

**CITY OF CLARKSTON  
CITY COUNCIL AGENDA  
829 5<sup>th</sup> Street  
MONDAY, December 28, 2015**

- 1. CALL TO ORDER: 7:00 P.M.**
- 2. PLEDGE OF ALLEGIANCE:**
- 3. AGENDA CHANGES:**
- 4. APPROVAL OF MINUTES:  
December 14, 2015, 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 – December 15**
  - C. Public Works – no meeting**
  - D. Administrative/Intergovernmental – December 28**
  - E. Community Development – December 22**
  
- 7. UNFINISHED BUSINESS:**
  - A. Ordinance No. 1554, Repealing Ordinance No. TBD 002, \$20 Vehicle License Tab Fee 2nd Reading for Action**
  - B. Ordinance No. 1555, Budget Amendment, 2nd Reading for Action**
  
- 8. NEW BUSINESS:**
  - A. Appointment of Ethics Hearing Officer and Approval of Service Agreement**
  - B. Resolution No. 2015-15, 2016 Position Allocation List**
  - C. Contract for Public Defender, Neil Cox**
  - D. Zoning Matrix Amendment Recommendation from Planning Commission**
  - E. Interlocal Agreement with Asotin County for Jail Services**
  - F. Administer Oath of Office to Monika Lawrence and Skate Pierce**
  
- 9 COUNCIL COMMENTS**
- 10. 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. Please address your comments to the council.

Individuals with disabilities may request reasonable accommodations by calling (509) 769-0131 at least three days prior to meeting.

**CLARKSTON CITY COUNCIL MINUTES**  
**December 14, 2015**

**COUNCIL:**

- |  |   |  |
|--|---|--|
| <input checked="" type="checkbox"/> Beadles  | <input checked="" type="checkbox"/> Nash    | <input checked="" type="checkbox"/> Campbell |
| <input checked="" type="checkbox"/> Provost  | <input checked="" type="checkbox"/> Kolstad |  |
| <input checked="" type="checkbox"/> Blackmon |   |  |

**STAFF:**

- Chief Hastings    Chief Cooper    Clerk Storey    City Attorney Grow    PWD Martin

Belinda Campbell and Monika Beauchamp were administered the oath of office and seated at the council table.

**AGENDA CHANGES:** Councilmember Provost added an addendum to Unfinished Business to correct the effective date on the court contract.

**APPROVAL OF MINUTES:**

MOTION BY BEADLES/PROVOST to approve the minutes of the November 23, 2015, Regular Meeting. Motion carried.

**COMMUNICATIONS:**

**A. From the Public:**

Tom Martin, 421 11<sup>th</sup> Street, asked how Mr. Richardson can be appointed city attorney without conflict of interest as he is opposed to cannabis. He asked why a few of the council is pushing a dead horse in fighting cannabis. Martin commented on the amount of tax revenue he believes Pullman and Whitman County will receive and said some of that money should be coming to the city. He said both businesses have a license and those fees have not been refunded. He said the closing of the marijuana shops has hurt him because he cannot obtain the tincture that he uses.

Steve Porter, 928 9<sup>th</sup> Street, said he is a 502 license holder and producer and looks forward to changes with the new council.

Kelly Jackson, 1045 Liberty, said he received a letter from the City denying him a medical marijuana license. He said if he doesn't respond to it he hasn't done his obligations. He said everything in the letter is bogus and a new letter that is more accurate should be written. Jackson said his store opened in May and the City sent in an undercover police officer. Jackson accused the officer of vandalizing his building by putting out a cigar on the building and believes that is an ethics violation under the City's ethics code. Jackson said he has it all on film and it won't look good for the officer or the city. He said it is something that everyone should just want to have go away. He accused city attorney Richardson of sending the officer and stated that everyone involved will lose their jobs as a result.

James Evans, 1115 Highland, said there is a simple way for the ban to go away. He accused the council of tyranny and taking away the vote of the people. Evans commented on the dangers of alcohol and tobacco. He said a person has to present identification to just enter a marijuana store, but anyone can pick up a case of beer.

**B. From the Mayor:**

**C. From Staff:**

PWD Martin said he reported at the last meeting that the Sycamore Street project was completed, but neglected to ask for official acceptance of the project. MOTION BY BEADLES/BLACKMON to accept.

**COMMITTEE REPORTS:**

**Finance:** Councilmember Provost reported that committee has reviewed the bills. MOTION BY PROVOST/NASH to approve the November 30, 2015 invoices for \$1,159.63 and the December 14, 2015 invoices for \$715,472.18. Motion carried.

**Public Safety:** Councilmember Beadles reported on the December 1 meeting. Chief Hastings reported that an animal control officer has been hired, who is also a reserve officer and can provide backup if needed. Officers will be providing traffic control for the Christmas parade on the 5<sup>th</sup>.

Chief Cooper discussed the regional SCBA grant application. He is also working on a grant for thermal cameras. Cooper explained how firefighters work with displaced residents after a fire.

Dick Jones applied to continue serving on the Public Safety Committee.

**Public Works:** No meeting.

**Admin Committee:** Councilmember Nash reported that committee discussed the attorney contract with Mayor Warren and Mayor-elect Lawrence.

