Diversity, equity & inclusion update

Refreshing our commitment

January 10, 2022

City Council Workshop

Alicia Sojourner, Director of Diversity, Equity and Inclusion

Expectations for our time

- Shared understanding
- Introduce diversity, equity and inclusion plan
- Intentional reflection
- Understanding next steps for Council

Plan of Action

Ice Breaker

Review: City's Foundations of DEI and Culture 101

Looking Back: DEI Journey

Current: Assessment Feedback

Moving Forward

Reflection Questions

- What is Council's role in leading DEI among staff and the community?
- What is Council's role in advancing DEI through policymaking?
- What does the Council need to be leaders in advancing DEI?

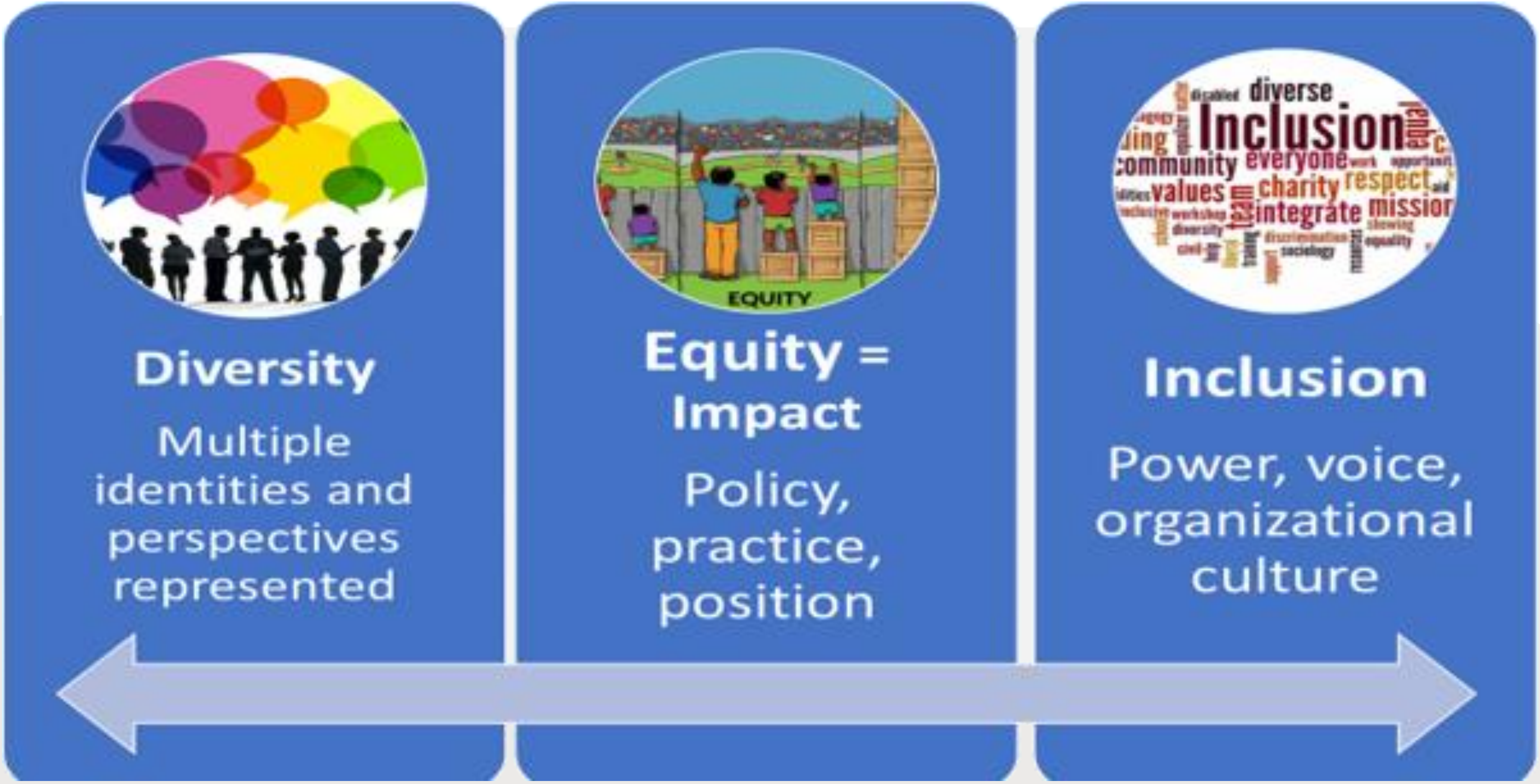
Cultural IQ Test:

What Goes together?

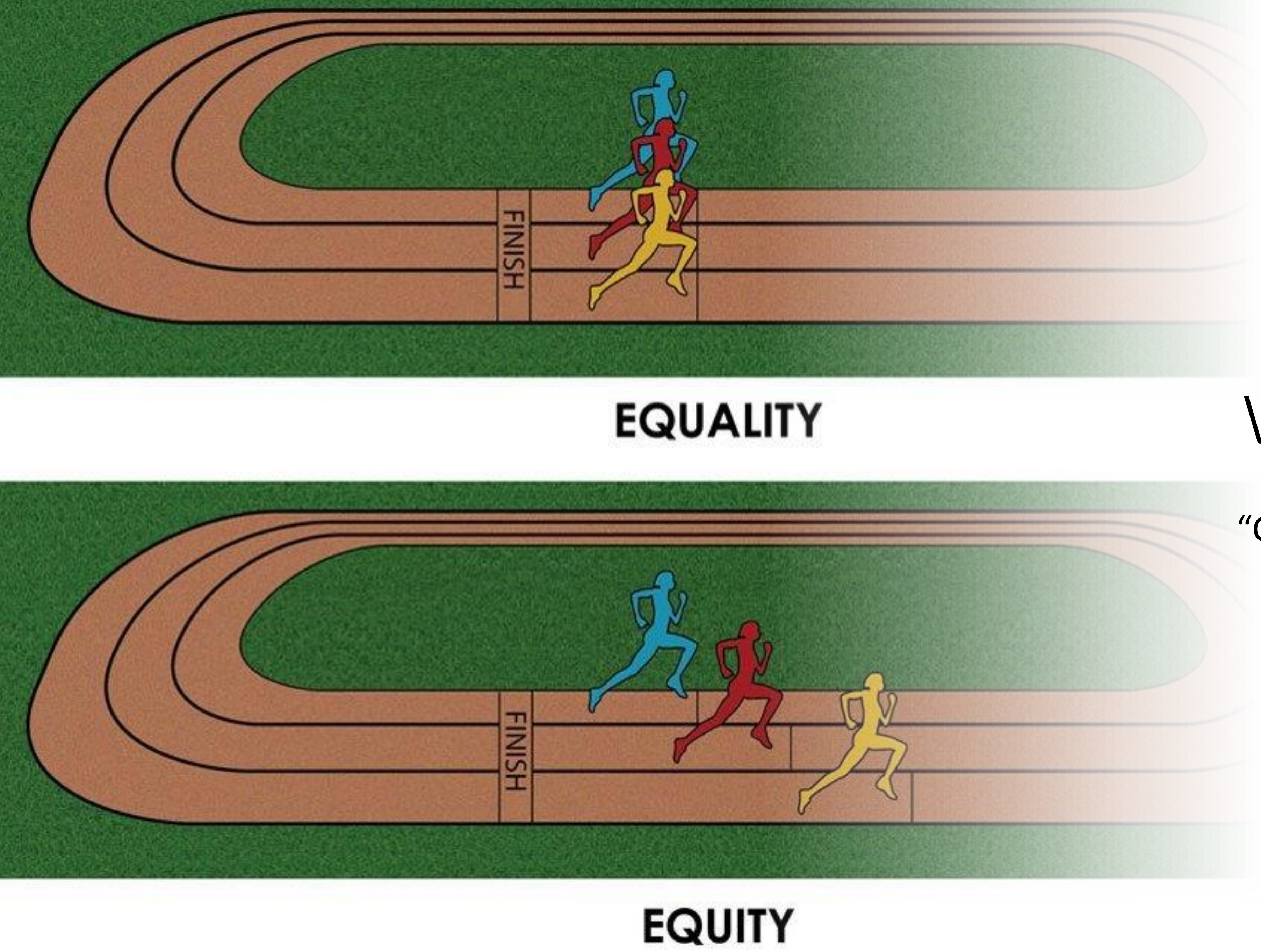



Group A	Group B	Group C
		
		
		

Review: City's Foundations of DEI and Culture 101


EQUITY
diverse
Inclusion
community
everyone
values
charity
respect
integrate
Diversity
Multiple identities and perspectives represented
Equity = Impact
Policy, practice, position
Inclusion
Power, voice, organizational culture

What is DEI?



What is equity?

"Closing the gaps" so that a single identity does not predict one's success, while also improving outcomes for all.

Equity Lens:
Closing gaps, creating a more just and inclusive community for all

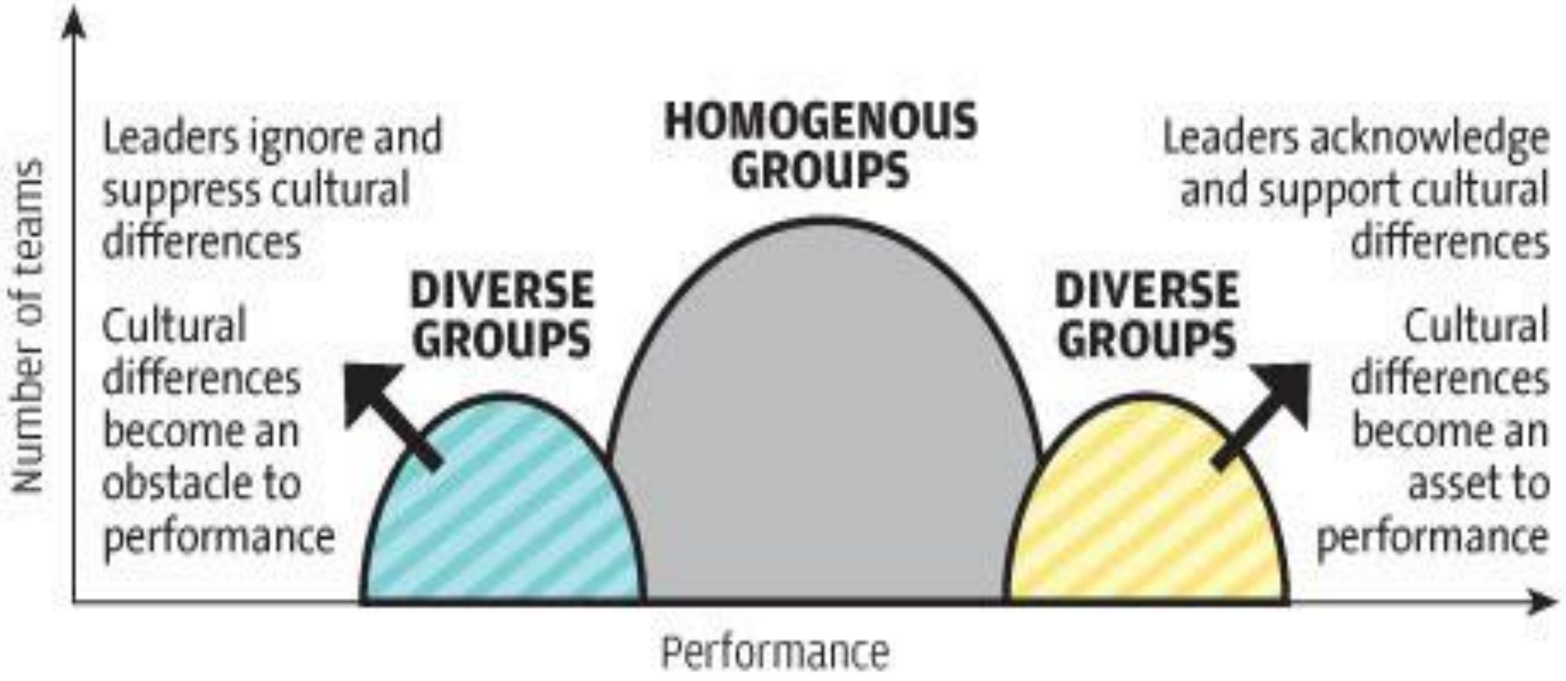
What is an Equity Lens?

