



**CITY COUNCIL MEETING
TUESDAY, AUGUST 6, 2024
HELD REMOTELY & IN PERSON AT CITY HALL
124 S. LEFEVRE ST.**

- Sign up to provide Public Comment at the meeting via calling in.
- Submit Written Public Comment Before 4 pm on (August 6, 2024) - *SEE NOTE*
- Join the Zoom Meeting –

<https://us06web.zoom.us/j/84651171207?pwd=t3lYpXvgsjeFveTSTRmJ0g8CUJvEfm.1>

Meeting ID: 844 484 6563

Passcode: 446645

One tap mobile

+12532158782,,8444846563#,,,,*446645# US (Tacoma)

+12532050468,,8444846563#,,,,*446645# US

Find your local number: <https://us06web.zoom.us/j/keJnPZTYnM>

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

- 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
 - i. 2024 Q2 Budget Report
 - ii. 2024 Q2 Code Enforcement Report
- 6. WORKSHOP DISCUSSION**
 - A. ARPA Beautification Funding
 - B. Capital Improvement Plan Update
- 7. ACTION ITEMS**
 - A. Consent Agenda
 - i. Approve **June 28, 2024**, Council Retreat minutes and **July 16, 2024**, regular minutes.
 - ii. Approve **August 6, 2024**, Claim Warrants numbered **51548** through **51609** in the amount of **\$244,930.52**.
 - B. Utility Late Payment Citizen Request
 - C. Appointment of Diane Nichols to Parks and Recreation Advisory Board
- 8. PUBLIC HEARING - None**
- 9. RESOLUTIONS**
 - A. 24-698 Jan-Pro Janitorial Service Agreement
 - B. 24-699 RCO COAF Grant Application Authorization
 - C. 24-700 Stormwater Mitigation Consultant Agreement
 - D. 24-701 Blake Agreement Update
 - E. 24-702 Amendment to ARP Agreement 22ARP1189
 - F. 24-703 Agreement for Government Relations Services
- 10. ORDINANCES – None.**
- 11. EXECUTIVE SESSION – None.**
- 12. EMERGENCY ORDINANCES – None.**
- 13. UPCOMING AGENDA ITEMS**
- 14. INTERESTED CITIZENS**
- 15. CONCLUSION**



CAPITAL IMPROVEMENT PROJECT

PF-1-25-402

PROJECT TYPE

- ☐ Transportation
- ☐ Public Works
- ☒ Parks & Public Facilities
- ☐ Public Safety

PRIORITY

- ☒ Risk to Health & Safety
- ☒ Critical Infrastructure
- ☐ End of Life Cycle
- ☐ Community Investment

PROJECT ELEMENTS

- ☐ Pre-Design
- ☐ Engineering & Design
- ☐ ROW Acquisition
- ☒ Construction

PROJECT FUNDING

- ☒ Capital Reserves (0-10%)
- ☐ Operating Revenues
- ☐ Debt Financing
- ☒ Grant Funds (90-100%)
- ☐ Legislative Appropriation

CITY GOALS

Strategic Plan
Comprehensive Plan
Shoreline Management Plan

PROJECT INFORMATION

Project Name: Maintenance Building Backup Generator & Switchgear

Contact: Scott Duncan, Public Works Director

Department: Public Works

Project Cost: \$75,000

Useful Life: 25 years

Operational Impact:

Backup power supply ensures continuous operation and prevents disruption in the water production process during natural disasters, severe weather events, or other emergencies when the primary power supply is unavailable.

DESCRIPTION

The maintenance building is not connected to a backup generator for contingency operations. The purchase and installation of a 75kw generator and switchgear will enable continuity of operations and services amidst emergency power outages.

JUSTIFICATION

Water System SCADA is run from the maintenance building. This project reduces the risks and vulnerabilities faced during emergency situations and ensures our ability to maintain utility systems, services, and infrastructure to meet the functional needs of the community and provide predictable rates.

PUBLIC BENEFIT

Maintenance and operation of water and sewer infrastructure are critical to public health and safety. Response times for repair, maintenance, and emergency management of critical infrastructure are enhanced with contingency power.



CAPITAL IMPROVEMENT PROJECT

PF-2-25-301

PROJECT TYPE

- ☐ Transportation
- ☐ Public Works
- ☒ Parks & Public Facilities
- ☐ Public Safety

PRIORITY

- ☒ Risk to Health & Safety
- ☒ Critical Infrastructure
- ☐ End of Life Cycle
- ☐ Community Investment

PROJECT ELEMENTS

- ☐ Pre-Design
- ☐ Engineering & Design
- ☐ ROW Acquisition
- ☒ Construction

PROJECT FUNDING

- ☒ Capital Reserves (0-10%)
- ☐ Operating Revenues
- ☐ Debt Financing
- ☒ Grant Funds (90-100%)
- ☐ Legislative Appropriation

CITY GOALS

Strategic Plan
Comprehensive Plan
Shoreline Management Plan

PROJECT INFORMATION

Project Name: City Hall Backup Generator & Switchgear

Contact: Scott Duncan, Public Works Director

Department: Public Works

Project Cost: \$100,000

Useful Life: 25 years

Operational Impact:

Backup power supply ensures continuous operation and prevents disruption in the continuity of government during natural disasters, severe weather events, or other emergencies when the primary power supply is unavailable.

DESCRIPTION

City Hall is not connected to a backup generator for contingency operations. The purchase and installation of a 125kw generator and switchgear will enable continuity of operations and services amidst emergency power outages.

JUSTIFICATION

City Hall is the primary hub of communication for elected leadership, staff, and the citizens. This project reduces the risks and vulnerabilities faced during emergency situations and ensures our ability to maintain emergency communication and meet the functional needs of the community and provide a limited shelter during emergencies.

PUBLIC BENEFIT

City Hall would remain open and operational in the event of emergencies providing sanctuary to citizens and critical communication to partner agencies.



CAPITAL IMPROVEMENT PROJECT

PF-3-25-409

PROJECT TYPE

- ☐ Transportation
- ☐ Public Works
- ☒ Parks & Public Facilities
- ☐ Public Safety

PRIORITY

- ☒ Risk to Health & Safety
- ☒ Critical Infrastructure
- ☐ End of Life Cycle
- ☐ Community Investment

PROJECT ELEMENTS

- ☐ Pre-Design
- ☐ Engineering & Design
- ☐ ROW Acquisition
- ☒ Construction

PROJECT FUNDING

- ☒ Capital Reserves (0-10%)
- ☐ Operating Revenues
- ☐ Debt Financing
- ☒ Grant Funds (90-100%)
- ☐ Legislative Appropriation

CITY GOALS

Strategic Plan
Comprehensive Plan
Shoreline Management Plan

PROJECT INFORMATION

Project Name: WWTP Backup Generator Switchgear

Contact: Steve Cooper, WWTP Director

Department: Waste-Water Treatment Plant

Project Cost: \$450,000

Useful Life: 25 years

Operational Impact:

Backup power supply ensures continuous operation and prevents disruption in the wastewater treatment process during natural disasters, severe weather events, or other emergencies when the primary power supply is unavailable.

DESCRIPTION

The de-watering building is the only portion of the WWTP that is not connected to existing backup generators for contingency operations. Installation of switchgear will enable complete WWTP operations amidst emergency power outages.

JUSTIFICATION

This project reduces the risks and vulnerabilities faced during emergency situations and ensures our ability to maintain utility systems, services, and infrastructure to meet the functional needs of the community and provide predictable rates. Utilization of reclaimed water helps to address domestic water availability concerns.

PUBLIC BENEFIT

Wastewater collection and treatment operations are critical to public health and safety. Effluent from the WWTP is utilized to improve the lake level of West Medical Lake in addition to providing for irrigation at Eastern State Hospital and Lakeland Village.



CAPITAL IMPROVEMENT PROJECT

PF-4-25-409

PROJECT TYPE

- ☐ Transportation
- ☐ Public Works
- ☒ Parks & Public Facilities
- ☐ Public Safety

PRIORITY

- ☐ Risk to Health & Safety
- ☐ Critical Infrastructure
- ☐ End of Life Cycle
- ☒ Community Investment

PROJECT ELEMENTS

- ☐ Pre-Design
- ☒ Engineering & Design
- ☐ ROW Acquisition
- ☒ Construction

PROJECT FUNDING

- ☒ Capital Reserves (0-80%)
- ☐ Operating Revenues
- ☐ Debt Financing
- ☒ Grant Funds (20-50%)
- ☐ Legislative Appropriation

CITY GOALS

Strategic Plan
Comprehensive Plan
Shoreline Management Plan

PROJECT INFORMATION

Project Name: WWTP Storage Building and Equipment Garage

Contact: Steve Cooper, WWTP Director

Department: Public Works

Project Cost: \$250,000

Useful Life: 40 years

Operational Impact:

The WWTP is currently utilizing a mechanical room at the Dewatering Building as a makeshift workshop and tool room. ARPA funds in 2021-22 allowed the City to purchase additional equipment including a Vactor and Multi-Hog, and this project will assist in extending the useful life of that equipment by providing adequate space to house all City owned equipment. By housing some equipment at the WWTP, the Maintenance Shop will reclaim space for better functionality.

DESCRIPTION

Construction and finishing of a 40' x 80' steel building with 16' eaves on a concrete foundation will accommodate a dedicated workshop and toolroom for WWTP Operators as well as covered parking for equipment related to sewer collection, treatment, and snow removal.

JUSTIFICATION

The City has targeted maintaining and improving the provision of high quality, affordable, and efficient community services. This project maintains assets to reduce life cycle costs while improving reliability and efficiency and ensures our ability to maintain utility systems, services, and infrastructure to meet the functional needs of the community and provide predictable rates.

PUBLIC BENEFIT

Maintenance and operation of a waste-water treatment facility and sewer infrastructure are critical to public health and safety. Response times for repair, maintenance, and emergency management of critical infrastructure are enhanced by sheltering equipment from the elements.



CAPITAL IMPROVEMENT PROJECT

PF-5-25-301

PROJECT TYPE

- ☐ Transportation
- ☒ Public Works
- ☒ Parks & Public Facilities
- ☒ Public Safety

PRIORITY

- ☐ Risk to Health & Safety
- ☐ Critical Infrastructure
- ☐ End of Life Cycle
- ☒ Community Investment

PROJECT ELEMENTS

- ☐ Pre-Design
- ☒ Engineering & Design
- ☐ ROW Acquisition
- ☒ Construction

PROJECT FUNDING

- ☒ Capital Reserves (10-50%)
- ☐ Operating Revenues
- ☐ Debt Financing
- ☒ Grant Funds (10-50%)
- ☐ Legislative Appropriation

CITY GOALS

Strategic Plan
Comprehensive Plan
Shoreline Management Plan

PROJECT INFORMATION

Project Name: Surveillance Cameras for Public Safety

Contact: Scott Duncan, Public Works Director

Department: Public Works

Project Cost: \$70,000

Useful Life: 10 years

Operational Impact:

This project is driven by the need to improve public safety, deter vandalism, and reduce crime at City owned or managed properties. Surveillance cameras will help monitor activities, provide valuable evidence to investigate incidents, and enhance the overall sense of security for park visitors.

DESCRIPTION

This project will add Automatic License Plate Readers (ALPR) at gateways to the City and park entrances along with Situational Awareness Surveillance Cameras in our parks and facilities to include City Hall, the library, WWTP, and our Maintenance Shop.

JUSTIFICATION

The City has identified a strategic objective to optimize the use of data and technology to improve service, protect infrastructure, and enhance security effectiveness. Options relating to the use of cameras have proven to prevent or deter theft, vandalism, harassment, and assault on City owned or managed property, thereby improving community safety and security.

PUBLIC BENEFIT

Increasing the safety and security of all residents, businesses, City owned properties, and critical infrastructure.



CAPITAL IMPROVEMENT PROJECT

PF-6-25-302

PROJECT TYPE

- ☐ Transportation
- ☐ Public Works
- ☒ Parks & Public Facilities
- ☐ Public Safety

PRIORITY

- ☐ Risk to Health & Safety
- ☐ Critical Infrastructure
- ☐ End of Life Cycle
- ☒ Community Investment

PROJECT ELEMENTS

- ☐ Pre-Design
- ☐ Engineering & Design
- ☐ ROW Acquisition
- ☒ Construction

PROJECT FUNDING

- ☒ Capital Reserves (75%)
- ☐ Operating Revenues
- ☐ Debt Financing
- ☒ Grant Funds (25%)
- ☐ Legislative Appropriation

CITY GOALS

Strategic Plan
Comprehensive Plan
Shoreline Management Plan

PROJECT INFORMATION

Project Name: Waterfront Park Permanent Stage

Contact: Glen Horton, Parks and Recreation Director

Department: Parks and Recreation

Project Cost: \$100,000

Useful Life: 20 years

Operational Impact:

Supporting tourism through music festivals and events is expected to have positive economic impacts for local business and increased sales tax revenues for the City.

DESCRIPTION

Designing and installing a permanent stage at Waterfront Park to accommodate performances, events, and community gatherings integrating the natural beauty of our lakes and forests. The stage will accommodate live music, dance performances, and theater productions.

JUSTIFICATION

This project addresses strategic objectives including economic development and recreation and wellness programs that build community, encourage healthy living and recreation, and attract tourism to invigorate economic activity. A Waterfront Park stage can host community events and concerts which aids in our goals for usability, accessibility, and enhancement of civic pride.

PUBLIC BENEFIT

Attracting tourism will help with economic development in addition to providing accessibility to our lake, parks and trails, and small-town spirit. Encouraging the use of public parks promotes health, social interaction, inclusivity, and enjoyment of the outdoors.



CAPITAL IMPROVEMENT PROJECT

PF-7-25-302

PROJECT TYPE

- ☐ Transportation
- ☐ Public Works
- ☒ Parks & Public Facilities
- ☐ Public Safety

PRIORITY

- ☐ Risk to Health & Safety
- ☐ Critical Infrastructure
- ☒ End of Life Cycle
- ☒ Community Investment

PROJECT ELEMENTS

- ☐ Pre-Design
- ☐ Engineering & Design
- ☐ ROW Acquisition
- ☒ Construction

PROJECT FUNDING

- ☒ Capital Reserves
- ☐ Operating Revenues
- ☐ Debt Financing
- ☒ Grant Funds
- ☐ Legislative Appropriation

CITY GOALS

Strategic Plan
Comprehensive Plan
Shoreline Management Plan

PROJECT INFORMATION

Project Name: Parks Irrigation System Upgrade

Contact: Glen Horton, Parks and Recreation Director

Department: Parks and Recreation

Project Cost: \$75,000

Useful Life: 20 years

Operational Impact:

The Smart Rain System is an easy-to-use system that reduces water use and staffing time related to irrigation while providing real time data reporting and remote operation. Smart Rain improves leak detection and includes a money back guarantee if water costs are not reduced.

DESCRIPTION

Replacement of irrigation control systems with the Smart Rain System in all irrigated parks.

JUSTIFICATION

This project addresses strategic objectives including enhancing the City's identity and appearance through well-maintained parks, ensuring adequate parks are provided for and maintained for the continued enjoyment of the community. Additionally, efficiency objectives define maintaining assets to reduce costs while improving reliability and efficiency.

PUBLIC BENEFIT

Government efficiency and effectiveness maintains and improves the provision of high quality, affordable, and efficient community services. Encouraging the use of public parks promotes health, social interaction, inclusivity, and enjoyment of the outdoors.



