

**CITY OF CLARKSTON
CITY COUNCIL AGENDA
829 5th Street
MONDAY, JULY 14, 2025**

1. **REGULAR MEETING CALL TO ORDER:** 5:30 P.M.
2. **PLEDGE OF ALLEGIANCE:**
3. **AGENDA CHANGES:**
4. **APPROVAL OF MINUTES:** June 23, 2025 Regular Meeting
5. **PRESENTATION:** Valley Vision
Visit Lewis Clark Valley
6. **COMMUNICATIONS:**
 - A. From the Public:
 - B. From the Mayor:
 - C. From Staff or Employees:
7. **COMMITTEE REPORTS:**
 - A. Finance/Admin – Audit Report on Current Bills
 - B. Public Safety – 7/9/2025
 - C. Public Works – 7/8/2025
 - D. Outside Organizations – Visit LC Valley, Health District, EMS Council, Valley Vision, PTBA, SEWEDA, MPO, Regional Stormwater, Lodging Tax Advisory
8. **UNFINISHED BUSINESS:** None
9. **CONSENT AGENDA:**
 - A. 2021 Stormwater Improvement Agreement – Liberty Northwest Construction (Public Works)
 - B. Temporary Easement, 13th St & Poplar Roundabout – Clk First Assembly of God (Public Works)
 - C. Real Property Voucher, 13th St & Poplar Roundabout – Clk First Assembly of God (Public Works)
 - D. Encumbrance Report, 13th St & Poplar Roundabout – Epic Land Solutions, Inc. (Public Works)
 - E. WSDOT NEPA Categorical Exclusion Form – 13th St Intersection Improvements (Public Works)
 - F. Professional Services Agreement – SAFEbuilt, LLC (Public Works)
 - G. Interlocal Agreement for Parking Enforcement and Impounds – Port of Clarkston (Public Safety)
 - H. Professional Services Agreement Amendment – Systems Design West LLC (Public Safety)
10. **NEW BUSINESS:** None
11. **COUNCIL COMMENTS:**
12. **QUESTIONS FROM THE PRESS:**
13. **EXECUTIVE SESSION:** Negotiations
14. **ADJOURN:**

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

CLARKSTON CITY COUNCIL MINUTES
June 23, 2025

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

STAFF: Clerk Frost, Interim Chief Daniel, Chief White, PWD Dimmick and Attorney Richardson.

AGENDA CHANGES: Mayor Lawrence advised the addition of WSDOT Supplement Agreement 2 for Holy Family SRTS to Item E under the Consent Agenda.

APPROVAL OF MINUTES: Minutes of the June 9, 2025 Regular Meeting were approved as distributed.

PRESENTATION: Mayor Lawrence introduced the Director of Union Gospel Mission, Jeremy Stevens, who provided an update on the high barrier shelter being built in Lewiston and the services becoming available upon completion in October 2025.

COMMUNICATIONS:

A. **From the Public:** None.

B. **From the Mayor:** Mayor Lawrence announced City Hall will be closed July 1st and 2nd due to staffing. She advised we will be swearing in the new Police Chief and Police Commander on June 26th.

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

COMMITTEE REPORTS:

Finance/Admin: Total expenditures for the June 23, 2025 period of \$694,384.81 and the May end of month of \$414.25. MOTION BY VINTON/EVANS to approve the paying of the bills. Motion Carried.

Public Safety: Mayor Lawrence advised that they did not meet.

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 HOLMAN/VINTON to approve the Consent Agenda. Motion Carried.

A. **Special Event Permit, The Lorax Crafts – Asotin Co. Library (Public Works)**

B. **Special Event Permit, Cruzin' to Clarkston Friday Night Social (Public Works)**

C. **WSDOT Supplement Agreement 10 – Keller Associates (Public Works)**

D. **Authorization for Grant Application – AWC Alternative Response Team (Finance/Admin)**

E. **WSDOT Supplement Agreement 2 – Keller Associates (Finance/Admin)**

NEW BUSINESS:

A. **Resolution 2025-11, Transportation Benefit District (Public Works)** Clerk Frost read the Resolution by title. PWD Dimmick gave an brief description on the renewal of the Transportation Benefit District (TBD) levy. MOTION BY EVANS/MCDOUGALL to adopt the Resolution. Motion Carried.

B. Council Approval of Mayoral Appointments. Mayor Lawrence provided Council with the following staff Appointments: Josh Daniel appointed to Police Chief

Byron Denny appointed to Police Commander

MOTION BY PIERCE/REAVES to approve the Mayoral Appointments. Motion Carried.

COUNCIL COMMENTS: Councilmember McDougall advised Council that lodging tax revenue has increased dramatically so far this year. Councilmember Evans asked if that was due to the cruise boats. McDougall confirmed cruise boat passengers help increase revenue. Councilmember McDougall added Visit LC Valley would like to see a crosswalk put in around the area of Walmart and the Chef Store for cruise boat passengers to utilize. Councilmember Pierce agreed that pedestrians have a hard time crossing there. McDougall also stated she would like to see a City of Clarkston representative on the Lewis-Clark Valley Chamber of Commerce hiring committee for the hiring of the vacant CEO/President position. Councilmember Holman confirmed he was the City's representative for that outside organization.

PRESS QUESTIONS: None.

EXECUTIVE SESSION: Mayor Lawrence advised that Council would be entering into Executive Session regarding litigation at 6:00pm. The session is expected to last 30 minutes, and no decision will be made as a result of the meeting. At 6:30pm Council returned to regular session.

ADJOURNMENT:

Meeting adjourned at 6:30pm.

Rachel Frost, City Clerk

Monika Lawrence, Mayor

Total Fund Expenditures 6/23/25	Ck #80592-80622	\$481,146.91
Payroll 6/20/25	Ck #80579-80591	\$213,237.90
Total Fund Expenditures May 2025 EOM		\$414.25

Public Safety
July 9, 2025

Attendance: Mayor Monika Lawrence, Chief Darren White, Chief Josh Daniel, Robin Albers, Sheila McDougall and Pat Holman

Police:

- The Port District of Clarkston has agreed to help the City of Clarkston financially with the disposal of abandoned trailers and motor homes that are in the Port District.
- Chief Daniel reported that the Unhoused Sleep Center is moving forward at the property of 1333 Fair St. The purchase of the property has a closing date of August 16.
- CPD received 9 calls over the three days of the 4th of July holiday pertaining to fireworks.
- CPD K-9 officer is at training for our new K-9 unit. This is a 4–5-week training period.

Fire:

- Chief White shared that fire calls were way down this year for the 4th of July holiday. CFD had 3 responses that were confirmed fireworks related, this number is down from 12 calls in 2024.
- Chief White shared that CFD has an opportunity to take part in the State of Idaho GEMT Program because of our transports to Idaho. This is the same program that we participate in the State of Washington.
- There will be an amendment to the Professional Services agreement between System Designs West, LLC and the City of Clarkston to make it possible to join the State of Idaho GEMT Program. This will be on the agenda for the council meeting on July 14, 2025.

Next Public Safety meeting July 23, 2025 at 4:00 p.m.

PWC Meeting Notes 7/8/25

Attending: David, Russ, Skate, Mike

- 1- Ordinance for compost regulations discussed. It's a state requirement.
- 2- Discussed sidewalk ADA accessibility
- 3- Right of way for 13th and poplar. \$6700
- 4- Approval for Stormwater project on council agenda
- 5- Discussed professional service agreement with SAFEbuilt
- 6- Discussed an issue with bamboo maliciously planted and is damaging a neighboring property.

**AGREEMENT
BETWEEN OWNER AND CONTRACTOR
FOR CONSTRUCTION CONTRACT (STIPULATED PRICE)**

THIS AGREEMENT is by and between City of Clarkston, Washington ("Owner") and
Liberty Northwest Construction ("Contractor").

Owner and Contractor hereby agree as follows:

ARTICLE 1 – WORK

- 1.01 Contractor shall complete all Work as specified or indicated in the Contract Documents. The Work is generally described as follows:

Construction of street storm drain system, asphalt repair and other improvements as specified in the Contract Documents.

ARTICLE 2 – THE PROJECT

- 2.01 The Project, of which the Work under the Contract Documents is a part, is generally described as follows: 2021 Stormwater Improvements Project

ARTICLE 3 – ENGINEER

- 3.01 The Project has been designed by Keller Associates, Inc.
- 3.02 The Owner has retained Keller Associates, Inc. ("Engineer") to act as Owner's representative, assume all duties and responsibilities, and have the rights and authority assigned to Engineer in the Contract Documents in connection with the completion of the Work in accordance with the Contract Documents.

ARTICLE 4 – CONTRACT TIMES

4.01 *Time of the Essence*

- A. All time limits for Milestones, if any, Substantial Completion, and completion and readiness for final payment as stated in the Contract Documents are of the essence of the Contract.

4.02 *Contract Times: Days*

- A. The Work will be substantially completed within 150 days after the date when the Contract Times commence to run as provided in Paragraph 4.01 of the General Conditions, and completed and ready for final payment in accordance with Paragraph 15.06 of the General Conditions within 180 days after the date when the Contract Times commence to run.

4.03 *Liquidated Damages*

- A. Contractor and Owner recognize that time is of the essence as stated in Paragraph 4.01 above and that Owner will suffer financial and other losses if the Work is not completed and

Milestones not achieved within the times specified in Paragraph 4.02 above, plus any extensions thereof allowed in accordance with the Contract. The parties also recognize the delays, expense, and difficulties involved in proving in a legal or arbitration proceeding the actual loss suffered by Owner if the Work is not completed on time. Accordingly, instead of requiring any such proof, Owner and Contractor agree that as liquidated damages for delay (but not as a penalty):

1. Substantial Completion: Contractor shall pay Owner \$1,000 for each day that expires after the time (as duly adjusted pursuant to the Contract) specified in Paragraph 4.02.A above for Substantial Completion until the Work is substantially complete.
2. Completion of Remaining Work: After Substantial Completion, if Contractor shall neglect, refuse, or fail to complete the remaining Work within the Contract Time (as duly adjusted pursuant to the Contract) for completion and readiness for final payment, Contractor shall pay Owner \$1,000 for each day that expires after such time until the Work is completed and ready for final payment.
3. Liquidated damages for failing to timely attain Substantial Completion and final completion are not additive and will not be imposed concurrently.

ARTICLE 5 – CONTRACT PRICE

5.01 Owner shall pay Contractor for completion of the Work in accordance with the Contract Documents the amounts that follow, subject to adjustment under the Contract:

- A. For all Work, at the prices stated in Contractor's Bid, attached hereto as an exhibit.

ARTICLE 6 – PAYMENT PROCEDURES

6.01 *Submittal and Processing of Payments*

- A. Contractor shall submit Applications for Payment in accordance with Article 15 of the General Conditions. Applications for Payment will be processed by Engineer as provided in the General Conditions.

