

**CITY OF CLARKSTON  
CITY COUNCIL AGENDA  
829 5<sup>th</sup> Street  
MONDAY, AUGUST 28, 2017**

- 1. CALL TO ORDER: 7:00 P.M.**
- 2. PLEDGE OF ALLEGIANCE:**
- 3. AGENDA CHANGES:**
- 4. APPROVAL OF MINUTES:  
August 14, 2017 Regular Meeting**
  
- 5. COMMUNICATIONS:**
  - A. From the Public (Please limit comments to 3 minutes)**
  - B. From the Mayor**
  - C. From Staff or Employees**
  
- 6. COMMITTEE REPORTS:**
  - A. Finance – Audit Report on Current Bills (2 items for agenda)**
  - B. Public Safety – Did not meet (1 item for agenda)**
  - C. Public Works – Did not meet**
  - D. Administrative/Intergovernmental – Aug 28**
  - E. Community Development – Aug 17**
  - F. Outside Organizations – Health District, EMS Council, Valley Vision, PTBA, SEWEDA, MPO, Regional Stormwater, Lodging Tax Advisory**
  
- 7. UNFINISHED BUSINESS:**
  
- 8. NEW BUSINESS:**
  - A. School Resource Officer Agreement with Clarkston School District (Finance)**
  - B. Contract Agreement for Consulting Services (Finance)**
  - C. MOU with Fire Local 2299 (Public Safety)**
  
- 9. COUNCIL COMMENTS:**
  
- 10. QUESTIONS FROM THE PRESS:**
  
- 11. EXECUTIVE SESSION: NONE**
  
- 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**  
**August 14, 2017**

ROLL CALL: Belinda Campbell, John Murray, Brian Kolstad, Kelly Blackmon & Monika Beauchamp. Skate Pierce and Terry Beadles excused on motion by KOLSTAD/BEAUCHAMP  
STAFF: Chief Hastings, Chief Cooper, PWD Poole, Clerk Austin

**AGENDA CHANGES:**

**APPROVAL OF MINUTES:** Minutes of the July 24, 2017 Regular Meeting were approved as distributed.

**COMMUNICATIONS:**

**A. From the Public:**

Russ Evans, 404 8<sup>th</sup> Street

**B. From Mayor:** Mayor Lawrence deferred to City Attorney for statement regarding upcoming council vacancy. Richardson advised that once the vacancy is final, the City has 90 days to fill the position. The 90 day period will extend until November 30. In September, the City will begin accepting applications from interested citizens. Richardson recommended to wait until after the general election to make the selection, due to conflicts of interest and other issues that could arise.

**C. From Staff or Employees:** Nothing

**COMMITTEE REPORTS**

**Finance:** Councilmember Blackmon reported the bills were reviewed and approved for payment. Total expenditures for the August 14, 2017 period of \$439,459.61. MOTION BY BLACKMON/KOLSTAD to approve the bills as read. Motion carried.

**Public Safety:** Councilmember Campbell reported on the August 1 meeting: Public Safety discussed the MOU received from the Fire Union. Public Safety recommends that the council review this MOU at the August 28th council meeting.

**Public Works:** Councilmember Campbell reported she had no notes from the August 1 Meeting. PWD Poole advised that the TIB grant application was discussed as well as tonight's scheduled energy audit presentation.

**Admin Committee:** Councilmember Blackmon reported that an ordinance to increase business license was discussed. Proposed changes are \$75 fee for new and renewal applications beginning in 2018. There was also a discussion regarding a possible gambling tax reduction in 2019.

**Community Development:** Councilmember Beauchamp advised there was no meeting.

**Outside Organizations:** Councilmember Kolstad reported on the PTBA meeting. General Manager Jenny George had attended a conference in Everett. There was a discussion about elected officials in Clarkston and PTBA taking public transportation rides with constituents. The Freedom Pass was well used this summer by kids. There was discussion regarding grants for new buses. Mayor Lawrence reported on attending MPO meetings. There were two meetings, one with constituents from Idaho and Washington and the regular meeting. The director's position was reviewed and approved.

**UNFINISHED BUSINESS:** None

**NEW BUSINESS:**

**A. 2017 Street Maintenance Project Bid Award Authorization:** Motion to approve by BEAUCHAMP/CAMPBELL. PWD Poole advised that there was only one bidder, Poe Asphalt Paving. The bid was responsive for a total of \$182,875. PWD Poole recommended going with the base bid and 2 alternates, repair on Chestnut and 6<sup>th</sup> and scrub coat on several streets. If awarded, Poe Asphalt advised it will begin next week and be done by Friday. Councilmember Kolstad asked if it was normal to have only one bid. PWD Poole advised that only Poe and HERCO have equipment available to do the work. HERCO is working out of the area, and chose not to bid. PWD Poole advised that his estimate was low on the traffic control portion and that the bid was in line, but that amount was double his projection. He advised that there was \$110,000 in the budget for street maintenance, and the remaining balance would be drawn from the TBD funds. Councilmember Murray asked which streets will receive the scrub coat. PWD Poole advised that there would be Burns street from Poplar to Maple, 1200-1300 block of 7<sup>th</sup> Street, a small area around 1149 8<sup>th</sup> Street. There will also be the 1000-1100 block of McCarroll Street, 11<sup>th</sup> Street from Diagonal to Chestnut, and 1328-1346 8<sup>th</sup> Street. Motion carried.