An equity lens is pausing and asking questions to ourselves when we are planning, developing or evaluating a policy, program or making a decision.

An equity lens can and should be used intersectional.

Titanic 2: The Real Story

The Truth about Diversity!



What is Cultural Competency?

- Presence of differences

Diversity: The Who

Inclusion: The What

- Leveraging differences to increase contributions & opportunities for all

- "How" to achieve Diversity representation & Inclusion goals

Intercultural Competence: The How

Looking back.

City of Vancouver DEI Journey

Before 2019

Compliance infrastructure

- EEO & AA
- GARE
- Diversity
- Staff Liaison Team created

2020

Passively committed to DEI without major changes.

- GARE
- Development of DEI statement
- Approved FT DEI Director

2021

Actively made commitments to integrate DEI into systems of current dominant norms.

- DEI Framework
- DEI pedagogy
- Assessment plan
- DEI professional development

2022

Active commitment integrating DEI into current systems.

- DEI 3-Year Plan
- All-staff DEI development
- ERGs
- Fellowship

Several diversity, equity and inclusion actions were already underway

- Conducts Panel Member training to address implicit and explicit biases.
- Removed question about past salary during the application process due to gender disparities in salary.
- Past DEI trainings and workshop.
- Active Chief's Diversity Advisory Team (CDAT).
- "Girl Cops are Awesome" event that highlighted women in law enforcement.
- Recognizing, acknowledging and supporting Pride Month.
- Prioritizing strong public outreach campaigns and direct communication to people whose first language is not English (Spanish, Russian, Chinese, etc.).
- Black History Month Annual Tree Planting.
- Park Naming Pilot Program was initiated in Fall 2020 to increase civic engagement, highlight the diversity of our community and honor Vancouver's diverse history.
- Working to shift culture around IT nomenclature, both within the IT department and IT's vendors.

Council Statement Regarding Racial Equity and Racial Justice as of July 6, 2020

The City Council of the City of Vancouver, Washington, acknowledges the existence of systemic racism and societal inequalities, both in our country and our community, and these issues demand our attention and action.

We have listened and learned in our listening sessions and we have a greater appreciation for how systemic racism is affecting members of our community. As a result, we will increase our commitment to taking pro-active steps to address its many manifestations in our community.

Together with our community partners, we will work on public health and prosperity inequities that have negatively impacted our community. These include low educational attainment, high rates of unemployment, food insecurity, insufficient access to housing and home ownership, high incidence of chronic health conditions and inadequate access to health care.

The City of Vancouver is not just where we work, but as your City Council, it is also our home. As your public servants, we will bring about change for the better. We will not just acknowledge inequity but will actively focus on equity and justice in our institution, policies, and programs.

We are committed to continuing our work to make our community and our City government places where all are treated with respect, feel safe, and are heard. We value inclusion, mutual knowledge, and respect for diversity.

We oppose racism and oppression in our City. We will continue to build an equitable and inclusive culture and fight racism throughout our community.

Current.

Current Snapshot

- Executive Diversity Services (EDS) focus groups
- EDS online survey
- EDS one-on-ones
- Office of Diversity, Equity & Inclusion (ODEI) DEI SWOT
- ODEI one-on-ones

Over 600 conversations in total

Overall themes *external

- Culture and climate
- DEI messaging
- Variance of experiences
- Comfort/understanding levels
- Resistance to change
- Lack of accountability
- Leadership (development) skill set
- Multi-diverse community
- Strong community partnerships
- Active hate groups
- COVID-19
- Competing wants

Overall themes *internal

- Culture and climate
- DEI messaging
- Variance of experiences
- Comfort/understanding levels
- Resistance to change
- Workload/lean organization
- Lack of accountability
- Leadership (development) of skills
- Staff representation
- “Latest fad” of leaders
- Lack of direction
- Chief’s Diversity Group
- Office of DEI

Reflections

Moving forward: Building DEI Organizational Wide

Three-year plan

COV creates, develop, and supports a **culture** that values and advances DEI.

- DEI accountability committee
- DEI common language
- DEI professional development
- Influencers Fellowship
- Employee resources groups
- Restorative practices
- Celebrate cultural difference
- Anti-discrimination policy

- COV hiring practices, workforce and **careers** reflect the diversity of the community across the range and depth of the organization.

- City’s employee demographics
- Pre-employment career development
- Recruitment
- Hiring
- Performance evaluations
- Data

COV **consistency** in advancing DEI within organizational structure and scale.

- Equity Toolkit
- Program development
- Department DEI Action Plan development
- Leadership performance evaluations
- DEI baseline assessment
- City's Budget
- Inclusive data collection
- DEI Work Group
- DEI staff goal

COV provides DEI transparent **communications** that is responsive and reflective of community needs.

- **DEI landing page**
- **DEI Dashboard**
- **Equity Atlas**
- **DEI integration**
- **DEI community resources**

- COV **community** views the City as an equitable and inclusive governmental organization that engages all communities.

- **Tracking engagement** - Demonstrate that participants and community engagement reflect the demographics of the communities served by the program, service, and/or project to support equitable delivery of programs, services and/or projects.
- **Inclusive outreach and engagement** – Convene the development of DEI best practices for outreach and engagement. Prepare introductory workshop on inclusive outreach and engagement for employees that routinely engage with the public. Develop a curriculum that includes materials and instruction for ongoing training in engagement methods and meeting facilitation skills for appropriate staff.
- **Language Access Action Plan** – Development of a systematic approach for addressing translation and interpretation needs of community members. The plan will include strategies to communicate through traditional and non-traditional methods in regular communications and emergency situations; priorities for implementation; and methods for ongoing assessment and adaptation as community needs change.
- **Historically underrepresented and underserved communities** - Develop a systematic approach for connecting historically underrepresented and underserved communities participate in all City services and opportunities. Foster a deeper understanding of the original inhabitants of the City's region to guide decisions and operations.
- **DEI procurement framework** - Revise contracting and procurement practices to demonstrate equity and inclusion in contracts across the system. Develop and implement a policy and procedure for the acquisition of professional services utilizing an equity toolkit.
- **Past Harm** – Research and acknowledge past governmental harm and systematic barriers at the City and County level. Implement ways to own, honor and create new opportunities to create trust within communities.
- **Inclusive Neighborhood Associations** - Create and implement inclusive and equitable Neighborhood Association policies. Provide DEI workshops to all neighborhood leaders.

COV **Council**members advances DEI through policy making.

- **DEI statement** – Revise current DEI statement and integrate yearly examination of statement connected to current DEI strategies.
- **Accessible meeting locations** - Examine and develop a systematic approach for creating opportunities for council meeting location(s) throughout the City of Vancouver. Creating more equitable access to council meetings.
- **Boards and Commission DEI development** – Provide commissioners and board members with DEI education, support and coaching that aligns with the professional development received by council and staff to support alignment.
- **Boards and Commissions increased representation** - Examine and develop a systematic approach for creating opportunities for all community members to participate on Boards and Commissions without city institutional barriers.
- **DEI professional development** – Develop a comprehensive framework and model for DEI (the DEI Lifelong Learning Model) and provide on-going DEI professional development opportunities especially through a policy making lens.
- **Community engagement** - Integrate inclusive community engagement practices and principles into onboarding process for City Council members.

KPI

Scorecard

Report Updates

Network Groups

DEI Metrics Overview

Business Case

- Due diligence is essential in making sure the measures are in alignment with our city's DEI strategies

Primary DEI Measurements

- Compliance – including EEO & AA and regular monitoring. Also, all Federal, State and local regulatory reporting
- Demographics – covering wide range of diversity dimensions. Analyzing employee movement, growth and losses
- Organizational Programs/Processes – decisions, programs, policies and culture
- DEI Initiatives and Professional Development – ensuring our internal DEI programs are meeting the needs of our employees and continue to support our strategy

DEI Scorecard

Strategic management tools that is used to measure our organization's progress in meeting the DEI strategy and increasing inclusion within the organization

- **Tools for measure (*possible)**
  - Intercultural Development Inventory (IDI)*
  - Multicultural Organizational Development (MCOD)*
  - Tool for Organizational Self-Assessment Related to Equity*
- **Development**
  - Industry Best Practices
  - Department/Divisional input to ensure buy in across all departments
  - Re-calibrated on a yearly basis to ensure our measures are relevant and impacting outcomes
  - Quantitative and Qualitative measures covering the recruitment and retention efforts along with the actions by our management staff to support DEI
- **Application**
  - Monitored on a monthly basis by senior leadership
  - Reported yearly to city councilmembers
  - Department unit specific scorecard are developed
  - Recruitment and retention are measured in two tiers
    - Senior Leaders
    - Entry and Middle Management

Reflections

DEI Approaches

DEI Approaches (ethos)

DEI PHILOSOPHY STATEMENTS

CONVERSATION GUIDELINES AND AGREEMENTS

BUSINESS CASE FOR DEI

Community	Talent	Government
• Diversity, equity and inclusion quality of **life solutions** to our community • Identify **new business** opportunities • Make DEI a **differentiator** • Cultivate **external partnerships** to support community priorities	• Attract, develop, and retain the **best talent** • Create an **engaged and committed** workforce • Create **innovative solutions** for community • Develop cross-cultural competencies to manage and work with **multicultural teams**	• Create a space for **healing from past harm** • **Reduce** harm • Develop **equity policy** • Create equity **innovative solutions** for community

DEI Business Case

DEI Approaches (ethos)

DEI PHILOSOPHY STATEMENTS

CONVERSATION GUIDELINES AND AGREEMENTS

BUSINESS CASE FOR DEI

TRAUMA INFORMED DEI LEADERSHIP

DEI PROFESSIONAL DEVELOPMENT

DEI Professional Development

All staff and leaders
Council, Boards & Commission

Allyship 101
EquityTalks
Equity 101
Implicit Bias

LGBTQ & Gender in the Workplace
History DEI
Levels of Racism
Noticing Bias In Yourself

True Colors
Abilities in the Workplace
Talking About Hard DEI Topics
Developing DEI Humility

Intercultural Development Plan (IDP)
Moving Beyond "Evening Meetings"
Community Engagement
Shifting Microaggression

Core competencies in DEI Learning: **Awareness + Knowledge + Skills + Practice**

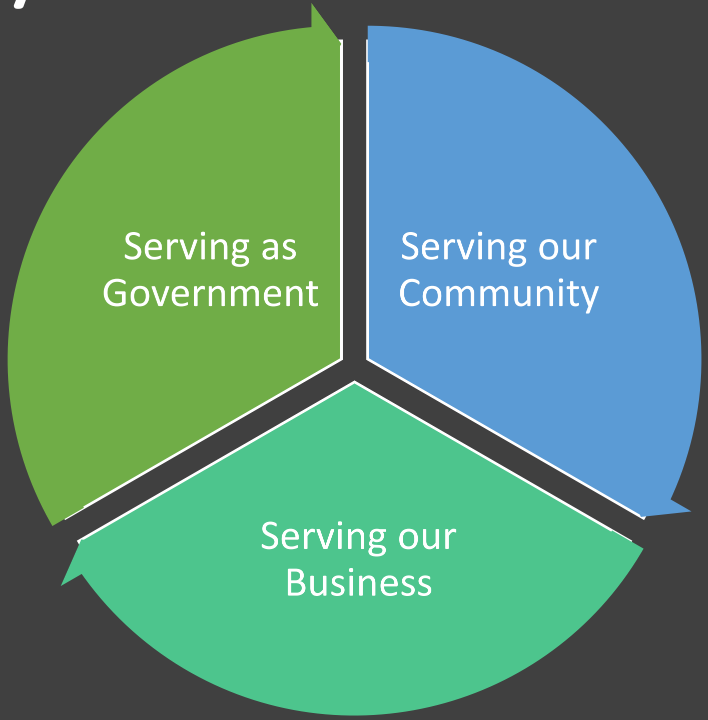
Monthly DEI email – Inclusion Starts w/ i
Road to Reflections

DEI Book lending library
DEI Fellowship

DEI Approaches (ethos)

- DEI PHILOSOPHY STATEMENTS
- CONVERSATION GUIDELINES AND AGREEMENTS
- BUSINESS CASE FOR DEI
- TRAUMA INFORMED DEI LEADERSHIP
- DEI PROFESSIONAL DEVELOPMENT
- RESPONDING TO RESISTANCE
- ERGS

Employee Resources Groups



Overall, how do **WE** do that?

