

## **COUNCILMEMBERS**

### **Position No.**

1. Tod Gunther
2. John Kelly
3. Tony Belot
4. John Williams
5. Gregg Bradshaw
6. Greg Hogan
7. Scott Drennen



**REVISED**

## **ORTING CITY COUNCIL**

Study Session Meeting Agenda  
Orting Multi-Purpose Center  
202 Washington Ave. S, Orting, WA  
January 15<sup>th</sup>, 2020  
**6PM.**

**Deputy Mayor Greg Hogan, Chair**

- 1. CALL MEETING TO ORDER, PLEDGE AND ROLL CALL.**
- 2. COMMITTEE REPORTS**
  - Public Works**  
✚ *CM Drennen / CM Bradshaw*
  - Public Safety**  
✚ *CM Kelly / CM Belot*
  - Community and Government Affairs**  
✚ *CM Gunther / CM Williams*
- 3. STAFF REPORTS**
- 4. AGENDA ITEMS**
  - A. AB20-05-Interlocal Agreement-South Correctional Entity. (SCORE)**  
✚ *CM Kelly/ CM Belot*
  - B. AB20-06-South Sound 911 Agreement.**  
✚ *CM Kelly/CM Belot*
  - C. AB20-07-Discussion- Vacating of Property.**  
✚ *Mark Bethune*
  - D. AB 20-08-Generator Purchase & Installation/New Municipal Center.**  
✚ *CM Drennen/CM Bradshaw*
  - E. Discussion-Car Tab Fees.**  
✚ *Mayor Penner*
  - F. AB20-9-Tourism Video.**  
✚ *Mark Bethune*
  - G. AB20-10- Commerce Grant.**  
✚ *Mark Bethune/ Emily Adams*
- 5. EXECUTIVE SESSION**
- 6. ADJOURNMENT- Motion: To Adjourn.**

*Americans with Disabilities Act – reasonable accommodations provided upon request (360) 893-2219*  
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**Upcoming Meeting: Next Regular Meeting: January 29<sup>th</sup>, 2020, 7pm, (MPC)**



**City Of Orting  
Council Agenda Summary Sheet**

	<b>Agenda Bill #</b>	<b>Recommending Committee</b>	<b>Study Session Dates</b>	<b>Regular Meeting Dates</b>
<b>Subject: ILA for Inmate Housing-South Correctional Entity (SCORE)</b>	<b>AB20-05</b>	<b>Public Safety</b>		
		<b>1.10.20</b>	<b>1.15.20</b>	
	<b>Department:</b>	Police		
	<b>Date Submitted:</b>	1.9.20		
<b>Cost of Item:</b>	₱			
<b>Amount Budgeted:</b>	₱			
<b>Unexpended Balance:</b>	₱			
<b>Bars #:</b>				
<b>Timeline:</b>				
<b>Submitted By:</b>				
<b>Fiscal Note:</b>				
<b>Attachments:</b> Agreement				
<b>SUMMARY STATEMENT:</b>				
<p>SCORE was formed by its Member Cities as a governmental administrative agency pursuant to RCW 39.34.030(3) to operate and maintain a consolidated correctional facility located in the city of Des Moines to provide correctional services essential to the preservation of the public health, safety and welfare.</p> <p>The City of Orting Police Department desires to transfer custody of certain inmates to SCORE to be housed at the SCORE Facility. This Agreement is entered into by and between the Parties pursuant to chapters 39.34 and 70.48 RCW, which provide for interlocal agreements for sharing of correction/detention facilities between local governments.</p> <p>The former contract with Score expired. The Fees for the new contract are laid out in Exhibit A.</p>				
<b>RECOMMENDED ACTION:</b> Move forward to the consent agenda for the meeting on January 29 <sup>th</sup> , 2020.				
<b>MOTION:</b> To authorize the Mayor to enter in to a Inter local Agreement with "SCORE" as presented.				

