

City of Tenino

149 Hodgen Street South
Tenino, WA 98589

City Council Meeting
Tuesday, August 27, 2024 at 6:30 PM

Agenda

WORK SESSION

1. 6:30 pm Review of 8/27/2024 Council Agenda
2. Council Priorities
New City Attorney
Tenino School Dist. Survey
Hidden Meadow Property
3. Discussion of 9/10/2024 Council Draft Agenda

CALL TO ORDER

4. Flag Salute

AGENDA APPROVAL

5. Agenda for the Regular Meeting of the 8/27/24.
Recommended Action: Motion to approve the agenda as presented.

APPROVAL OF MINUTES

6. Meeting Minutes for 8/13/2024
Recommended Action: Motion to approve 8/13/2024 meeting minutes as presented.

CONSENT CALENDAR

7. Consent Calendar August 14, 2024 through August 27, 2024 consisting of
Payroll Checks 32615/32616 & EFT's in the amount of \$54,593.39
Claims checks #32617 through #32652 in the amount of \$284,186.33
for a grand total of \$339,186.33
Liquor Cannabis License: None
Recommended Action: Move to approve the consent calendar as presented.

EXECUTIVE SESSION

PRESENTATIONS

8. Wolf Haven International Capital Campaign

Recommended Action: None, Presentation and discussion Only.

PUBLIC COMMENTS

PUBLIC HEARING

PROCLAMATIONS

- [9.](#) Gold Star City Proclamation

Recommended Action: Motion to approve Proclamation for Gold Star City.

OLD BUSINESS

NEW BUSINESS

- [10.](#) Thurston County ILA for EV Charging Grant

Recommended Action: Motion to approve Thurston County ILA for EV Charging Grant

- [11.](#) City Attorney Agreement

Recommended Action: Motion to approve Agreement with Attorney Brent Dillie.

- [12.](#) Verizon Lease Amendment

Recommended Action: Motion to approve Lease amendment with Verizon.

RESOLUTIONS

ORDINANCES

REPORTS

13. Outside Agency

- 1) Chamber of Commerce
- 2) Economic Development Council (EDC)
- 3) South Thurston Economic Development Initiative (STEDI)
- 4) ARCH Commission
- 5) Experience Olympia & Beyond (VCB)
- 6) Timberland Regional Library

14. Committees/Commissions

- 1) Civil Service Commission

2) Façade Improvement Grant Review Committee

3) Finance Committee

4) Planning Commission

5) Public Safety Committee

6) Public Works Committee

15. Staff

1) Chief of Police

2) Director of Public Works

3) Code Enforcement/Building Inspector

4) PARC Specialist

5) Clerk/Treasurer

6) Mayor

16. Liaisons

1) Bucoda/Tenino Healthy Action Team (BTHAT)

2) Solid Waste Advisory Board

3) TCOMM/911

4) Tenino School Board

5) Thurston Regional Planning Council (TRPC)

6) Transportation Policy Board

7) Thurston County Commissioner's Office

8) Legislature

PUBLIC COMMENTS 2

ANNOUNCEMENTS

ADJOURNMENT

File Attachments for Item:

6. Meeting Minutes for 8/13/2024

Recommended Action: Motion to approve 8/13/2024 meeting minutes as presented.

City Council Meeting Tuesday, August 13, 2024

Minutes

WORK SESSION

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

PRESENT

Councilmember Linda Gotovac

Councilmember Elaine Klamn

Councilmember John O'Callahan

Councilmember Jason Lawton

Councilmember Jeff Eisel.

1. 6:30 pm Review of 8/13/2024 Council Agenda

Council reviewed tonight's agenda.

2. Council Priorities

Second August meeting cancelation?

Committee/Commission Appointments

City Property Appraisals

City Attorney

Discussion only

3. Discussion of 8/27/2024 Council Draft Agenda

Discussion only

CALL TO ORDER

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

PRESENT

Councilmember Linda Gotovac

Councilmember Elaine Klamn

Councilmember John O'Callahan

Councilmember Jason Lawton

Councilmember Jeff Eisel.

4. Flag Salute

Council O'Callahan led the flag salute.

AGENDA APPROVAL

5. Agenda for the Regular Meeting of the 8/13/24.

Recommended Action: Motion to approve the agenda as presented.

Motion made by Councilmember O'Callahan to amend the agenda to include under new business: EDC HVAV ownership, Seconded by Councilmember Lawton.

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

Motion passes 5/0.

APPROVAL OF MINUTES

6. Meeting Minutes for 7/23/2024

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

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

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

Motion passes 5/0.

CONSENT CALENDAR

7. Consent Calendar July 24, 2024 through August 13, 2024 consisting of

Payroll Checks 32564/32565 & EFT's in the amount of \$126,079.22

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

for a grand total of \$403,534.31

Liquor Cannabis License: Pizza Mia

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

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

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

Motion passes 5/0.

EXECUTIVE SESSION

None

PRESENTATIONS

8. Mayor Recognition Plaque

Presented by Council Member Linda Gotovac

Recommended Action: None, Presentation Only

Councilmember Gotovac presented the past Mayor's recognition plaque to Wayne Fournier and the City to hang in the council chambers.

PUBLIC COMMENTS

Jen Scharber C/T: Thanked District 4 Commissioner Fournier in helping to procure the stop signs for the bike trail at the end of Park Ave W.

PUBLIC HEARING

None

PROCLAMATIONS

None

OLD BUSINESS

9. Verizon Cell Tower Lease

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

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

Discussion ensued regarding changing the term of 5 year change for increase in fee to a 2 year term. To contact Verizon and bring back to council.

All Councilmembers vote yea.

Motion passes 5/0 to bring back.

NEW BUSINESS

10. Electrification & Appliance Rebates program agreement

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

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

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

Motion passes 5/0.

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

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

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

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

Motion passes 5/0.

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

Recommended Action: Motion to approve CDBG ILA

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

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

Motion passes 5/0.

EDC HVAC Ownership: Approve Mayor Watterson to sign the agreement after approval of the City Attorney and not bring back to Council.

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

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

Motion passes 5/0.

RESOLUTIONS

None

ORDINANCES

None

REPORTS

13. Outside Agency

1) Chamber of Commerce

2) Economic Development Council (EDC)

3) South Thurston Economic Development Initiative (STEDI)

4) ARCH Commission

5) Experience Olympia & Beyond (VCB)**6) Timberland Regional Library**

1) Chamber of Commerce: Cheryl, President of the Chamber reported they will be holding a wrap up meeting regarding OTD and will provide a report to the City and Council. She also thanked the City and Public Works Crew for their help during the weekend, the Chamber could not do it without them. George Sharp put out a questionnaire and has received 90 responses so far. They had a lot of changes this year with positive comments.

2) Economic Development Council (EDC):

3) South Thurston Economic Development Initiative (STEDI): The next meeting is 8/16 at the Bucoda Council Chamber's.

6) Timberland Regional Library: Linda reported the various programs being held. Reptile Man will be in the park on 8/27/24 at 11:00 am. She will not be reporting for the next 2 months due to medical reasons.

14. Committees/Commissions**1) Civil Service Commission****2) Façade Improvement Grant Review Committee****3) Finance Committee****4) Planning Commission****5) Public Safety Committee****6) Public Works Committee**

2) Façade Improvement Grant Review Committee: The committee approved KC Rutledge to apply for the middle building seperately.

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

1) Chief of Police: Sgt Lee reported they have signed a new ILA with the TCSO and the Tenino School District. They have had some issues with squatters in the park as well as on the railroad tracks with fires being started. Councilmember Eisel questioned as to the new ordinance next

year for less time to camp to hopefully rectify the problems. Councilmember Klamn questioned the semi's that drive down McClellan St and how to possibly enforce this.

2) Director of Public Works: C/T Scharber reported for PW stating the Motorcycle Swap Meet this weekend as well as the Quarryman's Car Show. They plan to start the work on Park Ave on 8/23 and plan to be done by 8/29/24.

5) Clerk/Treasurer: C/T Scharber reported they held a Finance Meeting last week. The call for Budget has been sent to all department heads. The State Auditor's Ofc should have our audit and report completed by 9/30/24. The TIB grant for Old Hwy 99 was submitted. The Library mural should start to go up 8/29/24. The Ballfield Mural ended in a tie so it was put to the public for input and they are still working on that. The Arts WA grant received for the statue in the park is now complete with lighting around the trail and the Artist that donated it to the City is very pleased with the finished product. She has been working with the PD on the loss prevention grant and more cameras to be installed at the pool soon.

6) Mayor: Mayor Watterson stated he has been on vacation and really nothing new to report.

16. Liaisons

1) Bucoda/Tenino Healthy Action Team (BTHAT)

2) Solid Waste Advisory Board

3) TCOMM/911

4) Tenino School Board

5) Thurston Regional Planning Council (TRPC)

6) Transportation Policy Board

7) Thurston County Commissioner's Office

8) Legislature

1) Bucoda/Tenino Healthy Action Team (BTHAT)

2) Solid Waste Advisory Board: Councilmember Klamn reported they now have an Organic Waste Team of 6 members. The Dept of Ecology have ended the grace period for restaurants to continue to use their styro foam containers.

5) Thurston Regional Planning Council (TRPC): Councilmember O'Callahan reported they are not having a meeting this month, however, he is still going in to sign their vouchers.

7) Thurston County Commissioner's Office: Commissioner Fournier reported he pushed hard for the City to receive the grant for the new EV station to be constructed and will continue to push for the City.