Talk: Normalizing the conversation

- Developing and sharing tools to talk about DEI

Build: Capacity building

- Building leadership capacity through coalition building, leadership development and trainings.

Shift: Institutional change

- Developing and implementing institutional change strategies to operationalize structural equity.

Bridge: Policy and research

- Working with community groups, other government and national organizations to develop policies that advance equity and inclusion.

CURRENT Keys to Success

Leadership commitment

City Councilmembers, city manager and leadership commitment drive DEI through each of our departments

Leaders are required to role model inclusive behavior through direct involvement each year

Office of DEI provides oversight of diversity strategy and progress

Continuous improvement

Each year the city strives to raise the bar and set the standard for DEI

Employee Resources Groups and mentoring continue to show growth with survey results and ROI

Success in key areas has not meant the work is complete

Continuous evaluation of our demographics, programs and initiatives

Ongoing benchmarking with others to incorporate best practices

Linkage with the city's business case

DEI is woven throughout the city's culture and strategies

DEI has been leveraged for the success of our business through community access

Diversity within leadership, at all levels

Measurement and accountability

DEI Scorecard provided to leadership, gives status of progress and next steps

Management is held accountable to scorecard results

DEI programs and initiatives are measured for success and return on investment

Partnership with HR programs and metrics to help ensure the success for our employees

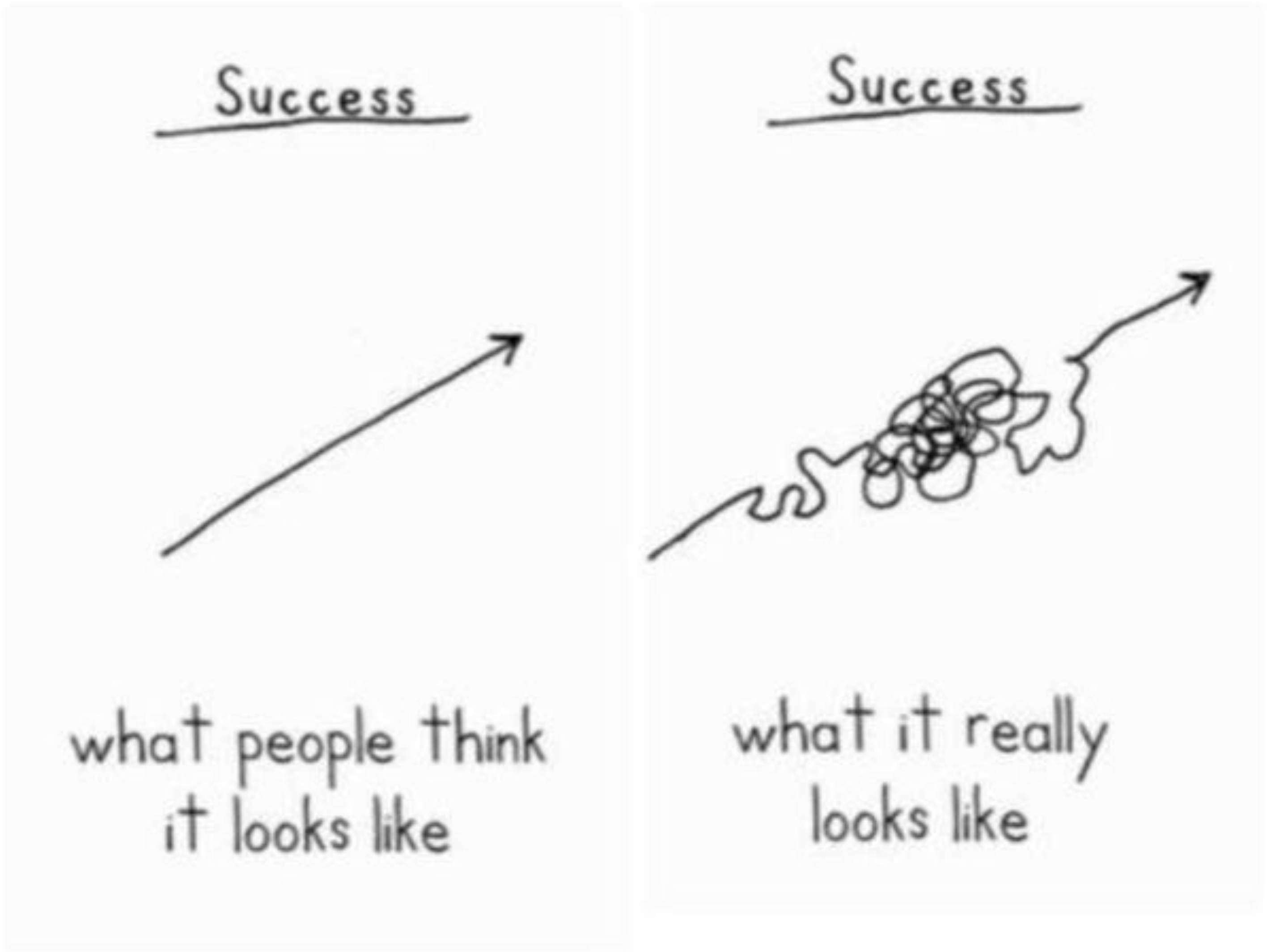
Reflections

Reflection Questions

- What is Council’s role in leading DEI among staff and the community?
- What is Council’s role in advancing DEI through policymaking?
- What does the Council need to be leaders in advancing DEI?

Next Steps for Council…

- **DEI Statement**
- **Language Access Action Plan**
- **Accessible meeting locations**
- **Inclusive outreach and engagement (Outreach Work Group)**
- **DEI professional development and Updates**
  - **Quarterly**
- **One-on-one check-ins**


Success
what people think it looks like
Success
what it really looks like

CITY OF Vancouver WASHINGTON

Staff Report 001-22

TO: Mayor and City Council

FROM: Eric Holmes, City Manager

DATE: 1/10/2022

SUBJECT Request to award new bid for On-Call Tree Pruning and Removal, ITB 21-33

Key Points

- Invitation to Bid #21-33 was released in October 2021 for On-Call Tree Pruning and Removal services, three responsive, responsible bids were received. The Special Provisions of the Bid document states the selected contractor is encouraged to utilize electric powered equipment over the life of the contract to reduce environmental impacts and carbon emissions.
- On December 6, 2021, City Council awarded General Tree Service of Beaverton, Oregon, the contract for On-Call Tree Pruning and Removal. Upon notification of award, General Tree Service requested to withdraw their bid due to a misunderstanding of the bid item description and submitted unit prices. The award was therefore rescinded.
- The City requests to award the contract to the next lowest responsive, responsible bidding company Arborscape Tree Care LTD.
- The existing contract for On-Call Tree Pruning and Removal is set to expire December 31, 2021, and the not-to-exceed amount has almost been fully utilized under the current contract.

Strategic Plan Alignment

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

Goal 2, Objective 2.2: Increase the level of emergency preparedness in the City as an organization and in the community.

Goal 4, Objective 4.1: Increase maintenance levels and accessibility to parks.

Present Situation

The City of Vancouver considers trees community assets that provide multiple benefits including clean air and water. The City does not have sufficient staff or equipment dedicated for professional tree pruning and removal; therefore, the City has contracted with the private sector for much of our tree pruning and removal needs of our public trees. This contract provides for one professional tree care company to perform proper pruning and/or removal of trees on an as needed basis.

The contract is a one-year contract with an option for three (3) one-year extensions. Extension(s) are at the option of the City.

A call for bids was issued, and the City received three (3) responsive and responsible bids:

SUMMARY OF BIDS	
BIDDER	**AMOUNT**
General Tree Service, Beaverton, OR (withdrew bid 12-8-21)	$607,606.51
Arborscape LTD Inc., Vancouver, WA	$673,144.85
TreeWise LLC, Vancouver, WA	$936,245.96
Engineers' Estimate	$500,000 per year

Advantage(s)

1. One contractor will be responsible for pruning and removal of trees, which will ensure consistent practices and care and will also lessen City contract administrative oversight.
2. Minimizes the need for the City to invest in specialized equipment and additional trained staff.
3. Offers flexibility to the City when responding to storm damage or other emergencies and needs.
4. Providing proper tree care extends the life of the asset enabling it to work more efficiently and provide more benefits over its lifetime.
5. The increase in tree health will enhance community identity, economic vitality, and quality of life by giving citizens a healthier environment.

Disadvantage(s)

None

Budget Impact

Because the service is used on an on-call basis as needed, budgetary impact will vary based on utilization. The past few years, the City has spent in the range of $200,000 to $300,000 annually. It is anticipated that similar services will cost the City closer to $600,000 annually under this contract, not to exceed $2,400,000 over four (4) years. The 2022 budget will be adjusted in the next supplemental budget action to reflect the higher contractual costs for this service.

Prior Council Review

- On December 6, 2021 by Staff Report 180-21, requested awarding the On-Call Tree Pruning and Removal, ITB 21-30 project to General Tree Service. On December 8, 2021 General Tree Service withdrew their bid.
- On October 4, 2021 by Staff Report 148-21, requested rejection of all bids for the On-Call Tree Pruning and Removal, ITB 21-30 project and direct City Staff to re-advertise the

project.

- Existing contract was awarded on October 17, 2016 by Staff Report 138-16 and expires December 31, 2021, as no further extensions are available.

Action Requested

On January 10, 2022, award a contract for the On-Call Tree Pruning and Removal Contract to the second, lowest responsive and responsible bidder, Arborscape LTD Inc, Vancouver WA, in the amount not to exceed $2,400,000 over four (4) years, which includes Washington State sales tax; and authorize the City Manager or designee to execute a contract with Arborscape LTD Inc, for the same.

Charles Ray, Urban Forester, 360-487-8328

ATTACHMENTS:

- Contract

CONTRACT # ___________
ITB 21-33: Tree Pruning and Removal – Re-Bid

THIS CONTRACT is entered into by and between the City of Vancouver, a municipal corporation under the laws of the State of Washington, hereinafter referred to as "City," and Arborscape LTD, Inc. hereinafter referred to as "Contractor," whose address is 11113 NE 95th St, Vancouver, WA 98662, hereinafter referred to "Parties."

WHEREAS, the City desires to engage the Contractor to provide public work and other related services for Tree Pruning and Removal – Re-Bid. Contractor has agreed to offer its services to perform said work per the City issued Invitation to Bid (ITB) No. 21-33 and all addenda thereto, Contractor's bid to said ITB, the Project Plans and Special Provisions, and City Council's approval on ________ per Staff Report No. _________ and

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

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

   The Contractor shall perform professional tree pruning and/or removal of trees designated by the City on an as needed basis and providing all equipment, labor, cleanup, disposal of debris all in accordance with the attached Special Provisions, these Contract Provisions, and the Standard Specifications, hereafter referred to as "Work."

