



White Salmon City Council Meeting
A G E N D A
February 06, 2019 – 6:00 PM
Fire Hall, 112 NE Church, White Salmon, Washington 98672

Call to Order and Presentation of the Flag

Roll Call

Comments

- a. Public
- b. Council

Changes to the Agenda

Business Items

- 1.** **White Salmon Valley Pool Metropolitan Park District**
 - a. Presentation
 - b. Discussion
 - c. Action
- 2.** **Ordinance 2019-02-1038, Amending WSMC 2.04.060 Regarding Committees**
 - a. Presentation
 - b. Discussion
 - c. Action
- 3.** **Authorization to Become Member of Sourcewell**
 - a. Presentation
 - b. Discussion
 - c. Action

Consent Agenda

- 4.** Approval of Meeting Minutes - January 2, 2019 and January 30, 2019
- 5.** Resolution 2019-02-481 Declaring Surplus
- 6.** Resolution 2019-02-482 Amending Travel Policy
- 7.** Forestland Response Agreement - Department of Natural Resources
- 8.** Proclamation 2019-001 Declaring March 16, 2019 as Arbor Day

Department Head and Committee Reports

Executive Session

The City Council will meet in Executive Session to discuss potential litigation pursuant to RCW 42.30.110(1)(i).

Adjournment

Backup material for agenda item:

White Salmon Valley Pool Metropolitan Park District

- a. Presentation
- b. Discussion
- c. Action



AGENDA MEMO

Needs Legal Review: Yes
Meeting Date: February 6, 2019
Agenda Item: White Salmon Valley Pool Metropolitan Park District Request for City to Operate Existing Pool for the 2019 Season
Presented By: Jan Brending, Clerk Treasurer

ACTION REQUIRED:

1. Approval of funding scenario for operation of existing city pool for the 2019 season.
2. Authorization to submit letter to Park District requesting commitment, or not, to use the property the city owns located across from the Whitson Elementary school within a specified time period from the date of the letter.

PROPOSED MOTION:

1. Motion to approve funding scenario for operation of existing city pool for the 2019 season.
2. Motion to authorize a letter to be sent to the Park District requesting a commitment, or not, to use the property the city owns located across from the Whitson Elementary School within a specified time period from the date of the letter.

Explanation of issue:

Funding of Existing Pool for 2019 Season

The White Salmon Valley Pool Metropolitan Park District has submitted a request to the City of White Salmon requesting the city operate the existing pool for the 2019 season.

I have drafted an initial budget for operating the pool beginning in early June through August 31, 2019. The budget is currently predicated on funding coming in from the Park District. As the council knows, the Park District will not receive any of its levy until 2020. The Park District is currently in discussion with Klickitat County regarding the provision of some level of funding for 2019.

The City Operations Committee met and discussed the operation of the pool. There are several options regarding the Park District's funding:

1. The city could offer to allow the Park District to repay the \$50,000 over a two-year period, i.e. in 2020 and 2021.
2. The city could offer to cover the additional funding if the park district agrees in writing that it will be responsible for the removal of the existing pool..

There could be additional scenarios that could be discussed at the council meeting on February 6, 2019.



Commitment to Use City Property for New Pool

In addition, the City Operations Committee discussed the need for the City of White Salmon to have certainty to whether or not the Park District wishes to use the property the city owns located across from Whitson Elementary School.

The city has had discussions about making improvements to the Youth Center property. However, if the Park District was not going to use the city's property for a new pool, this location would be suitable for a new Youth Center building instead of putting funds into a facility and property that is not ideally suited for the Youth Center.

Having certainty about the Park District's desires to use the property located across from the Whitson Elementary School will allow the city to make timely decisions related to the Youth Center.

Budget:

Any additional funds to operate the pool outside of revenues resulting from operating the pool (entry fees, lesson fees, pool rental fees, etc.) that the city were to provide will come from the general fund. This means the city would be reducing funding that may be available for other general fund projects such as parks or streets.

Staff Recommendation:

Staff is not making a recommendation. The above information is presented for discussion and possible action.

Jan Brending

From: Lloyd DeKay
Sent: Friday, February 1, 2019 10:51 AM
To: Jan Brending; David & Jane Poucher
Cc: Benjamin Briggs; Catherine Loke; Karen Skiles; Troy Witherrite
Subject: WSCC Agenda Request for Discussion of 2019 White Salmon Pool Operations

Jan and David,

Per your request, please include a discussion of funding for the 2019 operation of the White Salmon Pool on the next White Salmon City Council agenda. We need to keep this issue moving forward to ensure 2019 operation of the pool in light of the lack of 2019 tax revenues funding for the White Salmon Valley Pool Metropolitan Park District.

Thank you for making this request, and for all the help you are providing to the District.

Lloyd DeKay
Commissioner #1, President
White Salmon Valley Pool Metropolitan Park District

Per WA State Public Records law, all communications through this email will be retained and may be subject to public records request disclosure.

2019 PROPOSED BUDGET CHANGES

City Of White Salmon
MCAG #: 0481

Time: 10:41:10 Date: 02/01/2019
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107 Pool Fund

Revenues	Original	Proposed	Difference	Remarks
360 Misc Revenues				
369 81 07 00 Pool-Cashier Over/Under	0.00	0.00	0.00	0.0%
360 Misc Revenues	0.00	0.00	0.00	0.0%

007 Pool

308 Beginning Balances

308 10 01 13 Pool-Beg Balance	0.00	0.00	0.00	0.0%
308 Beginning Balances	0.00	0.00	0.00	0.0%

310 General Revenues

311 10 00 02 Pool-Property Taxes	0.00	0.00	0.00	0.0%
310 General Revenues	0.00	0.00	0.00	0.0%

339 Grants/Donations

367 11 00 02 Pool-Donations	0.00	0.00	0.00	0.0%
367 11 00 07 Pool-Banners	2,205.00	2,205.00	0.00	100.0%
020 Pool	2,205.00	2,205.00	0.00	100.0%
339 Grants/Donations	2,205.00	2,205.00	0.00	100.0%

340 Charges For Services

347 90 76 00 Pool-Income From Metro. Park Di	49,276.00	49,276.00	0.00	100.0%
340 Charges For Services	49,276.00	49,276.00	0.00	100.0%

347 Pool Services

347 30 00 10 Pool-Entrance Fees	17,796.00	17,796.00	0.00	100.0%
347 30 00 11 Pool-Pass Fees	6,870.00	6,870.00	0.00	100.0%
347 30 00 12 Pool-Rental Fees	1,668.00	1,668.00	0.00	100.0%
347 60 00 00 Pool-Lesson Fees	9,032.00	9,032.00	0.00	100.0%
362 80 00 01 Pool-Ice Cream	1,837.00	1,837.00	0.00	100.0%
362 80 00 02 Pool-Other Concessions	948.00	948.00	0.00	100.0%

2019 PROPOSED BUDGET CHANGES

City Of White Salmon
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107 Pool Fund

Revenues	Original	Proposed	Difference	Remarks
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347 Pool Services

347 Pool Services	38,151.00	38,151.00	0.00	100.0%
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360 Misc Revenues

369 10 00 07 Pool-Sale Of Surplus	0.00	0.00	0.00	0.0%
369 91 01 07 Pool-Other Misc. Revenue	0.00	0.00	0.00	0.0%
360 Misc Revenues	0.00	0.00	0.00	0.0%

380 Non Revenues

381 10 01 07 Pool-GFR Interfund Loans Receiv	0.00	0.00	0.00	0.0%
380 Non Revenues	0.00	0.00	0.00	0.0%

397 Interfund Transfers

397 07 00 01 Pool-Transfer From CE	0.00	0.00	0.00	0.0%
397 Interfund Transfers	0.00	0.00	0.00	0.0%

007 Pool	89,632.00	89,632.00	0.00	100.0%
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Fund Revenues:	89,632.00	89,632.00	0.00	100.0%
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Expenditures	Original	Proposed	Difference	Remarks
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007 Pool

576 Park Facilities

576 20 31 11 Pool-Fundraising Supplies	0.00	0.00	0.00	0.0%
576 Park Facilities	0.00	0.00	0.00	0.0%

577 Pool

576 20 10 00 Pool-Salaries	55,858.00	55,858.00	0.00	100.0%
576 20 11 00 Pool-Salaries/OT	0.00	0.00	0.00	0.0%
576 20 20 00 Pool-Benefits	8,374.00	8,374.00	0.00	100.0%
576 20 21 00 Pool-Benefits/OT	0.00	0.00	0.00	0.0%

2019 PROPOSED BUDGET CHANGES

City Of White Salmon
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107 Pool Fund

Expenditures	Original	Proposed	Difference	Remarks
577 Pool				
576 20 23 00 Pool-Uniforms & Safety Gear	200.00	200.00	0.00	100.0%
576 20 31 01 Pool-Office Supplies	300.00	300.00	0.00	100.0%
576 20 31 02 Pool-Janitorial Supplies	150.00	150.00	0.00	100.0%
576 20 31 03 Pool-Chemical & Lab Supplies	2,225.00	2,225.00	0.00	100.0%
576 20 31 04 Pool-First Aid Supplies	150.00	150.00	0.00	100.0%
576 20 31 05 Pool-Ice Cream Supplies	575.00	575.00	0.00	100.0%
576 20 31 06 Pool-Drink Supplies	250.00	250.00	0.00	100.0%
576 20 31 07 Pool-Snack Supplies	150.00	150.00	0.00	100.0%
576 20 31 08 Pool-Goggles & Diapers	0.00	0.00	0.00	0.0%
576 20 31 09 Pool-Lesson Supplies	0.00	0.00	0.00	0.0%
576 20 31 10 Pool-Building/Equip Rep/Maint St	350.00	350.00	0.00	100.0%
576 20 41 01 Pool-Contractual Services	1,000.00	1,000.00	0.00	100.0%
576 20 42 01 Pool-Com-CenturyLink	0.00	0.00	0.00	0.0%
576 20 43 00 Pool-Travel & Training	550.00	550.00	0.00	100.0%
576 20 44 00 Pool-Advertising	550.00	550.00	0.00	100.0%
576 20 47 01 Pool-Utilities-PUD	2,500.00	2,500.00	0.00	100.0%
576 20 47 02 Pool-Utilities-NW Natural	1,600.00	1,600.00	0.00	100.0%
576 20 47 03 Pool-Utilities-City Of WS	6,000.00	6,000.00	0.00	100.0%
576 20 47 04 Pool-Utilities-Refuse	200.00	200.00	0.00	100.0%
576 20 48 01 Pool-Bldg/Grnd Repair/Maint Serv	0.00	0.00	0.00	0.0%
576 20 48 03 Pool-Eq Repair/Maint Services	6,000.00	6,000.00	0.00	100.0%
576 20 49 00 Pool-Other Misc Expenses	150.00	150.00	0.00	100.0%
576 20 49 02 Pool-Postage & Permits	2,500.00	2,500.00	0.00	100.0%
576 20 53 00 Pool-External Taxes	0.00	0.00	0.00	0.0%
594 76 62 02 Pool-Bldg Improv.	0.00	0.00	0.00	0.0%
594 76 64 01 Pool-Capital Equipment	0.00	0.00	0.00	0.0%
577 Pool	89,632.00	89,632.00	0.00	100.0%
999 Ending Balance				
508 10 00 07 Pool-Ending Balance	0.00	0.00	0.00	0.0%
999 Ending Balance	0.00	0.00	0.00	0.0%
007 Pool	89,632.00	89,632.00	0.00	100.0%
Fund Expenditures:	89,632.00	89,632.00	0.00	100.0%

2019 PROPOSED BUDGET CHANGES

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107 Pool Fund

Fund Excess/(Deficit):	0.00	0.00
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2019 PROPOSED BUDGET CHANGES

City Of White Salmon
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Fund Totals

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Fund	Revenues				Expenditures			
	Original	Proposed	Difference		Original	Proposed	Difference	
107 Pool Fund	89,632.00	89,632.00	0.00	100.0%	89,632.00	89,632.00	0.00	100.0%
Excess/(Deficit):	89,632.00	89,632.00	0.00	100.0%	89,632.00	89,632.00	0.00	100.0%

Backup material for agenda item:

Ordinance 2019-02-1038, Amending WSMC 2.04.060 Regarding Committees

- a. Presentation
- b. Discussion
- c. Action



AGENDA MEMO

Needs Legal Review: Yes
Meeting Date: February 6, 2019
Agenda Item: Ordinance 2019-02-1038 Amending WSMC.2.04.060 Regarding Committees – Power and Duties
Presented By: Jan Brending, Clerk Treasurer

ACTION REQUIRED:

Approval of Ordinance 2019-02-1038 Amending WSMC 2.04.060 regarding committees-power and duties.

