

City of Tenino

149 Hodgen Street South
Tenino, WA 98589

City Council Meeting
Tuesday, April 12, 2022 at 7:00 PM

Agenda

WORK SESSION

- [1.](#) Playground Presentation

CALL TO ORDER

AGENDA APPROVAL

- [2.](#) Agenda for the Regular Meeting of the 4/12/22.

Recommended Action: Motion to approve the agenda as presented.

APPROVAL OF MINUTES

- [3.](#) Meeting Minutes for 3/22/2022

Recommended Action: Motion to approve 3/22/2022 meeting minutes as presented.

CONSENT CALENDAR

- [4.](#) Consent Calendar consisting of March 23, 2022 through April 12, 2022:

Payroll EFT's in the amount of \$40,783.13

Claims Checks #30500 through #30540 and EFT's in the amount of \$12,7021.13

for a grand total of \$169,804.26

Liquor Cannabis License: None

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

EXECUTIVE SESSION

PRESENTATIONS

5. Presentation of Appreciation for David Watterson for his time and contributions while on the Tenino City Council.

PUBLIC COMMENTS

PUBLIC HEARING

PROCLAMATIONS

6. Proclamation of Raise for Rowyn Day, April 19th.

Recommended action: Move to approve Proclamation.

OLD BUSINESS

7. Thurston County Heritage Grant, this grant would award City of Tenino \$5,000 in Support of the Tenino Depot Museum Restoration Project.

Recommended Action: Review and motion to approve and accept Heritage Grant.

NEW BUSINESS

8. Separation Agreement Review

Recommended Action: Review and Approve Separation Agreement

9. Updated School Resource Officer Contract

Recommended Action: Review and approve SRO Contract

10. Water Line Replacement

Recommended Action: Review and approve Water Line Replacement.

11. Accept Gifted Flag from Congresswoman Strickland

Recommended Action: Accept gifted Flag from Congresswoman Strickland

RESOLUTIONS

ORDINANCES

REPORTS

12. 1) Chamber of Commerce
- 2) Economic Development Council (EDC)
- 3) Experience Olympia & Beyond (VCB)
- 4) Fire District #12
- 5) Library
- 6) Museum
- 7) Tenino Community Service Center
13. 1) ARCH Commission
- 2) Civil Service Commission
- 3) Façade Improvement Grant Review Committee
- 4) Finance Committee

5) Planning Commission

6) Public Safety Committee

14. 1) Chief of Police

2) Director of Public Works

3) City Planner

4) Code Enforcement/Building Inspector

5) City Attorney

6) Clerk/Treasurer

7) Mayor

15. 1) Bucoda/Tenino Healthy Action Team (BTHAT)

2) Community Investment Partnership (CIP)

3) Solid Waste Advisory Board

4) South Thurston Economic Development Initiative (STEDI)

5) TCOMM/911

6) Tenino School Board

7) Thurston Regional Planning Council (TRPC)

8) Transportation Policy Board

9) Legislature

PUBLIC COMMENTS 2

ANNOUNCEMENTS

ADJOURNMENT

1.

File Attachments for Item:

1. Playground Presentation

1.



1116 N J St
Tacoma, WA 98403
+1 2066618320
info@highwireus.com

Estimate

ADDRESS

City of Tenino
149 S Hodgen St
Tenino, WA 98589

SHIP TO

City of Tenino
149 S Hodgen St
Tenino, WA 98589

ESTIMATE # 3171**DATE** 04/05/2022**EXPIRATION DATE** 04/15/2022**PROJECT NAME**

Tenino City Park Pumptrack

CONTACT

Wayne Fournier

EST LEAD TIME / EST DEL DATE

25-30 weeks

ACTIVITY	QTY	PRICE	AMOUNT
Parkitect V4 Parkitect V4 Modular Pumptrack - Three Track Collection Sidewinder Outside Long, Inside Quadragon, Rhythm Straight (colors TBD) Includes Shipping To: Tenino, WA *lead time and shipping costs subject to change	1	238,880.00	238,880.00
Installation Supervision of Staff and Community Volunteers for Installation of Pumptrack	1	4,500.00	4,500.00
2- Urban Accessories:UA products Trash Receptacle R-55 with rain lid x 3 = 3,735.00 (\$1,245 each) incudes freight	3	1,345.00	4,035.00
Urban Accessories Bike Rack Model D 3 Stall (6 bikes) x 3 = 2,430.00 (\$810 each) includes frieght	3	910.00	2,730.00
GET Excise tax:Hawaii Excise Tax- Retail Tax = 8% (added to product total = \$250,145)	1	20,011.60	20,011.60

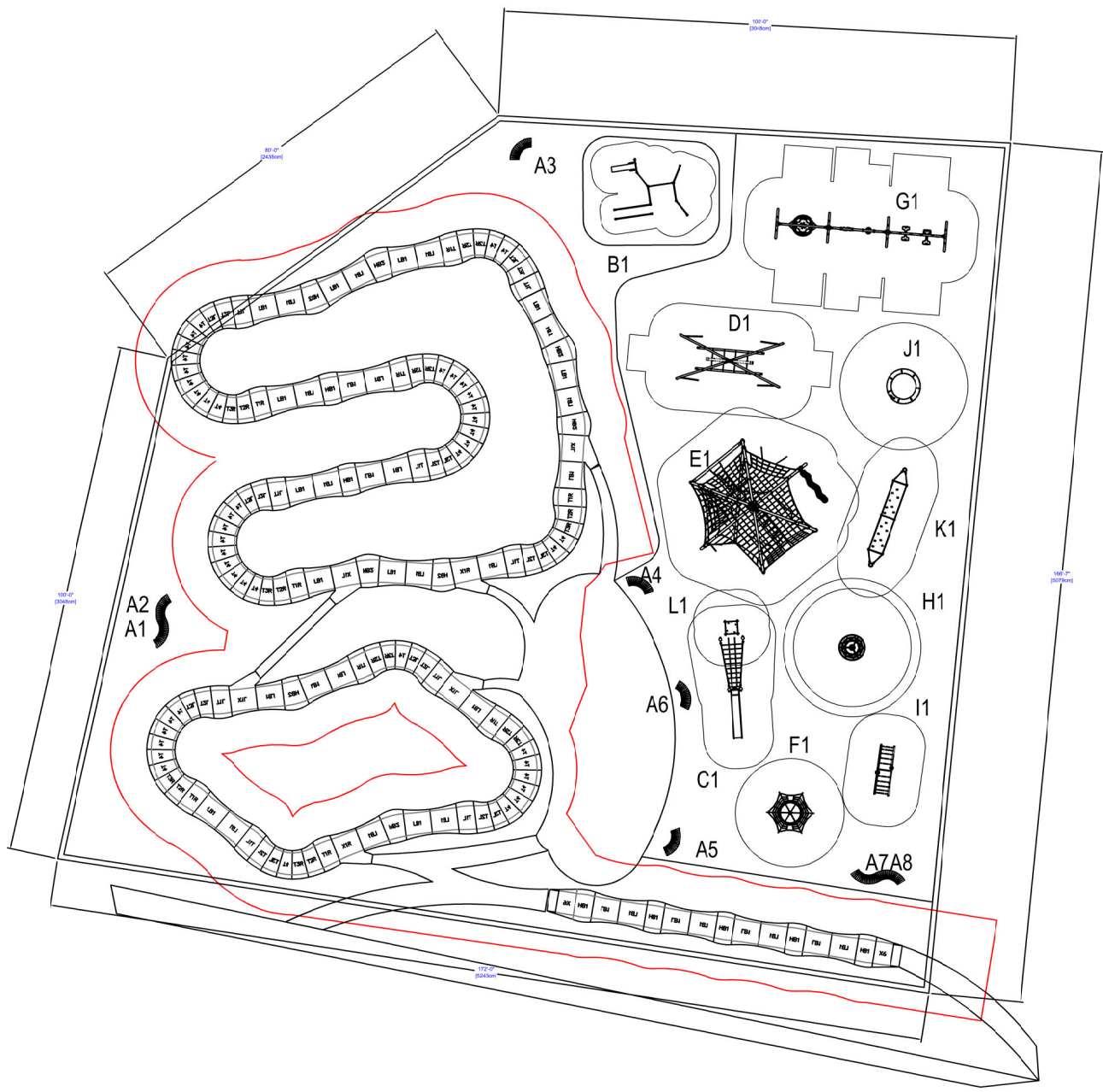
*Please be aware	SUBTOTAL	270,156.60
50% deposit at time of order placement	TAX	0.00
Net 30 payment terms on Balance	TOTAL	\$270,156.60

Accepted By

Accepted Date

Based off best take off. Will not be held responsible for discrepancies. Cancellation or changes to order subject to 30% restocking fee.

Order subject to the attached terms and conditions. LEAD TIMES ARE ESTIMATED



#	Product Number	Product Name	M.F.H.	Count
A	PAR1006-xx01	Rumba Bench, Curved 90°	0"	8
B	FSW10401-xx00	Combi 4	7' 8"	1
C	COR669001-xx08	Freestanding Slide, 5 ft	4' 11"	1
D	M98401-xx11	Cocowave Pendulum Swing	9' 7"	1
E	COR863002-xx02	Explorer Dome	9' 10"	1
F	COR243011-xx08	Crumb Net	3' 11"	1
G	KS/W926-CUSTOM_201 57586			1
H	COR203011-xx08	Net Twister	9' 2"	1
I	COR202001-xx01	Arch Ladder, 4 ft	4' 3"	1
J	GXY960010-xx17	Supernova	2' 4"	1
K	COR150221-xx08	Climbing Ramp	8' 8"	1

#	Product Number	Product Name	M.F.H.	Count
L	FCM722280-US	transfer platform		1

Tenino City Park

Tenino, WA

Site Plan



MANUFACTURER'S SHOP DRAWING:

FOR USE BY CONTRACTOR, ENGINEER, OR DESIGN PROFESSIONAL OF RECORD. SEE SIGNED SALES PROPOSAL FOR COMPLETE SCOPE TO BE PROVIDED BY KOMPAN OR REPRESENTING AGENCY. CONFIRM FINAL PLAN AND SCOPE WITH KOMPAN SALES REP OR PROJECT MANAGER PRIOR TO USE FOR REVIEW, PERMITTING, OR CONSTRUCTION.

TO BE READ CONTINGENTLY WITH KOMPAN'S STANDARDS FOR SITE PREPARATION, MATERIALS AND INSTALLATION PROCESSES. PROVIDED AFTER EQUIPMENT PURCHASE. A COMPLIANT PLAYGROUND TO KOMPAN'S STANDARDS MUST SATISFY ALL REQUIREMENTS IN THE CODE OF CONDUCT.

SLAB BY OTHERS UNLESS OTHERWISE NOTED. FOR SURFACE MOUNT OPTIONS, THE CONCRETE REQUIREMENTS MAY BE UP TO 51" OF 3,000 PSI MINIMUM COMPRESSIVE STRENGTH. CONTACT KOMPAN FOR SPECIFIC PRODUCT REQUIREMENTS. ALL COMPOSITE STRUCTURES SHOWN REQUIRE A SITE GRADE OF 2% MAXIMUM, 1% OPTIMAL. SPECIFICATIONS FOR EACH KOMPAN STRUCTURE MAY BE FOUND AT KOMPAN.COM/KOMPANMASTER

DIMENSIONS OF PLAY AREA, SIZE AND ORIENTATION, LOCATIONS OF ALL EXISTING UTILITIES, EQUIPMENT AND SITE FURNISHINGS TO BE FIELD VERIFIED PRIOR TO CONSTRUCTION.

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REVIEW BY: DESIGN	DATE: 03/21/22	SHEET: L2.0
REPS NAME PetTam	DRAWN BY: LauShi	
REV. NO. 01	REV. BY: LauShi	REVISION DATE: 04/04/22

LAYOUT IS IN ACCORDANCE WITH ASTM F1487
LAYOUT IS IN ACCORDANCE WITH ASTM F3101



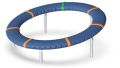


Sales Proposal

City of Tenino
Peter Tammetta
Park Ave E
Tenino, WA 98589

Quote No. SP110347-6
Customer No. C118031
Document Date 04/01/2022
Expiration Date 05/31/2022

Sales Representative Highwire

Project Name US280254 City of Tenino

No.	Description	Qty	Unit	Unit Price	Discount %	Net Price
<u>Equipment</u>						
COR863002-0401	Explorer Dome - Color TBD In-ground -40cm (expansion bolts)	1	Pieces	76,420.00	15.40	64,651.32
						
COR150221-1101	Climbing Ramp - Color TBD In-ground 110cm	1	Pieces	15,800.00	15.40	13,366.80
						
GXY960010-3717	Supernova - Color TBD In-ground 90cm	1	Pieces	9,230.00	15.40	7,808.58
						
KSW926-CUSTOM	KSW926 CUSTOM VARIANT In-ground 90cm 20157307	1	Pieces	11,170.00	15.40	9,449.82
						
	3 Bay Swing with 1 Infant Seat, 1 You & Me Seat, 1, 120CM, Rope Basket Seat, 1 Duo Seat and 1 Belt Seat, IG					
COR243011-0801	Crumb Net - Color TBD In-ground 80cm	1	Pieces	13,410.00	15.40	11,344.86
						

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No.	Description	Qty	Unit	Unit Price	Discount %	Net Price
COR203301-1101	Cone Twister Inclusive- Color TBD IN-GROUND 	1	Pieces	19,120.00	15.40	16,175.52
COR202001-0301	Arch Ladder, 4 ft - Color TBD In-ground -30cm (expansion bolts) 	1	Pieces	10,770.00	15.40	9,111.42
COR669001-1101	Freestanding Slide, 5 ft - Color TBD In-ground 110cm 	1	Pieces	18,340.00	15.40	15,515.64
FSW10401-0901	Combi 4 Pro - Color TBD In-ground 90cm 	1	Pieces	8,770.00	15.40	7,419.42
PAR1006-0301	Rumba Bench, Curved 90° In-ground 30cm 	8	Pieces	2,000.00	15.40	13,536.00
PAR1016-01	Rumba Armrest 	16	Pieces	120.00	15.40	1,624.32


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No.	Description	Qty	Unit	Unit Price	Discount %	Net Price
ELE400024-3717BL	Spinner Bowl - Color TBD In-ground 90cm	1	Pieces	1,400.00	15.40	1,184.40
						
FREIGHT	Freight	1	Pieces	10,105.78		10,105.78
US-MISC-SERVICES	Remobilization and Second Container Charge For Phase 2 Equipment	1	Pieces	2,500.00		2,500.00
<u>Installation</u>						
INSTALL SPECIAL	Installation of KOMPAN Equipment	1	Pieces	54,108.33	5.00	51,402.91

Please allow 11-13 weeks for product delivery upon order placement

Description	Qty	Retail Price	Discount	Net Price
No. of Products	34			
Subtotal - Products		202,350.00	31,161.90	171,188.10
Subtotal - Sitework		2,500.00		2,500.00
Subtotal - Installation		54,108.33	2,705.42	51,402.91
Subtotal - Freight		10,105.78		10,105.78
Total USD Excl. Tax				235,196.79
Estimated Tax rate				18,815.74
Total USD Incl. Tax				254,012.53

Payment Terms 50% Prepayment, 50% Net 30 days



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Note that the color and texture of products and surfacing made with recycled content are subjected by the differences from the used recycled raw materials. Therefore, minor differences in the appearance and texture can occur.

