



Vancouver City Council

Anne McEnery-Ogle, Mayor
Bart Hansen - Ty Stober - Erik Paulsen
Sarah J. Fox - Diana H. Perez - Kim D.
Harless

City Council Meeting Agenda October 27, 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 27, 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 27, 2025. Instructions will be provided on-site. Register to testify online. Online registration is open until 12:00 p.m. on October 27, 2025.

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

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

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

Council Dinner / 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

30th Anniversary as Sister Cities with Jojo, Japan

NAACP 80th Anniversary

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 and Release of Retainage - 2024 E Fourth Plain Blvd NHS Resurfacing Project

Staff Report: 216-25

Request: On October 27, 2025, accept the 2024 E Fourth Plain Blvd National Highway System (NHS) Resurfacing Project as constructed by Granite Construction Company of Vancouver, Washington, and authorize release of retainage bond, subject to receipt of all documentation required by law.

Mario Lechuga, Civil Engineer 2, mario.lechuga@cityofvancouver.us

2. Contract Amendment - Extending the term of Mark43, Inc. for police records management

Staff Report: 217-25

Request: On Monday, October 27, 2025, authorize the City Manager, or designee, to execute Amendment No. 3 to Contract C-100072 between the City of Vancouver and Mark43, Inc. to extend the term to 10/31/2030 and increase the not-to-exceed contract amount by \$1,176,931 to a total of \$2,480,047.

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

3. Contract Amendment #2 - Clark County Medical Program Director Contract Increase - C-101542

Staff Report: 218-25

Request: On Monday, October 27, 2025, authorize the City Manager, or designee, to approve the Clark County Medical Program Director contract increase to \$851,000.

Ron Gibson, Financial Analyst, Ron.Gibson@cityofvancouver.us

4. Ordinance Authorizing 2026 Rate Adjustments for City of Vancouver Garbage, Recycling and Organics Collection Contract

AN ORDINANCE relating to rate setting for collection of solid waste, recyclable materials and organics, and amending certain sections of VMC 6.12 to increase or adjust 2026 rates and charges consistent with approved utility user taxes and rates and in accordance with current contracts; providing for savings, severability and an effective date.

Staff Report: 219-25

Request: On Monday, October 27, 2025, advance the proposed Ordinance on first reading and set a date of November 3, 2025, for a public hearing and second reading.

Julie Gilbertson, Solid Waste Supervisor, William Elder, Environmental Services Manager, julie.gilbertson@cityofvancouver.us, Will.Elder@cityofvancouver.us

5. Approval of Claim Vouchers

Request: Approve claim vouchers for October 27, 2025.

Communications

A. From the Council

B. From the Mayor

C. From the City Manager

Workforce Southwest Washington Presentation

Community Forum

This is the place on the agenda where the public is invited to speak to Council regarding any matter. Members of the public addressing Council are requested to give their name and city of residence for the record. Speakers are to limit their testimony to a total of three minutes. Up to 90 minutes will be allotted for the Community Forum.

Adjournment

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

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

Staff Report: 216-25

To: Mayor and City Council
From: City Manager
Date: October 27, 2025

Subject

Construction Acceptance and Release of Retainage - 2024 E Fourth Plain Blvd NHS Resurfacing Project

Key Points

- The City maintains approximately 1,900 lane miles of streets in its system.
- The City's annual resurfacing and preventative maintenance contracts are the primary way the City's streets get curb-to-curb rehabilitation work completed.
- Granite Construction Company of Vancouver, Washington, was awarded the contract for the 2024 E Fourth Plain Blvd NHS Resurfacing Project in late May 2024, began work in late July 2024, and was physically complete in June 2025.
- Due to the federal funding associated with this project, the Washington State Department of Transportation set a Disadvantaged Business Enterprise (DBE) goal of 14%, which the contractor met.

Strategic Plan Alignment

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

Present Situation

This project involved paving with hot mix asphalt and restriping along Fourth Plain Boulevard between Fort Vancouver Way and Andresen Road. After paving was completed, protected mobility lanes and enhanced transit lanes were added as part of striping the new roadway. A total of 11.5 lane miles of streets were paved under this contract.

Granite Construction Company of Vancouver, Washington, satisfactorily completed the subject improvements in accordance with the plans and specifications. The original contract amount was \$4,409,028. The final construction cost was \$4,290,272.60, a decrease of approximately 3% from the original bid amount. This decrease can be attributed to variations in quantities for pavement repairs, planing bituminous pavement and hot mix asphalt for paving.

There was a 14% DBE goal for the project. The contractor exceeded this goal, achieving 20.97%.

Due to federal funding for this project, there was no apprenticeship goal for this project.

Advantage(s)

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

Challenge(s)

None

Budget Impact

This project was funded through the Pavement Management Program and Multimodal Safety and Accessibility program. There is no additional budget impact as this has already been factored into the current 2025–26 budget.

Prior Council Review

Staff Report 106-24, Bid Award - Fourth Plain – Ft. Vancouver Way to Andresen Road NHS Resurfacing Project ITB 24-28 on June 10, 2024.

Action Requested

On October 27, 2025, accept the 2024 E Fourth Plain Blvd National Highway System (NHS) Resurfacing Project as constructed by Granite Construction Company of Vancouver, Washington, and authorize release of retainage bond, subject to receipt of all documentation required by law.

Staff Contact

Mario Lechuga, Civil Engineer 2, mario.lechuga@cityofvancouver.us

Attachments:

None

Staff Report: 217-25

To: Mayor and City Council
From: City Manager
Date: October 27, 2025

Subject

Contract Amendment - Extending the term of Mark43, Inc. for police records management

Key Points

- In 2020 the City entered into a 5-year agreement with Mark43 to implement a modern, cloud-based Police Records Management System (RMS).
- Vancouver Police Department (VPD) recommends renewing the Mark43 contract for an additional five years, consistent with the original agreement's renewal provisions.

Strategic Plan Alignment

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

Present Situation

In 2020, the Vancouver Police Department transitioned from the Portland-hosted Regional Joint Information Network (RegJIN) to Mark43. RegJIN had proven technically inefficient, cost-prohibitive, and was ultimately scheduled for decommissioning by the Portland Police Bureau.

Mark43 was selected for its robust cloud-based Software as a Service (SaaS) model, user friendly interface, guaranteed system uptime, and lower total cost of ownership. The initial five-year agreement included provisions for two optional five-year renewals, subject to Council approval.

The Mark43 contract is nearing the end of its initial term and VPD is requesting to renew the contract on an annual basis not to exceed five years, from November 1, 2025 to October 31, 2030. The annual renewal payment will be \$235,386.08. VPD is requesting an increase of \$1,176,931 for a not-to-exceed amount of \$2,480,047 over the next five years.

Advantage(s)

Renewing the Mark43 contract for five years ensures uninterrupted access to the RMS.

Challenge(s)

None.

Budget Impact

VPD will utilize the existing budget to cover the increased cost of the contract.

Prior Council Review

Council approved the contract on June 17, 2019, with Staff Report 068-19.

Action Requested

On Monday, October 27, 2025, authorize the City Manager, or designee, to execute Amendment No. 3 to Contract C-100072 between the City of Vancouver and Mark43, Inc. to extend the term to 10/31/2030 and increase the not-to-exceed contract amount by \$1,176,931 to a total of \$2,480,047.

Staff Contact

Daphine Harris, Police Business Services Manager, daphine.harris@cityofvancouver.us

Attachments:

1. Contract
2. Amendment No 1 executed
3. Amendment No 2 executed
4. Amendment No 3 final

Amended and Restated City of Vancouver Agreement #C-100072
A Technology Agreement for Software as a Service
By and Between City of Vancouver and Mark43, Inc.
for a Police Records Management and
Report Writing System

This Amended and Restated Agreement (this “Agreement”) is made and entered into this 10th day of March, 2020, by and between the City of Vancouver, a municipal corporation under the laws of the State of Washington (hereinafter referred to as “City”), and Mark43, Inc., a Delaware corporation licensed to do business in the State of Washington (hereinafter referred to as “Contractor”), whose address is 250 Hudson Street, 3rd Floor, New York, NY 10013. The City and the Contractor are referred to collectively as the “Parties.”

WHEREAS, Contractor and City entered into that certain City of Vancouver Agreement #C-100072 dated as of June 30, 2019 (the “Previous Agreement”);

WHEREAS, the parties desire to amend the Previous Agreement to, among other things, update certain technical specifications, the project timeline and the payment schedule; and

WHEREAS, the parties hereto desire to restate the Previous Agreement in its entirety.

NOW, THEREFORE, in consideration of the terms, conditions, covenants, and performance of the Work set forth herein, and as attached and made a part hereof, the City and Contractor mutually agree as follows:

SR#_

GENERAL TERMS & CONDITIONS

i. CONTENTS:

ii. Definitions.....4

1. Software and Services Provided.....11

2. Relation of the Parties.....14

3. Duration.....14

4. Time of Performance.....15

5. Delays and Extensions of Time.....15

6. Compensation and Schedule of Payments.....16

7. Termination.....18

8. E-Verify.....23

9. Compliance with Laws and Rules.....24

10. Permits, Certifications and City Business License 25

11. Liability and Hold Harmless.....26

12. Insurance.....30

13. Ownership of City Data.....32

14. Amendments.....33

15. Confidentiality.....34

16. Representations and Warranties.....35

17. License for Use.....36

18. Data and Security.....39

SR#_

19. Optional Purchase of SaaS Protection	48
20. Major Emergencies or Disasters.....	49
21. Force Majeure.....	50
22. Public Disclosure Compliance.....	50
23. Media Releases.....	51
24. Assignment.....	52
25. Complete Agreement.....	52
26. Severability.....	53
27. Ratification.....	54
28. Governing Law/Venue.....	54
29. Notices and Representatives.....	54
 Exhibit A – Technical Specifications and Schedule of Services.....	 57
Ex. A., I. Technical Specifications	58
<u>Addendum 1</u> – CJIS Security Addendum.....	101
Ex. A., II. Schedule of Services	102
Ex. A., II.A. Project Timeline.....	102
Ex. A., II.B. Contractor’s Key Personnel.....	105
 Exhibit B – Compensation.....	 106
Ex B., I.A. Payment Structure.....	107
Ex. B., I.B. Payment Schedule.....	108
 SR#_	

Ex. B., II. Support Services and Service Levels.....	111
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ii. DEFINITIONS:

“Affiliate” means, with respect to any entity, any other entity who, directly or indirectly, through one or more intermediaries, controls, is controlled by, or is under common control with, such entity.

The term “control” means the possession, directly or indirectly, of the power to direct or cause the direction of the management and policies of an entity, whether through the ownership of voting securities, by contract or otherwise.

“Applications” means the Contractor software applications as described in Exhibit A (“Technical Specifications and Schedule of Services”).

“Authorized Persons” means (1) authorized Contractor employees; and (2) authorized Subcontractors, in each case, who have a legitimate need to know or otherwise access the City Data to enable Contractor to perform its obligations under this Agreement, and who are bound in writing by confidentiality obligations sufficient to protect Personal Information in accordance with the terms and conditions of this Agreement.

“Authorized User” means an employee or independent contractor of the Vancouver Police Department (solely to the extent such contractor is providing services to the City of Vancouver), who has been authorized by the City to use the “Cloud Software Service for Law Enforcement” including sworn and civilian staff, authorized volunteers and authorized members of joint task force operations.

SR#_

“Certificate of Completion” means a written certificate, signed by authorized representatives of City and Contractor, stating that (1) the RMS and all required interfaces have been completely delivered, assembled, installed, and tested at the City work site in accordance with the requirements of this Agreement; (2) as so assembled and installed, the RMS satisfies the acceptance tests reasonably required by the City; and (3) the RMS conforms to the specifications required under this Agreement.

“City” means the City of Vancouver, and any departments and subdivisions thereof, including without limitation, the Vancouver Police Department.

“City Agreement Administrator” means the director level authority for making changes to the Agreement or managing aspects of the Agreement.

“City Data” means all data, information, content and other materials stored or transmitted by City and any Authorized User through the Cloud Software Service for Law Enforcement (i) in their user accounts, and (ii) on any Third Party Application, excluding any Third Party Data and any Contractor Data.

“Cloud Software Service for Law Enforcement” or “SaaS Services” or “RMS” means the hosting, maintenance, and/or support services for the Applications, application program interfaces, Software, modules, graphical user interfaces, and related software-as-a-service provided by the Contractor under this Agreement, including any related remote access reasonably needed for use by the City, including any Documentation thereto.

“Confidential Information” means:

SR#_

(1) with respect to Contractor, the SaaS Services, and any and all source code relating thereto, as well as Documentation and non-public information or material regarding Contractor's legal or business affairs, financing, customers, properties or data, and

(2) with respect to City, any non-public information or material regarding City's legal or business affairs, financing, customers, properties, computer infrastructure or data.

Notwithstanding any of the foregoing, Confidential Information does not include information which: (i) is or becomes public knowledge without any action by, or involvement of, the party to which the Confidential Information is disclosed (the "**Receiving Party**"); (ii) is documented as being known to the Receiving Party prior to its disclosure by the other party (the "**Contractor Data**" means data, information, content, and other materials provided, stored or transmitted through the "Cloud Software Service for Law Enforcement", which are the property of Contractor, including without limitation, Documentation and standard forms.

"**Defect**" means any failure of the RMS to operate in conformity with the specifications and other requirements set forth in this Agreement.

"**Disclosing Party**"); (iii) is independently developed by the Receiving Party without reference or access to the Confidential Information of the Disclosing Party and is so documented; or (iv) is obtained by the Receiving Party without restrictions on use or disclosure from a third person who did not receive it, directly or indirectly, from the disclosing party. "**Documentation**" means the user guides and user manuals for the "Cloud Software Service for Law Enforcement" that Contractor provides to the City.

SR#_

“Intellectual Property Rights” means all intellectual and industrial property rights, whether now existing or existing in the future, including without limitation, (1) all patent rights, including any rights in pending patent applications and any related rights; (2) all copyrights and other related rights throughout the world in works of authorship, including all registrations and applications therefor; (3) all trademarks, service marks, trade dress or other proprietary trade designations, including all registrations and applications therefor, (4) all rights throughout the world to proprietary know-how, trade secrets and other confidential information, whether arising by law or pursuant to any contractual obligation of non-disclosure; and (5) all other rights covering industrial or intellectual property recognized in any jurisdiction.

“Launch Date” means the date of cutover to the “Cloud Software Service for Law Enforcement”.

“Malicious Code” shall mean (1) any code, program, or sub-program whose knowing or intended purpose is to damage or interfere with the operation of the computer system containing the code, program or sub-program, or to halt, disable or interfere with the operation of the Software, code, program, or sub-program, itself, or (2) any code, program or sub-program that permits any unauthorized person to circumvent the normal security of the Software or the system containing the code. This could include, but is not limited to “viruses,” “worms,” “backdoor entries,” “time bombs,” “Trojan horses,” “lockout devices,” and other disruptive technologies.

“Mark 43 Data Lake” means a Microsoft SQL Server (MSSQL) database that can be provided to City to access City Data directly via SQL. This database is a near-real time replica of the live Mark 43 database and has no limits on storage size for data pulled from the RMS application. The Mark 43 Data Lake runs on shared hardware, but City Data is fully isolated from that of other subscribers.

SR#_

“Personal Information” means the City Data provided to Contractor by or at the direction of the City, or to which access was provided to Contractor by or at the direction of the City, in the course of Contractor’s performance under this Agreement that: (1) identifies or can be used to identify an individual (including, without limitation, names, signatures, addresses, telephone numbers, e-mail addresses and other unique identifiers); or (2) can be used to authenticate an individual (including, without limitation, employee identification numbers, government-issued identification numbers, passwords or PINs, financial account numbers, credit report information, biometric or health data, answers to security questions and other personal identifiers).

“Production and Non-Production Environments” “Production” environment means the environment used by the City for mission critical operational work supporting 24x7x365 law enforcement functions. “Non-production” environment is any environment that is not Production.

“Professional Services” means the evaluation, consultation, implementation, configuration and other services offered by Contractor in connection with the “Cloud Software Service for Law Enforcement”, as set out in Exhibit A “Technical Specifications and Schedule of Services” along with corresponding pricing, as applicable, but not including any “Cloud Software Service for Law Enforcement”.

“Regular Use Period” means the period of time during the Term of this Agreement following date of cutover to the Cloud Software Service for Law Enforcement.

“RMS” (Records Management System). *See* “Cloud Software Service for Law Enforcement”.

“Security Breach” means (1) any act or omission that compromises either the security, confidentiality, or integrity of Personal Information, or (2) any mishandling or loss of the City Data,

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the physical, technical, administrative or organizational safeguards put in place by the Contractor, City, or any Authorized Persons that relate to the protection of the security, confidentiality, or integrity of Personal Information, or (3) any act or omission that results in any corruption or loss of the City's Data.

"Services" means the Professional Services and the SaaS Services.

"Software" means the object code version of Contractor's computer software and all updates made available by Contractor to the City under this Agreement.

"Subcontractor" means any third-party vendor, manufacturer, service provider, or other entity that is not the named Contractor in this Agreement that is or may be engaged by the Contractor and approved by the City in writing for performance of the Work under this Agreement.

"Term" means the Initial Term, any Renewal Term Option Period(s), and Renewal Term(s) (if any).

"Third Party Application" means a third-party service by a Third Party Provider(s) selected by City and approved by Contractor, to which the City and any Authorized User facilitates Contractor's access to, and use of, the "Cloud Software Service for Law Enforcement", via an application programming interface or other means.

"Third Party Data" means any data owned by a third party that the City accesses via the "Cloud Software Service for Law Enforcement".

"Third Party Providers" means third parties, including other contractors, state agencies and local agencies, that control products and/or databases, including Third Party Applications, with which

SR#_

Contractor's "Cloud Software Service for Law Enforcement" are to be interfaced, but for the avoidance of doubt, shall not include any Third Party Suppliers.

"Third Party-Supplied Components" means any component supplied by a Third Party Supplier.

"Third Party Suppliers" means any party who provides products and/or services that contribute to the overall "Cloud Software Service for Law Enforcement" provided to the City by the Contractor, including, without limitation, Amazon Web Services, Google and CommSys.

"Transition Assistance" means the process by which the Contractor assists the City prior to, or upon, termination.

"Updates" means any and all new releases, new versions, patches and other updates for the "Cloud Software Service for Law Enforcement" that Contractor makes generally available without additional charge to its other customers of the "Cloud Software Service for Law Enforcement".

SR#_

1. Software and Services Provided.

A. Work. Contractor agrees to provide the Services set forth in Exhibit A “Technical Specifications and Schedule of Services”, and as further described within Contractor’s Statement of Work; within the time frames and milestones specified herein. Exhibit A “Technical Specifications and Schedule of Services” is hereby incorporated into this Agreement by this reference (Contractor’s delivery of the RMS called for within Exhibit A on a subscription fee basis, together with performance of the Professional Services called for under this Agreement shall be collectively termed “Work”). Given the current requirements set out in this Agreement, payment for Contractor’s Work during the Initial Term shall not exceed the sum of one million, two hundred seventy-eight thousand, one hundred and sixteen dollars (\$1,278,116.00) in the amounts specified within Exhibit B (“Compensation”) unless authorized in writing by the City, as specified within Section 14 of this Agreement.

B. Inspection. City may inspect the components of the RMS when delivered and reject upon notification to Contractor any and all components of the RMS which do not conform to the specifications or other requirements contained in this Agreement. Components of the RMS which are rejected shall be promptly corrected, repaired, or replaced by Contractor in accordance with Contractor’s warranty obligations under this Agreement, such that the RMS conforms to the specifications and the other requirements of this Agreement. If City receives components of the RMS with one or more Defects not reasonably apparent on inspection, then City reserves the right to require prompt correction, repair, or replacement by Contractor in accordance with Contractor’s warranty obligations under this Agreement following the discovery of such Defect(s). As the

SR#_

Parties agree that the RMS is to be hosted off-site, City has the right to inspect and audit all facilities, infrastructure, policies and procedures, personnel, equipment, and documentation involved with operating the RMS and under Contractor's control to ensure compliance with the terms of this Agreement.

C. Acceptance. Payment for any part or parts of the RMS, or inspection or testing thereof by City, shall not constitute acceptance or relieve Contractor of its obligations under this Agreement. City shall be deemed to have accepted the RMS and Contractor's Work only upon City's execution and delivery of a Certificate of Completion. Acceptance of the RMS does not waive any warranty or other rights provided in this Agreement for the balance of Contractor's Work required under this Agreement. City will have a minimum of thirty (30) days after the Launch Date of each phase to test the system in full production use and to identify non-conforming elements to be corrected. The Certificate of Completion will be executed once all non-conforming elements have been corrected by Contractor, except for minor or inconsequential errors.

D. Problems. Contractor agrees to promptly notify City of any factor, occurrence, or event coming to its attention that may affect Contractor's ability to meet the requirements of this Agreement, or that is likely to occasion any delay in completion of the Work contemplated by this Agreement. Such notice shall be given in the event of any loss or reassignment of any of Contractor's Key Personnel identified by name within this Agreement, threat of strike, or major equipment failure or other force majeure event.

E. Alterations and Changes. City reserves the right, without impairing Contractor, to require additional subscriptions or services, to omit, cancel or eliminate Agreement items, to alter

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details of implementation or installation, and to make other changes and alterations as necessary or desirable, in City's judgment, to satisfactorily complete the project contemplated by this Agreement. Contractor shall perform such changed, additional, increased, decreased, varied or altered obligations upon the mutual written agreement of the Parties. Compensation for such alterations or changes will be made on such basis as may have been agreed to by the Parties. Except as may be otherwise provided in this Agreement, no payment for extras will be made unless such extras and the compensation to be paid therefore have been authorized in writing in compliance with Section 14 of this Agreement.

F. Audit Rights. Contractor shall provide such employees and independent auditors and inspectors as City may designate with reasonable access to all sites from which Work is performed for the purposes of performing audits or inspections of Contractor's operations to ensure compliance with this Agreement, in all cases upon advance notice to Contractor, not more than once per calendar year and during normal business hours at a time convenient to Contractor. Contractor shall provide such auditors and inspectors any reasonable assistance that they may require. Such audits shall be conducted in such a way so that the services to any other customer of Contractor are not impacted adversely. Contractor shall provide City with all information reasonably requested by City to assess the overall financial stability and strength of the Contractor and Contractor's ability to fully perform its obligations under this Agreement. The Parties anticipate that City's audit needs can be achieved by annual receipt of requested financial reports, a security compliance audit report (e.g., SOC-2 TYPE-2), and reasonable cooperation with any CJIS audit conducted or required by the Federal Bureau of Investigations.

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2. Relation of Parties.

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

3. Duration.

This Agreement shall be effective as of the date specified on Page 1 of this Agreement (the “Effective Date”) and shall continue for five (5) years (the “Initial Term”). The City shall have the option to renew for two additional five (5) year periods (the “Renewal Term Option Period(s)”) upon notice to Contractor prior to the expiration of the Initial Term (or prior to the expiration of the first Renewal Term Option Period in the event that a second Renewal Term Option Period is elected by the City). Continuous one (1) year extensions shall continue thereafter, or following the Initial Term in the event the Renewal Term Option Period is not elected (each, including the Renewal Term Option Period(s), a “Renewal Term”). Such extensions shall be automatic, and shall go into effect without written confirmation, unless the City provides advance notice of the intention to not renew at least thirty (30) days prior to the otherwise automatic renewal date.

SR#_

4. Time of Performance.

The Work required of the Contractor is to commence as soon as practicable after the execution of this Agreement. It is agreed services hereunder shall be completed according to the schedule set forth in Exhibit A.II. ("Schedule of Services") and Exhibit B.II. ("Support Services and Service Levels"). Time is of the essence as to the terms of this Agreement.

5. Delays and Extensions of Time.

A. Delays. Contractor shall use commercially reasonable efforts to meet the projected Launch Date and avoid unreasonable delays in the delivery of all Professional Services required prior to the Launch Date unless excused by an Extension of Time. The City shall also make best efforts to meet the projected Launch Date and avoid unreasonable delays in assisting Contractor as reasonably necessary in connection with the Professional Services. Following the Launch Date, interruptions in the delivery of the Cloud Software Service for Law Enforcement shall be handled as set forth in Exhibit B.II.

B. Extensions of Time. If the Contractor is delayed at any time in the progress of providing Professional Services covered by the Agreement, by any causes beyond Contractor's control, the time for performance may be extended by such time as shall be mutually agreed upon by Contractor and City and shall be incorporated in a written amendment to this Agreement, with such approval by City not to be unreasonably withheld. Any request for an extension of time shall be made in writing to City.

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6. Compensation and Schedule of Payments.

A. General. City shall pay the Contractor at the rates and schedule indicated in Exhibit B (“Compensation”) for Work performed under this Agreement. Exhibit B “Compensation” is hereby incorporated into this Agreement by this reference. This is the maximum amount to be paid under this Agreement and it shall not be exceeded without City's prior written authorization in the form of a negotiated and executed Amendment. Such payment shall be full compensation for Work provided and for all labor, materials, supplies, equipment, travel and incidentals necessary to complete the project as set forth herein. The Contractor shall submit invoices to City covering agreed upon payments for Work and authorized project expenses, if any. Payments to Contractor shall be made within thirty (30) days from submission of each invoice. The City’s Agreement Number must be referenced on any invoice submitted for payment.

B. Increases in Pricing. Pricing for the “Cloud Software Service for Law Enforcement” provided under this Agreement shall not increase except as provided herein. Fees and charges for any new Services or add-ons of a material nature shall be established by written amendment to this Agreement.

C. Payment Corrections. The City reserves the right to correct any invoices paid in error according to the rates set forth in this Agreement. City and Contractor agree that any amount paid in error by City does not constitute a rate change in the amount of the Agreement.

D. Contractor’s Personnel. Contractor shall provide for and pay the compensation of Contractor personnel and shall pay all taxes, contributions, and benefits (such as, but not limited to, workers’ compensation benefits) which an employer is required to pay relating to the employment

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of employees. City shall not be liable to Contractor or to any Contractor personnel for Contractor's failure to perform its compensation, benefit, or tax obligations. Contractor will comply with all associated governmental regulations, including the filing of all necessary reports and returns.

E. Taxes. The City will pay (via Contractor) applicable taxes, including sales, use, excise, required by law, as well as other governmental fees, duties, and charges (and any penalties, interest, and other additions thereto) that are imposed with respect to the transactions and payments under this Agreement ("Indirect Taxes"). All fees are exclusive of Indirect Taxes. If any such taxes are required to be withheld on any payment, the City will pay such additional amounts as are necessary so that the net amount received by Contractor is equal to the amount then due and payable under this Agreement. Contractor will include a line item for such Indirect Taxes on its invoices to the City, provided that City shall be responsible for ensuring that the percentage to be withheld is in compliance with applicable laws. City agrees to furnish Contractor with an exemption certificate where appropriate or a direct payment permit certificate. The Parties will use commercially reasonable efforts to cooperate with each other to enable each to more accurately determine its own tax liability and to minimize such liability to the extent legally permissible. The City reserves the right to review all tax charges and, in no event, will be responsible to pay more than is appropriate or actually paid under applicable law. Contractor will pass on to the City any tax refunds received with respect to the City's previous payment or reimbursement of applicable taxes hereunder. Each party shall provide and make available to the other any resale certificates, information regarding out-of-state or out-of-country sales or use of equipment, materials or services, and other exemption

SR#_

certificates or information reasonably requested by either Party. The Parties recognize and agree that the City is not responsible for:

- i. Taxes based upon the net worth, gross income or net income of the Contactor's taxes based upon the franchise of the Contractor;
- ii. Taxes based upon the equipment or software, except to the extent specifically provided in this Agreement;
- iii. Taxes paid by or for any employee of Contractor.

F. Withholding of Payment. City shall pay undisputed charges when such payments are due under this Agreement. However, City may withhold payment of charges that City disputes in good faith. If City in good faith disputes any charges under this Agreement, City shall notify Contractor of such disputed amount and the basis for City's dispute together with any appropriate information supporting City's position. If City withholds any disputed charges, City shall pay the undisputed portion of charges when due. Neither the failure to dispute any charges or amounts prior to payment nor the failure to withhold any amount shall constitute, shall operate or be construed as a waiver of any right City may otherwise have to dispute any charge or amount or recover any amount previously paid in error.

7. Termination.

A. For Cause.

Either party may terminate this Agreement for material breach upon written notice to the other party that the other party has breached a material term of this Agreement if such breach

SR#_

remains uncured for the time reasonably specified for cure in the notice, which time shall not exceed thirty (30) days after the other party's receipt of such notice. Notwithstanding the foregoing, if the nature of the breach is such that it cannot be cured within thirty (30) days, this Agreement shall not be terminated if the breaching party begins to remedy the breach within thirty days and thereafter diligently pursues the cure to completion.

B. For City's Convenience.

The City may terminate this Agreement at any time, without cause and for any reason including the City's convenience, upon ninety (90) days' prior written notice to the Contractor.

C. Non-appropriation of Funds.

The City may terminate this Agreement at any time effective upon written notice, if due to nonappropriation of funds by the Vancouver City Council, and no such notice shall be required notwithstanding any notice requirements that may be agreed upon for other causes of termination.

D. Acts of Insolvency.

The City may terminate this Agreement by written notice to Contractor if the Contractor makes a general assignment for the benefit of creditors, suffers or permits the appointment of a receiver for its business or assets, becomes subject to any proceeding under any bankruptcy or insolvency law whether domestic or foreign, or is wound up or liquidated, voluntarily or otherwise except, in the case of involuntary proceedings, the City shall not have any such right to terminate unless such proceeding is not resolved within ninety days.

E. Termination for Gratuities and/or Conflict of Interest.

SR#_

The City may terminate this Agreement by written notice to Contractor if the City finds that a conflict of interest exists in violation of applicable ethics rules, or that any gratuity in the form of entertainment, a gift, or otherwise, was offered to or given by the Contractor or any agent therefore to any City official, officer or employee.

F. Notice.

If the City provides Contractor notice of termination, then subject to the City's continued compliance with the terms and conditions of the Agreement (including payment), the Contractor shall continue to provide products and services until the effective date provided in the termination notice.

G. Actions Upon Termination.

In the event of termination or expiration of this Agreement, the following shall apply:

- i. City will pay Contractor all amounts payable hereunder as of the effective termination date.
- ii. All rights and licenses granted hereunder to the City (as well as all rights granted to any Authorized Users) will immediately cease after the successful Termination Transition has completed, including but not limited to all use of the "Cloud Software Service for Law Enforcement".
- iii. The City will, upon written request of Contractor, either return to Contractor or provide Contractor with written certification of the destruction of, all documents, computer files and other materials containing any Confidential Information of Contractor that are in the City's possession or control.

SR#_

H. Termination Prior to Regular Use Period.

Contractor agrees to destroy any copies of City Data collected in the “Cloud Software Service for Law Enforcement” in compliance with applicable laws if the termination occurs prior to the Regular Use Period.

I. Termination Transition.

Upon termination of the Agreement for any reason, and subject to all amounts due being paid in full, Contractor will assist the City with an orderly termination transition, and extraction of all City Data as set forth below:

i. Preparation.

- a. The City will provide the desired cutoff date of the SaaS Services (the “Cutoff Date”), at which time all existing user accounts will be terminated.
- b. Contractor will provide one (1) account for the City to access a web-based storage platform to retrieve all City Data (the “Transition Account”). The Transition Account will be available to the City for thirty (30) days prior to the Cutoff Date, and access will continue for at least 90 days after the Cutoff Date.

ii. Content.

- a. Contractor shall ensure the City Data available via the Transition Account is accessible in a Microsoft SQL Server database format, in

SR#_

the standard Mark43 table structure. The City shall extract the City Data in a Microsoft SQL Server database format.

- b. Contractor will return City Data consisting of images or attachments to records within the RMS separately in their native format, and not bundled together with other records and data.
- c. Contractor will return City Data in a non-proprietary format, without technical restrictions or need for de-coding, suitable for reproduction and reuse without the assistance of Contractor or any third-party software that places restrictions on access to the records and data in any way.
- d. Contractor will provide entity relationship diagrams, data dictionaries, and complete data documentation which comprises the design specifications, file types and formats, and all other material necessary to allow a reasonably skilled programmer or analyst to maintain and reuse the City Data extracted from Contractor.

iii. Support.

- a. Contractor will assist the City to resolve any issues either party deems to be the result of errors in the Contractor's platform or export process for a period of six (6) months after the Cutoff Date.
- b. No less than one (1) year after the Cutoff Date, and promptly thereafter, Contractor will delete City Data from all of Contractor's

SR#_

online systems (e.g. primary database, replica databases, search databases, application caches, etc.) other than database backups, audit logs and server system logs.

- c. Within six (6) months from the date of deletion of City Data from all Contractor's online systems, all City Data will be erased from database backups.
- d. Notwithstanding the foregoing, Contractor reserves the right to retain City Data on audit logs and server system logs and in support tickets, support requests and direct communications with Contractor.

Transition Assistance as outlined within this section is included in the amount charged to City for Services under this Agreement. In the event that any undisputed amounts have not been paid as required in this Agreement, Contractor may decline to provide the support outlined in this section until such amounts are paid in full.

8. E-Verify.

Contractor represents that it has registered and entered into a Memorandum of Understanding (MOU) with the Department of Homeland Security E-Verify program. Contractor shall ensure all Contractor employees assigned to perform work under this Agreement are eligible to work in the United States. Contractor shall provide verification of compliance upon City request. Failure by Contractor to comply with this subsection shall be considered a material breach.

SR#_

9. Compliance with Laws and Rules.

A. Equal Employment. During the performance of this Agreement, Contractor agrees that Contractor personnel performing Work in the United States must be United States citizens or lawfully admitted in the United States for permanent residence or lawfully admitted in the United States holding a visa authorizing the performance of Services on behalf of Contractor.

Contractor shall not discriminate against any Contractor personnel, applicant for employment, or any member of the public because of race, color, religion, sex, sexual orientation, national origin or any other class protected by federal, state or local employment discrimination laws. Contractor shall ensure that Contractor personnel are treated equally during employment, without regard to their race, color, religion, sex, sexual orientation, national origin or any other class protected by federal, state or local employment discrimination laws. Such action shall include, but not be limited to, the following: employment, upgrading, demotion, transfer, recruitment, advertising, layoff or termination, rates of pay or other forms of compensation and selection for training, including apprenticeship.

B. OSHA/WISHA. Contractor certifies that it is in compliance with the conditions of the Federal Occupational Safety and Health Act of 1970 (OSHA), the Washington Industrial Safety and Health act of 1973 (WISHA), and the standards and regulations issued thereunder and certifies that all items furnished or purchased under this Agreement will conform to and comply with said standards and regulations.

C. Compliance with Rules. While at the City facilities, Contractor's personnel shall (i) comply with the rules and regulations that City sets regarding personal and professional conduct

SR#_

(including compliance with City's dress code, the wearing of an identification badge provided by City, and adherence to City's regulations and general safety practices and procedures) generally applicable to such City facilities, (ii) comply with reasonable requests of City personnel pertaining to personal and professional conduct, and (iii) otherwise conduct themselves in a businesslike manner. Upon receipt of a written request from the City, Contractor shall remove or reassign any Contractor personnel who it has reasonable cause to believe has violated any law or City conduct policy (e.g., harassment prevention, non-discrimination) while working at or upon City-owned premises.

10. Permits, Certifications and City Business License.

A. General Obligations. The Contractor shall at its own expense secure any and all licenses, permits or certificates that may be required by any federal, state or local law for the performance of Contractor's obligations under this Agreement. Contractor shall also comply with the provisions of all applicable laws in Contractor's performance under this Agreement. At Contractor's own expense and at no cost to City, Contractor shall make any change, alteration or modification that may be necessary which arise out of Contractor's failure to comply with any law.

B. City Business License. In most cases, contractors will be required to get a business license when contracting with the City of Vancouver, unless applicable exemptions apply. Contractor shall 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

SR#_

www.cityofvancouver.us/businesslicense, to determine whether a business license is required pursuant to VMC Ch. 5.04.