PUBLIC COMMENTS 2

None

ANNOUNCEMENTS

First Responder's BBQ is again planned for this year on 9/14/24 to be held at the Tenino Elementary School.

ADJOURNMENT

Mayor Watterson adjourned the meeting at 8:23 pm.

File Attachments for Item:

7. Consent Calendar August 14, 2024 through August 27, 2024 consisting of Payroll Checks 32615/32616 & EFT's in the amount of \$54,593.39

Claims checks #32617 through #32652 in the amount of \$284,186.33

for a grand total of \$339,186.33

Liquor Cannabis License: None

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

Consent Calendar August 13, 2024 through August 27, 2024 consisting of:

- **Payroll Checks 32615/32616 & EFT's in the amount of \$54,593.39**
- **Claims Checks #32617 through #32652 and EFT's in the amount of \$284,592.94.**

for a grand total of \$339,186.33

a) Liquor & Cannabis License:

CHECK REGISTER

City Of Tenino

Time: 14:44:10 Date: 08/27/2024

08/14/2024 To: 08/27/2024

Page: 2

Trans	Date	Type	Acct #	Chk #	Claimant	Amount	Memo
3507	08/27/2024	Claims	5	32644	Thurston Co Env Health	64.00	
3508	08/27/2024	Claims	5	32645	Thurston Co Treasurer	7.45	
3509	08/27/2024	Claims	5	32646	Travers Electric	48,131.50	
3510	08/27/2024	Claims	5	32647	Voyager Fleet System	2,448.21	
3511	08/27/2024	Claims	5	32648	WA State Dept Of Ecology	2,734.00	
3512	08/27/2024	Claims	5	32649	WA State Treasurer	675.72	
3513	08/27/2024	Claims	5	32650	Wells Fargo Vendor Fin Serv	469.36	
3514	08/27/2024	Claims	5	32651	Wilson Parts Corporation	24.06	
3520	08/27/2024	Claims	5	32652	The Artisan Acorn	2,500.00	

001 General Government Fund #001	43,641.36
002 Quarry Pool Fund #002	6,905.30
101 City Street Fund #101	1,539.62
310 Municipal Capital Imp Fund 310	233,581.14
401 Water Fund	6,507.61
402 Water Capital Imp Fund	93.13
410 Sewer Fund	29,304.03
421 Sewer Capital Improvement Fund	17,614.14
<hr/>	
* Transaction Has Mixed Revenue And Expense Accounts	339,186.33
	Claims: 284,592.94
	Payroll: 54,593.39

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 _____ 2024.

 Clerk/Treasurer

 Mayor

 Councilmember

 Councilmember

 Councilmember

 Councilmember

 Councilmember

CHECK REGISTER

City Of Tenino

Time: 14:44:10 Date: 08/27/2024

08/14/2024 To: 08/27/2024

Page: 1

Trans	Date	Type	Acct #	Chk #	Claimant	Amount	Memo
3361	08/20/2024	Payroll	5	EFT	Robert A Auderer	2,793.52	
3362	08/20/2024	Payroll	5	EFT	Veronica A Barnes	2,121.09	
3363	08/20/2024	Payroll	5	EFT	Troy LK Cannon	2,970.41	
3364	08/20/2024	Payroll	5	EFT	Rene Durand	2,230.42	
3365	08/20/2024	Payroll	5	EFT	Brent L Gibbs	2,549.00	
3366	08/20/2024	Payroll	5	EFT	Chloe C Henry	173.03	
3367	08/20/2024	Payroll	5	EFT	Drew Johnson	2,585.14	
3369	08/20/2024	Payroll	5	EFT	Aaron Lee	2,553.18	
3370	08/20/2024	Payroll	5	EFT	Patrick H Maguire	2,018.72	
3371	08/20/2024	Payroll	5	EFT	Randall Marti	727.32	
3372	08/20/2024	Payroll	5	EFT	Alec C McClelland	3,220.47	
3374	08/20/2024	Payroll	5	EFT	Kylie (Tobias) Mumma	327.24	
3375	08/20/2024	Payroll	5	EFT	Cole Plaja	2,214.70	
3376	08/20/2024	Payroll	5	EFT	Jason M Plaja	2,506.27	
3377	08/20/2024	Payroll	5	EFT	Piper Quarnstrom	606.76	
3378	08/20/2024	Payroll	5	EFT	Jessica Reeves-Rush	1,612.56	
3379	08/20/2024	Payroll	5	EFT	Maria Rodriguez	1,982.64	
3380	08/20/2024	Payroll	5	EFT	Jennifer N Scharber	2,715.81	
3381	08/20/2024	Payroll	5	EFT	Madison N Scharber	690.47	
3382	08/20/2024	Payroll	5	EFT	Courtney N Sheldon	1,598.63	
3383	08/20/2024	Payroll	5	EFT	Christine Vermeer	941.91	
3384	08/20/2024	Payroll	5	EFT	Ronin Wachter-Parent	496.50	
3391	08/20/2024	Payroll	5	EFT	Timberland Bank	13,780.87	941 Deposit for Pay Cycle(s) 08/20/2024 - 08/20/2024
3368	08/20/2024	Payroll	5	32615	Ross H Kershaw	372.38	
3373	08/20/2024	Payroll	5	32616	Angelina Molinar	804.35	
3480	08/27/2024	Claims	5	32617	ALS Group USA, Corp	8,165.00	
3481	08/27/2024	Claims	5	32618	Access Security	8,279.87	
3482	08/27/2024	Claims	5	32619	Kathryn Akeah	150.00	
3483	08/27/2024	Claims	5	32620	Chehalis Tribal Jail	170.00	
3484	08/27/2024	Claims	5	32621	Chase Cook	300.00	
3485	08/27/2024	Claims	5	32622	Correct Equipment	5,623.10	
3486	08/27/2024	Claims	5	32623	Sarah Coughlin	36.00	
3487	08/27/2024	Claims	5	32624	Day Wireless Systems	2,242.39	
3488	08/27/2024	Claims	5	32625	ERA	184.02	
3489	08/27/2024	Claims	5	32626	Evergreen Chapter Of AMCA	500.00	
3490	08/27/2024	Claims	5	32627	Vicki Gubbe	75.00	
3491	08/27/2024	Claims	5	32628	H D Fowler Co	18,711.42	
3492	08/27/2024	Claims	5	32629	Dawn Ikari	150.00	
3493	08/27/2024	Claims	5	32630	J.A. Morris Construction, LLC.	104,807.33	
3494	08/27/2024	Claims	5	32631	Joe Enbody	2,900.00	
3495	08/27/2024	Claims	5	32632	Larch Mountain Little League	500.00	
3496	08/27/2024	Claims	5	32633	Lewis County Chemical	597.03	
3497	08/27/2024	Claims	5	32634	Mountain Mist Water	76.62	
3498	08/27/2024	Claims	5	32635	Northstar Chemical, Inc	1,241.88	
3499	08/27/2024	Claims	5	32636	Orca Pacific Inc.	41,320.00	
3500	08/27/2024	Claims	5	32637	Parr Lumber Company	93.13	
3501	08/27/2024	Claims	5	32638	Natasha Pratt	150.00	
3502	08/27/2024	Claims	5	32639	Puget Sound Energy	4,742.44	
3503	08/27/2024	Claims	5	32640	Quill	148.36	
3504	08/27/2024	Claims	5	32641	Robert W. Droll, Landscape Architect PS	11,780.00	
3505	08/27/2024	Claims	5	32642	Ashley Taylor	75.00	
3506	08/27/2024	Claims	5	32643	Thoren Electric, LLC	14,520.05	

File Attachments for Item:

9. Gold Star City Proclamation

Recommended Action: Motion to approve Proclamation for Gold Star City.

By the City of Tenino

A Proclamation

Gold Star Families City

Whereas, The City of Tenino recognizes and honors the immeasurable sacrifices made by the families of fallen service members, known as Gold Star Families, who have lost a loved one while on Active Duty or in the battle at home, whether due to combat, training accidents, or other service-related causes; and

Whereas, the sacrifices of Gold Star Families and a testament to the profound dedication, bravery, and patriotism exhibited by their fallen heroes in service to our nation; and

Whereas, it is imperative to honor and support Gold Star Families, who endure the immense grief and loss of their loved ones while upholding the values of sacrifice, resilience, and strength. And

Whereas, the City of Tenino is committed to expressing its gratitude, respect, and unwavering support for Gold Star Families, ensuring that their sacrifices are never forgotten, and their loved ones’ legacies are honored and cherished; and

Whereas, designating City of Tenino as a Gold Star City serves as a visible symbol of our communities enduring commitment to honoring the memory of fallen service members and supporting their families in their time of need;

Now therefore, the Tenino City Council do hereby proclaim that City of Tenino us hereby designated as a Gold Star Families City. We pledge to honor the sacrifices of Gold Star Families, to support them in their time of need, and ensure that the memory of their loved ones lives on in our hearts and in the fabric of our community.

SIGNED IN THE CITY OF TENINO WASHINGTON, THIS 13th DAY OF August 2024.

Dave Watterson, Mayor

Linda K. Gotovac, Council Member

Elaine Klamn, Council Member

John O’Callahan, Council Member

Jason Lawton, Council Member

Jeff Eisel, Council Member

File Attachments for Item:

10. Thurston County ILA for EV Charging Grant

Recommended Action: Motion to approve Thurston County ILA for EV Charging Grant

Agenda Date: 07/30/2024

Item Title:

Interlocal Agreement with the City of Tenino to procure and install Electric Vehicle Supply Equipment at the SW WA Agricultural Business & Innovation Park.