Applicable sales tax will be added unless a valid tax exemption certificate is provided. This amount is only an estimate of your tax liability.

Your acceptance of this proposal constitutes a valid order request and includes acceptance of terms and conditions contained within the Master Agreement, which is hereby acknowledged.
Acceptance of this proposal from KOMPAN is acknowledged by issuance of an order confirmation by an authorized KOMPAN representative.

Prices in this quotation are good until expiration date, shown in the top of this document. After that date, this proposal may be withdrawn.

KOMPAN Products are "Buy American" qualified, and compliant with the Buy American Act of 1933 and the "Buy American" provision of ARRA of 2009.

Prevailing Wage and Payment & Performance Bonds are not included unless stated in body of Sales Proposal. If Payment & Performance Bonds are needed, add 2.2% of the entire sales proposal.

KOMPAN Authorized Signature:

Accepted By (signature): _____

Accepted By (please print): _____

Date: _____

General Assumptions

- Pricing is based on all equipment being direct delivery to the project address identified in KOMPANs Sales Proposal (SP).
- Placement of order into fabrication is contingent with deposit being received by KOMPAN as agreed to during the pricing phase.
- If cost proposal is to be considered as Tax-Exempt a current tax exemption form must be provided or on file at KOMPAN main office.
- Customer shall provide a lay down area for deliveries of materials within proximity of final installation site. Site access must be clear and unobstructed with at least ten (10') foot wide access to allow delivery of materials. Any size restrictions contributing to additional handling or downsizing of deliver trucks shall be addressed as a change of conditions and will be invoiced as additional costs to the customer.
- Installation site must be level to no more than one (1") inch in then (10') feet slope or change in elevation over the full length and width of the playground area.
- Price assumes NO overhead obstructions within thirteen feet, six inches (13'-6") or lower and NO underground utilities or obstructions within the playground footprint.
- Soils are to be suitable for the installation of all playground equipment and surfacing and compacted to 95% compaction prior to installation crews arriving on-site.
- All underground utilities, boulders, rock ledge or other obstructions not visible without subsurface investigation shall be considered "unforeseen conditions", all costs shall be invoiced to the customer as a change order to the contract.
- All spoils generated during the excavation of footings shall be disposed of on site at no cost to KOMPAN.
- Customer to provide at no additional costs a 120 V (15 amp) power source and standard hose bib connection for water supply within one hundred (100') feet from work site.
- Customer shall have removed all existing equipment or obstacles from playground area prior to the arrival of the installation crews.
- Time is of the essence in the installation of all materials delivered to project site. KOMPAN shall have delivered all equipment and materials as scheduled to project site. If delays to the installation schedule accrue outside KOMPANs control equipment shall be delivered to project site as scheduled and equipment and materials invoiced at the time of delivery. Unless additional storage arrangements are made in writing between Customer and KOMPAN, additional costs may apply. Unloading of equipment and materials shall be performed by the installation crews at the time of installation. If site is not ready for installation by cause outside of KOMPAN, it will be the responsibility of the Customer to off load and store equipment and materials at the project site. KOMPAN shall not be held liable for offloading costs, storage fees or equipment damage.

- If site requires installation of a drainage system within the proposed playground area, playground equipment footing shall be installed prior to the installation of the drainage system and playground footing locations shall take precedence over drainage system requirements.
- Site layout and dimensions shall be based of KOMPANs 2D drawing or CAD drawings. Customer to provide site “benchmark” to be used for layout and final elevation calculations.
- Unless otherwise noted on KOMPAN’s SP, proposal assumes that there are no Prevailing Wages requirement on the project.
- Any additional costs which maybe incurred during installation shall be negotiated between Customer and KOMPAN in writing prior to the start of additional work. If written approval is not received during the time the installation crews are on-site, additional mobilization costs will apply.

Exclusions (Unless Explicitly Stated in KOMPAN Sales Proposal)

- Stamped engineered drawings/calculations or costs to secure permits are not included, if required these costs will be added as a change order payable to Kompan.
- Demolition and off-site disposal of any existing equipment or site amenities.
- Any sitework, including but not limited to grading, excavation outside playground equipment footing and soils compaction and testing.
- Concrete work outside of play equipment footing requirements.
- Relocation of any existing equipment.
- Any required drainage system for playground area.
- Third party testing of materials and playground installation.
- Site landscaping or trimming of vegetation encroaching within the play equipment and safety zones
- Play area surfacing and base materials if not noted in KOMPAN proposal.
- Installation of Poured in Place surfacing does not include the use of aliphatic binder, solid or custom colors.
- Site security during Poured in Place surfacing cure time and any vandalism which may accrue during surfacing cure time.
- Borders for play area surfacing containment
- Any required retaining walls for proposed play area.
- Site storage for equipment.
- Site safety fencing beyond standard four (4’) foot orange construction fencing
- Utilities site location services and/or relocation of any underground utilities
- On site dumpster for disposal of shipping containers and general construction debris

Terms & conditions

1. APPLICATION

These standard terms and conditions of sale ("STC") govern any KOMPAN, Inc. ("KOMPAN") sales proposal, quotation, or other offer ("Sales Proposal") to sell and supply by KOMPAN to a customer (the "Customer") of KOMPAN goods and services (hereinafter referred to as "Products") and the assembly and installation of Products by either KOMPAN or independent contractors retained by KOMPAN to perform such assembly and/or installation ("Services") described in the Sales Proposal that is on the face of this document or in a Sales Proposal that incorporates these STCs by attachment, reference to a copy of the STCs on KOMPAN's website at www.kompan.com, or by delivery of a copy thereof to the Customer.

2. ACCEPTANCE

KOMPAN shall not be bound by this Sales Proposal unless and until an authorized representative of Customer unconditionally accepts the Sales Proposal and these STCs by executing and returning to KOMPAN the acknowledgement of the Sales Proposal. Such acknowledgement shall be received by KOMPAN within five (5) Business days after the date of the Sales Proposal unless the Sales Proposal constitutes a firm offer, in which case the acknowledgement shall be received by KOMPAN within sixty (60) days. Customer's acceptance of the Sales Proposal is expressly limited to the terms and conditions contained herein and no additional or different terms shall be binding on KOMPAN unless agreed to by KOMPAN in writing either in the accompanying Sales Proposal or in a subsequent written agreement. KOMPAN hereby objects to and rejects any different or additional terms and conditions proposed by Customer in its purchase order of acceptance or otherwise, unless expressly agreed by KOMPAN in writing. Commencement of any work or of any deliveries pursuant to a Sales Proposal shall, in the absence of any written acceptance, be deemed an unconditional acceptance by Customer of these conditions.

3. CONFLICTS

In case of conflict between the provisions contained in the accompanying Sales Proposal and these STCs, the particular provisions in the Sales Proposal shall prevail.

4. LIMITATION OF AUTHORITY

KOMPAN's employees or agents purportedly acting on behalf of KOMPAN have no authority orally (a) to vary, modify or waive expressly or impliedly any of these terms and conditions whatsoever or to make any oral representations as to their effect; or (b) to give advice to Customers as to the suitability of the KOMPAN's Products and units for any specific situation or purpose. It is strongly recommended that all Customers seeking such advice should read KOMPAN's published materials.

5. PRICE AND PAYMENT

(a) Price. The prices of the Products and/ or Services are those set forth in the Sales Proposal or, if not reflected in the Sales Proposal, are the current published prices offered by KOMPAN ("Prices"). The Sales Proposal will indicate, apart from the Prices, other charges such as transport costs, shipping and minimum insurance coverage, to the destination agreed in the Sales Proposal. Unless expressly stated otherwise in writing, Prices in the Sales Proposal are net of all charges relating to sales, use or

other taxes or tariffs. Any increases in these charges which may come into force after the date of the Sales Proposal shall be borne by the Customer.

(b) Payment Terms. Unless expressly stated otherwise in writing, invoices for payment will be issued upon acceptance of the Sales Proposal in accordance with the terms set out in the accepted Sales Proposal. If the terms of payments are not set out in the accepted Sales Proposal: (i) 50% of the Price will be due upon acceptance; and (ii) the remaining balance upon shipment in the case of the supply of Products or upon completion of the Services in the case of the provision of Services. The payment of the total value of each invoice shall be made within thirty (30) days starting from the date of invoice unless otherwise expressly agreed in writing.

(c) Payment. Payment for Products must be made to and received by KOMPAN prior to delivery of the Products to Customer unless special arrangements are made in writing with KOMPAN. Where special arrangements are made relating to the payment for Products, notwithstanding anything to the contrary therein, no offsets or retention by Customer shall be allowed. In connection with payment for Services which are considered construction services subject to applicable laws requiring the withholding of retainage until completion of the construction-related Services, Customer may retain such applicable retainage pending completion of the Services. Interest shall accrue on all sums due and outstanding at 1 1/2% per month or at the highest rate permitted by applicable law, whichever is less. Such remedy shall be in addition to, and without prejudice to, any further damages and any other remedies for nonpayment which KOMPAN may have at law or in equity.

6. PRICE REVISION

Except in the case of prices quoted in a written Sales Proposal by KOMPAN constituting a firm offer, which shall be good for sixty (60) days from quotation, prices are subject to change without previous notice, and the Customer shall pay for all Products at the prices in effect on the date of shipment. Payment of such increases must precede delivery, and the Customer shall not be entitled to rescind the contract as a result thereof.

7. DELIVERIES

(a) Where delivery periods have been indicated in the Sales Proposal, such periods are estimates only. Although KOMPAN will use its commercially reasonable efforts to deliver the Products promptly, KOMPAN shall not be liable for any delay (howsoever caused) or for any incidental or consequential damages arising therefrom. Customer also shall not be entitled to rescind the agreement for such delay unless expressly provided in the Sales Proposal.

(b) Delivery shall be made to areas readily accessible by truck. KOMPAN reserves the right to charge extra for any special delivery requirements.

(c) The carrier of the Products shall deliver them at a point reasonably accessible by truck. In the event the Sales Proposal is for Products only and not for Services, Customer shall be responsible for offloading, final moving, location, and storage of the Products after delivery. The Customer shall ensure that unloading by the carrier is not delayed. In the event the unloading of the Product is delayed, KOMPAN

reserves the right to make a fair charge therefore. In the event the Sales Proposal includes Services, the terms of delivery of such Services are set out in Section 14.

(d) The Customer shall indemnify KOMPAN against all damage to or delay of the carrier's or KOMPAN's vehicles or damage to property belonging to the Customer or to any third party attributable to accessing the Customer's premises.

(e) Delivery of the Products by KOMPAN shall be scheduled with Customer, and KOMPAN and Customer will make the necessary arrangements for delivery in accordance with such schedule. If delivery is canceled or delayed for reasons outside of KOMPAN's control, including the Customer not being available or prepared to accept delivery when scheduled, KOMPAN may (i) take away the Products and redeliver them at a later date, charging the Customer for any additional expense thereby incurred (including temporary storage, demurrage, and remobilization).

8. RETURNS

Except as agreed to in writing, all items of Product returned will be subject to inspection and approval by KOMPAN prior to acceptance and will result in a restocking charge for all costs associated with the return, but not less than 50% of the full list price of such returned KOMPAN items or 75% for custom or third party items.

9. LIMITED WARRANTY

KOMPAN warrants that the Product(s) described herein and delivered hereunder will be free from defects in material and workmanship and conform to KOMPAN's published specifications and the other express warranties set forth in the Warranty Certificate for the Product(s). This warranty applies only if the Products have been properly installed according to the instructions provided by KOMPAN and maintained correctly according to the KOMPAN Maintenance Manual. This warranty does not cover any damage caused by accident, improper care, negligence by Customer or its invitees, normal wear and tear, surface corrosion on metal parts, discolored surfaces and other cosmetic issues or failures due to misuse or vandalism.

This limited warranty shall not apply to components which are not manufactured by KOMPAN, in respect of which, KOMPAN shall, to the extent it is able, pass on any warranty given to it by the manufacturer of the component in question. KOMPAN also warrants that any Services shall be performed in a good and workmanlike manner. The Customer shall indemnify and hold harmless KOMPAN against all damages, losses, costs, expenses, claims, demands and liabilities arising out of or related to the use of the Products by the Customer or its invitees and/or use or application by the Customer or its representatives of any information disclosed or provided by or on behalf of KOMPAN. The foregoing limited warranty is exclusive and is in lieu of all other warranties, express or implied, including any implied warranty of merchantability or fitness for a particular purpose, except to the extent that KOMPAN expressly gives any such warranty in a separate instrument executed by both the company and its customer.

10. DISCLAIMER OF LIABILITY

The customer acknowledges that KOMPAN exercises no control over the customer's methods of selection, use, resale, installation or construction of the products sold hereunder and the customer therefore assumes all risk of liability for the result obtained from or the safety of any products sold hereunder. In particular, KOMPAN shall not be responsible or liable for, and the customer assumes, all risk of compliance with applicable governmental laws and regulations, and any incidental or consequential damages, losses, or expenses, including without limitation personal injury or property damage to any person, and whether based on warranty, contract, negligence, strict liability in tort or any other applicable legal theory, arising out of the selection, installation, inability to use, or the use of any product, whether alone or in combination with other goods.

11. NOTICE OF CLAIMS

The Customer shall inspect the Products sold hereunder immediately upon receipt thereof. Any claim relating to the Products damaged in transit shall be made within ten (10) days by written notice to KOMPAN. Any claim relating to the quantity of Products shipped shall be made within thirty days by written notice to KOMPAN. All claims other than those relating to the quantities shipped or damage in transit must be made in accordance with the conditions set forth herein. The Customer must submit claims for any damage, defect or discrepancy in the Products supplied as follows, (a) where the damage, defect or discrepancy is visible on inspection, the receipt note must be marked accordingly with written details signed by the Customer or his authorized representative and a written claim must be submitted to KOMPAN within ten (10) days of receipt of the Product. (b) where the damage, defect or discrepancy is not visible on inspection, the claim must be made in writing to KOMPAN within ten (10) days after the Customer learns of the facts upon which such a claim is based, but in no event more than six weeks after receipt of the Products. Written notice from the Customer of a claim hereunder shall be deemed insufficient and ineffective unless such notice includes a list of the identifying code marks on the outside of

KOMPAN's shipping container or package, and unless the Customer grants KOMPAN permission to inspect such Products. Any claim not made within the time period and in the manner hereinabove set forth shall be deemed waived. Notwithstanding the foregoing, any legal action against KOMPAN relating to any of the Products sold or Services performed hereunder must be commenced within one (1) year after the Customer's receipt of the Products sold hereunder or be forever barred.

