



**CITY COUNCIL REGULAR MEETING
TUESDAY, JUNE 17, 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 (June 17, 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/84601136519?pwd=tswPm12Qhb3XClltHjfSbc8tWJAlY.1>

Meeting ID: 846 0113 6519

Passcode: 446645

One tap mobile

+12532158782,,84601136519#,,, *446645# US (Tacoma)

+12532050468,,84601136519#,,, *446645# US

Find your local number: <https://us06web.zoom.us/j/84601136519?pwd=tswPm12Qhb3XClltHjfSbc8tWJAlY.1>

- **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

- 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
- 6. WORKSHOP DISCUSSION – None.**
- 7. ACTION ITEMS**
 - A. Consent Agenda
 - i. Approve **June 3, 2025**, minutes.
 - ii. Approve **June 17, 2025**, Claim Warrants numbered **52599** through **52655** in the amount of **\$1,362,701.12** and Payroll Claim Warrants numbered **52591** through **52598** and Payroll Payable Warrants numbered **30232** through **30243** in the amount of **\$176,106.47**.
 - B. COML Fireworks Display for July 3, 2025
 - C. Retail Fireworks Permit Application – Good Stuff Fireworks
- 8. PUBLIC HEARINGS – None.**
- 9. RESOLUTIONS**
 - A. 25-757 6-Year TIP Update
 - B. 25-758 Municipal Court Agreement
- 10. ORDINANCES – None.**
- 11. EXECUTIVE SESSION – None.**
- 12. EMERGENCY ORDINANCES – None.**
- 13. UPCOMING AGENDA ITEMS**
- 14. INTERESTED CITIZENS**
- 15. CONCLUSION**

CITY OF MEDICAL LAKE
City Council Regular Meeting & Public Hearing

6:30 PM
June 3, 2025

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

Keli Shaffer
Lance Speirs
Don Kennedy
Bob Maxwell
Ted Olson
Tony Harbolt

Administration & Staff

Terri Cooper, Mayor
Sonny Weathers, City Administrator
Thomas Rohrer, Legal Counsel
Scott Duncan, Public Works Director
Colton Raczkyowski, Administrative Clerk

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 Pritchard submitted a request for absence. Motion to approve made by Councilmember Olson, seconded by Councilmember Shaffer, carried 6-0.
 - ii. Councilmember Kennedy submitted an absence request for the June 17th and July 1st meetings due to vacation. Motion to approve made by Councilmember Speirs, seconded by Councilmember Olson, carried 6-0.

2. AGENDA APPROVAL

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

3. INTERESTED CITIZENS: AUDIENCE REQUESTS AND COMMENTS

- A. Michael Wagner, resident of Medical Lake – spoke in favor of putting the fireworks measure on the ballot and in favor of a ban. Shared his concerns for pets during fireworks as well as wildfire concerns.
- B. Mayor Cooper acknowledged receipt of a written citizen comment related to the CAO. Will be added to public record and all council has received. *The full comments are part of the official record on file at City Hall and can be requested in person or by sending an e- mail to records@medical-lake.org.*

4. ANNOUNCEMENTS / PROCLAMATIONS / SPECIAL PRESENTATIONS – None.

5. REPORTS

A. Committee Reports/Council Comments

- i. Councilmember Shaffer – Finance Committee – met, reviewed claim warrants. No issues.
- ii. Councilmember Speirs – attended Public Transit Legislative conference in Washington DC. Met with federal transit association to discuss regional issues.
- iii. Councilmember Kennedy – None.
- iv. Councilmember Maxwell – None.
- v. Councilmember Olson – shared that local State Farm insurance agent Clyde Gillespie’s office will sponsor the Founders Day Cornhole Tournament again this year. Flyers will be available at City Hall.
- vi. Councilmember Harbolt – None.

B. Mayor Cooper – shared report on the underground fire at Eastern State Hospital, out as of April. Cleanup continues along with investigation and feasibility study, with full report to be released to the public. Avista press release on PSPS, will be out on our Facebook and website. Attended national wildfire and disaster recovery conference (NVOAD) in Kentucky. Public meeting Thursday is in conjunction with Spokane County regarding recovery.

C. City Administrator & City Staff

- i. Sonny Weathers, City Administrator – Phoenix Protective Services have begun at Waterfront Park. Staff are fitting in and doing a good job. The Lefevre Street Complete Streets project is almost finished. A ribbon cutting will be done on the 21st prior to the Founders Day parade. Spokane County is exploring putting a West Plains Aquifer Protection Area on the ballot and is partnering with Medical Lake, Airway Heights and Cheney for input. This will be a workshop on an upcoming agenda to discuss further. AWC Annual Conference is 6/24-27, he and Mayor Cooper will be presenting regarding disaster recovery. Strategic Planning Retreat scheduled for 6/9 10am – 2pm. Gray Fire Community Meeting scheduled for 6/5, 6 pm at the High School.
- ii. Elisa Rodriguez, City Planner – Comprehensive Plan Update – reviewed state update requirements, shared grants received for the plan update, hopes to come once a month to provide updates to council. Reviewed six phases of the comprehensive plan update and shared about the steering committee. Reviewed surveys that are up for citizens. Open until June 23rd. DSHS is helping by sending surveys to employees, MLSD distributing to parents via their app. Directed council to the city’s website for detailed information on the plan update. Question of the Week started on the city’s Facebook page. So far positive feedback.

6. WORKSHOPS

A. Municipal Court ILA Options

- i. Mr. Weathers discussed the options for municipal court services. Reviewed current agreement with the City of Cheney which expires the end of this year. Exploring options. Mayor – we must give 180 days’ notice for any change. Flat rate is probably not in our best interest because of low volume. Options are to stay with Cheney, seek services with another court and compare costs, or reinstate our own, which is very expensive for such a small caseload. Meeting with all three cities, Medical Lake, Airway Heights, and Cheney is scheduled for next week.

B. 6-Year TIP Update

- i. Mr. Weathers reviewed the required update and what the TIP entails. Deadline for adoption is July 1st. Shared a presentation. See attached.

7. PUBLIC HEARINGS – 6-Year TIP Update

- A. Mayor Cooper reviewed the purpose of and explained the process and procedures for the public hearing.
- B. Mayor Cooper asked if anyone wanted to give public testimony. There was none.
- C. Mayor Cooper called the hearing to order at 7:17 pm.
 - i. No public or council comments.
 - ii. Motion to close the hearing made by Councilmember Kennedy, seconded by Councilmember Maxwell, carried 6-0 and hearing closed at 7:19 pm.

8. ACTION ITEMS

- A. Consent Agenda
 - i. Approve **May 20, 2025**, minutes.
 - 1. Motion to approve made by Councilmember Kennedy, seconded by Councilmember Speirs. Carried 6-0.
 - ii. Approve **June 3, 2025**, Claim Warrants numbered **52546** through **52590** in the amount of **\$217,189.76**.
 - 1. Mayor asked to include bank draft reference number **1868** in the amount of **\$1114.72**. The amount was already included in the total above but the reference number was not. Motion to amend made by Councilmember Speirs, seconded by Councilmember Kennedy, carried 6-0.
 - 2. Motion to approve as amended made by Councilmember Speirs, seconded by Councilmember Kennedy, carried 6-0.
- B. Permit Refund Request
 - i. Motion to approve made by Councilmember Speirs, seconded by Councilmember Shaffer, carried 6-0.

9. EXECUTIVE SESSION – Consideration of the minimum offering price for sale or lease of real estate if there's a likelihood that disclosure would decrease the price per RCW 42.30.110(1)(c)

- A. Mayor Cooper stated reason for the Executive Session (see above).
- B. Attendees included Councilmembers, Mayor Cooper, City Administrator Weathers, and legal counsel, Thomas Rohrer.
- C. Session began at 7:24 pm and is scheduled to end at 7:45 pm.
- D. Session ended at 7:44 pm.
- E. Further action is the review and approval of Resolution 25-755 below.

10. RESOLUTIONS

- A. 25-755 Temporary Lease of Medical Lake Depot
 - i. Mayor Cooper asked for discussion. Motion to approve made by Councilmember Kennedy, seconded by Councilmember Olson, Mayor Cooper instructed council that the term for the agreement needs to be set.
 - 1. Councilmember Speirs moved for start of agreement on June 4, 2025, with termination on February 3, 2026, and the option to extend on a month-to-month basis until July 2026. Seconded by Councilmember Harbolt, carried 6-0.
 - 2. Rental amount discussed. Motion to set at \$1500.00 per month made by Councilmember Harbolt, seconded by Councilmember Maxwell, carried 6-0.
- B. 25-754 Fireworks Advisory Vote Ballot Measure
 - i. Motion to approve made by Councilmember Speirs, seconded by Councilmember Shaffer, carried 6-0.

- C. 25-756 Senior Yoga Instructor Agreement 2025 with Heather Woller
i. Motion to approve made by Councilmember Speirs, seconded by Councilmember Shaffer, carried 6-0.

11. ORDINANCES - none

12. EMERGENCY ORDINANCES - none

13. UPCOMING AGENDA ITEMS – none

14. INTERESTED CITIZENS: AUDIENCE REQUESTS AND COMMENTS -

15. CONCLUSION

- A. Motion to conclude at 8:02 pm made by Councilmember Kennedy, seconded by Councilmember Speirs, carried 6-0.

Terri Cooper, Mayor

Koss Ronholt, Finance Director/City Clerk

Date

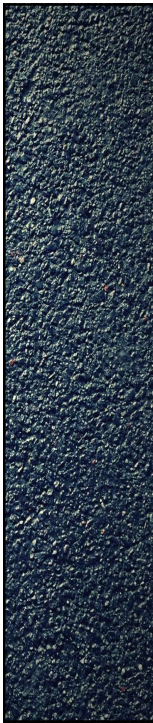


6-Year Transportation Improvement Program

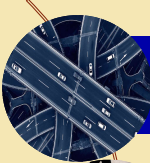
2026-2031




1




Types of Transportation Improvement Projects



Roadway
Corridor/Intersections



Pedestrian
Improvements



Public Transit

2



3

CITY OF MEDICAL LAKE, WASHINGTON					
DRAFT SIX YEAR TRANSPORTATION IMPROVEMENT PLAN (2026-2031)					
Project Number	Project	Start	End	Project Cost Est.	Potential Funding Sources
Roadway Corridor Improvements:					
2026-01	Lefevre St. Restriping	James St.	Idaho St.	\$690,552.00	TIB
2026-04	Evergreen Overlay	S. Hallett	Legg St.	\$19,344.00	FEMA
2026-05	E. Stanley Dr. Remove and Replace	Legg St.	S. Silverlake Ave.	\$29,120.00	FEMA
2026-06	S. Silver Lake Ave. Remove and Replace	Evergreen	E. Stanley Dr.	\$16,640.00	FEMA
2026-07	E Lakeshore Dr. Overlay	Pineview	East/End	\$12,480.00	FEMA
2026-08	Pineview Overlay	S. Stanley Dr.	Lakeshore Dr.	\$7,696.00	FEMA
2026-09	Fancher Connection	SR 902	W. Fancher Rd.	\$17,016.00	TIB
2026-10	W. Fancher Rd.	Pine St.	WML Boat Launch	\$39,600.00	TIB
Intersection Improvements:					
2026-02	SR 902 and Stanley Intersection Improvements			\$350,000.00	SRTC/TIB/Grant
2026-03	SR 902/Brooks Rd/Lefevre St. Roundabout			\$500,000.00	WSDOT/TIB/Grant
2028-01	Lefevre St. and Lake St. Intersection Improvements			\$500,000.00	WSDOT/TIB/Grant
Other Planned Projects:					
2026-11	ADA Access to Fox Hollow Trail at Tara Lee			\$10,000.00	City/WCIA
2026-12	Fox Hollow Trail Repair and Overlay	Brooks Rd.	Tara Lee Ave.	\$100,000.00	City/RCO
2027-01	SR 902 Pedestrian Improvements	Lefevre St.	N. Stanley St.	\$1,400,000.00	Complete Streets/TIB
2027-02	Stanley St. Pedestrian Improvements	SR 902	Campbell St.	\$500,000.00	Safe Routes to Schools
2027-03	Campbell St. Pedestrian Improvements	Lefevre St.	Prentiss St.	\$200,000.00	Safe Routes to Schools
2028-02	Barker Rd. Pedestrian Improvements	Stanley St.	N. Silver Lake Ave	\$100,000.00	City
2029-01	Brooks Rd. Pedestrian Improvements	San Salvador St.	Lefevre St.	\$250,000.00	Complete Streets/TIB

4

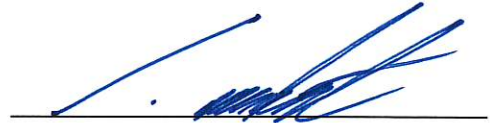
CITY OF MEDICAL LAKE

CLAIMS CERTIFICATION AND APPROVAL

Auditing Officer's Certification

I, the undersigned, do hereby verify under penalty of perjury that the materials have been furnished, the services rendered, or the labor performed as described herein and that the claim is a just, due, and unpaid obligation against the ***City of Medical Lake***, and that I am authorized to authenticate and certify said Claim Warrants numbered, 52599 through 52655 in the amount of \$1,362,701.12.

Check(s): 52599-52655	\$1,358,830.23
<u>EFT(s)</u>	<u>\$ 3,870.89</u>
Total:	\$1,362,701.12



Koss Ronholt, Finance Director

Council Approval

I, Terri Cooper, Mayor of the ***City of Medical Lake***. Approve by majority vote of the Medical Lake City Council, payments of Claim Warrants numbered, 52599 through 52655 in the amount of \$1,362,701.12 this 17th day of June 2025.

Terri Cooper, Mayor

Date

CITY OF MEDICAL LAKE

PAYROLL CERTIFICATION AND APPROVAL

Auditing Officer's Certification

I, the undersigned, do hereby verify under penalty of perjury that the materials have been furnished, the services rendered, or the labor performed as described herein and that the claim is a just, due, and unpaid obligation against the ***City of Medical Lake***, and that I am authorized to authenticate and certify said Payroll Claim Warrants numbered 52591 through 52598, and Payroll Payable Warrants numbered 30232 through 30243 in the amount of \$176,106.47.



Koss Ronholt, Finance Director

Council Approval

I, Terri Cooper, Mayor of the ***City of Medical Lake***. Approve by majority vote of the Medical Lake City Council, payments of Payroll Claim Warrants numbered 52591 through 52598 and the Payroll Payable Warrants numbered 30232 through 30243 in the amount of \$176,106.47 this 17th day of June 2025.

Terri Cooper, Mayor

Date

WASHINGTON STATE PUBLIC FIREWORKS DISPLAY PERMIT

Applicant

Name of Event Medical Lake Independence Day Celebration

Street Address Cliffs on southeast corner of lake

City Medical Lake County Spokane

Event Date July 3, 2025 Event Time Approx. 10:00 ☐ AM ☒ PM

Applicant's/Sponsor's Name Rocketman Pyros, LLC Phone No. 509-981-8298

Pyrotechnic Operator Daniel VerHeul License No. 4183

Experienced Assistant's Name Steve Underwood

General Display Company Name Rocketman Pyros, LLC Phone No. 509-981-8298

Attach a separate piece of paper and/or copies of the following documents:

- The number of set pieces, shells (specify single or multiple break), and other items.
- The manner and place of storage of such fireworks prior to the display.
- A diagram of the grounds on which the display is to be held showing the point at which the fireworks are to be discharged; the location of all buildings, highways, and other lines of communication; the lines behind which the audience will be restrained; and the location of all nearby trees, telegraph or telephone lines, or other overhead obstruction.
- Documentary proof of procurement of Surety bond or public liability insurance.

Local Fire Code Authority

Authority Having Jurisdiction Spokane County Fire District 3

Name of Permitting Official Dustin Flock

Title Divison Chief, Fire Prevention Phone No. 509-235-6645

Permit Granted: ☐ Yes ☒ Yes, with Restrictions (see "Notations" below) ☐ No

Restrictions/Notations The Fire Chief or designee maintains the right to cancel the display of fireworks due to weather and/or wildfire danger.

Dustin Flock

Signature of Permitting Official

4/18/2025

Date of Approval

Permit Number

If approved, this permit is granted for the date and time noted herein under the authority of the International Fire Code in accordance with Revised Code of Washington 70.77 and all applicable rules and ordinances pertaining to fireworks in this jurisdiction. This permit is INVALID unless in the possession of a properly licensed Pyrotechnic Operator, who is responsible for any and all activities associated with the firing of this show.

MUST BE APPROVED BY THE AUTHORITY HAVING JURISDICTION

THIS FORM IS INTENDED FOR USE BY LOCAL AUTHORITIES HAVING JURISDICTION (AHJ) IN THE EVENT THEY DO NOT HAVE A PERMIT FORM SPECIFIC FOR RETAIL FIREWORKS SALES AT A CONSUMER FIREWORKS RETAIL SALES (CFRS) FACILITY. IT IS NOT MEANT TO BE REQUIRED IN ADDITION TO OR IN LIEU OF ANY LOCAL PERMITTING FORM AND/OR PROCESS THAT MAY EXIST WITH THE LOCAL AHJ.

Directions: Provided the local jurisdiction has no permit form of their own, complete this permit application and submit it with the local AHJ portion of your Retail Fireworks Stand License to the jurisdiction in which you wish to run your CFRS facility.

WASHINGTON STATE FIREWORKS RETAIL SALES PERMIT APPLICATION

Applicant Information		
<input checked="" type="checkbox"/> New/First Time Applicant <input type="checkbox"/> Previous Permit Holder		
THE GOOD STUFF FIREWORKS Name of Group, Organization, or Person (Last, First, Middle Initial) Issued the Fireworks Retailer License		
TRAVIS J FOLAND Name of Permit Applicant (Last, First, Middle Initial)		
7422 S. Dana St. Cheney, WA 99004 Permit Applicant Mailing Address (Complete including Street, City, State, and ZIP Code)		
509) 701-8132 Phone Number	Tfoland54@gmail.com E-Mail Address	() Local Business Number (If required)
CFRS Facility Information		
<input type="checkbox"/> Stand <input checked="" type="checkbox"/> Tent Other: _____ Size: 20X20 Specify _____ Square Feet/Dimensions		
622 E. SR 902 Hwy, Medical Lake, WA 99022 CFRS Facility Address (Complete including Street, City, State, and ZIP Code)		
RSR Tractor, LLC Jonathan Huettner (509) 299-2804 Name of Property Owner or Authorized Representative	Phone Number	14181.0016 Parcel Number for Stand Location
Fireworks Supplier Information List all of the licensed fireworks wholesalers who will be supplying this stand product		
Storage Information		
<input type="checkbox"/> On Site <input checked="" type="checkbox"/> Off Site: 6118 S. Craig Rd., Medical Lake, WA 99022 Storage Address (Complete including Street, City, State, and ZIP Code)		
<input type="checkbox"/> Sales Structure <input type="checkbox"/> Detached Building <input checked="" type="checkbox"/> Truck/Trailer <input type="checkbox"/> Other: _____ Specify _____		
CHECKLIST FOR SUBMISSION Check with the local AHJ for all applicable submission dates and deadlines:		
<input type="checkbox"/> Application/Permit Fee <input type="checkbox"/> Insurance Certificate (\$1,000,000) <input type="checkbox"/> Clean-Up Bond Fee (if applicable)		
<input type="checkbox"/> Valid Washington State Fireworks Retailer License <input type="checkbox"/> Property Owners Written Permission		
<input type="checkbox"/> Detailed Site Plan <input type="checkbox"/> Interior Plan (required for tents and "other" facilities)		

