

**CITY OF CLARKSTON
CITY COUNCIL AGENDA
829 5th Street
MONDAY, FEBRUARY 24, 2025**

- 1. REGULAR MEETING CALL TO ORDER: 7:00 P.M.**
- 2. PLEDGE OF ALLEGIANCE:**
- 3. AGENDA CHANGES:**
- 4. APPROVAL OF MINUTES: February 10, 2025 Regular Meeting**

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

- 6. COMMITTEE REPORTS:**
 - A. Finance/Admin – Audit Report on Current Bills**
 - B. Public Safety – 2/19/2025**
 - C. Public Works – 2/18/2025**
 - D. Outside Organizations – Visit LC Valley, Health District, EMS Council, Valley Vision, PTBA, SEWEDA, MPO, Regional Stormwater, Lodging Tax Advisory**

- 7. UNFINISHED BUSINESS: None**

- 8. CONSENT AGENDA:**
 - A. Special Event Permit, 6th Annual Mac McClain Memorial Motorcycle Show (Public Works)**
 - B. Fourth Addendum to Intergovernmental Cooperative Agreement (Public Works)**
 - C. Letter of Intent to Comply with WSDOT Title VI Plan – WSDOT (Finance/Admin)**
 - D. USDOT Standard Title VI/Non-Discrimination Assurances – WSDOT (Finance/Admin)**
 - E. Resolution 2025-06, Use of Credit Cards Policy (Finance/Admin)**

- 9. NEW BUSINESS:**
 - A. Community Based Care Coordination Program – Greater Health Now (Public Safety)**
 - B. Ordinance 1727, Licensing and Operation of Cannabis Retail Stores - 1st Reading (Finance/Admin)**

- 10. COUNCIL COMMENTS:**
- 11. QUESTIONS FROM THE PRESS:**
- 12. EXECUTIVE SESSION: None**
- 13. ADJOURN:**

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

CLARKSTON CITY COUNCIL MINUTES
February 10, 2025

ROLL CALL: Skate Pierce, Pat Holman, Russ Evans, Robin Albers, David Vinton, Sheila McDougall and Sarah Reaves.

STAFF: Clerk Frost, Chief White, PWD Dimmick and Attorney Hanson

AGENDA CHANGES: None

APPROVAL OF MINUTES: Minutes of the January 27, 2025 Regular Meeting were approved as distributed.

PUBLIC HEARING: Surplus and Sale of Land. Mayor Lawrence opened the Public Hearing at 7:02pm. Mayor Lawrence provided an opening statement regarding the surplus and sale of land. She provided the description of the land as Block 4, Tract B, Parcel No. 6-132-04-012-000, 1.50 acres as part of the Port of Clarkston. She explained this piece of land was intended for wastewater treatment plant (WWTP) expansion and with the City no longer owning or operating a WWTP the City has no need and no future need. With the transferred ownership of the WWTP to Asotin County Public Utility District (PUD) they do have a future need, and the sale is for the common benefit. There was no public comment. Mayor Lawrence closed the public hearing at 7:08pm and returned to regular session.

COMMUNICATIONS:

A. **From the Public:** Jesse Shroyer, 635 2nd Street
Melissa Andrews, 2030 2nd Ave
Judi Fuller, 426 Water Street, Juliaetta, ID

B. **From the Mayor:** Mayor Lawrence is seeking input from councilmembers regarding moving council meetings to an earlier time. She informed council and the audience she would like to hold a couple informal work session regarding what the council envisions for the future of the City.

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

COMMITTEE REPORTS:

Finance/Admin: Total expenditures for the February 10, 2025 period of \$505,692.17. MOTION BY HOLMAN/VINTON to approve the paying of the bills. Motion Carried.

Public Safety: Mayor Lawrence advised that the minutes were included in the packet.

Public Works: Mayor Lawrence advised that the minutes were included in the packet.

Outside Organizations: Mayor Lawrence advised that any minutes were included in the packet.

UNFINISHED BUSINESS: None

CONSENT AGENDA: MOTION BY ALBERS/VINTON to approve the Consent Agenda. Motion Carried.

A. **Order Authorization of Budgeted Police Vehicle (Public Safety)**

B. **Resolution 2025-05, Surplus and Sale of Land (Finance/Admin)**

NEW BUSINESS: None

COUNCIL COMMENTS: Councilmember Pierce asked audience member, Judi Fuller, which RCW she was referring to during public comment. Councilmember Viton thanked Ms. Fuller for her well spoken 3 minutes and stated his favorite part of council meetings is communications from the public. Councilmember Vinton also acknowledged Jesse Shroyer's public comment. Councilmember Albers expressed she doesn't believe restricting speech was the point for the new guidelines for public comment because different viewpoints are the reason we are here. Councilmember Evans asked if limiting comments to 3 minutes was unconstitutional. Attorney Hanson answered no.

PRESS QUESTIONS: None

EXECUTIVE SESSION: None

ADJOURNMENT:

Meeting adjourned at 7:27pm

Rachel Frost, City Clerk

Monika Lawrence, Mayor

Total Fund Expenditures 2/10/25	Ck # 79911-79972	\$178,309.26
Payroll 2/5/25	Ck # 79889-79910	\$327,382.91

Public Safety
February 19, 2025

Attendance: Mayor Monika Lawrence, Chief Joel Hastings, Chief Darren White, Shiela McDougall and Pat Holman

Fire:

- Chief White shared information on the addition of Community Health Worker to the Community Health Program. This will be part of the agenda at council on February 24, 2025.
- Chief White shared the minutes from February 19 of the Apparatus Design and Selection Committee.

Police:

- Chief Hastings said that the protest march on Monday, February 17, happened without any issues.
- Clarkston Police Department and Fire Department will be involved with the Support the YWCA, which will happen on February 28, from 11am - 1:30 pm.
- Officer Devin Webber has been named Officer of the Year. Officer Webber is a very active officer and the trainer for the Tactical Defense Program.
- Officer Kjeldgaard, our newest graduate from the Police Academy, graduated on February 11, 2025, and started work on February 13, 2025.
- Discussions regarding the possibility of CPD adding a K9 officer are ongoing, and updates will be made in the future.

Next Public Safety Meeting will be held on March 5, 2025 at 4:00 pm

Public Works 2/18/25

David, Russ, Mike

- 1) Special Event Permit – 6th Annual Mac McClain Memorial Motorcycle Show
 - a. Committee recommends putting on the agenda for approval
- 2) Fourth Addendum to Intergovernmental Cooperative Agreement – Southway Bridge
 - a. Committee recommends putting on the agenda for approval

CITY OF CLARKSTON

SPECIAL EVENTS PERMIT APPLICATION



City of Clarkston

829 Fifth Street, Clarkston, WA 99403

RECEIVED
2/10/25
VIA USPS

	The purpose of this form is for events within the City of Clarkston that meet the special events/special use definitions, or as determined by the Clarkston Municipal Code.	Date: 2-3-25
1	Applicant: <u>Greg Bear</u>	Phone: <u>Cell: 509 592-5463</u>
	Address: <u>407 W. NANKING ST.</u>	City: <u>GARFIELD</u>
	e-mail: <u>bgreg5463@gmail.com</u>	State, Zip: <u>WA 99130</u>
	Contact Person: <u>Greg Bear</u>	Phone: <u>Cell: 509 592-5463</u>
	Address: <u>407 W. NANKING ST.</u>	City: <u>GARFIELD</u>
	e-mail: <u>bgreg5463@gmail.com</u>	State, Zip: <u>WA 99130</u>
	Sponsoring Organization:	Phone:
	Address:	City:
	Website:	State, Zip:
2	Event Title: <u>6TH ANNUAL MAC McCLAIN MEMORIAL MOTORCYCLE SHOW</u>	
	Description: <u>STATIC display of Motorcycles 20 years or older</u>	
	Will City Services be requested for street closure: ☐ YES ☒ NO	
	Date(s) of Event: <u>6-28-25</u> From: <u>8</u> <u>AM</u> /PM TO: <u>3</u> AM/ <u>PM</u>	
	Event Location: <u>VERNON PARK</u> Ages of Attendees: <u>40+</u> Total Attendance: <u>150</u> <u>20 displays, 13 on-lot</u>	
	Is this an Annual Event? <u>yes</u> How many years have you held this event? <u>6</u>	

Site Plan/Route Map

3

Provide a plan or map of the entire event venue with the items listed below including streets. If the event involves a moving route of any kind, indicate the direction of travel and all street or lane closures.

