



**CITY COUNCIL MEETING
TUESDAY, JANUARY 2, 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 2, 2024) - *SEE NOTE*
- Join the Zoom Meeting –

<https://us06web.zoom.us/j/87660137169?pwd=FubaMoO9GaB69iKN3NI6n5oOkswA3e.1>

Meeting ID: 876 6013 7169

Passcode: 834991

One tap mobile

+12532158782,,87660137169#,,,,*834991# US (Tacoma)

+12532050468,,87660137169#,,,,*834991# US

Find your local number: <https://us06web.zoom.us/j/87660137169?pwd=FubaMoO9GaB69iKN3NI6n5oOkswA3e.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 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. Lance Speirs City Council Oath of Office
- 5. REPORTS**
 - A. Council Comments
 - B. Mayor
 - C. City Administrator & City Staff
- 6. WORKSHOP DISCUSSION – None scheduled**
- 7. ACTION ITEMS**
 - A. Consent Agenda
 - i. Approve **December 19, 2023**, minutes.
 - ii. Approve **January 2, 2024**, Claim Warrants **50865** through **50884** in the amount of **\$90,882.79**.
 - B. Regional Board/Commission/Committee Appointments
- 8. RESOLUTIONS**
 - A. 24-645 City Council Policies and Procedures Update
 - B. 24-648 DSHS Land Lease Amendment #4
 - C. 24-649 Commute Trip Reduction Intergovernmental Agreement
 - D. 24-650 Solar Array Grant Agreement – Commerce
- 9. PUBLIC HEARING – None scheduled.**
- 10. ORDINANCES – None scheduled.**
- 11. EXECUTIVE SESSION – None scheduled.**
- 12. EMERGENCY ORDINANCES – No items listed.**
- 13. UPCOMING AGENDA ITEMS**
- 14. INTERESTED CITIZENS**
- 15. CONCLUSION**

CITY OF MEDICAL LAKE
City Council Regular Meeting

6:30 PM
December 19, 2023

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
Art Kulibert (via Zoom)
Bob Maxwell
Ted Olson
Tony Harbolt
Don Kennedy

Administration/Staff

Terri Cooper, Mayor
Sonny Weathers, City Administrator
Koss Ronholt, Finance Director
Steve Cooper, WWTP 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. Council member Kulibert was present via Zoom and all other council members were present in person.

2. AGENDA APPROVAL

- A. Add item 10B Ordinance 1121 Budget Amendments. Motion to add made by councilmember Kennedy, seconded by councilmember Shaffer, carried 7-0.
- B. Under Section 8A Resolution 23-646, replace the current Face Sheet and Attachment with the one provided to council tonight; it is just a correction to dates. Motion to add made by councilmember Kennedy, seconded by councilmember Maxwell, carried 7-0.
- C. Motion to approve agenda as amended made by councilmember Kennedy, seconded by councilmember Maxwell, carried 7-0.

3. INTERESTED CITIZENS: AUDIENCE REQUESTS AND COMMENTS

- A. None

4. ANNOUNCEMENTS / PROCLAMATIONS / SPECIAL PRESENTATIONS

- A. Regarding committee and board appointments: Mayor Cooper asked councilmember Kennedy if he wanted to continue serving on the Spokane Transit Authority (STA) board. Councilmember Kennedy said he would be happy to step down if someone else was interested. Mr. Speirs is interested as he will be a council member beginning in January. Mayor Cooper stated that the discussion will be continued to the first January meeting and other appointments will be discussed at that time as well.

5. REPORTS

A. Public Safety

- i. FD3 Chief Rohrbach – gave statistics report. There were seventy-two calls in October and sixty-four in November. November numbers included the DSHS campus with eleven calls from there. Numbers are about average for the year. Across the district, numbers are 5% higher than last year at the same time. Continued trend of an 8-11% increase per year. Medical Lake represents around 25% of the entire district. Did interviews with Creative Solutions for a Gray Fire documentary.
- ii. SCSO – reported on the murder suicide in Medical Lake that occurred on November 26, 2023. Deputies responded quickly. Reached out immediately to the school resource officer who was able to reach out to the young victim’s friends. Gave an update on recent thefts. Increasing patrols during times they’ve been occurring. Have some “stings” set up in areas of potential crimes. Stanley self-storage report – fence cut several times; thieves are entering from train tracks side. No identified suspects; no surveillance cameras on site. An arrest was made for the theft at the car wash.

B. Council Comments

- i. Councilmember Pritchard – working with Medical Lake School District; new levy to help with mental health officers. Did a Geo Walk today between Coney Island and Peper Parks. Attended the Housing and Community Development Advisory Committee (HCDAC) stakeholder meetings, grants coming out soon. Asked about Medical Lake trail. Mr. Weathers shared that there is still no firm date for re-opening, but progress is being made.
- ii. Councilmember Shaffer – Winter Festival was amazing. Appreciation to Avista trucks for participating in the parade.
- iii. Councilmember Kennedy – will attend an STA meeting tomorrow and board meeting on Thursday.
- iv. Councilmember Maxwell – General Government Committee met tonight. Trees are being removed from city lots; should be completed this week. WWTP is taking the fire department through the plant to identify safety concerns.
- v. Councilmember Olson – thanked the city for sending him to the AWC Elected Officials Essentials conference.
- vi. Councilmember Harbolt – Winter Festival was outstanding.
- vii. Councilmember Kulibert – shared that this is his final meeting as he is retiring. The Finance Committee reviewed bills and the amendments to the 2023 budget.

C. Mayor

- i. Mayor Cooper shared about Winter Festival. Gave an update on the Long-term Recovery Group. Salvation army on-site Monday through Thursday at the Re*Imagine Medical Lake office 9am-3:30pm. Case management starting for fire victims. She and Mr. Weathers were interviewed by Creative Solutions and will have a video that they can take to Legislature in January. Thanked councilmember Kulibert for his years of service. Employee appreciation lunch, Scott Duncan was awarded Employee of the Year, Sonny Weathers awarded Leader of the Year, and Elisa Rodriguez awarded the Above and Beyond award. Also recognized Larry Lynch from the WWTP and Steve Blymyer from Maintenance, who were nominated by their peers for the Department award.

D. City Administrator & City Staff

- i. Sonny Weathers, City Administrator– echoed sentiments regarding Winter Festival. Thanked volunteers and Re*Imagine Medical Lake. City was featured in Cityvision magazine from AWC. He and Mayor Cooper were interviewed by Medical Lake High School students. Sent council the link to that interview. Very impressed with talent of students. Shared with

council members the opportunity to attend AWC City Action Days on February 7-8, 2023. It is an opportunity to engage in the legislative process and interact with colleagues across the state. Shared update on progress from the year. See attachment A.

6. WORKSHOPS – none scheduled.

7. ACTION ITEMS

A. Consent Agenda

- i. Approve **December 5, 2023**, minutes.
 1. Motion to approve made by councilmember Kennedy, seconded by councilmember Harbolt, carried 7-0.
- ii. Approve **December 19, 2023**, Payroll Claim Warrants **50807** through **50814** and Payroll Payable Warrants **30062** through **30071** in the amount of **\$136,085.63** and Claim Warrants **50815** through **50864** in the amount of **\$252,716.51**.
 1. Motion to approve made by councilmember Kennedy, seconded by councilmember Harbolt, carried 7-0.

8. RESOLUTIONS

A. 23-646 Solar Array Grant Agreement Department of Commerce

- i. Mr. Weathers explained the corrections to the dates. See attachment B.
- ii. Motion to approve as amended made by councilmember Pritchard, seconded by councilmember Shaffer, carried 7-0.

9. PUBLIC HEARING - None

10. ORDINANCES

A. Second Read 1120 Final Budget 2024

- i. Legal counsel read onto the record.
- ii. Motion to approve carried by councilmember Kennedy, seconded by councilmember Pritchard, carried 7-0.

B. First Read 1121 Budget Amendments 23.11-15 (see attachment C)

- i. Legal counsel read onto the record.
- ii. Koss Ronholt, Finance Director, reviewed and explained the amendments.
- iii. Steve Cooper, WWTP Director, explained the amendments pertinent to the WWTP.
- iv. Motion to approve first read and move to second read made by councilmember Kennedy, seconded by councilmember Maxwell, carried 7-0.
- v. Point of order by Sonny Weathers. Need a motion to suspend the rules and conduct both the first and second read of this ordinance.
 1. Motion to suspend rules made by councilmember Harbolt, seconded by councilmember Shaffer, carried 7-0.
- vi. Legal counsel advised that a new motion was needed to approve the ordinance.
- vii. Motion to approve made by councilmember Kennedy, seconded by councilmember Harbolt, carried 7-0.

11. EXECUTIVE SESSION - none

12. EMERGENCY ORDINANCES - none

13. UPCOMING AGENDA ITEMS - none

14. INTERESTED CITIZENS: AUDIENCE REQUESTS AND COMMENTS

A. None

15. CONCLUSION

- A. Motion to conclude at 7:35 pm made by councilmember Pritchard, seconded by councilmember Shaffer, carried 7-0.

