

**CITY OF CLARKSTON
CITY COUNCIL AGENDA
829 5th Street
MONDAY, OCTOBER 28, 2013**

- 1. CALL TO ORDER: 7:00 P.M.**
- 2. PLEDGE OF ALLEGIANCE:**
- 3. AGENDA CHANGES:**
- 4. APPROVAL OF MINUTES:
October 14, 2013 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 – no meeting**
 - C. Public Works – no meeting**
 - D. Administrative/Intergovernmental – October 28**
 - E. Community Development – no meeting**

- 7. UNFINISHED BUSINESS:**
 - A. Interlocal Agreement for Shoreline Management Plan Update (tabled)**

- 8. NEW BUSINESS:**
 - A. Professional Services Contract, The Wesley Group (Admin)**

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

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

CLARKSTON CITY COUNCIL MINUTES
October 14, 2013

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

COUNCIL:

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

STAFF:

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

AGENDA CHANGES: Councilmember Nash added a Stormwater Meeting report to Committee Reports. Councilmember Manchester added an Interlocal agreement for shoreline Management Plan and an agreement with Systems Design for ambulance billing services to New Business.

APPROVAL OF MINUTES: MOTION BY NASH/BEADLES to approve the minutes of the September 23, 2013, Regular Meeting. Motion carried.

COMMUNICATIONS:

- A. **From the Public:**
- B. **From the Mayor:** Mayor Warren said she had a request to send a birthday card to a former resident who is turning 90. Since she was born in Clarkston, he asked if the City would be willing to send a birthday card. She circulated a card for council to sign.
- C. **From Staff:** Clerk Storey announced that the AWC New Elected Officials training will be in Pullman on December 7 and asked anyone interested to let her know so she can register them.

COMMITTEE REPORTS:

Finance: Councilmember Provost reported the bills were reviewed and approved for payment. MOTION BY PROVOST/SMITH to approve the bills for October 14, 2013, total expenditures of \$1,965,529.21. Motion carried.

Public Safety: Committee met on October 1. Councilmember Beadles said committee reviewed an application for grant funding for traffic safety. Committee looked at the new patrol car. They discussed switching to an SUV type in the future because of the cramped space in this model. Chief Cooper discussed impacts of employee discipline. The fire department is working on specs for a new fire truck. Councilmember Nash asked why the car is not white. Chief Hastings said it blends better with traffic and has been very effective so far for traffic control.

Public Works: No meeting.

Admin Committee: Councilmember Nash said committee met on October 14. They reviewed the Interlocal Agreement with AWC for health insurance coverage. It is on the agenda for action. PWD Martin presented a proposed Interlocal agreement with Columbia County to collaborate on an updated shoreline management plan. Chief Cooper presented the revised draft of a new agreement with Systems Design for ambulance billing services. The contract renewal with The Wesley Group for union representation will be on a future agenda.

Community Development: No meeting.

Stormwater: Councilmember Nash said the Interlocal Agreement is being revised and will be brought forward for council action at a later date. They are working on the budget. Cheryl Sonnen will be leaving so a search will begin for a new director.

UNFINISHED BUSINESS:

NEW BUSINESS

A. Grant Application, Washington Traffic Safety

Chief Hastings said we have received this grant for several years. It provides \$1,300 for Impaired Driving and \$1,300 for Seat Belt enforcement. MOTION BY BEADLES/NASH to approve the grant application. Motion carried.

B. Resolution No. 2013-06, Interlocal Agreement, AWC Employee Benefit Trust

Resolution No. 2013-06 was read by title. MOTION BY NASH/BEADLES to approve the resolution. Motion carried.

C. Interlocal Agreement with Columbia County, Shoreline Management Plan

Councilmember Manchester said this agreement will save the city some manpower. PWD Martin said the city has to update its Shoreline Management Plan. We have an opportunity to partner with Columbia County, to develop the plan. The City receives \$50,000 in grant funds to develop the plan and it will be pooled with the other participating agency's funds. The agencies will all be adopting a similar plan so working together to maximize the grant funding makes sense. MOTION BY MANSHESTER/BEADLES to approve the agreement. City Attorney Grow said his concern is that there is no escape clause for the city. MOTION BY BEADLES/NASH to table action for additional information. Motion carried.

D. Agreement for Billing Services, Systems Design

Councilmember Manchester said the contract has been revised to automatically renew annually for five years. It would be reviewed at that time. It can be terminated by either party with six months notice. It also provides for Systems Design to manage pending charges for a longer period to ensure they are completed. MOTION BY MANCHESTER/BEADLES to approve the contract. Motion carried.

COUNCIL COMMENTS:

MEDIA QUESTIONS:

EXECUTIVE SESSION:

Council went into executive session at 7:26 p.m. to discuss union negotiations. Anticipated length of session is 15 minutes and there will be no action as a result of the session. Council returned to open session at 7:50.

ADJOURNMENT:

Meeting adjourned at 7:50p.m.

Vickie Storey, City Clerk

Kathleen A. Warren, Mayor

Total Fund Expenditures, 10/14/13	CK #54737-38, 54800-54911	\$1,691,771.06
Total Payroll, 9/30/13	CK #54739-99	\$273,758.15

CONTRACT FOR PROFESSIONAL SERVICES

The City of Clarkston, Washington And The Wesley Group

This contract entered into between the City of Clarkston, Washington, hereinafter called "City" and The Wesley Group hereinafter called "Contractor" is effective as of January 1, 2014. That for and in consideration of the mutual promises and covenants exchanged herein, the parties agree as follows:

ARTICLE I - SERVICES

A. The Contractor shall perform as principal spokesperson for the City in any and all bargaining and related contract administration services with Fire; Police; Non-Commissioned; Streets Employees; and Supervisory and Administrative employees including the development of proposals, bargaining strategy and furnishing advice to the City staff and City Council. Research essential to the above tasks will also be provided, by the Contractor, as needed. Additionally, the Contractor agrees to provide labor contract administration services as and if required upon request, including those related to grievances and arbitration, unfair labor practice charges, unit clarification petitions or other hearings before the Public Employment Relations Commission and labor contract interpretation and advice. All negotiations will begin with a communication between the Contractor and City Council.

B. Interest arbitration hearings, complex arbitrations, mediations or unfair labor practice hearings may, by agreement in advance between the parties, be billed at an additional \$80.00 per hour.

ARTICLE II - AGENCY SUPPORT AND ASSISTANCE

The City shall support the bargaining effort by providing parameters; administrative support in preparing for interest arbitration; financial and clerical support as is mutually determined to be necessary (on-site typing, copying, etc.).

ARTICLE III - CONSIDERATION

In consideration of the Contractor's performance hereunder, the City shall pay the sum of Eight Thousand Four hundred Dollars (\$8400.00). Payments shall be in twelve (12) monthly installments beginning January 1, 2014. Each monthly payment to be Seven Hundred Dollars (\$700.00). Actual mileage expense between Kennewick and Clarkston

shall be reimbursed at \$.48.5 per mile. Other essential incidental expenses incurred by the Contractor including telephone toll charges, clerical/copying, facsimile costs and other reasonable expenses such as meals and lodging incurred in the event of extended bargaining or consultation with City officials requiring overnight lodging will be reimbursed at actual cost.

ARTICLE IV - HOLD HARMLESS

The Contractor shall hold and save the City, its officers, agents and employees harmless from liability of any kind, including costs and expenses for and/or on account of any or all suits, judgments, or damages of any character whatsoever, resulting from injuries or damages sustained by person or persons or property by virtue of performance of this contract.

ARTICLE V - INDEPENDENT CONTRACTOR

The Contractor hereunder shall act in an independent capacity and not as an officer or employee or agent of the City in the performance of this contract.

ARTICLE VI - TERM OF CONTRACT

This contract shall be effective for the period beginning with January 1, 2014 through December 31, 2014.

Contractor:

City of Clarkston:



Kevin Wesley
President
The Wesley Group
PO Box 7164
Kennewick, WA 99336-0616
Phone 509-735-6075

Mayor

City Clerk

10-8/13
Date

Date

**INTERLOCAL AGREEMENT BETWEEN
ASOTIN COUNTY, COLUMBIA COUNTY AND COLUMBIA COUNTY
And the CITY OF CLARKSTON and TOWN OF STARBUCK FOR
REGIONAL SHORELINE MASTER PROGRAM UPDATE PROCESS**

**- - - - - AGREEMENT SPECIFIC TO THE CITY OF - - - - -
- - - - - CLARKSTON AND COLUMBIA COUNTY - - - - -**

This is an **Interlocal Agreement**, entered into under the authority of the _____ Interlocal Cooperation Act, Chapter 39.34 RCW, between Asotin County, Columbia County and Columbia County and the City of Clarkston and Town of Starbuck.

WHEREAS, pursuant to Chapter 39.34 RCW, one of more public entities may contract with one another to perform government functions or services which each is by law authorized to perform; and

WHEREAS, the Washington State Shoreline Management Act (RCW 90.58) and its associated rules (WAC 173-26) require local governments to administer shoreline master programs that include policies and regulations that govern designated shorelines within their respective jurisdictions; and

WHEREAS, Asotin County, Columbia County and Columbia County and the City of Clarkston and Town of Starbuck are required to update their shoreline master programs by December 1, 2016; and

WHEREAS, the Washington State Legislature has provided funding through the Washington Department of Ecology (Ecology) for local governments to update their shoreline master programs; and

WHEREAS, Asotin County, Columbia County and Columbia County and the City of Clarkston and Town of Starbuck have agreed to coordinate to update their shoreline master programs using grant funding from Ecology; and

WHEREAS, because shorelines cross jurisdictional boundaries, regulation of shoreline areas, public access to the shoreline and development in and adjacent to the shorelines is best achieved through cooperative and collaborative planning; and

WHEREAS, funding and timing efficiencies and economies of scale in use of grant funds can be realized by cooperative and collaborative shoreline planning;

NOW, THEREFORE, the Parties agree as follows:

1. ADOPTION OF RECITALS

The recitals set forth above are hereby adopted as the factual basis for this Agreement.

2. PURPOSE

The purpose of this Agreement is to set forth:

- 2.1 Administrative responsibilities;
- 2.2 Agreed-upon goals; and
- 2.3 Identified tasks and responsibilities for cooperative shoreline master program updates.

3. ADMINISTRATIVE RESPONSIBILITIES

This Agreement does not establish a separate legal entity to carry out the cooperative shoreline master program updates undertaken herein. The following paragraphs identify administrative responsibilities for cooperative shoreline master program updates.

- 3.1 Project Manager. Columbia County is the Project Manager designated to administer this Agreement.
- 3.2 Lead Agency. Columbia County take the Lead Agency Status for this project, which includes the responsibility for all Consultant Contract Administration, Grant Administration and SEPA activities
- 3.3 Communications. The Project Manager and the other Parties to this Agreement will communicate via in-person meetings, telephone or email to relay information, answer questions, or raise concerns. All Parties will respond promptly to communications. The Project Manager will ensure that information related to the project is timely provided to the Parties, between the Parties and between the Parties and Ecology.
- 3.4 Documents to be Provided. The Project Manager will distribute to each Party an electronic copy of review documents and deliverables.
- 3.5 Record-Keeping. The Project Manager will keep the official project records and make them available to each of jurisdictions for record-keeping associated with adoption of each jurisdiction's local shoreline master program.

4. AGREED-UPON GOALS

The Parties agree to the following goals necessary for cooperative shoreline master program updates:

- 4.1 It is the Parties's intent to develop consistent shoreline master programs.
- 4.2 Each Party will cooperate to carry out the terms of the grant agreement with Ecology, a draft copy of which is attached hereto.

- 4.3 The Parties will jointly establish countywide shoreline goals, a regional approach to public participation, the shoreline master program inventory, analysis, characterization and identification of restoration opportunities.
- 4.4 To the extent possible, the Parties will jointly develop shoreline environmental designations, a restoration plan, shoreline policies and regulations, and cumulative impacts assessment/no net loss demonstration.

5. IDENTIFIED TASKS AND RESPONSIBILITIES

- 5.1 The Parties hereby designate Columbia County as the "Recipient" of a portion of the Ecology Shoreline Management Act grant funds made available to the Parties for purposes of cooperative development of updated shoreline master programs for each of the separate jurisdictions. The amounts of those funds shall be as set forth below in 5.2 and 5.3.
- 5.2 The anticipated grant funds available from Ecology for all participating jurisdictions within this Agreement will not exceed \$559,450 for the fees, services and materials of the Consultant contract. Of this amount, \$447,560 is available during the current State financial biennium with the balance of \$111,890 after July 1, 2015.
- 5.3 Each participating jurisdiction will enter into a separate Interlocal Agreement with Columbia County. The combined funding of all jurisdictions, including Columbia County's portion, from Ecology will be \$835,000. Of that amount, \$668,000 will be paid in the current State financial biennium with the balance of \$167,000 after July 1, 2015. As party to this Agreement, the City of Clarkston agrees to provide to Columbia County (as Lead Agency) the following amounts from the Ecology grant towards the Consultant budget: \$40,000 in the first biennium and \$10,000 in the second biennium.
- 5.4 As Recipient of Ecology grant funds, Columbia County will be responsible to Ecology for administration of the grant, and for submission to Ecology of all required deliverables, reports and accounting for funds as required by the grant agreement, including an updated shoreline master program for each of the separate jurisdictions.
- 5.5 Columbia County shall work with the other jurisdictions to develop an appropriate approach to produce each jurisdiction's shoreline master program. Columbia County will also work with other interests participating in the shoreline master program update regarding the general direction of the effort.
- 5.6 As Recipient of Ecology grant funds and as the Project Manager for this shoreline master program process, Columbia County is responsible for the preparation of a shoreline master program that

meets the State's procedural and substantive requirements. Columbia County will provide staff and consultant services to the participating jurisdictions for their local shoreline master program adoption process. The participating jurisdictions are responsible for providing limited staff assistance in gathering necessary background information, performing review of draft policies and deliverables and for coordinating with Columbia County for the program adoption process.

- 5.7 As Recipient of Ecology grant funds and as the Project Manager for this shoreline master program process, Columbia County will have the lead role in conducting public participation that is designed to engage the public within the participating jurisdictions, generally set forth in the Public Participation Program which will be developed as part of this process. The participating jurisdictions are responsible for coordinating with and assisting Columbia County in those public participation efforts and may opt to conduct additional public participation within its own jurisdiction.
- 5.8 Columbia County anticipates issuing a Request for Proposals for technical consultant services necessary to implement the shorelines grant agreement scope of work. Upon receipt of commitment of grant funds from Ecology, Columbia County will contract for performance of those technical consultant services, using funds obtained from the grant.
- 5.9 Columbia County shall manage the consultant work for the cooperative shoreline master program updates.
- 5.10 Columbia County and the participating jurisdictions will take legislative action to adopt its own locally-adopted shoreline master program. Changes, if any, required as a result of the Ecology approval process (WAC 173-26-120) are the sole responsibility of each individual jurisdiction, if the changes are direct result of legislative action by that jurisdiction in with said jurisdiction may modify the draft shoreline master program.
- 5.11 Columbia County may unilaterally terminate all or part of this agreement, or may reduce its scope of work and budget, if there is a reduction in funds by the source of those funds. The Agreement shall terminate ten days from the date of mailing of such termination for lack of funds. Columbia County shall not be responsible for payment of any activities or expenses incurred after the ten day notice of Agreement termination.

6. TERM

This Agreement shall become effective upon the date it is authorized by the governing body of each municipal corporation. It shall remain in effect through December 31, 2015.

7. TERMINATION

Any Party may choose to terminate its participation in this Agreement by notifying the other parties in writing thirty days prior to termination. The terminating party shall have access to unexpended Ecology grant funds in accordance with Ecology rules and procedures. Any terminating party shall continue to be entitled to work products generated pursuant to this Agreement through the termination date of this Agreement.

8. DISPUTE RESOLUTION

Any dispute between the Parties regarding the delivery of services under this Agreement or any other controversy or claim arising out of or relating to this Agreement or the alleged breach of such Agreement which cannot be resolved may be submitted to mediation.

9. INDEPENDENT CONTRACTOR

The Parties are and shall at all times be deemed to be independent contractors in the provision of the services set forth in this Agreement. Nothing herein shall be construed as creating the relationship of employer and employee, or principal and agent, between the Parties. Each Party shall retain all authority for provision of services, standards of performance, discipline and control of personnel and other matters incident to its performance of services pursuant to this Agreement. Nothing in this Agreement shall make any employee of any Party an employee of any other Party for any purpose, including but not limited to, for withholding of taxes, payment of benefits, worker's compensation pursuant to Title 51 RCW, or any other rights or privileges accorded their respective employees by virtue of their employment.

10. HOLD HARMLESS - INDEMNIFICATION

It is understood and agreed that each Party will be responsible for its own negligence and will, to the extent of its negligence and hold harmless the other Parties from any and all claims, losses, or causes of action, suits, and actions in equity of any kind.

11. ATTORNEYS FEES AND COSTS

All Parties shall bear their own attorney's fees and costs of enforcing the rights and responsibilities under this Agreement.

12. NO THIRD PARTY BENEFICIARY

The Parties do not intend by this Agreement to assume any contractual obligations to anyone other than each other. The Parties do not intend there be any third-party beneficiary to this Agreement.

13. WAIVER

No waiver by any Party of any term or condition of this Agreement incorporated in this Agreement shall be deemed or construed to constitute a waiver of any other term or condition or of any subsequent breach, whether of the same or different provision.

14. INTERLOCAL COOPERATION ACT COMPLIANCE

This is an Agreement entered into pursuant to Chapter 39.34 RCW. Its purpose is as set forth in Section 2. Its duration is as specified in Section 6. Its method of termination is set forth in Section 7. Its manner of financing and of establishing and maintaining a budget therefore is described in the Grant Agreement in Section 15. No real or personal property shall be acquired pursuant to this Agreement that will need to be disposed of upon partial or complete termination of this Agreement.

15. ENTIRE AGREEMENT

This Agreement, which incorporates the terms and conditions of the draft Grant Agreement for this project between the Department of Ecology and Columbia County, governs and binds the parties hereto and contains all of the agreements of the parties with respect to the subject matter covered or mentioned therein, and no prior Agreement shall be effective to the contrary.

16. AMENDMENT

The provisions of this Agreement may be amended with the mutual consent of the Parties. No additions to, or alterations of, the terms of this Agreement shall be valid unless made in writing and formally approved and executed by the duly authorized agents of the Parties.

17. DOCUMENT EXECUTION AND FILING

The Parties agree that there shall be four duplicate originals of this Agreement prepared and distributed for signature by the necessary of each Party. Each Party who executes this Agreement shall cause two undated executed originals to be returned to the Project Manager, who shall date it below. Columbia County shall cause a copy of this Agreement to be posted on the County website pursuant to Chapter 32, Laws of Washington 2006 (RCW 39.34.040) and shall provide a dated original to each of the participating jurisdictions for posting of a copy their website. Upon posting of a copy on the County's website, such signed original shall constitute an Agreement binding upon the parties.

18. RATIFICATION

Acts taken in conformity with this Agreement prior to its execution are hereby ratified and affirmed.

19. SIGNATURES

18. RATIFICATION

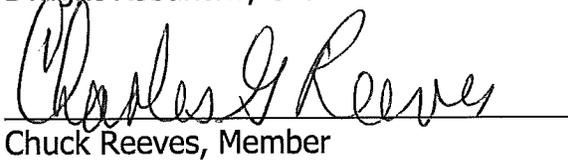
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19. SIGNATURES

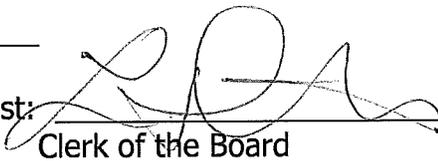
In witness thereof, each of the Parties has caused this Agreement to be executed in its respective name by its duly authorized officers and has caused this Agreement to be dated as of the _____ day of _____, 2013.

Columbia County Board of Commissioners


Dwight Robanske, Chair


Chuck Reeves, Member


Mike Talbott, Member

Attest: 
Clerk of the Board

Approved as to Form:

County Attorney

City of Clarkston

Mayor

Attest: _____
City Clerk

Approved as to Form:

City Attorney