- The location of fencing, barriers, and barricades. Indicate any removable fencing for emergency access.
- The location of first aid facilities and ambulances.
- The location of all stages, platforms, scaffolding, bleachers, grandstands, canopies, tents, portable toilets, booths, cooking areas, trash containers and dumpsters, and temporary structures.
- A detailed plan of food booths and cooking area configurations; including booth identification of all vendors cooking with flammable gases or barbeque.
- Generator locations or source of electricity.
- Placement of vehicles and/or trailers.
- Exit locations for outdoor events that are fenced and/or locations within tent structures.
- Locations of fire extinguishers.
- Identification of all event components that meet accessibility standards.
- Other related event components not listed above.

Entertainment and Related Activities

4

YES NO

☐☒

Are there any musical entertainment features related to your event?

If yes, complete the following information or provide an attachment listing all bands/performers, type of music, sound check and performance schedules.

☐☐

Number of Stages _____ Number of Performers/Bands _____

Will Sound amplification be used? If yes, Start /time _____ Finish/Time _____

☐☐

Other related entertainment and related activities not listed above?

If yes, describe:

☐☒

Will items such as inflatables, lasers, banners, or decorations, present unique liability issues?

5

YES NO

☐☒

Is this an event involving political or religious activity intended primarily for the Communication or expression of ideas?

Food Concessions or Preparation

A business license is required for the sale of goods or services in the City of Clarkston.

6

YES NO

☐☒

Does your event include food concessions or preparation?

If yes, describe how food will be served and/or prepared:

YES NO

☐☒

Will food be cooked in the event area?

If yes, specify method:

☐

Gas

☐

Electric

☐

Charcoal

☐

Other

Concessionaires

YES NO

☐☒

Will items or services be sold at your event?

If yes, describe and attach a complete list of Vendors:

YES NO

☐☒

Will items or services sold at your event present unique liability issues
(e.g, massage, body piercing, animal rides, etc.)

If yes, describe and attach a complete list of vendors.

Portable Toilets

7

YES NO

☒☐

Do you plan to provide portable toilet facilities at your event?

If yes: Total number of portable toilets

Number of ADA accessible portable toilets

If no, explain:

Portable Toilet Co.

HAHN RENTALS

Equipment Setup:

Date:

6-27-25

Time:

A.M.

Equipment Pickup:

Date:

6-30-25

Time:

A.M.

8	Additional charges for dumpster rental and disposal fees may apply. Number of Dumpsters _____
9	Mitigation of Impact YES NO ☐ ☒ Have you met with residents, businesses, places of worship, schools, and other entities that may be directly impacted by your event? If yes, please attach a complete list of these entities. If no, please explain: <i>We have not had to do this in the past. We have never had any complaints.</i> ☒ ☐ Do you have a sample of the notice that you will distribute prior to your event? If yes, please attach. <i>I have attached a notice for last year's event.</i>
10	Business or Resident Petition YES NO ☐ ☒ Do you intend to close off any road or access to a business or Residence? If yes, all businesses or residential property owners or lessees within the road Closure shall give their acknowledgement in writing to the person or organization seeking the permit. The name, address, phone number, signature and approval or disapproval of each person shall be on the petition. Please attach a complete petition of all businesses or residences with the closure area. Important: A separate right-of-way permit is required for road closures.

11	Insurance Requirements Liability insurance naming the City of Clarkston as an additional insured may be required for events as deemed necessary by the Clerk Treasurer or designee. Applicants required to obtain insurance shall provide proof of commercial general liability insurance in the amount of \$1,000,000 combined single limit per occurrence. Such insurance shall be primary over any coverage held by the City and shall name the City as an additional insured. Two weeks prior to the event date, the applicant shall submit a copy of the insurance policy declaration page to the City as evidence of acceptable insurance coverage. The certificate of insurance shall include the following items: location of event; type of event; separate endorsement sheet; date(s) of coverage.
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Affidavit of Application

12

I certify that the information contained in the foregoing application is true and correct to the best of my knowledge and belief, that I have read, understand and agree to abide by the rules and regulations governing the proposed Special Event under the City of Clarkston Municipal Code and I understand that this application is made subject to the rules and regulations established by the City Council, Clerk/Treasurer, or the Clerk/Treasurer's designee.

Applicant agrees to indemnify, defend and hold harmless the City, its officers, agents and employees from and against any and all claims, actions, damages, liability, cost and expense, including reasonable attorney's fees in connection with or occasioned, in or whole or in part by any act or omission of Applicant, its officers, agents, employees, customers, or licenses, or arising from or out of Applicant's failure to comply with any provisions of this permit, regardless whether it is alleged or proven that the acts or omissions of the City, its officers, agents or employees caused or contributed thereto.

With respect to the performance of this Permit, and as to claims against the City, its officers, agents and employees, the Applicant expressly waives its immunity under Title 51 of the Revised Code of Washington for injuries to its employees and agrees the obligation to indemnify, defend, and hold harmless provided for in this paragraph extends to any claim brought by or on behalf of any employee of the Applicant.

I agree to abide by these rules and further certify that I, on behalf of any employee of the Applicant.

I agree to abide by these rules and further certify that I, on behalf of the Host Organization, am also authorized to commit that organization, and therefore agree to be financially responsible for any costs and fees that may be incurred by or on behalf of the Event to the City of Clarkston.

Print Name of Responsible Person: Greg Bear

Signature: Greg Bear

Date: 2-3-25

FOR OFFICIAL USE ONLY

Approved by: Police _____ Fire _____ Public Works _____

Clerk Treasurer _____ Council _____

Permit Detained /Denied for the following reasons: _____

Approval with the following Conditions: _____

**FOURTH ADDENDUM TO
INTERGOVERNMENTAL COOPERATIVE AGREEMENT**

THIS FOURTH ADDENDUM (“Fourth Addendum”) is entered into by and between the Asotin County, a duly formed and existing county pursuant to the laws and Constitution of the State of Washington (“Asotin County”); the City of Clarkston, a Washington municipal corporation (“Clarkston”); Nez Perce County, a duly formed and existing county pursuant to the laws and Constitution of the State of Idaho (“Nez Perce County”); and the City of Lewiston, an Idaho municipal corporation (“Lewiston”). Asotin County, Clarkston, Nez Perce County, and Lewiston may also individually be referred to as “Party” or collectively as “Bridge Owners.”

WHEREAS, in or about 1981, Southway Bridge, which crosses the Snake River and the state line between Idaho and Washington, was constructed;

WHEREAS, Southway Bridge is jointly owned, operated, and maintained by Lewiston, Nez Perce County, Clarkston, and Asotin County;

WHEREAS, on December 7, 1982, the Bridge Owners entered into an Intergovernmental Cooperative Agreement (“Agreement”), which, among other things, designates Lewiston as the “Coordinating Agency” and vests authority for the administration of maintenance of Southway Bridge in the Public Works Director of the Coordinating Agency;

WHEREAS, the duration of the Agreement is for the life of Southway Bridge and, thus, the Agreement is still in effect;

WHEREAS, on October 1, 1984, the Bridge Owners executed an Addendum to the Intergovernmental Cooperative Agreement (“First Addendum”) regarding the 16th Avenue approach to Southway Bridge;

WHEREAS, in March 2019, the Bridge Owners, executed a Second Addendum to the Intergovernmental Cooperative Agreement (“Second Addendum”) to direct and guide the engineering design for pavement rehabilitation of Southway Bridge (“Project”);

WHEREAS, in December 2019, the Bridge Owners, executed a Third Addendum to the Intergovernmental Cooperative Agreement (“Third Addendum”) regarding the construction phase for pavement rehabilitation of Southway Bridge;

WHEREAS, the Bridge Owners are mindful of the fact the Southway Bridge Pier 3 has been identified in the most recent underwater inspection performed by the Idaho Transportation Department as damaged and in need of repairs. Similar to recent repairs of the Southway Bridge, an alternative analysis report, with a preliminary design report will be contracted by the Bridge Owners to explore alternatives for the rehabilitation of the Southway Bridge Pier 3 (“Project”). The final design and repair will be agreed upon by the Bridge Owners prior to execution of a contract;

WHEREAS, the Bridge Owners have collectively agreed to pursue design and repairs of the Project and estimate the design to be done in Fiscal Year 2025 and the construction of the project in Fiscal Year 2026;

WHEREAS, Lewiston and Nez Perce County are authorized to enter into this Fourth Addendum pursuant to Idaho Code §§ 31-801, 31-828, 50-301, and 67-2332; and

WHEREAS, Clarkston and Asotin County are authorized to enter into this Fourth Addendum pursuant to Revised Code of Washington 35.99.020 and 36.55.030.