Terri Cooper, Mayor

Koss Ronholt, Finance Director/City Clerk

DRAFT

City Council Committees	City Staff/Consultants	Council Members
Finance Committee <i>6 pm 1st & 3rd Tuesdays</i>	Koss Ronholt, Finance Director Mayor Terri Cooper	<i>Vacant</i> Don Kennedy Keli Shaffer
Parks & Rec Committee <i>5:30 pm 1st Tuesday</i>	Glen Horton, P&R Director Sonny Weathers, City Administrator	Tony Harbolt, Chair Chad Pritchard Keli Shaffer
General Government Committee <i>5:30 pm 3rd Tuesday</i>	Sonny Weathers, City Administrator Scott Duncan, Public Works Director Steve Cooper, WWTP Director	Bob Maxwell, Chair Don Kennedy Ted Olson
Public Safety Committee <i>6 pm 3rd Tuesday</i>	Undersheriff Michael Kittilstved Fire Chief Cody Rohrbach Sonny Weathers, City Administrator	Ted Olson, Chair Bob Maxwell <i>Vacant</i>
Citizen Advisory Boards	City Staff/Consultants	Appointees
Planning Commission <i>5:30 pm 4th Thursday</i>	Elisa Rodriguez, City Planner City Attorney Sonny Weathers, City Administrator	Mark Hudson, Chair Judy Mayulianos Marye Jorgenson Andie Mark Carl Munson
Parks and Recreation Advisory Board <i>TBD</i>	Glen Horton, P&R Director Sonny Weathers, City Administrator	Will Mellott Debi Ronholt Ethan Senn Jim Smith
Independent Salary Commission <i>TBD</i>	Koss Ronholt, Finance Director Sonny Weathers, City Administrator	Lahnie Henderson Jim Smith Winston Cook
Spokane County/Regional Boards and Commissions	City Staff/Councilmembers	
Spokane County Broadband PDA (Broadlinc)	Mayor Terri Cooper	
Spokane County Broadband Action Team (BAT)	Sonny Weathers, City Administrator	
Housing & Community Development Advisory Committee (HCDAC)	Council member Chad Pritchard	
Spokane Regional Transportation Council (SRTC)	Mayor Terri Cooper	
SRTC Transportation Technical Committee (TTC)	Sonny Weathers, City Administrator	
Spokane County Growth Management Steering Committee of Elected Officials (SCEO)	Mayor Terri Cooper	
SCEO Planning Technical Advisory Committee (PTAC)	Elisa Rodriguez, City Planner	
Spokane Transit Authority (STA) Board of Directors	Council member Lance Speirs	
Spokane County Long Term Recovery Group	Mayor Terri Cooper	

**CITY OF MEDICAL LAKE
SPOKANE COUNTY, WASHINGTON
RESOLUTION NO. 24-645**

**A RESOLUTION OF THE CITY OF MEDICAL LAKE, WASHINGTON ADOPTING
AMENDED CITY COUNCIL POLICIES AND PROCEDURES**

WHEREAS, pursuant to RCW 35A.12.120, the Medical Lake City Council is required to adopt rules which relate to City Council procedures, order of business, conduct of City Council meetings, and such other matters properly related thereto; and

WHEREAS, the Medical Lake City Council desires to amend the Medical Lake City Council Policies and Procedures as contained in the attached Exhibit A; and

WHEREAS, the Medical Lake City Council has reviewed the amended City Council Policies and Procedures as contained in Exhibit A and finds it to be acceptable and appropriate.

NOW, THEREFORE, be it Resolved by the City Council of the City of Medical Lake, Washington as follows:

1. Policies and Procedures.

The City Council adopts the Policies and Procedures set forth in Exhibit A under the Mayor/Council form of government and shall be assigned city policy number 11.101. For decisions of order, the City shall be governed by the most recent edition of Robert's Rules of Order.

2. Best Efforts.

These Policies and Procedures are designed to assist in the orderly conduct of City Council business. Failure of the City Council to adhere to these Policies and Procedures shall not result in any liability to the City, its officers, its agents and employees nor shall the same result in any invalidation of City Council action.

3. Effective Date. This Resolution shall become effective immediately upon its adoption.

ADOPTED this ____ day of January, 2024.

Mayor Terri Cooper

Attest:

Koss Ronholt, City Clerk

Approved as to Form:

Sean P. Boutz, City Attorney

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 RELEATIONS 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.

**CITY OF MEDICAL LAKE
SPOKANE COUNTY, WASHINGTON
RESOLUTION NO. 24-648**

**A RESOLUTION OF THE CITY OF MEDICAL LAKE APPROVING
LAND LEASE AMENDMENT NO. 4 BETWEEN THE STATE OF
WASHINGTON DEPARTMENT OF SOCIAL HEALTH SERVICES AND THE
CITY OF MEDICAL LAKE, WASHINGTON**

WHEREAS, the City of Medical Lake and State of Washington Department of Social Health Services (“DSHS”) previously entered into a Lease Agreement under Lease Number 6776-57784 (“Lease”) to lease certain real property as set forth therein; and

WHEREAS, the City of Medical Lake and DSHS are desirous of amending the Lease pursuant to the attached Land Lease Amendment No. 4 contained in Exhibit A; and

WHEREAS, Land Lease Amendment No. 4 identifies the revisions to be made to the Lease.

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 Land Lease Amendment No. 4 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 Land Lease Amendment No. 4 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 Land Lease Amendment No. 4 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 2nd day of January, 2024.

Mayor Terri Cooper

Attest:

City Clerk, Koss Ronholt

Approved as to Form:

City Attorney, Sean P. Boutz

**LAND LEASE AMENDMENT No. 4
BETWEEN
THE STATE OF WASHINGTON
THE DEPARTMENT OF SOCIAL HEALTH SERVICES
AND
THE CITY OF MEDICAL LAKE**

This Lease Amendment No. 4 modifies Lease Number 6776-57784 between the State of Washington, Department of Social and Health Services, hereinafter called the Lessor and the City of Medical Lake, hereinafter called the Lessee and will become effective upon full execution by the parties.

Premise: The Lessor hereby leases to the Lessee the following described lands situated in Spokane County, Washington, to wit:

That portion of the NW ¼, Section 19, Township 24 North, Range 41 East, W.M., lying north and west of the (Medical Lake-Tyler Road) State Highway No. 902; and also that portion of the NE ¼ NE ¼, Section 24, Township 24 North, Range 40 East, W.M., lying south of stone pillars of entrance to Eastern Washington State Hospital described as follows: The south 980 feet of the east 1,046.55 feet lying east of the approach road to Eastern Washington State Hospital except the west 30 feet and the south 30 feet thereof for road purposes.

The above described lands contain an area of 45.0 acres, more or less.

No other property owned by DSHS shall be used for any purpose by the Lessee, unless otherwise contracted to do so under a separate agreement.

By Agreement of the above parties, the purpose of this Lease Amendment is to revise the original Lease Agreement as follows:

1. To delete the language in section **1. Occupancy** of the original Lease and replace it in its entirety with the following new language: **1. Occupancy** The lease shall begin 11/01/1967 and terminate on 6/30/2024, unless terminated sooner as provided herein.

All other terms, conditions covenants, and amendments to this Lease, unless specifically altered, modified, or changed herein, remain in full force and effect

IN WITNESS WHEREOF, this Amendment is executed on the latest date by the persons signing below, who warrant that they have the authority to execute the Amendment.

CITY OF MEDICAL LAKE:

DEPARTMENT OF SOCIAL & HEALTH SERVICES:

Signature
Terri Cooper

Print Name

Mayor

Title

Date

Signature
Jeanne Rodriguez

Print Name

Capital Assets Manager

Title

Date

**CITY OF MEDICAL LAKE
SPOKANE COUNTY, WASHINGTON
RESOLUTION NO. 24-649**

**A RESOLUTION OF THE CITY OF MEDICAL LAKE APPROVING AN
INTERGOVERNMENTAL AGREEMENT BETWEEN SPOKANE COUNTY,
WASHINGTON AND THE CITY OF MEDICAL LAKE, WASHINGTON**

WHEREAS, the Washington State Legislature adopted legislation codified in RCW 70A.15.4000-4110 for the purpose of which is to improve air quality, improve transportation system efficiency and reduce the consumption of petroleum fuels through employer-based programs that encourage the use of alternatives to the single occupant vehicle for commute trips and reduce vehicle miles traveled; and

WHEREAS, the Washington State Department of Transportation Public Transportation Division is responsible for administering funds on behalf of the state legislature and is desirous of making available to Spokane County certain funds and requiring Spokane County to enter into agreements through, among other things, the Interlocal Cooperation Act to coordinate the development, implementation and administration of Commute Trip Reduction Plans and Ordinances; and

WHEREAS, pursuant to the Interlocal Cooperation Act, the City of Medical Lake and Spokane County, Washington are agreeable to entering into an Intergovernmental Agreement Between Spokane County and the City of Medical Lake Regarding Commute Trip Reduction Implementation (“Agreement”) as contained in Exhibit A attached hereto; and

WHEREAS, the Agreement identifies the terms and conditions as set forth therein.

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 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 2nd day of January, 2024.

Mayor Terri Cooper

Attest:

City Clerk, Koss Ronholt

Approved as to Form:

City Attorney, Sean P. Boutz

INTERGOVERNMENTAL AGREEMENT
Between Spokane County and the City of Medical Lake
Regarding Commute Trip Reduction Implementation

THIS AGREEMENT, made and entered into by and between the City of Medical Lake, a municipal corporation of the State of Washington, having offices for the transaction of business at 124 S. Lefevre Street, Medical Lake, WA, 99022, hereinafter referred to as the "City" and Spokane County, a political subdivision of the State of Washington, having offices for the transaction of business at West 1026 Broadway Avenue, Spokane, Washington, 99260, hereinafter referred to as the "County," jointly hereinafter referred to as the "Parties."

