

**CITY OF CLARKSTON
CITY COUNCIL AGENDA
829 5th Street
MONDAY, JUNE 8, 2015**

- 1. CALL TO ORDER: 7:00 P.M.**
- 2. PLEDGE OF ALLEGIANCE:**
- 3. AGENDA CHANGES:**
- 4. APPROVAL OF MINUTES:
May 26, 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 – June 2**
 - C. Public Works – June 3**
 - D. Administrative/Intergovernmental – June 8**
 - E. Community Development – no meeting**

- 7. UNFINISHED BUSINESS:**
 - A. Ordinance No.1540-Sewer Pre-Treatment Update- 2nd^t Reading for Action**

- 8. NEW BUSINESS:**
 - A. Kristin Kemak, LC Valley Chamber, Presentation on Leadership Program (Admin)**
 - B. Kristi Sharpe, EPIC update (PS)**
 - C. Ordinance No. 1541, Adopting Standard for Public Defender Services (Admin)**
 - D. Agreement with Clarkston School District, School Resource Officer (PS)**
 - E. Proposed Easement with Army Corp for Existing Stormwater Infrastructure (PW)**
 - F. Request to Direct Staff to Prepare an Ordinance to Repeal Ord. #1532 (Kolstad)**
 - G. Addendum No. 1 and No. 2 to Architect Agreement (Brotnov) Hold Harmless Agreement**

- 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.

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

CLARKSTON CITY COUNCIL MINUTES
May 26, 2015

COUNCIL:

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

STAFF:

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

AGENDA CHANGES:

APPROVAL OF MINUTES: MOTION BY BEADLES/PROVOST to approve the minutes of the May 11, 2015, Regular Meeting. Motion carried.

COMMUNICATIONS:

- A. From the Public:** Kelly Jackson, 1045 Liberty Drive, gave a copy of Clarkston Ordinance 1505 to Jim Grow. Jackson commented that Chief Hastings has been good to work with in the licensing process for his business. He said he doesn't think the ordinance, which regulates medical cannabis operations, would still apply because of the new state law No. 5052 regarding medical marijuana. Grow said he is not sure how the new law will impact the city's ordinances. He asked the council to drop their ban on recreational marijuana because he will be receiving a medical marijuana endorsement from the state soon.
- B. From Mayor:**
- C. From Staff:** Clerk Storey said she had a call from Kim at the PTBA asking for a new council representative to the PTBA board. Councilmember Kolstad volunteered to represent the city on the board.

COMMITTEE REPORTS:

Finance: Councilmember Provost reported the bills were reviewed and approved for payment. Total expenditures for May 26, 2015 of \$174,585.88. MOTION BY PROVOST/MANCHESTER to approve the bills. Motion carried.

Public Safety: Committee met May 19, 2015. Councilmember Beadles reported Chief Cooper presented the Interlocal Agreement for E-911 and non-Emergency Dispatch services. It is on the agenda. Services and products for seniors who live alone were discussed. One issue was getting access to a home when a person in need of assistance can't open the door. A mutual aid agreement with Asotin County Fire District is in the works.

Public Works: Committee met on May 20. They reviewed the right of way lease for Richard Flerchinger and the Sewer pre-treatment ordinance revisions and both are on the agenda. Jim reported on a possible energy audit process. Committee is discussing adding a business license requirement for landlords. Martin is checking on using funds left over from the WWTP construction to improve a lift station. An addendum to Keller Engineering's contract would be proposed for design work.

Admin Committee: Councilmember Manchester said committee met May 26. They are reviewing the proposed code of ethics.

Community Development: No meeting.

UNFINISHED BUSINESS:

A. Process for Appointment to fill Council Vacancy.

Councilmember Beadles suggested accepting letters of interest until June 8 with interviews and appointment on June 26. Consensus to follow Beadles' suggestion. Information will be added to the website.

B. Interlocal Agreement for E911 and Non-Emergency Dispatch Services

Chief Hastings said that an advisory committee to review and make recommendations for this contract was formed. A system was identified to fairly distribute the costs based on call volume and traffic stops. Whitcom will provide the counts and the county will use that information to distribute the expenses. State E911 funds will be applied to the cost of dispatch and the balance will be what is divided among the agencies. MOTION BY BEADLES/MANCHESTER to approve the Interlocal Agreement. Councilmember Nash asked how much comes in from the E911 tax. Chief Hastings said he does not have those figures with him. Councilmember Provost said the contract calls for quarterly payments and asked when those payments are due. Hastings said the payment date is negotiable. Blackmon asked why the Blue Mountain Fire District is exempt. Hastings said they only have about 5 calls a year and the exemption can be reviewed annually.

Motion carried.

NEW BUSINESS:

A. Right of Way Lease, Richard Flerchinger

PWD Martin explained that this lease applies to a section of Sycamore Street from 6th Street to the alley to the west. There would be an annual fee. The purpose is to allow for an outdoor seating area and only impacts the parking spaces, not the travel lane. Two additional documents will be required prior to final signing. They are a bond to return the property to its original state if the use is abandoned and insurance certificates. He asked council to approve the lease agreement pending those documents. MOTION BY NASH/KOLSTAD to approve the lease agreement. Provost asked if construction would be delayed until there is a viable business. Martin said that is not a condition. The expense of construction will be the owners. Motion carried.

