



**CITY COUNCIL REGULAR MEETING
TUESDAY, JANUARY 21, 2025
HELD REMOTELY & IN PERSON AT CITY HALL
124 S. LEFEVRE ST.**

- Sign up to provide Public Comment at the meeting via calling in.
- Submit Written Public Comment Before 4 pm on (January 21, 2025) - *SEE NOTE*

Please note: To better serve our community, we are now offering Live Streaming of our Council Meetings on our YouTube channel (link is provided below). This will enable citizens who wish to just view the meeting and not participate (provide comments) to do so in the comfort of their homes. Those that wish to provide input during the citizen comment periods, may join the meeting as usual via the Zoom link.

- **Join the Zoom Meeting –**
<https://us06web.zoom.us/j/83756634006?pwd=w7WOhPRt9ppeBkPEZvYsp8GNbpZfHb.1>

Meeting ID: 837 5663 4006
Passcode: 446645

One tap mobile
+12532050468,,83756634006#,,,,*446645# US
+12532158782,,83756634006#,,,,*446645# US (Tacoma)

Find your local number: <https://us06web.zoom.us/j/kcB5R7IVHD>

- **Watch the Live Stream on YouTube -**
<http://www.youtube.com/@CityofMedicalLake>

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

JANUARY 21, 2025 - REGULAR SESSION – 6:30 PM

1. **CALL TO ORDER, PLEDGE OF ALLEGIANCE, ROLL CALL**
2. **AGENDA APPROVAL**
3. **INTERESTED CITIZENS: AUDIENCE REQUESTS AND COMMENTS**
4. **ANNOUNCEMENTS / PROCLAMATIONS / SPECIAL PRESENTATIONS**
5. **REPORTS**
 - A. Public Safety
 - B. Committee Reports/Council Comments
 - C. Mayor
 - D. City Administrator & City Staff
 - i. Sonny Weathers, City Administrator
 - ii. Koss Ronholt, Finance Director – Q4 Budget Report
6. **WORKSHOP DISCUSSION**
 - A. MLMC Title 1 Amendments
 - B. L & I Manufactured Home Placement Contract Renewal
7. **ACTION ITEMS**
 - A. Consent Agenda
 - i. Approve **January 7, 2025**, minutes.
 - ii. Approve **January 21, 2025**, Payroll Claim Warrants numbered **52107** through **52115** and Payroll Payable Warrants numbered **30194** through **30199** in the amount of **\$162,190.84** and Claim Warrants numbered **52116** through **52161** in the amount of **\$543,704.40**.
8. **PUBLIC HEARINGS** – None
9. **RESOLUTIONS**
 - A. 25-731 Agreement with ControlFreek for WWTP Updates
10. **ORDINANCES** – None.
11. **EXECUTIVE SESSION** – None.
12. **EMERGENCY ORDINANCES** – None.
13. **UPCOMING AGENDA ITEMS**
14. **INTERESTED CITIZENS**
15. **CONCLUSION**



City of Medical Lake
124 S Lefevre Street
PO Box 369
Medical Lake, WA 99022-0369
509-565-5000

1/21/2025 City Council Meeting

To: Mayor and City Council
From: Elisa Rodriguez, City Planner
TOPIC: Amendments to the Municipal Code regarding Code Enforcement

Requested Action:

Provide staff direction.

Key Points:

In response to citizen concerns over code enforcement and the limited amount of guidance in the Municipal Code, language is being drafted to provide a clear process to be followed when the regulations of the Municipal Code are being violated.

Background Discussion:

The municipal code offers little guidance on enforcement of the code. In addition, when the code does state that there is a penalty for violation, it is often cited as a misdemeanor. Misdemeanors are criminal infractions, and our Code Enforcement Officer can only issue civil infractions. The Code Enforcement Officer is challenged to legally address some enforcement issues because he must rely heavily on Chapter 9.10 – Nuisances. The definition of “nuisance” is broad, but there are better ways to address clear violations of code standards.

Public Involvement:

Citizens have raised concerns over code enforcement on numerous occasions.

Next Steps:

Staff will prepare draft language to address the gaps in the municipal code.

