

City Council Meeting Agenda

October 20, 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. October 20, 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 October 20, 2025. Instructions will be provided on-site. Register to testify online. Online registration is open until 12:00 p.m. on October 20, 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.

Workshops: 4:45 - 6:00 p.m.

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

City Hall FY25-26 Capital Projects Overview

(Approximately 45 minutes)

Geraldene Moyle, General Services Director, geraldene.moyle@cityofvancouver.us

Continuance of Resolution Limiting Plan and Zone Changes Prior to Comprehensive Plan Update

(Approximately 30 minutes, to immediately follow the previous workshop)

Rebecca Kennedy, Deputy Community Development Director, Bryan Snodgrass, Principal Planner, rebecca.kennedy@cityofvancouver.us, bryan.snodgrass@cityofvancouver.us

Council Dinner / Administrative Updates (6:00 - 6:30 PM)

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

Breast Cancer Awareness Month

In Memoriam of John Fishbach

In Memoriam of Pat McDonnell

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. Construction Acceptance — Growth Management Area (GMA) Pump Station Upgrades

Staff Report: 210-25

Request: On October 20, 2025, accept the facilities as constructed by Tapani, Inc. of Vancouver, Washington, and authorize release of the retainage bond subject to receipt of all documentation required by law.

Sheryl Hale, Engineering Manager, sheryl.hale@cityofvancouver.us

2. Contract Award — George Elevator Services - Elevator maintenance and repair - C-102059

Staff Report: 211-25

Request: On Monday, October 20, 2025, authorize the City Manager, or designee, to finalize and execute a contract with George Elevator Services, up to a maximum of

\$1,500,000 through October 31, 2030.

Brian Taylor, Operations Superintendent, brian.taylor@cityofvancouver.us

3. RFP 24-25: Contract Awards - Towing and Recovery Services, Inc and Triple J Enterprises, Inc for Towing Services

Staff Report: 212-25

Request: On Monday, October 20, 2025, authorize the City Manager, or designee, to execute a professional services agreement, from RFP 24-25 General and Evidence Towing Services, between the City of Vancouver and Towing and Recovery Services, Inc (DBA: Action Towing, Custom Towing and Customer 24 Hour Towing); a second professional services agreement between the City of Vancouver and Triple J Enterprises, Inc (DBA: Orchards Towing, Orchards Towing and Recovery, Triple J Towing, Triple J Emergency Towing, and Anytime Towing) for an estimated amount not to exceed \$1,000,000 each; authorize the City Manager to take any legal action necessary to enforce the terms of the same.

Daphne Harris, Police Business Services Manager,
daphne.harris@cityofvancouver.us

4. RFP 25-25: Award Contract - Rapid Response Bio Clean Inc. to Perform Abatement of Biohazardous Materials from Derelict Recreational Vehicles (RVs)

Staff Report: 213-25

Request: On Monday, October 20, 2025, authorize the City Manager, or designee, to execute a professional services agreement, from RFP 25-25 Recreational Vehicle (RV) Storage, Testing, Abatement, Remediation, and Demolition Services, between the City of Vancouver and Rapid Response Bio Clean Inc. for an estimated amount not to exceed \$1,400,000; authorize the City Manager, or designee, to take any legal action necessary to enforce the terms of the same.

Daphne Harris, Police Business Services Manager,
daphne.harris@cityofvancouver.us

5. Interlocal Agreement - City of Vancouver and Clark County Street Imagery Software Platform - Cyclomedia

Staff Report: 214-25

Request: On Monday, October 20, 2025, authorize the City Manager, or designee, to finalize and execute the proposed Interlocal Agreement with Clark County for cost sharing in the acquisition of street imagery data from Cyclomedia.

Ryan Lopossa, Streets and Transportation Manager,
ryan.lopossa@cityofvancouver.us

6. Approval of Claim Vouchers

Request: Approve claim vouchers for October 20, 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.

7. In accordance with RCW 42.17A.555, the Vancouver City Council will accept public testimony and express a collective decision and/or vote upon a Resolution in support of Proposition No. 5 City of Vancouver, Washington Police and Public Safety Services Levy Lid Lift

A RESOLUTION expressing the City Council's support for Proposition 5, which, if approved by voters, would fund police and public safety services, including additional police officers, equipment, and criminal justice system costs by increasing Vancouver's regular property tax levy by approximately \$0.15/\$1,000 assessed valuation (AV), for a maximum regular property tax levy rate not to exceed \$2.47/\$1,000 (AV) for collection in 2026. The 2026 levy amount will be the basis to calculate subsequent levies, per RCW 84.55. Qualifying seniors, veterans, and others would be exempt, per RCW 84.36.

Staff Report: 215-25

Request: On Monday, October 20, 2025, following a public hearing affording approximately equal opportunity to those in support and those in opposition, express a collective decision and/or vote upon a Resolution in support of Proposition No. 5 City of Vancouver, Washington Police and Public Safety Services Levy Lid Lift.
Troy Price, Police Chief, troy.price@cityofvancouver.us

Communications

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

Homeless Situation Report

State Legislative Agenda Update

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.



City Hall Projects 2025/2026

Patrick Gilbride
Director
Information Technology

Geraldene Moyle
Director
General Services

Agenda

- Council Chambers Renovation
- Ground Source Heat Pump Well Background
- Lighting Upgrade



Council Chambers Renovation



Council Chambers Renovation

Technology: Behind the scenes

- Audiovisual network equipment
- Network wiring
- Assistive listening capabilities



Council Chambers Renovation

Technology: Televic Workstation

- Touch screen video display
- Microphone, speaker
- Agenda, meeting documents, voting
- Electronic nameplate
- Staff and Council training



Council Chambers Renovation

Technology: Audiovisual Equipment

- Microphones
- Ceiling speakers
- Larger ceiling display monitors
- Additional display monitors: One for the Council and one for the presenters



Council Chambers Renovation

Accessibility, Security and Interior Finishes

ADA Compliance

- Dedicated wheelchair accessible seating area
- New furniture to create obstacle free pathways

Safety and Security

- New testimony tables complete dais circle
- Level 3 ballistic materials installed in the dais and windows

Interior Finishes

- New carpet
- New paint
- Roller shades
- Acoustic panels



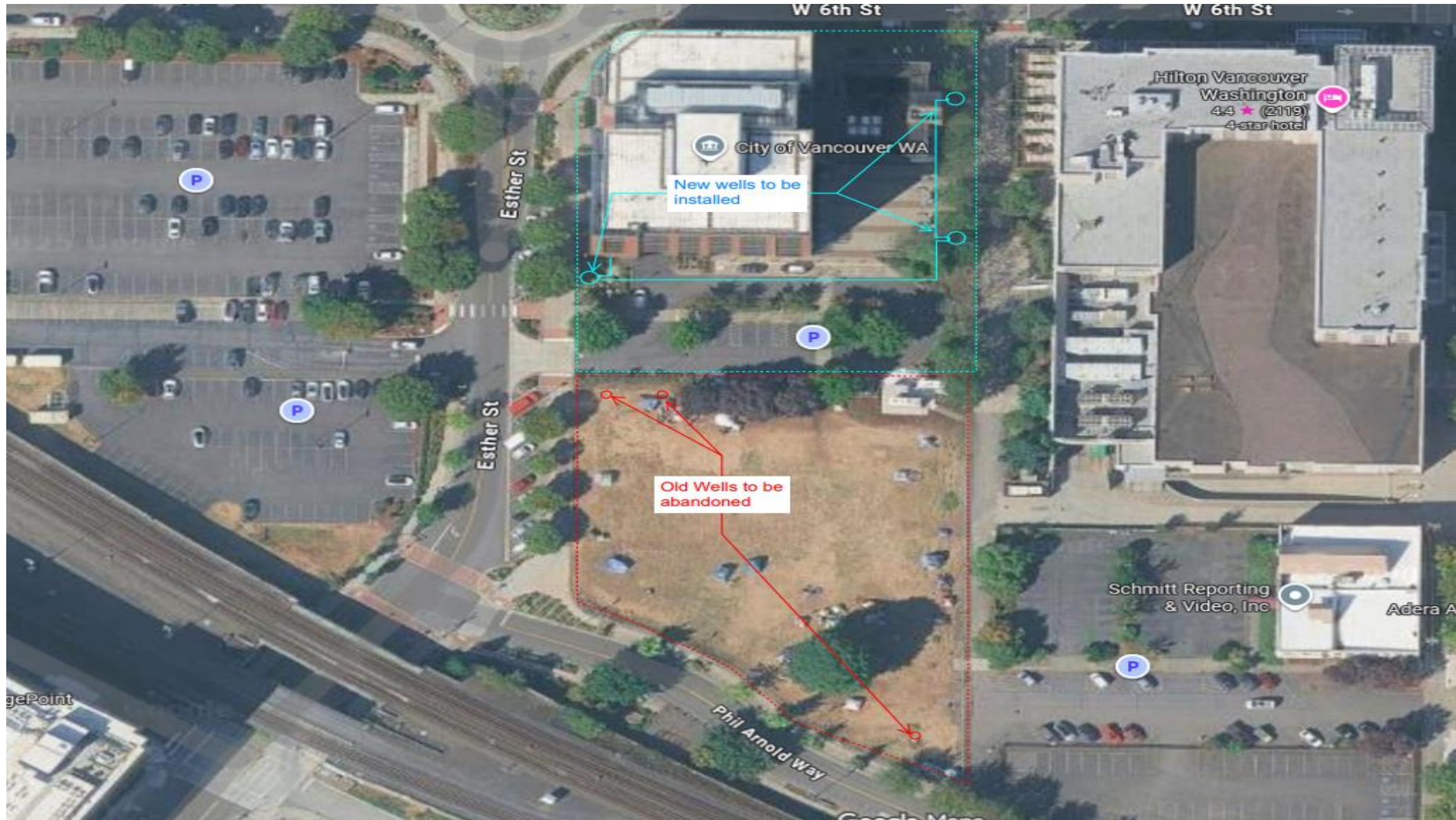
Council Chambers Renovation

City Council Meeting Impacts

- Council Meetings to be held in the Aspen Room
 - December 8, 2025, thru March 2026 (exact end date pending)
- Overflow space to be setup in the City Hall lobby
- Outreach in mid-November to inform the public
- Wayfinding signage to be provided to the Aspen room for council meetings



Ground Source Heat Pump Well Relocation



Ground Source Heat Pump Well Relocation

Overview

What

- Relocation of existing ground source heat exchange wells from the South lot to the City Hall lot
- Heavy construction activity in City Hall plaza

Why

- Allows for future development of the South lot

When

- 10 to 12-week construction timeline
- Beginning Spring 2026
- Temporary HVAC to be provided to ensure continued city services



Ground Source Heat Pump Well Relocation

City Operations Impacts: March 2026 – May 2026

CITY COUNCIL MEETINGS

- Remain in council chambers
- Temporary HVAC

OPERATIONS

- Temporary HVAC where needed
- Information Desk / Customer Service / Permit Center remain open
- Server Room HVAC provided

TENANTS

- 5th Floor Tenant
- 6th Floor Tenant



Lighting Upgrade

Minimal City Hall operational impacts

What

- Complete building lighting retrofit
- Converts fluorescent fixtures to LED
- New lighting control system

Why

- Washington Clean Building Standards compliance
- Lowers Energy Use Intensity (EUI)
- Current lighting control system no longer supported by manufacturer

When

- Council approved contract 8/4/2025
- December 2025 to March 2026
- Minimal impacts due to after-hours work



City Hall Projects Schedule

Project	Nov	Dec	Jan	Feb	Mar	April	May	June
Council Chambers Renovation								
Lighting Upgrade								
Ground Source Heat Pump Well Relocation								





Upcoming Council Items

Council Chambers:

- Contract approval request: 11/10

Ground Source Heat Pump Well Relocation:

- Contract approval request: 11/17



Questions / Discussion





Continuation of resolution for review of Comprehensive Plan and zoning map and text changes prior to adoption of full update

City Council Workshop

Rebecca Kennedy, Deputy Director

Bryan Snodgrass, Principal Planner

City of Vancouver Community Development Department

October 20, 2025



Agenda:

- Review expiring November 2024 resolution directing changes that can be considered prior to full Comprehensive Plan and zoning update anticipated in spring 2026
- Review potential continuation options





Existing resolution expiring December 31, 2025 suspends all changes except:

- Those advancing previously adopted plans, policies and projects
- Those facilitate housing, particularly affordable
- Those preventing sub-optimal outcomes, such as development inconsistent with policy
- Minor changes needed to ensure process predictability and clarity





Potential continuation options

1. Extend resolution to June 2026 as is with existing exceptions
2. Extend with exception only for projects that advance Housing Action Plan and Comprehensive Plan
Update targets for housing production at all income levels
3. Extend resolution with no exceptions
4. Allow resolution to expire



Return to City Council

- Discussion and identification of preferred approach to advance to public hearing to be scheduled
- Staff recommends Option 2, extending resolution with exceptions for changes supporting City Housing Action Plan and Comprehensive Plan production targets

Thank You



bryan.snodgrass@cityofvancouver.us

360-487-7946

6 Continuation of resolution for Plan/Zone changes prior to full update



MEMORANDUM

DATE: October 9, 2025

TO: Mayor and City Council

FROM: Rebecca Kennedy, Deputy Director, and Bryan Snodgrass, Principal Planner, Community Development Department

RE: **October 20, 2025, Council workshop review of continuance of expiring resolution suspending review of Comprehensive Plan and zone changes with limited exceptions prior to adoption of updated Comprehensive Plan and zoning standards**

CC: City Manager Lon Pluckhahn

Introduction and Background

On November 13, 2024, through resolution, the City Council directed that the Annual Review program and other review of proposed Comprehensive Plan and zone map and text changes be suspended until adoption of the updated Comprehensive Plan and zoning code. The resolution and accompanying memorandum excepted the following types of plan or zone changes, allowing them to continue to be considered:

- Changes needed to advance previously adopted plans, policies and projects;
- Changes needed to facilitate housing, particularly affordable housing;
- Changes needed to prevent sub-optimal outcomes, such as development contradicting existing policy or guidance; and
- Minor changes needed to ensure development process predictability and clarity.

The resolution is effective through December 31, 2025. Expiration would leave the City obligated to resume normal consideration of all map and text changes.

Discussion and options for consideration

Under the existing resolution's exceptions, the City Council was able to review and hold hearings in summer 2025 on the Bella Grove zone change, which was approved,

and the 58th Street rezone, which was denied. Both were residential upzone proposals intended to facilitate market rate housing.

Pursuant to the resolution, two more recent private market rate residential rezone applications have been submitted and are under review by staff. These are the 58th Street rezone reapplication, this time from R-22 to R-35 to allow 54 units, and the Intelli Subdivision on 35th Street, from R-9 to R-17 to allow 87 units. Public hearings have not yet been scheduled. Per City Code the 58th Street rezone reapplication would be initially heard by the Planning Commission, which Intelli Subdivision would be initially heard by the Hearings Examiner, because it part of a subdivision application and involves only an increase to the next densest residential zone. The City Council would make final decisions on both proposals.

At Council Communications on October 6, 2025, Councilmember Stober raised the issue of the expiring resolution, and a desire to focus on the pending Comprehensive Plan update.

Options for consideration for Council at the October 20 workshop could include the following:

1. Extension of the resolution, to June 30, 2026, or further if needed, with the same exceptions
2. Extension of the resolution with fewer exceptions, such as only projects that support Housing Action Plan goals and targets
3. Extension of the resolution with no exceptions
4. No action, allowing the resolution to expire

Staff recommend option 2, continuing to allow consideration of Comprehensive Plan and zoning text and map changes that facilitate housing production. This aligns with the Housing Action Plan, which directs staff to pull every lever to increase housing production at all income levels. It also aligns with Council endorsed Comprehensive Plan Goals related to housing and equity, and connected and accessible neighborhoods.

Pending discussion on October 20, staff will schedule a Council public hearing as needed.

Staff Report: 210-25

To: Mayor and City Council
From: City Manager
Date: October 20, 2025

Subject

Construction Acceptance — Growth Management Area (GMA) Pump Station Upgrades

Key Points

- The project replaced an existing wastewater pump station that had outdated equipment and high maintenance costs.
- The new pump station has been equipped with the current standard for System Control and Data Acquisition (SCADA) equipment, as well as other site improvements.
- Staff proposes awarding construction acceptance.

Strategic Plan Alignment

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

Present Situation

Tapani, Inc. of Vancouver, Washington, has completed construction of the Growth Management Area (GMA) Pump Station Improvement project.

The wastewater pump stations upgraded with this project are as follows; Maplecrest, Edmunds, Pheasant Run and Stein Estates. These stations were constructed in the late 1990's to serve development in the east portion of the sanitary sewer service boundary. These stations all pump wastewater to a common pipeline which ultimately discharges into a manhole west of NE 162nd Ave within the Bonneville Power Administration (BPA) right-of-way. With this contract, the Maplecrest pump station received the most upgrades, with minor improvements to the other stations. The Maplecrest station improvements included communications, a new building, a new transformer for the backup power, as well as other upgrades to bring the station to current standards. The improvements from this project have created a more efficient station that will reduce maintenance and operation costs over time.