CAPITAL IMPROVEMENT PROJECT

PW-1-25-402

PROJECT TYPE

- ☐ Transportation
- ☒ Public Works
- ☐ Parks & Public Facilities
- ☐ Public Safety

PRIORITY

- ☒ Risk to Health & Safety
- ☒ Critical Infrastructure
- ☐ End of Life Cycle
- ☐ Community Investment

PROJECT ELEMENTS

- ☐ Pre-Design
- ☐ Engineering & Design
- ☐ ROW Acquisition
- ☒ Construction

PROJECT FUNDING

- ☒ Capital Reserves (0-10%)
- ☐ Operating Revenues
- ☐ Debt Financing
- ☒ Grant Funds (90-100%)
- ☐ Legislative Appropriation

CITY GOALS

Strategic Plan
Comprehensive Plan
Shoreline Management Plan

PROJECT INFORMATION

Project Name: Craig Rd. Well Backup Generator & Switchgear

Contact: Scott Duncan, Public Works Director

Department: Public Works

Project Cost: \$325,000

Useful Life: 25 years

Operational Impact:

Backup power supply ensures continuous operation and prevents disruption in water production efforts during natural disasters, severe weather events, or other emergencies when the primary power supply is unavailable.

DESCRIPTION

The City's wells require a significant and continuous source of electricity to draw water, and the current generator is failing to provide the level of security needed for contingency operations. Installation of a 500kw diesel generator and switchgear will enable the effective transfer of power to ensure operations amidst emergency power outages.

JUSTIFICATION

This project reduces the risks and vulnerabilities faced during emergency situations and ensures our ability to maintain utility systems, services, and infrastructure to meet the functional needs of the community and provide predictable rates. Recent events (Gray Rd Fire) exposed a critical need for backup power generation for critical infrastructure.

PUBLIC BENEFIT

The provision of clean and reliable water is critical to public health and safety and supports community well-being.



CAPITAL IMPROVEMENT PROJECT

PW-2-25-402

PROJECT TYPE

- ☐ Transportation
- ☒ Public Works
- ☐ Parks & Public Facilities
- ☐ Public Safety

PRIORITY

- ☒ Risk to Health & Safety
- ☒ Critical Infrastructure
- ☐ End of Life Cycle
- ☐ Community Investment

PROJECT ELEMENTS

- ☐ Pre-Design
- ☐ Engineering & Design
- ☐ ROW Acquisition
- ☒ Construction

PROJECT FUNDING

- ☒ Capital Reserves (0-10%)
- ☐ Operating Revenues
- ☐ Debt Financing
- ☒ Grant Funds (90-100%)
- ☐ Legislative Appropriation

CITY GOALS

Strategic Plan
Comprehensive Plan
Shoreline Management Plan

PROJECT INFORMATION

Project Name: Lehn Rd. Well Backup Generator & Switchgear

Contact: Scott Duncan, Public Works Director

Department: Public Works

Project Cost: \$165,000

Useful Life: 25 years

Operational Impact:

Backup power supply ensures continuous operation and prevents disruption in water production efforts during natural disasters, severe weather events, or other emergencies when the primary power supply is unavailable.

DESCRIPTION

The City's wells require a significant and continuous source of electricity to draw water, and the current generator is failing to provide the level of security needed for contingency operations. Installation of a 200kw diesel generator and switchgear will enable the effective transfer of power to ensure operations amidst emergency power outages.

JUSTIFICATION

This project reduces the risks and vulnerabilities faced during emergency situations and ensures our ability to maintain utility systems, services, and infrastructure to meet the functional needs of the community and provide predictable rates. Recent events (Gray Rd Fire) exposed a critical need for backup power generation for critical infrastructure.

PUBLIC BENEFIT

The provision of clean and reliable water is critical to public health and safety and supports community well-being.



CAPITAL IMPROVEMENT PROJECT

PW-3-24-409

PROJECT TYPE

- ☐ Transportation
- ☒ Public Works
- ☐ Parks & Public Facilities
- ☐ Public Safety

PRIORITY

- ☐ Risk to Health & Safety
- ☒ Critical Infrastructure
- ☒ End of Life Cycle
- ☐ Community Investment

PROJECT ELEMENTS

- ☒ Pre-Design
- ☒ Engineering & Design
- ☐ ROW Acquisition
- ☒ Construction

PROJECT FUNDING

- ☒ Capital Reserves (100%)
- ☐ Operating Revenues
- ☐ Debt Financing
- ☐ Grant Funds
- ☐ Legislative Appropriation

CITY GOALS

Strategic Plan
Comprehensive Plan
Shoreline Management Plan

PROJECT INFORMATION

Project Name: WWTP Ultraviolet Disinfection Upgrade

Contact: Steve Cooper, WWTP Director

Department: Waste-Water Treatment Plant

Project Cost: \$450,000

Useful Life: 25 years

Operational Impact:

Implementing three-phase power and replacing bulbs that are no longer available will ensure the continued and required disinfection of treated wastewater while resulting in increased efficiency, lower operational costs, and higher quality effluent.

DESCRIPTION

Ultraviolet disinfection is a cost effective and highly efficient way to ensure treated wastewater (effluent) is safe for discharge or reuse through a chemical free process that provides for short treatment cycles of large volumes of wastewater. Upgrading the power supply to three-phase will enable improved performance, reduced energy consumption, and increased overall productivity. The current ultraviolet bulbs are no longer available, necessitating an upgrade to the system that incorporates bulbs that are more efficient, longer lasting, and more readily available, thereby reducing operational costs.

JUSTIFICATION

This project ensures our ability to maintain utility systems, services, and infrastructure to meet the functional needs of the community and provide predictable rates. Utilization of reclaimed water helps to address domestic water availability concerns.

PUBLIC BENEFIT

Effluent from the WWTP is utilized to improve the lake level of West Medical Lake in addition to providing for irrigation at Eastern State Hospital and Lakeland Village.



CAPITAL IMPROVEMENT PROJECT

PW-4-25-104

PROJECT TYPE

- ☐ Transportation
- ☒ Public Works
- ☐ Parks & Public Facilities
- ☐ Public Safety

PRIORITY

- ☒ Risk to Health & Safety
- ☒ Critical Infrastructure
- ☐ End of Life Cycle
- ☐ Community Investment

PROJECT ELEMENTS

- ☐ Pre-Design
- ☒ Engineering & Design
- ☒ ROW Acquisition
- ☒ Construction

PROJECT FUNDING

- ☒ Capital Reserves (10-20%)
- ☐ Operating Revenues
- ☐ Debt Financing
- ☒ Grant Funds (10-20%)
- ☒ Legislative Appropriation (80%)

CITY GOALS

Strategic Plan
Comprehensive Plan
Shoreline Management Plan

PROJECT INFORMATION

Project Name: Medical Lake Stormwater Mitigation

Contact: Scott Duncan, Public Works Director

Department: Public Works

Project Cost: \$1,000,000

Useful Life: 25 years

Operational Impact:

The City has 9 stormwater discharge locations around Medical Lake. These discharges into the lake do not meet current standards or best management practices and require upgrades to improve water quality of the lake and its ecosystem.

DESCRIPTION

The need exists to mitigate the existing stormwater discharges into Medical Lake. Design and installation of bio-infiltration swales will absorb dissolved loads and metals prior to discharging stormwater into the lake, treating 90% of the annual runoff volume. Oil-water separators and bio-infiltration swales will be utilized at Martin St, 3rd and Staples, Oregon St, Coney Island Park, and Waterfront Park. Bio-infiltration swales will be added at Howard St, North Park, Peper Park, and the boat launch.

JUSTIFICATION

This project sites essential public facilities without compromising the integrity and character of our community while ensuring that impacts are adequately mitigated to preserve habitat and maintain ecological functions.

PUBLIC BENEFIT

The protection, preservation, and enhancement of the natural environment through balanced and sustainable human interactions with soil, water, and ecosystems during recreational and commercial uses.



CAPITAL IMPROVEMENT PROJECT

PW-5-25-409

PROJECT TYPE

- ☐ Transportation
- ☒ Public Works
- ☐ Parks & Public Facilities
- ☐ Public Safety

PRIORITY

- ☐ Risk to Health & Safety
- ☒ Critical Infrastructure
- ☒ End of Life Cycle
- ☐ Community Investment

PROJECT ELEMENTS

- ☐ Pre-Design
- ☐ Engineering & Design
- ☐ ROW Acquisition
- ☒ Construction

PROJECT FUNDING

- ☒ Capital Reserves
- ☐ Operating Revenues
- ☐ Debt Financing
- ☐ Grant Funds
- ☐ Legislative Appropriation

CITY GOALS

Strategic Plan
Comprehensive Plan
Shoreline Management Plan

PROJECT INFORMATION

Project Name: WWTP Belt Press Repairs and Update

Contact: Steve Cooper, WWTP Director

Department: Waste-Water Treatment Plant

Project Cost: \$75,000

Useful Life: 20 years

Operational Impact:

The Belt Filter Press located in the Dewatering Building of the WWTP is used to remove water from waste activated sludge prior to loading the biosolids for transport and processing at Barr-Tech. The belts need replacement and key rubber coated drive rollers are delaminating and need to be replaced to ensure effective dewatering of the biosolids since the cost of processing is determined by weight.

DESCRIPTION

The existing Belt Filter Press will be temporarily taken out of service to remove the belts, replace the delaminated rubber coated drive roller assemblies and bearings, perform preventive maintenance, and install the new belts.

JUSTIFICATION

This project ensures our ability to maintain utility systems, services, and infrastructure to meet the functional needs of the community and provide predictable rates. Utilization of reclaimed water helps to address domestic water availability concerns.

PUBLIC BENEFIT

Due to being 100% beneficial use, effluent from the WWTP is utilized to improve the lake level of West Medical Lake in addition to providing for irrigation at Eastern State Hospital and Lakeland Village while the biosolids are processed to be used as compost material.



CAPITAL IMPROVEMENT PROJECT

PROJECT TYPE

- ☐ Transportation
- ☐ Public Works
- ☐ Parks & Public Facilities
- ☐ Public Safety

PRIORITY

- ☐ Risk to Health & Safety
- ☐ Critical Infrastructure
- ☐ End of Life Cycle
- ☐ Community Investment

PROJECT ELEMENTS

- ☐ Pre-Design
- ☐ Engineering & Design
- ☐ ROW Acquisition
- ☐ Construction

PROJECT FUNDING

- ☐ Capital Reserves
- ☐ Operating Revenues
- ☐ Debt Financing
- ☐ Grant Funds
- ☐ Legislative Appropriation

CITY GOALS

Strategic Plan

Comprehensive Plan

Shoreline Management Plan

PROJECT INFORMATION

Project Name: Fleet Electrification

Contact: Koss Ronholt, Finance Director

Department: City Hall, Public Works, and Wastewater

Project Cost: \$400,000

Useful Life: 10 years

Operational Impact:

Modern and updated electric vehicles will provide for lower maintenance costs and less frequent repair. Additionally, currently under-met vehicle needs of the City will be fulfilled, providing available short-range vehicles for the employees' various responsibilities.

DESCRIPTION

The Municipal Fleet Electrification project aims to replace the City of Medical Lake's small fleet of internal combustion engine (ICE) vehicles with electric vehicles (EVs). This project will involve the purchase of EVs, installation of necessary charging infrastructure, and training for staff on the use and maintenance of the new vehicles. The phases will focus on transitioning essential service vehicles, such as those used by Public Works, Wastewater, and Administrative departments, to electric alternatives.

JUSTIFICATION

The transition to electric vehicles is driven by the City's commitment to sustainability, reducing greenhouse gas emissions, and improving air quality. The electrification of the municipal fleet aligns with state and federal initiatives aimed at combating climate change and promoting clean energy. Additionally, electric vehicles offer lower operating and maintenance costs compared to traditional ICE vehicles, contributing to long-term financial savings for the City.

PUBLIC BENEFIT

The project would lead to a positive environmental impact, economic savings, and energy independence for the City. The City would significantly reduce its carbon footprint, which contributes to better air quality and subsequently benefiting public health. Additionally, by utilizing locally produced renewable energy sources for charging EVs, the City can reduce dependence on fossil fuels and enhance energy security.



CAPITAL IMPROVEMENT PROJECT

PROJECT TYPE

- ☐ Transportation
- ☐ Public Works
- ☐ Parks & Public Facilities
- ☐ Public Safety

PRIORITY

- ☐ Risk to Health & Safety
- ☐ Critical Infrastructure
- ☐ End of Life Cycle
- ☐ Community Investment

PROJECT ELEMENTS

- ☐ Pre-Design
- ☐ Engineering & Design
- ☐ ROW Acquisition
- ☐ Construction

PROJECT FUNDING

- ☐ Capital Reserves
- ☐ Operating Revenues
- ☐ Debt Financing
- ☐ Grant Funds
- ☐ Legislative Appropriation

CITY GOALS

Strategic Plan

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PROJECT INFORMATION

Project Name: GIS Mapping of Critical Infrastructure

Contact: Sonny Weathers, City Administrator

Department: Public Works and Wastewater

Project Cost: \$30,000

Useful Life: Indefinite

Operational Impact:

Significantly improved capabilities and efficiencies relating to the repair and maintenance of water and wastewater infrastructure.

DESCRIPTION

The GIS Mapping of Critical Infrastructure project aims to upgrade the City of Medical Lake's infrastructure management by creating a comprehensive Geographic Information System (GIS) map. This map will detail the location and condition of critical infrastructure, including pipes, valves, pumps, lift stations, interties, hydrants, and storage facilities. The project will involve gathering, storing, sharing, managing, and analyzing infrastructure data to improve real-time decision-making, emergency response, and resource allocation.

JUSTIFICATION

The outdated as-built maps that the City currently relies on limits communication, efficiency, and decision-making. This project reduces the risk and vulnerability faced during emergency situations by maintaining utility systems, services, and infrastructure by replacing as-built maps with a virtual, comprehensive, and accurate mapping of the City's critical infrastructure.

PUBLIC BENEFIT

Maintenance and operation of water and wastewater infrastructure is critical to public health and safety. Access to a map viewer on smart phones and tablets will expedite response time to emergent breaks or fails. Improved maintenance capabilities of such infrastructure will also reduce frequency of emergent circumstances, such as line breaks or leaks.



CAPITAL IMPROVEMENT PROJECT

PROJECT TYPE

- ☐ Transportation
- ☐ Public Works
- ☐ Parks & Public Facilities
- ☐ Public Safety

PRIORITY

- ☐ Risk to Health & Safety
- ☐ Critical Infrastructure
- ☐ End of Life Cycle
- ☐ Community Investment

PROJECT ELEMENTS

- ☐ Pre-Design
- ☐ Engineering & Design
- ☐ ROW Acquisition
- ☐ Construction

PROJECT FUNDING

- ☐ Capital Reserves
- ☐ Operating Revenues
- ☐ Debt Financing
- ☐ Grant Funds
- ☐ Legislative Appropriation

CITY GOALS

Strategic Plan

Comprehensive Plan

Shoreline Management Plan

PROJECT INFORMATION

Project Name: Park Maintenance Vehicle

Contact: Glen Horton, Parks & Recreation Director

Department: Parks & Recreation

Project Cost: \$75,000

Useful Life: 10 years

Operational Impact:

Will provide parks staff with a vehicle dedicated to them during the Parks Maintenance season, ensuring that Public Works vehicles remain available for other Public Works operations.

DESCRIPTION

The Parks Maintenance Vehicle would involve purchasing a vehicle with the capability to tow a large trailer and parks maintenance equipment.

JUSTIFICATION

Currently, Parks Maintenance staff must borrow vehicles from the Public Works Department to provide grounds maintenance throughout the City's parks, which leaves Public Works with too few vehicles for their standard operations.

PUBLIC BENEFIT

The City would be better equipped to fulfill necessary maintenance on the City's parks, without reducing capacity of the Public Works Department.



CAPITAL IMPROVEMENT PROJECT

PROJECT TYPE

- ☐ Transportation
- ☐ Public Works
- ☐ Parks & Public Facilities
- ☐ Public Safety

PRIORITY

- ☐ Risk to Health & Safety
- ☐ Critical Infrastructure
- ☐ End of Life Cycle
- ☐ Community Investment

PROJECT ELEMENTS

- ☐ Pre-Design
- ☐ Engineering & Design
- ☐ ROW Acquisition
- ☐ Construction

PROJECT FUNDING

- ☐ Capital Reserves
- ☐ Operating Revenues
- ☐ Debt Financing
- ☐ Grant Funds
- ☐ Legislative Appropriation

CITY GOALS

Strategic Plan

Comprehensive Plan

Shoreline Management Plan

PROJECT INFORMATION

Project Name: Park Surveillance Camera Installation

Contact: Koss Ronholt, Finance Director

Department: Public Works and Parks & Recreation

Project Cost: \$70,000

Useful Life: 10 years

Operational Impact:

Currently, the City's parks suffer from frequent vandalism and mistreatment, and the restoration of vandalized property and repair of damages has been costly to the City. The project is aimed to reduce vandalism and mistreatment of public property.

