



**CITY COUNCIL MEETING  
TUESDAY, JANUARY 16, 2024  
HELD REMOTELY & IN PERSON AT CITY HALL  
124 S. LEFEVRE ST.**

- Sign up to provide Public Comment at the meeting via calling in
- Submit Written Public Comment Before 4 pm on (January 16, 2024) - \*SEE NOTE\*
- Join the Zoom Meeting –

<https://us06web.zoom.us/j/83189025369?pwd=BSu1ayGGLTK3HNqgFfdFBvj5EN7P1F.1>

- **Meeting ID: 831 8902 5369**

**Passcode: 367407**

One tap mobile

+12532158782,,83189025369#,,,,\*367407# US (Tacoma)

+12532050468,,83189025369#,,,,\*367407# US

Find your local number: <https://us06web.zoom.us/j/83189025369?pwd=BSu1ayGGLTK3HNqgFfdFBvj5EN7P1F.1>

### **WRITTEN PUBLIC COMMENTS**

If you wish to provide written public comments for the council meeting, please email your comments to [sweathers@medical-lake.org](mailto:sweathers@medical-lake.org) by 4:00 p.m. the day of the council meeting and include all the following information with your comments:

1. The Meeting Date
2. Your First and Last Name
3. If you are a Medical Lake resident
4. The Agenda Item(s) which you are speaking about

\*Note – If providing written comments, the comments received will be acknowledged during the public meeting, but not read. All written comments received by 4:00 p.m. will be provided to the mayor and city council members in advance of the meeting.

**Questions or Need Assistance? Please contact City Hall at 509-565-5000**

**REGULAR SESSION – 6:30 PM**

- 1. CALL TO ORDER, PLEDGE OF ALLEGIANCE, ROLL CALL**
- 2. AGENDA APPROVAL**
- 3. INTERESTED CITIZENS: AUDIENCE REQUESTS AND COMMENTS**
- 4. ANNOUNCEMENTS / PROCLAMATIONS / SPECIAL PRESENTATIONS**
  - A. Medical Lake School District Levy Facts
- 5. REPORTS**
  - A. Public Safety
  - B. Council Comments
  - C. Mayor
  - D. City Administrator & City Staff
- 6. WORKSHOP DISCUSSION – None scheduled.**
- 7. ACTION ITEMS**
  - A. Consent Agenda
    - i. Approve **January 2, 2024**, minutes.
    - ii. Approve **January 16, 2024**, Claim Warrants **for the 2023 13<sup>th</sup> Month** numbered **50893** through **50918** in the amount of **\$147,822.31**, Payroll Claim Warrants numbered **50885** through **50892** and Payroll Payable Warrants numbered **30072** through **30081** in the amount of **\$144,286.95**, and Claim Warrants numbered **50919** through **50943** in the amount of **\$349,416.03**.
- 8. RESOLUTIONS**
  - A. 24-647 Agreement for Indigent Defense Professional Services
  - B. 24-651 TIB 2024 Scrub and Chip Seal Fuel Tax Agreement
  - C. 24-652 TIB 2024 Street Maintenance
- 9. PUBLIC HEARING – None scheduled.**
- 10. ORDINANCES – None.**
- 11. EXECUTIVE SESSION – None scheduled.**
- 12. EMERGENCY ORDINANCES – None.**
- 13. UPCOMING AGENDA ITEMS**
- 14. INTERESTED CITIZENS**
- 15. CONCLUSION**

**CITY OF MEDICAL LAKE**  
**City Council Regular Meeting**

6:30 PM  
January 02, 2024

**MINUTES**

Council Chambers  
124 S. Lefevre Street

**NOTE: This is not a verbatim transcript.** Minutes contain only a summary of the discussion. A recording of the meeting is on file and available from City Hall.

**COUNCIL AND ADMINISTRATIVE PERSONNEL PRESENT**

**Councilmembers**

Chad Pritchard  
Keli Shaffer  
Don Kennedy  
Ted Olson  
Tony Harbolt  
Lance Speirs

**Administration/Staff**

Terri Cooper, Mayor  
Sonny Weathers, City Administrator  
Koss Ronholt, Finance Director  
Scott Duncan, Public Works Director  
Sean King, City Attorney  
Roxanne Wright, Administrative Assistant

**REGULAR SESSION – 6:30 PM**

**1. CALL TO ORDER, PLEDGE OF ALLEGIANCE, ROLL CALL**

- A. Mayor Cooper called the meeting to order at 6:30 pm, led the Pledge of Allegiance, and conducted roll call. Councilmember Maxwell submitted a request for absence. Motion to approve absence made by councilmember Kennedy, seconded by councilmember Shaffer, carried 5-0. All other council members were present in person. New councilmember Lance Speirs was present on Zoom and sworn in later in the meeting, allowing for participation in the voting process.

**2. AGENDA APPROVAL**

- A. The December 19, 2023, minutes that were included in the agenda packet were missing the attachments. Council members were provided an updated copy with said attachments. Motion to accept the updated minutes made by councilmember Kennedy, seconded by councilmember Harbolt, carried 5-0.
- B. Motion to accept agenda as amended made by councilmember Kennedy, seconded by councilmember Olson, carried 5-0.

**3. INTERESTED CITIZENS: AUDIENCE REQUESTS AND COMMENTS**

- A. Lahnie Henderson, resident of Medical Lake (via Zoom) – asked when Ordinance 1113 Vacant Properties will be presented for a second reading. Asked if the Council Policies and Procedures is a brand-new document or one that has been revised from a previous version. Also remarked that there is no date on the document. Response: Ordinance 1113 will be presented for a second read at the February 6, 2024, meeting. The Policies and Procedures document is new, pulled from various reliable sources, and more closely fits the needs of the City Council.
- B. Mayor Cooper noted that a citizen comment had been received via e-mail regarding questions on the DSHS land lease amendment.

#### 4. ANNOUNCEMENTS / PROCLAMATIONS / SPECIAL PRESENTATIONS

- A. Lance Speirs City Council Oath of Office (position 5)
  - i. Koss Ronholt, Finance Director/City Clerk gave the oath of office and swore in councilmember Speirs. He was able to participate in the meeting as a voting member from this point forward.

#### 5. REPORTS

- A. Council Comments
  - i. Councilmember Pritchard – noted that he was excited to see Mayor Cooper on the front page of the Christmas edition of the Spokesman Review. Gave update on groundwater study and the school district levy.
  - ii. Councilmember Shaffer – Finance Committee report: reviewed claims and warrants and voted councilmember Shaffer as chair.
  - iii. Councilmember Kennedy- attended Spokane Transit Authority meetings.
  - iv. Councilmember Olson – no report.
  - v. Councilmember Harbolt – attended the Parks and Recreation Committee meeting and deferred to Mr. Horton for the report.
  - vi. Councilmember Speirs – excited to serve on council.
- B. Mayor
  - i. Happy New Year. Newsletter went out with some 2023 accomplishments highlighted. Next Gray Fire Recovery Community Meeting will be held on Wednesday, January 10<sup>th</sup> in the auditorium at MLHS.
- C. City Administrator & City Staff
  - i. Sonny Weathers, City Administrator – wished everyone Happy New Year.
  - ii. Glen Horton, Parks and Recreation Director – Parks and Recreation Committee report: panel tree received, waiting to hear back from the company since they didn't include tax on invoice. Karate starts next week with five students registered so far. Waiting for an update from Adams tractor as to when the new mower can be picked up. Working on exception letters to the RCO board, funding for park improvements. Received quote from one architect for kitchen remodel, need two more per procurement policy. Shared new programs coming up. Master plan – finished survey to send out to residents – will gather input from community on what they would like from parks and rec dept.
  - iii. Scott Duncan, Public Works Director – update on tree clean up. Mobilizing next week to work on the Medical Lake trail.

#### 6. WORKSHOPS – none

#### 7. ACTION ITEMS

- A. Consent Agenda
  - i. Approve **December 19, 2023**, minutes.
    - 1. Motion to approve as amended (with attachments) made by councilmember Kennedy, seconded by councilmember Olson, carried 6-0.
  - ii. Approve **January 2, 2024**, Claim Warrants **50865** through **50884** in the amount of **\$90,882.79**.
    - 1. Motion to approve made by councilmember Shaffer, seconded by councilmember Kennedy, carried 6-0.
- B. Regional Board/Commission/Committee Appointments
  - i. Finance Committee – councilmember Speirs will fill the current vacancy. Councilmembers Shaffer and Kennedy will continue to serve.

- ii. Parks and Recreation Committee – Councilmembers Harbolt (chair), Pritchard and Shaffer will all continue to serve.
  - iii. General Government Committee – Councilmembers Maxwell (chair), Kennedy, and Olson will all continue to serve.
  - iv. Public Safety Committee – Councilmember Harbolt will fill the current vacancy. Councilmembers Olson (chair) and Maxwell will continue to serve.
  - v. Planning Commission – no term renewals this year.
  - vi. Parks and Recreation Advisory Board – Will Melotte, Debi Ronholt, Jim Smith, and Ethan Simm.
  - vii. Salary Commission - Lahnne Henderson, Jim Smith, Winston Cook
  - viii. Housing and Community Development Advisory Committee (HCDAC) – Councilmember Pritchard will continue to serve.
  - ix. Spokane Transit Authority (STA) – Councilmember Kennedy stepped down and councilmember Shaffer will take his place.
    - 1. Motion to approve all appointments made by councilmember Harbolt, seconded by councilmember Pritchard, carried 6-0.
- C. Appointment of Mayor Pro Tem (item added, see 8.E.)
- i. Mayor Cooper appointed councilmember Kennedy as Mayor Pro Tem.
  - ii. Motion to approve made by councilmember Harbolt, seconded by councilmember Shaffer, carried 6-0.

## 8. RESOLUTIONS

- A. 24-645 City Council Policies and Procedures Update
- i. Mr. Weathers reviewed the updated document (see Attachment A). Discussed options for Section 1.9 (2) – leave as is or change to reflect that a councilmember and/or mayor can endorse a ballot item and have it put on the agenda for council consideration. Motion to remove the first sentence of section (2) made by councilmember Kennedy, no second, motion failed. Discussion continued. Motion to change section (2) to reflect that the council may endorse measures on a ballot pursuant to current RCW made by councilmember Kennedy, seconded by councilmember Olson, carried 6-0.
  - ii. Section 8.5, selection of mayor pro-tem. Motion to adopt language that the mayor appoints a pro-tem and council votes on the appointment made by councilmember Harbolt, seconded by councilmember Pritchard, carried 6-0.
  - iii. Councilmember Olson asked about Section 7.7 regarding out of order comments; why is an explanation needed. Motion to remove the last sentence of Section 7.7 made by councilmember Olson, seconded by councilmember Pritchard, carried 6-0.
  - iv. Motion to approve the update as amended made by councilmember Harbolt, seconded by councilmember Kennedy, carried 6-0.
- B. 24-648 DSHS Land Lease Amendment #4
- i. Mayor Cooper reviewed. 50-year lease agreement coming due. A new law passed that any leased land must be paid at market value. The extension will give time to present an amendment to legislation that would allow for an exception for government-to-government agreements.
  - ii. Motion to approve made by councilmember Kennedy, seconded by councilmember Pritchard, carried 6-0.
- C. 24-649 Commute Trip Reduction Intergovernmental Agreement
- i. Mayor Cooper explained the CTR program agreement.
  - ii. Councilmember Kennedy shared some concerns about language in the Recitals section of the agreement. Mr. Weathers explained how the allocation works.

- iii. Motion to approve made by councilmember Pritchard, seconded by councilmember Shaffer, councilmembers Speirs voted aye, councilmembers Harbolt, Kennedy, and Olson voted nay, making Mayor Cooper the deciding vote. Mayor Cooper voted aye and the Resolution was approved.
- D. 24-650 Solar Array Grant Agreement – Commerce
  - i. Mr. Ronholt explained that there was miscommunication from the Department of Commerce; they had approved different dates than what were discussed. The agreement needs to be re-approved by our council with the dates that were recently approved by the Department of Commerce.
  - ii. Motion to approve made by councilmember Olson, seconded by councilmember Kennedy, carried 6-0.
- E. At this point in the meeting Mayor Cooper asked for a motion to add an action item to appoint a Mayor Pro Tem.
  - i. Motion to add Action Item 7C Appointment of Mayor Pro Tem made by councilmember Harbolt, seconded by councilmember Olson, carried 6-0.

