

**CITY OF CLARKSTON
CITY COUNCIL AGENDA
829 5th Street
MONDAY, OCTOBER 14, 2019**

- 1. CALL TO ORDER: 7:00 P.M.**
- 2. PLEDGE OF ALLEGIANCE:**
- 3. AGENDA CHANGES:**
- 4. APPROVAL OF MINUTES: September 23, 2019 Regular Meeting**

- 5. COMMUNICATIONS:**
 - A. From the Public:**
 - B. From the Mayor:**
 - C. From Staff or Employees:**

- 6. COMMITTEE REPORTS:**
 - A. Finance/Admin – Audit Report on Current Bills – October 14**
 - B. Public Safety – No Meeting**
 - C. Public Works – October 8**
 - D. Outside Organizations – Health District, EMS Council, Valley Vision, PTBA, SEWEDA, MPO, Regional Stormwater, Lodging Tax Advisory**

- 7. UNFINISHED BUSINESS: None**

- 8. CONSENT AGENDA:**
 - A. Resolution 2019-18, Cardiac Monitor Purchase (Finance/Admin)**
 - B. Authorization to Sign Purchase Letter (Finance/Admin)**
 - C. Notice of Bid Award (Public Works)**
 - D. Authorization to Sign Local Agency Agreement (Public Works)**

- 9. NEW BUSINESS: None**

- 10. COUNCIL COMMENTS:**

- 11. QUESTIONS FROM THE PRESS:**

- 12. EXECUTIVE SESSION: None**

- 13. 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.

CLARKSTON CITY COUNCIL MINUTES
September 23, 2019

ROLL CALL: Skate Pierce, Pat Holman, Joel Profitt, Belinda Larsen, Russ Evans, Melyssa Andrews and John Murray.

STAFF: Chief Hastings, Chief Baskett, PWD Poole, Clerk Austin.

AGENDA CHANGES: Add Item G: Authorization for STOP Grant Application (Finance/Admin) to Consent Agenda.

APPROVAL OF MINUTES: Minutes of the September 9, 2019 Regular Meeting were approved as distributed.

COMMUNICATIONS:

A. From the Public: None

B. From Mayor: Mayor Lawrence advised that City Hall will have the carpet cleaned tomorrow, so asked if anyone would be able to stay after to help move the chairs. Clarkston High School Safe & Sober Graduation party is requesting donations. Mayor Lawrence reminded everyone of the upcoming jail meeting that will be held this Wednesday at 6:30pm at the Asotin County Fire District Station. The October 7th Public Safety meeting is cancelled since both the Fire Chief and the Police Chief will be on vacation. Mayor Lawrence, Chief Baskett, and Councilmember Larsen attended the Eastern Washington Legislative Dinner, as well as some of the other events. The Mayor had good conversations with the fifteen legislators that were in attendance. Mayor Lawrence thanked the Chamber for sponsoring the event. Plans are in place to recruit more legislators for the next tour that will occur in two years.

C. From Staff or Employees: Chief Baskett contacted two legislators who agreed to help with an EMS reciprocity bill to help with medical transports across state lines. He has met with the Valley Chiefs and they are working on draft language to be submitted to the State. Chief Baskett also informed Council that the SCBA grant has been awarded and accepted. The City will have a year to expend the funds.

COMMITTEE REPORTS:

Finance/Admin: Councilmember Murray reported that the Committee discussed the Authorization to Purchase Cardiac Heart Monitors, the STOP Grant Application (Agenda Items) and reviewed and approved the bills for payment. Total expenditures for the August EOM period of \$141.88 and September 23, 2019 period of \$187,099.09. MOTION BY ANDREWS/EVANS to approve the bills as read. Motion Carried

Public Safety: Councilmember Larsen reported on the September 16th meeting. Chief Baskett discussed resolutions to be added to the agenda including: The disposal of surplus items – see agenda. Adjustments need to be made to reserve firefighter's compensation and adding holiday language – see agenda. He also presented another resolution regarding out of area transports – see agenda. Chief Baskett also informed the committee that the department is looking at purchasing new heart monitors from two different companies, he will keep us updated with information as it is received. Chief Hastings discussed testing for lateral officer positions. Three officers qualified to be placed on the Civil Service list, so when the need arises, he will have a list to draw from. The Seaport Cross Country event happened last week. The Police Department had officers on patrol in the event area. The Chief has an updated list from the schools of all upcoming meets. This month the police department will have firearms training and qualifying for all officers. Chief Hastings reported the next town hall meeting regarding building a new jail will be held on September 25th at 6:30pm at the soon to be new fire house

in the Heights. Our next Public Safety meeting will be held on October 21st as we will be short on Chiefs!

Public Works: Councilmember Pierce reported on the September 17th meeting. The Committee discussed the Ecology Stormwater Grant Applications. PWD Poole advised we have two grant applications that will be submitted to the Department of Ecology. One is for study and design on the Libby Street Basin, the Adams Basin, the 13th Street Basin, the College Court Basin, the Riverview Basin and SR-129 Basin. The design is intended to do one block sections with a ground infiltration basin. This design will allow the City to deal with a 25-year storm event. The planning and design grant will be for \$240,000 with a 15% match of \$36,000.

The other grant is for Poplar Street for the amount of \$373,400 with a 15% match of \$56,010. The money for the matching amounts will be taken from the Stormwater Reserve Fund. There is enough there to pay for these projects.

Outside Organizations: Councilmember Evans reported that the PTBA did not meet.

UNFINISHED BUSINESS: None

CONSENT AGENDA: MOTION BY HOLMAN/LARSEN to approve consent items: Motion Carried

- A. Resolution 2019-15, Fire Department Surplus (Public Safety)
- B. Resolution 2019-16, Ambulance Transport Compensation (Public Safety)
- C. Resolution 2019-17, Reserve Fire Fighter Compensation (Public Safety)
- D. Department of Ecology Stormwater Design Grant Application (Public Works)
- E. Department of Ecology Stormwater Construction Grant Application (Public Works)
- F. Authorization to Purchase Cardiac Heart Monitors (Finance/Admin)
- G. Authorization for STOP Grant Application (Finance/Admin)

NEW BUSINESS: None

COUNCIL COMMENTS: Councilmember Andrews thanked the first responders for the nice 9-11 procession.

PRESS QUESTIONS: None

EXECUTIVE SESSION: None

ADJOURNMENT:

Meeting adjourned at 7:12pm.

Steve Austin, City Clerk

Monika Lawrence, Mayor

Total Fund Expenditures 9/23/19	Ck # 69102-96158	\$50,133.98
August EOM		\$141.88
Payroll 9/20/19	Ck # 69089-69101	\$136,965.11

Public Works Committee Notes 10/8/19

Attending: Kevin Poole, Joel Proffit, Skate Pierce

- 1) Purchase of dumpsters from Rule Steel of Caldwell, Id. So far this is the lowest known bid. There is also a bid opening on the 29th of October for the advertised bid process.
- 2) We had a request to remove the no dogs policy at Vernon Park. We are going to assign that to the soon to be formed Parks subcommittee.
- 3) We reviewed the agreement with Keller Associates for them to develop the preferred concept for the Bridge/Diagonal/2nd St intersection. The cost of this is \$91,620, and this has been budgeted for.
- 4) Update on the Ecology Stormwater grant application. We sent the application in 10/1 and have received notification that the grant is being processed. Notification of award should be received mid-November.
- 5) We've had a request for a DUI memorial sign up at 6th and Chestnut, where a Clarkston man was killed by a drunk driver. The requester pays for the sign. We should recommend a policy on the amount of time that they are kept up. Like 5 years, unless the sign is renewed.
- 6) Director Poole is going to attend a Local Road Safety Plan Workshop. October 23.
- 7) We discussed some code enforcement issues. Issues with lights being too bright right from a business adjacent to a house. We're having trouble safely enforcing code issues and making sure that our process is tracked and enforceable. We really need to hire/assign someone who has the ability to write tickets, and wear a body camera to enforce code violations.
- 8) We've got a guy who is going to come in to look at our old paper records(permits and plans) and write a proposal for the cost to digitize them.

RESOLUTION NO. 2019-18

**A RESOLUTION OF THE CITY OF CLARKSTON, WASHINGTON, AUTHORIZING
THE PURCHASE OF FOUR NEW CARDIAC MONITORS.**

WHEREAS, the City of Clarkston recognizes the importance of mutual aid in the emergency services; and

WHEREAS, the City's mutual aid partners and the local hospitals currently use ZOLL Monitors; and

WHEREAS, Local government cooperative purchasing is allowed under Washington State Law; and

WHEREAS, the City is an active member of the cooperative National Purchasing Partners Fire Rescue Group (#M5695314); and

WHEREAS, the City has a signed inter-local agreement with the NPP allowing the City to reciprocally utilize competitively solicited vendor contracts; and

WHEREAS, the ZOLL Medical Corporation has a current purchasing agreement with National Purchasing Partners Fire Rescue Group; and

WHEREAS, the City has budgeted the necessary funds to purchase the new cardiac monitors; and

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Clarkston, Washington, as follows:

- 1) The Fire Department is authorized to enter into a purchasing contract for the four Cardiac Monitors and associated products with the ZOLL Medical Corporation.
- 2) At a price per referenced quote #319184V:3 of \$138,559.06

DATED this 14th day of October, 2019.

Monika Lawrence, Mayor

ATTEST:

Steve Austin, City Clerk



City of Clarkston

City Hall: (509) 758-5541 • Police: (509) 758-1680 • Fire: (509) 758-8681 • Fax: (509) 769-6018

829 5th Street • Clarkston, WA 99403 • www.clarkston-wa.com

October 15, 2019

Keller Associates, Inc.
131 SW 5th Ave., Suite A
Meridian, ID 83642

Attn: Stillman Norton

Re: City of Clarkston
STPUS-9902 (036)
Bridge St./Diagonal St./2nd St. Intersection
Notice Of Award

Dear Sirs:

This letter is to advise you that the contract for the above referenced design project has been awarded to your firm. Please proceed drafting the project scope and fee to incorporate into the Local Agency A & E Professional Services Lump Sum Consultant Agreement.

Enclosed are the Contract Documents for your signature.

Please return these documents within 20 calendar days after the date of award.

Respectfully,

Kevin Poole P.E.
Public Works Director/Building Official



Local Agency A & E Professional Services Lump Sum Consultant Agreement

Agreement Number: 9593

Firm/Organization Legal Name (do not use dba's): Keller Associates, Inc.	
Address 131 SW 5th Avenue, Suite A, Meridian, ID 83642	Federal Aid Number STPUS-9902 (036)
UBI Number 602-784-202	Federal TIN or SSN Number 450574227
Execution Date 10/14/2019	Completion Date January 30, 2020
1099 Form Required <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	Federal Participation <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
Project Title Bridge Street / Diagonal Street / 2nd Street Intersection	
Description of Work The Bridge Street, 2nd Street, and Diagonal Street intersection is currently a 5-leg, signalized intersection in northeast Clarkston, Washington (see project boundary in image below). The unusual geometric configuration and high traffic volumes create excessive delays and queuing to motorists passing through the intersection. The City of Clarkston received funding from the Surface Transportation Program (STP) for the design and construction of a project that will improve intersection operation by either modifying the existing traffic signal or by constructing a roundabout. In order to accomplish the improvements of the intersection, Keller Associates will provide engineering services in stages. Stage 1 (included) will advance the design process through the conceptual design phase and will include the environmental review process. Stage 2 (future agreement) will include the final and PS&E design. Stage 3 (future agreement) will be construction administration.	
<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No DBE Participation <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No MBE Participation <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No WBE Participation <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No SBE Participation	Maximum Amount Payable: \$91,620.00

Index of Exhibits

- Exhibit A Scope of Work
- Exhibit B DBE Participation/SBE Plan
- Exhibit C Preparation and Delivery of Electronic Engineering and Other Data
- Exhibit D Prime Consultant Cost Computations
- Exhibit E Sub-consultant Cost Computations
- Exhibit F Title VI Assurances
- Exhibit G Certification Documents
- Exhibit H Liability Insurance Increase
- Exhibit I Alleged Consultant Design Error Procedures
- Exhibit J Consultant Claim Procedures

Agreement Number:

THIS AGREEMENT, made and entered into as shown in the "Execution Date" box on page one (1) of this AGREEMENT, between the hereinafter called the "AGENCY," and the "Firm / Organization Name" referenced on page one (1) of this AGREEMENT, hereinafter called the "CONSULTANT."

WHEREAS, the AGENCY desires to accomplish the work referenced in "Description of Work" on page one (1) of this AGREEMENT and hereafter called the "SERVICES;" and does not have sufficient staff to meet the required commitment and therefore deems it advisable and desirable to engage the assistance of a CONSULTANT to provide the necessary SERVICES; and

WHEREAS, the CONSULTANT represents that they comply with the Washington State Statutes relating to professional registration, if applicable, and has signified a willingness to furnish consulting services to the AGENCY.

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:

I. General Description of Work

The work under this AGREEMENT shall consist of the above-described SERVICES as herein defined, and necessary to accomplish the completed work for this project. The CONSULTANT shall furnish all services, labor, and related equipment and, if applicable, sub-consultants and subcontractors necessary to conduct and complete the SERVICES as designated elsewhere in this AGREEMENT.

II. Scope of Work

The Scope of Work and projected level of effort required for these SERVICES is described in Exhibit "A" attached hereto and by this reference made a part of this AGREEMENT. The Scope of Work was developed utilizing performance based contracting methodologies.

III. General Requirements

All aspects of coordination of the work of this AGREEMENT with outside agencies, groups, or individuals shall receive advance approval by the AGENCY. Necessary contacts and meetings with agencies, groups, and/or individuals shall be coordinated through the AGENCY. The CONSULTANT shall attend coordination, progress, and presentation meetings with the AGENCY and/or such State, Federal, Community, City, or County officials, groups or individuals as may be requested by the AGENCY. The AGENCY will provide the CONSULTANT sufficient notice prior to meetings requiring CONSULTANT participation. The minimum required hours or days' notice shall be agreed to between the AGENCY and the CONSULTANT and shown in Exhibit "A."

The CONSULTANT shall prepare a monthly progress report, in a form approved by the AGENCY, which will outline in written and graphical form the various phases and the order of performance of the SERVICES in sufficient detail so that the progress of the SERVICES can easily be evaluated.

The CONSULTANT, any sub-consultants, and the AGENCY shall comply with all Federal, State, and local laws, rules, codes, regulations, and all AGENCY policies and directives, applicable to the work to be performed under this AGREEMENT. This AGREEMENT shall be interpreted and construed in accordance with the laws of the State of Washington.

Agreement Number:

Participation for Disadvantaged Business Enterprises (DBE) or Small Business Enterprises (SBE), if required, per 49 CFR Part 26, shall be shown on the heading of this AGREEMENT. If DBE firms are utilized at the commencement of this AGREEMENT, the amounts authorized to each firm and their certification number will be shown on Exhibit "B" attached hereto and by this reference made part of this AGREEMENT. If the Prime CONSULTANT is a DBE certified firm they must comply with the Commercial Useful Function (CUF) regulation outlined in the AGENCY's "DBE Program Participation Plan" and perform a minimum of 30% of the total amount of this AGREEMENT. It is recommended, but not required, that non-DBE Prime CONSULTANTS perform a minimum of 30% of the total amount of this AGREEMENT.

