CITY OF CLARKSTON
CITY COUNCIL AGENDA
829 5th Street
MONDAY, JANUARY 12, 2015

1. **CALL TO ORDER:** **7:00 P.M.**
2. **PLEDGE OF ALLEGIANCE:**
3. **AGENDA CHANGES:**
4. **APPROVAL OF MINUTES:**
   December 22, 2014 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 – January 6**
   - C. **Public Works – January 7**
   - D. **Administrative/Intergovernmental – January 12**
   - E. **Community Development – no meeting**

7. **UNFINISHED BUSINESS:**
   - A. **Court Filing Fees (PS)**

8. **NEW BUSINESS:**
   - A. **Committee Assignments**
   - B. **Appoint Mayor Pro Tem**
   - C. **Contract for Tourism Services, Hells Canyon Visitor Bureau**
   - D. **Contract for Tourism Services, Clarkston Rotary Club**
   - E. **Appoint Dick Jones to Public Safety Committee (PS)**
   - F. **Appoint Jim Braddock to Public Works Committee (PW)**
   - G. **Resolution No. 2015-01, Surplus Equipment (PS)**
   - H. **Appoint Jim Braddock to Public Safety Committee (PS)**
   - I. **Interlocal Agreement for Asotin Co. Emergency Communications Advisory Committee (PS)**
   - J. **Authorize Chief Cooper to Negotiate Mutual Aid Agreement with City of Lewiston (PS)**
   - K. **Authorize Letter of Support and Funding for Southway Bridge Resurfacing Application (PW)**

9. **COUNCIL COMMENTS**
10. **MEDIA QUESTIONS**
11. **EXECUTIVE SESSION: Negotiations**
12. **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
December 22, 2014

COUNCIL:

☒	Beadles	☒	Nash
☒	Provost	☒	Baumberger
☒	Kolstad	☒	Blackmon
☒	Manchester		

STAFF:
☒ Chief Hastings ☒ Chief Cooper ☒Clerk Storey ☒ City Attorney Grow ☒ PWD Martin

AGENDA CHANGES:

APPROVAL OF: MOTION BY BEADLES/NASH to approve the minutes of the December 8, 2014, Regular Meeting. Motion carried.

COMMUNICATIONS:

A. From the Public: Brian Shinn, 945 4th Street, reported that the Health District met today but recessed without approving a budget. They will reconvene the meeting on December 30 at 1:45. He also reported that the county attorney has reviewed the dispatch Interlocal agreement and it will come before the commissioners at their next meeting.

B. From Mayor: Mayor Warren referred to a memo she distributed regarding committee assignments. Councilmember Provost questioned her statement that the committee should include in their report which councilmembers attended. He said he doesn't see a need to do that.

C. From Staff: Chief Cooper said that Captain John Weber is retiring from the volunteer force with 25 years of service and Captain Tom White is retiring after 30 years of service.
Clerk Storey reported that we have received the final agreement with the Department of Licensing to impose and collect the $20 car tab fees. The fee will start with renewals that expire on or after April 1, 2015.

COMMITTEE REPORTS:

Finance: Councilmember Provost reported the bills were reviewed and approved for payment. Total expenditures for December 22, 2014 of $208,692.98. MOTION BY PROVOST/BLACKMON to approve the bills. Motion carried.

Public Safety: Committee met December 2. Councilmember Beadles said that Dick Jones has applied to be reappointed the committee as a citizen at large. Chief Cooper discussed the Whitcom contract. Chief Cooper is still working on an agreement with Clearwater Paper. Committee discussed the County's letter regarding District Court fees. He said the committee agrees that an increase is a reasonable request, but would like to propose a tiered fee schedule. Beadles said he met with Commissioner Fuller and had a good discussion regarding court fees. Beadles said that there is apparently about $500,000 in outstanding fines for the City.

Public Works: No meeting. Councilmember Nash said the next meeting will be on January 7 at 3:30.

Admin Committee: Councilmember Manchester said committee met earlier today. Clerk Storey reported on some changes needed in the contract for the public defense contract.