11. Liability and Hold Harmless.

A. Indemnification by Contractor. Contractor will defend, indemnify and hold harmless the City and its elected officials, directors, and employees from any and all claims, liabilities, costs and expenses of any kind (including reasonable attorney's fees and expert and consulting fees) arising from any third party claim arising after the Effective Date that (i) "Cloud Software Service for Law Enforcement" used in accordance with this Agreement infringes or misappropriates the intellectual property rights of a third party, or (ii) for Contractor's gross negligence or intentional misconduct in the performance of the obligations required under this Agreement. The foregoing obligations shall be subject to the City (a) promptly notifying Contractor of the claim, (b) providing Contractor with reasonable cooperation in the defense of the claim when the City becomes aware, and (c) providing Contractor with sole control over the defense and negotiations for a settlement or compromise. Notwithstanding the foregoing, Contractor shall not enter into any settlement without the City's prior written consent, which consent will not be unreasonably withheld. Additionally, if the City determines that a claim raises any issue of public interest or significance, the City shall be permitted to participate in the defense and settlement of any such claim, at its own expense, with counsel of its choosing. Notwithstanding the foregoing, Contractor shall have no obligation with respect to a third-party claim to the extent the third party claim arises from: (r) Contractor's compliance with the City's unique written specifications if the specifications included an infringing item; (s) claims

SR#_

arising out of acts or omissions of the City, its employees or contractors, or any of the City's Authorized Users of the "Cloud Software Service for Law Enforcement"; (t) claims brought by the City or its employees or contractors or any user of the "Cloud Software Service for Law Enforcement"; (v) claims arising from the use of any City Data (excluding Contractor Security Breach with respect to City Data); (w) claims arising from the use of any Third Party Applications, Third Party-Supplied Components or Third Party Data; (x) claims arising from the use of the "Cloud Software Service for Law Enforcement" in combination with modules, apparatus, hardware, software, or services not authorized by Contractor or not specified in the Documentation for use with the "Cloud Software Service for Law Enforcement"; (y) the alteration or modification of the "Cloud Software Service for Law Enforcement" by a party other than Contractor, unless such alterations and modifications were authorized by Contractor or specified in the Documentation for use with the "Cloud Software Service for Law Enforcement"; (z) use of the SaaS Services in a manner that is not in accordance with this Agreement or the Documentation; claims arising from the use of old versions software after receipt of modified or updated versions of software; or claims arising from any data, product specifications, information or materials provided by the City hereunder, when used in connection with the "Cloud Software Service for Law Enforcement" or any customization or configuration made to the "Cloud Software Service for Law Enforcement" proposed by or provided by the City under a Statement of Work.

B. Indemnification by the City. The City will defend, indemnify and hold harmless Contractor and its affiliates, and each of their respective officers, directors, managers, shareholders, members and employees from any and all claims, liabilities, costs and expenses (including

SR#_

reasonable attorney's fees) arising from any third party claim arising after the Effective Date, to the extent resulting from (i) the City's negligence, or that of its employees, (ii) the City's breach of the Agreement, or the City's breach of any law; or (iii) any allegation that any data, product specifications, information or materials provided by the City hereunder, including, without limitation, the City Data and Third Party Applications, when used in connection with the "Cloud Software Service for Law Enforcement" or any customization or configuration made to the "Cloud Software Service for Law Enforcement" proposed by or provided by the City under a Statement of Work: (a) infringes or misappropriates any Intellectual Property Rights of a third party, or (b) violates any applicable laws. The foregoing obligations shall be subject to Contractor (a) notifying the City of the claim in a reasonable time period following the Contractor's actual awareness of the claim, (b) providing the City with reasonable cooperation in the defense of the claim and (c) providing the City with sole control over the defense and negotiations for a settlement or compromise; provided, however, that the City shall not enter into any such settlement without Contractor's prior written consent, which consent will not be unreasonably withheld, and that Contractor shall be permitted to participate in the defense of any such claim, at its own expense, with counsel of its choosing.

C. Limitations of Liability.

i. Liability Exclusion. IN NO EVENT SHALL EITHER PARTY BE LIABLE TO THE OTHER FOR ANY INDIRECT, SPECIAL, PUNITIVE, EXEMPLARY OR CONSEQUENTIAL DAMAGES OR FOR ANY OTHER DAMAGES ARISING OUT OF OR IN CONNECTION WITH THE FURNISHING, PERFORMANCE, OR USE OF, OR FAILURE OF,

SR#_

THE “CLOUD SOFTWARE SERVICE FOR LAW ENFORCEMENT”, THE THIRD PARTY-SUPPLIED COMPONENTS OR THE THIRD PARTY DATA PROVIDED UNDER THIS AGREEMENT, INCLUDING WITHOUT LIMITATION, PERSONAL INJURY, DEATH, DAMAGE TO PROPERTY, ENVIRONMENTAL DAMAGE, LOSS OF PROFITS, REVENUES, ANTICIPATED SAVINGS, CUSTOMERS, OPPORTUNITIES, DAMAGE TO PRIVACY, REPUTATION OR GOODWILL OR UNAVAILABILITY OF THE SERVICES, REGARDLESS OF WHETHER THE PARTY LIABLE OR ALLEGEDLY LIABLE WAS ADVISED, HAD OTHER REASON TO KNOW, OR IN FACT KNEW OF THE POSSIBILITY THEREOF.

ii. Limitation of Damages. CONTRACTOR’S MAXIMUM LIABILITY ARISING OUT OF OR RELATING TO THIS AGREEMENT OR THE SERVICES PROVIDED HEREUNDER, REGARDLESS OF THE CAUSE OF ACTION (WHETHER IN CONTRACT, TORT, BREACH OF WARRANTY OR OTHERWISE), WILL NOT EXCEED THE AGGREGATE AMOUNT OF THE FEES PAID AND PAYABLE TO CONTRACTOR BY THE CITY DURING THE ONE (1) YEAR PERIOD PRECEDING THE DATE ON WHICH THE CLAIM ARISES, OR ANY AVAILABLE INSURANCE PROCEEDS REQUIRED OR AVAILABLE UNDER THE TERMS OF THIS AGREEMENT, WHICHEVER IS GREATER.

iii. Exceptions. NOTWITHSTANDING THE FOREGOING, THE EXCLUSIONS AND LIMITATIONS OF LIABILITY SET FORTH IN THIS SECTION SHALL NOT APPLY TO DAMAGES ARISING FROM EITHER PARTY’S INDEMNITY OBLIGATION UNDER SUBSECTIONS 11.A OR 11.B; NOR FOR BREACH OF THE LICENSES GRANTED; NOR FOR EITHER PARTY’S GROSS NEGLIGENCE OR WILLFUL MISCONDUCT.

SR#_

12. Insurance.

Contractor agrees to keep in full force and effect and maintain at its sole cost and expense the following policies of insurance during the term of this Agreement:

A. Workers' Compensation and Employer's Liability Insurance: (i) Statutory Worker's Compensation including occupational disease in accordance with law. The limits and aggregates noted above must apply to the Stop Gap Coverage as well. This must be indicated on the certificate of insurance; (ii) Employer's Liability Insurance with minimum limits of \$100,000.00 per employee by accident/\$100,000.00 per employee by disease/\$500,000.00 policy limit by disease.

B. Commercial General Liability Insurance (including contractual liability insurance) providing coverage for bodily injury and property damage with a combined single limit of not less than One Million Dollars (\$1,000,000.00) each occurrence / Two Million Dollars (\$2,000,000.00) products/completed operations aggregate.

C. Commercial Business Automobile Liability Insurance including coverage for all owned, non-owned, leased, and hired vehicles providing coverage for bodily injury and property damage liability with a combined single limit of not less than One Million Dollars (\$1,000,000.00) combined single limit. General and Automobile Liability insurance must be written on an "occurrence" basis. This must be indicated on the certificate. Claims-made policies will be accepted for Professional and Cyber Liability and for Employee Dishonesty Bonds or other means of coverage only. If these policies are claims-made, they must have retro dates prior to the

SR#_

start of the Agreement, and coverage must remain in force for six (6) years after completion of the service. If not, a six (6) year tail must be purchased.

D. Technology Errors and Omissions Insurance covering acts, errors and omissions arising out of Contractor's operations or services in an amount not less than One Million Dollars (\$1,000,000.00) per occurrence/aggregate.

E. Intentionally Deleted.

F. Network Security / Cyber Liability (Cyber Protection) with minimum limits Fifteen Million Dollars (\$15,000,000.00) each wrongful act. Sublimit for Notification Costs of Two Million Dollars (\$2,000,000.00) each wrongful act.

G. All such insurance shall be procured with such insurance companies of good standing, permitted to do business in the country, state or territory where Contractor has operations. Contractor shall provide City with certificates of insurance evidencing compliance with this Section. Contractor's insurance policies as required under Sections (b), (c) and (e) shall include City and all of its elected officials, representatives, servants, volunteers, contractors, and employees as Additional Insured for any and all liability arising at any time in connection with Contractor's performance under this Agreement by endorsement ISO Form CG 2010 or its equivalent (such as a blanket additional insured endorsement) in favor of the City which must be attached to the certificate and, to the extent required by its audit obligations or self-insurance requirements, copies of applicable policies shall be furnished to the City upon the City's written request. Contractor shall provide the City and all Additional Insureds with written notice of any policy cancellation, within two (2) business days of their receipt of such notice. Such insurance afforded to City shall be

SR#_

primary and non-contributory insurance and any other valid insurance existing for City's benefit shall be excess of such primary insurance. Contractor agrees to have its respective insurance carriers waive any right to subrogation. Except for coverages under subsections D and F above, Contractor shall take such actions with regard to its policy or policies of insurance as are necessary to cause the policy or policies to comply with the requirements stated herein. The obligation of Contractor to provide the insurance specified herein shall not limit in any way any obligation or liability of Contractor provided elsewhere in this Agreement.

13. Ownership and Rights to City Data.

A. The City retains all title, right, interests and ownership to all City Data. In the event of a termination of this Agreement for any reason, the Contractor shall return all City Data to the City in the Contractor's possession, including all records and data maintained in the RMS. The records and data maintained in the system shall be returned to the City in a non-proprietary format, without technical restrictions or need for de-coding, suitable for reproduction and use by computer and photocopy equipment, and shall consist of a full language statement comprising the City Code and complete data documentation which comprises the design specifications, file types and formats, and all other material necessary to allow a reasonably skilled programmer or analyst to maintain and reuse the records and data without the assistance of Contractor or third-party software that places restrictions on access to the records and data in any way. The Contractor agrees no service charge or cost will be assessed to the City for return of City Data or deletion of City Data. City Data which is deemed to be images or attachments to records within the RMS shall be returned separately in their

SR#_

native format and not bundled together with other records and data. All data maintained in the RMS shall be provided as text files in a CSV (Comma Separated Value) format.

B. Return of City Data in event of Bankruptcy. The Parties expressly agree and acknowledge that City Data is, and shall remain, the sole property of the City, and that Contractor has no ownership interest in City Data. City Data is being held by Contractor as a Bailor. In the event that Bankruptcy proceedings are initiated by Contractor, City Data shall not be deemed to be subject to an automatic stay, but rather, all City Data shall be promptly returned to City pursuant to Section 7 of this Agreement, either by Contractor or its Bankruptcy Trustee.

C. Notwithstanding anything to the contrary contained herein, City hereby grants to Contractor an irrevocable, worldwide, royalty free, non-exclusive, transferable, sublicensable license to use the City Data to: provide the SaaS Services to City and other subscribers of Contractor; analyze the City Data in anonymized and/or aggregate form in order to operate, maintain, manage, and improve the SaaS Services, create new products and services, and share and/or license this anonymized aggregate data to Affiliates, agents, business partners, and other third parties; for Mark43's internal purposes to improve the Applications, Software, and related services, and any other uses arising out of this Agreement.

14. Amendments.

This Agreement shall not be altered, changed, or amended except by an instrument in writing executed by the parties hereto. Any changes in the scope of work or compensation shall be mutually agreed upon between City and the Contractor and shall be incorporated in written

SR#_

amendments to this Agreement. The City Manager is hereby authorized to execute amendments on behalf of the City, including changes of compensation up to ten (10) percent of the original value.

15. Confidentiality.

A. Use and Disclosure of Confidential Information. The Receiving Party will, with respect to any Confidential Information disclosed by the Disclosing Party before or after the Effective Date: (i) use such Confidential Information only in connection with the Receiving Party's performance of this Agreement or as authorized within this Agreement; (ii) restrict disclosure of such Confidential Information within the Receiving Party's organization to only those of the Receiving Party's employees and independent contractors who have a need to know such Confidential Information in connection with the Receiving Party's performance of this Agreement and (iii) except as provided within this Agreement, not disclose such Confidential Information to any third party unless authorized in writing by the Disclosing Party to do so.

B. Protection of Confidential Information. The Receiving Party will protect the confidentiality of any Confidential Information disclosed by the Disclosing Party using at least the degree of care that it uses to protect its own confidential information (but no less than a reasonable degree of care).

C. Employee and Independent Contractor Compliance. The Receiving Party will, prior to providing any employee or independent contractor access to any Confidential Information of the Disclosing Party, inform such employee or independent contractor of the confidential nature of such Confidential Information and require such employee or independent contractor to comply with the Receiving Party's obligations hereunder with respect to such Confidential Information.

SR#_

16. Representations and Warranties.

A. General. Each party represents and warrants that (a) it has all necessary rights, licenses and approvals required to provide the Work required under this Agreement and to provide the other with the rights to utilize the RMS in the manner indicated within City RFP 17-18 and that City shall be entitled to use the RMS without disturbance; (b) all obligations owed to the third parties with respect to the activities contemplated to be undertaken by the parties pursuant to this Agreement, are or will be, fully satisfied so that the parties will not have any obligations (other than obligations set forth in this Agreement) with respect thereto; (c) the parties' obligations under the this Agreement are not in conflict with any of their other obligations; (d) each party will comply with all applicable Laws in the performance of its obligations under this Agreement; and (e) the parties' arrangements with any Subcontractors who provide services in connection with the performance of the Work required under this Agreement shall be in compliance with the terms and conditions of this Agreement.

B. Defects. Contractor represents and warrants that, while this Agreement is in effect, the RMS and all components thereof shall comply with the specifications contained in this Agreement, be free from errors in operation and performance and be free from Defects.

C. Malicious Code. Contractor represents and warrants that it shall use its best efforts to prevent the introduction and proliferation of any Malicious Code into the RMS or City's information technology environment. Without limiting Contractor's other obligations under this Agreement, Contractor covenants that, in the event any Malicious Code is found in the RMS or City

SR#_

information technology environment, if such Malicious Code originated in the equipment, Software, interfaces or other resources provided by Contractor under this Agreement, Contractor shall remove such Malicious Code at its expense.

D. Disabling Code. Contractor represents and warrants that Contractor shall not insert into the RMS any code which could be invoked to disable or otherwise shut down all or any portion of the RMS except as required in the event of the termination or expiration of this Agreement or as otherwise contemplated by this Agreement. Contractor further represents and warrants that no portion of the RMS contains any “back door,” “time bomb,” “Trojan horse,” “worm,” “virus,” or other computer software routines or hardware components designed to (a) permit access or use of either the RMS or City’s computer systems by Contractor or a third party not authorized by this Agreement, (b) disable, damage or erase the RMS or any information or data stored therein, in each case other than as contemplated by this Agreement. For purposes of this provision, code that serves the function of ensuring software license compliance (including passwords) or the provision by Contractor of services under this Agreement shall not be deemed disabling code.

17. License for Use.

A. General. Subject to the terms and conditions set forth in this Agreement, including payment of the subscription fees by City to Contractor, Contractor hereby grants to City, for use by its Authorized Users, a non-exclusive, non-transferable, non-sublicensable license to access the “Cloud Software Service for Law Enforcement” through Contractor’s Website during the Term of this Agreement solely for the City’s internal business purposes (and not for resale or access by third-

SR#_

parties or other commercial purposes), and in accordance with the terms and conditions of this Agreement as well as any Documentation and training materials. The City will be responsible to Contractor for compliance with the restrictions on use and other terms and conditions of this Agreement by any of its Authorized Users.

B. Restrictions on Use. The City and its Authorized Users will not (and will not permit any third party to): (i) share the City's or any Authorized User's login credentials; (ii) reverse engineer, decompile, disassemble, or otherwise attempt to discern the source code, underlying ideas, algorithms, file formats, or interface protocols of the "Cloud Software Service for Law Enforcement" or of any files contained in or generated by the "Cloud Software Service for Law Enforcement"; (iii) copy, modify, adapt, translate or make derivative works of the "Cloud Software Service for Law Enforcement", Third Party Data or Third Party-Supplied Components, or otherwise use, resell, distribute or sublicense the "Cloud Software Service for Law Enforcement", Third Party Data or Third Party-Supplied Components other than in connection with this Agreement; (iv) make the "Cloud Software Service for Law Enforcement" available on a "service bureau" basis or allow any third parties to use the "Cloud Software Service for Law Enforcement" except as expressly authorized by this Agreement; (v) disclose the "Cloud Software Service for Law Enforcement" or any of its components to third parties; (vi) remove or modify any proprietary marking or restrictive legends placed on the "Cloud Software Service for Law Enforcement", Third Party Data or Third Party-Supplied Components; (vii) create or augment any mapping-related dataset including a mapping or navigation dataset, business listings database, mailing list, or telemarketing list for use in an implementation that is not connected to the "Cloud Software Service for Law Enforcement";

SR#_

(viii) use the “Cloud Software Service for Law Enforcement”, Third Party Data or Third Party-Supplied Components in violation of any applicable law; (ix) introduce into the “Cloud Software Service for Law Enforcement” any viruses, worms, defects, Trojan horses, malware, or any items of a destructive nature; (x) use the “Cloud Software Service for Law Enforcement” to post advertising or listings; (xi) use the “Cloud Software Service for Law Enforcement” to defame, abuse, harass, stalk, or threaten others; (xii) permit access or use of the Services by any individual outside the United States; (xiii) hide or obscure any Authorized User’s location; (xiv) permit access or use of the RMS, for any activities other than to enhance the City’s own services, where reliance solely on, or failure to use, the “Cloud Software Service for Law Enforcement” could lead to death, personal injury, or property damages. The City and its Authorized Users will not access the “Cloud Software Service for Law Enforcement” if in direct competition with Contractor, and will not allow access to the “Cloud Software Service for Law Enforcement” by any party who is in direct competition with Contractor, except with Contractor’s prior written consent. The City shall comply with additional restrictions on use of the “Cloud Software Service for Law Enforcement” as set forth below:

Google: Users are bound by the Google Maps/Google Earth Additional Terms of Service (including the Google Privacy Policy), available by following these links:

Google Maps Terms: http://maps.google.com/help/terms_maps.html

Google Privacy Policy: <https://policies.google.com/privacy?hl=en&gl=us>

Acceptable Use: https://enterprise.google.com/maps/terms/universal_aup.html

Amazon:

SR#_

Universal Service Terms: <https://aws.amazon.com/service-terms/>

Acceptable Use: <https://aws.amazon.com/aup/>

CommSys:

The City shall comply with all required CommSys Terms of Use upon receipt of written notice of the same from Contractor.

18. Data and Security.

A. Contractor represents and warrants that, subject to the City's and its Authorized User's compliance with their obligations hereunder, Contractor's collection, access, use, storage, disposal and disclosure of Data and Personal Information does and will comply with all applicable federal, state, and local privacy and data protection laws, as well as any other applicable regulations and directives in both Production and Non-production Environments.

B. Without limiting Contractor's obligations in this Agreement, Contractor shall implement administrative, physical, and technical safeguards to protect the City's Data that are no less rigorous than legal and regulatory requirements, including Criminal Justice Information Security Policy (CJIS), and accepted industry practices, such as the International Organization for Standardization's standards: ISO/IEC 27001:2005 - Information Security Management Systems - Requirements, the Information Technology Library (ITIL) standards, the Control Objectives for Information and related Technology (COBIT) standards, Advanced Authentication practices for two factor authentication, and/or other applicable industry standards for information security. To the

SR#_

extent that encryption is used in the performance of this Agreement, expected acceptable encryption standards include National Institute of Standards and Technology's (NIST) Federal Information Processing Standards (FIPS) 140-2 (Security Requirements for Cryptographic Modules). Contractor shall ensure that all such safeguards, including the manner in which Data and Personal Information is collected, accessed, used, stored, processed, disposed of and disclosed, comply with applicable data protection and privacy laws, as well as the terms and conditions of this Agreement.

C. At a minimum, Contractor's safeguards for the protection of the City Data and Personal Information shall include: (i) limiting access of Data and Personal Information to Authorized Persons; (ii) securing business facilities, data centers, paper files, servers, back-up systems and computing equipment, including, but not limited to, all mobile devices and other equipment with information storage capability; (iii) implementing network, device application, database and platform security (including vulnerability management); (iv) securing information transmission, storage and disposal; (v) implementing authentication and access controls within media, applications, operating systems and equipment; (vi) encrypting Data and Personal Information stored on any mobile media; (vii) encrypting sensitive Data and Personal Information transmitted over public or wireless networks; (viii) except as required for a multi-tenant environment, segregating City Data from information of Contractor or its other customers so that the City Data is not commingled with any other types of information; (ix) implementing appropriate personnel security and integrity procedures and practices, including, but not limited to, conducting background checks consistent with applicable law; and (x) providing appropriate privacy and information security training to Contractor's personnel.

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D. During the term of each Authorized Person's employment or other relationship with Contractor, Contractor shall at all times cause such Authorized Persons to abide strictly by Contractor's obligations under this Agreement. Contractor further agrees that it maintains a disciplinary and notification process to address, and to notify all affected persons and entities of, any unauthorized access, use, or disclosure of the City Data by any of Contractor's officers, partners, principals, employees, agents, or subcontractors.

E. Upon City's written request, Contractor shall provide City with access and an opportunity to review a network diagram that outlines Contractor's information technology network infrastructure and all equipment used in relation to fulfilling of its obligations under this Agreement, including, without limitation: (i) connectivity to the City and all parties not subject to this Agreement who may access Contractor's network to the extent the network contains City Data and Personal Information; (ii) all network connections including remote access services and wireless connectivity; (iii) all access control devices (e.g., firewall, packet filters, intrusion detection systems, and access-list routers); (iv) all back-up or redundant servers; and (v) permitted access through each network connection.

F. The City agrees it and its Authorized Users shall securely manage their respective password(s) for access to the "Cloud Software Service for Law Enforcement". The City agrees it shall notify the Contractor promptly in the event it becomes aware of any unauthorized access or use of the "Cloud Software Service for Law Enforcement", or of any of its or its Authorized Users' passwords or accounts. Unless expressly stated otherwise in this Agreement, a single username or password may not be used by more than one (1) Authorized User. The City is responsible for all

SR#_

activities conducted within User accounts in use of the “Cloud Software Service for Law Enforcement”. The City shall comply with all applicable local, state, federal and regional or other laws and regulations applicable in connection with use of the “Cloud Software Service for Law Enforcement”, including all those related to information security, privacy, and the transmission of technical or personal data.

G. The City agrees to (i) provide true, accurate, current and complete registration data for each account it creates via the “Cloud Software Service for Law Enforcement”, and (ii) maintain and promptly update the registration data to keep it true, accurate, current and complete.

H. Security Breach.

i. Contractor shall: (a) provide the City with the name and contact information for an employee of Contractor who shall serve as the City’s primary security contact and shall be available to assist, facilitate, and provide resources for the City twenty-four (24) hours per day, seven (7) days per week, three hundred sixty five (365) days per year as a contact in resolving obligations associated with a Security Breach; (b) notify the City of a Security Breach as soon as practicable, but no later than twenty-four (24) hours after Contractor becomes aware of a suspected or actual Security Breach; and (c) notify the City of any Security Breaches by telephone at the following number: 360.487.8888 (after hours, follow the prompt to be connected to an on-call employee); e-mailing the City with a read receipt at Help.Desk@cityofvancouver.us and with a copy by E-mail to Contractor’s primary Agreement contact within the City and as specified in this Agreement.

SR#_

ii. Immediately following Contractor's notification to the City of a suspected or actual Security Breach, the Parties shall coordinate with each other to contain, mitigate, investigate, and respond to the Security Breach. Contractor agrees to fully cooperate with the City in the City's handling of the matter, subject to Contractor's compliance with applicable laws.

iii. Contractor shall take commercially reasonable steps to immediately remedy any Security Breach and prevent any further Security Breach at Contractor's expense in accordance with this Agreement and any applicable privacy rights, laws, regulations, and standards.

iv. Except as required under applicable laws, Contractor agrees that it shall not inform any subject of Personal Information compromised in any Security Breach without first obtaining the City's prior written consent, other than to inform a complainant that the matter has been forwarded to the City's legal counsel. Further, subject to the City's obligation to provide such notification as required by applicable law, Contractor agrees to consult the City on: (a) whether notice of the Security Breach is to be provided to any individuals, regulators, law enforcement agencies, consumer reporting agencies, or others as required by law or regulation, or otherwise in the City's discretion; and (b) the contents of such notice, whether any type of remediation may be offered to affected persons, and the nature and extent of any such remediation.

v. Contractor agrees to fully cooperate at its own expense with the City in any litigation or other formal action deemed necessary by the City to protect its rights relating to the use, disclosure, protection and maintenance of the City Data and Personal Information. Notwithstanding any other provisions in this Agreement, Contractor shall be liable for all damages, fines, and/or

SR#_

corrective action arising from a Security Breach to the extent caused by any failure or breach of Contractor's data security obligations or confidentiality obligations.

I. Assurance.

i. Upon the City's written request, to confirm Contractor's compliance with this Agreement, as well as any applicable laws, regulations and industry standards, Contractor grants the City or, upon the City's election, a third party on the City's behalf, permission to perform an assessment, audit, examination, or review of Contractor's internal controls and environment in relation to all City Data and Personal Information being handled and/or services being provided to the City pursuant to this Agreement. Contractor shall fully cooperate with such assurance activities by providing access to knowledgeable personnel, physical premises under Contractor control, documentation, infrastructure and application software that processes, stores, or transports City Data and/or Personal Information for the City pursuant to this Agreement.

ii. Upon the City's written request, to confirm compliance with this Agreement, as well as any applicable laws and specific industry standards identified by the City, Contractor shall promptly and accurately complete a written information security questionnaire provided by the City or a third party on the City's behalf regarding Contractor's business practices and information technology controls and environment in relation to all the City Data and Personal Information being handled and/or services being provided by Contractor to the City pursuant to this Agreement. Contractor shall fully cooperate with such inquiries.

iii. In addition, upon the City's written request, Contractor shall provide the City with the reports and results of any audit by or on behalf of Contractor performed that assesses the

SR#_

effectiveness of Contractor's information security program as relevant to the security and confidentiality of City Data and Personal Information handled or shared arising out of this Agreement. Examples of acceptable audit reports include: (a) a Service Organization Control (SOC) 2 Type 2 audit performed at least one time each year addressing applicable security, availability, processing integrity, confidentiality, and privacy controls applicable to the Contractor's, and any Subcontractor's, performance of Work required under this Agreement performed in accordance with American Institute of Certified Public Accountants (AICPA) standards; and, for any third party data center and hosting arrangements, and if such third party consents to disclosure, (b) a SOC 3 audit performed at least one time each year addressing all applicable security, availability, processing integrity, confidentiality, and privacy controls applicable to the performance of this Agreement and performed in accordance with AICPA standards.

iv. With the consent of its Third Party Suppliers, as applicable, at least once per year, Contractor shall conduct site audits and test the security of the information technology and information security controls for all facilities used in complying with its obligations under this Agreement, including, but not limited to, a network-level vulnerability assessment and internal and external penetration test performed by a qualified security firm that is not employed by the Contractor based on the recognized industry best practices. Upon the City's written request, Subcontractor(s) and, to the extent permitted by its Third Party Suppliers, Contractor shall make the report available to the City for review and inspection

v. In the event any issues and/or exceptions are identified through the performance of such assessments, the Contractor will provide timely and appropriate corrective action, and will

SR#_

validate the effectiveness of the corrective action(s), and will report progress and results to the City, as requested.

vi. Any third party assurance provisions intended to assess the security and compliance of the Contractor's (and any Subcontractor's) internal controls, such as for SOC 2 Type 2 audits and security vulnerability and penetration testing, shall be at the expense of the Contractor. Any corrective actions taken by the Contractor as a result of any issues and/or exceptions identified through the performance of assurance activities and assessments shall also be at the sole expense of the Contractor.

vii. The Contractor shall provide SOC 2 Type 2 Audit Report yearly or upon the City's request.

viii. The Contractor shall continue use of "Token Based SAML 2.0 Authentication (for secure single sign-on)".

J. CJIS Audits

i. The Contractor acts on behalf of any Subcontractor(s) and shall be compliant with the Criminal Justice Information Security (CJIS) Policy (<https://www.fbi.gov/services/cjis/cjis-security-policy-resource-center>) with its current version and its future versions.

ii. No Work under this Agreement shall begin or continue until the following are deemed satisfactory by the City: (a) Contractor shall provide fingerprint cards to the City or other authorized agency within Washington State designated by the City, for every Contractor employee or Subcontractor(s) accessing the City's Data so that the City or other authorized agency within Washington State designated by the City may conduct the fingerprint based background checks; and

SR#_

(b) the Contractor shall provide a signed CJIS Security Addendum (see Exhibit A, Addendum 1) for every Contractor employee or Subcontractor who will have access to the City's Data; and (c) the Contractor shall complete the Federal Bureau of Investigation CJIS Security Awareness Training (Level 4) via CJIS Online (<https://www.cjisonline.com/>) every two (2) years for every Contractor employee or Subcontractor(s) accessing the City's data.

iii. Upon the City's request, the Contractor agrees to participate in CJIS Security Audits as defined in the "CJIS Security Policy" including audits conducted by Washington State Patrol and the Federal Bureau of Investigation. As part of this audit, the City will review and request attestations ensuring all CJIS Security Policy requirements are met. The Contractor agrees to participate in such audits on its behalf and the behalf of its Subcontractor(s). The Contractor agrees to remedy issues that arise from the CJIS Security Audit by responding within 30 (thirty) days with an immediate remedy or a plan for the remediation.

K. Security Questionnaire.

i. The Contractor shall promptly, truthfully and accurately complete any Security Questionnaire requested by City and/or called for under this Agreement.

ii. Prior to the use of any Subcontractor under this Agreement, Contractor shall notify the City of the Subcontractor(s) that are intended to be involved in providing any of the Work called for under this Agreement to the City, and Contractor must obtain the City's written consent in advance. Upon request, the Contractor shall provide written lists of Subcontractors effective at the time of this Agreement signing.

SR#_

iii. In the event that Contractor terminates its agreement with a City-approved Subcontractor, Contractor shall first allow the City the option to assume any applicable rights and obligations of the Contractor under this Agreement and to transfer any subcontracting agreement to the City, provided there shall be no changes in the “Cloud Software Service for Law Enforcement”. Contractor shall provide the City with advance written notice of its intent to terminate any subcontracting agreement and at least thirty (30) days to respond and indicate whether the City wishes to assume the rights and obligations under such agreement.

19. Optional Purchase of SaaS Protection.

The Parties recognize that City’s ability to adequately utilize the RMS may be materially jeopardized if Contractor fails to maintain or support such RMS, absent a means for ensuring continuity of operation of Contractor’s cloud-based software and related Documentation for City’s RMS needs (“SaaS Protection”). The Parties anticipate that SaaS Protection could include services offering continuous, automated online backup where a virtual copy of the “Cloud Software Service for Law Enforcement” and City Data are stored, and where access to this redundant system would only be available in the event that Contractor fails to maintain full functionality of the RMS during the term of this Agreement. The Parties have evaluated the cost and feasibility of securing SaaS Protection and found that as of the signing of this Agreement, doing so is unreasonably cost prohibitive. However, recognizing that market conditions will likely increase the commercial availability of SaaS Protection during the Term of this Agreement, the Parties agree that they may elect to secure SaaS Protection at a future date subject to the following provisions:

SR#_

A. Upon the mutual written agreement of the parties, Contractor will coordinate with a mutually agreeable SaaS Protection service to allow backup of the most current version of the Contractor's software in use by City.

B. City shall pay all fees of SaaS Protection services provided, UNLESS Contractor should enter into an escrow agreement for SaaS Protection of Contractor's Software for the benefit of one or more other customers of Contractor during the term of this Agreement, in which case Contractor shall provide to City a current copy of such SaaS Protection agreement within ten (10) days of City's request and if such existing SaaS Protection agreement is acceptable to City, Contractor shall include City as a third party beneficiary of such escrow agreement at a pro-rated rate to City.

20. Major Emergencies or Disasters.

The City may undergo an emergency or disaster that may require the Contractor to either increase or decrease quantities from normal deliveries, or that may disrupt the Contractor's ability to provide normal performance. Such events may include, but are not limited to, a storm, high wind, earthquake, flood, hazardous material release, transportation mishap, loss of any utility service, fire, terrorist activity or any combination of the above.

In such events, noting the need for information contained in an RMS system, the Contractor shall devote commercially reasonable efforts to provide the requested goods and/or services to the City in as complete and timely manner as possible. Such efforts by the Contractor are not to be diminished as a result of Contractor providing service to other customers.

SR#_

21. Force Majeure.

This section applies in the event that either party is unable to perform the obligations of this Agreement because of a Force Majeure event as defined herein. A Force Majeure event is an event that prohibits performance and is beyond the control of the party. Such events may include natural or man-made disasters, or an action or decree of a superior governmental body, which prevents performance.

Force Majeure under this Section shall only apply to the extent that performance is rendered not possible by either party or its agents. Should either party be unable to perform the obligations of this Agreement as the result of a Force Majeure event, such party shall give notice to the other party as soon as practical and shall do everything possible to resume performance.

Upon receipt of such notice, the party shall be excused from such performance as is affected by the Force Majeure Event for the period of such Event. If such Event affects the delivery date or warranty provisions of this Agreement, such date or warranty period shall automatically be extended for a period equal to the duration of such Event.

22. Public Disclosure Compliance. The parties acknowledge that the City of Vancouver is an “agency” within the meaning of the Washington Public Records Act, Ch. 42.56 RCW (the “PRA”), 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

SR#_

Confidential Information of the Contractor, the City shall notify Contractor of such request(s) within 2 business days of receipt of the request, inform Contractor which records it intends to disclose and provide Contractor with at least twenty-one (21) days' notice before disclosing any such records.

If a party is requested to disclose any of the other party's Confidential Information pursuant to any judicial or governmental order, that party will not disclose the Confidential Information without first giving the other party written notice of the request and sufficient opportunity to contest the order, to the extent such notice and opportunity to contest may be lawfully given. If one party is nonetheless legally compelled to disclose Confidential Information, such party may, without liability hereunder, disclose only that portion of the Confidential Information which such counsel advises is legally required to be disclosed, provided that such party shall use its best efforts to preserve the confidentiality of the Confidential Information, including, without limitation, by cooperating with the other party to allow adequate time to obtain an appropriate protective order or other reliable assurance that confidential treatment will be afforded the Confidential Information by such tribunal.

23. Media Releases. Except for any announcement intended solely for internal distribution by Contractor or any disclosure required by legal, accounting, or regulatory requirements beyond the reasonable control of Contractor, all media releases, public announcements, or public disclosures (including, but not limited to, promotional or marketing material) by Contractor or its employees or agents relating to this Agreement or its subject matter, or including the name, trade mark, or symbol of City, shall be coordinated with and approved in writing by City prior to the release thereof.

SR#_

Notwithstanding the foregoing, to the extent permitted by Law, City agrees that Contractor may use City's name and logo in lists of customers, on promotional and marketing materials and on its website. City will use reasonable efforts to provide reference calls to prospective customers, testimonials for use in web/online promotions and marketing collateral, and participate in a case study (all testimonials or excerpts related to City to be approved by City).

24. Assignment. Neither party may assign this Agreement or any rights or duties hereunder, by operation of law or otherwise, without the prior written consent of the other party; provided, however, that Contractor may, without the consent of the City, assign or otherwise transfer all, or substantially all, of its assets and obligations (to include those arising out of this Agreement, along with those arising out of all other substantially similar, then-existing contracts with law enforcement agencies) to an entity with or into which it is merged or consolidated or to which it sells its stock or other equity interests or all or substantially all of its assets. Any assignment or other transfer in violation of this section will be null and void. Subject to the foregoing, this Agreement will be binding upon and inure to the benefit of the parties hereto and their permitted successors and assigns.

25. Complete Agreement.

This Agreement consists of these General Terms and Conditions together with Exhibit A "Technical Specifications and Schedule of Services", Exhibit B "Compensation", any duly executed Amendments, Contractor's "Software License and Services Agreement" together with Schedule C

SR#_

“Technical Requirements”, Contractor’s Statement of Work, Contractor’s Service Level Agreement, Contractor’s RFP Response to City RFP 17-18, and City of Vancouver RFP 17-18; each of the foregoing are hereby incorporated by this reference as if set forth fully herein. In the event of a conflict between any of the terms, rights or obligations of this Agreement the following order of priority shall apply:

- A. Applicable federal, state and municipal law;
- B. Any Amendments to this Agreement;
- C. These General Terms and Conditions (this document) together with Exhibit A (Technical Specifications and Schedule of Services), and Exhibit B (Compensation);
- D. Contractor’s “Software License and Services Agreement” together with Schedule C “Technical Requirements”;
- E. Contractor’s Statement of Work;
- F. Contractor’s Service Level Agreement;
- G. Contractor’s Response to City RFP 17-18;
- H. City of Vancouver RFP 17-18.

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

26. Severability

If any term or provision of this Agreement is determined by a court of competent jurisdiction to be invalid or unenforceable, the remainder of this Agreement shall not be affected thereby, and each term and provision of this Agreement shall be valid and enforceable to the fullest extent permitted by law.

