January 24, 2022

WORKSHOPS

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

View the CVTV video recording, including presentations and discussion, for workshops at: https://www.cvtv.org/vid_link/34241?startStreamAt=0&stopStreamAt=4778.

4:00-4:30 p.m. Clark County Buildable Lands Report

Bryan Snodgrass, Principal Planner 360-487-7946

Summary
City staff provided Council with an overview of the Clark County Vacant and Buildable Land Model, County Buildable Lands Report, and implications for Vancouver.

4:30-5:00 p.m. Commercial Corridors Strategy - Evergreen and Grand Boulevards

Bryan Snodgrass, Principal Planner 360-487-7946; Becky Coutinho, Associate Planner, 360-487-7899

Summary
Staff provided Council with an update on the Evergreen and Grand boulevards Commercial Corridor Strategy in advance of future Council action.

5:00-6:30 p.m. Interstate Bridge Replacement Project Update

Katherine Kelly, Senior Transportation Policy Advisor, 360-487-7947

Summary
Staff provided Council with an update on the Interstate Bridge Replacement Program, including an overview of current design considerations and options.

6:00-6:15 p.m. Executive Session re: Pending Litigation

Mayor McEnerny-Ogle announced the Council would be entering executive session from 6:00-6:15 p.m. for the purpose of discussing pending litigation.

REGULAR COUNCIL MEETING

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

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

https://www.cvtv.org/vid_link/34243?startStreamAt=0&stopStreamAt=4832.

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. This meeting was conducted remotely over video conference.

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

Absent: None

Approval of Minutes

Minutes - January 3, 2022

Motion by Councilmember Harless, seconded by Councilmember Perez, and carried unanimously to approve the meeting minutes of January 3, 2022.

Minutes - January 10, 2022

Motion by Councilmember Stober, seconded by Councilmember Fox, and carried unanimously to approve the meeting minutes of January 10, 2022.

WALK-ON ITEM: Increasing the spending limit on contract C-91441 to support the purchase of replacement vehicles for three fire engines/ pumpers from Cascade Fire & Safety (Staff Report 009-22 -attached)

Mayor McEnerny-Ogle noted staff had requested Council consider the addition of a walk-on item to the Consent Agenda to approve increased spending on a contract for the purchase of fire engines/pumpers.

Motion by Councilmember Paulsen, seconded by Councilmember Harless, and carried unanimously to amend the Consent Agenda to add consideration of Staff Report 009-22 (attached).

Community Communication (Items 1-5)

Mayor McEnerny-Ogle opened Community Communication and received the following testimony:

- Glen Yung, Vancouver, spoke regarding Item 1 and asked what recourse the City has when a contractor does not meet the apprenticeship goals of a contract.
- Kimberlee Elbon, La Center, Washington, stated she opposes all Council actions if the City is a member of the ICLEI and requested Council hold its meetings in-person.

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

Ryan Knox, Senior Civil Engineer, clarified that the City does have a mechanism for issuing a monetary penalty to contractors who fail to meet the apprenticeship requirements of a project. In the case of this project, the contractor had provided evidence of a good faith effort to acquire apprenticeship labor and records from the union in response stating no apprentices were available, and therefore staff had waived the penalty.

Consent Agenda (Items 1-5)

Council requested Item 1 be pulled for discussion.

Councilmember Stober noted he had shared concerns with staff regarding water buildup along Columbia at some of the ADA ramps and asked about the process for resolving this.

Ryan Lopossa, Streets and Transportation Manager, stated pavement management staff would be inspecting this issue this week and determining how to remedy any drainage issues. He noted the ramps are not a part of this specific contract and should not necessarily hold up acceptance of construction.

Councilmember Stober stated he also has concerns regarding the consistency and transition of the bike facilities along Columbia and the need to better communicate to drivers where they are sharing the road with cyclists.

Mr. Lopossa stated the project had followed national standards pertaining to the bike facilities along the corridor, which include some traffic-related thresholds. But given these concerns, staff would evaluate whether changes might be needed to create more consistency.

Councilmember Hansen asked whether the project to install protected bike lane infrastructure would be moving forward soon. Mr. Lopossa stated there had been some delays with this project related to obligation of grant funds, but the project is currently out for bid and would be moving forward soon.

Motion by Councilmember Stober, seconded by Councilmember Fox, and carried unanimously to approve the Consent Agenda, including the walk-on item.

1. Columbia Street Paving Project, construction acceptance and release of retainage

Staff Report 004-22

Summary

Granite Construction Company, of Vancouver, Washington, has satisfactorily completed the subject improvements in accordance with the plans and specifications. The original construction contract bid amount was $1,477,167.50. Final construction costs were $1,305,883.69, a decrease of approximately 12% from original bid amount. The decrease in costs were due to a decrease in flagging hours and asphalt required to complete the project.

Apprenticeship Utilization goal of 4% was not met with under 1% of qualified working hours delivered by apprentice employees. Granite delivered 4 hours of the required 151 hours. Granite is a union contractor, and their sole source of apprentices is the Laborers International Union of North America, Local 335 (LiUNA #335). Granite made multiple apprentice requests to LiUNA #335, before and during the project. During the time Granite needed apprentices, LiUNA #335 did not have any available apprentices to dispatch. Granite provided City staff with documentation from LiUNA #335 confirming the requests.

Request: Accept the Columbia Street Paving Project as constructed by Granite Construction Company, of Vancouver, Washington, and authorize release of the retainage in the amount of $65,294.18, subject to receipt of all documentation required by law.

Ryan Knox, Senior Civil Engineer, 360-487-7761

Motion approved the request.

2. **Existing Professional Services Agreement For On-Call services - Pearson Airport – "Not to Exceed" Limit Increase**

Staff Report 005-22

Summary

The City of Vancouver uses on-call contracts for the provision of engineering and other professional services. On-call contracting allows the City Council to approve one master contract to be executed with a consultant that establishes a fee schedule and a general scope of work. Once the master contract is established, staff can quickly and efficiently employ the consultant using administrative task orders that are scope specific and overall fee specific using the conditions of the master contract. The on-call contracts are typically time limited (up to 5 years) and have a "not to exceed" spending limit for the sum total of all task orders.

In July of 2018, after a competitive process, City Council awarded an on-call contract with Century West Engineering. Century West has specific past experience at Pearson Field Airport designing and managing capital improvements, and similar experience at other local airports. The Century West team also has extensive experience with the applicable regulating office of the FAA, which has been crucial in getting the capital improvement grants the City recently received. In 2018 and 2019, 90% of the design costs from this contract were reimbursed by the FAA through grants. In 2020 and 2021,100 percent of costs were reimbursed.

Although there is 11/2 more years in the approved master contract duration, the City is very close to reaching the maximum allowable contract expenditure of $950,000 as approved by City Council in 2018. This proposal is to raise the "not to exceed" limit on the master contract by $250,000 to $1.2 million so the master contract can continue to be used for the remaining contract duration.

Request: Authorize the City Manager or designee to execute a contract amendment to Century West Master on-call contract C-90272, increasing the "not to exceed" expenditure limit from $950,000 to $1,200,000.

Dan Swensen, Construction and Engineering Manager, 360-487-7754

Motion approved the request.

3. **Bid Award for the Broadway Corridor Improvements Project Phase 2 (072822), per Bid #21-36**

Staff Report 006-22

Summary

The Broadway Corridor Project Phase 2 is being constructed as part of the Pavement Management program. This project involves paving with hot mix asphalt on Broadway from E. 6th Street to E. 13th St. It also involves replacing and upgrading existing sewer and water main. In addition, more than 100 linear feet of sidewalk and 18 existing curb ramps will be upgraded to current ADA standards along the corridor.

This is the second phase of a two-phase corridor improvement project. The first phase of this project was constructed in 2021. That phase extended from from E. 13th Street to McLoughlin Blvd.

On January 4, 2022, the City received four bids for the subject project. The bids ranged from $2.1 to $2.7 million dollars. The low bidder was responsive. The bids are as follows:

SUMMARY OF BIDS	
BIDDER	***AMOUNT***
Catworks Construction, Vancouver, WA	*$2,100,700.96*
Nutter Corporation, Vancouver, WA	*$2,470,899.64*
McDonald Excavating, Inc., Washougal, WA	*$2,606,106.65*
Advanced Excavating, Kelso, WA	*$2,761,509.24*
Engineer's Estimate	*$2,100,000.00*

There is a minimum apprenticeship goal of 4% of the utilized labor hours for this project. Catworks Construction of Vancouver, Washington has submitted an Apprenticeship Utilization Plan to meet or exceed this goal by using approximately 200 hours of apprentice time of the estimated total of 3,530 applicable labor hours for the project.

Request: Award a construction contract for the Broadway Corridor Improvement Project Phase 2 to the lowest responsive and responsible bidder, Catworks Construction, Vancouver, Washington, at their bid price of $2,100,700.96, which includes applicable Washington State sales tax, and authorize the City Manager or designee to execute the same.

Chris Sneider, Senior Civil Engineer, 360-607-3926

Motion approved the request.

4. **Waiver of monetary sanctions and authorization for settlement of litigation**

Staff Report 007-22

Summary

In 2017, attorney Debra Quinn filed a lawsuit against the City of Vancouver et. al. In 2019, the City of Vancouver rescinded Ms. Quinn's authorization to act as an attorney on its behalf and lodged a complaint against Ms. Quinn with the Washington State Bar Association. In 2021, a United States District Court Magistrate Judge issued a report and recommendation imposing monetary sanctions against Ms. Quinn. An Article III United States District Court Judge partially adopted these recommendations and imposed monetary sanctions against Ms. Quinn, ordering that she pay the City of Vancouver $50,843.66 plus interest. The City's former insurance companies have since decided to resolve pending litigation with Ms. Quinn through a cash settlement funded exclusively by the City's former insurance companies. The total value of the proposed cash settlement is estimated to be less than the attorney fees Ms. Quinn has incurred to date and also less than the expense of litigating the case to a verdict in a multi-week federal trial.

Chapter 3.25 of the Vancouver Municipal Code allows the City Manager to request approval from the City Council to waive amounts exceeding $25,000 owed to the City of Vancouver, provided that final authorization for the waiver of judicially imposed sanctions remains subject to approval of the U.S. District Court. The City Manager hereby requests that the City Council approve waiver of the $50,843.66 plus interest owed by Ms. Quinn to the City of Vancouver in consideration for settlement of this litigation.

Request: On Monday, January 24, 2022, authorize the City Manager to execute all documents necessary to resolve the case Debra Quinn v. City of Vancouver, et. al. through settlement on substantially the terms set forth above. Approve the City Manager's recommendation to join in requesting waiver and collection of $50,843.66 plus interest in the form of monetary sanctions owed by Debra Quinn to the City of Vancouver by Order of the United States District Court.

Colleen Kinerk, External Legal Counsel of Record for City of Vancouver in the matter of Debra Quinn v. City of Vancouver, et. al.

Motion approved the request.

5. **Approval of Claim Vouchers**

Request: Approve claim vouchers for January 24, 2022.

Motion approved claim vouchers for January 24, 2022, in the amount of $8,855,707.98.

Public Hearings (Item 6-7)

6. **Amendments to VMC Title 10.05, Pearson Field Airport**

Staff Report 195A-21

AN ORDINANCE relating to the aviation advisory committee, amending Sections 10.05.040 and 10.05.050 of Vancouver Municipal Code; providing for savings, severability, and an effective date.

Summary
Staff regularly proposes code updates, clarifications, and changes as needed.

For VMC Title 10.05, staff is proposing the following changes:

- *VMC 10.05.040 (A) (Aviation Advisory Committee - Purpose):*
  - *Clarify that the Aviation Advisory Committee shall advise on aviation-related issues affecting the City of Vancouver.*
- *VMC 10.05.040 (B) (Aviation Advisory Committee - Members - Appointment):*
  - *Remove redundant " …. subject to exception …." language.*
- *VMC 10.05.040 (C) (Aviation Advisory Committee - Terms):*
  - *Correct length of terms for initial Aviation Advisory Committee. members*
- *VMC 10.05.050 (Grants):*
  - *Clarify language to recognize federal, state, or local grant*

opportunities.

Request: On Monday, January 24, 2022, subject to second reading and public hearing, approve the ordinance.

Dan Swensen, Construction and Engineering Manager, 360-487-7754

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

Dan Swensen, Construction and Engineering Manager, provided an overview of the proposed VMC amendments and the history of the Council's review of this issue.

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

Motion by Councilmember Stober, seconded by Councilmember Hansen, and carried unanimously to approve Ordinance M-4362.

7. **A Resolution expressing the City Council's support for Proposition 2, which would increase property taxes to fund fire and emergency services, equipment and facilities in the City of Vancouver**

Staff Report 008-22

A RESOLUTION expressing the City Council's support for Proposition 2, which, if approved by voters, would increase property taxes to fund improvements to fire and emergency services in the City of Vancouver.

Since 2016, the Vancouver Fire Department (VFD) has been unable to achieve the response time level of service in the City's adopted standard of cover, particularly for priority 1 and 2 calls. This performance shortfall is a result of community growth, which has resulted in increased calls for service while staffing has remained static at a level below that before the great recession of 2008. In 2020, the total call volume was 32% higher than 2016, with 8 fewer firefighter line staff than 2008. In recent years, the City has relied on seeking system efficiencies as well as call prioritization to address these growth pressures.

Currently, VFD is not meeting adopted service level standards for response times to priority 1 and 2 EMS calls and response times to full alarm structure fires. In addition, level of service gaps include limited surge capacity and system response resiliency, firefighting effective force and *truck apparatus coverage.*

To address this, Vancouver Fire has outlined a proposal to the City Council to help address deficiencies in response times by adding one new fully staffed ladder truck, staffing one new and two existing squad vehicles on a 24/7 schedule, and fortifying staffing at the new Fire Station 11. Over the last several years, several workshops were held with City Council outlining the capital needs of the city's fire and emergency capital facilities. City Council voiced its desire to add a request to the voters to address the fire and emergency operating and capital facility needs on a pay-as-you-go basis on the ballot proposition with the goal of improving fire response times.

At the November 22, 2021, Council meeting, City Council directed staff to prepare a resolution to put a permanent levy lid lift request before voters during the February 2022 special election to increase the City regular levy by $0.50 per $1,000 of assessed value in addition to the annual increase of 1% authorized by the Washington State law.

On December 6, 2021, the City Council adopted resolution Resolution M-4155 and submitted a perma~~e~~nant levy lid lift proposition to registered voters residing in the City at the February 8, 2022 Special Election. This proposition would fund only fire and emergency services, including additional firefighters, equipment, and construction and seismic retrofitting of facilities to improve response times. If approved, this proposition would increase the City's levy regular property taxes by $0.50/$1,000 of assessed value, not to exceed $2.56/$1,000 for collection in 2023.

If approved by voters, the proposed levy lid lift increase is anticipated to cost an owner of a $440,000 house a total of $220 more per year in City taxes, or approximately $18 more per month.

Request: Following a public hearing, adopt a resolution supporting Proposition 2.

Natasha Ramras, Chief Financial Officer, 360-487-8484; Brennan Blue, Vancouver Fire Chief, 360-487-7201; Taylor Hallvik, Assistant City Attorney, 360-487-8500

Taylor Hallvik, Assistant City Attorney, provided an overview of the proposed resolution.

Mayor McEnerny-Ogle opened the public hearing and received the following testimony:

- Peter Bracchi, Vancouver, stated the City has not managed fire and rescue resources responsibly and spoke in opposition to the City requesting public approval to increase property taxes to provide additional resources.

- Wynn Grcich, Vancouver, spoke in opposition to the proposed levy lid lift.

There being no further testimony, Mayor McEnerny-Ogle closed the public hearing.

Councilmember Perez noted there had previously been a report urging improvements to fire and EMS services and to address disparity of service to and treatment of racial minorities. She suggested the Council consider adding recitals to the resolution that would acknowledge that need to improve equity and achieve diversity in hiring practices.

Councilmember Fox stated she would support the addition of those statements to the resolution.

City Manager Eric Holmes suggested the addition of two clauses as follows:

"WHEREAS, the City of Vancouver Fire Department is committed to improving equitable outcomes for community members, including racial minorities, women, disabled individuals, and those experiencing poverty; and"

"WHEREAS, the City of Vancouver is committed to increasing diversity of its workforce, and seeks out opportunities to support a diverse pool of applicants for vacant positions city wide, including in Vancouver Fire."

Motion by Councilmember Perez, seconded by Councilmember Fox, and carried unanimously to amend the resolution to include the addition of the two recital clauses as proposed by the City Manager.

Vancouver Fire Chief Brennan Blue noted staff would be prepared in the near future to provide Council with an update on that equity report and changes that have been made.

Motion by Councilmember Hansen, seconded by Councilmember Paulsen, and carried unanimously to adopt Resolution M-4163 as amended.

Communications

A. From the Council

B. From the Mayor

C. From the City Manager

Adjournment

7:50 p.m.

Anne McEnerny-Ogle, Mayor

Attest:

Natasha Ramras, City Clerk

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

WALK-ON

Staff Report 009-22

TO: Mayor and City Council

FROM: Eric Holmes, City Manager

DATE: 1/24/2022

SUBJECT Increasing the spending limit on contract C-91441 to support the purchase of replacement vehicles for three fire engines/pumpers from Cascade Fire & Safety

Key Points

- Three existing fire engines/pumpers need to be replaced earlier than originally anticipated due to higher than expected utilization.
- Price for each unit is set to increase by $20,000 after February 1, 2022.
- The current contract with Cascade Fire & Safety is not capable to accommodate the purchase, so the total not to exceed amount needs to be increased.
- Staff is requesting a contractincrease of $2,500,000 to be added for the remainder of the contract ending December 10, 2023.
- There is sufficient capacity in the 2021-2022 biennial budget for this capital replacement

Strategic Plan Alignment

Goal 2: Provide effective, innovative and well-resourced police, fire and emergency medical services.

Present Situation

Three existing fire engines/pumpers were scheduled to be replaced after this biennium. Due to higher than anticipated utilization, units 50, 60, and 61 need to be replaced ahead of the schedule. The remaining balance left on this contract is not sufficient to support this purchase. Staff is requesting to increase the limit on the contract by $2,500,000 to support this purchase through the remaining duration of the contract. The reason for the urgency is due to a scheduled contract price increase per unit of $20,000 on February 1.

The fire engines/pumpers purchased with this contract are specialized equipment and have a fifteen year lifecycle.

Advantage(s)

1. Will avoid a price increase of $20,000 per fire engine/pumper.
2. All three units are replacement units for current equipment.

Disadvantage(s)

None

Budget Impact

The vehicle capital budget to be utilized to support this purchase is sufficient in 2021-2022. The repair, replacement schedule and the resulting annual funding rates will be amended to accommodate the earlier purchase of the units during the budget process for development of the 2023-2024 Biennial Budget.

Prior Council Review:

None

Action Requested:

Approve an increase of $2,500,000 to the authorized amount of the Contract with Cascade Fire & Safety for the purchase of fire engines/pumpers.

Dan Zenger, Equipment Services Manager, 487-8205

Peter Bracchi Jan 24, 2022, Vancouver City Council

Navigation Center Excess Emergency Calls

VPD proposal for Police on Site, Dec 7, 2017

VPD PRESENCE: From November 11-24 2019, VPD will have a daily presence at the Center to help with security and code of conduct rules.

From: St. Louis, Jackie <Jackie.StLouis@cityofv Open with

Sent: Thursday, October 31, 2019 2:47:07 PM

To: St. Louis, Jackie <Jackie.StLouis@cityofvancouver.us>

Subject: Navigation Center Update

Dear Community Members,

I'd like to provide you with an update on upcoming changes at the Navigation Center.

Share has notified the City that, as of January 31, 2020, they will no longer serve as the Navigation Center operator. Share staff will continue working at the center through the end of January and the City is developing a plan for operations moving forward, including issuing an RFP for a new operator. We'd like to thank Share for their work over the past year at the day center and we will continue to work together in the future on our shared goal of helping to address the needs of our community.

We acknowledge that, when the day center closes at 5 p.m., we are still faced with the fact that day center participants do not have a place to go for the night and this continues to have an impact on the neighborhood¾the lack of overnight shelters and housing is a serious issue that our community continues to face. But please know that we are committed to operating the Navigation Center in a way that respects you, as neighbors and business owners in the area, while also providing our homeless residents with vital assistance and access to the services they need.

The City is currently working on a number of projects and changes at the Navigation Center to take effect as of November 11:

- ENCLOSED OUTDOOR AREA: Fencing will be installed to enclose the outdoor area at the front of the building. This area will no longer be accessible from outside the building.
- SINGLE POINT OF ENTRY: The only entrance door will be the door on the main parking lot side of the building.
- ID CARDS: An ID card system was recently implemented by Share. This system will continue to be utilized and serve to control access in and out of the building. All day center participants are required to obtain an ID card to enter the facility.
- REQUIRED CHECK-IN PROCEDURE: The reception desk will be moved to face the entrance door. All day center participants will be required check-in at the reception desk before being allowed to enter the facility.
- NEW CODE OF CONDUCT: A new code of conduct for all day center participants will be enforced. A staff member will review the code of conduct with the participant, who must acknowledge and sign the document, during the check-in process and before an ID card is issued.
- NO LOITERING OUTSIDE BUILDING OR IN PARKING LOT: A no loitering rule will be enforced in the parking lot and outside the building.
- VEHICLE PARKING: If a day center participant wishes to park a vehicle in the parking lot while visiting the day center, they must register their license plate number during the check-in process. Any vehicles in the parking lot that are not registered will be towed.
- CLEANING: A complete cleaning of the building interior will be done November 8-10. Note: In order for the cleaning, fencing, and desk reconfiguration to occur, the Navigation Center will be closed from November 8-10
- NEW BUILDING & GROUNDS MANAGEMENT: City staff will assume oversight and management of the facility and grounds effective mid-November.
- VPD PRESENCE: From November 11-24, VPD will have a daily presence at the Navigation Center to help with security and code of conduct rules.

I will be available to discuss these changes and answer questions at the Dec. 10 community meeting at the Navigation Center. I look forward to seeing you there.

Thank you.

Sincerely,

Jackie K. St. Louis, MSC, LMHC, MHP
Homeless Resource Manager

Vancouver WASHINGTON

Open with

VANCOUVER POLICE DEPARTMENT

James P. McElvain, Ph.D.
Chief of Police

CITY OF VANCOUVER POLICE DEPARTMENT WA

OFFICE CORRESPONDENCE

DATE:	December 7, 2017
TO:	Peggy Sheehan, Community Development Manager, Public Works Department
FROM:	Commander Dave King, Police Department, Patrol Division
RE:	**Impact of move from current Day Center to proposed site**

The Vancouver Police Department (VPD) has reviewed the City of Vancouver Day Center Relocation proposal located at 2018 Grand Blvd. The below information has been provided to address community concerns raised regarding the relocation proposal being submitted by the City.

The current day center located at 1600 W. 20th Street (Friends of the Carpenter) has been operating since 2015. The current day center averages two calls for police service per month. Those calls are not solely crime reports but include all calls for service, (i.e. area & building checks). The calls for service in the adjoining neighborhood did not increase significantly as a direct result of the day center. The citizens who frequent the day center receive a tangible benefit from the resources and services provided.

The Vancouver Police Department currently has a high visibility in the proposed relocation site, due to the major thoroughfares of Grand Blvd and Fourth Plain. A proposed office space for VPD officers inside the day center would enhance the police presence and contribute toward a community policing model. The assigned Neighborhood Police Officer (NPO) will address livability and crime concerns in coordination with the assigned police patrols.

An expressed community concern was the potential for camping in the area of the day center. The current City ordinance controls camping hours and locations. The Vancouver Police Department will continue to respond to any complaints of unlawful camping as our staffing resources allow. The City of Vancouver also has an ordinance that prohibits the blocking of sidewalks which would also be enforced if the situation presented itself. The proposed day center would have storage facilities available to participants which should reduce the storage of personal property in public spaces. .

VPD does not anticipate any significant impact to public safety if the current day center is moved to the proposed site on Grand Blvd. site.

Respectfully

1167

Commander Dave King
Vancouver Police Department

Fires Under High Transmission BPA Power Lines along BBC in Homeless Camps
Excess Emergency Calls Just a few Examples

Mar 29 2018 Danger of Fire
Sept 14, 2018 Fire Arnold Park https://photos.app.goo.gl/fK3aXYHFVQtn1TDm9
Aug 16th 2020 Fire SR500 Wetlands https://photos.app.goo.gl/Wx8h73tHS5FaCWoA9
Nov 29th, 2021 City Sponsored Camp Fire https://photos.app.goo.gl/4tS6MthxnobCo1sYA



From: Arthurs,Neil E (BPA) - NNT-MODD [mailto:nearthurs@bpa.gov]
Sent: Thursday, March 29, 2018 10:54 AM
To: Luse, Doug
Cc: Dostert,Dawneen M (BPA) - TERR-ROSS MHQA; West,Kevin L (BPA) - NNT-MODD
Subject: Homeless Person Harassing City Employees

Lt. Luse,

I was contacted by one of BPA's Realty Specialists, Dawneen Dostert, who covers our Clark County area. Dawneen advised me of a situation just east of St. James road where a transient camping on BPA-owned right-of-way has been harassing and threatening city workers. Apparently this has occurred on a few occasions as noted below by Tim Esary. I realize that VPD doesn't have resources to chase down all the homeless people camping on private, city, county, or federal property, but this particular issue is one we'd like to address given the behavior of the individual and risk to public safety. Other things to think about regarding situations of this nature:

- It becomes a safety issue for BPA line crews or vegetation management personnel if they have to respond and get into an area populated by transients.
- Transients camping often build fires, which poses a potential risk for a fire to burn out of control.

- Smoke is also a conductor. If a transient makes a fire under a high voltage transmission line, there's a good possibility of electricity traveling from the line to the ground via the smoke. This creates a serious public safety risk of seriously bodily injury or death.

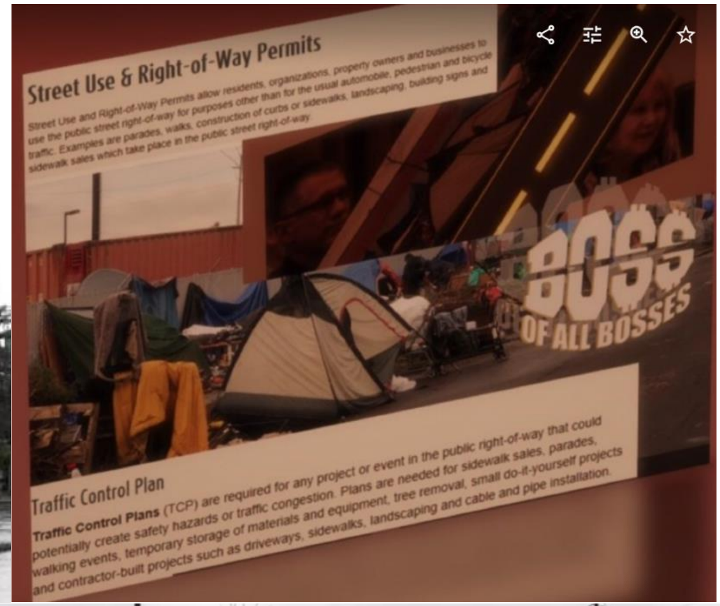
In the past, physical security specialists on my team have coordinated to meet with law enforcement and make contact with homeless personnel, giving them notice to vacate and trespassing them from the BPA-owned property. Although members of my team are credentialed as Federal Officers, we do not have law enforcement authority through the Dept. of Energy, only investigative authority. Therefore, we rely on working with local law enforcement in these types of situations.

If we can obtain assistance from VPD to check the area, evict and trespass this individual from the area, please let me know.

Neil E. Arthurs
Manager, Physical Security
NNT-MODD, Office of Security & Continuity of Operations
U.S. Department of Energy | Bonneville Power Administration

Page 1 / 3

Share Vancouver Autonomous Zone https://photos.app.goo.gl/mTaZHtwTCbzkrm8q7
Excess Emergency Calls



From:	City Council
To:	Delapena, Amanda
Subject:	FW: January 24, 2022 council meeting
Date:	Monday, January 24, 2022 12:54:27 PM

Amanda Delapena

LEARN ABOUT VANCOUVER'S COVID-19 RESPONSE HERE

-----Original Message-----
From: Kimberlee Elbon <return_the_rengo_children_now@aol.com>
Sent: Monday, January 24, 2022 11:39 AM
To: City Council <council@cityofvancouver.us>
Subject: January 24, 2022 council meeting

CAUTION: This email originated from outside of the City of Vancouver. Do not click links or open attachments unless you recognize the sender and know the content is safe.

Kimberlee Elbon
La Center, Washington
98629
360 593-6878

I DEMAND the Vancouver City Council to be TRANSPARENT and show WHEN ALL of Clark County ARE MEMBERS of the ILLEGAL UNITED NATIONS entity the ICLEI - Local Governments for $u$tainability !$!$ It has been over a month since Our last request !!!

In My opinion - ALL MATTERS brought before an ILLEGAL COUNCIL would be null and void !!!

GOD AND HIS PEOPLE WIN over evil doers and I'm suggesting a REVOLUTION - YES A REVOL by THE PEOPLE and FOR THE PEOPLE !!!

Get this City Council, the Health Department, C C Managers etc. to COMPLY TO THE MINI PETITION by THE PEOPLE and EXPELL FROM THE ICLEI membership NOW !!!

You PAY MEMBERSHIP DUES to the ICLEI - how much and show records.

You Will no longer HIDE in ZM - WE WILL ASSEMBLE !!!

Search deep into Your Spirit and THE TRUTH WILL MAKE YOU FREE

in$lee hasn't been in the State for over a month and half. He made two ILLEGAL VETO$ which are felonies !!!

WE NO LONGER TRUST YOU and WILL ACT ACCORDINGLY AMEN

UN MUZZLE THE CHILDREN NOW !!! No bs that You have no control -
bs !$!$

WE REMEMBER OUR HISTORY -
STAND UNITED WITH US or fall divided - GOD WINS AMEN

Sent from my iPhone

From:	Bob ortblad
To:	Stober, Ty; Hansen, Bart; Paulsen, Erik; Fox, Sarah; Perez, Diana; Harless, Kim; City Council; Planning Commission; Kennedy, Rebecca; Holmes, Eric; Kelly, Katherine
Subject:	Vancouver Interchange
Date:	Saturday, January 22, 2022 11:41:03 AM
Attachments:	Bridge.pdf Tunnell.pdf PastedGraphic-8.pdf

Vancouver City Council

The IBR high bridge options at the Columbia riverbank need to come down 100 feet. This required a massive new $500 million interchange. No elevations or grades are identified on the IBR graphics.

An immersed tunnel will come up at the Columbia riverbank from -20 feet. This will allow it to connect to the current interchange. This will cost less, will be faster to build, and have much less negative impact on Vancouver and the Columbia riverfront.

Immersed tunnel example entrances; Hong Kong has 6 immeresd tunnels, Sydney has 2 immersed tunnels.

Respectfully
Bob Ortblad MSCE, MBA

From:	Joseph Cortright
To:	Bob ortblad
Cc:	Stober, Ty; Hansen, Bart; Paulsen, Erik; Fox, Sarah; Perez, Diana; Harless, Kim; City Council; Planning Commission; Kennedy, Rebecca; Holmes, Eric; Kelly, Katherine
Subject:	Re: Vancouver Interchange
Date:	Saturday, January 22, 2022 11:58:55 AM

Bob:

Thanks for sharing this.

I hope you will continue to press IBR on the ramps/grades. They should be made to use their model to produce an elevation view as seen from ground level in and around downtown Vancouver.

Joe

On Sat, Jan 22, 2022 at 11:41 AM Bob ortblad <r.ortblad@comcast.net> wrote:

> Vancouver City Council
>
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>
> Respectfully
> Bob Ortblad MSCE, MBA

--
Joe Cortright
503-515-4524

From:	Bob ortblad
To:	Stober, Ty; Hansen, Bart; Paulsen, Erik; Fox, Sarah; Perez, Diana; Harless, Kim
Cc:	City Council; Planning Commission; Kennedy, Rebecca; Holmes, Eric
Subject:	Concrete Lid
Date:	Friday, January 21, 2022 10:38:18 AM
Attachments:	PastedGraphic-3.pdf PastedGraphic-4.pdf

Vancouver City Council

The Interstate Bridge Replacement Program has sent $30 million in its short 18-month existence and produced two bridges designs.

The Two-Bridge design is a recycled copy of the failed Columbia River Crossing bridge solution. This design will create a massive 200-foot wide, half-mile-long “Vancouver Lid”.

The Stacked-Alignment is IBR’s new design that is worst than the Two-Bridge design. This design is the “Incarnation of Seattle’s Alaskan Way Viaduct”. Its stacked design will reflect and amplify traffic noise to greater than 90 decibels on the river and in Vancouver. The design has brackets on each side of a 500-foot truss. One side bracket will support a 500-ton transit load. The other side bracket’s load will be a few 100-pounds of cyclists and pedestrians. These unbalance loads will put a massive twisting pressure on the truss.

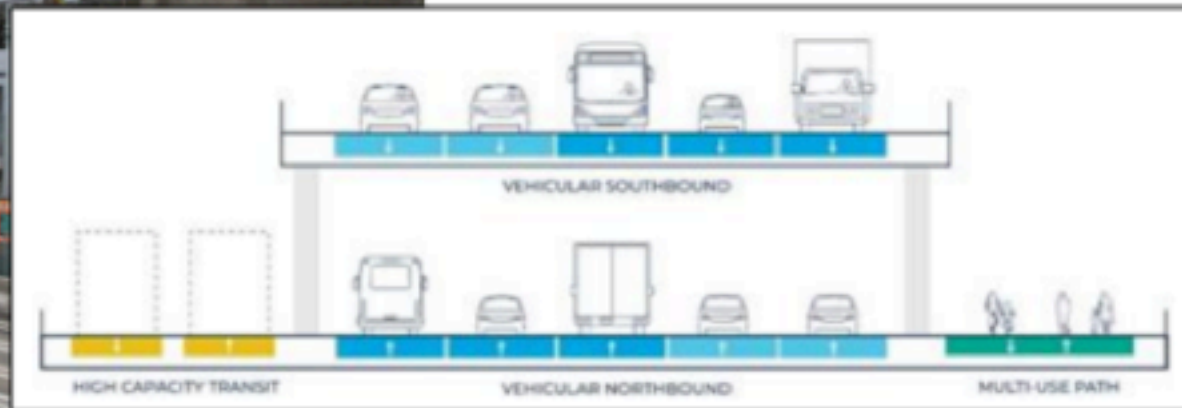
Problems with Stacked-Alignment
https://olis.oregonlegislature.gov/liz/2021I1/Downloads/CommitteeMeetingDocument/250597

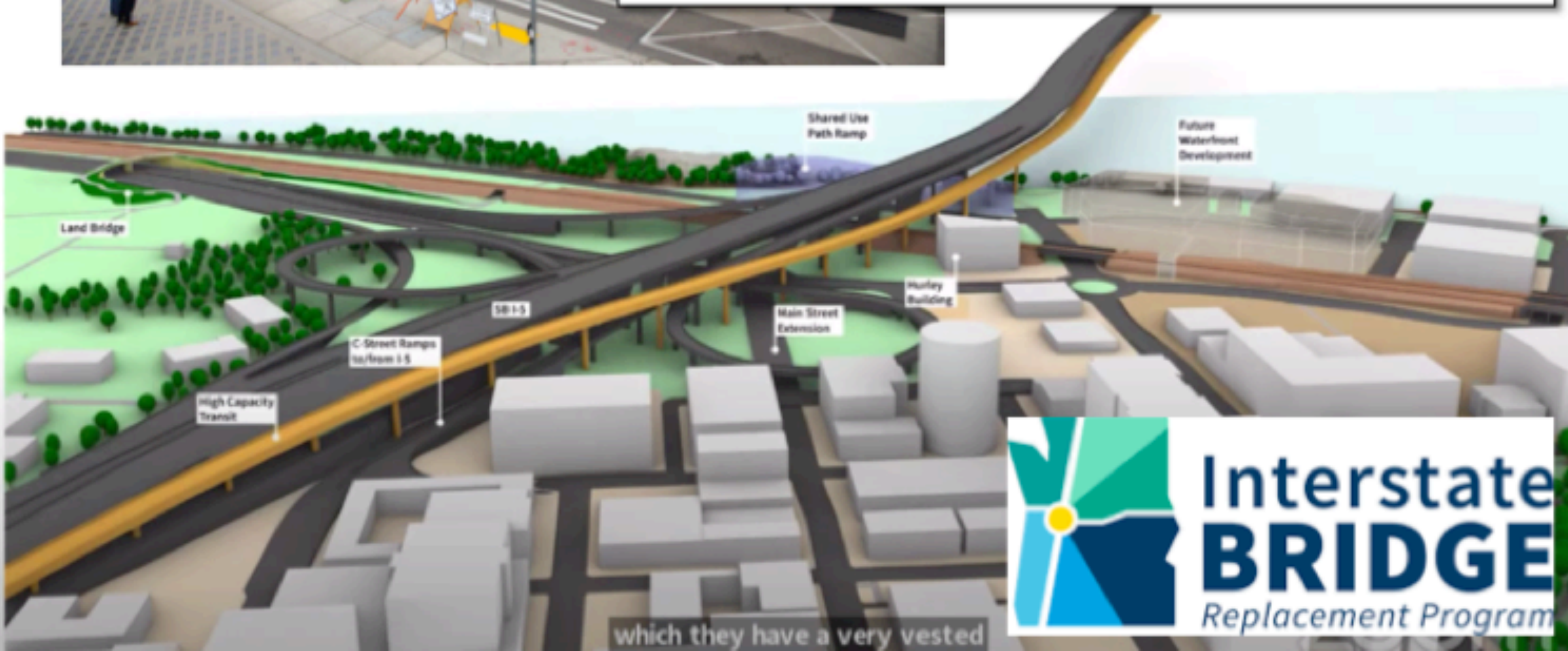
Respectfully
Bob Ortblad MSCE, MBA

Vancouver Lid

Interstate BRIDGE Replacement Program

Alaskan Way Viaduct





Interstate BRIDGE Replacement Program

Strategic Plan Update

February 7, 2022

Vancouver City Council workshop

Aaron Lande, Policy & Program Manager

Presentation Overview

- Background
- Infrastructure to move the work
  - Strategic Plan Advisory Committee
  - Relationship Mapping
  - Stakeholder Interviews
- Planning Process and Timeline
- Strategic Communications
- Questions and Discussion

CITY OF Vancouver WASHINGTON

Background: Strategic Plan

- **Vision Statement**
- **Strategic Plan**
  - Aspirational
  - Single Articulation of Vancouver's vision
- **Comprehensive Plans**
  - Vancouver Comprehensive Plan
  - Parks, Recreation & Cultural Services Comprehensive Plan
- **Operational Plans**
  - Urban Forestry Management Plan
  - Transportation Improvement Plan
- **Key Performance Metrics**
  - Streets paved
  - % Tree canopy
  - DUI arrests

Background: Strategic Plan Update

- Changing demographics and the context of the Strategic Plan in an era of a global pandemic, a reckoning around racial justice, and ongoing growth requires a fresh look

- Defining the connection between the values and focus areas in partnership and collaboration with a diversifying community provides an opportunity for everyone in the City of Vancouver to see themselves in the Strategic Plan

Glossary of Terms

Focus Area – *broad priority topic*

Strategic Goal – *what we are trying to achieve within the Focus Area*

Core Values – *lens that guide the effort*

Considerations – *what we need to keep in mind*

Metrics – *how we demonstrate/measure progress towards Strategic Goal*

CITY OF Vancouver WASHINGTON

Architecture of the Strategic Plan

Core Values

- Livability
- Equity & Inclusion
- Innovation
- Sustainability & Resiliency
- Community Trust & Relationships

Focus Areas

- Transportation and Mobility
- Economic Opportunity
- Human and Social Needs
- Vibrant and Distinct Neighborhoods
- Culture and Heritage
- Safe and Prepared Community
- Connected and Resilient Infrastructure
- High Performing Government

Engagement & Input

High Level Vision — ***Imagining the Future*** — ***Setting Goals and Objectives***

Guiding Values and Focus Areas

City Council

Shared Definitions and Vision

Metrics & Values: key indicators for long-term success

Strategic Plan Advisory Committee (SPAC)

Dept Discussions: Supported by Current and Future Planning

Community Forum: Does this get us where we want to go?

SPAC, Community, City

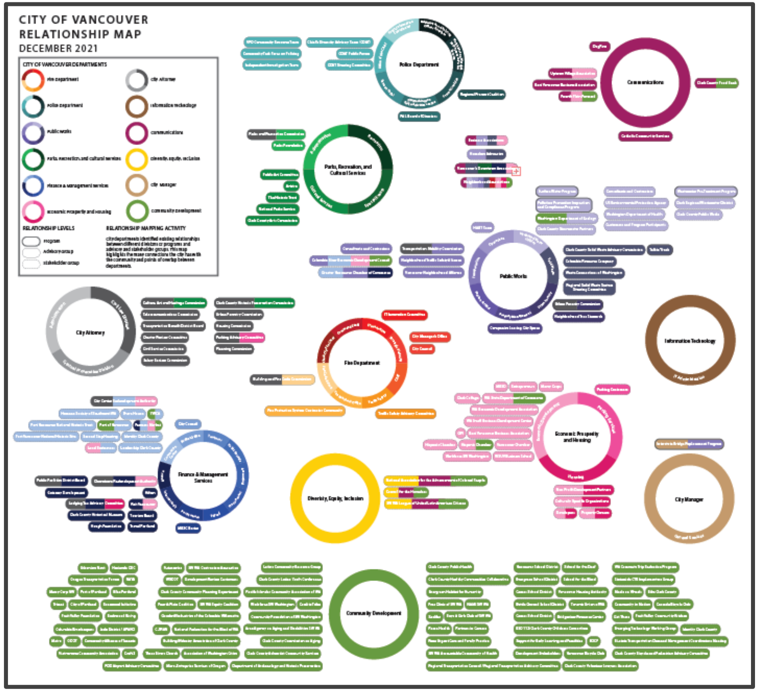
Review and Adoption

City Council

Strategic Plan Advisory Committee

- Select Advisory Council members that reflect the full diversity of Vancouver:
    - Diverse backgrounds
    - Geographic diversity
    - Not the “usual suspects”
- Prioritization of community members who serve as conduits, liaisons and trusted ambassadors for communities across Vancouver
- Process to inform future advisory bodies, boards and commissions

Relationship Mapping



- Understand existing relationships
- Identify key connections across departments
- Inform outreach, engagement and future planning processes connection to Strategic Plan

Stakeholder Interviews

Internal Interviews
Parks, Recreation, and Cultural Services
High Performing Government Group (HR, DEI, Professional Development Training)
Economic Opportunity
Public Works
Safe & Prepared Community (Police and Fire Departments)

Focus areas:

- Community engagement and communication
- Strategic Plan and Strategic Communications Plan awareness, understanding, and involvement
- Important values to include in the Strategic Plan and Strategic Communications Plan

Background: Strategic Communications Plan

Purpose: Create a strategic and responsive plan that will support the City's Strategic Plan and Council priorities using thoughtful and clear communication strategies.

Goals

- Demonstrate value and increase understanding of City services and initiatives
- Foster the city's identity and image through the application of a consistent brand, key messaging, and proactive storytelling
- Equitably engage with and build connections throughout our diverse community
- Identify growth opportunities for City's existing communication practices, programs, and channels

CITY OF Vancouver WASHINGTON

Timeline: September 2021 – July 2022

Sept 2021	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	June	July 2022
Project Kickoff	MLT & Team Meetings				City Council Workshop		City Council Workshop		City Council Workshop	
Strategic Plan Update				SPOC Sunset	SPAC Seated	SPAC #1 Values	SPAC #2 Goals	SPAC #3 Strategy		Plan Adoption
Strategic Communications Plan				Comms "Audit"	Communications Team Workshop		Draft Plan		Final Plan	
Discovery and Materials Review		Initial Analysis and Research	Initial Findings							
		Relationship Mapping								
		Internal City Department Interviews		External Stakeholder Interviews						

Questions and Discussion

- Aaron Lande, Policy and Program Manager
- Aaron.lande@cityofvancouver.us

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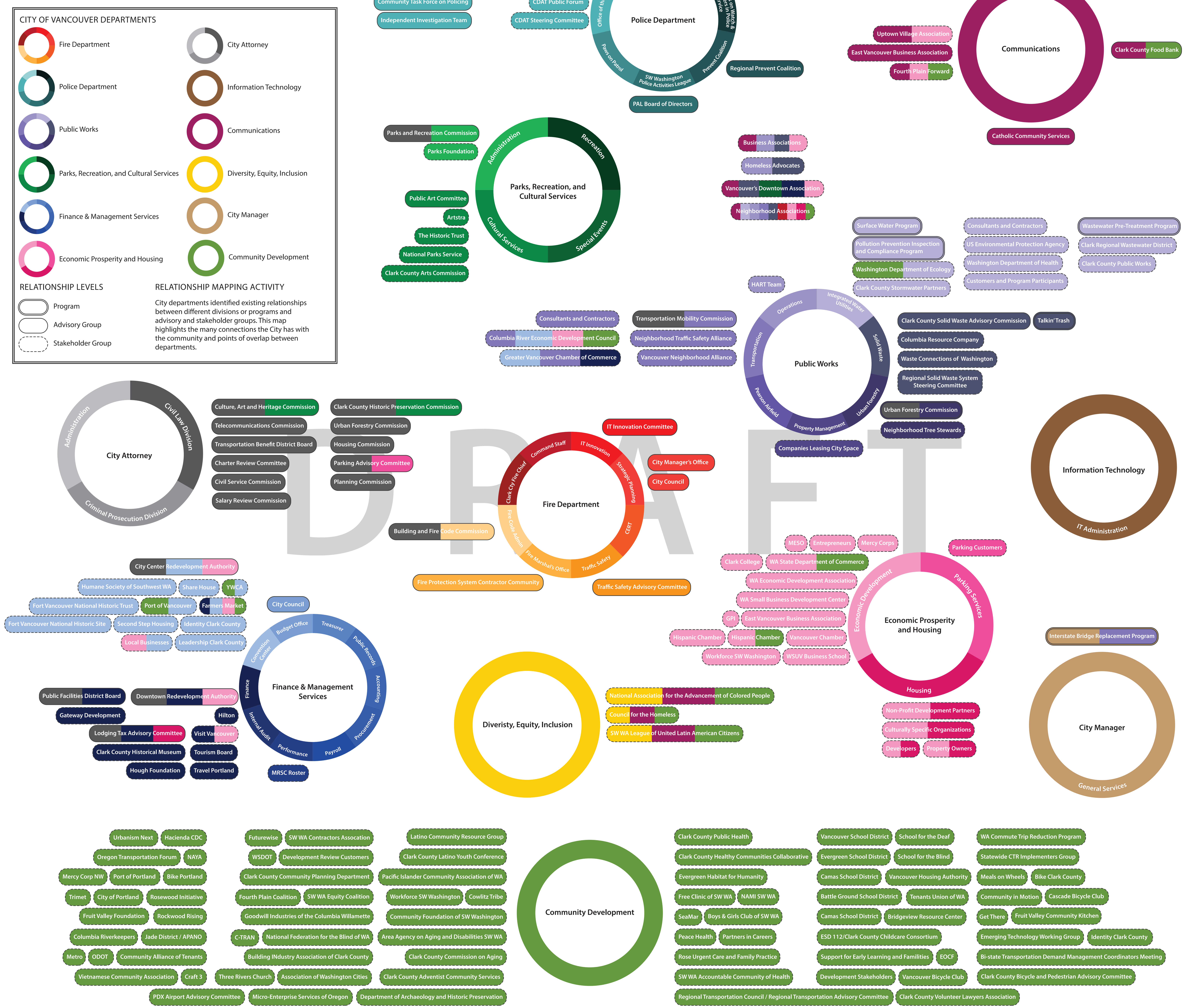
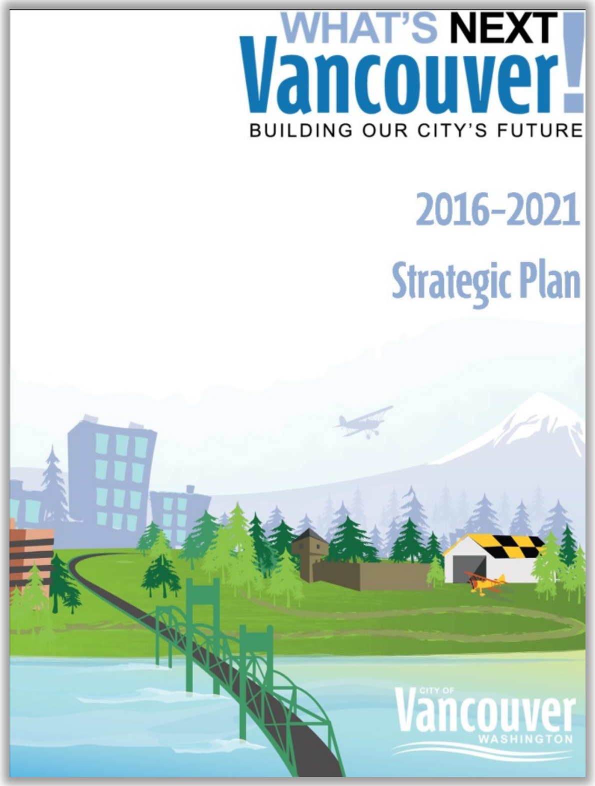
DRAFT CITY OF VANCOUVER RELATIONSHIP MAP
JANUARY 2022




Strategic Plan Update
VANCOUVER CITY HALL
April 12, 2021
Vancouver City Council Workshop
Aaron Lande, Policy & Program Manager
CITY OF Vancouver WASHINGTON

Presentation Overview

- Review Process to Date
- Rough Concept of Strategic Plan Organization
- Council discussion and direction on plan elements
- Next Steps



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Desired Workshop Outcomes

- Provide an overview of the Strategic Plan's overview and elements
- Discuss Vision Statement
- Confirm the Core Values
- Confirm the Focus Areas topics and titles
- Solicit initial feedback on the other elements of the Strategic Plan

Process to Date

- Council retreat – January 15-16
  - Identified organization values
  - Brainstormed near-term and long-term priorities
- Staff interviews with Council re: priorities
- Staff research into similar cities' approach

Glossary of Terms

Focus Area – *broad priority topic*

Strategic Goal – *what we are trying to achieve within the Focus Area*

Core Values – *lens that guide the effort*

Considerations – *what we need to keep in mind*

Metrics – *how we demonstrate/measure progress towards Strategic Goal*

CITY OF Vancouver WASHINGTON

Rough Concept Strategic Plan

Vision

Quality of Life

Core Values

Focus Areas

Strategic Goal

Considerations

Metrics

Vancouver's Vision – Quality of Life

Birthplace of the Pacific Northwest, Vancouver is the heart of southwest Washington, **connecting people and places** throughout the region. The mighty Columbia River is the link to our past and a key to our future. We are a **safe and welcoming city for all ages, incomes, abilities and backgrounds, with proud, unique and vibrant neighborhoods.** We are dedicated to **preserving our heritage and natural beauty** while w**elcoming the opportunities change** brings to our lively metropolitan community. We are the **most livable city** in the Pacific Northwest. Residents and businesses across our city are passionate about **building a thriving, prosperous and sustainable community** together.

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Proposed Core Values

- Affordability
- Equity & Inclusion
- Forward-looking Stewardship
- Innovation
- Community Connection
- Sustainability & Resiliency

CITY OF Vancouver WASHINGTON

Proposed Focus Areas

- Transportation & Mobility
- Economic Opportunity
- Human & Social Needs
- Neighborhood Livability
- Culture & Heritage
- Safe & Prepared Community
- Infrastructure
- High Performing Government

CITY OF Vancouver WASHINGTON

Strategic Goal examples

Transportation & Mobility – All people will have access to a safe and connected transportation system that serves the city's mobility and multimodal transportation needs into the future

Economic Opportunity – We will create economic environments and resources that enable everyone in our community to thrive

Human & Social Needs – We seek to enhance community connectivity, prosocial interactions, quality of life, and health and wellness for all City residents and visitors

Considerations examples

How might we effectively collaborate with agencies, organizations, and the Vancouver community around mobility decision-making?

How might we ensure that our enforcement and justice processes are accountable, fair, equitable, impartial, and transparent?

How might we create equitable access to parks, trails, open space, and recreational opportunities?

CITY OF Vancouver WASHINGTON

Next Steps

- Public Engagement Phase 1
  - Affirmation of Core Values & Focus Areas
- Draft Strategic Goals, Considerations & Metrics for Focus Areas
- Public Engagement Phase 2
  - Community roundtables and open houses to inform Strategic Goals, Considerations & Metrics
- September Council workshop
- Finalize Strategic Plan

City of Vancouver Washington

Questions and Discussion

Aaron Lande, Policy & Program Manager
360-487-8612
Aaron.Lande@cityofvancouver.us

City of Vancouver Washington

MEMORANDUM

DATE: April 12, 2021

TO: Mayor and Council

FROM: Eric Holmes, City Manager

RE: **2021 Strategic Planning Process**

Earlier this year, the Council affirmed development and adoption of a successor strategic plan for Vancouver. The current plan ends at the end of 2021, and the current approach anticipates adoption of a successor plan before the end of the year.

The April 12th extended workshop with Council is intended to:

- Provide an overview of the Strategic Plan's overview and elements
- Discuss Vision Statement
- Confirm the Core Values
- Confirm the Focus Areas topics and titles
- Solicit initial feedback on the other elements of the Strategic Plan

Based on Council's discussion at the retreat, subsequent interviews, and further research into the approach taken by comparable cities, staff recommends the following Core Values and Focus Areas for Vancouver's Strategic Plan as being reflective of the direction desired by the Council.

<u>Core Values</u>

- Affordability
- Equity & Inclusion
- Forward-looking Stewardship
- Innovation
- Community Connection
- Sustainability & Resiliency

<u>Focus Areas</u>

- Transportation & Mobility
- Economic Opportunity
- Human & Social Needs
- Neighborhood Livability
- Culture and Heritage

- Safe & Prepared Community
- Infrastructure
- High Performing Government

In preparation for the January 2021 Council retreat, staff had researched and identified several sample "best practice" Strategic Plans that could serve as a model framework for Vancouver's next plan. The City Council's discussion during the January retreat and subsequent workshop, along with staff interviews with individual councilors, suggests that the Austin Strategic Direction 2023 would serve as a good template for Vancouver's strategic planning process.

[Austin-Strategic-Direction_2023.pdf (austintexas.gov)]

In particular, the City of Austin's use of Strategic Anchors (Core Values in the Vancouver plan) as cross-cutting themes to inform the elements of each Strategic Outcome (Focus Area) is the approach that staff would recommend the City of Vancouver adopts in the development of the next Strategic Plan.

Austin's plan provides context for each Strategic Outcome with a supporting paragraph, which in Vancouver's plan will be the Strategic Goals. Staff will ask the Council to imagine 10 years into the future and consider what they would like to say about the current conditions of each Focus Area. There will be an opportunity during the April 12th workshop to discuss the elements of the Strategic Goals.

Staff would also draw Council's attention to Austin's identification of Challenges (Considerations) the City will need to overcome within each Strategic Outcome. Being mindful up front of the opportunities, challenges, and potential areas of emphasis will allow the Strategic Plan to be both more impactful and enduring. Staff will be looking to the City Council to help identify those Considerations during the April 12th workshop.

Similarly, Austin's decision that the identified Indicators (Metrics) used to evaluate progress reflect their Strategic Anchors is something staff will look to emulate in Vancouver's Strategic Plan. Metrics are critical to the City Council and broader Vancouver community understanding how progress is being made towards the Strategic Goals, allowing the City Council to adjust resources or policy direction accordingly. But Metrics are equally important as a policy direction themselves, alerting staff to what results are most valued. For both these reasons, it is important that the Metrics align with Vancouver's identified Core Values. Staff will be looking for initial feedback on the Metrics during the April 12th workshop.

I look forward to the April 12th discussion and initial direction from Council and reiterate the availability of staff for Council's questions or clarification at any time.

Item #1.

Staff Report 010-22

TO: Mayor and City Council

FROM: Eric Holmes, City Manager

DATE: 2/7/2022

SUBJECT City Hall Generator Project, construction acceptance and release of retainage

Key Points

- The project consisted of adding a new larger generator to run the entire City Hall building in the event of a power outage, leaving the existing generator as a backup to the City IT Department server room.
- The project addressed the concerns of keeping the entire building functional during a power event.
- The project did not have an apprenticeship hours requirement as it fell below the $500,000 threshold.

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

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

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

Total Contract Cost

Labor, Equipment and Materials $317,678.10

Sales Tax	$26,749.12
Total	$344,427.22
Retainage	$15,309.93

Advantage(s)

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

Disadvantage(s)

None

Budget Impact

The project cost of $344,427.22 was funded through the City Capital Budget Fund for Facilities.

Prior Council Review

None, the original contract amount was below the minimum threshold requiring Council action to award.

Action Requested

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

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

Staff Report 011-22

TO: Mayor and City Council

FROM: Eric Holmes, City Manager

DATE: 2/7/2022

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

Key Points

An amendment to the current Contract with Portland Mechanical Construction, LLC for Heating and Ventilation (HVAC) Maintenance and Services is required to authorize cost increases to facilitate the continued maintenance on needed HVAC systems on City-owned buildings.

Strategic Plan Alignment

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

Present Situation

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

Currently Facilities has performed $273,895.02 in repairs on the City HVAC systems out of the $300,000 approved for the contract and the contract amount is expected to be exceeded by the end of the contract on September 27, 2023.

Advantage(s)

To perform repair and replace required maintenance as needed to the HVAC systems on City buildings to keep working environments and comfort levels within energy standards.

Disadvantage(s)

None

Budget Impact

None. Funds for repairs or upgrades through Capital Projects have been budgeted. The increase in the contract cap would allow the City to utilize the contract within the current budget authority.

Prior Council Review

None

Action Requested

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

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

ATTACHMENTS:

- Amendment No. 2 - HVAC On-Call Services
- Contract C-100137 for HVAC On-Call Services
- Amendment No. 1 - HVAC On-Call Services

CONTRACT C-100137

AMENDMENT NO. 2

HVAC On-Call Services

This Amendment is made by and between the City of Vancouver, Washington, a municipal corporation (hereinafter referred to as "the City") and JH Kelly, LLC dba Portland Mechanical Contractors, 2000 SE Hanna Harvester Drive, Milwaukie, OR 97222 (hereinafter referred to as the "Contractor").

This amendment modifies the HVAC On-Call Services C-100137 as follows:

1. Extends the contract one (1) year from 9/27/2022 to 9/27/2023.
2. Section 5 – Owner's Obligation. Increase the not to exceed amount to $600,000.00.
3. Ratification: Acts taken pursuant to this Amendment but prior to its effective date are hereby ratified and confirmed.

CITY OF VANCOUVER A municipal corporation	**CONTRACTOR:** JH Kelly, LLC dba Portland Mechanical Contractors
Eric Holmes, City Manager	Signature
Date	Printed Name /Title
Attest:	Date
Natasha Ramras, City Clerk	
Approved as to form:	
Jonathan Young, City Attorney	

CITY OF VANCOUVER

CONTRACT # C-100137

ITB 19-23: HVAC ON-CALL SERVICES

THIS CONTRACT is entered into by and between Portland Mechanical Contractors, LLC, 2000 SE Hanna Harvester Drive, Milwaukie, OR 97222, 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.

Scope of Work:

> **The Contractor shall provide on-call heating, ventilation and conditioning services all in accordance with the attached Contract Plans, these Contract Provisions and the General Conditions. This contract will require work at various locations throughout the City and various times of day.**
>
> **The City has the right to add or remove locations from the contract as needed.**

This is a Unit Priced Contract in accordance with RCW 35.22, the City reserves the right to perform work using this Contract, or using City staff, or other contractors, or through any mechanism available to the City. This Contract is for the convenience of the City and does not carry any estimates as to how much could be spent.

Each individual project shall be performed upon Contractor's receipt of a City issued Purchase Order. Contractor shall commence work on the date specified on the Purchase Order and within the allowable Working Days specified on the Purchase Order.

The City intends to award one contract for an initial period of two (2) years with an option to extend two (2) additional for one (1) year terms.

The period of the Bid's prices shall be for one (1) year, commencing on the effective date of the Contract. This Contract shall have prevailing wage rates updated annually. An Intent to Pay Prevailing Wages must be filed at the beginning of this Contract and an Affidavit of Wages Paid for prevailing wages paid must be submitted annually for all work completed within the previous twelve (12) month period of this Contract.

1. **Contractor's Obligation**: The Contractor agrees that for each public improvement and/or building maintenance project it is awarded, it will furnish all materials, labor, tools, machinery, and implements of every description necessary for completing such work. All work shall be consistent with the Invitation to Bid and in accordance with all state, federal and local laws and regulations, including but not limited to the ordinances of the City. The Contractor agrees to do the work and furnish the materials in a most substantial and workmanlike manner according to the Contract Documents specified in Section 18 and within the time limits stated in the Contract Documents.

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

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

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

   1. Have a current certificate of registration in compliance with chapter 18.27 RCW, which must have been in effect at the time of subcontract bid submittal;
   2. Have a current Washington Unified Business Identifier (UBI) number;
   3. 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):

$300,000.00

Three Hundred Thousand Dollars 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 1.03 of the General Conditions for Facility Construction.

6. **Contractor's Bond**: For any projects greater than or equal to $35,000 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 project 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 will be September 10, 2019.

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

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

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

On projects greater than or equal to $35,000 payment of the retained percentage may be withheld, by the owner, per Chapter 60.28 RCW, in the event no claims, as provided by law, have been filed against such funds; and provided further, that releases or certificates have been obtained from the State Department of Labor and Industries, from the State Department of Revenue, and the Employment Security Department and all other departments and agencies having jurisdiction over the activities of the Contractor. In the event such claims are filed, the Contractor shall be paid such retained percentages less an amount sufficient to pay any such claims, together with a sum sufficient to defray the cost of foreclosure action and to cover attorney fees as determined by the Owner.

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

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

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

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

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

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

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

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

County of Clark. This Agreement shall be governed by the law of the State of Washington.

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

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

16. **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. **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 Purchase Order,
    2. The Purchase Order,
    3. This Agreement and any Addenda thereto,
    4. The Invitation to Bid and any Addenda thereto,
    5. Bid Form,
    6. Special Provisions,

7. General Conditions for Facility Construction.

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

Owner:

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

Contractor:

Portland Mechanical Contractors, LLC
2000 SE Hanna Harvester Drive
Portland, OR 97222

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

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

CITY OF VANCOUVER
A municipal corporation

Eric Holmes, City Manager

September 27, 2019
DATE

Attest:

Natasha Ramras, City Clerk

Approved as to form:

for Jonathon J. Young, Chief Assistant City Attorney
by MICHAEL NIGEEY, ASST. CITY ATTORNEY

CONTRACTOR:
Portland Mechanical Contractors, LLC.

Signature:

Baron Adams General Manager
By: Printed Name / Title

CONTRACT C-100137

AMENDMENT NO. 1

HVAC On-Call Services

This Amendment is made by and between the City of Vancouver, Washington, a municipal corporation (hereinafter referred to as "the City") and Portland Mechanical Contractors LLC 2000 SE Hanna Harvester Drive Milwaukie OR 97222 (hereinafter referred to as the "Contractor").

This amendment extends the contract one(1) year.

This amendment modifies the Plumbing On-Call Services C-100137 as follows:

1. Extends the contract one (1) year from 9/27/2021 to 9/26/2022.
2. Changes contractors name to JH Kelly, LLC dba Portland Mechanical Contractors
3. Ratification: Acts taken pursuant to this Amendment but prior to its effective date are hereby ratified and confirmed

CITY OF VANCOUVER
A municipal corporation

DocuSigned by:
75A9183485CA467...
Eric Holmes, City Manager

8/4/2021
Date

Attest:

DocuSigned by:
Natasha Ramras
BCF6734E40E94AE...
Natasha Ramras, City Clerk

Approved as to form:

DocuSigned by:
9A7DC2E31F694A2...
Jonathan Young, City Attorney

CONTRACTOR:
JH Kelly, LLC dba Portland Mechanical Contractors

DocuSigned by:
Paul Furth
0601A6E217CA480...
Signature

Paul Furth EVP, CFO
Printed Name /Title

7/19/2021
Date

CITY OF Vancouver WASHINGTON

Item #3.

Staff Report 012-22

TO: Mayor and City Council

FROM: Eric Holmes, City Manager

DATE: 2/7/2022

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

Key Points

- The project will construct a sidewalk on the west side of NW Lincoln Avenue between NW 52nd Street and NW 54th Circle, and will construct a sidewalk along the south side of NW 53rd Street between NW Lincoln Avenue and Benjamin Franklin Elementary School;
- The project will install pedestrian beacons (NW Lincoln Avenue/NW 49th Street and NW Lincoln Avenue/NW 53rd Street), ADA ramps, crosswalks and street lighting along NW Lincoln Avenue;
- This project will install a multi-use path connecting dead-end streets to an existing pedestrian path at the terminus of NW 51st Street, connecting to the west side of Benjamin Franklin Elementary School; and
- The construction phase of the project is funded through a WSDOT Safe Routes to School Grant totaling $500,000, with the remaining funds coming from the City's transportation fund.

Strategic Plan Alignment

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

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

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

> **Goal 6, Objective 6.1:** Support a strong, active neighborhood program that enhances livability and community connections.

Present Situation

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

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

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

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

Advantage(s)

1. Safety will be improved on NW Lincoln Avenue and NW 53rd Street;
2. 1,800 feet of sidewalk/multi-use path will be constructed where there are currently no sidewalks or multi-use paths.
3. The completed project will fulfill prior commitments and improve neighborhood livability.

Disadvantage(s)

1. Neighborhood residents, businesses and local traffic will be inconvenienced during the construction period along the corridors; however, the construction duration is short and lane closures will be limited, which will minimize the temporary inconvenience.
2. Construction will generate noise and dust in the work areas. To mitigate for noise, the contractor will be required to comply with a noise variance for night time work. The contractor will also be required to implement a dust control and erosion control strategy at all locations.

Budget Impact

The project currently has $1.0 million funded in the 2021-22 Transportation Capital Budget, which includes $500,000 in WSDOT Safe Routes to Schools Grant funds and $500,000 in local matching funds. The project budget needs to increase to $1,800,000.

To continue this critical safety project in a timely way, staff is requesting Council approval to add additional funding to this project budget through a transfer of approximately $200,000 from Fund 103: CC0206 (Sidewalk Program), $200,000 from Fund 330 (Transportation Capital), and

$400,000 from Fund 331; CC0179 (Multimodal Safety & Accessibility). With Council approval, these fund transfers will be trued up during the upcoming Spring 2022 Supplemental Budget process. The additional costs for this project can be covered through reliance on existing program resources in these other transportation funds in a manner that does not disrupt the overall 2022 Transportation work program.

Prior Council Review

- September 20, 2021 authorization for the City Manager to approve the Interlocal Agreement with Clark Public Utilities for relocation of overhead electric lines;
- Approval of the 2021-2022 budget, which includes the project; and
- Approval of the 2022-2027 Transportation Improvement Program (TIP) – Resolution No. M-4131

Action Requested

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

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

ATTACHMENTS:

- Contract
- Vicinity map

CONTRACT # ____________

ITB 22-01: Northwest Neighborhood Connectivity Improvements

THIS CONTRACT is entered into by and between the City of Vancouver, a municipal corporation under the laws of the State of Washington, hereinafter referred to as "City," and Halme Excavating, Inc. hereinafter referred to as "Contractor," whose address is 22514 NE 72nd Ave, Battle Ground, WA 98604, hereinafter referred to "Parties."

WHEREAS, the City desires to engage the Contractor to provide public work and other related services for Northwest Neighborhood Connectivity Improvements. Contractor has agreed to offer its services to perform said work per the City issued Invitation to Bid (ITB) No. 22-01 and all addenda thereto, Contractor's bid to said ITB, the Project Plans and Special Provisions, and City Council's approval on __________ per Staff Report No. __________; and

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

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

   This contract provides for the improvement of streets within the City of Vancouver including roadway resurfacing, pervious concrete, curb, gutter, sidewalks, storm drainage, pedestrian beacons, signing, striping, illumination, landscaping and other work, all in accordance with the attached Contract Plans, these Contract Provisions, and the Standard Specifications, hereafter referred to as "Work."

   The Work shall be fully complete within 75 working days from the Notice to Proceed (NTP) date.

2. **EFFECTIVE DATE:** This Contract is effective as of the last signature dated below.

