

**CITY OF CLARKSTON
CITY COUNCIL AGENDA
829 5th Street
MONDAY, JANUARY 26, 2015**

- 1. CALL TO ORDER: 7:00 P.M.**
- 2. PLEDGE OF ALLEGIANCE:**
- 3. AGENDA CHANGES:**
- 4. APPROVAL OF MINUTES:
January 12, 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 – January 20**
 - C. Public Works – January 21**
 - D. Administrative/Intergovernmental – January 26**
 - E. Community Development – January 20**

- 7. UNFINISHED BUSINESS:**
 - A. Court Filing Fees (PS)**

- 8. NEW BUSINESS:**
 - A. Resolution No. 2015-02, Equal Employment Opportunity Plan (Admin)**
 - B. Mutual Aid Agreement with City of Lewiston (PS)**
 - C. Authorization to Order 2015 Patrol Vehicle (PS)**
 - D. Interlocal Agreement for RTPO (PW)**
 - E. Re-appoint Belinda Campbell to Community Development Committee (CD)**

- 9. COUNCIL COMMENTS**
- 10. MEDIA QUESTIONS**
- 11. EXECUTIVE SESSION:**
- 12. ADJOURN:**

Time limits for addressing the council have been established by council direction. Presentations are limited to 15 minutes and public comments are limited to 3 minutes per person, per topic.

CLARKSTON CITY COUNCIL MINUTES
January 12, 2015

COUNCIL:

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

STAFF:

- Chief Hastings Chief Cooper Clerk Storey City Attorneys Grow and Richardson PWD Martin

AGENDA CHANGES:

APPROVAL OF: MOTION BY BEADLES/NASH to approve the minutes of the December 22, 2014, Regular Meeting. Motion carried.

COMMUNICATIONS:

- A. From the Public:**
- B. From Mayor:** Mayor Warren reminded council that citizen members to the committees are advisory and do not vote.
- C. From Staff:**

COMMITTEE REPORTS:

Finance: Councilmember Provost reported the bills were reviewed and approved for payment. Total expenditures for January 12, 2015 of \$699,771.84. MOTION BY PROVOST/BLACKMON to approve the bills. Motion carried.

Public Safety: Committee met January 6. Attending were Beadles, Provost, Jones, Cooper, Hastings. Councilmember Beadles reported that Chief Hastings has been working on cooperative plans with Asotin County. Clarkston officers will be deputized and some training will be combined. Committee recommends that Dick Jones and Jim Braddock be appointed as citizen representatives to the committee. Committee recommends that old appliances that have been replaced be donated to Habitat for Humanity. Chief Cooper has asked to be authorized to negotiate a mutual aid agreement with City of Lewiston. Committee recommends approving the agreement for the Dispatch Advisory Committee. Chief Cooper is working on an agreement with Clearwater Paper.

Public Works: Committee met on January 7. Councilmember Nash said Keller Engineering is applying for funding of \$2.97 million for Southway Bridge resurfacing. Committee would like to authorize a letter of support and a commitment to Clarkston's share of matching funds (\$54,628). PUD is working on a repair on Bridge Street where a water leak has undermined the street. Work is starting on the sidewalk in front of Walgreens. Committee recommends appointing Jim Braddock as a citizen representative to the committee. PWD Martin is working on funding to replace the Rotary Shelter at Beachview Park.

Admin Committee: Councilmember Manchester said committee met earlier today. All members were present.

Community Development: No meeting.

UNFINISHED BUSINESS:

A. Court Filing Fees

Councilmember Beadles said committee met with City Attorney Richardson who is still working on a proposal. It should be back on the agenda for next meeting.

NEW BUSINESS:

A. Committee Assignments

No one asked to change committee assignments so they remain the same.

Councilmember Kolstad asked about the duties and responsibilities of the committees. The rules state that topics should be assigned to committee by council. And the committee does not have authority to take action. Grow said if the council votes to authorize committee to take action, then the committee doesn't need further approval. He said the committee can bring things to the council for consideration. Richard added that the council delegates some authority to the committee and they can ask the committee to review a topic and make recommendations.

B. Appoint Mayor Pro Tem

MOTION BY PROVOST/BAUMBERGER to appoint Beadles Mayor Pro Tem. Motion carried.

C. Contract for Tourism Services, Hells Canyon Visitor Bureau

MOTION BY BEADLES/KOLSTAD to approve the contract with Hells Canyon Visitor Bureau. Motion carried.

D. Contract for Tourism Services, Clarkston Rotary

MOTION BY BEADLES/KOLSTAD to approve the contract with Clarkston Rotary. Motion carried.

E. Appoint Dick Jones to Public Safety Committee

MOTION BY BEADLES/NASH to appoint Dick Jones to Public Safety committee. Motion carried.

F. Appoint Jim Braddock to Public Works Committee

MOTION BY NASH/BAUMBERGER to appoint Jim Braddock to Public Works Committee. Motion carried.

G. Resolution No. 2015-01, Surplus Equipment

Resolution No. 2015-01 was read by title. MOTION BY BEADLES/NASH to approve Resolution No. 2015-01. Motion carried.

H. Appoint Jim Braddock to Public Safety Committee

MOTION BY BEADLES/BAUMBERGER to appoint Jim Braddock to Public Safety Committee. Motion carried.

I. Interlocal Agreement for Asotin Co. Emergency Communications Advisory Committee

MOTION BY BEADLES/MANCHESTER to approve the Interlocal agreement with Asotin County. Motion carried.

J. Authorize Chief Cooper to Negotiate Mutual Aid Agreement with City of Lewiston

MOTION BY BEADLES/NASH to authorize Chief Cooper to continue to negotiate a mutual aid agreement with City of Lewiston. Motion carried.

K. Authorize Letter of Support and Funding for Southway Bridge Resurfacing Application

MOTION BY NASH/BEADLES to authorize a letter of support for Southway Bridge funding. Provost asked if the funds for the match are available. Martin said it would have to be taken from reserves, but there are funds there.

COUNCIL COMMENTS:

MEDIA QUESTIONS:

EXECUTIVE SESSION: Council went into Executive Session at 7:26 p.m. to discuss negotiations. Anticipated length is session is 10 minutes with no decisions to be made as a result. Council returned to open session at 7:36.

ADJOURNMENT:

Meeting adjourned at 7:36 p.m.

Vickie Storey, City Clerk

Kathleen A. Warren, Mayor

Total Fund Expenditures, 1/12/15	Ck #58208, 58210-67,	\$406,722.91
Total Fund Expenditures,		
Payroll, 12/31/14	Ck #58160-58207	\$293,048.93

DRAFT

Public Safety Committee

January 20, 2015

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

Chief Cooper presented the copy of the Mutual Aid Agreement with the City of Lewiston. The agreement presents the cooperation for requesting services relating to fire and medical service. The agreement includes compensation for reimbursement to current fees for emergency medical services provided per the Mutual Aid Agreement. (Agenda Item for Council action).

Chief Hastings discussed the Asotin County Sheriff deputizing Clarkston Police Officers.