NOW, THEREFORE, in consideration of the mutual covenants and agreements herein contained, it is hereby agreed to and stipulated by and among the Bridge Owners as follows:

1. **Recitals Incorporated.** The foregoing recitals are hereby incorporated into and made a part of this Fourth Addendum, including all defined terms therein.

2. **Assignment.** For purposes related to the design and repair of Southway Bridge Pier 3 only, the Bridge Owners hereby assign the role of Coordinating Agency, as originally set forth in the Agreement, to Lewiston; and administration of the Project is hereby vested in Lewiston’s Public Works Director.

3. **Duties of Lewiston.** As the Coordinating Agency for the Project, Lewiston shall:

a. Provide oversight and administration of the Project, in consultation with the other Bridge Owners.

b. Ensure compliance with all applicable laws and regulations (federal, state, and local) for the procurement of services and materials needed for the Project.

c. Include as a term in the contract between Lewiston and the engineering design firm the following language, or language substantially and materially similar in nature and intent:

Asotin County, Washington, the City of Clarkston, Washington, and Nez Perce County, Idaho (each a "Bridge Owner") shall be named third party beneficiaries to this <contract> and are fully indemnified by consultant or contractor as if each were signatory to the <contract>. Each Bridge Owner is fully entitled to all benefits and protections of this <contract> as if a signatory to this <contract>.

d. Abide and be bound by the provisions in the Agreement related to the Coordinating Agency.

4. **Cost Sharing.** Subject to Section 4.a of this Second Addendum, the Bridge Owners shall equally share the cost of the engineering design consultant selected for the Project, so long as the cost for such consultant does not exceed One Hundred Fifty Thousand Dollars (\$150,000).

a. If the cost of the engineering design consultant is expected to exceed One Hundred Fifty Thousand Dollars (\$150,000), then Lewiston, prior to entering into a contract with such consultant, shall notify and obtain written approval regarding such additional cost from the persons listed in Section 18 of this Fourth Addendum. If such persons lack authority to authorize the additional cost, then they shall seek decisions from the persons or governing bodies that have authority to approve the additional cost. In the event that one (1) or more Bridge Owners do not agree to the additional cost, the Bridge Owners shall confer in a timely manner to discuss whether to

proceed with the Project and under what terms and conditions, if different from those set forth herein.

b. Lewiston shall bill Asotin County, Clarkston, and Nez Perce County for their proportionate shares of the engineering design consultant costs, and such Parties shall pay Lewiston within thirty (30) days from receipt of invoice from Lewiston. Lewiston shall keep accurate records of expenses.

c. By signing this Second Addendum, each Party affirmatively represents that it has sufficient funds available and appropriated for this Project in its current budget.

5. **Indemnification.** The Bridge Owners are governmental entities subject to statutory and constitutional restrictions concerning acceptance of liability. It is the intention of the Bridge Owners that each will be responsible for its own acts and omissions and those of its employees, officers, agents, and contractors.

6. **Term and Termination.** The term of this Fourth Addendum shall be from the Effective Date through termination or expiration of the contract between Lewiston and the engineering design consultant selected for the Project. This Fourth Addendum shall not obligate a Party to any indebtedness or liability, in any manner, beyond its current fiscal year. In the event that the term of this Fourth Addendum continues into a future fiscal year of any Party, the term shall be wholly contingent upon the annual appropriation of funds by each Bridge Owner for the Project.

This Fourth Addendum may only be terminated upon written mutual agreement of all Bridge Owners, or upon its expiration.

7. **Severability.** In the event that any provision of this Fourth Addendum is found for any reason to be unenforceable, the remainder of this Fourth Addendum shall remain in full force and effect and shall be binding upon the Bridge Owners.

8. **Survival.** All covenants, conditions, indemnifications, and other elements in this Fourth Addendum that might involve performance subsequent to any termination or expiration of this Fourth Addendum or that cannot be reasonably ascertained or fully performed until after termination or expiration of this Fourth Addendum shall survive.

9. **Amendments.** This Fourth Addendum may be modified or amended only by a writing duly executed by all Bridge Owners.

10. **Performance/Waiver.** No waiver of any provision of this Fourth Addendum shall be effective unless made in writing and signed by the waiving Party. The failure of any Party to require the performance of any term or obligation of this Fourth Addendum, or the waiver by any Party of any breach of this Fourth Addendum, shall not prevent any subsequent enforcement of such term or obligation or be deemed a waiver of any subsequent breach.

11. **Assignment.** This Fourth Addendum may not be assigned in whole or in part by any Parties without the prior express written consent of all Bridge Owners.

12. **Third Party Beneficiaries.** Nothing contained herein shall create any relationship, contractual or otherwise, with, or any rights in favor of, any third party. Nothing contained herein shall extend the liability of any Party beyond that provided by governing law.

13. **Attorney Fees.** In the event a controversy, claim, or action arises between the Bridge Owners regarding the enforcement of terms and conditions of this Fourth Addendum, or the breach of any of its provisions, the prevailing party shall be entitled to all costs and expenses incurred, including reasonable attorney fees.

14. **Force Majeure.** "Event of Force Majeure" means an event beyond the control of a Party that prevents such Party from complying with any of its obligations under this Fourth Addendum, including riots, acts of God, accidents, order of a court of competent jurisdiction, failure

of a required governmental approval, civil disorders, acts of war, material shortages, disease, or similar occurrence, and not attributable to such Party's neglect or nonfeasance.

No Party shall be considered in breach of this Fourth Addendum or liable to another Party for any losses and damages to the extent that performance of their respective obligations is prevented by an Event of Force Majeure. The Party prevented from carrying out its obligations hereunder ("Affected Party") shall give notice to the other Bridge Owners of an Event of Force Majeure upon it being foreseen by, or becoming known to, the Affected Party. If and to the extent that the Affected Party is prevented from performing its obligations by an Event of Force Majeure, while the Affected Party is so prevented, the Affected Party shall be relieved of its obligations hereunder, but shall endeavor to continue to perform its obligations under this Fourth Addendum so far as reasonably practicable.

15. **Counterparts.** This Fourth Addendum may be executed in counterparts, each of which shall be deemed to be an original, but all of which, taken together, shall constitute one and the same agreement.

16. **Joint Drafting.** The Bridge Owners expressly agree that this Fourth Addendum was jointly drafted and all Bridge Owners had an opportunity to negotiate its terms and obtain the assistance of legal counsel in reviewing its terms prior to execution. Therefore, this Fourth Addendum shall be construed neither against nor in favor of any Party, but shall be construed in a neutral manner.

17. **Contracting Authority.** Each Party warrants that its signatory to this Fourth Addendum has the authority to fully bind such Party to enter into and be obligated to perform the duties set forth herein.

18. **Notices.** All notices required to be given pursuant to this Fourth Addendum shall be in writing and shall be deemed delivered immediately if hand-delivered or emailed to an operable

email address or seventy-two (72) hours after depositing the same in the U.S. mail, certified or registered, addressed to the respective addresses set forth below:

Asotin County: Public Works Director
Asotin County
P.O. Box 250
Asotin, Washington 99402
Email: _____

Clarkston: Public Works Director
City of Clarkston
829 5th Street
Clarkston, Washington 99403
ecoffland@clarkston-wa.com

Nez Perce County: Board of County Commissioners
Nez Perce County
P.O. Box 896
Lewiston, Idaho 83501
commissioners@co.nezperce.id.us

Lewiston: Public Works Director
City of Lewiston
1134 F Street
P.O. Box 617
Lewiston, Idaho 83501
djohnson@cityoflewiston.org

19. **Merger and Integration.** This writing embodies the whole agreement of the Bridge Owners in regards to the design and repairs of the Project and estimate the design to be done in Fiscal Year 2025 and the construction of the project in Fiscal Year 2026. The Intergovernmental Cooperative Agreement, dated December 7, 1982, shall remain in full force and effect except as modified herein.

IN WITNESS WHEREOF, the Bridge Owners have executed this Fourth Addendum on the last day and year written below ("Effective Date").

