



**CITY COUNCIL MEETING AGENDA
TUESDAY, APRIL 4, 2023
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 (April 4, 2023) - *SEE NOTE*
- Join the Zoom Meeting –
<https://us06web.zoom.us/j/84254779538?pwd=QU9HRVhHckZ2RGVuMkZHOEdKTHV0dz09>

Meeting ID: 842 5477 9538

Passcode: 904367

One tap mobile

+12532050468,,84254779538#,,,,*904367# US

+12532158782,,84254779538#,,,,*904367# US (Tacoma)

Find your local number: <https://us06web.zoom.us/j/84254779538?pwd=QU9HRVhHckZ2RGVuMkZHOEdKTHV0dz09>

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**
- 5. REPORTS**
 - A. Council Comments
 - B. Mayor
 - C. City Administrator & City Staff
- 6. WORKSHOP DISCUSSION**
 - A. Broadline Spokane County
 - B. ARPA Distribution of Funds
 - C. Managed IT Services Agreement with Executech
- 7. ACTION ITEMS**
 - A. Consent Agenda
 - i. Approve **March 21, 2023**, minutes.
 - ii. Approve **April 4, 2023**, Claim Warrants **50000** through **50026** in the amount of **\$52,974.71**.
 - B. Support for Joint Statement Addressing Homelessness Regionally
- 8. RESOLUTIONS**
 - A. 23-581 Remaining ARPA Fund Allocation
- 9. PUBLIC HEARING – No items listed.**
- 10. ORDINANCES**
 - A. First Read Ordinance 1109 Complete Streets
- 11. EXECUTIVE SESSION – None scheduled.**
- 12. EMERGENCY ORDINANCES – No items listed.**
- 13. UPCOMING AGENDA ITEMS**
- 14. INTERESTED CITIZENS**
- 15. CONCLUSION**



CITY OF MEDICAL LAKE
COUNCILMEMBER EXCUSED ABSENCE
REQUEST FORM

Councilmember: Chad Pritchard

Meeting type: Regular Council Meeting Date: April 4, 2023

Reason for absence:

- City Business
- Military Orders
- Ill or injured
- Employer Business
- Vacation
- Other (*Please describe*) _____

Date Requested: March 28, 2023

- By phone
- By e-mail
- In person

Approved by Council/Committee motion on: _____

Denied by Council/Committee motion on: _____



City of Medical Lake Proclamation

National Child Abuse Prevention Month April 2023

City Council authorizes National Child Abuse Prevention Month proclamation for April 2023

The Medical Lake City Council on April 4, 2023, authorized a mayor's proclamation declaring April 2023 as National Child Abuse Prevention Month in the city of Medical Lake. This year marks the 40th anniversary of the national observance, and the proclamation encourages the city's residents to dedicate themselves to improving the quality of life for all children and families.

WHEREAS, April is known around the world as Child Abuse Prevention Month; and

WHEREAS, child maltreatment is a serious and prevalent public health problem in the United States; and

WHEREAS, according to the 2019 report, Changing Our Forecast: State of Women and Children in Spokane County, there were 6,564 accepted referrals for child abuse and neglect for children 0-17 in Spokane County, a rate of 57.8 per 1,000 children. Washington State's average is 37.8 per 1,000 children; and

WHEREAS, children who are abused or neglected are at an increased risk for experiencing future violence, victimization and perpetration, substance abuse, delayed brain development, lower educational attainment, and limited employment opportunities; and

WHEREAS, adverse childhood experiences, or ACEs, are potentially traumatic events that occur in childhood (0-17 years) which may include experiencing violence, abuse, or neglect, witnessing violence in the home or community, and are linked to chronic health problems, mental illness, and substance use problems in adolescence and adulthood; and

WHEREAS, child abuse, neglect, and exploitation are serious problems affecting every segment of our larger community, and finding solutions requires input and action from everyone; and

WHEREAS, effective child abuse prevention activities succeed because of the partnerships created between child welfare professionals, education, health, community and faith-based organizations, businesses, law enforcement agencies, and families; and

WHEREAS, communities must make every effort to promote programs and activities that create strong and thriving children and families; and

WHEREAS, we are part of a greater community that is working to detect, report, and prevent Adverse Childhood Experiences, or ACEs; and

WHEREAS, our children are our most valuable resources and will shape the future of the City of Medical Lake, the State of Washington, and the United States of America; and

WHEREAS, we acknowledge that we must do more as a community to increase awareness about child abuse and contribute to the promotion of the social and emotional well-being of children and families in a safe, stable, and nurturing environment.

NOW, THEREFORE, I, Mayor Terri Cooper, with the support of the City Council, do hereby proclaim **April 2023** as **National Child Abuse Prevention Month** in the City of Medical Lake and urge all citizens to recognize this month by dedicating ourselves to the task of improving the quality of life for all children and families.


Terri K. Cooper, Mayor

BROADLINC Spokane County

Spokane Regional Broadband Public Development Authority



Same County Different Communities Unique Needs

- 
- ▶ Spokane demographics range from a dense urban core in the City of Spokane to remote rural living where access to essential services and resources like broadband can be challenging. The ability to have adequate coverage, subsidy for subscribers, devices and digital literacy training face the vulnerable populations in every community ~ despite their differences.
 - ▶ To respond to these challenges, the Spokane County Broadband Action Team (**BAT**) was formed in April 2022.
 - ▶ In December 2022, the need to support this new essential utility had grown so great, the Spokane County Commissioners formed a new County-wide Public Development Authority, **BROADLINC** dedicated to meet and address this need.



- ▶ Economic development, public safety preparedness and response, access to tele-healthcare (including behavioral and mental health supports) and educational and workforce access rely on a strong broadband internet connection for rural and urban utilization of current infrastructure and (Affordability Connectivity Programs) adoption rates.
- ▶ **Broadband Infrastructure** enhancements for unserved and underserved populations for connectivity, including but not limited to, mid-mile to last mile access and redundancy for provider connections utilizing the most appropriate methods.
- ▶ **Digital Equity & Access** to increase participation among target populations to programming for connection devices, subscription access and training in digital navigation. This includes non-digital information pieces available and promoted at locations of other wrap around services in the region like housing vouchers, utility assistance, food security and others.



- ▶ **BROADLINC** was formed to coordinate with local governments, tribes, public and private entities, nonprofit organizations, and consumer-owned and investor-owned utilities to develop strategies and plans promoting deployment of broadband infrastructure and greater broadband access, while protecting proprietary information. The purpose of such actions being to encourage, foster, develop, and improve affordable, quality broadband accessibility for underserved, and unserved communities and populations in Spokane County. **RCW 43.330.530 through RCW43.330.538**
- ▶ **BROADLINC** will oversee the acquisition of broadband assets/infrastructure, as lead or co-applicant (where most appropriate), on behalf of member cities and towns of Spokane County, administer broadband assets/infrastructure for shared use and benefit with the participating cities, towns and areas, and insure necessary broadband infrastructure and services delivery enhancements. **Spokane County Resolution 2022-0845**
- ▶ *Beginning with the end in mind...*



- ▶ BROADLINC Formation Executive Summary
 - ▶ Function
 - ▶ Board Membership
 - ▶ Shared Revenues Between PDA and Member Entities
 - ▶ State and Federal Policy Work
- ▶ Spokane BAT
 - ▶ BROADLINC Community Engagement Subcommittee
 - ▶ Formation Summary
- ▶ Washington State Broadband Office Region 3 Counties
 - ▶ Spokane
 - ▶ Stevens
 - ▶ Pend Oreille
 - ▶ Ferry
 - ▶ Overlap with IMC Counties in BH-ASO (MH/BH)



Strategic Plan

Needs and Market Assessment
Public Survey
Stakeholder Engagement
Evaluate Funding Opportunities
Created Recommendations

Feasibility Study

Inventory Existing Network Assets and Middle Mile Options
Determine Need
Business Modelling
Market Analysis

Business Plan

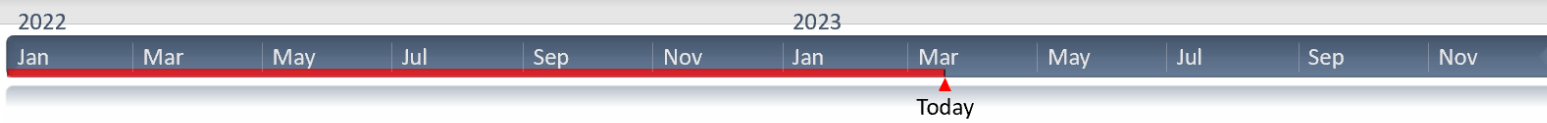
Shovel Ready Design
Market Analysis
Pro-Forma
Develop Construction Costs
Operations and Maintenance Plan
Risk Management Plan

Preliminary Engineering

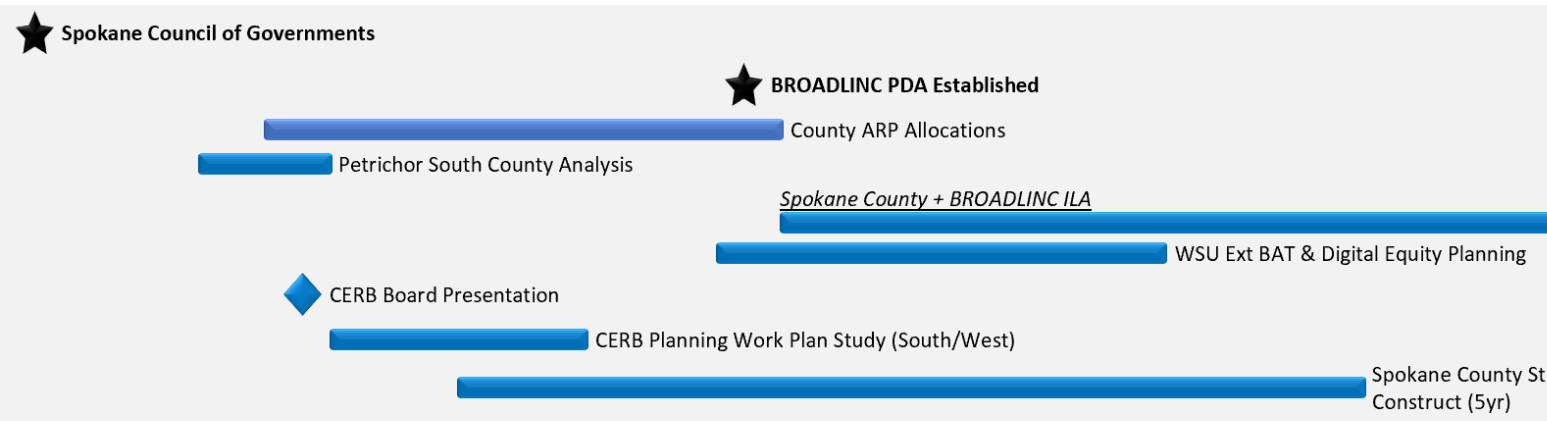
Pole Application Data
Engineering and Network Design
Make Ready Development

Next Steps

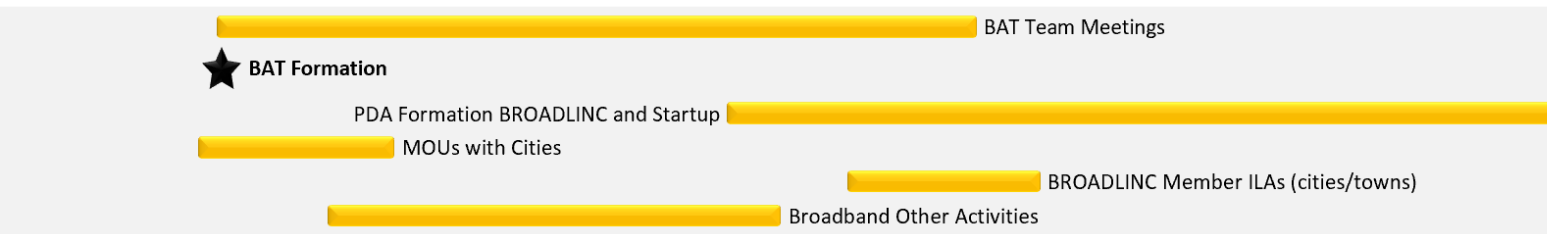
- ▶ *Members Cities Interlocal Agreements (ILA)*
- ▶ *Remaining BROADLINC Board members*
- ▶ *Construction Deliverable of grant awards*
- ▶ *BAT Digital Equity Plan*
- ▶ *BEAD NOFO*
- ▶ *Digital Navigator Implementation*



