

Community COVID-19 Testing Site

City Council Meeting | January 11, 2021



Julie Hannon, VPR Director
Dave Perlick, Recreation Manager
Ryan Lopossa, Transportation Manager
Melody Burton, VPR, Marketing Coordinator

Workshop purpose

- Brief Council and community on details of the COVID-19 community testing site located at Tower Mall site.
- No action or direction needed – information only.

The Basics - Community Testing Site

The Community Testing Site is a collaboration between four main agencies:

1. **City of Vancouver** – Site control and day to day operations
2. **Clark County Public Health** – Provides guidance on all medical issues, COVID questions, safety protocols and contact to positive COVID case clients
3. **Clark Regional Emergency Services Agency (CRESA)** – Assist with supplies and PPE needed for the site
4. **Health Commons** – Non-profit agencies with expertise in community health test sites and funder through State Department of Health

The Community Testing Site is also supported by Washington State Department of Health and Curative

Fast Facts - Community Testing Site

- Location: 5411 Mill Plain Blvd. (Tower Mall)
- Open to the public starting Jan. 12, Tuesday – Saturday, 9 a.m. – 3:30 p.m.
- Free testing is available to everyone, regardless of citizenship/immigration status or health insurance coverage
- Interpretation services available (English, Spanish and Russian + 21 other spoken languages and ASL)
- Pre-registration is encouraged, but not required
- Walk-up clients welcome
- Following best practices for site safety and PPE use
- PCR test uses self-administered mouth swab

Traffic Management - Community Testing Site



Traffic Management - Community Testing Site



Day to Day Operations - Community Testing Site

- Approximately 20 City staff members needed to operate site on daily basis
- Job duties range between flaggers, greeters, registration personnel, test observers, safety supervisor, leads, floaters and site manager
- On-site former bank building used for most storage needs
- Very minimal contact between clients and city staff
- City staff do not have access to test results
- People who test positive may be contacted by Clark County Public Health
- Security will be on-site during non-operating hours

Supplies - Community Testing Site



Testing Supplies - Community Test Site



Advance Communications - Community Testing Site

- Outreach to surrounding neighborhoods and businesses on-site
- Outreach to community partners, especially those serving populations that have been hardest hit by impacts of COVID-19
- Clark County Public Health virtual press conference & associated press release (Jan. 11)
- Testing site preview for media and community partners (Jan. 11, noon – 2 pm)
- Coordination of testing site website, FAQs, signage, client handouts and interpretation services

Ongoing Communications - Community Testing Site

- Website management – www.ClarkCountyCOVIDtesting.org (live Mon. 1/11)
- Continued collaboration with business owners, neighbors and community partners; providing resources as requested
- Printed publicity including posters and flyers in multiple languages for county-wide distribution
- Social media posts and emails to active mailing lists in Clark County and City of Vancouver
- Advertising to reach populations that have been hardest hit by impacts of COVID-19

Questions and Discussion



Julie Hannon, VPR Director
Dave Perlick, Recreation Manager
Ryan Lopossa, Transportation Manager
Melody Burton, VPR Marketing Coordinator

Fourth Plain Commons Update



January 11, 2021

City Council Workshop

Rebecca Kennedy, Long Range Planning Manager

Peggy Sheehan, CED Programs Manager

Presentation Overview & Purpose

Overview

- Update on Commons project, budget and timeline
- Update on Development Agreement with VHA
- Description of Section 108 Loan and HUD approval timeline

Purpose

- Review project timeline and Section 108 Loan Process
- Confirmation to proceed on Section 108 Loan Application to HUD

Prior Council Review

- August 3, 2020: Workshop overview of Commons Funding, including Section 108 Loan
- Nov. 16, 2020: Council adoption of 2021-22 Biennial Budget, which includes Section 108 Loan for Fourth Plain Commons

Commons Project Overview

- Partnership between City of Vancouver and Vancouver Housing Authority
- Project Components:
 - Residential: 106 Affordable Housing Units on Floors 2-6
 - Commons ground floor space:
 - Shared office space where upstream services can co-locate
 - Commercial kitchen incubator to support food-based entrepreneurship and events
 - Community gathering space
 - Outdoor plaza gathering space with infrastructure for the Vancouver Farmer's Market

Fourth Plain Commons



Fourth Plain Commons



Fourth Plain Commons



Community Engagement

- Ongoing partnership with community and partner organizations to implement Fourth Plain Forward Action Plan continues to reinforce need for colocated upstream services, community gathering space, and commercial kitchen
- March 2020: In person community open house
- Summer 2020: Focus groups and interviews with community-based organizations and other partners on shared office space and indoor community space
- Fall 2020: Online open house on indoor community room and outdoor community spaces
- Ongoing coordination with Fourth Plain Forward and Fourth Plain Coalition Community Advisory Committee

Commons Funding Overview

Project Component	AMOUNT	Owner
Residential	\$36,000,000	VHA
Commercial - Warm Shell	\$3,700,000	COV
Commercial - Plaza	\$600,000	COV
Commercial - Tenant Improvements/Equipment	\$1,100,000	COV
TOTAL DEVELOPMENT BUDGET	\$41,400,000	-

Funding Sources –Ground Floor Commons

- Overall Cost for Commons = \$5,400,000

Phase I - SOURCE	AMOUNT	TIMING
Washington State Department of Commerce	\$800,000	Awarded
City of Vancouver Section 108 Loan*	Up to \$3.5 M	Spring 2021

Phase II - SOURCE	AMOUNT	TIMING
COV Section 108 Loan*	Up to \$720,000	Spring 2021
WA State Dept of Commerce	\$1.2 M request	2021-22 Leg. Capital Grant
Other Grant Funding	TBD	TBD

* Section 108 Loan contingent on City Council and HUD approval

Section 108 Loan Program

- Provides CDBG jurisdictions with ability to leverage up to 5 times annual grant allocation
- Low-cost loan with flexible financing for economic development, housing, public facility, and infrastructure projects
- Applicants must show sufficient cash flow to repay the load without any need for CDBG contributions; payback period 20 years; CDBG funds can still be used for repayment
- HUD Required Application process:
 - Council acknowledgement/confirmation of intent to apply
 - Public Hearing required to approve moving forward with application
 - After 45-day HUD review, City Council must approve HUD agreement via Consent Agenda

Section 108 Loan Program

- Current Section 108 Loan:
 - 2010 loan for improvements to Grant and Esther Streets
 - City borrowed total of \$5,419,000
 - Loan scheduled to be repaid in 2029
- Forthcoming Section 108 Loan for Fourth Plain Commons:
 - City can borrow up to \$4,234,000 (as of December 2020) in Section 108 funds
 - Based on current loan, payments estimated at \$300,000/year
 - Current interest rate below 0.5%
 - City can utilize \$300,000 from annual CDBG allocation of \$1.2 Million for repayment, with minimal amount of impact to community applicants

Section 108 Loan Program

- Timeline
 - Council acknowledgment – Jan. 2021
 - HUD preliminary review of application – January 2021
 - Public information process – February 2021
 - Council approval of loan application – March 2021
 - HUD approval – May 2021
 - Council approval of loan – June 2021

Development Agreement with VHA

- Initial development agreement will:
 - Codify funding commitments by both parties for phase I of the project, including acknowledgement that the City will purchase the ground floor space and plaza from VHA once construction is complete
 - Outline long-term affordability restrictions on housing component and shared space, per funding requirements
 - Outline basic terms for future condominium agreement for ownership and maintenance of project, including the parking lot and other shared spaces/infrastructure; VHA and the City will be the parties to the condominium agreement

Next Steps

- Jan. 2021: HUD preliminary review of application
- Feb. 2021: Public information process
- March 2021: Council approval of Section 108 loan application
- May 2021: HUD approval of Section 108 loan
- June 2021: Council approval of Section 108 loan
- Spring 2021: Council review of Development Agreement with VHA
- Q3 2021: Construction on Commons begins
- 2022: Construction on Commons building complete and affordable housing open
- 2023: Tenant improvements complete and ground floor commercial space open

Council Direction Needed

Confirmation to proceed with next steps in the process as outlined on the last slide, including Section 108 Loan Application to HUD

Questions and Discussion

Rebecca Kennedy, Long Range Planning Manager
Rebecca.Kennedy@cityofvancouver.us

Peggy Sheehan, CED Programs Manager
Peggy.Sheehan@cityofvancouver.us



City Fact Sheet



January 4, 2021

Section 108 Loan Program Overview

Purpose of Program

The Section 108 Loan program, which is authorized by the federal Department of Housing and Urban Development (HUD), provides communities with a source of low-cost, long-term financing for economic and community development projects. Section 108 financing provides an avenue for communities to undertake larger, more costly projects, where they may have limited resources to invest in upfront. The program is authorized under Section 108 of the Housing and Community Development Act of 1974, as the loan guarantee component of the Community Development Block Grant (CDBG) Program. Section 108 loans can be used to fund economic development, housing, public facilities, infrastructure, and other physical development projects, including improvements to increase their resilience against natural disasters. This flexibility of uses makes it one of the most potent and important public investment tools that HUD offers to states and local governments.

The Section 108 loan program allows for jurisdictions to leverage up to five times its annual CDBG entitlement into federally guaranteed loans large enough to pursue physical and economic revitalization projects capable of redeveloping entire neighborhoods. Such public investment is often needed to inspire private economic activity, providing the initial resources or simply the confidence that private firms and individuals may need to invest in distressed areas.

How the Program Works

Local governments borrowing funds guaranteed by HUD through the Section 108 Program must demonstrate sufficient cash flow to repay to loan without any need for CDBG contributions. However, CDBG funds can be identified as the repayment option. The City will prepare an application detailing what the funds will be used for and the outcomes expected and how the loan will be paid back. The application will be available to the community for comments for 30 days. Upon Council approval the application is submitted to HUD for their approval which is expected to take six weeks.

www.cityofvancouver.us
(360) 487-8600 | WA Relay 711
415 W. 6th St. | PO Box 1995, Vancouver, WA 98668-1995

CITY OF
Vancouver
WASHINGTON

Vancouver's Previous Use of Section 108 Program

In 2010, the COV used the Section 108 Loan Program to provide \$5,419,000 that was leveraged with a Brownfields Economic Development Grant (BEDI) for the purpose of providing increased access to the waterfront in west downtown. The loan not only allowed for additional streets, but also provided for access for emergency vehicles to that part of the City by providing access through the existing railroad berm in two locations. In April 2015, the City paid down \$2,000,000 of the principle and renegotiated a 15-year loan for the remainder, which will mature in 2029. The loan was designed to be paid back via developer fees along the waterfront, which were secured via a long term development agreement approved by the City Council. The current balance is \$2,305,000.

For Additional Information

Community Development Programs Manager – **Peggy Sheehan** (360) 487-7952 or peggy.sheehan@cityofvancouver.us



Staff Report 007-21

TO: Mayor and City Council

FROM: Eric Holmes, City Manager

DATE: 1/11/2021

SUBJECT Construction acceptance of First Place Neighborhood Park and release of retainage bond.

Key Points

- Completes the contract with Advanced Excavating Specialties to make new improvements to First Place Park which was awarded April 22, 2019.
- Final construction costs for the project were \$519,168.99.

Strategic Plan Alignment

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

Present Situation

The original construction contract bid amount was \$452,669.19. Change orders and quantity adjustments during construction increased the contract amount by 13% to \$519,168.99. The largest changes were associated with correcting drainage within the play area and replacing two acres of turf that were originally not in the plan documents.

Improvements to the park included a new gazebo, new playground, inclusion of a new ADA-compliant pathway as well as new benches and picnic tables.

Advanced Excavating Specialties of Longview, Washington, has satisfactorily completed the subject improvements in accordance with the plans and specifications.

Advantage(s)

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

release retainage.

Disadvantage(s)

None

Budget Impact

This project was funded by a park impact fees.

Prior Council Review

The City Council approved the contract on April 22, 2019.

Action Requested

On January 11, 2021, accept the First Place Neighborhood Park project as constructed by Advanced Excavation Specialties of Longview Washington, and authorize release of the retainage bond, subject to receipt of all documentation required by law.

Julie Hannon, Parks and Recreation Director, 360-487-8309



Staff Report 008-21

TO: Mayor and City Council

FROM: Eric Holmes, City Manager

DATE: 1/11/2021

SUBJECT Construction Acceptance - Southside Interceptor Rehabilitation

Key Points

- The project installed 2,173 linear feet of 42-inch UV Cured-In-Place Liner.
- The project rehabilitated one of the two Interceptors that conveys wastewater to the Westside Reclamation Facility.
- Staff proposes awarding construction acceptance and release of the retainage bond.

Strategic Plan Alignment

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

Present Situation

Allied Trenchless of Chelan, Washington, has completed construction of the Southside Interceptor CIPP Rehabilitation project. The project installed a 42-inch UV Cured-In-Place Liner within 2,173 feet of an interceptor which conveys a large percentage of the total wastewater into the Westside Reclamation Facility.

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

TOTAL CONTRACT COSTS	
Labor, Equipment and Material	\$1,158,031.67
Sales Tax	\$97,274.66
Total	\$1,255,306.33
Retainage	\$57,901.58

The original contract amount, including sales tax, was \$1,083,037.41. The final project cost was

\$1,255,306.33, which was \$172,268.92 (over 13%) more than the original contracted amount; \$164,000 of the difference between original contract amount and final contract amount can be attributed to unforeseen circumstances during the execution of the project's large diameter bypass pumping system. The remaining additions are attributed to the typical variances in unit prices and/or quantities commonly encountered during construction.

The contract amount fell within the \$500,000 to \$1,500,000 range requiring a minimum 3% apprenticeship utilization. The contractor did not utilize any hours on this project and was therefore assessed a penalty of \$10 for each of the 68 unmet apprenticeship labor hours. This project had very low labor hours and high material costs. Had this contract been bid under the apprenticeship policy as recently modified, it would have qualified for an apprenticeship policy waiver.

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 are appropriated in the Sewer Construction Fund, in the 2019-2020 Budget.

Prior Council Review

- Approval of the 2019-2020 Capital Improvement Budget
- Award of contract at the September 23, 2019, Vancouver City Council Meeting

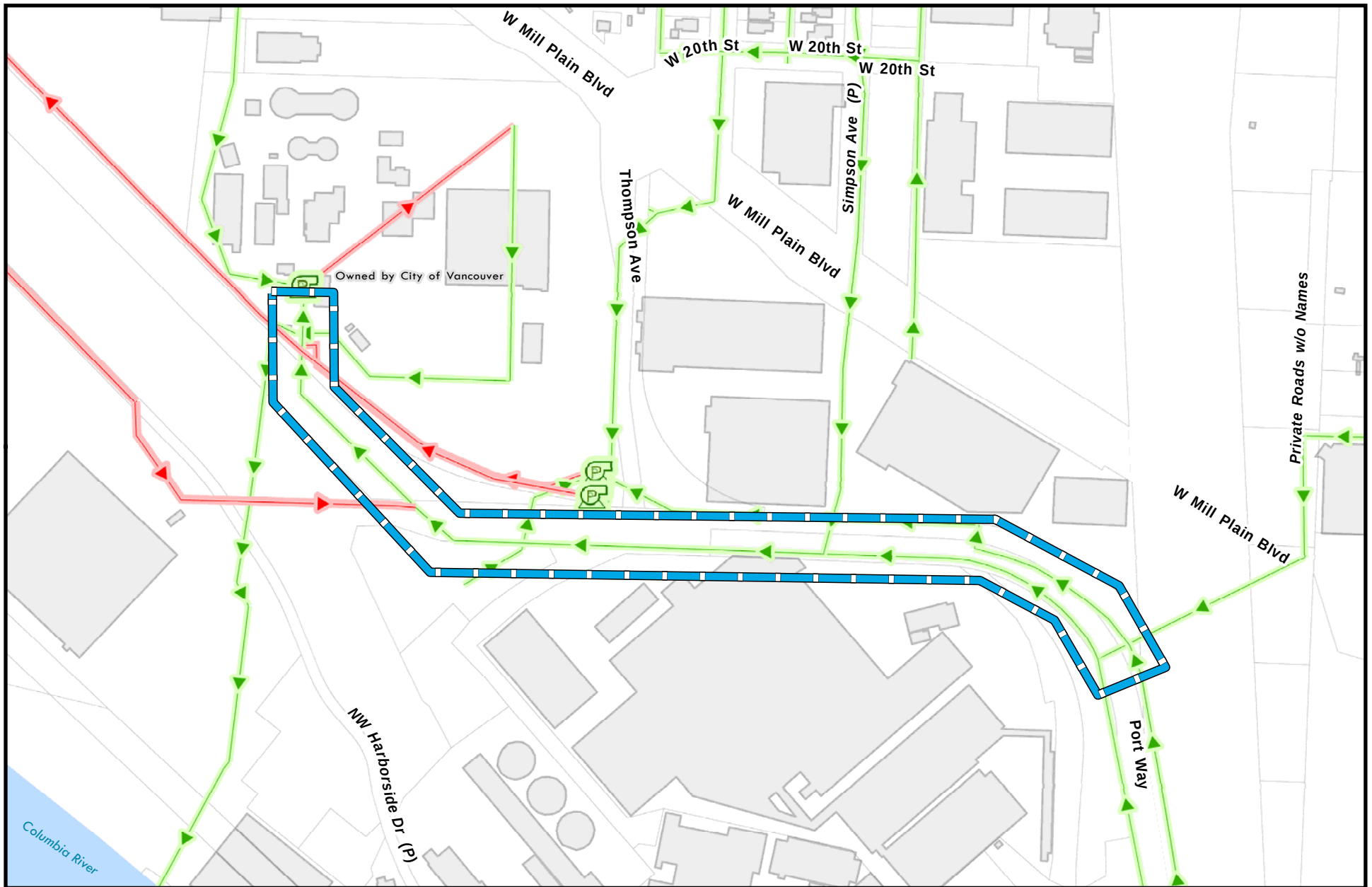
Action Requested

On January 11, 2021, accept the facilities as constructed by Allied Trenchless of Chelan, Washington, and authorize release of the retainage subject to receipt of all documentation required by law.