B. Ordinance No. 1540, Sewer Pre-Treatment Update – 1st Reading

Ordinance No. 1540 was read by title.

COUNCIL COMMENTS:

Councilmember Nash congratulated the Clarkston DECA team for a successful competition.

MEDIA QUESTIONS:

ADJOURNMENT:

Meeting adjourned at 7:29 p.m.

Vickie Storey, City Clerk

Kathleen A. Warren, Mayor

Total Fund Expenditures, 5/26/15	Ck # 59151, 59175-59224	\$43,473.53
Payroll, 5/15/15	Ck # 59152-59174	\$131,112.35

Fund Transaction Summary

Fiscal: 2015 - June - 1st Meeting
June 8, 2015

Fund Number	Description	Amount
001	Current Expense Fund	\$204,591.39
103	Street Fund	\$4,577.65
120	Ambulance / Ems Fund	\$6,302.48
400	Sewer M & O Fund	\$23,041.35
406	Sewer Revenue Bond Fund	\$111,210.63
409	Stormwater O & M	\$376.46
410	Sanitation O & M Fund	\$55,469.10
635	Agency Fund - Trust Account	\$3,612.03
	Count: 8	\$409,181.09

20150601
 59279 - 5935 ✓

PAYROLL - NET PAY	\$91,621	14
DEDUCTIONS	\$192,387	58
TOTAL PAYROLL	\$284,008	72
TOTAL OF ALL EXPENDITURES	\$693,189	81

59229 - 78

I, the undersigned, do hereby certify under penalty of perjury that the materials have been furnished, the services rendered or the labor performed described herein, and that the claim is a just, due and unpaid obligation against the City of Clarkston, and that I am authorized to authenticate and certify to said claim.

Signed _____
City Clerk

APPROVED, Finance Committee:

Fund Transaction Summary

Fiscal: 2015 - May - May EOM
May 31, 2015

Fund Number	Description	Amount
001	Current Expense Fund	\$108.47
016	Vehicle Replacement Fund	\$4.24
400	Sewer M & O Fund	\$209.80
409	Stormwater O & M	\$53.13
410	Sanitation O & M Fund	\$178.94
	Count: 5	\$554.58

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 59225.27

PAYROLL - NET PAY		
DEDUCTIONS		
TOTAL PAYROLL		
TOTAL OF ALL EXPENDITURES	\$554	58

I, the undersigned, do hereby certify under penalty of perjury that the materials have been furnished, the services rendered or the labor performed described herein, and that the claim is a just, due and unpaid obligation against the City of Clarkston, and that I am authorized to authenticate and certify to said claim.

Signed _____
 City Clerk

APPROVED, Finance Committee:

Public Safety Committee

June 2, 2015

Attendance: Chief Hastings, Chief Cooper, Bill Provost, Dick Jones, Terry Beadles

Chief Cooper discussed the completion of the mutual aid agreement with Asotin County Fire District. There are some small wording issues to be changed before the final draft.

Chief Hastings presented the SRO contract for the next school year with Clarkston School District. (Agenda item for Council action).

The Police department will provide flyers stating the legal days for fireworks discharge within the city. The announcement is to inform citizens of Clarkston's fireworks ordinance, with the upcoming Independence Day holiday.

Electronic radar speed signs were discussed. Many designs are available, some are easy to transport, reader boards that can be programmed, and they remind motorists to control their speed. More research will be completed before moving forward with these signs.

PWC 6-3-15

AGENDA

- 1) BEACHVIEW BLVD STORM SEWER EASEMENT:
ARMY CORPS. MAJOR SIGNATURE? WITH PROPER REVIEW
- 2) SWEEPINGS / STORMWATER / LANDFILL
PROPOSING TO USE OUR SWEEPINGS FOR LANDFILL COVER
TO EASE EXPENSE.
- 3) WWTP Pump SHUTOFFS -
REPROGRAMMING OF VFD'S FOLLOWING NEEDED
RELOCATION. WILL ALLOW AUTOMATIC RESTART UPON
POWER FAILURE

ORDINANCE NO. 1540

AN ORDINANCE OF THE CITY OF CLARKSTON, WASHINGTON, AMENDING CHAPTER 14.14, WHICH ESTABLISHES DISCHARGE AND INDUSTRIAL PRE-TREATMENT REGULATIONS FOR USERS OF THE PUBLICLY OWNED TREATMENT WORKS OPERATED BY THE CITY OF CLARKSTON AND REPEALING ORDINANCE 1384, ENACTED ON OCTOBER 11, 2004.