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

4. **CONTRACTOR RESPONSIBILITIES FOR SUBCONTRACTORS:** The Contractor shall include the language of this section in all tier subcontracts, and shall require each of its subcontractors to

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

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

1. Have a current certificate of registration in compliance with chapter 18.27 RCW, which must have been in effect at the time of subcontract bid submittal;
2. Have a current Washington Unified Business Identifier (UBI) number;
3. Have received training on the requirements related to public works and prevailing wage as required by RCW 39.04.350;
4. Within the three-year period immediately preceding the date of the bid solicitation, not have been determined by a final and binding citation and notice of assessment issued by the department of labor and industries or through a civil judgment entered by a court of limited or general jurisdiction to have willfully violated, as defined in RCW 49.48.082, any provision of chapter 49.46, 49.48, or 49.52 RCW.
5. If applicable, have:
   i. Have Industrial Insurance (workers' compensation) coverage for the subcontractor's employees working in Washington, as required in Title 51 RCW;
   ii. A Washington Employment Security Department reference number, as required in Title 50 RCW;
   iii. A Washington Department of Revenue state excise tax registration number, as required in Title 82 RCW;
   iv. An electrical contractor license, if required by Chapter 19.28 RCW;
   v. An elevator contractor license, if required by Chapter 70.87 RCW.
6. Not be disqualified from bidding on any public works contract under RCW 39.06.010 or 39.12.065 (3).

5. DELINQUENT STATE TAXES: The Contractor shall not owe delinquent taxes to the Washington State Department of Revenue without a payment plan approved by the Department of Revenue.

6. COMPENSATION AND SCHEDULE OF PAYMENTS: In consideration of the promises and agreements of the Contractor as set forth herein, and in consideration of the faithful performance and furnishing of the work and materials required by this Contract to the satisfaction of the City, the City agrees to pay to the Contractor in the manner and at the times provided hereinafter and in the Contract Documents, and in accordance with the ordinances of the City of Vancouver and the laws of the State of Washington, the following sum as indicated, which amount does includes 8.5% Washington State Sales Tax (if applicable) $1,708,761.60.

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

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

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

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

9. **DISPUTE RESOLUTION:** In the event of a dispute between the Parties which cannot be resolved by the contract managers, the Contractor and the City shall review such dispute and may attempt to resolve the dispute. Any controversy or claim arising out of or relating to this Contract or the

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

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

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

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

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

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

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

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

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

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

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

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

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

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

17. **AUTHORIZATION AND COMPLIANCE WITH THE LAW:** The Contractor certifies that the person signing the Contract is legally authorized to enter into this binding Contract and that the Contractor shall fully comply with all relevant, federal, state and municipal laws, rules, regulations and policies.

18. **RELATION OF PARTIES:** The Contractor, its subcontractors, agents and employees are independent contractors performing services for The City and are not employees of City; shall not, as a result of this Contract, accrue leave, retirement, insurance, bonding or any other benefits afforded to City employees; and, shall not have the authority to bind the City in any way except as may be specifically provided in the Statement of Work.

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

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

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

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

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

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

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

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

25. **WAIVER AND REMEDIES:** City’s failure to enforce the terms or conditions herein or to exercise any right or privilege, or the City’s waiver of any breach hereunder shall not thereafter waive any other term, condition, or privilege, whether of the same or similar type. Remedies under this Contract are cumulative; the use of one remedy shall not be taken to exclude or waive the right to use another.

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

27. **USE OF CITY’S NAME:** Contractor may not use any of City’s name, trademark, service marks, or logo in connection with the services contemplated by this Contract or otherwise without the prior written permission of City, which permission may be withheld for any or no reason and may be subject to certain conditions.

28. **NON-DISCRIMINATION AND EQUAL EMPLOYMENT OPPORTUNITY**: During the term of this Contract, Contractor will not discriminate against any employee or applicant for employment in accordance with RCW Chapter 49.60, including, but not limited to creed, religion, race, color, age, sex, marital status, sexual orientation, sexual identity, pregnancy, military status, political ideology, ancestry, national origin, or the presence of any sensory, mental or physical disability, unless based upon a bona fide occupational qualification. The Contractor will take affirmative action to ensure that applicants and employees are treated fairly, without regard to their creed, religion, race, color, sex, national origin, or the presence of any sensory, mental or physical disability. Such action shall include all terms and conditions of employment, compensation, and benefits, including apprenticeship.

29. **BINDING EFFECT:** The provisions, covenants and conditions in this Contract bind the parties, their legal heirs, representatives, successors, and assigns.

30. **RATIFICATION:** Acts taken pursuant to this Contract but prior to its effective date are hereby ratified and confirmed.

31. **INCORPORATED CONTRACT DOCUMENTS AND ORDER OF PRECEDENCE:** The complete Contract includes these parts listed in this section below, which are incorporated by this reference as if fully as set forth herein. Any inconsistency in the parts of the contract shall be resolved by following this order of precedence (e.g., 1 presiding over 2, 2 over 3, 3 over 4, and so forth):
    1. Amendments to the Contract,

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

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

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

Halme Excavating, Inc.
22514 NE 72nd Ave
Battle Ground, WA 98604

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

CITY OF VANCOUVER
A municipal corporation

Eric Holmes, City Manager

Date

Attest:

Natasha Ramras, City Clerk

Approved as to form:

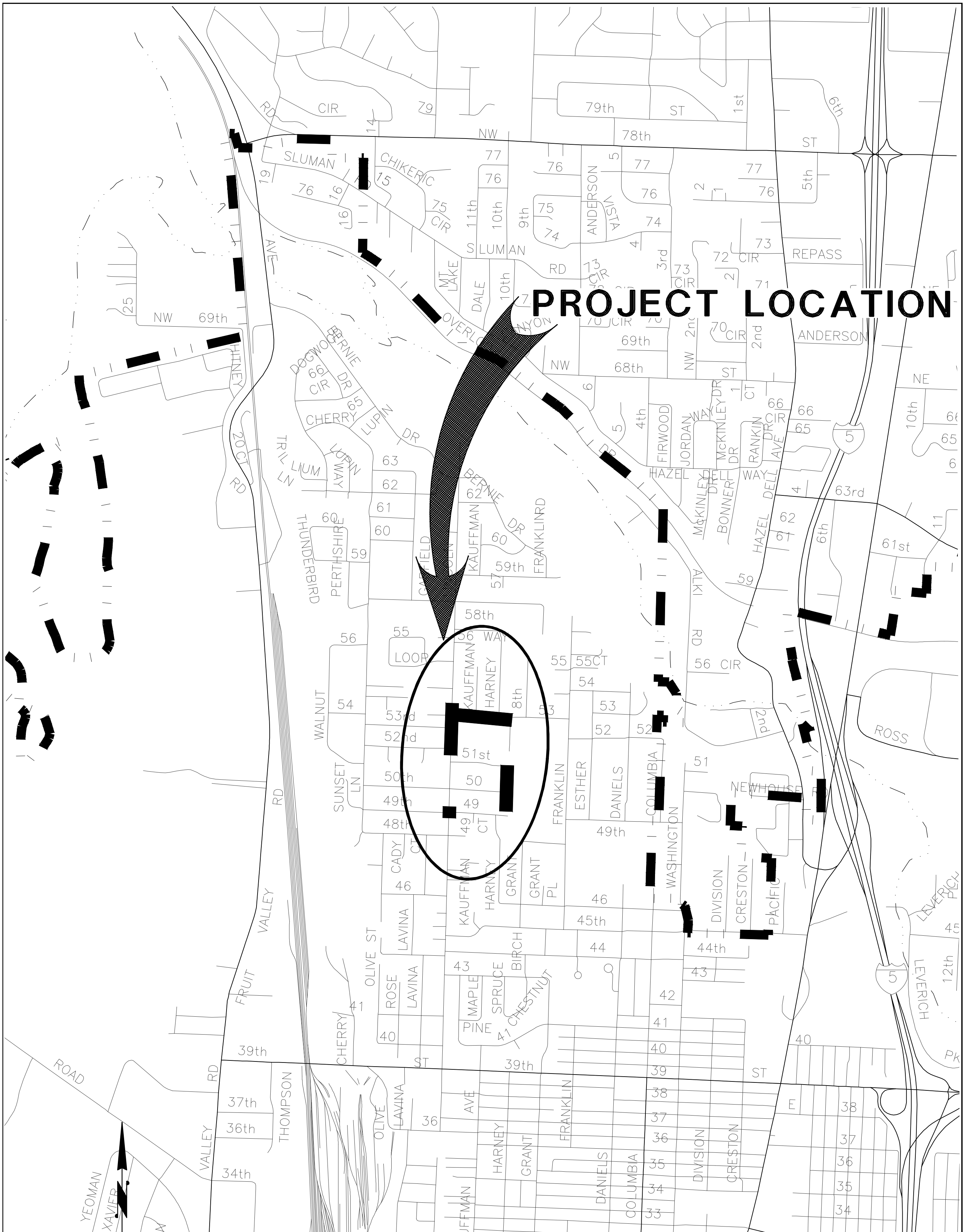
Jonathan Young, City Attorney

CONTRACTOR:
Halme Excavating, Inc.

Signature

Printed Name /Title

Date



REV NO.	DATE	BY	APPR

Vancouver WASHINGTON

CITY OF VANCOUVER

NW CONNECTIVITY
SIDEWALK PROJECT
VICINITY MAP

DRAWING NUMBER

1 of 1

Item #4.

Staff Report 013-22

TO: Mayor and City Council

FROM: Eric Holmes, City Manager

DATE: 2/7/2022

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

Key Points

- The City has greatly benefited by using NPP.Gov contract #PS20015 for the purchase of firefighting equipment from L.N. Curtis & Sons.
- The current contact expires in 2023, with three 1-year extension options for a final expiration of 3/18/2026.
- The City has almost reached the limits of $300,000.
- Due to the dynamic nature of firefighting equipment supply, as well as significant unforeseen cost increases, the required contract amount is difficult to project. As product offerings change from company to company frequently, the fire department is now requiring many more equipment purchases from L.N. Curtis and Sons.
- This contract was competitively bid.

Strategic Plan Alignment

Goal 2: Provide effective, innovative and well-resourced police, fire and emergency medical services.

Present Situation

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

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

Advantage(s)

1. Increasing the contract amount will allow the fire department to continue to provide fire and rescue services to the community with no interruptions due to lack of proper equipment.
2. Increasing the contract amount will allow the fire department to fulfill the timeline terms of the purchase contract with continued purchases until the contract expiration date.

Disadvantage(s)

None

Budget Impact

There are no budget impacts. All future spending related to the contract in question are subject to the approved current operating budget for the Fire Department.

Prior Council Review

None

Action Requested

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

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

ATTACHMENTS:

- Master contract with LN Curtis & Sons

LEAGUE OF OREGON CITIES

MASTER PRICE AGREEMENT

This Master Price Agreement is effective as of the date of the last signature below (the “Effective Date”) by and between the LEAGUE OF OREGON CITIES, an Oregon public corporation under ORS Chapter 190 (“LOC” or “Purchaser”) and L.N. CURTIS & SONS (“Vendor”).

RECITALS

WHEREAS, the Vendor is in the business of selling certain FIRE FIGHTING EQUIPMENT, as further described herein; and

WHEREAS, the Vendor desires to sell and the Purchaser desires to purchase certain products and related services all upon and subject to the terms and conditions set forth herein; and

WHEREAS, through a solicitation for FIRE FIGHTING EQUIPMENT the Vendor was awarded the opportunity to complete a Master Price Agreement with the LEAGUE OF OREGON CITIES as a result of its response to Request for Proposal No. 1910 for FIRE FIGHTING EQUIPMENT; and

WHEREAS, the LEAGUE OF OREGON CITIES asserts that the solicitation and Request for Proposal meet Oregon public contracting requirements (ORS 279, 279A, 279B and 279C et. seq.); and

WHEREAS, Purchaser and Vendor desire to extend the terms of this Master Price Agreement to benefit other qualified government members of National Purchasing Partners, LLC dba Public Safety GPO, dba First Responder GPO, dba Law Enforcement GPO and dba NPPGov;

NOW, THEREFORE, Vendor and Purchaser, intending to be legally bound, hereby agree as follows:

ARTICLE 1 – CERTAIN DEFINITIONS

1.1 “Agreement” shall mean this Master Price Agreement, including the main body of this Agreement and Attachments A-F attached hereto and by this reference incorporated herein, including Purchaser’s Request for Proposal No. 1910 (herein “RFP”) and Vendor’s Proposal submitted in response to the RFP (herein “Vendor’s Proposal”) as referenced and incorporated herein as though fully set forth (sometimes referred to collectively as the “Contract Documents”).

1.2 “Applicable Law(s)” shall mean all applicable federal, state and local laws, statutes, ordinances, codes, rules, regulations, standards, orders and other governmental requirements of any kind.

1.3 “Employee Taxes” shall mean all taxes, assessments, charges and other amounts whatsoever payable in respect of, and measured by the wages of, the Vendor’s employees (or subcontractors), as required by the Federal Social Security Act and all amendments thereto and/or any other applicable federal, state or local law.

1.4 “Purchaser’s Destination” shall mean such delivery location(s) or destination(s) as Purchaser may prescribe from time to time.

1.5 "Products and Services" shall mean the products and/or services to be sold by Vendor hereunder as identified and described on Attachment A hereto and incorporated herein, as may be updated from time to time by Vendor to reflect products and/or services offered by Vendor generally to its customers.

1.6 "Purchase Order" shall mean any authorized written order for Products and Services sent by Purchaser to Vendor via mail, courier, overnight delivery service, email, fax and/or other mode of transmission as Purchaser and Vendor may from time to time agree.

1.7 "Unemployment Insurance" shall mean the contribution required of Vendor, as an employer, in respect of, and measured by, the wages of its employees (or subcontractors) as required by any applicable federal, state or local unemployment insurance law or regulation.

1.8 "National Purchasing Partners" or "(NPP)" is a subsidiary of two nonprofit health care systems. The Government Division of NPP, hereinafter referred to as "NPPGov", provides group purchasing marketing and administrative support for governmental entities within the membership. NPPGov's membership includes participating public entities across North America.

1.9 "Lead Contracting Agency" shall mean the LEAGUE OF OREGON CITIES, which is the governmental entity that issued the Request for Proposal and awarded this resulting Master Price Agreement.

1.10 "Participating Agencies" shall mean members of National Purchasing Partners for which Vendor has agreed to extend the terms of this Master Price Agreement pursuant to Article 2.6 and Attachment C herein. For purposes of cooperative procurement, "Participating Agency" shall be considered "Purchaser" under the terms of this Agreement.

1.11 "Party" and "Parties" shall mean the Purchaser and Vendor individually and collectively as applicable.

ARTICLE 2 – AGREEMENT TO SELL

2.1 Vendor hereby agrees to sell to Purchaser such Products and Services as Purchaser may order from time to time by Purchase Order, all in accordance with and subject to the terms, covenants and conditions of this Agreement. Purchaser agrees to purchase those Products and Services ordered by Purchaser by Purchase Order in accordance with and subject to the terms, covenants and conditions of this Agreement.

2.2 Vendor may add additional products and services to the contract provided that any additions reasonably fall within the intent of the original RFP specifications. Pricing on additions shall be equivalent to the percentage discount for other similar products. Vendor may provide a web-link with current product listings, which may be updated periodically, as allowed by the terms of the resulting Master Price Agreement. Vendor may replace or add product lines to an existing contract if the line is replacing or supplementing products on contract, is equal or superior to the original products offered, is discounted in a similar or to a greater degree, and if the products meet the requirements of the solicitation. No products may be added to avoid competitive procurement requirements. LOC may reject any additions without cause.

2.3 All Purchase Orders issued by Purchaser to Vendor for Products during the term (as hereinafter defined) of this Agreement are subject to the provisions of this Agreement as though fully set forth in such Purchase Order. The Vendor retains authority to negotiate above and beyond the terms of this Agreement to meet the Purchaser or Vendor contract requirements. In the event that the provisions of this Agreement conflict with any Purchase Order issued by Purchaser to Vendor, the provisions of this Agreement shall govern. No other terms and conditions, including, but not limited to, those contained in Vendor's standard printed terms and conditions, on Vendor's order acknowledgment, invoices or otherwise, shall have any application to or effect upon or be deemed to constitute an amendment to or to be incorporated into this Agreement, any Purchase Order, or any transactions occurring pursuant hereto or thereto, unless this Agreement shall be specifically amended to adopt such other terms and conditions in writing by the Parties.

2.4 Notwithstanding any other provision of this Agreement to the contrary, the Lead Contracting Agency shall have no obligation to order or purchase any Products and Services hereunder and the placement of any Purchase Order shall be in the sole discretion of the Participating Agencies. This Agreement is not exclusive. Vendor expressly acknowledges and agrees that Purchaser may purchase at its sole discretion, Products and Services that are identical or similar to the Products and Services described in this Agreement from any third party.

2.5 In case of any conflict or inconsistency between any of the Contract Documents, the documents shall prevail and apply in the following order of priority:

(i) This Agreement;
(ii) The RFP;
(iii) Vendor's Proposal;

2.6 Extension of contract terms to Participating Agencies:

2.6.1 Vendor agrees to extend the same terms, covenants and conditions available to Purchaser under this Agreement to Participating Agencies, that have executed an Intergovernmental Cooperative Purchasing Agreement ("IGA") as may be required by each Participating Agency's local laws and regulations, in accordance with Attachment C. Each Participating Agency will be exclusively responsible for and deal directly with Vendor on matters relating to ordering, delivery, inspection, acceptance, invoicing, and payment for Products and Services in accordance with the terms and conditions of this Agreement as if it were "Purchaser" hereunder. Any disputes between a Participating Agency and Vendor will be resolved directly between them under and in accordance with the laws of the State in which the Participating Agency exists. Pursuant to the IGA, the Lead Contracting Agency shall not incur any liability as a result of the access and utilization of this Agreement by other Participating Agencies.

2.6.2 *This Solicitation meets the public contracting requirements of the Lead Contracting Agency and may not be appropriate under or meet Participating Agencies' procurement laws. Participating Agencies are urged to seek independent review by their legal counsel to ensure compliance with all local and state solicitation requirements.*

2.6.3 Vendor acknowledges execution of a Vendor Administration Fee Agreement with NPPGov, pursuant to the terms of the RFP.

2.7 Oregon Public Agencies are prohibited from use of Products and Services offered under this Agreement that are already provided by qualified nonprofit agencies for disabled individuals as listed on the Department of Administrative Service's Procurement List ("Procurement List") pursuant to ORS 279.835-.855. See www.OregonRehabilitation.org/qrf for more information. Vendor shall not sell products and services identified on the Procurement List (e.g., reconditioned toner cartridges) to Purchaser or Participating Agencies within the state of Oregon.

ARTICLE 3 – TERM AND TERMINATION

3.1 The initial contract term shall be for three (3) calendar years from the Effective Date of this Agreement ("Initial Term"). Upon termination of the original three (3) year term, this Agreement shall automatically extend for up to three (3) successive one (1) year periods; (each a "Renewal Term"); provided, however, that the Lead Contracting Agency and/or the Vendor may opt to decline extension of the MPA by providing notification in writing at least thirty (30) calendar days prior to the annual automatic extension anniversary of the Initial Term.

3.2 Either Vendor or the Lead Contracting Agency may terminate this Agreement by written notice to the other party if the other Party breaches any of its obligations hereunder and fails to remedy the breach within thirty (30) days after receiving written notice of such breach from the non-breaching party.

ARTICLE 4 – PRICING, INVOICES, PAYMENT AND DELIVERY

4.1 Purchaser shall pay Vendor for all Products and Services ordered and delivered in compliance with the terms and conditions of this Agreement at the pricing specified for each such Product and Service on Attachment A, including shipping. Unless Attachment A expressly provides otherwise, the pricing schedule set forth on Attachment A hereto shall remain fixed for the Initial Term of this Agreement; provided that manufacturer pricing is not guaranteed and may be adjusted based on the next manufacturer price increase. Pricing contained in Attachment A shall be extended to all NPPGov, Public Safety GPO, First Responder GPO and Law Enforcement GPO members upon execution of the IGA.

4.2 Vendor shall submit original invoices to Purchaser in form and substance and format reasonably acceptable to Purchaser. All invoices must reference the Purchaser's Purchase Order number, contain an itemization of amounts for Products and Services purchased during the applicable invoice period and any other information reasonably requested by Purchaser, and must otherwise comply with the provisions of this Agreement. Invoices shall be addressed as directed by Purchaser.

4.3 Unless otherwise specified, Purchaser is responsible for any and all applicable sales taxes. Attachment A or Vendor's Proposal (Attachment D) shall specify any and all other taxes and duties of any kind which Purchaser is required to pay with respect to the sale of Products and Services covered by this Agreement and all charges for packing, packaging and loading.

4.4 Except as specifically set forth on Attachments A and F, Purchaser shall not be responsible for any additional costs or expenses of any nature incurred by Vendor in connection with the Products and Services, including without limitation travel expenses, clerical or administrative personnel, long distance telephone charges, etc. ("Incidental Expenses").

4.5 Price reductions or discount increases may be offered at any time during the contract term and shall become effective upon notice of acceptance from Purchaser.

4.6 Notwithstanding any other agreement of the Parties as to the payment of shipping/delivery costs, and subject to Attachments A, D, and F herein, Vendor shall offer delivery and/or shipping costs prepaid FOB Destination. If there are handling fees, these also shall be included in the pricing.

4.7 Unless otherwise directed by Purchaser for expedited orders, Vendor shall utilize such common carrier for the delivery of Products and Services as Vendor may select; provided, however, that for expedited orders Vendor shall obtain delivery services hereunder at rates and terms not less favorable than those paid by Vendor for its own account or for the account of any other similarly situated customer of Vendor.

4.8 Vendor shall have the risk of loss of or damage to any Products until delivery to Purchaser. Purchaser shall have the risk of loss of or damage to the Products after delivery to Purchaser. Title to Products shall not transfer until the Products have been delivered to and accepted by Purchaser at Purchaser's Destination.

ARTICLE 5 – INSURANCE

5.1 During the term of this Agreement, Vendor shall maintain at its own cost and expense (and shall cause any subcontractor to maintain) insurance policies providing insurance of the kind and in the amounts generally carried by reasonably prudent manufacturers in the industry, with one or more reputable insurance companies licensed to do business in Oregon and any other state or jurisdiction where Products and Services are sold hereunder. Such certificates of insurance shall be made available to the Lead Contracting Agency upon 48 hours' notice. BY SIGNING THE AGREEMENT PAGE THE VENDOR AGREES TO THIS REQUIREMENT AND FAILURE TO MEET THIS REQUIREMENT WILL RESULT IN CANCELLATION OF THIS MASTER PRICE AGREEMENT.

5.2 All insurance required herein shall be maintained in full force and effect until all work or service required to be performed under the terms of this Agreement is satisfactorily completed and formally accepted. Any failure to comply with the claim reporting provisions of the insurance policies or any breach of an insurance policy warranty shall not affect coverage afforded under the insurance policies to protect the Lead Contracting Agency. The insurance policies may provide coverage that contains deductibles or self-insured retentions. Such deductible and/or self-insured retentions shall not be applicable with respect to the coverage provided to the Lead Contracting Agency under such policies. Vendor shall be solely responsible for the deductible and/or self-insured retention and the Lead Contracting Agency, at its option, may require Vendor to secure payment of such deductibles or self-insured retentions by a surety bond or an irrevocable and unconditional letter of credit.

5.3 Vendor shall carry Workers' Compensation insurance to cover obligations imposed by federal and state statutes having jurisdiction over Vendor's employees engaged in the performance of the work or services, as well as Employer's Liability insurance. Vendor waives all rights against the Lead Contracting Agency and its agents, officers, directors and employees for recovery of damages to the extent these damages are covered by the Workers' Compensation and Employer's Liability or commercial umbrella liability insurance obtained by Vendor pursuant to this Agreement.

5.4 Insurance required herein shall not be permitted to expire, be canceled, or materially changed without thirty days (30 days) prior written notice to the Lead Contracting Agency.

ARTICLE 6 – INDEMNIFICATION AND HOLD HARMLESS

6.1 Vendor agrees that it shall indemnify, defend and hold harmless Lead Contracting Agency, its respective officials, directors, employees, members and agents (collectively, the "Indemnitees"), from and against any and all damages, claims, losses, expenses, costs, obligations and liabilities (including, without limitation, reasonable attorney's fees), suffered directly or indirectly by any of the Indemnitees to the extent of, or arising out of, (i) any breach of any covenant, representation or warranty made by Vendor in this Agreement, (ii) any failure by Vendor to perform or fulfill any of its obligations, covenants or agreements set forth in this Agreement, (iii) the negligence or intentional misconduct of Vendor, any subcontractor of Vendor, or any of their respective employees or agents, (iv) any failure of Vendor, its subcontractors, or their respective employees to comply with any Applicable Law, (v) any litigation, proceeding or claim by any third party relating in any way to the obligations of Vendor under this Agreement or Vendor's performance under this Agreement, (vi) any Employee Taxes or Unemployment Insurance, or (vii) any claim alleging that the

Products and Services or any part thereof infringe any third party's U.S. patent, copyright, trademark, trade secret or other intellectual property interest. Such obligation to indemnify shall not apply where the damage, claim, loss, expense, cost, obligation or liability is due to the breach of this Agreement by, or negligence or willful misconduct of, Lead Contracting Agency or its officials, directors, employees, agents or contractors. The amount and type of insurance coverage requirements set forth herein will in no way be construed as limiting the scope of the indemnity in this paragraph. The indemnity obligations of Vendor under this Article shall survive the expiration or termination of this Agreement for two years.

6.2 LIMITATION OF LIABILITY: IN NO EVENT SHALL EITHER PARTY BE LIABLE FOR ANY SPECIAL, INDIRECT, INCIDENTAL, CONSEQUENTIAL OR EXEMPLARY DAMAGES IN CONNECTION WITH OR ARISING OUT OF THIS AGREEMENT, INCLUDING, BUT NOT LIMITED TO, DAMAGES FOR INJURIES TO PERSONS OR TO PROPERTY OR LOSS OF PROFITS OR LOSS OF FUTURE BUSINESS OR REPUTATION, WHETHER BASED ON TORT OR BREACH OF CONTRACT OR OTHER BASIS, EVEN IF IT HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

6.3 The same terms, conditions and pricing of this Agreement may be extended to government members of National Purchasing Partners, LLC. In the event the terms of this Agreement are extended to other government members, each government member (procuring party) shall be solely responsible for the ordering of Products and Services under this Agreement. A non-procuring party shall not be liable in any fashion for any violation by a procuring party, and the procuring party shall hold non-procuring parties or unrelated purchasing parties harmless from any liability that may arise from action or inaction of the procuring party.

ARTICLE 7 – WARRANTIES

Purchaser shall refer to Vendor's Proposal for all Vendor and manufacturer express warranties, as well as those warranties provided under Attachment B herein.

ARTICLE 8 - INSPECTION AND REJECTION

8.1 Purchaser shall have the right to inspect and test Products at any time prior to shipment, and within a reasonable time after delivery to the Purchaser's Destination. Products not inspected within a reasonable time after delivery shall be deemed accepted by Purchaser. The payment for Products shall in no way impair the right of Purchaser to reject nonconforming Products, or to avail itself of any other remedies to which it may be entitled.

8.2 If any of the Products are found at any time to be defective in material or workmanship, damaged, or otherwise not in conformity with the requirements of this Agreement or any applicable Purchase Order, as its exclusive remedy, Purchaser may at its option and at Vendor's sole cost and expense, elect either to (i) return any damaged, non-conforming or defective Products to Vendor for correction or replacement, or (ii) require Vendor to inspect the Products and remove or replace damaged, non-conforming or defective Products with conforming Products. If Purchaser elects option (ii) in the preceding sentence and Vendor fails promptly to make the necessary inspection, removal and replacement, Purchaser, at its option, may inspect the Products and Vendor shall bear the cost thereof. Payment by Purchaser of any invoice shall not constitute acceptance of the Products covered by such invoice, and acceptance by Purchaser shall not relieve Vendor of its warranties or other obligations under this Agreement.

8.3 The provisions of this Article shall survive the expiration or termination of this Agreement.

ARTICLE 9 – SUBSTITUTIONS

Except as otherwise permitted hereunder, Vendor may not make any substitutions of Products, or any portion thereof, of any kind without the prior written consent of Purchaser.

ARTICLE 10 - COMPLIANCE WITH LAWS

10.1 Vendor agrees to comply with all Applicable Laws and at Vendor's expense, secure and maintain in full force during the term of this Agreement, all licenses, permits, approvals, authorizations, registrations and certificates, if any, required by Applicable Laws in connection with the performance of its obligations hereunder. At Purchaser's request, Vendor shall provide to Purchaser copies of any or all such licenses, permits, approvals, authorizations, registrations and certificates.

10.2 Purchaser has taken all required governmental action to authorize its execution of this Agreement and there is no governmental or legal impediment against Purchaser's execution of this Agreement or performance of its obligations hereunder.

ARTICLE 11 – PUBLICITY / CONFIDENTIALITY

11.1 No news releases, public announcements, advertising materials, or confirmation of same, concerning any part of this Agreement or any Purchase Order issued hereunder shall be issued or made without the prior written approval of the Parties. Neither Party shall in any advertising, sales materials or in any other way use any of the names or logos of the other Party without the prior written approval of the other Party.

11.2 Any knowledge or information which Vendor or any of its affiliates shall have disclosed or may hereafter disclose to Purchaser, and which in any way relates to the Products and Services covered by this Agreement shall not, unless otherwise designated by Vendor, be deemed to be confidential or proprietary information, and shall be acquired by Purchaser, free from any restrictions, as part of the consideration for this Agreement.

ARTICLE 12 - RIGHT TO AUDIT

Subject to Vendor's reasonable security and confidentiality procedures, Purchaser, or any third party retained by Purchaser, may at any time upon prior reasonable notice to Vendor, during normal business hours, audit the books, records and accounts of Vendor to the extent that such books, records and accounts pertain to sale of any Products and Services hereunder or otherwise relate to the performance of this Agreement by Vendor. Vendor shall maintain all such books, records and accounts for a period of at least three (3) years after the date of expiration or termination of this Agreement. The Purchaser's right to audit under this Article 12 and Purchaser's rights hereunder shall survive the expiration or termination of this Agreement for a period of three (3) years after the date of such expiration or termination.

ARTICLE 13 - REMEDIES

Except as otherwise provided herein, any right or remedy of Vendor or Purchaser set forth in this Agreement shall not be exclusive, and, in addition thereto, Vendor and Purchaser shall have all rights and remedies under Applicable Law, including without limitation, equitable relief. The provisions of this Article shall survive the expiration or termination of this Agreement.

ARTICLE 14 - RELATIONSHIP OF PARTIES

Vendor is an independent contractor and is not an agent, servant, employee, legal representative, partner or joint venture of Purchaser. Nothing herein shall be deemed or construed as creating a joint venture or partnership between Vendor and Purchaser. Neither Party has the power or authority to bind or commit the other.

ARTICLE 15 - NOTICES

All notices required or permitted to be given or made in this Agreement shall be in writing. Such notice(s) shall be deemed to be duly given or made if delivered by hand, by certified or registered mail or by nationally recognized overnight courier to the address specified below:

If to Lead Contracting Agency:

LEAGUE OF OREGON CITIES
1201 Court St. NE
Suite 200
Salem OR 97301
ATTN: Jamie Johnson-Davis
Email: rfp@ORCities.org

If to Vendor:

L. N. CURTIS and SONS
185 Lennon Lane, Suite 110
Walnut Creek, CA 94598
ATTN: Nick Lawrence
Email: nlawrence@lncurtis.com

Either Party may change its notice address by giving the other Party written notice of such change in the manner specified above.

ARTICLE 16 - FORCE MAJEURE

Except for Purchaser's obligation to pay for Products and Services delivered, delay in performance or non-performance of any obligation contained herein shall be excused to the extent such failure or non-performance is ca

used by force majeure. For purposes of this Agreement, "force majeure" shall mean any cause or agency preventing performance of an obligation which is beyond the reasonable control of either Party hereto, including without limitation, fire, flood, sabotage, shipwreck, embargo, strike, explosion, labor trouble, accident, riot, acts of governmental authority (including, without limitation, acts based on laws or regulations now in existence as well as those enacted in the future), acts of nature, and delays or failure in obtaining raw materials, supplies or transportation. A Party affected by force majeure shall promptly provide notice to the other, explaining the nature and expected duration thereof, and shall act diligently to remedy the interruption or delay if it is reasonably capable of being remedied. In the event of a force majeure situation, deliveries or acceptance of deliveries that have been suspended shall not be required to be made upon the resumption of performance.

ARTICLE 17 - WAIVER

No delay or failure by either Party to exercise any right, remedy or power herein shall impair such Party's right to exercise such right, remedy or power or be construed to be a waiver of any default or an acquiescence therein; and any single or partial exercise of any such right, remedy or power shall not preclude any other or further exercise thereof or the exercise of any other right, remedy or power. No waiver hereunder shall be valid unless set forth in writing executed by the waiving Party and then only to the extent expressly set forth in such writing.

ARTICLE 18 - PARTIES BOUND; ASSIGNMENT

This Agreement shall inure to the benefit of and shall be binding upon the respective successors and assigns of the Parties hereto, but it may not be assigned in whole or in part by Vendor without prior written notice to Purchaser which shall not be unreasonably withheld or delayed.

ARTICLE 19 - SEVERABILITY

To the extent possible, each provision of this Agreement shall be interpreted in such a manner as to be effective and valid under Applicable Law. If any provision of this Agreement is declared invalid or unenforceable, by judicial determination or otherwise, such provision shall not invalidate or render unenforceable the entire Agreement, but rather the entire Agreement shall be construed as if not containing the particular invalid or unenforceable provision or provisions and the rights and obligations of the Parties shall be construed and enforced accordingly.

ARTICLE 20 - INCORPORATION; ENTIRE AGREEMENT

20.1 All the provisions of the Attachments hereto are hereby incorporated herein and made a part of this Agreement. In the event of any apparent conflict between any provision set forth in the main body of this Agreement and any provision set forth in the Attachments, including the RFP and/or Vendor's Proposal, the provisions shall be interpreted, to the extent possible, as if they do not conflict. If such an interpretation is not possible, the provisions set forth in the main body of this Agreement shall control.

20.2 This Agreement (including Attachments and Contract Documents hereto) constitutes the entire Agreement of the Parties relating to the subject matter hereof and supersedes any and all prior written and oral agreements or understandings relating to such subject matter.

ARTICLE 21 - HEADINGS

Headings used in this Agreement are for convenience of reference only and shall in no way be used to construe or limit the provisions set forth in this Agreement.

ARTICLE 22 - MODIFICATIONS

This Agreement may be modified or amended only in writing executed by Vendor and the Lead Contracting Agency. The Lead Contracting Agency and each Participating Agency contracting hereunder acknowledge and agree that any agreement entered into in connection with any Purchase Order hereunder shall constitute a modification of this Agreement as between the Vendor and the Participating Agency. Any modification of this Agreement as between Vendor and any Participating Agency shall not be deemed a modification of this Agreement for the benefit of the Lead Contracting Agency or any other Participating Agency.

