

# City of Tenino

149 Hodgen Street South  
Tenino, WA 98589

**City Council Meeting**  
**Tuesday, August 25, 2020 at 6:30 PM**

## **Agenda**

### **WORK SESSION**

1. The Tenino Community Service Center (TCSC) is working with the US Department of Housing and Urban Development to obtain a new, refrigerated, delivery truck. One of the requirements is that they must be able to show a secure storage location when the truck is not being used. TCSC has identified an area within their "footprint" that can be fenced off to meet that requirement. They have selected a contractor to install the fence and have asked the City for financial assistance.

Because TCSC provides much-needed assistance to Tenino residents, in some cases, the only assistance available within the City, and because the COVID-19 pandemic has increased both the volume and quantity of food required to be distributed, it is in the best interests of the City to support TCSC in their effort to secure the truck.

Because it is sometimes necessary to load the truck and park it overnight, there is also a requirement to provide "shore power" to the truck to run the refrigeration units. There is no "shore power" outlet currently available, and it is estimated to cost approximately \$1500, it is also in the City's best interest to assist TCSC in establishing "shore power" capability.

Because this issue is a direct result of the government response to the COVID-19 pandemic, this grant will be eligible for reimbursement through CARES Act funding.

2. Thurston County proposes to replace the Health and Human Services Council (HHSC) with a Regional Housing Council (RHC).

The proposed Interlocal Agreement (ILA) for the RHC uses the same methodology for representation as does the TCOMM/911 ILA in that Tenino would not have a voting seat on the Council, unless Tenino were elected by all those entities who represent less than 5% of the County's inhabitants.

Even so, the City would be required to provide a "decision-maker" to each Council Meeting and may be required to provide both in-kind contributions, as well as funds (under certain conditions).

### **CALL TO ORDER**

### **AGENDA APPROVAL**

3. Agenda for the August 25, 2020, Regular Meeting of the Tenino City Council.

**Recommended action:** Move to approve the agenda as presented.

**APPROVAL OF MINUTES**

- 4. Minutes of the August 11, 2020, Regular Meeting of the Tenino City Council.

**Recommended action:** Move to approve the minutes of the August 11, 2020, Regular Meeting of the Tenino City Council as presented.

**CONSENT CALENDAR**

- 5. Payroll EFT's in the amount of \$18,057.40 and Claims Checks #29284 through #29312, and other EFT's in the amount of \$65,309.63 for a Grand Total of \$83,367.03

**Recommended action:** Move to approve EFT's and Vouchers as presented.

- 6. Liquor and Cannabis Licenses:

New Licenses:

Renewals: Change of Corporate Officers: Nine Dragons Project, LLC

**Recommended action:** Move to approve the LCB applications as presented.

**EXECUTIVE SESSION**

**PRESENTATIONS**

**PUBLIC COMMENTS**

**PUBLIC HEARING**

**PROCLAMATIONS**

- 7. Tuesday, September 22, 2020 is National Voter Registration Day.

**OLD BUSINESS**

**NEW BUSINESS**

- 8. The Administration wishes Council to approve a one-time grant in the amount of \$4416.00 in favor of the Tenino Community Service Center (TCSC), doing business as Tenino Food Bank Plus, to enable them to meet HUD requirements for the overnight storage of a new delivery truck .

**Recommended action:** Move to approve a one-time grant in the amount of \$4416.00 for the Tenino Community Service Center

- 9. Thurston County proposes to replace the Health and Human Services Council (HHSC) with a Regional Housing Council (RHC).

**Recommended action:** Move to reject the proposal unless each City and Town in the County is provided a voting seat on the Council.

## **RESOLUTIONS**

## **ORDINANCES**

## **REPORTS**

10. 1) Chamber of Commerce
  - 2) Economic Development Council (EDC)
  - 3) Experience Olympia & Beyond (VCB)
  - 4) Fire District
  - 5) Library
  - 6) Museum
  - 7) Tenino Community Services
11. 1) ARCH Commission
  - 2) Civil Service Commission
  - 3) Planning Commission
  - 4) Facade Improvement Grant Review Committee
  - 5) Finance Committee
  - 6) Public Safety Committee
- [12.](#) 1) Chief of Police
  - 2) Director of Public Works
  
  - 3) City Planner / Building Official
  
  - 4) City Attorney
  - 5) Clerk/Treasurer
  - 6) Mayor
- [13.](#) 1) Bucoda/Tenino Healthy Action Team (BTHAT)
  - 2) Community Investment Partnership (CIP)
  - 3) Solid Waste Advisory Board
  - 4) TCOMM/911

5) Tenino School Board

6) Thurston Regional Planning Council (TRPC)

7) South Thurston Economic Development Initiative (STEDI)

8) Transportation Policy Board

**PUBLIC COMMENTS 2**

**ANNOUNCEMENTS**

**ADJOURNMENT**

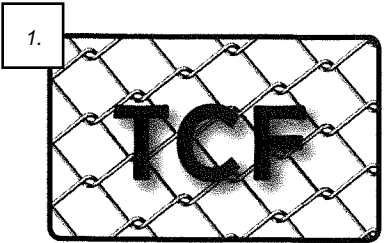
**File Attachments for Item:**

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# TRI-COUNTY FENCE, LLC

Commercial & Residential Fencing

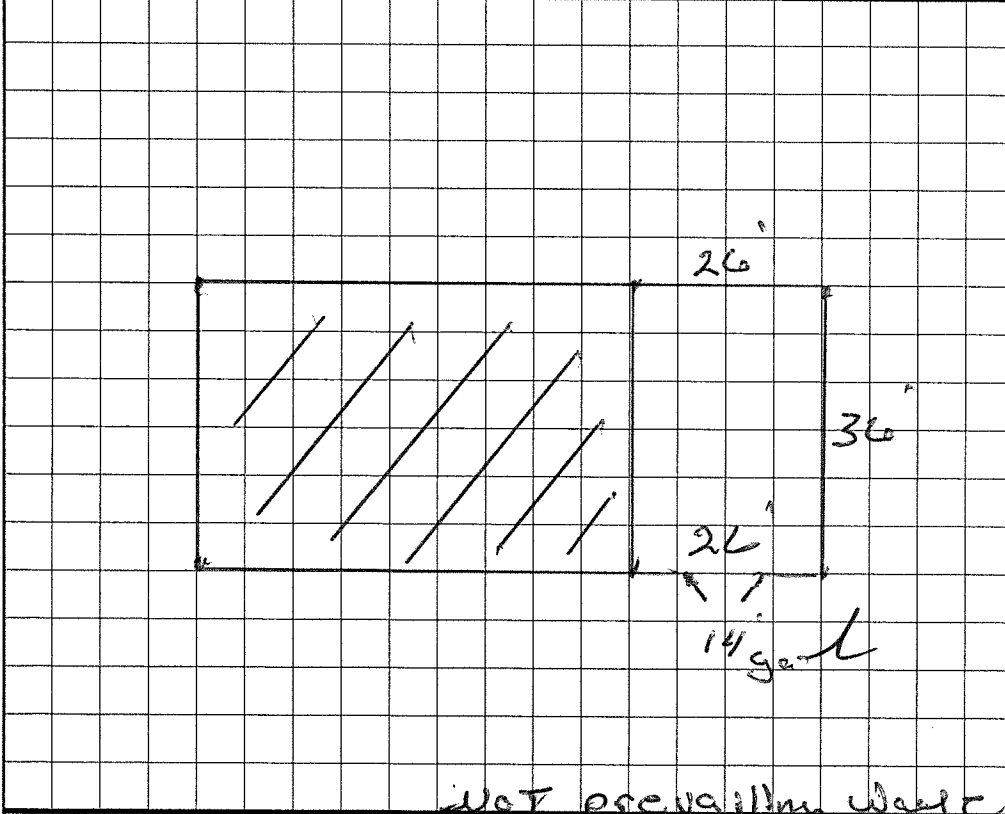
WA Lic. #TRICOFL832DU

PO Box 1048 ♦ Tenino, WA 98589  
 (360) 264-1240 ♦ Cell: (360) 669-6750

# PROPOSAL

Name <u>Tenino Food Bank</u>		Date <u>8-11-2020</u>	Job #
Billing Address <u>7418 Sessay ST</u>		Job Name	
City <u>Tenino</u>	State <u>WA</u>	Zip <u>98589</u>	Address
Contact <u>Judy</u>	City	State	Zip
Ph.	Fax	Contact	Ph.

<input type="checkbox"/> Commercial	<input checked="" type="checkbox"/> Chain Link	<input checked="" type="checkbox"/> Gates	<input checked="" type="checkbox"/> Control	<input type="checkbox"/> Concrete	By Customer:	By Tri-County Fence:
<input checked="" type="checkbox"/> Residential	<input type="checkbox"/> Wood	<input type="checkbox"/> Rail	<input type="checkbox"/> Level	<input type="checkbox"/> Black Top	<input checked="" type="checkbox"/> Clear Fence Lines	<input type="checkbox"/>
<input type="checkbox"/> Labor	<input type="checkbox"/> Ornamental	<input type="checkbox"/>	<input type="checkbox"/> Step	<input checked="" type="checkbox"/> Rocky <u>X</u>	<input checked="" type="checkbox"/> Dirt Removal	<input type="checkbox"/>
<input type="checkbox"/> Material	<input type="checkbox"/> Vinyl	<input type="checkbox"/>	<input type="checkbox"/> Dog Tight	<input type="checkbox"/> Hard Pan	<input checked="" type="checkbox"/> Hauling of Debris	<input type="checkbox"/>
	<input type="checkbox"/> Field Fence	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/> Dirt		



Posts Set In:	<input checked="" type="checkbox"/> Concrete	<input type="checkbox"/> Dirt
<b>Amount</b>	<b>Type</b>	<b>Height</b>
LF 88'	6"	CL
LF		
<b>Item</b>	<b>Type</b>	<b>Size</b>
Fabric	11g	6"
Top Rail	11g	15/18
Mid Rail		
Bottom	9g	Tensar
Brace		
Barb-Wire		
Line-Post	17/18	
Corner Post	23/18	
Gate Post	14g	27/18
Walk Gate		
Drive Gate	6 x 14	
Slide Gate		

**Tri-County Fence, LLC** will provide a 1 full year warranty on all materials and labor.

Contract: buyer and **Tri-County Fence, LLC**:

1. Agrees to provide all materials to be delivered at a reasonable time.
2. Buyer is required to put a down payment before work may begin.
3. Buyer has full responsibility for fence line locations where materials will be installed.
4. **Tri-County Fence, LLC** will be responsible for calling utility locates and customer will be responsible for private utilities such as propane tanks, sewer line and sprinkler systems.

This contract does not waive any other remedy that **Tri-County Fence, LLC** may have.

[Signature]  
 Tri-County Fence, LLC Agent

\_\_\_\_\_  
 Owner / Owner Agent

\_\_\_\_\_  
 Date

\_\_\_\_\_  
 Date

<b>Base Bid</b>	2700.00
<b>Alter</b>	
<b>Removal</b>	
<b>Tax</b>	8.0% 216.00
<b>Total</b>	2916.00
<b>Deposit</b>	1450.00
<b>Balance Due</b>	

**File Attachments for Item:**

2. Thurston County proposes to replace the Health and Human Services Council (HHSC) with a Regional Housing Council (RHC).

The proposed Interlocal Agreement (ILA) for the RHC uses the same methodology for representation as does the TCOMM/911 ILA in that Tenino would not have a voting seat on the Council, unless Tenino were elected by all those entities who represent less than 5% of the County's inhabitants.

Even so, the City would be required to provide a "decision-maker" to each Council Meeting and may be required to provide both in-kind contributions, as well as funds (under certain conditions).