WITNESSETH

WHEREAS, the Washington State Legislature has adopted legislation codified in RCW ~~70A.15.4000-411070.94.521 through 555~~, the purpose of which is to improve air quality, improve transportation system efficiency and reduce the consumption of petroleum fuels through employer-based programs that encourage the use of alternatives to the single occupant vehicle for commute trips and reduce vehicle miles traveled (VMT); and

WHEREAS, RCW ~~70A.15.402070.94.527~~ requires counties containing urban growth areas and cities and towns with "major employers," that are located within urban growth areas with a state highway segment exceeding the threshold of one hundred person hours of delay or jurisdictions that are located in contiguous urban growth areas, or are within an urban growth area with a population greater than seventy thousand people that adopted an ordinance before the year 2000 or jurisdictions that are located in contiguous urban growth areas, or contain a major employment installation in an affected county to develop ordinances, plans and programs to reduce Vehicle Miles Traveled (VMT) and Single Occupant Vehicle (SOV) commute trips, and thereby reduce vehicle-related air pollution, traffic congestion and energy use, and

WHEREAS, the County and each affected city within Spokane County have adopted Commute Trip Reduction Ordinances and must implement a Commute Trip Reduction (CTR) Plan for all major employers; and

WHEREAS, the Washington State Department of Transportation (WSDOT) Public Transportation Division is responsible for administering funds on behalf of the state legislature and is desirous of making available to Spokane County certain funds and requiring Spokane County to enter into agreements through the Interlocal Cooperation Act or by Resolution or Ordinance as appropriate with other jurisdictions, local transit agencies, or regional transportation planning organizations to coordinate the development, implementation and administration of CTR Plans and Ordinances as described in RCW ~~70A.15.4000-411070.94.521-555~~.

WHEREAS, Spokane County has entered into an agreement with the Washington State Department of Transportation under Agreement No. ~~PTD0845PTD0130~~, hereinafter referred to as "WSDOT Agreement," pursuant to which Spokane County is eligible to receive a reimbursable amount of funds which the County will distribute to itself and cities to implement and administer Commute Trip Reduction Plans and Ordinances; and

WHEREAS, Spokane County has allocated ~~\$20,222\$10,689.30~~ to the City from the Agreement No. ~~PTD0845PTD0130~~ which the City is now desirous of making available to the County to perform those tasks which are the responsibility of the City.

NOW, THEREFORE, for and in consideration of the mutual promises set forth hereinafter, and as authorized under chapter RCW ~~70A.15.402070.94.527~~ (5), the parties hereto do mutually agree as follows:

Section 1: PURPOSE

The County has entered into a WSDOT Agreement with the WSDOT under which it will receive ~~\$647,100\$367,001~~ for two years. This funding is to be allocated to the County and cities within Spokane County for their use in the implementation and administration of their CTR Plans and Ordinances. The County, based upon an allocation formula established by the WSDOT, has determined that the City shall receive ~~\$20,222\$10,689.30~~ from the WSDOT Agreement from which it shall perform certain tasks. The City agrees to its proportionate share of the monies made available to the County in the WSDOT Agreement and agrees to allow Spokane County to retain its proportionate share in consideration of the County performing those tasks as more particularly set forth in Attachment "A" attached hereto and incorporated herein by reference. In conjunction with allowing the County to retain its proportionate share of monies, the City will execute any and all necessary documents which may be required by the WSDOT.

It is understood by the parties hereto, that in order for the County to perform those tasks as set forth in Attachment "A" for the City, the City must perform certain tasks. Attached hereto as Attachment "B" and incorporated herein by reference, is a listing of tasks which the City agrees to perform in conjunction with the County performing those tasks set forth in Attachment "A."

Section 2: DURATION

The County agrees to provide those tasks set forth in Section 1 and complete performing such tasks on or before June 30, ~~2021~~2025.

Section 3: TERMINATION

The parties agree that this Agreement may be terminated by either party for material breach of any provision set forth herein, upon ninety (90) days advance written notice to the other party at the address set forth hereinabove. Provided, however, the parties agree that any notification of termination shall set forth the specific provision(s) for which such notification is

being provided and additionally, advise that if such default is cured within such ninety (90) day time frame, said termination notification shall be of no force and effect.

In the event of termination, the County agrees to provide to the City all written documentation which it has completed to the date of termination under the terms of this Agreement. Additionally, the County agrees to return to the City that portion of the monies set forth in Section 1 hereinabove, which has not been expended by the county, prior to the date of termination, on the City's behalf in providing those tasks as set forth in Attachment "A."

Provided, further, the parties recognize that the WSDOT in Agreement No. ~~PTD0845PTD0130~~, has retained the right to unilaterally terminate all or a part of such contract if there is a reduction of funds from the funding source. Accordingly, in the event that the WSDOT terminates all or part of the WSDOT Agreement with Spokane County, and such action affects the allocation of funds by the County to the City herein, and/or modifies the tasks to be performed hereunder, the parties will immediately meet to renegotiate the provisions of this Agreement.

Section 4: DESIGNATION OF ADMINISTRATOR

The County hereby designated Ms. LeAnn M. Yamamoto, the Spokane County Transportation Demand Management Manager, as its designee for the purpose of administering and coordinating the County's responsibilities under the terms of this Agreement.

Section 5: ACQUISITION/DISPOSITION OF PROPERTY

The parties hereto agree that any real or personal property acquired by the County with those monies made available to the County by the City under Section 1 hereinabove shall be and remain the sole property of the County upon acquisition and/or termination of this Agreement.

Section 6: COMPLIANCE WITH LAWS

The County agrees to observe all applicable federal, state and local laws, ordinances and regulations including, but not necessarily limited to, the Americans with Disabilities Act and chapter 49.60 RCW, to the extent that they may have any bearing on performing those tasks for the City as set forth in Section 1 hereinabove. Additionally, the County agrees to comply with all applicable funding audit requirements of the WSDOT in conjunction with performing those tasks for the City. The County agrees to make available to the City or its duly authorized representative during normal County business hours and all records which it has kept in conjunction with providing those services for the City as set forth herein above.

Section 7: NOTICES

All notices or other communications given under this Agreement shall be considered given on the day such notices or other communications are received when sent by personal delivery; or the third day following the day on which the notice or communication has been mailed by certified mail

delivery, receipt requested and postage prepaid addressed to the other Party at the address set forth below, or at such other address as the Parties shall from time-to-time designate by notice in writing to the other Party:

CITY: Mayor or designee
City of Medical Lake
124 S. Lefevre Street
Medical Lake, WA, 99022

COUNTY: Board of County Commissioners
Spokane County Courthouse
1116 West Broadway Avenue
Spokane, Washington 99260

Section 8: HEADINGS

The section headings in this Agreement have been inserted solely for the purpose of convenience and ready reference. In no way do they purport to, and shall not be deemed to, define, limit or extend the scope or intent of the sections to which they appertain.

Section 9: MODIFICATION

No modification or amendment of this Agreement shall be valid until the same is reduced to writing and executed with the same formalities as this present Agreement.

Section 10: ALL WRITINGS CONTAINED HEREIN

This Agreement contains all the terms and conditions agreed upon by the Parties. No other understandings, oral or otherwise, regarding the subject matter of this Agreement shall be deemed to exist or to bind any of the Parties hereto. The City has read and understands all of this Agreement, and now states that no representation, promise or agreement not expressed in this Agreement has been made to induce the City to execute the same.

Section 11: LIABILITY

The County shall indemnify, defend and hold harmless the City, its officers and employees from all claims, demands, or suits in law or equity arising from the County's intentional or negligent acts or breach of its obligations under the Agreement. The County's duty to indemnify shall not apply to loss or liability caused by the intentional or negligent acts of the City, its officers and employees.

The City shall indemnify, defend and hold harmless the County, its officers and employees from all claims, demands, or suits in law or equity arising from the City's intentional or negligent acts or breach of its obligations under the Agreement. The City's duty to indemnify

shall not apply to loss or liability caused by the intentional or negligent acts of the County, its officers and employees.

If the comparative negligence of the Parties and their officers and employees is a cause of such damage or injury, the liability, loss, cost, or expense shall be shared between the Parties in proportion to their relative degree of negligence and the right of indemnity shall apply to such proportion.

Where an officer or employee of a Party is acting under the direction and control of the other Party, the Party directing and controlling the officer or employee in the activity and/or omission giving rise to liability shall accept all liability for the other Party's officer or employee's negligence.

Each Party's duty to indemnify shall survive the termination or expiration of the Agreement.

Each Party waives, with respect to the other Party only, its immunity under RCW Title 51, Industrial Insurance. The Parties have specifically negotiated this provision.

Section 12: 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 the Agreement, or have solicited, accepted or granted a present or future gift, favor, service or other thing of value from or to any person involved in the Agreement.

Section 13: VENUE STIPULATION

This Agreement has been and shall be construed as having been made and delivered within the State of Washington. This Agreement shall be governed by the laws of the State of Washington both as to interpretation and performance. Any action at law, suit in equity or judicial proceeding for the enforcement of this Agreement, or any of its provisions, shall be instituted only in courts of competent jurisdiction within Spokane County, Washington.

Section 14: COUNTERPARTS

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

Section 15: SEVERABILITY

If any parts, terms or provisions of this Agreement are held by the courts to be illegal, the validity of the remaining portions or provisions shall not be affected and the rights and obligations of the Parties shall not be affected in regard to the remainder of the Agreement. If it should appear that any part, term or provision of this Agreement is in conflict with any statutory

provision of the State of Washington, then the part, term or provision thereof that may be in conflict shall be deemed inoperative and null and void insofar as it may be in conflict therewith and this Agreement shall be deemed to modify to conform to such statutory provision.

Section 16: RCW 39.34 REQUIRED CLAUSES

- A. PURPOSE: See Section 1.
- B. DURATION: See Section 2.
- C. ORGANIZATION OF SEPARATE ENTITY AND ITS POWERS: No new or separate legal or administrative entity is created to administer the provisions of this Agreement.
- D. RESPONSIBILITIES OF THE PARTIES: See Agreement provisions.
- E. AGREEMENT TO BE FILED: The City shall file this Agreement with its City Clerk. The County shall file this Agreement with its County Auditor or place it on its web site or other electronically retrievable public source.
- F. FINANCING: See Section 1.
- G. TERMINATION: See Section 3.
- H. PROPERTY UPON TERMINATION: See Section 5.