DESCRIPTION

The Park Surveillance Camera Installation project aims to enhance security and safety in the City of Medical Lake's parks by installing surveillance cameras at key locations. Approximately 7 high-definition cameras will be strategically placed in areas such as playgrounds, entrances, parking lots, and other high-traffic or vulnerable spots. The cameras will be connected to a central monitoring system, allowing for real-time surveillance and recording.

JUSTIFICATION

This project is driven by the need to improve public safety, deter vandalism, and reduce crime in the City's parks. Surveillance cameras will help monitor activities, provide valuable evidence in case of incidents, and enhance the overall sense of security for park visitors. Additionally, the presence of cameras can act as a deterrent to potential criminal activities, contributing to the preservation of public property.

PUBLIC BENEFIT

Enhanced safety and crime deterrence, improved evidence for incident response, and added community confidence.



CAPITAL IMPROVEMENT PROJECT

PROJECT TYPE

- ☐ Transportation
- ☐ Public Works
- ☐ Parks & Public Facilities
- ☐ Public Safety

PRIORITY

- ☐ Risk to Health & Safety
- ☐ Critical Infrastructure
- ☐ End of Life Cycle
- ☐ Community Investment

PROJECT ELEMENTS

- ☐ Pre-Design
- ☐ Engineering & Design
- ☐ ROW Acquisition
- ☐ Construction

PROJECT FUNDING

- ☐ Capital Reserves
- ☐ Operating Revenues
- ☐ Debt Financing
- ☐ Grant Funds
- ☐ Legislative Appropriation

CITY GOALS

Strategic Plan

Comprehensive Plan

Shoreline Management Plan

PROJECT INFORMATION

Project Name: City-wide Signage Refresh and Wayfinding Project

Contact: Glen Horton, Parks & Recreation Director

Department: City Wide, Parks

Project Cost: \$100,000

Useful Life: 15 years

Operational Impact:

The project will have little to no impact on the operations of the City, but certain maintenance requirements will be added to future years. Project to include four refreshed Welcome to Medical Lake signs, seven refreshed park signs, three added trail navigation signs, and added wayfinding or point of interest signs.

DESCRIPTION

The City-wide Signage Refresh and Wayfinding project aims to replace and refresh all existing signage within the City of Medical Lake, including parks and public spaces. The project will also introduce new wayfinding signs to direct traffic and pedestrians to key points of interest such as City Hall, parks, historical sites, public parking, and local businesses.

JUSTIFICATION

The current signage throughout the City is outdated and in need of replacement to improve visibility, readability, and aesthetic appeal. Updated and consistent signage will enhance the City's image, provide clear directions, and improve overall visitor and citizen experience. The addition of wayfinding signs is essential to guide residents and tourist efficiently to various attractions and facilities within the City.

PUBLIC BENEFIT

Improved City navigation, helping residents and visitors navigate the City more easily, reducing confusion and improving the overall visitor experience. Attractive and informative wayfinding signs will make it easier for tourists to explore the City's points of interest, boosting local tourism and supporting local businesses. Modern and consistent signage will improve the visual appeal of the City, contributing to a cohesive and welcoming environment. The clear and visible signage can also enhance road and pedestrian safety by providing timely and accurate information to drivers and pedestrians.



CAPITAL IMPROVEMENT PROJECT

Project #

PROJECT TYPE

- ☐ Transportation
- ☐ Public Works
- ☒ Parks & Public Facilities
- ☐ Public Safety

PRIORITY

- ☐ Risk to Health & Safety
- ☐ Critical Infrastructure
- ☐ End of Life Cycle
- ☒ Community Investment

PROJECT ELEMENTS

- ☒ Pre-Design
- ☒ Engineering & Design
- ☐ ROW Acquisition
- ☒ Construction

PROJECT FUNDING

- ☒ Capital Reserves
- ☐ Operating Revenues
- ☐ Debt Financing
- ☐ Grant Funds
- ☐ Legislative Appropriation

CITY GOALS

Strategic Plan

Comprehensive Plan

Shoreline Management Plan

PROJECT INFORMATION

Project Name: Bathroom Auto Locks

Contact: Glen Horton, Parks & Recreation Director

Department: Parks & Recreation

Project Cost: \$ 20,000.00

Useful Life: 15 Years

Operational Impact:

Reduced Vandalism in bathrooms

Budget Impact

Less staff time for clean up

DESCRIPTION

We would like to install auto locking door handles in the park bathrooms. Vandalism has really picked up in the last few years and parks/maintenance staff are constantly picking up messes and repainting bathrooms due to graffiti.

JUSTIFICATION

Auto Locks will allow staff to set timers based on when sunset is throughout the year. We have changed our ordinance to be that parks are open from Dawn to Dusk so there is no need for bathrooms to be open all night long anyhow. We have also seen an uptick in what seems to be people sleeping in the bathrooms overnight as the parks staff have found bags and camping materials in them.

PUBLIC BENEFIT

Nicer restrooms that are not constantly destroyed and vandalised



CAPITAL IMPROVEMENT PROJECT

Project #

PROJECT TYPE

- ☐ Transportation
- ☐ Public Works
- ☒ Parks & Public Facilities
- ☐ Public Safety

PRIORITY

- ☐ Risk to Health & Safety
- ☐ Critical Infrastructure
- ☐ End of Life Cycle
- ☒ Community Investment

PROJECT ELEMENTS

- ☒ Pre-Design
- ☒ Engineering & Design
- ☐ ROW Acquisition
- ☒ Construction

PROJECT FUNDING

- ☒ Capital Reserves
- ☐ Operating Revenues
- ☐ Debt Financing
- ☒ Grant Funds
- ☐ Legislative Appropriation

CITY GOALS

Strategic Plan

Comprehensive Plan

Shoreline Management Plan

PROJECT INFORMATION

Project Name: Irrigation System

Contact: Glen Horton, Parks & Recreation Director

Department: Parks & Recreation

Project Cost: \$ 75,000.00

Useful Life: 20 Years

Operational Impact:

Improving the irrigation system will allow for reduction in water use, staffing costs for irrigation configuration, and real time data and reporting.

DESCRIPTION

The Smart Rain System is an easy to use system that gives mobile notifications, you can remotely change settings, have full site mapping and zone imaging.

JUSTIFICATION

The irrigation systems in our parks have not been upgraded since being installed. With Smart Rain we would be able to better detect leaks in the system and Smart Rain guarantees your money back if your water costs are not reduced. Most organizations that use the product see their ROI recuperated within months.

PUBLIC BENEFIT

We reduce the water consumption/costs in our parks while maintaining a healthy park. Reducing the strain that irrigating large bodies of grass can put on our water system.

CITY OF MEDICAL LAKE
City Council Retreat - Special Meeting

8 AM
June 28, 2024

MINUTES

Council Chambers
124 S. Lefevre Street

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

COUNCIL AND ADMINISTRATIVE PERSONNEL PRESENT

Councilmembers

Ted Olson
Keli Shaffer
Lance Speirs
Don Kennedy
Bob Maxwell

Administration/Staff

Terri Cooper, Mayor
Sonny Weathers, City Administrator
Koss Ronholt, Finance Director
Scott Duncan, Public Works Director
Steve Cooper, WWTP Director
Elisa Rodriguez, City Planner
Roxanne Wright, Administrative Assistant
Glen Horton, Parks and Recreation Director

SPECIAL SESSION – 8:00 AM

1. WELCOME

- A. Mr. Weathers welcomed everyone, went over the goals for the meeting and led the Pledge of Allegiance.
- B. Mayor Cooper thanked council and staff for their work and vision for the city.

2. OPENING DISCUSSION

- A. Discussed the map of the city for the “Plenty To Do on Route 902” campaign. Suggestions for additions to the map were given.
- B. Re*Imagine Medical Lake will host a welcome home reflection event on the anniversary of the Gray Fire, August 18th at Waterfront Park.

3. STRATEGIC PLANNING

- A. Mr. Weathers reviewed the vision, mission, values, and six targets that were developed at the last council retreat. Translating them into actionable steps is the goal for this retreat.
- B. Mayor Cooper discussed post-fire impacts on small businesses and how the city can best support them.
- C. Mr. Weathers reviewed each target and team discussion was held.

- i. Transportation
 - 1. Discussed desire to add more STA routes to connect Medical Lake, Cheney, and Airway Heights.
 - 2. Mr. Duncan shared his meeting with the Washington State Transportation Board.
 - ii. Public Safety
 - 1. Mayor Cooper shared that side by sides are legal anywhere the speed limit is 35 mph or under. Shared priorities for the City, both short and long-term.
 - iii. Economic Development - Industrial growth – keep it east of Craig Road. Protect natural beauty here. Land between Medical Lake and Craig Road is designated for residential growth only.
 - 1. Spoke on upgrading WWTP. Preserving water and lake quality. Environmental, social, economic – all three are equally important.
 - iv. Healthy Living and Recreation – Mr. Horton shared about the activities offered during summer youth camps.
 - v. Public Health, Safety, and Security – Discussed how to provide opportunities for the citizens. CHAS may be a possibility.
 - vi. Education – want to be good partners with MLSD to collaborate.
- D. Public Works Departmentalization
- i. Mr. Weathers explained the concept and reason why it's needed.
 - ii. Mr. Ronholt gave more details. Operational and budget need to consolidate. Would have designated positions. Each position would have a single funding source. Vetting process through management and union. Mayor spoke on the reorganization that was done within city hall (finance, directors, etc.), this is next step. Creates mobility and longevity. Want to keep people.
- E. Comprehensive Planning
- i. Mr. Weathers – AWC and MRSC collaborating; AWC website – can watch webinars on this and their publication on infrastructures. Spoke about looking creatively for funding to support projects. Public Works loans – no interest, same as cash. Good way to keep reserves.
 - ii. Mr. Weathers reviewed categories of the Comprehensive Plan. Discussed acquisition of Waterfront Park property from DSHS that is in the works.
 - iii. Reviewed the needs for WWTP and Public Works.
 - iv. Discussion on drawing people to Medical Lake. I-90 loop signs, city signs etc. Mr. Ronholt shared that there remaining ARPA funds for beautification and signage is the top item.

Terri Cooper, Mayor

Koss Ronholt, Finance Director/City Clerk

Date

CITY OF MEDICAL LAKE
City Council Regular Meeting

6:30 PM
July 16, 2024

MINUTES

Council Chambers
124 S. Lefevre Street

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

COUNCIL AND ADMINISTRATIVE PERSONNEL PRESENT

Councilmembers

Chad Pritchard
Keli Shaffer
Lance Speirs
Bob Maxwell
Ted Olson
Tony Harbolt

Administration/Staff

Terri Cooper, Mayor
Sonny Weathers, City Administrator
Steve Cooper, WWTP Director
Koss Ronholt, Finance Director
Roxanne Wright, Administrative Assistant
Scott Duncan, Public Works Director
Glen Horton, Parks & Recreation Director

REGULAR SESSION – 6:30 PM

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

- A. Mayor Cooper called the meeting to order at 6:30 pm, led the Pledge of Allegiance, and conducted roll call.
 - i. Councilmember Kennedy requested an excused absence for tonight at the last meeting. All other council members were present in person.

2. AGENDA APPROVAL

- A. Motion to approve made by Councilmember Shaffer, seconded by Councilmember Maxwell, carried 6-0.

3. INTERESTED CITIZENS: AUDIENCE REQUESTS AND COMMENTS

- A. Carl Munson, resident of Medical Lake and Planning Commissioner – Shared that the Planning Commissioner is looking at the future identity of Medical Lake and will be making suggestions to the Council.
- B. Art Kulibert, resident of Medical Lake – spoke about improving the map for the community yard sale.
- C. Lahnie Henderson, resident of Medical Lake – shared that the link for Zoom for the meeting on the new website didn't work.

4. ANNOUNCEMENTS / PROCLAMATIONS / SPECIAL PRESENTATIONS - None

5. REPORTS

A. Public Safety

- i. FD3, Chief Rohrbach – call volume is at a yearly low for June. Ban on fireworks was well respected. Starting to see resources drawn down as they help other areas with fires. Hired two new personnel members, a public affairs director, and mechanic.

B. Council Comments

- i. Councilmember Pritchard – no HCDAC meeting this month. Geo Walk, August 21st, 5-7 pm at Waterfront Park.
- ii. Councilmember Shaffer – Finance Committee - reviewed claims and warrants.
- iii. Councilmember Speirs – no report.
- iv. Councilmember Maxwell – General Government Committee - reviewed the large amount of street work that will be happening. Waiting on approval from the state for ADA sidewalk upgrades.
- v. Councilmember Olson – Public Works Committee - speed trailers will move from Silver Lake area. WWTP MSDS's are all caught up.
- vi. Councilmember Harbolt – no report.

C. Mayor – no report.

D. City Administrator & City Staff

- i. Sonny Weathers, City Administrator– new website up and running, staff are still learning, happy to receive comments. July 4th Linger at the Lake was well attended, and he has received great feedback from citizens. Shared some positive feedback from community members. I-90 business loop signs installed. Spokane Board of Commissioners approved the Historic Preservation ILA. The city's new grant writer is hard at work, seeking opportunities. WCIA will conduct an annual review and audit focused on personnel on Wednesday, July 17th. Gray Fire Community Meeting will be held at City Hall on July 17th and moving forward. Planning Commission on Thursday, July 25th. Open house regarding the Craig Road and I-90/Four Lakes Interchange Connection Study will be held at Snowden Elementary on July 24th 5:30 – 7:30 pm.

6. WORKSHOPS

A. Fireworks Discussion – Requested by Councilmember Pritchard

- i. Mr. Weathers shared a presentation. See attached. Councilmember Pritchard shared positive feedback from citizens about the ban this year. Discussion and input from council. In favor of advisory vote. Mr. Weathers will gather details of when it can be put on a ballot and bring back for Council approval.

B. Cameras for Public Safety

- i. Mr. Weathers shared a presentation. See attached. Discussion – Mayor Cooper wants to explore cost with each option, and where and how they'd be used. Council in favor of exploring further.

7. ACTION ITEMS

A. Consent Agenda

- i. Approve **July 2, 2024**, minutes.
 - 1. Motion to approve made by Councilmember Olson, seconded by Councilmember Speirs, carried 6-0.
- ii. Approve **July 16, 2024**, Payroll Claim Warrants numbered **51489** through **51496** and Payroll Payable Warrants numbered **30136** through **30146** in the amount of **\$171,665.69** and Claim Warrants numbered **51497** through **51547** in the amount of **\$244,897.01**.

1. Motion to approve made by Councilmember Shaffer, seconded by Councilmember Speirs, carried 6-0.

8. PUBLIC HEARING - none

9. RESOLUTIONS

- A. 24-697 RCO Applicant Resolution Authorization
 - i. Mr. Weathers gave an overview.
 - ii. Motion to approve made by Councilmember Pritchard, seconded by Councilmember Shaffer, carried 6-0.

10. ORDINANCES - None

11. INTERESTED CITIZENS: AUDIENCE REQUESTS AND COMMENTS

- A. Art Kulibert, resident of Medical Lake – spoke on an article regarding historical buildings.

12. EXECUTIVE SESSION - none

13. EMERGENCY ORDINANCES - none

14. UPCOMING AGENDA ITEMS - none

15. CONCLUSION

- A. Motion to conclude at 7:30 pm made by Councilmember Pritchard, seconded by Councilmember Maxwell, carried 6-0.

