

**CITY OF CLARKSTON  
CITY COUNCIL AGENDA  
829 5<sup>th</sup> Street  
MONDAY, October 24, 2016**

- 1. CALL TO ORDER: 7:00 P.M.**
- 2. PLEDGE OF ALLEGIANCE:**
- 3. AGENDA CHANGES:**
- 4. APPROVAL OF MINUTES:  
October 10, 2016 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 – October 18**
  - C. Public Works –**
  - D. Administrative/Intergovernmental –**
  - E. Community Development –**
  - F. Outside Organizations – Health District, EMS Council, Valley Vision, PTBA, SEWEDA, MPO, Regional Stormwater, Lodging Tax Advisory**
  
- 7. PUBLIC HEARING:  
Public Hearing on Revenue Sources for the 2017 Budget**
  
- 8. UNFINISHED BUSINESS:**
  
- 9. NEW BUSINESS:**
  - A. Authorize Agreement with Invoice Cloud for On-line Bill Payment**
  - B. Reappoint Bob Gilbertson to Planning Commission**
  - C. Award of Design Engineering for Grantham Safety Project to TD&H**
  - D. Authorize Mayor to Sign Any Available Grant Applications for Southway Bridge Resurfacing**
  - E. Resolution No. 2016-11, Employee Handbook/Personnel Policies**
  - F. Ordinance No. 1573, Repeal CMC 2.44, Personnel Rules, 1<sup>st</sup> Reading**
  - G. Legislative Priorities - Discussion**
  
- 10. COUNCIL COMMENTS**
- 11. EXECUTIVE SESSION:  
Union Negotiations**
- 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**  
**October 10, 2016**

ROLL CALL: Terry Beadles, Belinda Campbell, Monika Beauchamp, John Murray, Brian Kolstad, Kelly Blackmon; Skate Pierce excused

**STAFF:**

Chief Cooper, Chief Hastings, PWD Martin, City Attorney Richardson, Clerk Storey

**AGENDA CHANGES:**

**APPROVAL OF:** Minutes of the September 26, 2016, Regular Meeting were approved as presented.

**COMMUNICATIONS:**

**A. From the Public:**

**B. From Mayor:**

Mayor Lawrence reported that she wrote letters of recommendation for two young women who were applying for a scholarship. One of the girls won and Mayor Lawrence will be traveling to Orlando to present the award.

Mayor Lawrence reported that the YWCA has opened an office in Clarkston which will be open several days a week at 5<sup>th</sup> & Elm.

**From Staff:**

Chief Cooper said this is fire prevention week. The department will be making presentations to the area schools and inviting classes to the station for tours and education.

Clerk Storey reported that the first public hearing on the budget will be at the next meeting. She asked council to think about how they wish to proceed with workshops.

**COMMITTEE REPORTS**

**Finance:** Councilmember Beadles reported the bills were reviewed and approved for payment. Total expenditures for September 30, 2016 of \$834.38 and for October 10, 2016 of \$344,283.13. MOTION BY BEADLES/KOLSTAD to approve the bills as read. Motion carried.

**Public Safety:** Councilmember Beadles reported on the October 4 meeting. Chief Hastings talked about staffing changes. The animal control officer has resigned and the evidence officer has retired. Those two part time positions will be combined. Civil Service will be testing for the position as well as lateral and entry level officer. Chief Hastings will be applying for a renewal of the STOP grant.

Chief Cooper will be preparing information for an Assistance to Firefighters grant. Chief Cooper updated the committee on discussions regarding reorganization of the fire department.

**Public Works:** No meeting.

**Admin Committee:** Councilmember Murray said committee discussed legislative priorities and will present a final list at the next meeting. Mayor Lawrence said that there are phone calls during session with the legislators so elected officials can talk about their concerns.

**Community Development:** No meeting.

**Outside Organizations:**

**UNFINISHED BUSINESS:**

**NEW BUSINESS:**

**COUNCIL COMMENTS:**

Councilmember Kolstad suggested that Community Development consider a resolution to change Columbus Day to Indigenous People's Day.  
Councilmember Beadles commented that the parks always look very nice.

**ADJOURNMENT:**

Meeting adjourned at 7:24 p.m.

\_\_\_\_\_  
Vickie Storey, City Clerk

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

Total Fund Expenditures, 9/30/16	Ck # 62424	\$834.38
Total Fund Expenditures, 10/12/16	Ck # 62571-62634	\$66,559.08
Payroll, 9/30/16	Ck #62533-70	\$277,724.05

DRAFT

**PUBLIC HEARING  
2017 BUDGET – REVENUE SOURCES  
CURRENT EXPENSE FUND**

REVENUE SOURCE	2016 ESTIMATED REVENUE	2017 ESTIMATED REVENUE
Property Taxes	465,000	480,000
Sales Tax	1,700,000	1,650,000
Business Taxes	767,500	761,000
Excise, Gambling Taxes	88,000	82,000
Licenses & Permits	151,000	133,000
Grants	284,373	40,000
State Entitlements	241,300	230,100
Intergovernmental	80,000	80,000
Charges for Goods & Services	15,500	5,800
Fines	78,150	77,000
Miscellaneous (includes interest)	21,600	24,000
<b>Total Actual Revenues</b>	<b>3,892,423</b>	<b>3,562,900</b>

Revenue projections for the General Fund include:

- Property Tax – A 1% property tax increase is included. Property taxes have been split 50/50 with the Street Fund.
- Sales Tax is running a 5% increase over 2015. I have projected no increase for 2017.
- Business taxes include utility or B & O taxes on gas, electricity and phones. Avista revenue is down about \$11,000 from 2015 on top of a \$6,000 decrease the prior year and they are the largest generator of this revenue.
- Gambling Taxes are projected down slightly from 2016. The major source of gambling tax is from social card games with most of the revenue generated by Lancer Casino. The owner has asked the City for relief from the tax which would reduce revenue by about \$60,000.
- Licenses & Permits, which includes business licenses and building permits, are planned down. Business license rates have not changed in several years and revenue remains pretty steady each year. Building permits for 2016 are currently about \$7,000 more than 2015. It is difficult to predict construction for 2017, so I am always a little conservative.
- Grant revenue is planned for the Narcotics Assistance program and the Domestic Violence program, as in 2016. There are no other major grants that I am aware of at this time.
- State Entitlements are anticipated to be about the same as this year. Criminal justice funds depend on the city's crime rate and are determined on the state's fiscal year. So we don't know until July if we will qualify for continued funding. The City will receive some marijuana tax revenue from the State. For the state fiscal year 2016-2017, the City will receive about \$11,500. The formula changes for fiscal Year 2017-2018 and there is not a good projection at this time.
- Intergovernmental revenue is not anticipated to change significantly.
- Court revenues are expected to be about the same in 2016 as in 2015. 2017 is planned accordingly. However, the increase in filing fees that the city agreed to last year means that we actually have a net loss in court revenue. As of the end of September we have a loss of \$327.
- Interest earnings continue to be minimal. The State Investment Pool has been earning about .5% for the last few months, an improvement over the .15% of last year. The majority of our funds are invested in other instruments earning 1% to 2%.

City of Clarkston  
Monika Lawrence  
829 5th Street  
Clarkston, WA 99403

Dear Ms. Lawrence:

I hope this email finds you well and thank you for moving forward with Invoice Cloud. The paperwork for the City of Clarkston is ready to be signed! Please follow the instructions below which correspond to the attached documents.

1. Biller Agreement
  1. Please Read
2. Biller Order Form & Invoice Parameter Sheets- Outlines services selected, contact information, and invoicing parameters for each invoice type
  1. Please Read entire document
  2. Please sign under 'Certification and Agreement' on page 2
3. PPIG- Chase's Payment Processing Instructions Guidelines which includes a summary of the processing model and the bank account the funds will be deposited into.
  1. On page 1 under section 1, please answer the question 'Has Merchant Ever Filed Bankruptcy'
  2. Please sign and date on page 2 under sections 4 'Authorized administrator for account boarding and implementation'
  3. Please sign and date on page 2 under section 5 'Certification'
  4. Please sign and include the physical address on the last page of the document.
4. New Divisions (Utility, IVR, Misc Gov Services)- Chase's standard order and set up document
  1. Please sign and date 'Section E: Signature' at the bottom of page 9
5. W9
  1. Please sign and date 'Part II: Certification' on page 1.
6. Convenience Fee Addendum- Chase's document which outlines Invoice Cloud will be charging a convenience fee, is responsible for the cost and the funds for the transaction are deposited are deposited into the City's bank account
  1. Please sign and include the physical address on the first page of the document.
7. Government Owned Addendum
  1. Please sign and date under 'Authorized Representative'
8. Fiserv Online Bank Direct (OBD) Form
  1. Please fill out the highlighted section of the document of the page on the first page.
9. MasterCard RPPS OBD Form
  1. Please print document on your letterhead, sign, and send original to our office (30 Braintree Hill Office Park, Suite 303, Braintree, MA 02184)

Please complete the instructions at your earliest convenience, and scan and email or fax (866-413-7678) the documents to my attention. If you have any questions or concerns, please let me know.

Thank you,

Carolyn Ambrose



***SUBMITTER MERCHANT***  
**PAYMENT PROCESSING INSTRUCTIONS AND GUIDELINES**

Paymentech, LLC ("*Paymentech*" or "we", "us" or "our" and the like), for itself and on behalf of JPMorgan Chase Bank, N.A. ("Member"), is very excited about the opportunity to join **Invoice Cloud, Inc.** in providing you with state-of-the-art payment processing services. When your Customers pay you through Invoice Cloud, Inc., you may be the recipient of a Card funded payment. The organizations that operate these Card systems (such as Visa U.S.A., Inc. and MasterCard International Incorporated; collectively, the "Payment Brands") require that you (i) enter into a direct contractual relationship with an entity that is a member of the Payment Brand and (ii) agree to comply with Payment Brand Rules as they pertain to applicable Card Transaction you submit through Invoice Cloud, Inc.. You are also required to fill out an Application with Paymentech. The Application provides Paymentech with information relative to your processing practices and expectations.

By executing this document, you are fulfilling the Payment Brand Rule of entering into a direct contractual relationship with a member, and you are agreeing to comply with Payment Brand Rules as they pertain to Transactions you submit for processing through the Invoice Cloud, Inc. service. We understand and acknowledge that you have contracted with Invoice Cloud, Inc. to obtain Card processing services on your behalf and that Invoice Cloud, Inc. may have agreed to be responsible for your obligations to us for such Transactions and as set forth in these guidelines.

The following information is designed to inform and assist you as we begin our relationship.