SR#_

27. Ratification.

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

28. Governing Law/Venue.

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

29. Notices and Representatives.

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

City Agreement Administrator:

Chief James McElvain
Vancouver Police Department
605 E. Evergreen Blvd.
Vancouver WA 98661

Contractor:

Mark43, Inc.
250 Hudson Street
3rd Floor

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New York, NY 10013
Attn: David Jochim
Email: dave@mark43.com

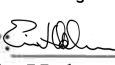
Copy to:

Mark43, Inc.
250 Hudson Street
3rd Floor
New York, NY 10013
Attn: General Counsel
Email: contractnotices@mark43.com

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By their signatures below, the following individuals represent that they are legally authorized to bind their respective Parties to the terms of this Agreement as of the date set forth on Page 1 of this Agreement:

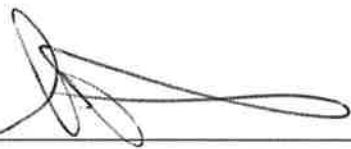
CITY OF VANCOUVER, a municipal corporation

DocuSigned by:
By: 
Eric Holmes, City Manager

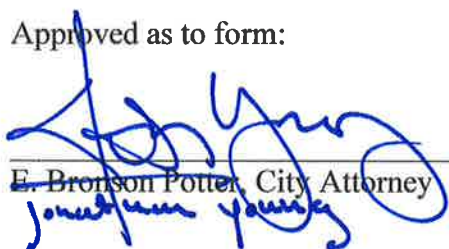
Attest:

DocuSigned by:
Natasha Ramras
BCF6734E40E94AE...
Natasha Ramras, City Clerk

Mark43, Inc., Contractor

By: 
Name: Steven Salbetta
Title: Chief Financial Officer

Approved as to form:


E. Bronson Potter, City Attorney

SR#_

EXHIBIT A
TECHNICAL SPECIFICATIONS AND SCHEDULE OF SERVICES
 To:
City of Vancouver Agreement # _____
A Technology Agreement for Software as a Service
By and Between City of Vancouver and Mark43, Inc.
for a Police Records Management and
Report Writing System

CONTENTS:

I. Technical Specifications	59
A. As set forth in Table I.A. (City RFP 17-18 Response).....	59
B. As further specified and agreed.....	98
<u>Addendum 1</u> – CJIS Security Addendum.....	101
II. Schedule of Services	102
A. Project Timeline.....	102
B. Contractor’s Key Personnel.....	105

SR#_

I. Technical Specifications

- A. Mark43 shall deliver to the City the “Cloud Software Service for Law Enforcement” with capabilities meeting or exceeding the technical specifications listed in Table I.A. below:

**Exhibit A - Table I.A.
(City RFP 17-18 Response)**

Requirement Number	REQUIREMENT	RESPONSE CODE	PROPOSER COMMENTS
1.0	System Administration		
1.1.1	The agency system administrator can manage the following functionality settings without assistance from the Contractor or other support personnel:		
1.1.2	Offense tables	Fully Capable	
1.1.3	Arrest tables	Fully Capable	
1.1.4	NIBRS data tables	Fully Capable	
1.1.5	Case management related tables	Fully Capable	
1.1.6	All tables listing physical descriptors of persons/vehicles/property	Fully Capable	
1.1.7	Individual user access rights	Fully Capable	
1.1.8	User group access rights	Fully Capable	
1.1.9	Adding, updating and removing or inactivating users	Fully Capable	
1.1.10	Routing of records	Fully Capable	
1.1.11	Report review and approval queues/workflows	Fully Capable	
1.1.12	Create pre-formatted narratives that can be used in various types of reports	Fully Capable	Functionality available in Year 2020
1.1.13	Data fields throughout the system can be made mandatory or optional	Fully Capable	
1.1.14	Assign default values to specified data fields	Not Capable	
1.1.15	Create customized user-defined data fields or free text fields throughout the system	Partially Capable	See Section VIII. Attachments for list of configurable fields.

SR#_

1.1.16	The system provides textual descriptions of how each system administration feature operates and will display to the user how changing settings will impact the system and users. Provide screenshots.	Fully Capable	See Section VIII. Attachments for system administrator screenshots.
1.1.17	The system has an online or in-application help feature that lists all available options for system configuration.	Fully Capable	
1.1.18	System configuration/administration changes can be made when system is live without having to shut it down or restart it.	Fully Capable	
1.1.19	The system will include a master user index with the following features:		
1.1.20	A system administrator can assign user rights levels including add, delete, modify to every user.	Fully Capable	
1.1.21	A system administrator can create user groups (patrol, investigations, etc.) and can assign users to each group.	Fully Capable	
1.1.22	A system administrator can create shifts and assign users to a shift (day shift, night shift, etc.).	Partially Capable	While users in Mark43 RMS are not assigned to shifts, supervisors and administrators can easily sort between reports written by time of day.
1.1.23	Administrators can add employment history to users including date hired, promotion dates, employment status, etc.	Fully Capable	
1.1.24	Users can enter information regarding equipment assigned to an employee.	Partially Capable	Mark43 RMS supports a mobile GPS device identifier.
1.1.25	Users can enter information regarding a employee's certifications (DUI certified, etc).	Fully Capable	
1.1.26	Users can search for records per user and the system will provide a listing of all records created by the user during a certain time period (user-defined time period).	Fully Capable	
1.1.27	Administrators can add contact information to a user/employee master record including phone, address, email, and emergency contact information.	Fully Capable	
1.1.28	Users can enter an employee's training history including course information.	Fully Capable	
1.1.29	The system will include standard NCIC codes for information entered into and managed by the system including persons, property, and vehicle descriptions.	Fully Capable	
1.1.30	The system is capable of continuous operation without degradation while files are backed up.	Fully Capable	
1.1.31	The system includes OCR capability allowing for attachments to be keyword searchable.	Partially Capable	Mark43 RMS supports text indexed PDFs.

SR#_

2.0 Security and Auditing			
2.1.1	The system includes a full audit trail which logs all transactions including user access, searches, edits, record creation, modification, deletion, and system configuration changes as follows:		
2.1.2	Name and identifier of person conducting the transaction	Fully Capable	
2.1.3	Name of the computer where the transaction was initiated	Not Capable	
2.1.4	Date and time of the transaction	Fully Capable	
2.1.5	The type of transaction	Fully Capable	
2.1.6	The results of the transaction	Fully Capable	
2.1.7	Pre- and post values for all edits to existing records	Fully Capable	
2.1.8	All log transactions can be searched and statistical reports can be generated utilizing a combination of the following:		
2.1.9	Date and time range	Fully Capable	
2.1.10	Record type	Fully Capable	
2.1.11	Transaction type	Fully Capable	
2.1.12	Data fields selected by user	Fully Capable	
2.1.13	User name	Fully Capable	
2.1.14	User groups	Fully Capable	
2.1.15	Computer name		
2.1.16	The user's query parameters	Fully Capable	
2.1.17	Permissions can be set to only allow certain user groups to view certain types of records.	Fully Capable	
2.1.18	The system will automatically capture, for every record created, the user's name, identification number, time and date of the record and the name of the computer used at the time of creating the record.	Fully Capable	
2.1.19	The system's mobile capability meets the most current CJIS standards.	Fully Capable	
2.1.20	System records can be secured or "locked down" so that the record is only visible to a designated user or group of users.	Fully Capable	

SR#_

2.1.21	Confidential records are not visible to users outside the allowed group, even when viewing a related Master Index record. (i.e. when viewing a vehicle that was involved in a confidential incident, the secured incident will not show up on the vehicle's list of related cases)	Fully Capable	
2.1.22	Details of confidential records will not show on system, statistical, or ad hoc reports generated by users outside the allowed group.	Fully Capable	
2.1.23	Confidential case information is counted appropriately for NIBRS reporting.	Fully Capable	
2.1.24	The system utilizes unique User IDs and passwords to control access and privileges within the system.	Fully Capable	
2.1.25	System users are able to change their own passwords, complying with CJIS password requirements as specified in the CJIS Security Manual.	Fully Capable	
2.1.26	System Administrators are able to reset user passwords.	Fully Capable	
2.1.27	System Administrators are able to define a system-wide parameter that "locks out" a user after a defined number of failed logon attempts and/or other types of security breach attempts have occurred.	Fully Capable	
2.1.28	System Administrators are able to remotely reactivate a user that has been "locked-out" due to the applicable number of failed logon and/or other type of security breach attempts.	Fully Capable	
2.1.29	The system is able to track and maintain user sign-on and sign off times indefinitely.	Fully Capable	
2.1.30	System Administrators are able to immediately disable a user account, a user group, or all users (except system admins) such that the user(s) is not able to log on to the system.	Fully Capable	
2.1.31	System Administrators are able to immediately disable a user account such that if a user is already logged on, they are immediately disconnected from the system.	Fully Capable	
2.1.32	The system maintains a history of de-activated user IDs.	Fully Capable	
2.1.33	The system does not allow de-activated user IDs to be re-used, except through the explicit designation of an Administrator with the authority to re-use de-activated user IDs.	Fully Capable	
2.1.34	Authenticated system users are able to initiate all system modules and externally interfaced systems that they are authorized to access through a single login process.	Fully Capable	
2.1.35	System users do not have to log in multiple times to access different system modules or interfaces on the	Fully Capable	

SR#_

	same device or workstation.		
2.1.36	The deletion of user profile records only disables the records and does not delete them from the system thereby enabling historical analysis of the activities completed by those individuals and profiles in the system.	Fully Capable	
2.1.37	The system login screen displays a logon message, with configurable text by the system administrator.	Fully Capable	
2.1.38	In the event that there is a failure in the transaction auditing process, the system has a method of notifying system administrators there is a problem.	Fully Capable	
2.1.39	System administrators can manage both user and workstation security profiles from a central location.	Fully Capable	
2.1.40	The system will operate within the Microsoft security environment allowing the System Administrator to manage access through Group Policy, NTFS and Share permissions.	Not Capable	
3.0 Searching for Records			
3.1.1	The system includes a global search field which allows users to enter keywords, partial words, partial records information (i.e. partial license plate, etc) and the system will return any and all records containing records related to the search.	Fully Capable	
3.1.2	When conducting searches, users can specify search parameters in data fields including "greater than", "less than", "equal to" and "not equal to."	Fully Capable	
3.1.3	The system will list in one centralized screen the results from queries in a way that doesn't require the user to manually navigate to a different screen.	Fully Capable	
3.1.4	The results from user searches include links that will open the related record(s) in way that doesn't require the user to navigate to a different screen.	Fully Capable	
3.1.5	The results from user searches can be sorted according to the user's preference and exported to Microsoft Office documents such as Excel and Word.	Fully Capable	
3.1.6	The system includes shortcuts that enable users to click a button to instantly return recently created records (i.e. the last 50 reports).	Fully Capable	
3.1.7	The system enables users to conduct free-text searches of report narratives.	Fully Capable	
3.1.8	When conducting searches for data contained in fields which are table driven, users can enter plain text which will display the most appropriate option in the table.	Fully Capable	

SR#_

3.1.9	Users can conduct searches on a map by selecting a geographical area to identify any records that are related to the geographical area.	Fully Capable	
3.1.10	Users can search for records utilizing GIS layers including, for example, patrol beats or zones.	Fully Capable	
3.1.11	The system enables searches for records and activities (i.e. number of reports, arrests, citations) per user (officer) during a user-defined time period.	Fully Capable	
3.1.12	The system includes a feature to conduct research into how long it takes users to write reports.	Not Capable	
3.1.13	The system will allow multiple users to view the same record at any give time, based on agency security privileges.	Fully Capable	
3.1.14	The system contains a "SOUNDEX" feature that recognizes records similar to those queried, and presents those results to the user along with exact matches.	Fully Capable	Mark43 utilizes Fuzzy Matching which includes Soundex search.
3.1.15	Users can search for, and within, reports which are not yet complete or not yet approved so that such draft reports are searchable. Data within such unfinished or draft reports can be queried by any user.	Fully Capable	
3.1.16	When data searches are conducted, the data in unfinished and unapproved reports will be included in the results.	Fully Capable	
4.0 Report Writing			
<i>Several of the specifications in this section require the interface described in Section 21.6. Please ensure to reconcile your responses in this section to the requirements in Section 21.6.</i>			
4.1.1	When writing reports, upon the user completing a data field the system will automatically advance the user to the next field so the user does not have to manually navigate through each one.	Fully Capable	
4.1.2	The system enables users to switch from writing a report to searching the system without having to log-out or switch applications/systems.	Fully Capable	
4.1.3	Users can conduct state and national criminal history queries on persons from within the report writing application while writing a report.	Fully Capable	Mark43 is capable of providing this functionality through interfacing with a third party message switch provider. See Technical Specifications B for NCIC related development.
4.1.4	Users can query driver's licenses from within the report writing application for insertion of the license data into reports	Fully Capable	Mark43 is capable of providing this functionality through interfacing with a third party message switch provider. See Technical

SR#_

			Specifications B for NCIC related development.
4.1.5	Users can conduct state and national queries on vehicles from within the report writing application while writing a report, and prefill queried vehicle registration information.	Fully Capable	Mark43 is capable of providing this functionality through interfacing with a third party message switch provider. See Technical Specifications B for NCIC related development.
4.1.6	As users are writing reports, if there are historical records related to the information being entered by the user, the system will display all historical involvements in a sortable list without having to switch screens or applications.	Fully Capable	
4.1.7	As users are writing reports, if there are historical reports related to the information being entered by the user, the user can click a link to immediately view the report(s).	Fully Capable	
4.1.8	The system will automatically display wanted person or wanted vehicle messages to the user when the user enters a person or vehicle that is wanted.	Fully Capable	
4.1.9	Users can indicate in a report that it requires further follow-up investigation and when this option is selected, the system will automatically notify a pre-defined user(s).	Fully Capable	
4.1.10	Users have the option to manually route reports to user-selected recipients.	Fully Capable	
4.1.11	Users can run a search for records which have not been routed or the system has a queue displaying a list of records which have not been routed.	Fully Capable	
4.1.12	The system does <i>not</i> require users to input whether a crime is a felony or misdemeanor.	Fully Capable	
4.1.13	The system automatically time/date stamps reports when submitted as well as the user's name and ID number.	Fully Capable	
4.1.14	The system can be configured to require supervisory approval of reports prior to routing them.	Fully Capable	
4.1.15	Users can duplicate a report but with a different case number when necessary to write separate reports for incidents that are related.	Not Capable	
4.1.16	Users can enter/write live "URL" links in the narrative of reports.	Not Capable	
4.1.17	The system will automatically insert links to the name, vehicle or property records that users refer to in the narrative of reports.	Not Capable	
4.1.18	The system will automatically notify users via email when their report has not yet been written (case number has been generated but user forgot to write or	Not Capable	

SR#_

	submit report).		
4.1.19	The system will automatically notify supervisors when reports have not been written that should have been, based on a case number being generated or other determining factor.	Fully Capable	
4.1.20	When writing reports, users have the option to select data in drop down lists by scrolling or entering key words or characters.	Fully Capable	
4.1.21	The system provides the option for users to dictate reports.	Partially Capable	The system will make use of mobile dictation if RMS mobile app is deployed.
4.1.22	The system will prompt users when there is a NIBRS error and provide textual guidance regarding how to fix the error.	Fully Capable	
4.1.23	The system will prompt users when more than one report should be written because the case involves a separation of Time and Place (as per NIBRS), including at least reminding officers of this requirement.	Not Capable	
4.1.24	The system will notify users when writing reports involving more than one offense and more than one offender that more than one report should be written if the offenders were not acting in concert as per the "multiple offenders acting in concert rule" in NIBRS.	Fully Capable	
4.1.25	The system will notify users when burglaries at hotels and motels should be written as one report per NIBRS.	Fully Capable	
4.1.26	Users can enter all NIBRS data required for the "Law Enforcement Officers Killed or Assaulted" NIBRS report.	Fully Capable	
4.1.27	Users can enter all NIBRS data required for Hate Crime reports.	Fully Capable	
4.1.28	The system includes a specific module to document K9 related activities.	Not Capable	
4.1.29	The system includes a specific module where users can enter and manage records regarding confidential informants into a specific area of the system designed for confidential informant records.	Not Capable	
4.1.30	The system includes an intelligence module, where users can enter and manage specific records related to criminal intelligence gathering and criminal intelligence information into a specific area of the system designed for criminal intelligence operations which is accessible to designated personnel only.	Not Capable	
4.1.31	The system supports and utilizes a standard Windows functionality including:		

SR#_

4.1.32	Drag and drop	Fully Capable	
4.1.33	Right-click shortcut menus	Not Capable	
4.1.34	Maximize, minimize, and resize windows	Fully Capable	
4.1.35	Display of multiple windows	Fully Capable	
4.1.36	Keyboard shortcuts	Fully Capable	
4.1.37	Users are able to quickly identify the number of narratives and reports contained in a case.	Fully Capable	
4.1.38	The system will hide or disable unnecessary fields based on configurable workflows (i.e. unless the user is entering a crime against persons, he/she shouldn't be prompted to add the Victim/Offender relationship, that field should be disabled or hidden to minimize data entry).	Fully Capable	
4.1.39	Data being entered into the system will not be impacted by using multiple applications at once.	Fully Capable	
4.1.40	The system allows user-level customization of some program features:		
4.1.41	System has a night mode, where users can choose screen colors to minimize glare when working in limited lighting.	Fully Capable	
4.1.42	System allows users to sort lists based on their preferences.	Fully Capable	
4.1.43	Text size can be adjusted for easier viewing.	Fully Capable	
4.1.44	The system will prevent users from modifying a record while it is being modified by another user and will notify the user why they can't modify the record at the moment.	Partially Capable	Two users may work concurrently on the same report in Mark43 RMS to facilitate cooperation and efficiency. The Other Viewers feature allow end-users to be notified when other agency personnel are working on the same report.
5.0 Names			
5.1.1	Users can enter an unlimited amount of names in reports and assign standard name types to each (victim, witness, suspect, arrestee, offender, other, etc.).	Fully Capable	
5.1.2	All names in the system are assigned a unique, non-reusable system generated number.	Fully Capable	Names in Mark43 RMS are organized by Master Entity Profiles. All data associated with a name in the system is contained within their unique

SR#_

			Master Profile.
5.1.3	The system has a name validation tool that allows an administrator to review possible duplicate names that have been entered into records and to accept new names or to select an existing master name record which may be a match to the user-entered name.	Not Capable	
5.1.4	The system will notify users if there is a conflict or error involving the correct number of related victims and/or suspects/offenders in reports.	Fully Capable	
5.1.5	Users can enter "suspects" into a separate "suspect" portion of the report when the suspect is unknown and the officer only has limited information about the person.	Fully Capable	
5.1.6	Users can attach photos of unknown persons from surveillance cameras or other sources into the suspect portion of the report (or other location in the system) and enter physical descriptors of the suspect allowing users to search for these attachments by description of the person.	Fully Capable	
5.1.7	Photos of unknown persons from surveillance cameras or other sources can be uploaded to the system and searched by users one by one.	Fully Capable	
5.1.8	Users can enter person's name and all personal identifying information including full name, date of birth, address, SSN, phone number	Fully Capable	
5.1.9	Users can enter the person's alias or nickname	Fully Capable	
5.1.10	Users can enter the person's physical description via individual data fields for each physical characteristic via menu-driven options.	Fully Capable	
5.1.11	Users can enter the person's email address.	Fully Capable	
5.1.12	The system will prevent users from creating "unknown person" entries in the name section of reports and direct them to enter information about unknown persons in a suspect field/module.	Fully Capable	
5.1.13	Users can place agency-defined flags and/or alerts on persons when writing reports (violent person, wanted for questioning, gang member).	Fully Capable	
5.1.14	The system will automatically notify the user who entered an alert on a person when another user searches for or enters the person/name record with the alert into a report.	Not Capable	
5.1.15	The system enables users to enter physical descriptors of persons utilizing plain English which will activate a drop-down menu with corresponding options.	Fully Capable	
5.1.16	The system enables users to enter contact information for names, including social media accounts.	Fully Capable	

SR#_

5.1.17	The system will automatically recognize juvenile names in reports based on the birthdate and flag such persons as a juvenile.	Fully Capable	
5.1.18	The system enables users to enter business names as victims, or other roles, in reports.	Fully Capable	
5.1.19	The system enables users to enter aliases or AKAs for persons.	Fully Capable	
5.1.20	Users can enter known associates in a report.	Fully Capable	
5.1.21	Users can enter employment information on persons entered in a report.	Fully Capable	
5.1.22	Users can enter school information on persons entered in a report.	Fully Capable	
5.1.23	Name records will automatically display the person's photograph (mugshot) that is associated with the name.	Fully Capable	
5.1.24	Photographs in the system can be searched by physical descriptors.	Not Capable	
5.1.25	Users can enter agency-defined modus operandi descriptions on name records.	Fully Capable	
6.0	Vehicles		
6.1.1	Users can enter an unlimited amount of vehicles in reports and assign standard vehicle status types to each (stolen, recovered, towed, etc.).	Fully Capable	
6.1.2	All vehicles in the system are assigned a unique, non-reusable system generated number.	Fully Capable	
6.1.3	Users can enter the make, model, year, color, tag, VIN and other descriptors utilizing plain English which will activate a drop-down menu with corresponding options.	Fully Capable	
6.1.4	The system includes standard NCIC vehicle codes.	Fully Capable	
6.1.5	The system has a feature to prevent users from entering duplicate vehicles (vehicles that are already in the system).	Fully Capable	
6.1.6	Users can enter agency-defined alerts on vehicles (i.e. "wanted vehicle", "known gang vehicle", etc.).	Not Capable	
6.1.7	The system will automatically notify the user who entered an alert on a vehicle when another user searches for the vehicle or enters the vehicle with the alert into a report.	Fully Capable	Functionality available in Year 2020
6.1.8	When users update/edit a vehicle record that is already in the system, the historical information is retained and is searchable.	Fully Capable	
7.0	Supplemental Reports		

SR#_

7.1.1	Users can write and submit supplemental reports even though the incident report for the same case has not yet been submitted and approved.	Fully Capable	
7.1.2	Users can create a supplemental report even when the original report has not yet been started.	Fully Capable	
7.1.3	When appropriate, the system will notify the user who is submitting a supplement when the supplement may cause a NIBRS error.	Fully Capable	
7.1.4	Supplemental reports can be assigned for investigation.	Fully Capable	
7.1.5	Users can enter additional persons involved in a case via a supplemental report.	Fully Capable	
7.1.6	Users can enter additional vehicles involved in a case via a supplemental report.	Fully Capable	
7.1.7	Users can enter additional property items involved in a case via a supplemental report.	Fully Capable	
7.1.8	Users can select pre-formatted narratives/templates to use in supplements based on supplement type.	Fully Capable	Functionality available in Year 2020
7.1.9	Users can open an incident report in the records management system and click a button to add a supplemental report to the case.	Fully Capable	
7.1.10	Supplemental reports can be assigned a type by the user based on a menu-driven list of supplemental types (i.e. investigative supplement, report correction, etc).	Fully Capable	
7.1.11	When a supplement is written to an existing case, the user assigned to the case will be automatically notified a supplemental report has been written.	Fully Capable	
8.0 Arrest Reports			
<i>Currently, when an officer documents an arrest, the arrest information is entered into an online Clark County Sheriff's Office (CCSO) "pre-book" form. This information is uploaded to the CCSO RMS and JMS. There is no interface between this system and the current Vancouver RMS. Proposers are encouraged to propose arrest reporting functionality that will enable officers to complete an arrest and booking report one-time which enables the data to populate both the new RMS and Clark County's booking system. See Appendix I for additional information regarding options for this interface as well as Section 21.4 in this document for further specifications.</i>			
8.1.1	Users can write and submit arrest reports.	Fully Capable	
8.1.2	The arrest report will include and submit required NIBRS data	Fully Capable	
8.1.3	Arrests can be reviewed, rejected if necessary, and approved by a supervisor	Fully Capable	
8.1.4	Arrests for wanted persons will trigger a notification to the user assigned to the case that describes the basis for the warrant.	Fully Capable	

SR#_

9.0 Field Interview Reports			
<i>Field interviews are situations when a police officer encounters a person who they want to document as having been contacted or interviewed. The person may be a suspect in a crime or engaging in suspicious behavior but is not arrested. The officer needs to be able to document who the person was, what the circumstances of the encounter were, their physical description, the time/date of the encounter, the vehicle the person was using at the time, and miscellaneous notes about the encounter.</i>			
9.1.1	Field interviews are assigned a unique, non-reusable system generated number.	Fully Capable	
9.1.2	Users can enter the following information into a Field Interview record:		
9.1.3	The time, date, and address of the encounter	Fully Capable	
9.1.4	Names	Fully Capable	
9.1.5	Vehicles	Fully Capable	
9.1.6	Property	Fully Capable	
9.1.7	Miscellaneous notes	Fully Capable	
9.1.8	A case number if related to a case	Fully Capable	
9.1.9	A photograph of the person can be attached to the record	Fully Capable	
9.1.10	Users can attach other photos and records to the field interview	Fully Capable	
9.1.11	The reason for the encounter via a menu-driven data field (i.e. suspicious activity, vandalism, etc.)	Fully Capable	
10.0	Review and Approval of Reports and Quality Control		
10.1.1	The system enables users to electronically submit reports to a supervisor for review and approval.	Fully Capable	
10.1.2	The system includes a feature enabling users to submit incident, supplemental, and arrest reports to supervisors for review, approval or rejection.	Fully Capable	
10.1.3	There is a report approval queue which lists reports that are pending review and approval, and this queue can be set to show either all reports or just those reports in the reviewer's user/work group.	Fully Capable	
10.1.4	The system can automatically notify a supervisor when a report is submitted for review.	Fully Capable	
10.1.5	The system can automatically notify a user via email when a report has been rejected for correction which includes the comments from the user who rejected the report.	Fully Capable	

SR#_

10.1.6	The report approval queue will display the following in one screen:		
10.1.7	Title of report	Fully Capable	
10.1.8	Case number	Fully Capable	
10.1.9	Status (submitted, pending review, rejected)	Fully Capable	
10.1.10	Date of report	Fully Capable	
10.1.11	Date report submitted	Fully Capable	
10.1.12	When a supervisor rejects a report, they can add comments to the report itself describing what needs correction.	Fully Capable	
10.1.13	Users can write comments back to the reviewing supervisor who rejected the report.	Fully Capable	
10.1.14	The system enables supervisors the ability to use drawing tools to highlight errors in the report.	Not Capable	
10.1.15	The system can be configured to allow supervisors to make certain agency-defined corrections to reports during the review process.	Fully Capable	
10.1.16	Review and approval levels can be configured allowing more than one type of reviewer to review and reject reports (i.e. both a sergeant and a records technician).	Fully Capable	
10.1.17	The system has a feature which can calculate per-user reporting error-rates (i.e. the number of user's reports which contained mistakes out of the total number of reports written during a time period).	Not Capable	
10.1.18	The system will capture the date and time reports are reviewed, approved and by which users.	Fully Capable	
10.1.19	The system has the capability of tracking the time period ("turn-around time") between when an officer started a report, submitted a report for review, and when the report was final approved by the last reviewer. An administrator can run queries to determine the average turn-around time during a given time period.	Not Capable	
11.0	Text Processing/Formatting		
11.1.1	The system provides basic word processing capabilities for completing narrative and other text data entry fields, which at a minimum include:		
11.1.2	Cut and paste	Fully Capable	
11.1.3	Find	Fully Capable	

SR#_

11.1.4	Search and replace	Fully Capable	
11.1.5	Capitalization	Fully Capable	
11.1.6	Paragraph definition	Fully Capable	
11.1.7	Table definition	Not Capable	
11.1.8	Font selection	Fully Capable	
11.1.9	Font size selection	Fully Capable	
11.1.10	Font color and highlighting	Not Capable	
11.1.11	Text formatting (e.g., underline, bold, italic, etc.)	Fully Capable	
11.1.12	Tabs	Fully Capable	
11.1.13	Bullets	Fully Capable	
11.1.14	Word wrap	Fully Capable	
11.1.15	Images or diagrams	Not Capable	
11.1.16	The system's text formatting capabilities do not compromise text search capabilities.	Fully Capable	
11.1.17	The system's spell-checking capabilities include, at a minimum, the following options and functions:		
11.1.18	Find misspelled words	Fully Capable	
11.1.19	Find grammatical errors	Not Capable	
11.1.20	Find duplicated words	Fully Capable	
11.1.21	Ignoring capitalized words	Fully Capable	
11.1.22	Ignoring often used abbreviations	Fully Capable	
11.1.23	Allow users to customize their spelling dictionary on a central profile, that can be accessed from any workstation	Fully Capable	
11.1.24	Spelling errors and grammatical mistakes are flagged while the user types, in addition to an executable spell check function.	Fully Capable	
12.0	Property and Evidence		

SR#_

<i>An integrated property and evidence management component is desired to replace the current 3rd party evidence management system. This function of the RMS should enable officers and property/evidence staff to document, impound, track, release and manage all aspects of property items that come into the care or custody of the agency. Vancouver police have five locations at which officers can impound property. Property is placed in secure lockers and is documented by officers entering the impounded item(s) via the current system. Evidence personnel monitor the current system's queue each day for new items that have been impounded. All property items are barcoded and stored in containers with alphanumeric identifiers which assist with tracking their location.</i>			
12.1.1	Users can enter an unlimited number of property items into incident reports and assign standard status types (stolen, recovered, impounded, seized, etc).	Fully Capable	
12.1.2	All property items in the system are assigned a unique, non-reusable, system generated number.	Fully Capable	
12.1.3	The system enables users to document the impounding of property and will track the chain of custody for each change in status or custody, and can do so with bar-coding via wireless handheld devices.	Fully Capable	
12.1.4	Users can reconcile the current evidence inventory with items that have been entered into the system via a wireless handheld device.	Fully Capable	
12.1.5	Users can print the barcodes associated with property items.	Fully Capable	
12.1.6	Users can assign location numbers (i.e. locker or bin number) to property items.	Fully Capable	
12.1.7	Users can enter the names and identifiers of persons owning or who are associated with the property item.	Fully Capable	
12.1.8	Users can indicate via the system that an item of property was related to a seizure or forfeiture.	Fully Capable	
12.1.9	Users can enter descriptions of property including standard data fields of make, model, colors, size, weight, caliber, type, description, etc.	Fully Capable	
12.1.10	When users input the type of property/evidence being impounded (i.e. currency, narcotics, firearms), the system will prompt them to fill in fields specific to the type of item impounded (i.e. for firearms: caliber, type, etc).	Fully Capable	
12.1.11	Users can associate the type of incident involved to all property items that were impounded utilizing a standard drop-down list.	Fully Capable	
12.1.12	Users can select a reason for which property was impounded from a standard drop-down list.	Fully Capable	
12.1.13	Users can enter serial numbers or owner applied numbers for property items.	Fully Capable	
12.1.14	Users can enter a dollar value for property items.	Fully	

SR#_

		Capable	
12.1.15	Users can conduct searches for property items utilizing various search criteria including a person's name, user name, case number, property description, or a barcode search.	Fully Capable	
12.1.16	Users who are property/evidence management personnel can indicate when items have been rejected due to improper impounding procedure. The rejection notice will be automatically sent to the appropriate user.	Fully Capable	
12.1.17	The system will have a property/evidence dashboard displaying the user's activity with regards to property they have submitted, entered and/or which has been rejected by other users (i.e. property/evidence technicians) and the reasons for rejection.	Fully Capable	
12.1.18	Users can enter the weights and dimensions of property items.	Fully Capable	
12.1.19	Users can enter details regarding the disposition of property including that the release or destruction of a property item has been authorized and by whom.	Fully Capable	
12.1.20	Users can enter the name and contact information of persons to whom property was released.	Fully Capable	
12.1.21	Users can enter different court case numbers (i.e. District Court and Superior Court case numbers) associated with property items.	Fully Capable	
12.1.22	The system has a feature to assist with conducting a comprehensive inventory of all property items.	Fully Capable	
12.1.23	The system has a feature which enables users to conduct a random audit of property/evidence to confirm the accuracy of the records, status of and location of the items.	Fully Capable	
12.1.24	Users can enter firearms specific data including make, model, caliber, and barrel length.	Fully Capable	
12.1.25	Users can enter firearms specific requests for ATF traces, Brady queries and IBIS testing.	Fully Capable	Mark43 can offer this functionality through interface development with third party systems.
12.1.26	Users can enter vehicle-specific information including make, model, color, registration information, and whether the vehicle was seized, has a hold, and if keys are available.	Fully Capable	
12.1.27	Users can attach scanned documents or electronic files to property entries in the system.	Fully Capable	
12.1.28	The system has a property/evidence chain of custody screen listing all changes in status of property/evidence items, which is searchable.	Fully Capable	

SR#_

12.1.29	Users can enter notes throughout the property component of the system to indicate miscellaneous information.	Fully Capable	
12.1.30	The system can assist with the tracking and identification/location of property items by printing out adhesive labels which display a system generated identifier and barcode, and the property description, owner information, officer information, etc.	Fully Capable	
12.1.31	The system can automatically send a notification letter via email to the owner of property which has been located, impounded, or recovered by the agency.	Not Capable	
12.1.32	Users can request the system to generate an automated letter to print and send to property owners via mail when property has been located, impounded, recovered, is eligible for sale, etc.	Fully Capable	
12.1.33	Digital images of property can be uploaded, indexed and managed by the system.	Fully Capable	
12.1.34	Property items can be automatically queried in local, state, and national databases for stolen status before release, as well as periodically while in custody.	Fully Capable	See Technical Specifications B for NCIC related development.
12.1.35	The system will automatically notify designated users that property is due for return or destruction after a pre-designated time period.	Fully Capable	
12.1.36	Users can browse through property items in a "browse" screen and sort the records according to location, barcode, item number, user name, case number or item description.	Fully Capable	
12.1.37	Users can run "reports" for information regarding property and evidence including the following:		
12.1.38	Active property items	Fully Capable	
12.1.39	Active case numbers by date range	Fully Capable	
12.1.40	All bikes in custody	Fully Capable	
12.1.41	Arson cases by time period	Fully Capable	
12.1.42	ATF traces by time period	Fully Capable	
12.1.43	Audits conducted by time period	Fully Capable	
12.1.44	Barcode report	Fully Capable	
12.1.45	Property available for disposal	Fully Capable	
12.1.46	Users can create and save user-defined/customized reports related to property/evidence information.	Fully Capable	

SR#_

12.1.47	Users can customize property/evidence related tables and create new table items.	Fully Capable	
12.1.48	Users can change the case number and persons associated with a property/evidence item to a new case number.	Fully Capable	
12.1.49	The system can manage digital evidence including digital photos, audio, video, and document files.	Fully Capable	
12.1.50	The system can store the associated metadata available from images, photographs, video and audio files.	Fully Capable	
12.1.51	Digital images can be enhanced utilizing the system (contrast, hue, etc).	Not Capable	
12.1.52	The system will auto-populate persons' names from the incident report which was written for the property being impounded into the property portion of the system.	Fully Capable	
12.1.53	The system will prevent users from using the same item number for other property items in order to prevent tampering.	Fully Capable	
12.1.54	The system can generate a property/evidence report detailing information about the item(s) in .PDF format.	Fully Capable	
12.1.55	The system includes standard NCIC property description codes.	Fully Capable	
12.1.56	The system includes a feature that automatically identifies stolen property that has been recovered in another incident.	Fully Capable	
12.1.57	The system allows users to clear property for disposition both by individual item and in batch processing mode.	Fully Capable	
12.1.58	The system allows the system administrator to print out to an audit log detailing whenever evidentiary digital media is accessed or printed.	Fully Capable	
12.1.59	The system allows records personnel to link to and export property detail information recorded in a report directly to an NCIC stolen article, boat, gun or securities screen to avoid redundant data entry.	Fully Capable	See Technical Specifications B for NCIC related development.
12.1.60	The system enables the capture of digital signatures via a wireless handheld device	Fully Capable	
12.1.61	The system enables the capture of digital signatures via a wireless signature pad	Fully Capable	
12.1.62	The system enables users to conduct global changes to evidence records (i.e. change multiple location values in one transaction)	Fully Capable	
12.1.63	The system enables users to edit digital photographs	Not Capable	
12.1.64	The system enables users to burn images and other digital evidence to a CD or DVD	Fully Capable	

SR#_

13.0 Case Management			
<i>The case management function enables users to assign, track, review and update the status and progress of criminal investigations, and obtain notifications about deadlines, due dates and updates regarding cases. This function is what enables cases to be assigned to a user and/or user group.</i>			
13.1.1	Users can obtain a list of reports from the system which are missing (i.e. a case number has been issued but a report was not started or submitted) and where the reports are (i.e. in an officer's queue, supervisor queue or otherwise).	Fully Capable	
13.1.2	The system requires that all records within each reporting component (incident reports, vehicles, persons, property, supplements, etc.) will have a status as selected by the user from a menu-driven data field (open, closed, inactive, etc.).	Fully Capable	
13.1.3	Users can assign a report to another user for follow-up action.	Fully Capable	
13.1.4	Users can assign a supervisory user to a case.	Fully Capable	
13.1.5	The case management function links all case activity (changes in status, arrest made, information added to a case) to the initial incident report and all supplemental reports.	Fully Capable	
13.1.6	Users can designate other users to receive notifications when there is a change in status to an investigation or report.	Fully Capable	
13.1.7	Users can designate other users to receive notifications when there is a change in assigned user/investigator.	Fully Capable	
13.1.8	Users can assign due dates for case activities such as contacting witnesses or submitting supplements, and when the due date is not met, the system will notify designated users.	Fully Capable	
13.1.9	The system can track the time spent on an investigation as a performance metric.	Fully Capable	
13.1.10	The system can track the time spent on case specific activity (i.e. surveillance, writing reports, conducting interviews).	Not Capable	
13.1.11	The system has an investigator's dashboard displaying a listing of their assigned cases, case statuses, and type of case/incident/crime.	Fully Capable	
13.1.12	The investigator dashboard can display case involvements including persons, vehicles, and property items.	Fully Capable	
13.1.13	The system can generate automated letters on behalf of users with pre-written content from letter templates.	Not Capable	