Action Needed: Execute Contract

Class of Item: Department

List of Exhibits:

Interlocal Agreement

Recommended Action:

Move to approve the Interlocal Agreement between Thurston County and City of Tenino to provide state grant funding of \$367,343 for the City of Tenino to procure and install Electric Vehicle Supply Equipment at the Southwest Washington Agricultural Business & Innovation Park.

Item Description:

Thurston County was awarded a grant through the WA State Department of Commerce's Clean Energy Fund Electrification of Transportation Systems program to install two DC fast charging stations and two dual Level 2 charging stations at the Southwest Washington Agricultural Business & Innovation Park in Tenino. This project is a public-private partnership among Thurston County, City of Tenino, Thurston Economic Development Council (EDC) and other partners. Thurston County will manage the grant and execute this Interlocal Agreement with the City of Tenino to implement the project. EDC will contribute matching funds of \$40,000 to prepare the site and construct the infrastructure needed to power the EV charging stations.

Per the Interlocal Agreement, Tenino will be responsible for executing the project in compliance with all terms and conditions in the Grant Agreement between WA Department of Commerce and Thurston County. Tenino will use a competitive procurement process to select a contractor to purchase and install two DC Fast Chargers and two dual-port AC Level 2 Charging Stations that meet the equipment qualifications defined by the grant program. Tenino will submit invoices and reports to Thurston County, and meet regularly with County staff during project implementation, as described in the Monitoring Plan (Exhibit C). The County will reimburse Tenino upon receipt of funds from Commerce.



**THURSTON GOVERNMENT
BOARD OF COUNTY COMMISSIONERS
3000 PACIFIC AVE SE, STE. 200
OLYMPIA WA 98501**

INTERLOCAL AGREEMENT

This Agreement is between **THURSTON COUNTY**, a municipal corporation, with its principal offices at 3000 Pacific Ave SE, Olympia, Washington 98501, hereinafter "**COUNTY**," and the **CITY OF TENINO**, a municipal corporation, with its principal offices at 149 Hodgden St S, Tenino, Washington 98589, hereinafter "**TENINO**," collectively referred to as "Parties" and individually as "Party."

Pursuant to RCW 39.34, each party is authorized to contract with any one or more other public agencies to perform any governmental service, activity, or undertaking which each public agency entering into the contract is authorized by law to perform; provided, that such contract is authorized by the governing body of each party.

The Parties agree as follows:

1. PURPOSE

The purpose of this Agreement is to provide funding for the City of Tenino to procure and install Electric Vehicle Supply Equipment (EVSE) at the Southwest Washington Agricultural Business & Innovation Park in Tenino.

2. DURATION OF AGREEMENT

The term of this Agreement shall begin on the date last executed below through **December 31, 2025**, unless renewed or terminated sooner as provided herein. TENINO shall complete all work required by this Agreement no later than the termination date above.

3. ROLES

A. Services Provided by TENINO:

TENINO will be responsible for executing the Project in compliance with all terms and conditions in the Grant Agreement, attached as EXHIBIT A.

TENINO will complete the Project according to the Scope of Work and Budget, defined in Attachments A and B of EXHIBIT A, Grant Agreement (attached and incorporated herein).

TENINO shall comply with all laws governing municipal contracting for services of the type sought.

TENINO shall be responsible to monitor the actions of the Contractor(s), and if Contractor fails to comply with an applicable term or condition of their contract, TENINO shall take appropriate actions to ensure Contractor(s) complies with the fiscal conditions of the contract.

TENINO shall provide insurance documentation to COUNTY as described in EXHIBIT A (Program Specific Terms and Conditions, Section 2, Insurance).

TENINO shall document that that all equipment purchased and installed for the Project meets the Project and Equipment Qualifications defined in EXHIBIT B.

TENINO shall submit invoices to COUNTY as described in Exhibit C, Section 2, Invoicing.

TENINO shall submit quarterly reports to COUNTY describing work performed and progress of the Project, according to the schedule and format described in EXHIBIT C.

B. Services Provided by COUNTY:

As the Grantee, COUNTY is responsible for complying with all Department of Commerce ("Commerce") grant requirements as defined in the Grant Agreement, attached as EXHIBIT A.

COUNTY will reimburse TENINO upon receipt of funds from Commerce. Payment to TENINO shall be considered timely if made by COUNTY within forty-five (45) business days after receipt of properly completed invoices from TENINO.

COUNTY will perform monitoring activities as outlined in the Monitoring Plan, attached as EXHIBIT C.

4. COMPLIANCE WITH LEGAL REQUIREMENTS

Each party accepts responsibility for compliance with federal, state or local laws and regulations, including bidding requirements applicable to its acquisition of goods and services regarding Public Works (RCW 39.04.010).

5. FUNDING

Funding is provided by the Washington State Department of Commerce, Electrification of Transportation Systems (ETS) Program. The COUNTY is responsible for the effective administration of State awards, application of sound management practices, and administration of State funds in a manner consistent with the ETS program objectives detailed in EXHIBIT A. COUNTY will implement the contract monitoring plan detailed in EXHIBIT C, Monitoring Plan (incorporated herein by reference) upon contract execution.

6. FILING

Fully executed copies of this Agreement shall be filed as required by RCW 39.34.040 prior to this Agreement becoming effective.

7. NON-DELEGATION/NON-ASSIGNMENT

Neither party may delegate the performance of any contractual obligation to a third party, unless mutually agreed upon in writing; neither party may sign such agreement without the written consent of the other party.

8. HOLD-HARMLESS

Each party shall indemnify, defend, and hold the other party harmless from any liability arising from any negligent or wrongful act or failure to act on the part of itself and its employees. Neither party assumes responsibility to the other party for the consequences of any act or omission of any person, firm or corporation not a party to this Agreement.

9. SEVERABILITY

Any provision of this Agreement, which is prohibited or unenforceable, shall be ineffective to the extent of such prohibition or unenforceability, without invalidating the remaining provisions or affecting the validity or enforcement of such provisions.

10. DISPUTE RESOLUTION

Administration of the provisions of this Agreement shall be resolved by a joint board to consist of the chief executive officer of each party, and/or their designee. Disputes arising under this Agreement shall be resolved through consensus Agreement of the joint board. If consensus resolution is not obtained, either party reserves its right to pursue other forms of relief.

11. ADMINISTRATION

This Agreement creates no separate legal entity. No real or personal property will be acquired or held as part of carrying out this Agreement. To the extent any party furnishes property for purposes of carrying out this Agreement, such property must be returned to that party upon termination of this Agreement, or upon that party's withdrawal from this Agreement.

12. AMENDMENTS

This Agreement may be amended or terminated upon mutual agreement of the Parties. A party may withdraw from this Agreement upon 60 days written notice to the remaining Parties, and there is no reimbursement to the withdrawing party upon withdrawal. This Agreement automatically terminates when only one party remains.

13. CHOICE OF LAW, JURISDICTION AND VENUE

This Agreement is governed by the laws of the State of Washington as to interpretation and performance. Venue for enforcement of any provision of this Agreement, or for any lawsuit arising out of or relating to this Agreement, is the Superior Court of Thurston County.

14. ENTIRE AGREEMENT

This Agreement sets forth all terms and conditions agreed upon by the Parties and supersedes any and all prior agreements oral or otherwise with respect to the specific subject matter addressed herein.

15. RECORDING

Prior to its entry into force, Thurston County shall file this Agreement with the Thurston County Auditor's Office.

16. COUNTERPARTS

This Agreement may be executed in counterparts, and all such counterparts once so executed together must be deemed to constitute one final agreement, as if one document had been signed by all Parties, and each such counterpart, upon execution and delivery, must be deemed a complete original, binding on the Parties. A faxed or email copy of an

original signature must be deemed to have the same force and effect as the original signature.

17. RIGHTS

This Agreement is between the signatory Parties only and does not create any third-party rights.

18. NOTICES

Any notice required under this Agreement must be to the party at the address listed below and it becomes effective five business days following the date of deposit with the United States Postal Service.

THURSTON COUNTY

Attn: Rebecca Harvey, Climate Mitigation Senior Program Manager
3000 Pacific Ave SE, Ste. 200
Olympia, WA 98501

CITY OF TENINO

Attn: Jen Scharber, Clerk Treasurer
Tenino City Hall
149 Hodgden St S./PO Box 4019
Tenino, WA 98589

This Agreement is hereby entered into between the Parties

CITY OF TENINO

**For the
BOARD OF COUNTY COMMISSIONERS
Thurston County, Washington**

By: _____
Title: _____
Authorized Signature: _____
Date: _____
Address: _____

By: _____
Title: _____
Authorized Signature: _____
Department/ Office: _____
Date: _____

Approved as to form:

Approved as to form:

JON TUNHEIM
PROSECUTING ATTORNEY

Richard L. Hughes, City Attorney

By: _____
Scott Cushing, Senior Deputy Prosecuting Attorney

EXHIBIT A
GRANT AGREEMENT



Capital Agreement with

Thurston County

through

Clean Energy Fund Electrification of Transportation Systems

**Contract Number:
24-92201-036**

For

EVSE at SW WA Agricultural Business & Innovation Park in Tenino

Dated: Monday, January 15, 2024

Table of Contents

TABLE OF CONTENTS..... 2

FACE SHEET 4

DECLARATIONS 5

PROGRAM SPECIFIC TERMS AND CONDITIONS..... 6

 1. BILLING AND COMPENSATION FOR PERFORMANCE BASED CONTRACT (REPLACES SPECIAL TERMS AND CONDITIONS #4 BILLING PROCEDURES AND PAYMENT) 6