   The City intends to award this contract for an initial period of one (1) year with an option to extend three (3) additional years.

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

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

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

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

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

4. **CONTRACTOR RESPONSIBILITIES FOR SUBCONTRACTORS:** The Contractor shall include the language of this section in all tier subcontracts, and shall require each of its subcontractors to include the same language of this section in each of their subcontracts, adjusting only as necessary the terms used for the contracting parties. The requirements of this section apply to all subcontractors regardless of tier. The Contractor shall require all subcontractors to comply with all relevant federal, state and municipal laws, rules and regulations whatsoever.
   At the time of subcontract execution, the Contractor shall verify that all tier subcontractors meet the following bidder responsibility criteria:
   1. Have a current certificate of registration in compliance with chapter 18.27 RCW, which must have been in effect at the time of subcontract bid submittal;
   2. Have a current Washington Unified Business Identifier (UBI) number;
   3. Have received training on the requirements related to public works and prevailing wage as required by RCW 39.04.350;
   4. Within the three-year period immediately preceding the date of the bid solicitation, not have been determined by a final and binding citation and notice of assessment issued by the department of labor and industries or through a civil judgment entered by a court of limited or general jurisdiction to have willfully violated, as defined in RCW 49.48.082, any provision of chapter 49.46, 49.48, or 49.52 RCW.
   5. If applicable, have:
      i. Have Industrial Insurance (workers' compensation) coverage for the subcontractor's employees working in Washington, as required in Title 51 RCW;
      ii. A Washington Employment Security Department reference number, as required in Title 50 RCW;
      iii. A Washington Department of Revenue state excise tax registration number, as required in Title 82 RCW;
      iv. An electrical contractor license, if required by Chapter 19.28 RCW;
      v. An elevator contractor license, if required by Chapter 70.87 RCW.
   6. Not be disqualified from bidding on any public works contract under RCW 39.06.010 or 39.12.065 (3).

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

6. **COMPENSATION AND SCHEDULE OF PAYMENTS:** In consideration of the promises and agreements of the Contractor as set forth herein, and in consideration of the faithful performance and furnishing of the work and materials required by this Contract to the satisfaction of the City, the City agrees to pay to the Contractor in the manner and at the times provided hereinafter and in the Contract Documents, and in accordance with the ordinances of the City of Vancouver and

the laws of the State of Washington, the following sum as indicated, which amount does includes 8.5% Washington State Sales Tax (if applicable) $600,000.

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

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

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

8. **CONTRACTOR'S BOND:** The Contractor agrees that before it undertakes performance of this Contract, it will file with the City of Vancouver a Performance Bond and Payment Bond for Work Orders greater than $35,000, in the forms prescribed by the City of Vancouver, in the full amount of the Work Order price with a company authorized to do business in the State of Washington as a surety. The bonds shall comply with the laws of the State of Washington, and especially with the provisions of Chapter 39.08 RCW.

9. **DISPUTE RESOLUTION:** In the event of a dispute between the Parties which cannot be resolved by the contract managers, the Contractor and the City shall review such dispute and may attempt to resolve the dispute. Any controversy or claim arising out of or relating to this Contract or the alleged breach of this Contract that cannot be resolved by the Parties within 30 days of receipt of written notice may be submitted to mediation. If the dispute is not resolved through mediation, it shall be submitted to binding arbitration in accordance with the rules and procedures set forth in Chapter 7.04A RCW. The Parties agree to pay their own attorneys' fees and expenses.

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

11. **PAYMENT OF LABOR:** The Contractor agrees that all laborers, workers, or mechanics employed by it or by any subcontractor in the performance of this Contract will be paid not less than the prevailing rate of wage for an hours work, in accordance with the provisions of the Chapter 39.12 RCW, and all rules and regulations promulgated pursuant thereto. The State of Washington prevailing wage rates applicable for this public works project, which is located in Clark County, may be found at the following website address of the Department of Labor and Industries: https://fortress.wa.gov/lni/wagelookup/prvWagelookup.aspx. The prevailing wage rates in effect at the time of the bid submittal deadline shall apply for the duration of one contract year and shall be updated annually. However, if the Contract is awarded more than six months after the bids were due, the prevailing wage rates in effect on the award date shall apply.

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

12. **PAYMENT TO THE CONTRACTOR:** Progress payments to the Contractor shall be made within 30 days of a fully executed Pay Estimate and are in compliance with all contractual requirements. A sum equal to 5% may be reserved and retained from monies earned by the Contractor in accordance with Chapter 60.28 RCW for Work Orders greater than $35,000. The City reserves the right to require Contractor to correct any submitted or paid erroneous invoices according to the rates set forth herein. City and Contractor agree that any amount paid in error by City does not constitute a change in the agreed upon amount; Contractor agrees to issue a refund of any overages paid in error by the City.

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

    No payment shall be made to the Contractor, however, until the Contractor and all subcontractors who have performed work shall have filed and received approval of a Statement of Intent to Pay Prevailing Wage as required by RCW 39.12.040 from the Washington State Department a Labor and Industries. Said Contractor and all subcontractors shall also keep accurate payroll records for three years from the date of acceptance as described in RCW 39.12.120. A Contractor and all subcontractors shall, file a copy of its certified payroll records using the Department of Labor and Industries online system on a monthly basis. A Contractor's noncompliance with this section shall constitute a violation of RCW 39.12.050.

13. **INDEMNIFICATION:** Contractor agrees to indemnify, defend, save and hold harmless the City, its officials, employees and agents from any and all liability, including but not limited to demands, claims, causes of action, suits or judgments, claims of copyright or patent infringement, including

costs, attorney fees and expenses incurred in connection therewith, or whatsoever kind or nature, arising out of, or in connection with, or incident to, the performance of services by Contractor pursuant to this Contract.

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

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

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

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

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

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

18. **RELATION OF PARTIES:** The Contractor, its subcontractors, agents and employees are independent contractors performing services for The City and are not employees of City; shall not,

as a result of this Contract, accrue leave, retirement, insurance, bonding or any other benefits afforded to City employees; and, shall not have the authority to bind the City in any way except as may be specifically provided in the Statement of Work.

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

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

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

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

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

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

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

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

the Contractor and it's sureties for said breach or default, including but not limited to termination of this Contract for convenience.

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

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

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

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

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

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

31. **INCORPORATED CONTRACT DOCUMENTS AND ORDER OF PRECEDENCE:** The complete Contract includes these parts listed in this section below, which are incorporated by this reference as if fully as set forth herein. Any inconsistency in the parts of the contract shall be resolved by following this order of precedence (e.g., 1 presiding over 2, 2 over 3, 3 over 4, and so forth):
    1. Amendments to the Contract,
    2. This Contract,
    3. Addenda to the Solicitation,
    4. The Solicitation,
    5. Contractor's Proposal,
    6. Special Provisions,
    7. Contract Plan Set,
    8. City of Vancouver Amendments to the specified WSDOT Standard Specifications,
    9. General Conditions for Facility Construction,

10. City of Vancouver Standard Plans,
11. WSDOT Amendments to the WSDOT Standard Specifications,
12. WSDOT Standard Specifications,
13. WSDOT Standard Plans.

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

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

Kathleen Buttrell
Arborscape LTD, Inc.
11113 NE 95th St.
Vancouver, WA 98662

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

CITY OF VANCOUVER, A municipal corporation

____
Eric Holmes, City Manager

Attest:

____
Natasha Ramras, City Clerk

Approved as to form:

____
Jonathan Young, City Attorney

CONTRACTOR:
Arborscape LTD, Inc.

____
By: (Proprietor, partner, or corporate president must sign)

____
Printed Name

____
Title

Item #2.

Staff Report 002-22

TO: Mayor and City Council

FROM: Eric Holmes, City Manager

DATE: 1/10/2022

SUBJECT Ergonomic Assessment & Early Intervention Services Contract C-100265, Contract Increase

Key Points

- Public Works has an existing contract with Action Onsite for ergonomic assessment and early intervention services. Staff is proposing to add Vancouver Police Department (VPD) to the existing contract to help reduce work-related injuries for that workgroup.
- Staff is requesting an increase of $306,000 to be added for the remainder of the contract ending October 31, 2024.

Strategic Plan Alignment

N/A

Present Situation

The City of Vancouver, through it's Public Works Department, currently contracts with Action Onsite for ergonomic assessment and early intervention services and has been very successful in reducing work-related injuries. The Risk and Safety Department requested and was awarded ongoing budget to add VPD to these services.

Advantage(s)

1. Increasing this contract will allow the City to consolidate the services of Action Onsite for two separate departments into one contract.
2. The management of the contract will now be managed by the Risk and Safety Department.

Disadvantage(s)

None

Budget Impact

The administration costs are already factored into the baseline budget for 2022 and beyond with no further budget impacts.

Prior Council Review

None

Action Requested

Approve an increase of $306,000 to the authorized amount of the Contract with Action Onsite, Inc. and authorize the City Manager, or his designee, to execute an amendment increasing the contract to $606,000.

Brent Waddle, Interim Risk Manager, 360-487-8436

ATTACHMENTS:

- Professional Services Agreement C-100265

CITY OF VANCOUVER
PROFESSIONAL SERVICES AGREEMENT No. 100716
ERGONOMIC ASSESSMENT AND EARLY INTERVENTION SERVICES

This Agreement by and between the City of Vancouver, a municipal corporation, under the laws of the State of Washington, hereinafter referred to as "City" and Action Onsite hereinafter referred to as "Contractor", whose address is PO Box 393, Calimesa, CA, 92320.

WHEREAS, the City desires to engage the Contractor to provide early intervention program, ergonomic assessment and other related services on an as needed basis. Contractor has agreed to offer its professional services to perform said work per City issued Request for Proposal (RFP) No. 28-19, Contractor's proposal to said RFP; and

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

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

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

1. Statement of Work.

Contractor agrees to provide early intervention program, ergonomic assessment and other related services per RFP No. 28-19 and Contractor's response to said RFP on file in City of Vancouver Procurement Services by reference hereto made a part of this Agreement.

Contractor shall provide the following services at the direction of the City's Project Manager:

- Provide qualified personnel on-site, including Occupational Therapists, Physical Therapists, Physical Therapist Assistant and/or Athletic Trainers to provide required services;
- Implement an employee awareness program to provide training to identify early symptoms of injury;
- Provide job site safety and ergonomic practices informational material to create awareness about proactive measures employees can take to protect themselves from injuries;
- Provide wellness screenings and an analysis of risk factors for individual employees;

- Identify and assess potential job site safety issues and ergonomic hazards and make recommendations on how to mitigate, or eliminate, the issues and hazards found;
- Implement an ergonomic-focused, team and individual based training program that includes stretches, and strengthening exercises for employees to help reduce and/or prevent injuries;
- Lead teams in stretching and strengthening activities;
- Conduct facility and job site walk-throughs and provide a detailed report on observed employee general safety and ergonomic practices awareness;
- Provide materials to enhance supervisors and managers communications about job site safety and ergonomic practices awareness;
- Prepare monthly statistical analysis and evaluation of program effectiveness report with graphs illustrating results, in a format defined by the City;
- Provide clinical or phone consultations from 8:00 a.m. to 8:00 p.m. Pacific time;
- Contractor shall provide evidence that on-site personnel have successfully passed Washington State Patrol background check; and
- Contractor shall provide proof of licensing/certification that Contractor's onsite personnel are licensed or certified as required for the service they are providing.

