

CITY OF CLARKSTON
CITY COUNCIL AGENDA
829 5th Street
MONDAY, August 24, 2020

1. CALL TO ORDER: 7:00 P.M.
2. PLEDGE OF ALLEGIANCE:
3. AGENDA CHANGES:
4. APPROVAL OF MINUTES: August 10, 2020 Regular Meeting
5. COMMUNICATIONS:
 - A. From the Public: **Public Comment for this meeting must be submitted by email to: saustin@clarkston-wa.com or via website form at: www.clarkston-wa.com by 5pm on 8/24/20.**
 - B. From the Mayor:
 - C. From Staff or Employees:
6. COMMITTEE REPORTS:
 - A. Finance/Admin – Audit Report on Current Bills – No Meeting
 - B. Public Safety – Did not meet
 - C. Public Works – August 18, 2020
 - D. Outside Organizations – Health District, EMS Council, Valley Vision, PTBA, SEWEDA, MPO, Regional Stormwater, Lodging Tax Advisory
7. PUBLIC HEARING: 2020 & 2021 Six Year Transportation Improvement Programs
8. UNFINISHED BUSINESS:
 - A. Council Update on Pending Litigation (City Attorney)
9. CONSENT AGENDA:
 - A. Resolution 2020-09 – 2018 Six Year Transportation Improvement Program (Public Works)
 - B. Resolution 2020-10 – 2019 Six Year Transportation Improvement Program (Public Works)
 - C. Sewer Line Access Easement (Public Works)
 - D. Conveyance of Real Property Sidewalk Right of Way (Public Works)
 - E. Palouse Area Law Enforcement Critical Incidence Response Team (Public Safety)
 - F. School Resource Officer Agreement (Public Safety)
 - G. Authorization of Funding Dept of Ecology WQC-2021-Clarks-00035 (Public Works)
 - H. Authorization of Funding Dept of Ecology WQC-2021-Clarks-00040 (Public Works)
10. NEW BUSINESS: None
11. COUNCIL COMMENTS:
12. QUESTIONS FROM THE PRESS:
13. EXECUTIVE SESSION: None
14. 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.

*****ATTENTION:** The Council meeting will be adhering to the Governor's Emergency Proclamations regarding meetings. This meeting will be held via telephone through Cisco WebEx. If you would like to join the meeting, please email your request to saustin@clarkston-wa.com or call 509-758-5541 by 5:00pm on Monday 8/24/20. ***

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

CLARKSTON CITY COUNCIL MINUTES
August 10, 2020

ROLL CALL: Skate Pierce, John Murray, Belinda Larsen, Russ Evans, and Pat Holman joined telephonically. Melyssa Andrews absent. Steven Ebert excused on a MOTION BY MURRAY/ANDREWS. Motion Carried. Melyssa Andrews excused from 7/27/20 meeting on MOTION BY MURRAY/HOLMAN. Motion Carried.

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

AGENDA CHANGES: None

APPROVAL OF MINUTES: Minutes of the July 27, 2020 Regular Meeting were approved as distributed.

COMMUNICATIONS:

- A. From the Public:** None
- B. From the Mayor:** Mayor Lawrence advised that written comments can be submitted by email or web form. Councilmember Murray asked if the City was in compliance with the open meetings act with this method. Clerk Austin advised that we were in compliance, and City Attorney Richardson confirmed. Mayor Lawrence advised that there will be a public hearing on August 24, 2020 for the 2020 and 2021 Six year transportation improvement plan. PWD Poole advised that the plan would be available on the website. Mayor Lawrence attended the meeting of the Jail Finance Committee. Trae Turner was chosen as the at large community member. Sheriff Hildebrand was selected as the chair and Turner as the vice chair. The next meeting will be Wednesday at the Asotin County Annex. Clerk Austin will be the alternate if the Mayor is unable to attend the meetings.
- C. From Staff or Employees:** City Attorney presented background information on Turner's appointment to the Jail Finance Committee. Richardson applauded the committee for choosing Turner. PWD Poole advised Council that the 2020 Sidewalk Project will begin construction tomorrow in the 2nd Street and Chestnut Street area. He advised the project should take approximately four weeks to complete.

COMMITTEE REPORTS:

Finance/Admin: Did not meet. Total expenditures for the August 10, 2020 period of \$625,069.73. MOTION BY ANDREWS/EVANS to approve the bills as read. Motion Carried

Public Safety: Mayor Lawrence advised that the Committee met on August 3, 2020. The minutes were included in the packet.

Public Works: Mayor Lawrence advised that the Committee met on August 4, 2020. The minutes were included in the packet.

Outside Organizations: Minutes are included in the packet for review.

UNFINISHED BUSINESS: None

CONSENT AGENDA: MOTION BY MURRAY/HOLMAN to approve the Consent Agenda.

Motion Carried

- A. Resolution 2020-08, Walmart Foundation Grant (Public Safety)
- B. Award Letter - FEMA (Public Safety)
- C. Proclamation of September 2020 as Childhood Cancer Awareness Month

NEW BUSINESS: None

COUNCIL COMMENTS: Councilmember Larsen commented that in the Public Safety meeting it was discussed that the EMS Council needs a community member to join the council. The committee meets quarterly. If a community member would like to be on the council, they can contact Chief White.

PRESS QUESTIONS: None

EXECUTIVE SESSION: None

ADJOURNMENT:

Meeting adjourned at 7:17pm

Steve Austin, City Clerk

Monika Lawrence, Mayor

Total Fund Expenditures 8/10/20	CK # 70958-71017	\$311,766.20
Payroll 8/5/20	CK # 70929-70956	\$313,303.53



STATE OF WASHINGTON
DEPARTMENT OF ECOLOGY

PO Box 47600 • Olympia, WA 98504-7600 • 360-407-6000
711 for Washington Relay Service • Persons with a speech disability can call 877-833-6341

August 7, 2020

The Honorable Monika Lawrence
Mayor of Clarkston
829 5th St.
Clarkston, WA 99403

Dear Mayor Lawrence:

Congratulations! The Clarkston Wastewater Treatment Plant is receiving the 2019 “Wastewater Treatment Plant Outstanding Performance” award. Of approximately 300 wastewater treatment plants statewide, yours is one of 125 that achieved full compliance with its National Pollutant Discharge Elimination System (NPDES) permit in 2019.

My staff evaluated wastewater treatment plants in Washington for compliance with the effluent limits, monitoring and reporting requirements, spill prevention planning, pretreatment, and overall operational demands of the NPDES permit.

It takes diligent operators and a strong management team, working effectively together, to achieve this high level of compliance. It is not easy to operate a wastewater treatment plant 24 hours a day, 365 days a year, without violations. Ecology appreciates the extraordinary level of effort your plant operators demonstrated throughout 2019. Talented and proficient operators are critical to successful plant operations and protecting the health of Washington’s waters. Your excellent record is a credit to the dedicated operators who are responsible for running the award-winning Clarkston Wastewater Treatment Plant.

We will announce the 2019 award recipients, including the Clarkston Wastewater Treatment Plant, in the coming weeks.

Please call Rob Buchert at 509-329-3536 if you have any questions or comments about your award.

Thank you for the excellent service your operators provide to your community and the waters of Washington.