6.02 *Progress Payments; Retainage*

- A. Owner shall make progress payments on account of the Contract Price on the basis of Contractor's Applications for Payment on or about the last day of each month during performance of the Work as provided in Paragraph 6.02.A.1 below, provided that such Applications for Payment have been submitted in a timely manner and otherwise meet the requirements of the Contract. All such payments will be measured by the Schedule of Values established as provided in the General Conditions (and in the case of Unit Price Work based on the number of units completed) or, in the event there is no Schedule of Values, as provided elsewhere in the Contract.
 1. Prior to Substantial Completion, progress payments will be made in an amount equal to the percentage indicated below but, in each case, less the aggregate of payments previously made and less such amounts as Owner may withhold, including but not limited to liquidated damages, in accordance with the Contract
 - a. 95 percent of Work completed (with the balance being retainage); and

- b. 95 percent of cost of materials and equipment not incorporated in the Work (with the balance being retainage).
 - B. Upon Substantial Completion, Owner shall pay an amount sufficient to increase total payments to Contractor to 100 percent of the Work completed, less such amounts set off by Owner pursuant to Paragraph 15.01.E of the General Conditions, and less 200 percent of Engineer's estimate of the value of Work to be completed or corrected as shown on the punch list of items to be completed or corrected prior to final payment.
- 6.03 *Final Payment*
- 6.04 *Upon final completion and acceptance of the Work in accordance with Paragraph 15.06 of the General Conditions, Owner shall pay the remainder of the Contract Price as recommended by Engineer as provided in said Paragraph 15.06.*

ARTICLE 7 – INTEREST

- 7.01 All amounts not paid when due shall bear interest at the maximum rate allowed by law at the place of the project.

ARTICLE 8 – CONTRACTOR'S REPRESENTATIONS

- 8.01 In order to induce Owner to enter into this Contract, Contractor makes the following representations:
- A. Contractor has examined and carefully studied the Contract Documents, and any data and reference items identified in the Contract Documents.
 - B. Contractor has visited the Site, conducted a thorough, alert visual examination of the Site and adjacent areas, and become familiar with and is satisfied as to the general, local, and Site conditions that may affect cost, progress, and performance of the Work.
 - C. Contractor is familiar with and is satisfied as to all Laws and Regulations that may affect cost, progress, and performance of the Work.
 - D. Contractor has carefully studied all reports of explorations and tests of subsurface conditions at or adjacent to the Site and all drawings of physical conditions relating to existing surface or subsurface structures at the Site that have been identified in the Supplementary Conditions, especially with respect to Technical Data in such reports and drawings.
 - E. Contractor has considered the information known to Contractor itself; information commonly known to contractors doing business in the locality of the Site; information and observations obtained from visits to the Site; the Contract Documents; and the Site-related reports and drawings identified in the Contract Documents, with respect to the effect of such information, observations, and documents on (1) the cost, progress, and performance of the Work; (2) the means, methods, techniques, sequences, and procedures of construction to be employed by Contractor; and (3) Contractor's safety precautions and programs.
 - F. Based on the information and observations referred to in the preceding paragraph, Contractor agrees that no further examinations, investigations, explorations, tests, studies, or data are necessary for the performance of the Work at the Contract Price, within the Contract Times, and in accordance with the other terms and conditions of the Contract.

- G. Contractor is aware of the general nature of work to be performed by Owner and others at the Site that relates to the Work as indicated in the Contract Documents.
- H. Contractor has given Engineer written notice of all conflicts, errors, ambiguities, or discrepancies that Contractor has discovered in the Contract Documents, and the written resolution thereof by Engineer is acceptable to Contractor.
- I. The Contract Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performance and furnishing of the Work.
- J. Contractor's entry into this Contract constitutes an incontrovertible representation by Contractor that without exception all prices in the Agreement are premised upon performing and furnishing the Work required by the Contract Documents.

ARTICLE 9 – CONTRACT DOCUMENTS

9.01 *Contents*

- A. The Contract Documents consist of the following:
 - 1. This Agreement (pages 1 to 7, inclusive).
 - 2. Performance bond (pages 1 to 4, inclusive).
 - 3. Payment bond (pages 1 to 3, inclusive).
 - 4. General Conditions (pages 1 to 73, inclusive).
 - 5. Supplementary Conditions (pages 1 to 11, inclusive).
 - 6. Specifications as listed in the table of contents of the Project Manual (not attached but incorporated by reference).
 - 7. Drawings (not attached but incorporated by reference) consisting of 42 sheets with each sheet bearing the following general title: Clarkston Stormwater Retrofit
 - 8. Addenda (numbers 1 to 2, inclusive).
 - 9. Exhibits to this Agreement (enumerated as follows):
 - a. Contractor's Bid (pages 1 to 16, inclusive).
 - 10. The following which may be delivered or issued on or after the Effective Date of the Contract and are not attached hereto:
 - a. Notice to Proceed.
 - b. Work Change Directives.
 - c. Change Orders.
 - d. Field Orders.
- B. The documents listed in Paragraph 9.01.A are attached to this Agreement (except as expressly noted otherwise above).
- C. There are no Contract Documents other than those listed above in this Article 9.

- D. The Contract Documents may only be amended, modified, or supplemented as provided in the General Conditions.

ARTICLE 10 – MISCELLANEOUS

10.01 Terms

- A. Terms used in this Agreement will have the meanings stated in the General Conditions and the Supplementary Conditions.

10.02 Assignment of Contract

- A. Unless expressly agreed to elsewhere in the Contract, no assignment by a party hereto of any rights under or interests in the Contract will be binding on another party hereto without the written consent of the party sought to be bound; and, specifically but without limitation, money that may become due and money that is due may not be assigned without such consent (except to the extent that the effect of this restriction may be limited by law), and unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under the Contract Documents.

10.03 Successors and Assigns

- A. Owner and Contractor each binds itself, its successors, assigns, and legal representatives to the other party hereto, its successors, assigns, and legal representatives in respect to all covenants, agreements, and obligations contained in the Contract Documents.

10.04 Severability

- A. Any provision or part of the Contract Documents held to be void or unenforceable under any Law or Regulation shall be deemed stricken, and all remaining provisions shall continue to be valid and binding upon Owner and Contractor, who agree that the Contract Documents shall be reformed to replace such stricken provision or part thereof with a valid and enforceable provision that comes as close as possible to expressing the intention of the stricken provision.

10.05 Contractor's Certifications

- A. Contractor certifies that it has not engaged in corrupt, fraudulent, collusive, or coercive practices in competing for or in executing the Contract. For the purposes of this Paragraph 10.05:
1. "corrupt practice" means the offering, giving, receiving, or soliciting of any thing of value likely to influence the action of a public official in the bidding process or in the Contract execution;
 2. "fraudulent practice" means an intentional misrepresentation of facts made (a) to influence the bidding process or the execution of the Contract to the detriment of Owner, (b) to establish Bid or Contract prices at artificial non-competitive levels, or (c) to deprive Owner of the benefits of free and open competition;
 3. "collusive practice" means a scheme or arrangement between two or more Bidders, with or without the knowledge of Owner, a purpose of which is to establish Bid prices at artificial, non-competitive levels; and

4. "coercive practice" means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in the bidding process or affect the execution of the Contract.

10.06 *Other Provisions*

- A. Owner stipulates that if the General Conditions that are made a part of this Contract are based on EJCDC® C-700, Standard General Conditions for the Construction Contract, published by the Engineers Joint Contract Documents Committee®, and if Owner is the party that has furnished said General Conditions, then Owner has plainly shown all modifications to the standard wording of such published document to the Contractor, through a process such as highlighting or "track changes" (redline/strikeout), or in the Supplementary Conditions.

10.07 *Third-Party Beneficiary*

- A. All parties agree that the State of Washington shall be, and is hereby, named as an express third-party beneficiary of this contract, with full rights as such.

B. IN WITNESS WHEREOF, Owner and Contractor have signed this Agreement.

This Agreement will be effective on _____ (which is the Effective Date of the Contract).

NOTE(S) TO USER:

1. See Article 21 of the Instructions to Bidders and correlate procedures for format and signing of the documents.
2. The Effective Date of the Contract stated above and the dates of any construction performance bond (EJCDC® C-610 or other) and construction payment bond (EJCDC® C-615 or other) should be the same, if possible. In no case should the date of any bonds be earlier than the Effective Date of the Contract.

OWNER:

CONTRACTOR:

Liberty Northwest Construction

By: _____

By: _____

Title: _____

Title: Thomas LaRiviere
Managing Member

(If Contractor is a corporation, a partnership, or a joint venture, attach evidence of authority to sign.)

Attest: _____

Attest: Heidi Grant

Title: _____

Title: Estimating Director

Address for giving notices:

Address for giving notices:

Liberty Northwest Construction

3448 N Huettner Rd

CDIA ID 83814

License No.: LIBERNCT52JC
(where applicable)

(If Owner is a corporation, attach evidence of authority to sign. If Owner is a public body, attach evidence of authority to sign and resolution or other documents authorizing execution of this Agreement.)

NOTE TO USER: Use in those states or other jurisdictions where applicable or required.

After recording return document to:

City of Clarkston
830 5th St.
Clarkston, WA 99403

Document Title: Temporary Easement
Grantors: Clarkston First Assembly of God
Grantee: City of Clarkston
Legal Description: Ptn of Sec 20, T11N, R46E, W.M.
Additional Legal Description is on Page 4 of Document.
Assessor's Tax Parcel Number: 10042203200140000

TEMPORARY EASEMENT

13th Street and Poplar Street Roundabout

The Grantors, **Clarkston First Assembly of God, who acquired title as Clarkston Assembly of God**, for and in consideration of SIX THOUSAND, SEVEN HUNDRED AND NO/100 (\$6,700.00) DOLLARS, and other valuable consideration, convey and grant unto the 13th Street and Poplar Street Roundabout Project, and its assigns, Grantee, under the imminent threat of the Grantee's exercise of its right of Eminent Domain, the right, privilege and easement over, upon, and across the hereinafter described lands for the purpose of blending the new roadway into the existing area and install driveway approaches.

Said lands being situated in Asotin County, State of Washington, described and depicted in Exhibit A and B, attached hereto, and made a part hereof.

The term of this Temporary Easement shall commence on the date of acceptance of this Temporary Easement by Grantee and shall terminate March 15, 2027, hereinafter the "Term".

It is further agreed that this Temporary Easement may be extended by up to 1-Year at the Grantee's option. The rate associated with this extension shall be at the same rate as the original Temporary Easement, or at the newly established rate determined by an updated Administrative

Offer Summary; whichever is higher. Grantee shall notify Grantor in writing, and render payment, prior to exercising this option.

Dated: June 23, 2025

Paul B. Berghand
Authorized Representative

RONALD G CHURCH
Notary Public
State of Washington
Commission #169455
Expires Oct. 23, 2027

GIVEN under my hand and official seal the day and year last above written.