Chief Hastings would like to order the Patrol SUV per our policy (budgeted item for 2015). (Agenda Item for Council action).

Butch Atkins (Asotin County Emergency Coordinator) plans to grant fund Tough Books (lap tops) to use as Mobil Data Computers for city patrol cars.

Additional research is being completed for police body cameras.

PWC

JAN 21, 2015 3:30 PM

AGENDA
ITEM

- 1) RTPD "LLA" TO COUNCIL (FOLLOWING LEGAL REVIEW)
GRAY WILL SPEAK WITH RTPD DIRECTOR MARSHALL DOAK.
- 2) WWTP "PRETREATMENT REGULATIONS" UPDATE,
REQUIRED BY ECOLOGY
- 3) NEW SIGNS - PANDHANDLING & NO SMOKING FOR PARKS
PANDHANDLING SIGNS @ 202²⁹ WE WILL INSTALL
- 4) SNAKE RIVER DREDGING - INFO
CONCERNED THAT WWTP OUTFALL HAS BEEN AVAILABLE
TO CONTRACTOR AND NO ATTEMPT TO REMOVE HAS
BEEN DONE TO DATE.
- 5) 13th ST. PROJ. PRECON MEETING IS 10 AM 27th
WITH ALL INVOLVED. (NEED TO INCLUDE PTBA)

Community Development Committee

January 20, 2015

Attendance: George Nash, Brian Kolstad, Belinda Lierman, Terry Beadles

Kris Rathbun was unable to meet with us. She will reschedule for next month. There will be a presentation and discussion about murals for Foster Park.

We discussed ideas for Downtown Clarkston. Ideas for the future might include:

Art studios and art related businesses.

Apartments

Pocket Park(s).

Retail specialty shops.

Maybe, a survey for input from Downtown business owners.

Brian will check with the Lewiston Downtown Association for ideas.

RESOLUTION NO. 2015-02

A RESOLUTION ADOPTING AN EQUAL EMPLOYMENT OPPORTUNITY PLAN FOR THE CITY OF CLARKSTON

WHEREAS, the City of Clarkston has long maintained a policy of non-discrimination in all employment, contract and enforcement matters; and

WHEREAS, a need exists to adopt a formal Equal Employment Opportunity Plan in order to comply with the requirement from the United States Department of Justice Office of Justice Programs Office for Civil Rights for grant recipients for grant recipients of less than \$500,000; and

WHEREAS, the City of Clarkston is the recipient of Department of Justice grants; and

WHEREAS, the grants benefit the citizens of Clarkston,

NOW THEREFORE, IT IS HEREBY RESOLVED by the City Council of the City of Clarkston, State of Washington, that the attached Equal Employment Opportunity Plan be adopted. This plan will remain effective until modified or amended by the City Council.

DATED this 26th day of January, 2015.

Kathleen A. Warren, Mayor

Vickie Storey, City Clerk

City of Clarkston

Equal Employment Opportunity Plan (EEOP)

Effective Date: January 1, 2015 – December 31, 2017

Policy Statement:

The City of Clarkston (City) is an equal opportunity employer. We hire, train and promote without discrimination due to race, color, religion, gender, national origin, ancestry, marital status, age, sexual orientation or handicap. The City of Clarkston affirmatively seeks to employ and advance qualified veterans and disabled veterans. Hiring, promotions, lay-offs, discharge, rates of pay, training and other employment activities will be consistent with this Equal Opportunity Statement.

The City seeks a workforce representative of the surrounding community, and will not discriminate against any employee in an unlawful manner. The City treats all applicants and employees equally and without regard to race, religious creed, color, national origin, sex, age, sexual orientation, disability, political affiliation, marital or veteran's status, or any bias prohibited by local, state or federal law. The City will make reasonable accommodation for qualified individuals if it can do so without undue hardship.

All activities related to employment such as: recruitment, selection, salary administration, working conditions, benefits, application of policies, transfer, promotion, demotion, layoff, recall, termination and training shall be conducted in a non-discriminatory manner (except as required by a bona fide occupational qualification). Therefore, as openings occur, applicants will be allowed to advance within the City in accordance with their skills, abilities and experience.

The policies of equal employment opportunity also apply to the selection and treatment of independent contractors, personnel working on City premises who are employed by temporary agencies and any other persons or companies doing business for or with the City.

It is the policy of the City to foster and maintain a harmonious non-discriminatory working environment for all employees. Toward this end, the City will not tolerate racial, ethnic, religious, or sexual slurs or comments demeaning national origin or disability by any employee or about any employee or applicant.

Purpose: The purpose of the Equal Employment Opportunity Plan (EEOP) is to identify organizational components and job categories within the City of Clarkston's workforce in which under representation occurs in proportion to availability in the labor force and to devise and implement programs and timelines to pursue goals to achieve equitable representation.

Diversity: It is the policy of the City to be fair and impartial in all of its relations with employees and to recognize the dignity of the individual. The City's EEOP is a tool to ensure equal opportunity in all phases of city programs, employment, recruitment and post-employment activities.

This diagnostic tool is used to evaluate the workforce and compare it with the composition of the relevant labor pool, outlining practical steps in which to address underutilization of specific groups in all departments and offices.

The City views the principle of equal employment opportunity as a vital element in the employment process and as a hallmark of good management. Employees will be treated impartially and allowed, without

prejudice, to advance in the organization, as their abilities warrant and as openings occur. The City will promote and afford equal treatment and service to all employees and citizens.

The City of Clarkston commits to:

- a. Recruiting, hiring, training and promoting people in all job classifications without regard to race, color, religion, sex sexual orientation, national origin, disability, veteran status or any other non-job-related characteristic.
- b. Ensuring that promotion decisions are in accordance with equal employment opportunity requirements by imposing only valid, job-related requirements for promotional opportunities.
- c. Ensuring that all personnel actions relating to compensation, benefits, transfers, terminations, training and education are administered in a nondiscriminatory manner.

Grievances:

Employees of and applicants to the City will not be subject to harassment, intimidation, threats, coercion, or discrimination because they have engaged or may engage in filing a complaint, assisting in a review, investigation or hearing or have otherwise sought to obtain their legal rights related to any federal, state or local law regarding EEO. Any employees or applicants who feel that they have been subjected to such behavior because of their EEO status may file a grievance.

Grievances may be made to the appropriate department head or the Mayor. All grievances shall be investigated immediately. While the City cannot guarantee complete anonymity, it will maintain confidentiality to the extent possible.

Harassment based on the protected classes described in the EEO policy and EEOP is a violation of federal and state law. Harassment is prohibited in all City workplaces and while conducting work for the City.

Retaliation and/or harassment against an employee who files a grievance and any witnesses to an investigation are strictly prohibited.

Violators of this policy shall be subject to discipline up to and including termination.

Administration:

The Mayor shall be ultimately responsible for the progress of this plan. He/she shall support the plan's intent and review its progress every year in cooperation with the Finance Department.

The Finance Department shall be responsible for the administration and maintenance of the plan. Finance shall be responsible for:

- a. Conducting a continuous review to ensure that County personnel processes meet EEOP requirements.
- b. Internal and external communications regarding protected classes.
- c. Reviewing and updating the EEOP Plan every three years.
- d. Receiving and investigating complaints against the City.
- e. Implementing an audit system that will: 1) measure the effectiveness of the EEOP; 2) indicate the need for any remedial action; and 3) determine the degree to which the City's objectives have been met.
- f. Serving as liaison between the City and enforcement agencies.

Department heads/elected officials are responsible for knowing the plan and promoting equal opportunity at the City. All personnel actions shall conform to applicable policies/procedures and the EEOP, the basic purpose of which is to further the utilization of the underrepresented with respect to the terms of benefits

and privileges of employment, etc. It is expected that all department heads, elected officials and supervisory personnel:

- a. Assist in the identification of problem areas, formulating solutions, and establishing departmental goals and objectives when necessary.
- b. Review the qualifications of all applicants and employees to ensure qualified individuals are treated in a nondiscriminatory manner when hiring, promotion, transfer and termination actions occur.
- c. Review the job performance of each employee to assess whether personnel actions are justified based on the employee's performance of his or her duties and responsibilities.

All employees are responsible for being aware of the plan's intent and cooperating fully in making it a success.

Dissemination:

- a. Written notice will be given to all employees of the existence of the EEOP, as well as instructions of how to obtain a copy.
- b. Equal Employment posters will be posted on bulletin boards throughout the City.
- c. A copy of the EEOP will be distributed to all supervisors, managers and the Mayor.
- d. A copy of the EEOP will be provided to the public upon request.
- e. The EEOP will be posted the City's website.
- f. Applications and announcements for employment shall contain an EEO policy statement "Equal Opportunity Employer" or "EEO".
- g. All requests for bid and proposals will contain EEO language.
- i. Notify all contractors and vendors doing business with the City of Clarkston that a copy of the EEOP is available by request.

Labor Market and Analysis:

The City of Clarkston EEO Plan includes: analysis of the Asotin County workforce and community labor market; identification of the specific areas of underutilization; objectives to overcome those underutilizations; and steps the City will take to achieve the plan's objectives.

Table A shows the Labor Market Analysis comparing the available labor force to the City's workforce. Comparisons are made in race, ethnicity and gender. Underutilizations for each group are shown in bold on Table A and listed on Table B. The analysis shows underutilization in 22% of the groups and no underutilization in 78% of the groups. Underutilization ranges from -1% to -67%.

Table C shows all underutilizations by job category translated into full time equivalent (FTE) positions. Table D summarizes the significant underutilizations for each job category, ethnicity and gender. Significant underutilization is defined by a requirement of three or more FTEs to eliminate the underutilization. A requirement of two or less FTEs is not significant.

Those areas showing significant underutilization are in the white female technicians and white female protective services categories.

Job category descriptions are listed in Appendix A. Ethnicity and race descriptions are listed in Appendix B.

Table A: Labor Market Analysis

Job Category	Male						Female								
	Total	White	Hispanic or Latino	Black or African American	American Indian or Alaska Native	Asian	Hawaiian or Other Pacific Islander	Two or More Races	White	Hispanic or Latino	Black or African American	American Indian or Alaska Native	Asian	Hawaiian or Other Pacific Islander	Two or More Races
Officials/Admin															
City Statistic	4	3	75%	0	0	0	0	0	0	0	0	0	0	0	0
Community Statistic	985	495	50%	25	3%	0	4	0	0	0	0	0	0	0	0
Utilization		25%	-3%	0%	0%	0%	0%	0%	-22%	0%	0%	0%	0%	0%	0%
Professionals															
City Statistic	1	1	100%	0	0	0	0	0	0	0	0	0	0	0	0
Community Statistic	1393	560	40%	0	0	0	0	4	0	770	55%	35	2%	1	5
Utilization		60%	0%	0%	0%	0%	0%	0%	-55%	-2%	-1%	0%	0%	0%	0%
Technicians															
City Statistic	6	6	100%	0	0	0	0	0	0	0	0	0	0	0	0
Community Statistic	335	95	28%	0	0	0	0	0	0	230	67%	10	3%	0	0
Utilization		72%	0%	0%	0%	0%	0%	0%	-67%	-3%	0%	0%	0%	0%	0%
Prot Svcs/Sworn															
City Statistic	28	26	93%	0	0	0	0	0	0	2	7%	0%	0	0	0
Community Statistic	210	150	71%	15	7%	0	0	0	0	45	21%	0	0	0	0
Utilization		22%	-7%	0%	0%	0%	0%	0%	-14%	0%	0%	0%	0%	0%	0%
Admin Support															
City Statistic	7	2	29%	0	0	0	0	0	0	5	71%	0	0	0	0
Community Statistic	1215	200	16%	0	0	0	0	0	0	915	75%	10	1%	0	20
Utilization		13%	0%	0%	0%	0%	0%	0%	-4%	-1%	0%	-2%	-3%	0	-1%
Skilled Craft Wrk															
City Statistic	7	7	100%	0	0	0	0	0	0	0	0	0	0	0	0
Community Statistic	1545	1255	81%	60	4%	0	0	10	1%	210	14%	0	0	0	0
Utilization		19%	-4%	0%	0%	-1%	0%	0%	-14%	0%	0%	0%	0%	0%	0%
Service/Maint															
City Statistic	10	10	100%	0	0	0	0	0	0	0	0	0	0	0	0
Community Statistic	1130	835	74%	60	5%	0	0	20	2%	10	1%	165	15%	0	0
Utilization		26%	-5%	0%	0%	-1%	0%	0%	-15%	-4%	0%	0%	0%	0%	0%

Cells with bold and large font are underutilizations. There are 22 groups with underutilizations.

Table B: Underutilization Summary

Official / Administrators			
Male		Female	
Hispanic	3%	White	22%

Professionals			
Male		Female	
		White	55%
		Hispanic	2%
		Black	1%

Technicians			
Male		Female	
		White	67%
		Hispanic	3%

Protective Services / Sworn			
Male		Female	
Hispanic	7%	White	14%

Administrative Support			
Male		Female	
		White	4%
		Hispanic	1%
		Am. Indian	2%
		Asian	3%

Skilled			
Male		Female	
Hispanic	4%	White	14%
Asian	1%		

Service/Maintenance			
Male		Female	
Hispanic	5%	White	15%
Am Indian	2%		
Asian	1%		
Two or Mo	4%		

Table C: Underutilizations by FTE

Includes all groups: gender, ethnicity, race

Job Category	2014 FTE
Officials/Administrators	1.00
Professionals	0.58
Technicians	4.20
Protective Services/Sworn	5.88
Administrative Support	0.77
Skilled Craft Workers	1.40
Service/ Maintenance	2.70

Table D: Significant Underutilization by Full Time Equivalent (FTE)

	Males							Female							2014 FTE Total
	White	Hispanic	Black	AIAN	Asian	NHOPi	Two or More Races	White	Hispanic	Black	AIAN	Asian	NHOPi	Two or More Races	
Officials/Administrators	*							*							*
Professionals								*		*					*
Technicians								4.02							4.02
Protective Services/Sworn	*							3.92							3.92
Administrative Support								*		*	*	*	*	*	*
Skilled Craft Workers	*				*	*	*	*		*					*
Service/ Maintenance	*		*	*	*	*	*	*							*
FTE Totals								7.94							7.94

Notes:

Significant Underutilization equals at least three or more FTEs required to eliminate the underutilization.