PROPOSED MOTION:

Motion to approve Ordinance 2019-02-1038 Amending WSMC 2.04.060 regarding committees-power and duties.

Explanation of issue:

The city council would like to add two members to the Community Development Committee who are members of the Planning Commission. In addition, the amendment provides that the Community Development Committee may recommend measures to the City Council and/or the Planning Commission they deem proper for the betterment of the city.

Budget:

No impact on the budget.

Staff Recommendation:

Staff recommends the city council approve Ordinance 2019-02-1038 Amending WSMC 2.04.060 regarding committees-power and duties.

**CITY OF WHITE SALMON
ORDINANCE 2019-02-1038**

**AN ORDINANCE AMENDING WSMC 2.04.050-.060 REGARDING MAYORAL
COMMITTEE APPOINTMENTS, PROVIDING FOR SEVERABILITY AND AN
EFFECTIVE DATE**

WHEREAS, the City Council and Mayor of the City of White Salmon seek clarification regarding committee appointments and responsibilities, and

WHEREAS, council committees perform a valuable and necessary purpose in fact-finding and reporting to the council, and

WHEREAS, the City Council and the Mayor of the City of White Salmon believe that the consolidation of committees will better facilitate the business of the city.

**NOW THEREFORE, THE CITY COUNCIL OF THE CITY OF WHITE
SALMON DO ORDAIN AS FOLLOWS:**

SECTION 1 – ADOPTION: The provisions set forth in Exhibit “A”, attached hereto and by this reference fully incorporated herein, shall be added to the White Salmon Municipal Code as Title 2.04.05-.060 related to committee appointments.

SECTION 2 – REPEALER: Ordinance 2018-02-1020 §1, currently codified as White Salmon Municipal Code 2.04.050-.060, is hereby repealed in its entirety.

SECTION 2 – SEVERABILITY: If any section, sentence, or phrase of this Chapter is held to be invalid or unconstitutional by a court of competent jurisdiction, such invalidity or unconstitutionality shall not affect the validity or constitutionality of any other section, sentence or phrase of this Chapter.

SECTION 3 – EFFECTIVE DATE. This ordinance shall take effect five days following the date of its publication by summary.

PASSED by the City Council of the City of White Salmon at a regular meeting this 19th
day of December, 2018.

David Poucher, Mayor

ATTEST:

Jan Brending, Clerk/Treasurer

APPROVED AS TO FORM:

Kenneth B. Woodrich, City Attorney

Exhibit "A"

2.04.050 Committees appointed by Mayor.

At the first regular meeting of the City Council in January of each year, the Mayor shall with the advice and consent of the City Council appoint the following committees, to be composed of two council members and one alternate:

- A. Personnel and Finance Committee;
- B. City Operations Committee (Parks, Health and Sanitation, Streets Systems, Water and Wastewater Facilities, Fire and Police);
- B. Community Development Committee (Annexation and Real Estate, Tourism and Business Development, Housing).

The Mayor may create other committees with the consent of the council.

Members appointed to committees shall serve for the period of one year or until their successor is appointed. In case of vacancy in any of the committees either by death, resignation or otherwise, the Mayor shall appoint other members of the council to fill such vacancy, provided, that if the Mayor does not appoint such committees at the time named by this section, he may do so at any meeting thereafter. Members of the municipal budget and financial advisory committee shall be appointed by the Mayor with consent from City Council as directed in Section 2.04.060 A of this chapter.

2.04.060 Committees – Power and duties.

- A. Personnel and Finance Committee
 - 1. The personnel and finance committee shall consist of three members, two of whom shall be members of the City Council and one of whom shall be representatives of the public at large who are residents of the City of White Salmon and are of legal voting ages, and shall be appointed by the Mayor and confirmed by the City Council. The Mayor and Clerk/Treasurer, or their designees, shall serve as non-voting ex officio members.
 - 2. It is the responsibility of the committee to consider and approve draft budget proposals prepared and submitted by city staff, and as may be revised or amended

by a majority vote of the committee, and to make recommendations to the City Council for the adoption.

3. The committee shall advise the City Council on matters pertaining to financial affairs of the city.
4. The committee shall advise the City Council on personnel issues as they relate to the budget.
5. The committee is kept apprised by city staff as to the status of union negotiations and union grievances. The representative from the public shall not participate in discussions regarding union negotiations and union grievances.
6. The committee shall perform such other duties as may be imposed by ordinances or the order of the City Council.

B. City Operations Committee (Parks, Health and Sanitation, Street System, Water and Wastewater Utilities, Fire and Police)

1. The committee is kept apprised by city staff on matters pertaining to parks; police and fire; refuse collection; sanitary conditions and health of the city; the conditions of roads, streets, alleyways and parking facilities; and water and wastewater utility services and infrastructure.
2. The committee may recommend measures to the City Council they deem proper for the betterment of the city.
3. The committee reports on matters referred to them by the City Council.
4. The committee is designated as the utilities comprehensive plan committee and shall represent the city on the multi-jurisdictional water and wastewater committee comprised of the jurisdictions of the City of White Salmon, City of Bingen and the Port of Klickitat which addresses water and wastewater utility services, including capital improvements, and utility service interlocal agreements existing or deemed necessary between the parties.

C. Community Development Committee

1. **The community development committee shall consist of four members, two of whom shall be members of the City Council and two of whom shall be members of the White Salmon Planning Commission.**
2. The committee is kept apprised by city staff on matters pertaining to tourism and business development, including opportunities for enhancing tourism and business and its overall impact to the city.
23. The committee is kept apprised of the city's real properties within and adjacent to city limits and within the White Salmon urban growth area including existing and proposed use of such properties.
34. The committee is kept apprised of existing and future annexation policies and the general impact of annexation to city infrastructure and municipal services.
45. The committee is kept apprised of matters pertaining to housing developments and issues related to housing within and adjacent to the city limits and within the White Salmon urban growth area.
56. The committee may recommend measures to the City Council **and/or the Planning Commission** they deem proper for the betterment of the city.
67. The committee reports on matters referred to them by the City Council.

All committee meetings are presumed to be open and subject to the Washington Open Public Meetings Act (OPMA), RCW Ch. 42.30 if the committee is taking public testimony or comment or making decisions (adjudicative or legislative) on behalf of the council. Meetings that involve mere fact-finding, staff conferences and reporting to council without public testimony or comment are not typically subject to the OPMA.

Backup material for agenda item:

Authorization to Become Member of Sourcewell

- a. Presentation
- b. Discussion
- c. Action



AGENDA MEMO

Needs Legal Review: Yes
Meeting Date: February 6, 2019
Agenda Item: Authorization to Become Member of Sourcewell
Presented By: Brending, Clerk Treasurer

ACTION REQUIRED:

Authorization to become member of Sourcewell, providing for cooperative purchasing.

PROPOSED MOTION:

Motion to authorize becoming member of Sourcewell for cooperative purchasing purposes.

Explanation of issue:

The city is interested in becoming a member of Sourcewell, a public entity created for cooperative purchasing purposes. The State of Washington allows local government entities to participate in cooperative purchasing agreements/contracts if certain requirements are met. Ken Woodrich, City Attorney and I have reviewed the documents provided by Sourcewell against the recommendations of the Washington State Auditor's Office and find that Sourcewell meets those requirements. Public works is interested in purchasing a vehicle (budgeted for in the 2019 budget) through Sourcewell that could save the city approximately \$50,000.

Budget:

No direct impact. However, the city could save money by purchasing through this contract and having several sources of contracts from which to purchase.

Staff Recommendation:

Staff recommends the city council authorize the city to become a member of Sourcewell for cooperative purchasing purposes.

SOURCEWELL AGREEMENT

This Agreement, made effective on the date hereof, by and between Sourcewell (formerly known as National Joint Powers Alliance) and City of White Salmon, WA (hereinafter referred to as the "Member").

Agreement

1. Sourcewell, a public entity whose creation was authorized by Minn. Stat. § 123A.21, has followed procurement procedures for products and services offered by this Agreement in accordance with Minn. Stat. § 471.345. Sourcewell is permitted to engage in cooperative purchasing pursuant to Minn. Stat. § 123A.21 Subd. 7(23).
2. It is the sole responsibility of each Member to follow state and local procurement statutes and rules as it pertains to cooperative purchasing or joint power Agreements with in-state or out-of-state public agencies.
3. Sourcewell makes cooperative purchasing contracts available to Members "as is," and is under no obligation to revise the terms, conditions, scope, price, and/or any other conditions of the contract for the benefit of the Member. Members are permitted to negotiate and agree to additional terms and conditions with Vendors directly.
4. Each party shall be responsible for its acts and the results thereof, to the extent authorized by law, and will not be responsible for the acts of the other party and the results thereof. The Member will be responsible for all aspects of its purchase, including ordering its goods and/or services, inspecting and accepting the goods and/or services, and paying the Vendor who will have directly billed the Member placing the order.
5. The use of each contract by the Member will adhere to the terms and conditions of the Sourcewell contract.
6. Any dispute which may arise between the Member and the Vendor are to be resolved between the Member and the Vendor.
7. This Agreement incorporates all Agreements, covenants and understandings between Sourcewell and the Member. No prior Agreement or understanding, verbal or otherwise, by the parties or their agents, shall be valid or enforceable unless embodied in this Agreement. This Agreement shall not be altered, changed or amended except by written amendment executed by both parties.

Member Name

Sourcewell

By _____
Its _____
TITLE

TITLE

DATE

DATE

Rev. 5/2018

MEMBER INFORMATION

Indicate an address to which correspondence may be delivered.

Organization Name* City of White Salmon

Address* PO Box 2139

City White Salmon

State/Province Code WA ZIP code* 98672

Country USA

Employer Identification Number _____

Website Cityofwhitesalmon

Contact person* (First, Last) Patrick Munyan

Job Title* City Administrator

Job Role* City Administrator

E-mail* patm@ci.white-salmon.wa.us

Phone* 509.493.1133 Ext. 202

Organization Type:

Government

- Federal
- State
- County
- Municipality
- Tribal
- Township
- Special District

Education

- Pre-K
- Public K-12
- Private K-12
- Public Higher Ed
- Private Higher Ed

Non-Profit (Please include documentation demonstrating non-profit status)

- Church
- Medical Facility
- Other

REFERRED BY

- Advertisement
- Colleague/Friend
- Vendor Representative
- Conference/Trade Show _____
- Search Engine/Web Search

RETURN COMPLETED AGREEMENT TO:

Sourcewell
202 12th Street NE
P.O. Box 219
Staples, MN 56479

877-585-9706
membership@sourcewell-mn.gov

**Denotes required information*

Compliance & Legal

IN THIS SECTION

Legal Authority

Legal Statutes

Eligible Agencies

Legal Authority

Sourcewell is a local government unit, public corporation and public agency under the laws of the state of Minnesota.