## INTERLOCAL AGREEMENT FOR INMATE HOUSING

THIS INTERLOCAL AGREEMENT FOR INMATE HOUSING (hereinafter "Agreement") is made and entered into by and between the SOUTH CORRECTIONAL ENTITY, a governmental administrative agency formed pursuant to RCW 39.34.030(3) ("SCORE") and the CITY OF Orting a municipal corporation organized under the laws of the State of Washington (hereinafter the "Contract Agency" together with SCORE, the "Parties" or individually a "Party").

### RECITALS

**WHEREAS**, SCORE was formed by its Member Cities (as defined herein) as a governmental administrative agency pursuant to RCW 39.34.030(3) to operate and maintain a consolidated correctional facility located in the city of Des Moines (the "SCORE Facility") to serve the Member Cities, federal and state agencies and other local governments that contract with SCORE from time to time to provide correctional services essential to the preservation of the public health, safety and welfare; and

**WHEREAS**, the Contract Agency desires to transfer custody of certain inmates to SCORE to be housed at the SCORE Facility; and

**WHEREAS**, this Agreement is entered into by and between the Parties pursuant to chapters 39.34 and 70.48 RCW, which provide for interlocal agreements for sharing of correction/detention facilities between local governments;

In consideration of the mutual covenants, conditions, and promises contained herein, the Parties hereto mutually agree as follows:

### SECTION 1. DEFINITIONS.

Terms defined in the recitals of this Agreement are incorporated herein as if fully set forth in this Agreement. Capitalized terms used herein shall have the following meanings. Terms not otherwise defined herein shall have the meanings set forth in the Interlocal Agreement.

**Detainer** means a legal order authorizing or commanding another agency a right to take custody of a person.

**Commencement Date** means January 1, 2020.

**Contract Agency Inmate** means a person or persons subject to the Contract Agency's custody who is transferred to SCORE's custody under this Agreement.

**Daily Bed Rate** means the daily rate the Contract Agency is charged to occupy a general population bed, as set forth in Exhibit A.

**Daily Surcharge Rates** means any of the following special charges as defined in Exhibit A: Daily Surcharge Rates: Medical-Acute; Mental Health-Acute; and Mental Health-General Population.

**Guaranteed Bed Rate** means a reduced Daily Bed Rate - Guaranteed, as set forth in Exhibit A.

**Inmate** means a person or persons transferred to SCORE's custody to be housed at the SCORE Facility. The term "Inmates" includes Contract Agency Inmates.

**Interlocal Agreement** means the Amended and Restated SCORE Interlocal Agreement dated as of October 1, 2009, executed among the parties thereto for the purpose of forming SCORE.

**Mental Health - Residential Beds** means Inmates clinically determined by SCORE Health Services Provider, or its successor charged with the same duties, as needing ongoing mental health care services and specialized housing in SCORE's Mental Health - Residential Unit.

**Medical – Acute Beds** means an Inmate clinically determined by SCORE Health Services Provider, or its successor charged with the same duties, as needing the level of medical services and housing provided in SCORE's medical clinic.

**Mental Health – Acute Beds** means an Inmate clinically determined by SCORE Health Services Provider, or its successor charged with the same duties, as needing the level of psychiatric services and specialized housing in SCORE's Mental Health - Acute Unit.

**Member City** has the meaning set forth in the Interlocal Agreement.

**Non-Guaranteed Bed Rate** means a higher Daily Bed Rate – Non-Guaranteed, as set forth in Exhibit A.

**SCORE Facility** means the correctional facility maintained and operated by SCORE located at 20817 17<sup>th</sup> Avenue South, Des Moines, WA 98198.

**Termination Date** means December 31, 2024.

## **SECTION 2. TERM.**

This Agreement shall commence at 12:00 a.m. PST on the Commencement Date and terminate at 11:59 p.m. PST on the Termination Date, unless sooner terminated by either Party in accordance with this Agreement. This Agreement may be renewed for any successive period by written addendum under terms and conditions acceptable to the Parties.