WHEREAS, the City of Clarkston (the "City") Publicly Owned Treatment Works is regulated under the Washington State Department Ecology; and

WHEREAS, the City is responsible to meet Ecology requirements;

NOW, THEREFORE, the City Council of the City of Clarkston, Washington, in a regular meeting assembled, does ordain as follows:

Section 1, Chapter 14.14.010 through Chapter 14.14.450 of Clarkston Municipal Code is modified to read as follows:

Chapter 14.14
UNIFORM REQUIREMENTS FOR USERS OF THE PUBLICLY OWNED TREATMENT WORKS AND ASSOCIATED REGULATIONS

Article I Administration

Sections:

- 14.14.010 Policy and Purpose
- 14.14.020 Administration
- 14.14.030 Definitions
- 14.14.040 Abbreviations

Article II General Requirements

- 14.14.050 Prohibited Discharge Standards
- 14.14.060 Federal Categorical Pretreatment Standards
- 14.14.070 State Requirements
- 14.14.080 Local Limits
- 14.14.085 City of Clarkston's Right of Revision
- 14.14.095 Excess Strength Charges
- 14.14.100 Special Agreement
- 14.14.110 Dilution
- 14.14.120 Pretreatment Facilities
- 14.14.130 Deadline for Compliance with Applicable Pretreatment Requirements
- 14.14.140 Additional Pretreatment
- 14.14.150 Accidental Spill / Sludge Discharge Control Plans
- 14.14.155 Acceptance of Liquid Hauled Wastes

Article III Wastewater Discharge Permit Requirements

- 14.14.160 Requirements To Complete Industrial User Surveys
- 14.14.170 Wastewater Discharge Permitting Requirements for Discharge
- 14.14.180 Permit Requirements for Dangerous Waste Constituents

Article IV Reporting Requirements

- 14.14.190 Disclosure of Records
- 14.14.200 Reports From Unpermitted Users
- 14.14.210 Reporting Requirements for Dangerous Waste Constituents
- 14.14.220 Record Keeping

Article V Sampling and Analytical Requirements

- 14.14.230 Sampling Requirements for Users

- 14.14.240 Analytical Requirements
- 14.14.250 City of Clarkston Monitoring of Wastewater

Article VI Compliance Monitoring

- 14.14.260 Right of Entry for Inspection and Sampling
- 14.14.270 Monitoring Facilities
- 14.14.280 Search Warrants
- 14.14.290 Vandalism

Article VII Confidential Information

- 14.14.300 Confidential Information

Article VIII Administrative Enforcement Remedies

- 14.14.310 State Responsibility for Administrative Actions
- 14.14.320 Notification of Violation
- 14.14.330 Consent Orders
- 14.14.340 Compliance Orders
- 14.14.350 Hearing
- 14.14.360 Cease and Desist Orders
- 14.14.370 Emergency Suspension of Wastewater Services
- 14.14.380 Termination of Treatment Services (nonemergency)

Article IX Judicial Enforcement Remedies

- 14.14.390 Injunctive Relief
- 14.14.400 Civil Penalties
- 14.14.410 Criminal Prosecution
- 14.14.420 Remedies Nonexclusive

Article X Supplemental Enforcement Action

- 14.14.422 Water Supply Severance
- 14.14.424 Public Nuisances
- 14.14.426 Performance Bonds and Liability
- 14.14.428 Innovative Settlements and Supplemental Environmental Projects

Article XI Affirmative Defenses to Discharge Violations

- 14.14.430 General Prohibited Discharge Standards
- 14.14.440 Upset
- 14.14.450 Bypass

Article I Administration

A. This Ordinance No. 1540 sets forth uniform requirements for users of the publicly owned treatment works (POTW) operated by the city of Clarkston. It enables the city of Clarkston to comply with state and federal laws that apply to POTWs with significant industrial users, but without a discharge permit program. All actions required or authorities granted under this chapter are in accordance with the Clean Water Act

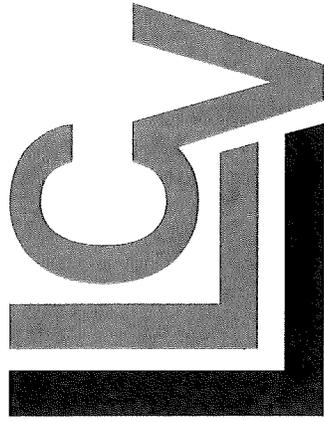
(33 USC 1251 et seq.), the Federal Pretreatment Regulations (40 CFR Part 403), and Chapter 90.48 RCW, Water Pollution Control. The objectives of this chapter are:

1. To prevent the introduction of pollutants into the POTW that will interfere with the operation of the POTW;
2. To prevent the introduction of pollutants into the POTW which will pass through the POTW, inadequately treated, into receiving waters or otherwise be incompatible with the POTW;
3. To ensure that the quality of POTW sludge is maintained at a level which allows its use and disposal in compliance with applicable statutes and regulations;
4. To protect POTW personnel who may be affected by wastewater and sludge in the course of their employment and to protect the general public;
5. To improve the opportunity to recycle and reclaim wastewater and sludge (biosolids) from the POTW; and



**“ NEVER DOUBT THAT A
SMALL GROUP OF
THOUGHTFUL, COMMITTED
CITIZENS CAN CHANGE THE
THE WORLD; INDEED, IT
IS THE ONLY THING THAT
EVER HAS.**

Margaret Mead
American Cultural Anthropologist



LEADERSHIP
lewis clark valley

“Building A Strong Foundation”

*The Mission of the Lewis Clark Valley
Chamber of Commerce is to Serve, Lead,
and be the Voice of Our Members.*



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lewis clark valley
chamber of commerce



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BUILDING A STRONG FOUNDATION

Leadership LC Valley is the ideal program for preparing the leaders of tomorrow. The program connects individuals to the community through a nine-month series of educational days featuring topics like tourism, government & infrastructure, economic development, media, education, healthcare, manufacturing & industry, and non-profits in the LC Valley.