CITY OF LEWISTON

Date: _____

By: _____
Daniel G. Johnson, Mayor

Attest:

Tanya M. Brocke, City Clerk

NEZ PERCE COUNTY

Date: _____

Douglas W. Havens, Chairman

Douglas A. Zenner, Member

Don H. Beck, Jr., Member

Attest:

Patty O. Weeks, Clerk

CITY OF CLARKSTON

Date: _____

By: _____
Monika Lawrence, Mayor

Attest:

Rachel Frost, City Clerk

ASOTIN COUNTY

Date: _____

Brian Shinn, Chairman

Charles Whitman, Vice-Chair

Chris Seubert, Member

Attest:

Stacey Harman, Clerk



Letter of Intent to Comply with WSDOT Title VI Plan

In lieu of adopting a Title VI Plan, the City of Clarkston

agrees to comply with the WSDOT Title VI Plan.

The City of Clarkston assures that no person shall on the grounds of race, color, or national origin, as provided by Title VI of the Civil Rights Act of 1964, and the Civil Rights Restoration Act of 1987 (P.L. 100.259) be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity. The City of Clarkston further assures every effort will be made to ensure nondiscrimination in all of its programs and activities, whether those programs and activities are federally funded or not.

The Civil Rights Restoration Act of 1987, broadened the scope of Title VI coverage by expanding the definition of terms "programs or activities" to include all programs or activities of federal aid recipients, sub-recipients, and contractors/consultants, whether such programs and activities are federally assisted or not (Public Law 100259 [S.557] March 22, 1988).

In the event the City of Clarkston distributes federal aid funds to a sub-recipient, the City of Clarkston of will include Title VI language in all written agreements and will monitor for compliance.

The City of Clarkston is responsible for initiating and monitoring Title VI activities, collecting data, preparing reports (including Appendix 28.93) and other responsibilities as required by 23 Code of Federal Regulation(CFR) 200 and 49 Code of Federal Regulation, WSDOT Title VI Plan, and the WSDOT Local Area Guidelines manual.

Signature

Mayor
Title

Micahel L. Dimmick Public Works Director
Name and Title of Public Works/Transportation Manager

Michael L. Dimmick Public Works Director
Name and Title of Title VI Coordinator

2-25-2025

Date Executed

mdimmick@clarkston-wa.com
Email Address

mdimmick@clarkston-wa.com
Email Address

Required Attachment: signed, unaltered USDOT1050.2a, Standard Title VI Assurances

The United States Department of Transportation (USDOT) Standard Title VI/Non-Discrimination

Assurances

DOT Order No. 1050.2A

The ***City of Clarkston*** (herein referred to as the "Recipient"), **HEREBY AGREES THAT**, as a condition to receiving any Federal financial assistance from the U.S. Department of Transportation (DOT), through Washington State Department of Transportation (WSDOT), is subject to and will comply with the following:

Statutory/Regulatory Authorities

- Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq., 78 stat. 252), (prohibits discrimination on the basis of race, color, national origin);
- 49 C.F.R. Part 21 (entitled Non-discrimination In Federally-Assisted Programs Of The Department Of Transportation-Effectuation Of Title VI Of The Civil Rights Act Of 1964);
- 28 C.F.R. section 50.3 (U.S. Department of Justice Guidelines for Enforcement of Title VI of the Civil Rights Act of 1964);

The preceding statutory and regulatory cites hereinafter are referred to as the "Acts" and "Regulations," respectively.

General Assurances

In accordance with the Acts, the Regulations, and other pertinent directives, circulars, policy, memoranda, and/or guidance, the Recipient hereby gives assurance that it will promptly take any measures necessary to ensure that:

"No person in the United States shall, on the grounds of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity, for which the Recipient receives Federal financial assistance from DOT, including the Washington State Department of Transportation."

The Civil Rights Restoration Act of 1987 clarified the original intent of Congress, with respect to Title VI and other Non-discrimination requirements (The Age Discrimination Act of 1975, and Section 504 of the Rehabilitation Act of 1973), by restoring the broad, institutional-wide scope and coverage of these non-discrimination statutes and requirements to include all programs and activities of the Recipient, so long as any portion of the program is Federally assisted.

Specific Assurances

More specifically, and without limiting the above general Assurance, the Recipient agrees with and gives the following Assurances with respect to its Federally assisted program:

1. The Recipient agrees that each "activity," "facility," or "program," as defined in §§ 21.23(b) and 21.23(e) of 49 C.F.R. § 21 will be (with regard to an "activity") facilitated, or will be (with regard

to a "facility") operated, or will be (with regard to a "program") conducted in compliance with all requirements imposed by, or pursuant to the Acts and the Regulations.

2. The Recipient will insert the following notification in all solicitations for bids, Requests For Proposals for work, or material subject to the Acts and the Regulations made in connection with all Federal-Aid Highway Programs and, in adapted form, in all proposals for negotiated agreements regardless of funding source:

"The City of Clarkston, in accordance with the provisions of Title VI of the Civil Rights Act of 1964 (78 Stat. 252, 42 U.S.C. §§ 2000d to 2000d-4) and the Regulations, hereby notifies all bidders that it will affirmatively ensure that any contract entered into pursuant to this advertisement, disadvantaged business enterprises will be afforded full and fair opportunity to submit bids in response to this invitation and will not be discriminated against on the grounds of race, color, or national origin in consideration for an award."

3. The Recipient will insert the clauses of Appendix A and E of this Assurance in every contract or agreement subject to the Acts and the Regulations.
4. The Recipient will insert the clauses of Appendix B of this Assurance, as a covenant running with the land, in any deed from the United States effecting or recording a transfer of real property, structures, use, or improvements thereon or interest therein to a Recipient.
5. That where the Recipient receives Federal financial assistance to construct a facility, or part of a facility, the Assurance will extend to the entire facility and facilities operated in connection therewith.
6. That where the Recipient receives Federal financial assistance in the form, or for the acquisition of real property or an interest in real property, the Assurance will extend to rights to space on, over, or under such property.
7. That the Recipient will include the clauses set forth in Appendix C and Appendix D of this Assurance, as a covenant running with the land, in any future deeds, leases, licenses, permits, or similar instruments entered into by the Recipient with other parties:
 - a. for the subsequent transfer of real property acquired or improved under the applicable activity, project, or program; and
 - b. for the construction or use of, or access to, space on, over, or under real property acquired or improved under the applicable activity, project, or program.
8. That this Assurance obligates the Recipient for the period during which Federal financial assistance is extended to the program, except where the Federal financial assistance is to provide, or is in the form of, personal property, or real property, or interest therein, or structures or improvements thereon, in which case the Assurance obligates the Recipient, or any transferee for the longer of the following periods:

- a. the period during which the property is used for a purpose for which the Federal financial assistance is extended, or for another purpose involving the provision of similar services or benefits; or
 - b. the period during which the Recipient retains ownership or possession of the property.
9. The Recipient will provide for such methods of administration for the program as are found by the Secretary of Transportation or the official to whom he/she delegates specific authority to give reasonable guarantee that it, other recipients, sub-recipients, sub-grantees, contractors, subcontractors, consultants, transferees, successors in interest, and other participants of Federal financial assistance under such program will comply with all requirements imposed or pursuant to the Acts, the Regulations, and this Assurance.
10. The Recipient agrees that the United States has a right to seek judicial enforcement with regard to any matter arising under the Acts, the Regulations, and this Assurance.

By signing this ASSURANCE, City of Clarkston also agrees to comply (and require any sub-recipients, sub-grantees, contractors, successors, transferees, and/or assignees to comply) with all applicable provisions governing the City of Clarkston access to records, accounts, documents, information, facilities, and staff. You also recognize that you must comply with any program or compliance reviews, and/or complaint investigations conducted by the City of Clarkston. You must keep records, reports, and submit the material for review upon request to City of Clarkston, or its designee in a timely, complete, and accurate way. Additionally, you must comply with all other reporting, data collection, and evaluation requirements, as prescribed by law or detailed in program guidance.

City of Clarkston gives this ASSURANCE in consideration of and for obtaining any Federal grants, loans, contracts, agreements, property, and/or discounts, or other Federal-aid and Federal financial assistance extended after the date hereof to the recipients by the U.S. Department of Transportation under the Federal Highway Administration. This ASSURANCE is binding on Washington State Department of Transportation, other recipients, sub-recipients, sub-grantees, contractors, subcontractors and their subcontractors', transferees, successors in interest, and any other participants in the Federal-Aid Highway Program. The person(s) signing below is authorized to sign this ASSURANCE on behalf of the Recipient.

(Name of Recipient)

by _____
(Signature of Authorized Official)

DATED _____

RESOLUTION NO. 2025-06

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CLARKSTON, WASHINGTON, AMENDING THE POLICY FOR THE USE OF CREDIT CARDS.