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

TOTAL CONTRACT COSTS	
Labor, Equipment and Material	\$1,043,037.90
Sales Tax	\$88,658.22

Total	\$1,131,696.12
Retainage	Bond

The original contract amount, including sales tax, was \$1,173,966. The final project cost was \$1,131,696.12, which was \$42,269.88 (approximately 4%) less than the original contracted amount. The difference between the original contract amount and final contract amount can be attributed to typical variances in unit prices and/or quantities commonly encountered during construction.

The Engineer's Estimate fell within the \$500,000 to \$1,500,000 threshold that would require an apprenticeship utilization of 3%. The contractor was required to have a minimum utilization of 75.7 working hours to achieve the 3% apprenticeship requirement. Tapani, Inc. exceeded the minimum hours required by utilizing 269 apprenticeship hours out of the total 2,522 project hours (11%).

Advantage(s)

1. Provide reduced maintenance costs.
2. Increase efficiency of the pump station.
3. Completes the City's contractual and statutory process for accepting the project.
4. Formal project acceptance allows for release of the contractor's retainage bond.

Challenge(s)

None

Budget Impact

Funds for the sanitary sewer improvements were appropriated in the Sewer Construction Fund, Capital Improvement Program 2025-2026 Budget.

Prior Council Review

- Approval of the 2025-2026 Capital Improvement Budget
- Award of contract on March 11, 2024, at the Vancouver Council Meeting

Action Requested

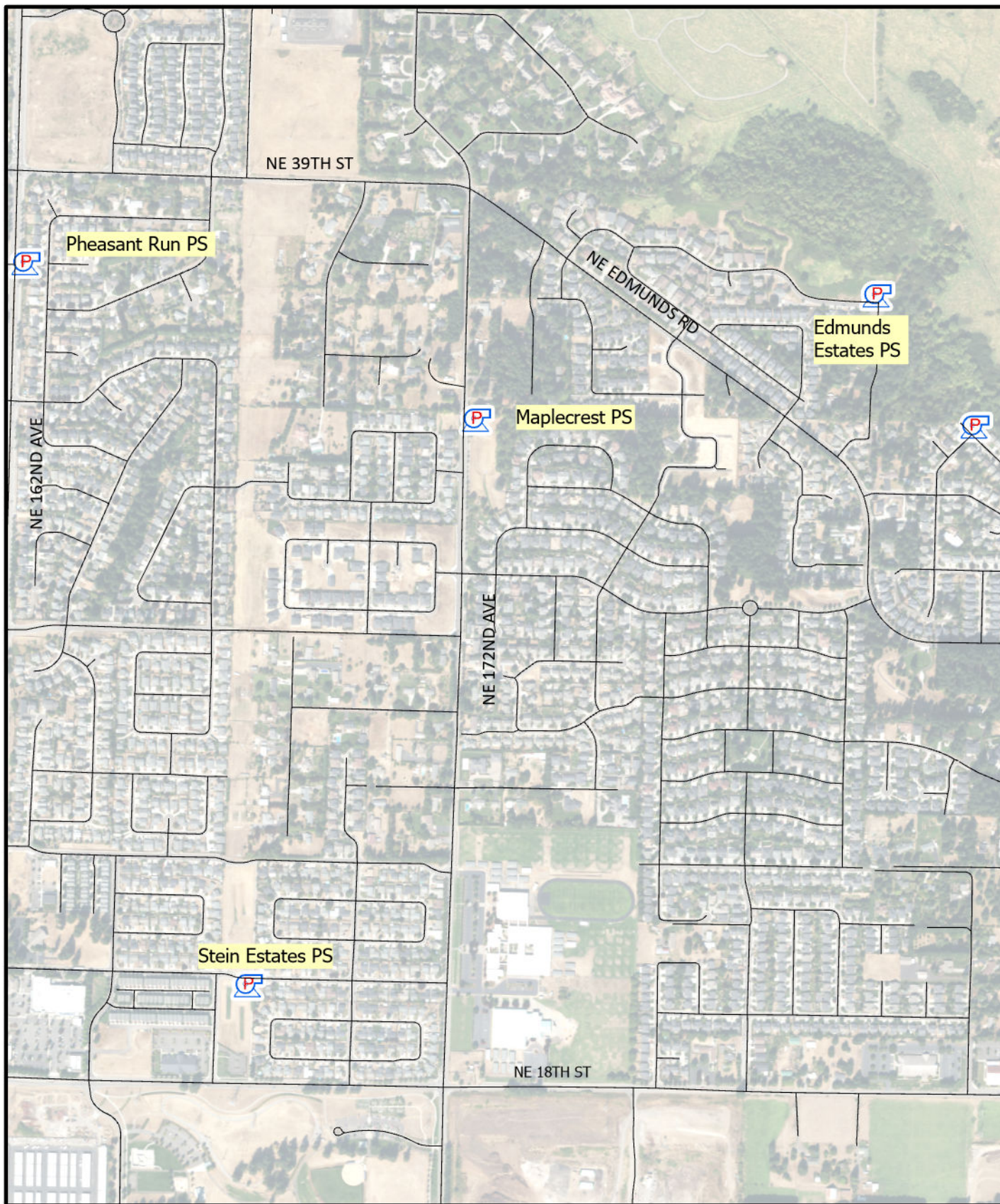
On October 20, 2025, accept the facilities as constructed by Tapani, Inc. of Vancouver, Washington, and authorize release of the retainage bond subject to receipt of all documentation required by law.

Staff Contact

Sheryl Hale, Engineering Manager, sheryl.hale@cityofvancouver.us

Attachments:

1. GMA Pump Station Location Map



GMA PUMP STATION UPGRADES



CITY OF
Vancouver
WASHINGTON

1 inch = 800 feet



Staff Report: 211-25

To: Mayor and City Council
From: City Manager
Date: October 20, 2025

Subject

Contract Award — George Elevator Services - Elevator maintenance and repair - C-102059

Key Points

- This contract would provide required annual and semi-annual inspections, certifications and service for 10 elevators, 2 dumbwaiters, and 1 wheelchair lift in City facilities.
- If approved, this would be a five-year contract for up to \$300,000 annually (\$1,500,000 total).
- The City received two bids.
- Staff propose awarding a five-year contract to the lowest responsive bidder, George Elevator Services, at the not-to-exceed price of \$1,500,000.

Strategic Plan Alignment

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

Present Situation

The current City contract for this service expires on December 6, 2025. The contract allows the City to maintain wheelchair lifts in City buildings. The City spends approximately \$225,000 annually on compliance inspection. An additional \$75,000 of annual spending authority would be allocated on an as-needed basis for necessary

On September 9, 2025, the City received two bids for the project. Only one bid was responsive.

SUMMARY OF BIDS
BIDDER
George Elevator Service, Vancouver, WA
TK Elevator Corporation

Advantage(s)

By approving this maintenance contract, the City would be able to maintain its elevators and lifts and have stable, predictable costs through October 31, 2030.

Challenge(s)

None

Budget Impact

The FY 25-26 Budget includes funds budgeted to support this spending authority. The repair portion of the contract would be used on an as-needed basis. No additional budget impact.

Prior Council Review

None

Action Requested

On Monday, October 20, 2025, authorize the City Manager, or designee, to finalize and execute a contract with George Elevator Services, up to a maximum of \$1,500,000 through October 31, 2030.

Staff Contact

Brian Taylor, Operations Superintendent, brian.taylor@cityofvancouver.us

Attachments:

1. Contract - C-102059



PUBLIC WORKS MAINTENANCE CONTRACT # C-102059
BID 25-34: Elevator Maintenance Services

This Contract (hereinafter referred to as the "Contract") 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 George Elevator Services LLC, a Washington limited liability company," (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 public works construction and other related services for the work described herein;

WHEREAS, Contractor has agreed to offer its services to perform said work per the City issued Invitation to Bid (ITB) No. 25-34 and all addenda thereto, Contractor's Bid to said ITB, the Project Plan Set and Special Provisions; and

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

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

This Contract provides for full service maintenance on the identified elevators, which shall include preventive maintenance services. All equipment under this Contract shall be maintained in first-class operating condition. Contractor shall furnish all materials and labor and comply with all requirements of current elevator Codes ASME A17.1 and chapter 296-96 WAC or other applicable laws. Contractor shall implement a system of preventive maintenance to provide necessary systematic services and preventive maintenance for all covered elevator equipment. Contractor shall further provide immediate-need removal

and installation or repair of replacement parts of all elevators/lifts in City-owned or managed facilities and other work, all in accordance with the attached Contract Plans, these Contract Provisions, and the Standard Specifications.

The period of the prices shall be for one year, commencing on the effective date of the Contract. This Contract shall have prevailing wage rates updated annually; yearly cost adjustments may be made at the discretion of the City in instances where prevailing wage rates increased above the annual CPI-U for the Seattle-Tacoma-Bellevue area, and all adjustments shall be in accordance with the CPI-U for the Seattle-Tacoma-Bellevue area. An Intent to Pay Prevailing Wages must be filed at the beginning of the Contract year, and an Affidavit of Wages Paid must be filed annually for any public work completed within the previous 12-month period. Contractor shall submit request and justification for cost adjustments at least 30 days prior to Contract renewal. Any approved cost adjustment must be in effect at the beginning of each year's extension and must be firm for the remainder of year.

2. **EFFECTIVE DATE:** This Contract is effective as of the last signature of the Contract. The term of this Contract shall be for five years.
3. **E-VERIFY PROGRAM:** Contractor shall register and enter into a Memorandum of Understanding (MOU) with the Department of Homeland Security E-Verify program within 60 days after execution of this Contract. Contractor shall ensure all Contractor employees and any sub-contractor(s) assigned to perform work under this Contract are eligible to work in the United States. Contractor shall provide verification of compliance upon City request. Failure by Contractor to comply with this subsection shall be considered a material breach.
4. **CONTRACTOR RESPONSIBILITIES FOR SUBCONTRACTORS:** The Contractor shall include the language of this section in all tier subcontracts and shall require each of its subcontractors to include the same language of this section in each of their subcontracts, adjusting only as necessary the terms used for the contracting parties. The requirements of this section apply to all subcontractors regardless of tier. The Contractor shall require all subcontractors to comply with all relevant federal, state and municipal laws, rules and regulations whatsoever.

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

1. Have a current certificate of registration in compliance with chapter 18.27 RCW, which must have been in effect at the time of subcontract bid submittal;
2. Have a current Washington Unified Business Identifier (UBI) number;
3. Have received training on the requirements related to public works and prevailing wage as required by RCW 39.04.350;
4. Within the three-year period immediately preceding the date of the bid solicitation, not have been determined by a final and binding citation and notice

of assessment issued by the department of labor and industries or through a civil judgment entered by a court of limited or general jurisdiction to have willfully violated, as defined in RCW 49.48.082, any provision of chapter 49.46, 49.48, or 49.52 RCW.

5. If applicable, have:
 - i. Have Industrial Insurance (workers' compensation) coverage for the subcontractor's employees working in Washington, as required in Title 51 RCW;
 - ii. A Washington Employment Security Department reference number, as required in Title 50 RCW;
 - iii. A Washington Department of Revenue state excise tax registration number, as required in Title 82 RCW;
 - iv. An electrical contractor license, if required by Chapter 19.28 RCW;
 - v. A plumbing contractor license, if required by Chapter 18.106 RCW
 - vi. An elevator contractor license, if required by Chapter 70.87 RCW.
6. Not be disqualified from bidding on any public works contract under RCW 39.06.010 or 39.12.065 (3).

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

6. COMPENSATION AND SCHEDULE OF PAYMENTS: In consideration of the promises and agreements of the Contractor as set forth herein, and in consideration of the faithful performance and furnishing of the work and materials required by this Contract to the satisfaction of the City, the City agrees to pay to the Contractor as prescribed in the solicitation and Contractor's Bid, and in accordance with the ordinances of the City of Vancouver and the laws of the State of Washington, the following sum as indicated, which amount does include 8.8% Washington State Sales Tax (if applicable) \$1,500,000.00 USD.

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

7. CONTRACTOR'S INSURANCE: The Contractor agrees to the following requirements relating to insurance coverage. Provide a Certificate of Liability Insurance. Said certificate must be provided on a standard "ACORD" form, or its equivalent, and must provide that coverage shall not be canceled or modified without 30 days prior written notice to the City of Vancouver.

In addition, 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.

The Contractor agrees to procure insurance coverage as required below:

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

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.

- 8. CONTRACTOR’S BOND:** The Contractor agrees that for projects of more than \$35,000 USD, before it undertakes performance of the Contract, it will file with the Owner a Performance and Payment Bond in the full amount of the Contract price, executed by itself as a principal and one or more surety companies authorized to do business in the State of Washington as surety. The bonds shall comply with the laws of the State of Washington, and especially with the provisions of chapter 39.08 RCW.
- 9. DISPUTE RESOLUTION:** In the event of a dispute between the Parties which cannot be resolved by the contract managers, the Contractor and the City shall review such dispute and may attempt to resolve the dispute. Any controversy or claim arising out of or relating to this Contract or the alleged breach of this Contract that cannot be resolved by the Parties within 30 days of receipt of written notice may be submitted to mediation. If the dispute cannot be resolved through mediation, either party may initiate litigation pursuant to the governing law and venue provisions of this Contract the Parties agree to pay their own attorneys’ fees and expenses.
- 10. GOVERNING LAW/VENUE:** This Contract 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 Contract shall be brought in the Superior Court of Clark County, Washington.

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

12. PAYMENT OF LABOR: The Contractor agrees that all laborers, workers, or mechanics employed by it or by any subcontractor in the performance of this Contract will be paid not less than the prevailing rate of wage for an hour's work, in accordance with the provisions of the chapter 39.12 RCW, and all rules and regulations promulgated pursuant thereto.

The prevailing wage in effect for the first contract year is **Tuesday, September 9, 2025**. This rate will be updated annually on the anniversary of the contract.

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

13. PAYMENT TO THE CONTRACTOR: Progress payments to the Contractor shall be made within 30 days of a fully executed Pay Estimate pending all compliance with all contractual requirements. The City reserves the right to require Contractor to correct any submitted or paid erroneous invoices according to the rates set forth herein. City and Contractor agree that any amount paid in error by City does not constitute a change in the agreed upon amount; Contractor agrees to issue a refund of any overages paid in error by the City.

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

An Intent to Pay Prevailing Wages must be filed at the beginning of the Contract year and an Affidavit of Wages Paid must be filed annually for any Work completed within the previous 12 month period.

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

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

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

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

- 16. 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 10 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.

- 17. 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 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.
- 18. AMENDMENTS:** All changes to this Contract, including changes to the statement of work and compensation, must be made by written Change Order and/or Amendment and signed by all parties to this Contract.
- 19. AUTHORIZATION AND COMPLIANCE WITH THE LAW:** The Contractor certifies that the person signing the Contract is legally authorized to enter into this binding Contract and that the Contractor shall fully comply with all relevant, federal, state and municipal laws, rules, regulations and policies.
- 20. 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 chapter 5.04 VMC.
- 21. RELATION OF PARTIES:** The Contractor, its subcontractors, agents and employees are independent contractors performing services for The City and are not employees of City; shall not, as a result of this Contract, accrue leave, retirement, insurance, bonding or any other benefits afforded to City employees; and, shall not have the authority to bind the City in any way except as may be specifically provided in the Statement of Work.
- 22. ASSIGNMENT:** This Contract is binding on each party, its successors, assigns, and legal representatives and may not, under any circumstances, be assigned or transferred by either party without the other party's express written authorization.
- 23. TERMINATION FOR CONVENIENCE:** The City, at its sole discretion, may terminate this Contract for convenience at any time for any reason deemed appropriate. Termination is effective immediately upon notice of termination given by the City.

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

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

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

- 25. 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 its sureties for said breach or default, including but not limited to termination of this Contract for convenience.

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

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

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

29. 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.

30. NON-DISCRIMINATION AND 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. 

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



32. CONTRACT DOCUMENTS AND ORDER OF PRECEDENCE: The complete Contract includes these parts, all of which are incorporated herein by reference, and any inconsistency in the parts of the contract shall be resolved by following this order of precedence (e.g., 1 presiding over 2, 2 over 3, 3 over 4, and so forth):

1. Amendments to the Contract,
2. This Contract,
3. Contractor's Bid including all Addenda to the Solicitation,
4. Special Provisions,
5. Contract Plan Set,
6. General Conditions for Facility Construction.

On the Contract Plans, Working Drawings, and Standard Plans, figured dimensions shall take precedence over scaled dimensions.

Whenever reference is made in these Specifications or the Special Provisions to codes, rules, specifications, and standards, the reference shall be construed to mean the code, rule, specification, or standard that is in effect on the Invitation to Bid advertisement date, unless otherwise stated or as required by law.

