

**CITY OF CLARKSTON
CITY COUNCIL AGENDA
829 5th Street
MONDAY, September 12, 2016**

- 1. CALL TO ORDER: 7:00 P.M.**
- 2. PLEDGE OF ALLEGIANCE:**
- 3. AGENDA CHANGES:**
- 4. APPROVAL OF MINUTES:
August 22, 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 – September 6**
 - C. Public Works – no meeting**
 - D. Administrative/Intergovernmental – September 12**
 - E. Community Development – no meeting**
 - F. Outside Organizations – Health District, EMS Council, Valley Vision, PTBA, SEWEDA, MPO, Regional Stormwater, Lodging Tax Advisory**

- 7. UNFINISHED BUSINESS:**

- 8. NEW BUSINESS:**
 - A. Resolution No. 2016-09, Surplus Printer**
 - B. Resolution No. 2016-10, Surplus Police Vehicles**
 - C. Mutual Aid Agreement, Police, City of Lewiston**
 - D. Mutual & Automatic Aid Agreement, City of Lewiston**

- 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.

CLARKSTON CITY COUNCIL MINUTES
August 22, 2016

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

STAFF:

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

AGENDA CHANGES: Councilmember Beadles added approval to surplus a fire dept. utility truck to New Business.

APPROVAL OF: Minutes of the August 8, 2016, Regular Meeting were approved as presented.

COMMUNICATIONS:

A. From the Public:

Jim Whaley, 1264 12th Street.

Tom Martin, 421 11th Street.

Melyssa Andrews, 721 11th Street.

James Evans, 1115 Highland Ave.

Alan Lutes, 1797 4th Ave.

B. From Mayor:

Mayor Lawrence said that WCIA, our insurer, has mandated that the City develop an employee handbook. The City Clerk is currently working on the policy book, which needs to be in place by late October.

Mayor Lawrence reminded council that the MOU that allows use of Reserves to fill the two vacant firefighter positions expires at 8 a.m. on 8/23.

Mayor Lawrence said she and staff members are working to update the capital facilities plan.

Mayor Lawrence reported that the auditors are basically finished with the audit. They will schedule an exit conference in the near future.

From Staff:

COMMITTEE REPORTS

Finance: Councilmember Murray reported the bills were reviewed and approved for payment. Total expenditures for August 22, 2016 of \$200,395.61. MOTION BY KOLSTAD/PIERCE to approve the bills. Motion carried.

Public Safety: Councilmember Beadles reported on the August 9 meeting. Chief Hastings is developing a door hanger to use for animal control. The police department has initiated the Positive Youth Program. The law enforcement mutual aid agreement with Lewiston is under review.

Committee recommends the City surplus an old utility truck and take sealed bids.

Committee recommends approval of the Traffic Safety Grant.

Committee discussed some pedestrian crossing safety concerns.

Chief Cooper is recruiting for volunteers.

Public Works: Councilmember Pierce reported on the August 16 meeting. The City is soliciting bids for the Sunrise lift station. Bid opening will be on September 13.

Committee discussed recycling and possibly using a consultant for a feasibility and rate study.

PWD Martin is researching whether the city can enforce sidewalk repairs and file liens against the property. Discussed food vending units and itinerant merchants with plans to combine the two uses in the licensing regulations.

Committee is working to revise the noise ordinance in relation to utility work.

Committee is looking at options to improve access from the bike path to the west end of the blue bridge. Committee received advice from WCIA on holding farmer's market at a city park.

Admin Committee: Councilmember Murray reported on the August 22 meeting. Committee discussed the employee handbook that is being developed.

Community Development: Councilmember Campbell reported on the August 16 meeting. Discussed moving the farmer's market to Vernon Park and adding restrooms to the park.

Outside Organizations: Councilmember Beauchamp reported on the Health District meeting. WIC numbers are up a bit.

UNFINISHED BUSINESS:

A. Ordinance No. 1572, Amend CMC 17.100 Shoreline Management Plan – 2nd Reading

Ordinance No. 1572 was read by title. MOTION BY KOLSTAD/BEAUCHAMP to adopt Ordinance No. 1572. Motion carried.

B. Public Safety Committee Report

Councilmember Pierce outlined the options previously agreed upon for staffing and/or operating a fire/EMS department. His report will list pros and cons of each option and known costs or those that can be reasonably approximated. He reminded everyone that the committee was not tasked with negotiating so complete costs or even rough estimates for some services are unknown.

