

CITY OF MEDICAL LAKE
City Council Regular Meeting

6:30 PM
June 17, 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

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

Administration & Staff

Terri Cooper, Mayor
Sonny Weathers, City Administrator
Thomas Rohrer, Legal Counsel
Steve Cooper, WWTP
Koss Ronholt, Finance Director
Glen Horton, Parks & Recreation Director
Roxanne Wright, 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. Council member Kennedy's absence was approved at the previous meeting. All other council members were present in person.

2. AGENDA APPROVAL

- A. Mayor Cooper requested to replace the Municipal Court ILA under 9B with an amended version (see attached). Motion to approve addition made by Councilmember Speirs, seconded by Councilmember Shaffer, carried 6-0.
- B. Motion to approve agenda as amended made by Councilmember Olson, seconded by Councilmember Shaffer, carried 6-0.

3. INTERESTED CITIZENS: AUDIENCE REQUESTS AND COMMENTS

- A. Mayor Cooper acknowledged receipt of a written citizen comment. 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. Public Safety

- i. Chief Rohrbach, FD3 – Fire season is here, Canada and the Dalles are experiencing significant fires. Could be indicative of what we may see. Weather will be biggest determining factor in severity of fire season. Will likely move to High fire danger soon with restrictions. High call volume seems to be specific to DSHS facility.

B. Committee Reports/Council Comments

- i. Councilmember Pritchard – attended HCDAC meeting, very disappointed in the proposed allocation by Spokane County of the 44 million in disaster recovery funds that were supposed to go to the recovery efforts in Medical Lake and Elk. The action plan ignores citizen concerns and requests from Medical Lake and Elk. Recommended citizens go to the HCDAC website and reach out Kyle Twohig, as well as senators to voice concerns. Money isn't going where it was supposed to. Mayor thanked Councilmember Pritchard for being there to represent Medical Lake and encouraged citizens to reach out to federal delegates. Reiterated that the funds were supposed to be for disaster recovery. Comment period is open until July 14th.
 - ii. Councilmember Shaffer – Finance Committee – reviewed normal claim warrants, big amounts but all explained with the Lefevre St. project.
 - iii. Councilmember Speirs – no report.
 - iv. Councilmember Maxwell – Updated on the Lefevre Street Complete Streets project. Work is finishing up. Lake Street ADA project will begin soon. Street crews repairing potholes to prepare for scrub seal. Well levels look good.
 - v. Councilmember Olson – Safety Committee – Lefevre Street looks great, speed trailers being charged and will be placed on S. Hallett, hydrant flushing still in progress. Thank you to EWU team for water sampling. WWTP safety programs under way.
 - vi. Councilmember Harbolt – attended SRTC meeting in place of Councilmember Kennedy. Busy agenda discussing many upcoming projects.
- C. Mayor Cooper – pleased with Lefevre Street project. Lots of positive feedback from citizens. Work is continuing on the kitchen, costs are increasing, and may need to be phased in.
- D. City Administrator & City Staff
- i. Sonny Weathers, City Administrator – congratulated 2025 grads. Thanked Council for attending the Strategic Planning retreat, will process all input. Ribbon cutting for Lefevre Street project will be done Saturday the 21st around 9:45 am prior to the opening and Founders Day parade. Founders Day festival kickoff is Friday night with Linger at the Lake concert at 8 pm with fireworks after. Addressed the disaster recovery funds. Those funds can only be used for the disasters outlined in the application which would be Elk and Medical Lake.

6. WORKSHOPS – None.

7. ACTION ITEMS

A. Consent Agenda

- i. Approve **June 3, 2025**, minutes.
 - 1. Motion to approve made by Councilmember Olson, seconded by Councilmember Shaffer, carried 6-0.
- 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**.
 - 1. Motion to approve made by Councilmember Shaffer, seconded by Councilmember Maxwell, carried 6-0.

B. COML Fireworks Display for July 3, 2025

- i. Motion to approve made by Councilmember Pritchard, seconded by Councilmember Shaffer, carried 6-0.

C. Retail Fireworks Permit Application – Good Stuff Fireworks

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

8. PUBLIC HEARINGS – None.

9. RESOLUTIONS

A. 25-757 6-Year TIP Update

- i. Motion to approve made by Councilmember Shaffer, seconded by Councilmember Harbolt, carried 6-0.