Notary Public in and for the State of WA.
Washington, residing at Clarkston
My commission expires 10/23/2027

TEMPORARY EASEMENT

Accepted and Approved

City of Clarkston

By: _____
Mike Dimmick
Public Works Director

Date: _____, 2025

TEMPORARY EASEMENT

EXHIBIT A LEGAL DESCRIPTION of TEMPORARY CONSTRUCTION EASEMENT CLARKSTON ASSEMBLY OF GOD TO ASOTIN COUNTY

That portion of Lot 32 of Block "GG" of Vineland, according to the plat thereof recorded in Book B of Plats at Page 61, and a portion of Statutory Warranty Deed, recorded November 3, 1971, as Instrument No. 110925, records of Asotin County, Washington, located in the NE 1/4 of the SE 1/4 of Section 20, Township 11 North, Range 46 East, Willamette Meridian, Asotin County, Washington, described as follows:

Commencing at the northeast corner of said Lot 32, from which the northwest corner of Lot 25 of Block "GG" of Vineland bears South 87°25'31" West, 1,319.49 feet; thence along the north line of said Lot 32 South 87°25'31" West, 164.99 feet; thence leaving said north line South 02°35'05" West, 25.00 feet, more or less, to the northwest corner of said Statutory Warranty Deed, said point being the POINT OF BEGINNING.

thence along the north line of said Statutory Warranty Deed, North 87°25'31" East, 134.99 feet, more or less, to the east line of said Statutory Warranty Deed;

thence along the said east line, South 02°35'04" East, 75.00 feet;

thence leaving said east line South 87°24'56" West, 25.00 feet;

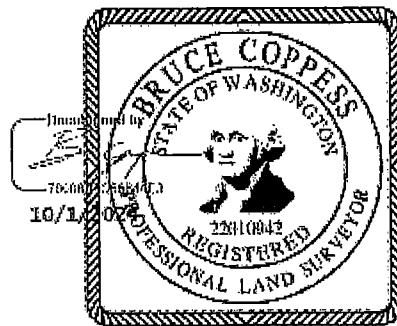
thence North 02°35'03" West, 50.00 feet;

thence South 87°25'31" West, 109.99 feet, more or less, to the west line of said Statutory Warranty Deed;

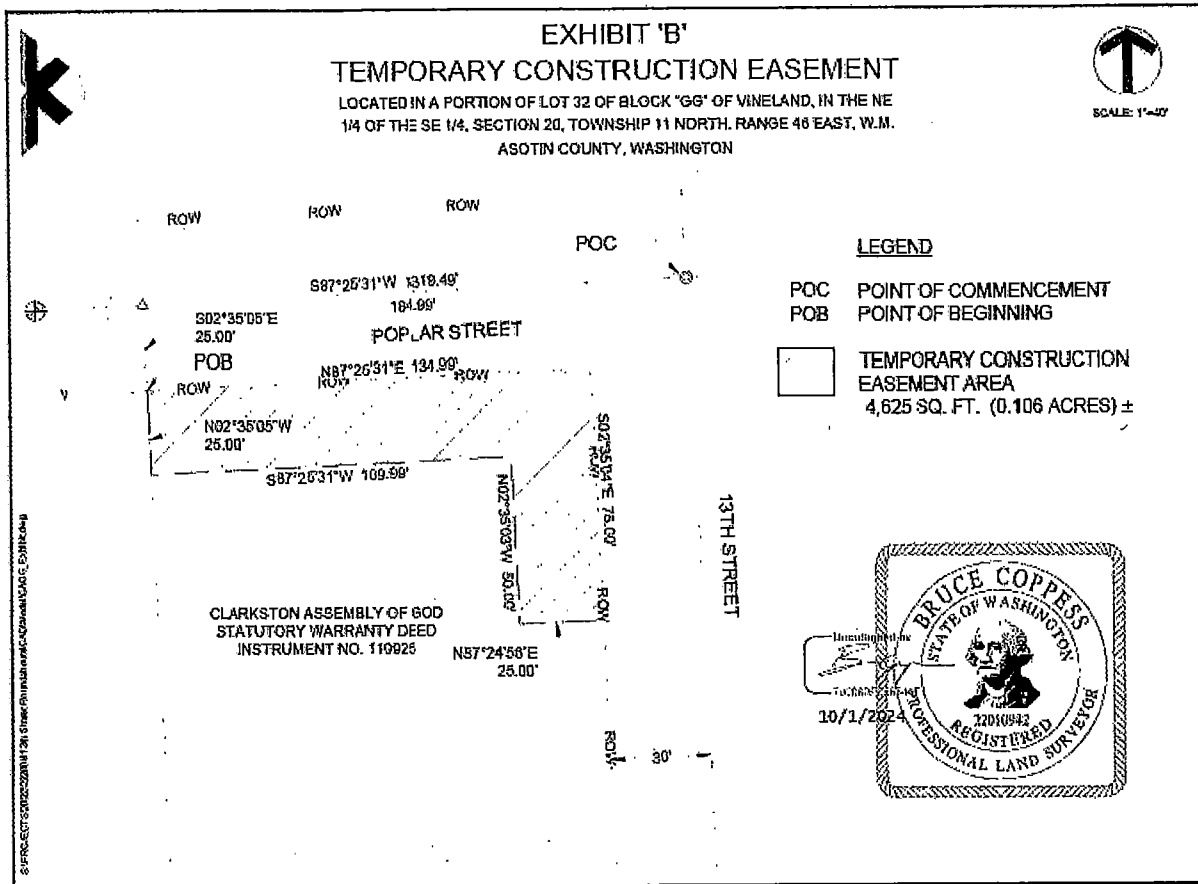
thence along said west line North 02°35'05" West, 25.00 feet to the POINT OF BEGINNING.

Containing 4,625 square feet or (0.106 acres), more or less.

SUBJECT TO: Existing rights-of-way and easements of record and/or appearing on the above-described parcel.



TEMPORARY EASEMENT



REAL PROPERTY VOUCHER

AGENCY NAME City of Clarkston 830 5th St. Clarkston, WA 99403		I hereby certify under penalty of perjury that the items and amounts listed herein are proper charges against the City of Clarkston, that the same or any part thereof has not been paid, and that I am authorized to sign for the claimant.		
GRANTOR OR CLAIMANT (NAME, ADDRESS) Clarkston First Assembly of God 1301 Poplar St. Clarkston, WA 99403		TIN/SSN: 	SIGNATURE (IN INK) FOR EACH CLAIMANT X <i>Paul B. Byghind</i> Authorized Representative	DATED 6/13/25
PROJECT NO. AND TITLE 13th Street and Poplar Street Roundabout				
FEDERAL AID NO. WA-13278		PARCEL NO. 10042203200140000		
In full, complete and final payment and settlement for the title or interest conveyed or released, as fully set forth in:			DATED	\$ AMOUNT
LAND: Temporary Construction Easement: 4,624.82 SF x \$9.00/SF x 8% x 2 years			+	\$6,659.74
IMPROVEMENTS:			+	
DAMAGES:			+	
Cost to Cure			+	
Proximity			+	
Other			+	
SPECIAL BENEFITS				
JC (Just Compensation) Amount				\$6,700.00 (R)
REMAINDER:				
Uneconomic Remnant			+	
Excess Acquisition			+	
DEDUCTIONS:				
Amount Previously Paid				
Performance Bond				
Salvage Amount				
Pre Paid Rent				
Other				
ADMINISTRATIVE SETTLEMENT			+	
STATUTORY EVALUATION ALLOWANCE			+	
ESCROW FEE			+	
REAL ESTATE EXCISE TAX			+	
OTHER:			+	
ACQUISITION AGENT Kelly Atkinson <i>Kelly Atkinson</i>		DATE 6/27/25	Voucher No.	TOTAL AMOUNT PAID \$6,700.00 (R)
AUTHORIZED AGENT FOR AGENCY Mike Dimmick		DATE		

Date: June 30, 2025

RE: Encumbrance Report

Reviewed by: Sara Johnson

Fed Aid Number: WA-13278

Project Name: 13th Street and Poplar Street Roundabout

Project Assessor's Parcel No.: 1-004-22-032-0014-0000

Property ID: 01

Title Report Order No.: 641944

Dated: April 21, 2025

Supplemental No.: Dated:

Property Owner: Clarkston First Assembly of God, who acquired title as Clarkston Assembly of God

☐ Reviewed – No Comments or concerns on exceptions

☒ Reviewed – See Comments

Comments: 4,625 SF Temporary Easement – Expires March 15, 2027

Exception Number	Exception Description	Recommended Action Remain / Delete and Explanation	Insert Agency's Comments
1-9	Standard Exceptions	Remain	
10	Excise Tax	Delete- Exempt per WAC 458-61A-206	
11	Assessments to the City of Clarkston	Remain- does not impact Agency	
12	Plat of Vineland	Remain- does not impact Agency	
13	Public Right to ROW of 13 th St & Poplar St	Remain- Does not impact project	
14	Utility CCR Recorded May 28, 1925	Remain- City to relocate utilities if necessary	
15	Easement for Public Utilities Recorded May 29, 1925	Remain – City to relocate utilities if necessary	
16	Deed of Trust: Chicago Title in favor of Church Extension Plan Rec. No. 360812 Advance Rec. No. 373809	Remain, low value acquisitions does not require release from Lender	

The above recommendation was prepared by:

By: Sara Johnson

6/27/2025

Sara Johnson, Right of Way Agent
Epic Land Solutions, Inc.

Date

The undersigned has reviewed and approved the above exceptions/paragraphs to be deleted or remain on title.

By: _____

Mike Dimmick

Date



NEPA Categorical Exclusion Documentation Form

Federal Aid Project Number STBG(UM)-5975(003)	NEPA Start Date 07/13/2022	Intent of Submittal ☐ Preliminary ☒ Final ☐ Re-Evaluate
Agency City of Clarkston	Project Title 13th Street Intersection Improvements, Phase 1	
County Asotin		
Beginning terminus: <u>Various</u>	Township(s): <u>11N</u>	
Ending terminus: <u>Various</u>	Range(s): <u>46E</u>	
Miles: <u>N/A</u>	Section(s): <u>20 & 29</u>	
Part 1 - Project Description (Attach Vicinity Map)		
Improve intersection safety for motorists and pedestrians by constructing mini roundabouts at the intersections of 13th Street and Poplar Street, and 13th Street and Highland Avenue in Clarkston, WA. Improvements at both intersections include updated ADA ramps, pedestrian refuge islands, updated signage, pavement markings, new asphalt surfacing, stamped concrete splitter islands, and RRFB's. RW and CN are fully funded with federal funds using Toll Credits as local match		
Part 2 - Categorical Exclusion & STIP		
- Identify one CE from 23 CFR 771.117 (CE Guidebook - Appendix A) that fits the entire project c(23)ii - Per 23 CFR Part 452(l) identify the subsequent project phase identified on the STIP? ☒ ROW ☒ Construction - Attach a copy of the STIP page to the CE documentation form.		

NEPA Approval Signatures

Local Agency Approving Authority	Date	Local Programs Environmental Engineer	Date
Regional Local Programs Engineer	Date	Federal Highway Administration	Date
Completed By (Print Official's Name) Michelle Anderson, AEC	Telephone (include area code) 509-220-0045	E-mail Address mca@aec-enviro.com	

3. Cultural Resources/Historic Structures - Identify any historic, archaeological or cultural resources present within the project's Area of Potential Effects.

Does the project fit into any of the exempt types of projects listed in Appendix J of the CE Guidebook?

☒ Yes ☐ No If Yes, note exemptions below.

A-15 and A-23 exemptions

If No: Date of DAHP concurrence: _____

Date of Tribal consultation(s) (if applicable): _____

Adverse effects on cultural/historic resources? ☐ Yes ☐ No

If Yes, date of approved Section 106 MOA: _____

4. Floodplains and Floodways

- a. Is the project located in a 100-year floodplain? ☐ Yes ☒ No
- b. If Yes, is the project located within a 100-year floodway? ☐ Yes ☒ No
- c. Will the project impact a 100-year floodplain? ☐ Yes ☒ No If Yes, describe impacts.

5. Hazardous and Problem Waste - Identify potential sources and type(s).

- a. Does the project require excavation below the existing ground surface? ☒ Yes ☐ No
- b. Will groundwater be encountered? ☐ Yes ☒ No
- c. Will any properties be acquired as part of this project? ☐ Yes ☒ No
- d. Is this site located in an undeveloped area (i.e. no buildings, parking, storage areas or agriculture)? ☐ Yes ☒ No
- e. Is the project located within a one-mile radius of a known Superfund Site? ☐ Yes ☒ No
- f. Is this project located within a 1/2-mile radius of a site or sites listed on any of the following Department of Ecology databases?
☒ Yes ☐ No If Yes, check the appropriate boxes below.
- ☒ Voluntary Cleanup Program (VCP), State Cleanup Site (SCS), or Independent Cleanup Program (ICP)
- ☒ Underground Storage Tank (UST)
- ☒ Leaking Underground Storage Tank (LUST)
- ☐ Confirmed and Suspected Contaminated Sites List (CSCSL)
- g. Has site reconnaissance (windshield survey) been performed? ☒ Yes ☐ No (Please identify any properties not identified in the Ecology or ERS database search as an attachment -- name, address and property use).
- h. Based on the information above and project specific activities, is there a potential for the project to generate, acquire or encounter contaminated soils, groundwater or surface water? ☐ Yes ☒ No

Please explain:

See attached HAZMAT memo for additional information.

