

**CITY OF CLARKSTON
CITY COUNCIL AGENDA
829 5th Street
MONDAY, SEPTEMBER 24, 2018**

- 1. CALL TO ORDER: 7:00 P.M.**
- 2. PLEDGE OF ALLEGIANCE:**
- 3. AGENDA CHANGES:**
- 4. APPROVAL OF MINUTES:
September 10, 2018 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/Admin – Audit Report on Current Bills – September 24**
 - B. Public Safety – September 18**
 - C. Public Works – September 18**
 - D. Outside Organizations – Health District, EMS Council, Valley Vision, PTBA, SEWEDA, MPO, Regional Stormwater, Lodging Tax Advisory**

- 7. UNFINISHED BUSINESS: None**

- 8. NEW BUSINESS:**
 - A. Findings of Fact & Conclusion of Law, ZC-2018-02 (Public Works)**
 - B. Ordinance 1605, Zone Change – 422 Highland Ave, 1st Reading (Public Works)**
 - C. Agreement for Professional Services, Keller Associates – Ecology Grant (Public Works)**
 - D. Ordinance 1606, Ambulance User Fees, 1st Reading (Public Safety)**

- 9. COUNCIL COMMENTS:**

- 10. QUESTIONS FROM THE PRESS:**

- 11. EXECUTIVE SESSION: Negotiations and Litigation.**

- 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.

CLARKSTON CITY COUNCIL MINUTES
September 10, 2018

ROLL CALL: Russ Evans, Pat Holman, Belinda Larsen, John Murray, Joel Profitt. Skate Pierce excused on a motion by LARSEN/PROFITT.

STAFF: Chief Hastings, Chief Cooper, PWD Poole, Clerk Austin, Attorney Richardson.

AGENDA CHANGES: Add Item D to New Business: Proclamation request from Daughters of American Revolution of September 17-23 as Constitution Week.

APPROVAL OF MINUTES: Minutes of the August 27, 2018 Regular Meeting were approved as presented.

INTERVIEWS OF COUNCILMEMBER APPLICANTS:

1. Richard Kennedy
2. Melyssa Andrews

EXECUTIVE SESSION: DISCUSSION OF APPLICANT QUALIFICATIONS: Executive session began at 7:25pm. Mayor Lawrence advised it was expected to last 10 minutes. Attorney Richardson announce a 5 minute extension at 7:37pm. Council was called back into session at 7:41pm.

APPOINTMENT OF COUNCILMEMBER: Councilmember Murray nominated Melyssa Andrews. Councilmember Evans seconded. Mayor Lawrence called for a vote by raising of hands. Councilmembers Evans, Murray and Profitt raised hands in favor. Andrews appointed to the vacant position by 3/5 majority. Councilmember Andrews was sworn in by Clerk Austin.

COMMUNICATIONS:

- A. **From the Public:** Wendy Stelmack, 1218 2nd Street
- B. **From Mayor:** Mayor Lawrence provided Council with a handout of the PTBA Ridership Numbers. She also advised that there was an opening on the Civil Service Commission. Applications are available at City Hall and online. The Commission meets at noon on the 2nd Friday of the month.
- C. **From Staff or Employees:** None

COMMITTEE REPORTS:

Finance/Admin: Councilmember Murray reported that the Committee reviewed and approved the bills for payment. Total expenditures for the September 10, 2018 period of \$382,711.52. MOTION BY MURRAY/PROFITT to approve the bills as read. Motion Carried

Public Safety: Councilmember Larsen advised that the Committee met on September 4th. Chief Cooper began the meeting with a reminder that fire prevention week will be coming up in October. An open house is being planned that might include a CPR demonstration, fire extinguisher demonstration, maybe a puppet show. Our fire department will be in the 9/11 procession again this year that will begin in Asotin and end at the station in Lewiston. We will need to update our contract for ambulance billing. Chief Cooper is reviewing this need and will make suggestions for updating at our next meeting that might include changing from percentage billing to per call billing. On tonight's agenda, we will be discussing an ambulance user fee increase of 3%. This will generate about an extra \$3,000 per year. Chief Cooper has extensively researched the costs of a new ambulance. He has found an ambulance that is a demo unit in Oregon with 8,000 miles and a 24 month warranty. Chief will also be reaching out to a purchasing group with a detailed list of needs to see if they can match or beat the deal from Oregon. The Chief has been working with the surrounding fire departments to ensure that we have a shared vision for better functionality. This includes communications, joint training and positive good will. This benefits not just our firefighters but our community as well.