Sheryl Hale, Senior Engineering Supervisor, 360-487-7151

ATTACHMENTS:

- Project Boundary Map - Southside Interceptor Rehab Map



Sewer Utility Map





Staff Report 009-21

TO: Mayor and City Council

FROM: Eric Holmes, City Manager

DATE: 1/11/2021

SUBJECT Construction Acceptance - Central Vancouver North Phase 1 Sewer Improvements

Key Points

- The project installed over 2,725 linear feet of 8-inch gravity sewer main and 120 linear feet of 2-inch pressure main.
- Public sanitary sewer is now available to 26 parcels.
- Staff proposes awarding construction acceptance.

Strategic Plan Alignment

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

Present Situation

Advanced Excavating Specialists of Longview, Washington, has completed construction of the Central Vancouver North PH 1 Sewer Connection Incentive Program (SCIP) project. The project provided reliable sewer service to 26 parcels by installing over 2,725 linear feet of 8-inch gravity sewer main and 120 linear feet of 2-inch pressure main in the following roadways: NE 22nd Ave, NE 22nd Ct, NE 46th St, NE 54th St and NE Drexel Ave in the West Minnehaha neighborhoods.

A coordinated effort with Pavement Management on this project resulted in some road restoration beyond the limits of the utility trenches.

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

TOTAL CONTRACT COSTS	
Labor, Equipment and Material	\$614,528.14
Sales Tax	\$44,489.57

Total Retainage	\$659,017.71 Bond
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The original contract amount, including sales tax, was \$670,847.73. The final project cost was \$659,017.71, which was \$11,830.02 (approx. 2%) less than the original contracted amount. The difference between original contract amount and final contract amount can be attribute to typical variances in unit prices and/or quantities commonly encountered during construction.

The contract amount fell within the \$500,000 to \$1,500,000 range requiring a minimum 3% apprenticeship utilization. The contractor utilized enough apprenticeship hours (12%) to meet the requirement.

Advantage(s)

1. Provides reliable sanitary sewer service to residents.
2. Subsequent decommissioning of septic systems will protect the community's ground water supply.
3. Completes the City's contractual and statutory process for accepting the project.
4. Formal project acceptance allows for closure on third-party bond claims and facilitates release of the Contractor's retainage bond.

Disadvantage(s)

None.

Budget Impact

None. Funds for this project are appropriated in the Sewer Construction Fund, in the 2019-2020 Budget and the Pavement Management Construction Fund in the 2019-2020 budget.

Prior Council Review

- Approval of the 2019-2020 Capital Improvement Budget
- Award of contract at the July 1, 2019, Vancouver City Council Meeting

Action Requested

On January 11, 2021, accept the facilities as constructed by Advanced Excavating Specialists of Longview, Washington, and authorize release of the retainage bond subject to receipt of all documentation required by law.

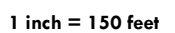
Sheryl Hale, Senior Engineering Supervisor, 360-487-7151

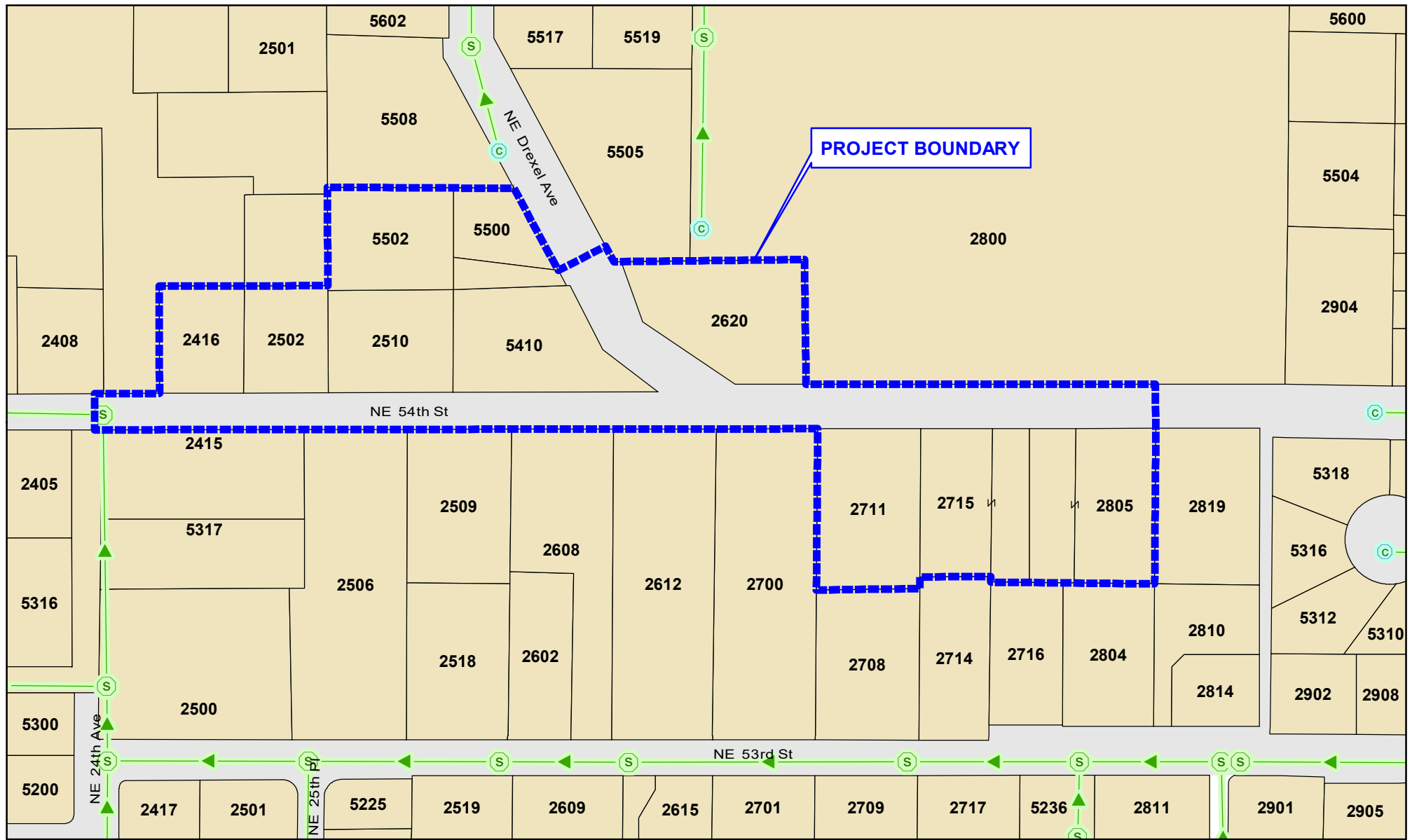
ATTACHMENTS:

- ▣ Project Boundary Map - Central Vancouver North PH1



Project Number: 083745







Staff Report: 010-21

TO: Mayor and City Council

FROM: Eric Holmes, City Manager

DATE: 1/11/2021

SUBJECT Award of contract for the purchase of City Apparel RFP 33-20

Key Points

- The City's apparel contract with Esix Sportswear expired in August 2020 and a new replacement contract is needed.
- City staff determined that it is in the best interest to combine multiple department's needs into one solicitation but with a potential of multiple awards based on the lowest most responsive bid.
- To get the most benefit from this solicitation, a Schedule D (Discount off Catalog) was included for apparel items that are not listed on Schedules A, B or C. This would cover any future needs.
- Having our own apparel contract with a vendor that carries the specific and varied apparel needs of the departments creates more efficiency in the apparel procurement process and affords the City benefits from contract pricing.

Strategic Plan Alignment

N/A

Present Situation

On October 21, 2020, the City received 8 proposals for evaluation. After an evaluation of the proposals by a team made up of representatives from across the City, it was determined that DVL Enterprises Inc was the highest scoring firm.

The contract duration will be for five (5) years. It is anticipated that over the next 5 years, the City will spend more than \$300,000 for department apparel needs, which is above the threshold requiring Council approval.

Advantage(s)

Having our apparel contract with a vendor that carries the specific and varied apparel needs of the

City departments creates more efficiency in our apparel procurement process and afford the City benefits from contract pricing.

Disadvantage(s)

None

Budget Impact

There is no budget impact. Purchases will be made from existing budget appropriations.

Prior Council Review

Prior contract with Esix Sportswear was approved on August 10, 2015 with Staff Report 117-15. This contract expired on August 10, 2020.

Action Requested

Authorize the City Manager or his designee to award the apparel contract and approve purchases by City departments to the most responsive bidder, DVL Enterprises, DBA MPG Tandem. Contract will be for all schedules, A – D.

Anna Vogel, Procurement Manager, 360-487-8429

ATTACHMENTS:

- ▣ Contract

**CITY OF VANCOUVER
RFP 33-20 CITY APPAREL**

This agreement for the purchase of the materials described herein (hereinafter referred to as the "Agreement") is entered into by and between the City of Vancouver, Washington, a municipal corporation organized under the laws of the State of Washington, (hereinafter referred to as the "City") and DVL Enterprises Inc, DBA MPGTandem (hereinafter referred to as the "Contractor"). The City and Contractor may be collectively referred to herein as the "parties" or individually as a "party".

WHEREAS, the City desires to engage the Contractor to provide the materials as described in this Agreement; and

WHEREAS, the City advertised and issued Request for Proposals, numbered 33-20 (hereinafter referred to as the "solicitation") and after evaluation of the Contractor's responsive proposal, found the Contractor be capable of providing the required materials and City Council's approval on Month Day, Year of Staff Report No. ###-YR; and

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

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

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

The supplier agrees to provide the following items listed under each schedule respectively as provided in the solicitation, as specified.

Schedule A: T-shirts

Schedule B: Sweatshirts, Jackets, Polo Shirts and button-down Shirts

Schedule C: Miscellaneous Apparel

Schedule D: Discount off Catalog

- 2. TERM:** The City of Vancouver intends to utilize this Agreement for five (5) years from the Agreement effective date, with no option to extend. The maximum term for this Agreement is five (5) years.

3. **ORDER OF PRECEDENCE:** Where there is a conflict among or between any of these documents, the controlling documents shall be the first listed in the following sequence: Amendments to this Agreement; this Agreement; Purchase Orders; the Contractor's responsive proposal to the City's solicitation and the City's solicitation.
4. **GENERAL REQUIREMENTS:** The Contractor, at its sole cost and expense, shall perform and comply with all applicable laws of the United States and the State of Washington; the Vancouver City Charter, the Vancouver Municipal Code (VMC), and ordinance of the City of Vancouver; and rules, regulations, orders, and directives of their respective administrative agencies and officers.
5. **PURCHASE ORDER:** Purchases will be authorized via valid Purchase Orders. Purchases shall correspond with the Purchase Order; any unauthorized advance or excess order is returnable at Contractor's expense.
6. **ORDER QUANTITY:** This is an as-needed Agreement; orders will be placed with Contractor via signed Purchase Orders on an as-needed basis. The City is not obligated to any minimum or maximum quantities under this Agreement.
7. **PRICES:** Proposed prices must be valid for one year from the effective date of this Agreement. Price adjustments may be requested for consideration each year thereafter; the City, at its sole discretion, may approve that request. Request for price increases shall be supported by the applicable Producer Price Index for the Seattle-Tacoma-Bremerton area for the immediate, previous four (4) quarters.
8. **E-VERIFY:** The Contractor shall enter into and register a Memorandum of Understanding with the Department of Homeland Security E-Verify program within sixty (60) days after execution of this Agreement. The Contractor shall ensure all Contractor employees and any subcontractors assigned to perform work under this Agreement are eligible to work in the United States. The Contractor shall provide verification of compliance upon the request of the City. Failure by the Contractor to comply with this subsection shall be considered a material breach.
9. **SCHEDULE:** Unless the City requests a change in schedule, the Contractor shall deliver the clothing and associated services by the "Delivery Date" stated on the signed purchase order.

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

10. **DELIVERY:** All costs referenced must be F.O.B. Vancouver, Washington, Prepaid and Allowed (freight included in the unit cost), prepaid with all transportation and handling charges paid by the Contractor. Responsibility and risk of loss or damage shall remain with the Contractor until

final inspection and acceptance when responsibility shall pass to the City except as to latent defects, fraud, and the Contractor's warranty obligations.

- 11. PAYMENT:** Invoices will be paid at net thirty (30) days after the City's receipt and acceptance of the completed apparatus and associated services, provided that all appropriate information has been listed on the invoice and necessary forms have been submitted. Payment periods may be computed from either the date of delivery of all materials ordered, the completion of all services, or the date of receipt of a correct invoice, or the date the invoice is received in the Accounts Payable department, whichever date is later. No payment shall be due prior to the City's receipt and acceptance of the materials identified in the invoice thereof.
- 12. ADJUSTMENTS:** The City at any time may make reasonable changes in the place of delivery, installation or inspection; the method of shipment or packing; labeling and identification; and ancillary matters that Contractor may accommodate without substantial additional expense to the City.
- 13. ASSIGNMENT:** This Agreement is binding on each party, its successors, assigns, and legal representatives and may not, under any circumstances, be assigned or transferred by either party.
- 14. WAIVER:** The City's failure to insist on performance of any of the terms or conditions herein or to exercise any right or privilege or the City's waiver of any breach hereunder shall not thereafter waive any other term, condition, or privilege, whether of the same or similar type.
- 15. BINDING EFFECT:** The provisions, covenants, and conditions in this Agreement apply to bind the parties, their legal heirs, representatives, successors, and assigns. It will be at the City's sole discretion as to which terms may or may not apply to the Agreement.
- 16. REMEDIES CUMULATIVE:** Remedies under this Agreement are cumulative; the use of one remedy shall not be taken to exclude or waive the right to use another.
- 17. SEVERABILITY:** Any invalidity, in whole or in part, of any provision of this Agreement shall not affect the validity of any other of its provisions, unless the result of same would clearly be contrary to the overall intent of the parties in entering into this Agreement.
- 18. TAXES:** The Contractor shall pay, before delinquency, all taxes, levies, and assessments arising from its activities and undertakings under this Agreement; taxes levied on its property, equipment and improvements; and taxes on the Contractor's interest in this Agreement, provided, however, that any taxes that apply directly to the sale, such as a state or local sales tax, shall be added to the purchase price set forth in the Purchase Order.
- 19. RELATION OF PARTIES:** The Contractor, and its subcontractors, agents, employees, or other vendors contracted by the Contractor to provide services or other work for the purpose of meeting the Contractor's obligations under this agreement (collectively referred to as

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

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

21. PROPRIETARY AND CONFIDENTIAL INFORMATION: The parties acknowledge that the City is an “agency” within the meaning of the Washington Public Records Act, Ch 42.56 RCW, and that materials submitted by the CONTRACTOR to the City become public record. Such records may be subject to public disclosure, in whole or part and may be required to be released by the City in the event of a request for disclosure. In the event the City receives a public record request for information that CONTRACTOR has marked as “Proprietary and Confidential,” the City shall notify the CONTRACTOR of such request and withhold disclosure of such information for not less than FIVE (5) business days, to permit the CONTRACTOR to seek judicial protection of such information, provided that the CONTRACTOR shall be responsible for attorney fees and costs in such action and shall save and hold harmless the City from any costs, attorney fees or penalty assessment under Ch.42.17 RCW for withholding or delaying public disclosure of such information.

22. WARRANTIES: All products and related services, except as specified below, shall be warranted against faulty workmanship and materials by the Contractor for a minimum period of one (1) year from the date of acceptance by the City. Warranty shall include all costs incurred for repair or replacement except that which is damaged by misuse or abuse. This one (1) year warranty shall in no way affect normal extended or manufacturer’s warranty exceeding this one (1) year period. Contractor warrants that all goods and services furnished under this Agreement are new, conform strictly to the specifications herein, are merchantable, good workmanship, free from defect, comply with all applicable safety and health standards established for such products, all goods are properly packaged, and all appropriate instructions or warnings are supplied. All implied and expressed warranty provisions of the Uniform Commercial Code are incorporated into this Agreement.

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

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

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

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

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

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

26. EVALUATION AND COMPLIANCE WITH THE LAW: The Contractor shall have the authority to control and direct the performance and details of the work described herein. The Contractor agrees to comply with all relevant, federal, state and municipal laws, rules and regulations.

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

28. LIABILITY AND HOLD HARMLESS: Contractor agrees to indemnify, defend, save and hold harmless the City, its officials, employees and agents from any and all liability, demands,

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

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

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

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

COVERAGE	LIMITS OF LIABILITY
Disease Policy Limit	\$1,000,000
Each Claim	\$1,000,000
Annual Aggregate	\$1,000,000

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

- a. City Listed as an Additional Insured: The City of Vancouver, its agents, representatives, officers, directors, officials, and employees must be named as an additional insured on the Commercial General Liability policy and shown on the certificate as an additional insured. A copy of the additional insured endorsement CG 20 10 11 85, or its equivalent CG 20 10 07 04 and CG 20 37 07 04 must be included with the certificate of insurance.
- b. The commercial general liability policy must be endorsed to include "Washington Stop Gap" insurance. The limits and aggregates referenced must apply to the Stop Gap coverage as well. This must be indicated on the certificate.
- c. Employment Security. The Contractor shall comply with all employment security laws of the state in which services are provided and shall timely make all required payments in connection therewith.
- d. The City of Vancouver shall be listed on the Certificate as the Certificate Holder.
- e. Coverage Trigger: The insurance must be written on an "occurrence" basis. This must be indicated on the certificate. Claims made policies will be accepted for professional liability coverage only.