Community Development: No meeting.

UNFINISHED BUSINESS:

A. Ordinance No. 1535, 2014 Budget Amendment – 2nd Reading for Action.

Ordinance No. 1535 was read by title. MOTION BY BEADLES/PROVOST to approve

Ordinance No. 1535. Motion carried; 6-1, Kolstad opposed.

B. Ordinance No. 1536, 2015 Budget – 2nd Reading for Action

Ordinance No. 1536 was read by title. MOTION BY BEADLES/NASH to approve Ordinance No. 1536. Beadles commented that the budget expends about $500,000 more than anticipated revenues and the City will have to address that shortfall. Councilmember Blackmon asked how collecting outstanding fines would impact that. City Attorney Grow commented that many of those fines are uncollectible. Sometimes the cost of incarcerating someone for nonpayment is higher than the fine owed. Motion carried; 6-1, Kolstad opposed.

C. Discussion and Recommendation on District Court Agreement

Councilmember Beadles proposed that Chief Hastings and Attorney Grow proceed with proposing a tiered fee schedule. Grow said he has prepared a draft letter to the County to that effect but he needs to know what fees the council would like to propose. He said there are RCW's that govern how court services can be terminated (at least a year's notice) and provides for arbitration if agreement cannot be reached. Grow said it appears that most contracts in the state provide for a fee of $30 to $40 for infractions and a higher fee for misdemeanor cases. Councilmember Provost said he wants the County to understand that the City is not trying to keep form agreeing to a reasonable increase. The fees have not increased in 20 years, but we want to see a fair fee. Grow said that infractions take very little work, while the misdemeanor cases can take 2 or 3 court appearances. Councilmember Baumberger asked what the average fees seem to be. Hastings said the research his office has done, they have found that infractions average about $30 and criminal cases are $100 or higher. He would be more comfortable if the City Attorney's office did the research and made a recommendation. MOTION BY BAUMBERGER/PROVOST to offer $30 for infractions and $100 for misdemeanors. Beadles said he feels the criminal rates should be higher, closer to $160. Councilmember Kolstad said it sounds like we don't know what we are talking about. Provost asked Kolstad would propose. Grow said the county has proposed a flat fee of $99. Court fees may be recoverable for criminal cases, but not for infractions. Beadles said he would meet with Commissioner Fuller again for more discussion. Motion carried; 6-1, Kolstad opposed. Grow will send the letter to the County.

NEW BUSINESS:

A. Contract for Public Defense, Neil Cox

MOTION BY MANCHESTER/BEADLES to approve the contract with Neil Cox for public defender. Clerk Storey said that this agreement will need to be revised to meet state guidelines for public defenders and a new contract will be brought to council at a later date. Motion carried.

B. Resolution No. 2014-18, Salaries for Non-represented Employees

Resolution No. 2014-18 was read by title. MOTION BY BEADLES/MANCHESTER to approve Resolution No. 2014-18. Councilmember Provost commented that the unions continue to negotiate higher wages and this is necessary to keep pace. Motion carried.

C. Resolution No. 2014-19, 2015 Position Allocation List

Resolution No. 2014-19 was read by title. MOTION BY BEADLES/PROVOST to approve Resolution No. 2014-19. Motion carried.

COUNCIL COMMENTS: Councilmember Nash wished everyone a Merry Christmas. Councilmember Kolstad wished everyone a Happy Hanukah.

Councilmember Provost asked Chief Cooper to express the council's appreciation to the retiring volunteers for their years of service. MOTION BY BEADLES/BLACKMON to send certificates of appreciation. Motion carried.

Councilmember Beadles commented that we have a lot to be thankful for.

MEDIA QUESTIONS:

EXECUTIVE SESSION: Council went into Executive Session at 7:36 p.m. to discuss negotiations and litigation. Anticipated length of session is 30 minutes. No action will be taken as a result. Council returned to open session at 8:06.