Leadership LC Valley is unlike other programs because it provides participants with the opportunity to meet and discuss issues with key community leaders. Participants study the qualities that make an effective leader, analyze individual leadership roles, and develop personal leadership styles and skills. The personal connections are invaluable to business and civic leadership.

BREAKING GROUND

AUGUST	Retreat
SEPTEMBER	Tourism
OCTOBER	Gov't & Infrastructure
NOVEMBER	Economic Development
JANUARY	Media
FEBRUARY	Education
MARCH	Healthcare
APRIL	Manufacturing & Industry
MAY	Non-profits

LEADING ORGANIZATIONS

Participants rapidly gain deep community awareness and establish meaningful connections that help retain valuable employees.

Employees develop relationships with peers in other organizations and sectors, learning new approaches to problem solving, and uncovering new resources they can call on in the future.

Employees bring a better understanding of current and potential key leadership skills back to the office where they can apply them immediately.

Participants become confident leaders by working on real world projects in teams with tight time frames and limited resources.

INDIVIDUAL LEADERSHIP

Cultivate personal leadership and professional skills for long-term growth.

Develop a lasting network of peers, across all industries and career levels.

Strengthen their understanding of the Lewis-Clark Valley.

Engage with prominent senior leaders in the Lewis-Clark Valley and surrounding areas.

LEADING OTHERS

OUTREACH

CIVIC

GROWTH

INDIVIDUAL LEADERSHIP

PROVEN

COMMUNITY

DISTINGUISHED

EFFECTIVE

INVOLVEMENT



**AVERAGE LEADERS RAISE THE BAR ON THEMSELVES;
GOOD LEADERS RAISE THE BAR FOR OTHERS;
GREAT LEADERS INSPIRE OTHERS TO RAISE THEIR OWN BAR.**

Orrin Woodward
LIFE Leadership

ORDINANCE NO. 1541

AN ORDINANCE OF THE CITY OF CLARKSTON, WASHINGTON, ADOPTING STANDARDS FOR THE DELIVERY OF PUBLIC DEFENDER SERVICES PURSUANT TO RCW 10.101.030, CREATING A NEW CHAPTER 2.74, AND FIXING A TIME WHEN THE SAME SHALL BECOME EFFECTIVE.

WHEREAS, RCW 10.101.030 requires the City of Clarkston ("City") to adopt standards for the delivery of Public Defense Services; and

WHEREAS, the Washington State Bar Association has promulgated standards last revised in 2011 which state the objective of the promulgated standards as:

The objective of these guidelines is to alert the attorney to the course of action that may be necessary, advisable, or appropriate, and thereby assist the attorney in deciding upon the particular actions that must be taken in a case to assure that the client receives the best representation possible;

WHEREAS, the Washington Supreme Court by Order No. 25700-A-1004, as amended, has adopted new standards for indigent defense and a certificate of compliance; and

WHEREAS, such standards, with the exception of Standard 3.4, became effective October 1, 2012; and

WHEREAS, new Standard 3.4, relating to case load limits and methodology became effective on September 1, 2013, NOW, THEREFORE

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

STATEMENT OF INTENT AND INTERPRETATION: These standards are adopted in order to comply with the requirements of Washington Statute and the rules established by the Washington State Supreme Court. The provisions of these standards shall be broadly and liberally construed to achieve their stated purpose, which is to provide standards which afford "quality representation" in the provision of public defense to indigent criminal defendants. "Quality representation" describes the minimum level of attention, care, and skill that Washington citizens would expect of their State's criminal justice system. These standards may be amended from time to time to reflect changes in the rules established by the Washington State Supreme Court, guidance offered by the Washington State Bar Association, or interpretations of the rules and standards by the Washington courts.

SECTIONS:

- 2.74.010 Duties and Responsibilities
- 2.74.020 Qualifications and Training
- 2.74.030 Administration, Support Services and Infrastructure
- 2.74.040 Evaluation and Monitoring
- 2.74.050 Caseload Limits
- 2.74.060 Compensation
- 2.74.070 Experts, Investigation and Other Costs
- 2.74.080 Termination and Removal
- 2.74.090 Substitution Conflict Counsel
- 2.74.100 Supervision, Monitoring and Evaluation of Attorneys

2.74.110 Update and Evaluation

2.74.010 DUTIES AND RESPONSIBILITIES.

(1) Public Defense Services shall be provided to all clients in a professional, skilled manner consistent with the minimum standards set forth by the American Bar Association, the Washington State Bar Association, the Rules of Professional Conduct, case law and applicable court rules defining the duties of counsel and the rights of defendants in criminal cases. The Public Defender's primary and most fundamental responsibility is to promote and protect the interests of the client.

(2) Public Defense shall be provided to indigent clients whose eligibility has been determined by court appointment.

(3) All Public Defenders providing services by contract shall quarterly certify their compliance with the standards for indigent defense by filing a Certification of Compliance as required by CrR 3.1, CrRLJ 3.1, and JuCR 9.2. Such forms shall be filed with the Asotin County District Court.