## **SECTION 3. INMATE HOUSING AND SERVICES.**

Subject to the terms of this Agreement, SCORE hereby agrees to accept Contract Agency Inmates and to provide housing, care, and custody of those Contract Agency Inmates pursuant to SCORE policies and procedures. Additional related services and associated fees, if any, to be provided to Contract Agency Inmates and/or the Contract Agency are listed in Exhibit A.

To the greatest extent permitted by law, SCORE shall have the right to refuse to accept an individual in custody of the Contract Agency or to return any Contract Agency Inmate to the Contract Agency for any reason, including but not limited to if, in the sole discretion of SCORE, such individual presents a substantial risk of escape, of injury to self or other persons or property, of adversely affecting or significantly disrupting the operations of the SCORE Facility, and/or has a medical illness or injury that makes housing such individual not in the best interest of SCORE or other Inmates as described in Exhibit D. Final acceptance of an individual based on illness or injury is determined upon approval of medical staff at the time of booking.

## **SECTION 4. COMPENSATION.**

In consideration of SCORE's commitment to provide housing and related services for Contract Agency Inmates, the Contract Agency agrees to pay SCORE the fees and charges set forth in Exhibit A.

Such fees and charges may include, but are not limited to, booking, daily bed rate, medical and specialty, mental health, transportation, security, other charges and/or negotiated fees.

SCORE may from time to time revise the fees and charges for housing and related services under this Agreement during the term of this Agreement. SCORE shall give advance notice of any change to its fees and charges for such service in order to allow the Contract Agency sufficient time to adjust its annual budget. Unless otherwise agreed to by the Parties hereto, any new fees and charges under a new fee schedule shall become effective on January 1 of the following year.

The Contract Agency shall acknowledge receipt of the rates and charges schedule in writing and such acknowledgement shall be deemed to be an amendment to this Agreement and incorporated as if fully set forth herein without the necessity of a formal amendment or separate approval by the legislative authority of the Contract Agency or the Administrative Board of SCORE.

#### **SECTION 5. TRANSPORTATION, BOOKING, CLASSIFICATION, DISCIPLINE AND RELEASE PROCEDURES.**

- A. Transportation. The Contract Agency is responsible for the transportation of Contract Agency Inmates to the SCORE Facility, including all costs associated therewith.
- B. Booking. Contract Agency Inmates shall be booked pursuant to SCORE's booking policies and procedures. Pursuant to RCW 70.48.130, and as part of the booking procedure, SCORE shall obtain general information concerning the Contract Agency Inmate's ability to pay for medical care, including insurance or other medical benefits or resources to which a Contract Agency Inmate is entitled. The information is used for third party billing.
- C. Classification. Contract Agency Inmates shall be classified pursuant to SCORE's classification policies and procedures, and within the sole discretion and reasonable judgment of SCORE. The Contract Agency shall provide sufficient information regarding each Contract Agency Inmate as needed to allow SCORE to make such classification. Contract Agency Inmates shall be assigned to housing pursuant to SCORE's policies and procedures, and within the sole discretion and reasonable judgment of SCORE as provided in Exhibit F.
- D. Inmate Discipline. SCORE shall discipline Contract Agency Inmates according to SCORE policies and procedures and in the same manner which other Inmates are disciplined; provided, however, nothing contained herein shall be construed to authorize the imposition of a type of discipline that would not be imposed on a comparable Inmate, up to and including the removal of earned early release credits as approved by the Contract Agency.
- E. Release. Except for work programs or health care, and during emergencies, Contract Agency Inmates shall not be removed and/or released from the SCORE Facility without written authorization from the Contract Agency or by the order of a court of competent jurisdiction. Other jurisdictions may "borrow" a Contract Agency Inmate according to policies and procedures of SCORE and as listed in Exhibit G.