**Community Development:** Councilmember Nash said committee met on December 1. Clerk Storey explained the process to repeal the \$20 vehicle license fee. Department of Licensing needs about four months lead time to discontinue the billing. An ordinance to start the process is on the agenda.

Tricia York is a new citizen member on the committee. There was discussion on the responsibilities of the committee and ideas for future discussion.

**UNFINISHED BUSINESS:**

**A. Ordinance No. 1549, 2/10 Percent Sales Tax for TBD, 2<sup>nd</sup> Reading for Action**

Ordinance No. 1549 was read by title. MOTION BY NASH/PROVOST to adopt Ordinance No. 1549. Motion carried.

**B. Ordinance No. 1550, 2106 Budget, 2<sup>nd</sup> Reading for Action**

Ordinance No. 1550 was read by title. MOTION BY BEADLES/PROVOST to adopt Ordinance No. 1550. Motion carried.

**C. Ordinance No. 1551, Amend CMC 2.44, 2<sup>nd</sup> Reading for Action**

Ordinance No. 1551 was read by title. MOTION BY PROVOST/BEADLES to adopt Ordinance No. 1551. Motion carried.

**D. Ordinance No. 1552, Sewer Rates, 2<sup>nd</sup> Reading for Action**

Ordinance No. 1552 was read by title. MOTION BY NASH/BEAUCHAMP to adopt Ordinance No. 1552. Motion carried.

**E. Ordinance No. 1553, Sanitation Rates, 2<sup>nd</sup> Reading for Action**

Ordinance No. 1553 was read by title. MOTION BY PROVOST/BEADLES to adopt Ordinance No. 1553. Motion carried.

**F. Addendum to District Court Contract**

Clerk Storey explained that council had previously approved a new contract with Asotin County for district court services and agreed that the new rate would be effective January 1, 2015. However, the agreement presented and signed did not include an effective date. Storey brought that to the attention of the county commissioners and this addendum adds the effective date. MOTION BY PROVOST/NASH to approve the addendum to the district court contract. Motion carried.

**NEW BUSINESS:**

**A. Reappoint Dick Jones to Public Safety Committee**

MOTION BY BEADLES/ PROVOST to appoint Dick Jones to Public Safety Committee for 2016. Councilmember Beauchamp asked if Jones was the only applicant. He is the only applicant, however there is not a limit to the number of citizen representatives who could serve. Motion carried.

**B. Ordinance No. 1554, Repealing Ordinance No. TBD 002, \$20 Vehicle License Tab Fee, 1<sup>st</sup> Reading**

Ordinance No. 1554 was read by title.

**C. Ordinance No. 1555. Budget Amendment, 1<sup>st</sup> Reading**

Ordinance No. 1555 was read by title.

**D. Contract for Professional Services, The Wesley Group**

MOTION BY PROVOST/BEADLES to approve the contract with The Wesley Group. Provost commented that the fee is not increasing. Motion carried.

**E. Mayor's Appointment & Contract for Professional Services, City Attorney**

Mayor Warren reported that based on experience and knowledge of City operations, she is appointing Todd Richardson as City attorney to replace Jim Grow who has submitted his resignation effective December 31. MOTION BY BEADLES/BLACKMON to confirm the appointment of Todd Richardson. Beadles commented that Richardson works well with the court system and has served the city well in his association with Grow.

Councilmember Beauchamp said as far as she knows there were three applicants, Elizabeth Hallock, Rick Laws and Todd Richardson. She said she feels that appointing Richardson is just perpetuating the things that are going on. She said Hallock has quite a bit of experience. Warren said her main reasons for eliminating Hallock are that she lives on the opposite side of the state and is not available immediately. Beauchamp asked why Laws was not chosen. Warren replied primarily because of the lawsuit against the city and that he does not have the level of experience that Richardson does. Beauchamp commented that she doesn't have any experience as a council person, but here she is. She said just because you haven't done something before doesn't mean that is a requirement to be in that job. Beauchamp said she doesn't think Richardson should be the city attorney and if he gets approved that by the first of the year he is not going to be kept as attorney. She said a decision should be tabled. Councilmember Blackmon said that regardless of what his personal views are, his job is to not to interpret his opinion on things, but to represent the city on legal matters. Beauchamp said the mayor just said Rick Laws wasn't considered because he has a lawsuit against the city. Beauchamp said she feels Richardson is being chosen because he is anti-cannabis. Mayor Warren said that did not enter into her decision. Warren said it is because Laws is engaged in a lawsuit against the city and it doesn't matter what the lawsuit is about, she doesn't think an attorney who is suing the city should be its attorney. Beauchamp said if the ban gets overturned it will change the situation with the lawsuit and it may no longer be a conflict at that point. Beauchamp said she thinks it should be tabled for the next meeting. Councilmember Beadles called for the question. Councilmember Kolstad seconded Beauchamp's motion to table. Provost and Blackmon seconded the motion to call the question. Clerk Storey advised that the motion should be to postpone, not to table. Beauchamp moved to postpone the appointment of Richardson, second by Kolstad. Kolstad added that the Clarkston voters have spoken and don't want the same old thinking. He said it has nothing to do with Richardson's competence, it has to do with direction the new council would like to take. He said Richardson is a competent attorney and would serve the city well. He said the new council should determine who their legal counsel will be. He doesn't believe there are any legal ramifications to not having an attorney appointed by the first of the year. City Attorney Grow asked who would prosecute the criminal cases until a new attorney is hired. Kolstad asked what would happen if the city attorney were to die suddenly? Beadles asked if we could just vote and not drag the discussion out. Beadles also referred to a statement Kolstad made to the Tribune that indicated the attorney should cut some slack for his friends and said he finds that kind of comment inappropriate for a councilor. Beauchamp said she feels like this is trying to be done before a new majority of the council comes on and overturns the ban. Mayor Warren said the choice of an attorney won't change what action the council might take in regard to the ban. Beauchamp asked what would happen if there was no attorney for a while. Grow said there are a number of issues in criminal proceedings that cannot be postponed. She asked if an attorney has to be appointed at a council meeting. Councilmember Provost commented that there is a sitting council now and Mayor Warren added that you go with the council in office at the time. Motion to postpone until the