If you responded Yes to any of these questions above (5A - 5F or 5H), contact your Region LPE for assistance as a "Right-Sized" HazMat Analysis Report/Memorandum most likely will be required.

10. Tribal Lands - Identify whether the project will occur within any Tribal lands, including reservation, trust and fee lands. Please do not list usual and accustomed area.

None

11. Water Quality/Stormwater

- a. Will this project's proposed stormwater treatment facility be consistent with the guidelines provided by either WSDOT's HRM, DOE's stormwater management manual for eastern/western Washington or a local agency equivalent manual?

☒ Yes ☐ No

Explain proposed water quality/quantity treatment for the new and any existing pollution generating impervious surface associated with the proposed project. **There are current catch basins present in the intersection that will be adjusted as part of this project.**

- b. Amount of existing pollution generating impervious surface within the project limits: 38,880 SF
- c. Net new pollution generating impervious surface to be created as a result of this project: 37,700 SF
- d. Amount of proposed post-project untreated pollution generating impervious surface: -1,180 SF

12. Previous Environmental Commitments

Describe previous environmental commitments that may affect or be affected by the project - if any.

None

13. Environmental Justice - Does the project meet any of the exemptions noted in Appendix L of the CE Documentation Guidebook?

If Yes, please note the exemption and appropriate justification in the space below.

Section 13 of this CE form no longer applies consistent with Executive Orders 14154 and 14173 issued on January 21, 2025.

If No, attach Appendix M and supporting documentation as required per the decision matrix. This will include at least two demographic information sources and possibly a description of anticipated project impacts.

Please refer to the CE Guidebook for more information.

Part 5 - Biological Assessments and EFH Evaluations

- 1. Do any listed species potentially occur in the project's action area and/or is any designated critical habitat present within the project's action area?** ☐ Yes ☒ No Attach species listings.

Affected ESA Listed Species	2. Will any construction work occur within 0.25 mile of any of the following?	3. Does the project involve blasting, pile driving, concrete sawing, rock-drilling or rock-scaling activity within one mile of any of the following?
Oregon Spotted Frog proposed critical habitat or suitable habitat?	☐ Yes ☒ No	☐ Yes ☒ No
Yellow-billed Cuckoo suitable habitat?	☐ Yes ☒ No	☐ Yes ☒ No
Spotted Owl management areas, designated critical habitat or suitable habitat?	☐ Yes ☒ No	☐ Yes ☒ No
Marbled Murrelet nest or occupied stand, designated critical habitat or suitable habitat?	☐ Yes ☒ No	☐ Yes ☒ No
Western Snowy Plover designated critical habitat?	☐ Yes ☒ No	☐ Yes ☒ No
Is the project within 0.25 mile of marine waters? If Yes explain potential effects on Killer Whales and on Marbled Murrelet foraging areas.	☐ Yes ☒ No	☐ Yes ☒ No

Analysis for RRMP ESA 4(d) determination for NMFS – A local agency must be certified by the Regional Road Maintenance Forum to utilize 4(d).

Maintenance Category (check all that apply)

- | | | |
|--|---|---|
| ☐ 1. Roadway Surface | ☐ 6. Stream Crossings | ☐ 11. Emergency Slide/Washout Repair |
| ☐ 2. Enclosed Drainage Systems | ☐ 7. Gravel Shoulders | ☐ 12. Concrete |
| ☐ 3. Cleaning Enclosed Drainage Systems | ☐ 8. Street Surface Cleaning | ☐ 13. Sewer Systems |
| ☐ 4. Open Drainage Systems | ☐ 9. Bridge Maintenance | ☐ 14. Water Systems |
| ☐ 5. Watercourses and Streams | ☐ 10. Snow and Ice Control | ☐ 15. Vegetation |

Describe how the project fits in the RRMP 4(d) Program:

Effect Determinations for ESA and EFH

If each of the questions in the preceding section resulted in a "No" response or if any of the questions were checked "Yes," but adequate justification can be provided to support a "no effect" determination, then check "No Effect" below. If this checklist cannot be used for Section 7 compliance (i.e., adequate justification cannot be provided or a "may effect" determination is anticipated), a separate biological assessment document is required.

	NMFS	USFWS	EFH Determination
☒ No Effect	_____	_____	☒ No Adverse Effect
☐ NLTA - Date of Concurrence	_____	_____	☐ Adverse Effect - Date of NMFS concurrence _____
☐ LTAA - Date BO Issued	_____	_____	
☐ RRMP 4(d)	_____	_____	☐ Not Applicable

Part 6 - FHWA Comments



ANDERSON ENVIRONMENTAL CONSULTING

13th St Intersection
Improvements, Phase 1
Lat: 46.410834
Long: -117.058629
T 11N R 46E, Sections 20 & 29
Asotin County, WA

Legend:



0 300 600 1,200 Feet



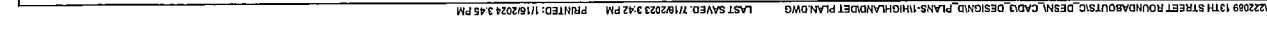


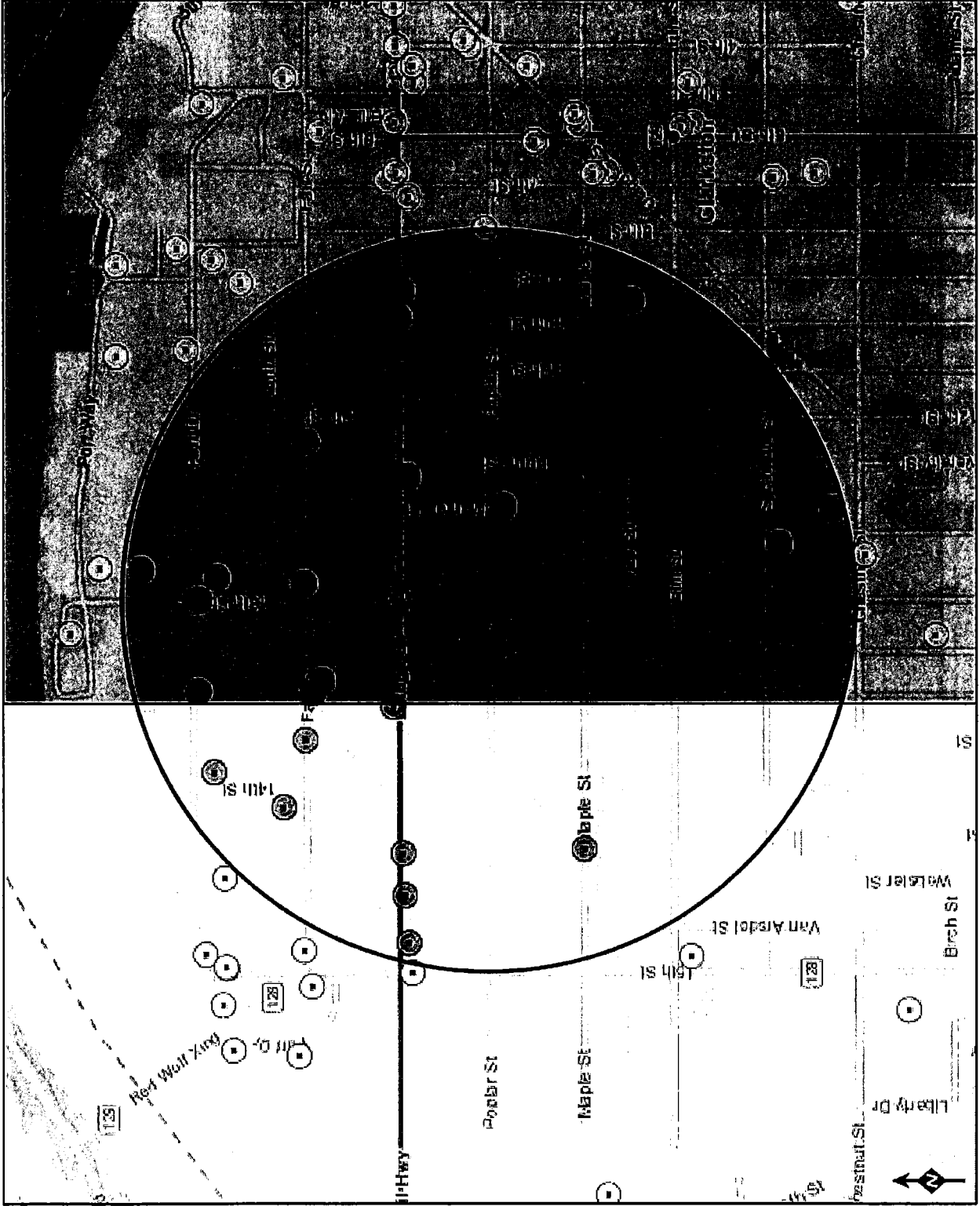
Table 1: HAZMAT Locations Within ½ Mile Radius

Name	Type	End Date	Distance from Project Location (miles)
Circle K	UST, LUST, VCS	LUST- 05/06/2005 VCS- 05/06/2005 UST- 05/06/2005	0.43
Coleman Oil Cardock Fuel	UST	N/A	0.37
Clarkston Police Dept	UST, LUST	N/A	0.40
Day CO Auto Parts & Service	UST	N/A	0.46
Transportation Department	UST	N/A	0.41
Frank's Exxon	UST	05/18/2000	0.40
Fuch's Flower Garden	UST	N/A	0.02
Rick's Family Foods	UST, LUST	01/29/1999	0.01
Tri State Convalescent Center	UST, LUST	04/08/1996	0.14
Tri State Memorial Hospital	UST, VCS, SCS	VCS- 10/31/2006 SCS- Under clean up	0.17
Fuchs Flower and Garden Center	UST	05/18/2000	0.39
Washington Water Power	UST	05/18/2000	0.28
Zip Trip 22	UST	N/A	0.20

Well reports in the vicinity show static water levels ranging from 38 feet to 90 feet below the surface. The ground disturbance depth during construction is anticipated to be 4 feet; therefore, there is a very low risk of encountering groundwater.

Poplar and 13th St Intersection

- Selected facility/site locations**
- Selected facility/site
- Unselected facility/site locations**
- Unselected facility/site





United States Department of the Interior

FISH AND WILDLIFE SERVICE
Washington Fish And Wildlife Office
510 Desmond Drive Se, Suite 102
Lacey, WA 98503-1263
Phone: (360) 753-9440 Fax: (360) 753-9405



In Reply Refer To:
Project Code: 2022-0058273
Project Name: 13th St Roundabouts

06/20/2025 17:34:14 UTC

Subject: List of threatened and endangered species that may occur in your proposed project location or may be affected by your proposed project

To Whom It May Concern:

The enclosed species list identifies threatened, endangered, proposed and candidate species, as well as proposed and final designated critical habitat, that may occur within the boundary of your proposed project and/or may be affected by your proposed project. The species list fulfills the requirements of the U.S. Fish and Wildlife Service (Service) under section 7(c) of the Endangered Species Act (Act) of 1973, as amended (16 U.S.C. 1531 *et seq.*).

