

City of Tenino

149 Hodgen Street South
Tenino, WA 98589

City Council Meeting
Tuesday, July 23, 2024 at 6:30 PM

Agenda

WORK SESSION

1. 6:30 pm Review of 7/23/2024 Council Agenda
2. Council Priorities
 - AG Park Heating system ownership
 - Gold Star City
 - City Attorney
 - Flags
 - City Hall heat pump
3. Discussion of 8/13/2024 Council Draft Agenda

CALL TO ORDER

4. Flag Salute

AGENDA APPROVAL

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

Recommended Action: Motion to approve the agenda as presented.

APPROVAL OF MINUTES

6. Meeting Minutes for 7/9/2024

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

CONSENT CALENDAR

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

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

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

Check 32532 \$150 voided- Wrong Vendor.

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

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

EXECUTIVE SESSION

PRESENTATIONS

PUBLIC COMMENTS

PUBLIC HEARING

PROCLAMATIONS

OLD BUSINESS

NEW BUSINESS

8. Water Rights Agreement

Recommended Action: Motion to approve agreement for water rights research

9. MOU with Thurston County CDBG

Recommended Action: Motion to approve MOU with Thurston County CDBG

RESOLUTIONS

10. Resolution 2024-05 Grant Applicant Authorization

This resolution authorizes the person(s) identified below (in Section 2) to act as the authorized representative/agent on behalf of our organization and to legally bind our organization with respect to the above Project(s) for which we seek grant funding assistance managed through the Recreation and Conservation Office.

Recommended Action: Motion to approve Resolution 2024-05

ORDINANCES

REPORTS

11. Outside Agency

1) Chamber of Commerce

2) Economic Development Council (EDC)

3) South Thurston Economic Development Initiative (STEDI)

4) ARCH Commission

5) Experience Olympia & Beyond (VCB)

6) Timberland Regional Library

12. Committees/Commissions

- 1) Civil Service Commission
- 2) Façade Improvement Grant Review Committee
- 3) Finance Committee
- 4) Planning Commission
- 5) Public Safety Committee
- 6) Public Works Committee

13. Staff

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

14. Liaisons

- 1) Bucoda/Tenino Healthy Action Team (BTHAT)
- 2) Solid Waste Advisory Board
- 3) TCOMM/911
- 4) Tenino School Board
- 5) Thurston Regional Planning Council (TRPC)
- 6) Transportation Policy Board
- 7) Thurston County Commissioner's Office
- 8) Legislature

PUBLIC COMMENTS 2

ANNOUNCEMENTS

ADJOURNMENT

File Attachments for Item:

6. Meeting Minutes for 7/9/2024

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

**City Council Meeting
Tuesday, July 09, 2024**

Minutes

WORK SESSION

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

PRESENT

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

ABSENT

Councilmember Jason Lawton

1. 6:30 pm Review of 7/9/2024 Council Agenda

2. Council Priorities

Budget

Dog Park

Council Priorities: Mayor Watterson notified the Council Members the next finance committee meeting has not been scheduled yet.

Budget: Mayor Watterson announced he is going to a budget conference at the end of the month. He also reviewed the current budget position and funds.

Dog Park: Council Member Gotovac announced Judy Cryderman will be holding a garage sale to benefit the dog park.

3. Discussion of 7/23/2024 Council Draft Agenda

Mayor Watterson will be presenting the water rights proposal and estimates he has obtained.

CALL TO ORDER

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

PRESENT

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

ABSENT

Councilmember Jason Lawton

4. Flag Salute

AGENDA APPROVAL

5. Agenda for the Regular Meeting of the 7/9/24.

Recommended Action: Motion to approve the agenda as presented.

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

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

Motion passes 4-0

APPROVAL OF MINUTES

6. Meeting Minutes for 6/25/2024

Recommended Action: Motion to approve 6/25/2024 meeting minutes as presented.

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

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

Motion passes 4-0

CONSENT CALENDAR

7. Consent Calendar June 26, 2024 through July 9, 2024 consisting of

Payroll EFT's in the amount of \$54,103.08

Payroll Checks #32487 through #32488

Claims checks #32489 through #32519 in the amount of \$86,495.00

for a grand total of \$140,598.08

Liquor Cannabis License: Tip em back Boutique

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

Motion made by Councilmember O'Callahan with the addition of the excusal of Commissioner Lawton, Seconded by Councilmember Gotovac.

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

Motion passes 4-0

EXECUTIVE SESSION

PRESENTATIONS

8. Presentation from Annette Pitts with Experience Olympia and beyond Shaping the Future of Thurston County | Experience Olympia

Recommended Action: none, presentation only.

Annette Pitts presented the attached presentation.

Council Member Gotovac clarified they are wanting to start a non-profit.

Mayor Watterson notified the council members he has set up quarterly meetings with Experience Olympia.

Council Member Eisel requested clarification on the term "community alignment".

PUBLIC COMMENTS

PUBLIC HEARING

PROCLAMATIONS

OLD BUSINESS

9. Change Order for Ag Park N Bldg., Travers Electric

Recommended Action: Motion to approve Change order 3 for Ag Park N Bldg., Travers Electric

City Engineer Mike Marshall explained what the change order encompasses.

Council Member Eisel expressed he is unhappy with the change order process; in the future he would like to see more details provided so they can better understand the purpose.

Council Member Klamn clarified the lights are required.

Council Member O'Callahan expressed he is unhappy with the change orders as "they are not our fault".

Motion made by Councilmember Gotovac, Seconded by Councilmember Eisel.