IN WITNESS WHEREOF, the parties hereto have hereunto set their hands and seals the day and year first above written.

**BOARD OF COUNTY COMMISSIONERS
OF SPOKANE COUNTY, WASHINGTON**

CITY OF _____

By: _____

Chair

Vice Chair

Commissioner

Commissioner

Commissioner

ATTEST:

Title: _____

ATTEST:

By _____
Ginna Vasquez
Clerk of the Board

Exhibit I
Funding Allocation Methodology

RCW ~~70A.15.408070.94.544~~ authorizes the CTR Board to determine the allocation of program funds made available for the purpose of implementing CTR plans. The funding allocated for local implementation of CTR activities ~~in from~~ July 1, ~~2019-2023~~ through June 30, ~~2021-2025~~ is based on the ~~2019-20212023-2025~~ Commute Trip Reduction (CTR) Notice of Award issued by WSDOT on ~~July 2, 2019~~ June 23, 2023.

ATTACHMENT "A"
STATEMENT OF WORK

The County will:

1. Promote consistency within all affected local government jurisdictions within Spokane County, while serving the City's specific needs.
2. Maintain and administer the City's CTR Ordinances and Plan.
3. Employ a full-time Transportation Demand Management Manager to administer the County's and City's CTR Plans and Ordinances.
4. Take reasonable measures to identify and notify all affected employers within the City.
5. Assist each affected employer within the City in preparing a program and promoting the principles of Transportation Demand Management (TDM) with the employer's employees.
6. Maintain an appeals process consistent with RCW ~~70A.15.4060(e)~~~~70.94.537(2)(e)~~ by which major employers, who as a result of special characteristics of their business or its locations would be unable to meet the requirements of a commute trip reduction plan, may obtain a waiver or modification of those requirements and criteria for determining eligibility for waiver or modification. Within 30 days from the date of approval, submit to WSDOT the name and employer identification code for any worksite that has been granted an exemption. Include information about the duration of all exemptions and information on the type of modification granted.
7. Submit to WSDOT periodic progress reports summarizing the overall CTR implementation costs incurred by the County and shall be reported in a format provided by WSDOT.
8. Provide WSDOT with a public hearing notice and copies of any proposed amendments to the CTR ordinance, plan, and/or administrative guidelines within the first week of the public review period and final copies of all actions within one (1) month of adoption.
9. Coordinate and administer baseline and measurement CTR employer surveys. Provide employer survey assistance, training and state-supplied survey forms.
10. Notify WSDOT prior to sending any surveys to University of Washington for processing. The notification must include the name of the worksite, employer identification code and type of survey for each survey being submitted for processing. The notification shall be

submitted as an electronic spreadsheet via electronic mail. The County agrees to wait for confirmation from WSDOT prior to sending or delivering the surveys for processing.

11. Provide WSDOT with updated lists of affected worksites and jurisdiction contacts on a periodic basis or as requested by WSDOT. These updates will be submitted electronically in a format specified by WSDOT.
12. Continue to monitor the programs of each of the affected employers in the City to determine compliance with the CTR Ordinance and Plan. Complete annual review of employer CTR programs including a determination as to whether the employer is acting in good faith to meet the goals established by the CTR Law.
13. Provide on-going support to all employer designated Employee Transportation Coordinators (ETCs) and assist ETCs in facilitating regular employer networking opportunities and obtaining information necessary to perform their duties including information materials that explain a range of measures and activities to encourage employee use of commute alternatives.
14. Market available services to affected employers to assist in accomplishing CTR goals.
15. Work collaboratively with and provide technical guidance and support to employers in developing successful CTR programs.
16. Conduct at least one Basic ETC Training Course per year, using WSDOT-provided ETC Handbook and other training materials reviewed and approved by WSDOT.
17. Provide employers with written information on basic requirements of the CTR ordinance and goals set forth in approved CTR plans.
18. Attend transportation or health/benefits fairs at affected employer worksites to encourage high-occupancy vehicle commuting and promote the employer's CTR program.
19. Design, construct and distribute worksite Commuting Options Boards. Provide professional materials such as brochures, flyers, posters, newsletters, clip art and other tools to assist employer implementation of worksite CTR programs.
20. Provide all affected employers with the WSDOT-approved "Program Description & Employer Annual Report" form. Ensure completed reports are submitted by affected employers to meet applicable deadlines.
21. Submit to WSDOT periodic invoices along with progress reports that accurately assess the progress made by County, on behalf of City, in implementing RCW [70A.15.4000-411070.94.521-555](#).
Report contents include:
 - a. Detailed summary of CTR events and projects, including implementation assistance provided to affected employers within the City;

- b. Actual total CTR expenditures used by the County for all state CTR funds expended by the County during the previous quarter for the purpose of CTR implementation using WSDOT pre-approved format;
 - c. Updated list of affected employers and worksites (electronic);
 - d. Total number of worksites by jurisdiction;
 - e. List of sites which have applied for exemptions or modifications;
22. Establish and maintain books, records, documents and other evidence and accounting procedures and practices sufficient to reflect properly all direct and indirect costs of whatever nature claimed to have been incurred and anticipated to be incurred solely for the performance of this Agreement. Establish and maintain a separate "CTR Account" within Spokane County along with supporting documentation such as payroll and time records, invoices, contracts, vouchers or products proving in proper detail the nature and propriety of the charges.
 23. Participate in local implementation of statewide CTR public awareness and recognition programs developed by WSDOT.
 24. Offer recommendations to the City for policies on parking and site design which will encourage the use of alternative transportation modes.
 25. Encourage employers to develop site designs and improvements to office and industrial sites that promote the use of alternative transportation modes.
 26. Assist WSDOT with CTR evaluation.
 27. Serve as liaison between WSDOT and cities, towns, transit agencies and regional transportation planning organizations for the purpose of RCW [70A.15.4000-411070.94.521-555](#).
 28. Continue applying for funding opportunities to further encourage the use of commute alternatives.

ATTACHMENT "B"
STATEMENT OF WORK

The City will:

1. Provide Spokane County with copies of any proposed amendments to the CTR Plan and Ordinance.
2. Provide Spokane County with copies of any CTR-related amendments to parking ordinances prior to public review.
3. Develop, implement and maintain its own CTR Program as an affected employer or as otherwise specified in the CTR Board Guidelines or RCW ~~70A.15.4000-411070.94.521-555~~.
4. Reimburse the County for the services provided by this Agreement in an amount equal to the City's share of the CTR funding as provided in RCW ~~70A.15.408070.94.544~~.

**CITY OF MEDICAL LAKE
SPOKANE COUNTY, WASHINGTON
RESOLUTION NO. 24-650**

**A RESOLUTION OF THE CITY OF MEDICAL LAKE APPROVING AN
ENERGY TECHNOLOGY GRANT AGREEMENT BETWEEN THE
WASHINGTON STATE DEPARTMENT OF COMMERCE AND THE CITY OF
MEDICAL LAKE**

WHEREAS, the City of Medical Lake (“City”) has been awarded a grant of Two Hundred and Ten Thousand Eight Hundred and Sixty-Seven Dollars (\$210,867.00) from the Department of Commerce (“Commerce”) to furnish and install a solar Photovoltaic system at the City’s Wastewater Treatment Plant services; and

WHEREAS, the parties will enter into a Grant Agreement (“Agreement”) for funding in the amount of \$210,867; and

WHEREAS, City Staff recommends the City Council approve the 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 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 ___ day of _____, 2024.

Mayor, Terri Cooper

Attest:

Approved as to Form:

Koss Ronholt, City Clerk

City Attorney, Sean P. Boutz



Capital Agreement with

City of Medical Lake

through

**Energy Programs in Communities Unit – Energy Retrofits for Public
Buildings: Solar 2022**

Contract Number: 23-92601-912

For

City of Medical Lake WWTP Solar

Dated: Wednesday, March 1, 2023

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Face Sheet

Contract Number: 23-92601-912

**Washington State Department of Commerce
Energy Division
Energy Programs in Communities Unit
Energy Retrofits for Public Buildings – Solar**

1. Grantee City of Medical Lake 124 S. LeFevre Medical Lake, WA 99022		2. Grantee Doing Business As (as applicable)		
3. Grantee Representative Scott Duncan 206-393-4765 sduncan@medical-lake.org		4. COMMERCE Representative Paul Larsen Program Manager 360-725-2748 solar@commerce.wa.gov <div style="float: right; text-align: right;"> 1011 Plum Street SE P.O. Box 42525 Olympia, WA 98504-2525 </div>		
5. Grant Amount \$210,867.00	6. Funding Source Federal: <input type="checkbox"/> State: <input checked="" type="checkbox"/> Other: <input type="checkbox"/> N/A: <input type="checkbox"/>	7. Start Date 3/01/2023	8. End Date 7/31/2025	
9. Federal Funds (as applicable) N/A		Federal Agency: N/A <div style="text-align: right; margin-top: 5px;"> <u>ALN</u> N/A </div>		
10. Tax ID # 91-6001460	11. SWV # SWV0018461-00	12. UBI # 325-000-010	13. UEI #	
14. Contract Purpose To furnish and install a solar Photovoltaic (PV) system rated for 103.53 kW DC / 99.9 kW AC at the City of Medical Lake Wastewater Treatment Plant.				
COMMERCE, defined as the Department of Commerce, and Grantee acknowledge and accept the terms of this Contract and attachments and have executed this Contract on the date below to start as of the date and year referenced above. The rights and obligations of both parties to this Contract are governed by this Contract and the following other documents incorporated by reference: Grantee Terms and Conditions including Attachment “A” – Scope of Work, Attachment “B” – Budget, Attachment “C” – Proviso.				
FOR GRANTEE <hr style="border: 0; border-top: 1px solid black; margin-bottom: 5px;"/> Terri Cooper, Mayor <hr style="border: 0; border-top: 1px solid black; margin-bottom: 5px;"/> Date		FOR COMMERCE <hr style="border: 0; border-top: 1px solid black; margin-bottom: 5px;"/> Michael Furze, Assistant Director, Energy Division <hr style="border: 0; border-top: 1px solid black; margin-bottom: 5px;"/> Date APPROVED AS TO FORM ONLY BY ASSISTANT ATTORNEY GENERAL APPROVAL ON FILE		

Program Specific Terms and Conditions

As identified herein, notwithstanding General Terms and Conditions Sections, the following Program Specific Terms and Conditions take precedence over any similarly referenced Special or General Terms and Conditions:

1. SUBCONTRACTING (REPLACES GENERAL TERMS AND CONDITIONS #37)

The Grantee shall maintain written procedures related to subcontracting, as well as copies of all subcontracts and records related to subcontracts. For cause, COMMERCE in writing may: (a) require the Grantee to amend its subcontracting procedures as they relate to this Agreement; (b) prohibit the Grantee from subcontracting with a particular person or entity; or (c) require the Grantee to rescind or amend a subcontract.