next meeting failed 3-4; Kolstad, Beauchamp, Campbell in favor; Provost, Beadles, Blackmon, Nash opposed.

Beauchamp asked if there is an escape clause built in to the contract. Grow replied there is a termination for cause provision with 60 days' notice. Councilmember Campbell asked if the proposed fee is negotiable. Mayor Warren said fees were discussed during her conversation with Richardson and there was some adjustment at that time. Campbell asked if the 40 hours include the marijuana ban work. Richardson said it would however much of the work on those cases is being done by Ken Harper. Richardson said his fees are not negotiable. Campbell asked mayor-elect Lawrence to speak on her opinions on the appointment since she was included in the discussions.

Lawrence said her main objective in having an attorney in place is because she reviewed the number of citations processed every year and believes the city has to have an attorney in place January 1. She said the contract is for a year and there really was no alternative since the other two applicants have conflicts. She also commented that the contract has been totally rewritten and she believes it will make his office more accountable and his work more transparent. Campbell said she feels that Lawrence will be more involved. Lawrence said that is how she plans to operate. Kolstad asked if the contract was negotiated in Admin Committee. Richardson said he met with the Mayor and Mayor-elect to discuss terms of the contract and then met with the Admin committee to present the contract.

Kolstad said there seems to be a tone deafness in the current council and certain people who don't understand why some would object to having Richardson as the city attorney. It's not that he is not a competent attorney, but that he is one of the reasons we are in this situation of litigation. He said there is a lack of transparency and the people have spoken and they don't want Richardson as their attorney. He doesn't believe the city wouldn't survive without an attorney in place. Lawrence asked him if he knows how many citations are issued each year. Kolstad said it doesn't matter to him because if something were to happen to the attorney things would get handled in some way.

MOTION BY BEADLES/BLACKMON to call the question. Motion carried 4-3; Kolstad, Campbell, Beauchamp opposed.

Motion to confirm the mayor's appointment of Richardson carried, 4-3; Kolstad, Beauchamp, Campbell opposed.

**F. Resolution No. 2015-14, Wages for Non-represented Employees**

Resolution No. 2015-14 was read by title. MOTION BY BEADLES/KOLSTAD to approve Resolution No. 2015-14. Motion carried 6-0-1; Provost abstained due to possible conflict.

**COUNCIL COMMENTS:**

Councilmember Nash thanked Mayor Warren and Mayor-elect Lawrence for working together for a smooth transition.

Councilmember Beadles complimented Mayor Warren for working with the incoming mayor.

Councilmember Beauchamp asked Beadles to be more respectful to people in the audience and not refer to cannabis as dope.

Councilmember Kolstad thanked the outgoing councilmembers and mayor for their service. He said even though there are disagreements, he believes they have the best interests of Clarkston at heart.

**EXECUTIVE SESSION:**

Council went into executive session at 7:59 p.m. to discuss litigation with legal counsel present for ten minutes. The session was extended at 8:10 for an additional five minutes. Council returned to open session at 8:15 p.m.

**ADJOURNMENT:**

Meeting adjourned at 8:16 p.m.

\_\_\_\_\_  
Vickie Storey, City Clerk

\_\_\_\_\_  
Kathleen A. Warren, Mayor

Total Fund Expenditures, 11/30/15	20151101-3,07	\$1,159.63
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Total Fund Expenditures, 12/14/15	60461-63, 60508-93,20151201	\$435,109.12
Payroll, 11/30/15	60464-60507	\$280,363.06

DRAFT

## Public Safety Committee

December 15, 2015

Attendance: Chief Hastings, Chief Cooper, Monica Beauchamp, Dick Jones, Terry Beadles

Chief Hastings discussed the Police Department hiring process. The Civil Service Commission tests applicants for the eligibility list. The top three scores are forwarded to the Chief for consideration. Normally the candidates include experienced officers (lateral transfers) and inexperienced applicants (attendance of Police academy requirement). Normally the inexperienced are younger candidates.

A new body camera for police use was presented for review. The pros and cons were discussed; the cameras will be a welcome tool for our officers. The plan is to put the cameras in service in early 2016.

The problems that a last-minute routing changes in the Christmas parade this year were discussed. Chief Hastings will request that an organizational planning meeting be attended before the parade in the future.

Challenges for Police Officers in their daily duties were discussed. Encounters with mental patients and drug offenders present unique situations. Officers receive additional training to better deal with these situations.

