

**CITY OF CLARKSTON  
CITY COUNCIL AGENDA  
829 5<sup>th</sup> Street  
MONDAY, DECEMBER 11, 2017**

- 1. CALL TO ORDER: 7:00 P.M.**
- 2. PLEDGE OF ALLEGIANCE:**
- 3. AGENDA CHANGES:**
- 4. APPROVAL OF MINUTES:  
November 27, 2017 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 – Audit Report on Current Bills**
  - B. Public Safety – Dec 5**
  - C. Public Works – Dec 5**
  - D. Administrative/Intergovernmental – Dec 11**
  - E. Community Development – Did Not Meet**
  - F. Outside Organizations – Health District, EMS Council, Valley Vision, PTBA, SEWEDA, MPO, Regional Stormwater, Lodging Tax Advisory**
  
- 7. UNFINISHED BUSINESS:**
  - A. Resolution 2017-10 Salaries for Non-Represented Employees**
  
- 8. NEW BUSINESS:**
  - A. Resolution 2017-11 Legislative Agenda**
  - B. Ordinance 1589 – 2017 Budget Amendment #2 (1<sup>st</sup> Reading)**
  - C. Ordinance 1590 – 2018 Budget (1<sup>st</sup> Reading)**
  - D. Ordinance 1591 – Amend 2.76 Council Standing Committees**
  - E. Award Stormwater Improvement Bid**
  - F. Contracts for Service**
    - 1. City Attorney Retainer**
    - 2. Indigent Defense Services**
    - 3. Professional Services**
    - 4. Victim Witness Advocacy Support Services**
  
- 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.

**CLARKSTON CITY COUNCIL MINUTES**  
**November 27, 2017**

ROLL CALL: Belinda Campbell, Terry Beadles, John Murray, Skate Pierce, Brian Kolstad. Kelly Blackmon excused on a motion by CAMPBELL/KOLSTAD

STAFF: Chief Hastings, Chief Cooper, PWD Poole, Clerk Austin, Attorney Richardson absent.

**AGENDA CHANGES: None**

**APPROVAL OF MINUTES:** Minutes of the November 13, 2017 Regular Meeting were approved as distributed.

**PUBLIC HEARING: 2018 Budget**

Mayor Lawrence opened the Public Hearing at 7:04 p.m.

Mayor Lawrence opened the floor to comments from the public.

**PUBLIC COMMENT: None**

The public hearing was closed at 7:06 p.m.

**COMMUNICATIONS:**

**A. From the Public:**

Jill Eckberg - 1126 5<sup>th</sup> Street  
Janet Hix 827 Beachview Blvd

**B. From Mayor:** Mayor Lawrence distributed a report to the Council with The Wesley Group Billing and Debt Services Totals for 2018. She explained that any changes to current City services have to be bargained with unions for any impact to the employment contracts. The Debt Services Totals are what we are paying on loans. The Fire Engine will be paid off next year, and the Sanitation Truck will be paid off in a few years.

**C. From Staff or Employees: None**

**COMMITTEE REPORTS**

**Finance:** Councilmember Beadles reported the bills were reviewed and approved for payment. Total expenditures for the November 27, 2017 period of \$240,137.94 and June through August End of Month Periods of \$9902.08. MOTION BY BEADLES/KOLSTAD to approve the bills as read.

**Public Safety:** Councilmember Beadles reported that committee met November 21. Chief Hastings reported that cell phone tracking software is an important investigation tool that is used by the Police Department. Officer Bryon Denny coordinates the updates on this installation. Clarkston schools are installing swipe cards on entrance doors to enhance security. Officer John Morbeck continues to instruct safety and security training for local business. Security audits for local employers are also conducted by Officer Morbeck. Chief Hastings attended a conference on hiring, retention, and leadership. The emphasis was on employing members of the "Millennial" generation (ages 19-35). The upcoming Christmas Parade will require all officers be on duty for traffic control.

Chief Cooper reported he has been successful in recruiting two EMT personnel to join the Fire Department. Employment offer letters will be sent this week with a start date of early January. The Fire Department is having difficulty with staffing due to three staffing members being injured in off duty activities. A GEMT (Medicaid additional reimbursement) feasibility study has been initiated Chief

Cooper. Department manager salary increases for budget 2018 were discussed. \*(agenda item for Council discussion).

**Public Works:** Councilmember Pierce reported that detour plans for the upcoming Red Wolf Bridge repair are finished. The detour will go through downtown Lewiston to Down River Road. Hopefully we can make provisions for Emergency vehicles to traverse the bridge. The Committee discussed the process for annexation to the west. The stormwater improvement project is planned between Maple Street and Elm Street, between 13th Street and Burns. There will also be improvements on the corners of 7th, 8th and Poplar Street. The City has a plan to repair 52 areas of sidewalk that have been identified as not meeting ADA requirements. Residents adjacent to the sidewalk sections are responsible for maintenance by city ordinance. A form letter will be drafted and sent out to the home owners informing them of their responsibility. Paid in advance, there can be savings, via economy of scale and the lack of need to apply for a construction permit. Refusal to repair will lead to a lien on the property that is collected when the home is sold. The Beachview shelter will be demolished soon. Naslund Disposal is selling a garbage truck. It's a good used truck. It was inspected by city employees. It's extremely affordable and funds are available. There are multiple benefits to the purchase of this truck. We've identified some methods to improve home values and appearances in the city: Establishing a CDBG loan and grant program; an Ordinance dealing with unsafe and unfit structures; Local Improvement Districts; and establishing landlords as business owners.

**Admin Committee:** Councilmember Murray advised that the committee had met earlier tonight. There was a discussion on salaries with the Department Heads. The committee also discussed a gambling tax reduction with Lance Rinard.

**Community Development:** No meeting.

**Outside Organizations:** Mayor Lawrence and Councilmember Pierce attended the Public Health Meeting. Councilmember Pierce advised that an onsite septic inspector has been hired. The budget is lean the same as Public Health is now. Councilmember Kolstad reported on the PTBA meeting. PTBA offers free rides for Veterans during the month of November. He talked to the Manager about increasing visibility for that program. The PTBA performs a lot of good services, but they need to get the information out to the public better.

### **UNFINISHED BUSINESS:**

#### **A. Ordinance 1588 – Sewer Collection and Disposal Charges (2<sup>nd</sup> Reading)**

Ordinance read by title. MOTION BY BEADLES/KOLSTAD to approve ordinance. Councilmember Beadles commented that the rates are well in line with the surrounding communities. Mayor Lawrence advised that the result would be a \$.93 average increase. Motion carried.

### **NEW BUSINESS:**

#### **A. Resolution 2017-08 Property Tax**

Resolution read by title. MOTION BY BEADLES/PROFITT to approve resolution. Councilmember Beadles commented that the Property Tax total increase was around \$9000, which will help in the long run. Councilmember Pierce asked about the total of the EMS levy last year. Chief Cooper advised it was just under \$600,000. Vote was 5-1 in favor, Councilmember Pierce voted nay. Motion carried.

#### **B. Resolution 2017-09 Sole Source Purchase of Garbage Collection Vehicle**

Resolution read by title. PWD Poole advised the City was approached by Naslund Disposal offering a self-loading garbage truck for sale. PWD Poole had the sanitation supervisor inspect the vehicle and found it was in good condition. An online check by PWD Poole found that average price was between \$29-40,000. This vehicle would fill a vacant slot in our fleet, as we don't have a self-loading truck now. MOTION BY BEADLES/MURRAY to approve resolution. Councilmember Beadles commented that this was excellent opportunity. He commended Sanitation Supervisor Kammers on his mechanic ability. Councilmember Murray asked if this was the purchase, or just the request to talk with Naslund. PWD

Poole confirmed it was to deal with Naslund for a sole-source purchase. Councilmember Campbell asked for clarification if this was for the actual purchase of the vehicle. PWD Poole advised it was to approve a sole-source purchase from Naslund of \$10,000 or less. Councilmember Kolstad asked why the value was \$29,000 or more, and we are able to purchase for only \$10,000. PWD Poole advised that Naslund is buying a new truck and not getting good value for the trade-in. It had been listed for sale at \$25,000, but had no takers. It is their oldest truck and being cycled out of the fleet. Councilmember Beadles commented that the new truck we purchased cost \$220,000. PWD Poole advised that it was actually \$280,000 and now would be over \$300,000. Beadles commented that a self-loading truck is also less of a liability to the City. PWD Poole explained that he wanted to reduce employees riding on the outside of the trucks. Councilmember Kolstad asked if this would be used primarily as a backup. Poole advised it would be backup, but would also allow us to enhance current business pickup by modifying the type of totes. Councilmember Profitt asked how much life would be left in this vehicle. PWD Poole advised that they may be 5-10 years possibly. Campbell what year the vehicle was. Poole advised it was a 1998 model. Vote was 5-1 in favor. Councilmember Campbell voted nay. Motion carried.