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

Motion passes 4-0

NEW BUSINESS

RESOLUTIONS

10. Resolution 2024-04 Six Year Street Plan Adoption

Recommended Action: Motion to approve Resolution 2024-04 Six Year Street Plan adoption.

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

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

Motion Passes 4-0

ORDINANCES

REPORTS

11. Outside Agency

1) Chamber of Commerce

2) Economic Development Council (EDC)

3) South Thurston Economic Development Initiative (STEDI)

4) ARCH Commission

5) Experience Olympia & Beyond (VCB)

6) Timberland Regional Library

Chamber of Commerce: Next meeting July 17th at Sandstone Cafe, Mayor Watterson is the guest speaker, they will also be making announcements for the OTD parade.

Economic Development Council (EDC): Next meeting July 25th in Lacey, 3-6pm.

South Thurston Economic Development Initiative (STEDI): Next meeting July 19th.

12. Committees/Commissions

- 1) **Civil Service Commission**
- 2) **Façade Improvement Grant Review Committee**
- 3) **Finance Committee**
- 4) **Planning Commission**
- 5) **Public Safety Committee**
- 6) **Public Works Committee**

Façade Improvement Grant Review Committee: Has decided they will allow the new owner of the 3 buildings on Sussex (previously the feed store) to apply for a separate facade grant for the middle building.

13. Staff

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

Director of Public Works: C/T Scharber reported on behalf of PW Director Cannon that the pool has been very busy. STP is this weekend. They are very busy prepping for OTD- street painting and sweeping.

Clerk/Treasurer: C/T Scharber reported they had a meeting Representative Barkis last week where they discussed water rights along with other concerns and Tenino Wish List. The Gluesenkamp team will be at City hall 7/10/24

14. Liaisons

- 1) **Bucoda/Tenino Healthy Action Team (BTHAT)**
- 2) **Solid Waste Advisory Board**
- 3) **TCOMM/911**
- 4) **Tenino School Board**

5) Thurston Regional Planning Council (TRPC)

6) Transportation Policy Board

7) Thurston County Commissioner's Office

8) Legislature

Bucoda/Tenino Healthy Action Team (BTHAT): Next meeting is August 19th.

Solid Waste Advisory Board: They did not hold a meeting as they were touring different facilities this month.

PUBLIC COMMENTS 2

ANNOUNCEMENTS

Council member O'Callahan announced he will be starting to work on getting the trails around Tenino to have more security and increased accessibility for emergency vehicles.

Council member Gotovac announced the Lions Club annual garage sale July 19-22.

ADJOURNMENT

Mayor Watterson adjourned the meeting at 8:18pm.

File Attachments for Item:

7. Consent Calendar July 10, 2024 through July 23, 2024 consisting of Payroll EFT's in the amount of \$71,811.08

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

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



Washington State
Liquor and Cannabis Board
P.O. Box 43098,
Olympia WA 98504-3098, (360) 664-1600

RECEIVED

JUL 11 2024

CITY OF TENINO

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



**Washington State
Liquor and Cannabis Board**

Olympia WA 98504-3098, (360) 664-1600
www.liq.wa.gov Fax #: (360) 753-2710
PO Box 43098

July 06, 2024

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

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

1) Objection to License Renewal

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

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

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

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

2) Status of License While Objection Pending

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

3) Procedure Following Licensing Division Receipt of Objection

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

4) Procedure if Board Does Not Renew License

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

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

5) Procedure if Board Renews License Over Your Objection

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

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

Sincerely,

Rebecca Smith

Rebecca Smith, Director,
Licensing and Regulation Division

LIQ 864 07/10

C091080-2

WASHINGTON STATE LIQUOR AND CANNABIS BOARD

DATE: 07/06/2024

LICENSED ESTABLISHMENTS IN INCORPORATED AREAS CITY OF TENINO
(BY ZIP CODE) FOR EXPIRATION DATE OF 20241031

LICENSEE

BUSINESS NAME AND ADDRESS

LICENSE NUMBER

PRIVILEGES

1. WHITEWOOD LLC

WHITEWOOD CIDER
138 HODGDEN ST N
TENINO

WA 98589 4500

431178

DOMESTIC WINERY < 250,000 LITERS
B/W ON PREMISES ENDORSEMENT

File Attachments for Item:

8. Water Rights Agreement

Recommended Action: Motion to approve agreement for water rights research

Contract Order

Client: City of Tenino Attn: Mayer David Watterson 149 Hodgden Street S Tenino, WA 98589	Date: July 9, 2024
	Contract No.: 1
	Project No.: AS240338
Project Name: Water Right Assistance	
Subject: Water Right Feasibility Assessment	

Description of Work	Cost
<p>Geosyntec Consultants, Inc. dba Aspect Consulting (Aspect) understands the City of Tenino wishes to explore its options for securing additional water right permits. The City is a municipal water provider that operates wells for the purpose of meeting its ongoing water supply commitments in Thurston, WA. The City is located in the Scatter Creek subbasin of the greater Chehalis River Watershed, and understands the challenges associated with acquiring new water rights. Options for developing additional water rights generally acquire mitigation offsets – and often the acquisition of existing water rights.</p> <p>This scope of work is intended to authorize a preliminary feasibility assessment in which Aspect will assess the current regulatory setting and provide options/permitting route for additional water supply. For this initial phase, we propose the following tasks:</p> <p>Proposed Tasks</p> <ul style="list-style-type: none"> • Identify water rights associated with the City’s water system operation and review authorizations relative to actual use and identify any discrepancies and/or risks. • Develop a conceptual water budget that takes into consideration major return-flow pathways (aka total water use vs. aquifer returns via WWTP). • Conduct a high-level screening of water rights that might be suitable for acquisition and transfer. • Recommend next steps and provide ongoing water right permitting support. • Facilitate a Technical Assistance meeting with Ecology staff to discuss permitting options. <p>Potential Future Tasks</p> <p>Future tasks the City may considered pursuing with Aspect include, but are not limited to the following:</p>	<p>Time and Materials, Not to Exceed \$8,500</p>

OFFICE LOCATIONS

WASHINGTON: [Bainbridge Island](#) | [Bellingham](#) | [Olympia](#) | [Seattle](#) | [Wenatchee](#) | [Yakima](#)

OREGON: [Portland](#)

www.aspectconsulting.com

- Preparation of Applications for Change to transfer water rights, or new permit applications that include mitigation elements.
- Acquisition support related to purchase of existing water rights.
- Cost Reimbursement Services related to the processing of either new or mitigated permits for Applications for Change.
- Well drilling and testing support.