**INTERLOCAL AGREEMENT FOR  
DISSOLVING THE HEALTH AND HUMAN SERVICES COUNCIL, THE COMMUNITY  
INVESTMENT PARTNERSHIP, AND CREATING THE REGIONAL HOUSING COUNCIL**

THIS INTERLOCAL AGREEMENT ("Agreement") is entered into pursuant to the authority of Chapter 39.34 RCW in duplicate originals between the City of Olympia, Washington, a Washington municipal corporation; the City of Lacey, Washington, a Washington municipal corporation; the City of Tumwater, Washington, a Washington municipal corporation; the City of Rainier, Washington, a Washington municipal corporation; the City of Tenino, Washington, a Washington municipal corporation; the City of Yelm, Washington, a Washington municipal corporation; Thurston County, Washington, a Washington municipal corporation; and the Town of Bucoda, Washington, a Washington municipal corporation; collectively referred to as "Jurisdictions" and individually as "Jurisdiction."

In consideration of the terms, conditions, covenants, and performances contained herein, it is mutually agreed by the Jurisdictions as follows:

**WHEREAS**, there is a homeless crisis in Thurston County; and

**WHEREAS**, the Thurston County Board of Health ("BOH") has declared homelessness a public health crisis; and

**WHEREAS**, the Thurston County Board of County Commissioners ("BoCC") has adopted a five-year Homeless Crisis Response Plan ("HCRP"); and

**WHEREAS**, the City of Olympia has also declared a public health emergency related to homelessness and is developing a Homeless Response Plan; and

**WHEREAS**, the Cities of Tumwater and Lacey have invested significant time and energy developing strategic approaches to homelessness and housing issues; and

**WHEREAS**, the COVID-19 pandemic has dramatically compounded the emergent housing and homeless situation in Thurston County; and

**WHEREAS**, the residential vacancy rate is below 5% and rental rates have continued to climb making housing less affordable to a growing segment of area residents; and

**WHEREAS**, in the urban portion of the county, approximately 50% of the residents are renters; and

**WHEREAS**, Thurston County's poverty rate is 11% and the United Way's ALICE (Asset Limited, Income Constrained, Employed) report indicates that 36% of Thurston County households are rent burdened, which is defined as paying more than 30% of their income for housing; and

**WHEREAS**, the Jurisdictions agree that it is mutually beneficial to share decision making responsibilities related to homelessness and affordable housing in Thurston County; and

**WHEREAS**, the Jurisdictions agree that it is mutually beneficial to collaborate to expand

affordable housing options and share the planning for, identification of, and resource allocation to activities and programs intended to support individuals experiencing homelessness in Thurston County; and;

**WHEREAS**, the Jurisdictions agree that by collaborating, these activities and programs will be delivered more efficiently and effectively and the costs and impacts of managing them will be shared equitably by the Jurisdictions; and

**WHEREAS**, the Jurisdictions agree that dissolving the Health and Human Services Council ("HHSC") and creating the Regional Housing Council ("RHC") will aid in efficient and effective decision making related to responding to the homeless and housing affordability crisis.

**NOW, THEREFORE**, it is hereby agreed as follows:

**1. Regional Housing Council to Replace Health and Human Services Council.**

The signatories of this agreement hereby agree to dissolve the HHSC and create the RHC. All records related to the HHSC shall be preserved by Thurston County. Dissolving the HHSC does not change any prior commitments made by that Council. Any assets remaining with the HHSC are hereby transferred to the RHC.

**2. Purpose of the RHC.**

- A. The primary purpose of the RHC is to leverage resources and partnerships through policies and projects that promote equitable access to safe and affordable housing. The RHC will consider issues specifically related to funding a regional response to homelessness and affordable housing and how to better coordinate existing funding programs, which may include, RCW 36.22.179 (ESSHB 2163) and RCW 36.22.178 (SHB 2060) funds, HOME Investment Partnership Program ("HOME"), Consolidated Homeless Grant ("CHG"), Housing and Essential Needs ("HEN"), RCW 82.14.540 (SHB 1406), Community Development Block Grant ("CDBG") and other related funding sources such as a regional home fund to help implement the five-year HCRP and increase affordable housing options.
- B. To achieve this purpose, the RHC may assist in monitoring the implementation of the County's five-year HCRP by setting priorities and making funding decisions on projects and programs that implement the HCRP. Additionally, the RHC may provide a forum for consideration of policy options related to homelessness and to encourage development of regional approaches to planning for, responding to, and funding homeless services and facilities and expanding affordable housing options.

**3. Term.**

The term of this Agreement shall be effective upon the approval of the last Jurisdiction's governing body, and shall be effective for five years, unless amended pursuant to Section 12 of this Agreement. Prior to commencement, this Agreement shall be filed or posted in accordance with RCW 39.34.040. This Agreement may be extended upon the mutual written approval of the Jurisdictions on an annual basis thereafter.

#### 4. Governance.

- A. The RHC shall consist of one voting member and one alternate member from each of the Jurisdictions which comprise more than 5% of the county population.
- B. Individual jurisdictions which comprise less than 5% of the county population may participate on the RHC in a non-voting capacity.
- C. One voting member and one alternate member shall be selected by and from the group of Jurisdictions whose population is 5% or less of the county population.
- D. Each Jurisdiction shall send a decision-making member of its staff to support and participate on the RHC in a non-voting capacity.
- E. The chairs of the Technical and Communications Working Teams, as established in Section 9 of this Agreement and the program manager of the Lead Agency, as established in Section 8 of this Agreement, shall serve in an ex officio capacity and will also participate in the RHC in a non-voting capacity.
- F. The RHC may invite subject matter experts, such as representatives of the Housing Action Team ("HAT"), to provide input and information to inform the work of the RHC. The RHC recognizes the role of the Homeless Housing Hub ("HHH") as the local Continuum of Care.
- G. All meetings of the RHC shall be open and public as provided for in Title 42.30 RCW.
- H. A quorum, defined as a minimum of three (3) voting members, is required to hold a meeting.
- I. It is the intent of the RHC to operate based on consensus. If a consensus cannot be achieved, action by the RHC shall be by vote of those members present. A minimum of three (3) affirmative votes are required to approve an action. Absent voting members cannot delegate their voting authority, however, alternate members shall have full voting rights when the regular member is not present. Non-voting members, decision-making staff (as specified in Paragraph D of this Section), Working Team Chairs, and ex officio members shall not have a vote; however, they are encouraged to participate in committee discussions and deliberations.
- J. If necessary, actions taken by the RHC shall be taken for final consideration and approval to the respective legislative Councils and Commissions.
- K. Officers shall be elected annually by vote of the members. The RHC shall annually elect a chair and vice-chair. Either the chair or vice-chair shall be from the Lead Agency, as described in Section 8 of this Agreement. The duties of the chairs shall be to preside over the RHC meetings and provide a direct link to the RHC with administrative staff of the Lead Agency. The vice chair will preside over the RHC meeting if the chair is not present and will support the chair in their duties.

- L. Membership of the RHC may only be increased or changed following an affirmative vote of the members of the RHC and by amending this Agreement as provided in Section 12 below.
- M. The RHC may adopt a set of bylaws setting forth the manner in which it will perform its functions.

**5. Scope of Work.**

- A. The responsibilities of the RHC SHALL include, but are not limited to:
  - a. Making recommendations to regional elected and appointed leaders on funding decisions related to implementing the five year HCRP and expanding shelter and affordable housing, including but not limited to ESSHB 2163 and SHB 2060 funds, HOME, CHG, HEN, SHB 1406, dollars and other funding sources as may be created or identified in the future.
  - b. Recommending an annual RHC budget, which shall detail the authorized expenditures for the coming fiscal year, for approval by the governing body of each Jurisdiction. The fiscal year for the RHC shall be July 1 to June 30.
  - c. Establishing an annual RHC work plan, specifying the activities planned for the coming fiscal year, to accompany the recommended annual budget.
  - d. Submitting an annual report to the governing body of each Jurisdiction, apprising that Jurisdiction of the tasks undertaken and accomplishments of the RHC in the previous fiscal year.
- B. The responsibilities of the RHC MAY include, but are not limited to:
  - a. Monitoring the five-year HCRP and support actions necessary to implement the plan.
  - b. Identifying and supporting projects, programs, and policies that increase shelter and affordable housing throughout the region.
  - c. Identifying and supporting projects, programs, and policies that further the objectives of the HCRP and will reduce the number of unsheltered individuals living in the Jurisdictions.
  - d. Identifying and supporting the construction and operation of supportive housing options and units in the Jurisdictions.
  - e. Serving as a regional forum for development and implementation of policies, programs, and projects related to homelessness and affordable housing.
  - f. Developing communication protocols to assist local elected officials and the

community in understanding the extent and nature of the homeless and housing crisis in the Jurisdictions.

- g. Considering changes to the organization structure necessary to create organizational capacity to effectively carry out these responsibilities over the long term. This may include a review of role and relationship between the RHC and the HHH, HAT, and other groups playing a role in the housing and homeless policy development and funding decisions.
- h. Taking other appropriate and necessary action to carry out the purposes of this Agreement, provided that any commitment of resources outside the scope of the annual budget or policies not within the annual work plan shall be subject to the ultimate approval of the governing bodies.

## 6. Funding.

- A. Members agree to pool funding including, but not limited to, ESHB 2163, SHB 2060, HOME, CHG, SHB 1406, Human Services Fund (HSF), and other related funding sources as may be identified or created in the future to the extent allowed by federal and state law.
- B. The Jurisdictions comprising 5% or more of the County population shall allocate a minimum annual amount equal to not less than one half of one percent of the last full year of general sales and use taxes pursuant to RCW 82.14.030(1) as of the time the jurisdiction is adopting its budget to HSF for projects, programs, and activities providing direct support to our Jurisdictions' most vulnerable residents. For example, the 2020 funding contribution for a jurisdiction adopting its budget in the fall of 2019 would be based upon the 2018 full year of collections. In addition, any jurisdiction may choose to contribute additional funding subject to the approval of its Council and the requirements of the applicable fund source. The funds will be incorporated as part of the RHC's purview. Funds remaining at the end of the calendar year shall be available for expenditure in the following year. The Lead Agency shall earmark such funds for future expenditures, and, if necessary, budget the same in the adoptive budget for the ensuing year.
  - a. The Lead Agency will utilize 10% of the annual required funding contribution by the participating Jurisdictions, pursuant to Section 6.B, above, for administrative costs, such as contract and fiscal management.
  - b. Jurisdictions that individually comprise less than 5% of the county population shall be exempt from the HSF allocation.
- C. All funds contributed by members of the RHC and any other funds devoted to the purposes set forth in this Agreement, shall be deposited in the treasury of the Lead Agency, as described in Section 8, for the period in which the funds are to be expended.
- D. The SHB 2060 surcharge funds will be used as the twenty-five percent (25%)

match requirement for HOME entitlement funds.

- E. Unspent funds may be carried over and used in subsequent years to the extent allowed by federal and state law for projects, programs, and activities consistent with this Agreement.
- F. The RHC will make funding recommendations and will serve in an advisory capacity to the BoCC, which have final approval of awards and distribution of grant funding. The BoCC shall give substantial weight and consideration to the recommendations of the RHC. With respect to the HSF, the BoCC will authorize funding for these grants, but will not change the award selection.
- G. In the event the BoCC deviates from the funding recommendations provided by the RHC, the BoCC will provide revised recommendations to the RHC for consideration. After the RHC reviews the BoCC revised recommendations, the RHC will submit a final recommendation to the BoCC. The BoCC will assess the final recommendations by the RHC and make a final decision.
- H. Jurisdictional allocations of the CDBG fund shall take into consideration the goals, objectives, programs, and projects developed and approved by the RHC.