### C. Discussion on 2018 Administration Wages

Mayor Lawrence mentioned that department heads do not get overtime, get limited comp time, attend meetings in the evenings, and other various activities happening outside of regular working hours. Department heads are always on call. If there is any type of crisis or unusual activity, they are on scene or in touch by phone. They rarely take a sick day, and we more than get our money's worth out of them. Mayor Lawrence advised that right now there is a 3% increase in the budget, but there is talk by council of a different amount, and I will let the Council speak to that. Councilmember Beadles commented that in discussions with Chief Hastings and Chief Cooper over a year ago, he found out that there are supervisors that work below them that make the same or more. We operate an extremely efficient City. There is a discrepancy in wages between the management and staff. A year ago the Council decided that we would re-address the issue this year in the budget. We need to bring in about a 5.5% increase to have a little distance between management and staff. Mayor Lawrence advised that the difference would be a \$10,000 total increase for the year if 5.5% over 3% that is in the budget. Councilmember Pierce advised that the City took a small step last year to improve the disparity between the management and subordinates, and we said we would revisit it this year. When the current management employees retire, we need to make it attractive for new applicants. Councilmember Murray confirmed that the total increase to the budget would be around \$100,000. Clerk Austin confirmed this. Admin Committee found that if we had this increase it would put approximately a 5% difference between highest supervisor and management. Chief Cooper advised that it was not quite a 5% difference. Murray advised that these discussions were made without any overtime being considered, which still allows the staff to make more than the managers. Councilmember Campbell advised the City is looking at a tight budget. The management staff is worth it, they are doing a lot of work. For the budget, the City is looking at increasing rates here, increasing taxes, and looking at deficits. Campbell advised that this decision should be tabled for one more year. She commented that she thought that this time last year we would be in a better place this year. Councilmember Pierce asked how many years did management receive an increase beyond the cost of living. Chief Cooper advised that last year was the only year above the cost of living increase. He advised that there were three years that department heads received no increase. Councilmember Beadles commented that it was not fair to balance the budget on the backs of the managers. Campbell agreed, but commented she was still leery of the increase of 5.5%. Murray asked if she would support a 3% increase. Campbell advised she would. Motion by BEADLES/PIERCE to approve an increase for management of 5.5%. Murray confirmed that this would be able to be added to the preliminary budget. Councilmember Kolstad asked about the percentage increase from last year. Chief Cooper advised that departments received a 5.5% increase. Chief Hastings advised that the Police Commander actually received 6% to help bring his salary in line. Mayor Lawrence called for a show of hands vote. The vote was 5-1 Campbell voted nay. Motion carried.



## Public Safety Committee

December 5, 2017

Attendance: Chief Cooper, Chief Hastings, Belinda Campbell, Dick Jones, Skate Pierce, Terry Beadles

### Chief Cooper:

- The Chief is working on volunteer retention by utilizing a comprehensive survey. The survey will include current volunteers, former volunteers, and area fire departments.
- Thank you letters will be sent to volunteers. Recognition is important in any organization.
- The Chief works very hard to stay within the Fire Department budget.
- The Red Wolf bridge maintenance closure is still being addressed.
- Two new hires at the Fire Department will start in January.

### Chief Hastings

- The Christmas Shop with a Cop program will be funded by Wal-Mart and coordinated by Officer Morbeck. Children are nominated by the school district to participate in this program. The committee discussed additional ways to expand funding of this program.
- The annual Christmas parade went very well this year.
- The PD will have performance reviews for staff members.
- The Officer of the Year program will be reinstated.
- Commercial burglaries are being investigated.

**RESOLUTION NO. 2017-10**

**A RESOLUTION OF THE CITY OF CLARKSTON, WASHINGTON, ESTABLISHING SALARIES FOR NON-REPRESENTED EMPLOYEES.**

**WHEREAS**, the City Council of the City of Clarkston determines the annual salary for non-represented employees;

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

Effective January 1, 2018 the following base salaries shall be in effect for the non-represented employees:

Fire Chief	\$85,200.00	Annually
Police Chief	\$85,200.00	Annually
Public Works Director	\$85,200.00	Annually
City Clerk/Treasurer	\$85,200.00	Annually
Commander, Police Dept.	\$ 6,908.00	Monthly

DATED this 11th day of December, 2017.

\_\_\_\_\_  
Monika Lawrence, Mayor

ATTEST:

\_\_\_\_\_  
Steve Austin, City Clerk

**RESOLUTION NO. 2017 - 11**

**A RESOLUTION REGARDING THE ADOPTION OF THE CITY OF CLARKSTON'S  
2018 WASHINGTON STATE LEGISLATIVE AGENDA.**

**WHEREAS**, efforts of representation on behalf of the City of Clarkston to influence, effect or guide the passage of legislation in the Washington State legislature are enhanced by a comprehensive package of proposals that have been officially adopted by the City Council after consultation with the Mayor pursuant to this resolution;

**NOW, THEREFORE, BE IT RESOLVED** by the City Council of the City of Clarkston, Washington that the attached City of Clarkston 2018 Washington State Legislative Agenda as the position of the city of Clarkston on the items stated therein.

ADOPTED by the City Council this 11<sup>th</sup> day of December, 2017.

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Monika Lawrence, Mayor

ATTEST:

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Steve Austin, City Clerk



# City of Clarkston

## **Legislative Agenda 2018**

### **Fiscal**

- No merger of LEOFF1 and LEOFF2 was included in the 2018-19 State budget. However, there may be a desire to try the merger again in the next legislative session. LEOFF1 medical costs are a large expense for the City of Clarkston.
  - If a merger results in withdrawing surplus funds from LEOFF1, a proportional amount of surplus funds representing the amount attributed to employer LEOFF1 contributions (approximately 11%) should be returned to employers to help offset the costs of LEOFF 1 medical costs.
- The 2017-19 state operating budget continued to fund traditional shared revenues such as liquor and cannabis revenues and municipal criminal justice assistance at the levels provided in recent years. As the Legislature considers a supplemental budget, Clarkston encourages:
  - Restoring growth in liquor and cannabis profit distributions.
  - Increasing the municipal share of state-shared revenues of marijuana excise taxes.
  - Respecting city local authority with regards to revenue, taxes, licensing, and home rule.

### **Public Works, Infrastructure, and Community Development**

- Continue to ensure that Southeastern Washington is properly represented in transportation infrastructure and community development funding.
  - Adequately fund WSDOT funded projects within the Lewis Clark Valley Metropolitan Planning area (Lewiston-Clarkston MPO).
  - Support and enhance actions to increase affordable housing.

### **Public Safety**

- Provide adequate funding for safety and human services.
  - Asotin County's jail is inadequate for housing the existing population of prisoners. An alternative to the existing situation must be found and funded.
  - Additional funding for four additional Basic Law Enforcement Academy classes to ensure that new recruits receive training as quickly as possible.

ORDINANCE NO. 1589

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF CLARKSTON, WASHINGTON, AMENDING ORDINANCE NO. 1578 WHICH ADOPTED THE 2017 BUDGET, AND AUTHORIZING THE NECESSARY ADJUSTMENTS.

WHEREAS, the City Council has determined that the 2017 budget should be amended to take into account variations in actual revenues and expenditures from those projected at the time of adoption of the 2017 budget, now therefore,

THE CITY COUNCIL OF THE CITY OF CLARKSTON, WASHINGTON, DO ORDAIN AS FOLLOWS:

Section 1. Budget Amended. Section 2 of Ordinance No. 1578 passed by the City Council on December 27, 2016, shall be increased and amended as follows:

	EXPENDITURES	OTHER FINANCING USES
CURRENT EXPENSE (001)	10,600	
STREET FUND (103)	8,035	
AMBULANCE FUND (120)	11,000	
SEWER O & M FUND (400)	30,000	
SANITATION FUND (410)	31,000	
SANITATION EQUIPMENT RESERVE (411)		11,000
<b>TOTALS</b>	<b>90,635</b>	<b>11,000</b>

Section 2. Duties of City Treasurer. The City Treasurer of the City of Clarkston, Washington, is authorized to make the necessary changes to the 2017 budget on or before December 31, 2017, as set forth in attached Exhibit A.

Section 3. Severability Clause. If any section, subsection, paragraph, sentence, clause, or phrase of this ordinance is declared unconstitutional or invalid for any reason, such decision shall not affect the validity of the remaining portion of this ordinance.

Section 4. Effective Date. This ordinance shall be in full force and effect upon the signing hereof by the Mayor, attestation by the City Clerk and publication as required by law.

DATED the 26th day of December, 2017.