**B. Presentation on Energy Audit – Apollo Solutions Group.**

PWD Poole introduced Scott Lewis from Apollo Solutions. Lewis gave a presentation on energy savings for the City. Apollo is an energy savings performance contractor. They review services to see if there are areas that can benefit from their service. The presentation was sent to Public Works for further exploration.

**COUNCIL COMMENTS:** Councilmember Kolstad congratulated Richard Hayward for winning the Tribune Snapshot Contest. Mayor Lawrence also advised her grandson was one of the eight finalists. Councilmember Campbell asked how the National Night Out went. Chief Hastings advised it was well attended for being over 100 degrees on a hot smoky day. There were a lot of participants to explore the many booths set up. It was a success.

**PRESS QUESTIONS:** No questions from the press.

**EXECUTIVE SESSION:** None.

**ADJOURNMENT:**

Meeting adjourned at 7:47p.m.

\_\_\_\_\_  
Steve Austin, City Clerk

\_\_\_\_\_  
Monika Lawrence, Mayor

Total Fund Expenditures, 8/14/17	Ck # 64528-64607	\$140,852.13
Payroll, 8/05/17	Ck # 64407-64425	\$298,607.48

## SCHOOL RESOURCE OFFICER AGREEMENT

THIS AGREEMENT made and entered into on August 28, 2017, by and between CLARKSTON SCHOOL DISTRICT NO. J250-185, hereinafter referred to as the "School District" and CLARKSTON POLICE DEPARTMENT, hereinafter referred to as the "Police Department".

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

### ARTICLE I.

School Resource Office Program is hereby established in the Public School System of Clarkston, Washington, from August 1, 2017, to July 31, 2018.

### ARTICLE II.

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

#### A. Sites:

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

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

#### B. Schedule:

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

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

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

C. Duties of the School Resource Officer:

1. SRO responsibilities:

- a. The SRO may act as an instructor for specialized, short-term programs at the school (when invited to do so by the principal or member of the faculty), if available, with School District approval;
- b. The SRO may attend, when available, parent/staff meetings to solicit support and understanding of the program;
- c. The SRO may make himself available for conferences with students, parents, and staff members in order to assist them with law enforcement or crime prevention related issues;
- d. The SRO shall become familiar with all community agencies which offer assistance to the youth and their families;
- e. When available, the SRO shall participate in monthly CORE Team and Elementary Support meetings;
- f. The SRO shall assist the School District and/or principals in developing plans and strategies to prevent and/or minimize dangerous situations as well as review protocols with District Administration;
- g. The SRO shall become familiar with the emergency plans of the school district and individual buildings;
- h. The SRO shall maintain detailed and accurate records of the operation of this program as agreed upon by District Administration. This report will include:
  - i. A log describing professional development and training;
  - ii. A log describing classroom presentations:  
date, school, grade, curriculum, number of students;
  - iii. A log describing presentation to district personnel:  
date, audience, topic;

- iv. A log describing student contact:  
month, school, grade, situation;
- v. A log describing participation in community and school district committees:  
month, description
- i. The SRO shall be familiar with the school district policies and school building procedures relating to discipline, however, the SRO shall NOT act as a school disciplinarian;
- j. Should it become necessary to conduct formal police interviews with the students, the SRO shall adhere to school district policy, police policy, and legal requirements with regard to such interviews;
- k. The SRO shall take law enforcement action as required. The SRO shall make the principal or his designee aware of such action as soon as possible. When it is appropriate, the SRO will inform the district Superintendent or designee of the action taken;
- l. The SRO is not to be used for regularly assigned lunchroom duties, hall monitoring or other monitoring;
- m. The SRO or other assigned officer shall conduct the School District's Annual Safety Audit, in collaboration with School District's Maintenance Department, will monitor the school safety requirements as outlined in SB 5097, in order to ensure all buildings are in compliance.

### ARTICLE III.

#### A. Duties of the School District.

1. The School District shall provide to the full-time SRO the following materials and facilities which are deemed necessary to the performance of the SRO's duties:

- a. Office space to include a desk and telephone;
- b. A cell phone to conduct school business;
- c. A file cabinet which can be properly locked and secured;
- d. Office supplies as needed to perform SRO's duties;
- e. Access to a computer for word processing, data collection and e-mail.

### ARTICLE IV.

**A. Financing of the SRO:**

The School District shall pay to the Police Department \$76,276.60 for 180 eight (8) hour days worked between August 1, 2017 and July 31, 2018. This will be paid to the Police Department in eleven (11) monthly payments, the first being paid on October 31, 2017, and the last being paid on September 30, 2018. The Police Department will submit monthly invoices to the School District. Upon receipt of the monthly invoice and the SRO's monthly time sheet, informational logs and any other grant data, payment will be issued. The payment will be pro-rated to the number of eight (8) hour days worked in the month.