 2. SUBCONTRACTING (REPLACES GENERAL TERMS AND CONDITIONS #15 SUBCONTRACTING) 7

 3. PREVAILING WAGE LAW 7

 4. HISTORICAL OR CULTURAL ARTIFACTS..... 7

 5. ACKNOWLEDGMENT OF CLIMATE COMMITMENT ACT FUNDING 8

SPECIAL TERMS AND CONDITIONS 10

 1. AUTHORITY..... 10

 2. CONTRACT MANAGEMENT 10

 3. COMPENSATION 10

 4. BILLING PROCEDURES AND PAYMENT (REPLACED BY PROGRAM SPECIFIC TERMS AND CONDITIONS #1 BILLING AND COMPENSATION FOR PERFORMANCE BASED CONTRACT)..... 10

 5. SUBCONTRACTOR DATA COLLECTION 11

 6. INSURANCE 11

 7. FRAUD AND OTHER LOSS REPORTING 11

 8. ORDER OF PRECEDENCE 11

GENERAL TERMS AND CONDITIONS 12

 1. DEFINITIONS..... 12

 2. ALL WRITINGS CONTAINED HEREIN..... 12

 3. AMENDMENTS 12

 4. ASSIGNMENT 12

 5. CONFIDENTIALITY AND SAFEGUARDING OF INFORMATION 12

 6. COPYRIGHT 13

 7. DISPUTES..... 13

 8. **GOVERNING LAW AND VENUE** 14

 9. **INDEMNIFICATION** 14

 10. **LICENSING, ACCREDITATION AND REGISTRATION** 14

 11. **RECAPTURE** 14

 12. **RECORDS MAINTENANCE**..... 14

 13. **SAVINGS**..... 14

 14. **SEVERABILITY** 14

 15. **SUBCONTRACTING (REPLACED BY PROGRAM SPECIFIC TERMS AND CONDITIONS #2 SUBCONTRACTING)** 14

 16. **SURVIVAL**..... 15

 17. **TERMINATION FOR CAUSE** 15

 18. **TERMINATION FOR CONVENIENCE** 15

 19. **TERMINATION PROCEDURES** 15

 20. **TREATMENT OF ASSETS** 16

 21. **WAIVER** 17

ATTACHMENT A: SCOPE OF WORK..... 18
ATTACHMENT B: BUDGET 20
ATTACHMENT C: REPORTING..... 21
ATTACHMENT D: PROVISIO..... 22

Face Sheet

Contract Number: 24-92201-036

**Energy Division, Energy Programs in Communities
Electrification of Transportation Systems**

1. Contractor Thurston County 3000 Pacific Ave SE Suite 200 Olympia, WA 98501		2. Contractor Doing Business As (as applicable)	
3. Contractor Representative Rebecca Harvey (360) 867-2938 Rebecca.harvey@co.thurston.wa.us		4. COMMERCE Representative Kaitlyn Sledge Commerce Specialist 3 kaitlyn.sledge@commerce.wa.gov 1011 Plum St. SE P.O. Box 42525 Olympia, WA 98504	
5. Contract Amount \$367,343	6. Funding Source Federal: <input type="checkbox"/> State: <input checked="" type="checkbox"/> Other: <input type="checkbox"/> N/A: <input type="checkbox"/>	7. Start Date January 15, 2024	8. End Date December 31, 2025
9. Federal Funds (as applicable) N/A		Federal Agency: N/A	
		ALN N/A	
10. Tax ID # 91-60011375	11. SWV # SWV0007436-53	12. UBI # 342-007-752	13. UEI # GU94D6PX5KT1
14. Contract Purpose This project is a public-private partnership among Thurston County, City of Tenino, Thurston Economic Development Council (EDC), and other partners to install two DC fast charging stations and two dual Level 2 charging stations at the Southwest Washington Agricultural Business & Innovation Park ("Ag Park") in Tenino. Strategically located along heavily trafficked state highways lacking charging infrastructure, the project addresses transportation equity and supports long-distance travel.			
COMMERCE, defined as the Department of Commerce, and Contractor acknowledge and accept the terms of this Contract and attachments and have executed this Contract on the date below to start as of the date and year referenced above. The rights and obligations of both parties to this Contract are governed by this Contract and the following other documents incorporated by reference: Contractor Terms and Conditions including Attachment "A" – Scope of Work, Attachment "B" – Budget, Attachment "C" – Reporting, and Attachment "D" – Proviso.			
FOR CONTRACTOR		FOR COMMERCE	
_____ Leonard Hernandez, County Manager		_____ Michael Furze, Assistant Director Energy Division	
_____ Signature		_____ Date	
_____ Date		APPROVED AS TO FORM ONLY BY ASSISTANT ATTORNEY GENERAL APPROVAL ON FILE	

DECLARATIONS

The Washington State Department of Commerce (Commerce) has been appropriated funds by the Washington State Legislature to provide grants to promote Washington's commitment to equitable, clean energy development.

CLIENT INFORMATION

Legal Name	Thurston County
Agreement Number:	24-92201-036
Award Year:	2024
State Wide Vendor Number:	SWV0007436-53

PROJECT INFORMATION

Project Title:	EVSE at SW WA Agricultural Business & innovation Park in Tenino
Project Address:	205 W 5th Ave
Project City:	Tenino
Project State:	WA
Project Zip Code:	98589

GRANT INFORMATION

Grant Amount:	\$367,343
Non-State Match (1:10)	\$40,000
Type of Match Accepted:	Cash
Earliest Date for Reimbursement:	January 15, 2024
Time of Performance:	January 15, 2024 – December 31, 2025

Program Specific Terms and Conditions

As identified herein, notwithstanding General & Specific Terms and Conditions SECTIONS, the following Program Specific Terms and Conditions take precedence over any similarly referenced Special or General Terms and Conditions:

1. **BILLING AND COMPENSATION FOR PERFORMANCE BASED CONTRACT** (Replaces Special Terms and Conditions #4 Billing Procedures and Payment)

COMMERCE will pay Contractor not more often than monthly upon acceptance of services provided and receipt of properly completed invoices for completed milestones, which shall be submitted to the Representative for COMMERCE.

The Contractor shall provide the Representative of COMMERCE a signed electronic Invoice A19 form that includes the contract number referenced on the declarations page.

The invoices shall describe and document, to COMMERCE's satisfaction, a description of the work performed and the milestone number(s) achieved.

The Contractor is required to maintain documentation to support invoiced costs and cost share obligations. The Contractor shall make these documents available to COMMERCE if requested.

COMMERCE will pay Contractor the amounts set forth in Attachment B upon full completion of each milestone. Upon full completion of each Milestone, Contractor will provide an invoice and any required supporting documentation to the Representative of COMMERCE. Except as may be agreed by COMMERCE in its discretion, COMMERCE shall only be obligated to make payments upon demonstration of completion of all Deliverables within a given Milestone.

However, it is acknowledged that in the event one or two Deliverables of a Milestone is unduly delayed (more than 3 months) due to circumstances outside Contractor's control, COMMERCE may, in its sole discretion, reasonably negotiate with Contractor regarding paying for those Deliverables of such Milestones that are completed.

Payment shall be considered timely if made by COMMERCE within thirty (30) calendar days after receipt of properly completed invoices. Payment shall be sent to the address designated by the Contractor.

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

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

Invoices and End of Fiscal Year

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

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

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

Duplication of Billed Costs

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

Disallowed Costs

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

2. SUBCONTRACTING (Replaces General Terms and Conditions #15 Subcontracting)

The Contractor may only subcontract work contemplated under this Contract if it provides written notification to COMMERCE of any subcontractors who will be performing work under this Grant Agreement. The written notice must provide the names and address of the subcontractor with a brief description of which tasks within the Contractor Scope of Work (Attachment A) that will be undertaken by the subcontractor(s).

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

Every subcontract shall bind the Subcontractor to follow all applicable terms of this Contract. The Contractor is responsible to COMMERCE if the Subcontractor fails to comply with any applicable term or condition of this Contract. The Contractor shall appropriately monitor the activities of the Subcontractor to assure fiscal conditions of this Contract.

In no event shall the existence of a subcontract operate to release or reduce the liability of the Contractor to COMMERCE for any breach in the performance of the Contractor's duties. Every subcontract shall include a term that COMMERCE and the State of Washington are not liable for claims or damages arising from a Subcontractor's performance of the subcontract.

All reference to the Contractor under this clause shall also include Contractor's employees, agents or subcontractors.

3. PREVAILING WAGE LAW

The contractor certifies that all contractors and subcontractors performing work on the Project shall comply with state Prevailing Wages on Public Works, Chapter 39.12 RCW, as applicable to the Project funded by this Agreement, including but not limited to the filing of the "Statement of Intent to Pay Prevailing Wages" and "Affidavit of Wages Paid" as required by RCW 39.12.040. The contractor shall maintain records sufficient to evidence compliance with Chapter 39.12 RCW, and shall make such records available for COMMERCE's review upon request

4. HISTORICAL OR CULTURAL ARTIFACTS

Prior to approval and disbursement of any funds awarded under this Contract, Contractor shall complete the requirements of Governor's Executive Order 21-02, where applicable, or Contractor shall complete a review under Section 106 of the National Historic Preservation Act, if applicable.

Contractor agrees that the Contractor is legally and financially responsible for compliance with all laws, regulations, and agreements related to the preservation of historical or cultural resources and agrees to hold harmless COMMERCE and the state of Washington in relation to any claim related to such historical or cultural resources discovered, disturbed, or damaged as a result of the project funded by this Contract.

