

**CITY OF CLARKSTON  
CITY COUNCIL AGENDA  
829 5<sup>th</sup> Street  
MONDAY, December 12, 2016**

- 1. CALL TO ORDER: 7:00 P.M.**
- 2. PLEDGE OF ALLEGIANCE:**
- 3. AGENDA CHANGES:**
- 4. APPROVAL OF MINUTES:  
November 17 and 30, 2016 Budget Workshops and November 28, 2016 Regular Meeting**
- 5. COMMUNICATIONS:**
  - A. From the Public (Please limit comments to 3 minutes)**
  - B. From the Mayor**
  - C. From Staff or Employees**
- 6. COMMITTEE REPORTS:**
  - A. Finance – Audit Report on Current Bills**
  - B. Public Safety – December 6**
  - C. Public Works – No meeting**
  - D. Administrative/Intergovernmental – December 12**
  - E. Community Development – December 1**
  - F. Outside Organizations – Health District, EMS Council, Valley Vision, PTBA, SEWEDA, MPO, Regional Stormwater, Lodging Tax Advisory**
- 8. UNFINISHED BUSINESS:**
  - A. Ordinance No. 1575, 2016 Budget Amendment, 2<sup>nd</sup> Reading for Action**
  - B. Ordinance No. 1576, Sewer Rates, 2nd Reading for Action**
  - C. Ordinance No. 1577, Sanitation Rates, 2nd Reading for Action**
- 9. NEW BUSINESS:**
  - A. Ordinance No. 1578, Adopting the 2017 Budget – 1<sup>st</sup> Reading**
  - B. Ordinance No. 1574, Amending CMC 5.44, Gambling Tax – 1<sup>st</sup> Reading**
  - C. Contract for Services, The Wesley Group**
  - D. City Attorney Contract, Todd Richardson**
  - E. Public Defender Contract, Neil Cox**
  - F. Victim/Witness Coordinator Contract, Dawn Berreth**
  - G. Agreement for Janitorial Services, Diane Ash**
  - H. Intergov. Coop. Agreement with Asotin Co. Fire District**
  - I. Resolution No. 2016-15, Legislative Priorities**
- 10. COUNCIL COMMENTS**
- 11. 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**  
**Budget Workshop**  
**November 17, 2016**

**CALL TO ORDER:** The meeting was called to order at 7:00 p.m. by Mayor Lawrence.

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

STAFF: Clerk Storey, Chief Hastings, Chief Cooper, PWD Martin

Clerk Storey started with a list of items she needed direction on. She said property tax increase is one item. We have assessed valuation and new construction values from the assessor. The 1% increase plus new valuation would equal an increase of about \$25,000. We have banked capacity of about \$34,700 available. Storey estimated that the levy with the 1% increase is about \$2.12 per thousand. Assessing the banked capacity would increase the levy to about \$2.20. The tax on a property valued at \$200,000 would increase about \$15.00. Mayor Lawrence said we will need to give direction so that the levy can be set at the next meeting. Storey said the property taxes are currently split evenly between the general fund and the street fund. Murray asked about the transportation fund. Storey said we have a 2/10% sales tax that is dedicated to transportation improvements and can only be used on projects that are in an existing improvement plan. That plan is being developed. The Southway Bridge resurfacing project is going to require at least \$500,000. We expect to generate about \$500,000 per year from the sales tax. But the tax is only in effect for 10 years.

Storey said the cost of the insurance cost share in the Public Works contract will be about \$20,000. This change gives all the employees the same co-pay.

Storey said we need to have ordinances prepared for the next meeting to adopt sewer and sanitation rates. She has 3.5% in the budget for sewer and 2% for sanitation. Storey explained the bond covenants for the sewer loans and that we have to have a certain ratio of revenue to expenses. 3.5% is the minimum that will meet that requirement. Council did not direct any change to the rates suggestions.

Storey said we received a proposal from Neil Cox for public defender. He has asked for an increase of \$1,200 for the year. Council had no objection, so a contract will be brought forward for approval.

City Attorney Todd Richardson has proposed a reduction to his contract of about \$6,000.

Storey suggested a discussion of gambling tax rates since Mr. Rinard from Lancer Casino was in attendance. Card room rates are currently at 6%. Lancer has asked the council to consider eliminating or at least reducing the tax rate. Storey said the card room tax generates about \$60,000 per year. Council suggestion to increase the business license fee to make up for the gambling tax would require a large increase and could not be done for 2017 since renewals are due to go out in early December. Sales tax was discussed. The city has capacity to increase sales tax an additional 2/10%, but once that is done there is no further increases available. Murray said he was thinking that we could reduce the tax to 3% and increase business licenses by \$45.00.

Storey said Chief Cooper prepared two different budgets for the fire department. One is for 10 person staffing and the other is 12 person staffing. The 10 person is the one currently in the preliminary budget. The department is currently operating with 10, plus the chief and administrative assistant. Mayor Lawrence said one of the options being considered is 12 person staffing. She suggested the budget be left at 10 person staffing and if the final decision is to go back to 12, a budget amendment can be done next year. Councilmember Campbell asked if there are places in the budget where we can cut some fat. Councilmember Blackmon asked if there are areas in the entire budget that could be cut to fund emergency services. Storey reminded council that our budget is 75 – 80% wages and benefits, so the only way to cut significant expense is in people. Murray asked the difference between 10 and 12. Storey said it is about \$180,000.

There was some discussion of recycling. Staff is working on an RFP for curbside recycling. Storey said that if an enterprise department like sewer or sanitation were eliminated, current expense would be impacted because office staff and some other expenses are split out to those funds and another way would need to be found to cover those expenses.

Mayor Lawrence brought up the LEOFF I expense and said the city's exposure is significant. We currently have 11 retired LEOFF I employees and we are responsible for their health insurance and any medical expenses that are not covered by insurance. We currently pay about \$175,000. An additional exposure is that the city would be responsible for long term care if any of them should require such care. Mayor Lawrence said it is important to have council participation on the LEOFF board, because they make the decision on what is covered.

Mayor Lawrence referred to a recap of major categories for the budget. Campbell said she looked for any big changes from the prior year and didn't see anything that jumped out. A questions was asked about beginning fund balance. Storey said there is a guideline that there should be 3 months of expenses for carryover, which for Clarkston is about \$900,000. We have that now, but the anticipated ending balance for 2017 is down to \$400,000.

The supplemental budget requests were reviewed. There were no changes recommended.

Management wages were reviewed. Chief Cooper had prepared a memo that demonstrates that for the fire and police chief, some of the people they supervise make more than they do. Storey said there is 2 ½% in the budget for management increases now. Campbell commented that the council did add a sick leave cash out benefit for the management employees last year. Chief Cooper talked about the memo he prepared and the spread between some of the supervisory union employees and the employees they supervise in comparison to the management staff. Councilmember Pierce said it might take more than the current management wages to attract qualified applicants for some of the positions. Mayor Lawrence said that many cities our size have a larger office staff and a city manager.

Councilmember Beauchamp said she would like to see the city offer paid maternity leave for up to three months.

Storey shared a memo showing what it would take to bring the managers' wages above what the mid-level supervisors make. There were several options shown as examples of what it might cost. There is currently to salary range established for the management positions. Adopting pay ranges was discussed. Mayor Lawrence said she has been looking at options for adding a city manager. She said that the job of running a city is a complicated job and having a part time mayor is not the optimal solution. Storey said that even though the person who replaces her may not have the experience or the history knowledge, they will still be expected to do the same job.

Council directed the property tax levy be drafted to take the 1% allowed by law and all the banked capacity that is available.

Another budget workshop was set for November 30 at 6:30.

### **ADJOURN:**

Meeting adjourned at 9:20 p.m.

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Vickie Storey, City Clerk

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Monika Lawrence, Mayor

**CLARKSTON CITY COUNCIL MINUTES**  
**November 28, 2016**

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

**STAFF:**

Chief Cooper, Chief Hastings, PWD Martin, Asst. City Attorney Schwartz, Clerk Storey

**AGENDA CHANGES:** Add approval of Stormwater Budget to New Business.

**APPROVAL OF:** Minutes of the November 14, 2016, Regular Meeting were approved as presented.

**COMMUNICATIONS:**

**A. From the Public:**

**B. From Mayor:**

Mayor Lawrence reminded everyone that the annual Christmas parade will be Saturday.  
Mayor Lawrence announced that there will be a budget workshop on November 30 at 6:30 p.m.  
New employee handbooks will be distributed this week.