ARTICLE 23 - GOVERNING LAW

This Agreement shall be governed by and interpreted in accordance with the laws of the State of Oregon or in the case of a Participating Agency's use of this Agreement, the laws of the State in which the Participating Agency exists, without regard to its choice of law provisions.

ARTICLE 24 - COUNTERPARTS

This Agreement may be executed in counterparts all of which together shall constitute one and the same Agreement.

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the day and year last written below.

PURCHASER:

DocuSigned by:

Signature: ____________________
38C546F8869143F...

Printed Name: Mike Cully

Title: Executive Director
LEAGUE OF OREGON CITIES

Dated: 3/18/2020

VENDOR:

Signature: ____________________

Printed Name: Nick Lawrence

Title: Director, Special Programs
L.N. CURTIS & SON

Dated: 17 March 2020

ATTACHMENT A

to Master Price Agreement by and between VENDOR and PURCHASER.

PRODUCTS, SERVICES, SPECIFICATIONS AND PRICES

CURTIS LOC/NPPGov Firefighting Equipment Product Catalog FOB: Origin (add shipping)			
Brand	**Product Description**	**Discount Off List**	**Contract (Product) Category**
Air Shelters USA/Zumro	Shelters	5%	FFE Category 06. Hazardous Material (HAZMAT) Equipment
Ajax	Chisels, Pneumatic	5%	FFE Category 03. Extraction Tools & Supplies
Akron Brass	Nozzles, Hose	20%	FFE Category 09. Firefighting (Municipal) Hose & Accessories
Akron Brass	Waterflow Equipment	20%	FFE Category 09. Firefighting (Municipal) Hose & Accessories
Akron Brass	Lighting and mounts	20%	FFE Category 12. Other
All American Hose	Hose, Firefighting	30%	FFE Category 09. Firefighting (Municipal) Hose & Accessories
Allegro	Ventilation Systems	5%	FFE Category 01. Firefighting Equipment
Allied Medical	Oxygen Hardware	Net	FFE Category 12. Other
Amerex	Fire extinguishers	25%	FFE Category 07. Fire Extinguishers
American Honda	Pumps	5%	FFE Category 10. Fire Pumps
American Honda	Generators	5%	FFE Category 12. Other
Angus Hose	Hose, Firefighting	1%	FFE Category 09. Firefighting (Municipal) Hose & Accessories
Ansul	Fire extinguishers	25%	FFE Category 07. Fire Extinguishers
Ansul	Foam, Firefighting	54%	FFE Category 08. Firefighting Foam
Blowhard	Ventilation Systems	2%	FFE Category 01. Firefighting Equipment
Bullard	Thermal Imagers	5%	FFE Category 04. Search & Rescue Equipment
C & S Supply	Nozzles, Hose	25%	FFE Category 09. Firefighting (Municipal) Hose & Accessories
C & S Supply	Waterflow Equipment	25%	FFE Category 09. Firefighting (Municipal) Hose & Accessories
CET	Pumps, Firefighting	5%	FFE Category 10. Fire Pumps
CET	Skid Unit	5%	FFE Category 10. Fire Pumps
Chemguard	Foam, Firefighting	1%	FFE Category 08. Firefighting Foam
CMC	Harnesses, Rope	1%	FFE Category 04. Search & Rescue Equipment

CURTIS LOC/NPPGov Firefighting Equipment Product Catalog FOB: Origin (add shipping)			
Brand	**Product Description**	**Discount Off List**	**Contract (Product) Category**
CMC	Rope	1%	FFE Category 04. Search & Rescue Equipment
CMC	Tools, Rescue	1%	FFE Category 04. Search & Rescue Equipment
Coastal Environmental	Weather Stations	Net	FFE Category 12. Other
Cooper Tool Tools	Cutters, Bolt	20%	FFE Category 02. Firefighting Attack Tools
Council Tools	Tools, Hand Firefighting Attack	25%	FFE Category 02. Firefighting Attack Tools
Curtis	Slide-in (Heiman) Skid Unit	Net	FFE Category 10. Fire Pumps
CurtisCare Service	Service and Maintenance, Heavy Rescue Tools	Net	FFE Category 13. Maintenance, Service & Testing
Cutters Edge	Saws	5%	FFE Category 02. Firefighting Attack Tools
David Clark	Communications	Net	FFE Category 12. Other
Draft Commander	Testing, Fire Apparatus Nozzles	Net	FFE Category 12. Other
Draft Commander	Testing, Fire Apparatus Pump	Net	FFE Category 12. Other
Duo Safety	Ladders	1%	FFE Category 04. Search & Rescue Equipment
Elkhart Brass	Nozzles, Hose	5%	FFE Category 09. Firefighting (Municipal) Hose & Accessories
Elkhart Brass	Waterflow Equipment	5%	FFE Category 09. Firefighting (Municipal) Hose & Accessories
Euramco	Ventilation Systems	1%	FFE Category 01. Firefighting Equipment
Euramco Ram Fam	Ventilation Systems	1%	FFE Category 01. Firefighting Equipment
Euramco Ram Fam	Fans	5%	FFE Category 06. Hazardous Material (HAZMAT) Equipment
EZ-Spanner	Hydrant, Wrenches	Net	FFE Category 02. Firefighting Attack Tools
Ferno	First Aid	Net	FFE Category 12. Other
Fire Facilities	Training Systems, Firefighting	Net	FFE Category 05. Firefighting and Firefighter Training
Fire Hooks	Tools, Firefighting Attack	5%	FFE Category 02. Firefighting Attack Tools
Fire Research	Lighting Systems	1%	FFE Category 12. Other
Firefighters Bookstore	Training and Educational Materials	1%	FFE Category 05. Firefighting and Firefighter Training
Fire-Vent	Training Systems, Firefighting	Net	FFE Category 05. Firefighting and Firefighter Training
Fluke	Equipment, Detection (Heat)	Net	FFE Category 06. Hazardous Material (HAZMAT) Equipment

CURTIS LOC/NPPGov Firefighting Equipment Product Catalog FOB: Origin (add shipping)			
Brand	**Product Description**	**Discount Off List**	**Contract (Product) Category**
Fol-da-tank	Pools and Tanks	25%	FFE Category 06. Hazardous Material (HAZMAT) Equipment
Fol-Da-Tank	Tank, Water (Portable)	25%	FFE Category 12. Other
Fountainhead	Pump, Backpack	25%	FFE Category 01. Firefighting Equipment
Foxfury	Lighting and mounts	1%	FFE Category 12. Other
FSI North America	Shelters	1%	FFE Category 06. Hazardous Material (HAZMAT) Equipment
Gosport	Covers & Tarps, Salvage	2%	FFE Category 12. Other
Groves Ready Rack	Racks, Clothing Storage	1%	FFE Category 12. Other
Hale	Pumps, Firefighting	5%	FFE Category 10. Fire Pumps
Harrington	Adapters, Hose	30%	FFE Category 09. Firefighting (Municipal) Hose & Accessories
Harrington	Fittings, Hose	30%	FFE Category 09. Firefighting (Municipal) Hose & Accessories
Harrington	Valves	30%	FFE Category 09. Firefighting (Municipal) Hose & Accessories
Harrington	Waterflow Devices	30%	FFE Category 09. Firefighting (Municipal) Hose & Accessories
Honda	Pumps, Firefighting	5%	FFE Category 10. Fire Pumps
Honeywell Salvage Master	Vacuums, Water	5%	FFE Category 12. Other
Hurst 10,000psi Jaws of Life	Tools, Rescue Hydraulic	1%	FFE Category 03. Extraction Tools & Supplies
Hurst 5,000psi Jaws of Life	Tools, Rescue Hydraulic	1%	FFE Category 03. Extraction Tools & Supplies
Hurst e-Draulics Jaws-of-Life	Tools, Rescue Hydraulic (Battery-Powered)	1%	FFE Category 03. Extraction Tools & Supplies
Hurst Strong Arm	Tools, Rescue Hydraulic	2%	FFE Category 03. Extraction Tools & Supplies
Husky	Pools and Tanks	25%	FFE Category 06. Hazardous Material (HAZMAT) Equipment
Husky	Tank, Water (Portable)	25%	FFE Category 12. Other
Husqvarna	Saws	20%	FFE Category 02. Firefighting Attack Tools
Indian Springs	Emergency HAZMAT Kit, Chlorine	Net	FFE Category 06. Hazardous Material (HAZMAT) Equipment
Junkin	First Aid	5%	FFE Category 12. Other
Kidde Simulators	Training Systems, Firefighting	Net	FFE Category 05. Firefighting and Firefighter Training
Kochek	Waterflow Devices, Wildland	30%	FFE Category 09. Firefighting (Municipal) Hose & Accessories

CURTIS LOC/NPPGov Firefighting Equipment Product Catalog FOB: Origin (add shipping)			
Brand	**Product Description**	**Discount Off List**	**Contract (Product) Category**
Koehler/Brightstar	Lighting and mounts	2%	FFE Category 12. Other
K-Tool	Tools, Entry	5%	FFE Category 04. Search & Rescue Equipment
Leatherhead Tools	Axes	25%	FFE Category 02. Firefighting Attack Tools
Meret	Bags, Medical	1%	FFE Category 01. Firefighting Equipment
Miti	Showers/pools/wands, Decon	5%	FFE Category 06. Hazardous Material (HAZMAT) Equipment
MK Diamond	Blades, Saw	5%	FFE Category 02. Firefighting Attack Tools
MSA	Instrumentation, Parts (MSA)	5%	FFE Category 12. Other
MSA	Instrumentation, Portable (MSA)	1%	FFE Category 12. Other
National Foam/Angus	Foam, Firefighting	Net	FFE Category 08. Firefighting Foam
New Pig	Kit HAZMAT Clean-Up	Net	FFE Category 06. Hazardous Material (HAZMAT) Equipment
Nilfisk Turbo	Vacuums, Water	1%	FFE Category 12. Other
North American Hose	Hose, Firefighting	30%	FFE Category 09. Firefighting (Municipal) Hose & Accessories
Nupla/QEP	Tools, Firefighting	25%	FFE Category 02. Firefighting Attack Tools
Paratech	Tools Air Lifting Bags	5%	FFE Category 03. Extraction Tools & Supplies
Paratech	Tools Stabilization	5%	FFE Category 03. Extraction Tools & Supplies
Paratech	Tools, Trench Rescue	5%	FFE Category 03. Extraction Tools & Supplies
Paratech	Tools, Forcible Entry	5%	FFE Category 04. Search & Rescue Equipment
Pelican Lights	Lighting and mounts	25%	FFE Category 12. Other
Performance Advantage	Clamps, Hose	5%	FFE Category 09. Firefighting (Municipal) Hose & Accessories
Performance Advantage	Mounting Bracket, Tool	5%	FFE Category 12. Other
Petzel (Evac Systems)	Hardware, Rope	5%	FFE Category 04. Search & Rescue Equipment
Petzel (Evac Systems)	Rope	5%	FFE Category 04. Search & Rescue Equipment
PMI	Rope	1%	FFE Category 04. Search & Rescue Equipment
Prosser (Crane Pumps)	Pumps, Submersible	1%	FFE Category 10. Fire Pumps
Red Head Brass	Adapters, Hose	25%	FFE Category 09. Firefighting (Municipal) Hose & Accessories

CURTIS LOC/NPPGov Firefighting Equipment Product Catalog FOB: Origin (add shipping)			
Brand	**Product Description**	**Discount Off List**	**Contract (Product) Category**
Red Head Brass	Couplings, Hose	25%	FFE Category 09. Firefighting (Municipal) Hose & Accessories
Red Head Brass	Fittings, Hose	25%	FFE Category 09. Firefighting (Municipal) Hose & Accessories
Red Head Brass	Valves	25%	FFE Category 09. Firefighting (Municipal) Hose & Accessories
Red Head Brass	Waterflow Devices	25%	FFE Category 09. Firefighting (Municipal) Hose & Accessories
Rescue 42	Tools, Stabilization	Net	FFE Category 03. Extraction Tools & Supplies
Rice	Tester, Hose	1%	FFE Category 13. Maintenance, Service & Testing
RIT Safety Solutions	Bags, Rapid Intervention Team (RIT)	5%	FFE Category 01. Firefighting Equipment
Sam Carbis	Ladders	5%	FFE Category 04. Search & Rescue Equipment
Savox	Camera, Systems Search	5%	FFE Category 04. Search & Rescue Equipment
Savox Con Space	Communications	5%	FFE Category 12. Other
Scott Plastics (Scotty)	Nozzles, Hose	1%	FFE Category 09. Firefighting (Municipal) Hose & Accessories
SE International	Equipment, Detection (Radiation)	Net	FFE Category 06. Hazardous Material (HAZMAT) Equipment
Seco	Bags	5%	FFE Category 01. Firefighting Equipment
Simulaids	Training Aids and Mannequins	5%	FFE Category 05. Firefighting and Firefighter Training
Skedco	Patient Handling	Net	FFE Category 04. Search & Rescue Equipment
Smith Detection	Equipment, Detection	Net	FFE Category 06. Hazardous Material (HAZMAT) Equipment
Solberg	Foam, Firefighting	5%	FFE Category 08. Firefighting Foam
South Park	Wrenches	25%	FFE Category 01. Firefighting Equipment
South Park	Adapters, Hose	25%	FFE Category 09. Firefighting (Municipal) Hose & Accessories
South Park	Couplings, Hose	30%	FFE Category 09. Firefighting (Municipal) Hose & Accessories
South Park	Fittings, Hose	30%	FFE Category 09. Firefighting (Municipal) Hose & Accessories
South Park	Waterflow Devices and Mounts	30%	FFE Category 09. Firefighting (Municipal) Hose & Accessories
Special Service	Chisels, Pneumatic	Net	FFE Category 03. Extraction Tools & Supplies
Stihl (Pacific Stihl)	Saws	Net	FFE Category 02. Firefighting Attack Tools
Streamlight	Flashlights	30%	FFE Category 01. Firefighting Equipment

CURTIS LOC/NPPGov Firefighting Equipment Product Catalog FOB: Origin (add shipping)			
Brand	**Product Description**	**Discount Off List**	**Contract (Product) Category**
Stryker	Patient Handling	Net	FFE Category 04. Search & Rescue Equipment
Super Vac	Saws	20%	FFE Category 02. Firefighting Attack Tools
Super Vac	Fans	20%	FFE Category 06. Hazardous Material (HAZMAT) Equipment
Super Vac	Smoke Machine	20%	FFE Category 12. Other
Task Force Tips	Adapters, Hose	5%	FFE Category 09. Firefighting (Municipal) Hose & Accessories
Task Force Tips	Waterflow Devices, TFT "New Force"	net	FFE Category 09. Firefighting (Municipal) Hose & Accessories
Task Force Tips	Waterflow Equipment	30%	FFE Category 09. Firefighting (Municipal) Hose & Accessories
Task Force Tips	Nozzles, Hose	30%	FFE Category 09. Firefighting (Municipal) Hose & Accessories
Tempest	Ventilation Systems	1%	FFE Category 01. Firefighting Equipment
Tempest	Saws	1%	FFE Category 02. Firefighting Attack Tools
Tempest	Smoke Machine	1%	FFE Category 12. Other
Thermo Gel	Foam, Firefighting	Net	FFE Category 08. Firefighting Foam
Tingley	Boots, HAZMAT	25%	FFE Category 06. Hazardous Material (HAZMAT) Equipment
Tractel Grip Hoist	Tools, Come-a-long	Net	FFE Category 04. Search & Rescue Equipment
Turtle Plastics	Cribbing	5%	FFE Category 03. Extraction Tools & Supplies
Warthog	Blades, Saw	Net	FFE Category 02. Firefighting Attack Tools
Waterax	Pumps, Firefighting	Net	FFE Category 10. Fire Pumps
Waterous	Pumps, Firefighting	5%	FFE Category 10. Fire Pumps
Wehr	Saw, Windshield Glass	1%	FFE Category 03. Extraction Tools & Supplies
Weis Safety	Training Systems, Firefighting	Net	FFE Category 05. Firefighting and Firefighter Training
Weis Safety	Tester, Nozzles	Net	FFE Category 13. Maintenance, Service & Testing
Western Shelter	Tank, Water (Portable)	5%	FFE Category 12. Other
Western Shelters	Showers/pools/wands, Decon	5%	FFE Category 06. Hazardous Material (HAZMAT) Equipment
Wing Enterprises/Little Giant	Ladders	5%	FFE Category 04. Search & Rescue Equipment
Wolfpack	Packs, Wildland	2%	FFE Category 01. Firefighting Equipment

CURTIS LOC/NPPGov Firefighting Equipment Product Catalog FOB: Origin (add shipping)			
Brand	**Product Description**	**Discount Off List**	**Contract (Product) Category**
Yates	Hardware, Rope	5%	FFE Category 04. Search & Rescue Equipment
Yates	Rope	5%	FFE Category 04. Search & Rescue Equipment
Zephyr	Clamps, Hose	5%	FFE Category 09. Firefighting (Municipal) Hose & Accessories
Zephyr	Mounting Bracket, Tool	5%	FFE Category 12. Other
Ziamatic	Tools, Hand	25%	FFE Category 02. Firefighting Attack Tools
Ziamatic	Clamps, Hose	25%	FFE Category 09. Firefighting (Municipal) Hose & Accessories
Ziamatic	Mount Bracket, Hose	25%	FFE Category 09. Firefighting (Municipal) Hose & Accessories
Ziamatic	Waterflow Devices	25%	FFE Category 09. Firefighting (Municipal) Hose & Accessories
Ziamatic	Mounting Bracket, Tool	25%	FFE Category 12. Other
Zistos	Camera, Systems Search & Rescue	Net	FFE Category 04. Search & Rescue Equipment
Zistos	Video Systems, Search & Rescue	Net	FFE Category 04. Search & Rescue Equipment
Zoll	Defibrillator, Automated External (AED)	1%	FFE Category 12. Other

Curtis' price schedule includes two separate pricing approaches:

1. Pricing for customers located in the forty-eight contiguous states and Alaska (FOB: Origin)
2. Pricing for the State of Hawaii (FOB: Destination)

Generally, Curtis is offering prices that are equal to our Most Favored Customer prices for items that are included in our GSA contract to maintain compliance with the terms and conditions of our contractual agreement with the General Services Adminstration. For those products not included in our GSA contract, Curtis' proposed prices are generally better than the prices Curtis typically offers to our most favored customer.

Curtis' Pricing Schedule, **sorted by brand,** is based upon a fixed percentage (%) off marked prices defined within each of the individual suppliers' catalog included in the "Current Catalog" section, starting on page **Error! Bookmark not defined.** of this proposal):

Pricing contained in this Attachment A shall be extended to all NPPGov members upon execution of the Intergovernmental Agreement.

Participating Agencies may purchase from Vendor's authorized dealers and distributors, as applicable, provided the pricing and terms of this Agreement are extended to Participating Agencies by such dealers and distributors. Vendor's authorized dealers and distributors, as applicable, are identified in a [list, link found at http:], as may be updated from time to time. [A current list may be obtained from Vendor.]

ATTACHMENT B

to Master Price Agreement by and between VENDOR and PURCHASER.

ADDITIONAL SELLER WARRANTIES

To the extent possible, Vendor will make available all warranties from third party manufacturers of Products not manufactured by Vendor, as well as any warranties identified in this Agreement and Vendor's Proposal.

ATTACHMENT C

to Master Price Agreement by and between VENDOR and PURCHASER.

PARTICIPATING AGENCIES

The Lead Contracting Agency in cooperation with National Purchasing Partners (NPPGov) entered into this Agreement on behalf of other government agencies that desire to access this Agreement to purchase Products and Services. Vendor must work directly with any Participating Agency concerning the placement of orders, issuance of the purchase orders, contractual disputes, invoicing, and payment. The Lead Contracting Agency shall not be held liable for any costs, damages, etc., incurred by any Participating Agency.

Any subsequent contract entered into between Vendor and any Participating Agency shall be construed to be in accordance with and governed by the laws of the State in which the Participating Agency exists. Each Participating Agency is directed to execute an Intergovernmental Cooperative Purchasing Agreement ("IGA"), as set forth on the NPPGov web site, www.nppgov.com. The IGA allows the Participating Agency to purchase Products and Services from the Vendor in accordance with each Participating Agency's legal requirements as if it were the "Purchaser" hereunder.

ATTACHMENT D

to Master Price Agreement by and between VENDOR and PURCHASER.

Vendor's Proposal
(The Vendor's Proposal is not attached hereto.)
(The Vendor's Proposal is incorporated by reference herein.)

ATTACHMENT E

to Master Price Agreement by and between VENDOR and PURCHASER.

Purchaser's Request for Proposal
(The Purchaser's Request for Proposal is not attached hereto.)
(The Purchaser's Request for Proposal is incorporated by reference herein.)

ATTACHMENT F

to Master Price Agreement by and between VENDOR and PURCHASER.

ADDITIONAL VENDOR TERMS OF PURCHASE, IF ANY.

Item #5.

Staff Report 014-22

TO: Mayor and City Council

FROM: Eric Holmes, City Manager

DATE: 2/7/2022

SUBJECT Hearing Examiner reappointments

Key Points

- The hearing examiner position was created to interpret, review and implement land use or other regulations and policies in the Vancouver Municipal Code.
- Reappointments of the City's hearing examiner shall be approved annually by the City Council.
- The Planning and Code Compliance staff have been satisfied with the performance of the current hearings examiners and are requesting that they be reappointed.

Strategic Plan Alignment

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

Present Situation

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

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

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

Advantage(s)

1. This action is consistent with the adopted Hearing Examiner Ordinance (VMC 2.51).
2. Allows the City to provide objective, independent evaluation of land use matters, including certain "major developments" and appeals of land use decisions and code enforcement actions.
3. Reappointment of the current Hearing Examiner and Hearing Examiner Pro Tem will provide continuity in the conduct of hearings.

Disadvantage(s)

Expenditure of City funds; however, some of the expenses are covered through the collection of development review planning fees and fines and penalties recovered through enforcement actions.

Budget Impact

This action will not impact the budget. The approved Land Use Team budget for 2022 includes funding for hearing examiner professional service which will be sufficient to cover the anticipated costs.

Prior Council Review

None

Action Requested

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

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

ATTACHMENTS:

- Amendment to 2021 Professional Services Agreement with Sharon Rice
- 2021 Professional Services Agreement with Sharon Rice

AMENDMENT No. 1

PROFESSIONAL SERVICES AGREEMENT

HEARING EXAMINER

This is an Amendment to **PROFESSIONAL SERVICES** Agreement No. C-100546, dated February 16, 2021, by and between the City of Vancouver, a municipal corporation, under the laws of the State of Washington, hereinafter referred to as "City" and Sharon A. Rice, of the Offices of Sharon Rice Hearing Examiner LLC hereinafter referred to as “Examiner” whose address is 20126 Ballinger Way, No. 167, Shoreline WA 98155.

This amendment modifies the following portions of Section 10. Compensation and Scheduling of Payments and Section 11. Subcontracting of the Agreement.

1. The language in Section 10 is **<u>MODIFIED</u>** with the following:

   The City will pay the Examiner at the rate of One Hundred Seventy-Five Dollars ($175.00) per hour for all services rendered pursuant to this agreement, including advance file and ordinance review, the conduct of hearings, and preparation of written decisions, recommendations and orders. Any additional time the Examiner spends that is not attributable to assigned cases will not be charged to the City unless approved in advance of billing. The City will reimburse the Examiner for expenses directly and necessarily incurred for hearings assigned, including mileage at the current IRS rate per mile, photocopies at a rate of Ten Cents ($0.10) per page, parking if fees are incurred, and necessary postage with receipts. Travel time to and from Vancouver will not be paid by the City in the terms of this agreement. Subject to Section 11 below, the following subcontractor compensation rates shall apply to the Hearing Examiner’s use of subcontractors for the identified tasks:

   1. Darcie Durr (drafting findings): $80/hour
   2. Laurel Spaeth (formatting, proofreading): $35/hour
   3. LeAnna Toweill (drafting findings): $90/hour

2. The language in Section 11 is **<u>MODIFIED</u>** with the following:

   Hearing Examiner may subcontract specific tasks necessary to perform the work under this Agreement, using authorized subcontractors for the specific tasks identified above in Section 5. Hearing Examiner shall remain solely responsible for the work produced under this Agreement when using subcontractors. Hearing Examiner shall include the work performed by such subcontracts in a single monthly invoice as identified above. The amount invoiced to the City for subcontractor work shall be at a rate of 1.1 times the amount of the subcontractor invoice (or $88.00, $38.50, and $99.00 respectively). Hearing Examiner shall retain all subcontractor invoices for a period of three years following the date of invoice and allow inspection by the City if requested. The list of authorized subcontractors, the approved tasks, and the approved fee rates may be amended only by written modification to this Agreement, provided that the City shall not unreasonably withhold consent to such modification.

3. Ratification: Acts taken pursuant to this Amendment but prior to its effective date are hereby ratified and confirmed.

All other terms and conditions shall remain unchanged and in full force and effect.

DATED this ________ day of ______________, 2022

CITY OF VANCOUVER,
A municipal corporation

____
Eric Holmes, City Manager

Attest:

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

Approved as to form:

____
Jonathan Young, City Attorney

CONTRACTOR:
Sharon A. Rice, of the Offices of Sharon Rice Hearing Examiner LLC

____
Signature:

____
By: Printed Name / Title

CITY OF VANCOUVER
PROFESSIONAL SERVICES AGREEMENT No. C-100546
HEARING EXAMINER SERVICES

This Agreement by and between the City of Vancouver, a municipal corporation, under the laws of the State of Washington, hereinafter referred to as "City" and Offices of Sharon Rice Hearing Examiner PLLC hereinafter referred to as "Contractor”**.**

WHEREAS, the City desires to engage the Contractor to serve as a hearings examiner to interpret, review and implement land use or other regulations and policies as part of and in conjunction with public hearings. Contractor has agreed to offer its professional services to perform said work per City issued Request for Proposal (RFP) No. 48-20, Contractor’s proposal to said RFP; and

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

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

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

1. Statement of Work.

Contractor agrees to provide Hearing Examiner and other related services per RFP No. 48-20 and Contractor’s response to said RFP on file in City of Vancouver Procurement Services by reference hereto made a part of this Agreement.

The Hearings Examiner shall interpret, review and implement land use or other regulations and policies as part of and in conjunction with public hearings as provided in ordinances #M-3228 and M-3638 (Copies attached). The Hearing Examiner will issue decisions for conditional use permits, subdivisions, SEPA appeals, shoreline substantial development permits, shoreline conditional use permits, shoreline variances, rezones less than 25 acres, and code compliance appeals.

Contractor shall approach this project in a manner consistent with its customary practice.

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

This agreement is a purchase of professional services at the rates attached. Payment for these services shall not exceed $90,000 unless authorized in writing by the City, according to Section 7 of this Agreement. If additional time is needed, a written amendment must be attached.

2. Conflict of Interest. The Examiner agrees to disqualify herself as to any application in which the Examiner has had substantial pre-hearing contact with proponents outside of previous hearing examiner work, or the Examiner has a personal financial interest or other appearance of conflict under Chapter 42.36 RCW.

3. Procedures and Exhibits.

a) The Examiner agrees to abide by the set of rules and procedures for the conduct of hearings promulgated by the Hearing Examiner and approved by City Council.

b) During the course of the conduct of hearings, the Examiner agrees to be responsible for receiving and marking any new exhibits offered into the record. Exhibits offered at hearing will be marked with exhibit number and case file number. The City shall keep the original documents and provide Examiner with a copy thereof after the hearing date, by US Mail or by scanned documents sent by email. The Examiner will only ever possess secondary, working copies, not original exhibits. The City shall maintain the official record of each matter heard by the Examiner.

4. Recesses and Continuances. The Examiner agrees to set all recessed or continued hearings to a time certain whenever possible. All such rescheduling will be coordinated with the City to ensure that adequate facilities will be available.

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; Contractor's submitted proposal to RFP No. 48-20 and RFP No. 48-20.

6. Relation of Parties.

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

7. 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.

8. Time of Performance.

The service of the Contractor is to commence as soon as practical after receipt of the Notice to Proceed. It is agreed services hereunder shall be provided from February 22, 2021 – February 21, 2026.

9. 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.

10. Compensation and Schedule of Payments.

The City will pay the Examiner at the rate of One Hundred Seventy-Five Dollars ($175.00) per hour for all services rendered pursuant to this agreement, including advance file and ordinance review, the conduct of hearings, and preparation of written decisions, recommendations and orders. Any additional time the Examiner spends that is not attributable to assigned cases will not be charged to the City unless approved in advance of billing. The City will reimburse the Examiner for expenses directly and necessarily incurred for hearings assigned, including mileage at the current IRS rate per mile, photocopies at a rate of Ten Cents ($0.10) per page, parking if fees are incurred, and necessary postage with receipts. Travel time to and from Vancouver will not be paid by the City in the terms of this agreement. Subject to Section 11 below, the following subcontractor compensation rates shall apply to the Hearing Examiner's use of subcontractors for the identified tasks:

1. Darcie Durr (drafting findings): $75/hour
2. Laurel Spaeth (formatting, proofreading): $35/hour
3. LeAnna Toweill (drafting findings): $90/hour

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

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

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

11. Subcontracting

Hearing Examiner may subcontract specific tasks necessary to perform the work under this Agreement, using authorized subcontractors for the specific tasks identified above in Section 5. Hearing Examiner shall remain solely responsible for the work produced under this Agreement when using subcontractors. Hearing Examiner shall include the work performed by such subcontracts in a single monthly invoice as identified above. The amount invoiced to the City for subcontractor work shall be at a rate of 1.1 times the amount of the subcontractor invoice (or $82.50, $38.50, and $99.00 respectively). Hearing Examiner shall retain all subcontractor invoices for a period of three years following the date of invoice and allow inspection by the City if requested. The list of authorized subcontractors, the approved tasks, and the approved fee rates may be amended only by written modification to this Agreement, provided that the City shall not unreasonably withhold consent to such modification.

12. Ownership of Records and Documents.

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

13. Termination.

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

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

14. 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.

15. City Business and Occupation License.

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

16. Liability and Hold Harmless.

a) The Contractor shall defend, indemnify and hold harmless the City, its officers, employees, principals and agents from any and all injury or damage to the City or its property, and also from all claims, demands, causes of action, or suits of any kind that arise directly or indirectly out of, incident to, or due to any actual or alleged negligence, intentional act, or breach of duty by the Contractor, its agents, employees, representatives or subcontractors in performing work and services under this Agreement, except for injuries and damages caused by the sole negligence of the City.

b) The City shall defend, indemnify and hold harmless the Contractor and the Contractor's employees or agents from any and all injury or damage to the Contractor or its property, and also from all claims, demands, causes of action, or suits of any kind that arise directly or indirectly out of, incident to, or due to any actual or alleged negligence, intentional act, or breach of duty by the City, its officers, employees, principals and agents in performing work and services under this

Agreement, except for injuries and damages caused by the sole negligence of the Contractor or the Contractor's employees or agents.

c) In the event any claims, suits, or actions result from the concurrent negligence of (a) the City or the City's agents or employees and (b) the Contractor or the Contractor's agents or employees, the defense and indemnity provisions in the preceding paragraphs of this section shall be valid and enforceable only to the extent of each party's negligence or the negligence of its agents and employees.

d) The Contractor specifically agrees to defend and indemnify the City from claims or suits brought by Contractor's own employees against the City. For this purpose, Contractor specifically and expressly waives any immunity that may be granted it under the Washington State Industrial Insurance Act, Title 51 RCW. Further, the indemnification obligation under this Agreement shall not be limited in any way by any limitation on benefits payable to or for any third party under the workers' compensation acts. This waiver has been mutually negotiated by the parties.

17. Insurance.

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

a. Professional Liability Insurance. Contractor shall maintain Professional Liability insurance (errors and omissions) with a limit of not less than one million dollars ($1,000,000) 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 employed by either the Contractor or a subcontractor.

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

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:

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

Contractor:

Sharon A. Rice
Office of Sharon Rice Hearing Examiner, PLLC
20126 Ballinger Wy NE #167
Shoreline, WA 98155

19. Amendments.

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

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. Ratification.

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

22. 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.

23. Cooperative Purchasing:

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

24. Public Disclosure Compliance.

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

25. Debarment.

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

26. Nondiscrimination.

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

This Contract is effective as of the last signature dated below.

CITY OF VANCOUVER
A municipal corporation

DocuSigned by:
Anna Vogel
7C05B7FF675849B...
Anna Vogel, Procurement Manager

2/16/2021
Date

Attest:

DocuSigned by:
Natasha Ramras
BCF6734E40E94AE...
Natasha Ramras, City Clerk

Approved as to form:

DocuSigned by:
9A7DC2E31F694A2...
Michael Nigrey, Assistant City Attorney
For: Jonathan Young, City Attorney

CONTRACTOR:
Offices of Sharon Rice Hearing Examiner PLLC

DocuSigned by:
Sharon Rice
5A51AA4FF6A7461...
Signature

Sharon Rice Hearing Examiner
Printed Name /Title

2/3/2021
Date

Item #6.

Staff Report 015-22

TO: Mayor and City Council

FROM: Eric Holmes, City Manager

DATE: 2/7/2022

SUBJECT Contract with Living Hope Church for Management of Safe Stay Community

Key Points

- Unsheltered homelessness has drastically increased during the pandemic and has significant negative impacts. Our community does not have shelter capacity to meet the growing need.
- The Ninth Circuit Court of Appeals has held that cities cannot criminalize camping in all places, at all times, unless there is adequate access to temporary shelter (Martin v. Boise).
- Revisions to Chapter 8.22 VMC "Camping" were approved by Council in September 2021 to implement a Safe Stay Community Pilot Program as well as corresponding protections for ecologically sensitive areas within the City.
- The first City-sponsored Safe Stay Community at 11400 NE 51st Circle has been established, and opened on December 23, 2021. The establishment of that site, and the opening of an additional community shelter, effectively cleaned and cleared two large encampments previously located in that area.
- If passed, this agenda item would authorize the City Manager or designee to execute a contract with Living Hope Church for the operation of a second Safe Stay Community within the City of Vancouver. Living Hope Church was selected by way of a Request for Proposals (RFP 44-21) for Safe Stay Operators.

Strategic Plan Alignment

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

Goal 3, Objective 3.1: Strengthen community identity and sense of belonging.