If any part of the Contract requires Work that does not include a description for how the Work is to be performed, the Work shall be performed in accordance with standard trade practice(s). For purposes of the Contract, a standard trade practice is one having such

regularity of observance in the trade as to justify an expectation that it will be observed by the Contractor in doing the Work.

33. NOTICES: All notices which are given or required to be given pursuant to this Contract 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
anna.vogel@cityofvancouver.us

For the Contractor:
Noah Miller
George Elevator Services LLC
13208 NE 20th Street
Vancouver, WA 98684
office@geselevator.com

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

CITY OF VANCOUVER
A municipal corporation

CONTRACTOR:
Company Name

Anna Vogel, Procurement Manager

Signature

Date

Printed Name /Title

Attest:

Date

Natasha Ramras, City Clerk

Approved as to form:

City Attorney's Office

Staff Report: 212-25

To: Mayor and City Council
From: City Manager
Date: October 20, 2025

Subject

RFP 24-25: Contract Awards - Towing and Recovery Services, Inc and Triple J Enterprises, Inc for Towing Services

Key Points

- Awarding two contracts creates more availability.
- The City currently uses Triple J Enterprises, Inc. for towing services.
- Towing services, over the life of each five-year contract, are expected to exceed the current \$300,000 threshold, requiring Council approval.

Strategic Plan Alignment

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

Present Situation

The City uses various towing services to tow derelict recreational vehicles (RVs), vehicles, and other vessels. The current contract is expiring and Vancouver Police Department (VPD) issued a Request for Proposal (RFP) to solicit for towing services. VPD is awarding two contracts, one to Towing and Recovery Services, Inc. and one to Triple J Enterprises, Inc. to increase service ability. Each contract is a term of 5-years beginning November 1, 2025, and expires October 31, 2030.

Towing will exceed the \$300,000 threshold over the term of the contracts. In addition to approving these contracts, VPD is requesting to set each contract amount to \$1,000,000 through the contract term. This will enable VPD to continue towing derelict RV's, vehicles, and other vessels and reduce staff time by not having to come back to council mid-contract to increase the threshold.

Advantage(s)

Allows the City to continue implementing a response to towing derelict RV's, vehicles, and other vessels to coordinate safe neighborhoods and streets.

Challenge(s)

None

Budget Impact

None. Appropriation was approved through the Biennial Budget.

Prior Council Review

None

Action Requested

On Monday, October 20, 2025, authorize the City Manager, or designee, to execute a professional services agreement, from RFP 24-25 General and Evidence Towing Services, between the City of Vancouver and Towing and Recovery Services, Inc (DBA: Action Towing, Custom Towing and Customer 24 Hour Towing); a second professional services agreement between the City of Vancouver and Triple J Enterprises, Inc (DBA: Orchards Towing, Orchards Towing and Recovery, Triple J Towing, Triple J Emergency Towing, and Anytime Towing) for an estimated amount not to exceed \$1,000,000 each; authorize the City Manager to take any legal action necessary to enforce the terms of the same.

Staff Contact

Daphne Harris, Police Business Services Manager, daphne.harris@cityofvancouver.us

Attachments:

1. C-102077 RFP 24-25 TRS Services Contract_Final Draft
2. C-102078 RFP 24-25 TJE Services Contract_Final Draft



**CITY OF VANCOUVER
SERVICES AGREEMENT
No. C-102077
GENERAL AND EVIDENCE TOWING 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 Towing and Recovery Services, Inc. (DBAs: Action Towing; Custom Towing; Custom 24 Hour Towing) an S-Corporation organized under the laws of the State of Washington ("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 24-25 ("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 \$1,000,000.00 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.

City will limit compensation to the amount specified for each specific task and/or sub-task, unless amended in writing. Contractor shall complete the Services stated within the number of hours identified for each task, and/or sub-task, or for the lump sum amount associated with a task. If compensation is made on an hourly basis and the Services 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 Contractor underestimated the number of hours required to perform the Services, 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 services requested by City. All Deliverables (as defined in Section 6) must be acceptable to City in its sole discretion.

- 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, Daphine Harris, by email to daphine.harris@cityofvancouver.us, DL.CityVPDLogistics@cityofvancouver.us and accpay@cityofvancouver.us or by mail to City of Vancouver, Daphine Harris, 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 November 1, 2025 *or Effective Date* and continues until October 31, 2030. The total term 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	
	\$1,000,000

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
Email: anna.vogel@cityofvancouver.us

For the Contractor:
Celina Thompson
Towing and Recovery Services, Inc.
5917 NE 121st AVE
Vancouver, WA 98682
Email: towing@actiontow.com

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:
Towing and Recovery Services, Inc.
(DBA: Action Towing; Custom Towing;
Custom 24 Hour Towing)

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

This Agreement is for Citywide use. Towing drop-off locations will vary based on the department making the towing request. Towing drop-off locations include, but are not limited to the following locations:

- HART Tows: City Safe Stay Locations
 - Address will be provided by requester
- VPD Evidence Tows:
 - Officer will notify of tow location at the time of the call
- VPD Other Tows:
 - Officer will notify of tow location at the time of the call

Vehicles are categorized as follows:

- Light-duty towing (vehicles and equipment under 8,000 GVWR pounds): Including, but not limited to sedans, compact pick-ups, motorcycles, travel trailers, campers, and boats on trailers.
- Medium-duty towing (vehicles and equipment with 8,001 – 26,000 GVWR pounds): Including, but not limited to full size pick-ups, high cube vans, flatbed trucks, motorhomes, large boats on trailers, and RV vehicles.
- Heavy-duty towing (vehicles and equipment that exceed 26,001 GVWR pounds).
- Other towing and equipment use for emergent services as agreed upon by operator.
 - Lost loads such as:
 - Boats, on or off trailers, impeding traffic or other road hazard
- Vehicles and boats mounted on trailers must be invoiced as a single tow.

Services under this Agreement shall include the following vehicle categories for towing services for:

- Light-duty towing
- Medium-duty towing
- Other towing and equipment use

Conditions of Work

The City will require an itemized bill at the end of each month to pay for all towing services for that subsequent month.

For the purpose of this Agreement, **8:00 a.m. to 5:00 p.m./Monday through Friday** are considered "regular working hours" during which the "regular" towing charges shall apply.

Towing services performed outside of these hours , or on weekends or holidays, shall be eligible for “after hours” rates. In establishing a “regular” or “after hours” fee for towing, the “starting time” will indicate the fee. For example, if the Contractor is called at 4:30 p.m. and delivers the vehicle at 6:00 p.m., the regular fee shall be in effect for the entire operation.

Response Times

Contractor shall be capable of responding to a call for service within 45 minutes to any location in the City (there may be times where requests must be expedited (respond to a call for service within 20 minutes) due to emergency (vehicle/vessel must be moved as soon as possible)). The response time shall be measured from the time of receipt of the call from the City to the dispatch of the towing company.

Note: Should Contractor be unable to meet the above specified time frame, it shall be Contractor’s responsibility to inform the City of this fact at the time the initial call is made.

The City reserves the right to call another towing firm if service is not provided within this time frame.

No Tow Situations

All reasonable attempts will be made by The City to notify the Contractor if a cancellation is necessary. No charges shall incur for a no tow if the tow driver arrives and there is no vehicle.

Identification

The Contractor’s tow trucks shall have the Contractor’s name painted on the sides. All drivers shall carry business cards in order that the City may provide the Contractor’s business card to the owner or driver of the towed vehicle.

Facilities

The Contractor shall provide a properly zoned, fenced, lighted storage area (primary and secondary lot) that shall provide adequate security. This must include a monitoring system, or an electronic alarm monitoring system, with 24/7 monitoring and adequate security fencing.

Vehicles shall not be stored at any location other than as recorded with and approved in writing by the City.

The Lot(s) Must Be Appropriately Zoned

The primary storage lot must be located within the geographical boundaries of the City or a maximum of two miles outside of the geographical boundaries of the City. If a secondary storage lot is proposed, it may be located beyond the physical limitation imposed above for the primary storage lot.

Towing Vehicles and Equipment

All tow vehicles shall meet the following specifications and include/carry the following equipment:

1. **Tow trucks shall be properly equipped for 7'0" clearance for the purpose of towing from a parking garage.** Tow trucks shall be equipped with marker lights and all other equipment as required.
2. There shall be a rotor beam or strobe –type light, amber in color, mounted on the wrecker in such a manner that it can be seen from the front, rear and both sides.
3. All trucks shall be equipped with a business type communication radio, which has been licensed and approved by the Federal Communications Commission. The mobile radio shall enable the tow truck operator to communicate with their area of operations from any point within the City.

Tools and Supplies

The following tools and supplies shall be available on each tow truck: 20-25 lbs. of oil absorbent “stay dry”; one (1) heavy duty street broom; one (1) shovel; dollies; scotch blocks; snatch block; screwdriver; minor hand tools; three (3) inch chain grade 70; cables and chains for inclement weather; four (4) tire blocks; one (1) gallon fuel; tools for vehicle maintenance (tire change); all weather wheels; 1-A 10 BC fire extinguisher; lock picking tools; two (2) amber revolving or flashing lights; one (1) air tank if no brakes (rollback exempt); and vest/garment to meet current federal standards.

Driver Requirements

All drivers towing vehicles/equipment shall have a valid Commercial Driver’s License (CDL) in their possession as required.

Drivers shall be adequately and properly trained in all aspects of operation of the tow vehicle.

Drivers shall be properly supervised, alert, and suitable to the work with no impairment from drugs or alcohol.

Damage Responsibility

The Contractor will be held liable for the costs to repair damage to all City requested towed vehicles and property caused by the Contractor, their employees or their equipment.

Repairs Prohibited

At no time shall the Contractor or their employees attempt to perform repairs on City requested towed vehicles or equipment. The Contractor will be held liable for the cost to repair damage to vehicles and equipment caused through repairs attempted. Towing service is all that is required under this Agreement.

Note: Vehicles may be started with a booster battery and cables if required and vehicle tires may be filled with compressed air supplied by the tow truck to allow mobility for loading or towing.

Supervision and Safety

The Contractor shall be responsible for the supervision and direction of the work performed by their employees.

The Contractor shall be responsible for instructing their employees in all safety measures. All equipment used by the Contractor shall be maintained in safe operating condition at all times, free from defects or wear which may in any way constitute a hazard to any vehicle being towed or any person or persons on City property. All electrical equipment will be properly grounded. All employees will wear proper personal protective equipment while working on a City requested towed vehicle or on City premises.

Records and Reports

The Contractor shall keep a complete record of all calls; including the exact time the tow vehicle was activated, the time of arrival at the scene, the exact location of the disabled vehicle, the time of arrival at the City facility, the beginning and ending odometer readings of the tow vehicle, and total miles traveled.

Contractor must comply with RCW 46.55

Outdoor storage space must be able to easily accommodate a minimum of three vehicles simultaneously, at no additional charge to the City.

Records

The Contractor shall maintain a master log of all vehicles towed, and a record of each vehicle towed under this contract showing the following:

- a. Location where the vehicle was picked up.
- b. Location where the vehicle was taken.
- c. The date and time of the pickup.
- d. Date and time of release.
- e. Make, model, color and year of vehicle.
- f. License plate number and state issue.
- g. Vehicle identification number.
- h. Name of individual that vehicle was released to.
- i. Notice of charges.
- j. Identity of the Contractor's driver providing towing service.
- k. Detail of all services and related charges assessed on the vehicle, including any owner/agent requested services.
- l. DR Number. The DR is not provided for towing of City vehicles or flat repair.

The Contractor shall maintain a record, either electronically or manually, that is easily separated from all other records the Contractor may keep, of each vehicle towed under this Agreement. The customer record file must include the master log, signed invoice and service fee listing and must be maintained alphabetically by last name or the Vehicle Identification Number. The invoice shall be presented to the customer upon the customer's request for the invoice.

Invoicing

Contractor must indicate on their invoices the type of tow being invoiced, such as (the City will have indicated when initially requesting the tow what type of tow service is being requested):

- HART tow
- VPD Evidence tow
- VPD Other tow
- Vehicle Unlock

EXHIBIT "B":
Fee Schedule

Services with * symbol will be explained further below.

LIGHT DUTY VEHICLES

Service	Description	Cost
<u>Hookup-Wrecker</u>	Within 5 towed miles	\$140.00
<u>Loaded Miles Over 5</u>	First 5 miles free. Each loaded mile after 5	\$6.00
<u>Hookup Flatbed Tow</u>	Within 5 towed miles	\$160.00
<u>Chains on/off</u>	City provides chains, price includes two	\$100.00
<u>Tire Change</u>	Charged per tire	\$125.00
<u>Dollies</u>	If dollies needed for a wrecker tow	\$60.00
<u>Drivetrain Disconnect</u>		\$75.00
<u>Winching Hourly</u>	1 hour minimum then charged by quarter hour	\$160.00

MEDIUM DUTY VEHICLES

Service	Description	Cost
<u>Hookup Wrecker</u>	Within 5 towed miles	\$185.00
<u>Loaded Miles Over 5</u>	Loaded miles over 5	\$7.00
<u>Hookup Flatbed Tow</u>	Within 5 towed miles	\$205.00
<u>Chains on/off</u>	City provides chains, price includes two	\$150.00

SERVICES

Service	Description	Cost	Per Loaded Mile
<u>Jumpstart</u>	Within 10 miles of our mailing address	\$120	\$6.00 per mile outside the 10 miles
<u>Lockout</u>	Within 10 miles of our mailing address	\$120`	\$6.00 per mile outside the 10 miles
<u>Fuel Delivery</u>	Within 10 miles of our mailing address-5 gallons (\$6 Per gallon)	\$150	\$6.00 per mile outside the 10 miles

OTHER CHARGES

Service	Description	Cost	Per Loaded Mile
<u>*Wait/Standby Time</u>	Charged after twenty minutes on scene	\$25 per ¼ hr	
<u>*Dry Run Light Duty</u>	Within 20 miles of our mailing address-AFTER hours only	\$60	
<u>*Dry Run Medium Duty</u>	Within 20 miles of our mailing address-AFTER hours only	\$100	
<u>Dry Run Heavy Duty</u>	Within 20 miles of our mailing address-AFTER hours only	\$150	
<u>Inclement Weather</u>	Snowy conditions or compact snow or ice on the roadway	15% increase in tow hookup prices only	
<u>Extra Truck</u>	When warranted, a 2 nd truck will cost the same as base prices for the service provided	TBD	
<u>Extra Man</u>	Additional skilled labor-minimum 1 hour	\$75.00/hr	
<u>After Hours Increase</u>	Any services provided outside 8:00AM-5:00PM	25% increase in base price	
<u>Special Equipment</u>	To include dump trailer, forklift, skid steer, etc.	\$125/hr	

***Additional Explanations:**

Wait/Standby Time

In the event the tow operator is waiting on scene to hook up the vehicle because we were called before they were ready for us, after twenty minutes on scene, we will charge \$25 per 15 minutes or part thereof. This includes standby time for any citizens securing loads or packing up their belongings after our operator is on scene.

Dry Run/No Tow Situations

This charge will only apply to after-hours calls. In the event the tow operator is called to a scene and cancelled after 15 minutes of the initial call from CRESA, we will charge a dry run fee.

Impounded Vehicles

Any vehicles impounded to our lot under this Agreement will follow the Washington State Patrol Rates which are also congruent with our Official Rate Fee on file with the Department of Licensing. **The City of Vancouver will not be charged a tow fee under the**

contract from RFP 24-25 for any impounded vehicles, these rates/expenses are the responsibility of the vehicle/vessel owner See below for the current WSP rates which are subject to change:

Tow Rates for WSP Impounds Effective October 15, 2024 through October 14, 2025

Truck Rates (per hour)		
Class A&E	\$297.00	Rotator \$415.00
Class B	\$359.00	Rotator \$501.00
Class B-2 For class B-2 trucks, the 30,000 lbs. Gross Vehicle Weight Ratings (GVWR) or more with air brakes rates applies only if the vehicle being towed has a GVWR between 26,000 lbs. and 33,000 lbs.	\$482.00	Rotator \$673.00
Class C	\$622.00	Rotator \$873.00
Class S1	\$1,041.00	40+Ton Rotator
Class S	\$625.00	MIT Program Only

Storage Rate: \$75.00

Rotator Definition: A rotator tow truck is a heavy-duty vehicle featuring a 360-degree rotating boom on a turntable, enabling it to lift and maneuver large, heavy, or awkwardly positioned vehicles and equipment with maximum flexibility and stability. Key features include heavy lift capacity, multiple winch lines, and remote-controlled operation. Contractor does not have a rotator truck, however if services require a rotator truck Contractor would lease/contract a rotator truck if/when needed at the above rates.

Storage Rates Definition: This applies specifically to impounded vehicles. The \$75.00 Storage Rate is per 24 hour period (charged \$37.50 every 12 hours a vehicle remains impounded) and as stated above, the Storage Rate as well as the other Tow Rates for WSP Impounds are the responsibility of the vehicle/vessel owner, not the City.