**From Staff:**

**COMMITTEE REPORTS**

**Finance:** Councilmember Beadles reported the bills were reviewed and approved for payment. Total expenditures for November 28, 2016 of \$367,483.90. MOTION BY KOLSTAD/BEADLES to approve the bills as read. Motion carried.

**Public Safety:** Councilmember Beadles reported on the November 15 meeting. Committee discussed the Traffic Safety Grant. It is on the agenda for approval. Committee discusses the effectiveness of traffic calming devices. Discussed awareness of protests in the area. The police department will hire an officer soon.

Chief Cooper discussed the request for a non-city Wi-Fi connection at the fire department. Cooper recapped some of the major points that will be covered in the upcoming Fire Department Organization Meeting.

**Public Works:** Councilmember Pierce reported on the November 15 meeting. A draft RFQ for curbside recycling is near completion for staff review. Attorney review of the Grantham School Safety Project design is complete and will be signed by the mayor.

No update on the Rotary shelter.

The Stormwater budget is ready for adoption. There will not be a rate increase and the budget has been reduced by about \$90,000.

Committee discussed developing a transportation improvement plan with Asotin County, which can help with funding projects through the MPO and with using our TBD funds.

Also discussed the possibility of requiring landlords to obtain a business license.

**Admin Committee:** Councilmember Blackmon said committee met this evening and discussed the Stormwater budget. They will add it to the agenda for approval.

**Community Development:** Councilmember Campbell said committee discussed a Main Street Program and will be gathering more information.

**Outside Organizations:** Mayor Lawrence said she attend the Health District meeting. Councilmember Beauchamp has resigned due to work conflicts. Councilmember Pierce will attend the next meeting. The board discussed the satellite WIC program. The board approved the 2017 budget. Mayor Lawrence will be writing to the Corp regarding the water quality at Swallows Park beach.

**PUBLIC HEARING:**

**Public Hearing on the 2017 Proposed Budget**

Mayor Lawrence opened the public hearing at 7:10 p.m. to public comment.

Lance Rinard from Lancer Lanes, 2015 6<sup>th</sup> Ave, addressed the council regarding gambling taxes. He said since the minimum wage increase passed, he is hoping the council will find a way to give some relief on the tax rates.

Being no further comment, the hearing was closed at 7:12 p.m.

**UNFINISHED BUSINESS:**

**NEW BUSINESS:**

**A. Authorize Traffic Safety Grant Application**

Chief Hastings explained that the police department has the opportunity to apply for an equipment grant. This year the grant will cover \$1,000 towards the cost of a new radar unit. MOTION BY KOLSTAD/BEAUCHAMP to authorize the traffic safety grant application. Motion carried.

**B. Ordinance No. 1575, 2016 Budget Amendment – 1<sup>st</sup> Reading**

Ordinance No. 1575 was read by title.

**C. Resolution No. 2016-13, Property Tax Levy**

Resolution No. 2016-13 was read by title. MOTION BY BEADLES/MURRAY. Motion carried.

**D. Ordinance No. 1576, Sewer Rates, 1<sup>st</sup> Reading**

Ordinance No. 1576 was read by title.

**E. Ordinance No. 1577, Sanitation Rates, 1<sup>st</sup> Reading**

Ordinance No. 1577 was read by title.

**F. 2017 Stormwater Budget**

PWD Martin explained that the Stormwater budget has been reviewed by Public Works Committee and Admin Committee. There will be no increase to rates and the expenses have been reduced by approximately \$90,000. He said the reserves are adequate for anticipated projects. MOTION BY BEAUCHAMP/BLACKMON to approve the Stormwater Budget for 2017. Motion carried.

**COUNCIL COMMENTS:**

Councilmember Murray asked what the protest discussion in Public Safety involved. Councilmember Pierce said it was regarding the White Lives Matter demonstration. Chief Hastings said he received a phone call just a few days prior to the event and made plans to ensure safety for the event.

Councilmember Pierce commented that there is a budget meeting on Wednesday at 6:30. He would like to see more participation from the public. He explained that we are assessing the banked capacity for property tax, and that the sewer and sanitation rates increases are necessary to keep the system running. Councilmember Beadles commented that the council encourages the departments to operate efficiently and it is not a bad thing to return some funds at year end.

Murray asked about the discussion on requiring landlords to obtain a business license. Pierce said landlords are operating a business and should be required to have a license like any other business. Kolstad asked if Air BnB would be included. PWD Martin said that would need to be researched.

**ADJOURNMENT:**

Meeting adjourned at 7:34 p.m.

Vickie Storey, City Clerk

Monika Lawrence, Mayor

Total Fund Expenditures, 11/28/16	Ck # 62859-62895, Excise Oct2016	\$137,753.33
Payroll, 11/15/16	Ck #62841-628582749-62836	\$153,126.31
Payroll – Fire Retro, 11/15/16	Ck # 62837-62840	\$76,604.26

DRAFT

**CLARKSTON CITY COUNCIL MINUTES**  
**Budget Workshop**  
**November 30, 2016**

**CALL TO ORDER:** The meeting was called to order at 6:30 p.m. by Mayor Lawrence.

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

STAFF: Clerk Storey, Chief Hastings, Chief Cooper, PWD Martin

Mayor Lawrence said that for the next council meeting she plans to prepare a resolution setting a salary range for the Clerk/Treasurer's position and the PWD position. The range would start at a lower rate than the current employees are making. She said she doesn't feel a new employee should necessarily start at the same salary as an experienced employee. Councilmember Pierce asked if the salary range would guarantee that a position was paid a fair amount more than the people they supervise. Mayor Lawrence said the new salary range plan would start with new employees, but not impact current employees. There was discussion of the sick leave cash-out benefit that management was recently granted and that it is an expensive benefit that should maybe be eliminated. Storey explained that the policy for management employees says after 10 years there is a 50% cash out and after 20 years there is a 100% cash out. Council could adopt a new policy that limits the cash out to current management employees and those hired in the future would not be eligible. All labor groups have sick leave cash out that is based on a hire date, so not all employees have it now. Chief Cooper reminded council that all labor groups, except management, receive a contribution to a health savings plan that is funded by the City. Pierce said there should a policy to ensure that management wages do not fall below their subordinates again. Mayor Lawrence said she calculated that a 5.5% increase for management and 6.5% for the commander would place everyone above the level of the average police sergeant. Pierce commented that when Storey is replaced at a lower rate, that could offset the increases.

Mayor Lawrence commented on the need to maintain an adequate carryover. Storey said the recommended carryover is enough to cover 3 months of expenses. In the City's case that would be about \$1 million. Our anticipated carryover at the end of 2017 is only \$440,000.

Councilmember Murray said he would like to propose a decrease in the card room tax from 6% to 3%. He suggested increasing the business license fee to make up the lost revenue. The final direction is to prepare an ordinance to reduce the card room tax to 4%. Business license rates were assigned to Community Development Committee for a recommendation.

Councilmember Beadles suggested one of the committees look at the requirements for becoming a Well City which would us 2% on our health insurance premiums.

**ADJOURN:**

Meeting adjourned at 7:44 p.m.

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Vickie Storey, City Clerk

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Monika Lawrence, Mayor

## Public Safety Committee

December 6, 2016

Attendance: Mayor Lawrence, Chief Hastings, Chief Cooper, Skate Pierce, Jarod Lutes, Terry Beadles

### Chief Hastings:

- Discussed the recent Christmas parade. All Officers are on duty for traffic control. There is an issue with signage; the Chief will work with the Chamber of Commerce to clarify expectations.
- Shop with a Cop is funded by Wal-Mart (\$2500.00), \$50.00 is provided for each child. The children are selected by a school. Each child is then accompanied with an officer for Christmas shopping. Breakfast is provided by McDonalds before the shopping trip. Many officers from area departments participate in this event.
- A recent Police Patrolman hire brings the Department to full staff.
- Police Officers are required to complete 24 hours of in service training annually. The Department will meet this goal.