Sincerely,

Vincent McGowan, P.E.
Water Quality Program Manager



Public Works Committee 8/18/2020

Attending: Kevin Poole, Skate Pierce and Russ Evans, Mayor Lawrence

- 1) Update on the Bridge/2nd/Diagonal. We are required to add an additional \$10,000 for WSDOT oversight on design. NEPA submitted, ROW obligation started. The Corps has responded much faster than anticipated.
- 2) 8th/Elm/Diagonal should have a design for review soon.
- 3) WWTP Master Plan will have a meeting within the next week with the consultant to go over the newest sections of the plan. U of Idaho is doing an energy audit on the WWTP. Their conclusions should be finished soon and included in the master plan. It could potentially include plans to reduce costs of operation.
- 4) 800 Block of Diagonal Easements and Right of Way dedication and conveyance. We have the ROW, but need council to authorize the Mayor to accept and get notarized and filed with the county. We also have an easement for the sewer line that runs under the building. We have a future easement for any repairs the city would have to do.
- 5) 2020 sidewalk repair project is underway. Starting at Beachview park, and moving out from there.
- 6) We were awarded grant money for stormwater. \$204,085 for study area, \$317,390 for construction. The city has identified some basin areas to establish an infiltration system to keep large amounts of water out of the stormwater drainage when we have large storm events.
- 7) Trex plastic bag recycling program from Moscow. Collection of plastic shopping bags by Trex to be recycled into decking material. Every time goals are met, Trex provides benches to the organizing group.
- 8) Memorial Park needs to be surveyed, appraised, then opened up for sealed bids, or auction. Director Poole recommends bids. We're waiting on further information from Attorney Richardson.
- 9) Code/Condemnation:
1310 10th St- Property posted for condemnation, notice has been sent. Property owner has until 8/29/20 to demolish the structure or the property will be condemned, remediated and auctioned off.

1513 8th St- Owner has been served notice. Waiting on work from city attorney

422 Morrison- Condemnation report sent to city attorney on 7/2/20. They're working on direction for moving forward

- 10) We received a notice that our WWTP is receiving an award for achieving excellence in their work. This is the 8th year in a row that they earned this award.

Steve Austin

From: Russ Evans
Sent: Wednesday, August 19, 2020 4:46 PM
To: Steve Austin
Subject: VLCV Board meeting

VLCV met August 19th

The Lodging Tax Revenue is surprisingly up this year . \$75,852 was collected an increase of 1.8% from last year. They think it's due to a Clearwater Paper shutdown and youth baseball coming to town from western Washington .

The Idaho Tavel Council Grant is in at \$99,000 .

Nez Perce County Lodging Tax revenues are down 30%.

Social media is doing very well with Facebook at #1 . There have been 6,027 hits with 14,500-page views .

Visit Idaho is #2 on social media .With the most people visiting our sites from Seattle . A large number also come from Lewiston , Boise , Spokane and Los Angeles . Many people are signing up for our VLCV newsletter.

The budget this year will remain at \$180,000 .

Unfortunately, Cruise Ships won't be visiting us until 2021 .

Steve Austin

From: Russ Evans
Sent: Sunday, August 16, 2020 3:52 PM
To: Steve Austin
Subject: PTBA

The PTBA Board met August 12th .

A Public Hearing was held for our Transit Development Plan 2020 - 2025 .

Routes are back to normal now , Monday through Friday, 6am to 7pm and Saturdays 9am to 3pm .

Weekly boarding's are increasing to 300 a week although there were 5,391 fewer boarding's

in July than there were in 2019 . A lot of this is due to social distancing inside the buses and not carrying as many passengers .

We have received 1.4 million from the Federal Cares act and are financially doing well .

Operations are looking for a new back up bus . We just sold an older bus for \$5000 .

September 3rd WSDOT will be having a public meeting dealing with The updated Transportation Plan .

4:30 to 6:30 in Asotin .

RESOLUTION NO. 2020-09

A RESOLUTION OF THE CITY OF CLARKSTON, WASHINGTON, APPROVING A SIX-YEAR TRANSPORTATION IMPROVEMENT PROGRAM, 2020-2025

WHEREAS, RCW 35.77.010 requires the City Council of the City of Clarkston to prepare and adopt a comprehensive street program for the ensuing six calendar years; and

WHEREAS, RCW 35.77.010 requires one or more public hearings on the Transportation Improvement Program; and

WHEREAS, the City Council of the City of Clarkston has held the public hearing on the Transportation Improvement Program on August 24, 2020 and prepared a comprehensive six year plan,

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

The Six Year Transportation Improvement Program, 2020-2025, which is attached hereto and incorporated herein by this reference is adopted.

DATED this 24th day of August 2020.

Monika Lawrence, Mayor

ATTEST:

Steve Austin, City Clerk



Six Year Transportation Improvement Program From 2020 to 2025

Agency: Clarkston
 County: Asotin
 MPO/RTPO: LCV/MPO

Y Inside

N Outside

Functional Class	Priority Number	A. PIN/Project No. C. Project Title D. Road Name or Number E. Begin & End Termini F. Project Description	B. STIP ID	Hearing	Adopted	Amendment	Resolution No.	Improvement Type	Utility Codes	Total Length	Environmental Type	RW Required
03		/ 9902(036) Bridge Street / Diagonal Street / 2nd Street Intersection Bridge Street 433.74 to 434.10 Improve intersection by constructing a channelized roundabout.	2019-01	09/13/18				04	C G P S T WV	0.360	CE	Yes

Funding	Status	Phase	Phase Start Year (YYYY)	Federal Fund Code	Federal Funds	State Fund Code	State Funds	Local Funds	Total Funds
	S	PE	2020	HIP(US)	54,279		0	8,472	62,751
	S	PE	2020	STP(US)	8,000		0	1,250	9,250
	S	RW	2021	STP(US)	120,000		0	15,520	135,520
	S	CN	2022	STP(US)	1,174,000		0	182,533	1,356,533
				Totals	1,356,279		0	207,775	1,564,054

Expenditure Schedule												
Phase	1st	2nd	3rd	4th	5th & 6th	Federal Funds	State Funds	Local Funds	Total Funds			
PE	72,001	0	0	0	0							
RW	135,520	0	0	0	0							
CN	0	0	1,356,533	0	0							
Totals	207,521	0	1,356,533	0	0	1,356,279	0	207,775	1,564,054			
Grand Totals for Clarkston						1,356,279	0	207,775	1,564,054			

RESOLUTION NO. 2020-10

A RESOLUTION OF THE CITY OF CLARKSTON, WASHINGTON, APPROVING A SIX-YEAR TRANSPORTATION IMPROVEMENT PROGRAM, 2021-2026

WHEREAS, RCW 35.77.010 requires the City Council of the City of Clarkston to prepare and adopt a comprehensive street program for the ensuing six calendar years; and

WHEREAS, RCW 35.77.010 requires one or more public hearings on the Transportation Improvement Program; and

WHEREAS, the City Council of the City of Clarkston has held the public hearing on the Transportation Improvement Program on August 24, 2020 and prepared a comprehensive six year plan,

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

The Six Year Transportation Improvement Program, 2021-2026, which is attached hereto and incorporated herein by this reference is adopted.

DATED this 24th day of August 2020.