**9. PUBLIC HEARING – none**

**10. ORDINANCES – none**

**11. EXECUTIVE SESSION - none**

**12. EMERGENCY ORDINANCES - none**

**13. UPCOMING AGENDA ITEMS - none**

**14. INTERESTED CITIZENS: AUDIENCE REQUESTS AND COMMENTS**

- A. Art Kulibert, resident of Medical Lake (via Zoom) – Commented that there is no date on the Policies and Procedures document. Spoke on the council endorsing ballot issues.

**15. CONCLUSION**

- A. Motion to conclude the meeting at 7:29 pm made by councilmember Pritchard, seconded by councilmember Kennedy, carried 6-0.

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Terri Cooper, Mayor

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Koss Ronholt, Finance Director/City Clerk

# City of Medical Lake

## POLICY & PROCEDURES

### **City Council Policies & Procedures**

#### Legislative Policy 11.101

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## MEDICAL LAKE CITY COUNCIL POLICIES AND PROCEDURES

These policies and procedures shall be considered the Policies and Procedures for the City of Medical Lake City Council operating under the Mayor/Council form of government.

### 1. GENERAL RULES

#### 1.1. Meetings to be Public:

All official meetings of the City Council ("Council") shall be open to the public with the exception of executive sessions as provided for in RCW 42.30, or as amended.

#### 1.2. Quorum:

Four (4) Council members shall constitute a quorum and be necessary for the transaction of business. If a quorum is not present at a meeting, those in attendance will be named and they shall adjourn to a later time, but no adjournment shall be for a longer period than until the next regular meeting.

#### 1.3. Attendance, Excused Absences:

RCW 35A.12.060 provides that a Council member shall forfeit his/her office by failing to attend three (3) consecutive regular meetings of the Council without being excused by the Council. Members of the Council may be so excused by complying with this section. The Council member shall contact the Mayor, City Administrator, or City Clerk prior to a meeting and state the reason for the Council member's absence. The Mayor, City Administrator, or City Clerk shall inform the Council of the Council member's absence, state the reason for such absence and inquire if there is a motion to excuse the member. Upon passage of such motion by a majority of members present, the absent member shall be considered excused and the recorder will make an appropriate notation in the minutes. If the motion is not passed, the recorder will note in the minutes that the absence is unexcused.

It is also understood that during an emergency, it is not always possible for a Council member to notify the Mayor, City Administrator, or City Clerk of the Council member's absence in advance of a meeting. If this situation occurs, a motion to excuse the absent Council member can be made at the next regularly scheduled Council meeting, and the vote will be reflected in the minutes.

#### 1.4. Remote Attendance:

From time to time, it is not possible for a Council member to attend a Council meeting in person. In such instances, the City would benefit from a Council member's participation by means of remote communication. The Council recognizes the benefits of fullest practicable attendance and participation by its members. Attendance from remote locations is intended to be an alternative and relatively infrequently used method for participation by Council members. Remote attendance may occur as follows:

- (a) Notice shall be given to the City Clerk of a Council member's remote attendance at a Council meeting via remote communication in limited instances, including emergencies that require immediate action or remedy.

- (b) In no event shall a Council member's remote attendance occur unless satisfactory communication equipment is available for such attendance. Satisfactory communication equipment shall mean any telephone or other remote attendance device equipped with a speaker function capable of broadcasting the Council member's voice attending clearly and sufficiently enough to be heard by those in attendance at the meeting (e.g. Zoom Microsoft Teams, or similar platform). Further, the satisfactory communication equipment must allow the Council member to pose and answer questions, as applicable, from time to time. Remote attendance shall also require a technical transmission check-in prior to a meeting.
- (c) During any meeting that a Council member is attending via remote communication equipment, the Mayor shall state for the record that a particular Council member is attending via remote communication equipment and the reasons for such attendance.
- (d) Council members attending via remote communication equipment may participate and vote during the meeting as if they were physically present at the meeting.
- (e) Council members attending via remote communication equipment shall comply with all rules and procedures as if they were physically present at the meeting and shall endeavor to listen in a "mute" status until ready to individually speak.
- (f) In the event of executive sessions, the Council may permit participation from remote location(s) only when the Council may, on a case-by-case basis, consider such participation to be necessary and the Council is confident in the security of such remote communication(s).

Remote participation by all Council members may be allowed if required or authorized by state law or order of the Governor of the State of Washington.

**1.5. Staff Attendance:**

The City Administrator shall attend all meetings of the Council unless excused by the Mayor. The City Administrator may make recommendations to the Council and shall have the right to take part in discussions of the Council within the limitations expressed in these procedures.

The City Attorney shall attend all meetings of the City Council unless excused by the Mayor. The City Attorney shall, upon request, give an opinion, either oral or written, on legal questions. The City Attorney is bound by a professional code of ethics and may require study time before an opinion is rendered. If necessary, items requiring an opinion may be put on the table for discussion and/or determination at a later meeting. The City Attorney shall act as the Council's parliamentarian, unless Council appoints one of its members to fill that role.

The statutory positions of City Clerk and City Treasurer have been combined by City ordinance and are filled by the City's Finance Director. The City Clerk, or designee, shall attend all regular and special Council meetings to keep the minutes and perform other duties as may be needed for the orderly conduct of a meeting. The City Clerk may be excused from attendance by the City

Administrator. If there is no City Clerk or designee to carry out the duties of the City Clerk, they will be performed by the City Administrator.

City Department Directors shall attend the Council meetings unless excused by the City Administrator. The City Administrator may excuse a City Department Director if no agenda items affecting that department are docketed.

Other City staff will be required to attend the Council meeting only upon request of the Mayor or City Administrator. Overtime provisions of the personnel rules and labor agreement will be in effect. Staff may be requested to attend for recognition and may attend of their own free will as long as they are not carrying out the duties of their position, and in such circumstances the overtime provisions of the personnel rules and labor agreement will not be in effect.

**1.6. Meeting Minutes:**

A journal of all proceedings of the Council shall be kept by the City Clerk and shall be entered in a book constituting the official record of the Council. The journal of proceedings (minutes) shall be open to public inspection.

**1.7. Right of the Floor:**

Any Council member desiring to speak shall be recognized by the Chair and shall confine his/her remarks to one (1) subject under consideration, or to be considered, after being recognized by the Chair

**1.8. Rules of Order:**

Robert's Rules of Order Newly Revised, or as amended, shall be the guideline procedures for the proceedings of the Council. If there is a conflict, these Council Policies and Procedures shall control.

**1.9. Council Communication and Ballot Endorsements:**

(1) Any time Council members communicate with the public, they shall include a disclaimer that they are speaking only for themselves and not speaking for any other member, or the Council as a whole. Personal opinions and comments which differ from the Council majority may be expressed if the Council member clarifies that the statements do not represent the Council or City's position.

(2) The Council, as a whole, will not endorse those measures placed on a ballot for the vote of the people. Individual endorsement by Council members shall only be made and stated as an individual citizen.

**1.10. Violation of City Ordinances:**

Council members concerned with or made aware of a potential violation of a City ordinance shall contact the Mayor or appropriate City department head and explain the potential violation and/or its location, if applicable. Council members shall not act as an enforcement agent for any potential violation.

**1.11. Rules of Procedure Review:**

The City Clerk will schedule a workshop to review Council Policies and Procedures during January of every year, or at such time as the Council deems necessary.

**2. TYPES OF MEETINGS****2.1. Regular Council Meetings:**

The Council shall meet on the first and third Tuesday of each month at 6:30 pm. When a Council meeting falls on a holiday, the Mayor may designate an alternate day for the meeting or cancel the meeting. The Council may reschedule regular meetings to a different date or time by motion. The location of the meetings shall be the Council Chambers at City Hall, unless specified otherwise by a majority vote of the Council. All regular and special meetings shall be open to the public. (MLMC 2.04.040)

**2.2. Special Meetings:**

Special meetings may be called by the Mayor or any three (3) members of the Council. The City Clerk shall prepare a notice of any special meeting stating the time, place, and business to be transacted. The City Clerk shall attempt to notify each member of the Council, either by telephone or otherwise, of the special meeting. The City Clerk shall give at least twenty-four (24) hours' notice of the special meeting to each local newspaper of general circulation and to each local radio and/or television station which has filed with the City Clerk a written request to be notified of special meetings. No subjects other than those specified in the notice shall be considered. The Council may not make final disposition on any matter not mentioned in the notice.

Special meetings may be called in less than twenty-four (24) hours, and without the notice required in this section, to deal with emergencies involving injury or damage to persons or property or the likelihood of such injury or damage if the notice requirements would be impractical or increase the likelihood of such injury or damage. (MLMC 2.04.030)

**2.3. Off-site Meetings:**

The Council may choose to hold meetings at another location. Such meetings may be held outside the jurisdiction upon approval of the Council. Meetings held at another location shall satisfy the public notice requirements of a special meeting.

**2.4. Study Sessions and Workshops:**

The Council may meet informally in study sessions and workshops (open to the public), at the call of the Mayor or of any three (3) or more members of the Council, to review forthcoming programs of the City, receive progress reports on current programs or projects, receive other similar information from City department heads or conduct procedures workshops, provided that all discussions and conclusions thereon shall be informal and do not constitute official actions of the Council. Study sessions and workshops held by the Council are considered "special meetings" of the Council, and the notice requirements set forth in RCW 42.30 must be provided.

**2.5. Executive Sessions:**

Executive sessions or closed meetings may be held in accordance with the provisions of the Washington State Open Meetings Act (RCW 42.30). Such topics include: (1) personnel matters; (2) consideration of acquisition of property for public purposes or sale of city-owned property; and (3) potential or pending litigation in which the City may be a party. The Council must keep confidential all written materials and verbal information provided to them during any Executive Session to protect the best interests of the City. The Council may hold an executive session during any regular or special meeting. Before convening into an executive session the Chair shall publicly announce the purpose for excluding the public from the meeting and the place and time when the executive session will commence and conclude. If the Council wishes to adjourn at the close of a meeting from an executive session, that fact will be announced along with the estimated time for the executive session. The announced time limit for executive sessions may be extended to a stated later time by the announcement of the Chair, or designee.

**2.6. Attendance of Media at Council Meetings:**

All official meetings of the Council and its Committees shall be open to the media, freely subject to recording by radio, television and photographic services at any time, provided that such arrangements do not interfere with the orderly conduct of the meetings.

**3. CHAIR AND DUTIES****3.1. Chair:**

The Mayor, if present, shall preside as Chair at all meetings of the Council. In the absence of the Mayor, the Mayor Pro Tem shall preside. In the absence of both the Mayor and Mayor Pro Tem, the Council shall elect a Chair.

**3.2. Call to Order:**

The meetings of the Council shall be called to order by the Mayor or, in the Mayor's absence, by the Mayor Pro Tem. In the absence of both the Mayor and Mayor Pro Tem, the meeting shall be called to order by the City Clerk or Clerk's designee for the election of a temporary Chair.

**3.3. Preservation of Order:**

The Chair shall preserve order and decorum, prevent attacks on personalities or character and confine members in debate to the question under discussion. Council members and the public shall adhere to the legitimate orders of the Chair.

**3.4. Points of Order:**

The Chair shall determine all points of order, subject to the right of any Council member to appeal to the Council. If any appeal is taken, the question shall be "Shall the decision of the Chair be sustained?"

**3.5. Questions to be Stated:**

The Chair shall state all questions submitted for a vote and announce the result. A roll call vote shall be taken upon all questions.

**3.6. Mayor - Powers:**

The Mayor may not make or second motions but may participate in debate to the extent that such debate does not interfere with chairing the meeting.