**1. Your Acceptance of Cards**

- You agree to comply with all Payment Brand Rules, as may be applicable to you and in effect from time to time. You understand that we may be required to modify these instructions and guidelines in order to comply with requirements imposed by the Payment Brands.
- In offering payment options to your customers, you may elect any one of the following options. These acceptance options above apply only to domestic transactions:
  - (1) Accept **all** types of Visa and MasterCard cards, including consumer credit and debit/check cards, and commercial credit and debit/check cards;
  - (2) Accept **only** Visa and MasterCard credit cards and commercial cards (If you select this option, you must accept all consumer credit cards (but not consumer debit/check cards) and all commercial card products, including business debit/check cards); or
  - (3) Accept **only** Visa and MasterCard consumer debit/check cards (If you select this option, you must accept all consumer debit/check card products (but not business debit/check cards) and refuse to accept any kind of credit cards).
- If you choose to limit the types of Visa and MasterCard cards you accept, you must display appropriate signage to indicate acceptance of the limited acceptance category you have selected (that is, accept only debit/check card products or only credit and commercial products).
- For recurring transactions, you must obtain a written request or similar authentication from your Customer for the goods and/or services to be charged to the Customer's Card, specifying the frequency of the recurring charge and the duration of time during which such charges may be made.

**2. Settlement**

- Upon our receipt of your Transactions, we will process your Transactions to facilitate the funds transfer between the various Payment Brands, you and Invoice Cloud, Inc.. Unless otherwise agreed to by the parties, after we receive credit for such Transactions, we will provide provisional credit to one or more of the Bank Account(s) you designate herein under the "Funding Schedule" section.
- You must not submit Transactions for payment until the goods are delivered, shipped, or the services are performed. If a Customer disputes being charged for merchandise or services before receiving them, the result may be a Chargeback to you.

**3. Chargebacks**

- You may receive a Chargeback for a number of reasons. The following are some of the most common reasons for Chargebacks, but in no way is this meant to be an exhaustive list of all Chargeback reasons:
  - (1) You do not issue a refund to a Customer upon the return or non-delivery of goods or services;
  - (2) An authorization/approval code was required and not obtained;
  - (3) The Transaction was fraudulent;

- (4) The Customer disputes the Card sale or the signature on the sale documentation, or claims that the sale is subject to a set-off, defense or counterclaim; or
- (5) The Customer refuses to make payment for a Card sale because in the Customer's good faith opinion, a claim or complaint has not been resolved, or has been resolved by you but in an unsatisfactory manner.

**4. Data Security and Privacy**

- By signing below, you represent to us that you **do not** have access to any Card Information (such as the Customer's primary account number, expiration date, security code or personal identification number) and you will not request access to such Card Information from Invoice Cloud, Inc.. In the event that you do happen to receive Card Information in connection with the processing services provided by Invoice Cloud, Inc. or Paymentech under these guidelines, you agree that you will not use it for any fraudulent purpose or in violation of any Payment Brands or applicable law and you will comply with all applicable Payment Brand Rules and Security Standards. If at any time you believe that Card Information has been compromised, you must notify us promptly and assist in providing notification to the proper parties. You must ensure your compliance with all Security Standards that are applicable to you and which may be published from time to time by the Payment Brands. If any Payment Brand requires an audit of you due to a data security compromise event or suspected event, you agree to cooperate with such audit. You may not use any Card Information other than for the sole purpose of completing the Transaction authorized by the Customer for which the information was provided to you, or as specifically allowed by Payment Brand Rules, or required by law. In the event of your failure, including bankruptcy, insolvency or other suspension of business operations, you shall not sell, transfer or disclose any materials that contain Transaction information or Card Information to third parties.

**5. Funding Schedule**

- In order to receive funds from Paymentech, you must maintain one or more bank account(s) at a bank that is a member of the Automated Clearing House ("ACH") system and the Federal Reserve wire system (the "Bank Account"). You must designate at least one Bank Account for the deposit and settlement of funds and the debit of any fees and costs associated with Paymentech's processing of the Transactions (all such designated Bank Accounts shall be collectively referred to herein as the "Settlement Account"). You authorize Paymentech to initiate electronic credit and debit entries and adjustments to your Settlement Account in accordance with this Section 5. We will not be liable for any delays in receipt of funds or errors in Settlement Account entries caused by third parties, including but not limited to delays or errors by the Payment Brands or your bank.
- Unless otherwise agreed to by the parties, the proceeds payable to the Settlement Account shall be equal to the amounts received by us in respect of your Card transactions less all Chargebacks, Customer refunds and other applicable charges. Such amounts will be paid into the Settlement Account promptly following our receipt of the funds. If the proceeds payable to the Settlement Account do not represent sufficient credits, or the Settlement Account does not have a sufficient balance to pay amounts due from you under these guidelines, we may pursue one or more of the following options: (i) demand and receive immediate payment for such amounts; (ii) debit a Bank Account for the amount of the negative balance; (iii) withhold settlement payments to the Settlement Account until all amounts are paid, (iv) delay presentation of refunds until a payment is made to us of a sufficient amount to cover the negative balance; and (v) pursue any remedies we may have at law or in equity.
- Unless and until we receive written instructions from you to the contrary, all amounts payable by Paymentech to you will be deposited in the Settlement Account designated and authorized by you as set forth below:

Name of Bank: Twin River National Bank

ABA No.: 123103596

Account No.: 0160014123

Account Name: City of Clarkston

Reference: \_\_\_\_\_

**6. Definitions**

“**Application**” is a statement of your financial condition, a description of the characteristics of your business or organization, and related information you have previously or concurrently submitted to us, including credit and financial information.

“**Card**” is an account, or evidence of an account, authorized and established between a Customer and a Payment Brand, or representatives or members of a Payment Brand that you accept from Customers as payment for a good or service. Payment Instruments include, but are not limited to, credit and debit cards, stored value cards, loyalty cards, electronic gift cards, authorized account or access numbers, paper certificates and credit accounts.

“**Chargeback**” is a reversal of a Transaction you previously presented to Paymentech pursuant to Payment Brand Rules.