In addition to the requirements set forth in this Contract, Contractor shall, in accordance with Governor's Executive Order 21-02 coordinate with Commerce and the Washington State Department of Archaeology and Historic Preservation ("DAHP"), including any recommended consultation with any affected tribe(s), during Project design and prior to construction to determine the existence of any tribal cultural resources affected by Project. Contractor agrees to avoid, minimize, or mitigate impacts to the cultural resource as a continuing prerequisite to receipt of funds under this Contract.

The Contractor agrees that, unless the Contractor is proceeding under an approved historical and cultural monitoring plan or other memorandum of agreement, if historical or cultural artifacts are discovered during construction, the Contractor shall immediately stop construction and notify the local historical preservation officer and the state's historical preservation officer at DAHP, and the Commerce Representative identified on the Face Sheet. If human remains are uncovered, the Contractor shall report the presence and location of the remains to the coroner and local enforcement

immediately, then contact DAHP and the concerned tribe's cultural staff or committee.

The Contractor shall require this provision to be contained in all subcontracts for work or services related to the Scope of Work attached hereto.

In addition to the requirements set forth in this Contract, Contractor agrees to comply with RCW 27.44 regarding Indian Graves and Records; RCW 27.53 regarding Archaeological Sites and Resources; RCW 68.60 regarding Abandoned and Historic Cemeteries and Historic Graves; and WAC 25-48 regarding Archaeological Excavation and Removal Permit.

Completion of the requirements of Section 106 of the National Historic Preservation Act shall substitute for completion of Governor's Executive Order 21-02.

In the event that the Contractor finds it necessary to amend the Scope of Work the Contractor may be required to re-comply with Governor's Executive Order 21-02 or Section 106 of the National Historic Preservation Act

5. ACKNOWLEDGMENT OF CLIMATE COMMITMENT ACT FUNDING

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

“The [PROGRAM NAME / GRANT / ETC.] is supported with funding from Washington’s Climate Commitment Act. The CCA supports Washington’s climate action efforts by putting cap-and-invest dollars to work reducing climate pollution, creating jobs, and improving public health. Information about the CCA is available at www.climate.wa.gov.”

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

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

Special Terms and Conditions

1. AUTHORITY

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

2. CONTRACT MANAGEMENT

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

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

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

3. COMPENSATION

COMMERCE shall pay an amount not to exceed \$367,343, for the performance of all things necessary for or incidental to the performance of work under this Contract as set forth in the Scope of Work.

EXPENSES

Contractor shall receive reimbursement for travel and other expenses as identified below or as authorized in advance by COMMERCE as reimbursable. The maximum amount to be paid to the Contractor for authorized expenses shall not exceed \$0, which amount is included in the Contract total above.

Such expenses may include airfare (economy or coach class only), other transportation expenses, and lodging and subsistence necessary during periods of required travel. Contractor shall receive compensation for travel expenses at current state travel reimbursement rates.

4. BILLING PROCEDURES AND PAYMENT (Replaced by Program Specific Terms and Conditions #1 Billing and Compensation for Performance Based Contract)

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

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

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

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

Invoices and End of Fiscal Year

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

~~Final invoices for a state fiscal year may be due sooner than the 20th and Commerce will provide notification of the end of fiscal year due date. The Contractor must invoice for all expenses from the beginning of the contract through June 30, regardless of the contract start and end date.~~

~~Duplication of Billed Costs~~

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

~~Disallowed Costs~~

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

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

5. SUBCONTRACTOR DATA COLLECTION

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

6. INSURANCE

Each party certifies that it is self-insured under the State's or local government self-insurance liability program, and shall be responsible for losses for which it is found liable.

7. FRAUD AND OTHER LOSS REPORTING

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

8. ORDER OF PRECEDENCE

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

- Applicable federal and state of Washington statutes and regulations
- Attachment D – Proviso
- Program Specific Terms and Conditions
- Special Terms and Conditions
- General Terms and Conditions
- Attachment A – Scope of Work
- Attachment B – Budget
- Attachment C – Reporting

General Terms and Conditions

1. DEFINITIONS

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

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

2. ALL WRITINGS CONTAINED HEREIN

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

3. AMENDMENTS

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

4. ASSIGNMENT

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

5. CONFIDENTIALITY AND SAFEGUARDING OF INFORMATION

- A. "Confidential Information" as used in this section includes:
 - i. All material provided to the Contractor by COMMERCE that is designated as "confidential" by COMMERCE;
 - ii. All material produced by the Contractor that is designated as "confidential" by COMMERCE; and
 - iii. All Personal Information in the possession of the Contractor that may not be disclosed under state or federal law.

- B.** The Contractor shall comply with all state and federal laws related to the use, sharing, transfer, sale, or disclosure of Confidential Information. The Contractor shall use Confidential Information solely for the purposes of this Contract and shall not use, share, transfer, sell or disclose any Confidential Information to any third party except with the prior written consent of COMMERCE or as may be required by law.

The Contractor shall take all necessary steps to assure that Confidential Information is safeguarded to prevent unauthorized use, sharing, transfer, sale or disclosure of Confidential Information or violation of any state or federal laws related thereto. Upon request, the Contractor shall provide COMMERCE with its policies and procedures on confidentiality. COMMERCE may require changes to such policies and procedures as they apply to this Contract whenever COMMERCE reasonably determines that changes are necessary to prevent unauthorized disclosures.

The Contractor shall make the changes within the time period specified by COMMERCE. Upon request, the Contractor shall immediately return to COMMERCE any Confidential Information that COMMERCE reasonably determines has not been adequately protected by the Contractor against unauthorized disclosure.

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

6. COPYRIGHT

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

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

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

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

7. DISPUTES

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

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

8. GOVERNING LAW AND VENUE

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

9. INDEMNIFICATION

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

10. LICENSING, ACCREDITATION AND REGISTRATION

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

11. RECAPTURE

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

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

12. RECORDS MAINTENANCE

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

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

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

13. SAVINGS

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

14. SEVERABILITY

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

15. SUBCONTRACTING (Replaced by Program Specific Terms and Conditions #2 Subcontracting)

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

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

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

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

16. **SURVIVAL**

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

17. **TERMINATION FOR CAUSE**

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

In the event of termination or suspension, the Contractor shall be liable for damages as authorized by law including, but not limited to, any cost difference between the original contract and the replacement or cover contract and all administrative costs directly related to the replacement contract, e.g., cost of the competitive bidding, mailing, advertising and staff time.

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

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

18. **TERMINATION FOR CONVENIENCE**

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

19. **TERMINATION PROCEDURES**

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

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

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

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

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

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

20. TREATMENT OF ASSETS

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

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

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

21. **WAIVER**

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

Attachment A: Scope of Work

Project Overview: This project is a public-private partnership among Thurston County, City of Tenino, Thurston Economic Development Council (EDC), and other partners to install two DC fast charging (DCFC) stations and two dual-port Level 2 charging stations at the Southwest Washington Agricultural Business & Innovation Park (“Ag Park”) in Tenino. Strategically located along heavily trafficked state highways lacking charging infrastructure, the project addresses transportation equity and supports long-distance travel.

Thurston County will manage the grant and execute an interlocal agreement with the City of Tenino to carry out the project, while EDC will contribute the required matching funds.

The scope of work includes five tasks:

Project Development, Design, & Community Outreach: Project partner Dragonwheel Investment Group (DIG) conducted EV system design as part of an electrical services contract for the Ag Park in Q4 2023. Thurston County will provide a Letter of Confirmation documenting that design efforts are complete or sufficient for issuing "For Construction" drawing package. This letter will include permits required and a copy of a site plan showing changes to walkways, transformer capacity, and other necessary information.

Thurston County will continue to work with Thurston Economic Development Council (EDC) and other partners to develop and execute an education and outreach plan before and after completing the project. Some examples of outreach include program updates, fliers and newsletters, websites and social media, open houses, and user information at the County facilities.

After installation, Thurston County staff will monitor usage monthly and develop and deploy additional outreach campaigns if needed to meet usage goals. Any changes to project scope as a result of community input will be reported to COMMERCE for approval.

Contracting & Procurement City of Tenino will conduct all contracting responsibilities with the Contractor(s) according to the terms of the interlocal agreement and grant agreement. City of Tenino will use a competitive procurement process to select a contractor to purchase and install two DC Fast Chargers (DCFC; 62.5 kW) and two dual-port AC Level 2 Charging Stations (19kW). The EVSE will meet the Equipment Qualifications defined in the RFA. The purchase will include 5-year warranties, service and charging management plans, permitting; and commissioning service for the DCFC. Tenino will submit invoices and reports to Thurston County, and meet regularly with County staff during project implementation, as described in the Monitoring Plan (Exhibit C of the interlocal agreement).

Equipment Delivery & Construction EVSE Charging Stations will be delivered within six months of completion of milestone B. Matching funds will be provided by Thurston EDC to cover the cost of constructing the infrastructure needed to power the EV charging stations, including trenching, conduit, wiring, termination to electric panels, and trim out for installation. Grant funds will be used to upgrade to a 480V transformer to accommodate the two DCFCs.

Contractor will obtain permits necessary to complete the project, and will consult with the Washington Department of Archaeology and Historic Preservation (DAHP) and affected tribes on the potential effects of projects on cultural resources.

Installation, Systems Integration, and Commissioning: Two dual Level 2 EV Chargers will be installed at the Southwest Washington Agricultural Business & Innovation Park (“Ag Park”) in Tenino. All aspects of site preparation, materials procurement, deployment, installation, and post-installation monitoring will be performed by Thurston County staff and/or their chosen contractor(s) in accordance with all laws and regulations EV charger installations in the City of Tenino, Thurston County, and Washington State: the units will be ADA-compliant, able to power vehicles, electric bikes, and electric wheelchairs. After the EV chargers

have been installed, Thurston County will install stickers to clearly identify that the 120-volt outlets on the system are intended for charging other mobility methods such as electric wheelchairs and electric bicycles.