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

Present Situation

Unsheltered homelessness continues to increase in our community. An estimated 500-600 individuals reside in tents or vehicles within the City of Vancouver, which poses significant health and safety risks to the individuals experiencing unsheltered homelessness, as well as the rest of the community and the environment. At this time, our community does not have an adequate supply of shelter or housing options to meet the growing need. The City Council has observed that many individuals who camp on public property do so, not by choice, but due to a lack of financial means to afford adequate shelter. These individuals are adversely mentally and physically impacted by camping. Single female camp occupants experience a disproportionately high incidence of violent crime as compared to other people. Families with children who camp as a result of a lack of adequate shelter are also disproportionately adversely impacted through risk of physical danger and impediments to childhood education.

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

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

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

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

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

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

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

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

Advantage(s)

1. Living Hope Church has extensive experience with providing shelter and outreach services to those experiencing homelessness in our community.
    - They operate the only walk-in Severe Weather Shelter in Clark County
    - They operated a city-sponsored tent camp, as a COVID-19 response, for several months in 2020.
    - They provide regular outreach services (meals, food/clothing bank, mobile shower trailer, etc.) weekly.

2. Safe Stay Communities will serve as a temporary bridge while more permanent housing and shelter options are implemented.

3. Because these sites are managed, our community will see a decrease in solid waste, encampments in unsafe spaces, and negative environmental impacts.

4. Because these sites are supported, campsite residents will have greater access to services, increased stability, and more safe, healthy, and humane living conditions as individuals work to resolve their homelessness.

Disadvantage(s)

None at this time.

Budget Impact

Funding for one Safe Stay Community is included in the 2021-2022 budget. Additional Stay Safe communities will need budget to be appropriated with the first supplemental budget of 2022. Three potential sources of funding have been identified to support this and future Safe Stay Communities that would be relied on before committing general fund resources: the property tax-supported Affordable Housing Fund, the affordable housing sales tax and CDBG/HOME funds. Budget adjustments will be needed in the Supplemental Budget to cover the cost of the set up and on-going support for additional Safe Stay Communities.

Prior Council Review

- May 24, 2021 City Council Workshop
- August 2, 2021 City Council Workshop
- August 16, 2021 City Manager Communications
- September 13, 2021 City Council Meeting

Action Requested

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

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

ATTACHMENTS:

- Contract

CITY OF VANCOUVER
SERVICES AGREEMENT
No. ____________

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

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

WHEREAS, the City advertised and issued a Request for Proposal, numbered 44-21 (hereinafter referred to as the "solicitation") and after evaluation of the Contractor's responsive proposal, found the Contractor be capable of performing the required services; and

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

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

1. **SCOPE OF WORK:** The Contractor agrees to provide the City all services and materials set forth in the proposal, Contractor's response, and below, and as further described in the City's solicitation, and the Contractor's responsive proposal to the City's solicitation, (collectively referred to herein as the "work") which are each incorporated herein by this reference, and made a part of this Agreement as if fully set forth herein.

   The Provider will be responsible for doing the following:

   a. Apply for, and receive, a Supportive Campsite Operator's Permit pursuant to VMC 8.22.
   b. Management and day-to-day operations of The Site(s).

c. Developing a base Code of Conduct with The Site residents that meets their needs while still meeting community expectations regarding safety, sanitation and cleanliness.
d. Enforce a Code of Conduct and identify the process for removing those individuals not following the rules.
e. Register and track clients in the Homeless Management Information System.
f. Assist clients with housing navigation services as a pathway to permanent housing.
g. Facilitate community-building activities between The Site residents and surrounding neighborhood(s) and/or larger community.
h. Provide strengths-based and trauma informed support and engagement to individuals in The Site community; and facilitate/coordinate connection to other community partners to provide supportive services on-site such as mental health counseling, substance use treatment, legal assistance, enrollment in benefits, literacy training, medical, dental care etc.
i. Manage snacks and develop and enforce policy on receiving food and/or other donations from outside people/agencies.
j. Monitor activity outside the perimeter of the facility to mitigate loitering around the site and help the City maintain its commitment as a Good Neighbor.
k. Maintain timely and accurate records which reflect service levels, participant characteristics, specific actions taken to assist participants, service outcomes, and expenditures

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

2. **COMPENSATION:** Payment to the Contractor for the work described in this Agreement shall not exceed $ 552,212.00 USD.

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

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

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

   The City reserves the right to correct any invoices paid in error. The Contractor shall be paid according to the rates set forth in Attachment A.

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

4. **TERM OF AGREEMENT**: The term of this Agreement shall commence on March 1, 2022 and continue until February 28, 2027. Unless directed otherwise by the City, Contractor shall perform the work in accordance with any schedules made a part of this Agreement.

5. **ORDER OF PRECEDENCE:** Where there is a conflict among or between any of these documents, the controlling documents shall be the first listed in the following sequence: Amendments to this Agreement; this Agreement; Contract Purchase Orders; the Contractor's responsive proposal to the City's solicitation, and the City's solicitation.

6. **RELATION OF PARTIES**: The Contractor, and its subcontractors, agents, employees, or other vendors contracted by the Contractor to provide services or other work for the purpose of meeting the Contractor's obligations under this agreement (collectively referred to as "subcontractors"), are independent contractors performing professional services for the City and are not employees of the City. The Contractor and its subcontractors shall not, as a result of this Agreement, accrue leave, retirement, insurance, bonding or any other rights, privileges, or benefits afforded to City employees. The Contractor and its subcontractors shall not have the authority to bind City in any way except as may be specifically provided herein.

7. **E-VERIFY:** The Contractor shall enter into and register a Memorandum of Understanding with the Department of Homeland Security E-Verify program within sixty (60) days after execution of this Agreement. The Contractor shall ensure all Contractor employees and any subcontractors assigned to perform work under this Agreement are eligible to work in the United States. The Contractor shall provide verification of compliance upon the request of the

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

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

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

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

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

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

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

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

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

13. **COMPLIANCE WITH THE LAW:** The Contractor agrees to comply with all relevant, Federal, State, and Municipal laws, rules, policies, regulations or ordinances in the performance of work under this Agreement.

14. **CITY BUSINESS AND OCCUPATION LICENSE:** The Contractor will be required to obtain a business license when contracting with the City unless allowable exemptions apply. The Contractor shall contact the State of Washington Business License Service (BLS) at: http://bls.dor.wa.gov/file.aspx, or by phone at 800-451-7985, or go to www.bls.dor.wa.gov/cities/vancouver.aspx or www.cityofvancouver.us/businesslicense, to determine whether a business license is required pursuant to the Vancouver Municipal Code (VMC) Chapter 5.04.

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

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

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

COVERAGE	LIMITS OF LIABILITY
I. Commercial General Liability:	
Policy shall include Bodily Injury, Property Damage, Personal Injury and Broad Form Contractual Liability	
Each Occurrence	$1,000,000
General Aggregate Per Occurrence	$2,000,000
Products & Completed Operations Aggregate	$2,000,000
Personal and Advertising Injury	$1,000,000
Blanket Contractual Liability	$1,000,000
II. Commercial Automobile Liability	
Policy shall include Bodily Injury and Property Damage, for any owned, Hired, and/or Non-owned vehicles used in the operation, installation and maintenance of facilities under this agreement.	
Combined Single Limit	$1,000,000
III. Workers' Compensation (applicable to the State of Washington)	
Per Occurrence	
Employer's Liability	$1,000,000
Disease Each Employee	$1,000,000
Disease Policy Limit	$1,000,000
Each Claim	$1,000,000
Annual Aggregate	$1,000,000
IV. Umbrella Liability	
Each Claim	$1,000,000
Annual Aggregate	$5,000,000

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

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

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

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

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

e. Coverage Trigger: The insurance must be written on an "occurrence" basis. This must be indicated on the Certificate.

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

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

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

For the City:
Anna Vogel
City of Vancouver
415 W 6th Street
P O Box 1995
Vancouver WA 98668-1995
Email: anna.vogel@cityofvancouver.us

For the Contractor:
Doug Frazier
Living Hope Church
2711 NE Andresen
Vancouver, WA 98661
Email: dougf@livinghopechurch.com

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

18. **AMENDMENTS:** All changes to this Agreement, including changes to the scope of work and compensation sections, must be made by written amendment and signed by all parties to this Agreement.

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

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

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

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

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

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

25. **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).

26. **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.

27. **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.

28. **WARRANTIES**: All products 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.

29. **NON-DISCRIMINATION AND EQUAL EMPLOYMENT OPPORTUNITY**: During the term of this Contract, the Supplier agrees as follows: The Supplier will not discriminate against any safe stay community residents/program participants, 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.

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

CITY OF VANCOUVER A municipal corporation	**CONTRACTOR:** Living Hope Church
____________________ Eric Holmes, City Manager	____________________ Signature
____________________ Date	____________________ Printed Name /Title
Attest:	____________________ Date
____________________ Natasha Ramras, City Clerk	
Approved as to form:	
____________________ Jonathan Young, City Attorney	

Attachment A

Supportive Campsite Program Budget

Personnel Costs						
Position	**Hourly Rate**	**Hours Per Week**	**Monthly Salary**	**Monthly Taxes & Benefits**	**Total Month**	**Total Year**
Homeless Outreach Director	$28.85	30	$4,500	$418	$4,918	$59,019
Homeless Outreach Lead	$25.00	40	$4,333	$430	$4,763	$57,150
Client Support	$23.00	16	$1,595	$161	$1,756	$21,072
Client Support	$20.00	56	$4,853	$508	$5,361	$64,335
Client Support – Night	$23.00	56	$5,581	$564	$6,145	$73,740
Client Support – Night	$23.00	56	$5,581	$564	$6,145	$73,470
Graveyard Security – 2 (for 120 days)	$25.00	40	$4,000	$396	$4,396	$52,757
					Total Payroll Costs	**$401,812**

Other Costs			
Item	**Description**	**Monthly Costs**	**Yearly Costs**
Food Operations	Food, Fuel, Maintenance	$1,000	$12,000
Stipend for Residents		$3,200	$38,400
Van and all Related Costs		$1,667	$20,000
Wi-Fi	Monthly Charges, Cables, Modem	$167	$2,000
Security Cameras	Security Cameras, Server, All Associated Costs	$500	$2,000
Laptops and Printers	Laptops and Printers for Resident Access	$83	$1,000
Propane	Portable Heater and Refill	$83	$1,000
Laundry Cards		$250	$3,000
Bus Passes		$250	$3,000
Admin and Other Fees	Accounting, HR, Data Entry, IT	$4,500	$54,000
Miscellaneous Costs	Canopy, Office	$833	$10,000
		Total Other Costs	**$150,400**

Total Annual Cost	**$552,212**

Item #7.

Staff Report 016-22

TO: Mayor and City Council

FROM: Eric Holmes, City Manager

DATE: 2/7/2022

SUBJECT Affordable Housing Fund Administrative Plan Update

Key Points

- The Affordable Housing Fund Administrative and Financial Plan guides implementation of the fund by describing eligible uses and program goals.
- Staff is proposing changes to the Administrative and Financial Plan to combine the Housing Production and Preservation goals and funding allocation to respond to community need and shift funding to assist Temporary Shelter.
- Staff anticipates meeting or exceeding the seven-year Affordable Housing Fund goals for units and households served. The proposed changes will not impact the City's ability to meet those goals.

Strategic Plan Alignment

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

Present Situation

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

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

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

Increase Annual Temporary Shelter Allocation. The need for temporary shelter is longstanding, but the COVID-19 pandemic reduced shelter capacity because of social distancing and created a stronger demand for non-congregate shelter. The number of people who are unsheltered has roughly doubled in the past five years. In response, shelter providers need additional funding to increase shelter capacity and staffing. The City's first Safe Stay Communities opened in late December 2021 and more communities are planned in 2022 to move people off the street and into secure, warm and dry pallet homes. Stay Safe communities are staffed 24 hours a day, 7 days a week, and require operational and staffing support to be successful. Currently, the Temporary Shelter AHF allocation is $300,000 per year. The proposed AHF funding shift would result in an allocation for Temporary Shelter of $1.66 million annually.

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

Advantage(s)

1. Allow the City to respond to decreased Housing Preservation demand and increased Temporary Shelter needs while still meeting or exceeding the overall goals for units for affordable housing.

2. Provide additional flexibility to rental assistance providers and households in need of assistance to become housed or maintain their housing.

Disadvantage(s)

None. The shift of annual fund revenues for Housing Preservation is not projected to impact the City's ability to meet its overall program goals.

Budget Impact

No general fund impacts. Levy funding would shift from a combined Production and Preservation allocation of $3.96 million to $2.6 million annually. This would allow a funding increase from $300,000 to $1.66 million annually for Temporary Shelter allocation.

Prior Council Review

- June 20, 2016, Council adoption of Administrative and Financial Plan
- October 2, 2017, Council adoption of amended Administrative and Financial Plan

- June 1, 2020, Council adoption of amended Administrative and Financial Plan

Action Requested

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

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

ATTACHMENTS:

- 2022 AHF Resolution to amend AHF Plan
- 2022 AHF Plan with proposed changes highlighted

02/07/2022

RESOLUTION NO. _________

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

WHEREAS, Council adopted, by resolution, the Vancouver Affordable Housing Fund Administrative and Financial Plan (A & F Plan) in June 2016 and amended the A & F Plan in October 2017 and June 2020; and

WHEREAS, the A & F Plan describes program requirements and spending targets among four program areas: Housing Production, Housing Preservation, Homelessness Prevention, and Implementation (Administration); and

WHEREAS, the A & F Plan is consistent with either the locally adopted or state-adopted comprehensive housing affordability strategy, required under the Cranston-Gonzalez national affordable housing act (42 U.S.C. Sec. 12701, et seq.), as amended; and

WHEREAS, the Vancouver Affordable Housing Fund Administrative and Financial Plan allows for amendments as needed; and

WHEREAS, because the A & F Plan was adopted prior to approval of the Affordable Housing Fund, it requires minor amendments to be used as an ongoing guide throughout the levy period; and

WHEREAS, when combining Housing Production and Preservation goals, the city has exceeded its 7-year goal for number of affordable units and will shift a portion of the annual funding allocation from Housing Units to Temporary Shelter; and

WHEREAS, the City will add some additional flexibility to rental assistance provision;

NOW, THEREFORE,

BE IT RESOLVED BY THE CITY OF VANCOUVER:

Section 1. The recitals set forth above are adopted as findings supporting the action of the City Council in adopting this resolution.

Section 2. **Vancouver Affordable Housing Fund Administrative and Financial Plan (*Amended*).**

The proposed amendments to the previously adopted Vancouver Affordable Housing Fund Administrative and Financial Plan, attached hereto and incorporated by reference, are hereby approved and adopted.

Section 3. **Severability.** In any section, sentence, clause or phrase of this resolution should be held to be invalid or unconstitutional by a court of competent jurisdiction, such invalidity or unconstitutionality shall not affect the validity or constitutionality of any other section, sentence, clause or phrase of this resolution.

Section 4. **Effective Date.** This Resolution shall become effective immediately after final adoption.

ADOPTED at regular session of the Council of the City of Vancouver, this ______ day of __________, 2022.

____
Anne McEnerny-Ogle, Mayor

Attest:

____
Natasha Ramras, City Clerk

Approved as to form:

____
Jonathan Young, City Attorney

Vancouver Affordable Housing Fund

Administrative and Financial Plan

Presented May 2016, Adopted June 20, 2016
Amended October 2, 2017
Amended June 1, 2020
Proposed Amendment January 2022

Introduction

In January 2016, following eight months of discussion by the City of Vancouver's Affordable Housing Task Force, City Council reviewed several recommendations to address Vancouver's lack of affordable housing options. Creating a locally controlled affordable housing fund was identified as the first high priority option to move forward in 2016.

After exploring potential revenue sources for an affordable housing fund, a property tax levy was identified as the most practical and timely option. The State of Washington allows cities to enact a property tax levy for affordable housing if such a measure is approved by a majority of voters (RCW 84.52.105). Funds raised must serve very low-income households in Vancouver, defined as earning up to 50% of the area median income (AMI).

In November 2016, Vancouver voters passed (by 57.6%) a levy to raise $42 million over seven years ($6 million per year) for affordable housing and services available to very low-income residents. This Administrative and Financial Plan lays out objectives for the Vancouver Affordable Housing Fund and describes how funds are managed and spent. In accordance with RCW 84.52.105, the Administrative and Financial Plan is consistent with the locally adopted comprehensive housing affordability strategy, required under the Cranston-Gonzalez national affordable housing act (42 U.S.C. Sec. 12701, et seq.), as amended.

Program Objectives

Four primary objectives guide the implementation of the Vancouver Affordable Housing Fund. The City strives to:

- Create and preserve affordable homes for residents 50% AMI or lower, promoting housing opportunity and choice throughout the City.
- Contribute to efforts to end homelessness by providing housing and services for individuals and families who are homeless or at risk of homelessness.
- Collaborate with nonprofit and for-profit developers and agencies to promote a variety of housing choices, including units in mixed-income developments.
- Leverage City investments with other funding sources to maximize the number of quality affordable housing units that are created or preserved each funding cycle.

Levy Amount, Tax Rate, and Duration

The approved levy generates $42 million over seven years ($6 million annually) for Vancouver Affordable Housing Fund projects. Collection of levy funds began January 1, 2017 and will continue through 2023.

The amount of funds collected is capped at $6 million annually for the seven-year period. As the city's assessed value changes due to shifts in property values or the number of taxable properties in Vancouver, the levy rate will also change to generate $42 million over the seven-year period. For example, if there is an overall increase in property values, the rate charged to each property owner would adjust downward accordingly.

Taxes collected for the Vancouver Affordable Housing Fund are held in a dedicated account that is separate from the City's general fund. The money is spent only on eligible uses and cannot be diverted to cover other City expenses.

2022 Update – Funding History and Demand

Since 2017, $22,037,550 in Affordable Housing Fund (AHF) has been allocated to support 30 projects with construction, acquisition, or preservation of affordable housing. The AHF funding leverages other local, state and federal funding for these projects, resulting in an overall investment of $239 million in Vancouver's affordable housing stock over the past five years. This investment resulted in 501 new units and 321 preserved units of affordable housing.

Additionally, AHF support has been used to enhance emergency shelter availability and provide rental assistance and housing services to households needing help accessing or maintaining their housing. All shelter and rental programs serve Vancouver residents who earn less than 50% AMI. AHF rental assistance has helped over 1,100 households with housing, while shelter funding resulted in improvements and staffing for 230 shelter beds, a net increase of 45 shelter beds over the past five years.

In July 2021, the City released a Notice of Funding Availability for Affordable Housing Funds. The applications received demonstrated a greater need for Temporary Shelter and Housing Production than originally anticipated during AHF planning in 2016. Meanwhile, the federal influx of approximately $30 million in eviction prevention assistance has strained local housing and service provider capacity. While there is still a large demand for rental assistance with the end of the eviction moratorium, agency capacity and current housing availability limit the amount of additional funding that can be administered for rental assistance.

The need for shelter assistance is increasing because of housing cost, housing instability, and limited shelter capacity due to the ongoing coronavirus pandemic. Unsheltered homelessness has almost doubled during the past five years. In 2017, when the city began collecting the AHF levy, the annual point-in-time count found 269 unsheltered people. This number climbed to 374 in 2018, 487 in 2019 and 516 in 2020. The 2021 point in time count was cancelled due to the pandemic and the 2022 point in time count has not yet been completed.

Eligible Fund Uses

The Vancouver Affordable Housing Fund may only be used to serve households at 50% AMI or below. Collected funds are deposited into a restricted account that can only be used for housing and services for this population.

The City provides funds to community partners (for-profit and nonprofit developers, property owners and housing/service providers) for acquisition, construction, and preservation of affordable housing and assistance to very low-income homeowners to make critical repairs. The money also supports shelter, housing and services for people who are homeless or at risk of becoming homeless.

The Vancouver Affordable Housing Fund may be used for the following activities serving households at 50% AMI or below:

- **Housing Production:**
    - Provide funds to developers for construction of new affordable rental or homeownership housing (state prevailing wages apply).
    - Provide funds to developers for acquisition/purchase of land or property for affordable housing development.
    - Provide incentives to property owners to convert existing market-rate units to affordable units.
- **Housing Preservation:**
    - Provide funds to property owners to rehabilitate existing housing to correct health, safety and livability problems.
    - Provide funds to very low-income homeowners to make basic repairs and accessibility improvements.
    - Provide funds to publicly subsidized projects (e.g., 20-year affordable tax credit project) with expiring affordability periods to ensure continued affordability.
- **Homelessness Prevention – Rent Vouchers and Services:**
    - Provide funds to service providers for housing assistance and stability services. Housing assistance may include rent, application fees, security deposits, utilities if provided in conjunction with rental assistance, and housing stabilization assistance, (costs related to obtaining or maintaining employment to remain stably housed).
- **Homelessness Prevention – Temporary Shelter:**
    - Provide funds to service providers to maintain and operate current shelters and build shelters serving people who are homeless.
    - Provide funds to service providers for motel voucher programs that provide temporary overnight shelter.
- **Implementation:** Resources for staff to develop contracts, manage the program and conduct annual monitoring for compliance.

Program Goals

The City estimates serving approximately 330 households annually. However, this number does not include additional units or households that may be created or served by leveraging Vancouver Affordable Housing Fund investments with other funding sources.

The following chart describes the original allocation of funds among eligible uses and estimated number of units and households assisted. If the pool of projects in a given award cycle does not support this funding breakdown, allocations may be shifted between uses as appropriate. City Council reviews and approves all awards made through the Affordable Housing Fund.

Original Program Goals and Estimated Households Served

	Annual funding 2017-2023	Funding breakdown by use	Annual units or households assisted*	Total funding (7 years)	Total units or households Assisted (7 years)*
Levy Revenues	$6,000,000	-	-	$42,000,000	-
Housing Production	$2,400,000	**40%**	48 units	$16,800,000	**336 units**
Housing Preservation	$1,620,000 (2017-2019) $1,560,000 (2020-2023)	**27% (2017-2019)** **26% (2020-2023)**	65 units	$11,100,000	**454 units**
Homelessness Prevention					
Rent Vouchers and Services	$1,500,000	**25%**	214 households	$10,500,000	**1,500 households**
Temporary Shelter	$300,000	**5%**	TBD	$2,100,000	**# beds TBD**
Implementation	$180,000 (2017-2019) $240,000 (2020-2023)	**3% (2017-2019)** **4% (2020-2023)**	-	$1,500,000	**-**
TOTAL	$6,000,000	**100%**	327 units/ households	$42,000,000	**2,290 units/households plus # shelter beds TBD**

*The City intends to leverage the Affordable Housing Fund with other sources to serve additional residents.

2022 Updated Goals and Estimated Households Served

In response to community need and demand for funds as indicated by 2021 AHF applications, city staff proposed combining the Housing Production and Housing Preservation goals and allocation to allow additional funding for production of units without limiting the ability to continue preserving existing units as needed. Currently, the City is overperforming on its production goal and underperforming on its preservation goal. However, the combined total of affordable units assisted through both categories after five years exceed the original combined 7-year program goals anticipated. Combining Production and Preservation allocations and goals will allow the City to reallocate $1.3 million to Temporary Shelter. This enables the City to both exceed its original housing unit goals and respond to the increased need for Temporary Shelter assistance.

2022 AHF Planned Goals and Current Outcomes

	Original 7-Year Goal		5-Year Outcomes* (12/31/21)		% of Goal Completion	Anticipated 7-year Outcomes	
Housing Production (units)	336	790	501	822	140%	570	898
Housing Preservation (units)	454		321		67%	328	
Homelessness Prevention: Rent and Services (households)	1,500		1,144		76%	1,660	
Temporary Shelter (beds)	158 (based on 2016 – 2019 contracts)		230		145%	300	

*These outcomes include both actual units/households for completed projects and expected number of units/households for projects that are currently underway.

AFH Allocation History and 2022-2023 Reallocation

	2017-2019 Years 1-3	2020-2021 Years 4-5	2022-2023 Years 6-7	Totals	%
Production	$2,400,000	$2,400,000	$2,600,000	$25,180,000	60%
Preservation	$1,620,000	$1,560,000			
Rental Assistance	$1,500,000	$1,500,000	$1,500,000	$10,500,000	25%
Temporary Shelter	$300,000	$300,000	$1,660,000	$4,820,000	11%
Implementation	$180,000	$240,000	$240,000	$1,500,000	4%
TOTAL	$6,000,000	$6,000,000	$6,000,000	$42,000,000	

Household Eligibility

Household Residency

Households residing in units assisted through the Affordable Housing Fund must be residents of Vancouver or experiencing homelessness in Vancouver (prior to assistance). This applies to Housing Production, Housing Preservation, and Rent Voucher and Services projects.

Household Income

In accordance with RCW 84.52.105, the Affordable Housing Fund is limited to serving very low-income households, defined as earning up to 50% of area median income (AMI). Very low-income limits by household size are provided annually by the U.S. Department of Housing and Urban Development. Current income limits are provided on the City's site at: www.cityofvancouver.us/ced/page/cdbg-resource-links.

Income Determination

Households must disclose all household income sources. Adequate documentation must exist on file to support the income amounts disclosed. In addition, the following conditions apply:

- **Housing Production and Preservation (rental properties)**: Household income eligibility must be determined at the time of leasing and annually thereafter. If a household is over the maximum income upon review, the next available unit in the property must be rented to an income-eligible household.
- **Housing Production and Preservation (homeownership)**: Household income eligibility must be determined at the time of purchase. If the home is sold during the Affordable Housing Fund affordability period, subsequent buyers must be income-eligible at the time of purchase.
- **Rent Vouchers and Services:** Household income eligibility of each household must be determined before assistance is provided and every 90 days thereafter. If a household is over the maximum income upon review, housing assistance through the Affordable Housing Fund must be terminated.
- **Temporary Shelter:** Household income eligibility of each household must be determined prior to placement in shelter.

Unit Eligibility

Housing Production and Preservation

Units must be located in Vancouver city limits. The monthly rent for designated Affordable Housing Fund units must not exceed what is affordable to households at 50% AMI according to the rent limits provided by the Washington State Housing Finance Commission. The 50% AMI rent limits are updated annually and include utilities. The Vancouver Housing Authority's utility allowance rates shall be used to calculate any tenant-paid utilities.

Rent Vouchers and Services

Units must be located in Vancouver city limits. The Affordable Housing Fund will contribute no more than 100% of HUD fair market rent (FMR), based on the appropriate unit size for the participant's household, unless an exception to FMR is requested and approved by the program manager. Updated fair market rents are provided annually by HUD and include utilities. The Vancouver Housing Authority's utility allowance rates shall be used to calculate any tenant-paid utilities.

Temporary Shelter

Shelter sites must be located in Vancouver city limits.

Funding Priorities

Several higher-need populations exist among Vancouver's very low-income households. To best meet the needs of these residents, the Vancouver Affordable Housing Fund prioritizes projects and programs serving:

- Senior households (must include one or more individuals age 62 or over);
- People who are homeless;
- Families with children; and
- People with special needs, including but not limited to:
    - Individuals with disabilities;
    - Individuals with mental/behavioral health or substance use issues;
    - Survivors of domestic violence; and
    - Veterans.

Geographic Focus

The program is not targeted to specific neighborhoods. Funds are available to housing projects located within the city limits of Vancouver and to programs serving Vancouver residents. See Household Eligibility and Unit Eligibility for requirements.

Award Process

Awards are allocated through an annual application process. The process may be managed in combination with the Community Development Block Grant (CDBG) and HOME Investment Partnerships Program (HOME) awards. Applications may be provided on a rolling basis in future funding rounds.

Eligible Costs

Funds are disbursed to awardees on a reimbursement basis for eligible costs, which include but are not limited to:

- Appraisals
- Architectural fees
- Case management to stabilize residents
- Closing costs
- Construction, including sales tax
- Development fees and permits
- Engineering fees
- Environmental assessments and fees
- Professional services
- Purchase/acquisition
- Housing assistance
  (may include: rent, utilities if in conjunction with rent, security deposits, ~~application~~ fees, and housing stabilization assistance)
- Inspections and surveys
- Insurance
- Interest
- Financing fees
- Rent buy-down
- Replacement reserves

Eligible Fund Recipients

Through the City selection process, priority is given to applicants with a demonstrated ability to develop, own, and/or manage affordable housing. Applicants that do not have previous experience in these areas will be expected to propose an appropriate relationship with an entity that does have this experience.

Eligible fund recipients are:

1. Nonprofit agencies: Eligible nonprofits must have a charitable purpose. The City's preference is to provide funding to nonprofit borrowers that have established housing as a primary mission. Private nonprofit agencies will be required to submit articles of incorporation and an IRS letter as proof of nonprofit status.
2. Any corporation, limited liability company, general partnership, joint venture, or limited partnership created and controlled by a nonprofit or public corporation in order to obtain tax credits or for another housing-related objective approved by the City.
3. The Vancouver Housing Authority (VHA).
4. Private for-profit firms/property owners: Eligible for-profits must have experience developing, owning, and managing multifamily rental housing. Private for-profit firms can include partnerships between one or more firms, such as a building contractor and a property manager. Private for-profit firms may also partner with nonprofit or public agencies as needed to provide sufficient capacity to develop, own and operate housing on a long-term basis.
5. Homeowners: Low-income homeowners where projects are managed and overseen through a housing and/or rehabilitation program operated by the City of Vancouver, Habitat for Humanity, or other program as approved by the program manager.

Award Limits

The maximum per-unit award is $75,000 per Housing Production unit and $40,000 per Housing Preservation unit. These limits also determine the number of units subject to continuing compliance with Affordable Housing Fund requirements throughout the affordability period. Housing Production and Preservation awards must be at least $250,000 unless otherwise approved by the City’s Chief Financial Officer.

Affordability Period

The standard affordability period for Affordable Housing Fund-designated units and shelter construction projects is 20 years, starting from the actual construction completion date. An affordability period of less than 20 years may be approved by the City Finance Department if the agency can demonstrate that 20 years would result in negative cash flow for the project, as documented by the operating budget. The affordability period start and end dates will be specified in the funding agreement, deed of trust, and affordable housing covenant.

Financing Methods

Housing Production and Preservation

Financing through the Vancouver Affordable Housing Fund for housing production and preservation projects will be provided as a grant unless the project qualifies for alternate loan terms approved by the City Finance Department. The funding will have continuing compliance requirements for 20 years or an approved alternate affordability period. All projects will be subject to an underwriting review prior to contracting. Financing terms and project requirements will be specified in a funding agreement, affordable housing covenant, promissory note and deed of trust (note and deed for loan financing only).

Homelessness Prevention

Funding for Homelessness Prevention projects (rent vouchers and services, and temporary shelter) will be in the form of a grant. Project requirements will be specified in a funding agreement.

Use of Funds Owing to the City

Sale of a project during the loan term requires City consent. Loan payments to the City will be deposited into the Vancouver Affordable Housing Fund. Payments will be reallocated by the City to very low-income housing projects or used for ongoing administrative costs to implement and monitor the fund according to priorities established in the current Administrative and Financial Plan.

Timelines

Projects must be in construction within 24 months after receiving an award of the Affordable Housing Fund dollars. Projects that do not meet this timeline will lose the award. No extensions of awards will be granted.

Monitoring

Projects will be subject to initial and ongoing monitoring to ensure that all Vancouver Affordable Housing Fund dollars are being used to assist households at or below 50% AMI.

Following project completion, Housing Production and Preservation projects will be monitored on an annual basis for continued affordability of units with city covenants.

Plan Amendments

The Vancouver Affordable Housing Fund Administrative and Financing Plan is monitored and updated as needed. Any changes will be approved with consultation of Vancouver City Council.

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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:

$ 16,728,627.10 this 7th day of February 2022.

DocuSigned by:
Anne McEnerny-Ogle
6C89D9089EC5424...
MAYOR

DocuSigned by:
Ty Stober
0EED710B42704A7...
COUNCILMEMBER

Cyndi A Turner
AUDITING OFFICER

DocuSigned by:
5282D0BA45A64D2...
COUNCILMEMBER

DATE	INCLUSIVE CHECK NUMBERS	CHECK TOTAL
January 17, 2022 - January 30, 2022	Accounts Payable Checks (see attached)	**$ 13,398,002.71**
January 17, 2022 - January 30, 2022	Hansen City Payments (see attached)	**$ 22,124.19**
January 17, 2022 - January 30, 2022	Visa Refunds (see attached)	**$ 3,875.42**
January 17, 2022 - January 30, 2022	Payroll Checks (see attached)	**$ 3,304,624.78**
TOTAL		**$ 16,728,627.10**

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	1/3/2022	122,541.30	Bank Of America N.A. - Remit-To: Charlotte NC	
Supplier Payment	Manual Wire	No Reference	1/7/2022	298.54	Allegiance Benefit Plan Management Inc	
Supplier Payment	Manual Wire	No Reference	1/10/2022	207.94	Keybank National Association	
Supplier Payment	Manual Wire	No Reference	1/18/2022	207,197.16	Blue Cross Blue Shield of Oregon	
Supplier Payment	Manual Wire	No Reference	1/18/2022	18,151.00	Washington Dental Service	
Supplier Payment	Manual Wire	No Reference	1/19/2022	1,625.00	Bank Of America N.A. - Remit-To: Charlotte NC	
Supplier Payment	Manual Wire	No Reference	1/20/2022	31,087.50	The Bank Of New York Mellon Trust Company	
Supplier Payment	Manual Wire	No Reference	1/20/2022	5,449.55	Washington Dental Service	
Supplier Payment	Manual Wire	No Reference	1/21/2022	234.00	State of Washington Department of Licensing - Remit-To: DOL - Seattle Remit	
Supplier Payment	Manual Wire	No Reference	1/24/2022	254,788.61	Blue Cross Blue Shield of Oregon	
Supplier Payment	Manual Wire	No Reference	1/24/2022	660,534.09	Clark County - Remit-To: Clark County - Treasurer Vancouver	
Supplier Payment	Manual Wire	No Reference	1/24/2022	335,784.91	Kaiser Permanente - Remit-To: Kaiser Permanente	
Supplier Payment	Manual Wire	No Reference	1/24/2022	16,506.92	Washington Dental Service	
Procurement Card Payment	Manual Wire	No Reference	1/25/2022	605,284.48	CoV Procurement Card	
Supplier Payment	Manual Wire	No Reference	1/25/2022	6,801.05	ICMA 401A	
Supplier Payment	Manual Wire	No Reference	1/25/2022	250,702.88	ICMA Corp	
Supplier Payment	Manual Wire	No Reference	1/25/2022	223.50	Oregon SDU	
Supplier Payment	Manual Wire	No Reference	1/25/2022	50,418.18	State of Washington Department of Retirement System (PERS)	
Supplier Payment	Manual Wire	No Reference	1/25/2022	851.46	Vancouver Fire Command Officers	
Supplier Payment	Manual Wire	No Reference	1/25/2022	23,044.54	Vancouver Firefighters Union Health & Welfare Trust	
Supplier Payment	Manual Wire	No Reference	1/25/2022	4,735.40	Washington SDU	
Supplier Payment	Manual Wire	No Reference	1/25/2022	17,800.00	Washington State Firefighters	
Supplier Payment	Manual Wire	No Reference	1/25/2022	18,648.44	Western States Health & Welfare Trust	
Supplier Payment	Manual Wire	No Reference	1/26/2022	969,048.47	Internal Revenue Service	
Supplier Payment	Manual Wire	No Reference	1/26/2022	335,806.31	State of Washington Department of Revenue	
Supplier Payment	Manual Wire	No Reference	1/27/2022	28.49	Allegiance Benefit Plan Management Inc	
Supplier Payment	Manual Wire	No Reference	1/27/2022	8,090.00	Bank Of America N.A. - Remit-To: Charlotte NC	Employee Reimbursement
Supplier Payment	Manual Wire	No Reference	1/27/2022	31,167.79	State of Oregon Department of Revenue	Employee Reimbursement
Supplier Payment	Manual Wire	No Reference	1/28/2022	723,482.88	State of Washington Department of Retirement System (PERS)	Employee Reimbursement
			Manual Wire Total	4,700,540.39		0
Supplier Payment	EFT	EFT-00131681	1/20/2022	143.60	Praxair Distribution Inc	
Supplier Payment	EFT	EFT-00131682	1/20/2022	152.00	Julia Thornton Investigative & Consulting Services	
Supplier Payment	EFT	EFT-00131683	1/20/2022	34,985.59	Jacobs Engineering Group Inc	
Supplier Payment	EFT	EFT-00131684	1/20/2022	2,798.32	Waxie's Enterprises Inc	
Supplier Payment	EFT	EFT-00131685	1/20/2022	14,448.56	Accenture LLP	
Supplier Payment	EFT	EFT-00131686	1/20/2022	2,084.75	Sharon Rice	
Supplier Payment	EFT	EFT-00133376	1/25/2022	68.12	Legal Shield	
Supplier Payment	EFT	EFT-00133377	1/25/2022	1,026.35	Vancouver Command Guild	
Supplier Payment	EFT	EFT-00133378	1/25/2022	13,689.17	Allegiance Benefit Plan Management Inc	Employee Reimbursement
Supplier Payment	EFT	EFT-00133379	1/25/2022	10,856.38	Vancouver Police Officer Guild	Employee Reimbursement
Supplier Payment	EFT	EFT-00133380	1/25/2022	22,337.42	IAFF Local #452	Employee Reimbursement
Supplier Payment	EFT	EFT-00133516	1/27/2022	190.00	T2 Systems Inc - Remit-To: T2- Atlanta	

*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-00133517	1/26/2022	35,785.56	Granite Construction Company	
Supplier Payment	EFT	EFT-00133518	1/27/2022	22,622.75	Outsiderinn.org	
Supplier Payment	EFT	EFT-00133519	1/27/2022	3,020.92	Eagle Newspaper Inc	
Supplier Payment	EFT	EFT-00133520	1/27/2022	751.91	Fire Systems West	
Supplier Payment	EFT	EFT-00133521	1/27/2022	360.00	Michael's Messenger Service Inc	
Supplier Payment	EFT	EFT-00133522	1/27/2022	28,437.75	Halme Excavating Inc	
Supplier Payment	EFT	EFT-00133523	1/27/2022	188,111.25	George Elevator Service LLC	
Supplier Payment	EFT	EFT-00133524	1/27/2022	352.53	Miller Mendel Inc	
Supplier Payment	EFT	EFT-00133525	1/27/2022	250.00	Rapid Response Bio Clean Inc.	
Supplier Payment	EFT	EFT-00133526	1/27/2022	1,910.00	Jacobs Engineering Group Inc	
Supplier Payment	EFT	EFT-00133527	1/27/2022	7,124.36	Accenture LLP	
Supplier Payment	EFT	EFT-00133528	1/27/2022	1,483.24	State of Washington Consolidated Technology Services	
Supplier Payment	EFT	EFT-00133529	1/27/2022	3,146.40	Net Transcripts Inc	
Supplier Payment	EFT	EFT-00133530	1/27/2022	12,360.54	Vancouvercenter Condominium Association	
Supplier Payment	EFT	EFT-00133531	1/27/2022	449.21	Praxair Distribution Inc	
Supplier Payment	EFT	EFT-00133532	1/27/2022	15,853.37	Otak Inc	
Supplier Payment	EFT	EFT-00133533	1/27/2022	860.00	Rotschy Inc	
Supplier Payment	EFT	EFT-00133534	1/27/2022	504.74	MPGTandem	
Supplier Payment	EFT	EFT-00133535	1/27/2022	834.10	JH Kelly, LLC	
			EFT Total	426,998.89		0
Expense Payment	Direct Deposit	EFT-00131670	1/20/2022	15.84	Robert Givens	Travel Advance
Expense Payment	Direct Deposit	EFT-00131671	1/20/2022	85.64	Shawna Sommerville	Travel Advance
Expense Payment	Direct Deposit	EFT-00131672	1/20/2022	167.78	Steve Wilson	Travel Advance
Cash Advance Payment	Direct Deposit	EFT-00131673	1/20/2022	30.00	James Dewey	Employee Reimbursement
Cash Advance Payment	Direct Deposit	EFT-00131674	1/20/2022	170.50	Timothy McMillan	Employee Reimbursement
Cash Advance Payment	Direct Deposit	EFT-00131675	1/20/2022	30.00	Justin Box	Employee Reimbursement
Expense Payment	Direct Deposit	EFT-00131676	1/20/2022	55.00	Frank Mazna	Employee Reimbursement
Expense Payment	Direct Deposit	EFT-00131677	1/20/2022	55.00	Jason VanderZanden	Employee Reimbursement
Expense Payment	Direct Deposit	EFT-00131678	1/20/2022	1,213.07	Timothy McMillan	
Expense Payment	Direct Deposit	EFT-00131679	1/20/2022	40.94	Pennie McCarty	
Expense Payment	Direct Deposit	EFT-00131680	1/20/2022	27.11	Ty Stober	
Expense Payment	Direct Deposit	EFT-00133501	1/27/2022	17.64	Robert Givens	Employee Reimbursement
Expense Payment	Direct Deposit	EFT-00133502	1/27/2022	42.44	Michael Schelling	Employee Reimbursement
Expense Payment	Direct Deposit	EFT-00133503	1/27/2022	40.58	Jason Ayers	Employee Reimbursement
Expense Payment	Direct Deposit	EFT-00133504	1/27/2022	63.92	Kevin Atkison	Employee Reimbursement
Expense Payment	Direct Deposit	EFT-00133505	1/27/2022	219.00	Scott Boyer	Employee Reimbursement
Expense Payment	Direct Deposit	EFT-00133506	1/27/2022	125.25	Julian Doane	Employee Reimbursement
Expense Payment	Direct Deposit	EFT-00133507	1/27/2022	32.55	Carole Boswell	Employee Reimbursement
Expense Payment	Direct Deposit	EFT-00133508	1/27/2022	136.00	William Lamkin	Employee Reimbursement
Expense Payment	Direct Deposit	EFT-00133509	1/27/2022	200.71	Harrison Glavin	Employee Reimbursement
Expense Payment	Direct Deposit	EFT-00133510	1/27/2022	289.00	Eric Thomas	Travel Advance
Expense Payment	Direct Deposit	EFT-00133511	1/27/2022	176.91	Bradley French	Travel Advance
Expense Payment	Direct Deposit	EFT-00133512	1/27/2022	1,945.25	Ty Stober	

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INVOICE PAYMENTS REPORT

Payment Category	Payment Type	Check Number	Payment Date	Payment Amount	Payment Payee	Payment Memo if applicable
Cash Advance Payment	Direct Deposit	EFT-00133513	1/27/2022	185.00	Zachary Ripp	
Cash Advance Payment	Direct Deposit	EFT-00133515	1/27/2022	30.00	Jason Nicholson	
			Direct Deposit Total	5,395.13		0
Supplier Payment	Check	040	1/18/2022	3.50	City of Vancouver - Remit-To: COV Main	Refund: bus lic fees ref COVID-19 surch ref prog
Ad Hoc Payment	Check	041	1/18/2022	1,464.58	Midland Funding LLC	Damage Deposit Refund
Ad Hoc Payment	Check	042	1/18/2022	308.07	Tristion Pieper	Utility Refunds: 0079071500-04
Supplier Payment	Check	043	1/18/2022	7,660.12	Aflac	
Supplier Payment	Check	044	1/18/2022	4,924.91	AFSCME Local #307	Utility Refunds: 0128543280-02
Supplier Payment	Check	045	1/18/2022	665.00	IAM Local #1374	Utility Refunds: 0018013700-14
Supplier Payment	Check	046	1/18/2022	8,728.95	Life Insurance Company of North America	Utility Refunds: 0082004700-07
Supplier Payment	Check	047	1/18/2022	500.00	MFS Service Center Inc	Refund: alarm billing acct 22226 inv99446059
Supplier Payment	Check	048	1/18/2022	50.00	OPEIU Local #11	Utility Refunds: 0000005911-01
Supplier Payment	Check	049	1/18/2022	4,054.00	OPEIU Local #11	MPE-314074
Supplier Payment	Check	050	1/18/2022	672.00	Teamsters Local #58	Refund: Bus Lic Fees ref COVID-19 Surch ref prog
Supplier Payment	Check	051	1/18/2022	297.50	UA Local #290	Utility Refunds: 0085098374-04
Supplier Payment	Check	052	1/18/2022	2,955.00	Western Conference of Teamsters	Utility Refunds: 0113006014-07
Supplier Payment	Check	053	1/18/2022	910.80	Western Metal Industry Pension Plan	
Customer Refund	Check	054	1/19/2022	48.59	RANDY TOMICH	
Customer Refund	Check	055	1/19/2022	3,207.88	SEA MAR COMMUNITY HEALTH CENTERS	
Supplier Payment	Check	056	1/18/2022	417.29	Accurate Corporate Services Inc	
Supplier Payment	Check	057	1/18/2022	17,500.62	Action Technology Systems	
Supplier Payment	Check	058	1/18/2022	296,812.32	Advanced Excavating Specialists LLC	
Supplier Payment	Check	059	1/18/2022	480.66	A-Line Asphalt Maintenance Inc	
Supplier Payment	Check	060	1/18/2022	798.00	Allegheny Answering Services	
Supplier Payment	Check	061	1/18/2022	8,889.51	Allegiance Benefit Plan Management Inc	
Supplier Payment	Check	062	1/18/2022	3,700.00	Allegis Group Holdings Inc - Remit-To: TekSystems Inc - Atlanta	
Supplier Payment	Check	063	1/18/2022	82,626.09	Alpine Products Inc	
Supplier Payment	Check	064	1/18/2022	190.20	American Sani-Can	
Supplier Payment	Check	065	1/18/2022	5,000.00	American Water Works	
Supplier Payment	Check	066	1/18/2022	3,500.00	Anderson Bioscience, LLC	
Supplier Payment	Check	067	1/18/2022	57,472.00	Angelo Property Co., LP	
Supplier Payment	Check	068	1/18/2022	424.17	Aramark Uniform & Career Apparel LLC - Remit-To: Aramark - Pasadena	
Supplier Payment	Check	069	1/18/2022	1,267.02	Archaelogical Investigations Northwest Inc	
Supplier Payment	Check	070	1/18/2022	93,477.00	Association of Washington Cities	
Supplier Payment	Check	071	1/18/2022	8,630.18	AT & T Mobility II LLC	
Supplier Payment	Check	072	1/18/2022	17,044.07	Bacon Collision	
Supplier Payment	Check	073	1/18/2022	5,752.50	Barran Liebman LLP	
Supplier Payment	Check	074	1/18/2022	6,793.47	BHC Consultants LLC	
Supplier Payment	Check	075	1/18/2022	238,074.04	Braun Northwest Inc	
Supplier Payment	Check	076	1/18/2022	9,863.45	Brown & Wilson Partnership LLC	
Supplier Payment	Check	077	1/18/2022	70,762.39	Brown and Caldwell - Remit-To: Brown & Caldwell - San Francisco	
Supplier Payment	Check	078	1/18/2022	2,502.50	BSK Associates - Remit-To: Supplier BSK Associates	

INVOICE PAYMENTS REPORT

Payment Category	Payment Type	Check Number	Payment Date	Payment Amount	Payment Payee	Payment Memo if applicable
Supplier Payment	Check	079	1/18/2022	1,456.33	Cadman Materials - Remit-To: Cadman - Chicago	
Supplier Payment	Check	080	1/18/2022	23,506.25	Cascadia Consulting Group Inc	
Supplier Payment	Check	081	1/18/2022	14,701.00	CBG Communications Inc	
Supplier Payment	Check	082	1/18/2022	24,656.03	CECO Inc	
Supplier Payment	Check	083	1/18/2022	1,539.79	Cellco Partnership - Remit-To: Cellco - Dallas	
Supplier Payment	Check	084	1/18/2022	5,350.00	Century West Engineering Corp	
Supplier Payment	Check	085	1/18/2022	12,768.19	CFM Strategic Communications, Inc.	
Supplier Payment	Check	086	1/18/2022	864.00	City of Vancouver - Remit-To: COV Main	
Supplier Payment	Check	087	1/18/2022	164,035.61	Clark County	
Supplier Payment	Check	088	1/18/2022	10.00	Clark County	
Supplier Payment	Check	089	1/18/2022	15,312.50	Clark County Fire District 5	
Supplier Payment	Check	090	1/18/2022	16,275.00	Clark County Gun Club	
Supplier Payment	Check	091	1/18/2022	2,000.00	Clark County Historical Society	
Supplier Payment	Check	092	1/18/2022	939,284.93	Clark County - Remit-To: Clark County - Treasurer Vancouver	
Supplier Payment	Check	093	1/18/2022	1,845.11	Clark Public Utility District No. 1	
Supplier Payment	Check	094	1/18/2022	330.13	Clark Public Utility District No. 1	
Supplier Payment	Check	095	1/18/2022	1,355.96	Clark Public Utility District No. 1	
Supplier Payment	Check	096	1/18/2022	1,171.57	Clark Public Utility District No. 1	
Supplier Payment	Check	097	1/18/2022	49,243.95	Clary Longview LLC	
Supplier Payment	Check	098	1/18/2022	4,500.00	Cloud PWR	
Supplier Payment	Check	099	1/18/2022	9,600.00	Colliers International Valuation & Advisory Services LLC	
Supplier Payment	Check	100	1/18/2022	43,459.43	Columbia Resource Company	
Supplier Payment	Check	101	1/18/2022	24.79	Comcast Holdings Corporation	
Supplier Payment	Check	102	1/18/2022	152.62	Comcast Holdings Corporation - Remit-To: Comcast Business - City of Industry	
Supplier Payment	Check	103	1/18/2022	188.29	Comcast Holdings Corporation - Remit-To: Comcast Business - City of Industry	
Supplier Payment	Check	104	1/18/2022	193.29	Comcast Holdings Corporation - Remit-To: Comcast Business - City of Industry	
Supplier Payment	Check	105	1/18/2022	113.55	Comcast Holdings Corporation - Remit-To: Comcast Business - City of Industry	
Supplier Payment	Check	106	1/18/2022	32.76	Comcast Holdings Corporation - Remit-To: Comcast Business - City of Industry	
Supplier Payment	Check	107	1/18/2022	109.92	Comcast Holdings Corporation - Remit-To: Comcast Business - City of Industry	
Supplier Payment	Check	108	1/18/2022	245.11	Comcast Holdings Corporation - Remit-To: Comcast Business - City of Industry	
Supplier Payment	Check	109	1/18/2022	116.55	Comcast Holdings Corporation - Remit-To: Comcast Business - City of Industry	
Supplier Payment	Check	110	1/18/2022	114.92	Comcast Holdings Corporation - Remit-To: Comcast Business - City of Industry	
Supplier Payment	Check	111	1/18/2022	16,998.36	Comcast Holdings Corporation - Remit-To: Comcast Holdings Corporation - Philadelphia	
Supplier Payment	Check	112	1/18/2022	7,228.00	Confluence Engineering Group LLC	
Supplier Payment	Check	113	1/18/2022	3,240.00	CyberSource Corporation - Remit-To: CyberSource - Los Angeles	
Supplier Payment	Check	114	1/18/2022	11,462.35	Dell Marketing LP	
Supplier Payment	Check	115	1/18/2022	113,973.31	Del Sol Inc	
Supplier Payment	Check	116	1/18/2022	1,350.00	DHI Water & Environment, 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	117	1/18/2022	5,535.34	Distinctive Landscape LLC	
Supplier Payment	Check	118	1/18/2022	7,950.56	DKS Associates Inc	
Supplier Payment	Check	119	1/18/2022	19,648.27	Eastbank Contractor Appliances	
Supplier Payment	Check	120	1/18/2022	7,002.50	Economic Consultants Oregon Ltd	
Supplier Payment	Check	121	1/18/2022	5,102.70	EnviroIssues Inc	
Supplier Payment	Check	122	1/18/2022	275.00	ERF Company Inc	
Supplier Payment	Check	123	1/18/2022	247.55	Eric Atwell	
Supplier Payment	Check	124	1/18/2022	8,935.28	Esther Short Commons LLP	
Supplier Payment	Check	125	1/18/2022	273,753.20	Evergreen Habitat for Humanity	
Supplier Payment	Check	126	1/18/2022	700.00	Evergreen Rural Water Of Washington	
Supplier Payment	Check	127	1/18/2022	850.00	Examworks Inc	
Supplier Payment	Check	128	1/18/2022	56.41	Experian Marketing Solutions - Remit-To: Experian - Los Angeles	
Supplier Payment	Check	129	1/18/2022	1,807.18	Ferguson Enterprises - Remit-To: Ferguson - Dallas	
Supplier Payment	Check	130	1/18/2022	4,810.00	Financial Consulting Solutions Group Inc	
Supplier Payment	Check	131	1/18/2022	45,432.75	Frontier Precision Inc	
Supplier Payment	Check	132	1/18/2022	1,502.31	Genuine Parts Company	
Supplier Payment	Check	133	1/18/2022	1,696.94	Genuine Parts Company - Remit-To: NAPA - Los Angeles	
Supplier Payment	Check	134	1/18/2022	1,567.50	Gordon Tilden Thomas & Cordell LLP	
Supplier Payment	Check	135	1/18/2022	126.36	Gordon Truck Centers	
Supplier Payment	Check	136	1/18/2022	698.97	Gray & Osborne Inc	
Supplier Payment	Check	137	1/18/2022	26,327.50	GSI Water Solutions, Inc.	
Supplier Payment	Check	138	1/18/2022	5,584.00	H&H Wood Recyclers	
Supplier Payment	Check	139	1/18/2022	34,111.56	Halbert Construction Services LLC	
Supplier Payment	Check	140	1/18/2022	4,913.50	HDR Engineering Inc - Remit-To: HDR Engineering - Chicago	
Supplier Payment	Check	141	1/18/2022	32,162.87	Herrera Environmental Consultants Inc	
Supplier Payment	Check	142	1/18/2022	6,249.99	Hispanic Metropolitan Chamber	
Supplier Payment	Check	143	1/18/2022	4,273.29	HMI Oregon - Remit-To: Pacific WRO	
Supplier Payment	Check	144	1/18/2022	10,344.39	Innovyze Inc	
Supplier Payment	Check	145	1/18/2022	1,985.57	Invintus Media LLC	
Supplier Payment	Check	146	1/18/2022	1,063.52	Iron Mountain Inc - Remit-To: Iron Mountain - New York	
Supplier Payment	Check	147	1/18/2022	10,331.37	I T Verdin Company	
Supplier Payment	Check	148	1/18/2022	558.20	J-2 Blueprint Supply Co.	
Supplier Payment	Check	149	1/18/2022	17,616.33	Janus Youth Programs Inc	
Supplier Payment	Check	150	1/18/2022	2,000.00	Jason C. Bailes PLLC	
Supplier Payment	Check	151	1/18/2022	500.00	Jeff Ellis & Associates	
Supplier Payment	Check	152	1/18/2022	2,821.00	Joe Taylor	
Supplier Payment	Check	153	1/18/2022	3,445.00	Kennedy Jenks Consultants - Remit-To: Kennedy Jenks Consulting	
Supplier Payment	Check	154	1/18/2022	1,733.83	Key Code Media, Inc	
Supplier Payment	Check	155	1/18/2022	10,488.47	Kittelson & Associates Inc	
Supplier Payment	Check	156	1/18/2022	1,085.00	Kurita America Inc - Remit-To: US Water - Minneapolis	
Supplier Payment	Check	157	1/18/2022	35,910.31	Life Insurance Company of North America	
Supplier Payment	Check	158	1/18/2022	6,857.94	MacKay Sposito 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	159	1/18/2022	8,117.17	Mackenzie Engineering Inc	
Supplier Payment	Check	160	1/18/2022	298.38	Mark IV Enterprises Inc	
Supplier Payment	Check	161	1/18/2022	19,000.00	Marvin A Schram Jr	
Supplier Payment	Check	162	1/18/2022	6,239.75	McFarlanes Bark Inc	
Supplier Payment	Check	163	1/18/2022	2,449.78	Municipal Emergency Services Inc - Remit-To: Municipal Emergency Services - Chicago	
Supplier Payment	Check	164	1/18/2022	7,064.10	Murraysmith Inc	
Supplier Payment	Check	165	1/18/2022	460.00	Murray Smith Inc	
Supplier Payment	Check	166	1/18/2022	600.00	Nagra & Atwal Corporation	
Supplier Payment	Check	167	1/18/2022	4,417.72	National Park Service - Remit-To: National Park Service - Pearson Lease	
Supplier Payment	Check	168	1/18/2022	468.72	National Safety Inc	
Supplier Payment	Check	169	1/18/2022	14,495.58	Nelson Nygaard Consulting Associates Inc - Remit-To: Nelson Nygaard Consulting Associates Inc	
Supplier Payment	Check	170	1/18/2022	687.50	Norris, Beggs & Simpson Companies LLC	
Supplier Payment	Check	171	1/18/2022	47,306.00	North Pacific Construction and Remodeling Inc	
Supplier Payment	Check	172	1/18/2022	12,637.74	Northwest Natural Gas Company - Remit-To: NW Natural - Portland	
Supplier Payment	Check	173	1/18/2022	14,256.48	Northwest Staffing Resources Inc - Remit-To: NW Staffing - Portland	
Supplier Payment	Check	174	1/18/2022	1,066.79	One Call Concepts Inc	
Supplier Payment	Check	175	1/18/2022	28,613.10	Parametrix, Inc	
Supplier Payment	Check	176	1/18/2022	4,717.97	Passport Labs Inc. - Remit-To: Passport Labs Inc	
Supplier Payment	Check	177	1/18/2022	2,250.00	PathologyExpert, Inc.	
Supplier Payment	Check	178	1/18/2022	25,269.17	PBS Engineering and Environmental Inc	
Supplier Payment	Check	179	1/18/2022	37,928.46	PC Specialists Inc - Remit-To: TIG - San Diego	
Supplier Payment	Check	180	1/18/2022	865.83	Pitney Bowes Inc	
Supplier Payment	Check	181	1/18/2022	194.30	Porter W Yett Company	
Supplier Payment	Check	182	1/18/2022	41,442.44	PPC Solutions Inc	
Supplier Payment	Check	183	1/18/2022	20,782.46	Precision Concrete Cutting Inc - Remit-To: Supplier Precision Concrete Cutting Inc	
Supplier Payment	Check	184	1/18/2022	4,955.80	Professional Service Industries	
Supplier Payment	Check	185	1/18/2022	308.00	Quick Caption Inc	
Supplier Payment	Check	186	1/18/2022	6,607.01	Qwest Corp - Remit-To: Qwest Corp- Seattle	
Supplier Payment	Check	187	1/18/2022	6,154.69	Retail Lockbox Inc	
Supplier Payment	Check	188	1/18/2022	3,238.74	RH2 Engineering, Inc.	
Supplier Payment	Check	189	1/18/2022	45,105.95	San Diego Police Equipment Co Inc	
Supplier Payment	Check	190	1/18/2022	236,909.75	SDB Contracting Services	
Supplier Payment	Check	191	1/18/2022	637.98	Security Contractors Services	
Supplier Payment	Check	192	1/18/2022	895.00	SME Solutions LLC	
Supplier Payment	Check	193	1/18/2022	74,200.49	Software House International SHI - Remit-To: SHI - Dallas	
Supplier Payment	Check	194	1/18/2022	25,170.00	Southwest Washington Humane Society	
Supplier Payment	Check	195	1/18/2022	2,736.81	SP Plus Corporation	
Supplier Payment	Check	196	1/18/2022	4.90	State of Oregon Department of Transportation - Remit-To: OR DMV - Salem	
Supplier Payment	Check	197	1/18/2022	15,747.73	State of Washington Department of Employment Security - Remit-To: State of Washington Department of Employment Security / Seattle	
Supplier Payment	Check	198	1/18/2022	145,827.91	State of Washington Department of Transportation	

INVOICE PAYMENTS REPORT

Payment Category	Payment Type	Check Number	Payment Date	Payment Amount	Payment Payee	Payment Memo if applicable
Supplier Payment	Check	199	1/18/2022	1,066.75	State of Washington State Patrol	
Supplier Payment	Check	200	1/18/2022	36.26	Stericycle Inc	
Supplier Payment	Check	201	1/18/2022	14,471.73	Sunbelt Controls Inc - Remit-To: Sunbelt Controls - Pasadena	
Supplier Payment	Check	202	1/18/2022	1,067.10	Transunion Risk & Alternative Data Solutions Inc	
Supplier Payment	Check	203	1/18/2022	5,760.00	Triangle Resources Inc	
Supplier Payment	Check	204	1/18/2022	850.65	Triple J Enterprises	
Supplier Payment	Check	205	1/18/2022	635.24	United States Dosimetry Technology Inc	
Supplier Payment	Check	206	1/18/2022	28.00	Vancouver Aire LLC	
Supplier Payment	Check	207	1/18/2022	248.00	Vast Data Concepts	
Supplier Payment	Check	208	1/18/2022	3,102.76	Walter E Nelson Company	
Supplier Payment	Check	209	1/18/2022	28,600.11	Waste Connections of Washington - Remit-To: Waste Connections - Vancouver	
Supplier Payment	Check	210	1/18/2022	905.70	Western Equipment Distributors - Remit-To: Western Equipment - Los Angeles	
Supplier Payment	Check	211	1/18/2022	5,782.27	Wilson Oil Inc	
Supplier Payment	Check	212	1/18/2022	442.62	WW Grainger Inc	Utility Refunds: 0055035200-07
Supplier Payment	Check	213	1/18/2022	65.25	XPO Logistics Enterprise Services, Inc - Remit-To: XPO - Portland	Utility Refunds: 0135000230-03
Supplier Payment	Check	214	1/18/2022	40.73	Ziply Fiber	Utility Refunds: 0147000011-03
Ad Hoc Payment	Check	215	1/19/2022	102.17	Ahlstrom Trustees,Dale and Lisa	Utility Refunds: 0026020200-05
Ad Hoc Payment	Check	216	1/19/2022	135.63	Alderson,Kathleen and Matthew	Utility Refunds: 0005020000-09
Ad Hoc Payment	Check	217	1/19/2022	195.00	Altair Global Services LLC	Utility Refunds: 0093051800-06
Ad Hoc Payment	Check	218	1/19/2022	205.79	Anaya,Jonathan	Utility Refunds: 0500004684-01
Ad Hoc Payment	Check	219	1/19/2022	99.38	Andy Atwell and Krista Salmi	Utility Refunds: 0032049600-00
Ad Hoc Payment	Check	220	1/19/2022	25.12	Ann,Tracy	Utility Refunds: 0042007600-18
Ad Hoc Payment	Check	221	1/19/2022	39.55	Avery Emma Inc	Utility Refunds: 0075011100-08
Ad Hoc Payment	Check	222	1/19/2022	115.99	Barksdale,Clarabelle	Utility Refunds: 0075011100-08
Ad Hoc Payment	Check	223	1/19/2022	1,421.68	BCC Properties 1 LLC	Utility Refunds: 0138001626-03
Ad Hoc Payment	Check	224	1/19/2022	157.71	Berard,Christine and Robert	Refund: bus lic fees COVID-19 surch ref prog
Ad Hoc Payment	Check	225	1/19/2022	70.20	Berard,Robert	Utility Refunds: 0500002511-06
Ad Hoc Payment	Check	226	1/19/2022	274.94	Bergstrom,Jennifer and Taylor	Utility Refunds: 0097001508-03 Consolidated refund created from multiple refunds
Ad Hoc Payment	Check	227	1/19/2022	90.00	Betta Togetha LLC	Utility Refunds: 0070088704-02
Ad Hoc Payment	Check	228	1/19/2022	360.05	Blackline Inc	Utility Refunds: 0113010038-02
Ad Hoc Payment	Check	229	1/19/2022	189.33	Bleth,Kathleen	Utility Refunds: 0015046600-01
Ad Hoc Payment	Check	230	1/19/2022	34.10	Bolinger,Heather	Utility Refunds: 0073004055-02
Ad Hoc Payment	Check	231	1/19/2022	97.57	Brenda Baldwin and John Garneau	Utility Refunds: 0005041600-04
Ad Hoc Payment	Check	232	1/19/2022	29.38	Brigham,Lerae J	Utility Refunds: 0129060004-02
Ad Hoc Payment	Check	233	1/19/2022	158.89	Brody,Shanah	Refund: ovrpmt of citation 7202705197
Ad Hoc Payment	Check	234	1/19/2022	42.20	Brown,Heather and Casey	Utility Refunds: 0074018148-01
Ad Hoc Payment	Check	235	1/19/2022	48.44	Brown,Kari	Utility Refunds: 0074018148-01
Ad Hoc Payment	Check	236	1/19/2022	61.20	Bruce Johnson	Utility Refunds: 0150006514-04
Ad Hoc Payment	Check	237	1/19/2022	90.52	Carpenter,Mitcheal	Utility Refunds: 0500004655-01
Ad Hoc Payment	Check	238	1/19/2022	176.02	Carpenter,Myrtle and Carol	Utility Refunds: 0070002164-06
Ad Hoc Payment	Check	239	1/19/2022	510.79	Cartagena,Juan C and Sophia C	MPE-312764
Ad Hoc Payment	Check	240	1/19/2022	43.06	Cascade West Development	Utility Refunds: 0101001532-01
Ad Hoc Payment	Check	241	1/19/2022	69.74	Cecil,Eric and Chrystal	Utility Refunds: 0093021400-10
Ad Hoc Payment	Check	242	1/19/2022	59.51	Christenson Electric Inc	Utility Refunds: 0069080056-02 Consolidated refund created from multiple refunds

INVOICE PAYMENTS REPORT

Payment Category	Payment Type	Check Number	Payment Date	Payment Amount	Payment Payee	Payment Memo if applicable
Ad Hoc Payment	Check	243	1/19/2022	659.69	Cindy Huiling Lian	Refund: CIVICGOV inv77037028 cust110161 inspector made error
Ad Hoc Payment	Check	244	1/19/2022	120.06	Clark,John and Ashlie	Liquidated damages for OCT 2021 failure to comply with response time requirements in the P1/2 LD category
Ad Hoc Payment	Check	245	1/19/2022	232.95	Clark,Ryan	Utility Refunds: 0000009220-06
Ad Hoc Payment	Check	246	1/19/2022	1,000.50	Clark College	Refund: CIVICGOV inv 77036932 cust 715306
Ad Hoc Payment	Check	247	1/19/2022	7,500.00	Clark County Emergency Medical Services District #2	Utility Refunds: 0121001216-03
Ad Hoc Payment	Check	248	1/19/2022	3,100.29	Colf Construction LLC	Utility Refunds: 0117012316-03
Ad Hoc Payment	Check	249	1/19/2022	53.00	Comfort Suites	Utility Refunds: 0045540820-02
Ad Hoc Payment	Check	250	1/19/2022	99.06	Conservice REO Unitilies	Utility Refunds: 0112001594-04
Ad Hoc Payment	Check	251	1/19/2022	181.00	Converse,Amy and Kevin	Utility Refunds: 0055021200-07
Ad Hoc Payment	Check	252	1/19/2022	194.94	Copeland,Mickael and Kamryn	Utility Refunds: 0068035300-06
Ad Hoc Payment	Check	253	1/19/2022	204.10	Cristea,Marius and Denise	Utility Refunds: 0045105176-04
Ad Hoc Payment	Check	254	1/19/2022	169.90	Dave M Smith and Rana J Newman	Utility Refunds: 0066037122-10
Ad Hoc Payment	Check	255	1/19/2022	379.03	David Holmberg, Personal Rep	Refund: alarm billing acct 5705 inv 99447497
Ad Hoc Payment	Check	256	1/19/2022	79.85	Delgadillo,Rosario	Utility Refunds: 0500004841-01
Ad Hoc Payment	Check	257	1/19/2022	160.14	Diaz,Stephanie and Dimas	Utility Refunds: 0049083708-16
Ad Hoc Payment	Check	258	1/19/2022	20.00	Don/Janice Mac Kay	Utility Refunds: 0004046600-18
Ad Hoc Payment	Check	259	1/19/2022	20.01	D R Horton Inc	Utility Refunds: 0074069518-01 Consolidated refund created from multiple refunds
Ad Hoc Payment	Check	260	1/19/2022	189.99	Edgley,Emilie and Cole	Utility Refunds: 0042028400-01
Ad Hoc Payment	Check	261	1/19/2022	30.69	Eland,Amber	Utility Refunds: 0139230800-04
Ad Hoc Payment	Check	262	1/19/2022	166.82	Emery,Donald	MPE-313491
Ad Hoc Payment	Check	263	1/19/2022	59.52	Estate of Martin Sumner	Utility Refunds: 0127010950-03
Ad Hoc Payment	Check	264	1/19/2022	89.64	Ewing,Amanda and Matthew	Utility Refunds: 0078027500-02
Ad Hoc Payment	Check	265	1/19/2022	61.47	Express Fire Systems	Utility Refunds: 0157002800-04
Ad Hoc Payment	Check	266	1/19/2022	358.67	Falcusan,Adriana	Utility Refunds: 0000001359-02
Ad Hoc Payment	Check	267	1/19/2022	83.12	Fenimore,Melana	Utility Refunds: 0126000138-03
Ad Hoc Payment	Check	268	1/19/2022	160.83	Feucht,Cheryl L and Travis E	Utility Refunds: 0099049973-01
Ad Hoc Payment	Check	269	1/19/2022	66.08	Fleckenstein,Luclaire	Utility Refunds: 0075004514-12
Ad Hoc Payment	Check	270	1/19/2022	207.00	Flores,Caitlin	Utility Refunds: 0119013028-02
Ad Hoc Payment	Check	271	1/19/2022	82.81	Forbes,Donn	Utility Refunds: 0119013028-02
Ad Hoc Payment	Check	272	1/19/2022	186.37	Fordyce,Edith	Utility Refunds: 0151001280-04
Ad Hoc Payment	Check	273	1/19/2022	483.14	Forken,Lowell and Michelle	Utility Refunds: 0061034348-11
Ad Hoc Payment	Check	274	1/19/2022	129.98	Forken,Lowell E	Utility Refunds: 0068026300-14
Ad Hoc Payment	Check	275	1/19/2022	254.61	Forslund,Eric G and Kylie M	Utility Refunds: 0086017002-01
Ad Hoc Payment	Check	276	1/19/2022	43.36	Francois,Christopher and Rian	Utility Refunds: 0118000218-09
Ad Hoc Payment	Check	277	1/19/2022	126.99	Franzman,Jodi	Utility Refunds: 0111043120-04
Ad Hoc Payment	Check	278	1/19/2022	37.44	Fraser,Casey and Cheryl	Utility Refunds: 0123002648-08
Ad Hoc Payment	Check	279	1/19/2022	117.06	Gleason,BIll	Utility Refunds: 0500002014-02 Consolidated refund created from multiple refunds
Ad Hoc Payment	Check	280	1/19/2022	261.00	Golladay,Cory	Utility Refunds: 0500002014-02
Ad Hoc Payment	Check	281	1/19/2022	47.55	Gooding,Steven and Jeanette	Claim Payment - DOL: 12/05/17 - Risk
Ad Hoc Payment	Check	282	1/19/2022	180.53	Greene,John	Utility Refunds: 0108006698-03
Ad Hoc Payment	Check	283	1/19/2022	74.47	Greene,John and Sally	Utility Refunds: 0070088684-01
Ad Hoc Payment	Check	284	1/19/2022	29,750.00	Gregory E. Price P.S. FBO Angela Diraimo	Utility Refunds: 0070088684-01
Ad Hoc Payment	Check	285	1/19/2022	115.22	Gunter,Doug	Utility Refunds: 0132000172-04
Ad Hoc Payment	Check	286	1/19/2022	38.10	Guseva,Sergey	Utility Refunds: 0063027500-10
Ad Hoc Payment	Check	287	1/19/2022	231.90	Guseva,Sergey and Inna	Claims Payment - DOL: 04/26/19 - Risk