Authenticated:

\_\_\_\_\_  
Monika Lawrence, Mayor

\_\_\_\_\_  
Steve Austin, City Clerk

**BUDGET AMENDMENT No 2 - 2017  
ORDINANCE NO. 1589**

Account Description	Adopted Bdgt	Amendment	Amended Bdgt	Explanation
<b>GENERAL FUND</b>				
001 000 059 518 10 41 20				
Management Consultant	\$ 8,000	\$ 9,500	\$ 17,500	The Wesley Group
MPO	\$ 2,500	\$ 1,100	\$ 3,600	2018 Local Match
001 000 059 544 40 51 14				
Unreserved Ending Balance	\$ 609,884	\$ (10,600)	\$ 599,284	Adjust End Bal
<b>TTL EXPENDITURES</b>	<b>\$</b>	<b>\$ 10,600</b>		
<b>STREET FUND</b>				
103 000 132 595 10 41 11				
Design Engineering	\$ 42,655	\$ 8,035	\$ 50,690	Transportation Plan (MPO)
103 999 130 508 80 00 00				
Unreserved Ending Balance	\$ 74,757	\$ (8,035)	\$ 66,722	Adjust End Bal
<b>TTL EXPENDITURES</b>	<b>\$</b>	<b>\$ 8,035</b>		
<b>AMBULANCE FUND</b>				
120 000 084 522 70 41 20				
Management Consultant	\$ 3,000	\$ 11,000	\$ 14,000	The Wesley Group
120 999 084 508 80 00 00				
Unreserved End Balance	\$ 73,026	\$ (11,000)	\$ 62,026	Adjust End Bal
<b>TTL EXPENDITURES</b>	<b>\$</b>	<b>\$ 11,000</b>		
<b>SEWER O&amp;M FUND</b>				
400 000 140 535 80 4830				
Equipment Repair & Maint	\$ 50,000	\$ 30,000	\$ 80,000	Pump Repairs
400 999 140 508 80 00 00				
Unreserved Ending Balance	\$ 607,860	\$ (30,000)	\$ 577,860	Adjust End Bal
<b>TOTAL EXPENDITURES</b>	<b>\$</b>	<b>\$ 30,000</b>		
<b>SANITATION FUND</b>				
410 000 150 537 80 48 20				
Vehicle Repairs	\$ 35,000	\$ 20,000	\$ 55,000	Vehicle Repair
410 000 150 594 37 64 10				
Vehicle	\$ -	\$ 11,000	\$ 11,000	Sanitation Vehicle
410 999 150 508 80 00 00				
Unreserved Ending Balance	\$ 44,444	\$ (20,000)	\$ 24,444	Adjust End Bal
<b>TTL EXPENDITURES</b>	<b>\$</b>	<b>\$ 31,000</b>		
410 000 150 397 00 00 00				
TRF IN From 411	\$ -	\$ 11,000	\$ 11,000	Sanitation Vehicle
<b>TTL REVENUE</b>	<b>\$</b>	<b>\$ 11,000</b>		
<b>SANITATION EQUIPMENT RESERVE</b>				
411 000 151 597 00 00 00				
Operation Transfer Out	\$ -	\$ 11,000	\$ 11,000	Sanitation Vehicle
411 999 151 508 80 00 00				
Unreserved Ending Balance	\$ 41,425	\$ (11,000)	\$ 30,425	Adjust End Bal
<b>TTL EXPENDITURE</b>	<b>\$</b>	<b>\$ 11,000</b>		

ORDINANCE NO. 1590

AN ORDINANCE OF THE CITY OF CLARKSTON, WASHINGTON, ADOPTING THE FINAL BUDGET OF THE CITY FOR THE FISCAL YEAR ENDING DECEMBER 31, 2018, AND APPROVING AN ORDINANCE SUMMARY FOR PUBLICATION.

WHEREAS, the Mayor of the City of Clarkston, Washington, completed and placed on file with the City Clerk a proposed budget and estimate of the amount the moneys required to meet the public expenses, bond retirement and interest, reserve funds, and expense of government of the City for the fiscal year ending December 31, 2018; and

WHEREAS, a notice was published that the City Council would meet on November 27, 2017 at 7:00 p.m., in the council chambers of city hall for the purpose of making and adopting a budget for said fiscal year and giving taxpayers within the limits of the City an opportunity to be heard in a public hearing upon said budget; and

WHEREAS, the City Council did hold a public hearing at that time and place and did then consider the matter of the proposed budget for the fiscal year 2017; and

WHEREAS, the 2018 proposed budget does not exceed the lawful limit of taxation allowed by law to be levied on the property within the City of Clarkston for the purposes set forth in said budget, and the estimated expenditures set forth in said budget being all necessary to carry on the government of the City of Clarkston for the 2018 fiscal year and being sufficient to meet the various needs of the City of Clarkston during that period;

NOW, THEREFORE, the City Council of the City of Clarkston do ordain as follows:

Section 1. The budget for the City of Clarkston, Washington, for the year 2018 is hereby adopted at the fund level in its final form and content as set forth in the document entitled 2018 FINAL BUDGET, CITY OF CLARKSTON, copies of which are on file in the Office of the Clerk.

Section 2. Estimated resources, including fund balances or working capital for each separate fund of the City of Clarkston, and aggregate totals for all such funds combined, for the year 2018 are set forth in summary form on Exhibit A

(attached) and are hereby appropriated for expenditure at the fund level during the year 2018 as set forth on Exhibit A.

Section 3. The City Clerk is directed to transmit a certified copy of the budget hereby adopted to the Division of Municipal Corporations in the State Auditor's Office and the Association of Washington Cities.

Section 4. This ordinance shall be in force and take effect five (5) days after publication of the attached summary, which is hereby approved.

Dated this 26th day of December, 2017

\_\_\_\_\_  
Monika Lawrence, Mayor

Authenticated:

\_\_\_\_\_  
Steve Austin, City Clerk

SUMMARY OF ORDINANCE NO. 1590  
OF THE CITY OF CLARKSTON, WASHINGTON

On December 26, 2017, the City Council of the City of Clarkston, Washington, approved Ordinance No. 1590, the main point of which may be summarized by its title as follows:

AN ORDINANCE OF THE CITY OF CLARKSTON, WASHINGTON, ADOPTING THE FINAL BUDGET OF THE CITY FOR THE FISCAL YEAR ENDING DECEMBER 31, 2018 AND APPROVING AN ORDINANCE SUMMARY FOR PUBLICATION.

The full text of this ordinance will be mailed upon request.

APPROVED by the City Council at their meeting of December 26, 2017.

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Steve Austin, City Clerk

Published: \_\_\_\_\_

2018 FINAL BUDGET  
 JANUARY 1, 2018

FUND	DESCRIPTION	BEG BAL	ACTUAL REVENUES	OTHER FINANCING SOURCES	ACTUAL EXPENDITURES	OTHER FINANCING USES	END BAL
001	CURRENT EXPENSE	\$ 1,091,383	\$ 3,796,700	\$ 101,740	\$ 4,118,905	\$ 228,005	\$ 642,913
004	CE RESERVE	\$ 683,066	\$ 1,000	\$ 70,000	\$ -	\$ -	\$ 754,066
006	EMP BENEFIT RESERVE	\$ 161,782	\$ 300	\$ 50,000	\$ -	\$ -	\$ 212,082
007	COMMUNITY PROJECTS	\$ 39,118	\$ 100	\$ -	\$ -	\$ -	\$ 39,218
010	NATIONAL NIGHT OUT	\$ 3,195	\$ 300	\$ -	\$ 900	\$ -	\$ 2,595
011	VICTIM'S RIGHTS	\$ 24,206	\$ 1,100	\$ -	\$ 17,000	\$ -	\$ 8,306
016	VEHICLE REPLCMENT	\$ 318,880	\$ 161,200	\$ -	\$ -	\$ 92,330	\$ 387,750
017	D A R E	\$ 4,808	\$ -	\$ -	\$ -	\$ -	\$ 4,808
037	CDBG	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
102	RESCUE ONE	\$ 6,784	\$ 1,200	\$ -	\$ 3,000	\$ -	\$ 4,984
103	STREET FUND	\$ 131,502	\$ 692,820	\$ 120,000	\$ 900,770	\$ -	\$ 43,552
104	TRANS BENEFIT DIST	\$ 791,113	\$ 503,000	\$ -	\$ -	\$ 120,000	\$ 1,174,113
105	STREET RESERVE	\$ 47,026	\$ 200	\$ -	\$ -	\$ -	\$ 47,226