12. EXCLUSIVE REMEDY

It is expressly agreed that the Customer's exclusive remedy for a breach by KOMPAN of the Limited Warranty set forth herein or for any other claim based upon a defect in the Products sold shall be, at the election of KOMPAN, either repair or replacement of the Product or the making of a fair allowance therefore, provided that the Customer shall have given written notice of such claim within the time period and in the manner set forth in Section 11 hereof. The exclusive remedy for a breach by KOMPAN of the Limited Warranty set forth herein for Services shall be the re-performance of such Services. KOMPAN's liability with respect to any claim whatsoever arising out of the Products delivered or Services performed shall in no event exceed the price paid by the Customer hereunder for the Products or Services giving rise to the claim in question. The foregoing remedy is agreed to be adequate and

exclusive, and in no event shall the customer be entitled to any other remedy, whether for personal injury, property damage, business loss, or for any other injury or loss, or for any incidental or consequential damages, whether based on warranty, contract, negligence, strict liability in tort or any other applicable legal theory.

13. TITLE AND RISK OF LOSS

(a) Unless otherwise expressly agreed by the parties, all Products are shipped F.O.B. destination.

(b) Unless otherwise specifically agreed in writing, all risks of loss relating to the Products are transferred to the Customer when the same are delivered to the Customer or its designated representative at the destination named on the Purchase Order. Notwithstanding the foregoing, until payment in full is received by KOMPAN, title and beneficial ownership of the Products shall remain with KOMPAN until either (i) KOMPAN receives payment in full for the Products, or (ii) KOMPAN or its agent removes the Products from the Customer's premises.

(c) Until full payment is received by KOMPAN, the Customer shall keep and store any delivered Products in such a manner that they may be identified as being the property of KOMPAN.

(d) The Customer in entering into a contract with KOMPAN is deemed to have given its irrevocable authority to KOMPAN or its agents to enter the Customer's property or property controlled by the Customer for the purpose of removing the goods in accordance with (b) hereof.

(e) If the Customer shall sell the Products before payment in full is received by KOMPAN the following provisions shall apply: (i) the Customer shall act as principal towards its purchaser and not as agent for KOMPAN; (ii) the Customer shall hold the proceeds of sale up to the amount due to KOMPAN under the agreement as trustee to KOMPAN; (iii) the Customer shall account to the Company for the amount so due; and (iv) until such payment to KOMPAN is paid to KOMPAN, the Customer shall retain the said amount in a separate account to KOMPAN's order.

14. SERVICES; INSTALLATION AND ASSEMBLY

(a) Except where special arrangements have been made in writing for KOMPAN to provide Services to assemble, install or erect Products sold to Customer, such assembly, installation, or erection is the responsibility of the Customer, and KOMPAN accepts no liability whatsoever for defects or damages resulting from the Customer's assembly, installation or erection of the Products or any claims for death or personal injury resulting from any use of the Products to the extent caused, in whole or in part, by such improper assembly or the resulting defects or damages to the Products. In such circumstances, Customer shall indemnify and hold KOMPAN harmless for any liability, damages or costs arising out of or relating to Customer's acts or omissions in accordance with Section 17.

(b) In the event the Sales Proposal includes the purchase of Services, KOMPAN or independent contractors retained by KOMPAN shall install and assemble the Products, the safety surfacing, and the civil works and shall deliver any spare parts to the extent set out in the Sales Proposal. In connection with any sales of Services, the Customer shall promptly notify KOMPAN of any existing installations such as water, gas, communications, electricity, or of any other similar communications or installations which may be affected and/or may suffer damages

as a consequence of the work to be carried out at the site or premises where the Products are to be installed. Should the Customer fail to provide such information prior to the commencement of the Services or if KOMPAN or its independent contractors encounter any Unforeseen Conditions, KOMPAN shall not be held liable under any circumstance for any potential or actual damages caused to such installations. In the event KOMPAN or the independent contractor does encounter unforeseen conditions that increase the cost of installation or the provision of the Services, the parties agree to enter into a change order to amend the scope of work and/or the price to be charged therefore prior to the performance of any additional work. "Unforeseen Conditions" means any obstruction which hinders the installation of the Products or the performance of the Services associated therewith which is not visible to the human eye without physical exploration of the site and/or the subsurface conditions (including rock ledges and other underground obstructions).

(c) Upon completion of the Services, the Customer or its designated representative shall inspect the completed Services and sign a Completion Certificate provided by KOMPAN (a form of which is attached as Appendix A) and, if the Customer or its designated representative is not available to take delivery, then KOMPAN or the third party installer will send the Completion Certificate to the Customer. Should the Customer claim that the Services have not been performed in accordance with the accepted Sales Proposal, Customer shall send KOMPAN, within seven (7) days from receipt of the Completion Certificate, a notice ("Notice"), specifying in detail, the faults found in the Services. If the Customer objectively demonstrates the claimed faults, KOMPAN shall remedy the same at its own expense; if, instead, KOMPAN demonstrates that the Services were performed in compliance with the accepted Sales Proposal, the Customer shall be obligated to pay KOMPAN the costs and expenses of the activities carried out by KOMPAN to demonstrate the acceptability of such Services. If the Customer does return a signed Completion Certificate or provide a Notice within seven (7) days from receipt of the Completion Certificate, the Services will be deemed completed to the Customer's satisfaction in all respects.

15. SPECIFICATIONS

KOMPAN reserves the right to vary or withdraw specifications without prior notice and at its discretion to substitute on delivery alternate components (not necessarily identical appearance) which will not affect the performance of the Product concerned. While every effort will be made to satisfy the Customer's precise color or finish requirements (where relevant), no guarantee can be given that variations in color or finish will not occur between different components. KOMPAN shall in no circumstances be deemed to warrant that any components conform exactly to the color or illustration seen by the Customer or of any materials and units already in the Customer's possession.

16. COMPLIANCE WITH LAWS. The Customer shall ensure that the intended use of the Products supplied by KOMPAN does not contravene any applicable local, state, or federal laws or regulations and applicable codes of standards organizations, and the Customer or its designated representative shall be responsible for obtaining all licenses or permissions required for such use. Upon request, the Customer shall furnish KOMPAN with certificates of compliance with such applicable laws, regulations, and codes.

17. INDEMNIFICATION AND ATTORNEY FEES.

The Customer hereby agrees to indemnify and hold KOMPAN harmless for any liability, damages or costs (including reasonable attorney's fees), whether arising out of a suit or claim between KOMPAN and the Customer or a third party, or arising out of or related to the failure of the Customer to perform any of its obligations or comply with any of the conditions contained herein. In the event KOMPAN has to take any action against the Customer to obtain enforcement or compliance with any of the terms or conditions contained herein, the Customer agrees to pay all of the costs and expenses of such action (including reasonable attorney's fees).

18. TERMINATION

(a) A party shall be entitled to terminate this agreement with immediate effect by giving written notice to the other party if:

(i) the other party fails to pay any undisputed amount due under this agreement on the due date for payment and remains in default for 14 days after being notified in writing to make such payment;

(ii) the other party commits a breach of its material obligations under this agreement and (if such breach is remediable) fails to remedy that breach within a period of 30 days after receipt of notice in writing requiring it to do so; or

(iii) the other party becomes insolvent or bankrupt, a receiver is appointed in respect of the whole or any part of the other party's assets or business, or the other party admits in writing its inability to pay its debts as they mature, makes an assignment for the benefit of creditors, ceases to function as a going concern, or is the subject of an involuntary proceeding in bankruptcy or insolvency and such proceeding is not finally dismissed within 60 days of its institution.

(b) Termination of this agreement shall not prejudice any of the parties' rights and remedies which have accrued as at termination and all payments which have not yet become due shall become immediately due and payable.

19. FORCE MAJEURE

(a) A party shall not be deemed to be in breach of this agreement, or otherwise be liable to the other, by reason of any delay in performance, or non-performance, of any of its obligations hereunder (save for obligations relating to payment of any sums due) to the extent that such delay or non-performance is due to Force Majeure and the time for performance of that obligation shall be extended accordingly.

(b) For the purposes of these STCs, "Force Majeure" means any cause materially affecting the performance by a party of its obligations under this agreement arising from any act, events, omissions, happenings or non-happenings beyond its reasonable control including, without limitation, acts of God, strikes, lockouts or other industrial disputes, war, terrorism, riot, fire, flood, or any disaster affecting either one of the parties hereto or a third party for which a substitute third party is not reasonably available.

20. APPLICABLE LAW; JURISDICTION

This agreement and all disputes or claims arising out of or in connection with this agreement shall be governed and construed by the laws of the state of Texas, excluding its conflict of laws principles. The parties agree that the United Nations Convention on Contracts for the International Sale of Goods will not

apply to this agreement, and its application is expressly excluded. The parties agree any claim or suit arising out of or related to this agreement shall be brought exclusively in either the federal or state courts located in Austin, Travis County, Texas. The Customer consents to the exclusive jurisdiction of such courts.

21. ASSIGNMENT

Except as provided herein, neither party may assign its rights or delegate its obligations hereunder without the prior written consent of the other party, which consent shall not be unreasonably withheld or delayed; provided however that KOMPAN may subcontract its obligations to perform the Services to qualified independent contractors without the prior written consent of the Customer. KOMPAN may also assign its rights and obligations hereunder to any of its affiliates upon prior written notice to the Customer. KOMPAN may also assign its rights herein to any company that acquires substantially all of KOMPAN's business to which this agreement relates upon prior written notice to the Customer.

22. GENERAL

(a) Notice. Any notice or other communication required to be given to a party under or in connection with this agreement shall be in writing and shall be delivered to the other party personally or sent by U.S. certified mail postage pre-paid, recorded delivery, or by commercial courier, at its principal place of business, or sent by facsimile to the other party's main fax number. Any notice or other communication shall be deemed to have been duly received if delivered personally, when left at such addressor, if sent by prepaid U.S. mail or recorded delivery, on the third business day after deposit, or if delivered by commercial courier, on the date and at the time that the courier's delivery receipt is signed, or if sent by facsimile, on the next business day after transmission.

(b) Invalidity. If a court or any other competent authority finds that any provision of the agreement (or part of any provision) is invalid, illegal or unenforceable, that provision or part of the provision shall, to the extent required, be deemed deleted, and the validity and enforceability of the other provisions of this agreement shall not be affected.

(c) Entire Agreement. These STCs replace and supersede any prior communications, agreements and understandings between the parties, whether oral or in writing, concerning the sale and supply of the Products or the Services. These STCs, together with any written modification thereof signed by both parties, and the Sales Proposal to which these STCs are applicable, constitute, the entire terms and conditions constituting the agreement of the parties concerning the sale and purchase of the Products and Services identified in the Sales Proposal. All other terms, conditions, warranties, representations or others matters; whether oral or in writing are excluded and disclaimed.

(d) Waiver. A waiver of any right under this agreement is only effective if it is in writing and shall not be deemed to be a waiver of any subsequent breach or default. No failure or delay by a party in exercising any right or remedy under this agreement or by law shall constitute a waiver of that or any other right or remedy, nor preclude or restrict its further exercise. No single or partial exercise of such right or remedy shall preclude or restrict the further exercise of that or any other right or remedy.

2.

File Attachments for Item:

2. Agenda for the Regular Meeting of the 4/12/22.

Recommended Action: Motion to approve the agenda as presented.



Washington State
Liquor and Cannabis Board
PO Box 43098

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

RECEIVED

APR 12 2022

CITY OF TENINO

April 06, 2022

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 wslcb@liq.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: 04/06/2022

LICENSED ESTABLISHMENTS IN INCORPORATED AREAS CITY OF TENINO
(BY ZIP CODE) FOR EXPIRATION DATE OF 20220731

LICENSEE	BUSINESS NAME AND ADDRESS	LICENSE NUMBER	PRIVILEGES
1. TOO SHORT LLC	LANDMARK TAVERN 313 SUSSEX AVENUE W TENINO WA 98589 9262	353746	SPIRITS/BR/WN REST LOUNGE - KEGS TO GO

File Attachments for Item:

3. Meeting Minutes for 3/22/2022

Recommended Action: Motion to approve 3/22/2022 meeting minutes as presented.

**City Council Meeting
Tuesday, March 22, 2022**

Minutes

WORK SESSION

Mayor Fournier convened the work session at 7:00 pm with

PRESENT

Councilmember Linda Gotovac

Councilmember Elaine Klamn

Councilmember John O'Callahan

Councilmember Rachel Davidson

ABSENT

Councilmember Jason Lawton.

1. Playground Prep update from PW Director Troy Cannon.

PW Director Cannon discussed the processes for the playground equipment at the park.

Mayor Fournier brought up to Council the possibility of using the \$150,000.00 from the 2021 ARPA grant that was not used to enhance the park. This could be added to the agenda tonight or at a later date.

CALL TO ORDER

Mayor Fournier convened the meeting at 7:30 pm.

AGENDA APPROVAL

2. Agenda for the Regular Meeting of the 3/22/22.

Recommended Action: Motion to approve the agenda as presented.

Motion made by Councilmember O'Callahan, Seconded by Councilmember Gotovac to amend the agenda to include the excusal of Councilmember Lawton due to illness. Motion made by Councilmember Gotovac, seconded by Councilmember O'Callahan to amend the agenda to include under New Business, the use of the 2021 ARPA funds.

Voting Yea: Councilmember Gotovac, Councilmember Klamn, Councilmember O'Callahan, Councilmember Davidson.

Motion passes 4/0.

APPROVAL OF MINUTES

3. Meeting Minutes for 3/8/2022

Recommended Action: Motion to approve 3/8/2022 meeting minutes as presented.

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

Voting Yea: Councilmember Gotovac, Councilmember Klamn, Councilmember O'Callahan, Councilmember Davidson.

Motion passes 4/0.

CONSENT CALENDAR

- 4. Consent Calendar consisting of March 9, 2022 through March 22, 2022:

Payroll EFT's in the amount of \$34,246.70

Claims Checks #30474 through #30498 and EFT's in the amount of \$94,310.97

for a grand total of \$128,557.67

Liquor Cannabis License: Tenino Marketfresh

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

Motion made by Councilmember O'Callahan, Seconded by Councilmember Gotovac to excuse Councilmember Lawton due to illness.

Voting Yea: Councilmember Gotovac, Councilmember Klamn, Councilmember O'Callahan, Councilmember Davidson.

Motion passes 4/0.

EXECUTIVE SESSION

None

PRESENTATIONS

None

PUBLIC COMMENTS

None

PUBLIC HEARING

None

PROCLAMATIONS

None

OLD BUSINESS

- 5. End of Emergency Fiscal Policy.