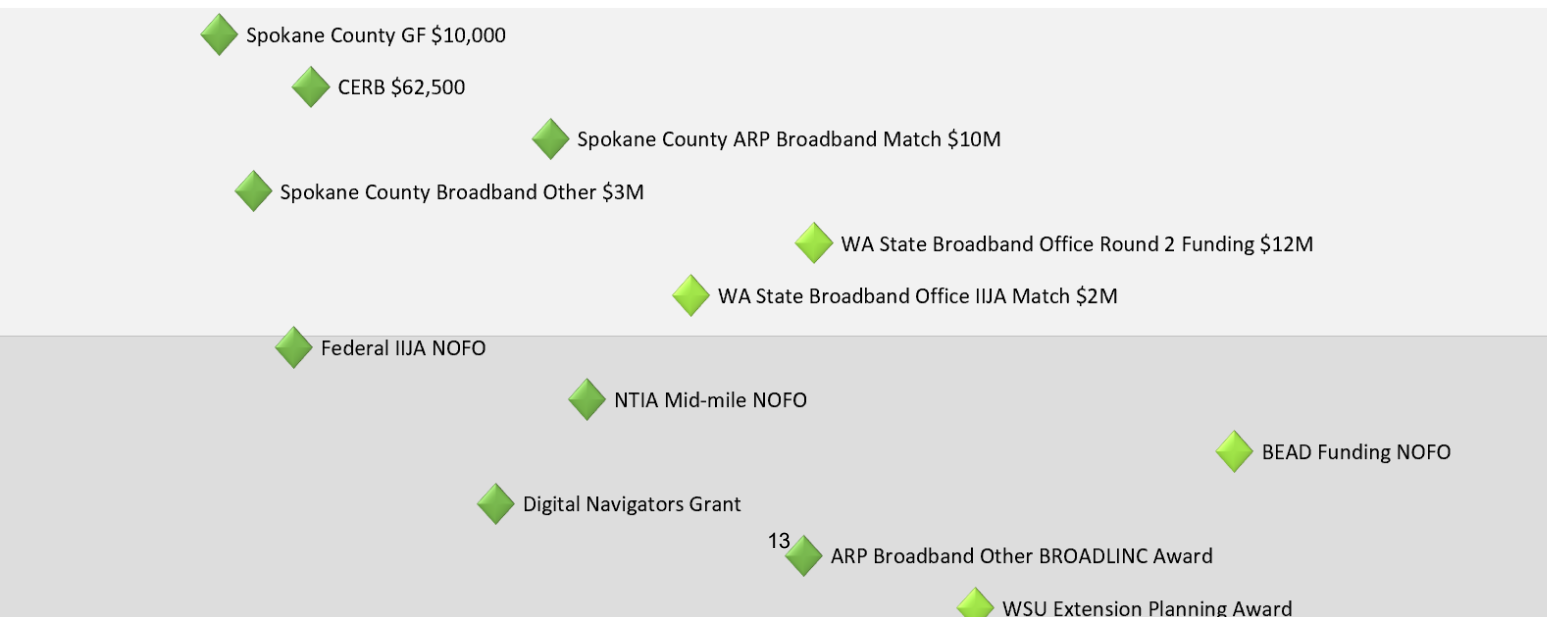
Planning



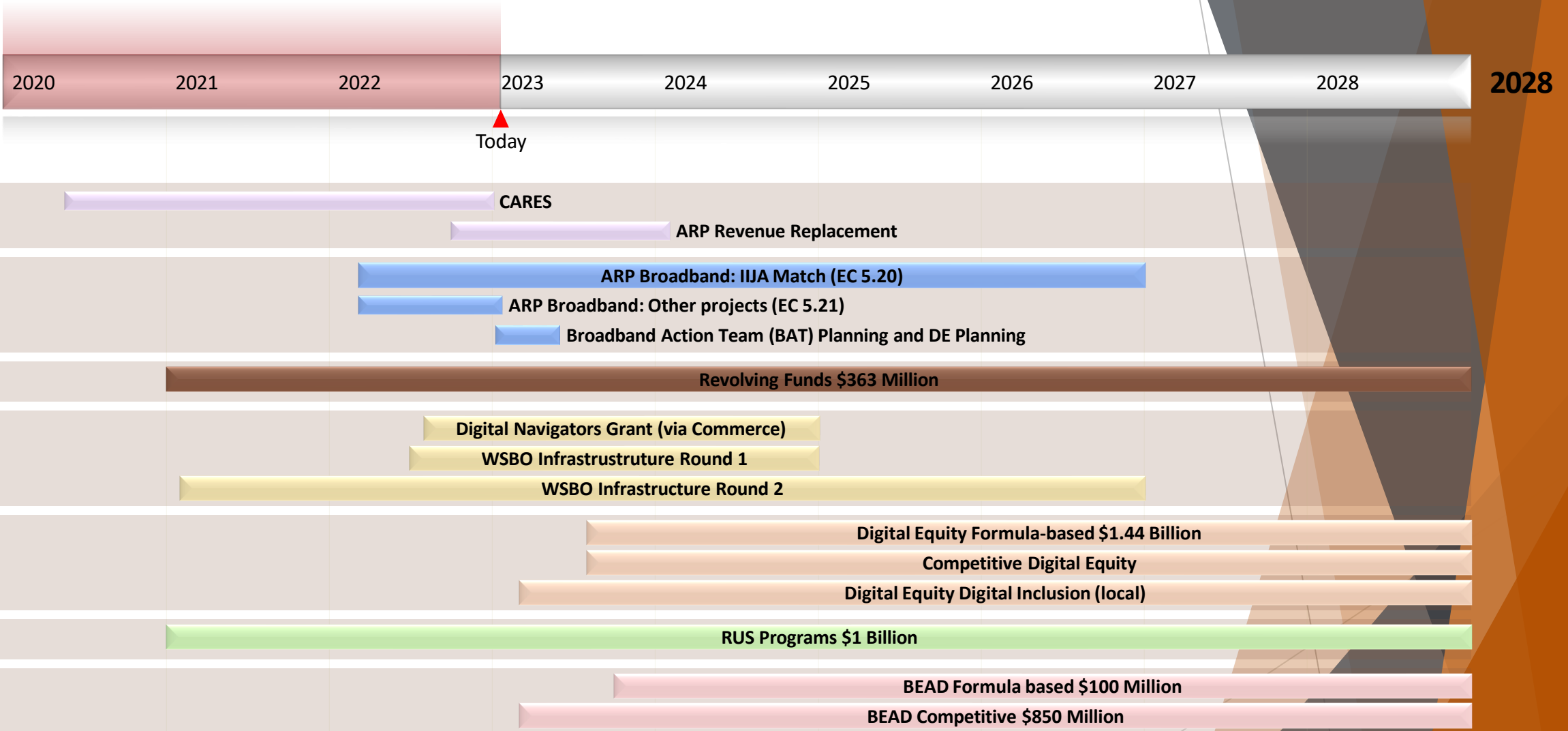
Operational



Funding



Broadband Regional Funding Outlook



2028

Today

ARP/ARPA – American Rescue Plan Act
 BEAD - Broadband Equity, Access, and Deployment
 CARES - Coronavirus Aid, Relief, and Economic Security Act
 EDA/EAA - Economic Development Admin
 NTIA - National Telecommunications and Information Administration
 USDA - US Department of Agriculture Rural Utilities Service (RUS)
 WSBO - Washington State Broadband Office



Thank you

RESOLUTION NO. **22 - 0845**

A RESOLUTION CREATING SPOKANE REGIONAL BROADBAND DEVELOPMENT AUTHORITY (BROADLINC); APPROVING A CHARTER THEREFOR; ESTABLISHING A BOARD TO GOVERN THE AFFAIRS OF BROADLINC; PROVIDING HOW BROADLINC SHALL CONDUCT ITS AFFAIRS; AND OTHER MATTERS RELATING THERETO.

WHEREAS, pursuant to the Constitution and laws of the State of Washington, Spokane County, Washington is a class A county duly organized and existing (“Spokane County”); and

WHEREAS, pursuant to the provisions of the Revised Code of Washington (“RCW”) 36.01.030, the powers of Spokane County can only be exercised through the Board of County Commissioners of Spokane County, Washington (“Board of County Commissioners”); and

WHEREAS, pursuant to the provisions of RCW 36.32.120(6), Spokane County, acting through the Board of County Commissioners has the care of county property and the management of county funds and business; and

WHEREAS, pursuant to the provisions RCW 43.330.530 through RCW43.330.538, Spokane County may coordinate with local governments, tribes, public and private entities, nonprofit organizations, and consumer-owned and investor-owned utilities to develop strategies and plans promoting deployment of broadband infrastructure and greater broadband access, while protecting proprietary information. The purpose of such actions being to encourage, foster, develop, and improve affordable, quality broadband accessibility for underserved, and unserved communities and populations in Spokane County; and

WHEREAS, the Spokane County recognizes that Digital Equity Act provides \$2.75 billion to establish three grant programs that promote digital equity and inclusion which aim to ensure that all people and communities have the skills, technology, and capacity needed to reap

the full benefits of our digital economy. The Act is a necessary component of broadband access for constituents within incorporated and unincorporated areas of the Spokane County; and

WHEREAS, Spokane County, acting through the Board of County Commissioners, desires to create a public development authority that will (i) oversee acquisition of broadband assets/infrastructure, as lead or co-applicant (where most appropriate), on behalf of member cities and towns of Spokane County, (ii) administer broadband assets/infrastructure for shared use and benefit with the participating cities, towns and areas, and (iii) insure necessary broadband infrastructure and services delivery enhancements are available; and

WHEREAS, Spokane County anticipates that various cities and towns will enter into interlocal cooperation act agreements with the Public Development Authority created by this document for the sole purpose of regional broadband infrastructure capacity and services delivery expansion to such entities; and

WHEREAS, the Board of County Commissioners of Spokane County, Washington, is desirous of considering the creation of a public development authority as authorized under RCW 35.21.730 through RCW 35.31.759 for the hereinabove purposes and finds the adoption of this Resolution will further the general public health, safety, welfare and economic development opportunity.

NOW, THEREFORE, BE IT ORDERED AND RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS OF SPOKANE COUNTY, STATE OF WASHINGTON, PURSUANT TO THE PROVISIONS OF RCW 35.21.730 THROUGH RCW 35.21.759 AS FOLLOWS:

A new chapter hereby added to the Spokane County Code to read as follows:

SPOKANE REGIONAL BROADBAND PUBLIC DEVELOPMENT AUTHORITY

SECTION NO. 1: Purpose.

As authorized by RCW 35.21.730 through RCW 35.21.759, a public authority, to be known as "SPOKANE REGIONAL BROADBAND DEVELOPMENT AUTHORITY (hereinafter (BROADLINC)", is hereby created exclusively to undertake, assist with, and otherwise facilitate the public function of providing broadband infrastructure and services delivery enhancements, including but not limited to, terrestrial middle-mile and last-mile access, wireless relay points, satellite connection and other associated known and future technologies, as well as performing any other public function relating to providing such infrastructure services, delivery enhancements, including but not limited to:

1. Own, contract for the operation and management of and oversee assets of BROADLINC.
2. Oversee and administer any grant awards in conjunction with other joint applicants and/or subrecipients.
3. Contract with and oversee the Operating Entity for service delivery of Dark Fiber owned by BROADLINC.
4. Enter into agreements under the ILA with Member Entities to provide broadband infrastructure and services within the jurisdictional boundaries of such entities.
5. Oversee BROADLINC's budget and ensure Member Entities timely receive appropriate revenues.
6. Pursue ongoing applicable funding, grants, and loans and other customary businesses opportunities for enhanced broadband service delivery in infrastructure enhancement and assurance of Digital Equity and Inclusion.
7. Oversee the expansion of BROADLINC through the inclusion of additional participating municipal corporations, public entities, or municipalities (*i.e.* cities, towns, municipal

corporations, public utility districts, quasi-municipal corporations, and special purpose districts).

8. Lead strategic direction for broadband delivery, infrastructure and enhancing for the region, with the State Broadband Office, Federal units and private sector integrations.
9. Participate, as appropriate, in public – private partnerships discussion, such as franchise agreements related to the broadband industry within Spokane County.

For the purpose of receiving the same immunities or exemptions from taxation as that of the County, BROADLINC constitutes a public agency and a creation of the County (within the meaning of Article VII, § I of the Constitution of the state of Washington and within the meaning of those terms in regulations of the United States Treasury and rulings of the Internal Revenue Service prescribed pursuant to Section 103 of the Internal Revenue Code of 1986, as amended).

SECTION NO. 2: Definitions.

Unless the context clearly requires otherwise, the definitions in this section apply throughout this chapter.

- (1) "BROADLINC Governing Board" or "Board" means the governing body of BROADLINC.
- (2) "Bylaws" means the rules adopted for the regulation or management of the affairs of BROADLINC and all subsequent amendments thereto.
- (3) "Operating Entity" means the entity performing the operational services to maintain broadband assets and services including the use of Dark Fiber strands.
- (4) "ISP" means private sector Internet Services Provider that provides the ability for a user to send information to and receive information from the internet for business and personal use.
- (5) "Middle-Mile" means the segment of internet connectivity that connects the global internet

network to the last mile. It is often delivered via high-speed fiber. Middle-mile networks service as a backbone for a specific region.

(6) "Digital Equity and Inclusion" means the Broadband Equity, Access, and Deployment ("BEAD") program as part of the Infrastructure Investment and Jobs Act ("IIJA").

(7) "Charter" means the charter as the governing document of BROADLINC adopted by this chapter and all subsequent amendments thereto.

(8) "County" means Spokane County.

(9) "Clerk" means the clerk of the Board of County Commissioners or a person authorized to act on such officer's behalf.

(10) "Final action" of the BROADLINC Board means a collective positive or negative decision or an actual vote by a vote of a majority of voting members of the BROADLINC Board.

(11) "Property" shall have the same meaning as in Article VII, § 1 of the Washington State Constitution, and includes real and personal property, equipment and furnishings, cash, accounts receivable, and anything tangible or intangible that is capable of being owned or controlled to produce value or generate cash flow.

(12) "Public authority" or "authority" means the authority created under this chapter.

(13) "Public agency" means any agency, political subdivision, or unit of local government of the State including, but not limited to, municipal corporations, quasi municipal corporations, special purpose districts, and local service districts; any agency of the State government; any agency of the United States; any Indian tribe recognized as such by the federal government.

(14) "Resolution" means a final action of a quorum of the Board, evidenced by a written instrument signed by the chair of the Board.

(15) "State" (when used as a noun) shall mean the State of Washington.

(16) “Dark Fiber” means fiber optical cable that is not provisioned with lit services for fiber optic communication.

(17) “Monthly Reoccurring Charge” or “MRC” means the monthly fee charged to access BROADLINC dark fiber by a telecommunications provider.

(18) “Interlocal Cooperation Act” or “ILA” means chapter 39.34 RCW, as it may be amended from time to time.

(19) “Net Operating Revenue” means the excess funds BROADLINC has remaining for allocation back to eligible Member Entities after (i) paying the Operating Entity, (ii) paying for BROADLINC operating expenses, and (iii) paying for capital uses and establishment of a capital reserve or as otherwise determined appropriate by the BROADLINC Board.

(20) “Member Entities” means special purpose district, municipal corporation, political subdivisions, or other public or private entities or organizations, with an executed ILA with BROADLINC.

(21) “Broadband Action Team” or “BAT” means the unique group established for Spokane County with the Washington State University Extension and Washington State Broadband Office for community engagement to discuss broadband challenges and opportunities, which lead to local capacity building through increased broadband awareness, access and adoption need and highest demand.

SECTION NO. 3: General powers.

Except as limited by the Constitution of the State, laws, regulations, charter, or this chapter, BROADLINC shall have and may exercise all lawful powers necessary or convenient to affect the purposes for which BROADLINC is organized, including the powers listed in this section.

(1) Acquire, construct, own, sell, lease, exchange, encumber, improve, use, transfer, or

grant security interest in real, personal and intellectual property.

- (2) Contract with public and private entities.
- (3) Employ and terminate (with or without cause) an Executive Director and personnel and contract for personnel and services with public and private entities.
- (4) Accept transfers, gifts, or loans of funds or property.
- (5) Sue and be sued.
- (6) Incur indebtedness and issue bonds and other instruments evidencing indebtedness with prior approval of the County.
- (7) Transfer funds, property, property interests, or services.
- (8) Exercise any other powers that are consistent with the purpose for which BROADLINC is organized, and are within the express, or implied authority granted by the County subject to the limitation in Section 5 hereinafter including but not limited to:

- (a) creation of a strategic plan from which all operational activities flow,
 - (b) determining how allocated revenues, if any, from the Board of County Commissioners, as well as other revenues collected and/or administered by BROADLINC are expended,
 - (c) approval of operational and capital budgets for broadband infrastructure and service delivery, and other services provided by BROADLINC paid for in whole or part by revenue sources collected and/or administered by BROADLINC, and
 - (d) establish a Dark Fiber lease rate and other related assessments or Monthly Reoccurring charge (MRC), and
- (9) Make direct operational decisions with respect to the assets owned and service contracts to operate and utilize such assets.

SECTION NO. 4: Liability.

BROADLINC is an independent legal entity exclusively responsible for its own debts, obligations and liabilities. All liabilities incurred by BROADLINC shall be satisfied exclusively from the assets and property of BROADLINC. No creditor or other person shall have any recourse to the assets, credit, or property of the County or other entity on account of any debts, obligations, liabilities, acts, or omissions of BROADLINC, unless otherwise expressly agreed to in writing by the County or other entity.

SECTION NO. 5: Limitation of powers.

In all activities and transactions, BROADLINC shall be limited as provided in this section.

(1) BROADLINC shall have no power of eminent domain or any power to levy taxes or special assessments.