After installation, relevant Thurston County staff will be trained in the maintenance of the system, including monitoring production & usage, cleaning, and other maintenance as needed.

Measurement and Verification: Once the system is commissioned, usage data will be collected and a six-month summary performance report will be provided as part of the Final Report. The summary performance report will include the number of individual charging events and the amount of kWh charged within the reporting period.

The final report will also include a summary of the work that was completed for this project, adjustments that were made, feedback received from community engagement, or lessons learned.

Attachment B: Budget
(Based on a Calendar Fiscal Period: Jan-Dec)

Milestone	Milestone and Task Description	Key Deliverables	Expected Completion Date	Applicant Match	Commerce Grant Amount
A	Project Development, Design, & Community Outreach	<ul style="list-style-type: none"> Copies of contracts with consultants Final site plans Final results from online poll or other documentation of community engagement 	Q4 2024	\$0	\$5,000
B	Contracting & Procurement	<ul style="list-style-type: none"> Copy of contract with electrical contractor Specification sheet for EV chargers to be installed 	Q4 2024	\$0	\$40,000
C	Equipment Delivery & Construction	<ul style="list-style-type: none"> Invoices for 2 DCFC (62.5 kW) stations and 2 dual-port Level 2 (19 kW) stations Additional invoices or reports documenting labor and infrastructure materials Copies of electrical and construction permits issued for the project Pictures and specifications of upgraded infrastructure (i.e. new transformer, new sidewalk, etc.) 	Q1 2025	\$40,000	\$243,000
D	Installation, Systems Integration, Commissioning, & Outreach	<ul style="list-style-type: none"> Utilization Plan Photos of installation Commissioning Report & Documentation of Staff Maintenance & Operations Training Receipt for DCFC Enterprise Plan Receipt for Level 2 Software Plan Copies of public outreach such as web link, flyers, network posting, etc. 	Q1 2025	\$0	\$43,000
E	Measurement & Verification	<ul style="list-style-type: none"> Final Report submitted with six months of usage data 	Q3 2025	\$0	\$36,343
Match Total				\$40,000	
Grant Total Not to Exceed					\$367,343

Attachment C: Reporting

The Contractor must provide quarterly written reports and/or host a regular quarterly video and/or phone call with COMMERCE for project update purposes. Phone contact should cover current status of the project and any barriers that are potentially affecting the project schedule.

Additionally, the Contractor shall provide an annual report and fact sheet to COMMERCE, no later than 15 days after the end of the quarter in which Deployment, Systems Integration, Commissioning, & Outreach milestone was completed. Commerce will provide the fact sheet template and may request the fact sheet be updated as conditions warrant.

The report form will be provided by Commerce. The report should describe the project activity that occurred during the year, including but not limited to:

1. A narrative summarizing project activities, risks and issues mitigated, and lessons learned.
2. The project milestones met to date and anticipated in the subsequent quarter (such as through a project Grant Chart schedule provided quarterly in Microsoft Project format showing actual progress to date along with the baseline schedule developed at project kickoff etc.);
3. Maintenance performed on the device.
4. Any additional metrics required from the capital budget proviso, legislature, governor's office, or COMMERCE. This includes measurements of mWh expended by EV charger and the number of charging events per day.
5. Invoice projection sheet for grant expenditures.

Attachment D: Proviso

2021 Enacted Capital Budget

Substitute House Bill 1080, section 1064 – Clean Energy V

(11) \$5,550,000 of the state building construction account—state appropriation is provided solely for grants to demonstrate innovative approaches to electrification of transportation systems.

(a)(i) \$3,000,000 of the appropriation is provided solely for competitive grants, prioritizing projects that:

(A) Demonstrate meaningful and enduring benefits to communities and populations disproportionately burdened by air pollution, climate change, or lack of transportation investments;

(B) Beneficially integrate load using behavioral, software, hardware, or other demand-side management technologies, such as demand response, time-of-use rates, or behavioral programming;

(C) Accelerate the transportation electrification market in Washington using market transformation principles; or

(D) Develop electric vehicle charging and hydrogen fueling infrastructure along highways, freeways, and other heavily trafficked corridors across the state to support long-distance travel.

(ii) Projects must be implemented by local governments, federally recognized tribal governments, by public and private electrical utilities that serve retail customers in the state, or state agencies. Eligible parties may partner with other public and private sector research organizations and businesses in applying for funding. The department shall consult and coordinate with the Washington state department of transportation on project selection and implementation. The department shall also coordinate with other state agencies that have other electrification programs, in order to determine to optimally accomplish each agency's respective policy and program goals.

(iii) Projects must be related to on-road end-uses and nonmaritime off-road uses.

(iv) Eligible technologies for these projects include, but are not limited to:

(A) Battery electric vehicle supply equipment;

(B) On-site generation or storage, where the technology directly supplies electricity to the electric vehicle supply equipment;

(C) Electric grid distribution system infrastructure upgrades, where the upgrade is needed as a result of the installed electric vehicle supply equipment;

(D) Hydrogen refueling station infrastructure that:

(I) Dispenses renewable hydrogen or hydrogen produced in Washington with electrolysis; and

(II) Aligns with the 2021 state energy strategy's recommended uses of hydrogen in the transportation sector.

EXHIBIT B**PROJECT AND EQUIPMENT QUALIFICATIONS¹****Project Qualifications**

- 1) Specific strategies may vary but all projects must procure, install, and integrate EVSE or hydrogen fueling infrastructure in rural communities.
- 2) Projects must be ready to construct within a year of an awarded contract and include a plan for continuing operations and maintenance of all proposed charging infrastructure for at least 5 years after the lifecycle of an awarded contract.
 - a. If an awarded project is not ready to begin construction one year from the time of award, the applicant must provide Commerce with an updated schedule adding not more than 6 months to the originally projected construction start date. If the project has not started construction within 18 months of original contract award, Commerce may, at its discretion, revoke funding from the project.
- 3) Applicants must report at least 6 months of data on key usage and performance metrics to Commerce before contract close-out including:
 - a. The number of unique charging events by month
 - b. The average duration of each charging event by month
 - c. The kilowatt hours delivered by each EVSE at each project site by month
 - d. Downtime for each EVSE at each project site, monthly, where monitored
 - e. The data reporting requirements are waived for a project if the Applicant can demonstrate no EVSE available can serve the purpose of the project while meeting this requirement.
- 4) The project must be located in Washington.
- 5) Projects must serve a minimum of one of the following:
 - a. On road end-uses
 - b. Non-maritime off-road end-uses
- 6) If there is a fee to charge, then credit, debit, and prepaid cards must be accepted via an onsite card reader. Any other form of payment is permitted in addition to this minimum. Multiple EVSE at one location can share a card reader. Charging fees may be used to cover ongoing operations and maintenance costs and/or the cost of electricity.
 - a. All EVSE that requires payment must, as soon as it is constructed and integrated, meet the Department of Agriculture payment method and fee disclosure requirements as specified in WAC 16-662-210.

Equipment Qualifications

¹ Project and Equipment Qualifications are copied from WA Dept. of Commerce RFA NO. CEF ETS 2022 ROUND TWO, Section 1.3. Application requirements and qualifications for hydrogen fueling infrastructure were omitted because they are not relevant to the implementation of this project.

- 1) Projects must procure, install, and integrate at least one dual-plug level 2 EV charger, DCFC charging station, or green hydrogen fueling station.
- 2) All infrastructure must operate for a minimum of 5 YEARS after the lifecycle of an awarded contract and be expected to be utilized upon installation.
 - a. Once constructed, charging infrastructure must maintain a minimum uptime of 97%. If a grantee fails to meet this minimum, Commerce will require a 6-month improvement plan from the grantee. If the minimum uptime is still not met after the improvement period, Commerce may, at its discretion, withhold all further payments until the minimum is met for at least one quarter.
- 3) All projects must include load integration strategies for all EVSE such as demand response, time of use rates, software on EVSE, hardware on EVSE, behavior programming, or other demand side management technologies.
- 4) All charging infrastructure must be equipped for remote diagnosis and problem solving, reliability monitoring, pricing information displays, and signage.
 - a. All EVSE must provide means for conducting a charging session in English and at least one other language considering the demographics of the area in which the unit will be installed, and the language(s) most commonly spoken in that location.
- 5) All EVSE and fueling infrastructure must be open to the public, even if installed for workplace charging.
- 6) EVSE hardware must be in compliance with the following interoperability requirements
 - a. The electric vehicle service provider shall use Open Charge Point Interface (OCPI) version 2.1.1 or 2.2 standards.
 - b. All networked EVSE shall be compliant with Open Charge Point Interface (OCPI) version 1.6 or 2.0.1 standards.
- 7) EVSE must be certified by the Underwriters Laboratories, Inc., ETL listed or an equivalent certification.
- 8) EVSE must be certified to operate outdoors and in extreme weather conditions.
- 9) For Level 2 charging, EVSE must meet Society of Automotive Engineers (SAE) J-1772 standard for charging plug connector and operational requirements or an equivalent certification.
- 10) For Level 3 charging, or DCFC, EVSE must include dual-protocol charging, compatible with non-proprietary charging ports
- 11) EVSE equipment must have the capacity to accurately record and produce the following data:
 - a. The number of unique charging events by month
 - b. The average duration of each charging event by month
 - c. The kilowatt hours delivered by each EVSE at each project site by month
 - d. Downtime at each EVSE at each project site by month where monitored

- e. The data reporting requirements are waived for a project if the Applicant can demonstrate no EVSE available can serve the purpose of the project while meeting this requirement.