Chief Hastings brought us up to date regarding the acquisition of a drone. Research has been completed, policy has been developed, a drone has been selected and an officer has begun the training required to navigate the drone including completing the FAA application required to operate the drone. This will be moving forward. Chief Hastings talked about the need for speed calming devices in different areas of the city. Chief also reviewed that last week was an education week for drivers to remind them to slow down as school is back in session. This week, enforcement will be in place. The Police department will also have a presence in the 9/11 procession as well as the Lewiston Round Up parade. Fireworks was a large part of our discussion. This is also an agenda item. The discussion ranged from enacting an ordinance to ban fireworks completely or to at least limit them to ground display fireworks only with all aerials being banned from City limits.

Public Works: PWD Poole advised that the Committee discussed landlord registration and needing to get the process going. The Committee recommends coupling it with the business license ordinance that needs to be enacted by the end of the year.

Outside Organizations: Councilmember Murray advised that he attended the Regional Stormwater meeting today. The budget status for Regional Stormwater was discussed. For the year, Stormwater is at 56.6% of revenue received and expensed of 59.9%. Currently Regional Stormwater is operating in the black.

UNFINISHED BUSINESS: None

NEW BUSINESS:

A. Proclamation of September as Childhood Cancer Awareness Month. Mayor Lawrence advised Council of the request. MOTION BY LARSEN/ANDREWS to approve the Mayor to sign the proclamation. Motion Carried.

B. Discussion on Ambulance User Fee Increase (Public Safety). Chief Cooper advised Council on the need to increase the ambulance billing rates. Fees were last adjusted in March 2016. Chief Cooper advised it was important to keep the increases equal with CPI. Private insurers with private insurance will be the most affected by this rate change. The rates for Medicare and Medicaid will not change. This leaves only 11% of customers that would see the increase. Chief Cooper asked Council to draft a resolution to increase the fee. Councilmember Murray asked if the GEMT income would change the outlook. Chief Cooper advised it would not. Councilmember Evans commented that he liked that it is only for private insurance, so it won't affect the majority of customers. Council gave direction to proceed with a resolution.

C. Discussion on Fireworks Usage in the City of Clarkston (Public Safety). Chief Hastings and Chief Cooper presented Council with information from the past years regarding the private use of fireworks. The problems usually occur with aerial fireworks as opposed to fireworks that are designed to stay on the ground. After discussion there was a consensus to proceed with exploring at least a partial ban on aerial fireworks. This would not impact the professional community display that is staged at Adams Field. Any change to the ordinance would have to be in effect for at least one year before it can be enforced in the City. No action was taken by Council at this time.

D. Proclamation of September 17-23 as Constitution Week. Mayor Lawrence advised Council of the request from the Daughters of the American Revolution. MOTION BY HOLMAN/EVANS to approve the Mayor to sign the proclamation. Motion Carried.

COUNCIL COMMENTS: Councilmember Holman shared an idea from a citizen directed to the Public Works Department. The citizen advised it would be a great idea in the future to convert the infilled pool into pickle ball court. Currently there are over 200 pickle ball players in the area. This includes a lot retirees, who travel here on the weekends for tournaments. Currently the only available facilities are in Lewiston at Sunset Park. Councilmember Evans asked what pickle ball was. Councilmember Larsen explained that it was played with a short paddle with a softball sized whiffle ball, and it is a lot of fun. Councilmember Andrews thanked her colleagues for the opportunity to serve on Council. Councilmember Evans extended his congratulations to Andrews.

PRESS QUESTIONS: None

EXECUTIVE SESSION: None

ADJOURNMENT:

Meeting adjourned at 8:32 p.m.

Steve Austin, City Clerk

Monika Lawrence, Mayor

Total Fund Expenditures, 09/10/18	Ck # 66931-66993	\$382,711.52
Payroll 09/05/18	Ck # 66898-66929	\$295,400.76

DRAFT

PUBLIC SAFETY MEETING – 09-18-2018

In attendance: Chief Joel Hastings, Chief Steve Cooper, Councilors Evan's, Holman and Larsen.