“**Customer**” is the person or entity to whom a Card is issued or who is otherwise authorized to use a Payment Instrument.

“**Member**” is JPMorgan Chase Bank, N.A. or other entity providing sponsorship to Paymentech as required by all applicable Payment Brand. Your acceptance of Payment Brand products is extended by the Member.

“**Payment Brand**” is any payment method provider whose payment method is accepted by Paymentech for processing, including, but not limited to, Visa, U.S.A., Inc., MasterCard International, Inc., Discover Financial Services, LLC and other credit and debit card providers, debit network providers, gift card and other stored value and loyalty program providers. Payment Brand also includes the Payment Card Industry Security Standards Council.

“**Payment Brand Rules**” are the bylaws, rules, and regulations, as they exist from time to time, of the Payment Brands.

“**Card Information**” is information related to a Customer or the Customer’s Card, that is obtained by you or Invoice Cloud, Inc. from the Customer's Card, or from the Customer in connection with his or her use of a Card (for example a security code, a PIN number, or the customer's zip code when provided as part of an address verification system). Without limiting the foregoing, such information may include a the Card account number and expiration date, the Customer’s name or date of birth, PIN data, security code data (such as CVV2 and CVC2) and any data read, scanned, imprinted, or otherwise obtained from the Payment Instrument, whether printed thereon, or magnetically, electronically or otherwise stored thereon.

“**Paymentech**”, “**we**”, “**our**”, and “**us**” is Paymentech, LLC, a Delaware limited liability company, having its principal office at 14221 Dallas Parkway, Dallas, Texas 75254.

“**Security Standards**” are all rules, regulations, standards or guidelines adopted or required by the Payment Brands or the Payment Card Industry Security Standards Council relating to privacy, data security and the safeguarding, disclosure and handling of Payment Instrument Information, including but not limited to the Payment Card Industry Data Security Standards (“PCI DSS”), Visa’s Cardholder Information Security Program (“CISP”), Discover’s Information Security & Compliance Program, American Express’s Data Security Operating Policy, MasterCard’s Site Data Protection Program (“SDP”), Visa’s Payment Application Best Practices (“PABP”), the Payment Card Industry’s Payment Application Data Security Standard (“PA DSS”), MasterCard’s POS Terminal Security program and the Payment Card Industry PIN Entry Device Standard, in each case as they may be amended from time to time.

“**Transaction**” is a transaction conducted between a Customer and you utilizing a Card in which consideration is exchanged between the Customer and you.

Please acknowledge your receipt of these instructions and guidelines and your agreement to comply therewith.

**Agreed and Accepted by:**

City of Clarkston  
MERCHANT LEGAL NAME (Print or Type)

Address (Print or Type)

By (authorized signature)

By, Name, Title (Print or Type)

Date

**Agreed and Accepted by:**

PAYMENTECH, LLC for itself and on behalf of  
JPMORGAN CHASE BANK, N.A.

By: \_\_\_\_\_

Print Name: David Miller

Title: Vice President, Credit Operations

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

Address: 4 Northeastern Boulevard, Salem, NH 03079

## Billor Agreement

**1. License Grant & Restrictions.** Subject to execution by Billor of the Invoice Cloud Billor Order Form incorporating this Agreement, Invoice Cloud hereby grants Billor a non-exclusive, non-transferable, worldwide right to use the Service described on the Billor Order Form until termination as provided herein, solely for the following purposes, and specifically to bill and receive payment from Billor's own customers, for Services that are referenced in the Billor Order Form. All rights not expressly granted to Billor are reserved by Invoice Cloud and its licensors.

Billor will provide to Invoice Cloud all Billor Data generated for Billor's Customers. Unless otherwise expressly agreed to in writing by Invoice Cloud to the contrary, Invoice Cloud will process all of Billor's Customers' Payment Instrument Transactions requirements related to the Billor Data and will do so via electronic data transmission according to our formats and procedures for each electronic payment type selected in the Billor Order Form. In addition, Billor will sign all third party applications and agreements required for the Service including without limitation payment and credit card processing agreements and merchant agreements. For invoice types listed on the Order Form (e.g. real estate taxes, utility bills, birth certificates, parking tickets, event tickets, etc.), Billor will not use the credit card processing, ACH or check processing of any bank, payment processor, entity, or person, other than Invoice Cloud via electronic data transmission or the authorization or processing of Billor's Customers' Payment Instrument Transactions for each electronic payment type selected in the Billor Order Form throughout the term of this Agreement.

Billor shall not: (i) license, sublicense, sell, resell, transfer, assign, distribute or otherwise commercially exploit or make available to any third party the Service in any way; (ii) modify or make derivative works based upon the Service; (iii) Recreate, "frame" or "mirror" any portion of the Service on any other server or wireless or Internet-based device; (iv) reverse engineer or access the Service; or (v) copy any features, functions or graphics of the Service.

**2. Privacy & Security.** Invoice Cloud's privacy and security policies may be viewed at <http://www.invoicecloud.com/privacy.html>. Invoice Cloud reserves the right to modify its privacy and security policies in its reasonable discretion from time to time which modification shall not materially adversely impact such policies. With respect to Protected Health Information (as defined in 45 C.F.R 160.103), Invoice Cloud will enter into a Business Associate Agreement pursuant to 45 CFR part 160 and 164. Invoice Cloud will maintain compliance with current required Payment Card Industry (PCI) standards and Cardholder Information Security standards.