Sourcewell, formerly National Joint Powers Alliance, was created by state law as a service cooperative to provide programs and services to members in education and government. Sourcewell was established with the statutory purpose to assist members in meeting specific needs which are more efficiently delivered cooperatively than by an entity individually.

As a service cooperative, Sourcewell is a local government unit, public corporation and public agency pursuant to the Minnesota Constitution and enabling law Minn. Stat. § 123A.21. All Sourcewell employees are government employees. Sourcewell is governed by an eight-member board made up of local elected officials including county commissioners, city council members, mayors, and school board members.

Sourcewell is authorized to establish competitively awarded cooperative purchasing contracts on behalf of itself and its member agencies. Sourcewell follows the competitive contracting law pro

to solicit, evaluate and award cooperative purchasing contracts for goods and services. Sourcewell cooperative purchasing contracts are made available through the joint exercise of powers law Minn. Stat. § 471.59 to member agencies.

Sourcewell members are able to utilize cooperative purchasing contracts through similar joint powers, intergovernmental cooperation or cooperative purchasing laws in their respective jurisdiction. Member agencies include all eligible government, education, and non-profit agencies nationwide and in Canada.

Additional Resources:

Sourcewell Bylaws

Sourcewell Official Name Change Resolution

Legal Statutes

Select a state to view additional information on regulation of cooperative purchasing in your area.

Canadian Compliance

View Statute by State

No results.

Eligible Agencies

Sourcewell membership is available at no-cost, no obligation, and no liability to public agencies, school districts, state colleges and universities, and local governments. Tribal governments, nonprofit organizations, and other similar entities may also join.

Membership provides timely access to competitively awarded nationally leveraged cooperative purchasing contracts through Joint Powers Agreements.

Become a Member

Common Questions

Is Sourcewell a government agency? +

What is the solicitation process? +

What specific statute gives my agency the authority to participate? +

Can my agency add additional terms and conditions to meet my local requirements? +

How is Sourcewell funded? +



[Sourcewell for Vendors](#) →

[Terms & Conditions](#)

[Sitemap](#)

[Privacy Policy](#)

[Accessibility](#)

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Washington Legal References

State Agencies:

Wash. Rev. Code § 39.26.060 (2017). Cooperative purchasing

(1) On behalf of the state, the department may participate in, sponsor, conduct, or administer a cooperative purchasing agreement for the procurement of any goods or services with one or more states, state agencies, local governments, local government agencies, federal agencies, or tribes located in the state, in accordance with an agreement entered into between the participants. The cooperative purchasing may include, but is not limited to, joint or multiparty contracts between the entities, and master contracts or convenience contracts that are made available to other public agencies.

(2) All cooperative purchasing conducted under this chapter must be through contracts awarded through a competitive solicitation process.

Local Governments:

Wash Rev. Code § 39.34.030 (2017). Joint powers--Agreements for joint or cooperative action, requisites, effect on responsibilities of component agencies

(1) Any power or powers, privileges or authority exercised or capable of exercise by a public agency of this state may be exercised and enjoyed jointly with any other public agency of this state having the power or powers, privilege or authority, and jointly with any public agency of any other state or of the United States to the extent that laws of such other state or of the United States permit such joint exercise or enjoyment. Any agency of the state government when acting jointly with any public agency may exercise and enjoy all of the powers, privileges and authority conferred by this chapter upon a public agency.

(2) Any two or more public agencies may enter into agreements with one another for joint or cooperative action pursuant to the provisions of this chapter, except that any such joint or cooperative action by public agencies which are educational service districts and/or school districts shall comply with the provisions of RCW 28A.320.080. Appropriate action by ordinance, resolution or otherwise pursuant to law of the governing bodies of the participating public agencies shall be necessary before any such agreement may enter into force.

About Sourcewell:

Sourcewell is a service cooperative created by the Minnesota legislature as a local unit of government. Minn. Const. art. XII, sec. 3. As a public corporation and agency, Sourcewell is governed by local elected municipal officials and school board members. Minn. Stat. § 123A.21 Subd. 4 (2017). Under its enabling statute, Sourcewell is explicitly authorized to provide cooperative purchasing services to eligible members. *Id.* at Subd. 7(23).

Sourcewell follows the competitive contracting law process to solicit, evaluate and award cooperative purchasing contracts for goods and services. Sourcewell cooperative purchasing contracts are made available through the joint exercise of powers law to member agencies. Minn. Stat. § 471.59 (2017). Membership in Sourcewell is available for all eligible state and local governments, education, higher education and nonprofit entities across North America. § 123A.21 at Subd. 3.

The information found on the Sourcewell website are provided for educational and informational purposes only. This information contained on the website, including any printed material derived from this website, is not legal advice and no attorney-client or other contractual relationship is formed by access to this information. Information here may be out of date, obsolete, or otherwise inaccurate. Please consult with a qualified attorney regarding any questions.

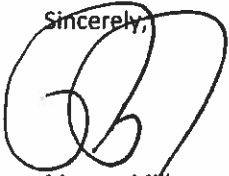
June 6, 2018

The National Joint Powers Alliance (NJPA) will formally be known as Sourcewell beginning June 6, 2018.

The NJPA Board of Directors on May 15, 2018 voted to approve changing the organization's name to Sourcewell. Documentation has been formally submitted for Sourcewell to be registered and trademarked, both federally and in Minnesota, with the appropriate agencies.

Sourcewell has worked intentionally to mitigate the implications of this change to current and potential members, currently awarded vendors, and other existing partners. After June 6th, 2018, Sourcewell will maintain and continue to recognize the National Joint Powers Alliance name. Membership agreements, contracts, and agreements entered into with the National Joint Powers Alliance will remain valid and continue in effect without impact. This will ensure contractual continuity and safeguard any disruptions to engagement with Sourcewell. This includes membership, use of cooperative purchasing contracts, or other contractual engagements.

Sincerely,



Marcus Miller
General Counsel and Director of Government Relations

**STATE OF MINNESOTA
COUNTY OF TODD**

**RESOLUTION ESTABLISHING CORPORATE AND AGENCY NAME FOR REGION 5 SERVICE
COOPERATIVE AS SOURCEWELL (F/K/A National Joint Powers Alliance)**

Resolution No. 2018-07

WHEREAS, the Board of Directors previously authorized and directed staff undertake all actions necessary and sufficient to “rebrand” Region 5 Service Cooperative; and

WHEREAS, after careful study and consideration, the name Sourcewell was chosen as the legal, organizational, and agency name for Region 5 Service Cooperative; and

WHEREAS, the organizational bylaws were duly adopted, ratified and approved and became effective as of the May 2018 Board of Directors meeting; and

WHEREAS, Article 1, Section 1 of said bylaws establishes Sourcewell as the legal organizational name for Region 5 Service Cooperative; and

WHEREAS, Minnesota Statutes, § 123A.21 provides that the “care, management, and control” of Region 5 Service Cooperative is vested in its Board of Directors, including the power and authority to establish the legal name of the organization.

NOW THEREFORE BE IT RESOLVED by the Board of Directors as follows:


1. The name National Joint Powers Alliance is replaced and the legal, organizational, and agency name of Region 5 Service Cooperative is Sourcewell.
2. The official and effective date of this change is June 6, 2018.
3. All prior contracts and other legal obligations established or incurred under the name National Joint Powers Alliance remain in full force and effect.
4. All contracts or other legal obligations undertaken on and after June 6, 2018 shall be executed and performed in the name Sourcewell.
5. This Resolution is effective upon signature and shall henceforth serve as sufficient and official proof and evidence of the legal, organizational and agency name for Region 5 Service Cooperative.

6. The Executive Director, or his designee, is authorized and directed to provide copies of this resolution to third parties as requested or required and to affix the same to legal documents when necessary.



Chairperson, Sourcewell Board of Directors

ATTEST:



Clerk to the Board of Directors

REGION FIVE SERVICE COOPERATIVE BY-LAWS

Public Corporation and Agency Name: SOURCEWELL

ARTICLE I

CORPORATE ESTABLISHMENT AND CORPORATE NAME

Section 1. Establishment and Name. Region Five Service Cooperative is established by law as a local government unit, public corporation and public agency pursuant to the Minnesota Constitution and enabling statutes provided for by the Minnesota Legislature in Minn. Stat. § 123A.21. The name of this local government unit, public corporation and public agency, and statutory service cooperative is Sourcewell. All exercise of statutory authority, conduct of business, establishment of policies, administration of services and programs, and execution of legal documents shall be done in the corporate name, as herein established, in accordance with law and as provided for in these by-laws from the date of final adoption.

Section 2. Prior Name. Prior to adoption of these by-laws, Region Five Service Cooperative was formerly known as National Joint Powers Alliance (NJPA) and has also been historically known as Educational Cooperative Service Unit 5 and North Central Service Cooperative. All contractual and other legal obligations incurred under a prior legal name may continue in that name, but shall bind Sourcewell. Any renewal of a contractual or other legal obligation shall be made in the name Sourcewell.

Section 3. Existing Members. All Members defined by Article VI, whether Voting or Service Members, who joined Region Five Service Cooperative (Sourcewell, f/k/a NJPA, ECSU 5, NCSC) prior to the adoption of these by-laws shall retain membership status

unless or until modified or terminated in accordance with the terms and conditions contained in these bylaws.

ARTICLE II

GEOGRAPHICAL BOUNDARIES AND ELECTORAL DISTRICTS

Section 1. Boundaries. Pursuant to Minn. Stat. § 123A.21 Subd. 1, the geographical boundaries of Region Five Service Cooperative (Sourcewell) encompass the entirety of the Counties of Cass, Crow Wing, Morrison, Todd, and Wadena in Minnesota. Sourcewell may, in accordance with law, establish operational locations outside the geographic boundaries of Region Five in furtherance of programs, products, services or solutions authorized by law and these by-laws.

Section 2. Electoral Districts. For purposes of elections conducted pursuant to Article XII of these by-laws, the Sourcewell Board of Directors may establish electoral districts within the geographical boundaries of Region Five by majority decision. Electoral districts shall be established in a manner intended to reasonably ensure proportional representation on the Sourcewell Board of Directors. In establishing electoral districts, the Board of Directors may distinguish between elections for school board representatives and non-school board representatives. Once established, electoral districts shall be reviewed annually by the Board of Directors no later than thirty (30) days prior to the opening of nominations for election. The Board of Directors may, in its sole discretion, confirm, modify or eliminate electoral districts from time-to-time in accordance with law and these by-laws.

ARTICLE III

LEGAL ADDRESS AND SERVICE OF PROCESS

Section 1. Address. The legal address of Sourcewell is:

Sourcewell
202 12th Street Northeast
P.O. Box 219
Staples, Minnesota 56479

The primary legal offices of Sourcewell shall be located at this address.

Section 2. Service of Process. Service of process shall be made in accordance with the procedural rules governing the action initiated by the pleadings or papers served. The Executive Director, or designee, may accept service of process in any manner allowed by the procedural rules governing the action initiated by the pleadings or papers served.