(4) Non Discrimination. The Public Defender shall comply with all federal, state and local non-discrimination laws or ordinances. The duty of non-discrimination relates not only to the provision of services by the Public Defender to the clients, but also with respect to the hiring and employment practices of the Public Defender Contractor.

2.74.020 QUALIFICATIONS AND TRAINING.

(1) Every Public Defender performing services under the contract with the City shall satisfy the minimum requirements for practicing law in the State of Washington as determined by the Washington State Supreme Court and possess a license to practice law in the State. [Interns may assist in the provision of services so long as such interns comply with APR 9, and are trained and supervised by contract Public Defenders.]

(2) Public Defenders (and interns) performing services under contract shall:

a) be familiar with the statutes, court rules, constitutional provisions, and case law relevant to the practice area; and

b) be familiar with the Washington Rules of Professional Conduct (WRPC); and

c) be familiar with the Performance Guidelines for Criminal Defense Representation approved by the Washington State Bar Association; and

d) be familiar with the consequences of a conviction or adjudication, including possible immigration consequences and the possibility of civil commitment proceedings based upon a criminal conviction; and

e) be familiar with mental health issues and be able to identify the need to obtain expert services; and

f) complete seven (7) hours of continuing legal education within each calendar year and courses related to public defense practice.

(3) The City Attorney, City Prosecutor, Chief of Police and law enforcement personnel shall not participate in the selection and evaluation process leading to the recommendation of a contract for Public Defense Services.

2.74.030 ADMINISTRATION, SUPPORT SERVICES AND INFRASTRUCTURE.

(1) Contracts for services and proposals submitted in pursuit of such contracts shall provide for or include adequate administrative support, including but not limited to:

a) Travel, telephones, law library and/or electronic research capabilities, financial accounting, case management systems, computers, word processing equipment and software, office space and supplies. Proposals for contracts shall be elevated to address the training of attorneys and staff (see Section 2.74.020 above) and provide for adequate staffing and other costs associated with the day to day management of a law office.

b) Private offices and/or conference rooms shall be available which allow the maintenance of confidentiality. A telephone system, internet access and postal address shall be provided by Public Defender.

(2) Contracts for and proposals to contract shall provide for adequate staffing. An adequate staff includes provision for legal assistance, accounting services, case management services and/or programs, and access, when needed, to the services of a social worker, mental health professional and translating service.

2.74.040 EVALUATION AND MONITORING.

(1) Contracts and proposals to contract with the City for Public Defense Services shall include provision for case reporting systems and information management systems. Such systems shall have the capability to provide monthly reports to the City and to the Office of Court Administration regarding the caseloads generated under the contract for each attorney (and intern) providing services under the contract.

(2) Complaints.

a) The City Mayor shall designate a contact point for complaints regarding the provision of services by the Public Defender.

b) Public Defender Service Providers shall first be afforded an opportunity to resolve any complaint.

c) Complaints regarding the provision of services under the contract, or regarding a violation of any of these standards shall be investigated by the mayor or his/her designee provided, however, that any complaint regarding trial strategy or any other matter which could breach confidentiality shall be referred to the Washington Bar Association or the presiding judge of the District Court. Nothing in this section or in these standards should be interpreted to require the Public Defender or any indigent defendant to breach any duty of confidentiality, including, but not limited to trial strategy.

2.74.050 CASELOAD LIMITS.

(1) The caseload of the Public Defender shall consist of misdemeanors and RALJ appeals to Superior Court. A case is defined as the filing of a document with the Court naming a person as a defendant or respondent, to which an attorney is appointed in order to provide representation.

(2) No Public Defender performing services by contract shall exceed four hundred (400) cases in any calendar period. Contracts for Services shall prohibit the Public Defender from performing services under any other similar contract which, taken in conjunction with the services to be performed under the contract, would exceed the case count in any calendar year. The case count for a Public Defender who maintains a private practice shall be adjusted to reflect the relative percentage which criminal defense relates to the Public Defender's total practice. For example, an attorney whose practice consists of fifty percent (50%) services provided under contract to the City (adjusted for any other Public Defense

Services performed for another entity) and fifty percent (50%) private practice, the total case count for such an attorney shall not exceed two hundred (200) cases.

(3) The caseload limit for approved interns shall be twenty-five percent (25%) of those established by these policies.

(4) The request for qualifications process for selection of a Public Defender and Public Defender Counsel shall strive to obtain a Public Defender whose experience and training is sufficient to comport with the caseload assumptions and credits assigned. Attorneys assigned to RALJ appeals shall have a minimum of one year's experience in RALJ appeals or in the event multiple attorneys perform services in the contract, a minimum of one attorney assigned to or supervising RALJ appeals shall have such experience.

(5) The standards provided herein for caseloads may be adjusted up or down depending upon the complexity of any particular case. A Public Defender may request to have the weighting for an unusually complex case increased depending upon the complexity and requirements of the case, and such adjustment shall not be unreasonably refused by the City. The maximum caseload for a particular attorney shall be adjusted downward when the mix of case assignments becomes weighted toward an unanticipated number of more serious offenses or case types that demand more investigation, legal research and writing, use of experts, and/or social workers or other expenditure of time and resources.