Monika Lawrence, Mayor

ATTEST:

Steve Austin, City Clerk



Six Year Transportation Improvement Program From 2021 to 2026

Agency: Clarkston
 County: Asotin
 MPO/RTPO: LCV MPO

Y Inside

N Outside

Functional Class	Priority Number	A. PIN/Project No. C. Project Title D. Road Name or Number E. Begin & End Termini F. Project Description	B. STIP ID	Hearing	Adopted	Amendment	Resolution No.	Improvement Type	Utility Codes	Total Length	Environmental Type	RW Required
06		Libby Street Overlay Libby St. SR 129/6th St. to Overlay road with asphalt mat and improve or add ADA ramps at intersections.	WA-13062					05		0.630		No

Funding		Phase	Phase Start Year (YYYY)	Federal Fund Code	Federal Funds	State Fund Code	State Funds	Local Funds	Total Funds
S	CN	CN	2021	STP(US)	170,000		0	27,000	197,000
				Totals	170,000		0	27,000	197,000

Expenditure Schedule					
Phase	1st	2nd	3rd	4th	5th & 6th
CN	197,000	0	0	0	0
Totals	197,000	0	0	0	0



Washington State
Department of Transportation

Six Year Transportation Improvement Program From 2021 to 2026

Agency: Clarkston
County: Asotin
MPO/RTPO: LCV MPO

Y Inside

N Outside

Functional Class	Priority Number	A. PIN/Project No. C. Project Title D. Road Name or Number E. Begin & End Termini F. Project Description	B. STIP ID	Hearing	Adopted	Amendment	Resolution No.	Improvement Type	Utility Codes	Total Length	Environmental Type	RW Required
19	3	Granttham Elementary/ Safe Routes, Poplar St. & Surrounding Area Poplar 12th St. to 13th St. Sidewalk & safety Improvements around elementary school	WA-07043	06/27/16	06/27/16		2016-04	21	C G P S T WV	0.250	CE	No

Error: Subreport could not be shown.

Expenditure Schedule						
Phase	1st	2nd	3rd	4th	5th & 6th	
ALL	0	480,000	0	0	0	
Totals	0	480,000	0	0	0	
Grand Totals for Clarkston			Federal Funds	State Funds	Local Funds	Total Funds
			170,000	0	27,000	197,000

**DEDICATION OF PROPERTY FOR
EASEMENT FOR SEWER LINE ACCESS**

I. PARTIES

The parties to this agreement are as follows:

- 1.1 Victor and Dawna's Restaurant, LLC, a Washington limited liability company, doing business in Clarkston, Washington as Sinaloa Mexican Restaurant ("Grantor").
- 1.2 The City of Clarkston, a municipality and governmental entity located within the City of Clarkston, Asotin County, State of Washington ("Grantee").

II. RECITALS

- 2.1 Grantor is operating a restaurant on the following described real property, situated in the City of Clarkston, Asotin County, State of Washington:

Parcel I:

That portion of Lot 4, Block 8, City of Clarkston, Asotin County, Washington, described as follows:

Commencing at the Northwest corner of said Lot 4; thence due East along the North boundary of said Lot 4 a distance of 100 feet; thence due South parallel to the West boundary of said Lot 4 a distance of 132.57 feet; thence due West parallel to the North boundary of said Lot 4 a distance of 100 feet; thence due North along the West boundary of said Lot 4 a distance of 132.57 feet to the Place of Beginning, according to the recorded plat thereof.

Less and excepting therefrom that portion described on Record of Survey recorded October 17, 1990, as Instrument No. 188424.

Parcel II:

That portion of Lot 4, Block 8, West of Clarkston, Asotin County, Washington, lying East of the line parallel to and distant Easterly at right angles 100 feet from the West line of said Lot 4, Block 8, West of Clarkston, Asotin County, Washington, according to the recorded plat thereof.

Tax Parcel Nos. 6-002-08-004-0002-0000 and 1-002-08-004-0003-0000

("Dalosto Property")

2.2 Grantor's predecessor in interest built a building on the Dalosto Property over an existing City of Clarkston sewer line that bisects the Dalosto Property in a north - south direction and ties into the existing sewer in the alley to the north and south of the Dalosto property. The parties desire to confirm an easement for the existing sewer line to Grantee upon certain covenants and conditions.

2.3 Grantor desires to have Grantee install, maintain, and repair a sanitary sewer line with the usual services, valves, connections, accessories, and appurtenances for the purpose of transmitting sewer in, through, and across a portion of the Dalosto Property.

2.4 In order to provide adequate sewer services, portions of the Dalosto Property need to be deeded and dedicated to Grantee.

III. DEED OF EASEMENT

3.1 The Grantor, Victor and Dawna's Restaurant, LLC, grants and conveys by way of quitclaim deed, to the City of Clarkston, Grantee, an easement across a portion of the Dalosto Property described in section 2.2 as follows:

An easement for the existing sewer line that bisects the Dalosto Property in a

north - south direction and ties into the existing sewer in the alley to the north and south of the Dalosto property.

3.2 Subject to the conditions set forth in Section 4.5, this grant includes the right of the GRANTEE, its successors, permittees, licensees, and assigns and their agents and employees, to enter at all times upon the above-described land by using existing roads or trails or otherwise in order to survey and establish the route and location of the easement and the pipeline and to:

3.2.1 Construct, operate, patrol, repair, substitute, remove, enlarge, replace, and maintain the pipeline, services, connections, accessories and appurtenances;

3.2.2 Trim, remove, destroy, or otherwise control any trees and brush inside or outside the boundaries of the easement which may, in the opinion of the GRANTEE, interfere or threaten to interfere with or be hazardous to the construction, operation and maintenance of the pipeline;

3.2.3 Grade the land subject to this easement and extend the cuts and fills of this grading into and on the land adjacent to that which is subject to this easement to the extent GRANTEE may find reasonably necessary.

3.3 THE GRANTEE AGREES:

3.3.1 That, in connection with the construction, operating, patrolling, repairing, substituting, removing, enlarging, replacing, and maintaining of said sanitary sewer pipeline(s), it will repair, to substantially the same condition as existed prior to the beginning of operations, said land that may be disturbed by its operation. All other repairs and/or replacement of structure, landscaping and appurtenances will be at the GRANTOR'S sole expense. The GRANTEE shall not be held liable for any loss of business revenue, or disruption of business by the GRANTOR

related to activities associated with the reasonable and necessary sewer line maintenance and repairs performed by GRANTEE.

3.3.2 That, during operations involving excavation, it will remove the topsoil from the trenched area to a depth of one foot, or to the full depth of the topsoil, whichever is less, and stockpile said top soil for replacement over the trench. It will remove from the site any large rocks or surplus excavating material or any debris that may have been exposed by the excavation and remains after backfilling is completed. And, it will leave the finished surface in substantially the same condition as existed prior to the beginning of operations except that the surface of backfilled areas may be mounded sufficiently to prevent the formation of depressions after final settlement has taken place.

3.4 THE GRANTOR AGREES:

3.4.1 At no time will they build, construct, erect or maintain any permanent structure within the boundaries of said easement without the prior written consent of GRANTEE, providing however that this will not require any removal or modification of the existing building.

3.4.2 At no time will they modify the finished grade of the land over the pipeline by removal of existing soil or by placement of fill material within the boundaries of said easement without the prior written consent of the GRANTEE.

