

City of Tenino

149 Hodgen Street South
Tenino, WA 98589

City Council Meeting
Tuesday, August 13, 2024 at 6:30 PM

Agenda

WORK SESSION

1. 6:30 pm Review of 8/13/2024 Council Agenda
2. Council Priorities
 - Second August meeting cancelation?
 - Committee/Commission Appointments
 - City Property Appraisals
 - City Attorney
3. Discussion of 8/27/2024 Council Draft Agenda

CALL TO ORDER

4. Flag Salute

AGENDA APPROVAL

5. Agenda for the Regular Meeting of the 8/13/24.
Recommended Action: Motion to approve the agenda as presented.

APPROVAL OF MINUTES

6. Meeting Minutes for 7/23/2024
Recommended Action: Motion to approve 7/23/2024 meeting minutes as presented.

CONSENT CALENDAR

7. Consent Calendar July 24, 2024 through August 13, 2024 consisting of
 - Payroll Checks 32564/32565 & EFT's in the amount of \$126,079.22
 - Claims checks #32566 through #32614 in the amount of \$277,455.09
 - for a grand total of \$403,534.31
 - Liquor Cannabis License: Pizza Mia

Recommended Action: Move to approve the consent calendar as presented.

EXECUTIVE SESSION

PRESENTATIONS

- 8. Mayor Recognition Plaque

Presented by Council Member Linda Gotovac

Recommended Action: None, Presentation Only

PUBLIC COMMENTS

PUBLIC HEARING

PROCLAMATIONS

OLD BUSINESS

- 9. Verizon Cell Tower Lease

Recommended Action: Review and motion to approve either Lump sum, or continued monthly rent amount.

NEW BUSINESS

- 10. Electrification & Appliance Rebates program agreement

Recommended Action: Motion to approve Electrification & Appliance Rebates program agreement

- 11. Change Order 4- Ag Park N Bldg- Electrical

Recommended Action: Motion to approve change order #4 Ag Park N. Building

- 12. Interlocal Cooperation Agreement between Thurston County and City of Tenino to participate to receive funds under the federal community development block grant entitlement program.

Recommended Action: Motion to approve CDBG ILA

RESOLUTIONS

ORDINANCES

REPORTS

- 13. Outside Agency

1) Chamber of Commerce

2) Economic Development Council (EDC)

3) South Thurston Economic Development Initiative (STEDI)

4) ARCH Commission

5) Experience Olympia & Beyond (VCB)

6) Timberland Regional Library

14. Committees/Commissions

1) Civil Service Commission

2) Façade Improvement Grant Review Committee

3) Finance Committee

4) Planning Commission

5) Public Safety Committee

6) Public Works Committee

15. Staff

1) Chief of Police

2) Director of Public Works

3) Code Enforcement/Building Inspector

4) PARC Specialist

5) Clerk/Treasurer

6) Mayor

16. Liaisons

1) Bucoda/Tenino Healthy Action Team (BTHAT)

2) Solid Waste Advisory Board

3) TCOMM/911

4) Tenino School Board

5) Thurston Regional Planning Council (TRPC)

6) Transportation Policy Board

7) Thurston County Commissioner's Office

8) Legislature

PUBLIC COMMENTS 2

ANNOUNCEMENTS

ADJOURNMENT

File Attachments for Item:

2. Council Priorities

Second August meeting cancelation?

Committee/Commission Appointments

City Property Appraisals

City Attorney

CITY OF TENINO COMMITTEE/COMMISSION APPOINTMENTS 2024

| City Commission or Committee | Primary Representative | Secondary Representative | Staff Representative | Meeting Schedule | Council Reporting |
|-----------------------------------|------------------------|--------------------------|----------------------|---|-------------------------|
| Civil Service Commission | Administration | | Chief Auderer | 2 nd Thu, 10 am | 2 nd Meeting |
| Planning Commission | Adam Carney | | Courtney Sheldon | 2 nd Wed, 6 pm | 2 nd Meeting |
| Façade Imp Grant Rev Com FIGR | Linda Gotovac | | | Ad hoc | Ad hoc |
| Finance Committee | Linda Gotovac | Elaine Klamn | Jen Scharber | Variable; Quarterly | 1 st Meeting |
| Public Safety Committee | John O’Callahan | Jason Lawton | Chief Auderer | 1 st Wed, 6:30 pm | 1 st Meeting |
| Utilities Committee | Jeff Eisel | Elaine Klamn | Troy Cannon | 2 nd & 3 rd Wed, 7 pm | 2 nd Meeting |
| | | | | | |
| External Agency | Primary Representative | Secondary Representative | | Meeting Schedule | Council Reporting |
| Thurston Regional Plng Council | John O’Callahan | Mayor Watterson | SCJ Alliance | | |
| Transportation Policy Board | John O’Callahan | Mayor Watterson | | | |
| Tenino School Board | Jason Lawton | Jeff Eisel | | 4 th Mon, 6:30 pm | 1 st Meeting |
| TCOMM911 Admin Board | | | | | |
| TCOMM911 Ops Board | | | | | |
| Solid Waste Advisory | Mayor Watterson | Elaine Klamn | | Quarterly | |
| Community Investment Partnership | | | | | |
| Emergency Medical Services | Mayor Watterson | | | 1 st Fri, 8:30 am | 1 st Meeting |
| Emergency Management Council | Chief Auderer | | | 2 nd Wed, 7:00 am | 2 nd Meeting |
| Bucoda/Tenino Healthy Action Team | Jason Lawton | Jeff Eisel | | | |
| EDC | Mayor Watterson | John O’Callahan | Jen Scharber | | |
| S.T.E.D.I. | John O’Callahan | Linda Gotovac | | | |
| Library | Admin | | Troy Cannon | 1 st Wed 3:30pm | |
| Museum | Jessica Reeves Rush | | Troy Cannon | 2 nd Thu, 11:30-1:00 | 2 nd Meeting |
| Fire District No. 12 | Linda Gotovac | John O’Callahan | | 2 nd Monday | 1 st Meeting |
| Law and Justice Council | Chief Auderer | | | | |
| Leg Liaison | Linda Gotovac | | | 3 rd Thu, 10:00 am | 2 nd Meeting |
| VCB | Administration | | | | |
| | | | | | |
| | | | | | |

File Attachments for Item:

6. Meeting Minutes for 7/23/2024

Recommended Action: Motion to approve 7/23/2024 meeting minutes as presented.

**City Council Meeting
Tuesday, July 23, 2024**

Minutes

WORK SESSION

Mayor Watterson convened the work session at 6:30 pm with

PRESENT

Councilmember Linda Gotovac
Councilmember Elaine Klamn
Councilmember John O'Callahan
Councilmember Jason Lawton
Councilmember Jeff Eisel

1. 6:30 pm Review of 7/23/2024 Council Agenda

Mayor Watterson convened the work session at 6:30 pm with

PRESENT

Councilmember Linda Gotovac
Councilmember Elaine Klamn
Councilmember John O'Callahan
Councilmember Jason Lawton
Councilmember Jeff Eisel

2. Council Priorities

AG Park Heating system ownership

Gold Star City

City Attorney

Flags

City Hall heat pump

Discussion only

3. Discussion of 8/13/2024 Council Draft Agenda

Discussion only

CALL TO ORDER

Mayor Watterson convened the regular council meeting at 7:30 pm with

PRESENT

Councilmember Linda Gotovac

Councilmember Elaine Klamn
 Councilmember John O'Callahan
 Councilmember Jason Lawton
 Councilmember Jeff Eisel

4. Flag Salute

AGENDA APPROVAL

5. Agenda for the Regular Meeting of the 7/23/24.

Recommended Action: Motion to approve the agenda as presented.

Motion made by Councilmember O'Callahan, Seconded by Councilmember Gotovac.

Voting Yea: Councilmember Gotovac, Councilmember Klamn, Councilmember O'Callahan,
 Councilmember Lawton, Councilmember Eisel.

Motion passes 5/0.

APPROVAL OF MINUTES

6. Meeting Minutes for 7/9/2024

Recommended Action: Motion to approve 7/9/2024 meeting minutes as presented.

Motion made by Councilmember Gotovac, Seconded by Councilmember O'Callahan.

Voting Yea: Councilmember Gotovac, Councilmember Klamn, Councilmember O'Callahan,
 Councilmember Lawton, Councilmember Eisel.

Motion passes 5/0.

CONSENT CALENDAR

7. Consent Calendar July 10, 2024 through July 23, 2024 consisting of

Payroll EFT's in the amount of \$71,811.08

Claims checks #32520 through #32563 in the amount of \$60,363.01

Check 32532 \$150 voided- Wrong Vendor.

for a grand total of \$132,124.09 Liquor Cannabis License: Whitewood Cider

Recommended Action: Move to approve the consent calendar as presented.

Motion made by Councilmember O'Callahan, Seconded by Councilmember Lawton.

Voting Yea: Councilmember Gotovac, Councilmember Klamn, Councilmember O'Callahan,
 Councilmember Lawton, Councilmember Eisel.

Motion passes 5/0.

EXECUTIVE SESSION

None

PRESENTATIONS

None

PUBLIC COMMENTS

None

PUBLIC HEARING

None

PROCLAMATIONS

None

OLD BUSINESS

None

NEW BUSINESS

8. Water Rights Agreement

Recommended Action: Motion to approve agreement for water rights research

Motion made by Councilmember O'Callahan, Seconded by Councilmember Gotovac.

Voting Yea: Councilmember Gotovac, Councilmember Klamn, Councilmember O'Callahan, Councilmember Lawton, Councilmember Eisel.

Motion passes 5/0.

9. MOU with Thurston County CDBG

Recommended Action: Motion to approve MOU with Thurston County CDBG

Motion made by Councilmember O'Callahan, Seconded by Councilmember Lawton.

Voting Yea: Councilmember Gotovac, Councilmember Klamn, Councilmember O'Callahan, Councilmember Lawton, Councilmember Eisel.

Motion passes 5/0.

RESOLUTIONS

10. Resolution 2024-05 Grant Applicant Authorization

This resolution authorizes the person(s) identified below (in Section 2) to act as the authorized representative/agent on behalf of our organization and to legally bind our organization with

respect to the above Project(s) for which we seek grant funding assistance managed through the Recreation and Conservation Office.