**3. Account Information and Data.** Invoice Cloud does not and will not own any Customer Data, in the course of providing the Service. Billor, not Invoice Cloud, shall have sole responsibility for the accuracy, quality, integrity, legality, and reliability of, and obtaining the intellectual property rights to use and process all Customer Data. In the event this Agreement is terminated, Invoice Cloud will make available to Billor a file of the Customer Data within 30 days of termination of this Agreement (or at a later time if required by applicable law), if Billor so requests at the time of termination. Invoice Cloud reserves the right to remove and/or discard Customer Data with 30 days notice except as prohibited by applicable law or in the event of exigent circumstances which makes prior notice impracticable, and in which case, notice will be provided promptly thereafter.

**4. Confidentiality / Intellectual Property Ownership.** Invoice Cloud agrees that it may be furnished with or otherwise have access to Customer Data that the Billor's customers considers being confidential. Invoice Cloud agrees to secure and protect the Customer Data in a manner consistent with the maintenance of Invoice Cloud's own Confidential Information, using at least as great a degree of care as it uses to maintain the confidentiality of its own confidential information, but in no event use less than commercially reasonable measures. Invoice Cloud will not sell, transfer, publish, disclose, or otherwise make available any portion of the Customer Data to third parties, except as required to perform the Services under this Agreement or otherwise required by applicable law.

Invoice Cloud (and its licensors, where applicable) owns all right, title and interest, including all related Intellectual Property Rights, in and to the Invoice Cloud Technology, the Content and the Service and any enhancement requests, feedback, integration components, suggestions, ideas, and application programming interfaces, recommendations or other information provided by Billor or any other party relating to the Service. In the event any such intellectual property rights in the Invoice Cloud Technology, the Content or the Service do not fall within the specifically enumerated works that constitute works made for hire under applicable copyright laws or are deemed to be owned by Invoice Cloud, Billor hereby irrevocably, expressly and automatically assigns all right, title and interest worldwide in and to such intellectual property rights to Invoice Cloud. The Invoice Cloud name, the Invoice Cloud logo, and the product names associated with the Service are trademarks of Invoice Cloud or third parties, and no right or license is granted to use them.

Billor agrees that during the course of using or gaining access to the Service (or components thereof) it may be furnished with or otherwise have access to information that Invoice Cloud considers to be confidential including but not limited to Invoice Cloud Technology, customer and/or prospective customer information, pricing and financial information of the parties which are hereby deemed to be Invoice Cloud Confidential Information, or any other information by its very nature constitutes information of a type that any reasonable business person would conclude was intended by Invoice Cloud to be treated as proprietary, confidential, or private (the "Confidential Information"). Billor agrees to secure and protect the Confidential Information in a manner consistent with the maintenance of Invoice Cloud's rights therein, using at least as great a degree of care as it uses to maintain the confidentiality of its own confidential information, but in no event use less than reasonable efforts. Billor will not sell, transfer, publish, disclose, or otherwise make available any portion of the Confidential

## Billers Agreement

Information of the other party to third parties (and will ensure that its employee and agents abide by the requirements hereof), except as expressly authorized in this Agreement or otherwise required by applicable law.

**5. Billing and Renewal.** Invoice Cloud fees for the Service are provided on the Biller Order Form. Invoice Cloud's fees are exclusive of all taxes, levies, or duties imposed by taxing authorities, Invoice Cloud may assess and/or collect such taxes, levies, or duties against Biller and Biller shall be responsible for payment of all such taxes, levies, or duties, excluding only United States (federal or state) taxes based solely on Invoice Cloud's income. All payment obligations are non-cancellable and all amounts or fees paid are non-refundable. Unless Invoice Cloud in its discretion determines otherwise, all fees will be billed in U.S. dollars. If Biller believes Biller's bill or payment is incorrect, Biller must provide written notice to Invoice Cloud within 60 days of the earlier of the invoice date, or the date of payment, with respect to the amount in question to be eligible to receive an adjustment or credit; otherwise such bill or payment is deemed correct. Invoice Cloud reserves the right to modify any pricing with respect to fees owed by the Biller upon thirty days written notice to Biller based on increases incurred by Invoice Cloud on fees, assessments, and the like from credit card processors, bank card issuers, payment associations, ACH and check processors.

**6. Term and Termination.** The initial term of this Agreement shall be for a period of three (3) years ("**Initial Term**") commencing on the Effective Date on the Biller Order Form and will renew for each of additional successive three (3) year terms ("**Renewal Term**") unless terminated as set forth herein. This Agreement may be terminated by either party effective at the end of the Initial or any Renewal Term by such party providing written notice to the other party of its intent not to renew no less than ninety (90) days prior to the expiration of the then-current term. Additionally, this Agreement may be terminated by either party with cause in the event of a material breach of the terms of this Agreement by the other party and the breach remains uncured for a period of 30 days following receipt of written notice by the breaching party. For example, any unauthorized use of the Invoice Cloud Technology or Service by Biller, or its authorized users will be deemed a material breach of this Agreement. Upon any early termination of this Agreement by Invoice Cloud as a result of the breach, Biller shall remain liable for all fees and charges incurred, and all periodic fees owed through the end of the calendar month following the effective date of termination. Upon any termination or expiration of this Agreement, Biller's password and access will be disabled and Biller will be obligated to pay the balance due on Biller's account computed in accordance with the Charges and Payment of Fees section above. Biller agrees that Invoice Cloud may charge such unpaid fees to Biller's Debit Account or credit card or otherwise bill Biller for such unpaid fees.