3.4.3 GRANTEE will have full and complete access at all times and any improvements built upon the easement, by the GRANTOR, that are destroyed to allow access are the responsibility of the GRANTOR.

3.4.4 The GRANTOR warrants that they are lawfully seized and possessed of the real

property described above, that they have a lawful right to convey the property, or any part of it, and that they will forever defend the title to this property against the claims of all persons.

3.4.5 The GRANTEE may peaceably hold and enjoy the rights and privileges herein granted without any interruption by the GRANTOR.

4.5 In view of the circumstances described in section 2.2 the parties agree that in the event GRANTEE needs to access or repair the existing sewer line that lies beneath the existing building that GRANTOR, at GRANTOR'S sole election and cost, shall be given the option of relocating the existing sewer line through a diversion around the existing building and providing an easement for that diversion.

4.6 The resulting easement is a covenant running with the land, and is not a personal covenant to Grantor; the terms, conditions, and provisions of the easement and agreement shall extend to and be binding upon the heirs, executors, administrators, personal representatives, and assigns of the parties hereto.

DEDICATION AND CONVEYANCE OF REAL PROPERTY

I. PARTIES

The parties to this agreement are as follows:

- 1.1 Victor and Dawna's Restaurant, LLC, a Washington limited liability company, doing business in Clarkston, Washington as Sinaloa Mexican Restaurant ("Grantor").
- 1.2 The City of Clarkston, a municipality and governmental entity located within the City of Clarkston, Asotin County, State of Washington ("Grantee").

II. RECITALS

- 2.1 Grantor is operating a restaurant on the following described real property, situated in the City of Clarkston, Asotin County, State of Washington:

Parcel I:

That portion of Lot 4, Block 8, City of Clarkston, Asotin County, Washington, described as follows:

Commencing at the Northwest corner of said Lot 4; thence due East along the North boundary of said Lot 4 a distance of 100 feet; thence due South parallel to the West boundary of said Lot 4 a distance of 132.57 feet; thence due West parallel to the North boundary of said Lot 4 a distance of 100 feet; thence due North along the West boundary of said Lot 4 a distance of 132.57 feet to the Place of Beginning, according to the recorded plat thereof.

Less and excepting therefrom that portion described on Record of Survey recorded October 17, 1990, as Instrument No. 188424.

Parcel II:

5

That portion of Lot 4, Block 8, West of Clarkston, Asotin County, Washington, lying East of the line parallel to and distant Easterly at right

angles 100 feet from the West line of said Lot 4, Block 8, West of Clarkston, Asotin County, Washington, according to the recorded plat thereof.

Tax Parcel Nos. 6-002-08-004-0002-0000 and 1-002-08-004-0003-0000

("Dalosto Property")

- 2.2 Grantor desires to convey certain portions of the above-referenced property for City sidewalk.

III. CONVEYANCE OF PROPERTY

- 3.1 The Grantors, Victor and Dawna's Restaurant, LLC, convey and quitclaim to the City of Clarkston, Grantee, the following described real property situated in the City of Clarkston, County of Asotin, State of Washington, including any after acquired title:

PARCEL I

A parcel of land located in Lot 4, Block 8, West Addition to the City of Clarkston, Section 21, Township 11 North, Range 46 East of the Willamette Meridian, Asotin County, Washington, described as follows:

BEGINNING at the northwest corner of Lot 4, thence along the north line thereof, N 89°56'13" E, 4.60 feet;
Thence leaving said north line through a non-tangent curve to the left having an arc length of 8.11 feet, a radius of 14.37 feet, the long chord of which bears S 34°58'44" W, 8.00 feet to a point on the west line of Lot 4;
Thence along the west line thereof, N 00°04'19" W, 6.55 feet to the POINT OF BEGINNING.

Containing 12 square feet, more or less.

PARCEL 2

A parcel of land located in Lot 4, Block 8, West Addition to the City of Clarkston, Section 21 Township 11 North, Range 46 East of the Willamette Meridian, Asotin County, Washington, described as follows:

COMMENCING at the northwest corner of Lot 4, thence along the north line thereof, N 89°56'13" E, 225.47 feet to the POINT OF BEGINNING:

Thence continuing along said north line, N 89°56'13" E, 7.04 feet to the northeast corner of said Lot 4;

Thence along the easterly line thereof, S 44°57'27" W, 7.22 feet;

Thence leaving said easterly line through a non-tangent curve to the left having an arc length of 5.64 feet, a radius of 6.30 feet, the long chord of which bears N 20°50'29" W 5.46 feet to the POINT OF BEGINNING.

Containing 16 square feet, more or less.

- 3.2 This conveyance, will further rely on the illustrations of the Record of Survey previously filed in Asotin County under record number 360415.

Palouse Area Law Enforcement Critical Incident Investigative Response Team

A PROTOCOL TO INVESTIGATE

OFFICER INVOLVED DEADLY FORCE INCIDENTS

IN THE COUNTIES OF

ASOTIN, GARFIELD, AND WHITMAN

AUGUST 2020

DEFINITIONS

Family

Adult persons related by blood or marriage. Persons who have a biological or legal parent-child relationship, including stepparents and stepchildren and grandparents and grandchildren.

Deadly Force

The intentional application of force through the use of firearms or any other means reasonably likely to cause death or serious physical injury. (9A.16.010)

Involved Agency

The agency by whom the involved law enforcement employee (actor) is employed or with which he/she is affiliated.

Involved Agency Liaison Officer

Supervisors from the Involved Agency that respond to and are available to the PALECIIRRT investigators at the scene of a deadly force investigation.

Involved Officer

A law enforcement officer whose act is a "factual proximate cause" of a reportable use of force that caused death, substantial bodily harm, or great bodily harm to another person.;
or

A person who intends that his/her act be a "factual proximate cause" of a reportable use of force that caused death, substantial bodily harm, or great bodily harm to another person.

Mutual Aid

Is an agreement between emergency responder agencies to lend assistance across jurisdictional boundaries when requested (RCW 10.93).

PALECIIRRT

Palouse Area Law Enforcement Critical Incident Investigative Response Team

Subject

The person who's death, substantial bodily harm, or great bodily harm is the result of the act of the Involved Officer, whether or not this result is intentional.

Team Supervisors

PALECIIRRT Supervisors shall be the rank of sergeant or higher rank from the Asotin County Sheriff's Office, Clarkston Police Department, Pullman Police Department, Whitman County Sheriff's Office, Washington State Patrol, and Washington State University Police Department.

Team Detectives

PALECIIRRT Team Detectives shall be sworn staff selected by each participating agency.

- Asotin County Sheriff or designee
- Clarkston Police Chief or designee
- Garfield County Sheriff or designee
- Pullman Police Chief or designee
- Washington State Patrol Chief or designee
- Washington State University Police Chief or designee
- Whitman County Sheriff or designee

Representatives of the Prosecutor's Office and the Coroner's Office (or equivalent) will be invited to all board meetings and their input will be solicited, but for voting purposes and decision-making, it will be the majority rule of the Board of Directors.

The Chairman of the Board of Directors will rotate every calendar year between the Board of Directors. The Chairman of the Board of Directors shall schedule a meeting of the Board in January of each year. The purpose of the meeting will be to receive a comprehensive report from the PALECI RRT Commander concerning activities of the Team over the past year, address issues pertaining to the operation and support of the Team and address changes to the PALECI RRT protocol. Special meetings may be called at any time by the Chairman of the Board. Special meetings may also be requested by the PALECI RRT Commander.