Cells with numerals indicate significant underutilization.

Blank cells indicate no underutilization.

Minor underutilizations are indicated by an *.

Significant Underutilization and Objectives:

As described in **Table D**, the significant underutilizations are in the following areas:

Table E: Summary of Significant Underutilizations

Race/Ethnicity	Gender	Job Category
White	Female	Technicians and Protective Services-Sworn

The City of Clarkston’s primary objective is to eliminate all underutilizations and increase representation of all races, genders and ethnicity groups to better reflect the local labor market. The significant underutilizations indicate needed improvement in the areas of white female technicians and sworn protective services. The City will continue its focus on recruitment for all races, genders, and ethnicities with specific objectives geared toward interest groups promoting professional men and women in the protective services and technicians industries.

Steps to Reach Objectives:

1. Provide information to department heads and mayor regarding diversity in the workforce, this EEO and alternative recruitment resources such as women and minority groups.
2. Create annual reports on the minority status of applicants, new hires, interviewed, disciplined and terminated employees. Review the reports for areas of concern regarding equal employment opportunity.
3. Advertise job openings in newspapers, journals, electronic media and web sites that target specific diverse populations.
4. Evaluate job selection methods to identify any disparate impact and ensure they are based on job necessity.
5. Include the phrase “Equal Employment Opportunity Employer” or “EEO” on all employment advertisements.
6. Maintain flow logs showing name, race, gender, date of application, job title, interview status and action taken for all applicants. This includes totals for applicants by race and gender. Keep a summary of job offers, hires, promotions, resignations, terminations and layoffs by job group, gender and minority group. Maintain employment applications in accordance with the Washington State Retention Schedule.

An annual report will compiled by the Finance Department concerning applicant flow and progress toward the objectives stated in the EEO. Comment will be solicited from department heads and the mayor. The report will be filed with City Council and all required federal, state and local agencies.

Appendix A: Job Category Descriptions

Officials and Administrators: Occupations in which employees set broad policies, exercise overall responsibility for execution of these policies, or direct individual departments or special phases of the agency's operations, or provide specialized consultation on a regional, district or area basis. Includes: department heads, bureau chiefs, division chiefs, directors, deputy directors, controllers, wardens, superintendents, sheriffs, police and fire chiefs and inspectors, examiners (bank, hearing, motor vehicle, warehouse), inspectors (constructions, building, safety, rent-and-housing, fire, A.B.C. Board, license, dairy, livestock, transportation), assessors, tax appraisers and investigators, coroners, farm managers and kindred workers.

Professionals: Occupations which require specialized and theoretical knowledge which is usually acquired through college training or through work experience and other training which provides comparable knowledge. Includes: personnel and labor relations workers, social workers, doctors, psychologists, registered nurses, economists, dieticians, lawyers, systems analysts, accountants, engineers, employments and vocational rehabilitation counselors, teachers or instructors, police and fire captains and lieutenants, librarians, management analysts, airplane pilots and navigators, surveyors and mapping scientists and kindred works.

Technicians: Occupations which require a combination of basic scientific or technical knowledge and manual skill which can be obtained through specialized post-secondary school education or through equivalent on-the-job training. Includes: computer programmers, drafters, survey and mapping technicians, licensed practical nurses, photographers, radio operators, technical illustrators, highway technicians, technicians (medical, dental, electronic, physical sciences), police and fire sergeants, inspectors (productions or processing inspectors, testers and weighers) and kindred workers.

Protective Service Workers – Sworn: Occupations in which sworn workers are entrusted with public safety, security and protection from destructive forces. Includes: police patrol officers, firefighters, guards, deputy sheriffs, bailiffs, correctional officers, detectives, marshals, harbor patrol officers, game and fish wardens, park rangers (except maintenance) and kindred workers.

Administrative Support (Including Clerical and Sales): Occupations in which workers are responsible for internal and external communication, recording and retrieval of data and/or information and other paperwork required in an office. Includes: bookkeepers, messengers, clerk-typists, stenographers, court transcribers, hearing reported, statistical clerks, dispatchers, license distributors, payroll clerks, officer machine and computer operators, telephone operators, legal assistants, sales workers, cashiers, toll collectors and kindred workers.

Skilled Craft Workers: Occupations in which workers perform jobs which require special manual skill and thorough and comprehensive knowledge of the processed involved in the work which is acquired through on-the-job training and experience or through apprenticeship or other formal training programs. Includes: mechanics and repairers, electricians, heavy equipment operators, stationary engineers, skilled machining occupations, carpenters, compositors and typesetters, power plant operators, water and sewage treatment plant operators and kindred workers.

Service- Maintenance: Occupations in which workers perform duties which result in or contribute to the comfort, convenience, hygiene or safety of the general public or which contribute to the upkeep and care of buildings, facilities or grounds of public property. Workers in this group may operate machinery. Includes: chauffeurs, laundry and dry cleaning operatives, truck drivers, bus drivers, garage laborers,

custodial employees, gardeners and groundskeepers, refuse collectors, construction laborers, park rangers (maintenance), farm workers (except management), craft apprentices/trainees/helpers, and kindred workers.

Appendix B: Race and Ethnicity Definitions
(As stated by the US Department of Justice)

White – All persons having origins in any of the original peoples of Europe, North Africa or the Middle East.

Black or African American- All persons having origins in any of the Black racial groups of Africa

Asian- All persons having origins in any of the original peoples of the Far East, Southeast Asia, or the Indian Subcontinent. For example: China, Japan, Korea, Vietnam, Thailand, Cambodia, and the Philippine Islands.

Native Hawaiian or Other Pacific Islander (NHOPI) – All persons having origins in any of the original peoples of Hawaii, Guam, Samoa or other Pacific Islands.

American Indian or Alaskan Native (AIAN) – All persons having origins in any of the original peoples of North and South America and who maintain cultural identification through tribal affiliation or community recognition.

Two or More Races – All persons who identify with more than one of the above races.

Hispanic or Latino – All persons of Mexican, Puerto Rican, Cuban, Central or South American, or other Spanish culture or origin, regardless of race.

Appendix C: City of Clarkston Titles by Job Category
(Based on federal governmental definitions)

Official / Administrator:

- Public Works Director
- Fire Chief
- Police Chief
- Clerk/Treasurer

Professionals:

- Police Commander

Technicians:

- Police Sergeants
- Fire Captain

Protective Services – Sworn:

- Patrol Officers
- Firefighter/EMT's (including reserves)

Administrative Support:

- Deputy Clerk/Treasurer
- Administrative Asst (Fire)
- Records Clerk
- Secretary
- Support Services Specialist

Skilled Craft Worker:

- Street Superintendent
- Building Inspector
- Sewer Superintendent
- WWTP Operator

Service/Maintenance:

- Street Equipment Operator
- Sanitation Driver
- Parks Laborer

DRAFT

DRAFT

MUTUAL AID AGREEMENT

THIS AGREEMENT made and entered into this _____ day of _____ 2015, by and between the CITY OF CLARKSTON (hereafter, CLARKSTON) a municipal corporation of the State of Washington, located in Asotin County, and the CITY OF LEWISTON (hereafter, CITY), an Idaho municipal corporation.

PRELIMINARY MATTERS

Each of the parties hereto has an interest in the control of fire, fire prevention, emergency medical services, hazardous materials control, and/or other emergency support; and each of the parties owns and maintains equipment and retains personnel who are trained to provide various levels of service in the control of fire, fire prevention, emergency medical service equipment and personnel, hazardous materials control, and/or other emergency support; and

In the event of a major fire, disaster or other emergency, either party may need the assistance of the other party to this Agreement to provide supplemental fire suppression, emergency medical service equipment and personnel, hazardous materials control and/or other emergency support; and

Each of the parties may have the necessary equipment and personnel available to enable it to provide such services to the other party to this Agreement in the event of such a major fire, disaster, or other emergency; and

The facilities of each party are located in such a manner as to enable each party to render mutual assistance to the other; and each of the parties to this Agreement has determined that it is in the best interests of each party to set forth guidelines for providing mutual assistance to each other in the case of a major fire, disaster or other emergency, and,

Each of the parties hereto does not assert, confirm, or represent it has any certain special expertise or specialized training with regard to the above referenced services, and,

Each party recognizes and agrees to follow all applicable NIMS and ICS guidelines and protocols when responding to an incident

Each of the parties agree as follows:

AGREEMENT

1) **AUTHORIZATION:** This Agreement is authorized under RCW 52.08.030 and RCW 39.34; and Idaho Code Section 67-2326, *et seq.*

2) **PURPOSE:** The stated purpose of this Agreement is for the parties to provide mutual assistance to each other for the control of fire, fire prevention, emergency medical services, hazardous materials control, and/or other emergency support in the event of a major fire, disaster, or other emergency.

3) **REQUEST FOR ASSISTANCE:** The Commanding Officer or Incident Commander of the Requesting Party at the scene of an emergency within the boundaries of that party's geographical jurisdiction is authorized to request assistance from the other party if confronted with an emergency situation for which the Requesting Party has need for equipment or personnel in excess of that available to the Requesting Party.

4) **RESPONSE TO REQUEST:** Upon receipt of a request, the Commanding Officer of the Responding Party shall immediately take the following action:

- Determine if the Responding Party has equipment and personnel available to respond to the Requesting Party and determine the type of the equipment and number of personnel available.
- Determine what available equipment and what available personnel should be dispatched in accordance with the plans and procedures established by the parties.
- In the event the requested equipment and/or personnel are available, then the Commanding Officer of the Responding Party shall dispatch such equipment and personnel to the scene of the emergency with proper operating instructions.
- In the event the requested equipment and/or personnel are not available, then the Commanding Officer of the Responding Party shall immediately advise the Requesting Party of such fact.
- The responding party may at any time withdraw its personnel and equipment for the purpose of responding to a fire call or other emergency response within its own boundaries, and no liability or obligation shall be incurred by a party for withdrawal for responding to a call within its own boundaries.

5) **COMMAND RESPONSIBILITY AT SCENE:** The Requesting Party's Incident Commander shall be in command of the operations under which the equipment and personnel sent by the Responding Party shall serve; provided, however, that the responding equipment and personnel shall be under the immediate supervision of the Responding Party's officer in charge. If the Incident Commander specifically requests a senior officer of the Responding Party to assume command, the Incident Commander shall not, by relinquishing command, be relieved of responsibility for the operation.

6) **COMMUNICATIONS:** Unless specifically instructed otherwise, the Requesting Party shall have the responsibility for coordinating communications between the personnel of the Responding Party and the Requesting Party. Responding Party personnel should be prepared to furnish communications equipment sufficient to maintain communications between its respective operating units.

7) **TERM OF DEPLOYMENT:** The initial duration of a request for assistance is anticipated to be one operational period but may be extended, if necessary. The duration of the response depends upon the complexity of the event.

- 8) **SUMMARY REPORT:** The Requesting Party shall complete the National Fire Incident Report and will forward Responding Party a copy of this report detailing the incident.
- 9) **LIABILITY:** The party responsible for making discretionary command decisions shall assume liability for and hold the other party harmless for all liabilities which arise out of, or are directly attributable to discretionary command decisions made by that party's personnel., EXCEPT each party agrees to assume responsibility for any liability arising out of the negligent actions of its personnel in the implementation of such discretionary command decisions, or any other actions done pursuant to this Agreement, and to hold the other party safe and harmless.
- 10) **POST-RESPONSE RESPONSIBILITY:** All equipment and personnel used under the terms of this Agreement shall be returned to the Responding Party upon being released by the Requesting Party, or upon demand being made by the Responding Party for return of said equipment and personnel.
- 11) **COMPENSATION:** Each party agrees that it will not seek compensation from the other party for services rendered under this Agreement unless certain exceptions apply. Each party shall at all times be responsible for the payment of wages and other compensation and for carrying workmen's compensation its employees. Each party shall be responsible for its own equipment and shall bear the risk of loss therefore, whether or not said equipment is being used within the area of primary responsibility of that party. However, if fire suppression chemicals are utilized by the Responding Party, the Requesting Party shall compensate the other party for the actual cost of such chemicals. In the event the incident evolves into a State Mobilization funded by the either the State of Washington or the State of Idaho, the Requesting Party will assist the Responding Party in obtaining re-imbusement from the Requesting Party's State.

Exceptions include, if Requesting Party is requesting emergency medical services, the Responding Party will be allowed to charge the patient according to the Responding Parties current fees. All fees not reimbursed by Medicaid, Medicare, private insurance, or private pay will be paid by the Requesting Party.

If Requesting Party is requesting a response to a contracted property, the Responding Party will be reimbursed the cost of personnel, including call back personnel based on the actual expense of the Responding Party, excluding benefits. All equipment and apparatus cost will be based on the Idaho Fire Service Organization Rate Book in effect at the time of the response. Due to aerial apparatus not being listed in the Idaho Fire Service Organization Rate Book, the reimbursement rate will be at 1 ½ the times the rate of a class 1 structural engine. The time to be reimbursed is from the time of call until crews return to duty station and will be rounded up to the nearest ½ hour.

- 12) **INSURANCE:** Each party agrees to maintain adequate insurance coverage for its own equipment and personnel.
- 13) **PRE-INCIDENT:** The Commanding Officers of the parties may, from time to time, meet to establish pre-incident plans which indicate the types of and locations of potential problem areas where emergency assistance may be needed, the type of

equipment that should be dispatched under such circumstances, the number of personnel that should be dispatched under such circumstances and the training to be conducted to ensure efficient operations. Such plans shall take into consideration the proper protection by the Responding Party of its own geographical jurisdiction. The parties hereto agree to take such steps as are feasible to standardize equipment such as couplings, hose, and apparatus, so that said equipment can be fully utilized by either of the parties hereto.

14) **TERMINATION:** This Agreement shall remain in full force and effect for five (5) years from its effective date, unless terminated prior to that in the manner set forth below. Any party may terminate their participation in this agreement prior to expiration as follows:

- A party desiring to terminate this Agreement shall serve written notice upon the other party of its intention to terminate this Agreement. Such notice shall be served not less than thirty (30) calendar days prior to the termination date set forth in that written notice. The written notice shall automatically terminate this Agreement on the date specified therein unless rescinded in writing prior to that date.
- Termination of this agreement shall not preclude future mutual aid agreements between the parties.

15) **EFFECTIVE DATE:** This Agreement shall become effective on the date first appearing above.

CITY OF CLARKSTON

ATTEST:

Kathleen Warren, Mayor

Vickie Storey, Clerk

CITY OF LEWISTON, IDAHO

ATTEST:

Jim Kleeburg, Mayor

Kari J. Ravencroft, City Clerk

AN INTERLOCAL AGREEMENT AMONG ASOTIN, COLUMBIA, GARFIELD, AND WHITMAN COUNTIES, CITY OF ALBION, CITY OF ASOTIN, CITY OF CLARKSTON, CITY OF COLFAX, CITY OF COLTON, CITY OF DAYTON, CITY OF ENDICOTT, CITY OF FARMINGTON, CITY OF GARFIELD, CITY OF LACROSSE, CITY OF PALOUSE, CITY OF POMEROY, CITY OF PULLMAN, CITY OF ROSALIA, CITY OF ST. JOHN, CITY OF TEKOA, AND THE CITY OF UNIONTOWN, TO FORM THE PALOUSE REGIONAL TRANSPORTATION PLANNING ORGANIZATION (PRTPO), DEFINE ITS ORGANIZATION AND POWERS, AND ITS JURISDICTIONAL AREA.

THIS AGREEMENT, is made and entered into among the Counties of Asotin, Columbia, Garfield, and Whitman, political subdivisions of the State of Washington, hereinafter referred to as the "Counties," the Cities of Albion, Asotin, Clarkston, Colfax, Colton, Dayton, Endicott, Farmington, Garfield, Lacrosse, Palouse, Pomeroy, Pullman, Rosalia, St. John, Tekoa, and Uniontown, all being municipal corporations of the State of Washington, Asotin County Public Transportation Benefit Area (PTBA), Columbia County Transit, Council On Aging Specialized Transportation (COAST), Garfield County Transit, Pullman Transit, and the port districts located within Asotin, Columbia, Garfield and Whitman Counties, hereinafter referred to as "Other Members," jointly, along with the Counties and Cities mentioned herein are collectively referred to as the "Members."

WITNESSETH:

WHEREAS, pursuant to the provisions of chapter 39.34 RCW, two or more public entities may jointly cooperate to perform functions which each may individually perform; and

WHEREAS, on July 6, 2012, the President of the United States signed the Moving Ahead for Progress in the 21st Century Act (MAP-21), which provided authorization for highways, highway safety, and mass transportation and enunciated a policy "[t]o develop a National Intermodal Transportation System that is economically efficient, environmentally sound, provide the foundation for the nation to compete in the global economy and will move people and goods in an energy efficient manner;" and

WHEREAS, Chapter 47.80 RCW authorizes the formation of a Regional Transportation Planning Organization (RTPO, or Organization) by voluntary association of local governments within a county, or within geographically contiguous counties; provided each RTPO shall have a population of at least one hundred thousand, or

contain a minimum of three counties; and at least sixty percent of the cities and towns within the RTPO's boundaries, representing a minimum of seventy-five percent of the cities' and towns' population; and

WHEREAS, each RTPO formed by local governments shall create a transportation policy board (TPB) to provide policy advice to the RTPO and shall allow representatives of major employers within the region, the department of transportation, and member transit districts, port districts, tribes, cities, towns, and counties within the region to participate in policy making; and

WHEREAS, among other duties, each RTPO shall: (i) develop and periodically update a regional transportation plan in cooperation with the State Department of Transportation, providers of public transportation and high capacity transportation, ports, and local governments within the region and shall (ii) designate a lead planning agency to coordinate preparation of said regional transportation plan and carry out the other responsibilities of the organization; and

WHEREAS, pursuant to the above referenced state laws, the Members are desirous of establishing the Palouse Regional Transportation Planning Organization (PRTPO) to carry out the responsibilities of the RTPO as provided in state transportation legislation as well as other responsibilities determined by the Organization.

NOW, THEREFORE, in consideration of the following terms and conditions, to include the above recitals, which are incorporated herein as a part of this Agreement, it is agreed among the Members:

Section 1: NAME/ORGANIZATION

A voluntary association and joint board, comprising representatives of the Counties of Asotin, Columbia, Garfield, and Whitman, the Cities of Albion, Asotin, Clarkston, Colfax, Colton, Dayton, Endicott, Farmington, Garfield, Lacrosse, Palouse, Pomeroy, Pullman, Rosalia, St. John, Tekoa, and Uniontown, Asotin County PTBA, Columbia County Transit, C.O.A.S.T., Garfield County Transit, Pullman Transit, Pullman-Moscow Regional Airport Board, the port districts located within Asotin, Columbia, Garfield and Whitman Counties, and the region's tribes and major employers, is hereby created and shall be known as the Palouse Regional Transportation Planning Organization, referred to hereinafter as the "PRTPO".

Section 2: PURPOSE

Recognizing that coordinated transportation planning of the Counties, Cities and Towns, Washington State Department of Transportation, the ports, airports, and other Members

are necessarily interwoven and interdependent and that the interests of all citizens will best be served by coordinated, cooperative, and comprehensive transportation planning, this Organization is established to facilitate such appropriate coordination and cooperation and provide for continuing area wide transportation planning in accordance with Section 3, herein.

The Organization is not authorized to in any way supersede the authority vested in the County, Cities and Towns, WSDOT, Washington State Transportation Commission, or other Members, but is intended to meet the prerequisites of RCW Chapter 47.80, and 468-86 WAC.

Section 3: **POWERS AND FUNCTIONS**

The functions, responsibilities, and powers of the RTPO shall be as follows:

- (a) To perform the functions of a Regional Transportation Planning Organization (RTPO) for the four-County area, which includes those functions set forth in the MAP-21 legislation of July 6, 2012, and related rules, as amended to implement MAP-21 as well as those functions, which may be required hereinafter by subsequent Federal and State Transportation legislation.
- (b) To perform the functions of a Regional Transportation Planning Organization (RTPO) as set forth in Ch. 47.80 RCW and Ch. 468-86 WAC, as currently adopted or as amended.
- (c) To engage in regional transportation planning.
- (d) To administer regional transportation funding programs and consider those projects which have been approved by the governing bodies of the Members and which are incorporated within the adopted Unified Planning Transportation Plan (UPWP).
- (e) To participate in the development and maintenance of transportation related information necessary to support the functions and responsibilities of the RTPO.
- (f) To promote the regional transportation interests, plans and projects to local, state and federal public and private entities.
- (g) To contract with the WSDOT or other appropriate entities in order to meet the requirements of State and/or Federal Transportation legislation.
- (h) To create committees as necessary to advise the Policy Board on regional transportation related matters. At a minimum this shall include the Technical Advisory Committee (TAC) whose composition and responsibilities shall be defined by the Board.