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

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

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

For the City:

Anna Vogel

City of Vancouver

415 W 6th Street

P O Box 1995

Vancouver WA 98668-1995

Email: anna.vogel@cityofvancouver.us

For the Contractor:

Rian Gross

DVL Enterprises Inc, DBA MPGTandem

1536 Oeden Ave

Downers Grove, IL 60515

Email: RGROSS@MPGTanden.com

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

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

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

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

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

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

- 36. PUBLIC DISCLOSURE COMPLIANCE:** The parties acknowledge that the City is an “agency” within the meaning of the Washington Public Records Act, Chapter 42.56 RCW, and that materials submitted by the Contractor to the City become public record. Such records may be subject to public disclosure, in whole or part and may be required to be released by the City in the event of a request for disclosure. In the event the City receives a public record request for any data or deliverable that is provided to the City and that is licensed from the Contractor, the City shall notify the Contractor of such request and withhold disclosure of such information for not less than five (5) business days, to permit the Contractor to seek judicial protection of such information, provided that the Contractor shall be responsible for attorney fees and costs in such action and shall save and hold harmless the City from any costs, attorney fees or penalty assessment under Chapter 42.17 RCW for withholding or delaying public disclosure of such information.
- 37. DEBARMENT:** The Contractor certifies that that it is not presently debarred, suspended, proposed for debarment, and declared ineligible or voluntarily excluded from covered transactions by any Federal, State or local department or agency.
- 38. NONDISCRIMINATION:** The City of Vancouver, WA is an equal opportunity employer. In the performance of this Agreement, the Contractor will not discriminate against any employee or applicant for employment on the grounds of race, creed, color, national origin, sex, sexual orientation, marital status, age or the presence of any sensory, mental or physical handicap.

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

CITY OF VANCOUVER

A municipal corporation

CONTRACTOR:

DVL Enterprises Inc,
DBA MPGTandem

Eric Holmes, City Manager

Signature

Date

Printed Name /Title

Attest:

Date

Natasha Ramras, City Clerk

Approved as to form:

Jonathan Young, City Attorney



Staff Report 011-21

TO: Mayor and City Council

FROM: Eric Holmes, City Manager

DATE: 1/11/2021

SUBJECT Interagency Agreement with Washington Department of Ecology for Pollution Prevention Assistance

Key Points

Two-year grant for \$105,000 will allow Vancouver to conduct multimedia site visits and pollution prevention technical assistance to Small Quantity Generators of dangerous waste, provide spill kits, pay for voluntary waste audits to businesses, conduct webinars and develop marketing materials for targeted pollution prevention tips.

Strategic Plan Alignment

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

Present Situation

Washington Department of Ecology recently awarded \$105,000 to the City of Vancouver to participate in the Pollution Prevention Assistance Partnership overseen by Washington Department of Ecology Hazardous Waste and Toxics Reduction Program.

The City of Vancouver Public Works Department conducts inspections in accordance with VMC 14.26 of industries that manage large quantities of hazardous materials. These industries typically utilize in-house environmental professionals to properly manage materials and educate employees.

These grant funds allows the City to focus efforts to small generators who do not have in-house expertise by offering technical assistance and education, providing spill kits, and offering voluntary waste audits.

The funds will also be used to conduct webinars and develop marketing materials for pollution

prevention tips expanding Wash Right campaign and Safe Pest Control workshops to Vancouver residents and businesses. These programs provide environmentally responsible information for pressure washing and pest control that protect surface and ground water resources.

Advantage(s)

1. This grant will provide technical assistance and education for pollution prevention for local businesses and citizens.
2. The two-year grant requires no local match or on-going costs.

Disadvantage(s)

None

Budget Impact

There is no local funding match or ongoing costs required.

Prior Council Review

None

Action Requested

Authorize the City Manager or his designee to execute an Interagency Agreement with the State of Washington, Department of Ecology to disburse grant funds to conduct pollution prevention activities per the Agreement.

Annette Griffy, Engineering Program Manager 360-487-7190; Kris Olinger, Senior Civil Engineer 360-487-7188

ATTACHMENTS:

- ▢ Interagency Agreement



IAA No. C2100029

INTERAGENCY AGREEMENT (IAA)

BETWEEN

THE STATE OF WASHINGTON, DEPARTMENT OF ECOLOGY

AND

CITY OF VANCOUVER

THIS INTERAGENCY AGREEMENT (“Agreement” or “IAA”) is made and entered into by and between the state of Washington, Department of Ecology, hereinafter referred to as “**ECOLOGY**,” and the City of Vancouver hereinafter referred to as the “**CONTRACTOR**,” pursuant to the authority granted by Chapter 39.34 RCW.

THE PURPOSE OF THIS AGREEMENT is for the **CONTRACTOR** to provide Pollution Prevention Assistance (PPA) Specialists who will provide technical assistance and education outreach to small businesses in an effort to prevent pollution of waters of the state as part of the Pollution Prevention Assistance Partnership (formerly known as the Local Source Control (LSC) Partnership). The PPA Specialists will make referrals to **ECOLOGY** as needed and report results.

WHEREAS, **ECOLOGY** has legal authority (RCW 70A.214 and RCW 70A.300 and the **CONTRACTOR** has legal authority (Vancouver Municipal Code chapter 14.26) that allows each party to undertake the actions in this agreement.

THEREFORE, IT IS MUTUALLY AGREED THAT:

1) SCOPE OF WORK

The **CONTRACTOR** shall furnish the necessary personnel, equipment, material and/or service(s) and otherwise do all things necessary for or incidental to the performance of the work set forth in Appendix A, *Statement of Work*, and Appendix B, *Budget Detail*, attached hereto and incorporated herein.

2) PERIOD OF PERFORMANCE

The period of performance of this IAA will commence on **August 1, 2020**, and be completed by **June 30, 2022**, unless the Agreement is terminated sooner as provided herein. Amendments extending the period of performance, if any, shall be at the sole discretion of **ECOLOGY**.

3) COMPENSATION

Compensation for the work provided in accordance with this IAA has been established under the terms of RCW 39.34.130 and RCW 39.26.180(3). This is a performance-based agreement, under which payment is based on the successful completion of expected deliverables.

Compensation for this agreement will be released in two 1-year phases. Phase One is limited to 50 percent of the project budget and Phase Two can be up to the remaining percentage of the project budget. On or before August 15, 2021, ECOLOGY will evaluate available funding and the CONTRACTOR's performance and progress towards meeting contract deliverables and spending. To release the second year funding the CONTRACTOR, by June 30, 2021, must:

1. Complete a minimum of 40% of the total site visit deliverables, and
2. Utilize 40% of the total compensation award.

If performance obligations have been met and funding is available per ECOLOGY's determination, the full year 2 budget award will be considered available. Should the CONTRACTOR fail to make satisfactory progress or funding is limited, ECOLOGY will determine the appropriate additional funding to release for year 2 of the contract. ECOLOGY will consider various factors in determining year 2 funding including, but not limited to, available funding, performance to date, staff vacancies, time and costs spent on unique program elements, and potential circumstances beyond the CONTRACTOR's control.

The source of funds for this IAA is EPA-LSC Lower Columbia Estuary funding, CFDA 66.192. Both parties agree to comply with all applicable rules and regulations associated with these funds.

The parties have determined that the cost of accomplishing the work identified herein will not exceed 105,000 dollars (\$105,000.00), including any indirect charges. Payment for satisfactory performance of the work shall not exceed this amount unless the parties mutually agree via an amendment to a higher amount. Compensation for services shall be based on the terms and tasks set forth in Appendix A, *Statement of Work*. ECOLOGY will not make payment until it has reviewed and accepted the work.

Travel expenses (meals, lodging, and mileage) will be reimbursed according to current state rates at the time of travel, not to exceed the budget (see Appendix B, *Budget Detail*).

Purchase of source control tools or equipment (e.g. spill kits, plastic drum covers) and promotional items for distribution to businesses under this contract must be listed in Goods and Services budget or Equipment budget in Appendix B. Any purchases of equipment or goods and services over \$1,000.00 not specifically listed in Appendix B must be pre-approved by ECOLOGY. When the agreement expires, or when the equipment is no longer needed for the originally authorized purpose (whichever comes first) the disposition of equipment shall be at Ecology's sole discretion.

Indirect rates will be paid as indicated in Appendix B, *Budget Detail*. Changes to the indirect rate may be considered by Ecology. Contractor shall provide supporting documentation necessitating the change to Ecology. Ecology's approval will be communicated by e-mail. An increase in indirect rate does not increase the total contract award. Changes are handled by adjusting the budget between categories listed in Appendix B. Changes to the total budget cost of the contract shall require an amendment. The budget referenced in Appendix B may be adjusted between categories with Ecology's preapproval, and as long as the total budget is not exceeded.

ECOLOGY may, at its sole discretion, terminate or suspend this Contract, or withhold payments claimed by the CONTRACTOR for services rendered, if the CONTRACTOR fails to satisfactorily comply with any term or condition of this Agreement.

4) BILLING AND PAYMENT PROCEDURE

Payment requests shall be submitted on state form, Invoice Voucher A19-1A. Invoice voucher shall reference the Agreement (IAA) number and clearly identify those items that relate to performance under this Agreement. Invoices shall describe and document to ECOLOGY's satisfaction a description of the work performed, the progress of the work, and related costs. Each invoice shall bill for actual hours worked during the quarter. The actual hours billed may be higher (as long as the total budget compensation award is not exceeded) or lower than the FTE estimate in Appendix A Statement of Work. Attach supporting documentation to the invoice.

Send invoices to:

State of Washington
Department of Ecology
Hazardous Waste & Toxics Reduction Program
Attn: Elaine Snouwaert
4601 N. Monroe Street
Spokane, WA 99205
Or
Electronically submit them to Elaine Snouwaert at Elaine.Snouwaert@ecy.wa.gov

Payment requests will be submitted on a quarterly basis. Invoices must be submitted by the dates outlined in Appendix A, Section X. Upon expiration of this Agreement, any claim for payment not already made shall be submitted to ECOLOGY within 30 days after the expiration date or the end of the fiscal year, whichever is earlier.

Payment will be made within thirty (30) days of submission of a properly completed invoice (form A19-1A) with supportive documentation. All expenses invoiced shall be supported with copies of invoices paid.

Payment will be issued through Washington State's Office of Financial Management's Statewide Payee Desk. To receive payment, CONTRACTOR must register as a statewide vendor by submitting a statewide vendor registration form and an IRS W-9 form at website, <https://ofm.wa.gov/it-systems/statewide-vendorpayee-services>. For questions about the vendor registration process, contact Statewide Payee Help Desk at (360) 407-8180 or email PayeeRegistration@ofm.wa.gov.

5) ALTERATIONS AND AMENDMENTS

This Agreement may be amended by mutual agreement of the parties. Such amendments shall not be binding unless they are in writing and signed by personnel authorized to bind each of the parties.

6) ASSIGNMENT

The work to be provided under this Agreement, and any claim arising thereunder, is not assignable or delegable by either party in whole or in part, without the express prior written consent of the other party, which consent shall not be unreasonably withheld.

7) ASSURANCES

Parties to this Agreement agree that all activity pursuant to this agreement will be in accordance with all the applicable current federal, state, and local laws, rules, and regulations.

8) CONFORMANCE

If any provision of this Agreement violates any statute or rule of law of the state of Washington, it is considered modified to conform to that statute or rule of law.

9) DISPUTES

Parties to this Agreement shall employ every effort to resolve a dispute themselves without resorting to litigation. In the event that a dispute arises under this Agreement that cannot be resolved among the parties, it shall be determined by a Dispute Board in the following manner. Each party to this Agreement shall appoint one member to the Dispute Board. The members so appointed shall jointly appoint an additional member to the Dispute Board. The Dispute Board shall review the facts, agreement terms, and applicable statutes and rules, and then make a determination of the dispute. The determination of the Dispute Board shall be final and binding on the parties hereto, unless restricted by law. The cost of resolution will be borne by each party paying its own cost. As an alternative to this process, if state agencies, either of the parties may request intervention by the Governor, as provided by RCW 43.17.330, in which event the Governor's process will control. The parties may mutually agree to a different dispute resolution process.

10) FUNDING AVAILABILITY

ECOLOGY's ability to make payments is contingent on availability of funding. In the event funding from state, federal, or other sources is withdrawn, reduced, or limited in any way after the effective date and prior to completion or expiration date of this Agreement, ECOLOGY, at its sole discretion, may elect to terminate the Agreement, in whole or part, for convenience or to renegotiate the Agreement subject to new funding limitations and conditions. ECOLOGY may also elect to suspend performance of the Agreement until ECOLOGY determines the funding insufficiency is resolved. ECOLOGY may exercise any of these options with no notification restrictions, although ECOLOGY will make a reasonable attempt to provide notice.

In the event of termination or suspension, ECOLOGY will reimburse eligible costs incurred by the CONTRACTOR through the effective date of termination or suspension. Reimbursed costs must be agreed to by ECOLOGY and the CONTRACTOR. In no event shall ECOLOGY's reimbursement exceed ECOLOGY's total responsibility under the agreement and any amendments.

11) GOVERNING LAW AND VENUE

This Agreement is entered into pursuant to and under the authority granted by the laws of the state of Washington and any applicable federal laws. The provisions of this Agreement shall be construed to conform to those laws. This Agreement shall be construed and interpreted in accordance with the laws of the state of Washington, and the venue of any action brought hereunder shall be the Superior Court for Thurston County.

12) INDEPENDENT CAPACITY

The employees or agents of each party who are engaged in the performance of this Agreement shall continue to be employees or agents of that party and shall not be considered for any purpose to be employees or agents of the other party.

13) ORDER OF PRECEDENCE

In the event of an inconsistency in the terms of this Agreement, or between its terms and any applicable statute or rule, the inconsistency shall be resolved by giving precedence in the following order:

- a. Applicable federal and state of Washington statutes, regulations, and rules.
- b. Mutually agreed upon written amendments to this Agreement.
- c. This Agreement, number C2100029.
- d. Appendix A, *Statement of Work*.
- e. Appendix B, *Budget Detail*.
- f. Appendix C, *Special Terms and Conditions*.
- g. Any other provisions or term of this Agreement, including materials incorporated by reference or otherwise incorporated.

14) RECORDS MAINTENANCE

The parties to this Agreement shall each maintain books, records, documents, and other evidence that sufficiently and properly reflect all direct and indirect costs expended by either party in the performance of the service(s) described herein. These materials shall be subject to inspection, review, or audit by personnel of both parties, other personnel duly authorized by either party, the Office of the State Auditor, and federal officials so authorized by law. All books, records, documents, and other materials relevant to this Agreement must be retained for six years after expiration of this Agreement. The Office of the State Auditor, federal auditors, and any persons duly authorized by the parties shall have full access and the right to examine any of these materials during this period. Each party will utilize reasonable security procedures and protections for all materials related to this Agreement. All materials are subject to state public disclosure laws.

15) RESPONSIBILITIES OF THE PARTIES

Each party of this Agreement hereby assumes responsibility for claims and/or damages to persons and/or property resulting from any act or omissions on the part of itself, its employees, its officers, and its agents. Neither party will be considered the agent of the other party to this Agreement.

16) RIGHTS IN DATA

Unless otherwise provided, data which originates from this Agreement shall be "work made for hire" as defined by the United States Copyright Act, Title 17 U.S.C. section 101 and shall be owned by state of Washington, ECOLOGY. Data shall include, but not be limited to, reports, documents, pamphlets, advertisements, books magazines, surveys, studies, computer programs, films, tapes, and/or sound reproductions. Ownership includes the right to copyright, patent, and register these items, and the ability to transfer these rights.

17) SEVERABILITY

If any provision of this Agreement or any provision of any document incorporated by reference shall be held invalid, such invalidity shall not affect the other provisions of this Agreement which can be given effect without the invalid provision, if such remainder conforms to the requirements of applicable law and the fundamental purpose of this Agreement, and to this end the provisions of this Agreement are declared to be severable.

18) SUBCONTRACTORS

CONTRACTOR agrees to take complete responsibility for all actions of any Subcontractor used under this Agreement for the performance. When federal funding is involved there will be additional contractor and subcontractor requirements and reporting.

Prior to performance, all subcontractors who will be performing services under this Agreement must be identified, including their name, the nature of services to be performed, address, telephone, WA State Department of Revenue Registration Tax number (UBI), federal tax identification number (TIN), and anticipated dollar value of each subcontract. Provide such information to ECOLOGY's Agreement manager.

19) SUSPENSION FOR CONVENIENCE

ECOLOGY may suspend this Agreement or any portion thereof for a temporary period by providing written notice to the CONTRACTOR a minimum of seven (7) calendar days before the suspension date. CONTRACTOR shall resume performance on the first business day following the suspension period unless another day is specified in writing by ECOLOGY prior to the expiration of the suspension period.

20) TERMINATION FOR CAUSE

If for any cause, either party does not fulfill in a timely and proper manner its obligations under this Agreement, or if either party violates any of these terms and conditions, the aggrieved party will give the other party written notice of such failure or violation. The responsible party will be given the opportunity to correct the violation or failure within fifteen (15) business days. If failure or violation is not corrected, this Agreement may be terminated immediately by written notice of the aggrieved party to the other.

21) TERMINATION FOR CONVENIENCE

Either party may terminate this Agreement without cause upon thirty (30) calendar day prior written notification to the other party. If this Agreement is so terminated, the parties shall be liable only for performance rendered or costs incurred in accordance with the terms of this Agreement prior to the effective date of termination.

22) WAIVER

A failure by either party to exercise its rights under this Agreement shall not preclude that party from subsequent exercise of such rights and shall not constitute a waiver of any other rights under this Agreement unless stated to be such in a written amendment to this Agreement signed by an authorized representative of the parties.

23) AGREEMENT MANAGEMENT

The representative for each of the parties shall be responsible for and shall be the contact person for all communications, notifications, and billings questions regarding the performance of this Agreement. The parties agree that if there is a change in representatives, they will promptly notify the other party in writing of such change, such changes do not need an amendment.

The ECOLOGY Representative is:	The CONTRACTOR Representative is:
Name: Elaine Snouwaert Address: 4601 N. Monroe Street Spokane, WA 99205 Phone: 509-329-3503 office 509-385-5169 cell Email: Elaine.Snouwaert@ecy.wa.gov	Name: Monica (Nikki) Guillot Address: PO Box 1995 Vancouver, WA 98668 Phone: 360-487-7187 office 360-823-7367 cell Email: Nikki.Guillot@cityofvancouver.us

24) ALL WRITINGS CONTAINED HEREIN

This Agreement contains all the terms and conditions agreed upon by the parties. No other understandings, oral or otherwise, regarding the subject matter of this Agreement shall be deemed to exist or to bind any of the parties hereto.