Recommended Action: Motion to approve Resolution 2024-05

Motion made by Councilmember O'Callahan, Seconded by Councilmember Lawton.

Voting Yea: Councilmember Gotovac, Councilmember Klamn, Councilmember O'Callahan, Councilmember Lawton, Councilmember Eisel.

Motion passes 5/0.

ORDINANCES

None

REPORTS

11. Outside Agency

1) Chamber of Commerce

2) Economic Development Council (EDC)

3) South Thurston Economic Development Initiative (STEDI)

4) ARCH Commission

5) Experience Olympia & Beyond (VCB)

6) Timberland Regional Library

1) **Chamber of Commerce:** Oregon Trail Days is this coming weekend.

2) **Economic Development Council (EDC):** The annual meeting is this Thursday, 306 pm at the Lacey South Puget Sound Campus.

3) **South Thurston Economic Development Initiative (STEDI):** Had a good meeting last Friday at the QH with Annette Pitts, CEO Experience Olympia and Beyond. Next meeting will 8/16 in Bucoda.

6) **Timberland Regional Library:** Linda reported on a survey the Library has open right now and encouraged everyone to participate. The paint has been started on the exterior of the building, it will be dark charcoal with white trim. Story time continues to be on Wednesday, however, beginning in September it will change to Thursday mornings only. The Library is sponsoring an acoustic guitarist on Saturday during OTD from noon to 2:30 pm at the stage behind the QH.

12. Committees/Commissions

1) Civil Service Commission

2) Façade Improvement Grant Review Committee

3) Finance Committee**4) Planning Commission****5) Public Safety Committee****6) Public Works Committee**

2) Façade Improvement Grant Review Committee: Chairman Gotovac advised that she is stepping down as the chair and Keith Phillips and Bill Lenker will be filling in.

3) Finance Committee: Next meeting is scheduled for 8/6/2024.

4) Planning Commission: During the 7/10 meeting they discussed infill development, capacity for nonresidential land use like commercial or industrial development and opportunity sites. The infill development revolved around whether to recommend changes to zoning rules which would allow certain development options like townhouses, duplex four plex, cottage court style options. Our current ADU capacity is approx. 1300 units and we may see some development along those lines in the future at a small scale. Commercial/Industrial development are present in the city with capacity to produce quite a few jobs if an interested party comes along. We have several empty lots within the city for developing.

13. Staff**1) Chief of Police****2) Director of Public Works****3) Code Enforcement/Building Inspector****4) PARC Specialist****5) Clerk/Treasurer****6) Mayor**

1) Chief of Police: They have OTD plans in place for the weekend. Last weekend we had a double DUI accident on Bucoda Hwy.

2) Director of Public Works: Getting ready for OTD, and keeping things clean at the pool.

3) Code Enforcement/Building Inspector: To date, we have 46 permits which 36 have been issued and 10 are still under review. Parkside Elementary playground cover is under construction and should be wrapped up within the next couple of weeks. June/July we have issued 4 permits approved for new solar panel systems on residential properties.

5) Clerk/Treasurer: She will be meeting with ORCA for a walk thru of the QH and Quarry Pool. She is meeting with HUD at the QH for an update on the building after the remodel.

6) Mayor: He watched a webinar with the USDA but it did not have much to do with us. CDBG is meeting with the Food Bank about a Commerce grant for a bigger building. The school is still looking into the solar panels for back up generators. The Mayor's forum was held last Friday at the QH, they discussed the monies available from the CDBG which we will be able to get every few years on the odd years. He met with the VFW and when they have the monies available to complete the wall they want in the park is when the City will start getting things ready but not until then.

14. Liaisons

1) Bucoda/Tenino Healthy Action Team (BTHAT)

2) Solid Waste Advisory Board

3) TCOMM/911

4) Tenino School Board

5) Thurston Regional Planning Council (TRPC)

6) Transportation Policy Board

7) Thurston County Commissioner's Office

8) Legislature

1) Bucoda/Tenino Healthy Action Team (BTHAT): Next meeting in August they will be discussing "planning ahead".

4) Tenino School Board: They continued the work on the budget due to having increased enrollment so increased revenue. They will bring back a more accurate budget to the next meeting.

5) Thurston Regional Planning Council (TRPC)/6) Transportation Policy Board: They are still in the planning stages for the coming year, however, have taken the month of August off.

PUBLIC COMMENTS 2

None

ANNOUNCEMENTS

First Responder's BBQ is set for 9/14/2024 at the elementary school from noon - 3:00 pm.

ADJOURNMENT

Mayor Watterson adjourned the meeting at 7:43 pm.

File Attachments for Item:

7. Consent Calendar July 24, 2024 through August 13, 2024 consisting of Payroll Checks 32564/32565 & EFT's in the amount of \$126,079.22

Claims checks #32566 through #32614 in the amount of \$277,455.09

for a grand total of \$403,534.31

Liquor Cannabis License: Pizza Mia

Recommended Action: Move to approve the consent calendar as presented.



Washington State
Liquor and Cannabis Board
PO Box 43098,

Olympia WA 98504-3098, (360) 664-1600

RECEIVED

AUG 13 2024

CITY OF TENINO

MAYOR OF TENINO/CITY OF TENINO
PO BOX 4019
TENINO, WA 98589



Washington State
Liquor and Cannabis Board
PO Box 43098

Olympia WA 98504-3098, (360) 664-1600
www.liq.wa.gov Fax #: (360) 753-2710

August 06, 2024

Dear Local Authority:
RE: Liquor License Renewal Applications in Your Jurisdiction - Your Objection Opportunity

Enclosed please find a list of liquor-licensed premises in your jurisdiction whose liquor licenses will expire in about 90 days. This is your opportunity to object to these license renewal requests as authorized by RCW 66.24.010 (8).

1) Objection to License Renewal

To object to a liquor license renewal: Fax or mail a letter to the Washington State Liquor and Cannabis Board (WS-LCB) Licensing Division. This letter must:

- o Detail the reason(s) for your objection, including a statement of all the facts upon which your objection or objections are based. You may include attachments and supporting documents which contain or confirm the facts upon which your objections are based.
- o Please note that whether a hearing will be granted or not is within the Board's discretion per RCW 66.24.010 (8)(d).

Your letter or fax of objection must be received by the Board's Licensing Division at least 30 days prior to the license expiration date. If you need additional time you must request that in writing. Please be aware, however, that it is within the Board's discretion to grant or deny any requests for extension of time to submit objections. Your request for extension will be granted or denied in writing. If objections are not timely received, they will not be considered as part of the renewal process.

A copy of your objection and any attachments and supporting materials will be made available to the licensee, therefore, it is the Local Authority's responsibility to redact any confidential or non-disclosable information (see RCW 42.56) prior to submission to the WSLCB.

2) Status of License While Objection Pending

During the time an objection to a renewal is pending, the permanent liquor license is placed on hold. However, temporary licenses are regularly issued to the licensee until a final decision is made by the Board.

3) Procedure Following Licensing Division Receipt of Objection

After we receive your objection, our licensing staff will prepare a report for review by the Licensing Director. The report will include your letter of objection, as well as any attachments and supporting documents you send. The Licensing Director will then decide to renew the liquor license, or to proceed with non-renewal.

4) Procedure if Board Does Not Renew License

If the Board decides not to renew a license, we will notify the licensee in writing, stating the reason for this decision. The licensee also has the right to request a hearing to contest non-renewal of their liquor license. RCW 66.24.010 (8)(d). If the licensee makes a timely request for a hearing, we will notify you.

The Board's Licensing Division will be required to present evidence at the hearing before an administrative law judge to support the non-renewal recommendation. You may present evidence in support of your objection or objections. The administrative law judge will consider all of the evidence and issue an initial order for the Board's review. The Board members have final authority to renew the liquor license and will enter a final order announcing their decision.

5) Procedure if Board Renews License Over Your Objection

If the Board decides to renew the license over your objection, you will be notified in writing. At that time, you may be given an opportunity to request a hearing. An opportunity for a hearing is offered at the Board's discretion. If a hearing is held, you will be responsible for presenting evidence before an Administrative Law Judge in support of your objection to license renewal. The Board's Licensing Division will present evidence in support of license renewal. The licensee may also participate and present evidence if the licensee desires. The administrative law judge will consider all of the evidence, and issue an initial order for the Board's review. The Board members have final authority to renew the liquor license and will enter a final order announcing their decision.

For questions about this process, contact the WSLCB Licensing Division at (360) 664-1600 or email us at localauthority@sp.lcb.wa.gov.

Sincerely,

Rebecca Smith

Rebecca Smith, Director,
Licensing and Regulation Division

LIQ 864 07/10

C091080-2

WASHINGTON STATE LIQUOR AND CANNABIS BOARD

DATE: 08/06/2024

LICENSED ESTABLISHMENTS IN INCORPORATED AREAS CITY OF TENINO
(BY ZIP CODE) FOR EXPIRATION DATE OF 20241130

| LICENSEE | BUSINESS NAME AND ADDRESS | LICENSE NUMBER | PRIVILEGES |
|-------------------------|---|----------------|--------------------------------|
| 1. VILLEGAS & DIAZ CORP | PIZZA MIA 324 SUSSEX AVE W TENINO WA 98589 9343 | 426060 | SPIRITS/BR/WN REST SERVICE BAR |

Consent Calendar July 24, 2024 through August 13, 2024 consisting of:

- **Payroll Checks 32564/32565 & EFT's in the amount of \$126,079.22**
- **Claims Checks #32566 through #32614 in the amount of \$277,455.09.**

for a grand total of \$403,534.31

a) Liquor & Cannabis License:

CHECK REGISTER

| Trans | Date | Type | Acct # | Chk # | Claimant | Amount | Memo |
|-------|------------|--------|--------|-------|---|------------------------------------|---------------------|
| 3319 | 08/13/2024 | Claims | 5 | 32599 | Maria Rodriguez | 43.86 | |
| 3320 | 08/13/2024 | Claims | 5 | 32600 | SCJ Alliance | 11,244.50 | |
| 3321 | 08/13/2024 | Claims | 5 | 32601 | Scheibmeir, Kelly & Nelson PS | 508.00 | |
| 3322 | 08/13/2024 | Claims | 5 | 32602 | Amy Shroer | 50.40 | |
| 3323 | 08/13/2024 | Claims | 5 | 32603 | T-Mobile | 689.69 | |
| 3324 | 08/13/2024 | Claims | 5 | 32604 | Tenino Marketfresh | 366.26 | |
| 3325 | 08/13/2024 | Claims | 5 | 32605 | Tenino Telephone Co | 1,818.39 | |
| 3326 | 08/13/2024 | Claims | 5 | 32606 | City Of Tenino | 4,318.61 | |
| 3327 | 08/13/2024 | Claims | 5 | 32607 | Thoren Electric, LLC | 4,775.43 | |
| 3328 | 08/13/2024 | Claims | 5 | 32608 | Thurston Co Economic Dev Council | 2,500.00 | |
| 3329 | 08/13/2024 | Claims | 5 | 32609 | Thurston Co Public Health & Social Serv | 1,575.00 | |
| 3330 | 08/13/2024 | Claims | 5 | 32610 | Thurston-Mason Behavior Health Org | 143.27 | |
| 3331 | 08/13/2024 | Claims | 5 | 32611 | USA BlueBook | 633.71 | |
| 3332 | 08/13/2024 | Claims | 5 | 32612 | Utilities Underground Location | 13.20 | |
| 3333 | 08/13/2024 | Claims | 5 | 32613 | Vintage Print | 2,500.00 | |
| 3334 | 08/13/2024 | Claims | 5 | 32614 | Voyager Fleet System | 2,365.57 | |
| | | | | | | 001 General Government Fund #001 | 130,696.49 |
| | | | | | | 002 Quarry Pool Fund #002 | 13,862.92 |
| | | | | | | 101 City Street Fund #101 | 6,598.50 |
| | | | | | | 310 Municipal Capital Imp Fund 310 | 206,505.96 |
| | | | | | | 401 Water Fund | 10,329.51 |
| | | | | | | 410 Sewer Fund | 35,540.93 |
| | | | | | | <hr/> | |
| | | | | | | 403,534.31 | Claims: 277,455.09 |
| | | | | | | | Payroll: 126,079.22 |

CHECK REGISTER

| Trans | Date | Type | Acct # | Chk # | Claimant | Amount | Memo |
|-------|------------|---------|--------|-------|---|------------|--|
| 3059 | 08/01/2024 | Payroll | 5 | EFT | WA State Dept of Retirement Systems | 4,944.27 | Pay Cycle(s) 06/20/2024 To 06/20/2024 - LEOFF II; Pay Cycle(s) 07/05/2024 To 07/05/2024 - LEOFF II |
| 3208 | 08/08/2024 | Payroll | 5 | EFT | Timberland Bank | 15,578.68 | 941 Deposit for Pay Cycle(s) 08/05/2024 - 08/05/2024 |
| 3209 | 08/08/2024 | Payroll | 5 | EFT | WA State Dept of Retirement Systems | 15,832.16 | Pay Cycle(s) 07/20/2024 To 07/20/2024 - LEOFF II; Pay Cycle(s) 07/20/2024 To 07/20/2024 - PERS II; Pay Cycle(s) 08/05/2024 To 08/05/2024 - LEOFF II; Pay Cycle(s) 08/05/2024 To 08/05/2024 - PERS II; Pa |
| 3217 | 08/09/2024 | Payroll | 5 | EFT | AWC Benefits Trust | 14,899.36 | Pay Cycle(s) 07/20/2024 To 07/20/2024 - AWC; Pay Cycle(s) 08/05/2024 To 08/05/2024 - AWC |
| 3035 | 08/05/2024 | Payroll | 5 | 32564 | Ross H Kershaw | 300.92 | |
| 3040 | 08/05/2024 | Payroll | 5 | 32565 | Angelina Molinar | 827.79 | |
| 3286 | 08/13/2024 | Claims | 5 | 32566 | ALS Group USA, Corp | 2,070.00 | |
| 3287 | 08/13/2024 | Claims | 5 | 32567 | Allender Appraisals LLC | 1,950.00 | |
| 3288 | 08/13/2024 | Claims | 5 | 32568 | Baxter's Carpet Cleaning | 150.00 | |
| 3289 | 08/13/2024 | Claims | 5 | 32569 | Susan Betts | 75.00 | Shelter deposit reimbursement |
| 3290 | 08/13/2024 | Claims | 5 | 32570 | Callie Carpenter | 75.00 | |
| 3291 | 08/13/2024 | Claims | 5 | 32571 | Chehalis Tribal Jail | 925.00 | |
| 3292 | 08/13/2024 | Claims | 5 | 32572 | Cintas Corporation | 136.46 | |
| 3293 | 08/13/2024 | Claims | 5 | 32573 | Tara Cline | 150.00 | |
| 3294 | 08/13/2024 | Claims | 5 | 32574 | Kathleen Conley | 150.00 | |
| 3295 | 08/13/2024 | Claims | 5 | 32575 | Corporate Payment Systems | 4,259.75 | |
| 3296 | 08/13/2024 | Claims | 5 | 32576 | Day Wireless Systems | 2,565.27 | |
| 3297 | 08/13/2024 | Claims | 5 | 32577 | Duni Sanitation | 485.00 | |
| 3298 | 08/13/2024 | Claims | 5 | 32578 | Elite Mechanical Services | 124,283.86 | |
| 3299 | 08/13/2024 | Claims | 5 | 32579 | Sarah Gaden | 193.20 | |
| 3300 | 08/13/2024 | Claims | 5 | 32580 | Gibbs & Olson Inc | 23,450.65 | |
| 3301 | 08/13/2024 | Claims | 5 | 32581 | Brent L Gibbs | 715.00 | |
| 3302 | 08/13/2024 | Claims | 5 | 32582 | J.A. Morris Construction, LLC. | 50,901.00 | |
| 3303 | 08/13/2024 | Claims | 5 | 32583 | Joes Refuse | 1,416.01 | |
| 3304 | 08/13/2024 | Claims | 5 | 32584 | Stephen M. Langer, PH.D., P.S. | 900.00 | |
| 3305 | 08/13/2024 | Claims | 5 | 32585 | Law Office of Richard L. Hughes PLLC | 3,507.50 | |
| 3306 | 08/13/2024 | Claims | 5 | 32586 | Lewis County Chemical | 262.78 | |
| 3307 | 08/13/2024 | Claims | 5 | 32587 | Alec & Anna McClelland | 75.00 | Shelter Deposit Reimbursement |
| 3308 | 08/13/2024 | Claims | 5 | 32588 | Mountain Mist Water | 69.67 | |
| 3309 | 08/13/2024 | Claims | 5 | 32589 | Northstar Chemical, Inc | 653.06 | |
| 3310 | 08/13/2024 | Claims | 5 | 32590 | C/o Tenino Stone Carvers Parc Foundation | 810.00 | |
| 3311 | 08/13/2024 | Claims | 5 | 32591 | Jamie Peters | 150.00 | |
| 3312 | 08/13/2024 | Claims | 5 | 32592 | Pitney Bowes | 1,105.13 | |
| 3313 | 08/13/2024 | Claims | 5 | 32593 | Public Safety Testing | 150.00 | |
| 3314 | 08/13/2024 | Claims | 5 | 32594 | Puget Sound Energy | 7,452.43 | |
| 3315 | 08/13/2024 | Claims | 5 | 32595 | RTS Enviromental LLC | 5,500.00 | |
| 3316 | 08/13/2024 | Claims | 5 | 32596 | Nikkolas Resutek Resutek Charity Foundation | 500.00 | |
| 3317 | 08/13/2024 | Claims | 5 | 32597 | Right Systems Inc | 8,664.00 | |
| 3318 | 08/13/2024 | Claims | 5 | 32598 | Rochester Lumber | 158.43 | |