(i) To comply with the Transportation Planning requirements set forth in Ch. 47.80 RCW.

(j) To perform such other transportation planning and program related functions as the Board may hereinafter determine to be in the best interests of the RTPO and the members thereof, which are consistent with the terms of this Agreement and related federal and state law.

Section 4: JURISDICTIONAL AND TRANSPORTATION PLANNING AREA DEFINED

The Organization's jurisdictional area shall consist of all incorporated and unincorporated areas of Asotin, Columbia, Garfield and Whitman Counties, all in Washington State.

Section 5: GOVERNING BODY AND OFFICERS

The governing body (the "Policy Board") of the Organization shall consist of its member organizations, outlined within Section 1. Each member shall be entitled to equal participation within the Palouse RTPO, and may vote according to the Organization's rules, established within the Interlocal Agreement and governing by-laws.

Representatives of Member organizations shall either be elected representatives of that organization, or shall be authorized to represent a Member organization through election or appointment by that organization, as allowed within the bylaws. The PRTPO shall be kept informed by each Member organization of the name of the duly authorized representative.

In addition, two (2) State Transportation representatives, one (1) from the Washington State Department of Transportation Eastern Region, and one (1) from the Washington State Department of Transportation South Central Region shall be on the PRTPO Policy Board.

In addition, up to three (3) persons who represent major employers, with preference for providers and users of different modes of transportation services within the region shall be appointed by a majority vote of the Board, as per policies and procedures established through the organization's bylaws. These positions are ex-officio (non-voting) positions.

Pursuant to RCW 47.80.040, all legislators whose districts are wholly or partially within the designated boundaries of the PRTPO, are considered ex-officio (non-voting) members of the Board.

All Board appointments for voting positions shall be for a term of three (3) years or the tenure of office of the representative in his/her respective jurisdiction, whichever is the lesser time. Alternate Board representatives may serve in the absence of the designated representative so long as the alternate representative is an elected or appointed official of the appointing Member's parent agency (or governing body, as

appropriate) and whose name has been placed on record with the Organization. All alternate Board representatives must serve in the same capacity as the regularly designated representative as defined hereinabove.

The Board shall elect a President and Vice-President ("Officers") by majority vote of the Board.

To be eligible for the President position, the Board Member shall have served on the Board for at least one (1) year. The term for Officers may be up to two (2) years in each office. Ex officio members may not serve as Officers. Other Officer positions can be created by the Board through the organization's by laws, but shall not exceed four positions total. These requirements may be modified by the organization through its by laws to form the initial officer set.

The Board may, at its discretion, set attendance rules for its members' representatives through the by laws.

The Board can, at its discretion, form an Executive Committee or Board to manage the affairs of the organization between regularly-scheduled Policy Board meetings, provided that the membership of this Board be restricted to existing officers and the Immediate Past President, and performs any duties according to the current by laws.

Section 6: **MEETINGS AND VOTING**

The Organization shall hold regular Policy Board meetings, of a frequency not less than one meeting each quarter. The President may call a special meeting or executive session or may call a special meeting as per the process outlined within the Organization's by laws. All meetings of the Board shall be open to the public as required by chapter 42.30 RCW. Rules determining a quorum for the purpose of transacting business shall be established through the organization's by-laws.

The Board shall adopt rules for the conduct of its business consistent with this Agreement and such rules shall prescribe the place of meetings, the method of providing reasonable notice to Members, the form of the agenda, the regular meeting date and such other matters that relate to the conduct of the Organization's business. Such rules shall be adopted and may be amended by a seventy-five percent (75%) positive vote of the Board.

All recommendations, motions, or other actions of the Board shall be adopted by a favorable vote of a majority of those attending. Voting Board members each shall be entitled to one vote. Votes shall only be taken once it has been ascertained that a quorum exists at any Policy Board meeting as allowed for in the organization's by laws.

When specific project funding is being considered at TPB meetings that may benefit one county more than another, each of the PRTPO member representatives will be grouped by their county location with each of the four county groups being able to cast up to three votes. For all other votes, each PRTPO member representative will have one vote at the TPB meetings.

Section 7: **STAFF AND SUPPORT**

The Board shall contract with a Lead Planning Agency, which shall recommend the positions, duties and working conditions of its employees as necessary to conduct the work programs of the Organization consistent with this Agreement. An Executive Director shall be appointed by the Lead Agency, and shall report directly to the Board, as if there was a direct employment relationship between them. The Board shall adopt policies and procedures to establish the duties and authority of the Lead Planning Agency, including authority to make financial expenditures on behalf of the Board. The Board or other governance structure of the designated Lead Planning Agency shall have no authority or control over any aspect of the programs, work products, Policy Board, or any Member of the PRTPO.

The Board may approve application(s) for or acceptance of any grants to carry out those functions set forth in Section 3 hereinabove. Provided, however, in instances where a grant application must be submitted prior to the next regularly scheduled meeting of the Board so that timely Board approval cannot be obtained, the grant application may still be submitted with the approval of the PRTPO Executive Committee, as provided for within the Organization's by-laws.

All other employees of the Lead Planning Agency that are involved with any aspect of the operations of the PRTPO shall exclusively be managed, compensated, and evaluated by the Lead Planning Agency. The PRTPO may provide input to the Lead Planning Agency regarding the performance of the employee(s) assigned to work on the behalf of the PRTPO. No employer/employee relationship shall be implied or in force between the Palouse RTPO and any employee of the Lead Planning Agency.

The Board may arrange for support services outside of the contracted services between the Lead Agency and itself such as requisitioning and purchasing, payment of expenditures, accounting, payroll, computer processing, legal counsel, and others as deemed necessary.

Section 8: **WORK PROGRAM AND ANNUAL BUDGET**

The Board shall prepare and adopt a proposed work program and budget for each fiscal year. The detailed annual work program shall list specific work activities to be undertaken by the Organization. The Lead Agency or designee shall confer with and inform Members concerning the preparation of and progress on the technical areas of work programs and activities. The Board shall submit the proposed work program and budget to the Members for review by May 30 of the preceding fiscal year, or as directed by the WSDOT under the current contract between the RTPO and the WSDOT. Following a request from a Member to perform services on a specific activity, not identified in the work program, the Board may contract to perform the work on behalf of

the requesting Member. The annual budget and/or work program of the Organization may be amended by vote of the Policy Board for this purpose.

Section 9: ALLOCATION OF COSTS, APPROPRIATIONS, EXPENDITURES

It is anticipated that most projects and programs of the Organization will involve mutual benefit to its Members. Additional contributions to the RTPO's budget may be made to accomplish projects and programs deemed to be of particular pertinence or benefit to one or more of the Member agencies.