SR#_

13.1.14	The system can email the letters described above.	Not Capable	
13.1.15	The system has a feature to assist with determining a crime's solvability factor.	Not Capable	
13.1.16	The system enables supervisory users to research the progress and timeliness of investigations.	Fully Capable	
13.1.17	The system enables users to update the status of numerous cases all at once.	Not Capable	
13.1.18	The system enables users to indicate which cases are related or linked due to the circumstances involved in each incident.	Fully Capable	
13.1.19	The system will automatically notify users when cases are related or linked because they involve the same persons, vehicles or property items.	Fully Capable	
13.1.20	Users can choose to see only cases assigned to them or to their user group or unit in their dashboard or queue.	Fully Capable	
13.1.21	The case management function includes a case summary which visually summarizes and textually describes a summarization of a case so users do not have to read or search for information on a case-by-case basis, unless they desire to.	Fully Capable	
13.1.22	The case management function can produce the following internal performance reports:		
13.1.23	Number of assigned cases per user	Fully Capable	
13.1.24	Number of assigned cases per user-group/unit	Fully Capable	
13.1.25	Per user case clearance rate	Fully Capable	
13.1.26	Per user group or unit clearance rate	Fully Capable	
13.1.27	Assigned case aging summary	Fully Capable	
13.1.28	Non-assigned cases summary	Fully Capable	
13.1.29	Case summary by due date	Fully Capable	
13.1.30	The system will prompt users who select a case clearance of "exceptionally cleared/cleared by exception" to indicate the four NIBRS required elements of this status have been met before being able to select it (an offender has been identified, there is enough information for an arrest/prosecution, the location of the offender is known, there is some reason beyond the control of the user preventing an arrest).	Fully Capable	
13.1.31	Users can enter case specific notes into the case management feature.	Fully Capable	

SR#_

13.1.32	Users can enter, via a menu-driven field, when certain activity has occurred in an investigation (i.e. victim contacted, surveillance conducted, etc.). The system will indicate who the user was, date and time of the activity, and this information is searchable.	Fully Capable	
13.1.33	Users can write case notes/comments to other users from within the system and the system will notify the other user(s) of these notes, and they can respond with comments.	Fully Capable	
13.1.34	Cases which are unfounded are automatically not scored for NIBRS purposes (users do not have to manually unscore the report in a separate component of the system).	Fully Capable	
13.1.35	The system allows users to merge two or more cases into a single case number.	Not Capable	
13.1.36	The system allows users to batch export the digital files associated with a report, including documents, images, video, and audio files, from the RMS to a storage device.	Fully Capable	
14.0 Data Analysis			
14.1.1	The system allows users to aggregate, compare and determine volume of crime according to the following parameters or combination thereof (please describe any limitations to producing data using any of these parameters):		
14.1.2	Crime type by address	Fully Capable	
14.1.3	Crime type and beat/zone/district	Fully Capable	
14.1.4	Crime type and time, date and day of week	Fully Capable	
14.1.5	Crime type and case status	Fully Capable	
14.1.6	Crime type and location type	Fully Capable	
14.1.7	Crime type and modus operandi	Fully Capable	
14.1.8	Crime type and suspect description (any physical descriptor)	Fully Capable	
14.1.9	Crime type and vehicle description	Fully Capable	
14.1.10	Crime type and person's name	Fully Capable	
14.1.11	NIBRS code	Fully Capable	

SR#_

14.1.12	The system can display correlations between persons, vehicles, locations and crime types regardless of where this data resides in the system. In other words, users are not required to navigate to different screens/modules to conduct these types of crime analysis searches.	Fully Capable	
14.1.13	Users can produce histograms based on user-defined search criteria.	Fully Capable	
14.1.14	Users can pin map the results from user-defined searches for records.	Fully Capable	
14.1.15	Users can create heat maps based on user-defined searches for records.	Fully Capable	
14.1.16	Crime analysis search results can be exported to third-party off-the-shelf applications and formats including Word, Excel, .CSV, .PDF, JPEG.	Fully Capable	
14.1.17	Crime analysis search results can be exported to third-party mapping/GIS applications.	Fully Capable	
14.1.18	The system enables link analysis in which relationships between persons, vehicles, locations, phone numbers or other identifiers can be visually connected, displayed and printed.	Not Capable	
14.1.19	The system can export relationships produced in link analysis charts to a tabular relationship specification file.	Fully Capable	
14.1.20	Designated users will be able to access and query look-up tables that contain any data stored as codes, and see the database tables and file names associated with corresponding controls in the system.	Fully Capable	
14.1.21	Metadata contained in the system will be available to users as an online or network resource in an easily searchable format.	Fully Capable	
14.1.22	The system provides safeguards and application design patterns used in order to ensure that a single RMS request does not consume a disproportionate level of server-side resources.	Fully Capable	
14.1.23	The system allows users to obtain a list of recent stolen vehicles via a "hot sheet."	Fully Capable	
14.1.24	The system allows users to display crime analysis data in graphical format: bar charts, pie charts and maps.	Fully Capable	
14.1.25	The system allows users to output statistical information in a dashboard using various formats (e.g., numerical, graphical).	Fully Capable	
15.0	Location/Address/Geo/Mapping		
15.1.1	The system will geo-verify user entered locations/addresses and assist users with selecting the correct address.	Fully Capable	

SR#_

15.1.2	The system will enable users to force the acceptance of unverifiable addresses. However, the system will send an automated notification to the system administrator when this happens.	Not Capable	
15.1.3	Users can enter block addresses (i.e. 100 block of...)	Fully Capable	
15.1.4	Users can enter cross-street locations (Smith Street and Round Way) and the system includes a feature which ensures intersections are always entered and can be searched in alphabetical order to ensure consistency with these locations.	Fully Capable	
15.1.5	The system is capable of importing geographic boundary information (e.g. station boundaries, jurisdictional boundaries, reporting districts, response zones, neighborhoods, precincts) from GIS and other geographic data sources.	Fully Capable	
15.1.6	The system is capable of importing topologically-structured street networks and other linear features (e.g. rivers, streams, utility right of ways, bus routes) from GIS and other geographic data sources.	Fully Capable	
15.1.7	The system is capable of importing point data (e.g. landmarks, parcel address points, business locations, retail store address points) from GIS and other geographic data sources.	Fully Capable	
15.1.8	The system supports multiple layers of information. For example, the system allows the storage of building footprints, aerial photographs and other images (i.e. pictures of specific buildings) that are associated with specific areas and addresses.	Fully Capable	
15.1.9	The system's geofile can be updated while the system is live and operational without any adverse impact to the experience of the users of the system.	Fully Capable	
15.1.10	The system includes the capability of manually editing and entering any geographic data required by, or imported into, the system's GIS (given the appropriate user permissions).	Fully Capable	
15.1.11	Users can enter alerts on locations and the system will automatically notify the user who entered the alert when records are created involving the location.	Fully Capable	Functionality available in Year 2020
15.1.12	The system captures geo-coordinates for all addresses in the system.	Fully Capable	
15.1.13	The system has composite geocoders that use multiple layers including online resources.	Fully Capable	
15.1.14	The system allows for incidents to have multiple address points, such as with pursuits or transitory crime.	Fully Capable	
15.1.15	The system has a bypass function with which users can add a point on the map.	Not Capable	

SR#_

15.1.16	The system enables re-geocoding of data if the agency receives updated reference files.	Fully Capable	
15.1.17	The system provides a mechanism for live synchronization with an ESRI ArcGIS spatial database without Contractor intervention.	Fully Capable	Functionality available in Year 2020
16.0 Mobile Capability			
16.1.1	The system can be used on mobile computers, phones, and/or tablets, including devices using Windows, Apple, and Android operating systems.	Fully Capable	
16.1.2	The system enables the wireless attachment of photos from mobile phones/devices to the system.	Fully Capable	
16.1.3	The system enables users to utilize a barcode scanner or other digital device to scan or swipe driver's licenses to query persons and for insertion of the license data into reports.	Partially Capable	
16.1.4	The system is touch screen capable for mobile devices that support touch screens.	Fully Capable	
16.1.5	The system allows users to work in real time over the Verizon Wireless Network in the City of Vancouver.	Fully Capable	
16.1.6	The system allows users to access all data and records in the system from mobile computers.	Fully Capable	
16.1.7	The system allows users to work offline, in the event of no or low connectivity in the field, and automatically uploads recorded actions to the system once the connection is re-established.	Partially Capable	Mark43 RMS operates with a card-based layout that allows users to easily save their progress as they work. The platform requires connectivity to operate. When users lose connectivity, unsaved progress during report writing may be lost.
16.1.8	The system allows users to automatically import their current location as the incident location in a report or field interview.	Partially Capable	This is supported with RMS mobile app deployment.
16.1.9	The system allows users to print from mobile devices, if a mobile printer is available.	Fully Capable	
17.0 Records			
17.1.1	The system includes a feature to electronically redact text from records (third party-application or built-in redaction tool).	Partially Capable	Partial workflow in RMS depending on use-case, partial workflow in third party system.
17.1.2	The system includes a feature which allows users to mark/indicate in the system that a particular person's name is not disclosable to the public (for public records purposes).	Fully Capable	

SR#_

17.1.3	The system includes the ability for users to print reports with certain information redacted or protected from disclosure/printing based on a user-selected criteria (i.e. print without victim's or juvenile name).	Partially Capable	
17.1.4	The system enables users to print reports which are considered a draft or are not yet completed, and those reports are printed with the word "draft" marked on the report or are otherwise easily identified as incomplete documents.	Fully Capable	
17.1.5	The system has an integrated email feature enabling records to be sent via email from within the system.	Partially Capable	Mark43 records are exportable to pdfs which may then be downloaded and emailed.
17.1.6	The system has a feature enabling users to create photo line-ups utilizing images of persons contained in the system or images uploaded for this purpose.	Not Capable	This feature is on the product roadmap.
17.1.7	The system includes a records retention and scheduling feature which enables users to set time periods and notifications when records should be destroyed per a retention schedule.	Fully Capable	
17.1.8	The system includes a visual indicator to easily identify juvenile records.	Fully Capable	
17.1.9	The system includes the ability to easily remove cases (batch removal) that are no longer required for business to comply with state requirements.	Fully Capable	
17.1.10	The system will include the technical and functional features, currently referred to as "masks" by Vancouver Police, that are necessary to enable Records personnel to conduct various WACIC/NCIC related activities from within the RMS user interface as follows (see 26.1 herein):		See Technical Specifications B for detailed roll-out plan WA.
17.1.10.1	Articles	Fully Capable	
17.1.10.2	Query	Fully Capable	
17.1.10.3	Entry	Fully Capable	
17.1.10.4	Modify	Fully Capable	
17.1.10.5	Cancel	Fully Capable	
17.1.10.6	Locate	Fully Capable	
17.1.10.7	Clear	Fully Capable	
17.1.10.8	Boats	Fully Capable	
17.1.10.9	Query	Fully Capable	

SR#_

17.1.10.10	Entry	Fully Capable	
17.1.10.11	Modify	Fully Capable	
17.1.10.12	Cancel	Fully Capable	
17.1.10.13	Locate	Fully Capable	
17.1.10.14	Clear	Fully Capable	
17.1.10.15	Guns	Fully Capable	
17.1.10.16	Query	Fully Capable	
17.1.10.17	Entry	Fully Capable	
17.1.10.18	Modify	Fully Capable	
17.1.10.19	Cancel	Fully Capable	
17.1.10.20	Locate	Fully Capable	
17.1.10.21	Clear	Fully Capable	
17.1.10.22	Plates	Fully Capable	
17.1.10.23	Query	Fully Capable	
17.1.10.24	Entry	Fully Capable	
17.1.10.25	Modify	Fully Capable	
17.1.10.26	Cancel	Fully Capable	
17.1.10.27	Locate	Fully Capable	
17.1.10.28	Clear	Fully Capable	
17.1.10.29	Vehicles	Fully Capable	
17.1.10.30	Query	Fully Capable	
17.1.10.31	Entry	Fully Capable	
17.1.10.32	Modify	Fully Capable	
17.1.10.33	Cancel	Fully Capable	
17.1.10.34	Locate	Fully	

SR#_

		Capable	
17.1.10.35	Clear	Fully Capable	
17.1.10.36	Missing Persons	Fully Capable	
17.1.10.37	Query	Fully Capable	
17.1.10.38	Query dental data	Fully Capable	
17.1.10.39	Entry	Fully Capable	
17.1.10.40	Supplemental entry	Fully Capable	
17.1.10.41	Supplemental cancel	Fully Capable	
17.1.10.42	Modify	Fully Capable	
17.1.10.43	Cancel	Fully Capable	
17.1.10.44	Locate	Fully Capable	
17.1.10.45	Clear	Fully Capable	
17.1.10.46	Unidentified Person File	Fully Capable	
17.1.10.47	Query unidentified person	Fully Capable	
17.1.10.48	Query dental data	Fully Capable	
17.1.10.49	Query NCIC ORI file	Fully Capable	
17.1.10.50	Query NLETS ORION file	Fully Capable	
17.1.10.51	Hit Confirmation	Fully Capable	
17.1.10.52	Hit confirmation request	Fully Capable	
17.1.10.53	Hit confirmation response	Fully Capable	
17.1.10.54	Criminal Histories	Fully Capable	
17.1.10.55	Query criminal history and WACIC person file	Fully Capable	
17.1.10.56	Query criminal history	Fully Capable	
17.1.10.57	Query NCIC criminal history record	Fully Capable	
17.1.10.58	NLETS	Fully Capable	

SR#_

17.1.10.59	Query NLETS criminal history index	Fully Capable	
17.1.10.60	Query NLETS criminal history record	Fully Capable	
17.1.10.61	Query NLETS concealed weapon permit	Fully Capable	
17.1.10.62	Query NLETS immigration	Fully Capable	
17.1.10.63	Free-form mask	Fully Capable	
17.1.10.64	Wanted Persons	Fully Capable	
17.1.10.65	Query	Fully Capable	
17.1.10.66	Entry	Fully Capable	
17.1.10.67	Supplemental entry	Fully Capable	
17.1.10.68	Supplemental cancel	Fully Capable	
17.1.10.69	Modify	Fully Capable	
17.1.10.70	Cancel	Fully Capable	
17.1.10.71	Locate	Fully Capable	
17.1.10.72	Detainer entry	Fully Capable	
17.1.10.73	Detainer Modify	Fully Capable	
17.1.10.74	Detainer cancel	Fully Capable	
17.1.10.75	Clear	Fully Capable	
17.1.10.76	Protection Orders	Fully Capable	
17.1.10.77	Query	Fully Capable	
17.1.10.78	Entry	Fully Capable	
17.1.10.79	Supplemental entry	Fully Capable	
17.1.10.80	Supplemental cancel	Fully Capable	
17.1.10.81	Modify	Fully Capable	
17.1.10.82	Service entry	Fully Capable	
17.1.10.83	Cancel	Fully	

SR#_

		Capable	
17.1.10.84	Locate	Fully Capable	
17.1.10.85	Clear	Fully Capable	
17.1.10.86	Multiple Queries	Fully Capable	
17.1.10.87	Wanted/DOL/PO person	Fully Capable	
17.1.10.88	Wanted/DOL/Stolen/Impound vehicle	Fully Capable	
17.1.10.89	DOL Queries	Fully Capable	
17.1.10.90	WA driver license check	Fully Capable	
17.1.10.91	WA driver license history	Fully Capable	
17.1.10.92	Out of state driver license check	Fully Capable	
17.1.10.93	Out of state driver license history	Fully Capable	
17.1.10.94	Weapon/Concealed pistol license file	Fully Capable	
17.1.10.95	WA Registration query	Fully Capable	
17.1.10.96	Out of state registration by license or VIN	Fully Capable	
17.1.10.97	Out of state registration by name	Fully Capable	
17.1.10.98	NICS	Fully Capable	
17.1.10.99	Query NICS denied transaction files	Fully Capable	
17.1.10.100	Query NICS record including all protection orders	Fully Capable	
17.1.10.101	Query NICS record	Fully Capable	
17.1.10.102	NICS delay notification	Fully Capable	
17.1.10.103	NICS denial notification	Fully Capable	
17.1.10.104	NICS proceed notification	Fully Capable	
17.1.10.105	NICS denied overturn notification	Fully Capable	
17.1.10.106	Query NICS index record	Fully Capable	
17.1.10.107	Enter NICS index record	Fully Capable	

SR#_

17.1.10.108	Supplemental NICS index record	Fully Capable	
17.1.10.109	ORI/Agency maintenance	Fully Capable	
18.0 Warrants			
18.1.1	The system automatically generates a unique file number for each warrant entered.	Fully Capable	
18.1.2	The system's warrant module stores information on wanted persons, including:		
18.1.3	Name	Fully Capable	
18.1.4	Date of birth	Fully Capable	
18.1.5	Address	Fully Capable	
18.1.6	Charge	Fully Capable	
18.1.7	Bail amount	Fully Capable	
18.1.8	Warrant number	Fully Capable	
18.1.9	Agency	Fully Capable	
18.1.10	Type of warrant	Fully Capable	
18.1.11	Status of warrant	Fully Capable	
18.1.12	Extradition terms	Fully Capable	
18.1.13	The system allows users to enter narrative information for warrants.	Fully Capable	
18.1.14	The system provides a visual alert if there is an active warrant for a person whenever a user accesses a name record for a wanted person.	Fully Capable	
18.1.15	The system allows users the ability to produce warrant reports by geographical area (e.g., all active warrants for a particular district or beat), charges and bail information.	Fully Capable	
18.1.16	The system allows users to input multiple active warrants per person and multiple offenses per warrant.	Fully Capable	
18.1.17	The system allows users to make changes to a warrant (e.g., enter, modify, clear or cancel, enter/view state messages) so that the changes are made in both the RMS and WACIC/NCIC from a single entry.	Fully Capable	See Technical Specifications B for NCIC related development.
18.1.18	The system allows users to send/receive administrative messages from within the RMS to WACIC.	Fully Capable	See Technical Specifications B for NCIC related development.

SR#_

18.1.19	The system allows users to attach a scanned copy of the warrant to the warrant record.	Fully Capable	
18.1.20	The system allows users to query warrants by both name and type of charge.	Fully Capable	
19.0 Protection Orders			
19.1.1	The system contains a mechanism to enter and maintain protection orders including the following information:		
19.1.2	Court order number (to be able to have alphabet letters in that field)	Not Capable	
19.1.3	Status (active, expired, rescinded)	Not Capable	
19.1.4	Date received	Not Capable	
19.1.5	Order type (there are eight different types)	Not Capable	
19.1.6	Served (Yes/No)	Not Capable	
19.1.7	Date of Service	Not Capable	
19.1.8	Firearm prohibitor	Not Capable	
19.1.9	Petitioner/Respondent (names, DOB, address)	Not Capable	
19.1.10	Attachments	Not Capable	
19.1.11	Validations notations	Not Capable	
20.0 Training			
20.1.1	The system provides a training and test system that does not degrade the performance of the production RMS system.	Fully Capable	
20.1.2	The system's testing environment is as extensive as the system's production environment in order to enable new system configurations and system updates to be fully tested before implementing the changes in the training and/or production environments.	Fully Capable	
20.1.3	The system's training environment closely, if not exactly resembles (mirrors) the production system environment including pick lists, menu options, data entry forms, address validation procedures, etc.	Fully Capable	
20.1.4	The system's training environment is configurable to the same level as the production environment.	Fully Capable	
21.0 Interfaces			
21.1 Hexagon CAD			

SR#_

<i>Vancouver police personnel are dispatched to calls for service through Clark Regional Emergency Services Agency (CRESA). The new system must interface with the CRESA CAD system which is a Hexagon product. The Contractor has indicated an interfacing tool is available to assist with the interface. Access to this information should be coordinated by contacting the purchasing contact listed in the RFP. Proposers are to briefly include comments describing their approach to building the interface including if any portions of the interface are built in conformance with the National Information Exchange Model standards and available data exchanges. Data from CAD will need to be sent automatically to the new system so that reports written by officers are automatically pre-populated with the following information:</i>			
21.1.1	The proposer will provide the required connectivity between the RMS and the CAD system described above.	Fully Capable	
21.1.2	When writing reports, the system will auto-populate the below listed information from CAD. Please indicate your response to this interface requirement. The below listed data fields are expected to be included in the interface and are provided for information only.	Fully Capable	
21.1.3	Call date		
21.1.4	Call time		
21.1.5	Call location/address		
21.1.6	Caller name		
21.1.7	Caller phone number		
21.1.8	Vehicle information		
21.1.9	Case number		
21.1.10	Call notes, with the option to import into the report		
21.1.11	Queried driver's license information and vehicle registration information		
21.1.12	Users can edit the information from CAD as needed.		
21.2 LInX Northwest			
<i>The Law Enforcement Information Exchange Northwest is a system maintained by Northrop Grumman, used by numerous agencies to share criminal justice records. Participating agencies police reports are searchable via this system. The new RMS must interface with LInX NW to ensure continuity of this data sharing. Contact PublicSafety@ngc.com to obtain interfacing requirements to the LInX Northwest system.</i>			
21.2.1	The system will interface with LInX NW. Please indicate your response to this requirement.	Fully Capable	
21.2.2	The system will enable a system administrator to select which fields/data sets in police reports are shared with LInX	Fully Capable	
21.2.3	This interface can be built to enable the automatic deletion of reports from LInX NW which have been deleted from the RMS.	Not Capable	

SR#_

21.3 City Attorney's Case Tracking System			
<i>The Vancouver City Attorney's Office and the Clark County Prosecutors Office both utilize case tracking systems. The City Attorney's office prosecutes misdemeanor crimes, traffic violations and ordinance violations. The County office prosecutes felony cases. This legacy system was built by Tiburon and is no longer supported. Limited information is available regarding this system's technical specifications. The County has indicated that their replacement vendor will most likely be Journal Technologies. The City's replacement vendor will most likely be Prosecution by Karpel. Prosecutors will manage their assigned cases in these systems. A Legal Assistant reviews each case as they come in and assigns them to an attorney. Data from police incident reports and CCSO booking forms are imported. Proposers are to include brief comments that describe their approach to building this interface including if any portions of the interface are built in conformance with the National Information Exchange Model standards and available data exchanges. The following data from police reports in the new system will need to be sent automatically to the case management system as follows:</i>			
21.3.1	The proposer will provide an interface between the RMS and the Prosecutors Case Tracking System.	Fully Capable	
21.3.2	Designated personnel in the prosecutor's office will receive an automated notification when new cases occur.	Partially Capable	Mark43 can provide this functionality through interfacing with the agency's Case Tracking System of choice.
21.3.3	Designated personnel in the prosecutor's office must receive an automated notification anytime an existing case is updated with a supplemental report.	Partially Capable	Mark43 can provide this functionality through interfacing with the agency's Case Tracking System of choice.
21.3.4	Designated personnel in the prosecutor's office must receive an automated notification anytime a file is attached to an existing case in the new RMS.	Partially Capable	Mark43 can provide this functionality through interfacing with the agency's Case Tracking System of choice.
21.3.5	A .PDF of the police report should be made available via the case tracking system.	Partially Capable	Mark43 can provide this functionality through interfacing with the agency's Case Tracking System of choice.
21.3.6	A .PDF of the Probable Cause statement should be made available via the case tracking system	Partially Capable	Mark43 can provide this functionality through interfacing with the agency's Case Tracking System of choice.
21.3.7	A .PDF of the traffic citation should be made available via the case management system	Partially Capable	Mark43 can provide this functionality through interfacing with the agency's Case Tracking System of

SR#_

			choice.
21.3.8	The following data would be included in the interface and is provided for information only.		
21.3.9	Police case number		
21.3.10	The date of the report		
21.3.11	The date of the incident		
21.3.12	The time of the incident		
21.3.13	The date of arrest		
21.3.14	The time of arrest		
21.3.15	The location of the arrest		
21.3.16	The names of all persons listed in the police report		
21.3.17	The addresses of all persons listed in the police report		
21.3.18	The type of involvement each person has in the police report (i.e. victim, witness, defendant, etc.).		
21.3.19	The phone numbers of all persons listed in the police report		
21.3.20	The email of all persons in the report		
21.3.21	The name of the officer who wrote the report		
21.3.22	The ID number of the officer who wrote the report		
21.3.23	The statute number(s) of the crime/traffic violation/ordinance violation for which the defendant was arrested		
21.3.24	The textual description of the crime/traffic violation/ordinance violation		
21.3.25	The citation number		
21.4 Clark County EIS System (Booking)			
<i>The new RMS should interface with Clark County Sheriff's Office RMS/JMS system. See 8.0 herein for further information. See Appendix I. for options regarding this process. Vancouver Police Officers complete a web based data form prior to booking an inmate into the jail. This form includes the name and descriptive information about the inmate, charge information, and a probable cause statement. A system interface should include a mechanism to transfer arrest report data into the appropriate fields of the jail system data form, satisfying the booking information requirements. Further, after the booking process, an interface will retrieve the booking photo of the arrested person and insert the photo into the appropriate name record in the RMS.</i>			
21.4.1	The proposer will provide an interface between the RMS and the EIS system to provide the above described functionality. The below listed data fields are expected to be included in the interface and are provided for information only.	Fully Capable	

SR#_

21.4.2	Case number		
21.4.3	ORI		
21.4.4	Agency ("VPD")		
21.4.5	Arrestee name		
21.4.6	Arrestee personal identifiers (DOB, SSN, License)		
21.4.7	Arrestee physical descriptors		
21.4.8	Arrestee AKA		
21.4.9	Arrestee address		
21.4.10	Arrestee contact information		
21.4.11	Comments/notes		
21.4.12	Arrest location/address		
21.4.13	Incident location/address		
21.4.14	Arresting officer name and ID number		
21.4.15	Transport officer name and ID number		
21.4.16	Date of arrest		
21.4.17	State statute number and violation description/title		
21.4.18	Intake triage questions as follows:		
21.4.19	Does arrestee have any observable medical problems		
21.4.20	Does arrestee have any observable mental health problems		
21.4.21	Does arrestee show any signs of suicidal behavior		
21.4.22	Has the arrestee shown any escape potential or violence propensity behaviors		
21.4.23	Does the transporting officer have any information which we need to know concerning the arrestee		
21.4.24	Did the subject resist arrest and was force used for approximately 3 minutes or longer		
21.4.25	Did it take more than one officer to restrain the subject		
21.4.26	Did the subject demonstrate extraordinary strength or stamina		
21.4.27	Has the subject been completely conscious and aware of person, place, time and event, and responding appropriately to questions		
21.4.28	Does the subject appear flushed and/or did they sweat profusely before, during or since arrest		
21.4.29	If EMS personnel obtained vital signs, were those signs reported to you as significantly abnormal		

SR#_

21.4.30	Are you aware of any indication that the subject has recently ingested drugs and/or has a history of mental illness		
21.5 SECTOR			
<i>Officers write citations and traffic collisions in the state's SECTOR system. An interface will be required to enable information from collision reports and citations to be imported into the RMS via the Electronic Traffic Information Processing (eTRIP) system.</i>			
21.5.1	The proposer will provide an interface between the RMS and the eTRIP system that will enable collision report data to be imported into the RMS from SECTOR.	Fully Capable	
21.5.2	The proposer will provide an interface between the RMS and the eTRIP system that will enable traffic citation data to be imported into the RMS from SECTOR.	Fully Capable	
21.5.3	The below listed citation data fields are expected to be included in the interface and are provided for information only.		
21.5.4	Case number		
21.5.5	Witnesses (Y or N field)		
21.5.6	Plaintiff		
21.5.7	Court jurisdiction		
21.5.8	Date		
21.5.9	Location		
21.5.10	Speeding (Y or N field)		
21.5.11	Speed		
21.5.12	Posted speed		
21.5.13	Measuring method		
21.5.14	Vehicle information (Y or N field)		
21.5.15	Work Zone (Y or N field)		
21.5.16	School Zone (Y or N field)		
21.5.17	In car video (Y or N field)		
21.5.18	Special program (Y or N field)		
21.5.19	Misc Information (Y or N field)		
21.5.20	Interpreter needed (Y or N field)		
21.5.21	Violator name		
21.5.22	Violator address		
21.5.23	Violator driver's license number		
21.5.24	Violator phone number		

SR#_

21.5.25	Violator physical descriptors		
21.5.26	Violators emploment information (name of business)		
21.5.27	Vehicle information		
21.5.28	Trailer information		
21.5.29	State statute violation number, title, penalty amount		
21.5.30	Notes		
21.5.31	Traffic condition		
21.5.32	Weather condition		
21.5.33	Street condition		
21.5.34	Light condition		
21.5.35	Witnesss information		
21.5.36	Officer name, ID number		
21.5.37	Voided citation information (reason for void)		
21.5.38	The below listed collisions data fields are expected to be included in the interface and are provided for information only.		
21.5.39	Number of vehicles involved		
21.5.40	Number of bicycles involved		
21.5.41	Number of pedestrians involved		
21.5.42	Special circumstances involved (hit and run, Fire, Witness Y or N questions)		
21.5.43	Commercial vehicle involved (Y or N field)		
21.5.44	Address/location information		
21.5.45	Intersection information		
21.5.46	Vehicle information		
21.5.47	Persons involved information		
21.5.48	Vehicle safety equipment information		
21.5.49	Contributing causes		
21.5.50	Driver's license information		
21.5.51	Traffic condition		
21.5.52	Weather condition		
21.5.53	Street condition		
21.5.54	Light condition		
21.5.55	Case number		
21.5.56	Date/time of collision		
21.5.57	Date/time of dispatch		
21.5.58	Date/time of arrival		

SR#_

21.5.59	Officer name, ID number		
21.5.60	Supervisor name, ID number		
21.5.61	Property damaged information		
21.5.62	Trailer information		
21.6 ACCESS/WACIC			
<i>The RMS must interface with ACCESS, as described on p. 7 of the RFP. Also see section 4.0 and 17.1.10 in this document for specifications related to this interface.</i>			
21.6.1	The system will interface with ACCESS. Please include comments describing your approach to enabling this interface.	Fully Capable	Mark43 is capable of interfacing with ACCESS through is open API.
21.7 Accurint Crime Analysis			
<i>The RMS must interface with the Accurint Crime Analysis application. Data translation tables and schema are available upon request.</i>			
21.7.1	The system will interface with the Accurint Crime Analysis application	Fully Capable	

SR#_

I. Technical Specifications (cont'd.)

B. As further specified and agreed.

In addition to the capabilities identified above, the Parties hereby agree that Contractor shall deliver to the City the "Cloud Software Service for Law Enforcement" including the following further technical specifications:

Year: 2019

- Ability to delete property items with proper privileges
- Enhance release tracking abilities - for supplemental releases, the system should identify new reports rather than the releaser needing to review old releases to see what was included in prior releases.
- Enhance release tracking abilities - enable the ability to select individual attachments for release or not (example, we may not release photos).
- Create the ability to change incorrect case number on property, to maintain the chain of custody.
- Create the ability for records to add "records notes" to a report without triggering the approval process.
- REMOVED: Prosecution by Karpel is removed from Technical Specifications (this list) and added to existing list of required interfaces. The interface/development fee for Prosecution By Karpel and/or Journal Technologies is \$25,000.00.
- Create the ability to scan current barcodes and migrate all data from Quetel system to appropriate fields in the new Mark43 property/evidence system. Similar to Clackamas County Sheriff Office. (Included as part of data migration)
- Create ability to directly name and add notes to attachments (Q3).
- Create the ability to duplicate all information from one offense to an additional offense without having to re-enter the information. Currently, there is too much duplicated effort. Or, create the ability to add multiple offenses under one batch of header information when the incident happened at one time and at one location. (Q4)

Year: 2020

- Formatting bar should remain visible when typing a long text document. Currently, bold/underline/etc. disappears as the screen scrolls to accommodate additional lines of text. (Q2).
- Create the ability for an item to be transferred back into the system. If an item has been transferred out for disposition, it cannot be transferred back into the system (returned to owner, transferred to the FBI or ATF, etc.). The item has to be recreated and entered as a new item. (Q4).
- Create a denomination counting ability for currency that is submitted to the property room. (Q4).

SR#_

- Enhance the quick search feature - when searching for a license plate “123ABC,” we found that a search of “123” returned records including the license plate. However, a search of “23A” did not return the license plate. A similar search involving social security numbers and other similar data did not have the same flaw. Correct the logic to return license plate records when partial license plates are searched. Wildcard searches would be ideal. (Q4).
- Create the ability to sort a property list by location. Currently, pulling evidence from a large case would be time consuming because of the inability to sort by location in the warehouse (Q4).
- Create the ability for users to create pre-formatted narratives that can be used in various types of reports.
- Create the ability for the system to automatically notify the user who entered an alert on a vehicle when another user searches for the vehicle or enters the vehicle with the alert into a report.
- Create the ability for users to select pre-formatted narratives/templates to use in supplements based on supplement type.
- Create the ability for users to enter alerts on locations and for the system to automatically notify the user who entered the alert when records are created involving the location.
- Create the ability for live synchronization with an ESRI ArcGIS spatial database without Contractor intervention.

Year: 2021

- Create the ability to print letters with the case number, name, items(s) and have the retention date auto populated - notation in chain of custody that a letter was sent, and each letter needs a configurable date.
- Create the ability to apply different retention schedules to items within the same case. Currently, the system applies the same retention schedule to all items, and it is a five step process to disposition a piece of found or safekeeping property if those items are contained within a case that has evidence items.
- Enhance the way the system prompts an evidence technician to make corrections to an item if it is inventoried in the wrong location. The alerts are not loud enough and do not remain on the screen.
- Create the ability to add an item to an inventory if it is found at a later time. Currently, a technician has to rescan the entire location during inventory if a missing item is found at a later time.
- Create the ability for the system to generate a report to track evidence functions per employee. There is currently not a way for management to see what a specific employee is doing as far as dispositions or evidence intake.
- Enable report to display more information when in “view only” mode. For example, the person profile should show name, date of births, address, and phone number. Vehicle profile should show vehicle year, make, model, color, and license plate (including state).
- Create the ability to privatize attachments.

SR#_

- Create the ability for a lead detective to organize a case file including re-ordering supplemental reports.

Year: 2023

- Ensure NCIC/WACIC capability captures the necessary information to pass Washington's "CJIS Security Compliance (NCIC/WACIC)" audit with no exceptions. (Full Delivery)

Mark43 Data Lake:

- With the basic tier of Mark43 Data Lake, City would receive a standard, read-only replica, access for six (6) users; no customization is included. Upgraded tiers can be purchased for additional fees.
- If City elects to purchase Mark43 Data Lake, the Parties agree to evaluate the requirements together and agree on a time frame for completion. City understands and agrees that third party service providers may impose additional license, warranty and other terms on City. City agrees to enter into additional agreements as reasonably required by such third parties and Contractor, which may include a different warranty/SLA addressing uptime and maintenance.
- Contractor shall provide City Data through an interface suitable to the needs of City and allow City to develop additional applications using such data. To allow for the functioning of any applications using data through the API, Contractor will notify City in advance of any changes in the formatting of the API no later than seven (7) days prior to the change. Nothing in the Agreement shall preclude City from retrieving City Data from the Mark43 Data Lake using the retrieval methods commercially available through Amazon Web Service (AWS) as provided by Mark43.

Scheduled Download of Attachments:

Throughout the Term of this Agreement, Contractor shall permit and provide reasonable assistance for the City to download all attachments to police reports for backup purposes. Complete downloads of all City attachments shall occur one (1) time every four (4) months at no additional cost to the City. Additional downloads, beyond one (1) download every four (4) months, can be produced for an additional cost of \$5,000.00 per complete download.

WACIC/NCIC Functionality within the Mark43 RMS:

- 2020 Q4: Warrants Entries, Protection Order Entries (Dependent on WACIC setup with CommSys)
- 2021: Missing Person Entries
- 2022: Stand Alone Inquiries in the RMS (Person, Vehicle, Article, Boat, Gun, Warrants, PO's)
- 2023 - Property Entries, Vehicles Entries, Gun Entries

Additional entries will be completed after the build schedule listed above.

CommSys will supplement this functionality. Updated training will be provided as new features are released. The Services will include:

1. 237 user licenses for inquiries to WACIC and NCIC

SR#_

2. 79 device licenses for full WACIC and NCIC transaction ability

Performance Data Assistance:

Throughout the Term of this Agreement, upon written request, Contractor shall permit and provide reasonable assistance for the City to obtain data indicating how long it takes users to write reports. This assistance shall occur no more than one (1) time every four (4) months at no additional cost to the City.

Throughout the Term of this Agreement, upon written request, Contractor shall permit and provide reasonable assistance for the City to obtain data indicating the reporting error-rates of users. This assistance shall occur no more than one (1) time every four (4) months at no additional cost to the City.

Throughout the Term of this Agreement, upon written request, Contractor shall permit and provide reasonable assistance for the City to obtain data to conduct research into how long it takes users to write reports. This assistance shall occur no more than one (1) time every four (4) months at no additional cost to the City.

SR#_

Addendum 1 – CJIS Security Addendum

(Attached.)

SR#_

II. Schedule of Services

A. Project Timeline:

This project timeline is a baseline schedule. The final timeline is subject to change based on the findings of the requirements and scoping phase.