The signatories to this Agreement represent that they have the authority to bind their respective organizations to this Agreement.

IN WITNESS WHEREOF, the parties below, having read this Agreement in its entirety, including all attachments, do agree in each and every particular as indicated by their signatures below.

State of Washington
Department of Ecology

City of Vancouver

By: _____

Signature

Date

Darin Rice

HWTR Program Manager

By: _____

Signature

Date

Print Name:

Title:

APPENDIX A
STATEMENT OF WORK
CITY OF VANCOUVER

Section I. Introduction

This Statement of Work is for a two year (August 2020 to June 2022) Interagency Agreement (IAA) for the Pollution Prevention Assistance (PPA) Partnership which is overseen by the Washington Department of Ecology (ECOLOGY) Hazardous Waste and Toxics Reduction Program.

The CONTRACTOR, through their Pollution Prevention Assistance (PPA) program, will conduct multimedia source control site visits and pollution prevention activities to Small Quantity Generators (SQGs) of dangerous waste and other businesses and organizations that may have potential to pollute stormwater. The site visits along with other pollution prevention activities conducted by the CONTRACTOR will be designed to reduce or eliminate hazardous waste and pollutants at the source.

To further facilitate the reduction or elimination of hazardous chemical use at the source, the CONTRACTOR will seek and discuss opportunities to assist businesses with switching processes, products, or equipment to use effective safer-alternatives. This program will be known as the “Product Replacement Program” or PRP.

The PPA work is expected to fall within these general proportions:	
Technical Assistance (TA) visits (approximately 10-15% of TA visits will involve PRP) (see Section III)	60%
Unique Program Elements (see Section II)	20%
Training (see Section VIII)	15%
Other (admin, staff meetings, etc.)	5%

The CONTRACTOR is expected to interact with other partners within the Partnership to provide technical assistance and training, and share resources and experiences. The CONTRACTOR should set up alerts to receive notifications when requests for information have been made on the PPA Partnership SharePoint Discussion Board. The CONTRACTOR must ensure at least one staff member is available to provide timely information and feedback to ECOLOGY’s PPA Coordinator and to attend mandatory meetings and trainings. Feedback on Partnership goals, direction, and projects will occasionally be requested via online surveys and email requests.

CONTRACTOR shall act in a professional and ethical manner, and shall avoid any conflict of interest that might influence the CONTRACTOR’s actions or judgment.

CONTRACTOR must disclose immediately to ECOLOGY any interest, direct or indirect, that might be construed as prejudicial in any way to the professional judgment of the CONTRACTOR in rendering service under this agreement.

Key staff, estimated FTE, and their roles are identified in Table 1. Please note, this is an estimate of time dedicated to this contract over the full two years of the contract; quarterly invoicing must reflect **actual** hours worked even if hours are higher or lower than the FTE estimate.

Table 1: Key Staff

Staff Name	Estimated FTE	Role
Nikki Guillot	0.10	Contract Management
Nikki Guillot	0.15	PPA Specialist
Brett Raunig	0.15	PPA Specialist
Jordan Washington	0.15	PPA Specialist
Nikki Guillot	0.10	PRP Coordinator and Oversight
LaVonne Steigel	0.01	Billing
Brooke Porter	0.02	Outreach and Social Marketing

Section II. Unique Program Elements

The CONTRACTOR will conduct the unique elements for their PPA program, outlined in Table 2.

Table 2: Unique Program Elements

Program Element	Deliverable(s)
Safe Pest Control Workshops	At least 2 webinars to multifamily property managers
	Report on attendance and materials distributed
	If appropriate post outreach materials on SharePoint and present to Partners
Wash Right Campaign	Develop marketing materials in English and Spanish
	Report on distribution to businesses (number distributed and types of businesses)
	If appropriate post outreach materials on SharePoint
Spill Kit Distribution and Spill Preparedness	Provide spill kits to 25 businesses
	Assist businesses that do not have a spill plan develop a plan
	Report on number of spill plans developed and kits delivered
	Report on number of other spill preparedness items such as secondary containment, drain covers, and drum lids distributed
Waste Audits	Use a voucher or coupon to offer voluntary waste audits
	Report on issues addressed in audit and commitments in future
	Post materials to SharePoint on audits

Section III. Technical Assistance Visits

The CONTRACTOR will conduct technical assistance site visits to small quantity generators of dangerous wastes, and to businesses or organizations that have the potential to pollute stormwater. Approximately 60% of the visits will be Initial Visits. If Initial Visits fall below 60%, combined Initial Visits and Follow-up Visits must account for at least 80% of the total visits. While necessary, efforts should be made to minimize Screening Visits.

- An **Initial Visit** occurs at the actual site and results in a completed ‘checklist’ (or enough data gathered to complete data entry into the LSC database). It will either be the first complete visit to a site OR the first visit in two or more years.
- A **Screening Visit** is an attempted visit to the site, but the business declined or put off the visit, OR you were interrupted during the visit and were unable to gather complete data, OR you discover that the facility does not exist anymore OR you discover that the business does not qualify for a visit under the PPA program.
- A **Follow-Up Visit** should occur within 90 days of the Initial Visit. Follow-up should generally be done through an on-site visit. However a phone conversation, mail or email exchange may count as a Follow-Up Visit if it includes confirmation that the issues that were identified in the initial visit were resolved. Follow-up Visits must be conducted to resolve High Priority Environmental Issues (See section below).

Table 3: Number of Technical Assistance Visits

Number of Total Visits	100
<i>Target for Initial Visits</i>	45

Business sectors, organizations, waste streams, and/or geographical area that will provide a focus for the 2020-2022 technical assistance visits are listed in Table 4.

Table 4: Technical Assistance Targets

Target	Rationale for selecting
Orchards area	Priority due to proximity to City wellhead
Downtown	Business density and potential for water quality concerns due to housekeeping practices and pressure washing
Multifamily property managers	Focus on integrated pest control and other issues across multiple properties.

ECOLOGY may direct a portion of technical assistance visits toward specific priority sources or contaminants.

High Priority Environmental Issues

The below list is ECOLOGY’s high priority environmental issues because they have the potential to directly impact human health and/or the environment. If one or more of these issues are found during a site visit, a Follow-up visit is justified but not necessarily required. The severity of the issue will help determine if a Follow-up visit is necessary. A Follow-up visit to a business for other (non-high priority) issues is at the discretion of the CONTRACTOR.

When unable to resolve high priority environmental issues, the Pollution Prevention Specialist will refer the issue to ECOLOGY or other appropriate agency. Serious concerns about impacts to human health and/or the environment warrant a consultation with ECOLOGY or other regulatory agencies to determine whether or not the issue needs to be referred.

- Hazardous waste being improperly designated
- Hazardous waste being improperly disposed
- Hazardous products/wastes being improperly stored
- Compromised dangerous waste containers need to be repaired or replaced
- Illegal plumbing connection
- Illicit discharge of wastewater to storm drain
- Improperly stored containerized materials
- Improperly stored non-containerized materials
- Leaks and spills in dangerous waste storage areas

Visit Guidance

The following guidance applies to technical assistance visits, unless otherwise discussed with ECOLOGY:

1. Prior to the visit:
 - Coordinate with other entities that may be conducting business visits in the area to reduce potential “inspection fatigue”.
 - Check with ECOLOGY Urban Waters staff (where applicable) to ensure that the business is not currently being visited by Urban Waters staff.
 - Research site and issues prior to the visit using a combination of data sources such as LSC Database for previous visits or visits to similar businesses, industry resources, news articles, etc.
 - Check to see if a sector specific Checklist or Tip Sheet is available on the PPA Partnership SharePoint site to help guide the visit.
2. During the visit:
 - Provide technical assistance on proper management of dangerous waste, prevention of stormwater pollution, spill prevention, and reduction of hazardous substance use (when applicable).
 - Ensure, at a minimum, all items on the basic Checklist are reviewed.
 - If appropriate, encourage businesses to participate in local green business programs, such as the EnviroStars business certification program.
 - Discuss spill response preparedness and offer spill kit for developing a plan. Funds can be used to purchase spill kits to provide to businesses. Occasionally ECOLOGY will provide spill kits through a bulk order, if funding is available.
 - If possible, photograph observed issues for before and after success stories.
 - Activities that may be beneficial during the visit include, but are not limited to, walking the site (interior and exterior), checking storm drains, checking for illicit connections, checking dumpster and waste storage, providing handouts, and ensuring necessary permits are in place.

3. At the end of the visit or after the visit:

- Provide written follow-up to document the results of the visit. This can be done by leaving a copy of the 'Checklist' or other documentation with the business at the end of the visit, by using a commitment postcard (format available in Branding Documents on PPA Partnership SharePoint), by sending a follow-up letter/email, or alternatively by sending a 'thank you' postcard if no issues were identified.
- If necessary, coordinate with other agencies (e.g. the fire marshal, code enforcement, stormwater, wastewater treatment, and/or moderate risk waste staff) to ensure that the information you are providing is consistent with the other agency's regulations and/or best management practices.

Section IV. Partnership Branding and Outreach

When unique outreach or educational materials are developed by the CONTRACTOR using PPA Partnership funds, a draft must be sent to ECOLOGY for review and approval. To the extent feasible, the CONTRACTOR must utilize the Partnership's branding tools and templates available to produce these materials. The intent of this requirement is to facilitate a unified image and consistent messaging across the Partnership. The Partnership logo and other branding resources are available on the PPA Partnership SharePoint site.

It may be appropriate to include funding acknowledgement on some outreach materials. The CONTRACTOR will consult with ECOLOGY's PPA Partnership Coordinator to determine whether funding acknowledgement is required.

Finalized materials which may be useful to other Partners should be provided for upload to the resource Document Library on the PPA Partnership SharePoint Site.

Each CONTRACTOR must maintain a PPA website which meets the minimum requirements developed by the 2020 Resource Consistency Workgroup. See PPA Partnership SharePoint Site for requirements.

Section V. Product Replacement Program (PRP)

The Product Replacement Program is designed to eliminate Persistent Bioaccumulative Toxic (PBT) chemicals from use in commerce. The PRP removes and replaces PBT chemicals present in products, processes, or technologies to help prevent toxics from entering the environment. One of the best and most effective ways to prevent further environmental contamination, protect water quality, and reduce human health risk is to eliminate these toxic chemicals at the source. The PRP assists businesses switch to safer alternatives.

PPA Partners are integral to the PRP. The CONTRACTOR will seek and discuss opportunities to assist businesses with switching processes, products, or equipment to use effective safer-alternatives. For technical assistance visits, where PRP is discussed, CONTRACTOR will record in the LSC Database the type of product or equipment replacement opportunity the business is interested in and other required information.

The CONTRACTOR will assist ECOLOGY with the following programs:

1. Replacement of dry cleaning technology that uses perchloroethylene by visiting dry cleaners, discussing the program, assisting with required paperwork, and completing the final visit after new machine installation. Guidelines for this program are outlined in separate documents and posted on the PPA Partnership SharePoint.
2. Promoting awareness of the national mercury thermostat takeback program at appropriate businesses.

Additional takeback and replacement programs ECOLOGY is exploring for addition to the PRP include, but are not limited to:

1. PFAS-containing firefighting foam takeback program. Currently ECOLOGY is working directly with fire departments, but this program may be expanded to businesses with PFAS-containing fire suppression systems.
2. Flame retardants in foam and equipment at gymnasiums, play centers and recreation facilities.
3. Degreasers and solvents in parts washing systems in multiple business sectors.
4. PCB-containing light ballasts in schools.

ECOLOGY, in collaboration with the PPA Partnership, will develop procedures and criteria, which must be met for a business to receive incentives for any of the above chemicals or products. Additional chemicals and products may also be added to this list. When new PRP incentive processes are approved, the CONTRACTOR will assist ECOLOGY with implementation in accordance with the program guidelines.

For some replacements, the PRP incentive payment may be made through direct disbursement from ECOLOGY to the business implementing the product or equipment replacement. In order to facilitate these payments, the CONTRACTOR must maintain a record indicating how the business qualified for the PRP incentive per the PRP program's eligibility criteria. Eligibility criteria will be developed by Ecology and the Product Replacement Program Committee for each type of incentive offered.

When a PRP incentive payment is made directly to a business, prior to disbursement of the payment, the following steps will be required:

1. CONTRACTOR conducts technical assistance visit and provides entities with recommendations to reduce or eliminate a qualifying chemical or product. These recommendations must be recorded in the LSC Database.
2. CONTRACTOR must communicate to the business that it may take up to 4 months to receive payment from ECOLOGY after purchase and that the business must respond to inquiries from ECOLOGY or the Office of Financial Management (OFM) in a timely manner to avoid delays in payment.
3. CONTRACTOR assists business as needed with paperwork required to apply for incentive, including a state payee registration form.
4. Business purchases approved product or equipment and converts fully to utilization of new product or equipment in accordance with the eligibility criteria for the PRP incentive.
5. Business submits receipts for the product or equipment purchase and installation to the CONTRACTOR's representative.

6. CONTRACTOR verifies through a site visit and review of records that product or equipment has been installed per PPA Specialist or ECOLOGY recommendations, old product or equipment has been legally disposed of or decommissioned, and all other eligibility criteria have been met. This site visit will be entered as a follow-up visit in the LSC Database. If there are still issues or concern, the CONTRACTOR will schedule a follow-up visit or phone call to confirm product or equipment installation meets eligibility criteria.
7. CONTRACTOR provides all required documentation that product or equipment installation met eligibility criteria and was installed per requirement, a signed voucher form, and receipts to ECOLOGY.

For some replacement programs, the PRP incentive payment may be made by the CONTRACTOR in accordance with any guidelines or procedures developed for the replacement program. The CONTRACTOR must follow all steps developed for these replacement programs to ensure the cost is reimbursable through the quarterly invoicing process.

ECOLOGY may also purchase and provide products, equipment, and secondary containment to the CONTRACTOR for delivery to businesses, in accordance with new guidelines to be developed.

Section VI. Timeline

Table 5: Timeline

Time Period	Goal for number of Site Visits	Unique Program Element activities	Technical Assistance Target activities
August 1, 2020 – December 31, 2020	10	• Develop Wash Right campaign materials • Spill Kit distribution	• Orchards area • Downtown
January 1, 2021 – June 30, 2021	30	• Develop materials for Safe Pest Control Workshops • Spill Kit distribution	• Multifamily property management • Orchards area • Downtown
July 1, 2021 – December 31, 2021	30	• Hold Safe Pest Control Workshops • Deploy Wash Right campaign • Spill Kit distribution	• Multifamily property management • Orchards area • Downtown
January 1, 2022 – June 30, 2022	30	• Continue Wash Right Campaign • Safe Pest Control Workshop (if 2nd not yet completed) • Spill Kit distribution	• Multifamily property management • Orchards area • Downtown

Section VII. LSC Database

Information gathered during technical assistance visits must include all of the elements that are listed in the most up-to-date PPA Checklist (check PPA Partnership SharePoint site for details) and be entered into ECOLOGY's LSC database. The following guidance applies to all technical assistance visits, unless otherwise discussed with ECOLOGY:

- Collect enough information to complete all of the applicable fields in ECOLOGY's LSC database and enter it into the database within 15 work days of the visit.
- If you make a referral to a regulatory agency, enter the information about the referral into the database within 15 work days of the referral.
- Ensure that data entry is complete and accurate.
- At a minimum all elements on the most recent version of ECOLOGY's PPA Checklist must be checked at each business visit. Specialists must attest that they have verified all elements.
 - Additional sector specific checklists are available on the ECOLOGY PPA Partnership SharePoint Site.
 - CONTRACTOR may substitute use of their own version(s) of the checklist(s) as long as it contains all elements on ECOLOGY's most recent checklist (See PPA Partnership SharePoint for details), and has been reviewed and approved by ECOLOGY staff.
- Refer to the LSC database instructions posted in the database interface, or contact ECOLOGY PPA staff, for assistance with database entry.
- If using paper checklists or equivalent documentation, maintain originals in accordance with your local public disclosure laws.

Section VIII. Training

ECOLOGY expects that the CONTRACTOR will provide basic training to the Pollution Prevention Assistance Specialists on topics relevant to their position. ECOLOGY will provide additional training to ensure that CONTRACTOR's staff are properly trained and supported to conduct PPA activities, and that experienced staff are exposed to new information, and have opportunities to share their expertise for the benefit of the PPA Partnership. The following types of training are provided. Table 6 below contains a tentative training schedule, ECOLOGY will communicate the final schedule to the CONTRACTOR.

New Staff Mentoring and Training

ECOLOGY staff and experienced PPA Specialists will provide a variety of training support to new PPA staff. ECOLOGY will provide new hires a "welcome email" within the first two weeks of work as a PPA Specialist. This email will provide instructions for accessing the PPA Partnership SharePoint, LSC Database, and guidance on resources and training. All Specialists are expected to create an "alert" for the PPA Partnership SharePoint Discussion Board to receive email alerts at least once per week when topics are posted.

1. SharePoint New Specialists Resources

The PPA Partnership SharePoint site contains resource materials for new PPA specialists. ECOLOGY staff will also provide additional resources as needed.

2. Field Mentoring & Training Review

The CONTRACTOR will provide training to their new staff to ensure they can perform the work. In addition, ECOLOGY will assign two experienced PPA Specialists as mentors to provide field training and support to a new hire. If available, one mentor will be from the CONTRACTOR's

organization and the other mentor from another PPA partner jurisdiction in as close proximity as possible. Mentors will be assigned within two weeks of notifying ECOLOGY of new staff hires.

Field mentoring will involve a series of accompanied field visits designed by the mentor and ECOLOGY staff to support the needs of the new hire. When the mentor and new hire determine they are ready, an ECOLOGY staff will accompany the new hire on a few technical assistance visits, to ensure that they are providing accurate information on proper waste management, spill prevention, storm water pollution prevention, and toxics reduction opportunities.

