

City Council Meeting Agenda September 22, 2025

In accordance with the Open Public Meetings Act (OPMA), the Vancouver City Council meeting will be open to in-person attendance. Options for viewing and/or participating in the meeting remotely will also be accommodated. The City Council will be attending this meeting in person.

All City Council workshops and meetings are broadcast ([live closed captioning available](#)), CVTV cable channels 23 / HD 323, and on the [City's Facebook page](#).

Public testimony will be accepted regarding any matter on the agenda below. Advance registration will be required.

Unless otherwise announced by the Presiding Officer, each speaker may testify once for up to three minutes under each public testimony opportunity below and will be asked to provide their name and city of residence for the record.

Testimony will be accepted in the following manner:

- **Written comments submitted in advance:** [Email comments to the City Council](#) until 12:00 p.m. September 22, 2025. Comments will be compiled and sent to the City Council and entered into the record.
- **In-person or remote testimony during the meeting:** Register in-person at City Hall. In-person registration is open until 6:30 p.m. on September 22, 2025. Instructions will be provided on-site. Register to testify online. Online registration is open until 12:00 p.m. on September 22, 2025.

Visit the [city's website](#) for more information and to register under Community Testimony or call the City Manager's Office at (360) 487-8600.

Further instructions for accessing the virtual meeting (for remote testimony) will be provided upon registration.

Upon request, printouts of agenda materials will be provided, including large print.

Council Dinner / Executive Session Re: Real Estate Negotiations RCW 42.30.110(1)(c) (45 minutes, 5:45-6:30 p.m.)

Regular Council Meeting

6:30 PM

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

Pledge of Allegiance

Call to Order and Roll Call

Proclamations

Deaf Awareness Week

Good Neighbor Week

National Day of Remembrance for Murdered Victims

Community Communication

This is the place on the agenda where the public is invited to speak to Council regarding any matter on the Agenda not already scheduled for Public Hearing. (Separate instructions are provided for offering testimony on Public Hearing when applicable.) This includes the option to testify about Workshops. Members of the public addressing Council are requested to give their name and city of residence for the audio record. Speakers are to limit their testimony to a total of three minutes for all items combined. RCW 42.17A.555 and City Council Policy 100-32 prohibit the use of public facilities to support or oppose any ballot measure, or to support or oppose any candidate for elective office. Any violation of these rules could result in a suspension of speaking privileges during public comment periods at City Council Meetings for 90 days or longer for multiple offenses.

Consent Agenda

The following items will be passed by a single motion to approve all listed actions and resolutions. There will be no discussion on these items unless requested by Council. If discussion is requested, the item will be moved from the Consent Agenda and considered separately – after the motion has been made and passed to approve the remaining items.

1. Contract Amendment – Outsiders Inn to Increase Budget for Safe Stay Communities 1 & 3 – C-100727

Staff Report: 192-25

Request: On Monday, September 22, 2025, authorize the City Manager, or designee, to execute a contract amendment for delivery of supportive services and site management at city-sanctioned Safe Stay Communities #1 and #3.

Kimbra Ledbetter, Financial Analyst, Jamie Spinelli, Homeless Response Manager,
Kimbra.Ledbetter@cityofvancouver.us, jamie.spinelli@cityofvancouver.us

2. Contract Award - Cascade Fire Equipment Corp for Purchasing and Customizing Fire Engines/Pumpers - C-102045

Staff Report: 193-25

Request: On Monday, September 22, 2025, authorize the City Manager, or designee, to finalize and execute a contract for up to \$7,000,000 with Cascade Fire Equipment Corp to purchase and customize fire engines and pumpers.

Jacob Mahan, Senior Management Analyst, jacob.mahan@cityofvancouver.us

3. Professional Services Agreement — Universal Protection Service, LP Security Services

Staff Report: 194-25

Request: On Monday, September 22, 2025, authorize the City Manager, or designee, to finalize

and execute a professional services agreement between the City of Vancouver and Universal Protection Service, LP (dba Allied Universal Security) for an estimated amount not to exceed \$3,000,000 for the life of the contract.

Anna Vogel, Procurement Manager, anna.vogel@cityofvancouver.us

4. Interlocal Agreement - City of Vancouver and Association of Washington Cities Benefits Pool

A RESOLUTION adopting the Interlocal Agreement to enter the Association of Washington Cities Employee Benefit Trust Health Care Program as required by Ch. 48.62 RCW and WAC 200-110-030.

Staff Report: 195-25

Request: On Monday, September 22, 2025, by Resolution approve the Interlocal Agreement for the City to join the Association of Washington Cities (AWC) Benefits Pool for provision of certain healthcare and healthcare-related benefits.

Antoinette Gasbarre, Human Resources Director,
Antoinette.Gasbarre@cityofvancouver.us

5. Approval of Claim Vouchers

Request: Approve claim vouchers for September 22, 2025.

Public Hearings

The following item(s) are scheduled for public hearing. Members of the public addressing Council are requested to give their name and city of residence for the audio record. Unless otherwise announced by the Presiding Officer, speakers are to limit their testimony to three minutes for each public hearing.

6. Proposed Condemnation Ordinance - Assessor's Parcel No. 92002-464

AN ORDINANCE in the public interest relating to construction for the public use of streets, sidewalks, and related improvements; declaring the public necessity for and providing for the acquisition by the City of Vancouver by eminent domain of real property located in the City limits on the northwest corner of the intersection of SE 176th Avenue and SE 29th Street; taking final action to authorize condemnation of the Property; authorizing the City Attorney to prosecute eminent domain proceedings and to negotiate a resolution if possible to mitigate damages; providing for payment of just compensation in exchange for the Property; and providing for an immediate effective date.

Staff Report: 190-25

Request: On Monday, September 22, 2025, upon second reading and a public hearing, finalize and approve the ordinance, authorizing the use of statutory condemnation powers relating to Assessor's Parcel No. 92002-464, and authorize the City Attorney to initiate eminent domain proceedings in compliance with the proposed Ordinance.

Ryan Lopossa, Streets and Transportation Manager, Cary Driskell, Assistant City Attorney, ryan.lopossa@cityofvancouver.us, cary.driskell@cityofvancouver.us

Communications

- A. From the Council**
- B. From the Mayor**
- C. From the City Manager**

Homeless Situation Report

Adjournment

City Hall is served by C-TRAN. Route information and schedules are available online at www.c-tran.com. You also may reach C-TRAN at (360) 695-0123 for more information on times, fares, and routes.

Anyone needing language interpretation services or accommodations with a disability at a Vancouver City Council meeting may contact the City Manager's staff at (360) 487-8600 (RELAY: 711). Assistive listening devices and live Closed Captioning are available for the deaf, hard of hearing and general public use. Please notify a staff person if you wish to use one of the devices. Every attempt at reasonable accommodation will be made. To request this agenda in another format, please also contact the phone numbers listed above.

Staff Report: 192-25

To: Mayor and City Council
From: City Manager
Date: September 22, 2025

Subject

Contract Amendment – Outsiders Inn to Increase Budget for Safe Stay Communities 1 & 3 – C-100727

Key Points

- Unsheltered homelessness has continually increased and has significant negative impacts on unhoused residents, the broader community, and the natural environment.
- Outsiders Inn successfully manages and provides supportive services at two Safe Stay Communities, The Outpost and 415 West.
- Outsiders Inn provides low-barrier, re-entry employment opportunities that put individuals with lived experience on a path to a career in social services, and competitive wages/benefits are needed to attract and retain those employees.
- City staff is requesting to amend Outsiders Inn's current professional services contract to increase budget to:
 - Extend operation of Safe Stay Community 1 (The Outpost) through September 2026;
 - Extend operation of Safe Stay Community 3 (415 West) through September 2026.

Strategic Plan Alignment

Economic Opportunity – a place where a wide variety of businesses of all sizes grow and thrive

Housing and Human Needs – meeting basic needs and partnering with organizations to support the community

Present Situation

Through September 4, 2025, the Outpost has served a total of 194 individuals since inception in December 2021. Currently, there are 15 residents; 179 participants have exited the program. Of those who exited, 50% (89 people) have moved to permanent, transitional, or recovery housing; 47% of the housed group require no ongoing housing subsidy.

Since opening in November 2023, 415 West has served a total of 107 people and currently has 22 residents. More than 60% of the people served at 415 West met the US Housing and Urban Development's (HUD) definition of chronically homeless. 44% of the residents who have exited since this site's opening have moved to permanent, transitional, or recovery housing; 46% of the housed group require no ongoing housing subsidy.

This Amendment ensures Outsiders Inn can continue to provide these essential services. Additionally, with this amendment, all City homeless services provider agreements have been amended to include updated language regarding indemnification, public records, and confidentiality obligations.

Advantage(s)

1. Outsiders Inn is a Peer-run organization, with supportive services delivered by trained individuals who also have lived experiences with homelessness, mental/behavioral health, and demonstrated recovery.
2. Safe Stay Communities serve as a temporary bridge while more permanent housing and shelter options are implemented; the first annual review of The Outpost showed that 41% of the residents served in that time period exited to permanent housing, and that number has increased to nearly 50% less than two years later.
3. Because these sites are managed, our community has seen a decrease in solid waste, encampments in unsafe spaces, and negative environmental impacts in the areas around each site.

Challenge(s)

None.

Budget Impact

No new budget impact; instead, the City is amending the contract to ensure they have the amount they will need for anticipated expenses over the remainder of the contract term (\$869,944). Budget has been appropriated in the 2025 - 2026 budget.

Prior Council Review

- May 24, 2021 City Council Workshop
- August 2, 2021 City Council Workshop
- August 16, 2021 City Manager's Communications
- September 13, 2021 City Council Meeting
- September 12, 2022 City Council Meeting
- September 18, 2023 City Council Meeting
- October 7, 2024 City Council Meeting

Action Requested

On Monday, September 22, 2025, authorize the City Manager, or designee, to execute a contract amendment for delivery of supportive services and site management at city-sanctioned Safe Stay Communities #1 and #3.

Staff Contact

Kimbra Ledbetter, Financial Analyst, Jamie Spinelli, Homeless Response Manager,
Kimbra.Ledbetter@cityofvancouver.us, jamie.spinelli@cityofvancouver.us

Attachments:

1. C-100727 Outsiders Inn Amendment 6 - for approval
2. C-100727 Outsiders Inn Amendment 5
3. C-100727 Outsiders Inn Amendment 4
4. C-100727 Outsiders Inn Amendment 3
5. C-100727 Outsiders Inn Amendment 2
6. C-100727 Outsiders Inn Amendment 1
7. C-100727 Outsiders Inn



**Professional Services Agreement C-100727
Amendment No. 6
Supportive Campsite & Safe Park Programs**

This sixth amendment ("Amendment") amends the Professional Services Agreement number C-100727 ("Agreement") between the City of Vancouver, ("City"), and Outsiders Inn.org ("Contractor") and is effective on the last day signed by a Party. Terms that are capitalized but undefined will have the meaning given them in the Agreement.

This Amendment amends the Agreement as follows:

1. **Section 2 Compensation**, as amended by Amendments 1, 2, and 4 is amended as follows:

Payment to the Contractor for the Services described in this Agreement shall not exceed \$ 6,435,069.00 USD.

2. **Section 4 Term of Agreement**, as amended by Amendments 1, 2, and 3 is amended as follows:

The Term of this Agreement begins on October 1, 2021 and continues until September 30, 2026.

3. **Section 15 Liability and Hold Harmless** is deleted in its entirety and replaced as **Section 15 Indemnification**, as follows:

Contractor shall indemnify, defend, and hold harmless City and its officers, councilmembers, commissioners, employees, volunteers, and agents, from any claim, liability, loss, cost, expense, suit, and damages, including attorney's fees and consulting fees relating to (a) a third party claim for intellectual property infringement relating to the Contractor's Services or the Deliverables; (b) Contractor's negligence or willful misconduct; (c) Contractor's material breach of the Agreement; (d) Contractor's non-compliance with applicable law; (e) a third-party Washington Public Records Act claim involving Contractor information; and (f) Contractor's court action to enjoin release of Contractor information under the Washington Public Records Act.

City will promptly notify Contractor of a claim under this Section 15 and will provide reasonable cooperation to Contractor in the defense of the claim. Contractor will have control over defense and settlement of the claim, except that Contractor will not enter any settlement or related agreement without City's prior written consent. Notwithstanding the preceding sentence, City may participate in the defense or settlement of any claim with counsel of its own choosing.

4. **Section 23 Public Disclosure Compliance** is deleted in its entirety and replaced as follows:

A. *City Records.* Any record of City business, including this Agreement, related records, and City Data, is a public record under the Washington Public Records Act, codified at chapter 42.56 RCW ("PRA"). City may be required to disclose this Agreement or related records, including records in Contractor's possession, pursuant to a public disclosure request. For the avoidance of doubt, City requires Contractor to maintain Services-related records pursuant to the Local Government CORE schedule available at [local-government-common-records-retention-schedule-core-v.5.0-\(october-2024\).pdf](#). These records include security footage, which must be retained a minimum of 30 days. City will provide third-party notice to Contractor before disclosing records. Public records may be subject to exemptions from disclosure under the PRA. City agrees to withhold its release of the requested records in dispute for a reasonable amount of time (approximately 10 days) to allow Contractor an opportunity to seek judicial protection pursuant to RCW 42.56.540 as adopted or amended.

"City Data" means the data City provides to Contractor in connection with the receipt of the Services and any data generated by Contractor in connection with providing the Services to City. City owns all City Data. City licenses City Data to Contractor solely for the purposes of providing the Services to City or improving the Services for City. Contractor shall not use City Data for any other purpose, including as artificial intelligence training data. Contractor acknowledges that complying with applicable laws includes compliance with all applicable federal, state, and local data protection laws in its provision of the Services.

B. *Public Disclosure Compliance.* City will comply with the PRA in its receipt of and response to any public disclosure request for responsive records related to this Agreement, subject to applicable exemptions. Under RCW 42.56.060, City will have no liability to Contractor for disclosure of Contractor information acting in good faith pursuant to its obligations under the PRA.

C. *Subpoenas.* If either Party receives a subpoena requiring the disclosure of the other Party's information, that Party will notify the other party and provide a reasonable time for the affected party to obtain a protective order prior to disclosing information. If a Party is prohibited by a court with jurisdiction over the matter from disclosing the subpoena, that Party will provide only the specific information required to be released under the subpoena on the advice of counsel.

D. *City Data Confidentiality.* Notwithstanding Section 23(A-C), Contractor will maintain the confidentiality of all City Data in its possession.

5. **Entire Agreement.** All unamended terms in the Agreement or any earlier amendment remain in full force and effect. This Amendment, together with the Agreement and any earlier amendments, is the entire agreement between the Parties, and supersedes any other agreement or discussion between them, whether written or oral in nature.

CITY OF VANCOUVER
A municipal corporation

CONTRACTOR:
Outsiders Inn.org

Lon Pluckhahn, City Manager

Signature

Date

Printed Name /Title

Attest:

Date

Natasha Ramras, City Clerk

Approved as to form:

Nena Cook, City Attorney



SERVICE AGREEMENT #C-100727
AMENDMENT No. 5
Supportive Campsite & Safe Park Programs

This Amendment amends the Professional Services Agreement number C-100727 by and between the City of Vancouver a Washington municipal corporation ("City") and Outsiders Inn.org, a Washington non-profit corporation ("Contractor") for services offered. This Amendment is effective on the last date signed by a Party to the Agreement ("Effective Date").

This Amendment amends the original agreement as follows:

1. Amend Section 1, Scope of Work as follows:

The City of Vancouver purchases and provides to Contractor certain property for use at the Safe Stay. These items may include but are not limited to sheds, and appliances ("City Property"). The City owns City Property. Contractor is prohibited from removing any City Property from the Safe Stay without City's prior written consent. Contractor must inform the City in writing about any City Property that becomes unusable and how the City Property became unusable within 15 days of the occurrence. If the City Property has become unusable for any reason other than normal wear and tear or product failure (example: carport has faulty roof that leaks) Contractor must replace the unusable City Property at its cost. Contractor must obtain City's prior written consent for any replacement that substitutes a different brand or style for the unusable City Property.

City will reimburse Contractor's replacement purchase for normal wear and tear or product failure. City may reimburse Contractor's other City Property replacement purchases in its discretion with prior written consent. For the avoidance of doubt, all City Property that the City has purchased and provided to Contractor prior to the date of this Amendment but during the Agreement is covered under this Amendment. Exhibit A includes the current list of City Property subject to this Amendment. The City may amend Exhibit A without notice to Contractor to maintain a complete list of City Property. The City will send Contractor a copy of Exhibit A upon any list amendments.

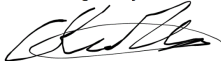
2. Entire Agreement. This Amendment, together with the Agreement, is the entire agreement between the Parties and supersedes any other agreement whether written or oral in nature.

CITY OF VANCOUVER
A municipal corporation

CONTRACTOR:
Outsider Inn.org

Signed by:

C084E7446CF9483...
Lon Pluckhahn, City Manager

DocuSigned by:

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Signature

4/30/2025
Date

Adam Kravitz
Executive Director
Printed Name /Title

Attest:

4/28/2025
Date

DocuSigned by:

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Natasha Ramras, City Clerk

Approved as to form:

DocuSigned by:

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Nena Cook, City Attorney

Exhibit A
City Property

1. [1 Vissani 18 cu. ft. Top Freezer Refrigerator in Stainless Steel Look MDTF18SSR - The Home Depot](#)

SERVICE AGREEMENT #C-100727

AMENDMENT No. 4

SUPPORTIVE CAMPSITE & SAFE PARK PROGRAMS

This Agreement amends the Professional Services Agreement number C-100727 by and between the City of Vancouver, hereinafter referred to as "City", and Outsider Inn.org, hereinafter referred to as "Contractor", whose address is 5301 NE 56th Ave, Vancouver, WA 98661, for services offered.

This amendment amends the original agreement as follows:

1. Increase the authorized amount of the Agreement by \$2,084,112 to a revised authorized amount of \$3,481,013. (Safe Site 1, third year of service, for \$1,044,146. Safe Site 3, second year of service, for \$1,039,966.)
2. **Amend** the language contained in Section 3, Payment for Contractor Services, updating Cost Chart with language in herein attached and by reference made part of the Contract, Attachment "A".
3. Ratification: Acts taken pursuant to this Amendment but prior to its effective date are hereby ratified and confirmed.

This amendment in no way alters any other provisions of the original agreement.

CITY OF VANCOUVER

A municipal corporation

CONTRACTOR:

Outsider Inn.org

Eric Holmes, City Manager

Signature

Date

Printed Name /Title

Attest:

Date

Natasha Ramras, City Clerk

Approved as to form:

Jonathan Young, City Attorney

**Supportive Campsite Program
Outsiders Inn**

**Budget Safe Stay Site 1 (Outpost)
October 2024 - September 2025**

Personnel Cost

		Hourly Rate	Staff	Hours per Week/staff	Total Hours	Weekly	Oct 2024-Sept 2025
Labor	Peer Support - Tier 1	\$ 20.00	4	40	160	\$ 3,200	\$ 166,400
	Peer Support - Tier 1 (Overnight)	\$ 24.00	2	40	80	\$ 1,920	\$ 99,840
	Peer Support - Tier 2	\$ 22.00	2	40	80	\$ 1,760	\$ 91,520
	Peer Support - Tier 3	\$ 24.00	2	40	80	\$ 1,920	\$ 99,840
	Director	\$ 31.00	1	15	15	\$ 465	\$ 24,180
Benefits & Taxes*	Peer Support - Tier 1	\$ 16.00	4	40	160	\$ 2,560	\$ 133,120
	Peer Support - Tier 1 (Overnight)	\$ 16.00	2	40	80	\$ 1,280	\$ 66,560
	Peer Support - Tier 2	\$ 16.00	2	40	80	\$ 1,280	\$ 66,560
	Peer Support - Tier 3	\$ 16.00	2	40	80	\$ 1,280	\$ 66,560
	Director	\$ 16.00	1	15	15	\$ 240	\$ 12,480
					830		\$ 827,060
Plus Indirect Cost 10%**							\$ 82,706
Total Labor and Benefits							\$ 909,766

Other Costs

		Amendment 2
Employee Training & Travel Mileage	\$ 4,000	3,000
Resident Stipend - birth certificates, IDs, Hoppier	\$ 10,000	13,500
Location Phone & Wi-fi	\$ 4,200	3,376
Security Camera/storage - cameras and monitoring, storage of the space	\$ 480	8,800
Professional Fees - (legal, mediation, open house events) - ASL translation	\$ 2,000	3,600
Insurance	\$ 15,000	3,000
Laundry Vouchers for Clients	\$ 3,200	3,180
Client Showers	\$ 2,500	6,000
Durable goods	\$ 5,000	5,000
Operational Supplies (food/water/food storage/hygiene)	\$ 78,000	58,000
Client Housing Fund		10000 10,000
Total Other Costs	\$ 134,380	
Total Budget	\$ 1,044,146	

*Includes Health Benefits

**Includes office supplies, accounting and billing services, IT support

**Supportive Campsite Program
Outsiders Inn**

**Budget Safe Stay Site 3 (415-West)
October 2024 - September 2025**

Personnel Cost

		Hourly Rate	Staff	Hours per Week/staff	Total Hours	Weekly	Yearly	
Labor	Peer Support - Tier 1	\$ 20.00	4	40	160	\$ 3,200	\$ 166,400	
	Peer Support - Tier 1 (Overnight)	\$ 24.00	2	40	80	\$ 1,920	\$ 99,840	
	Peer Support - Tier 2	\$ 22.00	2	40	80	\$ 1,760	\$ 91,520	
	Peer Support - Tier 3	\$ 24.00	2	40	80	\$ 1,920	\$ 99,840	
	Director	\$ 31.00	1	15	15	\$ 465	\$ 24,180	
Benefits & Taxes*	Peer Support - Tier 1	\$ 16.00	4	40	160	\$ 2,560	\$ 133,120	
	Peer Support - Tier 1 (Overnight)	\$ 16.00	2	40	80	\$ 1,280	\$ 66,560	
	Peer Support - Tier 2	\$ 16.00	2	40	80	\$ 1,280	\$ 66,560	
	Peer Support - Tier 3	\$ 16.00	2	40	80	\$ 1,280	\$ 66,560	
	Director	\$ 16.00	1	15	15	\$ 240	\$ 12,480	
					830		\$ 827,060	
	Plus Indirect Cost 10%**						\$ 82,706	
	Total Labor & Benefits						\$ 909,766	

Other Costs

	Yearly	Amendment 2
Employee Training & Travel Mileage	\$ 3,000	3,000
Resident Stipend	\$ 10,000	13,500
Location Phone & Wi-fi	\$ 4,200	4,800
Security Camera/storage	\$ 500	9,000
Professional Fees - (legal, mediation, open house events)	\$ 2,000	3,600
Insurance	\$ 15,000	3,000
Laundry Machine Support/Repair	\$ 1,000	2,000
Client Housing Support Fund	10,000	10,000
Durable goods	\$ 6,500	6,500
Operational Supplies (food/water/food storage/hygiene)	\$ 78,000	58,000
Total Other Costs	\$ 130,200	
Total Budget	\$ 1,039,966	

*Includes Health Benefits

**Includes office supplies, accounting and billing services, IT support

SERVICE AGREEMENT #C-100727

AMENDMENT No. 3

SUPPORTIVE CAMPSITE & SAFE PARK PROGRAMS

This Agreement amends the Professional Services Agreement number C-100727 by and between the City of Vancouver, hereinafter referred to as "City", and Outsider Inn.org, hereinafter referred to as "Contractor", whose address is 5301 NE 56th Ave, Vancouver, WA 98661, for services offered.