CHECK REGISTER

City Of Tenino

Time: 14:16:42 Date: 08/13/2024

07/24/2024 To: 08/13/2024

Page: 1

| Trans | Date | Type | Acct # | Chk # | Claimant | Amount | Memo |
|-------|------------|---------|--------|-------|--|-----------|--|
| 3022 | 08/05/2024 | Payroll | 5 | EFT | Jeffrey A Eisel | 136.86 | |
| 3023 | 08/05/2024 | Payroll | 5 | EFT | Linda Gotovac | 136.86 | |
| 3024 | 08/05/2024 | Payroll | 5 | EFT | Effie E Klamn | 228.10 | |
| 3025 | 08/05/2024 | Payroll | 5 | EFT | Jason A Lawton | 136.86 | |
| 3026 | 08/05/2024 | Payroll | 5 | EFT | John J O'Callahan | 228.10 | |
| 3027 | 08/05/2024 | Payroll | 5 | EFT | David A Watterson | 1,368.61 | |
| 3028 | 08/05/2024 | Payroll | 5 | EFT | Robert A Auderer | 2,791.54 | |
| 3029 | 08/05/2024 | Payroll | 5 | EFT | Veronica A Barnes | 2,304.29 | |
| 3030 | 08/05/2024 | Payroll | 5 | EFT | Troy LK Cannon | 2,973.60 | |
| 3031 | 08/05/2024 | Payroll | 5 | EFT | Rene Durand | 2,297.20 | |
| 3032 | 08/05/2024 | Payroll | 5 | EFT | Brent L Gibbs | 3,178.89 | |
| 3033 | 08/05/2024 | Payroll | 5 | EFT | Chloe C Henry | 90.29 | |
| 3034 | 08/05/2024 | Payroll | 5 | EFT | Drew Johnson | 2,397.96 | |
| 3036 | 08/05/2024 | Payroll | 5 | EFT | Aaron Lee | 2,553.18 | |
| 3037 | 08/05/2024 | Payroll | 5 | EFT | Patrick H Maguire | 2,375.54 | |
| 3038 | 08/05/2024 | Payroll | 5 | EFT | Randall Marti | 831.14 | |
| 3039 | 08/05/2024 | Payroll | 5 | EFT | Alec C McClelland | 2,642.14 | |
| 3041 | 08/05/2024 | Payroll | 5 | EFT | Kylie (Tobias) Mumma | 481.46 | |
| 3042 | 08/05/2024 | Payroll | 5 | EFT | Cole Plaja | 2,048.11 | |
| 3043 | 08/05/2024 | Payroll | 5 | EFT | Jason M Plaja | 2,811.90 | |
| 3044 | 08/05/2024 | Payroll | 5 | EFT | Piper Quarnstrom | 409.98 | |
| 3045 | 08/05/2024 | Payroll | 5 | EFT | Jessica Reeves-Rush | 1,848.18 | |
| 3046 | 08/05/2024 | Payroll | 5 | EFT | Maria Rodriguez | 2,141.06 | |
| 3047 | 08/05/2024 | Payroll | 5 | EFT | Eden E Rush | 616.80 | |
| 3048 | 08/05/2024 | Payroll | 5 | EFT | Jennifer N Scharber | 4,213.40 | |
| 3049 | 08/05/2024 | Payroll | 5 | EFT | Madison N Scharber | 504.04 | |
| 3050 | 08/05/2024 | Payroll | 5 | EFT | Courtney N Sheldon | 1,773.69 | |
| 3051 | 08/05/2024 | Payroll | 5 | EFT | Christine Vermeer | 985.95 | |
| 3052 | 08/05/2024 | Payroll | 5 | EFT | Ronin Wachter-Parent | 693.82 | |
| 3053 | 08/01/2024 | Payroll | 5 | EFT | Timberland Bank | 14,206.53 | 941 Deposit for Pay Cycle(s) 07/20/2024 - 07/20/2024 |
| 3054 | 08/01/2024 | Payroll | 5 | EFT | WA Cares Fund Employment Security Dept | 1,772.27 | Pay Cycle(s) 04/20/2024 To 04/20/2024 - LTC; Pay Cycle(s) 05/05/2024 To 05/05/2024 - LTC; Pay Cycle(s) 05/20/2024 To 05/20/2024 - LTC; Pay Cycle(s) 06/05/2024 To 06/05/2024 - LTC; Pay Cycle(s) 06/20/2 |
| 3055 | 08/01/2024 | Payroll | 5 | EFT | Employment Security | 1,616.41 | Pay Cycle(s) 04/20/2024 To 04/20/2024 - PFML; Pay Cycle(s) 05/05/2024 To 05/05/2024 - PFML; Pay Cycle(s) 05/20/2024 To 05/20/2024 - PFML; Pay Cycle(s) 06/05/2024 To 06/05/2024 - PFML; Pay Cycle(s) 06/ |
| 3056 | 08/01/2024 | Payroll | 5 | EFT | WA State Dept of Retirement Systems | 410.00 | Pay Cycle(s) 07/20/2024 To 07/20/2024 - Deffered Comp |
| 3057 | 08/01/2024 | Payroll | 5 | EFT | WA State Dept of Retirement Systems | 410.00 | Pay Cycle(s) 07/05/2024 To 07/05/2024 - Deffered Comp |
| 3058 | 08/01/2024 | Payroll | 5 | EFT | WA State Dept of Retirement Systems | 10,081.28 | Pay Cycle(s) 06/20/2024 To 06/20/2024 - PERS II; Pay Cycle(s) 07/05/2024 To 07/05/2024 - PERS II |

File Attachments for Item:

9. Verizon Cell Tower Lease

Recommended Action: Review and motion to approve either Lump sum, or continued monthly rent amount.



July 24, 2024

THE CITY OF TENINO, WASHINGTON

Attn: Jen Scharber

Site Name: OLYTENINOLH

Site ID: 11421

Dear Jen,

I am following up with you regarding our recent telephone conversation setting forth Verizon Wireless's Lease Optimization Program. As discussed during our conversation, Verizon Wireless is interested in making certain modifications to the cell site lease regarding the Verizon Wireless communications facility on your property. These lease modifications will allow the cell site on your property to better meet Verizon Wireless's current operational needs and enhance its long-term value to the overall network.

Criteria for Cell Site Retention

As we discussed, Verizon Wireless would like to include this site in its long-term portfolio under the following terms:

- **New Rent Amount:** \$900.00 per month, commencing on (11/1/2024)
- **New Rent Escalator:** Ten Percent (10%) every 5 years (next increase on 11/1/2029)
- **Additional Renewal Terms:** Four (4) additional five (5) year renewal terms

-
- **Lump Sum Payment Option:** Provide a one-time lump sum payment of **\$221,467**. In return, you will grant a ninety-nine (99) year easement on your property.

The foregoing proposal does not constitute a binding offer to amend the lease. No legal obligation is created by this letter or any other written or oral communications until a written amendment to the lease has been signed by both Landlord and Verizon Wireless. Verizon Wireless will continue to abide by the terms of the current lease until an amendment has been executed or the existing lease has been terminated or expires. Verizon Wireless values its affiliation with you and hopes that you choose to secure your site(s) to continue a long and mutually profitable relationship in the years to come. After having reviewed this proposal, please contact me prior to **July 31, 2024**.

Sincerely,

Lynne Rush

Lease Consultant

Lease Optimization - CENREV

O 469.421.9101



180 Washington Valley Road, Bedminster, NJ 07921

File Attachments for Item:

10. Electrification & Appliance Rebates program agreement

Recommended Action: Motion to approve Electrification & Appliance Rebates program agreement



Interagency Agreement with

City of Tenino

through

State Home Electrification and Appliance Rebates Program

**Contract Number:
24-92701-035**

For

City of Tenino - Electrification and Appliance Rebates Program

Dated: Wednesday, May 1, 2024

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Face Sheet

Contract Number: 24-92701-035

**Energy Division Clean Buildings Unit
Home Electrification and Appliance Rebates Program**

| | | | |
|--|--|--|----------------------------------|
| 1. Contractor City of Tenino P.O. Box 4019 149 Hodgden St S Tenino, WA 98589 | | 2. Contractor Doing Business As (as applicable) | |
| 3. Contractor Representative Jen Scharber Clerk/Treasurer 360-264-2368 jscharber@cityoftenino.org | | 4. COMMERCE Representative Aaron Dumas Program Manager (564) 999-1414 Aaron.dumas@commerce.wa.gov PO Box 42525 1011 Plum St. SE Olympia, WA 98504 | |
| 5. Contract Amount \$95,009 | 6. Funding Source Federal: <input type="checkbox"/> State: <input checked="" type="checkbox"/> Other: <input type="checkbox"/> N/A: <input type="checkbox"/> | 7. Start Date 5/1/2024 | 8. End Date 6/30/2025 |
| 9. Federal Funds (as applicable) N/A | Federal Agency: N/A | ALN: N/A | |
| 10. Tax ID # 91-6001514 | 11. SWV # 0001495 | 12. UBI # 343-000-396 | 13. UEI # H4K9RS4K1NR3 |
| 14. Contract Purpose To administer a program that provides rebates and incentives to low- and moderate-income households and small businesses to purchase and install high-efficiency electric equipment and appliances. | | | |
| COMMERCE, defined as the Department of Commerce, and the Contractor, as defined above, acknowledge and accept the terms of this Contract and Attachments and have executed this Contract on the date below and warrant they are authorized to bind their respective agencies. The rights and obligations of both parties to this Contract are governed by this Contract and the following documents incorporated by reference: Contractor Terms and Conditions including Attachment "A" – Scope of Work, Attachment "B" – Budget, Attachment "C" – Program Work Plan | | | |
| FOR CONTRACTOR _____ David Watterson, Mayor _____ Date | | FOR COMMERCE _____ Michael Furze, Assistant Director Energy Division _____ Date APPROVED AS TO FORM ONLY BY ASSISTANT ATTORNEY GENERAL APPROVAL ON FILE | |

Special Terms and Conditions

1. AUTHORITY

COMMERCE and Contractor enter into this Contract pursuant to the authority granted by Chapter 39.34 RCW.

2. ACKNOWLEDGEMENT OF CLIMATE COMMITMENT ACT FUNDING

If this Agreement is funded in whole or in part by the Climate Commitment Act, Grantee agrees that any website, announcement, press release, and/or publication (written, visual, or sound) used for media-related activities, publicity, and public outreach issued by or on behalf of Grantee which reference programs or projects funded in whole or in part with Washington's Climate Commitment Act (CCA) funds under this Grant, shall contain the following statement:

"The Home Electrification and Appliance Rebates Program is supported with funding from Washington's Climate Commitment Act. The CCA supports Washington's climate action efforts by putting cap-and-invest dollars to work reducing climate pollution, creating jobs, and improving public health. Information about the CCA is available at www.climate.wa.gov."

The Grantee agrees to ensure coordinated Climate Commitment Act branding on work completed by or on behalf of the Grantee. The CCA logo must be used in the following circumstances, consistent with the branding guidelines posted at [CCA brand toolkit](#), including:

- A. Any project related website or webpage that includes logos from other funding partners;
- B. Any publication materials that include logos from other funding partners;
- C. Any on-site signage including pre-during Construction signage and permanent signage at completed project sites; and
- D. Any equipment purchased with CAA funding through a generally visible decal.

3. CONTRACT MANAGEMENT

The Representative for each of the parties shall be responsible for and shall be the contact person for all communications and billings regarding the performance of this Contract.

The Representative for COMMERCE and their contact information are identified on the Face Sheet of this Contract.

The Representative for the Contractor and their contact information are identified on the Face Sheet of this Contract.

4. COMPENSATION

COMMERCE shall pay an amount not to exceed \$95,009, for the performance of all things necessary for or incidental to the performance of work under this Contract as set forth in the Scope of Work.

5. BILLING PROCEDURES AND PAYMENT

COMMERCE will pay Contractor upon acceptance of services provided and receipt of properly completed invoices, which shall be submitted to the Representative for COMMERCE not more often than monthly nor less than quarterly.

The invoices shall describe and document, to COMMERCE's satisfaction, a description of the work performed, the progress of the project, and fees. The invoice shall include the Contract Number 24-92701-035. If expenses are invoiced, provide a detailed breakdown of each type. A receipt must accompany any single expenses in the amount of \$50.00 or more in order to receive reimbursement. Payment shall be considered timely if made by COMMERCE within thirty (30) calendar days after receipt of properly completed invoices. Payment shall be sent to the address designated by the



Contractor.

COMMERCE may, in its sole discretion, terminate the Contract or withhold payments claimed by the Contractor for services rendered if the Contractor fails to satisfactorily comply with any term or condition of this Contract.

No payments in advance or in anticipation of services or supplies to be provided under this Agreement shall be made by COMMERCE.

Invoices and End of Fiscal Year

Invoices are due on the 20th of the month following the provision of services.