#### **7. Contribution.**

- A. Each Jurisdiction that is a member under Section 4.A of this Agreement, shall strive to make an in-kind contribution of up to 0.25 FTE staff to support the work of the RHC. Staff support may include, but is not limited to, participation on Working Teams as defined under Section 9 of this Agreement, tasks identified in the annual work plan required under Section 5.A.c, or tasks to support the operation of the RHC. As needed, Jurisdictions shall discuss dedicating additional staff resources beyond a 0.25 FTE to achieve the annual work plan or to implement special projects.
- B. Costs associated with the operations of the RHC in excess of the revenues available from program funded administrative allocations shall be distributed among the Jurisdictions on a pro rata basis using the most recent population figures provided by the State of Washington:
- C. These operational costs may include but are not limited to staff, office space, furnishing, equipment and supplies, and administrative overhead necessary for the Lead Agency to support the RHC. Where administrative dollars are provided for in the funding source, these funds shall be used to offset operational costs of the RHC to the extent allowed by the funding source. These administrative costs shall be allocated to the Fiscal Agent of the RHC, as described in Section 8 of this Agreement.

#### **8. Lead Agency.**

Thurston County will act as the Fiscal Agent and Lead Agency on behalf of the Jurisdictions in administering all contracts and processing all invoices and receipts. Thurston County shall

name a program manager who shall be responsible for the operations of the RHC. The task of the program manager will include, but are not limited to: meeting coordination and agenda preparation in consultation with the chair and vice-chair, preparation of meeting minutes, support to develop and implement the annual work plan, and coordination of the annual request for proposal and award process. The Lead Agency will submit invoices to each Jurisdiction for their share of the costs as identified in Section 6.B.a. The Jurisdiction will remit payment to the Lead Agency no later than 30 days from the date of the invoice.

The Lead Agency and Fiscal Agent roles shall be revisited every 5 years throughout the duration of this Agreement.

#### **9. Working Teams.**

The RHC may use the following staff Working Teams to inform and support the RHC:

- Technical Working Team to provide objective technical feedback regarding project and policy proposals.
- Communications Working Team to develop clear and coordinated communications around project and policy proposals and funding recommendations

Each voting member Jurisdiction that is a member under Section 4.A of this Agreement will assign at least one staff member to participate on each Working Team. The RHC may create additional Working Teams or dissolve Working Teams in accordance with Section 4.I of this Agreement.

#### **10. Relationship of the Jurisdictions.**

This Agreement is for the benefit of the Jurisdictions, No separate legal entity is created by this Agreement. No administrator or joint board is created by this Agreement, although a Fiscal Agent and Lead Agency are established by Section 8 herein. No personal or real property is to be jointly acquired or held. Each Jurisdiction is responsible for directing the work of its staff. RHC members may not direct or supervise the work of staff from another Jurisdiction. An RHC chair or vice-chair may coordinate and work with staff from another Jurisdiction to fulfill the responsibilities of the RHC.

#### **11. Indemnification and Hold Harmless.**

- A. To the extent permitted by law, each Jurisdiction agrees to indemnify, defend, and hold harmless the other Jurisdiction, their officers, officials, employees, agents, and volunteers from and against any and all claims, demands, damages, losses, actions, liabilities, expenses, and judgments of any nature whatsoever, including without limitation, court and appeal costs and attorneys' fees, to or by any and all persons or entities, including without limitation, their respective agents, licensees, or representatives, caused by or arising out of any negligent act, errors, or omissions, of that Jurisdiction, its employees, agents, or volunteers or arising out of, in connection with, or incident to that Jurisdiction's performance or failure to perform any aspect of this Agreement.

- B. The Jurisdictions waive their immunity under the Washington State Industrial Insurance Act, Title 51 RCW, to the extent required by this indemnification and hold harmless provision. Provided, however, the foregoing waiver shall not in any way preclude a Jurisdiction from raising such immunity as a defense against any claim brought against a Jurisdiction by any of the Jurisdiction's respective employees. This waiver has been mutually negotiated by the Jurisdictions.
- C. The provisions of this section shall survive the completion or expiration of this Agreement or termination whether termination is by all Jurisdictions, or by one or more Jurisdictions.
- D. The Jurisdictions agree to support each other in pursuing these purposes and responsibilities and operate in good faith and partnership in carrying them out. Risk and accountability shall be shared to the extent possible by the Jurisdictions.

## 12. Amendments.

This Agreement may be amended as needed by mutual written agreement of all Jurisdictions as executed by each Jurisdiction's authorized governing authority as provided in Chapter 39.34 RCW.

## 13. Termination.

This Agreement may be terminated as to any single Jurisdiction when the terminating Jurisdiction provides written notice to all other Jurisdictions, as set out in Section 14, at least 60 days prior to its intended withdrawal from this Agreement. The withdrawing Jurisdiction agrees to be responsible for its share of any costs incurred or encumbered pursuant to this Agreement through the remainder of the year of such withdrawal.

## 14. Jurisdiction Representative.

The following are designated as representatives of the respective Jurisdictions. Notice provided for in this Agreement shall be sent to the designated representatives by certified mail to the addresses set forth below. Notice will be deemed received three business days following posting by the U.S. Postmaster.

**City of Lacey**, c/o City Manager, 420 College Street SE, Lacey, WA 98503

**City of Olympia**, c/o City Manager, P.O. Box 1967, Olympia, WA 98507

**City of Rainier**, c/o Mayor, 102 Rochester St., W, Rainier, WA 98576

**City of Tenino**, c/o Mayor, P.O. Box 4019, Tenino, WA 98589

**City of Tumwater**, c/o City Administrator, 555 Israel Road SW, Tumwater, WA 98501

**City of Yelm**, c/o Mayor, 105 Yelm Ave W., Yelm, WA 98597

**Thurston County**, c/o County Manager, 2000 Lakeridge Drive SW, Olympia, WA

98502

**Town of Bucoda, c/o Mayor, P.O. Box 10, Bucoda, WA 98530**

**15. Governing Law and Venue.**

This Agreement has been and shall be construed as having been made and delivered within the State of Washington, and it is agreed by each Jurisdiction hereto that this Agreement shall be governed by the laws of the State of Washington both as to its interpretation and performance. Any action of lawsuit in equity, or judicial proceeding arising out of this Agreement shall be instituted and maintained only in a court of competent jurisdiction in Thurston County, Washington.

**16. Severability.**

If a court of competent jurisdiction holds any part, term, or provision of this Agreement to be illegal, or invalid in whole or in part, the validity of the remaining provisions shall not be affected, and the Jurisdictions' rights and obligations shall be construed and enforced as if the Agreement did not contain the particular provision held to be invalid. If any provision of this Agreement is in direct conflict with any statutory provision of the state of Washington, that provision which may conflict shall be deemed inoperative and null and void insofar as it may conflict and shall be deemed modified to conform to such statutory provision.

**17. Entire Agreement.**

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

**18. Non-Waiver of Rights.**

The Jurisdictions agree that the forgiveness of the nonperformance of any provision of this Agreement does not constitute a waiver of the provisions of this Agreement.

**19. Equal Opportunity to Draft.**

The Jurisdictions have participated and had an equal opportunity to participate in the drafting of this Agreement. No ambiguity shall be construed against any Jurisdiction upon a claim that that Jurisdiction drafted the ambiguous language.

IN WITNESS WHEREOF, the Parties hereto have caused this Interlocal Agreement to be executed by the dates and signature herein under affixed. The persons signing this Interlocal Agreement on behalf of the Parties represent that each has authority to execute this Interlocal Agreement on behalf of the Party entering into this Interlocal Agreement.

**Thurston County**

**City of Lacey**

\_\_\_\_\_  
John Hutchings, Chair of the Board of County Commissioners

\_\_\_\_\_  
Scott Spence, City Manager

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

Approved as to form:  
JON TUNHEIM  
PROSECUTING ATTORNEY

Approved as to form:

By: \_\_\_\_\_  
Deputy Prosecuting Attorney

By: \_\_\_\_\_  
City Attorney

**City of Olympia**

**City of Tumwater**

\_\_\_\_\_  
Steven J. Burney, City Manager

\_\_\_\_\_  
Pete Kmet, Mayor

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

Approved as to form:

Approved as to form:

By: \_\_\_\_\_  
City Attorney

By: \_\_\_\_\_  
City Attorney

**City of Yelm**

**City of Tenino**

\_\_\_\_\_  
JW Foster, Mayor

\_\_\_\_\_  
Wayne Fournier, Mayor

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

Approved as to form:

Approved as to form:

By: \_\_\_\_\_  
City Attorney

By: \_\_\_\_\_  
City Attorney

**City of Rainier**

**Town of Bucoda**

\_\_\_\_\_  
Robert Shaw, Mayor

\_\_\_\_\_  
Alan Carr, Mayor

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

Approved as to form:

Approved as to form:

By: \_\_\_\_\_  
City Attorney

By: \_\_\_\_\_  
City Attorney

**File Attachments for Item:**

4. Minutes of the August 11, 2020, Regular Meeting of the Tenino City Council.

**Recommended action:** Move to approve the minutes of the August 11, 2020, Regular Meeting of the Tenino City Council as presented.

**City Council Meeting  
Tuesday, August 11, 2020**

**Minutes**

**WORK SESSION**

Mayor Fournier was absent due to an employment conflict; Mayor Pro Tempore Gotovac called the Work Session to order at 7:15 pm.

**PRESENT**

Councilmember Linda Gotovac  
Councilmember John O'Callahan  
Councilmember Jason Lawton  
Councilmember Rachel Davidson

**ABSENT**

Councilmember Dave Watterson

1. The Transportation Improvement Board has issued its 2020 "Call for Projects" and Ms. Carol Ruiz, Gibbs & Olson, proposes that the City's #2 priority as indicated in our recently adopted 6-Year Street Plan would make an excellent candidate for a Small City Arterial Program Grant.

Her proposed project would widen the road to provide a 10 ft lane and 4 ft shoulder on the east side, and a 12-foot lane with curb, gutter and sidewalk on the west side. The project will also add catch basins on the east side and an infiltration ditch on the west side to remove runoff from the surface and keep it from running onto private residences. To address any conflict at the intersection of Ritter St. with 4th Ave. and Park Ave., 100 ft of 6 in concrete barrier curb is proposed to be installed from Park Ave. to approximately 50 ft north of 4th Ave., creating a right-in/right-out scenario for vehicles turning off of 4th Ave. onto Ritter St.

Additionally, the City would (using Water Capital Improvement Funds) replace the water mains along the length of the project and (as part of a PSE Schedule 74 grant project) "underground" the electrical distribution lines along the length of the project area.

When completed, the Administration is of the opinion that the "finished product" will serve as an example of how the City can restore infrastructure by leveraging various funding sources.

The SCAP grant total would be \$622,245.00, of which the City would contribute \$31,107.00 (exclusive of water main replacement and undergrounding of electrical lines).

Mayor Pro Tempore Gotovac explained the details of the grant request and C/T Millard showed a graphic of the project area and an illustration of the proposed roadway design.

2. Four months into the COVID-19 pandemic, the number of delinquent utility accounts is on the rise. The Administration has identified three City of Tenino utility account holders whose recent

arrears appear, more likely than not, to be due to the adverse economical affect of the government-mandated response. These account holders do not qualify for a City of Tenino COVID-19 relief grant because their income has not been reduced to the level of the Federal Poverty Guidelines, but that has been reduced enough to force those account holders to make some difficult choices.

Accordingly, the Administration asks the Council to render a finding in the case of the three identified account holders that their arrears would not have occurred absent the COVID-19 pandemic and, therefore, are to be forgiven and reimbursement sought under the CARES Act as a legitimate COVID-19 expense incurred by the City.

Mayor Pro Tempore Gotovac introduced the topic and C/T Millard explained he was attempting to get a sense of the Council's desires about attempting to pro-actively assist the City's utility customers when it appears from the City's records that a customer may be having a COVID-19 related challenge.