### Chief Cooper:

- Discussed the upcoming meeting with Chief Myklebust and Chief Harding (December 9). They will review questions that will be addressed at the Fire assessment meeting (January 10).
- The Chief listed some of questions that will be reviewed during the January 10 meeting.
- The Ambulance/ Fire budget was discussed. The effect of the retroactive pay increase for Firefighters and the lower ambulance revenue was discussed.
- The GEMT (funding to help cover Medicaid low reimbursement) was discussed. It appears the reimbursement could be \$80,000.00.
- Reserve Firefighters medical insurance was discussed. Two Reservists could qualify for medical insurance.
- The updated agreement with Asotin County Fire District #1 was presented. \*(Agenda item for council action.)
- The Chief is working on the "Fire Standards of Cover" as required by Washington State.

## Community Development 12/01/2016

In attendance: Belinda Campbell, Mayor Monika Lawrence

Today's meeting centered around two different aspects from the bicycling world. Jeff Smith presented regarding bicycle awareness month in May. He is asking that the City consider joining in as the City of Lewiston has with flag banners. We could place them along 6<sup>th</sup> street, Diagonal or Bridge Street. Wherever we deem the most appropriate. The flag design was done by Kelsi Grafton and the printed material from Fast Signs. Belinda will be talking about costs with the MPO (Metropolitan Planning Organization) director Shannon Grow.

Gregory Raye discussed the tourism aspect of cycling. We get cyclists from around the Country who stop in our community to spend the night, have a bite to eat and then continue their journey. Cycling from end to end has increased over the past few years and does not look to be slowing down anytime soon. We need to take advantage and let these cyclists know what the community has to offer.

ORDINANCE NO. 1575

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF CLARKSTON, WASHINGTON, AMENDING ORDINANCE NO. 1550 WHICH ADOPTED THE 2016 BUDGET, AND AUTHORIZING THE NECESSARY ADJUSTMENTS.

WHEREAS, the City Council has determined that the 2016 budget should be amended to take into account variations in actual revenues and expenditures from those projected at the time of adoption of the 2016 budget, now therefore,

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

Section 1. Budget Amended. Section 2 of Ordinance No. 1550 passed by the City Council on December 14, 2015, shall be increased and amended as follows:

	EXPENDITURES	OTHER FINANCING USES
CURRENT EXPENSE (001)	23,500	
STREET FUND (103)	2,600	
AMBULANCE / EMS (120)	5,200	
SEWER O & M (400)	56,000	
STORMWATER FUND (409)	3,250	
<b>TOTALS</b>	<b>90,550</b>	

Section 2. Duties of City Treasurer. The City Treasurer of the City of Clarkston, Washington, is authorized to make the necessary changes to the 2016 budget on or before December 31, 2016, as set forth in attached Exhibit A.

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

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

DATED the 12th day of December, 2016.

Authenticated:

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

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Vickie Storey, City Clerk

**BUDGET AMENDMENT No 2 - 2016  
ORDINANCE NO. 1575**

Account Description	Adopted Bdgt	Amendment	Amended Bdgt	Explanation
<b>GENERAL FUND</b>				
001 000 001 313 11 00 00	\$ 1,600,000	\$ 23,500	\$ 1,623,500	Increase Revenue
<b>TTL REVENUES</b>	\$ 1,600,000	\$ 23,500	\$ 1,623,500	
001 000 090 558 50 24 00	\$ 1,900	\$ 600	\$ 2,500	Rate Increase
001 000 090 558 50 51 00	-	\$ 2,000	\$ 2,000	St Fire Marshall
001 000 110 576 80 26 10	\$ 2,200	\$ 19,800	\$ 22,000	Budget Error
001 000 110 576 80 48 20	\$ 2,000	\$ 1,100	\$ 3,100	Parks
<b>TTL EXPENDITURES</b>	\$ 6,100	\$ 23,500	\$ 4,500	
<b>STREET FUND</b>				
103 000 132 595 20 61 00	\$ -	\$ 2,600	\$ 2,600	Victim evaluation
103 999 130 508 80 00 00	\$ 69,777	\$ (2,600)	\$ 67,177	Adjust End Balance
<b>AMBULANCE FUND</b>				
120 000 084 522 70 51 30	\$ -	\$ 2,200	\$ 2,200	Audit Expense
120 000 084 594 22 64 90	\$ -	\$ 3,000	\$ 3,000	Gurney
120 999 084 508 80 00 00	\$ 212,182	\$ (5,200)	\$ 206,982	Adjust End Balance
<b>SEWER O&amp;M FUND</b>				
400 000 140 535 80 47 30	\$ 60,000	\$ 8,000	\$ 68,000	Increased Expense
400 000 140 535 80 48 10	\$ 3,000	\$ 8,000	\$ 11,000	UV Repair
400 000 140 535 80 48 30	\$ 20,000	\$ 40,000	\$ 60,000	
400 999 140 508 80 00 00	\$ 791,778	\$ (56,000)	\$ 735,778	Adjust End Balance
<b>STORMWATER</b>				
409 000 049 531 10 51 10	\$ 2,500	\$ 2,700	\$ 5,200	DOE Permit
409 000 049 531 10 48 30	\$ -	\$ 350	\$ 350	
409 000 049 594 31 64 20	\$ 3,550	\$ 200	\$ 3,750	Utility software
409 999 049 508 80 00 00	\$ 17,282	\$ (3,250)	\$ 14,032	Adjust End Balance
<b>TOTAL EXPENDITURES</b>	\$	\$ 90,550	\$	

ORDINANCE NO. 1576

AN ORDINANCE AMENDING CLARKSTON MUNICIPAL CODE CHAPTER 14.06.060 and 14.06.110, WHICH ESTABLISHES SEWER COLLECTION AND DISPOSAL CHARGES

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

SECTION 1.0

Clarkston Municipal Code Chapter 14.06 is hereby amended as follows:

14.06.060 Rates – Sanitary Sewer.

(a) The city council shall establish, by ordinance, rates for sewer service as provided in RCW 35.67.190.

(b) The following rates are hereby established, effective January 1, 2017:

<b>Classification</b>	<b>Monthly Base Charge</b>	<b>Monthly Sewer Charge per 100 Cubic Feet of Water Consumed</b>	<b>Average Monthly Rate by Classification</b>
Residential	\$13.13	\$2.77	\$31.05
Commercial	\$25.28	\$2.77	\$62.10

(c) The following accounts shall be billed at a rate equivalent to the monthly average for their classification:

1. Greenhouses
2. Concrete Processing Plants
- ~~3. Schools (in the months of July and August only)~~
4. ~~2.~~ Accounts not connected to the public water system.

(d) Automatic car washes shall be charged three (3) times the commercial average.

(e) Properties outside the corporate limits that have not fully participated in a City ULID shall have a rate 50% greater than the rate charged for similar service inside the City's corporate limits.

14.06.110

(1) Owners or managers of residential and commercial properties may apply to the city for suspension of service prior to the time the premises become unoccupied. Suspension of service shall not apply to multi-unit properties served by one water meter, where individual unit water consumption cannot be determined. Application shall be made on

forms provided by the city and approved by the office of the city treasurer. Upon approval, the sewer service shall be suspended and the regular charge for the service shall be suspended and replaced with a service/standby charge until the premises are reoccupied.

(2) No credit for suspension of service shall be given unless the premises remain unoccupied for 30 consecutive days.

(3) Service/standby charges shall take effect the month in which the property owner/manager makes application to the city, provided the property has been vacant for 30 consecutive days. For those properties vacant 15 days or less at the time application is made but anticipated to be vacant 30 consecutive days or more, the effective date shall be the first of the month following application.

(4) Upon re-occupancy, the regular charge shall be re-established *sewer charge will be set at the average for the appropriate classification*. The owner shall notify the city of the re-occupancy.

(5) Service/standby charges for qualifying properties under this section shall be \$5.00 per month for residential properties and commercial properties.

(6) There shall be no suspension of service for the stormwater portion of the fees.

#### SECTION 2.0

This ordinance shall be in full force and effect as of January 1, 2017 upon the signing hereof by the Mayor, authentication by the City Clerk and publication as required by law.

DATED this 12th day of December, 2016.