CITY OF MEDICAL LAKE
City Council Regular Meeting

6:30 PM
January 7, 2025

Council Chambers
124 S. Lefevre Street

MINUTES

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

COUNCIL AND ADMINISTRATIVE PERSONNEL PRESENT

Councilmembers

Chad Pritchard
Keli Shaffer
Lance Speirs
Don Kennedy
Bob Maxwell

Administration/Staff

Terri Cooper, Mayor
Sonny Weathers, City Administrator
Glen Horton, Parks & Recreation Director
Steve Cooper, WWTP Director
Scott Duncan, Public Works Director
Roxanne Wright, Admin. Assistant

REGULAR SESSION – 6:30 PM

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

- A. Mayor Cooper called the meeting to order at 6:30 pm, led the Pledge of Allegiance, and conducted roll call.
 - i. Councilmember Harbolt submitted a request for absence from tonight’s meeting due to an emergency. Motion to approve made by Councilmember Kennedy, seconded by Councilmember Maxwell, carried 5-0.
 - ii. Councilmember Olson submitted a request for absence from tonight’s meeting due to illness. Motion to approve made by Councilmember Kennedy, seconded by Councilmember Maxwell, carried 5-0. All other Councilmembers were present in person.
 - iii. Councilmember Kennedy submitted an absence request for the council meeting on January 21st. Motion to approve made by Councilmember Speirs, seconded by Councilmember Shaffer, carried 5-0.

2. AGENDA APPROVAL

- A. Mayor Cooper requested the following changes: Replace the committee list on page 4 of the packet with the updated one provided. See attached. Remove page 10 of the packet as it is a duplicate of page 13. Motion to approve as amended made by Councilmember Speirs, seconded by Councilmember Shaffer, carried 5-0. Mrs. Wright informed Mayor Cooper at this point that page 10 was an attachment to the minutes and should remain in the packet. Motion to amend previous motion and leave page 10 in the packet made by Councilmember Kennedy, seconded by Councilmember Speirs, carried 5-0.

3. INTERESTED CITIZENS: AUDIENCE REQUESTS AND COMMENTS

- A. none

4. ANNOUNCEMENTS / PROCLAMATIONS / SPECIAL PRESENTATIONS

- A. Mayor Cooper announced that she had sent a letter to STA appointing Councilmember Speirs to the STA Board for two years.

5. REPORTS

- A. Councilmember Committee Reports and Comments
 - i. Councilmember Shaffer – Finance Committee met and reviewed all claims. No issues. Parks and Recreation Committee reviewed kitchen remodel, discussed youth sports and capital improvements. Youth Basketball has the highest enrollment ever.
 - ii. Councilmember Speirs – STA had last meeting with retiring CEO. Adopted Connect 2035 strategic plan. Public input encouraged, call or website.
 - iii. Councilmember Kennedy - none
 - iv. Councilmember Maxwell – none
 - v. Councilmember Pritchard – HCDAC will meet on Thursday to review funding.
- B. Mayor Cooper – none
- C. City Administrator & City Staff
 - i. Sonny Weathers, City Administrator – Gave a presentation on the city’s 2024 Year in Review. See attached.
 - ii. Legislative session began January 6th. Planning a few trips to Olympia during the session. Offered opportunity for council to attend.

6. WORKSHOPS

- A. Regional Board/Commission/Committee Appointments
 - i. Discussed option of dissolving the Parks and Recreation Committee since there is now a Parks and Recreation Advisory Board. Councilmember Pritchard would like to have a monthly report from all committees. Motion to dissolve Parks and Recreation Committee made by Councilmember Pritchard, seconded by Councilmember Shaffer, carried 5-0. The Parks and Recreation Director will provide a monthly report to Council.
 - ii. Discussion on Public Safety Committee, whether it is needed or not. Decided to keep it and add a monthly report to Council.
 - iii. Planning Commission will have two positions expire this month. A monthly report to Council will be added.
 - iv. Councilmember Kennedy will be replaced by Councilmember Pritchard on the General Government Committee. All other committee appointments will remain the same.
- B. City Council Policies and Procedures Update
 - i. Mr. Weathers shared that it was time to review council policies and procedures and asked Council for any suggested changes. Council had none. Mr. Weathers will update regarding the dissolution of the Parks and Recreation Committee. He reminded Council that the policies and procedures can be reviewed and revised at any time, not just in January.
 - ii. Councilmember Kennedy pointed out that it was time to appoint a Mayor Pro Tem for the year. Mayor Cooper asked him if he was willing to continue as Pro Tem and he agreed. Motion to approve made by Councilmember Speirs, seconded by Councilmember Shaffer, carried 5-0.