Admin/Intergovernmental Committee

12/14/15

In attendance: G. Nash, B. Campbell, Bill Provost, K. Warren, M. Lawrence, T. Richardson, S. Cooper

1. Discussed Attorney Contract with Mayors, listened to their reasoning
2. Discussed Committee attendance and gave some thought to how to improve said attendance

ORDINANCE NO. 1554

AN ORDINANCE REPEALING ORDINANCE NUMBER TBD 0002 WHICH ESTABLISHED AND IMPOSED A \$20.00 VEHICLE LICENSE FEE.

WHEREAS, the Clarkston Transportation Benefit District adopted Ordinance No. TBD 002 which established and imposed a \$20.00 vehicle license tab fee on September 8, 2014; and

WHEREAS, the City of Clarkston assumed the Rights, Powers, Functions and Obligations of the Clarkston Transportation Benefit District with the adoption of Ordinance No. 1548 on November 23, 2015;

WHEREAS, a sales and use tax was approved by the voters which will replace the \$20.00 vehicle license tab fee;

WHEREAS, the Washington State Department of Licensing requires approximately four months advance notice to stop collecting the license tab fee on renewals;

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF CLARKSTON DO ORDAIN AS FOLLOWS:

SECTION 1.0

Repealer. The following is hereby repealed.

Ordinance No. TBD 002, enacted September 8, 2014.

SECTION 2.0

The Washington State Department of Licensing is directed to discontinue collecting the \$20.00 vehicle license tab fee authorized under RCW 36.73.065 beginning with registrations that expire on or after April 1, 2016.

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 28<sup>th</sup> day of December 2015.

Attest:

\_\_\_\_\_  
Kathleen A. Warren, Mayor

\_\_\_\_\_  
Vickie Storey, City Clerk

Approved as to Form:

\_\_\_\_\_  
James Grow, City Attorney

ORDINANCE NO. 1555

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF CLARKSTON, WASHINGTON, AMENDING ORDINANCE NO. 1536 WHICH ADOPTED THE 2015 BUDGET, AND AUTHORIZING THE NECESSARY ADJUSTMENTS.

WHEREAS, the City Council has determined that the 2015 budget should be amended to take into account variations in actual revenues and expenditures from those projected at the time of adoption of the 2015 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. 1536 passed by the City Council on December 22, 2014, shall be increased and amended as follows:

	EXPENDITURES	OTHER FINANCING USES
CURRENT EXPENSE (001)	36,200	
VICTIM RIGHTS FUND (011)	800	
EMS/AMBULANCE (120)	2700	
SEWER REVENUE BOND (406)	200	
SANITATION O&M	4,655	
<b>TOTALS</b>	<b>44,555</b>	

Section 2. Duties of City Treasurer. The City Treasurer of the City of Clarkston, Washington, is authorized to make the necessary changes to the 2015 budget on or before December 31, 2015, 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 28<sup>TH</sup> day of December, 2015.

Authenticated:

\_\_\_\_\_  
Kathleen A. Warren, Mayor

\_\_\_\_\_  
Vickie Storey, City Clerk

**BUDGET AMENDMENT No 4 - 2015  
ORDINANCE NO. 1555**

Account Description	Adopted Bdgt	Amendment	Amended Bdgt	Explanation
<b>GENERAL FUND</b>				
001 000 001 313 11 00 00	\$ 1,595,000	\$ 36,200	\$ 1,631,200	Increase Revenue
<b>TTL REVENUES</b>	\$ 1,595,000	\$ 36,200	\$ 1,631,200	
<b>Codification</b>	\$ 1,500	\$ 1,500	\$ 3,000	Codification costs
001 000 010 511 30 31 30	\$ 1,500	\$ 4,000	\$ 5,500	Election expense
001 000 040 514 40 51 00	\$ 39,500	\$ 27,000	\$ 66,500	Dispatch cost
001 000 060 528 60 51 00	\$ 6,000	\$ 3,700	\$ 9,700	Dispatch cost
001 000 080 528 60 51 00	\$ 48,500	\$ 36,200	\$ 8,500	
<b>TTL EXPENDITURES</b>	\$ 48,500	\$ 36,200	\$ 8,500	
<b>VICTIME RIGHTS FUND</b>				
011 000 515 21 20 41 50	\$ 2,500	\$ 800	\$ 3,300	Victim evaluation
004 999 041 508 80 00 00	\$ 45,911	\$ (800)	\$ 45,111	Adjust End Balance
<b>AMBULANCE FUND</b>				
120 000 084 528 60 51 00	\$ 3,000	\$ 2,700	\$ 5,700	Increase
120 999 084 508 80 00 00	\$ 133,346	\$ (2,700)	\$ 130,646	Adjust End Balance
<b>SEWER REVENUE BOND</b>				
406 000 146 592 35 89 00	\$ 650	\$ 200	\$ 850	Adjust for actual cost
406 999 146 508 80 00 00	\$ 21,720	\$ (200)	\$ 21,520	Adjust End Balance
<b>SANITATION O&amp;M</b>				
410 000 150 592 37 83 10	\$ 5,305	\$ 4,655	\$ 9,960	Correct Budget
410 999 150 58 80 00 00	\$ 8,695	\$ (4,655)	\$ 4,040	Adjust End Balance
<b>TOTAL EXPENDITURES</b>	\$	\$ 44,555	\$	

**PROFESSIONAL SERVICES AGREEMENT  
ETHICS HEARING OFFICER**

This agreement, effective the \_\_\_\_\_ day of \_\_\_\_\_, 201\_\_\_\_, between the City of Clarkston, a municipal corporation in and for the State of Washington, hereinafter referred to as "City", and Ken Nagy, hereinafter referred to as "Ethics Officer".