(6) If a Public Defender or assigned counsel is carrying a caseload consisting of cases performed under contract with the City, as well as other criminal cases from other jurisdictions, including a mixed caseload of felonies and misdemeanors, these standards shall be adjusted proportionally to determine a full caseload. If the contract or assigned counsel also maintains a private law practice, the caseload shall be based upon the percentage of time that the lawyer devotes to public defense with the City.

(7) The monthly reports to be provided by the Public Defender shall identify the number of cases assigned, the case count year-to-date, and cases which the Public Defender has been assigned a higher case count.

2.74.060 COMPENSATION.

(1) The City of Clarkston is a public agency whose revenues and resources are limited by statute, the constitution, and our local economy. The City has an obligation to obtain the quality representation to indigent defendants at a reasonable price that takes into consideration the resources of the City, and the needs of its citizens. Within those inherent limitations, the Public Defense Services afforded by contract shall ensure that public defense attorneys and staff are compensated at a rate commensurate with their training and experience. For conflict and other assigned counsel, reasonable compensation shall also be provided. In each case, compensation shall reflect the time and labor required to be spent by the attorney and the degree of professional experience demanded by the assigned caseload. Due to the limited jurisdiction of the municipal/district court, misdemeanors and RALJ misdemeanor appeals pursuant to Superior Court constitute the assigned caseload under contract. Contracted and assigned counsel shall be compensated for reasonable out of pocket expenses.

(2) The contract shall provide for extraordinary compensation in the event that a particular case requires an extraordinary amount of time and preparation. The conditions under extraordinary fees may be charges will be defined within any contract.

(3) Attorneys with a conflict of interest shall not be required to compensate the new, substituted attorney user the contract. Such arrangements are prohibited by ethical considerations.

(4) Among the reasonable expenses to be covered by the contract include expert witnesses, investigative costs, and the administrative overhead costs of paraprofessionals, including, as needed, mental health professionals, social workers, and translators.

(5) The City's contract with assigned or Conflict Counsel may provide for payment by voucher. Assigned or Conflict Counsel shall be paid by the case upon completion. Contract counsel shall be paid monthly without regard to the number of cases closed based upon the contract's estimation of cases to be assigned during any calendar period. In the event that the case limits are exceeded, the contract shall provide for additional compensation to the contractor, including, but not limited to, the additional cases assigned as well as any impact which the additional case assignments may have upon administrative and attorney overhead of the Public Defender. For example, if the assignment of additional cases requires the Public Defender to add staff or increase training, administrative and other overhead charges, the City and Public Defender shall enter into negotiation to provide for reasonable compensation that assures the provision of quality representation to indigent defendants.

2.74.070 EXPERTS, INVESTIGATION, AND OTHER COSTS.

(1) Public Defense Contract shall provide reasonable compensation for an expert of the Public Defender's choosing. No appointment shall be from a pre-approved list designated by the City Attorney, the City Prosecutor, or other City officials.

(2) The services of expert witnesses will be provided under contract when approved by the Court through ex parte motion. The expert will be paid directly by the City.

(3) Investigative services shall be employed as appropriate. The investigator shall have appropriate training and experience in the area of criminal defense and investigation relating to criminal matters. Normally, a ratio of one investigator to four attorneys shall be provided. Contracts for Public Defense Services shall include investigative services as a part of reimbursed overhead.

2.74.080 TERMINATION AND REMOVAL.

(1) Termination of the contract shall occur only for "good cause". Good cause shall include the failure of the contract Public Defender to render adequate representation to clients, the willful disregard of the rights and best interests of the client, and the willful disregard of these standards. Termination may also occur for violation of the express terms of the contract, and these standards, provided, however, that the Public Defender shall be provided reasonable opportunity, following notice, to cure any technical contract violations that do not impair the provision of quality representation to the indigent client.

(2) Removal by the Court of counsel from representation normally should not occur over the objection of the attorney and the client.

2.74.090 SUBSTITUTION CONFLICT COUNSEL.

(1) The selection process for a Public Defender shall be by review of names and experience levels of the attorneys who will actually provide services, to ensure that they meet minimum qualifications. The contract shall prohibit sub-contracting without the express written consent of the City. The City will endeavor to contract directly with the service providers.

(2) In the event of conflict or removal of the Public Defender, Conflict Counsel shall be available, either through a joint contract with the Public Defender and Conflict Counsel, by separate contract with Conflict Counsel or by court appointment. In the event that alternative or Conflict Counsel is required to

be assigned, the Public Defender shall bear no part of the costs associated with the appointment of alternative or sub-Conflict Counsel. The contract should address the procedures for continuing representation of clients upon conclusion of the agreement.

(3) Conflict Counsel shall adhere to the standards established by this ordinance, including, but not limited to, an evaluation of the overall case count annually by Conflict Counsel under the procedures set forth in this agreement.

(4) Conflict Counsel may be assigned:

- a) by the District Court upon the request of the Public Defender;
- b) in accordance with the terms of a joint contract with the Public Defender and Conflict Counsel; or
- c) pursuant to a separate contract.