Terri Cooper, Mayor

Koss Ronholt, Finance Director/City Clerk

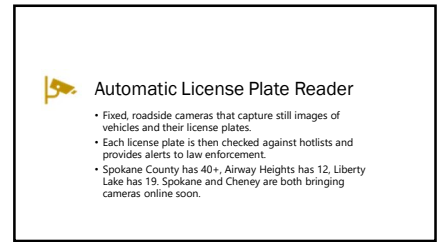
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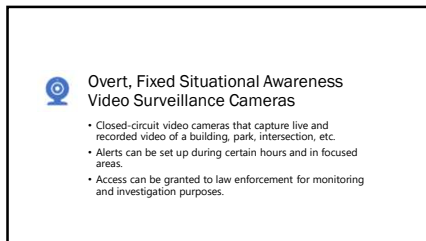
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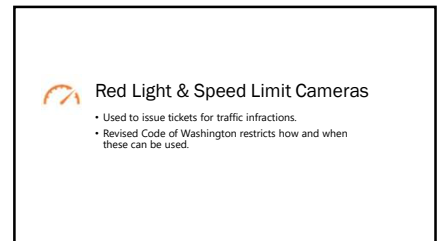
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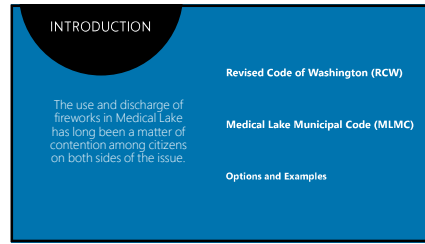
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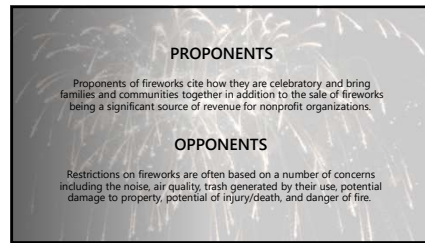
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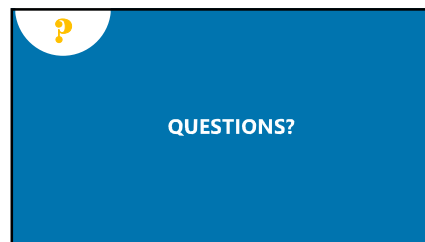
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8

**CITY OF MEDICAL LAKE
SPOKANE COUNTY, WASHINGTON
RESOLUTION NO. 24-698**

**A RESOLUTION OF THE CITY OF MEDICAL LAKE APPROVING A
JANITORIAL SERVICES AGREEMENT WITH JAN PRO NORTHWEST FOR
THE CITY OF MEDICAL LAKE, WASHINGTON**

WHEREAS, the City of Medical Lake (“City”) terminated services with their previous janitorial services provider on June 8, 2024, and is in need of janitorial services; and

WHEREAS, City Staff has reviewed several proposals from janitorial service companies and recommends contracting with D’Sylva and Niemi Enterprises, Inc., d/b/a JAN-PRO Northwest (“Service Coordinator”) to perform certain administrative and support services related to providing the City with janitorial services; and

WHEREAS the Service Coordinator has contracted with White Rose Cleaning, LLC (“Service Provider”) to provide janitorial services for the City; and

WHEREAS, the City, Service Coordinator, and Service Provider have set forth the terms of the parties’ agreement as contained in Exhibit A (“Agreement”).

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

Section 1. Approval of Agreement. The Council hereby approves the Agreement in the form attached to this Resolution as Exhibit “A”, and by reference incorporated herein.

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

Section 3. Severability. If any section, sentence, clause, or phrase of this Resolution should be held to be invalid or unconstitutional by a court of competent jurisdiction, such invalidity or unconstitutionality shall not affect the validity or constitutionality of any other section, sentence, clause, or phrase of this Resolution.

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

ADOPTED this 6th day of August, 2024.

Mayor, Terri Cooper

Attest:

Approved as to Form:

Finance Director, Koss Ronholt

City Attorney, Sean P. Boutz



July 11th, 2024

City of Medical Lake City Hall

124 S Lefevre St, Medical Lake, WA 99022

Dear Colton,

Thank you for the invitation to propose a cleaning program for you and your mates.

Our short-term goal is to give you confidence to choose us based on our business model and 20-year track record, and our long-term goal is to provide you with many years of quality service:

Service we GUARANTEE with a written promise reflecting our services.

We are easy to work with and happy to make any adjustments/changes/additions/deletions to the scope any time of the year at no additional charge or fee.

The next few pages are a **highlighted** reiteration of what we've chatted about – how we work, how we clean, what we expect of our **Service Provider**.

The Scope of Work is very detailed, but we find it helpful for the **Service Provider**, our entire support team, and of course *you* to have the best possible understanding of the work being done.

Please allow me to answer any questions you may have. We look forward to working with you!

Sincerely,

Alex Botezatu

Director of Business Development

JAN-PRO NORTHWEST

M: 509-979-6763

O: 509-534-9080

Fax: 509-534-9081

Alex.Botezatu@JAN-PRO.com



If you, dear customer, have contacted either your **SERVICE PROVIDER** or our office with a complaint, the **SERVICE PROVIDER** will respond to and cure, or at least attempt to cure your complaint in 1 business day. Should your **SERVICE PROVIDER** fail to do so, that team will provide a complimentary cleaning of some kind with no additional charge.

Your selected **SERVICE PROVIDER** is an **owner operator** in the JAN-PRO Enterprise.

Our exemplary certification program is key to JAN-PRO's success and to the satisfaction of our customers. It is a highly specific, regimented five-session program called JAN-PRO Signature Clean™. It's goal is to create **career cleaning professionals** who are:

- Financially vested in the satisfaction of each and every customer, each clean
- Benefit from JAN-PRO operations support team with continued education
- Well versed in the latest and most effective cleaning technologies.

Your Cleaning Team

As a result of our **5-day Signature Clean™ certification program** you can expect the same reliable service time and time again from a professional cleaning team that you will get to know by name.

Each JAN-PRO Northwest Certified Business Owner will:

- Have copies of background checks available upon request.
- Have a photo ID badge and wear a professional JAN-PRO logo shirt.
- Be insured with \$2 Million liability coverage and \$50,000 janitorial bond.
- Be compliant with Worker's Compensation in Washington and Idaho.
- Understand and comply with OSHA standards.
- Use hospital grade disinfectants ONLY, or as specified by you, "green" products.

JAN-PRO TRACKER™

Measuring the State of Clean



A support team representative will use The JAN-PRO Tracker™ program which includes the following to ensure 100 percent customer satisfaction and consistent cleaning performance:



- **Logbooks are provided** for daily communication between you and your cleaning specialists.
- **Evaluations forms** are provided for YOUR assessment of our JAN-PRO Northwest performance.
- **Routine scheduling of audits** where you, someone from our Field Services team and **SERVICE PROVIDER** may review services together.

Micro-fiber Technology

JAN-PRO has replaced conventional cleaning cloths with a micro-fiber system, which cleans greener and drier while removing more dust contaminants. JAN-PRO uses a four-color coded Micro-fiber system, which virtually eliminates cross-contamination. We may also use disposable products to not cross contaminate.

- Micro-fiber dusting and mopping material: 1/16 the size of a human hair and holds eight times its weight in water.
- The tiny fibers penetrate the microscopic pores of surfaces increasing cleaning quality and saving time in the process.
- **Micro-fiber is positively charged, thereby helping remove particles, not just push them around.**



Backpack Vacuum Technology



Our backpack vacuums have a four-level HEPA filtration for exceptionally clean and healthy indoor air quality.

These powerful vacuums:

- **Capture up to 99% of dust mites, pollen, viruses, bacteria, and chemical residue.**
- **Leave less dust in your environment so there is less dust to collect on equipment and furniture.**
- **Help reduce the risk of respiratory infection.**

EnviroShield™ – The Science of Disinfecting

An Optional Service Billed Separately

Please view JAN-PRO EnviroShield Process video: <https://youtu.be/GFStF1l4Tjs>

EnviroShield™ combines a unique disinfecting sprayer with an equally unique disinfecting product, Sniper®. EnviroShield™

Facts:

Because SNiPER uses chlorine dioxide to attack micro-organisms on a vital structural level, micro-organisms **SNiPER cannot develop immunity to this disinfectant.**

The sprayer uses an electrostatic charge applied to the spray causing a natural attraction between the spray droplets and targeted area.

As Sniper is sprayed, it picks up the charge, giving it 75 times the force of gravity to completely wrap around and cover every surface it touches.

It evaporates easily and is perfect **in high clutter areas** and touch areas such as desks, phones, restroom surfaces, etc.

Highly effective, it is perfect for Hospitals, dental offices, call centers, general office areas, **computer keyboards**, day care facilities, schools, ALL AREAS.

SNiPER has been proven effective on a variety of harmful organisms, including:

Noro Virus

H1N1 Swine Flu

H9N2 Avian Flu

MRSA

Pseudomonas aeruginosa

Vibrio Vulnificus

E.coli

Salmonella

Legionella Pneumophila

Clostridium Difficile

Covid

Stachybotrys Chartarum

Chaetomium Globosum

Trichophyton
Mentagrophytes

Leuconostoc Mesenteroides

EnviroShield™ Benefits:

- Total disinfecting coverage on and around all surfaces.
- Environmentally safe.
- Counters spread of bacterial infections.
- No post-application aftereffects or precautions.
- Ensures cleaner, safer workspaces.
- Reduces downtime due to absenteeism.
- Safe for all commercial environments





City of Medical Lake City Hall

124 S Lefevre St, Medical Lake, WA 99022

- ☐ Yes Client requests that the **Service Provider** and its employees wear JAN-PRO branded uniforms while on Client's premises.
- ☐ Yes Client requests that the **Service Provider and its employees** wear identification badges while on Client's premises.

If at any time there are: 1) changes mandated by law in required wages or other welfare and benefits for **Service Provider** employees; 2) changes in other regulatory requirements; 3) cost of goods increases in excess of 3% (when annualized); or 4) other cost increases outside the control of Service Provider (individually and collectively, a "Cost Escalation Event"), that collectively increase the cost for Service Provider to provide the Service in excess of 3% (when annualized), Service Provider may increase invoiced rates/prices by the amount necessary to cover the Cost Escalation Event that Service Provider identified pertaining to these mandated increases/product costs, but only within jurisdictions in which such changes are mandated and/or occur.

1 time per week (Police Office: 2 times per Month – 24 services per year)

NOTE: Jan-Pro logo shirts and badges are required for each member of cleaning team each visit. No exceptions.

Police Office: 2 times per Month – 24 services per year

Building Exterior	1 x per week	1 x per month
Weather permitting: Sweep debris from main entrance to maintain proper appearance. Area to maintain: in front of entry doors only from doors to 6' x 6' outward. (Good weather months only. No snow shoveling.) Do not sweep away ice melt product!	✓	
Main entry re-light exterior ledges (windows that abut entry doors): Wipe to remove dirt, debris.	✓	
Dumpster or trash areas: maintain proper appearance. Occasional sweeping may be necessary. Advise Customer of any illegal dumping or scavenging.	✓	
General tasks for all areas. Area specific tasks noted below.	1 x per week	1 x per month
Do NOT clean personal desks or personal workspaces.		
TRASH: Empty all trash receptacles and remove trash to a collection point. Replace liners as needed (if wet/food is present). • Articles, personal items or paperwork found behind trash cans will be picked up and placed on desk or chair. Spot clean common area receptacles and thoroughly wipe down as needed. • Splashes/drips/marks on walls around trash receptacles will be cleaned. • Only broken-down boxes labeled "trash" will be removed.	✓	
Recycling receptacles: empty (reline if needed) and deposit in proper dumpster/trash bin.	✓	
Restock in all areas: paper towels, soap, hand sanitizer, air freshener dispensers. Check batteries for life and replace if needed. NOTE: Customer provides consumable supplies.	✓	
Glass: Spot clean fingerprints and smudges from entrance/perimeter glass doors/adjoining re-lights, internal door glass, partition glass, and glass walls and mirrors. Thoroughly clean both sides of entrance glass doors as needed to maintain proper appearance.	✓	
Clean/disinfect light switches, door handles/push bars, and other critical touch points.	✓	

Reception/greeting counter: Move magazines, print material, business cards, brochures in order to thoroughly clean/disinfect.	✓	
Customer waiting areas, employee gathering/meeting areas, conference rooms, etc.: Brush debris from furniture, clean tables, countertops. Properly arrange all furniture, magazines, and trash receptacles. Remove debris from planters. Throw away obvious trash, cups, newspapers, magazines. Move telephones, magazines, print material, business cards, brochures to thoroughly clean/disinfect.	✓	
Unoccupied personal office desks and cubicle desks - maintain as needed for proper appearance.	✓	
Clean/disinfect water coolers and dispensers. Use stainless steel polish on stainless water fountains. Empty catchment trays from dispensers.	✓	
Carpet Spots: JanPro will attempt to clean water-soluble spots 3" or under with water or aerosol treatment. Cleaning Specialist will advise customer if spots return or need full extraction.	✓	
Hard flooring surfaces: Thoroughly vacuum and mop. (Lift mats as needed to thoroughly access all areas.)	✓	
Carpeted areas and walk-off mats: Thoroughly vacuum all areas. (Detail/edge vacuuming and under personal desks occurs 1 x per month.)	✓	
Acrylic dividers in public and work areas: remove fingerprints and smudges.	✓	
Door frames, kickplates and thresholds: remove marks/smudges, maintain proper appearance.	✓	
Dusting Horizontal Surfaces, COMMON AREA / WORK ROOM area countertops, file cabinet tops, open shelving for décor: dust accessible areas only. Do not remove contents to dust. Do not clean contents, décor or artificial plants.	✓	
Dusting Horizontal Surfaces: PRIVATE OFFICE countertops, file cabinet tops, open shelving for décor: dust accessible areas only. Do not remove contents to dust. Do not clean contents, décor or artificial plants.	✓	
Monthly Dusting Horizontal Surfaces: Dust windowsills- LIFT BLINDS TO CLEAN WINDOW LEDGES ~ cubicle wall tops ~partition glass ledges ~fire extinguisher boxes ~picture frames ~wall hangings ~wainscoting ~chair-rails ~mirror, etc.		✓
Monthly Dusting Vertical surfaces: Maintain proper appearance of COMMON AREA accessible sides/legs/bases of furniture, tables, chairs, etc.		✓
Monthly Dusting Vertical surfaces: Maintain proper appearance of PRIVATE OFFICE accessible sides/legs/bases of furniture, tables, chairs, etc.		✓
Monthly dusting: Dust vertical surfaces of public and common doors to maintain proper appearance. Using extended wand duster, dust reachable air vents/grills, visible ledges, door and window frame tops, ceiling corners and edges. Remove cobwebs and debris from reachable wall sconces and fixtures. No ladder work for this task.		✓
Vacuum common area upholstered furniture exposed surfaces and cushion creases and gaps.		✓
Employee chairs: Dust chair bases. Full cleaning of chairs may be scheduled as a separate service.		✓
Carpeted areas: Vacuum detail accessible edges, corners and along walls. This includes under personal desks and furniture, where accessible. Do not move items along walls or under desks to vacuum.		✓
Dust accessible baseboards and heat registers (wipe if needed.)		✓
Window blinds. Dust both sides. This is not per blade dusting: is top to bottom both sides. JanPro will advise customer when blinds need ultrasonic cleaning.		Jan, April, July, Oct.
Council Room	1 x per week	1 x per month
Pertinent "General Tasks for All Areas" plus:	✓	
Table: assure surface is free of fingerprints, smudges, throw away obvious trash, rearrange phone, other articles that "live" on the table.	✓	
Chairs: brush debris from seats, observe and clean arm rests as needed, remove drips, spots, smudges, prints.	✓	
Chairs: dust bases. Full cleaning of chairs may be scheduled as a separate service.		✓
Restrooms	Each Visit	1 x per month
NOTE: Furniture such as tables, cabinets, and stools should be maintained for proper appearance. Decorative items should be moved to clean surfaces.		
Trash: empty and re-line trash/feminine hygiene receptacles. Maintain proper disinfection and appearance of receptacles.	✓	

