



CITY COUNCIL MEETING MINUTES

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

Anne McEnery-Ogle, Mayor

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

January 9, 2023

WORKSHOPS

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

Workshops were conducted in person in the Council Chambers of City Hall. Members of the public were invited to view the meeting in person, via the live broadcast on www.cvtv.org and CVTV cable channels 23 or HD 323, or on the City's Facebook page, or www.facebook.com/VancouverUS.

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

https://www.cvtv.org/vid_link/35287?startStreamAt=0&stopStreamAt=6079

4:00-6:00 p.m. Transportation System Plan Update

Kate Drennan, Principal Transportation Planner, 360-487-7959

Summary

Staff led Council through a discussion of the Transportation System Plan Update.

COUNCIL DINNER / Executive Session Re: Labor Negotiations

Strategy (30 Minutes)

Mayor McEnerny-Ogle announced the Council would be entering into executive session from 6:00-6:30 p.m. to discuss Labor Negotiations Strategy.

REGULAR COUNCIL MEETING

This meeting was conducted as a hybrid meeting with in person and remote viewing and participation over video conference utilizing a GoToMeeting platform. Members of the public were invited to view the meeting in person, 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 the Community Forum were also facilitated in person and via the GoToMeeting conference call.

Vancouver City Council meeting minutes are a record of the action taken by Council. To view the CVTV video recording, including presentations, testimony and discussion, for this meeting please visit:

https://www.cvtv.org/vid_link/35289?startStreamAt=0&stopStreamAt=12560

Electronic audio recording of City Council meetings are kept on file in the office of the City Clerk for a period of six years.

Pledge of Allegiance

Call to Order and Roll Call

The regular meeting of the Vancouver City Council was called to order at 6:30 p.m. by Mayor McEnerny-Ogle. This meeting was conducted as a hybrid meeting, including both in person and remotely over video conference.

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

Absent: None

Proclamations: Human Trafficking Awareness and Blood Donor Month

Mayor McEnerny-Ogle read and presented a proclamation to De Stewart, member of the Steering Committee to the Human Trafficking Task Force of Clark County, proclaiming January 2023, as Human Trafficking Prevention Month.

Mayor McEnerny-Ogle read and presented a proclamation to Lauren Reagan, Community Engagement Liaison for Bloodworks Northwest, proclaiming January

2023, as Blood Donor Month.

Approval of Minutes

Minutes - December 12, 2022

Motion by Councilmember Hansen, seconded by Councilmember Fox, and carried unanimously to approve the meeting minutes of December 12, 2022. Councilmember Paulsen abstained.

Minutes - December 19, 2022

Motion by Councilmember Fox, seconded by Councilmember Paulsen, and carried unanimously to approve the meeting minutes of December 19, 2022.

Community Communications

Mayor McEnerny-Ogle opened Community Communication and received testimony from the following community members regarding Items 1-6:

- Kimberlee Elbon, La Center, WA
- Dmitri Stoyanoff, Vancouver
- Nathaniel Sukkau, Vancouver

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

This is the place on the agenda where the public is invited to speak to Council regarding any matter on the Agenda not already scheduled for Public Hearing. (Separate instructions are provided for offering testimony on Public Hearing when applicable.) Members of the public addressing Council are requested to give their name and city of residence for the audio record. Speakers are to limit their testimony to a total of three minutes for all items discussed.

Consent Agenda (Items 1-6)

Council requested Items 1, 2 and 3 be pulled for discussion.

Council discussed the Items with staff.

Motion by Councilmember Paulsen, seconded by Councilmember Hansen, and carried unanimously to approve the Items on the Consent Agenda.

1. **Award of contract to Loma Media for Police Department recruitment and marketing services**

Staff Report: 001-23

One of the most important police department human resource processes is recruiting diverse, qualified police officer applicants. The VPD Background Unit is responsible for the recruitment, testing, and hiring of sworn entry and lateral police officer applicants, as well as professional staff, for the Police Department. VPD is currently authorized 242 sworn personnel and 57.5 professional staff. The Background Unit forwarded 25 candidates who were hired as sworn officers in 2022.

In addition to filling professional staff vacancies, the Chief of Police has set a hiring goal for 2023 of no less than 35 police officers. To reach this goal in an exceptionally competitive labor market, the police department is altering current recruiting and hiring practices.

Due to competing interests, as well as environmental and societal pressures, attracting diverse, qualified applicants to the City of Vancouver Police Department has proven more elusive and difficult than ever before. Despite hiring 25 police officers in 2019, 15 officers in 2020, 25 officers in 2021, and 25 officers in 2022, the police department has maintained about 20 police officer vacancies each year for the past 3 years. Attrition this year has been even more challenging compared to prior years.

Continuing to entice applicants using the same resources and tools will no longer suffice. The Police Department must be more purposeful and creative to expand the pool of applicants interested in policing in Vancouver. The goal is to have a fully staffed Vancouver Police Department. To accomplish this goal, the Police Department continues to develop a strategic process and dedicate personnel and fiscal resources to this endeavor, including the engagement of a marketing firm to assist with the recruitment effort.

Request: Council approval and authorization for the City Manager or designee to sign a two-year professional services agreement with Loma Media for law enforcement recruiting and marketing services, not to exceed \$393,500.

Jeff Mori, Chief of Police, 360-487-7472

Motion approved the request.

2. Ratification of the Collective Bargaining Agreement for Vancouver Police Officers Guild

Staff Report: 002-23

The labor agreement between the City Collective bargaining agreement between the City of Vancouver and the Vancouver Police Officers Guild (VPOG) bargaining unit expires on December 31, 2022. The parties were able to work through a collaborative process and consensual decision making on many of the provisions for a new three-year agreement. The new

labor agreement was recently ratified by the VPOG members and is now being brought to Council for approval.

Request: Authorize the City Manager or their designee to sign the January 1, 2023, to December 31, 2025, Collective Bargaining Agreement with the Vancouver Police Officers Guild (VPOG), by executing the same.

Lisa Takach, Human Resources Director, 360-487-8611

Motion approved the request.

3. Affordable Housing Intergovernmental Agreement with VHA; and Associated Interfund Loan

Staff Report: 003-23

A RESOLUTION relating to affordable housing; providing for Affordable Housing Sales Tax funding for property acquisition in support of affordable housing and authorizing the City Manager to execute agreements and other related documents on behalf of the City of Vancouver; providing for Severability and an Effective Date.

In partnership with the Vancouver Housing Authority (VHA), the Housing Initiative is developing Lincoln Place II, a 42-unit development comprised of 1-bedroom Permanent Supportive Housing units. The project site is currently a vacant parcel of land adjacent to Lincoln Place Apartments, a 30-unit Permanent Supportive Housing development operated by the VHA. The goal of Lincoln Place II is to increase service delivery efficiency by connecting the two developments.

Due to code requirements, the VHA determined that the purchase of an additional site is necessary to support the parking needs for Lincoln Place II. City code requires .75 parking spaces per unit for affordable housing development, and the Lincoln Place II project site alone cannot meet this requirement for all 42 planned units.

The site identified for parking is located at 1110 W. 13th Street, directly across the street from the Lincoln Place II development. The site is approximately one-quarter acre and currently has a single-family residence onsite that would be demolished for the development of parking. The property was acquired in July 2022 because this is the time when the owner chose to sell. Without the purchase of this site, the Lincoln Place II project would not be able to develop all 42 units of housing to support low-income residents.

VHA requested support from the Affordable Housing Sales Tax Fund (AHSTF) to acquire this site. The total cost of the acquisition is \$480,000, and the VHA requested \$240,000 from the City. City staff recommend providing a grant of \$240,000 to the VHA for this acquisition. Funding would

be provided through an interlocal agreement under Chapter 39.34 RCW for joint and cooperative activity and to provide for services to be provided by one governmental organization to another. The interlocal agreement would require a 20-year affordability covenant for the Lincoln Place II project to meet the requirements for AHSTF funding.

Request: Approve a resolution that authorizes:

- the City Manager or their designee to execute an Interlocal Agreement with the Vancouver Housing Authority to provide support for affordable housing and eventual off-site parking for the Lincoln Place II project; and
- a General Fund advance to support affordable housing development, which will be repaid with interest from the Affordable Housing Sales Tax Fund per the terms of the Interfund Loan Memorandum of Understanding.

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

4. **62nd Street Apartments Corner Rezone**

Staff Report: 004-23

AN ORDINANCE relating to zoning for the City of Vancouver and Vancouver Municipal Code (VMC) Title 20; amending the Vancouver Zoning map designation for a portion of property at 6115 NE 72nd Avenue, tax lot 105120000; providing for severability; and providing for an effective date.

City Council approved the same zone change from R-18 to R-22 on the directly abutting larger portion of the lot in 2021, but did not include the corner property, which was, at that time, a separate lot outside of the applicant's control. No persons testified at the Council hearing for the prior rezone request.

The applicant was later able to reach agreement with the corner property owner to acquire the lot and combine it with the larger property. The applicant subsequently received site plan approval for a 76-unit apartment complex covering the full property (see page 16 herein).

If the rezone is approved, the applicant indicates they will seek a revision of the approved site plan to increase the total to 78 units. No changes to approved building footprints in the site plan are proposed by the applicant.

The Planning Commission unanimously recommended approval of the corner rezone at a December 13 public hearing at which there was no public testimony or commission questions. The Commission found it met rezone approval criteria of increased consistency with the Comprehensive

and Strategic Plans by providing for additional housing options in an appropriate area at densities likely to increase housing options. The onset of the affordable housing crisis and the 2021 rezone of the larger remainder portion of the property represented changes in circumstances since the original zoning was established on the corner site.

Request: On January 9, 2023, approve the ordinance on first reading, setting date of second reading and public hearing for January 23, 2023.

Bryan Snodgrass, Principal Planner, 360-487-7946

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

Motion approved the request.

5. Ordinance amending Section VMC 19.08.030 to discontinue issuance of long-term no-charge street parking permits

Staff Report: 005-23

AN ORDINANCE relating to the issuance of on street parking permits for residents living in Zones 1, 1A, 2 or 3; providing for savings, severability and an effective date.

The Vancouver Municipal Code (VMC) includes a provision that allows for residents of select downtown parking zones without access to a garage or driveway to receive long-term parking permit at no charge to park downtown. Specifically, VMC 19.08.030 states:

“Anyone who establishes that he or she resides in Zones 1, 1A, 2 or 3 and has no garage or driveway shall be issued a long-term permit for no charge for each vehicle registered in his or her name and then can park such vehicle while such permit is properly displayed at any legal parking space in Zone 3 which is marked for parking by permit only.”

The City has issued 44 permits for 14 properties under this provision. These properties are primarily older buildings without any onsite parking for either retail tenants or residents.

In recent years, downtown Vancouver has experienced a surge in the construction of new multifamily residential buildings that include parking typically at a rate of 1 space per residential unit. Households with more than one vehicle must find alternate parking for any additional vehicles. This dynamic has created more demand for on-street parking downtown, and some new residents are now interpreting this code provision to mean that the City must provide free on-street parking permits to any resident who does not have sufficient parking within their own development. This

interpretation could be used to justify free parking for any development downtown that fails to meet the parking needs of all of its residents.

- In addition to changes in demand for parking due to new residential construction, the City's priorities have changed significantly since this provision was enacted in the code: In December 2022, City Council adopted a Climate Action Framework that includes strategies to shift driving trips to clean, active modes of transportation and implementation parking demand management across Vancouver.*
- The City is planning an update to the Downtown Parking Plan in 2023 that will emphasize more intentional management of existing supply and use of market pricing of on-street and off-street parking to encourage more efficient use of parking and transition to alternative modes of transportation.*
- The current code provision is not informed by the City's priorities around equity and inclusion. While some form of reduced parking fee may be appropriate to achieve equitable access to parking, the current policy is tied to a physical location rather than the needs of particular residents. The adoption of a new parking plan will allow the City to explore and implement best practices related equitable access to parking.*

Parking Advisory Committee discussed issues with this part of VMC at the October 2022 meeting and agreed with the need to update code to eliminate confusion about the policy for issuing long-term parking permits.

The proposed change to this code provision will allow existing permit holders to retain their no-charge permits as long as they live at their current address. In addition, permit holders will not be allowed to apply for additional permits and will not be able to transfer existing permits to other individuals. Upon approval by Council, the change to this ordinance would go into effect immediately.

Request: On Monday, January 9, 2023, approve ordinance on first reading, setting date of second reading and public hearing for Monday, January 23, 2023.

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

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

Motion approved the request.

6. Approval of Claim Vouchers

Request: Approve claim vouchers for January 9, 2023.

Motion approved claim vouchers in the amount of \$22,767,988.60.

Public Hearings (Items 7-9)

7. **A RESOLUTION expressing the City Council's support for Proposition 3, which would replace the City's expiring affordable housing tax levy and provide continued funding for affordable housing and housing services for people with low and very low incomes in the City of Vancouver**

Staff Report: 006-23

A RESOLUTION expressing the City Council's support for Proposition 3, which, if approved by voters, would replace the City's expiring affordable housing tax levy and provide continued funding for affordable housing and housing services for people with low and very low incomes in the City of Vancouver.

City of Vancouver Proposition 3 Ballot Title:

PROPOSITION NO. 3

Affordable Housing Levy Replacement

The City of Vancouver Council adopted Resolution No. M-4188 concerning the replacement of an expiring affordable housing property tax levy. This proposition would replace an expiring property tax levy and fund housing and housing services for people with low and very low incomes, including those with disabilities, veterans, seniors, and families with children, by authorizing a regular property tax levy generating \$10,000,000 annually (approximately \$0.30/\$1,000 assessed value) for ten years, beginning in 2024, pursuant to RCW 84.52.105. All levy proceeds would be used for affordable housing purposes pursuant to an administrative and financial plan adopted by City Council.

Should this proposition be approved?

The City of Vancouver's Affordable Housing Fund ("AHF") was created in 2016 to invest in projects providing affordable housing to households with very low-income. The AHF was established through a voter-approved property tax levy that authorizes the City to collect \$6 million per year from 2017 to 2023. The City anticipates committing all \$42 million available under the current levy by the end of 2023. All AHF investments, regardless of funding category, must serve households who earn 50% or less of area median income (approximately \$53,250 annually for a family of four).

The AHF has built or maintained more than 1,000 rental units that will remain affordable for 20 or more years. The AHF has also provided more than 1,600 Vancouver residents with rental assistance to prevent or end homelessness. Finally, AHF helped create or operate over 400 temporary shelter beds, serving thousands of individuals during the 7-year levy term.

Despite these contributions, there is still a need for more affordable housing in Vancouver. From 2016 to 2022, the Fair Market Rent for a two-bedroom unit increased 44%, from \$1,208 to \$1,735, while the median value of a single-family home rose from \$271,000 to \$423,000, an increase of 56%. Clark County's 2022 one-day Point in Time count found a 31% increase in homelessness from the 2020 count, with 1,197 people experiencing homelessness, 625 who were unsheltered.

While Vancouver continues to recover from the pandemic, its population has been steadily growing, increasing demand for housing, particularly affordable units. The combination of historic underproduction of housing units and strong population growth in Clark County has created a deficit of over 5,600 housing units within the City of Vancouver, with a substantial component of that deficit representing units affordable to households earning less than 80% of area median income (AMI).

At the September 19, 2022, Council meeting, City Council adopted an Emergency Housing Declaration and resolution M-4188 to authorize a replacement levy for the Affordable Housing Fund. Registered voters residing in the City will be asked to approve \$10 million per year for 10 years for affordable housing proposition on the February 14, 2023 Special Election ballot. This proposition would fund 2,400 affordable units, provide rental assistance to 2,800 households, support operations or construction for 550 emergency shelter beds and assist 150 homeowners/buyers over the ten-year period.

If approved by voters, the proposed replacement levy is anticipated to cost an owner of a \$490,000 house a total of \$147 per year in City taxes, or approximately \$12 per month. The current (2017 – 2023) levy has an estimated annual cost of \$88 for a \$490,000 house.

Request: Following a public hearing, adopt a resolution supporting Proposition 3.

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

Samantha Whitley, Housing Programs Manager, provided an overview of the Resolution expressing the City Council's support for Proposition 3.

Mayor McEnemy-Ogle opened the public hearing and received testimony from the following community members:

- Kimberlee Elbon, La Center, WA

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

Motion by Councilmember Fox, seconded by Councilmember Harless, and carried unanimously to approve Resolution M-4203.

8. **Broadstone (BLK 19) MFTE Certificate**

Staff Report: 007-23

A RESOLUTION of the City Council of the City of Vancouver approving a Multi-Family Housing Limited Property Tax Exemption with Vancouver Waterfront Block 19 Owner LLC (“Applicant”) and any successors in interest or assigns, and the CITY OF VANCOUVER, a Washington municipal corporation (“City”) for an 8-year Multi-Family Housing Limited Property Tax Exemption for the property located at 1110 W. Columbia Way, Vancouver, WA, 98660 (Tax Lot 986052349) as specifically described in Exhibit A.

The project is located at 1110 W. Columbia Way, block 19 on the Vancouver waterfront. The applicant is requesting a Multi-Family Housing Limited Property Tax Exemption for a seven-story, 180-unit apartment building with 183 associated surface parking spaces. The proposed development will include studio, 1-bedroom, and two-bedroom units. The total estimated development cost is \$74 million.

The applicant is requesting an 8-year exemption where 36 units (20% of the total units) will be reserved for households earning 100% area median family income or less. The HUD 100% area family median income in the Portland/Vancouver MSA for a 2-person household is \$85,200. Limiting that income amount to 30% for housing costs, the estimated maximum monthly affordable rent would be \$1,864 for a studio, \$1,966 for a 1-bedroom unit, and 2,396 for a 2-bedroom unit.

Over 20 years (with the exemption) the project is estimated to generate \$17.65 million in taxes benefitting all taxing districts (ports, county, city, etc.) including \$3.27 million specifically generated for the City of Vancouver. Potentially foregone revenue during the exemption is estimated at \$2.7 million for all taxing districts and \$909,000 specifically for Vancouver. The development will still generate construction sales tax revenue and utility tax revenue during the exemption period.

Although the project does not fall under the City Council interim climate action policy as there is no negotiated development agreement with this project, the applicant noted that the project is seeking a Green Globes building certification. EV infrastructure availability will be installed on 20%

of the stalls (36 stalls), with charging stations installed on an additional 18 stalls in the lot. The apartment units will be all electric. Natural gas will be used for overall building water heating and small communal fire pits. The building air handling units will have high quality air filters. The project roof, paving, and walls will have solar reflective coatings to meet Green Globes standards. Lighting controls will have occupancy shut off sensors to aid in reduction energy use.

Request: On January 9, 2023, following a public hearing, adopt a resolution authorizing the City Manager or designee to execute a multi-family housing limited property tax exemption certificate and take any and all action necessary to enforce the terms thereof.

Bryan Monroe, Associate Planner, 360-487-7958

Bryan Monroe, Associate Planner, provided an overview of the Broadstone MFTE Certificate.

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

- Nathaniel Sukkau, Vancouver
- Kimberlee Elbon, La Center, WA

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

Motion by Councilmember Paulsen, seconded by Councilmember Hansen, and carried 3-4 to deny the Resolution. Motion Failed. Councilmembers Harless, Perez, Fox, and Stober voted No.

9. 2022 Comprehensive Plan and zoning map and text changes

Staff Report: 205-22

AN ORDINANCE relating to zoning for the City of Vancouver and Vancouver Municipal Code (VMC) Title 20; amending the Vancouver Comprehensive Plan and Zoning map designation for adjacent tax lots 158901000, 604757000, and 159762000, located in the City of Vancouver, Clark County, Washington at 5204 and 5206 NE 94th Avenue, and 9309 NE 52nd Street respectively; providing for severability; and providing for an effective date.

AN ORDINANCE relating to zoning for the City of Vancouver and Vancouver Municipal Code (VMC) Title 20; amending the Vancouver Comprehensive Plan and Zoning map designation for tax lot 37910411 located in the City of Vancouver, Clark County, Washington at 301 S. Lieser Road; providing for severability; and providing for an effective date.

AN ORDINANCE relating to zoning for the City of Vancouver and Vancouver Municipal Code (VMC) Title 20; amending the Vancouver Comprehensive Plan and Zoning map designation for tax lots 177468000 and 177485000, located at 20101 and 20117 SE 1st Street, respectively; providing for severability; and providing for an effective date.

AN ORDINANCE relating to Comprehensive Plan and Zoning for the City of Vancouver and Vancouver Municipal Code (VMC) Title 20; amending Appendix E the Vancouver Comprehensive Plan 2011-2030, and VMC 20.130, 20.140, 20.150, 20.180, 20.285, 20.320, 20.430, 20.450, 20.503, 20.570, 20.670, 20.710, 20.790, 20.860, 20.885, 20.920, 20.927, 20.950, 20.960, and 20.970; providing for severability; and establishing an effective date.

The following are proposed:

Map Change – Stutesman – Commercial/CG to Urban High Density/R-22 on 0.8 acres in the Vancouver Mall Neighborhood. Intended to allow future townhome development. Planning Commission recommended approval with 90-day effective period to allow additional time for existing mobile home residents to relocate.

Map Change - Schwartz – Urban Low Density/R-2 to Community Commercial/CC on 2.1 acres on 1st Street near the City of Camas border. Intended to allow expansion of an existing home business. Planning Commission recommended denial by 3-2 vote based on concerns that commercial zoning within residential area might hinder efficient redevelopment of adjacent large lot residences, would make future higher density residential options less likely, and is premature given the pending Comprehensive Plan update.

Map Change - Lieser School Redevelopment - Urban Low Density/R-6 to Urban High Density/R-30 on 8.4 acres in the Vancouver Heights neighborhood. Intended to allow a larger school site redevelopment including a fire station, park, approximately 10 townhomes and 100 affordable rental housing units, and an Educational Opportunities for Children and Families (EOCF) early childhood development facility with childcare, offices, and a commercial kitchen.

Text Change - Evergreen, Camas, and Battle Ground School District Capital Facilities Plans - Adoption of the three District Capital Facilities Plans by reference into the City Comprehensive Plan, and adoption of associated School Impact Fees in VMC 20.915.060-1:

School District	Single Family	Multi-Family
Battle Ground	\$6,397	\$2,285
	\$10,760	\$3,845

Camas	<u>\$5,371</u> <u>\$6,650</u>	<u>\$5,371</u> <u>\$6,650</u>
Vancouver	<u>\$2,880</u> <u>\$2,786</u>	<u>\$2,381</u> <u>\$2,486</u>

Additional Zoning Code Text Changes

1. *Eliminate Central Park Overlay, VMC 20.503, which prevents properties from redeveloping in alignment with underlying zoning.*
2. *Update Solid Waste Disposal and Recycling Standards (VMC 20.970), including related changes to Narrow Lot Standards in VMC 20.927 and Cottage Cluster Developments in VMC 20.950, to reflect and codify existing practices.*
3. *Update and simplify temporary use standards under VMC 20.885.*
4. *Update VMC 20.960.060 Commercial District Signs to more clearly address signs located at the top of multistory buildings.*
5. *Update definitions of Residential Care and Adult Care Homes (VMC 20.150.040E and VMC 20.860.020.B.10.c) to increase allowances from 6 to 8 persons consistent with state law.*
6. *Add a senior housing definition in VMC 20.150.040A.*
7. *Clarify that Heights Plan District first floor minimum 16-foot requirements under VMC 20.670.040.B.2 apply to commercial and not residential uses.*
8. *Update and correct subdivision requirements (VMC 20.320.030.B.4.g and VMC 20.320.070.C.1.f).*
9. *Update Archaeological Resources requirements under VMC 20.710.020.*
10. *Correct definition of abutting under VMC 20.150.040A.*
11. *Correct cross reference in Infill Development Standards VMC 20.920.060.*
12. *Correct cross reference in SEPA standards under VMC 20.790.830.*
13. *Correct cross reference in Airport Height Overlay under VMC 20.570.*
14. *Correct outdated reference to Community and Economic Development Department Director in various Title 20 locations.*
15. *Correct Vancouver Lake Greenway map under VMC Figure 20.450-2 to reflect previously approved zoning map change.*
16. *Eliminate reference to outdated C-Tran document under VMC 20.430.030-1 footnote 8.*
17. *Update Planning, Engineering and Fire fees under VMC 20.180.060, 20.180.070, and 20.180.080 to eliminate outdated January 2022 fee listings, clarify language for tenant improvements, and separate out ROW permits for residential and commercial uses. Per City code, these were not reviewed by the Planning Commission. Annual CPI-based increases will be applied in 2023.*

Request: On January 9, 2023, subject to second reading and a public hearing, approve Ordinances A (Stutesman Map Change), B (Lieser School Map Change), C (Schwartz) and D (Text Changes).

Bryan Snodgrass, Principal Planner, provided an overview of the 2022 Comprehensive Plan and Zoning Map and Text Changes. There were four separate Ordinances for the 2022 Comprehensive Plan.

Public Hearing for Ordinance 9A.

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

- Kimberlee Elbon, La Center, WA

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

Motion by Councilmember Paulsen, seconded by Councilmember Stoher, and carried unanimously to approve Ordinance M-4399.

Public Hearing for Ordinance 9B.

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

- Nathaniel Sukkau, Vancouver
- Victor Caesar, Vancouver

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

Motion by Councilmember Paulsen, seconded by Councilmember Perez, and carried unanimously to approve Ordinance M-4400.

Public Hearing for Ordinance 9C.

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

- Steve Horenstein, Vancouver
- Karen Sparks, Vancouver

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

Motion by Councilmember Fox, seconded by Councilmember Hansen, and carried 6-1 to approve Ordinance M-4401. Councilmember Harless

voted No.

Public Hearing for Ordinance 9D.

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

- LeAnne Bremer, Vancouver
- Michelle Scott, Battle Ground, WA
- Jasen McEathron, Camas, WA

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

Motion by Councilmember Stober, seconded by Councilmember Paulsen, and carried unanimously to approve Ordinance M-4402.

Old Business (Item 10)

10. Amendments to City Council Policy 100-32

Staff Report: 008-23

A RESOLUTION relating to City Council policies and procedures for “City Council Meetings;” amending City Council Policy 100-32.

The City Council’s operating policies and procedures were originally adopted in 1999. Periodic review and update to the policies are necessary to reflect changes in City policy as well as best practices in municipal governance and state law.

On June 6, 2022, the City Council passed Resolution M-4172, amending City Council Policy 100-32 to allow City Staff to pilot new community communication formats at the second Consent meeting of each month. The results of the City’s Community Communication Pilot Series were presented and discussed by City Council under City Manager Communications on December 5, 2022, and within a Workshop held on December 12, 2022. At the December 19th City Council meeting, the Council adopted changes to the City’s format for engaging in communication with community members by:

- *Transitioning from the City’s previous practice of holding Community Communication Forum twice per month at City Hall, to holding meetings at various locations throughout the community at least four times per year; while*
- *Continuing to invite public testimony at each public meeting where action is taken by the City Council in accordance with state law.*

At its December 19th meeting, the City Council also expressed interest in seeing further refinements to Policy 100-32. Attached for City Council's consideration are proposed modifications that, if adopted, would:

- *Remove the designation of "Consent Meetings" from meetings on the second and fourth Monday of each month, thereby increasing capacity for the conduct of City business by making all regularly scheduled meetings of the Vancouver City Council "Regular meetings" at which public hearings and Council / Manager Communications may be conducted (Sections 5.1, 6.2); and*
- *Address minor grammatical updates for sake of consistency throughout the policy as indicated in the "track changes" version of Policy 100-32 (attached).*

Revisions to Council policies must be made by Resolution.

Request: Adopt a resolution amending City Council Policy 100-32.

Jonathan Young, City Attorney, 360-487-8500

Jonathan Young, City Attorney, provided an overview of the Amendments to City Council Policy 100-32.

Motion by Councilmember Paulsen, seconded by Councilmember Fox, and carried 5-2 to approve Resolution M-4204. Councilmembers Perez and Hansen voted No.

Communications

A. From the Council

B. From the Mayor

C. From the City Manager

Adjournment

9:58 p.m.

Anne McEnery-Ogle, Mayor

Attest:

Natasha Ramras, City Clerk

The written comments below are those of the submitter alone and are not representative of the views of CVTV or the City of Vancouver, its elected or appointed officials, or its employees.

From: [Jason Cromer](#)
To: [City Council](#)
Subject: City Council Meeting Comment
Date: Monday, January 9, 2023 11:59:52 AM

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City Council,

Thank you for your continued work to making Vancouver a better place to live, walk, bicycle, and to get around in other modes of transportation that are better for our community, health, and livelihoods.

I'd like to quickly comment to encourage the council to continue prioritizing alternative modes of transport across the city, and to push for safer, wider, and more connected bike lanes and a wider net of transit. Thank you.

Best,
Jason

From: [Peter L. Fels](#)
To: [City Council](#); [City of Vancouver - Office of the City Manager](#); [Kennedy, Rebecca](#); [Small, Rebecca](#)
Cc: [Alliance For Community Engagement](#)
Subject: Transportation System Planning
Date: Monday, January 9, 2023 10:16:46 AM

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Dear Councilors, Mr. Holmes and Ms. Kennedy,

I have not completely reviewed the memo for today's workshop, but from what I have read, I have a couple of comments I'd like to add:

G5 (Growth, Downtown Parking) and T1 (Transit, access to transit) should be connected. In other words, downtown parking should have easy access to parking.

A rail transit line has been proposed for one or two stops downtown in connection with the new I-5 bridge. There must be adequate parking, such as a park-and-ride, to encourage people to get out of their cars and onto transit.

Also, I have been advocating for years for a free downtown on-off (preferably electric powered) shuttle that will allow people to visit the waterfront, downtown and uptown on the same day without using their cars. But some people will be driving there from other places. They need to be able to park, get out of their cars and easily access a transit line either at the start or end of their journeys. So, G-5 needs to include easy access to transit.

With the development of east Vancouver, we also need to think about these things there. I have suggested a circular shuttle along 164th and 192nd avenues. There should be additional park-and-rides besides the one at the base of 164th.

In general, maybe I missed it, but this plan does not account for the number of people who are going to the Portland metro area, who we need to encourage to use transit instead of driving. While that is part of the CAF, I think it should be considered in the TSP. Again, park and rides seem to be part of the answer.

Finally, there are several new large developments being planned. The Waterfront Gateway as designed has no transit stops. That is the same with HQ on 192nd at SR-14, so far the HP development in Section 30, and the VIC.

As part of the TSP, new large developments should be required to plan transit access, including stops that allow buses to pull off the road and cars to park nearby.

Thanks for your consideration,

Peter Fels

From: [Peter L. Fels](#)
To: [Shodgrass, Bryan](#); [City Council](#)
Subject: Item #9 - Stutesman zoning change on today's Council agenda
Date: Monday, January 9, 2023 8:44:09 AM

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Hello Bryan and Councilors,

I am very concerned in reading that the proposed Stutesman zone change will apparently eliminate some mobile home housing. However, the information in your presentation does not say how many homes will be eliminated, and I am not familiar with this MH park.

90 days are not enough to relocate most "mobile" homes. Usually they are very expensive to move or are not really in condition to move, and many are too old to be accepted in other parks. The result is that many of the current residents are likely to become homeless. Obviously we do not want to add to our homeless population.

I'm sorry I was not aware of this proposal earlier, but I hope you will answer my questions and the Council will delay approval of this proposed change until adequate resolution can be made for relocation of the current residents.

thank you,

s/Peter Fels
Vancouver 98663

From: [Peter L. Fels](#)
To: [City Council](#)
Subject: Support Affordable Housing Proposition 3
Date: Monday, January 9, 2023 8:18:25 AM

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.

Dear Councilors:

I urge you to vote YES on Item #7 on today's agenda, the RESOLUTION expressing support for Proposition 3.

Homelessness is one of the largest concerns of City residents. The Affordable Housing Fund has been very effective in reducing homelessness since it was first enacted.

For all of the reasons stated in the staff memo, the levy should be renewed.

Some people will object to the increase in tax on homeowners. However many people will object to any and all taxes or tax increases, despite at the same time complaining that government does not do enough for their favorite cause. Taxes are the way we pay to solve problems. This proposed increase is relatively low and is consistent with the increases in housing and building costs as well as with increases in home values over the past few years. As a person who is fortunate enough to own my own home, I am willing to pay a small amount every year to help people who have no homes at all.

Please vote YES on this resolution.

thank you,

s/

Peter Fels

 Vancouver 98663

From: [Julie](#)
To: [City Council](#)
Subject: Submission: City Council Contact Form
Date: Saturday, January 7, 2023 7:17:01 AM

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City Council Contact Form

Submitted date: Saturday, January 7, 2023 - 7:16am

Contact Information

First name:

Julie

Last name:

Edwards

Email address:

[REDACTED]

Street address:

[REDACTED]

ZIP code:

98665

Inquiry Information

Subject:

Share an opinion about a City project or initiative

Recipient:

All of Council

Message:

To the Honorable Mayor and Council of the City of Vancouver,

I am a resident of Hazel Dell, but I often go downtown to shop and eat and the wonderful businesses there. I have a major complaint about the cost of bringing my dollars downtown. When I shop or eat, I have to drive. I'm not able to bicycle due to chronic pain problems. The bus routes in Hazel Dell are too far away and take way too long to be practical. I live in the Minnehaha neighborhood and each bus stop is about 1/2 mile away from me. Then I must pay to park to visit a business. I use the Parking Kitty app to pay, but the minimum cost is about \$0.98 for 30 minutes. I try to walk to any other businesses I want to visit from there. But, sometimes I want to go to the Waterfront area, from

the Main Street area. So I must park and pay a whole new fee. This is not only expensive but inconvenient. If I want to meet a friend for coffee/tea, it will cost me an extra \$2 or \$3 just to park.

I work weekends, so I'm usually unable to enjoy the free parking that is offered on those days. I'm on a fixed income, so this can add up really quickly. Could the City of Vancouver consider a parking pass for the whole city for a few hours? Can C-Tran add a few more bus stops? Even Portland has some free on-street parking, but this doesn't exist in Vancouver for 98% of the shops. I could more easily spread my money around to more businesses. Or perhaps create a shuttle service that serves the downtown core. Pay once and get on and off for a few hours. If you are redoing Main Street, I ask that you consider ways to make downtown more accessible for all. I appreciate your consideration.

As a previous business owner, I can appreciate how frustrating it would be to entice patrons to visit my shop or restaurant. This is not the way to help small businesses grow and thrive.

Best regards,

Julie Edwards

Upload a file:

From: [Wynn Grcich](#)
To: [Dollar, Sarah](#); [Rebecca Messinger](#); [Harris, Rep. Paul](#); electmichellebelkot@gmail.com
Subject: Fluoride
Date: Saturday, January 7, 2023 11:15:32 PM

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Give this to council members and MELNECK. Put on public record and confirm that you did, please. Thanks, from Wynn

From: [Wynn Grcich](#)
To: [Dollar, Sarah](#); [Rebecca Messinger](#); electmichellebelkot@gmail.com; [Harris, Rep. Paul](#)
Subject: Fwd: 2 in 5 Kids Have Multiple Food Allergies + Myocarditis Studies Hid Critical Safety Signal + More
Date: Friday, January 6, 2023 10:23:17 PM

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----- Forwarded message -----

From: **Children's Health Defense** [REDACTED]
Date: Fri, Jan 6, 2023 at 12:56 PM
Subject: 2 in 5 Kids Have Multiple Food Allergies + Myocarditis Studies Hid Critical Safety Signal + More
To: Wynn Grcich [REDACTED]
Send this to the council members and Melneck, put on public record and confirm that you did , Please.
Thanks from Wynn

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January 6, 2023

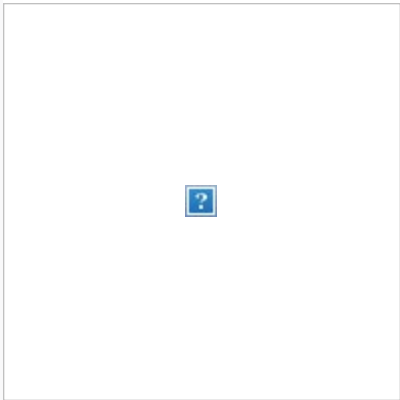
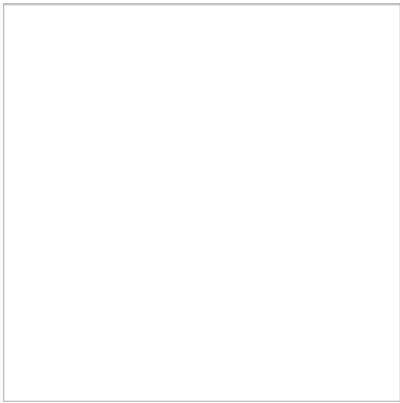


TOP NEWS OF THE DAY

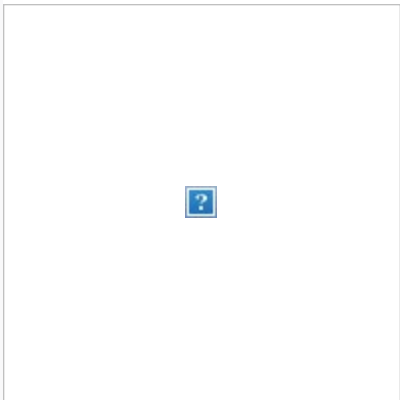


**2 in 5 Kids Have Multiple Food Allergies
— and It's Taking a Toll on Their Mental
and Physical Health**

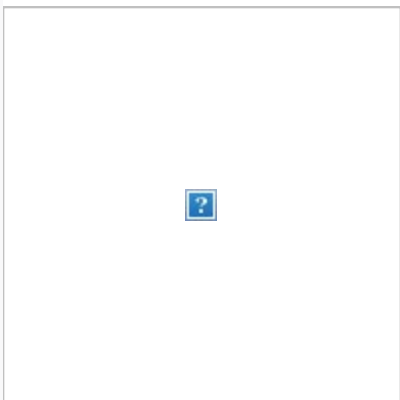
**New Analysis Shows Studies of COVID
Vaccine-Induced Myocarditis Hid
Critical Safety Signal**



What You Should Know About Wireless Radiation



A Top HHS Official Blocked Release of Long-Delayed Fluoride Toxicity Review, Internal Emails Reveal



Are COVID Boosters Behind Increase in Cancer Among Younger Adults?



Take Action: Tell L.A. County Board to Vote No Fast-Tracking Cell Towers



Cancer Vaccine Trials — Using Same mRNA Tech Behind COVID Shots — Could Launch in U.K. This September + More



Appeals Court Blocks Jen Psaki Deposition in Social Media Lawsuit + More

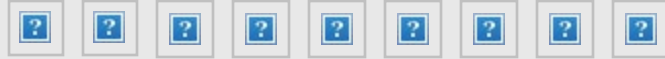
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Franklin Lakes, New Jersey 07417

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From: [Wynn Grcich](#)
To: [Dollar, Sarah](#); [Rebecca Messinger](#); electmichellebelkot@gmail.com
Subject: Fwd:
Date: Friday, January 6, 2023 10:08:43 PM

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Send to councilmembers and MELNECK. Put on public record and confirm that you did.
Thanks from Wynn

----- Forwarded message -----

From: **Wynn Grcich** [REDACTED] >
Date: Fri, Jan 6, 2023, 10:03 PM
Subject: Re:
To: Linda Smith <[REDACTED]>

Thanks for sharing!

On Fri, Jan 6, 2023, 5:40 PM Linda Smith [REDACTED] > wrote:
| [A Top HHS Official Blocked Release of Long-Delayed Fluoride Toxicity Review. Internal Emails Reveal](#)
| [• Children's Health Defense \(childrenshealthdefense.org\)](#)

From: [Wynn Grcich](#)
To: [Dollar, Sarah](#); [Rebecca Messinger](#); electmichellebelkot@gmail.com; [Harris, Rep. Paul](#)
Subject: DIED Suddenly. Send to the city councils and Melneck. Put on public record and confirm that you that you did.
Thanks from Wynn
Date: Friday, January 6, 2023 9:50:34 PM

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<https://expose-news.com/2022/11/25/millions-have-died-suddenly-gov-knew-it-woud-happeb/>

From: [Wynn Grcich](#)
To: [Rebecca Messinger](#); [Dollar, Sarah](#); Sara.Lamnini@hayward-ca.gov; [Harris, Rep. Paul](#); electmichellebelkoti@gmail.com; [Rep. Vicki Kraft](#)
Subject: Fwd: Tonight on CHD.TV's Holiday Movie Marathon + More
Date: Wednesday, December 28, 2022 1:43:23 PM

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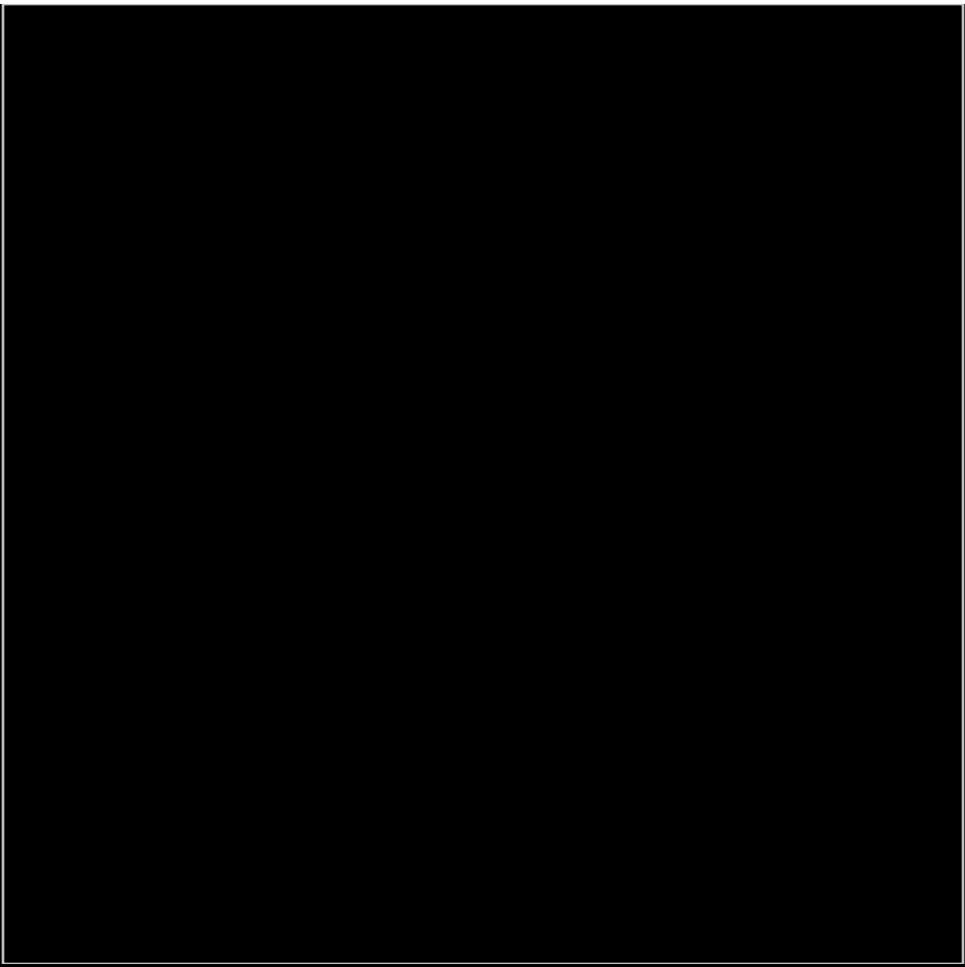
From: **Children's Health Defense** <[REDACTED]>
Date: Wed, Dec 28, 2022 at 8:01 AM
Subject: Tonight on [CHD.TV](#)'s Holiday Movie Marathon + More
To: Wynn Grcich <[REDACTED]>

Send to council members and MELNECK, confirm that you did, and put on public record for the up coming January council meetings.

Thanks from Wynn

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December 28, 2022



CHD.TV's Holiday Marathon Continues



**Must-See + Banned Movies, Top 20 Shows Countdowns, Best
of 2022 Staff Picks + More**

Screening Tonight:



State of Control — Debunk Productions

4pm PT | 7pm ET

In Case You Missed It:



Shots: Eugenics to Pandemics

Film by John Potash



Interview With The Filmmaker — Shots: Eugenics to Pandemics



The Real Anthony Fauci — The Movie



Safe and Effective: A Second Opinion

Oracle Films

New Episodes



The Courage to Face COVID-19 With Peter McCullough, M.D.



The Battle in New York — Rally in Albany on January 10th



How To Deal With Uninformed Family Over the Holidays: The COVID-19 Episode With Brian Hooker, Ph.D.

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From: [Wynn Grich](#)
To: [Rebecca Messinger](#); [Dollar, Sarah](#); electmichellebelkot@gmail.com; [Harris, Rep. Paul](#); [Rep. Vicki Kraft](#)
Subject: Jabs aren't safe
Date: Tuesday, December 27, 2022 10:16:38 AM

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**Send to council members and Melneck, put on public record, confirm that you did.
Thanks from Wynn**

Episode 298: BRINGING THE HEAT

<https://rumble.com/v20tcug-episode-298-bringing-the-heat.html>

Ex-BlackRock Manager's New Data; Return of Restrictions?; #TwitterFiles Update; DeSantis Drops Public Health Bomb; Is Del Controlled Opposition?; Laying Out ICAN's Public Health Watchdog Work Guests: Edward Dowd, Aaron Siri, Esq.

Pfizer's Shots Aren't Safe and Were Never Shown To Be

Story at-a-glance

- Dr. Kathryn Edwards, a member of Pfizer's data safety monitoring board (DSMB), was previously a paid adviser to Pfizer. DSMBs are supposed to be independent, and aren't if members have previous relationships with the company
- German autopsies found "highly unusual tissue inflammation" in people who died shortly after getting the jab, and investigators suspect the inflammation observed would be fatal. They also found spike protein in the tissues of the deceased, but not another key part of SARS-CoV-2. This suggests the actual virus was not part of the problem; the only possible source of the spike protein was the jab
- Data from the German health insurance provider BKK, which covers about 10.9 million Germans, show 2.05% of COVID jab recipients sought medical care after their jab
- The largest German statutory health insurance dataset, which encompasses 72 million Germans, show massive increases in sudden and unexpected deaths after the COVID jabs rolled out
- December 13, 2022, Florida Gov. Ron DeSantis petitioned the Florida Supreme Court for a statewide grand jury investigation of crimes and wrongdoing committed against Floridians related to the COVID-19 jabs. He also established an independent Public Health Integrity Committee to analyze and assess federal health guidance before they're

implemented in Florida

From: [Wynn Grich](#)
To: [Rebecca Messinger](#); [Dollar, Sarah](#); [Sara.Lamnin@hayward-ca.gov](#); [Harris, Rep. Paul](#); [electmichellebelkot@gmail.com](#)
Subject: Ivermectin
Date: Tuesday, December 27, 2022 10:09:43 AM

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Send this to the council members and Melneck, put on public record and confirm that you did. Thanks from Wynn

Ivermectin Is Safe and Effective: The Evidence

https://www.theepochtimes.com/health/ivermectin-is-safe-and-effective-the-evidence_4944960.html?src_src=Ccpv&src_cmp=2022-12-27&est=%2BsyIQxAei0ZBJ9110z72ZugW%2BjeSS%2BvjhtN9KhVUcTSRGJT9%2BH7ZEidV%2BWb3PQ%3D%3D

Colleen Huber Decades of use with nearly four billion doses to humans preceded recent use with COVID patients. From the chapter '[Ivermectin](#) sends COVID to lockdown,' in my book *The Defeat Of COVID*.

Ivermectin is on the World Health Organization (WHO) List of Essential Medicines and is approved by the US Food and Drug Administration (FDA). This well-tolerated but potent anti-parasitic medicine has been prescribed billions of times in its 36-year history against a wide range of parasites. It is a drug in the avermectin family, so named because those compounds are produced by the soil organism *Streptomyces avermitilis*. It has also been studied and used against a wide range of viruses especially over the last decade, and there is evidence of potent antiviral effects against Influenza A and over a dozen other viruses tested. [309]

In a meta-analysis of 63 studies of ivermectin versus COVID-19 in humans, 100% of these have shown positive results. Studies were from all continents except Antarctica. Considered individually, 29 of those studies were found to be statistically significant regarding use of ivermectin alone. Over the 63 studies in meta-analysis, pooled effects showed 69% improvement in early treatment, and prophylactic use showed 86% improvement. Of those studies in the meta-analysis that were peer-reviewed, overall improvement in early treatment was found to be 70% (64% in randomized controlled trials), and 86% of those in which ivermectin was used prophylactically showed improvement (84% in randomized controlled trials).

Mortality from COVID-19 over all time periods of delay in treatment was 76% improved over controls (69% in randomized controlled trials), whereas mortality was improved 84% in early treatment of COVID-19 (82% in randomized controlled trials). Forty studies were excluded from the meta-analysis for complicating factors or insufficient detail reported, and these also showed 100% positive results.

It is estimated that the likelihood of an ineffective treatment showing such positive results as the above results in the 63 studies in the meta-analysis to date is exceedingly small. That probability is estimated to be one in one trillion. [310] The overall results of the meta-analysis were not only found to be "overwhelmingly positive," but also "very consistent, and very insensitive to potential selection criteria, effect extraction rules, and/or bias evaluation."

The data in the meta-analysis are as of date of this article, and are continually updated as new studies are reported.

From: [Wynn Grcich](#)
To: [Harris, Rep. Paul](#); electmichellebelkot@gmail.com; [Dollar, Sarah](#); [Rebecca Messinger](#); info@cemalrichards.com
Subject: Fwd: Budget for Vaccine Injury Compensation Soars + Twitter Aided Military Propaganda Campaign + More
Date: Thursday, December 22, 2022 8:03:58 PM

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----- Forwarded message -----

From: **Children's Health Defense** <[REDACTED]>
Date: Wed, Dec 21, 2022 at 2:40 PM
Subject: Budget for Vaccine Injury Compensation Soars + Twitter Aided Military Propaganda Campaign + More
To: Wynn Grcich <[REDACTED]>
Please send the council members and Melneck. Confirm that you did. Thanks from Wynn. Merry Christmas

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December 21, 2022

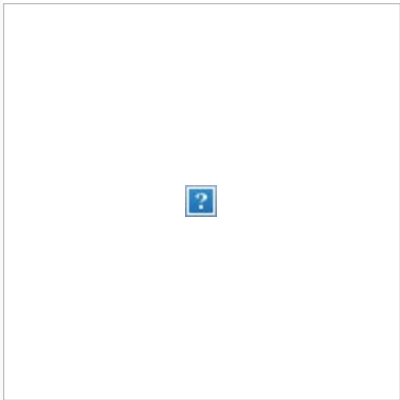
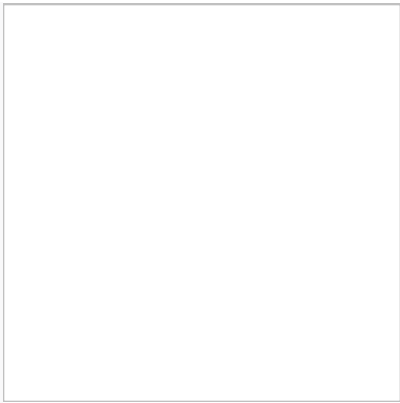


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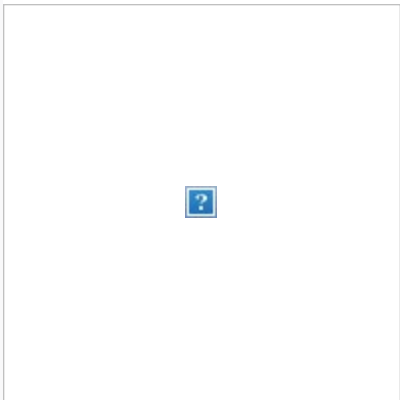


Twitter Aided U.S. Military Covert Online Propaganda Campaign, Latest Twitter Files Reveal

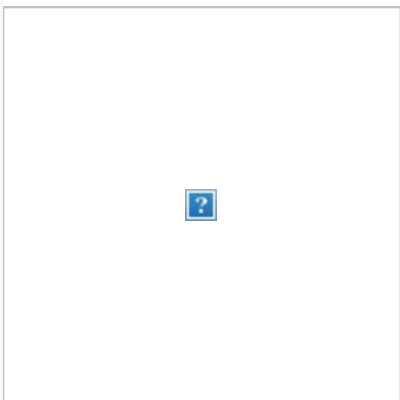
Budget for Vaccine Injury Compensation Programs Set to Jump From \$1 Million to \$5 Million in 2023



Australian Doctor Injured by COVID Vaccine Slams Regulators for ‘Censoring’ Public Discussion, Calls for More Research



Big Pharma’s Takeover of Modern Medicine Created a ‘Pandemic of Misinformed Doctors’



Glyphosate Contamination a Factor in Push to List Manatees as Endangered Species



Social Credit Scores + FDA to Fast Track mRNA COVID-Flu Vaccine + More: ‘This Week’ With Mary + Polly



2023 Forecast: As the COVID Vaccine Market Evolves, What’s Next for the Top Players? + More



Face Recognition Tech Gets Girl Scout Mom Booted From Rockettes Show + More

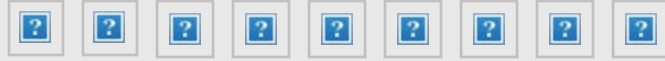
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From: [City Council](#)
To: [Dollar, Sarah](#)
Subject: FW: Submission: City Council Contact Form
Date: Tuesday, December 20, 2022 9:03:58 AM
Attachments: [concerning_vancouver_warehouse_moratorium.docx](#)

Sarah,

This is a written comment for Council regarding the warehouse moratorium.

Amanda Delapena

From: Barton <webresponse@cityofvancouver.us>
Sent: Monday, December 19, 2022 4:09 PM
To: City Council <council@cityofvancouver.us>
Subject: Submission: City Council Contact Form

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City of Vancouver, Washington



City Council Contact Form

Submitted date: Monday, December 19, 2022 - 4:09pm

Contact Information

First name:

Barton

Last name:

Phillips

Email address:

[REDACTED]

Street address:

[REDACTED]

ZIP code:

98663

Inquiry Information

Subject:

Comment on an upcoming Council agenda item

Recipient:

All of Council

Message:

12/19/2022

RE: Opposing Warehouse Moratorium

Mayor and Vancouver City Council

I object to the declaration of a moratorium of the further development of warehouses in the City of Vancouver. The moratorium does nothing more than underscore the failure of your planning staff to understand or anticipate the trajectory of our economy. The only outcome of the moratorium is to delay investment and cost jobs. The moratorium should be lifted immediately.

Vancouver has chased the pipe dream of recreating a manufacturing economy for over 20 years. Based upon experience and understanding of global economics, it is my opinion that stimulating a Vancouver manufacturing renaissance based on the available of land has a zero chance of occurring.

I was a part of previous failed efforts to attract manufacturing investment to the PDX region. Clark County and Vancouver led the effort that passed state business recruitment incentives for semiconductor and silicon investments, chased chip fabs, ingot foundries, solar cells and wind turbines and attempted to poach PDX manufacturers. All failed to produce meaning results beyond Shin Etsu's expansion of their Vancouver fab. These efforts failed due to economic and political fundamentals that have not changed. Don't misunderstand, Shin Etsu was a huge win on any number of levels. However, it does not indicate a resurgence of a manufacturing economy.

As to the potential of attracting semiconductor investment to Washington and Clark County; it's a pipe dream. Land availability and costs are an infinitesimal component of a fab's business plan. Washington and Vancouver lack any investment incentive program to attract fab development. The last major investment in a new fab was WaferTech, in 1997. The CHIPS bill did nothing to increase our competitiveness. To base a moratorium on the prospect of attracting semiconductor or advanced manufacturing is disingenuous, at best.

Warehouses, or better stated 'delivery centers' are the outgrowth of ecommerce. They are

locating and growing in Clark County and Vancouver because of your buying habits and those of your constituents. And while their jobs per acre metric lags that of manufacturing, it compares favorably to say, a Vancouver Mall which is the correct comparable.

Moratoriums are the result of a lack of education, imagination, and market intelligence. Your staff was caught flat footed and should own it. No amount of delay, or regulation will change the current demand for warehouses to support the new retail paradigm. And you will not create a manufacturing renaissance by 'conserving' land from the ravages of warehouse development.

Terminate the moratorium.

Thank you for your consideration.

Bart Phillips

Upload a file:

[concerning_vancouver_warehouse_moritorium.docx](#)

12/19/2022

RE: Opposing Warehouse Moratorium

Mayor and Vancouver City Council

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As to the potential of attracting semiconductor investment to Washington and Clark County; it's a pipe dream. Land availability and costs are an infinitesimal component of a fab's business plan. Washington and Vancouver lack any investment incentive program to attract fab development. The last major investment in a new fab was WaferTech, in 1997. The CHIPS bill did nothing to increase our competitiveness. To base a moratorium on the prospect of attracting semiconductor or advanced manufacturing is disingenuous, at best.

Warehouses, or better stated 'delivery centers' are the outgrowth of ecommerce. They are locating and growing in Clark County and Vancouver because of your buying habits and those of your constituents. And while their jobs per acre metric lags that of manufacturing, it compares favorably to say, a Vancouver Mall which is the correct comparable.

Moratoriums are the result of a lack of education, imagination, and market intelligence. Your staff was caught flat footed and should own it. No amount of delay, or regulation will change the current demand for warehouses to support the new retail paradigm. And you will not create a manufacturing renaissance by 'conserving' land from the ravages of warehouse development.

Terminate the moratorium.

Thank you for your consideration.

Bart Phillips

From: [Joe Ghaffari](#)
To: [City of Vancouver - Office of the City Manager](#)
Subject: AFH
Date: Sunday, January 8, 2023 9:29:27 PM

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Thank you for your efforts in providing AH for those who need it.

Sent from my iPad

From: [Jan V](#)
To: [City of Vancouver - Office of the City Manager](#)
Subject: I support Prop 3
Date: Sunday, January 8, 2023 8:01:58 PM

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I'm voting for Prop 3. Here's why:

It's usually dark and raining when I bike to the shelter to volunteer. I always see the man who lives in his car on my street. Just beyond Safeway, a man is often crawling into a small tent on Andresen as I pass just before 6pm. At the shelter I hand bowls of stew to people: the woman and her boys, 4 and 7, the young man who tells me he's binary and suffering from anxiety, and the couple who look like I did 40 years ago. The father who finishes his shift as a delivery driver always arrives later with his adorable 5-year-old daughter who likes purple and pink. All will sleep on the linoleum floor in the shelter kitchen for the night.

Voting for Prop 3 is the least I can do and I will. Thank you for your leadership to help people.

Jan Verrinder
Vancouver

From: [Derya Ruggles](#)
To: [City of Vancouver - Office of the City Manager](#)
Subject: Please support prop 3
Date: Monday, January 9, 2023 7:45:37 AM

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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.

Dear City Council,

Thank you for leading the way and supporting our most vulnerable population with solutions that work for addressing homelessness in Vancouver. Nobody wants to live on the streets and we know our country is experiencing crippling inequity. Thank you for providing real workable solutions that take so little from each of us each to help so many of us in need. Let us continue to make Vancouver a place that leads with humanity by supporting prop 3. Your efforts make me proud of Vancouver.

In gratitude,
Derya Ruggles

From: [Judy](#)
To: [City of Vancouver - Office of the City Manager](#)
Subject: Please support prop 3. Money seems to go farther preventing problems than it does cleaning them up.
Date: Monday, January 9, 2023 11:59:44 AM

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From: [Carole Dollemore](#)
To: [City of Vancouver - Office of the City Manager](#)
Subject: Support Prop 3
Date: Monday, January 9, 2023 11:10:33 AM

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Affordable housing saves money in the long run. We can't continue to complain about people being homeless, without being willing to help get them off the streets. Tackling homelessness is a kind of triage to resolve the complex bigger issues. When someone is drowning, we don't expect them to learn how to swim before we rescue them. We don't want to go backwards; Prop 3 is a good thing.

Carole Dollemore resident of Vancouver since 1977.

Sent from my iPhone

From: [Carole Dollemore](#)
To: [City of Vancouver - Office of the City Manager](#)
Subject: Support Prop 3
Date: Monday, January 9, 2023 11:10:23 AM

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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.

Affordable housing saves money in the long run. We can't continue to complain about people being homeless, without being willing to help get them off the streets. Tackling homelessness is a kind of triage to resolve the complex bigger issues. When someone is drowning, we don't expect them to learn how to swim before we rescue them. We don't want to go backwards; Prop 3 is a good thing.

Carole Dollemore resident of Vancouver since 1977.

Sent from my iPhone

From: [Peter L. Fels](#)
To: [City Council](#); [City of Vancouver - Office of the City Manager](#); [Kennedy, Rebecca](#); [Small, Rebecca](#)
Cc: [Alliance For Community Engagement](#)
Subject: Transportation System Planning
Date: Monday, January 9, 2023 10:16:46 AM

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Dear Councilors, Mr. Holmes and Ms. Kennedy,

I have not completely reviewed the memo for today's workshop, but from what I have read, I have a couple of comments I'd like to add:

G5 (Growth, Downtown Parking) and T1 (Transit, access to transit) should be connected. In other words, downtown parking should have easy access to parking.

A rail transit line has been proposed for one or two stops downtown in connection with the new I-5 bridge. There must be adequate parking, such as a park-and-ride, to encourage people to get out of their cars and onto transit.

Also, I have been advocating for years for a free downtown on-off (preferably electric powered) shuttle that will allow people to visit the waterfront, downtown and uptown on the same day without using their cars. But some people will be driving there from other places. They need to be able to park, get out of their cars and easily access a transit line either at the start or end of their journeys. So, G-5 needs to include easy access to transit.

With the development of east Vancouver, we also need to think about these things there. I have suggested a circular shuttle along 164th and 192nd avenues. There should be additional park-and-rides besides the one at the base of 164th.

In general, maybe I missed it, but this plan does not account for the number of people who are going to the Portland metro area, who we need to encourage to use transit instead of driving. While that is part of the CAF, I think it should be considered in the TSP. Again, park and rides seem to be part of the answer.

Finally, there are several new large developments being planned. The Waterfront Gateway as designed has no transit stops. That is the same with HQ on 192nd at SR-14, so far the HP development in Section 30, and the VIC.

As part of the TSP, new large developments should be required to plan transit access, including stops that allow buses to pull off the road and cars to park nearby.

Thanks for your consideration,

Peter Fels

From: [Tom Dollemore](#)
To: [City of Vancouver - Office of the City Manager](#)
Subject: Affordable Housing
Date: Monday, January 9, 2023 9:25:27 AM

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Assuring affordable housing is available for all our community members is actually the most cost effective solution.

I support Prop 3.

Thank you

Tom Dollemore

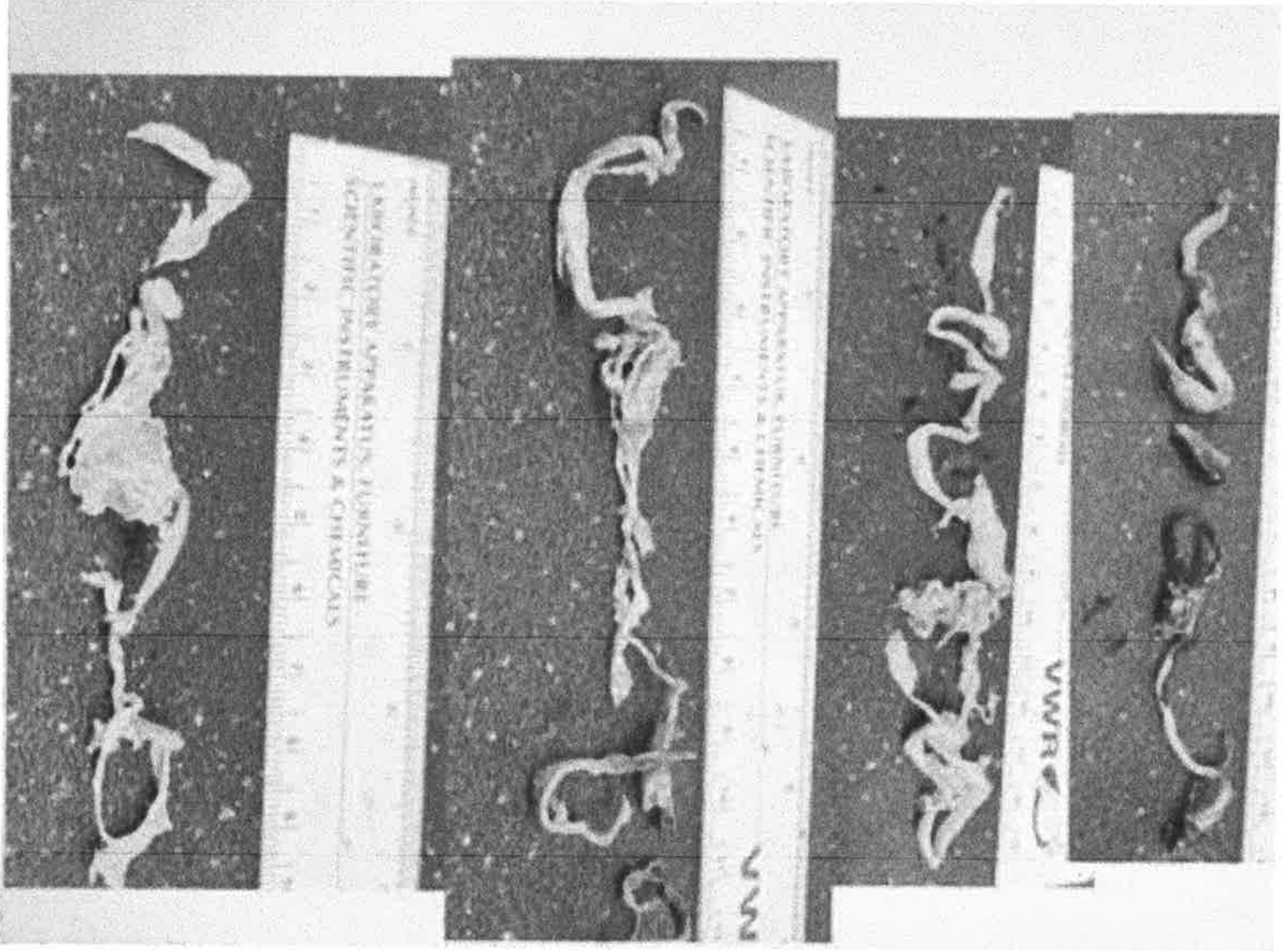
Sent from my iPhone

1

Experienced Pathologist Explains Blood Clots, Nano Tech and Parasites in COVID Vaccines

Wynn Greich 12/19/22

written by GEG | December 19, 2022



Dr. Ryan Cole, a pathologist with 26 years of experience, explains that the blood clots that have been found by morticians, and also in living patients, are congealed protein made from an amyloid-like material. Dr. Cole said the microscopic rod and circuit-like structures others have identified as graphene oxide are actually cholesterol crystals, stacked-layered cholesterol, salt flakes and sugar crystals. He identified the the structures identified by others as parasites as being a leaf that came from environmental contamination.



Link for video: <https://www.bitchute.com/video/BrVIJTtYZ6x4/>

Dr. Ryan Cole, who has been a pathologist for 26 years, identified the rubbery fibrous structures or clots that embalmers have been finding in deceased after the rollout of Covid injections as congealed protein, an amyloid-like material. He said the spike protein can induce inflammation in blood vessels that can cause blood clots. The spike protein, covered by a lipid nano-layer, was designed to cross the blood-brain barrier.

Dr. Cole examined the Johnson & Johnson, Moderna and Pfizer ingredients. He found a microscopic glass shard and said that there are problems with contamination from debris in the 'vaccines'. According to Johnson & Johnson's application to the FDA, their product contains trace human DNA and human proteins from aborted fetal tissue. Proteins from other people trigger an immune response in the injected person.

Dr. Cole said the microscopic rod and circuit-like structures others have identified as graphene oxide are actually cholesterol crystals, stacked-layered cholesterol, salt flakes and sugar crystals. He said that there are metallic and mineral contaminants in COVID shots. He affirmed that the injections do contain polyethylene glycol ("PEG"), which can trigger allergies. He said that the samples that looked like parasites were simply part of a leaf that was a contaminant from the environment. Dr. Cole said that COVID shots that were not properly frozen and preserved lost their potency. Some of the samples had broken RNA that produce shortened proteins, which are known carcinogens.

Lipid nanoparticle and a gene sequence that makes vaccine recipients make foreign proteins are the cause of harm in vaccinated people. The lipid nanoparticle is hyper-inflammatory and can be toxic to cells. Lipid nanoparticle injections were designed to only be given once. There may be a cumulative toxicity. He said that the more the gene that triggers production of the spike protein is injected into a person's body, the more spike protein is produced, which has numerous side effects including blood clotting, potential increase in cancer, and more.

This clearly means: if a symptom of vaccination develops after mRNA vaccination, neither I nor any other therapist can help you, because **DAMAGE CAUSED BY VACCINATION WILL BE GENETICALLY Irreversible.**

Vaccination – Bio-weapons of genocide of the 21st century. Former Pfizer Chief Scientist Mike Yedon has once again expressed his position that it is too late now to save those who have been injected with a substance publicly called "the Covid-19 vaccine." He encourages those who have not yet received the lethal injection to fight for their lives, those around them and the lives of their children.

The internationally renowned immunologist goes on to describe a process that he says will kill the vast majority of people: "Immediately after the first vaccination, about 0.8% of people die within two weeks. The average life expectancy of survivors will be a maximum of two years, but it also decreases with each new "injection".

" Additional vaccines are still being developed to cause deterioration in certain organs, including the heart, lungs and brain. After two decades at Pfizer, Professor Yedon was familiar with the functions and research and development goals of pharmaceutical giant Pfizer, and states that the ultimate goal of the current "vaccination" regime can only be a massive demographic event that will make all world wars put together, like Mickey's staging Mouse.

"Billions of people have already been sentenced to certain, inevitable and painful death. Anyone who receives the injection will die prematurely, and three years is a generous estimate of how long they can survive."

Video: German newspaper SPD/ADVICE for Facing COVID Lockdown...



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Just got this:

Has not been in the news anywhere. Looks like we are getting closer to the Final Scene in the movie.

Please ALERT everyone in the family, friends and relatives! BREAKING NEWS ! Supreme Court has canceled universal vaccination In the United States, the Supreme Court has canceled universal vaccination. Bill Gates, US Chief Infectious Disease Specialist Fauci, and Big Pharma have lost a lawsuit in the US Supreme Court, failing to prove that all of their vaccines over the past 32 years have been safe for the health of citizens!

The lawsuit was filed by a group of scientists led by Senator Kennedy. Robert F. Kennedy Jr. : "The new COVID vaccine should be avoided at all costs. I urgently draw your attention to important issues related to the next vaccination against Covid-19. For the first time in the history of vaccination, the so-called mRNA vaccines of the latest generation directly interfere with the patient's genetic material and therefore alter the individual genetic material, which is genetic manipulation, which was already prohibited and was previously considered a crime.

The coronavirus VACCINE IS NOT A VACCINE! ATTENTION!

What has always been a vaccine? It was always the pathogen itself – a microbe or virus that was killed or attenuated, that is, weakened – and it was introduced into the body in order to produce antibodies. Not even a coronavirus vaccine! It is not that at all! It is part of the newest group of mRNA (mRNA) allegedly "vaccines". Once inside a human cell, mRNA reprograms normal RNA / DNA, which begins to make another protein.

That is, nothing to do with traditional vaccines! That is, it is an instrument of genetic influence. Genetic bioweapon! That is, they were going to destroy from earthlings, and the survivors will become GMOs! Following the unprecedented mRNA vaccine, the vaccinated will no longer be able to treat the symptoms of the vaccine in an additional way.

Vaccinated people will have to come to terms with the consequences, because they can no longer be cured by simply removing toxins from the human body, as in a person with a genetic defect such as Down syndrome, Klinefelter syndrome, Turner syndrome, genetic heart failure, hemophilia, cystic fibrosis, Rett syndrome, etc.), because the genetic defect is forever!

1

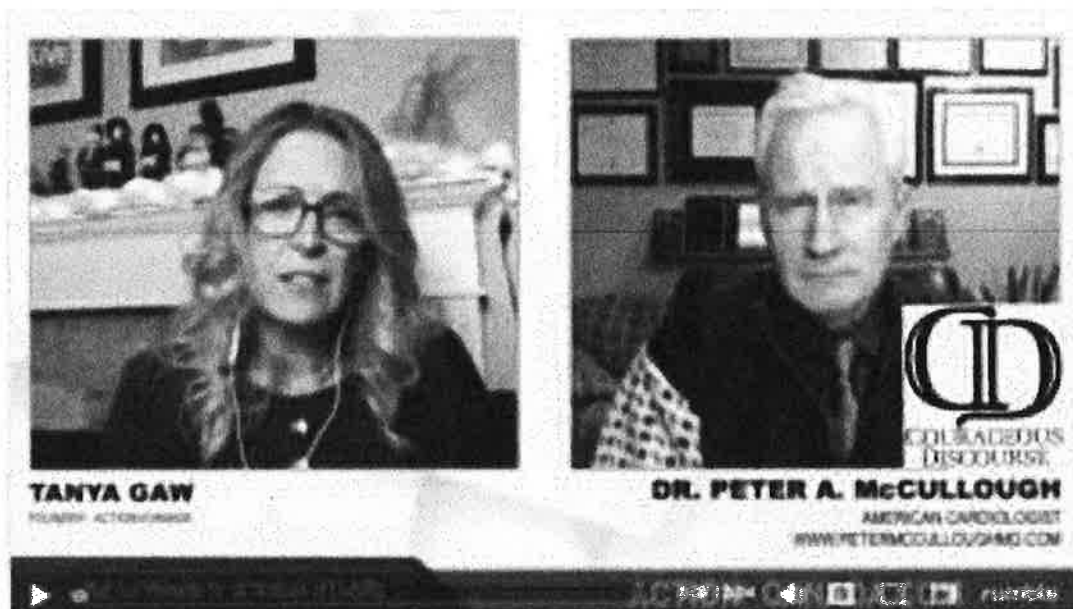
Dr. McCullough: The COVID "Vaccinated" Are A Health Threat To The Unvaccinated

written by GEG | December 11, 2022



Dr. Peter McCullough says that mRNA can be spread by people who received COVID 'vaccines' to other people who refused the injections. He says it is transmitted through close contact such as kissing, sexual contact and breast milk. He said that mRNA appears to never leave the body. He said that the COVID vaccines change the human genome and that two vaccinated people can pass the code mRNA code when they have a baby. The government rushed the jabs through approval and there were no assurances that they were safe, and there were no geno-toxicity studies. He said that in autopsies, the spike protein is found in the heart and brain.

Helen Banoun wrote, "lipid nanoparticles (or their natural equivalent, exosomes or extracellular vesicles (EVs)) have been shown to be able to be excreted through body fluids (sweat, sputum, breast milk) and to pass the transplacental barrier. These EVs are also able to penetrate by inhalation and through the skin (healthy or injured) as well as orally through breast milk (and why not during sexual intercourse through semen, as this has not been studied). It is urgent to enforce the legislation on gene therapy that applies to mRNA vaccines and to carry out studies on this subject while the generalization of mRNA vaccines is being considered."



Link for video: <https://rumble.com/v1zzbpu-dr-peter-mccullough-the-covid-vaccinated-are-a-health-threat-to-those-who-.html>

Article by Helen Banoun: <https://canadahealthalliance.org/wp-content/uploads/2022/12/483e983160eb24f1ef94bdd666603ac9.pdf>

Killer Robots Outlawed



(ReclaimingAmerica.net) – The members of the San Francisco city legislature have voted unanimously to backtrack on last week's decision to allow the use of "killer robots" by the local police.

All eleven members of San Francisco's Board of Supervisors are Democrats. Last week they voted 8-3 in favor of approving the deployment of explosive-armed robots to kill or incapacitate criminals.

Their vote made national headlines, sparking backlash from various sides of the political spectrum. That includes far-left activists and officials who slammed the use of killer robots as something that would "disproportionately" affect people of color and poorer Americans.

With their new vote, the San Francisco supervisors decided to ban the police from deploying robots in any lethal manner, The National Review reported, citing The Associated Press.

However, the liberal-dominated city's Supervisory Board still directed the issue to one of its committees for additional discussions.

Among those who voted in the minority against the use of killer robots last week was board president Shamman Walton, who said it would hurt disadvantaged groups.

Another opponent of last week's preliminary decision, Supervisor Dean Preston, welcomed its reversal in a prepared statement released after the new vote.

"The people of San Francisco have spoken loud and clear: There is no place for killer police robots in our city," Preston said.

"We should be working on ways to decrease the use of force by local law enforcement, not giving them new tools to kill people," he argued.

Earlier this week, ahead of the second vote, there was a protest rally outside the San Francisco city hall.

"We all saw that movie ... No Killer Robots," read the protesters' banners.

The police the San Francisco board had approved last week stipulated that a limited number of senior law enforcement officials would be able to authorize the use of deadly killer robots.

It said they would be able to do that only in cases "when [there is] risk of loss of life to members of the public or officers" and the killer robots "outweigh other force options available to SFPD."

The policy allowed the police "to contact, incapacitate, or disorient violent, armed, or dangerous suspects" through robots armed with explosives.

The San Francisco Police Department has a dozen functioning robots.

Those have been used for inspecting suspected bombs, executing warrants, and accessing hazmat and low-visibility situations.

The votes by the San Francisco's board came after a new California state law – California Assembly Bill 481 – required that local legislatures issue directions on how their police departments could utilize military-style equipment, such as robots.

Previous studies have shown that the translated spike proteins do not stay in the deltoid muscle and degrade. In cases of vaccine injury, the translated spike proteins are not neutralized by the immune system; instead, they were found reproducing uncontrollably and traveling throughout the body to distal organs, including the heart. Other studies corroborate the reality that vaccine-induced spike proteins and mRNA persist for weeks in lymph nodes.

The medical examiners determined that a causal link between the covid-19 vaccine and deadly myocarditis was based on: a close temporal relation to vaccination (within 1 week of administration); absence of any other significant pre-existing heart disease in the deceased (especially ischaemic heart disease or cardiomyopathy); negative testing for potential myocarditis-causing infectious agents; and finally, presence of a peculiar CD4 predominant T-cell infiltrate, suggesting an immune mediated mechanism brought on by the vaccine.

"Histology showed patchy interstitial myocardial T-lymphocytic infiltration, predominantly of the CD4 positive subset, associated with mild myocyte damage," the researchers wrote. "Overall, autopsy findings indicated death due to acute arrhythmogenic cardiac failure. Thus, myocarditis can be a potentially lethal complication following mRNA-based anti-SARS-CoV-2 vaccination."

Autopsies and non-biased medical examiners must explore histopathologies behind covid-19 vaccine fatalities

Autopsies are essential to determine if the covid-19 vaccines are the cause of sudden and unexpected death. These autopsies must be conducted by non-biased medical professionals who are open to investigating the histopathologies behind potential vaccine injury. Equally important: medical examiners must be aware of the issues with mRNA technology, must be able to track the inflammation caused by the vaccine's spike proteins, and must be open to investigating the various histopathologies behind vaccine damage. Many of these underlying vaccine injuries are not fully understood or accepted, such as the spike proteins' potential to inflame the nervous system and the brain stem. Inflammation of the nervous system could affect a person's mood, impulsivity, mental health, drug use, and suicide risk, but these issues are yet to be addressed in autopsies and other medical examinations.