#### **CALL TO ORDER**

Mayor Pro Tempore Gotovac called the meeting to order at 7:30 p.m.

#### **PRESENT**

Councilmember Linda Gotovac as Mayor Pro Tem

Councilmember John O'Callahan

Councilmember Jason Lawton

Councilmember Rachel Davidson

#### **ABSENT**

Councilmember Dave Watterson

#### **AGENDA APPROVAL**

3. Agenda for the August 11, 2020, Regular Meeting of the Tenino City Council.

**Recommended action:** Move to approve the agenda as presented.

Motion made by Councilmember O'Callahan, Seconded by Councilmember Lawton to approve the agenda as presented.

Voting Yea: Councilmember O'Callahan, Councilmember Lawton, Councilmember Davidson.

Motion carries 3/0.

#### **APPROVAL OF MINUTES**

4. Minutes of the July 28, 2020 Regular Meeting of the Tenino City Council

**Recommended Action:** Move to approve the minutes of the July 28, 2020 Regular Meeting of the Tenino City Council as presented.

Motion made by Councilmember O'Callahan, Seconded by Councilmember Lawtonto approve the minutes of the July 28, 2020 Regular Meeting of the Tenino City Council as presented.

Voting Yea: Councilmember O'Callahan, Councilmember Lawton, Councilmember Davidson.

Motion carries 3/0.

**CONSENT CALENDAR**

- 5. Payroll EFT's in the amount of 66,975.25 and Claims Checks #29258 through #29283, and other EFT's in the amount of \$28,681.82 for a Grand Total of \$95,657.07

**Recommended action:** Move to approve EFT's and Vouchers as presented.

Motion made by Councilmember O'Callahan, Seconded by Councilmember Lawton to approve the Consent Calendar consisting of Payroll EFT's in the amount of 66,975.25 and Claims Checks #29258 through #29283, and other EFT's in the amount of \$28,681.82 for a Grand Total of \$95,657.07.

Voting Yea: Councilmember O'Callahan, Councilmember Lawton, Councilmember Davidson

Motion carries 3/0.

- 6. Liquor and Cannabis Licenses:

New Licenses: Whitewood Cider

Renewals: Nine Dragons

**Recommended action:** Move to approve the LCB applications as presented.

Motion made by Councilmember O'Callahan, Seconded by Councilmember Lawton to approve the Liquor and Cannabis Licenses as presented.

Voting Yea: Councilmember O'Callahan, Councilmember Lawton, Councilmember Davidson.

Motion carries 3/0.

**EXECUTIVE SESSION**

None

**PRESENTATIONS**

None

**PUBLIC COMMENTS**

None

**PUBLIC HEARING**

None

**PROCLAMATIONS**

None

#### OLD BUSINESS

7. Chief Swain has negotiated a proposed Interlocal Agreement with the Lewis County Sheriff's Office for the "Use of Jail Facilities" as an additional option available for the Tenino Police Department.

This agreement has been reviewed by City Attorney Hughes whose only caution is that we budget an appropriate amount for inmate medical care in the upcoming budget.

**Recommended action:** Move to authorize Mayor Fournier to enter into an Interlocal Agreement with the Lewis County Sheriff's Office for the Use of Jail Facilities.

Motion made by Councilmember O'Callahan, Seconded by Councilmember Lawton to approve Mayor Fournier to enter into an Interlocal Agreement with the Lewis County Sheriff's Office for the Use of Jail Facilities.

Voting Yea: Councilmember O'Callahan, Councilmember Lawton, Councilmember Davidson.

Motion carries 3/0.

#### NEW BUSINESS

8. The SCAP Grant application for Ritter Street must include a funding commitment in the amount of \$31,107.00 as the matching component.

**Recommended action:** Move to approve the commitment of \$31,107.00 in fiscal year 2021 as matching funds for the Ritter Street SCAP Grant proposal.

Motion made by Councilmember O'Callahan, Seconded by Councilmember Davidson to approve the commitment of \$31,107.00 in fiscal year 2021 as matching funds for the Ritter Street SCAP Grant proposal.

Voting Yea: Councilmember O'Callahan, Councilmember Lawton, Councilmember Davidson.

Motion carries 3/0.

9. Some utility customers have been adversely affected by the COVID-19 emergency such that they have been unable to pay all, or a significant portion, of their City water and sewer utility bills. These individuals have not been reduced to the level of the Federal Poverty Guidelines, and so do not qualify for a City of Tenino COVID-19 Relief Grant.

**Recommended action:** Move to find that the inability to pay any portion of a City utility account is detrimental to the health and welfare of the Citizens of Tenino and injures the City as a whole. Further move to forgive the utility arrearages for those customers who can prove their inability to pay any portion of their City utility account due either to COVID-19 or to the government-mandated response thereto, but who do not qualify for a City of Tenino COVID-19 Relief Grant. Move also to confer the authority for making future such decisions regarding individual account holders to the Clerk/Treasurer.

Motion made by Councilmember O'Callahan, Seconded by Councilmember Lawton to approve to forgive the utility arrearages for those customers who can prove their inability to pay any portion of their City utility account due either to COVID-19 or to the government-mandated response thereto, but who do not qualify for a City of Tenino COVID-19 Relief Grant. Move also to confer the authority for making future such decisions regarding individual account holders to the Clerk/Treasurer.

Voting Yea: Councilmember O'Callahan, Councilmember Lawton, Councilmember Davidson.

Motion carries 3/0.

## RESOLUTIONS

None

## ORDINANCES

None

## REPORTS

**Library:** Linda reported they still remain closed to the public pending cleaning issues resolution.

**Museum:** Councilmember O'Callahan reported they are open on the weekends and are starting to do more posting on their website and facebook.

**ARCH:** Mayor Pro-Tem Gotovac invited the public to apply for the opening on this Commission. The application is on the City's website.

10. 1) Chamber of Commerce
- 2) Economic Development Council (EDC)
- 3) Experience Olympia & Beyond (VCB)
- 4) Fire District
- 5) Library
- 6) Museum

**Library:** Linda reported they still remain closed to the public pending cleaning issues resolution.

**Museum:** Councilmember O'Callahan reported they are open on the weekends and are starting to do more posting on their website and facebook.

11. 1) ARCH Commission: Mayor Pro-Tem Gotovac invited the public to apply for the opening on this Commission. The application is on the City's website.
- 2) Civil Service Commission
- 3) Planning Commission

- 4) Facade Improvement Grant Review Committee
  - 5) Finance Committee
  - 6) Public Safety Committee
12. 1) Chief of Police
- 2) Director of Public Works
  - 3) City Planner / Building Official
  - 4) City Attorney
  - 5) Clerk/Treasurer: C/T Millard provided a written report.
  - 6) Mayor
13. 1) Bucoda/Tenino Healthy Action Team (BTHAT)
- 2) Community Investment Partnership (CIP)
  - 3) Solid Waste Advisory Board
  - 4) TCOMM/911
  - 5) Tenino School Board: Councilmember Davidson reported the school has decided school will not be opening face to face until maybe January. It will all be remote learning. The Middle School sports are going strong. She will not have another report until January 2021.
  - 6) Thurston Regional PLanning Council (TRPC)
  - 7) South Thurston Economic Development Initiative (STEDI)
  - 8) Transportation Policy Board

#### **PUBLIC COMMENTS 2**

**George Sharp:** Mr. Sharp informed the Council and public that the Thurston Strong Micro Business Grants and Childcare Provider Grants are available through the Thurston Economic Development Council, and that Personal Protective Equipment is still being distributed at no cost at their business offices in Lacey.

#### **ANNOUNCEMENTS**

14. The Association of Washington Cities' Center for Quality Communities has issued an appeal for scholarship donations. Please see the attached flyer for details.

#### **ADJOURNMENT**

Meeting adjourned at 7:47 pm.

**File Attachments for Item:**

5. Payroll EFT's in the amount of \$18,057.40 and Claims Checks #29284 through #29312, and other EFT's in the amount of \$65,309.63 for a Grand Total of \$83,367.03

**Recommended action:** Move to approve EFT's and Vouchers as presented.

**Consent Calendar consisting of August 11, 2020 through August 25, 2020:**

**Payroll EFT's in the amount of \$18,057.40**

- **Claims Checks #29284 through #29312 and EFT's in the amount of \$65,309.63**

**for a grand total of \$83,367.03**

**Liquor and Cannabis License Applications/  
Renewals:**

CHECK REGISTER

5.

City Of Tenino  
MCAG #: 0757

08/12/2020 To: 08/25/2020

Time: 14:13:10 Date: 08/25/2020

Page: 2

Trans	Date	Type	Acct #	Chk #	Claimant	Amount	Memo
3077	08/25/2020	Claims	5	29303	Rochester Lumber	370.66	
3078	08/25/2020	Claims	5	29304	Maria Rodriguez	138.24	
3079	08/25/2020	Claims	5	29305	SCJ Alliance	3,758.75	
3080	08/25/2020	Claims	5	29306	Schaeffer's Mfg. Co.	348.20	
3081	08/25/2020	Claims	5	29307	Tenino Marketfresh	101.00	
3082	08/25/2020	Claims	5	29308	Tyler Rentals	3,968.89	
3083	08/25/2020	Claims	5	29309	USA BlueBook	500.62	
3084	08/25/2020	Claims	5	29310	WA State Auditor	3,361.60	
3085	08/25/2020	Claims	5	29311	WA State Dept of Enterprise Services	85.00	
3086	08/25/2020	Claims	5	29312	Wilson Parts Corporation	10.89	
						29,269.01	
001 General Government Fund #001							
002 Quarry Pool Fund #002						10.42	
101 City Street Fund #101						753.45	
310 Municipal Capital Imp Fund 310						370.66	
401 Water Fund						8,154.25	
402 Water Capital Imp Fund						21,625.51	
410 Sewer Fund						10,122.78	
421 Sewer Capital Improvement Fund						13,060.95	
						<hr/>	
						Claims:	65,309.63
						83,367.03 Payroll:	18,057.40

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 \_\_\_\_\_ 2020.

\_\_\_\_\_  
Clerk/Treasurer

\_\_\_\_\_  
Mayor

\_\_\_\_\_  
Councilmember

\_\_\_\_\_  
Councilmember

\_\_\_\_\_  
Councilmember

\_\_\_\_\_  
Councilmember

\_\_\_\_\_  
Councilmember

# CHECK REGISTER

5.