2018 FINAL BUDGET  
 JANUARY 1, 2018

FUND	DESCRIPTION	BEG BAL	ACTUAL REVENUES	OTHER FINANCING SOURCES	ACTUAL EXPENDITURES	OTHER FINANCING USES	END BAL
108	DRUG ENFORCEMENT	\$ 24,404	\$ 1,100	\$ -	\$ 13,000	\$ -	\$ 12,504
120	EMS / AMBULANCE	\$ 209,665	\$ 1,103,800	\$ 120,000	\$ 1,225,197	\$ 51,410	\$ 156,858
121	EMS CAP RESERVE	\$ 169,288	\$ 100	\$ 42,000	\$ -	\$ 120,000	\$ 91,388
130	LODGING TAX FUND	\$ 569,006	\$ 92,500	\$ -	\$ 85,000	\$ -	\$ 576,506
306	MUNICIPAL CAP IMPRV	\$ 333,545	\$ 60,800	\$ -	\$ -	\$ -	\$ 394,345
400	SEWER O&M	\$ 663,906	\$ 2,046,000	\$ 60,000	\$ 1,197,586	\$ 840,400	\$ 731,920
401	SEWER EQUIP RSRV	\$ 111,433	\$ 450	\$ 20,000	\$ -	\$ 60,000	\$ 71,883
402	SEWER LINE RESERVE	\$ 546,771	\$ 2,500	\$ 20,000	\$ -	\$ -	\$ 569,271
403	SEWER CAPITAL REPLC	\$ 122,574	\$ 300	\$ 20,000	\$ -	\$ -	\$ 142,874
404	SEWER RESERVE	\$ 129,346	\$ 600	\$ -	\$ -	\$ -	\$ 129,946
405	WWTP CONSTRUCTION	\$ 120,873	\$ 200	\$ -	\$ -	\$ -	\$ 121,073
406	SEWER REVENUE BONI	\$ 359,915	\$ 3,000	\$ 347,000	\$ 346,750	\$ -	\$ 363,165

2018 FINAL BUDGET  
 JANUARY 1, 2018

FUND DESCRIPTION	BEG BAL	ACTUAL REVENUES	OTHER FINANCING SOURCES	ACTUAL EXPENDITURES	OTHER FINANCING USES	END BAL
407 PWTF LOAN	\$ 4,075	\$ -	\$ 370,000	\$ 20,990	\$ 349,750	\$ 3,335
408 SRF LOAN	\$ 87,095	\$ 400	\$ 63,400	\$ 14,225	\$ 49,286	\$ 87,384
409 STORMWATER O & M	\$ 42,236	\$ 298,200	\$ 60,000	\$ 345,546	\$ -	\$ 54,890
410 SANITATION O&M	\$ 129,756	\$ 1,190,400	\$ 41,001	\$ 1,195,875	\$ 63,500	\$ 101,782
411 SAN. EQUIP RSRV	\$ 21,375	\$ 50	\$ 20,000	\$ -	\$ 11,000	\$ 30,425
<b>TOTALS</b>	<b>\$ 6,948,126</b>	<b>\$ 9,958,320</b>	<b>\$ 1,525,141</b>	<b>\$ 9,484,744</b>	<b>\$ 1,985,681</b>	<b>\$ 6,961,162</b>

## Notice of Award

Date: November 29, 2017

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Project: Clarkston Stormwater Improvements	
Owner: City of Clarkston	Ecology Grant No.: WQC-2017-Clarks-00027
Contract: 1	Engineer's Project No.: 214021
Bidder: M.L. Albright and Sons	
Bidder's Address: 6182 Lapwai Road PO Box 603 Lewiston, ID 83501	

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You are notified that your Bid dated November 28, 2017 for the above Contract has been considered. You are the Successful Bidder and are awarded a Contract for Clarkston Stormwater Improvements.

The Contract Price of your Contract is Three Hundred Eighty-Two Thousand One Hundred Sixty-Two and 65/100 Dollars (\$382,162.65).

The Contract Price includes the Base Bid and four (4) Additive Bids.

0 copies of the proposed Contract Documents (except Drawings) accompany this Notice of Award.

0 sets of the Drawings will be delivered separately or otherwise made available to you immediately.

You must comply with the following conditions precedent within 15 days of the date you receive this Notice of Award.

1. Deliver to the Owner Three (3) fully executed counterparts of the Contract Documents.
2. Deliver with the executed Contract Documents the Contract security [Bonds] as specified in the Instructions to Bidders (Article 20), General Conditions (Paragraph 5.01), and Supplementary Conditions (Paragraph SC-5.01).
3. Other conditions precedent:  
N/A

Failure to comply with these conditions within the time specified will entitle Owner to consider you in default, annul this Notice of Award, and declare your Bid security forfeited.

Within ten days after you comply with the above conditions, Owner will return to you one fully executed counterpart of the Contract Documents.

\_\_\_\_\_  
City of Clarkston  
Owner  
By: \_\_\_\_\_  
Authorized Signature  
\_\_\_\_\_  
Title