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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	288	1/19/2022	163.04	Hagen,Diane M	Utility Refunds: 0161007560-01 Consolidated refund created from multiple refunds
Ad Hoc Payment	Check	289	1/19/2022	380.70	Halmagean,Emanuil and Viorica	Refund: Bus Lic Fees ref COVID-19 surch ref prog
Ad Hoc Payment	Check	290	1/19/2022	5,000.00	Hartford Casualty Insurance Co	Utility Refunds: 0138002356-03
Ad Hoc Payment	Check	291	1/19/2022	327.70	Heald,Maureen	Utility Refunds: 0141005576-04
Ad Hoc Payment	Check	292	1/19/2022	540.00	Heng Hing INC	Utility Refunds: 0121001456-04
Ad Hoc Payment	Check	293	1/19/2022	122.89	Henneberry,Scanlon and Lisa	Refund: return sec deposit rec when COV purch 415 building
Ad Hoc Payment	Check	294	1/19/2022	220.76	Howell,Andrew and Jennifer	CMI-312659
Ad Hoc Payment	Check	295	1/19/2022	134.90	Hui-Fang Ko and Shao-Ping Lin	CMI-312657
Ad Hoc Payment	Check	296	1/19/2022	7,919.40	IGI Resources INC	CMI-312614
Ad Hoc Payment	Check	297	1/19/2022	3,414.46	James Wickwire	CMI-312612
Ad Hoc Payment	Check	298	1/19/2022	3,672.24	James Wickwire	Utility Refunds: 0089000944-04
Ad Hoc Payment	Check	299	1/19/2022	3,414.46	James Wickwire	Claim Payment - DOL: 03/23/21 - Risk
Ad Hoc Payment	Check	300	1/19/2022	3,158.37	James Wickwire	Utility Refunds: 0003053000-27
Ad Hoc Payment	Check	301	1/19/2022	295.34	Jason A Mayes and Cyndi Mayes	Utility Refunds: 0076001165-02
Ad Hoc Payment	Check	302	1/19/2022	1,510.54	Jenny Whittier	Utility Refunds: 0060073416-04
Ad Hoc Payment	Check	303	1/19/2022	120.33	Jercinovich,Anthony and Elizabeth	Utility Refunds: 0150009412-01
Ad Hoc Payment	Check	304	1/19/2022	113.52	Johnson,Deborah	Utility Refunds: 0150009412-01
Ad Hoc Payment	Check	305	1/19/2022	247.92	Jones,Adam	Utility Refunds: 0097001508-03
Ad Hoc Payment	Check	306	1/19/2022	188.73	Jones,Tricia	Refund: Bus lic fees ref gene $12,000 or less in city limits
Ad Hoc Payment	Check	307	1/19/2022	85.27	Jones,Tricia and Robert	Utility Refunds: 0017062500-08
Ad Hoc Payment	Check	308	1/19/2022	17.68	Kathleen A Bleth Trustee	Utility Refunds: 0017062500-08
Ad Hoc Payment	Check	309	1/19/2022	217.50	Kayla Michelle Victor	Utility Refunds: 0146002285-03
Ad Hoc Payment	Check	310	1/19/2022	62.67	Klement,Tyler	Utility Refunds: 0154001570-01
Ad Hoc Payment	Check	311	1/19/2022	62.67	Klement,Tyler and Jena	Utility Refunds: 0165000180-01
Ad Hoc Payment	Check	312	1/19/2022	65.30	Kolkemo,Alan	Utility Refunds: 0067028022-20
Ad Hoc Payment	Check	313	1/19/2022	35.94	Kraft,Marjorie	Utility Refunds: 0069081900-06
Ad Hoc Payment	Check	314	1/19/2022	111.87	Kutsar,Vasily A and Raisa	MPE-313643
Ad Hoc Payment	Check	315	1/19/2022	79.00	Laspengh LLC	Refund: Bus Lic Fees ref rest located outside of city
Ad Hoc Payment	Check	316	1/19/2022	333.38	L G Harvey Jr	Utility Refunds: 0101061288-04
Ad Hoc Payment	Check	317	1/19/2022	137.28	Lori Wingate	Utility Refunds: 0082000628-16
Ad Hoc Payment	Check	318	1/19/2022	290.00	Los Potrillos Corporation 3	Utility Refunds: 0111043042-02 Consolidated refund created from multiple refunds
Ad Hoc Payment	Check	319	1/19/2022	55.48	Lotufo,Christopher and Maite	Utility Refunds: 0058019700-11
Ad Hoc Payment	Check	320	1/19/2022	107.76	Loy and Amelia Dale and Therese Schuler Dale	Utility Refunds: 0089018599-02
Ad Hoc Payment	Check	321	1/19/2022	359.00	Lubenow Family Trust	Utility Refunds: 0150003086-05
Ad Hoc Payment	Check	322	1/19/2022	350.00	Macgregor,Tom and Vivian	Utility Refunds: 0058021300-06
Ad Hoc Payment	Check	323	1/19/2022	876.05	Malone,Diana	Utility Refunds: 0128430300-02
Ad Hoc Payment	Check	324	1/19/2022	92.94	Marks,John E and Paulette O	Utility Refunds: 0076063300-07
Ad Hoc Payment	Check	325	1/19/2022	119.71	Martin Puckey and Savannah Sos	Utility Refunds: 0006013500-20
Ad Hoc Payment	Check	326	1/19/2022	69.72	Mary Talbitzer Trustee	Utility Refunds: 0112000606-05
Ad Hoc Payment	Check	327	1/19/2022	46.79	Mazini,Keith	Utility Refunds: 0063077200-04
Ad Hoc Payment	Check	328	1/19/2022	64.07	McCall,Kimberly	Utility Refunds: 0113008912-02
Ad Hoc Payment	Check	329	1/19/2022	385.29	McCord,Dennis and Julie	Utility Refunds: 0150009106-07
Ad Hoc Payment	Check	330	1/19/2022	194.00	McCoy,Bette Jo	Utility Refunds: 0086017006-03
Ad Hoc Payment	Check	331	1/19/2022	287.40	McMahon,Steven and Amy	MPE-313015
Ad Hoc Payment	Check	332	1/19/2022	295.28	Mieczkowski,Adam and Julia	MPE-313014
Ad Hoc Payment	Check	333	1/19/2022	211.00	Miller,Allen L	Utility Refunds: 0055040220-01
Ad Hoc Payment	Check	334	1/19/2022	59.51	Miller's Heating & Air	Utility Refunds: 0129002674-02

INVOICE PAYMENTS REPORT

Payment Category	Payment Type	Check Number	Payment Date	Payment Amount	Payment Payee	Payment Memo if applicable
Ad Hoc Payment	Check	335	1/19/2022	59.51	Miller's Heating & Air	Utility Refunds: 0133004200-04
Ad Hoc Payment	Check	336	1/19/2022	50.21	Mohtashami,Mohammad	Utility Refunds: 0045006102-11
Ad Hoc Payment	Check	337	1/19/2022	126.35	Naomi Hamblin Family Trust	Utility Refunds: 0045006102-11
Ad Hoc Payment	Check	338	1/19/2022	177.10	Newcomer,Daniel	Refund: CIVICGOV 77036144 cust 542982 Paid twice
Ad Hoc Payment	Check	339	1/19/2022	60.12	Newport,Desti	Utility Refunds: 0079067500-03 Consolidated refund created from multiple refunds
Ad Hoc Payment	Check	340	1/19/2022	339.88	Newport,Desti J and Milton C	Utility Refunds: 0112000366-11
Ad Hoc Payment	Check	341	1/19/2022	231.00	NW Kitchen Designs	Utility Refunds: 0074069540-03
Ad Hoc Payment	Check	342	1/19/2022	137.00	Nylund Inc	LUP-81936
Ad Hoc Payment	Check	343	1/19/2022	112.13	Oh,Younghee	Utility Refunds: 0080088400-04
Ad Hoc Payment	Check	344	1/19/2022	135.49	Olinger,Jason M and Nicki L	Utility Refunds: 0146002945-02
Ad Hoc Payment	Check	345	1/19/2022	30,344.42	Olson Engineering	Refund: alarm billing acct 22573 inv 99462572 overpymt
Ad Hoc Payment	Check	346	1/19/2022	314.22	Oxendine,Karen	WTR-311167
Ad Hoc Payment	Check	347	1/19/2022	23.27	Pace,Holly	WTR-311166
Ad Hoc Payment	Check	348	1/19/2022	50.00	Pacific Gold and Silver	WTR-311165
Ad Hoc Payment	Check	349	1/19/2022	450.00	Pacific Landscape Management	WTR-313646
Ad Hoc Payment	Check	350	1/19/2022	460.00	Pacific Landscape Management	Utility Refunds: 0124001074-04 Consolidated refund created from multiple refunds
Ad Hoc Payment	Check	351	1/19/2022	460.00	Pacific Landscape Management	Utility Refunds: 0068059600-02
Ad Hoc Payment	Check	352	1/19/2022	2,495.00	Pacific Lifestyle Homes	Utility Refunds: 0165001180-02
Ad Hoc Payment	Check	353	1/19/2022	176.88	Parsons,Diana	Refund: Alarm billing XAVIER/TONIA UPTON acct 20852 inv 99447169/99452527
Ad Hoc Payment	Check	354	1/19/2022	221.59	Partee,Chelsea and Brandon	Refund: Bus Lic Fees ref COVID-19 surch ref prog
Ad Hoc Payment	Check	355	1/19/2022	77.16	Pattison,William and Lesley	Voucher #2000378.82
Ad Hoc Payment	Check	356	1/19/2022	40.00	PCS	Utility Refunds: 0057012902-06
Ad Hoc Payment	Check	357	1/19/2022	180.00	Pho Ton LLC	Utility Refunds: 0000009163-01
Ad Hoc Payment	Check	358	1/19/2022	270.00	PNWS-AWWA	Utility Refunds: 0083000737-02
Ad Hoc Payment	Check	359	1/19/2022	30.35	Pollard,Brian and Crista	MPE-313636
Ad Hoc Payment	Check	360	1/19/2022	4,350.20	PORT OF VANCOUVER USA	Refund: inv 22263 dated 1.4.22 Gatica 7202704105 returned check
Ad Hoc Payment	Check	361	1/19/2022	26.25	Posteuca,Emmeline	Utility Refunds: 0000004883-02 Consolidated refund created from multiple refunds
Ad Hoc Payment	Check	362	1/19/2022	61.47	Prairie Electric	Utility Refunds: 0000007715-03
Ad Hoc Payment	Check	363	1/19/2022	50.87	Professional Credit Service	Utility Refunds: 0049073100-02
Ad Hoc Payment	Check	364	1/19/2022	61.73	Puzhlyakov,Aleksey	Utility Refunds: 0000007568-02
Ad Hoc Payment	Check	365	1/19/2022	30.44	Ratigan,Mitchell and Jennifer	Utility Refunds: 0079070000-26
Ad Hoc Payment	Check	366	1/19/2022	33.21	Reese,Patricia	Refund:CIVICGOV inv 77036948 cust 759007
Ad Hoc Payment	Check	367	1/19/2022	450.00	Reid-Kankelberg,Chris	Utility Refunds: 0155015200-03
Ad Hoc Payment	Check	368	1/19/2022	126.29	Remainder Unitrust,Richard and Sylvia Hovey Charitable	Partial Deposit Refund
Ad Hoc Payment	Check	369	1/19/2022	80.00	Resuscitation Group	Utility Refunds: 0012061500-02
Ad Hoc Payment	Check	370	1/19/2022	171.00	Robb,Robbie	Utility Refunds: 0161007255-01
Ad Hoc Payment	Check	371	1/19/2022	45.00	Roxy Tupua	Utility Refunds: 0034018000-03
Ad Hoc Payment	Check	372	1/19/2022	442.10	Russell,James and Christina	Utility Refunds: 0068065400-03
Ad Hoc Payment	Check	373	1/19/2022	128.22	Sage,Erin	Utility Refunds: 0057090700-02
Ad Hoc Payment	Check	374	1/19/2022	88.85	Sanderson,Christina	Utility Refunds: 0101000831-04
Ad Hoc Payment	Check	375	1/19/2022	434.23	Santic,Rodney	Utility Refunds: 0034020800-02
Ad Hoc Payment	Check	376	1/19/2022	91.35	Schmahl,Jeffrey and Karina	Utility Refunds: 0063084340-04
Ad Hoc Payment	Check	377	1/19/2022	109.69	Schneider,Carol	Utility Refunds: 0099000500-02
Ad Hoc Payment	Check	378	1/19/2022	19.13	Schwartz,Donald W	Utility Refunds: 0099000500-02
Ad Hoc Payment	Check	379	1/19/2022	58.40	Shane Haupt and Layne Bouche	Utility Refunds: 0061059820-13
Ad Hoc Payment	Check	380	1/19/2022	148.84	Shepard,Cynthia	Utility Refunds: 0045005192-02

INVOICE PAYMENTS REPORT

Payment Category	Payment Type	Check Number	Payment Date	Payment Amount	Payment Payee	Payment Memo if applicable
Ad Hoc Payment	Check	381	1/19/2022	56.38	Shepherd,Dennis and Cynthia	Utility Refunds: 0003038800-10
Ad Hoc Payment	Check	382	1/19/2022	124.76	Sherwin,Elli	Utility Refunds: 0003038800-10
Ad Hoc Payment	Check	383	1/19/2022	42.22	Shevchenko,Vitaliy and Nataly	Utility Refunds: 0106016825-00 Consolidated refund created from multiple refunds
Ad Hoc Payment	Check	384	1/19/2022	39.94	Shimogawa,Linda	Utility Refunds: 0086069900-02
Ad Hoc Payment	Check	385	1/19/2022	163.06	Shimogawa,Linda and Earl	Refund: bus lic fees ref COVID-19 surch ref prog
Ad Hoc Payment	Check	386	1/19/2022	60.00	Shirley,Carol	MPE-312640
Ad Hoc Payment	Check	387	1/19/2022	332.82	Shtefanio,Karina and Mark	Utility Refunds: 0044098900-05
Ad Hoc Payment	Check	388	1/19/2022	90.00	Slow Fox LLC	Utility Refunds: 0141003615-04
Ad Hoc Payment	Check	389	1/19/2022	59.51	Smart Choice Heating & Cooling	Utility Refunds: 0088077700-05
Ad Hoc Payment	Check	390	1/19/2022	48.37	Smith,Brenda	Utility Refunds: 0047091800-01
Ad Hoc Payment	Check	391	1/19/2022	440.30	Smith,Skylar and Anu	Utility Refunds: 0124008106-02
Ad Hoc Payment	Check	392	1/19/2022	300.00	Socha,Tasha	MPE-313361
Ad Hoc Payment	Check	393	1/19/2022	140.47	Songbird Homes Inc	MPE-312912
Ad Hoc Payment	Check	394	1/19/2022	269.46	Spring,Gene and Lorraine	4th Qtr 2021 A8 Form
Ad Hoc Payment	Check	395	1/19/2022	66.45	Squires Electric Inc	Utility Refunds: 0057038936-03
Ad Hoc Payment	Check	396	1/19/2022	66.45	Squires Electric Inc	Utility Refunds: 0057038936-03
Ad Hoc Payment	Check	397	1/19/2022	7,342.88	State of Washington	
Ad Hoc Payment	Check	398	1/19/2022	215.62	Stolle,David and Mary	Utility Refunds: 0049084098-06
Ad Hoc Payment	Check	399	1/19/2022	215.38	Stolle,Mary	Refund: ovpmt of citation 7202706345
Ad Hoc Payment	Check	400	1/19/2022	392.03	Stubbs,Arthur A and Nancy H	Utility Refunds: 0092001800-10
Ad Hoc Payment	Check	401	1/19/2022	35.00	Susan Bergdahl	Utility Refunds: 0016041300-04
Ad Hoc Payment	Check	402	1/19/2022	360.00	Tender Green Chinese Kitchen INC	Utility Refunds: 0021068001-01
Ad Hoc Payment	Check	403	1/19/2022	128.79	The Charles Leroy Lane Trust	Utility Refunds: 0015030900-06 Consolidated refund created from multiple refunds
Ad Hoc Payment	Check	404	1/19/2022	85.30	The Ernest and Edith Morris Revocable Living Trust	Utility Refunds: 0108002130-02
Ad Hoc Payment	Check	405	1/19/2022	462.30	The Estate of John G Crowley	Utility Refunds: 0033066200-04
Ad Hoc Payment	Check	406	1/19/2022	110.00	The Estate of Riley T Curtis	Utility Refunds: 0150006514-04
Ad Hoc Payment	Check	407	1/19/2022	49.57	The Jerry L Myers Revocable Trust	220110 Garnishment 15C6973-5
Ad Hoc Payment	Check	408	1/19/2022	670.47	The Keeton Family trust	Utility Refunds: 0500004586-01
Ad Hoc Payment	Check	409	1/19/2022	269.21	The Management Group	Utility Refunds: 0105006440-01
Ad Hoc Payment	Check	410	1/19/2022	90.80	The Weekely Group of Companies	Utility Refunds: 0051012400-06 Consolidated refund created from multiple refunds
Ad Hoc Payment	Check	411	1/19/2022	86.14	Thompson,Vickie J	Utility Refunds: 0061088000-03
Ad Hoc Payment	Check	412	1/19/2022	50.00	Tracie Demars	Utility Refunds: 0045027115-12
Ad Hoc Payment	Check	413	1/19/2022	170.10	Weaver,Amy and Bruce	Utility Refunds: 0078355000-03
Ad Hoc Payment	Check	414	1/19/2022	29.37	Weis,Rick	Utility Refunds: 0042028400-01
Ad Hoc Payment	Check	415	1/19/2022	36.88	Weststeyn,Joseph	Utility Refunds: 0050028100-04
Ad Hoc Payment	Check	416	1/19/2022	26.21	White,Jennifer	Utility Refunds: 0070013827-02
Ad Hoc Payment	Check	417	1/19/2022	123.48	Wight,Tammy Lee	220110 Garnishment WG1951070
Ad Hoc Payment	Check	418	1/19/2022	56.01	William Ellsworth Hayes Estate	MPE-314001
Ad Hoc Payment	Check	419	1/19/2022	91.78	WIlliams,Paul	Utility Refunds: 0086007100-31
Ad Hoc Payment	Check	420	1/19/2022	52.76	Wolfer's Inc.	Utility Refunds: 0112097070-07
Ad Hoc Payment	Check	421	1/19/2022	31.46	Wright,Keith	Utility Refunds: 0045011462-02
Ad Hoc Payment	Check	422	1/19/2022	70.83	Xu,Ji	
Ad Hoc Payment	Check	423	1/19/2022	125.50	Zachery Smith and Leilani Hernandez	
Ad Hoc Payment	Check	424	1/19/2022	82.76	Zoller,Richard L	
Supplier Payment	Check	425	1/19/2022	388.43	Chappelles Towing LLC	
Supplier Payment	Check	426	1/19/2022	534.52	Core and Main LP - Remit-To: Core and Main LP	

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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	427	1/19/2022	18,375.83	CUES Inc - Remit-To: CUES Inc - Cincinnati	
Supplier Payment	Check	428	1/25/2022	7,660.12	Aflac	
Supplier Payment	Check	429	1/25/2022	4,952.76	AFSCME Local #307	
Supplier Payment	Check	430	1/25/2022	653.23	IAM Local #1374	
Supplier Payment	Check	431	1/25/2022	8,701.15	Life Insurance Company of North America	
Supplier Payment	Check	432	1/25/2022	500.00	MFS Service Center Inc	
Supplier Payment	Check	433	1/25/2022	75.00	OPEIU Local #11	
Supplier Payment	Check	434	1/25/2022	4,157.70	OPEIU Local #11	
Supplier Payment	Check	435	1/25/2022	704.00	Teamsters Local #58	
Supplier Payment	Check	436	1/25/2022	297.50	UA Local #290	Utility Refunds: 0063008852-03
Supplier Payment	Check	437	1/25/2022	2,688.74	Western Conference of Teamsters	
Supplier Payment	Check	438	1/25/2022	916.32	Western Metal Industry Pension Plan	Utility Refunds: 0022042900-28
Ad Hoc Payment	Check	439	1/26/2022	63.48	5302 NE 84th Loop LLC	Refund: bus lic fees ref COVID-19 surch ref prog
Ad Hoc Payment	Check	440	1/26/2022	156.78	Angela D, Chad D, David L and Johana M McKinney	Utility Refunds: 0094013200-09
Ad Hoc Payment	Check	441	1/26/2022	90.00	Apex Fitness and Health INC	Utility Refunds: 0018066400-07
Ad Hoc Payment	Check	442	1/26/2022	71.27	Banning,Debra L and Robert H	Utility Refunds: 0161007900-01
Ad Hoc Payment	Check	443	1/26/2022	569.01	Baranets,Anatoliy V	Utility Refunds: 0161007900-01
Ad Hoc Payment	Check	444	1/26/2022	155.80	Barnes,Carli	Utility Refunds: 0112016000-04
Ad Hoc Payment	Check	445	1/26/2022	93.13	Beall,Jaron	Refund: COV10965 lot 18 P1/P2
Ad Hoc Payment	Check	446	1/26/2022	89.87	Beall,Jaron and Samantha	FRI-309885
Ad Hoc Payment	Check	447	1/26/2022	133.94	Bennett,Johnathan G and Kristen S	
Ad Hoc Payment	Check	448	1/26/2022	10.00	Blye Phillips	Utility Refunds: 0000004154-03 Consolidated refund created from multiple refunds
Ad Hoc Payment	Check	449	1/26/2022	516.29	Brad Stern	Utility Refunds: 0000004154-04
Ad Hoc Payment	Check	450	1/26/2022	619.70	Cabac,Aliona and Arcadie	Refund: Bus Lic Fees Ref home office outside of city limits
Ad Hoc Payment	Check	451	1/26/2022	254.25	Cabac,Aliona and Arcadie	Utility Refunds: 0147004010-04
Ad Hoc Payment	Check	452	1/26/2022	82.57	Carlos Campa Perez Jr and Amanda Campa	Utility Refunds: 0086054000-05
Ad Hoc Payment	Check	453	1/26/2022	290.00	Catherine E Morton	Utility Refunds: 0112093006-06
Ad Hoc Payment	Check	454	1/26/2022	177.00	Chretien,Marjoriee D and Chris A Sr	Utility Refunds: 0112093006-06
Ad Hoc Payment	Check	455	1/26/2022	80.42	Claypool,Lawrence and Catherine	MPE-313667
Ad Hoc Payment	Check	456	1/26/2022	79.77	Clingen,David R	Utility Refunds: 0024006700-01
Ad Hoc Payment	Check	457	1/26/2022	226.15	Clingen,David R and Melissa	
Ad Hoc Payment	Check	458	1/26/2022	61.47	Diamond Communications, Inc.	Utility Refunds: 0024006700-01
Ad Hoc Payment	Check	459	1/26/2022	222.00	Dolly M Hoisington and Royce and Lori Hull	Refund: overpymt acct 6904 inv 99460768
Ad Hoc Payment	Check	460	1/26/2022	25.12	Dolly M Hoisington and Royce and Lori Hull	Utility Refunds: 0032026401-06
Ad Hoc Payment	Check	461	1/26/2022	20.00	Donna Stone	Utility Refunds: 0032026401-06
Ad Hoc Payment	Check	462	1/26/2022	38.84	Dyer,Scott and Drue	MPE-312232
Ad Hoc Payment	Check	463	1/26/2022	122.27	Edwards,Eric	Refund: Bus lic fees ref COVID-19 surch ref prog
Ad Hoc Payment	Check	464	1/26/2022	423.73	Edwards,Eric and Vanessa	Utility Refunds: 0043042435-07
Ad Hoc Payment	Check	465	1/26/2022	166.12	Eric Morton	Refund: Bus lic fees ref bus no longer w/in city limits
Ad Hoc Payment	Check	466	1/26/2022	90.00	Evergreen Dance Academy LLC	Refund: bus lic fees ref COVID-19 surch ref prog
Ad Hoc Payment	Check	467	1/26/2022	38.57	Farmer,Marena and Curtis	
Ad Hoc Payment	Check	468	1/26/2022	290.00	Formations Design Group LLC	Refund: acct 51190 inv 99462541 appealed due to waiver
Ad Hoc Payment	Check	469	1/26/2022	1,530.00	Frontier Provisions LLC	Claims Payment - DOL: 11/01/21 - Risk
Ad Hoc Payment	Check	470	1/26/2022	20.00	Garrett Standish	Utility Refunds: 0024024600-01
Ad Hoc Payment	Check	471	1/26/2022	48,670.15	Gary Parke	Utility Refunds: 0101021526-01 Consolidated refund created from multiple refunds
Ad Hoc Payment	Check	472	1/26/2022	20.52	Gregory Reynolds	Utility Refunds: 0026010100-00

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Payment Category	Payment Type	Check Number	Payment Date	Payment Amount	Payment Payee	Payment Memo if applicable
Ad Hoc Payment	Check	473	1/26/2022	65.71	Gretchka Pujols-Garcia and David Garcia	Utility Refunds: 0036057700-22
Ad Hoc Payment	Check	474	1/26/2022	265.00	Gruett,Sandra	Utility Refunds: 0500003460-02
Ad Hoc Payment	Check	475	1/26/2022	46.07	Hansen,Carl and Sally	Utility Refunds: 0042007136-02 Consolidated refund created from multiple refunds
Ad Hoc Payment	Check	476	1/26/2022	23.84	Hart,Susan	Utility Refunds: 0002000111-02
Ad Hoc Payment	Check	477	1/26/2022	86.60	Hess,Barte P and Tina A	
Ad Hoc Payment	Check	478	1/26/2022	322.83	Hofstetter-Sarton,Ann	Utility Refunds: 0045027300-02
Ad Hoc Payment	Check	479	1/26/2022	312.24	Invest West Management	Utility Refunds: 0000005910-01
Ad Hoc Payment	Check	480	1/26/2022	121.89	Jaclyn K Freeman and Brian V Murray	Claim Payment - DOL: 2016-2017 - Risk
Ad Hoc Payment	Check	481	1/26/2022	132.07	JLE Properties LLC	Utility Refunds: 0020052700-07
Ad Hoc Payment	Check	482	1/26/2022	1,764.21	JLE Properties LLC	Utility Refunds: 0018088500-09
Ad Hoc Payment	Check	483	1/26/2022	203,422.36	Karen L Reed	Refund: Alarm Billing acct 22455 inv 99460500
Ad Hoc Payment	Check	484	1/26/2022	102.96	Kelsey Scott and Adam Benton	RES-313304
Ad Hoc Payment	Check	485	1/26/2022	525.00	Kelsheimer,David P	MPE-314617
Ad Hoc Payment	Check	486	1/26/2022	20.00	Kyle Upham/Tonia Bond	Utility Refunds: 0071098104-02
Ad Hoc Payment	Check	487	1/26/2022	818.77	LGI Homes-Washington LLC	
Ad Hoc Payment	Check	488	1/26/2022	61.47	Local Plumbing Co.	Utility Refunds: 0044081608-05
Ad Hoc Payment	Check	489	1/26/2022	29.53	McDowell,Melissa M	Claim Payment - DOL: 2016-2017 - Risk
Ad Hoc Payment	Check	490	1/26/2022	29.23	Meaney,Darren and Linda	Utility Refunds: 0054080056-02
Ad Hoc Payment	Check	491	1/26/2022	10,000.00	Michael F Reed	Utility Refunds: 0107000882-09 Consolidated refund created from multiple refunds
Ad Hoc Payment	Check	492	1/26/2022	61.47	Miller's Heating & Air	Refund: COV11424 returned permit
Ad Hoc Payment	Check	493	1/26/2022	160.61	Minnich,Kirt and Holly	Utility Refunds: 0066037102-13
Ad Hoc Payment	Check	494	1/26/2022	187.88	Monahan,Linda	Refund: cust paid grave layout, cemetery no longer provides the service
Ad Hoc Payment	Check	495	1/26/2022	102.50	Mullen-Polk Foundation	Claim Payment - DOL: 2016-2017 - Risk
Ad Hoc Payment	Check	496	1/26/2022	30.32	Nghia The Nguyen and Van Tranh Tran	Utility Refunds: 0034017200-06
Ad Hoc Payment	Check	497	1/26/2022	120.00	Nichole Kellis	
Ad Hoc Payment	Check	498	1/26/2022	63,620.75	Northwest Lawfirm	8437
Ad Hoc Payment	Check	499	1/26/2022	46.69	Olson,Nancy	Damage Deposit Refund
Ad Hoc Payment	Check	500	1/26/2022	1,580.00	Oregon Association of Clean Water Agencies	Utility Refunds: 0064024621-01
Ad Hoc Payment	Check	501	1/26/2022	500.00	Oswaldo Lopez-Lopez	Utility Refunds: 0146002956-01
Ad Hoc Payment	Check	502	1/26/2022	540.00	Plainsman Restaurant INC	Utility Refunds: 0161015390-04
Ad Hoc Payment	Check	503	1/26/2022	154.37	Pongon,Michael W and Lisa K	MPE-314310
Ad Hoc Payment	Check	504	1/26/2022	125.17	Pullman,Benjamin	Utility Refunds: 0017063000-16
Ad Hoc Payment	Check	505	1/26/2022	8.17	Quincey Qinyuan Wu and Honglin Ye Wu	Claim Payment - DOL: 01/09/22 - Risk
Ad Hoc Payment	Check	506	1/26/2022	61.47	R A Warren Plumbing Co., Inc.	Utility Refunds: 0023018411-17
Ad Hoc Payment	Check	507	1/26/2022	97.82	Rice,Colby and Maheyla	
Ad Hoc Payment	Check	508	1/26/2022	1,384.79	Richard Kooi	Refund: sec deposit for Town Plaza -merger
Ad Hoc Payment	Check	509	1/26/2022	1,258.82	RJ Property Management LLC	Utility Refunds: 0061099775-08
Ad Hoc Payment	Check	510	1/26/2022	5,906.75	SeaMar Community Health Services	Utility Refunds: 0000001079-04
Ad Hoc Payment	Check	511	1/26/2022	288.98	Stamp,Bryan and Elizabeth	Utility Refunds: 0103001440-01 Consolidated refund created from multiple refunds
Ad Hoc Payment	Check	512	1/26/2022	78.08	Sunshine Senior Care LLC	Utility Refunds: 0034017200-06
Ad Hoc Payment	Check	513	1/26/2022	261.26	Tarasyuk,Mykhaylo and Vita	Utility Refunds: 0023071300-13
Ad Hoc Payment	Check	514	1/26/2022	125.92	The Derek F Clink and Radha S Moorthy Family	Utility Refunds: 0085098374-04
Ad Hoc Payment	Check	515	1/26/2022	113.31	The Estate of Lela M Levin	Utility Refunds: 0000005910-01
Ad Hoc Payment	Check	516	1/26/2022	36.86	The Management Group	Utility Refunds: 0000005911-01
Ad Hoc Payment	Check	517	1/26/2022	446.01	The Soare/Filon Living Trust	
Ad Hoc Payment	Check	518	1/26/2022	20.20	Vancouver Prestige Plaza LLC	Utility Refunds: 0113008036-03
Ad Hoc Payment	Check	519	1/26/2022	18.10	Vancouver Prestige Plaza LLC	Utility Refunds: 0000002206-04