WHEREAS THE City is in need of an Ethics Hearing Officer that must, as required by ordinance, be an attorney, and

WHEREAS Ken Nagy is an attorney desiring to contract with the City of Clarkston for Ethics Hearing Officers position,

NOW, THEREFORE, it is agreed by the parties hereto as follows:

1. Scope of Service. Ethics Officer shall be responsible for adjudicating and investigating ethics matters as follows:

Ethics complaints against any City Official, Officer, Councilman, Councilwoman or employee of the City of Clarkston, that arise under Chapter 2.26.of the Clarkston Municipal Code.

2. Manner of Service. Services provided by Ethics Officer pursuant to this contract shall be performed in a prompt and competent manner in accordance with the CMC Chapter 2.26,

3. Performance. Ethics Officer's performance shall begin on \_\_\_\_\_, 201\_\_\_\_ and shall terminate one year from this date.

4. Payment. In consideration for Ethics Officer's performance hereunder, City shall pay Ethic's Officer a fee of \_\_\_\_\_ for investigation for each hearing. The payment is due within thirty days of receipt of an invoice from the Ethics Officer after completion of each hearing. It is understood that the Ethic's Officer performs as an independent contractor and as such, is responsible for all taxes due on any income he earns from the City.

5. Termination. This agreement may not be terminated by either party without good and sufficient legal cause, and only after thirty (30) days' written notice has been delivered to the other party.

6. Indemnification / Hold Harmless.

A. Ethics Officer 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 Ethics Officer in performance under this Agreement.

- B. CITY will at all times indemnify and hold harmless and defend Ethics Officer, its officers, employees, agents and representatives, from and against any 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 Ethics Officer 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.

Should a court of competent jurisdiction determine that this agreement is subject to RCW 4.24.115, then, in the event of liability for damages arising out of bodily injury to persons or damages to property caused by or resulting from the concurrent negligence of the Ethics Officer and the City, its officers, officials and employees, the Ethics Officer's liability, including duty and cost to defend, hereunder shall be only to the extent of the Ethics Officer's negligence. It is further specifically and expressly understood that the indemnification provided herein constitutes the Ethics Officer's waiver of immunity under Industrial Insurance, Title 51 RCW, solely for the purposes of this indemnification. This waiver has been mutually negotiated by the parties. The provisions of this section shall survive the expiration or termination of this agreement.

7. Insurance. The Ethics Officer 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 Ethics Officer.

The Ethics Officer shall obtain the types of insurance described below:

1. Professional Liability insurance appropriate to the Ethics Officer's profession with limits no less than \$1,000,000 per claim and \$1,000,000 policy aggregate limit. Ethics Officer shall furnish the City with a copy of the certificate of insurance prior to commencing work. Ethics Officer shall provide the City with written notice of any policy cancellation, within two business days of their receipt of such notice.

Failure on the part of the Ethics Officer to maintain the insurance as required shall constitute a material breach of contract, upon which the City may, after giving five business days' notice to the Ethics Officer to correct the breach, immediately terminate the agreement.

6. Assignment. Ethics Officer shall not assign or subcontract his responsibility for performance of this agreement without the prior written approval of the City.

DATED this \_\_\_\_\_ day of \_\_\_\_\_, 2015.

ETHICS OFFICER

CITY OF CLARKSTON

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Ken Nagy

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Kathleen A. Warren, Mayor

**RESOLUTION NO. 2015-15**

A RESOLUTION OF THE CITY OF CLARKSTON, WASHINGTON, ESTABLISHING THE 2016 POSITION ALLOCATION LIST.

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

Section 1. Position Allocation List Approved. The 2016 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, 2016.

DATED this 28<sup>th</sup> day of December, 2015.

\_\_\_\_\_  
Kathleen A Warren, Mayor

ATTEST:

\_\_\_\_\_  
Vickie Storey, City Clerk

EXHIBIT A  
RESOLUTION NO. 2015-15  
2016 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 (25% Time)  
L Deputy Clerk/Treasurer (13% Time)  
L Secretary, (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 Recruit/Police Officer 1st, 2nd or 3rd Class  
P Police Officer 1st, 2nd or 3rd Class – DARE/Patrol  
P Police Officer 1st, 2nd or 3rd Class – Narcotics  
P Police Officer 1<sup>st</sup>, 2<sup>nd</sup> or 3<sup>rd</sup> Class – School Resource Officer  
PS Records Clerk  
PS Support Services Specialist, .5 FTE  
PS Support Services / Animal Control, .5 FTE  
V Reserves/Volunteers  
\*P 12.0 - PS 2.0 - N 2.0

## FIRE CONTROL

N (M) Fire Chief (70% Time)  
F Fire Captain  
F Fire Captain  
F Firefighter 1st, 2nd or 3rd Class  
F Firefighter 1<sup>st</sup>, 2<sup>nd</sup> or 3<sup>rd</sup> Class  
F Firefighter, 1<sup>st</sup>, 2<sup>nd</sup> or 3<sup>rd</sup> Class  
F Firefighter, 1<sup>st</sup>, 2<sup>nd</sup> or 3<sup>rd</sup> Class  
L Secretary, .75 FTE (75% Time)  
V Volunteer(s)  
R Reserves  
\*N .7 - F 6.00 - L .56

## HOUSING AND COMMUNITY DEVELOPMENT

N (M) Public Works Director/Building Inspector (35% Time)  
L Building Inspector / Code Enforcement  
\*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 - 3.14  
N - 3.30  
P - 12.00  
PS - 2.0  
T - .5

CURRENT EXPENSE TOTAL ALLOCATED POSITIONS

\*26.94\*

\*\* Not included in totals.

