

**CITY OF CLARKSTON
CITY COUNCIL AGENDA
829 5th Street
MONDAY, OCTOBER 22, 2012**

- 1. CALL TO ORDER: 7:00 P.M.**
- 2. PLEDGE OF ALLEGIANCE:**
- 3. AGENDA CHANGES:**
- 4. APPROVAL OF MINUTES:
October 8, 2012 Regular Meeting**

- 5. COMMUNICATIONS:**
 - A. From the Public (Please limit comments to 3 minutes)**
 - B. From the Mayor**
 - C. From Staff or Employees**

- 6. COMMITTEE REPORTS:**
 - A. Finance – Audit Report on Current Bills**
 - B. Public Safety – 10/16**
 - C. Public Works – 10/17**
 - D. Administrative/Intergovernmental – 10/22**
 - E. Community Development – no meeting**

- 7. UNFINISHED BUSINESS:**

- 8. NEW BUSINESS:**
 - A. Stormwater Budget Discussion, Cheryl Sonnen (PW)**
 - B. Resolution No. 2012-10, Surplus Tarpots (PW)**
 - C. Authorize STOP Grant Application (PS)**
 - D. Authorize Police Equipment Grant Application (PS)**
 - E. EMS Field Internship Agreement with LCSC (Admin)**

- 9. COUNCIL COMMENTS**
- 10. MEDIA QUESTIONS**

- 11. 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
October 8, 2012

CALL TO ORDER: Mayor Warren, 7:00 P.M.

COUNCIL:

<input checked="" type="checkbox"/> Beadles	<input checked="" type="checkbox"/> Nash
<input checked="" type="checkbox"/> Provost	<input checked="" type="checkbox"/> Baumberger
Smith, absent	<input checked="" type="checkbox"/> Blackmon
<input checked="" type="checkbox"/> Manchester	

STAFF:

<input checked="" type="checkbox"/> Chief Hastings	<input checked="" type="checkbox"/> Chief Cooper	<input checked="" type="checkbox"/> PWD Martin
<input checked="" type="checkbox"/> Clerk Storey	<input checked="" type="checkbox"/> City Attorney Grow	

AGENDA CHANGES:

APPROVAL OF MINUTES: MOTION BY BEADLES/NASH to approve the minutes of the September 24, 2012 Regular Meeting. Motion carried.

COMMUNICATIONS:

A. From the Public

B. From the Mayor

C. From Staff

PWD Martin gave a brief update on progress on the Public Safety Building. The City has contracted with Horizon Roofing to make repairs to the roof that are required to obtain a system warranty from the manufacturer.

Chief Cooper reported that the high school had requested permission for a homecoming bonfire. The state has placed a total burn ban statewide, so the bonfire will not be allowed this year.

COMMITTEE REPORTS:

Finance Committee:

Councilmember Provost reported all bills have been audited and approved. MOTION BY PROVOST/BEADLES to authorize payment of the bills, total expenditures for October 8, 2012 of \$730,473.63. Motion carried.

Provost said committee discussed a change in phone services. Committee would like to have Kerry Cox come answer some questions about the proposed service prior to making a recommendation.

Provost said PWD Martin answered questions regarding the two items that were tabled at the previous meeting and they will be addressed under Unfinished Business.

Public Safety: Councilmember Beadles WalMart has asked for officers to work off-duty on Black Friday. It appears that is possible, but there may not be staff available that are willing to cover the shifts.

Beadles said Chief Cooper discussed budgeting for a new fire engine. Committee recommends that the Chief apply for a grant again to cover the purchase. If a grant is not awarded council will have to consider a budget amendment next year. Chief Cooper said that applying for a grant will delay the purchase and the cost increases 4 – 6% every year. He would like to have more discussion during the budget process. Councilmember Provost asked if Cooper thinks the city has a chance for grant funding. Cooper said he has not seen any awards for vehicles yet in this round, but it is early yet. He also said that the age of our fleet may make us look less in need than other entities.