**4. ORDER OF BUSINESS AND AGENDA****4.1. Order of Business:**

The order of business for all regular meetings shall be transacted as follows unless the Council, by majority vote of the Council members present amend the order:

- (1) Call to Order, Pledge of Allegiance, and Roll Call
- (2) Agenda Approval
- (3) Interested Citizens: Audience requests and comments
- (4) Reports: Council Comments, Mayor, and City Staff
- (5) Workshop Discussions
- (6) Action Items: Consent Agenda
- (7) Public Hearings
- (8) Resolutions
- (9) Ordinances
- (10) Executive Session
- (11) Interested Citizens
- (12) Adjournment

Notwithstanding the above, the Mayor may direct the City Clerk to alter the designated format from time to time, specifically for the purposes of expeditious meeting management.

The Consent Agenda may contain items which are of a routine and non-controversial nature and may include, but are not limited to, the following: meeting minutes, payroll, claims, budget amendments, and any item previously approved by Council with a unanimous vote and which is being submitted to Council for final approval. Any item on the Consent Agenda may be removed and considered separately as an agenda item at the request of any Council member.

**4.2. Council Agenda Items:**

An item may be placed on a Council meeting agenda by the Mayor and/or City Administrator, according to the Council agenda preparation schedule, by recommendations from Council Committees and requests of Council members.

**4.3. Council Agenda Modifications:**

The Mayor shall set the agenda for all regular Council meetings. At the start of each meeting, before any discussion, the Council or Mayor may propose to amend the agenda. A majority of the Council members present must vote by motion to accept modifications to the agenda.

**4.4. Mayor and Councilmember Comments and Concerns:**

The agenda shall provide a time when the Mayor ("Mayor's Reports") or any Council member ("Council Comments") may bring before the Council any business that he/she feels should be

deliberated upon by the Council. These matters need not be specifically listed on the agenda, but formal action on such matters may be deferred until a subsequent Council meeting, except that immediate action may be taken upon a vote of a majority of all members of the Council. There shall be no lectures, speeches, or grandstanding.

## **5. CONSENSUS AND MOTIONS**

### **5.1. Consensus Votes:**

When a formal motion is not required on a Council action or opinion, a consensus voice vote will be taken. The Chair will state the action or opinion and each Council member will state the Council member's name and vote by saying "aye" or "nay".

### **5.2. Motions:**

No motion shall be entertained or debated until duly seconded and announced by the Chair. The motion shall be recorded and, if desired by any Council member, it shall be read by the Clerk before it is debated and, by the consent of the Council, may be withdrawn at any time before action is taken on the motion.

### **5.3. Votes on Motions:**

Each Council member present shall vote on all questions put to the Council except on matters in which they have been disqualified for a conflict of interest or under the appearance of fairness doctrine. Such Council member shall disqualify themselves prior to any discussion of the matter and shall leave the Council Chambers. When disqualification of a Council member(s) results or would result in the inability of the Council at a subsequent meeting to act on a matter on which it is required by law to take action, any Council member who was absent or who had been disqualified under the appearance of fairness doctrine may subsequently participate, provided such member first shall have reviewed all materials and listened to all tapes of the proceedings in which the Council member did not participate.

### **5.4. Failure to Vote on a Motion:**

Any Council member present who fails to vote without a valid disqualification shall be declared to have voted in the affirmative on the question.

### **5.5. Motions to Reconsider:**

A motion to reconsider must be made by a person who voted with the prevailing side on the principal question for consideration and must be made at the same or succeeding regular meeting. No motion to reconsider an adopted quasi-judicial written decision shall be entertained after the close of the meeting at which the written findings were adopted.

## **6. PUBLIC HEARING PROCEDURES**

### **6.1. Speaker Sign-In:**

Prior to the start of a public hearing, the Chair may require that all persons wishing to be heard sign in with the recorder, giving their name and whether they wish to speak as a proponent, opponent, or from a neutral position. Any person who fails to sign in shall not be permitted to speak until all those who signed in have given their testimony. The Chair, subject to the

concurrence of a majority of the Council, may establish time limits and otherwise control presentations. (Suggested time limit is three (3) minutes per speaker or five (5) minutes when presenting the official position of an organization or group.) The Chair may change the order of speakers so that testimony is heard in the most logical groupings (i.e. proponents, opponents, adjacent owners, etc.).

**6.2. Conflict of Interest/Appearance of Fairness:**

Prior to the start of a public hearing the Chair will ask if any Council member has a conflict of interest or appearance of fairness doctrine concern which could prohibit the Council member from participating in the public hearing process. A Council member who refuses to step down after challenge and the advice of the City Attorney, a ruling by the Mayor or Chair and/or a request by the majority of the remaining Council members to step down is subject to censure. The Council member who has stepped down shall not participate in the Council decision nor vote on the matter. The Council member shall leave the Council Chambers while the matter is under consideration, provided, however, that nothing herein shall be interpreted to prohibit a Council member from stepping down in order to participate in a hearing in which the Council member has a direct financial or other personal interest.

**6.3. The Public Hearing Process:**

The Chair introduces the agenda item, opens the public hearing and announces the following Rules of Order:

(1) All comments by proponents, opponents or other members of the public shall be made from the podium if attending in person, or as recognized by the Chair if attending by remote attendance; any individuals making comments shall first give their full name and state if they are a resident of the City of Medical Lake to ensure an official recorded transcript of the public hearing

(2) No comments shall be made from any other location. Anyone making "out of order" comments shall be subject to removal from the meeting. If you are disabled and require accommodation, please advise the Chair or meeting host.

(3) There will be no demonstrations (i.e. applause) during or at the conclusion of anyone's presentation.

(4) These procedures are intended to promote an orderly system of holding a public hearing, to give every person an opportunity to be heard, and to ensure that no individual is embarrassed by exercising the right of free speech.

The Chair calls upon City staff to describe the matter under consideration.

The Chair calls upon proponents, opponents and all other individuals who wish to speak regarding the matter under consideration.



The Chair inquires as to whether any Council member has questions to ask the proponents, opponents, speakers or staff. If any Council member has questions, the appropriate individual will be recalled to the podium.

The Chair continues the public hearing to a time specific or closes the public hearing.

## **7. DUTIES AND PRIVILEGES OF COMMUNITY MEMBERS**

### **7.1. Meeting Participation:**

The public is welcome at all Council meetings and are encouraged to attend and participate prior to the deliberations of the Council. Recognition of a speaker by the Chair is a prerequisite and necessary for an orderly and effective meeting, be the speaker an attendee, Council member or City staff member. Further, it will be expected that all speakers will deliver their comments in a courteous and efficient manner and will speak only to the specific subject under consideration. Anyone making out-of-order comments or acting in an unruly manner shall be subject to removal from the meeting. Use of cellular telephones is prohibited in the Council chambers.

### **7.2. Comments from Citizens:**

Under agenda item "Interested Citizens", citizens may address any item they wish to discuss with the Mayor and Council. They shall first obtain recognition by the Chair, state their name and the subject of their comments. The Chair shall then allow the comments, subject to a three (3) minute limitation per speaker, or other limitations as the Chair or Council may deem necessary. Following such comments, if action is required or has been requested by Council member(s), the Chair may place the matter on the current agenda, a future agenda, or refer the matter to City staff or Council committee for action or investigation and to report at a future meeting. Citizen/group presentations scheduled on the agenda to address the Council will be requested to step to the podium, or by other remote communication equipment and give their name for the record. Presentations should be prearranged through the Mayor's Office and be limited to the time allotted, not to exceed twenty (20) minutes, with ten (10) minutes allowed for a question/answer period after the presentation.

### **7.3. Manner of Addressing the Council – Time Limit:**

Each person addressing the Council shall step up to the podium or by other remote communication equipment, give the person's name and state if they are a resident of the City of Medical Lake in an audible tone of voice for the record and, unless further time is granted by the Council, shall limit the person's remarks to three (3) minutes. Agenda items "Interested Citizens" shall be limited to a total of thirty (30) minutes each unless additional time or less time is agreed upon by the Council. All remarks shall be addressed to the Council as a body and not to any member thereof. No person, other than the Chair, members of the Council and the person having the floor, shall be permitted to enter into any discussion, either directly or through the members of the Council. No questions shall be asked of the Council members, except through the Chair. The Council will then determine the disposition of the issue (e.g. information only, place on present agenda, workshop, a future agenda, assign to staff, assign to Council Committee, or do not consider).

**7.4. Personal and Slanderous Remarks:**

Any person making personal, impertinent or slanderous remarks or who shall become boisterous and/or disrespectful while addressing the Council may be requested to leave the meeting and/or may be barred from further participation before the Council during that Council meeting by the Chair.

**7.5. Written Communications:**

Interested parties, or their authorized representatives, may address the Council by written communication in regard to any matter concerning the City's business or over which the Council had control at any time. The written communication may be submitted by direct mail or by addressing the communication to the City Clerk who will distribute copies to the Council members. The communication will be entered into the record without the necessity for reading such communication at a Council meeting.

**7.6. Comments in Violation of the Appearance of Fairness Doctrine:**

The Chair may rule out of order any comment made with respect to a quasi-judicial matter pending before the Council or its Boards or Commissions. Such comments should be made only at the hearing on a specific matter. If a hearing has been scheduled, persons whose comments are ruled out of order will be notified of the time and place when they can appear at the public hearing on the matter and present their comments.

**7.7. "Out of Order" comments:**

Any person whose comments have been ruled out of order by the Chair shall immediately cease and refrain from further improper comments. The refusal of an individual to desist from inappropriate, slanderous or otherwise disruptive remarks after being ruled out of order by the Chair may subject the individual to removal from the Council chambers.

These rules are intended to promote an orderly system of holding a public meeting and to give every person an opportunity to be heard.

**8. FILLING COUNCIL VACANCIES AND SELECTING MAYOR PRO TEMPORE****8.1. Notice of Vacancy:**

If a Council vacancy occurs, the Council will follow the procedures outlined in RCW 35A.13.020. To fill the vacancy with the most qualified person available until an election is held, the Council will widely distribute and publish a notice of the vacancy and the procedure and deadline for applying for the position.

**8.2. Application Procedure:**

The Council will draw up an application form which contains relevant information for the vacant position. The application form will be used in conjunction with an interview of each candidate to aid the Council's selection of the new Council member.

**8.3. Interview Process:**

All qualified candidates who submit an application by the deadline will be interviewed by the Council during a regular or special Council meeting open to the public. The order of the interviews will be determined by drawing names. In order to make the interviews fair, applicants will be asked to remain outside the Council Chambers while other applicants are being interviewed. Applicants will be asked to answer questions submitted to them in advance of the interview and questions posed by each Council member during the interview process. The Council members will ask the same questions of each candidate. Each candidate will then be allowed two (2) minutes for closing comments. Comments and responses about other applicants will not be allowed.

**8.4. Selection of Councilmember:**

The Council may recess into executive session to discuss the qualifications of all candidates. Nominations, voting and selection of a person to fill the vacancy will be conducted during an open public meeting.

**8.5. Selecting Mayor Pro Tempore:**

The Mayor Pro Tem will be selected by the Council members at the first regular Council meeting of the year. The Council member selected shall serve as Mayor Pro Tem for a period of one (1) year, unless the appointment is resigned by the Council member or the Council position becomes vacant.

**9. CITY COUNCIL COMMITTEES**

**9.1. Committee Operating Procedures:**

The purpose of City Council Committees is to facilitate the orderly flow of administrative/policy information and Council business from the administration through the legislative body. It allows those elected officials who are members of the particular Council Committee to develop a more detailed knowledge of issues and services in the Committees' functional area.

**9.2. List of Council Committees:**

The following Council Committees have been created by the Mayor for purposes of giving Council the opportunity to learn services and operating issues in depth for the development of policy and budgets, for providing information for good decision making, and to develop the expertise in the organization to share with other Council members. The following Council Committees may change from time to time to meet the needs of the City.

- (1) Finance
- (2) Public Safety
- (3) General Government
- (4) Parks and Recreation

**9.3. Committee Membership:**

The Council Committee members are appointed by the Mayor on an annual basis, or more frequently as the need arises. Each standing Council Committee is composed of three (3) Council members and is staffed by the City Department Director who holds direct responsibility for the functions that the Committee represents.