Dr. Peter McCullough posted on his sub stack: "The very high yield of post-vaccination autopsy should spur families and physicians to push for post-mortem exams so we can learn more on how this medical procedure is leading to such a large loss of human life."

Sources include:

DailyMail.co.uk

TheEpochTimes.com

Link.Springer.com

PHMPT.org [PDF]

Cell.com

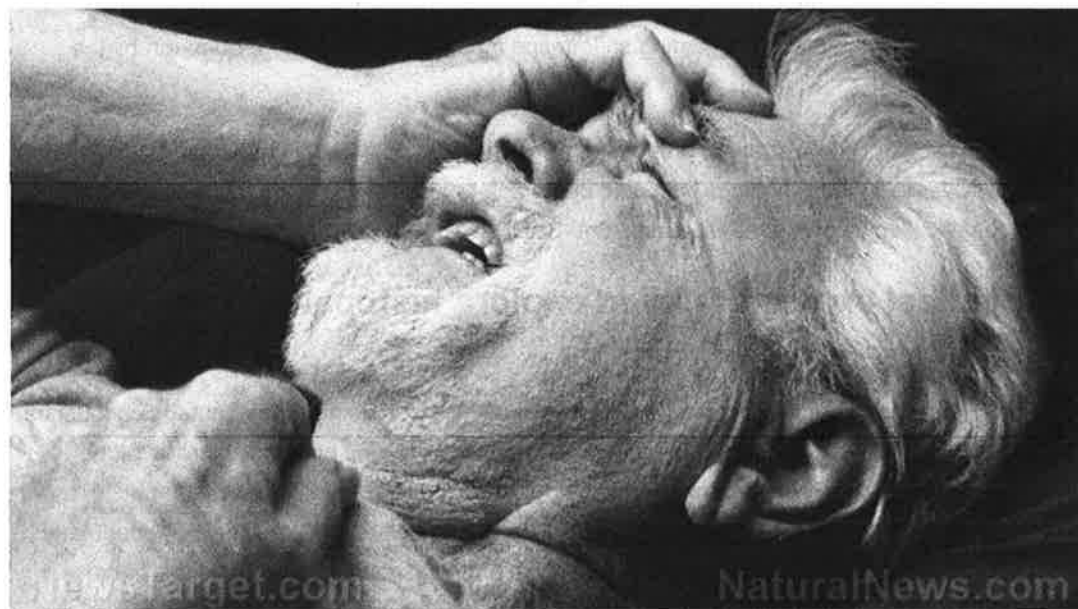
PeterMcCulloughMD.substack.com

Autopsies confirm: Covid-19 vaccine causes fatal heart inflammation or "Sudden Adult Death Syndrome"

Thursday, December 08, 2022 by: Lance D Johnson

Tags: autopsy, badhealth, badmedicine, cardiac failure, cardiovascular system, death by vaccination, histopathology, inflammation, medical examination, medical violence, mRNA, myocarditis, nervous system, pericarditis, SADS, spike proteins, thrombotic thrombocytopenia, unexpected death, vaccine damage, Vaccine deaths, Vaccine injuries, vaccine injury, vaccine wars, vaccines

This article may contain statements that reflect the opinion of the author



(Natural News) Previously healthy individuals are dying "suddenly and unexpectedly" after covid-19 vaccination. These individuals are of all ages, and many show no sign of pre-existing heart conditions. A new medical term— Sudden Adult Death Syndrome (SADS) was created to categorize these unexplained deaths. Vaccination is intended to protect individuals from infections and to prolong their life; however, vaccinated individuals are being hospitalized and diagnosed with new heart problems (myocarditis and pericarditis) and vaccine-induced thrombotic thrombocytopenia. Sometimes, these vaccine injuries go undetected. Sometimes they are mild, but other times, they are fatal in the first week after vaccination.

In a new case study, twenty-five individuals who died after covid-19 vaccination showed inflammation of the heart that coincided with the inflammation caused in the deltoid muscle, post vaccination.

Autopsies confirm covid jabs cause fatal inflammation of the heart muscle

Medical examiners from Germany conducted autopsies on thirty-five individuals who died within twenty days after taking a second dose of the covid-19 mRNA vaccine (Comirnaty & Spikevax). They concluded that ten of the fatalities were clearly not due to the vaccine, due to evidence of drug overdose. The majority of the fatalities (71%) presented vascular damage that is specific to vaccine injuries, including rapid heart failure, vascular aneurysm, pulmonary embolism, myocardial infarction, fatal stroke, and vaccine-induced thrombotic thrombocytopenia.

A closer examination of five of these cases showed new onset inflammation in the cardiovascular system and histopathologies directly in the heart muscle. These five individuals were diagnosed with lymphocytic (epi-)myocarditis and died suddenly in their homes in the first week after covid-19 mRNA vaccination. The medical examiners found patchy inflammation in the heart muscle that mirrored the same patchy inflammation that is induced in the deltoid muscles after covid-19 mRNA vaccination.



people's arms. . . . They were getting peer pressure, and everyone else was doing it. So, how bad could it be? We can't get caught if we all agree to the lie. Again, this is called extrinsic fraud. Extrinsic fraud is brought against a large population or party when there are many people involved. This is exactly what has happened with these mRNA injections, which are bioweapons. . . . It is a group of people who are all in a club together who agreed to go along with the lie. They got financial incentives, which gave them additional power. . . . They followed the orders of tyranny believing they were going to get away with it. They went against our God-given rights, and they think they are going to get away with it with no costs because they are all in agreement together. They let other people suffer for their gain, and they don't have to lose their jobs, and they don't have to miss out on these financial incentives called Covid19. That's what has happened."

In closing, Kingston says, "Look, they are burning down the house with you and the baby in it. My concern is that people have been told nothing can stop what is coming. . . . They are going to do what they attempted to do for centuries. . . . We are going to exterminate a lot of humans and enslave the rest of them. . . . There are too many people in power who have been bought and sold. . . . A crime has been brought against all Americans and all of humanity. We have to stand in the truth, and truth in evidence and God and not false idols. I think a lot of people know that they have been fooled, but they have been told you might as well go along with this until the ride is over."

There is much more in the 1-hour and 7-minute presentation.

Join Greg Hunter of USAWatchdog.com as he goes One-on-One with biotech analyst Karen Kingston as she gives a mind-blowing update on the bioweapon injections for 12.3.22.

(To Donate to USAWatchdog.com Click Here)



After the Interview:

To look at some of the data and documents Kingston shows to prove the CV19 vax is a criminal act of releasing a bioweapon on an unsuspecting public, go to the kingstonreport@substack.com.

To support Kingston financially, you can become a subscriber by clicking here.

If you want to make a snail mail donation to Karen Kingston, please do so at:

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POLL: WHAT DO YOU THINK?

Do you think the economy will hold together for the rest of the year?

- ☐ Yes! and things get a little better by Christmas
- ☐ No! It blows up and Mad Max Makes his return
- ☐ I don't know

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Everybody Knew CV-19 Vax Was a Criminal Bioweapon – Karen Kingston

Everybody Knew CV-19 Vax Was a Criminal Bioweapon – Karen Kingston

By Greg Hunter On December 3, 2022 In Political Analysis 84 Comments



By Greg Hunter's USAWatchdog.com
(Saturday Night Post)

Karen Kingston is a biotech analyst and former Pfizer employee who has researched and written about many aspects of the so-called CV19 vaccines. Kingston has uncovered documents that prove everybody knew or should have known the deadly effects of these criminal injections. Kingston says documents with the drug makers, FDA and

CDC listed the deadly and debilitating "side effects" of the injections. Kingston shows that vaccine makers gave a list to the FDA of "side effects" or "possible adverse event outcomes" from the injections. Kingston says, "Common side effects should be muscle aches, headaches, fever and pain. With these injections, common side effects are Guillain-Barre, . . . Inflammation of your brain and your spinal cord, meningitis, stroke, narcolepsy, anaphylaxis, heart attack, myocarditis, pericarditis, auto immune disease, death, pregnancy and birth outcomes, fetal injuries, fetal mutations, spontaneous abortion. . . and vaccine enhanced disease. . . So, they knew this was not mild side effects. . . This is not me speaking. This is literally their documents. . . This information is just the tip of the iceberg, which show how really sick and perverse these CV19 injections are."

Kingston asks, "How much longer are doctors going to defend the safety of these injections? Why are people not waking up? Their trusted leaders and their family doctors are telling them these mRNA injections are safe and effective. . . In legal terms, it is the definition of extrinsic fraud. . . These are gene editing technologies, and the FDA does not have the right to call these injections a vaccine. They are not even gene therapies because they cause disease, disabilities and death. . . They are bioweapons."

Kingston goes on to say, "This is fraud. The claim that these injections are safe and effective are all based on fraud. It is blatant misrepresentation of facts to the American people. This was parroted and repeated to the American people through the mainstream media as well as through all of the healthcare organizations. We are in a real pickle, we really are because those who know the truth are being hammered down, myself included. This is premeditated battery and murder of adults and children. They knew what was going to happen, and they authorized it any way. Keep in mind, your entire medical industrial complex, which includes your local family practitioner, nurses and pediatricians, went along with it. Why? If they were not getting large financial incentives and being pressured to go along with it, they would have never stuck these shots in

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GREG HUNTER



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**The Secrets Out: These Are The Brands
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Just got this:

Has not been in the news anywhere. Looks like we are getting closer to the Final Scene in the movie.

Please ALERT everyone in the family, friends and relatives! **BREAKING NEWS!** Supreme Court has canceled universal vaccination In the United States, the Supreme Court has canceled universal vaccination. Bill Gates, US Chief Infectious Disease Specialist Fauci, and Big Pharma have lost a lawsuit in the US Supreme Court, failing to prove that all of their vaccines over the past 32 years have been safe for the health of citizens!

The lawsuit was filed by a group of scientists led by Senator Kennedy. Robert F. Kennedy Jr. : "The new COVID vaccine should be avoided at all costs. I urgently draw your attention to important issues related to the next vaccination against Covid-19. For the first time in the history of vaccination, the so-called mRNA vaccines of the latest generation directly interfere with the patient's genetic material and therefore alter the individual genetic material, which is genetic manipulation, which was already prohibited and was previously considered a crime.

The coronavirus VACCINE IS NOT A VACCINE! ATTENTION!

What has always been a vaccine? It was always the pathogen itself – a microbe or virus that was killed or attenuated, that is, weakened – and it was introduced into the body in order to produce antibodies. Not even a coronavirus vaccine! It is not that at all! It is part of the newest group of mRNA (mRNA) allegedly "vaccines". Once inside a human cell, mRNA reprograms normal RNA / DNA, which begins to make another protein.

That is, nothing to do with traditional vaccines! That is, it is an instrument of genetic influence. Genetic bioweapon! That is, they were going to destroy from earthlings, and the survivors will become GMOs! Following the unprecedented mRNA vaccine, the vaccinated will no longer be able to treat the symptoms of the vaccine in an additional way.

Vaccinated people will have to come to terms with the consequences, because they can no longer be cured by simply removing toxins from the human body, as in a person with a genetic defect such as Down syndrome, Klinefelter syndrome, Turner syndrome, genetic heart failure, hemophilia, cystic fibrosis, Rett syndrome, etc.), because the genetic defect is forever!

This clearly means: If a symptom of vaccination develops after mRNA vaccination, neither I nor any other therapist can help you, because **DAMAGE CAUSED BY VACCINATION WILL BE GENETICALLY Irreversible**.

Vaccination – Bio-weapons of genocide of the 21st century. Former Pfizer Chief Scientist Mike Yeedon has once again expressed his position that it is too late now to save those who have been injected with a substance publicly called "the Covid-19 vaccine." He encourages those who have not yet received the lethal injection to fight for their lives, those around them and the lives of their children.

The internationally renowned immunologist goes on to describe a process that he says will kill the vast majority of people: "Immediately after the first vaccination, about 0.8% of people die within two weeks. The average life expectancy of survivors will be a maximum of two years, but it also decreases with each new "injection".

" Additional vaccines are still being developed to cause deterioration in certain organs, including the heart, lungs and brain. After two decades at Pfizer, Professor Yedon was familiar with the functions and research and development goals of pharmaceutical giant Pfizer, and states that the ultimate goal of the current "vaccination" regime can only be a massive demographic event that will make all world wars put together, like Mickey's staging Mouse.

"Billions of people have already been sentenced to certain, inevitable and painful death. Anyone who receives the injection will die prematurely, and three years is a generous estimate of how long they can survive."



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avoid the thermal steam turbine generation system used by conventional fission reactors and are able to directly extract power from the pressure of the plasma's charged particles in the reactor against the encircling magnetic fields. He also discusses the two methods by which they manufacture the rare part of their fuel—Helium-3.

LaRouche PAC is referring you to this video to help convey the accelerating pace at which progress is being made. Be sure to watch and circulate it as an early holiday gift to yourself and others. We just celebrated the accomplishment of more energy out of a target than delivered to it at the National Ignition Facility at Lawrence Livermore National Laboratory. Next, Helion will be demonstrating the ability to generate useful amounts of net electricity out by 2024 in its next machine. That will be followed up by 50-Megawatt range small reactors for industrial use. As experience is developed in industrial applications, larger 500 Megawatt units will be deployed to the grid. The pace is rapidly accelerating. Be a part of it.

If you are a technical person, or a possible Helion recruit, it is worth paying the nominal fee to watch both entire interview/tours here:

<https://nebula.tv/videos/realengineering-helion-bts-david-kirtley-interview>

<https://nebula.tv/videos/realengineering-helion-bts-trenta-walking-tour>

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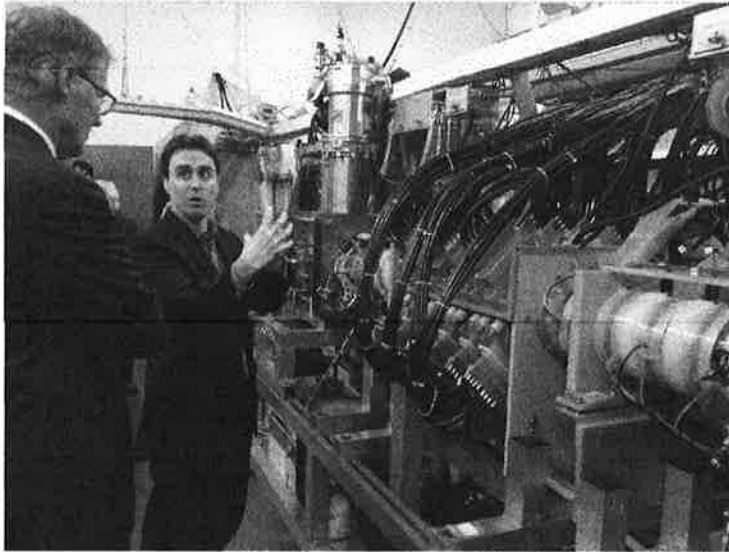
A Sight For Sore Eyes: Helion Energy's Exciting Approach to Fusion



By [Michael Carr](#)

December 19, 2022

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Gov. Inslee toured Helion Energy, a clean tech company that uses fusion technology to produce energy. They're working toward commercialization. October 28, 2014 Credit: Governor Jay Inslee / flickr

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No matter how young or old you are, you should be very happy to be alive right now, as there have never been more exciting times than those we live in right now. NASA's Artemis 1 flight was a complete success. The first orbital

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Chaser, and first crewed flight of the Boeing Starliner to the International Space Station. There are now two continuously manned space stations in orbit, soon to be joined by more in the next few years which will begin the actual industrialization of space.

All across the country irrepressible natural American optimism and humor have left the [British Empire and its Washington minions at places like the White House and FBI helplessly raging](#) at their inability to stamp out and cancel the American soul. The only thing they have succeeded in creating is a reactionary state of mind and rage against them. Soon, even those emotions will be mastered as we move to the higher intellectual and emotional space which will ensure their final defeat.

And the speed of technological progress is picking up noticeably. Nowhere is that demonstrated more clearly than at the facilities of Helion Energy in the cities of Redmond and Everett in Washington state. I've written about their machines and approach [before](#), but this week they partnered with Brian McManus of the Real Engineering YouTube channel to bring their work out to the general public's attention and to recruit to their team—as they have to double in size.

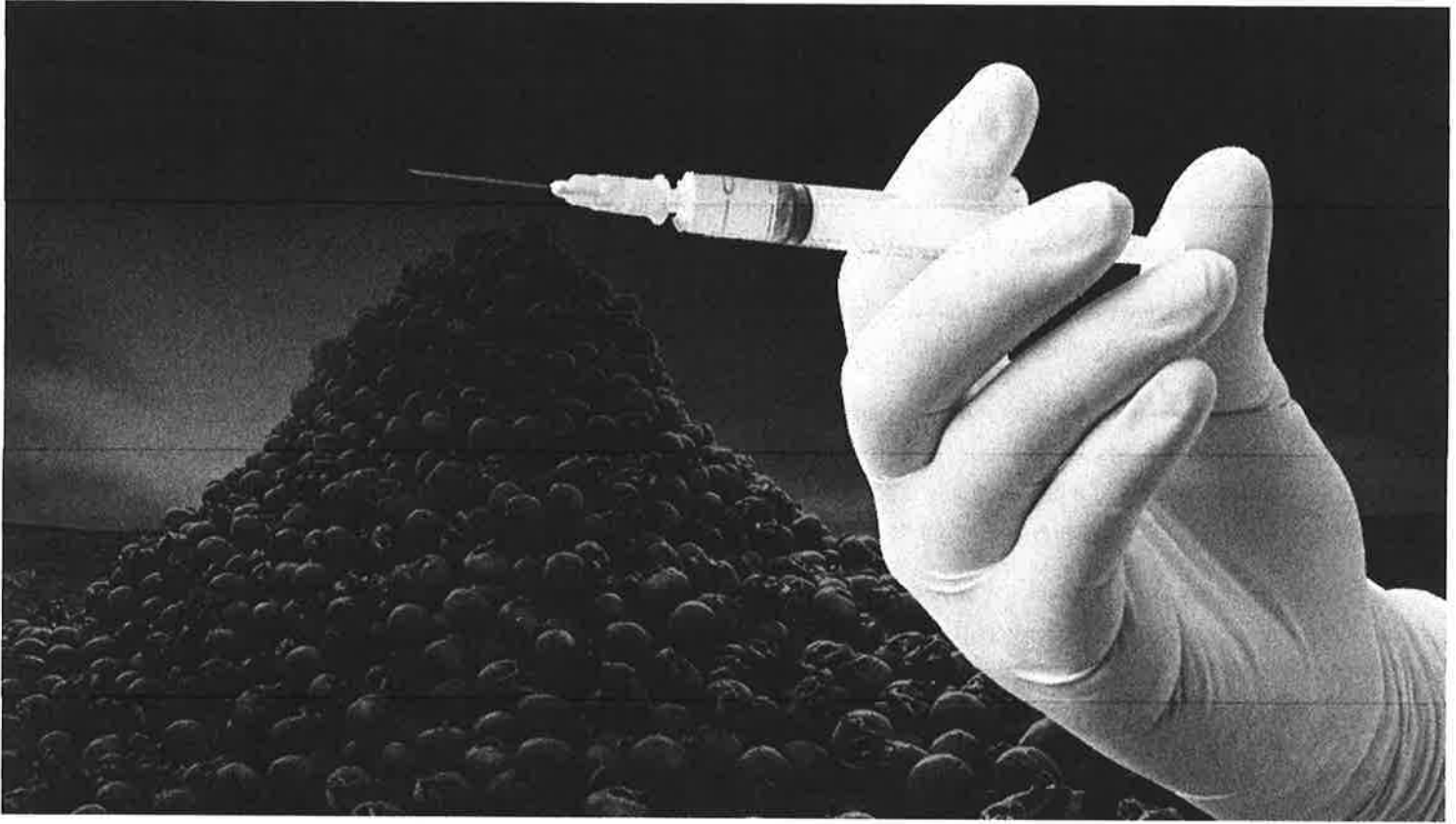
Helion CEO David Kirtley gave a detailed tour of their 6th generation machine in Redmond and the ongoing work on their 7th generation machine in Everett. He also discussed how studies on fusion rocket and power systems for space development had led to their low overhead, highly efficient direct energy conversion approach. In other words, they have figured out how to

Americans are DYING AT WARP SPEED from the Wuhan Flu vaccinations

Thursday, December 08, 2022 by: S.D. Wells

Tags: Dangerous Medicine, pharmaceutical fraud, SADS, science deception, SIDS, sudden death, sudden death syndrome, Suppressed, vaccine death, vaccine injury, vaccine rollout, vaccine statistics, vaccine wars, vaccines, warp-speed

This article may contain statements that reflect the opinion of the author



(Natural News) No contaminated food, beverage, medicine, or vaccination has ever been more deadly or caused more fatalities than the Wuhan virus jabs. Instead of reducing the surge of sudden deaths, the Fauci Flu injections have increased the surge of sudden deaths, and a government report PROVES the spike-protein-prion injections are to blame. As many Americans have died by lethal injection (Coronavirus vaccines) — that's 6 million, in just the past two years — as Jews who died in the Holocaust. Are the Covid vaccines the new gas chambers?

It's time to take an in-depth look at the secretive CDC report that reveals the statistics of the gene-mutation, vascular-clogging Covid death stabs. Pfizer-Gate is no conspiracy theory. Americans are dying at warp speed and hardly a vaccinated soul has any idea what's really going on.

CDC report shows 6 million Americans have “died suddenly” since pandemic vaccine rollout

The deadly vaccine campaign began in mid-December of 2020. Now, in an official report called *Deaths by Vaccination Status*, published by the United Kingdom government's Office for National Statistics (ONS), the proof is in the data. Every month since the start of 2022, the more vaccines someone gets, the more likely they are to die unexpectedly and suddenly by unknown causes, and much more likely than anyone who is fully unvaccinated.

Plus, every month that goes by proves to be a higher mortality rate for those getting booster shots for Fauci Flu. That means the triple-vaccinated adult populace is under triple-threat of SADS (sudden adult death syndrome), and the triple-vaccinated teen and child

population is under triple threat also. They're all dying at a mortality rate of nearly 30 per 100,000. The vaxxed sheeple are doing themselves in, so there's no "safety in numbers" and the old 'herd theory' is out the window, for sure.



“Booster” campaigns are boosting death, not immunity, but the mass media complex and Big Pharma are censoring all news about it

The absolute worst mortality rates for the vaccinated masses include those double vaccinated who are in their forties, with a 264 percent more likely chance of dying than their counterparts who are unvaccinated. When will Fauci and Walensky talk about *that*? Where are the talking heads now and all those “experts” to analyze *that* data? The mass booster campaigns are wiping people out, while the pandemic itself has waned and faded, almost out of existence. Why are so many people so gullible and still getting jabbed up with these deadly, “emergency only” gene therapy jabs?

In all age groups analyzed, the partly and double vaccinated are more likely to die than the fully unvaccinated. This is a tough pill to swallow for the allopathic sheeple, should they ever even find out about these government studies and raw data.

As the masses die off from the Covid jabs, the media and Big Pharma are blaming everything else, even absurd excuses that are published by major media outlets, including death by referee whistle, cold shower, video game, and tiny particles from industry pollution. Suddenly these are the culprits of a billion people dropping dead suddenly across the planet, and the vaccinated sheeple are so doped up and clogged up they can't think straight enough to see the forest for the trees.

Pay close attention to the data, because it's obvious now that the fully unvaccinated are much better protected from viruses and other pathogens by keeping an organic food regimen, supplemented by natural remedies, vitamins, minerals, and superfoods. Bookmark Vaccines.news to your favorite independent websites for updates on experimental gene therapy injections the CDC and fake news claim are “safe and effective” when they're really dangerous and health-damaging.

Sources for this article include:

Pandemic.news

Expose-news.com

NaturalNews.com

ONS.gov.UK

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To: [Dollar, Sarah](#)
Subject: FW: Scanned image from Fort Vancouver Regional Library
Date: Wednesday, December 28, 2022 12:22:08 PM
Attachments: [FVRL 20221227 160954.pdf](#)

Thanks!

Shannon Ripp | Support Specialist III

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From: admin@geoengineeringwatch.org,

To: we4the4people@aol.com,

Subject: Geoengineering Watch Global Alert News, December 24, 2022, #385

Date: Sat, Dec 24, 2022 10:13 am

[View this email in your browser](#)

Geoengineering Watch Global Alert News, December 24, 2022, #385



"Gov. warns people to get where they need to be before potential flash freeze". Does this sound like headline straight out of "The Day After Tomorrow" movie? Temperatures in some regions crashed by as much as 75 degrees in only hours. What does it take to wake the sleeping masses? How bad does it have to get before more of the population opens their eyes and realizes something is very wrong with our skies and our weather? "Winter Storm Elliot" is the latest chemical ice nucleation cloud seeding creation from the weather makers. Geoengineering operations are wreaking havoc around the world, how long do we have before the climate system completely collapses bringing civilization with it? The latest installment of Global Alert News is below.

XXX December 27, 2022 E-mail - These copies are to be put in PUBLIC RECORDS; accessible at the first council meeting of 2023! Educate Yourself



**Geoengineering Watch Global Alert News, December 24, 2022, #385
(Dane Wigington)**

All are needed in the critical battle to wake populations to what is coming, we must make every day count. Share credible data from a credible source, make your voice heard. Awareness raising efforts can be carried out from your own home computer.

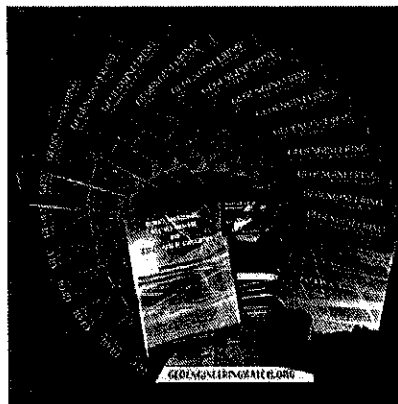
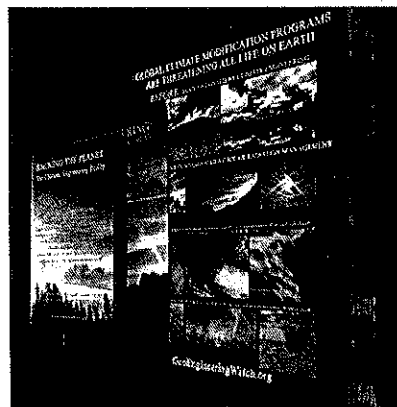
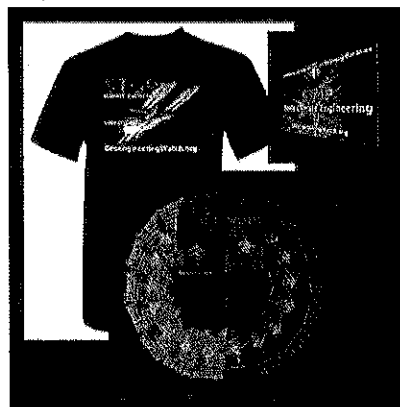
Dane Wigington
GeoengineeringWatch.org

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**The Dimming, Full Length Climate Engineering Documentary
(Geoengineering Watch)**

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Full article: <https://www.geoengineeringwatch.org/geoengineering-watch-global-alert-news-december-24-2022-385/>



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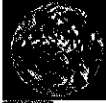
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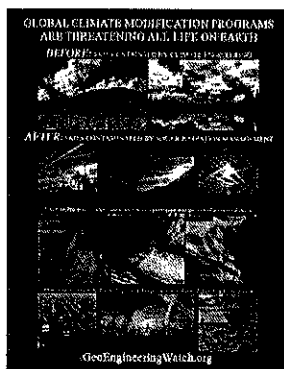


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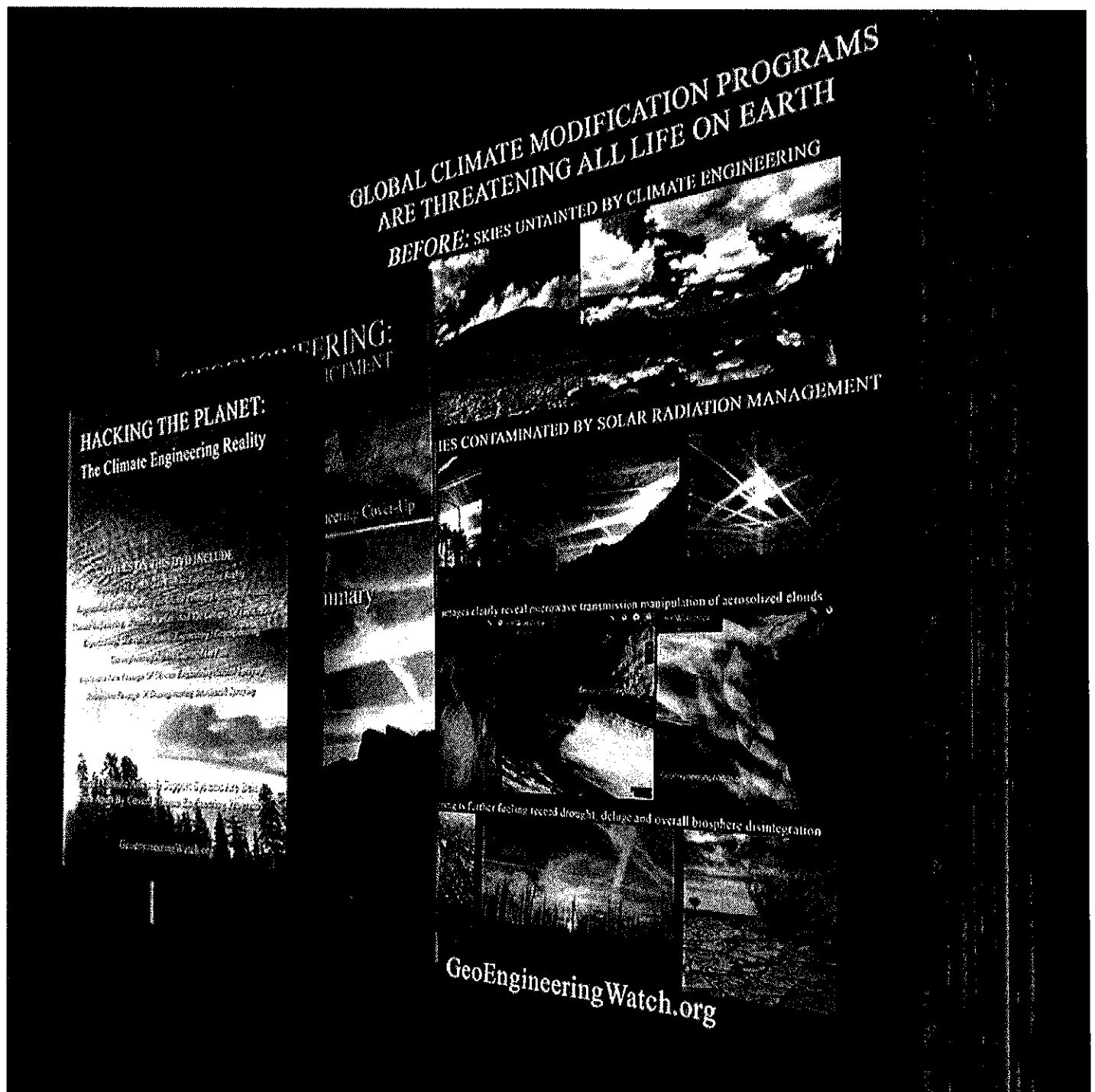
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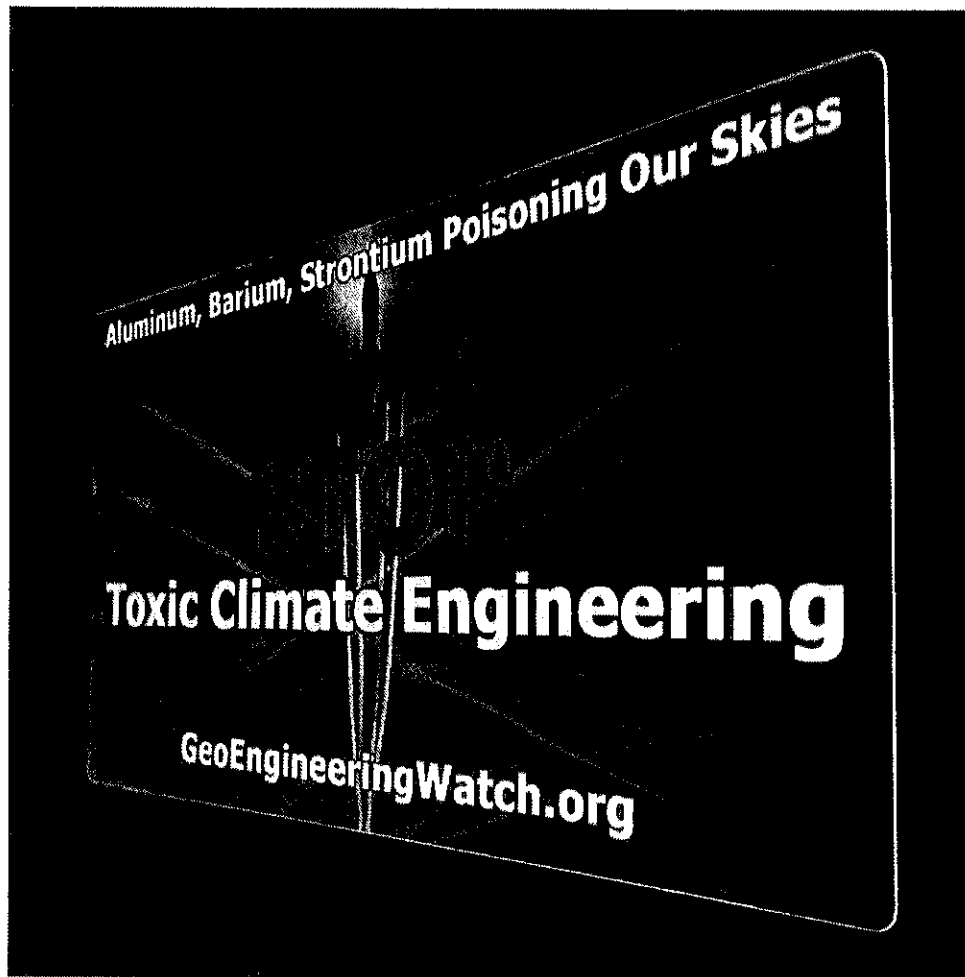


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100 Flyers, a 20 page full color booklet (that contains the most hard hitting and undeniable climate engineering facts and photos available) and our most recent DVD package is **\$29, USA ONLY** (USPS Priority Mail shipping \$8). We are no longer able to ship internationally. This informational package has been priced as close as possible to the cost of producing and handling. Every package also includes a complimentary bumper sticker; our latest version is shown below.



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January 2023

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15	16	17	18	19	20	21
22	23	24	25	26	27	28
29	30	31	1	2	3	4

one Community Forum every 3 months!!!
Tyrannical and Citizens will
wake up!

PDF**RCW 42.30.010****Legislative declaration.**

The legislature finds and declares that all public commissions, boards, councils, committees, subcommittees, departments, divisions, offices, and all other public agencies of this state and subdivisions thereof exist to aid in the conduct of the people's business. It is the intent of this chapter that their actions be taken openly and that their deliberations be conducted openly.

The people of this state do not yield their sovereignty to the agencies which serve them. The people, in delegating authority, do not give their public servants the right to decide what is good for the people to know and what is not good for them to know. The people insist on remaining informed and informing the people's public servants of their views so that they may retain control over the instruments they have created. For these reasons, even when not required by law, public agencies are encouraged to incorporate and accept public comment during their decision-making process.

[2022 c 115 § 2; 1971 ex.s. c 250 § 1.]

NOTES:

Reviser's note: Throughout this chapter, the phrases "this act" and "this 1971 amendatory act" have been changed to "this chapter." "This act" [1971 ex.s. c 250] consists of this chapter, the amendment to RCW 34.04.025, and the repeal of RCW 42.32.010 and 42.32.020.

Findings—Intent—2022 c 115: See note following RCW 42.30.230.

**RCW 42.30.020****Definitions.**

As used in this chapter unless the context indicates otherwise:

(1) "Public agency" means:

(a) Any state board, commission, committee, department, educational institution, or other state agency which is created by or pursuant to statute, other than courts and the legislature. This does not include a comprehensive cancer center participating in a collaborative arrangement as defined in RCW 28B.10.930 that is operated in conformance with RCW 28B.10.930;

(b) Any county, city, school district, special purpose district, or other municipal corporation or political subdivision of the state of Washington;

(c) Any subagency of a public agency which is created by or pursuant to statute, ordinance, or other legislative act, including but not limited to planning commissions, library or park boards, commissions, and agencies;

(d) Any policy group whose membership includes representatives of publicly owned utilities formed by or pursuant to the laws of this state when meeting together as or on behalf of participants who have contracted for the output of generating plants being planned or built by an operating agency.

(2) "Governing body" means the multimember board, commission, committee, council, or other policy or rule-making body of a public agency, or any committee thereof when the committee acts on behalf of the governing body, conducts hearings, or takes testimony or public comment.

(3) "Action" means the transaction of the official business of a public agency by a governing body including but not limited to receipt of public testimony, deliberations, discussions, considerations, reviews, evaluations, and final actions. "Final action" means a collective positive or negative decision, or an actual vote by a majority of the members of a governing body when sitting as a body or entity, upon a motion, proposal, resolution, order, or ordinance.

(4) "Meeting" means meetings at which action is taken.

[2022 c 71 § 11; 1985 c 366 § 1; 1983 c 155 § 1; 1982 1st ex.s. c 43 § 10; 1971 ex.s. c 250 § 2.]

NOTES:

Findings—Intent—2022 c 71: See note following RCW 28B.10.930.

Severability—Savings—1982 1st ex.s. c 43: See notes following RCW 43.52.374.

PDF**RCW 42.30.030****Meetings declared open and public.**

(1) All meetings of the governing body of a public agency shall be open and public and all persons shall be permitted to attend any meeting of the governing body of a public agency, except as otherwise provided in this chapter.

(2) Public agencies are encouraged to provide for the increased ability of the public to observe and participate in the meetings of governing bodies through real-time telephonic, electronic, internet, or other readily available means of remote access that do not require an additional cost to access the meeting.

[2022 c 115 § 3; 1971 ex.s. c 250 § 3.]

NOTES:

Findings—Intent—2022 c 115: See note following RCW 42.30.230.

**RCW 42.30.035****Minutes.**

The minutes of all regular and special meetings except executive sessions of such boards, commissions, agencies or authorities shall be promptly recorded and such records shall be open to public inspection.

[1953 c 216 § 3. Formerly RCW 42.32.030.]

NOTES:

A small icon representing a PDF document, consisting of the letters 'PDF' inside a rounded rectangle.**RCW 42.30.040****Conditions to attendance not to be required.**

A member of the public shall not be required, as a condition to attendance at a meeting of a governing body, to register his or her name and other information, to complete a questionnaire, or otherwise to fulfill any condition precedent to his or her attendance. This section does not prohibit any generally applicable conditions determined by the governing body to be reasonably necessary to protect the public health or safety, or to protect against interruption of the meeting, including a meeting at which the physical attendance by some or all members of the public is limited due to a declared emergency.

[2022 c 115 § 6; 2012 c 117 § 124; 1971 ex.s. c 250 § 4.]

NOTES:

Effective date—2022 c 115 §§ 5-11: See note following RCW 42.30.230.

Findings—Intent—2022 c 115: See note following RCW 42.30.230.

PDF**RCW 42.30.050****Interruptions—Procedure.**

In the event that any meeting is interrupted by a group or groups of persons so as to render the orderly conduct of such meeting unfeasible and order cannot be restored by the removal of individuals who are interrupting the meeting, the members of the governing body conducting the meeting may order the meeting room cleared and continue in session or may adjourn the meeting and reconvene at another location selected by majority vote of the members. In such a session, final disposition may be taken only on matters appearing on the agenda. Representatives of the press or other news media, except those participating in the disturbance, shall be allowed to attend any session held pursuant to this section. Nothing in this section shall prohibit the governing body from establishing a procedure for readmitting an individual or individuals not responsible for disturbing the orderly conduct of the meeting. Nothing in this section prohibits the governing body from stopping people from speaking to the governing body when not recognized by the governing body to speak.

[2022 c 115 § 7; 1971 ex.s. c 250 § 5.]

NOTES:

Effective date—2022 c 115 §§ 5-11: See note following RCW 42.30.230.

Findings—Intent—2022 c 115: See note following RCW 42.30.230.

A small icon representing a PDF document, consisting of the letters "PDF" inside a rounded rectangle.**RCW 42.30.060****Ordinances, rules, resolutions, regulations, etc., adopted at public meetings
—Notice—Secret voting prohibited.**

(1) No governing body of a public agency shall adopt any ordinance, resolution, rule, regulation, order, or directive, except in a meeting open to the public and then only at a meeting, the date of which is fixed by law or rule, or at a meeting of which notice has been given according to the provisions of this chapter. Any action taken at meetings failing to comply with the provisions of this subsection shall be null and void.

(2) No governing body of a public agency at any meeting required to be open to the public shall vote by secret ballot. Any vote taken in violation of this subsection shall be null and void, and shall be considered an "action" under this chapter.

[1989 c 42 § 1; 1971 ex.s. c 250 § 6.]

PDF**RCW 42.30.120****Violations—Personal liability—Civil penalty—Attorneys' fees and costs.**

(1) Each member of the governing body who attends a meeting of such governing body where action is taken in violation of any provision of this chapter applicable to him or her, with knowledge of the fact that the meeting is in violation thereof, shall be subject to personal liability in the form of a civil penalty in the amount of five hundred dollars for the first violation.

(2) Each member of the governing body who attends a meeting of a governing body where action is taken in violation of any provision of this chapter applicable to him or her, with knowledge of the fact that the meeting is in violation thereof, and who was previously assessed a penalty under subsection (1) of this section in a final court judgment, shall be subject to personal liability in the form of a civil penalty in the amount of one thousand dollars for any subsequent violation.

(3) The civil penalty shall be assessed by a judge of the superior court and an action to enforce this penalty may be brought by any person. A violation of this chapter does not constitute a crime and assessment of the civil penalty by a judge shall not give rise to any disability or legal disadvantage based on conviction of a criminal offense.

(4) Any person who prevails against a public agency in any action in the courts for a violation of this chapter shall be awarded all costs, including reasonable attorneys' fees, incurred in connection with such legal action. Pursuant to RCW 4.84.185, any public agency which prevails in any action in the courts for a violation of this chapter may be awarded reasonable expenses and attorney fees upon final judgment and written findings by the trial judge that the action was frivolous and advanced without reasonable cause.

[2016 c 58 § 1; 2012 c 117 § 126; 1985 c 69 § 1; 1973 c 66 § 3; 1971 ex.s. c 250 § 12.]

A small rectangular icon with the letters "PDF" inside, indicating a PDF document.**RCW 42.30.130****Violations—Mandamus or injunction.**

Any person may commence an action either by mandamus or injunction for the purpose of stopping violations or preventing threatened violations of this chapter by members of a governing body.

[1971 ex.s. c 250 § 13.]

PDF**RCW 42.30.140****Chapter controlling—Application.**

If any provision of this chapter conflicts with the provisions of any other statute, the provisions of this chapter shall control: PROVIDED, That this chapter shall not apply to:

(1) The proceedings concerned with the formal issuance of an order granting, suspending, revoking, or denying any license, permit, or certificate to engage in any business, occupation, or profession or to any disciplinary proceedings involving a member of such business, occupation, or profession, or to receive a license for a sports activity or to operate any mechanical device or motor vehicle where a license or registration is necessary; or

(2) That portion of a meeting of a quasi-judicial body which relates to a quasi-judicial matter between named parties as distinguished from a matter having general effect on the public or on a class or group; or

(3) Matters governed by chapter 34.05 RCW, the Administrative Procedure Act; or

(4)(a) Collective bargaining sessions with employee organizations, including contract negotiations, grievance meetings, and discussions relating to the interpretation or application of a labor agreement; or (b) that portion of a meeting during which the governing body is planning or adopting the strategy or position to be taken by the governing body during the course of any collective bargaining, professional negotiations, or grievance or mediation proceedings, or reviewing the proposals made in the negotiations or proceedings while in progress.

[1990 c 98 § 1; 1989 c 175 § 94; 1973 c 66 § 4; 1971 ex.s. c 250 § 14.]

NOTES:

Effective date—1989 c 175: See note following RCW 34.05.010.

Drug reimbursement policy recommendations: RCW 74.09.653.

Mediation testimony competency: RCW 5.60.070 and 5.60.072.

PDF**RCW 42.30.200****Governing body of recognized student association at college or university
—Chapter applicability to.**

The multimember student board which is the governing body of the recognized student association at a given campus of a public institution of higher education is hereby declared to be subject to the provisions of the open public meetings act as contained in this chapter, as now or hereafter amended. For the purposes of this section, "recognized student association" shall mean any body at any of the state's colleges and universities which selects officers through a process approved by the student body and which represents the interests of students. Any such body so selected shall be recognized by and registered with the respective boards of trustees and regents of the state's colleges and universities: PROVIDED, That there be no more than one such association representing undergraduate students, no more than one such association representing graduate students, and no more than one such association representing each group of professional students so recognized and registered at any of the state's colleges or universities.

[1980 c 49 § 1.]

PDF

RCW 42.30.230**Declared emergencies—Remote meeting—Limits on physical attendance.**

(1) If, after the declaration of an emergency by a local or state government or agency, or by the federal government, a public agency determines that it cannot hold a meeting of the governing body with members or public attendance in person with reasonable safety because of the emergency, the public agency may:

(a) Hold a remote meeting of the governing body without a physical location; or

(b) Hold a meeting of the governing body at which the physical attendance by some or all members of the public is limited due to a declared emergency.

(2) During a remote meeting, members of the governing body may appear or attend by phone or by other electronic means that allows real-time verbal communication without being in the same physical location. For a remote meeting or a meeting at which the physical attendance by some or all members of the public is limited due to a declared emergency, the public agency must provide an option for the public to listen to the proceedings telephonically or by using a readily available alternative in real-time that does not require any additional cost for participation. Free readily available options include, but are not limited to, broadcast by the public agency on a locally available cable television station that is available throughout the jurisdiction or other electronic, internet, or other means of remote access that does not require any additional cost for access to the program. The public agency may also allow the other electronic means of remote access.

(3) No action may be taken at a remote meeting or a meeting at which the physical attendance by some or all members of the public is limited due to a declared emergency if the public agency has not provided an option for the public to listen to proceedings pursuant to subsection (2) of this section, except for an executive session as authorized in this chapter.

(4) Notice of a remote meeting without a physical location or a meeting at which the physical attendance by some or all members of the public is limited due to a declared emergency must be provided in accordance with this chapter and must include instructions on how the public may listen live to proceedings and on how the public may access any other electronic means of remote access offered by the public agency.

(5) A remote meeting or a meeting at which the physical attendance by some or all members of the public is limited due to a declared emergency that is held under the provisions of this section shall be considered open and public in compliance with the requirements of this chapter. Nothing in this section alters the ability of public agencies to take action in response to an emergency as provided for in RCW 42.30.070, or to have members of a governing body participate in a meeting remotely with no declared emergency.

(6) Notwithstanding any other provision in this section, any governing body of a public agency which held some of its regular meetings remotely prior to March 1, 2020, may continue to hold some of its regular meetings remotely with no declared emergency so long as the public agency provides an option for the public to listen to the proceedings pursuant to subsection (2) of this section.

[2022 c 115 § 5.]

NOTES:

Effective date—2022 c 115 §§ 5-11: "Sections 5 through 11 of this act are necessary for the immediate preservation of the public peace, health, or safety, or support of the state government and its existing public institutions, and take effect immediately [March 24, 2022]." [2022 c 115 § 15.]

Findings—Intent—2022 c 115: "The legislature finds and declares that, due to technological advances since the 1971 adoption of the open public meetings act, elected officials no longer conduct the public's business solely at in-person meetings, but can and do utilize telephonic and other electronic methods to efficiently conduct the business of state and local government remotely. Further, limitations on public gatherings required as the result of a disaster or emergency, for example, to assist in preventing the spread of infectious diseases, may affirmatively necessitate the use of technology and the avoidance of in-person attendance at public meetings for the conduct of governmental business. It is the policy of the state that a governing body's actions, including deliberations, shall be taken and conducted in the open. When the public cannot observe and participate in person, it may limit participation in democracy. Therefore, this act shall be construed in favor of ensuring access by the public to observe elected officials when they meet pursuant to this act. It is the intent of this act to modernize and update the open public meetings act emergency procedures to reflect technological advances, while maintaining the act's public policy that governing body's actions and deliberations be taken and conducted openly while balancing public safety in emergency conditions. Governing bodies are encouraged to adopt resolutions or ordinances establishing where and how meetings will be held in the event of an emergency, in order to allow the public to more easily learn about and observe public agency action in an emergent situation.

The legislature further finds people participating in their government, especially through public comment, is an essential part of developing public policy. The legislature finds that there are numerous developing technologies that can be used to facilitate public comment, especially for those with disabilities, underserved communities, and those who face time or distance challenges when traveling to public meetings. Therefore, the legislature intends to encourage public agencies to make use of remote access tools as fully as practicable to encourage public engagement and better serve their communities." [2022 c 115 § 1.]

PDF**RCW 42.30.240****Public comment.**

(1) Except in an emergency situation, the governing body of a public agency shall provide an opportunity at or before every regular meeting at which final action is taken for public comment. The public comment required under this section may be taken orally at a public meeting, or by providing an opportunity for written testimony to be submitted before or at the meeting. If the governing body accepts written testimony, this testimony must be distributed to the governing body. The governing body may set a reasonable deadline for the submission of written testimony before the meeting.

(2) Upon the request of any individual who will have difficulty attending a meeting of the governing body of a public agency by reason of disability, limited mobility, or for any other reason that makes physical attendance at a meeting difficult, the governing body shall, when feasible, provide an opportunity for that individual to provide oral comment at the meeting remotely if oral comment from other members of the public will be accepted at the meeting.

(3) Nothing in this section prevents a governing body from allowing public comment on items not on the meeting agenda.

(4) Nothing in this section diminishes the authority of governing bodies to deal with interruptions under RCW 42.30.050, limits the ability of the governing body to put limitations on the time available for public comment or on how public comment is accepted, or requires a governing body to accept public comment that renders orderly conduct of the meeting unfeasible.

[2022 c 115 § 13.]

NOTES:

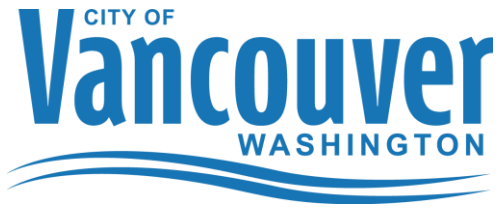
Findings—Intent—2022 c 115: See note following RCW 42.30.230.

PDF **RCW 42.30.910**

Construction—1971 ex.s. c 250.

The purposes of this chapter are hereby declared remedial and shall be liberally construed.

[1971 ex.s. c 250 § 18.]



Memorandum

DATE: January 13, 2022

TO: Mayor and City Council

FROM: Chad Eiken, Director, Community Development Department
Bryan Snodgrass, Principal Planner, Community Development Department

RE: Proposed Moratorium on Large Warehouse and Distribution Facilities

CC: Eric Holmes, City Manager

Problem Statement

As discussed at the December 12, 2022 City Council meeting, there has been a significant increase in development applications and inquiries for large warehouse and distribution facilities, typically over 100,000 square feet in size, over the past year and in recent months. Such facilities are allowed outright in Light (IL) and Heavy Industrial (IH) zones with no limitation on size, and existing development agreements would allow warehouses on specific properties in the Employment Center Mixed-Use (ECX) and Office-Commercial-Industrial (OCI) Districts.

These extremely large facilities appear to be a growing trend in response to the increasing demand for online retail shopping and parcel delivery as well as supply chain logistics issues, and consume significant swaths of limited industrial land with lower jobs per acre ratio than many other industrial uses.

Some communities have recognized that such facilities may result in unintended consequences that should be addressed, and staff has proposed an emergency six-month moratorium (with one six-month extension) on large warehouse and distribution facilities to allow for potential issues to be analyzed and addressed through amendments to VMC Title 20, the City's Land Use and Development Code as needed.

Local and National Context: Increase in Need for Warehouse and Distribution Facilities

Nationally, warehouse capacity is reportedly at a premium, with almost 96 percent of existing warehouse space in use. E-commerce, with its direct shipments to consumers, represents a fundamental shift in warehouse logistics. CBRE estimates that the U.S. alone needs 330 million more square feet of warehouse space to meet e-commerce demand into 2025; to meet total demand, another firm, JLL, put that number at one billion square feet.¹ CBRE further indicates that every \$1 billion in new e-commerce sales requires one million square feet of new warehouse space.

¹"The Warehouse Space Race," www.Prospect.org

As documented in a recent [Columbian article](#), there has been a surge of significant recent development of large scale warehouses and distribution centers in Vancouver and elsewhere in Clark County. While these facilities have a role in the local and regional economy, the number of recent developments and the size of the facilities which typically locate on industrially zoned land with limited levels of employment raise questions about the long-term efficiency of limited industrial land resources in Vancouver.

Prior Council Review

City staff provided an overview of the need for a moratorium on large warehouse and distribution facilities at a Council Executive Session on December 5, 2022. On December 12, 2022 City Council adopted an ordinance imposing an emergency moratorium on new or expanded warehouse facilities of more than 100,000 square feet in order to allow time to study long term land use implications and develop any necessary code changes to address identified issues. Staff explained that in order to complete the work, one six-month extension of the moratorium would be needed.

At the December 12 meeting, City Council asked several questions of staff, as follows:

1. *Potential inconsistency with climate action goals was mentioned. How are larger warehouses less consistent with the City's climate action goals than other industrial uses?*

Staff Response: The primary concern with the emerging trend in very large warehouses has to do with their land intensive nature while delivering much fewer jobs per acre than many other industrial uses. However, as described in the City's Climate Action Framework, 90% of Vancouver's emissions are from either transportation or buildings. While there may be ways to lessen impacts in both sectors, the current reliance by the industry on high volumes of diesel-powered trucks to transport goods and the construction and operation of buildings that are often several acres or more in size would suggest that inconsistencies may exist with the City's climate action goals. As staff indicated previously, more analysis is needed to understand these potential inconsistencies and to determine if they can be addressed by changes to the City's land use regulations.

2. *Will the proposed scope of analysis require funding to complete?*

Most of the work outlined in the attached work plan is intended to be accomplished using in-house resources, however some outside expertise to help staff understand and explain the industry trends is anticipated, similar to how we used outside experts to assist with the fossil fuel moratorium. Staff estimates that approximately \$25,000 should be sufficient given the anticipated scope of services that would be needed and if existing budget cannot be realigned, staff will include a request in the Spring Supplemental budget.

3. *Is there currently adequate staff capacity to undertake this study?*

Staff Response: Several positions have been added recently to the Comprehensive Planning Team and, barring any unanticipated changes in workload, there is sufficient bandwidth to complete the proposed work plan by the end of the year.

Proposed Staff Work Plan

Staff proposes to complete its analysis and present a set of recommendations to City Council for approval by the end of the calendar year. Tasks and outcomes will be assigned to four separate phases of work, outlined below. A full description of the tasks and outcomes in each phase is included on Attachment 2 to this memo.

- | | |
|---------------------------------------|----------------------|
| 1. Information gathering and analysis | January-May 2023 |
| 2. Moratorium extension (6 mo.) | June 2023 |
| 3. Code Development | June-August 2023 |
| 4. Code Amendment Approval Process | August-November 2023 |

Port of Vancouver – Exception from Moratorium may be Warranted

At the December 12 meeting, Council made an observation about the Port of Vancouver and how warehouses are integral to their operations, which caused staff to reconsider whether the Port should be exempted from the moratorium. Upon further reflection, several factors distinguish the Port from other private industrial property owners which may warrant an exemption from the moratorium.

Since it was established in 1912, the Port of Vancouver has played a key role in the region's economy and is the primary point of entry for goods arriving by ship and rail in Southwest Washington, and ports need warehouse space to store goods that are arriving or being shipped to other destinations.

The Port is a public jobs-creating agency and its vision statement includes support for “living wage employment.” As a steward of a finite supply of industrial land, Port must maintain a long-term view of how its property is utilized in terms of job creation, versus private property owners who are not constrained by any such long term implications.

Finally, the large warehouse and distribution facilities that are the focus of the moratorium are mostly related to the increase in home delivery of retail goods, whereas the Port's focus is on shipment of bulk goods.

For the above reasons, staff would support an exception for the Port of Vancouver from the moratorium provided that the Port demonstrates that there is a nexus between the project and Port operations (e.g. transshipment and storage bulk goods versus home delivery).

Next Steps

On Monday, December 12, 2022, the City Council adopted an emergency six-month moratorium on new and expanded warehouse and distribution facilities greater than 100,000 square feet in all zoning districts. Per state law, a public hearing must be held on the emergency moratorium within sixty days. A public hearing will be scheduled for February 6, 2023, at which time Council will take public comments and determine whether the moratorium should proceed as recommended by staff.

Attachment 1

Large Warehouse/Distribution Facilities Currently in Review Process

Name and Building Size	Location	Owner/Applicant
Prologis Park – 560,000 s.f.	Tax lot 152382000 (Fruit Valley)	Wellons Group
Harmon Logistics Center – 450,000 s.f.	NW corner of SE 1 st and 192 nd Avenue	DIRG LLC
Bridge Development — 640,000 s.f.	5500 NE 162 nd Avenue	Bridge Dvmt Partners LLC
Burnt Bridge Creek Logistics - 681,000 s.f.	5920 NE 162 nd Avenue	Defenbaugh LLC
Fruit Valley Logistics -- 365,000 square feet	6112 NW Fruit Valley Road	Wilson Oil
Burnt Bridge Creek West – 275,000 s.f. (application for rezone)	6103 NE 152 nd Avenue	Hudlicky Limited Partners
Project 147 – 80,000 s.f.	6100 NE 147 th Avenue	Amazon
Portside Phase 3 – 289,000 s.f.	2600 NW Lower River Road	Aurora Logistics LLC



Attachment 2

Proposed Staff Work Plan: Warehouse/Distribution Center Moratorium

Phase	Time Period	Tasks/Outcomes
I. Information Gathering & Analysis	Jan. – May 2023	• Industrial Land Supply in Vancouver • Comparison of Local Warehouse vs. Large Distribution Center Characteristics • Examine regional and national warehouse market trends • Jobs/acre comparison to other industrial uses • Review of impacts from Distribution Centers (traffic, pollution, tax base, job creation, land consumption, etc.) • Equity disparities analysis • Analysis of areas where distribution centers may be most appropriate • Contact other jurisdictions regarding lessons learned, response to increase in large warehouses • Review of other jurisdiction codes and best practices • Outreach to key stakeholders (Port, industrial tenants, CREDC, etc.)
II. Moratorium Extension (6 month)	June 2023	• Council workshop to provide updates on background research and preliminary analysis • Council public hearing - approval of a six-month extension of moratorium to complete code development work
III. Code Development	June – Aug. 2023	• Develop use limitations and development standards as appropriate to mitigate concerns • Targeted engagement with Port, industrial stakeholders, CREDC, County, etc. to receive input on draft standards • Planning Commission Workshop(s) to review draft code changes
IV. Code Amendment Approval Process and Public Engagement	Aug. – Nov. 2023	• Complete SEPA Review/Determination • Neighborhood and general public information sharing and opportunities for input (Neighborhood newsletters, meetings, Be Heard webpage, etc.) • Planning Commission Workshops and Public Hearing • City Council Workshops and Public Hearing • Adoption of development code changes • Moratorium expires December 12, 2023

Large Warehouse and Distribution Facilities: Proposed Moratorium

City Council Workshop
January 23, 2022

Chad Eiken, Director
Community Development Dept.



Presentation Overview



**Prior Council
Action and Context**



**Proposed Staff
Work Plan**



**Proposed
Exception for Port**

Prior Council Action

- On December 12, 2022, City Council adopted Ordinance M-4396
- Established an emergency six-month moratorium on establishment of new or expansion of existing warehouse and distribution facilities larger than 100,000 square feet
- Council asked questions regarding applicable Climate Action policies, Port implications, and cost/staff capacity to complete work

Historic Context

- Recent increase in development applications for large warehouse and distribution facilities nationally, and locally
- Appears to be a growing trend in response to e-commerce demand
- Allowed in IL and IH zoning districts with no limit on size
- Land intensive use with very low employment per acre ratio
- 7 proposed projects have 275,000 - 681,000 square feet of warehouse space for a total of 3.34 million s.f.

Relevance of Climate Policies on Warehouse Moratorium

- 90% of Vancouver's emissions are from transportation and buildings sectors
- Several action items in the City's Climate Action Framework (CAF) are specific to truck transportation and industrial development
- Current reliance by this industry on (1) high volumes of diesel-powered trucks to transport goods and (2) construction and operation of buildings that are often several acres or more in size suggest that inconsistencies may exist with the City's climate action goals

Proposed Staff Work Plan

Draft Work Plan Phases	
I. Information Gathering & Analysis	Jan.-May 2023
II. Moratorium Extension	June 2023
III. Code Development & Stakeholder Engagement	June-Aug. 2023
IV. Code Amendment Approval Process/Public Engagement	Aug.-Dec. 2023

City Moratorium on Large Warehouses



Legend

- Parcel Lines
- Vancouver City Limits
- Zoning District Boundary
- Railroad Lines
- BPA Power Lines

Comprehensive Plan Designation

- Urban Lower Density Residential
- Urban Higher Density Residential
- Commercial & Mixed Use
- Industrial
- Public Facility
- Open Space
- Water

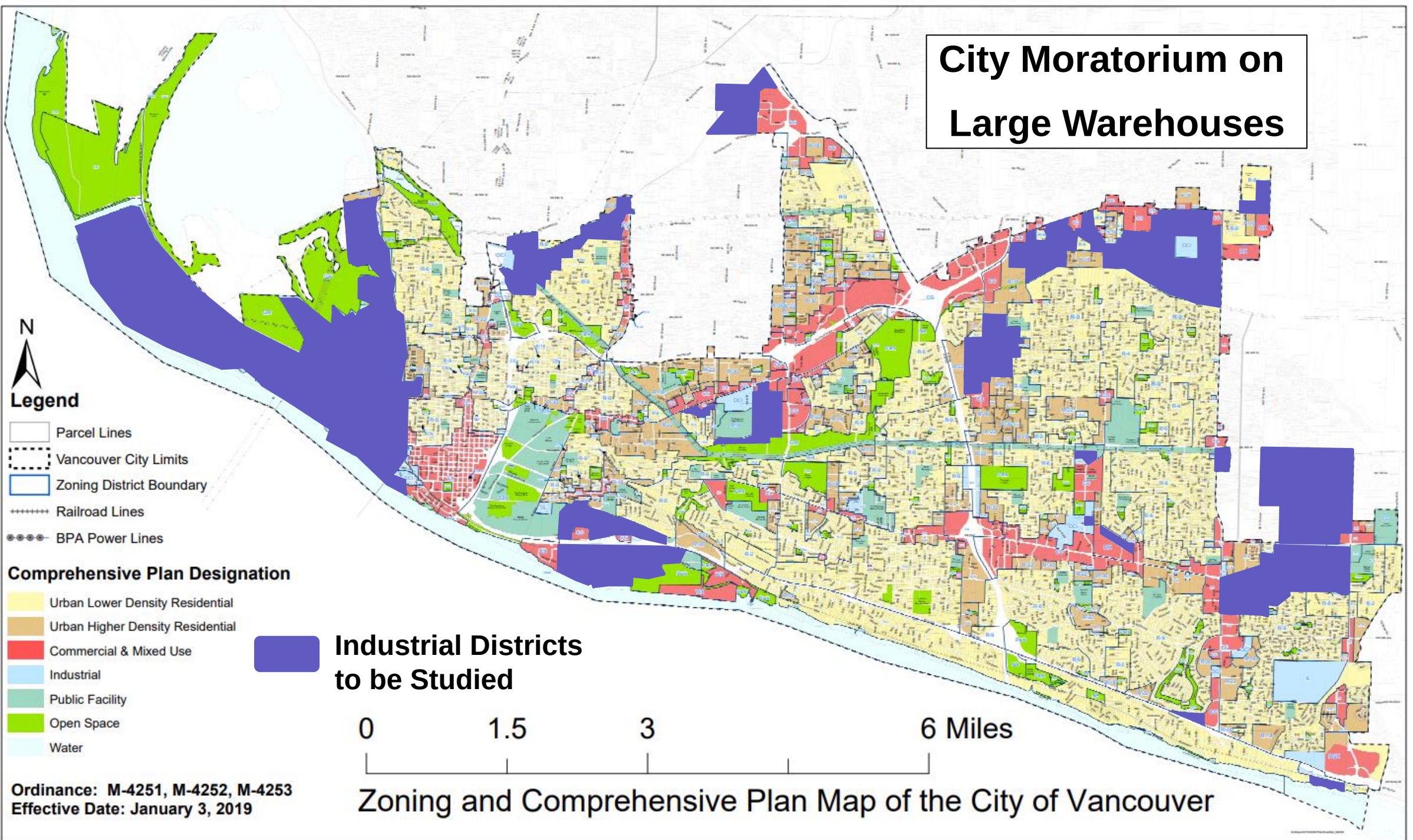


**Industrial Districts
to be Studied**

0 1.5 3 6 Miles

Ordinance: M-4251, M-4252, M-4253
Effective Date: January 3, 2019

Zoning and Comprehensive Plan Map of the City of Vancouver



Large Warehouses in Review Process



Proposed Exception for Port of Vancouver

- Port of Vancouver plays a key role in the region's economy and job creation
- Port is primary point of entry for bulk goods arriving by ship and rail in SW Washington
- As a steward of its property, Port must maintain a long-term view of how it is utilized in terms of job creation, vs. private property owners
- Staff supports an exception to the moratorium for Port operations (e.g. transshipment/storage of bulk goods vs. home delivery of retail goods)

Next Steps



- Public hearing is tentatively scheduled for 2/6/23 on the emergency moratorium
- Staff will recommend that Council approve a resolution affirming the moratorium

Thank You

Chad Eiken, Director
Community Development
chad.eiken@cityofvancouver.us





Lehigh Valley, PA



Dallas- Fort Worth

Growth in Warehouse Development: Columbus, OH.

2012-2022



An illustration of a diverse group of people of various ages, ethnicities, and abilities standing around a large globe. The globe is composed of blue and green puzzle pieces. The people include a man with a beard and turban, a woman with a backpack, a man in a red shirt, a person in a wheelchair, a man in a rainbow shirt, a woman in a white lab coat, and a woman in a hijab. The background features stylized hills and birds.

Diversity, Equity & Inclusion Workshop



Alicia Sojourner, Diversity, Equity & Inclusion Director
Shannon Ripp, Boards and Commissions Coordinator
City Manager's Office

Workshop Overview



**Boards &
Commissions**



**Council's 2023 DEI
Journey**

Boards & Commissions DEI Lens



6. COV Councilmembers advances DEI through policy making.

6.3 Boards and Commissions DEI development – Provide commissioners and board members with DEI education, support and coaching that aligns with the professional development received by council and staff to support alignment.

6.4 Boards and Commissions increased representation - Examine and develop a systematic approach for creating opportunities for all community members to participate on Boards and Commissions without city institutional barriers.

Diversity, Equity & Inclusion Workshop,, 2



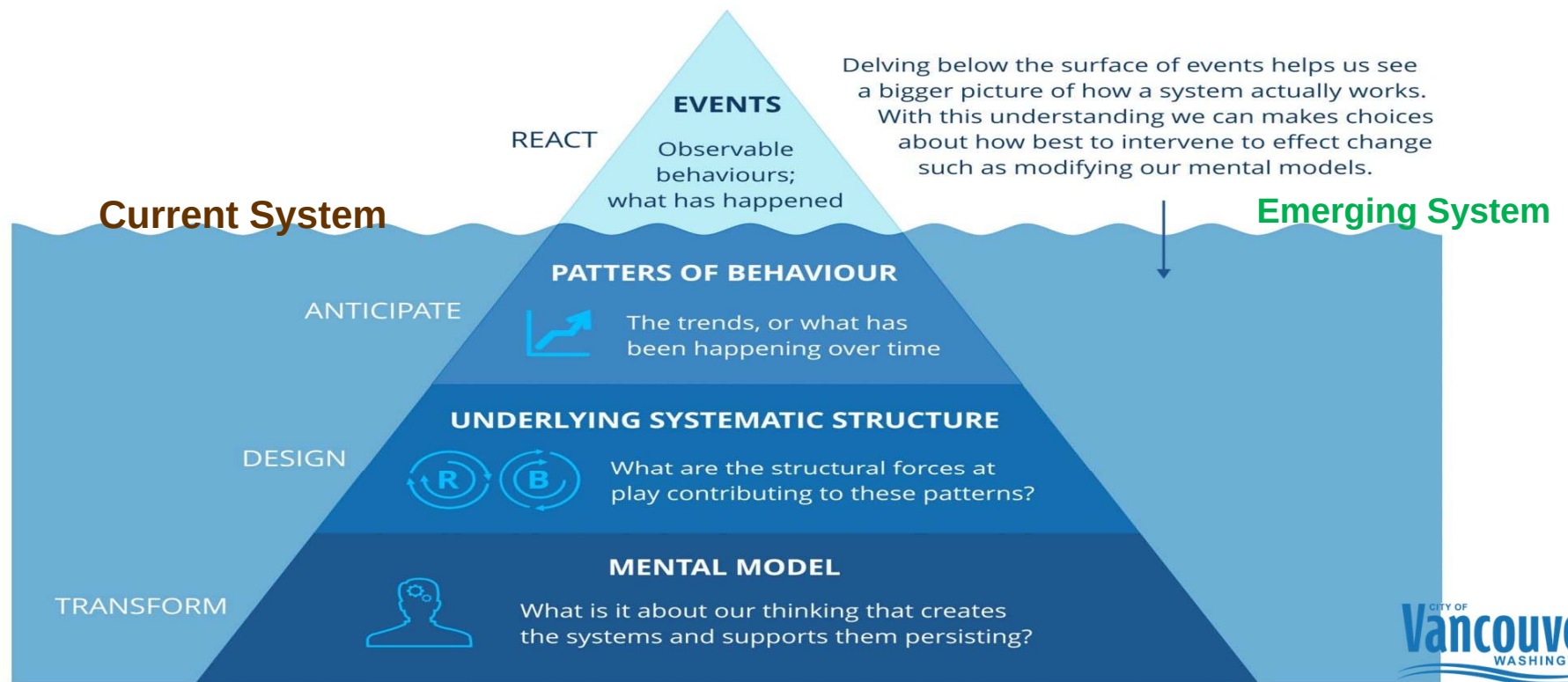
Boards & Commissions DEI Lens

Current Boards & Commissions Program



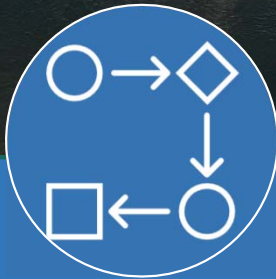
Recruitment	Active Membership	Exiting
- Recruitments conducted for every vacancy - Term expirations, resignations, etc. (90 days)	Participate based on B&C business needs	Some B&Cs May recognize the volunteer
Council subcommittees review, select and interview candidates for each vacancy	- Yearly leadership workshops - Anti-Harassment (coming soon) - Safety (coming soon) - Racial Equity and/or DEI	Optional exit interview (paper format)
New members are welcomed and onboarded by their respective department staff		

Equity & Inclusion Analysis



Equity & Inclusion Analysis

Boards & Commissions



Process and Procedure

Recruitment
Active Membership
Exiting



Experience

Volunteer/Community Member
Council
Staff

Equity & Inclusion SWOT Analysis

Staff was asked to view this program from their understanding and from that of their members.



Diversity, Equity & Inclusion Workshop,, 6



- ✓ The B&C program process has improved from years passed
- ✓ Most members are engaged, informed and trust staff

And...

- Difficult to find diverse applicants
- Confusing recruitment process
- Recruitments take a long time
- Interview process can be a barrier
- Members feel under-utilized
 - o Wish to be advocates and would like to connect with council more
- Missed opportunities for community relationship building and leadership training
 - o For staff, Council & B&C members
- o Missed opportunities to keep members engaged after time served

Proposed Boards & Commissions Change



An annual citywide recruitment

Recruiting	Active Members	Exit Plan
• Create diverse community outreach • Create opportunities for volunteerism • Promotes cross-department collaboration	• Improve onboarding process • Improve members leadership opportunity • Create opportunities for community engagement	• Improve and shift moving around exit experiences • Create opportunities for volunteerism (keep engagement)

Annual Recruitment





Council Consideration

- Does the council want to update policy to allow for an annual recruitment?
 - If so, Council will need to shift terms in 2023 to align with annual recruitment.

Council Clarifying Discussion

How would Council like to engage youth and their participation within Boards and Commissions?

HS Student Engagement Option

- Engage HS student council at their meetings
- Connect with Youth Supporting Organizations
- Intentional trust building

Young Adult/Older Youth Engagement Option

- Engage student groups (universities/colleges)
- Enhanced recruitment strategies for Boards & Commissions

Adults with Professional Experiences

- Support “Youth Seat” on B&Cs for adults with current vocation/advocation experiences



Council's 2023 DEI Journey

Diversity, Equity &
Inclusion Strategic Plan
2022-2025



COV **Council** advances DEI through policy making:

- Accessible meeting locations
- Boards and Commission DEI development
- Integrate DEI within Boards and Commissions system
- DEI professional development
 - Community engagement
 - DEI statement



Diversity, Equity & Inclusion Workshop,, 11

Council's 2023 DEI Journey

Diversity, Equity &
Inclusion Strategic Plan
2022-2025



Council Discussion

In what ways would Council like to advance diversity, equity and inclusion in 2023?

What does the council need and/or want from the Office of DEI to support Council within their DEI journey?



Diversity, Equity & Inclusion Workshop,, 12

Thank You

Alicia Sojourner
Equity & Inclusion Director
Office: 360-644-4198



Icon Library

Charts and Diagrams



Time and Location



Shapes and Symbols



Icon Library

Sustainability



Buildings and Places



People and Accessibility

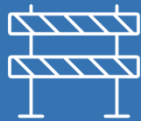


Money



Icon Library

Transportation



Web and Technology





Staff Report: 009-23

TO: Mayor and City Council

FROM: Eric Holmes, City Manager

DATE: 1/23/2023

SUBJECT Construction Acceptance - Pinebrook Force Main Re-Route

Key Points

- The project installed just under 1,370 linear feet of 6-inch force main.
- The project also abandoned in place over 4,200 linear feet of aging 6 inch force main .
- Staff proposes awarding construction acceptance and release of the retainage.

Strategic Plan Alignment

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

Present Situation

Clearwater Contracting of Nampa, ID, has completed construction of the Pinebrook Force Main project. The project installed 1,368 linear feet of 6-inch force main, as well as abandoning over 4,200 linear feet of existing force main. The existing force main was aging and requiring an increasing amount of repairs that were often in easements within backyards. The new force main was constructed within the public right-of-way.

The work was completed satisfactorily in accordance with the plans and specifications. Contract costs are summarized below:

TOTAL CONTRACT COSTS	
Labor, Equipment and Material	\$246,728.21
Sales Tax	\$20,971.11
Total	\$267,700.11
Retainage	\$12,336.41

The original contract amount, including sales tax, was \$310,376.65. The final project cost was \$267,700.11, which was \$42,676.54 (under 14%) less than the original contracted amount. The difference is attributed to the typical variances in unit prices and/or quantities commonly

encountered during construction. This project was below the threshold for the apprenticeship program, therefore there was no apprenticeship utilization goal required.

Advantage(s)

1. Provides reliability in a previously deteriorating portion of the infrastructure.
2. Completes the City's contractual and statutory process for accepting the project.

Disadvantage(s)

None

Budget Impact

None. Funds for this project were appropriated in the Sewer Construction Fund, in the 2021-2022 Budget.

Prior Council Review

- Approval of the 202-12022 Capital Improvement Budget
- Award of contract at the March 28, 2022, Vancouver City Council Meeting

Action Requested

On January 23, 2023, accept the facilities as constructed by Clearwater Contracting of Nampa, Idaho, and authorize release of the retainage subject to receipt of all documentation required by law.

Sheryl Hale, Senior Civil Engineer, 360-487-7151

ATTACHMENTS:

- ▣ Project Boundary Map - Pinebrook Force Main Re-route



Pinebrook Pump Station Force Main Reroute



THE UTILITY INFORMATION SHOWN ON THIS MAP DOES NOT INDICATE OR IMPLY AVAILABILITY. CONTACT THE ENGINEERING COUNTER STAFF AT THE CDD PERMITS CENTER AT (360) 487-7804 OR 415 W. 6TH ST. FOR AVAILABILITY OF SERVICE.

THIS INFORMATION IS COMPILED FROM A VARIETY OF SOURCES. THE CITY OF VANCOUVER ASSUMES NO RESPONSIBILITY FOR MAP ACCURACY.



Staff Report: 010-23

TO: Mayor and City Council

FROM: Eric Holmes, City Manager

DATE: 1/23/2023

SUBJECT Ammunition Purchase for Vancouver Police Department

Key Points

- The City purchases ammunition for the Vancouver Police Department (VPD) under a Washington State Contract.
- Purchases are expected to exceed the current \$300,000 threshold, requiring Council approval.
- Ammunition remains difficult to purchase and receive on-demand. This requires VPD to maintain a supply on hand and plan/purchase supplies about a year in advance.
- Council reviewed and approved Staff Report 030-21 February 2021 and 042-22 in April 2022 raising the threshold to \$1,178,121.

Strategic Plan Alignment

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

Present Situation

The City purchases ammunition through San Diego Police Equipment under Washington State Contract #02616. Purchases are expected to exceed the current \$300,000 threshold, requiring Council approval. Council reviewed and approved Staff Report 042-22 in April 2022 and raised the threshold to \$1,178,121. The contract was fully liquidated at the end of December 2022. Raising the threshold to add a maximum of \$478,121 for the next year, ending December 31, 2023, will enable Vancouver Police Department to continue to purchase ammunition in a quick manner while taking advantage of the Washington State Contract's competitive pricing.

Advantage(s)

1. Utilizes an existing contract through Washington State that is good through December 31, 2023, to take advantage of competitive pricing.
2. Ensures VPD has sufficient ammunition on hand.

Disadvantage(s)

None

Budget Impact

None. Appropriation was approved through the 2023-2024 Biennial Budget.

Prior Council Review

April 4, 2022

Action Requested

Authorize the City Manager or their designee to continue to purchase ammunition from San Diego Police Equipment of San Diego, CA, under Washington State Contract #02616, up to a maximum of \$478,121 through December 31, 2023.