I hereby certify the information in this application is true and correct. I am aware of and agree to comply with all relevant provisions of law, rule, and any ordinance of the state of Washington and the city/county permitting this CFRS Facility.



Signature of Permit Applicant

Travis Foland

Printed Name of Permit Applicant

6/6/25

Date of Signature

FIRE CODE AUTHORITY HAVING JURISDICTION

☒ APPROVED

☐ DENIED

Permit Number

Spokey County Fire District #3

Approved By

6/11/2025

Date of Approval

SEE BACK OF THIS FORM FOR ANY RESTRICTIONS, CONDITIONS, OR NOTATIONS ON THIS PERMIT



Signature of Permitting Official

Dustin Flock Division Chief

Printed Name and Title

6/11/2025

Date of Signature

THE FIREWORKS RETAILER LICENSE HOLDER (LICENSEE) SHALL RETAIN THIS PERMIT WITH THE ASSOCIATED FIREWORKS RETAILER LICENSE AND MAKE THEM BOTH AVAILABLE FOR INSPECTION AT ANY TIME THE STAND IS IN OPERATION

**CITY OF MEDICAL LAKE
SPOKANE COUNTY, WASHINGTON
RESOLUTION NO. 25-757**

**A RESOLUTION OF THE CITY OF MEDICAL LAKE UPDATING THE SIX (6) YEAR
TRANSPORTATION IMPROVEMENT PROGRAM FOR 2026 THROUGH 2031.**

WHEREAS, pursuant to RCW 35.77.010, the City of Medical Lake, Spokane County, Washington ("City") has prepared a six (6) year Transportation Improvement Program ("TIP") for the years 2026-2031; and

WHEREAS, the City of Medical City Council found the TIP to be in compliance with the City's Comprehensive Plan; and

WHEREAS, the City will utilize state and federal grants and low interest loans as necessary to supplement its financial resources, and such anticipated funding is incorporated in the TIP; and

WHEREAS, under RCW 35.77.010, the Medical Lake City Council held a public hearing on the updated TIP at City Hall, Medical Lake, Washington, on June 3, 2025.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Medical Lake that the updated TIP is hereby adopted; and

BE IT FURTHER RESOLVED, that a copy of the updated TIP, together with a copy of this Resolution, shall be filed with the Office of the Secretary, Washington State Department of Transportation; and

BE IT FURTHER RESOLVED, that City staff is authorized to apply for state and federal grants and low-interest loans in support of and consistent with the projects identified in the updated TIP.

Approved by the City Council this 17th day of June, 2025.

Terri Cooper, Mayor

ATTEST:

Koss Ronholt, Clerk/Treasurer

APPROVED AS TO FORM:

Sean P. Boutz, City Attorney

CITY OF MEDICAL LAKE, WASHINGTON

DRAFT SIX YEAR TRANSPORTATION IMPROVEMENT PLAN (2026-2031)

Project Number	Project	Start	End	Project Cost Est.	Potential Funding Sources
Roadway Corridor Improvements:					
2026-01	Lefevre St. Restriping	James St.	Idaho St.	\$690,552.00	TIB
2026-04	Evergreen Dr. Scrub and Fog Seal	S. Hallett	Legg St.	\$19,344.00	FEMA
2026-05	E. Stanley Dr. Scrub and Fog Seal	Legg St.	S. Silverlake Ave.	\$29,120.00	FEMA
2026-06	S. Silver Lake Ave. Scrub and Fog Seal	Evergreen	E. Stanley Dr.	\$16,640.00	FEMA
2026-07	E Lakeshore Dr.	Pineview	East/End	\$12,480.00	FEMA
2026-08	Pineview Scrub and Fog seal	S. Stanley Dr.	Lakeshore Dr.	\$7,696.00	FEMA
2026-09	Fancher Connection	SR 902	W. Fancher Rd.	\$17,016.00	TIB
2026-10	W. Fancher Rd.	Pine St.	WML Boat Launch	\$39,600.00	TIB
Intersection Improvements:					
2026-02	SR 902 and Stanley Intersection Improvements			\$350,000.00	SRTC/TIB/Grant
2026-03	SR 902/Brooks Rd/Lefevre St. Roundabout			\$500,000.00	WSDOT/TIB/Grant
2028-01	Lefevre St. and Lake St. Intersection Improvements			\$500,000.00	WSDOT/TIB/Grant
Other Planned Projects:					
2026-11	ADA Access to Fox Hollow Trail at Tara Lee			\$10,000.00	City/WCIA
2026-12	Fox Hollow Trail Repair and Overlay			Brooks Rd.	Tara Lee Ave.
2027-04	SR 902 Pedestrian Improvements	Lefevre St.	N. Stanley St.	\$1,400,000.00	Complete Streets/TIB
2027-05	Stanley St. Pedestrian Improvements	SR 902	Campbell St.	\$500,000.00	Safe Routes to Schools
2027-03	Campbell St. Pedestrian Improvements	Lefevre St.	Prentis St.	\$200,000.00	Safe Routes to Schools
2028-01	Barker Rd. Pedestrian Improvements	Stanley St.	N. Silver Lake Ave	\$100,000.00	City
2029-01	Brooks Rd. Pedestrian Improvements	San Salvador St.	Lefevre St.	\$250,000.00	Complete Streets/TIB

