

# City of Tenino

149 Hodgen Street South  
Tenino, WA 98589

**City Council Meeting**  
**Tuesday, August 10, 2021 at 7:00 PM**

## **Agenda**

### **WORK SESSION**

### **CALL TO ORDER**

### **AGENDA APPROVAL**

1. Agenda for the Regular Meeting of the 8/10/21.

**Recommended Action:** Motion to approve the agenda as presented.

### **APPROVAL OF MINUTES**

2. Minutes of the regular City Council Meeting 7/27/2021

**Recommended Action:** Move to approve the minutes of the 7/27/2021 Regular Council Meeting as presented.

### **CONSENT CALENDAR**

3. Consent Calendar consisting of July 28, 2021 through August 10, 2021:

**Payroll EFT's in the amount of \$24,938.03**

**Claims Checks #30047 through #30074 and EFT's in the amount of \$202,611.44**

**for a grand total of \$227,549.47**

**Liquor Cannabis License:**

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

### **EXECUTIVE SESSION**

4. Executive Session regarding potential litigation.

### **PRESENTATIONS**

### **PUBLIC COMMENTS**

### **PUBLIC HEARING**

### **PROCLAMATIONS**

### **OLD BUSINESS**

## **NEW BUSINESS**

5. [Review Joint Agreement for Legal Services](#)

**Recommended Action:** Approve agreement

6. Discuss City IT Security revamp

## **RESOLUTIONS**

## **ORDINANCES**

## **REPORTS**

7.
  - 1) Chamber of Commerce
  - 2) Economic Development Council (EDC)
  - 3) Experience Olympia & Beyond (VCB)
  - 4) Fire District #12
  - 5) Library
  - 6) Museum
  - 7) Tenino Community Service Center
8.
  - 1) ARCH Commission
  - 2) Civil Service Commission
  - 3) Façade Improvement Grant Review Committee
  - 4) Finance Committee
  - 5) Planning Commission
  - 6) Public Safety Committee
9.
  - 1) Chief of Police
  - 2) Director of Public Works
  - 3) City Planner/Building Official
  - 4) City Attorney
  - 5) Clerk/Treasurer
  - 6) Mayor
10.
  - 1) Bucoda/Tenino Healthy Action Team (BTHAT)
  - 2) Community Investment Partnership (CIP)
  - 3) Solid Waste Advisory Board

**4) South Thurston Economic Development Initiative (STEDI)**

**5) TCOMM/911**

**6) Tenino School Board**

**7) Thurston Regional Planning Council (TRPC)**

**8) Transportation Policy Board**

**PUBLIC COMMENTS 2**

**ANNOUNCEMENTS**

**ADJOURNMENT**

**File Attachments for Item:**

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**Liquor Cannabis License:**

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

**Consent Calendar consisting of July 28, 2021 through August 10, 2021:**

- Payroll EFT's in the amount of \$24,938.03**
- Claims Checks #30047 through #30074 and EFT's in the amount of \$202,611.44**

**for a grand total of \$227,549.47**

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

**None**

# CHECK REGISTER

City Of Tenino

Time: 14:52:30 Date: 08/10/2021

07/28/2021 To: 08/10/2021

Page: 2

Trans	Date	Type	Acct #	Chk #	Claimant	Amount	Memo
* Transaction Has Mixed Revenue And Expense Accounts						227,549.47	Claims: 202,611.44 Payroll: 24,938.03

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 \_\_\_\_\_ 2021.