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

Authenticated:

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

ORDINANCE NO. 1577

AN ORDINANCE AMENDING CLARKSTON MUNICIPAL CODE CHAPTER 14.18, WHICH ESTABLISHES REGULATIONS FOR GARBAGE COLLECTION

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

SECTION 1.0

Clarkston Municipal Code Chapter 14.18 is hereby amended as follows:

**14.18.060 Rates.**

1. The city council shall establish, by ordinance, rates for sanitation service as provided in RCW 35.92.020.

2. The following rates are hereby established, effective January 1, 2017:

(a) The following charges shall apply to properties using City provided garbage carts and serviced one time per week. These carts are numbered and owned by the City. Carts will be assigned to the property address by that number. The following rates shall also permit the pickup of yard waste (grass clippings, vegetation, and leaves) that is placed in a City provided 96-gallon mobile cart. The 96-gallon yard waste container is numbered and owned by the City and will be assigned to the property address by that number. The property owner shall be responsible for damages to the cart (either yardwaste or solid waste) caused by misuse or neglect. Multi-unit residential properties larger than a four-plex, commercial properties with the exception of churches (and only upon written request to the City), and persons providing lawn care service for a fee, as evidenced by a city business license, are not subject to the City's yardwaste program.

Classification	35 Gal Container	64 Gal Container	96 Gal Container	Each additional Yardwaste Container
Residential	\$18.00	\$23.15	\$28.10	\$6.75
Multi-Residential -Per unit	\$18.00	\$23.15	\$28.10	\$6.75
Commercial	\$19.75	\$26.60	\$33.60	N/A
Churches w/yardwaste	\$21.65	\$28.45	\$35.45	\$7.00
Extra Can / Garbage	\$ 7.15	\$12.65	\$19.85	

(b) Dumpster Charges – All accounts using bins of one cubic yard or greater shall be charged according to the following schedule:

SANITATION RATES-DUMPSTERS							
	CHARGE	2X/WK	3X/WK	4X/WK	5X/WK	6X/WK	XTRA P.U.
1 CY	\$38.65	\$77.30	\$115.95	\$154.60	\$193.25	\$231.90	\$8.90
1.5 CY	\$58.00	\$116.00	\$174.00	\$232.00	\$290.00	\$348.00	\$13.35
2 CY	\$77.30	\$154.60	\$231.90	\$309.20	\$386.50	\$463.80	\$17.85
3 CY	\$115.95	\$231.90	\$347.85	\$463.80	\$579.75	\$695.70	\$26.80
4 CY	\$154.60	\$309.20	\$463.80	\$618.40	\$773.00	\$927.60	\$35.70
5 CY	\$193.30	\$386.60	\$579.90	\$773.20	\$966.50	\$1,159.80	\$44.60
6 CY	\$231.90	\$463.80	\$695.70	\$927.60	\$1,159.50	\$1,391.40	\$53.55
10 CY	\$386.60	\$773.20	\$1,159.80	\$1,546.40	\$1,933.00	\$2,319.60	\$89.25

3. Standby Charges:

(a) Owners or managers of residential and commercial properties may apply to the city for suspension of service prior to the time the premises become unoccupied. Application shall be made on forms provided by

the city. Upon approval, the sanitation service shall be suspended and the regular charge for the service shall be suspended and replaced with a service/standby charge until the premises are reoccupied.

(b) No credit for suspension of service shall be given unless the premises remain unoccupied for 30 consecutive days.

(c) Service/standby charges shall take effect the month in which the property owner/manager makes application to the city, provided the property has been vacant for 30 consecutive days. For those properties vacant 15 days or less at the time application is made but anticipated to be vacant 30 consecutive days or more, the effective date shall be the first of the month following application.

(d) Upon re-occupancy, the regular charge shall be re-established. The owner shall notify the city of the re-occupancy.

(e) Service/standby charges for qualifying properties under this section shall be \$5.00 per month for residential and commercial properties.

4. Non-resident Charges. All accounts located outside Clarkston's city limits shall be *charged* at a rate of 50% greater than charges for identical service within the city limits.

5. Fees for Transporting Roll-off Containers. The charges for pickup and dumping of commercial roll-off units shall be:

Classification	Charges
Compaction Units	\$180.00 per trip
Demolition Units	\$180.00 per trip
Rent for 20 yd. Roll-off	\$35.00 per week
Rent for containers up to 5 c.yd.	\$25.00 per month
Tipping fees	Actual based on weight tickets

6. No later than November of each year the City Council shall review the rates for all classifications of service and adjust the rates as necessary to ensure that operating expenses of the utility are met. Rate changes shall be set by ordinance and become effective on January 1 of each year.

#### 14.18.090 Suspension of service.

1. Owners or managers of residential or commercial properties may apply to the city for suspension of service prior to the time the premises become unoccupied. Upon approval, the sanitation service shall be suspended and the regular charge for the service shall be suspended and replaced with a serve/standby charge until the premises are reoccupied. *When a property is reported as vacant, any city-owned property, i.e. carts and yardwaste containers will be returned to the city until such time as the property is reoccupied.*

2. Upon reoccupancy, the regular *appropriate can* charge shall be reestablished. The owner shall notify the city of reoccupancy.

3. No credit for suspension of service shall be given unless the premises remain unoccupied for 16 consecutive days in any calendar month.

#### 14.18.100 Containers.

~~1. It is the duty of every person in possession, charge or control of any residential or commercial establishment where refuse is created or accumulated to keep or cause to be kept at all times portable containers as defined in this chapter, and deposit or cause to be deposited the refuse therein.~~

~~2-1. For residential and small commercial accounts, waste containers shall be not less than 20 nor more than 32 gallon capacity, shall be watertight, tapered galvanized steel or unbreakable plastic which will not rust easily and shall have two handles at the sides thereof and a tight fitting lid with a handle. The combined weight of any container and its contents and its contents shall not exceed 65 pounds city provided containers will be used for regular garbage collection and for yardwaste collection.~~

~~3- 2. For large commercial or industrial accounts, containers shall be steel dumping containers of one-yard to six-yard capacity or tube compactors or roll-off bins as allowed in CMC 14.18.045 and shall be compatible with the disposal equipment used for collection in accordance with regulations established and published by the city sanitation department. Use and placement of dumpsters must be approved in writing by the city. Customers utilizing dumpsters for sanitation services must provide a hard surface that is level with the roadway on which the dumpster is placed. All dumpsters much be readily accessible by the sanitation crew~~

*and maintained in good working order. Commercial dumpsters not maintained will not be serviced until repaired.*

*3. Residential garbage containers are available in three sizes. The customer may choose the appropriate size. However, frequent (more than 3 consecutive months) of "extra garbage" charges as determined by the sanitation department will result in a city cart exchange to the next larger cart size. The larger cart will remain for a minimum of 90 days. One free cart size exchange is allowed per year per sanitation customer. Additional cart exchanges will be billed at \$15 per request. A cart size exchange is allowed not more than once every 90 days.*

~~4. Containers for mixed refuse shall be as in subsection (2) of this section and shall be watertight and shall have fly-tight lids, and such lids shall not be removed except when necessary to place garbage and rubbish therein or take the same therefrom. Containers shall be kept in sanitary condition by the owner thereof with the outside free of accumulated grease or decomposed materials.~~

~~a. No containers shall be kept or stored within the confines of any street or public alley in the residential district. In blocks in which there are no alleys The containers shall be kept on private property without interfering with the reasonable enjoyment of such private property or adjoining property; providing, the containers shall be placed in a readily accessible location to the traveled roadway of the street, near the curb or roadway, *on the street, at the curb* for collection only on the day that refuse is normally collected. *Containers should be removed from the street by end of collection day.*~~

~~b. Containers that have deteriorated to the extent of being hazardous to the collectors in handling such containers or to the extent the lids will not fit tightly or securely or are so badly damaged and bent they will not allow free discharge of the refuse or do not meet the general specifications of this chapter will be condemned by the sanitation division and notice be given to the owner as outlined in this chapter.~~

~~c. Containers that do not meet specifications as outlined in this chapter will be condemned and must be replaced. Nonconforming or defective containers shall be removed from service after prior notice of 10 days to the occupant by the city sanitation department, and may be hauled away upon request.~~

## SECTION 2.0

This ordinance shall be in full force and effect as of January 1, 2017 upon the signing hereof by the Mayor, authentication by the City Clerk and publication as required by law.

DATED this 12<sup>th</sup> day of December, 2016.

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

Authenticated:

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

ORDINANCE NO. 1578

AN ORDINANCE OF THE CITY OF CLARKSTON, WASHINGTON, ADOPTING THE FINAL BUDGET OF THE CITY FOR THE FISCAL YEAR ENDING DECEMBER 31, 2017, AND APPROVING AN ORDINANCE SUMMARY FOR PUBLICATION.