Assumptions

The City will be able to provide Aspect with water production and discharge records.

Deliverable and Schedule:

Aspect proposes to complete its review within 12 weeks from your notice to proceed. Our deliverable will be provided as a technical memo, with a follow up meeting to address questions and discuss next steps.

Aspect cannot wholly predict the volume of materials required to render its opinion or what we may find in this analysis which may prompt recommendations for further review. We have prepared this work in accordance with our extensive experience in conducting due diligence evaluations and will keep the City advised if significant new issues arise in our review.

Aspect will complete this work for up to \$8,500 on a time and materials, not-to-exceed basis. This fee includes our technical review, email findings, coordination meeting, and routine calls/emails.

By its signature below and/or authorizing Geosyntec Consultants, Inc. dba Aspect Consulting to proceed in accordance with this Proposal, the City of Tenino accepts and agrees to the Services, Schedule and Compensation described above and the attached terms and conditions.

ASPECT CONSULTING	By:
	Printed Name: Jill Van Hulle Principal Water Resource Specialist
CLIENT	By:
	Printed Name/Date:

S:\City of Tenino\Finalized Contracts and Proposals\CO01_20240625_AS240338_CityOfTenino.docx

ATTACHMENT A
PROFESSIONAL SERVICES AGREEMENT

This Professional Services Agreement (“Agreement”) is attached to and made a part of the proposal submitted to the City of Tenino (“Client”) by Geosyntec Consultants, Inc., and its subsidiaries and affiliates (collectively “Geosyntec”), dated June 25, 2024 (“Proposal”). Geosyntec shall perform the scope of services described in the Proposal, subject to the following terms and condition upon acceptance of the Proposal or Client’s authorization to proceed. The Client and Geosyntec are referred to herein individually as “Party” and collectively as “Parties”.

1. ACCEPTANCE OF TERMS: The terms and conditions set forth below and the contents of the Proposal shall constitute the full Agreement between the Client and Geosyntec and shall be deemed mutually accepted and effective upon Client’s signing the Proposal, issuing an authorization to proceed with the Proposal or by payment of an invoice submitted by Geosyntec. Any changes or amendment to these terms and conditions, are conflicting terms introduced by the Client in a purchase order or other document, are expressly rejected unless both Parties agree to these changes in writing and they are incorporated into this Agreement. Any amendment must be in writing signed by Client and Geosyntec.

2. SCOPE OF SERVICES: The services to be provided by Geosyntec pursuant to this Agreement (“Services”) are described in the Proposal, and any amendments or Service Orders issued thereto, which shall set forth the schedule and estimated charges for the Services. If the Services are to be rendered in connection with a specific location, the Proposal shall also describe the site (“Project Site”).

3. CLIENT RESPONSIBILITY: Client shall provide Geosyntec, in writing (where applicable), all information relating to Client’s requirements for the Project in a timely manner, give Geosyntec prompt written notice of any suspected deficiency in the Services and with reasonable promptness to avoid impacts to the progress of the Project, and provide Geosyntec with approvals and decisions. When the Services include on-site activities, Client shall also correctly identify the location of subsurface structures, such as pipes, tanks, cables, and utilities and notify Geosyntec of any potential hazardous substances or other health and safety hazards or conditions known to Client existing on or near the Project Site. Client shall be responsible for obtaining all necessary permits required to execute the Services and Project work. If included in the Services, Geosyntec will assist Client with permit applications, however all impacts and obligations will be the responsibility of the Client, and Geosyntec shall not be liable for any delays related to obtaining permits, whether caused by the Client, regulatory bodies, or other third parties. In addition, Client agrees to hold Geosyntec harmless from any claim related to or arising from circumstances, acts or omissions in connection with the Project Site which occurred prior to Geosyntec providing any Services under this Agreement.

4. COMPENSATION, INVOICING AND PAYMENT: The method of compensation shall be identified in the Service Order. When the method of compensation is on a time and materials basis, Geosyntec shall submit invoices to Client reflecting the number of hours worked multiplied by the hourly rate reflected in Geosyntec’s rate schedule attached to the Service Order, along with any pre-approved expenses for reimbursement. The rates and rate schedule for projects lasting more than one year may be adjusted annually. The rates are inclusive of all taxes except such value added, sales, service or withholding taxes that are imposed by some jurisdictions, and which shall be explicitly identified. Any such applicable taxes will be added to the invoice and shall be paid by the Client. Geosyntec shall not be liable for taxes imposed outside the U.S., Canada, Australia, Ireland, and the United Kingdom. Where compensation is subject to a “not to exceed” budget such limit shall only apply to the total approved budget. Any amount allocated to a task or milestone may be exceeded without Client authorization as long as the total budget limit is not exceeded. Rates for days of actual testimony at depositions, trials, or hearings will be two times the rate shown on the rate schedule. All costs incurred and time spent by Geosyntec responding to subpoenas related to litigation which Geosyntec is not a named party shall be reimbursable in accordance with Geosyntec’s then current rate schedule.