Jeff Mori, Chief of Police, 360-487-7472

ATTACHMENTS:

- ▢ Master Contract
- ▢ SDPE Co Amendment 1
- ▢ SDPE Co Amendment 2
- ▢ SDPE Co Amendment 3
- ▢ SDPE Co Amendment 4
- ▢ SDPE Co Amendment 5
- ▢ SDPE Co Amendment 6
- ▢ Staff Report 030-21
- ▢ Staff Report 042-22

MASTER CONTRACT

No. 02616

AMMUNITION

For Use by Eligible Purchasers

By and Between

**STATE OF WASHINGTON
DEPARTMENT OF ENTERPRISE SERVICES**

and

SAN DIEGO POLICE EQUIPMENT COMPANY, INC.

Dated January 1, 2017

MASTER CONTRACT

No. 02616

AMMUNITION

This Master Contract ("Master Contract") is made and entered into by and between the State of Washington acting by and through the Department of Enterprise Services, a Washington State governmental agency ("Enterprise Services") and San Diego Police Equipment Company, Inc. a California Corporation ("Contractor") and is dated as of January 1, 2017.

RECITALS

- A.** Pursuant to Legislative direction codified in RCW chapter 39.26, Enterprise Services, on behalf of the State of Washington, is authorized to develop, solicit, and establish master contracts for goods and/or services for general use by Washington state agencies and certain other entities (eligible purchasers).
- B.** On behalf of the State of Washington, Enterprise Services, as part of a competitive governmental procurement, issued Invitation For Bid No. 02616 dated September 14, 2016 regarding Ammunition.
- C.** Enterprise Services evaluated all responses to the Invitation For Bid and identified Contractor as an apparent successful bidder.
- D.** Enterprise Services has determined that entering into this Master Contract will meet the identified needs and be in the best interest of the State of Washington.
- E.** The purpose of this Master Contract is to enable eligible purchasers to purchase the goods and/or services as set forth herein.

AGREEMENT

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

- 1. TERM.** The term of this Master Contract is fixed for seventy-two (72) months commencing January 1, 2017 and ending December 31, 2023.
- 2. ELIGIBLE PURCHASERS.** This Master Contract may be utilized by any of the following types of entities ("Purchaser"):
 - 2.1. WASHINGTON STATE AGENCIES.** This Master Contract may be utilized by:
 - Washington state agencies, departments, offices, divisions, boards, and commission; and
 - Any of the following institutions of higher education: state universities, regional universities, state college, community colleges, and technical colleges.
 - 2.2. MCUA PARTIES.** This Master Contract also may be utilized by any of the following types of entities that have executed a Master Contract Usage Agreement with Enterprise Services:
 - Political subdivisions (e.g., counties, cities, school districts, public utility districts);

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

3. SCOPE – INCLUDED GOODS, PRICE, AND SPECIFICATIONS.

3.1. CONTRACT SCOPE. Pursuant to this Master Contract, Contractor is authorized to sell only those goods and/or services set forth in *Exhibit A – Included Goods* for the prices also set forth in *Exhibit A*. Contractor shall not represent to any Purchaser under this Master Contract that Contractor has contractual authority to sell any goods and/or services beyond those set forth in *Exhibit A – Included Goods/Services*. Goods must conform to the specifications set forth in *Exhibit B – Ammunition Specifications*.

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

3.3. ECONOMIC ADJUSTMENT. Pricing will remain firm and fixed for the initial term of the contract. After twenty-four (24) months, the prices set forth in *Exhibit B* shall be adjusted, based upon the percent changes (whether up or down) in the United States Department of Labor, Bureau of Labor and Statistics (BLS) indices described below, for the most recent year. Economic adjustment will lag one (1) calendar quarter past the Contract commencement date to allow for publication of BLS data. All calculations for the index shall be based upon the latest version of final data published as of November each year (preliminary data will not be used). Prices shall be adjusted on February 1, 2019 and annually on February 1 thereafter. If an index is recoded, and the replacement is a direct substitute according to the BLS, this Contract will instead use the recode. If an index becomes unavailable, Enterprise Services shall substitute a proxy index. If there is not a direct substitute, the next higher aggregate index available will be used. The economic adjustment shall be calculated as follows:

$$\text{New Price} = \text{Old Price} \times (\text{Current Period Index} / \text{Base Period Index}).$$

The following final data from this US BLS index will be inserted in the formula above:	
Small arms ammunition mfg.	PCU3329923329920

3.4. PRICE CEILING. Although Contractor may offer lower prices to Purchasers, during the term of this Master Contract, Contractor guarantees to provide the Goods/Services at no greater than the prices set forth in *Exhibit B – Prices for Goods/Services* (subject to economic adjustment as set forth herein).

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

- 4. CONTRACTOR REPRESENTATIONS AND WARRANTIES.** Contractor makes each of the following representations and warranties as of the effective date of this Master Contract and at the time any order is placed pursuant to this Master Contract. If, at the time of any such order, Contractor cannot make such representations and warranties, Contractor shall not process any orders and shall, within three (3) business days notify Enterprise Services, in writing, of such breach.
- 4.1. **QUALIFIED TO DO BUSINESS.** Contractor represents and warrants that it is in good standing and qualified to do business in the State of Washington, that it possesses and shall keep current all required licenses and/or approvals, and that it is current, in full compliance, and has paid all applicable taxes owed to the State of Washington.
- 4.2. **SUSPENSION & DEBARMENT.** Contractor represents and warrants that neither it nor its principals or affiliates presently are debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in any governmental contract by any governmental department or agency within the United States.
- 4.3. **QUALITY OF GOODS OR SERVICES.** Contractor represents and warrants that any goods and/or services sold pursuant to this Master Contract shall be merchantable, shall conform to this Master Contract and Purchaser's Purchase Order, shall be fit and safe for the intended purposes, shall be free from defects in materials and workmanship, and shall be produced and delivered in full compliance with applicable law. Contractor further represents and warrants it has clear title to the goods and that the same shall be delivered free of liens and encumbrances and that the same do not infringe any third party patent. Upon breach of warranty, Contractor will repair or replace (at no charge to Purchaser) any goods and/or services whose nonconformance is discovered and made known to the Contractor. If, in Purchaser's judgment, repair or replacement is inadequate, or fails of its essential purpose, Contractor will refund the full amount of any payments that have been made. The rights and remedies of the parties under this warranty are in addition to any other rights and remedies of the parties provided by law or equity, including, without limitation, actual damages, and, as applicable and awarded under the law, to a prevailing party, reasonable attorneys' fees and costs.
- 4.4. **PROCUREMENT ETHICS & PROHIBITION ON GIFTS.** Contractor represents and warrants that it complies fully with all applicable procurement ethics restrictions including, but not limited to, restrictions against Contractor providing gifts or anything of economic value, directly or indirectly, to Purchasers' employees.
- 4.5. **WASHINGTON'S ELECTRONIC BUSINESS SOLUTION (WEBS).** Contractor represents and warrants that it is registered in Washington's Electronic Business Solution (WEBS), Washington's contract registration system and that, all of its information therein is current and accurate and that throughout the term of this Master Contract, Contractor shall maintain an accurate profile in WEBS.
- 4.6. **STATEWIDE PAYEE DESK.** Contractor represents and warrants that it is registered with the Statewide Payee Desk, which registration is a condition to payment.
- 4.7. **MASTER CONTRACT PROMOTION; ADVERTISING AND ENDORSEMENT.** Contractor represents and warrants that it shall use commercially reasonable efforts both to promote and market the use of this Master Contract with eligible Purchasers and to ensure that those entities that utilize this Master Contract are eligible Purchasers. Contractor understands and acknowledges that neither Enterprise Services nor Purchasers are endorsing Contractor's goods and/or services or suggesting that such goods and/or services are the best or only solution to their needs.

Accordingly, Contractor represents and warrants that it shall make no reference to Enterprise Services, any Purchaser, or the State of Washington in any promotional material without the prior written consent of Enterprise Services.

4.8. MASTER CONTRACT TRANSITION. Contractor represents and warrants that, in the event this Master Contract or a similar contract, is transitioned to another contractor (e.g., Master Contract expiration or termination), Contractor shall use commercially reasonable efforts to assist Enterprise Services for a period of sixty (60) days to effectuate a smooth transition to another contractor to minimize disruption of service and/or costs to the State of Washington.

5. USING THE MASTER CONTRACT – PURCHASES.

5.1. ORDERING REQUIREMENTS. Eligible Purchasers shall order goods and/or services from this Master Contract, consistent with the terms hereof and by using any ordering mechanism agreeable both to Contractor and Purchaser but, at a minimum, including the use of a purchase order. When practicable, Contractor and Purchaser also shall use telephone orders, email orders, web-based orders, and similar procurement methods (collectively “Purchaser Order”). All order documents must reference the Master Contract number.

5.2. DELIVERY REQUIREMENTS. Contractor must ensure that delivery of goods and/or services will be made as required by this Master Contract, the Purchase Order used by Purchasers, or as otherwise mutually agreed in writing between the Purchaser and Contractor. The following apply to all deliveries:

- (a) Contractor shall make all deliveries to the applicable delivery location specified in the Purchase Order. Such deliveries shall occur during Purchaser’s normal work hours and within the time period mutually agreed in writing between Purchaser and Contractor at the time of order placement.
- (b) Contractor shall ship all goods and/or services purchased pursuant to this Master Contract, freight charges prepaid by Contractor, FOB Purchaser’s specified destination with all transportation and handling charges included. Contractor shall bear all risk of loss, damage, or destruction of the goods and/or services ordered hereunder that occurs prior to delivery, except loss or damage attributable to Purchaser’s fault or negligence.
- (c) All packing lists, packages, instruction manuals, correspondence, shipping notices, shipping containers, and other written materials associated with this Master Contract shall be identified by the Master Contract number set forth on the cover of this Master Contract and the applicable Purchaser’s Purchase Order number. Packing lists shall be enclosed with each shipment and clearly identify all contents and any backorders.

5.3. RECEIPT AND INSPECTION OF GOODS AND/OR SERVICES. Goods and/or services purchased under this Master Contract are subject to Purchaser’s reasonable inspection, testing, and approval at Purchaser’s destination. Purchaser reserves the right to reject and refuse acceptance of goods and/or services that are not in accordance with this Master Contract and Purchaser’s Purchase Order. Purchaser may charge Contractor for the cost of inspecting rejected goods. If there are any apparent defects in the goods and/or services at the time of delivery, Purchaser promptly will notify Contractor. At Purchaser’s option, and without limiting any other rights, Purchaser may require Contractor to repair or replace, at Contractor’s expense,

any or all of the damaged goods and/or services or, at Purchaser's option, Purchaser may note any damage to the goods and/or services on the receiving report, decline acceptance, and deduct the cost of rejected goods and/or services from final payment. Payment for any goods under such Purchase Order shall not be deemed acceptance of the goods.

5.4. ON SITE REQUIREMENTS. While on Purchaser's premises, Contractor, its agents, employees, or subcontractors shall comply, in all respects, with Purchaser's physical, fire, access, or other security requirements.

6. INVOICING & PAYMENT.

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

- (a) Master Contract No. 02616
- (b) Contractor name, address, telephone number, and email address for billing issues (i.e., Contractor Customer Service Representative)
- (c) Contractor's Federal Tax Identification Number
- (d) Date(s) of delivery
- (e) Invoice amount; and
- (f) Payment terms, including any available prompt payment discounts.

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

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

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

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

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

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

7. CONTRACT MANAGEMENT.

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

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

Enterprise Services

Attn: Melanie Williams
Washington Dept. of Enterprise Services
PO Box 41411
Olympia, WA 98504-1411
Tel: (360) 407-9399
Email: Melanie.Williams@des.wa.gov

Contractor

Attn: __Ryan King_____
San Diego Police Equipment Co. Inc.
_8205-A Ronson Road_____
_San Diego, CA 92111_____
Tel: (858) 974-8500
Email: ryan@sandiegopoliceequipment.com

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

7.2. CONTRACTOR CUSTOMER SERVICE REPRESENTATIVE. Contractor shall designate a customer service representative (and inform Enterprise Services of the same) who shall be responsible for addressing Purchaser issues pertaining to this Master Contract.

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

Enterprise Services

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

Contractor

Attn: __Tina Baker_____
San Diego Police Equipment Co. Inc.
_8205-A Ronson Road_____
_San Diego, CA 92111_____
Tel: (858) 974-8500
Email: tina@sandiegopoliceequipment.com

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

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

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

- (a) Master Contract Sales Reporting System. Contractor shall report quarterly Master Contract sales in Enterprise Services' Master Contract Sales Reporting

vendor number. The password and vendor number will be provided to the Sales Reporting Representative(s) listed on Contractor's Bidder Profile.

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

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

8.2. VENDOR MANAGEMENT FEE. Contractor shall pay to Enterprise Services a vendor management fee ("VMF") of 0.74 percent on the purchase price for all Master Contract sales (the purchase price is the total invoice price less applicable sales tax).

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

Amount owed to Enterprise Services = Total Master Contract sales invoiced (not including sales tax) x .0074.

- (b) The VMF must be rolled into Contractor's current pricing. The VMF must not be shown as a separate line item on any invoice unless specifically requested and approved by Enterprise Services.
- (c) Enterprise Services will invoice Contractor quarterly based on Master Contract sales reported by Contractor. Contractors are not to remit payment until they receive an invoice from Enterprise Services. Contractor's VMF payment to Enterprise Services must reference this Master Contract number, work request number (if applicable), the year and quarter for which the VMF is being remitted, and the Contractor's name as set forth in this Master Contract, if not already included on the face of the check.
- (d) Failure to accurately report total net sales, to submit a timely usage report, or remit timely payment of the VMF, may be cause for Master Contract termination or the exercise of other remedies provided by law. Without limiting any other available remedies, the Parties agree that Contractor's failure to remit to Enterprise Services timely payment of the VMF shall obligate Contractor to

pay to Enterprise Services, to offset the administrative and transaction costs incurred by the State to identify, process, and collect such sums the sum of \$200.00 or twenty-five percent (25%) of the outstanding amount, whichever is greater, or the maximum allowed by law, if less.

- (e) Enterprise Services reserves the right, upon thirty (30) days advance written notice, to increase, reduce, or eliminate the VMF for subsequent purchases, and reserves the right to renegotiate Master Contract pricing with Contractor when any subsequent adjustment of the VMF might justify a change in pricing.

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

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

9. RECORDS RETENTION & AUDITS.

9.1. RECORDS RETENTION. Contractor shall maintain books, records, documents, and other evidence pertaining to this Master Contract and orders placed by Purchasers under it to the extent and in such detail as shall adequately reflect performance and administration of payments and fees. Contractor shall retain such records for a period of six (6) years following expiration or termination of this Master Contract or final payment for any order placed by a Purchaser against this Master Contract, whichever is later; *Provided*, however, that if any litigation, claim, or audit is commenced prior to the expiration of this period, such period shall extend until all such litigation, claims, or audits have been resolved.

9.2. AUDIT. Enterprise Services reserves the right to audit, or have a designated third party audit, applicable records to ensure that Contractor has properly invoiced Purchasers and that Contractor has paid all applicable contract management fees. Accordingly, Contractor shall permit Enterprise Services, any Purchaser, and any other duly authorized agent of a governmental agency, to audit, inspect, examine, copy and/or transcribe Contractor's books, documents, papers and records directly pertinent to this Master Contract or orders placed by a Purchaser under it for the purpose of making audits, examinations, excerpts, and transcriptions. This right shall survive for a period of six (6) years following expiration or termination of this Master Contract or final payment for any order placed by a Purchaser against this Master Contract, whichever is later; *Provided*, however, that if any litigation, claim, or audit is commenced prior to the expiration of this period, such period shall extend until all such litigation, claims, or audits have been resolved.

9.3. OVERPAYMENT OF PURCHASES OR UNDERPAYMENT OF FEES. Without limiting any other remedy available to any Purchaser, Contractor shall (a) reimburse Purchasers for any overpayments inconsistent with the terms of this Master Contract or orders, at a rate of 125% of such

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

10. INSURANCE.

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

11. CLAIMS.

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

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

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

13. SUSPENSION & TERMINATION; REMEDIES.

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

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

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

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

14. GENERAL PROVISIONS.

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

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

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

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

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

EXECUTED as of the date and year first above written.

STATE OF WASHINGTON
Department of Enterprise Services

By: Melanie Williams
Melanie Williams
Its: Contracts Specialist

SAN DIEGO POLICE EQUIPMENT COMPANY, INC.,
a California Corporation

By: BH
Ryan King
Its: Sales Manager

EXHIBIT A

INCLUDED GOODS/PRICING

CATEGORY A – Handgun Ammunition									
Manufacturer	Product Name	Product Code	Bullet Style	Caliber	Weight (Grain)	Rounds per Case	Price Per Case	Delivery (ARO)	
1 Federal	American Eagle	AE9DP	Full Metal Jacket	9MM	115	1000	\$188.90	30-60	
2 CCI/Speer	Lawman	53650	Total Metal Jacket	9MM	115	1000	\$182.80	30-60	
3 Federal	Classic	9BP	Jacketed Hollow Point	9MM	115	1000	\$209.90	30-60	
4 Federal	American Eagle	AE9AP	Full Metal Jacket	9MM	124	1000	\$188.90	30-60	
5 CCI/Speer	Gold Dot	53618	Bonded Hollow Point	9MM	124	1000	\$346.70	30-60	
6 Federal	HST	P9HST3	Jacketed Hollow Point +P	9MM	124	1000	\$302.12	30-60	
7 Federal	HST	P9HST1	Jacketed Hollow Point	9MM	124	1000	\$302.12	30-60	
8 CCI/Speer	Lawman	53651	Total Metal Jacket	9MM	124	1000	\$182.80	30-60	
9 CCI/Speer	Gold Dot	53617	Bonded Hollow Point +P	9MM	124	1000	\$346.70	30-60	
10 Federal	HST	P9HST2	Jacketed Hollow Point	9MM	147	1000	\$302.12	30-60	
11 CCI/Speer	Gold Dot	54226	G2	9MM	147	1000	\$381.90	30-60	
12 CCI/Speer	Gold Dot	53720	Bonded Hollow Point	38 SPL	125	1000	\$352.40	30-60	
13 CCI/Speer	Gold Dot	53949	Bonded Hollow Point	.40	165	1000	\$381.92	30-60	
14 Federal	HST	P40HST3	Jacketed Hollow Point	.40	165	1000	\$329.80	30-60	
15 CCI/Speer	Lawman	53981	Total Metal Jacket	.40	165	1000	\$237.40	30-60	
16 Federal	American Eagle	AE40R3	Full Metal Jacket	.40	165	1000	\$249.80	30-60	
17 CCI/Speer	Lawman	53652	Total Metal Jacket	.40	180	1000	\$237.40	30-60	
18 Federal	HST	P40HST1	Jacketed Hollow Point	.40	180	1000	\$329.80	30-60	
19 CCI/Speer	Gold Dot	53962	Bonded Hollow Point	.40	180	1000	\$381.92	30-60	
20 CCI/Speer	Gold Dot	53999	G2	.40	180	1000	\$399.88	30-60	
21 Federal	Classic	45C	Jacketed Hollow Point	.45	185	1000	\$363.80	30-60	
22 CCI/Speer	Gold Dot	53969	Bonded Hollow Point +P	.45	200	1000	\$404.20	30-60	
23 Federal	American	AE45A	Full Metal Jacket	.45	230	1000	\$298.52	30-60	

CATEGORY A – Handgun Ammunition									
	Manufacturer	Product Name	Product Code	Bullet Style	Caliber	Weight (Grain)	Rounds per Case	Price Per Case	Delivery (ARO)
		Eagle							
24	CCI/Speer	Lawman	53653	Total Metal Jacket	.45	230	1000	\$275.10	30-60
25	Federal	Classic	45D	Jacketed Hollow Point	.45	230	1000	\$318.90	30-60
26	CCI/Speer	Gold Dot	53966	Bonded Hollow Point	.45	230	1000	\$404.20	30-60
27	Federal	HST	P45HST2	Jacketed Hollow Point	.45	230	1000	\$367.10	30-60
28	Federal	HST	P45HST1	Jacketed Hollow Point +P	.45	230	1000	\$367.10	30-60
29	CCI/Speer	Gold Dot	54256	G2 <i>Case Dot G2</i>	.45	230	1000	\$434.20	30-60
30	CCI/Speer	Gold Dot	54234	Bonded Hollow Point	357 SIG	125	1000	\$414.80	30-60
31	Federal	HST	P357SHST1	Jacketed Hollow Point	357 SIG	125	1000	\$386.20	30-60
32	Federal	Classic	C357B	Jacketed Hollow Point	357 M	125	500	\$361.98	30-60
33	Federal	HST	P380HST1	Jacketed Hollow Point	.380	99	1000	\$399.10	30-60
34	CCI/Speer	Lawman	53608	Total Metal Jacket	.380	95	1000	\$289.84	30-60
35	CCI/Speer	RHT	53365	Frangible Lead Free	9MM	100	1000	\$364.80	30-60
36	Federal	IRT	AE9N1	Total Metal Jacket, Lead Free Primer	9MM	124	1000	\$207.10	30-60
37	CCI/Speer	Cleanfire	53824	Total Metal Jacket Lead Free Primer	9MM	124	1000	\$193.20	30-60
38	CCI/Speer	Cleanfire	53826	Total Metal Jacket, Lead Free Primer	9MM	147	1000	\$193.20	30-60
39	CCI/Speer	Cleanfire	53833	Total Metal Jacket +P Lead Free Primer	.38	158	1000	\$227.92	30-60
40	CCI/Speer	RHT	53375	Frangible Lead Free	.40	125	1000	\$405.08	30-60
41	CCI/Speer	Cleanfire	53982	Total Metal Jacket, Lead Free Primer	.40	165	1000	\$253.40	30-60
42	CCI/Speer	Cleanfire	53880	Total Metal Jacket Lead Free Primer	.40	180	1000	\$253.40	30-60
43	Federal	IRT	AE40N1	Total Metal Jacket, Lead Free Primer	.40	180	1000	\$268.70	30-60
44	CCI/Speer	RHT	53395	Frangible Lead Free	.45	155	1000	\$518.50	30-60
45	CCI/Speer	Cleanfire	53885	Total Metal Jacket, Lead Free Primer	.45	230	1000	\$312.60	30-60
46	Federal	IRT	AE45N1	Total Metal Jacket, Lead Free Primer	.45	230	1000	\$334.40	30-60
47	CCI/Speer	RHT	53368	Frangible, Lead Free	357 SIG	100	1000	\$449.80	30-60
48	CCI/Speer	Cleanfire	54232	Total Metal Jacket, Lead Free Primer	357 SIG	125	1000	\$298.40	30-60
49	Federal	Hydra-Shok	P380HS1G	Jacketed Hollow Point	380ACP	90	1000	\$422.97	30-60
50	Federal	Ballisticclean	BC9NT3	Frangible Lead Free	9MM	100	1000	\$393.14	30-60
51	Federal	Ballisticclean	BC40CT1	Frangible Lead Free	40S&W	125	1000	\$411.78	30-60
52	Federal	Ballisticclean	BC45CT1	Frangible Lead Free	45ACP	155	1000	\$519.33	30-60

CATEGORY A – Handgun Ammunition									
	Manufacturer	Product Name	Product Code	Bullet Style	Caliber	Weight (Grain)	Rounds per Case	Price Per Case	Delivery (ARO)
53	Federal	American Eagle	AE380AP	Full Metal Jacket	380ACP	95	1000	\$268.54	30-60
54	Federal	American Eagle	AE9FP	Full Metal Jacket	9MM	147	1000	\$204.52	30-60
55	Federal	American Eagle	AE38K	Full Metal Jacket	38S	130	1000	\$309.51	30-60
56	CCI/Speer	Gold Dot	53606	Bonded Hollow Point	380ACP	90	1000	\$448.90	30-60
57	CCI/Speer	Gold Dot	53921	Bonded Hollow Point +P	38S	135	1000	\$395.80	30-60
58	CCI/Speer	Blazer	3460	Total Metal Jacket, Cleanfire	9MM	124	1000	\$215.10	30-60
59	CCI/Speer	Blazer	3462	Total Metal Jacket, Cleanfire	9MM	147	1000	\$215.10	30-60
60	CCI/Speer	Blazer	3475	Total Metal Jacket, Cleanfire	38S	158	100	\$235.40	30-60
61	CCI/Speer	Blazer	3477	Total Metal Jacket, Cleanfire	40S&W	180	1000	\$254.50	30-60
62	CCI/Speer	Blazer	3480	Total Metal Jacket, Cleanfire	45ACP	230	1000	\$325.90	30-60
62	CCI/Speer	Blazer	3509	Full Metal Jacket	9MM	115	1000	\$181.90	30-60
63	CCI/Speer	Blazer	3578	Full Metal Jacket	9MM	124	1000	\$181.90	30-60
64	CCI/Speer	Blazer	3591	Full Metal Jacket	40S&W	180	1000	\$247.85	30-60
65	CCI/Speer	Blazer	3570	Full Metal Jacket	45ACP	230	1000	\$311.40	30-60
66	CCI/Speer	Lawman	53620	Total Metal Jacket	9MM	147	1000	\$203.10	30-60
67	CCI/Speer	Lawman	53919	Total Metal Jacket	357SIG	125	1000	\$336.59	30-60

CATEGORY B – Rifle Ammunition									
	Manufacturer	Product Name	Product Code	Bullet Style	Caliber	Weight (Grain)	Rounds per Case	Price Per Case	Delivery (ARO)
1	Federal	TRU	T223A	Pointed Soft Point	.223	55	500	\$245.80	30-60
2	Federal	American Eagle	AE223J	Full Metal Jacket, Boat Tail	.223	55	500	\$155.80	30-60
3	Federal	TRU	T223E	Boat Tail Hollow Point	.223	55	500	\$268.20	30-60
4	Federal	TRU	T223T	Ballistic Tip	.223	55	500	\$258.10	30-60
5	Federal	Tactical	LE223T1	Bonded Soft Point	.223	55	200	\$219.82	45-60
6	CCI/Speer	Gold Dot	24446	Bonded Soft Point	.223	55	500	\$261.90	30-60

CATEGORY B – Rifle Ammunition								
Manufacturer	Product Name	Product Code	Bullet Style	Caliber	Weight (Grain)	Rounds per Case	Price Per Case	Delivery (ARO)
7	Federal American Eagle	XM193AF90	Full Metal Jacket, Boat Tail	5.56	55	450	\$145.70	30-60
8	Federal Tactical	LE223T3	Bonded Soft Point	.223	62	200	\$219.82	45-60
9	CCI/Speer Gold Dot	24445SP	Bonded Soft Point	.223	62	500	\$261.90	30-60
10	Federal TRU	T223L	Soft Point	.223	64	500	\$252.40	30-60
11	CCI/Speer Gold Dot	24475	Bonded Soft Point	.223	75	500	\$261.90	30-60
12	Federal Premium	P308F	Ballistic Tip	.308	150	200	\$211.48	30-60
13	Federal American Eagle	AE308D	Full Metal Jacket, Boat Tail	.308	150	500	\$309.80	30-60
14	Federal Tactical	LE308T1	Bonded Soft Point	.308	165	200	\$279.80	30-60
15	Federal Gold Medal	GM308M-500	Boat Tail Hollow Point	.308	168	500	\$392.40	30-60
16	Federal American Eagle	A76251M1A	Open Tip Match	.308	168	200	\$211.94	30-60
17	Federal Tactical	LE308TT2	Tactical Bonded Tip	.308	168	200	\$261.70	30-60
18	CCI/Speer Gold Dot	24458	Bonded Soft Point	.308	168	500	\$376.85	30-60
19	Federal Ballisticclean	BC223NT5	Frangible Lead Free	.223	42	500	\$296.60	60
20	Federal Ballisticclean	BC223NT5A	Frangible Lead Free	.223	55	500	\$296.60	60
21	CCI/Speer Gold Dot	24457	Bonded Soft Point	.308	150	500	\$402.57	60-90
22	Federal American Eagle	AE223BK	Full Metal Jacket, Boat Tail	.223	55	1000	\$311.60	30-60
23	Federal American Eagle	AE223N	Full Metal Jacket	.223	62	500	\$208.14	60-90
24	Federal American Eagle	XM193	Full Metal Jacket, Boat Tail	5.56	55	500	\$155.80	30-60
25	Federal American Eagle	AE5022	Lead Solid	22LR	40	5000	\$295.81	90-180
26	Federal Gold Medal	GM223M3	Match Boat Tail Hollow Point	.223	77	200	\$155.68	30-60
27	Federal Gold Medal	GM223M-5	Match Boat Tail Hollow Point	.223	69	500	\$389.20	30-60
CATEGORY C – Shotgun Ammunition								

	Manufacturer	Product Name	Product Code	Bullet Style	Caliber	Pellet Count	Rounds per Case	Price Per Case	Delivery (ARO)
1	Federal	Tactical	LE12700	Plated 00 Buck Shot, Flite Control	12 Gauge, 2-3/4"	9	250	\$125.92	30-60
2	Federal	Tactical	F127RS	Hollow Point Rifled Slug	12 Gauge, 2-3/4"	-	250	\$130.22	30-60
3	Federal	Top Gun	TGL12-7.5	#7.5 Bird Shot	12 Gauge, 2-3/4"	-	250	\$63.90	30-60
4	Federal	Tactical	LE127RS	Slug, Duty, Practice	12 Gauge, 1"	-	250	\$133.94	30-60
5	Federal	Tactical	LE13300	Plated 00 Buck Shot, Flite Control	12 Gauge, 2-3/4"	8	250	\$125.92	30-60
6	Federal	Tactical	LE13200	00 Buck Shot	12 Gauge	9	250	\$125.92	30-60
7	Federal	Tru-Ball	LEB127LRS	Rifled Slug	12 Gauge, 2-3/4"	-	250	\$133.94	30-60
8	Federal	Top Gun	TGL12-8	#8 Shot	12 Gauge, 2-3/4"	-	250	\$63.90	30-60
9	Federal	Tactical	LE132-1B	Plated #1 Buck, Flite Control	12 Gauge	15	250	\$125.92	30-60
10	Federal	Classic	F12700	00 Buck Shot	12 Gauge	9	250	\$129.87	30-60
11	Federal	Tru-Ball	LEB127DPRS	1oz Slug, Deep Penetrator	12 Gauge	-	250	\$188.92	60-90
12	Federal	Gold Medal	T115-8	#8 Birdshot, 1 1/8oz, 2 3/4 DE	12 Gauge	-	250	\$72.59	30-60
13	Federal	Gold Medal	T116-8	#8 Birdshot, 1 1/8oz, 3DE	12 Gauge	-	250	\$72.59	30-60

CATEGORY D – Marking Cartridges

	Manufacturer	Product Name	Product Code	Bullet Style	Caliber	Rounds per Case	Price Per Case	Delivery (ARO)
1	Force on Force	FOF	FF9R2	Red Marking Cartridges	9MM	500	\$233.80	30
2	Force on Force	FOF	FF9B2	Blue Marking Cartridges	9MM	500	\$233.80	30
3	Force on Force	FOF	FF9Y2	Yellow Marking Cartridges	9MM	500	\$233.80	30
4	Force on Force	FOF	FF9W2	White Marking Cartridges	9MM	500	\$233.80	30
5	Force on Force	FOF	FF9G2	Green Marking Cartridges	9MM	500	\$233.80	30
6	Force on Force	FOF	FF556R1	Red Marking Cartridges	.223	500	\$286.80	30
7	Force on Force	FOF	FF556B1	Blue Marking Cartridges	.223	500	\$286.80	30
8	Force on Force	FOF	FF556Y1	Yellow Marking Cartridges	.223	500	\$286.80	30
9	Force on Force	FOF	FF556W1	White Marking Cartridges	.223	500	\$286.80	30
10	Force on Force	FOF	FF556G1	Green Marking Cartridges	.223	500	\$286.80	30
11	Force on Force	FOF	FF556BCG	Conversion Bolt	.223	1	\$229.80	5-7
12	Force on Force	FOF	FF9NM2	Non-Marking Cartridges	9MM	500	\$233.80	30

CATEGORY D – Marking Cartridges								
	Manufacturer	Product Name	Product Code	Bullet Style	Caliber	Rounds per Case	Price Per Case	Delivery (ARO)
13	Force on Force	FOF	FF9BLK2	Blank Round	9MM	500	\$225.80	30
14	Force on Force	FOF	FF556NM2	Non-Marking Round	5.56	500	\$286.80	30
15	Simunition	FX	5320761	Red Marking Cartridges	9MM	500	\$239.97	30
16	Simunition	FX	5320762	Blue Marking Cartridges	9MM	500	\$239.97	30
17	Simunition	FX	5320764	Yellow Marking Cartridges	9MM	500	\$239.97	30
18	Simunition	FX	5320766	White Marking Cartridges	9MM	500	\$239.97	30
19	Simunition	FX	5320763	Orange Marking Cartridges	9MM	500	\$239.97	30
20	Simunition	FX	5320765	Green Marking Cartridges	9MM	500	\$239.97	30
21	Simunition	FX	5501001	Red Marking Cartridges	.38	500	\$297.97	30
22	Simunition	FX	5501002	Blue Marking Cartridges	.38	500	\$297.97	30
23	Simunition	FX	5359101	Red Marking Cartridges	.223	500	\$336.97	30
24	Simunition	FX	5359102	Blue Marking Cartridges	.223	500	\$336.97	30
25	Simunition	FX	5359104	Yellow Marking Cartridges	.223	500	\$336.97	30
26	Simunition	FX	5359106	White Marking Cartridges	.223	500	\$336.97	30
27	Simunition	FX	5308990	Bolt	.223	1	\$284.97	30
28	Simunition	FX	5320779	Non-Marking Cartridges	9MM	500	\$243.97	30
29	Simunition	Securiblack	5306001	Securiblanks, Loud	9MM	500	\$185.97	30
30	Simunition	FX	5359109	Non-Marking Cartridges	5.56	500	\$323.97	30-45
31	Simunition	Securiblack	5359108	Securiblanks, Loud	5.56	500	\$336.97	30-45
32	Simunition	Securiblack	5306005	Securiblanks, Quiet	9MM	500	\$185.97	30-45

Lift Gate Fee - \$75.00

EXHIBIT B

SPECIFICATIONS

Specification
1. All products bid will include descriptive fliers or catalogs describing how the product is equal in quality, function and performance to specifications.
2. All products bid will include descriptive literature for practical use applications.
3. All bids will include documentation that products meet the Sporting Arms and Manufacturer's Institute (SAAMI) or NATO specifications.
4. All ammunition must be guaranteed free from defects in workmanship and materials without limitation.
5. Ammunition that does not perform to specifications and standards will be refunded or replaced in full.
6. Bidder shall provide a current, dated, signed authorization from the manufacturer that the bidder is an authorized distributor.
7. All ammunition shall be factory new, no reloaded or remanufactured ammunition shall be allowed.
8. After receipt of order (ARO) delivery is to be a maximum of 90 days on all orders.
9. Delivery will be Free on Board (FOB) Destination, prepaid and included for orders of 5 cases or more.
10. Freight charges may be added as a separate line item for orders less than 5 cases.
11. Contractor will provide as much notice as possible to the Contract Administrator when issues occur, which are out of their control, but that will impact supply and demand and delivery.
12. If Contractor is unable to fulfill an order due to issues identified above, a replacement product equal in price and performance may be substituted. Replacement products must be approved in advance by the Contract Administrator.

EXHIBIT C

INSURANCE REQUIREMENTS

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

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

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

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

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

subcontractor. Each subcontractor must comply fully with all insurance requirements stated herein. Failure of any subcontractor to comply with insurance requirements does not limit Contractor's liability or responsibility.

7. **WAIVER OF SUBROGATION.** Contractor waives all rights of subrogation against the State of Washington and any Purchaser for the recovery of damages to the extent such damages are or would be covered by the insurance specified herein.
8. **NOTICE OF CHANGE OR CANCELLATION.** There shall be no cancellation, material change, exhaustion of aggregate limits, or intent not to renew insurance coverage, either in whole or in part, without at least sixty (60) days prior written Legal Notice by Contractor to Enterprise Services. Failure to provide such notice, as required, shall constitute default by Contractor. Any such written notice shall include the Master Contract number stated on the cover of this Master Contract.

State of Washington Contracts, Procurement, & Risk Management Division Department of Enterprise Services P.O. Box 41411 Olympia, WA 98504-1411	CONTRACT AMENDMENT	
	Contract No.:	02616
	Amendment No.:	1
San Diego Police Equipment Company, Inc. A California Corporation 8205-A Ronson Road San Diego CA. 92111-2014 (858)974-8500	Effective Date:	July 1, 2017

**FIRST AMENDMENT
TO
CONTRACT NO. 02616
AMMUNITION**

This First Amendment ("Amendment") to Contract No. 02616 is made and entered into by and between the State of Washington acting by and through the Department of Enterprise Services, a Washington State governmental agency ("State") and San Diego Police Equipment Company, Inc. A California Corporation ("Contractor") and is effective as of July 1, 2017.

RECITALS

- A. State and Contractor (collectively the "Parties") entered into that certain Contract No. 02616 dated effective as of July 1, 2017 ("Contract").
- B. The Parties intend to amend the Contract to adjust the applicable Vendor Management Fee (VMF) for Contract purchases made on or after July 1, 2017. Contract purchases made prior to July 1, 2017 will be subject to the existing VMF and Contract purchases occurring on or after July 1, 2017 will be subject to the VMF set forth in this amendment.
- C. The amendment set forth herein is within the scope of the Contract.
- D. The Parties now desire to amend the Contract as set forth herein.

AGREEMENT

NOW THEREFORE, in consideration of the mutual covenants and agreements set forth herein, the Parties hereby agree to amend the Contract, as previously amended, as follows:

- 1. **VENDOR MANAGEMENT FEE.** Section 8.2 of the Contract is hereby amended by deleting the existing Section in its entirety and inserting the following in lieu thereof:

Section 8.2 - **VENDOR MANAGEMENT FEE.** Contractor shall pay to Enterprise Services a vendor management fee ("VMF") of 1.50 percent on the purchase price for all Contract sales (the purchase price is the total invoice price less applicable sales tax).

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

Amount owed to Enterprise Services = Total Contract sales
invoiced (not including sales tax) x .0150.

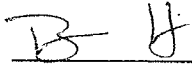
- (b) The VMF must be rolled into Contractor's current pricing. The VMF must not be shown as a separate line item on any invoice unless specifically requested and approved by Enterprise Services.
- (c) Enterprise Services will invoice Contractor quarterly based on Contract sales reported by Contractor. Contractor shall not remit payment until it receives an invoice from Enterprise Services. Contractor's VMF payment to Enterprise Services must reference this Contract number, work request number (if applicable), the year and quarter for which the VMF is being remitted, and the Contractor's name as set forth in this Contract, if not already included on the face of the check.
- (d) Failure to accurately report total net sales, to submit a timely usage report, or remit timely payment of the VMF, may be cause for Master Contract termination or the exercise of other remedies provided by law.
- (e) Enterprise Services reserves the right, upon thirty (30) days advance written notice, to increase, reduce, or eliminate the VMF for subsequent purchases, and reserves the right to renegotiate Contract pricing with Contractor when any subsequent adjustment of the VMF might justify a change in pricing.
2. PRICING. The Parties agree that, effective the same date as the VMF rate change, all Contract pricing shall be increased by .76% to cover the increased VMF rate. Such increase shall apply to all contract purchases pursuant to this Contract (purchase price less applicable sales tax).
3. NO CHANGE OTHER THAN AMENDMENT. Except as amended herein, the Contract is unaffected and remains in full force and effect.
4. INTEGRATED AGREEMENT; MODIFICATION. This Amendment constitutes the entire agreement and understanding of the Parties with respect to the subject matter and supersedes all prior negotiations and representations. In the event of any conflict between this Amendment and the Contract or any earlier amendment, this Amendment shall control and govern. This Amendment may not be modified except in writing signed by the Parties.
5. AUTHORITY. Each party to this Amendment, and each individual signing on behalf of each party, hereby represents and warrants to the other that it has full power and authority to enter into this Amendment and that its execution, delivery, and performance of this Amendment has been fully authorized and approved, and that no further approvals or consents are required to bind such party.
6. ELECTRONIC SIGNATURES. A signed copy of this Amendment or any other ancillary agreement transmitted by facsimile, email, or other means of electronic transmission

shall be deemed to have the same legal effect as delivery of an original executed copy of this Amendment or such other ancillary agreement for all purposes.

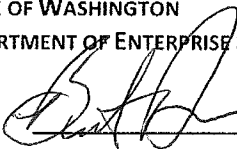
7. COUNTERPARTS. This Amendment may be executed in one or more counterparts, each of which shall be deemed an original, and all of which counterparts together shall constitute the same instrument which may be sufficiently evidenced by one counterpart. Execution of this Amendment at different times and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

EXECUTED AND EFFECTIVE as of the day and date first above written.

SAN DIEGO POLICE EQUIPMENT COMPANY
A CALIFORNIA CORPORATION

By: 
Name: RYAN KING
Title: SANES MANAGER
Date: 5/22/17

STATE OF WASHINGTON
DEPARTMENT OF ENTERPRISE SERVICES

By: 
Name: Brent Duncan
Title: Vendor Management Fee Coordinator
Date: May 2, 2017

State of Washington Contracts, Procurement, & Risk Management Division Department of Enterprise Services P.O. Box 41411 Olympia, WA 98504-1411	CONTRACT AMENDMENT	
	Contract No.:	02616
San Diego Police Equipment Company, Inc. 8205-A Ronson Road San Diego, CA 92111-2014	Amendment No.:	2
	Effective Date:	July 1, 2017

SECOND AMENDMENT
TO
CONTRACT NO. 02616
AMMUNITION

This second Amendment ("Amendment") to Contract No. 02616 is made and entered into by and between the State of Washington acting by and through the Department of Enterprise Services, a Washington State governmental agency ("State") and San Diego Police Equipment Company, Inc., a California Corporation ("Contractor") and is effective as of January 1, 2017.

RECITALS

- A. State and Contractor (collectively the "Parties") entered into that certain Contract No. 02616 dated effective as of July 1, 2017 ("Contract").
- B. The Parties previously amended the Contract: Amendment 1 effective July 1, 2017 increasing Vendor Management Fee.
- C. The amendment set forth herein is within the scope of the Contract.
- D. The Parties now desire to amend the Contract as set forth herein.

AGREEMENT

NOW THEREFORE, in consideration of the mutual covenants and agreements set forth herein, the Parties hereby agree to amend the Contract, as previously amended, as follows:

1. **PRICING.** The Parties agree that, effective the same date as the VMF rate change, all Contract pricing shall be increased by .76% to cover the increased VMF rate. Such increase shall apply to all contract purchases pursuant to this Contract (purchase price less applicable sales tax) per Attachment A Price Sheet.
2. **NO CHANGE OTHER THAN AMENDMENT.** Except as amended herein, the Contract is unaffected and remains in full force and effect.
3. **INTEGRATED AGREEMENT; MODIFICATION.** This Amendment constitutes the entire agreement and understanding of the Parties with respect to the subject matter and supersedes all prior negotiations and representations. In the event of any conflict between this

Amendment and the Contract or any earlier amendment, this Amendment shall control and govern. This Amendment may not be modified except in writing signed by the Parties.

4. AUTHORITY. Each party to this Amendment, and each individual signing on behalf of each party, hereby represents and warrants to the other that it has full power and authority to enter into this Amendment and that its execution, delivery, and performance of this Amendment has been fully authorized and approved, and that no further approvals or consents are required to bind such party.
5. ELECTRONIC SIGNATURES. A signed copy of this Amendment or any other ancillary agreement transmitted by facsimile, email, or other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original executed copy of this Amendment or such other ancillary agreement for all purposes.
6. COUNTERPARTS. This Amendment may be executed in one or more counterparts, each of which shall be deemed an original, and all of which counterparts together shall constitute the same instrument which may be sufficiently evidenced by one counterpart. Execution of this Amendment at different times and places by the parties shall not affect the validity thereof so long as all the parties hereto execute a counterpart of this Amendment.

EXECUTED AND EFFECTIVE as of the day and date first above written.

SAN DIEGO POLICE EQUIPMENT COMPANY, INC.
A CALIFORNIA CORPORATION

By: B-K
Name: RYAN KING
Title: Sales Manager
Date: 6/29/17

STATE OF WASHINGTON
DEPARTMENT OF ENTERPRISE SERVICES

By: Melanie Williams
Name: Melanie Williams
Title: Contracts Specialist
Date: 7/5/17

CATEGORY A – Handgun Ammunition									
Manu.	Product Name	Product Code	Bullet Style	Caliber	Weight (Grain)	Rounds per Case	Price Per Case	Delivery (ARO)	
1	Federal	American Eagle	AE9DP	Full Metal Jacket	9MM	115	1000	\$190.34	30-60
2	CCI/Speer	Lawman	53650	Total Metal Jacket	9MM	115	1000	\$184.19	30-60
3	Federal	Classic	9BP	Jacketed Hollow Point	9MM	115	1000	\$211.50	30-60
4	Federal	American Eagle	AE9AP	Full Metal Jacket	9MM	124	1000	\$190.34	30-60
5	CCI/Speer	Gold Dot	53618	Bonded Hollow Point	9MM	124	1000	\$349.33	30-60
6	Federal	HST	P9HST3	Jacketed Hollow Point +P	9MM	124	1000	\$304.42	30-60
7	Federal	HST	P9HST1	Jacketed Hollow Point	9MM	124	1000	\$304.42	30-60
8	CCI/Speer	Lawman	53651	Total Metal Jacket	9MM	124	1000	\$184.19	30-60
9	CCI/Speer	Gold Dot	53617	Bonded Hollow Point +P	9MM	124	1000	\$349.33	30-60
10	Federal	HST	P9HST2	Jacketed Hollow Point	9MM	147	1000	\$304.42	30-60
11	CCI/Speer	Gold Dot	54226	G2	9MM	147	1000	\$384.80	30-60
12	CCI/Speer	Gold Dot	53720	Bonded Hollow Point	38 SPL	125	1000	\$355.08	30-60
13	CCI/Speer	Gold Dot	53949	Bonded Hollow Point	.40	165	1000	\$384.82	30-60
14	Federal	HST	P40HST3	Jacketed Hollow Point	.40	165	1000	\$332.31	30-60
15	CCI/Speer	Lawman	53981	Total Metal Jacket	.40	165	1000	\$239.20	30-60
16	Federal	American Eagle	AE40R3	Full Metal Jacket	.40	165	1000	\$251.70	30-60
17	CCI/Speer	Lawman	53652	Total Metal Jacket	.40	180	1000	\$239.20	30-60
18	Federal	HST	P40HST1	Jacketed Hollow Point	.40	180	1000	\$332.31	30-60
19	CCI/Speer	Gold Dot	53962	Bonded Hollow Point	.40	180	1000	\$384.82	30-60
20	CCI/Speer	Gold Dot	53999	G2	.40	180	1000	\$402.92	30-60
21	Federal	Classic	45C	Jacketed Hollow Point	.45	185	1000	\$366.56	30-60
22	CCI/Speer	Gold Dot	53969	Bonded Hollow Point +P	.45	200	1000	\$407.27	30-60
23	Federal	American Eagle	AE45A	Full Metal Jacket	.45	230	1000	\$300.79	30-60
24	CCI/Speer	Lawman	53653	Total Metal Jacket	.45	230	1000	\$277.19	30-60

CATEGORY A – Handgun Ammunition

CATEGORY A – Handgun Ammunition								
Manu.	Product Name	Product Code	Bullet Style	Caliber	Weight (Grain)	Rounds per Case	Price Per Case	Delivery (ARO)
25	Federal	Classic	45D	Jacketed Hollow Point	.45	1000	\$321.32	30-60
26	CCI/Speer	Gold Dot	53966	Bonded Hollow Point	.45	1000	\$407.27	30-60
27	Federal	HST	P45HST2	Jacketed Hollow Point	.45	1000	\$369.89	30-60
28	Federal	HST	P45HST1	Jacketed Hollow Point +P	.45	1000	\$369.89	30-60
29	CCI/Speer	Gold Dot	54256	G2	.45	1000	\$437.50	30-60
30	CCI/Speer	Gold Dot	54234	Bonded Hollow Point	357 SIG	1000	\$417.95	30-60
31	Federal	HST	P357SHST1	Jacketed Hollow Point	357 SIG	1000	\$389.13	30-60
32	Federal	Classic	C357B	Jacketed Hollow Point	357 M	500	\$364.73	30-60
33	Federal	HST	P380HST1	Jacketed Hollow Point	.380	1000	\$402.13	30-60
34	CCI/Speer	Lawman	53608	Total Metal Jacket	.380	1000	\$292.04	30-60
35	CCI/Speer	RHT	53365	Frangible Lead Free	9MM	1000	\$367.57	30-60
36	Federal	IRT	AE9N1	Total Metal Jacket, Lead Free Primer	9MM	1000	\$208.67	30-60
37	CCI/Speer	Cleanfire	53824	Total Metal Jacket Lead Free Primer	9MM	1000	\$194.67	30-60
38	CCI/Speer	Cleanfire	53826	Total Metal Jacket, Lead Free Primer	9MM	1000	\$194.67	30-60
39	CCI/Speer	Cleanfire	53833	Total Metal Jacket +P Lead Free Primer	.38	1000	\$229.65	30-60
40	CCI/Speer	RHT	53375	Frangible Lead Free	.40	1000	\$408.16	30-60
41	CCI/Speer	Cleanfire	53982	Total Metal Jacket, Lead Free Primer	.40	1000	\$255.33	30-60
42	CCI/Speer	Cleanfire	53880	Total Metal Jacket Lead Free Primer	.40	1000	\$255.33	30-60
43	Federal	IRT	AE40N1	Total Metal Jacket, Lead Free Primer	.40	1000	\$270.74	30-60
44	CCI/Speer	RHT	53395	Frangible Lead Free	.45	1000	\$522.44	30-60
45	CCI/Speer	Cleanfire	53885	Total Metal Jacket, Lead Free Primer	.45	1000	\$314.98	30-60
46	Federal	IRT	AE45N1	Total Metal Jacket, Lead Free Primer	.45	1000	\$351.86	30-60

Comment [WM(1)]: Original price
\$334.40 * 1.0076 = \$336.94

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336.94

CATEGORY A – Handgun Ammunition

	Manu.	Product Name	Product Code	Bullet Style	Caliber	Weight (Grain)	Rounds per Case	Price Per Case	Delivery (ARO)
47	CCI/Speer	RHT	53368	Frangible, Lead Free	357 SIG	100	1000	\$453.22	30-60
48	CCI/Speer	Cleanfire	54232	Total Metal Jacket, Lead Free Primer	357 SIG	125	1000	\$300.67	30-60
49	Federal	Hydra-Shok	P380HS1G	Jacketed Hollow Point	380ACP	90	1000	\$426.18	30-60
50	Federal	Ballisticclean	BC9NT3	Frangible Lead Free	9MM	100	1000	\$396.13	30-60
51	Federal	Ballisticclean	BC40CT1	Frangible Lead Free	40S&W	125	1000	\$414.91	30-60
52	Federal	Ballisticclean	BC45CT1	Frangible Lead Free	45ACP	155	1000	\$523.28	30-60
53	Federal	American Eagle	AE380AP	Full Metal Jacket	380ACP	95	1000	\$270.58	30-60
54	Federal	American Eagle	AE9FP	Full Metal Jacket	9MM	147	1000	\$206.07	30-60
55	Federal	American Eagle	AE38K	Full Metal Jacket	38S	130	1000	\$311.86	30-60
56	CCI/Speer	Gold Dot	53606	Bonded Hollow Point	380ACP	90	1000	\$452.31	30-60
57	CCI/Speer	Gold Dot	53921	Bonded Hollow Point +P	38S	135	1000	\$398.81	30-60
58	CCI/Speer	Blazer	3460	Total Metal Jacket, Cleanfire	9MM	124	1000	\$216.73	30-60
59	CCI/Speer	Blazer	3462	Total Metal Jacket, Cleanfire	9MM	147	1000	\$216.73	30-60
60	CCI/Speer	Blazer	3475	Total Metal Jacket, Cleanfire	38S	158	100	\$237.19	30-60
61	CCI/Speer	Blazer	3477	Total Metal Jacket, Cleanfire	40S&W	180	1000	\$256.43	30-60
62	CCI/Speer	Blazer	3480	Total Metal Jacket, Cleanfire	45ACP	230	1000	\$328.37	30-60
62	CCI/Speer	Blazer	3509	Full Metal Jacket	9MM	115	1000	\$183.28	30-60
63	CCI/Speer	Blazer	3578	Full Metal Jacket	9MM	124	1000	\$183.28	30-60
64	CCI/Speer	Blazer	3591	Full Metal Jacket	40S&W	180	1000	\$249.73	30-60
65	CCI/Speer	Blazer	3570	Full Metal Jacket	45ACP	230	1000	\$313.77	30-60
66	CCI/Speer	Lawman	53620	Total Metal Jacket	9MM	147	1000	\$204.64	30-60
67	CCI/Speer	Lawman	53919	Total Metal Jacket	357SIG	125	1000	\$339.15	30-60

CATEGORY B – Rifle Ammunition								
Manu.	Product Name	Product Code	Bullet Style	Caliber	Weight (Grain)	Rounds per Case	Price Per Case	Delivery (ARO)
1	Federal	TRU	T223A	.223	55	500	\$247.67	30-60
2	Federal	American Eagle	AE223J	.223	55	500	\$156.98	30-60
3	Federal	TRU	T223E	.223	55	500	\$270.23	30-60
4	Federal	TRU	T223T	.223	55	500	\$260.06	30-60
5	Federal	Tactical	LE223T1	.223	55	200	\$221.49	45-60
6	CCI/Speer	Gold Dot	24446	.223	55	500	\$263.89	30-60
7	Federal	American Eagle	XM193AF90	5.56	55	450	\$146.81	30-60
8	Federal	Tactical	LE223T3	.223	62	200	\$221.49	45-60
9	CCI/Speer	Gold Dot	24445SP	.223	62	500	\$263.89	30-60
10	Federal	TRU	T223L	.223	64	500	\$254.31	30-60
11	CCI/Speer	Gold Dot	24475	.223	75	500	\$263.89	30-60
12	Federal	Premium	P308F	.308	150	200	\$213.09	30-60
13	Federal	American Eagle	AE308D	.308	150	500	\$312.15	30-60
14	Federal	Tactical	LE308T1	.308	165	200	\$281.93	30-60
15	Federal	Gold Medal	GM308M-500	.308	168	500	\$395.38	30-60
16	Federal	American Eagle	A76251M1A	.308	168	200	\$213.55	30-60
17	Federal	Tactical	LE308TT2	.308	168	200	\$263.69	30-60
18	CCI/Speer	Gold Dot	24458	.308	168	500	\$379.71	30-60
19	Federal	Ballisticclean	BC223NT5	.223	42	500	\$298.85	60
20	Federal	Ballisticclean	BC223NT5A	.223	55	500	\$298.85	60
21	CCI/Speer	Gold Dot	24457	.308	150	500	\$405.63	60-90
22	Federal	American Eagle	AE223BK	.223	55	1000	\$313.97	30-60

Comment [WM(2)]: Original price
\$291.9 * 1.0076 = \$294.12

Deleted: \$294.12

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CATEGORY B – Rifle Ammunition									
Manu.	Product Name	Product Code	Bullet Style	Caliber	Weight (Grain)	Rounds per Case	Price Per Case	Delivery (ARO)	
23	Federal	American Eagle	AE223N	Full Metal Jacket	.223	62	500	\$209.72	60-90
24	Federal	American Eagle	XM193	Full Metal Jacket, Boat Tail	5.56	55	500	\$156.98	30-60
25	Federal	American Eagle	AE5022	Lead Solid	22LR	40	5000	\$298.06	90-180
26	Federal	Gold Medal	GM223M3	Match Boat Tail Hollow Point	.223	77	200	\$156.86	30-60
27	Federal	Gold Medal	GM223M-5	Match Boat Tail Hollow Point	.223	69	500	\$392.16	30-60

CATEGORY C – Shotgun Ammunition								
Manu.	Product Name	Product Code	Bullet Style	Caliber	Pellet Count	Rounds per Case	Price Per Case	Delivery (ARO)
1	Federal	LE12700	Plated 00 Buck Shot, Flite Control	12 Gauge, 2-3/4"	9	250	\$126.88	30-60
2	Federal	F127RS	Hollow Point Rifled Slug	12 Gauge, 2-3/4"	-	250	\$131.21	30-60
3	Federal	TGL12-7.5	#7.5 Bird Shot	12 Gauge, 2-3/4"	-	250	\$64.39	30-60
4	Federal	LE127RS	Slug, Duty, Practice	12 Gauge, 1"	-	250	\$134.96	30-60
5	Federal	LE13300	Plated 00 Buck Shot, Flite Control	12 Gauge, 2-3/4"	8	250	\$126.88	30-60
6	Federal	LE13200	00 Buck Shot	12 Gauge	9	250	\$126.88	30-60
7	Federal	LEB127LRS	Rifled Slug	12 Gauge, 2-3/4"	-	250	\$134.96	30-60
8	Federal	TGL12-8	#8 Shot	12 Gauge, 2-3/4"	-	250	\$64.39	30-60
9	Federal	LE132-1B	Plated #1 Buck, Flite Control	12 Gauge	15	250	\$126.88	30-60
10	Federal	F12700	00 Buck Shot	12 Gauge	9	250	\$130.86	30-60
11	Federal	LEB127DPRS	1oz Slug, Deep Penetrator	12 Gauge	-	250	\$190.36	60-90
12	Federal	T115-8	#8 Birdshot, 1 1/8oz, 2 ¾ DE	12 Gauge	-	250	\$73.14	30-60

CATEGORY C – Shotgun Ammunition

	Manu.	Product Name	Product Code	Bullet Style	Caliber	Pellet Count	Rounds per Case	Price Per Case	Delivery (ARO)
13	Federal	Gold Medal	T116-8	#8 Birdshot, 1 1/8oz, 3DE	12 Gauge	-	250	\$73.14	30-60

CATEGORY D – Marking Cartridges

	Manu.	Product Name	Product Code	Bullet Style	Caliber	Rounds per Case	Price Per Case	Delivery (ARO)
1	Force on Force	FOF	FF9R2	Red Marking Cartridges	9MM	500	\$235.58	30
2	Force on Force	FOF	FF9B2	Blue Marking Cartridges	9MM	500	\$235.58	30
3	Force on Force	FOF	FF9Y2	Yellow Marking Cartridges	9MM	500	\$235.58	30
4	Force on Force	FOF	FF9W2	White Marking Cartridges	9MM	500	\$235.58	30
5	Force on Force	FOF	FF9G2	Green Marking Cartridges	9MM	500	\$235.58	30
6	Force on Force	FOF	FF556R1	Red Marking Cartridges	.223	500	\$288.98	30
7	Force on Force	FOF	FF556B1	Blue Marking Cartridges	.223	500	\$288.98	30
8	Force on Force	FOF	FF556Y1	Yellow Marking Cartridges	.223	500	\$288.98	30
9	Force on Force	FOF	FF556W1	White Marking Cartridges	.223	500	\$288.98	30
10	Force on Force	FOF	FF556G1	Green Marking Cartridges	.223	500	\$288.98	30
11	Force on Force	FOF	FF556BCG	Conversion Bolt	.223	1	\$231.55	5-7
12	Force on Force	FOF	FF9NM2	Non-Marking Cartridges	9MM	500	\$235.58	30

CATEGORY D – Marking Cartridges								
	Manu.	Product Name	Product Code	Bullet Style	Caliber	Rounds per Case	Price Per Case	Delivery (ARO)
13	Force on Force	FOF	FF9BLK2	Blank Round	9MM	500	\$227.51	30
14	Force on Force	FOF	FF556NM2	Non-Marking Round	5.56	500	\$288.98	30
15	Simunition	FX	5320761	Red Marking Cartridges	9MM	500	\$241.79	30
16	Simunition	FX	5320762	Blue Marking Cartridges	9MM	500	\$241.79	30
17	Simunition	FX	5320764	Yellow Marking Cartridges	9MM	500	\$241.79	30
18	Simunition	FX	5320766	White Marking Cartridges	9MM	500	\$241.79	30
19	Simunition	FX	5320763	Orange Marking Cartridges	9MM	500	\$241.79	30
20	Simunition	FX	5320765	Green Marking Cartridges	9MM	500	\$241.79	30
21	Simunition	FX	5501001	Red Marking Cartridges	.38	500	\$300.23	30
22	Simunition	FX	5501002	Blue Marking Cartridges	.38	500	\$300.23	30
23	Simunition	FX	5359101	Red Marking Cartridges	.223	500	\$339.53	30
24	Simunition	FX	5359102	Blue Marking Cartridges	.223	500	\$339.53	30
25	Simunition	FX	5359104	Yellow Marking Cartridges	.223	500	\$339.53	30
26	Simunition	FX	5359106	White Marking Cartridges	.223	500	\$339.53	30
27	Simunition	FX	5308990	Bolt	.223	1	\$287.14	30
28	Simunition	FX	5320779	Non-Marking Cartridges	9MM	500	\$245.82	30
29	Simunition	Securiblack	5306001	Securiblack, Loud	9MM	500	\$187.38	30
30	Simunition	FX	5359109	Non-Marking Cartridges	5.56	500	326.43	30-45
31	Simunition	Securiblack	5359108	Securiblack, Loud	5.56	500	\$339.53	30-45
32	Simunition	Secruiblank	5306005	Securiblack, Quiet	9MM	500	\$187.38	30-45

State of Washington Contracts & Procurement Division Department of Enterprise Services P.O. Box 41411 Olympia, WA 98504-1411	CONTRACT AMENDMENT	
	Contract No.:	02616
San Diego Police Equipment Company, Inc. 8205-A Ronson Road San Diego, CA 92111	Amendment No.:	3
	Effective Date:	February 1, 2019

**THIRD AMENDMENT
TO
CONTRACT No. 02616
AMMUNITION**

This Third Amendment ("Amendment") to Contract No. 02616 is made and entered into by and between the State of Washington acting by and through the Department of Enterprise Services, a Washington State governmental agency ("State") and San Diego Police Equipment Company, Inc. a California Company ("Contractor") and is dated as of February 1, 2019.

R E C I T A L S

- A. State and Contractor (collectively the "Parties") entered into that certain Contract No. 02616 for ammunition dated effective as of January 1, 2017 ("Contract").
- B. The Parties previously amended the Contract twice:
 - a. Amendment 1, effective July 1, 2017 (adjusting vendor management fee)
 - b. Amendment 2, Effective July 1, 2017 (adjusting pricing for VMF)
- C. The amendment set forth herein is within the scope of the Contract.
- D. The Parties now desire to amend the Contract as set forth herein.

A G R E E M E N T

NOW THEREFORE, in consideration of the mutual covenants and agreements set forth herein, the Parties hereby agree to amend the Contract, as previously amended, as follows:

- 1. **ECONOMIC ADJUSTMENT.** The contract ceiling prices are amended, not to exceed the prices set forth in Exhibit A.
- 2. **NO CHANGE OTHER THAN AMENDMENT.** Except as amended herein, the Contract is unaffected and remains in full force and effect.
- 3. **INTEGRATED AGREEMENT; MODIFICATION.** This Amendment constitutes the entire agreement and understanding of the Parties with respect to the subject matter and supersedes all prior negotiations and representations. In the event of any conflict between this Amendment and the

Contract or any earlier amendment, this Amendment shall control and govern. This Amendment may not be modified except in writing signed by the Parties.

4. **AUTHORITY.** Each party to this Amendment, and each individual signing on behalf of each party, hereby represents and warrants to the other that it has full power and authority to enter into this Amendment and that its execution, delivery, and performance of this Amendment has been fully authorized and approved, and that no further approvals or consents are required to bind such party.
5. **ELECTRONIC SIGNATURES.** A signed copy of this Amendment or any other ancillary agreement transmitted by facsimile, email, or other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original executed copy of this Amendment or such other ancillary agreement for all purposes.
6. **COUNTERPARTS.** This Amendment may be executed in one or more counterparts, each of which shall be deemed an original, and all of which counterparts together shall constitute the same instrument which may be sufficiently evidenced by one counterpart. Execution of this Amendment at different times and places by the parties shall not affect the validity thereof so long as all the parties hereto execute a counterpart of this Amendment.

EXECUTED AND EFFECTIVE as of the day and date first above written.

**SAN DIEGO POLICE EQUIPMENT COMPANY, INC., A
CALIFORNIA COMPANY**

**STATE OF WASHINGTON
DEPARTMENT OF ENTERPRISE SERVICES**

By: _____

By: _____

Name: _____

Name: Melanie Williams

Title: _____

Title: Contracts Specialist

Date: _____

Date: _____

EXHIBIT A PRICING

CATEGORY A – Handgun Ammunition

	Manufacturer	Product Name	Product Code	Bullet Style	Caliber	Weight (Grain)	Rounds per Case	Price Per Case	Delivery (ARO)
1	Federal	American Eagle	AE9DP	Full Metal Jacket	9MM	115	1000	\$197.57	30-60
2	CCI/Speer	Lawman	53650	Total Metal Jacket	9MM	115	1000	\$191.19	30-60
3	Federal	Classic	9BP	Jacketed Hollow Point	9MM	115	1000	\$219.54	30-60
4	Federal	American Eagle	AE9AP	Full Metal Jacket	9MM	124	1000	\$197.57	30-60
5	CCI/Speer	Gold Dot	53618	Bonded Hollow Point	9MM	124	1000	\$362.60	30-60
6	Federal	HST	P9HST3	Jacketed Hollow Point +P	9MM	124	1000	\$315.99	30-60
7	Federal	HST	P9HST1	Jacketed Hollow Point	9MM	124	1000	\$315.99	30-60
8	CCI/Speer	Lawman	53651	Total Metal Jacket	9MM	124	1000	\$191.19	30-60
9	CCI/Speer	Gold Dot	53617	Bonded Hollow Point +P	9MM	124	1000	\$362.60	30-60
10	Federal	HST	P9HST2	Jacketed Hollow Point	9MM	147	1000	\$315.99	30-60
11	CCI/Speer	Gold Dot	54226	G2	9MM	147	1000	\$399.42	30-60
12	CCI/Speer	Gold Dot	53720	Bonded Hollow Point	38 SPL	125	1000	\$368.57	30-60
13	CCI/Speer	Gold Dot	53949	Bonded Hollow Point	0.4	165	1000	\$399.44	30-60
14	Federal	HST	P40HST3	Jacketed Hollow Point	0.4	165	1000	\$344.94	30-60
15	CCI/Speer	Lawman	53981	Total Metal Jacket	0.4	165	1000	\$248.29	30-60
16	Federal	American Eagle	AE40R3	Full Metal Jacket	0.4	165	1000	\$261.26	30-60
17	CCI/Speer	Lawman	53652	Total Metal Jacket	0.4	180	1000	\$248.29	30-60
18	Federal	HST	P40HST1	Jacketed Hollow Point	0.4	180	1000	\$344.83	30-60
19	CCI/Speer	Gold Dot	53962	Bonded Hollow Point	0.4	180	1000	\$399.44	30-60
20	CCI/Speer	Gold Dot	53999	G2	0.4	180	1000	\$418.23	30-60
21	Federal	Classic	45C	Jacketed Hollow Point	0.45	185	1000	\$380.49	30-60

22	CCI/Speer	Gold Dot	53969	Bonded Hollow Point +P	0.45	200	1000	\$422.75	30-60
23	Federal	American Eagle	AE45A	Full Metal Jacket	0.45	230	1000	\$312.22	30-60
24	CCI/Speer	Lawman	53653	Total Metal Jacket	0.45	230	1000	\$287.72	30-60
25	Federal	Classic	45D	Jacketed Hollow Point	0.45	230	1000	\$333.53	30-60
26	CCI/Speer	Gold Dot	53966	Bonded Hollow Point	0.45	230	1000	\$422.75	30-60
27	Federal	HST	P45HST2	Jacketed Hollow Point	0.45	230	1000	\$383.95	30-60
28	Federal	HST	P45HST1	Jacketed Hollow Point +P	0.45	230	1000	\$383.95	30-60
29	CCI/Speer	Gold Dot	54256	G2	0.45	230	1000	\$454.13	30-60
30	CCI/Speer	Gold Dot	54234	Bonded Hollow Point	357 SIG	125	1000	\$433.83	30-60
31	Federal	HST	P357SHST1	Jacketed Hollow Point	357 SIG	125	1000	\$403.92	30-60
32	Federal	Classic	C357B	Jacketed Hollow Point	357 M	125	500	\$378.62	30-60
33	Federal	HST	P380HST1	Jacketed Hollow Point	0.38	99	1000	\$417.41	30-60
34	CCI/Speer	Lawman	53608	Total Metal Jacket	0.38	95	1000	\$303.14	30-60
35	CCI/Speer	RHT	53365	Frangible Lead Free	9MM	100	1000	\$381.54	30-60
36	Federal	IRT	AE9N1	Total Metal Jacket, Lead Free Primer	9MM	124	1000	\$216.60	30-60
37	CCI/Speer	Cleanfire	53824	Total Metal Jacket Lead Free Primer	9MM	124	1000	\$202.07	30-60
38	CCI/Speer	Cleanfire	53826	Total Metal Jacket, Lead Free Primer	9MM	147	1000	\$202.07	30-60
39	CCI/Speer	Cleanfire	53833	Total Metal Jacket +P Lead Free Primer	0.38	158	1000	\$238.38	30-60
40	CCI/Speer	RHT	53375	Frangible Lead Free	0.4	125	1000	\$423.67	30-60
41	CCI/Speer	Cleanfire	53982	Total Metal Jacket,	0.4	165	1000	\$265.03	30-60

				Lead Free Primer					
42	CCI/Speer	Cleanfire	53880	Total Metal Jacket Lead Free Primer	0.4	180	1000	\$265.03	30-60
43	Federal	IRT	AE40N1	Total Metal Jacket, Lead Free Primer	0.4	180	1000	\$281.03	30-60
44	CCI/Speer	RHT	53395	Frangible Lead Free	0.45	155	1000	\$542.29	30-60
45	CCI/Speer	Cleanfire	53885	Total Metal Jacket, Lead Free Primer	0.45	230	1000	\$326.95	30-60
46	Federal	IRT	AE45N1	Total Metal Jacket, Lead Free Primer	0.45	230	1000	\$349.74	30-60
47	CCI/Speer	RHT	53368	Frangible, Lead Free	357 SIG	100	1000	\$470.44	30-60
48	CCI/Speer	Cleanfire	54232	Total Metal Jacket, Lead Free Primer	357 SIG	125	1000	\$312.10	30-60
49	Federal	Hydra-Shok	P380HS1G	Jacketed Hollow Point	380ACP	90	1000	\$442.37	30-60
50	Federal	Ballisticclean	BC9NT3	Frangible Lead Free	9MM	100	1000	\$411.18	30-60
51	Federal	Ballisticclean	BC40CT1	Frangible Lead Free	40S&W	125	1000	\$430.68	30-60
52	Federal	Ballisticclean	BC45CT1	Frangible Lead Free	45ACP	155	1000	\$543.16	30-60
53	Federal	American Eagle	AE380AP	Full Metal Jacket	380ACP	95	1000	\$280.86	30-60
54	Federal	American Eagle	AE9FP	Full Metal Jacket	9MM	147	1000	\$213.90	30-60
55	Federal	American Eagle	AE38K	Full Metal Jacket	38S	130	1000	\$323.71	30-60
56	CCI/Speer	Gold Dot	53606	Bonded Hollow Point	380ACP	90	1000	\$469.50	30-60
57	CCI/Speer	Gold Dot	53921	Bonded Hollow Point +P	38S	135	1000	\$413.96	30-60
58	CCI/Speer	Blazer	3460	Total Metal Jacket, Cleanfire	9MM	124	1000	\$224.97	30-60

59	CCI/Speer	Blazer	3462	Total Metal Jacket, Cleanfire	9MM	147	1000	\$224.97	30-60
60	CCI/Speer	Blazer	3475	Total Metal Jacket, Cleanfire	38S	158	100	\$246.20	30-60
61	CCI/Speer	Blazer	3477	Total Metal Jacket, Cleanfire	40S&W	180	1000	\$266.17	30-60
62	CCI/Speer	Blazer	3480	Total Metal Jacket, Cleanfire	45ACP	230	1000	\$340.85	30-60
62	CCI/Speer	Blazer	3509	Full Metal Jacket	9MM	115	1000	\$190.24	30-60
63	CCI/Speer	Blazer	3578	Full Metal Jacket	9MM	124	1000	\$190.24	30-60
64	CCI/Speer	Blazer	3591	Full Metal Jacket	40S&W	180	1000	\$259.22	30-60
65	CCI/Speer	Blazer	3570	Full Metal Jacket	45ACP	230	1000	\$325.69	30-60
66	CCI/Speer	Lawman	53620	Total Metal Jacket	9MM	147	1000	\$212.42	30-60
67	CCI/Speer	Lawman	53919	Total Metal Jacket	357SIG	125	1000	\$352.04	30-60

CATEGORY B – Rifle Ammunition

	Manufacturer	Product Name	Product Code	Bullet Style	Caliber	Weight (Grain)	Rounds per Case	Price Per Case	Delivery (ARO)
1	Federal	TRU	T223A	Pointed Soft Point	0.223	55	500	\$255.14	30-60
2	Federal	American Eagle	AE223J	Full Metal Jacket, Boat Tail	0.223	55	500	\$162.95	30-60
3	Federal	TRU	T223E	Boat Tail Hollow Point	0.223	55	500	\$280.50	30-60
4	Federal	TRU	T223T	Ballistic Tip	0.223	55	500	\$269.94	30-60
5	Federal	Tactical	LE223T1	Bonded Soft Point	0.223	55	200	\$229.91	45-60
6	CCI/Speer	Gold Dot	24446	Bonded Soft Point	0.223	55	500	\$273.92	30-60

7	Federal	American Eagle	XM193AF90	Full Metal Jacket, Boat Tail	5.56	55	450	\$152.39	30-60
8	Federal	Tactical	LE223T3	Bonded Soft Point	0.223	62	200	\$229.91	45-60
9	CCI/Speer	Gold Dot	24445SP	Bonded Soft Point	0.223	62	500	\$305.30	30-60
10	Federal	TRU	T223L	Soft Point	0.223	64	500	\$263.97	30-60
11	CCI/Speer	Gold Dot	24475	Bonded Soft Point	0.223	75	500	\$305.30	30-60
12	Federal	Premium	P308F	Ballistic Tip	0.308	150	200	\$221.19	30-60
13	Federal	American Eagle	AE308D	Full Metal Jacket, Boat Tail	0.308	150	500	\$324.01	30-60
14	Federal	Tactical	LE308T1	Bonded Soft Point	0.308	165	200	\$292.64	30-60
15	Federal	Gold Medal	GM308M-500	Boat Tail Hollow Point	0.308	168	500	\$410.40	30-60
16	Federal	American Eagle	A76251M1A	Open Tip Match	0.308	168	200	\$221.66	30-60
17	Federal	Tactical	LE308TT2	Tactical Bonded Tip	0.308	168	200	\$273.71	30-60
18	CCI/Speer	Gold Dot	24458	Bonded Soft Point	0.308	168	500	\$394.14	30-60
19	Federal	Ballisticlean	BC223NT5	Frangible Lead Free	0.223	42	500	\$310.21	60
20	Federal	Ballisticlean	BC223NT5A	Frangible Lead Free	0.223	55	500	\$310.21	60
21	CCI/Speer	Gold Dot	24457	Bonded Soft Point	0.308	150	500	\$421.04	60-90
22	Federal	American Eagle	AE223BK	Full Metal Jacket, Boat Tail	0.223	55	1000	\$325.90	30-60

23	Federal	American Eagle	AE223N	Full Metal Jacket	0.223	62	500	\$217.69	60-90
24	Federal	American Eagle	XM193	Full Metal Jacket, Boat Tail	5.56	55	500	\$162.95	30-60
25	Federal	American Eagle	AE5022	Lead Solid	22LR	40	5000	\$309.39	90-180
26	Federal	Gold Medal	GM223M3	Match Boat Tail Hollow Point	0.223	77	200	\$162.82	30-60
27	Federal	Gold Medal	GM223M-5	Match Boat Tail Hollow Point	0.223	69	500	\$407.06	30-60

CATEGORY C – Shotgun Ammunition

	Manufacturer	Product Name	Product Code	Bullet Style	Caliber	Pellet Count	Rounds per Case	Price Per Case	Delivery (ARO)
1	Federal	Tactical	LE12700	Plated 00 Buck Shot, Flite Control	12 Gauge, 2-3/4"	9	250	\$131.70	30-60
2	Federal	Tactical	F127RS	Hollow Point Rifled Slug	12 Gauge, 2-3/4"	-	250	\$136.20	30-60
3	Federal	Top Gun	TGL12-7.5	#7.5 Bird Shot	12 Gauge, 2-3/4"	-	250	\$66.84	30-60
4	Federal	Tactical	LE127RS	Slug, Duty, Practice	12 Gauge, 1"	-	250	\$140.09	30-60
5	Federal	Tactical	LE13300	Plated 00 Buck Shot, Flite Control	12 Gauge, 2-3/4"	8	250	\$131.70	30-60
6	Federal	Tactical	LE13200	00 Buck Shot	12 Gauge	9	250	\$131.70	30-60
7	Federal	Tru-Ball	LEB127LRS	Rifled Slug	12 Gauge, 2-3/4"	-	250	\$140.09	30-60
8	Federal	Top Gun	TGL12-8	#8 Shot	12 Gauge, 2-3/4"	-	250	\$66.84	30-60

9	Federal	Tactical	LE132-1B	Plated #1 Buck, Flite Control	12 Gauge	15	250	\$131.70	30-60
10	Federal	Classic	F12700	00 Buck Shot	12 Gauge	9	250	\$135.83	30-60
11	Federal	Tru-Ball	LEB127DPRS	1oz Slug, Deep Penetrator	12 Gauge	-	250	\$197.59	60-90
12	Federal	Gold Medal	T115-8	#8 Birdshot, 1 1/8oz, 2 3/4 DE	12 Gauge	-	250	\$75.92	30-60
13	Federal	Gold Medal	T116-8	#8 Birdshot, 1 1/8oz, 3DE	12 Gauge	-	250	\$75.92	30-60

CATEGORY D – Marking Cartridges								
	Manufacturer	Product Name	Product Code	Bullet Style	Caliber	Rounds per Case	Price Per Case	Delivery (ARO)
1	Force on Force	FOF	FF9R2	Red Marking Cartridges	9MM	500	\$244.53	30
2	Force on Force	FOF	FF9B2	Blue Marking Cartridges	9MM	500	\$244.53	30
3	Force on Force	FOF	FF9Y2	Yellow Marking Cartridges	9MM	500	\$244.53	30
4	Force on Force	FOF	FF9W2	White Marking Cartridges	9MM	500	\$244.53	30
5	Force on Force	FOF	FF9G2	Green Marking Cartridges	9MM	500	\$244.53	30
6	Force on Force	FOF	FF556R1	Red Marking Cartridges	0.223	500	\$299.96	30
7	Force on Force	FOF	FF556B1	Blue Marking Cartridges	0.223	500	\$299.96	30
8	Force on Force	FOF	FF556Y1	Yellow Marking Cartridges	0.223	500	\$299.96	30
9	Force on Force	FOF	FF556W1	White Marking Cartridges	0.223	500	\$299.96	30
10	Force on Force	FOF	FF556G1	Green Marking Cartridges	0.223	500	\$299.96	30
11	Force on Force	FOF	FF556BCG	Conversion Bolt	0.223	1	\$240.35	7-May

12	Force on Force	FOF	FF9NM2	Non-Marking Cartridges	9MM	500	\$244.53	30
13	Force on Force	FOF	FF9BLK2	Blank Round	9MM	500	\$236.16	30
14	Force on Force	FOF	FF556NM2	Non-Marking Round	5.56	500	\$299.96	30
15	Simunition	FX	5320761	Red Marking Cartridges	9MM	500	\$250.98	30
16	Simunition	FX	5320762	Blue Marking Cartridges	9MM	500	\$250.98	30
17	Simunition	FX	5320764	Yellow Marking Cartridges	9MM	500	\$250.98	30
18	Simunition	FX	5320766	White Marking Cartridges	9MM	500	\$250.98	30
19	Simunition	FX	5320763	Orange Marking Cartridges	9MM	500	\$250.98	30
20	Simunition	FX	5320765	Green Marking Cartridges	9MM	500	\$250.98	30
21	Simunition	FX	5501001	Red Marking Cartridges	0.38	500	\$311.64	30
22	Simunition	FX	5501002	Blue Marking Cartridges	0.38	500	\$311.64	30
23	Simunition	FX	5359101	Red Marking Cartridges	0.223	500	\$352.43	30
24	Simunition	FX	5359102	Blue Marking Cartridges	0.223	500	\$352.43	30
25	Simunition	FX	5359104	Yellow Marking Cartridges	0.223	500	\$352.43	30
26	Simunition	FX	5359106	White Marking Cartridges	0.223	500	\$352.43	30
27	Simunition	FX	5308990	Bolt	0.223	1	\$298.05	30
28	Simunition	FX	5320779	Non-Marking Cartridges	9MM	500	\$255.16	30
29	Simunition	Securiblack	5306001	Securiblanks, Loud	9MM	500	\$194.50	30
30	Simunition	FX	5359109	Non-Marking Cartridges	5.56	500	\$338.83	30-45
31	Simunition	Securiblack	5359108	Securiblanks, Loud	5.56	500	\$352.43	30-45
32	Simunition	Secruiblack	5306005	Securiblanks, Quiet	9MM	500	\$194.50	30-45

State of Washington
Contracts & Procurement Division
Department of Enterprise Services
P.O. Box 41411
Olympia, WA 98504-1411

San Diego Police Equipment Company, Inc.
8205-A Ronson Road
San Diego, CA 92111

**FOURTH AMENDMENT
TO
CONTRACT NO. 02616
AMMUNITION**

This Fourth Amendment ("Amendment") to Contract No. 02616 is made and entered into by and between the State of Washington acting by and through the Department of Enterprise Services, a Washington State governmental agency ("State") and San Diego Police Equipment Company, Inc. a California Company ("Contractor") and is dated as of February 1, 2021.