7. ACTION ITEMS

- A. Consent Agenda
 - i. Approve **December 17, 2024**, minutes.
 - 1. Motion to approve made by Councilmember Speirs, seconded by Councilmember Shaffer, carried 4-0-1 with Councilmember Kennedy abstaining because he was not in attendance at the December 17th meeting.

- ii. Approve **January 7, 2025**, Claim Warrants numbered **52053** through **52106** in the amount of **\$151,273.26**.
 - 1. Motion to approve made by Councilmember Kennedy, seconded by Councilmember Shaffer, carried 5-0.

8. PUBLIC HEARINGS – None

9. RESOLUTIONS

- A. 25-724 Service Agreement with Four Lakes Water District #10
 - i. Discussion. Motion to approve made by Councilmember Pritchard, seconded by Councilmember Shaffer, carried 5-0.
 - ii. Amend the Resolution to read 25-724 not 24-724. Motion to approve as amended made by Councilmember Pritchard, seconded by Councilmember Speirs, carried 5-0.
- B. 25-730 Agreement with WFGC for Kitchen Remodel
 - i. Motion to approve made by Councilmember Shaffer, seconded by Councilmember Speirs, carried 5-0.
- C. 25-733 E & H Engineering Wastewater Improvements Transmittal and Agreement
 - i. Mr. Weathers reviewed. Motion to approve made by Councilmember Pritchard, seconded by Councilmember Kennedy, carried 5-0.

10. ORDINANCES - none

11. EXECUTIVE SESSION - none

12. EMERGENCY ORDINANCES - none

13. UPCOMING AGENDA ITEMS – none

14. INTERESTED CITIZENS: AUDIENCE REQUESTS AND COMMENTS

- A. none

15. CONCLUSION

- A. Motion to conclude at 7:22 pm made by Councilmember Pritchard, seconded by Councilmember Speirs, carried 5-0.