Every subcontract shall bind the Subcontractor to follow all applicable terms of this Agreement. The Grantee is responsible to COMMERCE if the Subcontractor fails to comply with any applicable term or condition of this Agreement. The Grantee shall appropriately monitor the activities of the Subcontractor to assure fiscal conditions of this Agreement. In no event shall the existence of a subcontract operate to release or reduce the liability of the Grantee to COMMERCE for any breach in the performance of the Grantee's duties.

Every subcontract shall include a term that COMMERCE and the State of Washington are not liable for claims or damages arising from a Subcontractor's performance of the subcontract.

2. TREATMENT OF ASSETS (REPLACES GENERAL TERMS AND CONDITIONS #43)

The parties do not anticipate that Commerce will furnish property (other than the state funds granted herein) to Grantee for use in Grantee's performance under this Agreement; provided, however, that title to any other property that may be so furnished by Commerce shall remain in Commerce. Commerce claims no ownership for the materials, goods, or services purchased by the Grantee for the completion of this Agreement, regardless of reimbursement status under this agreement.

- A. Any property of Commerce furnished to the Grantee shall, unless otherwise provided herein or approved by Commerce, be used only for the performance of this agreement.
- B. The Grantee shall be responsible for any loss or damage to property of Commerce that results from the negligence of the Grantee or which results from the failure on the part of the Grantee to maintain and administer that property in accordance with sound management practices.
- C. If any Commerce property is lost, destroyed or damaged, the Grantee shall immediately notify Commerce and shall take all reasonable steps to protect the property from further damage.
- D. The Grantee shall surrender to Commerce all property of Commerce prior to settlement upon completion, termination or cancellation of this agreement
All reference to the Grantee under this clause shall also include Grantee's employees, agents or subcontractors.

3. 2022 SOLAR GRANT REQUIREMENTS

Grantee agrees to comply with the requirements and follow the guidelines as outlined in the Request for Applications dated June 2022 (the "RFA"), incorporated by this reference as if fully set forth herein. In the event of conflict between the RFA and the agreement, the Agreement prevails.

4. REPORTING REQUIREMENTS

During the construction phase of the Scope of Work, the Grantee must provide quarterly written reports to Commerce for project update purposes. Quarterly reports are due no later than 15 days after the end of each quarter or at the time of invoice for the quarter to be reported. The report form will be provided by Commerce. The intent is to collect a description of the project activity that occurred during the period, including but not limited to:

- a. A narrative summarizing project activities, risks and issues mitigated, and lessons learned;
- b. The project milestones met to date and anticipated in the subsequent quarter;
- c. Any additional metrics required from the capital budget proviso, legislature, governor's office, or Commerce;
- d. Quarterly updated budget projections for project expenditures;
- e. The grant expenditures to date and anticipated in the next quarter.

Special Terms and Conditions

1. AUTHORITY

COMMERCE and Contractor enter into this Contract pursuant to the authority granted by Chapter 39.34 RCW.

2. AGREEMENT MANAGEMENT

The Representative for each of the parties shall be responsible for and shall be the contact person for all communications and billings regarding the performance of this Agreement.

The Representative for COMMERCE and their contact information are identified on the Face Sheet of this Agreement.

The Representative for the Grantee and their contact information are identified on the Face Sheet of this Agreement.

3. COMPENSATION

COMMERCE shall pay an amount not to exceed \$210,867.00 for up to 50% percent of the total cost incurred by the Grantee for the performance of all things necessary for or incidental to the performance of work as set forth in the Scope of Work. Grantee's compensation for services rendered shall be based on the schedule set forth in attached Budget.

4. BILLING PROCEDURES AND PAYMENT

COMMERCE will pay Grantee upon acceptance of services provided and receipt of properly completed invoices, which shall be submitted to the Representative for COMMERCE via the Commerce Contracts Management System.

If required, the attachments to the invoice request in the Commerce Contracts Management System shall describe and document, to COMMERCE's satisfaction, a description of the work performed, the progress of the project, and fees.

The invoice shall include the Contract Number identified on the Face Sheet of this Agreement.

Payment shall be considered timely if made by COMMERCE within thirty (30) calendar days after receipt of properly completed invoices. Payment shall be sent to the address designated by the Grantee.

COMMERCE may, in its sole discretion, terminate the Agreement or withhold payments claimed by the Grantee for services rendered if the Grantee fails to satisfactorily comply with any term or condition of this Agreement.

No payments in advance or in anticipation of services or supplies to be provided under this Agreement shall be made by COMMERCE.

Invoices and End of Fiscal Year

Invoices are due on the 20th of the month following the provision of services.

Final invoices for a state fiscal year may be due sooner than the 20th and Commerce will provide notification of the end of fiscal year due date.

The Grantee must invoice for all expenses from the beginning of the agreement through June 30, regardless of the agreement start and end date.

Duplication of Billed Costs

The Grantee shall not bill COMMERCE for services performed under this Agreement, and COMMERCE shall not pay the Grantee, if the Grantee is entitled to payment or has been or will be paid by any other source, including grants, for that service.

Disallowed Costs

The Grantee is responsible for any audit exceptions or disallowed costs incurred by its own organization or that of its subcontractors.

COMMERCE may, in its sole discretion, withhold ten percent (10%) from each payment until acceptance by COMMERCE of the final report (or completion of the project, etc.).

5. SUBCONTRACTOR DATA COLLECTION

Grantee will submit reports, in a form and format to be provided by Commerce and at intervals as agreed by the parties, regarding work under this Agreement performed by subcontractors and the portion of Agreement funds expended for work performed by subcontractors, including but not necessarily limited to minority-owned, woman-owned, and veteran-owned business subcontractors. "Subcontractors" shall mean subcontractors of any tier.

6. HISTORICAL OR CULTURAL ARTIFACTS

Prior to approval and disbursement of any funds awarded under this Agreement, Grantee shall complete the requirements of Governor's Executive Order 21-02, where applicable, or Grantee shall complete a review under Section 106 of the National Historic Preservation Act, if applicable. Grantee agrees that the Grantee is legally and financially responsible for compliance with all laws, regulations, and agreements related to the preservation of historical or cultural resources and agrees to hold harmless COMMERCE and the state of Washington in relation to any claim related to such historical or cultural resources discovered, disturbed, or damaged as a result of the project funded by this Agreement.

In addition to the requirements set forth in this Agreement, Grantee shall, in accordance with Governor's Executive Order 21-02 coordinate with Commerce and the Washington State Department of Archaeology and Historic Preservation ("DAHP"), including any recommended consultation with any affected tribe(s), during Project design and prior to construction to determine the existence of any tribal cultural resources affected by Project. Grantee agrees to avoid, minimize, or mitigate impacts to the cultural resource as a continuing prerequisite to receipt of funds under this Agreement.

The Grantee agrees that, unless the Grantee is proceeding under an approved historical and cultural monitoring plan or other memorandum of agreement, if historical or cultural artifacts are discovered during construction, the Grantee shall immediately stop construction and notify the local historical preservation officer and the state's historical preservation officer at DAHP, and the Commerce Representative identified on the Face Sheet. If human remains are uncovered, the Grantee shall report the presence and location of the remains to the coroner and local enforcement immediately, then contact DAHP and the concerned tribe's cultural staff or committee.

The Grantee shall require this provision to be contained in all subcontracts for work or services related to the Scope of Work attached hereto.

In addition to the requirements set forth in this Agreement, Grantee agrees to comply with RCW 27.44 regarding Indian Graves and Records; RCW 27.53 regarding Archaeological Sites and Resources; RCW 68.60 regarding Abandoned and Historic Cemeteries and Historic Graves; and WAC 25-48 regarding Archaeological Excavation and Removal Permit.

Completion of the requirements of Section 106 of the National Historic Preservation Act shall substitute for completion of Governor's Executive Order 21-02.

In the event that the Grantee finds it necessary to amend the Scope of Work the Grantee may be required to re-comply with Governor's Executive Order 21-02 or Section 106 of the National Historic Preservation Act.

7. INSURANCE

The Grantee shall provide insurance coverage as set out in this section. The intent of the required insurance is to protect the State should there be any claims, suits, actions, costs, damages or expenses arising from any loss, or negligent or intentional act or omission of the Grantee or Subcontractor, or agents of either, while performing under the terms of this Agreement. Failure to maintain the required insurance coverage may result in termination of this Agreement.