Final invoices for a state fiscal year may be due sooner than the 20th and Commerce will provide notification of the end of fiscal year due date.

The Contractor must invoice for all expenses from the beginning of the contract through June 30, regardless of the contract start and end date.

Duplication of Billed Costs

The Contractor shall not bill COMMERCE for services performed under this Agreement, and COMMERCE shall not pay the Contractor, if the Contractor is entitled to payment or has been or will be paid by any other source, including grants, for that service.

Disallowed Costs

The Contractor is responsible for any audit exceptions or disallowed costs incurred by its own organization or that of its subcontractors.

COMMERCE may, in its sole discretion, withhold ten percent (10%) from each payment until acceptance by COMMERCE of the final report (or completion of the project, etc.).

6. SUBCONTRACTOR DATA COLLECTION

Contractor will submit reports, in a form and format to be provided by Commerce and at intervals as agreed by the parties, regarding work under this Contract performed by subcontractors and the portion of Contract funds expended for work performed by subcontractors, including but not necessarily limited to minority-owned, woman-owned, and veteran-owned business subcontractors. "Subcontractors" shall mean subcontractors of any tier.

7. INSURANCE

Each party shall be responsible for losses for which it is found liable.

8. FRAUD AND OTHER LOSS REPORTING

Contractor shall report in writing all known or suspected fraud or other loss of any funds or other property furnished under this Contract immediately or as soon as practicable to the Commerce Representative identified on the Face Sheet.

9. ORDER OF PRECEDENCE

In the event of an inconsistency in this Contract, the inconsistency shall be resolved by giving precedence in the following order:

- Applicable federal and state of Washington statutes and regulations
- Special Terms and Conditions
- General Terms and Conditions
- Attachment A – Scope of Work

10.



- Attachment B – Budget
- Attachment C – Program Work Plan

General Terms and Conditions

1. DEFINITIONS

As used throughout this Contract, the following terms shall have the meaning set forth below:

- A. "Authorized Representative" shall mean the Director and/or the designee authorized in writing to act on the Director's behalf.
- B. "COMMERCE" shall mean the Washington Department of Commerce.
- C. "Contract" or "Agreement" or "Grant" means the entire written agreement between COMMERCE and the Contractor, including any Attachments, documents, or materials incorporated by reference. E-mail or Facsimile transmission of a signed copy of this contract shall be the same as delivery of an original.
- D. "Contractor" or "Grantee" shall mean the entity identified on the face sheet performing service(s) under this Contract, and shall include all employees and agents of the Contractor.
- E. "Personal Information" shall mean information identifiable to any person, including, but not limited to, information that relates to a person's name, health, finances, education, business, use or receipt of governmental services or other activities, addresses, telephone numbers, social security numbers, driver license numbers, other identifying numbers, and any financial identifiers, and "Protected Health Information" under the federal Health Insurance Portability and Accountability Act of 1996 (HIPAA).
- F. "State" shall mean the state of Washington.
- G. "Subcontractor" shall mean one not in the employment of the Contractor, who is performing all or part of those services under this Contract under a separate contract with the Contractor. The terms "subcontractor" and "subcontractors" mean subcontractor(s) in any tier.

2. ALL WRITINGS CONTAINED HEREIN

This Contract contains all the terms and conditions agreed upon by the parties. No other understandings, oral or otherwise, regarding the subject matter of this Contract shall be deemed to exist or to bind any of the parties hereto.

3. AMENDMENTS

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

4. ASSIGNMENT

Neither this Contract, work thereunder, nor any claim arising under this Contract, shall be transferred or assigned by the Contractor without prior written consent of COMMERCE.

5. CONFIDENTIALITY AND SAFEGUARDING OF INFORMATION

- A. "Confidential Information" as used in this section includes:
 - i. All material provided to the Contractor by COMMERCE that is designated as "confidential" by COMMERCE;
 - ii. All material produced by the Contractor that is designated as "confidential" by COMMERCE; and



iii. All Personal Information in the possession of the Contractor that may not be disclosed under state or federal law.

B. The Contractor shall comply with all state and federal laws related to the use, sharing, transfer, sale, or disclosure of Confidential Information. The Contractor shall use Confidential Information solely for the purposes of this Contract and shall not use, share, transfer, sell or disclose any Confidential Information to any third party except with the prior written consent of COMMERCE or as may be required by law. The Contractor shall take all necessary steps to assure that Confidential Information is safeguarded to prevent unauthorized use, sharing, transfer, sale or disclosure of Confidential Information or violation of any state or federal laws related thereto. Upon request, the Contractor shall provide COMMERCE with its policies and procedures on confidentiality. COMMERCE may request changes to such policies and procedures as they apply to this Contract whenever COMMERCE reasonably determines that changes are necessary to prevent unauthorized disclosures, but only as the changes relate to this Contract. Upon request, the Contractor shall immediately return to COMMERCE any Confidential Information that COMMERCE reasonably determines has not been adequately protected by the Contractor against unauthorized disclosure.

C. Unauthorized Use or Disclosure. The Contractor shall notify COMMERCE within five (5) working days of any unauthorized use or disclosure of any confidential information, and shall take necessary steps to mitigate the harmful effects of such use or disclosure.

6. COPYRIGHT

Unless otherwise provided, all Materials produced under this Contract shall be considered "works for hire" as defined by the U.S. Copyright Act and shall be owned by COMMERCE. COMMERCE shall be considered the author of such Materials. In the event the Materials are not considered "works for hire" under the U.S. Copyright laws, the Contractor hereby irrevocably assigns all right, title, and interest in all Materials, including all intellectual property rights, moral rights, and rights of publicity to COMMERCE effective from the moment of creation of such Materials.

"Materials" means all items in any format and includes, but is not limited to, data, reports, documents, pamphlets, advertisements, books, magazines, surveys, studies, computer programs, films, tapes, and/or sound reproductions. "Ownership" includes the right to copyright, patent, register and the ability to transfer these rights.

For Materials that are delivered under the Contract, but that incorporate pre-existing materials not produced under the Contract, the Contractor hereby grants to COMMERCE a nonexclusive, royalty-free, irrevocable license (with rights to sublicense to others) in such Materials to translate, reproduce, distribute, prepare derivative works, publicly perform, and publicly display. The Contractor warrants and represents that the Contractor has all rights and permissions, including intellectual property rights, moral rights and rights of publicity, necessary to grant such a license to COMMERCE.

The Contractor shall exert all reasonable effort to advise COMMERCE, at the time of delivery of Materials furnished under this Contract, of all known or potential invasions of privacy contained therein and of any portion of such document which was not produced in the performance of this Contract. The Contractor shall provide COMMERCE with prompt written notice of each notice or claim of infringement received by the Contractor with respect to any Materials delivered under this Contract. COMMERCE shall have the right to modify or remove any restrictive markings placed upon the Materials by the Contractor.

7. DISPUTES

In the event that a dispute arises under this Agreement, it shall be determined by a Dispute Board in the following manner: Each party to this Agreement shall appoint one member to the Dispute Board. The members so appointed shall jointly appoint an additional member to the Dispute Board. The Dispute Board shall review the facts, Agreement terms and applicable statutes and rules and make a determination of the dispute. The Dispute Board shall thereafter decide the dispute with the majority prevailing. The determination of the Dispute Board shall be final and binding on the parties hereto. As



an alternative to this process, either of the parties may request intervention by the Governor, as provided by RCW 43.17.330, in which event the Governor's process will control.

8. GOVERNING LAW AND VENUE

This Contract shall be construed and interpreted in accordance with the laws of the state of Washington, and the venue of any action brought hereunder shall be in the Superior Court for Thurston County.

9. INDEMNIFICATION

Each party shall be solely responsible for the acts of its employees, officers, and agents.

10. LICENSING, ACCREDITATION AND REGISTRATION

The Contractor shall comply with all applicable local, state, and federal licensing, accreditation and registration requirements or standards necessary for the performance of this Contract.

11. RECAPTURE

In the event that the Contractor fails to perform this Contract in accordance with state laws, federal laws, and/or the provisions of this Contract, COMMERCE reserves the right to recapture funds in an amount to compensate COMMERCE for the noncompliance in addition to any other remedies available at law or in equity.

Repayment by the Contractor of funds under this recapture provision shall occur within the time period specified by COMMERCE. In the alternative, COMMERCE may recapture such funds from payments due under this Contract.

12. RECORDS MAINTENANCE

The Contractor shall maintain books, records, documents, data and other evidence relating to this contract and performance of the services described herein, including but not limited to accounting procedures and practices that sufficiently and properly reflect all direct and indirect costs of any nature expended in the performance of this contract.

The Contractor shall retain such records for a period of six years following the date of final payment. At no additional cost, these records, including materials generated under the contract, shall be subject at all reasonable times to inspection, review or audit by COMMERCE, personnel duly authorized by COMMERCE, the Office of the State Auditor, and federal and state officials so authorized by law, regulation or agreement.

If any litigation, claim or audit is started before the expiration of the six (6) year period, the records shall be retained until all litigation, claims, or audit findings involving the records have been resolved.

13. SAVINGS

In the event funding from state, federal, or other sources is withdrawn, reduced, or limited in any way after the effective date of this Contract and prior to normal completion, COMMERCE may suspend or terminate the Contract under the "Termination for Convenience" clause, without the ten calendar day notice requirement. In lieu of termination, the Contract may be amended to reflect the new funding limitations and conditions.

14. SEVERABILITY

The provisions of this contract are intended to be severable. If any term or provision is illegal or invalid for any reason whatsoever, such illegality or invalidity shall not affect the validity of the remainder of the contract.

15. SUBCONTRACTING

The Contractor may only subcontract work contemplated under this Contract if it obtains the prior written approval of COMMERCE.



If COMMERCE approves subcontracting, the Contractor shall maintain written procedures related to subcontracting, as well as copies of all subcontracts and records related to subcontracts. For cause, COMMERCE in writing may: (a) require the Contractor to amend its subcontracting procedures as they relate to this Contract; (b) prohibit the Contractor from subcontracting with a particular person or entity; or (c) require the Contractor to rescind or amend a subcontract.