Geosyntec shall periodically submit invoices to Client and Client shall pay each invoice within thirty (30) days of the date of the invoice. Payment shall not be conditioned upon Client’s receipt of payment from any other parties. No deductions shall be made from Geosyntec’s compensation on account of penalty, liquidated damages or other sums withheld from payments to Client or others, or on account of the cost of changes in the Services. If Client objects to all or any portion of any invoice, Client shall notify Geosyntec in writing of the objection within fifteen (15) calendar days from the date of the invoice, give reasons for the objection, and pay that portion of the invoice not in dispute.

Geosyntec may invoice Client for any expense authorized by the Client exceeding \$5,000 before the expense has been incurred by Geosyntec. Client shall pay the greater of an additional charge of one percent (1%) of the amount of the invoice per month or the maximum percentage allowed by law for any payment received by Geosyntec more than thirty (30) days from the date of the invoice. Payment thereafter shall first be applied to accrued interest and then to the unpaid principal. The additional charge shall not apply to any disputed portion of any invoice resolved in favor of Client. No deductions shall be made from Geosyntec’s compensation on account of penalty, liquidated damages or other sums withheld from payments to Client or others, or on account of the cost of changes in the Services.

In addition to the above, if payment of Geosyntec invoices is not maintained on a thirty (30) day current basis, Geosyntec may, by ten (10) days’ written notice to Client, suspend further performance and withhold any and all deliverables and data from Client until such

8. Voice payments are restored to a current basis. If the Project Site is located in a jurisdiction which requires Geosyntec to pay any subcontractors within a stated period of time, the Client shall make payment to Geosyntec within five (5) days prior to the lapse of such time period.

5. **CHANGES:** In the event services beyond those specified in the Scope of Services are provided by Geosyntec or requested by the Client, the Parties shall negotiate an adjustment to the scope, schedule or fee, and the Service Order shall be equitably adjusted to represent such changes.

6. **RECOGNITION OF RISK:** Client recognizes that services and opinions relating to environmental, geologic, and geotechnical conditions are based on limited data and that actual conditions may vary from those encountered at the times and locations where data are obtained, and that the limited data results in uncertainty with respect to the interpretation of these conditions, despite the use of due professional care. In addition, any estimate of costs prepared by Geosyntec represents judgment as a design professional and is supplied for the general guidance of the Client. Since Geosyntec has no control over the cost of labor and material, or over competitive bidding or market conditions, Geosyntec does not guarantee the accuracy of such estimates as compared to Contractor bids or actual cost to the Client. Accordingly, any estimates, forecasts and predictions provided as part of the Services are presented solely on the basis of the assumptions accompanying the estimates, forecasts and predictions.

7. **STANDARD OF CARE:** Geosyntec shall render its Services in a manner consistent with the level of care and skill ordinarily exercised by other firms rendering the same services under similar circumstances at the time the Services are performed. The representations provided herein are provided expressly in lieu of all other warranties or conditions, express or implied. All statutory or implied warranties and conditions including but not limited to those of merchantability and fitness for a purpose are hereby expressly negated and excluded. Should an error or omission become apparent in the Services during the term of the Agreement or within ninety (90) days following the completion of the Services, Geosyntec's liability shall be limited to the correction of the error or omission shall be contingent upon Geosyntec being notified promptly of the defect.

8. **INDEMNIFICATION:** To the fullest extent permitted by law, the Parties shall indemnify and hold harmless each other (and each of their respective officers, directors, shareholders, partners, employees, and representatives) from and against all claims, demands, causes of actions, suits, based upon or arising from allegations of illness, injuries to persons, destruction of or damage to property, costs, expenses and all reasonable expenses, legal or otherwise, to the extent arising out of the indemnifying Party's negligent acts or omissions. In addition, the Parties shall indemnify, defend, and hold harmless the other party against all loss, cost, expense, royalties, claims for damages or liability in law or in equity, including without limitation, attorney fees, court costs, and other litigation expenses that may at any time arise or be set up for any infringement (or alleged infringement) of any patent, copyright, trade secret, or other proprietary right of any person or entity in consequence of the use by indemnifying Party of any documents or materials.

9. **LIMITATION OF LIABILITY:** To the fullest extent permitted by law, the liability of Geosyntec, its employees, agents, and subcontractors for claims of loss, injury, death, damage, or expense incurred by the Client including without limitation third party claims for contribution and indemnification), arising out of or relating to Services rendered or obligations imposed under this Agreement or any Service Order issued hereunder, shall not exceed in the aggregate the greater of \$100,000 or the amount paid to Geosyntec under the applicable Service Order. The Client shall indemnify and defend Geosyntec against any third-party claims against Geosyntec exceeding the limitation of liability, except to the extent caused by Geosyntec's own negligent acts or omissions. In addition, neither Party shall be entitled to recover consequential damages, including, without limitation, loss of use or loss of profits, from the other Party, their employees, representatives, agents, subsidiaries, affiliates, successors or assigns. The foregoing limitations of liability shall apply regardless of whether the allegation is based on a theory of breach of contract, negligence or other wrongful act, but shall not apply if caused by gross negligence or willful misconduct.

10. **INSURANCE:** Geosyntec shall maintain during the term of this Agreement the following minimum insurance coverage:

- | | | |
|-------|------------------------------------|-------------------------------------|
| (i) | Workers' Compensation | Statutory |
| | Employer's Liability | - \$1,000,000 per occurrence |
| (ii) | Commercial General Liability or | |
| | Public Liability Insurance | - \$1,000,000 per occurrence |
| (iii) | Comprehensive Automobile Liability | - \$2,000,000 combined single limit |
| (iv) | Professional Liability | - \$2,000,000 per claim |

Geosyntec shall provide Client with an insurance certificate upon Client's request.