(2) BROADLINC shall have no power to incur or create any liability that permits recourse by any party or member of the public to any assets, services, resources, or credit of the County or any parties under contract with BROADLINC. All liabilities incurred by BROADLINC shall be satisfied exclusively from the assets and property of BROADLINC, and no creditor or other person shall have any recourse to the assets, credit, or property of the County or any party under contract with BROADLINC on account of any debts, obligations, liabilities, acts or omissions of BROADLINC, unless expressly agreed to in writing by the County or party. The powers, authorities, or rights expressly or impliedly granted to BROADLINC shall not be less than and shall be subject to the County's expressed or implied powers.

(3) BROADLINC is subject to all general laws regulating the County and its officers and officials, including, but not limited to:

- (a) Audits by the State Auditor and accounting requirements in chapter 43.09 RCW;
- (b) Open public record requirements in chapter 42.56 RCW;

- (c) Open public meetings and other public process laws in chapter 42.30 RCW;
- (d) Preservation and destruction of public records in chapter 40.14 RCW;
- (e) Public works requirements in chapter 39.04 RCW;
- (f) Competitive bidding and prevailing wage laws in chapter 39.04 RCW;
- (g) Local government whistleblower laws in chapter 42.41 RCW;
- (h) The prohibition on using public facilities for campaign purposes in chapter 42.17A RCW;
- (i) The Code of Ethics for Municipal Officers-Contract Interests in chapter 42.23 RCW;
- (j) Payments and Advancements in chapter 42.24 RCW;
- (k) The provisions of chapter 4.96 RCW for actions against BROADLINC and its Board, officers, employees, and volunteers; and
- (l) Sale or encumbrance of any real property transferred by the County to the BROADLINC in RCW 35.21.747.

SECTION NO. 6: Charter.

The Charter of BROADLINC is attached hereto as Exhibit A. The Charter shall be issued in duplicate originals, each bearing the signatures of a majority of the members of the Board of County Commissioners and attested by the Clerk. One original shall be filed with the Clerk with this resolution; a duplicate original shall be provided to BROADLINC.

SECTION NO. 7: Effect of issuance of Charter.

BROADLINC shall commence its existence effective upon issuance of its Charter. Except as against the State or the County in a proceeding to cancel or revoke the Charter, delivery of a duplicate original Charter shall conclusively establish that BROADLINC has been established in compliance with the procedures of this chapter. A copy of the Charter, and any amendments

thereto, shall be provided to the State Auditor.

SECTION NO. 8: BROADLINC Governing Board / Subcommittees.

All corporate powers of BROADLINC shall be exercised by or under the authority of the BROADLINC Governing Board (the "Board"); and the business, property and affairs of BROADLINC shall be managed under the supervision of the Board, except as may be otherwise provided by law, this chapter, or the Charter.

(1) The members of the Board shall be as provided in the Charter. The Board shall be composed as follows:

- a) One (1) Spokane County Commissioner
- b) Spokane County Chief Executive Officer
- c) Spokane County Public Works Director
- d) One (1) Elected Representative appointed jointly from the towns and/or cities having recorded populations under 50,000, as determined by the most recent US Census, and having executed an Interlocal Cooperation Act Agreement with BROADLINC for services
- e) One (1) Elected Representative appointed jointly from the cities having a recorded population over 50,000, as determined by the most recent US Census, and having executed an Interlocal Cooperation Act Agreement with BROADLINC for services

All Board members shall serve without compensation from BROADLINC.

(2) The following two (2) Working Subcommittees shall be established by the Board which shall have the following corresponding membership, responsibilities and voting principles where identified:

Working Subcommittee	Membership on Working Subcommittee	Duties of Working Subcommittee
Broadband Action Team	• BROADLINC Executive Director	Monthly Meetings

(BAT)	<ul style="list-style-type: none"> Members listed in the BAT Team 	<ul style="list-style-type: none"> Community and Stakeholder Engagement Community and Stakeholder Communication and Feedback Work with other Washington State BAT Teams
Finance Committee	<ul style="list-style-type: none"> BROADLINC Executive Director Spokane County Senior Director, Finance and Administration (or representative) BROADLINC Board Member appointed by the Board 	<ul style="list-style-type: none"> Yearly Budget Grant Scope and Budget Responses Dark Fiber Lease and/or MRC Recommendation Update on services contracts

SECTION NO. 9: Quorum.

At all meetings of the Board, a majority of voting members of the Board shall constitute a quorum.

SECTION NO. 10: Meetings of the Board.

The Board shall meet as provided in the Charter, but not less than quarterly. Notice of meetings shall be provided as required by chapter 42.30 RCW. Minutes shall be kept in accordance with chapter 42.30 RCW. Members of the Board may participate in a regular or special meeting through the use of any means of remote participation as authorized by law. Any Board member participating in a meeting by such means is deemed to be present in person at the meeting for all purposes including, but not limited to, establishing a quorum.

SECTION NO. 11: Bylaws.

Within thirty (30) days after issuance of the Charter, the Board shall hold an organizational meeting, appoint a chair and vice chair, and adopt Bylaws. The Bylaws shall be consistent with the Charter. In the event of a conflict between the Bylaws, this resolution, and the Charter, this resolution shall control, the Charter shall be second in priority, followed by the Bylaws. The power to alter, amend, or repeal the Bylaws or adopt new ones shall be vested in the Board except as otherwise provided in the Charter.

SECTION NO. 12: Board review and approval of required items.

- (1) At least quarterly, the Board shall review monthly statements of income and

expenses which compare budgeted expenditures to actual expenditures. The Board shall review all such information at regular meetings, the minutes of which shall specifically note such reviews and include such information.

(2) Review and approval of the Board by resolution shall be necessary for any of the following transactions:

- (a) Transfer or conveyance of an interest in real estate other than release of a lien or satisfaction of a mortgage after payment has been received and execution of a lease.
- (b) Contracting of debts, issuance of notes, debentures or bonds, and mortgaging or pledging of BROADLINC assets or credit to secure the same.
- (c) Donation of money, property, or other assets belonging to BROADLINC.
- (d) Action by BROADLINC as a surety or guarantor.
- (e) Adoption of an annual budget and a separate capital budget, and amendments thereto.
- (f) Certification of annual reports and statements by the state auditor, as required under chapter 43.09 RCW, to be filed with the clerk as true and correct in the opinion of the Board and of its members except as noted.
- (g) Adopting and amending the Bylaws.
- (h) Consistent with chapter 4.96 RCW, adoption of policies and procedures for managing actions against BROADLINC, the Board, officers, employees, and volunteers.
- (i) Instituting legal proceedings in BROADLINC's name.
- (j) Dissolution of BROADLINC, upon approval by two thirds of the entire Board.

(k) Amending Dark Fiber Lease and/or Monthly Reoccurring Charge (MRC).

(l) Recommending amendments to the Charter.

SECTION NO. 13: Charter amendments.

(1) Proceedings Preliminary to Recommending Amendments to the Charter. Any Board member may propose a Charter amendment(s) (subject to prior approval by the Board as provided in this section) to the County. Final action by resolution of the Board is necessary to consider recommending proposed amendment(s) to the Charter. If the Board approves consideration of a proposed amendment(s) to the Charter, information about the proposed Charter amendment(s), including a copy of the proposed amendment(s) in a format that strikes over material to be deleted and underlines new material and a statement of the amendment's purpose and effect, shall be provided to each member of the Board at least thirty (30) days prior to the meeting at which a vote will be taken on a resolution recommending to the County amending the Charter.

(2) Action Amending the Charter. After the preliminary proceedings described in subsection (1) of this section have occurred, final action upon approval by two thirds of the entire Board may be taken recommending to the County amending the Charter. If the amendment(s) differs materially from the original proposed amendment(s) considered during preliminary proceedings, then the preliminary proceedings described in subsection (1) of this section shall be repeated. After final action recommending amending the Charter, the amended Charter recommendation shall be forwarded to the County for action. The County shall consider any recommendation of the Board received under this Section and either approve, disapprove or modify the recommendation as the County deems appropriate. Any amendment to the Charter shall be issued in duplicate originals, each bearing the signature of

the Chair of the Board of County Commissioners. One original shall be filed with the clerk and a duplicate original shall be forwarded to and retained by BROADLINC. PROVIDED, however this Section shall not in any way limit the ability of the County to amend or modify the Charter at any time without processing an amendment with the Board.

SECTION NO. 14: Treasurer.

The Board shall appoint the Spokane County Treasurer to administer a special fund designated "Operating fund of BROADLINC." The appointed treasurer shall be responsible for handling BROADLINC's accounts and finances. The Board shall file a fidelity bond in an amount determined by the Board to be adequate and appropriate covering the actions and omissions of the Treasurer.

SECTION NO. 15: Funding.

Funding of BROADLINC operations and activities shall come substantially from: (1) grants, and (2) Dark Fiber Lease and/or Monthly Reoccurring Charge (MRC). BROADLINC shall use all revenues solely as provided for in the Section No. 1 of this Resolution.

SECTION NO. 16: Audits, inspections, and reports.

Local government accounting laws, and RCW 43.09.200 through 43.09.2855, shall apply to BROADLINC, and copies of all reports filed with the State Auditor shall be filed contemporaneously with the Clerk. At any reasonable time and as often as the County or State Auditor deem necessary, BROADLINC shall make available for inspection, examination, auditing, and copying all of its records, including but not limited to contracts, invoices, payrolls, personnel records, inventories, and financial records and other relevant records. Consistent with RCW 35.21.745(1), the County shall retain the right to control and oversee BROADLINC's operations and funds in order to correct any deficiency and to assure that its purpose is being

accomplished. This responsibility shall not create any liability for the County. BROADLINC shall honor any request by the County in conjunction with its meeting this statutory responsibility.

SECTION NO. 17: Insurance.

BROADLINC shall maintain in full force and effect public liability insurance in an amount sufficient to cover potential claims for bodily injury, death, or disability and for property damage, which may arise in connection with the acts or omissions of BROADLINC naming the County as an additional insured (or equivalent under the terms of the policy/policies).

SECTION NO. 18: Trusteeship.

The County may, after a public hearing with notice to BROADLINC, petition the superior court to impose a trusteeship over BROADLINC. Any trustee appointed by the superior court shall take such actions as necessary during the trusteeship to achieve the object thereof as reasonable, including suspend and/or remove BROADLINC officials, manage the assets and affairs of BROADLINC, exercise any and all BROADLINC powers as necessary or appropriate to fulfill outstanding obligations, restore the capability of BROADLINC, and, if so authorized by the superior court, to oversee its dissolution in accordance with RCW 35.21.750.

SECTION NO. 19: Dissolution.

(1) The Board may propose to the County that BROADLINC be dissolved. Such proposal must be made by resolution adopted by two-thirds of the entire Board at a regular or special meeting of which thirty (30) days advance written notice was given to each Board member, the Clerk and every Member Entity receiving services by BROADLINC at the time. Information about the proposed dissolution, including the grounds for dissolution and distribution of BROADLINC property, shall be provided to each member of the Board, the

Clerk and every Member Entity of BROADLINC at the time at least fourteen (14) days prior to the meeting at which a vote will be taken on the resolution. Within thirty days of adoption of a resolution approving dissolution of BROADLINC, a copy of the resolution shall be delivered to the Clerk. The County may, after a public hearing, dissolve BROADLINC. Upon dissolution, all BROADLINC property, net of all outstanding liabilities, shall be distributed as set forth in an agreed plan of distribution adopted by a two-thirds of the entire Board.

(2) Upon the action taken under Section 19 (1), the County may, after a public hearing with notice to BROADLINC, petition the superior court to dissolve BROADLINC in accordance with RCW 35.21.750. Upon dissolution of BROADLINC and the winding of its affairs, and as determined by order of the Court, any remaining rights, assets, and property may be transferred to a qualified public entity or entities which will fulfill the purposes for which BROADLINC was chartered. Otherwise, all remaining rights, assets, and property shall vest in the County. Upon completion of dissolution proceedings, the Clerk shall indicate such dissolution by inscription of "charter cancelled" on the Charter of BROADLINC, and the existence of BROADLINC shall cease. The Clerk shall give notice thereof to the State Auditor and to other persons as provided in the dissolution statement.

(3) In the event of the insolvency or dissolution of BROADLINC, the superior court of the county in which BROADLINC is or was operating shall have jurisdiction and authority to appoint trustees or receivers of corporate property and assets and supervise such trusteeship or receivership: Provided, that all liabilities incurred by BROADLINC shall be satisfied exclusively from the assets and properties of BROADLINC and no creditor or other person shall have any right of action against the County on account of any debts, obligations, or liabilities of such public corporation, commission, or authority.

SECTION NO. 20: Construction and order of precedence.

This chapter shall be liberally construed so as to effectuate its purposes and the purposes of RCW 35.21.730 through RCW 35.21.759. In the event of an inconsistency between the Charter and this chapter, the inconsistency shall be resolved by giving precedence to this chapter.

SECTION NO. 21: Severability.

If any provision of this resolution or its application to any person or circumstance is held invalid or unconstitutional, the remainder of the resolution or its application to other persons or circumstances shall not be affected.

SECTION NO. 22: Effective Date.

This resolution shall be effective upon adoption and passage by the Board of County Commissioners.

PASSED AND ADOPTED this 13th day of Dec., 2022.



BOARD OF COUNTY COMMISSIONERS
OF SPOKANE COUNTY, WASHINGTON

ABSENT
Mary L. Kuney, Chair

Al French
Al French, Vice-chair

ATTEST:

Ginna Vasquez
Ginna Vasquez
Clerk of the Board

Josh Kerns
Josh Kerns, Commissioner

EXHIBIT A

**CHARTER OF THE SPOKANE REGIONAL
BROADBAND DEVELOPMENT AUTHORITY**

ARTICLE I: NAME

The name of the Authority shall be SPOKANE REGIONAL BROADBAND DEVELOPMENT AUTHORITY, also known as BROADLINC.

ARTICLE II: AUTHORITY AND LIMIT ON LIABILITY

Section II.01. Authority. BROADLINC is a public corporation organized pursuant to RCW 35.21.730 through 35.21.759, and Resolution No. 22-_____ (hereinafter "Resolution") of Spokane County, Washington (the "County").

Section II.02. Limit on Liability. All liabilities incurred by BROADLINC shall be satisfied exclusively from the assets and properties of BROADLINC, and no other creditor or other person shall have any right of action against or recourse to the County or any of the parties under contract with BROADLINC, their assets, credit or property on account of any debts, obligations, liabilities or acts or omissions of BROADLINC, unless expressly agreed to in writing by the County or party.

The following disclaimer shall be printed or stamped on all contracts and other documents that evidence any debt by BROADLINC. Failure to display, print or stamp the statement required by this section shall not be taken as creating any liability for any entity other than BROADLINC.

The Spokane Regional Broadband Development Authority ("BROADBAND") is organized pursuant to Resolution No. 22-___ of the Board of County Commissioners of Spokane County, Washington (the "County"), as existing or as hereinafter amended, and RCW 35.21.730 through 35.21.755. All liabilities incurred by BROADLINC shall be satisfied exclusively from the assets and properties of BROADLINC and no creditor or other person shall have any right of action against the County or any other entity on account of any debts, obligations, or liabilities of BROADLINC unless expressly agreed to in writing by the County or entity.