ARTICLE IV

FISCAL YEAR AND AUDITS

Section 1. Fiscal Year. The fiscal year for Sourcewell shall commence on July 1st and end on June 30th of each year.

Section 2. Audits. Sourcewell shall conduct annual audits pursuant to Minnesota law and in accordance with recognized best accounting practices.

ARTICLE V

PUBLIC PURPOSE

Section 1. Purpose. Consistent with Minn. Stat. § 123A.21 Subd. 2, the primary purpose of Sourcewell is to provide statutorily authorized programs, products, services, and solutions to assist in meeting the specific needs of members which they may not be able to provide for themselves alone. Sourcewell shall provide programs, products, services, and solutions which are determined to meet priority needs of its members and

shall assist in meeting special needs which arise from fundamental constraints upon individual members. No earnings or interest of the Sourcewell may inure to the primary benefit of any individual person or private entity.

ARTICLE VI

MEMBERSHIP AND PARTICIPATION

Section 1. Two Forms of Membership. Pursuant to Minn. Stat. § 123A.21, Subd. 2, membership in Sourcewell shall take two (2) forms: (i) Voting Governance members (hereinafter referred to as "Voting Members"); and (ii) Participant Service members (hereinafter referred to as "Service Members").

Section 2. Voting Members. Voting Members are those school districts, cities, counties, and other governmental units located within the geographic boundaries of Region Five who have chosen to initiate voting membership in Sourcewell, in accordance with Section 4 of this Article for purposes of obtaining governance rights and participation in and access to programs, products, services, and solutions provided by Sourcewell.

Section 3. Service Members. Service Members are school districts, cities, counties, and other governmental units, as well as nonpublic school administrative units and nonprofit agencies or organizations, regardless of geographic location, who have chosen to initiate membership in Sourcewell in accordance with Section 4 of this Article for purposes of participating in and receiving programs, products, services, and solutions provided by Sourcewell. Service Members do not have governance rights, do not incur the obligations of Voting Members and do not incur any of Sourcewell's corporate liability, and are not entitled to distribution of assets upon dissolution.

Section 4. Initiating Membership. Membership with Sourcewell is initiated as follows:

- a. *Voting Membership.* Any qualifying potential voting members may join Sourcewell by forwarding a duly adopted resolution of its governing body to the attention of the Executive Director by hand-delivery, e-mail, or U.S. mail. Upon receipt of such resolution, and appropriate and proper verification of the same, the Sourcewell Executive Director shall cause the same to be placed on the agenda of the next regular meeting of the Sourcewell Board of Directors for consideration and approval, provided that such approval shall not be unreasonably withheld. The effective date of voting membership shall be the date of approval by the Board of Directors of the resolution initiating membership.
- b. *Service Membership.* Any qualifying potential Service Member may join Sourcewell by complying with the service membership policy or policies established by majority vote of the Sourcewell Board of Directors for purposes of accessing programs, products, services and solutions provided by Sourcewell.

Section 5. Membership Policies. Consistent with these by-laws, the Board of Directors may, by majority vote, establish policies and procedures governing terms and conditions of membership for both Voting Members and Service Members. With respect to each program, product, service or solution, the Board of Directors may, by majority vote, establish policies and procedures regulating access to such programs, products, services, and solutions, including the cost thereof. Voting Members shall be eligible to access and participate in, and may not be excluded from, any program, product, service, or solution offered by Sourcewell, unless otherwise prohibited by law. With respect to

Service Members, the Sourcewell Board of Directors may differentiate membership policies on the basis of need, geography, particular membership constituencies, or any combination thereof. Participation in programs, products, services and solutions is discretionary as to all Members.

Section 6. Withdrawal from Membership. Members may withdraw from membership as follows:

- a. *Voting Member Withdrawal.* A Voting Member may elect to withdraw its membership from Sourcewell by a duly adopted resolution of its governing board and upon compliance with any Membership Agreement or applicable membership policies. The withdrawal shall be effective on June 30th following receipt of the withdrawal resolution by e-mail, hand-delivery, and/or U.S. mail. Any such withdrawal is subject to these by-laws and any terms and conditions of membership established by contract or policy existing at the time of withdrawal.
- b. *Service Member Withdrawal.* Service Members may withdraw from membership in accordance with the policies for such membership established by the Sourcewell Board of Directors. Any such withdrawal is subject to these by-laws and any terms and conditions of membership established by contract or policy existing at the time of withdrawal. No withdrawing Service Member shall be entitled to a distribution of any assets or other payment because of withdrawal.
- c. *Obligations of Voting Members Upon Withdrawal.* Upon withdrawal, a Voting Member is obligated for the share of expenses (if any) already certified to the

withdrawing member for the fiscal year in which withdrawal occurs, as well as a prorated refund of any amounts paid toward general operations and overhead for the same fiscal year. If the certified expenses exceed the pro-rated refund, the withdrawing member is obligated to pay the difference. In no event shall a withdrawing Voting Member be entitled to a refund greater than the amount paid in for the fiscal year in which withdrawal occurs. In no event shall a withdrawing Voting Member be entitled to a refund of any amounts paid during prior fiscal years. No withdrawing Voting Member shall be entitled to a distribution of any assets.

- d. *Dissolution.* Upon dissolution, only Voting Members existing at the time of dissolution are responsible for any proportionate share of expenses and entitled asset distributions, as provided by Minn. Stat. § 123A.21, Subd. 9, and Minn. Stat. § 123A.24, Subd. 1 and 2, as may annually be allowed or assessed by the Board of Directors.

ARTICLE VII

FINANCIAL SUPPORT FROM VOTING MEMBERS

Section 1. Financial Support. Financial support for operational and capital expenses and programs, products, services and solutions shall first be provided from revenue generating operations, as well as any supplementing private, state, or federal financial support as may be available. The Sourcewell Board of Directors may, in each fiscal year, for the purpose of meeting all or a portion of estimated operational and capital expenses, assess and certify to each Voting Member, their proportionate share of such projected expenses. To the extent practicable, this share shall be based upon the extent of

participation by each Voting Member and shall take the form of an annual service fee. Each Voting Member shall remit its assessment to the Board of Directors as determined by the Board of Directors. Any certified and assessed fee shall not cause a Voting Member to exceed its maximum levy limitations set forth by law for the applicable fiscal year. Nothing in this section shall require the Board of Directors to certify and assess fees in any given fiscal year.

Section 2. Service Contracts. Nothing in this section shall limit the ability of the Board of Directors to enter or authorize contracts for purposes of delivering services or shared services and negotiating reasonable contractual costs for the same separately with Voting Members.

ARTICLE VIII

RIGHTS AND OBLIGATIONS OF MEMBERS

Section 1. Rights and Obligations of Voting Members. Voting Members are entitled to nominate eligible persons to serve on the Sourcewell Board of Directors. Voting Members are eligible to participate in elections for Board of Directors. Voting Members are responsible for any proportionate share of expenses and are entitled to asset distributions upon dissolution. Except as may otherwise be provided by law, at their discretion, Voting Members are entitled to participate in programs, products, services and solutions provided by Sourcewell without limitation, but subject to the terms and conditions of participation established by policy or policies of the Board of Directors.

Section 2. Rights and Obligations of Service Members. Service Members cannot nominate anyone to serve on the Board of Directors. Service Members may not vote in elections or on any matters of Sourcewell governance. Service Members are not

responsible for any proportionate share of expenses and are not entitled to asset distributions upon dissolution. Participation in programs, products, services and solutions by Service Members may be limited by the terms and conditions of applicable membership policies.

ARTICLE IX GOVERNANCE

Section 1. Governing Board. The care, management, and control of Sourcewell shall be vested in a Board of Directors, composed of eight (8) members elected by the Voting Members, in accordance with law and these by-laws. Six (6) directors of the Board of Directors shall be current school board members from school districts which are also Voting Members of Sourcewell located within Region Five. Two (2) directors of the Board of Directors shall be individuals from the current governing bodies of cities, counties, and other governmental units as defined in Minn. Stat. § 471.59, which are also Voting Members of Sourcewell located within Region Five.

Section 2. Ex Officio Members to the Board. The Sourcewell Board of Directors may, at its discretion, appoint up to three (3) individuals to its Board of Directors as nonvoting ex officio members for purposes of advisory participation from a cross section of Voting Members. If one (1) such individual is appointed, then the individual shall be a current Superintendent from a Voting Member school district. If two (2) such members are appointed, then one (1) shall be a current Superintendent from a Voting Member school district and one (1) shall be a current Administrator of a city, county, or other governmental unit as defined in Minn. Stat. § 123A.21, which is also a current Voting Member. If three (3) such members are appointed, then two (2) shall be current Superintendents from

Voting Member school districts and one (1) shall be a current Administrator of a city, county, or other governmental unit as defined in Minn. Stat. § 471.59, which is also a Voting Member. The term of any appointed ex officio, nonvoting member shall be two (2) years.

Section 3. Representative Assembly. A Representative Assembly is created as provided in this section. The Sourcewell Representative Assembly purpose is to increase the representative input of Voting Members in the development of programs, products, services, and solutions offered by Sourcewell. Each Voting Member shall be entitled to select two (2) current members of its governing body to serve on the Representative Assembly. Appointment shall be made by the governing board of the Voting Member and shall be communicated to the Sourcewell Executive Director on an annual basis. Each Voting Member governing body may designate alternates for each representative on the Representative Assembly and notify the Executive Director of the alternates. The Board of Directors Chairperson and the Clerk to the Board of Directors shall serve as chairperson and clerk to the Representative Assembly.

ARTICLE X

THE REPRESENTATIVE ASSEMBLY MEETINGS AND

ANNUAL REPORT AND PLAN

Section 1. Meetings. The Representative Assembly shall meet at least once per year. Such meetings are intended to meet the requirements of Minn. Stat. § 123A.21, Subd. 10. An agenda shall be sent to each Voting Member at least ten (10) days prior to the annual meeting. All matters to be acted thereon shall be submitted in writing to the Sourcewell Executive Director no later than fifteen (15) days prior to such meeting. To the

extent practicable, matters submitted in the form of a resolution shall appear on the agenda in the form prepared and proposed. All actions of the Representative Assembly shall be final upon subsequent ratification and approval by the Sourcewell Board of Directors.

Section 2. Annual Report and Plan. Consistent with Minn. Stat. § 123A.21, Subd. 5(i) and 7, the Board of Directors shall submit an annual report and plan to the Voting Members by September 1st. The report and plan should contain an evaluation of the effectiveness of programs, products, services, and solutions provided to Voting Members during the preceding fiscal year. The report and plan may identify the programs, products, services, and solutions which are recommended for implementation during the following year and may contain components of long-term planning. As often as practicable, the Annual Report shall be prepared and submitted in conjunction with a meeting of the Representative Assembly.