**CITY OF MEDICAL LAKE
SPOKANE COUNTY, WASHINGTON
RESOLUTION NO. 25-758**

**A RESOLUTION OF THE CITY OF MEDICAL LAKE APPROVING AN
INTERLOCAL AGREEMENT BETWEEN THE CITY OF AIRWAY HEIGHTS
AND THE CITY OF MEDICAL LAKE FOR THE PROVISION OF MUNICIPAL
COURT SERVICES AND FACILITIES**

WHEREAS, on December 15, 2021, the City of Medical Lake (“City”) entered into an interlocal agreement with the City of Cheney, Washington to provide the City with certain court services and facilities; and

WHEREAS, the City is desirous of terminating the interlocal agreement with the City of Cheney and entering into a new Interlocal Agreement Between the City of Airway Heights and the City of Medical Lake for the Provision of Municipal Court Services and Facilities (“Agreement”); and

WHEREAS, pursuant to RCW 39.34, local governmental entities may jointly cooperate with each other to perform functions which each may individually perform; and

WHEREAS, the Agreement contains 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 termination of the interlocal agreement with the City of Cheney, as provided for in said agreement. The City Council also approves the Agreement between the City of Medical Lake and City of Airway Heights 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 June, 2025.

Terri Cooper, Mayor

Attest:

Approved as to Form:

Koss Ronholt, City Clerk

Sean P. Boutz, City Attorney

**INTERLOCAL AGREEMENT BETWEEN THE CITY OF AIRWAY HEIGHTS
AND THE CITY OF MEDICAL LAKE FOR THE PROVISION OF MUNICIPAL
COURT SERVICES AND FACILITIES**

RECITALS

- A. The City of Airway Heights ("Airway Heights") is a non-charter code city under the laws of the State of Washington.
- B. The City of Medical Lake ("Medical Lake") is a non-charter code city under the laws of the State of Washington.
- C. Airway Heights and Medical Lake may be individually referred to herein as a "Party" or collectively as the "Parties."
- D. Each of the Parties to this Agreement is authorized under Washington law to create and operate a municipal court pursuant to RCW 3.50.
- E. The Interlocal Cooperation Act, RCW 39.34, authorizes public agencies to contract with one another to perform any act that each is independently authorized to perform.
- F. RCW 3.62.070, 39.34.180 and 3.50.805 each expressly or by implication authorize cities to enter into interlocal agreements for municipal court services.
- G. Airway Heights created a municipal court pursuant to the provisions of RCW 3.50.
- H. The City of Medical Lake desires to obtain municipal court services and the use of facilities from Airway Heights to adjudicate criminal charges, civil matters and infractions in conformance with Medical Lake Ordinances, state law, court rules, and other governmental authorities.

- I. On or about December 15, 2021, the City of Medical Lake (“Medical Lake”) executed an Interlocal Agreement between the City of Cheney and the City of Medical Lake for the Provision of Court Services and Facilities whereby, amongst other things, Cheney agreed to provide municipal court services to Medical Lake (the “Cheney-Medical Lake Interlocal Agreement”).
- J. Airway Heights and Medical Lake desire to contract for municipal court services on the terms and conditions set forth in this Agreement.
- K. The Parties enter this Agreement in consideration of the mutual covenants and promises set forth in this Agreement, the mutual benefits to be derived by each, and in the exercise of authority granted by the Interlocal Cooperation Act, RCW 39.34.

AGREEMENT

1. **Purpose of Agreement.** The purpose of this Agreement is to contract for the provision of certain municipal court services by Airway Heights to Medical Lake, through the use of the facilities, materials, and personnel of the Airway Heights Municipal Court, to the extent permitted by law, for the filing and processing of Medical Lake’s civil, traffic or other infractions and criminal citations; to set forth compensation to be paid by Medical Lake for such services; and to specify the responsibilities of Airway Heights and Medical Lake respectively for such municipal court services.

2. **Filing of Medical Lake Municipal Court Cases.** All Medical Lake Municipal Court cases, which shall include all notices of infractions and criminal complaints or citations alleging violations of Medical Lake Ordinances, state law, court rules, and other

governmental authorities, shall be filed in the Airway Heights Municipal Court for processing under this Agreement. A case filed by Medical Lake shall be identified as a Medical Lake case.

3. **Municipal Court Services Provided by Airway Heights.** All personnel of the Airway Heights Municipal Court, including the municipal judge and court administrator shall be employees of Airway Heights, which shall be responsible for all compensation, benefits, and taxes of any nature related to their employment. Airway Heights shall provide municipal court facilities and services for the processing of Medical Lake cases in the same manner and at the same level of service as Airway Heights provides for the same type of cases originating in Airway Heights, including but not limited to the following:

3.1 Court Staff. Airway Heights shall provide court staff necessary to process all criminal and civil citations filed by Medical Lake, including but not limited to a municipal judge as set forth below. Airway Heights shall provide a level of service the same as that provided for Airway Heights cases and that which is necessary for the efficient processing of all municipal cases. By way of illustration and not by limitation, this "processing" shall include the issuance of all summonses, warrants, maintenance of court cases, and processing of all fines and forfeitures for municipal cases. Processing shall also include filing, adjudication and penalty enforcement of all Medical Lake cases filed, or to be filed, by Medical Lake in Municipal Court, including, but not limited to, the issuance of arrest warrants, setting motions and evidentiary hearings, discovery matters, bench and jury trials, sentencing, post-trial motions, the duties of municipal court regarding appeals and all local court services imposed by state statute, court rule, Medical Lake Ordinance, or other

regulation as now existing or hereafter amended. The court staff shall utilize the computer/information system(s) provided by the Administrative Office of the Courts as appropriate for municipal cases.

3.2 Municipal Judge. Airway Heights shall appoint a qualified judge who shall preside over and hear Medical Lake municipal cases. The Medical Lake City Administrator may provide input to the Airway Heights City Manager in connection with the selection and/or reappointment of any municipal judge, provided the final decision on appointment or reappointment shall be made by Airway Heights. The Mayor of Medical Lake shall appoint and the Medical Lake City Council shall confirm any subsequently appointed or reappointed judge as the judge of the Medical Lake Municipal Court. Any commissioners and/or judges pro tem of Airway Heights, to the extent appointed by Airway Heights, shall by virtue of such appointment be commissioners and/or judges pro tem of the Medical Lake Municipal Court. The Parties acknowledge that the municipal judge may be removed from office only in accordance with the provisions of RCW 3.50.095. Removal of the judge for 'misconduct or malfeasance in office' shall be considered a breach of a material term of this Agreement and may result in termination of the Agreement, if not cured, pursuant to Section 25.