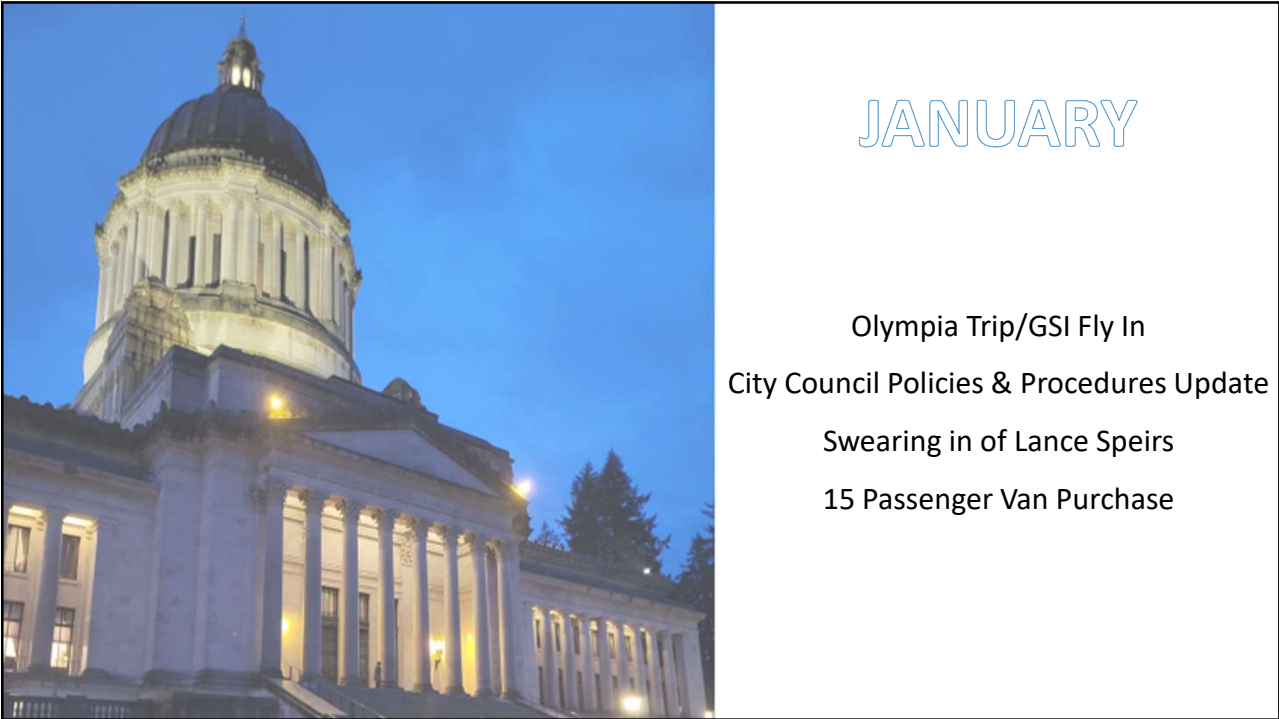
Terri Cooper, Mayor

Koss Ronholt, Finance Director/City Clerk

Date



1



JANUARY

- Olympia Trip/GSI Fly In
- City Council Policies & Procedures Update
- Swearing in of Lance Speirs
- 15 Passenger Van Purchase

2

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| <p>FEBRUARY</p> <p>Vacant Commercial Property Ordinance Commercial Kitchen Design</p> |  |
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3

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|---|---|
|  | <p>MARCH</p> <p>Commerce Climate Planning Grant Ecology Ground Water Fate Study Grant FEMA Disaster Recovery Center in City Hall Kiwanis Easter Egg Hunt</p> |
|---|---|

4

APRIL

Historic Preservation Ordinance Adopted

Complete Streets Grant

Public Assistance Grant

Right-of-Way Permit Update

Financial Audit Completed

SCFD#3 Fisherman's Breakfast



5

MAY

Spring Cleanup

Hazard Mitigation Plan Consultant
Selected

Broadband Franchise Agreements

WWTP Solar Array Project

Jefferson Water Main Project



6

JUNE

- Linger at the Lake Concert
- Founder's Day Festival
- City Council Retreat
- 6-Year TIP Update
- Shipping Container Code Update
- Historic Preservation ILA
- Records Room Grant



7



JULY

- Linger at the Lake Concert
- TIB Funded Street Maintenance and Preservation Project
- Updated City Website
- I-90 Business Loop Signs Installed

8

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| <p>AUGUST</p> <p>Government Relations Consultant Selected</p> <p>EV Charger for ML Library</p> <p>Healing Waters Strategic Plan Adopted</p> <p>Blue Waters Bluegrass Festival</p> |  |
|--|--|

9

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|  | <p>SEPTEMBER</p> <p>Capital Improvement Plan Update</p> <p>Bid Award for Lefevre St Complete Streets Project</p> |
|---|---|

10

OCTOBER

Public Works Departmentalization
 Commerce Periodic Update Grant
 Legislative Priorities Set
 Budget Revenues Hearing
 City Council Budget Retreat
 Fall Festival



11



NOVEMBER

Preliminary Budget Hearing
 Property Tax Levy Set
 City Staff Retreat
 New Tables/Benches Installed in
 Waterfront Park