3. New Staff Training

New Staff training will be offered dependent on need and resources available. This training will be planned and conducted by ECOLOGY staff and experienced PPA Specialists, and will be a combination of online module training courses and web-based panel discussions.

All Staff Trainings for all PPA Specialists

All Staff Trainings will be planned and conducted by teams of PPA Specialists from two to three PPA partners. When appropriate these trainings will be held in-person to facilitate interaction and networking between PPA Specialists, ECOLOGY, and invited presenters. Depending on current situations related to the COVID-19 pandemic or other health and safety concerns, All Staff Trainings may be held virtually via an online platform. Training topics are intended to help new staff become more competent in their work, and experienced staff to gain greater technical depth on relevant topics. ECOLOGY staff will determine the teams, provide initial guidance, review agendas, and provide support for planning and logistics.

Schedule: Typically these trainings are held the second Wednesday in September and March. The trainings are usually scheduled between 8:30 a.m. and 3:30 p.m. with overnight travel allowed for jurisdictions if needed (see state travel rules). ECOLOGY must pre-approve overnight travel if it is being charged to the PPA budget. When training are held virtually online, the training will be scheduled across two half-days.

If staff and resources become available, ECOLOGY will add an additional All Staff Training event. An additional training event would likely be held in June.

Attendance Requirement: Unless prior approval has been given by ECOLOGY, it is mandatory for at least one PPA specialist per jurisdiction to attend the All Staff Trainings. This person is responsible for disseminating information back to the PPA specialists from that jurisdiction. Managers are welcome but not required to attend. Generally, training substitutions are not allowed for the All Staff Trainings. However, exceptions may apply. ECOLOGY staff must approve non-emergency absences or training substitutions at least two weeks prior to the training.

Webinar Trainings

ECOLOGY conducts Webinars during most of the months that do not have All Staff Trainings. These sessions are intended to expose PPA Specialists to new information or technical topics relevant to their work. Suggestions on topics and speakers are welcomed from PPA partners.

Schedule: These are one and a half-hour sessions, held on the second Wednesday of the month. Occasionally these sessions will need to be scheduled at alternative times to accommodate speaker availability. Up to eight Webinars will be scheduled each year.

Attendance Requirement: Each PPA Specialist must attend at least six of the eight Webinars each year.

Another type of training that is relevant to PPA Specialists' work may be substituted for up to two of the Webinars. Notification of the substitution must be provided to and pre-approved by ECOLOGY at least two weeks in advance of the Webinar.

Table 6: Tentative Training Schedule (subject to change)

Date	Type
August 12, 2020	Webinar
September 16-17, 2020	All Staff Training
October 14, 2020	Webinar
December 9, 2020	Webinar
January 13, 2021	Webinar
February 10, 2021	Webinar
March 10-11, 2021	Webinar or All Staff training*
April 14-15, 2021	Webinar or All Staff training*
May 12, 2021	Webinar
June 9, 2021	Webinar
July, 2021	No training
August 11, 2021	Webinar
September 8-9, 2021	Webinar or All Staff Training*
October 13-14, 2021	Webinar or All Staff Training*
November 10, 2021	Webinar
December 8, 2021	Webinar
January 12, 2022	Webinar
February 9, 2022	Webinar
March 9-10, 2022	Webinar or All Staff Training*
April 13-14, 2022	Webinar or All Staff Training*
May 11, 2022	Webinar
June 8, 2022	Webinar
* When possible an in-person All Staff Training will be held in conjunction with the NW Chapter Annual Conference.	

Section IX. Reporting and Contract Changes

Quarterly Progress Reports

A brief progress report shall be submitted quarterly with the invoice (see schedule in Section X). This report should indicate the work completed during the quarter and billed on the invoice, including the type and number of visits conducted, progress on Unique Program Elements, and any other information regarding contract performance that should be brought to ECOLOGY's attention. The Progress report must also include the number of visits where the PRP was presented and discussed. The Progress report should only include the status of the work conducted during the quarter and NOT include a roll-up of progress to-date since it services as backup documentation for the expenses included in the quarterly invoicing.

Annual Reports

Annual reports are used to briefly summarizing contract status to-date including: number of site visits performed, Unique Program Element activities conducted, Technical Assistance Target activities conducted, lessons learned, and budget status shall be provided to ECOLOGY by July 31, 2021 and July 31, 2022. The report shall include two to three 'case studies' of a business or organization that benefitted from a PPA site visit. Photographs of the business before and after the visit, showing the beneficial changes should be provided, if at all possible. The second year annual report should capture details for the

full contract period as ECOLOGY will use these reports to create a biennial report on the Partnership. ECOLOGY will make report templates available on the PPA Partnership SharePoint.

Contract Changes

Any of the following changes shall be reported to the ECOLOGY PPA Partnership Coordinator within 10 business days:

- Key personnel changes (staff or manager leaving, new hires, etc.)
- Initiation of or changes to a subcontract (see Section 18 of the Interagency Agreement for specific information that is required regarding subcontractors)

Section X. Invoicing

Invoice (billing) procedures are outlined in the Interagency Agreement, (see Section 4). In addition the following information is provided:

- See also Appendix A, Statement of Work, Section V.
- The Invoice Voucher (form A19-1A) must have a wet signature or scanned if submitted electronically. If submitting a scanned copy, the CONTRACTOR will retain original signed A-19-1A in CONTRACTOR records per record retention requirements.
- Support documents may be submitted via email.
- Each invoice shall only bill for actual hours worked during the quarter which may be higher or lower than the FTE estimate in Section I, Table 1 of Appendix A, *Statement of Work*.
- Quarterly invoicing will follow the schedule in Table 7.

Table 7: Invoicing Schedule

Quarter	Months	Due Date
1	July, August, September 2020	November 10, 2020
2	October, November, December 2020	February 10, 2021
3	January, February, March 2021	May 10, 2021
4	April, May, June 2021	July 31, 2021 (earlier Due Date due to end of fiscal year requirements)
5	July, August, September 2021	November 10, 2021
6	October, November, December 2021	February 10, 2022
7	January, February, March 2022	May 10, 2022
8	April, May, June 2022	July 31, 2022 (earlier Due Date due to end of biennium requirements)

Section XI. Resources

The following are resources to materials referenced in this contract. Links to and the resources listed are subject to change.

- PPA Partnership SharePoint:
<https://partnerweb.ecy.wa.gov/sites/HWTR/LSC2016/SitePages/Home.aspx>
- LSC Database:
<http://ecyaphwtr/lsc/Home.aspx>
- Invoice Voucher A19-1A:
<https://des.wa.gov/sites/default/files/public/documents/HRPayroll/SACS/A-19-1AForm.doc?=5c82f>
- Partnership Report Templates:
<https://partnerweb.ecy.wa.gov/sites/HWTR/LSC2016/Templates/Forms/AllItems.aspx>
- Travel Per Diem Rates:
<https://www.ofm.wa.gov/sites/default/files/public/resources/travel/colormap.pdf>

APPENDIX B BUDGET DETAIL

See section #3, *Compensation*, and #4, *Billing and Payment Procedures* for additional information.

Category		Amount
Salaries*		\$37,730.00
Benefits*		\$2,925.00
Goods & Services (see Table A)		\$53,858.00
Equipment (see Table B)		\$0
Travel/Training		\$1,950.00
Subtotal Direct Costs		\$96,463.00
Indirect Costs*	Rate (%)	21%
	Indirect amount	\$8,537.00
Total Award		\$105,000.00

* Applied to Salaries & Benefits only

Table A.

Goods & Services (items over \$1000 must be listed here or approved by ECOLOGY prior to reimbursement)	Estimated Cost
Waste audits	\$30,000.00 (up to \$850/assessment)
Safe Pest Control webinars- WSU Extension	\$15,500.00
Spill kits, containment pallets, drain covers, drain markers, etc.	\$5,672.00
Social media ads, print materials, supplies	\$2,600.00

Table B.

Equipment (items over \$1000 must be listed here or approved by ECOLOGY prior to reimbursement)	Estimated Cost

APPENDIX C

SPECIAL TERMS AND CONDITIONS

1) Certification Regarding Suspension, Debarment, Ineligibility Or Voluntary Exclusion

- a) CONTRACTOR, by signing this agreement, certifies that it is not suspended, debarred, proposed for debarment, declared ineligible or otherwise excluded from contracting with the federal government, or from receiving contracts paid for with federal funds. If the CONTRACTOR is unable to certify to the statements contained in the certification, they must provide an explanation as to why they cannot.
 - b) CONTRACTOR shall provide immediate written notice to ECOLOGY if at any time the CONTRACTOR learns that its certification was erroneous when submitted or had become erroneous by reason of changed circumstances.
 - c) The terms covered transaction, debarred, suspended, ineligible, lower tier covered transaction, participant, person, primary covered transaction, principal, proposal, and voluntarily excluded, as used in this clause, have the meaning set out in the Definitions and Coverage sections of rules implementing Executive Order 12549. You may contact ECOLOGY for assistance in obtaining a copy of those regulations.
 - d) CONTRACTOR agrees it shall not knowingly enter into any lower tier covered transaction with a person who is proposed for debarment under the applicable Code of Federal Regulations, debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction.
 - e) CONTRACTOR further agrees by signing this agreement, that it will include this clause titled "CERTIFICATION REGARDING SUSPENSION, DEBARMENT, INELIGIBILITY OR VOLUNTARY EXCLUSION" without modification in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
 - f) Pursuant to 2CFR180.330, the CONTRACTOR is responsible for ensuring that any lower tier covered transaction complies with certification of suspension and debarment requirements.
 - g) CONTRACTOR acknowledges that failing to disclose the information required in the Code of Federal Regulations may result in the delay or negation of this funding agreement, or pursuance of legal remedies, including suspension and debarment.
 - h) CONTRACTOR agrees to keep proof in its agreement file, that it, and all lower tier CONTRACTORS or subcontractors, are not suspended or debarred, and will make this proof available to ECOLOGY before requests for reimbursements will be approved for payment. CONTRACTOR must run a search in <http://www.sam.gov> and print a copy of completed searches to document proof of compliance.
-



Staff Report 012-21

TO: Mayor and City Council

FROM: Eric Holmes, City Manager

DATE: 1/11/2021
1/25/2021

SUBJECT Amendments to VMC Title 14

Key Points

- The attached ordinance clarifies several items within the Water, Sewer, Surface Water ordinances pertaining to definitions, regulations, and charges.
- Aligns code with current business practices and policies.

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

Present Situation

Staff continually proposes code updates, clarifications, and changes as needed. The reasons for the changes included with this ordinance are as follows:

- Section 14.04.190 (K) 2 - Increases maximum customer emergency assistance from \$200 to \$400 per household to keep pace with recent rate increases. The amount has not been adjusted since 2011. Adds a provision to allow for future increases to be done administratively.
- Section 14.04.230 (A) 1 - Decreases the single-family fixed sewer rates to be based on an average monthly usage of 8 CCF from 10 CCF when no usage history is available. This reduction better reflects usage trends over the past several years.
- Section 14.04.230 (A) 2 - Updates language for calculating residential year-round sewer usage based on winter average to reflect current utility billing business practices and policies. Updated text to be gender neutral.
- Section 14.04.230 (A) 4 - Adjusts septage rate from \$140.00 to \$155.00 per 1,000 gallons

to reflect operating and capital increases since 2019. Removes references to tipping fees, Clark County Health District, and Septic System Preventative Maintenance Program since they are no longer applicable. Adds sentence back into ordinance allowing annual administrative adjustments to the septage rate. The sentence was inadvertently left off the November 2020 ordinance update.

- Section 14.09.060 (C) 2 - Adds sentence back into ordinance clarifying how the surface water rate is calculated for mobile homes. The sentence was inadvertently left off the November, 2020 ordinance update.
- Clarifies that Phase 1, Phase 2, or Secondary Permittees qualify for surface water rate reductions provided certain criteria are met as listed in the ordinance.

Advantage(s)

1. Aligns code with current business practices and policies.
2. Corrects minor errors in the code.
3. Provides more clarity to rate payers.
4. Ensures utilities are collecting appropriate revenues for certain services provided.

Disadvantage(s)

Septage fees will be increased.

Budget Impact

The proposed changes will have negligible impacts on the budget of the Water, Sewer, and Surface Water utilities. The proposed increase in septage fees is estimated to generate approximately \$116,000 in additional annual revenue.

Prior Council Review

Briefing memo delivered Dec. 29, 2020.

Action Requested

Approve ordinance on first reading, setting date of second reading and public hearing for Monday, January 25, 2021.

Chris Malone, Public Works Finance and Asset Manager, 360-487-7711

ATTACHMENTS:

- ▢ Ordinance
- ▢ Summary of proposed changes to VMC 14
- ▢ Background memo

01/11/21
01/25/21

ORDINANCE NO. M-_____

AN ORDINANCE related to the sewer and surface water utility user charges, amending Vancouver Municipal Code Sections 14.04.190, 14.04.230 and 14.09.060; providing for a savings clause, and providing for an effective date.

WHEREAS, it is in the public interest to amend certain sections of Title 14 of the Vancouver Municipal Code (“VMC”) to reflect current billing policies and practices; update the customer emergency assistance maximum credit; correct outdated information about discharging septage; and clarify who qualifies for surface water rate reductions; and

WHEREAS, with proper notice to the public, the City Council conducted a first reading of the proposed ordinance on January 11, 2021, and a public hearing concerning the ordinance and proposed code changes on January 25, 2021.

NOW, THEREFORE,

BE IT ORDAINED BY THE CITY OF VANCOUVER:

SECTION 1. Vancouver Municipal Code Section 14.04.190, as last amended by Ordinance M-4022, Section 12, is hereby amended to read as follows:

Section 14.04.190 Billing procedure and conditions.

A. *Billing Period.* Bills for metered water service shall be rendered according to the registration of the meter at regular intervals and shall be due and payable upon mailing. Bills shall clearly state when they will be considered delinquent; provided that no bill shall be considered delinquent until at least fifteen days after mailing.

B. *Reading Meters.* Residential meters shall be read as nearly as possible at regular

intervals, unless otherwise arranged by the department. There shall be no special vacation rate or reduction made on any water bill because of part-time or restricted use. If a meter is pulled and the account is closed at the customer's request or if the account has been inactive for more than five (5) years, upon installation of a new meter, all new meter installation fees shall apply.

C. *Billing When Meter Unread.* On metered service where the meter has not been read, the bill rendered shall be an average bill for the preceding year or applicable portion of year.

D. *Billing for Special Periods.* Opening and closing bills and bills for water service for periods less than the regular intervals shall be calculated on a pro rata basis.

E. *Bills for Special Services.* All bills for service charges, material and labor furnished, contributions to extensions and other authorized charges, shall be due and payable immediately upon presentation. If such bills are not paid, the department may refuse to furnish water service, and may shut off and discontinue service already being supplied until all bills are paid, and this without prejudice to its right to collect all amounts theretofore due.

F. *Separate Billing for Separate Meters.* When one customer is served by more than one meter on separate service lines, the meter minimum for each meter and the surcharge for water supplied may be calculated and billed separately.

G. *Responsibility for Joint Use.* When more than one consumer, whether a family, business, or other person, receives water through one meter on a single service line, in one building, and it is found impractical by the department to separate the water piping for each consumer, the customer shall be solely responsible and shall pay the total bill for such joint water service.

H. *Joint Consumer Responsibility.* All service to joint consumers shall be on the basis that if it becomes necessary to enforce these rules and regulations against any or all joint

consumers that the department shall have the right to shut off the entire supply to all the joint consumers. Separate meters shall be installed and separate bills rendered to each consumer if the customer separates the piping and installs individual supply pipes from the property line.

I. *Separate Billings Required.* When two or more houses, buildings or other premises occupied by separate consumers are supplied from a single service connection, the customer shall immediately, upon notice from the department, separate each customer's lines and connect up individually to meters at the property line, and if separate services are not established within a reasonable time thereafter, the department may shut off the water and refuse further service to all such consumers.

J. *Billing Before Lines are Separated.* Until the joint consumer lines are separated, computation of the total bill shall be made by multiplying the quantity in each bracket of the rate schedule by the number of consumers on one meter. The minimum charge shall be the regular minimum charge multiplied by the number of consumers served.

K. *Customer Emergency Assistance.*

1. *Eligibility.* Upon satisfactory proof, emergency assistance may be issued to each household for which:

- a. A member of the household is billed by the city for water services;
- b. The household has been verified by the city or the city's agent:

1. To have an annual income that, when combined with the annual income of all household members, meets the eligibility standards for the Low Income Energy Assistance Program (LIHEAP) authorized by the Low Income Home Energy Assistance Act of 1981, the Omnibus Budget Reconciliation Act of 1981, the Energy Policy Act of 2005, Public Law 109-58; and

2. To not receive subsidized housing assistance.

c. The household has received notice from the city that payment or payment arrangements must be made to prevent disconnection;

d. The household is served with city water service at a residential, single-family account.

2. *Emergency credit – Maximum.* Upon verification of eligibility, the household may receive an emergency credit of a maximum of ~~two~~ four hundred (~~\$200~~) dollars (\$400) of the delinquent bill for the service address; provided that the household may only receive such credit once in a twenty-four (24) calendar month period. The household emergency credit maximum may be adjusted not more than once per calendar year by the Director to address the impacts of future rate increases.

3. *Administrative rules and procedures.* Pursuant to VMC [14.04.020](#) and this section, the Director of Public Works jointly with the Director of Financial and Management Services shall promulgate administrative rules and procedures not inconsistent with this section to implement the customer emergency assistance program.

SECTION 2. Vancouver Municipal Code Section 14.04.230 as last amended by Ordinance M-4315, Section 2 is hereby amended to read as follows:

Section 14.04.230 Sanitary sewer service--User charges.