Every subcontract shall bind the Subcontractor to follow all applicable terms of this Contract. The Contractor is responsible to COMMERCE if the Subcontractor fails to comply with any applicable term or condition of this Contract. The Contractor shall appropriately monitor the activities of the Subcontractor to assure fiscal conditions of this Contract. In no event shall the existence of a subcontract operate to release or reduce the liability of the Contractor to COMMERCE for any breach in the performance of the Contractor's duties.

Every subcontract shall include a term that COMMERCE and the State of Washington are not liable for claims or damages arising from a Subcontractor's performance of the subcontract.

16. SURVIVAL

The terms, conditions, and warranties contained in this Contract that by their sense and context are intended to survive the completion of the performance, cancellation or termination of this Contract shall so survive.

17. TERMINATION FOR CAUSE

In the event COMMERCE determines the Contractor has failed to comply with the conditions of this contract in a timely manner, COMMERCE has the right to suspend or terminate this contract. Before suspending or terminating the contract, COMMERCE shall notify the Contractor in writing of the need to take corrective action. If corrective action is not taken within 30 calendar days, the contract may be terminated or suspended.

In the event of termination or suspension, the Contractor shall be liable for contractual damages as authorized by law which may include, any cost difference between the original contract and the replacement or cover contract and all administrative costs directly related to the replacement contract, e.g., cost of the competitive bidding, mailing, advertising and staff time.

COMMERCE reserves the right to suspend all or part of the contract, withhold further payments, or prohibit the Contractor from incurring additional obligations of funds during investigation of the alleged compliance breach and pending corrective action by the Contractor or a decision by COMMERCE to terminate the contract. A termination shall be deemed a "Termination for Convenience" if it is determined that the Contractor: (1) was not in default; or (2) failure to perform was outside of his or her control, fault or negligence.

The rights and remedies of COMMERCE provided in this contract are not exclusive and are, in addition to any other rights and remedies, provided by law.

18. TERMINATION FOR CONVENIENCE

Except as otherwise provided in this Contract, COMMERCE may, by ten (10) business days' written notice, beginning on the second day after the mailing, terminate this Contract, in whole or in part. If this Contract is so terminated, COMMERCE shall be liable only for payment required under the terms of this Contract for services rendered or goods delivered prior to the effective date of termination.

19. TERMINATION PROCEDURES

Upon termination of this contract, COMMERCE, in addition to any other rights provided in this contract, may require the Contractor to deliver to COMMERCE any property specifically produced or acquired for the performance of such part of this contract as has been terminated. The provisions of the "Treatment of Assets" clause shall apply in such property transfer.

COMMERCE shall pay to the Contractor the agreed upon price, if separately stated, for completed work and services accepted by COMMERCE, and the amount agreed upon by the Contractor and COMMERCE for (i) completed work and services for which no separate price is stated, (ii) partially completed work and services, (iii) other property or services that are accepted by COMMERCE, and



(iv) the protection and preservation of property, unless the termination is for default, in which case the Authorized Representative shall determine the extent of the liability of COMMERCE. Failure to agree with such determination shall be a dispute within the meaning of the "Disputes" clause of this contract. COMMERCE may withhold from any amounts due the Contractor such sum as the Authorized Representative determines to be necessary to protect COMMERCE against potential loss or liability.

The rights and remedies of COMMERCE provided in this section shall not be exclusive and are in addition to any other rights and remedies provided by law or under this contract.

After receipt of a notice of termination, and except as otherwise directed by the Authorized Representative, the Contractor shall:

- A. Stop work under the contract on the date, and to the extent specified, in the notice;
- B. Place no further orders or subcontracts for materials, services, or facilities except as may be necessary for completion of such portion of the work under the contract that is not terminated;
- C. Assign to COMMERCE, in the manner, at the times, and to the extent directed by the Authorized Representative, all of the rights, title, and interest of the Contractor under the orders and subcontracts so terminated, in which case COMMERCE has the right, at its discretion, to settle or pay any or all claims arising out of the termination of such orders and subcontracts;
- D. Settle all outstanding liabilities and all claims arising out of such termination of orders and subcontracts, with the approval or ratification of the Authorized Representative to the extent the Authorized Representative may require, which approval or ratification shall be final for all the purposes of this clause;
- E. Transfer title to COMMERCE and deliver in the manner, at the times, and to the extent directed by the Authorized Representative any property which, if the contract had been completed, would have been required to be furnished to COMMERCE;
- F. Complete performance of such part of the work as shall not have been terminated by the Authorized Representative; and
- G. Take such action as may be necessary, or as the Authorized Representative may direct, for the protection and preservation of the property related to this contract, which is in the possession of the Contractor and in which COMMERCE has or may acquire an interest.

20. TREATMENT OF ASSETS

Title to all property furnished by COMMERCE shall remain in COMMERCE. Title to all property furnished by the Contractor, for the cost of which the Contractor is entitled to be reimbursed as a direct item of cost under this contract, shall pass to and vest in COMMERCE upon delivery of such property by the Contractor. Title to other property, the cost of which is reimbursable to the Contractor under this contract, shall pass to and vest in COMMERCE upon (i) issuance for use of such property in the performance of this contract, or (ii) commencement of use of such property in the performance of this contract, or (iii) reimbursement of the cost thereof by COMMERCE in whole or in part, whichever first occurs.

- A. Any property of COMMERCE furnished to the Contractor shall, unless otherwise provided herein or approved by COMMERCE, be used only for the performance of this contract.
- B. The Contractor shall be responsible for any loss or damage to property of COMMERCE that results from the negligence of the Contractor or which results from the failure on the part of the Contractor to maintain and administer that property in accordance with sound management practices.
- C. If any COMMERCE property is lost, destroyed or damaged, the Contractor shall immediately notify COMMERCE and shall take all reasonable steps to protect the property from further



damage.

- D. The Contractor shall surrender to COMMERCE all property of COMMERCE prior to settlement upon completion, termination or cancellation of this contract.
- E. All reference to the Contractor under this clause shall also include Contractor's employees, agents or Subcontractors.

21. **WAIVER**

Waiver of any default or breach shall not be deemed to be a waiver of any subsequent default or breach. Any waiver shall not be construed to be a modification of the terms of this Contract unless stated to be such in writing and signed by Authorized Representative of COMMERCE.



Attachment A: Scope of Work

Purpose

Engrossed Substitute Senate Bill 5200 Section 1008 Subsection 1 states:

Home Electrification and Appliance Rebates (HEAR) Program

For the department (Commerce) to administer grants to eligible third-party administrators for heat pump and other high-efficiency electric equipment rebates, with a focus on low/moderate income households and small businesses. State incentives and rebates for installation of high efficiency electric equipment, including electrical panel upgrades, provide a benefit to the public consistent with the state's energy strategy and climate mandates by reducing greenhouse gas emissions from the built environment.

- (a) \$75,000,000 of the climate commitment account-state appropriation is provided solely for the department to administer ESSB 5200.PL grants to low/moderate income households and small businesses.

Commerce shall implement a statewide high efficiency electric equipment program consistent with the following:

- (a) Aid the transition of residential and commercial buildings away from fossil fuels by providing education and outreach resources for the installation of high efficiency electric heat pumps and other high efficiency electric equipment;
- (b) Provide grants, coordination, and technical assistance to eligible third-party administrators to promote the adoption of high efficiency electric heat pump equipment for space and water heating; and
- (c) Develop strategies to ensure that the program serves low income households, vulnerable populations, and overburdened communities, including dedicating a portion of the program funding for this purpose.

Tasks and Deliverables

Task 1: Funding Priorities

Third-party administrators that receive funding through HEAR, must meet the following funding priorities:

1. **Provide rebates and incentives that serve the following populations:**
 - a. Low-income single- and multifamily households with household income of 80% or less of Area Median Income.
 - b. Moderate-income single- and multifamily households with household income between 80% and 150% of Area Median Income.
 - c. Small businesses with fifty (50) employees or less, or otherwise meet the definition in RCW 39.26.010(22)
2. Rebates and incentives must be for the purchase or installation of high-efficiency electric equipment, including, but not limited to:

Table 1: Eligible High-Efficiency Electric Equipment

| Upgrade Type | Eligible Equipment |
|--------------|---|
| Appliance | Electric Heat Pump Water Heater |
| | Electric Air-source or Ground source Heat Pump for Space Conditioning |
| | Commercial or Residential Induction Kitchen Equipment |
| | Electric Heat Pump Clothes Dryer |

| | |
|---|--------------------------------------|
| Electric Service necessary for the installation of high-efficiency electric equipment | Electrical Service and Panel Upgrade |
| | Electric Wiring |

- (a) All equipment must meet the following requirements:
- Remove all fossil fuel equipment where technically and economically feasible.
 - All air-source heat pumps must be listed on the Northeast Energy Efficiency Partnership's (NEEP) Cold Climate Air Source Heat Pump (ccASHP) Product List, or meet the most recent ENERGY STAR Cold Climate product criteria.
 - All equipment must be ENERGY STAR Certified or CEE North Region Certified.
 - All equipment that uses refrigerants must follow the statutory global warming potential (GWP) limits from the Washington State Department of Ecology and the U.S. Environmental Protection Agency (EPA), and where technically and economically feasible, must use low GWP refrigerants listed by the EPA's Significant New Alternatives Policy (SNAP) Program, or the California Air Resources Board (CARB).
- (b) Mechanical, electrical, and plumbing (MEP) equipment may be eligible if necessary for the installation of eligible high-efficiency electric equipment listed in Table 1.
- (c) Education and outreach resources to promote the adoption of high-efficiency electric equipment and build workforce capacity.
- (d) Program administration costs not to exceed 15 percent of grant funds.