The insurance required shall be issued by an insurance company authorized to do business within the state of Washington. Except for Professional Liability or Errors and Omissions Insurance, the insurance shall name the state of Washington, its agents, officers, and employees as additional insureds under the insurance policy. All policies shall be primary to any other valid and collectable insurance. The Grantee shall provide COMMERCE thirty (30) calendar days' advance notice of any insurance cancellation, non-renewal or modification.

The Grantee shall submit to COMMERCE within fifteen (15) calendar days of a written request by COMMERCE, a certificate of insurance which outlines the coverage and limits defined in this insurance section. During the term of the Agreement, if required or requested, the Grantee shall submit renewal certificates not less than thirty (30) calendar days prior to expiration of each policy required under this section.

The Grantee shall provide, at COMMERCE's request, copies of insurance instruments or certifications from the insurance issuing agency. The copies or certifications shall show the insurance coverage, the designated beneficiary, who is covered, the amounts, the period of coverage, and that COMMERCE will be provided thirty (30) days' advance written notice of cancellation.

The Grantee shall provide insurance coverage that shall be maintained in full force and effect during the term of this Agreement, as follows:

Commercial General Liability Insurance Policy. Provide a Commercial General Liability Insurance Policy, including contractual liability, written on an occurrence basis, in adequate quantity to protect against legal liability arising out of contract activity but no less than \$1,000,000 per occurrence. Additionally, the Grantee is responsible for ensuring that any Subcontractors provide adequate insurance coverage for the activities arising out of subcontracts.

8. FRAUD AND OTHER LOSS REPORTING

Grantee shall report in writing all known or suspected fraud or other loss of any funds or other property furnished under this Agreement immediately or as soon as practicable to the Commerce Representative identified on the Face Sheet.

9. ORDER OF PRECEDENCE

In the event of an inconsistency in this Agreement, the inconsistency shall be resolved by giving precedence in the following order:

- Applicable federal and state of Washington statutes and regulations
- Attachment C – Proviso
- Program Specific Terms and Conditions
- Special Terms and Conditions
- General Terms and Conditions
- Attachment A – Scope of Work
- Attachment B – Budget

General Terms and Conditions

1. DEFINITIONS

As used throughout this Agreement, the following terms shall have the meaning set forth below:

- A. "Authorized Representative" shall mean the Director and/or the designee authorized in writing to act on the Director's behalf.
- B. "COMMERCE" shall mean the Washington Department of Commerce.
- C. "Contract" or "Agreement" or "Grant" means the entire written agreement between COMMERCE and the Grantee, including any Exhibits, documents, or materials incorporated by reference. E-mail or Facsimile transmission of a signed copy of this agreement shall be the same as delivery of an original.
- D. "Grantee" shall mean the entity identified on the face sheet performing service(s) under this Agreement, and shall include all employees and agents of the Grantee.
- E. "Personal Information" shall mean information identifiable to any person, including, but not limited to, information that relates to a person's name, health, finances, education, business, use or receipt of governmental services or other activities, addresses, telephone numbers, social security numbers, driver license numbers, other identifying numbers, and any financial identifiers and "Protected Health Information" under the federal Health Insurance Portability and Accountability Act of 1996 (HIPAA).
- F. "State" shall mean the state of Washington.
- G. "Subcontractor" shall mean one not in the employment of the Grantee, who is performing all or part of those services under this Agreement under a separate contract with the Grantee. The terms "subcontractor" and "subcontractors" mean subcontractor(s) in any tier.

2. ALLOWABLE COSTS

Costs allowable under this Agreement are actual expenditures according to an approved budget up to the maximum amount stated on the Contract Award or Amendment Face Sheet.

3. ALL WRITINGS CONTAINED HEREIN

This Agreement contains all the terms and conditions agreed upon by the parties. No other understandings, oral or otherwise, regarding the subject matter of this Agreement shall be deemed to exist or to bind any of the parties hereto.

4. 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 personnel authorized to bind each of the parties.

5. AMERICANS WITH DISABILITIES ACT (ADA) OF 1990, PUBLIC LAW 101-336, also referred to as the "ADA" 28 CFR Part 35

The Grantee must comply with the ADA, which provides comprehensive civil rights protection to individuals with disabilities in the areas of employment, public accommodations, state and local government services, and telecommunications.

6. APPROVAL

This agreement shall be subject to the written approval of COMMERCE's Authorized Representative and shall not be binding until so approved. The agreement may be altered, amended, or waived only by a written amendment executed by both parties.

7. ASSIGNMENT

Neither this Agreement, nor any claim arising under this Agreement, shall be transferred or assigned by the Grantee without prior written consent of COMMERCE.

8. ATTORNEYS' FEES

Unless expressly permitted under another provision of the Agreement, in the event of litigation or other action brought to enforce Agreement terms, each party agrees to bear its own attorneys' fees and costs.

9. CODE REQUIREMENTS

All construction and rehabilitation projects must satisfy the requirements of applicable local, state, and federal building, mechanical, plumbing, fire, energy and barrier-free codes. Compliance with the Americans with Disabilities Act of 1990 28 C.F.R. Part 35 will be required, as specified by the local building Department.

10. CONFIDENTIALITY/SAFEGUARDING OF INFORMATION

A. "Confidential Information" as used in this section includes:

- i. All material provided to the Grantee by COMMERCE that is designated as "confidential" by COMMERCE;
- ii. All material produced by the Grantee that is designated as "confidential" by COMMERCE; and
- iii. All Personal Information in the possession of the Grantee that may not be disclosed under state or federal law.

B. The Grantee shall comply with all state and federal laws related to the use, sharing, transfer, sale, or disclosure of Confidential Information. The Grantee shall use Confidential Information solely for the purposes of this Agreement and shall not use, share, transfer, sell or disclose any Confidential Information to any third party except with the prior written consent of COMMERCE or as may be required by law. The Grantee shall take all necessary steps to assure that Confidential Information is safeguarded to prevent unauthorized use, sharing, transfer, sale or disclosure of Confidential Information or violation of any state or federal laws related thereto. Upon request, the Grantee shall provide COMMERCE with its policies and procedures on confidentiality. COMMERCE may require changes to such policies and procedures as they apply to this Agreement whenever COMMERCE reasonably determines that changes are necessary to prevent unauthorized disclosures. The Grantee shall make the changes within the time period specified by COMMERCE. Upon request, the Grantee shall immediately return to COMMERCE any Confidential Information that COMMERCE reasonably determines has not been adequately protected by the Grantee against unauthorized disclosure.

C. Unauthorized Use or Disclosure. The Grantee shall notify COMMERCE within five (5) working days of any unauthorized use or disclosure of any confidential information, and shall take necessary steps to mitigate the harmful effects of such use or disclosure.

11. CONFORMANCE

If any provision of this agreement violates any statute or rule of law of the state of Washington, it is considered modified to conform to that statute or rule of law.

12. CONFLICT OF INTEREST

Notwithstanding any determination by the Executive Ethics Board or other tribunal, COMMERCE may, in its sole discretion, by written notice to the Grantee terminate this agreement if it is found after due notice and examination by COMMERCE that there is a violation of the Ethics in Public Service Act, Chapters 42.52 RCW and 42.23 RCW; or any similar statute involving the Grantee in the procurement of, or performance under this agreement.

Specific restrictions apply to contracting with current or former state employees pursuant to chapter 42.52 of the Revised Code of Washington. The Grantee and their subcontractor(s) must identify any person employed in any capacity by the state of Washington that worked with the COMMERCE program executing this Agreement, including but not limited to formulating or drafting the legislation, participating in procurement planning and execution, awarding contracts, and monitoring contracts, during the 24-month period preceding the start date of this Agreement. Identify the individual by name, the agency previously or currently employed by, job title or position held, and separation date. If it is determined by Commerce that a conflict of interest exists, the Grantee may be disqualified from further consideration for the award of an Agreement.

In the event this agreement is terminated as provided above, Commerce shall be entitled to pursue the same remedies against the Grantee as it could pursue in the event of a breach of the agreement by the Grantee. The rights and remedies of Commerce provided for in this clause shall not be exclusive and are in addition to any other rights and remedies provided by law. The existence of facts upon which Commerce makes any determination under this clause shall be an issue and may be reviewed as provided in the "Disputes" clause of this agreement.

13. COPYRIGHT

Unless otherwise provided, all Materials produced under this Agreement shall be considered "works for hire" as defined by the U.S. Copyright Act and shall be owned by COMMERCE. COMMERCE shall be considered the author of such Materials. In the event the Materials are not considered "works for hire" under the U.S. Copyright laws, the Grantee hereby irrevocably assigns all right, title, and interest in all Materials, including all intellectual property rights, moral rights, and rights of publicity to COMMERCE effective from the moment of creation of such Materials.

"Materials" means all items in any format and includes, but is not limited to, data, reports, documents, pamphlets, advertisements, books, magazines, surveys, studies, computer programs, films, tapes, and/or sound reproductions. "Ownership" includes the right to copyright, patent, register and the ability to transfer these rights.

For Materials that are delivered under the Agreement, but that incorporate pre-existing materials not produced under the Agreement, the Grantee hereby grants to COMMERCE a nonexclusive, royalty-free, irrevocable license (with rights to sublicense to others) in such Materials to translate, reproduce, distribute, prepare derivative works, publicly perform, and publicly display. The Grantee warrants and represents that the Grantee has all rights and permissions, including intellectual property rights, moral rights and rights of publicity, necessary to grant such a license to COMMERCE.