Copy to Engineer



# Clarkston Stormwater Improvements

CITY OF CLARKSTON

CLARKSTON, WASHINGTON

DEPARTMENT OF ECOLOGY GRANT NO. WQC-2017-Clarks-00027

ENGINEER'S PROJECT NO. 214021

BID RESULTS 11/28/2017

Item No.	Description	Quantity	Unit	M.L. Albright and Sons 6182 Lawal Road PO Box 603 Lewiston ID 83501		Western Construction of Lewiston, Inc. 3900 Industrial Way Lewiston, ID 83501		Engineers Estimate	
				Unit Price	Extension	Unit Price	Extension	Unit Price	Extension
1	Selective Demolition	1	LS	\$ 20,045.00	\$ 20,045.00	\$ 9,000.00	\$ 9,000.00	\$ 9,636.50	\$ 9,636.50
2	Utility Relocates and Adjust to Grade	1	LS	\$ 500.00	\$ 500.00	\$ 9,000.00	\$ 9,000.00	\$ 1,020.00	\$ 1,020.00
3	Install/Repair/Replace Curb	565	LF	\$ 55.00	\$ 31,075.00	\$ 40.00	\$ 22,600.00	\$ 25.00	\$ 14,125.00
4	Storm Drain Pipe - 12"	662	LF	\$ 40.00	\$ 26,480.00	\$ 55.00	\$ 36,410.00	\$ 30.00	\$ 19,860.00
5	Perforated Storm Drain Pipe - 12"	136	LF	\$ 32.50	\$ 4,420.00	\$ 65.00	\$ 8,840.00	\$ 30.00	\$ 4,080.00
6	Monitoring Wells	1	EA	\$ 1,000.00	\$ 1,000.00	\$ 1,200.00	\$ 1,200.00	\$ 800.00	\$ 800.00
7	Seepage Bed	140	LF	\$ 85.00	\$ 11,900.00	\$ 100.00	\$ 14,000.00	\$ 1,300.00	\$ 182,000.00
8	Type 1 Catch Basin	18	EA	\$ 1,750.00	\$ 31,500.00	\$ 1,500.00	\$ 27,000.00	\$ 1,800.00	\$ 32,400.00
9	Drywells	3	EA	\$ 8,750.00	\$ 26,250.00	\$ 6,000.00	\$ 18,000.00	\$ 2,200.00	\$ 6,600.00
10	Drywell Risers	5	EA	\$ 500.00	\$ 2,500.00	\$ 1,500.00	\$ 7,500.00	\$ 200.00	\$ 1,000.00
11	Asphalt Patching/Repair	1235	SY	\$ 51.25	\$ 63,293.75	\$ 50.00	\$ 61,750.00	\$ 34.00	\$ 41,990.00
12	Construction Traffic Control	1	LS	\$ 2,250.00	\$ 2,250.00	\$ 35,000.00	\$ 35,000.00	\$ 11,790.00	\$ 11,790.00
13	Environmental Compliance	1	LS	\$ 2,500.00	\$ 2,500.00	\$ 10,000.00	\$ 10,000.00	\$ 1,000.00	\$ 1,000.00
14	Erosion and Sediment Control	1	LS	\$ 2,250.00	\$ 2,250.00	\$ 5,000.00	\$ 5,000.00	\$ 800.00	\$ 800.00
15	Mobilization	1	LS	\$ 15,000.00	\$ 15,000.00	\$ 28,000.00	\$ 28,000.00	\$ 32,672.00	\$ 32,672.00
<b>Base Bid Excluding Sales Tax</b>					\$ 240,963.75		\$ 293,300.00		\$ 359,773.50
<b>Sales Tax @ 7.9%</b>					\$ 19,036.14		\$ 23,170.70		\$ 28,422.11
<b>Total Bid Price for Base Bid</b>					\$ 259,999.89		\$ 316,470.70		\$ 388,195.61
<b>Item No.</b>	<b>Description</b>	<b>Quantity</b>	<b>Unit</b>	<b>Unit Price</b>	<b>Extension</b>	<b>Unit Price</b>	<b>Extension</b>	<b>Unit Price</b>	<b>Extension</b>
1	Selective Demolition	1	LS	\$ 2,000.00	\$ 2,000.00	\$ 10,000.00	\$ 10,000.00	\$ 720.90	\$ 720.90
2	Utility Relocates and Adjust to Grade	1	LS	\$ 100.00	\$ 100.00	\$ 5,000.00	\$ 5,000.00	\$ 900.00	\$ 900.00
3	Install/Repair/Replace Curb	20	LF	\$ 85.00	\$ 1,700.00	\$ 200.00	\$ 4,000.00	\$ 25.00	\$ 500.00
4	Storm Drain Pipe - 12"	34	LF	\$ 38.00	\$ 1,292.00	\$ 100.00	\$ 3,400.00	\$ 30.00	\$ 1,020.00
5	Type 1 Catch Basin	1	EA	\$ 1,500.00	\$ 1,500.00	\$ 1,500.00	\$ 1,500.00	\$ 1,800.00	\$ 1,800.00
6	Drywells	1	EA	\$ 5,500.00	\$ 5,500.00	\$ 6,000.00	\$ 6,000.00	\$ 2,200.00	\$ 2,200.00
7	Asphalt Patching/Repair	35	SY	\$ 71.50	\$ 2,502.50	\$ 50.00	\$ 1,750.00	\$ 34.00	\$ 1,190.00
8	Construction Traffic Control	1	LS	\$ 500.00	\$ 500.00	\$ 5,000.00	\$ 5,000.00	\$ 2,202.00	\$ 2,202.00
9	Environmental Compliance	1	LS	\$ 250.00	\$ 250.00	\$ 2,000.00	\$ 2,000.00	\$ 250.00	\$ 250.00
10	Erosion and Sediment Control	1	LS	\$ 200.00	\$ 200.00	\$ 2,000.00	\$ 2,000.00	\$ 250.00	\$ 250.00
11	Mobilization	1	LS	\$ 1,000.00	\$ 1,000.00	\$ 3,000.00	\$ 3,000.00	\$ 1,091.00	\$ 1,091.00
<b>Base Bid Excluding Sales Tax</b>					\$ 16,944.50		\$ 43,650.00		\$ 12,123.90
<b>Sales Tax @ 7.9%</b>					\$ 1,338.62		\$ 3,448.35		\$ 957.79
<b>Total Bid Price for Base Bid</b>					\$ 18,283.12		\$ 47,098.35		\$ 13,081.69
<b>Item No.</b>	<b>Description</b>	<b>Quantity</b>	<b>Unit</b>	<b>Unit Price</b>	<b>Extension</b>	<b>Unit Price</b>	<b>Extension</b>	<b>Unit Price</b>	<b>Extension</b>
1	Selective Demolition	1	LS	\$ 500.00	\$ 500.00	\$ 10,000.00	\$ 10,000.00	\$ 180.00	\$ 180.00
2	Utility Relocates and Adjust to Grade	1	LS	\$ 1.00	\$ 1.00	\$ 5,000.00	\$ 5,000.00	\$ 320.00	\$ 320.00
3	Pervious Concrete	40	SY	\$ 222.50	\$ 8,900.00	\$ 180.00	\$ 7,200.00	\$ 260.00	\$ 10,400.00
4	Construction Traffic Control	1	LS	\$ 500.00	\$ 500.00	\$ 2,000.00	\$ 2,000.00	\$ 2,452.00	\$ 2,452.00
5	Environmental Compliance	1	LS	\$ 50.00	\$ 50.00	\$ 2,000.00	\$ 2,000.00	\$ 250.00	\$ 250.00
6	Erosion and Sediment Control	1	LS	\$ 50.00	\$ 50.00	\$ 2,000.00	\$ 2,000.00	\$ 250.00	\$ 250.00
7	Mobilization	1	LS	\$ 250.00	\$ 250.00	\$ 2,000.00	\$ 2,000.00	\$ 1,385.00	\$ 1,385.00
<b>Base Bid Excluding Sales Tax</b>					\$ 10,251.00		\$ 30,200.00		\$ 15,237.00
<b>Sales Tax @ 7.9%</b>					\$ 809.83		\$ 2,385.80		\$ 1,203.72
<b>Total Bid Price for Base Bid</b>					\$ 11,060.83		\$ 32,585.80		\$ 16,440.72
<b>Item No.</b>	<b>Description</b>	<b>Quantity</b>	<b>Unit</b>	<b>Unit Price</b>	<b>Extension</b>	<b>Unit Price</b>	<b>Extension</b>	<b>Unit Price</b>	<b>Extension</b>
1	Selective Demolition	1	LS	\$ 1,000.00	\$ 1,000.00	\$ 10,000.00	\$ 10,000.00	\$ 366.30	\$ 366.30
2	Utility Relocates and Adjust to Grade	1	LS	\$ 1.00	\$ 1.00	\$ 5,000.00	\$ 5,000.00	\$ 400.00	\$ 400.00
3	Storm Drain Pipe - 12"	75	LF	\$ 40.00	\$ 3,000.00	\$ 60.00	\$ 4,500.00	\$ 30.00	\$ 2,250.00
4	Type 1 Catch Basin	3	EA	\$ 1,900.00	\$ 5,700.00	\$ 1,500.00	\$ 4,500.00	\$ 1,800.00	\$ 5,400.00
5	Drywells	1	EA	\$ 12,600.00	\$ 12,600.00	\$ 6,000.00	\$ 6,000.00	\$ 2,200.00	\$ 2,200.00
6	Asphalt Patching	101	SY	\$ 57.00	\$ 5,757.00	\$ 50.00	\$ 5,050.00	\$ 34.00	\$ 3,434.00
7	Construction Traffic Control	1	LS	\$ 500.00	\$ 500.00	\$ 5,000.00	\$ 5,000.00	\$ 3,194.00	\$ 3,194.00
8	Environmental Compliance	1	LS	\$ 50.00	\$ 50.00	\$ 1,000.00	\$ 1,000.00	\$ 250.00	\$ 250.00
9	Erosion and Sediment Control	1	LS	\$ 100.00	\$ 100.00	\$ 1,000.00	\$ 1,000.00	\$ 250.00	\$ 250.00
10	Mobilization	1	LS	\$ 1,500.00	\$ 1,500.00	\$ 3,000.00	\$ 3,000.00	\$ 1,775.00	\$ 1,775.00
<b>Base Bid Excluding Sales Tax</b>					\$ 30,208.00		\$ 45,050.00		\$ 19,519.30
<b>Sales Tax @ 7.9%</b>					\$ 2,386.43		\$ 3,558.95		\$ 1,542.02
<b>Total Bid Price for Base Bid</b>					\$ 32,594.43		\$ 48,608.95		\$ 21,061.32
<b>Item No.</b>	<b>Description</b>	<b>Quantity</b>	<b>Unit</b>	<b>Unit Price</b>	<b>Extension</b>	<b>Unit Price</b>	<b>Extension</b>	<b>Unit Price</b>	<b>Extension</b>
1	Selective Demolition	1	LS	\$ 6,000.00	\$ 6,000.00	\$ 10,000.00	\$ 10,000.00	\$ 949.50	\$ 949.50
2	Utility Relocates and Adjust to Grade	1	LS	\$ 50.00	\$ 50.00	\$ 5,000.00	\$ 5,000.00	\$ 200.00	\$ 200.00
3	Storm Drain Pipe - 12"	125	LF	\$ 38.00	\$ 4,750.00	\$ 60.00	\$ 7,500.00	\$ 30.00	\$ 3,750.00
4	Type 1 Catch Basin	4	EA	\$ 2,100.00	\$ 8,400.00	\$ 1,500.00	\$ 6,000.00	\$ 1,800.00	\$ 7,200.00
5	Drywells	2	EA	\$ 8,500.00	\$ 17,000.00	\$ 6,000.00	\$ 12,000.00	\$ 2,200.00	\$ 4,400.00
6	Asphalt Patching	315	SY	\$ 51.00	\$ 16,065.00	\$ 60.00	\$ 18,900.00	\$ 34.00	\$ 10,710.00
7	Construction Traffic Control	1	LS	\$ 500.00	\$ 500.00	\$ 5,000.00	\$ 5,000.00	\$ 5,012.00	\$ 5,012.00
8	Environmental Compliance	1	LS	\$ 50.00	\$ 50.00	\$ 5,000.00	\$ 5,000.00	\$ 750.00	\$ 750.00
9	Erosion and Sediment Control	1	LS	\$ 200.00	\$ 200.00	\$ 5,000.00	\$ 5,000.00	\$ 500.00	\$ 500.00
10	Mobilization	1	LS	\$ 2,800.00	\$ 2,800.00	\$ 8,000.00	\$ 8,000.00	\$ 3,344.00	\$ 3,344.00
<b>Base Bid Excluding Sales Tax</b>					\$ 55,815.00		\$ 82,400.00		\$ 36,815.50
<b>Sales Tax @ 7.9%</b>					\$ 4,409.39		\$ 6,509.60		\$ 2,908.42
<b>Total Bid Price for Base Bid</b>					\$ 60,224.39		\$ 88,909.60		\$ 39,723.92
<b>Total Base Bid + Additive Bids</b>					\$ 382,162.65		\$ 533,673.40		\$ 478,503.27
<b>Ecology Construction Budget</b>					\$ 470,100.00		\$ 470,100.00		\$ 470,100.00



## **CITY ATTORNEY RETAINER AGREEMENT**

### **I - PARTIES/EMPLOYMENT**

The CITY OF CLARKSTON, WASHINGTON (CITY) agrees to retain the Law Offices of Todd S. Richardson, PLLC, and said law firm ("CITY ATTORNEY") agrees to serve as CITY ATTORNEY on the terms and conditions stated below.