WHEREAS, the Mayor of the City of Clarkston, Washington, completed and placed on file with the City Clerk a proposed budget and estimate of the amount the moneys required to meet the public expenses, bond retirement and interest, reserve funds, and expense of government of the City for the fiscal year ending December 31, 2017; and

WHEREAS, a notice was published that the City Council would meet on November 28, 2016 at 7:00 p.m., in the council chambers of city hall for the purpose of making and adopting a budget for said fiscal year and giving taxpayers within the limits of the City an opportunity to be heard in a public hearing upon said budget; and

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

WHEREAS, the 2017 proposed budget does not exceed the lawful limit of taxation allowed by law to be levied on the property within the City of Clarkston for the purposes set forth in said budget, and the estimated expenditures set forth in said budget being all necessary to carry on the government of the City of Clarkston for the 2017 fiscal year and being sufficient to meet the various needs of the City of Clarkston during that period;

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

Section 1. The budget for the City of Clarkston, Washington, for the year 2017 is hereby adopted at the fund level in its final form and content as set forth in the document entitled 2017 FINAL BUDGET, CITY OF CLARKSTON, copies of which are on file in the Office of the Clerk.

Section 2. Estimated resources, including fund balances or working capital for each separate fund of the City of Clarkston, and aggregate totals for all such funds combined, for the year 2017 are set forth in summary form on Exhibit A

(attached) and are hereby appropriated for expenditure at the fund level during the year 2017 as set forth on Exhibit A.

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

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

Dated this 27th day of December, 2016

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

Authenticated:

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

SUMMARY OF ORDINANCE NO. 1578  
OF THE CITY OF CLARKSTON, WASHINGTON

On December 27, 2016, the City Council of the City of Clarkston, Washington, approved Ordinance No. 1578, the main point of which may be summarized by its title as follows:

AN ORDINANCE OF THE CITY OF CLARKSTON, WASHINGTON, ADOPTING THE FINAL BUDGET OF THE CITY FOR THE FISCAL YEAR ENDING DECEMBER 31, 2017 AND APPROVING AN ORDINANCE SUMMARY FOR PUBLICATION.

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

APPROVED by the City Council at their meeting of December 27, 2016.

---

Vickie Storey, City Clerk

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

2017 FINAL BUDGET  
 JANUARY 1, 2017

FUND	DESCRIPTION	BEG BAL	ACTUAL REVENUES	OTHER FINANCING SOURCES	ACTUAL EXPENDITURES	OTHER FINANCING USES	END BAL
001	CURRENT EXPENSE	\$ 937,440	\$ 3,622,200	\$ 117,415	\$ 3,932,687	\$ 225,425	\$ 518,943
004	CE RESERVE	\$ 609,811	\$ 1,000	\$ 70,000	\$ -	\$ -	\$ 680,811
006	EMP BENEFIT RESERVE	\$ 111,046	\$ 300	\$ 50,000	\$ -	\$ -	\$ 161,346
007	COMMUNITY PROJECTS	\$ 38,660	\$ 100	\$ -	\$ -	\$ -	\$ 38,760
010	NATIONAL NIGHT OUT	\$ 3,122	\$ 400	\$ -	\$ 900	\$ -	\$ 2,622
011	VICTIM'S RIGHTS	\$ 42,923	\$ 3,100	\$ -	\$ 23,000	\$ -	\$ 23,023
016	VEHICLE REPLCMENT	\$ 255,073	\$ 148,000	\$ -	\$ -	\$ 108,830	\$ 294,243
017	D A R E	\$ 4,756	\$ -	\$ -	\$ -	\$ -	\$ 4,756
037	CDBG	\$ 7,540	\$ -	\$ -	\$ -	\$ 7,540	\$ -
102	RESCUE ONE	\$ 7,859	\$ 1,300	\$ -	\$ 2,500	\$ -	\$ 6,659
103	STREET FUND	\$ 166,047	\$ 684,000	\$ 7,540	\$ 789,545	\$ -	\$ 68,042
104	TRANS BENEFIT DIST	\$ -	\$ 480,500	\$ -	\$ -	\$ -	\$ 858,054
105	STREET RESERVE	\$ 46,777	\$ 200	\$ -	\$ -	\$ -	\$ 46,977

2017 FINAL BUDGET  
 JANUARY 1, 2017

FUND	DESCRIPTION	BEG BAL	ACTUAL REVENUES	OTHER FINANCING SOURCES	ACTUAL EXPENDITURES	OTHER FINANCING USES	END BAL
108	DRUG ENFORCEMENT	\$ 27,261	\$ 2,150	\$ -	\$ 13,000	\$ -	\$ 16,411
120	EMS / AMBULANCE	\$ 200,037	\$ 1,068,800	\$ 110,000	\$ 1,257,205	\$ 51,100	\$ 70,532
121	EMS CAP RESERVE	\$ 144,866	\$ 400	\$ -	\$ -	\$ 110,000	\$ 35,266
130	LODGING TAX FUND	\$ 563,969	\$ 99,500	\$ -	\$ 88,750	\$ -	\$ 574,719
306	MUNICIPAL CAP IMPRV	\$ 271,059	\$ 65,800	\$ -	\$ -	\$ -	\$ 336,859
400	SEWER O&M	\$ 725,531	\$ 1,998,000	\$ -	\$ 1,308,495	\$ 848,400	\$ 566,636
401	SEWER EQUIP RSRV	\$ 116,816	\$ 450	\$ 20,000	\$ -	\$ -	\$ 137,266
402	SEWER LINE RESERVE	\$ 523,599	\$ 2,500	\$ 20,000	\$ -	\$ -	\$ 546,099
403	SEWER CAPITAL REPLC	\$ 101,985	\$ 300	\$ 20,000	\$ -	\$ -	\$ 122,285
404	SEWER RESERVE	\$ 123,692	\$ 600	\$ -	\$ -	\$ -	\$ 124,292
405	WWTP CONSTRUCTION	\$ 280,744	\$ 500	\$ -	\$ 213,000	\$ -	\$ 68,244
406	SEWER REVENUE BONI	\$ 353,788	\$ 3,000	\$ 340,000	\$ 338,620	\$ -	\$ 358,168

2017 FINAL BUDGET  
JANUARY 1, 2017

FUND	DESCRIPTION	BEG BAL	ACTUAL REVENUES	OTHER FINANCING SOURCES	ACTUAL EXPENDITURES	OTHER FINANCING USES	END BAL
407	PWTF LOAN	\$ 10,645	\$ -	\$ 365,000	\$ 21,900	\$ 349,750	\$ 3,995
408	SRF LOAN	\$ 86,967	\$ 400	\$ 82,700	\$ 16,600	\$ 66,210	\$ 87,257
409	STORMWATER O & M	\$ 49,452	\$ 291,200	\$ 60,000	\$ 341,425	\$ -	\$ 59,227
410	SANITATION O&M	\$ 73,893	\$ 1,181,300	\$ 41,000	\$ 1,215,565	\$ 60,000	\$ 20,628
411	SAN. EQUIP RSRV	\$ 21,366	\$ 50	\$ 20,000	\$ -	\$ -	\$ 41,416
<b>TOTALS</b>		<b>\$ 5,906,724</b>	<b>\$ 9,656,050</b>	<b>\$ 1,323,655</b>	<b>\$ 9,563,192</b>	<b>\$ 1,827,255</b>	<b>\$ 5,873,536</b>

## ORDINANCE NO. 1574

AN ORDINANCE AMENDING CERTAIN SECTIONS OF CHAPTER 5.44 OF THE CLARKSTON MUNICIPAL CODE, WHICH ESTABLISHES GAMBLING TAXES

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

## SECTION 1.0

Clarkston Municipal Code Chapter 5.44 is hereby amended as follows:

5.44.020 Persons subject to tax – Exceptions – Tax Rates.

(1) There shall be levied a tax upon all persons, organizations and associations conducting or operating within this jurisdiction any of the activities listed in this section; except, that no person, organization or association exempt from taxation by Chapter 9.46 RCW shall be taxed. The tax to be levied shall be paid to the city in the following amounts:

	<b>Activity</b>	<b>Tax Rate</b>
a.	Conduct of any bingo game or raffle.	Five percent of the gross revenue received less the amount awarded as cash or merchandise prizes.
b.	Operation of punch boards or pull-tabs as a commercial stimulant.	Three percent of the gross receipts directly from the operation of the game.
c.	Operation of punch boards or pull-tabs by a bona fide charitable or nonprofit organization.	Three percent of the gross receipts from the operation of the games, less the amount awarded as cash or merchandise prizes.
d.	Operation of a card room for social card games as a commercial stimulant upon any premises.	<del>Six</del> Four percent of the gross revenue received from such card games.