**9.4. Committee Chair Selection:**

At the first Council meeting of each year, the respective Council Committee selects a Chair from among the Council members appointed to that particular Council Committee. The Chair takes responsibility for making the Committee Report to the Council and any meeting coordination which is necessary.

**9.5. Council Committee Meetings:**

Council Committee meetings are not, by nature, public meetings – a quorum of the Council is not present, the Open Public Meetings Act does not apply, and legislative recommendations are advisory to the Council as a whole. The Council Committee should feel free to invite anyone who would improve the quality of the policy decision, as long as it is not another Council member. If the input of another Council member is required, the item should be discussed in a City Council meeting.

**9.6. Council Liaisons:**

Council members are assigned to various outside agencies to serve as the liaison for the City. Liaisons should attend the outside agency's meetings regularly and report back to the Council. Such organizations include the following, subject to change: Spokane Transit Authority (STA), Spokane Regional Transportation Council (SRTC), Spokane County Growth Management Steering Committee of Elected Officials (SCEO), and the Spokane County Housing and Community Development Advisory Committee (HCDAC).

**10. COUNCIL RELATIONS WITH MAYOR AND CITY STAFF****10.1. Mutual Respect:**

There will be mutual respect among the Mayor, City staff, and Council members of their respective roles and responsibilities.

**10.2. Council Members and Department Operations:**

The Mayor carries statutory authority to carry out the policies of the Council and operates the executive branch of government. The City Administrator is given certain authority by ordinance to coordinate and operate City services. Individual Council members or Council Committees shall not attempt to change or interfere with the operating rules or practices of any City department. This does not prevent the effects of operating rules or practices on policy from being taken up by a Council Committee or the Council.

**11. SUSPENSION AND AMENDMENT OF THESE POLICES AND PROCEDURES****11.1. Suspension of These Policies and Procedures:**

Any provision of these policies and procedures may be temporarily suspended by a vote of a majority of the Council.

**11.2. Amendment of These Policies and Procedures:**

These policies and procedures may be amended or new policies and procedures adopted by a majority vote of all Council members, provided that the proposed amendments or new policies and procedures shall have been introduced into the record at a prior Council meeting.

# Medical Lake School District Replacement Levy Information

February 13, 2024



Medical Lake  
School District



D|A DAVIDSON  
D.A. Davidson & Co. member SIPC

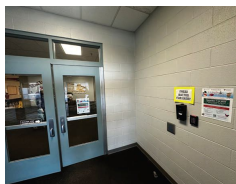
## Levy Overview

### Educational Programs & Operations Levy (EP&O)

- Flexible revenue from local taxpayers to supplement basic education, athletics, and other programs
- Subject to levy laws: \$1.50/\$1,000 of assessed value- minimum annual collection to receive full state levy match
- 3 year collection
- Simple Majority 50% +1

### Capital Projects Levy

- Common uses: Technology, Safety, Security, Repair Roofs, HVAC, Parking, etc.
- 3 year collection
- Simple Majority 50% +1



D|A DAVIDSON  
D.A. Davidson & Co. member SIPC

Source: EHJR 4204, RCW 84.52.053



Medical Lake  
School District

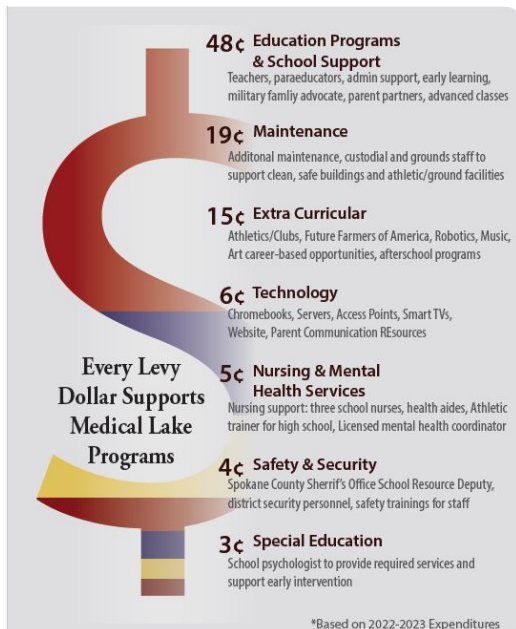
2

# How are schools funded?



Medical Lake  
School District

# What do levies fund? Educational Programs & Operations



Medical Lake  
School District

# What do levies fund?

## Capital Projects

### Future Projects

Complete Necessary Roof Repairs & Replacements on School Buildings

Energy Upgrades such as HVAC Controls, Rooftop Units, Boilers, Lighting, Windows, Etc

Replace Asphalt on District Playgrounds and Parking Lots

Annual Chromebook Replacement and Technology Infrastructure

Continued Security Improvements Including Cameras, Entry Controls, and Systems



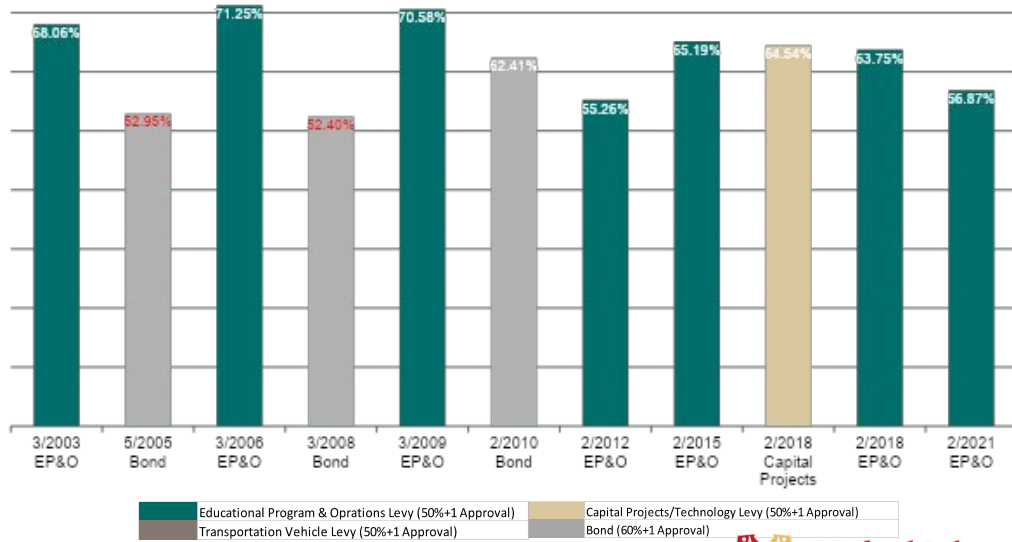
### Gray Road Fire Property Update:

- Property that was destroyed will be subject to tax refund
  - Prorated to date of the fire (August 18)
  - Customarily, school districts have the ability to collect refunds in the subsequent year (optional, MLSD is not doing this)
- Estimated \$110.9 Million in destroyed property (530 properties)
  - Over 8.5% of the tax base was destroyed
- Impacted taxpayers will have reduced tax assessment for the next three years



# Levy and Bond Overview

Medical Lake School District  
Election Passage Rate History



■ Educational Program & Operations Levy (50%+1 Approval)
 ■ Capital Projects/Technology Levy (50%+1 Approval)
 ■ Transportation Vehicle Levy (50%+1 Approval)
 ■ Bond (60%+1 Approval)

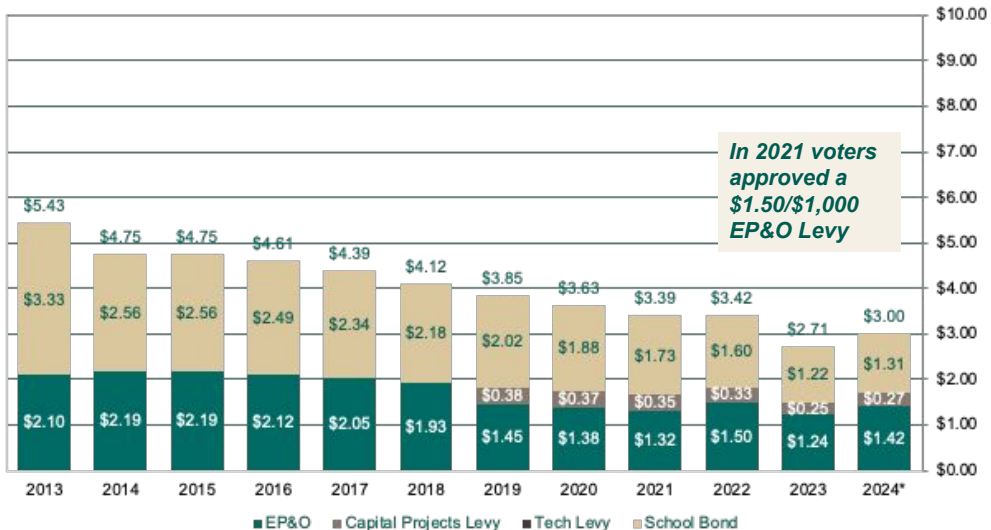


Source: OSPI 1463-GF, 1463-BI



# Property Values and School Taxes

Medical Lake School District  
Tax Rates/\$1,000

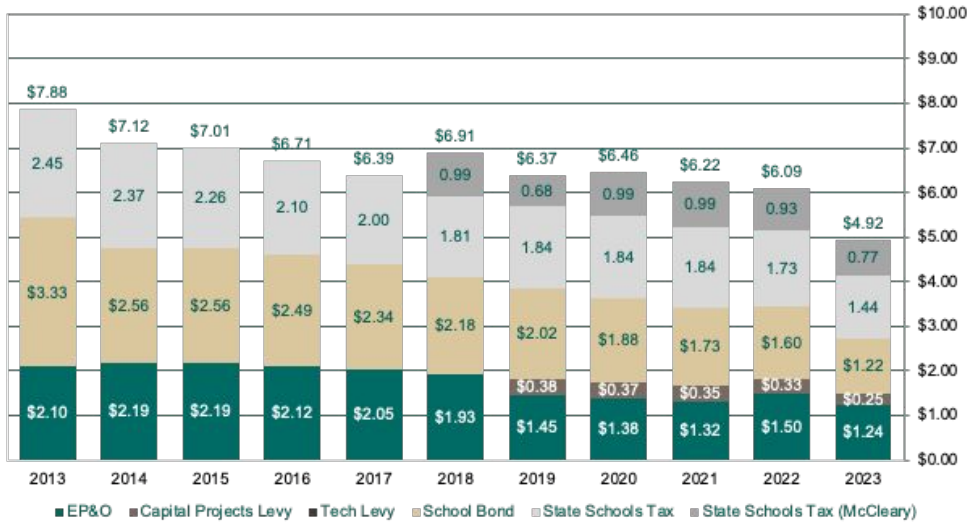


Source: State of Washington, Office of Superintendent of Public Instruction, County Assessor Annual Report, \*preliminary



# Property Values and School Taxes

## Medical Lake School District Tax Rates/\$1,000 (w/ State Schools Tax)

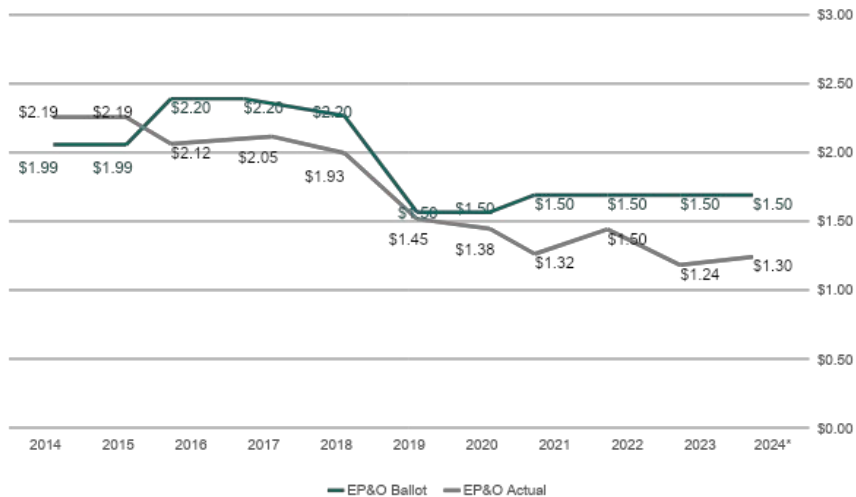


Source: State of Washington, Office of Superintendent of Public Instruction, County Assessor Annual Report