AMBULANCE / EMS

N (M) Fire Chief (30% Time)  
F Fire/EMS Captain  
F EMT/Paramedic 1<sup>st</sup>, 2<sup>nd</sup> or 3<sup>rd</sup> Class  
F EMT/Paramedic 1st, 2nd or 3rd Class  
F EMT/Paramedic 1st, 2nd or 3rd Class  
F EMT/Paramedic 1<sup>st</sup>, 2<sup>nd</sup> or 3<sup>rd</sup> Class  
F EMT/Paramedic 1<sup>st</sup>, 2<sup>nd</sup> or 3<sup>rd</sup> Class  
L Secretary, .75 FTE (25% Time)  
R Reserves  
V Volunteer(s)

\*N .3 - F 6.00 - L .19

EMS TOTAL ALLOCATE POSITIONS

\*6.45\*

STREET

Administrative Positions:

N (M) City Clerk/Treasurer (25% Time)  
L Deputy Clerk/Treasurer (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 (30% Time)
- L Deputy Clerk/Treasurer (35% Time)
- L Secretary (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 (30% Time)
- L Deputy Clerk/Treasurer (35% Time)
- L Secretary (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 (17%)

L Secretary (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 - 2.0

T - 1.0

TOTAL ALLOCATED POSITIONS (\*\* Not included in totals)

\*51.75

Elected: 8.00

Total: 59.75

## 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 \$40,200.00 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, 2016 through December 31, 2016 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 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.

6.3.1 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.

6.3.2 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 of its employees, agents, and subcontractors in the performance of work hereunder, and shall take all protections reasonably necessary, for that purpose. All work shall be done at the Attorney's own risk, and the Attorney shall be responsible for any loss or damage to materials, tools, or other articles used or held in connection with the work. Attorney shall also pay its employees all wages, salaries and benefits required by law and provide for taxes, withholding and all other employment related charges, taxes or fees in accordance with law and IRS regulations.

9. Personal Services, No Subcontracting. This Agreement has been entered into in consideration of the Attorney's particular skills, qualifications, experience, and ability to meet the Standards incorporated in this Agreement.

10. This agreement supersedes any previous agreement entered into by the parties for this same time frame.

Therefore, the Attorney has personally signed this IN WITNESS WHEREOF, the parties have executed this Agreement on the \_\_\_\_ day of December, 2015.

CITY OF CLARKSTON

By: \_\_\_\_\_  
Kathleen A. Warren, Mayor

ATTEST:

By \_\_\_\_\_  
Vickie Storey, City Clerk

APPROVED AS TO FORM:  
OFFICE OF THE CITY ATTORNEY:

By: \_\_\_\_\_  
James Grow, City Attorney



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

RE: )  
Zoning Matrix Update with a new Zone Designation, implementation of I-502, uses and added definitions and updating RV Hardship Variance language.

City of Clarkston ) FINDINGS OF FACT  
829 5<sup>th</sup> St. ) CONCLUSIONS OF LAW  
) AND DECISION  
)

This matter having come before the Planning Commission of the City of Clarkston, Washington on Dec. 7, 2015, for a public hearing pursuant to public notice as required by law, on a need for an update of the Zoning Matrix including a new zone designation (Neighborhood Commercial Zone) additions and omissions of property uses including implementation of I-502 (recreational / medical marijuana sales, production and processing) and added or updated definitions and language revisions, 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 section 17.09.010 establishes the authorization to initiate amendments to the Zoning Code.
2. The City set a public hearing before the Planning Commission for Dec. 7, 2015 and provided notice to the public as required by law.
3. The Planning Commission held public hearings on Dec. 7, 2015 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 matrix, definition and language changes are consistent with the Comprehensive Plan.

b) The changes would provide needed updates applicable to current land uses in the City.

### CONCLUSIONS OF LAW

1. The proposed matrix, definition and language changes do follow the anticipated evolution of the comprehensive plan and allows for improved implementation of the zoning code.

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

### DECISION

1. The updates for the zoning matrix, added zone designation, implementation of I-502, property uses, definitions, and language changes of the Zoning Code is approved and a recommendation supporting said changes will be made to the City Council for final action.

DATED this 21<sup>st</sup> day of December 2015.