## SECTION 2.0

**Corrections by City Clerk or Code Reviser.** Upon approval of the City Attorney, the City Clerk and the code reviser are authorized to make necessary corrections to this ordinance, including the correction of clerical errors; references to other local, state or federal laws, codes, rules, or regulations; or ordinance numbering and section/subsection numbering.

## SECTION 3.0

**Severability.** If any one or more section, subsection, sentence, clause or phrase of this ordinance, or its application to any person or circumstance, is held to be unconstitutional or invalid for any reason, or should any portion of this Ordinance be preempted by state

or federal law or regulation, such decision or pre-emption shall not affect the validity of the remaining portions of this Ordinance or its application to other persons or circumstances, and the same shall remain in full force and effect.

SECTION 4.0

**Effective Date.** This ordinance shall take effect on February 1, 2017.

PASSED by the City Council of the City of Clarkston, Washington this 27<sup>th</sup> day of December, 2016.

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

Attest:

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

Approved as to Form:

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

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

## **CONTRACT FOR PROFESSIONAL SERVICES**

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

This contract entered into between the City of Clarkston, Washington, hereinafter called "City" and The Wesley Group hereinafter called "Contractor" is effective as of January 1, 2017. That for and in consideration of the mutual promises and covenants exchanged herein, the parties agree as follows:

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

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

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

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

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

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

In consideration of the Contractor's performance hereunder, the City shall pay the sum of Eight Thousand Four hundred Dollars (\$8400.00). Payments shall be in twelve (12) monthly installments beginning January 1, 2017. Each monthly payment to be Seven Hundred Dollars (\$700.00). Actual mileage expense between Kennewick and Clarkston

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

**ARTICLE IV - HOLD HARMLESS**

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

**ARTICLE V - INDEPENDENT CONTRACTOR**

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

**ARTICLE VI - TERM OF CONTRACT**

This contract shall be effective for the period beginning with January 1, 2017 through December 31, 2017.

Contractor:

City of Clarkston:

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

\_\_\_\_\_  
Mayor

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

9-6-2016  
Date

\_\_\_\_\_  
Date

## CITY ATTORNEY RETAINER AGREEMENT

### I - PARTIES/EMPLOYMENT

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

### II - QUALITY OF SERVICES

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

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

### III - COMPENSATION

A. Basic Retainer: The CITY shall pay the CITY ATTORNEY a retainer in the amount of \$95,000.00 annually to be paid in equal monthly installments of \$7,916.66 which retainer shall be compensation for the following legal services.

1. To attend all of the regularly scheduled workshops and meetings of the City Council each month.
2. To attend weekly or bi-weekly staff meetings as scheduled by the Mayor.
3. To provide legal advice to the Mayor, City Council and administrative heads of the various departments of the CITY.
4. To prepare such ordinances, resolutions and instruments as the Mayor and City Council may direct, to render legal advice on all civil matters, and to prepare or review such correspondence, contracts, easements and instruments as may be necessary and appropriate.
5. To act as prosecutor for the CITY in the Asotin County District Court, including preparation and/or negotiation of all municipal court cases and all appeals arising therefrom.
6. Representation of the CITY in civil litigation, except as noted under Exceptions.
7. Such other and further legal services as requested.

B. Additional Services: The CITY shall pay the CITY ATTORNEY for the following additional or special legal services at the rate of \$107.50 per hour, or if said services are performed by a paralegal in the CITY ATTORNEY'S office the same shall be

compensated at the rate of \$42.50 per hour.

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

#### **IV - REIMBURSEMENT**

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

#### **V - EXCEPTIONS**

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

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

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

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

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

## VII - INSURANCE COVERAGE

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

## VIII - TERM OF AGREEMENT AND TERMINATION

- A. Term of Agreement: This Agreement shall take effect on January 1, 2016 and upon full execution hereof and shall expire on December 31, 2016, with the option to renew.
- B. Termination: Either party may terminate this Agreement for good cause upon 60 days written notice to the other party.
- C. Payment Upon Termination: In the event of termination, the CITY shall only be responsible to pay for all services performed by the CITY ATTORNEY to the effective date of termination, as described in the final billing statement to the CITY.

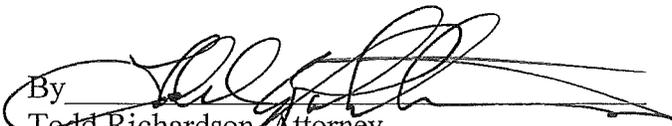
## IX - OTHER PROVISIONS

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

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

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

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

By   
Todd Richardson, Attorney

CITY OF CLARKSTON

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

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

## CONTRACT FOR INDIGENT DEFENSE SERVICES

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

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

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

2. Compensation. The City shall pay to the Attorney for services rendered under this Contract the sum of \$41,400.00 annually to be paid in equal monthly installments.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

3. Term. The term of this agreement shall be from January 1, 2017 through December 31, 2017 unless sooner terminated as provided in this Agreement.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Therefore, the Attorney has personally signed this IN WITNESS WHEREOF, the parties have executed this Agreement on the \_\_\_\_ day of December, 2016.

CITY OF CLARKSTON

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

ATTEST:

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

APPROVED AS TO FORM:  
OFFICE OF THE CITY ATTORNEY:

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

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

Neil P. Cox  
NEIL P. COX

12-5-16  
DATE

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

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

1. Requirements

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

2. Deliverables

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

3. Controls

- A. The Contractor shall be responsible for providing the deliverables to the City, through the Office of the Police Chief, and shall perform all tasks in conformance with W.S.B.A. Rules of Professional Conduct regarding disclosure, confidentiality, and handling of materials provided by the City during the period of performance under this Agreement. Upon termination of this Agreement, the Contractor shall inventory, account for and return any materials, papers, software or other documentation, including copies, whether computerized or hard documents to the City through the Office of the Chief of Police;
- B. Contractor may use such City facilities and equipment as are required for providing the deliverables set forth herein above; control of and access to supplies, facilities and equipment shall be under the supervision of the Chief of Police and must be within the budget limitations of the City;
- C. All products or other items prepared by the Contractor during the period of performance of this Agreement, whether complete or incomplete, shall remain the property of the City of Clarkston.

4. Payment and Terms of Agreement

In consideration for the Contractor's performance herein, the City shall pay Contractor a monthly amount to be set and paid in accordance to the terms and conditions of the Grant described herein above. The term of this Agreement shall begin on January 1, 2017 and terminate on December 31, 2017, as set forth in said grant. Loss of grant funding may cause the termination of this contract prior to this effective date. .

5. Indemnity

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

6. Insurance

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

7. Independent Contractor

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

CITY OF CLARKSTON

CONTRACTOR

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

Dawn Berreth  
Dawn Berreth

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

Date: December 1, 2016

AGREEMENT FOR JANITORIAL SERVICES

Agreement made this 12<sup>th</sup> day of December, 2016, between Diane Ash (Contractor) and the City of Clarkston (City).

Contractor will provide and perform for the City the services described in the attached Task Schedule.

All personnel furnished by Contractor will be employees of Contractor and Contractor will pay all salaries and expenses and all payroll taxes and will carry workmen's compensation insurance for such personnel.

Contractor will provide all proper safeguards and shall assume all risks incurred in performing its services.

Contractor shall procure and maintain for the duration of the Agreement, insurance against claims for injuries to persons or damage to property which may arise from or in connection with the performance of the work hereunder by the Contractor, their agents, representatives, employees or subcontractors.

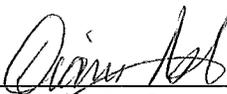
Contractor is responsible for the direct supervision of its personnel. It is agreed that Contractor will remove from services any of its personnel, who, in the reasonable opinion of the City, are guilty of improper conduct or are not qualified to perform the work assigned them. Background checks will be performed on contractor and any employees assigned to work under this agreement. Fingerprinting is required of contractor and any employees working under this agreement.