ADJOURNMENT:

Meeting adjourned at 8:06 p.m.

Vickie Storey, City Clerk

Kathleen A. Warren, Mayor

Total Fund Expenditures, 12/22/14	Ck #58072,73, 58095-155	$79,088.11
Total Fund Expenditures,		
Payroll, 12/15/14	Ck #58074-58094	$129,604.87

DRAFT

Public Safety Committee

January 6, 2015

Attendance: Chief Hastings, Chief Cooper, Bill Provost, Dick Jones, & Terry Beadles

Chief Hastings discussed upcoming cooperative plans with the Asotin County Sheriff. Clarkston Police Officers will be deputized by Sheriff Hilderbrand. Training will be combined with Asotin County Sheriff's Department and Clarkston Police Department. Other cooperative opportunities will be reviewed.

We recommend that Dick Jones and Jim Braddock be appointed to the Public Safety Committee. (Agenda item for council action).

The fire station has recently received new appliances through a donation. We recommend that the old appliances be donated to the local Habitat store. (Agenda item for council action).

Chief Cooper has received a draft copy of the purposed mutual aid agreement with the City of Lewiston. We recommend that Chief Cooper be authorized to negotiate an agreement with the City of Lewiston for mutual aid. (Agenda item for council action).

A copy of Asotin County Resolution No. 14-57 was presented. This Resolution is an interlocal agreement covering the Advisory Committee for dispatch services. (Agenda item for council action).

The Clearwater Paper Agreement for fire services is in process. The use of the retired fire engine is in process, also.

The Fire Department will be testing for volunteers.

PUBLIC WORKS COMMITTEE
JAN 7, 2015

AGENDA 1) S.W. BRIDGE FUNDING APPLICATION
KELLER SEEKING $2.97 MIL. FOR LEGNSTONE.
(RESURFACING)
MATCH 7.34% = $218,512.00 OR $54,628.00 PER JURISDICTION
SUPPORT LETTER WRITTEN & READY

2) BRIDGE ST. REPAIR 10th & 11th BY PUD ON OUR SEWER

3) WALGREENS SIDEWALK, C&G WORK STARTING MONDAY

4) 13th ST. PROJ. (CONC.) WORK MAY START BEFORE END OF MO
WILL WANT TO SPEND SOME S.WATER RESERVES FOR
SWALE 13th & POPLAR

AGENDA 5) JIM BRADDOCK CITIZEN AT LARGE POSITION P&C

6) ROTARY SHELTER / BEACHVIEW PARK REPLACEMENT
FUNDING PRESENTATION JAN 20th

7) SEEKING STAFF INPUT ON NEW GARBAGE SERVICE

Effects of increase to court filing fees

2012					City's proposal 12/22/14			Current offer	
					2012				
# of citations	1,019	$ 40,770		Infractions	390	$30	$11,700	$30	$11,700
@ $99		$ 100,881		Criminal	650	$100	$65,000	$135	$87,750
Increase (impact to budget)		$ 60,111					$76,700		$99,450
Revenue from fines		$ 116,378							
Profit or loss			**$ 15,497**						

2013									
# of citations	753	$ 30,120		Infractions	254	$30	$7,620	$30	$7,620
@ $99		$ 74,547		Criminal	527	$100	$52,700	$135	$71,145
Increase (impact to budget)		$ 44,427					$60,320		$78,765
Revenue from fines		$ 105,819							
Profit or loss			**$ 31,272**						

2014									
# of citations	395	$ 15,800		Infractions	190	$30	$5,700	$30	$5,700
@ $99		$ 39,105		Criminal	357	$100	$35,700	$135	$48,195
Increase (impact to budget)		$ 23,305					$41,400		$53,895
Revenue from fines		$ 50,997							
Profit or loss			**$ 11,892**						

CITY OF CLARKSTON MAYOR & COUNCIL

Scheduled Regular Meetings of the City Council
2nd & 4th Mondays - 7:00 p.m. Clarkston City Hall Council Chambers