PLANNING COMMISSION  
OF THE CITY OF CLARKSTON

By: \_\_\_\_\_  
John Murray, Chair

ATTEST: \_\_\_\_\_  
Vickie Storey, City Clerk

INTERLOCAL AGREEMENT SETTING TERMS FOR ASOTIN COUNTY, WASHINGTON TO  
HOUSE PRISONERS FOR THE CITY OF CLARKSTON, WASHINGTON,

This AGREEMENT made and entered into effective January 1, 2015, by and between ASOTIN COUNTY, a municipal corporation of the State of Washington, hereinafter referred to as "County" and the CITY OF CLARKSTON, a municipal corporation of the State of Washington, hereinafter referred to as the "City",

WHEREAS: The County owns and operates a jail, located within the COUNTY, and;

WHEREAS: The City operates a police department whose officers from time to time arrest or cite persons which may result in jailing of the person cited or arrested, and;

WHEREAS: The City does not own or operate its own jail but does own the land on which the jail is situated and seeks to contract for jail services from the County, and

WHEREAS, the state Interlocal Cooperation Act, Chapter 39.34 authorizes these agreements, and RCW 70.48.090 governs jail agreements between cities and counties.

Now, THEREFORE, It is hereby AGREED to by the parties as follows:

**SECTION I**

**CRITERIA FOR DETERMINING PRISONER STATUS**

A. Individuals Arrested for Violations of Clarkston City Ordinances, Misdemeanor or Gross Misdemeanors in City.

For the purposes of this agreement "City Prisoner" means a person arrested by a City police officer or another law enforcement agency on behalf of the City of Clarkston and booked into the Asotin County Jail or housed by the Jail for a misdemeanor or gross misdemeanor, including the violation of Clarkston Municipal Codes, that allegedly occurred within the City of Clarkston. The arrestee will remain the responsibility of the City until such time as the arrestee is found guilty and sentenced to either jail or the penitentiary.

B. Status of Prisoner Conferred by Sheriff or Designee

City Prisoners being booked into the Asotin County Jail shall not be deemed an inmate of that facility until the City prisoner is accepted by the Sheriff or designee at the time of booking. City Prisoners shall remain the responsibility of the City officer until the prisoner is accepted by the Sheriff or designee.

C. Arrests for Outside Warrants or Agency Assists

Individuals arrested by City officers on behalf of another law enforcement agency (outside warrants or agency assists) where no criminal charges are filed for City criminal offences within the City of Clarkston, will not be deemed a "City Prisoner."

**D. Arrests for Clarkston Municipal Court Warrants**

Individuals who are arrested by law enforcement officers in response to a warrant issued by the Clarkston Municipal Court shall be deemed a "City Prisoner", unless there is also a County felony warrant.

**SECTION II  
JAIL AND MEDICAL SERVICES**

**A. County Policy to Determine Medical Acceptability of Prisoners**

The County shall accept for confinement in the jail those persons who are, by jail policy, medically acceptable for confinement and shall furnish the City with jail facilities, booking and custodial services, and with personnel for the confinement of City Prisoners in the same manner as those the County provides for confinement of its own prisoners. The County shall furnish the City Prisoners with all required and necessary medical and health care services, excluding those optional services not immediately necessary for the preservation of the prisoner's health.

*Health care providers will bill the City directly.*

In the event a City Prisoner is being held on additional charges from another contracted jurisdiction, the City's responsibility for housing and medical costs attributable to that prisoner shall be prorated.

B. Asotin County reserves the right to cap prisoner numbers if, in the determination of the Sheriff, the health and safety of prisoners could be at risk. If this occurs, the Sheriff will contact the Asotin County Prosecuting Attorney, and Attorneys for the Cities of Asotin and Clarkston to discuss the removal of lower risk prisoners and criteria for accepting new prisoners.

**SECTION III  
COMPENSATION TO BE PAID BY THE CITY**

The City shall pay the County the following fees for providing custodial services for "City prisoners":

A.	Cost per day per prisoner	\$65.56
B.	Cite and release bookings, each	\$30.00
C.	Cite and release bookings, with county hold	\$15.00

Interlocal Agreement for Asotin County  
to House City of Clarkston Prisoners 1-1-2015 to 12-31-2033

D.	Sick Call	\$80.00
E.	Off-site emergency medical\dental treatment and inmate prescriptions (credit will be given to the city for any reimbursement collected by jail from 3 <sup>rd</sup> party or prisoner)	actual cost
F.	Transport for Court	-0-

The Parties will negotiate the per prisoner, per day cost every year. For the purposes of this agreement the 2017 per day price negotiations will begin by the County sending a proposal to the City by February 15, 2016, and every year throughout the duration of this agreement. If the City fails to respond by April 1, of any negotiating year, the County's proposal will become the amendment to this agreement, and the price charged beginning January 1, of the following year. If the parties fail to come to agreement by January 1, of any year, the cost of prisoner housing per day will increase to 3% until a final agreement is reached or ordered. The City is aware the Department of Corrections agreement increases three per cent (3%) per year. If the State rate is reduced, that rate will be applied to the City contract as of the effective date of the state reduction in increase.

**SECTION IV**  
**BILLING AND BILLINGS DISPUTE RESOLUTION PROCEDURES**

A. The Sheriff or designee shall transmit billings to the Chief of Police monthly. Within thirty (30) days after receipt the City shall pay the full amount billed or withhold any portion thereof related to disputed costs and provide the County written notice specifying the amount withheld and the grounds for withholding such amount, together with payment of the remainder of the amount billed.