New information based on updated surveys, changes in the abundance and distribution of species, changed habitat conditions, or other factors could change this list. Please feel free to contact us if you need more current information or assistance regarding the potential impacts to federally proposed, listed, and candidate species and federally designated and proposed critical habitat. Please note that under 50 CFR 402.12(e) of the regulations implementing section 7 of the Act, the accuracy of this species list should be verified after 90 days. This verification can be completed formally or informally as desired. The Service recommends that verification be completed by visiting the IPaC website at regular intervals during project planning and implementation for updates to species lists and information. An updated list may be requested through the IPaC system by completing the same process used to receive the enclosed list.

The purpose of the Act is to provide a means whereby threatened and endangered species and the ecosystems upon which they depend may be conserved. Under sections 7(a)(1) and 7(a)(2) of the Act and its implementing regulations (50 CFR 402 *et seq.*), Federal agencies are required to utilize their authorities to carry out programs for the conservation of threatened and endangered species and to determine whether projects may affect threatened and endangered species and/or designated critical habitat.

A Biological Assessment is required for construction projects (or other undertakings having similar physical impacts) that are major Federal actions significantly affecting the quality of the human environment as defined in the National Environmental Policy Act (42 U.S.C. 4332(2)(c)). For projects other than major construction activities, the Service suggests that a biological

evaluation similar to a Biological Assessment be prepared to determine whether the project may affect listed or proposed species and/or designated or proposed critical habitat. Recommended contents of a Biological Assessment are described at 50 CFR 402.12.

If a Federal agency determines, based on the Biological Assessment or biological evaluation, that listed species and/or designated critical habitat may be affected by the proposed project, the agency is required to consult with the Service pursuant to 50 CFR 402. In addition, the Service recommends that candidate species, proposed species and proposed critical habitat be addressed within the consultation. More information on the regulations and procedures for section 7 consultation, including the role of permit or license applicants, can be found in the "Endangered Species Consultation Handbook" at:

<https://www.fws.gov/sites/default/files/documents/endangered-species-consultation-handbook.pdf>

Migratory Birds: In addition to responsibilities to protect threatened and endangered species under the Endangered Species Act (ESA), there are additional responsibilities under the Migratory Bird Treaty Act (MBTA) and the Bald and Golden Eagle Protection Act (BGEPA) to protect native birds from project-related impacts. Any activity resulting in take of migratory birds, including eagles, is prohibited unless otherwise permitted by the U.S. Fish and Wildlife Service (50 C.F.R. Sec. 10.12 and 16 U.S.C. Sec. 668(a)). For more information regarding these Acts, see <https://www.fws.gov/program/migratory-bird-permit/what-we-do>.

It is the responsibility of the project proponent to comply with these Acts by identifying potential impacts to migratory birds and eagles within applicable NEPA documents (when there is a federal nexus) or a Bird/Eagle Conservation Plan (when there is no federal nexus). Proponents should implement conservation measures to avoid or minimize the production of project-related stressors or minimize the exposure of birds and their resources to the project-related stressors. For more information on avian stressors and recommended conservation measures, see <https://www.fws.gov/library/collections/threats-birds>.

In addition to MBTA and BGEPA, Executive Order 13186: *Responsibilities of Federal Agencies to Protect Migratory Birds*, obligates all Federal agencies that engage in or authorize activities that might affect migratory birds, to minimize those effects and encourage conservation measures that will improve bird populations. Executive Order 13186 provides for the protection of both migratory birds and migratory bird habitat. For information regarding the implementation of Executive Order 13186, please visit <https://www.fws.gov/partner/council-conservation-migratory-birds>.

We appreciate your concern for threatened and endangered species. The Service encourages Federal agencies to include conservation of threatened and endangered species into their project planning to further the purposes of the Act. Please include the Consultation Code in the header of this letter with any request for consultation or correspondence about your project that you submit to our office.

Attachment(s):

- Official Species List

OFFICIAL SPECIES LIST

This list is provided pursuant to Section 7 of the Endangered Species Act, and fulfills the requirement for Federal agencies to "request of the Secretary of the Interior information whether any species which is listed or proposed to be listed may be present in the area of a proposed action".

This species list is provided by:

Washington Fish And Wildlife Office

510 Desmond Drive Se, Suite 102

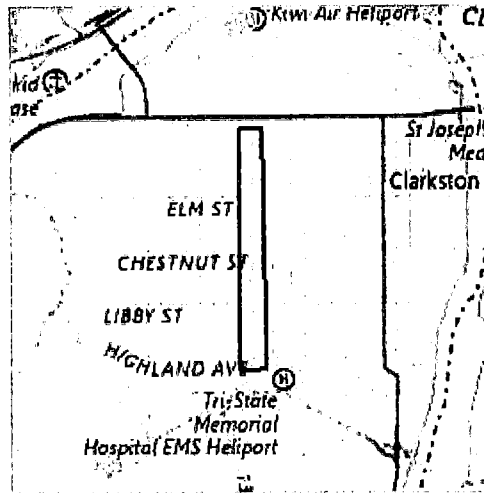
Lacey, WA 98503-1263

(360) 753-9440

PROJECT SUMMARY

Project Code: 2022-0058273
Project Name: 13th St Roundabouts
Project Type: Road/Hwy - Maintenance/Modification
Project Description: intersection improvements on 5 intersections in Clarkston, WA
Project Location:

The approximate location of the project can be viewed in Google Maps: <https://www.google.com/maps/@46.41096625,-117.058746825,14z>



Counties: Asotin County, Washington

ENDANGERED SPECIES ACT SPECIES

There is a total of 5 threatened, endangered, or candidate species on this species list.

Species on this list should be considered in an effects analysis for your project and could include species that exist in another geographic area. For example, certain fish may appear on the species list because a project could affect downstream species.

IPaC does not display listed species or critical habitats under the sole jurisdiction of NOAA Fisheries¹, as USFWS does not have the authority to speak on behalf of NOAA and the Department of Commerce.

See the "Critical habitats" section below for those critical habitats that lie wholly or partially within your project area under this office's jurisdiction. Please contact the designated FWS office if you have questions.

-
1. NOAA Fisheries, also known as the National Marine Fisheries Service (NMFS), is an office of the National Oceanic and Atmospheric Administration within the Department of Commerce.

BIRDS

NAME	STATUS
Yellow-billed Cuckoo <i>Coccyzus americanus</i> Population: Western U.S. DPS There is final critical habitat for this species. Your location does not overlap the critical habitat. Species profile: https://ecos.fws.gov/ecp/species/3911	Threatened

FISHES

NAME	STATUS
Bull Trout <i>Salvelinus confluentus</i> Population: U.S.A., coterminous, lower 48 states There is final critical habitat for this species. Your location does not overlap the critical habitat. Species profile: https://ecos.fws.gov/ecp/species/8212	Threatened

INSECTS

NAME	STATUS
Monarch Butterfly <i>Danaus plexippus</i> There is proposed critical habitat for this species. Your location does not overlap the critical habitat. Species profile: https://ecos.fws.gov/ecp/species/9743	Proposed Threatened
Suckley's Cuckoo Bumble Bee <i>Bombus suckleyi</i> Population: No critical habitat has been designated for this species. Species profile: https://ecos.fws.gov/ecp/species/10885	Proposed Endangered

FLOWERING PLANTS

NAME	STATUS
Spalding's Catchfly <i>Silene spaldingii</i> There is proposed critical habitat for this species. Species profile: https://ecos.fws.gov/ecp/species/3681	Threatened

CRITICAL HABITATS

THERE ARE NO CRITICAL HABITATS WITHIN YOUR PROJECT AREA UNDER THIS OFFICE'S JURISDICTION.

YOU ARE STILL REQUIRED TO DETERMINE IF YOUR PROJECT(S) MAY HAVE EFFECTS ON ALL ABOVE LISTED SPECIES.

IPAC USER CONTACT INFORMATION

Agency: County of Asotin
Name: Jessica From
Address: 707 N. Cedar St
City: Spokane
State: WA
Zip: 99201
Email: jf@aec-enviro.com
Phone: 5099919009

LEAD AGENCY CONTACT INFORMATION

Lead Agency: Department of Transportation

**PROFESSIONAL SERVICES AGREEMENT
BETWEEN CITY OF CLARKSTON, WASHINGTON
AND SAFEbuilt WASHINGTON, LLC**

This Professional Services Agreement ("Agreement") is made and entered into by and between City of Clarkston, Washington, ("Municipality") and SAFEbuilt Washington, LLC, a wholly owned subsidiary of SAFEbuilt, LLC, ("Consultant"). Municipality and Consultant shall be jointly referred to as "Parties".

RECITALS

WHEREAS, Municipality is seeking a consultant to perform the services listed in Exhibit A – List of Services, ("Services"); and

WHEREAS, Consultant is ready, willing, and able to perform Services.

NOW THEREFORE, for good and valuable consideration, the sufficiency of which is hereby acknowledged, Municipality and Consultant agree as follows:

1. SCOPE OF SERVICES

Consultant will perform Services in accordance with codes, amendments and ordinances adopted by the elected body of Municipality. The qualified professionals employed by Consultant will maintain current certifications, certificates, licenses as required for Services that they provide to Municipality. Consultant is not obligated to perform services beyond what is contemplated by this Agreement.

Unless otherwise provided in Exhibit C, Consultant shall provide the Services using hardware and Consultant's standard software package. In the event that Municipality requires that Consultant utilize hardware or software specified by or provided by Municipality, Municipality shall provide the information specified in Exhibit C. Consultant shall use reasonable commercial efforts to comply with the requirements of Exhibit C and Municipality, at its sole expense, shall provide such technical support, equipment or other facilities as Consultant may reasonably request to permit Consultant to comply with the requirements of Exhibit C.

2. CHANGES TO SCOPE OF SERVICES

Any changes to Services between Municipality and Consultant shall be made in writing that shall specifically designate changes in Service levels and compensation for Services. Both Parties shall determine a mutually agreed upon solution to alter services levels and a transitional timeframe that is mutually beneficial to both Parties. No changes shall be binding absent a written Agreement or Amendment executed by both Parties.

3. FEE STRUCTURE

In consideration of Consultant providing services, Municipality shall pay Consultant for Services performed in accordance with Exhibit B – Fee Schedule.

4. INVOICE & PAYMENT STRUCTURE

Consultant will invoice Municipality as SAFEbuilt, LLC, on a monthly basis and provide all necessary supporting documentation. All payments are due to Consultant within 30 days of Consultant's invoice date. Payments owed to Consultant but not made within sixty (60) days of invoice date shall bear simple interest at the rate of one and one-half percent (1.5%) per month. If payment is not received within ninety (90) days of invoice date, Services will be discontinued until all invoices and interest are paid in full. Municipality may request, and Consultant shall provide, additional information before approving the invoice. When additional information is requested Municipality will identify specific disputed item(s) and give specific reasons for any request. Undisputed portions of any invoice shall be due within 30 days of Consultants invoice date, if additional information is requested, Municipality will submit payment within thirty (30) days of resolution of the dispute.

5. TERM

This Agreement shall be effective on the latest date on which this Agreement is fully executed by both Parties. The initial term of this Agreement shall be twelve (12) months. Agreement shall automatically renew for subsequent twelve (12) month terms until such time as either Party notifies the other of their desire to terminate this Agreement.

6. TERMINATION

Either Party may terminate this Agreement, or any part of this Agreement upon ninety (90) days written notice, with or without cause and with no penalty or additional cost beyond the rates stated in this Agreement. In case of such termination, Consultant shall be entitled to receive payment for work completed up to and including the date of termination within thirty (30) days of the termination.

All structures that have been permitted, a fee collected, and not yet expired at the time of termination may be completed through final inspection by Consultant if approved by Municipality. Consultant's obligation is met upon completion of final inspection or permit expiration, provided that the time period to reach such completion and finalization does not exceed ninety (90) days. Alternately, Municipality may exercise the option to negotiate a refund for permits where a fee has been collected but inspections have not been completed. The refund will be prorated according to percent of completed construction as determined by Consultant and mutually agreed upon by all Parties. No refund will be given for completed work.