Dispensers: Clean/disinfect. Restock paper towels, soap, toilet tissue, hand sanitizer, air freshener: Check batteries for life and replace if needed.	✓	
Floor: thoroughly vacuum/mop with disinfectant.	✓	
Touch points: clean/disinfect door handles and light switches, push plates, etc..	✓	
Sinks/drain holes, strainers, faucets, countertops, backsplashes, toilets, toilet seats and urinals: Clean/disinfect.	✓	
Mirrors: clean to maintain proper appearance. Thorough clean edge to edge as needed. DUST top of mirror.	✓	
Walls surrounding toilets and urinals: Using disinfectant, wipe wall surfaces surrounding toilets and urinals.	✓	
Partition walls and doors: Maintain proper appearance. Clean/disinfect handles, dust hinge/support hardware.	✓	
Perimeter walls: Maintain proper appearance of perimeter walls by removing paper lint, marks, smudges, fingerprints, etc.	✓	
Perimeter wall ledges (ledges half-way up walls): Dust.	✓	
If applicable: Baby changing stations: Clean/disinfect all surfaces in open and closed position.	✓	
If applicable: ADA railings and devices: Clean/disinfect.	✓	
Clean baseboards, heat registers and ledges.		✓
High dust air vents/grills, ceiling corners and edges. No ladder work for this task.		✓
Drains: Pour water or designated chemical down drains if applicable. Polish drain grill/grate.		✓
Break Room and Common Refreshment Area Specifics:	Each Visit	1 x per month
Pertinent "General Tasks for All Areas" plus:		
Clean/disinfect accessible countertops, tables, work surfaces.	✓	
Scour/scrub sinks, drains, strainers, and faucets. Customer is responsible for cleaning their own dishes and is expected to leave sink empty at the end of workday unless otherwise requested.	✓	
Clean/wipe backsplash ledge behind sink and other accessible ledges.	✓	
Maintain proper appearance of major appliances and countertop appliances. This includes coffee maker. Customer will maintain coffee pot/s.	✓	
Thoroughly clean interior of microwaves in Break Room/refreshment areas. (Cleaning does not include microwaves in personal offices/cubicles unless specified by customer.)	✓	
Spot clean fronts and handles/pulls of cabinets and drawers.	✓	
Flooring thoroughly vacuum/mop with disinfectant.	✓	
Clean accessible top of refrigerator. NOTE TO CLEANER: remind customer to remove items from top of refrigerator prior to cleaning.		1st week of month
Move/shift lightweight countertop appliances to remove debris. Do not move microwave!		1st week of month
NOTE: High shelf décor will not be removed for cleaning/dusting. This service may be scheduled as a special.		
Stairs	Each Visit	1 x per month
Police stairwells for trash, debris, and spills.	✓	
Maintain proper appearance: Spot vacuum and spot mop stairs and landings.	✓	
Thoroughly vacuum/mop stairs.	✓	
Clean/disinfect handrails and touchpoints.	✓	
Spot clean walls and door surfaces.	✓	
Detail corners and edges.		✓
Dust accessible rungs and "in between" rungs of railing. If applicable, dust accessible structural components of staircases.		✓
High dust reachable/accessible air vents, tops of doors, door frames, ledges, ceiling corners and edges.		✓
Elevator	Each Visit	1 x per month

Spot clean elevator doors facing lobby and cab interior.	✓	
Thoroughly sweep/vacuum and mop if applicable.	✓	
Clean/disinfect button panel in lobby and cab interior.	✓	
Clean/disinfect handrail and other touchpoints.	✓	
Remove loose debris from elevator track. Damp wipe to clean.		
Dust exposed surfaces of ceiling panels. No ladder work for this task. Do not remove ceiling panels, clean accessible surface only.		✓
Thoroughly clean interior hard surface walls. If upholstered, vacuum using proper attachment.		✓
Additional Notes:	Each Visit	
Note: Tools of the trade and chemicals are the property of Jan-Pro Franchisee, therefore it is not to be used during business hours by customer's staff.		
Consumable products supplied by Customer at time of proposal.	✓	
SDS sheets must be available for each chemical, and kept accessible in janitor closet or designated customer contact desk.	✓	
Maintain proper storage of chemicals (proper labeling required) and consumable supplies.	✓	
Maintain cleanliness of equipment/mop heads/vacuum filter, etc.	✓	
Assure floor is swept, tidy.	✓	
Sinks: assure mop sinks and drains are clean and drains free of debris.	✓	



PRICING AGREEMENT

Pricing is valid for 30 days from the date of proposal June 14th, 2024

Client City of Medical Lake City Hall

Service Address: 124 S Lefevre St, Medical Lake, WA 99022

Billing Address: Same

FREQUENCY per attached scope: 1 time per week (Police Office: 2 times per Month – 24 services per year)

PRICING EFFECTIVE / Anniversary Date: _____

Note: Cleaning by **SERVICE PROVIDER** will commence no less than 5 to 10 business days after signed paperwork is received by JAN-PRO Northwest office as **“Service Coordinator”**.

Customer may request

~increase in service or area at any time

~decrease in service or area after the conclusion of first 3 months

MONTHLY BILLING:

If payment by check:

JAN-PRO Northwest

104 S. Freya

Turquoise Flag Building Suite 127

Spokane, WA 99202

Accepted:

ACH, EFT, Checks, Credit Cards except American Express (For Credit cards, 3% fee added)

Note: If any information provided by Client relevant to square footage, scope or frequency of service differs from **Service Provider's** expectations or is inaccurate in any way, **Service Provider**, either itself or by and through the Company shall have the sole and exclusive right to align expectations and correct any such inaccuracies, even after this Agreement is signed, and without claim of breach by Client.

Regular service:	\$ 563.00 per month	initial
Regular Service Police Office:	\$ 81.00	initial
1 annual carpet extraction – City Hall: Per service: \$792.00 or <i>amortized over 12 months</i>	\$ 66.00 per month	initial
1 annual carpet extraction – Annex: Per service: \$432.00 or <i>amortized over 12 months</i>	\$ 36.00 per month	initial
1 annual carpet extraction – Police Office: Per service: \$90.00 or <i>amortized over 12 months</i>	\$ 8.00 per month	initial
1 annual Machine Scrub Per service: \$578.00 or <i>amortized over 12 months</i>	\$ 48.00 per month	initial
1 annual Machine Scrub Police Office Per service: \$142.00 or <i>amortized over 12 months</i>	\$ 12.00 per month	initial
1 annual Pressure Washing outside City Hall building Per service: \$650.00 or <i>amortized over 12 months</i>	\$ 55.00 per month	initial
1 annual interior/exterior glass cleaning Per service: \$ 768.00 or <i>amortized over 12 months</i>	\$ 65.00 per month	initial

NOTE: If specials beyond regular janitorial have been included in this price and contract is cancelled prior to the end of the term, full payment of all amortized services will be due for the portion of unpaid services that have been rendered. If contracted services haven't been performed, a full refund for such services will be remitted.

If construction or remodeling occurs in a location that affects the cleaning time, additional charges may apply.

PAYMENT TERMS:

NET **15 DAYS**. Billing occurs at the beginning of every month.

HOLIDAYS (days not serviced):

New Year's

Labor Day

Memorial Day

Thanksgiving

Independence Day

Christmas Day

Accounts served for between 1 & 4 days may have service scheduled on an observed holiday. Should that occur, the cleaning day will be rescheduled in advance.

By executing this Agreement, the parties agree to be bound by these terms and the conditions set forth in the accompanying Cleaning Agreement.

City of Medical Lake City Hall

JAN-PRO Cleaning & Disinfecting Service Provider

Name: _____

Name: White Rose Cleaning LLC

Signature: _____

Signature:  _____

Title: _____

Title/Business Owner

Date: _____

Date: 07.18.2024

JANPRO™
CLEANING & DISINFECTING
JANITORIAL SERVICE AGREEMENT

1. This Agreement is made with City of Medical Lake City Hall ("CLIENT"), for the purposes of outlining the general terms and conditions under which the business White Rose Cleaning LLC ("SERVICE PROVIDER") will provide services to CLIENT at the location identified in Exhibit A of this Agreement. SERVICE PROVIDER is the certified franchise business owner authorized to provide services under the JAN-PRO Cleaning & Disinfecting Brand identified on the signature line below.

 SERVICE PROVIDER has contracted with D'Sylva and Niemi Enterprises, Inc dba JAN-PRO Northwest ("Service Coordinator") to provide certain administrative and support services, including invoicing and collection for services provided by SERVICE PROVIDER, and other account coordination services.
2. Services. SERVICE PROVIDER will provide recurring services 1 time per week (Police Office: 2 times per Month – 24 services per year) as requested by CLIENT per the cleaning schedule and at the frequencies requested by CLIENT as set forth in Exhibit A. SERVICE PROVIDER may provide additional services on a per occurrence basis upon CLIENT request at rates set forth in this Agreement or otherwise negotiated between SERVICE PROVIDER and CLIENT. SERVICE PROVIDER will supervise its own personnel, and follow the reasonable and lawful cleaning requirements of CLIENT for any specific matters that need to be addressed at the cleaning site.
3. Supplies. CLIENT will provide all kitchen and/or restroom paper products, hand soap, trash can liners, and other consumables. SERVICE PROVIDER will provide all tools and equipment, as well as all chemicals, cleaning supplies and labor to perform the services requested by CLIENT.
4. Payment Terms. Client will be invoiced at the beginning of each month for the recurring janitorial services, with payment terms: NET 15 days. All additional services are invoiced as incurred, with payment terms: NET 15 days. A finance charge of 1.5% per month (minimum \$15.00) will be assessed on all delinquent accounts over 60 days. SERVICE PROVIDER hereby directs that CLIENT pay invoices for services delivered by SERVICE PROVIDER to Service Coordinator.
5. Service Excellence. SERVICE PROVIDER has contracted with Service Coordinator to facilitate communication of service-related issues to SERVICE PROVIDER, and Service Coordinator also monitors service-related issues for the purpose of ensuring protection of the JAN-PRO Cleaning & Disinfecting brand and adherence to brand standards for use of the brand.
6. Term of Agreement. This Agreement begins on the first date of service _____ (anniversary date) specified in Exhibit A and continues for a period of one year. This Agreement automatically renews for a period of one year at the end of the first year, unless either party gives written notice of non-renewal at least 30 days before the expiration date. Should CLIENT move to a new location where janitorial service is NOT a part of their lease, SERVICE PROVIDER will continue service under new billing amount reflective of the new space. Original anniversary date will remain the same, unless provisions in paragraph 14 apply. (SEE TEMPORARY SUSPENSION paragraph 14.).
EXCEPTION: Should CLIENT lose its lease and move to a new location where janitorial service is part of their new lease, SERVICE PROVIDER and will release CLIENT from its current agreement with no penalty. 30-day notice to Service Provider and Service Coordinator by CLIENT is required for the no-penalty release to be honored.

If this agreement is terminated by CLIENT prior to the anniversary date for any reason other than documented quality of service reasons which are not cured as set forth above, CLIENT will pay to Service Coordinator as liquidated damages and not as penalty, the average invoice total multiplied by the number of months remaining in the unexpired term. CLIENT shall also be responsible for any unpaid charges on CLIENT'S account prior to termination. All written notices must be received by Service Coordinator 30 days in advance via certified mail or email.

7. RATES: Rates for Services will be fixed for the first twelve (12) months of this Agreement. Thereafter, on each **anniversary date**, **regular service rates** will be increased **3 %**. **Amortized/built-in additional services** may also have increases, to be notified to CLIENT prior to scheduling service.
8. Termination and Transfer of Service.

➤ This Agreement may be terminated by **CLIENT** only for non-performance of services or inappropriate behavior of **SERVICE PROVIDER** while on premises (ie. consuming customer food, beverage or candy, or using customer furniture for other than brief rest.) **CLIENT** must provide written notice specifying in detail the nature of any non-performance. **SERVICE PROVIDER** will have 5 working days to cure a specific issue or 2 days to cure a claim of general non-performance. If **SERVICE PROVIDER** is unable to cure, **CLIENT** may request in writing to **Service Coordinator** (with a copy to **SERVICE PROVIDER**) that the **Service Coordinator** find a replacement **SERVICE PROVIDER**. **Service Coordinator** will work with **SERVICE PROVIDER** and **CLIENT** to transfer the account to a new Service Provider.

➤ If despite these efforts, **CLIENT** elects to terminate for non-performance, **CLIENT** will notify the **SERVICE PROVIDER** and the **Service Coordinator** in writing, and this Agreement will terminate 30 days after the date of the notice. If **SERVICE PROVIDER** and/or Client desire to transfer service to a replacement Service Provider (even where there is no uncured non-performance), **Service Coordinator** will work with **SERVICE PROVIDER** and **CLIENT** to transfer the account to a new Service Provider. If accepted by **CLIENT**, **Service Coordinator** may charge **SERVICE PROVIDER** a fee for transfer services. All written notices must be timely by certified mail, or email. If **SERVICE PROVIDER** ceases performing services under the account for 7 days, or otherwise abandons the account, such action will be deemed a request by **SERVICE PROVIDER** to transfer the account to a new Service Provider without compensation to the current **SERVICE PROVIDER**.

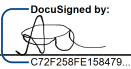
➤ This Agreement may also be transferred to a new Service Provider upon request of the current **SERVICE PROVIDER**. Upon that request, Service Coordinator will provide notice to the **CLIENT** and facilitate the assignment of the Agreement to a new **SERVICE PROVIDER**.
9. Solicitation. **CLIENT** agrees that during the term of this Agreement and for 90 days after the termination of this Agreement, Client will not solicit for services or employment (whether directly or indirectly) any **SERVICE PROVIDER** owner or employee of **SERVICE PROVIDER** who provided services to Client hereunder or any employee of **Service Coordinator**, unless services are provided under the JAN-PRO Cleaning & Disinfecting brand.
10. Payment Default. If **CLIENT** fails to make payment under this Agreement, the **Service Coordinator** will provide written notice of delinquency to **CLIENT**, and **CLIENT** shall have 10 days from the date of such notice to remit all outstanding balances, after which time, the **SERVICE PROVIDER** may suspend or terminate services for non-payment without further notice. Suspension or termination on such grounds shall not relieve **CLIENT** of its obligation to pay for services rendered up to and including the date of suspension or termination. If **CLIENT** breaches this Agreement by non-payment, **CLIENT** shall be responsible for reimbursing **SERVICE PROVIDER** for all costs of enforcing **CLIENT's** obligations hereunder, including without limitation, lost profits and/or revenues, costs and expenses of collection, reasonable attorney fees, paralegal fees, and collection agency fees, if any. **SERVICE PROVIDER** may contract with **Service Coordinator** to provide collection services, the fees for which **CLIENT** will be responsible for as set forth above.
11. Holidays. **CLIENT** agrees that it will not require services of **SERVICE PROVIDER** on certain federally recognized holidays: New Year's Day, Memorial Day, Fourth of July, Labor Day, Thanksgiving, and Christmas; *provided however*, that if **CLIENT** requests **SERVICE PROVIDER** to provide services on such holidays, **SERVICE PROVIDER** has the sole discretion as to whether **SERVICE PROVIDER** and/or its employees will provide services on such holidays or an alternate day, without any claim of breach hereunder if **SERVICE PROVIDER** declines. **SERVICE PROVIDER** may require an additional fee to provide services on such holidays.
12. Insurance. **CLIENT'S** insurance requirements shall be satisfied by way of **SERVICE PROVIDER** maintaining commercial general liability insurance of \$1,000,000 per occurrence, \$2,000,000 in the aggregate, workers' compensation insurance of \$1,000,000, and janitorial bonding of \$50,000.
13. Limitation of Damages. In no event shall either party, or its directors, employees, partners, agents, suppliers, franchisor or affiliates, be liable for any indirect, incidental, special, consequential or punitive damages, including without limitation, loss of profits, data, use, goodwill, or other intangible losses, resulting from the services provided or

conduct of **SERVICE PROVIDER**. IN NO EVENT SHALL THE AGGREGATE LIABILITY OF **SERVICE PROVIDER**, ARISING OUT OF OR RELATING TO THE CLIENT'S RECEIPT OF THE SERVICES TO BE PROVIDED HEREIN EXCEED ANY COMPENSATION CLIENT PAID TO **SERVICE PROVIDER** (OR ITS DESIGNEE – INCLUDING **Service Coordinator**) FOR PROVIDING THE SERVICES DESCRIBED HEREIN DURING THE 12 MONTHS PRECEDING THE EVENT GIVING RISE TO A CLAIM.