Chief Hastings began the meeting picking up the fireworks discussion. It was agreed that we should hold a public hearing and let everyone voice their opinion on either a ban or restrictions on aerial fireworks. Chief will research and present to our committee different ordinances from around the state so that we may have a more informed discussion for council at a later date.

It has been brought to Chief Hastings attention that there is a smoking issue in our parks. Chief asked if there were some way we could combat this problem. A lot of communities have issued smoking bans completely in all parks. We discussed designated smoking areas as opposed to complete bans. Maybe no smoking in playground areas. This would not help in the Vernon Park area which is where Chief receives the largest amount of complaints from. More research will be conducted.

There is an increase in our transient population as of late. This is not unusual for this time of year but Chief Hastings would like input on what we might suggest to deter them from making our parks their campgrounds.

The Asotin County Jail committee continues to meet on a regular and frequent basis. The committee has met with Judge Galina, prosecutor Ben Nichols and others in regards to identifying what is the original cause of all the overcrowding and what can be done to decrease the population. They will continue to meet with others and continue to push forward on solutions.

Chief Cooper began with an explanation on the grant process that he and Ben Schuster had worked on. Unfortunately, we did not score high enough for funding. The Chief and Ben will review the process, join in on a webinar and with council approval, re-apply.

**Chief Cooper has completed his research, made the necessary inquiries and concluded that the demo ambulance he found in Oregon would be the correct direction he would like to take in purchasing a new ambulance for the department. He will present his findings to Council tonight with a final determination request at our next meeting.

Civil Service has begun advertising for testing for paramedic firefighters October 19-20.

Firefighter negotiations will begin on September 28th.

PWC Meeting Notes 9/18/18

Attending: Kevin Poole, Joel Profitt and Skate Pierce

- 1) We're looking to revamp the sign ordinance to address flags, flag poles and tower structures. We didn't include appendix H from the International Building Code when we adopted it. We'll correct that in January when we adopt the IBC. Leavenworth has good language on an ordinance limiting flags and flagpoles to acceptable size. The committee recommends to move ahead with the corrections.
- 2) Street and alley vacation ordinance currently has confusing language requiring payment up front with no guarantee that the council will allow the vacation. We're looking to change the language so that the petitioning parties will make all payments at the time of closing.
- 3) We've got an Ecology grant application that is available to apply for. We have multiple projects to use with this grant. We don't have time to fill out the application with our small staff size. We're looking to contract out with Keller to file for the Ecology grant. All projects deal with stormwater.
- 4) Working with the Clarkston Police Department to install a radar speed signs on the South entrance to Clarkston on Hwy. 129. We can use TBD money to pay for the sign.
- 5) We have a potential issue with a city maintained sewer line that runs under Tri-State memorial hospital. We need to get an easement, protection against damages and access agreement to continue maintaining that section of line. Otherwise the hospital will take it over. It's possible the easement is recorded with the county.
- 6) Zone change 2018-02 Planning commission voted 5-0 to approve it. We will discuss it as a council. We'll be asked to approve the zone change. Not the type of business that will be located there.
- 7) We need to surplus 3 pieces of equipment, a resolution is needed. '86 Ford garbage truck for sale. And the '97 Mac garbage truck sold to the Wastewater Treatment plant. We also have a '76 water truck to surplus for sale.
- 8) We need to transfer around \$200,000(estimated) from TBD to pay for work done this year as a budget amendment.
- 9) We got about 10% of our surveys back. Don Brigham analyzed and sorted the data for us.
- 10) We had a discussion about starting a citizens Parks Commission to help with planning and development. We also had a discussion on a youth commission using high school students to provide input to the city and city council

**BEFORE THE PLANNING COMMISSION
OF THE CITY OF CLARKSTON**

RE:)	
Zoning map amendment and zone change for ZC-2018-02, 422 Highland Ave.)	FINDINGS OF FACT
City of Clarkston)	
829 5 th St.)	CONCLUSIONS OF LAW
)	AND DECISION
)	