**7. Invoice Cloud Responsibilities.** Invoice Cloud represents and warrants that it has the legal power and authority to enter into this Agreement. Invoice Cloud warrants that the Service will materially perform the functions that the Biller has selected on the Order Form under normal use and circumstances and that Invoice Cloud shall use commercially reasonable measures with respect to Customer Data to the extent that it retains such, in the operation of the Service; provided that the Biller shall maintain immediately accessible backups of the Customer Data. In addition, Invoice Cloud will, at its own expense, as the sole and exclusive remedy with respect to performance of the Service, correct any Transaction Data to the extent that such errors have been caused by Invoice Cloud or by malfunctions of Invoice Cloud's processing systems.

**8. Limited Warranty** EXCEPT AS PROVIDED IN SECTION 7, THE SERVICES AND ALL CONTENT AND TRANSACTION DATA IS PROVIDED WITHOUT ANY EXPRESS, OR IMPLIED WARRANTY, INCLUDING, WITHOUT LIMITATION, ANY IMPLIED WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND ALL OTHER WARRANTIES ARE HEREBY DISCLAIMED TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW BY INVOICE CLOUD AND ITS LICENSORS AND PAYMENT PROCESSORS. INVOICE CLOUD AND ITS LICENSORS AND PAYMENT PROCESSORS DO NOT REPRESENT OR WARRANT THAT (A) THE USE OF THE SERVICE WILL BE UNINTERRUPTED OR ERROR-FREE, OR OPERATE IN COMBINATION WITH ANY OTHER HARDWARE, SOFTWARE, SYSTEM OR DATA, (B) THAT THE SERVICE WILL NOT DELAY IN PROCESSING OR PAYING, OR (C) THE SERVICE WILL MEET REQUIREMENTS WITH RESPECT TO SIZE OR VOLUME. Invoice Cloud's service may be subject to limitations, delays, and other problems inherent in the use of the internet and electronic communications. Invoice cloud is not responsible for any delays, delivery failures, or other damage resulting from such problems. Biller represents and warrants that Biller has not falsely identified itself nor provided any false information to gain access to the Service and that Biller's billing information is correct.

**9. Biller's Responsibilities.** Biller represents and warrants that it has the legal power and authority to enter into this Agreement. Biller is responsible for all activity occurring under Biller's accounts and shall abide by all applicable laws, and regulations in connection with Biller's and/or its customers' and a payers' use of the Service, including those related to data privacy, communications, export or import of data and the transmission of technical, personal or other data. Biller shall: (i) notify Invoice Cloud immediately of any unauthorized use of any password or account or any other known or suspected breach of security; (ii) report to Invoice Cloud and immediately stop any copying or distribution of Content that is known or suspected to be unauthorized by Biller or Biller's Users; and (iii) not impersonate another Invoice Cloud user or provide false identity information to gain access to or use the Service. Invoice Cloud is not responsible for any Biller postings in error due to delayed notification from credit card processor, ACH bank and other related circumstances.

Biller is required to ensure that it maintains a fair policy with regard to the refund, return or cancellation of services and adjustment of Transactions. Biller is also required to disclose a refund, return or cancellation policies to Invoice Cloud and any applicable payment processors and Biller's Customers, as requested. Any change in a return/ cancellation policy must be submitted to Invoice Cloud, in writing, not less than 21 days prior to the effective date of such change. If Biller allows or is required to provide a price adjustment, or cancellation of services in connection with a Transaction previously processed, Biller will prepare and deliver to Invoice Cloud Transaction Data reflecting

## Billor Agreement

such refund/adjustment within 2 days of resolution of the request resulting in such refund/adjustment. The amount of the refund/adjustment cannot exceed the amount shown as the total on the original Transaction Data. Biller may not accept cash or any other payment or consideration from a Customer in return for preparing a refund to be deposited to the Customer's account; nor may Biller give cash/check refunds to a Customer in connection with a Transaction previously processed, unless required by applicable law

**10. Indemnification.** Invoice Cloud shall indemnify and hold Biller, employees, attorneys, and agents, harmless from any losses, liabilities, and damages (including, without limitation, Biller's costs, and reasonable attorneys' fees) arising out: (i) failure by Invoice Cloud to implement commercially reasonable measures against the theft of the Customer Data; or (ii) its total failure to deliver funds processed by Invoice Cloud as required hereunder (which relates to payments due from Invoice Cloud for Transaction Data). This indemnification does not apply to any claim or complaint relating to Biller's failure to resolve a payment dispute concerning debts owed to Biller or Biller's negligence or willful misconduct or violation of any applicable agreement or law.

Biller shall indemnify and hold Invoice Cloud, its licensors and Invoice Cloud's, subsidiaries, affiliates, officers, directors, employees, attorneys, agents, and payment processors harmless from and against any and all claims, costs, damages, losses, liabilities and expenses (including attorneys' fees and costs) arising out of or in connection with any claim, cause of action, lawsuit, administrative or criminal investigation, charge, action or claim alleging: (i) that use of the Customer Data infringes the rights of a third party; (ii) a violation by Biller of Biller's representations and warranties or the breach by Biller or Biller's Users of this Agreement including without limitation incomplete or inaccurate Transaction Data; or (iii) relating directly or indirectly to Biller's or its authorized users' use of the Service.

**11. Limitation of Liability.** INVOICE CLOUD'S AGGREGATE LIABILITY SHALL BE UP TO AND NOT EXCEED THE AMOUNTS ACTUALLY PAID BY AND/OR DUE FROM BILLER IN THE TWELVE (12) MONTH PERIOD IMMEDIATELY PRECEDING THE EVENT GIVING RISE TO SUCH CLAIM. IN NO EVENT SHALL INVOICE CLOUD AND/OR ITS LICENSORS BE LIABLE TO ANYONE FOR ANY INDIRECT, PUNITIVE, SPECIAL, EXEMPLARY, INCIDENTAL, CONSEQUENTIAL (INCLUDING LOSS OF DATA, REVENUE, PROFITS, USE OR OTHER ECONOMIC ADVANTAGE) ARISING OUT OF, OR IN ANY WAY CONNECTED WITH THIS SERVICE, EVEN IF THE PARTY FROM WHICH DAMAGES ARE BEING SOUGHT OR SUCH PARTY'S LICENSORS HAVE BEEN PREVIOUSLY ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. Certain states and/or jurisdictions do not allow the exclusion of implied warranties or limitation of liability for incidental, consequential or certain other types of damages, so the exclusions set forth above may not apply to Biller.