14. Choice of Law. **CLIENT** and **SERVICE PROVIDER** mutually agree that this Agreement shall be interpreted under the laws of the State of Washington and that any civil action regarding this Agreement (be it filed by **CLIENT** or **SERVICE PROVIDER**) shall only be filed in the District or Circuit Courts of Spokane, WA.
15. TEMPORARY SUSPENSION: When **SERVICE PROVIDER** or **SERVICE COORDINATOR** is notified of a pending closure, **SERVICE PROVIDER** will cease cleaning **CLIENT** until a designated future return date not to exceed 6 months. The number of months not served will be added to the **anniversary date**. i.e.: if **anniversary** is January 1 and service is suspended for 3 months, your new **anniversary date** will be April 1. Note: closure must be a minimum of 2 weeks and not to extend past 6 months. If, service is not restored within 6 months, full payment of months not served will be billed.
16. ASSUMABLE TERMS: Unless agreed upon in writing by both parties, this contract is not assumable if property is sold or transfers to new property manager.
17. Entire Agreement. **SERVICE PROVIDER** and **CLIENT** agree that this Agreement constitutes the full, complete, and entire understanding and agreement among them concerning their obligations and related matters discussed herein, and supersedes any and all prior negotiations, understandings or agreements. Except as otherwise specifically provided herein, any and all prior understandings and agreements between **SERVICE PROVIDER** and **CLIENT**, with respect to the subject matter of this Agreement, are merged into this Agreement.

CLIENT and **SERVICE PROVIDER** agree to the terms of this Janitorial Service Agreement.

SIGNED AND AGREED TO BY:

City of Medical Lake City Hall	SERVICE PROVIDER Business Name: White Rose Cleaning LLC
Printed Name _____	Printed Name__ Tatiana Ashikhmina_____
Signature: _____	Signature:____  _____ <small>C72F258FE158479...</small>
Title: _____	Title:____ Owner_____
Date: _____	Date: _____ 07.18.2024_____
Address for Notices if different from service address:	Address for Notices: JAN-PRO Northwest 104 S. Freya, Turquoise Flag Building Suite 127 Spokane, WA 99202

END PROPOSAL

How may we help you?

Alex Botezatu 509-979-6763
Alex.Botezatu@JAN-PRO.com



**CITY OF MEDICAL LAKE
SPOKANE COUNTY, WASHINGTON
RESOLUTION NO. 24-699**

**A RESOLUTION OF THE CITY OF MEDICAL LAKE APPROVING A
WASHINGTON STATE RECREATION AND CONSERVATION OFFICE
APPLICANT AUTHORIZATION AND ELECTRONIC SIGNATURE
RESOLUTION**

WHEREAS, the City of Medical Lake (“City”) sought a grant from the Washington State Recreation and Conservation Office (“RCO”) to replace lighting at both baseball fields located at Waterfront Park; and

WHEREAS, RCO seeks authorization from the City for designated signatories and authorized representatives to administer the RCO grant pursuant to a Local Park Maintenance Program Applicant Authorization and Electronic Signature resolution (“Authorizing Resolution”); and

WHEREAS, City Staff recommends the City approve the Authorizing Resolution.

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

Section 1. Approval of Authorization. The Council hereby approves the Authorizing Resolution in the form attached to this Resolution as Exhibit “A” and by reference incorporated herein.

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

Section 3. Severability. If any section, sentence, clause, or phrase of this Resolution should be held to be invalid or unconstitutional by a court of competent jurisdiction, such invalidity or unconstitutionality shall not affect the validity or constitutionality of any other section, sentence, clause, or phrase of this Resolution.

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

ADOPTED this 6th day of August, 2024.

Mayor, Terri Cooper

Attest:

Approved as to Form:

Koss Ronholt, City Clerk

City Attorney, Sean P. Boutz



Applicant Resolution/Authorization

Organization Name (sponsor) _____

Resolution No. or Document Name _____

Project(s) Number(s), and Name(s) _____

This resolution/authorization authorizes the person(s) identified below (in Section 2) to act as the authorized representative/agent on behalf of our organization and to legally bind our organization with respect to the above Project(s) for which we seek grant funding assistance managed through the Recreation and Conservation Office (Office).

WHEREAS, grant assistance is requested by our organization to aid in financing the cost of the Project(s) referenced above;

NOW, THEREFORE, BE IT RESOLVED that:

1. Our organization has applied for or intends to apply for funding assistance managed by the Office for the above "Project(s)."
2. Our organization authorizes the following persons or persons holding specified titles/positions (and subsequent holders of those titles/positions) to execute the following documents binding our organization on the above projects:

Grant Document	Name of Signatory or Title of Person Authorized to Sign
Grant application (submission thereof)	
Project contact (day-to-day administering of the grant and communicating with the RCO)	
RCO Grant Agreement (Agreement)	
Agreement amendments	
Authorizing property and real estate documents (Notice of Grant, Deed of Right or Assignment of Rights if applicable). These are items that are typical recorded on the property with the county.	

The above persons are considered an "authorized representative(s)/agent(s)" for purposes of the documents indicated. Our organization shall comply with a request from the RCO to provide documentation of persons who may be authorized to execute documents related to the grant.

3. Our organization has reviewed the sample RCO Grant Agreement on the Recreation and Conservation Office's WEB SITE at: <https://rco.wa.gov/wp-content/uploads/2019/06/SampleProjAgreement.pdf>. We understand and acknowledge that if offered an agreement to sign in the future, it will contain an indemnification and legal venue stipulation and other terms and conditions substantially in the form contained in the sample Agreement and that such terms and conditions of any signed Agreement shall be legally binding on the sponsor if our representative/agent enters into an Agreement on our behalf. The Office reserves the right to revise the Agreement prior to execution.
4. Our organization acknowledges and warrants, after conferring with its legal counsel, that its authorized representative(s)/agent(s) have full legal authority to act and sign on behalf of the organization for their assigned role/document.
5. Grant assistance is contingent on a signed Agreement. Entering into any Agreement with the Office is purely voluntary on our part.
6. Our organization understands that grant policies and requirements vary depending on the grant program applied to, the grant program and source of funding in the Agreement, the characteristics of the project, and the characteristics of our organization.
7. Our organization further understands that prior to our authorized representative(s)/agent(s) executing any of the documents listed above, the RCO may make revisions to its sample Agreement and that such revisions could include the indemnification and the legal venue stipulation. Our organization accepts the legal obligation that we shall, prior to execution of the Agreement(s), confer with our authorized representative(s)/agent(s) as to any revisions to the project Agreement from that of the sample Agreement. We also acknowledge and accept that if our authorized representative(s)/agent(s) executes the Agreement(s) with any such revisions, all terms and conditions of the executed Agreement shall be conclusively deemed to be executed with our authorization.
8. Any grant assistance received will be used for only direct eligible and allowable costs that are reasonable and necessary to implement the project(s) referenced above.
9. [for Recreation and Conservation Funding Board Grant Programs Only] If match is required for the grant, we understand our organization must certify the availability of match at least one month before funding approval. In addition, our organization understands it is responsible for supporting all non-cash matching share commitments to this project should they not materialize.
10. Our organization acknowledges that if it receives grant funds managed by the Office, the Office will pay us on only a reimbursement basis. We understand reimbursement basis means that we will only request payment from the Office after we incur grant eligible and allowable costs and pay them. The Office may also determine an amount of retainage and hold that amount until all project deliverables, grant reports, or other responsibilities are complete.
11. **[for Acquisition Projects Only]** Our organization acknowledges that any property acquired with grant assistance must be dedicated for the purposes of the grant in perpetuity unless otherwise agreed to in writing by our organization and the Office. We agree to dedicate the property in a signed "Deed of Right" for fee acquisitions, or an "Assignment of Rights" for other than fee acquisitions (which documents will be based upon the Office's standard versions of those documents), to be recorded on the title of the property with the county auditor. Our organization acknowledges that any property

acquired in fee title must be immediately made available to the public unless otherwise provided for in policy, the Agreement, or authorized in writing by the Office Director.

12. **[for Development, Renovation, Enhancement, and Restoration Projects Only–If our organization owns the project property]** Our organization acknowledges that any property owned by our organization that is developed, renovated, enhanced, or restored with grant assistance must be dedicated for the purpose of the grant in perpetuity unless otherwise allowed by grant program policy, or Office in writing and per the Agreement or an amendment thereto.
13. **[for Development, Renovation, Enhancement, and Restoration Projects Only–If your organization DOES NOT own the property]** Our organization acknowledges that any property not owned by our organization that is developed, renovated, enhanced, or restored with grant assistance must be dedicated for the purpose of the grant as required by grant program policies unless otherwise provided for per the Agreement or an amendment thereto.
14. **[Only for Projects located in Water Resources Inventory Areas 1-19 that are applying for funds from the Critical Habitat, Natural Areas, State Lands Restoration and Enhancement, Riparian Protection, or Urban Wildlife Habitat grant categories; Aquatic Lands Enhancement Account; or the Puget Sound Acquisition and Restoration program, or a Salmon Recovery Funding Board approved grant]** Our organization certifies the following: the Project does not conflict with the Puget Sound Action Agenda developed by the Puget Sound Partnership under RCW 90.71.310.
15. This resolution/authorization is deemed to be part of the formal grant application to the Office.
16. Our organization warrants and certifies that this resolution/authorization was properly and lawfully adopted following the requirements of our organization and applicable laws and policies and that our organization has full legal authority to commit our organization to the warranties, certifications, promises and obligations set forth herein.

This resolution/authorization is signed and approved on behalf of the resolving body of our organization by the following authorized member(s):

Signed _____

Title _____ Date _____

On File at: _____

This Applicant Resolution/Authorization was adopted by our organization during the meeting held:
(Local Governments and Nonprofit Organizations Only):

Location: _____ Date: _____

Washington State Attorney General's Office

Approved as to form Brian Toller 2/13/2020
Assistant Attorney General Date

You may reproduce the above language in your own format; however, text may not change.

**CITY OF MEDICAL LAKE
SPOKANE COUNTY, WASHINGTON
RESOLUTION NO. 24-700**

**A RESOLUTION OF THE CITY OF MEDICAL LAKE APPROVING AN
AGREEMENT BETWEEN THE CITY OF MEDICAL LAKE AND E & H
ENGINEERING, INC.**

WHEREAS, the City of Medical Lake (“City”) and E & H Engineering, Inc. (“E&H”) previously entered into an Agreement for Engineering Services; and

WHEREAS, the City requires the services of E&H for the City’s Storm Water Mitigation project in the City (“Project”); and

WHEREAS, the parties are desirous of entering into an agreement that sets forth the terms and conditions for E&H to perform the particular services for the Project (“Agreement”).

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

Section 1. Approval. The City Council hereby approves of the Agreement between the City and E&H as set forth in the attached Exhibit A, which is incorporated herein.

Section 2. Severability. If any section, sentence, clause, or phrase of this Resolution should be held to be invalid or unconstitutional by a court of competent jurisdiction, such invalidity or unconstitutionality shall not affect the validity or constitutionality of any other section, sentence, clause or phrase of this Resolution.

Section 3. Effective Date. This Resolution shall be effective immediately upon passage by the City of Medical Lake City Council.

ADOPTED this 6th day of August, 2024.

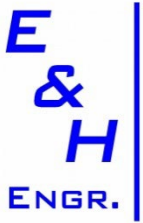
Terri Cooper, Mayor

Attest:

Approved as to Form:

Koss Ronholt, City Clerk

Sean P. Boutz, City Attorney



July 9, 2024

Mayor Cooper & City Council
c/o Sonny Weathers, City Administrator
City of Medical Lake
PO Box 369
Medical Lake, WA 99022

Re: Medical Lake Storm Water Mitigation
Professional Services Agreement

Dear Mayor & Council,

Transmitted herewith is the consultant agreement for professional services for your Storm Water Mitigation Project, Dept. of Commerce Project #: 24-96647-169. This agreement is an all-encompassing agreement for the project. The agreement amount matches that outlined in the project budget indicated in the funding application.

We have spoken with Dylan Godsey, your Washington State Dept. of Commerce Specialist, and he is prepared to execute the Contract with the City as soon as Governor's Executive Order 21-02 requirements are complete. Upon execution of the attached agreement, we will proceed with completing those requirements, which includes a 30-day waiting period for Tribal responses.

It is our intent to attempt to incorporate treatment BMPs for the 6PPD and 6PPD-quinone (6PPD-q) constituents (preservative in tire rubber). The Dept. of Ecology (DOE) is currently conducting research studies on treatment BMPs, and our hope is that recommendations from DOE will be made for effective BMPs, which we will incorporate into the design of the new treatment facilities. If the timing is right, Medical Lake could be the first Local Agency to provide a targeted treatment of 6PPD-q.

All items appear to be in order, and we look forward to a successful storm water mitigation project. Please contact us should questions or concerns arise.

Sincerely,

A handwritten signature in black ink, reading 'Thomas P. Haggarty'.

Thomas P. Haggarty, P.E.
Principal, City Engineer

Encl: Storm Water Mitigation Project Consultant Agreement

AGREEMENT BETWEEN
THE CITY OF MEDICAL LAKE, WASHINGTON
AND
E&H ENGINEERING, INC.
FOR
MEDICAL LAKE STORM WATER MITIGATION (MEDICAL LAKE)
WASHINGTON STATE DEPT. OF COMMERCE CONTRACT #: 24-96647-169

THIS AGREEMENT is made and entered into between the CITY OF MEDICAL LAKE, WASHINGTON and E&H ENGINEERING, INC.

WHEREAS, the parties entered into an agreement for Engineering services for the City of Medical Lake, Washington dated March 21, 2023; and

WHEREAS, work is requested by the City to perform Governor's Executive Order 21-02, geotechnical testing, survey, treatment area calculations and sizing required, determination of easement area, easement acquisition & Auditor's Office filing, full design, specifications, Washington State Dept. of Ecology (DOE) Approval & Permitting, bidding, coordination, contract administration, construction surveying, construction engineering, inspection, testing, & project close out duties related to Washington State Legislative Direct Appropriations Contract 24-96647-169 administered through the Washington State Dept. of Commerce (DOC) to add Treatment and Flow Control to various storm water discharges into Medical Lake.