RECITALS

- A. State and Contractor (collectively the "Parties") entered into that certain Contract No. 02616 for Ammunition dated effective as of January 1, 2017 ("Contract").
- B. The Parties previously amended the Contract three times.
 - a. Amendment 1 effective July 1, 2017 (Vendor Management Fee)
 - b. Amendment 2 effective January 1, 2018 (Economic adjustment)
 - c. Amendment 3 effective February 1, 2019 (Economic adjustment)
- C. The amendment set forth herein is within the scope of the Contract.
- D. The Parties now desire to amend the Contract as set forth herein.

AGREEMENT

NOW THEREFORE, in consideration of the mutual covenants and agreements set forth herein, the Parties hereby agree to amend the Contract, as previously amended, as follows:

- 1. **ECONOMIC ADJUSTMENT.** The contract ceiling prices are amended, not to exceed the prices set forth in Exhibit A.
- 2. **NO CHANGE OTHER THAN AMENDMENT.** Except as amended herein, the Contract is unaffected and remains in full force and effect.
- 3. **INTEGRATED AGREEMENT; MODIFICATION.** This Amendment constitutes the entire agreement and understanding of the Parties with respect to the subject matter and supersedes all prior negotiations and representations. In the event of any conflict between this Amendment and the Contract or any earlier amendment, this Amendment shall control and govern. This Amendment may not be modified except in writing signed by the Parties.

4. **AUTHORITY.** Each party to this Amendment, and each individual signing on behalf of each party, hereby represents and warrants to the other that it has full power and authority to enter into this Amendment and that its execution, delivery, and performance of this Amendment has been fully authorized and approved, and that no further approvals or consents are required to bind such party.
5. **ELECTRONIC SIGNATURES.** A signed copy of this Amendment or any other ancillary agreement transmitted by facsimile, email, or other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original executed copy of this Amendment or such other ancillary agreement for all purposes.
6. **COUNTERPARTS.** This Amendment may be executed in one or more counterparts, each of which shall be deemed an original, and all of which counterparts together shall constitute the same instrument which may be sufficiently evidenced by one counterpart. Execution of this Amendment at different times and places by the parties shall not affect the validity thereof so long as all the parties hereto execute a counterpart of this Amendment.

EXECUTED AND EFFECTIVE as of the day and date first above written.

**SAN DIEGO POLICE EQUIPMENT COMPANY, INC.,
A CALIFORNIA COMPANY**

By: 
Name: RYAN KING
Title: SALES MANAGER
Date: 1/29/2021

**STATE OF WASHINGTON
DEPARTMENT OF ENTERPRISE SERVICES**

By: 
Name: Breann Aggers
Title: Contracts Specialist
Date: _____

EXHIBIT A PRICING
CATEGORY A – Handgun Ammunition

	Manufacturer	Product Name	Product Code	Bullet Style	Caliber	Weight (Grain)	Rounds per Case	Price Per Case	Delivery (ARO)
1	Federal	American Eagle	AE9DP	Full Metal Jacket	9MM	115	1000	\$199.50	30-60
2	CCI/Speer	Lawman	53650	Total Metal Jacket	9MM	115	1000	\$193.05	30-60
3	Federal	Classic	9BP	Jacketed Hollow Point	9MM	115	1000	\$221.67	30-60
4	Federal	American Eagle	AE9AP	Full Metal Jacket	9MM	124	1000	\$199.50	30-60
5	CCI/Speer	Gold Dot	53618	Bonded Hollow Point	9MM	124	1000	\$366.13	30-60
6	Federal	HST	P9HST3	Jacketed Hollow Point +P	9MM	124	1000	\$319.05	30-60
7	Federal	HST	P9HST1	Jacketed Hollow Point	9MM	124	1000	\$319.05	30-60
8	CCI/Speer	Lawman	53651	Total Metal Jacket	9MM	124	1000	\$193.05	30-60
9	CCI/Speer	Gold Dot	53617	Bonded Hollow Point +P	9MM	124	1000	\$366.13	30-60
10	Federal	HST	P9HST2	Jacketed Hollow Point	9MM	147	1000	\$319.05	30-60
11	CCI/Speer	Gold Dot	54226	G2	9MM	147	1000	\$403.30	30-60
12	CCI/Speer	Gold Dot	53720	Bonded Hollow Point	38 SPL	125	1000	\$372.15	30-60
13	CCI/Speer	Gold Dot	53949	Bonded Hollow Point	0.4	165	1000	\$403.32	30-60
14	Federal	HST	P40HST3	Jacketed Hollow Point	0.4	165	1000	\$348.28	30-60
15	CCI/Speer	Lawman	53981	Total Metal Jacket	0.4	165	1000	\$250.70	30-60
16	Federal	American Eagle	AE40R3	Full Metal Jacket	0.4	165	1000	\$263.80	30-60
17	CCI/Speer	Lawman	53652	Total Metal Jacket	0.4	180	1000	\$250.70	30-60
18	Federal	HST	P40HST1	Jacketed Hollow Point	0.4	180	1000	\$348.18	30-60
19	CCI/Speer	Gold Dot	53962	Bonded Hollow Point	0.4	180	1000	\$403.32	30-60
20	CCI/Speer	Gold Dot	53999	G2	0.4	180	1000	\$422.29	30-60

21	Federal	Classic	45C	Jacketed Hollow Point	0.45	185	1000	\$384.18	30-60
22	CCI/Speer	Gold Dot	53969	Bonded Hollow Point +P	0.45	200	1000	\$426.85	30-60
23	Federal	American Eagle	AE45A	Full Metal Jacket	0.45	230	1000	\$315.25	30-60
24	CCI/Speer	Lawman	53653	Total Metal Jacket	0.45	230	1000	\$290.52	30-60
25	Federal	Classic	45D	Jacketed Hollow Point	0.45	230	1000	\$336.76	30-60
26	CCI/Speer	Gold Dot	53966	Bonded Hollow Point	0.45	230	1000	\$426.85	30-60
27	Federal	HST	P45HST 2	Jacketed Hollow Point	0.45	230	1000	\$387.68	30-60
28	Federal	HST	P45HST 1	Jacketed Hollow Point +P	0.45	230	1000	\$387.68	30-60
29	CCI/Speer	Gold Dot	54256	G2	0.45	230	1000	\$458.53	30-60
30	CCI/Speer	Gold Dot	54234	Bonded Hollow Point	357 SIG	125	1000	\$438.04	30-60
31	Federal	HST	P357SH ST1	Jacketed Hollow Point	357 SIG	125	1000	\$407.84	30-60
32	Federal	Classic	C357B	Jacketed Hollow Point	357 M	125	500	\$382.29	30-60
33	Federal	HST	P380HS T1	Jacketed Hollow Point	0.38	99	1000	\$421.46	30-60
34	CCI/Speer	Lawman	53608	Total Metal Jacket	0.38	95	1000	\$306.09	30-60
35	CCI/Speer	RHT	53365	Frangible Lead Free	9MM	100	1000	\$385.25	30-60
36	Federal	IRT	AE9N1	Total Metal Jacket, Lead Free Primer	9MM	124	1000	\$218.70	30-60
37	CCI/Speer	Cleanfire	53824	Total Metal Jacket Lead Free Primer	9MM	124	1000	\$204.03	30-60
38	CCI/Speer	Cleanfire	53826	Total Metal Jacket, Lead Free Primer	9MM	147	1000	\$204.03	30-60
39	CCI/Speer	Cleanfire	53833	Total Metal Jacket +P Lead Free Primer	0.38	158	1000	\$240.69	30-60
40	CCI/Speer	RHT	53375	Frangible Lead Free	0.4	125	1000	\$427.78	30-60
41	CCI/Speer	Cleanfire	53982	Total Metal Jacket, Lead Free Primer	0.4	165	1000	\$267.61	30-60
42	CCI/Speer	Cleanfire	53880	Total Metal Jacket Lead Free Primer	0.4	180	1000	\$267.61	30-60
43	Federal	IRT	AE40N1	Total Metal Jacket, Lead Free Primer	0.4	180	1000	\$283.76	30-60

44	CCI/Speer	RHT	53395	Frangible Lead Free	0.45	155	1000	\$547.56	30-60
45	CCI/Speer	Cleanfire	53885	Total Metal Jacket, Lead Free Primer	0.45	230	1000	\$330.12	30-60
46	Federal	IRT	AE45N1	Total Metal Jacket, Lead Free Primer	0.45	230	1000	\$353.14	30-60
47	CCI/Speer	RHT	53368	Frangible, Lead Free	357 SIG	100	1000	\$475.01	30-60
48	CCI/Speer	Cleanfire	54232	Total Metal Jacket, Lead Free Primer	357 SIG	125	1000	\$315.13	30-60
49	Federal	Hydra-Shok	P380HS 1G	Jacketed Hollow Point	380ACP	90	1000	\$446.67	30-60
50	Federal	Ballisticclean	BC9NT3	Frangible Lead Free	9MM	100	1000	\$415.18	30-60
51	Federal	Ballisticclean	BC40CT 1	Frangible Lead Free	40S&W	125	1000	\$434.86	30-60
52	Federal	Ballisticclean	BC45CT 1	Frangible Lead Free	45ACP	155	1000	\$548.44	30-60
53	Federal	American Eagle	AE380A P	Full Metal Jacket	380ACP	95	1000	\$283.59	30-60
54	Federal	American Eagle	AE9FP	Full Metal Jacket	9MM	147	1000	\$215.98	30-60
55	Federal	American Eagle	AE38K	Full Metal Jacket	38S	130	1000	\$326.85	30-60
56	CCI/Speer	Gold Dot	53606	Bonded Hollow Point	380ACP	90	1000	\$474.05	30-60
57	CCI/Speer	Gold Dot	53921	Bonded Hollow Point +P	38S	135	1000	\$417.98	30-60
58	CCI/Speer	Blazer	3460	Total Metal Jacket, Cleanfire	9MM	124	1000	\$227.15	30-60
59	CCI/Speer	Blazer	3462	Total Metal Jacket, Cleanfire	9MM	147	1000	\$227.15	30-60
60	CCI/Speer	Blazer	3475	Total Metal Jacket, Cleanfire	38S	158	100	\$248.59	30-60
61	CCI/Speer	Blazer	3477	Total Metal Jacket, Cleanfire	40S&W	180	1000	\$268.76	30-60
62	CCI/Speer	Blazer	3480	Total Metal Jacket, Cleanfire	45ACP	230	1000	\$344.15	30-60

62	CCI/Speer	Blazer	3509	Full Metal Jacket	9MM	115	1000	\$192.10	30-60
63	CCI/Speer	Blazer	3578	Full Metal Jacket	9MM	124	1000	\$192.10	30-60
64	CCI/Speer	Blazer	3591	Full Metal Jacket	40S&W	180	1000	\$261.73	30-60
65	CCI/Speer	Blazer	3570	Full Metal Jacket	45ACP	230	1000	\$328.85	30-60
66	CCI/Speer	Lawman	53620	Total Metal Jacket	9MM	147	1000	\$214.48	30-60
67	CCI/Speer	Lawman	53919	Total Metal Jacket	357SIG	125	1000	\$355.46	30-60

CATEGORY B – Rifle Ammunition									
	Manufacturer	Product Name	Product Code	Bullet Style	Caliber	Weight (Grain)	Rounds per Case	Price Per Case	Delivery (ARO)
1	Federal	TRU	T223A	Pointed Soft Point	0.223	55	500	\$257.61	30-60
2	Federal	American Eagle	AE223J	Full Metal Jacket, Boat Tail	0.223	55	500	\$164.52	30-60
3	Federal	TRU	T223E	Boat Tail Hollow Point	0.223	55	500	\$283.22	30-60
4	Federal	TRU	T223T	Ballistic Tip	0.223	55	500	\$272.57	30-60
5	Federal	Tactical	LE223T1	Bonded Soft Point	0.223	55	200	\$232.14	45-60
6	CCI/Speer	Gold Dot	24446	Bonded Soft Point	0.223	55	500	\$276.58	30-60
7	Federal	American Eagle	XM193AF90	Full Metal Jacket, Boat Tail	5.56	55	450	\$153.87	30-60
8	Federal	Tactical	LE223T3	Bonded Soft Point	0.223	62	200	\$232.14	45-60
9	CCI/Speer	Gold Dot	24445SP	Bonded Soft Point	0.223	62	500	\$276.58	30-60
10	Federal	TRU	T223L	Soft Point	0.223	64	500	\$266.54	30-60
11	CCI/Speer	Gold Dot	24475	Bonded Soft Point	0.223	75	500	\$276.58	30-60
12	Federal	Premium	P308F	Ballistic Tip	0.308	150	200	\$223.34	30-60
13	Federal	American Eagle	AE308D	Full Metal Jacket, Boat Tail	0.308	150	500	\$327.16	30-60
14	Federal	Tactical	LE308T1	Bonded Soft Point	0.308	165	200	\$295.49	30-60
15	Federal	Gold Medal	GM308M-500	Boat Tail Hollow Point	0.308	168	500	\$414.39	30-60
16	Federal	American Eagle	A76251M1A	Open Tip Match	0.308	168	200	\$223.82	30-60

17	Federal	Tactical	LE308TT2	Tactical Bonded Tip	0.308	168	200	\$276.37	30-60
18	CCI/Speer	Gold Dot	24458	Bonded Soft Point	0.308	168	500	\$397.97	30-60
19	Federal	Ballisticlean	BC223NT5	Frangible Lead Free	0.223	42	500	\$313.22	60
20	Federal	Ballisticlean	BC223NT5A	Frangible Lead Free	0.223	55	500	\$313.22	60
21	CCI/Speer	Gold Dot	24457	Bonded Soft Point	0.308	150	500	\$425.13	60-90
22	Federal	American Eagle	AE223BK	Full Metal Jacket, Boat Tail	0.223	55	1000	\$329.07	30-60
23	Federal	American Eagle	AE223N	Full Metal Jacket	0.223	62	500	\$219.80	60-90
24	Federal	American Eagle	XM193	Full Metal Jacket, Boat Tail	5.56	55	500	\$164.52	30-60
25	Federal	American Eagle	AE5022	Lead Solid	22LR	40	5000	\$312.39	90-180
26	Federal	Gold Medal	GM223M3	Match Boat Tail Hollow Point	0.223	77	200	\$164.40	30-60
27	Federal	Gold Medal	GM223M-5	Match Boat Tail Hollow Point	0.223	69	500	\$411.01	30-60

CATEGORY C – Shotgun Ammunition									
	Manufacturer	Product Name	Product Code	Bullet Style	Caliber	Pellet Count	Rounds per Case	Price Per Case	Delivery (ARO)
1	Federal	Tactical	LE12700	Plated 00 Buck Shot, Flite Control	12 Gauge, 2-3/4"	9	250	\$132.98	30-60
2	Federal	Tactical	F127RS	Hollow Point Rifled Slug	12 Gauge, 2-3/4"	-	250	\$137.51	30-60
3	Federal	Top Gun	TGL12-7.5	#7.5 Bird Shot	12 Gauge, 2-3/4"	-	250	\$67.49	30-60
4	Federal	Tactical	LE127RS	Slug, Duty, Practice	12 Gauge, 1"	-	250	\$141.45	30-60
5	Federal	Tactical	LE13300	Plated 00 Buck Shot, Flite Control	12 Gauge, 2-3/4"	8	250	\$132.98	30-60
6	Federal	Tactical	LE13200	00 Buck Shot	12 Gauge	9	250	\$132.98	30-60
7	Federal	Tru-Ball	LEB127LRS	Rifled Slug	12 Gauge, 2-3/4"	-	250	\$141.45	30-60
8	Federal	Top Gun	TGL12-8	#8 Shot	12 Gauge, 2-3/4"	-	250	\$67.49	30-60
9	Federal	Tactical	LE132-1B	Plated #1 Buck, Flite Control	12 Gauge	15	250	\$132.98	30-60
10	Federal	Classic	F12700	00 Buck Shot	12 Gauge	9	250	\$137.16	30-60
11	Federal	Tru-Ball	LEB127DPRS	1oz Slug, Deep Penetrator	12 Gauge	-	250	\$199.52	60-90
12	Federal	Gold Medal	T115-8	#8 Birdshot, 1 1/8oz, 2 3/4 DE	12 Gauge	-	250	\$76.66	30-60
13	Federal	Gold Medal	T116-8	#8 Birdshot, 1 1/8oz, 3DE	12 Gauge	-	250	\$76.66	30-60

CATEGORY D – Marking Cartridges								
	Manufacturer	Product Name	Product Code	Bullet Style	Caliber	Rounds per Case	New Price	Delivery (ARO)
1	Force on Force	FOF	FF9R2	Red Marking Cartridges	9MM	500	\$246.90	30
2	Force on Force	FOF	FF9B2	Blue Marking Cartridges	9MM	500	\$246.90	30
3	Force on Force	FOF	FF9Y2	Yellow Marking Cartridges	9MM	500	\$246.90	30
4	Force on Force	FOF	FF9W2	White Marking Cartridges	9MM	500	\$246.90	30
5	Force on Force	FOF	FF9G2	Green Marking Cartridges	9MM	500	\$246.90	30
6	Force on Force	FOF	FF556R1	Red Marking Cartridges	0.223	500	\$302.88	30
7	Force on Force	FOF	FF556B1	Blue Marking Cartridges	0.223	500	\$302.88	30
8	Force on Force	FOF	FF556Y1	Yellow Marking Cartridges	0.223	500	\$302.88	30
9	Force on Force	FOF	FF556W1	White Marking Cartridges	0.223	500	\$302.88	30
10	Force on Force	FOF	FF556G1	Green Marking Cartridges	0.223	500	\$302.88	30
11	Force on Force	FOF	FF556BCG	Conversion Bolt	0.223	1	\$242.68	5-7
12	Force on Force	FOF	FF9NM2	Non-Marking Cartridges	9MM	500	\$246.90	30
13	Force on Force	FOF	FF9BLK2	Blank Round	9MM	500	\$238.45	30
14	Force on Force	FOF	FF556NM2	Non-Marking Round	5.56	500	\$302.88	30
15	Simunition	FX	5320761	Red Marking Cartridges	9MM	500	\$253.41	30
16	Simunition	FX	5320762	Blue Marking Cartridges	9MM	500	\$253.41	30
17	Simunition	FX	5320764	Yellow Marking Cartridges	9MM	500	\$253.41	30
18	Simunition	FX	5320766	White Marking Cartridges	9MM	500	\$253.41	30

19	Simunition	FX	5320763	Orange Marking Cartridges	9MM	500	\$253.41	30
20	Simunition	FX	5320765	Green Marking Cartridges	9MM	500	\$253.41	30
21	Simunition	FX	5501001	Red Marking Cartridges	0.38	500	\$314.66	30
22	Simunition	FX	5501002	Blue Marking Cartridges	0.38	500	\$314.66	30
23	Simunition	FX	5359101	Red Marking Cartridges	0.223	500	\$355.85	30
24	Simunition	FX	5359102	Blue Marking Cartridges	0.223	500	\$355.85	30
25	Simunition	FX	5359104	Yellow Marking Cartridges	0.223	500	\$355.85	30
26	Simunition	FX	5359106	White Marking Cartridges	0.223	500	\$355.85	30
27	Simunition	FX	5308990	Bolt	0.223	1	\$300.94	30
28	Simunition	FX	5320779	Non-Marking Cartridges	9MM	500	\$257.63	30
29	Simunition	Securiblack	5306001	Securiblanks, Loud	9MM	500	\$196.39	30
30	Simunition	FX	5359109	Non-Marking Cartridges	5.56	500	\$342.12	30-45
31	Simunition	Securiblack	5359108	Securiblanks, Loud	5.56	500	\$355.85	30-45
32	Simunition	Secruiblack	5306005	Securiblanks, Quiet	9MM	500	\$196.39	30-45

State of Washington
Contracts & Procurement Division
Department of Enterprise Services
P.O. Box 41411
Olympia, WA 98504-1411

San Diego Police Equipment Company, Inc.
8205-A Ronson Road
San Diego, CA 92111

**FIFTH AMENDMENT
TO
CONTRACT NO. 02616
AMMUNITION**

This Fifth Amendment ("Amendment") to Contract No. 02616 is made and entered into by and between the State of Washington acting by and through the Department of Enterprise Services, a Washington State governmental agency ("State") and San Diego Police Equipment Company, Inc., a California Company ("Contractor") and is dated as of May 31, 2021.

RECITALS

- A. State and Contractor (collectively the "Parties") entered into that certain Contract No. 02616 for Ammunition dated effective as of January 1, 2017 ("Contract").
- B. The Parties previously amended the Contract four times.
 - a. Amendment 1 effective July 1, 2017 (Vendor Management Fee)
 - b. Amendment 2 effective January 7, 2018 (Economic Adjustment)
 - c. Amendment 3 effective February 1, 2019 (Economic Adjustment)
 - d. Amendment 4 effective February 1, 2021 (Economic Adjustment)
- C. The amendment set forth herein is within the scope of the Contract.
- D. The Parties now desire to amend the Contract as set forth herein.

AGREEMENT

NOW THEREFORE, in consideration of the mutual covenants and agreements set forth herein, the Parties hereby agree to amend the Contract, as previously amended, as follows:

- 1. REMOVAL PRODUCTS. Category D- Marketing Cartridges of the Contract is hereby amended by deleting the Force to Force products in its entirety.
- 2. NO CHANGE OTHER THAN AMENDMENT. Except as amended herein, the Contract is unaffected and remains in full force and effect.
- 3. INTEGRATED AGREEMENT; MODIFICATION. This Amendment constitutes the entire agreement and understanding of the Parties with respect to the subject matter and supersedes all prior negotiations and representations. In the event of any conflict between this Amendment and the

Contract or any earlier amendment, this Amendment shall control and govern. This Amendment may not be modified except in writing signed by the Parties.

4. **AUTHORITY.** Each party to this Amendment, and each individual signing on behalf of each party, hereby represents and warrants to the other that it has full power and authority to enter into this Amendment and that its execution, delivery, and performance of this Amendment has been fully authorized and approved, and that no further approvals or consents are required to bind such party.
5. **ELECTRONIC SIGNATURES.** A signed copy of this Amendment or any other ancillary agreement transmitted by facsimile, email, or other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original executed copy of this Amendment or such other ancillary agreement for all purposes.
6. **COUNTERPARTS.** This Amendment may be executed in one or more counterparts, each of which shall be deemed an original, and all of which counterparts together shall constitute the same instrument which may be sufficiently evidenced by one counterpart. Execution of this Amendment at different times and places by the parties shall not affect the validity thereof so long as all the parties hereto execute a counterpart of this Amendment.

EXECUTED AND EFFECTIVE as of the day and date first above written.

**SAN DIEGO POLICE EQUIPMENT COMPANY, INC.,
A CALIFORNIA COMPANY**

By: _____

Name: Ryan King

Title: Sales Manager

Date: _____



**STATE OF WASHINGTON
DEPARTMENT OF ENTERPRISE SERVICES**

By: _____

Name: Breann Aggers

Title: Contracts Specialist Date: _____

5/25/21



State of Washington
Contracts & Procurement Division
Department of Enterprise Services
P.O. Box 41411
Olympia, WA 98504-1411

San Diego Police Equipment Company, Inc.
8205-A Ronson Road
San Diego, CA 92111

**SIXTH AMENDMENT
TO
CONTRACT NO. 02616
AMMUNITION**

This Sixth Amendment ("Amendment") to Contract No. 02616 is made and entered into by and between the State of Washington acting by and through the Department of Enterprise Services, a Washington State governmental agency ("State") and San Diego Police Equipment Company, Inc., a California Company ("Contractor") and is dated as of March 1, 2022.

RECITALS

- A. State and Contractor (collectively the "Parties") entered into that certain Contract No. 02616 for Ammunition dated effective as of January 1, 2017 ("Contract").
- B. The Parties previously amended the Contract five times.
 - a. Amendment 1 effective July 1, 2017 (Vendor Management Fee Language Change)
 - b. Amendment 2 effective January 7, 2018 (Vendor Management Fee Pricing Adjustment)
 - c. Amendment 3 effective February 1, 2019 (Economic Price Adjustment)
 - d. Amendment 4 effective February 1, 2021 (Economic Price Adjustment)
 - e. Amendment 5 effective May 31, 2021 (Product Removal)
- C. The Amendment set forth herein is within the scope of the Contract.
- D. The Parties now desire to amend the Contract as set forth herein.

AGREEMENT

NOW THEREFORE, in consideration of the mutual covenants and agreements set forth herein, the Parties hereby agree to amend the Contract, as previously amended, as follows:

- 1. **PRICE ADJUSTMENT LANGUAGE.** *Section 3.3- ECONOMIC PRICE ADJUSTMENT ("EPA")* and *Section 3.4- PRICE CEILING* are hereby amended by deleting the sections in their entirety and replaced with the following:
 - 1.1. **SECTION 3.3 ECONOMIC PRICE ADJUSTMENT ("EPA").** Pricing will remain firm and fixed for the initial term of the Contract. The prices set forth in *Exhibit A* may be adjusted annually at Contractor request, based upon the percent changes (whether up or down) in the United States Department of Labor, Bureau of Labor and Statistics ("BLS") Price Product Indices ("PPI") for the most recent year. See Section 3.3.2 EPA Calculation Process for Indices. In the event of a pricing dispute, Contractor must continue to provide products at current prices until new pricing is agreed upon.

Incidental charges (minimum order fee, shipping, express shipping, lift gate fee, etc.) are not eligible for an annual price adjustment based on PPI.

1.1.1. Section 3.3.1 CRITERIA FOR VALID EPA REQUEST. The Contractor must meet the following criteria in order to submit a valid EPA request:

- a. **REQUEST PERIOD.** The EPA request must be sent by the Contractor within a two (2) month period between October 15 and December 15 to be eligible for an EPA on the following February 1. Requests made on or after December 16 are subject to State approval via DES and may be deemed an invalid request.
- b. **WRITTEN EMAIL TO ASSIGNED STATE EMPLOYEE.** The EPA request must be a written email sent by the Contractor to the DES Primary Contact or their designee (listed on the DES website at the Ammunition Contract #02616 Contract Summary Page). Contractor may contact the State via The Contracts Resource Center (currently available at 360-407-2210) if Contractor is unable to determine the DES Primary Contact.
- c. **GOOD STANDING.** Contractor must be in good standing by reasonably performing Contract obligations and being up to date on VMF payments.

1.1.2. SECTION 3.3.2 EPA CALCULATION PROCESS. All calculations for the index shall be based upon the latest version of final data published as of November each year (preliminary data will not be used). Prices shall be adjusted annually on February 1 provided the Contractor successfully submits an EPA request. If an index is recoded, and the replacement is a direct substitute according to the BLS, this Contract will instead use the recode. If an index becomes unavailable, Enterprise Services shall substitute a proxy index. If there is not a direct substitute, the next higher aggregate index available will be used. The economic adjustment shall be calculated as follows

$$\text{New Price} = \text{Old Price} \times (\text{Current Period Index} / \text{Base Period Index}).$$

The following final data from this US BLS index will be inserted in the formula above:

Small Arms Ammunition Manufacturing	PCU332992332992
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A Period Index is defined as the annual average.

1.2. SECTION 3.4 PRICE CEILING. Although Contractor may offer lower prices to Purchasers, during the term of this Master Contract, Contractor guarantees to provide the Goods/Services at no greater than the prices set forth in *Exhibit A – Prices for Goods/Services* subject to Economic Price Adjustment as set forth herein.

1.2.1. SECTION 3.4.1 TEMPORARY PRICE ADJUSTMENT. Notwithstanding any provision to the contrary, upon written request by Contractor, Enterprise Services will review, evaluate, and, as appropriate in its sole determination, approve temporary price adjustments pertaining to Master Contract goods/services impacted by unexpected costs that are beyond the Master Contract's applicable price adjustment procedures, if any; *Provided*, however, that:

- (a) Contractor must request such temporary price adjustment in writing and set forth the unexpected costs that are adversely impacting Contractor's specific Master Contract goods/services;
- (b) The unexpected costs must be unanticipated, beyond the reasonable control of Contractor, and impacting Contractor's industry/market segment (if the unexpected costs only are impacting Contractor and not its competitors, there will be no temporary price adjustment);

- (c) The unexpected costs must not be part of any other price adjustment (e.g., a PPI inflation adjustment) allowed or provided by the Master Contract and, if granted by Enterprise Services, the impact of any temporary price adjustment will be considered by Enterprise Services and factored into any other price adjustments as allowed or provided by the Master Contract;
- (d) Contractor must propose to Enterprise Services a reasonable, temporary price adjustment that, based on a material input percentage basis (or similar appropriate metric) for the goods/services equitably aligns Master Contract prices for impacted goods/services with the Master Contract's allocation of risk/return (e.g., Contractor's margin);
- (e) Contractor must document to Enterprise Services that Contractor already has implemented equivalent or greater price adjustments for Contractor's goods/services to other non-affiliated customers outside of the Master Contract based on the unexpected costs identified to Enterprise Services;
- (f) Contractor, acting in good faith, also must evaluate and, as appropriate, propose temporary price adjustments if costs for Contractor's Master Contract goods/services have unexpectedly decreased;
- (g) Enterprise Services, acting in good faith, will have sole discretion to approve the scope, amount, and duration of any temporary price adjustment;
- (h) Any such temporary price adjustment will be temporary and will include a stated period that will not exceed 180 days (Contractor, if circumstances warrant, may seek a subsequent temporary price adjustment);
- (i) Temporary Price Adjustments shall operate outside the amendment process. The power to approve, rescind, reapprove, and adjust prices shall be done in writing via email between the State's approved DES designee and Contractor; and
- (j) Unless and until a temporary price adjustment is approved in writing by Enterprise Services, Contractor will not adjust Master Contract prices.

2. **PRICE ADJUSTMENT.** Prices are hereby amended to reflect a +6.4% EPA in line with PPI. The previous Exhibit A – Prices for Goods/Services is deleted in its entirety and replaced with Exhibit A: Revised 3/1/22. The items listed in Exhibit A are amended to reflect updated pricing.
3. **PRODUCT REMOVAL.** The following items have been discontinued by the manufacturer and will therefore be removed from Exhibit A: Federal Tactical Plated #1 Buck, Flite Control (LE132-1B), Federal Gold Medal #8 Birdshot, 1 1/8oz, 2 3/4 DE (T115-8), and Federal Gold Medal #8 Birdshot, 1 1/8 oz, 3DE (T116-8).
4. **NO CHANGE OTHER THAN AMENDMENT.** Except as amended herein, the Contract is unaffected and remains in full force and effect.
5. **INTEGRATED AGREEMENT; MODIFICATION.** This Amendment constitutes the entire agreement and understanding of the Parties with respect to the subject matter and supersedes all prior negotiations and representations. In the event of any conflict between this Amendment and the Contract or any earlier amendment, this Amendment shall control and govern. This Amendment may not be modified except in writing signed by the Parties.
6. **AUTHORITY.** Each party to this Amendment, and each individual signing on behalf of each party, hereby represents and warrants to the other that it has full power and authority to enter into this

Amendment and that its execution, delivery, and performance of this Amendment has been fully authorized and approved, and that no further approvals or consents are required to bind such party.

7. **ELECTRONIC SIGNATURES.** A signed copy of this Amendment or any other ancillary agreement transmitted by facsimile, email, or other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original executed copy of this Amendment or such other ancillary agreement for all purposes.
8. **COUNTERPARTS.** This Amendment may be executed in one or more counterparts, each of which shall be deemed an original, and all of which counterparts together shall constitute the same instrument which may be sufficiently evidenced by one counterpart. Execution of this Amendment at different times and places by the parties shall not affect the validity thereof so long as all the parties hereto execute a counterpart of this Amendment.

EXECUTED AND EFFECTIVE as of the day and date first above written.

**SAN DIEGO POLICE EQUIPMENT COMPANY, INC.,
A CALIFORNIA COMPANY**

By: *Ryan King*
Ryan King (Mar 1, 2022 11:33 PST)
Name: Ryan King
Title: Sales Manager
Date: 3/1/2022

**STATE OF WASHINGTON
DEPARTMENT OF ENTERPRISE SERVICES**

By: *Nick Ioanna*
Name: Nick Ioanna
Title: Procurement Supervisor
Date: 3.1.22

EXHIBIT A: REVISED 3/1/22**PRODUCTS COVERED****CATEGORY A – HANDGUN AMMUNITION**

	Manufacturer	Product Name	Product Code	Bullet Style	Caliber	Weight (Grain)	Rounds per Case	Price Per Case	Delivery (ARO)
1	Federal	American Eagle	AE9DP	Full Metal Jacket	9MM	115	1000	\$212.27	30-60
2	CCI/Speer	Lawman	53650	Total Metal Jacket	9MM	115	1000	\$205.41	30-60
3	Federal	Classic	9BP	Jacketed Hollow Point	9MM	115	1000	\$235.86	30-60
4	Federal	American Eagle	AE9AP	Full Metal Jacket	9MM	124	1000	\$212.27	30-60
5	CCI/Speer	Gold Dot	53618	Bonded Hollow Point	9MM	124	1000	\$389.56	30-60
6	Federal	HST	P9HST3	Jacketed Hollow Point +P	9MM	124	1000	\$339.47	30-60
7	Federal	HST	P9HST1	Jacketed Hollow Point	9MM	124	1000	\$339.47	30-60
8	CCI/Speer	Lawman	53651	Total Metal Jacket	9MM	124	1000	\$205.41	30-60
9	CCI/Speer	Gold Dot	53617	Bonded Hollow Point +P	9MM	124	1000	\$389.56	30-60
10	Federal	HST	P9HST2	Jacketed Hollow Point	9MM	147	1000	\$339.47	30-60
11	CCI/Speer	Gold Dot	54226	G2	9MM	147	1000	\$429.11	30-60
12	CCI/Speer	Gold Dot	53720	Bonded Hollow Point	38 SPL	125	1000	\$395.97	30-60
13	CCI/Speer	Gold Dot	53949	Bonded Hollow Point	0.4	165	1000	\$429.13	30-60
14	Federal	HST	P40HST3	Jacketed Hollow Point	0.4	165	1000	\$370.57	30-60
15	CCI/Speer	Lawman	53981	Total Metal Jacket	0.4	165	1000	\$266.74	30-60
16	Federal	American Eagle	AE40R3	Full Metal Jacket	0.4	165	1000	\$280.68	30-60
17	CCI/Speer	Lawman	53652	Total Metal Jacket	0.4	180	1000	\$266.74	30-60
18	Federal	HST	P40HST1	Jacketed Hollow Point	0.4	180	1000	\$370.46	30-60
19	CCI/Speer	Gold Dot	53962	Bonded Hollow Point	0.4	180	1000	\$429.13	30-60
20	CCI/Speer	Gold Dot	53999	G2	0.4	180	1000	\$449.32	30-60

	Manufacturer	Product Name	Product Code	Bullet Style	Caliber	Weight (Grain)	Rounds per Case	Price Per Case	Delivery (ARO)
21	Federal	Classic	45C	Jacketed Hollow Point	0.45	185	1000	\$408.77	30-60
22	CCI/Speer	Gold Dot	53969	Bonded Hollow Point +P	0.45	200	1000	\$454.17	30-60
23	Federal	American Eagle	AE45A	Full Metal Jacket	0.45	230	1000	\$335.43	30-60
24	CCI/Speer	Lawman	53653	Total Metal Jacket	0.45	230	1000	\$309.11	30-60
25	Federal	Classic	45D	Jacketed Hollow Point	0.45	230	1000	\$358.31	30-60
26	CCI/Speer	Gold Dot	53966	Bonded Hollow Point	0.45	230	1000	\$454.17	30-60
27	Federal	HST	P45HST2	Jacketed Hollow Point	0.45	230	1000	\$412.49	30-60
28	Federal	HST	P45HST1	Jacketed Hollow Point +P	0.45	230	1000	\$412.49	30-60
29	CCI/Speer	Gold Dot	54256	G2	0.45	230	1000	\$487.88	30-60
30	CCI/Speer	Gold Dot	54234	Bonded Hollow Point	357 SIG	125	1000	\$466.07	30-60
31	Federal	HST	P357SHST1	Jacketed Hollow Point	357 SIG	125	1000	\$433.94	30-60
32	Federal	Classic	C357B	Jacketed Hollow Point	357 M	125	500	\$406.76	30-60
33	Federal	HST	P380HST1	Jacketed Hollow Point	0.38	99	1000	\$448.43	30-60
34	CCI/Speer	Lawman	53608	Total Metal Jacket	0.38	95	1000	\$325.68	30-60
35	CCI/Speer	RHT	53365	Frangible Lead Free	9MM	100	1000	\$409.91	30-60
36	Federal	IRT	AE9N1	Total Metal Jacket, Lead Free Primer	9MM	124	1000	\$232.70	30-60
37	CCI/Speer	Cleanfire	53824	Total Metal Jacket Lead Free Primer	9MM	124	1000	\$217.09	30-60
38	CCI/Speer	Cleanfire	53826	Total Metal Jacket, Lead Free Primer	9MM	147	1000	\$217.09	30-60
39	CCI/Speer	Cleanfire	53833	Total Metal Jacket +P Lead Free Primer	0.38	158	1000	\$256.09	30-60
40	CCI/Speer	RHT	53375	Frangible Lead Free	0.4	125	1000	\$455.16	30-60

	Manufacturer	Product Name	Product Code	Bullet Style	Caliber	Weight (Grain)	Rounds per Case	Price Per Case	Delivery (ARO)
41	CCI/Speer	Cleanfire	53982	Total Metal Jacket, Lead Free Primer	0.4	165	1000	\$284.74	30-60
42	CCI/Speer	Cleanfire	53880	Total Metal Jacket Lead Free Primer	0.4	180	1000	\$284.74	30-60
43	Federal	IRT	AE40N1	Total Metal Jacket, Lead Free Primer	0.4	180	1000	\$301.92	30-60
44	CCI/Speer	RHT	53395	Frangible Lead Free	0.45	155	1000	\$582.60	30-60
45	CCI/Speer	Cleanfire	53885	Total Metal Jacket, Lead Free Primer	0.45	230	1000	\$351.25	30-60
46	Federal	IRT	AE45N1	Total Metal Jacket, Lead Free Primer	0.45	230	1000	\$375.74	30-60
47	CCI/Speer	RHT	53368	Frangible, Lead Free	357 SIG	100	1000	\$505.41	30-60
48	CCI/Speer	Cleanfire	54232	Total Metal Jacket, Lead Free Primer	357 SIG	125	1000	\$335.30	30-60
49	Federal	Hydra-Shok	P380HS1G	Jacketed Hollow Point	380ACP	90	1000	\$475.26	30-60
50	Federal	Ballisticlean	BC9NT3	Frangible Lead Free	9MM	100	1000	\$441.75	30-60
51	Federal	Ballisticlean	BC40CT1	Frangible Lead Free	40S&W	125	1000	\$462.69	30-60
52	Federal	Ballisticlean	BC45CT1	Frangible Lead Free	45ACP	155	1000	\$583.54	30-60
53	Federal	American Eagle	AE380AP	Full Metal Jacket	380ACP	95	1000	\$301.74	30-60
54	Federal	American Eagle	AE9FP	Full Metal Jacket	9MM	147	1000	\$229.80	30-60
55	Federal	American Eagle	AE38K	Full Metal Jacket	38S	130	1000	\$347.77	30-60
56	CCI/Speer	Gold Dot	53606	Bonded Hollow Point	380ACP	90	1000	\$504.39	30-60
57	CCI/Speer	Gold Dot	53921	Bonded Hollow Point +P	38S	135	1000	\$444.73	30-60
58	CCI/Speer	Blazer	3460	Total Metal Jacket, Cleanfire	9MM	124	1000	\$241.69	30-60
59	CCI/Speer	Blazer	3462	Total Metal Jacket, Cleanfire	9MM	147	1000	\$241.69	30-60

	Manufacturer	Product Name	Product Code	Bullet Style	Caliber	Weight (Grain)	Rounds per Case	Price Per Case	Delivery (ARO)
60	CCI/Speer	Blazer	3475	Total Metal Jacket, Cleanfire	38S	158	100	\$264.50	30-60
61	CCI/Speer	Blazer	3477	Total Metal Jacket, Cleanfire	40S&W	180	1000	\$285.96	30-60
62	CCI/Speer	Blazer	3480	Total Metal Jacket, Cleanfire	45ACP	230	1000	\$366.18	30-60
62	CCI/Speer	Blazer	3509	Full Metal Jacket	9MM	115	1000	\$204.39	30-60
63	CCI/Speer	Blazer	3578	Full Metal Jacket	9MM	124	1000	\$204.39	30-60
64	CCI/Speer	Blazer	3591	Full Metal Jacket	40S&W	180	1000	\$278.48	30-60
65	CCI/Speer	Blazer	3570	Full Metal Jacket	45ACP	230	1000	\$349.90	30-60
66	CCI/Speer	Lawman	53620	Total Metal Jacket	9MM	147	1000	\$228.21	30-60
67	CCI/Speer	Lawman	53919	Total Metal Jacket	357SIG	125	1000	\$378.21	30-60

CATEGORY B – Rifle Ammunition

	Manufacturer	Product Name	Product Code	Bullet Style	Caliber	Weight (Grain)	Rounds per Case	Price Per Case	Delivery (ARO)
1	Federal	TRU	T223A	Pointed Soft Point	0.223	55	500	\$274.10	30-60
2	Federal	American Eagle	AE223J	Full Metal Jacket, Boat Tail	0.223	55	500	\$175.05	30-60
3	Federal	TRU	T223E	Boat Tail Hollow Point	0.223	55	500	\$301.35	30-60
4	Federal	TRU	T223T	Ballistic Tip	0.223	55	500	\$290.01	30-60
5	Federal	Tactical	LE223T1	Bonded Soft Point	0.223	55	200	\$247.00	45-60
6	CCI/Speer	Gold Dot	24446	Bonded Soft Point	0.223	55	500	\$294.28	30-60
7	Federal	American Eagle	XM193AF90	Full Metal Jacket, Boat Tail	5.56	55	450	\$163.72	30-60
8	Federal	Tactical	LE223T3	Bonded Soft Point	0.223	62	200	\$247.00	45-60
9	CCI/Speer	Gold Dot	24445SP	Bonded Soft Point	0.223	62	500	\$294.28	30-60
10	Federal	TRU	T223L	Soft Point	0.223	64	500	\$283.60	30-60
11	CCI/Speer	Gold Dot	24475	Bonded Soft Point	0.223	75	500	\$294.28	30-60

	Manufacturer	Product Name	Product Code	Bullet Style	Caliber	Weight (Grain)	Rounds per Case	Price Per Case	Delivery (ARO)
12	Federal	Premium	P308F	Ballistic Tip	0.308	150	200	\$237.63	30-60
13	Federal	American Eagle	AE308D	Full Metal Jacket, Boat Tail	0.308	150	500	\$348.10	30-60
14	Federal	Tactical	LE308T1	Bonded Soft Point	0.308	165	200	\$314.40	30-60
15	Federal	Gold Medal	GM308M-500	Boat Tail Hollow Point	0.308	168	500	\$440.91	30-60
16	Federal	American Eagle	A76251M1A	Open Tip Match	0.308	168	200	\$238.14	30-60
17	Federal	Tactical	LE308TT2	Tactical Bonded Tip	0.308	168	200	\$294.06	30-60
18	CCI/Speer	Gold Dot	24458	Bonded Soft Point	0.308	168	500	\$423.44	30-60
19	Federal	Ballisticlean	BC223NT5	Frangible Lead Free	0.223	42	500	\$333.27	60
20	Federal	Ballisticlean	BC223NT5A	Frangible Lead Free	0.223	55	500	\$333.27	60
21	CCI/Speer	Gold Dot	24457	Bonded Soft Point	0.308	150	500	\$452.34	60-90
22	Federal	American Eagle	AE223BK	Full Metal Jacket, Boat Tail	0.223	55	1000	\$350.13	30-60
23	Federal	American Eagle	AE223N	Full Metal Jacket	0.223	62	500	\$233.87	60-90
24	Federal	American Eagle	XM193	Full Metal Jacket, Boat Tail	5.56	55	500	\$175.05	30-60
25	Federal	American Eagle	AE5022	Lead Solid	22LR	40	5000	\$332.38	90-180
26	Federal	Gold Medal	GM223M3	Match Boat Tail Hollow Point	0.223	77	200	\$174.92	30-60
27	Federal	Gold Medal	GM223M-5	Match Boat Tail Hollow Point	0.223	69	500	\$437.31	30-60

CATEGORY C – Shotgun Ammunition

	Manufacturer	Product Name	Product Code	Bullet Style	Caliber	Pellet Count	Rounds per Case	Price Per Case	Delivery (ARO)
1	Federal	Tactical	LE12700	Plated 00 Buck Shot, Flite Control	12 Gauge, 2-3/4"	9	250	\$141.49	30-60
2	Federal	Tactical	F127RS	Hollow Point Rifled Slug	12 Gauge, 2-3/4"	-	250	\$146.31	30-60
3	Federal	Top Gun	TGL12-7.5	#7.5 Bird Shot	12 Gauge, 2-3/4"	-	250	\$71.81	30-60
4	Federal	Tactical	LE127RS	Slug, Duty, Practice	12 Gauge, 1"	-	250	\$150.50	30-60
5	Federal	Tactical	LE13300	Plated 00 Buck Shot, Flite Control	12 Gauge, 2-3/4"	8	250	\$141.49	30-60
6	Federal	Tactical	LE13200	00 Buck Shot	12 Gauge	9	250	\$141.49	30-60
7	Federal	Tru-Ball	LEB127LRS	Rifled Slug	12 Gauge, 2-3/4"	-	250	\$150.50	30-60
8	Federal	Top Gun	TGL12-8	#8 Shot	12 Gauge, 2-3/4"	-	250	\$71.81	30-60
9	Federal	Classic	F12700	00 Buck Shot	12 Gauge	9	250	\$145.94	30-60
10	Federal	Tru-Ball	LEB127DPRS	1oz Slug, Deep Penetrator	12 Gauge	-	250	\$212.29	60-90

CATEGORY D – Marking Cartridges

	Manufacturer	Product Name	Product Code	Bullet Style	Caliber	Rounds per Case	Price Per Case	Delivery (ARO)
1	Simunition	FX	5320761	Red Marking Cartridges	9MM	500	\$269.63	30
2	Simunition	FX	5320762	Blue Marking Cartridges	9MM	500	\$269.63	30

	Manufacturer	Product Name	Product Code	Bullet Style	Caliber	Rounds per Case	Price Per Case	Delivery (ARO)
3	Simunition	FX	5320764	Yellow Marking Cartridges	9MM	500	\$269.63	30
4	Simunition	FX	5320766	White Marking Cartridges	9MM	500	\$269.63	30
5	Simunition	FX	5320763	Orange Marking Cartridges	9MM	500	\$269.63	30
6	Simunition	FX	5320765	Green Marking Cartridges	9MM	500	\$269.63	30
7	Simunition	FX	5501001	Red Marking Cartridges	0.38	500	\$334.80	30
8	Simunition	FX	5501002	Blue Marking Cartridges	0.38	500	\$334.80	30
9	Simunition	FX	5359101	Red Marking Cartridges	0.223	500	\$378.62	30
10	Simunition	FX	5359102	Blue Marking Cartridges	0.223	500	\$378.62	30
11	Simunition	FX	5359104	Yellow Marking Cartridges	0.223	500	\$378.62	30
12	Simunition	FX	5359106	White Marking Cartridges	0.223	500	\$378.62	30
13	Simunition	FX	5308990	Bolt	0.223	1	\$320.20	30
14	Simunition	FX	5320779	Non-Marking Cartridges	9MM	500	\$274.12	30
15	Simunition	Securiblack	5306001	Securiblacks, Loud	9MM	500	\$208.96	30
16	Simunition	FX	5359109	Non-Marking Cartridges	5.56	500	\$364.02	30-45
17	Simunition	Securiblack	5359108	Securiblacks, Loud	5.56	500	\$378.62	30-45
18	Simunition	Securiblack	5306005	Securiblacks, Quiet	9MM	500	\$208.96	30-45

02616_AMD6_SDPE

Final Audit Report

2022-03-01

Created:	2022-03-01
By:	Brad Strinfellow (Brad.Stringfellow@des.wa.gov)
Status:	Signed
Transaction ID:	CBJCHBCAABAAAdWMqBeYHgl0NRdN8GNmFs0hScgPXaovs

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Staff Report 030-21

TO: Mayor and City Council

FROM: Eric Holmes, City Manager

DATE: 2/22/2021

SUBJECT Ammunition Purchase for Vancouver Police Department

Key Points

- The City purchases ammunition for the Vancouver Police Department (VPD) under a Washington State Contract.
- Purchases are expected to exceed the current \$300,000 threshold, requiring Council approval.
- Ammunition remains difficult to purchase and receive on-demand. This requires VPD to maintain a supply onhand and plan/purchase supplies about a year in advance.

Strategic Plan Alignment

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

Present Situation

The City purchases ammunition through San Diego Police Equipment under Washington State Contract #02616. Purchases are expected to exceed the current \$300,000 threshold, requiring Council approval. The raising of this threshold to a maximum of \$700,000 for the next additional three years, ending December 31, 2023, will enable Vancouver Police Department to continue to purchase ammunition in a quick manner while taking advantage of the Washington State Contract's competitive pricing.

Advantage(s)

1. Utilizes an existing contract through Washington State that is good through December 31, 2023, to take advantage of competitive pricing.
2. Ensures VPD has sufficient ammunition on hand.

Disadvantage(s)

None

Budget Impact

None. Appropriation was approved through the 2021-2022 Biennial Budget. VPD has spent on average \$145,000 per year on ammunitions.

Prior Council Review

None

Action Requested

Authorize the City Manager or his designee to continue to purchase ammunition from San Diego Police Equipment of San Diego, CA, under Washington State Contract #02616, up to a maximum of \$700,000 through December 31, 2023.

James McElvain, Vancouver Police Chief, 360-487-7473; Daphine Harris, VPD Finance and Logistics Supervisor, 360-487-7498

ATTACHMENTS:

- ▣ Master Contract No. 02616

MASTER CONTRACT

No. 02616

AMMUNITION

For Use by Eligible Purchasers

By and Between

**STATE OF WASHINGTON
DEPARTMENT OF ENTERPRISE SERVICES**

and

SAN DIEGO POLICE EQUIPMENT COMPANY, INC.

Dated January 1, 2017

MASTER CONTRACT

No. 02616

AMMUNITION

This Master Contract ("Master Contract") is made and entered into by and between the State of Washington acting by and through the Department of Enterprise Services, a Washington State governmental agency ("Enterprise Services") and San Diego Police Equipment Company, Inc. a California Corporation ("Contractor") and is dated as of January 1, 2017.

RECITALS

- A. Pursuant to Legislative direction codified in RCW chapter 39.26, Enterprise Services, on behalf of the State of Washington, is authorized to develop, solicit, and establish master contracts for goods and/or services for general use by Washington state agencies and certain other entities (eligible purchasers).
- B. On behalf of the State of Washington, Enterprise Services, as part of a competitive governmental procurement, issued Invitation For Bid No. 02616 dated September 14, 2016 regarding Ammunition.
- C. Enterprise Services evaluated all responses to the Invitation For Bid and identified Contractor as an apparent successful bidder.
- D. Enterprise Services has determined that entering into this Master Contract will meet the identified needs and be in the best interest of the State of Washington.
- E. The purpose of this Master Contract is to enable eligible purchasers to purchase the goods and/or services as set forth herein.

AGREEMENT

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

- 1. **TERM.** The term of this Master Contract is fixed for seventy-two (72) months commencing January 1, 2017 and ending December 31, 2023.
- 2. **ELIGIBLE PURCHASERS.** This Master Contract may be utilized by any of the following types of entities ("Purchaser"):
 - 2.1. **WASHINGTON STATE AGENCIES.** This Master Contract may be utilized by:
 - Washington state agencies, departments, offices, divisions, boards, and commission; and
 - Any of the following institutions of higher education: state universities, regional universities, state college, community colleges, and technical colleges.
 - 2.2. **MCUA PARTIES.** This Master Contract also may be utilized by any of the following types of entities that have executed a Master Contract Usage Agreement with Enterprise Services:
 - Political subdivisions (e.g., counties, cities, school districts, public utility districts);

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

3. SCOPE – INCLUDED GOODS, PRICE, AND SPECIFICATIONS.

3.1. CONTRACT SCOPE. Pursuant to this Master Contract, Contractor is authorized to sell only those goods and/or services set forth in *Exhibit A – Included Goods* for the prices also set forth in *Exhibit A*. Contractor shall not represent to any Purchaser under this Master Contract that Contractor has contractual authority to sell any goods and/or services beyond those set forth in *Exhibit A – Included Goods/Services*. Goods must conform to the specifications set forth in *Exhibit B – Ammunition Specifications*.

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

3.3. ECONOMIC ADJUSTMENT. Pricing will remain firm and fixed for the initial term of the contract. After twenty-four (24) months, the prices set forth in *Exhibit B* shall be adjusted, based upon the percent changes (whether up or down) in the United States Department of Labor, Bureau of Labor and Statistics (BLS) indices described below, for the most recent year. Economic adjustment will lag one (1) calendar quarter past the Contract commencement date to allow for publication of BLS data. All calculations for the index shall be based upon the latest version of final data published as of November each year (preliminary data will not be used). Prices shall be adjusted on February 1, 2019 and annually on February 1 thereafter. If an index is recoded, and the replacement is a direct substitute according to the BLS, this Contract will instead use the recode. If an index becomes unavailable, Enterprise Services shall substitute a proxy index. If there is not a direct substitute, the next higher aggregate index available will be used. The economic adjustment shall be calculated as follows:

$$\text{New Price} = \text{Old Price} \times (\text{Current Period Index} / \text{Base Period Index}).$$

The following final data from this US BLS index will be inserted in the formula above:	
Small arms ammunition mfg.	PCU3329923329920

3.4. PRICE CEILING. Although Contractor may offer lower prices to Purchasers, during the term of this Master Contract, Contractor guarantees to provide the Goods/Services at no greater than the prices set forth in *Exhibit B – Prices for Goods/Services* (subject to economic adjustment as set forth herein).

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

- 4. CONTRACTOR REPRESENTATIONS AND WARRANTIES.** Contractor makes each of the following representations and warranties as of the effective date of this Master Contract and at the time any order is placed pursuant to this Master Contract. If, at the time of any such order, Contractor cannot make such representations and warranties, Contractor shall not process any orders and shall, within three (3) business days notify Enterprise Services, in writing, of such breach.
- 4.1. **QUALIFIED TO DO BUSINESS.** Contractor represents and warrants that it is in good standing and qualified to do business in the State of Washington, that it possesses and shall keep current all required licenses and/or approvals, and that it is current, in full compliance, and has paid all applicable taxes owed to the State of Washington.
- 4.2. **SUSPENSION & DEBARMENT.** Contractor represents and warrants that neither it nor its principals or affiliates presently are debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in any governmental contract by any governmental department or agency within the United States.
- 4.3. **QUALITY OF GOODS OR SERVICES.** Contractor represents and warrants that any goods and/or services sold pursuant to this Master Contract shall be merchantable, shall conform to this Master Contract and Purchaser's Purchase Order, shall be fit and safe for the intended purposes, shall be free from defects in materials and workmanship, and shall be produced and delivered in full compliance with applicable law. Contractor further represents and warrants it has clear title to the goods and that the same shall be delivered free of liens and encumbrances and that the same do not infringe any third party patent. Upon breach of warranty, Contractor will repair or replace (at no charge to Purchaser) any goods and/or services whose nonconformance is discovered and made known to the Contractor. If, in Purchaser's judgment, repair or replacement is inadequate, or fails of its essential purpose, Contractor will refund the full amount of any payments that have been made. The rights and remedies of the parties under this warranty are in addition to any other rights and remedies of the parties provided by law or equity, including, without limitation, actual damages, and, as applicable and awarded under the law, to a prevailing party, reasonable attorneys' fees and costs.
- 4.4. **PROCUREMENT ETHICS & PROHIBITION ON GIFTS.** Contractor represents and warrants that it complies fully with all applicable procurement ethics restrictions including, but not limited to, restrictions against Contractor providing gifts or anything of economic value, directly or indirectly, to Purchasers' employees.
- 4.5. **WASHINGTON'S ELECTRONIC BUSINESS SOLUTION (WEBS).** Contractor represents and warrants that it is registered in Washington's Electronic Business Solution (WEBS), Washington's contract registration system and that, all of its information therein is current and accurate and that throughout the term of this Master Contract, Contractor shall maintain an accurate profile in WEBS.
- 4.6. **STATEWIDE PAYEE DESK.** Contractor represents and warrants that it is registered with the Statewide Payee Desk, which registration is a condition to payment.
- 4.7. **MASTER CONTRACT PROMOTION; ADVERTISING AND ENDORSEMENT.** Contractor represents and warrants that it shall use commercially reasonable efforts both to promote and market the use of this Master Contract with eligible Purchasers and to ensure that those entities that utilize this Master Contract are eligible Purchasers. Contractor understands and acknowledges that neither Enterprise Services nor Purchasers are endorsing Contractor's goods and/or services or suggesting that such goods and/or services are the best or only solution to their needs.

Accordingly, Contractor represents and warrants that it shall make no reference to Enterprise Services, any Purchaser, or the State of Washington in any promotional material without the prior written consent of Enterprise Services.

4.8. MASTER CONTRACT TRANSITION. Contractor represents and warrants that, in the event this Master Contract or a similar contract, is transitioned to another contractor (e.g., Master Contract expiration or termination), Contractor shall use commercially reasonable efforts to assist Enterprise Services for a period of sixty (60) days to effectuate a smooth transition to another contractor to minimize disruption of service and/or costs to the State of Washington.

5. USING THE MASTER CONTRACT – PURCHASES.

5.1. ORDERING REQUIREMENTS. Eligible Purchasers shall order goods and/or services from this Master Contract, consistent with the terms hereof and by using any ordering mechanism agreeable both to Contractor and Purchaser but, at a minimum, including the use of a purchase order. When practicable, Contractor and Purchaser also shall use telephone orders, email orders, web-based orders, and similar procurement methods (collectively “Purchaser Order”). All order documents must reference the Master Contract number.

5.2. DELIVERY REQUIREMENTS. Contractor must ensure that delivery of goods and/or services will be made as required by this Master Contract, the Purchase Order used by Purchasers, or as otherwise mutually agreed in writing between the Purchaser and Contractor. The following apply to all deliveries:

- (a) Contractor shall make all deliveries to the applicable delivery location specified in the Purchase Order. Such deliveries shall occur during Purchaser’s normal work hours and within the time period mutually agreed in writing between Purchaser and Contractor at the time of order placement.
- (b) Contractor shall ship all goods and/or services purchased pursuant to this Master Contract, freight charges prepaid by Contractor, FOB Purchaser’s specified destination with all transportation and handling charges included. Contractor shall bear all risk of loss, damage, or destruction of the goods and/or services ordered hereunder that occurs prior to delivery, except loss or damage attributable to Purchaser’s fault or negligence.
- (c) All packing lists, packages, instruction manuals, correspondence, shipping notices, shipping containers, and other written materials associated with this Master Contract shall be identified by the Master Contract number set forth on the cover of this Master Contract and the applicable Purchaser’s Purchase Order number. Packing lists shall be enclosed with each shipment and clearly identify all contents and any backorders.

5.3. RECEIPT AND INSPECTION OF GOODS AND/OR SERVICES. Goods and/or services purchased under this Master Contract are subject to Purchaser’s reasonable inspection, testing, and approval at Purchaser’s destination. Purchaser reserves the right to reject and refuse acceptance of goods and/or services that are not in accordance with this Master Contract and Purchaser’s Purchase Order. Purchaser may charge Contractor for the cost of inspecting rejected goods. If there are any apparent defects in the goods and/or services at the time of delivery, Purchaser promptly will notify Contractor. At Purchaser’s option, and without limiting any other rights, Purchaser may require Contractor to repair or replace, at Contractor’s expense,

any or all of the damaged goods and/or services or, at Purchaser's option, Purchaser may note any damage to the goods and/or services on the receiving report, decline acceptance, and deduct the cost of rejected goods and/or services from final payment. Payment for any goods under such Purchase Order shall not be deemed acceptance of the goods.

5.4. ON SITE REQUIREMENTS. While on Purchaser's premises, Contractor, its agents, employees, or subcontractors shall comply, in all respects, with Purchaser's physical, fire, access, or other security requirements.

6. INVOICING & PAYMENT.

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

- (a) Master Contract No. 02616
- (b) Contractor name, address, telephone number, and email address for billing issues (i.e., Contractor Customer Service Representative)
- (c) Contractor's Federal Tax Identification Number
- (d) Date(s) of delivery
- (e) Invoice amount; and
- (f) Payment terms, including any available prompt payment discounts.

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

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

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

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

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

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

7. CONTRACT MANAGEMENT.

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

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

Enterprise Services

Attn: Melanie Williams
Washington Dept. of Enterprise Services
PO Box 41411
Olympia, WA 98504-1411
Tel: (360) 407-9399
Email: Melanie.Williams@des.wa.gov

Contractor

Attn: __Ryan King_____
San Diego Police Equipment Co. Inc.
_8205-A Ronson Road_____
_San Diego, CA 92111_____
Tel: (858) 974-8500
Email: ryan@sandiegopoliceequipment.com

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

7.2. CONTRACTOR CUSTOMER SERVICE REPRESENTATIVE. Contractor shall designate a customer service representative (and inform Enterprise Services of the same) who shall be responsible for addressing Purchaser issues pertaining to this Master Contract.

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

Enterprise Services

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

Contractor

Attn: __Tina Baker_____
San Diego Police Equipment Co. Inc.
_8205-A Ronson Road_____
_San Diego, CA 92111_____
Tel: (858) 974-8500
Email: tina@sandiegopoliceequipment.com

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

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

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

- (a) Master Contract Sales Reporting System. Contractor shall report quarterly Master Contract sales in Enterprise Services' Master Contract Sales Reporting

vendor number. The password and vendor number will be provided to the Sales Reporting Representative(s) listed on Contractor's Bidder Profile.

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

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

8.2. VENDOR MANAGEMENT FEE. Contractor shall pay to Enterprise Services a vendor management fee ("VMF") of 0.74 percent on the purchase price for all Master Contract sales (the purchase price is the total invoice price less applicable sales tax).

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

Amount owed to Enterprise Services = Total Master Contract sales invoiced (not including sales tax) x .0074.

- (b) The VMF must be rolled into Contractor's current pricing. The VMF must not be shown as a separate line item on any invoice unless specifically requested and approved by Enterprise Services.
- (c) Enterprise Services will invoice Contractor quarterly based on Master Contract sales reported by Contractor. Contractors are not to remit payment until they receive an invoice from Enterprise Services. Contractor's VMF payment to Enterprise Services must reference this Master Contract number, work request number (if applicable), the year and quarter for which the VMF is being remitted, and the Contractor's name as set forth in this Master Contract, if not already included on the face of the check.
- (d) Failure to accurately report total net sales, to submit a timely usage report, or remit timely payment of the VMF, may be cause for Master Contract termination or the exercise of other remedies provided by law. Without limiting any other available remedies, the Parties agree that Contractor's failure to remit to Enterprise Services timely payment of the VMF shall obligate Contractor to

pay to Enterprise Services, to offset the administrative and transaction costs incurred by the State to identify, process, and collect such sums the sum of \$200.00 or twenty-five percent (25%) of the outstanding amount, whichever is greater, or the maximum allowed by law, if less.

- (e) Enterprise Services reserves the right, upon thirty (30) days advance written notice, to increase, reduce, or eliminate the VMF for subsequent purchases, and reserves the right to renegotiate Master Contract pricing with Contractor when any subsequent adjustment of the VMF might justify a change in pricing.

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

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

9. RECORDS RETENTION & AUDITS.

9.1. RECORDS RETENTION. Contractor shall maintain books, records, documents, and other evidence pertaining to this Master Contract and orders placed by Purchasers under it to the extent and in such detail as shall adequately reflect performance and administration of payments and fees. Contractor shall retain such records for a period of six (6) years following expiration or termination of this Master Contract or final payment for any order placed by a Purchaser against this Master Contract, whichever is later; *Provided*, however, that if any litigation, claim, or audit is commenced prior to the expiration of this period, such period shall extend until all such litigation, claims, or audits have been resolved.

9.2. AUDIT. Enterprise Services reserves the right to audit, or have a designated third party audit, applicable records to ensure that Contractor has properly invoiced Purchasers and that Contractor has paid all applicable contract management fees. Accordingly, Contractor shall permit Enterprise Services, any Purchaser, and any other duly authorized agent of a governmental agency, to audit, inspect, examine, copy and/or transcribe Contractor's books, documents, papers and records directly pertinent to this Master Contract or orders placed by a Purchaser under it for the purpose of making audits, examinations, excerpts, and transcriptions. This right shall survive for a period of six (6) years following expiration or termination of this Master Contract or final payment for any order placed by a Purchaser against this Master Contract, whichever is later; *Provided*, however, that if any litigation, claim, or audit is commenced prior to the expiration of this period, such period shall extend until all such litigation, claims, or audits have been resolved.

9.3. OVERPAYMENT OF PURCHASES OR UNDERPAYMENT OF FEES. Without limiting any other remedy available to any Purchaser, Contractor shall (a) reimburse Purchasers for any overpayments inconsistent with the terms of this Master Contract or orders, at a rate of 125% of such

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

10. INSURANCE.

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

11. CLAIMS.

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

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

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

13. SUSPENSION & TERMINATION; REMEDIES.

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

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

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

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

14. GENERAL PROVISIONS.

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

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

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

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

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

EXECUTED as of the date and year first above written.

STATE OF WASHINGTON
Department of Enterprise Services

By: Melanie Williams
Melanie Williams
Its: Contracts Specialist

SAN DIEGO POLICE EQUIPMENT COMPANY, INC.,
a California Corporation

By: BH
Ryan King
Its: Sales Manager

EXHIBIT A

INCLUDED GOODS/PRICING

CATEGORY A – Handgun Ammunition									
Manufacturer	Product Name	Product Code	Bullet Style	Caliber	Weight (Grain)	Rounds per Case	Price Per Case	Delivery (ARO)	
1 Federal	American Eagle	AE9DP	Full Metal Jacket	9MM	115	1000	\$188.90	30-60	
2 CCI/Speer	Lawman	53650	Total Metal Jacket	9MM	115	1000	\$182.80	30-60	
3 Federal	Classic	9BP	Jacketed Hollow Point	9MM	115	1000	\$209.90	30-60	
4 Federal	American Eagle	AE9AP	Full Metal Jacket	9MM	124	1000	\$188.90	30-60	
5 CCI/Speer	Gold Dot	53618	Bonded Hollow Point	9MM	124	1000	\$346.70	30-60	
6 Federal	HST	P9HST3	Jacketed Hollow Point +P	9MM	124	1000	\$302.12	30-60	
7 Federal	HST	P9HST1	Jacketed Hollow Point	9MM	124	1000	\$302.12	30-60	
8 CCI/Speer	Lawman	53651	Total Metal Jacket	9MM	124	1000	\$182.80	30-60	
9 CCI/Speer	Gold Dot	53617	Bonded Hollow Point +P	9MM	124	1000	\$346.70	30-60	
10 Federal	HST	P9HST2	Jacketed Hollow Point	9MM	147	1000	\$302.12	30-60	
11 CCI/Speer	Gold Dot	54226	G2	9MM	147	1000	\$381.90	30-60	
12 CCI/Speer	Gold Dot	53720	Bonded Hollow Point	38 SPL	125	1000	\$352.40	30-60	
13 CCI/Speer	Gold Dot	53949	Bonded Hollow Point	.40	165	1000	\$381.92	30-60	
14 Federal	HST	P40HST3	Jacketed Hollow Point	.40	165	1000	\$329.80	30-60	
15 CCI/Speer	Lawman	53981	Total Metal Jacket	.40	165	1000	\$237.40	30-60	
16 Federal	American Eagle	AE40R3	Full Metal Jacket	.40	165	1000	\$249.80	30-60	
17 CCI/Speer	Lawman	53652	Total Metal Jacket	.40	180	1000	\$237.40	30-60	
18 Federal	HST	P40HST1	Jacketed Hollow Point	.40	180	1000	\$329.80	30-60	
19 CCI/Speer	Gold Dot	53962	Bonded Hollow Point	.40	180	1000	\$381.92	30-60	
20 CCI/Speer	Gold Dot	53999	G2	.40	180	1000	\$399.88	30-60	
21 Federal	Classic	45C	Jacketed Hollow Point	.45	185	1000	\$363.80	30-60	
22 CCI/Speer	Gold Dot	53969	Bonded Hollow Point +P	.45	200	1000	\$404.20	30-60	
23 Federal	American	AE45A	Full Metal Jacket	.45	230	1000	\$298.52	30-60	

CATEGORY A – Handgun Ammunition									
	Manufacturer	Product Name	Product Code	Bullet Style	Caliber	Weight (Grain)	Rounds per Case	Price Per Case	Delivery (ARO)
		Eagle							
24	CCI/Speer	Lawman	53653	Total Metal Jacket	.45	230	1000	\$275.10	30-60
25	Federal	Classic	45D	Jacketed Hollow Point	.45	230	1000	\$318.90	30-60
26	CCI/Speer	Gold Dot	53966	Bonded Hollow Point	.45	230	1000	\$404.20	30-60
27	Federal	HST	P45HST2	Jacketed Hollow Point	.45	230	1000	\$367.10	30-60
28	Federal	HST	P45HST1	Jacketed Hollow Point +P	.45	230	1000	\$367.10	30-60
29	CCI/Speer	Gold Dot	54256	G2 <i>Green Dot G2</i>	.45	230	1000	\$434.20	30-60
30	CCI/Speer	Gold Dot	54234	Bonded Hollow Point	357 SIG	125	1000	\$414.80	30-60
31	Federal	HST	P357SHST1	Jacketed Hollow Point	357 SIG	125	1000	\$386.20	30-60
32	Federal	Classic	C357B	Jacketed Hollow Point	357 M	125	500	\$361.98	30-60
33	Federal	HST	P380HST1	Jacketed Hollow Point	.380	99	1000	\$399.10	30-60
34	CCI/Speer	Lawman	53608	Total Metal Jacket	.380	95	1000	\$289.84	30-60
35	CCI/Speer	RHT	53365	Frangible Lead Free	9MM	100	1000	\$364.80	30-60
36	Federal	IRT	AE9N1	Total Metal Jacket, Lead Free Primer	9MM	124	1000	\$207.10	30-60
37	CCI/Speer	Cleanfire	53824	Total Metal Jacket Lead Free Primer	9MM	124	1000	\$193.20	30-60
38	CCI/Speer	Cleanfire	53826	Total Metal Jacket, Lead Free Primer	9MM	147	1000	\$193.20	30-60
39	CCI/Speer	Cleanfire	53833	Total Metal Jacket +P Lead Free Primer	.38	158	1000	\$227.92	30-60
40	CCI/Speer	RHT	53375	Frangible Lead Free	.40	125	1000	\$405.08	30-60
41	CCI/Speer	Cleanfire	53982	Total Metal Jacket, Lead Free Primer	.40	165	1000	\$253.40	30-60
42	CCI/Speer	Cleanfire	53880	Total Metal Jacket Lead Free Primer	.40	180	1000	\$253.40	30-60
43	Federal	IRT	AE40N1	Total Metal Jacket, Lead Free Primer	.40	180	1000	\$268.70	30-60
44	CCI/Speer	RHT	53395	Frangible Lead Free	.45	155	1000	\$518.50	30-60
45	CCI/Speer	Cleanfire	53885	Total Metal Jacket, Lead Free Primer	.45	230	1000	\$312.60	30-60
46	Federal	IRT	AE45N1	Total Metal Jacket, Lead Free Primer	.45	230	1000	\$334.40	30-60
47	CCI/Speer	RHT	53368	Frangible, Lead Free	357 SIG	100	1000	\$449.80	30-60
48	CCI/Speer	Cleanfire	54232	Total Metal Jacket, Lead Free Primer	357 SIG	125	1000	\$298.40	30-60
49	Federal	Hydra-Shok	P380HS1G	Jacketed Hollow Point	380ACP	90	1000	\$422.97	30-60
50	Federal	Ballisticclean	BC9NT3	Frangible Lead Free	9MM	100	1000	\$393.14	30-60
51	Federal	Ballisticclean	BC40CT1	Frangible Lead Free	40S&W	125	1000	\$411.78	30-60
52	Federal	Ballisticclean	BC45CT1	Frangible Lead Free	45ACP	155	1000	\$519.33	30-60

CATEGORY A – Handgun Ammunition									
	Manufacturer	Product Name	Product Code	Bullet Style	Caliber	Weight (Grain)	Rounds per Case	Price Per Case	Delivery (ARO)
53	Federal	American Eagle	AE380AP	Full Metal Jacket	380ACP	95	1000	\$268.54	30-60
54	Federal	American Eagle	AE9FP	Full Metal Jacket	9MM	147	1000	\$204.52	30-60
55	Federal	American Eagle	AE38K	Full Metal Jacket	38S	130	1000	\$309.51	30-60
56	CCI/Speer	Gold Dot	53606	Bonded Hollow Point	380ACP	90	1000	\$448.90	30-60
57	CCI/Speer	Gold Dot	53921	Bonded Hollow Point +P	38S	135	1000	\$395.80	30-60
58	CCI/Speer	Blazer	3460	Total Metal Jacket, Cleanfire	9MM	124	1000	\$215.10	30-60
59	CCI/Speer	Blazer	3462	Total Metal Jacket, Cleanfire	9MM	147	1000	\$215.10	30-60
60	CCI/Speer	Blazer	3475	Total Metal Jacket, Cleanfire	38S	158	100	\$235.40	30-60
61	CCI/Speer	Blazer	3477	Total Metal Jacket, Cleanfire	40S&W	180	1000	\$254.50	30-60
62	CCI/Speer	Blazer	3480	Total Metal Jacket, Cleanfire	45ACP	230	1000	\$325.90	30-60
62	CCI/Speer	Blazer	3509	Full Metal Jacket	9MM	115	1000	\$181.90	30-60
63	CCI/Speer	Blazer	3578	Full Metal Jacket	9MM	124	1000	\$181.90	30-60
64	CCI/Speer	Blazer	3591	Full Metal Jacket	40S&W	180	1000	\$247.85	30-60
65	CCI/Speer	Blazer	3570	Full Metal Jacket	45ACP	230	1000	\$311.40	30-60
66	CCI/Speer	Lawman	53620	Total Metal Jacket	9MM	147	1000	\$203.10	30-60
67	CCI/Speer	Lawman	53919	Total Metal Jacket	357SIG	125	1000	\$336.59	30-60

CATEGORY B – Rifle Ammunition									
	Manufacturer	Product Name	Product Code	Bullet Style	Caliber	Weight (Grain)	Rounds per Case	Price Per Case	Delivery (ARO)
1	Federal	TRU	T223A	Pointed Soft Point	.223	55	500	\$245.80	30-60
2	Federal	American Eagle	AE223J	Full Metal Jacket, Boat Tail	.223	55	500	\$155.80	30-60
3	Federal	TRU	T223E	Boat Tail Hollow Point	.223	55	500	\$268.20	30-60
4	Federal	TRU	T223T	Ballistic Tip	.223	55	500	\$258.10	30-60
5	Federal	Tactical	LE223T1	Bonded Soft Point	.223	55	200	\$219.82	45-60
6	CCI/Speer	Gold Dot	24446	Bonded Soft Point	.223	55	500	\$261.90	30-60

CATEGORY B – Rifle Ammunition								
Manufacturer	Product Name	Product Code	Bullet Style	Caliber	Weight (Grain)	Rounds per Case	Price Per Case	Delivery (ARO)
7	Federal American Eagle	XM193AF90	Full Metal Jacket, Boat Tail	5.56	55	450	\$145.70	30-60
8	Federal Tactical	LE223T3	Bonded Soft Point	.223	62	200	\$219.82	45-60
9	CCI/Speer Gold Dot	24445SP	Bonded Soft Point	.223	62	500	\$261.90	30-60
10	Federal TRU	T223L	Soft Point	.223	64	500	\$252.40	30-60
11	CCI/Speer Gold Dot	24475	Bonded Soft Point	.223	75	500	\$261.90	30-60
12	Federal Premium	P308F	Ballistic Tip	.308	150	200	\$211.48	30-60
13	Federal American Eagle	AE308D	Full Metal Jacket, Boat Tail	.308	150	500	\$309.80	30-60
14	Federal Tactical	LE308T1	Bonded Soft Point	.308	165	200	\$279.80	30-60
15	Federal Gold Medal	GM308M-500	Boat Tail Hollow Point	.308	168	500	\$392.40	30-60
16	Federal American Eagle	A76251M1A	Open Tip Match	.308	168	200	\$211.94	30-60
17	Federal Tactical	LE308TT2	Tactical Bonded Tip	.308	168	200	\$261.70	30-60
18	CCI/Speer Gold Dot	24458	Bonded Soft Point	.308	168	500	\$376.85	30-60
19	Federal Ballisticclean	BC223NT5	Frangible Lead Free	.223	42	500	\$296.60	60
20	Federal Ballisticclean	BC223NT5A	Frangible Lead Free	.223	55	500	\$296.60	60
21	CCI/Speer Gold Dot	24457	Bonded Soft Point	.308	150	500	\$402.57	60-90
22	Federal American Eagle	AE223BK	Full Metal Jacket, Boat Tail	.223	55	1000	\$311.60	30-60
23	Federal American Eagle	AE223N	Full Metal Jacket	.223	62	500	\$208.14	60-90
24	Federal American Eagle	XM193	Full Metal Jacket, Boat Tail	5.56	55	500	\$155.80	30-60
25	Federal American Eagle	AE5022	Lead Solid	22LR	40	5000	\$295.81	90-180
26	Federal Gold Medal	GM223M3	Match Boat Tail Hollow Point	.223	77	200	\$155.68	30-60
27	Federal Gold Medal	GM223M-5	Match Boat Tail Hollow Point	.223	69	500	\$389.20	30-60
CATEGORY C – Shotgun Ammunition								

	Manufacturer	Product Name	Product Code	Bullet Style	Caliber	Pellet Count	Rounds per Case	Price Per Case	Delivery (ARO)
1	Federal	Tactical	LE12700	Plated 00 Buck Shot, Flite Control	12 Gauge, 2-3/4"	9	250	\$125.92	30-60
2	Federal	Tactical	F127RS	Hollow Point Rifled Slug	12 Gauge, 2-3/4"	-	250	\$130.22	30-60
3	Federal	Top Gun	TGL12-7.5	#7.5 Bird Shot	12 Gauge, 2-3/4"	-	250	\$63.90	30-60
4	Federal	Tactical	LE127RS	Slug, Duty, Practice	12 Gauge, 1"	-	250	\$133.94	30-60
5	Federal	Tactical	LE13300	Plated 00 Buck Shot, Flite Control	12 Gauge, 2-3/4"	8	250	\$125.92	30-60
6	Federal	Tactical	LE13200	00 Buck Shot	12 Gauge	9	250	\$125.92	30-60
7	Federal	Tru-Ball	LEB127LRS	Rifled Slug	12 Gauge, 2-3/4"	-	250	\$133.94	30-60
8	Federal	Top Gun	TGL12-8	#8 Shot	12 Gauge, 2-3/4"	-	250	\$63.90	30-60
9	Federal	Tactical	LE132-1B	Plated #1 Buck, Flite Control	12 Gauge	15	250	\$125.92	30-60
10	Federal	Classic	F12700	00 Buck Shot	12 Gauge	9	250	\$129.87	30-60
11	Federal	Tru-Ball	LEB127DPRS	1oz Slug, Deep Penetrator	12 Gauge	-	250	\$188.92	60-90
12	Federal	Gold Medal	T115-8	#8 Birdshot, 1 1/8oz, 2 3/4 DE	12 Gauge	-	250	\$72.59	30-60
13	Federal	Gold Medal	T116-8	#8 Birdshot, 1 1/8oz, 3DE	12 Gauge	-	250	\$72.59	30-60

CATEGORY D – Marking Cartridges

	Manufacturer	Product Name	Product Code	Bullet Style	Caliber	Rounds per Case	Price Per Case	Delivery (ARO)
1	Force on Force	FOF	FF9R2	Red Marking Cartridges	9MM	500	\$233.80	30
2	Force on Force	FOF	FF9B2	Blue Marking Cartridges	9MM	500	\$233.80	30
3	Force on Force	FOF	FF9Y2	Yellow Marking Cartridges	9MM	500	\$233.80	30
4	Force on Force	FOF	FF9W2	White Marking Cartridges	9MM	500	\$233.80	30
5	Force on Force	FOF	FF9G2	Green Marking Cartridges	9MM	500	\$233.80	30
6	Force on Force	FOF	FF556R1	Red Marking Cartridges	.223	500	\$286.80	30
7	Force on Force	FOF	FF556B1	Blue Marking Cartridges	.223	500	\$286.80	30
8	Force on Force	FOF	FF556Y1	Yellow Marking Cartridges	.223	500	\$286.80	30
9	Force on Force	FOF	FF556W1	White Marking Cartridges	.223	500	\$286.80	30
10	Force on Force	FOF	FF556G1	Green Marking Cartridges	.223	500	\$286.80	30
11	Force on Force	FOF	FF556BCG	Conversion Bolt	.223	1	\$229.80	5-7
12	Force on Force	FOF	FF9NM2	Non-Marking Cartridges	9MM	500	\$233.80	30

CATEGORY D – Marking Cartridges								
	Manufacturer	Product Name	Product Code	Bullet Style	Caliber	Rounds per Case	Price Per Case	Delivery (ARO)
13	Force on Force	FOF	FF9BLK2	Blank Round	9MM	500	\$225.80	30
14	Force on Force	FOF	FF556NM2	Non-Marking Round	5.56	500	\$286.80	30
15	Simunition	FX	5320761	Red Marking Cartridges	9MM	500	\$239.97	30
16	Simunition	FX	5320762	Blue Marking Cartridges	9MM	500	\$239.97	30
17	Simunition	FX	5320764	Yellow Marking Cartridges	9MM	500	\$239.97	30
18	Simunition	FX	5320766	White Marking Cartridges	9MM	500	\$239.97	30
19	Simunition	FX	5320763	Orange Marking Cartridges	9MM	500	\$239.97	30
20	Simunition	FX	5320765	Green Marking Cartridges	9MM	500	\$239.97	30
21	Simunition	FX	5501001	Red Marking Cartridges	.38	500	\$297.97	30
22	Simunition	FX	5501002	Blue Marking Cartridges	.38	500	\$297.97	30
23	Simunition	FX	5359101	Red Marking Cartridges	.223	500	\$336.97	30
24	Simunition	FX	5359102	Blue Marking Cartridges	.223	500	\$336.97	30
25	Simunition	FX	5359104	Yellow Marking Cartridges	.223	500	\$336.97	30
26	Simunition	FX	5359106	White Marking Cartridges	.223	500	\$336.97	30
27	Simunition	FX	5308990	Bolt	.223	1	\$284.97	30
28	Simunition	FX	5320779	Non-Marking Cartridges	9MM	500	\$243.97	30
29	Simunition	Securiblack	5306001	Securiblanks, Loud	9MM	500	\$185.97	30
30	Simunition	FX	5359109	Non-Marking Cartridges	5.56	500	\$323.97	30-45
31	Simunition	Securiblack	5359108	Securiblanks, Loud	5.56	500	\$336.97	30-45
32	Simunition	Secruiblack	5306005	Securiblanks, Quiet	9MM	500	\$185.97	30-45

Lift Gate Fee - \$75.00

EXHIBIT B

SPECIFICATIONS

Specification
1. All products bid will include descriptive fliers or catalogs describing how the product is equal in quality, function and performance to specifications.
2. All products bid will include descriptive literature for practical use applications.
3. All bids will include documentation that products meet the Sporting Arms and Manufacturer's Institute (SAAMI) or NATO specifications.
4. All ammunition must be guaranteed free from defects in workmanship and materials without limitation.
5. Ammunition that does not perform to specifications and standards will be refunded or replaced in full.
6. Bidder shall provide a current, dated, signed authorization from the manufacturer that the bidder is an authorized distributor.
7. All ammunition shall be factory new, no reloaded or remanufactured ammunition shall be allowed.
8. After receipt of order (ARO) delivery is to be a maximum of 90 days on all orders.
9. Delivery will be Free on Board (FOB) Destination, prepaid and included for orders of 5 cases or more.
10. Freight charges may be added as a separate line item for orders less than 5 cases.
11. Contractor will provide as much notice as possible to the Contract Administrator when issues occur, which are out of their control, but that will impact supply and demand and delivery.
12. If Contractor is unable to fulfill an order due to issues identified above, a replacement product equal in price and performance may be substituted. Replacement products must be approved in advance by the Contract Administrator.