ARTICLE XI

POWERS AND DUTIES OF THE BOARD OF DIRECTORS

Section 1. Powers of the Board. The Sourcewell Board of Directors has all powers provided for by law, including but not limited to, the authority to:

- a. Exercise all powers enumerated in Minn. Stat. § 123A.21, specifically, Minn. Stat. § 123A.21, Subd. 7;
- b. Delegate to the Sourcewell Executive Director, or his or her designee, all powers, authority, responsibilities and duties as it deems necessary and proper;

- c. Provide adequate office, service center, and administrative facilities by lease, purchase, gift, or otherwise;
- d. Establish an annual budget for each fiscal year;
- e. Approve the use of administrative fees for any purpose allowed by law;
- f. Certify and assess fees in accordance with law and these by-laws;
- g. Hire an Executive Director, set compensation and provide employment benefits to the same;
- h. Employ personnel as necessary to support general operations and the programs, products, services, and solutions offered by Sourcewell and to set compensation and provide employment benefits to the same;
- i. Make application for, accept, and expend private, state, and federal funds that are available for programs of the members;
- j. Accept gifts and donations for the benefit of the public corporation and agency, subject to limitations imposed by law;
- k. To acquire real and personal property for the benefit of this public corporation and agency and its members;
- l. To prosecute, defend or settle all actions and claims in courts of law and other legal forums;
- m. To appoint special advisory committees composed of superintendents, central office personnel, building principals, teachers, parents, laypersons, and representatives from cities, counties and other government agencies;
- n. To enter into contracts with school boards of local education agencies, including school districts outside of the geographic boundaries of Region Five;

- o. To enter into joint powers contracts and relationships with other qualifying entities in Minnesota and throughout the United States;
- p. To enter into contracts with other public and private agencies and institutions to provide administrative staff and other personnel as necessary to furnish and support the agreed upon programs and services;
- q. To establish cooperative, working relationships, and partnerships with post-secondary educational institutions, other public agencies, business, and industry and may appoint special and advisory committee representative of these partners;
- r. To procure insurance against liability of the public corporation and agency, as well as its directors, officers, employees, and agents.
- s. To join governmental, joint powers, pooled risk organizations, as provided for by Minn. Stat. § 471.59;
- t. To employ qualified professionals, including but not limited to, attorneys, accountants, and other consultants;
- u. To select advisory councils or committees to give advice and counsel to the Board of Directors comprised of representatives from public and non-public schools, cities, counties, and other governmental units, as well as representatives from strategic business partners.
- v. To the extent possible, make technical assistance for long term planning available to Voting Member government agencies upon request and shall establish a common base for local and regional decision-making.

Section 2. Duties of the Board. The Board of Directors shall exercise all powers in a manner necessary to carry out all duties imposed upon it by law.

Section 3. No Limitation on Authority. Article XI shall not be construed as a limitation on any authority of the Board of Directors provided by law.

Section 4. Contracting Authority; Delegation. The Board of Directors is the contracting authority for Sourcewell. This authority may be delegated in accordance with Minnesota law.

ARTICLE XII

ELECTIONS OF THE BOARD OF DIRECTORS

Section 1. Terms of Office; Vacancies. Members of the Sourcewell Board of Directors are elected to four (4) year terms. A schedule of terms of office for each director seat shall be maintained at the legal offices for Sourcewell and be available for public inspection. Members shall begin their term in February following the election and qualification to office, and shall serve until a successor is elected and qualified. A vacancy on the Board of Directors which results in an unexpired term may be filled by appointment of the Board of Directors. The duration of any such appointment shall be until the next annual election during which the seat is scheduled for election. An election, following appointment, shall be for the unexpired term of office and no vacancy filled by appointment shall cause any established term of office to be extended.

Section 2. Nominations for Candidacy. Nominations for candidacy must be filed with the Sourcewell Executive Director no more than forty-five (45) days, nor less than twenty (20) days, prior to the announced election at which any director is to be elected to the Board of Directors. Each candidate shall be nominated by a petition signed by a majority

of the governing body of the Voting Member. All persons nominated must be currently elected officials. The petition shall identify the Voting Member entity from which a candidate has been nominated, the name of the candidate, and a brief description of the candidate's background, experience, and qualifications.

Section 3. Timing and Administration of Elections. Elections shall occur annually after the second Tuesday in November, but no later than January 15th, provided that only two (2) seats shall be up for election at once. The Board of Directors shall cause the election ballots to be printed for election to the Board of Directors and cause the ballots to be delivered to Voting Members no later than ten (10) days before the election.

Section 4. Election of School Board Directors. The six (6) school board directors shall be elected as follows from each of the three (3) school district electoral districts established within the geographic boundaries of Region Five pursuant to Article II. The governing body of every school board Voting Member is entitled to cast one (1) organizational vote in elections occurring within their appropriate and respective electoral district.

Section 5. Election of Non-School Board Directors. Each Voting Member that is a city, county, or other governmental unit as defined in Minn. Stat. § 471.59, may nominate elected officials from its governing body to serve on the Sourcewell Board of Directors. Each nomination shall be by majority vote of the governing body of the Voting Member. The governing body of every non-school board Voting Member is entitled to cast one (1) organizational vote in elections occurring within their appropriate and respective electoral district.

Section 6. Qualification to Board. All voting directors shall remain publicly elected officials from within the geographic boundaries of Region Five. Should any voting director lose his or her elected position for any reason, then a vacancy shall immediately occur and shall be filled in accordance with law and these by-laws.

ARTICLE XIII

MEETINGS OF THE BOARD OF DIRECTORS

Section 1. Organizational Meeting. Each year following elections and upon qualification of new directors to office, at the call of the Sourcewell Executive Director, the Sourcewell Board of Directors shall meet and hold an organizational meeting. At the organizational meeting, the following business shall be conducted:

- a) Canvass election results and approve election certificates;
- b) Elect a chairperson; a vice-chairperson; a clerk, and a treasurer (officers of the Board of Directors). To the extent practicable, no two (2) directors shall be from the same Voting Member governing body;
- c) Elect a chairperson; a vice-chairperson; a clerk, and a treasurer (officers of the Board of Directors). To the extent practicable, no two (2) directors shall be from the same Voting Member governing body;
- d) Make committee appointments;
- e) Appoint ex officio, nonvoting directors as provided for in Article IX, Section 2;
- f) Set board compensation, mileage reimbursement, and per diem rates;
- g) Set a schedule of regular meetings;
- h) Set any timelines required by law, these by-laws, or as the board shall deem practical and expedient;

- i) Designate official depositories;
- j) Designate the official newspaper, provided that the organizational website shall be used whenever legally permissible and sufficient;
- k) Designate a chief procurement official;
- l) Designate legal counsel;
- m) Designate an auditor;
- n) Authorize electronic, digital, or facsimile signatures;
- o) Authorize and delegate legal representative duties;
- p) Establish, confirm, review, or modify electoral districts; and
- q) The Board of Directors shall also conduct any other necessary organizational business.

The minutes of the organizational meeting may be duly approved at any subsequent regular meeting of the Board of Directors.

Section 2. Meetings. The Board of Directors shall meet at the call of the chairperson or any three (3) members of the board. An electronic agenda shall be sent to each member at least five (5) days prior to the meeting of the board. Matters of emergency nature or practical urgency not on the agenda may be considered at the time of the meeting.

- a) A quorum at any meeting with members of the board shall consist of a majority of the elected Board of Directors;
- b) The order of business at the board meetings shall be as determined by the board;

- c) The meetings of the board at which official action is taken shall be public meetings and no person shall be excluded therefrom; and
- d) To the extent practicable, the rules of parliamentary procedure in the latest edition of Robert's Revised Rules of Order shall govern the board and advisory committees and councils in their deliberations in all matters, except as otherwise provided in these by-laws. Rules may be amended at any meeting by a majority vote. The order of business may be suspended at any meeting by majority decision.

Section 3. Record of Proceedings. Meeting minutes of the Board of Directors shall be posted online to the Sourcewell website. The minutes of the preceding meeting shall be reviewed, corrected if necessary, and a copy of all motions and the names of the director(s) making and seconding motions shall be recorded.

ARTICLE XIV

AUTHORITY AND DUTIES OF THE EXECUTIVE DIRECTOR

Section 1. Authority and Duties. The Sourcewell Board of Directors shall hire an Executive Director and such number of other personnel as may be deemed necessary. The Board of Directors shall also fix the salary and conditions of employment of such officers, which may include reasonable and necessary expenses, vacation, and disability leave. The Sourcewell Executive Director shall, under the direction of the board, exercise the following responsibilities and duties:

- a. Perform and exercise all duties, responsibilities and delegated to the Executive Director by the by-laws or by separate action of the Board of Directors;
- b. Act as secretary and executive officer of the Board of Directors;

- c. Attend all regular and special meetings of the Board of Directors when so required by the board and advise the board of all questions under consideration;
- d. Serve as ex-officio member of all advisory committees or councils appointed by the Board of Directors;
- e. Provide for the keeping of minutes of the Board of Directors meetings, recording all proceedings and official actions in a manner required by law and keeping such records as may be necessary;
- f. Act as the custodian of records, reports, documents, correspondence, educational equipment and supplies, and other property and maintain inventories and indices thereof;
- g. Act as the legal representative for state and federal programs;
- h. Prepare and present the business to be acted upon at meetings of the board;
- i. Maintain supervisory custody of the funds of the board;
- j. Enter into all membership agreements and to extend annual renewals for contracts pending board consideration;
- k. Write drafts against funds only for expenditures properly approved by the board;
- l. As bonded by the board, make financial records of the board available at all times and submit them annually for audit;
- m. Prepare and submit an itemized budget for approval by the Board of Directors;
- n. Promote through meetings, conferences, and electronic communication with government agency officials, teachers, parents, and the public generally, and

by hard copy and electronic distribution of pamphlets, bulletins, newsletters and other materials, an active interest in all desirable types of public service and to suggest needed changes and improvements identified by member government agencies.

ARTICLE XV

CHIEF PROCUREMENT OFFICIAL

Section 1. Designation. The Sourcewell Board of Directors may, through policy or resolution, designate a chief procurement official to administer a cooperative purchasing and contracting program as authorized by Minn. Stat. § 123A.21, Subd. 7(a)(23).

Section 2. Powers and Duties. Upon designation, the official is hereby designated to:

- a. Competitively solicit contracts in categories called for by the Board of Directors;
- b. Award all competitively solicited contracts, without limitation;
- c. In consultation with the Sourcewell Executive Director and General Counsel, propose and implement changes to the cooperative purchasing and contracting program intended to increase efficiency, regulatory compliance, and member value; and
- d. Propose budgetary modifications necessary to meet member needs.

ARTICLE XVI

AMENDMENTS TO BY-LAWS

Section 1. Process for Amending By-laws. These by-laws may be amended by the affirmative vote of two-thirds of the members present at the Annual Meeting of the Representative Assembly, or by mail ballot, provided that the substance of the proposed

amendments shall have been submitted in writing to each member at least ten (10) days prior to such vote.

Officially adopted by the Board of Directors January 12, 1978.

First Amendment approved May 29, 1990.

Second Amendment approved March 25, 1991.

Third Amendment approved April 27, 1992.

Fourth Amendment approved September 25, 1995.

Fifth Amendment approved September 28, 1998.

Sixth Amendment approved April 13, 2005.

Seventh Amendment approved April 14, 2010.

Eighth Amendment approved April 6, 2011.

Ninth Amendment approved April 10, 2013.

Tenth Amendment approved April 13, 2016.

Eleventh Amendment approved April 11, 2018.



Chairman, Board of Directors



Clerk, Board of Directors

Backup material for agenda item:

Approval of Meeting Minutes - January 2, 2019 and January 30, 2019



CITY OF WHITE SALMON
City Council Regular Meeting – Wednesday, January 2, 2019

Council and Administrative Personnel Present

Council Members:

Jason Hartmann
Donna Heimke
Marla Keethler
Ashley Post
Amy Whiteman

Staff Present:

Pat Munyan, City Administrator
Jan Brending, Clerk Treasurer
Ken Woodrich, City Attorney
David Poucher, Mayor

1. Call to Order

Mayor Poucher called the meeting to order at 6 p.m. There were approximately 4 people present.

2. Roll Call

All council members were present

3. Comments – Public and Council

There was no comments.