3.3 Prosecution. Airway Heights shall be responsible for providing prosecution services for all Medical Lake Municipal Court cases, at the same level of service as that provided for Airway Heights cases.

3.4 Public Defender. Airway Heights shall provide public defender services, at the same level of service as that provided for Airway Heights cases. Airway

Heights shall provide screening services to determine whether a Medical Lake defendant qualifies for public defense services. The Municipal Court judge may appoint a public defender if it is determined that the defendant is indigent.

3.5 Court Security. Airway Heights shall provide all courtroom security services.

3.6 Probation. Airway Heights shall provide probation services, including pretrial evaluation, compliance monitoring, and individual accountability which shall be paid for by the individual defendant.

3.7 Supplies and Forms. Airway Heights shall provide all forms and paperwork necessary for processing Medical Lake Municipal Court cases. By way of illustration and not limitation, these include case setting forms, infraction hearing forms, warrants and general office supplies.

3.8 Language Interpretation. Airway Heights shall provide and pay for all language interpretation services for defendants.

3.9 Electronic Home Monitoring and Secure Continuous Remote Alcohol Monitoring. Airway Heights shall provide and pay for electronic home monitoring and secure continuous remote alcohol monitoring only in the event the defendant is determined indigent by the Municipal Court.

3.10 Collection for Nonpayment. Airway Heights shall, through the same collection process as is used for Airway Heights cases, collect all fines and fees past due for Medical Lake cases. Additionally, upon termination of the Cheney-Medical Lake Interlocal Agreement, Medical Lake will have all outstanding collection cases transferred to Airway

Heights from Cheney for further collection as is used for Airway Heights cases.

3.11 Miscellaneous Equipment, Facility and Utility Costs. Airway Heights shall provide and maintain all equipment such as copiers, computers, printers, and other equipment necessary for the processing of municipal cases. Airway Heights shall provide the use of the Airway Heights courtroom, all office space necessary for the processing of municipal cases, and associated janitorial services, facility insurance, building repair and maintenance, and related expenses. Airway Heights shall be responsible for payment of all utility charges such as power, water, sewer, solid waste and telephone services for any portion of the facility or facilities utilized to process municipal cases located within the corporate limits of the City of Airway Heights.

3.12 Medical Lake Municipal Court Calendar. A Medical Lake Municipal Court calendar shall be scheduled at such times and dates as are compatible with the existing court calendars, the schedule of the judge, the schedule of the prosecutor and the schedule of the public defender. Matters heard on the regularly scheduled Medical Lake municipal calendar shall be pre-trial hearings, motions, bench trials, review, revocation and sentencing hearings. Jury trials will be scheduled as needed. Release hearings and arraignment hearings for Medical Lake defendants may be held on other days consistent with the procedure for Airway Heights arraignments and release hearings.

3.13 Quarterly Reporting. Airway Heights shall provide to Medical Lake a quarterly caseload report. The caseload report will provide the following information: Filings by case type, dismissals, number and type of hearings, trial settings and type of trial set, number of cases disposed during report period, number of deferred prosecutions, appeals to

superior court and total revenue.

4. **Municipal Court Services Provided by Medical Lake; Duties of Medical Lake.** The following municipal court services or related services shall be provided by Medical Lake:

4.1 Domestic Violence Advocate Services and Costs. Medical Lake shall be responsible for obtaining or providing domestic violence advocate services and shall be responsible for payment of all domestic violence advocate services and related costs.

4.2 Incarceration Services and Costs. Medical Lake shall be responsible for obtaining or providing its own incarceration services and shall be responsible for payment of all incarceration and related costs.

4.3 Prisoner Transportation Services and Costs. Medical Lake shall be responsible for obtaining or providing its own prisoner transportation services and shall be responsible for payment of all prisoner transportation and related costs.

4.4 Warrants and Records Services and Costs. Medical Lake shall be responsible for obtaining or providing its warrants and records services and shall be responsible for payment of all warrants and records and related costs.

4.5 Court Facility/Kiosk. Medical Lake may provide a kiosk and all related facilities reasonably necessary for persons to appear virtually in Airway Heights Municipal Court while physically located at Medical Lake City Hall and/or Medical Lake Municipal Court.

4.6 Filing of Citations. Criminal citations and infractions issued by Medical Lake shall be delivered to the Airway Heights Municipal Court clerk for filing in the Airway Heights Municipal Court within two (2) business days after the violation or issuance of the

citation. If a person is booked into a jail facility, Medical Lake shall provide the citation and police report to the Airway Heights Municipal Court clerk no later than 8:00 a.m. of the current day, or next day as may be applicable based on the timing of the booking.

4.7 Execution of Search Warrants. Whenever Medical Lake executes a search warrant, Medical Lake shall contact the Airway Heights Municipal Court and make a return on the search warrant as soon as possible.

4.8 Appeals. In the event of an appeal of a Medical Lake case, Medical Lake shall be charged the fee to file a notice of appeal and the costs for preparing and/or copying any court records.

4.9 Jury Fees and Costs. Medical Lake shall pay for all jury fees and related costs for Medical Lake cases.

4.10 Entry Into this Agreement. Medical Lake shall take all action necessary or reasonably necessary to enter into, execute and deliver this Agreement, including but not limited to any termination of the Cheney-Medical Lake Interlocal Agreement, any notice that may be required by RCW 3.50.805, or other actions or notices that may be necessary or proper under applicable state or local law.

5. Compensation.

5.1. Filing Fees. Medical Lake shall compensate Airway Heights for providing all services specified in Section 3 of this Agreement by payment of a filing fee on a per case basis. For each criminal citation filed in 2026, Medical Lake shall pay Airway Heights a filing fee of **\$1,285.00**. For each traffic or non-traffic infraction filed in 2026, Medical Lake shall pay Airway Heights a filing fee of \$25.00. For each parking infraction

filed in 2026, Medical Lake shall pay Airway Heights \$15.00. These fees shall be paid regardless of whether the cases are later dismissed without a full adjudication. Medical Lake shall additionally pay Airway Heights all other costs as specified as the responsibility of Medical Lake as set forth in this Agreement. In the event any case is placed into Community Court, the filing fee shall be refunded as quickly as possible.

