

MEMORANDUM OF UNDERSTANDING
BETWEEN THE CITY OF LIBERTY LAKE,
THE CENTRAL VALLEY SCHOOL DISTRICT NO. 356,
AND THE SPOKANE VALLEY FIRE DEPARTMENT

THIS AGREEMENT entered into by the CITY OF LIBERTY LAKE, a Washington state municipal corporation, having offices for the transaction of business at 22710 E. Country Vista Dr., Liberty Lake, Washington 99019, hereinafter referred to as "CITY" and the CENTRAL VALLEY SCHOOL DISTRICT NO. 356, a Washington state municipal corporation, having offices for the transaction of business at 19307 E. Cataldo, Spokane Valley, Washington 99016, hereinafter referred to as "DISTRICT," and the SPOKANE VALLEY FIRE DEPARTMENT, a Washington state FIRE DISTRICT, having offices for the transaction of business at 2120 N. Wilbur Rd., Spokane Valley, Washington 99206, hereinafter referred to as "SVFD", jointly hereinafter referred to as the "PARTIES", or individually as "PARTY".

WITNESSETH:

WHEREAS, on or around June 5, 2018, the CITY entered into a Lobbying Agreement with Jennifer Ziegler, and De Vere Public Relations Consulting as a subcontractor, for certain Washington State Legislative consulting services through the 2019 legislative session, which is attached hereto as Exhibit A and made a material part of this Agreement; and

WHEREAS, the scope of work included in the Lobbying Agreement involves issues, activities, and strategies for the DISTRICT and SVFD's review and consideration; and

WHEREAS, the DISTRICT and SVFD are agreeable to sharing in the costs of the services performed and provided under the Lobbying Agreement; and

WHEREAS, chapter 39.34 RCW (Interlocal Cooperation Act), authorizes cooperation between public agencies and cities to contract with each other to perform certain functions which each may legally perform; and

NOW, THEREFORE, for and in consideration of the mutual promises set forth hereinafter, the PARTIES do mutually agree as follows:

SECTION NO. 1: PURPOSE

The purpose of this Agreement is to set forth the PARTIES' understanding of the terms and conditions under which the DISTRICT and SVFD will participate in and contribute to the cost allocation of the sums set forth in the Lobbying Agreement.

SECTION NO. 2: DURATION

Upon execution by the PARTIES, this Agreement shall continue in full force and effect through the 2019 Washington State legislative session, or until the total contract sum set forth in the Lobbying Agreement has been exhausted.

PARTY'S intentional or negligent acts or breach of its obligations under this Agreement. The PARTIES shall also indemnify, defend and hold harmless each other and their officers and employees from all claims, demands, or suits in law or equity arising from any injury to or claim by that PARTY's employee or representative sustained in the course of performance as required by this Agreement. A PARTY's duty to indemnify shall not apply to loss or liability caused by the intentional or negligent acts of the other PARTY, its officers and employees.

If the comparative negligence of the PARTIES and their officers and employees is a cause of such damage or injury, the liability, loss, cost, or expense shall be shared between the PARTIES in proportion to their relative degree of negligence and the right of indemnity shall apply to such proportion.

Where an officer or employee of a PARTY is acting under the direction and control of the other PARTY, the PARTY directing and controlling the officer or employee in the activity and/or omission giving rise to liability shall accept all liability for the other PARTY'S officer or employee's negligence.

Each PARTY'S duty to indemnify shall survive the termination or expiration of this Agreement.

Each Party waives, with respect to the other PARTY only, its immunity under RCW Title 51, Industrial Insurance. The PARTIES have specifically negotiated this provision.

SECTION NO. 7: ANTI-KICKBACK

No officer or employee of the PARTIES having the power or duty to perform an official act or action related to this Agreement shall have or acquire any interest in the Agreement, or have solicited, accepted or granted a present or future gift, favor, service or other thing of value from or to any person involved in the Agreement.

SECTION NO. 8: VENUE STIPULATION

This Agreement has been and shall be construed as having been made and delivered within the State of Washington and it is mutually understood and agreed by each party that this Agreement shall be governed by the laws of the State of Washington both as to interpretation and performance. Any action at law, suit in equity or judicial proceeding for the enforcement of this Agreement, or any provision hereto, shall be instituted only in courts of competent jurisdiction within Spokane County, Washington.

SECTION NO. 9: COMPLIANCE WITH LAWS

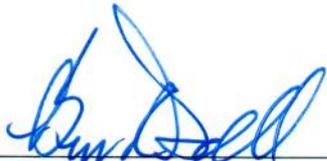
The PARTIES shall observe all federal, state and local laws, ordinances and regulations, to the extent that they may be applicable to the terms of this Agreement.