Public Works Committee: No meeting.

Admin Committee: Councilmember Manchester said there were no issues to discuss.

Community Development: Councilmember Beadles said the committee recommends the mayor sign a proclamation for DECA week. Michelle Peters discussed future plans to build a new visitor center.

UNFINISHED BUSINESS:

A. Authorization for 8th & Poplar Stormwater Project

PWD Martin explained that the intersection under consideration is a flat intersection and when it rains the sidewalk and handicap ramp is impacted. This project would be funded with capital improvement reserves in the Stormwater Fund and billed directly to the Stormwater Fund. Martin is asking approval for contracting with McCalls' Classic to install the catch basins and drywell.

MOTION BY NASH/BEADLES to remove this item from the table. Motion carried. MOTION BY NASH/BEADLES to approve the agreement with McCalls Classic Construction to install the catch basins and dry well. City Attorney Grow asked if there are drawings and plans for the project with elevations and addressing the paving. Martin said it will be built to the existing elevation. Back paving will be done by the contractor.

Beadles said he hopes we don't get a big change order like we did on a project at 13th & Sycamore. He also commented that the city has too many lots that are below street level. The city should require that new construction not be allowed below grade to eliminate drainage issues.

Baumberger said the city has standards for these projects that have to be complied with. Motion carried.

B. Agreement with Riedesel Engineering, Stormwater Project

MOTION BY NASH/BLACKMON to remove this item from the table. Motion carried.

PWD Martin explained that the City has received a grant from Department of Ecology to make improvements to the storm water system. The City also has a grant from the Transportation Improvement Board for a **street** improvement project for 12th Street between Chestnut and Highland. Martin explained that staff went through an RFQ process last spring and chose Riedesel as our consulting engineer for various projects. He said those two projects were part of the proposal and asked for permission to negotiate an agreement for the TIB project also.

MOTION BY NASH/BAUMBERGER to approve the agreement with Riedesel for the Stormwater Bubble Up project. Beadles asked what this project involves. Martin explained that it is basically a stormwater relocation project. Drywells will be placed to retain water so it will absorb into the soil with bubble-ups that will allow overflow to flow down the street to the next drainage facility.

Beadles commented that one of the principal employees of Riedesel is an elected official in an entity who has been opposed to mutual aid agreements. Beadles feels that position is derogatory to the citizens of Clarkston. Martin said this individual is not involved in any of the City's projects. Beadles said the City should be cognizant of working with people who are not friendly with the City. Motion carried.

MOTION BY BEADLES/PROVOST to authorize Martin to negotiate with Riedesel on the 12th Street TIB Project. Motion carried.

NEW BUSINESS

A. Proclamation, DECA Week

MOTION BY BEADLES/NASH to authorize the mayor to sign the proclamation. Clerk Storey read the proclamation. Motion carried.

COUNCIL COMMENTS:

Councilmember Nash commented that it is a shame the bonfire will not be allowed. He hopes they come up with another event to celebrate homecoming. Chief Cooper said they may do the bonfire in conjunction with the Golden Throne event.

MEDIA QUESTIONS:

ADJOURNMENT:

Meeting adjourned at 7:25 p.m.

Vickie Storey, City Clerk

Kathleen A. Warren, Mayor

Total Fund Expenditures 10/8/12	CK# 51962,63, 52027-52120	\$475,950.68
Total Payroll, 9/30/12	CK #51964-52026	\$254,522.95

DRAFT

Public Safety Committee

October 16, 2012

Present: Chief Hastings, Chief Cooper, Captain Rolin Heytvelt, Bill Provost, Larry Baumberger, Terry Beadles

Chief Cooper presented a recap of history on mutual aid in the valley. This will be used for future mutual aid discussions as a reference point.

We discussed the pending ambulance proposal that will be received soon from Lewiston.

Chief Hastings discussed the application for the STOP grant which is used to fund victim services. The committee recommends that the council approve the STOP grant application for 2013. This will be an agenda item.