WHEREAS, the City of Clarkston desires to revise the policies and procedures previously adopted by Resolution No. 2014-03 regarding the use and administration of credit purchasing cards (credit card) by officials and employees of the City; and

WHEREAS, the City Council of the City of Clarkston finds it advantageous for the City to use a credit card for certain official City purchases; and

WHEREAS, the Washington State Legislature passed RCW 39.58.180 in 1995 allowing local governments to use credit cards for official purchases; and

WHEREAS, RCW 43.09.2855 and RCW 42.24.115 authorized the use of credit cards for governmental purposes and acquisitions, as well as for expenses incidental to authorized travel provided the City adopts a system relating to the distribution, authorization, credit limits, payment and control of the use of such cards;

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

That the policy and procedures and notice attached hereto as Exhibit A does now replace the policy and procedures and notice previously adopted in Resolution No. 2014-03 as specified below.

SECTION 1: Definitions. As used in this resolution, the term “credit card” or “purchase card” means a card or device issued under an arrangement pursuant to which the lesser (credit card company) gives to the card holder (the City) the privilege of obtaining credit from the issuer.

SECTION 2: Issuance, Use and Control of Credit Cards. The City adopts the following Credit Card Policy and Procedure (see Exhibit A) for the issuance, use and control of credit cards by City officials and employees:

- A. The Mayor or designee is authorized to obtain City credit cards under the following system which provides for the distribution, authorization, control, credit limits and payment of bills through the use of the credit cards by City officials and employees.
 - a. Issuance and Use: Credit cards may be issued to the city of Clarkston and used by authorized officials and employees for purchasing of goods, supplies and other items from vendors or for incurring registration, training or travel expenses in

connection with the performance of their duties on behalf of the City.

- b. Authorization and Control. Upon authorization from the Mayor, and the completion of the Employee Purchase Card Agreement (included with Exhibit A, Credit Card Policy and Procedure), City officials and employees may obtain credit cards from the City Clerk/Treasurer (Clerk) who shall maintain a ledger of the individual receiving the credit card, including the date the card was received. City Council members may obtain credit cards from the Clerk as officials of the City for approved purchases or travel expenses incurred as a course of their duties on behalf of the City.
 - i. The Clerk shall implement accounting controls to insure the proper use of credit cards and credit card funds.
 - ii. City issued fuel charge cards are assigned to specific City owned vehicles and kept in the vehicle at all times. It is the responsibility of the Supervisor and/or Department Head to assign permissions to employees for the use of fuel charge cards.
 - c. Credit Limits. The credit limit of all City credit cards shall not exceed \$5000 per card.
 - d. Payment of Bills. The Clerk shall establish a procedure for the prompt payment of all credit card bills on or before the due date.
- B. Unauthorized Charges. No official or employee of the City who is issued a City credit card may under any circumstance use a City credit card for any of the following restricted charges:
- a. No official or employee issued a City credit card may exceed amounts established and available in the City budget.
 - b. As per BARS 3.8.4.40 officials and employees are prohibited from using any City issued credit card for personal purchases or other non-City business, even if the purchase is reimbursed prior to the date the bill comes due.
 - c. Cash advances of any kind on a credit card issued by the City are strictly prohibited.
 - d. All other items prohibited as listed in the Credit Card Policy and Procedures.
- C. Expenses incident to authorized travel may be charged to a City issued credit card provided the official or employee returns to the City an itemized travel expense voucher with credit card receipts and any other necessary documentation. If certain credit card chargers are disallowed as a result of an audit or City policy, such charge must be repaid to the City with the City having the right to withhold funds payable to the employee up to the amount of the disallowed charge and including interest at the rate charged by the credit card company.

- D. The Mayor or Clerk is authorized to revoke the use of any credit card issued and immediately require the surrender of the card. The Mayor or Clerk may deliver a revocation order to the credit card company with the City not being liable for any future costs incurred after the date of the revocation.

This policy is effective immediately upon passage of this Resolution by the City of Clarkston City Council.

DATED this 24th day of February, 2025.

Monika Lawrence, Mayor

Attest:

Rachel Frost, City Clerk

**EXHIBIT A
CITY OF CLARKSTON
CREDIT CARD POLICY AND PROCEDURE**

PURPOSE: To establish policies and procedures related to the distribution, authorization, control and use of credit cards issued to the City, including credit limits and the payment of bills pertaining to all such cards.

DELEGATION OF AUTHORITY: The Mayor or designee is authorized to obtain City credit cards for procurement purchases and for the use of travel. City departments are authorized to use credit cards for official government purchases and acquisitions as approved by the Mayor or designee. The credit cards are to be used only when an open charge account is not available.

The City Clerk/Treasurer (Clerk) is designated to maintain the terms of this policy and procedure as set forth herein.

EMPLOYEE ELIGIBILITY: Credit cards will be issued to City Department Heads only.

If the employee's name appears on the card, only that employee may use the card as prescribed above.

All officials and employees of the City authorized to receive and use a credit card issued to the City will be required to complete and sign an "Employee Credit Card Agreement" form (see attached). All agreements are to be submitted to the Clerk.

PROCEDURES: The following credit card procedures have been established and are to be followed:

1. Department Heads shall provide documentation of purchases for reconciling the monthly statements. Receipts should be coded and submitted to the Clerk promptly so credit card statements can be paid prior to their due dates in order for interest charges and fees to be avoided.
2. Credit card limits established by the City are a maximum of \$5000. The Clerk is responsible for setting this limit with the issuing financial institution of any credit card authorized for the City.
3. Use of the credit card does not relieve the official or employee from complying with City purchasing policies or procedures. The credit card is not intended to replace effective procurement planning which can result in quantity discounts, reduced number of trips and more efficient use of City resources.
4. Employees are encouraged to use the invoicing and vouchering process when procuring goods and services. The credit card shall be used on a limited basis in consideration of a cost savings to the City or when the credit card is the only means available to purchase a product or service.

5. Should an employee not be able to provide an invoice or receipt for a credit card charge they are required to complete an Affidavit of Lost or Destroyed Receipt (see Attached) and submit the completed form to the Clerk.
6. Resolution of merchandise returns and billing errors are the responsibility of the cardholder.
7. The cardholder will be responsible for reporting lost or stolen cards by contacting the Clerk immediately. The Clerk will report the loss to the issuing financial institution.
8. The cardholder, if an employee and if not a Supervisor or Department Head, must obtain an itemized receipt from the vendor and submit the receipt for proper coding to the Supervisor or Department Head. The Supervisor or Department Head will complete the voucher process and submit the receipt and voucher with the reconciled monthly credit card statement to the Clerk as established above.

CARD RESTRICTIONS: The following list includes, but is not limited to, purchases and uses of credit cards of which are strictly prohibited:

1. Cash advances or cash refunds;
2. Use for personal or non-business purpose;
3. Tuition and/or other reimbursable personal expenses;
 - a. Employee "training" fees meeting the other recommended thresholds within this policy are allowable expenses;
4. Fuel for personal vehicle;
 - a. If using a personal vehicle, mileage must be claimed and processed on a City Travel Voucher and fuel is not to be purchased on a credit card.
5. Personal cellular phone bills;
6. Capital expenditures;
7. If used for approved meal expenses, meals for non-City individuals and alcoholic beverages are not to be purchased with a City credit card;
8. Goods or services on City contracts, unless payment by credit card was specifically contracted;
9. Split transactions in which a cardholder arranges for a vendor to split a large transaction into multiple smaller transactions;
10. Purchases that might violate the City's procurement policy or ethics policy (such as purchases from vendors who might pose a conflict of interest for the purchasing employee or official);
11. Purchases restricted by any other laws, policies or guidelines.

MISUSE OF CREDIT CARD: If for any reason restricted charges are made to a City card the cardholder agrees to repay the City the amount of the charges before the card billing is due and payable. If the disallowed charges are not repaid to the City in such a timely manner as per the Employee Credit Card Agreement the City shall retain a prior lien against any wages owed the employee and will deduct the disallowed charges plus any interest and fees as charged by the credit card company.

Consequences for misuse of the credit card can, but is not necessarily limited to, include:

1. Permanent revocation of credit card privileges;
2. Assignment of wages for repayment of discrepancies;
3. Further investigation into the matter;
4. Disciplinary action.

CREDIT CARD CANCELLATION: The Mayor and/or Clerk have at their discretion the option to cancel a credit card for any of the following reasons:

1. The card is lost or stolen;
2. The card is used in a manner that violates City policy or municipal code, or other laws, policies or guidelines as set forth by other State jurisdictions and are enforceable on the City;
3. The employee retires, resigns, is deceased or otherwise terminated from City employment;
4. The authorizing Department Head requests termination for any reason.