This matter having come before the Planning Commission of the City of Clarkston, Washington on August 20, 2018 for a public hearing pursuant to public notice as required by law, on a requested zone change from R-1 Low Density Residential to NC – Neighborhood Commercial zone and update of the Zoning Map, and the Commission having heard the staff reports and recommendation of other interested parties who appeared and being fully advised in the matter, issues the following Findings of Fact and Conclusions of Law:

FINDINGS OF FACT

1. The Clarkston City Code sections 17.40 and 17.90 establishes the authorization to initiate amendments to the Zoning Map and designated land use zones.
2. The City set public hearing before the Planning Commission for August 20, 2018 and provided notice to the public as required by law.
3. The Planning Commission held public hearings on August 20, 2018 and took testimony from the city staff and the public.
4. As a result of the testimony, the Planning Commission has determined that the proposed changes as presented are beneficial to the operation of the City, its obligation to the citizens and assists the City in implementing its Zoning Code.
5. a) The proposed zone change is consistent with the Comprehensive Plan Objectives A.10 and A.11 and Policy A.1.15, and A.1.16.

- b) The proposed zone change provides for an establishment of a NC – Neighborhood Commercial Zone in an R1 – Low Density Residential Zone.
- c) The commercial development of the property will have to comply with current standards for landscaping and visual shielding between R1 zone property and NC zone property.

CONCLUSIONS OF LAW

1. The proposed zone change does follow the anticipated evolution of the comprehensive plan and allows for establishment of a NC-Neighborhood commercial zone in a residential zone.
2. The proposed zone change is consistent with Comprehensive Land Use Policy;

The proposed zone change is consistent with the Comprehensive Plan and the use of NC zones for providing retail facilities and other services within an R-1 Residential zone. It is also consistent with the following Comprehensive Land Use Policies:

Objectives

A.10 – Where appropriate, new development should include planning approaches that increase physical activity, such as neighborhood commercial nodes to allow walking and cycling to local services, transit oriented development, linear parks and trails network, and siting schools and other public facilities within neighborhoods to allow easy walking.

A.11 – Mixed use developments should be allowed when the size of the development provides for planning as a cohesive neighborhood with commercial and residential uses co-existing.

Policies

A.1.15 - Continually review permitted, conditional, and prohibited uses to assure the mix of uses allowed by the zoning ordinance does not adversely impact residential neighborhoods.

A.1.16 – Review and revise development standards to buffer residential zones and/or uses from commercial and industrial uses. Such revised standards may address landscaping, berms, fences, walls, access, lighting, uses, hours of operation, or other criteria as may be appropriate.

Based on the foregoing Conclusions of Law, the Planning Commission hereby enters the following...

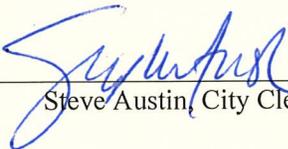
DECISION

1. The zone change request be approved, the Zoning Map be revised to reflect the zone change, and a recommendation supporting said changes will be made to the City Council for final action.

DATED this 17th day of September, 2018.