### **II - QUALITY OF SERVICES**

The CITY ATTORNEY shall perform all legal services covered by this Agreement in a capable and efficient manner, and in accordance with the professional and ethical standards of the Washington State Bar Association.

The CITY ATTORNEY shall make every effort to perform the duties requested by the Mayor in the time frame requested by the Mayor or as expeditiously as possible. The CITY ATTORNEY agrees to keep the CITY informed of the status of any assignment and provide a date as to when the work anticipated will be completed.

### **III - COMPENSATION**

- A. Basic Amount: The CITY shall pay the CITY ATTORNEY an amount of \$95,000.00 annually to be paid in equal monthly installments of \$7,916.66 which retainer shall be compensation for the following legal services.
1. To attend all of the regularly scheduled workshops and meetings of the City Council each month.
  2. To attend weekly or bi-weekly staff meetings as scheduled by the Mayor.
  3. To provide legal advice to the Mayor, City Council and administrative heads of the various departments of the CITY.
  4. To prepare such ordinances, resolutions and instruments as the Mayor and City Council may direct, to render legal advice on all civil matters, and to prepare or review such correspondence, contracts, easements and instruments as may be necessary and appropriate.
  5. To act as prosecutor for the CITY in the Asotin County District Court, including preparation and/or negotiation of all municipal court cases and all appeals arising therefrom.
  6. Representation of the CITY in civil litigation, except as noted under Exceptions.
  7. Such other and further legal services as requested.
- B. Additional Services: The CITY shall pay the CITY ATTORNEY for the following additional or special legal services at the rate of \$107.50 per hour, or if said services are performed by a paralegal in the CITY ATTORNEY'S office the same shall be

compensated at the rate of \$42.50 per hour.

1. Time in excess of basic retainer: Any and all hours expended on legal services with the exception of prosecutorial services in excess of 40 hours per month.
- C. Time Records: In order to determine appropriate compensation, the CITY ATTORNEY shall maintain accurate time records, copies of which shall be made available to the CITY.
- D. Billing Statement: The CITY ATTORNEY shall submit a monthly billing statement to the CITY. The billing statement shall detail the hours worked, a description of the tasks performed and reimbursable expenses. Time shall be accounted for and billed to the tenth (1/10) of the hour. The CITY ATTORNEY shall not charge for time that is excessive relative to the task or service redundant, unnecessary, or fails to provide value to the CITY commensurate with the associated fees. No premium or time added shall be charged for incorporating into the services work product from a separate engagement or undertaking. In-office conferences between attorneys of the office of the CITY ATTORNEY shall be kept at a minimum. Generally only one attorney from the office of the CITY ATTORNEY shall appear at meetings, hearings or other proceedings unless special circumstances warrant the presence of more than one attorney.
- E. Time for Payment: The CITY shall pay all compensation provided herein to the CITY ATTORNEY on a monthly basis, and within two weeks of the date on which each billing statement is received.

#### **IV - REIMBURSEMENT**

In addition to compensation for the legal services specified above, the CITY shall reimburse the CITY ATTORNEY for direct expenses incurred, and costs advanced, including but not limited to court costs, filing fees, witness fees, recording fees, copying expenses at cost, and the cost of travel, lodging and a pro-rata amount for tuition relating to meetings of Washington Cities Insurance Authority and the Washington State Association of Municipal Attorneys, if required by the CITY to attend. However, ordinary law office operating expenses, such as rent and secretarial services, shall not be compensated or reimbursed.

#### **V - EXCEPTIONS**

This agreement shall not cover legal representation relating to insurance defense, the formation and financing of local improvement districts or debts issuance, or other specialized fields where it is agreed by the parties that outside legal counsel should be retained.

#### **VI - INDEMNIFICATION AND HOLD HARMLESS**

- A. CITY ATTORNEY will at all times indemnify, hold harmless and defend the CITY, its elected officials, officers, employees, agents and representative, from

and against any and all lawsuits, damages, costs, charges, expenses, judgments and liabilities, including attorney's fees (including attorney's fees in establishing indemnification), collectively referred to herein as "losses" resulting from, arising out of, or related to one or more claims arising out of negligent acts, errors, or omissions of CITY ATTORNEY in performance under this Agreement.

- B. CITY will at all times indemnify and hold harmless and defend CITY ATTORNEY, its officers, employees, agents and representatives, from and against any and all lawsuits, damages, costs, charges, expenses, judgments and liabilities, including attorney's fees (including attorney's fees in establishing indemnification), and claims brought by third parties against CITY ATTORNEY while acting in such capacity, collectively referred to herein as "losses" resulting from, arising out of, or related to one or more claims arising out of negligent acts, errors, or omissions of the CITY in performance under this Agreement.

## VII - INSURANCE COVERAGE

During the term of this Agreement and any extension thereof, the CITY shall provide insurance coverage for the negligent acts or omissions of the CITY through the Washington Cities Insurance Authority which shall include claims by third parties made against the CITY ATTORNEY while acting in his capacity as CITY ATTORNEY. During the term of this Agreement and any extension thereof, the CITY ATTORNEY shall provide errors and omissions and malpractice coverage with limits of not less than one million dollars.

## VIII - TERM OF AGREEMENT AND TERMINATION

- A. Term of Agreement: This Agreement shall take effect on January 1, 2018 and upon full execution hereof and shall expire on December 31, 2018, with the option to renew.
- B. Termination: Either party may terminate this Agreement for good cause upon 60 days written notice to the other party.
- C. Payment Upon Termination: In the event of termination, the CITY shall only be responsible to pay for all services performed by the CITY ATTORNEY to the effective date of termination, as described in the final billing statement to the CITY.

## IX - OTHER PROVISIONS

- A. Compliance with Law. The CITY ATTORNEY shall perform all services under and pursuant to this Agreement in full compliance with any and all applicable laws, rules, and regulations adopted or promulgated by any governmental agency or otherwise.
- B. Severability. If any portion of this Agreement is changed per mutual agreement or any portion is held invalid, the remainder of the Agreement shall remain in full force and effect.
- C. Non-Waiver. The delay or failure of the CITY to insist upon strict performance of any

agreement, covenant, or condition of this Agreement, or to exercise any right herein given in any one or more instances, shall not be construed as a waiver or relinquishment of any such agreement, covenant, condition or right.

- D. Extent of Agreement/Modification. This Agreement, together with all attachments and addenda, represents the entire and integrated agreement between the parties hereto and supersedes all prior negotiations, representations or agreements, either written or oral. This Agreement may be amended, modified or added to only by written instrument properly signed by both parties hereto.
- E. Notice. Notice pursuant to this Agreement shall be given in writing to the CITY ATTORNEY to Todd Richardson, and to the CITY to Vickie Storey, City Clerk, 829 5<sup>th</sup> Street, Clarkston, WA 99403, or to such other persons and/or addresses as the CITY ATTORNEY and the CITY may designate.
- F. Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Washington.
- G. Venue. The venue for any action to enforce or interpret this Agreement shall lie in the Superior Court of Washington for Asotin County, Washington.
- H. Counterparts. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which shall constitute one and the same Agreement.

IN WITNESS HEREOF, the parties have executed this Agreement this \_\_\_\_\_ day of December, 2016.

By \_\_\_\_\_  
Todd Richardson, Attorney

CITY OF CLARKSTON

By \_\_\_\_\_  
Monika Lawrence, Mayor

By \_\_\_\_\_  
Steve Austin, City Clerk

## CONTRACT FOR INDIGENT DEFENSE SERVICES

WHEREAS, the City of Clarkston, Washington (hereinafter "City") provides indigent defense services to individuals who have been certified for representation in criminal charges before the Municipal Court (hereinafter "Municipal Court"); and WHEREAS, Neil P. Cox is a licensed attorney in good standing in the state of Washington who has been selected to perform services to indigent defense clients under contract with the City; and

WHEREAS, the City has adopted standards for public defense pursuant to the requirements of RCW 10.101.030, under Ordinance No. 1541; now, therefore,

The City and Attorney have entered into this Agreement in consideration of the mutual benefits to be derived and the mutual promises contained herein: Indigent defense services in accordance with, the standards adopted by the City in Ordinance No. 1541, as the same exists or is hereafter amended. The Attorney warrants that he/she, and every attorney and/or intern employed by the Attorney to perform services under this contract, has read and is fully familiar with the provisions of the Washington Supreme Court rule and the standards adopted by the City pursuant to Ordinance No. 1541 (hereinafter "Standards"). Compliance with these Standards goes to the essence of this Agreement. The Attorney, and every attorney and/or intern performing services under this Agreement, shall certify compliance quarterly with the District Court on the form established for that purpose by court rule. A copy of each and every such certification shall be provided to the City contemporaneously with filing with the District Court. The Attorney further warrants that his/her proposal, reflected in Section 2, Compensation, reflects all infrastructure, support, administrative services and systems necessary to comply with the Standards.