# Property Values and School Taxes

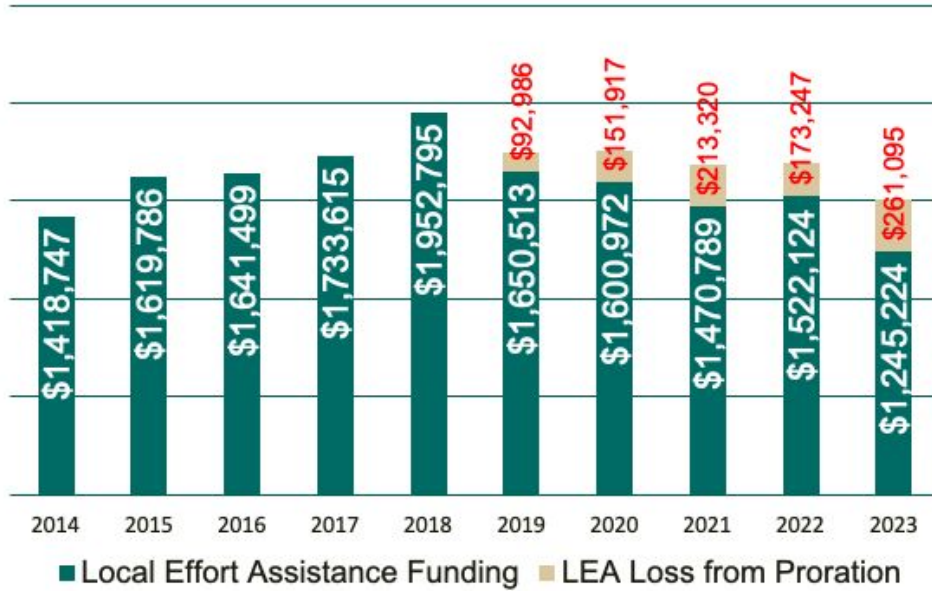
## Medical Lake School District EP&O Ballot Tax Rate vs. Actual Tax Rate



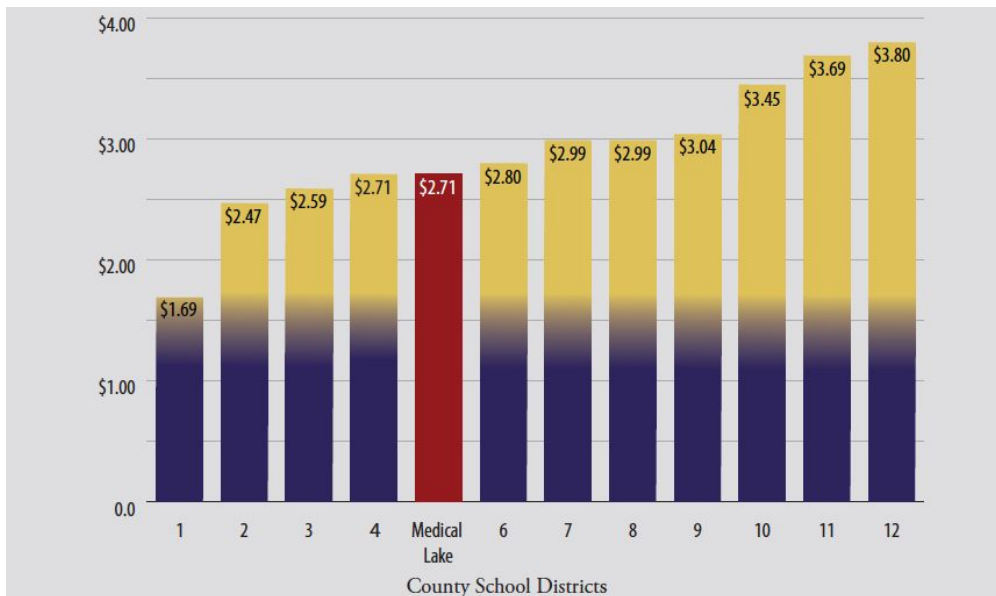
Source: OSPI 1463-GF, 1463-BI, County Assessor Annual Report, \*voter approved



## Other Considerations - Local Effort Assistance

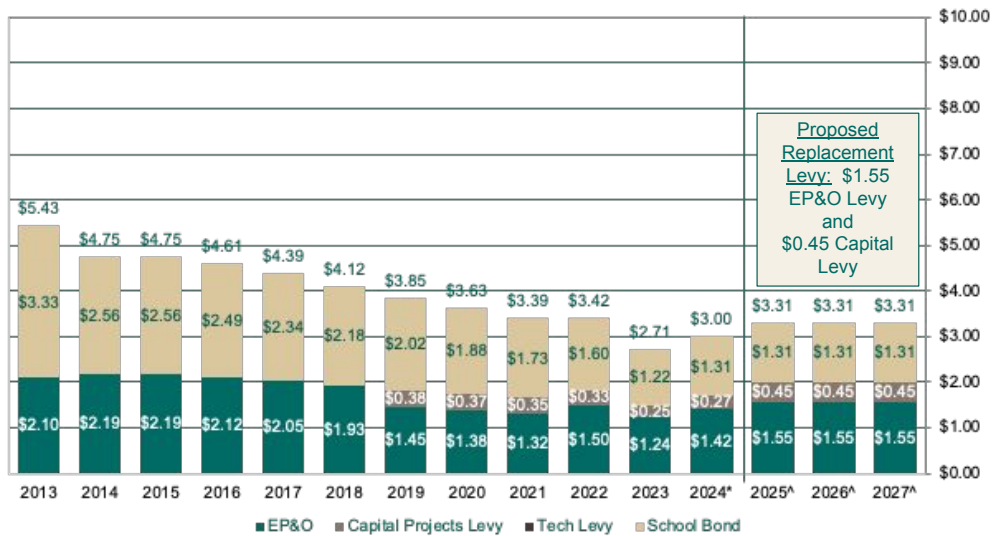


## Spokane County School District Tax Rates



# Proposed Estimated Levy Rates

Medical Lake School District  
Tax Rates/\$1,000



Source: State of Washington, Office of Superintendent of Public Instruction, County Assessor Annual Report, \*preliminary, ^proposed



What does this mean for taxpayers?

## Combined EP&O and Capital Levies

For every \$100,000 of assessed value

- \$32 estimated annual increase
  - \$3.00/month
  - Cup of coffee



# Thank You! Questions?

## Contact information:

**Dr. Kimberly Headrick (Kim)**  
Superintendent  
[kheadrick@mlsd.org](mailto:kheadrick@mlsd.org)  
509-565-3125

**Mr. Chad Moss**  
Assistant Superintendent Finance and Operations  
[cmoss@mlsd.org](mailto:cmoss@mlsd.org)  
509-565-3100

**Mr. Robert Haugen**  
Assistant Superintendent Teaching and Learning  
[rhaugen@mlsd.org](mailto:rhaugen@mlsd.org)  
509-565-3124

**Please let us know if you have any questions or have a presentation request.**



**Medical Lake**  
School District

15



**D|A DAVIDSON**

**Cory Plager**  
Managing Director  
(509) 570-4750  
[cplager@dadco.com](mailto:cplager@dadco.com)

**Dave Trageser**  
Managing Director  
(206) 903-8699  
[dtrageser@dadco.com](mailto:dtrageser@dadco.com)

**Maura Lentini**  
Senior Vice President  
(206) 903-8687  
[mlentini@dadco.com](mailto:mlentini@dadco.com)

**Suzanne Eide**  
Senior Vice President  
(206) 903-8690  
[seide@dadco.com](mailto:seide@dadco.com)

**Crystal Vogl**  
Senior Vice President  
(406) 791-7214  
[cvogl@dadco.com](mailto:cvogl@dadco.com)

**Mark Froio**  
Senior Vice President  
(206) 903-8690  
[mfroio@dadco.com](mailto:mfroio@dadco.com)

**Hannah Bulla**  
Associate  
(509) 462-6354  
[hbulla@dadco.com](mailto:hbulla@dadco.com)

- Bond and Levy Planning
- Attend and Present at Facility/Community Meetings
- Market and Sell Bonds
- Long Range Capital Financing
- Credit Evaluation and Ratings Presentations
- Continuing Disclosure Compliance
- Annual Debt Service Fund Cash Flows
- Tax Rate Projections
- Budget Support and Notes to the Financials
- Arbitrage Rebate Support
- Monitor Potential Refunding Savings



**Medical Lake**  
School District

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**AGREEMENT FOR INDIGENT DEFENSE PROFESSIONAL SERVICES**  
**Reid Legal Office, PLLC, Public Defender**

THIS AGREEMENT (“Agreement”) is made by and between the City of Medical Lake, a municipal corporation of the State of Washington (the "**City**"), and Reid Legal Office, PLLC (the "**Public Defender**"). The City and Public Defender are each sometimes referred to herein as a "**Party**" and together as the "**Parties**".

IN CONSIDERATION of the terms and conditions contained herein, the Parties covenant and agree as follows:

1. **Work to Be Performed.** The Public Defender shall provide all labor, services, and material, to satisfactorily perform the duties of the City’s Public Defender, generally described below (the "**Scope of Work**").

Pursuant to RCW 39.34.180, the City is responsible for the costs incident to prosecution of misdemeanor and gross misdemeanor offenses which are violations of state statutes that occur within its jurisdiction and that are committed by adults and/or juveniles for traffic offenses pursuant to RCW 13.04.030(l)(e)(iii), as well as misdemeanor or gross misdemeanor offenses which are a violation of City ordinances and committed by adults and/or juveniles for traffic offenses pursuant to RCW 13.40.030(l)(e)(iii).

For the purpose of this Agreement, the Public Defender's Scope of Work shall include representation of indigent persons as required by the Constitution or defined by RCW Chapter 10.101 and RCW 36.26.070 in conjunction with violations of City Ordinances (which may be adopted by reference to state statutes) that are punishable as misdemeanor and gross misdemeanor offenses that occur within the City's jurisdiction and that are committed by adults and/or juveniles for traffic offenses pursuant to RCW 13.04.030(l)(e)(iii), as well as any appeals to Superior Court. Additionally, representation of indigent persons as required by the Constitution or state statutes includes the prosecution of violations of the City's Municipal Code, as well as any appeals to Superior Court.

During the term of this Agreement, the Public Defender shall be licensed to practice law in the State of Washington and comply with the Rules of Professional Conduct and the requirements of Washington State Supreme Court Order No. 25700-A-1008, as amended (the "**Supreme Court Orders**").

In addition, the Public Defender shall assist the City in developing standards for the provision of public defense services as generally identified in RCW 10.101.030 and endorsed by the Washington State Bar Association. These standards shall serve as guidelines to the City for the purpose of providing the Scope of Work.

The City further agrees to provide the Public Defender with an office that will provide for confidential meetings with clients.

A. **Administration.** The Mayor or designee shall administer this Agreement and be the primary contact for the Public Defender.

B. Representations. The City has relied upon the qualifications of the Public Defender in entering into this Agreement. By execution of this Agreement, the Public Defender represents it possesses the ability, skill, and resources necessary to perform the work and is familiar with all current laws, rules, and regulations which reasonably relate to the position.

C. Technical Accuracy. The Public Defender shall be responsible for the technical accuracy of its services and documents resulting therefrom, and the City shall not be responsible for discovering deficiencies therein. The Public Defender shall correct such deficiencies without additional compensation except to the extent such action is directly attributable to deficiencies in City-furnished information.

D. Office Hours. In addition to the Public Defender's Scope of Work under this Agreement, the Public Defender shall also attend the City of Cheney Municipal Court's regular court sessions on the first and third Thursdays of each month and the therapeutic court sessions, as necessary, on the second and fourth Thursdays of each month.

E. Implementation of Standards for Indigent Defense. It is the intent of the Parties to work jointly during the term of this Agreement to develop proposed written policies and procedures to implement or develop a potential case-weighting system in accordance with the Supreme Court Orders. It is the intent of the Parties that the total case load, adjusted for case weighing, will comply with the standards adopted by the Supreme Court and allow the Public Defender to certify compliance to the City of the Washington State Office of Public Defense.

