

**CITY OF CLARKSTON
CITY COUNCIL AGENDA
829 5th Street
MONDAY, DECEMBER 9, 2019**

- 1. CALL TO ORDER: 7:00 P.M.**
- 2. PLEDGE OF ALLEGIANCE:**
- 3. AGENDA CHANGES:**
- 4. APPROVAL OF MINUTES: November 21, 2019 Budget Workshop, November 25, 2019 Regular Meeting**

- 5. COMMUNICATIONS:**
 - A. From the Public:**
 - B. From the Mayor:**
 - C. From Staff or Employees:**

- 6. COMMITTEE REPORTS:**
 - A. Finance/Admin – Audit Report on Current Bills – December 9**
 - B. Public Safety – December 2**
 - C. Public Works – December 3**
 - D. Outside Organizations – Health District, EMS Council, Valley Vision, PTBA, SEWEDA, MPO, Regional Stormwater, Lodging Tax Advisory**

- 7. UNFINISHED BUSINESS: None**

- 8. CONSENT AGENDA:**
 - A. Retainer for City Attorney Services (Finance/Admin)**
 - B. Contract for Indigent Defense Services (Finance/Admin)**
 - C. Contract for Professional Services – The Wesley Group (Finance/Admin)**
 - D. Agreement for Janitorial Service (Finance/Admin)**
 - E. Resolution 2019-22, 2020 Position Allocation List (Finance/Admin)**

- 9. NEW BUSINESS:**
 - A. Ordinance 1636, 2019 Budget Amendment, 1st Reading (Finance/Admin)**
 - B. Ordinance 1637, Amend 2.24 Duties and Compensation, 1st Reading (Finance/Admin)**
 - C. Ordinance 1638, 2020 Budget, 1st Reading (Finance/Admin)**
 - E. Resolution 2019-23, Support of Dams (Finance/Admin)**

- 10. COUNCIL COMMENTS:**

- 11. QUESTIONS FROM THE PRESS:**

- 12. EXECUTIVE SESSION: Negotiations**

- 13. 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.

**CITY OF CLARKSTON
CITY COUNCIL AGENDA
BUDGET WORKSHOP
829 5TH STREET**

**THURSDAY, NOVEMBER 21, 2019
5:30 P.M.**

ROLL CALL: John Murray, Melyssa Andrews, Belinda Larsen, Skate Pierce, Pat Holman, Russ Evans. Joel Profitt unavailable to attend due to work travel.

STAFF: Chief Hastings, Chief Baskett, PWD Poole, Clerk Austin.

1. CALL TO ORDER: 5:35 P.M.

2. BUDGET WORKSHOP

Mayor Lawrence opened the meeting with a few comments. She advised that each department head would present information to the Council regarding the bargaining unit negotiations. She also provided a handout that showed the results of the union bargaining to date. She advised there was no increase in medical insurance. There were minimal increases in some of the life insurance rates.

Chief Baskett provided information on the updates to the Fire/EMS Labor Contract.

Chief Hastings advised that the Police Contract was able to be completed in just two meetings. He provided the update on changes to the Labor Contract.

PWD Poole updated Council on the current process of the negotiations with the Public Works Union. He advised that the City may allow additional pay for certain certifications for employees.

Clerk/Treasurer Austin presented the preliminary budget to the Council. The budget was examined by funds beginning with revenue funds and ending with expenditures in the following order: Sewer, Sanitation, Streets, Current Expense, and Ambulance. PWD Poole is requesting a 15% increase in sewer rates, a 10% increase in sanitation rates and an additional sanitation cart rental rate that will be presented as three separate ordinances at the next Council Meeting. Clerk Austin explained each fund's major revenue sources and expenditure items, including funding requests by the department heads. PWD Poole, Chief Hastings and Chief Baskett answered questions regarding funds under their direction and explained requests for funding that were outside of normal operating expenses. The overall budget has been projected conservatively and is in keeping with previous years projections.

Councilmember Murray initiated a discussion regarding the pay for the Mayor. Mayor Lawrence explained the process that would have to be followed to increase the wages and when the wage increase would take effect. The Council directed Clerk Austin to draft an ordinance to increase the Mayor's wages to \$1,300.00 per month beginning in 2020. The Councilmembers, department heads and the Mayor expressed gratitude to Chief Baskett for the job that he has performed as Interim Chief.

3. ADJOURNMENT

The meeting was adjourned at 7:50 P.M.

CLARKSTON CITY COUNCIL MINUTES
November 25, 2019

ROLL CALL: Skate Pierce, Pat Holman, Joel Profitt, Belinda Larsen, Russ Evans, Melyssa Andrews and John Murray.

STAFF: Chief Hastings, Chief Baskett, PWD Poole, Clerk Austin.

AGENDA CHANGES: Add Item B under Consent Agenda: Contract for Domestic Violence Victim Witness Coordinator

APPROVAL OF MINUTES: Minutes of the November 12, 2019 Regular Meeting were approved as distributed.

COMMUNICATIONS:

A. **From the Public:** Greg McCall, 841 Beachview Blvd

B. **From Mayor:** Mayor Lawrence advised that she received a thank-you letter from The Salvation Army for the City's Participation in the Red Kettle Campaign kickoff luncheon. She advised that the City is currently in the process of redesigning the Website with the update to be published in January 2020.

C. **From Staff or Employees:** Clerk Austin informed Council that newly elected and re-elected officials would take the oath of office at the December 23, 2019 meeting. Since Councilmember Andrews is running for an unexpired term, she will take the oath as soon as the election is certified. Newly elected Councilmember Steven Ebbart will also need to take the oath as soon as the election is certified. The Asotin County Auditor advised that the election certification would be completed on Tuesday.

COMMITTEE REPORTS:

Finance/Admin: Councilmember Murray reported that the Committee discussed the Victim Witness Coordinator Contract (Agenda Item), sanitation rates, and reviewed and approved the bills for payment. Total expenditures for the November 25, 2019 period of \$241,431.81. MOTION BY EVANS/PROFITT to approve the bills as read. Motion Carried

Public Safety: Councilmember Larsen reported on the November 18th meeting. Chief Hastings is allowing his officers to participate in No Shave November to raise money for the YWCA. The participating Police Department employees will not be required to shave, but in doing so will donate a dollar per day to the "Y". There was a jail committee meeting after the elections with the discussion centered around the sales tax. It can't be imposed until April, so we won't really start to see a collection until around May/June. The proposed timeline to have doors open and be in the jail looks to be 3 years. The jail committee has created a finance committee that will continue to work with engineers/architects/contractors and meet often. The entire committee will now begin to meet once a month or as the need arises. Chief Hastings has asked for a budget request to add a full-time code enforcement/animal control officer and shift a part time position to evidence/records keeper. Adding this full-time person will help to organize both Police and Fire Departments and Public Works to one contact person who will be able to be proactive in assessing areas throughout the City of Clarkston for weed control, deserted/abandon vehicles, illegal parking, etc. This officer will be able to enforce codes, write tickets and add consistency

for all three departments to work together. As is, we may have all three departments working on a troubled area at the same time with none the wiser. This will be recommended during our budget hearing. Chief Basket shared his Officers Meeting agenda with us. He also discussed the Civil Service Plan to refresh the new hire list. As of right now, testing will be done in January and hiring in February. Chief Baskett also shared with us the new shift schedule for the department.

Public Works: Councilmember Pierce reported on the November 19th meeting. The committee had a discussion with representatives from Naslund Disposal. There was a discussion on the State Permit for the existing billboard. (Agenda Item) There is an RFP draft for the static billboard replacement. The City received a letter from P&Z in response to our request about the livestock/pygmy goat issue. The Committee reviewed a draft RFP for annual maintenance on the HVAC system in City Hall. PWD Poole provided the consultants small works roster for review and discussed the bid award process and how we select smaller design projects.

Outside Organizations: Mayor Lawrence advised that the Board of Health met and approved the 2020 Budget. They also discussed the 120-day state ban on Vitamin E Acetate. Councilmember Evans attended the PTBA meeting on November 13th. They approved the 2020 budget. There were 1767 less boarding this month than last year. The PTBA believes that this could have been due to the cold weather this last month.

UNFINISHED BUSINESS:

A. Ordinance 1633, 2020 Sewer Rates, 2nd Reading (Public Works)

MOTION BY HOLMAN/PIERCE to approve the Ordinance. Councilmember Pierce spoke in favor of the increase. He advised that the City need to avoid ending up in the hole as we have been in the past. He advised that it was important the City be good stewards of public equipment, not waiting for the equipment to fail before taking care of it. The City needs to be proactive. Councilmember Larsen asked for the percentage of increase. PWD Poole advised it was 15%. Councilmember Evans commented on the amount of increase per month. Councilmember Murray advised that he concurred with Pierce. He advised that if the current rate of inflation is considered, as well as realizing that the value of this asset is the highest that the City owns, we need to have money to take care of the Sewer system. Motion Carried.

B. Ordinance 1634, 2020 Sanitation Rates, 2nd Reading (Public Works)

MOTION BY MURRAY/PIERCE to approve the Ordinance. Evans confirmed that the rate increase was to purchase a new truck. Larsen asked about the rate of increase. PWD Poole advised it was a 10% increase, with the rate rental as a separate ordinance. Larsen said that she thought the rate increase is too high and would like to see a lower rate. She advised that she could understand the need for the increase. Murray asked if the cart rental affected her decision. Larsen said that it did, she felt it was too much at this time for the community. Proffitt agreed with Larsen. He advised that although the residents are used to paying too low of a rate, the City can't get by with a lower rate. Murray asked if Larsen would propose a different rate. Larsen suggested maybe a 5-7% increase. Pierce advised that the rates would all have to be changed in the ordinance. Proffitt asked PWD Poole if the rate were lower if the vehicle would still be able to be purchased. PWD Poole advised it would take longer to have enough reserves to purchase a vehicle. Proffitt asked Clerk Austin for input. Clerk Austin advised it might be possible to still set aside money for a vehicle with a lower percentage increase. MOTION BY LARSEN/EVANS to amend 10% to 7.5% increase. Motion failed on 3-4 vote. Yea – EVANS/HOLMAN/LARSEN. Nay – ANDREWS/PIERCE/MURRAY/PROFITTT. Original Motion Carried.

C. Ordinance 1635, 2020 Sanitation Cart Rental, 2nd Reading (Public Works)
 MOTION BY ANDREWS/EVANS to POSTPONE the Ordinance. MOTION TO AMEND BY ANDREWS/MURRAY the motion to postpone reflecting a date of the next regular meeting. Councilmember Pierce advised that the Council did not need to postpone. He felt that the Council could just proceed. Murray withdrew and Andrews seconded. The Motion to amend was withdrawn. MOTION BY PROFITT/HOLMAN to approve the ordinance. Pierce advised that because sanitation service is compulsory, paying a rental fee seems unfair, as it should be built into rates. He advised that in 2015 there was an additional two dollars (\$2.00) added to the base rate for carts. Councilmember Andrews advised that she agreed with Pierce. Motion failed unanimously.

CONSENT AGENDA: MOTION BY PROFITT/LARSEN to approve consent items. Motion Carried

- A. Outdoor Advertising Permit - WSDOT (Public Works)
- B. Contract for Domestic Violence Victim Witness Coordinator (Admin/Finance)

NEW BUSINESS: None

COUNCIL COMMENTS: Councilmember Pierce asked if an executive session needed to be added on the next meeting. Andrews also asked, with Larsen requesting that an executive session be added to the next regular meeting. Pierce advised that he just voted himself to pay these increased rates three times. He advised that the City has to be better with our money. Larsen asked if there was a decision on increasing the Mayor's pay. Clerk Austin advised the ordinance would be presented at the next meeting. Larsen thanked PWD Poole and Clerk Austin for all the effort to provide the information, and the work they did on these issues. Profitt advised that this would be his last meeting. He thanked all the City staff, the Mayor, present and past Councilmembers for their help and guidance. Mayor Lawrence commended Profitt for being a great asset to The Council.

PRESS QUESTIONS: Tribune Reporter clarified with Councilmember Evans the average amounts that the customer bills would increase.

EXECUTIVE SESSION: None

ADJOURNMENT:

Meeting adjourned at 7:53pm.

Steve Austin, City Clerk

Monika Lawrence, Mayor

Total Fund Expenditures 11/25/19	Ck # 69444-69515	\$56,895.88
Payroll 11/20/19	Ck # 69436-69443	\$184,535.93

PWC Meeting Notes 12-3-19

Attending: Councilmembers; Murray, Pierce and Ebert and Director Poole

- 1) We reviewed an Ordinance revising the roll and makeup of the Board of Park Commissioners.
- 2) We also reviewed an ordinance revising the city code concerning street cuts and patching of excavations.
- 3) We reviewed some of the problems in the language on the city code concerning garbage collection. There is some wording that needs to be fixed or entirely removed.
- 4) Director Poole has approved the traffic control plan while the Asotin County Library is remodeling their bathrooms. There will be a storage container on 5th street, on the side of the road while the construction is occurring.
- 5) We reviewed the traffic control issues with the Holiday parade.

CITY ATTORNEY RETAINER AGREEMENT

I - PARTIES/EMPLOYMENT

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

II - QUALITY OF SERVICES

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

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

III - COMPENSATION

A. Basic Amount: The CITY shall pay the CITY ATTORNEY an amount of \$101,500.00 annually to be paid in equal monthly installments of \$8458.33 which retainer shall be compensation for the following legal services.

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

B. Additional Services: The CITY shall pay the CITY ATTORNEY for the following additional or special legal services at the rate of \$107.50 per hour, or if said services are performed by a paralegal in the CITY ATTORNEY'S office the same shall be compensated at the rate of \$42.50 per hour.

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

IV - REIMBURSEMENT

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

V - EXCEPTIONS

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

VI - INDEMNIFICATION AND HOLD HARMLESS

- A. CITY ATTORNEY will at all times indemnify, hold harmless and defend the CITY, its elected officials, officers, employees, agents and representative, from and against any and all lawsuits, damages, costs, charges, expenses, judgments and liabilities, including attorney's fees (including attorney's fees in establishing

indemnification), collectively referred to herein as “losses” resulting from, arising out of, or related to one or more claims arising out of negligent acts, errors, or omissions of CITY ATTORNEY in performance under this Agreement.

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

VII - INSURANCE COVERAGE

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

VIII - TERM OF AGREEMENT AND TERMINATION

- A. Term of Agreement: This Agreement shall take effect on January 1, 2020 and upon full execution hereof and shall expire on December 31, 2020, with the option to renew.
- B. Termination: Either party may terminate this Agreement for good cause upon 60 days written notice to the other party.
- C. Payment Upon Termination: In the event of termination, the CITY shall only be responsible to pay for all services performed by the CITY ATTORNEY to the effective date of termination, as described in the final billing statement to the CITY.

IX - OTHER PROVISIONS

- A. Compliance with Law. The CITY ATTORNEY shall perform all services under and pursuant to this Agreement in full compliance with any and all applicable laws, rules, and regulations adopted or promulgated by any governmental agency or otherwise.
- B. Severability. If any portion of this Agreement is changed per mutual agreement or any portion is held invalid, the remainder of the Agreement shall remain in full force and effect.
- C. Non-Waiver. The delay or failure of the CITY to insist upon strict performance of any agreement, covenant, or condition of this Agreement, or to exercise any right herein given in any one or more instances, shall not be construed as a waiver or relinquishment of any such agreement, covenant, condition or right.

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

IN WITNESS HEREOF, the parties have executed this Agreement this _____ day of December, 2019.

By _____
Todd Richardson, Attorney

CITY OF CLARKSTON

By _____
Monika Lawrence, Mayor

By _____
Steve Austin, City Clerk

CONTRACT FOR INDIGENT DEFENSE SERVICES

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

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

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

2. Compensation. The City shall pay to the Attorney for services rendered under this Contract the sum of \$56,400.00 annually to be paid in equal monthly installments.

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

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

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

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

2.4.1 Discovery. Discovery shall be provided in accordance with law

and court rule by the City Prosecutor. For post-conviction relief cases, discovery includes the cost to obtain a copy of the defense, prosecuting attorney making this charge or court files pertaining to the underlying case.

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

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

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

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

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

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

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

2.5 Renegotiation Due to Increases or Decreases in Case Load. The City and Attorney shall, at the option of either party, renegotiate this Contact if there is a significant increase or decrease in the number of cases assigned. "Significant decrease" and "significant increase" shall mean a decrease or increase, respectively, of more than 30 cases being assigned in an "average" calendar year or an average of 8 cases per quarter. At the request of either party, the City and Attorney will periodically review cases assignment trends, requests for additional credits and any other matters needed to determine contract compliance or necessary contract modifications.

3. Term. The term of this agreement shall be from January 1, 2020 through December 31, 2020 unless sooner terminated as provided in this Agreement.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

6.5 Verification of Coverage. Attorney shall furnish the City with original certificates and a copy of the amendatory endorsements, including but not necessarily limited to the additional insured endorsement, evidencing the insurance requirements of the Service Provider before commencement of the work.

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

8. Work Performed at Attorney's Risk. Attorney shall be responsible for the safety

CONTRACT FOR PROFESSIONAL SERVICES

The City of Clarkston, Washington And The Wesley Group

This contract entered into between the City of Clarkston, Washington, hereinafter called "City" and The Wesley Group hereinafter called "Contractor" is effective as of January 1, 2020. That for and in consideration of the mutual promises and covenants exchanged herein, the parties agree as follows:

ARTICLE I - SERVICES

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

B. Interest arbitration hearings, grievance arbitrations, mediations or unfair labor practice hearings may, by agreement in advance between the parties, be billed at an additional \$100.00 per hour.

ARTICLE II - AGENCY SUPPORT AND ASSISTANCE

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

ARTICLE III - CONSIDERATION

In consideration of the Contractor's performance hereunder, the City shall pay the sum of Nine Thousand Six Hundred Dollars (\$9600.00). Payments shall be in twelve (12) monthly installments beginning January 1, 2020. Each monthly payment to be Eight Hundred Dollars (\$800.00). Actual mileage expense between Kennewick and Clarkston

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

ARTICLE IV - HOLD HARMLESS

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

ARTICLE V - INDEPENDENT CONTRACTOR

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

ARTICLE VI - TERM OF CONTRACT

This contract shall be effective for the period beginning with January 1, 2020 through December 31, 2020.

Contractor:

City of Clarkston:



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

Mayor

City Clerk

10/7/2019
Date

Date

AGREEMENT FOR JANITORIAL SERVICES

Agreement made this 9th day of December, 2019, between Marcie Bayless (Contractor) and the City of Clarkston (City).

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

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

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

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

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

In exchange for performance of services the City shall make payment to the Contractor at the rate of \$750.00 per month for City Hall and \$550.00 per month for the Police Station. Services outside the scope of this agreement may be performed for additional compensation. The Contractor will bill the City monthly for services. Invoices will be paid within 15 days of billing.

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

City of Clarkston

Monika Lawrence, Mayor

Marcie Bayless, Contractor

RESOLUTION NO. 2019-22

A RESOLUTION OF THE CITY OF CLARKSTON, WASHINGTON, ESTABLISHING THE 2020 POSITION ALLOCATION LIST.

THE CITY COUNCIL OF THE CITY OF CLARKSTON, WASHINGTON, HEREBY RESOLVES AS FOLLOWS:

Section 1. Position Allocation List Approved. The 2020 Position Allocation List as set forth on Exhibit A, which is attached hereto and incorporated herein by this reference as if set forth in full, is hereby approved.

Section 2. Effective Date. All allocations for the various positions indicated on the attached Exhibit A will become effective January 1, 2020.

DATED this 9th day of December, 2019.

Monika Lawrence, Mayor

ATTEST:

Steve Austin, City Clerk

EXHIBIT A
RESOLUTION NO. 2019-22
2020 POSITION ALLOCATION LIST

REPRESENTATION:

F - International Association of Fire Fighters - Local 2299
L - Street/Sanitation/Sewer/ Supervisory/Administrative - Local 1476-ACL-C
P - Clarkston Police Officers Guild
PS -Police Support

OTHER:

C - Contract
E - Elected
N - Non-Represented
T - Temporary
V - Volunteers
R - Reserves, Fire/Ambulance
(M) FLSA EXEMPTIONS:

CURRENT EXPENSE FUND

LEGISLATIVE

E Councilmember
E 7

EXECUTIVE

E Mayor
E 1

FINANCIAL AND RECORDS SERVICES

(ALSO see Street, Sewer and Sanitation for all positions in this unit)
N (M) City Clerk/Treasurer (25% Time)
L Deputy Clerk/Treasurer (PR) (25% Time)
L Deputy Clerk/Treasurer (Ut) (13% Time)
L Finance Clerical Asst., (16% Time)
*N .25 - L .54

LEGAL

C City Attorney
C 1.0

LAW ENFORCEMENT

N (M) Police Chief
N Commander
P Senior Sergeant
P Senior Sergeant
P Jr./Senior Sergeant
P Police Officer 1st, 2nd or 3rd Class - Investigator
P Police Officer 1st, 2nd or 3rd Class
P Police Officer 1st, 2nd or 3rd Class – Narcotics
P Police Officer 1st, 2nd or 3rd Class – School Resource Officer
PS Records Clerk
PS Code Enforcement / Animal Control
PS Support Services, .50 FTE
V Reserves/Volunteers
*P 12.0 - PS 2.5 - N 2.0

FIRE CONTROL

N (M) Fire Chief (60% Time)
F Fire Captain
F Firefighter 1st, 2nd or 3rd Class
F Firefighter 1st, 2nd or 3rd Class
F Firefighter, 1st, 2nd or 3rd Class
F Firefighter, 1st, 2nd or 3rd Class
F Firefighter, 1st, 2nd or 3rd Class
L Admin Asst., .75 FTE (60% Time)
V Volunteer(s)
R Reserves
*N .6 - F 6.00 - L .8

HOUSING AND COMMUNITY DEVELOPMENT

N (M) Public Works Director/Building Inspector (35% Time)
L Building Inspector
N .35 – L 1.0

PARKS

L Park Caretaker (Parks, Streets, Sanitation Rover)
T Seasonal Park Laborer
L 1.0 – T .5

SUMMARY:

E - 8.00**
F - 6.00
L - 3.34
N - 3.30
P - 12.00
PS - 2.5
T - .5

CURRENT EXPENSE TOTAL ALLOCATED POSITIONS

27.64

** Not included in totals.

AMBULANCE / EMS

N (M) Fire Chief (40% Time)
F Fire/EMS Captain
F Fire/EMS Captain
F EMT/Paramedic 1st, 2nd or 3rd Class
F EMT/Paramedic 1st, 2nd or 3rd Class
F EMT/Paramedic 1st, 2nd or 3rd Class
F EMT/Paramedic 1st, 2nd or 3rd Class
L Admin Asst., .75 FTE (40% Time)
R Reserves
V Volunteer(s)

*N .4 - F 6.00 - L .2

EMS TOTAL ALLOCATED POSITIONS

6.6

STREET

Administrative Positions:

N (M) City Clerk/Treasurer (25% Time)
L Deputy Clerk/Treasurer (PR) (15% Time)
L Secretary (10% Time)

N (M) Public Works Director (17.5% Time)

L Superintendent - (70% Time)

L Equipment Operator

L Equipment Operator

L Equipment Operator

*N .425 - L 3.95

SUMMARY:

L - 3.95

N - .425

STREET TOTAL ALLOCATED POSITIONS

*4.375

SANITATION

Administrative Positions:

- N (M) City Clerk/Treasurer (25% Time)
- N (M) Public Works Director (23.5% Time)
- L Deputy Clerk/Treasurer (PR) (30% Time)
- L Deputy Clerk/Treasurer (Ut) (35% Time)
- L Finance Clerical Asst. (35% Time)

- L Street Superintendent (30% Time)
 - L Driver
 - L Driver
 - L Driver
 - L Driver
 - L Driver - Yardwaste
 - T Seasonal (.5)
- *N .485 - L 6.30 - T 0.5*

L - 6.30
N - .485
T - .5

SANITATION TOTAL ALLOCATED POSITIONS

*7.285

SEWER

Administrative Positions:

- N (M) City Clerk/Treasurer (25% Time)
- N (M) Public Works Director (24% Time)
- L Deputy Clerk/Treasurer (PR) (30% Time)
- L Deputy Clerk/Treasurer (Ut) (35% Time)
- L Finance Clerical Asst. (35% Time)

- L Superintendent
 - L Sewer Plant Operator
 - L Sewer Plant Operator
 - L Sewer Plant Operator
 - L Sewer Plant Operator
- *N .49 - L 5.83 *

L - 6.0
N - .49

SEWER TOTAL ALLOCATED POSITIONS

6.49

STORMWATER

Administrative Positions:

L Deputy Clerk/Treasurer (Ut) (17%)
L Finance Clerical Asst. (14%)
* L .31 *

.31

SUMMARY ALL DEPARTMENTS:
TOTALS

E - 8.00**
F/EMS - 12.00
N - 5.00
L - 19.75
P - 12.00
PS - 2.5
T - 1.0

TOTAL ALLOCATED POSITIONS (** Not included in totals)

*52.25

Elected: 8.00

Total: 60.25

ORDINANCE NO. 1636

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF CLARKSTON, WASHINGTON, AMENDING ORDINANCE NO. 1612 WHICH ADOPTED THE 2019 BUDGET, AND AUTHORIZING THE NECESSARY ADJUSTMENTS.

WHEREAS, the City Council has determined that the 2019 budget should be amended to take into account variations in actual revenues and expenditures from those projected at the time of adoption of the 2019 budget, now therefore,

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

Section 1. Budget Amended. Section 2 of Ordinance No. 1612 passed by the City Council on December 20, 2018, shall be increased and amended as follows:

	EXPENDITURES	OTHER FINANCING USES
STORMWATER (409)	74,297	
TOTALS	74,297	

Section 2. Duties of City Treasurer. The City Treasurer of the City of Clarkston, Washington, is authorized to make the necessary changes to the 2019 budget on or before December 31, 2019, as set forth in attached Exhibit A.

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

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

DATED the 23rd day of December, 2019.

Authenticated:

Monika Lawrence, Mayor

Steve Austin, City Clerk

ORDINANCE NO. 1637

AN ORDINANCE AMENDING CLARKSTON MUNICIPAL CODE SECTION 2.24, WHICH ESTABLISHES THE DUTIES AND COMPENSATION OF OFFICERS AND EMPLOYEES AND RESCINDING ORDINANCE NUMBER 1488

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

SECTION 1.0

Clarkston Municipal Code, Section 2.24.050 is amended as follows:

2.23.050 Salaries. Commencing with the calendar year ~~2012~~ 2020, the salary and compensation of the elected city officials shall be as follows:

Mayor	\$600.00 \$1200.00 per month
Councilmen Councilmembers	\$250.00 per month

This chapter is subject to the applicable provisions of state law, particularly RCW 35A.12.070 which, among other things, prohibits any increase in compensation from becoming effective during the remaining term of any incumbent or a mayor when the mayor's tie-breaking vote is necessary to pass the ordinance increasing the compensation.

SECTION 2.0

Ordinance Number 1488 adopted August 22, 2011 is hereby repealed effective December 31, 2019.

SECTION 3.0

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

DATED this 23rd day of December, 2019.

Attest:

Monika Lawrence, Mayor

Steve Austin, City Clerk

ORDINANCE NO. 1638

AN ORDINANCE OF THE CITY OF CLARKSTON, WASHINGTON, ADOPTING THE FINAL BUDGET OF THE CITY FOR THE FISCAL YEAR ENDING DECEMBER 31, 2020, AND APPROVING AN ORDINANCE SUMMARY FOR PUBLICATION.

WHEREAS, the Mayor of the City of Clarkston, Washington, completed and placed on file with the City Clerk a proposed budget and estimate of the amount the moneys required to meet the public expenses, bond retirement and interest, reserve funds, and expense of government of the City for the fiscal year ending December 31, 2020; and

WHEREAS, a notice was published that the City Council would meet on November 25, 2018 at 7:00 p.m., in the council chambers of city hall for the purpose of making and adopting a budget for said fiscal year and giving taxpayers within the limits of the City an opportunity to be heard in a public hearing upon said budget; and

WHEREAS, the City Council did hold a public hearing at that time and place and did then consider the matter of the proposed budget for the fiscal year 2020; and

WHEREAS, the 2020 proposed budget does not exceed the lawful limit of taxation allowed by law to be levied on the property within the City of Clarkston for the purposes set forth in said budget, and the estimated expenditures set forth in said budget being all necessary to carry on the government of the City of Clarkston for the 2020 fiscal year and being sufficient to meet the various needs of the City of Clarkston during that period;

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

Section 1. The budget for the City of Clarkston, Washington, for the year 2020 is hereby adopted at the fund level in its final form and content as set forth in the document entitled 2020 FINAL BUDGET, CITY OF CLARKSTON, copies of which are on file in the Office of the Clerk.

Section 2. Estimated resources, including fund balances or working capital for each separate fund of the City of Clarkston, and aggregate totals for all such funds combined, for the year 2020 are set forth in summary form on Exhibit A (attached) and are hereby appropriated for expenditure at the fund level during the year 2020 as set forth on Exhibit A.

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

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

Dated this 23rd day of December, 2019

Monika Lawrence, Mayor

Authenticated:

Steve Austin, City Clerk

SUMMARY OF ORDINANCE NO. 1638
OF THE CITY OF CLARKSTON, WASHINGTON

On December 23, 2019, the City Council of the City of Clarkston, Washington, approved Ordinance No. 1638, the main point of which may be summarized by its title as follows:

AN ORDINANCE OF THE CITY OF CLARKSTON, WASHINGTON, ADOPTING THE FINAL BUDGET OF THE CITY FOR THE FISCAL YEAR ENDING DECEMBER 31, 2020 AND APPROVING AN ORDINANCE SUMMARY FOR PUBLICATION.

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

APPROVED by the City Council at their meeting of December 23, 2019.

Steve Austin, City Clerk

Published: _____

RESOLUTION 2019-23

A RESOLUTION OF THE CITY OF CLARKSTON WASHINGTON SUPPORTING THE LOWER SNAKE RIVER DAMS AND THE FEDERAL COLUMBIA RIVER POWER SYSTEM AND RECOGNIZING ITS ROLE IN ENVIRONMENTAL STEWARDSHIP.

WHEREAS, businesses have located facilities in or near the City of Clarkston and throughout the Pacific Northwest because of the availability of reliable, carbon-free hydropower, creating jobs and boosting local economies; and,

WHEREAS, the dams on the Columbia and Snake Rivers provide navigable waters, irrigation, flood control and recreation for the residents of Asotin County and the Pacific Northwest; and,

WHEREAS, the Lower Snake River Dams enable irrigation for over 7 million acres of farmland producing \$8 billion in agricultural income; and

WHEREAS, the Lower Snake River Dams enabled barging of approximately 9 million tons of cargo in 2014 valued at over \$3 billion; and,

WHEREAS, the Columbia Snake River System is the top wheat export gateway in the U.S. and in 2016, nearly 10% of all U.S. wheat exports moved through the Lower Snake River Dams; and,

WHEREAS, the 465-mile federal waterway provides access to internal markets for Asotin County farmers and farmers as far as the Midwest; and,

WHEREAS, over 3.5 million tons of cargo were barged on 244 four-barge tows on the Snake River in 2017, a year when the locks were closed for three months for maintenance. In comparison, it would have taken over 35,140 rail cars or 135,000 semi-trucks to carry this same cargo; and,

WHEREAS, the federal agencies responsible for the management of the Federal Columbia River Power System (FCRPS) (Bonneville Power Administration (BPA), Army Corps of Engineers, Bureau of Reclamation) operate the dams in compliance with the Biological Opinions (BiOps) approved by the National Oceanic Atmospheric Administration (NOAA) Fisheries in 2008/2010 (as supplemented in 2014), and in 2019; and,

WHEREAS, BPA has spent nearly \$17 billion on infrastructure and fish mitigation projects since 1978 including projects that address hydroelectric operations, habitat, hatcheries and harvest; and,

WHEREAS, those investments, made in accordance with Biological Opinions (BiOp) approved by NOAA Fisheries, have successfully improved fish runs resulting in greater than 96% of young salmon making it past each of the dams on their down river passage; and,

WHEREAS, in 2014, there were more chinook, sockeye, and coho salmon that returned to Bonneville Dam than any year since the dam was built in 1938; and,

WHEREAS, reports from NOAA Fisheries indicate that Columbia/Snake River chinook

salmon returns increased in 2018; and,

WHEREAS, while 2017 and 2018 saw significant declines in overall salmon returns, studies by NOAA Fisheries have attributed those declines to ocean conditions that are expected to dissipate by 2020, leading experts to forecast improved overall salmon returns in that year; and,

WHEREAS, the most recent Washington State budget set aside \$750,000 to study the economic and social impacts of the potential breaching or removal of the Lower Snake River Dams and the proposed study duplicates a more comprehensive effort that is several years underway by the federal agencies in the Columbia River Systems Operations Environmental Impact Statement (CRSO EIS) process; and,

WHEREAS, the FCRPS has been, is and will continue to be a critical component of life in the Pacific Northwest; and,

WHEREAS, the 31 federal dams on the Columbia and Snake Rivers provide a reliable source of clean energy for millions of residents of Washington state and the Pacific Northwest; and,

WHEREAS, the Lower Snake River Dams annually produce 1,000 aMW of carbon free power, enough to serve nearly half a million Northwest businesses, industries and households; and,

WHEREAS, the BPA has identified the Lower Snake River Dams as critical components of the FCRPS mission of supporting peak power generation; and,

WHEREAS, the Lower Snake River Dams are some of the least expensive to operate and, with the cost of power generated by the dams ranging from \$10 to \$14 per megawatt-hour, provide some of the greatest value for BPA customers; and,

WHEREAS, removing over 2,000 megawatts of firm winter capacity generated by the Lower Snake River Dams would add to a forecasted Northwest shortfall in energy capacity; and,

WHEREAS, the hydro system is in large part responsible for the clean air, water and lands enjoyed by millions in the Pacific Northwest; and,

WHEREAS, the State of Washington has passed legislation calling for 100% of all retail energy sales to come from carbon free resources by 2045; and,

WHEREAS, the passage of Substitute Senate Bill 5116 included existing hydropower as an eligible resource for utilities seeking compliance with the 100% clean requirement; and,

WHEREAS, the Energy & Environmental Economics (E3) study has found that the cost of achieving 100% clean energy “leads to exponential cost increases and is impractical due to massive renewable overbuilds”; and,

WHEREAS, the clean and renewable energy generated by the hydro system has made Washington state a national and world leader in responsible environmental stewardship; and,

WHEREAS, the removal of the four Lower Snake River Dams would do irreparable damage to Washington and the Pacific Northwest’s role as a leader in clean, carbon free energy

production.

NOWHEREFORE, the City of Clarkston City Council of Clarkston, Washington, does hereby resolve as follows:

The City of Clarkston supports the continued operation of the Lower Snake River Dams due to their importance to irrigation, flood control, recreation, fuel-efficient, safe, low-emission cargo transportation, and reliability of the Northwest electric grid as well as for the carbon-free, renewable, reliable, and low-cost energy they provide making them an important component of a clean energy future.

Based on studies and BiOps carried out by NOAA Fisheries, the City endorses the position that hydroelectric dams and salmon can coexist.

Given that the CRSO EIS process is well-underway and expected to be concluded in 2020, the City believes the \$750,000 allocated to study the impacts of the removal of the Lower Snake River Dams to be duplicative and wasteful and should be reallocated to science-based, high-priority salmon restoration projects in the Puget Sound region that will have a direct impact on Orca survival in their primary habitat.

The foregoing Resolution of the City of Clarkston was duly adopted by its City Council at its meeting of the 9th day of December, 2019.

DATED and SIGNED this 9th day of December, 2019.

Monika Lawrence, Mayor

Attest:

Approved as to form:

Steve Austin, City Clerk/Treasurer

Todd Richardson, City Attorney