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

**ARTICLE V.**

**A. Employment status of the SRO:**

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

**ARTICLE VI.**

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

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

2. In the event that the SRO feels that the School District is not abiding by its agreement or a situation exists that is not resolved by communicating with building principals, the SRO will notify the Police Chief. If the Police Chief deems necessary, a written notification will be sent to the Superintendent of the School District.

Within a reasonable time after receiving said written notification, the Superintendent will investigate the complaint or dissatisfaction and work with the Police Chief to achieve a mutually agreed upon solution.

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

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

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

**B. Good Faith:**

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

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

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

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

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

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

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

CLARKSTON SCHOOL DISTRICT

CLARKSTON POLICE DEPARTMENT

By: \_\_\_\_\_  
Superintendent

By: \_\_\_\_\_  
Mayor

Dated signed: \_\_\_\_\_  
\_\_\_\_\_

Date signed: \_\_\_\_\_

## **CONTRACT FOR PROFESSIONAL CONSULTING SERVICES**

The City of Clarkston, Washington  
and  
Vickie Storey

This contract entered into between the City of Clarkston, Washington hereinafter called "City" and Vickie Storey, hereinafter called "Contractor" is effective August 28, 2017. That for and in consideration of the mutual promises and covenants exchanged herein, the parties agree as follows:

### **ARTICLE I – SERVICES**

The City is of the opinion the Contractor has the necessary qualifications and abilities to provide consulting services to the City of Clarkston.

The Contractor is agreeable to providing such consulting services to the City on the terms and conditions set out in this Agreement.

In Consideration of the matters described above and the mutual benefits and obligation set forth in this Agreement, the receipt and sufficiency of which consideration is hereby acknowledged, the Contractor and the City agree as follows:

1. The City of Clarkston agrees to engage the Contractor to provide the following consulting services:  
Operational functions of the Clerk/Treasurer's Office
2. The services will also include any other tasks which the parties may agree.

### **ARTICLE II – INDEPENDENT CONTRACTOR**

Contractor further acknowledges that she is not considered an affiliate or subsidiary of the City and is not entitled to any employment rights or benefits.

Contractor recognizes and acknowledges that this Agreement creates a confidential relationship between Contractor and the City, that information concerning the City's business affairs, customers, vendors, finances, properties, methods of operation, computer programs, and documentation, and other such information, whether written, oral, or otherwise, is confidential in nature. All such information concerning the City of Clarkston is hereinafter collectively referred to as "Confidential Information." Contractor agrees to follow City of Clarkston procedures and otherwise take all reasonable precautions for the protection of Confidential Information.

Contractor agrees that her work product produced in the performance of this Agreement shall remain the exclusive property of the City, and that she will not sell, transfer, publish, disclose or otherwise make the work product available to third parties.

**ARTICLE III – CONSIDERATION**

In consideration of the Contractor’s performance hereunder, the City shall pay the sum of \$35 Dollars per hour. Payments shall be beginning August 28, 2017. Payments shall be after services are rendered.

In providing services under this Agreement it is expressly agreed that the Contractor is acting as an independent Contractor and not as an employee. The Contractor and the City acknowledge that this Agreement does not create a partnership or joint venture between them, and is exclusively a contract for service. The City is not required to pay, or make any contributions to, social security, Medicare, local, state or federal tax, unemployment compensation, workers’ compensation, insurance premium, pension or any other employee benefit for the Contractor during the Term. The Contractor is responsible for paying and complying with reporting requirements for, all local, state and federal taxes related to payments made to the Contractor under this Agreement.

**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 – TERM OF CONTRACT**

This contract shall be effective beginning with August 28, 2017 through December 31, 2017. However, either party may terminate this agreement upon 30 days written notice.

Contractor:

City of Clarkston:

\_\_\_\_\_  
Vickie Storey

\_\_\_\_\_  
Monika Lawrence, Mayor

811 3rd Street  
Clarkston, WA 99403  
Phone: 208-305-2544

\_\_\_\_\_  
Steve Austin, City Clerk/Treasurer

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

MEMORANDUM OF UNDERSTANDING

By and Between

The City of Clarkston, Washington

And

The International Association of Firefighters  
Local 2299

July 27, 2017

COPY

The City of Clarkston (hereinafter "the Employer") and the IAFF local 2299 (hereinafter "the Local"), in exchange for the mutual promises contained herein, agree as follows:

1. The Employer will immediately return to 12 person staffing with the 11<sup>th</sup> and 12<sup>th</sup> positions being filled with reserves. The employer is not required to pay overtime;
2. On January 1, 2018 the 11<sup>th</sup> position will be filled with a regular, full time employee;
3. On January 1, 2019, the 12<sup>th</sup> position will be filled with a regular, full time employee;
4. Upon execution of this agreement, the Local will dismiss ULP 28663-U-14 with prejudice;

Dated this \_\_\_\_\_ Day of July, 2017

\_\_\_\_\_  
For the City of Clarkston

  
\_\_\_\_\_  
For Local 2299 7/27/17