The Chief recommends that video equipment be purchased for two patrol cars through the funds accumulated in the drug enforcement account.

There is funding for patrol car equipment available through a Traffic Safety Grant, which the committee recommends that we apply. Council approval is needed to apply for the Traffic Safety Grant; this will be an agenda item.

Public Works Committee
10/17/12

1. We would like to surplus out two tarpots. We can get \$800 or a like amount of credit for them.

AGENDA ITEM

2.The WWTP upgrade is under way. We can get progress reports every two weeks if anyone would like them.

3.StormWater budget was discussed.

AGENDA ITEM

RESOLUTION NO. 2012-10

A RESOLUTION DECLARING TAR POTS SURPLUS AND AUTHORIZING DISPOSITION OF SAID PROPERTY.

WHEREAS, RCW 35A.11.010 provides authorization for code cities to obtain and dispose of real and personal property; and

WHEREAS, the City of Clarkston is in possession 2 tar pots which are surplus to the City's needs; and

WHEREAS, the City has been offered \$400 for each tar pot in cash or merchandise trade by Arrow Equipment; and

WHEREAS, the City Council has deemed said property to be surplus and believes the best means of disposal is to transfer to Arrow Equipment for the stated value;

NOW THEREFORE, IT IS HEREBY RESOLVED that the City Council of the City of Clarkston, State of Washington, does hereby declare the aforementioned property to be surplus and authorizes the Public Works Director to transfer the listed items to Arrow Equipment for a total of \$800.00 in cash or merchandise trade.

DATED this 22nd day of October, 2012

Kathleen A. Warren, Mayor

Vickie Storey, City Clerk

Joel Hastings

From: Granbois, Anita (COM) [anita.granbois@commerce.wa.gov]
Sent: Friday, October 05, 2012 7:45 AM
To: Joel Hastings; clarkstoncity@cableone.net
Subject: FFY 2012 STOP Grant Renewal Application
Attachments: Final Formula Distribution 2012.pdf; STOPRenewal2012-Criminal Justice_pub_0001.pdf; _Certification_.htm

Importance: High

Attached is the STOP Grant Renewal Application for FFY 2012 funding. Your current STOP Grant ends December 31, 2012. This renewal application will continue your activities at the current level of funding for the next grant period of January 1, 2013 through December 31, 2013. Also attached is the funding distribution chart for your reference.

Our goal in this electronic application is to make the process quicker and easier for you. If you have any questions or need assistance with the application, please don't hesitate to contact me. Before you select the "Submit by Email" button at the top of the application, please print a copy of the completed application ("Print Form") for your files. Your application may be submitted any time prior to the due date of Friday, November 16, 2012; however, no application will be accepted after November 16th without prior written approval from OCVA.

Thanks,

Anita Granbois
Program Coordinator
Violence Against Women Program
Office of Crime Victims Advocacy
Phone: 360.725.2892 or 866.857.9889
Anita.granbois@commerce.wa.gov

NOTE: My office hours are Monday thru Friday, 6:30am to 3:00pm. I will be out of the office on Friday, October 5th. Don't panic if you need assistance with this application – we can work on it next week or later.

MEMORANDUM OF AGREEMENT

FFY 2012 STOP Grant Renewal Application for Funding

Note: A renewal application that includes more than one agency receiving funds requires this attachment to be completed.

This Memorandum of Agreement (MOA) is entered into by

_____ *Enter Agency Name*

(hereinafter referred to as the lead administrative agency)

and

_____ *Enter Subgrantee Name*

(hereinafter referred to as the non-lead agency/agencies).