COUNCIL COMMITTEES

Meetings are held at Clarkston City Hall

FINANCE COMMITTEE
6:00 p.m. - 2nd & 4th Mon.
Bill Provost, Chair
Clee Manchester
Kelly Blackmon

PUBLIC WORKS
3:30 p.m. – 1st & 3rd Wed.
George Nash, Chair
Brian Kolstad
Larry Baumberger

PUBLIC SAFETY
4:00 p.m. – 1st & 3rd Tue.
Terry Beadles, Chair
Larry Baumberger
Bill Provost

COMMUNITY DEVELOPMENT
2:00 p.m. - 1st & 3rd Tue.
Terry Beadles, Chair
Brian Kolstad
George Nash

ADMIN/INTERGOV
1:30 p.m. – 2nd & 4th Mon
Clee Manchester, Chair
Bill Provost
George Nash

COUNCIL REPRESENTATIVES TO OUTSIDE ORGANIZATIONS

Asotin County LEOFF Disability Board	George Nash
Airport Commission	Tim Lynch
Health District	George Nash, Kathleen Warren
Tourism Committee	Kathleen Warren
Lodging Tax Advisory, County	Terry Beadles
Lodging Tax Advisory, City	Terry Beadles
EMS Council	Brian Kolstad
Valley Vision	Brian Kolstad
PTBA	Larry Baumberger
SouthEast WA Economic Development	Kristin Kemak
MPO	Kathleen Warren
Volunteer Firefighter Board	Kelly Blackmon
Hells Canyon Visitor Bureau	Terry Beadles
Stormwater	George Nash

Revised: 5/20/14

CONTRACT FOR TOURISM SERVICES

THIS AGREEMENT entered into between the City of Clarkston, a municipal corporation in the State of Washington, hereinafter referred to as "City" and the Hells Canyon Visitor Bureau, a Washington nonprofit corporation, hereinafter referred to as "HCVB".

WHEREAS, the City is desirous of advertising, publicizing, or otherwise distributing information for the purpose of attracting visitors and encouraging tourist expansion, and

WHEREAS, HCVB has the ability to furnish those services on behalf of the City,

NOW, THEREFORE, in consideration of the terms and conditions contained herein, the parties agree as follows:

I

That HCVB will provide the above-referenced services on behalf of the City during the year 2015.

II

That HCVB will hold the City of Clarkston harmless from any and all liability that may be incurred as a result of providing such services.

III

That in consideration of the performance of this contract, the City shall pay to HCVB a maximum of $85,000.00 to be used only for the above-referenced specific services, such funds derived from the special excise tax imposed under RCW 67.28, which outlines the limitations on the use of such funds. Payment to HCVB will be made on a reimbursement basis. HCVB shall provide copies of paid invoices to substantiate billings to the City of Clarkston.

IV

That the duration of this contract shall begin January 1, 2015 and run through December 31, 2015.

V

That HCVB shall make available to the City or its duly authorized representatives, at any time during business hours, all records, books and/or pertinent information which HCVB shall keep in conjunction with this contract in performance of the services required under this contract. Such records shall clearly identify which expenditures were paid for from funds received from the City in accordance with this contract.

VI

That HCVB shall provide information necessary to meet all reporting required as adopted by the Joint Legislative Audit and Review Committee (JLARC).

DATED this _____ day of January 2015.

CITY OF CLARKSTON	HELLS CANYON VISITOR BUREAU
_____	_____
Kathleen A. Warren, Mayor	Michelle Peters, Executive Director

CONTRACT FOR TOURISM SERVICES

THIS AGREEMENT entered into between the City of Clarkston, a municipal corporation in the State of Washington, hereinafter referred to as "City" and the Clarkston Rotary Club, a Washington nonprofit organization, hereinafter referred to as "Rotary".

WHEREAS, the City is desirous of supporting, through advertising and promotion, a bike riding event that anticipates attracting riders from over 50 miles away as outlined in their 2015 funding application; and

WHEREAS, Rotary has the ability to furnish those services on behalf of the City,

NOW, THEREFORE, in consideration of the terms and conditions contained herein, the parties agree as follows:

I

That Rotary will provide the above-referenced services on behalf of the City during the year 2015.