The Grantee shall exert all reasonable effort to advise COMMERCE, at the time of delivery of Materials furnished under this Agreement, of all known or potential invasions of privacy contained therein and of any portion of such document which was not produced in the performance of this Agreement. The Grantee shall provide COMMERCE with prompt written notice of each notice or claim of infringement received by the Grantee with respect to any Materials delivered under this Agreement. COMMERCE shall have the right to modify or remove any restrictive markings placed upon the Materials by the Grantee.

14. DISALLOWED COSTS

The Grantee is responsible for any audit exceptions or disallowed costs incurred by its own organization or that of its Subcontractors.

15. DISPUTES

In the event that a dispute arises under this Agreement, it shall be determined by a Dispute Board in the following manner: Each party to this Agreement shall appoint one member to the Dispute Board. The members so appointed shall jointly appoint an additional member to the Dispute Board. The Dispute Board shall review the facts, Agreement terms and applicable statutes and rules and make a determination of the dispute. The Dispute Board shall thereafter decide the dispute with the majority prevailing. The determination of the Dispute Board shall be final and binding on the parties hereto. As an alternative to this process, either of the parties may request intervention by the Governor, as provided by RCW 43.17.330, in which event the Governor's process will control.

16. DUPLICATE PAYMENT

Grantee certifies that work to be performed under this agreement does not duplicate any work to be charged against any other agreement, subcontract, or other source.

17. GOVERNING LAW AND VENUE

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

18. INDEMNIFICATION

Each party shall be solely responsible for the acts of its employees, officers, and agents.

19. INDEPENDENT CAPACITY OF THE GRANTEE

The parties intend that an independent contractor relationship will be created by this Agreement. The Grantee and its employees or agents performing under this Agreement are not employees or agents of the state of Washington or COMMERCE. The Grantee will not hold itself out as or claim to be an officer or employee of COMMERCE or of the state of Washington by reason hereof, nor will the Grantee make any claim of right, privilege or benefit which would accrue to such officer or employee under law. Conduct and control of the work will be solely with the Grantee.

20. INDUSTRIAL INSURANCE COVERAGE

The Grantee shall comply with all applicable provisions of Title 51 RCW. If the Grantee fails to provide industrial insurance coverage or fails to pay premiums or penalties on behalf of its employees as may be required by law, COMMERCE may collect from the Grantee the full amount payable to the Industrial Insurance Accident Fund. COMMERCE may deduct the amount owed by the Grantee to the accident fund from the amount payable to the Grantee by COMMERCE under this Agreement, and transmit the deducted amount to the Department of Labor and Industries, (L&I) Division of Insurance Services. This provision does not waive any of L&I's rights to collect from the Grantee.

21. LAWS

The Grantee shall comply with all applicable laws, ordinances, codes, regulations and policies of local, state, and federal governments, as now or hereafter amended.

22. LICENSING, ACCREDITATION AND REGISTRATION

The Grantee shall comply with all applicable local, state, and federal licensing, accreditation and registration requirements or standards necessary for the performance of this Agreement.

23. LIMITATION OF AUTHORITY

Only the Authorized Representative or Authorized Representative's designee by writing (designation to be made prior to action) shall have the express, implied, or apparent authority to alter, amend, modify, or waive any clause or condition of this Agreement.

24. LOCAL PUBLIC TRANSPORTATION COORDINATION

Where applicable, Grantee shall participate in local public transportation forums and implement strategies designed to ensure access to services.

25. NONCOMPLIANCE WITH NONDISCRIMINATION LAWS

During the performance of this Agreement, the Grantee shall comply with all federal, state, and local nondiscrimination laws, regulations and policies. In the event of the Grantee's non-compliance or refusal to comply with any nondiscrimination law, regulation or policy, this Agreement may be rescinded, canceled or terminated in whole or in part, and the Grantee may be declared ineligible for further contracts with COMMERCE. The Grantee shall, however, be given a reasonable time in which to cure this noncompliance. Any dispute may be resolved in accordance with the "Disputes" procedure set forth herein.

The funds provided under this agreement may not be used to fund religious worship, exercise, or instruction. No person shall be required to participate in any religious worship, exercise, or instruction in order to have access to the facilities funded by this agreement.

26. PAY EQUITY

The Grantee agrees to ensure that "similarly employed" individuals in its workforce are compensated as equals, consistent with the following:

- A.** Employees are "similarly employed" if the individuals work for the same employer, the performance of the job requires comparable skill, effort, and responsibility, and the jobs are performed under similar working conditions. Job titles alone are not determinative of whether employees are similarly employed;
- B.** Grantee may allow differentials in compensation for its workers if the differentials are based in good faith and on any of the following:
 - i.** A seniority system; a merit system; a system that measures earnings by quantity or quality of production; a bona fide job-related factor or factors; or a bona fide regional difference in compensation levels.
 - ii.** A bona fide job-related factor or factors may include, but not be limited to, education, training, or experience that is: Consistent with business necessity; not based on or derived from a gender-based differential; and accounts for the entire differential.
 - iii.** A bona fide regional difference in compensation level must be: Consistent with business necessity; not based on or derived from a gender-based differential; and account for the entire differential.

This Agreement may be terminated by the Department, if the Department or the Department of Enterprise Services determines that the Grantee is not in compliance with this provision.

27. POLITICAL ACTIVITIES

Political activity of Grantee employees and officers are limited by the State Campaign Finances and Lobbying provisions of Chapter 42.17A RCW and the Federal Hatch Act, 5 USC 1501 - 1508.

No funds may be used for working for or against ballot measures or for or against the candidacy of any person for public office.

28. PREVAILING WAGE LAW

The Grantee certifies that all contractors and subcontractors performing work on the Project shall comply with state Prevailing Wages on Public Works, Chapter 39.12 RCW, as applicable to the Project funded by this agreement, including but not limited to the filing of the "Statement of Intent to Pay Prevailing Wages" and "Affidavit of Wages Paid" as required by RCW 39.12.040. The Grantee

shall maintain records sufficient to evidence compliance with Chapter 39.12 RCW, and shall make such records available for COMMERCE's review upon request.

29. PROHIBITION AGAINST PAYMENT OF BONUS OR COMMISSION

The funds provided under this Agreement shall not be used in payment of any bonus or commission for the purpose of obtaining approval of the application for such funds or any other approval or concurrence under this Agreement provided, however, that reasonable fees or bona fide technical consultant, managerial, or other such services, other than actual solicitation, are not hereby prohibited if otherwise eligible as project costs.

30. PUBLICITY

The Grantee agrees not to publish or use any advertising or publicity materials in which the state of Washington or COMMERCE's name is mentioned, or language used from which the connection with the state of Washington's or COMMERCE's name may reasonably be inferred or implied, without the prior written consent of COMMERCE.

31. RECAPTURE

In the event that the Grantee fails to perform this Agreement in accordance with state laws, federal laws, and/or the provisions of this Agreement, COMMERCE reserves the right to recapture funds in an amount to compensate COMMERCE for the noncompliance in addition to any other remedies available at law or in equity.

Repayment by the Grantee of funds under this recapture provision shall occur within the time period specified by COMMERCE. In the alternative, COMMERCE may recapture such funds from payments due under this Agreement.

32. RECORDS MAINTENANCE

The Grantee 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 that sufficiently and properly reflect all direct and indirect costs of any nature expended in the performance of this agreement.

The Grantee 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 COMMERCE, personnel duly authorized by COMMERCE, 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.

33. REGISTRATION WITH DEPARTMENT OF REVENUE

If required by law, the Grantee shall complete registration with the Washington State Department of Revenue.

34. RIGHT OF INSPECTION

At no additional cost all records relating to the Grantee's performance under this Agreement shall be subject at all reasonable times to inspection, review, and audit by COMMERCE, the Office of the State Auditor, and federal and state officials so authorized by law, in order to monitor and evaluate performance, compliance, and quality assurance under this Agreement. The Grantee shall provide access to its facilities for this purpose.

35. SAVINGS

In the event funding from state, federal, or other sources is withdrawn, reduced, or limited in any way after the effective date of this Agreement and prior to normal completion, COMMERCE may suspend

or terminate the Agreement under the "Termination for Convenience" clause, without the ten business day notice requirement. In lieu of termination, the Agreement may be amended to reflect the new funding limitations and conditions.

36. SEVERABILITY

The provisions of this agreement are intended to be severable. If any term or provision is illegal or invalid for any reason whatsoever, such illegality or invalidity shall not affect the validity of the remainder of the agreement.

37. SUBCONTRACTING (REPLACED BY PROGRAM SPECIFIC TERMS AND CONDITIONS SECTION #1)

~~The Grantee may only subcontract work contemplated under this Agreement if it obtains the prior written approval of COMMERCE.~~

~~If COMMERCE approves subcontracting, the Grantee shall maintain written procedures related to subcontracting, as well as copies of all subcontracts and records related to subcontracts. For cause, COMMERCE in writing may: (a) require the Grantee to amend its subcontracting procedures as they relate to this Agreement; (b) prohibit the Grantee from subcontracting with a particular person or entity; or (c) require the Grantee to rescind or amend a subcontract.~~

~~Every subcontract shall bind the Subcontractor to follow all applicable terms of this Agreement. The Grantee is responsible to COMMERCE if the Subcontractor fails to comply with any applicable term or condition of this Agreement. The Grantee shall appropriately monitor the activities of the Subcontractor to assure fiscal conditions of this Agreement. In no event shall the existence of a subcontract operate to release or reduce the liability of the Grantee to COMMERCE for any breach in the performance of the Grantee's duties.~~

~~Every subcontract shall include a term that COMMERCE and the State of Washington are not liable for claims or damages arising from a Subcontractor's performance of the subcontract.~~

38. SURVIVAL

The terms, conditions, and warranties contained in this Agreement that by their sense and context are intended to survive the completion of the performance, cancellation or termination of this Agreement shall so survive.