City Of Tenino  
MCAG #: 0757

08/12/2020 To: 08/25/2020

Time: 14:13:10 Date: 08/25/2020

Page: 1

Trans	Date	Type	Acct #	Chk #	Claimant	Amount	Memo
2918	08/12/2020	Claims	5	EFT	Retail Lockbox Merchant Services, LLC	8.75	
2928	08/13/2020	Claims	5	EFT	Retail Lockbox Merchant Services, LLC	10.00	
2944	08/14/2020	Claims	5	EFT	Retail Lockbox Merchant Services, LLC	5.00	
2956	08/18/2020	Claims	5	EFT	Retail Lockbox Merchant Services, LLC	7.50	
2959	08/18/2020	Claims	5	EFT	Retail Lockbox Merchant Services, LLC	5.00	
2962	08/18/2020	Claims	5	EFT	Retail Lockbox Merchant Services, LLC	3.75	
2963	08/20/2020	Payroll	5	EFT	Veronica A Barnes	1,340.31	
2964	08/20/2020	Payroll	5	EFT	Miles Cannon	1,063.18	
2965	08/20/2020	Payroll	5	EFT	Troy LK Cannon	1,901.80	
2966	08/20/2020	Payroll	5	EFT	Samantha L Garcia	1,415.72	
2967	08/20/2020	Payroll	5	EFT	Brent L Gibbs	1,842.04	
2968	08/20/2020	Payroll	5	EFT	John C Millard	1,836.55	
2969	08/20/2020	Payroll	5	EFT	Jason M Plaja	1,444.92	
2970	08/20/2020	Payroll	5	EFT	Maria Rodriguez	1,093.04	
2971	08/20/2020	Payroll	5	EFT	Jennifer N Scharber	1,044.28	
2972	08/20/2020	Payroll	5	EFT	Seth D Sharp	1,711.30	
2973	08/20/2020	Payroll	5	EFT	Robert Swain	1,871.24	
2974	08/20/2020	Payroll	5	EFT	Robert D Thornburg	1,493.02	
2987	08/19/2020	Claims	5	EFT	Retail Lockbox Merchant Services, LLC	13.75	
3001	08/20/2020	Claims	5	EFT	Retail Lockbox Merchant Services, LLC	3.75	
3023	08/21/2020	Claims	5	EFT	Retail Lockbox Merchant Services, LLC	2.50	
3035	08/25/2020	Claims	5	EFT	Retail Lockbox Merchant Services, LLC	5.00	
3039	08/25/2020	Claims	5	EFT	Retail Lockbox Merchant Services, LLC	2.50	
3042	08/25/2020	Claims	5	EFT	Retail Lockbox Merchant Services, LLC	6.25	
3045	08/25/2020	Claims	5	EFT	Retail Lockbox Merchant Services, LLC	8.75	
3058	08/25/2020	Claims	5	29284	Access Security	195.07	
3059	08/25/2020	Claims	5	29285	Comcast	341.96	
3060	08/25/2020	Claims	5	29286	Correct Equipment	4,280.98	
3061	08/25/2020	Claims	5	29287	Day Wireless Systems	324.00	
3062	08/25/2020	Claims	5	29288	Dooley Enterprises Inc	1,496.62	
3063	08/25/2020	Claims	5	29289	Dragon Analytical Laboratory	527.00	
3064	08/25/2020	Claims	5	29290	Enbody, Dugaw, Enbody	1,170.00	
3065	08/25/2020	Claims	5	29291	Evergreen Chapter Of AMCA	100.00	
3066	08/25/2020	Claims	5	29292	Glock Professional	400.00	
3067	08/25/2020	Claims	5	29293	H D Fowler Co	30,945.87	
3068	08/25/2020	Claims	5	29294	J & I Power Equip	162.21	
3069	08/25/2020	Claims	5	29295	Miles Sand And Gravel Company	2,964.06	
3070	08/25/2020	Claims	5	29296	Mountain Mist Water	27.77	
3071	08/25/2020	Claims	5	29297	NCL of Wisconsin, Inc.	118.12	
3072	08/25/2020	Claims	5	29298	Northstar Chemical, Inc	846.94	
3073	08/25/2020	Claims	5	29299	Page Freezer Software, Inc	2,988.00	
3074	08/25/2020	Claims	5	29300	Puget Sound Energy	2,822.42	
3075	08/25/2020	Claims	5	29301	Quill	152.96	
3076	08/25/2020	Claims	5	29302	Right Systems Inc	2,719.30	

6.

**File Attachments for Item:**

6. Liquor and Cannabis Licenses:

New Licenses:

Renewals: Change of Corporate Officers: Nine Dragons Project, LLC

**Recommended action:** Move to approve the LCB applications as presented.

**NOTICE OF MARIJUANA LICENSE APPLICATION**

**WASHINGTON STATE LIQUOR AND CANNABIS BOARD**  
 License Division - P.O. Box 43098  
 Olympia, WA 98504-3098  
 Customer Service: (360) 664-1600  
 Fax: (360) 753-2710  
 Website: <http://lcb.wa.gov>

**RETURN TO: [localauthority@sp.lcb.wa.gov](mailto:localauthority@sp.lcb.wa.gov)**

DATE: 8/18/20

TO: MAYOR OF TENINO  
 RE: CHANGE OF CORPORATE OFFICERS/STOCKHOLDERS APPLICATION

UBI: 604-370-423-001-0002

APPLICANTS:

License: 415484 - 7D County: 34

NINE DRAGONS PROJECT LLC

Tradename: TENINO CANNABIS BOUTIQUE  
 Loc Addr: 449 WICHMAN ST S STE A  
 TENINO, WA 98589-9376

WU, TONY  
 1993-01-02

Mail Addr: 9120 PIKE PL SE  
 PORT ORCHARD, WA 98367-7802

Phone No: 646-875-1439 TONY WU

Privileges Applied For:  
 MARIJUANA RETAILER  
 MEDICAL MARIJUANA ENDORSEMENT

**As required by RCW 69.50.331(7)** the Liquor and Cannabis Board is notifying you that the above has applied for a marijuana license. You have 20 days from the date of this notice to give your input on this application. If we do not receive this notice back within 20 days, we will assume you have no objection to the issuance of the license. If you need additional time to respond, you must submit a written request for an extension of up to 20 days, with the reason(s) you need more time. If you need information on SSN, contact our Marijuana CHRI desk at (360) 664-1704.

- |  | YES                      | NO                       |
|--|--------------------------|--------------------------|
| 1. Do you approve of applicant? .....  | <input type="checkbox"/> | <input type="checkbox"/> |
| 2. Do you approve of location? .....   | <input type="checkbox"/> | <input type="checkbox"/> |
| 3. If you disapprove and the Board contemplates issuing a license, do you wish to request an adjudicative hearing before final action is taken? .....  | <input type="checkbox"/> | <input type="checkbox"/> |
| (See WAC 314-55-160 for information about this process)  |                          |                          |
| 4. If you disapprove, per RCW 69.50.331(7)(c) you MUST attach a letter to the Board detailing the reason(s) for the objection and a statement of all facts on which your objection(s) are based. |                          |                          |

\_\_\_\_\_  
DATE

\_\_\_\_\_  
SIGNATURE OF MAYOR,CITY MANAGER,COUNTY COMMISSIONERS OR DESIGNEE

**File Attachments for Item:**

7. Tuesday, September 22, 2020 is National Voter Registration Day.

**Recommended action:** Move to declare September 22, 2020, Voter Registration Day in the City of Tenino.

**BY THE CITY OF TENINO**

**- A PROCLAMATION -**

***National Voter Registration Day***

**WHEREAS**, registering to vote empowers eligible citizens to exercise their right to vote on Election Day; and

**WHEREAS**, the City of Tenino has a culture of voting driven by engaged and informed citizens who greatly value their expression of public duty; and

**WHEREAS**, National Voter Registration Day raises a powerful reminder two weeks before the final deadline to register to vote in Washington; and

**WHEREAS**, the goal for the 2020 National Voter Registration Day is to encourage hundreds of thousands of voters to register to vote in a single day; and

**WHEREAS**, the strength of our democracy depends on the willingness of citizens to participate by choosing the people who will lead us, and by voicing their opinions on important matters that will come before voters on Election Day.

**NOW, THEREFORE**, we, the Council of the City of Tenino Washington, do hereby Proclaim September 22, 2020 as VOTER REGISTRATION DAY in Tenino, and encourages all eligible city residents to register to vote.

Signed in the City of Tenino, Washington, this 25th day of August, 2020.

\_\_\_\_\_  
Wayne Fournier, Mayor

\_\_\_\_\_  
Linda K. Gotovac, Council Member

\_\_\_\_\_  
David A. Watterson, Council Member

\_\_\_\_\_  
John O'Callahan, Council Member

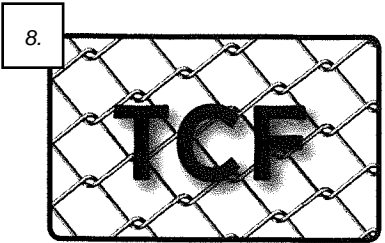
\_\_\_\_\_  
Jason Lawton, Council Member

\_\_\_\_\_  
Rachel Davidson, Council Member

**File Attachments for Item:**

8. The Administration wishes Council to approve a one-time grant in the amount of \$4416.00 in favor of the Tenino Community Service Center (TCSC), doing business as Tenino Food Bank Plus, to enable them to meet HUD requirements for the overnight storage of a new delivery truck .

**Recommended action:** Move to approve a one-time grant in the amount of \$4416.00 for the Tenino Community Service Center



# TRI-COUNTY FENCE, LLC

Commercial & Residential Fencing

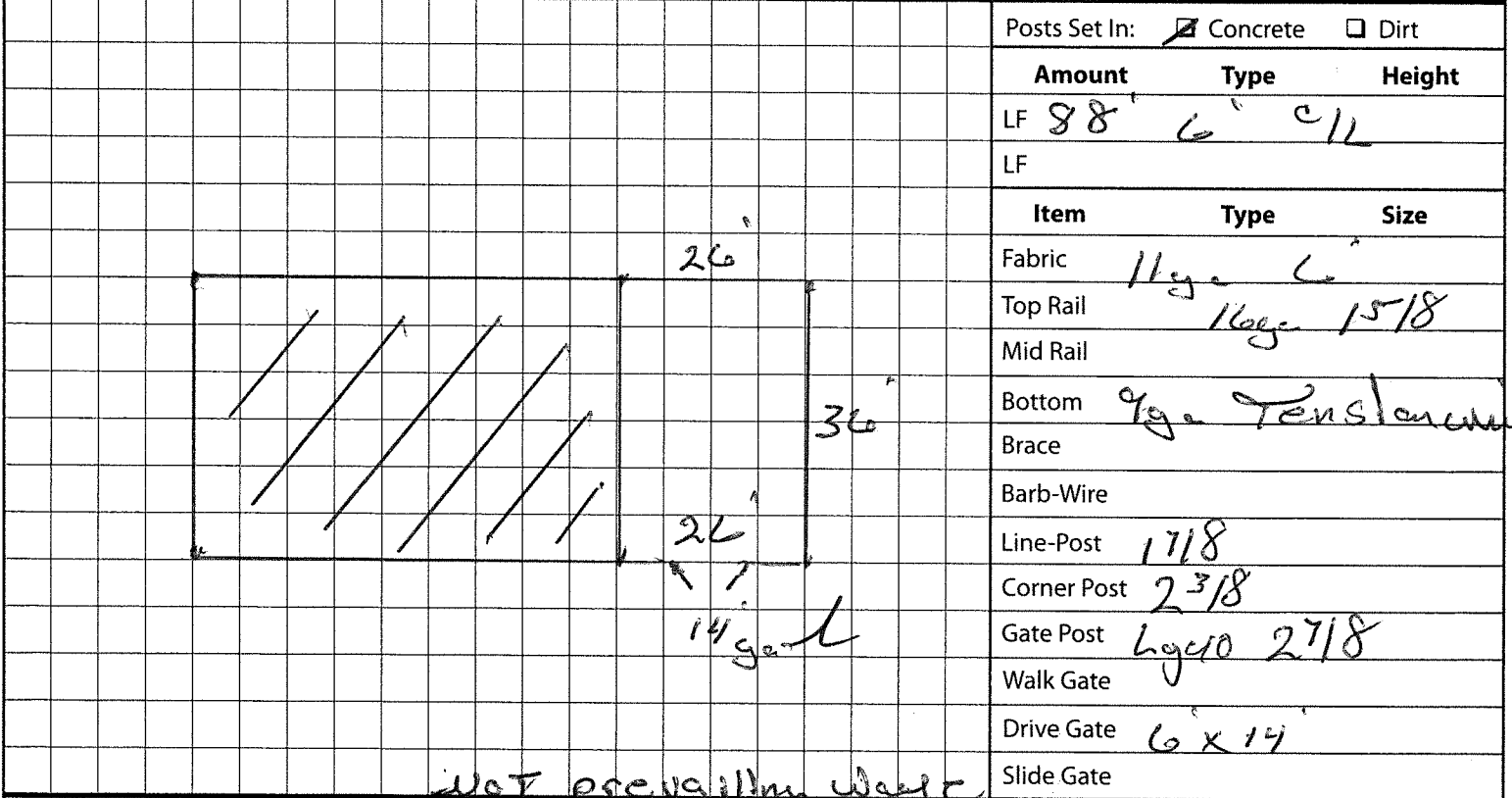
WA Lic. #TRICOFL832DU

PO Box 1048 ♦ Tenino, WA 98589  
 (360) 264-1240 ♦ Cell: (360) 669-6750

# PROPOSAL

Name <u>Tenino Food Bank</u>		Date <u>8-11-2020</u>	Job #
Billing Address <u>7418 Sessay ST</u>		Job Name	
City <u>Tenino</u>	State <u>WA</u>	Zip <u>98589</u>	Address
Contact <u>Judy</u>	City	State	Zip
Ph.	Fax	Contact	Ph.

<input type="checkbox"/> Commercial	<input checked="" type="checkbox"/> Chain Link	<input checked="" type="checkbox"/> Gates	<input checked="" type="checkbox"/> Control	<input type="checkbox"/> Concrete	By Customer:	By Tri-County Fence:
<input checked="" type="checkbox"/> Residential	<input type="checkbox"/> Wood	<input type="checkbox"/> Rail	<input type="checkbox"/> Level	<input type="checkbox"/> Black Top	<input checked="" type="checkbox"/> Clear Fence Lines	<input type="checkbox"/>
<input type="checkbox"/> Labor	<input type="checkbox"/> Ornamental	<input type="checkbox"/>	<input type="checkbox"/> Step	<input checked="" type="checkbox"/> Rocky <u>X</u>	<input checked="" type="checkbox"/> Dirt Removal	<input type="checkbox"/>
<input type="checkbox"/> Material	<input type="checkbox"/> Vinyl	<input type="checkbox"/>	<input type="checkbox"/> Dog Tight	<input type="checkbox"/> Hard Pan	<input checked="" type="checkbox"/> Hauling of Debris	<input type="checkbox"/>
	<input type="checkbox"/> Field Fence	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/> Dirt		



Tri-County Fence, LLC will provide a 1 full year warranty on all materials and labor.

- Contract: buyer and Tri-County Fence, LLC:
1. Agrees to provide all materials to be delivered at a reasonable time.
  2. Buyer is required to put a down payment before work may begin.
  3. Buyer has full responsibility for fence line locations where materials will be installed.
  4. Tri-County Fence, LLC will be responsible for calling utility locates and customer will be responsible for private utilities such as propane tanks, sewer line and sprinkler systems.

This contract does not waive any other remedy that Tri-County Fence, LLC may have.

	Date
Owner / Owner Agent	Date

Base Bid	2900.00
Alter	
Removal	
Tax 8.0%	216.00
<b>Total</b>	<b>2916.00</b>
Deposit	1450.00
<b>Balance Due</b>	

**File Attachments for Item:**

9. Thurston County proposes to replace the Health and Human Services Council (HHSC) with a Regional Housing Council (RHC).

**Recommended action:** Move to reject the proposal unless each City and Town in the County is provided a voting seat on the Council.

**INTERLOCAL AGREEMENT FOR  
DISSOLVING THE HEALTH AND HUMAN SERVICES COUNCIL, THE COMMUNITY  
INVESTMENT PARTNERSHIP, AND CREATING THE REGIONAL HOUSING COUNCIL**

THIS INTERLOCAL AGREEMENT ("Agreement") is entered into pursuant to the authority of Chapter 39.34 RCW in duplicate originals between the City of Olympia, Washington, a Washington municipal corporation; the City of Lacey, Washington, a Washington municipal corporation; the City of Tumwater, Washington, a Washington municipal corporation; the City of Rainier, Washington, a Washington municipal corporation; the City of Tenino, Washington, a Washington municipal corporation; the City of Yelm, Washington, a Washington municipal corporation; Thurston County, Washington, a Washington municipal corporation; and the Town of Bucoda, Washington, a Washington municipal corporation; collectively referred to as "Jurisdictions" and individually as "Jurisdiction."

In consideration of the terms, conditions, covenants, and performances contained herein, it is mutually agreed by the Jurisdictions as follows:

**WHEREAS**, there is a homeless crisis in Thurston County; and

**WHEREAS**, the Thurston County Board of Health ("BOH") has declared homelessness a public health crisis; and

**WHEREAS**, the Thurston County Board of County Commissioners ("BoCC") has adopted a five-year Homeless Crisis Response Plan ("HCRP"); and

**WHEREAS**, the City of Olympia has also declared a public health emergency related to homelessness and is developing a Homeless Response Plan; and

**WHEREAS**, the Cities of Tumwater and Lacey have invested significant time and energy developing strategic approaches to homelessness and housing issues; and

**WHEREAS**, the COVID-19 pandemic has dramatically compounded the emergent housing and homeless situation in Thurston County; and

**WHEREAS**, the residential vacancy rate is below 5% and rental rates have continued to climb making housing less affordable to a growing segment of area residents; and

**WHEREAS**, in the urban portion of the county, approximately 50% of the residents are renters; and

**WHEREAS**, Thurston County's poverty rate is 11% and the United Way's ALICE (Asset Limited, Income Constrained, Employed) report indicates that 36% of Thurston County households are rent burdened, which is defined as paying more than 30% of their income for housing; and

**WHEREAS**, the Jurisdictions agree that it is mutually beneficial to share decision making responsibilities related to homelessness and affordable housing in Thurston County; and

**WHEREAS**, the Jurisdictions agree that it is mutually beneficial to collaborate to expand

affordable housing options and share the planning for, identification of, and resource allocation to activities and programs intended to support individuals experiencing homelessness in Thurston County; and;

**WHEREAS**, the Jurisdictions agree that by collaborating, these activities and programs will be delivered more efficiently and effectively and the costs and impacts of managing them will be shared equitably by the Jurisdictions; and

**WHEREAS**, the Jurisdictions agree that dissolving the Health and Human Services Council ("HHSC") and creating the Regional Housing Council ("RHC") will aid in efficient and effective decision making related to responding to the homeless and housing affordability crisis.

**NOW, THEREFORE**, it is hereby agreed as follows:

**1. Regional Housing Council to Replace Health and Human Services Council.**

The signatories of this agreement hereby agree to dissolve the HHSC and create the RHC. All records related to the HHSC shall be preserved by Thurston County. Dissolving the HHSC does not change any prior commitments made by that Council. Any assets remaining with the HHSC are hereby transferred to the RHC.

**2. Purpose of the RHC.**

- A. The primary purpose of the RHC is to leverage resources and partnerships through policies and projects that promote equitable access to safe and affordable housing. The RHC will consider issues specifically related to funding a regional response to homelessness and affordable housing and how to better coordinate existing funding programs, which may include, RCW 36.22.179 (ESSHB 2163) and RCW 36.22.178 (SHB 2060) funds, HOME Investment Partnership Program ("HOME"), Consolidated Homeless Grant ("CHG"), Housing and Essential Needs ("HEN"), RCW 82.14.540 (SHB 1406), Community Development Block Grant ("CDBG") and other related funding sources such as a regional home fund to help implement the five-year HCRP and increase affordable housing options.
- B. To achieve this purpose, the RHC may assist in monitoring the implementation of the County's five-year HCRP by setting priorities and making funding decisions on projects and programs that implement the HCRP. Additionally, the RHC may provide a forum for consideration of policy options related to homelessness and to encourage development of regional approaches to planning for, responding to, and funding homeless services and facilities and expanding affordable housing options.

**3. Term.**

The term of this Agreement shall be effective upon the approval of the last Jurisdiction's governing body, and shall be effective for five years, unless amended pursuant to Section 12 of this Agreement. Prior to commencement, this Agreement shall be filed or posted in accordance with RCW 39.34.040. This Agreement may be extended upon the mutual written approval of the Jurisdictions on an annual basis thereafter.

#### 4. Governance.

- A. The RHC shall consist of one voting member and one alternate member from each of the Jurisdictions which comprise more than 5% of the county population.
- B. Individual jurisdictions which comprise less than 5% of the county population may participate on the RHC in a non-voting capacity.
- C. One voting member and one alternate member shall be selected by and from the group of Jurisdictions whose population is 5% or less of the county population.
- D. Each Jurisdiction shall send a decision-making member of its staff to support and participate on the RHC in a non-voting capacity.
- E. The chairs of the Technical and Communications Working Teams, as established in Section 9 of this Agreement and the program manager of the Lead Agency, as established in Section 8 of this Agreement, shall serve in an ex officio capacity and will also participate in the RHC in a non-voting capacity.
- F. The RHC may invite subject matter experts, such as representatives of the Housing Action Team ("HAT"), to provide input and information to inform the work of the RHC. The RHC recognizes the role of the Homeless Housing Hub ("HHH") as the local Continuum of Care.
- G. All meetings of the RHC shall be open and public as provided for in Title 42.30 RCW.
- H. A quorum, defined as a minimum of three (3) voting members, is required to hold a meeting.
- I. It is the intent of the RHC to operate based on consensus. If a consensus cannot be achieved, action by the RHC shall be by vote of those members present. A minimum of three (3) affirmative votes are required to approve an action. Absent voting members cannot delegate their voting authority, however, alternate members shall have full voting rights when the regular member is not present. Non-voting members, decision-making staff (as specified in Paragraph D of this Section), Working Team Chairs, and ex officio members shall not have a vote; however, they are encouraged to participate in committee discussions and deliberations.
- J. If necessary, actions taken by the RHC shall be taken for final consideration and approval to the respective legislative Councils and Commissions.
- K. Officers shall be elected annually by vote of the members. The RHC shall annually elect a chair and vice-chair. Either the chair or vice-chair shall be from the Lead Agency, as described in Section 8 of this Agreement. The duties of the chairs shall be to preside over the RHC meetings and provide a direct link to the RHC with administrative staff of the Lead Agency. The vice chair will preside over the RHC meeting if the chair is not present and will support the chair in their duties.

- L. Membership of the RHC may only be increased or changed following an affirmative vote of the members of the RHC and by amending this Agreement as provided in Section 12 below.
- M. The RHC may adopt a set of bylaws setting forth the manner in which it will perform its functions.

**5. Scope of Work.**

- A. The responsibilities of the RHC SHALL include, but are not limited to:
  - a. Making recommendations to regional elected and appointed leaders on funding decisions related to implementing the five year HCRP and expanding shelter and affordable housing, including but not limited to ESSHB 2163 and SHB 2060 funds, HOME, CHG, HEN, SHB 1406, dollars and other funding sources as may be created or identified in the future.
  - b. Recommending an annual RHC budget, which shall detail the authorized expenditures for the coming fiscal year, for approval by the governing body of each Jurisdiction. The fiscal year for the RHC shall be July 1 to June 30.
  - c. Establishing an annual RHC work plan, specifying the activities planned for the coming fiscal year, to accompany the recommended annual budget.
  - d. Submitting an annual report to the governing body of each Jurisdiction, apprising that Jurisdiction of the tasks undertaken and accomplishments of the RHC in the previous fiscal year.
- B. The responsibilities of the RHC MAY include, but are not limited to:
  - a. Monitoring the five-year HCRP and support actions necessary to implement the plan.
  - b. Identifying and supporting projects, programs, and policies that increase shelter and affordable housing throughout the region.
  - c. Identifying and supporting projects, programs, and policies that further the objectives of the HCRP and will reduce the number of unsheltered individuals living in the Jurisdictions.
  - d. Identifying and supporting the construction and operation of supportive housing options and units in the Jurisdictions.
  - e. Serving as a regional forum for development and implementation of policies, programs, and projects related to homelessness and affordable housing.
  - f. Developing communication protocols to assist local elected officials and the

community in understanding the extent and nature of the homeless and housing crisis in the Jurisdictions.

- g. Considering changes to the organization structure necessary to create organizational capacity to effectively carry out these responsibilities over the long term. This may include a review of role and relationship between the RHC and the HHH, HAT, and other groups playing a role in the housing and homeless policy development and funding decisions.
- h. Taking other appropriate and necessary action to carry out the purposes of this Agreement, provided that any commitment of resources outside the scope of the annual budget or policies not within the annual work plan shall be subject to the ultimate approval of the governing bodies.

## 6. Funding.

- A. Members agree to pool funding including, but not limited to, ESHB 2163, SHB 2060, HOME, CHG, SHB 1406, Human Services Fund (HSF), and other related funding sources as may be identified or created in the future to the extent allowed by federal and state law.
- B. The Jurisdictions comprising 5% or more of the County population shall allocate a minimum annual amount equal to not less than one half of one percent of the last full year of general sales and use taxes pursuant to RCW 82.14.030(1) as of the time the jurisdiction is adopting its budget to HSF for projects, programs, and activities providing direct support to our Jurisdictions' most vulnerable residents. For example, the 2020 funding contribution for a jurisdiction adopting its budget in the fall of 2019 would be based upon the 2018 full year of collections. In addition, any jurisdiction may choose to contribute additional funding subject to the approval of its Council and the requirements of the applicable fund source. The funds will be incorporated as part of the RHC's purview. Funds remaining at the end of the calendar year shall be available for expenditure in the following year. The Lead Agency shall earmark such funds for future expenditures, and, if necessary, budget the same in the adoptive budget for the ensuing year.
  - a. The Lead Agency will utilize 10% of the annual required funding contribution by the participating Jurisdictions, pursuant to Section 6.B, above, for administrative costs, such as contract and fiscal management.
  - b. Jurisdictions that individually comprise less than 5% of the county population shall be exempt from the HSF allocation.
- C. All funds contributed by members of the RHC and any other funds devoted to the purposes set forth in this Agreement, shall be deposited in the treasury of the Lead Agency, as described in Section 8, for the period in which the funds are to be expended.
- D. The SHB 2060 surcharge funds will be used as the twenty-five percent (25%)

match requirement for HOME entitlement funds.

- E. Unspent funds may be carried over and used in subsequent years to the extent allowed by federal and state law for projects, programs, and activities consistent with this Agreement.
- F. The RHC will make funding recommendations and will serve in an advisory capacity to the BoCC, which have final approval of awards and distribution of grant funding. The BoCC shall give substantial weight and consideration to the recommendations of the RHC. With respect to the HSF, the BoCC will authorize funding for these grants, but will not change the award selection.
- G. In the event the BoCC deviates from the funding recommendations provided by the RHC, the BoCC will provide revised recommendations to the RHC for consideration. After the RHC reviews the BoCC revised recommendations, the RHC will submit a final recommendation to the BoCC. The BoCC will assess the final recommendations by the RHC and make a final decision.
- H. Jurisdictional allocations of the CDBG fund shall take into consideration the goals, objectives, programs, and projects developed and approved by the RHC.

#### **7. Contribution.**

- A. Each Jurisdiction that is a member under Section 4.A of this Agreement, shall strive to make an in-kind contribution of up to 0.25 FTE staff to support the work of the RHC. Staff support may include, but is not limited to, participation on Working Teams as defined under Section 9 of this Agreement, tasks identified in the annual work plan required under Section 5.A.c, or tasks to support the operation of the RHC. As needed, Jurisdictions shall discuss dedicating additional staff resources beyond a 0.25 FTE to achieve the annual work plan or to implement special projects.
- B. Costs associated with the operations of the RHC in excess of the revenues available from program funded administrative allocations shall be distributed among the Jurisdictions on a pro rata basis using the most recent population figures provided by the State of Washington:
- C. These operational costs may include but are not limited to staff, office space, furnishing, equipment and supplies, and administrative overhead necessary for the Lead Agency to support the RHC. Where administrative dollars are provided for in the funding source, these funds shall be used to offset operational costs of the RHC to the extent allowed by the funding source. These administrative costs shall be allocated to the Fiscal Agent of the RHC, as described in Section 8 of this Agreement.

#### **8. Lead Agency.**

Thurston County will act as the Fiscal Agent and Lead Agency on behalf of the Jurisdictions in administering all contracts and processing all invoices and receipts. Thurston County shall

name a program manager who shall be responsible for the operations of the RHC. The task of the program manager will include, but are not limited to: meeting coordination and agenda preparation in consultation with the chair and vice-chair, preparation of meeting minutes, support to develop and implement the annual work plan, and coordination of the annual request for proposal and award process. The Lead Agency will submit invoices to each Jurisdiction for their share of the costs as identified in Section 6.B.a. The Jurisdiction will remit payment to the Lead Agency no later than 30 days from the date of the invoice.

The Lead Agency and Fiscal Agent roles shall be revisited every 5 years throughout the duration of this Agreement.

## **9. Working Teams.**

The RHC may use the following staff Working Teams to inform and support the RHC:

- Technical Working Team to provide objective technical feedback regarding project and policy proposals.
- Communications Working Team to develop clear and coordinated communications around project and policy proposals and funding recommendations

Each voting member Jurisdiction that is a member under Section 4.A of this Agreement will assign at least one staff member to participate on each Working Team. The RHC may create additional Working Teams or dissolve Working Teams in accordance with Section 4.I of this Agreement.

## **10. Relationship of the Jurisdictions.**

This Agreement is for the benefit of the Jurisdictions, No separate legal entity is created by this Agreement. No administrator or joint board is created by this Agreement, although a Fiscal Agent and Lead Agency are established by Section 8 herein. No personal or real property is to be jointly acquired or held. Each Jurisdiction is responsible for directing the work of its staff. RHC members may not direct or supervise the work of staff from another Jurisdiction. An RHC chair or vice-chair may coordinate and work with staff from another Jurisdiction to fulfill the responsibilities of the RHC.

## **11. Indemnification and Hold Harmless.**

- A. To the extent permitted by law, each Jurisdiction agrees to indemnify, defend, and hold harmless the other Jurisdiction, their officers, officials, employees, agents, and volunteers from and against any and all claims, demands, damages, losses, actions, liabilities, expenses, and judgments of any nature whatsoever, including without limitation, court and appeal costs and attorneys' fees, to or by any and all persons or entities, including without limitation, their respective agents, licensees, or representatives, caused by or arising out of any negligent act, errors, or omissions, of that Jurisdiction, its employees, agents, or volunteers or arising out of, in connection with, or incident to that Jurisdiction's performance or failure to perform any aspect of this Agreement.

- B. The Jurisdictions waive their immunity under the Washington State Industrial Insurance Act, Title 51 RCW, to the extent required by this indemnification and hold harmless provision. Provided, however, the foregoing waiver shall not in any way preclude a Jurisdiction from raising such immunity as a defense against any claim brought against a Jurisdiction by any of the Jurisdiction's respective employees. This waiver has been mutually negotiated by the Jurisdictions.
- C. The provisions of this section shall survive the completion or expiration of this Agreement or termination whether termination is by all Jurisdictions, or by one or more Jurisdictions.
- D. The Jurisdictions agree to support each other in pursuing these purposes and responsibilities and operate in good faith and partnership in carrying them out. Risk and accountability shall be shared to the extent possible by the Jurisdictions.

## 12. Amendments.

This Agreement may be amended as needed by mutual written agreement of all Jurisdictions as executed by each Jurisdiction's authorized governing authority as provided in Chapter 39.34 RCW.

## 13. Termination.

This Agreement may be terminated as to any single Jurisdiction when the terminating Jurisdiction provides written notice to all other Jurisdictions, as set out in Section 14, at least 60 days prior to its intended withdrawal from this Agreement. The withdrawing Jurisdiction agrees to be responsible for its share of any costs incurred or encumbered pursuant to this Agreement through the remainder of the year of such withdrawal.

## 14. Jurisdiction Representative.

The following are designated as representatives of the respective Jurisdictions. Notice provided for in this Agreement shall be sent to the designated representatives by certified mail to the addresses set forth below. Notice will be deemed received three business days following posting by the U.S. Postmaster.

**City of Lacey**, c/o City Manager, 420 College Street SE, Lacey, WA 98503

**City of Olympia**, c/o City Manager, P.O. Box 1967, Olympia, WA 98507

**City of Rainier**, c/o Mayor, 102 Rochester St., W, Rainier, WA 98576

**City of Tenino**, c/o Mayor, P.O. Box 4019, Tenino, WA 98589

**City of Tumwater**, c/o City Administrator, 555 Israel Road SW, Tumwater, WA 98501

**City of Yelm**, c/o Mayor, 105 Yelm Ave W., Yelm, WA 98597

**Thurston County**, c/o County Manager, 2000 Lakeridge Drive SW, Olympia, WA

98502

**Town of Bucoda, c/o Mayor, P.O. Box 10, Bucoda, WA 98530**

**15. Governing Law and Venue.**

This Agreement has been and shall be construed as having been made and delivered within the State of Washington, and it is agreed by each Jurisdiction hereto that this Agreement shall be governed by the laws of the State of Washington both as to its interpretation and performance. Any action of lawsuit in equity, or judicial proceeding arising out of this Agreement shall be instituted and maintained only in a court of competent jurisdiction in Thurston County, Washington.

**16. Severability.**

If a court of competent jurisdiction holds any part, term, or provision of this Agreement to be illegal, or invalid in whole or in part, the validity of the remaining provisions shall not be affected, and the Jurisdictions' rights and obligations shall be construed and enforced as if the Agreement did not contain the particular provision held to be invalid. If any provision of this Agreement is in direct conflict with any statutory provision of the state of Washington, that provision which may conflict shall be deemed inoperative and null and void insofar as it may conflict and shall be deemed modified to conform to such statutory provision.

**17. Entire Agreement.**

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

**18. Non-Waiver of Rights.**

The Jurisdictions agree that the forgiveness of the nonperformance of any provision of this Agreement does not constitute a waiver of the provisions of this Agreement.

**19. Equal Opportunity to Draft.**

The Jurisdictions have participated and had an equal opportunity to participate in the drafting of this Agreement. No ambiguity shall be construed against any Jurisdiction upon a claim that that Jurisdiction drafted the ambiguous language.

IN WITNESS WHEREOF, the Parties hereto have caused this Interlocal Agreement to be executed by the dates and signature herein under affixed. The persons signing this Interlocal Agreement on behalf of the Parties represent that each has authority to execute this Interlocal Agreement on behalf of the Party entering into this Interlocal Agreement.

**Thurston County**

**City of Lacey**

\_\_\_\_\_  
John Hutchings, Chair of the Board of County Commissioners

\_\_\_\_\_  
Scott Spence, City Manager

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

Approved as to form:  
JON TUNHEIM  
PROSECUTING ATTORNEY

Approved as to form:

By: \_\_\_\_\_  
Deputy Prosecuting Attorney

By: \_\_\_\_\_  
City Attorney

**City of Olympia**

**City of Tumwater**

\_\_\_\_\_  
Steven J. Burney, City Manager

\_\_\_\_\_  
Pete Kmet, Mayor

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

Approved as to form:

Approved as to form:

By: \_\_\_\_\_  
City Attorney

By: \_\_\_\_\_  
City Attorney

**City of Yelm**

**City of Tenino**

\_\_\_\_\_  
JW Foster, Mayor

\_\_\_\_\_  
Wayne Fournier, Mayor

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

Approved as to form:

Approved as to form:

By: \_\_\_\_\_  
City Attorney

By: \_\_\_\_\_  
City Attorney

**City of Rainier**

**Town of Bucoda**

\_\_\_\_\_  
Robert Shaw, Mayor

\_\_\_\_\_  
Alan Carr, Mayor

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

Approved as to form:

Approved as to form:

By: \_\_\_\_\_  
City Attorney

By: \_\_\_\_\_  
City Attorney

**File Attachments for Item:**

12. 1) Chief of Police
- 2) Director of Public Works
- 3) City Planner / Building Official
- 4) City Attorney
- 5) Clerk/Treasurer
- 6) Mayor



# THURSTON COUNTY SHERIFF'S OFFICE

W A S H I N G T O N

SINCE 1852

**JOHN D. SNAZA**  
Sheriff

2000 Lakeridge Drive SW • Olympia, Washington 98502-6045 • (360) 786-5500

**TIMOTHY P. BRANIFF**  
Undersheriff

August 19, 2020

**TO:** Thurston County Law Enforcement Agencies  
The Honorable Robert Shaw, Mayor of Rainer

**FROM:** Sheriff John D. Snaza

**SUBJECT:** Corrections Daily Rate Increases

On July 21, 2020, on behalf of the Thurston County Sheriff's Office/Corrections Bureau, the Thurston County Board of County Commissioners adopted Resolution NO. 15914. Effective September 1, 2020, this resolution establishes new daily rates for general inmate housing and participation in various Correctional Options Programs (COPs).