II

That Rotary will hold the City of Clarkston harmless from any and all liability that may be incurred as a result of providing such services.

III

That in consideration of the performance of this contract, the City shall pay to Rotary a maximum of $3,890.00 to be used only for the above-referenced specific services, such funds derived from the special excise tax imposed under RCW 67.28, which outlines the limitations on the use of such funds. Payment to Rotary will be made on a reimbursement basis. Rotary shall provide copies of paid invoices to substantiate billings to the City of Clarkston.

IV

That the duration of this contract shall begin January 1, 2015 and run through December 31, 2015.

V

That Rotary shall make available to the City or its duly authorized representatives, at any time during business hours, all records, books and/or pertinent information which Rotary shall keep in conjunction with this contract in performance of the services required under this contract. Such records shall clearly identify which expenditures were paid for from funds received from the City in accordance with this contract.

VI

That Rotary shall provide information necessary to meet all reporting required as adopted by the Joint Legislative Audit and Review Committee (JLARC).

DATED this _____ day of January 2015.

CITY OF CLARKSTON	CLARKSTON ROTARY CLUB
_____	_____
Kathleen A. Warren, Mayor	Michelle Bly, President

COMMITTEE APPLICATION FOR

CITIZENS AT-LARGE

Name Dick Jones

Home Phone 509-758-5224 Message Phone

Address 1944 Crestview Ct

City Clarkston State Wash Zip 99403

Are you over 18 year of age? X Yes No

Committee Applying for: Public Safety committee

Why do you want to serve on this committee? I HAVE Serve on this committee for the LAST three Year and have enjoyed in advisedly the committee on emergency service activities

List special skills, interests or knowledge that you would bring to the committee:

I have 40 years of experience in emergency activities

Most committee meetings take place during normal work hours. Are you available to attend this committee's regular meetings? X Yes No

COMMITTEE APPLICATION FOR

CITIZENS AT-LARGE

Name James G. Braddock

Home Phone 758-3593 Message Phone Same

Address 541 8th Street

City Clarkston State WA. Zip 99403

Are you over 18 year of age? X Yes _____ No

Committee Applying for: Public Works

Why do you want to serve on this committee? Most people in the City Gov. know me - you know I want to be involved - you know I love the City of Clarkston - Public Works deals with the maintenance - development and growth of City services -

List special skills, interests or knowledge that you would bring to the committee:

Retired General Contractor - 30+ years - Retired Building Insp - City of Clarkston 6+ years BA - Philosophy - Associate Drafting/Design

Most committee meetings take place during normal work hours. Are you available to attend this committee's regular meetings? X Yes _____ No

RESOLUTION NO. 2015-01

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

WHEREAS, the Clarkston Fire Department has received new kitchen appliances; and

WHEREAS, the range, refrigerator and microwave being replaced are not needed for any other purpose in the City; and

WHEREAS, the City Council would prefer to see these items salvaged or recycled;

NOW THEREFORE, IT IS HEREBY RESOLVED by the City Council of the City of Clarkston, State of Washington, that the range, refrigerator and microwave removed from the Fire Department are authorized to be donated to charity or a non-profit organization such as Habitat for Humanity as determined by the Fire Chief.

DATED this 12th day of January, 2015.

_____
Kathleen A. Warren, Mayor

_____
Vickie Storey, City Clerk

COMMITTEE APPLICATION FOR

CITIZENS AT-LARGE

Name JAMES G. BRADDOCK - (JIM)

Home Phone 758-3593 Message Phone _____

Address 541 8TH STREET

City CLARKSTON State WA Zip 99403

Are you over 18 year of age? X Yes _____ No

Committee Applying for: PUBLIC SAFETY

Why do you want to serve on this committee? TO BETTER UNDERSTAND THE "WORKINGS" OF THE CITY.

