

**CITY OF CLARKSTON
CITY COUNCIL AGENDA
829 5th Street
MONDAY, JANUARY 22, 2018**

1. **CALL TO ORDER: 7:00 P.M.**
2. **PLEDGE OF ALLEGIANCE:**
3. **AGENDA CHANGES:**
4. **APPROVAL OF MINUTES:
January 8, 2018 Regular Meeting**
5. **COMMUNICATIONS:**
 - A. **From the Public** (Please limit comments to 3 minutes)
 - B. **From the Mayor:**
 - C. **From Staff or Employees**
6. **COMMITTEE REPORTS:**
 - A. **Finance/Admin – Audit Report on Current Bills – Jan 22**
 - B. **Public Safety – Jan 16**
 - C. **Public Works – Jan 16**
 - D. **Outside Organizations – Health District, EMS Council, Valley Vision, PTBA, SEWEDA, MPO, Regional Stormwater, Lodging Tax Advisory**
7. **UNFINISHED BUSINESS: None**
8. **NEW BUSINESS:**
 - A. **Approve Purchase of Patrol Vehicle (Public Safety)**
 - B. **WA State GEMT Participation Agreement (Public Safety)**
 - C. **Amendment to Professional Services Agreement with Systems Design West (Public Safety)**
 - D. **Authorization to Amend Agreement for Copier Services (Public Works)**
 - E. **Approval of Consultant Agreement for Comprehensive Plan Update (Public Works)**
9. **COUNCIL COMMENTS:**
10. **QUESTIONS FROM THE PRESS:**
11. **EXECUTIVE SESSION: None**
12. **ADJOURN:**

Time limits for addressing the council have been established by council direction. Presentations are limited to 15 minutes and public comments are limited to 3 minutes per person, per topic.

Individuals with disabilities may request reasonable accommodations by calling (509) 769-0131 at least three days prior to meeting.

Agenda, January 8, 2018

CLARKSTON CITY COUNCIL MINUTES
January 8, 2018

ROLL CALL: Pat Holman, Russ Evans, Joel Profitt, Skate Pierce, Belinda Campbell, Brian Kolstad, John Murray. Mayor Pro Tem Skate Pierce presiding for Mayor Monika Lawrence excused absence.
STAFF: Chief Hastings, Chief Cooper, PWD Poole, Clerk Austin, Attorney Richardson.

AGENDA CHANGES: Change second "D" under New Business to "E." Add Contract for Tourism Services to Item "F" under New Business. Add Approval of TIB Grant to Item "G" under New Business.

APPROVAL OF MINUTES: Minutes of the December 26, 2017 Regular Meeting were approved as distributed.

COMMUNICATIONS:

A. From the Public: None

B. From Mayor: Mayor Pro Tem Pierce advised that Mayor Lawrence was ill. Pierce reminded councilmembers that if they used their personal devices to conduct City business that they were subject to public records requests.

C. From Staff or Employees: None

COMMITTEE REPORTS

Finance/Admin: Councilmember Murray reported the bills were reviewed and approved for payment. Total expenditures for the January 8, 2018 period of \$277,648.82. MOTION BY KOLSTAD/HOLMAN to approve the bills as read.

Public Safety: Councilmember Pierce reported that the committee met on January 2. The Fire/EMS Department has 38 SCBA bottles that will expire by March. Hopefully we can find used bottles for sale in that time. GEMT (Ground Emergency Medical Transport) application should be completed by the end of January. There will be two new employees starting and there is one who will be leaving. The Assistance for Fire Fighters grants close in February. There are two grants we will go for. One will be for replacing the above mentioned SCBA tanks. The other will be for purchase of a new ambulance (there are very long odds on this one.) A potential increase in user fees was discussed. This will only affect self-pay with private insurance. The increase will only bring in about \$7000 extra.

The Police Department had a quiet New Years Eve. There were even fewer calls than on a regular night. A new car will be purchased. The base price went up, but the total cost is the same, due to the ability to reuse parts from retiring patrol cars. The Police Department is looking at moving to one of two public safety testing organizations for new employee recruitment. There are similar needs in the Fire Department.