ROLES AND RESPONSIBILITIES

The lead administrative agency agrees to:

- * Be responsible for administering the grant which includes, but is not limited to, negotiation of the grant and any subsequent amendments, request for reimbursements and submission of all required reports to the Office of Crime Victims Advocacy (OCVA) in a timely manner.
- * Maintain proper accounting systems to keep function area funds separate.
- * Monitor the implementation and progress of the scope of work as indicated in this application and future grant and amendments.
- * Monitor the grant budgets with the understanding that all funds must be spent by the end of the grant period and unspent funds are returned to the statewide pool.
- * Provide non-lead agencies with information related to the STOP Grant, including a copy of the grant and subsequent amendments.
- * Assist non-lead agencies to ensure completion of their STOP Grant activities.
- * Attend STOP Grant Coordinated Community Response Team meetings necessary to the implementation of STOP Grant activities.

The non-lead agency will:

- * Fulfill the duties listed in the grant's scope of work for this agency.
- * Provide the lead administrative agency with the timely submittal of billing documentation, necessary reports and statistics, and other information needed to administer the grant.
- * Comply with the American Disabilities Act.
- * Assist the lead administrative agency in monitoring the progress of the STOP Grant activities.
- * Attend STOP Grant Coordinated Community Response Team meetings necessary to the implementation of STOP Grant activities.

MEMORANDUM OF AGREEMENT

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APPROVAL

We, have read and agree with this MOA. We have also reviewed and approve the proposed activities and budgets pertaining to the STOP Grant activities described in this renewal application and received a copy for our files.

Lead Administrative Agency Name

Name of Authorized Representative/Title

Non-Lead Agency Name

Name of Authorized Representative/Title

Non-Lead Agency Name

Name of Authorized Representative/Title

Non-Lead Agency Name

Name of Authorized Representative/Title

Joel Hastings

From: gtwo-bounce@waspc.org
Sent: Monday, October 08, 2012 12:13 PM
To: jhastings@clarkstonpolice.org
Subject: [WASPC MEDIUM PRIORITY] FFY 2012-2013 Traffic Safety Grants



Get The Word Out

Please don't reply to this message! This mailbox is not monitored.

DATE: October 8, 2012
TO: WASPC Police Chiefs, Sheriffs, and Tribal Police
FROM: Mitch Barker, WASPC Executive Director
SUBJECT: FFY 2012-2013 Traffic Safety Grants

Effective October 1, 2012, grants are now available to law enforcement agencies in the following areas: **Equipment & jurisdictional grants.**

An agency may only submit one request letter per grant type. You must combine all equipment needs into one of equipment may be requested in one application.

Please review the list below for information on maximum awards **per unit** for specific equipment:

Lidar Radar: \$3,000
Radars: \$1,000
Handheld Radars: \$799
FST: \$500
Regular In-Car Video System: \$1,000
Rear Antenna: \$400
Digital In-Car Video System: \$2,500
Scanner (Sector): \$255
Printer (Sector): \$400

Each grant application must include the following: request letter, signed agreement form and a vendor bid. The vendor must be stapled to the request letter and sent to:

WASPC
Attn: Traffic Grants
3060 Willamette Dr. NE Suite 200
Lacey, WA 98516

Grant applications must be **POSTMARKED**, by Friday, December 14, 2012. All applications received after the dead

FIELD INTERNSHIP CLINICAL EDUCATION AGREEMENT

NOVEMBER 1, 2012 – OCTOBER 31, 2014

This Clinical Education Agreement ("Agreement") is entered into this 1st day of November, 2012 (the "Effective Date"), between Lewis-Clark State College, hereinafter "School" and Clarkston Fire Department hereinafter "Agency".

1. Purpose

Agency is willing to provide clinical education experience to students of School in accordance with the terms of this Agreement. School desires to use Agency as an opportunity for its Emergency Medical Service (EMS) students to obtain clinical learning experience as required by its curriculum.

The consideration for this Agreement is the mutual promises contained in this Agreement and the mutual benefits expected from entering into this Agreement.