Contract Agency Inmates will be transported at the time of release as follows: SCORE will release each Contract Agency Inmates to the Contract Agency at a mutually agreeable location. Alternatively, SCORE will provide transportation upon release to either the closest Member City of arrest, or the Member City of residence, whichever is closer, unless confirmed transportation is available at the time of release. Additional fees, if any, for transportation outside of King County are included in Exhibit A.

Contract Agency Inmates for whom bail is posted, or who otherwise have a right to be released, may choose to remain in custody at the SCORE Facility by signing written waiver and return to the Contract Agency by the regularly scheduled transport, be released to a family member or friend with confirmed transportation, or be released via private taxi.

#### **SECTION 6. INMATE MEDICAL RECORDS, CLOTHING, BEDDING, PROPERTY AND WORK PROGRAMS.**

- A. Inmate Medical Records. Should a Contract Agency Inmate receive medical care for injuries or illness at the time of arrest and prior to booking at the SCORE Facility, the Contract Agency shall provide medical documentation pertaining to injury or illness to SCORE at the time of booking if the Contract Agency has access to such records. If the Contract Agency cannot provide such records, SCORE, in its sole discretion, may refuse to accept a Contract Agency Inmate.
- B. Inmate Property. SCORE agrees to provide each Contract Agency Inmate with necessary or appropriate clothing and essential hygiene items. SCORE shall accept, hold and handle, and return any Contract Agency Inmate property in accordance with SCORE's policies and procedures, and shall be responsible only for Contract Agency Inmate property actually delivered into SCORE's possession. In the event a Contract Agency Inmate is being transported from a Contract Agency designated detention or correction facility, it will be the responsibility of the Contract Agency to process the Contract Agency Inmate's property not delivered and accepted into SCORE's possession as provided in Exhibit E.
- C. Work Programs. SCORE may assign Contract Agency Inmates to work programs such as inside and outside work crews, kitchen and facility duties, and other appropriate duties pursuant to SCORE's policies and procedures and within the sole discretion and judgment of SCORE.
- D. Visitation. SCORE shall provide reasonable scheduled visitation for Contract Agency Inmates. Inmate visitation may be accessible via video connection by third party provider at off-site locations for an access fee. Complimentary video visit access is available at the SCORE Facility. Confidential telephones or visitation rooms shall be available to a Contract Agency Inmate to communicate with his or her legal counsel.
- E. Inmate Accounts. SCORE shall establish and maintain a non-interest bearing account for each Contract Agency Inmate. Upon returning custody of a Contract Agency Inmate to the Contract Agency, SCORE shall transfer the balance of that Contract Agency Inmate's account that is not subject to charges, to the Contract Agency Inmate or to the Contract Agency in the form of cash, check, debit card or other agreed upon method in the name of the Contract Agency Inmate.

#### **SECTION 7. HEALTH CARE.**

SCORE shall provide in-facility medical care commonly associated with corrections operations as guided by American Correctional Association or National Commission on Correctional Health Care.

Contract Agency Inmates shall be responsible for co-payment for health services according to SCORE policy. The Contract Agency shall not be responsible to SCORE for Contract Agency Inmate co-payments. No Contract Agency Inmate shall be denied necessary health care because of an inability to pay for health services.

In-facility medical, dental, and mental health services are included in the daily rate set forth in Exhibit A. Should a Contract Agency Inmate require medical, mental health, dental, and/or other medical services at an outside medical or health care facility, SCORE shall notify the Contract

Agency's designee (either by written or electronic means) within a reasonable time period before the Contract Agency Inmate receives such medical, mental health, dental or any other medical services. Notwithstanding the foregoing, the Contract Agency acknowledges that such notice may not be reasonably possible prior to emergency care.