Public Works: Councilmember Pierce reported that the Stormwater project pre-construction meeting will be held on January 11, 2018 at 2:00 p.m. The Energy Audit update will be on January 11, 2018 at 11:00 a.m. There was talk about beginning Commercial Doors and Window inspections. Because of the potential of injury to the public, certain windows and large automatic doors should be inspected by the city. On January 17, the City will attend the Lewis Clark Utility Coordinating Council meeting to discuss issues concerning the utility companies and cooperation. Washington Association of Building Officials Conference with be March 14th-16th. There will be necessary continuing education classes for Public Works and city inspector. The Unfit/Unsafe structure ordinance is already in our current city code, with the adoption of the International Property Maintenance code. An ordinance is being drafted to update our building code automatically when the state does. The code also revises our penalty phase to

be more in line with other penalties already in City code and making penalties more likely to be enforced by the court. The ordinance also establishes a new permitting process. The City will have a series of ordinances to enact. All of the ordinances will update current code and get the penalties and permitting processes uniform. There was a discussion on an update of allowed uses in neighborhood commercial zones. The City may also need to make exceptions to our minimum lot size requirements. Many existing properties are smaller than the minimum lot size requirements. In the instance of destruction by fire, the properties are allowed to rebuilt.

Outside Organizations: Councilmember Kolstad advised that the PTBA meeting would be on Wednesday. Councilmember Pierce advised that the EMS Council would be meeting tomorrow morning.

UNFINISHED BUSINESS:

A. Ordinance 1592 – Amending Zoning Map – ZC 2017-06 (2nd Reading)

Ordinance read by title. MOTION BY Campbell/Kolstad to approve ordinance. Motion carried.

NEW BUSINESS:

A. Committee Assignments

Committees were reassigned as follows:

<u>Finance/Admin</u>	<u>Public Works</u>	<u>Public Safety</u>
John Murray	Skate Pierce	Belinda Campbell
Brian Kolstad	Joel Profitt	Pat Holman
Russ Evans	John Murray	Russ Evans

Outside Committees

LEOFF Disability	Pat Holman
Health District	Skate Pierce
Lodging Tax Advisory, County	Belinda Campbell
Lodging Tax Advisory, City	Belinda Campbell
EMS Council	Russ Evans
Valley Vision	Monika Lawrence, Pat Holman
PTBA	Brian Kolstad
SEWEDA	Joel Profitt
RTPO	Joel Profitt
MPO	Monika Lawrence
Volunteer Firefighter Board	Monika Lawrence
Visit L-C Valley	Belinda Campbell
Stormwater	John Murray

B. Appoint Mayor Pro Tem MOTION BY KOLSTAD/MURRAY to nominate Councilmember Pierce. Councilmember Campbell Motioned to close nominations. Motion Carried.

C. Authorization to apply for FEMA AFG SCBA Grant (Public Safety) Chief Cooper advised the council of the grant for SCBA. The grant would provide \$200,000 with a local match of 5%. It is a competitive grant. The City has a good chance of receiving this grant. MOTION BY KOLSTAD/PROFITT to authorize application. Motion Carried.

D. Authorization to apply for FEMA AFG Vehicle Acquisition Grant (Public Safety) Chief Cooper advised this grant is very competitive with only 12 being approved in our area. MOTION BY KOLSTAD/CAMPBELL to authorize application. Motion Carried.

E. Contract for Professional Services MOTION BY MURRAY/KOLSTAD to approve contract. Motion Carried.

F. Contracts for Tourism Services MOTION BY CAMPBELL/KOLSTAD to approve contract. Motion Carried. Councilmember Profitt asked if anyone else submitted a request for tourism money. Councilmember Campbell advised that no one else had. Motion Carried.

G. **TIB Re-Light Washington Grant** PWD Poole advised the grant was approved for 6th Street conversion to LED by Avista. MOTION BY KOLSTAD/CAMPBELL to accept grant. Councilmember Profitt commented that this was great for the City. Councilmember Campbell advised that it was very exciting to hear that this grant was received. Motion Carried.

COUNCIL COMMENTS: Councilmember Kolstad thanked Mayor Pro Tem Pierce for running the meeting.

PRESS QUESTIONS: none

EXECUTIVE SESSION: None.

ADJOURNMENT:
Meeting adjourned at 7:23p.m.

Steve Austin, City Clerk

Monika Lawrence, Mayor

Total Fund Expenditures, 01/08/18	Ck # 65451-65550	\$277,648.82

DRAFT

PUBLIC SAFETY MEETING
01/16/18

Chief Hastings discussed the purchase of a new patrol car – His budget request will be for \$38,000. The Chief requests bids through the state and this one would be awarded to a dealership in Bellevue, WA. This will be on the agenda for a vote.

The Clarkston Police Department and the Clarkston Fire Department each received a \$500 donation from Pathologists Regional Laboratories.

The police department currently has a drug take back box located in the department. Currently, they have to pay to dispose of these drugs through a program in Spokane. This is costly. The department would like to look at purchasing a "cactus sink". This sink destroys the drugs for proper disposal. The cost for this sink would be around \$500 and we would look at splitting that cost with the County.

Chief Cooper gave us an update on the GEMT program. It will take a while for it to be implemented, probably the first of July but they are accepting applications until January 31st. After acceptance, there is 2 months for cost reporting to be submitted. 256 managed care transports for 2017, will be eligible for reimbursement through this program. Currently, we contract with Systems Design at 5% to handle our billing for transports. The Chief, if our application is accepted for the GEMT program, would like to sub contract through Systems Design with PC&G to develop cost reporting and auditing at an additional 15%. I will let the Chief explain the remaining costs involved including repayment to fire chiefs of a minimum of \$2 and up to \$10 per transport to the state agency.

We do need to add this to the agenda for the Chief to submit the application for this program.

We had a firefighter resign on January 15th to take a position with another fire department in another town. That firefighter emailed the Chief on the 16th that he felt he had made a mistake and would like his job back. The committee informed the Chief that the firefighter would have to follow the same steps anyone else would have to take for hiring. It wouldn't be fair to other firefighters to simply hand him back his job.

Joel Hastings

From: NOREPLY@des.wa.gov
Sent: Tuesday, January 2, 2018 1:03 PM
To: jhastings@clarkstonpolice.org
Cc: Philip.Saunders@des.wa.gov
Subject: Vehicle Quote - 2018-1-29 - CLARKSTON, CITY OF - 20202

Vehicle Quote Number: 2018-1-29 [Create Purchase Request](#) [View organization purchase requests](#)

This is a **quote** only. You must create a purchase request to order this vehicle(s)

Contract & Dealer Information

Contract #: 05916

Dealer: Columbia Ford (W403)
700 7th Avenue
Longview WA 98632

Dealer Contact: Marie Tellinghiusen
Dealer Phone: (360) 423-4321 Ext: 187
Dealer Email: orders@colford.com

Organization Information

Organization: CLARKSTON, CITY OF - 20202
Email: jhastings@clarkstonpolice.org

Quote Notes:
Vehicle Location: BELLEVUE NON-RTA

Color Options

Norsea Blue Metallic (KR) - 1

Tax Exempt: N

Vehicle Options

Order Code	Option Description	Qty	Unit Price	Ext. Price
2018-0506-001	2018 Ford Police Interceptor AWD Pursuit-Rated Utility/SUV (K8A/500A)	1	\$28,156.00	\$28,156.00
2018-0506-010	Front Headlamp Housing Only (includes pre-drilled hole for side marker police use and pre-molded side warning LED holes with standard sealed capability)(does not include LED installed lights) (Headlamps will not wig-wag) (Not available with Ready for the Road Package #67H)(86P)	1	\$124.00	\$124.00
2018-0506-014	Police Wire Harness Connector Kit - Front (For connectivity to Ford PI Package Solutions)[Includes two (2) male 4-pin connectors for siren, five (5) female 4-pin connectors for lighting/siren/speaker, one (1) 4-pin IP connector for speakers, one (1) 4-pin IP connector for siren controller connectivity, one (1) 8-pin sealed connector, one (1) 14-pin IP connector](47C)	1	\$105.00	\$105.00
2018-0506-018	Side Marker LED, Sideview Mirrors (Driver side - Red / Passenger side - Blue) (Located on backside of exterior mirror housing) (LED lights only. Wiring and controller "not" included.) (Must also order Pre-wiring for grille lamp, siren and speaker #60A) (63B)	1	\$290.00	\$290.00
2018-0506-024	Pre-Wiring for grille LED lights, siren and speaker (60A)	1	\$52.00	\$52.00
2018-0506-026	Noise Suppression Bonds (Ground Straps)(60R)	1	\$100.00	\$100.00
2018-0506-027	Power Windows, Driver Control (deletes rear window power controls) (18W)	1	\$25.00	\$25.00
2018-0506-030	Dark Car Feature (courtesy lamp disable when any door is opened) (Not available with Daytime Running Lights #942) (Included with Police Silent Mode #43L) (43D)	1	\$20.00	\$20.00
2018-0506-032	Police Engine Idle Feature (when activated, allows the key to be removed from ignition while vehicle remains idling, which allows driver to leave the engine running and prevents vehicle from unauthorized	1	\$260.00	\$260.00

use when driver is outside of the vehicle) (47A)			
2018-0506-035 Heated Sideview Mirrors (included with BLIS #55B)(549)	1	\$61.00	\$61.00
2018-0506-038 Doors/Locks: Rear Door Handles Inoperable / Locks Inoperable (68G)	1	\$35.00	\$35.00
2018-0506-047 Global Lock/Unlock Feature (Door panel switches will lock/unlock all doors and rear liftgate. Eliminates overhead console liftgate unlock switch and 45-second timer. Also eliminates the blue liftgate release button if ordered with Remote Keyless Entry System #55F) (18D)	1	\$0.00	\$0.00
2018-0506-049 Fleet Keyed Alike (Call dealer for available key codes) (NEW - allowed to also order Remote Keyless Entry #55F) (KEY)	1	\$51.00	\$51.00
2018-0506-050 Rear Console Plate (wiring conduit from front console plate to rear seat) (Included with Ready for the Road Package) (N/A with Interior Upgrade Package #65U or Front Console Plate Delete #85D) (85R)	1	\$35.00	\$35.00
2018-0506-051 Spot Lamp- driver only (incandescent bulb) (51Y)	1	\$214.00	\$214.00
2018-0506-212 Push Bumper, Lighted Pursuit, Front/Side Red/Blue LEDs, (Setina PB450L4) (DLR)	1	\$845.00	\$845.00

Quote Totals

Total Vehicles:		1
Sub Total:		\$30,373.00
8.4 % Sales Tax:		\$2,551.33
Quote Total:		\$32,924.33

CITY OF CLARKSTON

InterOffice Memorandum

DEPARTMENT: FIRE

DATE: January 16, 2018

TO: Public Safety Committee

FROM: Steve Cooper, Fire Chief 

SUBJECT: Ground Emergency Medical Transportation (GEMT)

We have been talking about the Ground Emergency Medical Transportation (GEMT) program for the past 18 months. Washington Legislature passed the bill authorizing it in the 2015-2016 legislative session. Rules had to be written for the program then those rules needed to be approved by CMS. The program is being rolled out now.

Clarkston Fire Department is eligible for this voluntary program. We are a Medicaid provider with an active core provider agreement, we are publicly owned and we provide ground emergency transportation to Washington Apple Health Medicaid patients.

GEMT (Ground Emergency Medical Transport) program will provide supplemental payments to cover the funding gap between a provider's actual costs per GEMT transport and the allowable amount received from Washington Apple Health (Medicaid) and any other sources of reimbursement.

A feasibility study was completed by Public Consulting Group (PCG) – a copy of that report is attached.

Important time periods are:

- Submit a Participation Agreement to the Health Care Authority (HCA) by January 31, 2018
- Submit cost reports to HCA by March 31, 2018

A copy of the participation agreement is attached for review and discussion. This agreement will need to be completed and submitted to HCA to enroll in the program.

A copy of an amendment that Systems Design West (the billing company we use for patient care billing) is offering their clients if they wish to utilize the consultant group, Public Consulting Group (PCG), to assist with the GEMT Annual Provider Participation Agreement and submission of cost reports for the GEMT program is attached for review and discussion. You will note that their cost is 15% of the supplemental payment.

There are two additional costs associated with this program.

The State agency, Health Care Authority, will apply a fee based upon the number of ambulance transports qualifying for this program to pay for their program cost to administer the program – estimates that I have heard range from \$2.00 a transport to \$10.00. This cost will not be known until the statewide total number of transports qualifying for this program is known and HCA divides their costs based upon that number.

The second fee is also expected to be small; this fee will reimburse the costs for rule writing and lobbying directly related to this program. A Washington Fire Chief's Association representative tells me that these costs will also be based upon the number of transports qualifying for the program – at this time there is only a vague estimate of about \$2.00 a transport, a cost that is expected to be repaid within three years.

Copy: Mayor Lawrence
Steve Austin

Washington Apple Health (Medicaid)
Ground Emergency Medical Transportation (GEMT) Program

Annual Provider Participation Agreement

Name of provider: _____ Provider NPI number: _____

Service period begin date: _____ Service period end date: _____

Statement of Intent

The purpose of this agreement is to allow participation in the Ground Emergency Medical Transportation Supplemental Reimbursement Program (GEMT Program) by the governmentally owned or operated provider, named above, subject to the provider's compliance with the requirements and responsibilities set forth in this agreement.

GEMT Provider Responsibilities

By entering into this agreement, the provider agrees to the following:

- A. Provider agrees to comply with each the following, as periodically amended:
 - Title XIX of the Social Security Act
 - Titles 42 and 45 of the Code of Federal Regulations (CFR)
 - Washington State Medicaid State Plan
 - State issued policy directives, including the Revised Code of Washington, the Washington Administrative Code, Washington Apple Health Billing Guides
 - Terms of the provider's Medicaid Core Provider Agreement
 - Federal Office of Management and Budget (OMB) Circular A-87

- B. Provider agrees to ensure all applicable state and federal requirements, as identified in paragraph A, above, are met in rendering services under this agreement. The provider understands and agrees that their failure to meet all applicable state and federal requirements in rendering services subject to supplemental reimbursement under this agreement shall be sufficient cause for the state to deny or recoup payments to the provider as well as terminate this agreement.

- C. Provider agrees to comply with the following expense allowability and fiscal documentation requirements:
 - 1) Submit annually the participation agreement and cost report form.
 - 2) Maintain for review and audit and supply to the state, upon request, auditable documentation of all amounts claimed, and any other records required by the federal Centers for Medicare and Medicaid Services (CMS), pursuant to this agreement to permit a determination of expense allowability (RCW 41.05.730).
 - 3) If the allowability or appropriateness of an expense cannot be determined by the state because fiscal records or other documentation is not present or is inadequate, according to generally accepted accounting principles or practices, all questionable costs may be disallowed and payment may be based solely on the current Medicaid fee schedule. Upon receipt of adequate documentation supporting a disallowed or questionable expense, supplemental payment reimbursement may resume.

- D. By November 30 of each year: Provider agrees to submit, electronically via email, the Excel version of the cost report accompanied by a signed PDF copy of the annual GEMT participation agreement and cost report for the prior fiscal year ending June 30, to: **HCAGEMTAdmin@hca.wa.gov**.
- E. Provider agrees to accept as payment in full the reimbursement received for services subject to supplemental reimbursement pursuant to this agreement. Under no circumstances will the total amount of reimbursement received exceed one hundred percent of actual care costs. As such, if the provider does not have any uncompensated care costs, the provider will not receive a supplemental payment under this program.
- F. Provider agrees that when it is determined that they received federal funds in excess of their determined cost per transport, the state shall recover the excess in accordance with state and federal regulations within 30 calendar days. The Washington State Health Care Authority (HCA) is not responsible for the compliance costs of the GEMT providers.
- G. Provider agrees to reimburse HCA an administrative fee for all costs associated with the implementation and administration of the GEMT Program. The fee is based on the number of transports provided during the service period (July 1 through June 30) and cannot be included as a reported expense on the provider's annual cost report.

The undersigned hereby warrants that:

- They have the requisite authority to enter into this agreement on behalf of _____ (provider) and thereby bind the above named provider to the terms and conditions of the same, and
- The information provided in support of this agreement is true and correct and that the undersigned understands that HCA is relying on the truthfulness and accuracy of the information presented.

 Provider Authorized Representative's Signature

 Print Name

 Title

 Street Address

 City, State and Zip

 Date

**AMENDMENT TO THE PROFESSIONAL SERVICES AGREEMENT BETWEEN
SYSTEMS DESIGN WEST AND CITY OF CLARKSTON**

This Amendment (the "Amendment") to that certain EMS Billing and Related Professional Services entered by City of Clarkston ("Client") and Systems Design, as of January 1st, 2014, (the "Agreement"), is made effective as of _____.

WHEREAS, the parties agree to amend the Agreement pursuant to Article II to include revenue enhancement services for Ground Emergency Medical Transport (GEMT) program;

NOW, THEREFORE, in consideration of the foregoing, the premises and mutual covenants contained herein, and for other good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, the parties hereby agree as follows:

1. The parties agree that Systems Design will provide revenue enhancement services for Ground Emergency Medical Transport (GEMT) program as described in Attachment A "Contracted Services" and Attachment B "Fees."
2. Conflict in Terms. Except as amended and/or modified by this Amendment, the Agreement is hereby ratified and confirmed and all other terms of the Agreement shall remain in full force and effect, unaltered and unchanged by this Amendment. Whether or not specifically amended by this Amendment, all of the terms and provisions of the Agreement are hereby amended to the extent necessary to give effect to the purpose and intent of this Amendment.
3. Authorship. The Parties agree that the terms of this Amendment result from negotiations between them. This Amendment will not be construed in favor of or against either Party by reason of authorship.
4. Severability. If any provision in this Amendment is found by a court of competent jurisdiction to be invalid or unenforceable, the remaining provisions in this Amendment shall continue in full force and effect.
5. Waiver. The failure of a party to enforce a provision of this Amendment shall not constitute a waiver with respect to that provision or any other provision of this Amendment.
6. Counterparts. This Amendment may be executed in one or more counterparts, each of which shall be deemed an original and all of which counterparts together shall constitute the same instrument which may be sufficiently evidenced by one counterpart.
7. Authority. Each Party to this Amendment, and each individual signing on behalf of each Party, hereby represents and warrants to the other that it has full power and authority to enter into this Amendment and that its execution, delivery, and performance of this

Amendment has been fully authorized and approved, and that no further approvals or consents are required to bind such Party.

8. Entire Agreement; Non-Reliance. The Agreement, as amended by this Amendment, constitutes the entire understanding and agreement of the Parties with respect to the subject matter hereof, and supersedes any and all prior agreements, understandings or representations with respect thereto. Neither Party is relying upon any agreement or representation by the other Party except as set forth in the Agreement, as amended by this Amendment.

9. Applicable Law, Jurisdiction, and Venue. This Amendment is to be construed, interpreted, and enforced under and in accordance with the same governing law as set forth in the Agreement, without regard to choice of law provisions. The parties consent to personal jurisdiction in that state or district's courts and that venue is appropriate.

IN WITNESS WHEREOF, Client and Systems Design have executed this Amendment as of the date stated above.

Systems Design

City of Clarkston

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

ATTACHMENT A
CONTRACTED SERVICES

Pursuant to the terms and conditions of this Agreement, Systems Design shall provide the following contracted services:

- Drafting application materials and responding to requests for additional information necessary for the provider to gain approval to participate in the Ground Emergency Medical Transport (GEMT) program
- Preparing a fiscal impact study and presenting results to city/department stakeholders to demonstrate benefits of the GEMT program to the provider
- Identifying eligible costs and developing appropriate cost allocation methodologies to report only allowable costs for providing emergency medical services to Medicaid and, as applicable, uninsured populations
- Developing customized web portal to assist with cost report calculation and auditing process
- Conducting analysis of the provider's financial and billing data in order to prepare and submit annual cost reports, the mechanism for providers to receive additional revenue under the GEMT program
- Providing comprehensive desk review support, including but not limited to conducting reviews of all cost settlement files, performing detailed analysis of billing reports generated by Medicaid agencies to ensure that all allowable charges and payments are encompassed in the calculation of the final settlement, and drafting letters and providing supporting documentation to meet Medicaid requirements and expedite settlement
- Conducting comparative analysis to identify significant trends in billing and financial data
- Provide ongoing audit support in the event of a state and/or federal audit of GEMT program cost report

Attachment B
FEES

The fees to be paid associated with the successful generation of incremental Medicaid revenues as a result of the Ground Emergency Medical Transport (GEMT) program are calculated based on total number of Annual Medicaid Trips and detailed in the table below. Fees are based on paid revenues per annual cost report submission and corresponding true-up, and includes enhanced incremental revenues received from the GEMT program (Medicaid Fee-for-Service and Medicaid Managed Care).

Annual Medicaid Trips	Fixed Fee Cost per Submission	Contingency Fee Option
1-60	\$7,500	N/A
61-180	\$20,000	15%
181+	\$30,000	15%

As notated in the above model, providers with more than 60 annual Medicaid Trips have the option of electing to pay the Fixed Fee Cost per Submission, or the 15% Contingency, per annual cost report submission and corresponding true-up, inclusive of enhanced incremental revenues received from GEMT program.