Hourly Labor / After Hours Release: Extra RTTO driver/employee \$149.00 per hour. Based on one-half the current Class A Truck Rate; must include supporting documentation showing continuous employment.

Casual Labor: Charges based on cost (must have supporting documentation), plus 25% mark-up.

Auxiliary Equipment: Charges based upon actual cost of equipment (must have supporting receipt), plus 20% mark-up.

Handling and Disposing of Hazardous Materials: Charges based upon cost of handling and disposing (must have supporting documentation) plus 20% mark-up.

Extra Equipment/Manpower: Only the registered or legal owner of a vehicle or the officer in charge of the scene, where it is clearly apparent that additional manpower and/or auxiliary equipment is needed, can authorize extra labor or equipment as outlined in WAC 204-91A-140(d).



**CITY OF VANCOUVER
SERVICES AGREEMENT
No. C-102078
GENERAL AND EVIDENCE TOWING 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 Triple J Enterprises, Inc. (DBAs: Orchards Towing, Orchards Towing and Recovery, Triple J Towing, Triple J Emergency Towing, Anytime Towing) an S-Corporation organized under the laws of the State of Washington ("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 24-25 ("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 \$1,000,000.00 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.

City will limit compensation to the amount specified for each specific task and/or sub-task, unless amended in writing. Contractor shall complete the Services stated within the number of hours identified for each task, and/or sub-task, or for the lump sum amount associated with a task. If compensation is made on an hourly basis and the Services 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 Contractor underestimated the number of hours required to perform the Services, 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 services requested by City. All Deliverables (as defined in Section 6) must be acceptable to City in its sole discretion.

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, Daphne Harris, by email to daphne.harris@cityofvancouver.us, DL.CityVPDLogistics@cityofvancouver.us and accpay@cityofvancouver.us or by mail to City of Vancouver, Daphne Harris, 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 November 1, 2025 or Effective Date and continues until October 31, 2030. The total term 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	
	\$1,000,000

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
Email: anna.vogel@cityofvancouver.us

For the Contractor:
Michael Boyd
Triple J Enterprises, Inc.
5917 NE 121st AVE
Vancouver, WA 98682
Email: triplejtowing@comcast.net

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:
Triple J Enterprises, Inc. (DBAs:
Orchards Towing, Orchards Towing and
Recovery, Triple J Towing, Triple J
Emergency Towing, Anytime Towing)

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

This Agreement is for Citywide use. Towing drop-off locations will vary based on the department making the towing request. Towing drop-off locations include, but are not limited to the following locations:

- HART Tows: City Safe Stay Locations
 - Address will be provided by requester
- VPD Evidence Tows:
 - Officer will notify of tow location at the time of the call
- VPD Other Tows:
 - Officer will notify of tow location at the time of the call

Vehicles are categorized as follows:

- Light-duty towing (vehicles and equipment under 8,000 GVWR pounds): Including, but not limited to sedans, compact pick-ups, motorcycles, travel trailers, campers, and boats on trailers.
- Medium-duty towing (vehicles and equipment with 8,001 – 26,000 GVWR pounds): Including, but not limited to full size pick-ups, high cube vans, flatbed trucks, motorhomes, large boats on trailers, and RV vehicles.
- Heavy-duty towing (vehicles and equipment that exceed 26,001 GVWR pounds).
- Other towing and equipment use for emergent services as agreed upon by operator.
 - Lost loads such as:
 - Boats, on or off trailers, impeding traffic or other road hazard
- Vehicles and boats mounted on trailers must be invoiced as a single tow.

Services under this Agreement shall include the following vehicle categories for towing services for:

- Light-duty towing
- Medium-duty towing
- Heavy duty towing
- Other towing and equipment use

Conditions of Work

The City will require an itemized bill at the end of each month to pay for all towing services for that subsequent month.

For the purpose of this Agreement, **8:00 a.m. to 5:00 p.m./Monday through Friday** are considered “regular working hours” during which the “regular” towing charges shall apply. Towing services performed outside of these hours, or on weekends or holidays, shall be eligible for “after hours” rates. In establishing a “regular” or “after hours” fee for towing, the “starting time” will indicate the fee. For example, if the Contractor is called at 4:30 p.m. and delivers the vehicle at 6:00 p.m., the regular fee shall be in effect for the entire operation.

Response Times

Contractor shall be capable of responding to a call for service within 45 minutes to any location in the City (there may be times where requests must be expedited (respond to a call for service within 20 minutes) due to emergency (vehicle/vessel must be moved as soon as possible)). The response time shall be measured from the time of receipt of the call from the City to the dispatch of the towing company.

Note: Should Contractor be unable to meet the above specified time frame, it shall be Contractor’s responsibility to inform the City of this fact at the time the initial call is made.

The City reserves the right to call another towing firm if service is not provided within this time frame.

No Tow Situations

All reasonable attempts will be made by The City to notify the Contractor if a cancellation is necessary. No charges shall incur for a no tow if the tow driver arrives and there is no vehicle.

Identification

The Contractor’s tow trucks shall have the Contractor’s name painted on the sides. All drivers shall carry business cards in order that the City may provide the Contractor’s business card to the owner or driver of the towed vehicle.

Facilities

The Contractor shall provide a properly zoned, fenced, lighted storage area (primary and secondary lot) that shall provide adequate security. This must include a monitoring system, or an electronic alarm monitoring system, with 24/7 monitoring and adequate security fencing.

Vehicles shall not be stored at any location other than as recorded with and approved in writing by the City.

The Lot(s) Must Be Appropriately Zoned

The primary storage lot must be located within the geographical boundaries of the City or a maximum of two miles outside of the geographical boundaries of the City. If a secondary storage lot is proposed, it may be located beyond the physical limitation imposed above for the primary storage lot.

Towing Vehicles and Equipment

All tow vehicles shall meet the following specifications and include/carry the following equipment:

1. **Tow trucks shall be properly equipped for 7'0" clearance for the purpose of towing from a parking garage.** Tow trucks shall be equipped with marker lights and all other equipment as required.
2. There shall be a rotor beam or strobe –type light, amber in color, mounted on the wrecker in such a manner that it can be seen from the front, rear and both sides.
3. All trucks shall be equipped with a business type communication radio, which has been licensed and approved by the Federal Communications Commission. The mobile radio shall enable the tow truck operator to communicate with their area of operations from any point within the City.

Tools and Supplies

The following tools and supplies shall be available on each tow truck: 20-25 lbs. of oil absorbent “stay dry”; one (1) heavy duty street broom; one (1) shovel; dollies; scotch blocks; snatch block; screwdriver; minor hand tools; three (3) inch chain grade 70; cables and chains for inclement weather; four (4) tire blocks; one (1) gallon fuel; tools for vehicle maintenance (tire change); all weather wheels; 1-A 10 BC fire extinguisher; lock picking tools; two (2) amber revolving or flashing lights; one (1) air tank if no brakes (rollback exempt); and vest/garment to meet current federal standards.

Driver Requirements

All drivers towing vehicles/equipment shall have a valid Commercial Driver’s License (CDL) in their possession as required.

Drivers shall be adequately and properly trained in all aspects of operation of the tow vehicle.

Drivers shall be properly supervised, alert, and suitable to the work with no impairment from drugs or alcohol.

Damage Responsibility

The Contractor will be held liable for the costs to repair damage to all City requested towed vehicles and property caused by the Contractor, their employees or their equipment.

Repairs Prohibited

At no time shall the Contractor or their employees attempt to perform repairs on City requested towed vehicles or equipment. The Contractor will be held liable for the cost to repair damage to vehicles and equipment caused through repairs attempted. Towing service is all that is required under this Agreement.

Note: Vehicles may be started with a booster battery and cables if required and vehicle tires may be filled with compressed air supplied by the tow truck to allow mobility for loading or towing.

Supervision and Safety

The Contractor shall be responsible for the supervision and direction of the work performed by their employees.

The Contractor shall be responsible for instructing their employees in all safety measures. All equipment used by the Contractor shall be maintained in safe operating condition at all times, free from defects or wear which may in any way constitute a hazard to any vehicle being towed or any person or persons on City property. All electrical equipment will be properly grounded. All employees will wear proper personal protective equipment while working on a City requested towed vehicle or on City premises.

Records and Reports

The Contractor shall keep a complete record of all calls; including the exact time the tow vehicle was activated, the time of arrival at the scene, the exact location of the disabled vehicle, the time of arrival at the City facility, the beginning and ending odometer readings of the tow vehicle, and total miles traveled.

Contractor must comply with RCW 46.55

Outdoor storage space must be able to easily accommodate a minimum of three vehicles simultaneously, at no additional charge to the City.

Records

The Contractor shall maintain a master log of all vehicles towed, and a record of each vehicle towed under this contract showing the following:

- a. Location where the vehicle was picked up.
- b. Location where the vehicle was taken.
- c. The date and time of the pickup.
- d. Date and time of release.
- e. Make, model, color and year of vehicle.
- f. License plate number and state issue.
- g. Vehicle identification number.
- h. Name of individual that vehicle was released to.
- i. Notice of charges.
- j. Identity of the Contractor's driver providing towing service.
- k. Detail of all services and related charges assessed on the vehicle, including any owner/agent requested services.
- l. DR Number. The DR is not provided for towing of City vehicles or flat repair.

The Contractor shall maintain a record, either electronically or manually, that is easily separated from all other records the Contractor may keep, of each vehicle towed under this Agreement. The customer record file must include the master log, signed invoice and service fee listing and must be maintained alphabetically by last name or the Vehicle Identification Number. The invoice shall be presented to the customer upon the customer's request for the invoice.

Invoicing

Contractor must indicate on their invoices the type of tow being invoiced, such as (the City will have indicated when initially requesting the tow what type of tow service is being requested):

- HART tow
- VPD Evidence tow
- VPD Other tow
- Vehicle Unlock

EXHIBIT "B":
Fee Schedule

Services with * symbol will be explained further below.

SERVICES

Service	Description	Cost	Per Loaded Mile
<u>Jumpstart</u>	Within 10 miles of our mailing address	\$120	\$6.00 per mile outside the 10 miles
<u>Lockout</u>	Within 10 miles of our mailing address	\$120`	\$6.00 per mile outside the 10 miles
<u>Fuel Delivery</u>	Within 10 miles of our mailing address-5 gallons (\$6 Per gallon)	\$150	\$6.00 per mile outside the 10 miles

OTHER CHARGES

Service	Description	Cost	Per Loaded Mile
<u>*Wait/Standby Time</u>	Charged after twenty minutes on scene	\$25 per ¼ hr	
<u>*Dry Run Light Duty</u>	Within 20 miles of our mailing address-AFTER hours only	\$60	
<u>*Dry Run Medium Duty</u>	Within 20 miles of our mailing address-AFTER hours only	\$100	
<u>Dry Run Heavy Duty</u>	Within 20 miles of our mailing address-AFTER hours only	\$150	
<u>Inclement Weather</u>	Snowy conditions or compact snow or ice on the roadway	15% increase in tow hookup prices only	
<u>Extra Truck</u>	When warranted, a 2 nd truck will cost the same as base prices for the service provided	TBD	
<u>Extra Man</u>	Additional skilled labor-minimum 1 hour	\$75.00/hr	
<u>After Hours Increase</u>	Any services provided outside 8:00AM-5:00PM	25% increase in base price	
<u>Special Equipment</u>	To include dump trailer, forklift, skid steer, etc.	\$125/hr	

LIGHT DUTY VEHICLES

Service	Description	Cost
<u>Hookup-Wrecker</u>	Within 5 towed miles	\$140.00
<u>Loaded Miles Over 5</u>	First 5 miles free. Each loaded mile after 5	\$6.00
<u>Hookup Flatbed Tow</u>	Within 5 towed miles	\$160.00
<u>Chains on/off</u>	City provides chains, price includes two	\$100.00
<u>Tire Change</u>	Charged per tire	\$125.00
<u>Dollies</u>	If dollies needed for a wrecker tow	\$60.00
<u>Drivetrain Disconnect</u>		\$75.00
<u>Winching Hourly</u>	1 hour minimum then charged by quarter hour	\$160.00

MEDIUM DUTY VEHICLES

Service	Description	Cost
<u>Hookup Wrecker</u>	Within 5 towed miles	\$185.00
<u>Loaded Miles Over 5</u>	Loaded miles over 5	\$7.00
<u>Hookup Flatbed Tow</u>	Within 5 towed miles	\$205.00
<u>Chains on/off</u>	City provides chains, price includes two	\$150.00
<u>Drivetrain Disconnect</u>		\$100.00
<u>Winching Hourly</u>	1 hour minimum then charged by quarter hour	\$240.00

Additional Explanations:*Wait/Standby Time**

In the event the tow operator is waiting on scene to hook up the vehicle because we were called before they were ready for us, after twenty minutes on scene, we will charge \$25 per 15 minutes or part thereof. This includes standby time for any citizens securing loads or packing up their belongings after our operator is on scene.

Dry Run/No Tow Situations

This charge will only apply to after-hours calls. In the event the tow operator is called to a scene and cancelled after 15 minutes of the initial call from CRESA, we will charge a dry run fee.

Recreational Vehicles

Recreational vehicles include motorhomes, travel trailers, vessels and utility trailers. They will be billed according to their classification (light, medium or heavy duty). However, any recreational vehicles impounded under this Agreement AND fails to sell at our public auto auction, the City will be responsible for all associated disposal costs, including an additional tow to Rapid Response or a similar disposal facility.

Triple J Enterprises, Inc. will process any recreational vehicles that need to be impounded, through RFP #14-22 (C-100949 RFP 14-22 Towing Services) which our DBA, Orchards Towing, will continue to provide services for.

Impounded Vehicles

Any vehicles impounded to our lot under this Agreement will follow the Washington State Patrol Rates which are also congruent with our Official Rate Fee on file with the Department of Licensing. **The City will not be charged a tow fee under the contract from RFP 24-25 for any impounded vehicles, these rates/expenses are the responsibility of the vehicle/vessel owner.** See below for the current WSP rates which are subject to change:

Tow Rates for WSP Impounds Effective October 15, 2024 through October 14, 2025

Truck Rates (per hour)		
Class A&E	\$297.00	Rotator \$415.00
Class B	\$359.00	Rotator \$501.00
Class B-2		Rotator \$673.00
For class B-2 trucks, the 30,000 lbs. Gross Vehicle Weight Ratings (GVWR) or more with air brakes rates applies only if the vehicle being towed has a GVWR between 26,000 lbs. and 33,000 lbs.	\$482.00	
Class C	\$622.00	Rotator \$873.00
Class S1	\$1,041.00	40+Ton Rotator
Class S	\$625.00	MIT Program Only

Storage Rate: \$75.00

Rotator Definition: A rotator tow truck is a heavy-duty vehicle featuring a 360-degree rotating boom on a turntable, enabling it to lift and maneuver large, heavy, or awkwardly positioned vehicles and equipment with maximum flexibility and stability. Key features include heavy lift capacity, multiple winch lines, and remote-controlled operation.

Contractor does not have a rotator truck, however if services require a rotator truck Contractor would lease/contract a rotator truck if/when needed at the above rates.

Storage Rates Definition: This applies specifically to impounded vehicles. The \$75.00 Storage Rate is per 24 hour period (charged \$37.50 every 12 hours a vehicle remains impounded) and as stated above, the Storage Rate as well as the other Tow Rates for WSP Impounds are the responsibility of the vehicle/vessel owner, not the City.

Hourly Labor / After Hours Release: Extra RTTO driver/employee \$149.00 per hour. Based on one-half the current Class A Truck Rate; must include supporting documentation showing continuous employment.

Casual Labor: Charges based on cost (must have supporting documentation), plus 25% mark-up.

Auxiliary Equipment: Charges based upon actual cost of equipment (must have supporting receipt), plus 20% mark-up.

Handling and Disposing of Hazardous Materials: Charges based upon cost of handling and disposing (must have supporting documentation) plus 20% mark-up.

Extra Equipment/Manpower: Only the registered or legal owner of a vehicle or the officer in charge of the scene, where it is clearly apparent that additional manpower and/or auxiliary equipment is needed, can authorize extra labor or equipment as outlined in WAC 204-91A-140(d).

Staff Report: 213-25

To: Mayor and City Council
From: City Manager
Date: October 20, 2025

Subject

RFP 25-25: Award Contract - Rapid Response Bio Clean Inc. to Perform Abatement of Biohazardous Materials from Derelict Recreational Vehicles (RVs)

Key Points

The number of abandoned RVs on public property has increased significantly, leading to environmental, public health, and safety concerns.

Strategic Plan Alignment

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

Present Situation

For the past several years, the number of abandoned recreational vehicles (RVs) on public property has significantly increased. These derelict RVs pose numerous environmental and public health hazards, including the presence of sewage, human waste, hazardous chemicals, and attracting illegal dumping. These also contribute to neighborhood nuisances and safety concerns. To address these issues, the Vancouver Police Department (VPD) issued a Request for Proposal (RFP), (RFP 25-25 Recreational Vehicle (RV) Storage, Testing, Abatement, Remediation, and Demolition Services), seeking a qualified contractor to provide comprehensive RV abatement services. Rapid Response Bio Clean Inc. was selected through this competitive process.