Option 1- 12 Full-time staff – 2016 budget for operating costs is \$1.08 million for fire and d\$1.03 million for EMS. Pros – top option for full coverage and fast response. Cons – Likely unsustainable without significant improvements in financial resources. Adding extra staff has not decreased overtime as expected, but it has increased since 2012. Costs will continue to grow.

Option 2 – 10 Full-time staff. Saves approximately \$100,000 - \$125,000 compared to 12 full-time staff. Pros – 10 man staffing has been used in recent past. Offers some savings to city. Cons – Reduced ability to respond rapidly. Doesn't change the way we do business. Provides some savings that will eventually be used with increased expenses. A temporary fix.

Option 3 - 10 full-time staff with reserves to fill in for 4 person staffing. Saves the City \$75,000 - \$100,000 compared to 12 full-time staff. This is our current situation. Unworkable as a long term solution. Too taxing on our limited reserves.

Option 4 – Obtain ambulance contract from Asotin County and contract for fire services with Asotin County Fire. Asotin County currently pays \$390,000 to Lewiston for ambulance plus any transport fees collected. That amount is unknown. The cost of contracting for fire is unknown. Pros - Using volunteer fire services will offer the largest savings. Servicing the EMS contract will likely allow us to maintain or increase staffing levels. Emergency response will remain outstanding. ACFD has a well-structured and committed group of volunteers. Cons – Least expensive is necessarily the best. Volunteer system will result in longer response times. Requires double mobilization for emergency responders. Could severely damage future relationship with LFD. Reluctant to recommend a course of action that counters recent gains in cooperation.

Option 5 - 2/10 percent sales tax increase. Would raise appx. \$450,000. Would not be dedicated to fire department. Pros - Fairly quick to increase revenue. More than needed, allowing the city to move some expenses from the fire department back into the general fund. Would allow 12 man staffing. Cons - Would cap sales tax and eliminate any possibility to raise revenue in the future. Doesn't change anything. If the system is unsustainable more money won't solve that problem.

Option 6 – Contract EMS and Fire with Lewiston Fire Department. Creates a valley wide EMS service. Costs for EMS service would be similar to what Asotin County pays for EMS, \$400,000 plus transport fees. Cost of fire service is unknown. Pros – Valley wide ALS trauma certification. Good option for providing employment for all current CFD personnel. Could provide a fully staffed department in Clarkston statin backed by LFD. Ideally this would bear little difference to our current situation, but with hopefully, lower cost. Cons – Mostly dealing with personnel contracts and retirement plans. Important to ensure that our personnel find job placement in a new structure. Lateral transfers must be negotiated.

Long time employees would need to have Washington retirement addressed. Cost of fire service could take a long time to negotiate. Disposition of equipment and infrastructure.
Option 7 – Valley wide fire service. Not a realistic option due to make-up of County fire district.

Pierce said the committee would like to have discussion and if the council wants to look at specific options, the committee would like direction.

City Attorney Richardson said this is the time to direct the committee or Chief Cooper to further investigate specific options, but not to make any decisions. He said certain decisions will require further notifications. Pierce said Options 1 and 2 have budget numbers available. He said options 4, 5 and 6 are the other possibly viable options.

Councilmember Beauchamp suggested that Option 6 should be investigated. Councilmember Murray said he would like to see some of the numbers fleshed out. He specifically asked what Lewiston receives in transport fees. Councilmember Campbell said Option 6 and Option 4 seems feasible to investigate further. Richardson suggested that Chief Cooper be directed to work with Lewiston and/or Asotin County to obtain budget information.

Murray asked what is involved in raising sales tax. Clerk Storey explained that council would pass an ordinance imposing the tax. If there is no referendum petition within 30 days, the city would notify Department of Revenue. Timing issues would mean the earliest the City would see revenue would be the end of June. If there is a referendum, an election would be scheduled.

Murray asked about the MOU and whether it could be extended. Pierce said the City could ask the union to extend it. Pierce said he would like to ask the union to extend the MOU. Pierce said it could be a year or more to negotiate agreement once an option is chosen. Pierce said there could be a contingency hire. Chief Cooper suggested asking to extend the MOU for up to six months. It would give the city time to study the options and begin negotiations if a change is desired. MOTION BY PIERCE/CAMPBELL to ask the union to extend the MOU for up to six months. Motion carried.

Council directed Chief Cooper to further investigate Option 4 and Option 6. Mayor Lawrence and Councilmember Pierce will also participate.

Murray asked for an explanation of how it was that adding staff did not reduce overtime. Pierce said that reserves and volunteers are dwindling, so full-time staff is working hours that they are not available for. Murray asked what it would take to have a full-time staff without overtime. Chief Cooper said that he could not hazard a guess.

Councilmember Kolstad commended Councilmember Pierce for his efforts to mitigate the uncertainty for staff during these discussions. He said he thinks there is a solution that can work for all parties. Pierce said he appreciates all the assistance and information he has received from firefighters, other departments, staff and council.

NEW BUSINESS:

A. Resolution No. 2016-08, Surplus Utility Truck

MOTION BY BEADLES/PIERCE to approve Resolution No. 2016-08. Motion carried.

B. Agreement with WA State Traffic Safety Commission, Traffic Emphasis Grant

Chief Hastings said the grant will provide \$3,425 to focus on impaired driving and flexible funding so the department can concentrate efforts in specific problem areas. MOTION BY BEADLES/BEAUCHAMP to authorize the grant application. Motion carried.

COUNCIL COMMENTS:

Councilmember Beadles agreed that there are many properties that are in need of care. Chief Cooper said the fire department works with properties that have weeds over 8 inches tall. He said it is difficult to enforce on properties that are in foreclosure. He said while the ordinance allows the City to clean the property, it is quite expensive. PWD Martin said he invites people to contact him with addresses that need attention. City Attorney Richardson said the City does prosecute, but we try to resolve the cases without going to court.

Councilmember Kolstad commented that the police department has been very responsive when he reports an issue with vehicles.

EXECUTIVE SESSION: Council adjourned to executive session at 8:05 p.m. for union negotiations. Anticipated length is 20 minutes with possible action after the session. Council returned to open session at 8:27 p.m.
No action was taken as a result of the session.

ADJOURNMENT:
Meeting adjourned at 8:27 p.m.

Vickie Storey, City Clerk

Monika Lawrence, Mayor

Total Fund Expenditures, 8/22/16	Ck #62265-67, 62290-62327, Excise7/2016	\$74,590.33
Payroll, 8/15/16	Ck #62268-89	\$125,805.28

Public Safety Committee

September 6, 2016

Attendance: Mayor Lawrence, Chief Hastings, Chief Cooper, Brian Kolstad, Skate Pierce, Dick Jones, Terry Beadles

Chief Hastings recapped the recent events concerning fires in the beach/ bike trail area.

We discussed the use of drones by law enforcement and citizens in our community.

The Chief presented the recent findings of the Washington Supreme Court regarding panhandling. The court finds cities cannot prohibit "begging".

A copy of Police mutual aid with Lewiston was presented. The committee approved this agreement for the agenda to request council action. (Agenda item for Council action).

A list of surplus police department vehicles was presented. These vehicles need disposal. The committee recommends the Chief dispose of these vehicles. (Agenda item for Council action).

The Chief along with Director Martin are investigating traffic safety at 12th and Highland streets.

Chief Cooper discussed the recent fires in the beach/bike trail area.

The Chief presented the Auto-Aid agreement with Lewiston Fire Dept. and Asotin County Fire District. The committee approved this agreement for council action. (Agenda item for Council action).

The firefighter union response to the MOU was discussed.

The Chief presented various data about Fire Department operations.

RESOLUTION NO. 2016-09

**A RESOLUTION DECLARING AN OKIDATA 3410 PRINTER SURPLUS
AND AUTHORIZING DISPOSITION OF SAID PROPERTY.**

WHEREAS, the City of Clarkston is the legal owner of the following property:

Okidata Model 3410 printer Serial #503A032646

WHEREAS, the City Clerk has determined the City no longer uses software that prints to this printer, the printer is 21 years old, and the City has no further need for this printer;

WHEREAS, the City of Chelan does have a need for the printer;

NOW THEREFORE, IT IS HEREBY RESOLVED that the City Council of the City of Clarkston, State of Washington, does hereby declare the listed equipment surplus and authorizes disposal as follows:

The City Clerk is authorized to transfer ownership of the printer to the City of Chelan at no cost to either party.

DATED this 12th day of September, 2016.

Monika Lawrence, Mayor

Vickie Storey, City Clerk

RESOLUTION NO. 2016-10

A RESOLUTION DECLARING CERTAIN VEHICLES SURPLUS AND AUTHORIZING DISPOSITION OF SAID PROPERTY.

WHEREAS, the City of Clarkston is the legal owner of the following property:

2003 Ford Expedition	VIN # 1FMRU15W43LB71265
2004 Chevrolet Impala	VIN # 2G1WF52E449340562
2004 Ford Crown Victoria	VIN # 2FAHP71WX4X155937
2008 Ford Crown Victoria	VIN # 2FAHP71V88X151849
2010 Ford Crown Victoria	VIN # 2FABP7BV0AX133369

WHEREAS, the Chief of Police has determined the City has no further need for these vehicles;

NOW THEREFORE, IT IS HEREBY RESOLVED that the City Council of the City of Clarkston, State of Washington, does hereby declare the listed equipment surplus and authorizes disposal as follows:

The Chief of Police is authorized to trade any or all vehicles to Clarkston Auto Sales in exchange for an undercover vehicle.

Any vehicles not traded may be sold or disposed of at the direction of the Chief of Police.

DATED this 12th day of September 2016.

Monika Lawrence, Mayor

Vickie Storey, City Clerk

**MUTUAL ASSISTANCE COMPACT
BETWEEN THE CITY OF LEWISTON AND THE CITY OF CLARKSTON**

THIS MUTUAL ASSISTANCE COMPACT (“Compact”) is entered into by and between the City of Lewiston, an Idaho municipal corporation, located in Nez Perce County (“Lewiston”), and the City of Clarkston, a Washington municipal corporation, located in Asotin County (“Clarkston”). Lewiston and Clarkston may also individually be referred to as “Party” or collectively as “Parties.”

WHEREAS, each of the Parties has an interest in crime prevention and/or other emergency support;

WHEREAS, each of the Parties owns and maintains equipment and retains peace officers who are trained to provide various levels of service in the prevention, investigation, and/or detection of crimes;

WHEREAS, in the event of an emergency, either Party may require the assistance of the other Party to provide supplemental control and/or other emergency support in the prevention, investigation, and/or detection of crimes;

WHEREAS, each of the Parties may have the necessary equipment and peace officers available to enable it to provide such services to the other Party in the event of an emergency situation;

WHEREAS, the facilities of each Party are located in such a manner as to enable each Party to render mutual assistance to the other; and

WHEREAS, it is not the intent of either Party that this Compact be interpreted to be a joint powers agreement or a creation of any separate legal or administrative entity; instead, this Compact is intended to be an interagency contract for services.

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

1. **AUTHORIZATION:** This Compact is authorized pursuant to Idaho Code §§ 67-2332 and 67-2337 and RCW 39.34.080.

2. **PURPOSE:** The purpose of this Compact shall be to secure timely law enforcement assistance for the Parties.

3. **COMPACT ADMINISTRATORS:** Lewiston's Chief of Police and Clarkston's Chief of Police shall jointly serve as administrators of this Compact.

4. **REQUEST FOR MUTUAL 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 determines it has need for equipment and/or peace officers in excess of that available to the requesting Party.

5. **RESPONSE TO REQUEST FOR MUTUAL ASSISTANCE:** Upon receipt of a request for mutual assistance, the Commanding Officer of the responding Party shall immediately take the following actions:

- A. Determine if the responding Party has equipment and peace officers available to respond to the request of the requesting Party, and determine the type of equipment and number of peace officers available.
- B. Determine what available equipment and peace officers, if any, should be dispatched in accordance with the plans and procedures established by the Parties.
- C. In the event the requested equipment and/or peace officers are available, the Commanding Officer of the responding Party shall dispatch such equipment and peace officers to the scene of the emergency with proper operating instructions.

D. In the event the requested equipment and/or peace officers are not available, then the Commanding Officer of the responding Party shall immediately advise the requesting Party of such fact.

6. **RESPONDING PARTY AUTHORITY:** The responding Party, at its sole discretion, shall have the authority to refuse, restrict, or terminate its involvement, at any time, in an operation pursuant to this Compact, and shall immediately provide notice of such fact to the requesting Party.

7. **STANDARD OF CONDUCT:** Each peace officer providing mutual assistance under this Compact shall maintain the standards of professional conduct required by the peace officer's department policies and procedures. It shall be the sole duty and responsibility of the peace officer's employing department to determine if there has been any breach of professional standards.

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

9. **PROCEDURES:** Custody procedures after arrest shall be governed by the arresting peace officer's department policies and procedures, unless the requesting Party has put in place acceptable arrest procedures to deal with the incident, such as mass arrest procedures.

10. **POST-RESPONSE RESPONSIBILITY:** All equipment and peace officers used pursuant to this Compact shall be returned to the responding Party upon being released by the requesting Party, or upon demand by the responding Party for return of said equipment and peace

officers. Additionally, circumstances surrounding any actual exercise of peace officer authority outside the territorial limits of Lewiston or Clarkston shall be reported, as soon as safety conditions allow, to the requesting Party, and the peace officer shall relinquish authority and control over any event to the requesting Party.

11. **COMPENSATION:** Neither Party shall seek compensation from the other Party for assistance provided under this Compact. Each Party shall at all times be responsible for the payment of wages and other compensation and for carrying workmen's compensation for its own 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.

12. **INSURANCE:** Each Party shall maintain adequate insurance coverage for its own equipment and peace officers at all times when this Compact is in effect.

13. **LIABILITY:**

A. **No Liability for Responding Party.** The original, employing agency shall be responsible for all liability arising from the acts or omissions of its officers, officials, employees, volunteers, and agents participating in this Compact. Further, except as expressly provided herein, no Party shall be liable for failure to comply with any provision of this Compact, nor for any liability arising from providing or refusing to provide mutual assistance under this Compact.

B. **Mutual Releases.** Except as specifically provided herein, each Party hereby forever releases and discharges the other Party, its officers, officials, employees, volunteers, and/or agents from any claim related to this Compact.

- C. **Damage or Destruction to Equipment.** Except as expressly provided herein, the requesting Party shall not be obligated to pay the responding Party for any damage to or destruction of any equipment used for mutual assistance purposes. This provision shall not apply to the extent that it would void applicable property insurance available to provide payment for the damage or loss of such equipment. It is the intent of the Parties that the risk of loss to equipment will be addressed by each Party through the purchase of property insurance as opposed to seeking reimbursement from the other Party.
- D. **Liability to Third Parties.** The term “third party” means any person, firm, or entity other than the Parties hereto. With regard to mutual assistance provided pursuant to this Compact, each Party shall be responsible for all liability arising from and/or related to the acts or omissions of that Party, its officers, officials, employees, volunteers, and agents.
- E. **Mutual Indemnification.** The Parties are governmental entities subject to statutory and constitutional restrictions concerning the acceptance of liability. The Parties’ liabilities are further governed by the Idaho Tort Claims Act and the Washington Tort Claims Act. It is the intention of the Parties that each will be responsible for its own acts and omissions and those of its employees, officers, agents, and contractors.
- F. **Survival.** The provisions of this section shall survive the expiration or termination of this Compact.

14. **PRE-INCIDENT PLANNING:** The Commanding Officers of the Parties may, from time-to-time, meet to establish pre-incident plans that indicate that types of and locations of

potential problem areas where mutual assistance may be needed, the type of equipment that should be dispatched under such circumstances, the number peace officers 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 location. The Parties shall take such steps as are feasible to standardize the equipment and procedures used to provide assistance under this Compact.

15. **TERM AND RENEWAL:** The term of this Compact shall be from the date of last signature on this Compact through September 30, 2017 (“Initial Term”). Thereafter, this Compact shall automatically renew for additional one (1) year terms (each a “Renewal Term”), unless terminated as provided in Section 16. Each Renewal Term shall commence on October 1 and shall terminate on September 30 of the following calendar year.

16. **TERMINATION:** A Party desiring to terminate this Compact shall serve written notice upon the other Party of its intention to terminate this Compact. Such notice shall be served no less than thirty (30) calendar days prior to the termination date set forth in the written notice. The written notice shall automatically terminate this Compact on the date specified therein unless rescinded in writing prior to the stated termination date. Termination of this Compact shall not preclude future mutual assistance compacts between the Parties.

17. **NOTICES:** All notices required to be given pursuant to this Compact shall be in writing and shall be deemed delivered immediately if hand-delivered or forty-eight (48) hours after depositing the same in the U.S. mail, certified or registered, postage prepaid, addressed to the respective addresses set forth below:

Clarkston: Chief of Police
City of Clarkston
830 5th Street
Clarkston, Washington 99403

Lewiston: Chief of Police
City of Lewiston
P.O. Box 617
Lewiston, Idaho 83501

18. **FILING OF COMPACT:** An original of this Compact shall be filed at the administrative offices of each Party. Copies of this Compact shall be filed with Lewiston's City Clerk and Clarkston's City Clerk.

19. **COMPACT NOT EXCLUSIVE:** This Compact is not exclusive as between the Parties. Either Party may, as it deems necessary or expedient, enter into separate mutual assistance compacts with other entities. Entry into such separate compacts shall not change any relationship or covenant herein contained unless the Parties mutually agree in writing, to such change. The Parties shall, upon the request of the other Party, inform such Party of the other mutual assistance compacts entered into and provide copies of said compacts.

20. **STATE NOT LIABLE:** Pursuant to Idaho Code § 67-2337, the State of Idaho and its agencies or departments shall not be liable for the acts of peace officers pursuant to this Compact.

21. **CHOICE OF LAW:** This Compact shall be governed by and interpreted in accordance with the laws of the State of Idaho, with venue for any action brought pursuant to this Compact to be in the Second Judicial District, Nez Perce County, State of Idaho.

22. **SEVERABILITY:** In the event that any provision of this Compact is found for any reason to be unenforceable, the remainder of this Compact shall remain in full force and effect and shall be binding upon the Parties.

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

24. **MODIFICATIONS:** This Compact may be modified or amended only by a writing duly executed by both Parties.

25. **PERFORMANCE/WAIVER:** The failure of a Party hereto to insist upon strict performance or observance of the terms of this Compact shall not be a waiver of any breach of any terms or conditions of this Compact by the other Party.

26. **FORCE MAJEURE:** Neither Party shall be liable for any failure to perform as required by this Compact to the extent that such failure to perform is caused by any reason beyond the Party's control, or by reason of any of the following: labor disturbances or disputes, accidents, failure of any required governmental approval, civil disorders, acts of aggression, acts of God, failure of utilities, mechanical shutdowns, material shortages, disease, or similar occurrences.

27. **SUCCESSORS AND ASSIGNS:** This Compact may not be assigned in whole or in part by either of the Parties hereto without the prior express written consent of the other Party.

28. **THIRD PARTY BENEFICIARIES:** Nothing contained herein shall create any relationship, contractual or otherwise, with, or any rights in favor of, any third party. Nothing contained herein shall extend the liability of either Party beyond that provided by governing law.

29. **ATTORNEY FEES:** In the event a controversy, claim, or action arises between the Parties to this Compact regarding the enforcement of its terms and conditions, or the breach of any of its provisions, the prevailing Party shall be entitled to recover from the other Party all costs and expenses incurred by the prevailing Party, including reasonable attorney fees, regardless of whether such controversy, claim, or action is prosecuted to judgment or appealed.

30. **PUBLIC RECORDS:** The Parties herein understand and acknowledge that this Compact and its attachments are subject to the Idaho Public Records Act, I.C. §§ 74-101, *et seq.*, the Idaho Open Meetings Act, I.C. §§ 74-201, *et seq.*, the Washington Public Records Act, RCW 42.56.010, *et seq.*, the Washington Open Public Meetings Act, RCW 42.30.010, *et seq.*, and other

applicable federal and state laws, and might be public records.

31. **TERMINATION OF PREVIOUS AGREEMENT:** The previous “Mutual Aid Law Enforcement Agreement” entered into between the Parties, which took effect on January 1, 1997, is hereby terminated. The Parties waive the thirty (30) day written notice requirement set forth in such previous Mutual Aid Law Enforcement Agreement.

32. **MERGER AND INTEGRATION:** This writing embodies the whole agreement of the Parties. There are no promises, terms, conditions, or obligations other than those contained in this Compact. All previous and contemporaneous communications, representations, or agreements, either verbal or written, between the Parties are superseded by this Compact.

IN WITNESS WHEREOF, the Parties have executed this Compact on the day and year written below.

DATED this _____ day of _____ 2016.

CITY OF LEWISTON

By: _____
James Kleeburg, Mayor

ATTEST:

Kari J. Ravencroft, City Clerk

CITY OF CLARKSTON

By: _____
Monika Lawrence, Mayor

ATTEST:

Vickie Storey, City Clerk

**MUTUAL AND AUTOMATIC AID AGREEMENT
BETWEEN THE CITY OF LEWISTON, IDAHO AND THE CITY OF CLARKSTON,
WASHINGTON FOR FIRE AND EMERGENCY SUPPORT SERVICES**

THIS MUTUAL AND AUTOMATIC AID AGREEMENT (“Agreement”) is entered into by and between the CITY OF LEWISTON, a municipal corporation of the State of Idaho, located in Nez Perce County (“Lewiston”); and the CITY OF CLARKSTON, a municipal corporation of the State of Washington, located in Asotin County (“Clarkston”). Lewiston and Clarkston may also individually be referred to as “Party” or collectively as “Parties.”

WHEREAS, each Party has an interest in the control of fires, fire protection, emergency medical services, hazardous materials control, and/or other major emergency support;

WHEREAS, each Party 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 other emergency support;

WHEREAS, in the event of a major fire, disaster or other emergency, either Party might need the assistance of the other Party to provide supplemental fire suppression, emergency medical service equipment and personnel, hazardous materials control, and/or other emergency support;

WHEREAS, each Party might have the necessary equipment and personnel available to enable it to provide such services to the other Party in the event of a major fire, disaster, or other emergency;

WHEREAS, the facilities of each Party are located in such a manner as to enable each Party to render mutual assistance to the other;

WHEREAS, each Party has determined that it is in their best interests to set forth guidelines for providing mutual assistance to each other in the case of a major fire, disaster or other emergency;

WHEREAS, each Party has determined that it is in their best interests to set forth guidelines for providing automatic assistance to each other in the event of a working structure fire;

WHEREAS, neither Party asserts, confirms, nor represents it has any certain special expertise or specialized training with regard to the above-referenced services;

WHEREAS, each Party recognizes the importance of following all applicable National Incident Management System (NIMS) and Incident Command System (ICS) guidelines and protocols when responding to incidents; and

WHEREAS, it is not the intent of either Party that this Agreement be interpreted to be a joint powers agreement or a creation of any separate legal or administrative entity; instead, this Agreement is intended to be an interagency contract for services.

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

1. **AUTHORIZATION**: This Agreement is authorized pursuant to Idaho Code § 67-2332 and RCW 39.34.80.

2. **PURPOSE:** The purposes of this Agreement are for the Parties to provide: (a) 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; and (b) automatic assistance to each other in the event of a working structure fire.

3. **REQUESTS FOR MUTUAL 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 MUTUAL ASSISTANCE REQUEST:** Upon receipt of a request, the Commanding Officer of the responding Party shall immediately take the following actions:

- A. Determine if the responding Party has equipment and personnel available to respond to the request of the requesting Party, and determine the type of equipment and number of personnel available.
- B. Determine what available equipment and what available personnel, if any, should be dispatched in accordance with the plans and procedures established by the Parties.
- C. In the event the requested equipment and/or personnel are available, the Commanding Officer of the responding Party shall dispatch such equipment and personnel to the scene of the emergency with proper operating instructions.
- D. 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.

Both Parties shall follow all applicable NIMS and ICS guidelines and protocols when responding to requests for assistance.

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 requesting Party's Incident Commander specifically requests a senior officer of the responding Party to assume command, the requesting Party's Incident Commander 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 (1) operational period but may be extended, if necessary. The duration of the response will depend upon the complexity of the event.

9. **SUMMARY REPORT:** The requesting Party shall complete the National Fire Incident Report and forward a copy of the completed report to the responding Party.

10. **LIABILITY:**

- A. **No Liability for Responding Party.** Except as expressly provided herein, no Party shall be liable for failure to comply with any provision of this Agreement, nor for any liability arising from providing or refusing to provide mutual or automatic assistance under this Agreement.
- B. **Mutual Releases.** Except as specifically provided herein, each Party hereby forever releases and discharges the other Party, its officers, officials, employees, volunteers, and/or agents from any claim related to this Agreement.
- C. **Damage or Destruction to Apparatus or Equipment.** Except as expressly provided herein, the requesting Party shall not be obligated to pay the responding Party for any damage to or destruction of any apparatus or equipment used for mutual or automatic assistance purposes. This provision shall not apply to the extent that it 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 the other Party.

- D. **Liability to Third Parties.** The term "third party" means any person, firm, or entity other than the Parties hereto. With regard to mutual or automatic assistance provided pursuant to this Agreement, each Party shall be responsible for all liability arising from and/or related to the acts or omissions of that Party, its officers, officials, employees, volunteers, and agents.
- E. **Mutual Indemnification.** The Parties are governmental entities subject to statutory and constitutional restrictions concerning the acceptance of liability. The Parties' liabilities are further governed by the Idaho Tort Claims Act and Washington Tort Claims Act. It is the intention of the Parties that each will be responsible for its own acts and omissions and those of its employees, officers, agents, and contractors.
- F. **Survival.** The provisions of this section shall survive the expiration or termination of this Agreement.

11. **POST-RESPONSE RESPONSIBILITY:** All equipment and personnel used pursuant to this Agreement shall be returned to the responding Party upon being released by the requesting Party, or upon demand 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 for its own 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 responding Party for the actual cost of such chemicals. In the event an incident evolves into a State Mobilization funded by the State of Washington or the State of Idaho, the requesting Party shall assist the responding Party in obtaining reimbursement from the requesting Party's State.

Each Party may seek compensation from the other Party only in the following circumstances:

- a. If the requesting Party is requesting emergency medical services, then the responding Party may charge the patient according to the responding Party's current fees. The requesting Party shall pay the responding Party all fees that are not reimbursed by Medicaid, Medicare, private insurance, or private pay.
- b. If the requesting Party is requesting a response to a contracted property, then the requesting Party shall reimburse the responding Party the cost of personnel, including call-back personnel, based on the actual expense of the responding Party, excluding benefits. All equipment and apparatus costs shall be based on the Idaho Fire Service Organization Rate Book in effect at

the time of the response. Due to aerial apparatus not being listed in the Idaho Fire Service Organization Rate Book, the reimbursement rate shall be one-and-a-half (1.5) times the rate of a class 1 structural engine. The time to be reimbursed shall be from the time of call until crews return to duty station and shall be rounded up to the nearest half-hour.

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

14. **PRE-INCIDENT PLANNING:** The Commanding Officers of the Parties may, from time-to-time, meet to establish pre-incident plans that 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 shall take such steps as are feasible to standardize equipment, such as couplings, hose, and apparatus, so that equipment can be fully utilized by both Parties.

15. **TERM AND RENEWAL:** The term of this Agreement shall be from the date of the last signature below through September 30, 2016. This Agreement shall automatically renew on an annual basis, unless terminated in accordance with section 16.

16. **TERMINATION:** 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 the written notice. The written notice shall automatically terminate this Agreement on the date specified therein unless rescinded in writing prior to the stated termination date. Termination of this Agreement shall not preclude future mutual or automatic aid agreements between the Parties.

17. **NOTICES:** All notices required to be given pursuant to this Agreement shall be in writing and shall be deemed delivered immediately if hand-delivered or forty-eight (48) hours after depositing the same in the U.S. mail, certified or registered, postage prepaid, addressed to the respective addresses set forth below:

Lewiston: Fire Chief
City of Lewiston
1245 Idaho Street
Lewiston, Idaho 83501

Clarkston: Fire Chief
City of Clarkston
820 5th Street
Clarkston, Washington 99403

18. **AGREEMENT NOT EXCLUSIVE:** This Agreement is not exclusive as between the Parties. Either Party may, as they deem necessary or expedient, enter into separate mutual or automatic assistance agreements with other entities. Entry into such separate agreements shall not change any relationship or covenant herein contained unless the Parties mutually agree in writing to a change.

19. **SEVERABILITY:** In the event that any provision of this Agreement is found for any reason to be unenforceable, the remainder of this Agreement shall remain in full force and effect and shall be binding upon the Parties.

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

21. **MODIFICATIONS:** This Agreement may be modified or amended only by a writing duly executed by both Parties.

22. **PERFORMANCE/WAIVER:** The failure of a Party hereto to insist upon strict performance or observance of the terms of this Agreement shall not be a waiver of any breach of any terms or conditions of this Agreement by the other Party.

23. **THIRD PARTY BENEFICIARIES:** Nothing contained herein shall create any relationship, contractual or otherwise, with, or any rights in favor of, any third party. Nothing contained herein shall extend the liability of either Party beyond that provided by governing law.

24. **TERMINATION OF PREVIOUS AGREEMENT:** The previous “Mutual Aid Agreement” entered into between the Parties, dated February 23, 2015, is hereby terminated. The Parties waive the thirty (30)-day written notice requirement set forth in such previous Mutual Aid Agreement.

25. **MERGER AND INTEGRATION:** This writing embodies the whole agreement of the Parties. There are no promises, terms, conditions, or obligations other than those contained in this Agreement. All previous and contemporaneous communications, representations, or agreements, either verbal or written, between the Parties are superseded by this Agreement.

IN WITNESS WHEREOF, the Parties have executed this Agreement on the day and year written below.

DATED this _____ day of _____ 2016.

CITY OF LEWISTON

By: _____
James Kleeburg, Mayor

ATTEST:

Kari J. Ravencroft, City Clerk

CITY OF CLARKSTON

By: _____
Monika Lawrence, Mayor

ATTEST:

Vickie Storey, City Clerk