7. FISCAL NON-APPROPRIATION CLAUSE

Financial obligations of Municipality payable after the current fiscal year are contingent upon funds for that purpose being appropriated, budgeted, and otherwise made available in accordance with the rules, regulations, and resolutions of Municipality, and other applicable law. Upon the failure to appropriate such funds, this Agreement shall be terminated.

8. MUNICIPALITY OBLIGATIONS

Municipality shall timely provide all data information, plans, specifications and other documentation reasonably required by Consultant to perform Services (Materials). Municipality has the right to grant and hereby grants Consultant a fully paid up, non-exclusive, non-transferable license to use the Materials as reasonably required to perform Services.

9. PERFORMANCE STANDARDS

Consultant shall perform the Services using that degree of care, skill, and professionalism ordinarily exercised under similar circumstances by members of the same profession practicing or performing the substantially same or similar services. Consultant represents to Municipality that Consultant retains employees that possess the skills, knowledge, and abilities to competently, timely, and professionally perform Services in accordance with this Agreement.

10. INDEPENDENT CONTRACTOR

Consultant is an independent contractor, and, except as provided otherwise in this section, neither Consultant, nor any employee or agent thereof, shall be deemed for any reason to be an employee or agent of Municipality. Municipality shall have no liability or responsibility for any direct payment of any salaries, wages, payroll taxes, or any and all other forms or types of compensation or benefits to any personnel performing services for Municipality under this Agreement. Consultant shall be solely responsible for all compensation, benefits, insurance and employment-related rights of any person providing Services hereunder during the course of or arising or accruing as a result of any employment, whether past or present, with Consultant.

Consultant and Municipality agree that Consultant will provide similar service to other clients while under contract with Municipality and Municipality acknowledges that Consultant employees may provide similar services to multiple clients. Consultant shall at its sole discretion assign and reassign qualified employees, as

determined by Consultant, to perform services for Municipality. Municipality may request that a specific employee be assigned to or reassigned from work under this Agreement and Consultant shall consider that request when determining staffing. Consultant shall determine all conditions of employment for its employees, including hours, wages, working conditions, promotion, discipline, hiring and discharge. Consultant exclusively controls the manner, means and methods by which services are provided to Municipality, including attendance at meetings, and Consultant's employees are not subject to the direction and control of Municipality. Except where required by Municipality to use Municipality information technology equipment or where requested to perform the services from office space provided by the Municipality, Consultant employees shall perform the services using Consultant information technology equipment and from such locations as Consultant shall specify. No Consultant employee shall be assigned a Municipal email address as their exclusive email address and any business cards or other IDs shall state that the person is an employee of Consultant or providing Services pursuant to a contractual agreement between Municipality and Consultant.

It is the intention of the Parties that, to the greatest extent permitted by applicable law, Consultant shall be entitled to protection under the doctrines of governmental immunity and governmental contractor immunity, including limitations of liability, to the same extent as Municipality would be in the event that the services provided by Consultant were being provided by Municipality. Nothing in this Agreement shall be deemed a waiver of such protections.

11. ASSIGNMENT

Neither party shall assign all or part of its rights, duties, obligations, responsibilities, nor benefits set forth in this Agreement to another entity without the written approval of both Parties; consent shall not be unreasonably withheld. Notwithstanding the preceding, Consultant may assign this Agreement to its parent, subsidiaries or sister companies (Affiliates) without notice to Municipality. Consultant may subcontract any or all of the services to its Affiliates without notice to Municipality. Consultant may subcontract any or all of the services to other third parties provided that Consultant gives Municipality prior written notice of the persons or entities with which Consultant has subcontracted. Consultant remains responsible for any Affiliate's or subcontractor's performance or failure to perform. Affiliates and subcontractors will be subject to the same performance criteria expected of Consultant. Performances clauses will be included in agreements with all subcontractors to assure quality levels and agreed upon schedules are met.

12. INDEMNIFICATION

To the fullest extent permitted by law, Consultant shall defend, indemnify, and hold harmless Municipality, its elected and appointed officials, employees and volunteers and others working on behalf of Municipality, from and against any and all third-party claims, demands, suits, costs (including reasonable legal costs), expenses, and liabilities ("Claims") alleging personal injury, including bodily injury or death, and/or property damage, but only to the extent that any such Claims are caused by the negligence of Consultant or any officer, employee, representative, or agent of Consultant. Consultant shall have no obligations under this Section to the extent that any Claim arises as a result of Consultants compliance with Municipal law, ordinances, rules, regulations, resolution, executive orders or other instructions received from Municipality.

To the fullest extent permitted by law and without waiver of sovereign immunity, Municipality shall defend, indemnify, and hold harmless Consultant, its officers, employees, representatives, and agents, from and against any and all Claims alleging personal injury, including bodily injury or death, and/or property damage, but only to the extent that such Claims are caused by (a) the negligence of, or material breach of any obligation under this Agreement by, Municipality or any officer, employee, representative, or agent of Municipality or (b) Consultant's compliance with Municipal law, ordinances, rules, regulations, resolutions, executive orders or other instructions received from Municipality. If either Party becomes aware of any incident likely to give rise to a Claim under the above indemnities, it shall notify the other and both Parties shall cooperate fully in investigating the incident.

13. LIMITS OF LIABILITY

EXCEPT ONLY AS MAY BE EXPRESSLY SET FORTH HEREIN, CONSULTANT EXPRESSLY DISCLAIMS ANY AND ALL WARRANTIES OF ANY KIND, WHETHER EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION ANY WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, ERROR-FREE OPERATION, PERFORMANCE, ACCURACY, OR NON-INFRINGEMENT.

EXCEPT WITH RESPECT TO PAYMENT OBLIGATIONS, IN NO EVENT SHALL THE LIABILITY OF MUNICIPALITY OR CONSULTANT UNDER THIS AGREEMENT FROM ANY CAUSE OF ACTION WHATSOEVER (REGARDLESS OF THE FORM OF ACTION, WHETHER IN CONTRACT, TORT OR UNDER ANY OTHER LEGAL THEORY, AND WHETHER ARISING BY NEGLIGENCE, INTENDED CONDUCT, OR OTHERWISE) EXCEED \$2,000,000.

14. INSURANCE

- A. Consultant shall procure and maintain and shall cause any subcontractor of Consultant to procure and maintain, the minimum insurance coverages listed below throughout the term of this Agreement. Such coverages shall be procured and maintained with forms and insurers acceptable to Municipality. In the case of any claims-made policy, the necessary retroactive dates and extended reporting periods shall be procured to maintain such continuous coverage.
- B. Worker's compensation insurance to cover obligations imposed by applicable law for any employee engaged in the performance of work under this Agreement, and Employer's Liability insurance with minimum limits of one million dollars (\$1,000,000) bodily injury each accident, one million dollars (\$1,000,000) bodily injury by disease – policy limit, and one million dollars (\$1,000,000) bodily injury by disease – each employee. Worker's compensation coverage in "monopolistic" states is administered by the individual state and coverage is not provided by private insurers. Individual states operate a state administered fund of workers compensation insurance which set coverage limits and rates. Monopolistic states: Ohio, North Dakota, Washington, Wyoming.
- C. Commercial general liability insurance with minimum combined single limits of one million dollars (\$1,000,000) each occurrence and two million dollars (\$2,000,000) general aggregate. The policy shall be applicable to all premises and operations. The policy shall include coverage for bodily injury, broad form property damage, personal injury (including coverage for contractual and employee acts), blanket contractual, independent Consultant's, and products. The policy shall contain a severability of interest provision and shall be endorsed to include Municipality and Municipality's officers, employees, and consultants as additional insureds.
- D. Professional liability insurance with minimum limits of one million dollars (\$1,000,000) each claim and two million dollars (\$2,000,000) general aggregate.
- E. Automobile Liability: If performance of this Agreement requires use of motor vehicles licensed for highway use, Automobile Liability Coverage is required that shall cover all owned, non-owned, and hired automobiles with a limit of not less than \$1,000,000 combined single limit each accident.
- F. Municipality shall be named as an additional insured on Consultant's insurance coverage.
- G. Prior to commencement of Services, Consultant shall submit certificates of insurance acceptable to Municipality.

15. THIRD PARTY RELIANCE

This Agreement is intended for the mutual benefit of Parties hereto and no third-party rights are intended or implied.

16. OWNERSHIP OF DOCUMENTS

Except as expressly provided in this Agreement, Municipality shall retain ownership of all Materials and Consultant shall retain ownership of all pre-existing Consultant intellectual property, including improvements thereto. all work product deliverables created by Consultant pursuant to this Agreement. The Materials, work product and deliverables shall be used by Consultant solely as provided in this Agreement and for no other purposes without the express prior written consent of Municipality. Subject to the preceding, as between Municipality and Consultant, all deliverables from the performance of the Services (Deliverables) shall become

the exclusive property of Municipality when Consultant has been compensated for the same as set forth herein, and Municipality shall thereafter retain sole and exclusive rights to receive and use such deliverables in such manner and for such purposes as determined by it. Notwithstanding any provision of this Agreement to the contrary, Consultant shall have no liability, including under Section 14, with respect to (i) the use by Municipality of unfinished or draft Deliverables or (ii) the use of Deliverables for any project other than that for which they were prepared or (iii) the use of Deliverables after a change in applicable codes or law. Notwithstanding the preceding, Consultant may use the Materials, work product, deliverables, applications, records, documents and other materials provided to perform the Services or resulting from the Services, for purposes of (i) training, (ii) benchmarking of Municipality's and other client's performance relative to that of other groups of customers served by Consultant; and (ii) improvement, development marketing and sales of existing and future Consultant services, tools and products. For the avoidance of doubt, Municipality Data will be provided to third parties, other than hosting providers, development consultants and other third parties providing services for Consultant, only on an anonymized basis and only as part of a larger body of anonymized data. If this Agreement expires or is terminated for any reason, all records, documents, notes, data and other materials maintained or stored in Consultant's secure proprietary software pertaining to Municipality will be exported into a CSV file and become property of Municipality. Notwithstanding the preceding, Consultant shall own all rights and title to any Consultant provided software and any improvements or derivative works thereof.

17. CONSULTANT ACCESS TO RECORDS

Parties acknowledge that Consultant requires access to Records in order for Consultant to perform its obligations under this Agreement. Accordingly, Municipality will either provide to Consultant on a daily basis such data from the Records as Consultant may reasonably request (in an agreed electronic format) or grant Consultant access to its Records and Record management systems so that Consultant may download such data. Data provided to or downloaded by Consultant pursuant to this Section shall be used by Consultant solely in accordance with the terms of this Agreement.

18. CONFIDENTIALITY

Consultant shall not disclose, directly or indirectly, any confidential information or trade secrets of Municipality without the prior written consent of Municipality or pursuant to a lawful court order directing such disclosure.

19. CONSULTANT PERSONNEL

Consultant shall employ a sufficient number of experienced and knowledgeable employees to perform Services in a timely, polite, courteous and prompt manner. Consultant shall determine appropriate staffing levels and shall promptly inform Municipality of any reasonably anticipated or known employment-related actions which may affect the performance of Services. Additional staffing resources shall be made available to Municipality when assigned employee(s) is unavailable.