F. Reimbursement of Non-Routine Expenses. The City agrees to reimburse to the Public Defender those Non-Routine Expenses incurred in connection with the Scope of Work, provided however, that the Non-Routine Expenses are first approved by the City of Cheney Municipal Court and the Public Defender agrees to comply with the Washington State Supreme Court Orders. As used herein, "**Non-Routine Expenses**" means the following:

- (i) Medical and psychiatric evaluation;
- (ii) Expert witness fees and expenses;
- (iii) Interpreters for languages not commonly spoken;
- (iv) Polygraph, forensic, and other scientific tests; and
- (v) Any other non-routine expense the City of Cheney Municipal Court finds necessary and proper for the investigation, preparation, and presentation of a case.

2. Performance Review. During the term of this Agreement, on or about December 1<sup>st</sup> of each year, and commencing on December 1, 2024, the City shall conduct a performance review of the Public Defender. The scope of the performance review is intended to evaluate the Public Defender's case load and the professional services rendered pursuant to the Scope of Work.

3. Term of Contract. This Agreement shall be in full force and effect on January 1, 2024, following execution of this Agreement and shall remain in effect for a period of five (5)



years unless terminated by either Party as provided herein.

Either Party may, without cause, terminate this Agreement by providing the other Party sixty (60) days' advance written notice. In the event of such termination, the City shall pay the Public Defender for all work previously authorized and satisfactorily performed prior to the termination date.

4. **Compensation.** The Public Defender is retained to provide public defense services as set forth in the Scope of Work for the amount of \$1,300.00 per month for all services (the "**Compensation**") including travel, telephones, law library use including electronic research, financial accounting, case management systems, computers and software, office space and supplies, training, compliance with all applicable standards and contract management, and use of private investigator, as appropriate. Additional compensation may be available through grants from the Washington Office of Public Defense and obtained by the City, provided such compensation is not guaranteed but City agrees to use reasonable efforts to obtain such grants in its discretion. Nothing contained herein shall increase the obligation of the City's General Fund to pay Compensation, unless agreed otherwise. The Public Defender is an independent contractor and shall be responsible for the payment of all federal and state taxes due and owing on the Scope of Work.

5. **Payment.** The Public Defender shall be paid monthly upon presentation of an invoice to the City's Finance Director.

The City reserves the right to withhold payment under this Agreement, which is determined in the reasonable judgment of the Mayor or designee to be noncompliant with the Scope of Work, City standards, City ordinances, or federal or state laws or standards.

6. **Notice.** Any notice required by this Agreement shall be given in writing as follows:

**If to the City of Medical Lake**

City of Medical Lake  
Attn: Terri Cooper, Mayor  
124 S. Lefevre Street Medical  
Lake, WA 99022

**If to the Public Defender**

Reid Legal Office, PLLC  
Attn: Derek Reid/Megan Cain  
421 W. Riverside Ave., #812  
Spokane, WA 99201

7. **Applicable Laws and Standards.** The Parties, in the performance of this Agreement, agree to comply with all applicable federal, state, and local laws, ordinances, and regulations.

8. **Relationship of the Parties.** It is understood, agreed, and declared that the Public Defender shall be independent and not the agent or employee of the City, that the City is interested in only the results to be achieved, and that the right to control the particular manner, method, and means in which the services are performed is solely within the discretion of the Public Defender. Any and all employees who provide services to the City under this Agreement shall be deemed employees solely of the Public Defender. The Public Defender shall be solely responsible for the conduct and actions of all employees under this Agreement and any liability that may attach thereto.

9. **State and Federal Taxes.** The City will not:

- a. Withhold FICA (Social Security and Medicare taxes) from Public Defender's payments or make FICA payments on Public Defender's behalf;
- b. Make state or federal unemployment compensation contributions on Public Defender's behalf; or
- c. Withhold state or federal income tax from Public Defender's payments.

Public Defender shall pay all taxes incurred while performing services under this Agreement, including all applicable income taxes and, if Public Defender is not a corporation, self-employment (Social Security) taxes. Upon demand, Public Defender shall provide the City with proof that such payments have been made.

10. **Fringe Benefits.** Public Defender understands that neither Public Defender nor Public Defender's employees or contract personnel are eligible to participate in any City employee pension, health, vacation pay, sick pay, or other fringe benefit plan.

11. **Workers' Compensation.** The City shall not obtain workers' compensation insurance on behalf of Public Defender or Public Defender's employees. If Public Defender hires employees to perform any work under this Agreement, Public Defender will cover them with workers' compensation insurance and provide the City with a certificate of workers' compensation insurance before the employees begin the work.

12. **Unemployment Compensation.** The City shall make no state or federal unemployment compensation payments on behalf of Public Defender or Public Defender's employees or contract personnel. Public Defender will not be entitled to these benefits in connection with work performed under this Agreement.

13. **Records.** The City or State Auditor or any of their representatives shall have full access to and the right to examine during normal business hours all of the Public Defender records with respect to all matters covered in this Agreement. Such representatives shall be permitted to audit, examine, and make excerpts or transcripts from such records and to make audits of all contracts, invoices, materials, payrolls, and record of matters covered by this Agreement for a period of three (3) years from the date final payment is made hereunder.

14. **Insurance.** During the term of this Agreement, the Public Defender shall maintain in force, at its own expense, Professional Liability Insurance with a combined single limit of not less than \$1,000,000.00 annual aggregate as set forth on the attached insurance certificate. This is to cover damage caused by the negligent acts related to the professional services to be provided under this Agreement. The coverage must remain in effect for at least two (2) years after the Agreement is completed.

There shall be no cancellation, material change, reduction of limits, or intent not to renew the insurance coverage(s) without thirty (30) days' written notice from the Public Defender or its insurer(s) to the City.

As evidence of the insurance coverages required by this Agreement, the Public Defender shall furnish acceptable insurance certificates to the City at the time the Public Defender returns the signed Agreement. The certificate shall specify all of the parties who are an additional insured, and will include applicable policy endorsements, the thirty (30) day cancellation clause, and the deduction or retention level. Insuring companies or entities are subject to City acceptance. If requested, complete copies of insurance policies shall be provided to the City. The Public Defender shall be financially responsible for all pertinent deductibles, self-insured retentions, and/or self-insurance.

15. **Indemnification and Hold Harmless.** Each Party shall indemnify and hold the other, its officers, employees, agents, and volunteers harmless from and against any and all claims, demands, orders, decrees, or judgments for injuries, death, or damage to any person or property arising or resulting from any negligent or intentional act or omission on the part of said Party or its agents, employees, or volunteers in the performance of this Agreement.

16. **Waiver.** No officer, employee, agent, or other individual acting on behalf of either Party has the power, right, or authority to waive any of the conditions or provisions of this Agreement. No waiver in one instance shall be held to be waiver of any other subsequent breach or nonperformance. All remedies afforded in this Agreement or by law shall be taken and construed as cumulative, and in addition to every other remedy provided herein or by law. Failure of either Party to enforce at any time any of the provisions of this Agreement or to require at any time performance by the other Party of any provision hereof shall in no way be construed to be a waiver of such provisions, nor shall it affect the validity of this Agreement or any part thereof.

17. **Assignment, Delegation, and Use of Interns or Associates.** Neither Party shall assign, transfer, or delegate any or all of the responsibilities of this Agreement or the benefits received hereunder without first obtaining the written consent of the other Party. Notwithstanding the above, the Public Defender may, when periodically unavailable, delegate the responsibilities herein to a licensed Washington attorney or a legal intern with limited authorization to practice law as provided for by Washington State Supreme Court APR 9, provided the above persons are knowledgeable in the practice of criminal law and maintain similar office and contact information as the Public Defender. Notwithstanding any delegation, the Public Defender shall be responsible for the services provided hereunder to include devoting such time as is necessary to address matters on the dockets of the City of Cheney Municipal Court.

18. **Subcontracts.** Except as otherwise provided herein, the Public Defender shall not enter into subcontracts for any of the work contemplated under this Agreement without obtaining written approval of the City.

19. **Confidentiality.** The Public Defender may from time to time receive information which is deemed by the City to be confidential. The Public Defender shall not disclose such information without the express consent of the City or upon order of a Court of competent jurisdiction.

20. **Jurisdiction and Venue.** This Agreement is entered into in Spokane County, Washington. Venue shall be in Spokane County, State of Washington. The City and Public Defender agree that they shall first submit any and all unsettled claims, counterclaims, disputes, and other matters in questions between them arising out of or relating to this Agreement or the

breach thereof to non-binding mediation unless the Parties mutually agree otherwise.

21. **Entire Agreement.** This written Agreement constitutes the entire and complete agreement between the Parties and supersedes any prior oral or written agreements. This Agreement may not be changed, modified, or altered except in writing signed by the Parties hereto.

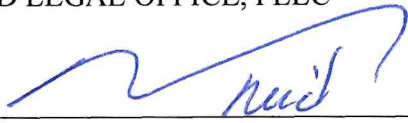
22. **Anti-kickback.** No officer or employee of the City, having the power or duty to perform an official act or action related to this Agreement, shall have or acquire any interest in this Agreement, or have solicited, accepted, or granted a present or future gift, favor, service, or other thing of value from any person with an interest in this Agreement.

DATED this 3<sup>rd</sup> day of January, 2024.

CITY OF MEDICAL LAKE

By: \_\_\_\_\_  
Terri Cooper, Mayor

REID LEGAL OFFICE, PLLC

By:  \_\_\_\_\_  
Derek Reid, Attorney

**CITY OF MEDICAL LAKE  
SPOKANE COUNTY, WASHINGTON  
RESOLUTION NO. 24-651**

**A RESOLUTION OF THE CITY OF MEDICAL LAKE APPROVING A  
FUEL TAX GRANT AGREEMENT AND FUNDING WITH THE  
WASHINGTON STATE TRANSPORTATION IMPROVEMENT BOARD**

WHEREAS, on December 1, 2023, the City of Medical Lake was awarded certain funding for the 2024 Scrub and Chip Seal project for multiple locations within the City of Medical Lake from the Washington State Transportation Improvement Board (“TIB”) pursuant to TIB project number 2-E-897(008)-1; and

WHEREAS, the TIB has awarded the City of Medical Lake Ninety-Five and One-Ten-Thousandths Percent (95.0001%) of approved eligible project costs with a maximum grant of \$702,129; and

WHEREAS, the parties will enter into a Fuel Tax Grant Agreement consistent with the TIB award; and

WHEREAS, City Staff recommends the City accept the TIB award and enter into the Fuel Tax Grant Agreement.

NOW THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF MEDICAL LAKE, WASHINGTON as follows:

**Section 1. Approval of Agreement.** The Council hereby approves the Fuel Tax Grant Agreement (“Agreement”) in the form attached to this Resolution as Exhibit “A” and by reference incorporated herein.

**Section 2. Authorization.** The Mayor is authorized and directed to execute the Agreement on behalf of the City in substantially the form attached as Exhibit “A”. The Mayor and Finance Director/City Clerk are each hereby authorized and directed to take such further action as may be appropriate in order to affect the purpose of this Resolution and the Agreement authorized hereby.

**Section 3. Severability.** If any section, sentence, clause, or phrase of this Resolution should be 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, clause, or phrase of this Resolution.

**Section 4. Effective Date.** This Resolution shall become effective immediately upon its adoption.

ADOPTED this 16th day of January, 2024.

\_\_\_\_\_  
Mayor, Terri Cooper

Attest:

Approved as to Form:

\_\_\_\_\_  
Koss Ronholt, City Clerk

\_\_\_\_\_  
City Attorney, Sean P. Boutz

City of Medical Lake  
2-E-897(008)-1  
2024 Scrub and Chip Seal - Red Town  
Multiple Locations

STATE OF WASHINGTON  
TRANSPORTATION IMPROVEMENT BOARD  
AND  
City of Medical Lake  
AGREEMENT

THIS GRANT AGREEMENT (hereinafter "Agreement") for the 2024 Scrub and Chip Seal - Red Town, Multiple Locations (hereinafter "Project") is entered into by the WASHINGTON STATE TRANSPORTATION IMPROVEMENT BOARD (hereinafter "TIB") and City of Medical Lake, a political subdivision of the State of Washington (hereinafter "RECIPIENT").