In exchange for performance of services the City shall make payment to the Contractor at the rate of \$700.00 per month for City Hall and \$550.00 per month for the Police Station. Services outside the scope of this agreement may be performed for additional compensation. The Contractor will bill the City monthly for services. Invoices will be paid within 15 days of billing.

This agreement shall continue in effect from the date services begin, but may be terminated by either party with thirty (30) days written notice.

City of Clarkston

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

  
\_\_\_\_\_  
Diane Ash, Contractor

TASK SCHEDULE - JANITORIAL  
CITY HALL AND POLICE DEPARTMENT

OFFICE AND LOBBY AREAS	3 x Wk	Weekly	Monthly	Qrtly	Semi-Annually	Annually	As Needed
Empty Wastebaskets	x						
Dust Furniture		x					
Dust File Cabinets, bookcases, shelves		x					
Dust Phones		x					
Sanitize Phones		x					
Low dust, sills, ledges, frames, ducts, etc			x				
High dust			x				
Spot clean desk tops		x					
Spot clean glass doors							x
Clean entire interior glass					x		
Dust blinds			x				
Remove dust & cobwebs from ceilings				x			
Dust mop hard surface floors, vacuum carpet in high traffic areas	x						
Damp mop hard floors & vacuum carpet (all)		x					
Spot clean spills and stains on carpet and hard floors							x
Turn Off Lights, Lock Doors	x						

<b>Restrooms</b>	<b>3 x Wk</b>	<b>Weekly</b>	<b>Monthly</b>	<b>Qrtly</b>	<b>Semi-Annually</b>	<b>Annually</b>	<b>As Needed</b>
Clean & sanitize all fixtures	x						
Clean glass & mirrors							x
Empty containers, Change liners as needed	x						
Spot clean walls, doors							x
Refill all dispensers							x
Low dust			x				
High dust			x				
Sweep, damp mop & sanitize floor	x						

<b>Floors, Hard Surface</b>	<b>3 x Wk</b>	<b>Weekly</b>	<b>Monthly</b>	<b>Qrtly</b>	<b>Semi-Annually</b>	<b>Annually</b>	<b>As Needed</b>
Spot Clean	x						
Damp Mop		x					
Remove scuff marks, refinish							x
Strip, clean, refinish, buff							x

<b>Windows</b>	<b>3 x Wk</b>	<b>Weekly</b>	<b>Monthly</b>	<b>Qrtly</b>	<b>Semi-Annually</b>	<b>Annually</b>	<b>As Needed</b>
Clean, Outside					x		
Clean, Inside					x		

<b>Building Exterior</b>	<b>3 x Wk</b>	<b>Weekly</b>	<b>Monthly</b>	<b>Qrtly</b>	<b>Semi-Annually</b>	<b>Annually</b>	<b>As Needed</b>
Sweep down cobwebs							x
Sweep sidewalk							x
Sweep/vacuum entry							x

## **Intergovernmental Cooperation Agreement between Clarkston and Asotin County Fire District 1**

THIS AGREEMENT made and entered into this \_\_\_\_\_ day of \_\_\_\_\_ 2016, by and between the ASOTIN COUNTY FIRE DISTRICT #1 (hereafter, DISTRICT) a municipal corporation of the State of Washington, located in Asotin County, and the CITY OF CLARKSTON (hereafter, CITY), a Washington municipal corporation.

### **PRELIMINARY MATTERS**

Each of the parties hereto has an interest in the control of fire, fire prevention, emergency medical services, hazardous materials control, and/or other emergency support; and each of the parties owns and maintains equipment and retains personnel who are trained to provide various levels of service in the control of fire, fire prevention, emergency medical service equipment and personnel, hazardous materials control, and/or other emergency support; and

In the event of a major fire, disaster or other emergency, either party may need the assistance of the other party to this Agreement to provide supplemental fire suppression, emergency medical service equipment and personnel, hazardous materials control and/or other emergency support; and

Each of the parties may have the necessary equipment and personnel available to enable it to provide such services to the other party to this Agreement in the event of such a major fire, disaster, or other emergency; and

The facilities of each party are located in such a manner as to enable each party to render mutual assistance to the other; and each of the parties to this Agreement has determined that it is in the best interests of each party to set forth guidelines for providing mutual assistance to each other in the case of a major fire, disaster or other emergency, and,

Each of the parties hereto does not assert, confirm, or represent it has any certain special expertise or specialized training with regard to the above referenced services, and,

Each party recognizes and agrees to follow all applicable NIMS and ICS guidelines and protocols when responding to an incident

Each of the parties agrees as follows:

### **AGREEMENT**

- 1) **AUTHORIZATION:** This Agreement is authorized under RCW 52.12.031(3) and chapter 39.34 RCW.
- 2) **PURPOSE:** The stated purpose of this Agreement is for the parties to provide mutual assistance to each other for the control of fire, fire prevention, emergency

medical services, hazardous materials control, and/or other emergency support in the event of a major fire, disaster, or other emergency.

3) **REQUEST FOR ASSISTANCE:** The Commanding Officer or Incident Commander of the Requesting Party at the scene of an emergency within the boundaries of that party's geographical jurisdiction is authorized to request assistance from the other party if confronted with an emergency situation for which the Requesting Party has need for equipment or personnel in excess of that available to the Requesting Party.

4) **RESPONSE TO REQUEST:** Upon receipt of a request, the Commanding Officer of the Responding Party shall immediately take the following action:

- Determine if the Responding Party has equipment and personnel available to respond to the Requesting Party and determine the type of the equipment and number of personnel available.
- Determine what available equipment and what available personnel should be dispatched in accordance with the plans and procedures established by the parties.
- In the event the requested equipment and/or personnel are available, then the Commanding Officer of the Responding Party shall dispatch such equipment and personnel to the scene of the emergency with proper operating instructions.
- In the event the requested equipment and/or personnel are not available, then the Commanding Officer of the Responding Party shall immediately advise the Requesting Party of such fact.

5) **AUTOMATIC ASSISTANCE:** Automatic assistance shall only apply in the case of a working structure fire, which is defined as any residential or commercial structure fire with flames showing that requires at least one (1) hose line to extinguish.

In the event of a working structure fire, each Party shall provide the other Party with emergency assistance on an automatic dispatch basis. The dispatch shall be based upon a pre-determined basis within the computer-aided dispatch (CAD) software. The response shall be established and agreed to by the fire chiefs of the Parties.

On receipt of a working structure fire alarm, the dispatched unit(s) of the responding Party shall immediately respond with apparatus, equipment, and/or personnel. In the event that the responding Party is unable to provide assistance, the responding Party shall inform the requesting Party of such as soon as possible. The Parties anticipate that such inability to provide automatic assistance will only occur at times when the resources of the responding Party are otherwise committed.

Notwithstanding anything to the contrary, each Party reserves the right to control its own resources.

6) **COMMAND RESPONSIBILITY AT SCENE:** The Requesting Party's Incident Commander shall be in command of the operations under which the equipment and personnel sent by the Responding Party shall serve; provided, however, that the responding equipment and personnel shall be under the immediate supervision of the Responding Party's officer in charge. If the Incident Commander specifically requests a senior officer of the Responding Party to assume command, the Requesting Party shall not, by relinquishing command, be relieved of responsibility for the operation.

7) **COMMUNICATIONS:** Unless specifically instructed otherwise, the Requesting Party shall have the responsibility for coordinating communications between the personnel of the Responding Party and the Requesting Party. Responding Party personnel should be prepared to furnish communications equipment sufficient to maintain communications between its respective operating units.

8) **TERM OF DEPLOYMENT:** The initial duration of a request for assistance is anticipated to be one operational period but may be extended, if necessary. The duration of the response depends upon the complexity of the event.

9) **SUMMARY REPORT:** The Requesting Party shall complete the National Fire Incident Report and will forward Responding Party a copy of this report detailing the incident.

10) **LIABILITY:**

- **No Liability for Responding Agency.** Except as expressly provided herein, no Party shall be liable for (i) failure to comply with any provision of this Agreement, or (ii) liability arising from providing or refusing to provide Mutual Aid or Automatic Aid under this Agreement.
- **Mutual Releases.** Except as specifically provided herein, each Party hereby forever releases or discharges each other Party, its officers, officials, employees, volunteers and/or agents from any claim related to this Agreement or providing Mutual or Automatic Aid hereunder.
- **Liability to Other Parties - Damage or Destruction to Apparatus or Equipment.** Except as expressly provided herein, the Requesting Agency or any other Party shall not be obligated to pay the Responding Agency or any other Party for any damage to or destruction of any apparatus or equipment used in Automatic or Mutual Aid. This provision shall not apply to the extent this provision would void applicable property insurance available to provide payment for the damage or loss of such apparatus or equipment. It is the intent of the Parties that the risk of loss to apparatus or equipment will be addressed by each Party through the purchase of property Insurance as opposed to seeking reimbursement from other Parties.
- **Liability to Third Parties.** The term "third party" means any person, firm or entity other than the Parties hereto. With regard to the Automatic or Mutual Aid provided hereunder, each Party shall be responsible for all liability arising from or related to the negligent acts or willful conduct of that Party, its officers, officials,

employees, volunteers and/or agents which causes damage to third parties, to the extent and in proportion that such liability is caused by the negligent acts or willful misconduct of that Party, its officers, officials, employees, volunteers and/or agents.

- **Cross Indemnification.** To the fullest extent permitted by law, Parties shall indemnify, defend and hold harmless the other Parties, their officers, officials, employees, volunteers and/or agents from any and all claims, demands, causes of action, lawsuits, costs, including attorneys' fees, losses, judgments, awards or liabilities to any third party, arising out of the negligent acts or willful conduct of the indemnifying Party, its officers, officials, employees or volunteers in connection with the performance of this Agreement. It is further specifically and expressly understood that the indemnification provided herein constitutes each party's waiver of immunity under applicable industrial insurance workers compensation laws solely to carry out the purposes of this indemnification clause. The parties further acknowledge that they have mutually negotiated this waiver.
- **Survival.** The provisions of this Section shall survive the expiration or termination of this Agreement.

11) **POST-RESPONSE RESPONSIBILITY:** All equipment and personnel used under the terms of this Agreement shall be returned to the Responding Party upon being released by the Requesting Party, or upon demand being made by the Responding Party for return of said equipment and personnel.

12) **COMPENSATION:** Each party agrees that it will not seek compensation from the other party for services rendered under this Agreement unless certain exceptions apply. Each party shall at all times be responsible for the payment of wages and other compensation and for carrying workmen's compensation on its employees. Each party shall be responsible for its own equipment and shall bear the risk of loss therefore, whether or not said equipment is being used within the area of primary responsibility of that party. . However, if fire suppression chemicals are utilized by the Responding Party, the Requesting Party shall compensate the other party for the actual cost of such chemicals. In the event the incident evolves into a State Mobilization funded by the State of Washington, the Requesting Party will assist the Responding Party in obtaining re-imbursement from the Requesting Party's State.

Exceptions include, if Requesting Party is requesting emergency medical services, the Responding Party will be allowed to charge the patient according to the Responding Parties current fees.

If Requesting Party is requesting a response to a contracted property or while their apparatus and personnel are working at an incident out of their legal boundaries, and will receive compensation for services delivered outside their boundaries (not including mutual aid responses), the Responding Party will be reimbursed the cost of personnel, including call back personnel based on the actual expense of the Responding Party, excluding benefits. All equipment and apparatus cost will be based on the Washington Fire Service Organization Rate Book in effect at the time of the response.

Due to specialized apparatus not being listed in the Washington Fire Service Organization Rate Book, the reimbursement rate for ACFD1 6X6 Tender will be at the rate of a class 1 structural engine and the all-terrain ATVs with water tanks and pumps shall be at the rate of a class 7 wild land truck. The time to be reimbursed is from the time of call until crews return to duty station and will be rounded up to the nearest ½ hour.

13) **INSURANCE:** Each party agrees to maintain adequate insurance coverage for its own equipment and personnel.

14) **PRE-INCIDENT:** The Commanding Officers of the parties may, from time to time, meet to establish pre-incident plans which indicate the types of and locations of potential problem areas where emergency assistance may be needed, the type of equipment that should be dispatched under such circumstances, the number of personnel that should be dispatched under such circumstances and the training to be conducted to ensure efficient operations. Such plans shall take into consideration the proper protection by the Responding Party of its own geographical jurisdiction. The parties hereto agree to take such steps as are feasible to standardize equipment such as couplings, hose, and apparatus, so that said equipment can be fully utilized by either of the parties hereto.

15) **TERMINATION:** This Agreement shall remain in full force and effect for five (5) years from its effective date, unless terminated prior to that in the manner set forth below. Any party may terminate their participation in this agreement prior to expiration as follows:

- A party desiring to terminate this Agreement shall serve written notice upon the other party of its intention to terminate this Agreement. Such notice shall be served not less than thirty (30) calendar days prior to the termination date set forth in that written notice. The written notice shall automatically terminate this Agreement on the date specified therein unless rescinded in writing prior to that date.
- Termination of this agreement shall not preclude future mutual aid agreements between the parties.

16) **INTERLOCAL COOPERATION ACT PROVISIONS:**

- **No Separate Entity Created.** This Agreement does not establish a separate legal entity, joint board, or administrative section for the purpose of acquiring, managing, or disposing of property, or any other financial obligation allowed under the Act.
- **Administration.** Unless the Parties otherwise agree, there shall be no lead agency responsible for the administration of this Agreement. This Agreement shall be administered jointly by the chief officers of the respective Parties.

- **Property Ownership.** This Agreement does not provide for jointly owned property. All property presently owned or hereafter acquired by either party to enable it to perform the services required under this agreement shall remain the property of that party in the event of the termination of this agreement.

17) **BENEFITS.** This agreement is entered into for the benefit of the parties to this agreement only and shall confer no benefits, direct or implied, on any third persons.

18) **EFFECTIVE DATE:** This Agreement shall become effective on the date first appearing above.

ASOTIN COUNTY FIRE PROTECTION DISTRICT #1

\_\_\_\_\_  
Ken Klug, Commissioner

\_\_\_\_\_  
Patrick W. Loeth, Commissioner

\_\_\_\_\_  
Bill Wolfinbarger, Commissioner

ATTEST:

\_\_\_\_\_  
Noel Hardin, Fire Chief

CITY OF CLARKSTON, WASHINGTON

ATTEST:

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

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

**RESOLUTION NO. 2016 - 15**

**A RESOLUTION REGARDING THE ADOPTION OF THE CITY OF CLARKSTON'S  
2017 WASHINGTON STATE LEGISLATIVE AGENDA.**

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

**NOW, THEREFORE, BE IT RESOLVED** by the City Council of the City of Clarkston, Washington that the attached City of Clarkston 2017 Washington State Legislative Agenda as the position of the city of Clarkston on the items stated therein.

ADOPTED by the City Council this 12<sup>th</sup> day of December, 2016.

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Monika Lawrence, Mayor

ATTEST:

---

Vickie Storey, City Clerk



# *City of Clarkston*

## **Legislative Agenda 2017**

### **Fiscal**

- Careful and fiscally responsible consideration of a merger of LEOFF1 and TRS or LEOFF2.
  - If a merger results in withdrawing surplus funds from LEOFF1, a proportional amount of surplus funds representing the amount attributed to employer LEOFF1 contributions (approximately 11%) should be returned to employers to help offset the costs of LEOFF 1 medical costs.
- Restore and maintain State investments in state-shared revenue distributions and other assistance
  - Restore growth in liquor profit distributions.
  - Increase the municipal share of state-shared revenues of marijuana excise taxes.
  - Protect state-shared revenues by refraining from cuts or diversions of revenue to fund court mandated K-12 education funding.
  - Maintain the city-state partnership for shared revenues to fund key services.
  - Respect city local authority with regards to revenue, taxes, licensing, and home rule.

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

- Ensure that Southeastern Washington is properly represented in any transportation infrastructure and community development funding package
  - Adequately fund WASDOT funded projects within the Lewis Clark Valley Metropolitan Planning area (Lewiston-Clarkston MPO).
  - Clarkston prioritizes planned improvements to Highway 12 / Bridge Street for transportation funding and those planned improvements must include curb, gutter, and sidewalk.
  - Provide alternative funding avenues for local projects such as street resurfacing.

- Revitalize key infrastructure assistance programs to support job creation, our health and safety, economic vitality, and quality of life.
- Support and enhance actions to increase affordable housing, decrease homelessness, and improve a strained mental and behavioral health system.

## **Public Safety**

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

## **Other**

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