20. DISCRIMINATION & ADA COMPLIANCE

Consultant will not discriminate against any employee or applicant for employment because of race, color, religion, age, sex, disability, national origin or any other category protected by applicable federal or state law. Such action shall include but not be limited to the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship. Consultant agrees to post in conspicuous places, available to employees and applicants for employment, notice to be provided by an agency of the federal government, setting forth the provisions of Equal Opportunity laws. Consultant shall comply with the appropriate provisions of the Americans with Disabilities Act (the "ADA"), as enacted and as from time to time amended, and any other applicable federal regulations. A signed certificate confirming compliance with the ADA may be requested by Municipality at any time during the term of this Agreement.

21. PROHIBITION AGAINST EMPLOYING ILLEGAL ALIENS

Consultant is registered with and is authorized to use and uses the federal work authorization program commonly known as E-Verify. Consultant shall not knowingly employ or contract with an illegal alien to perform work under this Agreement and will verify immigration status to confirm employment eligibility. Consultant shall not enter into an agreement with a subcontractor that fails to certify to Consultant that the subcontractor shall not knowingly employ or contract with an illegal alien to perform work under this Agreement. Consultant is prohibited from using the E-Verify program procedures to undertake pre-employment screening of job applicants while this Agreement is being performed.

22. SOLICITATION/HIRING OF CONSULTANT'S EMPLOYEES

During the term of this Agreement and for one year thereafter, Municipality shall not solicit, recruit or hire, or attempt to solicit, recruit or hire, any employee or former employee of Consultant who provided services to Municipality pursuant to this Agreement ("Service Providers"), or who interacted with Municipality in connection with the provision of such services (including but not limited to supervisors or managers of Service Providers, customer relations personnel, accounting personnel, and other support personnel of Consultant). Parties agree that this provision is reasonable and necessary in order to preserve and protect Consultant's trade secrets and other confidential information, its investment in the training of its employees, the stability of its workforce, and its ability to provide competitive building department programs in this market. If any provision of this section is found by a court or arbitrator to be overly broad, unreasonable in scope or otherwise unenforceable, Parties agree that such court or arbitrator shall modify such provision to the minimum extent necessary to render this section enforceable. In the event that Municipality hires any such employee during the specified period, Municipality shall pay to Consultant a placement fee equal to 25% of the employee's annual salary including bonus.

23. NOTICES

Any notice under this Agreement shall be in writing and shall be deemed sufficient when presented in person, or sent, pre-paid, first class United States Mail, or delivered by electronic mail to the following addresses:

If to Municipality:	If to Consultant:
Mike Dimmick City of Clarkston 830 5th St, Clarkston, WA 99403 Email: mdimmick@clarkston-wa.com	Joe DeRosa, CRO SAFEbuilt, LLC 444 N. Cleveland, Suite 444 Loveland, CO 80537 Email: jderosa@safebuilt.com

24. FORCE MAJEURE

Any delay or nonperformance of any provision of this Agreement by either Party (with the exception of payment obligations) which is caused by events beyond the reasonable control of such party, shall not constitute a breach of this Agreement, and the time for performance of such provision, if any, shall be deemed to be extended for a period equal to the duration of the conditions preventing such performance.

25. DISPUTE RESOLUTION

In the event a dispute arises out of or relates to this Agreement, or the breach thereof, and if said dispute cannot be settled through negotiation, Parties agree first to try in good faith to settle the dispute by mediation, before resorting to arbitration, litigation, or some other dispute resolution procedure. The cost thereof shall be borne equally by each Party.

26. ATTORNEY'S FEES

In the event of dispute resolution or litigation to enforce any of the terms herein, each Party shall pay all its own costs and attorney's fees.

27. AUTHORITY TO EXECUTE

The person or persons executing this Agreement represent and warrant that they are fully authorized to sign and so execute this Agreement and to bind their respective entities to the performance of its obligations hereunder.

28. GOVERNING LAW AND VENUE

The negotiation and interpretation of this Agreement shall be construed under and governed by the laws of the State of Washington, without regards to its conflict of interest provisions. Exclusive venue for any action under this Agreement, other than an action solely for equitable relief, shall be in the state and federal courts serving Municipality and each party waives any and all jurisdictional and other objections to such exclusive venue.

29. COUNTERPARTS

This Agreement and any amendments may be executed in one or more counterparts, each of which shall be deemed an original, but all of which shall constitute one and the same instrument. For purposes of executing this Agreement, scanned signatures shall be as valid as the original.

30. ELECTRONIC REPRESENTATIONS AND RECORDS

Parties hereby agree to regard electronic representations of original signatures as legally sufficient for executing this Agreement and scanned signatures emailed by PDF or otherwise shall be as valid as the original. Parties agree not to deny the legal effect or enforceability of the Agreement solely because it is in electronic form or because an electronic record was used in its formation. Parties agree not to object to the admissibility of the Agreement in the form of an electronic record, or a paper copy of an electronic document, or a paper copy of a document bearing an electronic signature, on the ground that it is an electronic record or electronic signature or that it is not in its original form or is not an original.

31. WAIVER

Failure to enforce any provision of this Agreement shall not be deemed a waiver of that provision. Waiver of any right or power arising out of this Agreement shall not be deemed waiver of any other right or power.

32. ENTIRE AGREEMENT

This Agreement, along with attached exhibits, constitutes the complete, entire and final agreement of the Parties with respect to the subject matter hereof, and shall supersede any and all previous communications, representations, whether oral or written, with respect to the subject matter hereof. Invalidity of any provision of this Agreement or any paragraph sentence, clause, phrase, or word herein or the application thereof in any given circumstance shall not affect the validity of any other provision of this Agreement.

IN WITNESS HEREOF, the undersigned have caused this Agreement to be executed in their respective names on the dates hereinafter enumerated.

Joe DeRosa, CRO
SAFEbuilt Washington, LLC

Date

Signature
City of Clarkston, Washington

Date

Name and Title
City of Clarkston, Washington

EXHIBIT A – LIST OF SERVICES

1. LIST OF SERVICES

As-Requested Plan Review Services

- ✓ Provide plan review services electronically
- ✓ Review plans for compliance with adopted building codes, local amendments or ordinances
- ✓ Be available for pre-submittal meetings by appointment
- ✓ Coordinate plan review tracking, reporting, and interaction with applicable departments
- ✓ Provide feedback to keep plan review process on schedule
- ✓ Communicate plan review findings and recommendations in writing
- ✓ Return a set of finalized plans and all supporting documentation
- ✓ Provide review of plan revisions and remain available to applicant after the review is complete

Reporting Services

- ✓ Consultant will work with Municipality to develop a mutually agreeable reporting schedule and format

2. MUNICIPAL OBLIGATIONS

- ✓ Municipality will issue permits and collect all fees
- ✓ Municipality will provide Consultant with a list of requested supporting documents
- ✓ Municipality will intake plans and related documents for submission to Consultant to then receive electronically

3. TIME OF PERFORMANCE

- ✓ Consultant will perform Services during normal business hours excluding Municipal holidays
- ✓ Services will be performed on an as-requested basis
- ✓ Consultant representative(s) will be available by phone and email

Deliverables			
PRE-SUBMITTAL MEETINGS	Provide pre-submittal meetings to applicants by appointment		
PLAN REVIEW TURNAROUND TIMES	Provide comments within the following timeframes: Day 1 = first full business day after receipt of plans and all supporting documents		
	<u>Project Type:</u>	<u>First Comments</u>	<u>Second Comments</u>
	✓ Residential within	7 business days	5 business days or less
	✓ Tenant Improvements within	10 business days	7 business days or less
	✓ Commercial within (up to \$2M in valuation)	10 business days	7 business days or less
	✓ Commercial within (\$2M+ to \$5M in valuation)	15 business days	10 business days or less
	✓ Commercial within (\$5M+ in valuation)	21 business days	15 business days
	✓ Stand-alone permits	5 business Days	5 business Days

EXHIBIT B – FEE SCHEDULE FOR SERVICES

1. FEE SCHEDULE

- ✓ Municipality and Consultant will review the Municipal Fee Schedule and valuation tables annually to discuss making adjustments to reflect increases in the costs incurred by Consultant to provide Services.
- ✓ Beginning January 01, 2027 and annually thereafter, the hourly and flat rates listed shall be increased based upon the annual increase in the Department of Labor, Bureau of Labor Statistics or successor thereof, Consumer Price Index (United States City Average, All Items (CPI-U), Not Seasonally adjusted, All Urban Consumers, referred to herein as the “CPI”) for the Municipality or, if not reported for the Municipality the CPI for cities of a similar size within the applicable region from the previous calendar year, such increase, however, not to exceed 4% per annum. The increase will become effective upon publication of the applicable CPI data. If the index decreases, the rates listed shall remain unchanged.
- ✓ Consultant fees for Services provided pursuant to this Agreement will be as follows:

Service Fee Schedule:	
Plan Review Services – Residential & Commercial: Initial plan review Up-to two (2) re-reviews	Plan review 60% of city plan review fee with initial review and 2 re-reviews. Then rate is \$112 per hr. w/ 1 hr. min. and also same hourly rate for changes to previously approved plans.
Additional Plan Review Fee – Residential & Commercial: • After initial & two (2) re-reviews • Other Building Plan Reviews not listed or changes to previously approved plans. • Stand-alone mechanical or plumbing permits • Meetings of plans examiner outside of plan review % of fee plan review work.	\$112.00 per hour – one (1) hour minimum
Structural Engineering Plan Review	\$165.00 per hour – one (1) hour minimum

EXHIBIT C – MUNICIPAL SPECIFIED OR SAFEUILT PROVIDED SOFTWARE

1. Consultant shall provide Services pursuant to this Agreement using hardware and Consultant's standard software package, unless otherwise provided below. Use of Consultant's software shall be subject to the applicable terms of service, privacy and other policies published by Consultant with respect to that software, as those policies may be amended from time to time. In the event that Municipality requires that Consultant utilize hardware and/or software specified by and provided by Municipality, Consultant shall use reasonable commercial efforts to comply with Municipal requirements.
2. Municipality, at its sole expense, shall provide such technical support, equipment or other facilities as Consultant may reasonably request to permit Consultant to comply with Municipal requirements.

Municipality will provide the following information to Consultant.

- ✓ Municipal technology point of contact information including name, title, email and phone number
- ✓ List of technology services, devices and software that the Municipality will provide may include:
 - Client network access
 - Internet access
 - Proprietary or commercial software and access
 - Computer workstations/laptops
 - Mobile devices
 - Printers/printing services
 - Data access
 - List of reports and outputs

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INTERLOCAL AGREEMENT

Draft of July 8, 2025

Regarding

PARKING ENFORCEMENT AND IMPOUNDS

Between

**THE PORT OF CLARKSTON,
a Washington municipal corporation**

and

**THE CITY OF CLARKSTON,
a Washington municipal corporation.**

INTERLOCAL AGREEMENT FOR PARKING ENFORCEMENT AND IMPOUNDS

This **INTERLOCAL AGREEMENT FOR PARKING ENFORCEMENT AND IMPOUNDS** (the "Agreement") is made and entered into effective as of the last authorized signature below between the **PORT OF CLARKSTON**, a Washington municipal corporation (the "Port"), and the **CITY OF CLARKSTON**, a Washington municipal corporation (the "City"), pursuant to the authority granted under Chapter 39.34 RCW, the Interlocal Cooperation Act. The Port and the City may be referred to in this Agreement individually as a "Party" or collectively as the "Parties."