Except to the extent that a Contract Agency Inmate can pay pursuant to Section 5.B, the Contract Agency shall pay for all medical, mental health, dental or any other medical services or equipment that are required to care for Contract Agency Inmates outside of the SCORE Facility in addition to the charges listed in Exhibit A. Lack of prior notice shall not excuse the Contract Agency from financial responsibility for such expenses, and shall not be a basis for imposing financial responsibility for related medical expenses on SCORE. SCORE shall bear the expense of any such medical care necessitated by improper conduct of SCORE, or of its officers or agents.

If a Contract Agency Inmate is admitted to a hospital, the Contracting Agency will be responsible for hospital security unless other arrangements are made with SCORE. SCORE, in its sole discretion, may, or at the request of the Contract Agency shall, provide hospital security services for an additional charge as provided in Exhibit A.

#### **SECTION 8. DETAINERS.**

Warrants and Contract Agency Inmates in a "Detainer" status shall be handled according to SCORE policies and procedures and as provided in Exhibit B attached hereto.

#### **SECTION 9. RELEASE OF HOLDS AND COURT APPEARANCES.**

If a court of limited jurisdiction releases a hold on a Contract Agency Inmate still incarcerated at the SCORE Facility, SCORE will not facilitate further court appearances of that Contract Agency Inmate except if the Contract Agency wishes to use the video arraignment system at the SCORE Facility.

#### **SECTION 10. ESCAPE; DEATH.**

If a Contract Agency Inmate escapes SCORE's custody, SCORE shall notify the Contract Agency as soon as reasonably possible. SCORE shall use all reasonable efforts to pursue and regain custody of escaped Contract Agency Inmates.

If a Contract Agency Inmate dies while in SCORE custody, SCORE shall notify the Contract Agency as soon as reasonably possible. The King County Medical Examiner shall assume custody of the Contract Agency Inmate's body. Unless another agency becomes responsible for investigation, one or more Member City shall investigate and shall provide the Contract Agency with a report of its investigation. The Contract Agency may participate in the investigation. If another agency becomes responsible for investigation, SCORE shall serve as a liaison or otherwise facilitate the Contract Agency's communication with and receipt of reports from the other agency.

The Contract Agency shall provide SCORE with written instructions regarding the disposition of the Contract Agency Inmate's body. The Contract Agency shall pay for all reasonable expenses for the preparation and shipment of the body. The Contract Agency may request in writing that SCORE arrange for burial and all matters related or incidental thereto and the Contract Agency shall be responsible for all costs associated with this request.

**SECTION 11. REPORTING AND INSPECTION.**

SCORE agrees to use reasonable efforts to work with the Contract Agency to provide access to and/or reports from jail management systems that provide statistical information about Inmates. The Contract Agency shall have the right, upon reasonable advance notice, to inspect the SCORE Facility at reasonable times. During such inspections, the Contract Agency may interview Contract Agency Inmates and review Contract Agency Inmates' records. The Contract Agency shall have no right to interview Inmates housed for other jurisdictions or to review their records, unless Contract Agency is properly authorized to do so by the Inmate or the other jurisdiction.

**SECTION 12. TECHNOLOGY.**

SCORE and the Contract Agency may each permit the other continuous access to its computer database regarding all Contract Agency Inmates housed by SCORE. This continuous access feature may be accomplished through a computer link between a computer(s) designated by the Contract Agency and appropriate computer(s) of SCORE.

**SECTION 13. BILLING AND PAYMENT.**

SCORE shall provide the Contract Agency with monthly statements itemizing the name of each Contract Agency Inmate; the number of days of housing, including the date and time booked into the SCORE Facility and date and time released from SCORE; and itemization of any additional charges including a description of the service provided, date provided and reason for service. Payment shall be due to SCORE within 30 days from the date the bill is received. SCORE may bill the Contract Agency electronically. Payments not received by the 30th day shall bear interest at the rate of 1% per month until payment is received. Any fees or charges for Inmates housed on charges from multiple agencies (including but not limited to outside medical care) will be divided equally among those agencies.