Task 2: Program Work Plan and Outcomes

Grantees must provide a work plan to COMMERCE. Work plans must address the following:

1. High-level description of the program, including goals and outcomes.
2. Description of the jurisdiction that the program will serve. This may include information on rural status, median income, and population demographics.
3. Total funding for the program – Commerce grant funds plus matching funds – and an anticipated budget that must include at a minimum:
 - a. Costs for rebates and incentives for eligible high-efficiency electric equipment
 - i. Costs should be categorized into the funding allocated to household and small business rebates and incentives, and subsequently by the eligible equipment rebates and incentives the program is providing (as described in Task 1).
 - b. Costs for outreach and education, if applicable.
 - c. Administrative costs.
4. Grantees must ensure that their program only provides rebates and incentives to the eligible rebate recipients listed in Task 1.
 - a. What populations or subsets of the listed eligible rebate recipients, does this program primarily serve? How will your jurisdiction prioritize the populations that will receive rebates and incentives?
 - b. How will the program qualify eligible households and small businesses to receive rebates or incentives? Possible methods for verifying eligibility of households may include participation in other income-qualified benefits programs (LIHEAP, SNAP, etc), tenancy in income-qualified housing units, or other methods, which verify income against the thresholds described in Task 1.
5. Describe how your jurisdiction, and any partners or subcontractors will, provide outreach and education about the program, and resources for the installation of high efficiency electric equipment.
 - a. What strategies will this program use to reach low-income households, vulnerable populations, and overburdened communities?
6. Describe the process for distributing rebates and incentives, including any application process that rebate recipients or contractors must follow.

7. Describe partnerships or subcontracts that the Grantee will use to complete the proposed scope of work of the program.

Task 3: Expenditure Reporting

1. All Grantees are required to submit Project and Expenditure Reports
 - a. Grantees must provide COMMERCE quarterly reports with an official expenditure report/ledger from their general ledger for all expenses claimed for COMMERCE funding from the program and any backup invoice documentation requested from COMMERCE. The expenditure report/ledger must include:
 - i. Number of households and small businesses that were provided rebates and incentives to purchase or install high-efficiency electric equipment and appliances
 - ii. Site information for households and small businesses that received rebates and incentives:
 1. Address, city, and zip code
 2. Date rebate or incentive claimed or issued
 3. Household income or small business size verification
 4. Pre-rebate fuel type of the household or small business
 5. Technical specifications of the equipment and appliances purchased or installed through the program, including, but not limited to the equipment brand, certifications, efficiency (SEER/HSPF/EER/COP), and cost
 6. Amount of the rebate or incentive claimed or issued
 7. Applicable building and electrical permit numbers
2. Grantees must provide COMMERCE an official final/close out expenditure report/ledger from their general ledger for all expenses claimed for COMMERCE funding from the program.
3. Grantees shall also provide information for any subawards, contracts, transfers, and direct payments made using funding from the program.
4. COMMERCE will withhold 2% of the total reimbursable amount for each item listed in Attachment B: Budget until the Grantee provides the official report/ledger from their general ledger for all expenses claimed for COMMERCE funding from the program.

Attachment B: Budget

| Item | Description | Amount |
|-------------|--|--------------------|
| 1 | Grant to administer a rebates and incentives program for high-efficiency electric equipment and appliances | \$95,009.00 |
| | Total Grant Amount | \$95,009.00 |

Attachment C: Program Work Plan

File Attachments for Item:

11. Change Order 4- Ag Park N Bldg- Electrical

Recommended Action: Motion to approve change order #4 Ag Park N. Building

CHANGE ORDER

No. 4

(Instructions on reverse side)

PROJECT: Tenino Ag Park North Building - Electrical

DATE OF ISSUANCE: August 14, 2024 EFFECTIVE DATE: August 15, 2024

OWNER: City of Tenino

OWNER's Contract No.: N/A

CONTRACTOR: Travers Electric, Inc.

ENGINEER: Gibbs & Olson, Inc.

You are directed to make the following changes in the Contract Documents.

Make 4 exterior lights emergency lights

Reason for Change Order: Lighting is required to be battery backup per building code.

This change order includes all direct and indirect costs for labor, equipment, materials and the time required for completion of the work described delivered to the Owner ready for use.

Attachments: (List documents supporting change) : Travers Electric change order proposal 6.

| CHANGE IN CONTRACT PRICE: | CHANGE IN CONTRACT TIMES: |
|--|--|
| Original Contract Price \$ <u>362,135.00</u> | Original Contract Times Substantial Completion: <u>150 calendar days</u> Ready for final payment: <u>180 calendar days</u> days or dates |
| Net changes from previous Change Order No. <u>1</u> to No. <u>3</u> \$ <u>67,890.78</u> | Net changes from previous Change Order No. <u>1</u> to No. <u>3</u> <u>60 calendar days</u> days |
| Contract Price prior to this Change Order \$ <u>430,025.78 including sales tax</u> | Contract Times prior to this Change Order Substantial Completion: <u>210 Calendar days</u> Ready for final payment: <u>240 calendar days</u> days or dates |
| Net Increase of this Change Order \$ <u>2645.77 including sales tax</u> | Net Increase (decrease) of this Change Order <u>0 calendar days</u> days |
| Contract Price with all approved Change Orders \$ <u>432,671.55 including sales tax</u> | Contract Times with all approved Change Orders Substantial Completion: <u>210 calendar days</u> Ready for final payment: <u>240 calendar days</u> days or dates |

RECOMMENDED:

APPROVED:

ACCEPTED:

By: *Paul E. Russell*
Engineer (Authorized Signature)

By: _____
Owner (Authorized Signature)

By: *Paul G. T.*
Contractor (Authorized Signature)

Date: July 30, 2024

Date: _____

Date: 7-30-24

CHANGE ORDER

INSTRUCTIONS

A. GENERAL INFORMATION

This document was developed to provide a uniform format for handling contract changes that affect Contract Price or Contract Times. Changes that have been initiated by a Work Change Directive must be incorporated into a subsequent Change Order if they affect Contract Price or Times.

Changes that affect Contract Price or Contract Times should be promptly covered by a Change Order. The practice of accumulating change order items to reduce the administrative burden may lead to unnecessary disputes.

If Milestones have been listed any effect of a Change Order thereon should be addressed.

For supplemental instructions and minor changes not involving a change in the Contract Price or Contract Times, a Field Order may be used.

B. COMPLETING THE CHANGE ORDER FORM

Engineer initiates the form, including a description of the changes involved and attachments based upon documents and proposals submitted by Contractor, or requests from Owner, or both.

Once Engineer has completed and signed the form, all copies should be sent to Contractor for approval. After approval by Contractor, all copies should be sent to Owner for approval. Engineer should make distribution of executed copies after approval by Owner.

If a change only applies to Contract Price or to Contract Times, cross out the part of the tabulation that does not apply.

COP contractor Breakdown Summary

Project Name: Tenino Ag North Building TI
 Project No. _____
 Contractor: Travers Electric, Inc.

COP No. 6
 Date: 7/29/2024
 Contractor Ref. No. _____

Description of work: Add emergency/egress lights to meet building code.

| | | | |
|---|------------------------------|---|-------------|
| 1. CRAFT LABOR COSTS | | Itemize all costs on the Cost Breakdown tab. | |
| Direct Labor Costs: | | | |
| a. crew (apprentices, journeymen, & laborers) | \$ 1,277.22 | | |
| b. foreman | \$ - | | |
| c. lead foreman | \$ - | | |
| | DIRECT LABOR SUBTOTAL | \$ 1,277.22 | |
| Supervision: | | | |
| d. direct supervision (NTE 15% of 1a) | \$ 191.58 | | |
| e. safety (NTE 2% of lines 1a, b, & c) | \$ 25.54 | | |
| 2. MATERIAL COSTS | | | |
| a. material costs | \$ 436.05 | | |
| b. freight costs (itemize) | \$ - | | |
| 3. EQUIPMENT COSTS | | | |
| a. owned equipment (per spec approved source) | \$ - | | |
| b. rental equipment (per invoices attached) | \$ - | | |
| 4. SMALL TOOLS | | | |
| a. small tools (NTE 5% of 1a & b) | \$ 63.86 | | |
| 5. OVERHEAD + PROFIT (Prime contractor work) | | | |
| OVERHEAD | | | |
| a. NTE 22% portion of 1, 2, 3, & 4 up to \$50,000 | \$ 438.68 | | |
| b. NTE 6% portion of 1, 2, 3, & 4 in excess of \$50,000 | \$ - | | |
| PROFIT | | | |
| c. NTE 6% portion of 1, 2, 3, & 4 | \$ - | on self performed work | |
| 6. SUB-SUBCONTRACTORS | | | |
| a. _____ | \$ - | | |
| b. _____ | \$ - | | |
| c. _____ | \$ - | | |
| d. _____ | \$ - | | |
| 7. OVERHEAD + PROFIT ON SUB-SUBCONTRACTORS | | | |
| OVERHEAD | | | |
| a. NTE 8% of Line 6 up to \$50,000 for each sub | \$ - | | |
| b. NTE 4% of Line 6 in excess of \$50,000 for each sub | \$ - | | |
| PROFIT | | | |
| c. NTE 4% portion of 6 | \$ - | on subcontractor work | |
| 8. INSURANCE | | | |
| a. payroll driven liability insurance 0.69 % of 1 | \$ 10.35 | | |
| b. volume driven liability insurance 0.00 % of 1-7 | \$ - | | |
| 9. BOND | | | |
| a. bond 0.00 % of 1-8 | \$ - | | |
| | | 1. CRAFT LABOR COSTS | \$ 1,494.00 |
| | | 2. MATERIAL COSTS | \$ 436.00 |
| | | 3. EQUIPMENT COSTS | \$ - |
| | | 4. SMALL TOOLS | \$ 64.00 |
| | | SUBTOTAL 1 thru 4 | \$ 1,994.00 |
| | | 5. OVERHEAD & PROFIT | \$ 439.00 |
| | | 6. SUB-SUBCONTRACTORS | \$ - |
| | | 7. OVERHEAD & PROFIT ON SUB-SUBCONTRACTORS | \$ - |
| | | 8. INSURANCE | \$ 10.00 |
| | | 9. BOND | \$ - |
| | | TOTAL COST | \$ 2,443.00 |

Form Revised 8/23/2013

11. [] ers Electric, Inc.