A copy of the resolution is being provided and details all the associated rate changes. The daily bed rate has not been adjusted since 1999 and the rates for our various COPs have not been adjusted since 2006. These rate adjustments were necessary and understandably well overdue.

Should you have any questions related to the adjustments and how they may be applicable to your agency, please feel free to contact Chief Heidi Thomsen at (360) 786-5504.

We appreciate the support and cooperation we share here in Thurston County to ensure we can continue to operate our Correctional Facility and provide programs.

*JDS*  
JDS/ht  
Enclosure

cc: Undersheriff Timothy P. Braniff  
Chief Todd Thoma, Corrections Bureau  
Chief Heidi Thomsen, Financial Services Bureau

RESOLUTION NO. 15914

A RESOLUTION amending the daily rates to be charged to other jurisdictions for housing misdemeanor prisoners in the Thurston County Corrections Facility.

WHEREAS, RCW 70.48 authorizes counties to assess daily rates for inmates housed in their jails. The daily rates charged to other jurisdictions for housing their prisoners in the Thurston County Corrections Facility has not been modified since January 1, 1999 and as a result of a "cost of service study" that was completed in July 2020, it is necessary to change the daily rates for the main facility and work release program. The "cost of service" study is attached to this resolution and is incorporated by this reference.

WHEREAS, RESOLUTION No. 11880 adopted on February 1, 1999 established the jail detention rate of \$54.44 per day for jurisdictions within Thurston County and \$84.44 per day for jurisdictions outside of Thurston County; \$30.00 per day for each work release prisoner for jurisdictions within Thurston County and \$50.00 per day for jurisdictions outside of Thurston County; and \$10.00 per day for work release to be paid by the prisoner. As a result of a "cost of service study" that was completed in July 2020, it is necessary to change the jail detention and work release daily rates. The "cost of service" study is attached to this resolution and is incorporated by this reference.

WHEREAS, RESOLUTION No. 12004 adopted on August 2, 1999 established the Day Reporting rate to be charged to Thurston County inmates participating in the Thurston County's Day Reporting Program of \$5.00 per day. As a result of a "cost of service study" that was completed in July 2020, it is necessary to change the Day Reporting Program daily rate. The "cost of service" study is attached to this resolution and is incorporated by this reference.

WHEREAS, RESOLUTION No. 13529 adopted on February 6, 2006 amended the daily rate to be charged to Thurston County inmates participating in the Thurston County's Electronic Monitoring Program of \$18.00 per day. As a result of a "cost of service study" that was completed in July 2020, it is necessary to change the Electronic Monitoring Program rate. The "cost of service" study is attached to this resolution and is incorporated by this reference.

BE IT FURTHER RESOLVED that the following daily rates shall apply and be charged to each jurisdiction requesting jail detention.

1. \$54.44 per day for jail detention of each misdemeanor prisoner being held for another jurisdiction located within Thurston County. Beginning September 1, 2020, the fee shall be \$61.58 per day. Beginning January 1, 2021, the rate shall be \$68.74 per day and January 1, 2022, the rate shall be \$75.90 per day. Starting January 1, 2023, rates shall be adjusted annually by the Thurston County Corrections Facility based on the prior year's actual costs.
2. \$84.44 per day for jail detention of each prisoner being held for another jurisdiction located outside of Thurston County. Beginning September 1, 2020, the fee shall be \$91.58 per day. Beginning January 1, 2021, the rate shall be \$98.74 per day and January 1, 2022, the rate shall be \$105.90 per day. Starting January 1, 2023, rates shall be adjusted annually by the Thurston County Corrections Facility based on the prior year's actual costs.
3. \$30.00 per day for each work release prisoner being held for another jurisdiction located within Thurston County. Beginning September 1, 2020, the fee shall be \$33.86 per day. Beginning January 1, 2021, the rate shall be \$37.72 per day and January 1, 2022, the rate shall be \$41.58 per day. Starting January 1, 2023, rates shall be adjusted annually by the Thurston County Corrections Facility based on the prior year's actual costs.

4. \$50.00 per day to be paid by each work release prisoner of Thurston County Corrections Facility being held for another jurisdiction located outside of Thurston County. Beginning September 1, 2020, the fee shall be \$53.86 per day. Beginning January 1, 2021, the rate shall be \$57.72 per day and January 1, 2022, the rate shall be \$61.58 per day. Starting January 1, 2023, rates shall be adjusted annually by the Thurston County Corrections Facility based on the prior year's actual costs.
5. \$15.00 per day to be paid by each work release prisoner of Thurston County Corrections Facility. Beginning September 1, 2020, the fee shall be \$18.00 per day. Starting January 1, 2021, rates shall be adjusted annually by the Thurston County Corrections Facility based on the prior year's actual costs.
6. \$5.00 per day charged to all Thurston County inmates and inmates from other jurisdictions for the use of Thurston County's Day Reporting. Beginning September 1, 2020, the fee shall be \$6.00 per day. Starting January 1, 2021, rates shall be adjusted annually by the Thurston County Corrections Facility based on the prior year's actual costs.
7. \$18.00 per day charged to all Thurston County inmates and inmates from other jurisdictions for Electronic Monitoring Services. Beginning September 1, 2020, the fee shall be \$23.00 per day. Starting January 1, 2021, rates shall be adjusted annually by the Thurston County Corrections Facility based on the prior year's actual costs.
8. This Resolution hereby supplants and replaces the prior Resolutions and incorporates the rates and charges contained therein into one Resolution.

FURTHERMORE, any medical expenses incurred on behalf of a prisoner being held in the Thurston County Corrections Facility for another jurisdiction shall be the responsibility of the jurisdiction requesting detention.

This Resolution shall supersede any previous resolutions and remain in effect until such time as the Thurston County Commissioners deem it to be for the best interest of Thurston County to make a change.

ADOPTED: July 21, 2020

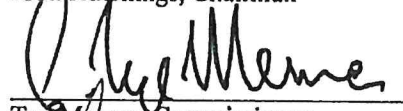
BOARD OF COUNTY COMMISSIONERS  
Thurston County, Washington

ATTEST:

  
Clerk of the Board

  
John Hutchings, Chairman

APPROVED AS TO FORM:

  
Tye Menser, Commissioner

JON TUNHEIM  
PROSECUTING ATTORNEY

  
Gary Edwards, Commissioner

By:   
Rick Peters  
Senior Deputy Prosecuting Attorney



## TENINO POLICE DEPARTMENT

358 McClellan St South / PO Box 4019  
Tenino, WA 98589  
360-264-2626  
360-264-4578 (fax)

August 18, 2020

To the Honorable Mayor Wayne Fournier:

After much consideration, I respectfully submit my resignation to you and the City Council of Tenino, WA. It has been my great honor to have served this community for the past 2+ years as your Chief of Police. My wife, Becky, and I felt strongly in my approach of community policing so much that we sold our home in Lacey and moved into this community we love.

As you know, I worked hard to regain my health to return to my position as Chief after my on-duty car accident in April 2020 by submitting to all the medical testing required of me. When I returned in July to work, I felt I was physically able to resume my duties as required in this position. It wasn't long after returning, I began to see I was struggling physically and as a result of my physical disabilities, do not feel I can safely fulfill my duty to preserve and protect the community of Tenino as both my job description demands and my calling has required of me in my 40+ year career.

I am thankful and humbled to have served this community and am pleased we have been able to accomplish together: the Citizen's Academy, the Reserve Academy, all new equipment, a revised and fully updated SOP, a stable and healthy work environment for our Public Safety staff, and, most importantly, a fully-qualified and competent Police Force dedicated to the service of the Citizens of Tenino.

Please accept this resignation effective 9/15/2020. I still hope to be involved in this community as allowed in the future.

Sincerely,

A handwritten signature in black ink, appearing to read "Robert Swain". The signature is stylized and cursive.

Chief Robert Swain

## Clerk/Treasurer Council Meeting Report August 11, 2020

### Budget:

- **Current status is:**
  - **Total revenues are 41.2% of projections (up 2.2%)**
  - **Total expenditures are 46.3% of projections (up 0.9%)**
  - **Target: 66%**
  
  - **General Fund revenues: 61.1% of projections**
  - **General Fund expenditures: 79% of projections**
  
- **Grants and Other Funding:**
  - **CARES Act Funding:** Awaiting first reimbursement request: \$14,588.78
  - **Creative District**
    - Received \$5000.00 establishment grant
  - **City Hall Renovation**
    - Contract now in place; G&O working RFP
  - **CDBG/Quarry Pool Renovation:** Contract extended until June, 2021; reimbursement request submitted for \$11,465.33 on July 17, 2020.
  - **2019 CDBG Grant:**
    - Awaiting contract from Thurston County
  - **SWWAAIP**
    - Construction will resume in September
  - **Small City Arterial Program**
    - Grant request accepted by TIB; Project selections will be announced in November

### Other Than Budget

-

**File Attachments for Item:**

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

## John Millard

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**From:** Kateri Wimsett <kateri.wimsett@co.thurston.wa.us>  
**Sent:** Friday, August 21, 2020 10:11 AM  
**To:** John Millard  
**Subject:** Smoking and Vaping in Public Places

Hello!

Earlier this year, I presented to the Tenino City Council about some county work being done around a Vaping in Public Places Ordinance. I am writing now to follow up with you about that work. The county is considering a local ordinance to the Sanitary Code that would formally adopt the statewide Smoking in Public Places law that was passed in 2005 and also extend the provisions of the law to include vaping. This law works to prevent youth initiation of vaping along with protecting all citizens from secondhand smoke and vapor emissions.

A few highlights of what the ordinance does:

- Smoking or vaping in indoor public places would not be allowed.
- It would also make some changes as to what outdoor areas are covered. Youth oriented outdoor public places such as playgrounds, and property outside of childcares and K12 public and private schools, already protected under state law for vaping would be covered consistently for the two exposure pathways in the local ordinance to protect young people from both secondhand smoke and vapor emissions.
- Outdoor places of employment where employees are expected to go (such as decks and patios) are also identified in the draft ordinance as locations where smoking and vaping would not be allowed.

The county will be moving forward with this work. In September we will be going to the Thurston County Board of Health to schedule a public hearing date. That hearing will be scheduled for no sooner than sometime in October, with public notice in the month before that date, according to the requirements.

If the local ordinance is adopted, Thurston County would look to have a time period (currently drafted as six months) to educate both the public and business owners before pursuing penalties.

If you have questions about this work or would like more information, please feel free to contact me.

Sincerely,

*Kateri Wimsett*

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Please note: I work Monday, Tuesday, Thursday, and Friday. If you send an email to me on a Wednesday, I will reply when I return to the office.

*Thurston County Public Health and Social Services - "Thriving, Hopeful, Healthy Communities"*