EXHIBIT C

INSURANCE REQUIREMENTS

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

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

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

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

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

subcontractor. Each subcontractor must comply fully with all insurance requirements stated herein. Failure of any subcontractor to comply with insurance requirements does not limit Contractor's liability or responsibility.

7. **WAIVER OF SUBROGATION.** Contractor waives all rights of subrogation against the State of Washington and any Purchaser for the recovery of damages to the extent such damages are or would be covered by the insurance specified herein.
8. **NOTICE OF CHANGE OR CANCELLATION.** There shall be no cancellation, material change, exhaustion of aggregate limits, or intent not to renew insurance coverage, either in whole or in part, without at least sixty (60) days prior written Legal Notice by Contractor to Enterprise Services. Failure to provide such notice, as required, shall constitute default by Contractor. Any such written notice shall include the Master Contract number stated on the cover of this Master Contract.

Staff Report: 042-22

TO: Mayor and City Council

FROM: Eric Holmes, City Manager

DATE: 4/4/2022

SUBJECT Ammunition Purchase for Vancouver Police Department

Key Points

- The City purchases ammunition for the Vancouver Police Department (VPD) under a Washington State Contract.
- Purchases are expected to exceed the current \$300,000 threshold, requiring Council approval.
- Ammunition remains difficult to purchase and receive on-demand. This requires VPD to maintain a supply on hand and plan/purchase supplies about a year in advance.

Strategic Plan Alignment

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

Present Situation

The City purchases ammunition through San Diego Police Equipment under Washington State Contract #02616. Purchases are expected to exceed the current \$300,000 threshold, requiring Council approval. Last year Council reviewed and approved Staff Report 030-21 and raised the threshold to \$700,000. The remaining capacity on the contract will be fully expended by the end of March 2022.

Raising the this threshold to add a maximum of \$478,121 for the next additional two years, ending December 31, 2023, will enable Vancouver Police Department to continue to purchase ammunition in a quick manner while taking advantage of the Washington State Contract's competitive pricing.

Advantage(s)

1. Utilizes an existing contract through Washington State that is good through December 31, 2023, to take advantage of competitive pricing.
2. Ensures VPD has sufficient ammunition on hand.

Disadvantage(s)

None.

Budget Impact

None. Appropriation was approved through the 2021-2022 Biennial Budget.

Prior Council Review

February 22, 2021

Action Requested

Authorize the City Manager or his designee to continue to purchase ammunition from San Diego Police Equipment of San Diego, CA, under Washington State Contract #02616, up to a maximum of \$478,121 through December 31, 2023.

James McElvain, Vancouver Police Chief, 360-487-7473

ATTACHMENTS:

- ▯ [Master Contract](#)
- ▯ [Invitation for Bid-Ammunition](#)
- ▯ [Purchase Order](#)



Staff Report: 011-23

TO: Mayor and City Council

FROM: Eric Holmes, City Manager

DATE: 1/23/2023

SUBJECT WSDOT Bridge Inspection Agreement

Key Points

- The City of Vancouver owns and maintains 18 bridges as part of our transportation infrastructure, including the Fruit Valley Road Bridge that spans the BNSF mainline and the twin Fourth Plain Boulevard Bridges that span the BNSF Vancouver rail yard.
- Pursuant to State and Federal requirements, the City is required to inspect these three bridges on a regular basis to ensure they continue to be within the established structural parameters associated with their original design and current standards.
- Due to the location of these structures and the complexity of their design, inspections are performed using a UBIT (Under Bridge Inspection Truck).
- The City has historically contracted with the Washington State Department of Transportation to perform these UBIT inspection services. The attached agreement renews this service with WSDOT through 2032.

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

Present Situation

The City of Vancouver owns and maintains 18 bridges throughout our transportation network. These bridges span waterways, railroads, open spaces and streets. This includes three bridges consisting of the Fruit Valley Road Bridge that spans the BNSF mainline and the twin Fourth Plain Boulevard Bridges that span the BNSF Vancouver rail yard.

Due to the age and condition of these bridges and pursuant to State and Federal requirements, the City is required to complete inspections of these three bridges at a minimum of every 24 months.

Because these bridges span an active railway zone, inspections must be completed from the bridge itself using a vehicle designed specifically for this purpose. An Under Bridge Inspection Truck (UBIT) is capable of parking on the bridge and extending a platform to the underside of the structure to allow for inspections. The UBIT vehicle is unique and is only a select number of agencies in the Pacific Northwest own these specialized vehicles. The Washington State Department of Transportation (WSDOT) owns several UBIT vehicles and provides inspection services to a handful of local agencies including the City of Vancouver. Furthermore, they offer this service at a competitive fee with ample flexibility in the scheduling of the inspection work.

The attached agreement represents the terms and conditions under which WSDOT will continue to provide this inspection service through the end of 2032.

Advantage(s)

Contracting with WSDOT to perform UBIT inspections ensures the City's compliance with State and Federal requirements concerning the management of our public bridge program. The service allows us to ensure these structures are in a satisfactory condition, capable of handling the traffic volumes they're subjected to. In addition, WSDOT staff that perform these inspections are acutely aware of the City's bridge inspection & maintenance program and the unique attributes of the three bridges subject to this particular program.

Disadvantage(s)

There are no known disadvantages to the execution of this agreement. If the City chose not to enter into the agreement, our State and Federal Bridge inspection standards would dictate that we procure this service elsewhere, potentially at a much higher cost.

Budget Impact

Completion of these inspections has been included in the 2023-2024 Biennial Budget.

Prior Council Review

There has been no prior Council review for this subject.

Action Requested

Authorize the City Manager or their designee to execute the Bridge Inspection Agreement with WSDOT on behalf of the City of Vancouver.

Ryan Lopossa, Streets and Transportation Manager, 360-487-7706

ATTACHMENTS:

- ▣ WSDOT Bridge Inspection Agreement

Bridge Inspection Agreement	Local Agency and Address Name: City of Vancouver Address: P.O. Box 1995 City, State Zip: Vancouver, WA 98668-1995
Agreement Number GCB 3790	Exhibits A. SCOPE OF WORK; B. COST RATES

This Agreement is between the Washington State Department of Transportation, hereinafter "WSDOT," and the above-named entity, hereinafter "LOCAL AGENCY," collectively "Parties" and individually "Party."

WHEREAS, the LOCAL AGENCY, on a periodic basis, has a need to have certain bridges under its jurisdiction and responsibility regularly inspected, and

WHEREAS, WSDOT has the qualified personnel and equipment and is willing to performing the bridge inspection work as mutually agreed upon,

NOW THEREFORE, pursuant to RCW 47.28.140, the above recitals that are incorporated herein as if fully set forth below, and in consideration of the terms, conditions, and provisions contained herein, and the attached Exhibits A and B, which are by this reference made a part of this Agreement, IT IS HEREBY AGREED AS FOLLOWS:

1. GENERAL TERMS, SCOPE OF WORK, AND TERM

1.1 This Agreement provides the terms and conditions for WSDOT periodic bridge inspection work to be performed on LOCAL AGENCY-owned bridges at the LOCAL AGENCY's request and expense. The bridges to be inspected are listed in Exhibit A, Scope of Work. WSDOT shall initiate the inspections of the bridges listed in Exhibit A when each bridge is due for an inspection unless LOCAL AGENCY notifies WSDOT in writing not to inspect a bridge 60 days prior to the bridge's due date. Also included in Exhibit A are the estimated hours to complete each type of inspection on each bridge and the next anticipated dates for their inspection.

1.2 The LOCAL AGENCY does not guarantee a minimum number of bridge inspection requests, and WSDOT does not guarantee to perform any or all of the LOCAL AGENCY bridge inspection request(s). Should WSDOT decline to perform a requested bridge inspection for any reason, WSDOT shall not be liable for any costs incurred by the LOCAL AGENCY or damages incurred by any third party related to WSDOT's decision not to perform a requested bridge inspection.

1.3 WSDOT, on behalf of the LOCAL AGENCY or in conjunction with the LOCAL AGENCY, may perform bridge inspection work for the LOCAL AGENCY upon request. Bridge inspection requests for bridges not listed in Exhibit A shall be made in writing. Each request shall identify the bridge to be inspected and the type of inspection. WSDOT will respond in writing to the LOCAL AGENCY's request within fifteen (15) calendar days. WSDOT will identify the estimated time for the inspection and the estimated cost. Inspection dates will be mutually agreed upon by the Parties.

1.4 For bridge inspections where WSDOT provides the lead bridge inspector along with WSDOT equipment and an operator, WSDOT shall provide a draft bridge inspection report to

the LOCAL AGENCY's Contract Administrator listed below. WSDOT shall enter the completed inspection report data into the Bridgeworks database. The LOCAL AGENCY shall have five (5) business days to review and comment upon the draft bridge inspection report prior to a final bridge inspection report being prepared by WSDOT. The final bridge inspection report shall be prepared within ten (10) business days after receipt of the LOCAL AGENCY's comments, if any. Business days for this Agreement are defined as Monday through Friday, excluding Washington State holidays per RCW 1.16.050 and any Party's furlough days.

WSDOT agrees that the LOCAL AGENCY may use its own certified lead bridge inspector to work with WSDOT's equipment and operator. Should the LOCAL AGENCY choose to provide its own certified lead bridge inspector, the LOCAL AGENCY shall be solely responsible for preparing its own bridge report.

Contract Administrator: Jean Singer
Title: Facilities Capital Projects Manager
Email address and phone number: Jean.Singer@cityofvancouver.us, (360) 487-7755
Mailing address: P.O. Box 1995
Vancouver, WA 98668-1995

1.5 Traffic control, if needed, will be provided by the LOCAL AGENCY at its sole cost. Traffic control costs are not included in the WSDOT cost rates.

1.6 Term: This Agreement shall remain in effect for ten (10) years from the date of execution, at which time this Agreement shall automatically terminate, unless extended by written amendment according to the conditions in Section 3, Amendment, below.

2. BILLING AND PAYMENT

2.1 The LOCAL AGENCY agrees to reimburse WSDOT for actual direct and related indirect costs to perform the bridge inspection work as requested by the LOCAL AGENCY at the then current WSDOT cost rate. Upon completion of the work, WSDOT shall submit a detailed invoice, identifying the bridge(s) inspected, the inspection hours worked, the type of inspection, the rates to be applied, and the total amount due.

2.2 WSDOT's current billing rates are shown in Exhibit B, Cost Rates. It is anticipated that these rates will increase over the life of the Agreement, and the LOCAL AGENCY acknowledges and agrees that WSDOT shall bill its current rates at the time the bridge inspection work is performed.

2.3 The WSDOT may submit invoices at any time, but not more frequently than once per month. WSDOT shall send appropriately documented invoices for work completed to the following address:

Local Agency: City of Vancouver
Attention: Jean Singer
Address: P.O. Box 1995
City, State, Zip: Vancouver, WA 98668-1995

2.4 The LOCAL AGENCY agrees to reimburse WSDOT within thirty (30) calendar days from receipt of an invoice (the "Due Date"). In the event the LOCAL AGENCY fails to make payment by the Due Date, the LOCAL AGENCY will pay WSDOT interest on outstanding balances at the

rate of twelve percent (12%) per annum, or the highest rate of interest allowable by law, whichever is greater. Interest shall be calculated from the Due Date to the date of payment.

If the LOCAL AGENCY objects to all or any portion of an invoice, it shall notify WSDOT within twenty (20) calendar days from the date of receipt and shall pay only that portion of the invoice not in dispute. WSDOT and the LOCAL AGENCY shall make every effort to settle the disputed portion, and if necessary utilize dispute resolution provided for in Section 7. No interest shall be due on any portion of an invoice the LOCAL AGENCY is determined not to owe following settlement between the Parties or completion of dispute resolution process.

The LOCAL AGENCY shall remit all payments to the following address:

Washington State Department of Transportation
CASHIER
P.O. BOX 47305
OLYMPIA, WA 98504-7305

3. AMENDMENT

3.1 The Parties may mutually amend this Agreement at any time. The amendments shall not be binding unless they are made in writing and signed by personnel authorized to bind each Party, prior to performing any of the bridge inspection work that would be covered by the amendment.

4. TERMINATION

4.1 Either Party may terminate this Agreement upon thirty (30) calendar days prior written notice to the other Party. If this Agreement is so terminated, the Parties shall be liable only for the performance rendered or costs incurred in accordance with the terms of this Agreement prior to the effective date of termination, including all non-cancellable obligations.

5. LEGAL RELATIONS

5.1 WSDOT's relation to the LOCAL AGENCY shall be at all times as an independent contractor. Further, WSDOT shall perform the work as provided under this Agreement solely for the benefit of the LOCAL AGENCY and not for any third party.

6. INDEMNIFICATION

6.1 The Parties shall protect, defend, indemnify, and hold harmless each other and their employees and/or authorized agents, while acting within the scope of their employment as such, from any and all costs, claims, judgments, and/or awards of damages (both to persons and/or property), arising out of, or in any way resulting from, each Party's obligations to be performed pursuant to the provisions of this Agreement. The Parties shall not be required to indemnify, defend, or hold harmless the other Party if the claim, suit, or action for injuries, death, or damages (both to persons and/or property) is caused by the negligence of the other Party; provided that, if such claims, suits, or actions result from the concurrent negligence of (a) the WSDOT, its employees and/or authorized agents and (b) the LOCAL AGENCY, its employees or authorized agents, or involves those actions covered by RCW 4.24.115, the indemnity provisions provided herein shall be valid and enforceable only to the extent of the negligence of each Party, its employees and/or authorized agents.

6.2 The terms of this Section shall survive termination of this Agreement.

7. DISPUTE RESOLUTION

7.1 The Parties shall work collaboratively to resolve disputes and issues arising out of, or related to, this Agreement. Disagreements shall be resolved promptly and at the lowest level of hierarchy. To this end, following the dispute resolution process shown below shall be a prerequisite to the filing of litigation concerning any dispute between the Parties:

A. The representatives designated in this Agreement shall use their best efforts to resolve disputes and issues arising out of or related to this Agreement. The representatives shall communicate regularly to discuss the status of the tasks to be performed hereunder and to resolve any disputes or issues related to the successful performance of this Agreement. The representatives shall cooperate in providing staff support to facilitate the performance of this Agreement and the resolution of any disputes or issues arising during the term of this Agreement.

B. A Party's representative shall notify the other Party in writing of any dispute or issue that the representative believes may require formal resolution according to Section 7.1D. The representatives shall meet within five (5) working days of receiving the written notice and attempt to resolve the dispute.

C. In the event the representatives cannot resolve the dispute or issue, the LOCAL AGENCY, and WSDOT's Region Administrator, or their respective designees, shall meet and engage in good faith negotiations to resolve the dispute.

D. In the event the LOCAL AGENCY and WSDOT's Region Administrator, or their respective designees, cannot resolve the dispute or issue, the LOCAL AGENCY and WSDOT shall each appoint a member to a Dispute Board. These two members shall then select a third member not affiliated with either Party. The three-member board shall conduct a dispute resolution hearing that shall be informal and unrecorded. All expenses for the third member of the Dispute Board shall be shared equally by both Parties; however, each Party shall be responsible for its own costs and fees.

8. VENUE AND ATTORNEYS FEES

8.1 In the event that either Party deems it necessary to institute legal action or proceedings to enforce any right or obligation under this Agreement, the Parties agree that any action or proceeding shall be brought in a court of competent jurisdiction situated in Thurston County, Washington. Further, the Parties agree that each shall be solely responsible for payment of its own attorney's fees, witness fees, and costs.

9. RIGHT OF ENTRY

9.1 The LOCAL AGENCY hereby grants to the WSDOT a right of entry upon all land in which the LOCAL AGENCY has interest, within or adjacent to the right of way of the bridge to be inspected for the purpose of accomplishing the work described in this Agreement. Such right of entry shall commence upon execution of this Agreement and shall continue until termination of this Agreement under any applicable provision.

10. SEVERABILITY

10.1 If any terms or provisions of this Agreement are determined to be invalid, such invalid term or provision shall not affect or impair the remainder of the Agreement, but such remainder shall remain in full force and effect to the same extent as though the invalid term or provisions were not contained in the Agreement.

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the date signed last by the Parties below.

WASHINGTON STATE
DEPARTMENT OF TRANSPORTATION

City of Vancouver

Signature Date

Roman G Peralta
Printed Name

Bridge Preservation Engineer
Title

Signature Date

Print Name

Title

Approved as to Form by:

Mark F. Schumock 5/12/2021

Signature Date

Mark F. Schumock
Assistant Attorney General

Exhibit A - Agreement Scope for Vancouver (GCB3790)

 Scheduled

 Ready to Bill

 Cancelled

 Billed Not Paid

 Report in Progress

 Paid

Structure Id	Bridge No	Bridge Name	Type	Freq.	Last Insp.	Next Insp.	2023	2024	2025	2026	2027	2028	2029	2030	2031	2032
08512400	4891	FRUIT VALLEY RD OVERPASS	3MNU	24		3/1/2023	\$4,126.20 		\$4,126.20 		\$4,126.20 		\$4,126.20 		\$4,126.20 	
0006786A	0000501/8E	BNRR OC	3MNU	48		12/1/2026				\$4,126.20 				\$4,126.20 		
0012986A	0000501/8W	BNRR OC	3MNU	48		4/1/2024		\$3,300.96 				\$3,300.96 				\$3,300.96 
Total for Year							\$4,126.20	\$3,300.96	\$4,126.20	\$4,126.20	\$4,126.20	\$3,300.96	\$4,126.20	\$4,126.20	\$4,126.20	\$3,300.96
Cumulative Total							\$4,126.20	\$7,427.16	\$11,553.36	\$15,679.56	\$19,805.76	\$23,106.72	\$27,232.92	\$31,359.12	\$35,485.32	\$38,786.28

Exhibit B
Cost Rates Bridge Inspection Estimated Hourly Rate

Type of Inspection	Estimated Hourly Labor Rates	Estimated Hourly OT Labor Rates	Estimated Hourly Equipment Rates
2 MAN UBIT INSPECTION	\$ 149.12	\$ 190.70	\$ 101.72
1 Bucket Operator & 1 UBIT Driver			
Excludes Lead Inspector			
BE3-BE3			
3 MAN UBIT INSPECTION	\$ 241.76	\$ 310.90	\$ 101.72
1 Lead Inspector, 1 Co-Inspector & 1 UBIT Driver			
BE3-BE3-BE5			
ROUTINE/SAFETY INSPECTION	\$ 167.20	\$ 215.55	\$ 5.29
1 Lead Inspector & 1 Co-Inspector			
BE5-BE3			
DECK/TUNNEL/FERRY TERMINALS	\$ 185.28	\$ 240.40	\$ 3.30
1 Lead Inspector & 1 Co-Inspector			
BE5-BE5			
UNDERWATER BRIDGE INSPECTION	\$ 277.92	\$ 360.60	\$ 14.04
3 Man Dive Team			
BE5-BE5-BE5			
UNDERWATER BRIDGE INSPECTION	\$ 370.56	\$ 480.80	\$ 14.04
4 Man Dive Team			
BE5-BE5-BE5-BE5			
Title: Hourly Labor Rates 7/16/2022	Estimated Hourly Rate:	Estimated O/T Hourly Rate:	
Bridge Engineer 3 - Range 64	\$ 74.56	\$ 95.35	
Bridge Engineer 4 - Range 70	\$ 84.85	\$ 109.52	
Bridge Engineer 5 - Range 74	\$ 92.64	\$ 120.20	
Bridge Engineer 6 - Range 76	\$ 96.80	\$ 125.92	
Inspection Vehicles: Rates Assumed 8/1/2022			
Ford	E350 4x4 Van	\$	5.29
Ford	F250	\$	6.51
Ford	Econoline Van E350	\$	5.29
Ford	F450	\$	2.44
2019 Munson	26 FT Dive Aluminum	\$	11.60
Boat W/Trl & Trailer Tandem Shell	Boat W/Trl	\$	0.86
International	UBIT 62 Foot	\$	96.43
Notes: Actual Labor Rates will be charged Fiscal Year 2023 Federal Indirect Cost Rate of 12.67% will be added to Invoices Hourly Rates Do Not Include Traffic Control			



Staff Report: 012-23

TO: Mayor and City Council

FROM: Eric Holmes, City Manager

DATE: 1/23/2023

SUBJECT Ratification of the Collective Bargaining Agreement for Vancouver Fire Command Officers

Key Points

- Three-year agreement (2023-2025).
- Rates of pay for each year of the contract will be adjusted by the same percentage of increase agreed to by the City and IAFF Local 452 Fire Suppression.
- Fire healthcare trust contributions will match those agreed to by IAFF Local 452 Fire Suppression.
- Rates of pay will be retroactive to January 1, 2023.
- Operational changes to the contract to improve span of control, supervision and accountability, as well as streamline staffing processes to better align with the fire suppression schedule.
- Enhancements to deferred compensation contributions, education incentive, overtime rate, and pager pay to better align with those offered by comparable agencies to support recruitment and retention of qualified employees.
- Administrative changes to the medical expense reimbursement program (MERP) and time loss guarantee benefit to ensure clarity of the intent of the language and to streamline processes.
- Enhancements in support of diversity, equity, and inclusion by adding Juneteenth as a paid holiday, as well as utilizing inclusive language throughout the agreement.

Strategic Plan Alignment

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

Present Situation

The labor agreement between the City and the IAFF Local 4378 bargaining unit expired on December 31, 2022. The parties were able to work through a collaborative process and consensual decision making on many of the provisions for a new three-year agreement. The new

labor agreement was recently ratified by the IAFF Local 4378 members and is being brought to Council for approval.

Advantage(s)

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

Disadvantage(s)

There are no known disadvantages to ratifying.

Budget Impact

Changes in the contract that have financial impact on the City include adjustments to deferred compensation, updated increases in the compensation for overtime work, pay differentials, education incentive and pager pay. The cumulative estimate of all those adjustments is \$322,000 over the three-year time period covered by the contract. There are only 12 employees covered by the agreement. The Adopted Biennial Budget contains sufficient budget for the increases included in the collective bargaining agreement with the Fire Command Officers. Inflationary adjustments are not included in the estimate above. The inflationary increases are linked to IAFF Local 452 Fire Suppression contract and will be evaluated when the contract is ready for Council approval.

Prior Council Review

None

Action Requested

On January 23, 2023, authorize the City Manager or their designee to sign the 2023-2025 Collective Bargaining Agreement with IAFF Local 4378.

Lisa Takach, Human Resources Director, 360-487-8611

ATTACHMENTS:

- ▢ 2023-2025 Vancouver Fire Command Officers IAFF Local 4378 Collective Bargaining Agreement Track Changes
- ▢ 2023-2025 Vancouver Fire Command Officers IAFF Local 4378 Collective Bargaining Agreement - Clean Copy

AGREEMENT

By and Between

City of Vancouver

and

Fire Command Officers

IAFF Local 4378

January 1, ~~2020-2023~~ – December 31, ~~2022~~2025

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FIRE COMMAND OFFICERS AGREEMENT

The City of Vancouver and the Fire Command Officers IAFF Local 4378 recognize that the public interest requires the efficient and uninterrupted performance of Fire Department services, and to this end pledge their best efforts to avoid or eliminate any conduct contrary to that objective. This agreement is an attempt to put in writing wages, hours, and other conditions of employment. For purposes of this agreement, the term "Chief" means the Fire Chief or ~~his or her~~ designee.

1. IAFF Local 4378 Representation

- 1.1 The employer recognizes ~~the~~ IAFF Local 4378 as the exclusive bargaining agent for all battalion and division chiefs.
- 1.2 The employer and the Local agree that questions of Local representation that may arise shall be resolved in accord with rules of the Washington State Public Employment Relations Commission (PERC) and in accord with local, state or national statutes and rules.
- 1.3 The Local shall inform the employer in writing of the names of its officers who are accredited to represent it, which information shall be kept up-to-date at all times.

2. Nondiscrimination

The employer and the Local agree that they will not discriminate unfairly against any employee by reason of race, creed, age, color, sex, national origin, religious belief, marital status, mental or physical disability which is subject to reasonable accommodation, sexual orientation, or any other criteria established by state or federal statutes, rules or regulations.

3. Rights of Management

The right to manage the municipal corporation is vested exclusively in the employer and such right includes but is not necessarily limited to the right to organize, schedule hours, staff, assign work and direct the work force; to set standards of service to be offered to the public; to introduce any and all new, improved and automatic methods or equipment in order to improve efficiency and to reduce costs, and to assign employees within the bargaining unit in accordance with such improvements and cost reduction methods, provided that safe working conditions are maintained; to take other disciplinary action for reasonable or just cause in accordance with Civil Service rules and regulations; to take action as may be necessary in emergencies (i.e., natural disasters or catastrophes); to require medical and/or psychological examinations to determine fitness for duty; and to make and enforce rules and regulations. Except as specifically modified by or treated in this agreement, all policies, matters, questions and terms affecting unit employees in their employment relations with

the employer shall be governed by such rules, policies, and procedures as the employer, from time to time, may implement. The employer agrees that the Local will have an opportunity prior to implementation to provide comments and suggestions concerning the new departmental rules and regulations.

4. Work Week, Hours of Work, Shifts

4.1 Battalion Chiefs.

A. ~~4.1 For 24-hour, three platoon shift personnel, the Unless otherwise assigned (see Section 4.1.G.), Battalion Chiefs will work 24-hour shifts on a four-platoon schedule. The~~ hours of duty shall be established by the employer so that the weekly hours of duty shall average ~~48-46.27~~ hours per week on an annual basis, ~~with a Kelly day every seventh shift, taken on either Saturday or Sunday.~~

B. The shift schedule will be twenty-four (24) hours on, forty-eight (48) hours off, twenty- four (24) hours on, ninety-six (96) hours off. In addition, shift personnel will work an additional two hundred sixteen (216) hours per year (debit hours) to bring the annual average annual hours to two thousand four hundred six hours (2406). The work period will be twenty-four (24) days in length.

C. Each Battalion Chief will begin each annual staffing cycle with a bank of two hundred sixteen (216) debit hours, and must account for all such hours during the annual staffing cycle. The bank will be reduced on an hour-for-hour basis by hours spent working outside of regularly scheduled shifts either to meet staffing needs, or to complete approved projects, attend meetings, or attend training events. Battalion Chiefs may, at their option, use PTO to eliminate some or all of the debit bank. Battalion Chiefs who have not used all debit hours by the last day of the annual staffing cycle will be debited one (1) hour of accrued PTO for each unused debit hour. Battalion Chiefs who separate from employment during the calendar year and who have not used a prorated portion of their debit hours will have their PTO accounts reduced by the number of hours owed or, in the absence of adequate PTO hours, will have remaining funds withheld from their final paychecks.

D. ~~4.2~~ When a Battalion chief is to be placed on a temporary 40-hour per week schedule for an administrative assignment, such assignments are to be by mutual agreement between employee and employer.

1. Schedules – The hours of work for 40-hour per week administrative employees shall be ~~0800 to 1700 hours, Monday through Friday. One meal period and two break periods shall be provided by the employer within the employee's scheduled work day. Alternative work schedules may be instituted only by mutual agreement of the employer and the employee assigned in accord with~~ Section 4.2.B.

2. Employees may take paid time off (PTO) while on a 40-hour per week schedule with the approval of their supervisor. This 40-hour per week schedule will not interfere with approved prescheduled PTO.

- E. ~~4.3~~ Employees who are placed on a 40-hour per week administrative assignment for 30 days or more shall, for purposes of leave balances and accrual, be treated as follows:

PTO Accrual

As an employee moves between 24-hour shift work and a 40-hour work week,

~~leave balances and accruals shall be adjusted as follows:~~ A. ~~Leave Accrual~~

~~PTO Accrual~~ the employee's PTO balance shall be converted to that of a 40-hour per week employee, by multiplying his/her ~~their~~ balance by a factor of ~~.8333~~ .86. The employee will then accrue PTO at the appropriate 40-hour week accrual rate, given his/her ~~their~~ years of service.

Once the administrative assignment ends, the ~~employees~~ employee's PTO balance shall be converted back to that of a 24-hour shift employee, by multiplying his/her ~~their~~ balance at the end of the administrative assignment by a factor of ~~1.21~~ 1.16. Partial months shall be prorated on a daily basis for purposes of PTO leave accrual.

In the instance where an employee has a grandfathered sick leave bank, and moves from an administrative assignment to a 24-hour shift employee, or vice versa, the employee's sick leave balance shall be converted accordingly. When moving back to a 24-hour shift employee, the balance at the end of the administrative assignment shall be multiplied by a factor of ~~1.21~~ 1.16. When moving to an administrative assignment, the balance shall be multiplied by a factor of ~~.8333~~ .86.

~~B.~~ Holidays

- F. Holidays. 24-hour shift employees working a 40-hour work week on administrative assignment shall be allowed holiday leave as outlined in Article 5.3 during their administrative assignment.

~~C.~~ Kelly Days

~~24-hour shift employees working a 40-hour work week on administrative assignment shall not be granted Kelly days during their administrative assignment.~~

- G. ~~4.4~~ Employees working 24-hour shifts shall be allowed to exchange shifts with each other so long as such exchanges do not interfere with the day-to-day operations of the fire department.

4.5 Additional Work

~~Shift Battalion Chief work will be performed during their shift.~~

~~For duties that are outside the normative work of a Shift Battalion Chief, when authorized by the Deputy Chief, a member may work overtime to complete the assigned work. When performing this additional work, by mutual agreement of the Deputy Chief and the member, the member may work from home.~~

~~To accomplish this, two laptops will be made available to the members (one housed at the office of Battalion one, the other at the office of Battalion two) to check out and take home to work on.~~

4.2 Division Chiefs.

A. Work Schedules. The Employer will determine the schedule for Division Chiefs and any changes to the schedule subject to the provisions of this Section.

B. Each Division Chief will be assigned to one of the following schedules. The starting and ending times and work days will be based on the requirements of the position and operational need, and will be set by mutual agreement of employer and employee. In the absence of mutual agreement to a different option, the Division Chief will be assigned to a 5/8 schedule beginning at 0700. Schedules will include a thirty (30) minute unpaid meal period.

1. 5/8s. Five (5) consecutive eight- (8) hour days on duty, Monday through Friday, followed by two (2) consecutive days off. Hours will be either 0700-1530 or 0800-1630.

2. 4/10s. Four (4) consecutive ten- (10) hour days on duty, excluding Saturday and Sunday, followed by three (3) consecutive days off. Hours will be either 0600-1630 or 0700-1730.

3. 9/80. A combination of eight (8) nine- (9) hour days (Monday through Friday) and one (1) eight (8) hour day on duty (Monday through Friday), during a two-week period that results in eighty (80) scheduled work hours during a two (2) week period (Monday through Friday).

5. Leave Time

5.1 PTO (Paid Time Off) Leave Accruals

For 24-Hour Shift Employees:

During Year of Service	Paid Shifts off Per Year	Accrual Rate Per Month	Maximum Accumulation
1-5	17 Shifts	34 Hours	1112 Hours

6-10	18	36	1112
11-15	20	40	1112
16-20	21	42	1112
Over 20	24	48	1112

For 40-Hour Work Week Employees:

During Year of Service	Accrual Rate Per Month	Maximum Accumulation
1-5	24.47 Hours	926 Hours
6-10	26.47	926
11-15	28.47	926
16-20	30.47	926
Over 20	33.13	926

PTO hours accrued in a pay period cannot be used in the same pay period in which they are earned, i.e., PTO hours accrued in the 1st through the 15th pay period cannot be used until the 16th, ~~through the end of the~~ of that month ~~pay period~~ and so forth.

A maximum of eight (8) shifts or 131 hours for 40 hour employee - per person are allowed to be sold back per year at regular base rate. Accrued but unused PTO will be cashed out upon separation up to the maximum accumulated hours above.

PTO Availability for New Hires from Outside the City Fire Department

New hires to the City (as opposed to those moving into the bargaining unit from other City positions), will be credited with the equivalent of three (3) months' PTO accrual, which will be available for immediate use. Hours will be calculated based on the accrual rate assigned to the employee in ~~his/her~~ their offer letter. Additional PTO accrual will not begin until the employee has completed three (3) full months of employment. New hires who separate from employment prior to completing three (3) full months of employment will not be allowed to cash out any unused PTO.

5.2 Members moving from other bargaining units that have vacation/PDO/sick provisions will be transitioned to the PTO plan upon movement into the bargaining unit as follows:

- A. Any PDO balance will be moved into the new PTO bank.
- B. Sick time
 - 1. 40 hours of sick time will be moved into the PTO bank.
 - 2. The employee can choose one of the following for the remainder of their sick bank:

- a. Grandfather the entire balance for future use; or
- b. Sell back their balance at a 5:1 ratio at their pay rate in the position prior to moving into the bargaining unit; or
- c. A combination of (a) and (b).

5.3 Holidays

24-hour shift personnel are not granted holidays off

40 Hour Work Week Holidays

The following days are recognized as "legal" paid holidays:

New Year's Day -- January 1

Martin Luther King's Birthday -- Third Monday in January

President's Day -- Third Monday in February

Memorial Day -- Last Monday in May

Juneteenth -- June 19

Independence Day -- July 4

Labor Day -- First Monday in September

Veteran's Day -- November ~~11th~~ 11

Thanksgiving Day -- Fourth Thursday in November

Native American Heritage Day -- The Day immediately following Thanksgiving Day

Christmas Day -- December 25

Any of the above holidays which fall on a calendar Saturday shall be celebrated on the previous Friday; any of the above holidays which fall on a calendar Sunday shall be celebrated on the following Monday.

An employee on a 40-hour work week schedule will receive eight (8) hours of pay for these ~~ten (10) eleven~~ recognized holidays as legal paid holidays for which time off is to be granted. Employees who are regularly scheduled to work more than eight (8) hours may use PTO or compensatory time to make up the difference between their regular schedule and the holiday pay.

Any employee who is on an approved PTO leave when a holiday occurs will receive the equivalent of a day's eight (8) hours' pay for that holiday and will ~~not have their PTO accrual be~~ charged PTO for any additional hours they were scheduled to work on the holiday.

5.4 LEOFF-II Time Loss Guarantee

A. Duty Related Injury Leave

1. In lieu of the statutory supplement described in RCW 41.04.500 et seq., the City will supplement the time loss payments received by employees who have suffered on-the-job injuries as follows:

- a. The City will provide its supplement by paying the employee's base salary during ~~a period of time loss. The City's supplement will begin on the first date an employee is entitled to time loss benefits under RCW, Title 51 and shall continue as long as the period~~ the employee is receiving benefits under RCW, Title 51, up to a maximum of six (6) months ~~from the first date of time loss.~~
- b. The six (6) month period that the City provides the LEOFF Supplement shall begin on the first day the employees receive the LEOFF Supplement, which may or may not coincide with the payment of time loss.
- c. If an employee sees a medical provider during the statutory three-day waiting period after the date of injury and is determined to not be able to work as a result of their injury and would not ordinarily be entitled to time loss during this period under L&I guidelines and/or RCW Title 51, then the employee will receive the LEOFF Supplement for hours missed on their date of injury and the three-day waiting period at their normal base rate.
- d. If time loss is paid pursuant to L&I guidelines and/or RCW Title 51 for the three-day waiting period after the date of injury, then the employee will receive the combination of time loss and the LEOFF Supplement for those days. The LEO FF Supplement will be paid for hours missed on the date of injury.
- e. If an employee does not seek medical treatment until after the three-day waiting period, then any time missed from work on the date of injury and those first three days will be coded using their accrued sick leave.
- ~~b~~f. Employees receiving City's time loss supplement must, within ten (10) business days of receipt, sign over to the City all time loss payment checks provided by the City's insurance administrator and/or the State.

2. After this first six (6) month period, employees may supplement time loss payments, up to their normal monthly salary, from their employee's available leave accruals.

3. Employee benefits including the Health Trust contribution, LTD and PTO will continue for the duration of the employee's employment.
4. In a circumstance of a catastrophic one-time event, where the injury results in an immediate, total and permanent disability where the employee is unable to perform the essential job functions, excluding death, the provisions of a duty related injury shall apply; provided that no employee will receive the supplement described in this section after receiving permanent total disability compensation or pension as referenced in RCW Title 51 if they are unable to work as a firefighter.

B. Off Duty Rescue/Lifesaving Disability

Any employee who is disabled while engaging in a rescue or lifesaving situation, in the Vancouver Fire Service area, while off duty, will receive the benefits provided under this article, provided that such situation did not occur while self-employed or in the employ of another where the scope of such employment would potentially involve such actions.

5.5 Light Duty - LEOFF II Employees

The employer shall require light duty to be performed by any employee whose injury is the result of an on-the-job injury, subject to the approval of and limitations determined by the employee's treating physician. Employees injured off the job are not required to perform light duty; however, they may request to do so.

5.6 Bereavement Leave

A maximum of five working days, or two working shifts in the case of 24-hour shift employees, bereavement leave shall be allowed when there is a death in an employee's immediate family. "Immediate Family" is defined as spouse, domestic partner, child, mother, father, brother, sister or step family, aunt, uncle, niece, nephew, mother-in-law, father-in-law, daughter-in-law, son-in-law, brother-in-law, sister-in-law, grandparent, grandchild, and grandparent, grandchild of the spouse or member of the employee's immediate household. (It is understood that this policy extends to members of a domestic partner's family to the same extent as specified for a spouse above.)

- 5.7 Bereavement leave in excess of two shifts for 24-hour shift employees or forty hours for 40-hour per week employees may be charged to either grandfathered sick leave balance or personal time off with the approval of the ~~fire chief or his/her~~ Fire Chief or designee.

6. Rates of Pay

6.1 Hourly Rates

The hourly rate of the forty hour employee will be the monthly base rate multiplied by twelve months and divided by 2080 hours. For 24 hour shift personnel, the hourly rate of the employee will be the monthly base rate multiplied by twelve months and divided by ~~2520~~ 2406 hours.

~~Formula for 2520 hours~~ $52 \times 48 + 1 \text{ shift} = \text{max } 2496 + 24 = 2520$

~~Fact: 365 days in a year~~

~~52 weeks x 48 hours "average" = 2,496 + 24 (1 shift) = 2520~~

~~3 shifts of 24 hours:~~

~~122 Shifts (Shift A)~~

~~122 Shifts (Shift B)~~

~~121 Shifts (Shift C)~~

~~365 Days~~

~~122 Shifts x 24~~ ~~= 2928 hours~~

~~17 Kelly Days x 24 hrs~~ ~~= 408 (every 7th shift) hours~~

~~= 2,520 hours~~

The parties agree to retain the existing 21.5% spread between the base wage for top step Battalion Chief (without ~~competency~~ longevity) and Station Captain (without competency) base wage.

Longevity Pay

A Battalion Chief with 20+ years of service will receive 8.0% of top step ~~firefighter~~ Battalion Chief (without ~~competency~~ longevity).

A Battalion Chief with 15+ years of service will receive 6.0% of top step ~~firefighter~~ Battalion Chief (without ~~competency~~ longevity).

Division Chiefs

The monthly base pay rates for Division Chiefs at each step of the salary range will be 58.0% greater than the corresponding rate for Battalion Chief (including longevity) with equal length of service.

Education Incentive

Employees who have earned a BA/BS from an accredited institution of higher education will receive premium pay at a rate of three percent (3.0%) of the top step Battalion Chief (without longevity) wage rate.

6.2 Promotions

- A. **Battalion Chief Position**– At the time of promotion, an employee promoting from Captain to Battalion Chief will move to the step in the appropriate range which results in an increase of at least 5% from their base salary (not including specialty pays or assignment pay).
- B. **Division Chief Position** – At the time of promotion, an employee promoting:
 - 1. From Captain to Division Chief – will move to the step in the appropriate range which results in an increase of at least ~~10~~13% from their base salary (not including specialty pays or assignment pay).
 - 2. From Battalion Chief to Division Chief – will move to the step in the appropriate range which results in an increase of at least ~~5~~8% from their current base salary as Battalion Chief.

6.3 Demotions

Employees who demote to Battalion Chief will move to the step in the appropriate range that results in the least amount of pay reduction, but not above the top of the range.

6.4 Division Chiefs and Acting or Temporary Deputy Fire Chiefs will also receive the following:

- A. A pay range ~~5~~8% above Battalion Chief for a Division Chief.
- B. A pay range 5% above Division Chief for an Acting or Temporary Deputy Fire Chief.
- C. ~~C~~-Access to a staff vehicle for business-related transportation.

- 6.5 Each Division Chief shall be assigned a staff vehicle to facilitate city business needs. The vehicle shall be used as defined by the Fire Chief or designee and facilitate the work assignments of the Division Chief, ability to respond to emergency incidents and to keep assigned equipment for emergency response.

7. Overtime

- 7.1 In the event the need for overtime should arise, overtime will be compensated according to the following schedules

~~A. Shift overtime will be paid at time-and-one-quarter.~~

~~B. All other A. Shift~~ overtime will be paid at time-and-one-half.

~~CB.~~ Battalion Chiefs working a temporary daytime assignment and Division Chiefs will be paid at time-and-one-half when working in excess of 40 hours per work week, or when working outside the employee's normal assigned work schedule.

~~DC.~~ Battalion Chiefs working a temporary daytime assignment and Division Chiefs will be paid at ~~time-and-one-quarter~~ time-and-one-half of a shift Battalion Chief rate when filling a shift Battalion Chief position.

- 7.2 When an employee is off work, and when their absence and/or the absence of other employees results in the need to hire back, Battalion Chiefs who were promoted via the civil service process will be given the first opportunity to be hired back to fill the vacant Battalion Chief position.

A. In the event Battalion Chiefs who were promoted via the civil service process either refuse the opportunity or cannot be reached, the department will fill the vacant slot by following the usual procedures for determining the hire back with the members of the following groups offered in the sequential order presented below:

1. ~~1.~~ Division Chiefs who have completed required training.
2. ~~2.~~ Appointed acting or temporary Battalion Chiefs.
3. ~~3.~~ Out of class Captain Step 3 or above who have completed required training and who have the BCO Telestaff attribute.

The training requirements that must be satisfied are as follows:

1. Blue Card certification
2. Completion and sign off of the Battalion Chief Out of Class

7.3 Compensatory Time

By mutual agreement of the employer and employee, compensating time off at the applicable premium rate may be arranged in lieu of overtime or callback pay. Compensating time off may accumulate not to exceed One hundred and twenty (120) hours. Use of compensating time off may be scheduled as mutually agreed by the employer and employee and will be taken in 12 hour blocks (for 24-hour personnel).

7.4 Out of Class, Acting and Temporary Assignments:

In the event employee absences do not result in the need to hire back, the usual procedures for assigning employees Out of Class, Acting or Temporary will apply.

A. Out of Class. Captains represented by Local 452 with a BCO attribute are authorized to work as Battalion Chiefs (for day-to-day sporadic staffing needs) as long as one qualified 4378 Battalion Chief/Division Chief is on duty and the acting position does not create a mandatory overtime within Local 452's work jurisdiction.

1. Battalion Chiefs promoted to the Battalion Chief rank through the City's civil service rules will be considered qualified when they have completed required training

2. Battalion Chiefs newly hired to the City and Division Chiefs (who did not previously hold the Battalion Chief rank at the City) will be considered qualified if they have completed a minimum of two hundred forty (240) hours working as a shift Battalion Chief.

B. Acting Assignment. Captains represented by Local 452 are authorized to work as an appointed Acting Battalion Chief. This appointed position will function as a fulltime battalion chief to include filling the mandatory one (1) regular battalion chief slot.

C. Temporary Assignment. Temporary assignments are governed by current civil service rules and limited to one four (4) month appointment per vacancy. This appointed position will function as a fulltime battalion chief to include filling the mandatory one (1) regular battalion chief slot.

1. ~~1.~~ In the event the Battalion Chief eligibility list has been exhausted or has less than three (3) candidates, the parties agree to one additional four (4) month appointment per vacancy.

8. Duty Chief

- 8.1 The duties of Battalion Chiefs and Division Chiefs include acting as Duty Chief. The Duty Chief is responsible for managing resources in the VFD service area during times of unusual operational situations, examples include: weather events, known upcoming events, emergency operations that require on duty resources to be depleted etc. The Duty Chief should activate the Department Operations Center (DOC) and staff appropriately to ensure response coverage is managed appropriately during the event.
- 8.2 Battalion Chiefs (on Shift or Administrative assignment) and Division Chiefs shall assume the responsibilities as the "on-call" Duty Chief on a rotating basis.
- 8.3 Should the Battalion or Division Chief serving as a Duty Chief deem it appropriate to respond, or a Battalion or Division Chief is called back by a Chief Officer, they will be compensated at the overtime rate of one and one-half times (1 ½) the assigned base pay for the duration of that response.
- 8.4 Battalion and Division Chief's performing the on-call Duty Chief function will receive pager pay equal to one (1) hour of the top step Battalion Chief (w/20+ years) overtime rate for the 24-hour period. The on-call Duty Chief shall be provided access to ~~a~~ code 3 compliant vehicle that supports the duties of the Duty Chief. The vehicle will not leave Clark County, except as approved by the Chief or designee.

~~a. Pager pay of \$50 for the 24 hour period.~~

9. Medical Examinations

- 9.1 The employer has the right to require medical/physical or psychological examinations by a licensed practitioner of all employees covered by this agreement to assure that they continue to meet the requirements for the position as set forth by the local pension board and/or department rules and regulations. The employer recognizes and respects the employee's right to privacy of personal medical/family history information which is not related to the employee's ability to perform the job. When requiring an examination, the employer shall request only information which is reasonably necessary to determine the employee's ability to perform their job, any appropriate restrictions of duties, and the likely duration of any such restrictions and the probable date of return to duty. The chief shall request that the practitioner recommend corrective measures to be taken by the employee to improve the health and/or physical condition which impairs the employee's ability to perform their job. The chief may direct the employee to follow the corrective measures.
- 9.2 If an employee is required by the employer to have an examination under this article:
 - A. Such examination shall be at the employer's expense.

- B. Actual time spent, including travel time, as authorized by the employer, shall be considered work time and paid at time and one-half times the employee's base rate of pay if the examination is on a day which would otherwise have been a day off.
- 9.3 If an employee is injured, and the employer requires the employee to be evaluated for fitness for duty prior to returning to work, the evaluating physician will consult with the employee's private physician in the process of making that evaluation.

10. Employee Insurance

- 10.1 **Life Insurance.** Each employee shall be enrolled in the city's group term life and accidental death and dismemberment insurance policy in an amount equal to one-time annual base salary, not to exceed \$100,000, rounded to the next higher multiple of \$1,000, double indemnity, the premium for which will be paid by the employer. In addition, employees shall have the option of choosing dependent and/or additional life insurance on a payroll deduction basis.
- 10.2 **Health Insurance.** During the term of this agreement, IAFF Local 4378 will provide medical, dental and vision benefits to members, their spouses, qualified domestic partners, and dependents through the Vancouver Firefighter's Union Health and Welfare Trust established September 16, 2011 ("Trust").

It is the goal of the parties that this agreement will provide a long-term framework for bargaining unit health care coverage. Through this agreement, the parties seek to:

- Meet the health care needs of employees, their spouses, qualified domestic partners, and dependents;
- Significantly slow the growth of health care costs and create a more sustainable system;
- Provide greater collective consumer choice, control, and accountability; and
- Participate in a plan that is financially stable and in compliance with all applicable state and federal regulations.

A. Trust Contributions.

~~Retroactive to January 1, 2020, the City contribution per employee per month will be \$2,165.59.~~

1. ~~Beginning January 1, 2021~~Effective January 1, 2023 and for the remainder of the term of this Agreement, the City's

contribution per employee ~~per month will be \$2,273.87 will be equal to the monthly contribution contributed by the City per employee in the suppression bargaining unit represented by IAFF Local 452.~~

~~Beginning January 1, 2022, the City's contribution per employee per month will be \$2,387.57.~~

2. All Trust Contributions must be made to the Trust by the 10th day of the month. Trust Contributions will be made for each employee that is on the payroll as of the first of that month. Upon request of the Trust, the City agrees to facilitate an electronic or wire transfer of these funds to the Trust to expedite their delivery to the Trust.
3. If the City is delinquent in submitting contributions to the Trust, the City shall pay the Trust interest at a rate of 12% (twelve percent) per annum.
4. In the event the Trust determines that employee contributions to health care coverage are required, the City will make deductions from payroll upon request. Where required, written authorization from employees to allow for a pre-tax deduction pursuant to a cafeteria plan under Code Section 125 will be provided to the City prior to the time deductions are made. The parties will determine a procedure that facilitates this process, allows for pre-tax deductions where appropriate, and minimizes the administrative burden on the City.
5. The Trust will be responsible for all COBRA coverage (pursuant to federal requirements.)
6. The Trust will provide to the employee and the taxing authorities appropriate tax reporting forms for any employees receiving benefits that are considered taxable. The City shall fund the "employer" portion of any required payroll taxes (e.g. employer share of Medicare) associated with taxable medical, dental, and vision benefits, including those that may be payable with respect to a domestic partner coverage. In no event, will the City be responsible for any required payroll taxes beyond what the City was responsible for before the Trust was established. The Trust shall separately bill the City for any such payroll taxes that may be due.

B. Legal.

1. It is agreed the City is not taking any responsibility for claims risk, and the sole responsibility of the City is to pay the required Trust contributions.
2. The City is not responsible (including fiduciary responsibility) for any of the actions of the Trust. In the event the Trust has insufficient assets to perform its obligations, under this Agreement, the IAFF Local 4378 Union will defend, indemnify and hold harmless the City from any and all liability that relates in any way to the operation of the Trust.
3. The union acknowledges the Trust's responsibility to comply with all of the applicable provisions of the PPACA and federal and state laws and the Trust will file all required forms applicable to the Trust with the appropriate authorities.

10.3 **Flexible Spending Accounts.** All employees will have the option of participating in City sponsored Flexible Spending Accounts (FSAs) for reimbursable medical costs, dependent care costs, or premium sharing costs.

10.4 **Long Term Disability.** Members will be required to purchase long term disability as provided through the City. The premium amount will be added to the members' earnings and deducted after taxes from the members' paycheck. Rates will be adjusted as necessary to include changes in the premiums or the plan.

10.5 **Medical Expense Reimbursement Plan (MERP)**

10.5.1 A monthly deduction will be taken for each employee and will be contributed to the Medical Expense Reimbursement Plan of the Washington State Council of Firefighters Employee Benefit Trust (the "Plan").

- A. The Union asserts the Plan is established in compliance with applicable federal and state laws. Further, the Union agrees to indemnify, defend and hold the City harmless for any and all liability, claims, demands, suits or any other loss, damage or injury to person or property arising from or related to the provisions of this article, including income tax withholding liabilities and tax penalties or any other monetary impacts.
- B. The City will treat these contributions as ordinary income unless the union provides the City with a legal opinion that the Plan is qualified under the Internal Revenue Code for tax deferred status and that the contributions made to the Plan by the City are not includible in the gross income of employees whose salaries would be reduced at the time the contributions are made.

~~10.5.2 Deductions~~

~~A~~10.5.2 Deductions. The City shall take a pre-tax deduction of \$250.00 from the normal salary of each eligible employee. Changes (increases or decreases) to the monthly deduction shall be documented in writing to Human Resources no later than the 25th of the month prior to the desired date of change. The parties agree that no additional MOU's will be needed to make changes to the monthly amount.

- A. ~~1.~~The deduction will be taken on the 25th of the month paycheck.
- B. ~~2.~~Deductions shall be made on a pre-tax basis.
- C. ~~3.~~These contributions shall be considered as base salary for purposes of calculating retirement benefits.

~~B. In addition to the monthly contributions above, if selected by the Union through a process compliant with applicable law, PTO cashouts for all employees separating from employment with the City will be contributed to MERP. Deductions will be made on a pre-tax basis. Any change of election (starting or stopping this benefit) will be made no more than once per year, documented in writing and provided to Human Resources no later than the 25th of the month prior to the desired date of change.~~

~~10.6. Voluntary Employee Beneficiary Association (VEBA)~~

~~10.6.1 A monthly deduction will be taken for each employee and will be contributed to the MSA Voluntary Employee Beneficiary Association (VEBA) Medical Reimbursement Plan for Public Employees in the Northwest (the "Plan").~~

- ~~A. The Union asserts the Plan is established in compliance with applicable federal and state laws. Further, the Union agrees to indemnify, defend and hold the City harmless for any and all liability, claims, demands, suits or any other loss, damage or injury to person or property arising from or related to the provisions of this article, including income tax withholding liabilities and tax penalties or any other monetary impacts.~~

10.5.3 PTO Cash-Out.

- A. At the member's option, the City will allow a one-time "retirement leave sell-back" in the amount of one hundred percent (100%) of the cash-out value for all eligible,

accrued and available PTO leave. The member must declare their retirement and give the City at least three (3) months' advanced notice of their prospective retirement date for this option. The "retirement leave sell-back" shall be paid in the pay period closest to thirty (30) days in advance of the member's retirement date.

- B. The City shall additionally contribute to the Plan for all members in the amount of one hundred percent (100%) of the cash-out value for all eligible, accrued, and available PTO leave on the date of the member's retirement.
- ~~B. The City will treat these contributions as ordinary income unless the Union provides the City with a legal opinion that the Plan is qualified under the Internal Revenue Code for tax deferred status and that the contributions made to the Plan by the City are not includible in the gross income of employees whose salaries would be reduced at the time the contributions are made.~~

~~10.6.2 Deductions~~

~~The City shall take a semi-monthly pre-tax deduction from the normal salary of each eligible employee. Changes (increases or decreases) to the monthly deduction shall be documented in writing to Human Resources no later than the 25th of the month prior to the desired date of change. The parties agree that no additional MOU's will be needed to make changes to the monthly amount.~~

- ~~1. Deductions shall be made on a pre-tax basis.~~
- ~~2. These contributions shall be considered as base salary for purposes of calculating retirement benefits.~~

~~Beyond the monthly contributions, employees are also eligible to make the following contribution. Any changes (starting or stopping this benefit), based upon the vote of the group and compliant with VEBA law, are to be documented in writing to Human Resources no later than the 25th of the month prior to the desired date of change.~~

10.7.10.6 Retirement Plan

~~10.7.1~~10.6.1 All eligible employees and the employer shall participate in the Washington State Law Enforcement Officers and Fire Fighters (LEOFF) Retirement System to the extent provided by Washington state law.

~~10.7.2~~10.6.2 Employees may participate, at their option and cost, in the deferred compensation programs ~~sponsored by the City, currently ICMA and Washington State DRS Deferred Compensation, provided by Mission Square Retirement Corporate and/or WA State DRS DCP, or any other plans the City may provide.~~

10.6.3 Effective January 1, 2023, the City will match, up to a maximum of one percent (1.0%) of the employee's base salary, an employee's contribution to the deferred compensation program described above. Such contributions are subject to IRS limitations.

~~10.7.3 All eligible employees must participate in the retiree health savings plan, HRA VEBA, with the City making agreed-to contributions on behalf of eligible employees.~~

11. ~~11.~~Physical Fitness and Wellness program

11.1 Participation in the physical fitness program as mutually set up by the Local and the City shall be mandatory. The City and the Local shall meet at least annually to continually evaluate the program.

11.2 The City will contribute the amount specified in the Local 452 collective bargaining agreement per authorized (on January 1 of each year) FTE to the Trust on an annual basis for wellness programming.

Payment will be made to the Trust monthly upon receipt of statement certifying the names of individuals who have completed the wellness physicals. Parameters of the Wellness Program will be mutually agreed to by the City and the Local.

All information gathered as a result of the pre-screening and wellness testing process shall remain confidential between the medical and/or other service provider and the employee. Neither the city nor the Local shall have any right of access to the information.

11.3 40-hour per week employees are allowed up to one (1) hour per week of Physical Training (PT).

11.4 Members are required to participate in an annual hearing exam performed during on-site testing (or an alternative) arranged by the City. The City will pay the costs associated with hearing testing.

12. Grievance Procedure

For purposes of this agreement, the term "grievance" means any dispute between the employer and the Local or an employee concerning the application or interpretation of the terms of this agreement. Employees shall have access to Local 4378-Labor Relations Committee prior to advancing a grievance through the formal grievance procedure.

12.2 Procedure

A. If a grievance is to be advanced under this procedure, it shall be presented by the grievant(s) to the Fire Chief within twenty-one (21) calendar days from the date of the alleged breach or violation of this agreement. The grievance shall be reduced to written form by the grievant(s) and shall:

1. Fully describe the grievance and how the grievant(s) was/were affected.
2. Set forth the section(s) of the agreement allegedly violated and state the specific nature of the violation.
3. Indicate the date(s) of the incident(s) grieved.
4. Specify the remedy or solution to the grievance sought by the grievant(s).
5. Identify the grievant(s) and be signed by the grievant(s).
6. Specify whether the grievance procedure should begin at step 1 or step 2.

The grievant(s) may be accompanied by the Local representative in presenting the written grievance to the Fire Chief.

Step 1: The parties will use an interest-~~based~~ problem solving process to resolve the issues identified in the grievance. The process will include all individuals necessary and with authority to reach a resolution. Any resolution of the grievance will be in writing and signed by the parties. If the grievance is not resolved in 21 calendar days, the grievance shall automatically advance to step 2.

Step ~~21~~: The Fire Chief shall conduct a meeting with the grievant(s) and the Local representative. The Fire Chief shall ~~make a decision~~ decide on the matter, in writing, within twenty-one (21) calendar days of receipt of the grievance. Copies of the decision shall be mailed, emailed or hand delivered to the grievant(s), the Local, and the City Manager.

Step 32: If the grievance remains unresolved after the decision has been rendered by the Fire Chief, the grievant(s) shall ~~by letter,~~ deliver in writing the grievance to the City Manager or their designated representative within fourteen (14) calendar days after receipt of the decision reached in Step 21, above. The City Manager or their designate shall conduct an investigatory hearing with the appropriate parties within fourteen (14) calendar days of receipt of the written grievance and shall render their decision within fourteen (14) calendar days of such hearing, with copies to the grievant(s), the Local, and the Fire Chief.

BC. If the grievance is not settled in Step 3, the Local may request arbitration of the grievance within twenty-one (21) calendar days after receipt of the decision of the City Manager, or their designated designee, as hereinafter provided. In cases involving a dispute that is reviewable under both the grievance procedure and the Civil Service, the Local will not proceed to arbitration unless the grievant(s) waives the right to proceed before the Civil Service Commission.

The parties shall mutually select a disinterested third party to serve as arbitrator. In the event the ~~employer City~~ and the Local are unable to agree on an arbitrator, an arbitrator shall be selected by the process of alternately striking from a panel of eleven (11) arbitrators from OR or WA requested from ~~the Public Employment Relations Commission (PERC) selected from OR or WA or the~~ Federal Mediation and Conciliation Service (FMCS) ~~The Local~~. The parties will flip a coin to determine which party shall strike the first name. The request to ~~PERC or~~ FMCS shall state the general nature of the issue and ask that the nominee be qualified to handle the type of issue involved. The City and the Local will jointly share the fee for selection ~~and services~~ of an arbitrator.

The arbitrator shall render a decision as promptly as possible, but no later than thirty (30) calendar days following the close of any evidentiary record. The arbitrator shall consider and decide only the specific issue(s) submitted in writing by the employer and/or the Local, ~~and~~ and shall have no authority ~~to make a decision on~~ decide any other issue not so submitted. The arbitrator shall have jurisdiction and authority only to interpret, apply or determine compliance with the specific terms of the agreement and shall not have jurisdiction to add to, detract from, or alter in any way, the provisions of this agreement. A decision within the jurisdiction of the arbitrator shall be final and binding upon all parties. The expenses and fees incumbent to the services of the arbitrator shall be split equally between the parties. ~~Loser pays the arbitrator's fee but each~~ Each party is responsible for their own costs

including attorney and witness fees.

12.3 Failure by the grievant(s), or their representative, to advance the grievance within time limits stipulated in this article shall constitute abandonment of the grievance. The parties may mutually agree in writing to extend the time limit for a given step for a stated period of time. Failure by the employer to reply in a timely manner constitutes a denial of the grievance, unless both parties have agreed to an extension of the ~~time line~~timeline.

13. Tuition Reimbursement

The employer shall establish a tuition reimbursement account in the Fire Department budget in the amount of \$3,400 for each year of this agreement. The department and the Local shall develop and monitor a program for the disbursement of these funds to eligible Local members.

The Fire Chief or their designee shall review and determine whether or not a course directly relates to the fire service and/or public administration either on its own merit or can be used to obtain a degree.

14. Layoff and Recall

Layoff and recall shall be in accordance with the established rules and regulations of the Vancouver Civil Service Commission in effect at the time of layoff and/or recall.

15. Filling of Battalion and Division Chief Vacancies

Battalion and Division Chief vacancies will be filled in accordance with the established rules and regulations of the Vancouver Civil Service Commission in effect at the time of the vacancy.

16. Separability Clause

In the event that any provision of this agreement shall be determined to be illegal or in violation of any federal or state law or regulation, whether by judicial or administrative determination, that portion of the contract shall be deemed excised from this agreement and all other portions unless dependent upon the excised portions shall remain in full force and effect.

17. Non-Reduction of Wages and Working Conditions

The parties hereto agree that the wages and working conditions in effect and now being paid to and enjoyed by the members of the Local shall not be reduced in view of the provisions of this agreement, provided, however, that nothing in this article shall be construed as limiting management's rights pursuant to Article 3, above.

18. Successor Clause

This agreement and all amendments which are attached shall be binding upon the successors of the city and the Local, and no provisions, terms or obligations contained in these documents shall be affected, modified, altered or changed in any respect whatsoever by the consolidation, merger, annexation, transfer or assignment of either party.

19. Termination and Renewal

19.1 This agreement is effective as of the date it is fully ratified by the parties, and shall remain in full force and effect January 1, 2023, through December 31, ~~2022~~2025. This agreement shall remain in effect pending the adoption of a successor collective bargaining agreement.

19.2 Pursuant to the provisions of RCW, Chapter 41.56, the employer agrees to commence negotiations with the Local not later than June 1 of any calendar year wherein the Local notifies the employer of intent to reopen the agreement on the anniversary date in order to modify wages, hours, and other terms and conditions of employment for the employees covered by this agreement.

20. Contract Amendments

20.1 The parties agree that this Agreement may be amended in writing as agreed to by both parties without action of their respective legislative bodies, unless otherwise specified herein, including, but not limited to amendment by Memorandum of Understanding or Memorandum of Agreement.

Dated this _____ day of _____, ~~2020-~~2022

For the Employer

For the Union

Eric J. Holmes, City Manager

~~Tige Harmon~~Judson McCauley,
President

~~Joseph Molina~~Brennan Blue, Fire Chief

~~Tim Kays~~Tony
Fletcher, Vice President

~~Brian Carlson~~Lisa Brandl, ~~Interim~~ Deputy
~~Milano~~Tom O'Connor, Secretary
City Manager

~~Robb~~

Treasurer

~~Scott Willis~~John Bulder,

Approved as to form:

Jonathan Young, City Attorney

Attest:

Natasha Ramras, City Clerk

APPENDIX A

Fire Command Officers –Local 4378 Pay Tables

~~January 1, 2020 through December 31, 2020~~

~~Retroactive to January 1, 2020 increased 3%.~~

JOB CLASS TITLE	TYPE	STEP 1	STEP 2	STEP 3	STEP 4	STEP 5
FIRE BATTALION CHIEF**	MO.	11,146	11,671	12,221	12,799	13,406
all steps w/20+ yrs	YR.	133,752	140,052	146,652	153,588	160,872
-	HR.	53.0762	55.5762	58.1952	60.9476	63.8381
-	-	-	-	-	-	-
FIRE BATTALION CHIEF**	MO.	10,982	11,506	12,056	12,635	13,242
all steps w/15 yrs	YR.	131,784	138,072	144,672	151,620	158,904
-	HR.	52.2952	54.7905	57.4095	60.1667	63.0571
-	-	-	-	-	-	-
DIVISION CHIEF**	MO.	11,704	12,254	12,832	13,439	14,077
all steps w/20 yrs	YR.	140,448	147,048	153,984	161,268	168,924
-	HR.	67.5231	70.6962	74.0308	77.5327	81.2135
-	-	-	-	-	-	-
DIVISION CHIEF**	MO.	11,531	12,081	12,659	13,266	13,904
all steps w/15 yrs	YR.	138,372	144,972	151,908	159,192	166,848
-	HR.	66.5250	69.6981	73.0327	76.5346	80.2154

~~January 1, 2021 through December 31, 2021~~

~~Effective January 1, 2021 increased 2.5%.~~

JOB CLASS TITLE	TYPE	STEP 1	STEP 2	STEP 3	STEP 4	STEP 5
FIRE BATTALION CHIEF**	MO.	11,425	11,962	12,527	13,119	13,741
all steps w/20+ yrs	YR.	137,100	143,544	150,324	157,428	164,892
-	HR.	54.4048	56.9619	59.6524	62.4714	65.4333
-	-	-	-	-	-	-
FIRE BATTALION CHIEF**	MO.	11,256	11,794	12,358	12,950	13,573
all steps w/15 yrs	YR.	135,072	141,528	148,296	155,400	162,876
-	HR.	53.6000	56.1619	58.8476	61.6667	64.6333
-	-	-	-	-	-	-
DIVISION CHIEF**	MO.	11,996	12,561	13,153	13,775	14,429
all steps w/20 yrs	YR.	143,952	150,732	157,836	165,300	173,148
-	HR.	69.2077	72.4673	75.8827	79.4712	83.2442
-	-	-	-	-	-	-

DIVISION CHIEF**	MO.	11,819	12,383	12,976	13,598	14,251
all steps w/15 yrs	YR.	141,828	148,596	155,712	163,176	171,012
-	HR.	68.1865	71.4404	74.8615	78.4500	82.2173

January 1, 2022 through December 31, 2022

Effective January 1, 2022 increased 2.0%.

JOB CLASS TITLE	TYPE	STEP 1	STEP 2	STEP 3	STEP 4	STEP 5
FIRE BATTALION CHIEF**	MO.	11,653	12,202	12,777	13,382	14,016
all steps w/20+ yrs	YR.	139,836	146,424	153,324	160,584	168,192
-	HR.	55.4905	58.1048	60.8429	63.7238	66.7429
-	-	-	-	-	-	-
FIRE BATTALION CHIEF**	MO.	11,481	12,029	12,605	13,209	13,844
all steps w/15 yrs	YR.	137,772	144,348	151,260	158,508	166,128
-	HR.	54.6714	57.2810	60.0238	62.9000	65.9238
-	-	-	-	-	-	-
DIVISION CHIEF**	MO.	12,236	12,812	13,416	14,051	14,717
all steps w/20 yrs	YR.	146,832	153,744	160,992	168,612	176,604
-	HR.	70.5923	73.9154	77.4000	81.0635	84.9058
-	-	-	-	-	-	-
DIVISION CHIEF**	MO.	12,055	12,631	13,235	13,870	14,536
all steps w/15 yrs	YR.	144,660	151,572	158,820	166,440	174,432
-	HR.	69.5481	72.8712	76.3558	80.0192	83.8615

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AGREEMENT

By and Between

City of Vancouver

and

Fire Command Officers

IAFF Local 4378

January 1, 2023 – December 31, 2025

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FIRE COMMAND OFFICERS AGREEMENT

The City of Vancouver and the Fire Command Officers IAFF Local 4378 recognize that the public interest requires the efficient and uninterrupted performance of Fire Department services, and to this end pledge their best efforts to avoid or eliminate any conduct contrary to that objective. This agreement is an attempt to put in writing wages, hours, and other conditions of employment. For purposes of this agreement, the term "Chief" means the Fire Chief or designee.

1. IAFF Local 4378 Representation

- 1.1 The employer recognizes IAFF Local 4378 as the exclusive bargaining agent for all battalion and division chiefs.
- 1.2 The employer and the Local agree that questions of Local representation that may arise shall be resolved in accord with rules of the Washington State Public Employment Relations Commission (PERC) and in accord with local, state or national statutes and rules.
- 1.3 The Local shall inform the employer in writing of the names of its officers who are accredited to represent it, which information shall be kept up-to-date at all times.

2. Nondiscrimination

The employer and the Local agree that they will not discriminate unfairly against any employee by reason of race, creed, age, color, sex, national origin, religious belief, marital status, mental or physical disability which is subject to reasonable accommodation, sexual orientation, or any other criteria established by state or federal statutes, rules or regulations.

3. Rights of Management

The right to manage the municipal corporation is vested exclusively in the employer and such right includes but is not necessarily limited to the right to organize, schedule hours, staff, assign work and direct the work force; to set standards of service to be offered to the public; to introduce any and all new, improved and automatic methods or equipment in order to improve efficiency and to reduce costs, and to assign employees within the bargaining unit in accordance with such improvements and cost reduction methods, provided that safe working conditions are maintained; to take other disciplinary action for reasonable or just cause in accordance with Civil Service rules and regulations; to take action as may be necessary in emergencies (i.e., natural disasters or catastrophes); to require medical and/or psychological examinations to determine fitness for duty; and to make and enforce rules and regulations. Except as specifically modified by or treated in this agreement, all policies, matters, questions and terms affecting unit employees in their employment relations with

the employer shall be governed by such rules, policies, and procedures as the employer, from time to time, may implement. The employer agrees that the Local will have an opportunity prior to implementation to provide comments and suggestions concerning the new departmental rules and regulations.

4. Work Week, Hours of Work, Shifts

4.1 Battalion Chiefs.

- A. Unless otherwise assigned (see Section 4.1.G.), Battalion Chiefs will work 24-hour shifts on a four-platoon schedule. The hours of duty shall be established by the employer so that the weekly hours of duty shall average 46.27 hours per week on an annual basis.
- B. The shift schedule will be twenty-four (24) hours on, forty-eight (48) hours off, twenty-four (24) hours on, ninety-six (96) hours off. In addition, shift personnel will work an additional two hundred sixteen (216) hours per year (debit hours) to bring the annual average annual hours to two thousand four hundred six hours (2406). The work period will be twenty-four (24) days in length.
- C. Each Battalion Chief will begin each annual staffing cycle with a bank of two hundred sixteen (216) debit hours, and must account for all such hours during the annual staffing cycle. The bank will be reduced on an hour-for-hour basis by hours spent working outside of regularly scheduled shifts either to meet staffing needs, or to complete approved projects, attend meetings, or attend training events. Battalion Chiefs may, at their option, use PTO to eliminate some or all of the debit bank. Battalion Chiefs who have not used all debit hours by the last day of the annual staffing cycle will be debited one (1) hour of accrued PTO for each unused debit hour. Battalion Chiefs who separate from employment during the calendar year and who have not used a prorated portion of their debit hours will have their PTO accounts reduced by the number of hours owed or, in the absence of adequate PTO hours, will have remaining funds withheld from their final paychecks.
- D. When a Battalion chief is to be placed on a temporary 40-hour per week schedule for an administrative assignment, such assignments are to be by mutual agreement between employee and employer.
 - 1. Schedules – The hours of work for 40-hour per week administrative employees shall be assigned in accord with Section 4.2.B.
 - 2. Employees may take paid time off (PTO) while on a 40-hour per week schedule with the approval of their supervisor. This 40-hour per week schedule will not interfere with approved prescheduled PTO.
- E. Employees who are placed on a 40-hour per week administrative

assignment for 30 days or more shall, for purposes of leave balances and accrual, be treated as follows:

As an employee moves between 24-hour shift work and a 40-hour work week, the employee's PTO balance shall be converted to that of a 40-hour per week employee, by multiplying their balance by a factor of .86. The employee will then accrue PTO at the appropriate 40-hour week accrual rate, given their years of service.

Once the administrative assignment ends, the employee's PTO balance shall be converted back to that of a 24-hour shift employee, by multiplying their balance at the end of the administrative assignment by a factor of 1.16. Partial months shall be prorated on a daily basis for purposes of PTO leave accrual.

In the instance where an employee has a grandfathered sick leave bank, and moves from an administrative assignment to a 24-hour shift employee, or vice versa, the employee's sick leave balance shall be converted accordingly. When moving back to a 24-hour shift employee, the balance at the end of the administrative assignment shall be multiplied by a factor of 1.16. When moving to an administrative assignment, the balance shall be multiplied by a factor of .86.

- F. Holidays. 24-hour shift employees working a 40-hour work week on administrative assignment shall be allowed holiday leave as outlined in Article 5.3 during their administrative assignment.
- G. Employees working 24-hour shifts shall be allowed to exchange shifts with each other so long as such exchanges do not interfere with the day-to-day operations of the fire department.

4.2 Division Chiefs.

- A. Work Schedules. The Employer will determine the schedule for Division Chiefs and any changes to the schedule subject to the provisions of this Section.
- B. Each Division Chief will be assigned to one of the following schedules. The starting and ending times and work days will be based on the requirements of the position and operational need, and will be set by mutual agreement of employer and employee. In the absence of mutual agreement to a different option, the Division Chief will be assigned to a 5/8 schedule beginning at 0700. Schedules will include a thirty (30) minute unpaid meal period.
 - 1. 5/8s. Five (5) consecutive eight- (8) hour days on duty, Monday through Friday, followed by two (2) consecutive days off. Hours will be either 0700-1530 or 0800-1630.
 - 2. 4/10s. Four (4) consecutive ten- (10) hour days on duty,

excluding Saturday and Sunday, followed by three (3) consecutive days off. Hours will be either 0600-1630 or 0700-1730.

3. 9/80. A combination of eight (8) nine- (9) hour days (Monday through Friday) and one (1) eight (8) hour day on duty (Monday through Friday), during a two-week period that results in eighty (80) scheduled work hours during a two (2) week period (Monday through Friday).

5. Leave Time

5.1 PTO (Paid Time Off) Leave Accruals

For 24-Hour Shift Employees:

During Year of Service	Paid Shifts off Per Year	Accrual Rate Per Month	Maximum Accumulation
1-5	17 Shifts	34 Hours	1112 Hours
6-10	18	36	1112
11-15	20	40	1112
16-20	21	42	1112
Over 20	24	48	1112

For 40-Hour Work Week Employees:

During Year of Service	Accrual Rate Per Month	Maximum Accumulation
1-5	24.47 Hours	926 Hours
6-10	26.47	926
11-15	28.47	926
16-20	30.47	926
Over 20	33.13	926

PTO hours accrued in a pay period cannot be used in the same pay period in which they are earned, i.e., PTO hours accrued in the 1st through the 15th pay period cannot be used until the 16th of that month and so forth.

A maximum of eight (8) shifts or 131 hours for 40 hour employee - per person are allowed to be sold back per year at regular base rate. Accrued but unused PTO will be cashed out upon separation up to the maximum accumulated hours above.

PTO Availability for New Hires from Outside the City Fire Department

New hires to the City (as opposed to those moving into the bargaining unit from other City positions), will be credited with the equivalent of three

(3) months' PTO accrual, which will be available for immediate use. Hours will be calculated based on the accrual rate assigned to the employee in their offer letter. Additional PTO accrual will not begin until the employee has completed three (3) full months of employment. New hires who separate from employment prior to completing three (3) full months of employment will not be allowed to cash out any unused PTO.

5.2 Members moving from other bargaining units that have vacation/PDO/sick provisions will be transitioned to the PTO plan upon movement into the bargaining unit as follows:

- A. Any PDO balance will be moved into the new PTO bank.
- B. Sick time
 - 1. 40 hours of sick time will be moved into the PTO bank.
 - 2. The employee can choose one of the following for the remainder of their sick bank:
 - a. Grandfather the entire balance for future use; or
 - b. Sell back their balance at a 5:1 ratio at their pay rate in the position prior to moving into the bargaining unit; or
 - c. A combination of (a) and (b).

5.3 Holidays

24-hour shift personnel are not granted holidays off

40 Hour Work Week Holidays

The following days are recognized as "legal" paid holidays:

New Year's Day -- January 1
Martin Luther King's Birthday -- Third Monday in January
President's Day -- Third Monday in February
Memorial Day -- Last Monday in May
Juneteenth -- June 19
Independence Day -- July 4
Labor Day -- First Monday in September
Veteran's Day -- November 11
Thanksgiving Day -- Fourth Thursday in November
Native American Heritage Day -- The Day immediately following Thanksgiving Day
Christmas Day -- December 25

Any of the above holidays which fall on a calendar Saturday shall be celebrated on the previous Friday; any of the above holidays which fall on a calendar Sunday shall be celebrated on the following Monday.

An employee on a 40-hour work week schedule will receive eight (8) hours of pay for these eleven recognized holidays as legal paid holidays for which time off is to be granted. Employees who are regularly scheduled to work more than eight (8) hours may use PTO or

compensatory time to make up the difference between their regular schedule and the holiday pay.

Any employee who is on an approved PTO leave when a holiday occurs will receive the equivalent of eight (8) hours' pay for that holiday and will be charged PTO for any additional hours they were scheduled to work on the holiday.

5.4 LEOFF-II Time Loss Guarantee

A. Duty Related Injury Leave

1. In lieu of the statutory supplement described in RCW 41.04.500 et seq., the City will supplement the time loss payments received by employees who have suffered on-the-job injuries as follows:
 - a. The City will provide its supplement by paying the employee's base salary during the period the employee is receiving benefits under RCW, Title 51, up to a maximum of six (6) months.
 - b. The six (6) month period that the City provides the LEOFF Supplement shall begin on the first day the employees receive the LEOFF Supplement, which may or may not coincide with the payment of time loss.
 - c. If an employee sees a medical provider during the statutory three-day waiting period after the date of injury and is determined to not be able to work as a result of their injury and would not ordinarily be entitled to time loss during this period under L&I guidelines and/or RCW Title 51, then the employee will receive the LEOFF Supplement for hours missed on their date of injury and the three-day waiting period at their normal base rate.
 - d. If time loss is paid pursuant to L&I guidelines and/or RCW Title 51 for the three-day waiting period after the date of injury, then the employee will receive the combination of time loss and the LEOFF Supplement for those days. The LEO FF Supplement will be paid for hours missed on the date of injury.
 - e. If an employee does not seek medical treatment until after the three-day waiting period, then any

time missed from work on the date of injury and those first three days will be coded using their accrued sick leave.

- f. Employees receiving City's time loss supplement must, within ten (10) business days of receipt, sign over to the City all time loss payment checks provided by the City's insurance administrator and/or the State.
2. After this first six (6) month period, employees may supplement time loss payments, up to their normal monthly salary, from their employee's available leave accruals.
3. Employee benefits including the Health Trust contribution, LTD and PTO will continue for the duration of the employee's employment.
4. In a circumstance of a catastrophic one-time event, where the injury results in an immediate, total and permanent disability where the employee is unable to perform the essential job functions, excluding death, the provisions of a duty related injury shall apply; provided that no employee will receive the supplement described in this section after receiving permanent total disability compensation or pension as referenced in RCW Title 51 if they are unable to work as a firefighter.

B. Off Duty Rescue/Lifesaving Disability

Any employee who is disabled while engaging in a rescue or lifesaving situation, in the Vancouver Fire Service area, while off duty, will receive the benefits provided under this article, provided that such situation did not occur while self-employed or in the employ of another where the scope of such employment would potentially involve such actions.

5.5 Light Duty - LEOFF II Employees

The employer shall require light duty to be performed by any employee whose injury is the result of an on-the-job injury, subject to the approval of and limitations determined by the employee's treating physician. Employees injured off the job are not required to perform light duty; however, they may request to do so.

5.6 Bereavement Leave

A maximum of five working days, or two working shifts in the case of 24-hour shift employees, bereavement leave shall be allowed when there is a death in an employee's immediate family. "Immediate Family" is defined as spouse, domestic partner, child, mother, father, brother, sister

or step family, aunt, uncle, niece, nephew, mother-in-law, father-in-law, daughter-in-law, son-in-law, brother-in-law, sister-in-law, grandparent, grandchild, and grandparent, grandchild of the spouse or member of the employee's immediate household. (It is understood that this policy extends to members of a domestic partner's family to the same extent as specified for a spouse above.)

- 5.7 Bereavement leave in excess of two shifts for 24-hour shift employees or forty hours for 40-hour per week employees may be charged to either grandfathered sick leave balance or personal time off with the approval of the Fire Chief or designee.

6. Rates of Pay

6.1 Hourly Rates

The hourly rate of the forty hour employee will be the monthly base rate multiplied by twelve months and divided by 2080 hours. For 24 hour shift personnel, the hourly rate of the employee will be the monthly base rate multiplied by twelve months and divided by 2406 hours.

The parties agree to retain the existing 21.5% spread between the base wage for top step Battalion Chief (without longevity) and Station Captain (without competency) base wage.

Longevity Pay

A Battalion Chief with 20+ years of service will receive 8.0% of top step Battalion Chief (without longevity).

A Battalion Chief with 15+ years of service will receive 6.0% of top step Battalion Chief (without longevity).

Division Chiefs

The monthly base pay rates for Division Chiefs at each step of the salary range will be 8.0% greater than the corresponding rate for Battalion Chief (including longevity) with equal length of service.

Education Incentive

Employees who have earned a BA/BS from an accredited institution of higher education will receive premium pay at a rate of three percent (3.0%) of the top step Battalion Chief (without longevity) wage rate.

6.2 Promotions

- A. **Battalion Chief Position**— At the time of promotion, an employee promoting from Captain to Battalion Chief will move to the step in the appropriate range which results in an increase of at least 5%

from their base salary (not including specialty pays or assignment pay).

B. **Division Chief Position** – At the time of promotion, an employee promoting:

1. From Captain to Division Chief – will move to the step in the appropriate range which results in an increase of at least 13% from their base salary (not including specialty pays or assignment pay).
2. From Battalion Chief to Division Chief – will move to the step in the appropriate range which results in an increase of at least 8% from their current base salary as Battalion Chief.

6.3 Demotions

Employees who demote to Battalion Chief will move to the step in the appropriate range that results in the least amount of pay reduction, but not above the top of the range.

6.4 Division Chiefs and Acting or Temporary Deputy Fire Chiefs will also receive the following:

- A. A pay range 8% above Battalion Chief for a Division Chief.
- B. A pay range 5% above Division Chief for an Acting or Temporary Deputy Fire Chief.
- C. Access to a staff vehicle for business-related transportation.

6.5 Each Division Chief shall be assigned a staff vehicle to facilitate city business needs. The vehicle shall be used as defined by the Fire Chief or designee and facilitate the work assignments of the Division Chief, ability to respond to emergency incidents and to keep assigned equipment for emergency response.

7. Overtime

7.1 In the event the need for overtime should arise, overtime will be compensated according to the following schedules

- A. Shift overtime will be paid at time-and-one-half.
- B. Battalion Chiefs working a temporary daytime assignment and Division Chiefs will be paid at time-and-one-half when working in excess of 40 hours per work week, or when working outside the employee's normal assigned work schedule.

- C. Battalion Chiefs working a temporary daytime assignment and Division Chiefs will be paid at time-and-one-half of a shift Battalion Chief rate when filling a shift Battalion Chief position.
- 7.2 When an employee is off work, and when their absence and/or the absence of other employees results in the need to hire back, Battalion Chiefs who were promoted via the civil service process will be given the first opportunity to be hired back to fill the vacant Battalion Chief position.
- A. In the event Battalion Chiefs who were promoted via the civil service process either refuse the opportunity or cannot be reached, the department will fill the vacant slot by following the usual procedures for determining the hire back with the members of the following groups offered in the sequential order presented below:
 - 1. Division Chiefs who have completed required training.
 - 2. Appointed acting or temporary Battalion Chiefs.
 - 3. Out of class Captain Step 3 or above who have completed required training and who have the BCO Telestaff attribute.

The training requirements that must be satisfied are as follows:

- 1. Blue Card certification
- 2. Completion and sign off of the Battalion Chief Out of Class (OOC) Task Book.

7.3 Compensatory Time

By mutual agreement of the employer and employee, compensating time off at the applicable premium rate may be arranged in lieu of overtime or callback pay. Compensating time off may accumulate not to exceed One hundred and twenty (120) hours. Use of compensating time off may be scheduled as mutually agreed by the employer and employee and will be taken in 12 hour blocks (for 24-hour personnel).

7.4 Out of Class, Acting and Temporary Assignments:

In the event employee absences do not result in the need to hire back, the usual procedures for assigning employees Out of Class, Acting or Temporary will apply.

- A. Out of Class. Captains represented by Local 452 with a BCO attribute are authorized to work as Battalion Chiefs (for day-to-day sporadic staffing needs) as long as one qualified 4378 Battalion Chief/Division Chief is on duty and the acting position does not create a mandatory overtime within Local 452's work jurisdiction.

1. Battalion Chiefs promoted to the Battalion Chief rank through the City's civil service rules will be considered qualified when they have completed required training
 2. Battalion Chiefs newly hired to the City and Division Chiefs (who did not previously hold the Battalion Chief rank at the City) will be considered qualified if they have completed a minimum of two hundred forty (240) hours working as a shift Battalion Chief.
- B. Acting Assignment. Captains represented by Local 452 are authorized to work as an appointed Acting Battalion Chief. This appointed position will function as a fulltime battalion chief to include filling the mandatory one (1) regular battalion chief slot.
- C. Temporary Assignment. Temporary assignments are governed by current civil service rules and limited to one four (4) month appointment per vacancy. This appointed position will function as a fulltime battalion chief to include filling the mandatory one (1) regular battalion chief slot.
1. In the event the Battalion Chief eligibility list has been exhausted or has less than three (3) candidates, the parties agree to one additional four (4) month appointment per vacancy.

8. Duty Chief

- 8.1 The duties of Battalion Chiefs and Division Chiefs include acting as Duty Chief. The Duty Chief is responsible for managing resources in the VFD service area during times of unusual operational situations, examples include: weather events, known upcoming events, emergency operations that require on duty resources to be depleted etc. The Duty Chief should activate the Department Operations Center (DOC) and staff appropriately to ensure response coverage is managed appropriately during the event.
- 8.2 Battalion Chiefs (on Shift or Administrative assignment) and Division Chiefs shall assume the responsibilities as the "on-call" Duty Chief on a rotating basis.
- 8.3 Should the Battalion or Division Chief serving as a Duty Chief deem it appropriate to respond, or a Battalion or Division Chief is called back by a Chief Officer, they will be compensated at the overtime rate of one and one-half times (1 ½) the assigned base pay for the duration of that response.

- 8.4 Battalion and Division Chief's performing the on-call Duty Chief function will receive pager pay equal to one (1) hour of the top step Battalion Chief (w/20+ years) overtime rate for the 24-hour period. The on-call Duty Chief shall be provided access to a code 3 compliant vehicle that supports the duties of the Duty Chief. The vehicle will not leave Clark County, except as approved by the Chief or designee.

9. Medical Examinations

- 9.1 The employer has the right to require medical/physical or psychological examinations by a licensed practitioner of all employees covered by this agreement to assure that they continue to meet the requirements for the position as set forth by the local pension board and/or department rules and regulations. The employer recognizes and respects the employee's right to privacy of personal medical/family history information which is not related to the employee's ability to perform the job. When requiring an examination, the employer shall request only information which is reasonably necessary to determine the employee's ability to perform their job, any appropriate restrictions of duties, and the likely duration of any such restrictions and the probable date of return to duty. The chief shall request that the practitioner recommend corrective measures to be taken by the employee to improve the health and/or physical condition which impairs the employee's ability to perform their job. The chief may direct the employee to follow the corrective measures.
- 9.2 If an employee is required by the employer to have an examination under this article:
- A. Such examination shall be at the employer's expense.
 - B. Actual time spent, including travel time, as authorized by the employer, shall be considered work time and paid at time and one-half times the employee's base rate of pay if the examination is on a day which would otherwise have been a day off.
- 9.3 If an employee is injured, and the employer requires the employee to be evaluated for fitness for duty prior to returning to work, the evaluating physician will consult with the employee's private physician in the process of making that evaluation.

10. Employee Insurance

10.1 **Life Insurance.** Each employee shall be enrolled in the city's group term life and accidental death and dismemberment insurance policy in an amount equal to one-time annual base salary, not to exceed \$100,000, rounded to the next higher multiple of \$1,000, double indemnity, the premium for which will be paid by the employer. In addition, employees shall have the option of choosing dependent and/or additional life insurance on a payroll deduction basis.

10.2 **Health Insurance.** During the term of this agreement, IAFF Local 4378 will provide medical, dental and vision benefits to members, their spouses, qualified domestic partners, and dependents through the Vancouver Firefighter's Union Health and Welfare Trust established September 16, 2011 ("Trust").

It is the goal of the parties that this agreement will provide a long-term framework for bargaining unit health care coverage. Through this agreement, the parties seek to:

- Meet the health care needs of employees, their spouses, qualified domestic partners, and dependents;
- Significantly slow the growth of health care costs and create a more sustainable system;
- Provide greater collective consumer choice, control, and accountability; and
- Participate in a plan that is financially stable and in compliance with all applicable state and federal regulations.

A. Trust Contributions.

1. Effective January 1, 2023 and for the remainder of the term of this Agreement, the City's contribution per employee will be equal to the monthly contribution contributed by the City per employee in the suppression bargaining unit represented by IAFF Local 452.
2. All Trust Contributions must be made to the Trust by the 10th day of the month. Trust Contributions will be made for each employee that is on the payroll as of the first of that month. Upon request of the Trust, the City agrees to facilitate an electronic or wire transfer of these funds to the Trust to expedite their delivery to the Trust.

3. If the City is delinquent in submitting contributions to the Trust, the City shall pay the Trust interest at a rate of 12% (twelve percent) per annum.
4. In the event the Trust determines that employee contributions to health care coverage are required, the City will make deductions from payroll upon request. Where required, written authorization from employees to allow for a pre-tax deduction pursuant to a cafeteria plan under Code Section 125 will be provided to the City prior to the time deductions are made. The parties will determine a procedure that facilitates this process, allows for pre-tax deductions where appropriate, and minimizes the administrative burden on the City.
5. The Trust will be responsible for all COBRA coverage (pursuant to federal requirements.)
6. The Trust will provide to the employee and the taxing authorities appropriate tax reporting forms for any employees receiving benefits that are considered taxable. The City shall fund the "employer" portion of any required payroll taxes (e.g. employer share of Medicare) associated with taxable medical, dental, and vision benefits, including those that may be payable with respect to a domestic partner coverage. In no event, will the City be responsible for any required payroll taxes beyond what the City was responsible for before the Trust was established. The Trust shall separately bill the City for any such payroll taxes that may be due.

B. Legal.

1. It is agreed the City is not taking any responsibility for claims risk, and the sole responsibility of the City is to pay the required Trust contributions.
2. The City is not responsible (including fiduciary responsibility) for any of the actions of the Trust. In the event the Trust has insufficient assets to perform its obligations, under this Agreement, the IAFF Local 4378 Union will defend, indemnify and hold harmless the City from any and all liability that relates in any way to the operation of the Trust.
3. The union acknowledges the Trust's responsibility to comply with all of the applicable provisions of the PPACA and federal and state laws and the Trust will file all required forms

applicable to the Trust with the appropriate authorities.

- 10.3 **Flexible Spending Accounts.** All employees will have the option of participating in City sponsored Flexible Spending Accounts (FSAs) for reimbursable medical costs, dependent care costs, or premium sharing costs.
- 10.4 **Long Term Disability.** Members will be required to purchase long term disability as provided through the City. The premium amount will be added to the members' earnings and deducted after taxes from the members' paycheck. Rates will be adjusted as necessary to include changes in the premiums or the plan.

10.5 **Medical Expense Reimbursement Plan (MERP)**

- 10.5.1 A monthly deduction will be taken for each employee and will be contributed to the Medical Expense Reimbursement Plan of the Washington State Council of Firefighters Employee Benefit Trust (the "Plan").
- A. The Union asserts the Plan is established in compliance with applicable federal and state laws. Further, the Union agrees to indemnify, defend and hold the City harmless for any and all liability, claims, demands, suits or any other loss, damage or injury to person or property arising from or related to the provisions of this article, including income tax withholding liabilities and tax penalties or any other monetary impacts.
 - B. The City will treat these contributions as ordinary income unless the union provides the City with a legal opinion that the Plan is qualified under the Internal Revenue Code for tax deferred status and that the contributions made to the Plan by the City are not includible in the gross income of employees whose salaries would be reduced at the time the contributions are made.
- 10.5.2 Deductions. The City shall take a pre-tax deduction of \$250.00 from the normal salary of each eligible employee. Changes (increases or decreases) to the monthly deduction shall be documented in writing to Human Resources no later than the 25th of the month prior to the desired date of change. The parties agree that no additional MOU's will be needed to make changes to the monthly amount.
- A. The deduction will be taken on the 25th of the month paycheck.
 - B. Deductions shall be made on a pre-tax basis.

- C. These contributions shall be considered as base salary for purposes of calculating retirement benefits.

10.5.3 PTO Cash-Out.

- A. At the member's option, the City will allow a one-time "retirement leave sell-back" in the amount of one hundred percent (100%) of the cash-out value for all eligible, accrued and available PTO leave. The member must declare their retirement and give the City at least three (3) months' advanced notice of their prospective retirement date for this option. The "retirement leave sell-back" shall be paid in the pay period closest to thirty (30) days in advance of the member's retirement date.
- B. The City shall additionally contribute to the Plan for all members in the amount of one hundred percent (100%) of the cash-out value for all eligible, accrued, and available PTO leave on the date of the member's retirement.

10.6 Retirement Plan

- 10.6.1 All eligible employees and the employer shall participate in the Washington State Law Enforcement Officers and Fire Fighters (LEOFF) Retirement System to the extent provided by Washington state law.
- 10.6.2 Employees may participate, at their option and cost, in the deferred compensation programs provided by Mission Square Retirement Corporate and/or WA State DRS DCP, or any other plans the City may provide.
- 10.6.3 Effective January 1, 2023, the City will match, up to a maximum of one percent (1.0%) of the employee's base salary, an employee's contribution to the deferred compensation program described above. Such contributions are subject to IRS limitations.

11. Physical Fitness and Wellness program

- 11.1 Participation in the physical fitness program as mutually set up by the Local and the City shall be mandatory. The City and the Local shall meet at least annually to continually evaluate the program.
- 11.2 The City will contribute the amount specified in the Local 452 collective bargaining agreement per authorized (on January 1 of each year) FTE to the Trust on an annual basis for wellness programming.

Payment will be made to the Trust monthly upon receipt of statement

certifying the names of individuals who have completed the wellness physicals. Parameters of the Wellness Program will be mutually agreed to by the City and the Local.

All information gathered as a result of the pre-screening and wellness testing process shall remain confidential between the medical and/or other service provider and the employee. Neither the city nor the Local shall have any right of access to the information.

11.3 40-hour per week employees are allowed up to one (1) hour per week of Physical Training (PT).

11.4 Members are required to participate in an annual hearing exam performed during on-site testing (or an alternative) arranged by the City. The City will pay the costs associated with hearing testing.

12. Grievance Procedure

For purposes of this agreement, the term "grievance" means any dispute between the employer and the Local or an employee concerning the application or interpretation of the terms of this agreement. Employees shall have access to Local 4378-Labor Relations Committee prior to advancing a grievance through the formal grievance procedure.

12.2 Procedure

A. If a grievance is to be advanced under this procedure, it shall be presented by the grievant(s) to the Fire Chief within twenty-one (21) calendar days from the date of the alleged breach or violation of this agreement. The grievance shall be reduced to written form by the grievant(s) and shall:

1. Fully describe the grievance and how the grievant(s) was/were affected.
2. Set forth the section(s) of the agreement allegedly violated and state the specific nature of the violation.
3. Indicate the date(s) of the incident(s) grieved.
4. Specify the remedy or solution to the grievance sought by the grievant(s).
5. Identify the grievant(s) and be signed by the grievant(s).
6. Specify whether the grievance procedure should begin at step 1 or step 2.

The grievant(s) may be accompanied by the Local representative in presenting the written grievance to the Fire Chief.

Step 1: The parties will use an interest-based problem solving process to resolve the issues identified in the grievance. The process will include all individuals necessary and with authority to reach a resolution. Any resolution of the grievance will be in writing and signed by the parties. If the grievance is not resolved in 21 calendar days, the grievance shall automatically advance to step 2.

Step 1: The Fire Chief shall conduct a meeting with the grievant(s) and the Local representative. The Fire Chief shall decide on the matter, in writing, within twenty-one (21) calendar days of receipt of the grievance. Copies of the decision shall be mailed, emailed or hand delivered to the grievant(s), the Local, and the City Manager.

Step 2: If the grievance remains unresolved after the decision has been rendered by the Fire Chief, the grievant(s) shall deliver in writing the grievance to the City Manager or their designated representative within fourteen (14) calendar days after receipt of the decision reached in Step 1, above. The City Manager or their designate shall conduct an investigatory hearing with the appropriate parties within fourteen (14) calendar days of receipt of the written grievance and shall render their decision within fourteen (14) calendar days of such hearing, with copies to the grievant(s), the Local, and the Fire Chief.

- C. If the grievance is not settled in Step 3, the Local may request arbitration of the grievance within twenty-one (21) calendar days after receipt of the decision of the City Manager, or their designee, as hereinafter provided. In cases involving a dispute that is reviewable under both the grievance procedure and the Civil Service, the Local will not proceed to arbitration unless the grievant(s) waives the right to proceed before the Civil Service Commission.

The parties shall mutually select a disinterested third party to serve as arbitrator. In the event the City and the Local are unable to agree on an arbitrator, an arbitrator shall be selected by the process of alternately striking from a panel of eleven (11) arbitrators from OR or WA requested from the Federal Mediation and Conciliation Service (FMCS) . The parties will flip a coin to determine which party shall strike the first name. The request to FMCS shall state the general nature of the issue and ask that the nominee be qualified to handle the type of issue involved. The City and the Local will jointly share the fee for selection of an arbitrator.

The arbitrator shall render a decision as promptly as possible, but

no later than thirty (30) calendar days following the close of any evidentiary record. The arbitrator shall consider and decide only the specific issue(s) submitted in writing by the employer and/or the Local and shall have no authority decide any other issue not so submitted. The arbitrator shall have jurisdiction and authority only to interpret, apply or determine compliance with the specific terms of the agreement and shall not have jurisdiction to add to, detract from, or alter in any way, the provisions of this agreement. A decision within the jurisdiction of the arbitrator shall be final and binding upon all parties. The expenses and fees incumbent to the services of the arbitrator shall be split equally between the parties. Each party is responsible for their own costs including attorney and witness fees.

- 12.3 Failure by the grievant(s), or their representative, to advance the grievance within time limits stipulated in this article shall constitute abandonment of the grievance. The parties may mutually agree in writing to extend the time limit for a given step for a stated period of time. Failure by the employer to reply in a timely manner constitutes a denial of the grievance, unless both parties have agreed to an extension of the timeline.

13. Tuition Reimbursement

The employer shall establish a tuition reimbursement account in the Fire Department budget in the amount of \$3,400 for each year of this agreement. The department and the Local shall develop and monitor a program for the disbursement of these funds to eligible Local members.

The Fire Chief or their designee shall review and determine whether or not a course directly relates to the fire service and/or public administration either on its own merit or can be used to obtain a degree.

14. Layoff and Recall

Layoff and recall shall be in accordance with the established rules and regulations of the Vancouver Civil Service Commission in effect at the time of layoff and/or recall.

15. Filling of Battalion and Division Chief Vacancies

Battalion and Division Chief vacancies will be filled in accordance with the established rules and regulations of the Vancouver Civil Service Commission in effect at the time of the vacancy.

16. Separability Clause

In the event that any provision of this agreement shall be determined to be illegal or in violation of any federal or state law or regulation, whether by judicial or administrative determination, that portion of the contract shall be deemed excised

from this agreement and all other portions unless dependent upon the excised portions shall remain in full force and effect.

17. Non-Reduction of Wages and Working Conditions

The parties hereto agree that the wages and working conditions in effect and now being paid to and enjoyed by the members of the Local shall not be reduced in view of the provisions of this agreement, provided, however, that nothing in this article shall be construed as limiting management's rights pursuant to Article 3, above.

18. Successor Clause

This agreement and all amendments which are attached shall be binding upon the successors of the city and the Local, and no provisions, terms or obligations contained in these documents shall be affected, modified, altered or changed in any respect whatsoever by the consolidation, merger, annexation, transfer or assignment of either party.

19. Termination and Renewal

19.1 This agreement is effective as of the date it is fully ratified by the parties, and shall remain in full force and effect January 1, 2023, through December 31, 2025. This agreement shall remain in effect pending the adoption of a successor collective bargaining agreement.

19.2 Pursuant to the provisions of RCW, Chapter 41.56, the employer agrees to commence negotiations with the Local not later than June 1 of any calendar year wherein the Local notifies the employer of intent to reopen the agreement on the anniversary date in order to modify wages, hours, and other terms and conditions of employment for the employees covered by this agreement.

20. Contract Amendments

20.1 The parties agree that this Agreement may be amended in writing as agreed to by both parties without action of their respective legislative bodies, unless otherwise specified herein, including, but not limited to amendment by Memorandum of Understanding or Memorandum of Agreement.

Dated this _____ day of _____, 2022

For the Employer

Eric J. Holmes, City Manager

Brennan Blue, Fire Chief

Lisa Brandl, Deputy
City Manager

For the Union

Judson McCauley, President

Tony Fletcher, Vice President

Tom O'Connor, Secretary

John Bulder, Treasurer

Approved as to form:

Jonathan Young, City Attorney

Attest:

Natasha Ramras, City Clerk

APPENDIX A

Fire Command Officers – Local 4378 Pay Tables

[To be added when bargaining between City and IAFF Local 452 is complete for the 2023-2025 period. As described in Section 6.1 – Hourly Rates, the top step of the BC range (without longevity) will be 21.5% greater than the Station Captain step (without competency) of the Captain range. Consistent with the 2020-2023 CBA, the BC range (without longevity) will have five steps with a 5% difference between steps. Longevity will be added to the steps displayed in this Appendix. The Division Chief range will also have five steps, with each step being 8% greater than BC step (including longevity) of the same number.]

4854-9601-7461, v. 1



Staff Report: 013-23

TO: Mayor and City Council

FROM: Eric Holmes, City Manager

DATE: 1/23/2023

SUBJECT Lodging Tax Grants 2023

Key Points

- The City collects a 4% lodging tax on hotel and motel room nights. These funds can be used by municipalities and community organizations and for the purpose of supporting tourism-related events, activities and facilities.
- The City's Lodging Tax Advisory Committee, which is required by state regulations in order to expend the funds, reviewed applications for lodging tax funds and is making recommendations to the City Council.
- Council is being asked to approve partial or full funding for ten grant applications totaling \$125,000 as set forth in Exhibit A.

Strategic Plan Alignment

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

Goal 5: Continue to build high quality historical and cultural experiences for residents and visitors of the City's Strategic Plan

Present Situation

RCW 67.28.180 allows municipalities to impose a 4% lodging tax on stays of less than 30 days at hotels, motels, campgrounds, bed and breakfasts and RV parks. Those funds can only be used for tourism-related projects, events and facilities. Vancouver increased its lodging tax from 2% to 4% in 1998 with the second 2% dedicated to debt service and capital improvements for the downtown Hotel/Convention Center. The original 2% continued to be used to fund other tourism related projects. One of the impacts of the recession was that from 2009-2016, all of Vancouver's lodging tax funds were allocated to support the Hotel/Convention Center.

For 2023, the City has \$125,000 in lodging tax revenue that is excess to the needs of the Hotel/Convention Center and is available for other tourism-related projects. The RCW requires

that in order to expend lodging tax funds, the City's Lodging Tax Advisory Committee, comprising equal numbers of lodging tax generators and potential lodging tax recipients, must review and recommend proposed expenditures to the City Council. In October and November 2022, the City solicited lodging tax grant proposals from interested parties. Ten proposals were received totaling \$285,000. The Lodging Tax Advisory Committee reviewed the proposals and, as set forth in Exhibit A, is recommending full or partial funding of all ten, which totals \$125,000.

Per state regulations, the City Council only may approve awards to candidates recommended by the Lodging Tax Advisory Committee and only at the amount recommended unless Council submits its change in the amount to the LTAC for comment. All approved grant recipients must enter into a professional services agreement with the City.

Advantage(s)

Grant funds will support tourism-related events, activities and facilities that help strengthen Vancouver's appeal to both day and overnight visitors.

Disadvantage(s)

None

Budget Impact

The 2023 budget contains the appropriation sufficient to cover grants in the amount of \$125,000 in lodging tax funds.

Prior Council Review

None

Action Requested

On January 23, 2023, adopt a resolution approving the 2023 Lodging Tax Grants as recommended by the Lodging Tax Advisory Committee and authorizing the City Manager or their designee to execute professional services agreements with the grant recipients.

Teresa Brum, Deputy Economic Development Director, 360-487-7949

ATTACHMENTS:

- ▢ Attachment A
- ▢ Resolution

2023 Lodging Tax Advisory Committee Recommendations to City Council

	Project Name	Organization Name	Applicant Name	Event Date/Type of Event	Description	Amount Requested	LTAC Recommended Amount
1	Summer Fest 2023	The Historic Trust	Holly Chamberlain	Jun 21-Aug 26	Now in its second year, Summer Fest 2023 is a season-long, all-ages, free celebration of community togetherness and history held at the City-owned facilities at Officers Row and the West Barracks at the Fort Vancouver National Site. The event’s variety of activities appeal to a wide range of interests and invite the public to enjoy and interact with the city's signature historic site. Attendance at 2022's first time Summer Fest event series was 6,000-7,000, and is hoped to increase to 7500. Events include visual art activities, the July 2 Picnic in the Park, twice-monthly Porch Concerts featuring local music and vintage cars and more. Groups performing will represent different cultural traditions in the Pacific Northwest and beyond.	\$25,000.00	\$10,000.00
2	21st Annual 4 Days of Aloha	Ke Kukui Foundation	Kaloku Holt	Jul 20-23	The 4 Days Of Aloha event exists to eliminate socio-economic barriers to the successful integration and assimilation of Native Hawaiians and Pacific Islanders relocating to the Pacific Northwest/continental United States and to preserve and to share traditional Hawaiian/Polynesian culture through educational programming consisting of music, dance, language, and other traditional arts. The 2023 projected audience is 20,000-30,000+. The event is a multi-location program that features cultural workshops with a talented lineup of kumu hula (master teacher in the art of hula) and craft artisans from the Islands of Hawai’i and the Pacific Northwest to teach their craft. Two festival days are comprised of a "Concert In The Park", "Ho’ike" (recital for the workshop students), "Multicultural Celebration" and "Run 4 Aloha" and the Hawaiian Festival featuring roughly 60+ food and craft vendors and live cultural performances throughout each day. This festival has become known as the largest Hawaiian gathering in the PNW and plans to remain a constant in Vancouver for years to come.	\$50,000.00	\$20,000.00
3	QR Code Banners for Waterfront, Downtown, Uptown Village	Vancouver's Downtown Association	Michael Walker	Q2 2023	All new QR Code Banners will improve the dissemination of visitor resources (e.g. walking maps, event listings, community information, etc.) to out of town visitors strolling through the heart of Vancouver. The Vancouver’s Downtown Association (VDA) manages the city’s nearly 200 banner locations throughout the Waterfront, Historic Core, and Uptown Village. VDA has created a new “Explore Downtown” banner series, which features a QR code that will direct users to the Visit Vancouver webpage featuring downtown visitor resources: walking map, events listings, public art map, First Friday listings, and more. The QR code is tied to an analytics platform which will track visitor data informing us of daily usage, location, and origin.	\$15,000.00	\$10,000.00
4	Vancouver Arts Festival	Vancouver Symphony Orchestra	Igor Shakhman	Aug 4-6	The all new, large-scale, multi-day Vancouver Arts Festival will celebrate arts and culture in Vancouver. A partnership between the Vancouver Symphony Orchestra (VSO) and the M.J. Murdock Charitable Trust, the event will produce a public artistic series featuring different themes and intermittent educational activities. The festival will include multiple performances including a free outdoor concert conducted by VSO Maestro Salvador Brotons and a family-friendly concert for younger audiences. Nationally acclaimed music conductor Gerard Schwarz will conduct a major American music program. A large audience of at least 30,000 people is anticipated.	\$50,000.00	\$20,000.00

2023 Lodging Tax Advisory Committee Recommendations to City Council

5	Luminaria Dia de Muertos 2023	Vancouver Ballet Folklorico	Anna Cruz	Oct 21	Luminarias/Dia de Muertos is a community and inclusive event to celebrate and honor our departed loved ones, family and friends. Celebrating Dia de Muertos is engaging in a cultural celebration observed at large in Mexico and presently in many places around the world. The Vancouver event started in 2021 when there was a reported attendance of 700 people, and it grew to close to 3,000 in 2022. This year with an increased number of advertising postcards made available from ARTSTRA, the event was enhanced with food carts and local organizations whose focus is to work with the Hispanic/Latino community that joined to promote their organizations and to set-up ofrendas/altars. Participants took part in activities, enjoyed food, visited altars, had their face painted, decorated clay skulls and children created art at different stations or had their pictures taken in the wooden cut-outs and more. Dia de Muertos is something destined to stay in our city and to grow as an inclusive community event that is a celebration of life, an opportunity to honor our departed ones, and a peaceful setting to heal, forgive, love and let go.	\$10,000.00	\$5,000.00
6	Clark County Open Studios	Artstra	Jennifer Williams	Nov 4-5	Open Studios is a free self-guided tour where local artists open their studios to the public and share how, why, and where their art is created. The Open Studios tour supports the development of a rich cultural climate, enhances the City's image, and encourages the growth of the local economy through the arts. This annual event begins with a preview exhibit and reception on Vancouver's First Friday Art Walk in November. Downtown galleries support Open Studios and have donated their space for the preview exhibition every year and are eager to do so with attendance averaging 600 visitors on First Friday. Following the reception, 50 artists open their studio doors to visitors from around the region. The most recent grant report from 2019 counted 1771 visitors, up 40% from the previous year. Twelve percent of visitors came from more than 50 miles from Vancouver, 17% of visitors came from outside Washington State, and 20% of visitors came from outside of Clark County. As the Open Studios program continues to grow in popularity, we strive to heighten our marketing and promotion of the event to expand and enhance our visibility. In doing so, we are requesting funding for radio and TV advertising with OPB, with the goal of reaching a larger, engaged, and influential audience.	\$10,000.00	\$5,000.00
7	2023 RevitalizeWA State Conference	Vancouver's Downtown Association	Michael Walker	Oct 11-15	Vancouver’s Downtown Association is recruiting the RevitalizeWA Conference to Vancouver in 2023. RevitalizeWA is Washington State’s annual preservation and downtown revitalization conference. The conference is designed to educate on issues affecting Main Street districts, the preservation of historic places, and cultural resource protection practices; highlight existing preservation and revitalization efforts; and help communities plan for the future. The conference provides educational sessions, tours, networking events, and the presentation of Washington’s annual Excellence on Main Awards. The event will occur throughout downtown, activating venues located at the Waterfront, Historic Core, and Officers Row. A strong financial match is required for a community to be competitive, and VDA is working to solicit resources from a variety of community stakeholders.	\$25,000.00	\$13,000.00
8	Vancouver GoFest & Community Days	Vancouver Arena	John Rudolph Park	June 3-4 and monthly community days	GoFest is a new event in Vancouver for Pokemon GO. Pokémon Go is a free smartphone app that combines gaming with the real world. The game uses location tracking and mapping technology to create an 'augmented reality' where players catch and train Pokémon characters in real locations. The event will be run from Fort Vancouver, but attendees would disperse across the city after checking in. The current monthly Pokemon GO events have 300-500 people attending a 3-hour event, so a conservative goal for GoFest event would be 1000 people. A similar 2022 event in Seattle drew 60,000 people. Event elements include a "Vancouver Passport" where	\$20,000.00	\$8,000.00

2023 Lodging Tax Advisory Committee Recommendations to City Council

					participants would collect stamps from businesses; a game augmented reality mode where players can take a photo with their Pokemon and post their pictures to Twitter #VancouverWA; and professional cosplay actors to interact with people and participate in photos. Pokemon GO appeals to people from all walks of life. Their Facebook group has ~1,000 members that is almost exactly 50/50 split between genders. The age group is 10% under 25, 35% between the age of 25-34, 50% 35+. The core audience are people who grew up watching the cartoon and playing the games but now have families of their own.		
9	Great River Arts Festival (GRAF)	Ricky Gaspar	Ricky Gaspar	Sep 2	Great River Arts Festival (GRAF)was started in 2021 by two local tattoo artists to create a platform and space for artists to create murals and grew in 2022 to include an alley way market and artist tours. Strengthening unity through diversity, GRAF is a celebration of art, culture, history and community. The goal is to showcase and support northwest and world-renowned artists, to curate and grow a visual multicultural historic arts district experience through murals and interactive digital content, and to share a diverse exchange with multicultural vendors, food, and live music and dance performances. Founded by owner/artist Ricky Gaspar and artists Heysus Torralba and Manuel Villagran from Local Boy Tatau, GRAF has seen two consecutive years of success. Starting off in 2021 the event completed 12 new murals at 6th and Broadway, and then in 2022 completed 15 new murals throughout downtown from 5th to 15th street. The event supports young and emerging artists, providing a platform and a space to create. QR code plaques, digital content and web media will be added to enhance the walkability and interactivity of the event.	\$50,000.00	\$20,000.00
10	Columbia River and Girlfriends Triathlon Festival	WHY Community	Sherri McMillan	Aug 11-13	Columbia River & Girlfriends Triathlon Festival started in 2009 with just a couple hundred athletes and over the last 15 years, has grown to nearly 1500 athletes over a 3 day weekend festival to be the largest multisport event in the region. The 2023 event will expand in the following ways: continue to allow kids to race forFree in the Kids Triathlon and the Sunset 5K to encourage Family participation for the entire weekend, bring in a different band for concert to the Friday night Sunset 5K/10K, expand the paddle board races, apply for the event to be a national USA Triathlon qualifier, and add a First Responder Relay to bring community and first responders together. The event offers 12 different race categories including a Sprint and Olympic distance Triathlon, Duathlon & AquaBike, an All Women’s Sprint Triathlon, a 5K & 10K and a Kids Triathlon. In 2022, 70% of the athletes were not local and drove more than 50 miles to attend the event.	\$30,000.00	\$14,000.00
						\$285,000.00	\$125,000.00

Final Recommendation to Council: 2023 City of Vancouver Lodging Tax Grant Allocation of Funding

\$125,000.00

1/23/2023

RESOLUTION NO. _____

A RESOLUTION relating to the award of lodging tax grant funds for 2023 as recommend by the City Council appointed Lodging Tax Advisory Committee.

WHEREAS, RCW 67.28.180 and 67.28.181 allow municipalities to impose a lodging tax of up to 4% on overnight stays in a lodging establishment such as a hotel, motel, bed and breakfast facility, or campground; and

WHEREAS, funds collected through the lodging tax can be used for the purpose of supporting tourism promotion, including but not limited to events, activities and facilities designed to increase tourism; and

WHEREAS, RCW 67.28.1816 and 67.28.1817 require that in order to expend lodging tax funds, municipalities appoint a Lodging Tax Advisory Committee, comprised of equal numbers of lodging tax generators and potential lodging tax recipients, who will make recommendations on proposed expenditures to the City Council; and

WHEREAS, the City solicited lodging tax grant proposals from interested parties which were reviewed by the Lodging Tax Advisory Committee in order to provide the City Council recommendations on grant funding to support tourism promotion.

NOW, THEREFORE,

BE IT RESOLVED BY THE CITY OF VANCOUVER:

Section 1. As recommended in the Lodging Tax Advisory Committee 2023 Grant Recommendations attached hereto as Exhibit “A”, the recipients are hereby awarded grants for tourism related events, activities and facilities.

Section 2. The City Manager or his designee is hereby authorized to execute on behalf of the city all necessary agreements with the recipients to ensure compliance with the terms of the grant.

ADOPTED at regular session of the Council of the City of Vancouver, on this 23rd day of January 2023.

Anne McEnery-Ogle, Mayor

Attest:

Approved as to form:

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

Jonathan Young, City Attorney



Staff Report: 014-23

TO: Mayor and City Council

FROM: Eric Holmes, City Manager

DATE: 1/23/2023
2/6/2023

SUBJECT Title 17 Building Code Ordinance Changes

Key Points

- The City's Building Code is codified as Title 17 of the Vancouver Municipal Code. Chapter 17.08 of this title is the Administrative Code, which provides the rules and regulations for the administration and enforcement of the technical building codes adopted by the City.
- The focus of the proposed updates is to address some minor cleanup items and to capture a few larger and substantive items which help align VMC 17.08 with other sections of the VMC.
- These changes have been reviewed and are recommended by the Building and Fire Code Commission.

Strategic Plan Alignment

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

Present Situation

The Community Development Department, which includes the building plan review, inspection and code compliance divisions, is responsible for administration and enforcement of the building codes ordinance. The "building official" for the city provides direct day to day management and oversight of the enforcement and administration of city building codes and ordinances codified in VMC Title 17, as well as for construction permits under Section 105 of the International Fire Code (IFC), adopted in VMC Chapter [16.04](#).

To advise the City Council regarding the technical codes and methods contained in VMC Title [16](#) and [17](#), and to provide for reasonable interpretations of the adopted technical codes, the City established the Building and Fire Codes Commission (BFCC). One of the primary duties of the BFCC is to review and make recommendations to the council prior to its action on all proposed new codes and proposed changes to existing construction codes and regulations relating to building and fire. The recommended changes to title 17 have been reviewed by the BFCC and

forwarded with a recommendation for adoption.

SUMMARY OF THE PROPOSALS

The focus of the proposed updates is to address some minor cleanup items and to capture a few larger and substantive items which help align VMC 17.08 with other sections of the VMC. The following is a summary of the proposed changes:

- Update to the permit application process - from paper to electronic
- Update to the permit application deadline from 180 days to 1 year, which aligns permit application processing timelines with the requirements of [VMC 20.915.020 Impact Fees](#)
- Update to the plan review and inspection processes- to cover electronic plan review and remote inspections
- Update to the inspection scheduling language to allow a 3-day window to complete the inspections upon inspection request
- Update to allow remote inspections to be performed at the discretion of the building official
- Requires property owners and contractors responsible for completing the permit process (in addition to the permit holder)
- Adjust the minimum fee refund amount to \$222 unless fees were applied/collected in error by the City
- To clarify violations for the purposes of enforcement
- General housekeeping items: Deletion of repetitive and redundant sections.

On October 6, 2022 the BFCC reviewed the proposed changes and unanimously recommended approval.

After the October 6 BFCC meeting, staff discovered a minor clarification that was needed for VMC 17.32.040 *Unfit buildings, dwellings and structures defined*. The clarification highlighted below would make it clear that each itemized defect listed in this chapter will be considered a distinct code violation for the purpose of enforcement actions under VMC Title 22.

- For the purposes of this chapter, any dwelling, building or structure which has any or all of the conditions or defects described in this section shall be deemed to be an unfit dwelling, building or structure, provided that such conditions or defects exist to the extent that the life, health, property or safety of the public is endangered: Each itemized defect listed in this chapter is considered a distinct code violation for the purpose of enforcement actions under VMC Title 22.

Advantage(s)

To align VMC 17.08 with other sections of the VMC.

Disadvantage(s)

No identified disadvantages.

Budget Impact

No City budget impact.

Prior Council Review

None

Action Requested

On January 23, 2023 approve the Ordinance on first reading, setting the date of second reading and public hearing for February 6, 2023.

Jason Nortz, Development Review Division Manager, 360-487-7844

ATTACHMENTS:

- ▣ Ordinance

01/23/23
02/06/23

ORDINANCE NO. _____

AN ORDINANCE relating to the updating of VMC Title 17 to align the permit deadlines with impact fee deadlines, to update the permit application process to an electronic format, update the inspection scheduling process, to allow for remote inspections at the discretion of the Building Official, adjust the minimum fee refund amount, to clarify violations for the purpose of enforcement, and general cleanup of repetitive sections; providing for savings, severability and an effective date.

WHEREAS, as reflected in SR - _____, the purpose of the Vancouver Municipal Code (VMC) 17.08 Administrative Code is to provide for the administrative rules and regulations for the administration and enforcement of the technical codes adopted by the City of Vancouver; and

WHEREAS, the focus of the proposed amendments is to address some minor cleanup items and to capture a few larger and substantive items which help align VMC 17.08 with other sections of the VMC.

NOW, THEREFORE,

BE IT ORDAINED BY THE CITY OF VANCOUVER:

Section 1. That part of section 8 of Ordinance M-3958, and last amended by that part of section 2 of Ordinance M-4165, codified as 17.08.075, is hereby amended to read as follows:

17.08.075 Definitions.

For the purposes of this Title, certain terms, phrases, words and their derivatives shall be construed as specified in this section. Where terms are not defined, they shall have their ordinarily accepted meanings within the context with which they are used. Words used in the singular include the plural, and the plural the singular.

“Addition” means an extension or increase in floor area or height of a building or structure.

“Alter or alteration” means any construction or renovation to an existing structure other than repair or addition.

“Application filing date” means the date on which electronic record of permit application is created in the City’s permit system and a permit number is assigned.

“Approved”, as to materials, types of construction, equipment and systems, refers to approval by the building official as the result of investigation and tests, or by reason of accepted principles or tests by recognized authorities, technical or scientific organizations.

“Building” means any structure used or intended for supporting or sheltering any use or occupancy.

“Building code” means the Building Code of the City of Vancouver.

“Building official” means the designated City official who is charged with the administration and enforcement of this Title.

“Building service equipment” refers to the plumbing, mechanical, electrical and elevator equipment including piping, wiring, fixtures and other accessories which provide potable water, sanitation, lighting, heating, ventilation, cooling, refrigeration, fire suppression, fire warning, fire-fighting facilities essential for the occupancy of the building or structure for its designated use and occupancy.

“Construction documents” are plans, specifications, supporting calculations and other data prepared to describe the design, materials, physical characteristics, location, orientation, and scope of the proposed project necessary to obtain a permit.

“Department” means the City of Vancouver Community and Economic Development Department, or successor department or division charged with administering this chapter.

“Existing Building” means a building erected prior to the adoption of the currently adopted building code of the City of Vancouver, or one for which a legal, unexpired building permit has been issued by the City.

“Fire Official” means the designated City official who is charged with the administration and enforcement of fire related matters in this Title.

“LID Best Management Practices” means distributed stormwater management practices, integrated into a project design, that emphasize pre-disturbance hydrologic processes of infiltration, filtration, storage, evaporation and transpiration. LID BMPs include, but are not limited to, bioretention, rain gardens, permeable pavements, roof downspout controls, dispersion, soil quality and depth, minimal excavation foundations, vegetated roofs, and water re-use.

“LID Principles” means land use management strategies that emphasize conservation, use of on-site natural features, and site planning to minimize impervious surfaces, native vegetation loss, and stormwater runoff.

“Listed and listing” are terms referring to equipment and materials which are shown in a list published by an approved testing agency qualified and equipped for experimental testing and maintaining an adequate periodic inspection of current productions and who’s listing states that the equipment complies with recognized safety standards.

“Low Impact Development (LID)” means a stormwater and land use management strategy that strives to mimic pre-disturbance hydrologic processes of infiltration, filtration, storage, evaporation and transpiration by emphasizing conservation, use of on-site natural features, site planning, and distributed stormwater management practices that are integrated into a project design.

“Occupancy” means the purpose for which a building, site, or portion thereof, is used or intended to be used. The term “occupancy” as used in this Chapter shall include the building or part thereof housing the intended use.

“Occupant” means the person or persons who reside in and/or has primary use of a building or a portion of a building or site.

“Owner” means any person having a recorded legal or equitable interest in the property.

“Permit” means an official document or certificate issued by the Building Official authorizing performance of a specified activity.

“~~Permittee~~Permit holder” means the person to whom a permit is issued.

“Permitted work” means the work for which a permit is issued.

“Person” means a natural person, any form of business or social organization and any other legal entity including but not limited to a corporation, partnership, association, trust or unincorporated organization.

"Premises" means and includes any lot, parcel, real estate, or land, or portion of land whether improved or unimproved, including adjacent sidewalks and parking strips, and any lake, river, stream, drainage way, or wetland, within the territorial limits of the city.

"Registered design professional" means an individual who is registered or licensed to practice their respective design profession as defined by the statutory requirements of the professional registration laws of the State of Washington.

"Repair" means the reconstruction or renewal of any part of an existing building, structure or building service equipment for the purpose of its maintenance.

"Structure" means that which is built or constructed, an edifice or building.

"Technical codes" are those codes adopted in various titles of the Vancouver Municipal Code, including but not limited to Titles 16, 17, 20 and 22.

"Unfit building" means any structure determined by the building official to be in violation of the standards and provisions of Chapter 17.32 VMC.

"Unfit premises" means any premises determined by the building official to be in violation of the standards and provisions of Chapter 17.32 VMC.

"Valuation or value" for the purposes of this Title, shall include total market value of work including materials and labor, grading, site development, electrical, gas, mechanical, plumbing, painting, finish work, roofing, fire protection and any other permanent systems or equipment for which a permit is being issued.

Section 2. That part of section 4 of Ordinance M-3660, and last amended by that part of section 9 of Ordinance M-4079, codified as 17.08.100, is hereby amended to read as follows:

17.08.100 Building Permit Applications.

A. To obtain a building permit, the applicant shall first ~~file~~ electronically submit a completed permit application. ~~with the city a written application on a form furnished by the city for that purpose.~~ Every application shall:

1. Identify and describe all work to be covered by the permit for which application is made.
2. Describe the land on which the proposed work is to be done by legal description, street address or similar description that will clearly ~~readily~~ identify the ~~and definitely locate the~~ location of the proposed building or work.

3. Indicate the use or occupancy for which the proposed work is intended.
4. Be accompanied by plans, diagrams computations and specifications and other data as required ~~elsewhere in~~ by this code or and the technical codes.
5. State the valuation of any and all work to be performed under said permit.
6. Indicate either:
 - a. The name, address, and phone number of the office of the lender administering the interim construction financing if any; or
 - b. The name and address of the firm that has issued a payment bond, if any, on behalf of the prime contractor for the protection of the owner, if the bond is for an amount not less than fifty percent of the total amount of the construction project.
7. If any of the information required by subsection (A)(6) of this section is not available at the time the application is submitted, the applicant shall so state and the application shall be processed forthwith and the permit issued as if the information had been supplied, and the lack of the information shall not cause the application to be deemed incomplete for the purposes of vesting under the building code. However, the applicant shall provide the remaining information as soon as the applicant can reasonably obtain such information.
8. Provide both the property owner's and the permit applicant's names, addresses, email addresses and phone numbers, if they are different.
9. Be signed by the ~~building property~~ owner or the owner's authorized agent.
10. Provide the general ~~prime~~ contractor's and the plumbing contractor's business names, addresses, phone numbers, email addresses if available, current state contractor registration numbers; if the work being done is being done by someone other than the property owner.
11. ~~Give~~Provide such other data and information as may be required by the building official.

B. Time limitation of permit applications. ~~An application for a permit shall be deemed to have been abandoned 180 days after filing, unless such application has been pursued in good faith or a permit has been obtained. The building official is authorized to grant one or more extensions of time for additional periods not exceeding 90 days. Each extension shall be requested in writing by the applicant and justifiable cause shall be demonstrated. No application shall be extended for more than (3) three times or for more than 90 days if there has been a new edition of the state building code adopted. The building official is authorized to extend or deny the application beyond the timeliness stated herein if~~

~~additional development review process and approvals are pending and being actively pursued.~~

Expiration of permit application. Permit applications for which a permit has not been issued within one year of application filing date shall be deemed to have expired. The building official may grant an extension of the permit application beyond one year where, in the judgment of the building official, extenuating circumstances exist that warrant an extension and the development review process and approvals are pending and are being actively pursued.

If a permit application is extended beyond one year, the impact fees owed under VMC 20.915 shall be recalculated using the rate at the time of the extension.
Permit applications associated with code enforcement cases shall expire 60 days from the permit application filing date or as determined by the building official.

C. Submittal documents. Plans, specifications, engineering calculations, diagrams, soil investigation reports, special inspection and structural observation programs, and other data shall be submitted in the electronic format required by the city. ~~in two sets for residential, and three sets for commercial with each application for a permit. An additional copy may be required for projects involving plan review by the Fire Department and/or plan review consultants.~~

1. The construction documents shall be prepared by a registered design professional when required by state law.
2. The building official is authorized to waive the submission of construction documents and other data not required to be prepared by a registered design professional if it is found that the nature of the work applied for is such that review of construction documents is not necessary to obtain compliance with this code or other technical codes adopted by the city.

D. Real Property Survey. A survey of the lot, site or premise performed by a registered surveyor as required by state law, may be required by the building official to verify/demonstrate the legal existence and location of the lot, site, or premises. ~~or dimensions of a building site and that the structure is located in accordance with land use and building code requirements.~~ The cost of such survey shall be the responsibility of the permit applicant and/or property owner. ~~of the applicable permit property.~~

E. Information on plans and specifications. Plans and specifications documents shall be dimensioned and drawn upon suitable material. Documents shall be of sufficient clarity to indicate the location, nature and extent of the work proposed and show in detail that it will conform to the provisions of this code and technical codes, and other laws, as determined by the building official.

F. Information for construction areas prone to flooding. For buildings and structures in flood hazard areas construction documents shall demonstrate compliance with VMC Chapter 20.730 and applicable provisions of the technical codes.

~~G. Fire protection system shop drawings. Shop drawings for the fire protection system(s) shall be submitted to indicate conformance with this code and the construction documents and shall be approved prior to the start of system installation. Shop drawings shall contain all information as required by IFC Chapter 9, applicable portions of the IBC and VMC Chapter 16.04.~~

GH. Registered design professional in responsible charge. When it is required that documents be prepared by a registered design professional, the building official is authorized to require the owner to engage and designate on the building permit application a registered design professional who shall act as the registered design professional in responsible charge. If circumstances require, the owner may designate a substitute registered design professional who shall perform all the duties required of the original registered design professional in responsible charge. The building official shall be notified in writing by the owner if the registered design professional in charge is changed or is unable to continue to perform required ~~his or her~~ duties. The registered design professional in responsible charge shall be responsible for reviewing and coordinating all submittal documents prepared by others, including deferred submittal items for compatibility with the design of the building.

HI. Deferred submittals. When a project is so large that it requires a registered design professional to prepare construction documents, the project may be processed as a "deferred submittal". A "deferred submittal" project is one in which construction is authorized for phases while review of plans for subsequent phases proceeds. The holders of such a permit shall proceed at their own risk without assurance that subsequent phases of construction will meet technical code requirements or will be approved. Deferred submittal projects are subject to the following:

1. Prior written approval by the building official.
2. Work must be under the seal of the registered design professional in responsible charge. The registered design professional in responsible in charge shall list the deferred submittals on the plans and shall submit the deferred submittal documents for review by the building official.
3. Submittal documents for deferred submittal items shall be submitted to the registered design professional in responsible charge who shall review them and forward them to the building official with a notation indicating that the deferred submittal documents have been reviewed and that they have been found to be in general conformance with the design of the building
4. The plans check fee for deferred submittal is established in VMC Section 17.08.130 Table V.

IJ. Structural tests, special inspections and structural observation. When structural tests, special inspection and/or structural observation is required by IBC Chapter 17 the permit applicant shall submit a statement of special inspection and/or structural observation prepared by the registered design professional in responsible charge to the building official for approval prior to issuance of the building permit. The statement shall be in compliance with IBC Section 1705.

1. The special inspector(s) shall be employed by the owner, the registered design professional in responsible charge, or an agent of the owner, but not the contractor or any other person responsible for performing the work.
2. The special inspector and the inspectors employing agency shall be certified as a special inspector and special inspection agency by the Washington Association of Building Officials in order to perform special inspections. Washington Association of Building Officials/Oregon Building Officials Association special inspector certification reciprocity is also acceptable providing the employing agency is a Washington Association of Building Officials registered agency.
3. Where structural observation is required by IBC Section 1709, the owner shall employ a registered design professional to perform structural observations as defined in the IBC.
4. Reports shall be prepared and submitted to the Building Official as required in IBC Section 1704 and 1709.

Section 3. That part of section 12 of Ordinance M-3958, codified as 17.08.105, is hereby amended to read as follows:

17.08.105 ~~Application for permit and plan review~~Review of building and fire permit applications and construction documents.

A. Examination of documents. After the plan review fee has been paid and the required permit documents have been correctly uploaded for review by the city, the building official shall examine or cause to be examined the application, plans, specifications, computations and other data filed by an applicant for permit. An application for plan review shall not be accepted without payment in full of the plan review fee. Fees shall be as set forth in VMC 17.08.130 and VMC 17.08.130 Table V or as authorized by City Council as part of a Development Agreement.

Such plans may be reviewed by other departments and agencies to verify compliance with applicable laws of this jurisdiction.

B. Plan review by an agent. The building official may delegate all or part of plan review to an agent approved by the building official and under professional services contract

with the city when workload of staff would cause an undue delay of any plan review, or if the project involves construction materials or techniques beyond the experience of staff to review, subject to the following:

1. When plans are reviewed by an agent, a plan check fee shall be collected by the city pursuant to the fee schedule set by this chapter.
2. The agent(s), upon completion of their review, shall return the plans directly to the building official, together with their report of any potential code violations, along with a non-conflict of interest statement avowing no financial or design interest with the applicant or with the building division in this matter, other than their direct compensation by the city as provided in this section.

C. Approval of construction documents. When the building official or ~~his or her~~ designee issues a permit, the construction documents shall be approved, in writing or by stamp, as "APPROVED". ~~One set of e~~Construction documents so reviewed shall be retained by the building official as required by state records retention laws. ~~The other set shall be returned to the applicant with the issued permit. An electronic copy of approved plans shall be provided to the permit applicant upon issuance of the building permit.~~

1. Such approved construction plans, documents, specifications and scope of work identified in the issued permit shall not be changed, modified or altered without authorizations from the building official and all work authorized under the issued permit shall be done in accordance with the approved plans, the technical codes and conditions of the permit.
2. Any changes made during construction that are not in compliance with the approved construction plans, documents and specifications shall be resubmitted for approval as an amended set of construction documents. Inspection approval will not be given for work not in conformance with the approved construction plans, documents, specifications, technical codes and/or the issued permit.
3. ~~The building official or his or her designee may issue a permit for the construction of part of a building, structure or building service equipment before the completed construction plans, documents and specifications for the whole building, structure or building service equipment have been submitted or approved, provided adequate information and detailed statements have been filed complying with all pertinent requirements of this code and technical codes. The holder of a partial permit shall proceed without assurance that the permit for the entire building structure or building services will be granted.~~

Section 4. That part of section 4 of Ordinance M-3660, and last amended by that part of section 3 of Ordinance M-4165, codified as 17.08.110, is hereby amended to read as follows:

17.08.110 Permit issuance.

~~A. Examination of documents. The building official shall examine or cause to be examined the application, plans, specifications, computations and other data filed by an applicant for permit.~~

~~1. Such plans may be reviewed by other departments and agencies to verify compliance any applicable laws of this jurisdiction.~~

~~2. If the building official finds that the work described in the application for a permit and the plans, specifications, and other data filed therewith conform to the requirements of this code and the technical codes and other pertinent laws and ordinances and that the fees specified in 17.08.130 have been paid, the building official shall issue a permit to the applicant.~~

~~B. Plan review by an agent. The building official may delegate all or part of plan review to an agent approved by the building official and under professional services contract with the city when workload of staff would cause an undue delay of any plan review, or if the project involves construction materials or techniques beyond the experience of staff to review, subject to the following:~~

~~1. When plans are reviewed by an agent, a plan check fee shall be collected by the city pursuant to the fee schedule set by this chapter.~~

~~2. The agent(s), upon completion of their review, shall return the plans directly to the building official, together with their report of any potential code violations, along with a non-conflict of interest statement avowing no financial or design interest with the applicant or with the building division in this matter, other than their direct compensation by the city as provided in this section.~~

~~C. Approval of construction documents. When the building official issues a permit, the construction documents shall be approved, in writing or by stamp, as "APPROVED". One set of construction documents so reviewed shall be retained by the building official as required by state records retention laws. The other set shall be returned to the applicant.~~

~~1. Such approved plans and specifications shall not be changed, modified or altered without authorizations from the building official, and all work regulated by this code shall be done in accordance with the approved plans.~~

~~2. Any changes made during construction that are not in compliance with the approved construction documents shall be resubmitted for approval as an amended set of construction documents. Inspection approval will not be given for work not in conformance with the approved plans.~~

~~3. The building official may issue a permit for the construction of part of a building, structure or building service equipment before the entire plans and specifications for the whole building, structure or building service equipment have been submitted or approved, provided adequate information and detailed statements have been filed complying with all pertinent requirements of this code and the technical codes. The holder of a partial permit shall proceed without assurance that the permit for the entire building structure or building services will be granted.~~

A. After the plan review process has been completed, required approvals from other departments have been obtained, and all fees that are due at the time of permit issuance have been collected by the city, the building official or designee shall issue the building permit.

1. The building official may issue a permit for the construction of part of a building, structure or building service equipment before the entire plans and specifications for the whole building, structure or building service equipment have been submitted or approved, provided adequate information and detailed statements have been filed complying with all pertinent requirements of this code and the technical codes. The holder of a partial permit shall proceed without assurance that the permit for the entire building structure or building services will be granted.

~~D. Previous approvals. This code shall not require changes in the construction documents, construction or designated occupancy of a structure for which a lawful permit has been issued or otherwise lawfully authorized, and the construction of which has been pursued in good faith within 180 days after the effective date of this code and has not been abandoned.~~

BE. Validity of permit~~Limitations.~~ The issuance of a permit or approval of plans, specifications and computations shall not be construed to be a permit for or an approval of any violation of any provision of this code, the technical codes or an any other ordinance of the city. Permits presuming to give authority to violate or cancel the provisions of this code or of other ordinances of the city shall not be valid.

CF. Corrective action. The issuance of a permit based on plans, specifications and other data shall not prevent the building official from thereafter requiring the correction of errors in said plans, specifications and other data. ~~The building official may also revoke a permit, a Certificate of Occupancy or a use or uses in a building when in violation of this code, the technical codes or other applicable laws of the city. Enforcement action shall be taken pursuant to VMC Title 22.~~

DG. Expiration. Every permit issued shall become invalid unless the work on the site authorized by such permit is commenced within 180 days after its issuance. CMI and RES permits expire two years from date of issuance. DMO permits expire ninety days

from the date of issuance. FRI permits associated with CMI and RES permit expire two years from the date of issuance. Annual permits shall expire one year from the date of issuance. All other permits regulated by VMC Title 17 expire 180 days after permit issuance. When a permit has been obtained as a result of code enforcement action, the building official may set a requirement for the permitted work to be completed by date certain thus limiting the permit expiration date.

1. A permit holder who holds an unexpired permit, that was not obtained as a result of a code enforcement action, may apply in writing for an extension of time within which work may commence under that permit when the permit holder is unable to commence work, or obtain an approved inspection, within the time required by this section for good and satisfactory reasons. The building official is authorized to grant one extension not to exceed 180 days. Permits shall not be extended more than once.
2. When a permit has expired, before such work can be recommenced, a new permit shall be first obtained to do so and the fee for such permit shall be up to one-half the amount required for a new permit for such work to be determined by the Building Official based on estimated staff time needed, provided no changes have been made or will be made in the original plans and specifications for said work and provided further that such suspension or abandonment has not exceeded one year, and there has not been a new edition of the state building code adopted. At the Building Official's discretion a permit may be reactivated to complete the inspection process. New permits required by this section are subject to investigation fees where applicable.
3. Where work has been suspended or abandoned for a period exceeding one year, a new application shall be filed and a new permit obtained and fees shall be paid prior to recommencing work.
4. It is a violation of this code to allow a permit to expire after work has commenced without obtaining the required inspection approvals, ~~including final inspection approvals. In addition to the expired permit holder, there is a rebuttable presumption that an~~ The property owner of the property and the contractor(s) are also responsible for violations of this chapter, including, but not limited to, the expiration of a permit, when the owner had or has actual or constructive knowledge that the permit was going to expire.

EH. Suspension or revocation. The building official may, in writing, suspend or revoke a permit issued under the provisions of this code and the technical codes when the permit is issued in error or on the basis of incorrect information supplied or in violation of an ordinance or regulation or the provisions of this code or the technical codes. An order to revoke a permit shall comply with VMC Title 22.

FI. Duties of the property owner and the project contractor(s) ~~permit holder~~. It shall be the responsibility of the property owner, the project contractor(s) and the permit holder to

~~ensure person to whom a permit is issued (the permit holder) to assure that all work that is authorized by a permit is in conformance with the permit and all applicable codes and ordinances. The permit holder shall be responsible to see that all of the contractors and suppliers associated with the project are licensed by the city and state and that required inspections are requested at appropriate times. Should correction of the work be required, the permit holder and property owner shall be responsible for such correction. Where~~ correction of work is required, it shall be the responsibility of the property owner and the project contractor(s) to correct the work and obtain re-inspection and the required approvals.

Section 5. That part of section 4 of Ordinance M-3660, and last amended by that part of section 7 of Ordinance M-4376, codified as 17.08.130, is hereby amended to read as follows:

17.08.130 Fees.

A. *Application/Plan review fee.* When submittal of documents is required, a plan review fee shall be assessed per Table V. ~~paid at the time of submitting the submittal documents for plan review. The fee shall be as specified in Table V.~~

B. *Permit fee.* A permit shall not be valid until the permit and construction documents have been approved and the fees prescribed in this section have been paid. Amendment to a permit shall not be released until the additional fee, where applicable, has been paid.

C. *Determination of valuation.* The valuation used to determine permit and plan review fees shall be generated from national statistical averages as found in “Building Standards” or similar source for the type of construction and the type of occupancy.

1. The determination of value or valuation under any of the provisions of this code shall be made by the building official and/or fire marshal.

D. Generally, fees should be adopted at a level sufficient to cover costs ~~or a substantial portion of the costs~~, associated with processing permit applications, conducting review and inspections required by this chapter, issuing permits, and providing related services, as set by city council. Consistent with the intent of this code section, the building official and fire marshal are authorized to make adjustments to categories of fees provided such adjusted fees do not exceed those adopted by this section or as authorized by City Council as part of a development agreement.

E. *January 1st of each year.* Building- and fire-related permit and plan review fees shall be adjusted annually pursuant to the methodology set forth in VMC 3.08.100. Each such newly adjusted fee shall be rounded to the next higher whole dollar.

F. Building- and fire-related permit and plan review fees shall be reviewed periodically to ensure that they accurately reflect the current cost of providing services.

G. The following tables contain all building- and fire-related fees unless otherwise authorized by City Council as part of a development agreement:

1. *Table I. Building permit fees.* When work for which a permit is required involves two or more codes, the permit holder shall pay a single permit fee of one and six-tenths times the fee set forth herein.

Table I. Building Permit Fees

Valuation	Permit Fees	
	January 2022	July 2022
\$1 to \$500	\$30.09	
\$501 to \$2,000	\$30.09 for the first \$500 plus \$3.90 for each additional \$100.00 or fraction thereof up to and including \$2,000	
\$2,001 to \$25,000	\$88.69 for the first \$2,000 plus \$17.93 for each additional \$1,000 or fraction thereof up to and including \$25,000	
\$25,001 to \$50,000	\$501.51 for the first \$25,000 plus \$12.92 for each additional \$1,000 or fraction thereof up to and including \$50,000	
\$50,001.00 to \$100,000.00	\$824.89 for the first \$50,000 plus \$8.96 for each additional \$1,000 or fraction thereof up to and including \$100,000	
\$100,001 to \$500,000	\$1,272.73 for the first \$100,000 plus \$7.15 for each additional \$1,000 or fraction thereof up to and including \$500,000	
\$500,001 to \$1,000,000	\$4,135.15 for the first \$500,000 plus \$6.08 for each additional \$1,000 or fraction thereof	
\$1,000,001 and up	\$7,177.65 for the first \$1,000,000 plus \$4.03 for each additional \$1,000 or fraction thereof	

Valuation	Permit Fees	
	January 2022	July 2022
Manufactured Structures Setup Fee	\$184.45 per section, with a minimum fee of \$368.90 per permit. (This fee is in addition to the valuation-based fee for the site improvements required in additional to the setup fee.)	

Footnotes:

1 For commercial and multifamily residential permits, an additional fee per Table IV.1, Fire – Building Permit Fees, shall be added to the amounts listed in Table I, Building Permit Fees, to cover actual costs relating to fire department acceptance inspection work.

2. *Table II. Electrical Permit Fees.*

Table II. Electrical Permit Fees

Fees are per each item to be installed or altered.

	January 2022	July 2022
Electrical Permit Items (1)		
Residential		
Placement or Altered Service (2)		
Electrical Service 0 – 200 Amps With Feeder	\$85.80	\$85.80
Electrical Service 201 – 600 Amps With Feeder	\$125.51	\$125.51
Electrical Service 601 Amps and Greater	\$188.94	\$188.94
Mobile Home Service or Feeder	\$61.46	\$61.46
Mobile Home Service and Feeder	\$101.17	\$101.17
Additional Feeders (2)	\$61.46	\$61.46
Branch Circuits (4)		
1 – 4 Circuits	\$61.46	\$61.46
Each Additional Circuit	\$7.05	\$7.05
Maintenance/Repair Mast or Meter (3)	\$46.74	\$46.74
Commercial Industrial		

	January 2022	July 2022
New or Altered Service/Feeder (5, 6, 7)		
0 – 100 Amps	\$101.17	\$101.17
101 – 200 Amps	\$122.96	\$122.96
201 – 400 Amps	\$235.67	\$235.67
401 – 600 Amps	\$287.67	\$287.67
601 – 800 Amps	\$356.08	\$356.08
801 – 1000 Amps	\$434.20	\$434.20
1001 Amps and Over	\$473.91	\$473.91
Additional Feeders (6)		
0 – 200 Amps	\$101.17	\$101.17
201 – 600 Amps	\$235.67	\$235.67
601 – 1000 Amps	\$356.08	\$356.08
1001 Amps and Over	\$395.13	\$395.13
Maintenance Repair Mast or Meter 1	\$85.80	\$85.80
Branch Circuits Only (4)		
First 5 Circuits per Branch Circuit Panel	\$78.14	\$78.14
Each Additional Circuit per Branch Circuit Panel	\$7.05	\$7.05
Over 600 Volts Surcharge Per Permit	\$78.14	\$78.14
Temporary Service (8)		
0 – 200 Amps With Feeder	\$76.84	\$76.84
201 – 400 Amps With Feeder	\$93.51	\$93.51
401 – 600 Amps With Feeder	\$125.51	\$125.51
601 Amps and Over	\$142.18	\$142.18
Each Additional Feeder	\$27.53	\$27.53
Low Voltage/Telecommunications (9)		
First 2500 Square Feet or Less	\$54.28	\$54.28

	January 2022	July 2022
Each Additional 2500 Square Feet or Portion Thereof	\$14.73	\$14.73
Signs and Outline Lighting (10, 11)		
First Sign (no service included)	\$46.74	\$46.74
Each Additional Sign Inspected at Same Time	\$22.41	\$22.41
Generators (12)		
Installed Transfer for Portable Generators	\$85.48	\$85.48
Electrical Annual Permit for Commercial Industrial Location (13)		
1 to 3 Plant Electricians (up to 6 Inspections)	\$1,130.69	\$1,130.69
1 to 3 Plant Electricians (up to 12 Inspections)	\$2,261.36	\$2,261.36
4 to 6 Plant Electricians (up to 24 Inspections)	\$4,526.48	\$4,526.48
7 to 12 Plant Electricians (up to 36 Inspections)	\$6,787.31	\$6,787.31
13 to 35 Plant Electricians (up to 52 Inspections)	\$9,050.60	\$9,050.60
25+ Plant Electricians (up to 75 Inspections)	\$11,314.53	\$11,314.53
Trip Fees – Rounded to Nearest Whole Dollar		
Inspection Requested but Not Ready	\$48.00	\$48.00
Each Additional Inspection Over 2 Per Permit	\$48.00	\$48.00
Inspection of Existing Installation	\$94.00	\$94.00
Progress Inspections Per 1/2 Hour (Minimum)	\$48.00	\$48.00
Plan Review	35% of permit fee plus submission fee	35% of permit fee plus submission fee
Plan Review Submission Fee	\$78.74	\$78.74
Permit of Record	\$31.00	\$31.00
Minimum Fee (14)	\$76.84	\$76.84

Footnotes:

1 A maximum of two inspections are provided per permit. Additional inspections will be subject to Trip Fee assessment.

2 Service and feed must be inspected together when using this fee. Inspections at different times requires a \$60.00 fee for each inspection.

3 Scope of work is limited to wind, weather, vehicular or terminal failure damage to existing systems. May also include the repair or replacement of the mast, meter and conductors up to the first point of termination on the service or building disconnecting means. Relocated meters or masts and overhead-underground conversions shall be evaluated as altered services.

4 Altered or added circuits calculated per panelboard.

5 Service and feed must be inspected together when using this fee. Inspections at different times requires the Service Fee plus additional fee calculated Commercial Additional Feeders fee.