Task Name	Duration	Start	Finish
Phase 1: Planning	115d	06/17/19	11/22/19
Project Kickoff	63d	06/17/19	09/11/19
Contract Signing	1d	06/17/19	06/17/19
Schedule Project Kickoff Meeting	10d	06/18/19	07/01/19
Hold Project Kickoff Meeting	1d	09/11/19	09/11/19
Send Pre-Department Assessment Questionnaires	1d	07/08/19	07/08/19
Review Pre-Department Assessment Questionnaires	15d	07/18/19	08/07/19
RMS Implementation	53d	09/11/19	11/22/19
Project Management	34d	09/26/19	11/12/19
Submit Background Check Information	3d	09/26/19	09/30/19
Confirm Priority Employees are Cleared	1d	11/12/19	11/12/19
RMS - Requirements & Scoping	53d	09/11/19	11/22/19
Department Assessment	37d	10/03/19	11/22/19
Schedule Department Assessment	3d	10/03/19	10/07/19
Send Department Assessment Agenda	3d	10/11/19	10/15/19
Conduct Department Assessment	3d	10/23/19	10/25/19
Confirm Assessment Findings	10d	11/11/19	11/22/19
Interfaces Kickoff	11d	09/11/19	09/25/19
Determine Interface List	3d	09/11/19	09/13/19
Assign Priority for Each Interface	2d	09/16/19	09/17/19
Finalize Interface Priority List	1d	09/25/19	09/25/19
Data Migration Kickoff	3d	09/16/19	09/18/19
Fill out Data Migration Assessment Form	3d	09/16/19	09/18/19
Phase 2: Develop & Implement	174d	11/20/19	07/20/20
RMS Configuration	85d	12/09/19	04/03/20
Configure Users and Roles	10d	12/16/19	12/27/19
Report Types	20d	12/16/19	01/10/20
Configure Offense / Incident Report	20d	12/16/19	01/10/20
Configure Arrest Report	20d	12/16/19	01/10/20
Configure Citation Report	20d	12/16/19	01/10/20

SR#_

Configure Field Contact Report	20d	12/16/19	01/10/20
Configure Missing Persons Report	20d	12/16/19	01/10/20
Configure Supplement Report	20d	12/16/19	01/10/20
Configure Use of Force Report	20d	12/16/19	01/10/20
Configure Additional Information Report(s)	20d	12/16/19	01/10/20
Configure Community Information Report	20d	12/16/19	01/10/20
Configure Impound Report	20d	12/16/19	01/10/20
Configure Tow Vehicle Report	20d	12/16/19	01/10/20
Configure Traffic Crash Report	20d	12/16/19	01/10/20
Case Management	15d	01/27/20	02/14/20
Configure Case Types	15d	01/27/20	02/14/20
Evidence	30d	02/24/20	04/03/20
Configure Evidence Label	5d	02/24/20	02/28/20
Configure Signature & Notification Settings	5d	02/24/20	02/28/20
Begin Printer Setup	20d	02/24/20	03/20/20
Determine if vehicles should be included in evidence	3d	02/24/20	02/26/20
Map Evidence Locations	30d	02/24/20	04/03/20
Configure Retention Policies	20d	02/24/20	03/20/20
Configure Disposition Setting Approvals	20d	02/24/20	03/20/20
Configure Evidence Receipts	20d	02/24/20	03/20/20
Confirm Evidence Hardware setup is complete	20d	02/24/20	03/20/20
Offense Codes	33d	12/09/19	01/22/20
Obtain State Statutes	5d	12/09/19	12/13/19
Obtain Municipal Codes	3d	12/16/19	12/18/19
Configure Offense Codes	10d	12/19/19	01/01/20
Review & Validate Offense Codes	10d	01/09/20	01/22/20
IT Configuration	10d	02/06/20	02/19/20
Upload Department Shapefiles	7d	02/06/20	02/14/20
Configure Department Profile	2d	02/06/20	02/07/20
Add Department Locations	2d	02/06/20	02/07/20
Whitelist IP Addresses	5d	02/06/20	02/12/20
Update Department login photo	1d	02/06/20	02/06/20
Configure Location Aliases	10d	02/06/20	02/19/20
Data Migration	120d	11/20/19	05/05/20
VPN Access	5d	11/20/19	11/26/19
Database Access	30d	12/11/19	01/21/20
Data Migration Tenant	5d	01/27/20	01/31/20

SR#_

Attribute Mapping	15d	02/19/20	03/10/20
User Migration	5d	03/25/20	03/31/20
Reports Migration	30d	03/25/20	05/05/20
Locations Migration	15d	03/25/20	04/14/20
Person Migration	20d	03/25/20	04/21/20
Case Migration	20d	03/25/20	04/21/20
Evidence Migration	20d	03/25/20	04/21/20
Attachment Migration	30d	03/25/20	05/05/20
Interface Development	88d	12/09/19	04/08/20
Draft ICD	10d	12/09/19	12/20/19
Approve ICD	5d	12/30/19	01/03/20
Develop Interface	30d	01/20/20	02/28/20
Interface Testing and Validation	15d	03/09/20	03/27/20
Interface Sign-off and Approval	3d	04/06/20	04/08/20
User Acceptance Testing	70d	01/27/20	05/01/20
Test Patrol Workflows	10d	01/27/20	02/07/20
Test Records Workflows	10d	01/27/20	02/07/20
Test Evidence Workflows	10d	04/20/20	05/01/20
Test Detective Workflows	10d	03/02/20	03/13/20
Policy & Change Management	46d	05/18/20	07/20/20
Draft General Orders and Policy Changes	20d	05/18/20	06/12/20
Review / Approve Policy Changes	10d	06/18/20	07/01/20
Publish / Disseminate Policy Changes	10d	07/07/20	07/20/20
Phase 3: Deploy	167d	04/13/20	12/01/20
Training	100d	04/13/20	08/28/20
Schedule Train-the-Trainer	5d	04/13/20	04/17/20
Develop Training Materials	30d	04/20/20	05/29/20
Conduct Train-the-Trainer	15d	06/15/20	07/03/20
Post Train-the-Trainer Follow up	4d	07/20/20	07/23/20
Schedule Department Training	10d	07/13/20	07/24/20
Conduct Department Training	30d	07/20/20	08/28/20
Cutover	82d	05/18/20	09/08/20
Draft Cutover Plan	20d	05/18/20	06/12/20
Review / Approve Cutover Plan	10d	06/22/20	07/03/20
Draft Sustainment & Support Plan	10d	05/18/20	05/29/20
Review / Approve Sustainment & Support Plan	10d	06/15/20	06/26/20
Schedule Onsite Support	10d	05/25/20	06/05/20

SR#_

Review / Approve Onsite Support Plan	3d	06/11/20	06/15/20
Launch	3d	09/04/20	09/08/20
Implementation Review & Closure	50d	09/23/20	12/01/20
Schedule Post-Launch Follow up meeting	5d	09/23/20	09/29/20
Hold Post-Launch Follow up Meeting	1d	10/21/20	10/21/20
Customer Success Transition	30d	10/21/20	12/01/20
Schedule Recurring Meeting Cadence	3d	10/28/20	10/30/20

B. Contractor's Key Personnel

As identified in Contractor's Response to City RFP 18-17, the Contractor's project implementation team will consist of the following personnel, each of whom is hereby agreed to be Key Personnel:

- Matthew Neal, Implementation Manager
- Kelsey Laurent, Implementation Associate
- Teri Amy, Engineering Manager (Technical Services)

Contractor will notify the City's Agreement Representative of substitute team assignment(s) per the terms of this Agreement.

SR#_

EXHIBIT B
COMPENSATION
To:
City of Vancouver Agreement # _____
A Technology Agreement for Software as a Service
By and Between City of Vancouver and Mark43, Inc.
for a Police Records Management and
Report Writing System

CONTENTS:

I.	
A. Payment Structure.....	107
B. Payment Schedule.....	108
II. Support Services and Service Levels.....	111
A. Support Services.....	111
B. Service Levels.....	111

SR#_

I. A. Payment Structure

The following table reflects the pricing for the onetime Professional Services and the annual RMS subscription fee.

Prosecution Interface(s) Karpel and/or Journal Technologies (one time)	\$25,000.00
RFP Interfaces (one time)	\$61,500.00
Data Migration (one time)	\$25,000.00
WACIC PM (one time)	\$3,360.00
RMS Subscription (annual)	\$217,651.20
200 Read Only Licenses for Clark County (annual)	\$15,000.00
CommSys Licenses	Included for no additional charge for Initial Term. Thereafter: \$16,500.00 per year.

Notes on Pricing:

- 1. Mark43 will discount the RMS subscription fee (\$217,651.20) for the first Renewal Term Option Period by 10% (Adjusted annual total: \$195,886.08), should such Renewal Term Option Period be elected. Subscription fees for the Second Renewal Term Option Period, if elected, will be increased from \$195,886.08 by 4.5% on a year over year basis in years 11-14, with no increase in year 15. By way of example: Cost in year 11 (first year of the second Renewal Term Option Period: \$204,701.08 [$\$195,886.08 + \$8815 (4.5\%) = 204,701.08$].*
- 2. Mark43 Data Lake will be offered at no cost to the City during the Initial Term; Mark43 Data Lake fee will be \$8,000.00 annually during the first Renewal Term Option Period and \$10,000 annually during the Second Renewal Term Option Period, should such a Renewal Term Option Period be elected.*
- 3. Mark43 will include items listed on Section B of the Technical Specifications list at no additional cost to the City provided that for CommSys licenses additional charges are required for any periods beyond the Initial Term as set forth in the table above.*

SR#_

Contractor will notify the City of any changes to the fees for a Renewal Term (other than a Renewal Term Option Period) at least forty-five (45) days prior to the start of the Renewal Term.

I. B. Payment Schedule: Subscriber will pay the foregoing fees on the following schedule:

Initial Term: Fees will be paid on the following schedule:

Year 1	Effective Date	\$0
	Delivery of High-Level Project Plan and Department Assessment Complete High-Level Project Plan • Schedule and Hold Project Kickoff Meeting • Kickoff Meeting Notes Delivered • Pre-Department Assessment Questionnaires Sent and Reviewed • High-level Integrated Master Schedule of all project tasks created and adjusted to accommodate Department needs and available resources. • Project Schedule Review meeting scheduled and held • Mutually agreed upon Project Governance Plan & Risk Mediation Approach Developed Department Assessment • Review and Validation of City Hardware and Software Requirements • List of Required Hardware and/or Software Delivered • Department Assessment Materials Developed • On Site Department Assessment Sessions Conducted • WACIC/NCIC Needs Assessment Completed • WACIC/NCIC Requirements and Scoping • Initial RegJIN/Versaterm Data Conversion Assessment and Scoping • Data Migration Kickoff • Interfaces Kickoff • Interface Priority List Finalized • Draft Implementation Plan Delivered and Reviewed • Agency Comments and Needs Incorporated into Implementation Plan • Final Implementation Plan Delivered	\$0
	Tenant Provisioning (Test Environment) • Baseline guide to share primary Mark43 workflow best practices • Agency configurable sandbox environment	\$0
	Interface Development Completed • Interfaces developed per the approved Interface Control Documents, which will include the interfaces listed in the RFP:	\$0

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	○ GIS/ESRI ○ WACIC ○ SECTOR ○ NIBRS Reporting ○ CAD ○ County Attorney's Case Tracking System Prosecution by Karpel and/or Journal Technologies ○ Crime Analysis – Lexis/Nexis Accurint and LInX Northwest ○ Clark County Sheriff's Office EIS RMS/JMS ○ City Attorney's Case Tracking System – Prosecution by Karpel Interface software deployed in the Production tenant for testing	
	Launch ● Completion of all prior projects tasks ● System Configuration Completed ● Data Conversion Completed ● Training Completed ● Product Documentation Delivered ● Functional Testing Completed ● Completion and acceptance of the Mark43 Cutover Plan ● Completion of Readiness Review meeting ● Completion of changes to Policy, Administrative, Directives, General Orders, and Standard Operating Procedures	\$232,651.20
Year 2	1st Anniversary of Launch	\$211,366.30
Year 3	2nd Anniversary of Launch	\$211,366.30
Year 4	3rd Anniversary of Launch	\$211,366.30
Year 5	4th Anniversary of Launch	\$211,366.30
Due at time of	Delivery of items for Years 2019 and 2020, including WACIC/NCIC Warrant Entries and Protection Order Entries within the Mark43 RMS	\$50,000.00
Due at time of	Delivery of items for Years 2019, 2020, and 2021, including WACIC/NCIC Missing Person Entries within the Mark43 RMS	\$50,000.00
Due at time of	Delivery of items for Years 2019, 2020, 2021, and 2022, including Stand-Alone WACIC/NCIC Inquiries in the Mark43 RMS of Persons, Vehicles, Articles, Boats, Guns, Warrants, and Protection Orders	\$50,000.00
Due at time of	Delivery of items for Years 2019, 2020, 2021, 2022, and 2023, including NCIC/WACIC Property Entries, Vehicle Entries, and Gun Entries (2023)	\$50,000.00

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		Total	\$1,278,116.00
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Renewal Terms: Fees for the Renewal Term Option Periods shall be paid annually commencing on the first day of such Renewal Term Option Period. Fees for any other Renewal Term will be paid in full in advance on the first day of the Renewal Term.

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II. Support Services and Service Levels

- A. **Support Services.** As part of the SaaS Services, Contractor shall establish, sufficiently staff and maintain the organization and processes necessary to provide telephone and/or email based technical support, troubleshooting, error identification, isolation and remediation, and other assistance directly to City and its Authorized Users to support City's use, deployment and validation of the SaaS Services on a 24x7 basis, and after normal business hours and on holidays, as necessary to support Contractor's obligations under this Agreement. The contact information for Contractor's technical support organization is support@mark43.com and Contractor will notify City in writing of any changes no less than 5 days in advance. Contractor shall provide City with online access to its knowledge database and any other resource containing information that will aid in problem and error resolution and correction, as well as any other technical resources made electronically available to any of Contractor's other customers.
- B. **Service Levels.** Contractor shall provide the Applications in accordance with the following services levels.
- a. **Service Levels for the RMS.**
- i. **RMS Availability.** During any calendar month of a Regular Usage Period, the RMS shall be available to users no less than 99.9% of the time on a 24x7 basis, excluding scheduled maintenance of the RMS ("**RMS Scheduled**

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Downtime”); provided, however, that Contractor is not responsible for any downtime of the RMS caused by Third Party Data services (*e.g.* Department of Motor Vehicles license plate database), or Third Party Components, and such Third Party downtime will not count against the service levels promised herein; provided, further, that Contractor shall be responsible for any downtime of RMS caused by Integrated Third Party Software (as defined below) solely to the extent specified in Section (c) below (“Service Levels for Integrated Third Party Software”). Contractor shall provide City with prompt notification as soon as it becomes aware of any actual or potential unscheduled downtime (defined below) of the RMS, as well as continual periodic updates during the unscheduled downtime regarding Contractor’s progress in remedying the unavailability and the estimated time at which the RMS shall be available.

- ii. **RMS Service Credits.** In the event that Contractor fails to make the RMS available at least 99.9% of the time in any given month during the Regular Usage Period due to RMS Unavailability (as defined below), Contractor will credit the City’s account for the unavailable RMS as follows:

	Credit
RMS Availability (Monthly)	Percentage

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Above 99.9%	0%
99.8 – 99.0%	10%
98.9 – 98.0%	20%
Below 97.9%	30%

“RMS Unavailability” is defined as the percentage of minutes per month in which the RMS is completely and generally unavailable for City’s use (but not the use of any one Authorized User), provided that RMS Unavailability does not include any unavailability attributable to: (a) RMS Scheduled Downtime for maintenance (whether by Contractor, by a vendor, or by City); (b) acts or omissions of City or any City user of the RMS; (c) server downtime related to connectivity issues resulting from Third Party-managed VPN access to hosted server or City internal network problems; (d) defects or bugs in the Applications or Software caused by City, any Authorized User, or any Affiliate, employee, agent or independent contractor of City; or (e) any other cause(s) beyond Contractor’s reasonable control, including but not limited to those caused by Third Party Data services (*e.g.* Department of Motor Vehicles license plate database), Third Party Components, overall internet congestion or a force majeure. City will be responsible for immediately notifying Contractor of all Third Party-managed VPN access and internal or external (*e.g.* internet service provider) network problems that arise.

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“Credit Percentage” means the applicable percentage of the portion of the fees attributable to Services in the calendar month in which the RMS Unavailability occurs. For example, if City has paid Contractor \$1,000 for one year of a Regular Usage Period, and the RMS Availability falls to 99.5% during any calendar month in that year, then Contractor will owe City a 10% credit on that month’s portion of the Fee, or: $\$1,000/12 = \$83.33$ per month, and 10% of $\$83.33 = \$8.33$. In this example, Contractor would owe City \$8.33 in credit for the month in which RMS Availability fell to 99.5%.

In order to receive this credit, City must notify Contractor in writing within fifteen (15) days following the end of the month the RMS Unavailability occurred. All claims are subject to review and verification by Contractor prior to any credits being granted. Contractor will acknowledge credit requests within fifteen (15) business days of receipt and will inform City whether such claim request is approved or denied. The issuance of RMS Service Credit by Contractor hereunder is City’s sole and exclusive remedy for any failure by Contractor to satisfy the service levels set forth in this Section C(1)(a).

- b. **Service Levels for Integrated Third Party Software.** Notwithstanding anything else to the contrary contained herein, Contractor shall be responsible for any downtime of or related to the Applications or Integrated Third Party Software (as

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defined below) that is caused by Integrated Third Party Software solely to the extent specified in this Section (c). Credit Percentages Service Credits referenced elsewhere in this Contract shall not apply to downtime caused by Integrated Third Party Software or the integrations or connections to Integrated Third Party Software.

- i. **Availability of Third Party Applications.** This Agreement identifies specific Third Party Application integrations (the “**Integrated Third Party Software**”) to be performed by Contractor prior to Launch, and the City’s and Contractor’s respective rights regarding acceptance of those Services. During the Regular Usage Period, the Integrated Third Party Software shall be operational no less than 99.9% of the time on a 24x7 basis, excluding any scheduled maintenance of the Integrated Third Party Software (whether scheduled by Contractor or by the third party provider, the “**Integration Scheduled Downtime**”); provided, however, that Contractor shall not be responsible for downtime caused by upgrades or updates to Integrated Third Party Software of which Contractor does not receive the requisite advance notice, and such downtime will not count against the service levels promised herein. Contractor agrees that it shall schedule any Integration Scheduled Downtime on minimal traffic days whenever possible. The Parties further agree that Contractor shall not schedule in excess of 90 minutes of Integration

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Scheduled Downtime during any 30-day period. Contractor shall provide City with immediate telephone notification to the point of contact set forth in Section 18.H. of the General Terms of the Agreement as soon as it becomes aware of any actual or potential unavailability of an Integration other than Integration Scheduled Downtime (“**Integration Unscheduled Downtime**”), as well as continual periodic updates during the Integration Unscheduled Downtime regarding Contractor’s progress in remedying the unavailability and the estimated time at which the Integration shall be available.

ii. **Responsibilities for Planned Updates.** City shall provide Contractor with prompt notice, and in no case fewer than forty-five (45) days’ advance notice, of any update by the Third Party provider of Integrated Third Party Software. Contractor shall undertake commercially reasonable efforts to patch, repair or update the Software in order to integrate it with the updated Integrated Third Party Software.

iii. **Responsibilities for Planned Upgrades.** City shall provide Contractor with prompt notice, and in no case fewer than ninety (90) days’ advance notice, of any planned upgrade by the Third Party provider of Integrated Third Party Software. Contractor shall evaluate the time and resources required to patch, repair or update the Software in order to integrate it with the upgraded

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Integrated Third Party Software. The Parties shall engage in good faith negotiations to agree on the terms (including, without limitation, schedule and price) on which Contractor would develop a patch, repair, update or Upgrade to integrate the Software with the Integrated Third Party Software.

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**Amendment No. 1 to the
Amended and Restated City of Vancouver Agreement #C-100072
A Technology Agreement for Software as a Service
By and Between City of Vancouver and Mark43, Inc.
for a Police Records Management and
Report Writing System**

This Amendment No 1 (“Amendment”), dated as of August 7, 2024, amends the Amended and Restated City of Vancouver Agreement #C-100072 A Technology Agreement for Software as a Service By and Between City of Vancouver and Mark43, Inc. for a Police Records Management and Report Writing System (“Agreement”). In this Amendment the City of Vancouver is “City” and Mark43, Inc. is “Contractor.” Capitalized terms used and not defined in this Amendment have the respective meanings assigned to them in the Agreement.

This Amendment amends the Agreement as follows:

1. **Agreement Title.** Amend the Agreement title to: Amended and Restated City of Vancouver Agreement #C-100072 for Mark43 RMS.
2. **Duration.** Amend Section 3 of the Agreement, Duration, as follows:

This Agreement shall be effective as of June 30, 2019 (the “Effective Date”) and shall continue through October 31, 2025 (the “Initial Term”). The City shall have the option to renew for two additional five (5) year periods (the “Renewal Term Option Period(s)”) upon notice to Contractor prior to the expiration of the Initial Term (or prior to the expiration of the first Renewal Term Option Period in the event that a second Renewal Term Option Period is elected by the City). Continuous one (1) year extensions shall continue thereafter, or following the Initial Term in the event the Renewal Term Option Period is not elected (each, including the Renewal Term Option Period(s), a “Renewal Term”). Such extensions shall be automatic, and shall go into effect without written confirmation, unless the City provides advance notice of the intention to not renew at least thirty (30) days prior to the otherwise automatic renewal date.

3. **Entire Agreement.** This Amendment, together with the Agreement and its amendments, is the entire agreement of the City and Contractor regarding the subject matter and supersedes all prior discussions or agreements between them whether written or oral in nature.
4. **Date of Effectiveness; Limited Effect.** This Amendment is effective as of the date first written above (the “Amendment Effective Date”). Except as expressly provided in this

Amendment, all of the terms and provisions of the Agreement are and will remain in full force and effect and are hereby ratified and confirmed by the Parties. Without limiting the generality of the foregoing, the amendments contained herein will not be construed as an amendment to or waiver of any other provision of the Agreement or as a waiver of or consent to any further or future action on the part of either Party that would require the waiver or consent of the other Party. On and after the Amendment Effective Date, each reference in the Agreement to “this Agreement,” “the Agreement,” “hereunder,” “hereof,” “herein,” or words of like import, and each reference to the Agreement in any other agreements, documents, or instruments executed and delivered pursuant to, or in connection with, the Agreement, will mean and be a reference to the Agreement as amended by this Amendment.

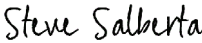
IN WITNESS WHEREOF, the Parties have caused this Amendment to be executed by their duly authorized representatives as of the date first written above.

CITY OF VANCOUVER
A municipal corporation

CONTRACTOR:
Mark43, Inc.

Signed by:

76A9183485CA487...
Eric Holmes, City Manager

DocuSigned by:

2E4BA07F7CDA4A1...
Signature

8/8/2024
Date

Steve Salberta Chief Financial Officer
Printed Name /Title

Attest:
DocuSigned by:

493E940434AE4BD...
Natasha Ramras, City Clerk

8/7/2024
Date

Approved as to form:

DocuSigned by:

9A7DC2E31F694A2...
Jonathan Young, City Attorney



**Amendment No. 2 to the Amended and Restated City of Vancouver Agreement
#C-100072 for Mark43 RMS**

This second amendment ("Amendment") amends the Amended and Restated City of Vancouver Agreement #C-100072 for Mark43 RMS ("Agreement") between the City of Vancouver, ("City"), and Mark43, Inc, a Delaware corporation ("Contractor") and is effective on the last day signed by a Party. Terms that are capitalized but undefined will have the meaning given them in the Agreement.

This Amendment amends the Agreement as follows:

- 1. **Exhibit B Compensation** is amended as follows:

A new table entry is added to Exhibit B and the Total is updated by \$25,000 as follows:

Current Contract amount		\$1,278,116.00
Due at time of	Delivery of Implementation of Use of Force Reporting (80 hours)	\$25,000
	Total	\$1,303,116.00

Delivery means final acceptance upon City’s receipt of the Statement of Work (SOW), attached as Exhibit A-1, confirmed in writing by the Parties. Contractor will issue an invoice to City for payment following City’s final acceptance. The Parties agree that final acceptance will occur no later than July 31, 2025.

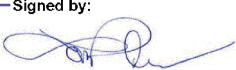
- 2. **New Exhibit A-1 is added as follows:**

Exhibit A-1 Statement of Work to this Amendment is incorporated into the Agreement as Exhibit A-1 following Exhibit A. The Implementation of Use of Force Reporting professional services are subject to the terms and conditions of the Agreement and Exhibit A-1. All references in Exhibit A-1 to Mark43 means Contractor and all references to Subscriber means City.

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

CITY OF VANCOUVER

A municipal corporation

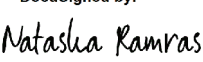
Signed by:


CD84EA446CF9483...
Lon Pluckhahn, City Manager

7/18/2025

Date

Attest:

DocuSigned by:


493E940414AE4BD...
Natasha Ramras, City Clerk

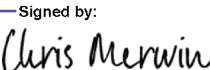
Approved as to form:

DocuSigned by:


A17C6F7FA2AC4D4...
City Attorney, City Attorney's Office

CONTRACTOR:

Mark43, Inc.

Signed by:


D0202F51CE2E436...
Signature

Chris Merwin

CFO

Printed Name /Title

7/11/2025

Date

Exhibit A-1 Contractor Statement of Work



MARK43

Statement of Work

Vancouver Police Department

Statement of Work Overview 3

Scope of Services.....3

 Preparation and Planning.....3

 Use of Force Report Setup.....3

 RMS - Use of Force Report 3

 Application Enablement.....4

 Project Close Out.....4

Assumptions 4

Project Scope Exclusions 5

Resourcing 5

Change Order Process 5

Miscellaneous 5

Roles and Responsibilities 6

Statement of Work Overview

This Statement of Work (SOW) outlines the Professional Services to be provided to the Vancouver Police Department (Subscriber) to assist with the setup, configuration and optimization of the Mark43 Applications in accordance with the Software License and Services Agreement (SLSA) entered into by Mark43 and Subscriber in conjunction with this SOW. The Mark43 Project Team shall perform in accordance with this SOW, which shall be effective as of the Effective Date. Capitalized terms used but not otherwise defined herein shall have the meanings ascribed to them in the SLSA.

Any changes to this document will be handled through a Change Order outlined in the Change Order Process section of this document. If a service is not listed in this document, it is not considered part of the project.

Scope of Services

Preparation and Planning

Description

Mark43 to provide overall project management and governance of the services purchased.

- Project Kickoff Activities - SOW review - Project Team overview - Review Prerequisites - Review meeting cadence - Escalation Process	- Project Documentation / Ongoing Activities - Project Plan, and Key Milestones - Resource Scheduling - Issue/Risk Management - Change Order Process
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Use of Force Report Setup

Description

The Subscriber is an existing RMS customer. The Use of Force Report configuration, testing, training, and enablement activities will take place in the existing training tenant. The table below outlines the tenants in which those activities will take place.

Tenant Type	Number of Tenants (Agencies)
Foundation Tenants (Training)	vancouver-training.mark43.com
Production Tenants	vancouver-wa.mark43.com

RMS - Use of Force Report

Description

The elements listed below will be configured:

€ Use of Force Report ¢ Cards ¢ Fields ¢ Attributes € All the Use of Force data will be made available/replicated nightly in the data lake	€ Default Settings ¢ Display Title Format ¢ Report History Settings ¢ Levels of Approval ¢ Creation Restriction Settings ¢ Record ID / Number Sequence Formatting ○ User/Role Permissions ○ Report Approval/Rejection settings
---	--

Application Enablement

Description

Once the Use of Force Report has been configured, the Subscriber will validate configurations.

Mark43 will work with the Subscriber to modify the Use of Force Report to finalize configurations.

€ Review and validate configurations for the Use of Force Report € Modify the report and system as necessary	€ Parallel Processing Activities as needed
--	--

Project Close Out

Description

A Mark43 Technical Account Manager will close out the project officially with the Subscriber.

Assumptions

- Mark43 is not responsible for configuring non-Mark43 products.
- Professional Services is limited to the Scope of Services of each offering purchased.
- Mark43 is not responsible for evaluating the Subscriber's current state practices, policies, or procedures for the purpose of process improvement or performance improvement.
- Professional Services within this SOW will be delivered to Subscriber remotely unless agreed otherwise.
- Creating agency specific forms or fillable PDFs to be generated from the application is not the responsibility of Mark43.
- Mark43 is not responsible for the codes (offenses, charges, etc.) or compliance mappings that will be enabled and maintained in the system.
- After the application is initially set up, the Subscriber will be able to maintain the configuration of the tenant, including users, roles and abilities.
- All configurations and content mappings are based on Mark43 default configurations. Mark43 is not responsible for the re-purposing of any fields.
- Mark43 Professional Services team will determine which support tickets directly impact the Outcomes listed herein and will manage and resolve support cases that prevent the

Outcomes from being completed. Any support cases not directly impacting project Outcomes will be managed by Mark43 Customer Success and Support teams in accordance with Subscriber's agreement in place with Mark43.

- Remaining open support cases will not keep this SOW open as long as all Outcomes defined herein have been performed.
- Mark43 resources will not be responsible for updating Subscriber project tracking tools and systems.
- Mark43 resources will not be responsible for creating or maintaining any internal documentation for the Subscriber regarding use of the application.

Project Scope Exclusions

The following activities and responsibilities are excluded from the scope of the implementation:

- Implementation of products or delivery of services not included within this SOW or the SLSA.
- Evaluation of Subscriber's current state practices, policies, or procedures for the purpose of process improvement or performance improvement.
- Troubleshooting of any issues not related to Mark43 software, Mark43 development, or Mark43 interfaces, unless otherwise outlined.
- Interfacing, or integrating, from or to Mark43 from other systems or third parties other than those specified in this SOW or the SLSA.
- Installation of any non-Mark43 software, servers, workstations or any other hardware.
- Export of Mark43 data to other systems or third parties other than those specified in the SLSA.

Resourcing

- Mark43 will assign project resource(s) with the appropriate skills to deliver the Professional Services, including a Technical Account Manager (TAM), to serve as a single point of contact for the administration and management of the project.
- Mark43 resources may be subject to change at any time throughout the project, where the Mark43 TAM will notify Subscriber as soon as practicable of any such changes.
- Remote Deployment Services must be scheduled in a minimum of four (4) hour blocks.
- Mark43 resource(s) shall work within standard business hours and will adhere to Mark43's local office holiday schedule.
- Deployment Services shall not exceed 40 hours per week.
- Subscriber must provide a minimum of two (2) weeks advance written notice to reschedule Deployment Services. Such notice may be provided via e-mail to the Mark43 TAM.

Change Order Process

- A Change Order may be initiated by either party through the Change Order Request Form provided by Mark43.
- Either party may request a change by email to the other party's point of contact and the two shall jointly review.
- Until a Change Order is either executed between Subscriber and Mark43 or attached to an additional Order, the Professional Services will continue in accordance with the latest agreed version of the SOW.

Miscellaneous

- Upon Mark43's acceptance of an Order, Mark43 or representative thereof shall schedule a Project Kick-off Meeting where mutual agreements on staffing and project start date will be

determined. Professional Services will not commence until the Subscriber prerequisites and Project Kick-off Meeting have been completed.

- Professional Services shall expire one (1) year from the date of the Order ("Expiration Date"), unless otherwise mutually agreed upon by the parties in writing. For clarity, Deployment Services not initiated or initiated but not completed by the Expiration Date shall expire.

Roles and Responsibilities

Project Governance Activities	
Subscriber Responsibilities	Mark43 Responsibilities
- Prerequisites for Subscriber - Identify key stakeholders (can be the same person) - Executive Sponsor - RMS Lead - Launch Support Lead - Project Manager - Although not mandatory, it is highly recommended that the agency also has their own internal project manager - Set aside time for regularly scheduled project status meeting, typically weekly or bi-weekly - Set aside time for regularly scheduled application practice - Alert Mark43 to any dates that are of special interest or major significance	- Kickoff Activities - Subscriber Kickoff Meeting - Mark43 Subscriber Journey Overview - Mark43 Professional Services Overview - SOW Review (In Scope / Out of Scope) - Review of Mark43 Team, Subscriber Team and associated roles and responsibilities - Review the Status of Pre-Requisites - Weekly check-ins until completed - Review the On-Site Visit Schedule - Establish project status meeting cadence - Escalation Process - Review future Training Activities - Project Documentation / Ongoing Activities - Project Plan and Key Milestones - Resource Scheduling - Weekly/bi-weekly project updates - Issue/Risk Management - Change Order Process

Use of Force Report Setup Activities	
Subscriber Responsibilities	Mark43 Responsibilities
Attend configuration sessions to setup	Host configuration sessions to setup the

the Use of Force Report with the relevant decision makers and SMEs • If necessary, explain current operational practices and procedures • Make final configuration selections for field names, attributes, rules and admin settings described above • Provide exports of requested legacy data to assist with configuration	Use of Force Report • Review and explain how fields, attributes, rules and admin settings described above can be configured • Provide best practices to the Subscriber for Use of Force Report setup based on operational practices • Assist Subscriber with initial configuration of fields, attributes, rules and admin settings described above • Provide any required templates to support the application setup
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**Amendment No. 3 to the Amended and Restated City of Vancouver Agreement
#C-100072 for Mark43 RMS**

This third amendment ("Amendment") amends the Amended and Restated City of Vancouver Agreement #C-100072 for Mark43 RMS ("Agreement") between the City of Vancouver, ("City"), and Mark43, Inc., a Delaware corporation ("Contractor") and is effective on the last day signed by a Party. Terms that are capitalized but undefined will have the meaning given them in the Agreement.

This Amendment amends the Agreement as follows:

1. Pursuant to **Section 3 Duration**:

The Initial Term of this Agreement began on June 30, 2019 and ends on October 31, 2025. The City elects to renew the Agreement pursuant to the first Renewal Term Option Period. The first Renewal Term begins on November 1, 2025 and continues until October 31, 2030.

2. The last sentence of **Section 3 Duration** is amended as follows:

The City may elect Renewal Option Periods as stated in this Section upon written consent; if the City does not authorize renewal with written consent the Agreement will terminate.

3. **Exhibit B Compensation** is amended as follows:

A new table entry is added to Exhibit B and the Total is updated by \$1,176,931.00 as follows:

Contract Amount Prior to Renewal Term		\$1,303,116.00
Contract Amount at Renewal Term for five additional years		\$1,176,931.00
	Total	\$2,480,047.00

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

IN WITNESS WHEREOF, the Parties have caused this Amendment to be executed by their duly authorized representatives as of the last date signed below.

CITY OF VANCOUVER
A municipal corporation

CONTRACTOR:
Mark43, Inc.

Lon Pluckhahn, City Manager

Signature

Date

Printed Name /Title

Attest:

Date

Natasha Ramras, City Clerk

Approved as to form:

Nena Cook, City Attorney

Staff Report: 218-25

To: Mayor and City Council
From: City Manager
Date: October 27, 2025

Subject

Contract Amendment #2 - Clark County Medical Program Director Contract Increase - C-101542

Key Points

- The Medical Program Director (MPD) for Clark County Emergency Medical Services is Dr. Marlow Macht, who is appointed by the State of Washington to provide training and medical oversight of all emergency medical staff personnel in Clark County, Washington.
- The City contracts with Dr. Macht to receive services. The City must increase the total contract amount for 2026 by \$244,000 to \$851,000 to continue receiving these services.
- The contract increase for 2026 requires Council approval.

Strategic Plan Alignment

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

Present Situation

Dr. Marlow Macht is the MPD for Clark County, Washington and provides training and medical oversight of all emergency medical personnel in Clark County. The City contracts with Dr. Macht for these services. The City pays a proportionate share for these services based on the number of medical emergency calls in the City and the number of personnel on staff at the City in relation to all other Clark County agencies' calls and staff. The City also pays for MPD training and oversight services to AMR personnel providing services to the City under the ambulance services contract.

The City entered the Contract in 2024 for \$299,000, increased the amount to \$607,000 in February 2025, and now seeks Council approval to increase the contract total to \$851,000 for 2026 to continue to receive services.

Advantage(s)

Required funding will continue for medical oversight and training.

Challenge(s)

None.

Budget Impact

None, budget for this increase was included for 2026 in the 2025-26 Biennial Budget.

Prior Council Review

The appropriation was included in the 2025-2026 Biennial Budget.

Action Requested

On Monday, October 27, 2025, authorize the City Manager, or designee, to approve the Clark County Medical Program Director contract increase to \$851,000.

Staff Contact

Ron Gibson, Financial Analyst, Ron.Gibson@cityofvancouver.us

Attachments:

1. MPD Contract 10-27-2025 3
2. 2023 Services Contract - Executed
3. C-101542 Amendment 1 - Executed
4. C-101542 Amendment 2



SERVICE AGREEMENT #C-101542

AMENDMENT No. #2

Medical Program Director

This Amendment amends the Professional Services Agreement number C-101542 by and between the City of Vancouver, hereinafter referred to as "City", and Marlow Macht MD hereinafter referred to as "Contractor", for services offered.