2. Compensation. The City shall pay to the Attorney for services rendered under this Contract the sum of \$41,900.00 annually to be paid in equal monthly installments.

2.1. Case Counts. The above charge is based upon the historical case count for the City of cases per year, averaging 300 Misdemeanor case per year. As provided in the Standards, the case counts also include the Attorney's appearance at all arraignment calendars. The terms "case" and credit" shall be defined as provided in the Standards. The City has adopted unweighted case count.

2.2 Adjustment. As provided in the Standards, case counts may be revised upwards based upon a variety of factors but in no event more than 400 cases per year. Upon the Attorney's request, the City shall review any particular case with the Attorney to determine whether greater weighting should be assigned, and upward revisions shall not be unreasonably refused.

2.3 Base Compensation. Except as expressly provided in Section 2.4, the cost of all infrastructure administrative, support and systems as well as standard overhead services necessary to comply with the established standards is included in the base payment provided in Section 2.1 above.

2.4 Payments in Addition to the Base Compensation. The City shall pay for the following case expenses when reasonably incurred and approved by the District Court from funds available for that purpose:

2.4.1 Discovery. Discovery shall be provided in accordance with law and court rule by the City Prosecutor. For post-conviction relief cases, discovery includes the cost to obtain a copy of the defense, prosecuting attorney making this charge or court files pertaining to the underlying case.

2.4.2 Preauthorized Non-Routine Expenses. Non-routine case Expenses requested by Attorney and preauthorized by order of the District Court. Unless the services are performed Contractor's staff or subcontractors, non-routine expenses include, but are not limited to:

- (i) medical and psychiatric evaluations;
- (ii) expert witness fees and expenses;
- (iii) interpreters for languages not commonly spoken in the City or interpreters for services other than attorney/client communication;
- (iv) polygraph, forensic and other scientific tests;
- (v) investigation expenses; and
- (vi) any other non-routine expenses the District Court finds necessary and proper for the investigation, preparation, and presentation of a case.

2.4.3 Lay Witness Fees. Lay witness fees and mileage incurred in bringing defense witnesses to court, but not including salary or expenses of law enforcement officers required to accompany incarcerated witnesses;

2.4.4 Copying Clients' Files. The cost, if it exceeds \$25, of providing one copy of a client's or former client's case file upon client's or client's appellate, post-conviction relief or habeas corpus attorney's request, or at the request of counsel appointed to represent the client when the client has been granted a new trial;

2.4.5 Copying Direct Appeal Transcripts for RAU Appeals. The cost, if it exceeds \$25, of making copies of direct appeal transcripts for representation in post-conviction relief cases. Contractor is limited to no more than two copies;

2.4.6 Records. Medical, school, birth, DIVIV, and other similar records, and 911 and emergency communication recordings and logs, when the cost of an individual item does not exceed \$75; and

2.4.7 Process Service. The cost for the service of a subpoena as long as the rate per location does not exceed the guideline amount as shown in the payment policy.

2.5 Renegotiation Due to Increases or Decreases in Case Load. The City and Attorney shall, at the option of either party, renegotiate this Contact if there is a significant increase or decrease in the number of cases assigned. "Significant decrease" and "significant increase" shall mean a decrease or increase, respectively, of more than 30

cases being assigned in an "average" calendar year or an average of 8 cases per quarter. At the request of either party, the City and Attorney will periodically review cases assignment trends, requests for additional credits and any other matters needed to determine contract compliance or necessary contract modifications.

3. Term. The term of this agreement shall be from January 1, 2018 through December 31, 2018 unless sooner terminated as provided in this Agreement.

3.1 For Cause. This agreement may be terminated for cause for violation of any material term of this agreement. "Material term" shall include any violation indicating a failure to provide representation in accordance with the rules of the court and the ethical obligations established by the Washington State Bar Association, a violation of the Standards of the provisions of Section 6 relating to insurance, conviction of a criminal charge, and/or a finding that the license of the Attorney, or any attorney providing service under this agreement, has been suspended or revoked. Any violation of the other provisions of this Contract shall be subject to cure. Written notice of contract violation shall be provided to the Attorney who shall have ten (10) business days to correct the violation. Failure to correct the violation will give rise to termination for cause at the City's discretion. In lieu of terminating this contract, the City may agree in writing to alternative corrective measures.

3.2 Termination on Mutual Agreement. The parties may agree in writing to terminate this contract at any time. Unless otherwise agreed to in writing, termination or expiration of this contract does not affect any existing obligation or liability of either party.

4. Nondiscrimination. Neither the Attorney nor any person acting on behalf of the Attorney, shall, by reason of race, creed, color, national origin, sex, sexual orientation, honorably discharged doctrine or military status, or the presence of any sensory, mental, or physical disability or the use of a trained guide dog or service animal by a person with a disability, discriminate against any person who is qualified and available to perform the work to which the employment relates, or in the provision of services under this agreement.

5. Indemnification. The Attorney agrees to hold harmless and indemnify the City, its officers, officials, agents, employees, and representatives from and against any and all claims, costs, judgments, losses, or suits including Attorney's fees or awards, and including claims by Attorney's own employees to which Attorney might otherwise be immune under Title 51 arising out of or in connection with any willful misconduct or negligent error, or omission of the Attorney, his officers or agents.

It is specifically and expressly understood that the indemnification provided herein constitutes the waiver of the Attorney's waiver of immunity under Title 51 RCW solely for the purposes of this indemnification. The parties have mutually negotiated this waiver. This clause shall survive the termination or expiration of this agreement and shall continue to be in effect for any claims or causes of action arising hereunder.

6. Insurance. The Attorney shall procure and maintain for the duration of this agreement insurance against claims for injuries to persons or property which may arise from or in connection with the performance of work hereunder by the Attorney, or the agents, representatives, employees, or subcontractors of the Attorney.

6.1 Minimum Scope of Insurance. Attorney shall obtain insurance of the types described below:

6.1.1 Automobile Liability insurance covering all owned, non-owned, hired and leased vehicles. Coverage shall be written on Insurance Services Office (ISO) form CA 00 01 or a substitute form providing equivalent liability coverage. If necessary, the policy shall be endorsed to provide contractual liability coverage.

6.1.2 Commercial General Liability insurance shall be written on ISO occurrence form CG 00 01 and shall cover liability arising from premises, operations, independent contractors, products-completed operations, personal injury and advertising injury, and liability assumed under an insured contract. The City shall be named as an insured under the Service Provider's Commercial General Liability insurance policy with respect to the work performed for the City using ISO additional insured endorsement CG 20 10 01 and CG 20 37 10 01 or substitute endorsements providing equivalent coverage.

6.1.3 Workers' Compensation coverage as required by the Industrial Insurance laws of the State of Washington.

6.1.4 Professional Liability insurance appropriate to the Attorney's profession.

6.2 Minimum Amounts of Insurance. Attorney shall maintain the following insurance limits:

6.2.1 Automobile Liability insurance with a minimum combined single limit for bodily injury and property damage of \$1,000,000 per accident.

6.2.2 Commercial General Liability insurance shall be written with limits no less than \$1,000,000 each occurrence and \$2,000,000 general aggregate.

6.2.3 Professional Liability insurance shall be written with limits no less than \$1,000,000 per claim and \$1,000,000 policy aggregate limit. The policy, shall contain no exclusion for loss, or liability relating to a claim of ineffective assistance of counsel.

6.3 Other Insurance Provisions. The insurance policies are to contain, or be endorsed to contain, the following provisions for Automobile Liability and Commercial General Liability insurance.

6.3.1 The Attorney's insurance coverage shall be primary insurance as respect to the City. Any insurance, self-insurance, or insurance pool coverage maintained by the City shall be excess of the Service Provider's insurance and shall not contribute with it.

6.3.2 The Attorney's insurance shall be endorsed to state that Coverage shall not be cancelled .by either party, except after thirty (30) days prior written notice by certified mail, return receipt requested, has been given to the City.

6.4 Acceptability of Insurers. Insurance is to be placed with insurers with a current A.M. Best rating of not less than A:VII.

6.5 Verification of Coverage. Attorney shall furnish the City with original

certificates and a copy of the amendatory endorsements, including but not necessarily limited to the additional insured endorsement, evidencing the insurance requirements of the Service Provider before commencement of the work.