A. Monthly User Charges.

1. *Residential Customers.* Each residential customer shall pay a monthly user charge as follows:

Effective January 1, 2020

Customer Class	Inside City Limits	Outside City Limits
a. Single-Family Residential	\$58.04 per mo. or \$5.80 CCF	\$87.06 per mo. or \$8.71 per CCF
b. Multi-Family Residential	\$46.43 per mo. or \$5.80 per CCF	\$69.65 per mo. or \$8.71 per CCF
c. Non-Profit Shelter	\$1.57 per CCF	\$2.35 per CCF

Effective January 1, 2021

Customer Class	Inside City Limits	Outside City Limits
a. Single-Family Residential	\$59.78 <u>\$47.84</u> per mo. or \$5.98 per CCF	\$89.67 <u>\$71.76</u> per mo. or \$8.97 per CCF
b. Multi-Family Residential	\$47.83 <u>\$47.84</u> per mo. or \$5.98 per CCF	\$71.74 <u>\$71.76</u> per mo. or \$8.97 per CCF
c. Non-Profit Shelter	\$1.62 per CCF	\$2.42 per CCF

Effective January 1, 2022

Customer Class	Inside City Limits	Outside City Limits
a. Single-Family Residential	\$61.58 <u>\$49.28</u> per mo. or \$6.16 per CCF	\$92.36 <u>\$73.92</u> per mo. or \$9.24 per CCF
b. Multi-Family Residential	\$49.26 <u>\$49.28</u> per mo. or \$6.16 per CCF	\$73.89 <u>\$73.92</u> per mo. or \$9.24 per CCF
c. Non-Profit Shelter	\$1.66 per CCF	\$2.50 per CCF

2. Sewer charges for each single-family or multifamily residential customer shall be based upon that customer's average water usage, recorded when meters are normally read for billing purposes, within the previous January-March window, ~~either in the previous November/January billing period or in the previous December/February billing period~~

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~~provided e~~Each customer, other than qualifying low-income seniors as defined in subsection (A)(2)(E) ~~2(e)~~ of this section, is subject to a minimum volume charge of 3 CCF per month.

A. Single-family or multi-family residential customers ~~who have "a complete two-month water consumption history" in either of the two billing periods specified above,~~ shall be charged an average 60 day consumption of the billing periods specified above at the applicable inside city or outside city rate per CCF for sewer as set forth in section 1 above subsection (A)(1) of this section. For new accounts in which the two month water consumption history has not been established, the Director may establish an interim rate ~~may be established by the Director of Public Works~~ in accordance with department policies. The Director ~~of Public Works~~ shall approve a written policy for the setting of this interim rate that will include, but not be limited to, how the interim rate is calculated.

B. The applicable inside city or outside city flat rate set forth in ~~section 1 above~~ subsection (A)(1) of this section shall be used as the monthly sewer billing rate for any customer for whom for any reason the provisions of this subsection cannot be used.

C. The Utilities Division shall develop written rules consistent with this subsection and this ordinance for the fair and efficient administration of such sewer rate.

D. For the purpose of applying the rates as set forth in subsection (A)(1)(c) above, the term “non-profit shelter” shall be defined to mean a facility operated by a non-profit organization that provides clients with on-site food, beds or shelter for free or at significantly below market rates.

E. For the purpose of applying the low income senior minimum sewer flow waiver as set forth in subsection (A)(2) above, applicants shall meet the following:

1. Applications shall be obtained from and filed with the ~~Public Works director,~~ ~~or his or her~~ Director or their designee. The application shall be on a form prescribed by the ~~Public Works director~~ Director, and shall contain the information necessary to evaluate the applicant's qualification for the low income senior minimum sewer flow waiver.

a. Submission of an application for a utility discount shall constitute a verification by the applicant that all information provided in such application is true and correct to the best of the applicant's knowledge.

b. Once approved by the department, the application shall become effective the next billing cycle after approval of the application.

c. Each application is effective for 12 months commencing the first month the reduced rate becomes effective for the applicant. It shall be the sole responsibility of the applicant to reapply for successive 12-month periods of eligibility.

d. The rate reduction shall only apply to utility charges for service to a residence. The residence for which the rate reduction is requested must be the applicant's principal place of residence.

e. The applicant must be the head of the household for the residence for which the rate reduction is requested.

f. The utility account must be in the applicant's name or the name of the applicant's spouse.

2. For purposes of this section, the term "low-income senior" shall be defined as follows:

a. Be 62 years of age or older at all times during any period for which a minimum sewer flow waiver is requested; and

b. Have been a sewer customer of the city at all times during any period for which a minimum sewer flow waiver is requested; and

c. Have an income during the calendar year or portion thereof for which a minimum sewer flow waiver is requested, from all sources whatsoever, either (1) not exceeding 200 percent of the Federal Poverty Guidelines for a household of any size as published by the Secretary of Housing and Urban Development or (2) not exceeding the income qualification for low-income seniors set forth in RCW 84.36.381(5)(a), whichever is greater.

3. *Commercial, Industrial, Electronics and Government Customers.* Each such customer shall pay a monthly user charge per hundred cubic feet (CCF) as follows; provided, each such customer is subject to a minimum user charge equal to the applicable inside or outside city flat monthly rate for one single-family service set forth in subsection (A)(1) of this section:

Effective January 1, 2020:

Customer Class	Inside City Limits	Outside City Limits
a. Commercial	\$6.80 per CCF	\$10.20 per CCF
b. Government	\$4.16 per CCF	\$6.24 per CCF
c. Industrial	\$7.04 per CCF	\$10.56 per CCF
d. Electronics	\$5.18 per CCF ¹⁵	\$7.77 per CCF ¹⁶

Notes for Electronic Customer Class - Effective January 1, 2020 - December 31, 2020:

¹⁵ For monthly average flows above 2.88 million gallons per day, the rate shall be \$4.14 per CCF.

¹⁶ For monthly average flows above 2.88 million gallons per day, the rate shall be \$6.21 per CCF.

Effective January 1, 2021:

Customer Class	Inside City Limits	Outside City Limits
a. Commercial	\$7.01 per CCF	\$10.51 per CCF
b. Government	\$4.28 per CCF	\$6.42 per CCF
c. Industrial	\$7.25 per CCF	\$10.87 per CCF
d. Electronics	\$5.33 per CCF ¹⁷	\$8.00 per CCF ¹⁸

Notes for Electronic Customer Class - Effective January 1, 2021 - December 31, 2021:

¹⁷ For monthly average flows above 2.88 million gallons per day, the rate shall be \$4.27 per CCF.

¹⁸ For monthly average flows above 2.88 million gallons per day, the rate shall be \$6.40 per CCF.

Effective January 1, 2022:

Customer Class	Inside City Limits	Outside City Limits
a. Commercial	\$7.22 per CCF	\$10.82 per CCF
b. Government	\$4.41 per CCF	\$6.62 per CCF
c. Industrial	\$7.47 per CCF	\$11.20 per CCF
d. Electronics	\$5.49 per CCF ¹⁹	\$8.24 per CCF ²⁰

Notes for Electronic Customer Class - Effective January 1, 2022 - December 31, 2022:

¹⁹ For monthly average flows above 2.88 million gallons per day, the rate shall be \$4.39 per CCF.

²⁰ For monthly average flows above 2.88 million gallons per day, the rate shall be \$6.59 per CCF.

4. The rate for discharging septage at the City's Publicly Owned Treatment Works (POTW) as provided for in ~~VMC~~Chapter 5.72 VMC effective January 1, ~~2013~~2021, shall be \$155.00 for each one thousand (1,000) gallons, or fraction thereof discharged in to the POTW. ~~If required, there shall also be added to such charge a tipping fee as determined by the Clark County Public Health District to support the Department's Septic System Preventive Maintenance Program.~~ The rate for discharging septage at the city's POTW may be adjusted not more than once per calendar year by the Director to address the unique operational and capital needs associated with providing this service.

5. ~~INDUSTRIAL CUSTOMER~~"Industrial customer" is defined as an industrial user of the

public sewer system who:

a. Has a discharge flow of ten thousand gallons or processed wastewater or more per average work day; or

b. Has a concentration of biochemical oxygen demand (BOD) and suspended solids (SS) in excess of two hundred milligrams per liter per average work day; or

c. Is found by the city, State Department of Ecology or U.S. Environmental Protection Agency to have potential for a significant impact on the wastewater treatment system.

6. ~~ELECTRONICS USER~~ “Electronics user” is defined as an industrial user of the public sewer system who:

a. Has a discharge flow of five hundred thousand gallons or more per average work day; and

b. Has a concentration of biochemical oxygen demand (BOD) and suspended solids (SS) less than two hundred milligrams per liter per average work day.

B. *Liquids Not Originating From City Water System.* Any person discharging into the city sanitary sewerage system sewage which has in it liquids which did not originate from the city

water system shall meter or measure by some method approved by the Director of Public Works all water used in the premises, whether the water is obtained from the municipal water supply system or from wells, private water systems or other sources.

C. *Used Water Not Flowing Into Sewer System.* Where the user of water is such that a portion of all of the water used does not flow into a city sewer but is lost by evaporation or is used in manufacture or processes such as ice, beverages, foods or the like and the person in control provides proof of this fact and installs a meter or other measuring device approved by the Director of Public Works to measure the amount of water so used or lost, no charge shall be made for sewerage because of water so used or lost.

D. *Computation of Utility Rates.* For the purpose of computing water and sewer bills, all residences, regardless of number of units, shall be deemed residential, and each unit therein shall be deemed a residence. All other uses shall be deemed commercial, industrial or government.

SECTION 3. Vancouver Municipal Code Section 14.09.060, as last amended by Ordinance M-4315, Section 3, is hereby amended to read as follows:

Section 14.09.060 Rates for storm and surface water management.

A. Because all real property in the city contributes stormwater runoff to and/or benefits from the city's stormwater system, the owners thereof shall pay monthly charges as set forth in this section. Monthly charges will have two components as follows:

1. *Operation and Maintenance.* To provide for administrative and field operations,

billing, accounting, and for the maintenance, repair and upgrade of existing stormwater facilities.

2. *Capital Expenditures.* To provide for basin-wide and system master planning and subsequent capital improvement projects as identified in the stormwater capital plan.

B. The water and sewer utility is authorized to establish charges for the use and discharge to the city's stormwater system. Such charges shall be based on the cost of providing stormwater service to all properties within the city and may be different for properties receiving different classes of service. Monthly charges shall be established as follows:

Effective January 1, 2020

Single Family	Multi-Family	Commercial	Industrial
\$11.80 per month	\$11.80 per 2,500 sq. ft. hard surface per month (\$11.80 minimum)	\$11.80 per 2,500 sq. ft. hard surface per month (\$11.80 minimum)	\$11.80 per 2,500 sq. ft. hard surface per month (\$11.80 minimum)

Effective January 1, 2021

Single Family	Multi-Family	Commercial	Industrial
\$12.39 per month	\$12.39 per 2,500 sq. ft. hard surface per month (\$12.39 minimum)	\$12.39 per 2,500 sq. ft. hard surface per month (\$12.39 minimum)	\$12.39 per 2,500 sq. ft. hard surface per month (\$12.39 minimum)

Effective January 1, 2022

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Single Family	Multi-Family	Commercial	Industrial
\$13.01 month	\$13.01 per 2,500 sq. ft. hard surface per month (\$13.01 minimum)	\$13.01 per 2,500 sq. ft. hard surface per month (\$13.01 minimum)	\$13.01 per 2,500 sq. ft. hard surface per month (\$13.01 minimum)

C. "Multi-family customer" class shall apply to customers with living units that share a common wall.

1. Multi-family customers with two or more living units per meter will be charged the effective rate per 2,500 square feet of impervious surface.

2. Multi-family customers with one water meter per living unit will be charged the prevailing "Single-family customer rate" per unit. "Single-family customer rate" shall apply to mobile homes either on individual lots or in a mobile home park.

D. *State Highway Charge.* Pursuant to RCW 90.03.525, the monthly charge for all state highway properties within the city shall be 30 percent of the charge provided in paragraph B above, unless the city and state agree to a different rate or unless the court of competent jurisdiction holds otherwise.

E. *Application to Publicly Owned Properties.* Other publicly owned properties shall be charged at the industrial rate as set forth herein.

F. *Application to Active Gravel Mining Operations and Publicly Owned Streets, Alleys*

and Rights-of-Way. Active gravel mining operations, publicly owned streets, alleys and rights of way shall be charged at the State Highway Charge rate provided in paragraph D as set forth herein.

G. *Application to Certain Qualifying Properties*. For qualifying properties meeting all of the following criteria, the monthly charge shall be 30 percent of the charge provided in paragraph B above:

1. The qualifying property is subject to a stormwater management program regulated by and in compliance with the requirements for a Phase 1, Phase 2, or Secondary Permittee as defined by Special Condition S6 of the NPDES Western Washington Phase II Municipal Stormwater Permit, and as hereafter amended; and

2. The qualifying property does not discharge stormwater into the City of Vancouver surface water drainage system; and

3. If infiltrating on-site, water quality treatment shall meet current City of Vancouver and Department of Ecology standards and requirements for the land use.

Section 4. Savings. Those sections of any ordinances amended or repealed by this ordinance shall remain in full force and effect until the effective date of this ordinance.

Section 5. Effective date. This ordinance shall become effective January 1, 2021.

Read First Time: January 11, 2021

Ayes: Councilmembers

Nays: Councilmembers

Absent: Councilmembers

Read Second Time: January 25, 2021

PASSED BY THE FOLLOWING VOTE:

Ayes: Councilmembers

Nays: Councilmembers

Absent: Councilmembers

SIGNED this _____ day of _____, 2021

Anne McEnery-Ogle, Mayor

Attest:

Natasha Ramras, City Clerk

Approved as to form:

Jonathon Young, City Attorney

ORDINANCE - 16

SUMMARY

ORDINANCE NO. M_____

AN ORDINANCE relating to sewer and surface water use and Title 14 of the Vancouver Municipal Code; amending Vancouver Municipal Code sections 14.04.190, 14.04.230 and 14.09.060; providing for savings; and establishing an effective date.

The full text of this ordinance will be mailed upon request. Contact Raelyn McJilton, Records Officer at 487-8711, or via www.cityofvancouver.us (Go to City Government and Public Records).

**Summary of Proposed Changes for VMC Chapter 14 – Water, Sanitary Sewer and Surface Water
14.04 – Water and Sewer Use – Regulations and Charges; 14.09 – Stormwater Management – Regulations and Charges**

This list contains the proposed substantive changes. The complete proposal, including complete wording for all changes, is available separately.

Changed Section	Topic	Basis/Reason for Change
Section 14.04.190 (K) 2	Increase customer emergency assistance credit from \$200 to \$400 per household.	Increase credit to keep pace with rate increases in the past several years.
Section 14.04.190 (K) 2	Add sentence allowing public works director to annually adjust household maximum.	Allows for administrative increase to keep pace with future rate increases.
Section 14.04.230 (A) 1	Minor adjustment of fixed rates for 2021 and 2022.	Matches current billing policies and practices.
Section 14.04.230 (A) 2	Update language for sewer summertime usage to average within the January-March billing window.	Matches current billing policies and practices.
Section 14.04.230 (A)(2)(E)(1)	Update text to be gender neutral.	Update text to be gender neutral.
Section 14.04.230 (A) 4	Adjust septage rate from \$140.00 to \$155.00/1000 gallons to reflect administrative increases since 2019.	Administrative fee adjustment to reflect cost of service.
Section 14.04.230 (A) 4	Remove reference to tipping fees, Clark County Public Health District, and Septic System Preventative Maintenance Program.	Clark County Health Department utilizes property taxes to pay for this program therefore tipping fee not required.
Section 14.04.230 (A) 4	Add sentence back into ordinance for public works director annual septage fee adjustment.	Mistakenly removed when ordinance was updated in November, 2020.
Section 14.09.060 (C) 2	Add sentence back into ordinance for mobile home parks rate calculation.	Mistakenly removed when ordinance was updated in November, 2020.
Section 14.09.060 (G)	Clarify who qualifies for surface water rate reductions.	Phase 1, Phase 2, and Secondary Permittees qualify provided they meet the criteria in the ordinance.



MEMORANDUM

DATE: December 24, 2020

TO: Eric Holmes, City Manager

FROM: Chris Malone, Public Works Finance and Asset Manager

RE: Title 14 code revisions

CC: Dan Swensen; Brian Carlson

This memo helps explain the proposed changes to Title 14 of the Vancouver Municipal Code (VMC). First reading is currently scheduled for January 11, 2021 and second reading/public hearing is scheduled for January 25, 2021.

1. VMC 14.04.190 (K) 2

This amendment increases the maximum credit a household may received through the Customer Emergency Assistance program (aka Help to Others). The original maximum was \$200 per household implemented in 2011. Since then utility rates have increased so staff is proposing to increase the maximum to \$400 per household. This change will help the Customer Emergency Assistance program keep pace with rate increases. Staff is also proposing to add a sentence granting the Public Works Director the authority to annually administratively adjust the household maximum.

2. VMC 14.04.230 (A) 1

This amendment proposes to adjust the single-family residential fixed sewer rates to better reflect our billing policies and procedures. As allowed per VMC 14.04.230 (A)(2)(a), the Public Works Director has determined that 8 CCF per month would be more appropriate to use as an interim usage value to calculate a default sewer rate when a two-month history has not been established and better information is not available. Previously, the default rate calculation used 10 CCF per month for single-family customers. The 8 CCF per month more accurately reflects usage for the average single-family and multi-family customers (who are individually metered) based on usage trends over the past several years.

3. VMC 14.04.230 (A) 2

This amendment revises VMC code language to match our current business practices and policies and more clearly states how we calculate residential sewer utility bills for the year. Sewer utility bills are based on water usage. We calculate residential sewer bills based on winter water usage because account holders do not typically irrigate in the winter. As irrigation water does not end up in the sewer system, there are no variable sewer costs for irrigation water. Using winter water usage rates to calculate sewer rates provides more equitable year-round sewer billings for residential customers. (Note – non-residential customers who irrigate typically have their irrigation

system sub-metered on a “deduct meter” or as a separate irrigation account so that their sewer bill also does not include irrigation usage)

The existing version of this code section is a bit hard to follow and understand. In addition, the existing version of this section does not exactly match what the programming of our current billing systems is able to accomplish. The changes proposed accomplish the same goal of not billing for irrigation water in the sewer charges, aligns with the capabilities of our billing software, and follows our current and recent past business practices.