The proposed contract will be for a 5-year term beginning November 1, 2025, and expires October 31, 2030, with the option to extend an additional five years. The total cost of services will exceed the \$300,000 threshold over the life of the contract. In addition to approving the contract, VPD is requesting to set the contract amount to \$1,400,000 through the five-year contract term. This proactive approach will minimize the need to return to Council for contract amendments, saving staff time and ensuring continuity of services.

Advantage(s)

1. Enables the City to continue abating biohazardous materials from derelict RVs, supporting cleaner, safer neighborhoods and public spaces.
2. Reduces the need for mid-contract amendments, improving efficiency.

Challenge(s)

None

Budget Impact

None. Appropriation was approved through the Biennial Budget.

Prior Council Review

None

Action Requested

On Monday, October 20, 2025, authorize the City Manager, or designee, to execute a professional services agreement, from RFP 25-25 Recreational Vehicle (RV) Storage, Testing, Abatement, Remediation, and Demolition Services, between the City of Vancouver and Rapid Response Bio Clean Inc. for an estimated amount not to exceed \$1,400,000; authorize the City Manager, or designee, to take any legal action necessary to enforce the terms of the same.

Staff Contact

Daphne Harris, Police Business Services Manager, daphne.harris@cityofvancouver.us

Attachments:

1. C-102079 RFP 25-25 Services Contract_Final Draft



**CITY OF VANCOUVER
SERVICES AGREEMENT**

No. C-102079

**RECREATIONAL VEHICLE (RV) STORAGE, TESTING, ABATEMENT, REMEDIATION, AND
DEMOLITION 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 Rapid Response Bio Clean Inc. (DBA: Synergy Environmental) a S-Corporation organized under the laws of the State of Oregon ("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 25-25 ("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 \$1,400,000.00 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.

City will limit compensation to the amount specified for each specific task and/or sub-task, unless amended in writing. Contractor shall complete the Services stated within the number of hours identified for each task, and/or sub-task, or for the lump sum amount associated with a task. If compensation is made on an hourly basis and the Services 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 Contractor underestimated the number of hours required to perform the Services, 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 services requested by City. All Deliverables (as defined in Section 6) must be acceptable to City in its sole discretion.

- 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, Daphine Harris, by email to daphine.harris@cityofvancouver.us and accpay@cityofvancouver.us or by mail to City of Vancouver, Daphine Harris, 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 November 1, 2025 or Effective Date and continues until October 31, 2030. The Parties may agree in writing to renew the Agreement up to 5 additional years. However, the total term, including any renewal(s), shall not exceed ten 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

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
Email: anna.vogel@cityofvancouver.us

For the Contractor:
Siri Miller
Rapid Response Bio Clean Inc.
(DBA: Synergy Environmental)
2017 NW Vaughn Street
Portland, OR 97296
Email: procurement@rrbc-inc.com

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:

Rapid Response Bio Clean Inc.
(DBA: Synergy Environmental)

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

Contractor shall provide services for complete recreational vehicle and/or modified RV, trailer or RV-like structure (RVs) storage, testing, abatement, remediation and demolition services. VPD will arrange for the transportation of RVs delivered for service including:

- a. **Secure Storage:** A secure storage lot for RVs to be delivered and stored pending testing, remediation and dismantling.
- b. **Secure Storage of Personal Property:** found within RVs.
- c. **Provide Testing & Remediation:** The following list covers testing and remediation: Sampling and testing for asbestos and other hazards, and remediation of asbestos, other found hazards including any biohazard materials (including, but not limited to black and grey water tanks, tires and hypodermic needles (sharps) biological waste), general trash, propane tanks, and vehicle fluids (fuel), Freon containing items (mini fridge, freezer), mercury switches.
- d. **Provide Dismantling and Disposal/Recycling:** Whenever practicable, materials from demolished RVs may be recycled. RVs and structures will be demolished to prevent reinsertion in Vancouver streets, city property, and neighborhoods.
 1. The dismantler is expected to accept all RV's delivered and vehicles are dismantled in accordance with applicable laws and shall provide the City with a copy of DMV **Form 735-270** for each RV processed.
 2. RVs delivered by the City to the contractor shall not be sold, repaired, or restored.
 3. Dismantled materials will become property of the contractor and contractor is responsible for appropriate disposal or recycling.

Contractor will perform the tasks listed below for this project. Contractor shall work closely with designated City of Vancouver personnel to accomplish goals and perform the tasks.

- a. There will be no "waiting period" for the vehicles delivered for service.
- b. Contractor would have both the correct machinery to demolish and properly recycle large scrap, and have enough land or lot space to hold between an estimated 10 and 20 RVs for staging to demolition;
- c. Contractor will have a dismantlers license;
- d. Contractor will have the proper certification to identify, test, and abate asbestos and properly dispose of mercury found in some vehicles;

- e. Contractor shall generate monthly itemized statements showing type of services provided per unit, and at what cost to the City when requested by City of Vancouver personnel;
- f. City's tow contractor shall provide contractor/dismantler with sufficient title/ownership documents for each RV delivered.

Objectives and Deliverables

Deliverables shall be considered those tangible resulting work products which are to be delivered to the City of Vancouver such as reports, draft documents, and data. Deliverables and schedule for this project shall include:

- a. A log of record for every RV towed and serviced at contractor's facility that includes detailed description of the task order listing every service provided for that RV up to demolition.
- b. DMV records filed for the vehicles shall be produced on demand.

All deliverables and resulting work products from this contract will become the property of the City of Vancouver.

EXHIBIT "B":
Fee Schedule

Table 1:

**RECREATIONAL VEHICLE (RV) STORAGE, TESTING, ABATEMENT, REMEDIATION, AND
DEMOLITION SERVICES**

Recreational Vehicle (RV) WITHOUT Asbestos

Linear Foot (LF), Bumper-to-Bumper		
DESCRIPTION*	UNIT	PRICE
RV's approximately 0 to 6 LF	EACH	\$ 99.00 per linear foot
RV's approximately 6 to 10 LF	EACH	\$ 99.00 per linear foot
RV's approximately 10 LF and above	EACH	\$ 99.00 per linear foot
*According to RVIA Standards		
Extract Sample(s)	EACH	\$ 175.00
Test Sample(s)	EACH	\$ 50.00

Table 2:

**RECREATIONAL VEHICLE (RV) STORAGE, TESTING, ABATEMENT, REMEDIATION, AND
DEMOLITION SERVICES**

Recreational Vehicle (RV) POSITIVE for Asbestos

Linear Foot (LF), Bumper-to-Bumper		
DESCRIPTION*	UNIT	PRICE
RV's approximately 0 to 6 LF	EACH	\$99.00 per linear foot
RV's approximately 6 to 10 LF	EACH	\$99.00 per linear foot
RV's approximately 10 LF and above	EACH	\$99.00 per linear foot
*According to RVIA Standards		
Extract Sample(s)	EACH	\$175.00
Test Sample(s)	EACH	\$ 50.00
Remediation of asbestos	ALL	\$1,025.00 per RV

For RVs WITH or WITHOUT Asbestos, length charge (per LF) will include the frame (hitch, motor / crank assembly, chassis).

Staff Report: 214-25

To: Mayor and City Council
From: City Manager
Date: October 20, 2025

Subject

Interlocal Agreement - City of Vancouver and Clark County Street Imagery Software Platform - Cyclomedia

Key Points

- The Clark County Assessor's Office has contracted with Cyclomedia to provide street-level imagery and topographic data that the County uses to perform residential property valuations.
- This same data can be used for a variety of municipal purposes, including transportation asset inventory and evaluation of physical attributes of various transportation assets including curb ramps and sidewalks.
- Clark County has already obtained data for all areas of the City east of I-205 and will share that data at no cost to the City.
- The City will partner with Clark County at a 50% reimbursement for the cost of collecting data for the remainder of the City west of I-205.

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

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

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

Present Situation

The Clark County Assessor's office has contracted with Cyclomedia, a company that provides street-level imagery and topographic data that can be used for a variety of purposes. The County is using this platform to conduct residential property valuations from a computer desktop environment, reducing the frequency and cost of field work. Having reviewed the data attributes and based on multiple discussions with the County and the software vendor, the City has determined that this data platform can also be used to inventory transportation-related assets, including street signs, streetlights, traffic signals, sidewalks and curb ramps. We can also use the topographic features of the data to obtain field measurements of various transportation elements, including roadway widths, lane widths, and sidewalk widths and slopes.

This data can also be used to take measurements of existing curb ramps to determine if the ramp meets the minimum geometric requirements of the Americans with Disabilities Act. All of this inventory and measurement work can be done at a desktop computer, enabling staff to quickly perform tasks that normally would require field work without having to go into the field. This will

greatly reduce the staff costs for a variety of tasks we perform on a regular basis. The anticipated cost to the City is \$40,000.

Advantage(s)

1. Enables City staff to more efficiently build inventories of various transportation assets that can be embedded in our geographic information systems platform for improved asset management.
2. This platform allows staff to quickly evaluate field conditions without having to travel to the field.
3. Better facilitates the process for preliminary design of transportation asset improvements.

Challenge(s)

Staff will need some initial training in the use of the software platform, although given its similarity to other platforms such as Google Maps and the City's current GIS platform, this is anticipated to be negligible.

Budget Impact

The cost for the City's share of the data collection is currently budgeted in the department's Transportation Design Engineering professional services fund - 102 CC0179:SC0053.

Prior Council Review

There has been no prior Council review in regards to this proposal.

Action Requested

On Monday, October 20, 2025, authorize the City Manager, or designee, to finalize and execute the proposed Interlocal Agreement with Clark County for cost sharing in the acquisition of street imagery data from Cyclomedia.

Staff Contact

Ryan Lopossa, Streets and Transportation Manager, ryan.lopossa@cityofvancouver.us

Attachments:

1. Interlocal Agreement - Cyclomedia street level imagery - City of Vancouver Final

INTERLOCAL AGREEMENT BETWEEN CLARK COUNTY ASSESSOR AND THE CITY OF VANCOUVER FOR COST SHARING OF CYCLOMEDIA STREET-LEVEL IMAGERY

THIS IS AN INTERLOCAL AGREEMENT between the City of Vancouver, WA (“City”) and the Clark County Assessor (“Assessor”) in which the City and Assessor agree to share access to street-level imagery, associated services and costs resulting from services from Cyclomedia Technology Inc (“Vendor”).

WHEREAS, pursuant to RCW 39.34.080, one or more public agencies may contract with one another to perform governmental services which each itself is, by law, authorized to perform; and

WHEREAS, pursuant to RCW 39.26.060, local governments may participate in cooperative purchasing agreements for contracts entered through a competitive solicitation process; and

WHEREAS, the Assessor issued RFP #855 and awarded a contract to the Vendor on August 17, 2023 to provide street-level imagery services; and

WHEREAS, the Assessor received access to street-level imagery collected by the Vendor for portions of Camas, Washougal, and East Vancouver; and

WHEREAS, the Assessor amended the contract with the Vendor to capture additional street-level imagery services on January 5, 2024; and

WHEREAS, the Assessor agrees to share previously collected street-level imagery with the City at no additional cost; and

WHEREAS, the City and the Assessor desire to establish a mechanism by which the City and Assessor may share the cost of additional street-level imagery captures for agreed upon areas within Clark County.

NOW THEREFORE, IT IS AGREED AS FOLLOWS:

1. Purpose.

The purpose of this Agreement is to establish a mechanism by which the Assessor shall share previously captured street-level imagery with the City at no additional cost, and for the City and Assessor to equally share the Vendor’s cost to capture additional street-level imagery for the agreed upon area(s). The Vendor’s license renewal fees for maintenance and support of previously captured imagery may also be shared by the parties for the approved area(s) if agreed upon. Additional professional service costs or fees separately negotiated with the Vendor by either the Assessor or the City are not included under the terms of this cost sharing Agreement.

2. Term.

Participation in this Agreement is a commitment for the duration while the City and Assessor continue to contract professional services with the Vendor. Participation requires the City and Assessor to each obtain and pay for a primary End User License Agreement (EULA) with the Vendor. Notwithstanding that commitment, this Agreement may be terminated pursuant to the terms of Paragraph 7 of this Agreement.

3. Cost Sharing.

The Assessor and City costs to be shared under this Agreement shall be calculated at 50% of the Vendor's quoted price. The Vendor's price per mile is multiplied by the number of miles driven to capture the street-level imagery for the agreed upon area(s). The costs for the Vendor's license renewal fees may also be shared at 50% for the Assessor and City for the agreed upon area(s). Additional professional service costs or fees separately negotiated with the Vendor by either the Assessor or the City are not included under the terms of this cost sharing Agreement.

Vendor's current fees include:

Capture and license fees

Tier 1, from 300 to 999 drive miles	\$150 per mile
Tier 2, from 1000 to 2499 drive miles	\$135 per mile
Tier 3, from 2500+ drive miles	\$100 per mile

Vendor license renewal fees

Applies in years when customer(s) decide not to capture new data/imagery
Number of previously captured drive miles \$10 per mile

Optional services

Elevation Tool	\$5 per mile
Point Cloud Viewer	\$10 per mile

4. Cost Sharing: Invoicing and Payment.

The Vendor will invoice the Assessor and City for their respective portion(s) of the total costs as identified in Paragraph 3 of this Agreement. The Assessor and City are each responsible for payment of their portion of the Vendor's invoice and cost for services provided.

5. Dispute Resolution.

In the event the Assessor or the City disputes any portion of an invoice, each party shall promptly notify the other and the Vendor in writing of the disputed portion within 30 days of the date of the invoice.

6. Governing Law.

This Agreement shall be governed by the laws of the State of Washington. Venue for any litigation shall be Clark County, Washington.

7. Termination.

The Assessor or the City may terminate this Agreement upon 45 days written notice to the other party.

8. Indemnification.

The Assessor and City shall defend, protect and hold harmless the other party from and against all claims, suits and/or other actions arising from any negligent or intentional act or omission of that party's employees, agents and/or authorized subcontractor(s) while performing this Agreement. Neither the Assessor nor City assumes responsibility to the other party for the consequences of any act or omission of any person, entity, firm or corporation not a party to this Agreement.

9. Amendment.

The Assessor and City may amend this Agreement by mutual written agreement by personnel authorized to sign on behalf of each jurisdiction.

10. Entire Agreement.

This Agreement constitutes the entire agreement between parties, superseding all previous written and oral contracts and agreements on this subject.

Cost sharing agreement for street-level imagery

This agreement shall be effective on the date last signed.

City of Vancouver, WA

By: _____
Lon Pluckhahn
City Manager

Date: _____

Approved as to Form Only

By: _____
Nena Cook
City Attorney

Attest

By: _____
Natasha Ramras
City Clerk

Clark County Assessor

By: _____
Peter Van Nortwick
Clark County Assessor

Date: _____

Approved as to Form Only

By: _____
Amber Smith
Deputy Prosecuting Attorney
Civil Division

To: Mayor and City Council
From: City Manager
Date: October 20, 2025

Subject

Approval of Claim Vouchers

Action Requested

Approve claim vouchers for October 20, 2025.

Attachments:

1. October 20, 2025 Claims

VOUCHER APPROVAL

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

\$ 11,510,506.80 this 20th day of October 2025.