First aid supplies shall be provided by the City or Contractor as follows:

- The City will provide the following first aid supplies to be available on-site:
    - Treatment table;
    - Biofreeze or equivalent;
    - Theraband;
    - Kinesio tape;
    - Tubigrip-size D;
    - Wrist, Elbow and Low Back supports; and
    - Medical posters for education.
- Contractor shall maintain a written inventory of City supplied first aid supplies and shall be responsible for ensuring that an adequate level of first aid supplies are available at all times. Contractor shall be responsible for contacting the City's Project Manager with a written request for additional first aid supplies when replenishment is required.
- Contractor shall provide all other supplies required. Reimbursement to the Contractor shall be at actual cost of the supplies purchased by the Contractor. All reimbursement requests shall include copies of detailed invoices documenting the type and quantity of supplies purchased.

This is a needs-based contract. The Contractor is not guaranteed a minimum or a maximum amount of work under this Contract. The City reserves the right to use this contract, or may instead select service providers through other available mechanisms as suited to the City's need. This contract is for the convenience of the City and does not carry any estimates as to how much could be spent.

All work must be authorized and approved by the City's Project Manager in writing before any work begins. Contractor shall approach this project in a manner consistent with its customary practice. Contractor shall actively seek collaborative input from City staff.

Compensation for services provided shall be at the flat hourly rate of $135.00 USD, per clinician, for all services including: Early Intervention, Job Coaching, Workstations Assessments, Proactive Wellness, Customized Flex and Stretch Routines, Job Analysis and Time Motion Studies

Compensation is limited to the amount specified for each specific task and/or sub-task, unless amended per Section 15 of this Agreement. The City expects Contractor to complete the work stated within the number of hours stated for each task and/or sub-task. If the work requires fewer hours than those estimated, the Contractor will be paid for the actual worked hours necessary to complete that task and/or sub-task. If the Contractor underestimated the number of hours required to perform the work, Contractor shall be paid up to the maximum number of hours stated for the task and/or sub-task. Compensation may be amended, at the City's sole discretion, for documentable circumstances not reasonably foreseeable to either party at the time the task and/or subtask is initiated, or for changes to the scope of work or deliverables requested by the City. All deliverables must be acceptable to the City, at the sole discretion of the City.

Travel expenses are not included in this Contract.

2. Order of Precedence.

Where there is a conflict among or between any of these documents, the controlling documents shall be the first listed in the following sequence: Amendments to this Agreement; this Agreement; Purchase Orders; Contractor's submitted proposal to RFP No. 28-19 and RFP No. 28-19.

3. Relation of Parties.

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

4. E-Verify.

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

5. Time of Performance.

The service of the Contractor is to commence as of November 1, 2019. It is agreed services hereunder shall be completed by October 31, 2024.

6. Delays and Extensions of Time.

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

7. Compensation and Schedule of Payments.

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

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

During the life of this Contract, and in consideration of the City's business needs, the Contractor may make requests for compensation adjustments. In consideration of market conditions, the City may allow an annual adjustment to compensation paid for the actual cost of services. Requests for pricing adjustments shall be supported by the applicable Consumer Price Index – All Urban Consumers (Seattle-Tacoma-Bremerton WA) area and shall be submitted before the anniversary date of this Agreement. The City will review the request and, at its sole discretion, make a decision. If accepted, the adjustment shall become effective on the anniversary date of the Agreement and will be firm for the remainder of the contracted period. All adjustments will be authorized by written contract amendment.

8. 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.

9. Termination.

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

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

10. 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.

11. 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 https://dor.wa.gov/city-license-endorsements/vancouver or https://www.cityofvancouver.us/fms/page/business-and-special-licenses, to determine whether a business license is required pursuant to VMC Ch. 5.04.

12. 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.

13. Insurance.

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

a. Liability Insurance. Contractor shall maintain commercial General Liability insurance with a limit of not less than One Million Dollars ($1,000,000) for each occurrence, and Two Million Dollars ($2,000,000) aggregate, and not less than One Million Dollars ($1,000,000) combined single limit Automobile Liability coverage. The policy shall include coverage for bodily injury, broad form property damage, personal injury, products and completed operation and blanket contractual coverage including, but not limited to, the liability assumed under the indemnification provisions of this Agreement. All liability insurance required herein shall be under a comprehensive or commercial general liability and business, policies.

b. City Listed as an Additional Insured: The City of Vancouver, its agents, representatives, officers, directors, elected and appointed officials, volunteers 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 endorsements at least as broad as ISO forms CG 20 10 must be included with the certificate of insurance.

c. Worker's Compensation. Contractor shall carry Workers' Compensation insurance to cover obligations imposed by federal and state statues having jurisdiction of Contractor's employees engaged in the performance of the work or services.

d. Contract shall provide Stop Gap / Employers' Liability insurance. This coverage may be listed on either the Commercial General Liability or Workers' Compensation policies. Contract shall maintain coverage with limits no less than One Million Dollars ($1,000,000) Each Accident, One Million Dollars ($1,000,000) Disease - Policy Limit, and One Million Dollars ($1,000,000) Disease – Each Employee.

e. Professional Liability. The Contractor shall obtain and keep in force during the entire term of this Agreement, Professional Liability insurance (Errors and Omissions) against any and all claims for damages to person or property which may arise out of the performance of this Contract whether such work shall be by the Contractor, subcontractor or anyone directly or indirectly employed by either the Contractor or a subcontractor. The amount of coverage provided by such insurance shall be not less than One Million Dollars ($1,000,000) combined single limit.

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

g. 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.

The foregoing provisions may be satisfied instead through the Contractor's primary Commercial General and Automobile Liability coverage, or any combination thereof that achieves the overall required limits of insurance.

14. Notices.

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

City:	Contractor:
Anna Vogel City of Vancouver 415 W 6th Street P O Box 1995 Vancouver WA 98668-1995	Sonia Lopez Action Onsite PO Box 393 Calimesa CA 92320

15. Amendments.

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

16. 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.

17. Ratification.

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

18. Governing Law/Venue.

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

19. Cooperative Purchasing:

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

20. Public Disclosure Compliance.

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

21. 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.

22. 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.

DATED this 4th day of FEBRUARY, 2020

~~CITY OF VANCOUVER,~~
A municipal corporation

Eric Holmes, City Manager

Attest:

Natasha Ramras, City Clerk

Approved as to Form:

for Jonathan Young, City Attorney
by MICHAEL NIGREY, ASST. CITY ATTORNEY

CONTRACTOR:
Action Onsite

Signature:

SONIA D. LOPEZ, OWNER, CEO, PRES.

By: Printed Name / Title

Item #3.

Staff Report 003-22

TO: Mayor and City Council

FROM: Eric Holmes, City Manager

DATE: 1/10/2022

SUBJECT Approval of purchase authority for modular shelters for two Safe Stay Community sites from Pallet

Key Points

- The City utilizes cooperative purchasing to procure modular shelters and related services from the City of Salem contract with Pallet.
- Purchases from this contract will exceed $300,000 with the purchase of additional shelters.
- City staff would like to purchase the modular units necessary to establish two additional Safe Stay Community sites. Each site includes 20 shelter units, which have two bunks and an electric heater, and one office unit.
- The City Council is being asked to approve $402,105.98 to purchase additional modular shelters.

Strategic Plan Alignment

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

Present Situation

A part of the Vancouver Homelessness Plan calls for the establishment of Safe Stay Community sites where residents are provided shelter and personal hygiene facilities and are given access to social service providers to allow them to transition to permanent housing.

The first Safe Stay Community, located at 11400 NE 51st Circle, opened on December 23rd, 2021. City staff are working on establishing additional Safe Stay Community sites within the City of Vancouver and need to purchase the shelter units and office units from the manufacturer, Pallet. City staff were informed by Pallet that prices will be increasing in 2022 but that we can secure the 2021 prices if we place our order now.

Each site features 20 shelter units, with two bunks and mattresses per unit and one electric heater, an office, and personal hygiene facilities. The quote from Pallet includes all assembly costs.

Advantage(s)

1. Allows the City to continue implementing a key part of the Homelessness Plan through the establishment of additional Safe Stay Community sites.
2. Allows the City to continue to piggyback on the City of Salem contract to purchase shelters.
3. Allows the City to take advantage of 2021 pricing before the unit prices increase.

Disadvantage(s)

None

Budget Impact

All costs associated with the additional Safe Stay Community will be funded by the Affordable Housing Sales Tax. The relevant appropriation will be allocated in the First Supplemental of 2022.

Prior Council Review

November 1, 2021 - City Manager Communications update on supported campsite equipment recommendation.

Action Requested

Authorize the City Manager or their designee to approve purchases not to exceed $402,105.98 from Pallet on the City of Salem Contract to purchase additional modular units for use in two Safe Stay Community sites.

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

ATTACHMENTS:

- Shelter quote from Pallet

info@palletshelter.com
(208) 572-5538

Expiration Date	1/10/2022
Created Date	12/27/2021
Quote Number	00000513

Company Address	1930 Merrill Creek Pkwy, Suite A Everett, WA 98203 USA	Contact Name	Kerry Peck
		Email	kerry.peck@cityofvancouver.us
Bill To Name	City of Vancouver	Ship To Name	City of Vancouver

Product	Sales Price	Quantity	Total Price
Shelter 64 SQF .5" Insulated	$5,495.00	40.00	$219,800.00
Shelter 100 SQF - 1.5" Insulated	$8,995.00	2.00	$17,990.00
120v Electrical Kit w/ 1500w Heater	$999.00	42.00	$41,958.00
Folding Bunk Bed	$299.00	80.00	$23,920.00
Custom Fit Mattress Pad	$249.00	80.00	$19,920.00
Assembly Services	$900.00	42.00	$37,800.00

Subtotal	$361,388.00
Tax	$30,717.98
Shipping and Handling	$10,000.00
Grand Total	$402,105.98

Notes

A 6,000 lbs. forklift with 8 foot forks will be needed onsite for delivery at the responsibility and cost of the customer. Pallet is not responsible for site grading, leveling of shelters, staking to the ground, or electrical connections to the shelters.

Terms and Conditions

NOTICE: This Quote contains the preliminary non-binding terms of purchase and sale by and between Pallet SPC and the Customer listed above. This Quote does not constitute an offer to sell, and shall automatically expire ninety (90) calendar days from the date of issuance, unless terminated sooner by: (i) written notice from Pallet SPC to Customer; or (ii) upon the delivery of an SOW by Pallet SPC to Customer. All Pallet SPC materials, publications and websites are maintained as sources of general information and are not quotations or offers to sell. All clerical errors are subject to unilateral correction by Pallet SPC, in its sole discretion. Any order, written or verbal, based in any way on this Quote, shall not be binding on Pallet SPC. All orders shall be based on, and governed by, the terms and conditions of the applicable Master Product and Services Agreement Statement of Work ("SOW"), issued by Pallet SPC after a request for a purchase order from Customer. No agreement to purchase or sell products or services shall be binding upon Pallet SPC absent a written and executed SOW.

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:

$ 3,553,516.75 this 10th day of January 2022.