List special skills, interests or knowledge that you would bring to the committee: LOTS - INTERVIEW UPON REQUEST -

Most committee meetings take place during normal work hours. Are you available to attend this committee's regular meetings? X Yes _____ No

BRIAN SHINN
COMMISSIONER, FIRST DISTRICT

JIM JEFFORDS
COMMISSIONER, THIRD DISTRICT

ASOTIN COUNTY
STATE CORNERSTONE

JIM FULLER
COMMISSIONER, SECOND DISTRICT

VIVIAN BLY
CLERK OF THE BOARD/BENEFITS

P.O. BOX 250
ASOTIN, WASHINGTON 99402-0250
PHONE (509) 243-2060
FAX (509) 243-2005

December 29, 2014

Kathleen Warren, Mayor
City of Clarkston
829 5th Street
Clarkston WA 99403

re: County Resolution No. 14-57

Dear Mayor Warren:

Please find enclosed one (1) original signed County Resolution No. 14-57 regarding Entering Into Interlocal Agreement for Maintaining Highest Performance of Joint Dispatch Needs for Asotin County, Asotin Fire District #1, City of Asotin and City of Clarkston. We have incorporated the comments/concerns of the Advisory Committee.

We are requesting you sign the original County Resolution and return to the Asotin County Board of Commissioners as soon as possible. We have also forwarded one original to the City of Asotin and Fire District #1 for signature. Once we have received all original signed resolutions back we will comply the signature pages and return a copy of the fully signed resolution to you for your records.

Thanking you in advance for moving this along as quickly as possible. Should you have any questions, please do not hesitate to contact me.

Sincerely,

Jim Fuller

Jim Fuller, Chairman
Asotin County Board of Commissioners

C:\VIV\BOCC\2014\County Res 14-57 for signatures.wpd

RESOLUTION 14- 57

ENTERING INTO INTERLOCAL AGREEMENT FOR MAINTAINING HIGHEST PERFORMANCE OF JOINT DISPATCH NEEDS FOR ASOTIN COUNTY, ASOTIN FIRE DISTRICT #1, CITY OF ASOTIN & CITY OF CLARKSTON

WHEREAS: Since 1983 the City of Clarkston and the County of Asotin have shared the duties, expenses and responsibilities for dispatch and jail administration;

WHEREAS: The previous agreement, provided for a "users group" in order to advise on polices that would provide complete and competent dispatch and jail services to the County and City;

WHEREAS: A funding stream for dispatcher costs was created by an excise tax on communication devices such as telephones, cellular phones and voice over protocol devices. To maximize the funds, the County agreed to enter into a Regional Dispatch Agreement, transferring dispatch duties to WHITCOM, a cooperative of cities and counties contingent to Asotin County;

WHEREAS: The parties agree it is in the interests of public safety and welfare to maintain the highest quality of service, provide complete and competent dispatch services, and this is best accomplished by regular open communication and cooperation between the entities served by WHITCOM;

THEREFORE BE IT RESOLVED:

PURPOSE

The purpose of this agreement is to reformulate the user group from the 1983 agreement and amend any portions of that agreement by this document to facilitate regular open communication and cooperation between the entities served by WHITCOM. The user group will from now on be known as Asotin County Emergency Communications Advisory Committee (Advisory Committee) comprised of members who regularly use the system to meet and advise their elected officials of practical problems with services provided by Whitcom.

The scope and charges of the Advisory Committee are: (including but not limited to the following)

A. Advise the jurisdictions who jointly formed the advisory committee on all aspects of the creation and maintenance of an Asotin County Communications plan for emergency services (law enforcement, fire and ambulance agencies provided by the jurisdictions who created this advisory committee).

B. Oversee the Asotin County Communication plan.

C. Make recommendations to the various jurisdictions within Asotin County whose emergency responders rely upon communication systems described and included in the Asotin County Communications plan for the funding of the of the plan.

D. Make recommendations to the various jurisdictions within Asotin County on maintenance and repair of infrastructure necessary for emergency responder radio communication and payment of related costs.

MEMBERSHIP

The Executive body of each member jurisdiction will appoint the delegate to the Advisory Committee by any procedure the jurisdiction deems sufficient.

DURATION

The duration of this interlocal agreement will renew annually.

JOINT OR COOPERATIVE UNDERTAKING

This agreement does not establish a joint or cooperative undertaking. The Agreement, has no funds that can be expended, no budget adopted, no property acquired as a result of this agreement.

ADMINISTRATION

This agreement will be administered by the Advisory Committee consisting of a representative from the Asotin County Sheriff's Office, the Asotin County Fire District #1, the City of Asotin Fire Department, the City of Asotin Police Department, the Clarkston Police Department, the Clarkston Fire Department, the Asotin County E-911 Coordinator, and Asotin County Emergency Management. Membership on the Advisory Group is dependent on use of WHITCOM. Other entities who wish to use the Whitcom system will apply to the County to use the system and become a member of the Advisory Committee, so long as the entity agrees to be bound by this agreement and any changes that may be made later.

The Committee will be advisory only, and the Advisory Committee shall have no official authority to take action for any entity. To facilitate open communication the County will keep member jurisdictions fully apprised of the proposed contract; give each entity an opportunity to request the county offer consideration of content (articles of performance) offered by the advisory group for the WHITCOM contract; give each entity an opportunity to review drafts exchanged between WHITCOM and Asotin County in such a manner that member jurisdiction's attorney client privileges are not compromised; allow the advisory group timely input to the Asotin County negotiator(s) of this contract.

The parties acknowledge the state E-911 office drafts and reviews agreements, and the County has no ability to require the contracts be provided by a date certain or to extend the time provided for review and little ability to change terms.

FURTHER BE IT RESOLVED:

To ensure entities have opportunities to discuss WHITCOM services,

The advisory group will be given notice of the E911 Coordinator's quarterly appearances before the Asotin County Board of Commissioners;

The advisory group will be simultaneously provided copies of any E-911 coordinator reports required by the Board or provided by the County E-911 coordinator to the County Commissioners, that are subject to public disclosure, to any member of the advisory group that notifies the County Commissioners and the E-911 coordinator in writing of their request to receive the reports.

Unless otherwise requested, the method of delivery shall be e-mail.

The advisory board will be able to request a meeting with the Coordinator on the days the Coordinator makes quarterly reports to the Board provided the request comes at least one week prior to the quarterly report date. The meeting shall be open to the public.

AMENDMENTS

Amendments may be proposed by any executive board or commission of a member jurisdiction. If a consensus cannot be reached, by the elected officials, mediation may be utilized.

This resolution will take effect for each user upon signature and filing on their web-site or with the County Auditor.

The provisions of this Resolution are severable, and if any portion is found to be unenforceable, the remainder of the Resolution shall not be affected.

Adopted by Board of Commissioners, Asotin County	Attest:
Jim Fuller, Chairman	Vivian Bly, Clerk of the Board Date:
Jim Jeffords, Vice Chair	Approved as to Form:
Brian Shinn, Member	Benjamin C. Nichols, Prosecuting Attorney by: Jane Bremner Risley, Chief Deputy Prosecuting Attorney

City of Clarkston

Kathleen Warren, Mayor

Attest:

Vickie Storey, City Clerk

Date: _____

Approved as to Form:

Todd Richardson, City Attorney

City of Asotin

_____
Vickki Bonfield, Mayor

_____
Tiffany Rogers, City Clerk

Date: _____

Approved as to Form:

_____
Jane Richards, City Attorney

Asotin County Fire District #1

_____
Chair

_____
Member

_____
Member

DRAFT

DRAFT

MUTUAL AID AGREEMENT

THIS AGREEMENT made and entered into this _____ day of _____ 2014, by and between the CITY OF CLARKSTON (hereafter, DISTRICT) a municipal corporation of the State of Washington, located in Asotin County, and the CITY OF LEWISTON (hereafter, CITY), an Idaho municipal corporation.

PRELIMINARY MATTERS

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

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

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

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

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

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

Each of the parties agree as follows:

AGREEMENT

1) **AUTHORIZATION:** This Agreement is authorized under RCW 52.08.030 and RCW 39.34; and Idaho Code Section 67-2326, *et seq.*

2) **PURPOSE:** The stated purpose of this Agreement is for the parties to provide mutual assistance to each other for the control of fire, fire prevention, emergency medical services, hazardous materials control, and/or other emergency support in the event of a major fire, disaster, or other emergency.

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

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

- Determine if the Responding Party has equipment and personnel available to respond to the Requesting Party and determine the type of the equipment and number of personnel available.

- Determine what available equipment and what available personnel should be dispatched in accordance with the plans and procedures established by the parties.

- In the event the requested equipment and/or personnel are available, then the Commanding Officer of the Responding Party shall dispatch such equipment and personnel to the scene of the emergency with proper operating instructions.

- In the event the requested equipment and/or personnel are not available, then the Commanding Officer of the Responding Party shall immediately advise the Requesting Party of such fact.

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

6) **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.

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

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

9) **LIABILITY:** The party responsible for making discretionary command decisions shall assume liability for and hold the other party harmless for all liabilities which arise out of, or are directly attributable to discretionary command decisions made by that party's personnel., EXCEPT each party agrees to assume responsibility for any liability arising out of the negligent actions of its personnel in the implementation of such discretionary command decisions, or any other actions done pursuant to this Agreement, and to hold the other party safe and harmless.

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

11) **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 its employees. Each party shall be responsible for its own equipment and shall bear the risk of loss therefore, whether or not said equipment is being used within the area of primary responsibility of that party. However, if fire suppression chemicals are utilized by the Responding Party, the Requesting Party shall compensate the other party for the actual cost of such chemicals. In the event the incident evolves into a State Mobilization funded by the either the State of Washington or the State of Idaho, the Requesting Party will assist the Responding Party in obtaining re-imbursement from the Requesting Party's State.

Exceptions include, if Requesting Party is requesting emergency medical services, the Responding Party will be allowed to charge the patient according to the Responding Parties current fees. All fees not reimbursed by Medicaid, Medicare, or private insurance will be paid by the Requesting Party.

If Requesting Party is requesting a response to a contracted property, the Responding Party will be reimbursed the cost of personnel, including call back personnel and all equipment cost will be based on the Idaho Fire Service Organization Rate Book in effect at the time of the response. The time to be reimbursed is from the time of call until crews return to duty station and will be rounded up to the nearest ½ hour.

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

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

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

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

- Termination of this agreement shall not preclude future mutual aid agreements between the parties.

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

CITY OF CLARKSTON

_____
, Mayor

ATTEST:

_____
, Clerk

CITY OF LEWISTON, IDAHO

_____
Jim Kleeburg, Mayor

ATTEST:

_____
Kari J. Ravencroft, City Clerk

City of Clarkston

City Hall: (509) 758-5541 • Police: (509) 758-1680 • Fire: (509) 758-8681 • Fax: (509) 769-6018

829 5th Street • Clarkston, WA 99403 • www.clarkston-wa.com

Jan. 7, 2015

Chris Davies, P.E.
Public Works Director
City of Lewiston
P.O. Box 617
Lewiston, ID 83501

RE: Support for Southway Bridge Rehabilitation

Dear Mr. Davies,

The City of Clarkston is aware that the City of Lewiston is currently applying to LHTAC for bridge funding for much needed repairs to the Southway Bridge. This bridge is an integral connector between Lewiston/Nez Perce County and Clarkston/Asotin County, and thousands of commuters use it daily to travel to work and go through their daily routines.

We are willing to participate with the City of Lewiston, Asotin County, and Nez Perce County to help provide up to a fourth of the 7.34% local match for this project.

Sincerely,

Kathleen A. Warren, Mayor

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TREE CITY USA.