2.74.100 SUPERVISION, MONITORING AND EVALUATION OF ATTORNEYS.

Candidates for Public Defender services are encouraged, but not required, to comply with the provisions of Standard 10 and 11 as established by the Washington Bar Association, Standards for Indigent Defense Services, approved June 2, 2011. The City recognizes that smaller firms providing Public Defense Services may provide quality service through experienced practitioners. Wherever possible, larger contracting agencies should make provision for supervision, monitoring and evaluation in accordance with Bar Association standards or provide alternative methods for the supervision, monitoring and evaluation of attorneys which achieve substantially the same goals.

2.74.110 UPDATE AND EVALUATION.

As the rules established by the Washington State Supreme Court are applied and interpreted by the courts and, when appropriate, the Bar Association and other administrative agencies, the City states its intent to review and modify these standards.

Effective Date. This ordinance, being an exercise of a power specifically delegated to the City legislative body, is not subject to referendum, and shall take effect five (5) days after passage and publication of an approved summary thereof consisting of the title.

APPROVED:

Kathleen A. Warren, Mayor

ATTEST:

Vickie Storey, City Clerk

APPROVED AS TO FORM:

James Grow, City Attorney

Passed by the City Council: _____

Published: _____

Effective Date: _____

SUMMARY OF ORDINANCE NO. 1541
Of the City of Clarkston, Washington.

On the _____ day of _____, 2015, The City Council of the City of Clarkston, passed Ordinance No. 1541. A summary of the content of said ordinance, consisting of the title, provides as follows:

AN ORDINANCE OF THE CITY OF CLARKSTON, WASHINGTON, ADOPTING STANDARDS FOR THE DELIVERY OF PUBLIC DEFENDER SERVICES PURSUANT TO RCW 10.101.030 AND FIXING A TIME WHEN THE SAME SHALL BECOME EFFECTIVE.

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

DATED this _____ day of _____, 2015.

Vickie Storey, City Clerk

SCHOOL RESOURCE OFFICER AGREEMENT

THIS AGREEMENT made and entered into on May 11, 2015, 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, 2015, to July 31, 2016.

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 and 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 \$68,089.36 for 194 eight (8) hour days worked between August 1, 2015 and July 31, 2016. This will be paid to the Police Department in eleven (11) monthly payments, the first being paid on October 31, 2015, and the last being paid on September 30, 2016. 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.

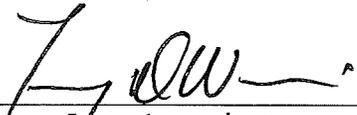
4. This Agreement constitutes a final written expression of all the terms of the Agreement and is a complete and exclusive statement of those terms.

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: 5/11/15

Date signed: _____

City of Clarkston
Public Works Director
829 5th St.
(509) 758-1662
(509) 769-6019fax

Memo

To: Council
From: James E. Martin, PWD
CC: Mayor Warren
Date: June 5, 2015
Re: Possible Easement with Army Corps

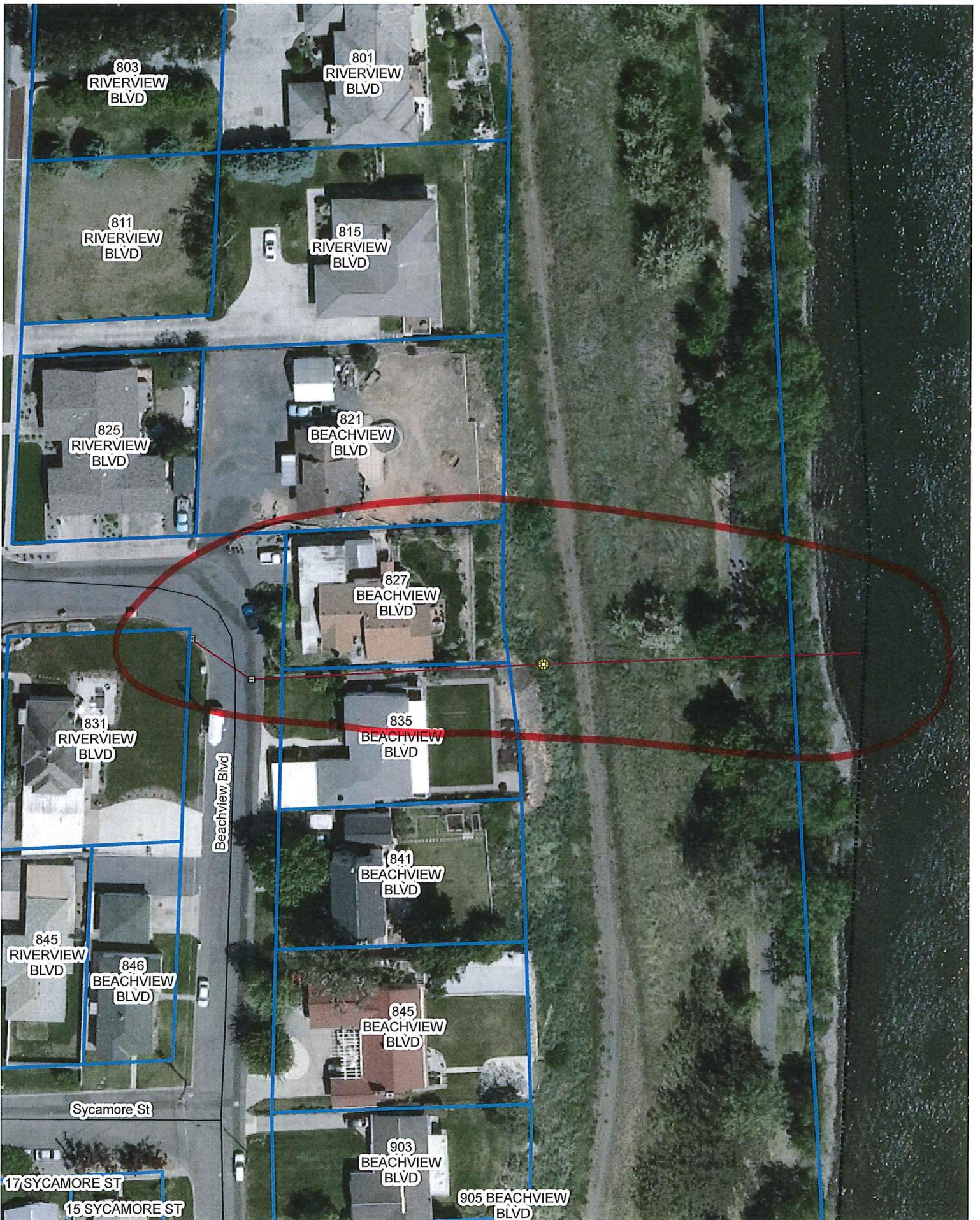
There has been an issue discovered with a storm sewer line serving a couple storm drains on Beachview Blvd. The old line drops over the bank and down through the Greenbelt controlled by the Army Corps. We want to fix a break but it was discovered that there is no easement for the existing storm line. As part of the repair, the Corps wants us to enter into a legal easement. I am looking for Council support for the Mayor's signature when all reviews of the document are complete. I will be providing additional information as this moves along.