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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	520	1/26/2022	74.93	Wiedenmann,Claudia and Edward	Utility Refunds: 0000001415-02
Ad Hoc Payment	Check	521	1/26/2022	1,122.49	Willnow,Jennifer	Utility Refunds: 0075005553-02
Ad Hoc Payment	Check	522	1/26/2022	105.31	Wonder,Angela, James and Kathleen	Refund: Bus Lic Fees Ref COVID-19 surch ref prog
Ad Hoc Payment	Check	523	1/26/2022	96.84	Works,Jason and Stephanie	Utility Refunds: 0017011200-10 Consolidated refund created from multiple refunds
Ad Hoc Payment	Check	524	1/26/2022	129.85	Wright,Heather	Refund for SWAT over billing in 2021
Ad Hoc Payment	Check	525	1/26/2022	180.00	Wu's Investment INC	
Ad Hoc Payment	Check	526	1/26/2022	53.14	Zenith Properties NW LLC	
Customer Refund	Check	527	1/26/2022	9,383.00	CITY OF WASHOUGAL	
Supplier Payment	Check	528	1/26/2022	947,461.42	3 Kings Environmental Inc	
Supplier Payment	Check	529	1/26/2022	1,763.13	Able Fence Company Inc	
Supplier Payment	Check	530	1/26/2022	489.32	Accurate Corporate Services Inc	
Supplier Payment	Check	531	1/26/2022	6,615.00	Action Onsite Inc	
Supplier Payment	Check	532	1/26/2022	8,166.80	Action Technology Systems	
Supplier Payment	Check	533	1/26/2022	249,932.96	Advanced Excavating Specialists LLC	
Supplier Payment	Check	534	1/26/2022	248.26	Airgas, Inc	
Supplier Payment	Check	535	1/26/2022	524.80	A-Line Asphalt Maintenance Inc	
Supplier Payment	Check	536	1/26/2022	39,351.20	Allegiance Benefit Plan Management Inc	
Supplier Payment	Check	537	1/26/2022	89.00	American Water Works	Refund for over payment
Supplier Payment	Check	538	1/26/2022	141.39	Aramark Uniform & Career Apparel LLC - Remit-To: Aramark - Pasadena	
Supplier Payment	Check	539	1/26/2022	5,221.30	Arborscape Ltd Inc	
Supplier Payment	Check	540	1/26/2022	982.47	Bacon Collision	
Supplier Payment	Check	541	1/26/2022	4,007.50	Barran Liebman LLP	
Supplier Payment	Check	542	1/26/2022	7,991.03	Bloomberg Finance LP - Remit-To: Bloomberg - Boston	
Supplier Payment	Check	543	1/26/2022	22,927.92	Brightview Holdings Inc	
Supplier Payment	Check	544	1/26/2022	50,862.09	Brown and Caldwell - Remit-To: Brown & Caldwell - San Francisco	
Supplier Payment	Check	545	1/26/2022	6,325.00	Bullard Law P. L.	
Supplier Payment	Check	546	1/26/2022	13,836.40	CBG Communications Inc	
Supplier Payment	Check	547	1/26/2022	48.83	CECO Inc	Over payment of $1,603.94 on rent for both Feb. & March 2021
Supplier Payment	Check	548	1/26/2022	42.09	Cellco Partnership - Remit-To: Cellco - Dallas	
Supplier Payment	Check	549	1/26/2022	172,348.31	Clark County - Remit-To: Clark County - Treasurer Vancouver	
Supplier Payment	Check	550	1/26/2022	400,959.65	Clark Public Utility District No. 1	
Supplier Payment	Check	551	1/26/2022	207.76	Clark Public Utility District No. 1	
Supplier Payment	Check	552	1/26/2022	196.07	Clark Public Utility District No. 1	
Supplier Payment	Check	553	1/26/2022	224.80	Clark Public Utility District No. 1	
Supplier Payment	Check	554	1/26/2022	37,093.40	Clary Longview LLC	
Supplier Payment	Check	555	1/26/2022	15,000.00	Columbia Springs	
Supplier Payment	Check	556	1/26/2022	13.68	Comcast Holdings Corporation - Remit-To: Comcast Business - City of Industry	
Supplier Payment	Check	557	1/26/2022	188.29	Comcast Holdings Corporation - Remit-To: Comcast Business - City of Industry	
Supplier Payment	Check	558	1/26/2022	113.55	Comcast Holdings Corporation - Remit-To: Comcast Business - City of Industry	
Supplier Payment	Check	559	1/26/2022	104.92	Comcast Holdings Corporation - Remit-To: Comcast Business - City of Industry	

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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	560	1/26/2022	108.29	Comcast Holdings Corporation - Remit-To: Comcast Business - City of Industry	
Supplier Payment	Check	561	1/26/2022	16,034.54	Copiers Northwest	
Supplier Payment	Check	562	1/26/2022	332.55	Corporate Translation Services Inc	
Supplier Payment	Check	563	1/26/2022	12,325.24	EnviroIssues Inc	
Supplier Payment	Check	564	1/26/2022	1,290.50	Erickson Structural Consulting Engineers	
Supplier Payment	Check	565	1/26/2022	1,092.50	Eric Thomas Lanciault	
Supplier Payment	Check	566	1/26/2022	5,748.14	Fehr & Peers	
Supplier Payment	Check	567	1/26/2022	6,408.76	FFA Architecture and Interiors, Inc	
Supplier Payment	Check	568	1/26/2022	2,258.97	FS Construction LLC	
Supplier Payment	Check	569	1/26/2022	300.42	Genuine Parts Company - Remit-To: NAPA - Vancouver	
Supplier Payment	Check	570	1/26/2022	2,992.50	Gordon Tilden Thomas & Cordell LLP	
Supplier Payment	Check	571	1/26/2022	11,129.93	Halbert Construction Services LLC	
Supplier Payment	Check	572	1/26/2022	54,796.85	HDR Engineering Inc - Remit-To: HDR Engineering - Chicago	
Supplier Payment	Check	573	1/26/2022	43,039.16	Herrera Environmental Consultants Inc	
Supplier Payment	Check	574	1/26/2022	6,250.11	Hispanic Metropolitan Chamber	
Supplier Payment	Check	575	1/26/2022	18,455.85	Holt Services Inc	
Supplier Payment	Check	576	1/26/2022	1,131.39	Industrial Scientific Corporation - Remit-To: Industrial Scientific Corp - Pittsburgh	
Supplier Payment	Check	577	1/26/2022	20,004.37	ISSQUARED Inc.	
Supplier Payment	Check	578	1/26/2022	268.06	J-2 Blueprint Supply Co.	
Supplier Payment	Check	579	1/26/2022	50.00	J D Fulwiler & Company Insurance Inc.	
Supplier Payment	Check	580	1/26/2022	10,811.00	Kearns & West Inc	
Supplier Payment	Check	581	1/26/2022	9,908.00	Keller Associates Inc	
Supplier Payment	Check	582	1/26/2022	6,617.50	Kennedy Jenks Consultants - Remit-To: Kennedy Jenks Consulting	
Supplier Payment	Check	583	1/26/2022	2,500.00	Kindness 911	
Supplier Payment	Check	584	1/26/2022	6,790.72	Kittelson & Associates Inc	
Supplier Payment	Check	585	1/26/2022	262.50	Marquam Group LTD	
Supplier Payment	Check	586	1/26/2022	8,985.08	Murray Smith Inc	
Supplier Payment	Check	587	1/26/2022	12,918.24	Northwest Natural Gas Company - Remit-To: NW Natural - Portland	
Supplier Payment	Check	588	1/26/2022	20,447.12	Northwest Staffing Resources Inc - Remit-To: NW Staffing - Portland	
Supplier Payment	Check	589	1/26/2022	15,400.00	Noteworthy PR	
Supplier Payment	Check	590	1/26/2022	400.00	Oregon Transportation Forum	
Supplier Payment	Check	591	1/26/2022	244.44	Penske Commercial Vehicles US, LLC	
Supplier Payment	Check	592	1/26/2022	200.00	Portland Adventist Medical Center	
Supplier Payment	Check	593	1/26/2022	75.00	PPC Solutions Inc	
Supplier Payment	Check	594	1/26/2022	710.00	Public Safety Testing Inc	
Supplier Payment	Check	595	1/26/2022	818.80	Quadient, Inc - Remit-To: Neopost USA Inc	
Supplier Payment	Check	596	1/26/2022	484.94	Qwest Corp - Remit-To: CenturyLink - Phoenix	
Supplier Payment	Check	597	1/26/2022	1,523.80	Qwest Corp - Remit-To: Qwest CABS - Monroe	
Supplier Payment	Check	598	1/26/2022	6,588.05	Qwest Corp - Remit-To: Qwest Corp- Seattle	
Supplier Payment	Check	599	1/26/2022	8,928.00	Robert Half International Inc	
Supplier Payment	Check	600	1/26/2022	1,200.00	Rodney Lewis Hill	
Supplier Payment	Check	601	1/26/2022	6,267.00	Sequence Graphics 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	602	1/26/2022	912,885.05	Software House International SHI - Remit-To: SHI - Dallas	
Supplier Payment	Check	603	1/26/2022	14,583.35	Sonic Boom Wellness LLC	
Supplier Payment	Check	604	1/26/2022	64,610.00	Southwest Washington Regional Transportation Council	
Supplier Payment	Check	605	1/26/2022	101,540.41	State of Washington Department of Employment Security - Remit-To: State of Washington Department of Employment Security / Seattle	
Supplier Payment	Check	606	1/26/2022	128.39	State of Washington Department of Licensing - Remit-To: DOL - Seattle Remit	
Supplier Payment	Check	607	1/26/2022	72,033.51	State of Washington Department of Revenue	
Supplier Payment	Check	608	1/26/2022	465.90	State of Washington Office of the State Treasurer	
Supplier Payment	Check	609	1/26/2022	15,127.30	State of Washington Office of the State Treasurer	
Supplier Payment	Check	610	1/26/2022	325.50	Towing & Recovering Services Inc	
Supplier Payment	Check	611	1/26/2022	813.75	Triple J Enterprises	
Supplier Payment	Check	612	1/26/2022	1,803.88	United States Department of Agriculture - Remit-To: USDA APHIS - St Louis	
Supplier Payment	Check	613	1/26/2022	10,000.00	United States Postal Service - Remit-To: United States Postal Service Carol Stream IL	
Supplier Payment	Check	614	1/26/2022	154.00	Vancouver Aire LLC	
Supplier Payment	Check	615	1/26/2022	1,369.30	Veritext LLC - Remit-To: Veritext LLC	
Supplier Payment	Check	616	1/26/2022	611.34	Veterinary Specialists of North America, LLC	
Supplier Payment	Check	617	1/26/2022	2,191.57	Volcanic Manufacturing LLC	
Supplier Payment	Check	618	1/26/2022	400.15	Walter E Nelson Company	
Supplier Payment	Check	619	1/26/2022	7,364.00	Washington State Criminal Justice Training Commission	
Supplier Payment	Check	620	1/26/2022	1,100.31	Waste Connections of Washington - Remit-To: Waste Connections - Vancouver	
Supplier Payment	Check	621	1/26/2022	24,033.46	Whitney Equipment Company Inc	
Supplier Payment	Check	622	1/26/2022	148,386.01	Willis Towers Watson Insurance Services West inc	
Supplier Payment	Check	623	1/26/2022	7,700.00	W Todd Pascoe	
Supplier Payment	Check	624	1/26/2022	34.29	XPO Logistics Enterprise Services, Inc - Remit-To: XPO - Portland	
Supplier Payment	Check	625	1/26/2022	40.73	Ziply Fiber	
			Check Total	**8,265,068.30**		0
			Manual Wire Total	**4,700,540.39**		0
			EFT Total	**426,998.89**		
			Direct Deposit Total	**5,395.13**		
Hansen			1/24/2022	783.34	City Payments	Posted 01-17-22 thru 01-23-22
			1/31/2022	21,340.85	City Payments	Posted 01-24-22 thru 01-30-22
			Hansen Total	**22,124.19**		
VISA			1/24/2022	908.40	Miscellaneous	Parks Class Refunds - FCC 01-17-22 to 01-23-22
VISA			1/24/2022	905.82	Miscellaneous	Parks Class Refunds - MCC 01-17-22 to 01-23-22
VISA			1/24/2022	-	Miscellaneous	Parks Class Refunds - Special Events 01-17-22 to 01-23-22
VISA			1/24/2022	-	Miscellaneous	Parks Class Refunds - WREC 01-17-22 to 01-23-22
VISA			1/31/2022	1,499.20	Miscellaneous	Parks Class Refunds - FCC 01-24-22 to 01-30-22

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INVOICE PAYMENTS REPORT

Payment Category	Payment Type	Check Number	Payment Date	Payment Amount	Payment Payee	Payment Memo if applicable
VISA			1/31/2022	562.00	Miscellaneous	Parks Class Refunds - MCC 01-24-22 to 01-30-22
VISA			1/31/2022	-	Miscellaneous	Parks Class Refunds - Special Events 01-24-22 to 01-30-22
VISA			1/31/2022	-	Miscellaneous	Parks Class Refunds - WREC 01-24-22 to 01-30-22
			VISA Total	**3,875.42**		
			Payroll Total	**3,304,624.78**		
			GRAND TOTAL	**16,728,627.10**		

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

City of Vancouver
Payroll Council Report
January 17, 2021 - January 30, 2021

Check No.	Date	Explanation	Amount
1 - 22	01/25/22	January 25 Checks	$ 13,685.52
131687 - 133375	01/25/22	January 25 Direct Deposits	$ 3,290,939.26

$ 3,304,624.78

MEMORANDUM

DATE: February 7, 2022

TO: Mayor and Council

FROM: Mayor Anne McEnerny-Ogle

RE: **Interstate Bridge Replacement (IBR) Program – January 20, 2022 Executive Steering Group Meeting Summary**

The Executive Steering Group (ESG) for the Interstate Bridge Replacement Program (IBRP) met on Thursday, January 20th. Agenda items included an overview of the Program Work Plan and an update on Community Engagement. In addition, there were updates from Program Partners and discussion on upcoming meeting topics as well as next steps.

Opening comments from Program partners included noting that the Program is receiving heightened support and attention at federal, state, and regional levels. In particular, President Biden, Congressman Blumenauer (OR), and Senator Murray (WA) have recently expressed explicit support for the Program during meetings centered around federal funding opportunities. At the regional level both the Regional Transportation Council (RTC) Board and Metro Council have had IBR agenda items recently. On January 4th the RTC Board received a comprehensive update from IBR Program staff and on January 6th Metro Council approved a Resolution stating their "Values, Outcomes, and Actions" desired from the Program along with approval to allocate funding in the Metropolitan Transportation Improvement Program (MTIP) for the Preliminary Engineering Phase of the Program.

During Program Administrator Greg Johnson's opening remarks he noted that modeling and data analyses are progressing for each of the design options. Mayor McEnerny-Ogle inquired about visuals for the design options and IBR staff shared some initial 3-D level visuals, highlighting transit and bridge configurations under review. These visuals were also shared with the Vancouver City Council at the subsequent January 24 workshop on the IBR program.

IBR staff presented an update on the Program Work Plan including next steps to achieving a Modified Locally Preferred Alternative (LPA) by mid-summer 2022. ESG member discussion about the Work Plan centered around tolling – one of the Modified LPA components – and concern about the timing and level of determination about tolling during current analysis. Program staff conveyed that analysis currently underway is expected to inform the modified LPA decision by defining at what level the number of people driving could shift to more robust use of transit and walking and biking based on toll rates.

Results of community engagement through the end of 2021 were also presented by IBR staff. One ESG member noted a need for more feedback from a wider variety of stakeholders and via nontraditional outreach methods along with more time for ESG to discuss the engagement outcomes. There was also feedback that the engagement results should not be interpreted as a final accounting or list of what the community wants from the Program. A final report on Community Engagement through 2021 is anticipated to be posted on the IBR Program website within the next few weeks.

Following the January 20 ESG meeting, the Bi-State Legislative Committee and Vancouver City Council discussed the Program at separate meetings on January 24. At both meetings additional perspectives of the 3-D visuals shared with ESG were presented along with the Program Work Plan and next steps. Representatives from RTC and Metro also presented at the Bi-State meeting, highlighting that the Program analysis will be comprehensive, with discreet review of each component, and that climate and equity need to be centered during analysis.

The next ESG meeting is scheduled for February 17th. Agenda items are anticipated to include discussion on transit and equity, an economic impact assessment, and schedule updates. Additional ESG meetings are being considered for the next few months as key decisions leading to a modified Locally Preferred Alternative are forthcoming.

The January 20th ESG meeting and associated materials are posted here:
https://www.interstatebridge.org/get-involved-folder/calendar/esg-january-20-2022-meeting/

The January 24th Bi-State Legislative Action Committee meeting can be viewed here:
https://app.leg.wa.gov/committeeschedules/?eventid=2022011469#//28113

Staff Contact:
Katherine Kelly, Senior Policy Advisor, Katherine.Kelly@cityofvancouver.us

MEMORANDUM

DATE: February 7, 2022

TO: Mayor and City Council

FROM: Eric Holmes, City Manager
Katherine Kelly, Senior Policy Advisor

RE: **Oregon Toll Program Update**

Background
Per direction of the Oregon legislature in 2017 via HB 2017, the Oregon Department of Transportation (ODOT) is continuing work to plan for and implement a Toll Program which consists of tolling I-5 and I-205 in the Portland metro region. There are two primary projects within the Toll Program, namely the I-205 Toll Project and the Regional Mobility Pricing Project (RMPP). Attachment A shows the geographic extents of both projects. The following summarizes the history and current status of the projects.

Value Pricing Policy Advisory Committee
Following adoption of HB 2017 by the Oregon Legislature and direction from the Oregon Transportation Commission (OTC), the Oregon Department of Transportation (ODOT) convened a Policy Advisory Committee for the Portland Metro Area Value Pricing Feasibility Analysis, to make recommendations to the OTC on how to implement tolling on I-5 and I-205. The Policy Advisory Committee met six times between November 2017 and May 2018, with Mayor Anne McEnerny-Ogle representing the City alongside representatives of other metro area jurisdictions and transportation advocacy organizations. There was no formal vote of this group, and the project team summarized the overall PAC recommendation in a report to OTC here, which included three tolling concepts: 1-205 between Stafford Road and OR-213 and including the Abernathy Bridge; I-5 between approximately N Going Street to SW Multnomah Blvd.; and pricing all lanes in all directions for the entire length of I-5 and I-205 between Tualatin and the Columbia River.

Throughout the process, City staff updated the full Council, which developed a policy framework to respond to the above projects and an overall Oregon Tolling Program. The full framework is available here, and emphasized the following:

- Coordination with metropolitan aera transportation and transit agencies must include Southwest Washington and be thoughtful and ongoing throughout the planning process.
- Analysis conducted as part of implementing any toll proposal must be region-wide and include the entire bi-state transportation network.
- Mitigation of impacts from toll projects must consider the entire regional system, be equally applicable in both Oregon and Washington, and include all impacted local street

systems and highways. All impacts, both direct and indirect, must be addressed by mitigation strategies that are proportional to the impact.

- Increased transit options must be provided regardless of state of origin.
- Tolling revenues should be used to address issues of regional significance- including bottleneck relief, transit enhancements and multimodal improvements- and should be tied to the corridor where the revenue is generated.
- Implementation of tolling should be collaborative and equitable, and include ongoing opportunities for meaningful participation by both policymakers and community members.

Oregon Toll Program
Following the Portland Metro Area Value Pricing Feasibility Analysis and the work of the Policy Advisory Committee, the Oregon Transportation Commission directed ODOT to see FHWA approval for tolling and initiated the following projects under the umbrella of a new Oregon Toll Program:

I-205 Toll Project
The I-205 Project will toll a segment of this roadway between Stafford Road and Oregon Route 213 in Clackamas County. Tolling will help fund improvements that include an additional travel lane through an existing two-lane section that creates a significant peak period bottleneck and replacement of the Abernathy Bridge over the Willamette River. This project has completed planning and is entering the Preliminary Engineering (P.E.) phase. Before formally beginning the P.E. phase there are two separate actions required first by Metro's Joint Policy Advisory Committee on Transportation (JPACT) and then by Metro Council. The first required action is to amend the Metro Regional Transportation Plan so that it includes the I-205 Project in it's financially constrained, or most near-term, project list. Once the project is amended into the Plan an additional step is to program funds for P.E. into the Metropolitan Transportation Improvement Program (MTIP). Within the next month or two both JPACT and Metro Council are being asked by ODOT to approve these actions.

If the two Metro actions are approved, the National Environmental Policy Act (NEPA) process to develop an Environmental Assessment (EA) will begin. ODOT has committed to the following actions if funds are allocated in the MTIP and the EA process gets underway:

- Inclusive, equitable community engagement
- Further analysis on diversion and potential mitigation for impacts
- Development of potential multimodal strategies
- Development of low-income toll rate strategies
- Preliminary design of the tolling gantries for I-205
- Traffic and revenue study to understand funding potential and schedule for construction of other phases of I-205 improvements.

Regional Mobility Pricing Project (RMPP)
The RMPP evaluates variable rate pricing on all lanes of I-5 and I-205 within the Portland metro area other than I-5 within the Interstate Bridge Replacement Program area. In December 2020, the Oregon Transportation Commission directed ODOT staff to move forward with tolling the full length of I-5 and I-205. This option was included in the Value Pricing Policy Advisory Committee (PAC) recommendation to the OTC in 2018 but at that time was anticipated to be implemented after both the I-205 Project and a proposed priced roadway project on I-5 between N. Going Street and SW Multnomah Blvd. were complete. The RMPP combines the shorter I-5 segment with the full priced roadway concept, effectively skipping what was anticipated to be an interim step before moving to a priced roadway for the full extent of both corridors in the region. In 2021 ODOT initiated a federal Planning and Environmental Linkage (PEL) process, the goal of which is to identify the project purpose, needs, area of impact, and initial concepts that will be evaluated for environmental impacts under NEPA. That work has begun through outreach with agency partners and the public and in fall 2021 a draft Purpose and Need Statement was created. Additional PEL work is underway and an update of the draft Purpose and Need Statement is slated to be available for review and comment by the public in late Spring, 2022.

In order for the planning work to continue on the RMPP, Metro JPACT recently approved adding the project to Metro's annual work program, the Unified Planning Work Program (UPWP). This was an administrative action and did not require approval of new funds, as that action was completed in 2021. Metro Council is anticipated to also approve this action soon.

Wrap up of the Planning phase for the RMPP is expected to be completed in mid- to late-2022. The formal NEPA process is anticipated to begin Q4 of 2022. The City of Vancouver is a Participating Agency within the NEPA process for this project; staff are participating on all appropriate technical advisory committees and will develop and vet future comments with the City Council that identify impacts to Vancouver residents as part of the full project record, per previous Council direction.

Key Issues
A key concern shared with ODOT staff during their most recent update to Vancouver Council in August, 2021, is that tolling of I-5 and I-205 will impact City of Vancouver residents and business owners in ways that will be challenging to mitigate, given existing restrictions on revenue flow across state lines as well as state of Oregon constitutional restrictions on use of toll revenue to fund mitigations such as transit service enhancements. Without transit investment to mitigate impacts, it appears that Southwest Washington residents will be disproportionately negatively impacted by ODOT's Tolling Program. Conversely, Southwest Washington provides a large employment base in Portland, estimated to be a minimum of 40,000 workers. This includes many who have been displaced from Portland due to the cost of housing and have settled in Vancouver where its relatively more affordable.

There are also questions about how to extend discounts for low-income families and workers and other mitigations for equity communities to Washington residents. An Equity and Mobility Advisory Committee (EMAC) has been meeting for nearly two years and has drafted a set of Foundational Statements (Attachment C) to guide development of mitigations and overall Program expectations. The Statements are still being refined and, along with the Committee's work plan for 2022 (Attachment D), we are waiting on more information on how these will apply to residents and businesses located in Washington. Attachment D outlines EMAC's work plan for 2022.

In addition, partners have repeatedly asked ODOT to consider aligning the timing of the two different NEPA processes for the I-205 Toll Project and the RMPP. The intent of this request is to allow more time to define regional tolling and congestion pricing policies through the Metro Regional Transportation Plan update that will begin in 2022. This is an ongoing discussion and it is not clear at this time whether ODOT will agree to align the two project timelines.

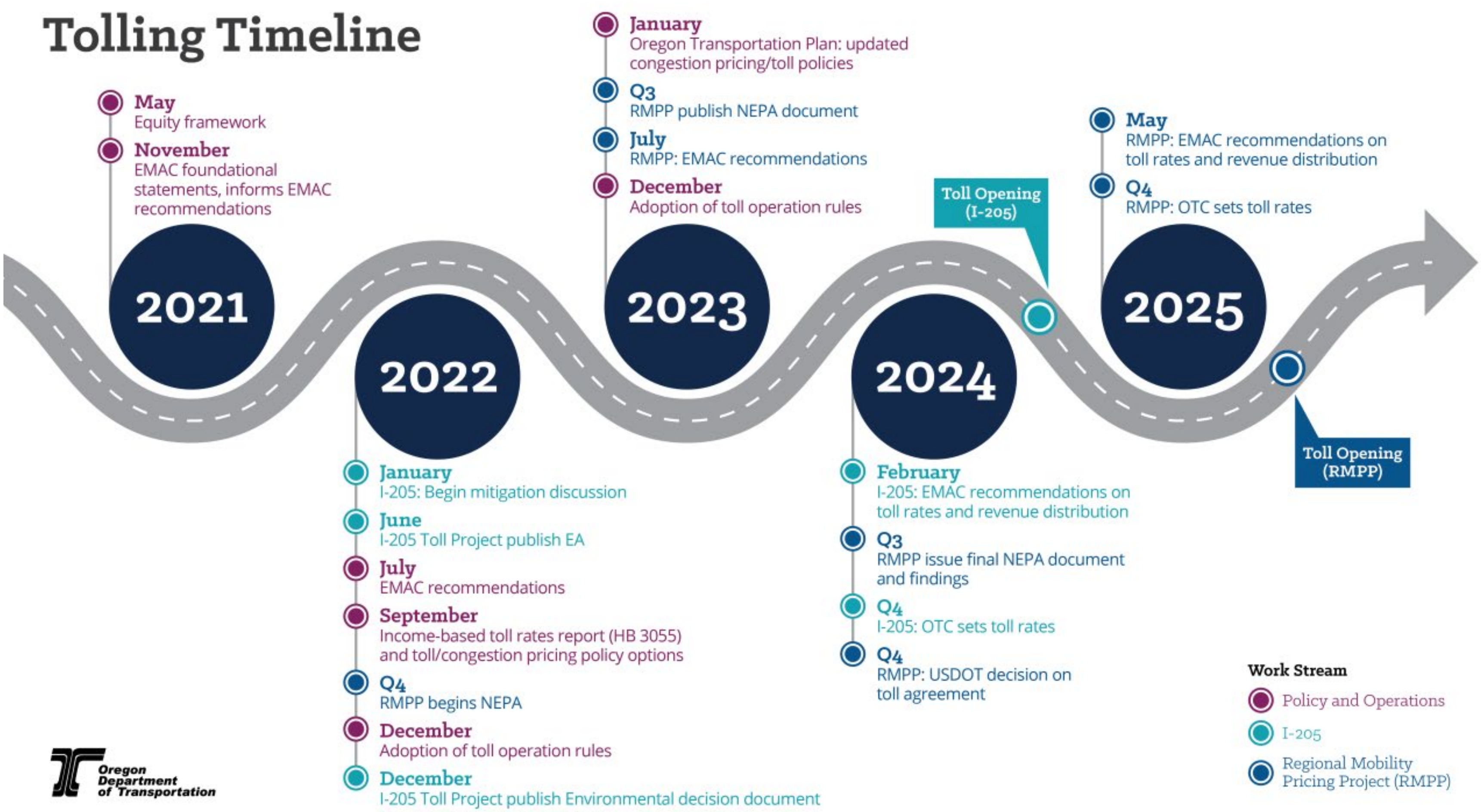
For additional information on the ODOT Tolling Program see:
https://www.oregon.gov/odot/tolling/pages/default.aspx

Attachments:

A. ODOT Tolling Program Map and Project Descriptions
B. ODOT Tolling Program Timeline (as of January, 2022)
C. Equity and Mobility Advisory Committee - Draft Foundational Statements
D. Equity and Mobility Advisory Committee - 2022 Work Plan

Attachment A: ODOT Tolling Program Map

Attachment B: ODOT Tolling Program Timeline (as of January, 2022)



Foundational statements and next steps for developing an equitable toll program and projects (DRAFT) (October – November 2021)

The ask

Equity and Mobility Advisory Committee (EMAC) members are deeply committed to and excited to help Oregon Department of Transportation (ODOT) staff and the Oregon Transportation Commission (OTC) create an equitable toll program. In order to advance the partnership between EMAC, ODOT, and OTC, it is essential for the Equity Framework to guide development of the Oregon toll program. As a next step, the following actions are being requested for all groups:

1. **Agree on a set of Foundational Statements** to use as building blocks for further developing and refining EMAC recommendations and ODOT and the OTC's commitments to create an equitable toll program.
2. **Discuss and identify next steps to help clarify what is needed** from EMAC to best inform ODOT and the OTC's commitments to create an equitable toll program.

Important grounding

ODOT and the OTC recognize that past land-use and transportation investments in the Portland metro area— including highway investments—have resulted in negative cultural, health, economic, and relational impacts to local communities and populations, especially for historically excluded groups. As identified in the Equity Framework, "Our Approach" includes committing to incorporating trauma-informed perspectives, identify disparities, address power dynamics, and maintaining a learning orientation.

As identified in EMAC's Charter, EMAC's work began with the OTC's need to create equitable processes and outcomes to address affordability, neighborhood health and safety impacts, and multimodal transportation options in the toll program.

As EMAC members, ODOT staff, and the OTC work toward commitments to advance equity with tolling, we must recognize, and to the degree possible, account for the climate crisis, widening wealth gap, existing health disparities, and housing affordability challenges that are deepening economic and social divides in Oregon and Washington.

Foundational Statements

For ODOT and the OTC to further their commitment to EMAC and the recommendations offered by the committee, we agree to the following:

1. Provide enough investment to ensure that reliable, emissions-reducing, and a competitive range of transportation options (bike, walk, bus, carpool, vanpool, etc.) are provided to advance climate, safety, and mobility goals, and prioritize benefits to Equity Framework communities.

2. Climate and equity needs are connected and solutions must be developed to address both at the same time. In order to do this, further works needs to done to support both congestion management and vehicle miles of travel (VMT) reduction with an emphasis on increasing functional alternatives to driving, while not increasing diversion nor heavily impacting low income car-dependent people.
3. There must be toll-free travel options available to avoid further burdening people experiencing low-incomes who are struggling to meet basic needs (food, shelter, clothing, healthcare).
4. To the greatest degree possible, investments that are necessary to advance equity must be delivered at the same time as highway investments and be in place on day 1 of tolling or before. Additional work needs to be completed to identify these investments.
5. Tolling must be user-friendly system that is clear and easy to use by people of all backgrounds and abilities, including linguistic diversity, and those without internet access.
6. Benefits that are offered in Oregon -must extend into Southwest Washington.
7. Although the toll projects will have a statewide impact, they -must be developed in coordination with regional partners to build an equitable and successful transportation system, together.

Next steps

Additional work needs to be completed between ODOT and EMAC to identify what will advance equity on the I-205 Toll Project and the Regional Mobility Pricing Project. The following list identifies items that need to be addressed to help EMAC develop recommendations to inform ODOT and the OTC's commitments to create an equitable toll program:

- Continued application of the Equity Framework through ongoing education and engagement with Equity Framework communities
- Commitments to dedicate toll revenues, exemptions, credits, or discounted toll rates to address the needs identified in the Foundational Statements
- Commitments for public policies that address the needs identified in the Foundational Statements
- Understanding step #3 of the Equity Framework, identifying benefits and burdens, by receiving information from the project-level environmental review process (NEPA)
- Defining the area (corridor) for investments from toll revenues
- Toll rate setting process, evaluation, and future oversight of toll rates once they are in place
- Enforcement and fees for not paying tolls
- Oversight of toll data and security of information gathered
- Greater recognition of historic and current barriers for Equity Framework communities and further planning to address them
- Partnerships with transit agencies, transportation service providers, local governments, and community-based organizations in Oregon and Southwest Washington to deliver services not offered by ODOT

Spring 2022 is the target date for EMAC's next connection with the OTC in further developing recommendations to advance equity in the Oregon Toll Program.

Attachment D: Equity and Mobility Advisory Committee – 2022 Work Plan

Equity and Mobility Advisory Committee
2022 Game Plan

EMAC Meeting	Sub-Team Meeting (EMAC)	Key Recommendation/ Deliverable *(EMAC)*

	Jan	Feb	March	April	May	June	July	Aug	Sept	Oct	Nov - Dec
I-205 Policy	Propose selection of policy and strategy options to focus energy upon for I-205 Toll Project recommendations	Confirm selection of policy and strategy options to focus energy upon for I-205 Toll Project recommendations	Review equity fact sheets on policy and strategy options for I-205 Toll Project	Discuss community feedback and equity fact sheets on EMAC policy and strategy options for I-205 Toll Project	Prepare EMAC recommendations for I-205 Toll Project	***Prepare recommendations to OTC on I-205 Toll Project policies and strategies***	***EMAC to present on I-205 Toll Project policy and strategy recommendations***	Review Equity Framework, 2022 Game Plan, and future steps through 2025	Review regional and state congestion pricing and toll policy options being considered	Discuss next steps for policy and strategy recommendations	Begin preparing and strategy options to address toll program operations and rate setting
I-205 NEPA	Review I-205 Toll Project representative travel scenarios for EFC		Review I-205 Toll Project impacts to local intersections and EFC		Discuss mitigation options for I-205 Toll Project		**Transition**	Discuss feedback from public comment period on I-205 Toll Project	Prepare recommendations to ODOT and FHWA on I-205 Toll Project NEPA document	**Recommendations to ODOT and FHWA on I-205 Toll Project NEPA document**	
Community Engagement	Discuss and create a plan for community engagement on EMAC recommendations	Confirm plan for EMAC recommendations community engagement	Check-in on EMAC recommendations community engagement					Discuss community engagement plan for RMPP NEPA process			
RMPP	Review ODOT process for applying the Equity Framework to PEL for RMPP	Discuss process and outcomes for the RMPP's PEL process	Review PEL outputs based on Equity Framework data for RMPP	***Recommendations to ODOT and FHWA on the PEL outputs for RMPP***				Review decision from ODOT and FHWA on PEL outputs for RMPP	Discuss performance measures for RMPP NEPA	Discuss performance measures and public engagement plan for RMPP NEPA process	Discuss performance measures for RMPP NEPA
Low Income Report	Discuss process for ODOT's low-income toll report	Discuss process and outcomes for the low-income toll report	Review research and draft of ODOT's low-income toll report	Discuss options to address low-income impacts	Prepare EMAC recommendations for ODOT's low-income toll report	***Recommendations to ODOT on low-income toll report***			Discuss ODOT's low-income toll report and feedback from OTC and Legislature		Review regional and state congestion pricing and toll policy options being considered

OTC | Oregon Transportation Commission
RMPP | Regional Mobility Pricing Project
NEPA | National Environmental Policy Act
PEL | Planning and Environmental Linkages
FHWA | Federal Highway Administration
EFC | Equity Framework Communities