12

DECEMBER

Special Events Ordinance

Winter Festival

Final Budget Hearing

Final Budget Adoption

Communications Plan Consultant Selected



13

MEDICAL LAKE 2024 YEAR IN REVIEW

| | | | | | |
|---|---|---|--|---|--|
| <p style="color: #4F81BD; font-weight: bold;">JANUARY</p>  <p style="font-size: 0.8em;">Olympia Trip/GSI Fly In City Council Policies & Procedures Update Swearing in of Lance Speirs 15 Passenger Van Purchase</p> | <p style="color: #4F81BD; font-weight: bold;">FEBRUARY</p>  <p style="font-size: 0.8em;">Vacant Commercial Property Ordinance Adopted Commercial Kitchen Design</p> | <p style="color: #4F81BD; font-weight: bold;">MARCH</p>  <p style="font-size: 0.8em;">Commerce Climate Planning Grant Ecology Ground Water Fate Study Grant FEMA Disaster Recovery Center in City Hall Kiwanis Easter Egg Hunt</p> | <p style="color: #4F81BD; font-weight: bold;">APRIL</p>  <p style="font-size: 0.8em;">Historic Preservation Ordinance Adopted Complete Streets Grant Public Assistance Grant Right-of-Way Permit Update Financial Audit Completed SCFD#3 Fisherman's Breakfast</p> | <p style="color: #4F81BD; font-weight: bold;">MAY</p>  <p style="font-size: 0.8em;">Spring Cleanup Hazard Mitigation Plan Consultant Selected Broadband Franchise Agreements WWTP Solar Array Project Jefferson Water Main Project</p> | <p style="color: #4F81BD; font-weight: bold;">JUNE</p>  <p style="font-size: 0.8em;">Linger at the Lake Concert Founder's Day Festival City Council Retreat 6-Year TIP Update Shipping Container Code Update Historic Preservation ILA Records Room Grant</p> |
| <p style="color: #4F81BD; font-weight: bold;">JULY</p>  <p style="font-size: 0.8em;">Linger at the Lake Concert TIB Funded Street Maintenance and Preservation Project Updated City Website I-90 Business Loop Signs Installed</p> | <p style="color: #4F81BD; font-weight: bold;">AUGUST</p>  <p style="font-size: 0.8em;">Government Relations Consultant Selected EV Charger for ML Library Healing Waters Strategic Plan Adopted Blue Waters Bluegrass Festival</p> | <p style="color: #4F81BD; font-weight: bold;">SEPTEMBER</p>  <p style="font-size: 0.8em;">Capital Improvement Plan Update Bid Award for Lefevre St Complete Streets Project</p> | <p style="color: #4F81BD; font-weight: bold;">OCTOBER</p>  <p style="font-size: 0.8em;">Public Works Departmentalization Commerce Periodic Update Grant Legislative Priorities Set Budget Revenues Hearing City Council Budget Retreat Fall Festival</p> | <p style="color: #4F81BD; font-weight: bold;">NOVEMBER</p>  <p style="font-size: 0.8em;">Preliminary Budget Hearing Property Tax Levy Set City Staff Retreat New Tables/Benches Installed in Waterfront Park</p> | <p style="color: #4F81BD; font-weight: bold;">DECEMBER</p>  <p style="font-size: 0.8em;">Special Events Ordinance Winter Festival Final Budget Hearing Final Budget Adoption Communications Plan Consultant Selected</p> |

14

**CITY OF MEDICAL LAKE
SPOKANE COUNTY, WASHINGTON
RESOLUTION NO. 25-731**

**A RESOLUTION OF THE CITY OF MEDICAL LAKE APPROVING AN
AGREEMENT FOR SERVICES BETWEEN THE CITY OF MEDICAL LAKE
AND CONTROLFREEK, INC.**

WHEREAS, the City of Medical Lake (“City”) previously sought requests for proposals for the WWTP Headworks PLC and SCADA Upgrade; and

WHEREAS, ControlFreek, Inc. submitted a proposal to the City for consideration; and

WHEREAS, ContolFreek, Inc. specializes in industrial control panels and instrumentation and systems integration, including extension experience working with wastewater, water, and industrial applications; and

WHEREAS the terms and conditions of the parties’ agreement are contained in the Agreement for Services contained in Exhibit A (“Agreement”); and

WHEREAS, City Staff recommends approval of the Agreement.

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

Section 1. Award of Contract. The City Council hereby approves the Agreement set forth in Exhibit A, which is incorporated herein by this reference.

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 become effective immediately upon its adoption.

ADOPTED this 21st day of January 2025.

Terri Cooper, Mayor

ATTEST:

APPROVED AS TO FORM

Koss Ronholt, City Clerk

Sean P. Boutz, City Attorney

AGREEMENT FOR SERVICES

THIS AGREEMENT FOR SERVICES (“Agreement”) is made by and between the City of Medical Lake, a municipal corporation, (“City”) and ControlFreek, Inc., hereinafter referred to as “Service Provider,” jointly referred to as “Parties.”

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

1. **Services to be Performed.** The Service Provider will provide all labor, services, equipment, and material to satisfactorily complete the Scope of Services, which is attached hereto as “Exhibit A.” Scheduling of the Scope of Services shall be coordinated with and approved by the City prior to commencement of such services.
 - a. **Administration.** The Mayor or his/her designee, shall administer this Agreement and be the primary contact on behalf of the Service Provider. Service Provider shall commence work and perform the tasks as described in the Scope of Services.
 - b. **Representations.** The City has relied upon the qualifications of the Service Provider in entering into this Agreement. By execution of this Agreement, Service Provider represents it possesses the materials, equipment, experience, ability, skill, and resources necessary to perform the services, as described in the Scope of Services, and is familiar with all current laws, rules, and regulations which reasonably relate to the Scope of Services.
 - c. **Modifications. Amendments.** No modification or amendment to this Agreement shall be valid until the same is reduced to writing and executed with the same formalities as this Agreement. The Parties understand that the Scope of Services is a “living document” and may be amended, as mutually agreed upon by the Parties or as required by other factors.
2. **Term of Agreement.** Unless otherwise terminated as provided for herein, this Agreement shall be in full force and effect upon execution by the Parties and shall remain in effect until terminated as provided for herein.

Either Party may terminate this Agreement for any reason, with or without cause, by providing ten (10) days written notice to the other party. In the event of such termination, the City shall pay the Service Provider for all services previously authorized and satisfactorily performed prior to the termination date.

3. **Payment.** The City agrees to pay Service Provider the sums as set forth in Exhibit A for all Scope of Services to be performed under this Agreement, or as otherwise provided for in

this Agreement, unless mutually agreed by the Parties in writing, after receipt of an invoice(s) for all completed services.

4. **Notice.** Notice shall be given in writing or electronically through email as follows:

CITY

City of Medical Lake
Scott Duncan
sduncan@medical-lake.org
509-565-5500
P.O. Box 369
Medical Lake, WA 99022

SERVICE PROVIDER

ControlFreek, Inc.
Adam Snyder
adam@controlfreek.com
509-290-6500
P.O. Box 142192
Spokane Valley, WA 99214

5. **Applicable Laws and Standards.** The Parties, in the performance of this Agreement, agree to comply with all applicable Federal, State, Local Laws, ordinances, and regulations.
6. **Relationship of the Parties.** It is understood, agreed, and declared that the Service Provider shall be an independent contractor and not the agent, employee, servant, or otherwise of the City. It is further understood, agreed, and declared that the City is interested in only the results to be achieved and that the right to control the particular manner, method and means in which the services are performed is solely within the discretion of the Service Provider. Any and all employees who provide services to the City under this Agreement shall be deemed employees solely of the Service Provider. The Service Provider shall be solely responsible for the conduct and actions of all employees under this Agreement and any liability that may attach thereto.
7. **Ownership of Documents.** All materials, documents, plans, specifications, and other related documents prepared by the Service Provider under this Agreement are and shall be the property of the City.
8. **Records.** The Parties or State Auditor and any of their respective representatives shall have full access to and the right to examine during normal business hours any and all of the Service Provider's records with respect to all matters covered in this Agreement. Such representatives shall be permitted to audit, examine and make excerpts or transcripts from such records and to make audits of all contracts, invoices, materials, payrolls and records of matters covered by this Agreement for a period of three (3) years from the date final payment is made hereunder.
9. **Insurance.** Prior to commencement of the Scope of Services, the Service Provider shall provide the City with a Certificate of Insurance confirming liability insurance in the event

of a loss, damage, or personal injury for its actions, conduct and performance as set forth in this Agreement. Service Provider shall maintain in force during the full term of this Agreement such liability insurance policy in the amount of one million dollars (\$1,000,000) per occurrence and two million dollars (\$2,000,000) aggregate limit, which both shall be at the expense of the Service Provider.

10. **Indemnification.** Each party agrees to be responsible and assume liability for its own wrongful and/or negligent acts or omissions or those of their officials, officers, agents, or employees to the fullest extent required by law, and further agree to save, indemnify, defend, and hold the other party harmless from any such liability. It is further provided that no liability shall attach to the City by reason of entering into this Agreement except as expressly provided herein.

Service Provider further agrees that this duty to indemnify the City applies regardless of any provisions in RCW Title 51 to the contrary, including but not limited to any immunity of the Service Provider for liability for injuries to the Service Provider's workers and employees, and the Service Provider hereby waives any such immunity for this duty to indemnify the City.

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

12. **Assignment and Delegation.** Neither party shall assign, transfer or delegate any or all of the responsibilities of this Agreement or the benefits received hereunder without first obtaining the written consent of the other party.

13. **Subcontracts.** Except as otherwise provided herein, the Service Provider shall not enter into subcontracts for any of the services to be performed under this Agreement without obtaining express written approval from the City.

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

15. **Governing Law; Jurisdiction and Venue.** This Agreement is entered into in Spokane County, Washington. This Agreement is to be governed by and construed in accordance with the Laws of the State of Washington. The Parties hereby agree that venue shall be in Spokane County, Washington, State of Washington.
16. **Cost and Attorney's Fees.** In the event a lawsuit is brought with respect to this Agreement, the prevailing party shall be awarded its costs and attorney's fees in the amount to be determined by the Court as reasonable. Unless provided otherwise by the statute, Service Provider's attorney fees payable by the City shall not exceed the total sum amount paid under this Agreement.
17. **Entire Agreement.** This written Agreement, together with any Exhibits hereto, constitutes the entire and complete understanding and agreement between the Parties respecting the subject matter hereof and cancels and supersedes any and all prior and contemporaneous negotiations, correspondence, understandings and agreements between the Parties, whether oral or written, regarding such subject matter. The Parties understand and agree that this Agreement may not be changed, modified, or altered except in writing signed by the Parties hereto. No agreement or understanding varying or extending this Agreement will be binding upon either Party, unless set forth in writing which specifically refers to the Agreement that is signed by duly authorized officers or representatives of the respective Parties, and the provisions of the Agreement not specifically amended thereby will remain in full force and effect.
18. **Anti-kickback.** No officer or employee of Parties, having the power or duty to perform an official act or action related to this Agreement, shall have or acquire any interest in this Agreement, or have solicited, accepted or granted a present or future gift, favor, service or other thing of value from any person with an interest in this Agreement.
19. **Business License.** Service Provider shall, prior to performance of any work under this Agreement, apply for and obtain all business licenses necessary to operate in Spokane County, as applicable (please contact the Washington State Department of Licensing at (360) 664-1400 or online at www.dol.wa.gov for more info).
20. **Non-waiver.** Any waiver of the terms and conditions hereof must be explicitly in writing.
21. **Severability.** Should any section, or portion thereof, of this Agreement be held invalid by reason of any law, statute, or regulation existing now or in the future in any jurisdiction by any court of the competent authority or by a legally enforceable directive of any governmental body, such section or portion thereof will be validly referred so as to

approximate the intent of the Parties as nearly as possible and, if unreformable, will be deemed divisible and deleted with respect to such jurisdiction, but the Agreement will not otherwise be affected.

22. **Force Majeure.** Neither Party will be held responsible for delay or failure to perform hereunder when such delay or failure is due to fire, flood, riot, epidemic, pandemic, acts of God or under the public enemy, acts of terrorism, acts of war, unusually severe weather, legal acts of public authorities, public carries, or other circumstances which cannot be forecast or provided against.
23. **Time is of the Essence.** Time is and will be of the essence for each term and provision of this Agreement.
24. **Headings.** All headings appearing in this Agreement have been inserted solely for convenience and ready reference. They do not define, limit, or extend the scope or intent of any sections to which they pertain.
25. **Criminal Background Check.** The Service Provider does hereby give the City or an independent investigating agency authorization to conduct a thorough investigation of the Service Provider and its employee's professional and personal background, including credit, criminal, and driving. The Service Provider shall be responsible for the cost of any such background check. Prior to performance the City shall have on file a complete background check, unless in the City's sole discretion it determines such a background check is unnecessary.

The Service Provider understands and agrees to waive any claim or cause of action relating to use of any and all information gained through this investigation or release of information and promise to defend and hold harmless the City, its officers and employees from any claim or loss arising from such investigation and/or release of information.

IN WITNESS WHEREOF, the Parties have caused their duly authorized representatives to execute this Agreement this 21st day of January 2025.

CITY OF MEDICAL LAKE

By: _____
Terri Cooper, Mayor

CONTROLFREEK, INC.

By: _____
Its: _____

EXHIBIT A