ADMINISTRATION: The credit card policy is administered by the Finance Department. The Mayor, the Clerk and the Finance Committee are responsible for ensuring that all policies and procedures are followed.

**CITY OF CLARKSTON
EMPLOYEE CREDIT CARD AGREEMENT**

As an employee or official of the City of Clarkston I understand the City has authorized my use of a credit card for approved City business and travel related expenses. In accepting this card I agree to the following terms and conditions:

1. The card may be used for payment of authorized business and travel related expenses on behalf of the City of Clarkston only.
2. The card may NOT be used to obtain cash advances or other expenses that are not allowed as established by City or department purchasing policies and procedures.
3. The card may NOT be used for personal use of any kind.
4. The card may not be used for payments for professional service agreements, public works contracts, and/or human services contracts.
5. I understand that when using the credit card for travel and meal expenses I am governed by the City of Clarkston travel policies.
6. I understand that my credit card limits are set forth by Resolution of the City Council of the City of Clarkston and authorized by the Finance Committee, the Mayor and the Clerk.
7. I agree to retain all receipts, packing slips and shipping documents when purchases or returns are made with the credit card.
8. I understand it is my responsibility to reconcile or arrange to reconcile the monthly credit card statement for any City credit card issued to me.
9. It is my responsibility to have applicable travel vouchers and reconciled statements, along with all corresponding invoices, receipts and other documents, submitted to the Supervisor or Department Head in a timely manner. The Supervisor or Department Head will approve the purchases and attach the necessary coding, and submit the statement and attached documents to the Clerk for payment. I understand the importance of all transactions being submitted to the Clerk so payment can be made prior to the billing due date.
10. I agree to complete an Affidavit of Lost or Destroyed Receipt when I am unable to provide a receipt or invoice with the credit card reconciliation.
11. I understand that I will surrender the credit card to the Mayor or Clerk, or that the City may revoke the credit card, if: 1) the credit card is used in a manner that is inconsistent with any City or Department policies and procedures and/or the requirements of this Agreement; 2) I transfer to another department, resign or employment with the City is otherwise terminated; 3) if the monthly reconciled credit card statement and receipts are not received by the Clerk by the established due dates, and/or 4) if finance charges are incurred as a result of my negligence.
12. I understand that if my card is lost or stolen I must report it immediately to the Clerk.
13. I will be held personally and financially responsible for unauthorized purchases and/or for purchases not supported by detailed receipts. I authorize that such transactions may be deducted from any wages owed to me by the City.

I have read and understand the above conditions as well as all referenced policies and procedures and certify that I will be in compliance with required policies and procedures.

Dated this _____ day of _____, 20_____.

Employee/Official Signature: _____

Supervisor Signature: _____

Credit Card Issuing Authority & Credit Card No: _____

CITY OF CLARKSTON
AFFIDAVIT OF LOST OR DESTROYED RECEIPT

Name: _____

Position: _____

Last Four Digits of Credit Card: _____

I declare on oath that the original receipt(s) or invoice(s) for the transaction dated _____ in the amount of \$_____ charged from _____ has been lost or destroyed. The vendor has been contacted and is unable to provide a duplicate receipt or invoice for this purchase. Please accept the detail of the transaction below in lieu of an itemized receipt or invoice for this transaction.

Item(s) Purchased:	Amount

I understand that falsification of the itemization of this purchase constitutes an act of fraud and is punishable by law.

Employee Signature: _____ Date: _____

Clerk Signature: _____ Date: _____

Community-Based Care Coordination Program

Statement of Work

INTRODUCTION

This Statement of Work ("SOW"), is entered into by and between Greater Columbia Accountable Community of Health DBA Greater Health Now, a Washington 501(c)(3) nonprofit corporation with principal offices at 8836 W Gage Blvd Suite 101A, Kennewick WA 99336 ("GHN") and Contractor name, its principal offices located at Contractor address ("Contractor"). Contractor and GHN are individually a "Party" and collectively, the "Parties". This SOW supplements and is subject to the terms and conditions of the Master Contractor Award Agreement ("MCA") entered into by and between GHN and Contractor that first became effective **MCA Date**.

TERM

This SOW is effective January 1, 2025, through December 31, 2025, inclusive ("Contract Term").

PURPOSE

The purpose of this SOW is to set forth each Party's roles and responsibilities with respect to the Community Based Care Coordination Program ("CBCC"), as well as the receipt of certain funding awarded and administered by GHN in accordance with conditions set forth by the Washington State Department of Health (DOH) and the Washington State Health Care Authority (HCA) (each, a Funding Source).

RECITALS

- A. GHN seeks to improve health for all in Eastern Washington, and GHN periodically receives grants from government agencies and third parties (each, a "Funding Source") to implement programs that further GHN's mission.
- B. GHN has implemented the CBCC, which provides funding for Community-Based Organizations ("CBO") to connect community members with the local services and support they need to be healthy using the training and deployment of Community Based Workers ("CBW") to build and strengthen community resilience by addressing health disparities, identifying Health-Related Social Needs ("HRSN") and improving access to a medical home, and HRSN service providers.
- C. A CBW is a trained (and licensed when required by law) individual who has a unique understanding of the experience, language, and culture of a particular population, and

provides culturally appropriate care coordination and resource navigation support to members of their community. A CBW may be a community-based professional such as community health worker; Promotora de Salud; community-based social worker; community-based nongovernmental nonprofit staff and human services provider; or other trusted community-based professional (e.g. doula, nurse, emergency medical technician, peer specialist, recovery and resource coach).

- D. Contractor is a CBO providing HRSN services ("Services") by and through one or more of its workforce members working in the capacity of a CBW.
- E. Contractor acknowledges and understands its obligations described in the Contractor and CBW Roles and Responsibilities and the Deliverables and Definitions (SOW Attachments A and B, respectively).
- F. GHN desires to administer the CBCC program and approves the Contractor's Approved Budget (SOW Attachment C) for offsetting Contractor's reimbursable costs and expenditures and compensation paid to its CBW providing the Services identified by the CBCC program subject to the terms and conditions of this SOW.

AGREEMENT

The Parties agree as follows:

1. Funding for a Full Time Employee (FTE) Community-Based Worker:

- a. GHN will reimburse Contractor to defray certain costs of employing one or more full or partial CBW FTE up to an amount not to exceed the amount approved by GHN in Contractor's Approved Budget, (SOW Attachment D, "Reimbursement Expenditures"), provided that Contractor complies with terms and conditions of this SOW.
- b. GHN will reimburse Contractor for any combination of hourly wages and benefits for each hour worked by CBW employed by Contractor, together with reasonable expenditures incurred by Contractor when providing Services through CBW FTE. Reimbursements are conditioned upon Contractor's compliance with GHN policies and procedures for requesting Reimbursement.
- c. Contractor may request Reimbursement only with respect to the Services provided by the CBW FTE approved by GHN during the Contract Term. Should Contractor wish to add additional CBW FTE during the Contract Term, Contractor must obtain GHN's prior written approval, which may be given at GHN's sole discretion. There is no guarantee that GHN will approve additional Contractor CBW FTE.

- d. Contractor represents and warrants that the CBW FTE covered by Contractor's Approved Budget are "Employed by" Contractor. The Parties agree that "Employed By" Contractor means the CBW FTE work under the supervision and control of Contractor and not GHN. Contractor agrees to be wholly responsible for workplace safety and standards, employee conduct, performance, and negligent acts and omission; for paying compensation and benefits, employment-related expenses and taxes, keeping appropriate records, filing the required payroll tax returns with the appropriate authorities, and performing all other obligations and accepting all other liabilities normally performed and accepted by employers with respect to its employees.
- e. Contractor represents and warrants that it does not otherwise receive funding from GHN, any governmental agency, or any other payor for the compensation with respect to the CBW for which Contractor is seeking Reimbursement under this SOW. If Contractor receives duplicative funding from another source in connection with one or more CBW covered by this SOW, Contractor will promptly notify GHN and enter into negotiations to reconcile and remedy the duplicative funding.
- f. Contractor represents and warrants that it maintains and provides for its patients, clients and all Medicaid beneficiaries appropriate complaint, grievance and appeal procedures in accordance with applicable federal and Washington state laws and regulations, including but not limited to the Washington Health Information Privacy Act (RCW 70.02) and the federal Health Insurance Portability and Accountability Act of 1996 (HIPAA), Public Law 104-191.
- g. If Contractor is a Managed Care Organization having a certificate of authority or certificate of registration from the Washington state Office of the Insurance Commissioner and providing health care services, Contractor represents and warrants that it maintains and provides to individuals applying for, eligible for or receiving Medicaid-funded health care services a statement of individual rights and protections applicable to the services Contractor is authorized to provide as provided in WAC 182-538-180.
- h. If Contractor is a behavioral health agency licensed by the Washington state Department of Health, Contractor represents and warrants that it maintains and provides to its patients, clients and all Medicaid beneficiaries a statement of individual rights and protections applicable to the services the Contractor is certified to provide as provided in WAC 246-341-0600.