MAYOR

Cyndi A. Turner

Digitally signed by Cyndi A.
Turner
Date: 2025.10.13 10:38:22 -07'00'

AUDITING OFFICER

COUNCILMEMBER

COUNCILMEMBER

DATE	INCLUSIVE CHECK NUMBERS	CHECK TOTAL
October 6, 2025 - October 12, 2025	Accounts Payable Checks (see attached)	\$ 7,014,366.54
October 6, 2025 - October 12, 2025	Hansen City Payments (see attached)	\$ 96,195.10
October 6, 2025 - October 12, 2025	Visa Refunds (see attached)	\$ 1,327.00
October 6, 2025 - October 12, 2025	Payroll Checks (see attached)	\$ 4,398,618.16
TOTAL		\$ 11,510,506.80

INVOICE PAYMENTS REPORT

<u>Category</u>	<u>Type</u>	<u>Transaction Reference</u>	<u>Date</u>	<u>Amount</u>	<u>Payment Payee</u>	<u>Memo</u>
Supplier Payment	Check	27778	10/8/2025	554.85	Accurate Corporate Services Inc	
Supplier Payment	Check	27779	10/8/2025	4,387.50	Afghan Associates Inc	
Supplier Payment	Check	27780	10/8/2025	74.64	Airgas, Inc	
Supplier Payment	Check	27781	10/8/2025	8,349.40	A-Line Asphalt Maintenance Inc	
Supplier Payment	Check	27782	10/8/2025	37,527.85	Allcon LLC	
Supplier Payment	Check	27783	10/8/2025	798.00	Allegheny Answering Services	
Supplier Payment	Check	27784	10/8/2025	20,718.50	Allegis Group Holdings Inc - Remit-To: TekSystems Inc - Atlanta	
Supplier Payment	Check	27785	10/8/2025	1,791.56	Alvarez & Marsal Valuation Services Inc	
Supplier Payment	Check	27786	10/8/2025	647.36	Andy Kapana	
Supplier Payment	Check	27787	10/8/2025	5,145.96	Arborscape Ltd Inc	
Supplier Payment	Check	27788	10/8/2025	1,470.44	Cellco Partnership - Remit-To: Cellco - Dallas	
Supplier Payment	Check	27789	10/8/2025	8,242.06	CFM Strategic Communications, Inc.	
Supplier Payment	Check	27790	10/8/2025	782.27	Chicago Title Company of WA	
Supplier Payment	Check	27791	10/8/2025	4,356.00	City Bark & Recycling LLC	
Supplier Payment	Check	27792	10/8/2025	201.00	City of Vancouver - Remit-To: COV Main	
Supplier Payment	Check	27793	10/8/2025	2,507.45	Clark County - Remit-To: Clark County - Treasurer Vancouver	
Supplier Payment	Check	27794	10/8/2025	6,395.21	Columbia Resource Company	
Supplier Payment	Check	27795	10/8/2025	18,962.77	Columbia Resource Company	
Supplier Payment	Check	27796	10/8/2025	2,015.50	Community Foundation for Southwest Washington	
Supplier Payment	Check	27797	10/8/2025	316.88	Core and Main LP - Remit-To: Core and Main LP	
Supplier Payment	Check	27798	10/8/2025	545.00	CyberSource Corporation - Remit-To: CyberSource - Los Angeles	
Supplier Payment	Check	27799	10/8/2025	18,809.07	Datec Inc	
Supplier Payment	Check	27800	10/8/2025	189.59	Dex Media West	
Supplier Payment	Check	27801	10/8/2025	50,000.00	Evergreen Habitat for Humanity	
Supplier Payment	Check	27802	10/8/2025	45,427.28	GBD Architects	
Supplier Payment	Check	27803	10/8/2025	917.50	Groundwater Solutions, Inc.	
Supplier Payment	Check	27804	10/8/2025	22,629.82	Harper Houf Peterson Righellis Inc	
Supplier Payment	Check	27805	10/8/2025	13,280.15	Hispanic Metropolitan Chamber	
Supplier Payment	Check	27806	10/8/2025	13,292.37	Infor Public Sector, Inc - Remit-To: InforPublic Sector, Inc	
Supplier Payment	Check	27807	10/8/2025	257.90	J-2 Blueprint Supply Co.	
Supplier Payment	Check	27808	10/8/2025	1,468.80	Jamestown Networks	
Supplier Payment	Check	27809	10/8/2025	1,447.17	Lakeside Industries Inc - Remit-To: Lakeside - LB Seattle	
Supplier Payment	Check	27810	10/8/2025	190.40	Mark IV Enterprises Inc	
Supplier Payment	Check	27811	10/8/2025	1,575.00	Message Gears LLC	
Supplier Payment	Check	27812	10/8/2025	380.80	Mini Mix Concrete Inc	
Supplier Payment	Check	27813	10/8/2025	6,882.79	Municipal Emergency Services Inc - Remit-To: Municipal Emergency Services - Chicago	
Supplier Payment	Check	27814	10/8/2025	5,209.82	Northwest Natural Gas Company - Remit-To: NW Natural - Portland	
Supplier Payment	Check	27815	10/8/2025	11,523.90	Parkeon	
Supplier Payment	Check	27816	10/8/2025	14,944.99	PPC Solutions Inc	
Supplier Payment	Check	27817	10/8/2025	8,900.28	Ready Rebound, Inc.	
Supplier Payment	Check	27818	10/8/2025	30,406.34	Ron Turley Associates	

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<u>Category</u>	<u>Type</u>	<u>Transaction Reference</u>	<u>Date</u>	<u>Amount</u>	<u>Payment Payee</u>	<u>Memo</u>
Supplier Payment	Check	27819	10/8/2025	56,109.78	S&B Inc	
Supplier Payment	Check	27820	10/8/2025	5,755.80	SafeFire LLC	
Supplier Payment	Check	27821	10/8/2025	8,600.00	Salmon Creek Koelsch Operations LLC	
Supplier Payment	Check	27822	10/8/2025	57,262.00	Scott Edwards Architecture LLP	
Supplier Payment	Check	27823	10/8/2025	7,616.00	SEA-WESTERN, INC.	
Supplier Payment	Check	27824	10/8/2025	146.89	Security Contractors Services	
Supplier Payment	Check	27825	10/8/2025	163.00	SiteCrafting Inc	
Supplier Payment	Check	27826	10/8/2025	5.05	State of Oregon Department of Transportation - Remit-To: OR DMV - Salem	
Supplier Payment	Check	27827	10/8/2025	0.92	State of Washington Department of Licensing - Remit-To: Notary Public Program	
Supplier Payment	Check	27828	10/8/2025	1,606.07	State of Washington Department of Natural Resources - Remit-To: Dept of Natural Resources - Box 47041	
Supplier Payment	Check	27829	10/8/2025	946.00	State of Washington State Patrol	
Supplier Payment	Check	27830	10/8/2025	7.45	Stericycle Inc - Remit-To: Shred-It	
Supplier Payment	Check	27831	10/8/2025	21,675.00	Summit Law Group	
Supplier Payment	Check	27832	10/8/2025	5,085.50	Terraphase Engineering Inc.	
Supplier Payment	Check	27833	10/8/2025	1,050.00	Thomas Baird	
Supplier Payment	Check	27834	10/8/2025	45.00	Totalsir LLC	
Supplier Payment	Check	27835	10/8/2025	648.45	Triple J Enterprises, Inc.	
Supplier Payment	Check	27836	10/8/2025	1,870.00	United States Postal Service - Remit-To: United States Postal Service Caples	
Supplier Payment	Check	27837	10/8/2025	4,787.33	Univar Solutions USA Inc - Remit-To: Supplier Univar Solutions USA Inc	
Supplier Payment	Check	27838	10/8/2025	1,320.22	Vancouver Granite Works Inc	
Supplier Payment	Check	27839	10/8/2025	109.14	Vestis Group, Inc - Remit-To: Vestis - Pasadena	
Supplier Payment	Check	27840	10/8/2025	397.12	W.B. Sprague Co. Inc.	
Supplier Payment	Check	27841	10/8/2025	355.53	Walter E Nelson Company	
Supplier Payment	Check	27842	10/8/2025	2,103.75	Water Systems Consulting Inc	
Supplier Payment	Check	27843	10/8/2025	7,277.50	WELL Cogir Tenant III LLC	
Supplier Payment	Check	27844	10/8/2025	14,540.11	Wex Bank	
Supplier Payment	Check	27845	10/8/2025	45,386.00	Willis Towers Watson Insurance Services West inc	
Supplier Payment	Check	27846	10/8/2025	64,224.09	WSP USA Inc. - Remit-To: WSP USA Inc. Dallas	
Supplier Payment	Check	27847	10/8/2025	1,083.68	Yakima County	
Supplier Payment	Check	27848	10/8/2025	2,282.68	Zayo Group Holding Inc - Remit-To: Zayo Group Holding Inc	
Miscellaneous Payment	Check	27849	10/8/2025	100.00	Arnada Neighborhood Association	2025 Resource Conservation Challenge
Miscellaneous Payment	Check	27850	10/8/2025	476.00	Begin Again, PLLC	Refund Business License Fees
Miscellaneous Payment	Check	27851	10/8/2025	100.00	Carter Park Neighborhood Association	2025 Resource Conservation Challenge
Miscellaneous Payment	Check	27852	10/8/2025	500.00	Cirilo Zuñiga	Damage deposit refund
Miscellaneous Payment	Check	27853	10/8/2025	7,584.29	Clark County Emergency Medical Services District #2	Liquidated damages for June 2025 failure to comply with response time requirements in the P 1/2 HD and P 3/4 LD categories.

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<u>Category</u>	<u>Type</u>	<u>Transaction Reference</u>	<u>Date</u>	<u>Amount</u>	<u>Payment Payee</u>	<u>Memo</u>
Miscellaneous Payment	Check	27854	10/8/2025	20.97	EDGEFI	Refund parking permit no longer needed
Miscellaneous Payment	Check	27855	10/8/2025	476.00	EVERGREEN SNF HEALTHCARE LLC	Refund duplicate Business License
Miscellaneous Payment	Check	27856	10/8/2025	100.00	Hough Neighborhood Association	2025 Resource Conservation Challenge
Miscellaneous Payment	Check	27857	10/8/2025	323.67	John Acorda	CMI-378134 (jobsite: 11202 NE 20th ST Units 7 and 8, Vancouver, WA)
Miscellaneous Payment	Check	27858	10/8/2025	91.00	JOHN ROBERTSON	Requested refund within refund policy guidelines before class started
Miscellaneous Payment	Check	27859	10/8/2025	160.00	NWCAVE	Rental Refund per Sean D
Miscellaneous Payment	Check	27860	10/8/2025	11.00	SHERWIN WILLIAMS	Refund overpayment to INV#77079122
Miscellaneous Payment	Check	27861	10/8/2025	100.00	Shumway Neighborhood Association	2025 Resource Conservation Challenge
Miscellaneous Payment	Check	27862	10/8/2025	116.13	TeamLogic IT	Refund Parking permit no longer needed. COV13832
Miscellaneous Payment	Check	27863	10/8/2025	40.00	Walgreens #7226	Refund - alarm billing inv#99483991/99489006
Ad Hoc Payment	Check	27864	10/8/2025	321.59	Altergott,Kristin	5002 NE 41ST CT ,VANCOUVER,WA,98661
Ad Hoc Payment	Check	27865	10/8/2025	274.52	Amanda or Heather Lancaster	6103 NE 54TH ST ,VANCOUVER,WA,98661
Ad Hoc Payment	Check	27866	10/8/2025	124.72	Atkinson,Martha	19512 SE 10TH ST ,CAMAS,WA,98607
Ad Hoc Payment	Check	27867	10/8/2025	118.88	Bradley or Jessica Cole	10902 NE 79TH CIR ,VANCOUVER,WA,98662
Ad Hoc Payment	Check	27868	10/8/2025	460.98	Chester,Ramona	2220 NE BRENDAN CIR ,VANCOUVER,WA,98663
Ad Hoc Payment	Check	27869	10/8/2025	261.10	Ciobanu,Veniamin or Svetlana	13417 NE 51ST ST ,VANCOUVER,WA,98682
Ad Hoc Payment	Check	27870	10/8/2025	119.62	Collentine,Silas	Utility Refunds: 0031029400-03
Ad Hoc Payment	Check	27871	10/8/2025	187.14	Daniel Miller or Rowena Constantino Miller	16103 NE 102ND WAY ,VANCOUVER,WA,98682
Ad Hoc Payment	Check	27872	10/8/2025	7.53	Davis,Matthew A	4416 SE 185TH CT ,VANCOUVER,WA,98683
Ad Hoc Payment	Check	27873	10/8/2025	27.34	Devena,Jessica	2208 E 32ND ST ,VANCOUVER,WA,98663
Ad Hoc Payment	Check	27874	10/8/2025	12.46	Dorothy or Gordon Trunkay	1905 SE 97TH AVE ,VANCOUVER,WA,98664
Ad Hoc Payment	Check	27875	10/8/2025	294.90	Elizabeth or Christopher Acton	16317 NE 77TH CIR ,VANCOUVER,WA,98682
Ad Hoc Payment	Check	27876	10/8/2025	172.66	Franco,Ramiro or Maria	15801 NE 85TH ST ,VANCOUVER,WA,98682
Ad Hoc Payment	Check	27877	10/8/2025	322.00	Grew,Mark	221 NE 176TH AVE ,VANCOUVER,WA,98684
Ad Hoc Payment	Check	27878	10/8/2025	285.93	Huff,Teri	16600 NE 80TH ST ,VANCOUVER,WA,98682
Ad Hoc Payment	Check	27879	10/8/2025	48.48	Jensen,Sherri	15608 NE 89TH ST ,VANCOUVER,WA,98682
Ad Hoc Payment	Check	27880	10/8/2025	236.42	Jerome Galbraith or Inga Magdziak-Galbraith	1610 SE 186TH PL ,VANCOUVER,WA,98683
Ad Hoc Payment	Check	27881	10/8/2025	94.00	Judith or Terry Byrnes	4708 NE CRESTON AVE ,VANCOUVER,WA,98663
Ad Hoc Payment	Check	27882	10/8/2025	262.13	Karen Simmons Ayala or Mark Simmons	8908 NE 60TH ST ,VANCOUVER,WA,98662
Ad Hoc Payment	Check	27883	10/8/2025	142.34	Kelly,Nathan	Utility Refunds: 0017046000-06
Ad Hoc Payment	Check	27884	10/8/2025	135.85	Kerrie or Richard Rios	17146 SE 23RD DR ,VANCOUVER,WA,98683
Ad Hoc Payment	Check	27885	10/8/2025	172.60	Kylee Jerome or Brandon Yale	14914 NE 44TH CIR ,VANCOUVER,WA,98682
Ad Hoc Payment	Check	27886	10/8/2025	105.61	Lauren Wallace or Louis Lefebvre	3414 UNANDER AVE ,VANCOUVER,WA,98660
Ad Hoc Payment	Check	27887	10/8/2025	117.78	Legacy Rentals LLC	6004 NE 76TH AVE ,VANCOUVER,WA,98662
Ad Hoc Payment	Check	27888	10/8/2025	61.88	Mazour,Rodney V	2308 SE BALBOA DR ,VANCOUVER,WA,98683

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Ad Hoc Payment	Check	27889	10/8/2025	155.74	Nguyen,Dao or Thanh	11815 NE 103RD ST VANCOUVER,WA,98682
Ad Hoc Payment	Check	27890	10/8/2025	24.48	OD Labs Property	7801 NE 100TH CIR VANCOUVER,WA,98662
Ad Hoc Payment	Check	27891	10/8/2025	102.62	Pyramid Homes Inc	4578 NE NICHOLSON LOOP VANCOUVER,WA,98661
Ad Hoc Payment	Check	27892	10/8/2025	343.34	Real Wise Property Management	3312 T ST VANCOUVER,WA,98663
Ad Hoc Payment	Check	27893	10/8/2025	27.69	Riley or Jenna Henricks	116 NE 89TH AVE VANCOUVER,WA,98664
Ad Hoc Payment	Check	27894	10/8/2025	189.66	SJFJ Washington Properties Llc	3312 T ST VANCOUVER,WA,98663
Ad Hoc Payment	Check	27895	10/8/2025	227.47	Smith,Robin	10715 NE 144TH AVE VANCOUVER,WA,98682
Ad Hoc Payment	Check	27896	10/8/2025	267.20	Tapani Inc	123 HYDRANT AVE VANCOUVER,WA,98664
Ad Hoc Payment	Check	27897	10/8/2025	121.00	The Briggs Revocable Living Trust	7824 NE LOOWIT LOOP VANCOUVER,WA,98662
Ad Hoc Payment	Check	27898	10/8/2025	466.46	The Kenneth R Rolla Trust	5315 UTAH ST VANCOUVER,WA,98661
Ad Hoc Payment	Check	27899	10/8/2025	31.87	Thorsen,Sue C	3410 E 11TH ST VANCOUVER,WA,98661
Ad Hoc Payment	Check	27900	10/8/2025	90.88	Treich,Jaikob	13802 NE 33RD CIR VANCOUVER,WA,98682
Ad Hoc Payment	Check	27901	10/8/2025	325.73	Turlay,Stephanie S	2211 NE 157TH AVE VANCOUVER,WA,98684
Ad Hoc Payment	Check	27902	10/8/2025	393.41	Valeriy or Zinaida Sassa	9911 NE 69TH ST VANCOUVER,WA,98662
Ad Hoc Payment	Check	27903	10/8/2025	139.16	Valseca,Elizabeth	Utility Refunds: 0116020300-04 - Replaces Escheated Check 6635
Ad Hoc Payment	Check	27904	10/8/2025	768.22	Vernon or Janice Young	3007 NE 165TH PL VANCOUVER,WA,98682
Supplier Payment	Check	27905	10/10/2025	5,526.65	Aflac	
Supplier Payment	Check	27906	10/10/2025	6,090.47	AFSCME Local #307	
Supplier Payment	Check	27907	10/10/2025	2,533.50	Chapter 13 - Trustee	
Supplier Payment	Check	27908	10/10/2025	491.00	Hawaii SDU	
Supplier Payment	Check	27909	10/10/2025	780.65	IAM Local #1374	
Supplier Payment	Check	27910	10/10/2025	8,744.24	Life Insurance Company of North America	
Supplier Payment	Check	27911	10/10/2025	1,250.00	MFS Service Center Inc	
Supplier Payment	Check	27912	10/10/2025	4,748.24	OPEIU Local #11	
Supplier Payment	Check	27913	10/10/2025	851.00	Teamsters Local #58	
Supplier Payment	Check	27914	10/10/2025	332.50	UA Local #290	
Supplier Payment	Check	27915	10/10/2025	3,168.60	Western Conference of Teamsters	
Supplier Payment	Check	27916	10/10/2025	1,524.90	Western Metal Industry Pension Plan	
			Check	740,268.43		
Cash Advance Payment	Direct Deposit	EFT-00318042	10/9/2025	124.75	Christopher Nerton	Travel Advance
Cash Advance Payment	Direct Deposit	EFT-00318043	10/9/2025	124.75	Kory Sorenson	Travel Advance
Cash Advance Payment	Direct Deposit	EFT-00318044	10/9/2025	173.00	Chad Lawry	Travel Advance
Cash Advance Payment	Direct Deposit	EFT-00318045	10/9/2025	153.50	Jacob Randall	Travel Advance
Cash Advance Payment	Direct Deposit	EFT-00318046	10/9/2025	124.75	Ian Crawford	Travel Advance
Cash Advance Payment	Direct Deposit	EFT-00318047	10/9/2025	173.00	Shane LaBeck	Travel Advance
Cash Advance Payment	Direct Deposit	EFT-00318048	10/9/2025	436.35	Stephenie Urick	Travel Advance
Cash Advance Payment	Direct Deposit	EFT-00318049	10/9/2025	153.50	Lacey Nichols	Travel Advance
Cash Advance Payment	Direct Deposit	EFT-00318050	10/9/2025	280.00	Lee Gelsinger	Travel Advance
Cash Advance Payment	Direct Deposit	EFT-00318051	10/9/2025	173.00	Heidi Scarpelli	Travel Advance
Cash Advance Payment	Direct Deposit	EFT-00318052	10/9/2025	124.75	Sergio Borquez-Ortega	Travel Advance