EXHIBIT C
MONITORING PLAN

PROJECT AND EXPENDITURE REPORTING

TENINO must submit the following required information for project and expenditure reports.

1. Quarterly Reporting

Quarterly reports must be submitted to the COUNTY within 7 calendar days* after the end of each quarter. Quarterly reports will be required for the term of this contract using the Department of Commerce template, which COUNTY will provide to TENINO upon contract execution. The quarterly report schedule is as follows:

Quarter	PERIOD COVERED	DUE DATE*
Q2 '24	contract execution – June 30, 2024	July 7, 2024
Q3 '24	July 1 – September 30, 2024	October 7, 2024
Q4 '24	September 1 – December 31, 2024	January 7, 2025
Q1 '25	January 1 – March 31, 2025	April 7, 2025
Q2 '25	April 1 – June 30, 2025	July 7, 2025
Q3 '25	July 1 – September 30, 2025	October 7, 2025
Q4 '25	September 1 – December 31, 2025	December 1, 2025**

* This due date is required to enable COUNTY to submit quarterly reports to Commerce no later than 15 days after the end of each quarter, as required in the Grant Agreement (EXHIBIT A, Attachment C).

** The last quarterly report is due before the end of the quarter to allow COUNTY to submit to Commerce before the termination of the Grant Agreement.

Each report shall include the following information to the COUNTY’S satisfaction:

- a. A narrative summarizing project activities, risks and issues mitigated, and lessons learned;
- b. The project milestones met to date and anticipated in the subsequent quarter (such as through a project Gantt Chart schedule provided quarterly showing actual progress to date along with the baseline schedule developed at project kickoff etc.);
- c. Any additional metrics required from the capital budget proviso, legislature, governor’s office, or COMMERCE;
- d. Invoice projection sheet for grant expenditures; and
- e. Documentation of each Key Deliverable as defined in the grant Scope of Work and Budget (EXHIBIT A, Attachments A and B).

Once the EV chargers are installed and operational, the quarterly reports must also include the following data on key usage and performance metrics* for each of the DCFC and Level 2 charging

stations, to the COUNTY'S satisfaction. Before the termination of this contract, TENINO must provide the COUNTY at least six (6) months of these required data for each charging station:

- a. The number of unique charging events by month
- b. The average duration of each charging event by month
- c. The kilowatt hours delivered by each EVSE at each project site by month
- d. Downtime for each EVSE at each project site, monthly, where monitored

* Data reporting requirements are waived for a project if the Applicant can demonstrate no EVSE available can serve the purpose of the project while meeting this requirement.

2. Invoicing

TENINO shall submit invoices to COUNTY within ten days from acceptance of services provided and receipt of properly completed invoices for completed Milestones. TENINO shall use an invoice template provided by COUNTY. Invoices shall describe and document, to COUNTY'S satisfaction, the Agreement number, a description of the work performed, and Milestone(s) achieved. Invoiced amounts per milestone may not exceed the total Commerce Grant Amount per Milestone as specified in the Budget (EXHIBIT A, Grant Agreement, Attachment B, Budget). Invoices shall include backup documentation such as proof of prevailing wages paid, procured equipment, materials and supplies. The Contractor is required to maintain documentation to support invoiced costs. The Contractor shall make these documents available to COUNTY if requested.

However, it is acknowledged that in the event one or two Deliverables of a Milestone is unduly delayed (more than 3 months) due to circumstances outside TENINO's control, if Commerce agrees to pay for partial completion of a Milestone, COUNTY may pay TENINO for completed Deliverables within the partially completed Milestone.

Payment shall be considered timely if made by COUNTY within forty-five (45) business days after receipt of properly completed invoices. Payment shall be sent to the address designated by TENINO.

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

MONITORING VISITS

COUNTY will meet with TENINO monthly, or as deemed necessary by COUNTY. Meetings shall take place at the project site through the completion of Milestone C: Equipment Delivery, Installation & Construction. After completion of Milestone C, meetings may take place either online or onsite at COUNTY'S discretion. Goals of the monthly meetings are to monitor, confirm, and document progress of project milestones, tasks, and deliverables as defined in the Scope of Work and Budget.

Once TENINO receives and submits to COUNTY the final Milestone C deliverable, the Commissioning Report, COUNTY will perform a site inspection to verify that the work is complete and satisfies all project goals and qualifications as defined in the Grant Agreement.

File Attachments for Item:

11. City Attorney Agreement

Recommended Action: Motion to approve Agreement with Attorney Brent Dillie.

CONTRACT FOR LEGAL SERVICES

This Agreement is executed this ____ day of August, 2024, and is to become effective upon execution, by and between the City of Tenino, herein referred to as the “City,” and Dille Law, PLLC herein referred to as the “Firm” or “Law Firm” and collectively referred to as the “Parties.”

1. General Recitals.

A. The City desires to retain Dille Law, PLLC for legal services and for matters of a routine nature.

B. The Firm, Dille Law, PLLC, by and through its principal, Brent F. Dille has been appointed to serve as the City Attorney for the City.

C. The parties hereto desire to define the services to be provided and the costs associated therewith.

2. Term. The initial term of this Agreement shall be from September 1, 2024 until August 31, 2025, unless sooner terminated by either party as provided for in the following paragraphs. After the initial term, the Agreement shall be automatically extended for additional one-year terms subject to termination as set forth below.

3. Termination.

A. Right to Terminate. Either party may give the other party written notice of the intent to terminate the contract during the initial one-year term or annual extension thereof so long as such notice is given no less than ninety (90) days prior to the end of the then existing term.

B. Early termination.

i. The Firm: The firm shall have the right to give notice during the annual term of its desire to terminate the contract prior to that annual renewal date. Such notice shall be given in writing to the Mayor with a copy to the Clerk-treasurer no less than ninety (90) calendar days prior to the desired date of termination of the contract.

ii. The City: In recognition of the special nature of the relationship of the City Attorney to the City, the City shall have the right to terminate this Agreement or any extension by the giving of written notice to the Firm no less than thirty (30) calendar days prior to the desired date of termination.

iii. Upon giving of notice of termination, the Firm shall cooperate with the City and any successor firm designated by the City in effectuating the transition. Such

cooperation shall include but is not limited to making available to the City all written files and electronic data or records generated by the Firm or relating to the City developed or received by the Firm during its period of representation of the City.

4. **Duties.**

A. The City Attorney shall be principally responsible for supervising upon request or performing all legal work for the City, except as set forth below. The City Attorney may have other attorneys employed by the Law Firm assist in the performance of his duties.

B. The following list of duties is illustrative of the services to be performed by the City Attorney and Law Firm, but is not necessarily inclusive of all duties:

i. Review or draft City ordinances, contracts, resolutions, interlocal agreements and other legal documents, including legal memos to the Mayor and Council, as requested by the City;

ii. Approve legal documents as to proper form and content;

iii. Advise the Mayor, Council members, staff members, committee members, commission members, and board members with regard to legal matters relating to their respective duties being performed for the City;

iv. Consult with and advise the Mayor, Council members, department directors, and staff, if requested by a department head or the Mayor, by telephone, in person and/or by written memo, on routine City business;

v. Be reasonably available on an as-needed basis to discuss with citizens legal matters affecting the City and respond to citizen inquiries, in person, writing, or by telephone, involving City business;

vi. Attend council meetings upon request;

vii. Upon request attend board meetings, commission meetings, committee meetings, or any other type of meeting on an as-needed basis, including meetings with other governmental agencies, as is necessary on matters involving the City; and

viii. Perform such other duties as are necessary and appropriate in order to provide the City with legal representation.

C. The City Attorney's duties shall not include the following:

i. Legal services normally provided by the City's bond counsel; provided, the City Attorney shall consult with bond counsel on behalf of the City and advise the City with regards thereto;

- ii. Representation of the City in any legal matter where the City Attorney is prohibited from doing so as a result of a conflict of interest under the Rules for Professional Conduct or other applicable law or regulation;
- iii. Representation of or advice to City employees where the interest of the City employee may conflict with that of the City; and
- iv. Legal services where the City has insurance coverage that provides for legal services and the City's tender of defense has been accepted by the insurance carrier; provided, however, the City Attorney shall monitor the lawsuit on behalf of the City.
- v. Prosecute criminal violations of City ordinances in the City's Municipal Court and/or Thurston County District Court.

5. **Compensation.**

A. **Hourly Rate.** The City shall pay the Law Firm a municipal discounted hourly rate of \$255.00. The Law Firm's discounted hourly may be adjusted annually upon 90 days' notice to the City.

B. **Reimbursable Proposals.** On all projects for which the City actually receives compensation from a proponent for the City's legal costs, the City Attorney and the Law Firm shall charge their usual hourly rates as set forth on **Exhibit A**. Examples of the types of projects in this category include work associated with LIDs, ULIDs, and all other projects for which the City actually receives reimbursement for legal costs from another source.

C. **Reimbursable Costs.** The Law Firm shall be reimbursed for costs and advances for such items as legal messenger services, deposition fees, court filing fees, and similar items.

D. **Other.**

- i. Attorney's current rates expressly account for any taxes, business license fees, or related charges ("charges") imposed on professional service providers by the City and State of Washington. In the event that any such additional charges are imposed during the term of this agreement, the Firm shall be entitled to recover any such additional charges as a reimbursable cost item on the Firm's monthly billing statements.