2. Reimbursement:

- a. **Invoicing Procedures.** Contractor will submit invoices for Reimbursement monthly, subject to the limitations in Section 2.c. below and in accordance with the following procedures:
- i. Invoices and all supporting materials must be submitted within thirty (30) days following the month in which the expenditures were incurred.
 - ii. Invoices must be accompanied by documentary support sufficient to demonstrate that claimed compensation and expenditures are reimbursable under the terms of this SOW, determined in GHN's sole discretion, and at a minimum, must include a detailed General Ledger (G/L) Report certifying the hours worked in a CBW capacity, the Services provided, and itemizing the associated salary, benefits and other Reimbursable Expenditures consistent with SOW Attachment D.
 - iii. Invoices must be submitted in the form specified by GHN, a copy of which is provided in SOW Attachment E.
 - iv. Invoices, together with accompanying support, must be submitted electronically to: AP@greaterhealthnow.org.
 - v. GHN agrees to process Invoices and either approve Contractor's Reimbursement or explain the reason for GHN's denial within thirty (30) days after an Invoice is timely submitted in accordance with this Section.
- b. **Final Reimbursement.** Upon termination or expiration of the MCA or this SOW, Contractor's Final Reimbursement in connection with this SOW will be made no later than thirty (30) days after the date of termination or expiration of the MCA or the SOW, provided that Contractor timely submits a Final Invoice in accordance with the procedures in Section 2(a) above.
- c. **All Reimbursements Contingent.** All Reimbursements are contingent upon GHN receiving such funds from applicable Funding Sources.
- i. In the event that the amount of funds GHN receives from its Funding Sources is reduced, GHN reserves the right to reduce or terminate the approved Contractor's Approved Budget.
 - ii. Reimbursements are contingent on Contractor timely submitting appropriately supported Invoices and timely submitting any required Reports to GHN in order for GHN to meet its Reporting requirements to the designated Funding Source.
 - iii. Reimbursements are contingent on Contractor's continued eligibility to receive funds under the applicable provisions of the MCA, this SOW.
 - iv. Reimbursements are contingent on Contractor fully complying with the terms and conditions of the MCA, this SOW and applicable laws, In the event of Contractor's noncompliance, Contractor understands and acknowledges that it may not receive the full amount of Reimbursement that would otherwise be allowable under the terms of this SOW.

- iv. Contractor also acknowledges that Reimbursements received under this SOW may not cover all of Contractor's costs or expenses in connection with its participation in the CBCC program.
- v. Contractor acknowledges it may receive Reimbursements up to but not to exceed the total Contract Approved Budget and that Contractor's total Reimbursements may not amount to the approved Contractors Approved Budget.
- vi. GHN will reimburse Contractor for costs and expenditures only to the extent they are consistent with the Reimbursable Expenditures guidance described in SOW Attachment D.
- vii. Contractor agrees to provide additional information to support Contractor's Invoices and Reimbursement when requested by GHN.
- viii. GHN reserves the right to review any and all transactions, costs, and expenditures claimed for Reimbursement with regard to Funding.
- ix. If, within ninety (90) days after the end of the Contract Term GHN determines that any Reimbursement made during the Contract Term included amounts for CBW compensation, expenditures or costs inconsistent with or not allowable under this SOW, the MCA or applicable law, such will be excluded from future Reimbursements to Contractor or offset and reallocated upon receiving any future Invoices from Contractor.

3. Responsibilities of GHN:

- a. GHN agrees to review all information, Reports and Deliverables within thirty (30) days after the information, Report or Deliverable is submitted by Contractor submission in accordance with applicable procedures and timelines.
- b. GHN agrees to make incentive payments to Contractor in accordance with the Reporting and Performance Based Incentives described in SOW Attachment F. Incentive payments to Contractor are contingent upon Contractor timely furnishing complete and accurate information in accordance with GHN policies and procedures.
- c. GHN will endeavor to provide technical and other assistance, reasonably requested, that supports Contractor in connection with the CBCC program.
- d. Unless otherwise specified within this SOW, any and all expenses incurred by GHN during the performance of this SOW are the responsibility of GHN. GHN will not deduct costs or fees associated with providing assistance from Contractor's Reimbursements or the approved Contractors Approved Budget.

- e. GHN agrees to provide Contractor's GHN-funded CBW with a software license for accessing the Client Management System ("CMS").
- f. GHN agrees to train or arrange for training Contractor's CBW to access and use the CMS.
- g. GHN agrees to promptly communicate to Contractor any material changes in the CBCC program, GHN processes or any other document or procedure related to the administration of the CBCC program.

4. Responsibilities of Contractor:

- a. Contractor agrees to adhere to the letter and spirit of the roles, responsibilities, and other commitments set forth in the Contractor and Community-Based Workforce Roles and Responsibilities in SOW Attachment A.
- b. Contractor agrees to be responsible for completion of the Deliverables set forth in SOW Attachment B.
- c. In the event Contractor intends to change its legal name or dba, its legal status, or make material changes to its organizational structure or fiscal reporting period, Contractor will provide GHN with thirty (30) days' prior written notice.
- d. Contractor agrees to timely submit all required Reports and provide GHN with any additional information and documentation requested by GHN. Contractor acknowledges that failing to submit Reports on or before the applicable deadlines may result in a delayed or no Reimbursement by GHN to Contractor.
- e. Contractor agrees that its CBW FTE covered by this SOW will participate and complete all required trainings related to the CBCC program. Contractor agrees to participate in required convenings for shared learning, training, workforce development and continuous improvement.
- f. Contractor agrees to be responsible for its and its CBW and Supervisors' compliance with all terms of the CMS Software License Agreement, dated July 22, 2024, by and between GHN and Care Coordination Systems LLC, and all service level agreements. Licenses and service level agreements are available upon request.
- g. Contractor agrees to be responsible for all its own expenses incurred by Contractor during the performance of this SOW and in connection with the CBCC program unless the expenses are contained in Contractor's Approved Budget,

Allowable Expenditures under this SOW, and timely submitted for reimbursement.

- h. Contractor agrees to provide to individuals applying for, eligible for or receiving Medicaid-funded health care services from Contractor appropriate and timely notice of the individuals' rights and protections, including but not limited to access to Contractor's complaint, grievance and appeal procedures in accordance with WAC 182-538-180, WAC 246-341-0600, or as otherwise required by law.
- i. Contractor agrees to provide to patients and clients Contractor's notice of privacy practices and information and instructions to access complaint and grievance procedures permitted or required by the Washington Health Information Privacy Act (RCW 70.02) and the federal Health Insurance Portability and Accountability Act of 1996 (HIPAA), Public Law 104-191.

5. Records:

- a. Contractor agrees to maintain complete and accurate books, records, documents and other evidence related to its performance under this SOW ("Records").
- b. Contractor agrees to retain all Records for a period of not less than six (6) years following receipt of its Final Reimbursement or as otherwise required by applicable law and regulations.
- c. Such Records must be in sufficient detail to support confirmation that all information submitted by Contractor to GHN for all Reports required under this SOW or by GHN are true, complete, and accurate.
- d. Contractor authorizes GHN or its representatives or agents, Funding Sources, and state and federal officials to review, inspect, or audit Records upon written request during the Contract Term and for six (6) years after Contractor's receipt of its Final Reimbursement under this SOW.

6. Data Sharing:

- a. Both parties recognize the critical importance of sharing certain data to improve service delivery and outcomes for individuals in the Community-Based Care Coordination Hub.

Data to be Shared may include, but is not limited to:

- a. Demographic information (name, age, contact details, etc.)
- b. Health data (medical history, diagnoses, treatment plans, etc.)

- c. Service usage data (services accessed, dates, outcomes, etc.)
- d. Any other relevant information required for service coordination.