Attached is a photo that indicates the location.

Thanks,



Jim



Release

In exchange for good and valuable consideration, the sufficiency of which is acknowledged by the parties to this Agreement, the City of Clarkston hereby agrees to release and hold harmless Brotnov Architecture, Jerry Brotnov, and any other employees, owners or agents of Brotnov Architecture (collectively "Brotnov") from any liability for any claims or damages which have been suffered or could be suffered by the City, whether known or unknown, as a result of professional services provided by Brotnov on the Public Safety Building Project in Clarkston, Washington (the "Project"), and from any liability for any claims or damages which could be suffered by the City as a result of consultation with Brotnov as to litigation between the City and any other entity arising out of the improvement project at the Public Safety Building.

This release and hold harmless agreement shall apply to any and all claims which could be asserted by the City against Brotnov, whether sounding in contract, tort or other area of law, except for those claims excluded below. This Agreement shall be interpreted according to the laws of the State of Washington. If either party is required to take legal action to enforce this Agreement, said legal action shall be filed in a Court of competent jurisdiction in King County, and the prevailing party in any such legal action shall be entitled to attorney fees and costs.

Provided, however, this release shall not extend to and shall not include:

Any claims or damages for personal injury;

Any claims or damages for property damage as a result of latent design defects, as defined below; or

Any claim for latent design defects in the Project (For purposes of this release exemption, the term "latent defects" shall mean defects not presently known to the City, and which in the exercise of ordinary, reasonable care by the City could not presently be known to City).

Each of the undersigned has read and fully understands the Agreement, has had the opportunity to consult legal counsel, and is vested with the appropriate authority to execute the Agreement on behalf of the City of Clarkston or Brotnov:

City of Clarkston	Brotnov Architecture
Printed Name, Title:	Printed Name, Title:
Date:	Date:

**OWNER AND ARCHITECT CONTRACT
CHANGE ORDER NO 1**

The Owner and Architect Contract between the City of Clarkston and Jerald W. Brotnov, AIA, d//b/a Brotnov Architecture and Planning dated August 23, 2010 is amended as follows:

Article 3 is amended to increase the maximum contract amount by \$17,055 for additional architectural services as reflected in the attached statement date May 5, 2015 and Invoice Nos. 5393, 5394, 5455, 5456, 5479, 5480 and 5479 and an invoice breakdown.

Other terms of the Owner and Architect Contract dated August 23, 2010 remain in effect.

Entered into this _____ day of May, 2015.

THE CITY OF CLARKSTON
PLANNING

BROTN OV ARCHITECTURE &

Kathleen A. Warren, Mayor

Jerald W. Brotnov, AIA

**OWNER AND ARCHITECT CONTRACT
CHANGE ORDER NO. 2**

The Owner and Architect Contract between the City of Clarkston and Jerald W. Brotnov, AIA d/b/a Brotnov Architecture & Planning dated August 23, 2010 is amended as follows:

Article 1 is amended to include consulting services concerning Skyline Contractors, Inc.'s claim and related litigation, arbitration and mediation.

Article 3 is amended so that consulting services concerning Skyline Contractors, Inc.'s claim and related litigation, arbitration and mediation will be compensated at the rate of \$65.00 per hour.

Other terms of the Owner and Architect Contract dated August 23, 2010 remain in effect.

Entered into this ___ day of May, 2015.

THE CITY OF CLARKSTON

BROTN OV ARCHITECTURE
& PLANNING

Kathleen Warren, Mayor

Jerald W. Brotnov, AIA