4. Changes to the Agenda.

There were no changes to the agenda.

5. Review of 2018 Priorities

Jan Brending, Clerk Treasurer provided an overview of the 2018 priorities and the 2018 accomplishments. She said she is recommending the 2018 Goals and Priorities be adopted as the 2019 Goals and Priorities with several modifications:

Parks and Pool – replace “Develop phased action plan for pool construction and development” and “Establish Parks and Recreation District” with “Work with Metropolitan Park District regarding construction and operations of a new pool.”

City Communications – replace “Redesign website” with “Continue to improve website.”

Jan Brending said she also recommends holding a council retreat in June to identify the 2020 Goals and Priorities in order to establish the budget for 2020 around those goals and priorities.

The council discussed the proposed 2019 Goals and Priorities. Under “Infrastructure” a goal was added “Support continued funding and consideration of alternative funding sources for

street maintenance” and under “Parks and Pool” a goal was added “Establish parks capital facilities improvements plan.”

The council also discussed that they would like to have a specific goal in 2020 related to exploring waste reduction activities within the city.

Marla Keethler moved, Amy Whiteman seconded.
 Motion to adopt the 2019 Goals and Priorities with changes. *CARRIED.*

18. Consent Agenda

- a. Approval of Minutes – December 19, 2019
- b. Approval of Vouchers
 Vouchers audited and certified as required by RCW 42.24.080 and expense reimbursement claims as required by RCW 42.24.090 as of this 2nd day of January, 2019.

Type	Date	From	To	Amount
Claims	12/30/2018	34562	34581	27,529.88
	1/2/2019	34582	34588	13,746.38
			Claims Total	41,276.26
Payroll	12/20/2018	EFT	EFT	55,067.89
			Payroll Total	55,067.89
Manual Claims				
			Manual Total	0.00
			Total All Vouchers	96,344.15

Amy Whiteman moved, Ashley Post seconded.
 Motion to approve consent agenda. *CARRIED.*

19. Department Head and Committee Reports

Pat Munyan, City Administrator provided an update to the council regarding the city’s aquifer storage recharge program.

Jan Brending, Clerk Treasurer said the city council will be meeting jointly with the planning commission on February 13.

Marla Keethler, Council Member noted that Senator Curtis King has sent out a survey to his constituents. She said the Metropolitan Park District will hold its first meeting tomorrow, Thursday, January 3.

Ken Woodrich, City Attorney said he spoke briefly with the Park District's attorney, Ruben Cleveland.

20. Adjournment

The meeting was adjourned at 7:14 p.m.

David Poucher, Mayor

Jan Brending, Clerk-Treasurer



CITY OF WHITE SALMON
Joint Meeting – City Council and Planning Commission
Wednesday, January 30, 2019

Council and Administrative Personnel Present

Council Members:

Jason Hartmann
Donna Heimke
Marla Keethler
Ashley Post
Amy Whiteman

Staff Present:

Pat Munyan, City Administrator
Jan Brending, Clerk Treasurer
Ken Woodrich, City Attorney
David Poucher, Mayor
Erika Castro-Guzman, Associated Planner

1. Call to Order and Roll Call

Mayor Poucher and Planning Commissioner Chairman David Lindley called the meeting to order at 5:30 p.m. There were approximately 4 people present.

All council members were present.

Jan Brending provided a brief overview of the agenda and memos provided in the packet. She introduced two facilitators and a mediator who will assist with the meeting – Marti Dane, Nicolía Mehrling and Rudi Atencio.

David Lindley asked why facilitators and a mediator were brought into the meeting.

David Poucher explained that he thought it would be helpful to have them present to help the group work through the topics and issues.

David Lindley asked that the scoping document presented at the November joint meeting by the city's contract land use planners be made part of the record.

2. Roles of the Council and Planning Commission

The council and the planning commission discussed how special meetings can be called.

Ken Woodrich, City Attorney clarified how a special meeting needs to be called with a minimum 24-hour notice with all agenda items noted on the agenda and that minutes must be taken.

The city council and the planning commission discussed the roles of the council and the planning commission.

It was noted that the city's municipal code is conflicting in several areas. The council and planning discussion specifically discussed how short plats are no longer reviewed by the planning commission but are addressed at the administrative level.

Anne Medenbach said she believes there were subdivisions that went to the city council and not the planning commission.

It was noted that no subdivisions have been submitted to the city for approval. The items that went before the city council were subdivisions previously heard by the planning commission with preliminary approval by the council and were presented to the council for final approval as required by the city's code.

The planning commission said they would like to be kept updated on land use decisions that are being made administratively.

David Lindley said the planning commission wants to meet twice a month starting immediately. The meeting dates are scheduled for the 2nd and 4th Wednesdays of each month.

The council and the planning commission discussed the city's committee structure, particularly the Community Development Committee, and how it relates to land use issues.

There was a consensus that the city council will amend the structure for its Community Development Committee, adding two planning commissioners.

There was a consensus that flowcharts will be prepared as to how annexations and subdivisions are accomplished in the city. These flowcharts will be provided for the Planning Commission meeting on February 13.

There was a consensus that information and communications will be shared between the council and the planning commission.

3. Vision and Goals

The council and planning commission did not specifically discuss the vision and goals as presented.

Jan Brending noted that the presentation was designed to start the conversation.

David Lindley noted that the scoping document provided at the November joint meeting addressed several ways to address the vision and goals. He said the planning commission has not had time to discuss this as they have not met since November.

4. Comprehensive Plan Update

The council and the planning commission discussed the comprehensive plan update.

Members of the council said they appreciate the joint meetings that took place in 2018 to help get an understanding of what is and should be in the comprehensive plan. Members of the planning commission also agreed that the joint meetings in 2018 were helpful.

There was consensus that the planning commission will begin working on the comprehensive plan update including the vision and goals.

There was a consensus that the planning commission will keep the council updated on its work.

20. Adjournment

The meeting was adjourned at 7:14 p.m.

David Poucher, Mayor

Jan Brending, Clerk-Treasurer

Backup material for agenda item:

Resolution 2019-02-481 Declaring Surplus



AGENDA MEMO

Needs Legal Review: Yes
Meeting Date: February 6, 2019
Agenda Item: Resolution 2019-02-481, Declaring Surplus Property
Presented By: Jan Brending, Clerk Treasurer

ACTION REQUIRED:

Approval of resolution declaring certain items surplus.

PROPOSED MOTION:

Motion to approve Resolution 2019-02-481, Declaring Surplus Property

Explanation of issue:

The city council adopts all resolutions. When the city has surplus property that it wishes to dispose of it, it declares the property surplus through a resolution and puts the items up to bid. The city uses Public Surplus to surplus its items. This is an online bidding system that allows staff to post the items available for bid.

Budget:

Funds from the surplus sale will be allocated to the appropriate department as revenue.

Staff Recommendation:

Staff recommends approval of Resolution 2019-02-481, declaring surplus property.

**CITY OF WHITE SALMON, WASHINGTON
RESOLUTION NO. 2019-02-481**

**A RESOLUTION OF THE CITY OF WHITE SALMON, WASHINGTON REGARDING
DECLARING SURPLUS PROPERTY IN THE CITY OF WHITE SALMON,
WASHINGTON**

WHEREAS, the City of White Salmon is the owner of certain property described below;
and

WHEREAS, it would be in the best interest of the City of White Salmon if said property could be sold; and

WHEREAS, the City of White Salmon desires to sell those items designated to be surplus through a bidding process or any other commercially reasonable method; and

WHEREAS, the City of White Salmon desires to designate any items not sold in surplus to have no value and to be donated to an appropriate recipient or otherwise to Washington Gorge Action Programs.

**NOW THEREFORE, THE CITY COUNCIL OF THE CITY OF WHITE
SALMON, WASHINGTON, HEREBY RESOLVES:**

Section 1. The following items are to be surplus:

Item Description	Quantity	Total Value	Dept.
Meyers Plow 8'	1	\$800	Street
Cory 90B Rensselaer Hydrant with Foot	1	\$100	Water
Waterous 5-1/4 15D 1990 Hydrant	1	\$50	Water
Clow 250D 1989 Hydrant	1	\$50	Water
French Doors	1	\$20	City Hall
Wooden Exterior Door	2	\$20	City Hall
File Cabinets – 2 Drawer	3	\$10	City Hall
Electrical SCADA Cabinet	1	\$20	Wastewater
Master Meters 1 inch	12	\$1900	Water
Master Meters ¾ inch	342	\$31,635	Water
Manhole Concrete Cones	8	\$200	Wastewater
Manhole Concrete Lids	4	\$100	Wastewater
Electrical boxes	5	\$100	Water
Mueller water main tapping tools	3	\$100	Water
2010 Dodge Charge, 4-Door, 80,000 miles, VIN 2B3AA4CVXAH208093	1	\$2000	Police
Verizon MiFi 6620L Jetpack 4G LTE Mobile Hotspot (used)	7	\$210	City Hall
iPhone SE 16 gb, Space Grey (used)	7	\$525	City Hall

Section 2. The City of White Salmon authorizes those useable items to be surplused and sold through a bidding process or any other commercially reasonable method.

Section 3. The City of White Salmon authorizes the City Clerk-Treasurer to donate all surplused equipment and materials not sold to an appropriate recipient or otherwise to Washington Gorge Action Programs.

ADOPTED by the City Council of the City of White Salmon, Washington and approved by its Mayor at regularly scheduled open public meeting thereof this 6th day of February, 2019

David Poucher, Mayor

ATTEST:

APPROVED AS TO FORM:

Jan Brending, Clerk/Treasurer

Kenneth B. Woodrich, City Attorney

Backup material for agenda item:

Resolution 2019-02-482 Amending Travel Policy



AGENDA MEMO

Needs Legal Review: Yes
Meeting Date: February 6, 2019
Agenda Item: Resolution 2019-02-482, Amending Travel Policy
Presented By: Jan Brending, Clerk Treasurer

ACTION REQUIRED:

Approval of resolution amending travel policy

PROPOSED MOTION:

Motion to approve Resolution 2019-02-482, Amending Travel Policy.

Explanation of issue:

The city council adopts all resolutions. It has been brought to my attention that the city's contracts with the union specify a different per diem schedule than what is specified in the city's travel policy. I have proposed to change the city's travel policy to match what is in the union contract – using the Washington State Office of Financial Management's per diem schedule. It should be noted that the OFM per diem schedule does refer to the GSA per diem schedule when travelling out of state. This amendment is reflected on page 3 of the travel policy, section 3.6A1.

In addition, the union has requested the time for receiving "breakfast, lunch and dinner" when traveling overnight be changed to "Travel from a location after 6 p.m." instead of 7 p.m. (see page 4, section 3.6B3). Staff believes this is reasonable as it reflects past practice.

Budget:

No direct budget impact.

Staff Recommendation:

Staff recommends approval of Resolution 2019-02-482, amending travel policy.

RESOLUTION 2019-02-482

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WHITE SALMON,
WASHINGTON, AMENDING TRAVEL POLICY**

WHEREAS, the City of White Salmon feels it is necessary to clarify its travel policy;

and

**NOW THEREFORE, BE IT HEREBY RESOLVED THAT THE WHITE
SALMON TRAVEL POLICY IS AMENDED AS ATTACHED HERETO AS EXHIBIT
“A”.**

ADOPTED by the Council of the City of White Salmon, Washington. Dated this 6th day
of February, 2019.