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

DocuSigned by:
Ty Stober
3EEB713B42764A7...
COUNCILMEMBER

Cyndi A Turner
AUDITING OFFICER

DocuSigned by:
8282D0BA45A64D2...
COUNCILMEMBER

DATE	INCLUSIVE CHECK NUMBERS	CHECK TOTAL
December 28, 2021 - January 3, 2022	Accounts Payable Checks (see attached)	$ 3,495,445.00
December 28, 2021 - January 3, 2022	Hansen City Payments (see attached)	$ 2,437.43
December 28, 2021 - January 3, 2022	Visa Refunds (see attached)	$ 2,662.00
December 28, 2021 - January 3, 2022	Payroll Checks (see attached)	$ 52,972.32
TOTAL		**$ 3,553,516.75**

INVOICE PAYMENTS REPORT

Payment Category	Payment Type	Check Number	Payment Date	Payment Amount	Payment Payee	Payment Memo if applicable
Procurement Card Payment	Manual Wire	No Reference	12/27/2021	569,852.40	CoV Procurement Card	
Supplier Payment	Manual Wire	No Reference	12/27/2021	46,596.19	Gallagher Bassett Services Inc	
Supplier Payment	Manual Wire	No Reference	12/27/2021	110,395.27	Gallagher Bassett Services Inc	
Supplier Payment	Manual Wire	No Reference	12/27/2021	29,285.16	State of Oregon Department of Revenue	
Supplier Payment	Manual Wire	No Reference	12/28/2021	209,948.21	Blue Cross Blue Shield of Oregon	
Supplier Payment	Manual Wire	No Reference	12/28/2021	321,891.94	State of Washington Department of Revenue	
Supplier Payment	Manual Wire	No Reference	12/28/2021	13,938.90	Washington Dental Service	
Supplier Payment	Manual Wire	No Reference	12/29/2021	8,938.13	Bank Of America N.A. - Remit-To: Charlotte NC	
Supplier Payment	Manual Wire	No Reference	12/30/2021	53,081.31	Gallagher Bassett Services Inc	
Supplier Payment	Manual Wire	No Reference	12/30/2021	162.00	State of Washington Department of Licensing - Remit-To: DOL - Seattle Remit	
Supplier Payment	Manual Wire	No Reference	12/30/2021	702,098.16	State of Washington Department of Retirement System (PERS)	
Supplier Payment	Manual Wire	No Reference	12/31/2021	3,094.47	Internal Revenue Service	
			Manual Wire Total	**2,069,282.14**		
Expense Payment	Direct Deposit	EFT-00129789	12/31/2021	225.00	Lance Leedom	Employee Reimbursement
Expense Payment	Direct Deposit	EFT-00129790	12/31/2021	170.50	Obie Bowman	Employee Reimbursement
Expense Payment	Direct Deposit	EFT-00129791	12/31/2021	122.25	Robert Weber	Employee Reimbursement
Expense Payment	Direct Deposit	EFT-00129792	12/31/2021	215.39	Jason Oldham	Employee Reimbursement
Expense Payment	Direct Deposit	EFT-00129793	12/31/2021	37.25	Jaime Blas lopez	Employee Reimbursement
Expense Payment	Direct Deposit	EFT-00129794	12/31/2021	184.99	Bryan Tenold	Employee Reimbursement
Expense Payment	Direct Deposit	EFT-00129795	12/31/2021	85.51	Daniel Perez	Employee Reimbursement
Expense Payment	Direct Deposit	EFT-00129796	12/31/2021	271.32	Brent Eastes	Employee Reimbursement
Expense Payment	Direct Deposit	EFT-00129797	12/31/2021	85.50	Greg Catton	Employee Reimbursement
Expense Payment	Direct Deposit	EFT-00129798	12/31/2021	340.13	Scott Boyer	Employee Reimbursement
Expense Payment	Direct Deposit	EFT-00129799	12/31/2021	225.00	Julian Doane	Employee Reimbursement
Expense Payment	Direct Deposit	EFT-00129800	12/31/2021	183.90	Jeremiah Frenz	Employee Reimbursement
Expense Payment	Direct Deposit	EFT-00129801	12/31/2021	13.46	Kelly Lund	Employee Reimbursement
Expense Payment	Direct Deposit	EFT-00129802	12/31/2021	133.88	Robert Skucas	Employee Reimbursement
Expense Payment	Direct Deposit	EFT-00129803	12/31/2021	295.81	Wayne Folkers	Employee Reimbursement
Expense Payment	Direct Deposit	EFT-00129804	12/31/2021	225.00	Austin Craig	Employee Reimbursement
Expense Payment	Direct Deposit	EFT-00129805	12/31/2021	350.00	John Kendall	Employee Reimbursement
Expense Payment	Direct Deposit	EFT-00129806	12/31/2021	147.94	Joseph Graaff	Employee Reimbursement
Expense Payment	Direct Deposit	EFT-00129807	12/31/2021	200.71	Cody Beebe	Employee Reimbursement
			Direct Deposit Total	**3,513.54**		
Supplier Payment	EFT	EFT-00129808	12/31/2021	21,146.14	Lynn K Wittwer MD PC	
Supplier Payment	EFT	EFT-00129809	12/31/2021	862.38	Universal Field Services Inc	
Supplier Payment	EFT	EFT-00129810	12/31/2021	1,342.72	Purple Communications Inc	
Supplier Payment	EFT	EFT-00129811	12/31/2021	3,933.13	Fire Systems West	
Supplier Payment	EFT	EFT-00129812	12/31/2021	21,650.91	Metereaders LLC	
Supplier Payment	EFT	EFT-00129813	12/31/2021	4,394.88	MacKay Sposito Inc	
Supplier Payment	EFT	EFT-00129814	12/31/2021	675.00	Rapid Response Bio Clean Inc.	
Supplier Payment	EFT	EFT-00129815	12/31/2021	34,249.10	Jacobs Engineering Group Inc	
Supplier Payment	EFT	EFT-00129816	12/31/2021	629,903.08	Operations Management International Inc	
Supplier Payment	EFT	EFT-00129817	12/31/2021	21,689.26	Lee Contractors LLC	

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

INVOICE PAYMENTS REPORT

Payment Category	Payment Type	Check Number	Payment Date	Payment Amount	Payment Payee	Payment Memo if applicable
Supplier Payment	EFT	EFT-00129818	12/31/2021	21,908.67	Share Inc	
Supplier Payment	EFT	EFT-00129819	12/31/2021	5,090.62	Otak Inc	
Supplier Payment	EFT	EFT-00129820	12/31/2021	2,991.74	HDR Engineering Inc	
Supplier Payment	EFT	EFT-00129821	12/31/2021	408.00	Rotschy Inc	
			EFT Total	**770,245.63**		
Ad Hoc Payment	Check	27457	12/29/2021	212.65	Alicia Damewood and Mitchell Wiser	Utility Refunds: 0023078200-02
Ad Hoc Payment	Check	27458	12/29/2021	90.00	Apple Washington II LLC	Refund: Bus Lic Fees ref COVID-19 surch ref Prog
Ad Hoc Payment	Check	27459	12/29/2021	90.00	Apple Washington II LLC	Refund: Bus Lic Fees Ref Covid-19 surch ref prog
Ad Hoc Payment	Check	27460	12/29/2021	59.51	Area Heating & Cooling	MPE-312868
Ad Hoc Payment	Check	27461	12/29/2021	25.13	Aron Electrical Construction	Utility Refunds: 0130002564-10
Ad Hoc Payment	Check	27462	12/29/2021	53.12	Bafford,Howard	Utility Refunds: 0000003114-03
Ad Hoc Payment	Check	27463	12/29/2021	198.55	Ballou,Julie	Utility Refunds: 0038040300-07
Ad Hoc Payment	Check	27464	12/29/2021	40.00	Brennan Honeycutt & Megan Stowell	Utility Refunds: 0500002330-03
Ad Hoc Payment	Check	27465	12/29/2021	135.70	Brown,Kaylee	Utility Refunds: 0000004016-02
Ad Hoc Payment	Check	27466	12/29/2021	170.11	Brunsch,Matt and Sharon	Utility Refunds: 0017013400-03
Ad Hoc Payment	Check	27467	12/29/2021	204.46	Carlson,Afton	Utility Refunds: 0156003303-03
Ad Hoc Payment	Check	27468	12/29/2021	66.00	Cascade West Development Inc	Utility Refunds: 0500004541-01 Consolidated refund created from multiple refunds
Ad Hoc Payment	Check	27469	12/29/2021	127.55	Cassie Vargas and Jose DeJesus Vargas Guerra	Utility Refunds: 0035033810-02
Ad Hoc Payment	Check	27470	12/29/2021	195.00	Castaneda,Zachary and Christina	Utility Refunds: 0029027100-01
Ad Hoc Payment	Check	27471	12/29/2021	132.13	Ceccacci,Brandon and Caitlin	Utility Refunds: 0039014056-07
Ad Hoc Payment	Check	27472	12/29/2021	379.73	Christine, James and Teresa Betts,James Natherson	Utility Refunds: 0161007680-03
Ad Hoc Payment	Check	27473	12/29/2021	80.00	Claudia Pepin/Charles Denton	Refund: Alarm billing acct 20509 inv 99460308
Ad Hoc Payment	Check	27474	12/29/2021	30.18	Curry,John and Theresa	Utility Refunds: 0011002000-02
Ad Hoc Payment	Check	27475	12/29/2021	46.75	Dahl,Cynthia	Utility Refunds: 0000007889-04
Ad Hoc Payment	Check	27476	12/29/2021	36.12	Dennis Leland & Steven Peterson	Utility Refunds: 0147012900-02
Ad Hoc Payment	Check	27477	12/29/2021	200.69	DNG Holdings LLC	Utility Refunds: 0018002000-02
Ad Hoc Payment	Check	27478	12/29/2021	200.00	East Park Church	Refund: Alarm billing acct 12464 inv99453133
Ad Hoc Payment	Check	27479	12/29/2021	81.34	Elliott,William	Utility Refunds: 0030043700-01
Ad Hoc Payment	Check	27480	12/29/2021	1,031.45	Engie Insight - MS 7179	Utility Refunds: 0023066906-05 Consolidated refund created from multiple refunds
Ad Hoc Payment	Check	27481	12/29/2021	132.05	Esfahani,Kamshad	Utility Refunds: 0023091104-05
Ad Hoc Payment	Check	27482	12/29/2021	61.12	Evershed,Jeffrey and Diane	Utility Refunds: 0165000270-07
Ad Hoc Payment	Check	27483	12/29/2021	402.82	Faiyaz,Mohammed	Utility Refunds: 0147018900-01 Consolidated refund created from multiple refunds
Ad Hoc Payment	Check	27484	12/29/2021	45.48	Finn,Gretchen	Utility Refunds: 0028018100-01
Ad Hoc Payment	Check	27485	12/29/2021	31.76	Foerster,Kenneth and Kristine	Utility Refunds: 0018047400-06
Ad Hoc Payment	Check	27486	12/29/2021	134.54	Forbes,Craig	Utility Refunds: 0000002920-03
Ad Hoc Payment	Check	27487	12/29/2021	154.00	Gerson,Lee	Utility Refunds: 0011002070-01
Ad Hoc Payment	Check	27488	12/29/2021	115.32	Goode,Christine	Utility Refunds: 0032026805-09
Ad Hoc Payment	Check	27489	12/29/2021	266.68	Goode,Christine and Richard	Utility Refunds: 0032026805-09
Ad Hoc Payment	Check	27490	12/29/2021	127.98	Griffith,Aaron	Utility Refunds: 0030028400-08 Consolidated refund created from multiple refunds
Ad Hoc Payment	Check	27491	12/29/2021	228.62	Gullickson,Brent	Utility Refunds: 0071076610-01 Consolidated refund created from multiple refunds
Ad Hoc Payment	Check	27492	12/29/2021	228.37	Guzman,Juan and Melissa	Utility Refunds: 0048068673-02
Ad Hoc Payment	Check	27493	12/29/2021	24.48	Haar,Jace and Morgan	Utility Refunds: 0015049250-08
Ad Hoc Payment	Check	27494	12/29/2021	155.97	Harney LLC	Utility Refunds: 0006024200-03
Ad Hoc Payment	Check	27495	12/29/2021	350.82	Henry Fennell and Bethany Shorey-Fennell	Utility Refunds: 0006012402-14
Ad Hoc Payment	Check	27496	12/29/2021	45.05	Hodel,Eric M	Utility Refunds: 0126000182-07
Ad Hoc Payment	Check	27497	12/29/2021	346.10	Hunter,Michelle and Ross	Utility Refunds: 0000008987-02