RCW 35.21.750 provides as follows: "[A]ll liabilities incurred by such public corporation, commission, or authority shall be satisfied exclusively from the assets and properties of such public corporation, commission, or authority and no creditor or other person shall have any right of action against the city, town, or county creating such corporation, commission, or authority on account of any debts, obligations or liabilities of such public corporation, commission, or authority."

ARTICLE III: DEFINITIONS

The words and phrases in this Charter shall have the same meanings as defined in the Resolution.

ARTICLE IV: DURATION

The duration of BROADLINC shall be perpetual except as provided in the Resolution.

ARTICLE V: PURPOSE

As authorized by RCW 35.21.730 through RCW 35.21.759, BROADLINC is established exclusively to undertake, assist with, and otherwise facilitate the public function of providing broadband infrastructure and services delivery enhancements, including but not limited to, terrestrial middle-mile and last-mile access, wireless relay points, satellite connection and other associated known and future technologies, as well as performing any other public function relating to providing such infrastructure services, delivery enhancements, including but not limited to:

1. Own, contract for the operation and management of and oversee the assets of BROADLINC.
2. Oversee and administer any grant awards in conjunction with other joint applicants and/or subrecipients.
3. Contract with and oversee the Operating Entity for service delivery of Dark Fiber Access owned by BROADLINC by ISPs.
4. Enter into agreements under the ILA with Member Entities to provide broadband infrastructure and services within the jurisdictional boundaries of such entities.
5. Oversee BROADLINC's budget and ensure Member Entities timely receive appropriate revenues.
6. Pursue ongoing applicable funding, grants, and loans and other customary businesses opportunities for enhanced broadband service delivery in infrastructure enhancement and assurance of Digital Equity, also called DDI.
7. Oversee the expansion of BROADLINC through the inclusion of additional participating municipal corporations, public entities, or municipalities (i.e. cities, towns, municipal corporations, public utility districts, quasi-municipal corporations, and special purpose districts).
8. Lead strategic direction for broadband delivery, infrastructure and enhancing for the region, with the State Broadband Office, Federal units and private sector integrations.
9. Participate, as appropriate, in public – private partnerships discussion, such as franchise agreements related to the broadband industry within Spokane County.

For the purpose of receiving the same immunities or exemptions from taxation as that of the Spokane County, BROADLINC constitutes a public agency and a creation of Spokane County (within the meaning of Article VII, § I of the Constitution of the state of Washington and within the meaning of those terms in regulations of the United States Treasury and rulings of the Internal Revenue Service prescribed pursuant to Section 103 of the Internal Revenue Code of 1986, as amended).

ARTICLE VI: POWERS AND RESPONSIBILITIES

Section VI.01. Powers. BROADLINC shall have and may exercise all lawful powers conferred by State laws, the Resolution, this Charter and its Bylaws. BROADLINC in all of its activities and transactions shall be subject to the powers, procedures subject to the limitations contained in the Resolution.

Section VI.02. Provision of Services. BROADLINC shall provide broadband infrastructure and

services to Member Entities desiring the same pursuant to one or more agreements under the ILA. Member Entities receiving such services shall pay a Dark Fiber Lease and/or MRC as established by the BROADLINC Governing Board ("Board").

Section VI.03. Actions against BROADLINC, the Board, Officers, Employees and Volunteers. The provisions of chapter 4.96 RCW shall apply to actions against BROADLINC, its directors, officers, employees and volunteers.

ARTICLE VII: GOVERNING BOARD

Section VII.01. Authority and Responsibilities of the Board. The Board shall have the authority and responsibilities to provide policy oversight and legislative direction for BROADLINC and its administration and assure the purposes described in the Resolution and this Charter are reasonably accomplished.

Section VII.02. Board Composition. The Board shall consist of _____ () persons as follow:

1. One (1) Spokane County Commissioner
2. Spokane County Chief Executive Officer
3. Spokane County Public Works Director
4. One (1) Elected Representative appointed jointly from the towns and/or cities having recorded populations under 50,000, as determined by the most recent US Census, and having executed an Interlocal Cooperation Act Agreement with BROADLINC for services
5. One (1) Elected Representative appointed jointly from the cities having a recorded population over 50,000, as determined by the most recent US Census, and having executed an Interlocal Cooperation Act Agreement with BROADLINC for services

Section VII.03. Conditions. A member of the Board may only serve for such a time that he or she is the duly appointed and acting in the capacity they represent. All members of the Board serve without compensation from BROADLINC.

Section VII.04. Quorum. At all meetings of the Board, a majority of voting members shall constitute a quorum.

Section VII.05. Committees. The Board may have Working Subcommittees as provided for in the Resolution.

Section VII.06. Voting. The Board shall strive to operate by consensus. Each individual member of the Board shall be a voting member. Any resolution or motion authorizing or approving an action shall require an affirmative vote of a majority of the Board members voting on the issue, unless otherwise provided for in the Resolution or this Charter. Proxy voting shall not be allowed.

Section VII.07. Officers. The Board shall have two officers, a Chair and Vice-Chair. Appointment, removal and term of office shall be established in the Bylaws.

Section VII.08. Actions Requiring Approval by Resolution of the Board. Review and approval of Board by resolution shall be necessary for any of the following actions:

1. Transfer or conveyance of an interest in real estate other than release of a lien or

satisfaction of a mortgage after payment has been received and execution of a lease.

2. Contracting of debts, issuance of notes, debentures or bonds, and mortgaging or pledging of BROADLINC assets or credit to secure the same.
3. Donation of money, property, or other assets belonging to BROADLINC.
4. Action by BROADLINC as a surety or guarantor.
5. Adoption of an annual budget and a separate capital budget, and amendments thereto.
6. Certification of annual reports and statements by the state auditor, as required under chapter 43.09 RCW, to be filed with the Clerk as true and correct in the opinion of the Board and of its members except as noted.
7. Adopting and amending the Bylaws.
8. Consistent with chapter 4.96 RCW, adoption of policies and procedures for managing actions against BROADLINC, the Board, officers, employees, and volunteers.
9. Instituting legal proceedings in BROADLINC's name.
10. Dissolution of BROADLINC, upon approval by two-thirds of the entire Board.
11. Amending Dark Fiber Lease and/or Monthly Reoccurring Charge (MRC).
12. Recommending amendments to this Charter.

ARTICLE VIII: MEETINGS

Section VIII.01. Frequency of Meetings. The Board shall meet as established in the Bylaws, but not less than quarterly. Special meetings of the Board may be called as provided in the Bylaws.

Section VIII.02. Open Public Meetings. The Open Public Meetings Act, chapter 42.30 RCW, shall apply to all meetings of the Board or any committee or working committee thereof when the committee acts on behalf of the Board, conducts hearings or takes testimony or public comment. Members of the Board may participate in a regular or special meeting through the use of any means of remote participation as authorized by law. Any Board member participating in a meeting by such means is deemed to be present in person at the meeting for all purposes including, but not limited to, establishing a quorum.

Section VIII.03. Parliamentary Authority. The most current version of Robert's Rules of Order Newly Revised shall guide meetings where they are consistent with this Charter or Bylaws.

Section VIII.04. Minutes. The Board shall cause minutes to be kept of all regular and special meetings of the Board. Minutes shall include a record of individual votes on all matters requiring approval of the Board. Minutes shall be kept in accordance with chapter 42.32 RCW.

ARTICLE IX: BYLAWS

The Board shall review, approve and amend Bylaws for all matters related to the governance of BROADLINC. The Bylaws provide rules governing BROADLINC and its activities consistent with the laws of the State, the Resolution and this Charter. In the event of a conflict between the Bylaws, the

Resolution, and this Charter, the Resolution shall control, this Charter shall be second in priority, followed by the Bylaws. Any amendments to the Bylaws (which may consist of an entirely new set of Bylaws) shall be approved by resolution of the Board.

ARTICLE X: AMENDMENTS OF CHARTER AND BYLAWS

Amendments to this Charter shall be as provided in the Resolution. Amendments to the Bylaws shall be as provided in Article IX of this Charter and be amended by majority vote of the BROADLINC Governing Board.

ARTICLE XI: ADOPTION OF FISCAL YEAR AND BUDGET

Section XI.01. Fiscal Year. The fiscal year shall coincide with the calendar year.

Section XI.02. Funding. Funding for BROADLINC operations and activities include but are not limited to funds distributed to BROADLINC from grants and Dark Fiber Lease and/or Monthly Reoccurring Charge (MRC). The Board shall determine any Dark Fiber Lease and/or Monthly Reoccurring Charge (MRC).

Section XI.03. Budget Process. Within the timelines prescribed in the Bylaws, the Director shall provide to the Board a preliminary budget approved by the Finance Committee for the ensuing fiscal year.

Section XI.04. Budget Adoption. Within the timelines prescribed in the Bylaws, the Director shall provide to the Board for review and approval of a final budget for the ensuing fiscal year. This budget shall include: proposed service levels, baseline operations budget, any proposed enhancements, recommended capital equipment/facility acquisition and proposed financing methodologies. No increase or decrease to the final budget shall occur without the approval of the Board.

Section XI.05. Accounting, Budgeting and Reporting. BROADLINC shall be subject to the Budgeting Accounting & Reporting System (BARS) applicable local government and shall comply with local government accounting laws, including but not limited to chapter 43.09 RCW.

ARTICLE XII: DIRECTOR AND OPERATIONS

The Board may appoint, designate, employ, contract for and remove a Director of BROADLINC and such other personnel as determined to be necessary for its operations. The Director and other personnel shall be responsible to the Board for the administration of the affairs of BROADLINC as may be authorized from time to time by resolution of the Board. The Director may be authorized or delegated by BROADLINC to: (i) supervise and be responsible for the effective management of the administrative affairs of BROADLINC; (ii) sign documents and contracts on behalf of BROADLINC; and (iii) perform such other duties as delegated or assigned by the Board.

ARTICLE XIII: REGISTERED AGENT, CLAIMS AND SERVICES

Section XIII.01. Registered Agent. The registered agent for BROADLINC is its Director. The identity of the agent and the address where he/she may be reached during normal business hours must be recorded with the County Auditor. A statement of the registered agent designation, executed by the Chair of the Board shall be filed with the Secretary of State.

Section XIII.02. Claims. Claims made for the damages made under chapter 4.96 RCW shall be

filed with the Director. The identity of the agent and the address where he/she may be reached during normal business hours must be recorded with the County Auditor.

Section XIII.03. Service of Process. Service of process under RCW 4.28.080 shall be by delivering a copy of the summons and complaint to the Director. The identity of the agent and the address where he/she may be reached during normal business hours must be recorded with the County Auditor.

Section XIII.04. Filing. Within thirty (30) days of receipt of the filings described in this Article XIII, BROADLINC shall file copies with the Clerk.

ARTICLE XIV: MISCELLANEOUS

Geographic Limitation.

BROADLINC may conduct activities outside of the County, subject, however, to the applicable limitations set forth in RCW 35.21.740.

Nonexclusive Charter.

This Charter is nonexclusive and does not preclude the granting by the County of other charters to establish additional public corporations pursuant to action of the Board of County Commissioners.

ARTICLE XV: COMMENCEMENT

BROADLINC shall commence its existence effective upon the issuance of its Charter, as sealed and attested by the Clerk.

ARTICLE XVI: DISSOLUTION

Dissolution of BROADLINC shall be in the form and manner required by State law and the Resolution.

ARTICLE XVII: ORDER OF PRECEDENCE

In the event of an inconsistency between the Charter and the Resolution, the inconsistency shall be resolved by giving precedence to the Resolution.

ARTICLE XVIII: APPROVAL OF CHARTER

This Charter was APPROVED by Resolution No. 22-0845 adopted by the Board of County Commissioners of Spokane County, Washington of the 13th day of Dec. 2022.

BOARD OF COUNTY COMMISSIONERS
OF SPOKANE COUNTY, WASHINGTON

ABSENT

MARY L. KUNEY, Chair

ATTEST: ^c

Ginna Vasquez

Ginna Vasquez
Clerk of the Board

AL FRENCH, Vice- chair

Josh Kerns

JOSH KERNS, Commissioner



**AN INTERLOCAL AGREEMENT BETWEEN THE CITY OF MEDICAL LAKE AND
THE SPOKANE REGIONAL BROADBAND DEVELOPMENT AUTHORITY
REGARDING NECESSARY OPEN ACCESS BROADBAND INFRASTRUCTURE,
SERVICES DELIVERY ENHANCEMENTS AND DIGITAL EQUITY SOLUTIONS**

THIS INTERLOCAL AGREEMENT (this “Agreement”) is entered into this ____ day of _____, 2023 (the “Effective Date”) by and between the **CITY OF MEDICAL LAKE**, a Washington State municipal corporation, having offices for the transaction of business at 124 South Lefevre St, Medical Lake, WA 99022 (as the “CITY”), and the **SPOKANE REGIONAL BROADBAND DEVELOPMENT AUTHORITY**, a quasi-municipal corporation created pursuant to RCW 35.21.730 - .755, having offices for the transaction of business at 1026 W Broadway Ave, Spokane, WA 99201 (as “BROADLINC”), who are hereinafter referred to as the “PARTIES.”

WITNESSETH:

WHEREAS, the CITY OF MEDICAL LAKE is a State of Washington first class charter CITY organized and existing under the Constitution and laws of the State of Washington; and

WHEREAS,

WHEREAS, Spokane County, acting through the Board of County Commissioners, approved Resolution 2022-0845 on December 13, 2022, which is attached hereto as **Exhibit A** and incorporated herein by this reference, which created the Spokane Regional Broadband Development Authority to (i) oversee the acquisition of broadband assets/infrastructure, as lead or co-applicant (where most appropriate), on behalf of member cities and towns of Spokane County, (ii) administer broadband assets/infrastructure for shared use and benefit with the participating cities, towns and areas, and (iii) insure necessary broadband infrastructure and services delivery enhancements; and

WHEREAS, Resolution 2022-0845 also adopted BROADLINC’s charter (the “Charter”), which is attached hereto as **Exhibit B** and incorporated herein by this reference, authorized the creation of corporate bylaws, and established a Board of Directors to govern its affairs; and

WHEREAS, the PARTIES recognize the need to promote digital equity and inclusion that aims to ensure all people and communities have skills, technology and capacity needed to reap the full benefits of our digital economy; and

WHEREAS, Resolution 2022-0845 and the Charter anticipate that various cities and towns will enter into interlocal agreements with BROADLINC for the sole purpose of planning, creating and maintaining regional broadband infrastructure capacity and service delivery expansion to such entities; and

WHEREAS, Chapter 39.34 RCW (the “Interlocal Cooperation Act”) permits local governmental units to make the most efficient use of their powers by enabling them to cooperate on the basis of mutual advantage; and

WHEREAS, it is the desire of the CITY to enter into this Agreement with BROADLINC to assist the CITY in the administration, coordination, implementation, and deployment of broadband infrastructure and access. The purpose of such actions is to encourage, foster, develop, and improve affordable, quality broadband accessibility for underserved, and unserved communities and populations including those where there is demonstrated digital equity needs; as set forth in this Agreement; and

WHEREAS, the PARTIES have entered into this Agreement in consideration of the mutual benefits to be derived and to coordinate their efforts through the structure provided by the Interlocal Cooperation Act.

NOW, THEREFORE, the PARTIES hereby agree as follows:

SECTION NO. 1: **PURPOSE**

The purpose of this Agreement is to allow BROADLINC to coordinate with the CITY in the development of strategies and plans that encourage, foster, develop, and improve affordable, quality broadband accessibility for underserved, and unserved communities and populations in Spokane County.