PLANNING COMMISSION
OF THE CITY OF CLARKSTON

By: 
Robert Gilbertson, Vice Chair

ATTEST: 
Steve Austin, City Clerk

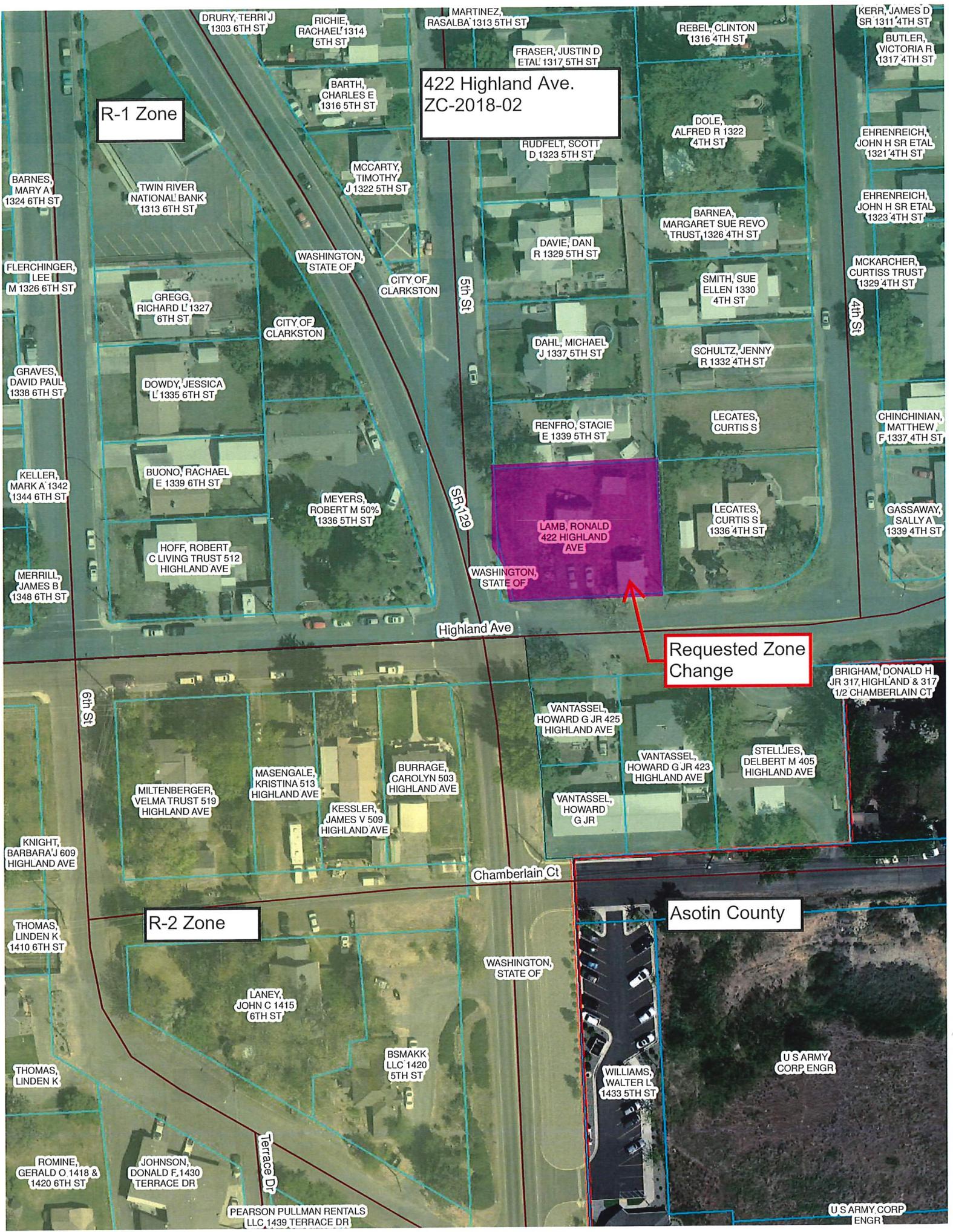
R-1 Zone

422 Highland Ave.
ZC-2018-02

Requested Zone
Change

R-2 Zone

Asotin County



ORDINANCE NO. 1605

AN ORDINANCE AMENDING CLARKSTON MUNICIPAL CODE CHAPTER 17.05.080, WHICH ESTABLISHES THE OFFICIAL ZONING MAP OF THE CITY OF CLARKSTON.

WHEREAS, the Planning Commission held a public hearing on August 20, 2018 to consider a request from Ronald Lamb on Zoning Map Change Application No. ZC-2018-02 and adopted Findings of Fact, Conclusions of Law and a Recommendation to approve the zone change;

NOW THEREFORE, be it ordained by the City Council of the City of Clarkston as follows:

SECTION 1.0

Clarkston Municipal Code Chapter 17.05.080 is hereby amended as follows:

The property described below is hereby changed from Low Density Residential (R-1) to Neighborhood Commercial (NC) zoning designation:

A parcel of land, comprised of Lot 11 and portion of Lot 12, Block 6, Parkway Addition, Asotin County, Washington, located in the South half (1/2) of Section 21, Township 11 North, Range 46 East, Willamette Meridian, City of Clarkston, County of Asotin, State of Washington. Property is commonly referred to as 422 Highland Avenue.