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INVOICE PAYMENTS REPORT

Payment Category	Payment Type	Check Number	Payment Date	Payment Amount	Payment Payee	Payment Memo if applicable
Ad Hoc Payment	Check	27498	12/29/2021	179.14	Jagannathan,Subadhra	Utility Refunds: 0000005192-02
Ad Hoc Payment	Check	27499	12/29/2021	20.00	James/Marilyn Correll	Refund: alarm billing acct 8431 inv 99460800
Ad Hoc Payment	Check	27500	12/29/2021	36.54	Jarred Bowman and Debbie Ordonez	Utility Refunds: 0500002994-02
Ad Hoc Payment	Check	27501	12/29/2021	447.70	Jerry J Harms Jr and Sheberria Harms	Utility Refunds: 0106033700-04
Ad Hoc Payment	Check	27502	12/29/2021	119.88	Karrin A Wilson & Krystal Saling	Utility Refunds: 0000003746-02
Ad Hoc Payment	Check	27503	12/29/2021	176.42	Keaton,Christopher	Utility Refunds: 0003040000-08
Ad Hoc Payment	Check	27504	12/29/2021	691.00	Klein,Lisa M	Utility Refunds: 0087010159-02 Consolidated refund created from multiple refunds
Ad Hoc Payment	Check	27505	12/29/2021	106.30	Kononenko,Vyacheslav and Inna	Utility Refunds: 0155021000-01
Ad Hoc Payment	Check	27506	12/29/2021	115.00	Koulouris,Andreas I	Utility Refunds: 0092000900-03
Ad Hoc Payment	Check	27507	12/29/2021	342.08	La Cruz Urias,Juan	Utility Refunds: 0163001020-02
Ad Hoc Payment	Check	27508	12/29/2021	86.53	Lawrence,Chad	Utility Refunds: 0000003369-03
Ad Hoc Payment	Check	27509	12/29/2021	169.88	Leland,Dennis	Utility Refunds: 0147012900-02
Ad Hoc Payment	Check	27510	12/29/2021	146.79	Lockhorn,Robert and Linda	Utility Refunds: 0057050300-02
Ad Hoc Payment	Check	27511	12/29/2021	15,313.62	MADRONA POINT DEVELOPMENT	CMI-310637
Ad Hoc Payment	Check	27512	12/29/2021	23.30	Manzhura,Vitaliy	Utility Refunds: 0071000100-01
Ad Hoc Payment	Check	27513	12/29/2021	711.70	Manzhura,Vitaliy and Olga	Utility Refunds: 0071000100-01
Ad Hoc Payment	Check	27514	12/29/2021	21.96	Marcus Clegg and Tania Guerrero	Utility Refunds: 0015038230-06
Ad Hoc Payment	Check	27515	12/29/2021	378.79	Mark Sherman Peterson Trustee	Utility Refunds: 0041010320-02
Ad Hoc Payment	Check	27516	12/29/2021	139.86	Mark Zeman	Refund: lot 18 P1/P2 permit returned COV10809
Ad Hoc Payment	Check	27517	12/29/2021	190.19	Matveyev,Alexander	Utility Refunds: 0046012687-01
Ad Hoc Payment	Check	27518	12/29/2021	70.79	Mauke,Seei	Utility Refunds: 0012063400-05
Ad Hoc Payment	Check	27519	12/29/2021	130.39	Mayea,Allison	Utility Refunds: 0005025200-02
Ad Hoc Payment	Check	27520	12/29/2021	84.60	Mcatee,Logan & Stephanie	Utility Refunds: 0000001041-04
Ad Hoc Payment	Check	27521	12/29/2021	203.00	McNeil,Ryan and Jamie	Utility Refunds: 0040072070-05
Ad Hoc Payment	Check	27522	12/29/2021	1,440.00	MDDS LLC	Refund: Bus Lic Fees Ref COVID-19 surch ref prog
Ad Hoc Payment	Check	27523	12/29/2021	108.05	Michener,Patrick	Utility Refunds: 0033067900-03
Ad Hoc Payment	Check	27524	12/29/2021	142.92	Mickey Ky Sopha and Srijan Buakhao	Utility Refunds: 0108010050-05
Ad Hoc Payment	Check	27525	12/29/2021	71.06	Moore,Dustin	Utility Refunds: 0107000881-05
Ad Hoc Payment	Check	27526	12/29/2021	78.68	Morgan,Hunter	Utility Refunds: 0025008600-03
Ad Hoc Payment	Check	27527	12/29/2021	56.43	Morgan,Stewart	Utility Refunds: 0018088600-12
Ad Hoc Payment	Check	27528	12/29/2021	46.61	Muhareb,Celeste and Shadi	Utility Refunds: 0017058000-03
Ad Hoc Payment	Check	27529	12/29/2021	59.51	Nathan Henifen	MPE-311718
Ad Hoc Payment	Check	27530	12/29/2021	41.27	Natherson,James	Utility Refunds: 0161007680-03
Ad Hoc Payment	Check	27531	12/29/2021	70.47	O'Neill,Brian	Utility Refunds: 0000004325-03
Ad Hoc Payment	Check	27532	12/29/2021	129.00	Pattison,William and Lesley	Utility Refunds: 0152002522-04
Ad Hoc Payment	Check	27533	12/29/2021	284.29	Patton,Chad P and Natausha L	Utility Refunds: 0046012716-04
Ad Hoc Payment	Check	27534	12/29/2021	50.00	PCS	Refund: Alarm billing Burlington Coat Factory Acct T-3412 inv 99238246
Ad Hoc Payment	Check	27535	12/29/2021	70.00	PCS	Refund: Alarm billing Thai Little Home acct 9699 inv 99390133 inv 99398338
Ad Hoc Payment	Check	27536	12/29/2021	164.90	Peck,Larry and Pamela	Utility Refunds: 0026016100-01
Ad Hoc Payment	Check	27537	12/29/2021	545.02	Perlo Construction	Utility Refunds: 0000006904-11
Ad Hoc Payment	Check	27538	12/29/2021	185.90	Phyllis J Georgeades Trust	Utility Refunds: 0022066009-04
Ad Hoc Payment	Check	27539	12/29/2021	140.16	Raoul Rouzan Campbell	Utility Refunds: 0029037000-05
Ad Hoc Payment	Check	27540	12/29/2021	124.28	Rebecca A Miller & Gwynne L McCay	Utility Refunds: 0000002901-04
Ad Hoc Payment	Check	27541	12/29/2021	149.92	Rivera,Oscar J	Utility Refunds: 0063008874-02
Ad Hoc Payment	Check	27542	12/29/2021	28.31	Robertson,Veronica J and Alden R	Utility Refunds: 0161012130-05
Ad Hoc Payment	Check	27543	12/29/2021	101.63	Ruiz,Daniel	Utility Refunds: 0118000113-05
Ad Hoc Payment	Check	27544	12/29/2021	176.00	Sankararaman,Sandeep	Utility Refunds: 0000005192-02

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INVOICE PAYMENTS REPORT

Payment Category	Payment Type	Check Number	Payment Date	Payment Amount	Payment Payee	Payment Memo if applicable
Ad Hoc Payment	Check	27545	12/29/2021	25.00	Sawtooth Caulking Inc	Refund: ovrpymt citation 7202909060
Ad Hoc Payment	Check	27546	12/29/2021	75.57	Schwartz,Natalie	Utility Refunds: 0000004140-03
Ad Hoc Payment	Check	27547	12/29/2021	213.00	Scott A Smith and Kelly S Osborn	Utility Refunds: 0165000290-04
Ad Hoc Payment	Check	27548	12/29/2021	68.62	Shelton,Barry	Utility Refunds: 0500001989-02
Ad Hoc Payment	Check	27549	12/29/2021	64.96	Short,Corey and Lillian	Utility Refunds: 0072014209-18
Ad Hoc Payment	Check	27550	12/29/2021	107.11	Shyduik,Lucas	Utility Refunds: 0000001480-02
Ad Hoc Payment	Check	27551	12/29/2021	56.91	Signpost Homes Inc	Utility Refunds: 0000009190-03
Ad Hoc Payment	Check	27552	12/29/2021	190.27	Snow,Chantel	Utility Refunds: 0122002709-04 Consolidated refund created from multiple refunds
Ad Hoc Payment	Check	27553	12/29/2021	24.73	Snow,Chantel and Joshua	Utility Refunds: 0122002709-04
Ad Hoc Payment	Check	27554	12/29/2021	124.89	Spencer,Karen	Utility Refunds: 0039072543-04
Ad Hoc Payment	Check	27555	12/29/2021	1,103.11	Steamboat Landing Homeowners Association	Utility Refunds: 0012078130-05
Ad Hoc Payment	Check	27556	12/29/2021	83.36	Steward,James and Kathleen	Utility Refunds: 0042008218-02
Ad Hoc Payment	Check	27557	12/29/2021	1,350.00	Stromer DB LLC	Refund: bus lic fees ref COVID-19 surch ref Prog
Ad Hoc Payment	Check	27558	12/29/2021	195.47	Stuber,Alycia	Utility Refunds: 0019072340-03 Consolidated refund created from multiple refunds
Ad Hoc Payment	Check	27559	12/29/2021	239.59	The Estate of Pejo Tomic	Utility Refunds: 0000002391-04 Consolidated refund created from multiple refunds
Ad Hoc Payment	Check	27560	12/29/2021	99.53	The Management Group	Utility Refunds: 0000004325-03
Ad Hoc Payment	Check	27561	12/29/2021	198.45	The Management Group	Utility Refunds: 0000002091-03
Ad Hoc Payment	Check	27562	12/29/2021	198.36	The Management Group	Utility Refunds: 0165000270-07
Ad Hoc Payment	Check	27563	12/29/2021	233.21	Thomas Harold and Judith Estabrook Spencer	Utility Refunds: 0063088689-01
Ad Hoc Payment	Check	27564	12/29/2021	187.37	Trinh,Andy and Sarah	Utility Refunds: 0032041300-09
Ad Hoc Payment	Check	27565	12/29/2021	20.00	Turbo Painting INC	Refund: alarm billing acct 16494 inv 99457973
Ad Hoc Payment	Check	27566	12/29/2021	63.09	Vasilchenko,Vitaliy & Aliona	Utility Refunds: 0000003097-04
Ad Hoc Payment	Check	27567	12/29/2021	110.07	Veronica Chenvert and Chad Avery	Utility Refunds: 0009071100-16
Ad Hoc Payment	Check	27568	12/29/2021	164.00	Walton,Bradley	Utility Refunds: 0000002837-03
Ad Hoc Payment	Check	27569	12/29/2021	164.75	Webb,Jason A and Ona M	Utility Refunds: 0002000111-02
Ad Hoc Payment	Check	27570	12/29/2021	162.31	Weiler,Rovene	Utility Refunds: 0101001022-01 Consolidated refund created from multiple refunds
Ad Hoc Payment	Check	27571	12/29/2021	488.24	Westmont Place Homeowners Association	Utility Refunds: 0039001515-01
Ad Hoc Payment	Check	27572	12/29/2021	120.86	Westmont Place Homeowners Association	Utility Refunds: 0039001510-01
Ad Hoc Payment	Check	27573	12/29/2021	44.03	Wharton Construction and Restoration LLC	Utility Refunds: 0006024200-03
Ad Hoc Payment	Check	27574	12/29/2021	154.56	Wheeler,Richard and Katrina	Utility Refunds: 0020026200-09
Ad Hoc Payment	Check	27575	12/29/2021	88.20	Wilson,Matthew and Charlotte	Utility Refunds: 0010008700-09
Ad Hoc Payment	Check	27576	12/29/2021	20.89	Win Win Property Solutions Inc	Utility Refunds: 0069078700-02
Ad Hoc Payment	Check	27577	12/29/2021	62.00	Wright,Brenda	Utility Refunds: 0066033600-01 Consolidated refund created from multiple refunds
Ad Hoc Payment	Check	27578	12/30/2021	50.00	State of Washington Department of Ecology	Permit extension request fee
Customer Refund	Check	27579	12/29/2021	1,699.60	GALE CONTRACTOR SERVICES	Duplicate payment of invoice # 00020410
Supplier Payment	Check	27580	12/30/2021	23.50	Airgas, Inc	
Supplier Payment	Check	27581	12/30/2021	11,153.06	AKS Engineering & Forestry LLC	
Supplier Payment	Check	27582	12/30/2021	100.00	American Inns of Court Foundation	
Supplier Payment	Check	27583	12/30/2021	3,076.30	Annas Consultants Inc	
Supplier Payment	Check	27584	12/30/2021	144.32	Aramark Uniform & Career Apparel LLC - Remit-To: Aramark - Pasadena	
Supplier Payment	Check	27585	12/30/2021	18,173.75	Arborscape Ltd Inc	
Supplier Payment	Check	27586	12/30/2021	6,645.76	Bacon Collision	
Supplier Payment	Check	27587	12/30/2021	550.00	Cascade Centers Inc	
Supplier Payment	Check	27588	12/30/2021	8,365.00	CBG Communications Inc	
Supplier Payment	Check	27589	12/30/2021	26,905.03	CECO Inc	
Supplier Payment	Check	27590	12/30/2021	1,818.39	Cellco Partnership - Remit-To: Cellco - Dallas	