B. 25-758 Municipal Court Agreement

- i. Mr. Weathers reviewed the amendments to the ILA that were made after the agenda packet was put together. All council members were provided with the updated agreement.
 - 1. Motion to add “not to exceed \$1542” under Section 5.1 at the bottom of page 8 made by Councilmember Speirs, seconded by Councilmember Shaffer, carried 6-0.
- ii. Councilmember Shaffer noted that the new agreement would bring an approximate \$40,000 cost savings for the city.
- iii. Motion to approve as amended made by Councilmember Speirs, seconded by Councilmember Pritchard, carried 6-0.

10. ORDINANCES – none

11. EXECUTIVE SESSION - none

12. EMERGENCY ORDINANCES - none

13. UPCOMING AGENDA ITEMS

- A. Councilmember Speirs asked for an update on security cameras. Mr. Weathers replied that he just received an email with an update and will report back. Coney Island dock project meeting scheduled for June 30th with anticipated completion of the project by July 4th.

14. INTERESTED CITIZENS: AUDIENCE REQUESTS AND COMMENTS - none

15. CONCLUSION

- A. Motion to conclude at 7:23 pm made by Councilmember Pritchard, seconded by Councilmember Shaffer, carried 6-0.


Terri Cooper, Mayor


Koss Ronholt, Finance Director/City Clerk

7/1/2025
Date

**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.

~~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.~~

- H. On or about December 15, 2021, ~~Cheney and 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, the City of Cheney agreed to provide municipal court services to Medical Lake (the “Cheney-Medical Lake Interlocal Agreement”).
- I. Airway Heights and Medical Lake desire to contract for municipal court services on the terms and conditions set forth in this Agreement.
- J. 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 ~~o~~Ordinances, 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, by June 2026 or at the time Airway Heights converts to the new State Case Management System~~upon termination of the Cheney Medical Lake Interlocal Agreement~~, Medical Lake will have all outstanding collection cases transferred to

Airway Heights from [the City of](#) 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 **\$1,542.00**. 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 ~~o~~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~~ Airway Heights shall indemnify, defend, and hold harmless Medical Lake, its officers, agents and employees, from and against any and all claims, actions, suits, liability, loss, costs, expenses, and damages of any nature whatsoever, including costs and attorneys' fees in defense thereof, for personal injury, or death or persons (including employees of Airway Heights), or damage to property, or the violation of any person's civil rights, which is caused by or arises out of Airway Heights' acts, errors or omissions with respect to the subject matter of this agreement; provided, however: (i) Airway Heights' obligation to indemnify, defend and hold harmless

shall not extend to injuries, sickness, death, damage or civil rights violations caused by or resulting from the sole negligence of Medical Lake, its officers, agent or employees; and (ii) Airway Heights' obligation to indemnify, defend and hold harmless for injuries, sickness, death, damage or civil rights violations caused by or resulting from the concurrent actions or negligence of Airway Heights and Medical Lake shall apply only to the extent that Airway Heights' actions or negligence caused or contributed thereto. ~~shall protect, defend,~~ defend, ~~indemnify and save harmless Cheney~~ 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 Agreements.

13.2 ~~Cheney~~ Medical Lake ~~Indemnity.~~ ~~Cheney~~ Medical Lake shall indemnify, defend, and hold harmless Airway Heights, its officers, agents and employees, from and against any and all claims, actions, suits, liability, loss, costs, expenses, and damages of any nature whatsoever, including costs and attorneys' fees in defense thereof, for personal injury, or death of persons (including employees of Airway Heights), or damage to property, or the violation of any person's civil rights, which is caused by or arises out of Medical Lake's acts, errors or omissions with respect to the subject matter of this agreement; provided, however: (i) Medical Lake's obligation to indemnify, defend and hold harmless shall not extend to injuries, sickness, death, damage or civil rights violations caused by or resulting from the sole negligence of Airway Heights, its officers, agents or employees; and (ii) Medical Lake's obligation to indemnify, defend, and hold harmless for injuries, sickness, death, damage or civil rights violations caused by or resulting from the concurrent actions or negligence of Medical Lake and Airway Heights shall apply only to the extent that Medical Lake's actions or negligence caused or contributed thereto. ~~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 CheneyMedical 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

Lake: To ~~Cheney~~Medical Lake: 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 39.34.030 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.

| [4939-0082-3374, v. 1](#)~~4934-5444-7684, v. 1~~