4. VMC 14.04.230 (A) (2) (E) (1)

Updates text to be gender neutral.

5. VMC 14.04.230 (A) 4

- Adjusts septage rate to \$155.00 per1000 gallons to reflect operational cost increases since 2019.
- Removes references to tipping fees, Clark County Health District, and Septic System Preventative Maintenance Program. The Clark County Health Department informed us that this sentence is no longer relevant or needed. Their septic tank program is now funded through a septic tank assessment charged to owners of septic tanks property collected on the property tax bill.
- Adds sentence back into the ordinance allowing the Public Works Director to administratively adjust the septage rate once per year. This sentence was in the ordinance previously but was inadvertently left out of the November 2020 update.

6. VMC 14.09.060 (C) 2

This amendment adds a sentence back into the ordinance clarifying how mobile home surface water rates are calculated. This sentence was in the ordinance previously but was inadvertently left out of the November 2020 update.

7. VMC 14.09.060 (G)

- This amendment clarifies who qualifies for a reduction in surface water rates. Currently Secondary NPDES Permittees (i.e. Port of Vancouver) are the only entities that qualify for the reduction under this code provision. However, Phase I and Phase 2 NPDES permittees have the same requirements as Secondary Permittees per the NPDES Western Washington Phase I and Phase II Stormwater Manual. Therefore, Phase 1, Phase 2 and Secondary Permittees should all qualify for the discount provided they meet the criteria in the ordinance. The logic behind this reduction is that these entities have their own stormwater permit with the State of Washington requiring monitoring, testing, and reporting. Therefore, the City provides a lesser level of service for these entities. Additionally, in order for these entities to qualify they must not discharge to City of Vancouver stormwater systems thereby reducing impacts to the City’s stormwater infrastructure. The remaining fee collected from these entities helps to protect City of Vancouver groundwater, stream restoration, wetland restoration, and other aspects of the City’s overall stormwater management program.
- Also added is a clarification that water quality treatment is required prior to infiltration in order to qualify for the reduction.
- This amendment stems from a request from Clark County, a Phase 1 entity, to be treated equally to Secondary Permittees.

I hope this information helps. Please let me know if there should be any questions.

VOUCHER APPROVAL

We, the undersigned council members of the City of Vancouver, Clark County, Washington, do hereby certify that the merchandise or services hereinafter specified have been received and that the vouchers listed below are approved for payment in the amount of:

\$ 2,981,412.74 this 11th day of January 2021.

MAYOR



AUDITING OFFICER

COUNCILMEMBER

COUNCILMEMBER

DATE	INCLUSIVE CHECK NUMBERS	CHECK TOTAL
December 29, 2020 - January 4, 2021	Accounts Payable Checks (see attached)	\$ 2,922,980.59
December 29, 2020 - January 4, 2021	Hansen City Payments (see attached)	\$ 2,976.08
December 29, 2020 - January 4, 2021	Visa Refunds (see attached)	\$ -
December 29, 2020 - January 4, 2021	Payroll Checks (see attached)	\$ 55,456.07
TOTAL		\$ 2,981,412.74

INVOICE PAYMENTS REPORT

<u>Payment Category</u>	<u>Payment Type</u>	<u>Check Number</u>	<u>Payment Date</u>	<u>Payment Amount</u>	<u>Payment Payee</u>	<u>Payment Memo if applicable</u>
Supplier Payment	Manual Wire	No Reference	12/29/2020	8,261.49	Bank Of America N.A. - Remit-To: Charlotte NC	
Supplier Payment	Manual Wire	No Reference	12/29/2020	32,386.73	State of Oregon Department of Revenue	
Supplier Payment	Manual Wire	No Reference	12/29/2020	320,913.99	State of Washington Department of Revenue	
Supplier Payment	Manual Wire	No Reference	12/29/2020	16,111.70	Washington Dental Service	
Supplier Payment	Manual Wire	No Reference	12/30/2020	536,891.07	Blue Cross Blue Shield of Oregon	
Supplier Payment	Manual Wire	No Reference	12/30/2020	50,045.54	Gallagher Bassett Services Inc	
Supplier Payment	Manual Wire	No Reference	12/31/2020	886.43	Athlactron Holding	
Supplier Payment	Manual Wire	No Reference	12/31/2020	723.00	State of Washington Department of Licensing - Remit-To: DOL - Seattle Remit	
Supplier Payment	Manual Wire	No Reference	12/31/2020	748,534.84	State of Washington Department of Retirement System (PERS)	
Supplier Payment	Manual Wire	No Reference	1/4/2021	4,308.84	Internal Revenue Service	
Expense Payment	Direct Deposit	EFT-00084366	12/31/2020	107.00	Freddie Cruz	Employee Reimbursement
Expense Payment	Direct Deposit	EFT-00084367	12/31/2020	343.52	Mitch Bielas	Employee Reimbursement
Expense Payment	Direct Deposit	EFT-00084368	12/31/2020	330.00	Scott Boyer	Employee Reimbursement
Expense Payment	Direct Deposit	EFT-00084369	12/31/2020	225.00	Adam Allison	Employee Reimbursement
Expense Payment	Direct Deposit	EFT-00084370	12/31/2020	219.86	Tobiah Scott	Employee Reimbursement
Expense Payment	Direct Deposit	EFT-00084371	12/31/2020	195.11	Eugene Chargualaf	Employee Reimbursement
Expense Payment	Direct Deposit	EFT-00084372	12/31/2020	68.71	Pennie McCarty	Employee Reimbursement
Expense Payment	Direct Deposit	EFT-00084373	12/31/2020	129.00	Robert Skucas	Employee Reimbursement
Expense Payment	Direct Deposit	EFT-00084374	12/31/2020	36.63	Robert Givens	Employee Reimbursement
Expense Payment	Direct Deposit	EFT-00084375	12/31/2020	351.40	Kim Chen	Employee Reimbursement
Expense Payment	Direct Deposit	EFT-00084376	12/31/2020	200.00	Mel Anthony	Employee Reimbursement
Expense Payment	Direct Deposit	EFT-00084377	12/31/2020	374.85	Weston Dorszynski	Employee Reimbursement
Expense Payment	Direct Deposit	EFT-00084378	12/31/2020	55.70	Phillip Medina	Employee Reimbursement
Expense Payment	Direct Deposit	EFT-00084379	12/31/2020	162.75	Daniel O'Meara	Employee Reimbursement
Supplier Payment	EFT	EFT-00084380	12/31/2020	100,192.52	Clark County - Remit-To: Clark County - Treasurer Vancouver	
Supplier Payment	EFT	EFT-00084381	12/31/2020	3,729.80	McKesson Medical Surgical Inc	
Supplier Payment	EFT	EFT-00084382	12/31/2020	484.00	Rotschy Inc	
Supplier Payment	EFT	EFT-00084383	12/31/2020	6,165.50	Toole Design Group, LLC	
Supplier Payment	EFT	EFT-00084384	12/31/2020	20,089.09	Lynn K Wittwer MD PC	
Supplier Payment	EFT	EFT-00084385	12/31/2020	58,461.52	Summerhill Inspections LLC	
Supplier Payment	EFT	EFT-00084386	12/31/2020	148,701.41	Clark and Sons Excavating Inc	
Supplier Payment	EFT	EFT-00084387	12/31/2020	4,261.35	Emerald Services Inc	
Supplier Payment	EFT	EFT-00084388	12/31/2020	20,796.65	Metereaders LLC	
Supplier Payment	EFT	EFT-00084389	12/31/2020	262,868.81	Halme Excavating Inc	
Customer Refund	Check	19215	12/30/2020	65.18	MICHAEL PLUMB	Stays overpayment
Customer Refund	Check	19216	12/30/2020	64.36	SAMANTHA JORDAN	Stays overpayment
Ad Hoc Payment	Check	19217	12/30/2020	71.00	4 A ROOFING	RES-292286

INVOICE PAYMENTS REPORT

<u>Payment Category</u>	<u>Payment Type</u>	<u>Check Number</u>	<u>Payment Date</u>	<u>Payment Amount</u>	<u>Payment Payee</u>	<u>Payment Memo if applicable</u>
Ad Hoc Payment	Check	19218	12/30/2020	6,341.40	AAA Septic Service	Inv #18-20508 (Ayala)
Ad Hoc Payment	Check	19219	12/30/2020	93.45	Accurate Electric Unlimited, Inc	MPE-293108 refund
Ad Hoc Payment	Check	19220	12/30/2020	92.55	Ackerman,Wendy	Utility Refunds: 0126001660-01
Ad Hoc Payment	Check	19221	12/30/2020	41.13	Aho Construction Inc	Utility Refunds: 0500003825-01
Ad Hoc Payment	Check	19222	12/30/2020	109.68	Alexandria Huff	refund parking permit COV09328
Ad Hoc Payment	Check	19223	12/30/2020	61.36	Annanie,Douglas	Utility Refunds: 0083010234-04
Ad Hoc Payment	Check	19224	12/30/2020	33.64	Annanie,Douglas and Amy	Utility Refunds: 0083010234-04
Ad Hoc Payment	Check	19225	12/30/2020	133.00	Antonio Mckinney	Utility Refunds: 0006073800-04 Consolidated refund created from multiple refunds
Ad Hoc Payment	Check	19226	12/30/2020	321.00	Barbara Pappan , Trustee	Utility Refunds: 0000004491-02
Ad Hoc Payment	Check	19227	12/30/2020	63.99	Benner,Robert	Utility Refunds: 0101000604-11
Ad Hoc Payment	Check	19228	12/30/2020	85.66	Bradley Belanger	Utility Refunds: 0071098360-01
Ad Hoc Payment	Check	19229	12/30/2020	40.00	Brian / Leanne McClary	refund overpmt alarm
Ad Hoc Payment	Check	19230	12/30/2020	13.26	Brian Hanline	refund pkg permit COV01195
Ad Hoc Payment	Check	19231	12/30/2020	42.16	Cameron Thomas and Pilar Patos	Utility Refunds: 0067049504-08
Ad Hoc Payment	Check	19232	12/30/2020	150.15	Cathy King	Utility Refunds: 0000001800-02
Ad Hoc Payment	Check	19233	12/30/2020	84.98	Celia Klundt	Utility Refunds: 0017097818-00
Ad Hoc Payment	Check	19234	12/30/2020	102.34	Charity and Brad Belanger	Utility Refunds: 0071098360-01
Ad Hoc Payment	Check	19235	12/30/2020	33.00	Columbia River Veterinary Specialists	refund overpmt CIVICGOV Inv #77021333
Ad Hoc Payment	Check	19236	12/30/2020	21.86	Crooks,Richard	Utility Refunds: 0075001518-03
Ad Hoc Payment	Check	19237	12/30/2020	49.21	Curran-Sejkora,Elizabeth	Utility Refunds: 0500001924-02
Ad Hoc Payment	Check	19238	12/30/2020	28.18	Dao,Danny and Phuong Thi	Utility Refunds: 0000007706-02
Ad Hoc Payment	Check	19239	12/30/2020	30.96	Darren and Citlalli Oceguela,Trustees	Utility Refunds: 0071036300-03
Ad Hoc Payment	Check	19240	12/30/2020	42.50	Darter Construction LLC	Utility Refunds: 0500003833-02
Ad Hoc Payment	Check	19241	12/30/2020	208.18	Davis,Robert and Crystalyln	Utility Refunds: 0146002008-03
Ad Hoc Payment	Check	19242	12/30/2020	132.00	Dawn Tec Yah	Utility Refunds: 0074016700-07 Consolidated refund created from multiple refunds
Ad Hoc Payment	Check	19243	12/30/2020	500.00	Dearris Terrell Riley	201230 VPD Reimbursement
Ad Hoc Payment	Check	19244	12/30/2020	408.25	Douglas King	Utility Refunds: 0000003521-02
Ad Hoc Payment	Check	19245	12/30/2020	148.79	Dowdy,Ray and Donna	Utility Refunds: 0079086700-03
Ad Hoc Payment	Check	19246	12/30/2020	187.97	Dupraw,Paul and Margaret	Utility Refunds: 0127011330-07
Ad Hoc Payment	Check	19247	12/30/2020	75.66	Dzyubanyuk,Pavel and Nataliya	Utility Refunds: 0112089970-07
Ad Hoc Payment	Check	19248	12/30/2020	5,203.20	Earthworks Excavating Services Inc	Inv #WA265-20 (Equinox)
Ad Hoc Payment	Check	19249	12/30/2020	5,962.00	Earthworks Excavating Services Inc	Inv #WA264-20 (Olinger)
Ad Hoc Payment	Check	19250	12/30/2020	120.00	East Mill Plain Neighborhood Association	2020 RecycleU Grant
Ad Hoc Payment	Check	19251	12/30/2020	105.27	Eckman,Valerie and Paul	Utility Refunds: 0000007216-02
Ad Hoc Payment	Check	19252	12/30/2020	371.62	Elizabeth D and John H Bentley	Utility Refunds: 0079091016-08
Ad Hoc Payment	Check	19253	12/30/2020	129.50	Eric & Catherine McIntyre	Utility Refunds: 0000007143-02
Ad Hoc Payment	Check	19254	12/30/2020	82.00	Eric and Kimberly Branstetter	Utility Refunds: 0065040700-11
Ad Hoc Payment	Check	19255	12/30/2020	25.00	Fabricio Quinonez	refund overpmt pkg cit #7202302991
Ad Hoc Payment	Check	19256	12/30/2020	2,507.00	Federal Bureau of Prisons	201230 VPD Reimbursement
Ad Hoc Payment	Check	19257	12/30/2020	41.31	Fisher,Roger	Utility Refunds: 0051048800-02
Ad Hoc Payment	Check	19258	12/30/2020	250.00	Freitas,Ted and Patti	Utility Refunds: 0113015050-08 Consolidated refund created from multiple refunds
Ad Hoc Payment	Check	19259	12/30/2020	231.82	Gabriel Trustees,Carol and Peter	Utility Refunds: 0056036500-01
Ad Hoc Payment	Check	19260	12/30/2020	81.89	Gail & Darren Smith	Utility Refunds: 0000003116-03
Ad Hoc Payment	Check	19261	12/30/2020	35.00	Gandhi Harb	refund overpmt pkg cit #720250118
Ad Hoc Payment	Check	19262	12/30/2020	305.24	GEOFF ENGLER	VOUCHER 2008017.030
Ad Hoc Payment	Check	19263	12/30/2020	62.74	Gilbert,Robyn	Utility Refunds: 0116293560-04
Ad Hoc Payment	Check	19264	12/30/2020	20.00	Greenberry Industrial	refund alarm overpmt

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Ad Hoc Payment	Check	19265	12/30/2020	209.00	Heatherly,Barbara	Utility Refunds: 0126003230-03 Consolidated refund created from multiple refunds
Ad Hoc Payment	Check	19266	12/30/2020	58.40	Henco Plumbing Services	MPE-292123
Ad Hoc Payment	Check	19267	12/30/2020	88.24	Hendrickson,Christopher	Utility Refunds: 0091044000-11
Ad Hoc Payment	Check	19268	12/30/2020	100.63	Herontide LLC	Utility Refunds: 0000004081-02
Ad Hoc Payment	Check	19269	12/30/2020	148.99	Hill,Dixie	Utility Refunds: 0150008098-02
Ad Hoc Payment	Check	19270	12/30/2020	160.00	Huckerheide,Mark	Utility Refunds: 0085040100-01 Consolidated refund created from multiple refunds
Ad Hoc Payment	Check	19271	12/30/2020	76.55	James Bunker & Jean Louise Madison	Utility Refunds: 0000002399-02
Ad Hoc Payment	Check	19272	12/30/2020	51.80	Janet Fredrickson-Bauer, Personal Rep	Utility Refunds: 0020044700-16
Ad Hoc Payment	Check	19273	12/30/2020	54.20	Jenna Ann Straub	20201221
Ad Hoc Payment	Check	19274	12/30/2020	102.50	Jerry & Barbara Clark	Utility Refunds: 0008013650-03
Ad Hoc Payment	Check	19275	12/30/2020	122.19	Jian Lin	Utility Refunds: 0060080545-02
Ad Hoc Payment	Check	19276	12/30/2020	109.45	Jim Bunker	Utility Refunds: 0000002399-02
Ad Hoc Payment	Check	19277	12/30/2020	222.00	John & Laura Towers	Utility Refunds: 0038043900-01
Ad Hoc Payment	Check	19278	12/30/2020	20.00	Jordan Meade	refund alarm overpmt
Ad Hoc Payment	Check	19279	12/30/2020	141.04	Julia & Jeremie Krehbiel	Utility Refunds: 0044077935-04
Ad Hoc Payment	Check	19280	12/30/2020	58.40	Just-In-Time Electrical Inc	MPE-291743
Ad Hoc Payment	Check	19281	12/30/2020	68.71	Katie Brilz	refund parking permit COV0991
Ad Hoc Payment	Check	19282	12/30/2020	96.97	Kenneth & Pamela Downs	Utility Refunds: 0000003885-02
Ad Hoc Payment	Check	19283	12/30/2020	48.13	Kevin Young	Utility Refunds: 0029038400-07
Ad Hoc Payment	Check	19284	12/30/2020	76.00	Keys to Advancement Inc	refund overpmt CIVICGOV
Ad Hoc Payment	Check	19285	12/30/2020	52.26	Kingston Homes LLC	Utility Refunds: 0500003512-01
Ad Hoc Payment	Check	19286	12/30/2020	383.00	Kirk Lee	Utility Refunds: 0065040900-09 Consolidated refund created from multiple refunds
Ad Hoc Payment	Check	19287	12/30/2020	67.13	Klockars,Sandra and Mark	Utility Refunds: 0007024000-17
Ad Hoc Payment	Check	19288	12/30/2020	118.41	Koepl,Devin	Utility Refunds: 0051094900-11
Ad Hoc Payment	Check	19289	12/30/2020	122.20	Kohnke,Gaylyn	Utility Refunds: 0086000900-06
Ad Hoc Payment	Check	19290	12/30/2020	110.66	Kolesnik,Leonid and Tatyana	Utility Refunds: 0048044621-01
Ad Hoc Payment	Check	19291	12/30/2020	210.44	Kris & Brandy Lamet	Utility Refunds: 0000003058-02
Ad Hoc Payment	Check	19292	12/30/2020	38.67	Latitude 45	Utility Refunds: 0500002203-01
Ad Hoc Payment	Check	19293	12/30/2020	92.71	Law,Donna and Richard	Utility Refunds: 0056072900-04
Ad Hoc Payment	Check	19294	12/30/2020	62.38	Lawhorn,Karla	Utility Refunds: 0061034015-06
Ad Hoc Payment	Check	19295	12/30/2020	637.62	Lawhorn,Karla and Jerry	Utility Refunds: 0061034015-06
Ad Hoc Payment	Check	19296	12/30/2020	280.66	Lawrence & Heather Cavallero	Utility Refunds: 0000004465-03
Ad Hoc Payment	Check	19297	12/30/2020	90.14	Lin,Peter	Utility Refunds: 0107006008-05
Ad Hoc Payment	Check	19298	12/30/2020	145.60	Loffink,James and Linda	Utility Refunds: 0141003668-02
Ad Hoc Payment	Check	19299	12/30/2020	272.63	Louis Litzow	201230 VPD reimbursement
Ad Hoc Payment	Check	19300	12/30/2020	39.13	Lovell,Olivia	Utility Refunds: 0126000750-04
Ad Hoc Payment	Check	19301	12/30/2020	675.23	Luis Guzman	SDP-291471
Ad Hoc Payment	Check	19302	12/30/2020	33.98	Lungwitz Successor Trustee,Gary	Utility Refunds: 0048043700-09
Ad Hoc Payment	Check	19303	12/30/2020	237.00	Makhan and Kamaldip Uppal	Utility Refunds: 0070088762-02 Consolidated refund created from multiple refunds
Ad Hoc Payment	Check	19304	12/30/2020	186.24	Manor Homes Northwest LLC	Utility Refunds: 0500003927-01
Ad Hoc Payment	Check	19305	12/30/2020	35.23	Margaret Pera	Utility Refunds: 0000004813-02
Ad Hoc Payment	Check	19306	12/30/2020	188.26	Matt Williams & Sherri & Ioni Hutchison	Utility Refunds: 0023018810-04
Ad Hoc Payment	Check	19307	12/30/2020	280.00	McAuley,Daniel	Utility Refunds: 0117056050-03
Ad Hoc Payment	Check	19308	12/30/2020	77.86	Michael Grossman and Jamie Jensen	Utility Refunds: 0087047500-12
Ad Hoc Payment	Check	19309	12/30/2020	124.66	Michelle Lundberg	Utility Refunds: 0071030100-00
Ad Hoc Payment	Check	19310	12/30/2020	47.87	Moore,Allysha and Vincent	Utility Refunds: 0051055200-18