5.2. Compensation for Transition. Medical Lake shall pay Airway Heights \$200.00 per hour to transition cases and files to the Airway Heights Municipal Court. All hourly billings under this Section 5.2 shall be made in tenth of the hour increments.

6. **Adjustment of Filing Fees.** For the calendar year 2027 and each subsequent year this Agreement remains in effect, filing fees shall be invoiced to Medical Lake based upon Airway Heights' estimated case cost for criminal cases, infractions and parking cases (the "Estimated Case Cost"). Airway Heights shall present Medical Lake with the Estimated Case Cost via email on or before September 30 of each year. In the event Airway Heights fails to present the Estimated Case Cost, cases shall be invoiced at the higher of the amount set forth in Section 5 or the prior year's Estimated Case Cost. Medical Lake may terminate this Agreement between September 30 and October 31 of each year by providing written notice of termination pursuant to this Section 6 objecting to the Estimated Case Cost. Any termination under this Section 6 shall be effective as of December 31 of the applicable year. Absent written notice of termination by Medical Lake, Airway Heights shall invoice filing fees to Medical Lake per case, and Medical Lake shall pay such invoices based upon the Estimated Case Cost.

7. **Payment of Compensation.** Airway Heights shall bill Medical Lake monthly for amounts due under this Agreement. Medical Lake shall pay the amount due within 30 days

of receipt. However, if Medical Lake has a good faith dispute with the amount of the invoice such disputed amount may be withheld, but all non-disputed amounts shall be paid within the time frame set forth in this Section.

8. **Disbursal of Local Court Revenues to Medical Lake.** Pursuant to RCW 3.50.100, Medical Lake shall receive one hundred percent (100%) of Local Court Revenues from Medical Lake Municipal Court cases, excluding revenues which are not able to be disbursed by statute, probation revenues received at the municipal court and excluding restitution or reimbursement to Medical Lake or a crime victim, or other restitution as may be awarded by a judge. For purposes of this Section, “Local Court Revenues” include all fines, forfeited bail, penalties, court cost recoupment and parking ticket payments derived from Medical Lake Municipal Court cases after payment of any and all assessments required by state law thereon. Local Court Revenues include all revenues as defined herein received by the Airway Heights Municipal Court for Medical Lake cases as of January 1, 2026.

9. **Payment of State Assessments.** Medical Lake shall pay all amounts due and owed to the State of Washington relating to Medical Lake cases filed at Airway Heights Municipal Court out of the gross court revenues received by the Airway Heights Municipal Court on Medical Lake Municipal Court cases. Airway Heights assumes no responsibility for making such payment to the State.

10. **Monthly Reporting and Payment of Local Court Revenues.** Airway Heights shall provide Medical Lake a monthly remittance report and a check or wire transfer for Local Court Revenues no later than 30 business days after the end of each calendar month.

11. **Factors Considered.** In entering into this Agreement, Airway Heights and Medical Lake have considered, pursuant to RCW 39.34.180, the anticipated costs of services,

anticipated and potential revenues to fund the services, including fines and fees, filing fee recoupment, criminal justice funding, and state sales tax funding.

12. **Medical Lake Ordinances, Rules and Regulations.** In executing this Agreement, Airway Heights does not assume liability or responsibility for or in any way release Medical Lake from any liability or responsibility which arises in whole or in part from the existence or effect of Medical Lake Ordinances, rules, or regulations, policies or procedures. If any cause, claim, suit, action or administrative proceeding is commenced in which the enforceability and/or validity of any Medical Lake Ordinance, rule, or regulation is at issue, Medical Lake shall defend the same at its sole cost and expense and if judgment is entered or damages are awarded against Airway Heights, Medical Lake, or both Medical Lake and Airway Heights, Medical Lake shall satisfy the same, including all chargeable costs and attorneys' fees.

13. **Indemnity.** The Parties shall each indemnify the other as follows:

13.1 **Airway Heights Indemnity.** Airway Heights shall protect, defend, indemnify and save harmless Medical Lake, its officers, elected officials, agents, volunteers and employees from any and all costs, claims, judgments, or awards of damages (including costs and all attorney fees), arising out of or in any way resulting from the negligent acts, errors or omissions of Airway Heights, its officers, employees and agents in performing this Agreement.

13.2 Medical Lake Indemnity. Medical Lake shall protect, defend, indemnify and save harmless Airway Heights, its officers, employees and agents from any and all costs, claims, judgments or awards of damages, arising out of or in any way resulting from the negligent acts, errors or omissions of Medical Lake, its officers, employees or agents in performing this Agreement.

13.3 Survival of Indemnitees. The provisions of this Section shall survive the expiration or termination of this Agreement. No obligation shall exist to indemnify for injuries caused by or resulting from events occurring after the last day of court services under this Agreement.

14. **Actions Contesting Agreement.** Each Party shall appear and defend any action or legal proceeding brought to determine or contest: (i) the validity of this Agreement and/or (ii) the legal authority of Airway Heights and/or Medical Lake to undertake the activities contemplated by this Agreement. If any Parties to this Agreement are not named as parties to the action, the Party named shall give the other Party prompt notice of the action and such Party shall move to intervene. Subject to the indemnities set forth in Section 13, each Party shall bear any costs and expenses taxed by the court against it separately, provided, any costs and expenses assessed by a court against all or multiple Parties to this Agreement jointly shall be shared equally.

15. **Financing.** There shall be no financing of any joint or cooperative undertaking pursuant to this Agreement. There shall be no budget maintained for any joint or cooperative undertaking pursuant to this Agreement.

16. **Property.** This Agreement does not provide for the acquisition, holding or disposal of real or personal property. Title to any property acquired by any Party in the

performance of this Agreement shall remain with the acquiring Party upon termination.

17. **Administration of Agreement.** No separate legal or administrative entity is created by this Agreement. To the extent necessary, this Agreement shall be administered by the Airway Heights City Manager and/or his/her designee, and the Medical Lake City Administrator and/or his/her designee.