122 Sturdevant Rd.
Chehalis, WA 98532

Estimate

| | |
|-----------|------------|
| Date | Estimate # |
| 7/29/2024 | 5089 |

| |
|--|
| Name / Address |
| Tenino Ag North for Brandon AT COST Change Order #6 |

| |
|---------|
| Project |
| |

| Item | Qty | Description | Cost | Amount | Markup | Total Sell \$ |
|-----------|-----|------------------------------------|-------|--------|--------|---------------|
| 4SDMB | 4 | 4 Square Deep Metal Box w/Brackets | 2.69 | 10.76 | | 10.76 |
| SG58MR | 4 | SG 5/8 Raised Mud Ring | 0.91 | 3.64 | | 3.64 |
| 4SDM | 2 | 4 Square Deep Metal Box | 1.91 | 3.82 | | 3.82 |
| 4SQ Blank | 2 | 4 SQ Blank Cover w/1/2 KO | 0.77 | 1.54 | | 1.54 |
| 122MC | 250 | 12/2 MC Cable | 0.61 | 152.50 | | 152.50 |
| GPIG | 6 | Grounding Pigtailes | 0.60 | 3.60 | | 3.60 |
| Red WN | 24 | Red Wire Nuts | 0.10 | 2.40 | | 2.40 |
| MC Strap | 40 | 3/8 MC Strap | 0.11 | 4.40 | | 4.40 |
| 10SCR | 52 | #10 Screw | 0.16 | 8.32 | | 8.32 |
| MCConn | 16 | MC Connector | 1.31 | 20.96 | | 20.96 |
| MATERIALS | 1 | 7/8 x 6" Auger Bit | 38.19 | 38.19 | | 38.19 |
| | | Materials Subtotal | | | | 250.13 |

| | |
|-------------------------|----------|
| Subtotal | \$250.13 |
| Sales Tax (0.0%) | \$0.00 |
| Total | \$250.13 |

File Attachments for Item:

12. Interlocal Cooperation Agreement between Thurston County and City of Tenino to participate to receive funds under the federal community development block grant entitlement program.

Recommended Action: Motion to approve CDBG ILA

**INTERLOCAL COOPERATION AGREEMENT
BETWEEN THURSTON COUNTY AND CITY OF TENINO TO
PARTICIPATE IN AND RECEIVE FUNDS UNDER THE FEDERAL
COMMUNITY DEVELOPMENT BLOCK GRANT ENTITLEMENT
PROGRAM**

PROGRAM YEARS 2025 – 2027

This Interlocal Cooperation Agreement (hereinafter the “Agreement”) for Community Development Block Grant Funds (hereinafter “CDBG”) is made and entered into by and between Thurston County (hereinafter the “County”), a political subdivision of the State of Washington, and the City of Tenino, (hereinafter the “City”), a municipal cooperation within Thurston County for the purpose of receiving and administering federal funds under the CDBG Entitlement Program. This agreement will become effective upon adoption by the parties and approval by the U.S. Department of Housing and Urban Development (HUD), and will continue until terminated as provided herein.

WHEREAS, a pursuant to Section 104 (b) Title I of the Housing and Community Development Act of 1974, as amended, provides CDBG funds may be used for the support of the activities that provide decent housing and suitable living environments and expanded economic opportunities principally for persons of low and-moderate-income; and

WHEREAS, Thurston County notified HUD of its intent to participate as an Urban County under the CDBG program as the federal fiscal year 2013; and

WHEREAS, HUD has previously determined that Thurston County qualifies as an Urban County and is eligible to become a CDBG Entitlement grantee; and

WHEREAS, the amount of CDBG funds to which the County may be entitled is in part dependent upon the population of other CDBG eligible applicant cities and towns which by this Agreement elect to participate in the CDBG Entitlement Program with the County; and

WHEREAS, the purpose of this Agreement, which is entered into pursuant to, and in accordance with the State Inter-local Cooperation Act, RCW 39.34 is to plan for, and administer the CDBG Program.

NOW, THEREFORE, in consideration of the mutual promises made herein and the mutual benefits received hereunder, the parties agree as follows:

SECTION I: DEFINITIONS:

1. “Party” means a unit of local government that is a signatory to this agreement.
2. “Qualified Urban County” is a county that is eligible to be a CDBG Entitlement grantee. The qualified urban county in this agreement is Thurston County. As a qualified urban county, Thurston County shall assume overall responsibility for ensuring that the funds it receives from the CDBG Entitlement Program are managed in compliance with all applicable HUD requirements.

SECTION II: GENERAL PROVISIONS

1. This agreement covers the County and the City’s participation in the federal CDBG Program. The County has the necessary authority to accept CDBG funding as an Urban County to undertake essential and eligible community development and lower income housing assistance activities for the next three (3) Federal Fiscal Years (2025-2027) funded from the CDBG program and from any program income generated from the expenditure of such funds. The County and City agree to cooperate to undertake, or assist in undertaking, community renewal and lower income housing assistance activities.
2. By executing this agreement, each party understands that it:
 - a. May not apply for grants from appropriations under the State CDBG Program for fiscal years during the period in which it participates in the urban county’s CDBG program; and
 - b. May receive a formula allocation under the Emergency Solutions Grant (hereinafter “ESG”) Program only through the urban county. Provided, however, that this does not preclude the urban county or a unit of government participating with the urban county from applying to the State for ESG funds, if the state allows; and
 - c. May receive a formula allocation under the HOME Program and through the urban county.
3. The term of this Agreement shall be the County CDBG Urban County qualification period of the federal fiscal years 2025-2027, commencing on October 1, 2024, and ending on September 30, 2027, unless an earlier date of termination is fixed by HUD, pursuant to the ACT. This Agreement remains in effect until the CDBG, HOME, and ESG funds and program income received with the respect to activities carried out for Program Years 2025, 2026, and 2027 and any successive qualification periods are expended and the funded activities

are completed. The County and the City cannot terminate or withdraw from this Agreement except at the end of each three year qualification period.

4. This Agreement automatically renews to consecutive three (3) year terms, unless the County or the City provide written notice at least sixty (60) days prior to the end of the term that it elects not to participate in a new qualification period. A copy of that notice must be sent to the HUD Field Office. Before the end of each three (3) year term, the County will notify the City in writing by the date specified in HUD's Urban County qualification notice for the next qualification period of its right not to participate in the urban county for a successive three (3) year term with a copy of the notification sent to the HUD Field Office.
5. The Parties to this Agreement agree to adopt any amendments to this Agreement incorporating any changes necessary to meet the requirement for Cooperation Agreements set forth in the Urban County Qualification Notice by HUD applicable for a subsequent three (3) year urban county qualification period. Any amendment to this Agreement shall be submitted to HUD as provided in the urban county qualification notice as required and that such failure to comply will void the automatic renewal for such qualification period.
6. The County and the City agree to cooperate to undertake, or assist in undertaking community renewal and lower-income housing assistance activities.
7. The County and the City will take all actions necessary to assure compliance with Thurston County's certification required by Section 104 (b) of the Title I of the Housing and Community Development Act of 1974, as amended, including Title VI of the Civil Rights Act of 1964 (and the implementing regulations at 24 CFR part 1); the Fair Housing Act (Title VIII of the Civil Rights Act of 1968) and the implementing regulations at 24 CFR part 100, and the duty to affirmatively further fair housing (AFFH); Section 109 of Title I of the Housing and Community Development Act of 1974, and the implementing regulations at 24 CFR part 6, which incorporates Section 504 of the Rehabilitation Act of 1973, and the implementing regulations at 24 CFR part 8; Title 11 of the Americans with Disabilities Act, and the implementing regulations at 28 CFR part 35; the Age Discrimination Act of 1975, and the implementing regulation at 24 CFR part 146; Section 3 of the Housing and Urban Development Act of 1968; and other applicable laws.
8. The County will not use CDBG funding for activities in, or in support of a City that does not affirmatively further fair housing within the City's jurisdiction or that impedes the County's action to comply with the County's fair housing certification.
9. The County and the City have each adopted and are enforcing:

- a. A policy prohibiting the use of excessive force by law enforcement agencies within its jurisdiction against any individuals engaged in non-violent civil rights demonstration; and,
 - b. A policy of enforcing applicable State and local laws against physically barring entrance to, or exit from a facility or location which is the subject of such non-violent civil rights demonstration within jurisdictions.
10. The County and the City will not obstruct the implementation of the approved Consolidated Plan, the Community Development Plan and subsequent Annual Action Plan(s) during the period covered by this Agreement.
11. The County has final responsibility for conducting CDBG activities and annual filing of non-housing Community Development Plan and Action Plan and required certifications with HUD. The Thurston County HOME Consortium will submit the Consolidated Plan.
12. The County, as recipient pursuant to 24CFR 570.501 (b), is responsible for ensuring that all funds are used in accordance with all program requirements. The use of designated public agencies, sub-recipients, or contractors does not relieve the recipient of this responsibility. The County is also responsible for determining the adequacy of performance under sub-recipient agreements and procurement contracts, and for taking appropriate action when performance problem arise, such as the actions described in 24CFR 570.910.
13. Where the City is participating with, or as part of an urban county, the County is responsible for applying to the City the same requirement of a written agreement as described in 24 CFR 570.503, except that the five-year period identified under 24CFR 570.503 shall begin with the date that a participating City is no longer considered by HUD to be a part of the urban county, instead of the date that the sub-recipient agreement expires.
14. The County and the City may not apply for grants under the Small Cities or State CDBG Programs from appropriations for fiscal years 2025, 2026, and 2027, the years during which the City is participating in the Thurston County CDBG Program.
15. Pursuant to the Consolidated and Further Continuing Appropriations Act, 2015, Pub L. 113-235, a unit of general local government may not sell, trade, or otherwise transfer all or any portion of such funds to a metropolitan city, urban county, unit of general local government, or Indian Tribe, or insular area that directly or indirectly receives CDBG funds in exchange for any other funds, credits or non-Federal considerations, but must use such funds for activities eligible under Title 1 of the Housing and Community Development Act of 1974, as amended.

- 16. The County and the City agree to execute a Memorandum of Understanding (MOU) determining the governance structure, including decision and administrative processes to carry out the terms of this Agreement.
- 17. This Agreement creates no separate legal entity.
- 18. Prior to its entry into force, this Agreement shall be filed with the Thurston County Auditor’s Office or posted upon the websites of the County and the City as provided by RCW 39.34.040.
- 19. This Agreement shall be governed by the laws of the State of Washington as to interpretation and performance. The parties agree that venue for enforcement of any provisions shall be the Superior Court of Thurston County.
- 20. This Agreement shall be effective upon the signature by the last of the parties hereto.

Thurston County

City of Tenino

Tye Menser, Chair of Board

Dave Watterson, Mayor


Date: _____

Date: _____

Approved as to form:

Approved as to form:

County Prosecuting Attorney:

By:  _____
Deputy

By: _____
City Attorney