This amendment amends the original agreement as follows:

1. Increase the authorized amount of the Agreement by \$244,0 00 to a revised authorized amount of \$ 8 5 1,000 .

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

CITY OF VANCOUVER
A municipal corporation

CONTRACTOR:
Marlow Macht MD

Lon Pluckhahn, City Manager

Signature

Date

Printed Name /Title

Attest:

Date

Natasha Ramras, City Clerk

Approved as to form:

Nena Cook, Interim City Attorney



**CITY OF VANCOUVER
SERVICES AGREEMENT**

No. C-101542

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

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

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

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

- 1. SCOPE OF WORK:** The Contractor agrees to provide the City all services and materials set forth in the scope of work identified herein. The Contractor agrees to:
 - a. Provide medical oversight, consultation, training, and quality assurance services for the City chosen contractor providing emergency medical response (EMS) and transport services City's staff providing EMS services, and as per the MPD duties and responsibilities defined in WAC 246-976 and delineated in the MPD Work Plan City of Vancouver and Clark County Fire/EMS Districts ("Exhibit I").
 - b. Provide additional MPD services pertaining to occupational medicine as mutually agreed to in writing between the City and Contractor.

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

- 2. COMPENSATION:** Payment to the Contractor for the work described in this Agreement shall not exceed \$299,000 USD.

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

During the life of this Contract, and in consideration of the City's business needs, the Contractor may make requests for compensation adjustments. In consideration of market conditions, the City may allow an annual adjustment to compensation paid for the actual cost of services. Contractor shall submit the request for consideration, together with supporting documentation, before the anniversary date of this Agreement. Request for price increases shall be supported by the applicable Consumer Price Index "CPI" for the Seattle-Tacoma-Bremerton area for the immediate, previous four (4) quarters. The City will review the request and, at its sole discretion, make a decision. If accepted, the adjustment shall become effective on the anniversary date of the Agreement and will be firm for the remainder of the contracted period. All adjustments will be authorized by written contract amendment.

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

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

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

- 4. TERM OF AGREEMENT:** The term of this Agreement shall commence on January 1, 2024 and continue until December 31, 2025. The Parties may agree in writing to renew the Agreement up to four additional years. Unless directed otherwise by the City, Contractor shall perform the work in accordance with any schedules made a part of this Agreement.
- 5. ORDER OF PRECEDENCE:** Where there is a conflict among or between any of these documents, the controlling documents shall be the first listed in the following sequence: Amendments to this Agreement; this Agreement; Contract Purchase Orders; the Contractor's responsive proposal to the City's solicitation, and the City's solicitation.

- 6. RELATION OF PARTIES:** The Contractor, and its subcontractors, agents, employees, or other vendors contracted by the Contractor to provide services or other work for the purpose of meeting the Contractor's obligations under this agreement (collectively referred to as "subcontractors"), are independent contractors performing professional services for the City and are not employees of the City. The Contractor and its subcontractors shall not, as a result of this Agreement, accrue leave, retirement, insurance, bonding or any other rights, privileges, or benefits afforded to City employees. The Contractor and its subcontractors shall not have the authority to bind City in any way except as may be specifically provided herein.
- 7. SUBCONTRACTING:** The City does not permit subcontractors for the work performed under this Agreement. The Contractor shall not subcontract for the performance of any work under this Agreement without prior written permission of the City.
- 8. E-VERIFY:** The Contractor shall enter into and register a Memorandum of Understanding with the Department of Homeland Security E-Verify program within sixty (60) days after execution of this Agreement. The Contractor shall ensure all Contractor employees and any subcontractors assigned to perform work under this Agreement are eligible to work in the United States. The Contractor shall provide verification of compliance upon the request of the City. Failure by the Contractor to comply with this subsection shall be considered a material breach.
- 9. DELAYS AND EXTENSIONS OF TIME:** If the Contractor is delayed at any time in the progress of the work covered by this Agreement, by any causes beyond Contractor's control, the time for performance may be extended by such time as shall be mutually agreed upon by the Contractor and the City and shall be incorporated in a written amendment to this Agreement. Any request for an extension of time shall be made in writing to the City.
- 10. OWNERSHIP OF RECORDS AND DOCUMENTS:** Any and all work product prepared by the Contractor in the course of performing this Contract shall immediately become the property of the City. In consideration of the compensation provided for by this Agreement, the Contractor hereby further assigns all copyright interests in such work product to the City. A copy may be retained by the Contractor. Previously owned intellectual property of Contractor, and any know-how, methodologies or processes used by the Contractor to provide the services or project deliverables under this Agreement shall remain property of the Contractor.
- 11. TERMINATION FOR PUBLIC CONVENIENCE:** The City, at its sole discretion, may terminate this contract for convenience at any time for any reason deemed appropriate. Termination is effective immediately upon notice of termination given by the City.

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

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

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

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

- 13. 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.

- 14. COMPLIANCE WITH THE LAW:** The Contractor agrees to comply with all relevant, Federal, State, and Municipal laws, rules, policies, regulations or ordinances in the performance of work under this Agreement.

- 15. CITY BUSINESS AND OCCUPATION LICENSE:** The Contractor will be required to obtain a business license when contracting with the City unless allowable exemptions apply. The Contractor shall contact the State of Washington Business License Service (BLS) at: <http://bls.dor.wa.gov/file.aspx>, or by phone at 800-451-7985, or go to www.bls.dor.wa.gov/cities/vancouver.aspx or www.cityofvancouver.us/businesslicense, to

determine whether a business license is required pursuant to the Vancouver Municipal Code (VMC) Chapter 5.04.

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

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

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

COVERAGE	LIMITS OF LIABILITY
I. Commercial General Liability:	
Policy shall include Bodily Injury, Property Damage, Personal Injury and Broad Form Contractual Liability	
Each Occurrence	\$1,000,000
General Aggregate Per Occurrence	\$2,000,000
Products & Completed Operations Aggregate	\$2,000,000
Personal and Advertising Injury	\$1,000,000
Blanket Contractual Liability	\$1,000,000
V. Malpractice Insurance	

COVERAGE	LIMITS OF LIABILITY
Policy shall include coverage against any and all claims for damages to person or property which may arise out of the performance of this Contract whether such work shall be by the Contractor, subcontractor or anyone directly or indirectly employed by either the Contractor or a subcontractor.	\$1,000,000

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

- a. City Listed as an Additional Insured. The City of Vancouver, its Agents, Representatives, Officers, Directors, 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.

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

For the City:

Anna Vogel
415 W 6th Street
P O Box 1995
Vancouver, WA 98688-1995
E-mail: anna.vogel@cityofvancouver.us

For the Contractor:

Dr. Marlow Macht
Clark EMS Physicians PLLC
10013 NE Hazel Dell Ave #287
Vancouver, WA 98685
e-mail: macht@clarkmpd.org

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

- 19. AMENDMENTS:** All changes to this Agreement, including changes to the scope of work and compensation sections, must be made by written amendment and signed by all parties to this Agreement.
- 20. SCOPE OF AGREEMENT:** This Agreement incorporates all the agreements, covenants and understanding between the parties hereto and are merged into this written Agreement. No prior agreement or prior understanding, verbal or otherwise, of the parties or their agents shall be valid or enforceable unless set forth in this Agreement.
- 21. RATIFICATION:** Acts taken pursuant to this Agreement but prior to its effective date are hereby ratified and confirmed.
- 22. GOVERNING LAW/VENUE:** This Agreement shall be deemed to have been executed and delivered within the State of Washington, and the rights and obligations of the parties hereunder shall be construed and enforced in accordance with, and governed by, the laws of the State of Washington without regard to the principles of conflict of laws. Any action or suit brought in connection with this Agreement shall be brought in the Superior Court of Clark County, Washington.
- 23. COOPERATIVE PURCHASING:** The Washington State Inter-local Cooperation Act, Ch. 39.34 RCW, authorizes public agencies to cooperatively purchase goods and services if all parties agree. By having executed this Agreement, the Contractor agrees that other public agencies may purchase goods and services under this solicitation or contract at their own cost and without the City incurring any financial or legal liability for such purchases. The City agrees to allow other public agencies to purchase goods and services under this solicitation or contract, provided that the City is not held financially or legally liable for purchases and that any public agency purchasing under such solicitation or contract file a copy of this invitation and such contract in accordance with RCW 39.34.040.

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

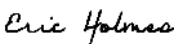
25. DEBARMENT: The Contractor certifies that that it is not presently debarred, suspended, proposed for debarment, and declared ineligible or voluntarily excluded from covered transactions by any Federal, State or local department or agency.

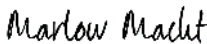
26. NONDISCRIMINATION: The City of Vancouver, WA is an equal opportunity employer. In the performance of this Agreement, the Contractor will not discriminate against any employee or applicant for employment on the grounds of race, creed, color, national origin, sex, sexual orientation, marital status, age or the presence of any sensory, mental or physical handicap.

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

CITY OF VANCOUVER
A municipal corporation

CONTRACTOR:
Clark EMS Physicians PLLC

DocuSigned by:

75A9183485CA487...
Eric Holmes, City Manager

DocuSigned by:

2A4291CFBCC14BC...
Marlow Macht

1/2/2024
Date

Medical Director
Medical Director

Attest:

12/27/2023
Date

DocuSigned by:

BCF8734E40E94AE...
Natasha Ramras, City Clerk

Approved as to form:

DocuSigned by:

9A7DC2E31F694A2...
Jonathan Young, City Attorney

ATTACHMENT “A”:
PRICING SHEET

Services provided in 2024 to the City of Vancouver	\$81,862
Services provided to American Medical Response for Vancouver Service Area	\$216,577

The above figures are calculated based on the proportionality of services provided to AMR and the City of Vancouver. The allocation formula is attached on Attachment A-2.

MPD Agency Budget (Call Volume)

Transport Agencies				
	AMIR	Camas	NCEMS	
Medic Training Cost	100	55	13	
Cost per medic	\$21,240	\$11,682	\$2,761	
QA/QI Cost				
\$154,818				
\$147,077.10 95% ALS QA Hours				
\$7,740.90 5% BLS QA Hours		\$6,630.55		
\$116,113.50 75% Transport Agencies			\$2,810.39	
\$38,704.50 25% 1st resp. agency				
\$7,740.90				
General Oversight				
\$150,165				
Cost per Encounter	\$1.41			
Total	\$216,577	\$23,824	\$7,908	
Jurisdiction's encounters as a percent of the total encounters				
Total Agency Budget:	59.04%	3.67%	1.56%	
Monthly	\$18,048.08	\$1,985.31	\$658.96	
Transports 68,419 91.87% 5.71% 2.42% (for calculating QA/QI costs)				

1st Resp. ALS Non Transport Agencies						1st Resp. BLS	
	VFD	CCFD #6	CCF&R	CCFD #3	ECF&R	CCFD #10	Verification
# of Medics	96	30	26	16			336
	\$20,390	\$6,372	\$5,522	\$3,398			\$71,366
80% 1st resp. QA	\$30,963.60						ECF&R, CCFD 10 to not get QA/QI services
20% of remainder Cost determined by percentage of call volume		\$3,343.18	\$1,684.64	\$2,713.07			\$154,818
							\$7,740.90
# of Encounters	21,628	6,404	3,227	5,197	716	864	106,455
	\$30,508	\$9,033	\$4,552	\$7,331	\$1,010	\$1,219	\$150,165
		43%	22%	35%			
Total							
	\$81,862	\$18,749	\$11,759	\$13,442	\$1,010	\$1,219	
	20.32%	6.02%	3.03%	4.88%	0.67%	0.81%	100.0%
	\$6,821.86	\$1,562.39	\$979.92	\$1,120.20	\$84.17	\$101.56	\$0
							\$376,349
							\$31,362.45
							\$376,349.41

Exhibit 1
Clark County Medical Program Director
Work Plan for City of Vancouver and Clark County Fire/EMS Districts

1. Clinical Protocols, Guidelines and Operating Procedures

1.1 Emergency Medical Dispatch Protocols WAC 246-976-920(3)(d):

- 1) Assist Clark Regional Emergency Services Agency (CRESA) and other control centers involved in Emergency Medical Dispatch (EMD) call taking in developing EMD protocols;
- 2) Determine appropriate EMS response upgrades to given EMD call types; and
- 3) Further define, as required in EMD protocols, specific direction given by local medical control pertaining to patient care.

1.2 Prehospital Care Guidelines WAC 246-976-920(3)(b):

Regularly complete a review of prehospital care protocols and revise as appropriate. Protocol revision shall take into consideration results of medical audits, input from other qualified healthcare providers, research and best practices.

1.3 Controlled Substance Guidelines WAC 246-976-920(3)(c):

Establish standards for storing, dispensing and administering controlled substances in accordance with state and federal regulations and guidelines.

1.4 Regional EMS and Trauma Care Plans WAC 246-976-920(3)(d):

Provide recommendations in the development and revision of the SW Region EMS and Trauma Care Plan.

1.5 EMS System Design WAC 246-976-920(3)(a-g):

In addition to the above, work with local agency administrators to develop, review and implement County Operating Procedures and EMS System Design Policies.

2. Training, Continuing Education, and Certification

2.1 Approve EMT Course Content and Instructors WAC 246-976-023(3):

Review and approve initial EMS training courses at all levels provided in Clark County. Approve all participating instructors and provide course instruction as appropriate.

2.2 Recommend Senior EMS Instructors WAC 246-976-920(3) (k):

Recommend to the DOH, SEIs who are responsible for initial EMR and EMT-Basic courses.

2.3 Approve and Supervise CME, or OTEP and Special Training WAC 246-976-161(1 - 5):

CME Option: Approve and supervise the Continuing Medical Education (CME) training offered and ensure it meets DOH guidelines for recertification.

OTEP Option: Approve and supervise the Ongoing Training and Evaluation Program (OTEP) for Clark County ELS personnel (including endorsements) in didactic and skills learning.

PCEP: Approve and supervise the Paramedic Continuing Education Program (PCEP) based on guidelines for recertification via DOH and NREMT in didactic and skills learning.

2.4 Special Training (as necessary) WAC 246-976-024(1 - 6):

As necessary, approve specialized training that is not included in the standard course curricula.

3. Quality Assurance

3.1 Prospective WAC 246-976-920 (3):

In collaboration with EMS agency management, establish the standards for field observation process for new hires, probationary employees, and lead paramedic candidates as well as Emergency Medical Dispatchers (EMD). Ensure proper documentation of performance observation is being done.

3.2 Concurrent WAC 246-976-920(3):

Participate in direct evaluation of Clark County EMS personnel provision of out-of-hospital care that includes, but is not limited to:

- a) Random ride-a-longs
- b) Evaluation of clinical skills performance in practical skill and simulation training
- c) Establish patient outcome and feedback loops with both Clark County receiving facilities.

3.3 Retrospective WAC 246-976-920(3):

- a) Oversee the EMD quality assurance process used by control centers operating in the county
- b) In collaboration with EMS providers, determine specific clinical treatment areas and low frequency-high risk skills for flag chart review
- c) Monitor specific clinical treatment trends and sentinel events for case review as well as adjusting prehospital scope of practice

3.4 Inquiry/Complaint WAC 246-976-191(3)(4):

- a) In collaboration with EMS agency management, conduct incident fact finding in response to complaints/inquiries regarding out- of-hospital care.
- b) As needed, conduct appropriate counseling and develop corrective action plans working with the involved agency's management.
- c) As per State of Washington guidelines for MPD's, provide necessary reporting to DOH, of those instances that meet Threshold Determination Guidelines.

4. Certification and Recertification

4.1 Exams WAC 246-976-920(3)(e)

Develop and oversee the initial written exam for Clark County Paramedics; conduct a one-on-one interview with those Paramedics that meet appropriate certification requirements and have successfully passed the written exam; and establish and oversee

the remedial training necessary for those individuals who do not successfully complete the written exam.

4.2 Recommendation WAC 246-976-920(3)(i)

Recommend EMS personnel certification, recertification, or denial of same to the DOH

4.3 Oversee certification process used for control center EMDs

Ensure compliance with regulations established for control center personnel

5. Boards and Meetings

5.1 Monthly EMS Training and Quality Management

Coordinate monthly EMS Training and Quality Improvement Committee meetings for the purpose of:

- 1) Coordinating EMS training and CME including review of State mandated curriculum and content changes as well as oversight of instructor qualifications and lesson plan development;
- 2) Review of patient care incidents as they pertain to the standard of care and county operating procedures;
- 3) Development of patient care guidelines; and
- 4) Evaluation of new EMS procedures, equipment and medications.

5.2 Medical Dispatch Review Committee

Regularly attend the Medical Dispatch Review Committee meetings for the purpose of:

- 1) Coordinating EMD education and training;
- 2) Quality review of pertinent EMS calls;
- 3) Implementation of new protocols; and
- 4) Special projects

5.3 County EMS and Trauma Care Council WAC 246-976-920(3) (d)

Regularly attend, as an Executive Committee member, the County EMS and Trauma Care Council that:

- 1) Reviews, evaluates and recommends to the SW Region EMS and Trauma Care Council (SW EMS/TC) the provision of and plan for EMS and trauma care in the region;
- 2) Makes recommendations to SW EMS/TC about the development of regional patient care procedures;
- 3) Reviews SEI applications and make recommendations to the DOH;
- 4) Recommends initial training classes and OTEP programs to the DOH; and
- 5) Participate in any special projects as they arise.

5.4 Ambulance Contract Oversight Board

Regularly attend the Ambulance Contract Oversight Board meetings and provide clinical expertise regarding EMS System performance pertaining to the Contract for Ambulance Service.

5.5 Regional Research and Protocol Development

- Regularly attend monthly meetings in the Portland-Vancouver metro area to jointly work on EMS research and protocol development.
- 5.6 Regional EMS and Trauma Care Council WAC 246-976-920(3)(d)
Regularly attend the SW Region EMS and Trauma Care Council that includes in part:
- 1) Assessment of regional EMS and trauma care needs;
 - 2) Identification of resources (personnel, training, facilities and equipment) to meet those needs;
 - 3) Development of a regional plan to meet the state standards of patient care;
 - 4) Establishing the number and level of trauma care facilities; and
 - 5) Recommending to the Department the number and level of out- of-hospital care services.
- 5.7 State EMS Related Committee's As Required
Regularly attend state EMS committees i.e., Governor's Steering Committee (GSC) that advises the state on the Prehospital EMS and Trauma State Plan, and on administrative rules pertaining to prehospital provider licensing and certification; and participate in any appropriate Prehospital TAC reporting to the GSC.
- 5.8 State MPD
Attend the regularly scheduled Medical Program Directors meeting.
- 5.9 Other
Attend and participate in other regional, State, and national meetings that are relevant to the continuum of emergency medical care.
- 6. Counseling, Remedial and Corrective Action**
- 6.1 Counseling, Personal Improvement Plan, Suspension, Revocation WAC 246-976-191(3 - 6)
- a) Coordinate with Clark County EMS agencies appropriate counseling and personal improvement plans regarding patient care for those EMT's and Paramedics requiring remediation;
 - b) Immediately report to the DOH any EMS personnel incident requiring investigation as per State guidelines.
- 7. Reports**
- 7.1 Out-of-Hospital Care Audit Reports
- a) Key performance indicators
 - b) Annual cardiac arrest outcomes
- 7.2 Monthly EMD Compliance
Review the monthly EMD compliance reports provided by CRESA and the other control centers operating in the county.
- 7.3 Annual Report
Provide an annual written report outlining:

- 1) Recommendations for system improvement to the clinical performance of the system;
and
- 2) Results of current research projects and studies.

7.4 WACARES

Participate with the Washington CARES Program and provide an annual report on cardiac arrest outcomes in Clark County.

7.5 Other

Collaboratively work with the EMS providers to develop reports that are useful at improving patient care.

8. Current System Studies

Lead in the establishment of a research agenda for the County as well as oversee and participate in other area research projects related to out-of-hospital care.



**SERVICE AGREEMENT #C-101542
AMENDMENT No. #1
Medical Program Director**

This Amendment amends the Professional Services Agreement number C-101542 by and between the City of Vancouver, hereinafter referred to as "City", and Marlow Macht MD hereinafter referred to as "Contractor", for services offered.

This amendment amends the original agreement as follows:

1. Increase the authorized amount of the Agreement by \$308,000 to a revised authorized amount of \$607,000.

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

CITY OF VANCOUVER
A municipal corporation

CONTRACTOR:
Marlow Macht MD

Signed by:
Lisa Brandt For
15BEE56DCDEC410...
Lon Pluckhahn, City Manager

DocuSigned by:
Marlow Macht
2A4281CFBCC14BC...
Signature

2/12/2025
Date

Marlow Macht Medical Director
Printed Name /Title

Attest:

2/11/2025
Date

DocuSigned by:
Natasha Ramras
483E040414AE4BD...
Natasha Ramras, City Clerk

Approved as to form:

DocuSigned by:
Nena Cook
A17C0F7FA2AC4D4...
Nena Cook, Interim City Attorney



**Professional Services Agreement C-101542
Amendment No. 2
Medical Program Director**

This second amendment ("Amendment") amends the Professional Services Agreement number C-101542 ("Agreement") between the City of Vancouver, ("City"), and Marlow Macht MD ("Contractor") and is effective on the last day signed by a Party. Terms that are capitalized but undefined will have the meaning given them in the Agreement.

This Amendment amends the Agreement as follows:

1. **Section 2 Compensation** is amended as follows:

Payment to the Contractor for the Services described in this Agreement shall not exceed \$ 851,000.00 USD.

2. **Section 4 Term of Agreement** is amended as follows:

The Term of this Agreement begins on the January 1, 2024 and continues until December 31, 2026.

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

CITY OF VANCOUVER
A municipal corporation

CONTRACTOR:
Marlow Macht MD

Lon Pluckhahn, City Manager

Signature

Date

Printed Name /Title

Attest:

Date

Natasha Ramras, City Clerk

Approved as to form:

Nena Cook, City Attorney

AN ORDINANCE relating to rate setting for collection of solid waste, recyclable materials and organics, and amending certain sections of VMC 6.12 to increase or adjust 2026 rates and charges consistent with approved utility user taxes and rates and in accordance with current contracts; providing for savings, severability and an effective date.

Staff Report: 219-25

To: Mayor and City Council
From: City Manager
Date: October 27, 2025

Subject

Ordinance Authorizing 2026 Rate Adjustments for City of Vancouver Garbage, Recycling and Organics Collection Contract

Key Points

- The collection contract between the City of Vancouver (City) and Waste Connections of Washington (WCW) includes a rate-setting model that allows for an annual Inflation Adjustment Factor ("IAF"; a combination of the consumer price index and a fuel index), regional tip fees, and adjustments to the City Fee to be applied to rates paid by customers.
- The Clark County approved disposal tip fee at the three transfer stations will increase by 1.4% to \$118.65 per ton effective January 1, 2026, which impacts the garbage collection rates Vancouver customers pay. In addition, the County approved recyclables processing fee will decrease by 9.1% to \$68.24 per ton, resulting in decreased recyclables processing surcharge amounts to be passed onto City residents.
- For the typical residential customer, the net impact of the IAF, Clark County tip fee, and Clark County recyclables processing fee is a 1.6% increase (or \$0.64/month) for Vancouver customers for combined garbage, recycling and organics collection services.
- Projected rate increases with a proposed effective date of January 1, 2026, detailed in the proposed Ordinance and rate summary sheet, vary based on the type and level of services provided and generally range from 0.9% to 2.7%.

Strategic Plan Alignment

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

Climate and Natural Systems – environmental stewardship and efforts to address climate change to ensure a sustainable future

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

Present Situation

City Council is the rate-making authority for garbage, residential recycling, and organics collection services within the City. The City contracts with a private company, Waste Connections of Washington, to provide comprehensive garbage, recycling and organics collection services

(Collection Contract) to residents and businesses within City limits. The Collection Contract terms authorize Waste Connections to receive annual adjustments to customer rates based on changing operating conditions including:

- An inflation adjustment factor tied to a percentage of the CPI and fuel cost changes over the past year (July through June).
- Disposal tip fee changes scheduled for the coming year.
- The number of customers served.
- Fees paid to the City to support solid waste-related programs.

Garbage rates also include the City's utility tax. The City's utility tax does not apply to recycling or organics collection services. All adjustments to rates are made pursuant to "Exhibit D" of the Collection Contract. Rates paid by customers for garbage, recycling and organics collection services were last modified effective January 1, 2025.

Consistent with the Collection Contract and effective January 1, 2026, the updated model for 2025 requires an increase of 2.7% for most garbage rates, while many recycling, organics and selected other fees not linked to the disposal tip fee or utility tax will need to increase by 0.92%. Key reasons for this increase are a 2.295% increase in the first half of the CPI for 2025, an 11.96% decrease in the diesel fuel index, and an anticipated 1.4% increase in the disposal tip fee set by Clark County. For a typical residential customer with 32-gallons per week of garbage, every-other-week recycling and every-other-week organics collection (96-gallons for each) this would result in a monthly rate increase of 1.6%, from \$40.16 per month to \$40.80 per month, or an increase of \$0.64 over 2025 rates.

Inflation Adjustment Factor

Under the Collection Contract, collection costs for garbage, recycling and organics are allowed to adjust at 80% of a blended and combined CPI (92%) and diesel fuel index (8%) – Inflation Adjustment Factor (IAF), which results in a 0.92% increase for the collection and disposal cost component, the City Fee, and other miscellaneous fees.

Disposal Tip Fees

In September 2024, City and County Councils executed the Master Services Agreement and Attachments (MSA) between Clark County, Vancouver and Columbia Resource Company that implements a new "rate model" to be used for calculating and annually adjusting components of the Tip Fees and other fees under the new contract to account for inflationary impacts.

Consistent with the rate model in the MSA, on January 1, 2026, the disposal tip fee set by Clark County is scheduled to increase \$1.61 per ton (or 1.4%) from \$117.04 per ton to \$118.65 per ton. Additional components of the disposal tip fee include the temporary \$1.43 per ton approved by the Clark County Council in 2017 to make up for lost state funding for regional solid waste programs and planning.

Recycling Fees

The rates proposed for January 1, 2026 apply typical adjustments to the curbside recycling collection fee (increasing from \$3.99 to \$4.03) and multi-family recycling collection fee (increasing from \$1.61 to \$1.62) based on the IAF (0.92%) detailed above.

In addition to collection fee adjustments, curbside and multifamily customers pay a pass-through recycling surcharge approved by Clark County, in effect since April 2019, to recover costs associated with a decline in recycling commodity values and to meet an ongoing need to process recyclables to strict standards and supply high-quality commodities to end markets. Columbia

Resource Company has indicated that the \$75.06 per ton processing fee in 2025 will be reduced to \$68.24 on January 1, 2026.

The combined impact for the curbside recycling fee and processing surcharge components is a 2.3% decrease (\$0.13 per month) in curbside recycling charges. The multi-family combined impact for the recycling fee and processing surcharge is a decrease of 1.9% (\$0.04 per month).

Organics Fees

The rates proposed for January 1, 2026, include 0.9% adjustments to the curbside organics collection rates which are tied to the IAF as shown in the table below.

Organics Service Level, every-other-week	Current 2025 Monthly Rate	Proposed 2026 Monthly Rate
96-gallon cart*	\$9.52	\$9.61
64-gallon cart	\$8.24	\$8.32
32-gallon cart	\$6.96	\$7.02
20-gallon cart	\$5.68	\$5.73
*Standard service level for the typical residential customer		

City Fee

Consistent with the City’s Financial Management Policies, the City Fee collected through rates will increase in 2026 to balance annual total revenues with annual enterprise fund expenditures, support work associated with known future unfunded mandates, and to help meet best management practices for utilities. The City Fee paid by Waste Connections each month in 2026, if the rate adjustments are approved, would be \$207,407. The 2025 monthly City Fee was set at \$205,508.35.

Combined Typical Residential Rate Impact

If approved, the 2026 rates for a typical residential customer with 32-gallons of weekly garbage service with recycling and organics collection would increase 1.6% or \$0.64 per month over 2025 rates.

Staff recommends adjusting customer rates pursuant to the Summary of Proposed 2026 Solid Waste Rates and proposed Ordinance, which would meet the City’s contractual obligations and would set the City Fee amount for the coming year. If approved, all adjustments will be effective January 1, 2026, and would amend VMC 6.12.208, 6.12.209, 6.12.210, 6.12.211, 6.12.212, and 6.12.213 to provide for adjustments in solid waste rates.

Advantage(s)

1. A nominal increase to customer rates would help maintain the City’s high level of solid waste services, including many different options for curbside collection of garbage, recycling and optional organics.
2. The proposed rates would continue to provide funds for the neighborhood cleanup programs including spring yard debris coupons and fall leaf coupons, curbside bulky item pickup or

- Saturday cleanup events and Saturday chipper events, as well as neighborhood mini grants.
3. Ensure funds for addressing solid waste code compliance and litter abatement, and illegal dumping response across the City.
 4. Provide funds for regional solid waste programs for administration of the solid waste transfer and disposal system, long-term solid waste management planning, and education and outreach.

Challenge(s)

Customers would have rate increases generally ranging from 0.9% to 2.7%, depending upon the types and levels of service selected.

Budget Impact

Proposed rate increases would provide the Solid Waste fund with an additional \$106,650 per year in revenue beginning in 2026. Adjusting solid waste rates would also positively impact the General Fund programs through the embedded 28.9% City utility tax on City-owned and contracted utilities.

Budgetary impacts to the City have been considered for the adopted 2025-26 biennial budget and incorporated into the proposed supplemental budget process, anticipated to be brought to Council in early 2026.

Prior Council Review

- This is an annual rate-setting process for Council.
- Council previously reviewed solid waste rates during the November 4, 2024 (effective January 1, 2025), public hearings on the 2025 Solid Waste Rates.

Action Requested

On Monday, October 27, 2025, advance the proposed Ordinance on first reading and set a date of November 3, 2025, for a public hearing and second reading.

Staff Contact

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Attachments:

1. Ordinance
2. Summary of Proposed 2026 Rates

10/27/2025 (Date of First Reading)
11/04/2025 (Date of Public Hearing)

ORDINANCE NO. M- [Ordinance Number]

AN ORDINANCE relating to rate setting for collection of solid waste, recyclable materials and organics, and amending certain sections of VMC 6.12 to increase or adjust 2026 rates and charges consistent with approved utility user taxes and rates and in accordance with current contracts; providing for savings, severability and an effective date.

WHEREAS, 2025 rates for solid waste collection, residential recycling, and organics within chapter 6.12 VMC were adopted through passage of Ordinance M-4467 on November 4, 2024, and effective January 1, 2025; and

WHEREAS, the City's contract for Comprehensive Garbage, Recyclables, and Organics Collection Services (Collection Contract) contains provisions for annual adjustments to rates charged by the Contractor based upon changes in the Consumer Price Index (CPI), a Fuel Index, changes in disposal and recyclables processing tip fees, and changes in the City Fee as calculated through the Collection Contract's Exhibit D rate model; and

WHEREAS, the Inflation Adjustment Factor (IAF) for 2026 proposed rates under the Collection Contract has been calculated at 0.92% by combining a 2.295% increase in the Seattle-Tacoma-Bellevue CPI-W and an 11.96% decrease in the Fuel Index (weighted 92 % and 8 % respectively) factored at 80% as the allowed annual compensation adjustment for the collection contractor; and

WHEREAS, pursuant to Clark County's contract with Columbia Resource Company for the waste, recycling processing, transfer and disposal services, disposal tip fees at transfer

stations used to dispose of waste collected by the Contractor are set to increase by 1.4% to \$118.65 per ton of municipal solid waste effective January 1, 2026, which is a rate set by Clark County; and

WHEREAS, on February 19, 2019, Clark County established a recyclables processing fee for residential recyclables delivered by Columbia Resources Company. Based on a review of operational factors, revenues and allowable costs, Clark County has determined the recyclables processing fee will be adjusted from \$75.06 to \$68.24 per ton on January 1, 2026 (a 9.1% decrease), impacting the recyclables processing surcharge amounts for City curbside and multi-family customers; and

WHEREAS, the Collection Contract also contains provisions for annual adjustments in hauler compensation for recycling and organics collection services based on changes in the IAF; and

WHEREAS, the City's 2025-2026 Financial Management Policies provide guidance for balancing current operating expenditures with current revenues (#3), for exercising sound financial estimation of revenues through reasonably conservative but realistic assumptions (#8), for applying the principle of full cost recovery in enterprise (Solid Waste) fund operations (#12), and for maintenance of both working capital (#2) and designated liability funding (#4) reserves. These policies are variously addressed through the adjustment of rates and City Fee paid by the Contractor; and

NOW, THEREFORE,

BE IT ORDAINED BY THE CITY OF VANCOUVER:

Section 1. VMC 6.12.208, is amended as follows:

6.12.208 Residential/multifamily cart rates.

The following table lists rates charged for residential/multifamily cart service:

Curb Service:	~~2025~~ <u>2026</u>
32-gallon cart service	
Weekly collection	~~25.23~~ <u>25.91</u> per month
Each additional cart	~~25.23~~ <u>25.91</u> per month
Every other week	~~18.92~~ <u>19.43</u> per month
Each additional cart	~~18.92~~ <u>19.43</u> per month
Once a month	~~11.35~~ <u>11.66</u> per month
64-gallon cart service	
Weekly collection	~~50.46~~ <u>51.82</u> per month
Each additional cart	~~50.46~~ <u>51.82</u> per month
Every other week	~~25.23~~ <u>25.91</u> per month
96-gallon cart service	

Weekly collection	~~75.69~~ <u>77.73</u> per month
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Each additional cart	~~75.69~~ <u>77.73</u> per month
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20-gallon cart service

Weekly collection	~~48.92~~ <u>49.43</u> per month
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Every other week	~~45.14~~ <u>45.55</u> per month
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Carryout Service:

32-gallon cart service

Weekly collection	~~37.85~~ <u>38.87</u> per month
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Each additional cart	~~37.85~~ <u>38.87</u> per month
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Every other week	~~28.39~~ <u>29.15</u> per month
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Each additional cart	~~28.39~~ <u>29.15</u> per month
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Once a month	~~17.03~~ <u>17.49</u> per month
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64-gallon cart service

Weekly collection	~~63.08~~ <u>64.78</u> per month
Every other week	~~53.62~~ <u>55.06</u> per month
96-gallon cart service	
Weekly collection	~~88.31~~ <u>90.69</u> per month
20-gallon cart service	
Weekly collection	~~28.38~~ <u>29.15</u> per month
Every other week	~~22.71~~ <u>23.33</u> per month

Special/Optional Services:

Extra 32-gallon or equivalent (or portion thereof)

Curb	~~9.94~~ <u>10.21</u> per pick up
Carryout	~~14.89~~ <u>15.29</u> per pick up
Return trip fee	~~14.21~~ <u>14.34</u> per trip
Overweight/overfilled cart	Billed as an extra

Cart replacement fee	At cost
Cart delivery, initial	~~0.00~~ <u>0.00</u>
Cart delivery, subsequent	~~17.69~~ <u>17.85</u>

Late Fee:

1.5% of balance outstanding at 30 days past due date.

Vacation Allowance:

Minimum period of two weeks.

Maximum of three vacations per year.

Section 2. VMC 6.12.209, is amended as follows:

6.12.209 Commercial cart rates.

The following table lists garbage rates charged for commercial cart service:

Curb Service:	~~2025~~ <u>2026</u>
20-gallon cart service	
Weekly cart service	~~21.05~~ <u>21.61</u> per month

Every other week	~~16.84~~ <u>17.29</u> per month
32-gallon cart service	
Weekly collection	~~28.06~~ <u>28.81</u> per month
Each additional cart	~~28.06~~ <u>28.81</u> per month
Every other week	~~21.05~~ <u>21.61</u> per month
Each additional cart	~~21.05~~ <u>21.61</u> per month
Once a month	~~12.63~~ <u>12.96</u> per month
64-gallon cart service	
Weekly collection	~~56.12~~ <u>57.62</u> per month
Each additional cart	~~56.12~~ <u>57.62</u> per month
Every other week	~~28.06~~ <u>28.81</u> per month
96-gallon cart service	
Weekly collection	~~84.18~~ <u>86.43</u> per month
Every other week	~~63.15~~ <u>64.83</u> per month

Carryout Service:

20-gallon cart service

Weekly collection ~~31.57~~ 32.42 per month

Every other week ~~25.25~~ 25.93 per month

32-gallon cart service

Weekly collection ~~42.09~~ 43.22 per month

Each additional cart ~~42.09~~ 43.22 per month

Every other week ~~31.57~~ 32.42 per month

Each additional cart ~~31.57~~ 32.42 per month

Once a month ~~18.94~~ 19.45 per month

64-gallon cart service

Weekly collection ~~70.15~~ 72.03 per month

Every other week ~~42.09~~ 43.22 per month

96-gallon cart service

Weekly collection	~~98.21~~ <u>100.84</u> per month
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Commercial Special/Optional

Services:

Extra 32-gallon or equivalent (or portion thereof)

Curb	~~40.99~~ <u>11.29</u> per pick up
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Carryout	~~46.58~~ <u>17.03</u> per pick up
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Return trip fee	~~44.21~~ <u>14.34</u> per trip
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Overweight/overfilled cart	Billed as an extra
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Cart replacement fee	At cost
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Cart delivery, initial	0.00
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Cart delivery, subsequent	~~47.79~~ <u>17.95</u>
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Subscription-based commercial organics collection service is available at rates listed in VMC 6.12.213.