18. **Dispute Resolution.** It is the Parties' intent to resolve any disputes relating to the interpretation or application of this Agreement informally through direct discussions at the staff level. If a dispute arises from or relates to this Agreement or the breach thereof and if the dispute cannot be resolved through direct discussions, the Parties agree to endeavor first to settle the dispute in an amicable manner by mediation administered by a mediator under the American Arbitration Association's Rules before resorting to arbitration. The mediator may be selected by agreement of the Parties or through the American Arbitration Association. Following mediation, any unresolved controversy or claim arising from or relating to this Agreement or breach thereof shall be settled through arbitration which shall be conducted under the American Arbitration Association's Arbitration Rules. The arbitration shall be final and binding pursuant to RCW 7.04A. The arbitrator may be selected by agreement of the Parties or through the American Arbitration Association. All fees and expenses for mediation or arbitration shall be borne by the Parties equally. However, each Party shall bear the expense of its own counsel, experts, witnesses, and preparation and presentation of evidence.

19. **Independent Contractor.** Each Party to this Agreement is an independent contractor with respect to the subject matter herein. Nothing in this Agreement shall make

any employee of Medical Lake an Airway Heights employee for any purpose, including, but not limited to, for withholding of taxes, payment of benefits, worker's compensation pursuant to Title 51 RCW, or any other rights or privileges accorded Airway Heights employees by virtue of their employment. Nothing in this Agreement shall make any employee of Airway Heights a Medical Lake employee for any purpose, including but not limited to for withholding taxes, payment of benefits, worker's compensation pursuant to Title 51 RCW, or any other rights or privileges accorded Medical Lake employees by virtue of their employment. At all times pertinent hereto, employees of Airway Heights are acting as Airway Heights employees, and employees of Medical Lake are acting as Medical Lake employees.

20. **Notices.** Any notice given hereunder shall be deemed sufficient, if in writing and delivered personally to the addressee, or sent by certified or registered mail, return receipt requested, addressed as follows, or to such other address as may be designated by the addressee by written notice to the other Party:

To Airway Heights: City Manager
 City of Airway Heights
 13120 W. 13th Avenue
 Airway Heights, WA 99001

To Cheney: City Administrator
 City of Medical Lake
 124 S. Lefevre St
 Medical Lake, WA 99022

21. **Partial Invalidity.** Whenever possible, each provision of this Agreement shall be interpreted in such a manner as to be effective and valid under applicable law. Any provision

of this Agreement which shall prove to be invalid, void or illegal shall in no way affect, impair, or invalidate any other provisions hereof, and such other provisions shall remain in full force and effect.

22. **Assignability.** The rights, duties, and obligations of any Party to this Agreement shall not be assignable.

23. **Entire Agreement.** This Agreement contains the entire understanding between the Parties and supersedes any prior understandings and agreements between them regarding the subject matter hereof. There are no other representations, agreements, or understandings, oral or written, between the Parties hereto relating to the subject matter of this Agreement. No amendment of, or supplement to, this Agreement shall be valid or effective unless made in writing and executed by the Parties hereto.

24. **Duration, Merger and Effective Date.** Upon execution by all Parties and compliance with RCW 39.34.040, this Agreement shall become effective as of January 1, 2026 and shall be implemented as provided herein. This Agreement supersedes any prior interlocal agreement(s) between the Parties for court services. All prior understandings, written or oral are merged with its provisions. The term of this Agreement shall commence January 1, 2026 and shall expire on December 31, 2029, unless terminated earlier pursuant to Section 6 or Section 25. This Agreement shall be automatically renewed and extended for successive additional one-year periods upon the same terms and conditions set forth herein, or as amended in writing, unless terminated in accordance with Section 6 or Section 25. The Parties shall, upon request of either party, periodically review the terms of this Agreement during the first quarter of any applicable year, prior to renewal.

25. **Termination of Agreement.** Any Party may give notice of termination for cause based on the breach of any material provision of this Agreement by the other Party or Parties which remains uncured for thirty (30) days, provided, the Agreement shall remain in full force and effect until the conclusion of Dispute Resolution pursuant to Section 18. Any Party may provide written notice of its intent to terminate this Agreement without cause not less than 12 months prior to expiration of this Agreement or any renewal term thereof. Notice of termination without cause given in accordance with this Section is not subject to Section 18. In the event of termination of this Agreement, the Parties will work cooperatively to ensure the orderly transition of cases from Airway Heights Municipal Court to the new venue. If appropriate, this transition may involve compensation, on a case-by-case basis, for cases left "open" after termination of this Agreement and after transition to the new venue.

26. **Recording of Agreement.** Consistent with RCW 39.34.040, this Agreement shall be filed for recording with Spokane County or posted on the Parties' respective websites.

27. **General Provisions.**

27.1 Invalidity. Any provision of this Agreement which is declared invalid or illegal shall in no way affect or invalidate any other provision.

27.2 No Waiver. Failure of a Party to declare any breach or default immediately upon the occurrence thereof, or delay in taking any action in connection with, shall not waive such breach or default.

27.3 Time is of the Essence. Time is of the essence of this Agreement and each and all of its provisions in which performance is a factor.

27.4 Joint Preparation of Agreement. The Parties participated jointly in the negotiation and preparation of this Agreement, and each has had the opportunity to obtain the advice of legal counsel and to review, comment upon, and redraft this Agreement. Accordingly, it is agreed that no rule of construction shall apply against any Party or in favor of any Party, shall be construed as if the Parties jointly prepared this Agreement, and any uncertainty or ambiguity shall not be interpreted against any one Party and in favor of the other.

27.5 Incorporation of Recitals. The recitals set forth above are incorporated into and are terms of this Agreement.

27.6 Interpretation of Terms. All words used in the singular shall include the plural where appropriate; and the present tense, past tense or future tense shall include the present tense, past tense or future tense where appropriate.

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

27.8 Governing Law and Venue. This Agreement shall be construed within and governed by the laws of the State of Washington. The Parties acknowledge and agree that the exclusive venue for any suit relating to this Agreement, including enforcement of any arbitration award, shall be the Spokane County Superior Court.

27.9 Facsimile/Electronic Signatures. This Agreement may be executed by facsimile or electronic signature(s), and such facsimile or electronic signature(s) shall constitute an original for all purposes.

28. **Identification of RCW 39.34 Provisions.**

Purpose: See Section 1.

Duration: See Section 24.

Organization of Separate Entity and Its Powers: See Section 17.

Responsibilities of the Parties: See provisions above, including Sections 3 and 4.

Agreement to be Filed: See Section 26.

Financing: See Sections 5, 6, 7 and 15.

Termination: See Sections 6, 24 and 25.

Property Upon Termination: See Section 16.