Deliverables (All Encompassing Project Delivery)

Design Phase

- Site survey, topographical mapping, 3D surface creation.
- Dept. of Archaeology and Historic Preservation (DAHP) approval of Governor's Executive Order 21-02 including Tribal consultation, CRA if required, and Inadvertent Discovery Plan (IDP).
- Geotechnical site investigations & testing including infiltration and soil uptake properties for treatment.
- Treatment area sizing & required easement acquisitions, easement documents & recording.
- Full and complete design drawings, specifications, and TESC plan with all applicable DOE requirements due to funding.
- DOE approvals & permitting including JARPA, HPA, DOE review & comments, 6PPD-q possibilities for treatment and implementation if BMPs are available.
- Bid Opening, Bidding Notification Letters, and Recommendation of Award of Contract.
- Assistance with Reimbursement Requests to DOC.
- DOC Approval to Award Contract
- Award of Contract

Construction Phase

- Construction Administration including Submittals, Preconstruction Meeting, SPCC Plan, and TESC Plan implementation.
- Construction Inspection & Testing
- Amended Soil & Infiltration Testing
- Contractor Pay Estimates
- Reimbursement request assistance to DOC as needed.
- Project Close Out & Notice of Completion of Public Works Project

- Release of Retainage
- As-Built Drawings
- DOC Project Close Out

Design Fee Proposal

We propose to complete the Design Phase through to Award of Construction Contract for a lump sum amount of \$110,000.00. A breakdown of those lump sum costs are as follows:

- GEO21-02 Complete	\$8,000.00
-Site Survey, Topographical Mapping (Landtek)	\$12,000.00
-Geotechnical Testing & Investigations (Budinger & Assoc.)	\$22,000.00
-Area of Influence Stormwater Collection Basin Areas	\$10,000.00
-Treatment Area Sizing & Easement Dimensions	\$5,000.00
-Easement Negotiations, Exhibits, & Legals	\$8,000.00
-Design & Preparation of 90% Drawings & Specs. w/ Budinger	\$30,000.00
-DOE Approvals, JARPA, HPA, TESC, SEPA	\$10,000.00
-100% Bid Issue Set of Drawings & Specifications	\$3,000.00
-Printing, Bid Process, & Award of Contract	<u>\$2,000.00</u>
	\$110,000.00

Design Phase Completion Date: 12/31/25

Construction Fee Proposal

We propose to complete all construction phase services and deliverables on a time and expense basis with a not-to-exceed budget amount of \$90,000.00.

<u>Service</u>	<u>Rate/Hr.</u>
Senior Principal Civil Engineer, P.E.	\$140.00
Principal Civil Engineer, P.E.	\$128.00
Design Engineer	\$110.00
Const. Manager/Inspector	\$96.00
Const. Inspector	\$85.00
Federal Mileage Rate	\$0.67

Approximate Subconsultant fees:

Surveying - \$15,000.00

Const. Materials Testing - \$20,000.00

Amounts billed are from actual hours worked including from subconsultants.

Construction Phase Completion Date Estimated to be 06/30/26 (release of retainage)

Timing

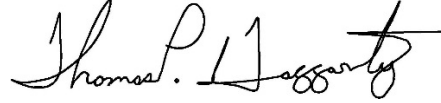
It is intended that the project have a DAHP determination by the end of July, then notification to Tribes and responses received by September 1st. Once GEO21-02 is complete and approved by DOC, Geotech work (ground disturbing activities) can begin for infiltration testing and soil properties. We expect to receive the survey and Geotech report in October and have 90% drawings and specs. along with all easement acquisitions by April 1, 2025. We anticipate permits and DOE approval to take about 3 months, which would put construction at about this time next year. Construction would then be mostly complete within 3 months with retainage and contract close out occurring in Spring of 2026.

WHEREAS, the amount of this agreement is not to exceed \$200,000.00 without prior approval.

DATED this _____ day of July, 2024.

CITY OF MEDICAL LAKE

E&H ENGINEERING

A handwritten signature in black ink, appearing to read "Thomas P. Haggarty", written over a horizontal line.

By: Terri Cooper, Mayor

By: Thomas P. Haggarty, P.E., Principal

ATTEST:

By: Sonny Weathers, City Administrator

**CITY OF MEDICAL LAKE
SPOKANE COUNTY, WASHINGTON
RESOLUTION NO. 24-701**

**A RESOLUTION OF THE CITY OF MEDICAL LAKE APPROVING AN
INTERAGENCY REIMBURSEMENT AGREEMENT BETWEEN THE CITY OF
MEDICAL LAKE AND WASHINGTON STATE ADMINISTRATIVE OFFICE
OF THE COURTS**

WHEREAS, the Washington State Administrative Office of the Courts (“AOC”) seeks to reimburse the City of Medical Lake, through the Medical Lake Municipal Court, for the extraordinary costs of resentencing and vacating criminal sentences as required by the *State v. Blake* case; and

WHEREAS, the purpose of the Interagency Reimbursement Agreement Between Washington State Administrative Office of the Courts and Medical Lake Municipal Courts (“Agreement”) is to reimburse those extraordinary judicial, prosecutorial, and/or defense-related costs of resentencing and vacating sentences of individuals whose convictions or sentences are affected by the *State v. Blake* decision; and

WHEREAS, the City Council previously passed Resolution No. 23-606 approving a similar agreement for the period between July 1, 2023 and June 30, 2024; and

WHEREAS, the parties are desirous of entering into another agreement, which the Agreement contains all of the specific terms and conditions agreed upon by the parties.

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

Section 1. Approval. The City Council hereby approves of the Agreement between the City of Medical Lake and AOC, as set forth in the attached Exhibit A, which is incorporated herein.

Section 2. Severability. If any section, sentence, clause, or phrase of this resolution should be held to be invalid or unconstitutional by a court of competent jurisdiction, such invalidity or unconstitutionality shall not affect the validity or constitutionality of any other section, sentence, clause or phrase of this resolution.

Section 3. Effective Date. This Resolution shall be effective immediately upon passage by the City of Medical Lake City Council.

ADOPTED this _____ day of August, 2024.

Terri Cooper, Mayor

Attest:

Approved as to Form:

Koss Ronholt, City Clerk

Sean P. Boutz, City Attorney

INTERAGENCY REIMBURSEMENT AGREEMENT - IAA25260
BETWEEN
WASHINGTON STATE ADMINISTRATIVE OFFICE OF THE COURTS
AND
MEDICAL LAKE MUNICIPAL COURT

This Interagency Reimbursement Agreement ("Agreement") is entered into by and between Washington State Administrative Office of the Courts ("AOC") and Medical Lake Municipal Court ("Jurisdiction") to reimburse extraordinary costs of resentencing and vacating sentences as required by *State v. Blake* ("*Blake*"). AOC and Jurisdiction will be known individually as *Party* and collectively as *Parties*.

I. PURPOSE

The purpose of this Agreement is to reimburse the extraordinary judicial, prosecutorial, clerk, court administration and/or defense-related costs of resentencing and vacating the sentences of individuals whose convictions or sentences are affected by the *Blake* decision. For Municipalities and Counties, this will include language Engrossed Substitute Senate Bill 5187, Section 114(3) passed by the 2023 Legislature, which includes simple drug possession, to include cannabis and possession of paraphernalia.

II. REIMBURSEMENT

- A. Extraordinary Expenses Reimbursement. AOC shall reimburse Jurisdiction up to a maximum of \$3,137 for the extraordinary judicial, clerk, court administration, prosecutorial, and/or defense-related costs of resentencing and vacating the sentences of individuals whose convictions and/or sentences are affected by the *Blake* decision. For Municipalities this will include language from the Engrossed Substitute Senate Bill 5187, Section 114(13), passed by the 2023 Legislature, which includes simple drug possession to include cannabis and possession of paraphernalia.

To be eligible for reimbursement, the Costs must be incurred between July 1, 2024 and June 30, 2025. AOC will not reimburse Jurisdiction Costs incurred after June 30, 2025. AOC may, at its sole discretion, deny reimbursement requests in excess of the amount awarded. If additional funding is or becomes available for these purposes, AOC and Jurisdiction may mutually agree to increase the amount awarded under this Agreement.

- B. General. AOC shall reimburse Jurisdiction for approved and completed reimbursements by warrant or electronic funds transfer within 30 days of receiving a properly completed A-19 invoice and the necessary backup documentation.

III. PERIOD OF PERFORMANCE

Performance under this Agreement begins on July 1, 2024, regardless of date of execution, and ends on June 30, 2025. The period of performance maybe amended by mutual agreement of the Parties.

IV. TERMS OF REIMBURSEMENT

- A. Jurisdiction shall electronically submit, once per month, it's A-19 invoices to payables@courts.wa.gov.
- B. Jurisdiction's A-19 invoices must include:
 - 1. Payment documents from Jurisdiction indicating the amounts expended, the recipients, and the date of expenditure;
 - 2. A list of any case numbers associated with the services provided;
 - 3. A breakdown of expenses by judicial, clerk/court administration, prosecutorial, and defense-related costs;
 - 4. Any employee positions supported by Blake related funds, broken down by judicial, clerk/court administration, prosecutorial, and defense-related positions, including name of employee, title, hourly wage of the individual, time spent on *Blake*-related cases and a list of corresponding cause numbers;
 - 5. The unique three-digit court code for the Jurisdiction the work was completed on behalf of must be provided on the A-19. If a Jurisdiction contracts with another jurisdiction to provide court services, then the unique court code for the jurisdiction for which the work was completed must be provided; and,
 - 6. Data, including case numbers and aggregate data on the number and type of cases:
 - a. Vacated under *Blake*;
 - b. Resentenced under *Blake*; and
 - c. Being worked on under *Blake*.

V. REVENUE SHARING

- A. AOC, in its sole discretion, may initiate revenue sharing. AOC will notify the Jurisdiction no later than May 1, 2025 that AOC intends to reallocate funding among courts in the program and/or to support the Supreme Court's directive for an AOC case vacating team. If AOC determines the Jurisdiction may not spend all monies available under the Agreement or if Jurisdiction declines and/or elects not to participate in the vacating of Blake eligible cases, AOC may reduce the Agreement amount as mentioned above. If AOC determines the Jurisdiction may spend more monies than available under the Agreement and for its scope, AOC may increase the Agreement amount.
- B. If the AOC initiates revenue sharing, then the Jurisdiction must submit the final revenue sharing A-19 to payables@courts.wa.gov between July 12, 2025 and August 1, 2025.

VI. AGREEMENT ALTERATIONS AND AMENDMENTS

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

VII. GOVERNANCE

- A. This Agreement is entered into pursuant to and under the authority granted by the laws of the state of Washington and any applicable federal laws. The provisions of this Agreement must be construed to conform to those laws.
- B. In the event of an inconsistency in the terms of this Agreement, or between its terms and any applicable statute or rule, the inconsistency will be resolved by giving precedence in the following order:
 - 1. Applicable state and federal statutes and rules;
 - 2. This Agreement; and then
 - 3. Any other provisions of the Agreement, including materials incorporated by reference.

VIII. WAIVER

A failure by either Party to exercise its rights under this Agreement does not preclude that Party from subsequent exercise of such rights and is not a waiver of any other rights under this Agreement unless stated to be such in a writing signed by an authorized representative of the Party and attached to the original Agreement.

IX. SEVERABILITY

If any provision of this Agreement, or any provision of any document incorporated by reference is held invalid, such invalidity does not affect the other provisions of this Agreement that can be given effect without the invalid provision and to this end the provisions of this Agreement are declared to be severable.

X. AGREEMENT MANAGEMENT

The Program Managers/Point of Contacts noted below are responsible for and are the contact people for all communications and billings regarding the performance of this Agreement:

AOC Program Manager	Jurisdiction Program Manager/ Point of Contact
<p>Sharon Fogo</p> <p>Blake Implementation Manager</p> <p>PO Box 41170</p> <p>Olympia, WA 98504-1170</p> <p>Sharon.Fogo@courts.wa.gov</p> <p>(360) 819-7305</p>	<p>April Bassen</p> <p>Court Administrator</p> <p>611 2nd St.</p> <p>Cheney, WA 99004</p> <p>abassen@cityofcheney.org</p> <p>509-498-9232</p>

XI. ENTIRE AGREEMENT

This Agreement contains all the terms and conditions agreed upon by the Parties. No other understandings, oral or otherwise, regarding the subject matter of this Agreement are considered to exist or to bind any of the Parties to this agreement unless otherwise stated in this Agreement.

AGREED:

**Washington State Administrative
Office of the Courts**

Jurisdiction

Signature

Date

Signature

Date

Christopher Stanley, CGFM

Sonny Weathers

Name

Name

**Chief Financial and Management
Officer**

Title

**CITY OF MEDICAL LAKE
SPOKANE COUNTY, WASHINGTON
RESOLUTION NO. 24-702**

**A RESOLUTION OF THE CITY OF MEDICAL LAKE APPROVING AN
AMENDMENT TO AGREEMENT NO. 22ARP1189 BETWEEN SPOKANE
COUNTY AND CITY OF MEDICAL LAKE IN CONJUNCTION WITH THE
AMERICAN RESCUE PLAN, CORONAVIRUS STATE AND LOCAL FISCAL
RECOVERY FUNDS AWARD**

WHEREAS, in May 2023, the City Council approved Resolution No. 23-595 approving Agreement No. 22ARP1189 between Spokane County and City of Medical Lake in Conjunction with the American Rescue Plan, Coronavirus State and Local Fiscal Recovery Funds Awards (“Agreement”); and

WHEREAS, under the Agreement, the City of Medical Lake (“City”) is eligible to receive certain funding for projects within the City; and

WHEREAS, the City and Spokane County are desirous of amending the Agreement to, among other things, extend the term of the Agreement until December 31, 2026 (“Amendment”); and

WHEREAS, the Amendment set forth in Exhibit A hereto contains the specific terms and conditions of the Amendment.

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

Section 1. Approval of Agreement. The Council hereby approves the Amendment in the form attached to this Resolution as Exhibit “A” and by reference incorporated herein.

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

Section 3. Severability. If any section, sentence, clause, or phrase of this Resolution should be held to be invalid or unconstitutional by a court of competent jurisdiction, such invalidity or unconstitutionality shall not affect the validity or constitutionality of any other section, sentence, clause, or phrase of this Resolution.

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

ADOPTED this 6th day of August, 2024.

Mayor, Terri Cooper


Attest:

Approved as to Form:

Koss Ronholt, City Clerk

City Attorney, Sean P. Boutz

**AMENDMENT A TO THE AGREEMENT NO. 22ARP1189 BETWEEN SPOKANE COUNTY AND
CITY OF MEDICAL LAKE IN CONJUNCTION WITH THE AMERICAN RESCUE PLAN,
CORONAVIRUS STATE AND LOCAL FISCAL RECOVERY FUNDS AWARD**

1. Contracted Firm City of Medical Lake 124 S. Lefevre Medical Lake, WA 99022		2. Award Amount (up to) \$495,000.00	3. Tax ID# 91-6001460
4. Contracted Firm Representative Sonny Weathers, City Administrator 124 S. Lefevre POB 369 Medical Lake, WA 99022 509-565-5050 sweathers@medical-lake.org		5. Spokane County Program / Contract Manager Heather Arnold, Grants Administrator Spokane County 1116 West Broadway. Spokane, WA 99260 509-477-7272 harnold@spokanecounty.org	
6. UEI # X1SVCT87AYS1		7. Start Date 11/1/2022	8. End Date 12/31/2026
9. CFDA # 21.027 – Coronavirus State and Local Fiscal Recovery Funds		10. Federal Agency: U.S. Department of Treasury	
11. Contract Number and Purchasing No 22ARP1189 and P5001			
12. Contract Purpose & Description: The American Rescue Plan (ARP) /Coronavirus State and Local Fiscal Recovery Funds (SLFRF) requires that the payments from the Coronavirus State and Local Fiscal Recovery Funds be used to cover expenses: (1) that respond to the COVID-19 public health emergency or its' negative economic impacts, including assistance to households, small businesses, and nonprofits, or aid to impacted industries such as tourism, travel, and hospitality; (2) that respond to workers performing essential work during the COVID-19 public health emergency by providing premium pay to eligible workers; (3) for the provision of government services to the extent of the reduction in revenue due to the COVID-19 public health emergency relative to revenues collected in the most recent fiscal year prior to the emergency; and (4) that make necessary investments in water, sewer, or broadband infrastructure.			
13. IN WITNESS WHEREOF SPOKANE COUNTY and the CITY OF MEDICAL LAKE acknowledge and accept the terms of this Agreement, including all referenced Exhibits and Attachments which are hereby incorporated in and made a part hereof, and have executed this Agreement as of the date below. This Agreement Face Sheet; Statement of Work (Exhibit A); Budget (Exhibit B); and all other documents, exhibits and attachments expressly referenced and incorporated herein contain all the terms and conditions agreed upon by the parties and govern the rights and obligations of the parties to this Agreement. No other understandings, oral or otherwise, regarding the subject matter of this Agreement shall be deemed to exist or to bind any of the parties hereto.			
FOR THE CONTRACTED FIRM:  Signature _____ Date <u>7/23/24</u> <u>TERRI COOPER</u> Name _____ <u>MAYOR</u> Title _____		FOR SPOKANE COUNTY: _____ Signature _____ Date _____ _____ Name _____ _____ Title _____	

(FACE SHEET)

WHEREAS, pursuant to the provisions of the Revised Code of Washington (RCW) §36.32.120(6), the Board of County Commissioners has the care of County property and the management of County funds and business; and

WHEREAS, this AGREEMENT is made pursuant to Request for Proposal (RFP) P5001 and Resolution 2022-0813 dated December 6, 2022, as of January 1, 2023 by and between SPOKANE COUNTY, a political subdivision of the State of Washington hereinafter known as the "COUNTY" having offices for the transaction of business as listed above and the CITY OF MEDICAL LAKE hereinafter known as "MEDICAL LAKE," having offices for the transaction of business as listed above, are jointly, hereinafter referred to as the Parties; and

WHEREAS, Section No. 1 (Services/Amendment Purpose) of the Agreement set forth the purpose of the Agreement; Section No. 11 (Compensation/Reimbursement/Invoicing Procedures) of Agreement set forth the compensation awarded; and

WHEREAS, the COUNTY and MEDICAL LAKE desire to amend the Agreement for the purpose of extending the term of the agreement through December 31, 2026; making updates to Section 11.3. in the Compensation/Reimbursement/Invoicing Procedures Section; and to add a new Section 48 Reporting Requirements; and

NOW, THEREFORE, in consideration of the above recitals which are incorporated herein as well as the mutual promises and conditions set forth herein, the parties do mutually agree that the document executed by the PARTIES entitled "22ARP1189 BETWEEN SPOKANE CITY OF MEDICAL LAKE IN CONJUNCTION WITH THE AMERICAN RESCUE PLAN, CORONAVIRUS STATE AND LOCAL FISCAL RECOVERY FUNDS AWARD shall be amended as to those sections listed below. All other sections previously agreed upon shall remain in full effect and force.