SECTION 2.0

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 8th day of October, 2018.

Monika Lawrence, Mayor

ATTEST BY:

Steve Austin, City Clerk

APPROVED AS TO FORM:

Todd Richardson, City Attorney

AGREEMENT FOR PROFESSIONAL SERVICES

This is an Agreement effective as of _____ (“Effective Date”) between the **City of Clarkston** (“Owner”) and **Keller Associates, Inc.** (“Consultant”).

Owner's Project, of which Consultant's services under this Agreement are a part, is generally identified as follows: **Clarkston 2018 Ecology Stormwater Design Grant Application** (“Project”).

The Owner and the Consultant agree to the following Project scope, schedule, and compensation:

SCOPE: Consultant’s services under this Agreement are generally identified as follows:

Prepare grant application, including necessary narrative attachments, for submission to the Washington Department of Ecology for design services funding for various stormwater projects throughout the City of Clarkston. Stormwater projects have been identified by the City of Clarkston and Asotin County, Washington.

SCHEDULE: The Agreement shall commence on the above written date. Consultant anticipates to complete its services to allow the City to submit the completed grant application to Ecology on or before October 15, 2018

COMPENSATION:

Basic Services. As compensation for services to be performed by Consultant, the Owner will pay Consultant a lump sum amount of **\$1,000.00 (One thousand dollars and 00/100).**

Additional Services. Compensation for performing Additional Services will be pursuant to a mutually agreed upon amendment to this Agreement.

In Witness Whereof, the parties hereto have executed this Agreement as of the date first above written. Owner further acknowledges that it has reviewed and accepted the attached Standard Terms and Conditions.

OWNER: City of Clarkston _____
Signature: _____
Name: Monika Lawrence
Title: Mayor
Address: 829 5th Street
Clarkston, WA 99403
Date: _____

CONSULTANT: Keller Associates, Inc. _____
Signature: _____
Name: Rod J. Linja
Title: President
Address: 131 SW 5th Avenue, Suite A
Meridian, ID 83642
Date: _____

STANDARD TERMS AND CONDITIONS

1. **CONTRACT** – This document constitutes the full and complete Agreement between the parties and supersedes all prior negotiations, representations or agreements, whether written or oral. The Agreement may be amended only if both parties specifically agree in writing to such amendment of the Agreement.
2. **INVOICES AND PAYMENT** – Owner will make payment within 30 calendar days of the invoice date. Consultant shall keep accurate records of expenses. If Owner contests an invoice, Owner shall advise the Consultant within 15 days of receipt of invoice of the specific basis for doing so, may withhold only that portion so contested, and shall pay the undisputed portion.

Interest. If payment is not received by the Consultant within 30 calendar days of the invoice date, Owner shall pay interest at a rate of 1½% per month (or the maximum allowable by law, whichever is lower) of the past due amount. Payments will be credited first to interest and then to principal.

Suspension. If the Owner fails to make payments when due, the Consultant may suspend performance of services upon five (5) calendar days' notice to the Owner. Owner agrees to indemnify and hold Consultant harmless from any claim or liability resulting from such suspension.