2. Recitals

WHEREAS, Clarkston Fire Department is an agency providing Paramedic Level EMS services, and ML2 is a consortium consisting of the Moscow Volunteer Fire Department, Lewiston Fire Department (LFD), and Lewis-Clark State College (LCSC), which has been organized for the purpose of providing EMS training and education for its member agencies; and

WHEREAS, each of the parties herein have an interest in providing training for EMS students in order to provide advanced life support (ALS) and Basic EMS services throughout the region; and

WHEREAS, ML2 classes are approved by the Idaho Emergency Medical Services Bureau and approved, administrated, and supervised by LCSC Workforce Training;

WHEREAS, the ML2 program is currently seeking national accreditation through the Committee for the Accreditation of Educational Programs for Emergency Medical Services Professionals;

WHEREAS, the current ML2 training classes have progressed well, with students who are ready to augment their classroom and lab education and training by spending clinical time with real patients; and

WHEREAS, ML2 would like to expand the educational and training opportunities available to its students through interaction with, and observation of, Clarkston Fire Department's organization and staffing;

WHEREAS, this Agreement creates a mutually beneficial solution for all parties involved;

Responsibilities of the Agency

2.1. Clinical Instruction. Agency shall provide suitable clinical experience for students as prescribed by School's curriculum, chief officer, medical director and participating medical service providers as provided and in accordance with any written objectives provided by School to Agency. Services will be provided in compliance with the directions of Agency, Agency manuals, policies and procedures, the standards and recommendations of the Committee for the Accreditation of Educational Programs for Emergency Medical Services Professionals, the applicable standards of relevant professional societies, and applicable local, state and federal regulations. No clinical education shall be offered by Agency personnel with respect to procedures that are contrary to its' mission and core values. Students will be assigned to Agency upon the mutual agreement of Agency and School. Agency will inform appropriate personnel about the role of students and provide identification or security clearances, where appropriate. Agency retains full responsibility for the care of its patients. Students will receive no monetary compensation under terms of this Agreement, and are not deemed an employee under Worker's Compensation statutes. The students will have the status of students and will not replace Agency personnel in providing care to Agency patients.

2.2. Agency Personnel. Agency will designate appropriate personnel to precept the student's clinical learning experience. This will involve planning between responsible School faculty and designated Agency personnel for the assignment of students to specific clinical cases and experiences.

2.3. Inspection. Agency will permit, on reasonable request, the inspection of clinical and related facilities by agencies charged with responsibility for accreditation of the School.

2.4. Exclusion of Students. Agency reserves the right to terminate the participation of any student who is not complying with applicable Agency policies, procedures or directions from Agency personnel or physicians involved in the clinical education program or who is deemed by Agency not to have adequate qualifications or ability to continue in the program, or the health of the student does not warrant a continued participation at Agency, or whose conduct interferes with the proper operation of Agency.

2.5. Emergency Care. Agency shall provide necessary emergency care or first aid required by an accident occurring at Agency for students participating under the terms of this Agreement, and, except as herein provided, Agency shall have no obligation to furnish medical or surgical care to any student. The student bears responsibility for the cost of such care as well as any follow-up care. If the student is exposed to infectious disease while in clinical experience at Agency, Agency will conduct initial follow-up. Long-term follow-up is the responsibility of the student.

2.6. Regulations. Agency will provide the student with access to the written regulations that will govern the student's activities while at Agency.

2.7. Medical Direction. Agency will provide medical direction via the Medical Director.

3. Responsibilities of the School

3.1. Medical Direction. School will provide medical direction via the medical control physician for the EMS training program.

3.2. Clinical Experiences. It shall be the responsibility of the EMS Director of the School, after consultation with Agency, to help plan the clinical educational program for student clinical experiences. Faculty will have the final responsibility for assigning student grades.

3.3. Program Description. School will provide Agency with a regular announcement or description of the program, curriculum and objectives to be achieved at Agency.

3.4. Student Compliance. School will use reasonable care to cause students to abide by the policies of Agency while using Agency facilities, including policies related to confidentiality of patient information. School shall immediately report any errors in accordance with Agency procedures. School will use reasonable care to prevent students from copying or removing confidential information from Agency premises. Students will be expected to conduct themselves in a professional manner; their attire as well as their appearance will conform to the accepted standards of Agency and School. School will ensure that all participating EMS students arrive for training in clearly identifiable uniforms, and require that they are presentable and professional in appearance. School will provide students education regarding universal precautions, blood-borne pathogens, and other appropriate OSHA standards prior to coming to Agency.