Recommended Action: Review and approve end of Emergency Fiscal Policy.

Motion made by Councilmember O'Callahan, Seconded by Councilmember Gotovac to end the Emergency Fiscal Policy effective 4/1/2022.

Voting Yea: Councilmember Gotovac, Councilmember Klamn, Councilmember O'Callahan, Councilmember Davidson.

Motion passes 4/0.

6. Resolution 2022-04

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF TENINO CORRECTING A CLERICAL ERROR IN ORDINANCE NO. 919

Recommended Action: Review and approve Resolution 2022-04

Motion made by Councilmember Gotovac, Seconded by Councilmember Davidson.

Voting Yea: Councilmember Gotovac, Councilmember Davidson

Voting Nay: Councilmember Klamn, Councilmember O'Callahan

Mayor Fournier breaks the tie by voting Yea.

Motion passes 3/2.

NEW BUSINESS

1. \$150,000.00 ARPA 2021 funds: Motion made by Councilmember O'Callahan, Seconded by Councilmember Davidson.

Voting Yea: Councilmember Gotovac, Councilmember Klamn, Councilmember O'Callahan, Councilmember Davidson.

Motion passes 4/0.

RESOLUTIONS

Resolution 2022-04 - Correcting a clerical error in Ordinance 919:

Motion made by Councilmember Gotovac, Seconded by Councilmember Davidson.

Voting Yea: Councilmember Gotovac, Councilmember Davidson

Voting Nay: Councilmember Klamn, Councilmember O'Callahan

Mayor Fournier breaks the tie voting Yea.

Motion passes 3/2.

ORDINANCES

None

REPORTS

7. 1) Chamber of Commerce

2) Economic Development Council (EDC)

3) Experience Olympia & Beyond (VCB)

4) Fire District #12

5) Library

6) Museum

7) Tenino Community Service Center

1) Chamber of Commerce: George Sharp reported their next meeting will include a state of the city presented by Mayor Fournier.

4) Fire District #12: Councilmember O'Callahan reported Fire Chief Scheffran presented at the last Chamber Meeting on the future of the fire department.

7) Tenino Community Service Center: Jody Stolz reported they have moved the COVID clinics from the Quarry House to the VFW Hall for kids and adults. The next clinic will be held on 4/4/2022. The COVID testing will be held at the Tenino Community Service Center moving forward. 3/26/22 is the Bingo fundraising at the Eagles after the Robin Rudy motorcycle ride.

8. 1) ARCH Commission

2) Civil Service Commission

3) Façade Improvement Grant Review Committee

4) Finance Committee

5) Planning Commission

6) Public Safety Committee

1) ARCH Commission: George Sharp reported they will be moving forward with the first meeting in April.

3) Façade Improvement Grant Review Committee: Councilmember Gotovac reported their first meeting will be held on Tuesday 3/29 in the Council Chambers beginning at 1:00 pm.

4) Finance Committee: Mayor Fournier reported Councilmember Gotovac and Councilmember Klamn have volunteered for this committee and will be meeting with a staff member as the fill in Clerk/Treasurer.

9. 1) Chief of Police

2) Director of Public Works**3) City Planner****4) Code Enforcement/Building Inspector****5) City Attorney****6) Clerk/Treasurer****7) Mayor**

2) Director of Public Works: PW Director Cannon reported the striping and curb stops are completed in the parking lot behind the Mini Mall. Tomorrow a crew will be cleaning the water reservoir. He spoke with Mike Marshall regarding a possible start date for the Quarry House renovation which they hope will start April 1, 2022. The pool they were hoping to get started in April but are waiting on a permit from Department of Health.

7) Mayor: Mayor Fournier reported he has been attending a lot of meetings. He has been working closely on the new park equipment. He has held a couple department head meetings. City Hall is pretty much complete with just a few loose ends with the contractor.

10. 1) Bucoda/Tenino Healthy Action Team (BTHAT)**2) Community Investment Partnership (CIP)****3) Solid Waste Advisory Board****4) South Thurston Economic Development Initiative (STEDI)****5) TCOMM/911****6) Tenino School Board****7) Thurston Regional Planning Council (TRPC)****8) Transportation Policy Board****9) Legislature**

3) Solid Waste Advisory Board: Councilmember Klamn reported the next meeting will be held on April 13, 2022.

4) South Thurston Economic Development Initiative (STEDI): George Sharp reported they had a very good meeting on Friday with 34 attendees. Both Councilmember Gotovac and O'Callahan attended the meeting. Councilmember Gotovac reported she felt the meeting was very informative. Councilmember O'Callahan reported he especially liked the conversation involving the broadband funds becoming available.

6) Tenino School Board: Councilmember Davidson reported the 6th and 7th grade students left for their annual Cispus campout through the end of the week. The school has sent out a survey to the kids' parents to complete. The Elementary School will be hosting a few after school clubs

such as garden, ag/science groups. Spring sports are underway please look for schedules on their Facebook page. The board has been compiling a list of improvements and repairs that need to be completed since the Levy passed.

7) Thurston Regional Planning Council (TRPC): Councilmember O'Callahan sent a copy of the report to all members.

8) Transportation Policy Board: Councilmember O'Callahan sent a copy of the report to all members.

PUBLIC COMMENTS 2

George Sharp reported an article was in the paper regarding the ag park.

ANNOUNCEMENTS

Councilmember O'Callahan reminded all of the BBQ being held 9/10/2022. Councilmember Davidson announced the PTSA fundraiser tickets being held on 5/20/22 are up for sale and they go fast so get yours now. The fundraiser will be held at the Hillside Farms. They have lots of good items donated for the auction. Councilmember Gotovac stated the Splash Bash fundraiser tickets being held on 5/21/22 are up for sale as well. The tickets are \$50.00 per person, the dinner and auction will be in the Kodiak Room and the theme this year is western.

ADJOURNMENT

Mayor Fournier adjourned the meeting at 7:55 pm.

File Attachments for Item:

4. Consent Calendar consisting of March 23, 2022 through April 12, 2022:

Payroll EFT's in the amount of \$40,783.13

Claims Checks #30500 through #30540 and EFT's in the amount of \$12,7021.13for a grand total of \$169,804.26

Liquor Cannabis License: None

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

Consent Calendar consisting of March 23, 2022 through April 12, 2022:

- Payroll EFT's in the amount of \$40,783.13**
- Claims Checks #30500 through #30540 and EFT's in the amount of \$129,021.13**

for a grand total of \$169,804.26

CHECK REGISTER

Time: 15:24:10 Date: 04/12/2022

03/23/2022 To: 04/12/2022

Page: 1

Trans	Date	Type	Acct #	Chk #	Claimant	Amount	Memo
817	04/05/2022	Payroll	5	EFT	Robert A Auderer	2,318.69	
818	04/05/2022	Payroll	5	EFT	Veronica A Barnes	1,964.71	
819	04/05/2022	Payroll	5	EFT	Miles Cannon	1,701.63	
820	04/05/2022	Payroll	5	EFT	Troy LK Cannon	2,655.36	
821	04/05/2022	Payroll	5	EFT	Kayleen Canup	3,087.47	
822	04/05/2022	Payroll	5	EFT	Judith Cryderman	1,003.44	
823	04/05/2022	Payroll	5	EFT	Rene Durand	1,807.79	
824	04/05/2022	Payroll	5	EFT	Brent L Gibbs	2,714.65	
825	04/05/2022	Payroll	5	EFT	Drew Johnson	1,656.11	
826	04/05/2022	Payroll	5	EFT	Aaron Lee	1,971.46	
827	04/05/2022	Payroll	5	EFT	Alec C McClelland	1,634.21	
828	04/05/2022	Payroll	5	EFT	Jason M Plaja	2,788.83	
829	04/05/2022	Payroll	5	EFT	Maria Rodriguez	1,814.77	
830	04/05/2022	Payroll	5	EFT	Jennifer N Scharber	1,789.76	
831	04/05/2022	Payroll	5	EFT	Rachel L Davidson	114.89	
832	04/05/2022	Payroll	5	EFT	Wayne R Fournier	1,095.96	
833	04/05/2022	Payroll	5	EFT	Linda Gotovac	160.84	
834	04/05/2022	Payroll	5	EFT	Effie E Klamn	114.89	
835	04/05/2022	Payroll	5	EFT	Jason A Lawton	114.89	
836	04/05/2022	Payroll	5	EFT	John J O'Callahan	206.80	
865	04/07/2022	Payroll	5	EFT	Timberland Bank	10,065.98	941 Deposit for Pay Cycle(s) 04/05/2022 - 04/05/2022
792	03/29/2022	Claims	5	30499	Verizon Wireless (Cell)	750.32	
892	04/12/2022	Claims	5	30500	Access Security	533.51	
893	04/12/2022	Claims	5	30501	Actionaire Inc	555.88	
894	04/12/2022	Claims	5	30502	Adesa, LLC	975.00	
895	04/12/2022	Claims	5	30503	Barcott Construction LLC	19,826.27	
896	04/12/2022	Claims	5	30504	Centralia OK Tire	52.64	
897	04/12/2022	Claims	5	30505	Corporate Payment Systems	8,908.02	
898	04/12/2022	Claims	5	30506	Gibbs & Olson Inc	22,080.01	
899	04/12/2022	Claims	5	30507	H D Fowler Co	902.52	
900	04/12/2022	Claims	5	30508	Hillier, Scheibmeir & Kelly, PS	1,501.95	
901	04/12/2022	Claims	5	30509	Interstate Batteries of Olympia	141.42	
902	04/12/2022	Claims	5	30510	Intigrated Underwater Services LLC	5,967.00	
903	04/12/2022	Claims	5	30511	Joas Refuse	724.33	
904	04/12/2022	Claims	5	30512	Drew Johnson	180.18	
905	04/12/2022	Claims	5	30513	Drew Johnson	270.27	
906	04/12/2022	Claims	5	30514	Kelley Connect	99.35	
907	04/12/2022	Claims	5	30515	Stephen M. Langer, PH.D., P.S.	600.00	
908	04/12/2022	Claims	5	30516	Law Office of Richard L. Hughes PLLC	5,670.00	
909	04/12/2022	Claims	5	30517	Master Meter	1,200.00	
910	04/12/2022	Claims	5	30518	Mountain Mist Water	147.50	
911	04/12/2022	Claims	5	30519	Olympia Copy & Printing	519.27	
912	04/12/2022	Claims	5	30520	Pacific Testing & Inspection	9,734.35	
913	04/12/2022	Claims	5	30521	Pitney Bowes	1,000.00	
914	04/12/2022	Claims	5	30522	Platt Electric Supply	750.85	
915	04/12/2022	Claims	5	30523	Puget Sound Energy	10,250.06	
916	04/12/2022	Claims	5	30524	Quill	184.53	
917	04/12/2022	Claims	5	30525	RTS Enviromental LLC	3,826.08	
918	04/12/2022	Claims	5	30526	Heather Rackley	2,500.00	Refund On Tapping Fee
919	04/12/2022	Claims	5	30527	Right Systems Inc	5,763.65	
920	04/12/2022	Claims	5	30528	Maria Rodriguez	12.80	
921	04/12/2022	Claims	5	30529	Stanley Security Solutions	190.80	
922	04/12/2022	Claims	5	30530	Tenino Marketfresh	58.35	
923	04/12/2022	Claims	5	30531	Tenino Telephone Co	1,717.22	
924	04/12/2022	Claims	5	30532	City Of Tenino	1,548.68	

CHECK REGISTER

Trans	Date	Type	Acct #	Chk #	Claimant	Amount	Memo
925	04/12/2022	Claims	5	30533	Thomas L. Meyer	1,500.00	
926	04/12/2022	Claims	5	30534	Thurston Co Treasurer	24.93	
927	04/12/2022	Claims	5	30535	Tribeca Transport LLC	7,548.64	
928	04/12/2022	Claims	5	30536	Voyager Fleet System	2,790.72	
929	04/12/2022	Claims	5	30537	WA Assoc of Sheriffs & Police Chiefs	60.00	
930	04/12/2022	Claims	5	30538	WA State Dept of Retirement Systems	25.00	
931	04/12/2022	Claims	5	30539	WA State Treasurer	573.81	
932	04/12/2022	Claims	5	30540	Water & Wastewater Svcs, Inc	7,355.22	
						64,433.59	
001 General Government Fund #001							
002 Quarry Pool Fund #002						375.46	
101 City Street Fund #101						19,918.85	
310 Municipal Capital Imp Fund 310						13,340.19	
401 Water Fund						8,620.79	
402 Water Capital Imp Fund						30,048.27	
410 Sewer Fund						25,518.47	
421 Sewer Capital Improvement Fund						7,548.64	
						<hr/>	
						Claims:	129,021.13
* Transaction Has Mixed Revenue And Expense Accounts						Payroll:	40,783.13
						169,804.26	

WE, the members of the City Council of the City of Tenino, Thurston County, Washington, DO HEREBY certify that the merchandise or services listed above have been received and that the above listed vouchers and the related checks have been reviewed and approved for payment by the Tenino City Council.

DATED this _____ day of _____ 2022.

Clerk/Treasurer

Mayor

Councilmember

Councilmember

Councilmember

Councilmember

Councilmember

6.

File Attachments for Item:

6. Proclamation of Raise for Rowyn Day, April 19th.

Recommended action: Move to approve Proclamation.

BY THE CITY OF TENINO

- A PROCLAMATION -

***Raise for Rowyn Day
April 19***

WHEREAS, *Raise for Rowyn was created in 2014 to honor the life of Rowyn Johnson, daughter to Brynn and Cody Johnson, who passed away in a tragic accident at their family home in Tenino; and*

WHEREAS, *Raise for Rowyn was started as a grassroots nonprofit, founded in Tenino to help local families and has since become a national organization; and*

WHEREAS, *Raise for Rowyn has provided financial assistance and emotional support to hundreds of families around the Country, struggling with the loss of a child; and*

WHEREAS, *Raise for Rowyn is a shining example of the incredible contribution Tenino residents can make to their community; and*

NOW, THEREFORE,

In celebration of this organization’s impact on families in the Tenino Community, throughout Washington State and all around the country, April 19th will celebrate Rowyns birthday and will be designated Raise for Rowyn Day in the City of Tenino.

Signed in the City of Tenino, Washington, this 12th day of April, 2022.

Wayne Fournier, Mayor

Linda K. Gotovac, Council Member

Elaine Klamn, Council Member

John O’Callahan, Council Member

Jason Lawton, Council Member

Rachel Davidson, Council Member

File Attachments for Item:

7. Thurston County Heritage Grant, this grant would award City of Tenino \$5,000 in Support of the Tenino Depot Museum Restoration Project.

Recommended Action: Review and motion to approve and accept Heritage Grant.

7.



RECEIVED
 APR 05 2022
 CITY OF TENINO

COUNTY COMMISSIONERS
 Carolina Mejia-Barahona
 District One
 Gary Edwards
 District Two
 Tye Menser
 District Three

**COMMUNITY PLANNING &
 ECONOMIC DEVELOPMENT DEPARTMENT**

Joshua Cummings, Director

Creating Solutions for Our Future

March 31, 2022

Wayne Fournier
 City of Tenino
 PO Box 4019
 Tenino, WA 9589

Dear Mr. Fournier,

I am pleased to inform you that the Thurston County Board of Commissioners approved the Historic Commission's recommendation to award the City of Tenino \$5,000.00 in support of its Tenino Depot Restoration Project. This funding is to be used for the expenditures related to the referenced project and cannot be used for other purposes.

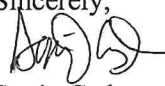
Attached please find two original Thurston County Heritage Grant Program Agreements, Scope of Work and Reimbursement Form (Attachment A) for your approved project. Please sign and return both original copies of the Agreements for County signature. One signed original Agreement will be returned to you.

Please provide the County proof of insurance to show you are meeting section eight of the Agreement.

Please note that the Heritage Grant Program is a reimbursement program of the approved expenditures. To request reimbursement, complete and return the attached form (Attachment A). A progress report or final report must be attached to the reimbursement request per the instructions on Attachment A. **Please note that within 90 days of the completion of your project you must provide a completed Attachment A and Final Report.**

A progress report will be requested in June. If you are unable to complete your project by the end of the year you may request a one-time six month extension. If requested, an extension request form will be mailed to you in November and must be returned with your request by December 1st. Those receiving a six month extension will be unable to apply for grant funding the following year.

Good luck as you proceed with your organization's project. If you have any questions please contact Sonja Cady at 360-867-2117, or by email at sonja.cady@co.thurston.wa.us.

Sincerely,


Sonja Cady
 Historic Commission Staff
 CPED Department

cc: Patty Roseto, Commissioner's Office

THURSTON COUNTY HERITAGE GRANT PROGRAM

Grant No. HGP-22-002 COT

THIS AGREEMENT is made and entered into this 1st day of April, 2022, by and between Thurston County, Washington, hereinafter called GRANTOR, and City of Tenino, hereinafter called GRANTEE.

THE PARTIES MUTUALLY AGREE AS FOLLOWS:

1. AGREEMENT.

(a) This Agreement contains the basic terms and conditions agreed upon by the parties. In the event of an inconsistency, the following provisions apply in order of precedence as follows: (i) this Agreement; (ii) Statement(s) of Work (attached hereto); and (iii) application materials as submitted for the Thurston County Heritage Grant Program, which are all incorporated into this agreement by this reference.

(b) In consideration of receiving grant funding, the Grantee agrees:

(i) to perform the scope of work as described in the Statement of Work and the application materials as submitted for the Thurston County Heritage Grant Program.

(ii) that only the items/activities set forth in the Statement of Work and the application materials may be charged against the grant project.

(iii) to perform the activities and produce the products described in the Statement of Work and the application materials in accordance with the standards, guidelines and/or best practices outlined in this Agreement (including all attachments) and/or utilized in the industry for similar work. Grantor reserves the right to withhold payment, declare all or part of the work ineligible for reimbursement, or take other corrective action if the Grantee fails to perform these activities in accordance with these standards, guidelines and/or best practices.

2. RELATIONSHIP OF THE PARTIES. The GRANTEE, its agents, employees, officers, volunteers, or representatives are not employees, agents or representatives of GRANTOR for any purpose and the employees or volunteers of GRANTEE are not entitled to any of the benefits GRANTOR provides for its employees. The GRANTEE will be solely and entirely responsible for its acts and for the acts of its agents, employees, volunteers, subcontractors, or otherwise during the performance of any Statement of Work attached hereto. GRANTOR shall not be responsible for the payment of federal taxes, Social Security taxes, or Labor and Industries contributions for GRANTEE.

This agreement is for the benefit of the parties; no third party beneficiary relationships are intended.

3. AGREEMENT REPRESENTATIVES. Each party to this Agreement shall have an Agreement representative. Each party may change its representative upon providing written notice to the other party. The parties' representatives are as follows:

THURSTON COUNTY HERITAGE GRANT PROGRAM

subcontractor under Worker's Compensation acts, disability benefits acts, or other employee benefits acts, it being clearly agreed and understood by the parties hereto that the GRANTEE expressly waives any immunity the GRANTEE might have had under Title 51 RCW. By executing the Agreement, the GRANTEE acknowledges that the foregoing waiver has been mutually negotiated by the parties and that the provisions of this Section shall be incorporated, as relevant, into any contract the GRANTEE makes with any subcontractor or agent performing work hereunder.

c. The GRANTEE obligations hereunder shall include, but are not limited to, investigating, adjusting and defending all claims alleging loss from action, error or omission, or breach of any common law, statutory or other delegated duty by the GRANTEE, the GRANTEE's employees, agents or subcontractors.

5. **MONITORING AND EVALUATION.** GRANTEE agrees to cooperate and participate in GRANTOR's heritage grant program monitoring and evaluation process. Annual monitoring and evaluation procedures and quarterly reviews may be conducted to ensure program accountability and effective use of funds. GRANTEE may be notified in advance of any planned monitoring and / or evaluation site visits; however, GRANTOR reserves the right to conduct on-site visits without prior notification to GRANTEE, as deemed necessary. All books, records, documents, reports, and other data shall be subject at all reasonable times to inspection, review, or audit by GRANTOR or its designee.

6. NON DISCRIMINATION.

a. Thurston County is an equal opportunity employer.

b. GRANTEE agrees that it shall comply with all applicable federal, State, and County laws and regulations regarding non-discrimination in:

1. any terms or conditions of employment; and
2. denying an individual the opportunity to participate in any program provided by the Agreement and Statements of Work through the provision of goods, services, or benefits to clients.

7. **GENERAL BUDGET PROVISIONS.** Payment for services shall be made in accordance with the Statement(s) of Work attached to the Agreement.

8. **INSURANCE; NO LIMITATION.** The GRANTEE and its subcontractors shall procure and maintain for the duration of this Agreement, insurance for claims which may arise from, or in connection with, the performance of the Project work hereunder by the GRANTEE, its agents, representatives, or employees. The GRANTEE's maintenance of insurance as required by this Agreement shall not be construed to limit the liability of the GRANTEE to the coverage provided by such insurance, or otherwise limit the GRANTOR's recourse to any remedy available at law or in equity.

9. **TERMINATION.** If either party hereto fails to comply with the terms and conditions of this Agreement, applicable Special Terms and Conditions, or Statement of Work the other party may pursue such remedies as are legally available including, but not limited to the termination of the Agreement and/or Statement(s) of Work in the manner specified herein.

THURSTON COUNTY HERITAGE GRANT PROGRAM

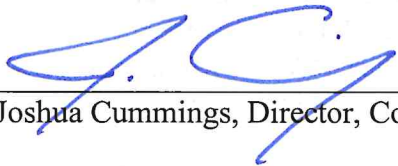
15. ENTIRE AGREEMENT. The parties agree that this Agreement is the complete expression of its terms and conditions. Any oral or written representations of understandings not incorporated in this Agreement are specifically excluded.

16. NOTICES. Any notices shall be effective if personally served upon the other party or if mailed by registered or certified mail, return receipt requested, to the addresses set out in Section 3. Notice may also be given by facsimile with the original to follow by regular mail. Notice shall be deemed to be given three days following the date of mailing or immediately if personally served. For service by facsimile, service shall be effective upon receipt during working hours. If a facsimile is sent after working hours, it shall be effective at the beginning of the next working day.

The parties hereto acknowledge that the waiver of immunity set out in Section 4.b was mutually negotiated and specifically agreed to by the parties herein.

DATED this 1st day of April, 2022.

THURSTON COUNTY, WASHINGTON



Joshua Cummings, Director, Community Planning & Economic Development

CITY OF TENINO

Wayne Fournier, Mayor

APPROVED AS TO FORM:

JON TUNHEIM
PROSECUTING ATTORNEY

By: _____
Deputy Prosecuting Attorney

**THURSTON COUNTY HERITAGE GRANT PROGRAM
REIMBURSEMENT REQUEST AND REPORTING FORM**

THURSTON COUNTY HERITAGE GRANT PROGRAM

Grant No. HGP-22-002 COT

THIS AGREEMENT is made and entered into this 1st day of April, 2022, by and between Thurston County, Washington, hereinafter called GRANTOR, and City of Tenino, hereinafter called GRANTEE.

THE PARTIES MUTUALLY AGREE AS FOLLOWS:

1. AGREEMENT.

(a) This Agreement contains the basic terms and conditions agreed upon by the parties. In the event of an inconsistency, the following provisions apply in order of precedence as follows: (i) this Agreement; (ii) Statement(s) of Work (attached hereto); and (iii) application materials as submitted for the Thurston County Heritage Grant Program, which are all incorporated into this agreement by this reference.

(b) In consideration of receiving grant funding, the Grantee agrees:

(i) to perform the scope of work as described in the Statement of Work and the application materials as submitted for the Thurston County Heritage Grant Program.

(ii) that only the items/activities set forth in the Statement of Work and the application materials may be charged against the grant project.

(iii) to perform the activities and produce the products described in the Statement of Work and the application materials in accordance with the standards, guidelines and/or best practices outlined in this Agreement (including all attachments) and/or utilized in the industry for similar work. Grantor reserves the right to withhold payment, declare all or part of the work ineligible for reimbursement, or take other corrective action if the Grantee fails to perform these activities in accordance with these standards, guidelines and/or best practices.

2. RELATIONSHIP OF THE PARTIES. The GRANTEE, its agents, employees, officers, volunteers, or representatives are not employees, agents or representatives of GRANTOR for any purpose and the employees or volunteers of GRANTEE are not entitled to any of the benefits GRANTOR provides for its employees. The GRANTEE will be solely and entirely responsible for its acts and for the acts of its agents, employees, volunteers, subcontractors, or otherwise during the performance of any Statement of Work attached hereto. GRANTOR shall not be responsible for the payment of federal taxes, Social Security taxes, or Labor and Industries contributions for GRANTEE.

This agreement is for the benefit of the parties; no third party beneficiary relationships are intended.

3. AGREEMENT REPRESENTATIVES. Each party to this Agreement shall have an Agreement representative. Each party may change its representative upon providing written notice to the other party. The parties' representatives are as follows:

THURSTON COUNTY HERITAGE GRANT PROGRAM

subcontractor under Worker's Compensation acts, disability benefits acts, or other employee benefits acts, it being clearly agreed and understood by the parties hereto that the GRANTEE expressly waives any immunity the GRANTEE might have had under Title 51 RCW. By executing the Agreement, the GRANTEE acknowledges that the foregoing waiver has been mutually negotiated by the parties and that the provisions of this Section shall be incorporated, as relevant, into any contract the GRANTEE makes with any subcontractor or agent performing work hereunder.

c. The GRANTEE obligations hereunder shall include, but are not limited to, investigating, adjusting and defending all claims alleging loss from action, error or omission, or breach of any common law, statutory or other delegated duty by the GRANTEE, the GRANTEE's employees, agents or subcontractors.

5. **MONITORING AND EVALUATION.** GRANTEE agrees to cooperate and participate in GRANTOR's heritage grant program monitoring and evaluation process. Annual monitoring and evaluation procedures and quarterly reviews may be conducted to ensure program accountability and effective use of funds. GRANTEE may be notified in advance of any planned monitoring and / or evaluation site visits; however, GRANTOR reserves the right to conduct on-site visits without prior notification to GRANTEE, as deemed necessary. All books, records, documents, reports, and other data shall be subject at all reasonable times to inspection, review, or audit by GRANTOR or its designee.

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a. Thurston County is an equal opportunity employer.

b. GRANTEE agrees that it shall comply with all applicable federal, State, and County laws and regulations regarding non-discrimination in:

1. any terms or conditions of employment; and
2. denying an individual the opportunity to participate in any program provided by the Agreement and Statements of Work through the provision of goods, services, or benefits to clients.

7. **GENERAL BUDGET PROVISIONS.** Payment for services shall be made in accordance with the Statement(s) of Work attached to the Agreement.

8. **INSURANCE; NO LIMITATION.** The GRANTEE and its subcontractors shall procure and maintain for the duration of this Agreement, insurance for claims which may arise from, or in connection with, the performance of the Project work hereunder by the GRANTEE, its agents, representatives, or employees. The GRANTEE's maintenance of insurance as required by this Agreement shall not be construed to limit the liability of the GRANTEE to the coverage provided by such insurance, or otherwise limit the GRANTOR's recourse to any remedy available at law or in equity.

9. **TERMINATION.** If either party hereto fails to comply with the terms and conditions of this Agreement, applicable Special Terms and Conditions, or Statement of Work the other party may pursue such remedies as are legally available including, but not limited to the termination of the Agreement and/or Statement(s) of Work in the manner specified herein.

THURSTON COUNTY HERITAGE GRANT PROGRAM

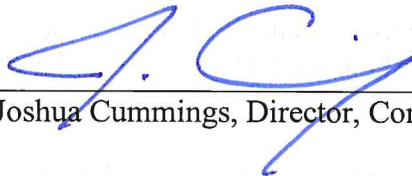
15. ENTIRE AGREEMENT. The parties agree that this Agreement is the complete expression of its terms and conditions. Any oral or written representations of understandings not incorporated in this Agreement are specifically excluded.

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The parties hereto acknowledge that the waiver of immunity set out in Section 4.b was mutually negotiated and specifically agreed to by the parties herein.

DATED this 1st day of April, 2022.

THURSTON COUNTY, WASHINGTON



Joshua Cummings, Director, Community Planning & Economic Development

CITY OF TENINO

Wayne Fournier, Mayor

APPROVED AS TO FORM:

JON TUNHEIM
PROSECUTING ATTORNEY

By: _____
Deputy Prosecuting Attorney

**THURSTON COUNTY HERITAGE GRANT PROGRAM
REIMBURSEMENT REQUEST AND REPORTING FORM**

8.

File Attachments for Item:

8. Separation Agreement Review

Recommended Action: Review and Approve Separation Agreement

SEPARATION AND RELEASE AGREEMENT
BETWEEN

KAYLEEN CANUP

And

CITY OF TENINO

Parties

This Separation and Release Agreement (“Agreement”) is between KAYLEEN CANUP (“Employee”) and the CITY OF TENINO (“City”), collectively, the “Parties.”

Recitals

EMPLOYEE has been employed by the CITY as its Clerk-Treasurer until her termination and separation date effective March 11, 2022.

EMPLOYEE was presented this Agreement on March 8, 2022. EMPLOYEE will be on paid administrative leave until the separation date of March 11, 2022.

The Parties desire to resolve all matters, known or unknown, arising out of EMPLOYEE’S employment with and separation from the CITY according to the terms, conditions and consideration included in this Agreement.

Based on the above recitals, the Parties agree that the following terms will apply only if all conditions of the Agreement are met:

Article 1. CITY OF TENINO Obligations

1.1 Separation Date. EMPLOYEE’S last day of employment is March 11, 2022 (“Separation Date”).

1.2 Payment of Regular Wages, Benefits and Accrued Paid Leave. Whether EMPLOYEE signs this Agreement or not, the CITY will pay EMPLOYEE’S regular wages through her last day of employment, plus any accrued but unused vacation/paid leave and any other pay required by law. EMPLOYEE acknowledges that these payments, together with the payments EMPLOYEE has already received, represent full payment of all compensation of any kind (including wages, paid leave, vacation, sick leave, compensation time, and bonuses, if any) earned as a result of employment with the CITY.

(a) **WHILE ON PAID ADMINISTRATIVE LEAVE, THE CITY, THROUGH THE MAYOR OR DESIGNEE, MAY REQUEST INFORMATION RELATED TO EMPLOYEE’S JOB DUTIES DURING NORMAL BUSINESS HOURS. EMPLOYEE WILL FULLY COOPERATE WITH ANY SUCH REQUEST.**

Kayleen Canup’s Initials *KC*

1.3 Personnel File. EMPLOYEE's Personnel File will reflect, "Resignation", as the reason for her separation from employment.

1.4 Separation/Severance Pay and Other Consideration.

(a) In consideration for EMPLOYEES's signature on this Agreement, the CITY will pay EMPLOYEE two (2) weeks of her current salary, as Separation/Severance Pay, at the first payroll following the effective date of this Agreement, less all lawful and authorized deductions, which EMPLOYEE would otherwise not be entitled to otherwise receive. Said two (2) weeks of Separation Pay will be in addition to any obligation the CITY has under paragraph 1.2 herein.

1.5 Forfeiture of Separation/Severance Pay. If EMPLOYEE breaches any obligations under the Agreement, EMPLOYEE understands and agrees that she will be required to return Separation/Severance Pay paid pursuant to paragraph 1.4 (a) to the CITY immediately, along with any applicable interest, costs, and attorneys' fees as allowed by law. Said forfeiture of Separation Pay and benefits costs will not limit any other damages the CITY may be entitled to claim against EMPLOYEE.

1.6 Unemployment. If requested by the Washington State Employment Security Division ("Division"), the CITY will inform the Division that it will not contest EMPLOYEE's application for unemployment and will not appear at any hearing unless required to do so, as additional consideration for EMPLOYEE'S signature hereto. The CITY will do so as long as, in the CITY's opinion, the reasons given by EMPLOYEE for separation are accurate and lawful, and EMPLOYEE reports all compensation received, including any separation pay that EMPLOYEE receives under this Agreement. The CITY will truthfully respond to any information requested by the Division irrespective of its effect on EMPLOYEE's application for unemployment and such response will not be considered a breach of this Agreement by the CITY.

1.7 COBRA Continuation Coverage. The CITY makes no representation that EMPLOYEE will receive COBRA benefits but will provide them if required by law.

1.8 Termination of Benefits. EMPLOYEE's rights under any retirement or benefit plans in which she may have participated will be determined in accordance with the written plan documents governing those plans.

Article 2. EMPLOYEE's Obligations

2.1 Authority. EMPLOYEE represents and warrants that she has all necessary authority to enter into this Agreement (including, on behalf of her marital community or registered domestic partnership, if any) and that EMPLOYEE has not transferred any interest in any claims to her spouse, registered domestic partner or any third party.

2.2 No Additional Compensation or Benefits. EMPLOYEE expressly acknowledges and agrees that she has no claims or entitlement to additional compensation or benefits of any kind from the CITY, past, present or future, except as set out in this Agreement.

2.3 Benefits. EMPLOYEE acknowledges her responsibility to determine for herself the effect this Agreement may have on any benefits to which she may currently receive, or may be entitled to receive in the future, including but not limited pension, Medicare, and any other such benefits.

2.4 Representations Regarding Employment Status. EMPLOYEE understands that she is not authorized to represent herself as affiliated in any way with the CITY after the Separation Date.

2.5 References. EMPLOYEE agrees to direct requests for references to the Mayor. However, EMPLOYEE agrees and acknowledges that the Mayor, or anyone acting on the Mayor's behalf, may state that its policy is to provide only dates of employment and current or last position held. EMPLOYEE hereby consents to the release of that information.

2.6 Return of Property. EMPLOYEE agrees to promptly deliver to the Mayor or designee all CITY property within her possession, including keys, keycards, cell phones, laptop computers, , and written and electronic documents. EMPLOYEE understands that property must be returned in good working condition. No electronic data or paper documents related to EMPLOYEE's employment may be saved, posted, forwarded, or used by EMPLOYEE in any manner, and must be turned over to the CITY immediately. EMPLOYEE authorizes the CITY to withhold the value of any CITY property not returned from her final paycheck.

2.7 Cooperation Regarding Other Claims and Preservation of Privilege. If any claim is asserted by or against the CITY as to which she has relevant knowledge, EMPLOYEE will reasonably cooperate with the CITY in the prosecution or defense of that claim by providing truthful information and testimony. EMPLOYEE will also continue to respect and preserve the attorney-client privilege, the work product doctrine, and any other confidential information to which she was privy during employment.

2.8 Non-Disclosure. EMPLOYEE agrees, except as required by law or directed in writing by the CITY, that she will not disclose to any person other than her attorney any information about the CITY not generally known to the public and will not disclose any information deemed by the CITY to be confidential, sensitive and proprietary or a trade secret. "Disclosure" for the purposes of her Agreement includes, but is not limited to, information conveyed by EMPLOYEE through gossip, innuendo, or rumor, whether in person, electronically, or through any other manner of communication. If EMPLOYEE is unsure whether particular information is disclosable, she will contact the Mayor prior to such disclosure.

2.9 Non-Interference and Non-Solicitation. EMPLOYEE will (a) not interfere directly or indirectly with the CITY's workplace or business, and (b) interfere directly or indirectly with the employment of any employees of the CITY, including but not limited to, any solicitation or assistance of any employee to leave employment with the CITY, and (c) not make any requests of the CITY whose purpose would violate this Agreement.

2.10 Injunctive Relief. EMPLOYEE agrees that in the event EMPLOYEE breaches any of the provisions in this Agreement, damages may be difficult, if not impossible, to ascertain. EMPLOYEE agrees that, in addition to and without limiting any other remedy or right it may have, the CITY shall have the right to an immediate injunction or such other equitable relief enjoining any such threatened or actual breach. The existence of her right shall not preclude the CITY from pursuing any other rights and remedies at law or in equity which it may have, including the recovery of damages.

2.11 Agreement Confidentiality. As further specific consideration, CITY agrees that the terms of this Agreement are intended to be confidential between the Parties to the extent allowed

by law. EMPLOYEE agrees that any disclosure of this Agreement by the CITY required by law, such as under the Washington Public Records Act, is not a violation by the CITY of this Agreement.

2.12 Non-Disparagement. As further specific consideration for the CITY's obligations to EMPLOYEE under the terms of this Agreement, EMPLOYEE and CITY agree not to make any disparaging statements about her employment at the CITY, about this Agreement, as well as about current and former staff, council members, partners, agents, vendors, attorneys, consultants, agents, or any other person or entity that is affiliated with the CITY, after separation from employment, either written or verbal.

2.13 Use of Third Parties. It is a violation of this Agreement for EMPLOYEE to direct or influence a third party to participate in any action that would be a violation if EMPLOYEE engaged in the same action.

2.14 Consideration Period. It is a breach of this Agreement if EMPLOYEE participated in any action while considering this Agreement that would be a violation of the Agreement once it becomes effective, even if the CITY does not become aware of such action until after the Agreement becomes effective.

2.15 Liquidated Damages. In addition, for each breach of this Agreement, EMPLOYEE shall be obligated to pay \$500 per occurrence as liquidated damages and not as a penalty, which she acknowledges represents a fair and reasonable estimate of damages likely to be sustained by the CITY for each time that EMPLOYEE breaches the Agreement. The existence of her right shall not preclude the CITY from pursuing any other rights and remedies at law or in equity which it may have against EMPLOYEE, including return of all consideration paid by the CITY to EMPLOYEE under the Agreement, interest allowed by law, and attorney's fees and costs related hereto.

2.16 Return of Consideration. EMPLOYEE understands that a violation of this Agreement is grounds for revocation of the Agreement and EMPLOYEE will be obligated to immediately return any and all consideration provided to her as a result of the Agreement as further described in this Agreement.

2.17 Waiver and Release.

(a) EMPLOYEE hereby releases and forever discharges any and all of the "Released Parties" (defined herein) from any and all claims of any kind, known or unknown, that arose on or before the date that she signed this Agreement, including but not limited to, claims for:

- wrongful termination or constructive discharge, including claims based on violation of public policy; breach of agreements, including Collective Bargaining Agreements or contracts of employment, representations, policies or practices related to EMPLOYEE's relationship with any Released Party; or based on any legal obligation owed by any Released Party;
- violation of federal, state, or local laws, ordinances, or executive orders prohibiting discrimination, harassment or retaliation, or requiring accommodation, on the basis of race, ancestry, creed, color, religion, national origin, pregnancy, childbirth or related medical conditions, families with children, sex, genetic information, marital status, sexual orientation, gender expression or gender identity, political ideology,

age, honorably discharged veteran or military status, sensory, physical, or mental impairment or other legally protected characteristic or activity;

- wages (including overtime pay) or compensation of any kind (including attorney's fees or costs);
- tortious interference with contract or expectancy; fraud or negligent misrepresentation; breach of privacy, defamation or libel; intentional or negligent infliction of emotional distress; unfair labor practices; breach of fiduciary duty;
- violation of the Washington Law Against Discrimination; the Washington Prohibited Employment Practices Law; the Washington Minimum Wage Act; Washington's Little Norris-LaGuardia Act; the Washington Family Leave Act; the Washington Family Care Act; the Washington Military Family Leave Act; the Washington law permitting leave for victims of domestic violence, sexual assault or stalking; the Washington Fair Credit Reporting Act; the retaliation provisions of the Washington Workers' Compensation Act; the Washington Industrial Safety and HEALTH Act (WISHA); the Washington Public Employment Relations Act, the Affordable Care Act, including any and all amendments to the above, to the fullest extent permitted by law;
- violation of the Consolidated Omnibus Budget and Reconciliation Act of 1985 (COBRA); the Fair Labor Standards Act (FLSA); the Labor Management Relations Act (LMRA); the Polygraph Protection Act; the Racketeer Influenced and Corrupt Organizations Act (RICO); the Electronic Communications Privacy Act; the Uniform Services Employment and Re-Employment Rights Act (USERRA); the Sarbanes-Oxley Act; the Civil Rights Act of 1964; Title VII; Sections 1981 through 1988 of Title 42 of the United States Code; the Civil Rights Act of 1991; the Equal Pay Act of 1963; the Lilly Ledbetter Fair Pay Act; the Americans with Disabilities Act of 1990 (ADA); the federal Family and Medical Leave Act of 1993 (FMLA); the Worker Adjustment and Retraining Notification Act (WARN); the Occupational Safety and HEALTH Act (OSHA); the Sarbanes-Oxley Act of 2002; the Retirement Income Security Act of 1974 (ERISA); the National Labor Relations Act (NLRA); the Immigration Reform and Control Act (IRCA); including any and all amendments to the above, to the fullest extent permitted by law;
- the Age Discrimination in Employment Act of 1967 (ADEA); the Older Workers Benefit Protection Act (OWBPA); and
- Violations of any and all similar federal, state and local laws, to the fullest extent permitted by law.

(b) "Released Party" or "Released Parties" includes the CITY, its predecessor entities, its affiliates and partners, and the benefit plans of each such entity; and with respect to each such entity, all past, present and future council members, employees, managers, supervisors, fiduciaries, directors, officers, representatives, agents, attorneys, consultants, assigns, insurers, whether acting in their individual or official capacities, and any other persons acting by, or through, under, or in concert with any of the persons or entities listed in this paragraph; and with respect to each such entity and individual, all predecessors, successors and assigns.

(c) EMPLOYEE agrees that, except as may be required by subpoena, court order, or other force of law, EMPLOYEE will not in any way assist any individual or entity in commencing or prosecuting any claim, action, or proceeding, or contemplating such claim, action, or proceeding, against any Released Party, arising out of, or related to, her employment with the CITY or the Agreement.

(d) EMPLOYEE understands that she is releasing potentially unknown claims, and that she has limited knowledge with respect to at least some of the claims being released. EMPLOYEE acknowledges that here is a risk that, after signing this Agreement, she may learn information that might have affected EMPLOYEE's decision to enter into the Agreement. EMPLOYEE assumes her risk and all other risks of any mistake in entering into this Agreement. EMPLOYEE acknowledges her understanding of this Agreement, and the release and discharge contained herein, and knowingly enters into this Agreement. EMPLOYEE is giving up all rights and claims of any kind, known or unknown, except for the rights expressly provided in this Agreement, if any. EMPLOYEE further acknowledges she had a reasonable opportunity to review this Agreement, and to have it reviewed by anyone who EMPLOYEE would rely on for advice about entering into this Agreement, including a competent attorney.

(e) This Agreement does not affect EMPLOYEE's rights, if any, to receive 401(k) benefits, medical plan benefits, unemployment compensation or workers' compensation benefits, nor does it release any claims or rights which as a matter of law cannot be waived.

2.18 Affirmations.

(a) EMPLOYEE affirms that she will report all hours worked as of the Separation Date.

(b) EMPLOYEE understands that the CITY will deduct lawful and authorized deductions, including federal and any state taxes, from payments made under this Agreement. The CITY makes no representations as to the tax consequences to EMPLOYEE. EMPLOYEE acknowledges that she had adequate time to consult a financial advisor, attorney, or accountant before signing this Agreement.

(c) EMPLOYEE affirms that she has not been denied, any leave requested under the federal or state Family and Medical Leave Acts, or any legally required reasonable accommodation.

(d) EMPLOYEE agrees not to apply for any position of employment with the CITY for 18 months after job separation.

(e) EMPLOYEE affirms that she has not and will not initiate any claims, suit, action, or arbitration before any federal, state or local judicial, administrative or other forum with respect to any matter arising out of or connected with her employment with the CITY or the termination of her employment; and that, without subpoena, she will not, except at the CITY's request, testify in any judicial or administrative proceedings to which any Released Party is a party regarding any matter involving the affairs of any Released Party.

Article 3. General Provisions

3.1 Non-Admission. This Agreement shall not be construed as an admission by the CITY or any Released Party of any liability, breach of any agreement, or violation of any statute, law or regulation, nor shall it be construed as an admission of any deficient performance or breach of any professional obligation.

3.2 Governing Law. This Agreement is governed by the laws of the State of Washington that apply to contracts executed and to be performed entirely within the State of Washington.

3.3 Headings Not Controlling. The headings in the Agreement are for convenience only and shall not affect the meaning of the terms as set out in the text.

3.4 Attorney's Fees. In any dispute involving this Agreement, each Party shall be responsible for their own attorney's fees and costs.

3.5 Severability. It is further understood and agreed that if any of the provisions of this Agreement are held to be invalid or unenforceable, the remaining provisions shall nevertheless continue to be valid and enforceable.

3.6 Complete Agreement. This Agreement represents and contains the entire understanding between the Parties in connection with the subject matter of the Agreement. It is expressly acknowledged and recognized by all Parties that here are no oral or written collateral agreements, understandings or representations between the Parties other than as contained in this Agreement. Any modifications to this Agreement must be in writing and signed by both Parties to be effective. EMPLOYEE acknowledges that this Agreement requires approval by the Tenino City Council in a public meeting.

3.7 Counterparts. This Agreement may be executed in duplicate originals, each of which is equally admissible in evidence, and each original shall fully bind each party who executed it.

Article 4. Older Workers' Benefit Protection Act Provisions

In accordance with the requirements of the Older Workers' Benefit Protection Act, EMPLOYEE expressly acknowledges the following:

4.1 Independent Legal Counsel. EMPLOYEE is advised to consult with an independent attorney before signing this Agreement. EMPLOYEE acknowledges that, if she desired to consult an attorney, she had an adequate opportunity to do so.

4.2 Consideration Period. EMPLOYEE has twenty-one (21) calendar days from the date the original Agreement was given to her to consider the Agreement before signing it. EMPLOYEE may use as much or as little of her twenty-one (21) day period as she wishes before signing. If EMPLOYEE does not sign and return the Agreement within her twenty-one (21) day period, it will not become effective or enforceable, and EMPLOYEE will not receive the benefits described in the Agreement except as required by law.

4.3 Revocation Period and Effective Date. EMPLOYEE has seven (7) calendar days after signing this Agreement to revoke it. To revoke the Agreement after signing it,

EMPLOYEE must deliver a written notice of revocation to the Mayor before the seven (7) day period expires. The Agreement shall not become effective until the eighth (8th) calendar day after EMPLOYEE signs it ("Effective Date"). If EMPLOYEE revokes the Agreement, it will not become effective or enforceable, and she will not receive the benefits described in the Agreement except as required by law.

Article 5. Acceptance of Agreement

5.1 Acceptance. EMPLOYEE agrees she has had a reasonable opportunity to review the Agreement, understands its terms, and voluntarily enters into the Agreement. EMPLOYEE agrees that any modifications, material or otherwise, made to the Agreement do not restart or affect in any manner the original twenty-one (21) calendar days consideration period. If EMPLOYEE is willing to enter into this Agreement she must initial each page in the lower right-hand corner, sign the signature page and timely return to the Mayor. If EMPLOYEE is signing this Agreement before the twenty-one calendar day consideration period it is because she has decided to waive and not wait for the full twenty-one (21) day period, even though she has a right to do so.

This Agreement consists of nine (8) pages, not including any exhibits.

EMPLOYEE:

Kayleen Canup
KAYLEEN CANUP

March 29, 2022
Date

CITY OF TENINO:

Wayne Fournier, Mayor

Date

9.

File Attachments for Item:

9. Updated School Resource Officer Contract

Recommended Action: Review and approve SRO Contract

Tenino School District No. 402

And The City of Tenino

Interlocal Agreement for School Resource Officer

WHEREAS, the City of Tenino, Washington (the “City”), is duly organized and existing under the Constitution and the laws of the State of Washington. The City provides the full range of services contemplated by statute or charter, including police, court, public works, parks, planning and development, water and utility services, and general administrative and support services; and

WHEREAS, Tenio School District Number 402, is a second-class District duly organized and existing under the Constitution and the laws of the State of Washington, whose primary goal is providing each child with the necessary skills and attitudes, commensurate with his or her ability, to become effective citizens; and

WHEREAS, the “School Resource Officer (SRO’s)” are sworn, career law enforcement officers who are deployed by an employing police department or agency in a community-oriented policing assignment responsible for providing security and crime prevention services in the American school environment; and

WHEREAS, the District and the City work cooperatively to ensure a safe and secure learning environment for the youth of this community and agree that it is in the best interest of both parties to assign a School Resource Officer (SRO) to the schools within the District; and

WHEREAS, the City hereby represents that all its sworn Police Officers are trained to the standards established by the State of Washington and possess commissions issued by the appropriate authority to enable them to operate effectively as SRO’s; and

WHEREAS, the District agrees to share in the cost of, and provide facilities for, a School Resource Officer.

NOW, THEREFORE, it is mutually agreed as follows:

This Agreement is entered into this 1st Day of October ~~2017~~, 2022, by and between the City and the District.

SECTION I – DESIGNATION OF PRIMARY SRO

The Chief of Police will be responsible for ~~servicing as~~ assigning the primary SRO for the Tenino School District. The primary SRO’s will be a certified by the NASRO or an equivalent IADLEST Certified SRO training program. If an SRO is assigned to the District and does not have the aforementioned training the SRO shall be enrolled in the next available training course.

SECTION II – GENERAL REQUIREMENTS

The SRO will provide a uniformed presence on campus to promote safety and serve as a positive resource to the high school, middle school, and elementary schools. SRO's will call on all schools, district properties and surrounding areas to identify, investigate, enforce, deter, and prevent crime, especially those incidents involving weapons, youth violence, harassment, gang involvement, drugs or other similar activities. In addition, SRO will provide students, parents, teachers and administrators with information, support, education/training, problem solving mediation and facilitation.

SECTION III – SRO SUPERVISION AND SCHEDULING

The SRO is, and shall always remain, an employee of the City and shall not be an employee of the district. The SRO shall remain responsive to supervision and chain of command of the Tenino Police Department, which shall be responsible for their hiring, training, discipline, and dismissal. Any allegation of improper conduct by an SRO will be referred to the SRO's immediate supervisor.

To effectively dispatch the duties and responsibilities of identified herein, the SRO will maintain a daily presence at Tenino High and Tenino Middle Schools and a weekly presence at Tenino Elementary and Parkside Elementary School, exigent circumstance excepted presence at all school and afternoon activities and evening events whenever possible. The SRO will be scheduled Monday through Friday during the school year and responsible to the District for the entirety of his/her shift. The SRO's schedule can be adjusted to accommodate after hours District events as requested by leadership. The SRO's schedule can be adjusted by the Chief of Police or his/her designee in the event of a critical incident or department emergency. Such incidents and emergencies will be discussed with District when practical.

The efficacy of the SRO program will be assessed on quarterly basis. District and City staff will collaborate to measure the effectiveness of SRO program. During the quarterly meetings, adjustments to the SRO program will be determined. The amount of time, court time, or any other police-related activity, including any emergencies such as civil disasters.

The SRO's schedule will be coordinated between the Department and the District. When school is not in session the SRO will work on assignments as determined by their supervisor.

As part of this agreement the Department will work with the District to provide security at sporting events and other special events.

SECTION IV – RIGHT TO PRESENT COMPLAINTS

In the event the District has cause to believe that the SRO is not effectively performing in accordance with the Agreement, the District may recommend to the Department that the SRO be removed from the program.

To initiate the replacement of an SRO, the District will state the reasons in writing. Within a reasonable period after receiving the recommendation, the Superintendent or his/her designee will meet with the ~~Mayor~~ Chief or his/her designee, to mediate or resolve the problem that may exist.

SECTION V – PRIMARY SRO DUTIES AND RESPONSIBILITIES

The SRO shall serve as a resource for the District through a focus on safety, education and serving as a community liaison. Safety and liaison activities will include:

- Collaborate in the development and training of school staff in threat assessment, critical incident response and the development of an off-site crisis response center in case of a school, district or county-wide critical incident or terrorist event impacting the safety of students and staff.
- Developing and coordinating emergency response plans in conjunction with other emergency responders.
- Incorporating law enforcement onto school crisis managements teams.
- Developing protocols for handling specific types of emergencies.
- Rehearsing such protocols using tabletop exercises, drills, and mock evacuations and lockdowns.
- Participate in planned training with mental health juvenile justices, and school-based staff.
- Work with all District partners in the delivery of law enforcement-related prevention activities for both students and staff.
- Collaborate with District partners is assuring the development, revision and dissemination of safe school policies.

Education activities include training and classroom presentations that complement the educational curriculum by emphasizing the fundamental principles and skills needed for responsible citizenship, as well as by teaching topics related to policing. SRO's can present courses for students, faculty, and parents. Topics covered by the SRO may include:

- Alcohol and drug awareness
- Gang and strange awareness and resistance
- General crime prevention
- Conflict resolution
- Internet and Cyber safety, laws and bullying
- Bicycling, pedestrian, and motor vehicle safety
- Special crimes in which students are especially likely to be offenders or victims, such as vandalism, shoplifting, and sexual assault by acquaintances.

SECTION VI – ADDITONAL SRO DUTIES AND RESPONSIBILITES

Additional duties and responsibilities of the SRO while on duty include, but are not limited to, the following:

- Regularly wear the official police uniform
- Establish and maintain a positive working relationship with the students, school administrators and school staff.
- Act as a resource person in the area of law enforcement education at the request of the staff, speaking in classes on the law, search and seizure, drugs motor vehicle laws, etc.
- Assist in providing school-based security during the regular school day; assist in the promotion of a safe and orderly environment at the assigned schools. The SRO shall not act as a disciplinarian; however, the SRO may assist the school with the discipline problems and, if the problem or incident is a violation of the law, will determine whether law enforcement action is appropriate. Violations of school rules will be turned over to the school administration.
- Investigate crimes or other school-related incidents on campus, making arrests, when appropriate, and making the necessary timely notifications to parents, school staff, and social services agencies.
- Assist in mediating disputes on campus, including working with students to help them solve disputes in a non-violent manner.
- Perform other duties mutually agreed upon by the District and the SRO provided the duty is legitimately and reasonably related to the SRO program as described in the Agreement and is consistent with Federal and State Law, local ordinances, Police Department and School District policies, procedures, rules, and regulations.

SECTION VII – DISTRICT RESPONSIBILITIES

In return for the City providing SRO services, the Tenino School District will:

- Provide a secure office space within the Tenino School District to be used by the SRO for general office purposes. The offices must be properly lighted and equipped with a telephone. This office space can be a shared space with district personnel with the ability to be used solely by the SRO if/when situations arise dictating this need.
- Equip office with a locking cabinet and reasonable office supplies.
- Provide a reasonable police parking space or parking area.

SECTION VIII – PAYMENT

The Tenino School District agrees to pay the City of Tenino ~~\$18,000.00~~ ~~70,000.00~~ ~~\$50,000.00~~ as its share of the SRO program for the period of October 1, ~~2017~~ ~~2022~~ to August 31, ~~2018~~ ~~2023~~. In addition, the Tenino School District agrees to pay up to \$2,000.00 for Department officer training directly related

~~the development of an officer's skill and ability to be an effective SRO. The access of training funds will require the prior approval of the District Superintendent.~~

SECTION IX - INDEPENDENT CONSULTANT

Both parties understand and agree that the City is acting hereunder as an independent contractor. No agent, employee, servant, or representative of the City shall be deemed to be an employee, agent, servant, or representative of the District for any purpose, and the employees of the City are not entitled to any of the benefits the District provides for its employees. The City will be solely and entirely responsible for its acts and for the acts of its agents, employees, servant, or representative of the District for any purpose, and the employees of the City are not entitled to any of the benefits the District provides for its employees. The City will be solely and entirely responsible for its acts and for the acts of its agents, employees servant, subcontractors, or representative during the performance of this agreement.

In the performance of the services herein contemplated, the City is an independent contractor with the authority to:

- Control and direct the performance of the details of the work; however, the results of the work contemplated herein must meet the approval of the District and shall be subject to the District's general rights of the inspections and review to secure the satisfactory completion thereof.
- Personnel, standards or performance, discipline and other aspects of performance shall be governed entirely by the City.
- All liabilities for salaries, wages, and any other compensation, work related injury or sickness shall be that of the City of Tenino.

Both parties understand and agree that the terms of the agreement do not alter the duties and responsibilities either party may have to the other or to the public.

SECTION X – INDEMNIFICATION

The City of Tenino will protect, defend, indemnify, and save harmless the Tenino School District, its officers, employees, and agents from any and all costs, claims judgements or awards of damages arising out of or in any way resulting from negligent acts or omissions of the City of Tenino, its officers, employees or agents in the performance of its agreement.

The Tenino School District will protect, defend, indemnify, and save harmless the City of Tenino, it's officers, employees and agents from any and all costs, claims, judgments or awards of damages arising out of or in any way resulting from the negligent accts or omissions of the School District, its officers, employees or agents in the performance of this agreement.

SECTION XI – ENTIRE AGREEMENT

This Agreement expresses the entire agreement of the parties. This Agreement may be modified at any time, provided, provided that such modification must be made by a written instrument and afforded the same degree of formality as the original agreement.

SECTION XII – DURATION AND TERMINATION

The initial term of this agreement shall be for a period of eleven months beginning October 1, 2017 2022 and ending on August 31, 2018 2023. The agreement shall automatically renew for successive 12-month terms on September 1st of each year, unless action is taken to terminate or revise the agreement as specified, below.

Termination of Convenience: Either party may terminate this agreement at any time, and for any reason, by giving 30 days’ written notice to the other party. If the agreement is terminated by either party as provided herein, the City shall be paid a pro-rata amount for the work completed as of the date of termination at the rate of \$1500 5834.00 \$4167.00 per month, or \$375 1346.00 \$962.00 per week, as the case may be.

SECTION XIII – GOVERNING LAW AND VENUE

The Agreement has been, and shall be construed as having been, made and delivered within the State of Washington, and it is agreed by each party hereto that this Agreement shall be governed by the laws of the State of Washington, both as to interpretation and performance.

It is further agreed that, prior to litigation of any dispute arising out of this Agreement, the Parties will submit the matter to mediation on terms and conditions to be agreed upon or, failing such agreement, to the Washington Arbitration and Mediation Service in Seattle. Each party will be responsible for their own costs of mediation, including attorney’s fees, and share the mediation service fee equally.

As evidence of their Agreement, both parties, through their authorized agents, having read and understood the above and foregoing, and with the intent to be bound hereby, hereby executed this Agreement on the date last entered below.

Signatures to follow.

File Attachments for Item:

10. Water Line Replacement

Recommended Action: Review and approve Water Line Replacement.

EXHIBIT A
AUTHORIZATION FOR ENGINEERING SERVICES NO. 2022-001
CITY OF TENINO, WASHINGTON

SUSSEX WATER LINE REPLACEMENT

The Engineer is hereby authorized to perform Engineering Services for the Client as provided for in our General Agreement for Professional Engineering Services executed December 16, 2016, and extended by amendment on December 12, 2018, and as more fully described herein:

PROJECT DESCRIPTION

The Client desires to replace approximately 800 linear feet of existing 1-inch PVC water distribution pipeline on Sussex Avenue East (State Route 507) between North Eureka Street and North Wherrett Street with a new 6-inch C900 PVC pipeline.

ASSUMPTIONS

The Engineer has utilized the following assumptions in preparing this Scope of Work and the estimated Budget. In the event that any ultimate facts or events differ from these assumptions, the scope of work, schedule and budget shall be adjusted accordingly.

- A. Washington Department of Health (DOH) review and approval of the design plans and specifications for the water line replacement is not required.
- B. Washington State Department of Transportation (WSDOT) review and approval of the design plans and specifications for the water line replacement is required, as is a WSDOT right-of-way use permit.
- C. The new pipeline will be constructed entirely within public road right-of-way.
- D. No easements on private property are required to be obtained.
- E. The project is exempt from SEPA because the new pipeline is less than 12-inches in diameter per WAC 197-11-800(23)(b).
- F. A Washington Department of Ecology construction stormwater permit is not required.
- G. Construction traffic control plans will be specified to prepared by the Contractor.
- H. Technical specifications will be prepared in the Construction Specifications Institute format.
- I. Bid documents, construction agreement documents and general conditions for the construction contract documents will utilize Engineer's Joint Contract Documents Council (EJCDC) documents.
- J. An onsite pre-bid meeting with prospective bidders will not be conducted.
- K. Construction is anticipated to be require one month or approximately 21 working days to complete.

SCOPE OF WORK

The Engineer will prepare design plans, specifications, construction contract documents and an opinion of construction cost for the water pipeline replacement as detailed herein. Bid and construction phase services will also be provided by the Engineer as detailed herein.

TASK 1 - PROJECT MANAGEMENT AND ADMINISTRATION

The Engineer will provide project management and administration consisting of the following:

- a) Prepare monthly narrative progress reports and submit to the Client.

- b) Prepare a draft project schedule using Excel and review schedule with the Client, adjust as necessary and prepare a final schedule.
- c) Update the schedule as appropriate as the project proceeds.
- d) Engineer's deliverables under this task include the following:
 - Monthly progress reports
 - Schedule updates

TASK 2 - DESIGN PHASE ENGINEERING SERVICES

The Engineer will perform the following under this task:

- a) Gather and review background information and data to develop or verify the proposed alignment for the water piping.
- b) Provide field topographic survey for preparation of design drawings. Engineer will locate the utility locate limits and will call for utility locates prior to performing field topographic survey work. Engineer will also set a minimum of two project benchmarks that can be utilized for construction staking.
- c) Prepare final drawings to show the general scope, extent and character of the work to be furnished and performed by the construction contractor hereinafter called drawings and specifications. The specifications will be prepared in the CSI format. It is anticipated that construction requirements for the project can be shown on approximately 4 drawing sheets (measuring 22" x 34") and that the contract documents and specifications will be comprised of approximately 150-200 pages (8-1/2" x 11").
- d) Prepare for review and approval by Client, its legal counsel and other advisors an invitation to bid, instructions to bidders, bidding forms, construction contract award, bond and agreement forms, general conditions and supplementary conditions.
- e) Provide permit applications with appropriate technical criteria, written descriptions and data for required permits. Permit applications will be submitted to appropriate permitting agencies by the Client. All permit fees will be paid by the Client.
- f) Advise Client of any adjustments to the latest opinion of probable construction cost caused by changes in general scope, extent or character or design requirements of the project. Furnish Client with a final Engineer's opinion of total construction cost based on the final bid ready drawings and specifications.
- g) The Engineer will participate in up to three review meetings with the Client to review the design plans and any other project related issues that require Client input or decisions during the design phase. Meetings will be virtual utilizing MS Teams, WebEx or other virtual meeting software.
- h) The Engineer's Design Phase Deliverables include:
 - Meeting agendas
 - Meeting notes project review meetings
 - 50% complete drawings and specifications in .pdf format
 - 90% complete drawings and specifications in .pdf format

Three (3) hardcopies and .pdf electronic copy of Bid Ready (100% complete) Documents (drawings and construction contract documents).

TASK 3 - BID PHASE ENGINEERING SERVICES

Engineer's work under this task will be as follows:

- a) Assist in obtaining bids for construction through public advertisement.
- b) Receive contract questions from plan holders and prospective bidders and prepare appropriate answers.
- c) Issue addenda as appropriate to interpret, clarify, amend, or expand the Bidding Documents.
- d) Attend bid opening, review all bids received, prepare a bid tabulation and a verify low bidder's state registration, bonding, and references as appropriate.
- e) Prepare a letter to the Client recommending award of the construction contract to the lowest responsive bidder.
- d) The Engineer's Bid Phase Deliverables include:

Addenda issued during the bid period.

Bid tabulation

Letter recommending award and appropriate documentation regarding the lowest responsive bidder's state registration, bonding and references.

TASK 4 - CONSTRUCTION PHASE ENGINEERING SERVICES

Engineer's work under this task includes:

- a) Consult with and advise the Client and act as the Client's representative as required by the Construction Contract Documents. As the Client's representative, all of the instructions to Contractor(s) will be issued through Engineer who will have authority to act on behalf of the Client to the extent provided in the Contract Documents. Engineer shall prepare monthly narrative progress reports and submit them to the Client. Construction is expected to take one month.
- b) Engineer will schedule and conduct a pre-construction conference with the Contractor, Client, WSDOT and other utilities and project stakeholders as appropriate. The pre-construction conference will be held at the Client offices.
- c) Construction Staking. Engineer will provide construction staking for the project.
- d) Visits to Site and Observation of Construction. In connection with observations of the work of the Contractor(s) while it is in progress:
 - 1) Engineer shall make two (2) visits to the site at intervals appropriate to the various stages of construction as Engineer deems necessary to observe as an experienced and qualified design professional the progress and quality of the various aspects of Contractor(s)' work. In addition, Engineer shall provide part-time services of a Resident Project Representative at the site to assist the Engineer and to provide additional

observation of the construction work. Based on information obtained during such visits and on such observations, Engineer will determine if the construction work is proceeding in general accordance with the Contract Documents and Engineer shall keep Client informed of the progress of the work.

- 2) The Resident Project Representative (RPR) will be Engineer's agent or employee and under Engineer's supervision. The RPR shall provide written daily reports to Engineer's project manager utilizing Engineer's standard report forms. Copies of all daily RPR reports will be provided to Client for their permanent project file. RPR is budgeted, including travel to and from the jobsite, for a total of 60 hours (approximately 35% of full-time), including travel to and from the jobsite, over the anticipated 21 working day construction period.
- 3) The purpose of Engineer's visits to and representation by the RPR at the site will be to enable Engineer to better carry out the duties and responsibilities assigned to and undertaken by Engineer during construction of the project, and, in addition, by exercise of Engineer's efforts as an experienced and qualified design professional, to provide the Client a greater degree of confidence that the completed work of Contractor(s) will conform generally to the Contract Documents and that the integrity of the design concept as reflected in the Contract Documents has been implemented and preserved by Contractor(s). Conversely, Engineer shall not, during such visits or as a result of such observations of Contractor(s)' work in progress, supervise, direct or have control over or responsibility for the means, methods, techniques, sequences, or procedures of construction selected by Contractor(s), for safety precautions and programs incident to the work of the Contractor(s) or for any failure of Contractor(s) to comply with laws, rules, regulations, ordinances, codes, or orders applicable to Contractor(s) furnishing and performing their work. Accordingly, Engineer can neither guarantee the performance of the construction contracts by Contractor(s) nor assume responsibility for Contractor(s)' failure to furnish and perform their work in accordance with the Contract Documents.
- c) Defective Work. During such visits and based on such observations, Engineer may disapprove of or reject Contractor(s)' work while it is in progress if Engineer believes that such work will not produce a completed Project that conforms generally to the Contract Documents or that it will prejudice the integrity of the design concept of the Project as reflected in the Contract Documents.
- d) Interpretations and Clarifications. Engineer shall issue necessary interpretations and clarifications of the Contract Documents and in connection therewith prepare work directive changes and change orders as required.
- e) Shop Drawings. Engineer shall review and take appropriate action in respect of Shop Drawings, samples and other data, which Contractor(s) are required to submit for compliance with the Contract Documents. Such reviews and approvals or other action shall not extend to means, methods, techniques, sequences or procedures of construction or to safety precautions and programs incident thereto.
- f) Inspections and Tests. Engineer shall have authority, as the Client's representative, to require special inspections or testing of the work, and shall receive and review all

certificates of inspections, tests and approvals required by laws, regulations, ordinances, codes, orders or the Contract Documents but only to determine generally that their content complies with the requirements of, and the results certified indicate compliance with, the Contract documents.

- g) Disputes between Client and Contractor. Engineer shall act as initial interpreter of the requirements of the Contract Documents and judge of the acceptability of the work thereunder and make decisions on all claims of the Client and Contractor(s) relating to the acceptability of the work or the interpretation of the requirements of the Contract Documents pertaining to the execution and progress of the work. Engineer shall not be liable for the result of any such interpretations or decisions rendered in good faith and in conformance with Item C – Standard of Practice in the governing General Agreement for Professional Engineering Services.
- h) Applications for Payment. Based on Engineer's on-site observations as an experienced and qualified design professional, on information provided by the Client and on review of applications for payment and the accompanying data and schedules:
 - 1) Engineer shall determine the amounts owing to the Contractor(s) and recommend in writing payments to Contractor(s) in such amounts. Such recommendations of payment will constitute a representation to Client, based on such observations and review, that the work has progressed to the point indicated, and that, to the best of Engineer's knowledge, information and belief, the quality of such work is generally in accordance with the Contract Documents (subject to an evaluation of such work as a functioning whole prior to or upon Substantial Completion, to the results of any subsequent tests called for in the Contract Documents and to any other qualifications stated in the recommendation). In the case of unit price work, Engineer's recommendations of payment will include final determinations of quantities and classifications of such work subject to any subsequent adjustments allowed by the Contract Documents.
 - 2) By recommending any payment Engineer will not thereby be deemed to have represented that exhaustive, continuous or detailed reviews or examinations have been made by Engineer to check the quality or quantity of Contractor(s)' work as it is furnished and performed beyond the responsibilities specifically assigned to Engineer in this Agreement and the Contract Documents. Engineer's review of Contractor(s) work for the purposes of recommending payments will not impose on Engineer responsibility to supervise, direct or control such work or for the means, methods, techniques, sequences, or procedures of construction or safety precautions or programs incident thereto or Contractor(s) compliance with laws, rules, regulations, ordinances, codes, or orders applicable to their furnishing and performing the work. It will also not impose responsibility on Engineer to make any examination to ascertain how or for what purposes any Contractor has used the moneys paid on account of the Contract Price, or to determine that title to any of the work, materials or equipment has passed to Client free and clear of any lien, claims, security interests or encumbrances, or that there may not be other matters at issue between Client and Contractor that might affect the amount that should be paid.
- i) Inspections. Engineer shall conduct an inspection to determine if the work is substantially complete and a final inspection to determine if the completed work is acceptable so that the

Engineer may recommend, in writing, final payment to Contractor(s) and may give written notice to Client and the Contractor(s) that the work is acceptable (subject to any conditions therein expressed), but any such recommendation and notice will be subject to the limitations expressed in paragraph "h-2" above.

- j) Prepare a set of reproducible record prints of Drawings showing those changes made during the construction process, based on the marked-up prints, drawings and other data furnished by Contractor(s) to Engineer and which Engineer considers significant.
- k) Limitations of Responsibility. Engineer shall not be responsible for the acts or omissions of any Contractor, or of any subcontractor or supplier, or any of the Contractor(s)' or subcontractor's or supplier's agents or employees or any other persons (except Engineer's own employees and agents) at the site or otherwise furnishing or performing any of the Contractor(s)' work; however, nothing contained in paragraphs "a" through "i" above, shall be construed to release Engineer from liability for failure to properly perform duties and responsibilities assumed by Engineer in the Contract Documents.

SCHEDULE:

Survey will be completed within 4 weeks of Client issuing Notice to Proceed.

Submit 50% design drawings and contract documents for Client review within 6 weeks of Survey completion.

Submit 90% design drawings and contract documents for Client review within 4 weeks of Engineer receiving Client 60% review comments.

Submit 100% design drawings and contract documents and WSDOT right-of-way use permit application to Client within 4 weeks of Engineer receiving Client 90% review comments. These documents will be submitted by the Client to WSDOT for review and approval.

Engineer will review and make appropriate revisions to the design drawings and contract documents within 2 weeks of Engineer's receipt of WSDOT review comments, if any.

BUDGET:

The budget for the above referenced work shall be set at \$58,000 per the attached Exhibit B. The Engineer agrees not to exceed this amount without the Client's prior authorization.


Authorized by:
City of Tenino, Washington

Date

By: Wayne Fournier, Mayor

Accepted: Gibbs & Olson, Inc.

April 5, 2022
Date



By: Richard A. Gushman, President

Exhibit B - Budget
 City of Tenino - Sussex Avenue Waterline Replacement Project
 Date Prepared: April 5, 2022
 Gibbs & Olson, Inc.



Task No.	Task Description	Principal	Proj. Mgr.	Engr. V	Engr. II	RPR	PLS	2 Man Survey Crew	CAD	Word Processor	Cost
1	Project Management & Administration	2	8	2	4	0	0	0	0	4	\$3,218
2	Design Phase Engineering Services	2	14	18	56	8	26	28	56	14	\$30,704
a	Gather and review background information/data	0	2	2	2	0	6	0	0	0	\$1,816
b	Field mark the limits of utility locates	0	0	0	0	6	0	0	0	0	\$720
c	Design survey	0	0	0	0	0	20	28	0	0	\$8,160
d	Prepare 50% Drawings, Specifications & Cost Opinion	0	4	6	30	0	0	0	32	0	\$9,194
e	Prepare 90% Drawings, Specifications & Cost Opinion	1	2	4	12	0	0	0	16	8	\$5,224
f	Prepare 100% Drawings, Specifications & Cost Opinion	1	2	2	8	2	0	0	6	4	\$3,206
g	WSDOT Permit Application & Coordination	0	4	4	4	0	0	0	2	2	\$2,384
3	Bid Phase Services	0	2	4	4	0	0	0	2	0	\$1,828
4	Construction Phase Engineering Services	2	16	8	24	64	6	12	2	2	\$19,346
Total Hours by Staff Position		6	40	32	88	72	32	40	60	20	
SUBTOTAL											
Mileage											
GPS Survey Equipmt											
Reproduction											
Construction Staking Field Supplies											
Miscellaneous Project Expenses											
TOTAL ESTIMATED BUDGET		2022 Rates	\$220	\$173	\$130	\$120	\$135	\$195	\$108	\$78	\$58,000