6 All field-installed power transformers that are the source of a separately derived system shall have both their primary and secondary feeds identified/fee-valued. All multi-section lighting and appliance branch circuit panelboards shall have each section evaluated/fee-valued. All feeder taps that terminate in an overcurrent device rated 30 amps or larger shall be identified/fee-valued.

7 Multiple section switch boards that have continuous, full ampacity bussing between sections shall be fee-valued as single feeders. Switchboard subsections that have reduced ampacity bussing and individual overcurrent protection for the section shall be evaluated as additional feeders.

8 Service and feed must be inspected together when using this fee. Inspections at different times requires an additional fee per the Service and Fee schedule.

9 Low voltage and telecommunications systems includes all telecommunication systems, fire alarms, burglar alarms, nurse call, intercom, security systems, energy management controls, HVAC/refrigeration control, industrial and automation control systems, lighting controls, stand alone sound systems, public address and similar low-energy circuits and equipment in all occupancy except one- and two-family dwellings as regulated by the International Residential Code. Multiple low-voltage systems installed by a single contractor at a single address and ready for a single inspection may be fee-valued at one fee.

10 Service or feeder equipment installed exclusively to power a sign shall be fee-valued at the Commercial Industrial Service fee schedule.

11 Multiple sign faces and enclosures mounted on the same structure, each disconnecting means or set of disconnects to a separate enclosure shall be considered an individual sign. For outline lighting, neon channel letters and skeletal neon lighting, a sign will be defined as the sign transformer or power supply fed by a primary sign circuit.

12 Permanently installed generators shall be fee-valued under the appropriate residential or commercial service/feeder schedule.

13 For commercial and industrial location employing full-time electrical maintenance staff or having a yearly maintenance contract with a licensed electrical contractor. All yearly maintenance contracts must detail the number of contract electricians necessary to do the work required under the contract. This number will be used for calculating the fees. Each inspection is based on a two-hour maximum. Annual permits are valid for inspection at one facility (site) only.

14 The electrical permit fee shall be the calculated fee per the fee table or the minimum fee, whichever is greater, except Trip Fees which will be calculated from the fee schedule.

3. Table III. Mechanical Permit Fees.

Table III. Mechanical Permit Fees

Fees are per each item to be installed or altered.

	January 2022	July 2022
Mechanical Permit Item (1)		
Heating and Cooling		
A/C or Heat Pump	\$14.07	\$14.07
Furnace < 100,000 BTU (ducts/vents)	\$14.07	\$14.07
Furnace > 100,000 BTU (ducts/vents)	\$18.57	\$18.57
Gas Heat Pump	\$14.07	\$14.07
Duct Work	\$14.07	\$14.07
Hydronic Hot Water System	\$14.07	\$14.07
Residential Boiler (Radiator or Hydronic)	\$14.07	\$14.07
Unit Heater (Recessed, Suspended, etc.)	\$14.07	\$14.07
Flue or Vent for Heating/Cooling	\$14.07	\$14.07
Other Fuel Appliances		
Water Heater	\$14.07	\$14.07
Gas Fireplace	\$14.07	\$14.07
Flue Vent for Water Heater or Gas Fireplace	\$14.07	\$14.07
Log Lighter (Gas)	\$14.07	\$14.07
Wood/Pellet Stove	\$14.07	\$14.07
Wood Fireplace/Insert	\$14.07	\$14.07
Chimney/Liner/Flue/Vent	\$14.07	\$14.07
Environmental Exhaust and Ventilation		
Range Hood or Kitchen Equipment	\$14.07	\$14.07
Clothes Dryer Exhaust	\$14.07	\$14.07
Single Duct Exhaust	\$14.07	\$14.07

	January 2022	July 2022
Attic/Crawl Space Fan	\$14.07	\$14.07
Fuel Piping		
Fuel Piping: 1 – 4 Outlets	\$5.75	\$5.75
Fuel Piping: More Than 4 Outlets, Each	\$1.28	\$1.28
Mechanical Annual Permit for Commercial Industrial Locations (4)		
1 to 3 Plant Mechanical Technicians (up to 6 Inspections)	\$1,130.69	\$1,130.69
1 to 3 Plant Mechanical Technicians (up to 12 Inspections)	\$2,261.36	\$2,261.36
4 to 6 Plant Mechanical Technicians (up to 24 Inspections)	\$4,526.48	\$4,526.48
7 to 12 Plant Mechanical Technicians (up to 36 Inspections)	\$6,787.31	\$6,787.31
13 to 35 Plant Mechanical Technicians (up to 52 Inspections)	\$9,050.61	\$9,050.61
25+ Plant Mechanical Technicians (up to 75 Inspections)	\$11,314.52	\$11,314.52
Plan Review Fee	35% of permit fee plus submission fee	35% of permit fee plus submission fee
Plan Review Submission Fee	\$78.74	\$78.74
Other (2)		
Minimum Fee: Gas Water Heater (3)	\$65.95	\$65.95
Minimum Fee: All Others	\$76.84	\$76.84
Trip Fees - Rounded to Nearest Whole Dollar		
Inspection Requested but Not Ready	\$48.00	\$48.00
Each Additional Inspection Over 2 Per Permit	\$48.00	\$48.00
Inspection of Existing Installation	\$94.00	\$94.00
Progress Inspections Per 1/2 Hour (Minimum)	\$48.00	\$48.00
Minimum Fee (2)	\$76.84	\$76.84

Footnotes:

1 A maximum of two inspections are provided with each permit. Additional inspections will be assessed a trip fee.

2 The mechanical permit fee shall be the calculated fee per the fee table or the minimum fee, whichever is greater.

3 For replacement in like kind, requiring no new power/fuel source or venting system.

4 For commercial and industrial location employing full-time mechanical maintenance staff or having a yearly maintenance contract with a licensed mechanical contractor. All yearly maintenance contracts must detail the number of contract mechanical technicians necessary to do the work required under the contract. This number will be used for calculating the fees. Each inspection is based on a two-hour maximum. Annual permits are valid for inspection at one facility (site) only.

4. *Table IV. Plumbing Permit Fees.*

Table IV. Plumbing Permit Fees

Fees are per each item to be installed or altered.

	January 2022	July 2022
Plumbing Item (1)		
Site Utilities		
Catch Basin	\$14.73	\$14.73
Drywell, Leach Line, Trench Drain	\$14.73	\$14.73
Manufactured Home Utilities	\$95.97	\$95.97
Manholes	\$14.73	\$14.73
Rain Drain Connector	\$14.73	\$14.73
Footing Drain (1st 100 feet)	\$48.00	\$48.00
Footing Drain (Each Additional 100 Feet)	\$40.33	\$40.33
Sanitary Service (1st 100 feet)	\$48.00	\$48.00
Sanitary Service (Each Additional 100 Feet)	\$40.33	\$40.33
Storm Service (1st 100 Feet)	\$48.00	\$48.00
Storm Service (Each Additional 100 Feet)	\$40.33	\$40.33
Water Service (1st 100 Feet)	\$48.00	\$48.00
Water Service (Each Additional 100 Feet)	\$40.33	\$40.33

	January 2022	July 2022
Fixture or Item		
Absorption Value	\$14.73	\$14.73
Backflow Preventer: Commercial	\$40.33	\$40.33
Backflow Preventer: Residential	\$23.70	\$23.70
Backwater Valve	\$14.73	\$14.73
Clothes Washer	\$14.73	\$14.73
Dishwasher	\$14.73	\$14.73
Drinking Fountain	\$14.73	\$14.73
Ejectors/Sump Pump	\$14.73	\$14.73
Expansion Tank	\$14.73	\$14.73
Fixture/Sewer Cap	\$14.73	\$14.73
Floor Drain/Floor Sink/Hub	\$14.73	\$14.73
Garbage Disposal	\$14.73	\$14.73
Hose Bib	\$14.73	\$14.73
Ice Maker	\$14.73	\$14.73
Interceptor/Grease Trap	\$14.73	\$14.73
Primer	\$14.73	\$14.73
Rain Drain: Commercial	\$14.73	\$14.73
Rain Drain: Single-Family Residential	\$57.01	\$57.01
Sink/Basin/Lavatory	\$14.73	\$14.73
Tub/Shower/Shower Pan	\$14.73	\$14.73
Urinal	\$14.73	\$14.73
Water Closet	\$14.73	\$14.73
Water Heater	\$14.73	\$14.73
Medical Gas Systems (Valuation)		
\$1.00 – \$5,000 Valuation	\$65.21	\$65.21

	January 2022	July 2022
\$5,001 – \$10,000 Valuation	\$65.21 plus \$1.28 for each \$1,000 or fraction thereof over \$5,000	\$65.21 plus \$1.28 for each \$1,000 or fraction thereof over \$5,000
\$10,001 and Over Valuation	\$71.62 plus \$1.28 for each \$1,000 or fraction thereof over \$10,000	\$71.62 plus \$1.28 for each \$1,000 or fraction thereof over \$10,000
Other (2)		
Minimum Fee: Electrical Water Heater	\$65.95	\$65.95
Minimum Fee: Residential Backflow	\$65.95	\$65.95
Minimum Fee: All Other	\$76.84	\$76.84
Plumbing Annual Permit for Commercial Industrial Locations (3)		
1 to 3 Plant Plumbers (up to 6 Inspections)	\$1,130.69	\$1,130.69
1 to 3 Plant Plumbers Technicians (up to 12 Inspections)	\$2,261.36	\$2,261.36
4 to 6 Plant Plumbers (up to 24 Inspections)	\$4,526.48	\$4,526.48
7 to 12 Plant Plumbers (up to 36 Inspections)	\$6,787.31	\$6,787.31
13 to 35 Plant Plumbers (up to 52 Inspections)	\$9,050.60	\$9,050.60
25+ Plant Plumbers (up to 75 Inspections)	\$11,314.53	\$11,314.53
Plan Review Fee	35% of permit fee plus submission fee	35% of permit fee plus submission fee
Plan Review Submission Fee	\$78.74	\$78.74
Trip Fees - Rounded to Nearest Whole Dollar		
Inspection Requested but Not Ready	\$48.00	\$48.00
Each Additional Inspection Over 2 per Permit	\$48.00	\$48.00
Inspection of Existing Installation	\$94.00	\$94.00
Progress Inspections Per 1/2 Hour (Minimum)	\$48.00	\$48.00
Minimum Fee (2)	\$76.84	\$76.84

Footnotes:

1 A maximum of two inspections are provided with the permit. Additional inspections will be assessed a Trip Fee.

2 The plumbing permit fee shall be the calculated fee per the fee table or the minimum fee, whichever is greater.

3 For commercial and industrial location employing full-time plumbing maintenance staff or having a yearly maintenance contract with a licensed plumbing contractor. All yearly maintenance contracts must detail the number of contract plumbers necessary to do the work required under the contract. This number will be used for calculating the fees. Each inspection is based on a two-hour maximum. Annual permits are valid for inspection at one facility (site) only.

4.1. *Table IV.1.* These fees apply to multifamily residential and commercial building permits for approval and acceptance by the Vancouver fire marshal's office.

January 2022 Fees

Valuation	Permit Fees
\$1.00 to \$500.00	\$13.46
\$501.00 to \$2,000	\$13.46 for the first \$500.00 plus \$0.35 for each additional \$100.00 or fraction thereof up to and including \$2,000
\$2,001 to \$25,000	\$18.65 for the first \$2,000 plus \$1.34 for each additional \$1,000 or fraction thereof up to and including \$25,000
\$25,001 to \$50,000	\$49.65 for the first \$25,000 plus \$1.01 for each additional \$1,000 or fraction thereof up to and including \$50,000
\$50,001 to \$100,000	\$74.69 for the first \$50,000 plus \$0.65 for each additional \$1,000 or fraction thereof up to and including \$100,000
\$100,001 to \$500,000	\$108.06 for the first \$100,000 plus \$0.59 for each additional \$1,000 or fraction thereof up to and including \$500,000
\$500,001 to \$1,000,000	\$345.38 for the first \$500,000 plus \$0.55 for each additional \$1,000 or fraction thereof up to and including \$1,000,000
\$1,000,001 and Up	\$617.33 for the first \$1,000,000 plus \$0.35 for each additional \$1,000 or fraction thereof
Manufactured Structures Setup Fee	\$13.46 per section, with a minimum fee of \$26.93 per permit

July 2022 Fees

Valuation	Permit Fees
\$1.00 to \$500.00	\$13.89

Valuation	Permit Fees
\$501.00 to \$2,000	\$13.89 for the first \$500.00 plus \$0.36 for each additional \$100.00 or fraction thereof up to and including \$2,000
\$2,001 to \$25,000	\$19.25 for the first \$2,000 plus \$1.38 for each additional \$1,000 or fraction thereof up to and including \$25,000
\$25,001 to \$50,000	\$51.24 for the first \$25,000 plus \$1.04 for each additional \$1,000 or fraction thereof up to and including \$50,000
\$50,001 to \$100,000	\$77.08 for the first \$50,000 plus \$0.67 for each additional \$1,000 or fraction thereof up to and including \$100,000
\$100,001 to \$500,000	\$111.52 for the first \$100,000 plus \$0.61 for each additional \$1,000 or fraction thereof up to and including \$500,000
\$500,001 to \$1,000,000	\$356.43 for the first \$500,000 plus \$0.57 for each additional \$1,000 or fraction thereof up to and including \$1,000,000
\$1,000,001 and Up	\$637.08 for the first \$1,000,000 plus \$0.36 for each additional \$1,000 or fraction thereof
Manufactured Structures Setup Fee	\$13.89 per section, with a minimum fee of \$27.79 per permit

5. *Table V. Plan review fees.* When submittal documents are required by this code, a plan review fee pursuant to Table V shall be paid at the time of submitting the submittal documents for plan review. The plan review fees specified in Table V are separate fees from the permit fees specified in this section and are in addition to the permit fees.

Table V. Plan Review Fees

Review	Fee
Building Plan Review	65% of building permit fee (100% for fast track review)
Single Permit Plan Review	50% of single permit fee (77% for fast track review)
Fire Plan Review (Commercial and Multifamily Permits Only)	65% of the fire building permit fee
Mechanical or Plumbing Plan Review	35% of permit fee
Electrical Plan Review	35% of permit fee plus submission fee

6. *Table VI. Grading and erosion control permit and plan review fees.*

Table VI. Grading and Erosion Control Permit and Plan Review Fees

Building – Grading and Erosion Control	January 2022		July 2022	
	Plan Review Fee	Permit Fee	Plan Review Fee	Permit Fee
10 to 50 c.y.		\$30.09		\$30.09
51 to 100 c.y.	\$30.09	\$47.38	\$30.09	\$47.38
101 to 1,000 c.y.				
Base Fee	\$47.38	\$47.38	\$47.38	\$47.38
Plus Fee per 100 c.y. (or Fraction Thereof)		\$22.41		\$22.41
1,001 to 10,000 c.y.				
Base Fee	\$63.09	\$249.12	\$63.09	\$249.12
Plus Fee per 1,000 c.y. (or Fraction Thereof)		\$18.57		\$18.57
10,001 to 100,000 c.y.				
Base Fee for First 10,000 c.y.	\$63.09	\$416.27	\$63.09	\$416.27
Plus Fee per 10,000 c.y. (or Fraction Thereof)	\$31.37	\$84.55	\$31.37	\$84.55
100,001 to 200,000 c.y.				
Base Fee for First 100,000 c.y.	\$345.51	\$1,177.09	\$345.51	\$1,177.09
Plus Fee per 10,000 c.y. (or Fraction Thereof)	\$16.96	\$46.74	\$16.96	\$46.74
200,001 c.y. or More				
Base Fee for First 200,000 c.y.	\$515.23	Use 100,001 above	\$515.23	Use 100,001 above
Plus Fee per 10,000 c.y. (or Fraction Thereof)	\$9.30	Use 100,001 above	\$9.30	Use 100,001 above

7. *Table VII. Fire Protection System Fees.*

Table VII. Fire Fees

No.	Activity	January 2022		July 2022	
		Base Fee	Per Head or Device	Base Fee	Per Head or Device
FIRE PROTECTION SYSTEMS AND COMPONENTS					
1.	Fire Pumps (each pump)				
	a) Review	\$289.60		\$298.87	
	b) Inspection	\$778.78		\$803.70	
2.	Stand Pipes (each stand pipe)				
	a) Review	\$108.47		\$111.94	
	b) Inspection	\$218.01		\$224.99	
3.	Underground Fire Service (each lateral)				
	a) Review	\$77.01		\$79.47	
	b) Inspection	\$218.01		\$224.99	
4.	Fire Sprinklers (each system)				
	a) Review	\$233.20	\$2.33	\$240.66	\$2.40
	b) Inspection	\$233.20	\$3.86	\$240.66	\$3.98
B.	Fire Sprinkler Tenant Improvements:				
	Category 1: Affidavit 1 to 10 heads: (Limited to arm-overs and drops with a head location diagram for inspection reference)				
	a) Review		–		–
	b) Inspection		\$77.01		\$79.47
	Category 2: Affidavit 11 to 20 heads: (Limited to arm-overs and drops in a light hazard occupancy with a head location diagram for inspection reference)				
	a) Review		–		–
	b) Inspection		\$156.19		\$161.19
	Category 3: Fire sprinkler system alterations that involve only changing heads of the same performance characteristics and minor adjustments				

No.	Activity	January 2022		July 2022	
		Base Fee	Per Head or Device	Base Fee	Per Head or Device
	to drop lengths:				
	a) Review		–		–
	b) Inspections	\$156.19	\$2.33	\$161.19	\$2.40
	Category 4: Fire sprinkler system alterations or additions that don't fall under Category 1, 2, or 3: (With full plans)				
	a) Review	\$77.01	\$0.75	\$79.47	\$0.77
	b) Inspections	\$156.19	\$2.33	\$161.19	\$2.40
C.	Dry Pipe, Antifreeze, Preaction (each in addition to fire sprinkler system)				
	a) Review	\$108.47		\$111.94	
	b) Inspection	\$218.01		\$224.99	
5.	Clean Agent System (CO2, FM-200, Inergen, etc.)				
	a) Review	\$388.30		\$400.73	
	b) Inspection	\$545.58		\$563.04	
6.	Commercial Cooking Hood and Duct Protection (per new system)				
	a) Review	\$279.84		\$288.79	
	b) Inspection	\$187.64		\$193.64	
	Commercial Cooking Hood and Duct Protection Minor Revisions (Permit not required if modification is limited to normal maintenance, replacing or reconfiguring heads and no increase in flow points used.) Applicant to notify fire marshal's office of location and extent of work.				
	a) Review	–		–	
	b) Inspection	–		–	
7.	Fire Alarm Systems - Minor (additions, no new panel, up to 10 devices)				
	Category 1: Affidavit 1 to 4 devices (limited to spot smoke or heat detectors, horn/strobes, strobes, horns, mini-horns, manual pull stations or one communication device)				
	Category 1: Affidavit 1 to 4 devices (limited to spot smoke or heat detectors, horn/strobes, strobes, horns, mini-horns, manual pull stations or one communication device)				

No.	Activity	January 2022		July 2022	
		Base Fee	Per Head or Device	Base Fee	Per Head or Device
	a) Review	No review fees for fire alarms – minor per ordinance			
	b) Inspections		\$135.58		\$139.92
	Category 2: Modifications of up to 10 devices not qualifying for affidavit (e.g., additions, no new panel)				
	a) Review		\$77.01	\$3.11	\$79.47
	b) Inspections		\$156.19	\$7.81	\$161.19
8.	Fire Alarm Systems - Major (new panel or 11+ devices, central station)				
	a) Review		\$233.20	\$3.11	\$240.66
	b) Inspection		\$233.20	\$7.81	\$240.66
OTHER PERMITS					
9.	Underground Tank Demolition (each tank)				
	a) Review		–		–
	b) Inspection		\$27.12		\$27.99
10.	Smoke Control Systems (up to 3 shafts)			Each add'l shaft	(up to 3 shafts)
	a) Review		\$467.48	\$156.19	\$482.44
	b) Inspections		\$932.80	\$311.29	\$962.65
	Other Smoke Control (atriums, malls, others)				
	a) Review		\$467.48	\$156.19	\$482.44
	b) Inspections		\$932.80	\$311.29	\$962.65
TRIP FEES¹					
11.	Trip Fee Assessment		\$57.49		\$59.33

Footnotes:

1 Trip fees are intended to recover actual costs and may be assessed where the requested inspections are for work that is not ready for inspection, the work is not accessible for inspection, or the appropriate personnel or documentation is not on site.

8. *Other inspection and service fees.*

- a. Other inspections outside of the normal business hours (8:00 a.m. to 5:00 p.m.) shall be a minimum fee of \$296.00 per inspector providing a maximum of two hours of inspection per trip. Additional consecutive hours of inspection are \$148.00 per hour per inspector. Inspector is defined as a building inspector, electrical inspector and/or a deputy fire marshal.
- b. Reinspection fees when required shall be \$148.00 per hour, with a minimum of \$74.00 per inspection.
- c. Inspections for which no fee is established shall be \$148.00 per hour, with a minimum of \$74.00 per inspection.
- d. Additional plan review time required due to changes or revisions to already approved construction documents and plans shall be calculated at \$148.00 per hour, but shall not exceed an amount equal to the original plan check fee. Major revisions to construction documents or plans after approval or during plan review shall require a new plan review fee.
- e. There shall be a \$31.00 issuance fee added for each permit identified in Tables I (Building Permit Fees), VI (Grading and Erosion Control Permit and Plan Review Fees), and VII (Fire Fees).
- f. Permit fees not clearly defined by this section, or fees that are found by the building official and/or fire code official to be inequitable using a valuation base, shall be determined by the building official and/or fire code official by using a rational cost-of-service analysis. Fee determinations in such cases shall be made available to the public and disseminated to the applicable segments of the construction industry for use in future such cases.
- g. *Expiration date extension fee.* A fee of \$40.00 shall be assessed to process a permit expiration date extension request for CMI and RES permits. A fee of \$26.00 shall be assessed to process expiration date extension requests for other permit types covered under this title.
- h. *Fee refunds.* Requests for fee refunds must be made in writing by the permit holder~~permittee~~. Fees assessed under this Chapter that are less than \$222 will be retained by the city as a non-refundable administrative processing fee unless the

building official or fire code official determines that fees assessed and collected as a result of an error by the city. The building official and/or fire code official may authorize refund of a fee paid as follows:

- i. Refunding of not more than 80 percent of the permit fee paid when no work has commenced under a permit issued in accordance with this code.
 - ii. Authorize refunding of not more than 80 percent of the plan review fee paid when an application for a permit for which a plan review fee has been paid is withdrawn or canceled before any examination time has been expended.
 - iii. There shall be no refunding of any fee paid except upon written application filed by the original applicant not later than 180 days after the date of fee payment.
- i. *Reinspection/Trip Fees.* A reinspection/trip fee may be assessed for each inspection or reinspection when such portion of work for which inspection is called for is not complete or when corrections called for are not made.
- i. Reinspection/trip fees are designed to discourage the practice of calling for inspections before the job is ready for such inspection or reinspection.
 - ii. Reinspection/trip fees may also be assessed under the following circumstances:
 - A. When the inspection record card and permit are not posted or otherwise available on the work site.
 - B. When approved plans are not readily available to the inspector for failure to provide access on the date the inspection is scheduled.
 - C. When there is deviation from the approved plans.
 - D. When required corrections have not been completed upon request for reinspection.
 - E. When the cost per hour of inspection or reinspection has exceeded the permit fee paid. A minimum of three inspections per category are allowed for all “single permit fee” permits.

iii. The permittee or their designated agent shall pay the required fee as set forth in the fee schedule and noted in the reinspection/trip fee notice.

iv. In instances where reinspection/trip fees have been assessed, additional inspection of the work will not be performed until the required fee has been paid.

v. Reinspection/trip fees will be assessed on electrical, plumbing and mechanical permits where the number of requested inspections exceeds two. Reinspection fees may be assessed on all other permits where the number of requested inspections in a required inspection category exceeds three. See VMC 17.08.090(G) for limited trade reinspection fee requirements.

j. *Work commencing before permit issuance.* Any person who commences any work on a building, structure, electrical, gas, mechanical, plumbing system, fire sprinkler, fire alarm system and/or other fire code permits before obtaining the necessary permits shall be subject to an investigation fee established by the building official and/or fire code official in addition to the required fees as set forth in this code.

i. The investigation fee for work commencing before permit issuance shall be the same as the required permit fees contained in the fee tables.

ii. The investigation fee shall be paid prior to or at the time of the permit issuance.

iii. The payment of the investigation fee shall not exempt an applicant from compliance with all provisions of this code or other applicable laws.

iv. Such investigation fees may be in addition to any other penalty assessed under VMC Title 22.

Section 6. That part of section 4 of Ordinance M-3660, and last amended by that part of section 5 of Ordinance M-4165, codified as 17.08.140, is hereby amended to read as follows:

17.08.140 Inspections.

A. Construction or work for which a permit is required shall be subject to inspection by the building official and the construction or work shall remain accessible and exposed for inspection purposes until approved by the building official. In addition, certain types of construction shall have continuous and/or special inspections as specified in IBC Chapter 17.

B. Approval as a result of an inspection shall not be construed to be an approval of a violation of the provisions of this code or of other ordinances. Inspections presuming to give authority to violate or cancel the provisions of this code or of other ordinances shall not be valid.

C. It shall be the duty of the property owner, general contractor and the permit holder to maintain access for the required inspections. Work shall remain exposed for proper visual verification. ~~permittee to cause the work to remain accessible and exposed for inspection purposes.~~ Neither the building official nor the city shall be liable for expense entailed in the removal or replacement of any material required to be removed to allow inspection. Where in the opinion of the building official, the nature of the work is minor in nature and the inspection can be performed remotely via photographs, live video feed or recording, the building official may require or allow remote inspection.

D. Inspection record card and approved construction documents. Work requiring a permit shall not be commenced until the permit card and approved construction documents are made readily available for the building official or designee at the construction site. ~~the permittee or their authorized agent has posted or otherwise made available the permit and inspection record card and approved construction documents such as to allow the building official to conveniently make the required entries there on regarding inspection of the work~~ The permit, inspection record card, and the approved construction documents shall be made available by the permittee until final approval has been granted by the building official.

E. Inspection scheduling Requests. Required inspections shall be scheduled utilizing the city's inspection scheduling system. ~~It shall be the duty of the permittee, their authorized agent or contractor to notify the building official that such work is ready for inspection within ten (10) days of the work being completed.~~ The building official may require that inspections be scheduled at least three (3) working days in advance of the inspection date. Scheduled inspections may be moved by the building official for good cause. The building official or designee shall notify the contractor or permit holder of the revised inspection date and time.

1. ~~The building official may require that every request for inspection be filed at least one working day before such inspection is desired.~~

2. ~~Such request shall be made by the method provided by the city for requesting and scheduling inspections.~~

~~3. It shall be the responsibility of the permittee their authorized agent and/or the person requesting an inspection required by this code or the technical codes to provide the building official access to the premises and means for inspection of the work.~~

F. ~~Approval required~~ Inspection results and approval. Work shall not be done beyond the point indicated in each successive inspection without first obtaining the approval of the building official.

~~1. Upon completion of the scheduled inspection, the building official or designee shall make the results of the inspection accessible to the contractor or permit holder. The building official upon notification shall make the required inspections and shall either indicate that that portion of the construction is satisfactory as completed or shall notify the permit holder or an agent of the permittee or their authorized agent of conditions not in compliance with code requirements.~~

2. Such notification of conditions not in compliance with code requirements shall be in writing in the form of a correction notice and shall specify the work that is not in conformance, identify the section of the code that the work does not comply with and shall set a time period for correction and request for re-inspection. Failure to correct the noncompliant condition and request re-inspection within the time period noted in the correction notice will be considered a violation and will be subject to enforcement under VMC Title 22.

3. Any portions of construction which do not comply with code requirements shall be corrected and such portion shall not be covered or concealed until re-inspected and approved by the building official or designee.~~authorized by the building official.~~

4. There shall be a final inspection and approval of all and any buildings, structures, appurtenances and building service equipment when completed and ready for occupancy or use.

G. Preliminary inspection. Before issuing a permit, the building official is authorized to examine or cause to be examined buildings structures and site for which an application has been filed.

H. Required inspections. Inspections are required as determined necessary by the building official in order to verify compliance with the applicable codes. The building official shall perform the required inspection upon notification that the work performed is ready for inspection and/or scheduling of the inspection. The required inspections may include, but are not limited to the following:

1. Erosion Control. Erosion control mitigation measure requirements shall be installed, inspected and approved before proceeding with any other site or

construction work. Erosion control measures must be maintained until the project is completed and will be verified at all subsequent inspections.

2. Setback, footing and foundation inspections. Setback, footing and foundation inspections shall be made after excavations for footings are complete and any required reinforcing steel is in place. For concrete foundations, any required forms shall be in place prior to inspections. Materials for foundation shall be on the job except where concrete is ready mixed in accordance with ACI 38, the concrete need not be on the job. No concrete shall be placed prior to inspection approval.
3. Concrete slab and under floor inspection. Concrete slab inspections shall be made after in slab reinforcing steel and building services, equipment, conduit, piping accessories and other ancillary equipment items are in place but before any concrete is place.
4. Under floor inspection. Under floor inspection shall be made before any floor-deck or floor-sheathing is installed. Under floor inspection includes, but is not limited to, post, beam, joists, low point drains and radon piping.
5. Storm water systems. Storm water inspections shall be made to determine compliance with approved construction plans and applicable codes including LID standards.
6. Frame inspection. Framing inspections shall be made after the floor deck or sheathing, all framing, fire blocking and bracing are in place, and after pipes, chimneys and vents to be concealed are complete, and after the rough electrical, plumbing, heating wires, pipes and ducts are inspected and approved.
7. Gypsum board inspection. Gypsum board inspections when part of a required fire-rated assembly or part of a structural framing system (shear/lateral bracing) shall be made after lathing and gypsum board, interior and/or exterior, is in place, but before any plastering is applied or gypsum board joints and fasteners are taped and finished. In multiple layer systems, the fastening of each layer must be inspected before the application of the next layer.
8. Fire-resistive penetrations. Protection of joints and penetrations in fire-resistive-rated assemblies shall not be concealed from view until inspected and approved.
9. Energy efficiency inspections. Inspections shall be made to determine compliance with the Washington State Energy Code and shall include, but shall not be limited to, inspection for envelope insulation R and U values, fenestration U value, duct system R value, HVAC, water heating equipment efficiency, installation methods, weather sealing and similar energy related items. No interior

finish that would conceal the energy efficiency component shall be applied prior to energy efficiency inspection and approval.

I. Building service equipment inspections. Building service equipment for which a permit is required by this code shall be inspected.

1. Building service equipment includes, but is not limited to, electrical, mechanical, plumbing, fuel gas, private storm water facility, and fire sprinkler and fire alarm system installations.

Exception: Rough tub/shower inspection not required when a manufactured tub and/or shower unit is installed.

2. Building service equipment intended to be concealed by a permanent portion of the building shall not be concealed until inspected and approved.

3. When the installation of building service equipment is complete final inspection shall be made.

4. Building service equipment regulated by the technical codes shall not be connected to the water, fuel or power supply or sewer system until authorized by the building official.

J. Barrier free accessibility inspection. Inspection shall be made of required barrier free accessibility features as part of any other required inspection including final inspection

K. Zoning inspection. Inspections are required for all signs, parking lots, landscaping, wetland delineation, critical areas delineation, tree preservation protection and other features regulated and required as part of a land use approval under VMC Title 20 and noted on the approved plans and/or permit.

L. Other inspections. In addition to the inspections specified in this section, the building official is authorized to make or require other inspections, including third party inspections, of any construction work to ascertain compliance with the provisions of this code and other laws enforced by the city.

M. Special Inspection. Special inspection, as detailed in IBC Chapter 17, and the IRC when the design requirements of the International Building Code are required, shall be performed by agencies as defined in VMC Section 17.08.100(J).

N. Structural observation. Structural observation shall be made by the registered design professional as required in IBC Section 1709. Reports shall be submitted to the building official.

O. Floor elevation certification within flood prone areas. Upon placement of the lowest floor in flood hazard areas, including the basement, and prior to further vertical

construction, the elevation certification required in the IBC or IRC shall be submitted to the building official.

P. Final inspection. Final inspection shall be made after all work required and/or authorized to be performed by the building permit, is completed.

Section 7. That part of section 6 of Ordinance M-4047, codified as 17.32.040, is hereby amended to read as follows:

17.32.040 Unfit dwellings, buildings or structures defined.

For the purposes of this chapter, any dwelling, building or structure which has any or all of the conditions or defects described in this section shall be deemed to be an unfit dwelling, building or structure, provided that such conditions or defects exist to the extent that the life, health, property or safety of the public is endangered. Each itemized defect listed in this chapter is considered a distinct code violation for the purpose of enforcement actions under VMC Title 22.

Section 8. Savings. Those ordinances or parts of ordinances which are amended or repealed by this ordinance shall remain in full force and effect until the effective date of this ordinance.

Section 9. Severability. If any clause, sentence, paragraph, section, or part of this ordinance or the application thereof to any person or circumstance shall be adjudged by any court of competent jurisdiction to be invalid, such order or judgment shall be confined in its operation to the controversy in which it was rendered and shall not effect or invalidate the remainder of any parts thereof to any person or circumstances and to this end the provisions of each clause, sentence, paragraph, section or part of this law are hereby declared to be severable.

Section 10. Effective date. This ordinance shall become effective thirty (30) days following the date of final adoption.

DATE OF FINAL PASSAGE by the Vancouver City Council: _____.

SIGNED this _____ day of _____, 2023.

Anne McEnerny-Ogle, Mayor

Attest:

Approved as to form:

Natasha Ramras, City Clerk

Jonathan Young, City Attorney

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:

\$ 11,931,156.73 this 23th day of January 2023.

DocuSigned by:
Anne McEnerny-Ogle
MAYOR

Cyndi A. Turner
Digitally signed by Cyndi A. Turner
Date: 2023.01.17 13:26:59 -08'00'
AUDITING OFFICER

DocuSigned by:
Ty Stubb
COUNCILMEMBER

DocuSigned by:
M W. r
COUNCILMEMBER

DATE	INCLUSIVE CHECK NUMBERS	CHECK TOTAL
December 12, 2022 - January 01, 2023	Accounts Payable Checks (see attached)	\$ 8,534,707.74
December 12, 2022 - January 01, 2023	Hansen City Payments (see attached)	\$ 10,648.92
December 12, 2022 - January 01, 2023	Visa Refunds (see attached)	\$ 5,559.06
December 12, 2022 - January 01, 2023	Payroll Checks (see attached)	\$ 3,380,241.01
TOTAL		\$ 11,931,156.73

INVOICE PAYMENTS REPORT

<u>Payment Category</u>	<u>Payment Type</u>	<u>Transaction Reference</u>	<u>Payment Date</u>	<u>Payment Amount</u>	<u>Payment Payee</u>	<u>Memo</u>
Ad Hoc Payment	Check	8682	1/4/2023	69.77	Adams, Grant	Utility Refunds: 0029010400-00
Ad Hoc Payment	Check	8683	1/4/2023	269.26	BRAD ENSWORTH OR DAVID ENSWORTH OR KAREN TOWNLEY	Utility Refunds: 0089000900-01
Ad Hoc Payment	Check	8684	1/4/2023	150.82	Buffum, Cathy or Mark	Utility Refunds: 0093008300-07
Ad Hoc Payment	Check	8685	1/4/2023	204.83	Eggen, Jon T & Julie A	Utility Refunds: 0012035700-04
Ad Hoc Payment	Check	8686	1/4/2023	117.00	Hill, Derek or Kerry	Utility Refunds: 0000001969-05 Consolidated refund created from multiple refunds
Ad Hoc Payment	Check	8687	1/4/2023	61.41	Matt Kozlowski or Cheryl Monke	Utility Refunds: 0073003253-02
Ad Hoc Payment	Check	8688	1/4/2023	325.00	Peter Forgey or Katherine Kramer	Utility Refunds: 0085044434-02 Consolidated refund created from multiple refunds
Ad Hoc Payment	Check	8689	1/4/2023	2,150.83	Rits, Donald	Utility Refunds: 0099057300-02
Ad Hoc Payment	Check	8690	1/4/2023	103.17	Swegles Living Trust	Utility Refunds: 0087010337-01
Ad Hoc Payment	Check	8691	1/4/2023	250.58	Zoradi, Michael or Vicki	Utility Refunds: 0125002360-04
Miscellaneous Payment	Check	8693	1/4/2023	33,873.18	Finn Partners	Refund- security deposit COV 415 building purchase, minus \$2,909.97 for countertop replacement
Miscellaneous Payment	Check	8694	1/4/2023	120.00	Fircrest Neighborhood Association	2022 RecycleU
Miscellaneous Payment	Check	8695	1/4/2023	12,425.73	GEICO	
Miscellaneous Payment	Check	8696	1/4/2023	57.00	Immanuel Lutheran Church	Refund - Cust duplicate paid inv#77046459
Miscellaneous Payment	Check	8697	1/4/2023	200.00	Karl Johnston (Inactive)	Rental Deposit Refund
Miscellaneous Payment	Check	8698	1/4/2023	290.00	LGI Homes - Washington LLC	Washington LLC acquired COV BL in error outside City limits. Refund \$290.00
Miscellaneous Payment	Check	8699	1/4/2023	75.00	Natalie Smith (Inactive)	Rental Deposit Refund
Miscellaneous Payment	Check	8700	1/4/2023	75.00	Necole Hurse (Inactive)	Rental Deposit Refund
Miscellaneous Payment	Check	8701	1/4/2023	120.00	Riveridge Neighborhood Association	2022 RecycleU
Miscellaneous Payment	Check	8702	1/4/2023	20.00	Vancouver False Alarm Reduction Program	TERI / JEFF SCHLENZ Customer #9029 Invoice: #99496647
Miscellaneous Payment	Check	8703	1/4/2023	20.00	Vancouver False Alarm Reduction Program	STARBUCKS COFFEE CO #379 Customer #21839 Invoice: #99496183
Miscellaneous Payment	Check	8704	1/4/2023	20.00	Vancouver False Alarm Reduction Program	STARBUCKS COFFEE #10178 Customer #13653 Invoice: #99495753
Miscellaneous Payment	Check	8705	1/4/2023	20.00	Vancouver False Alarm Reduction Program	STARBUCKS COFFEE #344 Customer #13655 Invoice: #99495757
Miscellaneous Payment	Check	8706	1/4/2023	200.00	Vancouver False Alarm Reduction Program	AREA HEATING AND COOLING INC Customer #22197 Invoices: #99497444 & 99497647
Miscellaneous Payment	Check	8707	1/4/2023	40.10	Vancouver False Alarm Reduction Program	THE CLUB AT THE PARK Customer #22281 Invoices: #99483617 & 99488981
Miscellaneous Payment	Check	8708	1/4/2023	16.50	Vancouver False Alarm Reduction Program	JORDAN / BRANDON FARLEY Customer #22527 Invoice: #99474362
Miscellaneous Payment	Check	8709	1/4/2023	2.89	Vancouver False Alarm Reduction Program	FRONTIER PUBLIC HOUSE Customer #21261 Invoice: #99435849
Miscellaneous Payment	Check	8710	1/4/2023	239.52	Wing Lau	Claim Payment - DOL: 09/18/22 - Risk
Supplier Payment	Check	8711	1/4/2023	14,252.56	Action Technology Systems	
Supplier Payment	Check	8712	1/4/2023	2,095.02	Allegiance Benefit Plan Management Inc - Remit- To: Pensioners	
Supplier Payment	Check	8713	1/4/2023	245.00	Allegiance Benefit Plan Management Inc - Remit- To: Pensioners	
Supplier Payment	Check	8714	1/4/2023	1,625.02	Allegiance Benefit Plan Management Inc - Remit- To: Pensioners	
Supplier Payment	Check	8715	1/4/2023	134.75	Allegiance Benefit Plan Management Inc - Remit- To: Pensioners	
Supplier Payment	Check	8716	1/4/2023	19.25	Allegiance Benefit Plan Management Inc - Remit- To: Pensioners	
Supplier Payment	Check	8717	1/4/2023	10,400.00	Allegis Group Holdings Inc - Remit-To: TekSystems Inc - Atlanta	
Supplier Payment	Check	8718	1/4/2023	135.29	Aramark Uniform & Career Apparel LLC - Remit-To: Aramark - Pasadena	
Supplier Payment	Check	8719	1/4/2023	5,521.70	Brown and Caldwell	
Supplier Payment	Check	8720	1/4/2023	2,392.50	BSK Associates - Remit-To: Supplier BSK Associates	
Supplier Payment	Check	8721	1/4/2023	13,500.00	Cascade Inn	
Supplier Payment	Check	8722	1/4/2023	788.49	Cellco Partnership - Remit- To: Cellco - Dallas	
Supplier Payment	Check	8723	1/4/2023	594,111.50	Clark County - Remit-To: Clark County - Treasurer Vancouver	
Supplier Payment	Check	8724	1/4/2023	839.24	Columbia Resource Company	

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

INVOICE PAYMENTS REPORT

Supplier Payment	Check	8725	1/4/2023	204.54	Comcast Holdings Corporation - Remit-To: Comcast Business - City of Industry	
Supplier Payment	Check	8726	1/4/2023	32.88	Comcast Holdings Corporation - Remit-To: Comcast Business - City of Industry	
Supplier Payment	Check	8727	1/4/2023	264.00	Dex Media West	
Supplier Payment	Check	8728	1/4/2023	56.41	Experian Marketing Solutions - Remit-To: Experian - Los Angeles	
Supplier Payment	Check	8729	1/4/2023	1,077.73	Ferguson Enterprises - Remit-To: Ferguson - Dallas	
Supplier Payment	Check	8730	1/4/2023	19,844.65	Grayshift LLC	
Supplier Payment	Check	8731	1/4/2023	1,137.98	Northwest Health and Safety Inc	
Supplier Payment	Check	8732	1/4/2023	731.50	Northwest Staffing Resources Inc - Remit-To: NW Staffing - Portland	
Supplier Payment	Check	8733	1/4/2023	2,282.25	Qwest Corporation	
Supplier Payment	Check	8734	1/4/2023	2,543.13	The Loudenback Corporation	
Supplier Payment	Check	8735	1/10/2023	6,836.49	Aflac	
Supplier Payment	Check	8736	1/10/2023	5,291.52	AFSCME Local #307	
Supplier Payment	Check	8737	1/10/2023	700.00	IAM Local #1374	
Supplier Payment	Check	8738	1/10/2023	9,015.65	Life Insurance Company of North America	
Supplier Payment	Check	8739	1/10/2023	475.00	MFS Service Center Inc	
Supplier Payment	Check	8740	1/10/2023	4,156.44	OPEIU Local #11	
Supplier Payment	Check	8741	1/10/2023	225.00	OPEIU Local #11	
Supplier Payment	Check	8742	1/10/2023	640.00	Teamsters Local #58	
Supplier Payment	Check	8743	1/10/2023	297.50	UA Local #290	
Supplier Payment	Check	8744	1/10/2023	2,822.66	Western Conference of Teamsters	
Supplier Payment	Check	8745	1/10/2023	1,210.26	Western Metal Industry Pension Plan	
Supplier Payment	Check	8746	1/11/2023	2,685.38	Able Fence Company Inc	
Supplier Payment	Check	8747	1/11/2023	560.98	Accurate Corporate Services Inc	
Supplier Payment	Check	8748	1/11/2023	6,727.00	Action Onsite Inc	
Supplier Payment	Check	8749	1/11/2023	39,554.77	Action Technology Systems	
Supplier Payment	Check	8750	1/11/2023	3,982.50	Afghan Associates Inc	
Supplier Payment	Check	8751	1/11/2023	54.40	Airgas, Inc	
Supplier Payment	Check	8752	1/11/2023	823.75	A-Line Asphalt Maintenance Inc	
Supplier Payment	Check	8753	1/11/2023	798.00	Allegheny Answering Services	
Supplier Payment	Check	8754	1/11/2023	4,078.83	Allegiance Benefit Plan Management Inc - Remit-To: Pensioners	
Supplier Payment	Check	8755	1/11/2023	5,634.80	Allegiance Benefit Plan Management Inc - Remit-To: Pensioners	
Supplier Payment	Check	8756	1/11/2023	271.39	Allegiance Benefit Plan Management Inc - Remit-To: Pensioners	
Supplier Payment	Check	8757	1/11/2023	4,307.40	Allegiance Benefit Plan Management Inc - Remit-To: Pensioners	
Supplier Payment	Check	8758	1/11/2023	54,025.00	Allegis Group Holdings Inc - Remit-To: TekSystems Inc - Atlanta	
Supplier Payment	Check	8759	1/11/2023	1,238.04	Arborscape Ltd Inc	
Supplier Payment	Check	8760	1/11/2023	98,318.00	Association of Washington Cities	
Supplier Payment	Check	8761	1/11/2023	8,740.83	AT & T Mobility II LLC	
Supplier Payment	Check	8762	1/11/2023	24,946.33	Bartels & Stout, Inc.	
Supplier Payment	Check	8763	1/11/2023	1,729.90	Bound Tree Medical LLC	
Supplier Payment	Check	8764	1/11/2023	16,360.50	Brown and Caldwell - Remit-To: Brown & Caldwell - San Francisco	
Supplier Payment	Check	8765	1/11/2023	9,557.50	Cascadia Consulting Group Inc	
Supplier Payment	Check	8766	1/11/2023	1,495.00	CBG Communications Inc	
Supplier Payment	Check	8767	1/11/2023	16,053.91	CECO Inc	
Supplier Payment	Check	8768	1/11/2023	175.34	Cellco Partnership - Remit-To: Cellco - Dallas	
Supplier Payment	Check	8769	1/11/2023	26,004.00	CFM Strategic Communications, Inc.	
Supplier Payment	Check	8770	1/11/2023	57.00	City of Vancouver - Remit-To: COV Main	

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INVOICE PAYMENTS REPORT

Supplier Payment	Check	8771	1/11/2023	236,158.55	Clark County - Remit-To: Clark County - Treasurer Vancouver	
Supplier Payment	Check	8772	1/11/2023	26.99	Clark Public Utility District No. 1	
Supplier Payment	Check	8773	1/11/2023	29.49	Clark Public Utility District No. 1	
Supplier Payment	Check	8774	1/11/2023	26.91	Clark Public Utility District No. 1	
Supplier Payment	Check	8775	1/11/2023	13.41	Clark Public Utility District No. 1	
Supplier Payment	Check	8776	1/11/2023	108.23	Code Publishing Co	
Supplier Payment	Check	8777	1/11/2023	20,515.19	Columbia Resource Company	
Supplier Payment	Check	8778	1/11/2023	12,599.29	Columbia Resource Company	
Supplier Payment	Check	8779	1/11/2023	106.62	Comcast Holdings Corporation - Remit-To: Comcast Business - City of Industry	
Supplier Payment	Check	8780	1/11/2023	34,707.76	Consort North America Inc	
Supplier Payment	Check	8781	1/11/2023	9,256.21	Copiers Northwest	
Supplier Payment	Check	8782	1/11/2023	724.16	CTM Electric	
Supplier Payment	Check	8783	1/11/2023	629.98	CyberSource Corporation - Remit-To: CyberSource - Los Angeles	
Supplier Payment	Check	8784	1/11/2023	8,719.87	Epic Land Solutions, Inc.	
Supplier Payment	Check	8785	1/11/2023	275.00	ERF Company Inc	
Supplier Payment	Check	8786	1/11/2023	3,262.50	Financial Consulting Solutions Group Inc	
Supplier Payment	Check	8787	1/11/2023	10,567.90	General Pacific Inc	
Supplier Payment	Check	8788	1/11/2023	13,389.86	Global Transportation Engineering Corporation	
Supplier Payment	Check	8789	1/11/2023	341.76	Gray & Osborne Inc	
Supplier Payment	Check	8790	1/11/2023	5,370.00	Griffey Inc	
Supplier Payment	Check	8791	1/11/2023	4,508.00	Harper Houf Peterson Righellis Inc	
Supplier Payment	Check	8792	1/11/2023	28,676.10	Herrera Environmental Consultants Inc	
Supplier Payment	Check	8793	1/11/2023	9,120.00	InSource, Inc.	
Supplier Payment	Check	8794	1/11/2023	437.81	Iron Mountain Inc - Remit- To: Iron Mountain - New York	
Supplier Payment	Check	8795	1/11/2023	653.14	J-2 Blueprint Supply Co.	
Supplier Payment	Check	8796	1/11/2023	170.00	Judy Adams	
Supplier Payment	Check	8797	1/11/2023	35,753.87	KBT Distributing LLC	
Supplier Payment	Check	8798	1/11/2023	2,463.75	Keller Associates Inc	
Supplier Payment	Check	8799	1/11/2023	6,800.60	Kittelson & Associates Inc	
Supplier Payment	Check	8800	1/11/2023	120,948.00	Madden Fabrication Inc.	
Supplier Payment	Check	8801	1/11/2023	5,500.00	Magenta Theater	
Supplier Payment	Check	8802	1/11/2023	1,898.90	Mark IV Enterprises Inc	
Supplier Payment	Check	8803	1/11/2023	10,312.28	McFarlanes Bark Inc	
Supplier Payment	Check	8804	1/11/2023	61,297.84	Minister & Glaeser Surveying Inc	
Supplier Payment	Check	8805	1/11/2023	3,774.72	Mobes Business Forms	
Supplier Payment	Check	8806	1/11/2023	6.25	Motorola Solutions Inc	
Supplier Payment	Check	8807	1/11/2023	1,300.14	Municipal Emergency Services Inc - Remit-To: Municipal Emergency Services - Chicago	
Supplier Payment	Check	8808	1/11/2023	1,429.00	Murray Smith Inc	
Supplier Payment	Check	8809	1/11/2023	21,726.13	Northwest Natural Gas Company - Remit-To: NW Natural - Portland	
Supplier Payment	Check	8810	1/11/2023	50,321.14	Northwest Staffing Resources Inc - Remit-To: NW Staffing - Portland	
Supplier Payment	Check	8811	1/11/2023	921.27	One Call Concepts Inc	
Supplier Payment	Check	8812	1/11/2023	2,990.50	Pacifica Law Group LLP	
Supplier Payment	Check	8813	1/11/2023	275.59	Pacific Towing INC.	
Supplier Payment	Check	8814	1/11/2023	63,251.42	Parametrix, Inc	
Supplier Payment	Check	8815	1/11/2023	9,816.00	Parkeon	
Supplier Payment	Check	8816	1/11/2023	5,247.95	Passport Labs Inc. - Remit- To: Passport Labs Inc	
Supplier Payment	Check	8817	1/11/2023	2,527.50	PBS Engineering and Environmental Inc	
Supplier Payment	Check	8818	1/11/2023	2,802.99	PC Specialists Inc - Remit- To: TIG - San Diego	
Supplier Payment	Check	8819	1/11/2023	8,400.00	PlanIT Geo, Inc.	
Supplier Payment	Check	8820	1/11/2023	4,275.00	Portland Adventist Medical Center	
Supplier Payment	Check	8821	1/11/2023	115,523.62	Portland Mechanical Construction LLC	
Supplier Payment	Check	8822	1/11/2023	58,435.21	PPC Solutions Inc	

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INVOICE PAYMENTS REPORT

Supplier Payment	Check	8823	1/11/2023	11,804.71	Proforce Marketing Inc	
Supplier Payment	Check	8824	1/11/2023	3,257.30	Resolute Documentation Services	
Supplier Payment	Check	8825	1/11/2023	152.00	Robinson Noble, Inc.	
Supplier Payment	Check	8826	1/11/2023	805.72	SeaWestern Inc	
Supplier Payment	Check	8827	1/11/2023	2,780.36	Software House International SHI - Remit-To: SHI - Dallas	
Supplier Payment	Check	8828	1/11/2023	29,764.48	State of Washington Department of Transportation	
Supplier Payment	Check	8829	1/11/2023	3,002.75	State of Washington State Patrol	
Supplier Payment	Check	8830	1/11/2023	12.45	Stericycle Inc - Remit-To: Shred-It	
Supplier Payment	Check	8831	1/11/2023	24.62	Stericycle Inc - Remit-To: Shred-It	
Supplier Payment	Check	8832	1/11/2023	6.22	Stericycle Inc - Remit-To: Shred-It	
Supplier Payment	Check	8833	1/11/2023	6.15	Stericycle Inc - Remit-To: Shred-It	
Supplier Payment	Check	8834	1/11/2023	6.15	Stericycle Inc - Remit-To: Shred-It	
Supplier Payment	Check	8835	1/11/2023	31.08	Stericycle Inc - Remit-To: Stericycle	
Supplier Payment	Check	8836	1/11/2023	8,394.65	SWARCO McCain, Inc.	
Supplier Payment	Check	8837	1/11/2023	2,100.00	Synarchy Science LLC	
Supplier Payment	Check	8838	1/11/2023	3,468.05	Tapani Materials Inc	
Supplier Payment	Check	8839	1/11/2023	10,706.47	The ADT Security Corporation	
Supplier Payment	Check	8840	1/11/2023	1,300.01	The Loudenback Corporation	
Supplier Payment	Check	8841	1/11/2023	385.18	Towing & Recovering Services Inc	
Supplier Payment	Check	8842	1/11/2023	1,425.48	Transunion Risk & Alternative Data Solutions Inc	
Supplier Payment	Check	8843	1/11/2023	13,425.00	Triangle Resources Inc	
Supplier Payment	Check	8844	1/11/2023	1,250.94	Trilogy MedWaste West, LLC	
Supplier Payment	Check	8845	1/11/2023	2,533.00	Universal Music - MGB NA LLC	
Supplier Payment	Check	8846	1/11/2023	30.00	Vancouver Aire LLC	
Supplier Payment	Check	8847	1/11/2023	95.00	Vancouver Granite Works Inc	
Supplier Payment	Check	8848	1/11/2023	29,152.90	Veritas Technologies LLC - Remit-To: Veritas Technologies LLC	
Supplier Payment	Check	8849	1/11/2023	6,017.97	Waldron & Company Inc	
Supplier Payment	Check	8850	1/11/2023	3,491.48	Walter E Nelson Company	
Supplier Payment	Check	8851	1/11/2023	240.00	Washington Association of Municipal Attorneys	
Supplier Payment	Check	8852	1/11/2023	75.00	Washington Finance Officers Association	
Supplier Payment	Check	8853	1/11/2023	22,500.00	Washington Timbers	
Supplier Payment	Check	8854	1/11/2023	36,329.24	Waste Connections of Washington - Remit-To: Waste Connections - Vancouver	
Supplier Payment	Check	8855	1/11/2023	10,220.00	Water Systems Consulting Inc	
Supplier Payment	Check	8856	1/11/2023	2,861.62	Western Water Works Supply Co Inc	
Supplier Payment	Check	8857	1/11/2023	483.46	Wex Bank	
Supplier Payment	Check	8858	1/11/2023	10,000.00	Willis Towers Watson Insurance Services West inc	
Supplier Payment	Check	8859	1/11/2023	103.38	XPO Logistics Enterprise Services, Inc - Remit-To: XPO - Portland	
Miscellaneous Payment	Check	8860	1/11/2023	216.77	Garrett Sign Co Inc	Parking Permit Refund on Permit COV11327
Miscellaneous Payment	Check	8861	1/11/2023	64.52	John Jacobs	Parking permit refund permit #COV08899
Miscellaneous Payment	Check	8862	1/11/2023	8,441.30	L & S Contractors	Inv 22707 - Sung Jin Baek - 2614 E 25th St
Miscellaneous Payment	Check	8863	1/11/2023	13,616.75	Pacific Plumbing and Drain	Inv 28386225 - Doherty - 200 SE 98th Ave
Miscellaneous Payment	Check	8864	1/11/2023	13,616.75	Pacific Plumbing and Drain	Inv 27533245 - Doherty - 200 SE 98th Ave
Miscellaneous Payment	Check	8865	1/11/2023	91.00	Panda Express	Customer Paid Invoice #77047318 twice
Miscellaneous Payment	Check	8866	1/11/2023	54.00	Platinum Pets (Inactive)	Overpayment on Invoice #77046676.
Miscellaneous Payment	Check	8867	1/11/2023	329.25	Point Monitor Corporation	FRI-317892 (jobsite: 1515 W 39th St.)
Miscellaneous Payment	Check	8868	1/11/2023	330.00	Richard Leonett	Richard Leonett airport customer #92513, hangar #D-02. Customer vacated December 31,2022; refund is for deposit (\$330.00).
Miscellaneous Payment	Check	8869	1/11/2023	191.59	Simpson Plumbing LLC	MPE-330788 (jobsite: 7323 Michigan Street)

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INVOICE PAYMENTS REPORT

Miscellaneous Payment	Check	8870	1/11/2023	53.00	Spencer's	Customer Paid Invoice # 77036455 twice.
Miscellaneous Payment	Check	8871	1/11/2023	5,937.00	State of Washington State Treasurer	4th Qtr 2022 A8 Form
Miscellaneous Payment	Check	8872	1/11/2023	8,700.00	The Coalition for Clean Water	City of Vancouver Public Works - 2023 Membership Dues
Miscellaneous Payment	Check	8873	1/11/2023	345,899.20	Vancouver Housing Authority	Fourth Plain Commons (WTR-326285 and SWR-326287)
Cash Advance Payment	Check	8874	1/11/2023	141.00	Sean Douglas	
Ad Hoc Payment	Check	8875	1/11/2023	340.00	Anderson,Haley	Utility Refunds: 0077035400-09
Ad Hoc Payment	Check	8876	1/11/2023	11.45	BAKER,MICHAEL	Utility Refunds: 0002000112-01
Ad Hoc Payment	Check	8877	1/11/2023	195.66	Boyer,Ted	Utility Refunds: 0055010062-02
Ad Hoc Payment	Check	8878	1/11/2023	101.87	Brooks,Elizabeth	Utility Refunds: 0161000840-04
Ad Hoc Payment	Check	8879	1/11/2023	259.01	DUIZER,ROBERT	Utility Refunds: 0108005280-09
Ad Hoc Payment	Check	8880	1/11/2023	254.00	Estate of Robert Dubeau	Utility Refunds: 0057013000-03 Consolidated refund created from multiple refunds
Ad Hoc Payment	Check	8881	1/11/2023	225.36	Filip,Florian or Sofia	Utility Refunds: 0044025800-05
Ad Hoc Payment	Check	8882	1/11/2023	231.00	Gonzalez,Michelle or Miguel	Utility Refunds: 0127020410-02 Consolidated refund created from multiple refunds
Ad Hoc Payment	Check	8883	1/11/2023	146.95	Greene,Sandra	Utility Refunds: 0045027587-01
Ad Hoc Payment	Check	8884	1/11/2023	87.12	Ihrig,Myrna	Utility Refunds: 0036023000-01
Ad Hoc Payment	Check	8885	1/11/2023	264.80	ILYA OR LILIYA CHERNICHENKO	Utility Refunds: 0070071400-08
Ad Hoc Payment	Check	8886	1/11/2023	62.49	Jerry Miller Trust	Utility Refunds: 0101000826-03
Ad Hoc Payment	Check	8887	1/11/2023	132.00	Kent,Greg	Utility Refunds: 0096047700-13
Ad Hoc Payment	Check	8888	1/11/2023	989.97	Peterson,Carol	Utility Refunds: 0023033004-01
Ad Hoc Payment	Check	8889	1/11/2023	3.66	Professional Credit Service	Utility Refunds: Inv 26389
Ad Hoc Payment	Check	8890	1/11/2023	148.16	Rogers,Bill	Utility Refunds: 0067012800-04
Ad Hoc Payment	Check	8891	1/11/2023	137.30	Saeteun,Dorothy	Utility Refunds: 0500003703-02
Ad Hoc Payment	Check	8892	1/11/2023	402.72	Shorthill,Helmer or Patricia	Utility Refunds: 0049084064-00
Ad Hoc Payment	Check	8893	1/11/2023	113.90	Songbird Holdings LLC	Utility Refunds: 0500005588-01
Ad Hoc Payment	Check	8894	1/11/2023	3,064.03	The Trust of Marvin K Peterson Decedents	Utility Refunds: 0023033004-01
Ad Hoc Payment	Check	8895	1/11/2023	22.94	THIEN NGUYEN OR THU THANH NGUYEN DO	Utility Refunds: 0000003203-05
Ad Hoc Payment	Check	8896	1/11/2023	92.88	Tisdale,Laura or Stephen	Utility Refunds: 0141005588-02
Ad Hoc Payment	Check	8897	1/11/2023	175.12	Vincent Myers or Sara Goldsworthy	Utility Refunds: 0163001084-03
Ad Hoc Payment	Check	8898	1/11/2023	777.39	Workman,Ric	Utility Refunds: 0139000770-03 Consolidated refund created from multiple refunds
Ad Hoc Payment	Check	8899	1/11/2023	202.22	Santos Cruz,Vianney	Utility Refunds: 0067014907-07
			Check	2,708,365.40		
Expense Payment	Direct Deposit	EFT-00178056	1/3/2023	222.18	David Coffey	
Expense Payment	Direct Deposit	EFT-00178057	1/3/2023	11.92	Daniel Mattson	
Expense Payment	Direct Deposit	EFT-00178058	1/3/2023	33.99	John Honrath	
Expense Payment	Direct Deposit	EFT-00178098	1/5/2023	67.51	Pennie McCarty	
Expense Payment	Direct Deposit	EFT-00178099	1/5/2023	527.88	Rainy Rau	
Expense Payment	Direct Deposit	EFT-00178100	1/5/2023	98.03	James Stockton	
Expense Payment	Direct Deposit	EFT-00178101	1/5/2023	187.56	Zachory Martin	
Expense Payment	Direct Deposit	EFT-00178102	1/5/2023	70.08	Abe Dahmus	
Expense Payment	Direct Deposit	EFT-00178103	1/5/2023	200.00	Judson McCauley	
Expense Payment	Direct Deposit	EFT-00178104	1/5/2023	125.00	Beau Wilcoxon	
Expense Payment	Direct Deposit	EFT-00178105	1/5/2023	139.47	Jared Caldwell	
Expense Payment	Direct Deposit	EFT-00178106	1/5/2023	116.88	Carole Boswell	
Cash Advance Payment	Direct Deposit	EFT-00178111	1/9/2023	4,568.00	Greg Catton	
Cash Advance Payment	Direct Deposit	EFT-00178112	1/9/2023	4,408.00	Edward Letarte	
Cash Advance Payment	Direct Deposit	EFT-00179931	1/12/2023	265.50	Steven Forgette	
Cash Advance Payment	Direct Deposit	EFT-00179932	1/12/2023	310.50	Ken Portlock	
Cash Advance Payment	Direct Deposit	EFT-00179933	1/12/2023	265.50	Drew Klaetsch	
Cash Advance Payment	Direct Deposit	EFT-00179934	1/12/2023	141.00	Erik Miletich	
Expense Payment	Direct Deposit	EFT-00179935	1/12/2023	66.22	Lyle Mann	
Expense Payment	Direct Deposit	EFT-00179936	1/12/2023	158.00	Neil Martin	
Expense Payment	Direct Deposit	EFT-00179937	1/12/2023	223.14	Jason Kitterman	
Expense Payment	Direct Deposit	EFT-00179938	1/12/2023	136.00	Douglas Messner	
Expense Payment	Direct Deposit	EFT-00179939	1/12/2023	104.00	Gary Allmon	
Expense Payment	Direct Deposit	EFT-00179940	1/12/2023	136.00	Jacinto Gazcon	
Expense Payment	Direct Deposit	EFT-00179941	1/12/2023	136.00	Michael Permin	
Expense Payment	Direct Deposit	EFT-00179942	1/12/2023	60.26	Ryan Lopossa	
Expense Payment	Direct Deposit	EFT-00179943	1/12/2023	59.85	Jordan Macfarlane	
Expense Payment	Direct Deposit	EFT-00179944	1/12/2023	135.64	Geronia Coyle III	
Expense Payment	Direct Deposit	EFT-00179945	1/12/2023	243.15	Steven Sampson	
Expense Payment	Direct Deposit	EFT-00179946	1/12/2023	99.00	Nolan Hanson	
Expense Payment	Direct Deposit	EFT-00179947	1/12/2023	33.65	Stephenie Urick	
Expense Payment	Direct Deposit	EFT-00179948	1/12/2023	75.00	Cyndi Turner	
Expense Payment	Direct Deposit	EFT-00179949	1/12/2023	306.63	Jake Cahill	
			Direct Deposit	13,731.54		
Supplier Payment	EFT	EFT-00178043	1/3/2023	493.68	Siemens Industry Inc - Remit-To: Siemens - Carol Stream	
Supplier Payment	EFT	EFT-00178044	1/3/2023	8,507.90	Power Systems West	
Supplier Payment	EFT	EFT-00178045	1/3/2023	2,566.03	MPGTandem	
Supplier Payment	EFT	EFT-00178047	1/3/2023	8,655.85	His Masterpiece LLC	
Supplier Payment	EFT	EFT-00178048	1/3/2023	271.25	George Elevator Service LLC	

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

INVOICE PAYMENTS REPORT

Supplier Payment	EFT	EFT-00178049	1/3/2023	1,871.63	Sea Reach LTD	
Supplier Payment	EFT	EFT-00178050	1/3/2023	321.25	Atlas Technical Consultants LLC	
Supplier Payment	EFT	EFT-00178051	1/3/2023	6,962.00	Sequence Graphics LLC - Remit-To: Sequence Graphics	
Supplier Payment	EFT	EFT-00178052	1/3/2023	8,920.80	Mead and Hunt Inc	
Supplier Payment	EFT	EFT-00178053	1/3/2023	5,362.11	Waxie's Enterprises Inc	
Supplier Payment	EFT	EFT-00178054	1/3/2023	37,529.09	Fehr & Peers	
Supplier Payment	EFT	EFT-00178055	1/3/2023	481.81	Praxair Distribution Inc	
Supplier Payment	EFT	EFT-00178107	1/5/2023	430.00	Rotschy Inc	
Supplier Payment	EFT	EFT-00178108	1/5/2023	22,753.24	Lynn K Wittwer MD PC	
Supplier Payment	EFT	EFT-00178109	1/5/2023	5,679.80	Council for the Homeless	
Supplier Payment	EFT	EFT-00178110	1/5/2023	40.73	Ziply Fiber	
Supplier Payment	EFT	EFT-00179885	1/10/2023	24,151.16	IAFF Local #452	
Supplier Payment	EFT	EFT-00179886	1/10/2023	131.22	Legal Shield	
Supplier Payment	EFT	EFT-00179887	1/10/2023	14,918.44	Allegiance Benefit Plan Management Inc	
Supplier Payment	EFT	EFT-00179888	1/10/2023	10,721.99	Vancouver Police Officer Guild	
Supplier Payment	EFT	EFT-00179889	1/10/2023	950.40	Vancouver Command Guild	
Supplier Payment	EFT	EFT-00179950	1/12/2023	79,210.73	Advanced Excavating Specialists LLC	
Supplier Payment	EFT	EFT-00179951	1/12/2023	38,101.75	Coffman Engineers Inc	
Supplier Payment	EFT	EFT-00179952	1/12/2023	5,173.00	Kobel Solutions	
Supplier Payment	EFT	EFT-00179953	1/12/2023	17,298.90	State of Washington Auditor's Office	
Supplier Payment	EFT	EFT-00179954	1/12/2023	350.00	Sharon Rice	
Supplier Payment	EFT	EFT-00179955	1/12/2023	74,987.91	Parker Pacific Development LLC	
Supplier Payment	EFT	EFT-00179956	1/12/2023	3,045.00	ROP Consulting Inc	
Supplier Payment	EFT	EFT-00179957	1/12/2023	3,850.00	Brad Piesch Aggressive Enterprises, Inc	
Supplier Payment	EFT	EFT-00179958	1/12/2023	37,024.85	Halbert Construction Services LLC	
Supplier Payment	EFT	EFT-00179959	1/12/2023	160.37	MPGTandem	
Supplier Payment	EFT	EFT-00179960	1/12/2023	23,617.00	Meterreaders LLC	
Supplier Payment	EFT	EFT-00179961	1/12/2023	1,042.00	Mead and Hunt Inc	
Supplier Payment	EFT	EFT-00179962	1/12/2023	8,695.00	Micro Enterprise Services of Oregon	
Supplier Payment	EFT	EFT-00179963	1/12/2023	388.40	McKesson Medical Surgical Inc	
Supplier Payment	EFT	EFT-00179964	1/12/2023	1,483.24	State of Washington Consolidated Technology Services	
Supplier Payment	EFT	EFT-00179965	1/12/2023	35,342.43	Jacobs Engineering Group Inc	
Supplier Payment	EFT	EFT-00179966	1/12/2023	283,437.83	Share Inc	
Supplier Payment	EFT	EFT-00179967	1/12/2023	3,473.88	New Life Friends Church	
Supplier Payment	EFT	EFT-00179968	1/12/2023	213,222.71	Western United Civil Group, LLC	
Supplier Payment	EFT	EFT-00179969	1/12/2023	2,784.97	Restored and Revived	
Supplier Payment	EFT	EFT-00179970	1/12/2023	8,332.80	PreCise MRM LLC	
Supplier Payment	EFT	EFT-00179971	1/12/2023	60,532.71	T2 Systems Inc - Remit-To: T2- Atlanta	
Supplier Payment	EFT	EFT-00179972	1/12/2023	425,841.57	Rotschy Inc	
Supplier Payment	EFT	EFT-00179973	1/12/2023	267,255.43	Lee Contractors LLC	
Supplier Payment	EFT	EFT-00179974	1/12/2023	288.12	Praxair Distribution Inc	
Supplier Payment	EFT	EFT-00179975	1/12/2023	6,453.00	Otak Inc	
Supplier Payment	EFT	EFT-00179976	1/12/2023	3,000.67	Sonic Boom Wellness LLC	
Supplier Payment	EFT	EFT-00179977	1/12/2023	10,274.69	Partners in Careers	
Supplier Payment	EFT	EFT-00179978	1/12/2023	4,298.63	Pitney Bowes Inc	
Supplier Payment	EFT	EFT-00179979	1/12/2023	2,910.25	Commonstreet Consulting, LLC	
Supplier Payment	EFT	EFT-00179980	1/12/2023	340.66	Retail Lockbox Inc	
Supplier Payment	EFT	EFT-00179981	1/12/2023	26,993.37	Operations Management International Inc	
Supplier Payment	EFT	EFT-00179982	1/12/2023	714.01	Miller Mendel Inc	
Supplier Payment	EFT	EFT-00179983	1/12/2023	28,644.00	Workday Inc	
Supplier Payment	EFT	EFT-00179984	1/12/2023	89,018.61	Del Sol Inc	
		EFT		1,929,308.87		
Supplier Payment	Manual Wire		12/31/2022	13,942.50	Athlactron Holding	
Supplier Payment	Manual Wire		1/3/2023	3,098.51	Internal Revenue Service	
Supplier Payment	Manual Wire		1/3/2023	344,848.47	Kaiser Permanente - Remit-To: Kaiser Permanente	
Supplier Payment	Manual Wire		1/3/2023	197,406.84	Blue Cross Blue Shield of Oregon	
Supplier Payment	Manual Wire		1/3/2023	18,445.80	Washington Dental Service	
Supplier Payment	Manual Wire		1/3/2023	83,277.04	Liberty Mutual Group Inc.	
Supplier Payment	Manual Wire		1/3/2023	14,289.31	Bank Of America N.A. - Remit-To: Account Analysis	

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

INVOICE PAYMENTS REPORT

Supplier Payment	Manual Wire	1/4/2023	1,182.00	State of Washington Department of Licensing - Remit-To: DOL - Seattle Remit	
Supplier Payment	Manual Wire	1/5/2023	20,076.40	JP Morgan Chase Bank, N.A.	
Supplier Payment	Manual Wire	1/5/2023	460,801.01	Vancouver Firefighters Union Health & Welfare Trust	
Supplier Payment	Manual Wire	1/5/2023	10,158.23	VSP Vision Care Inc	
Supplier Payment	Manual Wire	1/5/2023	184,175.00	Western States Health & Welfare Trust	
Supplier Payment	Manual Wire	1/9/2023	20,087.30	Washington Dental Service	
Supplier Payment	Manual Wire	1/9/2023	273,423.34	Blue Cross Blue Shield of Oregon	
Supplier Payment	Manual Wire	1/10/2023	204.50	Keybank National Association	
Supplier Payment	Manual Wire	1/10/2023	24,101.46	Vancouver Firefighters Union Health & Welfare Trust	
Supplier Payment	Manual Wire	1/10/2023	5,128.81	Washington SDU	
Supplier Payment	Manual Wire	1/10/2023	859.50	Oregon SDU	
Supplier Payment	Manual Wire	1/10/2023	25,497.07	Western States Health & Welfare Trust	
Supplier Payment	Manual Wire	1/10/2023	1,076.85	Vancouver Fire Command Officers	
Supplier Payment	Manual Wire	1/10/2023	7,865.44	ICMA 401A	
Supplier Payment	Manual Wire	1/10/2023	19,300.00	Washington State Firefighters	
Supplier Payment	Manual Wire	1/10/2023	254,704.40	ICMA Corp	
Supplier Payment	Manual Wire	1/10/2023	48,592.59	State of Washington Department of Retirement System (PERS)	
Supplier Payment	Manual Wire	1/11/2023	974,804.94	Internal Revenue Service	
Supplier Payment	Manual Wire	1/12/2023	32,621.18	State of Oregon Department of Revenue	
Supplier Payment	Manual Wire	1/12/2023	49,778.60	Liberty Mutual Group Inc.	
Supplier Payment	Manual Wire	1/12/2023	1,794.00	State of Washington Department of Licensing - Remit-To: DOL - Seattle Remit	
Supplier Payment	Manual Wire	1/13/2023	28,208.75	The Bank Of New York Mellon Trust Company	
Supplier Payment	Manual Wire	1/13/2023	763,552.09	State of Washington Department of Retirement System (PERS)	
		Manual Wire	3,883,301.93		
		Check Total	2,708,365.40		
		Direct Deposit Total	13,731.54		
		EFT Total	1,929,308.87		
		1/9/2023	7,085.90	City Payments	Posted 01-02-23 to 01-08-23
		1/17/2023	3,563.02	City Payments	Posted 01-09-23 to 01-15-23
		Hansen Total	10,648.92		
		1/9/2023	1,153.00	Miscellaneous	Parks Class Refunds FCC 01-02-23 to 01-08-23
		1/9/2023	1,260.00	Miscellaneous	Parks Class Refunds MCC 01-02-23 to 01-08-23
		1/17/2023	2,371.34	Miscellaneous	Parks Class Refunds FCC 01-09-23 to 01-15-23
		1/17/2023	774.72	Miscellaneous	Parks Class Refunds MCC 01-09-23 to 01-15-23
		VISA Total	5,559.06		
		Payroll Total	3,380,241.01		
		GRAND TOTAL	11,931,156.73		

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

City of Vancouver
Payroll Council Report
January 02, 2023 - January 15, 2023

Check No.	Date	Explanation	Amount
895 - 927	01/10/23	January 10th Checks	\$ 14,770.18
178113 - 179877	01/10/23	January 10th Direct Deposits	\$ 3,365,470.83
N/A	01/10/23	01/10/23 NACHA Return	\$ (295.13)
928	01/10/23	Replacement for NACHA Return	\$ 295.13

\$ 3,380,241.01



Staff Report: 004-23

TO: Mayor and City Council

FROM: Eric Holmes, City Manager

DATE: 1/23/2023

SUBJECT 62nd Street Apartments Corner Rezone

Key Points

- State law requires local governments to annually review proposed Comprehensive Plan and associated zoning changes. Zoning changes that do not include a Comprehensive Plan designation change, informally called stand-alone zone changes, may be reviewed at any time.
- A 0.3-acre northwest corner portion of a larger 2.8-acre lot at 63rd Street and 72nd Avenue is proposed for rezone from R-18 to R-22, to match the existing zoning of the remainder larger portion of the lot.

Strategic Plan Alignment

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

Present Situation

City Council approved the same zone change from R-18 to R-22 on the directly abutting larger portion of the lot in 2021, but did not include the corner property, which was, at that time, a separate lot outside of the applicant’s control. No persons testified at the Council hearing for the prior rezone request.

The applicant was later able to reach agreement with the corner property owner to acquire the lot and combine it with the larger property. The applicant subsequently received site plan approval for a 76-unit apartment complex covering the full property (see page 16 herein).

If the rezone is approved, the applicant indicates they will seek a revision of the approved site plan to increase the total to 78 units. No changes to approved building footprints in the site plan are proposed by the applicant.

The Planning Commission unanimously recommended approval of the corner rezone at a

December 13 public hearing at which there was no public testimony or commission questions. The Commission found it met rezone approval criteria of increased consistency with the Comprehensive and Strategic Plans by providing for additional housing options in an appropriate area at densities likely to increase housing options. The onset of the affordable housing crisis and the 2021 rezone of the larger remainder portion of the property represented changes in circumstances since the original zoning was established on the corner site.

Advantage(s)

- The proposed rezone would create consistent zoning between the corner portion and abutting larger portion of the lot.
- The proposed rezone would facilitate development of the corner area and allow for two additional multi-family apartment units on the full site in an area well served by transit and other public services.

Disadvantage(s)

None

Budget Impact

No significant impacts anticipated.

Prior Council Review

December 16, 2022, Briefing Memo

Action Requested

On January 23, 2023, subject to second reading and a public hearing, adopt the ordinance.

Bryan Snodgrass, Principal Planner, 360-487-7946

ATTACHMENTS:

- ▢ Ordinance
- ▢ December 16, 2022 Briefing Memo
- ▢ Presentation

01/09/23
01/23/23

ORDINANCE NO. M_____

AN ORDINANCE relating to zoning for the City of Vancouver and Vancouver Municipal Code (VMC) Title 20; amending the Vancouver Zoning map designation for a portion of property at 6115 NE 72nd Avenue, tax lot 105120000; providing for severability; and providing for an effective date.

WHEREAS, an application for property-specific changes to zoning map designations was submitted to the City of Vancouver to change the zoning map designation on the corner 0.3-acre portion of said property from R-18 to R-22; and

WHEREAS, the Vancouver Planning Commission reviewed the proposed map designation changes at a duly advertised public hearing on December 13, 2022, and voted 5-0 to recommend approval of the zoning map amendment described herein for adoption to the City Council; and

WHEREAS, the City Council conducted a duly advertised public hearing on January 23, 2023; and

WHEREAS, the cumulative environmental impacts of the proposed zoning change have been reviewed and determined to be nonsignificant pursuant to the State Environmental Policy Act. A Notice of Determination of Non-significance (DNS) was issued on November 23, 2022, and no SEPA comments or appeals were received; and

WHEREAS, the City Council finds and concludes that the proposed change is consistent with the balance of relevant criteria for Zoning Map Amendments (VMC 20.285), and is consistent with the policies and provisions of the Comprehensive Plan and Strategic Plan that encourage orderly development within the community and the Growth Management Act pursuant to the requirements of Chapter 36.70A. RCW.