3.5. HIPAA. School will ensure that all participating EMS students have had training regarding HIPAA and other applicable medical record confidentiality laws, and that they have experience or knowledge regarding the maintenance of patient care records and patient confidentiality.

3.6. Student Qualifications. School will assign to Agency only those students who have satisfactorily completed the prerequisite didactic and skill portion of the School's curriculum. Students are not allowed to perform any procedure, administer any medications, or take the lead on patients until they have been tested for competency on each skill and approved by ML2 faculty.

3.7. Student Health. School will require students to have up-to-date immunizations for Hepatitis B, Tetanus/Diphtheria and Pertussis (Tdap), Varicella, and MMR or will have on file, records of titer results (Varicella, MMR). School will require students to demonstrate either a negative skin test or chest x-ray for Tuberculosis before beginning the clinical education program. School will allow students to sign Declination of Immunization forms for required immunizations. **If agency requirements for immunization differ from School, School will be notified by Agency; students will adhere to Agency requirements.**

3.8. Scheduling. School will identify all participating paramedic students on a roster provided before clinical times are scheduled. Paramedic students will schedule clinical times on the Fisdap online tracking system. School will provide orientation on the Fisdap system to staff and/or participating medical service providers as needed.

3.9. Additional. School will support the clinical training program with additional documentation such as rosters, evaluation forms, schedules, and skill sheets as appropriate.

3.10. Pre-Placement Checks. School agrees to request a criminal background check. School policies will be followed. School acknowledges placement of each student at Agency is contingent upon provision of such criminal background check results dated not more than one (1) month prior to commencement of the educational program.

3.11. Insurance. School's liability coverage is provided through a self-funded liability program administered by the State of Idaho Risk Management Program. Limits of liability are \$500,000 per occurrence, which amount is School's limit of liability under the Idaho Tort Claims Act specified in Idaho Code 6-901 through 6-929.

Students are covered under a student errors and omissions policy with coverage of \$1,000,000 per occurrence and \$3,000,000 aggregate while at the Agency.

Responsibility. Neither party assumes any responsibility to the other party for the consequences of any act or omission of any person, firm or corporation not a party to this Agreement. Neither party to this Agreement shall be considered the agent of the other party.

4. Term and Termination.

5.1 Term. This Agreement will be in effect for two (2) years, beginning November 1, 2012 and ending October 31, 2014.

5.2 Termination. That either party may terminate this MOA with thirty (30) days' written notice to the other party; provided that if training is ongoing on the effective date of termination, this MOA shall not be deemed terminated until the conclusion of such training.

5. Nondiscrimination.

Agency and School agree that neither will discriminate in the performance of this Agreement against any individual on the basis of age, sex, race, color, religious belief, national origin or physical handicap. Students must be capable of meeting performance standards of the ML2 program. Reasonable accommodation can be made for some disabilities. However, students are expected to perform in a reasonably independent manner.

6. Non-assignability.

Neither party may assign the rights or the duties of this Agreement without the prior written approval of the other party.

7. Notices.

When required by the terms of this Agreement, the parties shall give notice by personal delivery or by Certified Mail, return receipt requested, postage prepaid, and addressed as indicated below:

To School: Lewis-Clark State College
Workforce Training
Attn: Allied Health Coordinator
500 8th Avenue
Lewiston, ID 83501

College Contact: Patty Bowles, Allied Health Coordinator

Initial: ____Linda Stricklin, Director, Workforce Training
____Rob Lohrmeyer, Dean, Professional-Technical Programs

Chet Herbst, Vice President for Finance and Administration

Date

Lewis-Clark State College

Facility Contact: Steve Cooper, Chief

Clarkston Fire Department

520 6th St.

Clarkston, WA 99403

Signature

Date