WHEREAS, Chapter 39.34 RCW, the Interlocal Cooperation Act, permits local government units to make the most efficient use of their powers by enabling them to cooperate with other localities on a basis of mutual advantage and thereby to provide services and facilities in a manner and pursuant to forms of government organization that will accord best with geographic, economic, population, and other factors influencing the needs and development of local communities;

WHEREAS, the City has authority under its City Code, Title 11 CMC, to enforce parking regulations and, when necessary, impound vehicles;

WHEREAS, the Port, along with its tenants, visitors, and other patrons, have been impacted by an increase in illegally parked vehicles in and around Port-owned and leased properties, including large recreational vehicles and campers (RVs);

WHEREAS, illegally parked vehicles are negatively impacting the Port's business and the Port's efforts to foster economic development within the Port and the City;

WHEREAS, the Port is willing to provide the City a one (1)-time payment to allow the City to secure additional resources so the City can better enforce parking violations, and if necessary, remove illegally parked vehicles;

WHEREAS, the City is willing to focus the additional resources secured with the funds from the Port to address parking violations in and around Port-owned or controlled properties; and

WHEREAS, other than the payment identified in this Agreement, the intent of the Parties is that the Port will not participate in any enforcement actions or impounds the City may pursue.

NOW, THEREFORE, in consideration of the mutual promises set forth in this Agreement, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and under the authority granted by Chapter 39.34 RCW, the Parties hereby agree as follows:

1. **PURPOSE.** The purpose of this Agreement is to provide resources for increased enforcement of parking regulations and, when necessary, impounds by the City, pursuant to City Code, in and around properties owned or leased by the Port. The City shall be solely responsible for all enforcement actions, and nothing in this Agreement is intended to permit the Port to enforce City Code, including, without limitation, parking regulations, or otherwise impounding vehicles.

2. **MANNER OF FINANCING.** Within ten (10) business days after execution of this Agreement, the Port shall provide a payment of Ten Thousand Dollars (\$10,000.00) to the City to be used in support of the purpose stated in this Agreement.

3. **DURATION.** The payment in Section 2 of this Agreement is a one (1)-time payment. This Agreement shall continue in full force and effect until the City has fully expended the payment identified in Section 2 of this Agreement.

4. **TERMINATION.** If the City is unable or unwilling to fulfill the purpose of this Agreement, then any balance of funds remaining from the payment made by the Port to the City per Section 2 of this Agreement shall be returned to the Port. Such refund shall occur within ten (10) business days after the City provides written notice to the Port that it is cancelling this Agreement.

5. **ADMINISTRATION.** The following individuals are designated as representatives of the respective Parties. The representatives shall be responsible for the administration of this Agreement and for coordinating and monitoring their respective Party's performance under this Agreement. In the event such representatives are changed, the Party making the change shall notify the other Party.

Port of Clarkston: Chris Rasmussen, Executive Director
849 Port Way
Clarkston, WA 99403
(509) 758-5275
chris@portofclarkston.com

City of Clarkston: Monika Lawrence, Mayor
829 Fifth Street
Clarkston, WA 99403
509-758-5541
mayor@clarkston-wa.com

Any notice required by this Agreement shall be sent attention to the above-identified representatives via first class mail and electronic mail.

6. **INDEMNIFICATION.** To the extent permitted by law, each Party agrees to be responsible and assume liability for its own wrongful and/or negligent acts or omissions, or those of their Commissioners, officials, officers, agents, or employees, to the fullest extent required by law, and further agrees to save, indemnify, defend, and hold the other Party harmless from any such liability.

7. **CHANGES, MODIFICATIONS, AMENDMENTS, AND WAIVERS.** This Agreement may be changed, modified, amended, or waived only by written agreement executed by the Parties hereto. Waiver or breach of any term or condition of this Agreement shall not be considered a waiver of any prior or subsequent breach.

8. **DISPUTE RESOLUTION.** The Parties shall attempt to resolve any claims, disputes, and other matters in question arising out of or related to this Agreement first through informal discussion and then through formal written notification with an opportunity to cure ("Notice of

Dispute"), before resorting to litigation. If a dispute is not resolved informally through discussions, then the next step of the dispute resolution process is that the Parties' representatives identified in Section 5 of this Agreement shall meet and attempt to resolve the dispute within five (5) business days after a Party sends the other Party a Notice of Dispute. If, after this meeting, the Party receiving the Notice of Dispute fails to take steps to cure, or the Parties representatives are otherwise unable to resolve the dispute, then the Parties may proceed with litigation.

9. **SEVERABILITY.** In the event any term or condition of this Agreement, or application thereof to any person or circumstances, is held invalid, illegal, or unenforceable, such invalidity, illegality, or unenforceability shall not affect other terms, conditions, or applications of this Agreement, which can be given effect without the invalid, illegal, or unenforceable term, condition, or application. To this end, the terms and conditions of this Agreement are declared severable.

10. **HEADINGS AND TITLES.** The captions of the Sections of this Agreement are only to assist the Parties in reading and understanding this Agreement, and shall have no effect upon the construction or interpretation of any part of this Agreement.

11. **SUCCESSORS AND ASSIGNS.** This Agreement shall benefit and bind the Parties and their respective successors and assigns. No assignment of this Agreement shall be done except upon prior written authorization of the Parties.

12. **COUNTERPARTS.** This Agreement may be signed in any number of counterparts, each of which shall be an original, and all of which shall constitute one (1) and the same Agreement.

13. **ENTIRE AGREEMENT.** This Agreement contains all the terms and conditions agreed upon by the Parties. All items incorporated herein by reference are attached. No other understandings, oral or otherwise, regarding the subject matter of this Agreement shall be deemed to exist or to bind any of the Parties hereto.

14. **FILING.** This Agreement shall be filed with the county auditor, or in the alternative, listed by subject matter on the websites for the City and the Port.

IN WITNESS THEREOF, the Parties have caused this Agreement to be executed in their names and to be attested by their duly authorized representatives identified below, as of the date of the last authorizing signature below.

PORT:

CITY:

PORT OF CLARKSTON

CITY OF CLARKSTON

By: Chris Rasmussen
Its: Executive Director
Date: _____

By: Monika Lawrence
Its: Mayor
Date: _____

**AMENDMENT TO THE PROFESSIONAL SERVICES AGREEMENT BETWEEN
SYSTEMS DESIGN WEST LLC AND City of Clarkston**

This Amendment (the "Amendment") to that certain EMS Billing and Related Professional Services entered by **City of Clarkston** ("Provider") and Systems Design West, LLC, as of _____ (the "Agreement"), is made effective as of _____.

WHEREAS, the parties agree to amend the Agreement pursuant to Section 4 to include revenue enhancement services for Ground Emergency Medical Transport (GEMT) program;

NOW, THEREFORE, in consideration of the foregoing, the premises and mutual covenants contained herein, and for other good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, the parties hereby agree as follows:

1. The parties agree that Systems Design West will provide revenue enhancement services for Ground Emergency Medical Transport (GEMT) program as described in Attachment A "Contracted Services" and Attachment B "Fees."
2. Conflict in Terms. Except as amended and/or modified by this Amendment, the Agreement is hereby ratified and confirmed and all other terms of the Agreement shall remain in full force and effect, unaltered and unchanged by this Amendment. Whether or not specifically amended by this Amendment, all of the terms and provisions of the Agreement are hereby amended to the extent necessary to give effect to the purpose and intent of this Amendment.
3. Authorship. The Parties agree that the terms of this Amendment result from negotiations between them. This Amendment will not be construed in favor of or against either Party by reason of authorship.
4. Severability. If any provision in this Amendment is found by a court of competent jurisdiction to be invalid or unenforceable, the remaining provisions in this Amendment shall continue in full force and effect.
5. Waiver. The failure of a party to enforce a provision of this Amendment shall not constitute a waiver with respect to that provision or any other provision of this Amendment.
6. Counterparts. This Amendment may be executed in one or more counterparts, each of which shall be deemed an original and all of which counterparts together shall constitute the same instrument which may be sufficiently evidenced by one counterpart.
7. Authority. Each Party to this Amendment, and each individual signing on behalf of each Party, hereby represents and warrants to the other that it has full power and authority to

enter into this Amendment and that its execution, delivery, and performance of this Amendment has been fully authorized and approved, and that no further approvals or consents are required to bind such Party.

8. Entire Agreement; Non-Reliance. The Agreement, as amended by this Amendment, constitutes the entire understanding and agreement of the Parties with respect to the subject matter hereof, and supersedes any and all prior agreements, understandings or representations with respect thereto. Neither Party is relying upon any agreement or representation by the other Party except as set forth in the Agreement, as amended by this Amendment.
9. Applicable Law, Jurisdiction, and Venue. This Amendment is to be construed, interpreted, and enforced under and in accordance with the same governing law as set forth in the Agreement, without regard to choice of law provisions. The parties consent to personal jurisdiction in that state or district's courts and that venue is appropriate.

IN WITNESS WHEREOF, the Provider and Systems Design West have executed this Amendment as of the date stated above.

Systems Design West, LLC

City of Clarkston

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

ATTACHMENT A CONTRACTED SERVICES

Pursuant to the terms and conditions of this Agreement, Systems Design West shall provide the following contracted services:

- Drafting application materials and responding to requests for additional information necessary for the provider to gain approval to participate in the Ground Emergency Medical Transport (GEMT) program
- Preparing a fiscal impact study and presenting results to city/department stakeholders to demonstrate benefits of the GEMT program to the provider
- Identifying eligible costs and developing appropriate cost allocation methodologies to report only allowable costs for providing emergency medical services to Medicaid and, as applicable, uninsured populations
- Developing customized web portal to assist with cost report calculation and auditing process
- Conducting analysis of the provider's financial and billing data in order to prepare and submit annual cost reports, the mechanism for providers to receive additional revenue under the GEMT program
- Providing comprehensive desk review support, including but not limited to conducting reviews of all cost settlement files, performing detailed analysis of billing reports generated by Medicaid agencies to ensure that all allowable charges and payments are encompassed in the calculation of the final settlement, and drafting letters and providing supporting documentation to meet Medicaid requirements and expedite settlement
- Conducting comparative analysis to identify significant trends in billing and financial data
- Provide ongoing audit support in the event of a state and/or federal audit of GEMT program cost report

Attachment B

FEES

- A. Compensation for the first partial year cost reporting period submission (presumably submission in August of 2025 for the prior 8-month prior period namely, January 26, 2023-September 30, 2023) is at a rate of fifteen percent (15%) of the federal share portion of payments received by the CLIENT under the Ground Emergency Medical Transportation (GEMT) program, with a minimum of \$5,000.
- B. Compensation for the second annual cost reporting period submission (presumably submission in March of 2026 for the prior 12-month prior period namely, October 1, 2023-September 30, 2024) is at a rate of fifteen percent (15%) of the federal share portion of payments received by the CLIENT under the Ground Emergency Medical Transportation (GEMT) program, with a minimum of \$5,000.
- C. Compensation for the third annual cost reporting period submission (presumably submission in March of 2027 for the prior 12-month prior period namely, October 1, 2024-September 30, 2025) is at a rate of twelve percent (12%) of the federal share portion of payments received by the CLIENT under the Ground Emergency Medical Transportation (GEMT) program, with a minimum of \$5,000.
- D. Compensation for the fourth annual cost reporting period submission (presumably submission in March of 2028 for the prior 12-month prior period namely, October 1, 2025-September 30, 2026) is at a rate of ten percent (10%) of the federal share portion of payments received by the CLIENT under the Ground Emergency Medical Transportation (GEMT) program, with a minimum of \$5,000.
- E. If CLIENT is a good-standing member of the Idaho Fire Chiefs Association (IFCA), CLIENT fees shall be discounted by 10% of the total fee if CLIENT is a member of the IFCA during the applicable reporting period. For example, a fee of 15% for a client would be reduced to a fee of 13.5% with current membership to IFCA.
- F. Compensation for any optional one (1) year contract extension period shall be negotiated and appropriated at that time.