NOW, THEREFORE,

BE IT ORDAINED BY THE CITY OF VANCOUVER:

Section 1. Findings and Conclusions. The Planning Commission findings and conclusions as set forth in the staff report for the December 13, 2022, public hearing, are hereby adopted as the City Council's findings of fact

Section 2. Zoning Code Map Amendment. The City of Vancouver Zoning Map established under VMC 20.130.020 is hereby amended to change the corner portion of property at 6115 NE 72nd Avenue, tax lot 105120000 which currently zoned R-18, to R-22.

Section 3. Severability. If any clause, sentence, paragraph, section, or part of this ordinance or the application thereof to any person or circumstances shall be adjudged by any court of competent jurisdiction to be invalid, such order or judgment shall be confined in its operation to the controversy in which it was rendered and shall not affect or invalidate the remainder of any parts thereof to any other person or circumstances and to this end the provisions of each clause, sentence, paragraph, section or part of this law are hereby declared to be severable.

Section 4. Effective Date. This ordinance shall go into effect 30 days after adoption

DATE OF FINAL PASSAGE by the Vancouver City Council: _____

SIGNED this _____ day of _____, 2023

Anne McEnerny Ogle, Mayor

Attest:

Natasha Ramras, City Finance Director

Approved as to form:

Jonathan Young, City Attorney

SUMMARY

ORDINANCE NO. M_____

AN ORDINANCE relating to zoning for the City of Vancouver and Vancouver Municipal Code (VMC) Title 20; amending the Vancouver Zoning map designation for a portion of property at 6115 NE 72nd Avenue, tax lot 105120000; providing for severability; and providing for an effective date.

The full text of this ordinance will be mailed upon request. Contact Raelyn McJilton, Records Officer at 487-8711, or via www.cityofvancouver.us (Go to City Government and Public Records).

DATE: December 16, 2022

TO: Mayor and City Council

FROM: Bryan Snodgrass, Principal Planner, Community Development Department

RE: Memorandum in lieu of workshop for 62nd Avenue corner lot zone change from R-18 to R-22

CC: Eric Holmes, City Manager



As a follow-up to a 2021 zone change approved by the City Council from R-18 to R-22 in the above 2.5-acre area outlined in blue, the applicant has returned in 2022 with a similar rezone proposal from R-18 to R-22 of the 0.3 acre corner lot outlined in dashed yellow. At the time of 2021 rezone proposal, the applicant, PLS Engineering representing Serghei Cormanitchi, was not able to agree to terms with the current owner for purchase of the corner property. Now that they

have reached agreement, the applicant has come forward to request a zone change for the corner lot to achieve consistent zoning across the site.

The 2022 corner lot rezone proposal was unanimously recommended for approval by the Planning Commission at a December 13, 2022 public hearing, which generated no public testimony or Commission questions. This memorandum is provided to the Council in lieu of a workshop. A public hearing has been scheduled for January 23, following first reading on January 9, 2023. Any advance questions should be directed to Bryan Snodgrass, (360) 487-7946, bryan.snodgrass@cityofvancouver.us

The effect of the corner lot rezone would be to allow an already approved apartment site plan to add two more units. Following the 2021 rezone approval, the applicant received site plan approval for a 76-unit apartment complex. If the corner rezone is approved, the applicant indicates they will seek a revision to the site plan to increase the number of units to 78 but keep the indicated footprints of the buildings. Attachment A of this memorandum contains the application narrative, including the approved site plan. As contemplated in the original rezone, non-emergency vehicular access would be taken east of the site through 62nd Street.

No persons testified during the 2021 Council review of the original rezone. The primary issue in deliberation was the scaling back of the original proposal from R-30 to R-22, to better fit with less dense zoning north of 63rd Street, as shown in Attachment B herein.

Links:

2021 original zone change City Council [staff report](#) and [hearing](#)
2022 corner lot zone change Planning Commission [staff report](#)
2022 Planning Commission [hearing](#)

Attachments:

- A. Applicant narrative
- B. Regional zoning map

Staff:

Bryan Snodgrass, Principal Planner, Community Development Department
(360) 487-7946, bryan.snodgrass@cityofvancouver.us

PLS

ENGINEERING

NARRATIVE

FOR

62ND STREET APARTMENTS REZONE

Submitted to

THE CITY OF VANCOUVER

FOR

SERGHEI COMARNITCHI

2804 NE 65th Avenue, Suite D

Vancouver, WA 98661

(360) 772-5563

September 2022

General Information

Applicant/Owner:

Sunlight Rentals LLC

Contact: Serghei Comarnitchi
2804 NE 65th Avenue, Suite D
Vancouver, WA 98661
(360) 772-5563
sunlight.inc@comcast.net

Project Contacts:

PLS Engineering

Travis Johnson, PE
604 W Evergreen Boulevard
Vancouver, WA 98660
(360) 944-6519
pm@plsengineering.com

Location:	SW ¼ of Section 8, T2N, R2E, WM
Address:	7300 NE 62nd Street Vancouver, WA 98662
Project Size:	2.82 acres
Zoning:	Split Zoned: R-18 (0.296 ac) & R-22 (2.522 ac)
Comprehensive Plan:	UH
Current Use:	Construction of apartment complex in progress.
Current Tax Lot Information:	TBD, the lot merger AFN 6055641 is not yet reflected on Clark County GIS
Former Tax Lot Information:	105120005 (area subject to rezone), 105137-000, 105120-000, and 105120-010
School District:	Vancouver
Elementary:	Walnut Grove
Middle School:	Gaiser
High School:	Fort Vancouver
Water District:	Vancouver
Sewer District:	Vancouver
Fire District:	Vancouver Fire
Park District:	B
Previous Case File:	PRJ-165296/PIR-78794
Transportation Impact Fee:	Pacific

Project Discussion

The 62nd Street Apartment Rezone proposes a zoning map amendment for former parcel #105120005 which contains 12,901 sf. Currently the site which also includes former parcels 105137000, 105120000, and 105120010 has a split zoning with the NW corner being zoned R-18 and the rest being zoned as R-22. The area currently zoned R-22 within the site was subject to a previous rezone. At the time the applicant had not yet purchased the corner parcel. After the rezone to R-22 was approved the applicant purchased the corner parcel and proposed an apartment development on the overall site. The 62nd Street Apartments project is currently under construction. The applicant is proposing to rezone the 12,901 sf corner parcel from R-18 to R-22 so that the site has a consistent zoning. While no site modifications are proposed, the rezone could result in 2 units being added to the project being constructed.

ZONING MAP AMENDMENT APPROVAL CRITERIA

VMC 20.285.060.A. sets out the applicable zoning map amendment approval criteria not involving associated comprehensive plan map amendments. This approval criteria is the same as the previous rezone and in general the same justification apply to this request.

This proposal is required to demonstrate the following:

1. How the proposal is more consistent with applicable policies of the Vancouver strategic plan and comprehensive plan than the existing designation; and
2. That a change in circumstances has occurred since the existing designation was established.

A. Consistency with Vancouver Strategic Plan

The City adopted a 2016-2021 Strategic Plan, and updated it in November 2018. The city is currently working on a new Strategic Plan, but it has not yet been adopted.

The request is consistent with Objective 6.2.1:

6.2.1 Develop a broader range of housing choices through incentives, changes in regulations and implementation of the Affordable Housing Task Force recommendations. Page 23.

In the final 2016 report the Affordable Housing Task Force discussed potential tools and programs to increase the supply of affordable housing units in the city. One of the high priority items discussed amending zoning/development regulations to encourage affordable housing options.

Option for Council Consideration	Description	Estimated Time for Staff to Develop and Present to Council	City Direct Costs/ Staff Time	Cost to Property Owner/ Developer	Potential to Increase Affordable Units	Considerations and Details Additional information to follow based on Council guidance and staff analysis.	Task Force Priority
EXPAND SUPPLY OF AFFORDABLE HOUSING							
Amend zoning/development regulations to encourage affordable housing options	- Allow/promote alternative housing, e.g.: - Cluster/cottage housing - Corner-lot duplexes - Micro-housing and single room occupancy (SRO) housing - Shared housing, including rooming/boarding houses - Reduced parking requirements	Medium to Long	\$\$	\$	Medium	Details: - May be effective at increasing overall supply over a long period of time, but affordability not guaranteed - Marketing incentives/opportunities to property owners and developers - Can use current staff, but may be contracted out Questions: - Requires determination of priorities among several options - Need to determine appropriate level of incentives Task Force comments: Support for allowing a wider variety of housing types and sizes. This option may also provide low-income homeownership units, an opportunity to address affordable housing apart from rentals.	High

The intent of the option would be to increase overall supply of housing in the city which would result in lower purchase prices and rental costs. While this does not provide “affordable housing” it goes a long way to make housing more affordable. Since the adoption of the strategic plan housing prices have continued to soar. This is partly due to a high demand for housing in the Vancouver region that far outpaces the new housing supply. In response to the strategic plan and the Affordable Housing Task Force recommendations, the City Council studied and approved housing code updates. The Housing Code Updates webpage states the following as a purpose of the update:

“Vancouver, like many communities, is facing a housing crisis. As the city continues to grow, there is a desire and need for new types of housing that would allow residents to live more affordably while also maintaining neighborhood livability. However, current city zoning rules prohibit many of these housing options. Changes to the development code can create opportunities for the private sector to deliver a more diverse, affordable housing stock.”

The project goals of the housing update are stated as the following:

“The goal of the project is to update City codes to allow for different, smaller and more affordable types of housing choices. Many are recommended in the Affordable Housing Task Force report (2016) and many are similar to what is allowed in Clark County and other Washington cities nearby and statewide.”

The specific goals include:

- Allowing for the development of diverse housing types to meet changing demographic needs and consumer preferences
- Expanding market rate, middle income, and affordable housing choices
- Maintaining neighborhood livability with incremental, rather than wholesale, change
- Providing more opportunities for people to live near where they work and attend school, and reduce costly commutes
- Facilitating development in areas with full existing public services

The previous rezone and the current proposal are consistent with this plan and will help meet the City’s goals. The general proposal associated with the zone change will accomplish the following:

- The 62nd Street apartment project will add diversity to the housing options in the immediate vicinity of the site.
- It will provide market rate housing including 1-bed and 2-bed units.
- The rezone from R-18 to R-22 represents an incremental change in density and neighborhood livability will be maintained.
- The site is located near schools, stores, and public transport that has the potential to reduce costly commutes.
- The project is in an area with full existing public services.

This policy is discussed more fully below in regard to the current housing crisis as a general change of circumstances since the existing zoning was established.

B. Consistency with the Comprehensive Plan

This request is consistent with the purpose of the existing Comprehensive Plan designation:

Table 1-5. Vancouver comprehensive plan land use designations

Comprehensive Plan designation	Corresponding Zoning	General Intent
Residential		
Urban Lower Density	R-2, R-4, R-6, R-9	Predominantly single-family detached residential development, with some allowances for duplexes, townhouses, and single-family homes on small lots using infill standards
Urban Higher Density	R-18, R-22, R-30, R-35, MX	Predominantly apartments and condominiums, with some allowance for attached housing (such as duplexes, townhouses, and small-lot single-family homes) and mixed use

While the current zone R-18 is also in the Urban Higher Density designation, the surrounding area zoned R-18 is largely attached single-family housing.

This request furthers the Community Development policies on page 1-14 to 1-15 of the Comprehensive Plan:

CD-2 Efficient development patterns Encourage efficient development throughout Vancouver to ensure achievement of average density of 8 units per acre set by countywide planning policies. Encourage higher density and more intense development in areas that are more extensively served by facilities, particularly transportation and transit services.

Response:

- The site is near a full-service grocery store/commercial area, elementary school, community park, and C-Tran Bus route 78 on NE Andresen Rd.
 - Safeway and Walgreens are both approximately 1/4 mile from the site. This is approximately a 5-minute walk. There is also a Starbucks (inside Safeway), Chase Bank, State Farm Insurance, The UPS Store, Sprint Store, Great Clips, Nail Salon, Drive through Coffee, and Subway.
 - Walnut Grove Elementary is directly south of the site.
 - Raymond E Shaffer Community Park is located ¼ mile to the southeast. This is a 10 acre park that connects to another 7 acre park to the south.
 - C-Tran Bus route 78 stops at NE Andresen Rd and NE 63rd Street. This is less than a ¼ mile from the site.
 - The northbound and southbound busses arrive every 30 min from 6:00am to 9:00am and 3:00pm to 6pm
 - The northbound and southbound busses arrive every 60 min from 9:00am to 3:00pm and 6:00pm to 10pm

CD-3 Infill and redevelopment Where compatible with surrounding uses, efficiently use urban land by facilitating infill of undeveloped properties, and redevelopment of underutilized and developed properties. Allow for conversion of single to multi-family housing where designed to be compatible with surrounding uses.

Response:

- The applicant is in the process of developing 4 parcels (2.82 acres total) each of which contained single-family residences on underutilized land. This is a relatively small infill project, where the intent is to convert the existing underutilized land into a multi-family housing project.

In addition, the request fulfills both CD-9, facilitating compatible uses adjacent to each other, and CD-10, placing housing near services (complementary land uses).

Chapter 3 of the Comprehensive Plan contains the City's Housing element. The Plan recognizes the need for diverse housing:

As the baby boom generation ages over the next 20 years, there is likely to be a greater need and demand for smaller units, retirement homes, and assisted living.

Page 3-3.

The plan notes that most residential housing is single-family housing (57%). *Id.* Housing affordability is also a City concern:

The Growth Management Act requires local jurisdictions to demonstrate that regulations allow and encourage housing for all economic segments of the community. Table 3-3 provides a breakdown of local households by income ranges, and the general share of Vancouver housing they can afford to buy or rent without having to spend more than 30% of their income.

There are several policies that would be furthered by this request, including:

H-1 Housing options

Provide for a range of housing types and densities for all economic segments of the population. Encourage equal and fair access to housing for renters and homeowners.

H-2 Affordability

Provide affordable housing by formulating innovative policies, regulations and practices, and establishing secure funding mechanisms. Target affordability programs toward households with incomes below the median.

C. Change in Circumstances

When the site was in Clark County, on the County's 1994, 2004, and 2007 Comprehensive Plan, the site had a Mixed Use Comprehensive Plan designation. In 2016, with its updated comprehensive plan, the County applied the Urban Medium Density Residential to the site. In 2017, the City annexed the site. The City does not have a Medium Density Residential designation or a R-12 zone, so the site was converted to a Urban Higher Density designation and a R-18 Zone.

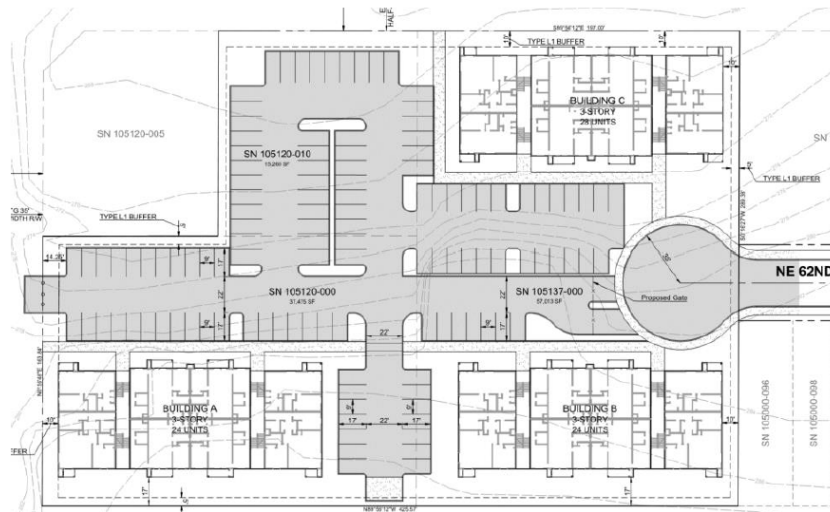
The proposed zone change is in response to the current housing shortage and affordability crisis that is currently occurring in SW Washington. This shortage of housing within the area that the subject property lies represents a change in conditions or circumstances since the zoning designation was established. The proposed zone change will result in addition rental units that will increase the housing supply in the area and contribute to improving housing affordability.

There is a correlation between the lack of housing units and affordable housing where increased demand and reduced supply drive up housing costs.¹ According to the AWB Institute, during 2018 in Clark County, there were an estimated 12,608 renting households spending 50% or more of household income on shelter, or 21.5% of all renting households.²

¹ See <https://www.urban.org/sites/default/files/publication/83656/2000907-strategies-for-increasing-housing-supply-in-high-cost-cities-dc-case-study.pdf>.

² <https://www.awbinstitute.org/indicator/renters-spending-50-or-more/>.

An application for rezone of the original two parcels and parcel #105120010 was submitted on October 15th, 2020. The following is the plan that was submitted for rezone:



Site Plan Submitted for Original Rezone Application

This site plan was subject to city staff review, planning commission review, and review by city council. The corner parcel which is the subject of this current rezone proposal (former parcel #105120005) was of particular interest to the planning commission and was discussed and studied in detail. Discussions were related to how the corner parcel could either develop on its own or be absorbed into the current proposal. The city also contemplated including the corner parcel in the previous rezone.

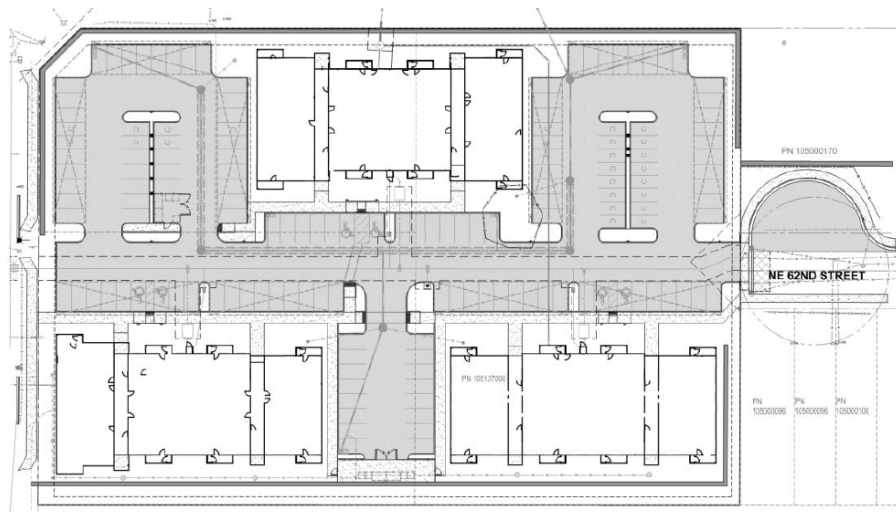
The following are the meetings that occurred in the rezone process of the rest of the site. Many of the comments are directly applicable to the current proposal.

- Planning commission meeting: January 12, 2021
 - <https://www.cityofvancouver.us/pc/page/planning-commission-workshop-and-hearing-13>
- Planning commission meeting: March 9, 2021
 - <https://www.cityofvancouver.us/pc/page/planning-commission-workshop-and-hearing-15>
- City Council Workshop: April 19, 2021
 - <https://www.cityofvancouver.us/citycouncil/page/city-council-meeting-218>
- City Council Meeting: May 10, 2021
 - <https://www.cityofvancouver.us/citycouncil/page/city-council-meeting-community-forum-1>
- Public Hearing: May 17, 2021
 - <https://www.cityofvancouver.us/citycouncil/page/city-council-meeting-220>
- City Council Meeting: August 9, 2021
 - <https://www.cityofvancouver.us/citycouncil/page/city-council-meeting-community-forum-5>
- City Council Meeting: August 16, 2021
 - <https://www.cityofvancouver.us/citycouncil/page/city-council-meeting-226>

The original rezone proposal was for the site to be rezoned to a R-30 designation. As shown in the meeting links above, City staff and the Planning Commission supported the proposal. The City Council was also in support of a rezone but felt that the R-22 destination would be better suited to the site based on the surrounding neighborhood. The City Council eventually approved the site to be rezoned from R-18 to R-22.

Once again, the site area that was subject to the rezone did not include the corner parcel that is currently part of the apartment site plan.

After the rezone approval the applicant was able to make a deal with the owner of the corner parcel and purchased the property before submitting the apartment site plan to the city. A concurrent site plan was prepared including all 4 parcels and submitted to the city on January 28, 2022. The project had site plan approval issued on May 9th, 2022 and subsequently the final engineering drawings were approved on June 23, 2022. The approved plan is shown below:

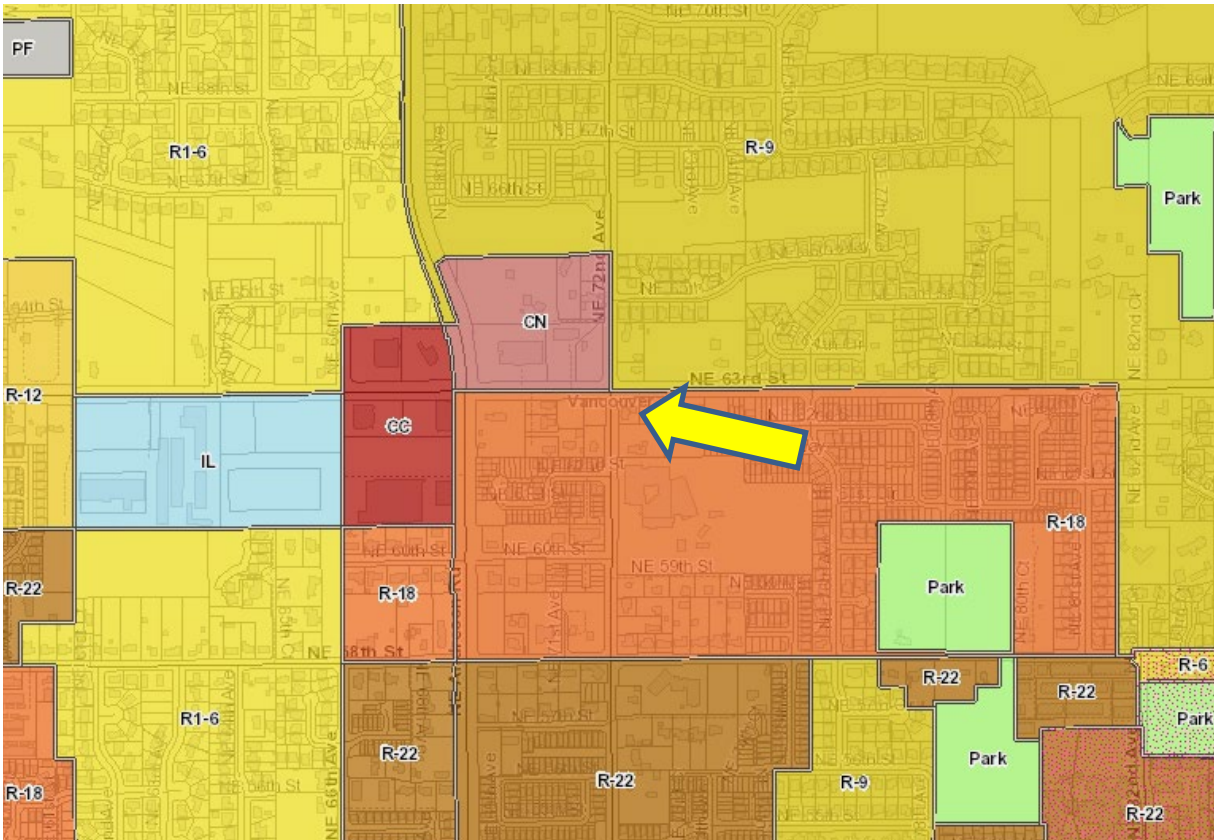


Approved Final Site Plan for the 62nd Street Apartments

CONCLUSION

We respectfully request that staff recommend approval of this zoning map amendment. Approval of this application would result in an overall site that has a consistent R-22 zoning. In addition, the approval criteria that was shown to be met in the previous rezone is directly applicable to the current rezone.

Attachment B – Regional zoning map





62nd Avenue Apartments corner zone change

January 23, 2023
Vancouver City Council
Public Hearing



Bryan Snodgrass
Principal Planner
Community Development Department

Presentation Overview

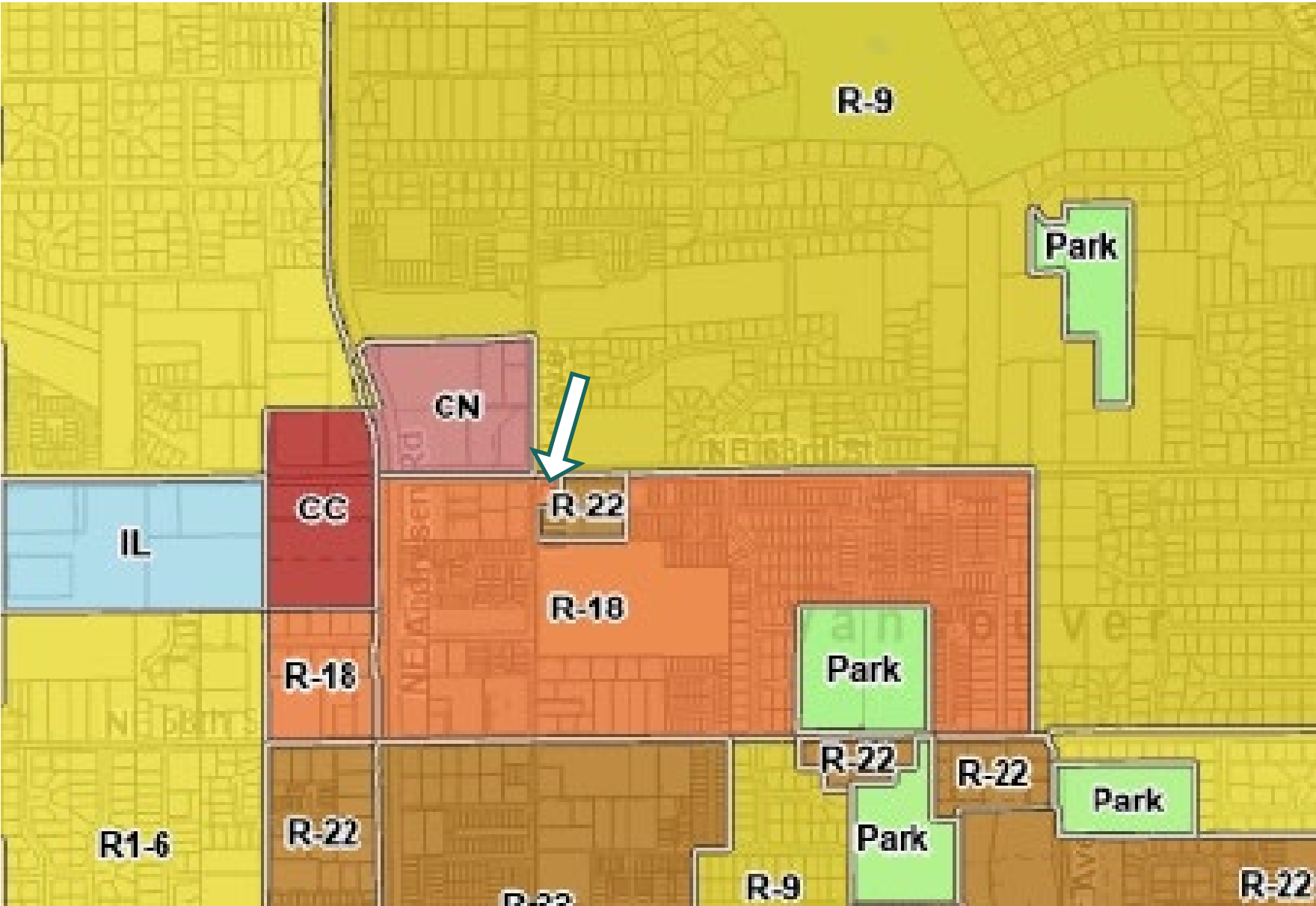
- Council public hearing review of one zoning designation change, from R-18 to R-22 on for the remainder 0.3-acre corner portion of larger 2.8-acre property approved for similar rezone to R-22 in 2021. No Comprehensive Plan change is involved.
- Staff report, Council questions, applicant presentation, public testimony, and Council deliberation and decision
- Because of the prior 2021 review, a memorandum in lieu of workshop for the corner rezone was provided to the Council

R-18 to R-22
in the Walnut
Grove
Neighborhood



62nd Avenue Apartments corner rezone— 3

Regional Zoning

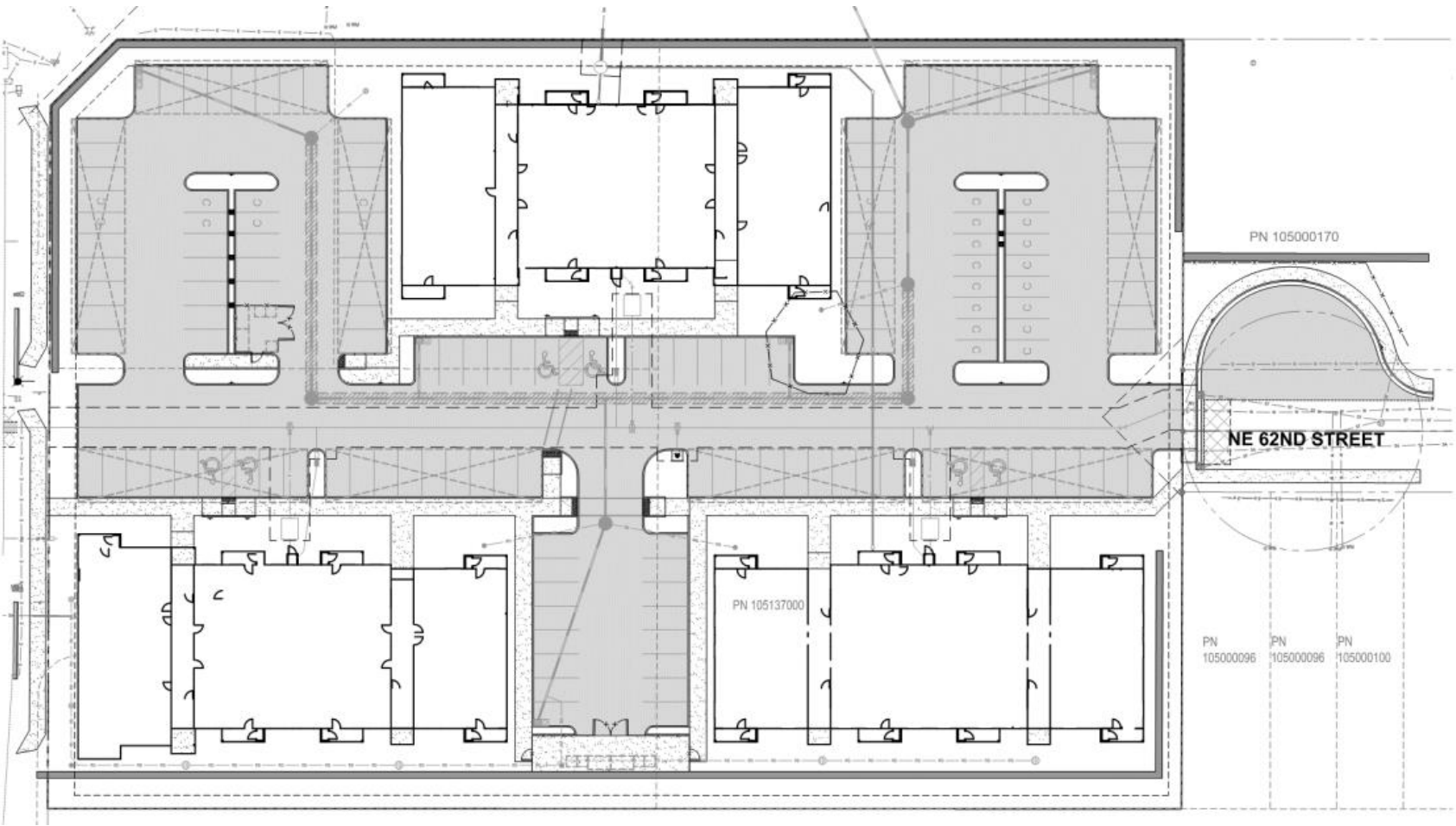


62nd Avenue Apartments corner rezone— 5

Anticipated future development

- If rezone approved, applicant envisions revising recently approved 76-unit market-rate apartment complex to include two more units, without changing building footprints
- Vehicular access will be through 62nd Avenue to the east. Access at west end of the site to 72nd Avenue for pedestrian and emergency vehicles only.

Recently approved site plan



62nd Avenue Apartments corner rezone— 5

Planning Commission review

- The Commission unanimously recommended approval of the rezone at a December 13, 2022 public hearing with no questions or testimony received
- Recommendation based on findings that the rezone facilitates addition to approved apartment housing near public and commercial services and amenities, at densities that will likely expand nearby housing options.
- The local onset of the affordable housing crisis represents a significant change in circumstance.

Return to Council

- Questions of staff
- Applicant presentation and public testimony
- Council deliberation and decision



Staff Report: 005-23

TO: Mayor and City Council

FROM: Eric Holmes, City Manager

DATE: 1/23/2023

SUBJECT Ordinance amending Section VMC 19.08.030 to discontinue issuance of long-term no-charge street parking permits

Key Points

- VMC 19.08.030 allows for downtown residents who live in housing without a driveway or garage to receive a long-term permit for no charge.
- The code provision was intended to help residents who moved into existing residential units that were built without access to off-street parking.
- The increase in residential construction in downtown Vancouver has resulted in confusion about the applicability of this provision to newly constructed buildings with limited parking for residents with multiple vehicles.
- This provision is no longer consistent with the City's recently adopted Climate Action Framework or best practices in parking and transportation demand management, which call for market pricing for on-street parking to encourage parking turnover and use of alternative transportation options.
- Staff recommends discontinuing the issuance of long-term parking permits under this code provision and allowing existing permit holders to retain their permits without rights of assignment.

Strategic Plan Alignment

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

Objective 6.1: Support a strong, active neighborhood program that enhances livability and community connections

Objective 6.2: Improve amenities to allow residents to "age in place"

Objective 8.1: Make downtown Vancouver a vibrant destination for the community and the region

Objective 8.2: Strengthen neighborhood business districts

Present Situation

The Vancouver Municipal Code (VMC) includes a provision that allows for residents of select downtown parking zones without access to a garage or driveway to receive long-term parking permit at no charge to park downtown. Specifically, VMC 19.08.030 states:

“Anyone who establishes that he or she resides in Zones 1, 1A, 2 or 3 and has no garage or driveway shall be issued a long- term permit for no charge for each vehicle registered in his or her name and then can park such vehicle while such permit is properly displayed at any legal parking space in Zone 3 which is marked for parking by permit only.”

The City has issued 44 permits for 14 properties under this provision. These properties are primarily older buildings without any onsite parking for either retail tenants or residents.

In recent years, downtown Vancouver has experienced a surge in the construction of new multifamily residential buildings that include parking typically at a rate of 1 space per residential unit. Households with more than one vehicle must find alternate parking for any additional vehicles. This dynamic has created more demand for on-street parking downtown, and some new residents are now interpreting this code provision to mean that the City must provide free on-street parking permits to any resident who does not have sufficient parking within their own development. This interpretation could be used to justify free parking for any development downtown that fails to meet the parking needs of all of its residents.

- In addition to changes in demand for parking due to new residential construction, the City's priorities have changed significantly since this provision was enacted in the code: In December 2022, City Council adopted a Climate Action Framework that includes strategies to shift driving trips to clean, active modes of transportation and implementation parking demand management across Vancouver.
- The City is planning an update to the Downtown Parking Plan in 2023 that will emphasize more intentional management of existing supply and use of market pricing of on-street and off-street parking to encourage more efficient use of parking and transition to alternative modes of transportation.
- The current code provision is not informed by the City's priorities around equity and inclusion. While some form of reduced parking fee may be appropriate to achieve equitable access to parking, the current policy is tied to a physical location rather than the needs of particular residents. The adoption of a new parking plan will allow the City to explore and implement best practices related equitable access to parking.

Parking Advisory Committee discussed issues with this part of VMC at the October 2022 meeting and agreed with the need to update code to eliminate confusion about the policy for issuing long-term parking permits.

The proposed change to this code provision will allow existing permit holders to retain their no-charge permits as long as they live at their current address. In addition, permit holders will not be allowed to apply for additional permits and will not be able to transfer existing permits to other individuals. Upon approval by Council, the change to this ordinance would go into effect immediately.

Advantage(s)

1. Eliminates inconsistency in City code providing free access to parking for a limited number of downtown residents.
1. Encourages use of alternative transportation methods for downtown residents.
2. Frees up on-street parking for retail businesses and employees who work downtown.

Disadvantage(s)

None

Budget Impact

The change in this code provision should generate additional parking revenue through the sale of on-street parking permits.

Prior Council Review

None

Action Requested

On Monday, January 23, 2023, subject to second reading and a public hearing, adopt the ordinance.

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

ATTACHMENTS:

- ▣ Parking Ordinance
- ▣ Presentation

1/9/2023
1/23/2023

ORDINANCE NO. _____

AN ORDINANCE relating to the issuance of on street parking permits for residents living in Zones 1, 1A, 2 or 3; providing for savings, severability and an effective date.

WHEREAS, The Vancouver Municipal Code includes a provision that allows for residents of select downtown parking zones without access to a garage or driveway to receive long-term parking permit at no charge to park downtown; and

WHEREAS, The City has issued 44 permits for 14 properties under this provision. These properties are primarily older buildings without any onsite parking for either retail tenants or residents; and

WHEREAS, In recent years, downtown Vancouver has experienced a surge in the construction of new multifamily residential buildings that include parking typically at a rate of 1 space per residential unit; and

WHEREAS, This dynamic has created more demand for on-street parking downtown resulting in some new residents interpreting this code provision to mean that the City must provide free on-street parking permits to any resident who does not have sufficient parking within their own development; and

WHEREAS, In addition to changes in demand for parking due to new residential construction, the City's priorities have changed significantly since this provision was enacted; and

WHEREAS, In December 2022, City Council adopted a Climate Action Framework that includes strategies to shift driving trips to clean, active modes of transportation and implementation parking demand management across Vancouver; and

WHEREAS, The City is planning an update to the Downtown Parking Plan in 2023 that will emphasize more intentional management of existing supply and use of market pricing of on-street and off-street parking to encourage more efficient use of parking and transition to alternative modes of transportation.

NOW, THEREFORE,

BE IT ORDAINED BY THE CITY OF VANCOUVER:

Section 1. That part of section 1 of Ordinance M-4088, codified as 19.08.030, is hereby amended to read as follows:

19.08.030 Exemption from permit fee.

Anyone who establisheds that ~~they~~ ~~he or she~~ resideds in Zones 1, 1A, 2 or 3 and hads no garage or driveway ~~and wereshall be~~ issued a long term permit for no charge for each vehicle registered in ~~their~~ ~~his or her~~ name prior to December 1, 2022, and then can continue to park such vehicle while such current permit is properly displayed at any legal public parking space in Zone 3 which is marked for parking by permit only. Long term permits that have been issued under this section are non-transferrable, and no new long term permits will be issued after the effective date of this ordinance.

Section 2. Savings. Those ordinances or parts of ordinances which are amended or repealed by this ordinance shall remain in full force and effect until the effective date of this ordinance.

Section 3. Severability. If any clause, sentence, paragraph, section, or part of this ordinance or the application thereof to any person or circumstance shall be adjudged by any court of competent jurisdiction to be invalid, such order or judgment shall be confined in its operation to the controversy in which it was rendered and shall not effect or invalidate the remainder of any parts thereof to any person or circumstances and to this end the provisions of each clause, sentence, paragraph, section or part of this law are hereby declared to be severable.

Section 4. Effective date. This ordinance shall become effective immediately following the date of final adoption.

DATE OF FINAL PASSAGE by the Vancouver City Council: _____

SIGNED this _____ day of _____, 2023.

Attest:

Anne McEnerny-Ogle, Mayor

Approved as to form:

Natasha Ramras, City Clerk

Jonathan Young, City Attorney

SUMMARY

ORDINANCE NO. _____

AN ORDINANCE relating to the issuance of on street parking permits for residents living in Zones 1, 1A, 2 or 3; providing for savings, severability and an effective date.

The full text of this ordinance will be mailed upon request. Contact Raelyn McJilton, Records Officer at 487-8711, or via www.cityofvancouver.us (Go to City Government and Public Records).

Amend VMC 19.08.030 relating to long term parking permits

January 9, 2023
City Council Public Hearing

Patrick Quinton
Director
Economic Prosperity and Housing



Agenda

- Purpose
- Background
- Current Issues
- Requested Action
- Questions



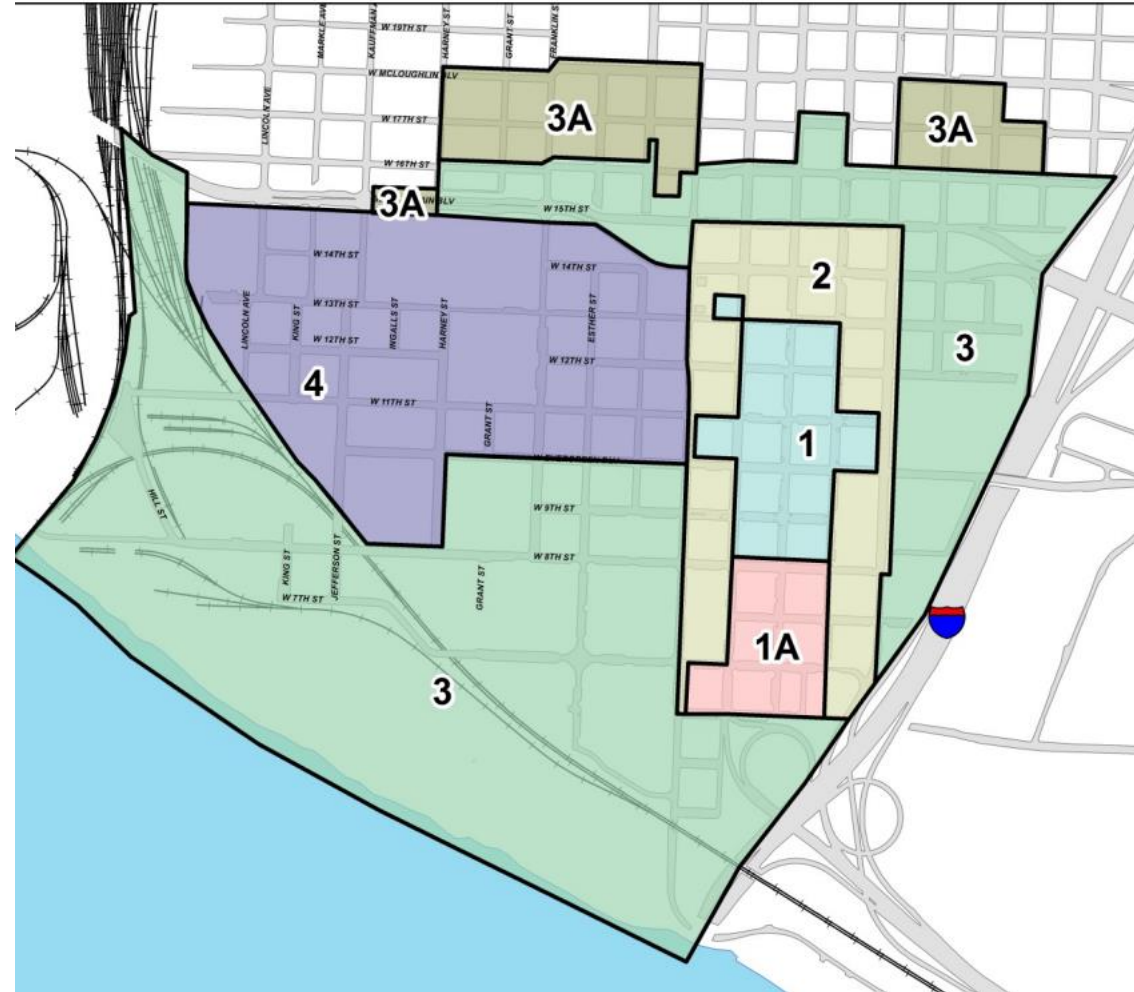
Purpose

To review, discuss, and act on proposed changes to VMC 19.08.030 to discontinue no charge parking permits

VMC 19.08.030

“Anyone who establishes that he or she resides in Zones 1, 1A, 2 or 3 and has no garage or driveway shall be issued a long- term permit for no charge for each vehicle registered in his or her name and then can park such vehicle while such permit is properly displayed at any legal parking space in Zone 3 which is marked for parking by permit only.”

Downtown Parking Zones



VMC 19.08.030 Long Term Parking Permits — 5

On Street Permit Parking Locations

VMC 19.08.030 Long Term Parking Permits — 6



Background

- VMC 19.08.030 intended to provide a free on-street parking permit to residents of downtown who live in a building without any onsite parking.
- Applicants submit proof of residency, ID, and vehicle registration
- Permits are renewed twice a year
- Eligible buildings are typically older buildings constructed without space for onsite parking
- 44 permits have been issued at 14 different addresses.

Examples

- 801 Washington Street
- Beverly Court – 511 Evergreen
- 1001 W. 13th Street



VMC 19.08.030 Long Term Parking Permits — 8

Current Issues

Residents of buildings with parking requesting permits

New buildings with less parking will generate more requests for permits



Lack of Alignment with City Priorities



Free on-street parking permits are inconsistent with:

- Newly-adopted Climate Action Framework
- Best practices in parking demand management
- Equity lens in determining who should receive free parking

Parking Advisory Committee concurs with need to change existing code

Recommended Code Change

Modify existing code to:

- Discontinue offering long term on-street parking permits at no charge
- Allow existing permit holders to retain permits without any right of transfer or assignment

Amended Language

Anyone who establisheds that they ~~he or she~~ resideds in Zones 1, 1A, 2 or 3 and hads no garage or driveway and wereshall be issued a long term permit for no charge for each vehicle registered in their ~~his or her~~ name prior to December 1, 2022, and then can continue to park such vehicle while such current permit is properly displayed at any legal parking space in Zone 3 which is marked for parking by permit only. Long term permits that have been issued under this section are non-transferrable, and no new long term permits will be issued after the effective date of this ordinance.

Requested Action

Adopt ordinance amending Section VMC 19.08.030 to discontinue long-term street parking permits for residential buildings without off-street parking.

Questions





Staff Report: 007-23

TO: Mayor and City Council

FROM: Eric Holmes, City Manager

DATE: 1/23/2023

SUBJECT Broadstone (BLK 19) MFTE Certificate

Key Points

- The Multifamily Tax Exemption Program (VMC 3.22) is designed as an incentive for developers to build new private multi-family development in targeted areas of the City.
- The applicant is requesting an 8-year exemption for a 180-unit apartment building where 36 units (20% of the total units) will be restricted to households at or below 100% of the area Median Family Income.
- Over the 20-year period following construction, the project (with the exemption) will generate nearly \$17.65 million in taxes benefiting all taxing districts (ports, schools, county, city, etc.). A total of \$3.27 million in taxes benefits the City of Vancouver. Total estimated foregone tax revenue for all districts would be \$2.7 million, with the portion specific to the City of Vancouver at \$909,000. Construction sales taxes and utility taxes will still be collected during the exemption.
- When the tax exemption period ends, the project will return to the property tax rolls as if it were new construction.
- This project was considered by Council on January 9, 2023. At that time, the Council rejected the request, in part, due to a lack of specificity and assurance regarding the mix of income restricted unit types in the approval documents and agreements. This has been addressed in the updated materials accompanying this agenda item.

Strategic Plan Alignment

Goal 8, Objective 8.1: Make downtown Vancouver a vibrant destination for the community and the region

Goal 8, Objective 8.2: Strengthen neighborhood business districts

Present Situation

The project is located at 1110 W. Columbia Way, block 19 on the Vancouver waterfront. The applicant is requesting a Multi-Family Housing Limited Property Tax Exemption for a seven-story,

180-unit apartment building with 183 associated surface parking spaces. The proposed development will include studio, 1-bedroom, and two-bedroom units. The total estimated development cost is \$74 million.

The applicant is requesting an 8-year exemption where 36 units (20% of the total units) will be reserved for households earning 100% of area median family income or less. The HUD 100% area family median income in the Portland/Vancouver MSA for a 2-person household is \$85,200. Limiting that income amount to 30% for housing costs, the estimated maximum monthly affordable rent would be \$1,864 for a studio, \$1,966 for a 1-bedroom unit, and 2,396 for a 2-bedroom unit.

Over 20 years (with the exemption) the project is estimated to generate \$17.65 million in taxes benefitting all taxing districts (ports, county, city, etc.) including \$3.27 million specifically generated for the City of Vancouver. Potentially foregone revenue during the exemption is estimated at \$2.7 million for all taxing districts and \$909,000 specifically for Vancouver. The development will still generate construction sales tax revenue and utility tax revenue during the exemption period.

Although the project does not fall under the City Council interim climate action policy as there is no negotiated development agreement with this project, the applicant noted that the project is seeking a Green Globes building certification. EV infrastructure availability will be installed on 20% of the stalls (36 stalls), with charging stations installed on an additional 18 stalls in the lot. The apartment units will be all electric. Natural gas will be used for overall building water heating and small communal fire pits. The building air handling units will have high quality air filters. The project roof, paving, and walls will have solar reflective coatings to meet Green Globes standards. Lighting controls will have occupancy shut off sensors to aid in reduction energy use.

Based on direction from Council at their January 9 meeting, the approval documents have been updated to incorporate the requirement to designate the income-based unit types with the same percentage as the overall project unit type distribution of the whole building.

The property must have the following mix of income-based units at all times during the exemption period:

- 9 studio units (20% of studio units)
- 22 1-bedroom units (20% of 1-bedroom units)
- 5 2-bedroom units (20% of 2-bedroom units)

In addition, the property owner will include information about the availability of designated income-based units in any advertising or marketing for the property.

Advantage(s)

1. Adds 180 new multi-family units in the Vancouver City Center Vision residential target area.
2. Adds 36 income restricted units for households earning 100% or less of the area median income for the next 8 years.

Disadvantage(s)

1. Foregone tax revenue for all districts is estimated at \$2.7 million.
2. Forgone tax revenue specific to the City of Vancouver is estimated at \$909,000.

Budget Impact

Although the residential structure portion of the property taxes will be exempt for 8 years, the City will still receive taxes from the land value and other additional revenues from the development including sales tax, permit fees, and system development charges. There will be a small incremental increase in demand for public services during the 8-year exemption period without associated tax revenues. Following the 8-year exemption period, the properties will return to the tax base as new construction and the City and other taxing districts will begin receiving the residential portion of the property taxes.

Prior Council Review

Council briefing Memo dated December 19, 2022.

Action Requested

On January 23, 2023, following a public hearing, adopt a resolution authorizing the City Manager or designee to execute a multi-family housing limited property tax exemption certificate and take any and all action necessary to enforce the terms thereof.

Bryan Monroe, Associate Planner, 360-487-7958

ATTACHMENTS:

- ▢ Broadstone Apts MFTE (Blk 19) Resolution-Revised
- ▢ Broadstone Apts MFTE (Blk 19) Agreement-Revised
- ▢ Broadstone Apts MFTE (Blk 19) Presentation-Revised
- ▢ Broadstone Apts MFTE (Blk 19) Council Memo

[Meeting Date]

RESOLUTION NO. M- [Resolution Number]

A RESOLUTION of the City Council of the City of Vancouver approving a Multi-Family Housing Limited Property Tax Exemption with Vancouver Waterfront Block 19 Owner LLC (“Applicant”) and any successors in interest or assigns, and the CITY OF VANCOUVER, a Washington municipal corporation (“City”) for an 8-year Multi-Family Housing Limited Property Tax Exemption for the property located at 1110 W. Columbia Way, Vancouver, WA, 98660 (Tax Lot 986052349) as specifically described in Exhibit A.

WHEREAS, the City of Vancouver desires to stimulate new construction of multi-family housing in specifically designated urban areas in order to reduce development pressure on single-family residential neighborhoods, to increase and improve housing opportunities, and encourage development densities supportive of tenant use, and

WHEREAS, the City has, pursuant to authority granted to it under Chapter 84.14 of the Revised Code of Washington (RCW), designated various Residential Target Areas for the provision of limited property tax exemptions for new multi-family residential housing; and

WHEREAS, the City is interested in promoting new housing units in the designated Vancouver City Center Vision residential target area in the City of Vancouver; and

RESOLUTION - 1

WHEREAS, the City has, as set forth at Chapter 3.22 of the Vancouver Municipal Code (VMC), enacted a program whereby property owners may qualify for a Final Certificate of Tax Exemption which certifies to the Clark County Assessor and Treasurer that the Applicant is eligible to receive a limited property tax exemption; and

WHEREAS, VANCOUVER WATERFRONT BLOCK 19 OWNER LLC (Applicant) is interested in receiving an 8-year limited property tax exemption for constructing 180 new multi-family residential housing units with 36 (or 20%) of the total units restricted to households earning at or less than 100% area median family income within the Vancouver City Center Vision residential target area identified in Chapter 3.22 VMC; and,

WHEREAS, the Applicant has submitted to the City a complete application for the City's limited tax exemption program outlining the proposed development of new multi-family residential housing to be constructed at 1110 W Columbia Way, Vancouver, WA. 98660 (Tax Lot 986052349) and

WHEREAS, the City has determined that the improvements to the Property will, if completed as proposed, satisfy the requirements for a Final Certificate of Tax Exemption.

RESOLUTION - 2

NOW, THEREFORE,

BE IT RESOLVED BY THE CITY OF VANCOUVER:

Section 1. The Agreement, attached hereto as Exhibit B, between the Applicant and the City of Vancouver, a Washington municipal corporation, is approved.

Section 2. The City Manager or the Manager's designee is authorized to execute the MFTE conditional certificate on behalf of the City and take any and all action necessary to enforce the terms thereof.

ADOPTED at a regular session of the Vancouver City Council this 23rd day of January 2023.

Anne McEnerny-Ogle, Mayor

Attest:

Approved as to form:

Natasha Ramras, City Clerk

Jonathan Young, Acting City Attorney

RESOLUTION - 3

Resolution
Exhibit A
Legal Description

Block 19 of the Vancouver Waterfront PH2 plat recorded in Book 4 Page 214 of plats, records of Clark County, Washington located in Se 1/4, of Section 28, Township 2N, Range 1E of the Willamette Meridian.

RESOLUTION - 4

Resolution
Exhibit B
Agreement

MULTI-FAMILY HOUSING LIMITED PROPERTY TAX EXEMPTION
AGREEMENT

THIS AGREEMENT is entered into this 23 day of January 2023, by and between VANCOUVER WATERFRONT BLOCK 19 OWNER LLC (“Applicant”), and the CITY OF VANCOUVER, a Washington municipal corporation (“City”)

WITNESSETH:

WHEREAS, the City desires to stimulate new construction of multi-family housing in specifically designated urban areas in order to reduce development pressure on single-family residential neighborhoods, to increase and improve housing opportunities, and encourage development densities supportive of tenant use, and

WHEREAS, the City has, pursuant to authority granted to it under Chapter 84.14 of the Revised Code of Washington (RCW), designated various Residential Target Areas for the provision of limited property tax exemptions for new multi-family residential housing; and

WHEREAS, the City adopted the Vancouver City Center Vision residential target area in the City of Vancouver to promoting new housing units; and

WHEREAS, the Applicant has submitted to the City a complete application for the City’s Multi-Family Housing Limited Property Tax Exemption program outlining the proposed development of new multi-family residential housing to be constructed at 1110 W Columbia Way, Vancouver, WA. 98660 (Tax Lot 986052349) (“Property”) within the Vancouver City Center Vision residential target area identified in Chapter 3.22 VMC; and

WHEREAS, the Applicant is interested in receiving an 8-year limited property tax exemption for constructing 180 new multi-family residential housing units with a minimum of 36 (or 20%) of the total units reserved for households earning at or less than 100% area median family income; and,

WHEREAS, income-based units may float throughout the property, however income-based units must be comparable in terms of size, features, and number of bedrooms to the remaining units in the project. The property must have the following mix of income-based units at all times during the exemption period:

- 9 studio units (20% of studio units)
- 22 1-bedroom units (20% of 1-bedroom units)
- 5 2-bedroom units (20% of 2-bedroom units)

RESOLUTION - 5

WHEREAS, the property owner will include information about the availability of designated income-based units in any advertising or marketing for the property.

WHEREAS, the City has determined that the improvements to the Property will, if completed as proposed, satisfy the requirements for a Final Certificate of Tax Exemption.

NOW THEREFORE, the City and Applicant mutually agree as follows:

1. The City agrees to issue the Applicant a Conditional Certificate of Tax Exemption.
2. The Applicant agrees to construct on the Property multi-family residential housing as described in the most recent site plans, floor plans, and elevations on file with the City as of the date of City Council approval of this Agreement. In no event shall such construction provide fewer than 180 new permanent multi-family residential units.
3. The Applicant commits to renting at least twenty percent of the multi-family housing units (36 units) as income restricted housing units to households whose income is at or below 100% of the median family income adjusted for family size as reported by the United States Department of Housing and Urban Development. The applicant agrees that the Property must satisfy that commitment and any additional affordability and income eligibility conditions contained in Chapter 3.22 VMC for the duration of the tax exemption.
4. Applicant agrees to designate the income-based unit types with the same percentage as the overall project unit type distribution of the whole building. The property must have the following mix of income-based units at all times during the exemption period:
 - 9 studio units (20% of studio units)
 - 22 1-bedroom units (20% of 1-bedroom units)
 - 5 2-bedroom units (20% of 2-bedroom units)
5. Applicant the property owner will include information about the availability of designated income-based units in any advertising or marketing for the property.
6. The Applicant agrees to complete construction of the agreed upon improvements within three years from the of City Council approval of this Agreement, or within any extension thereof granted by the City.
7. The Applicant agrees, upon completion of the improvements and upon issuance by the City of a temporary or permanent certificate of occupancy, to file with

RESOLUTION - 6

the City's Director of Economic Prosperity and Housing ("Director") the following:

- (a) A statement of expenditures made with respect to each multi-family housing unit and the total expenditures made with respect to the entire property;
 - (b) A description of the completed work and a statement of qualifications for the exemption;
 - (c) A statement that the project meets the income restriction housing requirements as described in RCW 84.14.020 including a statement committing to renting or selling at least twenty percent of the total multifamily housing units as income restricted housing units to "low" and "moderate"-income households defined in RCW 84.14.010; and
 - (d) A statement that the work was completed within the required three-year period or any authorized extension.
8. The City agrees, conditioned on the Applicant's successful completion of the improvements in accordance with the terms of this Agreement and on the Applicant's filing of the materials described in Paragraph 7 above, to file a Final Certificate of Tax Exemption with the Clark County Treasurer and Assessor within ten (10) days.
9. The Applicant agrees, within 30 days following the first anniversary of the City's filing of the Final Certificate of Tax Exemption, and each year thereafter for the duration of the exemption, to file a notarized declaration with the Director indicating the following:
- (a) A statement identifying the total number of occupied and vacant multi-family units receiving a property tax exemption;
 - (b) A certification that the property continues to be in compliance with this Agreement, Chapter 3.22 VMC, and Chapter 84.14 RCW;
 - (c) A description of any improvements or changes to the property constructed after the issuance of the certificate of tax exemption;
 - (d) The total monthly rent for each unit;
 - (e) Documentation of the income of each renter household at the time of initial occupancy; and
 - (f) Documentation showing that twenty percent of the units were rented as income-based housing units to low and moderate-income households as defined at RCW 84.14.010 and VMC 3.22.
10. The applicant agrees to maintain the Property including all improvements in compliance with all applicable City codes and requirements.
11. The Applicant agrees to maintain records supporting all information provided to the City and to make those records and the multi-family units available for inspection by the City. Failure to submit the annual declaration identified in

RESOLUTION - 7

Paragraph 9 or to maintain adequate records may result in the tax exemption being canceled.

12. If the Applicant converts to another use any of the new multi-family residential housing units constructed under this Agreement, the Applicant shall notify the Clark County Assessor and Treasurer and the Director within 60 days of such change in use.
13. The Applicant agrees to notify the Director promptly of any transfer of the Applicant's ownership interest in the site or in the improvements made to the site under this Agreement.
14. The City reserves the right to cancel the Final Certificate of Tax Exemption should the Applicant, its successors, and assigns, fail to comply with any of the terms and conditions of this Agreement. Cancellation of the Final Certificate of Tax Exemption may subject the Applicant to potential tax liability as further described in RCW 84.14; The Applicant shall have the right to appeal such cancellation pursuant to VMC 3.22.040(N).
15. No modifications of this Agreement shall be made unless mutually agreed upon by the parties in writing.
16. In the event that any term or clause of this Agreement conflicts with applicable law, such conflict shall not affect other terms of this Agreement which can be given effect without the conflicting term or clause, and to this end, the terms of this Agreement are declared to be severable.
17. Applicant acknowledges the project tax liability consequences when the tax exemption period ceases or the project becomes ineligible.
18. Applicant agrees that this Agreement is subject to the Vancouver Multi-Family Housing Tax Exemption set forth at Vancouver Municipal Code, Chapter 3.22.

City of Vancouver

Vancouver Waterfront Block 19 Owner LLC

Eric Holmes, City Manager

Name / Title

Attest:

Approved as to form:

Natasha Ramras, City Clerk

Jonathan Young, City Attorney

RESOLUTION - 8

Exhibit A
Legal Description

Tax Lot 986052349

Block 19 of the Vancouver Waterfront PH2 plat recorded in Book 4 Page 214 of plats, records of Clark County, Washington located in Se 1/4, of Section 28, Township 2N, Range 1E of the Willamette Meridian.

RESOLUTION - 9

MULTI-FAMILY HOUSING LIMITED PROPERTY TAX EXEMPTION AGREEMENT

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WITNESSETH:

WHEREAS, the City desires to stimulate new construction of multi-family housing in specifically designated urban areas in order to reduce development pressure on single-family residential neighborhoods, to increase and improve housing opportunities, and encourage development densities supportive of tenant use, and

WHEREAS, the City has, pursuant to authority granted to it under Chapter 84.14 of the Revised Code of Washington (RCW), designated various Residential Target Areas for the provision of limited property tax exemptions for new multi-family residential housing; and

WHEREAS, the City adopted the Vancouver City Center Vision residential target area in the City of Vancouver to promoting new housing units; and

WHEREAS, the Applicant has submitted to the City a complete application for the City’s Multi-Family Housing Limited Property Tax Exemption program outlining the proposed development of new multi-family residential housing to be constructed at 1110 W Columbia Way, Vancouver, WA. 98660 (Tax Lot 986052349) (“Property”) within the Vancouver City Center Vision residential target area identified in Chapter 3.22 VMC; and

WHEREAS, the Applicant is interested in receiving an 8-year limited property tax exemption for constructing 180 new multi-family residential housing units with a minimum of 36 (or 20%) of the total units reserved for households earning at or less than 100% area median family income; and,

WHEREAS, income-based units may float throughout the property, however income-based units must be comparable in terms of size, features, and number of bedrooms to the remaining units in the project. The property must have the following mix of income-based units at all times during the exemption period:

- 9 studio units (20% of studio units)
- 22 1-bedroom units (20% of 1-bedroom units)
- 5 2-bedroom units (20% of 2-bedroom units)

WHEREAS, the property owner will include information about the availability of designated income-based units in any advertising or marketing for the property.

WHEREAS, the City has determined that the improvements to the Property will, if completed as proposed, satisfy the requirements for a Final Certificate of Tax Exemption.

NOW THEREFORE, the City and Applicant mutually agree as follows:

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4. Applicant agrees to designate the income-based unit types with the same percentage as the overall project unit type distribution of the whole building. The property must have the following mix of income-based units at all times during the exemption period:
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7. The Applicant agrees, upon completion of the improvements and upon issuance by the City of a temporary or permanent certificate of occupancy, to file with the City's Director of Economic Prosperity and Housing ("Director") the following:
 - (a) A statement of expenditures made with respect to each multi-

- family housing unit and the total expenditures made with respect to the entire property;
 - (b) A description of the completed work and a statement of qualifications for the exemption;
 - (c) A statement that the project meets the income restriction housing requirements as described in RCW 84.14.020 including a statement committing to renting or selling at least twenty percent of the total multifamily housing units as income restricted housing units to “low” and “moderate”-income households defined in RCW 84.14.010; and
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 - (b) A certification that the property continues to be in compliance with this Agreement, Chapter 3.22 VMC, and Chapter 84.14 RCW;
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10. The applicant agrees to maintain the Property including all improvements in compliance with all applicable City codes and requirements.
11. The Applicant agrees to maintain records supporting all information provided to the City and to make those records and the multi-family units available for inspection by the City. Failure to submit the annual declaration identified in Paragraph 9 or to maintain adequate records may result in the tax exemption being canceled.

12. If the Applicant converts to another use any of the new multi-family residential housing units constructed under this Agreement, the Applicant shall notify the Clark County Assessor and Treasurer and the Director within 60 days of such change in use.
13. The Applicant agrees to notify the Director promptly of any transfer of the Applicant's ownership interest in the site or in the improvements made to the site under this Agreement.
14. The City reserves the right to cancel the Final Certificate of Tax Exemption should the Applicant, its successors, and assigns, fail to comply with any of the terms and conditions of this Agreement. Cancellation of the Final Certificate of Tax Exemption may subject the Applicant to potential tax liability as further described in RCW 84.14; The Applicant shall have the right to appeal such cancellation pursuant to VMC 3.22.040(N).
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16. In the event that any term or clause of this Agreement conflicts with applicable law, such conflict shall not affect other terms of this Agreement which can be given effect without the conflicting term or clause, and to this end, the terms of this Agreement are declared to be severable.
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City of Vancouver

Vancouver Waterfront Block 19 Owner LLC

Eric Holmes, City Manager

Individual Name / Title

Attest:

Approved as to form:

Natasha Ramras, City Clerk

Jonathan Young, City Attorney

Exhibit A
Legal Description

Tax Lot 986052349

Block 19 of the Vancouver Waterfront PH2 plat recorded in Book 4 Page 214 of plats, records of Clark County, Washington located in Se 1/4, of Section 28, Township 2N, Range 1E of the Willamette Meridian.

Broadstone 19 MFTE Certificate

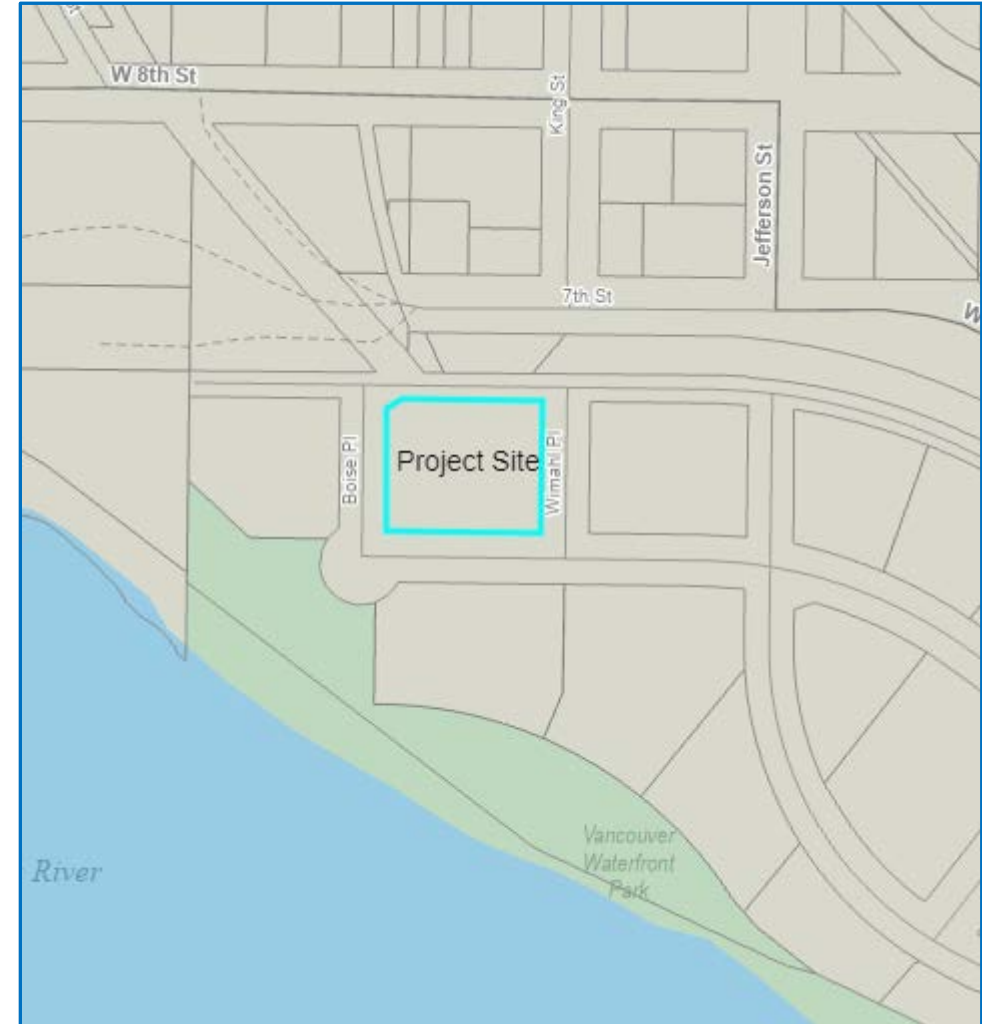
January 23, 2023
City Council Public Hearing

Bryan Monroe
Associate Planner
Economic Prosperity and Housing



Presentation Overview

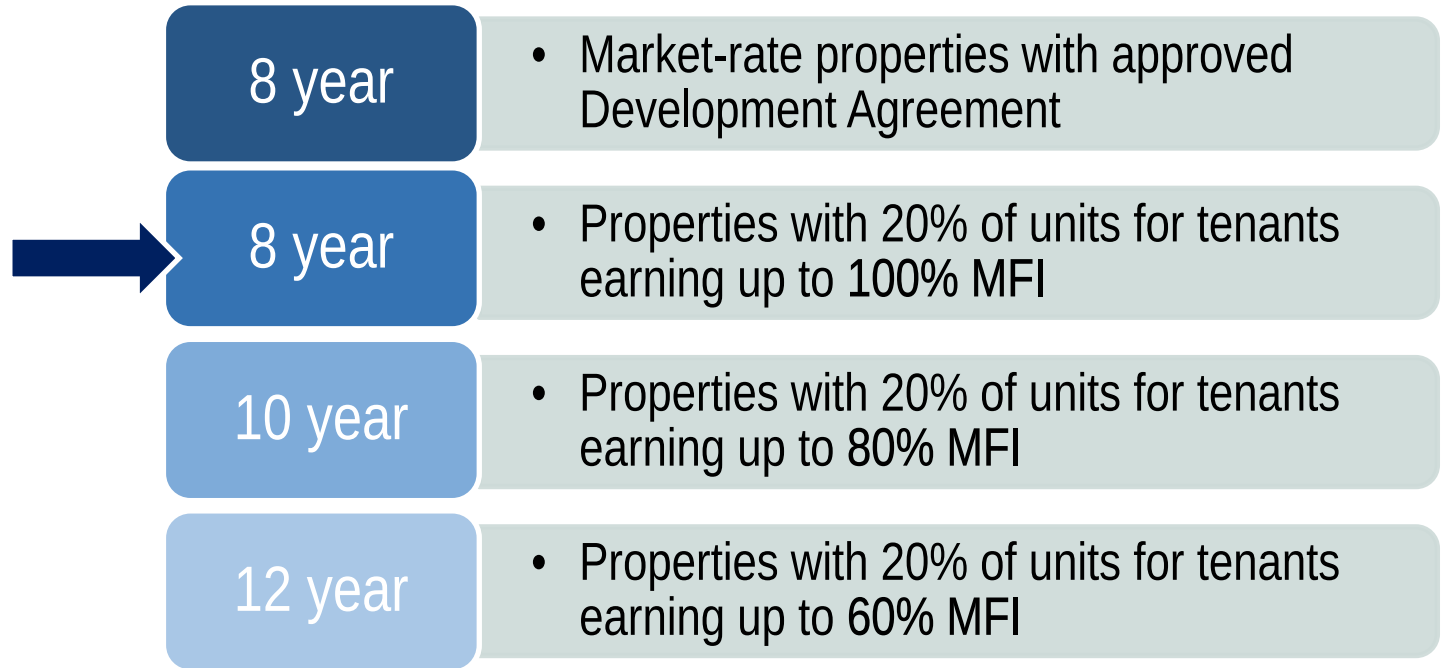
- Exemption Options
- Project Details
- Tax Summary
- Additional Information
- Requested Action



Current Exemption Options

Income-Based requires:

- 20% of units restricted to certain MFI
- Annual monitoring
- No Development Agreement
- No public benefit required



Project Details

- 7 stories
- 180 total units
- 36 income-based units
- Studio, 1-bed, 2-bed
- 183 parking spaces



Tax Summary

	All taxing districts	City of Vancouver
Net Present Value of future tax revenue* (20 year)	\$17,652,000	\$3,272,000
Net present value “foregone” tax revenue (during exemption period)	\$2,765,000	\$909,000
Net Present Value Benefit	\$14,887,000	\$2,363,000

Estimated discounted present value of construction sales tax, retail sales tax, utility tax and property tax over 20 years: 2025-2043.

Unit Detail

180 total units
36 income-based units
Unit sizes 477-1,439 SF

HUD 100% MFI for a 2-person household is \$85,200

Market Rate Units			
Type	Av. Size	Units	Rent
Studio	477	36	\$1,885
1 Bedroom /1 bath	728	88	\$2,184
2 Bedroom / 2 bath	1,139	20	\$3,188

Income-Based Units			
Type	Av. Size	Units	Rent
Studio	477	9	\$1,864
1 Bedroom /1 bath	728	22	\$1,966
2 Bedroom / 2 bath	1,139	5	\$2,248

Additional Information

- Agreement modified to specify unit mix, as stated in MFTE program manual:
“Income-based units must be comparable in terms of size, features, and number of bedrooms to the remaining units in the project.”

Unit Mix

Unit Type	Income-based Units	Total Units	% Income-based
Studio	9	45	20%
1 Bedroom	22	110	20%
2 Bedroom	5	25	20%
Total	36	180	20%

Additional Information

- **List of all income-based project leasing contacts are posted on the City MFTE webpage**

Advertising

Agreement modified to include advertising requirements from MFTE program guidelines:

“owner must include information about availability of designated income-based units in any advertising or marketing for the property.”

Additional Information

Unit Type Mix Comparison

Unit Type	Waterfront MFTE Projects		All MFTE Projects	
Studio	338	21%	791	19%
1-Bed	869	54%	2178	51%
2-Bed	389	24%	1068	25%
3-Bed +	12	1%	193	5%

Requested Action

Adopt a resolution authorizing the City Manager or designee to execute a multi-family housing limited property tax exemption certificate and take any and all action necessary to enforce the terms thereof.

Next Steps / Questions



Proposed Climate Action Measures

(not required for
income-based projects)

- Green Globes Certification
- Electrical car charging installed for 5% of parking spots, with infrastructure installed to support up to 20% of parking.
- MERV 13 filters on terminal systems
- AHU Filters compliant with ASHRAE 62.1
- Roof, paving, and opaque walls at an SRI Value concurrent to 1 Green Globe
- Lighting controls with occupancy sensors throughout interior of building
- Photocell controls for lighting at roof
- Energy Star dishwasher in all units

DATE: December 19, 2022

TO: Eric Holmes, City Manager

FROM: Patrick Quinton, Economic Development Director

CC:

RE: **Multi-Family Housing Limited Property Tax Exemption - Broadstone Apartments**

Purpose

Brief City Council on the Broadstone Apartments (Waterfront Block 19) Multi-Family Housing Limited Property Tax Exemption project prior to the January 9, 2023, public hearing.

Program Background

In 1997, the City of Vancouver adopted a multifamily tax exemption (MFTE) program to stimulate new construction of multi-family housing in specifically designated areas to reduce development pressure on single-family residential neighborhoods, to increase and improve housing opportunities, encourage higher development densities, and support local business opportunities. In 2011, the City amended the MFTE ordinance adding an option to provide income restricted units. To date, the MFTE program has approved 38 projects totaling 3,482 new units and 325 income restricted units.

Current Proposal

The project site is within the Vancouver City Center Vision residential target area in the Vancouver waterfront. The project address is at 1110 W. Columbia Way, Vancouver, WA, 98660 (Tax Lot 986052349). The development is a seven-story apartment building containing 180 units with 183 structured parking spaces. The building design was reviewed and approved by the CCRA on January 20, 2022.

The applicant is requesting the 8-year income-restricted property tax exemption option where 20% of the total units will be restricted to households earning 100% median family income or less. Housing is considered affordable when a household spends less than 30% of their income on housing costs. The current maximum monthly rent affordable to households earning 100% of median income would be \$1,864 for a studio, \$1,966 for a 1-bedroom unit, and \$2,396 for a 2-bedroom unit.

The HUD income limit for a 2-person household earning 100% family median income in the Portland/Vancouver metropolitan statistical area is currently \$85,200.

The proposed building will have studio, 1-bedroom, and 2-bedroom units. Per the applicant, the unit types and rents will be:

Market Units			
Type	Size	Units	Rent
Studio	477	36	\$1,885
1 Bedroom /1 bath	728	88	\$2,184
2 Bedroom / 2 bath	1,139	20	\$3,188

Restricted Units			
Type	Size	Units	Rent
Studio	477	9	\$1,864
1 Bedroom /1 bath	728	22	\$1,966
2 Bedroom / 2 bath	1,139	5	\$2,248

Taxes Generated and Taxes Foregone

The estimated construction cost is \$74 million. Over 20 years (with the exemption), the project is estimated to generate \$17.65 million in taxes benefitting all taxing districts (ports, county, city, etc.) including \$3.27 million specifically generated for the City of Vancouver. Potentially foregone revenue during the exemption is estimated at \$2.7 million for all taxing districts and \$909,000 specifically for Vancouver. The development will still generate construction sales tax revenue and utility tax revenue during the exemption period.

Climate Action Alignment

Although the project does not fall under the City Council interim climate action policy as there is no negotiated development agreement with this project, the applicant noted that the project is seeking a Green Globes building certification. Electric vehicle charging stations will be installed on 10% of the parking stalls with 20% of the stalls having EV infrastructure availability. The apartment units will be all electric. Natural gas will be used for overall building water heating and small communal fire pits. The building air handling units will have high quality air filters. The project roof, paving, and walls will have solar reflective coatings to meet Green Globes standards. Lighting controls will have occupancy shut off sensors to aid in reduction energy use.

Next Steps

- On January 9, 2023, conduct a Public Hearing to consider a resolution for the proposed exemption.

Staff Contact

Patrick Quinton- Economic Development Director- Economic Prosperity and Housing Department

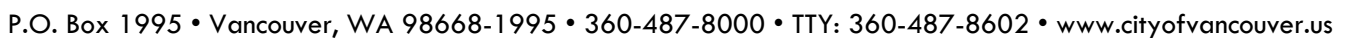
Samantha Whitley- Housing Programs Manager- Economic Prosperity and Housing Department

Bryan Monroe- Associate Planner- Economic Prosperity and Housing Department

Exhibits:

- Site Plan
- Project Renderings

Site Plan



Building Renderings