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

\_\_\_\_\_  
 Mayor

\_\_\_\_\_  
 Councilmember

\_\_\_\_\_  
 Councilmember

\_\_\_\_\_  
 Councilmember

\_\_\_\_\_  
 Councilmember

\_\_\_\_\_  
 Councilmember

## CHECK REGISTER

Time: 14:52:30 Date: 08/10/2021

07/28/2021 To: 08/10/2021

Page: 1

Trans	Date	Type	Acct #	Chk #	Claimant	Amount	Memo
2369	08/05/2021	Payroll	5	EFT	Cutter J Copeland	184.70	
2370	08/05/2021	Payroll	5	EFT	Rachel L Davidson	138.14	
2371	08/05/2021	Payroll	5	EFT	Wayne R Fournier	889.72	
2372	08/05/2021	Payroll	5	EFT	Linda Gotovac	69.07	
2373	08/05/2021	Payroll	5	EFT	Jason A Lawton	69.07	
2374	08/05/2021	Payroll	5	EFT	John J O'Callahan	69.07	
2375	08/05/2021	Payroll	5	EFT	Rebecca Anderson	2,135.00	
2376	08/05/2021	Payroll	5	EFT	Veronica A Barnes	1,581.02	
2377	08/05/2021	Payroll	5	EFT	Miles Cannon	1,763.61	
2378	08/05/2021	Payroll	5	EFT	Troy LK Cannon	2,080.95	
2379	08/05/2021	Payroll	5	EFT	Brent L Gibbs	2,606.29	
2380	08/05/2021	Payroll	5	EFT	John F Hutchings	2,411.31	
2381	08/05/2021	Payroll	5	EFT	Drew Johnson	1,795.87	
2382	08/05/2021	Payroll	5	EFT	Aaron Lee	1,907.44	
2383	08/05/2021	Payroll	5	EFT	Jason M Plaja	2,582.46	
2384	08/05/2021	Payroll	5	EFT	Maria Rodriguez	1,331.04	
2385	08/05/2021	Payroll	5	EFT	Jennifer N Scharber	1,319.40	
2386	08/05/2021	Payroll	5	EFT	Seth D Sharp	2,003.87	
2458	08/10/2021	Claims	5	30047	Actionaire Inc	201.96	
2459	08/10/2021	Claims	5	30048	Corporate Payment Systems	138.26	
2460	08/10/2021	Claims	5	30049	DetectaChem Inc	158.83	
2461	08/10/2021	Claims	5	30050	Dragon Analytical Laboratory	2,208.00	
2462	08/10/2021	Claims	5	30051	ERA	261.95	
2463	08/10/2021	Claims	5	30052	Geotech Environmental Equipment	1,398.41	
2464	08/10/2021	Claims	5	30053	H D Fowler Co	844.63	
2465	08/10/2021	Claims	5	30054	Highwire, Inc	42,170.76	
2466	08/10/2021	Claims	5	30055	Joes Refuse	976.13	
2467	08/10/2021	Claims	5	30056	KUBOTA Membrane USA Corp	118,770.00	
2468	08/10/2021	Claims	5	30057	Law Office of Richard L. Hughes PLLC	6,247.50	
2469	08/10/2021	Claims	5	30058	Miles Sand And Gravel Company	660.58	
2470	08/10/2021	Claims	5	30059	Matthew & Cathryn Miles	216.66	406600.20 - 1295 PARK AVE E
2471	08/10/2021	Claims	5	30060	Pitney Bowes Global Financial Svcs	518.16	
2472	08/10/2021	Claims	5	30061	Pitney Bowes	1,005.00	
2473	08/10/2021	Claims	5	30062	Puget Sound Energy	5,714.49	
2474	08/10/2021	Claims	5	30063	Rochester Lumber	549.30	
2475	08/10/2021	Claims	5	30064	Schaeffer's Mfg. Co.	1,274.04	
2476	08/10/2021	Claims	5	30065	Ronald Slade	75.00	
2477	08/10/2021	Claims	5	30066	Springbrook Holding Co LLC	1,521.50	
2478	08/10/2021	Claims	5	30067	Tenino Telephone Co	1,707.85	
2479	08/10/2021	Claims	5	30068	City Of Tenino	2,229.66	
2480	08/10/2021	Claims	5	30069	Utilities Underground Location	9.24	
2481	08/10/2021	Claims	5	30070	Valley Nut & Bolt	24.02	
2482	08/10/2021	Claims	5	30071	Verizon Wireless (Cell)	707.18	
2483	08/10/2021	Claims	5	30072	Voyager Fleet System	1,990.11	
2484	08/10/2021	Claims	5	30073	Water & Wastewater Svcs, Inc	7,355.22	
2485	08/10/2021	Claims	5	30074	Younglove & Coker	3,677.00	
						75,643.73	
001 General Government Fund #001							
002 Quarry Pool Fund #002						134.75	
101 City Street Fund #101						4,842.86	
401 Water Fund						5,123.32	
402 Water Capital Imp Fund						657.18	
410 Sewer Fund						21,558.42	
421 Sewer Capital Improvement Fund						119,589.21	