SECTION 2: **RESPONSIBILITIES OF THE PARTIES**

2.1 **CITY’s Responsibilities:** The CITY’s obligations under this Agreement are to: (1) designate a primary point of contact for BROADLINC Executive Director; (2) coordinate the selection for the board position on the BROADLINC board from towns/cities having recorded populations under 50,000, as determined by the most recent US Census, which board membership shall be otherwise governed by BROADLINC’s Charter and bylaws; and (3) inform BROADLINC of broadband and digital equity related activities, including private internet service providers communicating with the City/Town in conjunction with the broadband efforts. The CITY, within its sole discretion, shall determine the appropriate legislative or administrative action to effectuate the foregoing commitments.

2.2 **BROADLINC’s Responsibilities:** BROADLINC’s obligations are based on the responsibilities enumerated in the Resolution 2022-0845, Charter and its bylaws, and include the following:

- a) Oversee assets of BROADLINC. Additionally, and upon mutual agreement by the PARTIES, the CITY may convey, lease, and/or allow joint use of CITY owned broadband infrastructure to BROADLINC.

- b) Oversee and administer any grant awards in conjunction with other joint applicants and/or subrecipients.
- c) Oversee the Operating Entity for service delivery of Dark Fiber owned by BROADLINC.
- d) Oversee BROADLINC’s budget and ensure Third Party Entities timely receive appropriate revenues.
- e) Pursue ongoing applicable funding, grants, and loans and other customary businesses opportunities for enhanced broadband service delivery in infrastructure enhancement and assurance of Digital Equity and Inclusion.,
- f) Oversee the expansion of BROADLINC though the inclusion of additional participating municipal corporations, public entities, or municipalities (i.e. cities, towns, municipal corporations, public utility districts, quasi-municipal corporations, and special purpose districts) via Interlocal Cooperation Agreement(s).
- g) Lead strategic direction for broadband delivery, infrastructure and enhancing for the region, with the State Broadband Office, Federal units, and private sector integrations.
- h) Participate, as appropriate, in public – private partnerships discussion, such as franchise agreements related to the broadband industry within Spokane County.
- i) BROADLINC shall submit a yearly budget, annual report of actuals and revenue proforma to CITY.

SECTION NO. 3: DURATION

This Agreement shall take effect on the Effective Date and shall continue unless one or all of the PARTIES give notice of termination as provided for in Section 9 of this Agreement, or unless BROADLINC terminates pursuant to Resolution 2022-0845, its Charter or State law

SECTION NO. 4: COMPENSATION

There shall be no direct compensation to or from either party.

SECTION NO. 5: RELATIONSHIP OF THE PARTIES

The PARTIES’ relationship is set forth in the Recitals of Spokane County Resolution 2022-0845, which is attached hereto as **Exhibit A**.

SECTION NO. 6: LIABILITY

6.1 BROADLINC hereby agrees to indemnify and hold harmless the CITY, its officers, and employees from any and all claims, actions, causes of action, judgments, or liens occasioned by or arising out of BROADLINC's negligence or BROADLINC's failure to comply with applicable laws in BROADLINC's performance of this Agreement (except for any willful misconduct or negligence of the CITY and except for matters for which the CITY has agreed to indemnify BROADLINC hereunder) and to defend for and on behalf of the CITY, its officers and employees, at its own expense, any such claim or cause of action, and, in the event of recovery thereon, to pay any judgment or lien arising therefrom, including any and all costs as a part thereof.

6.2 The CITY hereby agrees to indemnify and hold harmless BROADLINC, its officers and employees from any and all claims, actions, causes of action, judgments or liens occasioned by or arising out of the CITY's negligence or the CITY's failure to comply with applicable laws in the CITY's performance of this Agreement (except for any willful misconduct or negligence of the CITY and except for matters for which BROADLINC has agreed to indemnify the CITY hereunder), and to defend for and on behalf of BROADLINC, its officers and employees, at its own expense, any such claim or cause of action, and, in the event of recovery thereon, to pay any judgment or lien arising therefrom, including any and all costs as a part thereof.

6.3 As BROADLINC's activities, operations, and assets change, the BROADLINC agrees to acquire and maintain appropriate insurance, including but not limited to public liability insurance and errors and omissions insurance, in an amount as specified by the CITY and approved by the appropriate CITY department sufficient to cover potential claims that may arise from or be related to BROADLINC's projects or activities. BROADLINC agrees to name the CITY as an additional insured on such insurance policies.

6.4 Pursuant to state law, the PARTIES expressly understand and agree that any obligation or liability arising out of and/or incurred by either party by reason of this Agreement, or the carrying out of any activity in connection therewith, shall be satisfied exclusively from the assets and credit of the party incurring such liability or obligation, and no creditor or any other person or entity shall have any recourse to any of the assets, credit, or services of the CITY or Spokane County on account of any debts, obligations, or liabilities of BROADLINC. No member of the Board, other officer, employee or agent of BROADLINC shall be individually and personally liable on any obligation assumed by BROADLINC by this Agreement, nor shall any Board member, other officer, employee or agent be individually and personally liable on any obligation assumed by the CITY by this Agreement.

SECTION NO. 7: NOTICES

All notices shall be in writing and served on the other party either personally or by certified mail, return receipt requested. Notices sent by certified mail shall be deemed served when deposited in the United States mail, postage prepaid.

CITY: Mayor or designee
CITY OF MEDICAL LAKE

124 South Lefevre St,
Medical Lake, WA 99022

BROADLINC: Executive Director
BROADLINC Public Development
1116 West Broadway Ave
Spokane, WA 99260

SECTION NO. 8: ANTI-KICKBACK

No officer or employee of either party hereto, 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 NO. 9: TERMINATION

Except as otherwise contemplated by Section 3 above, there shall be no specific termination date applicable to this Agreement. However, either party may, solely within its own discretion, terminate this Agreement with one hundred and eighty days' notice to the non-terminating party.

SECTION NO. 10: MISCELLANEOUS

- A. **NON-WAIVER:** No waiver by either party of any of the terms of this Agreement shall be construed as a waiver of the same or other rights of that party in the future.
- B. **HEADINGS:** Headings are inserted for convenience of reference only and are not to be deemed part of or to be used in construing this Agreement.
- C. **ENTIRE AGREEMENT:** This Agreement contains the entire understanding of the PARTIES. No representation, promises, or agreements not expressed herein have been made to induce either party to sign this Agreement.
- D. **MODIFICATION:** No modification or amendment to this Agreement shall be valid until put in writing and signed with the same formalities as this Agreement.
- E. **ASSIGNMENT:** This Agreement shall be binding upon the PARTIES, their successors and assigns. Neither party may assign, transfer, or subcontract its interest in this Agreement without the written approval of the other party.
- F. **SEVERABILITY:** In the event any portion of this Agreement should become invalid or unenforceable, the rest of the Agreement shall remain in full force and effect.
- G. **COMPLIANCE WITH LAWS:** The PARTIES shall observe all federal, state and local laws, ordinances and regulations, to the extent that they may be applicable to the terms of this Agreement.

- H. **NON-DISCRIMINATION:** No individual shall be excluded from participation in, denied the benefit of, subjected to discrimination under, or denied employment in the administration of or in connection with this Agreement because of age, sex, race, color, religion, creed, marital status, familial status, sexual orientation, national origin, the presence of any sensory, mental or physical disability, or use of a service animal by a disabled person.
- I. **VENUE:** This Agreement shall be under the laws Washington State. Any action at law, suit in equity or judicial proceeding regarding this Agreement, or any provision hereto, shall be instituted only in courts of competent jurisdiction within Spokane County, Washington.
- J. **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.
- H. **UNDEFINED OR CONFLICTING TERMS:** Any capitalized terms that are otherwise undefined herein shall take the meaning assigned in the attached Resolution 2022-0845 or Charter. In the event of a conflict between the terms of this Agreement and Resolution 2022-0845 or the Charter; Resolution 2022-0845 shall control, the Charter shall be second in priority followed by this Agreement.

SECTION NO. 11: RCW 39.34 REQUIRED CLAUSES

- A. **PURPOSE:** See Section No. 1 above.
- B. **DURATION:** See Section No. 3 above.
- C. **ORGANIZATION OF SEPARATE ENTITY AND ITS POWERS:** No new or separate legal or administrative entity will be created to administer the provisions of this Agreement.
- D. **RESPONSIBILITIES OF THE PARTIES:** See Section No. 2 above.
- E. **AGREEMENT TO BE FILED:** The CITY shall file this Agreement with its CITY Clerk or place it on its web site or other electronically retrievable public source.
- F. **FINANCING:** To the extent applicable, each party shall be responsible for the financing of its contractual obligations under its normal budgetary process.
- G. **TERMINATION:** See Section No. 9 above.
- H. **PROPERTY UPON TERMINATION:** Title to all property acquired by BROADLINC under this Agreement shall remain with BROADLINC, unless otherwise provided for in Ordinance No. 2022-0845 or as otherwise agreed to by the PARTIES.

IN WITNESS WHEREOF, the PARTIES have caused this Agreement to be executed as of the Effective Date first written above.

CITY OF MEDICAL LAKE

By: _____
Its: _____

Attest:

Approved as to form:

CITY Clerk

Assistant CITY Attorney

BROADLINC

By: _____
Its: _____

EXHIBIT A

(Resolution 2022-0845)

EXHIBIT B

(PDA Charter)



Prepared for Executech

To Bert Baker
Email bert@executech.com

Prepared by Client Success

Executech
Phone 800.400.7554 Website <http://www.executech.com>

Quote number 1005280 Date March 24, 2023 Valid until May 22, 2023 at 9:00 AM

City of Medical Lake - Executech Managed IT Services (6 Hours - 2023)

What it means to be an Executech client

People First. That's our number one motto, value, and catchphrase. We're bringing a more human approach to IT that will make technology the least of your worries. Being People First means:

- We are down-to-earth and friendly regular people — just like the rest of your team.
- No tech jargon, no pushy upgrades, just approachable IT service.
- Clients work with a dedicated team — not a revolving door of strangers.
- We follow up and communicate regularly to keep you informed and educated.
- We develop an intimate knowledge of your business, network, and technology needs.

You can count on our team of over 200 IT experts that support over 1,000 business networks across the West.

Don't believe we're this good? Read about us: ★★★★★

Client Testimonials: <https://www.executech.com/testimonials/>

Clutch Reviews: <https://clutch.co/profile/executech>



Managed IT Services

Executech's Managed IT Services Agreement (MITS) is designed to provide the necessary end user and IT infrastructure support your business needs to run optimally.

As part of this service offering, Executech provides unlimited remote Service Desk Support to take care of your day-to-day end-user needs. In addition, this package includes up to 6 hours each month of Senior Engineering / other on-site support at no additional premium.

This package also includes anti-virus, spam filtering, ransomware protection, periodic QA reviews, and remote monitoring management (RMM) tool. RMM creates an environment that is easy to maintain. RMM provides system management of computers and servers, a ticketing system, and in-depth reporting. Monitors updates, backup, and antivirus. Performs automatic updates, patch management, inventory management, and network health reporting. Allows control over what software is allowed on the network. Automates system management and repairs. Enables remote access, allowing our team to work without disrupting employees.

Covers up to 25 workstations and 4 servers. Each additional workstation or server will increase the monthly fee by \$60/month.

Sr. Engineering includes escalated support tickets, server troubleshooting, server-side/O365 reconfigurations of account or software settings, etc. Unused hours do not roll over from month to month. Any hours that exceed the monthly amount will be billed at \$175/hr.

Projects, hardware, email, backup, and other products and services are to be charged separately.

2,080.00
x 1
2,080.00
per month
(for 12 months)

Total excluding tax

\$2,080.00
per month
(for 12 months)

Executech Managed Services Agreement Terms & Conditions

1. Applicability

The accompanying Statement of Work ("SOW") is an agreement by the client listed in this quote ("Client") for the purchase of the services provided by EXECUTECH UTAH, LLC ("Service Provider") in accordance with and subject to these terms and conditions (these "Terms" together with the SOW, this "Agreement").

This Agreement, together with any documents incorporated herein by reference, constitutes the sole and entire agreement of the parties and supersedes all prior or contemporaneous understandings, agreements, negotiations, representations and warranties, and communications, both written and oral. In the event of any conflict between these Terms and the SOW, the SOW shall govern. These Terms prevail over any terms and conditions contained in any other documentation and expressly exclude any of the Service Provider's general terms and conditions or any other document issued by the Service Provider in connection with this Agreement.

2. Services

Service Provider shall provide the services to Client as described in the SOW (the "SOW") in accordance with these Terms.

3. Payment Terms

(a) Due. Unless otherwise stated, Service Provider offers Net 30 terms to the Client. Invoices are past due if they are not paid in full within thirty (30) days from the invoice date.

(b) Late Fees. If Client fails to pay within the terms provided, interest on the unpaid balance will begin to accrue at the lesser of the maximum rate permitted under applicable law or one and one-half percent (1.5%) per month from the date due.

(c) Open Balances. Clients with open balances more than ninety (90) days from the invoice date will be evaluated for suspension of any and all Services and will be evaluated to have the open balance submitted to a collection agency. The client agrees to pay for any and all collection costs and/or attorney's fees.

(d) Credit Card Fees. All payments made with a credit card are subject to a three percent (3%) convenience fee, per transaction.

(e) Service Fees. As outlined in the SOW, service fees shall increase each year on the anniversary date of this agreement by the greater of 5% or the increase in the U.S. consumer price index, with a such increase not to exceed 10% per annum.

4. Confidentiality

(a) Client Confidential Information. Client acknowledges Service Provider may acquire information of Client, or Client's customers, that Service Provider knows Client considers to be confidential and proprietary ("Client Confidential Information"). Examples may include, without limitation, customer lists, pricing, purchase records, financial records, tax records, medical records, and legal records. Service Provider will use commercially reasonable efforts to maintain the confidentiality of Client Confidential Information and will not use it for Service Provider's own benefit or disclose it to third parties without the prior written consent of Client, except as expressly permitted herein. Service Provider may disclose Client Confidential Information to its employees, consultants, or others to perform Services for Client. This provision will not extend to information that (i) the Service Provider already knew, (ii) the Service Provider learns independently of Client, (iii) becomes generally available through no fault of the Service Provider, or (iv) the Service Provider is legally obligated to disclose. Notwithstanding the foregoing, Client Confidential Information may be disclosed to the officers, directors, employees, agents, or representatives of the Service Provider on a "need to know" basis for the purposes of performing its respective obligations pursuant to this Agreement.

(b) Provider Confidential Information. Client acknowledges that it may acquire Service Provider's proprietary checklists and installation/configuration procedures, and other information of a proprietary or confidential nature, which Service Provider considers confidential information ("Service Provider Confidential Information"). The client will use commercially reasonable efforts to maintain the confidentiality of the Service Provider's Confidential Information and will not disclose Service Provider's Confidential Information to third parties without the prior written consent of the Service Provider.

(c) Advertising and Publicity. Except for materials already made public, neither party will distribute any news releases, articles, brochures, speeches, or advertisements concerning this Agreement, nor use the other party's name or trademarks (or any variation thereof), without the other party's prior written consent, which will not be unreasonably conditioned, withheld, or delayed.