6. **Conflict Resolution.** In the event of any dispute between the City and the Firm, the parties shall attempt to resolve the dispute through agreed upon processes, such as mediation or arbitration. If such an approach is not selected or successful, any litigation shall be filed in the Superior Court of the State of Washington in Thurston County. In addition to any relief granted to the substantially prevailing party, they shall be entitled to receive an award of their costs and reasonable legal fees incurred in the litigation.

7. **Insurance.** Law Firm agrees to carry insurance for liability which may arise from or in connection with the performance of the services or work by the Law Firm for the duration of the Agreement.

8. **Independent Contractor.** The Parties intend that the Law Firm shall be an independent contractor and that the Law Firm has the ability to control and direct the performance and details of its work, the City being interested only in the results obtained under this Agreement. The City shall be neither liable nor obligated to pay Law Firm sick leave, vacation pay or any other benefit of employment, nor to pay any social security or other tax which may arise as an incident of employment. Law Firm shall take all necessary precautions and shall be responsible for the safety of its employees, agents, and subcontractors in the performance of the contract work and shall utilize all protection necessary for that purpose. The Law Firm shall pay all income and other taxes due.

9. **Equal Opportunity Employer.** In all services, programs, activities, hiring, and employment made possible by or resulting from this Agreement or any subcontract, there shall be no discrimination by Law Firm or its subcontractors of any level, or any of those entities' employees, agents, subcontractors, or representatives against any person because of sex, age (except minimum age and retirement provisions), race, color, religion, creed, national origin, marital status, or the presence of any disability, including sensory, mental or physical handicaps, unless based upon a bona fide occupational qualification in relationship to hiring and employment. This requirement shall apply, but not be limited to the following: employment, advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship. Law Firm shall comply with and shall not violate any of the terms of Chapter 49.60 RCW, Title VI of the Civil Rights Act of 1964, the Americans With Disabilities Act, Section 504 of the Rehabilitation Act of 1973, 49 CFR Part 21, 21.5 and 26, or any other applicable federal, state, or local law or regulation regarding non-discrimination.

10. **General Provisions.**

A. **Interpretation and Modification.** This Agreement, together with any attached Exhibits, contains all of the agreements of the Parties with respect to any matter covered or mentioned in this Agreement and no prior statements or agreements, whether oral or written, shall be effective for any purpose. Should any language in any Exhibits to this Agreement conflict with any language in this Agreement, the terms of this Agreement shall prevail. The respective captions of the Sections of this Agreement are inserted for convenience of reference only and shall not be deemed to modify or otherwise affect any of the provisions of this Agreement. Any provision of this Agreement that is declared invalid, inoperative, null and void, or illegal shall in no way affect or invalidate any other provision hereof and such other provisions shall remain in full force and effect. Any act done by either Party prior to the effective date of the Agreement that is consistent with the authority of the Agreement and compliant with the terms of the Agreement, is hereby ratified as having been performed under the Agreement. No provision of this Agreement, including this provision, may be amended, waived, or modified except by written agreement signed by duly authorized representatives of the Parties.

B. **Assignment and Beneficiaries.** Neither the Law Firm nor the City shall have the

right to transfer or assign, in whole or in part, any or all of its obligations and rights hereunder without the prior written consent of the other Party. If the non-assigning party gives its consent to any assignment, the terms of this Agreement shall continue in full force and effect and no further assignment shall be made without additional written consent. Subject to the foregoing, the rights and obligations of the Parties shall inure to the benefit of and be binding upon their respective successors in interest, heirs and assigns. This Agreement is made and entered into for the sole protection and benefit of the Parties hereto. No other person or entity shall have any right of action or interest in this Agreement based on any provision set forth herein.

C. **Compliance with Laws.** The Law Firm shall comply with and perform the Services in accordance with all applicable federal, state, local, and city laws including, without limitation, all City codes, ordinances, resolutions, regulations, rules, standards and policies, as now existing or hereafter amended, adopted, or made effective.

D. **Entire Agreement.** This Agreement incorporates the entire agreement between the parties with regards to legal work to be performed on behalf of the City, and the rates to be charged therefor.

11. **Approval.** The signatories to this Agreement represent that they have the authority to bind their respective organizations to this Agreement.

IN WITNESS WHEREOF, the Parties execute this Agreement below, effective the last date written above.

City of Tenino
149 Hodgden Street South
Tenino, WA 9859

Dille Law, PLLC
1800 Cooper Point Road SW, Bldg. 11
Olympia, WA 98502

David Watterson, Mayor

Brent Dille, Attorney

ATTEST:

By: _____
Jen Scharber, Clerk-Treasurer

Exhibit A

Law Firm 2024 Rates:

Attorney

Brent Dille	\$385/hr
Bryce Dille	\$400/hr
Garrett Ratfield	\$375/hr
Paralegal Rate	\$225/hr

File Attachments for Item:

12. Verizon Lease Amendment

Recommended Action: Motion to approve Lease amendment with Verizon.

SECOND AMENDMENT TO OPTION AND EASEMENT AGREEMENT

This Second Amendment to Option and Easement Agreement (“Second Amendment”) is made, and shall be effective, as of the last date of the signatures below (“Effective Date”), between The City of Tenino, Washington (“GRANTOR”), and Cellco Partnership d/b/a Verizon Wireless (“GRANTEE”). GRANTOR and GRANTEE (or their predecessors in interest) entered into that certain Option and Easement Agreement dated August 22, 1996, as may have been previously amended and/or assigned, (the “Agreement”), pursuant to which GRANTEE is leasing or licensing from GRANTOR a portion of that certain property located at SE corner of City Park, Section 19-16-1W, Tenino, WA, as more particularly described in the Agreement. GRANTOR and GRANTEE may be referenced in this Second Amendment individually as a “Party” or collectively as the “Parties.”

In consideration of the mutual covenants and promises contained in this Second Amendment, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged by the Parties, the Parties agree to amend the Agreement as follows:

1. Term. Notwithstanding anything contained in the Agreement to the contrary, the Agreement shall expire on October 31, 2024. Commencing on November 1, 2024, the Agreement shall be extended for 5 years (“Initial Extension Term”). The term of the Agreement shall thereafter automatically extend for 4 additional terms of 5 years each (each, an “Additional Extension Term”), unless GRANTEE terminates the Agreement by giving GRANTOR notice of such termination at least 30 days prior to the expiration of the Initial Extension Term or then-current Additional Extension Term.

2. Rent. Commencing on November 1, 2024, the monthly rent during the Initial Extension Term shall be \$900.00 to be paid on the first day of the month in advance to GRANTOR or such other person as GRANTOR may designate in writing at least 30 days in advance of any rental payment date. Thereafter, commencing on November 1, 2029, monthly rent for each Additional Extension Term shall increase by 10% upon commencement of each Additional Extension Term.

3. Rent Credit. This Second Amendment provides for a reduction in rent, effective November 1, 2024. The Parties acknowledge and agree that GRANTEE shall be entitled to a credit in the event of any overpayment of rent resulting from said reduction in rent. Such credit shall be applied against GRANTEE’s rent due under the Agreement.

4. Continued Effect. Except as amended hereby, all of the other terms and conditions of the Agreement shall remain in full force and effect. In the event of a conflict between any term and provision of the Agreement and this Second Amendment, the terms and provisions of this Second Amendment shall control. In addition, except as otherwise stated in this Second Amendment, all initially capitalized terms shall have the same respective defined meaning stated in the Agreement. All captions are for reference purposes only and shall not be used in the construction or interpretation of this Second Amendment.



5. Ratification and Reaffirmation. GRANTOR and GRANTEE do hereby ratify, reaffirm, adopt, contract for and agree to be, or continue to be, bound by all of the terms and conditions of the above-referenced Agreement. Except as modified by this Second Amendment, all of the terms and conditions of the Agreement are incorporated by reference herein as if set forth at length. It is acknowledged and agreed that the execution of this Second Amendment by the Parties is not intended to and shall not constitute a release of either Party from any obligation or liability which said Party has to the other pursuant to the Agreement.

[SIGNATURE PAGE TO FOLLOW]



IN WITNESS WHEREOF, this Second Amendment is effective and entered into as of the date last written below.

GRANTOR:

The City of Tenino, Washington

By: _____

Name: _____

Title: _____

Date: _____

GRANTEE:

**Cellco Partnership
d/b/a Verizon Wireless**

By: _____

Name: Sergei Mislevy

Title: AVP-Ntwk Reg/RE

Date: _____



INCLUDE THIS ACKNOWLEDGMENT PAGE FOR SITES LOCATED IN OH AND WA.
DELETE FOR ALL OTHER STATES

GRANTOR ACKNOWLEDGMENT

STATE OF _____)
) ss:
COUNTY OF _____)

On the ___ day of _____ in the year ___ before me, the undersigned, a notary public in and for said state, personally appeared _____, personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is (are) subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their capacity(ies), and that by his/her/their signature(s) on the instrument, the individual(s) or the person upon behalf of which the individual(s) acted, executed the instrument.

Notary Public: _____
My Commission Expires: _____

GRANTEE ACKNOWLEDGMENT

STATE OF _____)
) ss:
COUNTY OF _____)

On the ___ day of _____ in the year ___ before me, the undersigned, a notary public in and for said state, personally appeared _____, personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is (are) subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their capacity(ies), and that by his/her/their signature(s) on the instrument, the individual(s) or the person upon behalf of which the individual(s) acted, executed the instrument.

Notary Public: _____
My Commission Expires: _____