1.0 PURPOSE

For the project specified above, TIB shall pay 95.0001 percent of approved eligible project costs up to the amount of \$702,129, pursuant to terms contained in the RECIPIENT'S Grant Application, supporting documentation, chapter 47.26 RCW, title 479 WAC, and the terms and conditions listed below.

2.0 SCOPE AND BUDGET

The Project Scope and Budget are initially described in RECIPIENT's Grant Application and incorporated by reference into this Agreement. Scope and Budget will be further developed and refined, but not substantially altered during the Design, Bid Authorization and Construction Phases. Any material alterations to the original Project Scope or Budget as initially described in the Grant Application must be authorized by TIB in advance by written amendment.

3.0 PROJECT DOCUMENTATION

TIB requires RECIPIENT to make reasonable progress and submit timely Project documentation as applicable throughout the Project. Upon RECIPIENT's submission of each Project document to TIB, the terms contained in the document will be incorporated by reference into the Agreement. Required documents include, but are not limited to the following:

- a) Project Funding Status Form
- b) Bid Authorization Form with plans and engineers estimate
- c) Award Updated Cost Estimate
- d) Bid Tabulations
- e) Contract Completion Updated Cost Estimate with final summary of quantities
- f) Project Accounting History

4.0 BILLING AND PAYMENT

The local agency shall submit progress billings as project costs are incurred to enable TIB to maintain accurate budgeting and fund management. Payment requests may be submitted as

often as the RECIPIENT deems necessary, but shall be submitted at least quarterly if billable amounts are greater than \$50,000. If progress billings are not submitted, large payments may be delayed or scheduled in a payment plan.

## 5.0 TERM OF AGREEMENT

This Agreement shall be effective upon execution by TIB and shall continue through closeout of the grant or until terminated as provided herein, but shall not exceed 10 years unless amended by the Parties.

## 6.0 AMENDMENTS

This Agreement may be amended by mutual agreement of the Parties. Such amendments shall not be binding unless they are in writing and signed by persons authorized to bind each of the Parties.

## 7.0 ASSIGNMENT

The RECIPIENT shall not assign or transfer its rights, benefits, or obligations under this Agreement without the prior written consent of TIB. The RECIPIENT is deemed to consent to assignment of this Agreement by TIB to a successor entity. Such consent shall not constitute a waiver of the RECIPIENT's other rights under this Agreement.

## 8.0 GOVERNANCE & VENUE

This Agreement shall be construed and interpreted in accordance with the laws of the state of Washington and venue of any action brought hereunder shall be in the Superior Court for Thurston County.

## 9.0 DEFAULT AND TERMINATION

### 9.1 NON-COMPLIANCE

- a) In the event TIB determines, in its sole discretion, the RECIPIENT has failed to comply with the terms and conditions of this Agreement, TIB shall notify the RECIPIENT, in writing, of the non-compliance.
- b) In response to the notice, RECIPIENT shall provide a written response within 10 business days of receipt of TIB's notice of non-compliance, which should include either a detailed plan to correct the non-compliance, a request to amend the Project, or a denial accompanied by supporting details.
- c) TIB will provide 30 days for RECIPIENT to make reasonable progress toward compliance pursuant to its plan to correct or implement its amendment to the Project.
- d) Should RECIPIENT dispute non-compliance, TIB will investigate the dispute and may withhold further payments or prohibit the RECIPIENT from incurring additional reimbursable costs during the investigation.

### 9.2 DEFAULT

RECIPIENT may be considered in default if TIB determines, in its sole discretion, that:



- a) RECIPIENT is not making reasonable progress toward correction and compliance.
- b) TIB denies the RECIPIENT's request to amend the Project.
- c) After investigation TIB confirms RECIPIENT'S non-compliance.

TIB reserves the right to order RECIPIENT to immediately stop work on the Project and TIB may stop Project payments until the requested corrections have been made or the Agreement has been terminated.

### 9.3 TERMINATION

- a) In the event of default by the RECIPIENT as determined pursuant to Section 9.2, TIB shall serve RECIPIENT with a written notice of termination of this Agreement, which shall be served in person, by email or by certified letter. Upon service of notice of termination, the RECIPIENT shall immediately stop work and/or take such action as may be directed by TIB.
- b) In the event of default and/or termination by either PARTY, the RECIPIENT may be liable for damages as authorized by law including, but not limited to, repayment of grant funds.
- c) The rights and remedies of TIB provided in the AGREEMENT are not exclusive and are in addition to any other rights and remedies provided by law.

### 9.4 TERMINATION FOR NECESSITY

TIB may, with ten (10) days written notice, terminate this Agreement, in whole or in part, because funds are no longer available for the purpose of meeting TIB's obligations. If this Agreement is so terminated, TIB shall be liable only for payment required under this Agreement for performance rendered or costs incurred prior to the effective date of termination.

## 10.0 USE OF TIB GRANT FUNDS

TIB grant funds come from Motor Vehicle Fuel Tax revenue. Any use of these funds for anything other than highway or roadway system improvements is prohibited and shall subject the RECIPIENT to the terms, conditions and remedies set forth in Section 9. If Right of Way is purchased using TIB funds, and some or all of the Right of Way is subsequently sold, proceeds from the sale must be deposited into the RECIPIENT's motor vehicle fund and used for a motor vehicle purpose.

## 11.0 INCREASE OR DECREASE IN TIB GRANT FUNDS

At Bid Award and Contract Completion, RECIPIENT may request an increase in the maximum payable TIB funds for the specific project. Requests must be made in writing and will be considered by TIB and awarded at the sole discretion of TIB. All increase requests must be made pursuant to WAC 479-05-202 and/or WAC 479-01-060. If an increase is denied, the recipient shall be liable for all costs incurred in excess of the maximum amount payable by TIB. In the event that final costs related to the specific project are less than the initial grant award, TIB funds will be decreased and/or refunded to TIB in a manner that maintains the intended ratio between TIB funds and total project costs, as described in Section 1.0 of this Agreement.

## 12.0 INDEPENDENT CAPACITY

The RECIPIENT shall be deemed an independent contractor for all purposes and the employees of the RECIPIENT or any of its contractors, subcontractors, and employees thereof shall not in any manner be deemed employees of TIB.

## 13.0 INDEMNIFICATION AND HOLD HARMLESS

The PARTIES agree to the following:

Each of the PARTIES, shall protect, defend, indemnify, and save harmless the other PARTY, its officers, officials, employees, and agents, while acting within the scope of their employment as such, from any and all costs, claims, judgment, and/or awards of damages, arising out of, or in any way resulting from, that PARTY's own negligent acts or omissions which may arise in connection with its performance under this Agreement. No PARTY will be required to indemnify, defend, or save harmless the other PARTY if the claim, suit, or action for injuries, death, or damages is caused by the sole negligence of the other PARTY. Where such claims, suits, or actions result from the concurrent negligence of the PARTIES, the indemnity provisions provided herein shall be valid and enforceable only to the extent of a PARTY's own negligence. Each of the PARTIES agrees that its obligations under this subparagraph extend to any claim, demand and/or cause of action brought by, or on behalf of, any of its employees or agents. For this purpose, each of the PARTIES, by mutual negotiation, hereby waives, with respect to the other PARTY only, any immunity that would otherwise be available to it against such claims under the Industrial Insurance provision of Title 51 RCW. In any action to enforce the provisions of the Section, the prevailing PARTY shall be entitled to recover its reasonable attorney's fees and costs incurred from the other PARTY. The obligations of this Section shall survive termination of this Agreement.

## 14.0 DISPUTE RESOLUTION

- a) The PARTIES shall make good faith efforts to quickly and collaboratively resolve any dispute arising under or in connection with this AGREEMENT. The dispute resolution process outlined in this Section applies to disputes arising under or in connection with the terms of this AGREEMENT.
- b) Informal Resolution. The PARTIES shall use their best efforts to resolve disputes promptly and at the lowest organizational level.
- c) In the event that the PARTIES are unable to resolve the dispute, the PARTIES shall submit the matter to non-binding mediation facilitated by a mutually agreed upon mediator. The PARTIES shall share equally in the cost of the mediator.
- d) Each PARTY agrees to compromise to the fullest extent possible in resolving the dispute in order to avoid delays or additional incurred cost to the Project.
- e) The PARTIES agree that they shall have no right to seek relief in a court of law until and unless the Dispute Resolution process has been exhausted.

15.0 ENTIRE AGREEMENT

This Agreement, together with the RECIPIENT'S Grant Application, the provisions of chapter 47.26 Revised Code of Washington, the provisions of title 479 Washington Administrative Code, and TIB Policies, constitutes the entire agreement between the PARTIES and supersedes all previous written or oral agreements between the PARTIES.

16.0 RECORDS MAINTENANCE

The RECIPIENT shall maintain books, records, documents, data and other evidence relating to this Agreement and performance of the services described herein, including but not limited to accounting procedures and practices which sufficiently and properly reflect all direct and indirect costs of any nature expended in the performance of this Agreement. RECIPIENT shall retain such records for a period of six years following the date of final payment. At no additional cost, these records, including materials generated under the Agreement shall be subject at all reasonable times to inspection, review or audit by TIB personnel duly authorized by TIB, the Office of the State Auditor, and federal and state officials so authorized by law, regulation or agreement.

If any litigation, claim or audit is started before the expiration of the six (6) year period, the records shall be retained until all litigation, claims, or audit findings involving the records have been resolved.

Approved as to Form  
Attorney General

By:

Signature on file

\_\_\_\_\_  
Guy Bowman  
Assistant Attorney General

Lead Agency

Transportation Improvement Board

\_\_\_\_\_  
Chief Executive Officer                      Date

\_\_\_\_\_  
Executive Director                              Date

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Print Name

Agency Name **MEDICAL LAKE**  
 Project Name: **2024 Scrub and Chip Seal - Red Town  
 Multiple Locations**

TIB Project Number: **2-E-897(008)-1**

Verify the information below and revise if necessary.  
 Submit by emailing this completed form to your TIB Region Engineer.

**PROJECT SCHEDULE**

Target Dates		
Construction Approval	Contract Bid Award	Contract Completion

**PROJECT FUNDING PARTNERS**

List additional funding partners and amount.

Funding Partners	Amount	Revised Funding
MEDICAL LAKE	36,953	
WSDOT	0	
<b>TOTAL LOCAL FUNDS</b>	<b>36,953</b>	

Signatures are required from two different agency officials. Return the originally signed form to the TIB office.

**Mayor or Public Works Director**

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Printed or Typed Name

\_\_\_\_\_  
Title

**Financial Officer**

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Printed or Typed Name

\_\_\_\_\_  
Title

**CITY OF MEDICAL LAKE  
SPOKANE COUNTY, WASHINGTON  
RESOLUTION NO. 24-652**

**A RESOLUTION OF THE CITY OF MEDICAL LAKE APPROVING A  
FUEL TAX GRANT AGREEMENT AND FUNDING WITH THE  
WASHINGTON STATE TRANSPORTATION IMPROVEMENT BOARD**

WHEREAS, on December 1, 2023, the City of Medical Lake was awarded certain funding for the 2024 Street Maintenance for multiple locations within the City of Medical Lake from the Washington State Transportation Improvement Board (“TIB”) pursuant to TIB project number 2-E-897(007)-1; and

WHEREAS, the TIB has awarded the City of Medical Lake Ninety-Four and Nine Thousand Nine Hundred and Ninety-Two-Thousandths Percent (94.9992%) of approved eligible project costs with a maximum grant of \$43,560; and

WHEREAS, the parties will enter into a Fuel Tax Grant Agreement consistent with the TIB award; and

WHEREAS, City Staff recommends the City accept the TIB award and enter into the Fuel Tax Grant Agreement.

NOW THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF MEDICAL LAKE, WASHINGTON as follows:

**Section 1. Approval of Agreement.** The Council hereby approves the Fuel Tax Grant Agreement (“Agreement”) in the form attached to this Resolution as Exhibit “A” and by reference incorporated herein.