B. Withholding of any amount billed shall constitute a dispute to be resolved as follows:

1. The Sheriff, County Prosecuting Attorney, Police Chief and City Attorney or their designees shall attempt to resolve the dispute by negotiation. Negotiation meetings may be conducted once per quarter in the months of January, April, July, and October as requested. If negotiations are unsuccessful, the dispute shall be referred to the Mayor of Clarkston and the Chair of the Board of Asotin County Commissioners for settlement. If not resolved by them within thirty (30) days of referral, the Mayor and Chair may by mutual written consent apply to the Superior Court Judge for appointment of a mediator whose decision shall be final and binding on both parties.

If mutual written consent to apply for the appointment of a mediator is not reached, either party may seek court action to decide the disputed contract provision.

**If mutual agreement on a mediator can't be reached, either party may begin court proceedings.** (ok)

2. Any amount withheld from a billing plus interest thereon as set forth in IV (B) determined owed to the County pursuant to the billing dispute resolution procedure described above shall be paid by the City within thirty (30) days of the negotiated resolution, mediated agreement or court finding. **If for any reason the County should owe the City money as a result of mediation or court action, the County shall pay the City within 30 days.**

C. Each party may examine the other's books and records to verify charges.

1. If an examination reveals *payment of* an improper charge, the amount shall be applied to ~~the next quarter and subsequent quarter's payments until the credit has been exhausted. Any unused credit, which exists at the termination of this agreement,~~ shall be refunded within thirty (30) days of the date of termination.

D. Billing Statements.

The County shall provide a billing statement each month in accordance with section IV A.

## SECTION V

### TERM

This agreement shall be effective beginning January 1, 2015 through December 31, 2033. The contract shall renew automatically each month on a monthly basis until a new contract is negotiated and accepted by both parties, in the event a new agreement or arbitration order is not entered by January 1, 2026, the cost of prisoner housing will change to the same conditions at the Department of Corrections agreement. This contract may be terminated by either party by ninety (90) days written notice to the governing units involved by certified mail with return receipt to the addresses set forth below.

## SECTION VI

### INDEMNIFICATION

A. The County shall defend, indemnify, and hold harmless the City, its agents, employees and officers from any and all liability arising out of the County's performance of this agreement, whether by act of omission of the County, its agents, employees, or officers. Such liability shall include but not be limited to, intentional acts, negligence, and violations of prisoner's constitutional rights or of local jail standards.

B. The City shall defend, indemnify and hold harmless the County, its agents, employees and officers from any and all liability arising out of the City's performance of this agreement, whether by act or omission of the City, its agents, employees, and officers from any and all liability arising out of the City's performance of this agreement, whether by act or omission of the City, its agents, employees, or officers. Such liability includes, but is not limited to, false arrest and false imprisonment.

C. Each party agrees to procure and maintain for the duration of this Agreement, insurance against claims for injuries to persons or damage to property which may arise from or in connection with the performance of this Agreement. Insurance is to be placed with insurers with a current A.M. Best rating of not less than A:VII. Each party shall obtain Commercial General Liability (CGL) insurance with minimum limits of \$1,000,000 per occurrence and \$2,000,000 general aggregate covering errors and omissions, automobile liability and police professional liability. Each party shall name the other party as an additional insured under the other party's CGL insurance coverage. Each party agrees to provide evidence of insurance coverage in the form of a certificate of insurance and/or letter from a solvent self-insured risk pool, which is sufficient to satisfy the insurance obligations set forth in this Section C.

D. The provisions of Sections A. and B. shall survive any termination or expiration of this agreement.

E. The coverage evidenced in section C. may not be sufficient to cover all liability losses and related claim settlement expenses. Evidence of these limits of coverage does not relieve the parties from liability for losses and/or settlement amounts greater than these limits.

## **SECTION VII MODIFICATION**

This agreement may be modified by mutual agreement and only in writing. Proposed modifications may be made in writing with the other party having 30 days to respond. Proposed modifications may be proposed at the quarterly meeting and resolved in the same manner as set forth above in Section IV, paragraph (B)(1), page 4. The parties are encouraged to include the City of Asotin in any modification discussions.

## **SECTION VIII ENTIRE CONTRACT**

This agreement represents the entire understanding of the parties and supersedes any oral

representations that are inconsistent with or modify its terms and conditions. This agreement also rescinds or modifies any previous agreement this conflicts, modifies or does not appear in this agreement.

**SECTION IX  
SEVERABILITY**

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

**SECTION X  
CONTACTS**

Notices referenced above shall be mailed to:

For the County

Asotin County Commissioners  
P.O. Box 250  
Asotin, WA 99402

COUNTY OF ASOTIN

\_\_\_\_\_  
Jim Jeffords, Chairman

ATTEST:

\_\_\_\_\_  
Vivian Bly, Clerk of the Board  
date: \_\_\_\_\_

APPROVED AS TO FORM:

\_\_\_\_\_  
Jane Bremner Risley,  
Deputy Prosecutor

For the City

Clarkston Mayor  
829 5<sup>th</sup> Street  
Clarkston, WA 99403

CITY OF CLARKSTON

\_\_\_\_\_  
Kathleen Warren, Mayor

\_\_\_\_\_  
Vickie Storey, City Clerk  
date: \_\_\_\_\_

APPROVED AS TO FORM:

\_\_\_\_\_  
Jim Grow, Todd Richardson  
City Attorneys