In the absents of a mandatory UDBE, a voluntary SBE goal amount of ten percent of the Consultant Agreement is established. The Consultant shall submit a SBE Participation Plan prior to commencing work. Although the goal is voluntary, the outreach efforts to provide SBE maximum practicable opportunities are not.

The CONSULTANT, on a monthly basis, shall enter the amounts paid to all firms involved with this AGREEMENT into the wsdot.diversitycompliance.com program. Payment information shall identify any DBE Participation. Non-minority, woman owned DBEs does not count towards UDBE goal attainment.

All Reports, PS&E materials, and other data furnished to the CONSULTANT by the AGENCY shall be returned. All electronic files, prepared by the CONSULTANT, must meet the requirements as outlined in Exhibit "C – Preparation and Delivery of Electronic Engineering and other Data."

All designs, drawings, specifications, documents, and other work products, including all electronic files, prepared by the CONSULTANT prior to completion or termination of this AGREEMENT are instruments of service for these SERVICES, and are the property of the AGENCY. Reuse by the AGENCY or by others, acting through or on behalf of the AGENCY of any such instruments of service, not occurring as a part of this SERVICE, shall be without liability or legal exposure to the CONSULTANT.

Any and all notices or requests required under this AGREEMENT shall be made in writing and sent to the other party by (i) certified mail, return receipt requested, or (ii) by email or facsimile, to the address set forth below:

If to AGENCY:

Name: Kevin Poole
Agency: City of Clarkston
Address: 829 5th Street
City: Clarkston State: WA Zip: 99403
Email: clarkstonpwd@cableone.net
Phone: (509) 758-1662
Facsimile:

If to CONSULTANT:

Name: Stillman Norton
Agency: Keller Associates, Inc.
Address: 733 5th Street, Suite A
City: Clarkston State: WA Zip: 99403
Email: stillman@kellerassociates.com
Phone: (509) 295-6095
Facsimile: (509) 295-6104

IV. Time for Beginning and Completion

The CONSULTANT shall not begin any work under the terms of this AGREEMENT until authorized in writing by the AGENCY. All work under this AGREEMENT shall be completed by the date shown in the heading of this AGREEMENT titled "Completion Date."

The established completion time shall not be extended because of any delays attributable to the CONSULTANT, but may be extended by the AGENCY in the event of a delay attributable to the AGENCY, or because of unavoidable delays caused by an act of GOD, governmental actions, or other conditions beyond the control of the CONSULTANT. A prior supplemental AGREEMENT issued by the AGENCY is required to extend the established completion time.

Agreement Number:

V. Payment Provisions

The CONSULTANT shall be paid by the AGENCY for completed SERVICES rendered under this AGREEMENT as provided hereinafter. Such payment shall be full compensation for SERVICES performed or SERVICES rendered and for all labor, materials, supplies, equipment, and incidentals necessary to complete SERVICES. The CONSULTANT shall conform to all applicable portions of 48 CFR Part 31 (www.ecfr.gov). The estimate in support of the lump sum amount is attached hereto as Exhibits "D" and "E" and by this reference made part of this AGREEMENT.