5.

**File Attachments for Item:**

5. Review Joint Agreement for Legal Services

**Recommended Action:** Approve agreement

## COMMON INTEREST/JOINT AGREEMENT FOR LEGAL SERVICES

THIS AGREEMENT is entered into by and between the City of Lacey, (hereinafter referred to as "Lacey"), the City of Tumwater, (hereinafter referred to as "Tumwater"), the City of Olympia, (hereinafter referred to as "Olympia"), the City of Yelm (hereinafter referred to as "Yelm"), the City of Tenino (hereinafter referred to as "Tenino"), and Thurston County (hereinafter referred to as "Thurston"). The entities are all Washington corporations, and are referred to herein collectively as "the Parties."

### **Section 1. Scope of Agreement.**

The Parties agree to contract with each other to assist the Parties in determining the process and policies for responding to legislation passed in 2021 that affects police and fire department response.

### **Section 2. Exchange of Materials/Non-waiver of Privilege.**

A. The Parties agree that from time to time as part of the joint discussions intended by this Agreement, they may share materials or information which may contain confidential and privileged communications that are protected from discovery by the attorney-client privilege and/or the work product doctrine (collectively, "Exchanged Materials")

B. It is the Parties' intention and understanding that such exchanging or sharing of materials or information is to be in the furtherance of the joint and common interests of the Parties. Therefore, any Exchanged Materials that are otherwise protected against disclosure by the attorney-client privilege, the work product doctrine, or any other applicable privileges and rules of confidentiality will not, by the fact of exchange between the Parties, suffer waiver of any applicable privilege, lose protection from disclosure, or be deemed to have reduced confidentiality. The Parties also understand that sharing or exchanging otherwise non-privileged or non-protected materials will not bestow any privilege, protection, or immunity from production upon such materials. Uncertainty as to the applicability of a privilege shall result in treating the material as privileged until such time as the uncertainty is resolved.

C. The Parties agree to mark all privileged Exchanged Materials with the legend "CONFIDENTIAL AND PRIVILEGED COMMUNICATION, PROVIDED OR PRODUCED PURSUANT TO JOINT CONFIDENTIALITY AGREEMENT," or other similar language; however, the failure of any Party to so mark Exchanged Materials shall not create a presumption that the materials are exchanged outside the protection of this Agreement. It shall be presumed that materials exchanged between the Parties are exchanged pursuant to this Agreement unless the contrary is explicit and in writing.

D. The Parties agree that Exchanged Materials will be disclosed only to the Parties, their counsel, specialty counsel retained for the subject of this Agreement, and employees or agents who have need of the Exchanged Materials to further the purpose of this Agreement.

**Section 3. Withdrawal from Agreement.**

Any party may withdraw from this Agreement at any time. Withdrawal shall be effective immediately upon receipt of written notice by the other parties.

**Section 4. Changes.**

Any party may request changes to this Agreement, however, no change or addition to this Agreement shall be valid or binding upon any party unless such change or addition be in writing and signed by the Parties. Such amendments shall be attached to and made part of this Agreement.

**Section 5. Administration.**

Each party shall be responsible for administering the terms of this Agreement. No separate legal entity is created by reason of entering into this Agreement. The Parties shall each designate a representative for purposes of contacting and/or meeting with the retained attorney.