3. **DOCUMENTS** – All documents prepared or furnished by Consultant are instruments of service, and Consultant retains ownership and property interest (including the copyright and the right of reuse) in such documents. Owner shall have a limited license to use the documents in and for the Project subject to full payment for all services relating to preparation of the documents. The Owner agrees to obtain prior written agreement for any reuse or modifications of the instruments of service, and understands that any unauthorized use of the instruments of service shall be at the Owner's sole risk and without liability to the Consultant.
4. **STANDARD OF CARE** – The standard of care for all professional engineering and related services performed or furnished by the Consultant under this Agreement will be the care and skill ordinarily used by members of the subject profession practicing under similar circumstances at the same time and in the same locality. The Consultant makes no warranties, expressed or implied, under this Agreement or otherwise, in connection with the Consultant's services. Consultant shall exercise usual and customary professional care in its efforts to comply with applicable codes, regulations, laws, rules, ordinances, and such other requirements in effect as of the date of execution of this Agreement.
5. **CHANGES OR DELAYS** – The proposed scope of services, compensation, schedule, and allocation of risks reflect Consultant's understanding of the Project at the date of this Agreement. Costs and schedule commitments shall be subject to renegotiation for changed conditions, unreasonable delays caused by the Owner's failure, independent government agencies, acts of God, or causes beyond the reasonable control of Consultant. Where this occurs, changes in the Agreement shall be negotiated and an equitable adjustment shall be made.
6. **TERMINATION** – The Owner and Consultant may terminate this Agreement in whole or in part at any time by giving 30 days written notice thereof. The Owner shall promptly pay Consultant for all services rendered to the effective date of suspension of services, plus suspension charges, which shall include the cost of assembling documents, personnel and equipment, rescheduling or reassignment, and commitments made to others on the Owner's behalf.
7. **SUSPENSION OF SERVICES** – If the Owner suspends services of the Consultant for any reason for more than thirty days, the Consultant shall be reimbursed for expenses incurred due to suspension of services, including costs associated with rescheduling or reassigning personnel, and commitments made to others on Owner's behalf.
8. **INDEMNITY AND LIMITATION OF LIABILITY** – Owner and Consultant each agree to indemnify and hold the other (including their respective officers, directors, employees, agents, owners, shareholders, members, partners, sub-consultants, subcontractors, and representatives) harmless from and against liability for all claims, losses, damages and expenses, to the extent such claims, losses, damages, or expenses are caused by the indemnifying party's negligent acts, errors or omissions. In the event claims, losses, damages, or expenses are caused by the joint or concurrent negligence of Owner and Consultant, they shall be borne by each party in proportion to its negligence. Neither the Owner nor Consultant shall be liable for incidental, indirect or consequential damages. The Consultant's liability to the Owner and to all construction contractors and subcontractors on the Project, due to the Consultant's negligent acts, errors omissions, or breach of contractual obligations relating to or arising out of the Project shall not exceed *twice the Consultant's total fee*.

9. **OPINIONS OF COST** – Consultant’s opinions of probable cost represent Consultant’s judgment as an experienced and qualified design professional. Since Consultant has no control over the cost of labor, materials, equipment, or services furnished by others, or over the Owner’s and other contractor’s methods of determining prices, or over competitive bidding or market conditions, the Consultant cannot and does not guarantee that proposals, bids, or actual construction cost will not vary from opinions of probable cost prepared by the Consultant.
10. **CONSTRUCTION PHASE SERVICES** – If Consultant performs any services during the construction phase of the Project, Consultant shall not supervise, direct, or have control over Contractor’s work. Consultant shall not have authority over or responsibility for the construction means, methods, techniques, sequences or procedures or for safety precautions and programs in connection with the work of the Contractor. Consultant does not guarantee the performance of the construction contract by the Contractor and does not assume responsibility for the Contractor’s failure to furnish and perform its work in accordance with the Contract Documents.
11. **MISCELLANEOUS**

Right of Entry: Unless otherwise noted in the scope of work, the Owner shall provide for Consultant’s right to enter the property owned by the Owner and others in order to fulfill the services to be performed hereunder.

Dispute Resolution: Owner or its Contractor agree to notify Consultant of any claims against the Consultant within 10 days of discovery of any allegations, errors or omissions. Should a dispute arise, Owner and Consultant agree to negotiate disputes between them in good faith for a period of 30 calendar days from the date the dispute is raised in writing by either the Owner or Consultant. If the parties fail to resolve the dispute through negotiation, then the dispute shall be decided through non-binding mediation or other mutually agreed alternative dispute resolution technique. Fees and expenses for mediation shall be split equally between the parties. The Owner and Consultant agree non-binding mediation or other mutually acceptable dispute resolution technique shall precede litigation. This Agreement shall be governed by the laws of the State where the Project is located.

Hazardous Environmental Conditions: The scope of Consultant’s services does not include any responsibility for detection, remediation, accidental release, or services relating to waste, oil, asbestos, lead or other hazardous materials, as defined by Federal, State, and local laws or regulations. Consultant is not required to become an arranger, operator, generator, or transporter of hazardous substances, and shall have no responsibility for the discovery, handling, removal, disposal or exposure of persons to hazardous substances of any form.