SECTION NO. 12: RCW 39.34 REQUIRED CLAUSES

- A. PURPOSE: See Section No. 1 above.
- B. DURATION: See Section No. 2 above.
- C. ORGANIZATION OF SEPARATE ENTITY AND ITS POWERS: No new or separate legal or administrative entity is created to administer the provisions of this Agreement.
- D. RESPONSIBILITIES OF THE PARTIES: See provisions above.
- E. AGREEMENT TO BE FILED: The CITY shall file this Agreement with its City Clerk and place it on its web site or other electronically retrievable public source. The DISTRICT and SVFD shall file this Agreement with the County Auditor or place it on its web site or other electronically retrievable public source.
- F. FINANCING: Each PARTY shall be responsible for the financing of its obligations under its normal budgetary process.
- G. TERMINATION: See Section No. 2 above.

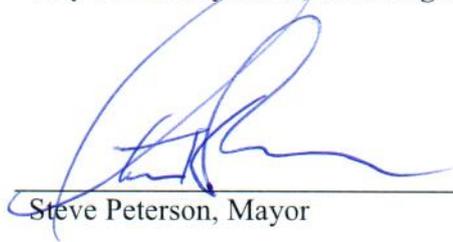
IN WITNESS WHEREOF, the PARTIES have caused this Agreement to be executed on this 10th day of July, 2018.

Central Valley School District No. 356



Ben Small, Superintendent

City of Liberty Lake, Washington



Steve Peterson, Mayor

Spokane Valley Fire Department



Bryan Collins, Fire Chief

EXHIBIT A

Lobbying Agreement between City of Liberty Lake and Jennifer Ziegler Public Affairs

This letter of agreement, when executed, confirms that the City of Liberty Lake (Liberty Lake) agrees to retain Jennifer Ziegler Public Affairs (Ziegler), with De Vere Public Relations Consulting (De Vere) as a subcontractor, to represent it in connection with legislative and administrative matters beginning June 5, 2018 and ending upon completion of the 2019 legislative session, which is currently scheduled to conclude on April 30, 2019. Either party may terminate this Agreement with or without cause with 30 days written notice.

Ziegler and De Vere agree to represent Liberty Lake and provide the services, including any reports, documentation and/or other deliverables described in Exhibit A attached to and made part of this agreement.

Ziegler and De Vere will be responsible for filing all necessary Public Disclosure Commission forms except the filings required by Liberty Lake as an employer of lobbyists. Ziegler will assist in providing the information required by the employer to file the form.

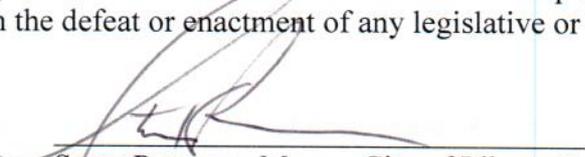
Ziegler and De Vere shall not without prior approval, either during the term of this agreement or any time thereafter, directly or indirectly disclose or give to any person, firm, corporation, agency, or political subdivision any information acquired during the period of the contract. Ziegler and De Vere will advise of any client or activity that could potentially pose a conflict of interest.

Liberty Lake will retain Ziegler, with De Vere as a subcontractor, for a not to exceed amount of Twenty-Four Thousand Dollars (\$24,000) for the term of this agreement, with payments due monthly in the amount of Two Thousand Dollars (\$2,000). Ziegler shall be responsible for all payments and reporting for subcontractors, if any. Ziegler shall also be responsible for preparing complete and accurate invoices for the month in which services are provided. All contractor expenses are included within the contract amount.

Ziegler and De Vere will report directly to Mayor Steve Peterson, unless otherwise directed. Liberty Lake will establish the methods, terms and timetables for reporting and communication between the parties.

It is the intention of the parties to this Agreement that the services rendered and the payments made are not in any way contingent upon the defeat or enactment of any legislative or administrative proposal.


Jennifer Ziegler
Jennifer Ziegler Public Affairs


Steve Peterson, Mayor, City of Liberty Lake


Jeff De Vere
De Vere Public Relations Consulting

Exhibit A

Proposal for Lobbying/Advocacy Services for City of Liberty Lake and Central Valley School District

Jennifer Ziegler and Jeff DeVere

Situation:

The City of Liberty Lake, Central Valley School District, and other local area partners have been working on a series of transportation improvements to address congestion choke points between the Spokane city limits and the Idaho border. With the passage of the 2015 Connecting Washington Transportation package, \$26.5 million of state funding was programmed for the Henry Road interchange project. WSDOT and its partners propose to utilize the funding available for the Henry Road Interchange, Connecting Washington project on these practical solutions which will address needs at the Barker Interchange, Harvard Interchange, and local network connections. The funding is currently programmed for the 2027-29 biennium (\$7.6 million) and continues into the 2029-31 biennium (\$18.8 million). The 2018 Transportation Budget bill includes \$500,000 for design of the project.