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Ad Hoc Payment	Check	19311	12/30/2020	61.12	Morgan,John and Lori	Utility Refunds: 0072067400-08
Ad Hoc Payment	Check	19312	12/30/2020	35.16	Most Real Estate LLC	Utility Refunds: 0006074003-04
Ad Hoc Payment	Check	19313	12/30/2020	43.12	Nadine J Calkins Revocable Trust	Utility Refunds: 0149001078-03
Ad Hoc Payment	Check	19314	12/30/2020	53.37	Nash-Holland Vancouvercenter Investors LLC	CMI-291187 refund
Ad Hoc Payment	Check	19315	12/30/2020	217.00	Neary,Jacob and Noelle	Utility Refunds: 0116000530-03
Ad Hoc Payment	Check	19316	12/30/2020	113.87	Norman,Terry and Thi	Utility Refunds: 0089018640-04
Ad Hoc Payment	Check	19317	12/30/2020	93.73	O'Shea,Lucinda	Utility Refunds: 0082020006-12
Ad Hoc Payment	Check	19318	12/30/2020	355.00	Oleg Martynovskiy	Utility Refunds: 0046012508-09 Consolidated refund created from multiple refunds
Ad Hoc Payment	Check	19319	12/30/2020	119.66	Olson,Roger	Utility Refunds: 0139000630-02
Ad Hoc Payment	Check	19320	12/30/2020	20.00	Pacific Gateroenterology Ferdows MD PHD	refund overpmt alarm
Ad Hoc Payment	Check	19321	12/30/2020	191.54	Padilla,Alfred and Jennifer	Utility Refunds: 0051058400-05
Ad Hoc Payment	Check	19322	12/30/2020	132.81	Pavel & Galina Storozhko	Utility Refunds: 0017081400-03
Ad Hoc Payment	Check	19323	12/30/2020	70.00	PCS	refund overpmt alarm
Ad Hoc Payment	Check	19324	12/30/2020	1,067.00	PDX Property Innovations LLC	MPE-292657
Ad Hoc Payment	Check	19325	12/30/2020	462.00	Perez,Ramon	Utility Refunds: 0046020400-08
Ad Hoc Payment	Check	19326	12/30/2020	97.81	Peter Lin and Jenny Fu	Utility Refunds: 0107006008-05
Ad Hoc Payment	Check	19327	12/30/2020	109.00	PHILIP MCCLELLAN	VOUCHER 2008015.030
Ad Hoc Payment	Check	19328	12/30/2020	244.19	Phillips, Frank and Brenda	Utility Refunds: 0103000077-02
Ad Hoc Payment	Check	19329	12/30/2020	52.68	Powell,Robert and Gina	Utility Refunds: 0091004000-21
Ad Hoc Payment	Check	19330	12/30/2020	486.25	Rearrick,Paul and Ruth	Utility Refunds: 0076001195-02
Ad Hoc Payment	Check	19331	12/30/2020	42.19	Richardson,Muriel	Utility Refunds: 0068075800-03
Ad Hoc Payment	Check	19332	12/30/2020	31.58	Rickey & Patricia Bowermaster	Utility Refunds: 0020050800-01
Ad Hoc Payment	Check	19333	12/30/2020	25.00	Roberta Lee White	refund parking cit #7202901797
Ad Hoc Payment	Check	19334	12/30/2020	186.01	Robert Benner and Carla Mattoon	Utility Refunds: 0101000604-11
Ad Hoc Payment	Check	19335	12/30/2020	4,752.10	Robert Lloyd	WTR-292252
Ad Hoc Payment	Check	19336	12/30/2020	175.50	Robert McIntire II and Stacy McIntire	Utility Refunds: 0067020400-06
Ad Hoc Payment	Check	19337	12/30/2020	91.00	Robert Whitbeck Sr	Utility Refunds: 0060073107-05 Consolidated refund created from multiple refunds
Ad Hoc Payment	Check	19338	12/30/2020	450.00	Romano Financial	WTR-288973 refund
Ad Hoc Payment	Check	19339	12/30/2020	21.72	Sampson,Ned	Utility Refunds: 0091031200-18
Ad Hoc Payment	Check	19340	12/30/2020	138.66	Santos,Ryan and Katie	Utility Refunds: 0000008277-02
Ad Hoc Payment	Check	19341	12/30/2020	66.64	Scheppach,Ellen	Utility Refunds: 0000005118-03
Ad Hoc Payment	Check	19342	12/30/2020	101.65	Sears,Kathryn	Utility Refunds: 0000007738-03
Ad Hoc Payment	Check	19343	12/30/2020	132.36	Sednev,Angela	Utility Refunds: 0138002540-03
Ad Hoc Payment	Check	19344	12/30/2020	107.95	Sergey and Irina Ruban	Utility Refunds: 0070002774-05
Ad Hoc Payment	Check	19345	12/30/2020	150.00	Shellie D Brann	Utility Refunds: 0002000112-01
Ad Hoc Payment	Check	19346	12/30/2020	4,123.54	Shelton Louie	20200605
Ad Hoc Payment	Check	19347	12/30/2020	89.71	Sherwin Williams	refund overpmt alarm
Ad Hoc Payment	Check	19348	12/30/2020	744.71	Simich,Michael and Katherine	Utility Refunds: 0165001970-05
Ad Hoc Payment	Check	19349	12/30/2020	101.67	Simmonds,Vicky	Utility Refunds: 0047086000-00
Ad Hoc Payment	Check	19350	12/30/2020	67.24	Smith,Helen	Utility Refunds: 0137001504-02
Ad Hoc Payment	Check	19351	12/30/2020	58.04	Smith,Reta	Utility Refunds: 0129003800-04
Ad Hoc Payment	Check	19352	12/30/2020	53.76	Smith,Stacey	Utility Refunds: 0137001504-02
Ad Hoc Payment	Check	19353	12/30/2020	47.84	Snow,David	Utility Refunds: 0104100010-03
Ad Hoc Payment	Check	19354	12/30/2020	106.65	Southwick,Michael and Lindsay	Utility Refunds: 0000008978-02
Ad Hoc Payment	Check	19355	12/30/2020	200.00	SPH Property One LLC	Utility Refunds: 0096060200-04 Consolidated refund created from multiple refunds
Ad Hoc Payment	Check	19356	12/30/2020	52.53	Stringer,Jason and Teresa	Utility Refunds: 0088011110-02

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Ad Hoc Payment	Check	19357	12/30/2020	251.00	Sumner Trustee,Lise	Utility Refunds: 0101000654-02 Consolidated refund created from multiple refunds
Ad Hoc Payment	Check	19358	12/30/2020	137.00	Terance Causgrove Trustee	Utility Refunds: 0000006641-02 Consolidated refund created from multiple refunds
Ad Hoc Payment	Check	19359	12/30/2020	105.24	Thang Tran	Utility Refunds: 0158001320-03
Ad Hoc Payment	Check	19360	12/30/2020	32.91	The Estate of,Glen Anthony Ponce	Utility Refunds: 0065022730-06
Ad Hoc Payment	Check	19361	12/30/2020	72.75	The Hunt Family Living Trust	Utility Refunds: 0072021600-02
Ad Hoc Payment	Check	19362	12/30/2020	496.76	Tina Johnson	Utility Refunds: 0117012090-05 Consolidated refund created from multiple refunds
Ad Hoc Payment	Check	19363	12/30/2020	332.51	Trevor and Stashia Barnes	Utility Refunds: 0070043200-15
Ad Hoc Payment	Check	19364	12/30/2020	187.45	Vicky L Matlock & Kimberly K Fellows	Utility Refunds: 0043083500-00
Ad Hoc Payment	Check	19365	12/30/2020	142.16	Victor arias Jr & Amanda Arias	Utility Refunds: 0019050800-12 Consolidated refund created from multiple refunds
Ad Hoc Payment	Check	19366	12/30/2020	71.00	VIP GENERAL CONTRACTING INC	RES-291735
Ad Hoc Payment	Check	19367	12/30/2020	54.16	Watson,Jesse and Ryan	Utility Refunds: 0059010900-27
Ad Hoc Payment	Check	19368	12/30/2020	76.00	When The Shoe Fits	refund overpmt CIVICGOV
Ad Hoc Payment	Check	19369	12/30/2020	70.76	Williams,Mary and Randy	Utility Refunds: 0108004075-03
Supplier Payment	Check	19370	12/30/2020	3,675.00	9030-5814 Quebec Inc	
Supplier Payment	Check	19371	12/30/2020	1,224.00	Accenture LLP	
Supplier Payment	Check	19372	12/30/2020	1,951.20	Action Technology Systems	
Supplier Payment	Check	19373	12/30/2020	1,000.00	ADK Electric Inc	
Supplier Payment	Check	19374	12/30/2020	329.23	Advance Stores Company Incorporated	
Supplier Payment	Check	19375	12/30/2020	90,785.20	Allcon LLC	
Supplier Payment	Check	19376	12/30/2020	17,295.83	Allegiance Benefit Plan Management Inc	
Supplier Payment	Check	19377	12/30/2020	8,580.00	Allegis Group Holdings Inc - Remit-To: TekSystems Inc - Atlanta	
Supplier Payment	Check	19378	12/30/2020	121.80	American Sani-Can	
Supplier Payment	Check	19379	12/30/2020	86.68	AT & T Mobility II LLC	
Supplier Payment	Check	19380	12/30/2020	3,500.00	BLX Group LLC - Remit-To: BLX - San Francisco	
Supplier Payment	Check	19381	12/30/2020	650.27	Bound Tree Medical LLC	
Supplier Payment	Check	19382	12/30/2020	4,960.38	C & J Contracting	
Supplier Payment	Check	19383	12/30/2020	1,961.76	Cascade Centers Inc	
Supplier Payment	Check	19384	12/30/2020	1,418.31	Cellco Partnership - Remit-To: Cellco - Dallas	
Supplier Payment	Check	19385	12/30/2020	8,114.53	CH2M Hill Engineers Inc - Remit-To: CH2M - Dallas	
Supplier Payment	Check	19386	12/30/2020	4,343.20	CH2M Hill Inc	
Supplier Payment	Check	19387	12/30/2020	95,801.76	Columbia Ford Inc	
Supplier Payment	Check	19388	12/30/2020	109.95	Comcast Holdings Corporation - Remit-To: Comcast Business - City of Industry	
Supplier Payment	Check	19389	12/30/2020	288.26	Comcast Holdings Corporation - Remit-To: Comcast Business - City of Industry	
Supplier Payment	Check	19390	12/30/2020	8,091.46	Copiers Northwest	
Supplier Payment	Check	19391	12/30/2020	750.00	Dale Haagen	
Supplier Payment	Check	19392	12/30/2020	5,947.50	Davidson Benefits Planning	
Supplier Payment	Check	19393	12/30/2020	262.00	Dex Media West	
Supplier Payment	Check	19394	12/30/2020	166.49	DSU Peterbilt & GMC Inc	
Supplier Payment	Check	19395	12/30/2020	3,800.76	Fourth Plain Forward	
Supplier Payment	Check	19396	12/30/2020	1,705.09	Gallagher Bassett Services Inc	
Supplier Payment	Check	19397	12/30/2020	298.75	J-2 Blueprint Supply Co.	
Supplier Payment	Check	19398	12/30/2020	121,022.17	Jacobs Engineering Group Inc	
Supplier Payment	Check	19399	12/30/2020	4,339.90	Konecranes Inc	

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Supplier Payment	Check	19400	12/30/2020	3,313.57	L.N. Curtis & Sons - Remit-To: Supplier L.N. Curtis & Sons	
Supplier Payment	Check	19401	12/30/2020	1,428.66	Linguava Interpreters Inc	
Supplier Payment	Check	19402	12/30/2020	2,421.07	National CineMedia LLC	
Supplier Payment	Check	19403	12/30/2020	9,470.00	Parkeon	
Supplier Payment	Check	19404	12/30/2020	2,998.53	Park N Pool Corporation	
Supplier Payment	Check	19405	12/30/2020	23,123.49	PBS Engineering and Environmental Inc	
Supplier Payment	Check	19406	12/30/2020	12,000.00	Plan-it GEO LLC	
Supplier Payment	Check	19407	12/30/2020	690.00	Purple Communications Inc	
Supplier Payment	Check	19408	12/30/2020	2,425.50	Quick Caption Inc	
Supplier Payment	Check	19409	12/30/2020	4,875.00	Resonate Inc	
Supplier Payment	Check	19410	12/30/2020	6,267.00	Sequence Graphics LLC	
Supplier Payment	Check	19411	12/30/2020	9.60	Shred It USA LLC	
Supplier Payment	Check	19412	12/30/2020	5,556.33	Software House International SHI - Remit-To: SHI - Dallas	
Supplier Payment	Check	19413	12/30/2020	303.52	Soha Sign	
Supplier Payment	Check	19414	12/30/2020	14,231.30	Stantec Consulting Services Inc - Remit-To: Stantec - Chicago	
Supplier Payment	Check	19415	12/30/2020	128.27	State of Washington Department of Licensing - Remit-To: DOL - Seattle Remit	
Supplier Payment	Check	19416	12/30/2020	604.87	Towing & Recovering Services Inc	
Supplier Payment	Check	19417	12/30/2020	976.42	Triple J Enterprises	
Supplier Payment	Check	19418	12/30/2020	2,349.08	Vancouvercenter Condominium Association	
Supplier Payment	Check	19419	12/30/2020	119.17	Walter E Nelson Company	
Supplier Payment	Check	19420	12/30/2020	8,585.41	Wire Works LLC	
Supplier Payment	Check	19421	12/30/2020	19,110.00	Workday Inc	
Supplier Payment	Check	19422	12/30/2020	744.21	Qwest Corp - Remit-To: CenturyLink - Phoenix	
Supplier Payment	Check	19423	12/30/2020	750.19	Qwest Corp - Remit-To: Qwest CABS - Monroe	
Supplier Payment	Check	19424	12/30/2020	9,970.44	Qwest Corp - Remit-To: Qwest Corp- Seattle	
Supplier Payment	Check	19425	12/30/2020	127.00	State of Washington Department of Labor & Industries - Remit-To: State of WA LNI - Boiler Pressure Vessel	
			SUBTOTAL	2,922,980.59		
Hansen			1/4/2021	2,976.08	City Payments	Posted 12-28-20 to 01-03-21
			SUBTOTAL	2,976.08		
Visa			12/7/2020	0.00	Miscellaneous	Parks Class Refunds - FCC 12-28-20 to 01-03-21
Visa			12/7/2020	0.00	Miscellaneous	Parks Class Refunds - MCC 12-28-20 to 01-03-21
Visa			12/7/2020	0.00	Miscellaneous	Parks Class Refunds - Special Events 12-28-20 to 01-03-21
Visa			12/7/2020	0.00	Miscellaneous	Parks Class Refunds - WREC 12-28-20 to 01-03-21
			SUBTOTAL	-		
			TOTAL	2,925,956.67		

City of Vancouver
Payroll Council Report
December 29, 2020 - January 4, 2021

Check No.	Date	Explanation	Amount
84390	12/30/20	Supplemental payment	\$ 826.71
84391	12/30/20	Supplemental payment	\$ 85.97
2816-2823	12/31/20	12 Pension Payroll	\$ 7,918.65
84317-84365	12/31/20	12 Pension Direct Deposits	\$ 46,624.74

\$ 55,456.07