The fees based on revenues received from the GEMT program shall be paid in full directly to SYSTEMS DESIGN within thirty (30) days of receipt of funds by Client. **Invoicing will occur only after HCA "true-up" is completed in full.** Client will remit payment to Systems Design within thirty (30) days of invoice receipt.

January 18. 2018

Public Works Dept.
Copier/Plotter Lease Agreement

Canon TX-4000 Wide Format Plotter/Scanner
Ricoh Copier

Lease at \$230/ month – modification of existing lease with Wells Fargo.

CONSULTANT AGREEMENT

THIS AGREEMENT for consultant work associated with land use planning tasks relating to the review and updating of the Clarkston Comprehensive Plan is between **The City of Clarkston** and **Don Brigham Plus Associates**, whose address is 414 Teresa Court, Clarkston, Washington, hereinafter known as "Consultant."

WITNESSETH

The parties agree as follows:

I.

Contract Document

The Contract Document are (1) this Agreement; (2) attached Exhibit A, Scope of Work. In the event of conflict, the documents control in the order listed above.

II.

Performance

The Consultant shall provide professional services for the City of Clarkston. The Consultant agrees to provide professional services in accordance with generally accepted standards of the profession. The Consultant agrees to put forth reasonable efforts to comply with codes, laws and regulations in effect as of this Agreement. Work shall be in accordance with "Exhibit A" entitled Scope of Work attached hereto and made a part of this Agreement by reference, as if set forth in its entirety.

III.

Client's Responsibilities

The City of Clarkston agrees to provide the Consultant with all information, base maps, surveys, reports and professional recommendations requested by the Consultant to provide its professional services. The Consultant may reasonably rely on the accuracy and completeness of these items. The City of Clarkston will obtain and pay for all necessary permits from authorities having jurisdiction over the project.

IV.

Modification

The City of Clarkston may modify this Agreement and order changes in the work whenever necessarily advisable. The Consultant will accept modifications when ordered in writing by the City of Clarkston Administrator and the time for performance and compensation will be adjusted accordingly. The Consultant shall make such revisions of work included in this Agreement as are necessary to correct errors and omissions appearing therein when required to do so by the City of Clarkston without additional compensation.

V.

Compensation

The City of Clarkston will pay the Consultant in accordance with the attached Exhibit A for everything furnished and done under the Scope of Work defined in this Agreement. The costs include costs for all specified work and applicable taxes.

VI.

Payment

The Consultant will send its application for payment to the City of Clarkston, 829 Fifth Street, Clarkston, WA. Payment will be made within thirty (30) days after approval of the Consultant's application.

VII.

Monthly Progress Report

The Consultant will be directly responsible to the Public Works Director of the City of Clarkston and shall report at least bi-monthly to him. The report may be oral and shall include at a minimum a telephonic conference and may require personal meetings, if so directed.

VIII.

Termination

Either party may terminate this Agreement by thirty (30) days written notice to the other party. In the event of such termination, the City of Clarkston shall pay the Consultant for all work previously authorized and performed prior to the date of termination. The City of Clarkston is not obligated to pay any fees or expenses which specifically involve negligent acts or omissions on the part of the Consultant.

IX.

Independent Consultant

In the performance of this Agreement, the Consultant is an independent Consultant and the Consultant, its officers, employees, agents or sub contractors shall not be considered an employee or agent of the City of Clarkston.

X.

Compliance with Laws

Consultant shall comply with all applicable federal, state and local laws, regulations and executive orders which are incorporated herein by reference.

XI.

Ownership of Documents

All instruments of professional service prepared by the Consultant under this Agreement, including, but not limited to, text and maps, are the property of the Consultant until the completion of this project, and these documents shall not be reused on other projects without the Consultant's written permission. The City of Clarkston or others cannot use the Consultant's documents to complete this Project with others unless the Consultant is found to have materially

breached this Agreement. The Consultant reserves the right to include representations of the Project in its promotional and professional materials.

XII.

Assignment

This Agreement shall be performed under the Laws of the State of Washington. Any litigation to enforce this Agreement or any of its provisions shall be brought in Asotin County, Washington. The prevailing party shall be allowed such reasonable amounts for attorney fees, costs, and expenses as may be set by the Court.

XIII.

Nondiscrimination

During the performance of this Agreement, neither the Consultant nor its sub-Consultant shall discriminate on the basis of race, color, sex, religion, national origin, creed, age, or presence of any sensory, mental or physical handicap in any application for employment or in the administration of delivery of services or any other benefits under the Agreement.

XIV.

Anti-Kickback

No officer or employee of the City of Clarkston having the power or duty to perform an official act or acts in relation to this Agreement shall have or acquire any interest in the Agreement or have solicited, accepted, or been granted a present or future gift, favor, service or other thing of value from or to any person involved in this Agreement.

XV.

Expert Legal Testimony

In the event of any legal or other controversy requiring the services of Consultant providing expert testimony in connection with assigned projects, except suits or claims by third parties, against the City of Clarkston arising out of errors or omissions of the Consultant for the services rendered in regard to such legal or other controversy including cost of preparation for controversy on a basis to be negotiated.

XVI.

Access, Approvals and Permits

The City of Clarkston shall arrange for access to and make all provisions for the Consultant to enter upon public and private property as required for the Consultant to perform its services. Except as may be provided in the attached Scope of Services, the City of Clarkston shall furnish appropriate approvals and permits from all governmental authorities having jurisdiction over the project and such approvals and consents from others as may be necessary for the completion of the project.

XVII.

Maintenance of Records

The Consultant shall make available to the City of Clarkston all records, books and pertinent information which the Consultant shall have kept in conjunction with this Agreement and which the City of Clarkston may be required by law to include or make part of its auditing procedures or which may be required for the purpose of funding the services contracted for herein. Consultant agrees to maintain said records for a minimum of three (3) years following completion of this project.

XVIII.

Entire Contract

This written agreement constitutes the entire understanding of the parties. There are no promises, terms, conditions, or obligations other than those written herein.

XIX.

Waivers of Consequential Damages and Subrogation

The City of Clarkston and Consultant agree that the Consultant is liable to the City of Clarkston for any damages suffered by the City as a result of negligence on the part of the Consultant.

XX.

Severability/Construal

In the event any portion of this Agreement shall become invalid, the rest of the Agreement shall remain in full force and effect. Each party has had the assistance of counsel and both parties shall be considered drafters for purposes of construal.

DATED this _____ day of _____, 2018.

THE CITY OF CLARKSTON

Monika Lawrence, Mayor

Don Brigham, Jr. (Consultant)

EXHIBIT A: SCOPE OF WORK & FEES

Review and update Comprehensive Plan including these tasks:

- Review existing plan for compliance with state laws
- Gather new statistical data relating to population, housing, and employment
- Prepare revisions to Comp Plan text and map with regard to preferred choice of the Planning Commission

Review and update Critical Areas Ordinance including these tasks:

- Review existing ordinance for compliance with state laws
- Prepare revisions to ordinance text with regard to preferred choice of the Planning Commission

- Action Steps:**
- 1) Review current regulations and Comp plan to determine deficiencies and out-dated material;
 - 2) Meet with the Planning Commission to gather input on issues and planning direction;
 - 3) Research and data-gathering on changes in regulations and land use policies;
 - 4) Develop revised draft of development regulations and pertinent sections of the Comp Plan and present to the Planning Commission;
 - 5) Present revised draft of development regulations and pertinent sections of the Comp Plan to the citizens in a public meeting;
 - 6) Revise and refine draft of development regulations and pertinent sections plan based upon these sessions;
 - 7) Present revised draft of development regulations and pertinent sections of the Comp Plan to the City Council;
 - 8) Send revised draft of development regulations and pertinent sections of the Comp Plan to CTED for review and comment.

The **deliverables** which the Consultant will provide include one digital copy of the Comp Plan and one digital copy of the map. The City of Clarkston will be responsible for printing, reproduction, mailing, public notices, and legal advertisements.

Compensation shall be paid to the Consultant in the following manner: Payment shall be made as a percentage of completion of each task as set forth in the Scope of Services. Billings and payment shall be made on a monthly basis until fulfillment of all terms of this Agreement.

Total Planning Consultant Fees.....\$7,000.00
(of which \$4,500 is derived from a State grant and the balance from the City budget)