On February 13, 2018, the Central Valley School District obtained a 70% voter bond approval for \$129.9 million to build a new high school adding 1,600 students and a new middle school adding 600 students. Both schools will be constructed near the future I-90/Henry Road crossing. Construction of the schools will begin in 2018 with the middle school completion in 2020 and the high school completion in 2021.

Liberty Lake has experienced substantial growth in residential construction and employment. Traffic congestion has increased at the two existing I-90 interchanges (Harvard and Barker) resulting in public safety concerns due to fire district service locations. Peak traffic congestion limits the desirability of Liberty Lake to attract new employers. The current situation and the pending school construction necessitates the acceleration of the I-90/Barker to Harvard project schedule and funding to meet the City's rapidly expanding needs.

Goals:

1. Develop a strategy to determine sequencing, timing, and funding options to accelerate the Barker/I-90 to Harvard Road project.
2. Lobby to advance the current Connecting Washington funding, beginning with an appropriation of that funding in the 2019-21 biennium.

Scope of Work:

Our approach to representing Liberty Lake and the Central Valley School District would be first to meet with the key leaders and staff of the City and District to identify the following:

- Key contacts within each organization to provide background information;
- Communication strategies to ensure you are informed of our activities, progress and to give us guidance when appropriate; and
- The types of specific reporting you would like us to provide to each of your governing bodies.

Our work will include the following activities:

- Tour the City of Liberty Lake as soon as scheduling allows after the 2018 Legislative session to gain an understanding of the project scope, impact and potential construction schedule.
- Develop a workplan to support the appropriation of state funding starting in the 2019-21 biennium, including the following activities:
 - Inventory current/programmed federal, state, and local funding;
 - Meet with Washington State Department of Transportation (WSDOT) staff to understand project options and cash flow;
 - Meet with the Governor's transportation budget staff and transportation policy advisor;
 - Check in with the local Federal Highway Administration office to determine if there are any questions regarding the project; and
 - Contact WSDOT Highways and Local Programs, the Transportation Improvement Board (TIB) and others as identified to explore additional funding options.
- Work with appropriate staff to develop informational material such as a "one-pager" to outline the project needs, local investments and benefits of the project.
- Develop the legislative strategy for the 2019 Legislative Session, including the following activities:
 - Outreach to the Spokane-area legislators, the 4th District legislative delegation and the Chairs and Ranking Members of the House and Senate Transportation Committees during the interim, as well as during the legislative session;
 - Coordinate tours with key legislators, governor's office staff, WSDOT, and legislative staff;
 - Coordinate individual meetings with legislators, Governor's office staff, and WSDOT staff; and
 - Coordinate and prepare any legislative communications.
- Provide City Council and School District briefings to communicate progress.

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- Coordinate and prepare any legislative communications.
- Provide City Council and School District briefings to communicate progress.
- Track and attend interim legislative task forces and committees.

Professional Fees:

We propose a contract from June 5, 2018 through the end of the 2019 legislative session, which is currently scheduled to conclude on April 30, 2019. The 2019 Legislative session will begin January 14, 2019 and adjourns Sine Die on April 29, 2019. It will be important to remain fully engaged until the end of the April to ensure the best chance that budget appropriation is included and remains in the budget until the Legislature passes it. We propose a monthly retainer of Two Thousand Dollars (\$2,000), for a total contract amount of not to exceed Twenty-Four Thousand Dollars (\$24,000). In the event the legislative session is extended, including a special session, additional funds for services rendered in May 2019 are included in the total contract amount. This retainer amount reflects work to facilitate and foster productive relationships with legislators, staff, members of the Governor's office, agencies and other stakeholders; advocate on behalf of Liberty Lake and the Central Valley School District; and ensure compliance with state laws including public disclosure laws. This retainer amount also includes any travel or related expenses.

EXHIBIT B

The DISTRICT and SVFD each agree to pay the CITY the monthly sum as set forth below:

MONTH	CITY Pays Consultant	SVFD Pays CITY	DISTRICT Pays CITY
June 2018	\$2,000.00	\$666.67	\$666.67
July 2018	\$2,000.00	\$666.67	\$666.67
August 2018	\$2,000.00	\$666.67	\$666.67
September 2018	\$2,000.00	\$666.67	\$666.67
October 2018	\$2,000.00	\$666.67	\$666.67
November 2018	\$2,000.00	\$666.67	\$666.67
December 2018	\$2,000.00	\$666.67	\$666.67
January 2019	\$2,000.00	\$666.67	\$666.67
February 2019	\$2,000.00	\$666.67	\$666.67
March 2019	\$2,000.00	\$666.67	\$666.67
April 2019	\$2,000.00	\$666.67	\$666.67
May 2019	\$2,000.00	\$666.63	\$666.63
TOTALS	\$24,000.00	\$8,000.00	\$8,000.00