David Poucher, Mayor

ATTEST:

Jan Brending, Clerk Treasurer

APPROVED AS TO FORM:

Kenneth Woodrich, City Attorney

Backup material for agenda item:

Forestland Response Agreement - Department of Natural Resources



AGENDA MEMO

Needs Legal Review: Yes
Meeting Date: February 6, 2019
Agenda Item: WA Department of Natural Resources Forestland Response Agreement
Presented By: Bill Hunsaker, Fire chief and Jan Brending, Clerk Treasurer

ACTION REQUIRED:

Approval of forestland response agreement with Washington State Department of Natural Resources for mutual aid fire response.

PROPOSED MOTION:

Motion to approve Forestland Response Agreement # 93-097908, providing for mutual assistance and cooperation in the control and suppression of forestland fire through December 31, 2022.

Explanation of issue:

The city council approves agreements and contracts. Entities that provide mutual aid for forestland fire response sign agreements with the Department of Natural Resources cover a variety of issues including reimbursement. The proposed agreement is good through December 31, 2022.

Budget:

No direct budget impact.

Staff Recommendation:

Staff recommends the city council approve Forestland Response Agreement No. 93-097908 with Washington State Department to Natural Resources provides for mutual assistance and cooperation in the control and suppression of forestland fire through December 31, 2022.



FORESTLAND RESPONSE AGREEMENT

Agreement No. 93-097908

This Agreement is entered into between the state of Washington, Department of Natural Resources, Southeast Region, hereinafter referred to as "DNR", and the below named Fire Protection District/Department, hereinafter referred to as "District/Department."

White Salmon Fire Department
PO Box 2139
White Salmon WA 98672
Phone: 509-493-1135
FAX: 509-493-1231
Email: billh@ci.white-salmon.wa.us

Authority: This Agreement is entered into by DNR under the authority of RCW 76.04.015, RCW 76.04.135 and RCW 76.04.610(3); and by the District/Department under the authority of RCW 52.12.031, RCW 52.12.125 and RCW 35.21.010; and DNR and District/Department in conformity with RCW 39.34, the Interlocal Cooperation Act.

In consideration of the terms, conditions and covenants contained herein, or attached and incorporated and made a part hereof, the Parties mutually agree as follows:

- Purpose:** The purpose of this Agreement is to (1) provide for mutual assistance and cooperation in the control and suppression of forestland fire and therefore to contract for the District/Department to provide fire protection services to an area within the jurisdiction of DNR and located in, or adjacent to, the District/Department and to contract for the DNR to assist in fire protection services on forestland within District/Department jurisdiction; and (2) dispatch and pay for fire service resources outside the fire service District/Department jurisdictional boundaries.
- Scope:** This Agreement pertains to forestland fire incidents within or adjacent to the District/Department boundaries and to District/Department resources ordered through the DNR Region or Division for dispatch outside of District/Department boundaries for support provided by DNR as outlined in Attachment A – Operational Guidelines for

Resources ordered through the DNR Region or Division for dispatch outside of District/Department boundaries.

3. **Term.** The term of this agreement is **October 10, 2018**, or date of execution, whichever is later, through **December 31, 2022**.
4. **Jurisdictional Responsibility:** Within or adjacent to the District/Department boundaries, the statutory jurisdictional responsibility for fire control on forestland varies. It may be:
 - (1) **Sole DNR Jurisdiction:** Land subject to Forest Fire Protection Assessment and District/Department is NOT collecting fire protection levy
 - (2) **Sole District/Department Jurisdiction:** Land subject to District/Department fire protection levy and not subject to Forest Fire Protection Assessment.
 - (3) **Joint Jurisdiction:** Land subject to Forest Fire Protection Assessment and the District/Department is collecting fire protection levy.
5. **Mutual Aid Fire Incident Response:**
 - (1) **Sole DNR Jurisdiction:** In the event of a fire emergency in a sole DNR jurisdiction area, the DNR will respond. The District/Department may respond to provide immediate control action, minimize fire loss, and thereby indirectly protect its own jurisdiction area. DNR may request response from the District/Department to gain timely initial attack and control action, or to supplement DNR resources.
 - (2) **Sole District/Department Jurisdiction:** In the event of a fire emergency in a sole District/Department jurisdiction area, the District/Department will respond. DNR may respond to provide immediate control action, minimize fire loss, and thereby indirectly protect its own jurisdiction area. The District/Department may request that DNR provide supplemental resources for fire emergency operations and support.
 - (3) **Joint Jurisdiction:** In the event of a fire emergency in a joint jurisdiction area, both DNR and the District/Department will respond, subject to the availability of resources.
6. **Off-Season Incidents:** For this Agreement, no incident will be considered off-season. Fire season will be January 1-December 31 each year.
7. **Command:**
 - (1) **Sole DNR Jurisdiction Incidents:** When the District/Department is the first arriving agency, the District/Department on-site initial responders shall establish command until released by a representative of DNR.

- (2) **Sole District/Department Jurisdictional Incidents:** When DNR is the first arriving agency, the DNR on-site initial responders shall establish command until released by a representative of the District/Department.
- (3) **Joint Jurisdiction Incidents:** The first arriving agency initial responders shall establish command and, upon the arrival of the other agency, unified command will be established and used for incident management.

8. Fire Control and Suppression Definitions:

- (1) **Forestland:** As the term is defined by RCW 76.04.005.
- (2) **Ordering:** Prior to the arrival of DNR at the incident, the initial attack incident commander may order special resources through DNR. That decision may be documented and payment authorized (see Section 11 of this Agreement) by DNR prior to the mobilization of special resources.
- (3) **Special Resources:** Air resources, dozers, heavy equipment, or other resources deemed necessary to contain and control the fire.

9. Operation Guidelines:

- (1) **Forestland Response:** Representatives of the District/Department and DNR may mutually develop operation guidelines that provide principles, direction and guidance for the conduct of fire control operations related to forest land response. The operation guidelines shall be reviewed at least annually, and revised as necessary to achieve cooperation and understanding.
- (2) **DNR Dispatch:** See Attachment A - Operation Guidelines for resources ordered through the DNR Region or Division for dispatch outside of the District/Department jurisdictional boundaries; which is incorporated by reference herein.

10. Fire Investigation: The District/Department and DNR agree to protect the origin area of any fire to the best of its ability. Fires will be jointly investigated when an incident originated in a joint jurisdiction area. A DNR fire investigator may investigate fires originating on, spreading to or threatening land subject to Forest Fire Protection Assessment (i.e., sole DNR or joint jurisdiction areas).

11. Costs:

- (1) **Charges Not Required:** One purpose of this Agreement is mutual assistance and cooperation in the control and suppression of fires (see Section 1 - Purpose). In most instances, resource costs will not be charged to the other party. However, there may be circumstances or conditions where the District/Department or DNR desires or is required to charge, or request reimbursement, for resource costs as described in Subsections (2), (3), (4), and (5) below.

- (2) **Sole DNR Jurisdiction:** If the District/Department responds, DNR will pay for District/Department personnel and equipment costs outside of mutual aid unless otherwise negotiated.
- (3) **Sole District/Department Jurisdiction:** If DNR responds, the District/Department will pay for DNR personnel and equipment costs outside of mutual aid unless otherwise negotiated.
- (4) **Joint Jurisdiction:** Initial attack through complete extinguishment of the fire, each party will pay its own costs.
- (5) **DNR Dispatch:** If District/Department personnel is dispatched by DNR outside of District/Department jurisdictional boundaries, DNR will pay for District/Department personnel and equipment costs.

12. Cost Reimbursement Procedures:

- (1) **Forestland Response:** Provisions within this Agreement for reimbursement of costs related to forest land response are subject to the following conditions:
 - (a) Notice: Prior to costs being incurred as allowed by this Agreement (other than DNR Dispatch), notice of such expenditure must be given to DNR of the requesting agency prior to the expenditure or commitment of funds.
 - (b) Invoice: Any resource provider costs, which are to be billed, must be invoiced within sixty (60) business days of the last date of incurred expense for the incident.
- (2) **DNR Dispatch:** Provisions within this Agreement for reimbursement of costs related to DNR dispatch are outlined in Attachment A - Operation Guidelines for resources ordered through the DNR Region or Division for dispatch outside of the District/Department jurisdictional boundaries; which is incorporated by reference herein.

13. Cost Reimbursement Rates:

- (1) **Forestland Response:**
 - (a) Equipment costs shall be paid to the resource provider at the Wage and Equipment Rates or as otherwise agreed to in writing by the respective authorized agency representatives.
 - (b) Career/permanent and seasonal personnel costs will be reimbursed to the resource provider at the resource provider's actual total cost. This will include backfill costs as outlined in the State Mobilization Plan.
- (2) **DNR Dispatch:**

Cost reimbursement rates related to DNR dispatch are outlined in Attachment A - Operation Guidelines for resources ordered through the DNR Region or Division for dispatch outside of the District/Department boundaries.

14. Insurance: DNR is an agency of the state of Washington and is therefore self-insured under the State's Self-Insurance Liability Program. The District/Department shall, at all times during the term of this Agreement at its sole cost and expense, buy and maintain insurance of the types and amounts listed below. Failure to buy and maintain the required insurance may result in the termination of the Agreement at DNR's option. If the District/Department is self-insured, evidence of its status as self-insured will be provided to DNR, and if deemed acceptable by DNR, shall satisfy the insurance requirements specified by this Section. The limits of insurance to be bought and maintained by the District/Department shall not be less than as follows:

Minimum Coverage Requirements: These limits may not be sufficient to cover all liability losses and related claim settlement expenses. Purchase of these minimum limits of coverage does not relieve the District/Department from liability for losses and settlement expenses greater than these amounts. DNR shall not be charged for the cost for insurance coverage(s).

District/Department is required to purchase insurance for a period of 36 months after completion of this Agreement. This requirement may be satisfied by the continuous purchase of an extended agreement. This requirement may be satisfied by the continuous purchase of an extended reporting period. During the term of the Agreement, District/Department must purchase and maintain the insurance coverage and limits specified below:

(1) **Commercial General Liability (CGL) Insurance or District/Department Equivalent.** District/Department must purchase and maintain CGL on an Insurance Services Office (ISO) form CG 00 01 or equivalent form, covering liability arising from premises, operations, independent contractors, personal injury, products-completed operations, and liability assumed under an insured contract. Such insurance must be provided on an occurrence basis. If insurance is written on a "claims made" basis, the policy shall provide full coverage for prior acts or include a retroactive date that precedes the effective date of this Agreement. Insurance must include liability coverage with limits not less than those specified below:

<u>Description</u>	<u>Dollar Amount</u>
General Aggregate Limit (Other than products-completed operations)	\$2,000,000
Each Occurrence Limit	\$2,000,000

(2) **Employer's liability ("Stop Gap") Insurance:** District/Department shall purchase and maintain employer's liability insurance and if necessary, commercial umbrella liability insurance with limits not less than \$1,000,000 each accident for bodily injury by accident or \$1,000,000 each employee for bodily injury by disease.

(3) **Business Auto Policy (BAP) Insurance:** If activities pursuant to this Agreement involve the use of vehicles, to include FEPP vehicles, the District/Department must purchase and maintain a BAP on an Insurance Services Office (ISO) form CA 00 01 or equivalent form. The Description of Covered Autos must include one or more of the following:

- a. "Any Auto" (Symbol 1).
- b. If District/Department-owned personal vehicles are used, the BAP must cover "Owned Autos Only" (Symbol 2).
- c. If District/Department hires autos, the BAP must cover "Hired Autos Only" (Symbol 8).
- d. If District/Department employee's vehicles are used, the BAP must cover "Non-Owned Autos Only" (Symbol 9).