Consultant Reliance: Consultant shall be entitled to rely, without liability or the need for independent verification, on the accuracy and completeness of any and all information provided by Owner, Owner’s consultants and contractors, information from public records, and information ordinarily or customarily furnished by others, including, but not limited to specialty contractors, manufacturers, suppliers, and publishers of technical standards.

Certifications: Consultant shall not be required to sign any documents that result in Consultant having to certify, warrant, or guarantee the existence of conditions whose existence Consultant cannot ascertain within its services for the Project.

Third Parties: Nothing contained in this Agreement shall create a contractual relationship with, or a cause of action in favor of, a third party against either the Owner or Consultant. Consultant’s services hereunder are being performed solely for the benefit of the Owner, and no other entity shall have any claim against Consultant because of this Agreement or Consultant’s performance of services hereunder.

Severability & Waiver: In the event any of these Contract Provisions are found to be illegal or otherwise unenforceable, the unenforceable Contract Provisions will be stricken, and those remaining Contract Provisions shall continue in full force and effect. The failure of either party of this Agreement to insist, in any one or more instances, upon the performance of any of the terms, covenants or conditions of this Agreement, shall not be construed as a waiver of such term, covenant or right.

Joint Drafting: The Parties expressly agree that this Agreement was jointly drafted, and that they both had opportunity to negotiate its terms and to obtain the assistance of counsel in reviewing its terms prior to execution. Therefore, this Agreement shall be construed neither against nor in favor of either Party, but shall be construed in a neutral manner.

ORDINANCE NO. 1606

AN ORDINANCE OF THE CITY OF CLARKSTON, WASHINGTON, AMENDING CMC CHAPTER 9.30.020, WHICH ESTABLISHES RATES FOR AMBULANCE TRANSPORTS PERFORMED BY THE CITY OF CLARKSTON.

WHEREAS, The City of Clarkston has established an ambulance transport service to provide emergency and non-emergency ambulance transport within the city limits of Clarkston; and

WHEREAS, fees will be charged to the users of the ambulance transport service;

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

Section 1.0

Chapter 9.30.020, establishing ambulance transport rates is hereby amended as follows:

Sections:

9.30.020 Ambulance Transport Rates

9.30.020 Ambulance Transport Rates.

The following rates are established for ambulance transports performed by the City of Clarkston, ~~effective April 10, 2016~~ effective November 1, 2018:

Emergency:

Basic Life Support (BLS)	\$472.50	\$490.00
Advanced Life Support (ALS)	\$630.00	\$650.00
Advanced Life Support 2	\$735.00	\$755.00

Local Interfacility: (within Clarkston, Asotin County, Lewiston) Between hospitals, discharge from hospital to extended care facility, shelter home or home, regardless of residency.

Basic Life Support (BLS)	\$252.00	\$260.00
Advanced Life Support (ALS)	\$383.25	\$395.00

Out-of-Area Transport: (within radius including Spokane, Coeur d'Alene, Walla Walla, Orofino, and Grangeville) Nonresident charge will be added for patients who are not a resident of Clarkston.

Basic Life Support (BLS)	\$472.00	\$490.00
Advanced Life Support (ALS)	\$651.00	\$670.00

Non-Resident Charge:

For patients who are not resident of the City of Clarkston \$100.00

Mileage Fee:

(Charges only as patient is transported.)

~~\$11.03~~ \$11.50 per mile

Oxygen:

\$ 35.00

Standby Time: (for medical convenience during medical testing) \$100.00 per hour
@ ½ hour increments

Special Event Standby: (events such as concerts, boat races,
martial arts contest, rodeo, etc.)
When using a rescue truck as the vehicle – Actual personnel cost including overtime, reserve
EMT/firefighter cost, volunteer point cost. \$ Actual Cost
When an ambulance is required – calculated on half-hour increments \$100.00 per hour

Supplies:
Supplies used in the delivery of emergency medical services that are not replenished by a
receiving medical facility shall be billed to the patient for the actual cost plus 10%.

Section 2.0

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

Section 3.0

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

DATED this 8th day of October, 2018.

Monika Lawrence, Mayor

Attest:

Approved as to Form:

Steve Austin, City Clerk

Todd Richardson, City Attorney

Publication Date: _____