**12. Export Control.** The Biller agrees to comply with United States export controls administered by the U.S. Department of Commerce, the United States Department of Treasury Office of Foreign Assets Control, and other U.S. agencies.

**13. Notice.** Either party may give notice by electronic mail to the other party's email address (for Biller, that address on record on the Biller Order Form, or by written communication sent by first class mail or pre-paid post to the other party's address on record in Invoice Cloud's account information for Biller, and for Invoice Cloud, to Invoice Cloud, Inc., 30 Braintree Hill Office Park, Suite 303, Braintree, MA 02184 Attention: Client Services. Such notice shall be deemed to have been given upon the expiration of 48 hours after mailing or posting (if sent by first class mail or pre-paid post) or 12 hours after sending (if sent by email).

**14. Assignment.** This Agreement may not be assigned by either party without the prior written approval of the other party, but may be assigned without such party's consent to (i) a parent or subsidiary, (ii) an acquirer of assets, or (iii) a successor by merger. Any purported assignment in violation of this section shall be void.

### 15. Insurance.

Invoice Cloud agrees to maintain in full force and effect during the term of the Agreement, at its own cost, the following coverages:

- a. Commercial General or Business Liability Insurance with minimum combined single limits of One Million (\$1,000,000) each occurrence and Two Million (\$2,000,000) general aggregate.
- b. Umbrella Liability Insurance with minimum combined single limits of Five Million (\$5,000,000) each occurrence and Five Million (\$5,000,000) general aggregate.
- c. Automobile Liability Insurance with minimum combined single limits for bodily injury and property damage of not less than One Million (\$1,000,000) for any one occurrence, with respect to each of the Invoice Cloud's owned, hired or non-owned vehicles assigned to or used in performance of the Services.
- d. Errors and Omissions Insurance (Professional Liability and Cyber Insurance) with limits of liability of at least One Million Dollars (\$1,000,000) per claim and in the aggregate.

**16. Immigration Laws.** For Services performed within the United States, Invoice Cloud will assign only personnel who are either citizens of the United States or legally eligible to work in the United States. Invoice Cloud represents and warrants that it has complied and will comply with all applicable immigration laws with respect to the personnel assigned to the Biller.

## Biller Agreement

**17. General.** With respect to agreements with municipalities, localities or governmental authorities, this Agreement shall be governed by the law of the state wherein such municipality, locality or governmental authority is established, without regard to the choice or conflicts of law provisions of any jurisdiction. With respect to Billers who are not with municipalities, localities or governmental authorities, this Agreement shall be governed by Massachusetts law and controlling United States federal law, without regard to the choice or conflicts of law provisions of any jurisdiction. No text or information set forth on any other purchase order, preprinted form or document (other than an Biller Order, if applicable) shall add to or vary the terms and conditions of this Agreement. If any provision of this Agreement is held by a court of competent jurisdiction to be invalid or unenforceable, then such provision(s) shall be construed, as nearly as possible, to reflect the intentions of the invalid or unenforceable provision(s), with all other provisions remaining in full force and effect. No joint venture, partnership, employment, or agency relationship exists between Biller and Invoice Cloud as a result of this agreement or use of the Service. The failure of either party to enforce any right or provision in this Agreement shall not constitute a waiver of such right or provision unless acknowledged and agreed to by Invoice Cloud in writing. All rights and obligations of the parties in Sections 4, 6, 10, 11, 13 and 17 shall survive termination of this Agreement. This Agreement, together with any applicable Biller Order Form, comprises the entire agreement between Biller and Invoice Cloud and supersedes all prior or contemporaneous negotiations, discussions or agreements, whether written or oral between the parties regarding the subject matter contained herein. Biller agrees that Invoice Cloud can disclose the fact that Biller is a paying customer and the edition of the Service that Biller is using.

Additional terms and conditions and definitions applicable to this Agreement and the Biller Order Form are found at [www.invoicecloud.com/termsandconditions](http://www.invoicecloud.com/termsandconditions) and are agreed to by Invoice Cloud and the Biller.

**RESOLUTION NO. 2016-11**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CLARKSTON, WASHINGTON, REGARDING PERSONNEL POLICIES AND BENEFITS AND CREATING AND ADOPTING AN EMPLOYEE HANDBOOK.**

WHEREAS, the City of Clarkston believes it is in the best interest of the City and our employees to have written personnel policies to prevent misunderstandings and problems and to ensure that all employees know what is expected of them;

AND WHEREAS, this handbook has been prepared as a guide and reference for employees. Nothing in this handbook creates an express or implied contract or promise concerning the City of Clarkston's policies or practices, including policies or practices it will implement in the future. The City retains the right to establish, change, and abolish these policies, practices, rules and regulations at will and as it sees fit.

AND WHEREAS, this employee handbook will replace Clarkston Municipal Code Chapter 2.44;

NOW THEREFORE, the City Council of the City of Clarkston, Washington does resolve as follows:

The Mayor and City Clerk are hereby authorized and directed to execute said personnel policies, a copy of which is attached hereto and by this reference made part hereof, as the official Employee Handbook for the City of Clarkston.