39. TAXES

All payments accrued on account of payroll taxes, unemployment contributions, the Grantee's income or gross receipts, any other taxes, insurance or expenses for the Grantee or its staff shall be the sole responsibility of the Grantee.

40. TERMINATION FOR CAUSE

In the event COMMERCE determines the Grantee has failed to comply with the conditions of this agreement in a timely manner, COMMERCE has the right to suspend or terminate this agreement. Before suspending or terminating the agreement, COMMERCE shall notify the Grantee in writing of the need to take corrective action. If corrective action is not taken within 30 calendar days, the agreement may be terminated or suspended.

In the event of termination or suspension, the Grantee shall be liable for damages as authorized by law including, but not limited to, any cost difference between the original agreement and the replacement or cover agreement and all administrative costs directly related to the replacement agreement, e.g., cost of the competitive bidding, mailing, advertising and staff time.

COMMERCE reserves the right to suspend all or part of the agreement, withhold further payments, or prohibit the Grantee from incurring additional obligations of funds during investigation of the alleged compliance breach and pending corrective action by the Grantee or a decision by COMMERCE to terminate the agreement. A termination shall be deemed a "Termination for Convenience" if it is

determined that the Grantee: (1) was not in default; or (2) failure to perform was outside of his or her control, fault or negligence.

The rights and remedies of COMMERCE provided in this agreement are not exclusive and are, in addition to any other rights and remedies, provided by law.

41. TERMINATION FOR CONVENIENCE

Except as otherwise provided in this Agreement, COMMERCE may, by ten (10) business days written notice, beginning on the second day after the mailing, terminate this Agreement, in whole or in part. If this Agreement is so terminated, COMMERCE shall be liable only for payment required under the terms of this Agreement for services rendered or goods delivered prior to the effective date of termination.

42. TERMINATION PROCEDURES

Upon termination of this agreement, COMMERCE, in addition to any other rights provided in this agreement, may require the Grantee to deliver to COMMERCE any property specifically produced or acquired for the performance of such part of this agreement as has been terminated. The provisions of the "Treatment of Assets" clause shall apply in such property transfer.

COMMERCE shall pay to the Grantee the agreed upon price, if separately stated, for completed work and services accepted by COMMERCE, and the amount agreed upon by the Grantee and COMMERCE for (i) completed work and services for which no separate price is stated, (ii) partially completed work and services, (iii) other property or services that are accepted by COMMERCE, and (iv) the protection and preservation of property, unless the termination is for default, in which case the Authorized Representative shall determine the extent of the liability of COMMERCE. Failure to agree with such determination shall be a dispute within the meaning of the "Disputes" clause of this agreement. COMMERCE may withhold from any amounts due the Grantee such sum as the Authorized Representative determines to be necessary to protect COMMERCE against potential loss or liability.

The rights and remedies of COMMERCE provided in this section shall not be exclusive and are in addition to any other rights and remedies provided by law or under this agreement.

After receipt of a notice of termination, and except as otherwise directed by the Authorized Representative, the Grantee shall:

- A. Stop work under the agreement on the date, and to the extent specified, in the notice;
- B. Place no further orders or subcontracts for materials, services, or facilities except as may be necessary for completion of such portion of the work under the agreement that is not terminated;
- C. Assign to COMMERCE, in the manner, at the times, and to the extent directed by the Authorized Representative, all of the rights, title, and interest of the Grantee under the orders and subcontracts so terminated, in which case COMMERCE has the right, at its discretion, to settle or pay any or all claims arising out of the termination of such orders and subcontracts;
- D. Settle all outstanding liabilities and all claims arising out of such termination of orders and subcontracts, with the approval or ratification of the Authorized Representative to the extent the Authorized Representative may require, which approval or ratification shall be final for all the purposes of this clause;
- E. Transfer title to COMMERCE and deliver in the manner, at the times, and to the extent directed by the Authorized Representative any property which, if the agreement had been completed, would have been required to be furnished to COMMERCE;

- F. Complete performance of such part of the work as shall not have been terminated by the Authorized Representative; and
- G. Take such action as may be necessary, or as the Authorized Representative may direct, for the protection and preservation of the property related to this agreement, which is in the possession of the Grantee and in which COMMERCE has or may acquire an interest.

43. TREATMENT OF ASSETS (REPLACED BY PROGRAM SPECIFIC TERMS AND CONDITIONS #2)

~~Title to all property furnished by COMMERCE shall remain in COMMERCE. Title to all property furnished by the Grantee, for the cost of which the Grantee is entitled to be reimbursed as a direct item of cost under this agreement, shall pass to and vest in COMMERCE upon delivery of such property by the Grantee. Title to other property, the cost of which is reimbursable to the Grantee under this agreement, shall pass to and vest in COMMERCE upon (i) issuance for use of such property in the performance of this agreement, or (ii) commencement of use of such property in the performance of this agreement, or (iii) reimbursement of the cost thereof by COMMERCE in whole or in part, whichever first occurs.~~

- ~~A. Any property of COMMERCE furnished to the Grantee shall, unless otherwise provided herein or approved by COMMERCE, be used only for the performance of this agreement.~~
- ~~B. The Grantee shall be responsible for any loss or damage to property of COMMERCE that results from the negligence of the Grantee or which results from the failure on the part of the Grantee to maintain and administer that property in accordance with sound management practices.~~
- ~~C. If any COMMERCE property is lost, destroyed or damaged, the Grantee shall immediately notify COMMERCE and shall take all reasonable steps to protect the property from further damage.~~
- ~~D. The Grantee shall surrender to COMMERCE all property of COMMERCE prior to settlement upon completion, termination or cancellation of this agreement.~~
- ~~E. All reference to the Grantee under this clause shall also include Grantee's employees, agents or Subcontractors.~~

44. WAIVER

Waiver of any default or breach shall not be deemed to be a waiver of any subsequent default or breach. Any waiver shall not be construed to be a modification of the terms of this Agreement unless stated to be such in writing and signed by Authorized Representative of COMMERCE

Attachment A: Scope of Work

The City of Medical Lake WWTP Solar Array project will purchase and install a 99.9 kW AC (103.53 kW DC) ground-mounted net-metered solar photovoltaic system at City of Medical Lake Wastewater Treatment Plant at 207 E. Ellen St. Medical Lake WA, 99012.

The scope of services includes the following:

- Furnish and install (252) Silfab Solar SIL-410 BK Solar Modules, each rated for 410W DC.
- Furnish and install UniRac GFT System fixed mounted racking support system, size and quantity as required, with concrete ballasted bases. Includes structural engineering drawings.
- Provide (3) SolarEdge SE33.3kW-US inverters, each having an AC output rating of 33300VA at 480Y/277V with integral DC disconnects.
- Furnish and install (126) SE P850 Power Optimizers, One Optimizer per two Solar Modules.
- Provide 4G LTE modem integral to Inverter 'A' for web-based monitoring of the system with 5-year data plan included in the cost. Inverters 'B' and 'C' will be connected in follower configuration to Inverter 'A'.
- Furnish and install electrical gear and feeders required to connect PV system to existing electrical service, including disconnect switches, utility meter base, and panelboards.
- Trenching and running electrical lines underground to connect PV system to existing electrical service. Includes backfill of trenches after the electrical lines have been run.
- Provide electrical permits and inspection fees.
- Refurbish existing gravel area for site preparation and finishing.
- Utility interconnection application preparation and submittal.
- Complete commissioning and online set-up for monitoring and system analysis.
- Provide O&M manuals including commissioning report of solar PV system.
- Provide underground location services.

All solar modules used in this project must be manufactured in Washington, unless alternative equipment is approved by Commerce prior to installation.

Attachment B: Budget

Grant funds will be issued upon receipt of deliverables and described in the budget table below. To draw grant funds:

- Project must be in compliance with all aspects of this contract
- Grantee must submit an invoice to Commerce in compliance with Special Terms and Conditions Section 3

Milestone	Project Activity and Task	Key Deliverables	Deliverable Description	Expected Completion Date	Amount
A	Project Design	Copy of requested permits	A copy of the electrical and building permit applications submitted to the Jurisdiction(s) Having Authority (JHA)	December, 2023	\$15,081.00
B	Installation	Evidence that inspections have been requested	Documentation that the inspection has been requested with the JHA	April, 2024	\$97,513.50
C	Construction Close Out	Permission to Operate/Approval to Energize Certification of Match Construction close out Report	Documentation that the serving electrical authority has approved system operation/energizing Letter signed by grantee official stating final project costs and amount of match provided. Construction close out report using template provided by Commerce	June, 2024	\$97,513.50
D	Measurement and Verification (M&V)	M&V Report	M&V report provided by Energy Services Company	July, 2025	\$759.00
				Grant Total	\$210,867.00
				Maximum percentage from Commerce	50%

Attachment C: Proviso governing this Program

Substitute House Bill 1080; Chapter 332, Laws Of 2021
Capital Budget

Section 1065 2021-23 Energy Retrofits for Public Buildings Grant Program

(2)(a) \$1,000,000 of the appropriation in this section is provided solely for grants to be awarded in competitive rounds to local governments, public higher education institutions, school districts, federally recognized tribal governments, and state agencies for projects that involve the purchase and installation of solar energy systems, including solar modules and inverters, with a preference for products manufactured in Washington.

(b) At least 20 percent of each competitive grant round is designated for award to eligible projects in small cities or towns with a population of 5,000 or fewer residents.

(c) In each competitive round, a higher energy savings to investment ratio must result in a higher project ranking. Priority consideration must be given to applicants that have not received grant awards for this purpose in prior biennia.

(d) The department must determine a minimum match ratio to maximize the leverage of nonstate funds.