7. Work Performed by Attorney. In addition to compliance with the Standards, in the performance of work under this Agreement, Attorney shall comply with all federal, state and District laws, ordinances, rules and regulations which are applicable to Attorney's business, equipment, and personnel engaged in operations covered by this Agreement or accruing out of the performance of such operations.

8. Work Performed at Attorney's Risk. Attorney shall be responsible for the safety of its employees, agents, and subcontractors in the performance of work hereunder, and shall take all protections reasonably necessary, for that purpose. All work shall be done at the Attorney's own risk, and the Attorney shall be responsible for any loss or damage to materials, tools, or other articles used or held in connection with the work. Attorney shall also pay its employees all wages, salaries and benefits required by law and provide for taxes, withholding and all other employment related charges, taxes or fees in accordance with law and IRS regulations.

9. Personal Services, No Subcontracting. This Agreement has been entered into in consideration of the Attorney's particular skills, qualifications, experience, and ability to meet the Standards incorporated in this Agreement.

10. This agreement supersedes any previous agreement entered into by the parties for this same time frame.

Therefore, the Attorney has personally signed this IN WITNESS WHEREOF, the parties have executed this Agreement on the \_\_\_\_ day of December, 2018.

CITY OF CLARKSTON

By: \_\_\_\_\_  
Monika Lawrence, Mayor

ATTEST:

By \_\_\_\_\_  
Steve Austin, City Clerk

APPROVED AS TO FORM:  
OFFICE OF THE CITY ATTORNEY:

By: \_\_\_\_\_  
Todd Richardson, City Attorney

This Agreement has been executed personally by the Attorney providing services hereunder to indicate his commitment to providing the services in accordance with the standards herein provided. In addition, the corporate entity under which the Attorney practices has executed this Agreement indicating the corporate entities' Agreement to comply with the terms of this Agreement.

Neil P. Cox      12-1-17  
NEIL P. COX                      DATE

## **CONTRACT FOR PROFESSIONAL SERVICES**

### **The City of Clarkston, Washington And The Wesley Group**

This contract entered into between the City of Clarkston, Washington, hereinafter called "City" and The Wesley Group hereinafter called "Contractor" is effective as of January 1, 2018. That for and in consideration of the mutual promises and covenants exchanged herein, the parties agree as follows:

#### **ARTICLE I - SERVICES**

A. The Contractor shall perform as principal spokesperson for the City in any and all bargaining and related contract administration services with Fire; Police; Non-Commissioned; Streets Employees; and Supervisory and Administrative employees including the development of proposals, bargaining strategy and furnishing advice to the City staff and City Council. Research essential to the above tasks will also be provided, by the Contractor, as needed. Additionally, the Contractor agrees to provide labor contract administration services as and if required upon request, including those related to grievances and arbitration, unfair labor practice charges, unit clarification petitions or other hearings before the Public Employment Relations Commission and labor contract interpretation and advice. All negotiations will begin with a communication between the Contractor and City Council.

B. Interest arbitration hearings, complex arbitrations, mediations or unfair labor practice hearings may, by agreement in advance between the parties, be billed at an additional \$80.00 per hour.

#### **ARTICLE II - AGENCY SUPPORT AND ASSISTANCE**

The City shall support the bargaining effort by providing parameters; administrative support in preparing for interest arbitration; financial and clerical support as is mutually determined to be necessary (on-site typing, copying, etc.).

#### **ARTICLE III - CONSIDERATION**

In consideration of the Contractor's performance hereunder, the City shall pay the sum of Eight Thousand Four hundred Dollars (\$8400.00). Payments shall be in twelve (12) monthly installments beginning January 1, 2018. Each monthly payment to be Seven Hundred Dollars (\$700.00). Actual mileage expense between Kennewick and Clarkston

shall be reimbursed at \$.48.5 per mile. Other essential incidental expenses incurred by the Contractor including telephone toll charges, clerical/copying, facsimile costs and other reasonable expenses such as meals and lodging incurred in the event of extended bargaining or consultation with City officials requiring overnight lodging will be reimbursed at actual cost.

**ARTICLE IV - HOLD HARMLESS**

The Contractor shall hold and save the City, its officers, agents and employees harmless from liability of any kind, including costs and expenses for and/or on account of any or all suits, judgments, or damages of any character whatsoever, resulting from injuries or damages sustained by person or persons or property by virtue of performance of this contract.

**ARTICLE V - INDEPENDENT CONTRACTOR**

The Contractor hereunder shall act in an independent capacity and not as an officer or employee or agent of the City in the performance of this contract.

**ARTICLE VI - TERM OF CONTRACT**

This contract shall be effective for the period beginning with January 1, 2018 through December 31, 2018.

Contractor:

City of Clarkston:

  
\_\_\_\_\_  
Kevin Wesley  
President  
The Wesley Group  
PO Box 7164  
Kennewick, WA 99336-0616  
Phone 509-735-6075

\_\_\_\_\_  
Mayor

\_\_\_\_\_  
City Clerk

8/9/2017  
Date

\_\_\_\_\_  
Date

**SUPPORT SERVICES AGREEMENT**  
**Between the City of Clarkston**  
**And**  
**Dawn Berreth**

This is a level of effort Victim Witness Advocacy Support Services Agreement between the City of Clarkston, a Municipal Corporation, referred to herein below as the "City" and Dawn Berreth, licensed to do business in the City of Clarkston, referred to hereinafter as the "Contractor".

1. Requirements

- A. The City requires contract victim witness advocacy support services for victims and witnesses of domestic violence for the purpose of prosecuting criminal cases brought by the City Attorney in the Municipal Court of the City of Clarkston;
- B. That the nature of the services referred to above, are described within the Victim Witness Advocacy Grant conveyed to the City through the YWCA, which is incorporated herein as if fully set forth.

2. Deliverables

- A. Prepare and deliver reports, correspondence, and other documents under the direction of and on the premises of the Office of the Chief of Police;
- B. Interview, prepare and provide out-take reports and related correspondence; coordinate all Court appearances for witnesses, victims, informants and other persons required for the prosecution of criminal litigation in the Municipal Court of the City of Clarkston, superior courts, appellate courts, or federal courts, in a timely manner and under the direction of the Police Chief;
- C. Where appropriate and within the scope of the deliverables set forth hereinabove, coordinate Docket calendars, administrative scheduling calendars, population report schedules, trial schedules, subpoena preparation activities and service instruction packets where required for victims, witnesses and law enforcement personnel;
- D. Assist the Police Chief by coordinating through word processing letters, correspondence, memoranda, telephone calls and other communications with victims, witnesses and law enforcement personnel all matters relating to victim witness advocacy.

3. Controls

- A. The Contractor shall be responsible for providing the deliverables to the City, through the Office of the Police Chief, and shall perform all tasks in conformance with W.S.B.A. Rules of Professional Conduct regarding disclosure, confidentiality, and handling of materials provided by the City during the period of performance under this Agreement. Upon termination of this Agreement, the Contractor shall inventory, account for and return any materials, papers, software or other documentation, including copies, whether computerized or hard documents to the City through the Office of the Chief of Police;

- B. Contractor may use such City facilities and equipment as are required for providing the deliverables set forth herein above; control of and access to supplies, facilities and equipment shall be under the supervision of the Chief of Police and must be within the budget limitations of the City;
- C. All products or other items prepared by the Contractor during the period of performance of this Agreement, whether complete or incomplete, shall remain the property of the City of Clarkston.

4. Payment and Terms of Agreement

In consideration for the Contractor's performance herein, the City shall pay Contractor a monthly amount to be set and paid in accordance to the terms and conditions of the Grant described herein above. The term of this Agreement shall begin on January 1, 2018 and terminate on December 31, 2018, as set forth in said grant. Loss of grant funding may cause the termination of this contract prior to this effective date.

5. Training

At the discretion of the Chief of Police, the City may reimburse the Contractor for attendance at one training each calendar year. The training shall be focused on improving the contractor's knowledge and skills specific to their duties.

6. Indemnity

Contractor shall defend, indemnify and hold the City, its officers, officials, employees and volunteers harmless from any and all claims, injuries, damages, losses or suits, including attorney fees, arising out of or resulting from the acts, errors or omissions of the Contractor in performance of this Agreement, except for injuries and damages caused by the sole negligence of the City.

7. Insurance

The Contractor shall procure and maintain for the duration of the Agreement, errors and omissions insurance against claims which may arise from or in connection with the performance of the work hereunder by the Contractor, its agents, representatives, or employees, in an amount to be determined by the City.

8. Independent Contractor

Contractor is and shall be at all times during the term of this Agreement an independent Contractor and shall indemnify and hold harmless the City from all costs associated with the wages, benefits or taxes of Contractor's employees or agents. The Contractor is required to maintain a City of Clarkston business license.

CITY OF CLARKSTON

CONTRACTOR

\_\_\_\_\_  
Monika Lawrence, Mayor

\_\_\_\_\_  
Dawn Berreth

Date: \_\_\_\_\_

Date: \_\_\_\_\_