11. **DISPUTES:** The Parties agree to promptly resolve their differences through good faith negotiations as a condition precedent to filing a formal claim. In the event disputes remain following such good faith negotiations between the Parties, the remaining dispute shall be submitted to a senior representative of each Party who shall have the authority to enter into an agreement to resolve the dispute ("Representative"). The Representatives shall not have been directly involved in the performance of the Subcontracted Services and shall negotiate in good faith. If the Representatives are unable to resolve the dispute within three weeks or within such longer time period as the Representatives may agree, the dispute shall be mediated by an independent third-party agreed to by both parties. Any disputes or portions thereof remaining following mediation shall be determined by remedies at law or equity, as they may be available, subject to the limitations in this Agreement and the venue selection stated in Section 20 below. Any applicable statute of limitations on

8. y claim in any way related to Agreement shall commence to run and alleged cause of action shall be deemed to have accrued no later than the date of either Geosyntec's final invoice or termination of this Agreement by either Party. Both Parties agree that the applicable statute of limitations for any claims in any way related to this Agreement shall be shortened to a period not longer than two years, unless a shorter statute of limitations would otherwise apply.

12. RIGHT OF ENTRY: Client grants to Geosyntec, and, if the Project Site is not owned by Client, will provide that permission for a right of entry from time to time for Geosyntec, its employees, agents, and subcontractors for the purpose of providing the Services. If Geosyntec is required to enter into agreements with third parties to obtain access to property to perform the Services, such agreements must be consistent with the obligations imposed on Geosyntec under this Agreement and the Compensation, Schedule and terms and conditions of this Agreement shall be subject to an equitable adjustment to reflect additional obligations imposed thereunder. If the provisions of any written access agreement between Client and the property owner require the Client's agents, such as Geosyntec, to name the property owner as an additional insured, those provisions shall be incorporated into this Agreement. Client shall indemnify and defend Geosyntec for any liabilities or claims that may result from a right of entry agreement with legal obligations imposed upon Geosyntec greater than those in this Agreement.

13. PROJECT SITE RESPONSIBILITIES: If included in the Services, Geosyntec shall visit the Project Site as needed to complete the Services. Construction Observation responsibilities will occur at appropriate intervals to allow Geosyntec to become generally familiar with the progress, quality of work (contractors' work), to determine if the work is proceeding in general accordance with the contract documents. Visits to the Project Site and observations made by Geosyntec shall not make Geosyntec responsible for, nor relieve the construction contractor(s) of the full responsibility for all construction means, methods, techniques, sequences, and procedures necessary for coordinating and completing all portions of the work under the construction contract(s) and for all safety precautions incidental thereto. Geosyntec shall incur no liability for unforeseen costs and/or claims relating to the Services that arise from Project Site conditions that differ from anticipated conditions, including without limitation for any subsurface conditions or systems and/or utility configurations.

14. HAZARDOUS SUBSTANCES: "Hazardous Substances" shall refer to any hazardous, toxic, or dangerous substance that cannot be introduced back into the environment under existing law without additional treatment. In the event that Geosyntec encounters unanticipated Hazardous Substances, it may suspend work for safety reasons until mutually agreeable arrangements are made, including but not limited to amendments to this Agreement. Solely upon Client's request, Geosyntec may assist Client in identifying options for off-site treatment, storage or disposal of the Hazardous Substances. Geosyntec will not make any independent determination relating to the selection of a treatment, storage, or disposal facility nor subcontract such activities through transporters or others. Client shall sign all necessary manifests for the disposal of Hazardous Substances. In the event Parties mutually agree that Geosyntec will sign manifests, Geosyntec will only sign as agent on behalf of Client, and Geosyntec will not be a generator, transporter, or disposer of the Hazardous Substances. Client shall indemnify, defend, and hold harmless Geosyntec against any claim or loss resulting from such signing and from Geosyntec's handling of Hazardous Substances.

15. CONFIDENTIALITY: Geosyntec will maintain as confidential the provisions of this Agreement and any business information that is not generally known to, and cannot be readily ascertained by others, and which a reasonable person under the circumstances would consider confidential and will not release, distribute, or publish same or Geosyntec's test results to any third party without prior permission from Client, unless required by law, order of a court or regulatory body of competent jurisdiction. Such release will occur only after prior notice to Client.

16. INTELLECTUAL PROPERTY AND USE OF DOCUMENTS: Provided that Geosyntec has been fully paid for the Services, Client shall have a perpetual, non-transferable license and right to use the documents, maps, photographs, drawings, and specifications resulting from Geosyntec's efforts on the Project. Except where necessary to give effect to the foregoing limited license, Geosyntec is not granting Client any license for Geosyntec's patents, patent applications, patent disclosures, inventions and improvements (whether patentable or not), copyrights, copyrightable works (including computer programs), trade secrets, trademarks, service marks, know-how, database rights, or any other form of intellectual property created, developed, or conceived outside the performance of Services. Geosyntec shall have the right to retain copies of all such materials. Work products delivered in electronic form are subject to anomalies, errors, misinterpretation, deterioration, and unauthorized modification, or may be draft or incomplete work products, electronic documents provided by Geosyntec are furnished solely for convenience and only those professional work products in hard-copy format bearing Geosyntec's signature or professional stamp may be relied upon by Client or other recipients approved in writing. Geosyntec may rely upon data provided by Client or other third parties without independent verification unless otherwise provided in the Service Order. If the Services include the use of a GIS database Client acknowledges that any changes to the information contained in the database will result in different results. The Client will be solely responsible for any modifications to the database made by Client.

Geosyntec is performing the Services under this Agreement solely for Client and solely with respect to the Project, and not for any other party or purpose. No party other than Client shall be entitled to rely on any reports or recommendations provided by Geosyntec as part of the Services ("Reports") without Geosyntec's separate written consent, and Geosyntec shall have no liability for the use of any Reports by any party for any purpose other than the Project. Client will indemnify, defend and hold Geosyntec harmless from any claims by third parties arising from the use of any Reports.

17. DELAYS AND FORCE MAJEURE: Geosyntec shall not be responsible for any delays resulting from actions or inactions of the Client or third parties. In the event that Geosyntec field or technical work is interrupted due to causes reasonably outside of its control, Geosyntec's schedule for performance and compensation shall be equitably adjusted (in accordance with Geosyntec's current Rate Schedule) for the additional labor, equipment, time, and other charges associated with maintaining its work force and equipment available during the interruption, and for such similar charges that are incurred by Geosyntec for demobilization and subsequent remobilization.

Except for the foregoing provision, neither Party shall hold the other responsible for damages or delays in performance caused by force majeure, acts of God, or other events beyond the reasonable control of the other Party. Delays within the scope of this Section which cumulatively exceed forty-five (45) days shall, at the option of either Party, make the applicable Service Order subject to termination for convenience or to renegotiation.

18. SUSPENSION/TERMINATION: If a Service Order or Geosyntec's Services are suspended by the Client for more than thirty (30) days, upon resumption of Services the Client shall compensate Geosyntec for expenses incurred as a result of the suspension and resumption of Services and Geosyntec's schedule and fees for the remainder of the Services shall be equitably adjusted. If the Services are suspended for more than ninety days, consecutive or in the aggregate, Geosyntec may terminate the Service Order upon giving not less than five (5) days written notice to the Client.

Either Party can terminate this Agreement for cause if the other commits a material and uncured breach of this Agreement, including untimely payment, or becomes insolvent, has a receiver appointed, or makes a general assignment for the benefit of creditors. Termination for cause shall be effective five (5) calendar days after receipt of a written notice of termination, unless a later date is specified in the notice of termination. The notice of termination for cause shall contain specific reasons for termination, and both Parties shall cooperate in good faith to cure the causes for termination stated in the notice of termination. Termination for cause shall not be effective if reasonable action to cure the breach has been taken before the effective date of the termination. Client shall pay Geosyntec client shall have the right to terminate this agreement upon thirty (30) days prior written notice upon invoice for services performed and charges actually incurred prior to suspension or termination, plus suspension and termination charges. Termination charges shall include, without limitation, the putting of Project documents and analyses in order and all other related charges incurred which are directly attributable to termination. In the event of termination for cause, the Parties shall have their remedies at law as to other rights and obligations between them, subject to the other terms and conditions of this Agreement.

19. ASSIGNMENT AND THIRD PARTY RIGHTS: Neither Party to this Agreement shall assign its duties and obligations hereunder without the prior written consent of the other Party. This Agreement shall not create any rights or benefits to Parties other than Client and Geosyntec.

20. VALIDITY AND SEVERABILITY: The provisions of this Agreement shall be enforced to the fullest extent permitted by law. If any provision of this Agreement is found to be invalid or unenforceable, the provision shall be construed and applied in a way that comes as close as possible to expressing the intention of the Parties with regard to the provisions and that saves the validity and enforceability of the provision. In the event that any provision or portion of this Agreement is held to be unenforceable or invalid the remaining provisions or portions shall remain in full force and effect.

21. GOVERNING LAW AND VENUE: This Agreement and all disputes related to it shall be governed and construed by the laws of the State of Washington without giving effect to any choice or conflict of law provision or rule that would cause the laws of any other jurisdiction to apply. Any disputes, controversies, or claims related to this Agreement shall be heard in the state or federal courts located in Washington. The Parties to this Agreement waive any objection to the jurisdiction of these courts, whether based on convenience or otherwise.

22. INTEGRATED WRITING: This Agreement constitutes a final and complete repository of the agreements between Client and Geosyntec. It supersedes all prior or contemporaneous communications, representations, or agreements, whether oral or written, relating to the subject matter of this Agreement. Modifications to the terms and conditions of this Agreement shall not be binding unless made in writing and agreed to by both Parties. Any written authorization or notice to proceed given by the Client to Geosyntec regarding Services shall be incorporated into the relevant Service Order and shall have the effect of attaching this Agreement to the authorized Services.

23. NOTICES, SIGNATURES AND AUTHORIZED REPRESENTATIVES: The signatories of this Agreement and/or the authorization to proceed are the authorized representatives of Client and Geosyntec for the execution of this Agreement. Each Service Order shall set forth the name and address of the respective authorized representatives of the Parties for the administration of that Service Order. Any information or notices required or permitted under this Agreement or any Service Order shall be deemed to have been sufficiently given if in writing and delivered to the authorized representative identified in the applicable Service Order. Notice given by mail may also be transmitted electronically at the time of mailing.



2024 U.S. RATE SCHEDULE
(All Values are in \$USD)

	<u>Rate/Hour</u>
Staff Professional	\$150
Senior Staff Professional	\$170
Professional	\$195
Project Professional	\$220
Senior Professional	\$255
Principal	\$285
Senior Principal	\$315
Technician I	\$ 85
Technician II	\$ 95
Senior Technician I	\$100
Senior Technician II	\$110
Site Manager I	\$125
Site Manager II	\$135
Construction Manager I	\$145
Construction Manager II	\$155
Senior Designer	\$200
Designer	\$165
Senior Drafter/Senior CADD Operator	\$155
Drafter/CADD Operator/Artist	\$135
Senior Technical Editor	\$170
Technical Editor	\$150
Project Administrator	\$100
Clerical	\$ 75
Direct Expenses	Cost plus 15%
Subcontract Services	Cost plus 15%
Specialized Computer Applications (per hour)	\$ 15
Personal Automobile (per mile)	Current Gov't Rate Plus 15%
Photocopies (per page)	\$.09

Rates are provided on a confidential basis and are client and project specific.
Unless otherwise agreed, rates will be adjusted annually based on a minimum of the Producer Price Index
for Engineering Services.

Rates for field equipment, health and safety equipment, and graphical supplies presented upon request.
Construction management fee presented upon request.

File Attachments for Item:

9. MOU with Thurston County CDBG

Recommended Action: Motion to approve MOU with Thurston County CDBG

**MEMORANDUM OF UNDERSTANDING for Governance, Decision Making and
Administration of the Community Development Block Grant Program**

This memorandum of understanding (MOU) is entered into five originals between Thurston County (hereinafter the "County"), a political subdivision of the State of Washington, and the cities of Yelm, Rainier, Tenino and town of Bucoda (hereinafter the "Cities"), municipal corporations within Thurston County, (hereinafter the "parties") for purposes of defining a governance, decision making and administrative structure to manage the Community Development Block Grant (hereinafter the "CDBG") entitlement funding. These CDBG funds are referenced in the Interlocal Cooperation Agreement (Agreement) between the County and the Cities to participate and receive funds under the federal CDBG entitlement program.

WHEREAS, the County and the Cities have agreed to pursue funding from the Department of Housing and Urban Development (HUD) for CDBG;

WHEREAS, the County and the Cities recognize the need to create a governance/administrative structure to manage CDBG funding in a fair and equitable way with particular attention paid to meeting both urban and rural needs;

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

- I. The County shall be the administrator of the CDBG Entitlement Program in accordance with the provisions of the Agreement referenced above.
- II. The County agrees that in every odd year it will commit and pledge CDBG funds for eligible projects within south Thurston County communities, including the Cities that are party to this MOU, with the Cities representing their respective jurisdictions and the County representing the interests of unincorporated County residents and communities.
- III. Proposed projects will be solicited through a Request for Proposals process, administered by the County. Decisions shall be made by a committee consisting of an equal number of representatives from each of the five parties to this MOU. If no such projects are proposed or approved, the County may elect to fund eligible projects elsewhere in Thurston County. If no projects are proposed in any year in which awards are not scheduled for commitment in the south Thurston County communities, the parties to this MOU may apply for use of those CDBG funds for eligible projects in their respective jurisdictions.
- III. This MOU creates no separate legal entity.
- IV. Prior to its entry into force, this Memorandum of Understanding shall be filed with the Thurston County Auditor's Office or posted upon the websites of the County and Cities as provided by RCW 39.34.040.
- V. This Memorandum of Understanding shall be governed by the laws of the State of Washington as to interpretation and performance. The parties agree that venue for enforcement of any provisions shall be the Superior Court of Thurston County.
- VI. This Memorandum of Understanding shall be effective upon the signature by the last of

Memorandum of Understanding with City of Yelm, City of Rainier, City of Tenino, Town of Bucoda and Thurston County

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the parties hereto.

IN WITNESS WHEREOF, the parties hereto have caused this Memorandum of Understanding to be executed by the dates and signature herein under affixed. The persons signing this MOU on behalf of the parties represent that each has authority to execute this MOU on behalf of the party entering into this MOU.

Thurston County

Town of Bucoda

Tye Menser, Chair of the Board

Callie Carpenter, Mayor

Date: _____

Date: _____

Approved as to form:

Approved as to form:



Deputy Prosecuting Attorney

Attorney

City of Rainier

City of Yelm

Robert Shaw, Mayor

Joe DePinto, Mayor

Date: _____

Date: _____

Approved as to form:

Approved as to form:

City Attorney

City Attorney

City of Tenino

Dave Watterson, Mayor

Date: _____

Approved as to form:

City Attorney

File Attachments for Item:

10. Resolution 2024-05 Grant Applicant Authorization

This resolution authorizes the person(s) identified below (in Section 2) to act as the authorized representative/agent on behalf of our organization and to legally bind our organization with respect to the above Project(s) for which we seek grant funding assistance managed through the Recreation and Conservation Office.

Recommended Action: Motion to approve Resolution 2024-05



Applicant Resolution/Authorization

Organization Name (sponsor) City of Tenino

Resolution No. or Document Name 2024-05

Project(s) Number(s), and Name(s) COAF, YAF, WWRP LP

This resolution/authorization authorizes the person(s) identified below (in Section 2) to act as the authorized representative/agent on behalf of our organization and to legally bind our organization with respect to the above Project(s) for which we seek grant funding assistance managed through the Recreation and Conservation Office (Office).

WHEREAS, grant assistance is requested by our organization to aid in financing the cost of the Project(s) referenced above;

NOW, THEREFORE, BE IT RESOLVED that:

1. Our organization has applied for or intends to apply for funding assistance managed by the Office for the above "Project(s)."
2. Our organization authorizes the following persons or persons holding specified titles/positions (and subsequent holders of those titles/positions) to execute the following documents binding our organization on the above projects:

Grant Document	Name of Signatory or Title of Person Authorized to Sign
Grant application (submission thereof)	Dave Watterson, Mayor of Tenino
Project contact (day-to-day administering of the grant and communicating with the RCO)	Jessica Reeves-Rush, PARC Specialist
RCO Grant Agreement (Agreement)	Dave Watterson, Mayor of Tenino
Agreement amendments	Dave Watterson, Mayor of Tenino
Authorizing property and real estate documents (Notice of Grant, Deed of Right or Assignment of Rights if applicable). These are items that are typical recorded on the property with the county.	Dave Watterson, Mayor of Tenino

The above persons are considered an "authorized representative(s)/agent(s)" for purposes of the documents indicated. Our organization shall comply with a request from the RCO to provide documentation of persons who may be authorized to execute documents related to the grant.

3. Our organization has reviewed the sample RCO Grant Agreement on the Recreation and Conservation Office's WEB SITE at: <https://rco.wa.gov/wp-content/uploads/2019/06/SampleProjAgreement.pdf>. We understand and acknowledge that if offered an agreement to sign in the future, it will contain an indemnification and legal venue stipulation and other terms and conditions substantially in the form contained in the sample Agreement and that such terms and conditions of any signed Agreement shall be legally binding on the sponsor if our representative/agent enters into an Agreement on our behalf. The Office reserves the right to revise the Agreement prior to execution.
4. Our organization acknowledges and warrants, after conferring with its legal counsel, that its authorized representative(s)/agent(s) have full legal authority to act and sign on behalf of the organization for their assigned role/document.
5. Grant assistance is contingent on a signed Agreement. Entering into any Agreement with the Office is purely voluntary on our part.
6. Our organization understands that grant policies and requirements vary depending on the grant program applied to, the grant program and source of funding in the Agreement, the characteristics of the project, and the characteristics of our organization.
7. Our organization further understands that prior to our authorized representative(s)/agent(s) executing any of the documents listed above, the RCO may make revisions to its sample Agreement and that such revisions could include the indemnification and the legal venue stipulation. Our organization accepts the legal obligation that we shall, prior to execution of the Agreement(s), confer with our authorized representative(s)/agent(s) as to any revisions to the project Agreement from that of the sample Agreement. We also acknowledge and accept that if our authorized representative(s)/agent(s) executes the Agreement(s) with any such revisions, all terms and conditions of the executed Agreement shall be conclusively deemed to be executed with our authorization.
8. Any grant assistance received will be used for only direct eligible and allowable costs that are reasonable and necessary to implement the project(s) referenced above.
9. [for Recreation and Conservation Funding Board Grant Programs Only] If match is required for the grant, we understand our organization must certify the availability of match at least one month before funding approval. In addition, our organization understands it is responsible for supporting all non-cash matching share commitments to this project should they not materialize.
10. Our organization acknowledges that if it receives grant funds managed by the Office, the Office will pay us on only a reimbursement basis. We understand reimbursement basis means that we will only request payment from the Office after we incur grant eligible and allowable costs and pay them. The Office may also determine an amount of retainage and hold that amount until all project deliverables, grant reports, or other responsibilities are complete.
11. **[for Acquisition Projects Only]** Our organization acknowledges that any property acquired with grant assistance must be dedicated for the purposes of the grant in perpetuity unless otherwise agreed to in writing by our organization and the Office. We agree to dedicate the property in a signed "Deed of Right" for fee acquisitions, or an "Assignment of Rights" for other than fee acquisitions (which documents will be based upon the Office's standard versions of those documents), to be recorded on the title of the property with the county auditor. Our organization acknowledges that any property

acquired in fee title must be immediately made available to the public unless otherwise provided for in policy, the Agreement, or authorized in writing by the Office Director.

- 12. **[for Development, Renovation, Enhancement, and Restoration Projects Only–If our organization owns the project property]** Our organization acknowledges that any property owned by our organization that is developed, renovated, enhanced, or restored with grant assistance must be dedicated for the purpose of the grant in perpetuity unless otherwise allowed by grant program policy, or Office in writing and per the Agreement or an amendment thereto.
- 13. **[for Development, Renovation, Enhancement, and Restoration Projects Only–If your organization DOES NOT own the property]** Our organization acknowledges that any property not owned by our organization that is developed, renovated, enhanced, or restored with grant assistance must be dedicated for the purpose of the grant as required by grant program policies unless otherwise provided for per the Agreement or an amendment thereto.
- 14. **[Only for Projects located in Water Resources Inventory Areas 1-19 that are applying for funds from the Critical Habitat, Natural Areas, State Lands Restoration and Enhancement, Riparian Protection, or Urban Wildlife Habitat grant categories; Aquatic Lands Enhancement Account; or the Puget Sound Acquisition and Restoration program, or a Salmon Recovery Funding Board approved grant]** Our organization certifies the following: the Project does not conflict with the Puget Sound Action Agenda developed by the Puget Sound Partnership under RCW 90.71.310.
- 15. This resolution/authorization is deemed to be part of the formal grant application to the Office.
- 16. Our organization warrants and certifies that this resolution/authorization was properly and lawfully adopted following the requirements of our organization and applicable laws and policies and that our organization has full legal authority to commit our organization to the warranties, certifications, promises and obligations set forth herein.

This resolution/authorization is signed and approved on behalf of the resolving body of our organization by the following authorized member(s):

Signed _____

Title _____ Date _____

On File at: _____

This Applicant Resolution/Authorization was adopted by our organization during the meeting held: (Local Governments and Nonprofit Organizations Only):

Location: _____ Date: _____

Washington State Attorney General's Office

Approved as to form *Bruce Tallen* 2/13/2020
Assistant Attorney General *Date*

You may reproduce the above language in your own format; however, text may not change.