MEMBER AGENCIES

- Asotin County Sheriff's Office
- Asotin Police Department
- Clarkston Police Department
- Colfax Police Department
- Garfield County Sheriff's Office
- Palouse Police Department
- Pullman Police Department
- Washington Department of Fish and Wildlife (within participating counties)
- Washington State Patrol (within participating counties)
- Washington State University Police Department
- Whitman County Sheriff's Office

REMOVAL OF AGENCY

Member agencies may opt out of the PALECI RRT at any time by notifying the Chairman of the Board of Directors in writing.

Willful violations of the protocol agreement will be brought to the attention of the Board of Directors by the PALECI RRT Supervisors. The PALECI RRT Board of Directors, by 2/3rds vote, may elect to immediately stop the investigation and turn the investigation over to the Involved Agency. An agency failing to abide by this agreement may also be removed from the PALECI RRT by 2/3rds vote of the Board of Directors.

of the PALECIIRRT, however they are commissioned or employed by PALECIIRRT agencies.

INVOLVED AGENCY LIAISON OFFICER

The involved agency will provide a liaison to the PALECIIRRT in the rank of Sergeant or above. This liaison officer will assist with obtaining resources/assistance for the PALECIIRRT upon specific request. The liaison officer will be responsible for maintaining scene / perimeter security for the PALECIIRRT throughout the scene investigation. The involved agency liaison will not be provided with any information on the officer involved deadly force investigation and will be situated outside of the PALECIIRRT command post.

COMMUNITY REPRESENTATIVES

A minimum of two non-law enforcement community members who have ties to the communities impacted by the law enforcement use of deadly force will be selected and appointed by each participating agency. The role of the community representatives are as follows;

- Participate in the selection of PALECIIRRT investigators.
- Complete and review conflict of interest statements within 72 hours of the commencement of an officer involved deadly force investigation.
- Be present at the briefings with the involved agencies Chief or Sheriff.
- Have access to the investigative file after the Prosecutor's Office has reviewed it and it has been redacted.
- Be provided a copy of all press releases and communication to the media prior to release.
- Review notification of equipment use of the involved agency.
- Will sign a binding confidentiality agreement at the beginning of each officer involved deadly force investigation that remains in effect until the prosecutor of the jurisdiction either declines to file charges or the criminal case is concluded.

THE COUNTY PROSECUTING ATTORNEY'S OFFICE

The County Prosecutor's Office has the following roles in PALECIIRRT investigations:

- Assist and advise the investigative teams on various criminal law issues which may arise, such as Miranda, Garrity, voluntariness, search and seizure, probable cause to arrest, detentions and releases, elements of crimes, immunity, and legal defenses.
- Upon completion of the Criminal Investigation, analyze the facts of the incident as well as the relevant law to determine if criminal charges are appropriate. If so, prosecute as appropriate.

INVESTIGATIVE AUTHORITY

Once the PALECIIRRT has agreed to investigate an incident and the PALECIIRRT Commander has the appropriate resources on scene, the PALECIIRRT shall have sole and exclusive authority concerning the independent investigation of the incident. It is recognized that all participating agencies maintain written consent notifications on file with

While the Criminal Investigators do not direct their investigative attention to Administrative concerns, it is recognized that the Criminal Investigation's results are of proper interest to the Involved Agency Management for its internal use.

ACTIVATION

Automatic and Immediate - Upon the occurrence of an Officer-Involved Deadly Force incident within any of the participating counties, the invocation of this Protocol is automatically and immediately in effect, upon the request of the Involved Agency.

- A Chief of Police or the Sheriff, WSP Commander, or their designee shall make the request for the PALECIIRRT to the Whitcom Regional Dispatch Center Contact telephone number: (509) 332-2521
- Dispatch shall contact the PALECIIRRT Commander through the standard call-out instructions.
- The Investigating Agency PALECIIRRT Incident Commander shall assign a Supervisor as the Lead Supervisor. The Lead Supervisor in collaboration with the PALECIIRRT Incident Commander, shall be responsible for determining how many investigators and/or additional resources will be needed to complete a thorough, accurate, and independent investigation.

INVOLVED AGENCY RESPONSIBILITIES

- The Involved Agency shall make the initial request for the PALECIIRRT.
- Secure the incident scene and maintain the integrity of the scene.
- Set, maintain, and protect a secure and identifiable perimeter.
- Locate and preserve evanescent evidence.
- Identify and obtain contact information of witnesses.
- Photograph, video record, or take reasonable steps to document the location and scene/s for evidentiary location.
- Locate and identify witnesses and perspective locations of witnesses.
- Make all documents, reports, and information related to the investigation available to the PALECIIRRT.
- Make all department personnel and investigative equipment resources available to the PALECIIRRT.

EVIDENCE

- Evidence Storage: All evidence shall be stored under the control of an agency uninvolved in the event and within the County of occurrence, except when the Involved Agency is the Garfield County Sheriff's Office and the event occurred within Garfield County. In those instances, evidence will be stored by an agency from Whitman or Asotin Counties. The investigating agency shall ensure the involved agency has no access to the evidence until the case has been reviewed and actions decided upon by the Prosecutor's Office. The involved agency shall be responsible for storage and handling costs of extraordinary items such as vehicles, HAZMAT, etc.

SCENE SECURITY

The jurisdiction in which the incident occurred will have the responsibility for immediately securing the crime scene(s) within its territorial jurisdiction. This responsibility includes preservation of the integrity of the scene(s) and its/their contents, controlling access to the scene(s), and the identification and separation of witnesses.

The perimeter units are not part of the PALECIIRRT investigation and will remain the responsibility of the involved agency to provide security for the PALECIIRRT investigators in the scene. The only position of the perimeter units that will be relieved by the PALECIIRRT is the law enforcement officer that was initially tasked with the crime scene log.

SCENE PERIMETER

The scene(s) must be secured immediately, with a perimeter established for each scene a sufficient distance away to safeguard evidence. In most circumstances an inner (evidence) perimeter and an outer (control) perimeter are preferable.

- Access to the inner (evidence) perimeter of the scene(s) must be limited only to personnel who must enter for investigative purposes as authorized by the Incident Commander or, later, by the PALECIIRRT. A written report shall be produced by anyone entering the crime scene.
- A written log will be established as quickly as possible to identify all persons entering the inner (evidence) perimeter of the scene(s), the time of their entry and exit, and the reason for entry. This role will be relinquished to the PALECIIRRT when the PALECIIRRT takes control of the scene.

PHYSICAL EVIDENCE COLLECTION, PRESERVATION AND ANALYSIS

The Washington State Patrol Crime Laboratory, and the Washington State Patrol Crime Scene Response Team, having the capability to assist lead investigators in the documentation of the scene(s) and for assisting in the collection, preservation, and analysis of physical evidence may do so when available to the PALECIIRRT. This will be conducted outside of the involved agency personnel (unless no other reasonable alternative exists or the loss or degradation of evanescent evidence will occur if not secured / collected immediately). This evidence will be turned over to the PALECIIRRT investigators as soon as reasonably possible for documentation and logging into evidence.

