

**Memorandum of Understanding between the
City of Tenino and Thurston County**

This Memorandum of Understanding ("MOU") is made and entered into as of the date of the last signature hereon by and between the City of Tenino, a municipal corporation (hereinafter referred to as "CITY"), and Thurston County Community Planning and Economic Development Department (hereinafter referred to as "COUNTY"), together hereinafter referred to as the "PARTIES." WITNESSETH:

WHEREAS, the County maintains an interest in promoting and conducting public information, education and interpretive programs pertaining to county history and county cultural resources in supporting historic preservation and education in Thurston County, and in 1984 Thurston County formed the Historical Commission to advance these interests; and

WHEREAS, the CITY owns and operates Tenino Park, which features an existing interpretive kiosk that requires modification to enhance security, reduce vandalism, and improve visitor engagement; and

WHEREAS, the COUNTY has prepared proposed modifications to open up the kiosk structure and reuse existing wall materials as supports for interpretive panels; and

WHEREAS, the PARTIES wish to collaborate on the design, fabrication, installation, and ongoing content management of eight interpretive panels (approximately 30" × 44" each) within the kiosk

NOW, THEREFORE, the CITY and COUNTY, in consideration of the mutual terms, conditions, covenants, and provisions contained herein, and the mutual benefits received hereunder, agree as follows:

1. The above recitals are incorporated by reference as though set out in full herein.
2. **Purpose and Scope**
 - a. The PARTIES will collaborate on the design, fabrication, installation, and management of eight interpretive panels (approximately 30" × 44" each) within the modified kiosk at Tenino Park.
 - b. One panel will feature a regional map; the remaining panels will cover rotating topics jointly approved by the PARTIES.
3. **Panel Subjects**
 - a. Initial topics may include Fort Henness, Wooden Dollars, Chehalis Tribe, Sandstone Quarry, Railroad History, Logging Heritage, Old Highway 99, South County History, Bucoda History, Local Geology, and other subjects as mutually decided.
 - b. Rotation of panel content with new information is a priority to maintain visitor interest and educational value.
4. **Construction, Material and Volunteer Contributions**
 - a. The COUNTY will:
 - i. Recruit volunteer carpenters to assist with construction.
 - ii. Provide additional materials needed beyond reused wall elements.
 - iii. Deliver print-ready electronic files and printed copies of all eight panels.

- b. The CITY will:
 - i. Supply Public Works assistance for kiosk modifications and installation.
 - ii. Grant access to Tenino Museum archives for photographic resources.
 - iii. Perform ongoing maintenance of the kiosk and panels once installed.

5. Content Development and Review

- a. The COUNTY and CITY will jointly recruit writers and historians to draft panel text and source images.
 - b. The Thurston County Community Planning and Economic Development staff will review panel drafts for ADA compliance, plain-language clarity, and print/background contrast.
 - c. Final content approval rests with the CITY, following cooperative review by the COUNTY and the CITY's representative, Jennifer Reeves.
6. This MOU shall remain in effect in perpetuity unless amended by mutual consent of the signing representatives from the CITY and the COUNTY or terminated. Either Party may terminate this Agreement, with or without cause, after providing the other Party with at least 60 days' prior notice.
7. The parties mutually agree to defend, indemnify and hold the other, its officers, officials, employees, and volunteers harmless from any and all claims, injuries, damages, losses or suits, including reasonable attorney fees, to the extent caused by each entity's respective negligence in performance of its responsibilities under this Agreement.
8. This Agreement shall be governed by the laws of the state of Washington as to interpretation and performance. The parties hereby agree that the venue for enforcement of this Agreement shall be the Superior Court of Thurston County.

IN WITNESS WHEREOF, the parties hereto have entered into this Memorandum of Understanding this _____ day of _____, 2025.

CITY OF TENINO

THURSTON COUNTY

Dave Watterson, Mayor

Ashley Arai

Ashley Arai, CPED Director

Date

12-15-25

Date

APPROVED AS TO FORM:

Travis Burns

Travis Burns, County Deputy Prosecuting Attorney

12/10/25

Date