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Cash Advance Payment	Direct Deposit	EFT-00318053	10/9/2025	395.13	Tricia Juettemeyer	Travel Advance
Cash Advance Payment	Direct Deposit	EFT-00318054	10/9/2025	395.13	Becky Rude	Travel Advance
Cash Advance Payment	Direct Deposit	EFT-00318055	10/9/2025	395.13	Taylor Hallvik	Travel Advance
Cash Advance Payment	Direct Deposit	EFT-00318056	10/9/2025	423.40	Sarah Leffler	Travel Advance
Cash Advance Payment	Direct Deposit	EFT-00318057	10/9/2025	153.50	Nick Barnabas	Travel Advance
Cash Advance Payment	Direct Deposit	EFT-00318058	10/9/2025	399.56	Nathan Copewin	Travel Advance
Cash Advance Payment	Direct Deposit	EFT-00318059	10/9/2025	280.00	Amanda Trygg	Travel Advance
Cash Advance Payment	Direct Deposit	EFT-00318060	10/9/2025	395.13	Jonathan Schetky	Travel Advance
Cash Advance Payment	Direct Deposit	EFT-00318061	10/9/2025	506.00	Ashley Williams	Travel Advance
Cash Advance Payment	Direct Deposit	EFT-00318062	10/9/2025	435.00	Brian Ruder	Travel Advance
Cash Advance Payment	Direct Deposit	EFT-00318063	10/9/2025	123.00	Stacey Dalgaard	Travel Advance
Expense Payment	Direct Deposit	EFT-00318064	10/9/2025	6.00	Bret Olson	Employee Reimbursement
Expense Payment	Direct Deposit	EFT-00318065	10/9/2025	1,713.02	Aaron Lande	Employee Reimbursement
Expense Payment	Direct Deposit	EFT-00318066	10/9/2025	250.00	Lon Klugman	Employee Reimbursement
Expense Payment	Direct Deposit	EFT-00318067	10/9/2025	17.25	Tammy Michelson	Employee Reimbursement
Expense Payment	Direct Deposit	EFT-00318068	10/9/2025	75.00	Danil Nyukeyev	Employee Reimbursement
Expense Payment	Direct Deposit	EFT-00318069	10/9/2025	129.53	Michael Schelling	Employee Reimbursement
Expense Payment	Direct Deposit	EFT-00318070	10/9/2025	15.50	Brian E. Wilson	Employee Reimbursement
Expense Payment	Direct Deposit	EFT-00318071	10/9/2025	394.85	Ian Alger	Employee Reimbursement
Expense Payment	Direct Deposit	EFT-00318072	10/9/2025	114.73	Matthew McElveen	Employee Reimbursement
Expense Payment	Direct Deposit	EFT-00318073	10/9/2025	400.00	Bradley French	Employee Reimbursement
Expense Payment	Direct Deposit	EFT-00318074	10/9/2025	414.64	Pamela Chinn	Employee Reimbursement
Expense Payment	Direct Deposit	EFT-00318075	10/9/2025	39.16	Brandon Lore	Employee Reimbursement
Expense Payment	Direct Deposit	EFT-00318076	10/9/2025	62.25	Ilia Botvinnik	Employee Reimbursement
			Direct Deposit	9,574.26		
Supplier Payment	EFT	EFT-00318077	10/9/2025	59,784.68	Live Love Outreach	
Supplier Payment	EFT	EFT-00318078	10/9/2025	977.79	CoStar Reality Information Inc.	
Supplier Payment	EFT	EFT-00318079	10/9/2025	990.00	Chad Lyman	
Supplier Payment	EFT	EFT-00318080	10/9/2025	2,896.35	Western Water Works Supply Co Inc	
Supplier Payment	EFT	EFT-00318081	10/9/2025	61,786.92	YWCA Clark County	
Supplier Payment	EFT	EFT-00318082	10/9/2025	5,300.00	Andrew Prochniak	
Supplier Payment	EFT	EFT-00318083	10/9/2025	4,903.44	Jasmine Alayadhi	
Supplier Payment	EFT	EFT-00318084	10/9/2025	797.96	WasteXpress Environmental LLC	
Supplier Payment	EFT	EFT-00318085	10/9/2025	50,000.00	Proud Ground	
Supplier Payment	EFT	EFT-00318086	10/9/2025	1,998.67	Commonstreet Consulting, LLC	
Supplier Payment	EFT	EFT-00318087	10/9/2025	92,561.60	Western United Civil Group, LLC - Remit-To: Western United Civil Group, LLC	
Supplier Payment	EFT	EFT-00318088	10/9/2025	95.00	T2 Systems Inc - Remit-To: T2- Atlanta	
Supplier Payment	EFT	EFT-00318089	10/9/2025	480.00	Rotschy Inc	
Supplier Payment	EFT	EFT-00318090	10/9/2025	23,183.03	Council for the Homeless	

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Supplier Payment	EFT	EFT-00318091	10/9/2025	29,518.64	Northwest Staffing Resources Inc - Remit-To: Northwest Staffing Resources	
Supplier Payment	EFT	EFT-00318092	10/9/2025	3,000.00	Everyday Maintenance and Custodial Services	
Supplier Payment	EFT	EFT-00318093	10/9/2025	43,771.50	Davis Wright Tremaine LLP	
Supplier Payment	EFT	EFT-00318094	10/9/2025	2,625.00	Brad Piesch Aggressive Enterprises, Inc	
Supplier Payment	EFT	EFT-00318095	10/9/2025	42,392.21	Lasko Printing Specialties Inc	
Supplier Payment	EFT	EFT-00318096	10/9/2025	6,822.87	Wilson Oil Inc. - Remit-To: Wilson Oil Inc	
Supplier Payment	EFT	EFT-00318097	10/9/2025	1,511.75	Terracon Consultants Inc - Remit-To: Terracon Consultants Inc	
Supplier Payment	EFT	EFT-00318098	10/9/2025	18,986.00	The Exhibits Department, LLC	
Supplier Payment	EFT	EFT-00318099	10/9/2025	10,678.31	Copiers Northwest Inc.	
Supplier Payment	EFT	EFT-00318100	10/9/2025	7,960.00	PBS Engineering and Environmental Inc	
Supplier Payment	EFT	EFT-00318101	10/9/2025	8,320.50	Rapid Response Bio Clean Inc.	
Supplier Payment	EFT	EFT-00318102	10/9/2025	250.00	Eurofins Eaton Analytical, LLC	
Supplier Payment	EFT	EFT-00318103	10/9/2025	569.57	Harry's Key Service Inc	
Supplier Payment	EFT	EFT-00318104	10/9/2025	943,290.56	Allied Plumbing and Pumps LLC	
Supplier Payment	EFT	EFT-00318105	10/9/2025	4,675.00	JCI Jones Chemicals, Inc.	
Supplier Payment	EFT	EFT-00318106	10/9/2025	320.00	Performance Occupational Health Services, LLC	
Supplier Payment	EFT	EFT-00318107	10/9/2025	30,109.90	NJB Soft, LLC	
Supplier Payment	EFT	EFT-00318108	10/9/2025	5,700.00	Courtney R. Mendoza	
Supplier Payment	EFT	EFT-00318109	10/9/2025	2,787.15	Vatten Plumbing LLC - Remit-To: Vatten Plumbing LLC	
Supplier Payment	EFT	EFT-00318110	10/9/2025	225,755.42	Stellar J Corporation	
Supplier Payment	EFT	EFT-00318111	10/9/2025	1,324.53	Continuant, Inc.	
Supplier Payment	EFT	EFT-00318112	10/9/2025	13,525.00	Andrews Terry Jeffers LLP	
Supplier Payment	EFT	EFT-00318113	10/9/2025	2,125.68	Fire Systems West	
Supplier Payment	EFT	EFT-00318114	10/9/2025	3,636.65	Retail Lockbox Inc	
Supplier Payment	EFT	EFT-00318115	10/9/2025	4,116.90	FuelCare Inc	
Supplier Payment	EFT	EFT-00318116	10/9/2025	158,660.45	Jeffrey D. Barrar, PS	
Supplier Payment	EFT	EFT-00318117	10/9/2025	250,000.00	Vancouver USA Regional Tourism Office	
Supplier Payment	EFT	EFT-00318118	10/9/2025	15,884.80	Tapani Electric, LLC - Remit-To: Tapani Electric, LLC	
Supplier Payment	EFT	EFT-00318119	10/9/2025	142,498.14	Mackay Sposito Inc	
Supplier Payment	EFT	EFT-00318120	10/9/2025	135,392.99	Del Sol Inc	
Supplier Payment	EFT	EFT-00318121	10/9/2025	5,874.45	George Elevator Service LLC	
Supplier Payment	EFT	EFT-00318122	10/9/2025	809,575.85	Colf Construction LLC	
Supplier Payment	EFT	EFT-00318123	10/9/2025	1,771.80	HDR Engineering, Inc	
Supplier Payment	EFT	EFT-00318124	10/9/2025	27,867.45	Northwest Royal Home Care	
Supplier Payment	EFT	EFT-00318125	10/9/2025	659,393.90	Midway Underground LLC	
Supplier Payment	EFT	EFT-00318126	10/9/2025	117,438.79	Brown and Caldwell - Remit-To: Brown & Caldwell - San Francisco	
Supplier Payment	EFT	EFT-00318127	10/9/2025	55,449.94	Halbert Construction Services LLC	
Supplier Payment	EFT	EFT-00318128	10/9/2025	72,001.85	Share	
Supplier Payment	EFT	EFT-00318129	10/9/2025	9,045.00	Jasmine Alayadhi	
Supplier Payment	EFT	EFT-00320072	10/10/2025	33,000.71	IAFF Local #452	
Supplier Payment	EFT	EFT-00320073	10/10/2025	1,293.36	Vancouver Command Guild	
Supplier Payment	EFT	EFT-00320074	10/10/2025	146.93	Legal Shield	
Supplier Payment	EFT	EFT-00320075	10/10/2025	12,005.74	Vancouver Police Officer Guild	

*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>Payment Payee</u>	<u>Memo</u>
Supplier Payment	EFT	EFT-00320076	10/10/2025	19,998.75	Allegiance Benefit Plan Management Inc (COBRA)	
			EFT	4,246,829.48		
Supplier Payment	Manual Wire		10/6/2025	35,682.76	Liberty Mutual Group Inc.	
Supplier Payment	Manual Wire		10/6/2025	1,600.66	Bank Of America N.A. - Remit-To: Charlotte NC	
Supplier Payment	Manual Wire		10/6/2025	1,625.64	VSP Vision Care Inc	
Supplier Payment	Manual Wire		10/6/2025	121,767.74	Amwins Group, Inc.	
Supplier Payment	Manual Wire		10/7/2025	215.33	Allegiance Benefit Plan Management Inc (COBRA) - Remit-To: COBRA	
Supplier Payment	Manual Wire		10/8/2025	13,810.30	Kaiser Permanente - Remit-To: Kaiser Permanente	
Supplier Payment	Manual Wire		10/8/2025	385,319.23	Kaiser Permanente - Remit-To: Kaiser Permanente	
Supplier Payment	Manual Wire		10/8/2025	164.95	Keybank National Association	
Procurement Card Payment	Manual Wire		10/8/2025	692,305.88	CoV JPM Procurement Card	
Supplier Payment	Manual Wire		10/9/2025	1,409.69	KFPro, Inc	
Supplier Payment	Manual Wire		10/9/2025	252,662.33	Blue Cross Blue Shield of Oregon	
Supplier Payment	Manual Wire		10/9/2025	16,825.80	Washington Dental Service	
Supplier Payment	Manual Wire		10/10/2025	27,625.00	Washington State Firefighters	
Supplier Payment	Manual Wire		10/10/2025	337,038.86	International City Management Association Retirement Corporation	
Supplier Payment	Manual Wire		10/10/2025	7,327.08	Western States Health & Welfare Trust	
Supplier Payment	Manual Wire		10/10/2025	5,519.18	Washington SDU	
Supplier Payment	Manual Wire		10/10/2025	33,456.33	Vancouver Firefighters Union Health & Welfare Trust	
Supplier Payment	Manual Wire		10/10/2025	586.00	Oregon SDU	
Supplier Payment	Manual Wire		10/10/2025	63,278.41	State of Washington Department of Retirement Systems (DRS)	
Supplier Payment	Manual Wire		10/10/2025	12,526.88	Liberty Mutual Group Inc.	
Supplier Payment	Manual Wire		10/10/2025	6,946.32	Washington Dental Service	
			Manual Wire	2,017,694.37		
			Checks	740,268.43		
			Direct Deposit	9,574.26		
			EFT	4,246,829.48		
			10/13/2025	96,195.10	City Payments	Posted 10-06-25 to 10-13-25
			Hansen Total	96,195.10		
			10/13/2025	360.00	Miscellaneous	Parks Class Refunds FCC 10-06-25 to 10-13-25
			10/13/2025	967.00	Miscellaneous	Parks Class Refunds MCC 10-06-25 to 10-13-25
			VISA Total	1,327.00		
			Payroll Total	4,398,618.16		
			GRAND TOTAL	11,510,506.80		

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

City of Vancouver
Payroll Council Report
October 6, 2025 - October 12, 2025

Check No.	Date	Explanation	Amount
3072 - 3092	10/10/25	October 10th Payroll	\$ 10,489.35
318130 - 320071	10/10/25	October 10th Direct Deposits	\$ 4,388,128.81

\$ 4,398,618.16

A RESOLUTION expressing the City Council's support for Proposition 5, which, if approved by voters, would fund police and public safety services, including additional police officers, equipment, and criminal justice system costs by increasing Vancouver's regular property tax levy by approximately \$0.15/\$1,000 assessed valuation (AV), for a maximum regular property tax levy rate not to exceed \$2.47/\$1,000 (AV) for collection in 2026. The 2026 levy amount will be the basis to calculate subsequent levies, per RCW 84.55. Qualifying seniors, veterans, and others would be exempt, per RCW 84.36.

Staff Report: 215-25

To: Mayor and City Council
From: City Manager
Date: October 20, 2025

Subject

In accordance with RCW 42.17A.555, the Vancouver City Council will accept public testimony and express a collective decision and/or vote upon a Resolution in support of Proposition No. 5 City of Vancouver, Washington Police and Public Safety Services Levy Lid Lift

Key Points

Washington state law generally prohibits the use of public facilities to support or oppose a ballot initiative. RCW 42.17A.555. However, there are exceptions to this prohibition. One such exception is that a city council may, after proper notice, conduct a public hearing and take a collective position in support or opposition to a pending ballot initiative; provided that at such public hearing, individuals are afforded an approximately equal opportunity for the expression of an opposing view.

Strategic Plan Alignment

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

Present Situation

The following Resolution has been prepared for City Council's consideration:

A RESOLUTION expressing the City Council's support for Proposition 5, which, if approved by voters, would fund police and public safety services, including additional police officers, equipment, and criminal justice system costs by increasing Vancouver's regular property tax levy by approximately \$0.15/\$1,000 assessed valuation (AV), for a maximum regular property tax levy rate not to exceed \$2.47/\$1,000 (AV) for collection in 2026. The 2026 levy amount will be the basis to calculate subsequent levies, per RCW 84.55. Qualifying seniors, veterans, and others would be exempt, per RCW 84.36.