This amendment amends the original agreement as follows:

1. **Amend** the language contained in Section 4, Term of Agreement, as follows:
 - The term of this Agreement shall commence on October 1, 2021 and continue until September 30, 2025.
2. Ratification: Acts taken pursuant to this Amendment but prior to its effective date are hereby ratified and confirmed.

This amendment in no way alters any other provisions of the original agreement.

CITY OF VANCOUVER

A municipal corporation

CONTRACTOR:

Outsider Inn.org

Eric Holmes, City Manager

Signature

Date

Printed Name /Title

Attest:

Date

Natasha Ramras, City Clerk

Approved as to form:

Jonathan Young, City Attorney

SERVICE AGREEMENT #C-100727

AMENDMENT No. 2

SUPPORTIVE CAMPSITE & SAFE PARK PROGRAMS

This Agreement amends the Professional Services Agreement number C-100727 by and between the City of Vancouver, hereinafter referred to as "City", and Outsider Inn.org, hereinafter referred to as "Contractor", whose address is 5301 NE 56th Ave, Vancouver, WA 98661, for services offered.

This amendment amends the original agreement as follows:

1. Increase the authorized amount of the Agreement by \$1,412,313 to a revised authorized amount of \$3,481,013. (Safe Site 1, third year of service, for \$997,222. Safe Site 3, second year of service, for \$1,023,166.)
2. **Amend** the language contained in Section 3, Payment for Contractor Services, updating Cost Chart with language in herein attached and by reference made part of the Contract, Attachment "A".
3. **Amend** the language contained in Section 4, Term of Agreement, as follows:
 - The term of this Agreement shall commence on October 1, 2021 and continue until September 30, 2024.
4. Ratification: Acts taken pursuant to this Amendment but prior to its effective date are hereby ratified and confirmed.

This amendment in no way alters any other provisions of the original agreement.

CITY OF VANCOUVER

A municipal corporation

CONTRACTOR:

Outsider Inn.org

DocuSigned by:



Eric Holmes, City Manager

10/2/2023

Date

Attest:

DocuSigned by:



Natasha Ramras, City Clerk

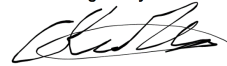
Approved as to form:

DocuSigned by:



Jonathan Young, City Attorney

DocuSigned by:



Signature

Adam Kravitz

Executive Director

Printed Name /Title

9/27/2023

Date

Supportive Campsite Program
Outsiders Inn

Budget Safe Stay Site 1
October 2023 - September 2024

Personnel Cost		Hourly	Staff	Hours Per	Total hours	Weekly	Yearly
		Rate		week/staff			
Labor	Peer Support - Tier 1	\$ 20.00	4	40	160	\$ 3,200	\$ 166,400
	Peer Support - Tier 1 (Overnight)	\$ 24.00	2	40	80	\$ 1,920	\$ 99,840
	Peer Support - Tier 2	\$ 22.00	2	40	80	\$ 1,760	\$ 91,520
	Peer Support - Tier 3	\$ 24.00	2	40	80	\$ 1,920	\$ 99,840
	Director	\$ 31.00	1	15	15	\$ 465	\$ 24,180
Benefits & Taxes*	Peer Support - Tier 1	\$ 16.00	4	40	160	\$ 2,560	\$ 133,120
	Peer Support - Tier 1 (Overnight)	\$ 16.00	2	40	80	\$ 1,280	\$ 66,560
	Peer Support - Tier 2	\$ 16.00	2	40	80	\$ 1,280	\$ 66,560
	Peer Support - Tier 3	\$ 16.00	2	40	80	\$ 1,280	\$ 66,560
	Director	\$ 16.00	1	15	15	\$ 240	\$ 12,480
					415	Labor & Benefits	\$ 827,060
Plus Indirect Cost 10%**						10%	\$ 82,706
							\$ 909,766

Other Costs	Yearly
Employee Training & Travel Mileage	3,000
Resident Stipend	13,500
Location Phone & Wi-Fi	3,376
Security Camera/storage	8,800
Professional Fees - (legal, mediation, open house events)	3,600
Insurance	3,000
Laundry Vouchers for Clients	3,180
Client Showers	6,000
Durable goods	5,000
Operational Supplies (food/water/food storage/hygiene)	58,000
Client Housing Support Fund	10,000
Operations covered by VHA Grant	(30,000)
	\$ 87,456.00

Total Contract Budget \$ 997,222.00

*Includes Health Benefits

**Includes office supplies, accounting and billing services, IT support

**Supportive Campsite Program
Outsiders Inn**

**Budget Safe Stay Site 3 (415-West)
October 2023 - September 2024**

Personnel Cost		Hourly	Staff	Hours Per	Total hours	Weekly	Yearly
		Rate		week/staff			
Labor	Peer Support - Tier 1	\$ 20.00	4	40	160	\$ 3,200	\$ 166,400
	Peer Support - Tier 1 (Overnight)	\$ 24.00	2	40	80	\$ 1,920	\$ 99,840
	Peer Support - Tier 2	\$ 22.00	2	40	80	\$ 1,760	\$ 91,520
	Peer Support - Tier 3	\$ 24.00	2	40	80	\$ 1,920	\$ 99,840
	Director	\$ 31.00	1	15	15	\$ 465	\$ 24,180
Benefits & Taxes*	Peer Support - Tier 1	\$ 16.00	4	40	160	\$ 2,560	\$ 133,120
	Peer Support - Tier 1 (Overnight)	\$ 16.00	2	40	80	\$ 1,280	\$ 66,560
	Peer Support - Tier 2	\$ 16.00	2	40	80	\$ 1,280	\$ 66,560
	Peer Support - Tier 3	\$ 16.00	2	40	80	\$ 1,280	\$ 66,560
	Director	\$ 16.00	1	15	15	\$ 240	\$ 12,480
					415	Labor & Benefits	\$ 827,060
Plus Indirect Cost 10%**						10%	\$ 82,706
							\$ 909,766

Other Costs		Yearly
Employee Training & Travel Mileage		3,000
Resident Stipend		13,500
Location Phone & Wi-Fi		4,800
Security Camera/storage		9,000
Professional Fees - (legal, mediation, open house events)		3,600
Insurance		3,000
Laundry machine support / repair		2,000
Client Housing Support Fund		10,000
Durable goods		6,500
Operational Supplies (food/water/food storage/hygiene)		58,000
		\$ 113,400.00

Total Contract Budget \$ 1,023,166.00

*Includes Health Benefits

**Includes office supplies, accounting and billing services, IT support

SERVICE AGREEMENT #C-100727

AMENDMENT No. 1

SUPPORTIVE CAMPSITE & SAFE PARK PROGRAMS

This Agreement amends the Professional Services Agreement number C-100727 by and between the City of Vancouver, hereinafter referred to as "City", and Outsider Inn.org, hereinafter referred to as "Contractor", whose address is 5301 NE 56th Ave, Vancouver, WA 98661, for services offered.

This amendment amends the original agreement as follows:

1. Increase the authorized amount of the Agreement by \$1,497,552 to a revised authorized amount of \$2,068,700. (Safe Site 1, second year of service, for \$748,776. Safe Site 3, first year of service, for \$748,776.)
2. **Amend** the language contained in Section 3, Payment for Contractor Services, updating Cost Chart with language in herein attached and by reference made part of the Contract, Attachment "A".
3. **Amend** the language contained in Section 4, Term of Agreement, as follows:
 - The term of this Agreement shall commence on October 1, 2021 and continue until September 30, 2023.
4. Ratification: Acts taken pursuant to this Amendment but prior to its effective date are hereby ratified and confirmed.

This amendment in no way alters any other provisions of the original agreement.

CITY OF VANCOUVER

A municipal corporation

DocuSigned by:



75A9183485CA407...

Eric Holmes, City Manager

9/19/2022

Date

Attest:

DocuSigned by:



BCF6734E40E94AE...

Natasha Ramras, City Clerk

Approved as to form:

DocuSigned by:



9A7DC2E31F694A2...

Jonathan Young, City Attorney

CONTRACTOR:

Outsider Inn.org

DocuSigned by:



2F1F5DE6E657460...

Signature

Adam Kravitz

executive director

Printed Name /Title

9/13/2022

Date

Attachment "A"

Cost Chart

Supportive Campsite Program
Outsiders Inn

Year 2 for Safe Stay Site 1
New Safe Stay Site 3

Personnel Cost

	Hourly rate	Number of Staff	Hours per week	Monthly Salary	Monthly Taxes & Benefits* (\$15/hr)	Total per month	Total per year
Peer Support (Day shift)	20.00	2	56	9,707	6,720	16,427	197,120
Peer Support (Evening shift)	20.00	2	56	9,707	6,720	16,427	197,120
Peer Support (Overnight)	22.00	1.5	56	8,008	5,040	13,048	156,576
Homeless Services Manager	31.00	1	15	2,015	900	2,915	34,980
Total		7	183				585,796
Plus Indirect Cost 10%**							58,580
Total Annual Base for Contract							644,376

* Includes health benefits

**Includes office supplies, office furniture, accounting and billing services, IT support

Other Costs

		Monthly	Yearly
Employee training & travel mileage		250	3,000
Resident Stipend	\$45 per month per resident for cleanup and nightly gate duty	1,125	13,500
Employee Phones	\$50 each per month - 8 total	400	4,800
Security - four times per day	\$800 per month	800	9,600
Security Camera/Storage	Cameras, storage, maintenance	425	5,100
Professional Fees - Legal, mediation, open house events		300	3,600
Insurance		250	3,000
Laundry vouchers for clients	\$20 per person per month	500	6,000
Client Showers	\$50 per person per month	1,250	15,000
Sleeping bags, outdoor supplies		200	2,400
Food - Ice, water, prepared foods	\$250 per person per month	3,000	36,000
Hygiene, sanitizers, trash bags		200	2,400
Total Annual Base for Contract			104,400

Total Annual Cost For Each Site	748,776
--	----------------

Monthly 62,398



**CITY OF VANCOUVER
SERVICES AGREEMENT
No.C-100727**

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

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

WHEREAS, the City advertised and issued a Request for Proposal, numbered 34-21 (hereinafter referred to as the “solicitation”) and after evaluation of the Contractor’s responsive proposal, found the Contractor be capable of performing the required services; and

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

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

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

The Contractor shall be responsible to do the following:

1. Manage the site and day-to-day operations of the supported camp site(s);
2. Amending a base Code of Conduct with the campsite residents to meet their needs while still meeting community expectations about the site;
3. Enforce a Code of Conduct and identify the process for removing those individuals not following the rules;

4. Register and track clients in the Homeless Management Information System;
5. Assist clients with housing navigation services as a pathway to permanent housing;
6. Provide strengths-based and trauma informed support and engagement to individuals in camp community; and facilitate/coordinate connection to other community partners to provide supportive services on-site such as mental health counseling, substance use treatment, legal assistance, enrollment in benefits,, literacy training, medical, dental care etc.;
7. Manage snacks and develop and enforce policy on receiving food from outside people/agencies;
8. Provide an ambassador to monitor activity outside the perimeter of the facility to mitigate loitering around the site and help the City maintain its commitment as a Good Neighbor.
9. Maintain timely and accurate records which reflect service levels, participant characteristics, specific actions taken to assist participants, service outcomes, and expenditures

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

2. **COMPENSATION:** Payment to the Contractor for the work described in this Agreement shall not exceed \$571,148.00 USD.

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

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

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

The City reserves the right to correct any invoices paid in error. The Contractor shall be paid according to the rates set forth in Attachment “A”, incorporated herein by this reference, and made a part of this Agreement as if fully set forth herein.

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

- 4. TERM OF AGREEMENT:** The term of this Agreement shall commence on October 1, 2021 and continue until September 30, 2022. The City reserves the right to offer four (4) one-year extensions. Unless directed otherwise by the City, Contractor shall perform the work in accordance with any schedules made a part of this Agreement.
- 5. ORDER OF PRECEDENCE:** Where there is a conflict among or between any of these documents, the controlling documents shall be the first listed in the following sequence: Amendments to this Agreement; this Agreement; Contract Purchase Orders; the Contractor’s responsive proposal to the City’s solicitation, and the City’s solicitation.
- 6. RELATION OF PARTIES:** The Contractor, and its subcontractors, agents, employees, or other vendors contracted by the Contractor to provide services or other work for the purpose of meeting the Contractor’s obligations under this agreement (collectively referred to as “subcontractors”), are independent contractors performing professional services for the City and are not employees of the City. The Contractor and its subcontractors shall not, as a result of this Agreement, accrue leave, retirement, insurance, bonding or any other rights, privileges, or benefits afforded to City employees. The Contractor and its subcontractors shall not have the authority to bind City in any way except as may be specifically provided herein.
- 7. E-VERIFY:** The Contractor shall enter into and register a Memorandum of Understanding with the Department of Homeland Security E-Verify program within sixty (60) days after execution of this Agreement. The Contractor shall ensure all Contractor employees and any subcontractors assigned to perform work under this Agreement are eligible to work in the United States. The Contractor shall provide verification of compliance upon the request of the City. Failure by the Contractor to comply with this subsection shall be considered a material breach.

- 8. DELAYS AND EXTENSIONS OF TIME:** If the Contractor is delayed at any time in the progress of the work covered by this Agreement, by any causes beyond Contractor's control, the time for performance may be extended by such time as shall be mutually agreed upon by the Contractor and the City and shall be incorporated in a written amendment to this Agreement. Any request for an extension of time shall be made in writing to the City.
- 9. OWNERSHIP OF RECORDS AND DOCUMENTS:** Any and all work product prepared by the Contractor in the course of performing this Contract shall immediately become the property of the City. In consideration of the compensation provided for by this Agreement, the Contractor hereby further assigns all copyright interests in such work product to the City. A copy may be retained by the Contractor. Previously owned intellectual property of Contractor, and any know-how, methodologies or processes used by the Contractor to provide the services or project deliverables under this Agreement shall remain property of the Contractor.
- 10. TERMINATION FOR PUBLIC CONVENIENCE:** The City, at its sole discretion, may terminate this contract for convenience at any time for any reason deemed appropriate. Termination is effective immediately upon notice of termination given by the City.

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

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

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

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

- 12. OPPORTUNITY TO CURE:** The City at its sole discretion may in lieu of a termination allow the Contractor to cure the defect(s), by providing a “Notice to Cure” to Contractor setting forth the remedies sought by City and the deadline to accomplish the remedies. If the Contractor fails to remedy to the City’s satisfaction the breach or default of any of the terms, covenants, or conditions of this Contract within the time stated time, the City shall have the right to terminate the Contract without any further obligation to the Contractor. Any such termination for default shall not in any way operate to preclude the City from also pursuing all available remedies against the Contractor and it’s sureties for said breach or default, including but not limited to termination of this Contract for convenience.
- 13. COMPLIANCE WITH THE LAW:** The Contractor agrees to comply with all relevant, Federal, State, and Municipal laws, rules, policies, regulations or ordinances in the performance of work under this Agreement.
- 14. CITY BUSINESS AND OCCUPATION LICENSE:** The Contractor will be required to obtain a business license when contracting with the City unless allowable exemptions apply. The Contractor shall contact the State of Washington Business License Service (BLS) at: <http://bls.dor.wa.gov/file.aspx>, or by phone at 800-451-7985, or go to www.bls.dor.wa.gov/cities/vancouver.aspx or www.cityofvancouver.us/businesslicense, to determine whether a business license is required pursuant to the Vancouver Municipal Code (VMC) Chapter 5.04.
- 15. LIABILITY AND HOLD HARMLESS:** The Contractor agrees to indemnify, defend, save and hold harmless the City, its officials, employees and agents from any and all liability, demands, claims, causes of action, suits or judgments, including costs, attorney fees and expenses incurred in connection therewith, of whatsoever kind or nature (including patent infringement or copyright claims) to the extent arising out of, or in connection with, or incident to, the negligent performance or willful misconduct pursuant to this Agreement. This indemnity and hold harmless shall include any claim made against the City by an employee of Contractor or subcontractor or agent even if Contractor is thus otherwise immune from liability pursuant to the workers’ compensation statute, Title 51 Revised Code of Washington (RCW), except to the extent that such liability arises from the concurrent negligence of both the City and the Contractor, such costs, fees and expenses shall be shared between the City and the Contractor in proportion to their relative degrees of negligence. The Contractor specifically acknowledges the provisions contained herein have been mutually negotiated by the parties and it is the intent of the parties that the Contractor provide the broadest scope of indemnity permitted by RCW 4.24.115. The Contractor is an independent contractor and responsible for the safety of its employees.
- 16. INSURANCE:** The Contractor shall obtain and keep in force during the entire term of this agreement, liability insurance against any and all claims for damages to person or property which may arise out of the performance of this Contract whether such work shall be by the Contractor,

subcontractor or anyone directly or indirectly employed by either the Contractor or a subcontractor.

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

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

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

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

- b. Either the Commercial General Liability or the Workers' Compensation policy must be endorsed to include "Washington Stop Gap" insurance. The limits and aggregates referenced must apply to the Stop Gap coverage as well and must be indicated on the certificate.
- c. Employment Security. The Contractor shall comply with all employment security laws of the State in which services are provided and shall timely make all required payments in connection therewith.
- d. The City of Vancouver shall be listed on the Certificate as the Certificate Holder.
- e. Coverage Trigger: The insurance must be written on an "occurrence" basis. This must be indicated on the Certificate.

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

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

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

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

For the Contractor:
 Adam Kravitz
 Outsiders Inn.org
 5301 NE 56th Avenue
 Vancouver WA 98661
 Email: outsidersinnorg@gmail.com

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

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

- 19. SCOPE OF AGREEMENT:** This Agreement incorporates all the agreements, covenants and understanding between the parties hereto and are merged into this written Agreement. No prior agreement or prior understanding, verbal or otherwise, of the parties or their agents shall be valid or enforceable unless set forth in this Agreement.
- 20. RATIFICATION:** Acts taken pursuant to this Agreement but prior to its effective date are hereby ratified and confirmed.
- 21. GOVERNING LAW/VENUE:** This Agreement shall be deemed to have been executed and delivered within the State of Washington, and the rights and obligations of the parties hereunder shall be construed and enforced in accordance with, and governed by, the laws of the State of Washington without regard to the principles of conflict of laws. Any action or suit brought in connection with this Agreement shall be brought in the Superior Court of Clark County, Washington.
- 22. COOPERATIVE PURCHASING:** The Washington State Inter-local Cooperation Act, Ch. 39.34 RCW, authorizes public agencies to cooperatively purchase goods and services if all parties agree. By having executed this Agreement, the Contractor agrees that other public agencies may purchase goods and services under this solicitation or contract at their own cost and without the City incurring any financial or legal liability for such purchases. The City agrees to allow other public agencies to purchase goods and services under this solicitation or contract, provided that the City is not held financially or legally liable for purchases and that any public agency purchasing under such solicitation or contract file a copy of this invitation and such contract in accordance with RCW 39.34.040.
- 23. PUBLIC DISCLOSURE COMPLIANCE:** The parties acknowledge that the City is an “agency” within the meaning of the Washington Public Records Act, Chapter 42.56 RCW, and that materials submitted by the Contractor to the City become public record. Such records may be subject to public disclosure, in whole or part and may be required to be released by the City in the event of a request for disclosure. In the event the City receives a public record request for any data or deliverable that is provided to the City and that is licensed from the Contractor, the City shall notify the Contractor of such request and withhold disclosure of such information for not less than five (5) business days, to permit the Contractor to seek judicial protection of such information, provided that the Contractor shall be responsible for attorney fees and costs in such action and shall save and hold harmless the City from any costs, attorney fees or penalty assessment under Chapter 42.17 RCW for withholding or delaying public disclosure of such information.
- 24. DEBARMENT:** The Contractor certifies that that it is not presently debarred, suspended, proposed for debarment, and declared ineligible or voluntarily excluded from covered transactions by any Federal, State or local department or agency.

- 25. CLEAN AIR ACT AND FEDERAL WATER POLLUTION CONTROL ACT:** Supplier must agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401–7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251–1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).
- 26. BYRD ANTI-LOBBYING AMENDMENT:** Byrd Anti-Lobbying Amendment (31 U.S.C. 1352)—Suppliers that apply or bid for an award of \$100,000 or more must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award.
- 27. PROCUREMENT OF RECOVERED MATERIALS:** Supplier must comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.
- 28. WARRANTIES:** All products shall be warranted against defects or faulty workmanship and materials by the Supplier for one (1) year following inspection and acceptance of the products by the City. Warranty shall include all costs incurred, including shipping, for repair or replacement except that which is damaged by misuse or abuse. This one-(1) year warranty shall in no way affect normal extended or manufacturer's warranty exceeding this one (1) year period. Supplier warrants that all goods and services furnished under this Contract are new, conform strictly to the specifications herein, are merchantable, good workmanship, free from defect, comply with all applicable safety and health standards established for such products, all goods are properly packaged, and all appropriate instructions or warnings are supplied. If a defect is found, a component failure occurs, or workmanship is found to cause failure, the Vendor shall replace the product at their own expense, including shipping charges. Any replacement product will be warrantied for one (1) year from the date it is delivered. All implied and expressed warranty provisions of the Uniform Commercial Code are incorporated into this Contract.
- 29. NON-DISCRIMINATION AND EQUAL EMPLOYMENT OPPORTUNITY:** During the term of this Contract, the Supplier agrees as follows: The Supplier will not discriminate against any employee or applicant for employment because of creed, religion, race, color, sex, marital status, sexual orientation, political ideology, ancestry, national origin, or the presence of any

sensory, mental or physical handicap, unless based upon a bona fide occupational qualification. The Supplier will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their creed, religion, race, color, sex, national origin, or the presence of any sensory, mental or physical handicap. Such action shall include, but not be limited to the following: employment, upgrading, demotion, or transfer, recruitment or recruitment advertising layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship.

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

CITY OF VANCOUVER

A municipal corporation

DocuSigned by:



75A9183485CA407...

Eric Holmes, City Manager

10/11/2021

Date

Attest:

DocuSigned by:



661359AB277E439...

Natasha Ramras, City Clerk

Approved as to form:

DocuSigned by:



9A7DC2E31F694A2...

Jonathan Young, City Attorney

CONTRACTOR:

Outsiders Inn.org

DocuSigned by:



B1F54B79E6E848F...

Signature

Adam Kravitz

Executive Director

Printed Name /Title

10/7/2021

Date

Staff Report: 193-25

To: Mayor and City Council
From: City Manager
Date: September 22, 2025

Subject

Contract Award - Cascade Fire Equipment Corp for Purchasing and Customizing Fire Engines/Pumpers - C-102045

Key Points

- The City would contract with Cascade Fire Equipment Corp. through RFP 42-25 for building custom engines/pumpers.
- Purchases from this contract would exceed the City Manager's \$300,000 purchasing threshold.
- This contract would be for five years, expiring in 2030.

Strategic Plan Alignment

Transportation and Mobility – a safe, future-ready and convenient transportation system

Present Situation

The City's last contract for building custom fire engines/pumpers was with Cascade Fire Equipment Corp. and expired December 10, 2023. After a competitive bidding process, Fleet Services again selected Cascade Fire Equipment Corp. for award of the next five-year contract. The time it takes to manufacture a fire engine/pumper has nearly doubled in recent years, going from approximately 430 days to approximately 750 days. As such, placing orders in a timely manner will be crucial.

The City evaluated two responses to its RFP and, based on the City's truck configuration needs, Cascade Fire Equipment scored highest with the lowest cost. The City currently plans to purchase two pumpers for 2026, one in 2029, and two in 2030. The proposed \$7 million contract would be for five years.

Advantage(s)

1. The vehicle construction and customization that would be done through this contract matches current Vancouver Fire Department standards.
2. The City has successfully contracted with this vendor for the past five years to provide Fire Department vehicle maintenance and repairs that help the City meet the operational needs of our Fire Department.