5. Non-Solicitation

(a) Term. Client hereby expressly recognizes the expertise of Service Provider's employees and covenants to not solicit or encourage, directly or indirectly, any of Service Provider's employees for work not contemplated in the SOW, including without limitation (i) private use of the Service Provider employee by Client or its affiliate; (ii) making offers to the Service Provider employee in an attempt to lead the Service Provider employee from Service Provider and to Client; (iii) requesting any information regarding Service Provider or its employees that is not contemplated by the SOW and/or has not been authorized by Service Provider; (iv) attempting to engage the Service Provider employee in "side work" or "moonlighting prospects" in which the Service

Provider employee would do work for Client, or one of its affiliates, outside of the scope of the SOW regardless of whether the Service Provider employee would or would not receive additional compensation not expressly stated in the SOW; (v) any and all attempts to disenfranchise the Service Provider employee from his/her employment relationship with Service Provider; and (vi) making any attempt whatsoever, in any degree, to solicit work from the Service Provider employee, either on a contractual basis, as party to a competitor of the company, or through full-time employment.

(b) Penalty. If written approval is not provided by the CEO of the Service Provider and Client violates the provisions of this Section 5, Client will pay Service Provider liquidated damages in an amount equal to the total compensation, including salary, wages, bonuses, commissions, equity, employee benefits, cost of training, etc., that the applicable Service Provider employee received during the prior twelve (12) months of employment or \$100,000.00, whichever is greater. Because of the Service Provider's unique offering and the difficulty of determining actual damages associated with losing trained Service Provider Employees, the parties acknowledge that the measure of liquidated damages set forth in this Section 5 is reasonable. This provision for damages will not limit remedies against Client for any other breach of this Section 5 or from asserting any cause of action independent of it.

6. Responsibilities

(a) Shared Responsibility. The client is responsible for: (i) cooperating with the Service Provider in the provision of the Services; (ii) providing the timely and effective performance of its responsibilities, decisions, and approvals; (iii) procuring and paying for any equipment, supplies, or software necessary to support its information technology system as well as to support the delivery of the Services; and (iv) providing any applicable system and IT infrastructure documentation as requested.

If the Service Provider arrives at the scheduled service time and determines Client has failed to comply with this Section 6(a), Services may be denied, and a cancellation charge will be assessed on a time-and-materials basis.

(b) Access. The Service Provider may install software to access the Client's equipment and check the status of antivirus/patches as well as to make repairs. If Client wishes to decline this software installation and subsequent access, Client must notify Service Provider in writing. The client will also provide the Service Provider access to user workstation areas and the name, phone number, email address, and title of each authorized user. Every user must be listed as an authorized help desk caller.

(c) Information and Technology. The client will provide accurate information to Service Provider in connection with the Services. The client will maintain the current software, hardware, and operating systems necessary for the provision of the Services. All servers and computers must be running an operating system that is no closer than one (1) year from being the end of life, and currently under a manufacturer's warranty. All software must be genuine, licensed, and vendor-supported. The client understands the Services and system are subject to external factors not within Service Provider's control. The client will ensure that its internet connection is secure. The client will obtain all necessary software licenses, hardware warranties, data file storage, backups, and other support necessary for Service Provider to provide the Services. All systems must use Service Provider's designated anti-virus and anti-malware software. The network must have Service Provider approved firewalls, access points, and managed switches that are currently licensed, up-to-date, and vendor-supported.

(d) EULAs. Portions of the Services may require Client to accept the terms of one or more third-party end user license agreements ("EULAs"). If the acceptance of a EULA is required to provide the Services to Client, Client hereby grants Service Provider authority to accept such EULA on Client's behalf. EULAs may contain service levels, warranties, and liability limitations that differ from those contained in this Agreement. Client agrees to be bound by the terms of such EULAs and will look only to the applicable third-party provider for any claim pursuant to such EULAs.

(e) Data Backup. Client agrees to back up all data, files, and information prior to the performance of any Services and hereby assumes sole responsibility for any lost or altered data, files, or information.

(f) Reliance on Representations. Service Provider will be entitled to rely on the representations of the Client's management and staff.

(g) Reliance on Data. In order to keep the costs of the project to a minimum, Client staff may be utilized to supply basic data and documents. Service Provider will be entitled to rely on any data obtained from Client personnel will be accurate. This data will be analyzed to determine the existing hardware/software architecture.

(h) Environment, Network, Equipment, or System Changes. Client agrees to notify and consult Service Provider before initiating changes to its IT environment, before moving, modifying, altering, or adding any equipment to the operating network or system, or before implementing third-party vendor changes. Service Provider will review the proposed changes and inform Client of any potential impacts to the Services as well as Client's business operations. Modifications to the environment, network, equipment or system without prior consent of Service Provider may result in the nullification of warranties and service agreements applicable to

such equipment and related Services, and Client, therefore, releases Service Provider from any obligations to maintain such modified environment, network, equipment or system. If Client chooses to implement changes that negatively impact the Services, Client will hold Service Provider harmless for any resulting issues.

(i) Risk of Loss. Client will bear the risk of any loss, damage, or destruction of Client's assets, equipment, or property provided or maintained by Service Provider from: fire, water damage, theft, or other casualties. Client will be solely responsible for insuring Client's property and filing insurance claims for losses associated therewith.

(j) Property Destruction. If Client or any employees or contractors of Client damage any Service Provider Property (as hereinafter defined), including Service Provider's network systems, Client will be responsible for Service Provider's remediation of such damage. This may include, without limitation, time spent investigating the problem, correcting the problem, and replacing any technical hardware, or cabling. All such remediation work will be billed to Client at Service Provider's then-current time-and-materials rates.

(k) Data Loss. Under no circumstances will Service Provider be responsible for any data lost, corrupted, or rendered unreadable due to (i) communication and/or transmissions errors or related failures, (ii) equipment failures (including but not limited to silent hardware corruption-related issues), or (iii) Service Provider's failure to backup or secure data from portions of the system not expressly designated in this Agreement as requiring backup or recovery services. Service Provider does not warrant that any maintained storage device or functionality, data backup device or functionality, or load balancing functionality will operate in an error-free manner.

(l) Intellectual Property Rights. Service Provider will have and retain full and exclusive ownership of all intellectual property rights associated with any design, data, specification, know-how, software, device, technique, algorithm, method, discovery or invention, whether or not reduced to practice, relating to any (i) Services, including any Service Provider work product, (ii) result of any Services, (iii) joint development, and (iv) enhancement or improvement to or derivative of any of the foregoing (collectively, "Service Provider Property"). Client receives no right, title, or interest in or license to use any Service Provider Property. However, Service Provider hereby grants Client a non-exclusive, non-transferable, non-sublicensable, and terminable license to use the Service Provider Property necessary for Client to exercise its rights hereunder. Client will not provide access to Service Provider Property, including without limitation, software and systems, to anyone other than Client's employees and contractors who (x) are bound by law or written agreement to comply with Client's duties under this Agreement, and (y) require such access to assist Client in its permitted use of the Service Provider Property. Client will not directly or indirectly reverse engineer, decompile, disassemble, or copy any Service Provider Property. Client will return all Service Provider Property to Service Provider upon termination or expiration of this Agreement. Client will cooperate to take such actions reasonably requested to vest ownership of Service Provider Property in Service Provider.

(m) Third-Party Services. Portions of the Services may be acquired from, or rely upon the services of, third-party manufacturers or service providers, such as data hosting services, domain registration services, and data backup/recovery services ("Third-Party Service"). Service Provider reserves the right to utilize the services of any third-party provider or to change third-party providers in its sole discretion as long as the change does not materially diminish the Services to be provided to Client. Service Provider will not be responsible, and will be held harmless by Client, for the failure of any third-party provider or manufacturer to provide Third-Party Services to Service Provider or to Client.

7. Limitation of Liability

(a) Liability Limits. The Services may contain bugs, errors, problems or other limitations. Service Provider has no liability whatsoever for Client's use of the Services, inability to use the Services or Client's reliance on or use of information from the Services or through the Services that results from mistakes, omissions, interruptions, deletions of files, errors, defects, delays in operation or any failure of performance. IN NO EVENT SHALL SERVICE PROVIDER BE LIABLE TO CLIENT OR TO ANY THIRD PARTY FOR ANY LOSS OF USE, REVENUE OR PROFIT OR LOSS OF DATA OR DIMINUTION IN VALUE, OR FOR ANY CONSEQUENTIAL, INCIDENTAL, INDIRECT, EXEMPLARY, SPECIAL, OR PUNITIVE DAMAGES WHETHER ARISING OUT OF BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE), OR OTHERWISE, REGARDLESS OF WHETHER SUCH DAMAGES WERE FORESEEABLE AND WHETHER OR NOT SERVICE PROVIDER HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, AND NOTWITHSTANDING THE FAILURE OF ANY AGREED OR OTHER REMEDY OF ITS ESSENTIAL PURPOSE. The negation of damages set forth above is a fundamental element of the basis of the bargain between Service Provider and Client. The Services would not be provided without such limitations.

(b) Indemnification. Client agrees to indemnify, defend, compensate, reimburse, and hold harmless, Service Provider, its subsidiaries, affiliates, officers, directors, employees, agents, licensors, consultants, suppliers, and any third-party website provider involved in the provision of Services, from and against all claims, demands, actions, liabilities, losses, expenses, damages, judgments and costs, including attorneys' fees, related to or arising from Client's breach of this Agreement or violation

of any applicable law or regulation. Service Provider reserves the right, at its own expense, to assume the exclusive defense and control of any matter otherwise subject to indemnification by Client. Client must not, in any event, accept a settlement of any dispute relating to this Agreement without the prior written consent of Service Provider.

(c) Non-Disparagement. Client will not directly or indirectly make, publish, or communicate to any person or entity any defamatory or disparaging remarks, comments, or statements concerning Service Provider or its employees either during or after the Agreement's termination or expiration.

(d) Insurance Limits. Service Provider will maintain business insurance greater than \$1M on both General Liability and Errors and Omissions Liability. Service Provider will provide, within five (5) business days, proof of insurance upon customer request. Client acknowledges that Service Provider has strongly advised it to obtain a cybersecurity insurance policy.

(e) Warranty. Service Provider warrants that all Services will be performed in a professional and workman-like manner in accordance with general industry standards. Client must report any deficiencies in Services to Service Provider in writing within ten (10) business days of performance of such Services in order to receive warranty remedies.

THIS WARRANTY IS GIVEN IN LIEU OF ALL OTHER EXPRESSED OR IMPLIED WARRANTIES. NO OTHER WARRANTIES APPLY, INCLUDING, BUT NOT LIMITED TO, ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. ALL SERVICES ARE PROVIDED "AS IS" AND "WHERE IS" AND EACH PARTY DISCLAIMS ALL WARRANTIES, WHETHER WRITTEN OR ORAL, EXPRESS OR IMPLIED OR STATUTORY, INCLUDING, BUT NOT LIMITED TO, WARRANTIES OF MERCHANTABILITY, TITLE, OR FITNESS FOR A PARTICULAR PURPOSE. SERVICE PROVIDER DOES NOT WARRANT THAT THE SERVICES, SERVICE DELIVERABLES, OR ANY THIRD-PARTY PRODUCTS ARE ERROR-FREE, OR WILL OPERATE IN AN UNINTERRUPTED MANNER OR IN COMBINATION WITH OTHER SOFTWARE PRODUCTS. THERE IS NO WARRANTY FOR THIRD PARTY SOFTWARE OR THIRD-PARTY HARDWARE PROVIDED BY SERVICE PROVIDER AND EACH SUCH THIRD-PARTY SOFTWARE OR THIRD-PARTY HARDWARE SHALL BE GOVERNED BY THE WARRANTIES OFFERED BY THE APPLICABLE THIRD PARTY UNDER THE TERMS OF THE AGREEMENT BETWEEN CLIENT AND SUCH THIRD PARTY. IN ADDITION, AND WITHOUT LIMITATION, SERVICE PROVIDER DOES NOT WARRANT OR REPRESENT THAT ANY THIRD-PARTY SOFTWARE OR THIRD-PARTY HARDWARE AS DELIVERED WILL MEET ALL OF CLIENT'S BUSINESS REQUIREMENTS WITHOUT THE NEED FOR CONFIGURATION OR ENHANCEMENTS OR ENCOMPASS ALL THE FUNCTIONALITY DESIRED BY CLIENT OR AVAILABLE IN CLIENT'S SOFTWARE PRODUCT.

(f) Remedy.

(i) FOR ANY BREACH OF THE WARRANTY, CLIENT'S EXCLUSIVE REMEDY, AND SERVICE PROVIDER'S ENTIRE LIABILITY, SHALL BE LIMITED TO THE RE-PERFORMANCE OF THE SERVICES. IF SERVICE PROVIDER IS UNABLE TO RE-PERFORM THE SERVICES AS WARRANTED, CLIENT SHALL BE ENTITLED TO RECOVER THE FEES PAID TO SERVICE PROVIDER FOR THE DEFICIENT SERVICES, PROVIDED THAT SUCH RECOVERY SHALL NOT EXCEED TOTAL FEES PAID TO SERVICE PROVIDER IN THE IMMEDIATELY PRECEDING THREE (3) MONTH PERIOD.

(ii) The limitation of liability set forth in Section 7(f)(i) above shall not apply to (A) liability resulting from Service Provider's gross negligence or willful misconduct and (B) death or bodily injury resulting from Service Provider's negligent acts or omissions.

8. Miscellaneous

(a) Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Utah, United States of America, without regard to its conflicts of law provisions. Client consents to the personal jurisdiction of the federal and state courts having jurisdiction for Salt Lake City, Utah with respect to all disputes arising out of this Agreement, Client's use of the Services or otherwise between Client and Service Provider.

(b) Amendments to Agreement. This Agreement may only be amended, modified, waived, or supplemented by an agreement in writing signed by the parties. No waiver by either party of any of the provisions of this Agreement will be effective unless in writing and signed by the party granting the waiver. No failure to exercise, or delay in exercising, any right, remedy, power, or privilege arising from this Agreement will operate or be construed as a waiver thereof; nor will any single or partial exercise of any right, remedy, power, or privilege arising under this Agreement preclude any other or further exercise thereof or the exercise of any other right, remedy, power, or privilege.

(c) Termination. This Agreement may be terminated by Service Provider with immediate effect upon prior written notice to Client if Client:

(i) fails to pay any amount when due under this Agreement;

(ii) has not otherwise performed or complied with any of the terms of this Agreement, in whole or in part; or

(iii) becomes insolvent, files a petition for bankruptcy or commences or has commenced against it proceedings relating to bankruptcy, receivership, reorganization, or assignment for the benefit of creditors.

(d) Dispute Resolution.

(i) Jury Waiver. EACH PARTY IRREVOCABLY AND UNCONDITIONALLY WAIVES, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, ANY RIGHT IT MAY HAVE TO A TRIAL BY JURY IN ANY LEGAL ACTION, PROCEEDING, CAUSE OF ACTION OR COUNTERCLAIM ARISING OUT OF OR RELATING TO THIS AGREEMENT, INCLUDING ANY EXHIBITS, SCHEDULES, AND APPENDICES ATTACHED TO THIS AGREEMENT, OR THE TRANSACTIONS CONTEMPLATED HEREBY.