Prior to final relinquishment of the scene, the lead detectives, crime scene detectives, authorized agency supervisors, and the PALECIIRRT Incident Commander will confer to determine if the collection of evidence is complete.

PUBLIC SAFETY STATEMENT

If first responding supervisors compel a public safety statement, this statement will be delivered to the Involved Agency's Internal Affairs supervisor via the Involved Agency's on scene Liaison Supervisor.

- Prompt completion and distribution of reports is essential. All involved agencies and investigators will strive for report completion and distribution within 7 days of any investigative activity. The Medical Examiner's report may be delayed beyond 30 days pending results of some scientific tests.

MEDIA RELATIONS

- PALECIRRT: Once the PALECIRRT has initiated an investigation, all PALECIRRT media releases related to the investigation shall be made by the Public Information Officer (PIO) or other official designee from the lead investigation agency with the approval of the PALECIRRT Commander for that incident. The PALECIRRT Media Release Template will be used whenever appropriate (see Appendix C). The PALECIRRT will release information typically on the day of the incident, an intermediate news release, and then a conclusory release when the complete investigation is sent to the prosecutor.
- It shall be the responsibility of the Involved Agency to determine when the involved officers' names will be released to the public, pursuant to their policies and procedures.
- THE INVOLVED AGENCY: The Involved Agency's PIO or other official designee will have the opportunity to make an initial release of information, both in person and through media release, in coordination with PALECIRRT supervisors. This will not be construed as a PALECIRRT release.
- The Involved Agency may release information as it deems appropriate. The Involved Agency is prohibited from releasing information that could affect the integrity of the investigation.

INVESTIGATOR'S MEETING

After the initial scene has been processed, the lead investigator will conduct a briefing with the primary investigators to determine what has been accomplished and what still needs to be accomplished to complete the investigation. Attendees to this meeting will consist of the investigative lieutenants, sergeants, and key detectives involved in the investigation. The Prosecutor and Coroner (or equivalent) may also attend.

COMMAND STAFF BRIEFING

Briefings will be provided to the Sheriff and/or Chief or their authorized representative for the Involved Agency from the PALECIRRT about the progress of the investigation on a limited basis. The Sheriff and/or Chief or their authorized representative for the Involved Agency may request information from the investigation be released through the PALECIRRT with the agreement of the Prosecutor's Office and the PALECIRRT Commander.

Palouse Area Law Enforcement Critical Incident Investigative Response Team

BOARD OF DIRECTORS

Asotin County Sheriff or designee **Date**

Clarkston Police Chief or designee **Date**

Garfield County Sheriff or designee **Date**

Pullman Police Chief or designee **Date**

Washington State Patrol Chief or designee **Date**

Washington State University Police Chief or designee **Date**

Whitman County Sheriff or designee **Date**

MEMBER AGENCIES

Asotin Police Department **Date**

Colfax Police Department **Date**

Palouse Police Department **Date**

Washington Department of Fish and Wildlife **Date**

**Palouse Area Law Enforcement Critical
Incident Investigative Response Team**

Conflict of Interest Form

DATE: _____

LOCATION: _____

_____ Police Department Case # _____

_____ County Sheriff's Office Case # _____

Washington State Patrol Case # _____

Involved Officer / Deputy Name: _____

Involved Officer / Deputy Name: _____

Involved Officer / Deputy Name: _____

Do you know the involved Officer / Deputy? If so do you have any personal or work conflict with the named Officer / Deputy that you believe would not allow you to conduct a complete, thorough, transparent, and legal criminal investigation of this incident?

By marking yes, you are stating you believe you have a conflict of interest.

By marking no, you are stating you do not have a conflict of interest.

Yes / No: Investigator Name: _____ DATE: _____

**Palouse Area Law Enforcement Critical
Incident Investigative Response Team**

Confidentiality Agreement for Non-Law Enforcement Community Member

Relating to

(Incident Date and Location)

I, _____ certify:

On _____ I was appointed to the Palouse Area Law Enforcement Critical Incident Investigative Response Team ("PALECIIRT") as a non-law enforcement community member. Part of my duties include potentially reviewing information collected by PALECIIRT in the course of their investigations into officer involved deadly force incidents in the Spokane County Region.

I have been briefed by the PALECIIRT lead investigator and fully understand that an essential element of maintaining the integrity of any officer involved deadly force investigation involves keeping any and all information collected by law enforcement confidential during the pendency of the officer involved deadly force investigations. Any information that may be disclosed outside of PALECIIRT or other Law Enforcement personnel could lead to endangering the integrity of the objectivity and accuracy of the investigation itself.

I also have been informed that I may not disclose any written information or data resulting from the investigation or verbally discuss the investigation to any person outside PALECIIRT at a minimum until the investigation has been reviewed by the Prosecuting Attorney and a charging decision has been made. Even after a charging decision has been made, I understand that any disclosures in any form that I make can only occur after consultation and with the approval of the PALECIIRT Investigator tasked by PALECIIRT as the Public Information Officer.

Finally, I understand that any unauthorized disclosure in any form of officer involved deadly force investigation information by myself will result in the immediate termination of my position as a non-law enforcement community member of PALECIIRT and may subject me to criminal prosecution under RCW 9A.76.020 (Obstructing a Public Officer) and RCW 10.97.120 (violation of any provision of the Washington State Criminal Records Privacy Act).

I certify under penalty of perjury under the laws of the State of Washington that the foregoing is true and correct.

DATED this ____ day of _____, 2020 in _____, Washington

Signature

Palouse Area Law Enforcement Critical Incident Investigative Response Team

Initial PALECIIRT Press Statement Template:

At approximately ((TIME)), ((LAW ENFORCEMENT AGENCY)) responded to ((LOCATION)) regarding a report of ((INITIAL CALL TYPE)).

OUTLINE VERY BASICS OF INCIDENT AS THEY APPEAR IN CAD

IF LIFESAVING MEASURES WERE TAKEN, PLEASE INDICATE – STICK TO INFORMATION IN CAD

This is preliminary information based on initial reports of the incident.

This is an ongoing investigation.

The Palouse Area Law Enforcement Critical Incident Investigative Response Team (PALECIIRT) will investigate this incident.

The PALECIIRT is comprised of agencies in Whitman and Asotin Counties, including the Asotin County Sheriff's Office, Clarkston Police Department, Pullman Police Department, Whitman County Sheriff's Office, Washington State Patrol, and Washington State University Police Department. In compliance with WAC 139-12, the involved agency personnel (INVOLVED AGENCY) will not be involved in this investigation.

- The (Agency Name) is the case managing agency for this incident. All future communications with respect to this investigation will be sent via the PALECIIRT.
- The (Agency Name) will release the name of the (deputy / officer / trooper) involved at a later time.
- The (Applicable County) Coroner's Office will release the name of the deceased, at a later date, when appropriate.
- Once the PALECIIRT investigation is complete, the case will be forwarded to the (Applicable County) County Prosecutor's Office for review.

SCHOOL RESOURCE OFFICER AGREEMENT

THIS AGREEMENT made and entered into on July 27, 2020 by and between **CLARKSTON SCHOOL DISTRICT NO. J250-185**, hereinafter referred to as the "School District" and **CLARKSTON POLICE DEPARTMENT**, hereinafter referred to as the "Police Department".