- A. Lump Sum Agreement: Payment for all consulting SERVICES shall be on the basis of a lump sum amount as shown on page one (1) of this AGREEMENT.
- B. Maximum Amount Payable: The Maximum Total Amount Payable by the AGENCY to the CONSULTANT under this AGREEMENT shall not exceed the amount shown in the heading of this AGREEMENT on page one (1.) The Maximum Amount Payable does not include payment for extra work as stipulated in section XIII, "Extra Work." No minimum amount payable is guaranteed under this AGREEMENT.
- C. Monthly Progress Payments: The CONSULTANT may submit billings to the AGENCY for reimbursement of costs on a monthly basis. To provide a means of verifying the billed salary costs for the CONSULTANT's employees, the AGENCY may conduct employee interviews. These interviews may consist of recording the names, titles, salary rates, and present duties of those employees performing work on the SERVICES at the time of the interview.
- D. Final Payment: Final Payment of any balance due the CONSULTANT of the gross amount earned will be made promptly upon its verification by the AGENCY after the completion of the SERVICES under this AGREEMENT, contingent, if applicable, upon receipt of all PS&E, plans, maps, notes, reports, electronic data, and other related documents which are required to be furnished under this AGREEMENT. Acceptance of such Final Payment by the CONSULTANT shall constitute a release of all claims for payment, which the CONSULTANT may have against the AGENCY unless such claims are specifically reserved in writing and transmitted to the AGENCY by the CONSULTANT prior to its acceptance. Said Final Payment shall not, however, be a bar to any claims that the AGENCY may have against the CONSULTANT or to any remedies the AGENCY may pursue with respect to such claims.

The payment of any billing will not constitute agreement as to the appropriateness of any item and at the time of final audit all required adjustments will be made and reflected in a final payment. In the event that such final audit reveals an overpayment to the CONSULTANT, the CONSULTANT will refund such overpayment to the AGENCY within thirty (30) calendar days of notice of the overpayment. Such refund shall not constitute a waiver by the CONSULTANT for any claims relating to the validity of a finding by the AGENCY of overpayment. Per WSDOT's "Audit Guide for Consultants," Chapter 23 "Resolution Procedures," the CONSULTANT has twenty (20) working days after receipt of the final Post Audit to begin the appeal process to the AGENCY for audit findings.

- E. Inspection of Cost Records: The CONSULTANT and their sub-consultants shall keep available for inspection by representatives of the AGENCY and the United States, for a period of six (6) years after receipt of final payment, the cost records and accounts pertaining to this AGREEMENT and all items related to or bearing upon these records with the following exception: if any litigation, claim or audit arising out of, in connection with, or related to this AGREEMENT is initiated before the expiration of the six (6) year period, the cost records and accounts shall be retained until such litigation, claim, or audit involving the records is completed.

A post audit may be performed on this AGREEMENT. The audit, if any, will be performed by the State Auditor, WSDOT's Internal Audit Office and /or at the request of the AGENCY's Project Manager.

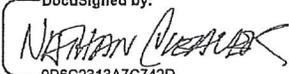
Agreement Number:

For purposes of this AGREEMENT, "ESI" means any and all computer data or electronic recorded media of any kind, including "Native Files", that are stored in any medium from which it can be retrieved and examined, either directly or after translation into a reasonably useable form. ESI may include information and/or documentation stored in various software programs such as: Email, Outlook, Word, Excel, Access, Publisher, PowerPoint, Adobe Acrobat, SQL databases, or any other software or electronic communication programs or databases that the CONSULTANT may use in the performance of its operations. ESI may be located on network servers, backup tapes, smart phones, thumb drives, CDs, DVDs, floppy disks, work computers, cell phones, laptops or any other electronic device that CONSULTANT uses in the performance of its Work or SERVICES hereunder, including any personal devices used by the CONSULTANT or any sub-consultant at home.

"Native files" are a subset of ESI and refer to the electronic format of the application in which such ESI is normally created, viewed, and /or modified.

The CONSULTANT shall include this section XX "Records Maintenance" in every subcontract it enters into in relation to this AGREEMENT and bind the sub-consultant to its terms, unless expressly agreed to otherwise in writing by the AGENCY prior to the execution of such subcontract.

In witness whereof, the parties hereto have executed this AGREEMENT as of the day and year shown in the "Execution Date" box on page one (1) of this AGREEMENT.

DocuSigned by:

9D6C2313A7C742D...

10/4/2019

Signature

Date

Signature

Date

Any modification, change, or reformation of this AGREEMENT shall require approval as to form by the Office of the Attorney General.

Agreement Number:

