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# City of Tenino

Washington

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## TENINO CREATIVE DISTRICT

Port of Olympia Small Cities Economic Development Fund Program Application

The City of Tenino was certified by the Washington State Arts Commission in July 2020. The Washington State Arts Commission awarded the City of Tenino a Creative District Pilot Project that requires matching funds. The City applied to have their City owned parking lot paved. The parking lot is located in the heart of the Creative District and behind the Sandstone Café. The current parking lot is a mixture of dirt, potholes and deteriorating asphalt. The existing parking arrangements are haphazard and inherently inefficient in the use of the space. The City believes that fixing the parking lot will lead to additional residents and visitors staying and shopping in downtown Tenino and helping to retain existing businesses and jobs and creation of new ones.

The original estimate of the project in July 2020 was \$52,000. It appears the cost will be closer to \$75,000 to \$80,000. The Washington State Arts Commission Pilot Project Grant amount is \$26,416.66. Please see attached contract. The Tenino Area Chamber of Commerce has committed to match the grant with \$10,000. The City of Tenino is seeking additional funds to match the Washington State Arts Commission Grant and to complete the project. The City of Tenino is looking at the potential of using its Public Works Department to complete some of the work as in-kind to match the grant.

Timeline:

2021 January-March finish fund identification to complete the project.

March-April design the project

April issue RFP for paving the parking lot

May-June- project is completed by June 30, 2021

For more information please contact Mayor Wayne Fournier, 360-246-2368, [mayor@ci.tenino.wa.us](mailto:mayor@ci.tenino.wa.us)

## SMALL CITY ECONOMIC DEVELOPMENT FUND

### 1. Applicant Information

City: Tenino	
Address: P.O. BOX 4019	
Phone: 360-246-2368	Contact: Mayor Wayne Fournier
Date: 3/1/2021	Amount Requested: \$ 10,000

### 2. Project Information

Title: Tenino City Parking Lot- Tenino Creative District Pilot Project
Description: The city will pave the city owned parking lot that has not had any maintenance for many years. It is part dirt and the rest of it has many potholes and uneven surfaces.
Use of Funds: (e.g. professional services, site readiness, feasibility) The funds will be for site readiness and paving.

### 3. Benefits / Needs of Project

<p>1) Is project related to job expansion/retention, recruitment or feasibility? 2) Describe job creation: direct or potential impacts?                  3) Is it consistent with local or area plans? 4) Is status "ready-to-go," "last-dollars-in," or will help secure other sources, 5) will it help meet developer/business need timeline?</p> <p>The City has identified the downtown core and the new Certified Creative District as a top economic development priority to attract residents and visitors to downtown. Parking has been identified as a key issue in attracting and keeping residents and visitors in downtown.</p> <p>The funding will match other grants to have the project completed by 6/31/2021</p>
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### 4. Budget

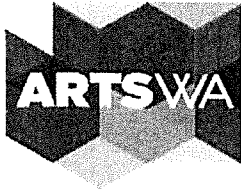
Total cost:	\$ Est. \$75,000	Dollars committed from own/other sources (attach evidence):	\$ 36,000*
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### 5. Schedule

Attach a timeline for the project.
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### 6. Interlocal Government Agreement

Agreement is in place.
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WASHINGTON STATE  
ARTS COMMISSION

WASHINGTON STATE ARTS COMMISSION  
CREATIVE DISTRICTS PROGRAM  
RCW 43.17

Contract # 2021-007-CD

Name:	City of Tenino
Address:	P.O. Box 4019 Tenino, WA 98589
Phone Number:	(360) 264-2368
E-mail:	clerktreasurer@ci.tenino.wa.us
Washington State UBI #:	343 000 396
Statewide Vendor #:	000 1495-00

#### PROFESSIONAL SERVICES CONTRACT

This Contract is entered into by and between the Washington State Arts Commission (COMMISSION) 711 Capitol Way S., Suite 600, PO Box 42675, Olympia, WA 98504-2675 and

CITY OF TENINO hereinafter referred to as CONTRACTOR.

The COMMISSION and CONTRACTOR MUTUALLY UNDERSTAND AND AGREE AS FOLLOWS:

The COMMISSION and CONTRACTOR enter into this Contract for the purpose of developing, sponsoring, promoting or administering [describe the activity, project or program], which is related to the growth and development of the arts and humanities in the State of Washington. RCW 43.46 provides the statutory authorization for this Contract. It is administered under WAC Title 30.

The CONTRACTOR agrees to perform the following services for the COMMISSION:

#### 1) SCOPE OF WORK:

Contractor agrees to:

- (a) Complete paving of City of Tenino owned dirt parking lot with asphalt parking lot located in the Tenino Creative District;
- (b) Complete painted murals along the building surfaces surrounding the parking lot.

## **2) BUDGET**

Up to \$26,416.66 in Capital Funds.

## **3) PAYMENT SCHEDULE**

The CONTRACTOR's compensation for services rendered shall be based in accordance with the following terms and conditions:

1. No funds will be paid to the CONTRACTOR in advance of the stated start date.
2. All requests for payment shall be made using the Invoice Voucher (Form A19-1A), *Attachment "A"*.
3. Payments will be made AFTER the expenses for which COMMISSION funds were committed have been incurred.
4. The COMMISSION will make payment to the CONTRACTOR within 45 business days of receipt of a properly completed Invoice Voucher submitted with documentation, if documentation is applicable.

The COMMISSION agrees to pay the CONTRACTOR a fee not to exceed:

Up to \$26,416.66.

## **4) TIME SCHEDULE**

The services covered by this Contract begin on **October 19, 2020** or date of execution on the contract, whichever date is later, and ends on **June 30, 2021**.

## **5) INDEMNIFICATION**

To the fullest extent permitted by law, CONTRACTOR shall indemnify, defend, and hold harmless the State of Washington, the COMMISSION, agencies of State, and all officials, agents, and employees of State, from and against any liability, damages, claims, suit, and/or expenses arising out of or resulting from the performance of the Contract. CONTRACTOR's obligation to indemnify, defend, and hold harmless includes any claim by CONTRACTOR's agents, employees, representatives, or any subcontractor or its employees.

CONTRACTOR expressly agrees to indemnify, defend, and hold harmless the State for any claim arising out of or incident to CONTRACTOR's or any sub-CONTRACTOR's performance or failure to perform the Contract. CONTRACTOR shall be required to indemnify, defend, and hold harmless the State only to the extent claim is caused in whole or in part by negligent acts or omissions of CONTRACTOR. CONTRACTOR waives its immunity under Title 51 RCW to the extent it is required to indemnify, defend and hold harmless State and its agencies, officials, agents, or employees.

## **6) INDEPENDENT CONTRACTOR**

This Contract creates an independent CONTRACTOR relationship. The CONTRACTOR and its employees or agents performing under this Contract are not employees or agents of the COMMISSION or the State of Washington. The CONTRACTOR and its employees or agents will not hold themselves out as nor claim to be officers or employees of the COMMISSION or of the State of Washington by reason of this Contract and will not make any claim, demand, or application to or for any right or privilege which would accrue to such an officer or employee under law. The COMMISSION shall not control or otherwise supervise the manner in which this Contract is performed. Conduct and control of the work will be solely with the CONTRACTOR.

All payments accrued on account of payroll taxes, unemployment contributions, any other taxes, insurance or other expenses for the CONTRACTOR or its staff shall be the sole responsibility of the CONTRACTOR.

**7) COMPLIANCE WITH LAWS AND REGULATIONS**

The CONTRACTOR shall comply with, and COMMISSION is not responsible for determining compliance with, all applicable and current federal, state, and local laws, regulations, and policies, including all applicable local, state, and federal licensing, accreditation, and registration requirements/standards necessary for the performance of this Contract. The CONTRACTOR shall complete registration with the Department of Revenue, as applicable, and be responsible for payment of all taxes due on payments made under this Contract.

During the performance of this Contract, the CONTRACTOR shall comply with all federal and state nondiscrimination laws, regulations, or policies. The CONTRACTOR shall have no mandatory individual arbitration clauses and Class or Collective Action Waivers for Employees. The CONTRACTOR shall not require its employees, as a condition of employment, to sign or agree to mandatory individual arbitration clauses or class or collective action waivers.

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

**8) AMENDMENTS AND WAIVER**

No provision of this Contract may be amended, modified or supplemented except in writing signed by the COMMISSION and the CONTRACTOR.

Waiver of any breach of any term or condition of this Contract shall not be deemed a waiver of any prior or subsequent breach. No term or condition of this Contract shall be held to be waived, modified, or deleted except by a written instrument signed by the parties.

**9) TERMINATION FOR CAUSE**

If the COMMISSION determines the CONTRACTOR has failed to comply with the terms of this Contract in a timely manner, the COMMISSION has the right to suspend or terminate the Contract. Before suspending or terminating the Contract, the COMMISSION shall notify the CONTRACTOR in writing of the need to take corrective action. If corrective action is not taken within fifteen (15) days of receiving notice, COMMISSION may terminate or suspend the Contract.

**10) TERMINATION FOR CONVENIENCE**

If the state government or other funding source withdraws, reduces, or limits in any way the funds appropriated for the work under this Contract, the COMMISSION may terminate the Contract for convenience without advance notice. The CONTRACTOR shall be reimbursed for eligible fees and expenses incurred prior to the effective date of such termination and not otherwise paid for by the COMMISSION, as the COMMISSION reasonably determines.

**11) INSURANCE**

In the event that services delivered pursuant to this Contract involve the use of vehicles, or the transportation of clients, current automobile liability insurance shall be required. CONTRACTOR will waive all rights against the State of Washington for the recovery of damages to the extent they are covered by automobile liability insurance, business auto liability or commercial umbrella liability insurance. Upon request, CONTRACTOR shall furnish evidence in the form of a certificate of

insurance satisfactory to the State of Washington. Failure to provide proof of insurance, as required, will result in Contract cancellation.

**12) RECORDS RETENTION**

The CONTRACTOR shall maintain all books, records, documents, data and other evidence relating to this Contract and performance of the services described herein, including but not limited to accounting procedures and practices which sufficiently and properly reflect all direct and indirect costs of any nature expended in the performance of this Contract. CONTRACTOR shall retain such records for a period of six years following the date of final payment. At no additional cost, these records, including materials generated under the Contract, shall be subject at all reasonable times to inspection, review or audit by the COMMISSION, personnel duly authorized by the COMMISSION, the Office of the State Auditor, and federal and state officials so authorized by law, regulation, or agreement.

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

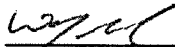
**13) ENTIRE AGREEMENT**

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

This Contract is effective on: **October 19, 2020 or date of execution on the contract, whichever date is later, and ends on June 30, 2021.**

**CITY OF TENINO**

**Washington State Arts Commission**

  
\_\_\_\_\_  
*Signature of party authorized to sign for CONTRACTOR)*

\_\_\_\_\_  
*Karen Hanan, Executive Director*

*Wayne Fournier*  
\_\_\_\_\_  
*(Printed name of signatory)*

\_\_\_\_\_  
*(Signature Date)*

*Mayer*  
\_\_\_\_\_  
*(Title of signatory)*

*October 28, 2020*  
\_\_\_\_\_  
*(Signature Date)*

APPROVED AS TO FORM:

\_\_\_\_\_  
*(Signature of Sharon James, Assistant Attorney General, State of Washington, on file in the fiscal office)*