The effective date of this resolution shall be November 14, 2016.

DATED this \_\_\_\_\_ day of October, 2016

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

Attest:

\_\_\_\_\_  
Vickie Storey, City Clerk

**Resolution No. 2016-11**  
**CITY OF CLARKSTON**  
**PERSONNEL MANUAL / EMPLOYEE HANDBOOK**  
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ORDINANCE NO. 1573

AN ORDINANCE REPEALING CLARKSTON MUNICIPAL CODE CHAPTER 2.44, WHICH ESTABLISHED PERSONNEL RULES FOR THE CITY OF CLARKSTON

WHEREAS, the City has adopted Resolution No. 2016-11, establishing an employee handbook which sets forth personnel policies and expectations, which will replace CMC 2.44;

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

SECTION 1.0,

**Repealer**

The following ordinances as codified in Clarkston Municipal Code Chapter 2.44 are hereby repealed:

- Ordinance No. 985, City Personnel Policy, enacted December 10, 1985.
- Ordinance No., 1017, Amending Employee Probationary Period, enacted October 27, 1986.
- Ordinance No. 1399, Amending Travel Allowance, enacted October 24, 2005
- Ordinance No. 1190, Anti-Harassment Policy, enacted November 14, 1994.
- Ordinance No. 1105, Amending Personnel Policy, enacted December 20, 1990.
- Ordinance No. 1321, Amending Vacation Accrual, enacted May 8, 2000
- Ordinance No. 1030, Amending Vacation Accrual Method, enacted June 22, 1987.
- Ordinance No. 1232. Amending Sick Leave Policy, enacted May 28, 1996
- Ordinance No. 1079, Increasing Longevity Pay, enacted December 29, 1989.
- Ordinance No. 1233, Amending Life Insurance, enacted May 28, 1996
- Ordinance No. 1125, Shared Leave Policy, enacted December 23, 1991.

SECTION 2.0

**Savings Clause.**

Clarkston Municipal Code Chapter 2.44, which is being repealed by this ordinance, shall remain in full force and effect until the effective date of this ordinance.

SECTION 3.0

**Severability**

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 parts of this ordinance.

SECTION 4.0

**Effective Date.**

This ordinance shall take effect five days after its passage, approval and publication.

Passed by the Clarkston City Council at a regular meeting thereof this \_\_\_\_\_ day of November, 2016.

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

Approved as to Form:

\_\_\_\_\_  
Todd Richardson, City Attorney

Attest:

\_\_\_\_\_  
Vickie Storey, City Clerk

Date of Publication: \_\_\_\_\_

# Memorandum

## LEGISLATIVE AGENDA

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To: Mayor and City Council

From: John Murray, Council

A while back, I was asked to put together a “Legislative Agenda” for the council. Attached is that document. Included within the document are the legislative priorities of the Association of Washington Cities. Those priorities are:

- Update the Public Records Act so cities can continue to provide open and transparent government services to Washington residents.
- Support and enhance actions to increase affordable housing, decrease homelessness, and improve a strained mental and behavioral health system.
- Revitalize key infrastructure assistance programs to support job creation, our health and safety, economic vitality, and quality of life.
- Respect city local authority with regards to revenue, taxes, licensing, and home rule; city officials are elected and must have the authority to solve local challenges.
- Maintain the city-state partnership for shared revenues to fund key services.
- Provide adequate and sustainable funding to maintain high-quality statewide training for law enforcement personnel.
- Maintain funding for the Municipal Research and Services Center (MRSC) to provide vital support for local government performance.

The big issue for Washington cities appears to be the legislature’s response to the “McCleary” decision that requires Washington to fully fund education. The general fear of the AWS is that the state will strip revenue sharing and other funding sources targeted at cities in order to comply with the court order.

Adoption of this Legislative Agenda will require a resolution (vote) of the City Council.



# *City of Clarkston*

## **Legislative Agenda 2017**

### **Fiscal**

- Restore and maintain State investments in state-shared revenue distributions and other assistance
  - Restore growth in liquor profit distributions.
  - Increase the municipal share of state-shared revenues of marijuana excise taxes.
  - Protect state-shared revenues by refraining from cuts or diversions of revenue to fund court mandated K-12 education funding.
  - Maintain the city-state partnership for shared revenues to fund key services.
  - Respect city local authority with regards to revenue, taxes, licensing, and home rule.

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

- Ensure that Southeastern Washington is properly represented in any transportation infrastructure and community development funding package
  - Adequately fund WASDOT funded projects within the Lewis Clark Valley Metropolitan Planning area (Lewiston-Clarkston MPO).
  - Clarkston prioritizes planned improvements to Bridge Street for transportation funding and those planned improvements must include curb, gutter, and sidewalk.
  - Provide alternative funding avenues for local projects such as street resurfacing.
  - Revitalize key infrastructure assistance programs to support job creation, our health and safety, economic vitality, and quality of life.
  - Support and enhance actions to increase affordable housing, decrease homelessness, and improve a strained mental and behavioral health system.

## **Public Safety**

- Provide adequate funding for human services, housing, and jails
  - Asotin County's jail is substantially inadequate for housing the existing population of prisoners. An alternative to the existing situation must be found and funded.
  - Protect human services and public safety from cuts or diversion of revenue to fund court mandated K-12 education funding.
  - Provide adequate and sustainable funding to maintain high-quality statewide training for law enforcement personnel.

## **Other**

- Update the Public Records Act so cities can continue to provide open and transparent government services to Washington residents.
- Maintain funding for the Municipal Research and Services Center (MRSC) to provide vital support for local government performance.