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INVOICE PAYMENTS REPORT

Payment Category	Payment Type	Check Number	Payment Date	Payment Amount	Payment Payee	Payment Memo if applicable
Supplier Payment	Check	27591	12/30/2021	159.00	City of Vancouver - Remit-To: COV Main	
Supplier Payment	Check	27592	12/30/2021	698.74	Clark Public Utility District No. 1	
Supplier Payment	Check	27593	12/30/2021	5.63	Clark Public Utility District No. 1	
Supplier Payment	Check	27594	12/30/2021	28.95	Clark Public Utility District No. 1	
Supplier Payment	Check	27595	12/30/2021	29.85	Clark Public Utility District No. 1	
Supplier Payment	Check	27596	12/30/2021	31.15	Clark Public Utility District No. 1	
Supplier Payment	Check	27597	12/30/2021	31.31	Clark Public Utility District No. 1	
Supplier Payment	Check	27598	12/30/2021	32.13	Clark Public Utility District No. 1	
Supplier Payment	Check	27599	12/30/2021	30.99	Clark Public Utility District No. 1	
Supplier Payment	Check	27600	12/30/2021	32.05	Clark Public Utility District No. 1	
Supplier Payment	Check	27601	12/30/2021	38,099.35	Clary Longview LLC	
Supplier Payment	Check	27602	12/30/2021	104.92	Comcast Holdings Corporation - Remit-To: Comcast Business - City of Industry	
Supplier Payment	Check	27603	12/30/2021	64.95	Comcast Holdings Corporation - Remit-To: Comcast Business - City of Industry	
Supplier Payment	Check	27604	12/30/2021	13.68	Comcast Holdings Corporation - Remit-To: Comcast Business - City of Industry	
Supplier Payment	Check	27605	12/30/2021	181.52	Comcast Holdings Corporation - Remit-To: Comcast Business - City of Industry	
Supplier Payment	Check	27606	12/30/2021	1,245.15	Day Management Corp	
Supplier Payment	Check	27607	12/30/2021	281.31	Dex Media West	
Supplier Payment	Check	27608	12/30/2021	9,994.97	Epic Land Solutions, Inc.	
Supplier Payment	Check	27609	12/30/2021	6,680.16	Executive Diversity Services	
Supplier Payment	Check	27610	12/30/2021	9,617.60	Gallagher Bassett Services Inc	
Supplier Payment	Check	27611	12/30/2021	194.57	Genuine Parts Company	
Supplier Payment	Check	27612	12/30/2021	969.76	Global Transportation Engineering Corporation	
Supplier Payment	Check	27613	12/30/2021	11,429.66	Gray & Osborne Inc	
Supplier Payment	Check	27614	12/30/2021	22,196.69	Herrera Environmental Consultants Inc	
Supplier Payment	Check	27615	12/30/2021	1,131.39	Industrial Scientific Corporation - Remit-To: Industrial Scientific Corp - Pittsburgh	
Supplier Payment	Check	27616	12/30/2021	3,971.14	Invintus Media LLC	
Supplier Payment	Check	27617	12/30/2021	1,300.00	Jeff Ellis & Associates	
Supplier Payment	Check	27618	12/30/2021	11,620.00	Jensen Hughes Inc	
Supplier Payment	Check	27619	12/30/2021	25,875.29	Key Code Media, Inc	
Supplier Payment	Check	27620	12/30/2021	4,513.85	Kittelson & Associates Inc	
Supplier Payment	Check	27621	12/30/2021	32.93	Kronos Incorporated - Remit-To: Atlanta	
Supplier Payment	Check	27622	12/30/2021	11,024.01	Maul Foster & Alongi Inc	
Supplier Payment	Check	27623	12/30/2021	13,766.00	Moss Adams LLP	
Supplier Payment	Check	27624	12/30/2021	15,470.00	Moss Adams LLP - Remit-To: Moss Adams LLP Pasadena	
Supplier Payment	Check	27625	12/30/2021	3,426.94	Municipal Emergency Services Inc - Remit-To: Municipal Emergency Services - Chicago	
Supplier Payment	Check	27626	12/30/2021	9,041.26	Murray Smith Inc	
Supplier Payment	Check	27627	12/30/2021	22.00	Northwest Natural Gas Company - Remit-To: NW Natural - Portland	
Supplier Payment	Check	27628	12/30/2021	8,005.49	Northwest Staffing Resources Inc - Remit-To: NW Staffing - Portland	
Supplier Payment	Check	27629	12/30/2021	340.00	OM Stone, Inc	
Supplier Payment	Check	27630	12/30/2021	2,062.04	Pacific Sports Turf, Inc.	

INVOICE PAYMENTS REPORT

Payment Category	Payment Type	Check Number	Payment Date	Payment Amount	Payment Payee	Payment Memo if applicable
Supplier Payment	Check	27631	12/30/2021	9,928.74	Parametrix, Inc	
Supplier Payment	Check	27632	12/30/2021	45.00	Parkeon	
Supplier Payment	Check	27633	12/30/2021	197.68	Pitney Bowes Inc	
Supplier Payment	Check	27634	12/30/2021	70.00	Porter W Yett Company	
Supplier Payment	Check	27635	12/30/2021	35,192.23	Portland Adventist Medical Center	
Supplier Payment	Check	27636	12/30/2021	436.00	Port of Vancouver USA - Remit-To: Supplier Port of Vancouver	
Supplier Payment	Check	27637	12/30/2021	2,980.80	PPC Solutions Inc	
Supplier Payment	Check	27638	12/30/2021	6,596.37	Precision Concrete Cutting Inc - Remit-To: Supplier Precision Concrete Cutting Inc	
Supplier Payment	Check	27639	12/30/2021	18,710.02	Proforce Marketing Inc	
Supplier Payment	Check	27640	12/30/2021	3,997.50	RH2 Engineering, Inc.	
Supplier Payment	Check	27641	12/30/2021	8,035.20	Robert Half International Inc	
Supplier Payment	Check	27642	12/30/2021	5,203.20	SafeFire LLC	
Supplier Payment	Check	27643	12/30/2021	6,267.00	Sequence Graphics LLC	
Supplier Payment	Check	27644	12/30/2021	371.84	Software House International SHI - Remit-To: SHI - Dallas	
Supplier Payment	Check	27645	12/30/2021	5,802.82	State of Washington Department of Transportation	
Supplier Payment	Check	27646	12/30/2021	276.10	Stericycle Inc	
Supplier Payment	Check	27647	12/30/2021	70,578.36	Summit Law Group	
Supplier Payment	Check	27648	12/30/2021	34,113.93	The Pape Group Inc - Remit-To: Pape - Ditch Witch	
Supplier Payment	Check	27649	12/30/2021	651.00	Towing & Recovering Services Inc	
Supplier Payment	Check	27650	12/30/2021	3,010.38	Triple J Enterprises	
Supplier Payment	Check	27651	12/30/2021	14.05	United Parcel Service	
Supplier Payment	Check	27652	12/30/2021	614.00	Vancouver Aire LLC	
Supplier Payment	Check	27653	12/30/2021	750.00	Video Consultants NW LLC	
Supplier Payment	Check	27654	12/30/2021	12,557.86	Wallis Engineering PLLC	
Supplier Payment	Check	27655	12/30/2021	4,499.20	Walter E Nelson Company	
Supplier Payment	Check	27656	12/30/2021	3,752.54	Wapiti NW LLC	
Supplier Payment	Check	27657	12/30/2021	100.00	Washington Association of Telecommunications Officers and Advisors (WATOA)	
Supplier Payment	Check	27658	12/30/2021	3,404.00	Washington State Criminal Justice Training Commission	
Supplier Payment	Check	27659	12/30/2021	551.33	Washington State Healthcare Authority	
Supplier Payment	Check	27660	12/30/2021	43,556.18	Wilson Oil Inc	
Supplier Payment	Check	27661	12/30/2021	18,702.29	Wire Works LLC	
Supplier Payment	Check	27662	12/30/2021	472.53	WSP USA Inc. - Remit-To: WSP USA Inc. Dallas	
Supplier Payment	Check	27663	12/30/2021	76.09	XPO Logistics Enterprise Services, Inc - Remit-To: XPO - Portland	
Supplier Payment	Check	27664	12/30/2021	40.73	Ziply Fiber	
Ad Hoc Payment	Check	27665	12/30/2021	481.49	Cassandra Rux	Payment for Lost Impound Hearing - C. Rux
Supplier Payment	Check	27666	12/30/2021	664.94	Physio-Control Inc - Remit-To: Stryker Medical	
Supplier Payment	Check	27667	12/30/2021	17,376.70	Precision Concrete Cutting Inc - Remit-To: Supplier Precision Concrete Cutting Inc	
Supplier Payment	Check	27668	12/30/2021	499.00	Roger A Bennett Attorney at Law	
Supplier Payment	Check	27669	12/30/2021	94.94	Triple J Enterprises	
Supplier Payment	Check	27670	12/30/2021	520.80	YOLO Washington LLC	

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INVOICE PAYMENTS REPORT

Payment Category	Payment Type	Check Number	Payment Date	Payment Amount	Payment Payee	Payment Memo if applicable
Supplier Payment	Check	27671	12/30/2021	1,340.00	United States Postal Service - Remit-To: United States Postal Service Caples	
		Check Total		652,403.69		
		Manual Wire Total		**2,069,282.14**		
		Direct Deposit Total		**3,513.54**		
		EFT Total		**770,245.63**		
		SUBTOTAL		**3,495,445.00**		
Hansen		**Hansen Total**	1/3/2022	**2,437.43**	City Payments	Posted 12-27-21 to 01-02-22
VISA			1/3/2022	1,675.00	Miscellaneous	Parks Class Refunds - FCC 12-27-21 to 01-02-22
VISA			1/3/2022	987.00	Miscellaneous	Parks Class Refunds - MCC 12-27-21 to 01-02-22
VISA			1/3/2022	0.00	Miscellaneous	Parks Class Refunds - Special Events 12-27-21 to 01-02-22
VISA			1/3/2022	0.00	Miscellaneous	Parks Class Refunds - WREC 12-27-21 to 01-02-22
		VISA Total		**2,662.00**		
		Payroll Total		**52,972.32**		
		TOTAL		**3,553,516.75**		

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City of Vancouver
Payroll Council Report
December 27, 2021 - January 2, 2022

Check No.	Date	Explanation	Amount
129714	12/28/21	Replacement for NACHA return	$ 5,430.76
3558 - 3560	12/30/21	12 2021 Pension Payroll	$ 4,324.72
129667 - 129713	12/30/21	12 2021 Pension Direct Deposits	$ 43,216.84

$ 52,972.32