(i) Cost of Enforcement. In the event that either party asserts any claim against the other party in an action at law or in equity, including without limitation any counterclaim or cross claim, to enforce or protect that party's rights under this Agreement, the prevailing party in such action will be entitled to recover on any judgment entered therein in its favor such reasonable attorney's fees as may be allowed by the court, together with such court costs and damages as provided by law and in accordance with this Agreement.

(e) Severability. If any provision of this Agreement is held to be unenforceable as applied to a particular circumstance by a court of competent jurisdiction, then that provision will be construed by (i) modifying it to the minimum extent necessary to make it enforceable (if permitted by applicable law) or (ii) disregarding it (if modifying it is not permitted by applicable law); but, the rest of this Agreement will remain in effect as written and the modified provision will remain in effect as written in all other circumstances.

(f) Assignment. This Agreement will be binding on the successors and assigns of both parties. Client may not assign, delegate, or transfer Client's rights or duties in connection with the Services without the prior written consent of Service Provider. Any assignment, delegation, or transfer in violation of this Agreement will be void and unenforceable as a matter of law.

(g) Waiver. The waiver by either party of any default or breach of this Agreement shall not constitute a waiver of any other or subsequent default or breach. Except for actions for nonpayment or breach of either party's intellectual property rights, no action, regardless of form, arising out of this Agreement may be brought by either party more than one (1) year after the cause of action has accrued.

(h) No Partnership. Service Provider and Client are independent contractors. This Agreement will not create a partnership or joint venture between the parties, or make either party an agent, legal representative, employee, or servant of the other for any purpose. All services performed by Service Provider will be performed as an independent contractor. Service Provider will have sole discretion to determine the manner, method, and means of performing the Services, subject to the provisions of this Agreement. Neither party may bind the other or create any obligation on the other's behalf, except as specifically provided in this Agreement.

(i) Subcontractors. Service Provider may, in its reasonable discretion, use third party contractors inside or outside the United States to perform any of its obligations hereunder, including but not limited to migration of Client data, remote monitoring and management, network monitoring, helpdesk services, backup, and hosted infrastructure services.

(j) No-Third Party Beneficiaries. This Agreement is for the sole benefit of the parties hereto and their respective successors and permitted assigns and nothing herein, express or implied, is intended to or shall confer upon any other person or entity any legal or equitable right, benefit or remedy of any nature whatsoever under or by reason of these Terms.

(k) Survival. All terms and provisions of this Agreement which should by their nature survive the termination of this Agreement shall so survive.

(l) Force Majeure. Each party will be excused for delay in the performance of any of its obligations hereunder (other than Client's obligation to pay fees pursuant to this Agreement) when such delay is the result of acts of God, governmental authority, delays in transportation, subcontractors not being able to honor their commitment(s), war, act of terrorism, weather, manufacturer's or supplier's delays, pandemic or epidemic, etc., or any other cause beyond the party's reasonable control.

(m) Notice Requirements. All notices required hereunder will be in writing and will be mailed by first-class mail, postage prepaid, sent by electronic mail, or delivered by messenger or reputable overnight courier, and shall be addressed to the party or parties to whom directed at the address set forth below or such other place as each party may from time to time give in writing to the other party hereto. Notice shall be deemed to have occurred upon receipt by the party to whom sent.

Send to the address indicated within this proposal

CITY OF MEDICAL LAKE
City Council Regular Meeting

6:30 PM
March 21, 2023

Council Chambers
124 S. Lefevre Street

MINUTES

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

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

Administration/Staff

Terri Cooper, Mayor
Sonny Weathers, City Administrator
Roxanne Wright, Admin. Assistant
Sean King, City Attorney
Scott Duncan, Public Works Director
Steve Cooper, WWTP Director

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

- A. Mayor Cooper called the meeting to order at 6:32 pm, led the Pledge of Allegiance, and conducted roll call. Councilmembers Pritchard, Kennedy, Maxwell, Olson, and Harbolt were present in person. Councilmember Starr was not present. Due to technical difficulties with Zoom, councilmember Kulibert was not present until 7:10 pm.

2. AGENDA APPROVAL

- A. Additions to agenda
- i. Add to Section 9 (D) Resolution 23-582 Consent to Assign with Ziplly Fiber. Motion to add made by councilmember Kennedy, seconded by councilmember Pritchard, carried 5-0.
 - ii. Add to Section 8 (B) Action Item Groundwater Investigation Grant Letter of Intent. Motion to add made by councilmember Olson, seconded by councilmember Kennedy, carried 5-0.
 - iii. Add to supporting documents the 2009 E & H Engineering Master Agreement since it is referenced in Resolution 23-577 and was not included in the agenda packet. Motion to add made by councilmember Pritchard, seconded by councilmember Maxwell, carried 5-0.
 - iv. Motion to accept all additions made by councilmember Olson, seconded by councilmember Harbolt, carried 5-0.

3. INTERESTED CITIZENS: AUDIENCE REQUESTS AND COMMENTS

- A. Tammy Roberson resident of Medical Lake – Shared concerns over the recently passed Critical Areas Ordinance. See attached.

- B. Judy Mayulianos resident of Medical Lake – Shared that she believes the CAO should be repealed and reviewed again. Asked about senior yoga.

4. ANNOUNCEMENTS / PROCLAMATIONS / SPECIAL PRESENTATIONS

- A. West Plains Groundwater Presentation
 - i. Erin Toulou, student at EWU, shared presentation on groundwater.
 - ii. Councilmember Pritchard addressed questions regarding the proposed groundwater grant Letter of Intent.

5. REPORTS

- A. Council Comments
 - i. Councilmember Pritchard – attended a Regional Lakes conference this weekend. Also attended the Spokane County Housing and Community Development Advisory Committee (HCDAC) meeting.
 - ii. Councilmember Kennedy – Finance committee met and reviewed claims. Attended Spokane Transit Authority (STA) meeting last week. There was much excitement regarding their City Line, and they are working on planning a gala event to mark the opening.
 - iii. Councilmember Maxwell – Public Works committee report: library roof will be repaired on April 29th and 30th. The Multihog is being used and Public Works is hoping to add a brush hog attachment to clear weeds. The city's compost trailer is set to open on April 10th but if the nice weather continues, they may open sooner.
 - iv. Councilmember Olson - no report
 - v. Councilmember Harbolt - no report

- B. Mayor – no report

- C. City Administrator & City Staff

- i. FD3 report – Gave call statistics: January 67 calls, February 53 calls for a total of 120 calls so far this year. Medical Lake comprises about 25% of call volume for entire district. April 22nd is the annual Fisherman's Breakfast, 4am-noon.

At this point in the meeting, it was discovered that the meeting was being run in the wrong Zoom room. Meeting and recording were stopped at approximately 7:06 pm. Changed to the correct Zoom room and allowed guests to enter. Councilmember Kulibert signed on at 7:10 pm.

- D. City Administrator, Sonny Weathers – shared that he attended the West Plains Chamber of Commerce Annual Meeting and the Bezos Academy Stakeholder Meeting.
- E. Mayor Cooper – attended EWU ROTC dining out event. Also met with Legislators and House Representative. Attended Women's Healing and Empowerment Network fundraiser. Shared that the Spokane region has highest terabytes of downloaded child sex images on the internet. The problem is so serious that an FBI task force has been sent to Spokane. Reported that for the National Hotline for women trying to escape trafficking, 86% of calls come from Spokane.

6. WORKSHOP DISCUSSION

- A. Complete Streets Ordinance

- i. Mr. Weathers shared a presentation and explained what a Complete Streets ordinance is and how it could function for Medical Lake. Council reviewed proposed language for the ordinance and discussion was held. Public Works Director, Scott Duncan, shared his opinion on the proposal and gave an example of how it could be utilized.

- B. Garbage Fund and Rate Review

- i. Koss gave presentation and council held discussion.

- C. MLMC Chapter 2.6 Amendment Establishing a Salary Commission
 - i. Mr. Weathers shared the current code and proposed amendment. Discussion was held and it was decided that an Ordinance will be brought forward at the next meeting.

7. EXECUTIVE SESSION – None scheduled.

8. ACTION ITEMS

- A. Consent Agenda
 - i. Approve **February 21, 2023**, (with corrections from last meeting) and **March 7, 2023**, minutes.
 - 1. Motion to approve corrected February 21, 2023, minutes made by councilmember Pritchard, seconded by councilmember Harbolt, carried 6-0.
 - 2. Motion to approve March 7, 2023, minutes made by councilmember Olson, seconded by councilmember Maxwell, carried 6-0.
 - ii. Approve **March 21, 2023**, Payroll Claim Warrants **42250** through **42257** and Payroll Payable Warrants **20191** through **20196** in the amount of **\$141,187.29** and Claim Warrants **42258** through **42300** in the amount of **\$118,900.29**.
 - 1. Finance committee reviewed. Motion to approve made by councilmember Kennedy, seconded by councilmember Harbolt, carried 6-0.
- B. Groundwater Investigation Grant Letter of Intent
 - i. Motion to approve made by councilmember Kennedy, seconded by councilmember Maxwell, carried 5-1 with councilmember Pritchard abstaining due to possible conflict of interest.

9. RESOLUTIONS

- A. 23-577 E & H Engineering Agreement
 - i. Motion to approve made by councilmember Pritchard, seconded by councilmember Olson, carried 6-0.
- B. 23-579 TransAlta Grant Agreement
 - i. Mayor noted that the city’s legal counsel has reviewed and approved the language that was questioned in the last meeting. Motion to approve made by councilmember Kennedy, seconded by councilmember Pritchard, carried 6-0.
- C. 23-580 Asset Management Policy
 - i. Motion to approve made by councilmember Kennedy, seconded by councilmember Harbolt, carried 6-0.
- D. 23-582 Consent to Assign with Ziplly Fiber
 - i. Motion to approve made by councilmember Kennedy, seconded by councilmember Maxwell, carried 6-0.

10. PUBLIC HEARING / APPEALS – No items listed.

11. ORDINANCES – No items listed.

12. EMERGENCY ORDINANCES – No items listed.

13. UPCOMING AGENDA ITEMS

- A. Ariane Schmidt with Spokane County Broadband will provide an update at the next meeting.

14. INTERESTED CITIZENS: AUDIENCE REQUESTS AND COMMENTS

- A. Tammy Roberson – asked what council is going to do regarding her earlier comments. Mayor Cooper addressed and further discussion was held.

15. CONCLUSION

- A. Motion to conclude meeting made by councilmember Pritchard, seconded by councilmember Maxwell. Motion carried 6-0 and meeting concluded at 8:09 pm.

Terri Cooper, Mayor

Koss Ronholt, Finance Director/City Clerk

DRAFT

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March 21, 2023

*Admitted in Washington and Idaho

www.spokelaw.com

RE: UNRESOLVED PROBLEMS WITH THE 2023 REVISION TO THE MEDICAL
CRITICAL AREAS ORDINANCE

February 2, 2023

Dear Members of the City Council:

My name is Trevor Matthews, and I represent Tammy M. Roberson, a citizen of Medical Lake. I am, yet again, writing on her behalf about the City's ordinance updating the Medical Lake Critical Areas Ordinance ("CAO"). As you may recall, I sent comments on February 3, 2023 and February 17, 2023 making suggestions for amendments to the proposal. Ultimately, the Council—in a divided vote—approved the ordinance without amendment. Which, in Ms. Roberson's well-considered judgment, was a mistake.

In the days since the Council voted on the ordinance troubling facts have come to light. In Ms. Roberson's opinion, these facts call into question the text of the updated Critical Areas Ordinance, as well as the process that enshrined it into law.

The City Failed to Carefully Consider Salient Comments from State Agencies

The process of amending the ordinance began many months prior to the City voting to adopt the updated CAO. As part of that process, The City sent a draft version of the ordinance to state agencies for comment. Tricia Sears from the Washington State Department of Natural Resources was one such official who commented on the draft ordinance. On an email dated Friday, September 23, 2022 Ms. Sears wrote to City Planner Elisa Rodriguez:

In keeping with the interagency correspondence principles, I am providing you with draft comments on the City of Medical Lake's proposed update to its Comprehensive Plan (Commerce ID# 2022-S-4342). I looked at the entire proposal but did not do a detailed review of areas outside our purview. There is no language regarding geologically hazardous areas.

This means that the City had notice of a defect in the Critical Areas Ordinance nearly five months before the ordinance came up for a vote. I echoed these same concerns to the City on Ms. Roberson's behalf in my second letter in February. I suspect, but have not confirmed that other agencies made similar comments. I personally spoke with an official from the Department of Commerce who confirmed that the same problem exists in the updated CAO for aquifer recharge areas. The problem was not and has not been addressed or fixed.

City and State Law Require Protections for All Types of Critical Areas

State law explicitly requires Medical Lake to regulate critical areas under the growth Management Act. RCW 36.70A.170(1)(d) requires "each county and each city" to designate critical areas, which RCW 36.70A.030(6) defines as "(a) Wetlands; (b) areas with a critical recharging effect on aquifers used for potable water; (c) fish and wildlife habitat conservation areas; (d) frequently flooded areas; and (e) geologically hazardous areas." In turn, RCW 36.70A.060(2) explains, "[e]ach county and city shall adopt development regulations that protect critical areas that are required to be designated under RCW 36.70A.170."

The Medical Lake Comprehensive Plan acknowledges this duty. It states:

The State of Washington identifies five primary types of critical areas requiring consideration and protection including:

- o aquifer recharge areas
- o fish and wildlife habitat areas
- o frequently flooded areas
- o geologically hazardous areas
- o wetlands

[. . .] Medical Lake's location on the West Plains places it in a unique situation because of the multiple critical areas found within its city boundaries and influence area. The community's topography and surface waters increase public environmental awareness of these areas in the community. It is important to identify and recognize those critical areas so that they may be preserved and protected.

The City's Has Wrongfully Repealed Protections for Geologically Hazardous Areas

Lest the Council think that this problem is a mere oversight, I would like to devote a moment to explaining significance of the error. The problem is not that the City has failed to *update* a passage of the law. In passing the new Critical Areas Ordinance, the City has *repealed without replacing* critical areas protections that existed in the previous law. The present version of the CAO contains protections for Geologically Hazardous Areas at § 17.10.130. The new law removes §17.10.130 without adding another section on the subject. In addition, the previous version of the CAO fails to address aquifer recharge areas. The new CAO does not address them either.

The City's Failure to Address Agency and Citizen Comments Makes It Vulnerable to Appeal

Pursuant to RCW 36.70A.280 and .290, interested parties may file a petition for review to the Growth Management Hearings Board requesting an order finding that the City is not in compliance with the Growth Management Act. Because the City’s version of the Critical Areas ordinance is not in compliance with the law, an appeal is likely to succeed. The law contains potential sanctions for governmental bodies found to be in noncompliance with State law at RCW 36.70A.340.

The City’s Failure to Address Comments Calls the CAO Update Process into Question

In sum, the Growth Management Act clearly requires the City—as an agency engaged in comprehensive planning—to address five types of critical areas through local ordinances. The previous CAO addressed three of those types of areas, but the new CAO *repeals* protections for geologically hazardous areas. Worse yet, the City has been repeatedly warned of this problem since at least September of 2022. Despite this fact, City Administration failed to address these comments at any time. As a result, the City Council passed a CAO “update” which fails to address required subject matter and exposes to the City to a risk of appeals before the Growth Management Hearings Board and the potential sanctions that could ensue from such an appeal.