Challenge(s)

None

Budget Impact

The City would utilize the contract for purchasing high priority equipment and will stay within the current authorized budget.

Prior Council Review

None

Action Requested

On Monday, September 22, 2025, authorize the City Manager, or designee, to finalize and execute a contract for up to \$7,000,000 with Cascade Fire Equipment Corp to purchase and customize fire engines and pumpers.

Staff Contact

Jacob Mahan, Senior Management Analyst, jacob.mahan@cityofvancouver.us

Attachments:

1. Commodity Contract C-102045 final



CITY OF VANCOUVER
PURCHASE AGREEMENT #C-102045
VFD Custom Pumpers

This agreement for the purchase of commodities (hereinafter referred to as the “Agreement”) is entered into by and between the City of Vancouver, Washington, a municipal corporation organized under the laws of the State of Washington, WA (hereinafter referred to as the "City") and Cascade Fire Equipment Corp., DBA SeaWestern Emergency Vehicles, a corporation organized under the laws of the State of Washington (hereinafter referred to as the "Contractor"). The City and Contractor may be collectively referred to herein as the “parties” or individually as a “party”.

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

WHEREAS, the City advertised and issued Request for Proposals, numbered 42-25 (hereinafter referred to as the “solicitation”) and after evaluation of the Contractor’s responsive proposal, found the Contractor be capable of providing the required commodities; and

WHEREAS, the Contractor represents by entering into this Agreement that it is fully qualified to provide the commodities described herein and warranties and guarantees to the full satisfaction of the City.

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

- 1. STATEMENT OF WORK:** The Contractor agrees to undertake the assembly and delivery of custom fire engines/pumpers per RFP 42-25, pumper specifications and the Contractor’s responsive proposal to the City’s solicitation, (collectively referred to herein as the “work”) which are each incorporated herein by this reference, and made a part of this Agreement as if fully set forth herein.
- 2. TERM OF AGREEMENT:** The term of this Agreement shall commence on September 23, 2025 and continue until September 22, 2030 The maximum term for this Agreement is five (5) years.
- 3. ORDER OF PRECEDENCE:** Where there is a conflict among or between any of these documents, the controlling documents shall be the first listed in the following sequence: Amendments to this Agreement; this Agreement; Purchase Orders; the Contractor’s responsive proposal to the City’s solicitation and the City’s solicitation.

4. **GENERAL REQUIREMENTS:** The Contractor, at its sole cost and expense, shall perform and comply with all applicable laws of the United States and the State of Washington; the Vancouver City Charter, the Vancouver Municipal Code (VMC), and ordinance of the City of Vancouver; and rules, regulations, orders, and directives of their respective administrative agencies and officers.
5. **PURCHASE ORDER:** Purchases will be authorized via valid Purchase Orders. Purchases shall correspond with the Purchase Order; any unauthorized advance or excess order is returnable at Contractor's expense.
6. **ORDER QUANTITY:** This is an as-needed Agreement; orders will be placed with Contractor via signed Purchase Orders on an as-needed basis. The City is not obligated to any minimum or maximum quantities under this Agreement.
7. **PRICES:** The applicable prices are set forth herein and must be valid for one year from the effective date of this Agreement. Price adjustments may be requested for consideration each year thereafter; the City, at its sole discretion, may approve that request. Request for price increases shall be supported by the applicable Producer Price Index for the Seattle-Tacoma-Bremerton area for the immediate, previous four (4) quarters.
8. **SUBCONTRACTING:** The City does not permit subcontractors for the work performed under this Agreement. The Contractor shall not subcontract for the performance of any work under this Agreement without prior written permission of the City.
9. **E-VERIFY:** The Contractor shall enter into and register a Memorandum of Understanding with the Department of Homeland Security E-Verify program within sixty (60) days after execution of this Agreement. The Contractor shall ensure all Contractor employees and any subcontractors assigned to perform work under this Agreement are eligible to work in the United States. The Contractor shall provide verification of compliance upon the request of the City. Failure by the Contractor to comply with this subsection shall be considered a material breach.
10. **SCHEDULE:** Unless the City requests a change in schedule, the Contractor shall deliver the required commodities and any associated services by the "Delivery Date" stated on the signed purchase order.

In the event that the equipment and related services are not provided and/or delivered in the timelines specified in the Purchase Order, the City reserves the right to reject the product and service and cancel the Purchase Order in its entirety. The City shall bear zero expense due to this breach.
11. **DELIVERY:** All costs referenced must be F.O.B. Vancouver, Washington, Prepaid and Allowed (freight included in the unit cost), prepaid with all transportation and handling charges paid by the Contractor. Responsibility and risk of loss or damage shall remain with the Contractor until final inspection and acceptance when responsibility shall pass to the City except as to latent defects, fraud, and the Contractor's warranty obligations.

- 12. PAYMENT:** Invoices will be paid at net thirty (30) days after the City's receipt and acceptance of the completed apparatus and associated services, provided that all appropriate information has been listed on the invoice and necessary forms have been submitted. Payment periods may be computed from either the date of delivery of all materials ordered, the completion of all services, or the date of receipt of a correct invoice, or the date the invoice is received in the Accounts Payable department, whichever date is later. No payment shall be due prior to the City's receipt and acceptance of the materials identified in the invoice thereof.
- 13. TAXES:** The Contractor shall pay, before delinquency, all taxes, levies, and assessments arising from its activities and undertakings under this Agreement; taxes levied on its property, equipment and improvements; and taxes on the Contractor's interest in this Agreement, provided, however, that any taxes that apply directly to the sale, such as a state or local sales tax, shall be added to the purchase price set forth in the Purchase Order.
- 14. ADJUSTMENTS:** The City at any time may make reasonable changes in the place of delivery, installation or inspection; the method of shipment or packing; labeling and identification; and ancillary matters that Contractor may accommodate without substantial additional expense to the City.
- 15. ASSIGNMENT:** This Agreement is binding on each party, its successors, assigns, and legal representatives and may not, under any circumstances, be assigned or transferred by either party.
- 16. WAIVER:** The City's failure to insist on performance of any of the terms or conditions herein or to exercise any right or privilege or the City's waiver of any breach hereunder shall not thereafter waive any other term, condition, or privilege, whether of the same or similar type.
- 17. RELATION OF PARTIES:** The Contractor, and its subcontractors, agents, employees, or other vendors contracted by the Contractor to provide services or other work for the purpose of meeting the Contractor's obligations under this agreement (collectively referred to as "subcontractors"), are independent contractors performing professional services for the City and are not employees of the City. The Contractor and its subcontractors shall not, as a result of this Agreement, accrue leave, retirement, insurance, bonding or any other rights, privileges, or benefits afforded to City employees. The Contractor and its subcontractors shall not have the authority to bind City in any way except as may be specifically provided herein.
- 18. 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.
- 19. PROPRIETARY AND CONFIDENTIAL INFORMATION:** 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 information that CONTRACTOR has marked as "Proprietary and Confidential," the City shall notify the CONTRACTOR of such request and withhold disclosure of such information for not less than FIVE (5) business days, to permit the CONTRACTOR to seek judicial protection of such information, provided that the CONTRACTOR shall be responsible for attorney fees and costs in such action and shall save and hold harmless the City from any costs, attorney fees or penalty assessment under Chapter 42.56 RCW for withholding or delaying public disclosure of such information.

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

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

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

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

23. OPPORTUNITY TO CURE: The Owner at its sole discretion may in lieu of a termination allow the Supplier to cure the defect(s), by providing a "Notice to Cure" to Supplier setting forth the remedies sought by Owner and the deadline to accomplish the remedies. If the Supplier fails to remedy to the Owner's satisfaction the breach or default of any of the terms, covenants, or conditions of this Contract within the time stated time, the Owner shall have the right to terminate

the Contract without any further obligation to the Supplier. Any such termination for default shall not in any way operate to preclude the Owner from also pursuing all available remedies against the Supplier and its sureties for said breach or default, including but not limited to termination of this Contract for convenience.

24. 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.

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

26. 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.

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

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

COVERAGE	LIMITS OF LIABILITY
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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	\$10,000,000
Personal and Advertising Injury	\$1,000,000
Blanket Contractual Liability	\$1,000,000
II. Commercial Automobile Liability	
Policy shall include Bodily Injury and Property Damage, for any owned, Hired, and/or Non-owned vehicles used in the operation, installation and maintenance of facilities under this agreement.	
Combined Single Limit	\$1,000,000
III. Workers' Compensation (applicable to the State of Washington)	
Per Occurrence	
Employer's Liability	\$1,000,000
Disease Each Employee	\$1,000,000
Disease Policy Limit	\$1,000,000
Each Claim	\$1,000,000
Annual Aggregate	\$1,000,000
IV. Umbrella Liability	
Each Claim	\$1,000,000
Annual Aggregate	\$5,000,000

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

- a. City Listed as an Additional Insured. The City of Vancouver, its Agents, Representatives, Officers, Directors, Elected and Appointed Officials, and Employees must be named as an additional insured. The required Additional Insured endorsements shall be at least as broad as ISO CG 20 10 11 85, or its equivalent CG 20 10 07 04 and CG 20 37 07 04 must be included with the Certificate of Insurance.
- b. Either the Commercial General Liability or the Workers' Compensation policy must be endorsed to include "Washington Stop Gap" insurance. The limits and aggregates referenced must apply to the Stop Gap coverage as well and must be indicated on the certificate.
- c. Employment Security. The Contractor shall comply with all employment security laws of the State in which services are provided and shall timely make all required payments in connection therewith.

- d. The City of Vancouver shall be listed on the Certificate as the Certificate Holder.
- e. Coverage Trigger: The insurance must be written on an “occurrence” basis. This must be indicated on the Certificate.

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

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

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

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

For the Contractor:
Eric Hall
Cascade Fire Equipment Corp.
123 South Front Street
Yakima, WA 98901
Email: ehall@seawestern.com

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

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

30. 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.

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

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

connection with this Agreement shall be brought in the Superior Court of Clark County, Washington.

- 33. COOPERATIVE PURCHASING:** The Washington State Inter-local Cooperation Act, Ch. 39.34 RCW, authorizes public agencies to cooperatively purchase goods and services if all parties agree. By having executed this Agreement, the Contractor agrees that other public agencies may purchase goods and services under this solicitation or contract at their own cost and without the City incurring any financial or legal liability for such purchases. The City agrees to allow other public agencies to purchase goods and services under this solicitation or contract, provided that the City is not held financially or legally liable for purchases and that any public agency purchasing under such solicitation or contract file a copy of this invitation and such contract in accordance with RCW 39.34.040.
- 34. 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.
- 35. NONDISCRIMINATION:** During the term of this Contract, the Supplier agrees as follows: The Supplier will not discriminate against any employee or applicant for employment because of creed, religion, race, color, sex, marital status, sexual orientation, political ideology, ancestry, national origin, or the presence of any sensory, mental or physical handicap, unless based upon a bona fide occupational qualification. The Supplier will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their creed, religion, race, color, sex, national origin, or the presence of any sensory, mental or physical handicap. Such action shall include, but not be limited to the following: employment, upgrading, demotion, or transfer, recruitment or recruitment advertising layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship.
- 36. BINDING EFFECT:** The provisions, covenants, and conditions in this Agreement apply to bind the parties, their legal heirs, representatives, successors, and assigns.
- 37. REMEDIES CUMULATIVE:** Remedies under this Agreement are cumulative; the use of one remedy shall not be taken to exclude or waive the right to use another.
- 38. SEVERABILITY:** Any invalidity, in whole or in part, of any provision of this Agreement shall not affect the validity of any other of its provisions, unless the result of same would clearly be contrary to the overall intent of the parties in entering into this Agreement.

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

CITY OF VANCOUVER

A municipal corporation

CONTRACTOR:

Cascade Fire Equipment Corp.

Lon Pluckhahn, City Manager

Signature

Date

Printed Name /Title

Attest:

Date

Natasha Ramras, City Clerk

Approved as to form:

City Attorney's Office

Staff Report: 194-25

To: Mayor and City Council
From: City Manager
Date: September 22, 2025

Subject

Professional Services Agreement — Universal Protection Service, LP Security Services

Key Points

- The objective is to establish new contract for security services at various city facilities and events.
- The contract would be in place for a period of five years and not to exceed \$3,000,000 for the life of the contract.

Strategic Plan Alignment

High Performing Government – a government that is reliable, fiscally responsible, equitable, and open to compromise

Safe and Prepared Community – a safe place to live, work, learn and play

Present Situation

The City issued a request for proposals for security services on Friday, June 13, 2025; the City received fifteen (15) proposals. The required services included providing after-hour patrols for City parks, the Water Resources Education Center, and the Operations Center, providing personnel for the security desk at City Hall, and other miscellaneous services on an as-needed basis. The RFP also allowed for services and locations to be added on an as-needed basis.

After a review of all proposals, the evaluation committee selected Universal Protection Service, LP (dba Allied Universal Security) for a professional service contract. Staff proposes to execute the contract for a period of five years with a value not to exceed \$3,000,000 for the life of the contract.

Advantage(s)

1. This contract provides required services to various City departments.
2. Continuation of services is in the City's best interests.

Challenge(s)

None

Budget Impact

Funds for these services are included in the 2025-2026 biennial budget.

Prior Council Review

None

Action Requested

On Monday, September 22, 2025, authorize the City Manager, or designee, to finalize and execute a professional services agreement between the City of Vancouver and Universal Protection Service, LP (dba Allied Universal Security) for an estimated amount not to exceed \$3,000,000 for the life of the contract.

Staff Contact

Anna Vogel, Procurement Manager, anna.vogel@cityofvancouver.us

Attachments:

1. Services Contract C-102049 - RFP 40-25 Amended



**CITY OF VANCOUVER
SERVICES AGREEMENT
No. C-102049
SECURITY SERVICES**

This Services Agreement ("Agreement"), effective on the date last signed below (the "Effective Date") is entered by the City of Vancouver, Washington, a municipal corporation organized under the laws of the State of Washington ("City") and Universal Protection Services, LP (DBA: Allied Universal Security Services) a Limited Partnership type organized under the laws of the State of California ("Contractor"). The City and Contractor are collectively referred to as the "Parties" or individually as a "Party".

RECITALS

- A. The City desires to engage the Contractor to perform Services as described in this Agreement; and
- B. The City advertised and issued a request for proposals, numbered 40-25 ("Solicitation") and after evaluation of the Contractor's responsive proposal, found the Contractor capable of performing the required Services.

AGREEMENT

In consideration of the terms and conditions in this Agreement, the Parties agree as follows:

- 1. SCOPE OF SERVICES:** The Contractor agrees to provide the City with all services and materials provided in the Scope of Services, attached as Exhibit A, and in the City's Solicitation, if any, and the Contractor's responsive proposal to the City's Solicitation, if any (the "Services"). Contractor shall obtain City Project Manager's written approval prior to starting the Services.
- 2. COMPENSATION:** Payment to the Contractor for the Services described in this Agreement shall not exceed \$3,000,000.00 USD.

This payment shall be the maximum compensation for all Services including labor, materials, supplies, equipment, and incidentals necessary to complete the Services. And it shall not be exceeded without the City's prior written authorization in the form of a negotiated and executed amendment. Contractor agrees this compensation is adequate and sufficient for the timely provision of all Services under this Agreement.

- 3. PAYMENT FOR CONTRACTOR SERVICES:** The Contractor shall submit monthly invoices to City covering both professional fees and project expenses, if any, from the previous month. Invoices must be submitted to the Project Manager, Anna Vogel, by email to anna.vogel@cityofvancouver.us and accpay@cityofvancouver.us or by mail to City of Vancouver, Anna Vogel , PO Box 1995, Vancouver, WA 98668.

City shall pay Contractor within 30 days of receipt of Contractor's invoice. The City will pay Contractor pursuant to Exhibit "B." The City may correct any invoice overpaid in error.

The Parties agree that any amount paid in error by City does not alter the fee schedule. City's contract/purchase order (PO) number on the notice to proceed must be referenced on any invoice submitted for payment.

- 4. TERM OF AGREEMENT:** The term of this Agreement begins on the October 1, 2025 or Effective Date and continues until September 30, 2030. The total term, including any renewal(s), shall not exceed five years. The term and any renewal term are collectively the "Term."

5. CITY DATA; DATA SECURITY

- 5.1 City Data.** Contractor may obtain and process City Data in connection with the Services. "City Data" means the data City provides to Contractor in connection with the receipt of the Services and any data generated by Contractor in connection with providing the Services to City. City owns all City Data. City licenses City Data to Contractor solely for the purposes of providing the Services to City or improving the Services for City. Contractor shall not use City Data for any other purpose, including as artificial intelligence training data. Contractor acknowledges that compliance with Applicable Laws under Section 17 of the Agreement includes compliance with all applicable federal, state, and local data protection laws in its provision of the Services.

- 5.2 Data Security.** If Contractor maintains City Data on Contractor systems it will comply with the following data security requirements.

5.2.1 Security Practices. Contractor shall develop, implement, and maintain appropriate administrative, physical, and technical safeguards that are designed to ensure the confidentiality, integrity and availability of City Data. Contractor will enact safeguards that are compliant with industry best practices for the specific City Data obtained by Contractor in connection with the Services.

5.2.2 Location of City Data. Contractor shall maintain City Data solely in data centers located in the United States.

5.2.3 Security Breaches. A “Security Breach” is any suspected or actual unauthorized access to or use of City Data in Contractor’s possession.

- a. Notice. Contractor will notify City within 24 hours of any Security Breach. Notice will include details regarding the Security Breach including impacted parties, specific data, and mitigation. Contractor will call 360.487.8888 (if after hours, follow prompt to connect to on-call personnel); email City with a read receipt to help.desk@cityofvancouver.us; and email to the City personnel contact for the Agreement.
- b. Coordination. Immediately after Contractor provides notification of a Security Breach the Parties will begin working together to contain, mitigate, investigate, respond to and remediate the Security Breach. Contractor will cooperate with all City requests in relation to the Security Breach in compliance with Applicable Law.
- c. Root Cause Analysis. As soon as possible following the Security Breach, Contractor will complete a root cause analysis and will provide a plan to City for remediation and prevention.
- d. Third-Party Notice. Contractor will work together with City to ensure compliance with RCW 19.255.010 if necessary and will make no statement or send notice to any third party regarding the Security Breach without City’s prior written consent.
- e. Costs. In addition to its indemnification obligations, Contractor will reimburse City for all costs City incurs associated with any Security Breach, including forensic investigation, costs of providing notice to impacted parties, call centers and credit monitoring as applicable. Contractor will pay or reimburse City for all regulatory fines and other legal costs the City incurs associated with the Security Breach.

6. DELIVERABLES - INTELLECTUAL PROPERTY Contractor may create documents or other work product in connection with providing the Services (“Deliverables”). Contractor assigns and will assign to City all right, title, and interest in and to any Deliverables it creates in connection with providing the Services. Contractor may

retain a copy of any Deliverable for its internal business purposes. Contractor's know-how, methodologies and processes are Contractor intellectual property. Contractor grants City a perpetual, irrevocable, royalty-free, worldwide license to use all Contractor intellectual property in connection with the Deliverables for any City purpose.

7. AUDIT RIGHTS: Contractor shall maintain records of all matters related to this Agreement in accordance with generally accepted accounting principles. Contractor shall provide the records to City or any other governmental agency with jurisdiction for audit, at such reasonable times and places as City designates.

8. PUBLIC DISCLOSURE COMPLIANCE: Records relating to Agreement are subject to the following:

8.1 Confidential Information. Any record of City business, including this Agreement, related records, and City Data, is a public record under the Washington Public Records Act, codified at chapter 42.56 RCW ("PRA"). City may be required to disclose this Agreement or related records, including records in Contractor's possession, pursuant to a public disclosure request. City will provide third-party notice to Contractor before disclosing records. Public records may be subject to exemptions from disclosure under the PRA. City agrees to withhold its release of the requested records in dispute for a reasonable amount of time (approximately 10 days) to allow Contractor an opportunity to seek judicial protection pursuant to RCW 42.56.540 as adopted or amended.

8.2 Public Disclosure Compliance. City will comply with the PRA in its receipt of and response to any public disclosure request for responsive records related to this Agreement, subject to applicable exemptions. Under RCW 42.56.060, City will have no liability to Contractor for disclosure of Contractor information acting in good faith pursuant to its obligations under the PRA.

8.3 Subpoenas. If either Party receives a subpoena requiring the disclosure of the other Party's information, that Party will notify the other party and provide a reasonable time for the affected party to obtain a protective order prior to disclosing information. If a Party is prohibited by a court with jurisdiction over the matter from disclosing the subpoena, that Party will provide only the specific information required to be released under the subpoena on the advice of counsel.

8.4 City Data Confidentiality. Notwithstanding Section 8.1-3, Contractor will maintain the confidentiality of all City Data in its possession in conformance with Section 8.

9. STANDARD OF CARE: Contractor shall exercise the degree of skill and diligence normally employed by consultants in the same industry, performing the same or

similar services. Contractor will re-perform any Services that breach this provision at no cost to City.

- 10. DISPUTE RESOLUTION:** City and Contractor agree to negotiate in good faith for a period of 30 days from the date of notice of all disputes between them prior to exercising their rights under this Agreement or under law. All disputes between City and Contractor not resolved by negotiation between the Parties may be mediated only by mutual agreement of both Parties. If not mutually agreed to resolve the claim by mediation, the claim will be resolved by legal action. The Parties agree that if litigation is necessary to enforce any of the provisions of this Agreement, each party shall pay all of their own attorney fees and costs related to the litigation.
- 11. TERMINATION FOR CONVENIENCE:** City may terminate this Agreement at any time for convenience. City will pay Contractor for all Services completed up to the date of termination for convenience. A decision by City to terminate for convenience does not waive any legal rights City has to enforce the Agreement.
- 12. TERMINATION FOR MATERIAL BREACH:** If Contractor materially breaches by failing to perform any of the obligations of the Agreement, including violating any law, regulation, rule, or ordinance applicable to this Agreement, or becomes insolvent or declares bankruptcy, or makes an assignment for the benefit of creditors, Contractor shall not be entitled to receive any further payments under the Agreement until the Services are completed to City's satisfaction. City may provide Contractor a cure period in its sole discretion or may terminate the Agreement and, at City's option, obtain performance of the Services elsewhere.
- 13. INDEMNIFICATION:** Contractor shall indemnify, defend, and hold harmless City and its officers, councilmembers, commissioners, employees, volunteers, and agents, from any claim, liability, loss, cost, expense, suit, and damages, including attorney's fees and consulting fees relating to (a) a third party claim for intellectual property infringement relating to the Contractor's Services or the Deliverables; (b) Contractor's negligence or willful misconduct; (c) Contractor's material breach of the Agreement; (d) Contractor's non-compliance with applicable law; (e) a third-party Washington Public Records Act claim involving Contractor information; and (f) Contractor's court action to enjoin release of Contractor information under the Washington Public Records Act.

City will promptly notify Contractor of a claim under this Section 13 and will provide reasonable cooperation to Contractor in the defense of the claim. Contractor will

have control over defense and settlement of the claim, except that Contractor will not enter any settlement or related agreement without City's prior written consent. Notwithstanding the preceding sentence, City may participate in the defense or settlement of any claim with counsel of its own choosing.

Solely for negligence indemnification claims under (b) above, if Contractor is providing architectural, landscape architectural, engineering, or land surveying services as the Services under this Agreement, and Contractor and City are concurrently negligent, then Contractor will be required to indemnify City only to the extent of Contractor's negligence and will have no obligation to indemnify City for City's sole negligence, pursuant to RCW 4.24.115.

If Contractor or Contractor's employee is a licensed architect, professional engineer, land surveyor, or landscape architect and the Services are related to a construction project, Contractor expressly waives its industrial insurance immunity under the Washington Industrial Insurance Act Title 51 RCW. Contractor acknowledges this waiver has been mutually negotiated and the Parties desire to incorporate this waiver pursuant to RCW 4.24.115(1)(b).

- 14. INSURANCE:** Contractor shall maintain liability insurance for all claims for damages to the City, persons or property that arise from Contractor's performance during the Term of this Agreement.

Contractor shall maintain the following insurance coverage.

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 arising from the performance of this Agreement.	
Combined Single Limit	\$1,000,000
III. Workers' Compensation (applicable to the State of Washington)	

Per Occurrence	
Employer's Liability	\$1,000,000
Disease Each Employee	\$1,000,000
Disease Policy Limit	\$1,000,000
Each Claim	\$1,000,000
Annual Aggregate	\$1,000,000
IV. Umbrella Liability	
	\$5,000,000
V. Professional Liability	
Policy shall include coverage for all claims for damages to person or property arising from the performance of this Agreement.	\$2,000,000

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

- a. Compliance with other Insurance Policies - Contractor will remain compliant with all other insurance obligations it may have pursuant to its personnel or applicable law.
- b. Coverage Trigger - Contractor's insurance must be on an "occurrence" basis rather than claims made. This type of coverage must be indicated on the Certificate of Insurance.
- c. Additional Insured Requirement - The City of Vancouver, its Agents, Representatives, Officers, Directors, Elected and Appointed Officials, and Employees must be named as additional insureds where permissible under applicable law. The required Additional Insured endorsements shall be at least as broad as ISO CG 20 10 11 85, or its equivalent CG 20 10 07 04 and CG 20 37 07 04 must be included with the Certificate of Insurance.
- d. Certificates - The City of Vancouver shall be listed on the Certificate of Insurance as the Certificate Holder. Contractor will provide the Certificate of Insurance to City upon request on an ACORD or comparable form.

All policies shall be issued by an insurance company authorized to do business as an insurance company in the State of Washington.

15. RELATIONSHIP OF THE PARTIES. The relationship of the Parties under this Agreement is that of independent contractors. Contractor is solely responsible for the manner, method, and means of providing the Services. Contractor and its

employees are not City employees and will not be entitled to or receive any benefits under this Agreement. Contractor will pay all Contractor personnel and pay all taxes, contributions, and benefits that may be required related to its personnel. Neither Party may bind the other except as expressly stated in this Agreement.

- 16. SUBCONTRACTING:** Contractor may subcontract for Services with City's prior written approval in its sole discretion. Contractor is solely responsible for its subcontractors' compliance with this Agreement and will pass through the terms of this Agreement to all subcontractors.
- 17. COMPLIANCE WITH APPLICABLE LAW:** Contractor shall comply with all applicable federal, state, and local laws, rules, and regulations ("Applicable Laws"). Contractor shall modify the Services as necessary to comply with Applicable Laws.
- 18. E-VERIFY:** Contractor shall enter into and register a Memorandum of Understanding with the Department of Homeland Security E-Verify program within 60 days of executing this Agreement. Contractor shall ensure all Contractor employees and any subcontractors assigned to perform Services under this Agreement are eligible to work in the United States. Contractor shall provide compliance verification upon City's request.
- 19. TITLE VI COMPLIANCE:** Depending on the Services Contractor provides, the City may use federal funds to compensate Contractor. If federal funds are used, the City, Contractor, and any approved subcontractor must comply with the provisions of Title VI of the Civil Rights Act of 1964, (78 Stat. 252, 42 U.S.C. 2000d to 2000d-4) (CRA) and the Civil Rights Restoration Act of 1987, Pub. L. No. 100-259, 102 Stat. 28 (1988) (CRRRA). Contractor must confirm with City whether Title VI is applicable under this Agreement.
- 20. EQUAL EMPLOYMENT OPPORTUNITY:** The City is an equal opportunity employer. Contractor shall not discriminate against any of its employees or applicants for employment on the basis of race, color, creed, religion, sex (including gender identity, sexual orientation, and pregnancy), national origin, citizenship or immigration status, age (40 or older), the presence of any sensory, mental, or physical disability or the use of a trained dog guide or service animal by a person with a disability, genetic information, honorably discharged veteran or military status, or any other class protected by federal, state, or local employment discrimination laws.

21. ANTI-KICKBACK. City officers and employees shall not have or acquire an interest in the Agreement or solicit, accept, or give any item of value from a person or entity with an interest in this Agreement.

22. PERMITS, LICENSES, AND CERTIFICATIONS. Contractor is solely responsible for any license, permit or certificate that may be required by any federal, state or local law in connection with the performance of Contractor's obligations under this Agreement, including any business license. Contractor may contact the State of Washington Business License Service (BLS) at: 800-451-7985, www.bls.dor.wa.gov/cities/vancouver.aspx or visit the City's website found at www.cityofvancouver.us/businesslicense for assistance with the determination.

23. COOPERATIVE PURCHASING: The Washington State Interlocal Cooperation Act, chapter 39.34 RCW, authorizes public agencies to cooperatively purchase goods and services if all parties agree. By executing this Agreement, Contractor agrees that other public agencies may purchase goods and services under this Agreement at their own cost. City will have no liability or obligation related to Contractor related to that separate agency agreement. Therefore, City agrees to allow other public agencies to purchase services under this Agreement so long as City is not held financially or legally liable for any separate agency services received pursuant to the Agreement, and that any public agency purchasing under this Agreement file a copy of it in accordance with RCW 39.34.040.

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

25. NOTICES: All notices will be hand delivered, certified mail, or sent by electronic mail if agreed by the Parties. Notice will be effective when received if hand delivered, on the delivery date if certified mail, or when an email is sent. Notice must be addressed to the Parties at:

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

For the Contractor:
Christopher Scott
Universal Protection Services, LP
9320 SW Barbur Blvd, Suite 300
Portland, OR 97219
Email: christopher.scott@aus.com

Email: anna.vogel@cityofvancouver.us

Either Party may update its address for notice by giving written notice to the other Party.

26. ASSIGNMENT. Contractor shall not assign this Agreement without the express written consent of City. Any assignment in violation of this subsection is void. All terms of this Agreement are binding on any assignee.

27. ORDER OF PRECEDENCE: If there is a conflict between the terms of any document, the order of precedence is as follows: Amendments to this Agreement; this Agreement; City Purchase Orders; Contractor's responsive proposal to City's solicitation; and City's solicitation. The Parties agree that terms included on any Purchase Order or other document provided by Contractor are not part of this Agreement.

28. SURVIVAL. Sections 15 - 35 will survive any termination of this Agreement.

29. WAIVER. A Party's waiver of any term of this Agreement must be in writing and signed by the Party waiving compliance.

30. THIRD PARTY BENEFICIARIES. There are no third-party beneficiaries under this Agreement.

31. GOVERNING LAW: This Agreement is governed by the laws of the State of Washington without regard to its conflicts of laws provisions. Venue for any action arising under this Agreement will be the state or federal courts for Clark County, Washington. The Parties waive any claim of inconvenient forum.

32. SEVERABILITY. If a court with jurisdiction over the matter determines any clause of this Agreement is unenforceable, it shall revise the clause to reflect the intent of the Parties as closely as possible. If revision is not possible, the Court shall strike the clause and the remainder of the Agreement will remain in full force and effect.

33. AMENDMENTS: Any amendments to this Agreement must be in writing and signed by all Parties to this Agreement.

34. ENTIRE AGREEMENT: This Agreement, together with any amendments, is the entire agreement between the Parties, and supersedes any other agreement or discussion between them, whether written or oral in nature.

35. COUNTERPARTS. This Agreement may be signed in counterparts. Each counterpart will be deemed an original and together the separate parts will form one Agreement.

City and Contractor enter the Agreement as of the Effective Date.

CITY OF VANCOUVER
A municipal corporation

CONTRACTOR:
Universal Protection Services, LP
(DBA: Allied Universal Security
Services)

Lon Pluckhahn, City Manager

Signature

Date

Printed Name /Title

Attest:

Date

Natasha Ramras, City Clerk

Approved as to form:

Nena Cook, City Attorney

EXHIBIT "A": Scope of Work

The services to be provided are Unarmed Security Guard Services which will include, but are not limited to; desk security posts at City Hall, roving security patrols for Parks, vehicle protection during events, monitoring security systems at City Hall, supervising security personnel, receiving and recording security incident reports from Security Officers and other non-security personnel as needed; and carrying out security tasks as required.

This services under this contract are "needs-based" and will be used by a variety of City departments for various locations throughout the City. The City is not obligated to authorize any minimum or maximum work under this contract. The City may use this contract, may perform this work in-house, or may instead select other contractors through other mechanisms as suited to the City's need.

Security services are to be provided, as required, to the sites and facilities as provided herein. The City reserves the right to add or delete services to be provided to best suit the needs of the City. If the City determines that sites and/or facilities must be added to this list, a written contract amendment will be prepared for signature by both parties to authorize services at those sites or facilities.

Contractor shall provide a highly qualified and stable workforce. Contractor shall practice good personnel and labor relations that support the reliability and quality of services; including practices that reduce turnover, increase employee morale; encourage better training; and help promote a professional and stable work force that proactively addresses public safety risks, is best able to address emergencies, and provides a safe, secure and comfortable environment for the City's customers, employees and contractors. In addition, the Contractor shall provide a guarantee of uninterrupted services; which ensure that appropriate levels of security services are maintained at all times without interruption.

The goal of all Security Services shall always be to employ effective communication and de-escalation strategies. Physical engagement shall be a last resort and only used if it is determined that there is a clear threat to Officer, the public or City staff. Officer shall coordinate with City staff to call 911 if it is suspected that a criminal act may have occurred or is occurring, including but not limited to possession of an illegal weapon, possession of illegal drugs and assault. If a situation is determined by the Officer to be an emergency, they may directly call 911. The Officer shall complete a written Incident

Report when directed to by City staff. At a minimum, an Incident Report shall be prepared when a member of the public is injured or when there is a physical confrontation.

Security services are required for the following activities shown below. If the City determines that changes must be made to the list of services to be provided, a written contract amendment will be prepared for signature by both parties to authorize the change.

UNARMED SECURITY SERVICES:

The following unarmed security services to be provided include, but are not limited to:

Security Desk:

Contractor shall provide Security Officer(s) for duty at Customer Information Desk/Lobby Desk, as directed. Duties may include screening of public seeking access to the site, entry screening of employees and visitors during pandemic conditions, walking interior/exterior patrol for general site security, greeting and monitoring visitors seeking City services, or attending meetings, and providing directions to services located in the building, the meeting room(s), restrooms or any other rooms in use. Security Officer(s) in this category shall ensure meeting attendees have left the building, that the main entrances are locked, that the floor(s) have been secured prior to leaving the building at the end of the day, and other duties as required. If requested, Security Officer(s) will provide personal security for staff, escorting them to the parking lot after a meeting. The Officer may directly address behavioral issues if urgency is required in their judgment.

Events:

Contractor shall provide needs based Security Officer(s) as directed. Officer(s) shall work in cooperation with City staff to engage the public, observe behavior and report any concerns to City staff. If required by the City, Security Officer(s) will conduct exterior sweep(s) of the building/facility and address any concerns observed. The Officer may directly address behavioral issues if, in their judgment, urgency is required. Approximately 12 events per year, and many events are multiday which will involve daytime roaming patrols and overnight patrol with 1 officer to monitor site and protect against vandalism.

Meetings:

Contractor shall provide Security Officer(s) as directed to perform an interior patrol/sweep of the building during evening meetings. Security Officer(s) shall ensure

meeting attendees have left the building, that the main entrances are locked and that the floor(s) have been secured prior to leaving the building at the end of the meeting. The Officer may directly address behavioral issues if, in their judgment, urgency is required.

Night Patrol:

Contractor shall provide Security Officer(s) as directed to conduct random exterior and/or interior patrols of the entire building perimeter, grounds, or parking facility. Patrols are to be conducted on foot or in a Contractor supplied vehicle as directed by the City. Security Officer(s) to randomly check exterior doors, gates or stairwells to make sure they are not occupied and locked. Security Officer(s) are to report unlocked doors, vandalism or presence of unauthorized individuals on property. Night Patrol Security Services shall not be provided during City designated severe weather events.

Issues to address may include, but not be limited to, locating unauthorized individuals when the facility is closed, identifying unauthorized activities or behaviors on grounds of the facility, and investigation of recurring complaints. Generally, the need will be to visit the facility and do a visual inspection. The officer should approach unauthorized individuals and instruct them to leave the site. The Officer may directly address behavioral issues if, in their judgment, urgency is required.

A schedule will be provided for park closure and opening. This will commence at 10pm and involve inspection of parking lots and gate locking at parks sites. Opening will occur prior to 5:30am. Scope of work is consistent with what is described above; locating and identifying unauthorized persons and vehicles.

Day Patrol:

Contractor shall provide Security Officer(s) as directed to perform interior and/or exterior patrols/sweeps of the building and sites to maintain order, prevent vandalism, and to ensure there are no unauthorized individuals present. Patrols shall be conducted on foot or in a Contractor supplied vehicle as directed by the City.

Assigned duties may include, among other things, lock and/or unlock park gates, restroom, and recreational facilities. The officer should approach unauthorized individuals and instruct them to leave the site. The Officer may directly address behavioral issues if, in their judgment, urgency is required.

Fire Watch Services:

Contractor shall provide Security Officer(s) as directed as needed to patrol facility when fire sprinklers are shut off for repairs and ensure any unauthorized individuals present are instructed to leave the site. The Officer may directly address behavioral issues if, in their judgment, urgency is required. Security Officer(s) shall contact 911 in cases where an emergency is identified while providing these services.

MISCELLANEOUS SECURITY SERVICES:

The following armed or unarmed security services to be provided include, but are not limited, to the following:

- Provide Security Officer(s) as directed for other miscellaneous security services such as, personal security (escort) for City employees, temporary staff and volunteers when there is no specific threat or emergency. When requested, a uniformed Security Officer in a marked vehicle will arrive to escort the person to their vehicle, within 15 to 30 minutes of the request.
- Provide Security Officer(s) as directed for miscellaneous security functions at construction project sites or for special events.

As required by the specific request, these services may require that personnel supplied be either unarmed or armed.

GENERAL REQUIREMENTS

1. Reporting - Contractor shall provide detailed, written, daily reports to the City staff person who requested the service at that specific location. Required content of the daily report shall be determined by that individual and shall be provided to Contractor in writing. Copies of all reports shall be kept by the Contractor.
2. Contractor shall be responsible for preparing and maintaining operations, procedural and policy manuals and all other required files, documents and training aids for use by Security Officers. The City will provide input on their needs, procedures, policies, practices, laws and regulations to aid in the creation of the Contractor's manuals and training aids. Preparation of manuals and training aids will be completed at Contractor's expense.
3. Upon award of the proposal, Contractor shall immediately provide to the City a list of prospective Security Officers and Supervisors to be assigned to each City site. That list shall include at a minimum for each listed employee, the following information:

- a. Full, legal name, and any aliases;
 - b. Date of Birth;
 - c. Current physical address (residence);
 - d. Copy of current CPR/First Aid Training Card
4. Within ten (10) days of the Contract Award, the Contractor shall have any employees that will be working in the City of Vancouver buildings or property of Police buildings report to VPD West Precinct to have fingerprints taken. Vancouver Police Department will review the information return on the fingerprints and either accept or reject the background check. The City's Project Manager shall notify the Contractor of the results. Once the employee passes the fingerprint background an FBI - Homeland Security CJIS video must be watched and a test taken (This is done every year). Employee email address is required so a link to the presentation can be sent with instructions on how to view the required training. Contractor is to advise the City's Project Manager when CJIS training is completed.
5. Annually, during contract renewal, Contractor will provide the same background check for each employee working on this contract that was required when the contract was awarded and provide copies to the City upon request.
6. Contractor must supply proof of bonding for itself and its employees to the City's Project Manager before a Contract is awarded and annually thereafter.
7. Contract will be terminated if Contractor was previously convicted of any crime relating to the security guard business and no armed security guard will work for the City if convicted of any crime relating to the security guard business.
8. Contractor shall maintain a drug free workplace. Security Officers shall not be under the influence or exhibit any signs of either alcohol, drug use, or any other substance abuse while on shift. If Officer is suspected or caught under the influence it will be grounds for immediate removal.
9. It is understood that the Contractor is responsible for the satisfactory accomplishment of the service or activities included in a subcontract.
10. All Security Officers, without exception, shall be in full uniform at all times while providing services to the City of Vancouver and shall be fully equipped with all City required equipment when providing services. Compensation will not be

paid in cases where a Security Officer reports to their duty station out of uniform or for the time required for an alternate officer to be notified and to arrive at that duty station. Compensation will only be paid for actual services provided that meet, in total, all requirements of the City.

MINIMUM QUALIFICATIONS

1. Contractor must have a current Washington State private security guard license or armed private security guard license, per Chapter 308-18 WAC and Chapter 18.170 RCW, as applicable, and shall supply proof of licensing.
2. Unarmed Security Officers must have at least one (1) year of relevant, verifiable experience in security screening and related equipment operations.

SECURITY GUARD EXPECTATIONS AND DUTIES

Security Officers assigned to work on City assignments must:

1. Have received all required training in the duties of their assigned duty station and in all relevant City policies, practices, requirements, and procedures before providing services to the City of Vancouver.
2. Arrive at their assigned duty station at the mutually agreed upon time ready to perform their assigned duties.
3. Wear an identification tag or bar pin displaying his/her name, at all times. This tag or bar pin shall be provided and paid for by the Contractor.
4. Understand that they are representing the City of Vancouver while at their post and, as such, conduct themselves at all times in a courteous and professional manner while performing their duties. The City retains the right to remove any guard who does not meet the proper standards for customer service and performance.
5. Smoke only during authorized breaks in designated smoking areas.
6. Maintain confidentiality regarding information that may be overheard during the course of handling official duties.

7. Pass a drug test within 15 days of commencement of work at the City, with proof supplied to the City if requested.
8. Be physically fit and able to respond and move quickly if necessary.
9. Be able to lift 50 lbs on a regular basis without physical impairment.
10. Have adequate reading, writing and computer operations skills to perform assigned duties.
11. Have the ability to positively interact with the public.
12. Have the ability to communicate effectively, verbally and in writing.
13. Have the ability to use Microsoft Outlook, calendar and email, if required.
14. Testify in any judicial tribunal, in the event this is requested by the City.

HOLIDAYS

Recognized City Holidays are as follows: New Year's Day, Martin Luther King Jr. Day, President's Day, Memorial Day, Juneteenth, Independence Day, Labor Day, Veteran's Day, Thanksgiving Day, Thanksgiving Holiday, and Christmas Day.

TRAINING

Prior to assignment, Contractor will be responsible for providing training to their personnel that they deem necessary to fully and completely perform their function.

At a minimum, training on the following topics shall be provided by the Contractor:

- a. Radio procedures
- b. Report writing, including but not limited to Incident reports, accident reports, witness forms, security logs
- c. Workplace Violence Prevention & Dealing with Hostile Individuals.
- d. City Hall Security Guidelines
- e. Everbridge Emergency Notification System
- f. Operation of Contractor supplied equipment
- g. Security Officers must have training in Blood-borne pathogens/infectious disease/sharps handling and awareness
- h. Patrol procedures

- i. When to call VPD
- j. Identification of potential hazards, threats and safety issues
- k. Security and fire alarm responses Current First Aid and CPR certification. The Contractor will be responsible to ensure and coordinate refresher training as necessary.
- l. Any other Labor and Industries mandated training; provide proof of successful completion to the City upon request.

UNIFORM

All Security Officers shall be in a well-fitting, clean, neatly groomed and well maintained City approved uniform at all times while providing services to the City of Vancouver. Contractor shall not advertise themselves as a City employee in any way.

Contractor provided uniforms shall consist of the following:

- A long or short sleeve shirt containing one or more visible patches with the Contractor's name and identifying the individual as a Security Officer unless otherwise requested during specific events.
- Trousers/slacks must be of a dark color and color coordinated with the uniform shirt. Jeans are not permitted. (well-fitting black BDU pants are an acceptable option),
- Black or brown utility belt with an appropriate number of keepers,
- Shoes or dress shoes shall be black or brown polished,
- Jacket (seasonal and weather appropriate), with a minimum with a 3-inch white/black "Security" embroidered patch on back,
- Gloves,
- Hat (seasonal and weather appropriate)
- Appropriate Body Armor/ballistic vest (Body armor, if provided, must be worn under the duty shirt.)

A name tag, supplied by the Contractor, shall be displayed on the uniform with the name of the Security Officer. The name tag shall be visible to the public at all times.

Contractor shall provide and pay for uniforms to its employees working for the City Contract, in sufficient quantity as to allow a continuous professional appearance and of sufficient quality of material that allows for a sharp, pressed look throughout the duration of an employee's shift.

EQUIPMENT & SUPPLIES

The Contractor, at their expense, shall supply all equipment and supplies required to provide contracted services. Depending on the assignment and required duties, equipment supplied to Security Officers will consist of: Patrol Vehicle(s), Two Way Radio or Cellphone with City-wide coverage, Flashlight, Report and Record Preparation Materials, Tasers, First Aid Supplies, Batons, Handcuffs, Pepper spray.

Contractor is solely responsible for determining what equipment is be carried by each Security Officer. The City reserves the right to offer suggestions. Final responsibility for equipment selection, however, shall remain with the Contractor.

COST PROPOSAL

The Cost Proposal shall be inclusive of all costs directly associated with providing the services identified.

During the term of this contract, Contractor may submit requests for compensation adjustments. In consideration of market conditions, the City may allow an annual adjustment to compensation paid supported by the Consumer Price Index for the Seattle-Tacoma-Bellevue area for the previous four quarters.

The table below shows the locations where services are currently being provided and the duration and/or schedule at those locations.

	Facility	Facility Description	Coverage Description	Coverage Hours	Holiday Coverage
1	City Hall - Daily 415 W 6 th St	Security Desk. Administrative Building. Restroom inside building.	Desk coverage	Monday – Friday 7:00 – 5:00 pm	Yes
2	City Hall Parking Lot	No lot to patrol. No restroom to patrol.	Roaming Patrol. Minimum of three patrols.	Monday – Friday 7:00 – 5:00 pm	No
3	City Parks Various location	Security patrol. Off hour patrol. Parking lot, gates,	Roaming Patrol and foot. Minimum of 6 patrols.	10:00 pm – 5:30 am	Yes
4	City Hall - City Council Meetings	Building. Restroom inside building.	Desk Coverage, Roaming Patrol, Doors	Monday- 5:00- 10:00 PM (varies)	No
5	City Hall - Planning Commission Meetings	Building. Restroom inside building.	Desk Coverage, Roaming Patrol, Doors	2 nd and 4 th Tuesday of each month 4:00-9:00 PM (varies)	No
6	Lot 18 Parking Garage 6th and Columbia	Parking stalls, stairwells, and elevator	Roaming Patrols	2 random interior patrols of top 2 levels per night 7 days a week between 6:00 PM and midnight	Yes
7	Dedicated Night Patrol buildings	Outside of buildings, grounds, parking lots	Roaming patrols	5:00 PM to 7:00 AM 7 days a week.	Yes

EXHIBIT "B":
Fee Schedule

<u>Description</u>	<u>Year 1 Hourly Rate</u>
Security Patrol (Unarmed)	\$31.15 per hour (regular)
	<u>Year 1 Monthly Rate</u>
Security Patrol Vehicle	\$1,628.00

NOTES TO PRICING

- Overtime requests to be billed at 1.5 times straight-time bill rates
- Bill rates are not inclusive of sales tax
- Bill rates are based upon 30-day payment terms
- Bill rates are inclusive of the following items:
 - Wage
 - Payroll Taxes: FICA, FUTA, SUTA
 - Insurances: WCI, GLI
 - Medical: Health, Dental, Vision
 - Sick coverage – Compliant with local city and state mandates
 - Vacation coverage
 - Holiday coverage
 - Training – pre-assignment, on-the-job, refresher
 - Non-billed overtime
 - Standard Background/Drug Screening
 - Uniforms/Equipment
 - Corporate and Branch Overhead
 - Profit
 - Vehicles, including maintenance and fuel
 - HELIAUS for all sites
- Bill Rates provided are a combined, all-inclusive single rate for Site Supervisors and Site-Specific Security Professionals
- Vehicle Bill Rates shown are on a monthly billing basis, at a per month per vehicle rate.

A RESOLUTION adopting the Interlocal Agreement to enter the Association of Washington Cities Employee Benefit Trust Health Care Program as required by Ch. 48.62 RCW and WAC 200-110-030.

Staff Report: 195-25

To: Mayor and City Council
From: City Manager
Date: September 22, 2025

Subject

Interlocal Agreement - City of Vancouver and Association of Washington Cities Benefits Pool

Key Points

- Allows City to transition its Preferred Provider Organization (PPO) medical plans and dental plans offered to employees and pensioners to the AWC Benefits Pool.
- Allows City to transition its Employee Assistance Plan (EAP) to the AWC Benefits Pool.
- This transition does not include or impact Kaiser medical and dental plans the City currently offers and provides.

Strategic Plan Alignment

High Performing Government – a government that is reliable, fiscally responsible, equitable, and open to compromise

Present Situation

The City's PPO medical and dental plans are currently self-funded. In an effort to achieve cost savings over time, the City evaluated various benefit alternatives. The City selected the AWC Benefits Pool because migrating to it will result in the least disruption to employees and it is estimated to be a more cost-effective option over time. AWC requires the City to enter the Interlocal Agreement presented to Council by Resolution in order to participate in the AWC Benefits Pool.

Advantage(s)

1. Provides the same PPO medical plans that are currently offered by the City.
2. Offers additional premium-sharing tiers that will benefit smaller families while not disadvantaging larger families.
3. Provides "buying power" because AWC insures over 40,000 lives compared to the fewer than 1100 lives (employees and family members) currently enrolled in self-funded City PPO plans.
4. Offers Wellness benefit options for employees that could result in the City receiving "Well City" status and becoming eligible for premium reductions.

Challenge(s)

This migration requires various Human Resources and Information Technology resources to ensure City systems are ready to serve employees during open enrollment and beyond.

Budget Impact

AWC Medical and Dental plans are priced similarly to City plans. AWC will announce its annual premium increases in late September.

AWC's Employee Assistance Program (EAP) costs less than the City's while providing comparable benefits. The City will be able to terminate certain coverages and fees required for self-insured agencies beginning later in 2026.

Specific cost savings are not yet known due to factors including number of enrollees and premium increases.

Prior Council Review

A memorandum was provided to the City Council regarding the transition to AWC.

Action Requested

On Monday, September 22, 2025, by Resolution approve the Interlocal Agreement for the City to join the Association of Washington Cities (AWC) Benefits Pool for provision of certain healthcare and healthcare-related benefits.

Staff Contact

Antoinette Gasbarre, Human Resources Director, Antoinette.Gasbarre@cityofvancouver.us

Attachments:

1. Resolution
2. AWC_Interlocal Agreement

9/22/2025

RESOLUTION NO. M- [Resolution Number]

A RESOLUTION adopting the Interlocal Agreement to enter the Association of Washington Cities Employee Benefit Trust Health Care Program as required by Ch. 48.62 RCW and WAC 200-110-030.

WHEREAS, the Association of Washington Cities Employee Benefit Trust (the “Trust”) is an entity to which contributions by cities and towns and non-city entities organized and existing under the Constitution or laws of the State of Washington and who are members of the Trust (“Participating Cities and Towns,” and “Participating Non-City Entities”) and their employees can be paid and through which the Board of Trustees of the Trust (“Trustees”) provides one or more insured health and welfare benefit plans or programs to Participating Cities and Towns’ and Non-City Entities’ employees, their dependents and other beneficiaries (“Beneficiaries”), on whose behalf the contributions were paid; and

WHEREAS, the Trust qualifies as a voluntary employee beneficiary association within the meaning of Section 501(c)(9) of the Internal Revenue Code, providing for the payment of life, sick, accident or other benefits to Beneficiaries; and

WHEREAS, the Trust and Participating Cities and Towns and Non-City Entities have determined that it is in the best interest of Participating Cities and Towns and Non-City Entities to jointly self-insure certain health benefit plans and programs for Beneficiaries through a designated account within the Trust, while at the same time having the Trust continue as the entity to which other insured health and welfare benefit program contributions are paid and through which insured health and welfare benefit plans and programs are provided to Beneficiaries; and

RESOLUTION - 1

WHEREAS, it appears economically feasible and practical for the parties to do so; and

WHEREAS, Chapter 48.62 RCW provides that two or more local government entities may, by Interlocal agreement under chapter 39.34 RCW, jointly self-insure health benefit plans and programs, and/or jointly hire risk management services for such plans or programs by any one or more of certain specified methods; and

WHEREAS, the Association of Washington Cities Employee Benefit Trust Interlocal Agreement (the “Interlocal Agreement”) attached hereto creates a joint self-insured health and welfare benefit program (the “Health Care Program”) to be administered by the Trustees for the purposes of providing self-insured health benefits to Beneficiaries; and

WHEREAS, WAC 200-110-030 requires every local government entity participating in a joint self-insurance health and welfare benefit program to adopt such program by resolution; and

WHEREAS, Chapter 48.62 requires Health Care Program assets to be managed consistent with existing authority over use of municipal funds in RCW 35.39.030. The Trust will manage Health Care Program reserves in compliance with Chapter 48.62 RCW; RCW 35.39.030, and the Health Care Program Investment Policy; and

WHEREAS, all premium contributions for use in the Health Care Program are deposited into a designated account within the Trust, the Health Care Program Account (the “HCP Account”), and the HCP Account represents a pool of funds that is independent of all other Trust or AWC funds; and

WHEREAS, the Trust intends to manage the HCP Account assets in compliance with federal and state laws and the Interlocal Agreement; and

WHEREAS, the City of Vancouver believes it is in the best interest of the Health Care Program to allow the Trust to manage the HCP Account;

RESOLUTION - 2

NOW, THEREFORE,

BE IT RESOLVED BY THE CITY OF VANCOUVER:

Section 1. **Findings.** The City Council adopts the above recitals and the information in SR 2025-1286 as findings.

Section 2. **Interlocal Agreement Adoption.** The Interlocal Agreement for the Health Care Program is hereby adopted.

Section 3. **Agreement to Assessments.** By adopting the Interlocal Agreement, the City of Vancouver acknowledges that it shall be subject to assessments as required by the Health Care Program.

Section 4. **Authorization.** The City Manager or designee is hereby authorized to take all action necessary to implement the Health Care Program entered pursuant to this Resolution.

Section 5. **Effective Date.** This resolution is effective immediately.

ADOPTED at a Regular Meeting of the Vancouver City Council this 22nd day of September, 2025.

Anne McEnery-Ogle, Mayor

Attest:

Natasha Ramras, City Clerk

Approved as to form:

Nena Cook, City Attorney

RESOLUTION - 4

**ASSOCIATION OF WASHINGTON CITIES EMPLOYEE BENEFIT TRUST
HEALTH CARE PROGRAM
INTERLOCAL AGREEMENT**

This Agreement is made and entered into in the State of Washington by and among the Association of Washington Cities Employee Benefit Trust (the “Trust”) and cities and towns, and non-city entities organized and existing under the Constitution or laws of the State of Washington and who are members of the Trust (“Participating Cities and Towns,” or “Participating Non-City Entities”), all of whom are signatories to this Agreement.

RECITALS

WHEREAS, the Trust is an entity to which contributions by Participating Cities and Towns and Non-City Entities (defined below) and Participating Employees (defined below) are paid and through which the Board of Trustees provides one or more insured health and welfare benefit plans or programs to Participating Employees, their covered dependents and other beneficiaries (“Beneficiaries”), on whose behalf the contributions were paid; and

WHEREAS, the Trust qualifies as a voluntary employee beneficiary association within the meaning of Section 501(c)(9) of the Internal Revenue Code (“VEBA”), providing for the payment of life, sick, accident or other benefits to Beneficiaries; and

WHEREAS, the Trust and the Participating Cities and Towns have determined that it is in the best interest of Participating Cities and Towns to jointly self-insure certain health benefit plans and programs for Beneficiaries through a designated account within the Trust, while at the same time having the Trust continue as the entity to which health and welfare benefit plan or program contributions are paid and through which insured health and welfare benefit plans and programs are provided to Beneficiaries; and

WHEREAS, it appears economically feasible and practical for the parties to this Agreement (defined below) to do so; and

WHEREAS, Chapter 48.62 RCW provides that two or more local government entities may, by Interlocal agreement under Chapter 39.34 RCW, jointly self-insure health benefit plans and programs, and/or jointly hire risk management services for such plans or programs by any one or more of certain specified methods; and

WHEREAS, each local government entity that is a signatory hereto, as required by WAC 200-110-030, acts upon the authority of a resolution adopting this Agreement and the Health Care Program (defined below) created herein;

NOW, THEREFORE, for and in consideration of all of the mutual benefits, covenants and agreements contained herein, the parties hereto agree as follows:

ARTICLE 1

DEFINITIONS

The following are definitions of terms used in the Agreement. Unless indicated otherwise, other terms are defined where they are first used. Defined terms are capitalized when used in the defined context.

- 1.1 **Agreement** means this Interlocal Agreement entered into under the authority of Chapter 39.34 RCW and as required by RCW 48.62.031(2) between the Trust and Participating Employers.
- 1.2 **Association of Washington Cities** or **AWC** means the Association of Washington Cities, a not-for-profit membership association established pursuant to the laws of the state of Washington for the purpose of providing various services to and on behalf of its member cities.
- 1.3 **Association of Washington Cities Employee Benefit Trust** or the **Trust** means the trust and all property and money held by such entity, including all contract rights and records, established for the sole purpose of providing life, sick accident or other health and welfare benefits to Participating Employees, their covered dependents and other beneficiaries, and which is approved by the Internal Revenue Service as a VEBA.
- 1.4 **Employee Benefits Advisory Committee** or **EBAC** means the committee defined in Article V of the Trust Agreement that may be delegated responsibility by the Board of Trustees, including but not limited to: overseeing the operations of the Health Care Program, analyzing and developing annual premium levels and benefit coverage changes for recommendation to the Board of Trustees and performing other duties necessary to ensure that the needs of Participating Employers are met and the long-term financial health of the Health Care Program is maintained.
- 1.5 **Health Care Program** means the joint self-insurance program offering self-insured health benefit options through the HCP Account.
- 1.6 **HCP Account** means a designated account within the Trust and created by this Agreement, the Trust Agreement and Trust Health Care Program policies all under the authority of Chapter 48.62 RCW to provide self-insured health benefits to Participating Employees, their covered dependents and other beneficiaries and further described in Article 6.
- 1.7 **Non-City Entity** means any public agency, public corporation, intergovernmental agency or political subdivision, within the state of Washington that meets the requirements of Article IX, Section 1(c)(ii) and (iii) of the Trust Agreement for participation in the Health Care Program.
- 1.8 **Participating City** means any city or town within the state of Washington that meets the requirements of Article IX, Section 1(a) or Section 1(b) of the Trust Agreement.

- 1.9 **Participating Employee** means any individual employed by a Participating Employer and for whom the Participating Employer makes contributions to the Trust, and any individual who may have been so employed but is subsequently laid off, terminated, or retired.
- 1.10 **Participating Employer** means a Participating City or Non-City Entity that is also a party to this Agreement.
- 1.11 **Resolution** means the resolution adopted by each Participating City or Non-City Entity that authorizes the Health Care Program.
- 1.12 **State Risk Manager** or **Risk Manager** means the risk manager of the Risk Management Division within the Department of Enterprise Services.
- 1.13 **Stop Loss Insurance** or **Reinsurance** means a promise by an insurance company that it will cover losses of the Health Care Program over and above an agreed-upon individual or aggregated amount, which definition shall be modified by any changes to the definition of stop loss insurance in WAC 200-110-020.
- 1.14 **Third-Party Administrator** means the independent association, agency, entity or enterprise which, through a contractual agreement, provides one or more of the following ongoing services to the Health Care Program: pool management or administration services, claims administration services, risk management services, or services for the design, implementation, or termination of an individual or joint self-insurance program.
- 1.15 **Trust Agreement** means the Trust Agreement Governing the Trust amended and restated July 1, 2013, and any subsequent amendments thereto.
- 1.16 **Trustees** or **Board of Trustees** means the following individuals and their successors, who together, govern the Trust and the Health Care Program:
- 1.16.1 the AWC President and the AWC Vice President;
- 1.16.2 the EBAC Chair and the EBAC Vice Chair; and
- 1.16.3 an individual elected pursuant to the procedures in Article III, Section 5 of the Trust Agreement to serve as the trustee from one of the following regions:
- (a) North East Region (known as the “North East Region Trustee”);
 - (b) North West Region (known as the “North West Region Trustee”);
 - (c) South East Region (known as the “South East Region Trustee”); and
 - (d) South West Region (known as the “South West Region Trustee”).

Individuals from Non-City Entities are not eligible to serve as Trustees.

ARTICLE 2

PURPOSE

This Agreement is entered into for the purpose of authorizing the Health Care Program created by the Trust to provide self-insured health benefits to Participating Employees, their covered dependents and other beneficiaries. The Health Care Program shall comply with the statutory provisions found in Chapters 48.62 and 39.34 RCW and the regulatory requirements contained in WAC 200-110 applicable to joint self-insurance programs.

ARTICLE 3

PARTIES

Each party to this Agreement certifies that it intends to participate in the Health Care Program. Participating Employers are signatories of this Agreement to become effective on a date to be mutually determined (the “Effective Date”) and with such other Participating Cities and Non-City Entities as may later be added to and become signatories to this Agreement.

ARTICLE 4

DURATION OF AGREEMENT

- 4.1 This Agreement shall become effective on the Effective Date.
- 4.2 This Agreement shall have perpetual duration unless terminated as hereinafter provided.

ARTICLE 5

MEMBERSHIP COMPOSITION

The Health Care Program shall be open to Participating Cities and Non-City Entities. Participation in the Health Care Program is voluntary and not a requirement of AWC membership. The Board of Trustees shall provide for the reasonable admission of new Participating Cities and Non-City Entities.

ARTICLE 6

HCP ACCOUNT

- 6.1 All premium contributions by Participating Employers, Non-City Entities and Participating Employees for use in the Health Care Program are deposited into the HCP Account.
- 6.2 The HCP Account represents a pool of funds that is independent of all other Trust or AWC funds and independent of all other Participating Employer and Non-City Entity funds. The funds deposited into the HCP Account are held, managed and expended only for the Health Care Program and reasonable expenses, consistent with applicable state

and federal statutes and rules governing joint self-insurance programs and self-insurance programs generally.

- 6.3 The HCP Account is subject to audit by the State Auditor's Office.

ARTICLE 7

TRUSTEE POWERS RELATED TO HEALTH CARE PROGRAM

The Board of Trustees is provided with the powers and functions established under RCW 48.62.031 to accomplish the following:

- 7.1 Promote the economical and efficient means by which health benefits coverage is made available to Participating Employers and Non-City Entities and provided to Participating Employees, their covered dependents and other beneficiaries;
- 7.2 Protect the financial integrity of the Health Care Program through purchase of Stop Loss Insurance or Reinsurance in such form and amount as needed;
- 7.3 Contract for or otherwise provide risk management and loss control services;
- 7.4 Contract for or otherwise provide legal counsel for the defense of claims and other legal services;
- 7.5 Consult with the state insurance commissioner and the State Risk Manager;
- 7.6 Obligate the Participating Employers and Non-City Entities to pledge revenues or contribute money to secure the obligations or pay the expenses of the Health Care Program, including the establishment of a reserve or fund for coverage; and
- 7.7 Exercise all other powers and perform all other functions reasonably necessary to carry out the purposes of the Health Care Program, Chapter 48.62 RCW and Chapter 200-110 WAC.

ARTICLE 8

ORGANIZATION OF HEALTH CARE PROGRAM

- 8.1 The operations of the Health Care Program are managed by the Board of Trustees or its delegates. The Trustees or any delegates review and analyze Health Care Program-related matters and make operational decisions regarding premium contributions, reserves, plan options and benefits in compliance with Chapter 48.62 RCW.
- 8.2 The Board of Trustees has decision authority consistent with the Trust Agreement, Health Care Program policies, Chapter 48.62 RCW and Chapter 200-110 WAC.

ARTICLE 9

RESPONSIBILITIES OF THE TRUSTEES

- 9.1 The Board of Trustees shall discharge its responsibilities under this Agreement as follows:
 - 9.1.1 Provide for the efficient management and operation of the Health Care Program;
 - 9.1.2 Provide for health benefit coverage options for Participating Employees, their covered dependents and other beneficiaries;
 - 9.1.3 Determine the level of Stop Loss Insurance or Reinsurance coverage for claims expenses above the amounts deemed appropriate for self-insurance;
 - 9.1.4 Ensure that the Health Care Program meets required state and federal statutes and rules;
 - 9.1.5 Contract with vendors required to meet the responsibilities established by the Trust Agreement, Health Care Program policies, and applicable state and federal statutes and rules;
 - 9.1.6 Maintain the balance between meeting the Health Care Program needs of Participating Employers and the long-term financial integrity of the Health Care Program;
 - 9.1.7 Prepare an annual financial report on the operations of the Health Care Program; and
 - 9.1.8 Provide for other services deemed appropriate by the Board of Trustees to meet the purposes of this Agreement.
- 9.2 The Board of Trustees may delegate the responsibilities described in this Article 9 to the EBAC or other delegates at its complete discretion.

ARTICLE 10

RESPONSIBILITIES OF THE PARTICIPATING EMPLOYERS

In order to participate in the Health Care Program, Participating Employers shall:

- 10.1 Be a Participating City or Non-City Entity in good standing and comply with the requirements of admission or qualification as established by the Board of Trustees;
- 10.2 Adopt this Agreement by Resolution, agreeing to its terms and provisions;
- 10.3 Submit the Resolution and Agreement to the Trust;

- 10.4 Read the terms, conditions and representations set forth in the application agreement related to participation in the Health Care Program;
- 10.5 Designate an employee of the Participating Employer to be a contact person for all matters relating to the Participating Employer's participation in the Health Care Program;
- 10.6 Pay premiums for the Health Care Program to the Third-Party Administrator no later than the tenth day of the month in which the premium is due;
- 10.7 By formal action of the legislative body of the Participating Employer, approve policies and procedures necessary to secure protected health information ("PHI") in accordance with Chapter 70.02 RCW and the Health Insurance Portability and Accountability Act ("HIPAA") privacy and security rules, codified at 45 C.F.R. Parts 160-164;
- 10.8 Provide the Health Care Program with such information or assistance as is necessary for the Health Care Program to meet its responsibilities under this Agreement; and
- 10.9 Cooperate with and assist the Health Care Program and any insurer of Stop Loss Insurance or Reinsurance, in all matters relating to the administration and operation of the Health Care Program and all matters relating to this Agreement.
- 10.10 Comply with all bylaws, rules, regulations and policies adopted by the Board of Trustees relating to the Health Care Program.

ARTICLE 11

RESERVE FUND INVESTMENT

All reserve fund investments from the HCP Account shall be made in a manner that is consistent with RCW 48.62.111, Chapter 39.59 RCW, WAC 200-110-090 and the Health Care Program Investment Policy.

ARTICLE 12

FINANCIAL RECORDS

- 12.1 The Board of Trustees shall develop estimated revenue and expenditures to establish a budget for each fiscal year covering January 1 through December 31 annually. Actual Health Care Program revenues and expenditures shall be monitored monthly by the Board of Trustees and reported at its quarterly meetings.
- 12.2 The accounting records of the Health Care Program are maintained in accordance with methods prescribed by the State Auditor's office under the authority of Chapter 43.09 RCW. The Health Care Program also follows applicable accounting standards established by the Governmental Accounting Standards Board ("GASB"). Year-end financial reporting is done on an accrual basis and submitted to the Office of the State Auditor as required by Chapter 200-110 WAC. Once reviewed and approved by the

Office of the State Auditor the year-end financial report is transmitted to the Office of the State Risk Manager.

- 12.3 Financial records of the Health Care Program shall be subject to audit by the Office of the State Auditor. Year-end financial reports and audit results shall be made available to interested parties. The Health Care Program shall provide financial information as required by state statute and rule to the Office of the State Risk Manager.

ARTICLE 13

PARTICIPATING EMPLOYER TERMINATION AND WITHDRAWAL

- 13.1 A Participating Employer must remain in good standing with the Trust and adhere to the requirements of this Agreement. In the event that a Participating Employer fails to be a Participating City or Non-City Entity in good standing, participation in the Health Care Program shall automatically terminate without notice as shall all health and welfare benefits provided through the Health Care Program.
- 13.2 The Board of Trustees may take action to terminate membership or deny membership in the Health Care Program where it determines that such termination or denial is in the best interest of the Health Care Program
- 13.3 When a Participating Employer's eligibility in the Health Care Program is affected due to merger or annexation, the affected Participating Employer may petition the Board of Trustees to remain in the Health Care Program.
- 13.4 A Participating Employer may only withdraw its participation in the Health Care Program at the end of the calendar year and must provide written notice to the Trust at least thirty-one (31) days in advance of the end of the calendar year (December 31st).
- 13.5 In the event of withdrawal or non-renewal, the Health Care Program will cover any of the Participating Employer's remaining outstanding Health Care Program claims expenses incurred prior to the Participating Employer's withdrawal from or non-renewal in the Health Care Program.
- 13.6 No Participating Employer, because of withdrawal or any other reason, has any right or interest in the HCP Account because of its nature as a rate stabilization fund. In the event any Participating Employer withdraws from the Health Care Program, its Participating Employees, their covered dependents and other beneficiaries and any Consolidated Omnibus Budget Reconciliation Act of 1985 as amended (COBRA) participants and contract personnel and dependents approved by the Board of Trustees, shall forfeit all right and interest to the HCP Account.

ARTICLE 14

TERMINATION OF HEALTH CARE PROGRAM

- 14.1 In the event the Health Care Program is terminated, the Board of Trustees shall distribute the remaining funds in the HCP Account to the Trust or any successor association authorized by Chapter 39.34 RCW for like purposes for use in any program with similar purposes.
- 14.2 Upon termination, this Agreement and the HCP Account shall continue for the purpose of paying remaining outstanding claims and expenses and fulfilling all other functions necessary to complete the business of the Health Care Program.

ARTICLE 15

MEETINGS, NOTICES AND COMMUNICATIONS

- 15.1 The Board of Trustees and the EBAC, if any responsibilities for Trust management have been delegated thereto, shall provide notice of their regular and special meetings and hold their meetings in accordance with Chapter 42.30, RCW Open Public Meetings Act.
- 15.2 Communications with Participating Employers may occur using mail, email or posting on the Health Care Program website. The website shall be partitioned to provide information for the general public and information specific to Participating Employers and their employees.
- 15.3 Communications may come directly from the Health Care Program, through the Third-Party Administrator or through another vendor on behalf of the Health Care Program.

ARTICLE 16

AMENDMENTS TO INTERLOCAL AGREEMENT

- 16.1 The Board of Trustees shall review and analyze any proposed amendment to this Agreement. An amendment may be proposed for review by any party to this Agreement.
- 16.2 The Board of Trustees upon its discretion may take action by resolution on any amendment at any regular meeting of the Board of Trustees.

ARTICLE 17

PROHIBITION ON ASSIGNMENT

- 17.1 No Participating Employer may assign any right or claim of interest it may have under this Agreement.

- 17.2 No creditor, assignee or third-party beneficiary of any employer shall have the right, claim or title to any party, share, interest, premium or asset of the Trust, HCP Account or the Health Care Program.

ARTICLE 18

HEALTH CLAIM DISPUTES AND APPEALS

In the event that a dispute arises over a health claim, the procedures, adjudication requirements and administrative remedies shall be found in the Health Care Program's plan document applicable to the Health Care Program covering the claimant.

ARTICLE 19

PLAN ADMINISTRATION DISPUTES AND APPEALS

- 19.1 In the event that a dispute arises between a Participating Employer and the Health Care Program, the Participating Employer shall document the circumstances causing the dispute and submit a written request for review of the disputed circumstances to the Board of Trustees. Upon review of such information, the Board of Trustees shall attempt to resolve the dispute.
- 19.2 If the Board of Trustees' resolution to the dispute is deemed unsatisfactory, then alternative dispute resolution through mediation or binding arbitration may be necessary.

ARTICLE 20

ENFORCEMENT OF TERMS OF AGREEMENT

- 20.1 The Board of Trustees may enforce the terms of this Agreement.
- 20.2 In the event legal action is initiated to enforce any term or provision of this Agreement against any present or previous Participating Employer, the prevailing party shall receive such reimbursement of costs as the court deems reasonable for attorneys' fees and costs related to the relevant legal action.

ARTICLE 21

DEFAULT

- 21.1 If any Participating Employer fails to perform any term or condition of this Agreement and such failure continues for a period of sixty (60) days after the Board of Trustees has given the Participating Employer written notice describing such failure, the Participating Employer shall be considered in default.
- 21.2 Upon default, the Board of Trustees may immediately cancel the Participating Employer's participation in the Health Care Program without additional notice or exercise some other remedy otherwise provided by law.

- 21.3 The rights and remedies of the Board of Trustees are cumulative in nature and pursuit of any particular remedy shall not be deemed an election of remedies or a waiver of any other remedies available hereunder or otherwise available by law.

ARTICLE 22

NO WAIVERS

No waiver or forbearance of a breach of any covenant, term, or condition of this Agreement shall be construed to be a waiver or forbearance of any other or subsequent breach of the same or of any other covenant, term or condition, and the acceptance of any performance hereunder, or the payment of any sum of money after the same has become due or at a time when any other default exists hereunder, shall not constitute a waiver or right to demand payment of all sums owing or a waiver of any other default then or thereafter existing.

ARTICLE 23

CONTRACT MANAGEMENT

The Health Care Program shall designate a person to whom the State Risk Manager shall forward legal process served upon the Risk Manager; **The AWC Chief Executive Officer** (designee or successor). **The Health Care Program Director** shall be responsible for and shall be the contact person for all communications regarding the performance of this Agreement.

ARTICLE 24

SEVERABILITY

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

ARTICLE 25

COUNTERPART COPIES

This Agreement may be signed in counterpart or duplicate copies and any signed counterpart or duplicate copy shall be equivalent to a signed original for all purposes.

ARTICLE 26

HEADINGS

The Article and Section headings in this Agreement are inserted for convenience only and are not intended to be used in the interpretation of the contents of the Articles and Sections they introduce.

ARTICLE 27

AGREEMENT COMPLETE

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

[Signature page follows]

IN WITNESS WHEREOF, the undersigned parties have executed this Agreement.

Association of Washington Cities
Employee Benefit Trust

Participating Employer

Signature:  _____

Name: **Deanna Dawson**

Title: Chief Executive Officer

Date: 11-1-22 _____

Signature: _____

Name (print): _____

Title: _____

Date: _____

Effective Date: January 1, 2014

To: Mayor and City Council
From: City Manager
Date: September 22, 2025

Subject

Approval of Claim Vouchers

Action Requested

Approve claim vouchers for September 22, 2025.

Attachments:

1. September 22, 2025 Claim Vouchers

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:

\$ 14,245,986.02 this 22nd day of September 2025.

MAYOR

Anthony Glenn

AUDITING OFFICER

COUNCILMEMBER

COUNCILMEMBER

DATE	INCLUSIVE CHECK NUMBERS	CHECK TOTAL
September 08, 2025 - September 14, 2025	Accounts Payable Checks (see attached)	\$ 9,794,143.67
September 08, 2025 - September 14, 2025	Hansen City Payments (see attached)	\$ 14,044.24
September 08, 2025 - September 14, 2025	Visa Refunds (see attached)	\$ 2,285.49
September 08, 2025 - September 14, 2025	Payroll Checks (see attached)	\$ 4,435,512.62
TOTAL		\$ 14,245,986.02

INVOICE PAYMENTS REPORT

<u>Category</u>	<u>Type</u>	<u>Transaction Reference</u>	<u>Date</u>	<u>Amount</u>	<u>Payee</u>	<u>Memo</u>
Supplier Payment	Check	27242	9/10/2025	5,614.99	Aflac	
Supplier Payment	Check	27243	9/10/2025	6,106.21	AFSCME Local #307	
Supplier Payment	Check	27244	9/10/2025	658.50	California State Disbursement Unit	
Supplier Payment	Check	27245	9/10/2025	2,533.50	Chapter 13 - Trustee	
Supplier Payment	Check	27246	9/10/2025	491.00	Hawaii SDU	
Supplier Payment	Check	27247	9/10/2025	780.65	IAM Local #1374	
Supplier Payment	Check	27248	9/10/2025	8,790.09	Life Insurance Company of North America	
Supplier Payment	Check	27249	9/10/2025	1,300.00	MFS Service Center Inc	
Supplier Payment	Check	27250	9/10/2025	25.00	OPEIU Local #11	
Supplier Payment	Check	27251	9/10/2025	4,876.04	OPEIU Local #11	
Supplier Payment	Check	27252	9/10/2025	851.00	Teamsters Local #58	
Supplier Payment	Check	27253	9/10/2025	332.50	UA Local #290	
Supplier Payment	Check	27254	9/10/2025	2,979.30	Western Conference of Teamsters	
Supplier Payment	Check	27255	9/10/2025	1,413.12	Western Metal Industry Pension Plan	
Ad Hoc Payment	Check	27256	9/10/2025	132.62	Archibald, Robert	9033 SILVER STAR AVE VANCOUVER, WA, 98664
Ad Hoc Payment	Check	27257	9/10/2025	200.18	Austyn or Jordan Cole	513 SE 103RD AVE VANCOUVER, WA, 98664
Ad Hoc Payment	Check	27258	9/10/2025	71.55	Boissoneau, Sharon	15500 NE PERRAULT DR VANCOUVER, WA, 98684
Ad Hoc Payment	Check	27259	9/10/2025	230.35	Esse, Sofiya or Ilya	15114 NE 80TH ST VANCOUVER, WA, 98682
Ad Hoc Payment	Check	27260	9/10/2025	193.90	Fleming, Arline	12901 NE 37TH ST VANCOUVER, WA, 98682
Ad Hoc Payment	Check	27261	9/10/2025	207.91	Gadbois, Eunice	410 SE 96TH AVE VANCOUVER, WA, 98664
Ad Hoc Payment	Check	27262	9/10/2025	36.54	Harder, Terri or Jeffrey	12209 NE 102ND ST VANCOUVER, WA, 98682
Ad Hoc Payment	Check	27263	9/10/2025	222.27	Hill, Micah	7317 E MILL PLAIN BLVD VANCOUVER, WA, 98664
Ad Hoc Payment	Check	27264	9/10/2025	111.66	Kruzhkov, Aleksandr	3908 NE 35TH CIR VANCOUVER, WA, 98661
Ad Hoc Payment	Check	27265	9/10/2025	173.86	Padmore, Ocleta	4232 NE 34TH WAY VANCOUVER, WA, 98661
Ad Hoc Payment	Check	27266	9/10/2025	18.58	Wendel, Margaret	1818 E 32ND ST VANCOUVER, WA, 98663
Ad Hoc Payment	Check	27267	9/10/2025	26.12	Zenith Properties NW LLC	Utility Refunds: 0103001426-02
Ad Hoc Payment	Check	27268	9/10/2025	1,153.35	Zoe or Johnathan Wolfe	10107 NE 144TH CT VANCOUVER, WA, 98682
Miscellaneous Payment	Check	27269	9/10/2025	2,873.00	Holt Group Holdings LLC	RES-370856 (jobsite: 18111 NE 17th St)
Miscellaneous Payment	Check	27270	9/10/2025	2,873.00	Holt Group Holdings LLC	RES-370858 (jobsite: 18203 NE 17th Street)
Miscellaneous Payment	Check	27271	9/10/2025	2,873.00	Holt Group Holdings LLC	RES-370859 (job site: 18201 NE 17th Street)
Miscellaneous Payment	Check	27272	9/10/2025	2,873.00	Holt Group Holdings LLC	RES-371231 (jobsite: 1504 NE 181st Ave)
Miscellaneous Payment	Check	27273	9/10/2025	2,873.00	Holt Group Holdings LLC	RES-373009 (jobsite: 1406 NE 181st Ave.)
Miscellaneous Payment	Check	27274	9/10/2025	2,873.00	Holt Group Holdings LLC	RES-373018 (jobsite: 1404 NE 181st Ave.)
Miscellaneous Payment	Check	27275	9/10/2025	2,873.00	Holt Group Holdings LLC	RES-373803 (jobsite: 1408 NE 181st Ave.)
Miscellaneous Payment	Check	27276	9/10/2025	2,873.00	Holt Group Holdings LLC	RES-374156 (jobsite: 1402 NE 181st Ave.)
Miscellaneous Payment	Check	27277	9/10/2025	2,873.00	Holt Group Holdings LLC	RES-372170 (jobsite: 1410 NE 181st Ave.)
Miscellaneous Payment	Check	27278	9/10/2025	2,873.00	Holt Group Holdings LLC	RES-370680 (jobsite: 1601 NE 180th Ave.)
Miscellaneous Payment	Check	27279	9/10/2025	2,873.00	Holt Group Holdings LLC	RES-371430 (jobsite: 1502 NE 181st Ave.)
Miscellaneous Payment	Check	27280	9/10/2025	900.48	JRT Mechanical Inc	MPE-372686 (jobsite: 6201 NW Friberg-Strunk St)

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

INVOICE PAYMENTS REPORT

<u>Category</u>	<u>Type</u>	<u>Transaction Reference</u>	<u>Date</u>	<u>Amount</u>	<u>Payee</u>	<u>Memo</u>
Miscellaneous Payment	Check	27281	9/10/2025	652.80	Kelsey Lukes	CLAIM PAYMENT - DOI: 08/04/2025 - RISK
Miscellaneous Payment	Check	27282	9/10/2025	10,000.00	Linda L. Viveiros	CLAIM PAYMENT - DOI: 01/28/2020 - RISK
Miscellaneous Payment	Check	27283	9/10/2025	151.30	Mavrick LLC	Refund parking permit no longer needed.
Miscellaneous Payment	Check	27284	9/10/2025	75,000.00	Philbrook Law in trust for Tabor Ketrenos	CLAIM PAYMENT - DOI: 11/05/2022 - RISK
Miscellaneous Payment	Check	27285	9/10/2025	25.00	Ruslan Medvedev	Refund duplicate payment to Citation #7206305855
Miscellaneous Payment	Check	27286	9/10/2025	22,957.35	Vancouver Housing Authority	Refund SDC fee payments for Lincoln Place II
Supplier Payment	Check	27287	9/10/2025	4,710.83	Afghan Associates Inc	
Supplier Payment	Check	27288	9/10/2025	74.64	Airgas, Inc	
Supplier Payment	Check	27289	9/10/2025	4,030.12	A-Line Asphalt Maintenance Inc	
Supplier Payment	Check	27290	9/10/2025	798.00	Allegheny Answering Services	
Supplier Payment	Check	27291	9/10/2025	18,004.00	Allegis Group Holdings Inc - Remit-To: TekSystems Inc - Atlanta	
Supplier Payment	Check	27292	9/10/2025	4,492.30	Arborscape Ltd Inc	
Supplier Payment	Check	27293	9/10/2025	34,386.25	Carahsoft Technology	
Supplier Payment	Check	27294	9/10/2025	2,670.00	Christopher Gordon Winnard	
Supplier Payment	Check	27295	9/10/2025	239.30	Clark County Public Utility District No. 1	
Supplier Payment	Check	27296	9/10/2025	1,396.34	Clark County Public Utility District No. 1	
Supplier Payment	Check	27297	9/10/2025	322,173.36	Clark County - Remit-To: Clark County - Treasurer Vancouver	
Supplier Payment	Check	27298	9/10/2025	118,685.00	Clary Longview LLC	
Supplier Payment	Check	27299	9/10/2025	3,916.80	Columbia Precast Products, LLC	
Supplier Payment	Check	27300	9/10/2025	5,849.21	Columbia Resource Company	
Supplier Payment	Check	27301	9/10/2025	17,670.27	Columbia Resource Company	
Supplier Payment	Check	27302	9/10/2025	674.17	Connecta Satellite Solutions LLC	
Supplier Payment	Check	27303	9/10/2025	109,430.50	Contech Engineered Solutions LLC	
Supplier Payment	Check	27304	9/10/2025	48.10	Core and Main LP - Remit-To: Core and Main LP	
Supplier Payment	Check	27305	9/10/2025	4,284.54	Cubic ITS, Inc	
Supplier Payment	Check	27306	9/10/2025	545.00	CyberSource Corporation - Remit-To: CyberSource - Los Angeles	
Supplier Payment	Check	27307	9/10/2025	462.40	Day Management Corp - Remit-To: Day Wireless - Milwaukee	
Supplier Payment	Check	27308	9/10/2025	50,000.00	Evergreen Habitat for Humanity	
Supplier Payment	Check	27309	9/10/2025	58.80	Experian Marketing Solutions - Remit-To: Experian - Los Angeles	
Supplier Payment	Check	27310	9/10/2025	577.26	Fenton Transcription, LLC	
Supplier Payment	Check	27311	9/10/2025	5,200.00	FFA Architecture and Interiors, Inc	
Supplier Payment	Check	27312	9/10/2025	12,107.60	Hispanic Metropolitan Chamber	
Supplier Payment	Check	27313	9/10/2025	3,871.10	Howmedica Osteonics Corp	
Supplier Payment	Check	27314	9/10/2025	1,468.80	Jamestown Networks	
Supplier Payment	Check	27315	9/10/2025	10,000.00	Ke Kukui Foundation	

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INVOICE PAYMENTS REPORT

<u>Category</u>	<u>Type</u>	<u>Transaction Reference</u>	<u>Date</u>	<u>Amount</u>	<u>Payee</u>	<u>Memo</u>
Supplier Payment	Check	27316	9/10/2025	14,987.20	King County Directors Association Purchasing Department	
Supplier Payment	Check	27317	9/10/2025	1,595.01	Kittelson & Associates Inc	
Supplier Payment	Check	27318	9/10/2025	49,119.89	L.N. Curtis & Sons	
Supplier Payment	Check	27319	9/10/2025	19,311.45	Lakeside Industries Inc - Remit-To: Lakeside - LB Seattle	
Supplier Payment	Check	27320	9/10/2025	517.94	Lakeyland Inc	
Supplier Payment	Check	27321	9/10/2025	134.75	Langley's Ace Inc	
Supplier Payment	Check	27322	9/10/2025	24,603.16	Locution Sytems Inc	
Supplier Payment	Check	27323	9/10/2025	775.00	Marauder Ortho LLC	
Supplier Payment	Check	27324	9/10/2025	179.52	Mark IV Enterprises Inc	
Supplier Payment	Check	27325	9/10/2025	4,608.40	Northwest Construction General Contracting Inc	
Supplier Payment	Check	27326	9/10/2025	870.91	Northwest Natural Gas Company - Remit-To: NW Natural - Portland	
Supplier Payment	Check	27327	9/10/2025	1,907.08	One Call Concepts Inc	
Supplier Payment	Check	27328	9/10/2025	264.56	Orion Medical Supply	
Supplier Payment	Check	27329	9/10/2025	3,766.45	Parkeon	
Supplier Payment	Check	27330	9/10/2025	6,660.00	Planeteria Media, LLC	
Supplier Payment	Check	27331	9/10/2025	17,743.32	PPC Solutions Inc	
Supplier Payment	Check	27332	9/10/2025	13.57	Qwest Corporation - Remit-To: CenturyLink - Phoenix	
Supplier Payment	Check	27333	9/10/2025	12,297.49	Qwest Corporation - Remit-To: Qwest Corp- Seattle	
Supplier Payment	Check	27334	9/10/2025	8,682.91	Ready Rebound, Inc.	
Supplier Payment	Check	27335	9/10/2025	61.91	San Diego Police Equipment Co Inc	
Supplier Payment	Check	27336	9/10/2025	39.93	SEA-WESTERN, INC.	
Supplier Payment	Check	27337	9/10/2025	928.22	Security Contractors Services	
Supplier Payment	Check	27338	9/10/2025	163.00	SiteCrafting Inc	
Supplier Payment	Check	27339	9/10/2025	38,499.10	Software House International SHI - Remit-To: SHI - Dallas	
Supplier Payment	Check	27340	9/10/2025	943.30	Soha Sign	
Supplier Payment	Check	27341	9/10/2025	154.00	Southwest Clean Air Agency	
Supplier Payment	Check	27342	9/10/2025	301.24	State of Washington Department of Licensing - Remit-To: Notary Public Program	
Supplier Payment	Check	27343	9/10/2025	1,743.00	State of Washington State Patrol	
Supplier Payment	Check	27344	9/10/2025	7.45	Stericycle Inc - Remit-To: Shred-It	
Supplier Payment	Check	27345	9/10/2025	6,856.08	Sunbelt Controls Inc - Remit-To: Sunbelt Controls - Pasadena	
Supplier Payment	Check	27346	9/10/2025	4,767.00	Tara Magnuson	
Supplier Payment	Check	27347	9/10/2025	2,300.00	The Columbian Publishing Co	
Supplier Payment	Check	27348	9/10/2025	14,361.60	Traffic Safety Supply Co Inc	
Supplier Payment	Check	27349	9/10/2025	190.41	Transunion Risk & Alternative Data Solutions Inc	
Supplier Payment	Check	27350	9/10/2025	400.00	Triangle Resources Inc	
Supplier Payment	Check	27351	9/10/2025	1,055.77	Triple J Enterprises, Inc.	
Supplier Payment	Check	27352	9/10/2025	191.49	UKG Kronos Systems LLC - Remit-To: Atlanta	
Supplier Payment	Check	27353	9/10/2025	6,859.67	Vector Solutions	
Supplier Payment	Check	27354	9/10/2025	102.65	Vestis Group, Inc - Remit-To: Vestis - Pasadena	
Supplier Payment	Check	27355	9/10/2025	652.80	W.B. Sprague Co. Inc.	
Supplier Payment	Check	27356	9/10/2025	2,844.31	Walter E Nelson Company	

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INVOICE PAYMENTS REPORT

<u>Category</u>	<u>Type</u>	<u>Transaction Reference</u>	<u>Date</u>	<u>Amount</u>	<u>Payee</u>	<u>Memo</u>
Supplier Payment	Check	27357	9/10/2025	1,095.00	Water Systems Consulting Inc	
Supplier Payment	Check	27358	9/10/2025	9,837.88	Wex Bank	
Supplier Payment	Check	27359	9/10/2025	3,848.91	Wolff Specialties LLC	
Supplier Payment	Check	27360	9/10/2025	1,083.69	Yakima County	
Supplier Payment	Check	27361	9/10/2025	2,282.68	Zayo Group Holding Inc - Remit-To: Zayo Group Holding Inc	
			Check	1,188,255.11		
Expense Payment	Direct Deposit	EFT-00315570	9/11/2025	243.00	Zachary Perron	Employee Reimbursement
Expense Payment	Direct Deposit	EFT-00315571	9/11/2025	136.00	Dennis Jackson	Employee Reimbursement
Expense Payment	Direct Deposit	EFT-00315572	9/11/2025	116.79	Steve Harris	Employee Reimbursement
Expense Payment	Direct Deposit	EFT-00315573	9/11/2025	80.95	James Porter	Employee Reimbursement
Expense Payment	Direct Deposit	EFT-00315574	9/11/2025	92.00	Robert Block	Employee Reimbursement
Expense Payment	Direct Deposit	EFT-00315575	9/11/2025	43.25	Jeffrey Coad	Employee Reimbursement
Expense Payment	Direct Deposit	EFT-00315576	9/11/2025	141.43	Jessica Townsell	Employee Reimbursement
Expense Payment	Direct Deposit	EFT-00315577	9/11/2025	87.00	Cody Uskoski	Employee Reimbursement
Expense Payment	Direct Deposit	EFT-00315578	9/11/2025	10.77	Luke Koistinen	Employee Reimbursement
Expense Payment	Direct Deposit	EFT-00315579	9/11/2025	35.12	Matt Hoover	Employee Reimbursement
Cash Advance Payment	Direct Deposit	EFT-00315580	9/11/2025	215.00	Clayton Agbisit	Travel Advance
Cash Advance Payment	Direct Deposit	EFT-00315581	9/11/2025	215.00	Bennie Romiti	Travel Advance
Cash Advance Payment	Direct Deposit	EFT-00315582	9/11/2025	442.00	Brandon Riedel	Travel Advance
Cash Advance Payment	Direct Deposit	EFT-00315583	9/11/2025	298.00	Nichol Danielson	Travel Advance
Cash Advance Payment	Direct Deposit	EFT-00315584	9/11/2025	109.00	LeAnn Cone	Travel Advance
Cash Advance Payment	Direct Deposit	EFT-00315585	9/11/2025	298.00	Brendan McMillan	Travel Advance
Cash Advance Payment	Direct Deposit	EFT-00315586	9/11/2025	198.00	Sean Dumas	Travel Advance
Cash Advance Payment	Direct Deposit	EFT-00315587	9/11/2025	336.49	Brandon Lore	Travel Advance
			Direct Deposit	3,097.80		
Supplier Payment	EFT	EFT-00315565	9/10/2025	1,293.36	Vancouver Command Guild	
Supplier Payment	EFT	EFT-00315566	9/10/2025	33,232.23	IAFF Local #452	
Supplier Payment	EFT	EFT-00315567	9/10/2025	156.41	Legal Shield	
Supplier Payment	EFT	EFT-00315568	9/10/2025	20,098.75	Allegiance Benefit Plan Management Inc (COBRA)	
Supplier Payment	EFT	EFT-00315569	9/10/2025	12,128.68	Vancouver Police Officer Guild	
Supplier Payment	EFT	EFT-00315588	9/11/2025	1,591.68	Epic Land Solutions, Inc.	
Supplier Payment	EFT	EFT-00315589	9/11/2025	39,077.50	Sarkinen Plumbing, Inc.	
Supplier Payment	EFT	EFT-00315590	9/11/2025	8,235.23	Bound Tree Medical LLC	
Supplier Payment	EFT	EFT-00315591	9/11/2025	1,014,192.01	Midway Underground LLC	
Supplier Payment	EFT	EFT-00315592	9/11/2025	6,564.94	Consort North America Inc	
Supplier Payment	EFT	EFT-00315593	9/11/2025	24,748.46	YWCA Clark County	
Supplier Payment	EFT	EFT-00315594	9/11/2025	3,800.00	Courtney R. Mendoza	
Supplier Payment	EFT	EFT-00315595	9/11/2025	158,660.45	Jeffrey D. Barrar, PS	
Supplier Payment	EFT	EFT-00315596	9/11/2025	13,354.85	Otak Inc	
Supplier Payment	EFT	EFT-00315597	9/11/2025	7,000.00	Be Accessible Inc	
Supplier Payment	EFT	EFT-00315598	9/11/2025	1,351,427.67	Nutter Corporation	
Supplier Payment	EFT	EFT-00315599	9/11/2025	18,892.46	Halme Excavating Inc	

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INVOICE PAYMENTS REPORT

<u>Category</u>	<u>Type</u>	<u>Transaction Reference</u>	<u>Date</u>	<u>Amount</u>	<u>Payee</u>	<u>Memo</u>
Supplier Payment	EFT	EFT-00315600	9/11/2025	31,994.01	PBS Engineering and Environmental Inc	
Supplier Payment	EFT	EFT-00315601	9/11/2025	451.00	KFPro, Inc	
Supplier Payment	EFT	EFT-00315602	9/11/2025	3,234.03	Retail Lockbox Inc	
Supplier Payment	EFT	EFT-00315603	9/11/2025	1,324.53	Continuant, Inc.	
Supplier Payment	EFT	EFT-00315604	9/11/2025	11,877.08	Nelson Nygaard Consulting Associates Inc	
Supplier Payment	EFT	EFT-00315605	9/11/2025	1,577.22	Pitney Bowes Inc	
Supplier Payment	EFT	EFT-00315606	9/11/2025	2,327.64	Oksana Nazaruk	
Supplier Payment	EFT	EFT-00315607	9/11/2025	2,090.49	Branlo Enterprises, LLC	
Supplier Payment	EFT	EFT-00315608	9/11/2025	23,046.39	Work Right NW	
Supplier Payment	EFT	EFT-00315609	9/11/2025	119,992.00	United Site Services of Nevada, Inc.	
Supplier Payment	EFT	EFT-00315610	9/11/2025	56,909.89	Share	
Supplier Payment	EFT	EFT-00315611	9/11/2025	41,957.25	Sierra Transportation & Technologies, LLC	
Supplier Payment	EFT	EFT-00315612	9/11/2025	4,850.63	Northwest Staffing Resources Inc - Remit-To: Northwest Staffing Resources	
Supplier Payment	EFT	EFT-00315613	9/11/2025	52,939.51	AramSCO	
Supplier Payment	EFT	EFT-00315614	9/11/2025	4,311.64	Wesco Distribution Inc.	
Supplier Payment	EFT	EFT-00315615	9/11/2025	527,672.37	TCF Architecture, PLLC	
Supplier Payment	EFT	EFT-00315616	9/11/2025	8,156.48	Council for the Homeless	
Supplier Payment	EFT	EFT-00315617	9/11/2025	4,860.77	Waxie's Enterprises Inc	
Supplier Payment	EFT	EFT-00315618	9/11/2025	3,000.00	Everyday Maintenance and Custodial Services	
Supplier Payment	EFT	EFT-00315619	9/11/2025	16,618.53	Wilson Oil Inc. - Remit-To: Wilson Oil Inc	
Supplier Payment	EFT	EFT-00315620	9/11/2025	290.00	Walker Consultants, Inc	
Supplier Payment	EFT	EFT-00315621	9/11/2025	544.00	George Elevator Service LLC	
Supplier Payment	EFT	EFT-00315622	9/11/2025	220.50	Terracon Consultants Inc - Remit-To: Terracon Consultants Inc	
Supplier Payment	EFT	EFT-00315623	9/11/2025	2,205.00	Brad Piesch Aggressive Enterprises, Inc	
Supplier Payment	EFT	EFT-00315624	9/11/2025	734.40	Next Generation Electric LLC	
Supplier Payment	EFT	EFT-00315625	9/11/2025	51,133.97	Live Love Outreach	
Supplier Payment	EFT	EFT-00315626	9/11/2025	500.00	National Women's Coalition Against Violence & Exploitation	
Supplier Payment	EFT	EFT-00315627	9/11/2025	2,718.91	RELX Inc. - Remit-To: LexisNexis - Chicago	
Supplier Payment	EFT	EFT-00315628	9/11/2025	34,256.40	Meterreaders LLC	
Supplier Payment	EFT	EFT-00315629	9/11/2025	2,210.00	Rotschy Inc	
Supplier Payment	EFT	EFT-00315630	9/11/2025	144,883.06	Del Sol Inc	
Supplier Payment	EFT	EFT-00315631	9/11/2025	6,831.50	Tierra Right of Way Services LTD	
Supplier Payment	EFT	EFT-00315632	9/11/2025	2,640.00	Atlas Technical Consultants LLC	
Supplier Payment	EFT	EFT-00315633	9/11/2025	3,300.00	Clarity Consulting Partners, LLC	
Supplier Payment	EFT	EFT-00315634	9/11/2025	56,303.63	Halbert Construction Services LLC	
Supplier Payment	EFT	EFT-00315635	9/11/2025	13,730.50	Rapid Response Bio Clean Inc.	
Supplier Payment	EFT	EFT-00315636	9/11/2025	4,675.00	JCI Jones Chemicals, Inc.	
Supplier Payment	EFT	EFT-00315637	9/11/2025	13,394.37	Lasko Printing Specialties Inc	
Supplier Payment	EFT	EFT-00315638	9/11/2025	5,493.36	Wapiti NW LLC	
Supplier Payment	EFT	EFT-00315639	9/11/2025	977.79	CoStar Reality Information Inc.	
Supplier Payment	EFT	EFT-00315640	9/11/2025	15,200.00	Andrews Terry Jeffers LLP	
Supplier Payment	EFT	EFT-00315641	9/11/2025	814.40	Foundry Construction LLC	
Supplier Payment	EFT	EFT-00315642	9/11/2025	6,000.00	The Arts Centered	
Supplier Payment	EFT	EFT-00315643	9/11/2025	3,599.70	Wager Audio Inc	

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INVOICE PAYMENTS REPORT

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Supplier Payment	EFT	EFT-00315644	9/11/2025	8,374.85	Distinctive Landscape LLC	
Supplier Payment	EFT	EFT-00315645	9/11/2025	475.00	NCC Group Software Resilience (NA) LLC	
Supplier Payment	EFT	EFT-00315646	9/11/2025	95.00	PC Specialists Inc - Remit-To: TIG - San Diego	
Supplier Payment	EFT	EFT-00315647	9/11/2025	95.00	PC Specialists Inc - Remit-To: TIG - San Diego	
Supplier Payment	EFT	EFT-00315648	9/11/2025	5,721.42	PC Specialists Inc - Remit-To: TIG - San Diego	
Supplier Payment	EFT	EFT-00315649	9/11/2025	734.40	PC Specialists Inc - Remit-To: TIG - San Diego	
Supplier Payment	EFT	EFT-00315650	9/11/2025	95.00	T2 Systems Inc - Remit-To: T2- Atlanta	
Supplier Payment	EFT	EFT-00315651	9/11/2025	1,207,614.61	West 6th VWG LLLP	
Supplier Payment	EFT	EFT-00315652	9/11/2025	11,976.94	Fire Systems West	
Supplier Payment	EFT	EFT-00315653	9/11/2025	7,318.04	Tapani Inc	
Supplier Payment	EFT	EFT-00315654	9/11/2025	225.00	Amy Lynn Roark	
Supplier Payment	EFT	EFT-00315655	9/11/2025	673.27	HDR Engineering, Inc	
Supplier Payment	EFT	EFT-00315656	9/11/2025	181.15	Harry's Key Service Inc	
Supplier Payment	EFT	EFT-00315657	9/11/2025	149,465.98	Brown and Caldwell - Remit-To: Brown & Caldwell - San Francisco	
Supplier Payment	EFT	EFT-00315658	9/11/2025	515,423.99	Colf Construction LLC	
			EFT	5,914,772.28		
Supplier Payment	Manual Wire		9/8/2025	1,832.98	United States Postal Service	
Supplier Payment	Manual Wire		9/8/2025	143.72	Keybank National Association	
Supplier Payment	Manual Wire		9/8/2025	258.59	Allegiance Benefit Plan Management Inc (COBRA) - Remit-To: COBRA	
Supplier Payment	Manual Wire		9/10/2025	67,141.91	State of Washington Department of Retirement Systems (DRS)	
Supplier Payment	Manual Wire		9/10/2025	7,236.54	Western States Health & Welfare Trust	
Supplier Payment	Manual Wire		9/10/2025	33,616.46	Vancouver Firefighters Union Health & Welfare Trust	
Supplier Payment	Manual Wire		9/10/2025	339,103.75	International City Management Association Retirement Corporation	
Supplier Payment	Manual Wire		9/10/2025	586.00	Oregon SDU	
Supplier Payment	Manual Wire		9/10/2025	82,357.87	Washington State Firefighters	
Supplier Payment	Manual Wire		9/10/2025	5,194.18	Washington SDU	
Supplier Payment	Manual Wire		9/11/2025	46,672.38	Clark County - Remit-To: Clark County - Treasurer Vancouver	
Supplier Payment	Manual Wire		9/11/2025	1,378,212.59	Internal Revenue Service	
Supplier Payment	Manual Wire		9/11/2025	189.00	Colorado Department of Revenue	
Supplier Payment	Manual Wire		9/11/2025	100,000.00	First American Title Ins Co	
Supplier Payment	Manual Wire		9/11/2025	309,736.25	Blue Cross Blue Shield of Oregon	
Supplier Payment	Manual Wire		9/11/2025	20,945.87	Washington Dental Service	
Supplier Payment	Manual Wire		9/11/2025	28,982.15	Liberty Mutual Group Inc.	
Supplier Payment	Manual Wire		9/11/2025	250,000.00	First American Title Ins Co	
Supplier Payment	Manual Wire		9/12/2025	15,808.24	Bank Of America N.A. - Remit-To: Charlotte NC	
			Manual Wire	2,688,018.48		
			Checks	1,188,255.11		
			Direct Deposit	3,097.80		
			EFT	5,914,772.28		

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INVOICE PAYMENTS REPORT

<u>Category</u>	<u>Type</u>	<u>Transaction Reference</u>	<u>Date</u>	<u>Amount</u>	<u>Payee</u>	<u>Memo</u>
			9/15/2025	14,044.24	City Payments	Posted 09-08-25 to 09-14-25
			Hansen Total	14,044.24		
			9/15/2025	1,100.42	Miscellaneous	Parks Class Refunds FCC 09-08-25 to 09-14-25
			9/15/2025	1,056.57	Miscellaneous	Parks Class Refunds MCC 09-08-25 to 09-14-25
			9/15/2025	128.50	Miscellaneous	Parks Class Refunds Special Events 09-08-25 to 09-14-25
			VISA Total	2,285.49		
			Payroll Total	4,435,512.62		
			GRAND TOTAL	14,245,986.02		

City of Vancouver
Payroll Council Report
September 08, 2025 - September 14, 2025

Check No.	Date	Explanation	Amount
3025 - 3046	09/10/25	September 09 Payroll	\$ 10,549.60
313613 - 315564	09/10/25	September 09 Direct Deposits	\$ 4,423,985.80
315734	09/11/25	NACHA return	\$ 977.22

\$ 4,435,512.62

AN ORDINANCE in the public interest relating to construction for the public use of streets, sidewalks, and related improvements; declaring the public necessity for and providing for the acquisition by the City of Vancouver by eminent domain of real property located in the City limits on the northwest corner of the intersection of SE 176th Avenue and SE 29th Street; taking final action to authorize condemnation of the Property; authorizing the City Attorney to prosecute eminent domain proceedings and to negotiate a resolution if possible to mitigate damages; providing for payment of just compensation in exchange for the Property; and providing for an immediate effective date.

Staff Report: 190-25

To: Mayor and City Council
From: City Manager
Date: September 22, 2025

Subject

Proposed Condemnation Ordinance - Assessor's Parcel No. 92002-464

Key Points

- The City is collaborating with the developers of the Vancouver Innovation Center (VIC), a master planned development located adjacent to SE 34th Street and SE 176th Avenue.
- The development will feature a network of multimodal transportation projects, including the construction of a single-lane roundabout at the intersection of SE 29th Street and SE 176th Avenue. The roundabout requires acquisition of a portion of land and property rights from the parcel located at the northwest corner of that intersection.
- The City negotiated with the property owner, but no agreement was reached. It is not possible to construct the roundabout without this property.
- The future roundabout at SE 176th Ave. and SE 29th St. represents a public use, fulfilling the public purpose of transportation infrastructure, and acquisition of the subject property is necessary for its construction.

Strategic Plan Alignment

Transportation and Mobility – a safe, future-ready and convenient transportation system

Economic Opportunity – a place where a wide variety of businesses of all sizes grow and thrive

Housing and Human Needs – meeting basic needs and partnering with organizations to support the community

Vibrant and Distinct Neighborhoods – a variety of accessible places and spaces

Safe and Prepared Community – a safe place to live, work, learn and play

Present Situation

The City is collaborating with the developers of the Vancouver Innovation Center, a 160-acre mixed-use master planned development located adjacent to SE 34th Street and SE 176th Avenue within the

Fisher's Landing East neighborhood. The development will feature a network of public multimodal transportation improvements, including the construction of SE 29th Street between SE 176th Avenue and SE 192nd Avenue. Construction of the west leg of SE 29th Street includes placement of a single-lane roundabout at the intersection of SE 29th Street and SE 176th Avenue. The roundabout requires the acquisition of 4,529 square feet of a portion of land and property rights from the parcel located in the northwest corner of that intersection (Assessor's Parcel No. 92002-464). The parcel is owned by Towncenter Residential Association, a homeowner's association comprised of the parcel owners within the Firs at Towncenter subdivision (HOA).

On December 18, 2023, the City issued an offer in the amount of \$24,500 to the HOA based on a certified appraisal. This formal offer was followed by many additional discussions between the parties from late 2023 through mid-2025 that did not ultimately result in an acquisition agreement. Because the parties have been unable to reach an agreement, staff recommend that the City Council adopt this proposed ordinance, so the City can finalize the right-of-way acquisition process and then construct the roundabout project. If the City Council adopts this proposed ordinance, staff will still pursue an agreed resolution for acquisition of the property, with or without litigation.

Advantage(s)

Adoption of the proposed condemnation ordinance would allow the City to exercise its statutory eminent domain authority and proceed with a condemnation action to obtain a court order for the City to purchase the property necessary for right-of-way and advance the public transportation infrastructure project to construction, thus ensuring predictability for the roundabout project.

Challenge(s)

The proposed condemnation ordinance authorizes the City to file a civil suit and engage in legal action for property acquisition. The outcome of any legal action cannot be predicted with certainty.

Budget Impact

The fair market appraised value of the property is \$24,500. The City offered this as the purchase price. In the event an eminent domain action is filed in court, there will be additional costs related to legal representation and minimal court filing and publishing fees, the value of which is included in the project budget.

Prior Council Review

September 15, 2025 - Consent Agenda

Action Requested

On Monday, September 22, 2025, upon second reading and a public hearing, finalize and approve the ordinance, authorizing the use of statutory condemnation powers relating to Assessor's Parcel No. 92002-464, and authorize the City Attorney to initiate eminent domain proceedings in compliance with the proposed Ordinance.

Staff Contact

Ryan Lopossa, Streets and Transportation Manager, Cary Driskell, Assistant City Attorney, ryan.lopossa@cityofvancouver.us, cary.driskell@cityofvancouver.us

Attachments:

1. Ordinance
2. Exhibit 1 - Legal Description Towncenter Residential Association condemnation
3. Exhibit 2 - Map of Towncenter Residential Association condemnation area

4. Presentation

09/15/25 (Date of First Reading)
09/22/25 (Date of Public Hearing)

ORDINANCE NO. _____

AN ORDINANCE in the public interest relating to construction for the public use of streets, sidewalks, and related improvements; declaring the public necessity for and providing for the acquisition by the City of Vancouver by eminent domain of real property located in the City limits on the northwest corner of the intersection of SE 176th Avenue and SE 29th Street; taking final action to authorize condemnation of the Property; authorizing the City Attorney to prosecute eminent domain proceedings and to negotiate a resolution if possible to mitigate damages; providing for payment of just compensation in exchange for the Property; and providing for an immediate effective date.

WHEREAS, the City of Vancouver, Washington (City) is a municipal corporation and first-class city of the State of Washington, organized and existing under and by virtue of the Constitution and the laws of the State of Washington; and

WHEREAS, pursuant to the Washington State Constitution (Article 1, Section 16) and chapter 8.12 RCW, the City is authorized to acquire private property necessary for public use pursuant to due process requirements and payment of just compensation, a process commonly referred to as eminent domain and performed through condemnation actions; and

WHEREAS, pursuant to RCW 35.22.280(6), the City is authorized to “...purchase or appropriate private property within or without its corporate limits, for its corporate uses, upon making just compensation to the owners thereof, and to institute and maintain such proceedings as may be authorized by the general laws of the state for the appropriation of private property for public use;” and

WHEREAS, the City is party to a development agreement with S-E, Inc. and The VIC

Building Owner LLC regarding development of the Vancouver Innovation Center (VIC DA), which includes construction and operation of a roundabout at the intersection of SE 176th Avenue and SE 29th Street (Project) to accommodate existing traffic demands, as well as anticipated additional traffic demands resulting from the planned development of undeveloped land in the VIC; and

WHEREAS, a goal of the Project is to improve and upgrade this intersection with the new roundabout, appropriate traffic control devices, sidewalks, new landscaping and irrigation improvements, and stormwater improvements; and

WHEREAS, the Project will improve the City's road system to better serve public health, safety, and welfare, and to provide safety benefits for both motorized and non-motorized traveling members of the public; and

WHEREAS, the Project meets goals in the City's Six-Year Transportation Improvement Plan (TIP), benefits the transportation system, and promotes public safety and efficient vehicle movement; and

WHEREAS, Kittlesen & Associates, Inc. (Kittlesen) performed a traffic analysis of the existing intersection and determined that intersection improvements are required to accommodate increased traffic counts resulting from additional land development at the VIC. Kittlesen further determined that a roundabout at this intersection would better meet the City's traffic flow needs than a stop-controlled intersection; and

WHEREAS, the actions by the City Council stated above are consistent with state law and the City's Comprehensive Plan; and

WHEREAS, the City Council finds that the public health, safety, necessity, and convenience demand that the project be undertaken at this time and that it is necessary for the City to acquire the real property interest in the Property; and

ORDINANCE - 2

WHEREAS, the record owner of the Property is Towncenter Residential Association, Clark County Assessor Parcel Number is 92002522 as indicated on the Clark County Assessor's tax rolls, and the mailing address is 16701 SE McGillivray Boulevard, Vancouver, WA 98683; and

WHEREAS, the specific property necessary for the Project is depicted in the attached Exhibit 2; and

WHEREAS, the City Council finds it necessary and in the best interests of the public that the Property be condemned, appropriated, and taken for public use subject to paying just compensation to the owner in the manner provided by law; and

WHEREAS, the City had the Property appraised by an MAI certified appraiser, the City based its compensation package and land valuation offer on that appraisal in the amount of \$24,500, and negotiated in good faith with the record owner; and

WHEREAS, the record owner has to date refused to sell the Property in conjunction with the terms offered by the City; and

WHEREAS, notice of this planned final action was provided pursuant to RCW 8.12.005 and RCW 8.25.290.

NOW, THEREFORE,

BE IT ORDAINED BY THE CITY OF VANCOUVER:

Section 1. Public Use and Necessity. The real property is located at the northwest corner of SE 176th Avenue and SE 29th Street, is owned by the Towncenter Residential Association (Owner), is currently used as common area for the Towncenter subdivision, and is within Vancouver's city limits in Clark County, Washington. The real property is legally described in the attached Exhibit 1 (Property), Clark County Assessor's parcel number 92002522, is mapped in the attached Exhibit 2, and is necessary for construction of the SE 176th Avenue/SE 29th Street Roundabout Project (Project).

ORDINANCE - 3

The City finds that construction of the Project is a public use, specifically including: 1) the addition of a roundabout intersection with appropriate traffic control devices; 2) sidewalk and ADA accessible improvements; 3) new landscaping and irrigation improvements; and 4) improved stormwater facilities. The City Council specifically finds that construction of the Project is necessary and in the best interest of the citizens of the City.

Section 2. Funding. All just compensation, fees, and costs associated with the acquisition by settlement or eminent domain proceedings of the Property shall be paid from the City's Transportation Project fund and, if this fund were insufficient from the City's general fund or other funds then available, that the City may acquire for transportation capital project purposes. The City Attorney or designee (City Attorney) is authorized to continue negotiations with and make offers to the Owner of the Property for the purposes of making or paying just compensation and to approve the payment of just compensation as negotiated with the Owner or as ordered by the Court.

Section 3. Eminent Domain. In the absence of a negotiated purchase with the Owner of the Property, the City Attorney is authorized to commence condemnation proceedings to acquire the Property, to determine and pay just compensation, including paying into the Clark County Superior Court registry or special account for the benefit of the owner or owners if by condemnation, and to take any other steps necessary to complete acquisition of the Property. In doing so, the City Attorney is authorized to adjust the extent of the Property and property interests acquired to facilitate implementation of this Ordinance so long as any adjustment is consistent with the Project, including addition, deletion, or changes to the character of the acquisition that the City determines necessary for completion of the Project, is negotiated with the Owner, or is deemed necessary for City purposes. Nothing in this Ordinance limits the City in its identification and acquisition of the Property and property rights necessary for these purposes. The City reserves the right to acquire other or different

ORDINANCE - 4

properties in support of the Project. The City Attorney is further authorized to approve and enter into any agreement, stipulation, and order necessary to carry out the provisions of this Ordinance.

Section 4. Rejection of Offer. City Council has been advised that an offer of \$24,500 is determined to be fair value to be paid to Owner for the Property for City purposes, that amount was offered December 18, 2023 to Owner for the Property for public purposes, and Owner has manifested rejection of this offer.

Section 5. Severability. If any section, sentence, clause, or phrase of this Ordinance should be held invalid or unconstitutional by a court of competent jurisdiction, such invalidity or unconstitutionality shall not affect the validity or constitutionality of any other section, sentence, clause, or phrase of this Ordinance.

Section 6. Effective Date. This Ordinance shall become effective five days after final passage.
DATE OF FINAL PASSAGE by the Vancouver City Council: September _____, 2025.
SIGNED this _____ day of September, 2025.

Anne McEnery-Ogle, Mayor

Attest:

Natasha Ramras, City Clerk

Approved as to form:

Nena Cook, City Attorney

SUMMARY

ORDINANCE NO. _____

AN ORDINANCE in the public interest relating to construction for the public use of transportation and streets and sidewalks; declaring the public necessity for and providing for the acquisition by the City of Vancouver by negotiated settlement or by eminent domain of certain property, located at the northwest intersection of SE 176th Avenue and SE 29th Street and legally described in the Ordinance, which is required to construct public street improvements and related facilities within the City of Vancouver, Washington; taking final action to authorize condemnation of such property; authorizing the City Attorney to prosecute eminent domain proceedings and to stipulate in mitigation of damages; providing for payment of just compensation in exchange for such property; and providing for an effective date.

The full text of this ordinance will be mailed upon request. Contact public records staff at (360) 487-8480, citypdr@cityofvancouver.us, or via [Public Records Request -The City of Vancouver, WA](#).

EXHIBIT "A"
EXISTING LEGAL DESCRIPTION
APN: 92002464

CITY OF VANCOUVER, CLARK COUNTY, WASHINGTON

TRACT "A", THE FIRS AT TOWNCENTER PHASE 1, ACCORDING TO THE PLAT THEREOF, RECORDED IN VOLUME H OF PLATS, AT PAGE 900, RECORDS OF CLARK COUNTY WASHINGTON.



9/27/2023

EXHIBIT "B"
RIGHT-OF-WAY ACQUISITION
LEGAL DESCRIPTION
CITY OF VANCOUVER, CLARK COUNTY, WASHINGTON

REAL PROPERTY SITUATED IN TRACT "A", THE FIRS AT TOWNCENTER PHASE 1, ACCORDING TO THE PLAT THEREOF, RECORDED IN VOLUME H OF PLATS, AT PAGE 900, RECORDS OF CLARK COUNTY WASHINGTON, LYING IN THE SOUTHWEST QUARTER OF THE NORTHWEST QUARTER OF SECTION 6, TOWNSHIP 1 NORTH, RANGE 3 EAST OF THE WILLAMETTE MERIDIAN, DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHWEST CORNER OF LOT 15 OF SAID PLAT;

THENCE SOUTH 89°09'34" EAST 59.13 FEET TO THE SOUTHERN MOST SOUTHEAST CORNER OF LOT 15 OF SAID PLAT; THENCE NORTH 43°42'17" EAST 111.43 FEET TO THE SOUTHERN MOST CORNER OF LOT 17 OF SAID PLAT; THENCE NORTH 01°24'13" EAST 89.49 FEET TO THE NORTHEAST CORNER OF LOT 17 OF SAID PLAT;

THENCE SOUTH 88°35'47" EAST 5.00 FEET TO A POINT ON THE WESTERLY RIGHT-OF-WAY LINE OF SE 176TH AVENUE, SAID WESTERLY RIGHT-OF-WAY LINE BEING 30.00 FEET WEST OF, WHEN MEASURED AT RIGHT ANGLES TO, THE CENTERLINE OF SAID SE 176TH AVENUE;

THENCE SOUTH 01°24'13" WEST ALONG SAID WESTERLY RIGHT-OF-WAY LINE 156.31 FEET TO A 20.00 FOOT RADIUS CURVE TO THE RIGHT;

THENCE ALONG SAID 20.00 FOOT RADIUS CURVE TO THE RIGHT AND ALONG SAID WESTERLY RIGHT-OF-WAY LINE, THROUGH A CENTRAL ANGLE OF 89°26'13", AN ARC DISTANCE OF 31.22 FEET TO A POINT ON THE NORTHERLY RIGHT-OF-WAY LINE OF SE 29TH STREET, SAID NORTHERLY RIGHT-OF-WAY LINE BEING 30.00 FEET NORTHERLY OF, WHEN MEASURED AT RIGHT ANGLES TO, THE CENTERLINE OF SAID SE 29TH STREET;

THENCE NORTH 89°09'34" WEST ALONG SAID NORTHERLY RIGHT-OF-WAY LINE 119.27 FEET;

THENCE LEAVING SAID NORTHERLY RIGHT-OF-WAY LINE, NORTH 00°50'26" EAST 5.00 FEET TO THE **POINT OF BEGINNING.**

CONTAINING 4,529 SQUARE FEET, MORE OR LESS.

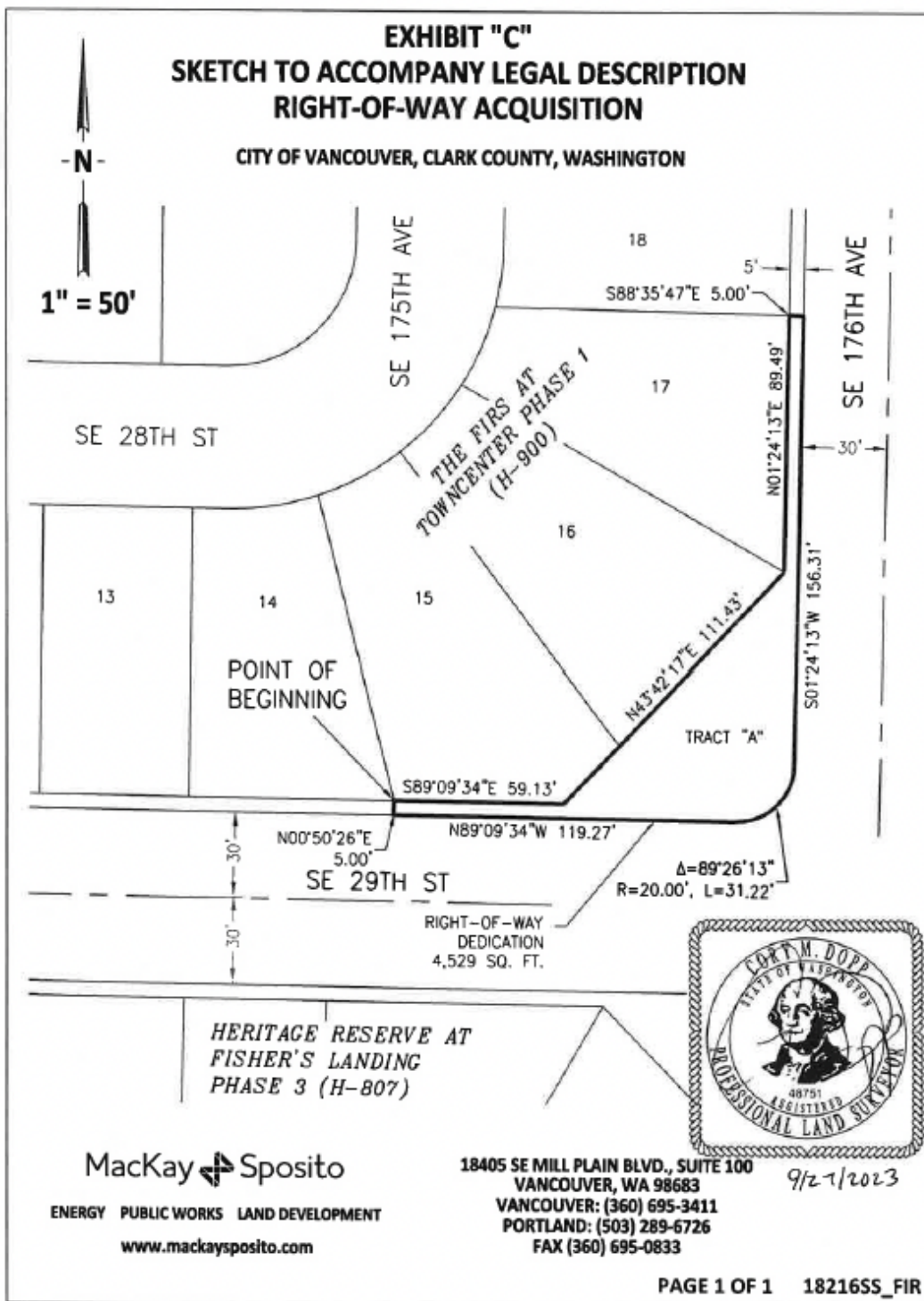
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9/27/2023

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Parcel No. 092002-464



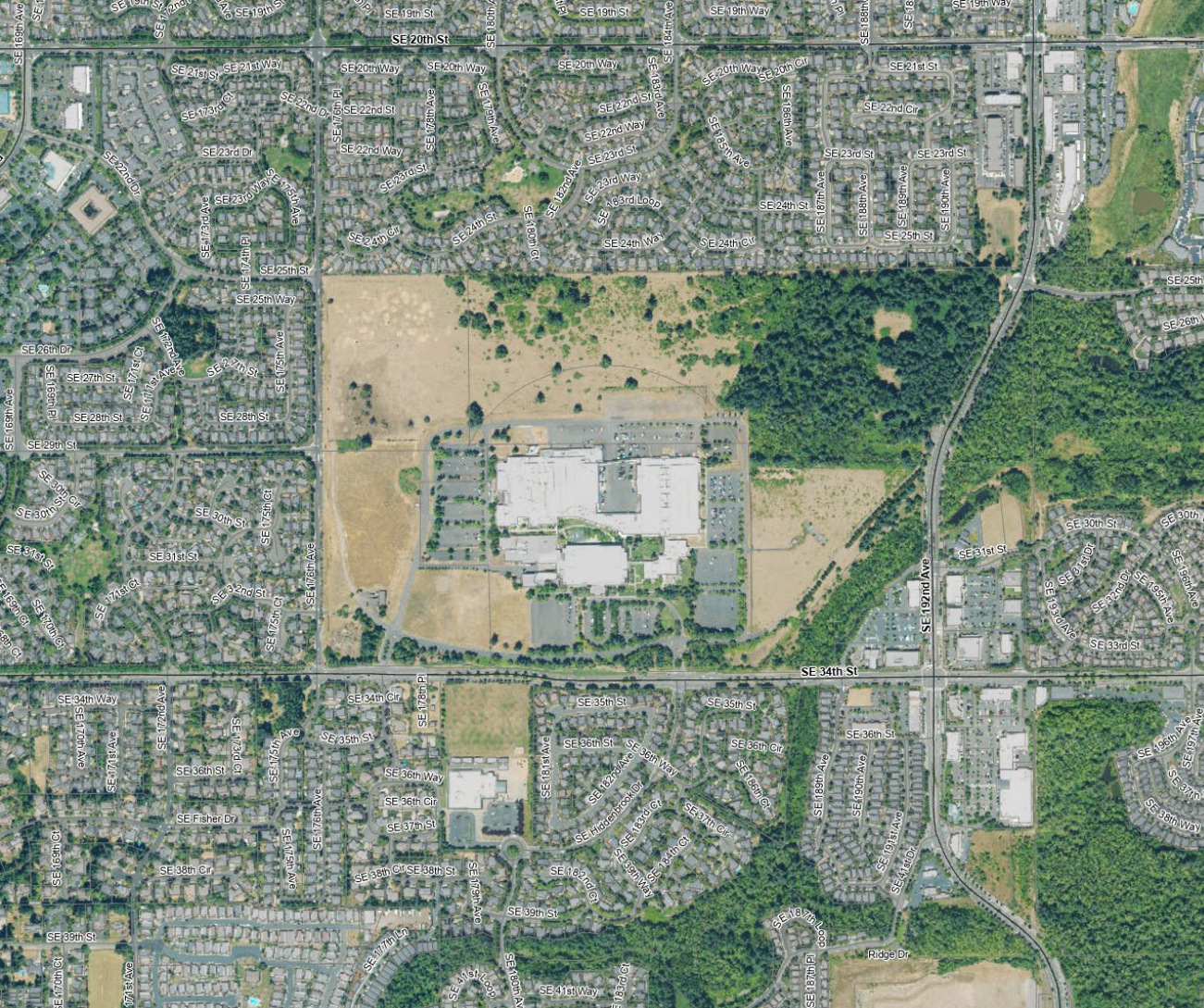


Condemnation Ordinance SE 176th Avenue/SE 29th Street Roundabout

City Council Public Hearing
September 22, 2025

Ryan Lopossa
Transportation Manager
Public Works

Cary Driskell
Assistant City Attorney
City Attorney's Office



Agenda

- Background
- Process to Date
- Next Steps
- Questions/Discussion





Background

- Vancouver Innovation Center
- Development Agreement



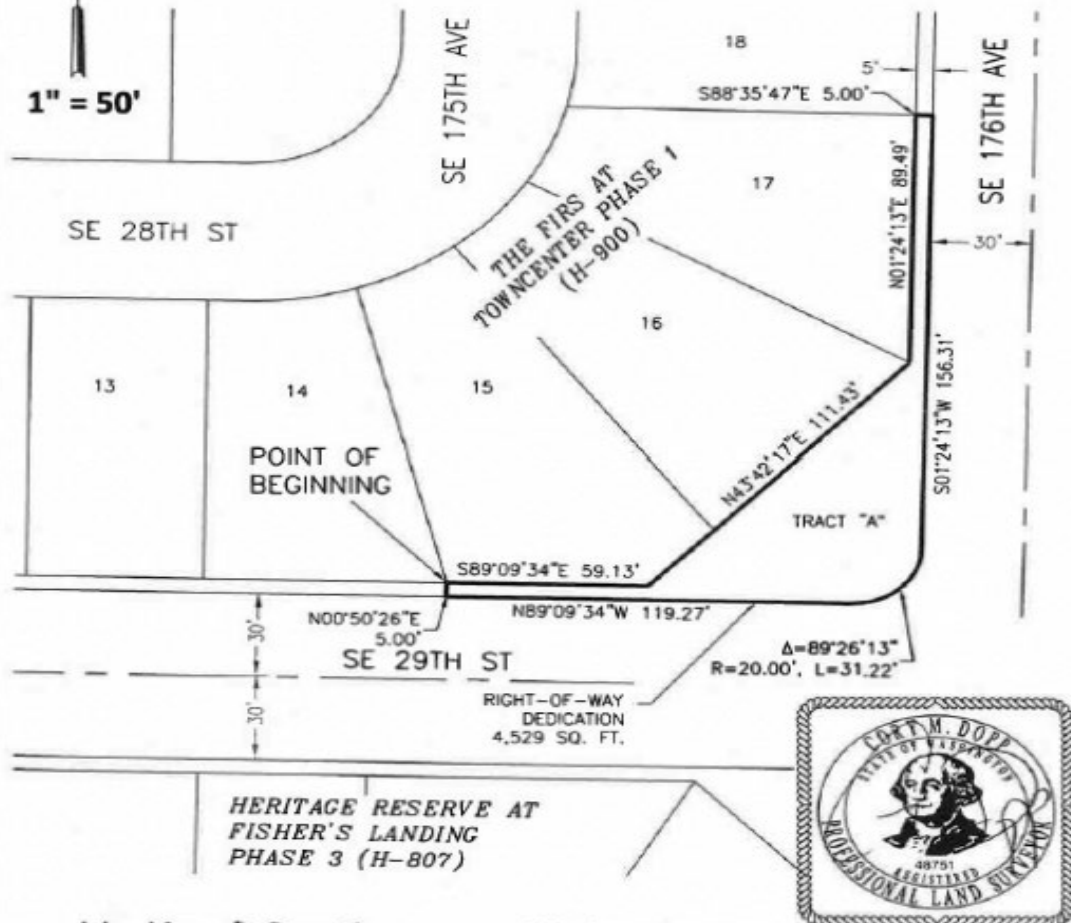
Process to Date

- Vancouver Innovation Center
- Property Valuation – 4,529 SF
- Administrative Offer - \$24,500

EXHIBIT "C"**SKETCH TO ACCOMPANY LEGAL DESCRIPTION
RIGHT-OF-WAY ACQUISITION**

CITY OF VANCOUVER, CLARK COUNTY, WASHINGTON

1" = 50'



MacKay Sposito

ENERGY PUBLIC WORKS LAND DEVELOPMENT

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PORTLAND: (503) 289-6726
FAX (360) 695-0833

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Next Steps

- Approval of Condemnation Ordinance
- Consultation with HOA Attorney
- Continue Negotiations
- Approval of Settlement Offer





Questions/Discussion



Homelessness Emergency Situation Report

Incident Name: Homelessness Emergency

Incident Commander: Aaron Lande

Operational Period: August 2025

Situation Report # 22

New Emergency Orders

None. The list of existing emergency orders can be found on the City's [Homelessness Emergency Declaration](#) page.

Emergency Response

- We have lost 23 people since December 2024 Homeless Memorial
 - 4 in the month of August
- Vancouver Fire data: Reporting quarterly – next update in October for 2nd quarter.
- Vancouver Police data:

Police Events and Time on Events with Unsheltered Homelessness Involvement

	August 2025	Year to Date
# of Events* (percentage of all events)	967 (10.0%)	7,783 (10.1%)
Hours spent on events** (percentage of all police event hours)	1,811.0 (16.2%)	15,800.5 (17.7%)

*Total number of events officers indicated were related to unsheltered homelessness in the month of August and year to date (YTD), as well as the percentage of all events relative to all police events in August and YTD.

**Total number of officer hours spent on events officers indicated were related to unsheltered homelessness in the month of August and year to date (YTD), as well as the percentage of time spent on these events relative to all events in August and YTD.

HART Activities

- HART conducted clean-ups at the following locations:
 - Area around W 11th, 12th, 13th, and Jefferson, King, Lincoln streets
 - Marine Park and nearby wetlands area
 - Several smaller sites addressed by HART's rapid response crew
 - Regular coordination with WSDOT for outreach and cleanup on their properties along the freeway system in the City of Vancouver

HART Encampment Cleanups and Solid Waste Removal

Type of Operation	Tons Removed
Coordinated health & sanitation encampment cleanups	13.29
HART Encampment Response Coordinator – rapid response crew	9.93
Year-to-date	214.37

- Responded to 101 My Vancouver app submissions in August; YTD: 819
- Handed out 43 naloxone kits and provided awareness on overdose response to 18 individuals through our partnership with WA State Dept. of Health's Opioid Education and Naloxone Distribution (OEND) Program.
 - 1 overdose was reversed by HART using these naloxone kits in August
 - OEND supports access to naloxone for people who are likely to experience or witness an opioid overdose by providing free naloxone to organizations and community groups for distribution to clients and community members.
- Beginning talks with Vancouver Fire/EMS around partnering with HART in the field on client engagement

Community Engagement

- HART participated at the Open House Ministries Annual Block Party where we provided information to attendees, including people experiencing homelessness and other service providers, on the City of Vancouver's Homelessness Response (HART, Safe Stays, Safe Park, upcoming bridge shelter, Community Court partnership). We were also able to connect with former clients who have moved through parts of our system.
- Met with a representative from the City of Baton Rouge, LA who is in the early stages of developing resources in their city, like HART and our Safe Stay Communities
- Attended Saint Paul's Lutheran Church "Blessing of the Socks" and distribution of several thousand pairs of socks donated by Bombas
- Connected Sakura 39ers with the VPD Chief's Diversity Advisory Team (CDAT) who sought Chuukese community representation on the CDAT
- Presented about the HART program and services to the monthly Southwest WA Trueblood collaboration Taskforce & Providers meeting

Safe Stays/Safe Park

- The Outpost:
 - 2 residents transitioned into housing.
 - 1 resident successfully completed detox and mental health stability, which is huge progress in their recovery journey.
 - Staff noted challenges that highlight the need for additional engagement and retention strategies, specifically related to conflict resolution and community living.
 - Staff continue to support residents in job-seeking, community building, pet care, self-care and hygiene, and many other goals they set for themselves.
- Hope Village:
 - 1 resident reconnected with family out of state and was approved for Section 8 in their home state. Staff helped get client back home and into permanent housing near natural supports.
 - 1 resident transferred to another program of care.
 - 1 resident seeking employment had an interview.
 - 1 resident graduated from outpatient
 - 1 new resident has already obtained employment and is on track for self-sustaining
 - Staff report experiencing and witnessing significant impacts stemming from the temporary loss of Columbia River Mental Health's Mobile Health team, particularly with the simultaneous increase in clients with more complex and/or acute needs. They are working to connect clients with alternative providers during this period of transition, and note those services are also somewhat limited or take longer to access.

- Hope Village has expanded partnerships with the community, increasing involvement in their Meal Train, hosting bingo and movie nights for community-building experiences, and the Red Cross visited to discuss fire safety and install or repair smoke alarms in the units.
- Kiggins Village:
 - 2 residents transitioned into housing. One of these was this site's longest-staying participant (1.5 years) and their dog. They have settled into housing and visit the site weekly to visit with staff and support the village.
 - All other participants have been there for under a year, 90% moved in within the last 3 months
 - 2 residents obtained IDs, and 2 residents obtained Social Security Cards.
 - 3 residents participated in detox services.
 - Staff noted that the adjustment to community life in the village has been challenging, but staff and residents have all been working together to help with the adjustment. Many residents have done a great job making the space their home for now through gardening, beautification projects, and helping with some of the upkeep of community spaces at the site.
 - Helping Hands hosted a BBQ and art event with residents, and more community groups have expressed interest in helping at the site with meals, haircuts, etc.
- 415 West:
 - 1 resident transitioned to assisted living housing.
 - 6 residents have completed all paperwork for referral to various housing programs. These referrals include:
 - a veteran youth who received a VASH voucher, is actively looking for an apartment, and is also being supported by Janus Youth and the VA
 - a resident with stage 3 cancer that has been referred to the Everybody In pilot program; staff is helping them apply for long-term care to ensure they have in-home support when housed.
 - 1 resident obtained ID, and 2 residents obtained Social Security cards.
 - 1 resident obtained employment, and 2 residents were approved for ABD (State disability cash benefits).
 - 1 resident enrolled in treatment services.
 - Celebrated 2 residents, originally referred to shelter from Community Court, who graduated from Community Court this month. Another 2 residents who are Community Court participants completed their community service hours (44 total hours) at 415 West and the Outpost.
 - Staff noted challenges with helping residents access detox services, as well as some residents experiencing challenges adjusting to new routines/structure and conflict resolution.
 - OI Staff and artist, Benji, started an art class on-site, called Inside Out, teaching residents how to draw.
 - Almost all of the residents attended and participated in the Bingo/BBQ day, which was noted as the highlight of the month.

- Homeward Bound – Safe Park:
 - 52 total individuals served, including 8 children, and 33 pets lived on-site this month.
 - 3 residents transitioned to housing
 - After receiving an inheritance, 1 Vietnam veteran achieved his dream of buying a nice sprinter van to move out of state, travel and live comfortably, not homelessly, on the road with his dog.
 - Staff assisted another veteran with getting a VASH voucher after much advocacy.
 - Our longest-staying resident, who is also a veteran, has been approved for housing and is just waiting on a unit inspection to be completed to get a move-in date from his landlord!
 - 5 residents had employment interviews.
 - 2 residents have accepted employment who were previously unemployed.
 - 1 resident opted to go to inpatient treatment, a huge step for them.
 - 1 resident living in a small trailer, that had been gifted to him for shelter, obtained transportation (a running car) and is now working towards proper licensing.

Bridge Shelter

- Invitation to Bid (ITB) for general contractor is out. and bidding opens on September 30th at 11am
- City's purchase of the bridge shelter property completed

Community Court

Community Court outcomes	Total individuals
Newly cited/referred to Community Court	62
Opted into Community Court	26
Graduations (successful completion)	12
Community Service hours completed	42
Obtained Temporary Housing	3
Mental Health/Substance Use Disorder evaluations completed	15
Accessing/participating in treatment services	1

- Community Court would like to thank the Clark County Volunteer Lawyers Program for their great support since day 1! Like many organizations, they are facing constraints in program capacity and will be scaling back their weekly involvement at court while still supporting individual participants as they can.
- Clark County Food Bank has taken over management of the Community Court Meal Train web page. Their nutrition division will be providing a nutritious hot meal to our participants once monthly, beginning in September. CCFB president Emily will observe Community Court on 09/26/2025.

Property Closures

None. The list of properties closed by emergency orders can be found on the City's [Homelessness Emergency Declaration](#) page.

Appreciation

This month, we recognize Parks, Recreation & Cultural Services, specifically at the Firstenburg Community Center, for their ongoing support of the City's response to unsheltered homelessness in our community.

For many years our Parks Department staff have engaged with our unsheltered community when they visit city facilities for various reasons. Many of our Parks & Rec staff know our unsheltered by name, have heard some of their stories, and will often contact HART to engage with them for various needs. Recently, an unhoused person had a significant health event and was transported from the Firstenburg Community Center to the hospital. They were afraid their personal property may be in jeopardy of theft, and when they got out of the hospital, they would have to start all over again. Staff let them know they would secure their property and if they couldn't keep it for long, they would turn it over to HART for safekeeping. Parks staff later let HART know the person was released from the hospital and stopped by to collect their things. Staff said they expressed their gratitude for the help they received from the Firstenburg and let them know they had been accepted into shelter and would no longer be on the streets.

In recognition that the City's Homelessness Response team could not accomplish what it does alone, especially during this emergency, HART would like to express its appreciation for the many departments and individuals who partner in the work:

- Economic Prosperity and Housing Department
- Public Works – grounds, streets, environmental services, transportation, and more
- Vancouver Police Department
- Vancouver Fire Department
- Vancouver Parks, Recreation and Cultural Services
- Code Compliance

- Parking Services
- General Services
- Information Technology
- Planning
- Budget
- Legal
- Procurement
- Administrative Assistants
- And countless others who are critical to our mission