Funds shall be used in accordance with the adopted budget and work plan. The Lead Planning Agency may make expenditures in accordance with State and Federal Laws and accounting requirements, the approved Organization's budget, work plan and approved policies and procedures, and shall maintain records of expenditures and report regularly to the Board on budget activity. This shall occur not less than the meeting frequency established by the Policy Board of the RTPO.

Payment of all claims shall be signed by two authorized signatories of the Lead Planning Agency, and approved at each regular meeting by the Board.

The Lead Planning Agency is authorized to recover the costs expended on the Palouse RTPO's behalf, as per the terms of the contract executed between the Palouse RTPO and the WSDOT.

Section 10: PERSONAL PROPERTY

The Organization may, through gift, devise, purchase, lease or other form of conveyance, acquire, hold, manage, use and dispose of personal property necessary for the joint undertaking set forth herein with such property acquisition upon such terms and conditions as agreed by the Board. It is recognized that any public or private entity may appropriate funds and may sell, lease, give or otherwise supply personal property, personnel and services to the Organization or other legal or administrative entity for the purpose of operating the joint or cooperative undertaking.

The Organization may not acquire or use real property to operate a transportation system. Upon dissolution, all assets of the organization shall be disposed of according to Section 18 (H) below.

Section 11: INSURANCE

The Council shall obtain Directors and Officers, property and liability insurance for the matters set forth in this Agreement with coverages and limits reasonably determined by the Organization, provided, insurance coverage for comprehensive general liability, auto liability, employment practices liability, public officials' errors and omissions liability shall not be less than \$1,000,000 in the aggregate.

Section 12: **AMENDMENTS AND NEW MEMBERS**

This Agreement may be amended by unanimous consent of the Members' governing bodies. New members may join the Organization through application to the RTPO for inclusion and upon written acceptance of the terms of this Agreement. Organizations eligible for membership shall be as allowed under 47.80 RCW.

Section 13: **TERMINATION OF MEMBERSHIP**

The Cities, Counties, ports, transit districts, WSDOT, or Other Members of the Organization may terminate membership in the Organization by giving written notice to the Palouse RTPO as per the procedure found within the Organization's by laws.

Section 14: **PRIOR WRITTEN AGREEMENTS**

All prior agreements forming the Palouse RTPO are expired, so no existing agreements of any nature between any of the parties are made or implied as a part of this agreement.

Section 15: **EFFECTIVE DATE and Binding Agreement**

The effective date of this Agreement shall be upon ratification of this Agreement at least three Counties and, at least, sixty percent (60%) of the cities and towns within the Organization's area that represent seventy-five percent (75%) of the cities' and towns' population. This Agreement shall be binding upon the Members who have executed this Agreement, their successors and assigns.

Section 16: **SUCCESSOR IN INTEREST**

The Organization, as provided for herein, shall be the successor in interest to all grants, contracts, and other documents entered into by the Organization's predecessor, the Palouse Regional Transportation Planning Organization, as formed under the Interlocal Agreement dated 2003, or under the authority of the interim group formed to continue operations of the Palouse RTPO during the re-designation process between designated organizations. The president of the interim Organization shall be deemed to be an 'Immediate Past President' once the organization forms, for the purposes of Section 5 above.

Section 17: **GENERAL TERMS**

This Agreement contains terms and conditions agreed upon by the Members. The Members agree that there are no other understandings, oral or otherwise, regarding the subject matter of this Agreement. In the event any portion of this Agreement should become invalid or unenforceable, the rest of the Agreement shall remain in full force and effect.

This Agreement shall be construed under the laws of Washington State.

Any action at law, suit in equity or judicial proceeding regarding this Agreement or any provision hereto shall be instituted only in courts of competent jurisdiction within one of the member Counties, in Washington State.

This Agreement may be executed in any number of counterparts, each of which, when so executed and delivered, shall be an original, but such counterparts shall together constitute but one and the same.

Nothing in this Agreement is intended to give, or shall give, whether directly or indirectly, any benefit or right, greater than that enjoyed by the general public, to third persons. The section headings in this Agreement have been inserted solely for the purpose of convenience and ready reference. In no way do they purport to and shall not be deemed to define, limit or extend the scope or intent of the sections to which they pertain.

Section 18: **RCW CHAPTER 39.34 REQUIRED CLAUSES**

A. **PURPOSE**

See Section No. 2 above.

B. **DURATION**

This Agreement is perpetual until the joint and comprehensive undertaking is either voluntarily dissolved or discontinued pursuant to RCW 47.80.020.

C. **ORGANIZATION OF SEPARATE ENTITY AND ITS POWERS**

The Board shall administer the joint and cooperative undertakings set forth herein.

D. **RESPONSIBILITIES OF THE PARTIES**

See provisions above.

E. **AGREEMENT TO BE FILED**

This Agreement may be filed with the Counties Auditors or published on the PRTPO's or its Members' websites, as available.

F. **FINANCING**

See Section Nos. 8 and 9 above. The Organization, or any of the Members hereto, may receive grants-in-aid from the State or Federal Government or any other department or agency and may accept gifts from public or private entities for the purposes authorized in this Agreement.

G. TERMINATION

Any member organization may terminate its relationship with, or participation within, the RTPO as per the organization's by laws. Upon termination, a member's responsibilities and/or liabilities incurred with its participation with the organization ceases. This agreement may be terminated, in whole or in part, at any time through joint action of the legislative authorities of the Parties to this agreement.

Note that should sufficient members terminate their membership in the Palouse RTPO, the ability of the organization to maintain viability within this agreement may be compromised, as per 47.80 RCW.

H. PROPERTY UPON TERMINATION

Any Member terminating its membership in the Organization as provided for in Section 14 hereinabove shall forfeit any ownership interest in any personal property owned or held by the Organization.

Personal property acquired by the Organization in the performance of this Agreement shall be disposed of by the Organization upon termination of the Agreement. Unless otherwise required by law or agreement, cash and cash proceeds from sale of personal property shall be disbursed to the WSDOT.

IN WITNESS WHEREOF, the Members hereto have entered into this Agreement on the day and year of their respective signature.

COMMITTEE APPLICATION FOR
CITIZENS AT-LARGE

Name Belinda Campbell

Home Phone 208-305-5074 Message Phone _____

Address 1222 Highland Ave. #21

City Clarkston State WA Zip 99403

Are you over 18 year of age? Yes No

Committee Applying for: Community Development

Why do you want to serve on this committee? I want to continue to contribute to the overall well-being of our community. I want to help enhance and grow our local businesses and to improve communication between citizens and local government.

List special skills, interests or knowledge that you would bring to the committee: _____

I currently serve on the Lewiston Clarkston Chamber of Commerce board of directors as an ex-officio for the Port of Clarkston and was a member of the Alive After Five committee. I hope that these experiences and knowledge that I gained from them will help with the Community Development Committee.

Most committee meetings take place during normal work hours. Are you available to attend this committee's regular meetings? Yes No