Advantage(s)

Provides an opportunity for civic engagement and discussion of competing views regarding pending ballot initiatives.

Challenge(s)

None

Budget Impact

If approved by voters, Proposition 5 would fund police and public safety services, including additional police officers, equipment, and criminal justice system costs by increasing Vancouver's regular property tax levy by approximately \$0.15/\$1,000 assessed valuation (AV), for a maximum regular property tax levy rate not to exceed \$2.47/\$1,000 (AV) for collection in 2026. The 2026 levy amount will be the basis to calculate subsequent levies, per RCW 84.55. Qualifying seniors, veterans, and others would be exempt, per RCW 84.36.

Prior Council Review

None

Action Requested

On Monday, October 20, 2025, following a public hearing affording approximately equal opportunity to those in support and those in opposition, express a collective decision and/or vote upon a Resolution in support of Proposition No. 5 City of Vancouver, Washington Police and Public Safety Services Levy Lid Lift.

Staff Contact

Troy Price, Police Chief, troy.price@cityofvancouver.us

Attachments:

1. Resolution

10/13/2025

RESOLUTION NO. M-_____

A RESOLUTION expressing the City Council's support for Proposition 5, which, if approved by voters, would fund police and public safety services, including additional police officers, equipment, and criminal justice system costs by increasing Vancouver's regular property tax levy by approximately \$0.15/\$1,000 assessed valuation (AV), for a maximum regular property tax levy rate not to exceed \$2.47/\$1,000 (AV) for collection in 2026. The 2026 levy amount will be the basis to calculate subsequent levies, per RCW 84.55. Qualifying seniors, veterans, and others would be exempt, per RCW 84.36.

WHEREAS, community growth and the associated 24% increase in call volume for police services from 2017-2024 has resulted in an increase in police response times; and

WHEREAS, growth and demand for police services has strained investigative capacity of detectives such that nearly 3,200 cases go uninvestigated each year; and

WHEREAS, as Vancouver's population continues to grow, police staffing has not kept up with that growth putting Vancouver as the second-lowest staffed police agency for cities of its size in the state.

WHEREAS, reliable public safety is vital to a thriving community, and building capacity to meet the demand for public safety services can be accomplished through investments in sworn staff, non-sworn staff, and programs, and technology; and

WHEREAS, in addition to the operational gaps, the new staff will require equipment, technology and; and

WHEREAS, during 2023, Vancouver Police Department staff identified the necessary additional operating resources needed to increase the ability of the department to more effectively respond to the public safety needs of the community, and to build capacity to proactively engage the community in pre-emptive strategies to prevent threats to community safety, and worked with other City departments to estimate the cost of these additional resources; and

WHEREAS, the city manager convened in 2024 and 2025 a Police Community Advisory Committee to review and advise on identified needs and recommendations from the police department and to formulate a recommendation on potential investments in police capacities; and

WHEREAS, the Police Community Advisory Committee recommended moving forward with a three-part funding approach, which would include a council-initiated sales tax, state grants, and a permanent single-year levy lid lift property tax measure; and

WHEREAS, on August 4, 2025, Vancouver City Council considered the Police Community Advisory Committee's recommendation to increase the City's regular property tax levy to fund the operating expenses needed to improve public safety in Vancouver as the first step in a three-step funding approach for the increased police staffing; and

WHEREAS, on August 4, 2025, the City Council deliberated regarding a proposed single year levy lid lift .15 /\$1,000 of assessed value and adopted Resolution M- 4346, which authorized the submission of this proposed levy lid lift to voters in the general election to be held on November 4, 2025; and

WHEREAS, if passed, Proposition No. 5 would be used to fund up to 13 additional full-time sworn officers, equipment, and criminal justice system costs; consistent with current and future community expectations; and

WHEREAS, targeted outcomes of Proposition 5 passage include: reductions in violent and property crime, additional capacity for investigations, increased routine patrol and traffic enforcement, and stronger community engagement opportunities; and

WHEREAS, deployment of staff and resources supported by Proposition 5 stands to enhance the community safety and vitality of the City of Vancouver; and

WHEREAS, on October 13, 2025, following notice and publication in accordance with Washington law, the City of Vancouver held a public hearing and allowed approximately equal amounts of time for those wishing to speak in favor of, and opposition to, the proposed ballot initiative.

NOW, THEREFORE,

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF VANCOUVER:

Section 1. The City Council hereby expresses its support for Proposition 5 because if approved by voters, it will provide revenue that is necessary to fund critical public safety services in the City of Vancouver.

ADOPTED at a Regular Meeting of the Vancouver City Council this ____ day of October, 2025.

Anne McEnery-Ogle, Mayor

Attest:

Natasha Ramras, City Clerk

Approved as to form:

Nena Cook, City Attorney

Homelessness Emergency Situation Report

Incident Name: Homelessness Emergency
Incident Commander: Aaron Lande
Operational Period: September 2025
Situation Report # 23

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 26 people since December 2024 Homeless Memorial
 - 3 in the month of September
- **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

	September 2025	Year to Date
# of Events* (percentage of all events)	905 (9.6%)	8,688 (10.0%)
Hours spent on events** (percentage of all police event hours)	1,793.1 (17.2%)	17,593.6 (17.7%)

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

**Total number of officer hours spent on events officers indicated were related to unsheltered homelessness in the month of September and year to date (YTD), as well as the percentage of time spent on these events relative to all events in September 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
 - Fire Impact Zone in Burnt Bridge Creek area
 - Several scattered sites addressed by Sheila’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	11.11
HART Encampment Response Coordinator – rapid response crew	9.75
Year-to-date	235.23

- The MyVancouver App was retired on September 30th and the monthly data for September could not be retrieved as the interface was shut down. Similar online style reporting of encampments was moved to the City of Vancouver “Report a Concern” webpage on Oct 1st. The volume of reports via all methods – webform, email, phone messages, other departments, etc. is about the same as prior months.
- Handed out 22 naloxone kits and provided awareness on overdose response to 8 individuals through our partnership with WA State Dept. of Health’s Opioid Education and Naloxone Distribution (OEND) Program.
 - 1 overdose was reported to HART as reversed by a community member using these naloxone kits in September
 - 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.

- Vancouver Fire/EMS rode along with HART in the field exploring ways to partner in service to our unsheltered community

Community Engagement

- A local Church of Jesus Christ of Latter-day Saints generously donated funds to cover the cost of paint and supplies, AND organized many volunteers who cleaned, prepped, and painted the exterior of the Safe Stay units at 415 West. They are just beautiful, and we are so grateful for this donation and partnership in support of creating warm and inviting communities.
- For the 2nd year, the Washington Traffic Safety Commission Target Zero program has provided safety supplies to HART for distribution to our unsheltered community. Items such as reflective rain jackets, hats, gloves, and flashlights help keep those who often walk or ride bikes safer during the darker and inclement weather months. Thank you, WTSC-Target Zero!
- HART members attended the September 29th City Council Forum at ESD 112 to answer community member questions about the City's response to homelessness, as well as concerns about specific areas in the City and issues related to unsheltered homelessness.

Safe Stays/Safe Park

- **The Outpost:**
 - 2 residents transitioned into housing.
 - 1 resident successfully completed detox and is waiting for an inpatient treatment bed.
 - 1 resident obtained their Social Security card.
 - 1 resident gained employment.
 - 1 resident celebrated 30 days clean and sober!
 - "September proved this work is messy and hard, but when you combine solid boundaries with genuine care, good things can happen even in the chaos..... recovery meetings are growing, craft days are bringing people together, and staff are doing deep peer support work that's making a difference."
- **Hope Village:**
 - 1 resident transitioned into housing.
 - 4 residents have been approved for housing, identified and been accepted into housing units, and are only awaiting move-in dates.
 - 3 additional residents are nearly done with their referral process for housing – only waiting on disability verification and ID/Social Security cards to be received
 - 2 residents seeking employment had job interviews.
 - Weekly goal-setting group sees good attendance and is complementing on-site case management well, particularly now that the case management team is fully staffed.

- Staff report that hoarding behaviors and pet care are starting to stand out as challenges. Columbia River's Mobile Health team is working to identify some training related to supporting individuals with hoarding behaviors for all Safe Stay staff.
- The Safe Stay continues to provide stability and community for residents who struggle with deep trauma, mental health, medical health, substance use disorders, and difficulties transitioning to a new space and routines.
- **Kiggins Village:**
 - 90% of current residents came in the last 3 months. "We are building relationships, strong referrals, and document readiness."
 - 5 residents obtained IDs and 2 obtained Social Security Cards.
 - 5 residents participated in detox services.
 - 2 residents obtained employment.
 - Kiggins Village has assisted 37 individuals in transitioning to housing between January 2024 and September 2025. Of those, 35 have maintained their permanent housing. One of the 2 who lost housing is currently seeking to engage with housing services again.
- **415 West:**
 - 1 resident transitioned to housing.
 - 2 residents have been referred to Lincoln Place 2, and 5 additional residents are approved for housing and awaiting move-in dates at various locations!
 - 2 residents enrolled in Intensive Outpatient; 3 residents have continued participation in Medication Assisted Treatment (MAT); 5 residents were referred to detox services, and 3 of them completed the program.
 - 2 residents obtained IDs, and 2 residents obtained Social Security Cards.
 - 1 resident obtained dentures.
 - Volunteer support of our Safe Stay has been amazing this month!
 - Our Lady of Lourdes Mother Teresa mini bus began serving lunches at this site.
 - One of 415 West's primary and favorite Meal Train volunteers, Joe Pauletto, was featured in the Columbian, which was a treat for everyone on-site.
 - The Church of Jesus Christ of Latter-day Saints painted all of the shelter units! Around 25 volunteers transformed this community into a more welcoming space over two separate weekends. While volunteers painted, staff BBQ'd for residents and volunteers, which brought everyone together. "Our community felt really special when Mayor Anne and Councilor Stober came and showed support along with Jamie. We are beyond Thankful!!!"
- **Homeward Bound – Safe Park:**
 - 48 total individuals served – including 7 children and 31 pets.
 - 2 residents transitioned to housing; one had been a resident since October 2023 and the other, a veteran and our longest-staying resident to date, since July 2020.
 - 1 resident obtained employment, and 7 residents had job interviews.

- A newer resident, who has been looking for employment and hasn't been to a doctor or dentist in many years, has been connected to a dentist and established a primary care physician. This resident is hopeful this will help with obtaining employment, because they feel the condition of their teeth has been a barrier to getting hired anywhere.
- 1 resident fighting long-term addiction celebrated 9 months clean and sober!
- A resident, who is employed and dreamed of going back to college, was accepted into college this month.
- 1 resident obtained their birth certificate; another obtained their Social Security card.
- Staff are working with residents to create more unity and fun on-site by hosting movie nights, bingo and karaoke.
- Bonneville Power Administration tightened up easement boundary lines, which resulted in the loss of 13 RV/vehicle spaces. Staff were able to shuffle some folks around, so no one had to exit due to the loss of space.

Bridge Shelter

- General Contractor for construction selected and awarded the contract

Community Court

Community Court outcomes	Total individuals
Newly cited/referred to Community Court	64
Opted into Community Court	14
Graduations (successful completion)	6
Community Service hours completed	40.5
Obtained Temporary Housing	4
Mental Health/Substance Use Disorder evaluations completed	12
Accessing/participating in treatment services	0

- The new Probation Services case manager position began this month to assist with court assessments. This has allowed the court to complete the assessments, required for newly cited individuals to opt into court, in one day instead of having to spread them out over several weeks.
- "Buried in Treasures" hoarding training for court partners began and will meet monthly through June 2026.
- A new partner to Community Court, New Life Recovery, is providing lunches 3 times per month!

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 the Permitting Department for their support of the City's response to unsheltered homelessness in our community. The individuals in the Permitting Department went above and beyond to expedite their touches on the Bridge Shelter project, getting the City that much closer to realizing the opening of the shelter in record time!

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



P.O. Box 1995 | Vancouver, WA 98668-1995 | 360-487-8000 | TTY: 711 | cityofvancouver.us

2026 Draft State Legislative Agenda

Aaron Lande

Assistant City Manager
City Manager's Office
October 20th, 2026



Brian Enslow

Principal
Arbutus Consulting



Today's Agenda

- Review of Council ideas from Oct 6th workshop
- Review of Staff Recommended Action Items
- Discussion on State Legislative Agenda content

Economic Opportunity

Support a consistent regulatory environment, the expansion of workforce training, and increased support for childcare and education to produce the workforce of tomorrow



Housing and Human Needs

General Principles

- Reduce or remove barriers to increased and varied housing types
- Increase housing affordability and homeownership
- Support SW WA low-income housing projects with state resources and tax credits
- Apply existing housing expectations to all UGAs



Housing and Human Needs

Annexation action items

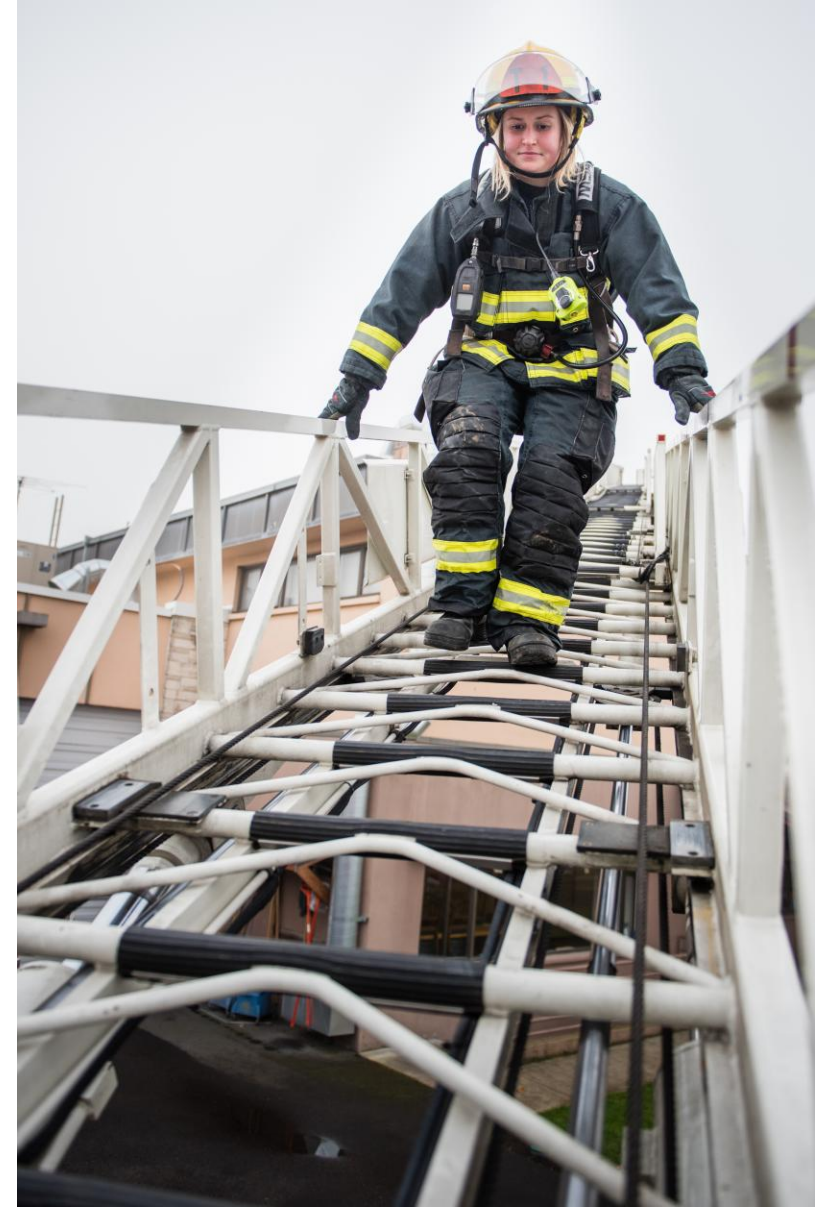
- Broaden policy expectations for UGAs – not just applying existing housing expectations but also expectations that UGAs require “urban standards” (land use, infrastructure, building codes, stormwater)
- More financial tools to facilitate annexation
- Require notification to cities when there is an impact to the aquifer outside the city’s boundary



Safe and Prepared Community

Suggested action item

- Advocate for the State to prohibit law enforcement personnel from wearing face coverings when conducting law enforcement activities, except for SWAT or covert activities



High Performing Government

Suggested action item

- Advocate for the State to develop and make available to cities more progressive revenue options to fund municipal services



Staff Recommendations

Action items – all carry-overs from 2025 agenda

- Facilitation of annexation
 - Financial tools
 - Regulatory changes
- Southwest WA training facility
 - Budget request for planning dollars
- Lodging Tax authority increase
 - Potential funding source for Performing Arts Center
- Transportation Benefit District authority
 - Increase revenue for investment in a jurisdiction's transportation network



Thank You