**Section 2. Authorization.** The Mayor is authorized and directed to execute the Agreement on behalf of the City in substantially the form attached as Exhibit “A”. The Mayor and Finance Director/City Clerk are each hereby authorized and directed to take such further action as may be appropriate in order to affect the purpose of this Resolution and the Agreement authorized hereby.

**Section 3. Severability.** If any section, sentence, clause, or phrase of this Resolution should be 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, clause, or phrase of this Resolution.

**Section 4. Effective Date.** This Resolution shall become effective immediately upon its adoption.

ADOPTED this 16th day of January, 2024.

\_\_\_\_\_  
Mayor, Terri Cooper

Attest:

Approved as to Form:

---

Koss Ronholt, City Clerk

---

City Attorney, Sean P. Boutz



City of Medical Lake  
2-E-897(007)-1  
2024 Street Maintenance  
Multiple Locations

STATE OF WASHINGTON  
TRANSPORTATION IMPROVEMENT BOARD  
AND  
City of Medical Lake  
AGREEMENT

THIS GRANT AGREEMENT (hereinafter “Agreement”) for the 2024 Street Maintenance, Multiple Locations (hereinafter “Project”) is entered into by the WASHINGTON STATE TRANSPORTATION IMPROVEMENT BOARD (hereinafter “TIB”) and City of Medical Lake, a political subdivision of the State of Washington (hereinafter “RECIPIENT”).

1.0 PURPOSE

For the project specified above, TIB shall pay 94.9992 percent of approved eligible project costs up to the amount of \$43,560, pursuant to terms contained in the RECIPIENT’S Grant Application, supporting documentation, chapter 47.26 RCW, title 479 WAC, and the terms and conditions listed below.

2.0 SCOPE AND BUDGET

The Project Scope and Budget are initially described in RECIPIENT’S Grant Application and incorporated by reference into this Agreement. Scope and Budget will be further developed and refined, but not substantially altered during the Design, Bid Authorization and Construction Phases. Any material alterations to the original Project Scope or Budget as initially described in the Grant Application must be authorized by TIB in advance by written amendment.

3.0 PROJECT DOCUMENTATION

TIB requires RECIPIENT to make reasonable progress and submit timely Project documentation as applicable throughout the Project. Upon RECIPIENT’S submission of each Project document to TIB, the terms contained in the document will be incorporated by reference into the Agreement. Required documents include, but are not limited to the following:

- a) Project Funding Status Form
- b) Bid Authorization Form with plans and engineers estimate
- c) Award Updated Cost Estimate
- d) Bid Tabulations
- e) Contract Completion Updated Cost Estimate with final summary of quantities
- f) Project Accounting History

4.0 BILLING AND PAYMENT

The local agency shall submit progress billings as project costs are incurred to enable TIB to maintain accurate budgeting and fund management. Payment requests may be submitted as



often as the RECIPIENT deems necessary, but shall be submitted at least quarterly if billable amounts are greater than \$50,000. If progress billings are not submitted, large payments may be delayed or scheduled in a payment plan.

## 5.0 TERM OF AGREEMENT

This Agreement shall be effective upon execution by TIB and shall continue through closeout of the grant or until terminated as provided herein, but shall not exceed 10 years unless amended by the Parties.

## 6.0 AMENDMENTS

This Agreement may be amended by mutual agreement of the Parties. Such amendments shall not be binding unless they are in writing and signed by persons authorized to bind each of the Parties.

## 7.0 ASSIGNMENT

The RECIPIENT shall not assign or transfer its rights, benefits, or obligations under this Agreement without the prior written consent of TIB. The RECIPIENT is deemed to consent to assignment of this Agreement by TIB to a successor entity. Such consent shall not constitute a waiver of the RECIPIENT's other rights under this Agreement.

## 8.0 GOVERNANCE & VENUE

This Agreement shall be construed and interpreted in accordance with the laws of the state of Washington and venue of any action brought hereunder shall be in the Superior Court for Thurston County.

## 9.0 DEFAULT AND TERMINATION

### 9.1 NON-COMPLIANCE

- a) In the event TIB determines, in its sole discretion, the RECIPIENT has failed to comply with the terms and conditions of this Agreement, TIB shall notify the RECIPIENT, in writing, of the non-compliance.
- b) In response to the notice, RECIPIENT shall provide a written response within 10 business days of receipt of TIB's notice of non-compliance, which should include either a detailed plan to correct the non-compliance, a request to amend the Project, or a denial accompanied by supporting details.
- c) TIB will provide 30 days for RECIPIENT to make reasonable progress toward compliance pursuant to its plan to correct or implement its amendment to the Project.
- d) Should RECIPIENT dispute non-compliance, TIB will investigate the dispute and may withhold further payments or prohibit the RECIPIENT from incurring additional reimbursable costs during the investigation.

### 9.2 DEFAULT

RECIPIENT may be considered in default if TIB determines, in its sole discretion, that:





- a) RECIPIENT is not making reasonable progress toward correction and compliance.
- b) TIB denies the RECIPIENT's request to amend the Project.
- c) After investigation TIB confirms RECIPIENT'S non-compliance.

TIB reserves the right to order RECIPIENT to immediately stop work on the Project and TIB may stop Project payments until the requested corrections have been made or the Agreement has been terminated.

### 9.3 TERMINATION

- a) In the event of default by the RECIPIENT as determined pursuant to Section 9.2, TIB shall serve RECIPIENT with a written notice of termination of this Agreement, which shall be served in person, by email or by certified letter. Upon service of notice of termination, the RECIPIENT shall immediately stop work and/or take such action as may be directed by TIB.
- b) In the event of default and/or termination by either PARTY, the RECIPIENT may be liable for damages as authorized by law including, but not limited to, repayment of grant funds.
- c) The rights and remedies of TIB provided in the AGREEMENT are not exclusive and are in addition to any other rights and remedies provided by law.

### 9.4 TERMINATION FOR NECESSITY

TIB may, with ten (10) days written notice, terminate this Agreement, in whole or in part, because funds are no longer available for the purpose of meeting TIB's obligations. If this Agreement is so terminated, TIB shall be liable only for payment required under this Agreement for performance rendered or costs incurred prior to the effective date of termination.

## 10.0 USE OF TIB GRANT FUNDS

TIB grant funds come from Motor Vehicle Fuel Tax revenue. Any use of these funds for anything other than highway or roadway system improvements is prohibited and shall subject the RECIPIENT to the terms, conditions and remedies set forth in Section 9. If Right of Way is purchased using TIB funds, and some or all of the Right of Way is subsequently sold, proceeds from the sale must be deposited into the RECIPIENT's motor vehicle fund and used for a motor vehicle purpose.

## 11.0 INCREASE OR DECREASE IN TIB GRANT FUNDS

At Bid Award and Contract Completion, RECIPIENT may request an increase in the maximum payable TIB funds for the specific project. Requests must be made in writing and will be considered by TIB and awarded at the sole discretion of TIB. All increase requests must be made pursuant to WAC 479-05-202 and/or WAC 479-01-060. If an increase is denied, the recipient shall be liable for all costs incurred in excess of the maximum amount payable by TIB. In the event that final costs related to the specific project are less than the initial grant award, TIB funds will be decreased and/or refunded to TIB in a manner that maintains the intended ratio between TIB funds and total project costs, as described in Section 1.0 of this Agreement.



## 12.0 INDEPENDENT CAPACITY

The RECIPIENT shall be deemed an independent contractor for all purposes and the employees of the RECIPIENT or any of its contractors, subcontractors, and employees thereof shall not in any manner be deemed employees of TIB.

## 13.0 INDEMNIFICATION AND HOLD HARMLESS

The PARTIES agree to the following:

Each of the PARTIES, shall protect, defend, indemnify, and save harmless the other PARTY, its officers, officials, employees, and agents, while acting within the scope of their employment as such, from any and all costs, claims, judgment, and/or awards of damages, arising out of, or in any way resulting from, that PARTY's own negligent acts or omissions which may arise in connection with its performance under this Agreement. No PARTY will be required to indemnify, defend, or save harmless the other PARTY if the claim, suit, or action for injuries, death, or damages is caused by the sole negligence of the other PARTY. Where such claims, suits, or actions result from the concurrent negligence of the PARTIES, the indemnity provisions provided herein shall be valid and enforceable only to the extent of a PARTY's own negligence. Each of the PARTIES agrees that its obligations under this subparagraph extend to any claim, demand and/or cause of action brought by, or on behalf of, any of its employees or agents. For this purpose, each of the PARTIES, by mutual negotiation, hereby waives, with respect to the other PARTY only, any immunity that would otherwise be available to it against such claims under the Industrial Insurance provision of Title 51 RCW. In any action to enforce the provisions of the Section, the prevailing PARTY shall be entitled to recover its reasonable attorney's fees and costs incurred from the other PARTY. The obligations of this Section shall survive termination of this Agreement.

## 14.0 DISPUTE RESOLUTION

- a) The PARTIES shall make good faith efforts to quickly and collaboratively resolve any dispute arising under or in connection with this AGREEMENT. The dispute resolution process outlined in this Section applies to disputes arising under or in connection with the terms of this AGREEMENT.
- b) Informal Resolution. The PARTIES shall use their best efforts to resolve disputes promptly and at the lowest organizational level.
- c) In the event that the PARTIES are unable to resolve the dispute, the PARTIES shall submit the matter to non-binding mediation facilitated by a mutually agreed upon mediator. The PARTIES shall share equally in the cost of the mediator.
- d) Each PARTY agrees to compromise to the fullest extent possible in resolving the dispute in order to avoid delays or additional incurred cost to the Project.
- e) The PARTIES agree that they shall have no right to seek relief in a court of law until and unless the Dispute Resolution process has been exhausted.



15.0 ENTIRE AGREEMENT

This Agreement, together with the RECIPIENT'S Grant Application, the provisions of chapter 47.26 Revised Code of Washington, the provisions of title 479 Washington Administrative Code, and TIB Policies, constitutes the entire agreement between the PARTIES and supersedes all previous written or oral agreements between the PARTIES.

16.0 RECORDS MAINTENANCE

The RECIPIENT shall maintain books, records, documents, data and other evidence relating to this Agreement and performance of the services described herein, including but not limited to accounting procedures and practices which sufficiently and properly reflect all direct and indirect costs of any nature expended in the performance of this Agreement. RECIPIENT shall retain such records for a period of six years following the date of final payment. At no additional cost, these records, including materials generated under the Agreement shall be subject at all reasonable times to inspection, review or audit by TIB personnel duly authorized by TIB, the Office of the State Auditor, and federal and state officials so authorized by law, regulation or agreement.

If any litigation, claim or audit is started before the expiration of the six (6) year period, the records shall be retained until all litigation, claims, or audit findings involving the records have been resolved.

Approved as to Form  
Attorney General

By:

Signature on file

\_\_\_\_\_  
Guy Bowman  
Assistant Attorney General

Lead Agency

Transportation Improvement Board

\_\_\_\_\_  
Chief Executive Officer                      Date

\_\_\_\_\_  
Executive Director                              Date

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Print Name



# Project Funding Status Form

Agency Name: **MEDICAL LAKE**  
Project Name: **2024 Street Maintenance Multiple Locations**

TIB Project Number: **2-E-897(007)-1**

Verify the information below and revise if necessary.  
Email to: [andrewb@tib.wa.gov](mailto:andrewb@tib.wa.gov)

## PROJECT SCHEDULE

Target Dates		
Construction Approval	Contract Bid Award	Contract Completion

## PROJECT FUNDING PARTNERS

List additional funding partners and amount.

Funding Partners	Amount	Revised Funding
MEDICAL LAKE	2,293	
WSDOT	0	
Federal Funds	0	
<b>TOTAL LOCAL FUNDS</b>	<b>2,293</b>	

Signatures are required from two different agency officials. Return the originally signed form to your TIB Engineer.

### Mayor or Public Works Director

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Printed or Typed Name

\_\_\_\_\_  
Title

### Financial Officer

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Printed or Typed Name

\_\_\_\_\_  
Title