In Ms. Roberson’s view, these oversights paint a damning picture of the process that sent this version of the code to the Council for a vote. The City *knew or should have known* that the draft CAO update does not fulfill its obligations under the Growth Management Act. The City knew or should have known that the code was incomplete, but made no effort to correct errors that commenters raised on multiple occasions.

These facts suggest that City Administration failed to adequately consider and amend the ordinance before putting it before the Council for a vote. Council Members and Planning Commission members likely had frequent assurances that the draft CAO is well-written and carefully considered in light of Growth Management Act requirements. Experience is showing that any such reassurances were potentially misleading. For example, during debate on the ordinance, it is my understanding that the Mayor told council members that the CAO complied with the requirements of state law and covered all required subjects. Ms. Roberson believes that the Mayor knew or should have known that assertion was false because State agencies had submitted comments to the contrary. Ms. Roberson suspects the Council and Planning Commission were misled on other occasions as well.

The City Should Repeal the CAO Pending Further Update, including the Eight Amendments Proposed by Ms. Roberson.

It may be tempting to the Council and City Administration to rush and make corrections to the CAO to attempt to bring it into compliance with the law and conceal any deficiencies in the adoption process. This, in Ms. Roberson’s view, would be a grievous error. The City’s sloppy work in drafting the updated CAO and responding to comments on its text is precisely what has created the present debacle. The City would be better served to withdraw the law and take the time to make necessary corrections and amendments to it.

The interests of Medical Lake and its citizenry are better served by careful deliberate government than by a rush to hide errors. Ms. Roberson and other interested parties will no doubt have

comments on any proposed changes to the law. This would also give the City Council time to properly consider, debate and—hopefully, adopt—Ms. Roberson’s proposed amendments to the law. Ms. Roberson continues to believe that her proposed amendments are essential to protecting Medical Lake’s environmental resources and guarding against past mistakes made by the City in administering the CAO.

Ms. Roberson thanks the Council for their active attention to this important matter and encourages them to act quickly to protect the City’s environmental resources.

Sincerely,



Trevor Matthews
Phillabaum, Ledlin, Matthews & Sheldon, PLLC
Attorneys for Tammy M. Roberson

March 21, 2023 City Council Meeting (1st Interested Citizens Comments)
(As Of: 21Mar 2023)

Dear Mayor, City Council Members and City Officials.

In days since the Council voted on the ordinance, troubling facts have come to light. These facts call into question the text of the updated CAO as well as the process that enshrined it into law.

- 1) The City failed to carefully consider pertinent comments from State Agencies:
 - As part of the CAO update process, the City had sent a draft version to State Agencies for comment.
 - Ms. Sears from Dept of Natural Resources (DNR) wrote in an email dated 23 Sep 2022 to the City Planner that “There is no language regarding geologically hazardous areas.”
 - This means that the City had notice of a defect in the CAO nearly 5 months before the ordinance came up for a vote. These concerns were echoed to the City Officials and to the City Council back in Feb 2023 and it was also in the January 21st City Council Agenda packet.
 - According to the Dept of Commerce, the same problem also exists for aquifer recharge areas.
- 2) The City Has Wrongfully Repealed Protections for Geologically Hazardous Areas
 - The problem is not that the City has failed to **update** a passage of the law.
 - In passing the new CAO, the City has **repealed without replacing** critical areas protections that existed in the previous law (i.e., Geologically Hazardous Areas at 17.10.130).
- 3) The City’s Failure to Address Agency and Citizen Comments Makes It Vulnerable to Appeal:
 - Because the City’s version of the CAO is not in compliance with the law, an appeal is likely to succeed.
 - The law contains potential sanctions for governmental bodies found to be in noncompliance with State law (at RCW 36.70A.340).
- 4) The City’s Failure to Address Comments Calls the CAO Update Process into Question:
 - The City knew or should have known that the draft CAO update does not fulfill its obligations under the GMA.
 - The City knew or should have known that the code was incomplete, but made no effort to correct errors that commenters raised on multiple occasions.
 - These facts suggest that City Administration failed to adequately consider and amend the ordinance before putting it before the Council for a vote.
 - Council Members and Planning Commissioners likely had frequent assurances that the draft is well-written and carefully considered in light of GMA requirements.
 - Experience is showing that any such reassurances were potentially misleading. For example: The Mayor told council members that the CAO complied with the requirements of state law and covered all required subjects.
 - The Mayor knew or should have known that declaration was false because State Agencies had submitted comments to the contrary.
 - The Council and Planning Commission is suspected to have been misled on other occasions as well.
- 5) The City Should Repeal the CAO -- Pending Further Update (to include the previously eight proposed amendments):

- It may be tempting to the Council and City Administration to rush and make corrections to the CAO to attempt to bring it into compliance with the law and conceal any deficiencies in the adoption process.
- This would be a grievous error...
- The City's sloppy work in drafting the updated CAO and responding to comments on its text is precisely what has created the present fiasco.
- The City would be better served to withdraw the law and take the time to make necessary corrections and amendments to it. CAO has not been published yet (23 Mar 2023).

May God's grace be with all wetlands and the future of Medical Lake. With God, all things are possible.

Thank you for your attention and time.

Tammy M. Roberson
424 W Brooks

RESOLUTION 23-581

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MEDICAL LAKE, AUTHORIZING THE MAYOR, CITY ADMINISTRATOR AND FINANCE DIRECTOR TO EXECUTE AND MANAGE ALLOCATIONS AND ALLOWABLE EXPENDITURE CATEGORIES FOR THE USE OF CORONAVIRUS LOCAL FISCAL RECOVERY FUNDS FROM THE FEDERAL AMERICAN RESCUE PLAN ACT (ARPA) AND RELATED GRANT FUNDING.

WHEREAS, the American Rescue Plan Act (“ARPA”) was signed into law on March 11, 2021. Under ARPA, \$350 billion dollars in emergency funding was made available to state, local and Tribal governments through the Coronavirus State and Local Fiscal Recovery Funds (“SLFRF”). The City of Medical Lake was notified it was eligible for \$1,386,248 from SLFRF to combat the challenges created by the COVID-19 pandemic subject to regulatory requirements; and

WHEREAS, the State of Washington has made federal grant funds available through the Office of Financial Management to cities for the purpose of providing relief to cities affected by the pandemic; and

WHEREAS, the City Council of the City of Medical Lake adopted Resolution 22-537, signing for the award of American Rescue Plan Act Coronavirus Local Fiscal Recovery Funds of \$1,386,248 to the City of Medical Lake on April 19, 2022; and

WHEREAS, on July 19, 2022, the City Council of the City of Medical Lake approved proposed allocations for certain ARPA funding and allowable expenditure categories for use of such funds as set forth in Resolution 22-543; and

WHEREAS, Resolution 22-543 provided for allocations of \$82,762.00 for Civic Non-Profits; and

WHEREAS, as of April 4, 2022, \$37,827.00 remains for expenditure under the Civic Non-Profits category; and

WHEREAS, in addition to allocating ARPA funds to Civic Non-Profits, the City Council now desires to allocate the remaining \$37,827.00 in Civic Non-Profits ARPA funding to both Civic Non-Profits and eligible and qualified businesses within the City of Medical Lake.

NOW THEREFORE, BE IT RESOLVED by the City Council of the City of Medical Lake, Washington, that the City’s remaining Civic Non-Profits ARPA funds shall be allocated and create an allowable expenditure category for the use of ARPA funds as follows:

1. Eligible Community Civic Non-Profits and
2. Eligible Community Small Businesses with 20 or fewer employees \$37,827.00

BE IT FURTHER RESOLVED, that the Mayor, City Administrator and Finance Director shall take all actions necessary to create allowable expenditure categories for the use of the City’s

ARPA funds as set forth herein and to take all other actions necessary to carry out the intent of this Resolution.

**RESOLUTION 23-581 IS APPROVED BY THE CITY COUNCIL OF MEDICAL LAKE
ON THIS 4TH DAY OF APRIL, 2023.**

Terri Cooper
Mayor

ATTEST

Koss Ronholt
Clerk/Treasurer

APPROVED AS TO FORM

Sean P. Boutz
City Attorney

**CITY OF MEDICAL LAKE
SPOKANE COUNTY, WASHINGTON
ORDINANCE NO. 1109**

**AN ORDINANCE OF THE CITY OF MEDICAL LAKE, WASHINGTON, ADDING
CHAPTER 11.23, COMPLETE STREETS POLICY, TO MEDICAL LAKE MUNICIPAL
CODE TITLE 11, STREETS AND SIDEWALKS, CREATING THE COMPLETE
STREETS POLICY FOR USE WHEN CREATING FUTURE TRANSPORTATION
PROJECTS AS AN OPPORTUNITY TO IMPROVE PUBLIC STREETS FOR
PEDESTRIANS, BICYCLISTS, AND TRANSIT USERS REGARDLESS OF AGE OR
ABILITY; SEVERABILITY; AND ESTABLISHING EFFECTIVE DATE**

WHEREAS, the term "Complete Streets" describes a comprehensive, integrated transportation network with infrastructure and design that allows safe and convenient travel for all users, including pedestrians, bicyclists, motor vehicle drivers, transit users, emergency service providers and freight, and people of all ages and abilities, including children, youth, families, older adults, and individuals with disabilities; and

WHEREAS, in 2011, the state legislature passed the Complete Streets Act, codified in RCW 47.04.320-340, encouraging local governments to adopt their own complete streets ordinances. In particular, RCW 47.04.320(1) states that such ordinances should "provide safe access to all users, including bicyclists, pedestrians, motorists, and public transportation users."

WHEREAS, RCW 47.04.330 requires the Washington State Department of Transportation (WSDOT) to consult with local jurisdictions and consider the needs of all users by applying context sensitive solutions when constructing, reconstructing, or making major improvements to streets that are part of the state highway system; and

WHEREAS, RCW 47.04.320 establishes a grant program to help cities, towns, and counties pay for complete streets projects. To be eligible for a grant, RCW 47.04.320(2)(b) requires local governments to adopt a jurisdiction-wide complete streets ordinance; and

WHEREAS, more than 110,000 pedestrians and bicyclists are injured each year on roads in the United States with children and older adults at greatest risk and disproportionately affected; and

WHEREAS, the occurrence and severity of pedestrian and bicyclist injuries could readily be decreased by implementing Complete Streets practices; and

WHEREAS, the one-third of Americans that do not drive, disproportionately represented by older adults, low-income people, people with disabilities, and children would greatly benefit from the equitable distribution of safe, alternative means of travel that will result from Complete Streets practices; and

WHEREAS, the City of Medical Lake wants to create convenient, enjoyable connections from the parks and trails to its lakes, downtown business core, and the businesses located on Highway 902 within the city limits of Medical Lake to promote tourism and create economic development opportunities while creating a more sustainable community; and

WHEREAS, the Medical Lake City Council intends to improve the safety of City streets, enhance the quality of life of residents, encourage active living, and reduce traffic congestion and fossil fuel use by providing safe, convenient, and comfortable routes for walking, bicycling, and public transportation; and

WHEREAS, the Comprehensive Plan for the City of Medical Lake, as adopted in 2019, encourages efficient, multi-modal transportation systems that are based on regional priorities and coordinated with county and city comprehensive plans including pedestrian and bicycle travel.

NOW, THEREFORE, the City Council of the City of Medical Lake, Washington, does hereby ordain as follows:

Section 1. Title 11, Streets and Sidewalks, of the Medical Lake Municipal Code is hereby amended to include a new Chapter 11.23, Complete Streets Policy, which reads as follows:

11.23- Complete Streets Policy.

11.23.010 Purpose.

The City of Medical Lake shall, to the maximum extent practical, scope, plan, design, construct, operate and maintain appropriate facilities for the safe accommodation of pedestrians, bicyclists, transit users, motorists, emergency responders, freight and users of all ages and abilities in all new construction, retrofit or reconstruction projects. Through ongoing operations and maintenance, the City of Medical Lake shall identify cost-effective opportunities to include Complete Streets practices.

11.23.020 Exceptions.

Facilities for pedestrians, bicyclists, transit users and/or people of all abilities are not required to be provided when:

- A. A documented absence of current or future need exists;
- B. Non-motorized uses are prohibited by law;
- C. Routine maintenance of the transportation network is performed that does not change the roadway geometry or operations, such as mowing, sweeping and spot repair;
- D. The cost would be disproportionate to the current need or probable future uses;
or
- E. In instances where a documented exception is granted by the Mayor.

11.23.030 Complete Streets Infrastructure.

As feasible, the City of Medical Lake shall incorporate "Complete Streets Infrastructure" into existing public and private streets to create a comprehensive, integrated, connected transportation network for Medical Lake that balances access, mobility, health and safety needs of pedestrians, bicyclists, transit users, motorists, emergency responders, freight and users of all ages and abilities, ensuring a fully connected, integrated network that provides transportation options. "Complete Streets Infrastructure" means design features that contribute to a safe, convenient, or comfortable travel experience for users, including but not limited to features such as: sidewalks; shared use paths; bicycle lanes; automobile lanes; paved shoulders; street trees and landscaping; planting strips; curbs; accessible curb ramps; bulb outs; crosswalks; refuge islands; pedestrian and traffic signals, including countdown and accessible signals; signage; street furniture; bicycle parking facilities; public transportation stops and facilities; transit priority signalization; traffic calming devices such as rotary circles, traffic bumps, and surface treatments such as paving blocks, textured asphalt, and concrete; narrow vehicle lanes; raised medians; and dedicated transit lanes.

11.23.040 Goals to Foster Partnerships.

It is a goal of the City of Medical Lake to foster partnerships with all Washington State transportation funding agencies including the WSDOT, the Federal Highway Administration, Spokane County, Medical Lake School District, citizens, businesses, interest groups, neighborhoods, and any funding agency to implement the Complete Streets ordinance.

11.23.050 Best Practice Criteria.

The Mayor or designee shall modify, develop and adopt policies, design criteria, standards and guidelines based upon recognized best practices in street design, construction, and operations including but not limited to the latest editions of American Association of State Highway Transportation Officials, Institute of Transportation Engineers and National Association of City Transportation Officials while reflecting the context and character of the surrounding built and natural environments and enhance the appearance of such.

11.23.060 Performance Standards.

The City of Medical Lake shall put into place performance standards with measurable benchmarks to continuously evaluate the Complete Streets ordinance for success and opportunities for improvement. Performance standards may include transportation and mode shift, miles of bicycle facilities or sidewalks, public participation, number of ADA accommodations built, and number of exemptions from this policy approved.

Section 2. Severability. If any section, sentence, clause, or phrase of this Ordinance 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 Ordinance.

Section 3. Effective Date. This Ordinance shall be in full force and effect thirty (30) days after publication of this Ordinance or a summary thereof in the official newspaper of the City as provided by law.

PASSED by the City Council this _____ day of _____ 2023.

Mayor, Terri Cooper

ATTEST:

Finance Director/City Clerk Koss Ronholt

APPROVED AS TO FORM:

City Attorney, Sean P. Boutz

Date of Publication:

Effective Date: