

**CITY OF CLARKSTON  
CITY COUNCIL AGENDA  
829 5<sup>th</sup> Street  
MONDAY, NOVEMBER 25, 2013**

- 1. CALL TO ORDER: 7:00 P.M.**
- 2. PLEDGE OF ALLEGIANCE:**
- 3. AGENDA CHANGES:**
- 4. APPROVAL OF MINUTES:  
November 12, 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 – November 25**
  - E. Community Development – no meeting**
  
- 7. PUBLIC HEARING:  
2014 Budget**
  
- 8. UNFINISHED BUSINESS:**
  - A. Ordinance No. 1515, Moratorium on Recreational Marijuana Businesses, 2<sup>nd</sup> Reading**
  
- 9. NEW BUSINESS:**
  - A. Contract for Public Defender with Neil Cox (Admin)**
  - B. Final Acceptance of 12<sup>th</sup> Street Improvement Project**
  - C. Work for Others Agreement with Asotin County (Admin)**
  - D. Resolution No. 2013-08, 2014 Property Tax Levy**
  
- 10. COUNCIL COMMENTS**
- 11. MEDIA QUESTIONS**
- 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**  
**November 12, 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 checked="" type="checkbox"/> Blackmon
<input checked="" type="checkbox"/> Manchester	

**STAFF:**

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

**AGENDA CHANGES:** Mayor Warren added litigation to the Executive Session.

**APPROVAL OF MINUTES:** MOTION BY NASH/BLACKMON to approve the minutes of the October 28, 2013, Regular Meeting. Motion carried.

**COMMUNICATIONS:**

- A. **From the Public:** Bill Thomas, of Trendz, addressed the council regarding the moratorium that is on the agenda. He said he represents some interested parties in securing marijuana businesses. He said he is interested in opening a retail marijuana shop. Thomas said he is interested in the safety and welfare of the citizens. He said he sees the cannabis business as helping to generate revenue in more ways than just cannabis sales. He is concerned that if the city adopts a moratorium, investments in related businesses will all happen in other parts of the state. He thinks state licenses will not be issued until June or July.
- B. **From the Mayor:**
- C. **From Staff:** PWD Martin explained that the City received a drawing from the Kingdom Kids preschool expressing their appreciation for drainage improvements made as a part of the Bubble-up project.

**COMMITTEE REPORTS:**

**Finance:** Councilmember Provost reported the bills were reviewed and approved for payment. MOTION BY PROVOST/BLACKMON to approve the bills for November 12, 2013, total expenditures of \$440,450.39. Motion carried.

**Public Safety:** Councilmember Beadles reported on the November 5 meeting. Beadles said that committee is recommending that the time allowed for fireworks to be discharged be reduced. Chief Cooper presented details for the purchase of a new fire engine. Committee recommends that a meeting be arranged to include Asotin County, City of Asotin and Asotin County Fire District to discuss dispatch. Two grant applications for the police department were reviewed.

**Public Works:** Councilmember Nash reported on the November 6 meeting. Nash reported that the city is applying for more grants for stormwater. The Interlocal agreement for stormwater is being revised. Nez Perce County is applying for a grant to help with resurfacing Southway Bridge. The City has hired Dave Weissenfels as our new building inspector. Nash reported that so far the WWTP improvement project has had very few change orders.

**Admin Committee:** Councilmember Manchester said committee met on November 12. Chief Cooper updated committee on the fire truck purchase and the hiring process for the replacement of a

firefighter. Committee discussed insurance options.

**Community Development:** No meeting.

**PUBLIC HEARING:**

**Revenue Sources including Property Tax Levy for 2014 Budget**

Mayor Warren opened the hearing at 7:12 p.m. Clerk/Treasurer Storey presented the anticipated General Fund revenues for the 2014 budget. Storey said the council also needs to give direction on the property tax levy. The preliminary budget includes a 1% increase. Councilmember Beadles said he is in favor of the property tax increase.

Mayor Warren said council should consider a surcharge on vehicle licenses that would be dedicated to street projects. Councilmember Blackmon suggested the possibility of a sales tax that could be dedicated to streets also. Blackmon asked if law enforcement could monitor vehicle licenses to ensure that residents obtain a Washington license plate. Chief Hastings said it is difficult to enforce because of the transient nature of the city's residents with such a large percentage of rental properties.

Bill Thomas said some of his associates are considering starting a community projects fund.

Mayor Warren closed the hearing at 7:20 p.m.

**UNFINISHED BUSINESS:**

**NEW BUSINESS**

**A. DECA Proclamation**

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

**B. Authorization to proceed with ordinance limiting fireworks**

Councilmember Beadles said Public Safety committee is recommending that the city attorney prepare an ordinance to limit the discharge of fireworks to July 3 and 4 and December 31. MOTION BY BEADLES/PROVOST directing the city attorney to prepare an ordinance. Blackmon asked if the hours would be addressed. Chief Hastings said state law addresses the hours of discharge. Councilmember Provost asked if the police department would issue warnings prior to citations. Chief Hastings said they typically start with an education process before enforcement. Motion carried.

**C. Authorization to proceed with purchase of Fire Engine**

Chief Cooper said the fire department has been working several years toward the purchase of a new fire engine. The result is a recommendation to purchase a Pierce fire engine. The proposed engine is more ergonomically correct. Cooper asked the council to move forward with approval for the purchase. Cooper explained that the recognized replacement schedule is 20 years. After that age, the department can lose rating points which impacts homeowner's insurance rates. MOTION BY BEADLES/PROVOST to authorize the chief to move forward with the purchase. Councilmember Baumberger asked which financing option is being used. Chief Cooper said the LOCAL program has more favorable interest rates. MOTION BY BAUMBERGER/SMITH to amend the motion to include the financing with the LOCAL program. City Attorney Grow said he reviewed the contract and had some initial concerns about the warranty provisions, but further review indicates that there adequate provisions. Motion to amend carried. Motion to authorize purchase carried. MOTION BY BEADLES/BLACKMON to authorize the mayor to sign the contract. Motion carried.

**D. Direction to set meeting for Dispatch Contract Negotiations**

Councilmember Baumberger said the city is not inclined to meet with the county commissioners in executive session. He recapped the past two years of attempted negotiations with the county over dispatch. The mayor and staff began negotiations over concerns with the amount the city has been paying for dispatch services. The Public Safety committee does not feel a closed door discussion is the best approach, but any discussion should be held in the public eye and include all entities involved. Public Safety Committee requests that the mayor respond to the county commissioners and that staff continue negotiations regarding the contract. Mayor Warren said she has a letter prepared, which invites all parties

to meet at City Hall on November 21 at 6:00 in an open meeting. Baumberger said he would not be attending because staff had already been tasked with negotiating.

**E. Authorize Traffic Safety Grant**

Chief Hastings explained that the city is eligible for a traffic safety equipment grant. He plans to purchase a radar unit with back and front antenna to replace the oldest radar unit. He requested authorization to apply for the grant. MOTION BY BEADLES/NASH to apply for the Traffic Safety grant. Motion carried.

**F. Authorize STOP Grant Application**

Chief Hastings said the city has received this grant for the past eleven years. It pays for a victim witness advocate to work with domestic violence victims. MOTION BY BEADLES/SMITH to apply for the STOP grant. Motion carried.

**G. Ordinance No. 1515, Moratorium on Recreational Marijuana Businesses, 1<sup>st</sup> Reading**  
Ordinance No. 1515 was read by title.

**H. Contract for Victim/Witness Coordinator**

Chief Hastings explained that this agreement is the contract with the victim witness coordinator. Donna Manchester, who has filled the position for several years, is no longer able to serve in this position. Hastings says he has two candidates for the position and will be offering the contract to one of them. The position is funded by the STOP grant. MOTION BY BEADLES/SMITH to approve the agreement. Motion carried.

**I. Resolution No. 2013-07, Authorization to enter into agreement for Credit Card Services**

Resolution No. 2013-07 was read by title. MOTION BY SMITH/BLACKMON to approve Resolution No. 2013-07. Motion carried.

**J. Authorize Stormwater Grant Application**

PWD Martin explained that this grant will provide \$120,000 in design funds, with no matching funds required. This will enable the city to have projects on the shelf and ready to go when construction funds become available. MOTION BY NASH/BEADLES to authorize acceptance of the grant and to proceed with Request for Qualifications for engineering. Motion carried.

**K. Change Order Approval, Bubble-up Project**

PWD Martin said the project has been proceeding well. There are three change orders for a total of \$12,035.34 that he is asking council to approve. MOTION BY BEADLES/BLACKMON to approve the change orders. Motion carried.

**COUNCIL COMMENTS:**

Councilmember Nash said he was very happy to see Proposition 2 pass so the aquatic center will continue to operate.

Councilmember Provost asked someone to introduce the scouts in the audience. Justin King, 1225 Billups, said he is here with Troop 249 to visit a council meeting to earn merit badges in citizenship and community service. Provost also said he appreciates the students who attend.

Councilmember Beadles thanked the citizens for electing him to serve another four years. He also said he is honored to work with the city staff. He said most people don't realize the dedication of the staff.

**MEDIA QUESTIONS:**

**EXECUTIVE SESSION:**

Council went into executive session at 7:50 p.m. to discuss union negotiations and potential litigation. Anticipated length of session is 30 minutes and there will be no action as a result of the session.

Council returned to open session at 8:10.

**ADJOURNMENT:**

Meeting adjourned at 8:10 p.m.

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

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

Total Fund Expenditures, 11/12/13	CK #55056-55123	\$170,378.28
Total Payroll, 10/31/13	CK #54997-55055	\$270,072.11

DRAFT

## ORDINANCE NO. 1515

**AN ORDINANCE** of the City Council of the City of Clarkston, Washington, issuing moratorium imposed by Ordinance 1515 with respect to the acceptance or processing of applications, or issuance of permits, and approvals, and uses or activities associated with the producing, processing, or retailing of marijuana and marijuana-infused products.

**WHEREAS**, in November 2012 the voters of the State of Washington approved Initiative 502, providing a framework whereby individuals and business entities may be granted a state license authorizing them to produce, process, or sell marijuana and marijuana-infused products for recreational use; and

**WHEREAS**, pursuant to Initiative 502, the Washington State Liquor Control Board has developed and implemented regulations governing the licensing and operation of recreational marijuana producers, processors, and retailers; and

**WHEREAS**, the Washington State Liquor Control Board may begin issuing licenses authorizing individuals and businesses to produce, process, and sell recreational marijuana and marijuana-infused products as early as December 1, 2013; and

**WHEREAS**, marijuana remains a Schedule I drug under the federal Controlled Substances Act, and the production, possession, and use of marijuana for any purpose, including medical use, remains illegal under federal law; and

**WHEREAS**, the WSLCB has promulgated draft rules pertaining to licensing of the producers, processors, and retailers, and held public hearings throughout the state regarding the draft rules;

**WHEREAS**, according to the WSLCB timeline, the rules will be effective November 16, 2013;

**WHEREAS**, unless the City of Clarkston acts immediately to address the production, processing, and retail sales of recreational marijuana and marijuana-infused products, such uses may be able to locate in the City without regulation, creating the potential for adverse impacts on the City and its citizens; and

**WHEREAS**, the City does not have any regulations addressing the type and location of facilities/premises used for the production, processing, and retail sales of marijuana and marijuana-infused products;

**WHEREAS**, the City intends to develop appropriate zoning, land use regulations, business license regulations, and other appropriate regulations to address the production, processing, and retail sales of recreational marijuana and marijuana-infused products; and

**WHEREAS**, the City needs time to study the land use impacts of these types of facilities/premises and the various development standards that should be considered to mitigate these impacts before adoption of any City regulations and/or acceptance of applications and issuance of any permits or licenses;

**WHEREAS**, the City is authorized pursuant to RCW 35A.63.220 and RCW 36.70A.390 to impose a moratorium that can last up to six-months as long as the City adopts findings of fact and holds a public hearing on such moratorium;

**WHEREAS**, the Clarkston City Council believes a moratorium is needed to preserve the status quo until the WSLCB adopts rules as required by 1-502 and to allow the City to study and draft potential comprehensive plan amendments, zoning and development regulations, business licensing regulations, and other regulatory controls pertaining to marijuana producers, processors, and retailers who receive a license from the WSLCB.

**WHEREAS**, the City of Clarkston believes such moratorium should go into effect for a period of six-months;

**WHEREAS**, a moratorium is in the best interest of the City of Clarkston and is needed to preserve the public health, safety and welfare of the residents of the City; and

NOW THEREFORE, the City Council of the City of Clarkston ordains as follows:

**Section 1.** Findings of Fact. The City Council adopts the above recitations as findings of fact justifying this moratorium, and may supplement these findings of fact before or immediately after the public hearing on this moratorium.

**Section 2. Moratorium Established**

A. A moratorium is imposed prohibiting the production, processing, and/or retail sale of recreational marijuana and marijuana-infused substances by state-licensed individuals or businesses within all zoning districts in the City of Clarkston.

B. A moratorium is imposed on the issuance of any City building permit, development permit, business license, or any other permit or license to any state-licensed individual or business that seeks to produce, process, and/or sell recreational marijuana or marijuana-infused products in the City of Clarkston.

**Section 3. Duration.** This ordinance shall be in effect through June 1, 2014, unless repealed, extended or modified by the City Council.

**Section 4. Public Emergency.** The City Council hereby finds and declares that a public emergency exists, and that this ordinance is necessary for the protection of the health, safety and welfare of the City's residents and, thus, should take effect upon adoption.

**Section 5. Severability** — Construction. If a section, subsection, paragraph, sentence, clause, or phrase of this ordinance is declared unconstitutional or invalid for any reason by any court of competent jurisdiction, such decision shall not affect the validity of the remaining portions of this ordinance unless the invalidity destroys the purpose and intent of this ordinance. If the provisions of this ordinance are found to be inconsistent with other provisions of the Clarkston Municipal Code, this ordinance is deemed to control.

**Section 6. Publication.** A summary of this ordinance shall be published as required by law.

**Section 7. Effective Date.** In accordance with RCW 35A.13.190, this ordinance, as a public emergency ordinance, shall take effect and be in force immediately upon adoption. Passed and approved by City Council of the City of Clarkston at regularly scheduled open public meeting on the \_\_\_\_ day of \_\_\_\_\_, 2013.

\_\_\_\_\_  
Mayor

**Approved** as to Form

\_\_\_\_\_  
City Attorney

\_\_\_\_\_  
City Clerk

## INDIGENT DEFENSE ATTORNEY CONTRACT

THIS AGREEMENT, effective the \_\_\_ day of \_\_\_\_\_, 201\_\_, between the CITY OF CLARKSTON, a municipal corporation, in and for the State of Washington, hereinafter referred to as "City," and NEIL P. COX, hereinafter referred to as "Attorney,"

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

### 1. Scope of Service

Except as set out below, the Attorney shall be responsible for representing or providing suitable representation for every person involved as a party defendant in a case before Clarkston Municipal Court, whenever court appointed counsel for such person is required by the Constitution or the laws of the states or the State of Washington, and such representation has not been lawfully waived except those who have a direct conflict with the Attorney, Neil P. Cox.

#### *(a) Additional Duties – Appeals*

Whenever a person represented by the Attorney requests an appeal from a matter filed in the Municipal Court for the City of Clarkston, from a violation of a City ordinance, the Attorney shall assist said person in subsequent remands to District Court. The Attorney's duties shall include developing pleadings essential to preserve the right of the party represented to appeal, including application for appointment of counsel, but shall not include general appellate court practice or work on said appeals other than necessary to preserve the right of appeal and shall not include appearances in the Appellate Courts for the arguments or otherwise, or the submitting of other appellate motions and/or briefs connected with the completion and/or prosecution of any such appeals.

#### *(b) Expenses*

All expenses incurred by the Attorney under this Contract, except the cost of obtaining investigative, expert, or other services necessary to an adequate defense, shall be the sole responsibility of the Attorney, PROVIDED, HOWEVER, that the Attorney shall seek and obtain approval of the Court prior to incurring any expenses or investigative experts or other JcrR2.11(f)-type expenses for which additional payment will be requested.

### 1. Manner of Service

Services provided by the Attorney pursuant to this Contract shall be performed in a prompt and competent manner, in accordance with the rules and decisions of the Courts of this State, and the Lawyers' Code of Professional Responsibility. The non-extraordinary services to be provided by the

Attorney, insofar as applicable and necessary in any given case, shall include counseling, general investigation, preparation of motions and court papers, hearings and trial work, post trial motions, defense, pre-sentence reports, and other services as would normally be provided by private counsel.

2. Performance

The Attorney's performance shall commence January 1, 2014, and shall terminate December 31, 2014, both dates inclusive. Subject to other terms and conditions contained herein, the Attorney must provide representation for those qualified people who, during said period, request the assistance of appointed counsel and for whom appointed counsel is not provided for under some other agreement. It is also understood by all parties hereto that the Attorney's obligation to provide representation pursuant to this Contract includes only representation during the term of this Agreement; provided, however, that the Attorney hereby agrees to make a good faith and diligent effort to complete all cases during said contract period.

3. Payment

In consideration for Attorney's performance hereunder, the City shall pay the Attorney \$2,822.00 per month until termination, at an annual amount not to exceed \$33,864.00. This first payment is due on the last day of the month in which performance commences, and each succeeding payment is due on the last day of each month thereafter.

4. Termination

This Agreement may not be terminated by either party without good and sufficient legal cause, and only after sixty (60) days' written notice has been delivered to either party.

5. Determination of Indigence

For the purposes of this Contract, a person is indigent when a judge has determined, in accordance with any applicable law or court rule, that such person is financially unable to obtain the service of an attorney at law. However, any person arrested and held in custody for a crime and who claims to be indigent shall be represented by the Attorney until a magistrate determines that such person is not indigent and permits the Attorney to withdraw. The Attorney shall provide the City's law enforcement agency with the name and telephone number of the Attorney to be provided to person's claiming the right to court appointed legal counsel for violations of municipal

ordinances in each instance where the Attorney undertakes to represent an indigent person. The Attorney shall make an inquiry into such person's financial ability to employ private counsel unless such information has already been provided to the Court. The Attorney shall report to the Court any improvement in the person's financial condition which occurs subsequent to the initial appointment of counsel.

6. Assignment

Attorney shall not assign or subcontract his responsibility for performance of this Agreement without prior written approval of the City.

7. Insurance

During the life of this Contract, Attorney shall maintain errors and omissions insurance and shall include anyone else acting for or on behalf of the Attorney in the performance of this Contract as an additional named insured on such policy. Such insurance shall be obtained from any insurance company authorized to do business in the State of Washington and shall have policy limits of one million dollars (\$1,000,000.00) or more.

8. Records

The Attorney agrees to make and maintain a record of time and expenses incurred in the performance of this Agreement.

9. Claims

The Attorney agrees to submit a claim to the City Clerk of the City of Clarkston on forms approved by said Clerk for compensation in accordance with Contract terms set forth herein.

10. Affirmative Action: Non-discrimination in Employment

During the performance of this Contract the Attorney shall comply with the Washington "Law Against Discrimination" and should any part of the performance contemplated hereunder be financed by federal funds, the Attorney shall comply with all applicable federal laws against discrimination in employment. Satisfactory performance of this clause by the Attorney shall

include, but not be limited to, the following:

- (a) During the performance of this Contract, the Attorney shall not discriminate against any employer or applicant for employment because of race, color, religion, sex, national origin, creed, marital status, age, or the presence of any sensory, mental or physical handicap.
- (b) The Attorney shall ensure that applicants are employed and that employees are treated during employment without discrimination because of their race, color, religion, sex, national origin, creed, marital status, age, or the presence of any sensory, mental or physical handicap.

Performance under (a) and (1) above shall include but not be limited to employment upgrading, demotion or transfer, recruitment, advertising, lay-off or termination, rates of pay, or other forms of compensation and programs for training, including apprenticeships, unless such distinctions are based upon a bona fide occupational qualification.

1. Pending cases

It is understood that the Attorney shall be responsible for assuming and completing all pending cases involving indigent appointments during the terms of this contract.

DATED this \_\_\_\_ day of \_\_\_\_\_, 201\_\_.

ATTORNEY

CITY OF CLARKSTON



NEIL P. COX



MAYOR



Asotin County  
**PUBLIC WORKS DEPARTMENT**  
P.O. Box 160  
Asotin, Washington 99402-0160  
Phone: (509) 243-2074  
Fax: (509) 243-2003

County Roads

Solid Waste Department

November 1, 2013

Mr. Jim Martin  
City of Clarkston  
829 5th Street  
Clarkston, WA 99403

RE: Work for Others – Agreement Renewal

Dear Jim :

Please find enclosed Asotin County's new Work for Others Interlocal Agreement. This is a change from our previous agreement in that it doesn't require annual renewal. Now, we will sign it once and it will remain in effect unless terminated by either party.

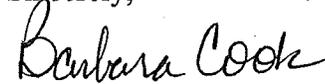
One thing that will remain the same is that we'll still require Work Order Request Forms to be submitted each time you request work to be performed. (See enclosed form. Please make additional copies as needed.) With the changes to the Agreement this seems like a good time to provide a recap on the Work Order Request procedure. It is as follows:

- Requesting agency completes the Description of Work section and the Estimated Labor, Materials and Equipment needs and sends it to Asotin County for calculation of a Total Estimated Cost.
- Asotin County calculates the Total Estimated Cost and obtains approval of the work from the Asotin County Engineer.
- An approved copy of the Work Order Request with the Total Estimated Cost will be returned to the requesting agency and the work will begin as agreed.
- Once the work is completed Asotin County will collect the actual costs and send an invoice to the requesting agency.

Please review the enclosed agreement. If all is acceptable, have the signatory(s) sign and return to our office. Once our Board of County Commissioners sign the agreement a fully executed copy will be returned to you.

Please call our office with any questions you may have regarding this matter.

Sincerely,

  
Barbara Cook  
Office Administrative Manager

C: Agreement file

N:\ACDOCS\DOCS\_PW\BARB\Miscellaneous-13\workforotherstrenewal.ltr10-30-13.doc



RECYCLED PAPER

**INTERLOCAL COOPERATIVE AGREEMENT BETWEEN ASOTIN COUNTY AND  
THE CITY OF CLARKSTON FOR USE OF EQUIPMENT AND/OR SERVICES OF  
DEPARTMENT OF PUBLIC WORKS**

THIS AGREEMENT is made and entered into by and between Asotin County (Hereinafter “Asotin”) and the City of Clarkston, (Hereinafter “Clarkston”) pursuant to the authority granted by Chapter 39.34 RCW, INTERLOCAL COOPERATION ACT.

**ARTICLE I  
AUTHORITY**

WHEREAS, Chapter 39.34 RCW (short title: “Interlocal Cooperation Act”), provides for any power or powers, privileges or authority exercised or capable of exercise by any agency, political subdivision, or unit of local government of this state to be exercised and enjoyed jointly with any other public agency of this state, and jointly with any public agency of any other state or of the United States.

**ARTICLE II  
PURPOSE**

The purpose of this Agreement is to allow Asotin County and Clarkston to provide equipment and/or services of the Asotin County Department of Public Works, to Clarkston as agreed between the parties consistent with Asotin County Policy.

**ARTICLE III  
ADMINISTRATION**

The following individuals are designated as representatives of the respective parties. The representatives shall be responsible for administration of this Cooperative Agreement and for coordinating and monitoring performance under this Agreement. In the event such representatives are changed, the party making the change shall notify the other party.

Asotin’s representative shall be the County Engineer.  
Asotin County Public Works  
PO Box 160, Asotin, WA 99402  
509-243-2074

Clarkston’s representative shall be the Public Works Director.  
City of Clarkston  
829 5<sup>th</sup> Street  
Clarkston, WA 99403  
509-758-1662

**ARTICLE IV  
DURATION AND RENEWAL OF AGREEMENT**

This Agreement shall be effective when executed by both parties and shall continue unless terminated in writing by either party. Thereafter, this Agreement shall automatically renew annually on January 1<sup>st</sup>.

**ARTICLE V  
COMPENSATION TO THE COUNTY**

Both parties agree to reimburse the other for the costs of the work performed or equipment rented based on actual cost as determined by the county's Equipment Revolving and Rental Rate. Labor shall be based on the actual cost of labor, plus all costs for fringe benefits, including but not limited to, Social Security, retirement, industrial insurance (Labor and Industries), prorated sick leave, holidays and vacation times, and group medical insurance. In addition, indirect costs shall be added for overhead expenses for accounting, billing and administrative services at the county's indirect rate used to bill for federal reimbursement. A certified statement of the costs shall be provided within thirty (30) days of service or equipment rental. The amount invoiced shall be paid to Asotin County Public Works, P.O. Box 160, Asotin, WA. within thirty (30) days of billing.

**ARTICLE VI  
PERFORMANCE OF AGREEMENT**

COMPLIANCE WITH ALL LAWS Each party shall comply with all federal, state, and local laws, rules, regulations and ordinances applicable to the performance of this Agreement, including without limitations, all those pertaining to wages and hours, confidentiality, disabilities, and discrimination.

MAINTENANCE AND AUDIT OF RECORDS Each party shall maintain books, records, documents, and other materials relevant to its performance under this Agreement. These records shall be subject to inspection, review and audit by either party or its designee, and the Washington State Auditor's Office. Each party shall retain all such books, records, documents and other materials for the applicable retention period under federal and Washington law.

ON-SITE INSPECTIONS Either party or its designee may conduct on-site inspections to determine whether equipment is being used in a manner acceptable to the party loaning the equipment and with federal, state and local laws, rules, regulations and ordinances. If property is being used during a fire fighting or other emergency operation, the representative named in Article III must grant permission to go to the site of the fire.

TREATMENT OF ASSETS AND PROPERTY No fixed assets or personal or real property will be jointly or cooperatively, acquired, held, used, or disposed of pursuant to this Agreement.

IMPROPER INFLUENCE The parties acknowledge that RCW 42, the statute governing public employees behavior prohibits influencing the granting of contracts for personal gain.

NOTICE Except as set forth elsewhere in this Agreement, except for service of process, notice to Asotin shall be to the Director of Public Works, PO 160, Asotin, Washington 99402 and to the Asotin County Board of Commissioners, PO Box 250, Asotin, Washington 99402. Notice to Clarkston for all purposes under this Agreement shall be to Public Works Director, 829 5<sup>th</sup> Street, Clarkston, Washington 99403 and the City of Clarkston Mayor, 829 5<sup>th</sup> Street, Clarkston, Washington 99403.

## **ARTICLE VII INDEMNIFICATION**

Clarkston agrees to and shall defend, indemnify and hold harmless Asotin, its appointed and elective officers, agents and employees, from and against all loss or expense, including but not limited to judgments, settlements, attorney's fees and costs by reason of any and all claims and demands upon Asotin, its elected or appointed officials, agents or employees for damages because of personal or bodily injury, including death at any time resulting therefrom, sustained by any person or persons and on account of damage to the property including loss of use thereof, whether such injury to persons or damage to property is due to the negligence of Clarkston, its elected officers, employees or their agents, except only such injury or damage as shall have been occasioned by the sole negligence of Asotin, its appointed or elected officials, agents or employees. It is further provided that no liability shall attach to Asotin by reason of entering into this contract, except as expressly provided herein.

Each party agrees to maintain \$1,000,000 business insurance, and to name the other party an additional insured on that policy. Each party has a right to request a copy of the insurance policy naming them an additional insured party.

## **ARTICLE IX DISPUTES**

GOVERNING LAW AND VENUE This Agreement shall be governed exclusively by the laws of the State of Washington. The Asotin County Superior Court shall be the sole proper venue for any and all suits brought to enforce or interpret the provisions of this Agreement.

DISPUTES Any dispute will be first discussed between the County Engineers or Director of Public Works, or their delegate, and a third party chosen by the two engineers/public works directors to see if a resolution can be reached. This group may suggest mediation.

MEDIATION The parties may engage in mediation at any time to resolve disputes. The site of any non-judicial hearing or action, of whatever nature or kind regarding this Agreement, will be conducted in Asotin, Washington, unless otherwise agreed by the parties.

ATTORNEY'S FEES If any legal action or other proceeding is brought for the enforcement of this Agreement, or because of an alleged dispute, breach, default, or misrepresentation in connection with any of the provisions of this Agreement, each party shall pay its own attorney's fees incurred in that action, mediation or other proceeding.

**ARTICLE X**  
**NO SEPARATE LEGAL ENTITY, NO JOINT FINANCING REQUIRED OR BUDGET REQUIRED, NO PERSONAL OR REAL PROPERTY WILL BE ACQUIRED**

The parties specify it is not the intent of this interlocal agreement to create any separate legal entity. It is not the parties' intent that there will be any financing of joint or cooperative undertaking, or to establish any budget. It is not the intent of the parties to acquire, hold or dispose of any joint personal or real property pursuant to this agreement.

**ARTICLE XI**  
**GENERAL PROVISIONS**

CHANGES, MODIFICATIONS, AMENDMENTS AND WAIVERS The Agreement may be changed, modified, amended or waived only by written agreement signed by the parties' authorized representatives and adopted by resolution by Asotin County's legislative authority. Any waiver of a term or condition of this Agreement shall apply only to the specific act, occurrence or omission and shall not constitute a waiver as to any other term or condition or future act, occurrence or omission. Waiver or breach of any term or condition of this Agreement shall not be considered a waiver of any prior or subsequent breach.

ASSIGNMENT Neither party may assign its rights or delegate its duties under this Agreement, whether by assignment, subcontracting, or other means. Any such attempted assignment or delegation shall be void and shall constitute a material breach of this Agreement.

SEVERABILITY In the event any term or condition of this Agreement or application thereof to any person or circumstances is held invalid, such invalidity shall not affect other terms, conditions or applications of this Agreement which can be given effect without the invalid term, condition, or application. To this end the terms and condition of this Agreement are declared severable.

ENTIRE AGREEMENT This Agreement contains all the terms and conditions agreed upon by the parties. All items incorporated herein by reference are attached. No other understandings, oral or otherwise, regarding the subject matter of this Agreement shall be deemed to exist or to bind any of the parties hereto.

FILING This Agreement shall be filed pursuant to RCW 39.34.040.

ASOTIN COUNTY BOARD OF  
COMMISSIONERS

CITY OF CLARKSTON

\_\_\_\_\_  
Brian Shinn, Chairman

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

\_\_\_\_\_  
Jim Fuller, Vice Chair

\_\_\_\_\_  
Jim Jeffords, Member

ATTEST:

ATTEST:

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

By: \_\_\_\_\_

APPROVED AS TO FORM:

APPROVED AS TO FORM:

By: Jane Brenner Risley  
Jane Brenner Risley  
Chief Deputy Prosecuting Attorney #20791

By: \_\_\_\_\_



**Asotin County  
Road Department**

# Work Order Request

Agency: City of Clarkston

Interlocal Agreement Number 11

Address: } City of Clarkston  
829 5<sup>th</sup> Street  
Clarkston, WA 99403

Request Date: \_\_\_\_\_

Work Requested Date: \_\_\_\_\_

Agency Phone No.: 509-758-1662

I \_\_\_\_\_, A DULY AUTHORIZED REPRESENTATIVE OF THE AGENCY NAMED ABOVE, IN ACCORDANCE WITH THE TERMS AND CONDITIONS OF THE AGENCY AND ASOTIN COUNTY **INTERLOCAL AGREEMENT**, HEREBY REQUEST THE ASOTIN COUNTY ROAD DEPARTMENT'S ASSISTANCE ON THE FOLLOWING DESCRIBED PROJECT. I FULLY UNDERSTAND THAT THE COUNTY HAS RELIED ON THE AGENCY'S ESTIMATE OF PROJECT REQUIREMENTS; AND, UNDERSTAND THAT, IN ACCORDANCE WITH THE TERMS OF THE INTERLOCAL AGREEMENT, THE ACTUAL COSTS DUE FROM THE AGENCY WILL BE THE ACTUAL COSTS TO PERFORM THE WORK INCLUDING LABOR, BENEFITS, MATERIALS, EQUIPMENT RENTS AND INDIRECT COSTS.

Item No.	Description of Work – To Be Completed by Requesting Agency (Complete written description of the work to be performed including expected labor and equipment needs)		
Item No.	Estimated Labor (in man-hours)	Estimated materials (or earthwork quantities)	Estimated Equipment Needs (by type and hour)

**TOTAL ESTIMATED PROJECT COST** (including overhead): \$ \_\_\_\_\_  
 Project Costs Estimated By: \_\_\_\_\_ Date: \_\_\_\_\_

<b>Agency:</b>  By: _____ Title: _____  Date: _____	<b>Approval Recommended:</b> Road Department Supervisor:  _____ Date: _____	<b>Approved:</b> County Road Engineer (or designee)  _____ Date: _____
--	---	--

(SPACE RESERVED FOR ROAD DEPARTMENT USE)  
**WORK ORDER NUMBER:** \_\_\_\_\_  
 note: WORK ORDER NUMBER must be filled out before any work is performed.

**RESOLUTION NO. 2013-08**

**A RESOLUTION OF THE CITY OF CLARKSTON, WASHINGTON, SETTING THE PROPERTY TAX LEVY FOR 2013.**

**WHEREAS**, the City Council of the City of Clarkston held a Public Hearing on Revenue Sources including the property tax levy on November 12, 2013, and considered its budget for the calendar year 2014; and

**WHEREAS**, the districts actual levy amount from the previous year was \$889,609; and

**WHEREAS**, the population of this district is less than 10,000

**BE IT HEREBY RESOLVED** by the City Council of the City of Clarkston, Washington that an increase is hereby authorized for the levy to be collected in the 2014 tax year.

The dollar amount of the increase over the actual levy amount from the previous year shall be \$8,896.00, which is a percentage increase of 1% from the previous year. This increase is exclusive of additional revenue resulting from new construction, improvements to property, newly constructed wind turbines, any increase in the value of state assessed property, any annexations that have occurred and refunds made.

Adopted this 25<sup>th</sup> day of November, 2013.

---

Kathleen A. Warren, Mayor

ATTEST:

---

Vickie Storey, City Clerk

**LEVY CERTIFICATION**

In accordance with RCW 84.52.020, I, Vickie Storey, Clerk/Treasurer for the City of Clarkston, do hereby certify to the Asotin County legislative authority that the Council of said district requests that the following levy amounts be collected in 2014 as provided in the district's budget, which was adopted at a public hearing held on November 12, 2013.

2014 Levy	\$898,505
New Const (estimate)	\$13,000
State Utilities (estimate)	\$3,000

Regular Levy: \$914,505

Excess (EMS) Levy \$526,722

Signature: \_\_\_\_\_  
Vickie Storey, Clerk/Treasurer

Date: \_\_\_\_\_