Such insurance must be provided on an occurrence basis. The BAP insurance must include liability coverage with limits not less than those specified below. The District/Department is responsible for any deductible.

<u>Description</u>	<u>Each Accident</u>
Bodily Injury and Property Damage	\$1,000,000

- (4) **Workers Compensation Insurance or Equivalent:** The District/Department shall comply with all state of Washington workers compensation statutes and regulations. Coverage shall be provided for all employees and volunteers of the District/Department and shall include bodily injury (including death) that arises out of or in connection with the performance of this Agreement.

- 15. **Service Limitations.** The responses and fire suppression services provided for under this Agreement are intended to be rendered on the same basis as such services are rendered to other areas within the District/Department or DNR jurisdictions and neither party assumes liability for failure to provide services by reason of any circumstances beyond the party's control. In the event of simultaneous fires or medical aid calls within the areas covered by this Agreement whereby facilities of either party are taxed beyond the party's ability to render equal protection, the officers and agents of the party shall have sole discretion as to which call shall be answered first. The responding party shall have sole discretion to determine the manner and method of responding to and handling emergencies under this Agreement consistent with Section 7 - Command of this Agreement.
- 16. **Benefits.** This agreement is entered into for the benefit of the parties to this agreement only and shall confer no benefits, direct or implied, on any third persons.
- 17. **Renegotiation and Modification:** The terms and conditions of this Agreement may be renegotiated at the request of either Party between January 1 and March 1 of any year. Any modification or amendment of this Agreement must be in writing and must be signed by duly authorized agents of the Parties.
- 18. **Assignment and Delegation:** This Agreement, or any right or interest therein, may not be assigned or otherwise transferred by either Party without the prior written consent of the other Party. Any attempted assignment shall be void unless made in strict conformity with this section.

Either Party may perform its duty through a delegate or agent, but shall not be thereby relieved of any duty to perform or any liability for breach of this Agreement.

19. **Remedies:** Any remedy exercised by either Party shall not be deemed exclusive and either Party may pursue any and all other remedies available to it under the law.
20. **Compliance with Laws:** Parties shall comply with all applicable federal, state, and local laws, rules and regulations that govern each component of this Agreement.
21. **Non-Waiver:** Waiver by either Party of strict performance of any provision of this Agreement shall not act as a waiver of the right of the other Party to require future strict performance of the same provision or any other provision.
22. **Interpretation and Venue:** This Agreement shall be construed and interpreted in accordance with the laws of the state of Washington. The venue of any action brought under this Agreement shall be in the Superior Court of Thurston County.
23. **Severability:** If any provision of this Agreement is held to be invalid, such invalidity shall not affect the other provisions of this Agreement that can be given effect without the invalid provision(s), and to this end the provisions of this Agreement are declared severable.
24. **Termination:** This Agreement may be terminated by either Party by the provision of ninety (90) days written notice, provided that neither Party may terminate this Agreement at any time between April 15 and October 15 of any year due to the fire danger during this period.

25. **Agreement Managers:**

DNR AGREEMENT MANAGER
Name: Wyatt Leighton
Title: Assistant Region Manager Fire and Forest Practices
Address: 713 Bowers Rd
City/State/Zip: Ellensburg WA 98926
Phone: 509-925-0959
Email: WYATT.LEIGHTON@dnr.wa.gov

DISTRICT/DEPARTMENT AGREEMENT MANAGER
Name: Bill Hunsaker
Title: Chief
Address: PO Box 2139
City/State/Zip: White Salmon WA 98672
Phone: 509-493-1135
Email: billh@ci.white-salmon.wa.us

This Agreement supersedes all previous agreements.

By signature below, the Agencies certify that the individuals listed in this document, as representatives of the Agencies, are authorized to act in their respective areas for matters related to this instrument.

IN WITNESS WHEREOF, the parties have executed this Agreement.

DISTRICT/DEPARTMENT

STATE OF WASHINGTON

DEPARTMENT OF NATURAL RESOURCES

Signature _____ Date _____

Signature _____ Date _____

Printed Name _____

Todd Welker

Printed Name _____

Title _____

Southeast Region Manager

Title _____

DISTRICT/DEPARTMENT

Signature _____ Date _____

Printed Name _____

Title _____

DISTRICT/DEPARTMENT

Signature _____ Date _____

Printed Name _____

Title _____

DISTRICT/DEPARTMENT

Signature _____ Date _____

Printed Name _____

Title _____



Operation Guidelines

Resources ordered through the DNR Region or Division for dispatch outside of District/Department jurisdictional boundaries

Department of Natural Resources (DNR) agrees to dispatch District/Department resources to incidents outside of the Districts/Department jurisdictional boundaries as needed to meet DNR responsibilities and as approved by the District/Department. Dispatches can include out of the state of Washington. Participation by a District/Department with incidents outside its jurisdiction is voluntary and separate from involvement in State Fire Mobilization.

This Agreement extends to all District/Department members:

- Washington Fire Service (WFS) paid members which District/Department allow to participate will be paid by the District/Department. DNR will reimburse district/department costs as outlined in this agreement
- Members of Washington Fire Service who are volunteers will need to be hired by the DNR via the DNR casual hire process and paid directly by DNR. This may be completed pre-season or at the time of the incident. Your local DNR Region office will handle the casual hire process.

District/Department agrees:

- 1) All personnel dispatched outside of their jurisdictional boundaries will have a valid Incident Qualification Card (red card) stating current qualifications; and will adhere to qualifications and standards described in PMS 310-1;
- 2) To provide a copy of the Master IQS Record for each participating employee (needed to update status in the Resource Ordering Status System (ROSS));
- 3) To keep equipment and personnel status current in ROSS by selecting option a. or b. below as the preferred option. List available resources on the following resource list addendum. (Check one):
 - a. DNR Region will give Web-Status rights to ROSS for district employees. It is the employee's responsibility to ensure that their status is accurate.
 - b. DNR Region will status your employees. For this option, you would need to provide your local DNR Region Dispatch with the status of your employees every Monday by 1200 hours. Dispatch would then update their status in ROSS for that week (0800 Tuesday to 0800 Tuesday).

For dispatches outside of the DNR region, approval from DNR host region fire staff is required. Host region fire staff will coordinate with Wildfire Division in order to ensure statewide readiness.

- 4) To notify your local DNR Region of any changes in status of personnel/equipment (i.e.; dispatched/demob under State Fire Mobilization, demob & ETA home from incidents dispatched thru DNR, etc.);

- 5) All personnel and equipment dispatched will be paid by the District/Department; (except volunteers will follow payment procedures outlined in their individual agreement and be paid directly by DNR);
- 6) All Equipment and Personnel dispatched under this agreement will arrive at each incident with a copy of their current Forestland Response Agreement.
- 7) Invoice for personnel and equipment costs billed to DNR will include:
 - a. Original Emergency Fire Time Report (OF-288); hourly wage rate (regular and OT) for personnel hours on the OF-288. This applies to paid district/department staff. Volunteers will be paid directly by DNR.
 - b. Original shift ticket (OF-286) documenting mileage to/from incident as well as mileage incurred on the incident signed by the incident supervisor.
 - c. Copy of Resource Order card.
- 8) Invoices requesting payment for equipment (engines/tenders) will be submitted to DNR within sixty (60) business days of the last date of the incurred expense for the incident and shall include Original Emergency Equipment Use Invoice Form (OF-286) and shift tickets (OF-297); and
- 9) Invoices requesting payment for other travel costs (meals, lodging not provided by the incident) must be submitted to DNR within sixty (60) business days of the last date of the incurred expense for the incident.
- 10) Only utilize agency owned vehicles or procured rental vehicles on the fire line or offroad.

DNR agrees to:

- 1) Assist the District/Department with updating status' in ROSS;
- 2) Maintain IQS records for District/Department personnel with wildland fire qualifications, if red carded through the DNR;
- 3) Reimburse District/Department within 30 days of invoice receipt and documentation as required above;
- 4) Reimburse the Fire Service District/Department at the Total Cost of personnel. This includes, regular time, overtime, and District/Department backfill for that position as outlined in the State Mobilization Plan. The DNR will not pay for muster time, wildland premium pay, or other unspecified pay provisions.

****Rental vehicles must be procured consistent with the R6 USFS rental vehicle agreement. Rental vehicle authorization must be documented on the resource order. Please speak with your local DNR Region for more specific information. In order to provide audit tracking for all rental vehicles, rentals ordered for overhead resources with ROSS O # Resource Orders, will have a support request ROSS order attached to that O# resource, with an E# assigned to the vehicle. The overhead resource and Dispatch will ensure that if that person is re-assigned or released, the supporting vehicle order will also be re-assigned or released.**

Backup material for agenda item:

Proclamation 2019-001 Declaring March 16, 2019 as Arbor Day



AGENDA MEMO

Needs Legal Review: No
Meeting Date: February 6, 2019
Agenda Item: Proclamation 2019-001, Declaring March 16, 2019 as Arbor Day
Presented By: David Poucher, Mayor and Jan Brending, Clerk Treasurer

ACTION REQUIRED:

Approval of Proclamation 2019-001 declaring March 16, 2019 as Arbor Day

PROPOSED MOTION:

Approval as part of the Consent Agenda.

Explanation of issue:

The Tree Board is recommending that the city official recognize March 16, 2019 as Arbor Day. The city will be participating in the Underwood Conservation District's Tree Fest on March 16, 2019 from 9:00 a.m. to noon at Rheingarten Park. The Tree Board proposes to host a table/booth at Tree Fest providing free mulch (the Tree Board intends to solicit a donation of the mulch for the event) and paper lawn and leaf bags in addition to education regarding the Tree Board and trees in the City of White Salmon.

Budget:

The Tree Board proposes to purchase 200 paper lawn and leaf bags that can be given out at the City's booth at Tree Fest.

Staff Recommendation:

Staff recommends the city council approve Proclamation 2019-001 declaring March 16, 2019 as Arbor Day as part of the Consent Agenda.

PROCLAMATION 2019-001

**A PROCLAMATION BY THE CITY OF WHITE SALMON,
WASHINGTON DECLARING MARCH 16, 2019 AS ARBOR DAY**

WHEREAS, in 1872, J. Sterling Morton proposed to the Nebraska Board of Agriculture that a special day be set aside for the planting of trees, and

WHEREAS, this holiday, called Arbor Day, was first observed with the planting of more than a million trees in Nebraska, and

WHEREAS, Arbor Day is now observed throughout the nation and the world, and

WHEREAS, trees can reduce the erosion of our precious topsoil by wind and water, cut heating and cooling costs, moderate the temperature, clean the air, produce life-giving oxygen, and provide habitat for wildlife, and

WHEREAS, trees are a renewable resource giving us paper, wood for our homes, fuel for our fires and countless other wood products, and

WHEREAS, trees in our city increase property values, enhance the economic vitality of business areas, and beautify our community, and

WHEREAS, trees, wherever they are planted, are a source of joy and spiritual renewal.

NOW, THEREFORE, I, David Poucher, Mayor of the City of White Salmon, do hereby proclaim March 16, 2019 as Arbor Day in the City of White Salmon, and I urge all citizens to celebrate Arbor Day and to support efforts to protect our trees and woodlands, and

FURTHER, I urge all citizens to plant trees to gladden the heart and promote the well-being of this and future generations.

Passed in regular session this 6th day of February, 2019.

David Poucher, Mayor

ATTEST:

APPROVED AS TO FORM:

Jan Brending, Clerk Treasurer

Kenneth B Woodrich, City Attorney