In consideration of the mutual promises and covenants herein contained, the School District and the Police Department hereby agree as follows:

ARTICLE I.

School Resource Office Program is hereby established in the Public School System of Clarkston, Washington, from August 1, 2020, to July 31, 2021.

ARTICLE II.

The Police Department shall provide a School Resource Officer, hereinafter referred to as the SRO, as follows:

A. Sites:

The Police Department shall assign one regularly employed Police Officer to provide SRO functions to the following schools:

Clarkston High School
Lincoln Middle School
Educational Opportunity Center
Grantham Elementary
Highland Elementary
Heights Elementary
Parkway Elementary

B. Schedule:

1. The SRO shall be assigned to the School District on a full-time, forty (40) hour workweek during the school year. Scheduling for the SRO while school is in session will be determined by mutual agreement of the School District administration, the SRO and the SRO's police supervisor. The SRO will not take vacation while school is in session unless specifically approved by the parties.

2. The office for the SRO will be located at CHS. The SRO will report to CHS at 7:30 a.m. and remain on duty and available to all district schools until 3:30 p.m.

3. The officer will take an hour lunch break during a time that is mutually agreed upon by the school district and the Police Chief. The lunch break will be determined as an hour when the SRO is least needed on school sites and may change as school needs change throughout the school year.

C. Duties of the School Resource Officer:

1. SRO responsibilities:

- a. The SRO may act as an instructor for specialized, short-term programs at the school (when invited to do so by the principal or member of the faculty), if available, with School District approval;
- b. The SRO may attend, when available, parent/staff meetings to solicit support and understanding of the program;
- c. The SRO may make himself available for conferences with students, parents, and staff members in order to assist them with law enforcement or crime prevention related issues;
- d. The SRO shall become familiar with all community agencies which offer assistance to the youth and their families;
- e. When available, the SRO shall participate in monthly CORE Team and Elementary Support meetings;
- f. The SRO shall assist the School District and/or principals in developing plans and strategies to prevent and/or minimize dangerous situations as well as review protocols with District Administration;
- g. The SRO shall become familiar with the emergency plans of the school district and individual buildings;
- h. The SRO shall maintain detailed and accurate records of the operation of this program as agreed upon by District Administration. This report will include:
 - i. A log describing professional development and training;
 - ii. A log describing classroom presentations:
date, school, grade, curriculum, number of students;
 - iii. A log describing presentation to district personnel:
date, audience, topic;
 - iv. A log describing student contact:
month, school, grade, situation;
 - v. A log describing participation in community and school district committees:
month, description
- i. The SRO shall be familiar with the school district policies and school building procedures relating to discipline, however, the SRO shall NOT act as a school disciplinarian;

- j. Should it become necessary to conduct formal police interviews with the students, the SRO shall adhere to school district policy, police policy, and legal requirements with regard to such interviews;
- k. The SRO shall take law enforcement action as required. The SRO shall make the principal or his designee aware of such action as soon as possible. When it is appropriate, the SRO will inform the district Superintendent or designee of the action taken;
- l. The SRO is not to be used for regularly assigned lunchroom duties, hall monitoring or other monitoring;
- m. The SRO or other assigned officer shall conduct the School District's Annual Safety Audit, in collaboration with School District's Maintenance Department, will monitor the school safety requirements as outlined in SB 5097, in order to ensure all buildings are in compliance.

ARTICLE III.

A. Duties of the School District.

1. The School District shall provide to the full-time SRO the following materials and facilities which are deemed necessary to the performance of the SRO's duties:

- a. Office space to include a desk and telephone;
- b. A cell phone to conduct school business;
- c. A file cabinet which can be properly locked and secured;
- d. Office supplies as needed to perform SRO's duties;
- e. Access to a computer for word processing, data collection and e-mail.

ARTICLE IV.

A. Financing of the SRO:

The School District shall pay to the Police Department \$76,016.16 for 180 eight (8) hour days worked between August 1, 2020 and July 31, 2021. This will be paid to the Police Department in eleven (11) monthly payments, the first being paid on October 31, 2020, and the last being paid on September 30, 2021. The Police Department will submit monthly invoices to the School District. Upon receipt of the monthly invoice and the SRO's monthly time sheet, informational logs and any other grant data, payment will be issued. The payment will be prorated to the number of eight (8) hour days worked in the month.

All liabilities for salaries, wages and any other compensation, work related injury or sickness of the SRO shall be that of the Clarkston Police Department.

ARTICLE V.

A. Employment status of the SRO:

The SRO shall remain an employee of the Clarkston Police Department, and shall not be an employee of the School District. The School District and the Police Department acknowledge that the SRO shall remain within the chain of command of the Clarkston Police Department.

ARTICLE VI.

A. Dispute Resolution--Dismissal of SRO—Replacement:

1. In the event that a principal of a school in which the SRO is working feels that the SRO is not effectively performing his duties and responsibilities, the principal or representative will provide the School District Superintendent with written notification of the complaint, including specific reasons for the complaint or dissatisfaction. The Superintendent will determine if the concern needs to be taken to the Police Chief. If the Superintendent deems that the concern needs to be taken to the Police Chief, a written notification will be sent to the Police Chief. Within a reasonable time after receiving said written notification, the Police Chief will investigate the complaint or dissatisfaction and provide feedback to the Superintendent. If the problem is not resolved to both parties satisfaction, the SRO shall be removed from the program and a replacement shall be obtained.

2. In the event that the SRO feels that the School District is not abiding by its agreement or a situation exists that is not resolved by communicating with building principals, the SRO will notify the Police Chief. If the Police Chief deems necessary, a written notification will be sent to the Superintendent of the School District. Within a reasonable time after receiving said written notification, the Superintendent will investigate the complaint or dissatisfaction and work with the Police Chief to achieve a mutually agreed upon solution.

3. The Police Department may dismiss or reassign the SRO based upon Department Policies or need. In the event that the Police Department does not have an officer available for the School Resource position, the Police Department may subcontract with another agency to provide an officer for the school district by mutual consent with the School District.

4. In the event of resignation, dismissal, reassignment, or long-term absence of the SRO, the Police Department shall provide a temporary replacement for the SRO within 15 days of receiving notice of such action. The school district must be notified immediately upon receiving that notice.

5. This agreement may be terminated by either party upon sixty (60) days written notice that any other party has failed to substantially perform in accordance with the terms and conditions of this Agreement. The Agreement may be terminated without cause by either party upon 180 days written notice.

B. Good Faith:

1. The School District, the Police Department, their agents and employees agree to cooperate in good faith in fulfilling the term of this Agreement. Unforeseen difficulties or questions will be resolved by negotiation between the Superintendent and the Chief of Police or their designees.

2. This document constitutes the full understanding of the parties and no terms, conditions, understandings, or agreement purporting to modify or vary the terms of this document shall be binding unless hereafter made in writing and signed by both parties.

3. This Agreement and each and every covenant herein shall not be capable of assignment unless the express written consent of the School District and the Police Department is obtained.

4. This Agreement constitutes a final written expression of all the terms of the Agreement and is a complete and exclusive statement of those terms.

5. The District and Clarkston Police Department agree that exchange of information shall comply with RCW 28A.600.475 regarding student information.

6. Each party will protect, defend, indemnify, and save harmless the other party, its officers, employees and agents from any and all costs, claims, judgments or awards of damages arising out of or in any way resulting from negligent acts or omissions of that party, its officers, employees or agents related to the performance of the party's duties under this Agreement. However, nothing in this agreement shall be construed to benefit third parties or to imply a special relationship between the Department and any students or employees to impose any duty other than that of a law enforcement officer serving the general public.

IN WITNESS WHEREOF, the parties have caused this Agreement to be signed by their duly authorized officers.

CLARKSTON SCHOOL DISTRICT CLARKSTON POLICE DEPARTMENT

By:  _____
Superintendent

By: _____
Mayor

Dated signed: 7/20/2020

Date signed: _____



STATE OF WASHINGTON
DEPARTMENT OF ECOLOGY

PO Box 47600 • Olympia, WA 98504-7600 • 360-407-6000
711 for Washington Relay Service • Persons with a speech disability can call 877-833-6341

August 10, 2020

Kevin Poole, Public Works Director
City of Clarkston
829 5th Street
Clarkston, Washington 99403

Christopher Clark,
City of Clarkston
829 5th Street
Clarkston, Washington 99403

clarkstonpwd@cableone.net

cclark@kellerassociates.com

Re: 2021 Clarkston Stormwater Improvements, WQC-2021-Clarks-00035
State Fiscal Year 2021 Final Water Quality Funding Offer List and Intended Use Plan

Thank you for your time and effort in applying to Ecology for funding for your water quality project in the State Fiscal Year 2021 (SFY21) Funding Cycle.

On June 18, 2020, Ecology published the SFY21 Final Water Quality Funding Offer List and Intended Use Plan⁵ (Final List). The Final List describes the projects and funding for the SFY21 Funding Cycle from the Centennial Clean Water Program (Centennial), the Clean Water Act Section 319 Nonpoint Source Fund (Section 319), the Stormwater Financial Assistance Program (SFAP), and the Washington State Water Pollution Control Revolving Fund (CWSRF).

Following the June 18, 2020 publication of the Final List you received a letter stating that Ecology's was either unable to provide any funding for your project or that Ecology was only able to provide CWSRF loan for your project. Fortunately, Ecology subsequently determined that there is sufficient SFAP grant available to fully fund your project. Because the additional SFAP grant awards totaled more than \$10.7 million for 22 projects, Ecology republished the Final List.

I am pleased to inform you that your project is being offered funding of up to \$204,085, including:

- A \$00 from CWSRF for a term of 0 years at a 0 percent interest rate.
- A \$0 Forgivable Principal loan from CWSRF that will not be required to be repaid.
- A \$204,085 grant from SFAP.
- A \$0 grant from Centennial.
- A \$0 grant from Section 319.

⁵ <https://fortress.wa.gov/ecy/publications/SummaryPages/2010017.html>

Important Notice. Based on the Washington State Department of Commerce's Growth Management Act (GMA) compliance list, your community is currently out of compliance. Ecology will not be able to sign a funding agreement until this is resolved. GMA compliance must be complete by January 31, 2021. Be sure to discuss this with your planning office so they are aware this funding is contingent on GMA compliance. If you have any questions, contact Shelly McMurry at shelly.mcmurry@ecy.wa.gov or 360-407-7132.

The final funding amount awarded for your project will be based on negotiations between you and Ecology regarding the project scope of work, budget, technical considerations, reasonableness of cost, and eligibility determinations.

Based on your application, project type, and fund source, various conditions of funding will apply; these will be addressed during the agreement negotiation process. For information on conditions that may apply, please see Ecology's [SFY21 Funding Guidelines](#)⁶ and the footnotes assigned to your project in Appendix 1 in the Final List.

All projects require cultural resources review, and most projects require environmental review. Please be aware of the requirements for your project, and implement the project schedule accordingly. If you have specific questions, please contact the Ecology Project Manager (see below) or Environmental Review Coordinator, Liz Ellis, at liz.ellis@ecy.wa.gov or (360) 407-6429.

Ecology is committed to negotiating and signing a funding agreement by January 31, 2021. To meet this timeline and ensure timely use of limited state and federal funds, it is essential that negotiations and funding agreement development begin as soon as possible.

Ecology assigned the following Grant and Loan Project Management Team for your project:

Annie Simpson	ERO	Ecology Project Manager	(509) 329-3567
Sarah Zehner	Headquarters Office, Lacey	Ecology Financial Manager	(360) 407-7196

Ecology's Project Manager will contact you soon to schedule negotiations.

Ecology appreciates your commitment to improving Washington's water quality and looks forward to working with you to complete this high priority project.

If you have any questions or concerns regarding the water quality funding programs, please contact Jeff Nejedly, Water Quality Financial Management Section Manager, at jeffrey.nejedly@ecy.wa.gov or (360) 407-6572.

Sincerely,



Vincent McGowan, PE
Water Quality
Program Manager

⁶ <https://fortress.wa.gov/ecy/publications/summarypages/1910032.html>



STATE OF WASHINGTON
DEPARTMENT OF ECOLOGY

PO Box 47600 • Olympia, WA 98504-7600 • 360-407-6000

711 for Washington Relay Service • Persons with a speech disability can call 877-833-6341

August 10, 2020

Kevin Poole,
City of Clarkston
829 5th Street
Clarkston, Washington 99403

Christopher Clark,
City of Clarkston
829 5th Street
Clarkston, Washington 99403

clarkstonpwd@cableone.net

cclark@kellerassociates.com

Re: Clarkston Poplar Street Stormwater Improvement, WQC-2021-Clarks-00040
State Fiscal Year 2021 Final Water Quality Funding Offer List and Intended Use Plan

Thank you for your time and effort in applying to Ecology for funding for your water quality project in the State Fiscal Year 2021 (SFY21) Funding Cycle.

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I am pleased to inform you that your project is being offered funding of up to \$317,390, including:

- A \$00 from CWSRF for a term of 0 years at a 0 percent interest rate.
- A \$0 Forgivable Principal loan from CWSRF that will not be required to be repaid.
- A \$317,390 grant from SFAP.
- A \$0 grant from Centennial.
- A \$0 grant from Section 319.

⁷ <https://fortress.wa.gov/ecy/publications/SummaryPages/2010017.html>

Important Notice. Based on the Washington State Department of Commerce's Growth Management Act (GMA) compliance list, your community is currently out of compliance. Ecology will not be able to sign a funding agreement until this is resolved. GMA compliance must be complete by January 31, 2021. Be sure to discuss this with your planning office so they are aware this funding is contingent on GMA compliance. If you have any questions, contact Shelly McMurry at shelly.mcmurry@ecy.wa.gov or 360-407-7132.

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All projects require cultural resources review, and most projects require environmental review. Please be aware of the requirements for your project, and implement the project schedule accordingly. If you have specific questions, please contact the Ecology Project Manager (see below) or Environmental Review Coordinator, Liz Ellis, at liz.ellis@ecy.wa.gov or (360) 407-6429.

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If you have any questions or concerns regarding the water quality funding programs, please contact Jeff Nejedly, Water Quality Financial Management Section Manager, at jeffrey.nejedly@ecy.wa.gov or (360) 407-6572.

Sincerely,



Vincent McGowan, PE
Water Quality
Program Manager

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