1. SERVICES/AMENDMENT PURPOSE

- 1.1. The purpose of this Amendment is to reduce to writing the Agreement made between the PARTIES for the purposes of extending the term of the Agreement through December 31, 2026; making updates to Section 11.3 the Compensation/Reimbursement/Invoicing Procedures; and to add a new Section 48 regarding Reporting Requirements.

11. COMPENSATION/REIMBURSEMENT/INVOICING PROCEDURES

- 11.1. The COUNTY shall reimburse MEDICAL LAKE an amount up to and not exceeding Four Hundred Ninety-Five Thousand Dollars (\$495,000.00). This reimbursement amount is based upon the budget line items set forth in Exhibit B, attached hereto and incorporated herein by reference. There will be no initial payment.
- 11.2. The COUNTY shall make no payments in advance or in anticipation of goods or services to be provided under this Amendment. MEDICAL LAKE shall not invoice the COUNTY in advance of delivery and invoicing of such goods or services.
- 11.3. MEDICAL LAKE will submit monthly reimbursement requests to the COUNTY by detailing the expenditures for which reimbursement is sought. Payment for the

expenditures will only occur if the request is submitted with the appropriate supporting documentation, including, but not limited to timesheets and time/effort certifications.

- 11.3.1. All work under this Agreement must end on or before December 31, 2026.
- 11.3.2. Final reimbursement request billings must be submitted no later than **January 10, 2027**, for all allowable expenses under this Agreement.
- 11.3.3. Requests for reimbursement shall be emailed directed to:

Heather Arnold, Grants Administrator
Spokane County Office of Financial Assistance
harnold@spokanecounty.org and jhonl@spokanecounty.org

- 11.4. In conjunction with each reimbursement request, MEDICAL LAKE shall certify that services performed under this Agreement do not duplicate any services charged against any other grant, subgrant, or other funding source.
- 11.5. Unless otherwise set forth in the bid, quote, submittal, and accepted by the COUNTY in the Agreement, payment shall be timely if made by the COUNTY no later than thirty (30) business days after receipt of properly completed invoices. Payment shall be sent to the address designated by MEDICAL LAKE.
- 11.6. The pricing submitted by MEDICAL LAKE and accepted by the COUNTY is inclusive of applicable payment terms, as well as any and all fees incurred by MEDICAL LAKE in accepting payment. No additional fees or charges shall apply, unless otherwise preapproved by the COUNTY.
- 11.7. Contract pricing (fees, commissions, mark-ups, etc.) will remain firm for the duration of this Agreement.

48. REPORTING REQUIREMENTS

- 48.1. Within fifteen (15) days of the end of each quarter, MEDICAL LAKE shall submit to SPOKANE COUNTY a progress report indicating the status of project activities, objectives and outcomes, and other reporting demographics required by the U.S. Treasury which are set forth in the most current Compliance and Reporting Guidance ([Reporting and Compliance | U.S. Department of the Treasury](#)) and are the basis for MEDICAL LAKE reimbursement requests.
- 48.2. MEDICAL LAKE shall submit to SPOKANE COUNTY a Closeout Report no later than fifteen (15) days after the Agreement end date.

EXHIBIT A

STATEMENT OF WORK

On December 6, 2022, the Spokane Board of County Commissioners approved an allocation of up to \$495,000.00 to the CITY OF MEDICAL LAKE for Infrastructure Water Sewer: (5.1-5.18) from the ARP/SLFRF funding. From review of responses to Request for Proposal (RFP) Number P5001 released on October 7, 2022. The CITY OF MEDICAL LAKE, Washington (MEDICAL LAKE) was selected by the scoring committee and then confirmed by the Spokane Board of County Commissioners as a successful bidder for the Water Main Project. The funding allocated to the CITY OF MEDICAL LAKE will be used for eligible costs identified in section 602(b) and 603(b) of the Social Security Act, as added by section 9901 of the American Rescue Plan Act ("ARP Act").

Final Rule for Category Infrastructure Water and Sewer: Drinking Water: Lead Remediation, including in Schools and Daycares 5.12 Eligible Uses

The Final Rule issued by the Treasury aligned eligible Water and Sewer Infrastructure projects with the eligibility requirements of the EPA's Clean Water State Revolving Fund (CWSRF) or Drinking Water State Revolving Fund (DWSRF). These projects are presumed eligible, with the exception of projects for the rehabilitation of dams and reservoirs. CWSRF includes projects that, per the EPA website, "construct, improve, or repair wastewater treatment plants, control non-point sources of pollution, improve resiliency of infrastructure to severe weather events, create green infrastructure, and protect waterbodies from pollution."

The Treasury also allows for water and sewer infrastructure projects deemed necessary, beyond what is outlined by CWSRF and DWSRF. The Final Rule broadened eligibility of Water and Sewer Infrastructure projects if they are proved to be necessary, as defined by (1) responsive to an identified need to achieve or maintain an adequate minimum level of service (2) a cost-effective means for meeting that need, and (3) for investments in infrastructure that supply drinking water in order to meet projected population growth, projected to be sustainable over its estimated useful life.

Subcategories of additionally eligible infrastructure projects include:

- Culvert Repair, Resizing, and Removal
- Replacement of Storm Sewers
- Other Stormwater Infrastructure
- Access to Safe Drinking Water
- Lead remediation projects eligible under EPA grant programs authorized by the Water Infrastructure Improvements of the Nation (WIIN) Act

Quotes obtained from the [Department of the Treasury's Final Rule](#)

This work project requires confirmation of project completion before December 31, 2026.

MEDICAL LAKE will only use the awarded Spokane County ARP funds to pay for the replacement of several blocks of 6" cast iron lead-joint water main that has lead gooseneck services. This will be replaced with new 8" PVC C-900 water main and move the resident's services on to these new mains in order to abandon the lead-joint pipe and goosenecks.

EXHIBIT B
BUDGET DETAIL

Item	Total
Construction Costs Pavement Removal	\$324,750.00
SUB TOTAL	\$324,750.00
12% Construction Contingency	\$38,970.00
SUB TOTAL	\$363,720.00
Sales Tax (8.9%)	\$32,371.08
Total Estimated Construction Cost	\$396,091.08
Engineering, Inspection, Testing, Legal	\$98,908.92
TOTAL	\$495,000.00

In order to be eligible for reimbursement all expenses must be submitted with supporting documentation. **Payroll Expenses must be accompanied by a Time and Effort Certification and a timesheet signed by the employee and supervisor.**

**CITY OF MEDICAL LAKE
SPOKANE COUNTY, WASHINGTON
RESOLUTION NO. 24-703**

**A RESOLUTION OF THE CITY OF MEDICAL LAKE APPROVING A
CONSULTING AGREEMENT WITH GORDON THOMAS HONEYWELL
GOVERNMENT RELATIONS**

WHEREAS, the City of Medical Lake (“City”) seeks to retain the services of a consultant to assist the City with governmental relations and services, including engaging in lobbying and advocacy activities on behalf of the City (“Services”); and

WHEREAS, the City does not currently have the staff to engage in and/or provide such Services to the City; and

WHEREAS, the firm of Gordon Thomas Honeywell Government Relations (“GTH”) submitted a request for proposal to the City and was selected by the committee to provide the requested Services; and

WHEREAS, City Staff recommends the City Council approve the City of Medical Lake Consulting Agreement (“Agreement”) with GTH, which is attached hereto as Exhibit A, and sets forth the parties’ agreed upon terms and conditions.

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

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

Section 2. Authorization. The Mayor is authorized and directed to execute the Agreement on behalf of the City. The Mayor and City Administrator are each hereby authorized and directed to take such further action as may be appropriate in order to affect the purpose of this Resolution and the Agreement authorized hereby.

Section 3. Severability. If any section, sentence, clause, or phrase of this Resolution should be held to be invalid or unconstitutional by a court of competent jurisdiction, such invalidity or unconstitutionality shall not affect the validity or constitutionality of any other section, sentence, clause, or phrase of this Resolution.

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

ADOPTED this _____ day of August, 2024.

Mayor, Terri Cooper

Attest:

Approved as to Form:

Koss Ronholt, City Clerk

City Attorney, Sean P. Boutz

CITY OF MEDICAL LAKE CONSULTING AGREEMENT

This Agreement is entered into by and between City of Medical Lake and Gordon Thomas Honeywell Government Relations (hereinafter referred to as “Consultant”), upon the following terms and conditions:

A. Scope of Work. Consultant will advise and assist the City of Medical Lake in accordance with Consultant’s Scope of Work, described in Attachment “A” hereto and incorporated herein, and Consultant will do and produce such other things as are set forth in the Scope of Work (the “Services”). Consultant’s Services will be in compliance with applicable laws, regulations, rules, orders, licenses and permits, now or hereinafter in effect, and Consultant shall furnish such documents as may be required to effect or evidence such compliance.

B. Compensation; Expenses. City of Medical Lake will pay Consultant for satisfactorily rendered Services in accordance with the specific terms set forth in Attachment “A.”

C. Invoices; Payment. Consultant will furnish City of Medical Lake invoices at regular intervals, as set forth in Attachment “A.”

D. Term. Consultant shall promptly begin the Services hereunder on the date set forth in Attachment “A” and shall terminate same on the date set forth in Attachment “A.” Consultant may terminate consultant services for convenience at any time prior to the termination date set forth in Attachment A, provided that the consultant provides 30-days’ notice. City of Medical Lake may terminate consultant services for convenience at any time prior to the termination date set forth in Attachment A, however, the City shall pay an early termination penalty equal to the amount owed on the remainder of the term of the contract.

E. Ownership of Work Product. The product of all work performed under this agreement, including reports, and other related materials shall be the property of City of Medical Lake or its nominees, and City of Medical Lake or its nominees shall have the sole right to use, sell, license, publish or otherwise disseminate or transfer rights in such work product.

G. Independent Contractor. Consultant is an independent contractor and nothing contained herein shall be deemed to make Consultant an employee of City of Medical Lake, or to empower consultant to bind or obligate City of Medical Lake in any way. Consultant is solely responsible for paying all of Consultant’s own tax obligations, as well as those due for any employee/subcontractor permitted to work for Consultant hereunder.

H. Release of Claims; Indemnity. Consultant hereby releases, and shall defend, indemnify and hold harmless City of Medical Lake from and against all claims, liabilities, damages and costs arising directly or indirectly out of, or related to, Consultant’s fault, negligence, strict liability or produce liability of Consultant, and/or that of any permitted employee or subcontract or Consultant, pertaining to the Services hereunder.

I. Assignment. Consultant’s rights and obligations hereunder shall not be assigned or transferred without City of Medical Lake’s prior written consent; subject thereto, this Agreement shall be binding upon and inure to the benefit of the parties’ heirs, and successors.

J. Governing Law; Severability. This Agreement shall be governed by the laws of the State of Washington, U.S.A. (excluding conflict of laws provisions). If any term or provision of this Agreement is determined to be legally invalid or unenforceable by a court with lawful jurisdiction hereover (excluding arbitrators), such term or provision shall not affect the validity or enforceability of any remaining terms or provisions of this Agreement, and the court shall, so far as possible, construe the invalid portion to implement the original intent thereof.

K. Arbitration. Should any dispute arise concerning the enforcement, breach or interpretation of this Agreement, the parties shall first meet in a good faith attempt to resolve the dispute. In the event such dispute cannot be resolved by agreement of the parties, such dispute shall be resolved by binding arbitration pursuant to RCW 7.04A, as amended, and the Mandatory Rules of Arbitration (MAR); venue shall be placed in City of Medical Lake, Washington, the laws of the State of Washington shall apply, and the prevailing party shall be entitled to its reasonable attorney fees and costs.

L. Entire Agreement; Etc. This Agreement, and its incorporated attachments hereto, state the entire agreement between the parties regarding the subject matter hereof and supersede any prior agreements or understandings pertaining thereto. Any modification to this Agreement must be made in writing and signed by authorized representatives of both parties. Any provision hereof which may be reasonably deemed to survive the expiration or termination of this Agreement shall so survive, and remain in continuing effect. No delay or failure in exercising any right hereunder shall be deemed to constitute a waiver of any right granted hereunder or at law by either party.

Consultant:
Gordon Thomas Honeywell
Government Relations

City of Medical Lake:

Briahna Murray, State Lobbyist/Partner

Date: _____

Date: _____

**ATTACHMENT “A” TO
CITY OF MEDICAL LAKE CONSULTING AGREEMENT**

- A. Scope of Work:** Consultant shall provide City of Medical Lake with the following government relations services:
- Advise on the development of funding requests to the state legislature, as well as the development of a biennial legislative agenda.
 - Prepare advocacy materials associated with advancing funding requests and items identified on the City’s legislative agenda.
 - Engage in lobbying and advocacy activities to support funding requests and items identified on the City’s legislative agenda, including coordinating meetings with key legislators, participating in legislative committee activities, and engaging in the development of the state budget.
 - In addition to those items outlined in the City’s legislative agenda, monitor and report on specified state legislation and recommend appropriate City action regarding pertinent legislation.
 - Maintain effective relationships with members of the Washington State Legislature, the Governor’s Office, and appropriate legislative committees, state agencies, legislative staff, major public interest groups, and coalitions, including but not limited to the Association of Washington Cities.
 - Provide written legislative reports at key points in the legislative process.
 - Identify state and federal grant opportunities that are currently accepting applications.
 - Register as the city’s lobbyist with the public disclosure commission.
- B. Compensation/Expenses:** City of Medical Lake shall pay Consultant a monthly fee of \$3,000 for the services listed above. Additionally, the Consultant may bill for travel expenses (airfare, mileage, lodging) associated with visiting the City of Medical Lake.
- C. Invoices/Payments:** (a) Consultant shall furnish City of Medical Lake with invoices for services performed on a monthly basis, and (b) City of Medical Lake shall pay each of Consultant’s invoices within thirty (30) days after County’s receipt and verification of invoices.
- C. Term of Agreement:** Consultant’s services shall commence on August 1, 2024 and shall terminate on July 31, 2025.