

**CITY OF CLARKSTON
CITY COUNCIL AGENDA
829 5th Street
MONDAY, July 25, 2016**

- 1. CALL TO ORDER: 7:00 P.M.**
- 2. PLEDGE OF ALLEGIANCE:**
- 3. AGENDA CHANGES:**
- 4. APPROVAL OF MINUTES:
July 11, 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 – July 19**
 - C. Public Works – July 19**
 - D. Administrative/Intergovernmental – July 25**
 - E. Community Development – July 19**
 - F. Outside Organizations – Health District, EMS Council, Valley Vision, PTBA, SEWEDA, MPO, Regional Stormwater, Lodging Tax Advisory**

- 7. UNFINISHED BUSINESS:**

- 8. NEW BUSINESS:**
 - A. Ordinance No. 1568, Repealing Ordinance No. 115, Fowl Running at Large – 1st Reading**
 - B. Ordinance No. 1569, Amending SMS 10.54, Animal Regulations – 1st Reading**
 - C. Ordinance No. 1570, Establishing Regulations for Keeping of Chickens – 1st Reading**
 - D. Ordinance No. 1571, Amending CMC 10.56, Nuisances – 1st Reading**
 - E. Agreement with Clarkston School District, School Resource Officer**
 - F. Conflict Public Defender Agreement, Jane Richards**
 - G. Resolution No. 2016-06, 2017 EMS Levy**

- 9. COUNCIL COMMENTS**

- 10. ADJOURN:**

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

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

CLARKSTON CITY COUNCIL MINUTES
July 11, 2016

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

STAFF:

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

AGENDA CHANGES:

APPROVAL OF: Minutes of the June 27, 2016, Regular Meeting were approved as presented.

COMMUNICATIONS:

A. From the Public:

Tom Martin, 421 11th Street, Clarkston.
Alice White, 742 13th Street, Clarkston.
Jennifer Haddock, 631 3rd Street, Clarkston.
Lynn Thompson, 540 8th Street, Clarkston.
Rose Marie Granlund.
Amy Kelly, 500 Sycamore, Clarkston.
James Evans, 1115 Highland Ave, Clarkston.
Stacy Wolfenbarger, 712 2nd Street, Clarkston.
Rose Marie Bunch, 2519 Solar Hill Drive, Clarkston.

B. From Mayor:

Mayor Lawrence reported that she wrote letters of recommendation to two Clarkston High School students who are applying for scholarships.

Mayor Lawrence announced that there will be a free food distribution on July 15 at the Lutheran Church.

Mayor Lawrence said she provided some copies from the Washington Administrative Code regarding staffing for fire response to structure fires. Mayor Lawrence said that the EMS Levy that is voted on each year is used to fund the ambulance budget, not the fire department. There are separate budgets for fire and ambulance. The fire department budget comes from current expense as does the police budget. Mayor Lawrence commented that last year there were 8 structure fires, which is good news.

C. From Staff:

Dan Sokoloski said the Fire/EMS department is a team, not separate departments. He commented on the many tasks the department does and said that all employees take part in these activities and are cross trained. Sokoloski said Clarkston voters approved \$1.35 on a \$100,000 house to support EMS. He said it is impossible to draw a line and separate fire from EMS. He said at the current rate the department will respond to about 2,200 calls this year. Back to back calls are inevitable. He said the budget was adopted with the understanding that there would be 12 full time employees. He explained the circumstances when a fire rescue can be made with fewer than four staff on site. He said there have been six fire related deaths in the time he has been employed.

COMMITTEE REPORTS

Finance: Councilmember Beadles reported the bills were reviewed and approved for payment. Total expenditures for June 30, 2016 of \$3,280.85 and for July 11, 2016 of \$403,443.99. MOTION BY BEADLES/PIERCE to approve the bills. Motion carried.

Public Safety: Councilmember Beadles reported on the July 5 meeting. Chief Cooper discussed the mechanical issues with the utility truck. The repairs might be more than the value of the truck. Chief is

also exploring options regarding ongoing oil leaks with the 2008 ambulance. Testing to promote for an open captain position is scheduled.

Effective July 11 staffing of the fire department will return to 3 per shift as staffed in 2011. Jared Lutes stated his concerns about safety. Rolin Heytvelt suggested contacting the legislature about funding assistance for LEOFF I liabilities.

Chief Hastings reported the number of fireworks related calls.

Chief Hastings is reviewing a proposed ordinance that would allow chickens in the city.

Public Works: Councilmember Pierce reported on the July 5 meeting. Committee had extensive discussion about recycling. A feasibility study should be the first step.

A plan to add public restrooms and parking at Vernon Park with lodging tax funds will require some planning to show it is tourism related.

WWCC would like to place someone as a summer intern at the WWTP. We will look at that for 2017.

The alley acquisition is complete. PWD Martin is looking for funding options for Bridge Street improvements.

Admin Committee: Councilmember Blackmon reported on the July 11 meeting. Committee discussed the 2017 EMS levy with Chief Cooper. Cooper said he needs to have the budget ready for council approval at the July 25 meeting. Committee discussed an increase to the card room tax rate and recommend no changes at this time.

Community Development: Councilmember Campbell reported on the July 5 meeting. Committee reviewed a draft of the chicken ordinance. Language to address unsanitary conditions needs to be added. It should also include that commercial sales of eggs will not be allowed.

Outside Organizations:

UNFINISHED BUSINESS:

NEW BUSINESS:

A. Holly Tietz, re: Fire Department Staffing

Holly Tietz, 414 7th Street, said that apparently communication has been cut off between the council and the fire department on the recommendation of the city attorney. She stated that it seems the council is not concerned with the safety of the fire employees. Tietz spoke about safety concerns for residents and firefighters and the possible impacts that could result from reduced staffing. She said she votes for the EMS levy with the expectation that it funds 12 full time positions. She accused the mayor and council of not holding the safety of the residents and firefighters in highest regard. She questioned the legality of using levy monies for something other than what it was intended for. Tietz asked the council to reconsider and direct the fire chief to fill the two vacant positions.

COUNCIL COMMENTS:

Councilmember Beauchamp said she wondered why a new SAFER grant, which funded two positions in the fire department, was not applied for in 2014. Chief Cooper explained the grant is for added personnel or if you are seeking a way not to reduce force. At the application time there was not a staffing issue. She said there is a trend nationally that fire departments have become primarily EMS services and it is very expensive nationwide. She said we don't want to put a price on people's lives. She said it is not us against them and not all components that make up a decision can be discussed. She said until she became a councilmember, she did not understand what all would be involved in making decisions. She said the city is not spending EMS funds on other things. She thanked the audience for coming and speaking out. She commented that Clarkston is almost the only city our size in the state with a career department and an ambulance service. Most are consolidating services. It doesn't make sense to be redundant.

Councilmember Campbell said her concern and dedication to the safety of the residents has not changed and will not. She said there was an incident at the Port recently and the fire department provided

outstanding service.

Councilmember Beadles thanked Councilmember Beauchamp for her comments. He said sometimes the process of union negotiations can make coming together difficult and the process can be slow. He said the total budget for Fire/EMS is about \$2 million. Beadles said the City has been spending more than it receives in revenue and that has to stop or there won't be enough to operate at some future point. He said long term sustainability is the issue.

Councilmember Pierce commented that this is about sustainability and council is looking at ways to make it work. Some council members are looking at a possible sales tax increase. He said he appreciates the work done by the fire department. Council is the steward of Clarkston's financial future. MOTION BY PIERCE/KOLSTAD for the Public Safety Committee to come up with some viable solutions to the continuing financial sustainability of the City to present to council by August 22. Motion carried.

Councilmember Kolstad gave kudos to the police department for assisting when a neighbor's dog was hit by a car.

Chief Cooper commented that this has been an interesting discussion and it appears that there is no change in direction for staffing. He asked that council recognize that the employees are highly committed to their jobs. He said the potential savings from reducing two personnel is about \$160,000. But there will be additional overtime costs as a result that will reduce actual savings to just over \$100,000. He said he is sad that staffing will be reduced, but the department will continue to provide excellent service.

MOTION BY BLACKMON/PIERCE to maintain staffing at twelve firefighter/EMS positions until the August 22nd recommendation can be presented. Councilmember Campbell asked what the current staffing level is. Cooper said there are ten career positions that has been augmented by reserves. An agreement with the union that allows for the use of reserves to replace shifts for those vacant positions ends on July 12 when staffing will be reduced to 10 with three man crews. He said it might be possible to negotiate an extension of the agreement. Cooper said council could authorize hiring two employees, but the city would have to give 90 day notice to reduce staff. Cooper said the motion could be amended to negotiate with the union to continue to use reserves until the council report is made on August 22.

Blackmon amended his motion to negotiate with the union to allow continued use of reserves until August 22. Second by Pierce. Motion to amend carried 6-1, Murray opposed.

Amended motion carried. 6-1, Murray opposed.

Councilmember Beauchamp commented that the current budget was approved by the prior council. She commented that there has not been a union contract since the end of 2014. Attorney Richardson commented that negotiations have been ongoing since 2014, it just has not been resolved yet. Richardson also explained that when a budget is adopted there is discretion over whether budgeted funds are actually spent. Beauchamp commented that when comparing wages, you need to look at a span of time, not necessarily just the most recent change since some positions, such as the city attorney don't receive an adjustment every year.

Beadles said the budget sets the parameters that the city will not exceed. It doesn't mean it is necessarily an open checkbook to spend everything.

EXECUTIVE SESSION: Council went into Executive Session at 8:33 p.m. to discuss union negotiations. No decisions are anticipated as a result of the session. Expected duration is 30 minutes. Council returned to open session at 9:03 p.m.

ADJOURNMENT:

Meeting adjourned at 9:03 p.m.

Vickie Storey, City Clerk

Monika Lawrence, Mayor

Total Fund Expenditures, 6/30/16	Ck #61944-46, 20160602-04	\$3,280.85
Total Fund Expenditures, 7/11/16	Ck #61991-62069	\$121,969.03
Payroll, 6/30/16	Ck #61947-90	\$281,474.96

Public Safety Committee

July 19, 2016

Attendance: Chief Cooper, Mayor Lawrence, City Attorney Richardson, Skate Pierce, Brian Kolstad, Terry Beadles, Jared Lutes

The committee recommends council approval of the School Resource Officer Agreement for the 2016 – 2017 school year. (Agenda item for council action).

Chief Cooper announced that we were not successful on a recent grant application for a remote nozzle and SCBA replacement air tanks. A review for reapplying for a grant to cover SCBA air tanks will be conducted.

The ongoing oil leak problems of Ambulance 83 were discussed.

A chassis for remount an ambulance box will be included in the 2017 budget.

The recently purchased vehicle exhaust removal system should be installed on July 22nd and July 23rd.

The Chief discussed the upcoming event that will involve the “Black Lives Matter” movement.

Fire reserve work hours were discussed. Two Fire Reservists will be leaving the area after obtaining Fire Department employment in larger cities.

The committee discussed, exploring options for staffing at our Fire Department.

COMMUNITY DEVELOPMENT NOTES
06/19/2016

In attendance: Council members Skate Pierce, Monika Lawrence, Belinda Campbell and at large person Tricia York.

Discussion centered around the finalization of the chicken ordinance. Vickie presented us with a final version for approval to present to council. With a couple of suggestions and fixes, the ordinances were/are ready for council. We also had to address previous ordinances pertaining to chickens in the city limits along with updating our nuisance code.

We discussed incentives for people to clean up their yards. Something for people right now whose yards are well taken care of and something for people who get theirs cleaned up. Not just dirt and weeds but overgrown and trashed yards.

Plans to ask Jim Martin about what can be done about vacated properties and abandoned buildings during public works.

ORDINANCE NO. 1568

AN ORDINANCE REPEALING ORDINANCE NO. 115 OF THE CITY OF CLARKSTON AS CODIFIED AT CHAPTER 6.12 OF THE CLARKSTON MUNICIPAL CODE, WHICH PROHIBITS FOWL RUNNING AT LARGE.

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

SECTION 1.0,

Repealer

The following is hereby repealed:

Ordinance No. 115, enacted on April 8, 1913 as codified at Chapter 6.12 of the Clarkston Municipal Code, which prohibits fowl running at large is hereby repealed.

SECTION 2.0

Savings Clause.

Ordinance No. 115, which is being repealed by this ordinance, shall remain in full force and effect until the effective date of this ordinance.

SECTION 3.0

Severability

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

SECTION 4.0

Effective Date.

The effective date of this ordinance shall be five days after signing and publication..

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

Approved:

Monika Lawrence, Mayor

Approved as to Form:

Todd Richardson, City Attorney

Attest:

Vickie Storey, City Clerk

Date of Publication: _____

ORDINANCE NO. 1569

AN ORDINANCE AMENDING CERTAIN SECTIONS OF CHAPTER 10.54 OF THE CLARKSTON MUNICIPAL CODE, WHICH ESTABLISHES REGULATIONS FOR KEEPING AND CONTROL OF ANIMALS

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

SECTION 1.0

Clarkston Municipal Code Chapter 10.54 is hereby amended as follows:

10.54.010 Keeping animals

~~It is unlawful to keep or maintain any livestock, horses, mules, cattle, sheep, goats, fowl, rabbits, pigs, chickens, ducks, or geese, within the corporate limits of the city.~~

It is unlawful to keep or maintain any livestock, horses, mules, cattle, sheep, goats, rabbits, pigs, ducks or geese within the corporate limits of the city.

10.54.020 Animal enclosures.

~~The erection, construction or maintenance of any barn, building, chicken house, hutch and/or the erection or construction and maintenance of any enclosure designed or intended for the keep of any animal or fowl prohibited in CMC 10.54.010 is expressly prohibited.~~

The erection, construction or maintenance of any barn, building, hutch and/or the erection or construction and maintenance of any enclosure designed or intended for the keeping of any animal or fowl prohibited in CMC 10.54.010

10.54.030 Animals at large prohibited.

It is unlawful to allow, permit or fail to prevent any animal as set forth in CMC 10.54.010 to run at or be at large within the corporate limits of the city.

~~10.54.040 Exceptions.~~

~~The area bounded on the south by Poplar Street, on the east by 13th Street and the north and west by the city limits shall be excepted from the general application of this chapter under the terms of this section; that upon the cessation of the current use, or the transfer by sale, gift or other devise of the real property containing activities contrary to this chapter, such property shall be subject to the terms of this chapter and no other activities contrary hereto shall be permitted.~~

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 thirty days after its passage, approval and publication.

PASSED by the City Council of the City of Clarkston, Washington this _____ day of _____, 2016.

Monika Lawrence, Mayor

Attest:

Vickie Storey, City Clerk

Approved as to Form:

Todd Richardson, City Attorney

Date of Publication: _____

ORDINANCE NO. 1570

AN ORDINANCE OF THE CITY OF CLARKSTON, WASHINGTON, ADDING CLARKSTON MUNICIPAL CODE CHAPTER 6.26, WHICH ESTABLISHES REGULATIONS FOR THE KEEPING OF CHICKENS WITHIN THE CITY LIMITS.

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

Section 1.0

Sections:

6.26.010	Purpose
6.26.020	Location
6.26.030	General Requirements
6.26.040	Chicken Permit
6.26.050	Remedies
6.26.060	Violation - Penalty

6.26.010 Purpose:

The intent of this section is to authorize and establish standards for keeping domesticated chickens on a non-commercial basis and in a manner which will not endanger the health, peace, and safety of the citizens of the city and which will assure that chicken coops/runs are appropriately placed, maintained and managed. This section is enacted for the welfare of the public as a whole and not for any specific individual, group or class.

6.26.020: Location:

No more than four (4) hens may be kept per single-family residential lot containing a maximum of one (1) residence and are restricted to the sideyard or backyard area of the lot.

6.26.030: General Requirements:

- (1) Only the female gender (hen) of the species *G. gallus domesticus* will be allowed within the city limits. No males (roosters) are allowed.
- (2) The maximum number of chickens allowed for any household is four (4).
- (3) The primary flight feathers on the wings must be clipped to prevent flight.
- (4) A coop is required to house the chickens. The coop must allow for three (3) square feet per chicken with a minimum of 18" of overhead space per level of the coop.
- (5) An area outside of the coop must be provided as a run. The area requires a minimum of nine (9) square feet per chicken. The coop and run must be fully contained within the property.
- (6) The chicken enclosure must be six (6) feet in height or be fully enclosed so as to prevent the chickens from escaping.
- (7) Chickens may not be allowed to run at-large and shall be contained upon the owner's property at all times.

- (8) Any coop or run or chicken tractor must be three (3) feet from any property line and ten (10) feet from any existing neighboring residence, including any attached garage, patio, gazebo, swimming pool or hot tub.
- (9) Coops and runs and chicken tractors must be constructed and located so as not to allow stormwater or other drainage onto neighboring property, including public rights-of-way and drainage ways.
- (10) The chicken coop, pen and surrounding area shall be kept clean, dry and odor-free. All uneaten feed shall be removed in a timely manner. Chicken manure shall be managed so as not to create a nuisance or be in violation of Chapter 10.56 CMC as currently enacted or hereinafter amended.

6.26.040 Chicken Permit:

- (1) A one-time permit to keep up to four (4) chickens per single-family residential lot shall be obtained by the owner
- (2) Fee: The permit fee shall be \$25.00.
- (3) The permit shall be issued by the Office of the City Clerk.
- (4) Contents of Permit. The Permit shall contain the following information:
 - a) Date of issuance
 - b) Permit number
 - c) The name, address and telephone number of the owner of the chickens.
- (5) The permit is not transferable from one chicken owner to another.

6.26.050 Remedies:

Property used in violation of the provisions in this ordinance shall constitute a nuisance, and the city may, in addition to or as an alternative to other remedies that are legally available for enforcing this title, institute injunction, abatement or other appropriate proceedings to prevent, enjoin temporarily or permanently, abate or remove the unlawful situation.

6.26.060 Penalty:

A violation of this title shall be considered a misdemeanor. Each day that the violation continues, the violation shall be considered a separate offense. Upon conviction of a violation in any provision of this title, the defendant shall be punished by a fine of not to exceed \$1,000.00 or imprisonment not to exceed 90 days, or by both such fine and imprisonment.

Section 3.0

Severability:

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

Section 4.0

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 5.0

Effective Date:

This ordinance shall take effect thirty days after its passage, approval and publication, as provided by law.

PASSED by the City Council of the City of Clarkston this _____ day of _____, 2016.

APPROVED:

Monika Lawrence, Mayor

ATTEST:

Vickie Storey, City Clerk

APPROVED AS TO FORM:

Todd Richardson, City Attorney

Passed by the City Council:

Published:

Effective Date:

ORDINANCE NO. 1571

AN ORDINANCE AMENDING CERTAIN SECTIONS OF CHAPTER 10.56 OF THE CLARKSTON MUNICIPAL CODE, WHICH ESTABLISHES REGULATIONS FOR NUISANCES

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

SECTION 1.0

Clarkston Municipal Code Chapter 10.56 is hereby amended to add the following subsection:

10.56.010(14) List of activities and conditions which constitute a nuisance.

The keeping of an animal or animals within the city limits of the City of Clarkston in or under conditions which create offensive odors in the vicinity in which they are kept.

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 thirty days after its passage, approval and publication.

PASSED by the City Council of the City of Clarkston, Washington this _____ day of _____, 2016.

Monika Lawrence, Mayor

Attest:

Vickie Storey, City Clerk

Approved as to Form:

Todd Richardson, City Attorney

Date of Publication: _____

SCHOOL RESOURCE OFFICER AGREEMENT

THIS AGREEMENT made and entered into on July 25, 2016, by and between **CLARKSTON SCHOOL DISTRICT NO. J250-185**, hereinafter referred to as the "School District" and **CLARKSTON POLICE DEPARTMENT**, hereinafter referred to as the "Police Department".

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

ARTICLE I.

School Resource Office Program is hereby established in the Public School System of Clarkston, Washington, from August 1, 2016, to July 31, 2017.

ARTICLE II.

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

A. Sites:

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

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

B. Schedule:

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

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

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

C. Duties of the School Resource Officer:

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

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

ARTICLE III.

A. Duties of the School District.

- 1. The School District shall provide to the full-time SRO the following materials and facilities which are deemed necessary to the performance of the SRO's duties:
 - a. Office space to include a desk and telephone;
 - b. A cell phone to conduct school business;
 - c. A file cabinet which can be properly locked and secured;
 - d. Office supplies as needed to perform SRO's duties;
 - e. Access to a computer for word processing, data collection and e-mail.

ARTICLE IV.

A. Financing of the SRO:

The School District shall pay to the Police Department \$72,545.12 for 180 eight (8) hour days worked between August 1, 2016 and July 31, 2017. This will be paid to the Police Department in eleven (11) monthly payments, the first being paid on October 31, 2016, and the last being paid on September 30, 2017. The Police Department will submit monthly invoices to the School District. Upon receipt of the monthly invoice and the SRO's monthly time sheet, informational logs and any other grant data, payment will be issued. The payment will be pro-rated to the number of eight (8) hour days worked in the month.

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

ARTICLE V.

A. Employment status of the SRO:

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

ARTICLE VI.

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

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

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

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

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

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

B. Good Faith:

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

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

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

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

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

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

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

CLARKSTON SCHOOL DISTRICT CLARKSTON POLICE DEPARTMENT

By: _____
 Superintendent

By: _____
 Mayor

Dated signed: _____

Date signed: _____

CONFLICT COUNSEL PUBLIC DEFENSE CONTRACT

This agreement made in this ____ day of January 2016 between the city of Clarkston, a municipal corporation organized and operating under the state laws of the State of Washington. Hereinafter referred to as "city" and Jane Richards, hereinafter referred to as conflict counsel.

Now therefore, it is agreed as follows;

1. The conflict counsel shall provide legal services for all criminal misdemeanor defendants that cannot be represented by the public defender due to a conflict of interest. Whenever it is determined by the court or by the public defender that there is a conflict of interest and whenever court-appointed representation is required by the Constitution or other laws of the State of Washington of the United States, the conflict counsel shall accept the appointment unless she has a conflict. The conflict counsel's duties shall include but not limited to all aspects of criminal defense including the submission of motions, affidavits, briefs and jury trials where requested.
2. Additional Duties Shall Include Appeals: The conflict counsel shall provide services on appeal before the District Court when ever a person represented by the conflict counsel shall request an appeal from the Municipal Court. The conflict counsel's duties shall not include appeals to the court of appeals except as is required to file and preserve the right to appeal and any help in locating appointed counsel.
3. Expenses: All expenses incurred by the conflict counsel under the terms of this contract, except the cost of expert or other services necessary to an adequate defense shall be the sole responsibility of the conflict counsel, provided however, the conflict counsel shall seek and obtain the approval of the court before incurring an expense for investigative experts or other type of expenses for which additional payment will be requested.
4. Manner of Service: Services provided by the conflict counsel pursuant to this contract shall be performed in a prompt and competent manner in accordance with the rules and decisions of the courts of the State of Washington and the lawyer's code of professional responsibility.

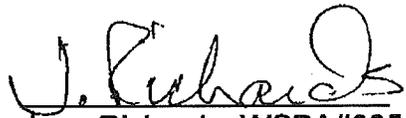
The non-extraordinary services to be provided by the conflict counsel, insofar as is applicable and necessary, shall include counseling, general investigation, preparation for motions in court documents, hearing and trial work, post trial motions, defense presentence reports, and other services as would be normally provided by private counsel.

5. **Performance:** Performance of this contract shall be deemed to have commenced January 1, 2016 and end December 31, 2017. The conflict counsel shall provide services to all qualified applicants or appointments for public defense. It is understood by all parties that the conflict counsel's representation of indigent persons under the terms of this contract includes only representation during the term of the agreement unless this contract is renewed, provided however, the conflict counsel will make a good faith and diligent effort to complete all cases during the contract period.
6. **Compensation:** In consideration of the conflict counsel's performance hereunder the city shall pay the conflict counsel the sum of \$500 per month commencing January 31 and on the 31st date or sooner of each month thereafter throughout the period of this contract.
7. **Termination of Contract:** This contract may be terminated by either party by giving 60 days notice in writing with or without cause.
8. **Determination of Indigence:** For purposes of this contract a person is indigent when a magistrate, District Court Judge or Municipal Court judge has determined, in accordance with applicable law, or court rule that such person is financially unable to obtain the services of an attorney at law. However, any person arrested and held in custody for a crime and who claims to be indigent shall be represented by the conflict counsel until a judge or magistrate has determined that such person is not indigent and permits the conflict counsel to withdraw. The conflict counsel shall provide city law enforcement with her phone number to be provided to persons who are entitled to representation by the conflict counsel. The conflict counsel shall make an inquiry into such person's financial ability to employ private counsel unless such information has already been provided to the court. The conflict counsel shall report to the court any improvement in the person's financial condition which occurs subsequent to the initial appointment of counsel.
9. **Indemnity:** The conflict counsel shall indemnify and hold harmless the city from any and all malpractice claims which may be filed against and she shall at all times carry malpractice insurance and a minimum amount of \$500,000 and the conflict counsel shall provide proof of said insurance to the city.
10. **Private Contractor:** The conflict counsel shall be deemed a private contractor for all purposes.

11. Separate Responsibility: Attorney understands she is contracting to provide conflict indigent defense, and is not entering into any form of a joint venture or partnership but is a separate legal entity.
12. Assignment: Conflict counsel shall not assign or subcontract his or her responsibility for performance of this agreement without the prior written approval of the city.
13. Additional Compensation: Should a case arise which consumes more than 20 hours of work, the conflict counsel shall be compensated at \$60 per hour not to exceed \$1000 in any given case.
14. Expenses in the Event of Change of Venue: In the event of a change of venue, conflict counsel shall be reimbursed for the cost of necessary travel outside of the city, meals and lodging. Such compensation shall be at the current city rates and subject to the same restrictions.

This contract shall be deemed to include all of the terms of this agreement. Any modification shall be made in writing signed by all parties.

Mayor Monika Lawrence


Jane Richards, WSBA#33542

RESOLUTION NO. 2016-06

A RESOLUTION PLACING AN EXCESS PROPERTY TAX LEVY FOR AN AMBULANCE SERVICE OPERATED BY THE CITY OF CLARKSTON, ON THE BALLOT AT A SPECIAL ELECTION TO BE HELD ON NOVEMBER 8, 2016 IN CONJUNCTION WITH THE STATE GENERAL ELECTION TO BE HELD ON THE SAME DATE.

WHEREAS, the City of Clarkston has established and operates an ambulance service providing emergency medical services and ambulance transport to the residents of the City of Clarkston; and

WHEREAS, the City portion of the cost of said Ambulance services for 2017 is anticipated to be \$596,000.00; and

WHEREAS, if the Ambulance is discontinued, the City will be unable to meet its obligations to IAFF #2299, a labor contract; and

WHEREAS, RCW 84.52.052 AUTHORIZES AN EXCESS PROPERTY TAX LEVY TO SUPPORT OBLIGATIONS OF CONTRACT AND FOR OTHER PURPOSES UPON VOTER APPROVAL; and

WHEREAS, the lack of emergency medical services care to the residents of the City of Clarkston constitutes an emergency dealing with health and welfare of the citizens of the City;

NOW, THEREFORE, IT IS HEREBY RESOLVED BY THE CITY COUNCIL OF THE CITY OF CLARKSTON IN REGULAR MEETING ASSEMBLED AS FOLLOWS:

SECTION 1.0

That a special election is to be held in the City of Clarkston, State of Washington, on November 8, 2016, in conjunction with the state general election to be held on the same date. This election is for the purpose of submitting an excess levy proposition as authorized by RCW 84.52.052 in the amount of \$596,000.00 to the electors of said City for their approval or rejection, the proceeds thereof be placed in the Ambulance/EMS Fund of the City to be used for the maintenance and operation of the Ambulance Service.

SECTION 2.0

Proposition: Shall the City of Clarkston, Washington, authorize the County Commissioners of Asotin County to levy in the year 2017 as part of the ad valorem real property taxes to be collected for the City in 2017 the sum of \$596,000.00, which will require a rate of approximately \$1.33 per thousand dollars of assessed valuation of the aforesaid City based upon

the assessment ratio of 100 percent of true and fair value. Said tax levy is to be in addition to the maximum levy provided by law for such City. The proceeds thereof are to be placed in the Ambulance / EMS Fund to be used for the maintenance and operation of the Ambulance / Emergency Medical Services Unit, which shall be submitted to the electors of said City for their approval or rejection in the form of the following ballot title:

**CITY OF CLARKSTON, WASHINGTON
EMERGENCY MEDICAL SERVICES EXCESS
TAX LEVY**

The City Council of the City of Clarkston, Washington, adopted Resolution No. 2016-06 concerning a proposition to finance emergency medical services. This proposition, if approved, would permit maintenance and operation of Ambulance / Emergency Medical Services through the levy of a special excess tax for collection in 2017 of \$596,000.00 requiring approximately \$1.33 per thousand dollars of assessed value (based on 100% of true and fair value). Should this proposition be approved?

LEVY YES

LEVY NO

SECTION 3.0

The Clerk of the aforesaid City is hereby directed to immediately transmit to the Asotin County Auditor a copy of this Resolution duly signed and attested and upon receipt of which the Asotin County Auditor is hereby requested to concur in the finding of an emergency and to take all procedural steps necessary and as are required by law to the end that this proposition shall be submitted to the voters of said City.

DATED this 25th day of July, 2016.

Monika Lawrence, Mayor

Authenticated by:

Vickie Storey, City Clerk