**Section 6. Attorney Fees and Costs.**

If any legal proceeding is brought for the enforcement of this Agreement, or because of a dispute, breach, default, or misrepresentation in connection with any of the provisions of this Agreement, the prevailing party shall be entitled to recover from the other party(s), in addition to any other relief to which such party may be entitled, reasonable attorney's fees and other costs incurred in that action or proceeding.

**Section 7. Jurisdiction 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 party hereto that this Agreement shall be governed by laws of the State of Washington, both as to interpretation and performance. Any action of law, suit in equity, or judicial proceeding for the enforcement of this Agreement or any provisions thereof, shall be instituted and maintained only in any of the courts of competent jurisdiction in Thurston County, Washington.

**Section 8. Severability.**

If, for any reason, any part, term or provision of this Agreement is held by a court of the United States to be illegal, void or unenforceable, the validity of the remaining provisions shall not be affected, and the rights and obligations of the parties shall be construed and enforced as if the Agreement did not contain the particular provision held to be invalid. If it should appear that any provision hereof is in conflict with any statutory provision of the State of Washington, said provision which may conflict therewith shall be deemed inoperative and null and void insofar as it may be in conflict therewith, and shall be deemed modified to conform to such statutory provisions.

**Section 9. Entire Agreement.**

The Parties agree that this Agreement is the complete expression of the terms hereto and any oral representations or understandings not incorporated herein are excluded. Further, any modification of this Agreement shall be in writing and signed by the Parties. Failure to comply with any of the provisions stated herein shall constitute material breach of contract and cause for termination. The Parties recognize time is of the essence in the performance of the provisions of this Agreement. It is also agreed by the Parties that the forgiveness of the nonperformance of any provision of this Agreement does not constitute a waiver of the provisions of this Agreement.

**Section 10. Counterparts.**

This Agreement may be executed in a number of identical counterparts which, taken together, constitute collectively one Agreement; but in making proof of this Agreement, it is not necessary to produce or account for more than one such counterpart. Additionally, (i) the signature pages taken from separate individually executed counterparts of this Agreement may be combined to form multiple fully executed counterparts; and (ii) a facsimile signature or an electronically scanned signature, or an electronic or digital signature where permitted by law, must be deemed to be an original signature for all purposes. All executed counterparts of this Agreement are originals, but all such counterparts, when taken together constitute one and the same Agreement.

**Section 11. Ratification.**

Any work performed prior to the effective date that falls within the scope of this Agreement and is consistent with its terms is hereby ratified and confirmed.

IN WITNESS WHEREOF, this Agreement is executed by the Parties as of the date set forth below.

**CITY OF LACEY**

**CITY OF TUMWATER**

By: \_\_\_\_\_  
Scott Spence, City Manager

By: \_\_\_\_\_  
Pete Kmet, Mayor

Date: \_\_\_\_\_

Date: \_\_\_\_\_

Approved as to form:

Approved as to form:

\_\_\_\_\_  
David Schneider, City Attorney

\_\_\_\_\_  
Karen Kirkpatrick, City Attorney

**CITY OF YELM**

By: \_\_\_\_\_

Date: \_\_\_\_\_

Approved as to form:

\_\_\_\_\_  
Brent Dille, City Attorney

**CITY OF OLYMPIA**

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

Date: \_\_\_\_\_

Approved as to form:

\_\_\_\_\_  
Annaliese Harksen  
Deputy City Attorney

**CITY OF TENINO**

By: \_\_\_\_\_  
Wayne Fournier, Mayor

Date: \_\_\_\_\_

Approved as to form:

\_\_\_\_\_  
Richard L. Hughes, City Attorney

**THURSTON COUNTY**

By: \_\_\_\_\_

Date: \_\_\_\_\_

Approved as to form:

\_\_\_\_\_  
Rick Peters, Deputy Prosecutor