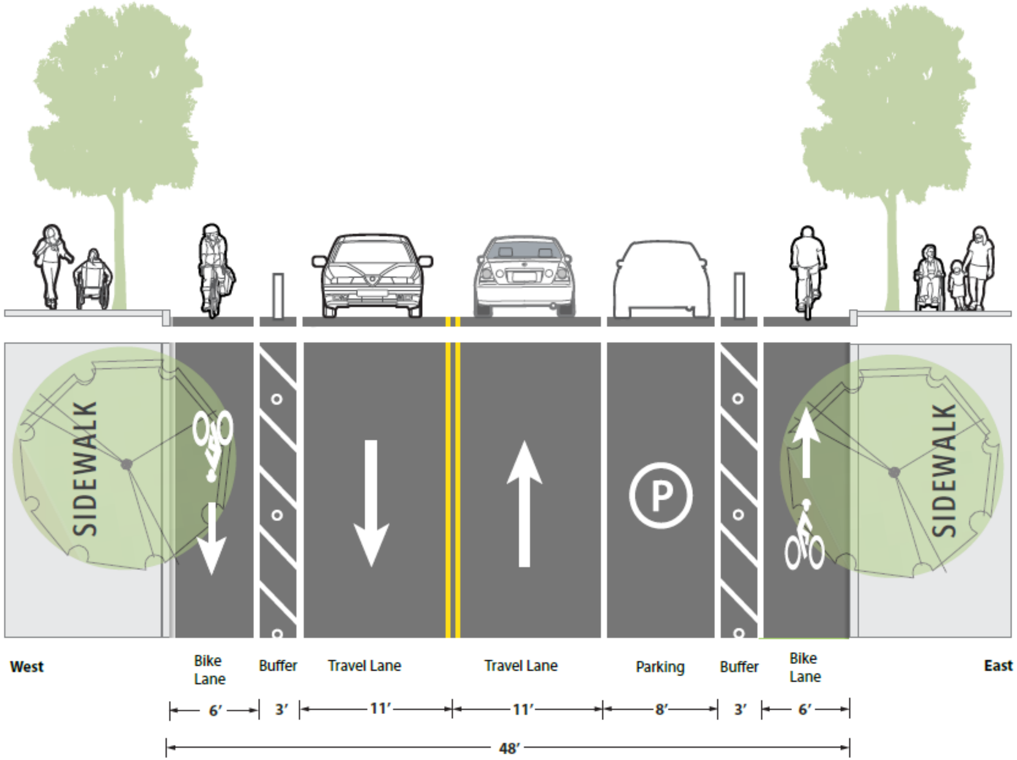
- 13th – Mill Plain: Buffered bike lane northbound, sharrows southbound; removal of parking on one side



Alternatives

Alternative 1: Columbia Protected Bike Lanes

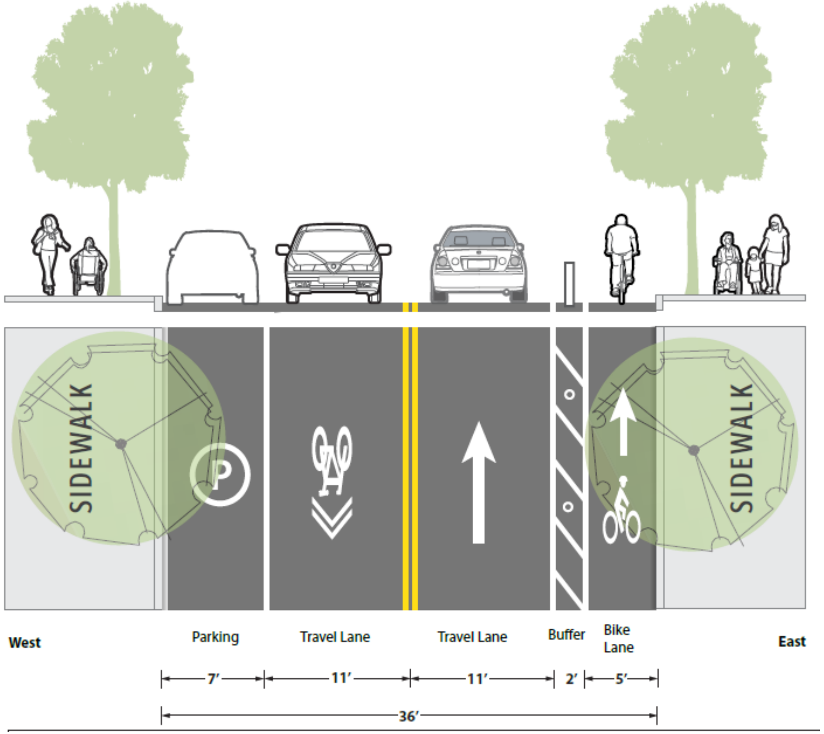
- 8th-13th: Protected bike lanes in both directions; removal of parking on one side



Alternatives

Alternative 2: Hybrid Columbia Option

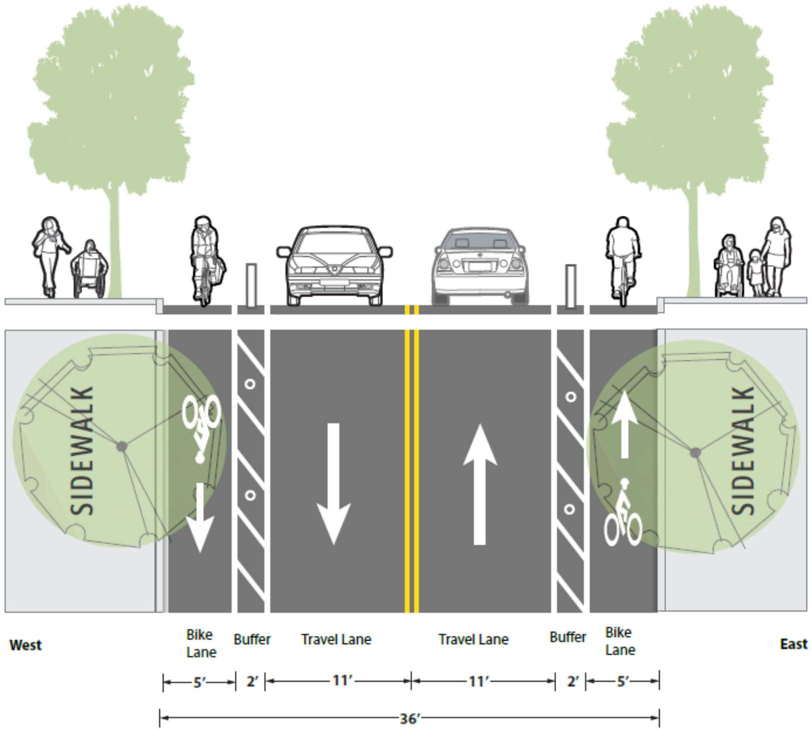
- 16th – 45th: Protected bike lane northbound, sharrows southbound; removal of parking on one side



Alternatives

<u>Alternative 2: Hybrid Columbia Option</u>

- Mill Plain – 16th: Protected bike lanes in both directions; removal of parking on both sides

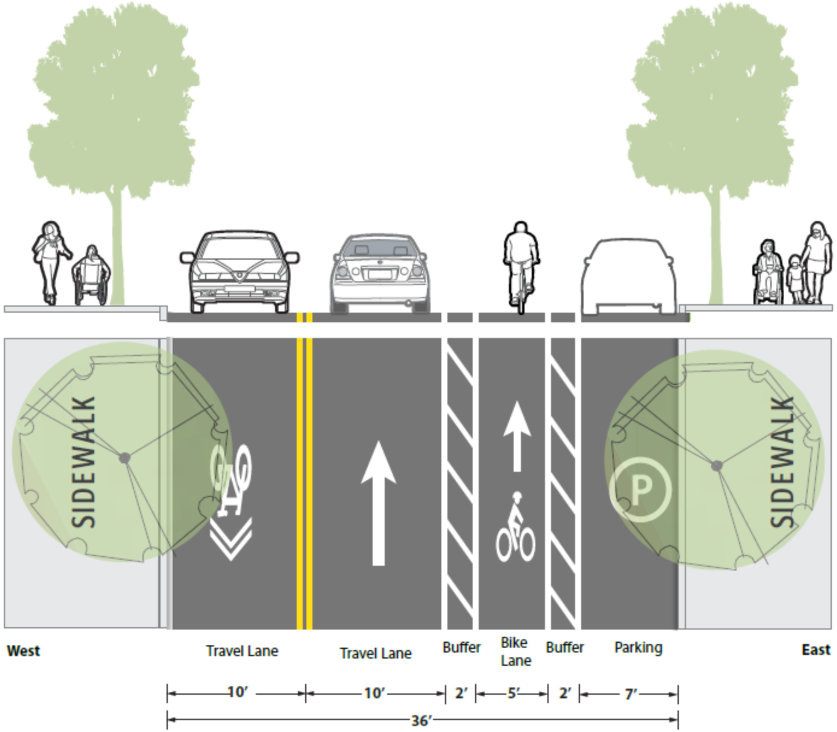


City of Vancouver Washington

Alternatives

<u>Alternative 2: Hybrid Columbia Option</u>

- 13th – Mill Plain: Buffered bike lane northbound, sharrows southbound; removal of parking on one side



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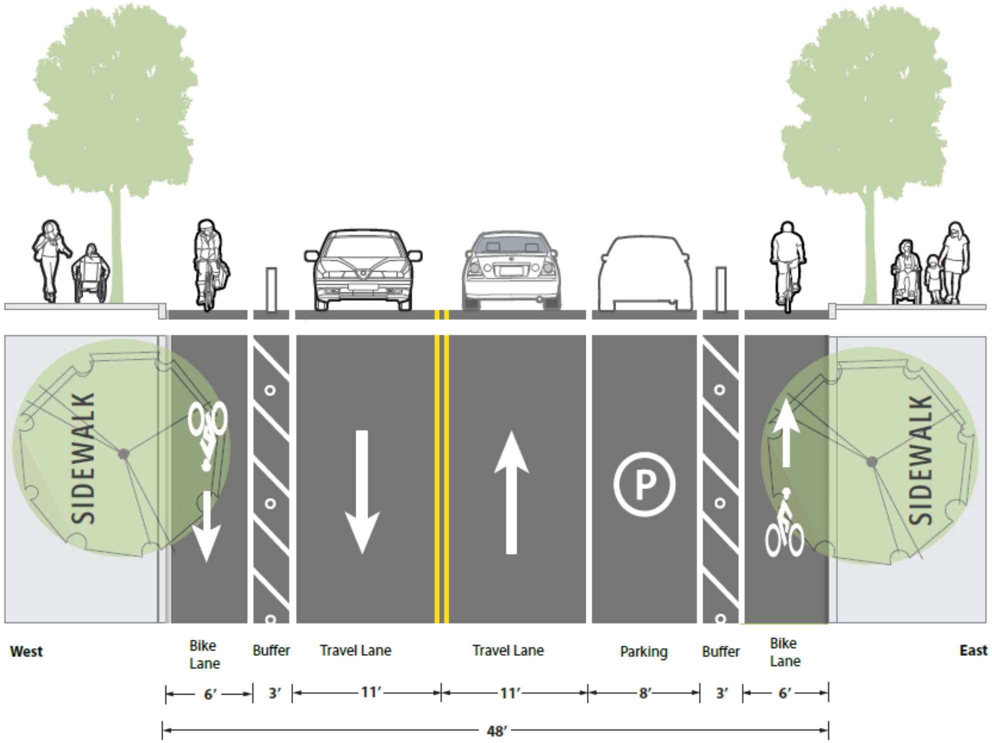
Alternatives

<u>Alternative 2: Hybrid Columbia Option</u>

- 8th-13th: Protected bike lanes in both directions; removal of parking on one side



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Recommendation Overview

- Route options developed as part of Phase III Community Advisory Committee process did not generate consensus within the community
- Some CAC and community members were in favor of a compromise option
- Alternative 1 provides safest facilities-and best fits policy guidance and best practices
- Alternative 2 provides incremental improvement and responds to divided community interests

Project Process

Phase I
May – Nov 2018

Network analysis for multiple westside alternatives including Lincoln/Kauffman Avenues, Daniels/Franklin Streets, and Columbia Street

Public outreach for all corridor alternatives

Phase II
Dec '18 – Mar '19

Corridor analysis for multiple westside alternatives including Lincoln/Kauffman Avenues, Daniels/Franklin Streets, and Columbia Street

Public outreach for all corridor alternatives

Phase III
Jul '19- Mar '20

Community Advisory Committee (CAC)

Revised route options for Columbia corridor alternative

Public outreach for Columbia corridor alternative

Phase IV
Future

Potential project implementation including additional public outreach and design refinement for Columbia corridor alternative

Public outreach process for other westside routes

Other north-south routes identified in Phase 1 to be implemented in future phases with additional public process

Community Advisory Committee (CAC)

- Focus on Columbia, Washington, Daniels & Franklin streets
- Consider public feedback collected during all phases of engagement
- Consider impacts to safety, mobility, accessibility, connectivity & parking
- Develop and evaluate route options, providing input to final recommendation

City of Vancouver Washington

Community Advisory Committee (CAC)

- 55 applications received
- Review committee consisted of a member of the Planning Commission, City Communications, Public Works communications, project facilitation team & project manager
- 19 members selected
- Committee members represent business owners, neighborhood residents, service providers, community organizations, transit riders, Planning Commission, Parking Advisory Committee, pedestrians & cyclists

Community Advisory Committee (CAC)

Name	Representation
Lacey Arnold	Downtown Business Rep., Cyclist
Bill Baumann	C-TRAN Rider, Human Services Council
Merlene Converse	Hough
Alyson Day	Cyclist
Amy Elkinton	C-TRAN, Esther Short
Beth Greenberg	C-TRAN, Carter Park, School for the Blind
Jack Harroun	Planning Commission
Leah Jackson	Downtown Business, Bike/Ped Stakeholder Group (BPSG), Carter Park
Michael Kelly	Carter Park, Cyclist, Parent

Community Advisory Committee (CAC)

Name	Representation
Susan Law	Urban Forestry Commission, Carter Park, NTSA
Stephanie Lynn/Garrett Ginter	Parking Advisory Committee
Nancy McCarter	Westside Neighborhood Coalition (WNC), Hough
Judy Russel	Veterans Assistance Center (VAC)
Luke Vander Weide	Lincoln, Cyclist
Jan Verrinder	Bike Clark County, BPSG
Jennifer Ward	Lincoln, Parent, Cyclist
Farleigh Winters	Arnada, VDA, Cyclist
Glen Yung	WNC, Uptown Village Association, Hough

Community Advisory Committee (CAC)

- Meeting 1: CAC charter, review project to date & Complete Streets Policy
- Meetings 2 – 3: Technical overview & design alternatives
- Meetings 4 – 5: Explore route options
- Meetings 6 – 7: Develop evaluation criteria & review route options
- Meetings 8 – 9: Design considerations, tradeoffs, mitigation; review community feedback; evaluation

Route Options

1. Columbia: Protected bike lanes in each direction
2. Columbia/Washington: Couplet with one-way protected bike lanes
3. Columbia/Daniels: Neighborhood greenway, bike lane couplet
4. Daniels/Washington: Neighborhood greenway with two-way protected bike lanes
5. Daniels/Franklin: Neighborhood greenway with two-way protected bike lanes
6. Franklin: Neighborhood greenway with two-way protected bike lanes

Route Options

- Additional route options were developed to address potential parking impacts identified with original Columbia alternative in residential, business, and Veterans Assistance Center area
- Routes introduced one-way bike facilities, predominantly neighborhood greenway routes & more out of direction travel for people riding bikes
- Intent to provide routes that different groups could come to consensus on by compromising on certain tradeoffs

Public Outreach

- Open house January 8 (150 participants)
- Coffee talks: January 14 at Latte Da, January 15 at Relevant Coffee (60 participants total)
- Online open house January 8 through February 21 (250+ responses)
- Presentations to 9 community organizations: Hough, Carter Park, Lincoln & Esther Short neighborhood associations; Uptown Village Association; Vancouver's Downtown Association; Neighborhood Traffic Safety Alliance; Bike Ped Stakeholder Group; Clark Communities Bicycle and Pedestrian Advisory Community

Public Outreach

- 7,000 postcards to residents & businesses between 45th Street, Main Street, the waterfront & Lincoln/Kauffman Avenues
- Flyers
- Email newsletters, outreach emails, neighborhood newsletters
- Social media (Nextdoor, Facebook, Instagram & Twitter)
- City website, Be Heard Vancouver website, Community Calendar
- Press release

CITY OF Vancouver WASHINGTON

CAC Summary

- Tension between providing a direct and safe route versus desire to maintain on-street parking and existing neighborhood look and feel
- Divided support for Columbia option as well as Daniels/Washington or Daniels/Franklin option
- Interest in design compromise that provides bike route while maintaining on-street parking
- Interest in providing multimodal improvements in addition to bike facility: sidewalk improvements, traffic calming/speed reductions, street trees

Public Outreach Summary

- Parking impacts remains a key issue
- Each route option has benefits and drawbacks for different user groups
- Community members appreciated having multiple route options to review
- Residents expressed a desire for a compromise solution that provides safe bicycle facilities while mitigating impacts such as parking loss
- Strong request for education, outreach, and enforcement

Alternative 1

<u>Alternative 1: Columbia Protected Bike Lanes</u>

- Meets the full intent of the City's Complete Streets policy by providing a safe, equitable, and accessible facility
- Provides the safest facility out of the six route options
- Most directly connects people traveling in the corridor to desired destinations
- Has the most parking impacts – 393 spaces

Alternative 2

Alternative 2: Hybrid Columbia Option

- Incremental approach to improving safety in the corridor
- Does not provide a safe facility for all users; protected facilities for people riding bikes in only one direction
- Would require out of direction travel for people not comfortable sharing the road heading southbound onto unimproved facilities
- Attempts to balance competing needs in the corridor
- Would result in the loss of 223 parking spaces

Recommendation

For Both Alternatives:

- Reduce speed limit to 20 mph
- Maintain speed bumps between McLoughlin & Fourth Plain, add speed cushions between 16th & 45th as appropriate
- Remove traffic circle at 24th, maintain pedestrian refuges at 41st & 44th
- Plant additional street trees
- Maintain existing crosswalks, add crosswalks as appropriate

Recommendation

For Both Alternatives:

- Provide bike boxes for southbound sharrows at signalized intersections (where applicable)
- Ensure protection for bike lane fits the neighborhood context while being low maintenance
- Monitor & evaluate project performance, making adjustments as necessary

Recommendation

- City cannot make improvements to private property that are unavailable to the public at large
- Look at opportunities to improve alley accesses
- Add loading zones on side streets for USPS delivery and other service providers
- Add ADA parking spaces in residential areas

Next Steps

Implement Council directed alternative with repaving projects:

- 2020: 15th – 33rd
- 2021: 33rd – 45th & Columbia Way – 15th
- Conduct outreach process for neighborhood greenway on Daniels and other west side bike routes as funding becomes available (likely 3 – 5 years or more)

Questions and Discussion

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jennifer.campos@cityofvancouver.us or 360-487-7728

Rebecca Kennedy, Long Range Planning Manager
Rebecca.Kennedy@cityofvancouver.us, 360-487-7896