Late Fee:

1.5% of balance outstanding at 30 days past due date.

Vacation Allowance:

Minimum period of two weeks.

Maximum of three vacations per year.

Section 3. VMC 6.12.210, is amended as follows:

6.12.210 Container rates.

The following Table 6.12.210 lists garbage rates charged for container service:

Table 6.12.210. (~~2025~~ 2026 Rates)

Regular Containers
Weekly Frequency

Size (In Yards)	1	2	3	4	5	6	7
1	~~\$ 173.22~~ <u>\$177.88</u>	~~\$ 346.44~~ <u>\$355.76</u>	~~\$ 519.66~~ <u>\$533.64</u>	~~\$ 692.88~~ <u>\$711.52</u>	~~\$ 866.10~~ <u>\$889.40</u>	~~\$1,039.32~~ <u>\$1,067.28</u>	~~\$ 1,212.54~~ <u>\$1,245.16</u>
1.5	~~\$ 216.53~~ <u>\$222.35</u>	~~\$ 433.05~~ <u>\$444.70</u>	~~\$ 649.58~~ <u>\$667.05</u>	~~\$ 866.10~~ <u>\$889.40</u>	~~\$ 1,082.63~~ <u>\$1,111.75</u>	~~\$ 1,299.15~~ <u>\$1,334.10</u>	~~\$ 1,515.68~~ <u>\$1,556.45</u>
2	~~\$ 259.83~~ <u>\$266.82</u>	~~\$ 519.66~~ <u>\$533.64</u>	~~\$ 779.49~~ <u>\$800.46</u>	~~\$ 1,039.32~~ <u>\$1,067.282</u>	~~\$ 1,299.15~~ <u>\$1,334.10</u>	~~\$ 1,558.98~~ <u>\$1,600.92</u>	~~\$ 1,818.81~~ <u>\$1,867.74</u>
3	~~\$ 346.44~~ <u>\$355.76</u>	~~\$ 692.88~~ <u>\$711.52</u>	~~\$ 1,039.32~~ <u>\$1,067.28</u>	~~\$ 1,385.76~~ <u>\$1,423.04</u>	~~\$ 1,732.20~~ <u>\$1,778.80</u>	~~\$ 2,078.64~~ <u>\$2,134.56</u>	~~\$ 2,425.08~~ <u>\$2,490.32</u>
4	~~\$ 433.05~~ <u>\$444.70</u>	~~\$ 866.10~~ <u>\$889.40</u>	~~\$ 1,299.15~~ <u>\$1,334.10</u>	~~\$ 1,732.20~~ <u>\$1,778.80</u>	~~\$ 2,165.25~~ <u>\$2,223.50</u>	~~\$ 2,598.30~~ <u>\$2,668.20</u>	~~\$ 3,031.35~~ <u>\$3,112.90</u>
5	~~\$ 519.66~~ <u>\$533.64</u>	~~\$ 1,039.32~~ <u>\$1,067.28</u>	~~\$ 1,558.98~~ <u>\$1,600.92</u>	~~\$ 2,078.64~~ <u>\$2,134.56</u>	~~\$ 2,598.30~~ <u>\$2,668.20</u>	~~\$ 3,117.96~~ <u>\$3,201.84</u>	~~\$ 3,637.62~~ <u>\$3,735.48</u>
6	~~\$ 606.27~~ <u>\$622.58</u>	~~\$1,212.54~~ <u>\$1,245.16</u>	~~\$ 1,818.81~~ <u>\$1,867.74</u>	~~\$ 2,425.08~~ <u>\$2,490.32</u>	~~\$ 3,031.35~~ <u>\$3,112.90</u>	~~\$ 3,637.62~~ <u>\$3,735.48</u>	~~\$ 4,243.89~~ <u>\$4,358.06</u>
8	~~\$ 779.49~~ <u>\$800.46</u>	~~\$ 1,558.98~~ <u>\$1,600.92</u>	~~\$ 2,338.47~~ <u>\$2,401.38</u>	~~\$ 3,117.96~~ <u>\$3,201.84</u>	~~\$ 3,897.45~~ <u>\$4,002.30</u>	~~\$ 4,676.94~~ <u>\$4,802.76</u>	~~\$ 5,456.43~~ <u>\$5,603.22</u>

Regular Containers at Space Constrained Locations (Space Saver Rate)

Weekly Frequency

Size (In Yards)	1	2	3	4	5	6	7
1		~~\$ 285.81~~ <u>\$293.50</u>	~~\$ 381.08~~ <u>\$391.34</u>	~~\$ 476.36~~ <u>\$489.17</u>	~~\$ 571.63~~ <u>\$587.00</u>	~~\$ 666.90~~ <u>\$684.84</u>	~~\$ 857.44~~ <u>\$880.51</u>
1.5		~~\$ 381.08~~ <u>\$391.34</u>	~~\$ 619.26~~ <u>\$635.92</u>	~~\$ 666.90~~ <u>\$684.84</u>	~~\$ 905.07~~ <u>\$929.42</u>	~~\$ 1,047.98~~ <u>\$1,076.17</u>	~~\$ 1,286.16~~ <u>\$1,320.76</u>
2		~~\$ 476.36~~ <u>\$489.17</u>	~~\$ 666.90~~ <u>\$684.84</u>	~~\$ 857.44~~ <u>\$880.51</u>	~~\$ 1,143.25~~ <u>\$1,174.01</u>	~~\$ 1,333.79~~ <u>\$1,369.68</u>	~~\$ 1,524.34~~ <u>\$1,565.34</u>
3		~~\$ 666.90~~ <u>\$684.84</u>		~~\$ 1,333.79~~ <u>\$1,369.68</u>	~~\$ 1,714.88~~ <u>\$1,761.01</u>	~~\$ 2,000.69~~ <u>\$2,054.51</u>	~~\$ 2,286.50~~ <u>\$2,348.02</u>
4		~~\$ 857.44~~ <u>\$880.51</u>		~~\$ 1,714.88~~ <u>\$1,761.01</u>		~~\$ 2,572.32~~ <u>\$2,641.52</u>	
5							
6							
8							

Compactor Containers

Weekly Frequency

Size (In Yards)	1	2	3	4	5	6	7
1	\$ 388.80 <u>\$399.26</u>	\$ 777.60 <u>\$798.52</u>	\$ 1,166.40 <u>\$1,197.78</u>	\$ 1,555.20 <u>\$1,597.04</u>	\$ 1,944.00 <u>\$1,996.30</u>	\$ 2,332.80 <u>\$2,395.56</u>	\$ 2,721.60 <u>\$2,794.82</u>
1.5	\$ 486.00 <u>\$499.08</u>	\$ 972.00 <u>\$998.15</u>	\$ 1,458.00 <u>\$1,497.23</u>	\$ 1,944.00 <u>\$1,996.30</u>	\$ 2,430.00 <u>\$2,495.38</u>	\$ 2,916.00 <u>\$2,994.45</u>	\$ 3,402.00 <u>\$3,493.53</u>
2	\$ 583.20 <u>\$598.89</u>	\$ 1,166.40 <u>\$1,197.78</u>	\$ 1,749.60 <u>\$1,796.67</u>	\$ 2,332.80 <u>\$2,395.56</u>	\$ 2,916.00 <u>\$2,994.45</u>	\$ 3,499.20 <u>\$3,593.34</u>	\$ 4,082.40 <u>\$4,192.23</u>
3	\$ 777.60 <u>\$798.52</u>	\$ 1,555.20 <u>\$1,597.04</u>	\$ 2,332.80 <u>\$2,395.56</u>	\$ 3,110.40 <u>\$3,194.08</u>	\$ 3,888.00 <u>\$3,992.60</u>	\$ 4,665.60 <u>\$4,791.12</u>	\$ 5,443.20 <u>\$5,589.64</u>
4	\$ 972.00 <u>\$998.15</u>	\$ 1,944.00 <u>\$1,996.30</u>	\$ 2,916.00 <u>\$2,994.45</u>	\$ 3,888.00 <u>\$3,992.60</u>	\$ 4,860.00 <u>\$4,990.75</u>	\$ 5,832.00 <u>\$5,988.90</u>	\$ 6,804.00 <u>\$6,987.05</u>
5	\$ 1,166.40 <u>\$1,197.78</u>	\$ 2,332.80 <u>\$2,395.56</u>	\$ 3,499.20 <u>\$3,593.34</u>	\$ 4,665.60 <u>\$4,791.12</u>	\$ 5,832.00 <u>\$5,988.90</u>	\$ 6,998.40 <u>\$7,186.68</u>	\$ 8,164.80 <u>\$8,384.46</u>
6	\$ 1,360.80 <u>\$1,397.41</u>	\$ 2,721.60 <u>\$2,794.82</u>	\$ 4,082.40 <u>\$4,192.23</u>	\$ 5,443.20 <u>\$5,589.64</u>	\$ 6,804.00 <u>\$6,987.05</u>	\$ 8,164.80 <u>\$8,384.46</u>	\$ 9,525.60 <u>\$9,781.87</u>
8	\$ 1,749.60 <u>\$1,796.67</u>	\$ 3,499.20 <u>\$3,593.34</u>	\$ 5,248.80 <u>\$5,390.01</u>	\$ 6,998.40 <u>\$7,186.68</u>	\$ 8,748.00 <u>\$8,983.35</u>	\$10,497.60 <u>\$10,780.02</u>	\$12,247.20 <u>\$12,576.69</u>

Note: Above rates are for containers supplied by contractor. Rates for compacted solid waste apply only when waste has been compacted by any mechanical device prior to its pickup by the collector. Loose waste dumped into the collector's packer truck from a container will be subject to the rates for noncompacted material. However, waste that has been compressed or

compacted by any mechanical device and then subsequently dumped into a loose yard container to be picked up by the contractor shall be subject to compacted container rates only upon prior written approval of the Director.

Special Services:

Special pickups shall be charged the extra yard rate multiplied by the size of the container plus the return trip charge.

	~~2025~~ <u>2026</u>
One-time delivery/pickup/disposal of 3-yard "Rent-a-Bin"	~~219.57~~ <u>225.48</u>
Additional "Rent-a-Bin" pickup	~~136.06~~ <u>139.72</u>
Return trip (blocked container, etc.)	~~20.83~~ <u>21.02</u>
Lock charge (if manual system used)	~~3.34~~ <u>3.37</u> per collection
Subsequent deliveries/moves/replacements	~~37.92~~ <u>38.27</u> per trip
Accessibility charge	~~4.73~~ <u>4.77</u> per collection
Rollout charge	
Greater than 15 feet	~~4.73~~ <u>4.77</u> per collection
Greater than 20 feet	~~7.58~~ <u>7.65</u> per collection
Steam cleaning (customer request or requirement)	~~56.88~~ <u>57.41</u> per container
Overfill/extra yardage (or portion thereof)	~~21.92~~ <u>22.51</u> per event

Overweight charges for container service:

If the contractor identifies that a customer's disposal weights are consistently in excess of 130 pounds per loose yard (if charged loose container rates) or 455 pounds per compacted yard, or per yard of heavy material such as dirt, rock, etc. (if charged compacted container rates) the contractor may charge a flat overweight surcharge in addition to the regular rates. The surcharge will be equal to the weight in excess of 200 pounds per loose yard or 700 pounds per compacted yard multiplied by the current disposal rates per pound, multiplied by the number of yards serviced per month. The surcharge may also be applied to any extra or special pickups. The contractor shall not charge the overweight container charge until the on-going overweight account has been brought to the attention of the director. The contractor may charge the overweight charge once the director has investigated the issue and made a written determination as to whether the proposed charge is appropriate to the situation.

Late Fee: 1.5% of balance outstanding at 30 days past due date.

Vacation Allowance:

Minimum period of two weeks.

Maximum of three vacations per year.

Section 4. VMC 6.12.211, is amended as follows:

6.12.211 Drop box and compactor rates.*

The following table lists garbage rates charged for drop box and compactor service:

Regular Service:	~~2025~~ <u>2026</u>
Initial placement fee	~~47.36~~ <u>47.80</u> per trip
Moving fee	~~47.36~~ <u>47.80</u> per trip
Steam clean	
(per customer request or as required)	~~5.10~~ <u>5.15</u> per yard
Minimum	~~49.58~~ <u>50.04</u> min
Plus: pickup and redelivery	~~47.36~~ <u>47.80</u> per trip

Trucking Fee (empty and return - roundtrip haul charge):

Drop box

10-yard	~~185.77~~ <u>187.49</u>
20-yard	~~185.77~~ <u>187.49</u>
30-yard	~~185.77~~ <u>187.49</u>
40-yard	~~185.77~~ <u>187.49</u>

Compactor

10-yard	~~206.42~~ <u>208.33</u>
20-yard	~~206.42~~ <u>208.33</u>
30-yard	~~206.42~~ <u>208.33</u>
40-yard	~~206.42~~ <u>208.33</u>

Organics Trucking Fee (empty and return - roundtrip haul charge):

Drop box

10-yard	~~132.08~~ <u>133.31</u>
20-yard	~~132.08~~ <u>133.31</u>
30-yard	~~132.08~~ <u>133.31</u>
40-yard	~~132.08~~ <u>133.31</u>

Compactor

10-yard	~~146.76~~ <u>148.12</u>
20-yard	~~146.76~~ <u>148.12</u>
30-yard	~~146.76~~ <u>148.12</u>
40-yard	~~146.76~~ <u>148.12</u>

Add disposal pass through at amount of tipping fee and disposal transaction fees or taxes to above charges.

Daily demurrage - Per day	~~4.43~~ <u>4.47</u> per day
Monthly demurrage - Monthly maximum	~~133.36~~ <u>134.59</u> monthly max

Special/modified box rental

(Lid/screen/winch, etc.) - Per day	~~6.35~~ <u>6.41</u> per day
Monthly maximum	~~191.34~~ <u>193.11</u> monthly max

Waiting time

(after first 10 minutes) - Charge per minute	~~2.25~~ <u>2.27</u> per minute
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Mileage Charge (over 10)	~~4.10~~ <u>4.14</u> per mile
Locking system	
Materials plus labor - per hour	~~47.36~~ <u>47.80</u> per hour
"Check only" service	
(price per container and per check)	~~13.73~~ <u>13.86</u>
Return trip charge (per container)	~~37.92~~ <u>38.27</u>
Box Liner fee (per collection)	~~68.50~~ <u>69.13</u>

For organics and/or yard debris collection drop box service – the noted organics trucking fee applies in place of the regular trucking fee; however, the same rates apply to these streams as for all other regular drop box related services, and disposal will be charged at current organics and/or yard debris tip fees.

Late Fee: 1.5% of balance outstanding at 30 days past due date.

Section 5. VMC 6.12.212, is amended as follows:

6.12.212 Other rates.

The following table lists garbage rates for types of pickup other than those set out in VMC 6.12.208 through 6.12.211:

Bulky item pickup:	~~2025~~ <u>2026</u>	
Stove	~~20.80~~ <u>20.99</u>	each
Washing machine	~~22.75~~ <u>22.96</u>	each
Dryer	~~18.83~~ <u>19.00</u>	each
Water heater	~~23.13~~ <u>23.34</u>	each
Refrigerator, freezer	~~37.62~~ <u>37.97</u>	each
Sofa	~~18.83~~ <u>19.00</u>	each
Chair	~~15.04~~ <u>15.18</u>	each
Mattress or box spring	~~17.03~~ <u>17.19</u>	each
Tires		
Auto/light pickup	~~8.96~~ <u>9.04</u>	each
with rim	~~13.87~~ <u>14.00</u>	each
Bus/heavy truck	~~28.09~~ <u>28.35</u>	each
with rim	~~46.36~~ <u>46.79</u>	each
Other bulky items	~~19.82~~ <u>20.00</u>	each

Note: the above rates are for pre-scheduled curbside pick-up at residential locations; however, they also may be applied to commercial and multifamily site pickups. For commercial and multifamily collections additional fees pursuant to VMC 6.12.210 may apply for requested special services that differ from the standard pre-scheduled curbside bulky item pickup.

Hourly equipment rental:

Sideloaded compactor truck	~~126.05~~ <u>127.21</u>	per hour
Rolloff truck/front load compactor Truck	~~129.81~~ <u>131.01</u>	per hour
Extra labor	~~57.48~~ <u>58.01</u>	per hour
Overtime rate	Extra labor rate x 1.5	

Section 6. VMC 6.12.213, is amended as follows:

6.12.213 Residential recycling fees.

The following fees shall be charged for recycling program costs within the city of Vancouver:

1. *Curbside Recycling*
 - a. For each dwelling unit in a structure containing from one to four residential dwelling units, ~~\$3.99~~ 4.03 per month.
 - b. For each dwelling unit in a structure containing from one to four residential dwelling units, the contractor may invoice a recyclables processing surcharge of ~~\$1.42~~ 1.25 per month.
2. *Multi-family Recycling*
 - a. Five or more residential dwelling units on a consolidated solid waste collection bill, ~~\$1.61~~ \$1.62 per month per unit.

b. For each dwelling unit in a structure containing five or more residential dwelling units, the contractor may invoice a recyclables processing surcharge of ~~\$0.66~~ 0.61 per unit per month.

The following optional fees shall be charged to those residents or businesses who voluntarily subscribe for service:

Organics Collection Service

Residential Subscription Options:

~~2025~~ 2026

Basic subscription, with 96-gallon cart	~~\$9.52~~ <u>9.61</u> per month
Basic subscription, with 64-gallon cart	~~8.24~~ <u>8.32</u> per month
Basic subscription, with 32-gallon cart	~~6.96~~ <u>7.02</u> per month
Basic subscription, with 20-gallon cart	~~5.68~~ <u>5.73</u> per month

Commercial / Multifamily Subscription Options:

Every Other Week subscription, with 64-gallon cart	~~\$11.16~~ <u>11.27</u> per month
Weekly subscription, with 64-gallon cart	~~22.32~~ <u>22.53</u> per month

Special / Optional Organics Services:

Additional 32-gallon equivalent (or portion thereof, per volume)	~~4.35~~ <u>4.39</u> per pickup
Service restart fee, within one year of last service	~~12.96~~ <u>13.08</u>

Optional extra cart rental	~~2.15~~ <u>2.17</u> per month
Cart replacement fee	At cost
Cart delivery fee, initial	0.00
Cart delivery fee, subsequent (including cart swap request)	~~17.30~~ <u>17.46</u>
Late fee: 1.5% of balance outstanding at 30 days	

Vacation allowances in conjunction with garbage service vacations only.

Note: For commercial and multifamily sites participating in organics collection service, the above subscription rates and special / optional Services fees apply so long as the customer is responsible for placing the cart(s) curbside or designated servicing location for the scheduled collection day(s). If the cart(s) at these sites is not placed at the curb on collection day(s) and/or if other special services are requested for these sites, then the special services fees pursuant to VMC 6.12.210 may be added as additional charges for each collection. Depending on location specific challenges, organics collection service may not be offered at all multifamily or commercial sites.

Section 7. Savings. Those ordinances or parts of ordinances amended by this Ordinance shall remain in full force and effect until the effective date of this Ordinance.

Section 8. Severability. If any clause, sentence, paragraph, section, or part of this Ordinance or its application to any person or circumstance shall be determined by any court of competent jurisdiction to be invalid, such order or judgment shall be confined in its operation to the controversy in which it was rendered and shall not effect or invalidate the remainder. The provisions of each clause, sentence, paragraph, section or part of this Ordinance are severable.

Section 9. Effective date. This Ordinance is effective January 1, 2026.

DATE OF FINAL PASSAGE at a Regular Meeting of the Vancouver City Council:

_____.

SIGNED this _____ day of _____, 2025.

Anne McEnery-Ogle, Mayor

Attest:

Natasha Ramras, City Clerk

Approved as to form:

Nena Cook, City Attorney

SUMMARY

ORDINANCE NO. _____

AN ORDINANCE establishing 2026 rates for collection of solid waste, recyclable materials and organics, and amending certain sections of chapter 6.12 VMC to adjust rates and charges consistent with approved utility user taxes and rates, providing for savings, severability and an effective date.

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

**SUMMARY OF PROPOSED SOLID WASTE COLLECTION
RATES for 1/01/26 as compared to rates in effect since
1/01/25 (3 pages)**

\$X.XX shaded values are ADOPTED changes based on CPI/Fuel/Tip Fee, City Fee and adjusted Recycling Processing Fee. Changes to be adopted by Vancouver City Council:

First Reading: 10/27/2025

Second Reading/Public Hearing: 11/03/2025

The fees are expected to remain unchanged through 2026 (until Jan. 2027).

Questions on the rate changes may be addressed to Julie Gilbertson (360-487-7162)

Available Service Levels	Monthly Charge		
	Jan-25	Jan-26	Change

Residential/Multifamily Curb Service (VMC 6.12.208)

32-gallon cart service				
A	weekly collection	\$25.23	\$25.91	2.7%
	each additional	\$25.23	\$25.91	2.7%
	every other week collection	\$18.92	\$19.43	2.7%
	each additional cart	\$18.92	\$19.43	2.7%
	once per month collection	\$11.35	\$11.66	2.7%
64-gallon cart service				
	weekly collection	\$50.46	\$51.82	2.7%
	each additional cart	\$50.46	\$51.82	2.7%
	every other week collection	\$25.23	\$25.91	2.7%
96-gallon cart service				
	weekly collection	\$75.69	\$77.73	2.7%
	each additional cart	\$75.69	\$77.73	2.7%
20-gallon cart service				
	weekly collection	\$18.92	\$19.43	2.7%
	every other week collection	\$15.14	\$15.55	2.7%

Residential Carryout Service

32-gallon cart service				
	weekly collection	\$37.85	\$38.87	2.7%
	each additional cart	\$37.85	\$38.87	2.7%
	every other week collection	\$28.39	\$29.15	2.7%
	each additional cart	\$28.39	\$29.15	2.7%
	once per month collection	\$17.03	\$17.49	2.7%
64-gallon cart service				
	weekly collection	\$63.08	\$64.78	2.7%
	every other week collection	\$53.62	\$55.06	2.7%
96-gallon cart service				
	weekly collection	\$88.31	\$90.69	2.7%
20-gallon cart service				
	weekly collection	\$28.38	\$29.15	2.7%
	every other week collection	\$22.71	\$23.33	2.7%

Residential Special/Optional Services

Extra Cart (32-gallon equivalent)				
	Curb (per pick-up)	\$9.94	\$10.21	2.7%
	Carryout (per pick-up)	\$14.89	\$15.29	2.7%
	Return Trip fee	\$14.21	\$14.34	0.9%
	Overweight/overfilled can	Billed as an extra		
	Cart replacement fee	At cost		
	Cart Delivery, Initial	\$0.00	\$0.00	
	Cart Delivery, Subsequent	\$17.69	\$17.85	0.9%

Residential Recycling & Organics Curbside (VMC 6.12.213)

B	Single Family Recycling (EOW)	\$3.99	\$4.03	1.0%
	B' Recycling Processing Surcharge	\$1.42	\$1.25	-11.7%
	Multi-Family Recycling (per unit/month)	\$1.61	\$1.62	0.6%
	Recycling Processing Surcharge	\$0.66	\$0.61	-8.1%
C	Single Family Organics (EOW, subscription service)			
	Basic subscription 96-gal cart	\$9.52	\$9.61	0.9%
Pg. 3 Lists all Organics Cart Size & Pricing Options				
	Additional 32-gal per pickup	\$4.35	\$4.39	0.9%
	Service restart fee (<1yr)	\$12.96	\$13.08	0.9%
	Optional 64-gal Cart Rental	\$2.15	\$2.17	0.9%
	Cart replacement fee	At Cost		
	Cart delivery fee, initial	\$0.00	\$0.00	
	Cart delivery, subsequent	\$17.30	\$17.46	0.9%

Standard Service Level for Residential Customers (A + B)

		Jan-25	Jan-26	Change	
A	32-Gallon Weekly Garbage	\$25.23	\$25.91	2.7%	\$0.68
B	Single Family Recycling B + B'	\$5.41	\$5.28	-2.3%	-\$0.13
	TOTAL A + B (+B')	\$30.64	\$31.19	1.8%	\$0.55
C	Single Family Organics (w/basic 96-gal)	\$9.52	\$9.61	0.9%	\$0.09
	TOTAL A + B + C (Organics)	\$40.16	\$40.80	1.6%	\$0.64

Available Service Levels	Monthly Charge		
	Jan-25	Jan-26	Change

Commercial Curb Service (VMC 6.12.209)

32-gallon cart service				
	weekly collection	\$28.06	\$28.81	2.7%
	each additional cart	\$28.06	\$28.81	2.7%
	every other week collection	\$21.05	\$21.61	2.7%
	each additional cart	\$21.05	\$21.61	2.7%
	once per month collection	\$12.63	\$12.96	2.6%
64-gallon cart service				
	weekly collection	\$56.12	\$57.62	2.7%
	each additional cart	\$56.12	\$57.62	2.7%
	every other week collection	\$28.06	\$28.81	2.7%
96-gallon cart service				
	weekly collection	\$84.18	\$86.43	2.7%
	every other week collection	\$63.15	\$64.83	2.7%
20-gallon cart collection				
	weekly collection	\$21.05	\$21.61	2.7%
	every other week collection	\$16.84	\$17.29	2.7%

Commercial Carryout Service

32-gallon cart service				
	weekly collection	\$42.09	\$43.22	2.7%
	each additional cart	\$42.09	\$43.22	2.7%
	every other week collection	\$31.57	\$32.42	2.7%
	each additional cart	\$31.57	\$32.42	2.7%
	once per month collection	\$18.94	\$19.45	2.7%
64-gallon cart service				
	weekly collection	\$70.15	\$72.03	2.7%
	every other week collection	\$42.09	\$43.22	2.7%
96-gallon cart service				
	weekly collection	\$98.21	\$100.84	2.7%
20-gallon cart service				
	weekly collection	\$31.57	\$32.42	2.7%
	every other week collection	\$25.25	\$25.93	2.7%

Commercial Special/Optional Services

Extra Cart (32-gallon equivalent)				
	Curb (per pick-up)	\$10.99	\$11.29	2.7%
	Carryout (per pick-up)	\$16.58	\$17.03	2.7%
	Return Trip fee	\$14.21	\$14.34	0.9%
	Overweight/overfilled cart	Billed as an extra		
	Cart replacement fee	At cost		
	Cart Delivery, Initial	\$0.00	\$0.00	
	Cart Delivery, Subsequent	\$17.79	\$17.95	0.9%

Container (Commercial) Special Services (VMC 6.12.210)

Special Pickup - yard rate X yards + return trip charge				
One Time Delivery/Pickup/Disposal				
	of 3-yard "Rent-A-Bin"	\$219.57	\$225.48	2.7%
	Additional "Rent-A-Bin"	\$136.06	\$139.72	2.7%
	Return Trip fee	\$20.83	\$21.02	0.9%
	Lock Charge (automatic system)	\$0.00	\$0.00	
	Lock Charge (manual system)	\$3.34	\$3.37	0.9%
Subsequent Deliveries/Moves				
	Replacements (per trip)	\$37.92	\$38.27	0.9%
Accessibility Charge		\$4.73	\$4.77	0.8%
Rollout Charge (per collection)				
	Greater than 15 feet	\$4.73	\$4.77	0.8%
	Greater than 20 feet	\$7.58	\$7.65	0.9%
	Steam Cleaning (requested)	\$56.88	\$57.41	0.9%
	Overfilled/Extra Yardage (portion)	\$21.92	\$22.51	2.7%

Other Garbage Rates (Bulky Items and Hourly - VMC 6.12.212)

Stove		\$20.80	\$20.99	0.9%
Washing Machine		\$22.75	\$22.96	0.9%
Dryer		\$18.83	\$19.00	0.9%
Water Heater		\$23.13	\$23.34	0.9%
Refrigerator, Freezer		\$37.62	\$37.97	0.9%
Sofa		\$18.83	\$19.00	0.9%
Chair		\$15.04	\$15.18	0.9%
Mattress or Box Springs		\$17.03	\$17.19	0.9%
Tires				
	auto light pickup	\$8.96	\$9.04	0.9%
	with rim	\$13.87	\$14.00	0.9%
	bus/heavy truck	\$28.09	\$28.35	0.9%
	with rim	\$46.36	\$46.79	0.9%
Other Bulky Items		\$19.82	\$20.00	0.9%
Hourly Equipment Rental				
	Sideload/Front Load truck	\$126.05	\$127.21	0.9%
	Rolloff truck	\$129.81	\$131.01	0.9%
	Extra labor	\$57.48	\$58.01	0.9%
	Overtime rate	Extra labor rate X 1.5		

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Available Service Levels	Monthly Charge		
	Jan-25	Jan-26	Change
Commercial Container Service (Non Compacted - VMC 6.12.210)			
One Yard Container (includes disposal w/in weight limits)			
once per week collection	\$173.22	\$177.88	2.7%
twice per week collection	\$346.44	\$355.76	2.7%
three collections/week	\$519.66	\$533.64	2.7%
four collections/week	\$692.88	\$711.52	2.7%
five collections/week	\$866.10	\$889.40	2.7%
six collections/week	\$1,039.32	\$1,067.28	2.7%
seven collections/week	\$1,212.54	\$1,245.16	2.7%
1.5 Yard Container (includes disposal w/in weight limits)			
once per week collection	\$216.53	\$222.35	2.7%
twice per week collection	\$433.05	\$444.70	2.7%
three collections/week	\$649.58	\$667.05	2.7%
four collections/week	\$866.10	\$889.40	2.7%
five collections/week	\$1,082.63	\$1,111.75	2.7%
six collections/week	\$1,299.15	\$1,334.10	2.7%
seven collections/week	\$1,515.68	\$1,556.45	2.7%
Two Yard Container (includes disposal w/in weight limits)			
once per week collection	\$259.83	\$266.82	2.7%
twice per week collection	\$519.66	\$533.64	2.7%
three collections/week	\$779.49	\$800.46	2.7%
four collections/week	\$1,039.32	\$1,067.28	2.7%
five collections/week	\$1,299.15	\$1,334.10	2.7%
six collections/week	\$1,558.98	\$1,600.92	2.7%
seven collections/week	\$1,818.81	\$1,867.74	2.7%
Three Yard Container (includes disposal w/in weight limits)			
once per week collection	\$346.44	\$355.76	2.7%
twice per week collection	\$692.88	\$711.52	2.7%
three collections/week	\$1,039.32	\$1,067.28	2.7%
four collections/week	\$1,385.76	\$1,423.04	2.7%
five collections/week	\$1,732.20	\$1,778.80	2.7%
six collections/week	\$2,078.64	\$2,134.56	2.7%
seven collections/week	\$2,425.08	\$2,490.32	2.7%
Four Yard Container (includes disposal w/in weight limits)			
once per week collection	\$433.05	\$444.70	2.7%
twice per week collection	\$866.10	\$889.40	2.7%
three collections/week	\$1,299.15	\$1,334.10	2.7%
four collections/week	\$1,732.20	\$1,778.80	2.7%
five collections/week	\$2,165.25	\$2,223.50	2.7%
six collections/week	\$2,598.30	\$2,668.20	2.7%
seven collections/week	\$3,031.35	\$3,112.90	2.7%
Five Yard Container (includes disposal w/in weight limits)			
once per week collection	\$519.66	\$533.64	2.7%
twice per week collection	\$1,039.32	\$1,067.28	2.7%
three collections/week	\$1,558.98	\$1,600.92	2.7%
four collections/week	\$2,078.64	\$2,134.56	2.7%
five collections/week	\$2,598.30	\$2,668.20	2.7%
six collections/week	\$3,117.96	\$3,201.84	2.7%
seven collections/week	\$3,637.62	\$3,735.48	2.7%
Six Yard Container (includes disposal w/in weight limits)			
once per week collection	\$606.27	\$622.58	2.7%
twice per week collection	\$1,212.54	\$1,245.16	2.7%
three collections/week	\$1,818.81	\$1,867.74	2.7%
four collections/week	\$2,425.08	\$2,490.32	2.7%
five collections/week	\$3,031.35	\$3,112.90	2.7%
six collections/week	\$3,637.62	\$3,735.48	2.7%
seven collections/week	\$4,243.89	\$4,358.06	2.7%
Eight Yard Container (includes disposal w/in weight limits)			
once per week collection	\$779.49	\$800.46	2.7%
twice per week collection	\$1,558.98	\$1,600.92	2.7%
three collections/week	\$2,338.47	\$2,401.38	2.7%
four collections/week	\$3,117.96	\$3,201.84	2.7%
five collections/week	\$3,897.45	\$4,002.30	2.7%
six collections/week	\$4,676.94	\$4,802.76	2.7%
seven collections/week	\$5,456.43	\$5,603.22	2.7%

Available Service Levels	Monthly Charge		
	Jan-25	Jan-26	Change
Commercial Compactor Container Service (VMC 6.12.210)			
One Yard Container (includes disposal)			
once per week collection	\$388.80	\$399.26	2.7%
twice per week collection	\$777.60	\$798.52	2.7%
three collections/week	\$1,166.40	\$1,197.78	2.7%
four collections/week	\$1,555.20	\$1,597.04	2.7%
five collections/week	\$1,944.00	\$1,996.30	2.7%
six collections/week	\$2,332.80	\$2,395.56	2.7%
seven collections/week	\$2,721.60	\$2,794.82	2.7%
1.5 Yard Container (includes disposal)			
once per week collection	\$486.00	\$499.08	2.7%
twice per week collection	\$972.00	\$998.15	2.7%
three collections/week	\$1,458.00	\$1,497.23	2.7%
four collections/week	\$1,944.00	\$1,996.30	2.7%
five collections/week	\$2,430.00	\$2,495.38	2.7%
six collections/week	\$2,916.00	\$2,994.45	2.7%
seven collections/week	\$3,402.00	\$3,493.53	2.7%
Two Yard Container (includes disposal)			
once per week collection	\$583.20	\$598.89	2.7%
twice per week collection	\$1,166.40	\$1,197.78	2.7%
three collections/week	\$1,749.60	\$1,796.67	2.7%
four collections/week	\$2,332.80	\$2,395.56	2.7%
five collections/week	\$2,916.00	\$2,994.45	2.7%
six collections/week	\$3,499.20	\$3,593.34	2.7%
seven collections/week	\$4,082.40	\$4,192.23	2.7%
Three Yard Container (includes disposal)			
once per week collection	\$777.60	\$798.52	2.7%
twice per week collection	\$1,555.20	\$1,597.04	2.7%
three collections/week	\$2,332.80	\$2,395.56	2.7%
four collections/week	\$3,110.40	\$3,194.08	2.7%
five collections/week	\$3,888.00	\$3,992.60	2.7%
six collections/week	\$4,665.60	\$4,791.12	2.7%
seven collections/week	\$5,443.20	\$5,589.64	2.7%
Four Yard Container (includes disposal)			
once per week collection	\$972.00	\$998.15	2.7%
twice per week collection	\$1,944.00	\$1,996.30	2.7%
three collections/week	\$2,916.00	\$2,994.45	2.7%
four collections/week	\$3,888.00	\$3,992.60	2.7%
five collections/week	\$4,860.00	\$4,990.75	2.7%
six collections/week	\$5,832.00	\$5,988.90	2.7%
seven collections/week	\$6,804.00	\$6,987.05	2.7%
Five Yard Container (includes disposal)			
once per week collection	\$1,166.40	\$1,197.78	2.7%
twice per week collection	\$2,332.80	\$2,395.56	2.7%
three collections/week	\$3,499.20	\$3,593.34	2.7%
four collections/week	\$4,665.60	\$4,791.12	2.7%
five collections/week	\$5,832.00	\$5,988.90	2.7%
six collections/week	\$6,998.40	\$7,186.68	2.7%
seven collections/week	\$8,164.80	\$8,384.46	2.7%
Six Yard Container (includes disposal)			
once per week collection	\$1,360.80	\$1,397.41	2.7%
twice per week collection	\$2,721.60	\$2,794.82	2.7%
three collections/week	\$4,082.40	\$4,192.23	2.7%
four collections/week	\$5,443.20	\$5,589.64	2.7%
five collections/week	\$6,804.00	\$6,987.05	2.7%
six collections/week	\$8,164.80	\$8,384.46	2.7%
seven collections/week	\$9,525.60	\$9,781.87	2.7%
Eight Yard Container (includes disposal)			
once per week collection	\$1,749.60	\$1,796.67	2.7%
twice per week collection	\$3,499.20	\$3,593.34	2.7%
three collections/week	\$5,248.80	\$5,390.01	2.7%
four collections/week	\$6,998.40	\$7,186.68	2.7%
five collections/week	\$8,748.00	\$8,983.35	2.7%
six collections/week	\$10,497.60	\$10,780.02	2.7%
seven collections/week	\$12,247.20	\$12,576.69	2.7%

**** For Reference Only ****

Tip Fees at Columbia Resource Company Transfer Stations			
	Jan-25	Jan-26	Change
Municipal Solid Waste (\$/ ton)	\$117.04	\$118.65	1.4%
Drop Box Waste (\$/ ton)	\$104.14	\$105.57	1.4%
Plus - Transaction Fee (per load)	\$10.00	\$10.00	0.0%
Organics Tip Fee (\$/ ton)	\$100.53	\$101.93	1.4%
Yard Debris - West Van (\$/ ton)	\$81.46	\$82.60	1.4%
Yard Debris - CTR (\$/ ton)	\$81.96	\$83.10	1.4%
Recyclables Processing (\$/ ton)	\$75.06	\$68.24	-9.1%

Tip Fees subject to approval by Clark County

Disposal Fees: (pass through of tip fee, transaction fee & taxes)

Other Materials for Diversion accepted at local transfer stations:
(pass through at current tip fee or processing fee)

Yard Debris / Wood Waste / Organics / Food Waste Fees
(pass through at current disposal fee or processing rate)

Special Waste Fees:
(pass through at current disposal fee or processing rate)

Recycling Processing Surcharge fee (pass through)

10/8/2025 13:08

Available Service Levels	Monthly Charge		
	Jan-25	Jan-26	Change
Space Saver Rate - Regular Containers at Space Constrained Locations (VMC 6.12.210)			
One Yard Container (includes disposal w/in weight limits)			
once per week collection	\$173.22	\$177.88	2.7%
twice per week collection	\$285.81	\$293.50	2.7%
three collections/week	\$381.08	\$391.34	2.7%
four collections/week	\$476.36	\$489.17	2.7%
five collections/week	\$571.63	\$587.00	2.7%
six collections/week	\$666.90	\$684.84	2.7%
seven collections/week	\$857.44	\$880.51	2.7%
1.5 Yard Container (includes disposal w/in weight limits)			
once per week collection	\$216.53	\$222.35	2.7%
twice per week collection	\$381.08	\$391.34	2.7%
three collections/week	\$619.26	\$635.92	2.7%
four collections/week	\$666.90	\$684.84	2.7%
five collections/week	\$905.07	\$929.42	2.7%
six collections/week	\$1,047.98	\$1,076.17	2.7%
seven collections/week	\$1,286.16	\$1,320.76	2.7%
Two Yard Container (includes disposal w/in weight limits)			
once per week collection	\$259.83	\$266.82	2.7%
twice per week collection	\$476.36	\$489.17	2.7%
three collections/week	\$666.90	\$684.84	2.7%
four collections/week	\$857.44	\$880.51	2.7%
five collections/week	\$1,143.25	\$1,174.01	2.7%
six collections/week	\$1,333.79	\$1,369.68	2.7%
seven collections/week	\$1,524.34	\$1,565.34	2.7%
Three Yard Container (includes disposal w/in weight limits)			
once per week collection	\$346.44	\$355.76	2.7%
twice per week collection	\$666.90	\$684.84	2.7%
three collections/week	\$1,039.32	\$1,067.28	2.7%
four collections/week	\$1,333.79	\$1,369.68	2.7%
five collections/week	\$1,714.88	\$1,761.01	2.7%
six collections/week	\$2,000.69	\$2,054.51	2.7%
seven collections/week	\$2,286.50	\$2,348.02	2.7%
Four Yard Container (includes disposal w/in weight limits)			
once per week collection	\$433.05	\$444.70	2.7%
twice per week collection	\$857.44	\$880.51	2.7%
three collections/week	\$1,299.15	\$1,334.10	2.7%
four collections/week	\$1,714.88	\$1,761.01	2.7%
five collections/week	\$2,165.25	\$2,223.50	2.7%
six collections/week	\$2,572.32	\$2,641.52	2.7%
seven collections/week	\$3,031.35	\$3,112.90	2.7%
Five Yard Container (includes disposal w/in weight limits)			
once per week collection	\$519.66	\$533.64	2.7%
twice per week collection	\$1,039.32	\$1,067.28	2.7%
three collections/week	\$1,558.98	\$1,600.92	2.7%
four collections/week	\$2,078.64	\$2,134.56	2.7%
five collections/week	\$2,598.30	\$2,668.20	2.7%
six collections/week	\$3,117.96	\$3,201.84	2.7%
seven collections/week	\$3,637.62	\$3,735.48	2.7%
Six Yard Container (includes disposal w/in weight limits)			
once per week collection	\$606.27	\$622.58	2.7%
twice per week collection	\$1,212.54	\$1,245.16	2.7%
three collections/week	\$1,818.81	\$1,867.74	2.7%
four collections/week	\$2,425.08	\$2,490.32	2.7%
five collections/week	\$3,031.35	\$3,112.90	2.7%
six collections/week	\$3,637.62	\$3,735.48	2.7%
seven collections/week	\$4,243.89	\$4,358.06	2.7%
Eight Yard Container (includes disposal w/in weight limits)			
once per week collection	\$779.49	\$800.46	2.7%
twice per week collection	\$1,558.98	\$1,600.92	2.7%
three collections/week	\$2,338.47	\$2,401.38	2.7%
four collections/week	\$3,117.96	\$3,201.84	2.7%
five collections/week	\$3,897.45	\$4,002.30	2.7%
six collections/week	\$4,676.94	\$4,802.76	2.7%
seven collections/week	\$5,456.43	\$5,603.22	2.7%

*Note: For Space Saver Rates, the darker shaded cells indicate collection frequencies where space constrained customers will experience savings at indicated service levels.

Available Service Levels	Monthly Charge		
	Jan-25	Jan-26	Change
Drop Box and Compactor Services (VMC 6.12.211)			
Regular Service (pass through amount of tipping fee and transaction fee taxes)			
Initial Placement (per trip)	\$47.36	\$47.80	0.9%
Moving Fee (per trip)	\$47.36	\$47.80	0.9%
Steam Clean (per yard)	\$5.10	\$5.15	1.0%
Minimum (Plus P/R)	\$49.58	\$50.04	0.9%
Box placement/move onsite	\$47.36	\$47.80	0.9%
Daily Demurrage	\$4.43	\$4.47	0.9%
Monthly Demurrage (Max.)	\$133.36	\$134.59	0.9%
Special/Modified Box Rent			
(lid,screen,winch/day)	\$6.35	\$6.41	0.9%
monthly maximum	\$191.34	\$193.11	0.9%
Waiting Time (per minute)	\$2.25	\$2.27	0.9%
Mileage Charge (over 10/mi)	\$4.10	\$4.14	1.0%
Locking System (materials			
plus labor @: per hr)	\$47.36	\$47.80	0.9%
"Check Only" (per check)	\$13.73	\$13.86	0.9%
Return Trip Charge	\$37.92	\$38.27	0.9%
Drop Box Liner Fee	\$68.50	\$69.13	0.9%
Drop Box Trucking Fee (empty & return - roundtrip) (VMC 6.12.211)			
10-yard			
Drop Box	\$185.77	\$187.49	0.9%
Compactor	\$206.42	\$208.33	0.9%
20-yard			
Drop Box	\$185.77	\$187.49	0.9%
Compactor	\$206.42	\$208.33	0.9%
30-yard			
Drop Box	\$185.77	\$187.49	0.9%
Compactor	\$206.42	\$208.33	0.9%
40-yard			
Drop Box	\$185.77	\$187.49	0.9%
Compactor	\$206.42	\$208.33	0.9%
Drop Box ORGANICS Trucking Fee (roundtrip haul - VMC 6.12.211)			
Other VMC 6.12.211 service rates apply to Organics drop boxes/compactors.			
	Jan-25	Jan-26	Change
10-yard			
Drop Box	\$132.08	\$133.31	0.9%
Compactor	\$146.76	\$148.12	0.9%
20-yard			
Drop Box	\$132.08	\$133.31	0.9%
Compactor	\$146.76	\$148.12	0.9%
30-yard			
Drop Box	\$132.08	\$133.31	0.9%
Compactor	\$146.76	\$148.12	0.9%
40-yard			
Drop Box	\$132.08	\$133.31	0.9%
Compactor	\$146.76	\$148.12	0.9%
Organics Tip Fees: (pass through at current material processing rate)			
*2026 West Van Organics Tip Fee (\$/ton):	\$101.93		1.4%
*Note: Organics Tip Fee for 2025 pending approval by Clark Co.			
Organics Collection Service (Yard Debris + Food)			
Residential/Commercial ORGANICS Fees (VMC 6.12.213)			
Residential Subscription Options:			
Single Family Organics - subscription service, every other week collection			
	Jan-25	Jan-26	Change
C 96-gallon cart (EOW)	\$9.52 *	\$9.61 *	0.9%
*Basic Rate (Pg 1) charge C 64-gallon cart (EOW)	\$8.24	\$8.32 *	1.0%
32-gallon cart (EOW)	\$6.96	\$7.02	0.9%
20-gallon cart (EOW)	\$5.68	\$5.73	0.9%
Commercial / Multifamily Subscription Options:			
	Jan-25	Jan-26	Change
64-gallon cart service			
every other week collection	\$11.16	\$11.27 **	0.9%
weekly collection	\$22.32	\$22.53 **	0.9%

**Indicated monthly Commercial/Multi-Family Organics rates apply if carts are set at the curb for scheduled collection days - other 'Special Services' detailed in VMC 6.12.210 may be added as additional charges for each collection if the cart(s) are not placed at the curb. Depending on location specific challenges, organics collection service may not be offered at all multifamily or commercial sites.

To: Mayor and City Council
From: City Manager
Date: October 27, 2025

Subject

Approval of Claim Vouchers

Action Requested

Approve claim vouchers for October 27, 2025.

Attachments:

1. 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:

\$ 8,378,054.52 this 27th day of October 2025.

MAYOR

Cyndi A. Turner

Digitally signed by Cyndi A.
Turner
Date: 2025.10.20 11:17:47 -07'00'

AUDITING OFFICER

COUNCILMEMBER

COUNCILMEMBER

DATE	INCLUSIVE CHECK NUMBERS	CHECK TOTAL
October 13, 2025 - October 19, 2025	Accounts Payable Checks (see attached)	\$ 8,369,500.75
October 13, 2025 - October 19, 2025	Hansen City Payments (see attached)	\$ 7,529.91
October 13, 2025 - October 19, 2025	Visa Refunds (see attached)	\$ 1,023.86
October 13, 2025 - October 19, 2025	Payroll Checks (see attached)	\$ -
TOTAL		\$ 8,378,054.52

INVOICE PAYMENTS REPORT

Payment Category	Payment Type	Transaction Reference	Payment Date	Payment Amount	Payment Payee	Memo
Miscellaneous Payment	Check	27917	10/15/2025	1,300.00	American Cancer Society Relay for Life	Damage Deposit Refund R16077
Miscellaneous Payment	Check	27918	10/15/2025	100.00	Columbia River Neighborhood Association	2025 Resource Conservation Challenge
Miscellaneous Payment	Check	27919	10/15/2025	148.00	Dave Jacobus	CMI-378322 (jobsite: 6710 NE Saint Johns Rd. Suite A)
Miscellaneous Payment	Check	27920	10/15/2025	1,075.00	Jerry Bacon	Refund Columbarium Purchase
Miscellaneous Payment	Check	27921	10/15/2025	52.00	Mountain View Cheer Booster Club	Refund Business License Fees
Miscellaneous Payment	Check	27922	10/15/2025	700.00	Noe Hernandez	Damage Deposit Refund
Miscellaneous Payment	Check	27923	10/15/2025	100.00	Old Evergreen Highway Neighborhood Association	2025 Resource Conservation Challenge
Miscellaneous Payment	Check	27924	10/15/2025	6,720.60	Shofield Properties	SWR-374345 (jobsite: 114 W 6th St)
Miscellaneous Payment	Check	27925	10/15/2025	6,367.00	State of Washington State Treasurer	3rd Qtr 2025 A8 Form
Miscellaneous Payment	Check	27926	10/15/2025	250.50	Sundown Squad FBO Alzheimer's Association	Deposit refund from 2022
Miscellaneous Payment	Check	27927	10/15/2025	4,290.00	Truck Insurance Exchange, as subrogee of Hiroko Stumpf	CLAIM PAYMENT - DOI: 03/17/2025 - RISK
Ad Hoc Payment	Check	27928	10/15/2025	1,384.50	Barnes, Jennifer	2117 NE 150TH AVE .VANCOUVER,WA,98684
Ad Hoc Payment	Check	27929	10/15/2025	263.68	DJ's Electrical Inc	123 HYDRANT AVE .VANCOUVER,WA,98664
Ad Hoc Payment	Check	27930	10/15/2025	103.79	Joseph and Jane Lanusse Living Trust	10614 NE 113TH AVE .VANCOUVER,WA,98662
Ad Hoc Payment	Check	27931	10/15/2025	230.96	KF Trust	16005 NE 93RD ST .VANCOUVER,WA,98682
Ad Hoc Payment	Check	27932	10/15/2025	111.02	Kittrell, Erica	11302 NE 23RD ST .VANCOUVER,WA,98684
Ad Hoc Payment	Check	27933	10/15/2025	66.67	Lajoie, Aimee or Kameron	13009 NE 106TH CIR .VANCOUVER,WA,98682
Ad Hoc Payment	Check	27934	10/15/2025	248.10	Lorelei Garrison Trust	17912 NE 24TH ST .VANCOUVER,WA,98684
Ad Hoc Payment	Check	27935	10/15/2025	173.00	Michael Waddell or Breanne Diles	5114 NE 76TH AVE .VANCOUVER,WA,98662
Ad Hoc Payment	Check	27936	10/15/2025	209.16	National Residential Nominee Services Inc	2204 SE 184TH AVE .VANCOUVER,WA,98683
Ad Hoc Payment	Check	27937	10/15/2025	100.50	Nichols, Tawana or Clarence	8000 NE 156TH PL .VANCOUVER,WA,98682
Ad Hoc Payment	Check	27938	10/15/2025	73.73	Nylund Inc	7012 NE 149TH CT .VANCOUVER,WA,98682
Ad Hoc Payment	Check	27939	10/15/2025	65.00	Paakanen, Jeremy	10910 NE 70TH CIR .VANCOUVER,WA,98662
Ad Hoc Payment	Check	27940	10/15/2025	102.24	Paine, Matthew or Eden	10701 NE 111TH CT .VANCOUVER,WA,98662
Ad Hoc Payment	Check	27941	10/15/2025	188.09	Rodman Realty	7316 NE 47TH AVE .VANCOUVER,WA,98661
Ad Hoc Payment	Check	27942	10/15/2025	524.06	Tyger, Jennifer or Jeremy	17006 SE 6TH ST .VANCOUVER,WA,98684
Ad Hoc Payment	Check	27943	10/15/2025	95.62	Wang, Zhe	16802 SE 18TH ST .VANCOUVER,WA,98683
Ad Hoc Payment	Check	27944	10/15/2025	209.52	Waskey, John or Kathleen	1513 NE 91ST AVE .VANCOUVER,WA,98664
Ad Hoc Payment	Check	27945	10/15/2025	95.75	Zaccheo, Hillary or Ryan	15302 NE 81ST WAY .VANCOUVER,WA,98682
Supplier Payment	Check	27946	10/15/2025	396.58	Accurate Corporate Services Inc	
Supplier Payment	Check	27947	10/15/2025	72.80	Airgas, Inc	
Supplier Payment	Check	27948	10/15/2025	13,675.07	A-Line Asphalt Maintenance Inc	
Supplier Payment	Check	27949	10/15/2025	7,808.00	Allegis Group Holdings Inc - Remit-To: TekSystems Inc - Atlanta	
Supplier Payment	Check	27950	10/15/2025	406.00	ALTA Language Services, Inc.	
Supplier Payment	Check	27951	10/15/2025	1,110.00	Amex Products Inc	
Supplier Payment	Check	27952	10/15/2025	1,011.84	Annas Consultants Inc	
Supplier Payment	Check	27953	10/15/2025	5,150.00	Arborscape Ltd Inc	
Supplier Payment	Check	27954	10/15/2025	12,115.88	Betancourt Torres & Associates LLC	
Supplier Payment	Check	27955	10/15/2025	803.05	Carahsoft Technology	
Supplier Payment	Check	27956	10/15/2025	2,500.00	CFM Strategic Communications, Inc.	
Supplier Payment	Check	27957	10/15/2025	900.00	Clark County Fire District 5	
Supplier Payment	Check	27958	10/15/2025	93,724.12	Clark County - Remit-To: Clark County - Treasurer Vancouver	
Supplier Payment	Check	27959	10/15/2025	56,088.33	Clary Longview LLC	
Supplier Payment	Check	27960	10/15/2025	10,197.00	Columbia Resource Company	
Supplier Payment	Check	27961	10/15/2025	119,981.32	Contech Engineered Solutions LLC	
Supplier Payment	Check	27962	10/15/2025	23,726.29	CUES Inc - Remit-To: CUES Inc - Cincinnati	
Supplier Payment	Check	27963	10/15/2025	816.00	EMS Technology Solutions LLC	
Supplier Payment	Check	27964	10/15/2025	895.00	Erickson Structural Consulting Engineers	
Supplier Payment	Check	27965	10/15/2025	678.46	EVH, Inc.	

INVOICE PAYMENTS REPORT

Payment Category	Payment Type	Transaction Reference	Payment Date	Payment Amount	Payment Payee	Memo
Supplier Payment	Check	27966	10/15/2025	1,449.55	Fenton Transcription, LLC	
Supplier Payment	Check	27967	10/15/2025	24,558.00	General Pacific Inc	
Supplier Payment	Check	27968	10/15/2025	138,634.48	Great Western Recreation, LLC	
Supplier Payment	Check	27969	10/15/2025	11,953.74	GreenWorks, P.C.	
Supplier Payment	Check	27970	10/15/2025	319.60	Harold LeMay Enterprises	
Supplier Payment	Check	27971	10/15/2025	356.99	Insight Public Sector, Inc.	
Supplier Payment	Check	27972	10/15/2025	1,482.31	Kurita America Inc - Remit-To: US Water - Minneapolis	
Supplier Payment	Check	27973	10/15/2025	47,600.21	L.N. Curtis & Sons	
Supplier Payment	Check	27974	10/15/2025	320.17	Langley's Ace Inc	
Supplier Payment	Check	27975	10/15/2025	4,386.52	Language Line Services, Inc.	
Supplier Payment	Check	27976	10/15/2025	2,885.25	Lower Columbia Estuary Partnership	
Supplier Payment	Check	27977	10/15/2025	73,234.50	LSW Architects PC	
Supplier Payment	Check	27978	10/15/2025	179.52	Mark IV Enterprises Inc	
Supplier Payment	Check	27979	10/15/2025	1,555.00	Marlene Dewey	
Supplier Payment	Check	27980	10/15/2025	3,223.90	Municipal Emergency Services Inc - Remit-To: Municipal Emergency Services - Chicago	
Supplier Payment	Check	27981	10/15/2025	2,094.73	One Call Concepts Inc	
Supplier Payment	Check	27982	10/15/2025	11,364.75	Parametrix, Inc	
Supplier Payment	Check	27983	10/15/2025	12,027.67	Passport Labs Inc. - Remit-To: Passport Labs Inc	
Supplier Payment	Check	27984	10/15/2025	1,305.60	PDH Creative	
Supplier Payment	Check	27985	10/15/2025	6,284.22	Performance Systems Integration, LLC - Remit-To: Performance Systems Integration, LLC	
Supplier Payment	Check	27986	10/15/2025	7,153.00	Portland Adventist Medical Center	
Supplier Payment	Check	27987	10/15/2025	5,672.87	PPC Solutions Inc	
Supplier Payment	Check	27988	10/15/2025	43,388.42	Software House International SHI - Remit-To: SHI - Dallas	
Supplier Payment	Check	27989	10/15/2025	300.00	State of Washington Department of Licensing - Remit-To: Notary Public Program	
Supplier Payment	Check	27990	10/15/2025	1,744.40	State of Washington Department of Revenue - Remit-To: Washington State Department of Revenue - PO Box	
Supplier Payment	Check	27991	10/15/2025	65.75	Stericycle Inc - Remit-To: Shred-It	
Supplier Payment	Check	27992	10/15/2025	65.75	Stericycle Inc - Remit-To: Shred-It	
Supplier Payment	Check	27993	10/15/2025	65.75	Stericycle Inc - Remit-To: Shred-It	
Supplier Payment	Check	27994	10/15/2025	23,981.38	Summit Law Group	
Supplier Payment	Check	27995	10/15/2025	380.00	T-Mobile	
Supplier Payment	Check	27996	10/15/2025	511.36	Towing and Recovery Services, Inc.	
Supplier Payment	Check	27997	10/15/2025	23.21	United States Department of Agriculture - Remit-To: USDA APHIS - St Louis	
Supplier Payment	Check	27998	10/15/2025	195.00	Vancouver Granite Works Inc	
Supplier Payment	Check	27999	10/15/2025	1,166.95	Veritext LLC - Remit-To: Veritext LLC	
Supplier Payment	Check	28000	10/15/2025	104.61	Vestis Group, Inc - Remit-To: Vestis - Pasadena	
Supplier Payment	Check	28001	10/15/2025	18,000.00	Virtual Project Manager LLC	
Supplier Payment	Check	28002	10/15/2025	22,125.02	Waste Connections of Washington - Remit-To: Waste Connections - Vancouver	
Supplier Payment	Check	28003	10/15/2025	1,555.00	William E Farrell Revocable Living Trust	
Supplier Payment	Check	28004	10/15/2025	3,423,510.65	Willis Towers Watson Insurance Services West inc	
Check				4,272,630.06		
Cash Advance Payment	Direct Deposit	EFT-00320167	10/16/2025	108.19	Tanya Gray	Travel Advance
Expense Payment	Direct Deposit	EFT-00320168	10/16/2025	52.08	Branden Werry	Employee Reimbursement
Cash Advance Payment	Direct Deposit	EFT-00320169	10/16/2025	218.25	Tom O'Connor	Travel Advance
Expense Payment	Direct Deposit	EFT-00320170	10/16/2025	199.00	Charles Winkler	Employee Reimbursement
Cash Advance Payment	Direct Deposit	EFT-00320171	10/16/2025	229.99	Lisa Brandl	Travel Advance
Expense Payment	Direct Deposit	EFT-00320172	10/16/2025	140.00	Frank Dick	Employee Reimbursement
Cash Advance Payment	Direct Deposit	EFT-00320173	10/16/2025	129.00	Tammy Michelson	Travel Advance
Expense Payment	Direct Deposit	EFT-00320174	10/16/2025	100.00	Joseph Desormeau	Employee Reimbursement
Cash Advance Payment	Direct Deposit	EFT-00320175	10/16/2025	170.00	Ryan Starbuck	Travel Advance
Expense Payment	Direct Deposit	EFT-00320176	10/16/2025	310.57	Gavin Zinkel	Employee Reimbursement
Cash Advance Payment	Direct Deposit	EFT-00320177	10/16/2025	473.00	Ash Vincent	Travel Advance
Cash Advance Payment	Direct Deposit	EFT-00320178	10/16/2025	368.50	Echo Shaw Boyle	Travel Advance
Cash Advance Payment	Direct Deposit	EFT-00320179	10/16/2025	553.00	Joshua Miller	Travel Advance
Expense Payment	Direct Deposit	EFT-00320180	10/16/2025	217.97	Patrick Kennedy	Employee Reimbursement
Expense Payment	Direct Deposit	EFT-00320181	10/16/2025	18.00	Mark Brinski	Employee Reimbursement

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

INVOICE PAYMENTS REPORT

Payment Category	Payment Type	Transaction Reference	Payment Date	Payment Amount	Payment Payee	Memo
Expense Payment	Direct Deposit	EFT-00320182	10/16/2025	75.00	Marc Patchin	Employee Reimbursement
Expense Payment	Direct Deposit	EFT-00320183	10/16/2025	280.00	Samantha Moody	Employee Reimbursement
Expense Payment	Direct Deposit	EFT-00320184	10/16/2025	44.50	Nick Imbery	Employee Reimbursement
Expense Payment	Direct Deposit	EFT-00320185	10/16/2025	48.93	Brian Viles	Employee Reimbursement
Expense Payment	Direct Deposit	EFT-00320186	10/16/2025	18.00	Zachary Allred	Employee Reimbursement
Expense Payment	Direct Deposit	EFT-00320187	10/16/2025	33.55	Tighe Vroman	Employee Reimbursement
Expense Payment	Direct Deposit	EFT-00320188	10/16/2025	15.50	Kristi Lucht	Employee Reimbursement
Expense Payment	Direct Deposit	EFT-00320189	10/16/2025	169.25	Chad Ryle	Employee Reimbursement
			Direct Deposit	3,972.28		
Supplier Payment	EFT	EFT-00320190	10/16/2025	20,948.35	Ferguson Enterprises - Remit-To: Ferguson - Dallas	
Supplier Payment	EFT	EFT-00320191	10/16/2025	333,333.33	Vancouver Downtown Association	
Supplier Payment	EFT	EFT-00320192	10/16/2025	33,771.00	PBS Engineering and Environmental Inc	
Supplier Payment	EFT	EFT-00320193	10/16/2025	3,973.04	Fehr & Peers	
Supplier Payment	EFT	EFT-00320194	10/16/2025	2,500.00	The Amy VanCamp Experience LLC	
Supplier Payment	EFT	EFT-00320195	10/16/2025	8,100.00	Jay Dallum	
Supplier Payment	EFT	EFT-00320196	10/16/2025	3,942.77	Bound Tree Medical LLC	
Supplier Payment	EFT	EFT-00320197	10/16/2025	2,000.00	MaryLou Iverson	
Supplier Payment	EFT	EFT-00320198	10/16/2025	663.08	Loma Media Partners	
Supplier Payment	EFT	EFT-00320199	10/16/2025	2,718.91	RELX Inc. - Remit-To: LexisNexis - Chicago	
Supplier Payment	EFT	EFT-00320200	10/16/2025	7,060.07	C & J Contracting	
Supplier Payment	EFT	EFT-00320201	10/16/2025	179,296.59	Clark and Sons Excavating Inc	
Supplier Payment	EFT	EFT-00320202	10/16/2025	10,227.20	Limeade, Inc	
Supplier Payment	EFT	EFT-00320203	10/16/2025	393.74	Harry's Key Service Inc	
Supplier Payment	EFT	EFT-00320204	10/16/2025	2,436.27	HDR Engineering, Inc	
Supplier Payment	EFT	EFT-00320205	10/16/2025	1,566.18	Praxair Distribution Inc	
Supplier Payment	EFT	EFT-00320206	10/16/2025	70,007.78	Share	
Supplier Payment	EFT	EFT-00320207	10/16/2025	7,150.42	Contract Land Staff LLC	
Supplier Payment	EFT	EFT-00320208	10/16/2025	1,971.60	State of Washington Consolidated Technology Services	
Supplier Payment	EFT	EFT-00320209	10/16/2025	9,849.45	Northwest Staffing Resources Inc - Remit-To: Northwest Staffing Resources	
Supplier Payment	EFT	EFT-00320210	10/16/2025	500.00	Fort Vancouver High School Boosters	
Supplier Payment	EFT	EFT-00320211	10/16/2025	244,813.03	TCF Architecture, PLLC	
Supplier Payment	EFT	EFT-00320212	10/16/2025	4,000.00	Aguilar Construction, LLC	
Supplier Payment	EFT	EFT-00320213	10/16/2025	1,904.00	George Elevator Service LLC	
Supplier Payment	EFT	EFT-00320214	10/16/2025	10,922.76	Waxie's Enterprises Inc	
Supplier Payment	EFT	EFT-00320215	10/16/2025	75.00	Amy Lynn Roark	
Supplier Payment	EFT	EFT-00320216	10/16/2025	6,010.00	Elite Truck School, Inc	
Supplier Payment	EFT	EFT-00320217	10/16/2025	79,148.88	Consort North America Inc - Remit-To: Consort North America Inc	
Supplier Payment	EFT	EFT-00320218	10/16/2025	1,500.37	Loomis Armored US LLC	
Supplier Payment	EFT	EFT-00320219	10/16/2025	588.00	MedTox Laboratories, Inc.	
Supplier Payment	EFT	EFT-00320220	10/16/2025	1,009.23	Emerald Services Inc - Remit-To: Emerald - Dallas TX	
Supplier Payment	EFT	EFT-00320221	10/16/2025	51,019.28	Council for the Homeless	
Supplier Payment	EFT	EFT-00320222	10/16/2025	280.00	United Site Services of Nevada, Inc.	
Supplier Payment	EFT	EFT-00320223	10/16/2025	35,442.00	Liberty Mutual Group Inc.	
Supplier Payment	EFT	EFT-00320224	10/16/2025	40,000.00	Vancouver Symphony Orchestra	
Supplier Payment	EFT	EFT-00320225	10/16/2025	1,800.00	Rock Creek Communications, LLC	
Supplier Payment	EFT	EFT-00320226	10/16/2025	5,000.00	J & J Roofing and Construction	
Supplier Payment	EFT	EFT-00320227	10/16/2025	2,965.00	Atlas Technical Consultants LLC	
Supplier Payment	EFT	EFT-00320228	10/16/2025	60,638.24	Wilson Oil Inc. - Remit-To: Wilson Oil Inc	
Supplier Payment	EFT	EFT-00320229	10/16/2025	845.00	Rapid Response Bio Clean Inc.	
Supplier Payment	EFT	EFT-00320230	10/16/2025	222.75	Terracon Consultants Inc - Remit-To: Terracon Consultants Inc	
Supplier Payment	EFT	EFT-00320231	10/16/2025	75.00	Eurofins Eaton Analytical, LLC	
Supplier Payment	EFT	EFT-00320232	10/16/2025	300.00	Andrew Prochniak	
Supplier Payment	EFT	EFT-00320233	10/16/2025	38.06	Ziply Fiber	
Supplier Payment	EFT	EFT-00320234	10/16/2025	2,635.00	Coffman Engineers Inc	
Supplier Payment	EFT	EFT-00320235	10/16/2025	15,180.79	Better Air Northwest, LLC	
Supplier Payment	EFT	EFT-00320236	10/16/2025	1,447.04	Fire Systems West	
Supplier Payment	EFT	EFT-00320237	10/16/2025	506.25	Avolve Software Corp	
Supplier Payment	EFT	EFT-00320238	10/16/2025	636.14	Craig and Julie Pfeifer	
Supplier Payment	EFT	EFT-00320239	10/16/2025	2,292.97	Distinctive Landscape LLC	
Supplier Payment	EFT	EFT-00320240	10/16/2025	21,187.50	Guardian Alliance Technologies, Inc.	
Supplier Payment	EFT	EFT-00320241	10/16/2025	3,928.15	Canopy Wellbeing	
			EFT	1,298,820.22		
Supplier Payment	Manual Wire		10/1/2025	38,471.18	JP Morgan Chase Bank, N.A.	

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

INVOICE PAYMENTS REPORT

<u>Payment Category</u>	<u>Payment Type</u>	<u>Transaction Reference</u>	<u>Payment Date</u>	<u>Payment Amount</u>	<u>Payment Payee</u>	<u>Memo</u>
Supplier Payment	Manual Wire		10/14/2025	1,367,390.57	Internal Revenue Service	
Supplier Payment	Manual Wire		10/14/2025	189.00	Colorado Department of Revenue	
Supplier Payment	Manual Wire		10/14/2025	6,997.70	Washington Dental Service	
Supplier Payment	Manual Wire		10/15/2025	16,132.01	Bank Of America N.A. - Remit-To: Charlotte NC	
Supplier Payment	Manual Wire		10/15/2025	816,816.59	State of Washington Department of Retirement Systems (DRS)	
Supplier Payment	Manual Wire		10/15/2025	48,698.77	State of Oregon Department of Revenue	
Supplier Payment	Manual Wire		10/16/2025	3,690.00	KFPro, Inc	
Supplier Payment	Manual Wire		10/16/2025	4,052.90	State of Washington Department of Retirement Systems (DRS)	
Supplier Payment	Manual Wire		10/17/2025	330,000.00	Liberty Mutual Group Inc.	
Supplier Payment	Manual Wire		10/17/2025	14,895.70	Washington Dental Service	
Supplier Payment	Manual Wire		10/17/2025	146,743.77	Blue Cross Blue Shield of Oregon	
			Manual Wire	2,794,078.19		
			Checks	4,272,630.06		
			Direct Deposit	3,972.28		
			EFT	1,298,820.22		
			10/20/2025	7,529.91	City Payments	Posted 10-13-25 to 10-19-25
			Hansen Total	7,529.91		
			10/20/2025	594.86	Miscellaneous	Parks Class Refunds FCC 10-13-25 to 10-19-25
			10/20/2025	429.00	Miscellaneous	Parks Class Refunds MCC 10-13-25 to 10-19-25
			VISA Total	1,023.86		
			Payroll Total	0.00		
			GRAND TOTAL	8,378,054.52		

City of Vancouver
Payroll Council Report
October 13, 2025 - October 19, 2025

Check No.	Date	Explanation	Amount
	10/10/25	NACHA Return	\$ (217.75)
320156	10/13/25	Replacement for NACHA Return	\$ 217.75

\$ -



Workforce as Economic Infrastructure:

Supporting Vancouver's Five-Year Economic Development Strategy



ABOUT WORKFORCE SOUTHWEST WASHINGTON

- WSW is the WIOA-designated workforce board for Clark, Cowlitz, and Wahkiakum counties. Since 2002, we've **invested over \$142.5 million** to connect residents to good jobs and help businesses grow.
- We lead **strategic planning and initiatives** that:
 - Help businesses **recruit, train, and retain** skilled workers.
 - Support job seekers in **preparing for careers** that offer **self-sufficient wages**.
 - Fund **training programs** that strengthen our regional workforce and reduce reliance on public assistance.



FOUNDATION FOR ECONOMIC OPPORTUNITY

Through discovery and analysis as the City of Vancouver developed their Five-Year Economic Development Strategy, we affirmed opportunities and challenges such as:

- Vancouver and Clark County are driving regional job and population growth throughout the Greater Portland Metro area
- Better access to quality jobs is residents' most important economic outcome
- Living wage standards are significantly higher than the area median income for families with kids
- A shortage of affordable, reliable childcare is negatively impacting workforce stability

Of note: From 2019 to 2024, jobs **increased by 9.6%** in Vancouver, WA from 89,400 to **97,970**. This change **outpaced the national growth rate of 4.3% by 5.3%**.



GOAL 1: ESTABLISH PATHWAYS TO ACCESSIBLE QUALITY JOBS AND REDUCE BARRIERS TO ECONOMIC OPPORTUNITY

Action A: Promote and advance career opportunities in the trades

Provides a clear opportunity for the City of Vancouver to connect with existing work of the Columbia-Willamette Workforce Collaborative (CWWC)

Under the guidance of contractors, education partners, industry associations, labor, and apprenticeship programs WSW and its CWWC partners developed the 2025-2027 Construction Workforce Plan with goals to:

1. Connect youth to jobs, training and apprenticeship opportunities
2. Advance equity and diversity in the construction industry
3. Improve retention of existing apprentices and workers
4. Connect “career changers” to jobs, training and career opportunities



GOAL 1: ESTABLISH PATHWAYS TO ACCESSIBLE QUALITY JOBS AND REDUCE BARRIERS TO ECONOMIC OPPORTUNITY

Action C: Develop an Investment Toolbox to support the recruitment and expansion of businesses offering access to quality jobs

Vancouver's Largest Occupations:

- Food preparation and serving related (av. Earnings \$40,800)
- Office and administrative support (\$53,400)
- Sales and related (\$56,600)
- Healthcare support (\$48,000)
- Transportation and material moving (\$37,800)

Vancouver's Top Earning Occupations:

- Management (\$146,200)
- Computer and mathematical (\$122,400)
- Healthcare practitioners and technical (\$127,300)
- Architecture and engineering (\$108,500)
- Legal (\$124,700)

Partnership with CREDC to recruit businesses that offer foundational job quality elements.

Port of Portland's Gresham Vista Business Park (2020) – leveraged real estate asset to create a more equitable and prosperous region. Actively recruited companies that offer quality jobs.



GOAL 1: ESTABLISH PATHWAYS TO ACCESSIBLE QUALITY JOBS AND REDUCE BARRIERS TO ECONOMIC OPPORTUNITY

Action D: Incentivize employers to invest in childcare options particularly for lower-income workers

- **Childcare gaps limit workforce** participation and economic growth
- WSW's 2020 study: **1 in 5 workers** missed work due to childcare issues
- WSW is **not a childcare provider**, but a convener and advocate for solutions
- Support partners advancing **policy, funding, and innovation** in childcare
- Encourage employer flexibility and **creative childcare models** (on-site, off-site, or sponsorship)
- Promote childcare as **workforce infrastructure**, not just a family issue



WHY WORKFORCE DEVELOPMENT MATTERS

Our Approach

- Braided funding maximizes every dollar
- Programs built around employer demand
- Data-driven design improves ROI and outcomes

Our Community Impact

- Helps residents get to work
- Reduces unemployment and public assistance reliance
- Supplies businesses with job-ready talent
- Every \$1 invested returns **\$4.25** to the community
- Prepares residents for in-demand, self-sufficient careers



LET'S BUILD VANCOUVER'S WORKFORCE INFRASTRUCTURE...TOGETHER

How You Can Be Involved:

- **Investment -**
Support local training and hiring efforts with modest funding or in-kind resources
- **Collaboration -**
Partner with us through boards, roundtables, and regional projects
- **Visibility -**
Partner to amplify workforce efforts through city outreach and joint events



CONTACT US



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Marnie Farness | Director of Programs

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WSW is an equal opportunity employer/program. Auxiliary aids and services are available upon request to individuals with disabilities. Washington Relay 711.



workforce
SOUTHWEST WASHINGTON