Responsibilities Related to Data Sharing:

- a. Both parties agree to adhere to all relevant privacy laws, including but not limited to the Health Insurance Portability and Accountability Act (HIPAA), General Data Protection Regulation (GDPR), or other applicable regulations regarding data protection.
- b. Data shared between the parties will only be used for the purposes specified in this MOU and will not be disclosed to unauthorized third parties without prior written consent.
- c. Both parties agree to implement reasonable security measures to protect personal data from unauthorized access, loss, or misuse.
- d. Both parties will maintain records of data shared, including details about what data was shared, the purpose of sharing, and any consent provided by individuals.

7. Miscellaneous:

- a. All Definitions in SOW Attachment B are interpreted consistently with the same terms used or defined in the MCA and this SOW in the context they are used. Other capitalized terms that are not otherwise defined in this SOW will have the meanings ascribed to them in the MCA.
- b. For the purposes of this SOW, whenever the context reflects the duration of a period of time or the time within which an act must be done, the term "days" refers to calendar days. When counting the number of days included in a period of time or within which an act must be done, the first day and including the last; however, if the last day is a Saturday, Sunday or Washington state holiday, the last day is the next business day.
- c. The Parties may amend this SOW only by a written agreement that identifies itself as an amendment to this SOW.
- d. Contractor may not assign this SOW or delegate its obligations under this SOW without the express written agreement of GHN.

8. Termination:

- a. In the event of Contractor's breach or abandonment of the MCA, GHN may terminate this SOW without further notice.
- b. Termination of the MCA for any reason constitutes automatic termination of this SOW.

- c. Contractor understands that Reimbursements under this SOW are conditioned upon the Contractor's complete performance of this SOW. Contractor understands and agrees that any damages suffered by GHN resulting from Contractor's breach, abandonment or non-compliance are difficult if not impossible to estimate in advance. GHN, without waiving any other remedies available to it, may retain any monies or Reimbursements not yet paid to Contractor under this SOW.

SIGNATURES AND APPROVALS

This SOW is executed by the persons signing below, who warrant that they have the authority to execute it.

GREATER HEALTH NOW

Contractor name

Signature: _____ Signature: _____

Name: Sharon Brown Name: _____

Title: Chief Executive Officer Title: _____

Date: _____ Date: _____

ORDINANCE NO. 1727

AN ORDINANCE ESTABLISHING REGULATIONS FOR THE LICENSING AND OPERATION OF CANNABIS RETAIL STORES WITHIN CITY LIMITS.

WHEREAS, State Initiative 502 ("I-502"), approved by Washington voters in November 2012, provides a framework for licensing and regulating the production, processing and retail sale of recreational marijuana; and

WHEREAS, on January 14th, 2016, the City amended the zoning code to allow cannabis retail stores in S-, D-C, and P-C zones; and

WHEREAS, on January 14th, 2016, the City repealed Clarkston Municipal Code Chapter 5.07 which prohibited the production, processing, and/or retail sales of recreational marijuana within the city limits of the City of Clarkston; and

WHEREAS, the State Legislature enacted the Cannabis Patient Protection Act in 2015, establishing regulations for the formerly unregulated medical marijuana system and aligning it with the existing recreational system; and

WHEREAS, the City has authority to act on marijuana use, production, processing, a sales, and cooperatives within its jurisdiction under Washington State Constitution Article XI, Section 11, Police and Sanitary Regulations; Chapters 69.50 and 69.51A RCW, as they exist or may be amended; its authority to regulate zoning within its jurisdiction; and any and all other authority granted to the City by the State Legislature and the Washington State Liquor and Cannabis Board; and

WHEREAS, the City does not currently have codes in place which specifically regulate the licensing and operation of cannabis retail stores; and

WHEREAS, there are currently three cannabis retail stores operating in the City;

NOW THEREFOR, THE CITY OF CLARKSTON ORDAINS AS FOLLOWS:

SECTION 1. Purpose. This ordinance regulates the licensing and operation of cannabis retail stores located within Clarkston City limits and are intended to be consistent with Chapter 69.50 RCW, Uniformed Controlled Substances Act, and Chapter 69.51A RCW, Medical Cannabis, as they exist or may be amended.

SECTION 2. Authority. The City derives its authority to act on marijuana use, production, processing, a sales, and cooperatives within its jurisdiction from Washington State Constitution Article XI, Section 11, Police and Sanitary Regulations; Chapters 69.50 and 69.51A RCW, as they exist or may be amended; its authority to regulate zoning within its jurisdiction; and any and all other authority granted to the City by the State Legislature and the Washington State Liquor Cannabis Board.

SECTION 3. Definitions. For the purpose of these regulations, cannabis and marijuana are synonymous.

SECTION 4. Business Regulation. By accepting a license issued pursuant to this chapter and/or Chapter 5.02 CMC, Business Licenses – Regulation, as they exist or may be amended, a licensee, jointly and severally, if more than one, agrees to indemnify and defend the City, its officers, elected officials, employees, attorneys, agents, insurers, and self-insurance pool, if any, against all liability, claims and demands, on account of injury, loss or damage, including, without limitation, claims arising from bodily injury, personal injury, sickness, disease, death, property loss or damage, or any other loss of any kind whatsoever, which arise out of or are in any manner connected with the operation of the marijuana-related business that is the subject of the license. The licensee further agrees to investigate, handle, respond to, and to provide defense for and defend against, any such liability, claims, or demands at its expense, and to bear all other costs and expenses related thereto, including court costs and attorney fees. The City may require a licensee to execute a written instrument confirming the provisions of this chapter.

SECTION 5. License Requirements. All business licenses related to marijuana shall contain language that substantially conforms to the following:

- A. The City of Clarkston shall not be responsible or liable for any claim, defense, or anything related to the operation of a marijuana-related business activity.
- B. By signing the business license application, the licensee accepts, agrees and acknowledges that it shall not have any claim against the City of Clarkston related to any claim, defense, or loss related to the operation of a marijuana-related business activity, and that the applicant shall hold the City of Clarkston absolutely harmless for any such claim, defense or loss. This Section shall govern the licensee's responsibilities in the event of a claim, defense, or loss related to the operation of a marijuana-related business activity.
- C. By signing the business license application, the licensee accepts, agrees and acknowledges that under federal law, and more specifically the Supremacy Clause of the United States Constitution, Article VI, Paragraph 2, federal law generally takes precedence over Washington State laws, and even the Washington State Constitution.
- D. Based on the supremacy clause and federal law in general, the applicant may still be subject to arrest, prosecution, imprisonment, and/ or fines for violating federal law, the City of Clarkston shall have no duty, responsibility, or liability based on any of those events, and that the City of Clarkston may be the entity to arrest, prosecute, imprison or fine the applicant.

SECTION 6. Procedure for obtaining City License for Cannabis.

- A. Any marijuana retailer, producer, or processor must obtain and maintain a valid Washington State Liquor and Cannabis Board license or endorsement to sell, produce or process marijuana in the City of Clarkston at the State approved location.

- B. Upon timely obtaining a marijuana license or endorsement from the State and complying with the City Zoning Code and other applicable City codes, and upon application and payment of all appropriate taxes and/ or fees, a City business license may be issued.

SECTION 7. Location.

- A. Marijuana zoning can be found in CMC 17.10.030.
- B. As defined and measured in WAC 314-55 and as authorized under RCW 59.50.331, marijuana retailers, producers, and processors shall not be located within one thousand feet (1,000') of any childcare center, elementary or secondary school, game arcade, library, playground, public park, public transit center, or recreation center or facility.

SECTION 8. Maximum number of cannabis retail licenses. The City will issue no more than three (3) business licenses to cannabis retailers operating within City limits. The licenses shall be issued first to those cannabis retailers who are already operating under a general City business license, provided they complete an application within 90 days of this ordinance's effective date AND hold a valid license from the Washington State Liquor and Cannabis Board and comply with City zoning and development requirements. Any remaining or future licenses will be issued in an order determined by the date the application is received by the City provided the applicant holds a valid license from the Washington State Liquor and Cannabis Board and complies with City zoning and development requirements.

SECTION 9. Severability. If any portion of this Ordinance for any reason is held invalid, that portion shall be a separate and distinct and independent provision and shall not affect the validity of the remainder of this Ordinance.

SECTION 10. Effective Date. This ordinance shall be in full force and effect upon the signing hereof by the mayor, attestation by the City Clerk and publication as required by law.

Dated this 10th day of March, 2025.

ATTEST BY:

Rachel Frost, City Clerk

Monika Lawrence, Mayor

APPROVED AS TO FORM:

Suzanne 'Suni' Hanson, City Attorney