**SECTION 14. BILLING DISPUTE RESOLUTION.**

The Contract Agency must provide written notice of dispute to SCORE within 60 days of billing or other disputed charges. SCORE shall respond in writing to such disputes within 60 days of receipt of such disputes. SCORE and the Contract Agency shall attempt to resolve the dispute by negotiation. If such negotiation is unsuccessful, either Party may refer the dispute to the SCORE Operations Board for resolution. The decision of the SCORE Operations Board is the final internal administrative remedy the Contract Agency must exhaust before pursuing other contractual, legal, equitable, or alternative dispute resolutions.

**SECTION 15. INDEPENDENT CONTRACTOR.**

In providing services under this Agreement, SCORE is an independent contractor and neither it nor its officers, nor its agents nor its employees are employees of the Contract Agency for any purpose, including responsibility for any federal or state tax, industrial insurance, or Social Security liability. Neither shall the provision of services under this Agreement give rise to any claim of career service or civil service rights, which may accrue to an employee of the Contract Agency under any applicable law, rule or regulation. Nothing in this Agreement is intended to create an interest in or give a benefit to third persons not signing as a Party to this Agreement.

**SECTION 16. HOLD HARMLESS, DEFENSE, AND INDEMNIFICATION.**

SCORE shall hold harmless, defend, and indemnify the Contract Agency, its elected officials, officers, employees, and agents from and against any and all suits, actions, claims, liability, damages, judgments, costs and expenses (including reasonable attorney's fees) (also including but not limited

to claims related to false arrest or detention, alleged mistreatment, alleged violation of civil rights, injury, or death of any Contract Agency Inmate, or loss or damage to Contract Agency Inmate property while in SCORE custody) that result from or arise out of the acts or omissions of SCORE, its elected officials, officers, employees, and agents in connection with or incidental to the performance or non-performance of SCORE's services, duties, and obligations under this Agreement.

The Contract Agency shall hold harmless, defend, and indemnify SCORE, its elected officials, officers, employees, and agents from and against any and all suits, actions, claims, liability, damages, judgments, costs and expenses (including reasonable attorney's fees) (also including but not limited to claims related to false arrest or detention, alleged mistreatment, alleged violation of civil rights, injury, or death of any Contract Agency Inmate, or loss or damage to Contract Agency Inmate property while in SCORE custody) that result from or arise out of the acts or omissions of the Contract Agency, its elected officials, officers, employees, and agents in connection with or incidental to the performance or non-performance of the Contract Agency's services, duties, and obligations under this Agreement.

In the event the acts or omissions of the officials, officers, agents, and/or employees of both the Contract Agency and SCORE in connection with or incidental to the performance or non-performance of the Contract Agency's and or SCORE's services, duties, and obligations under this Agreement are the subject of any liability claims by a third party, the Contract Agency and SCORE shall each be liable for its proportionate concurrent negligence in any resulting suits, actions, claims, liability, damages, judgments, costs and expenses and for their own attorney's fees.

Nothing contained in this section or this Agreement shall be construed to create a right in any third party to indemnification or defense.

SCORE and the Contract Agency hereby waive, as to each other only, their immunity from suit under industrial insurance, Title 51 RCW. This waiver of immunity was mutually negotiated by the Parties hereto.

The provisions of this section shall survive any termination or expiration of this Agreement.

#### **SECTION 17. INSURANCE.**

SCORE and the Contract Agency shall provide each other with evidence of insurance coverage, in the form of a certificate or other competent evidence from an insurance provider, insurance pool, or of self-insurance sufficient to satisfy the obligations set forth in this Agreement.

SCORE and the Contract Agency shall each maintain throughout the term of this Agreement coverage in minimum liability limits of one million dollars (\$1,000,000) per occurrence and two million dollars (\$2,000,000) in the aggregate for its liability exposures, including comprehensive general liability, errors and omissions, auto liability and police professional liability. The insurance policies shall provide coverage on an occurrence basis.

Each Party shall provide to the other Party at least 30 days advance notice of any cancellation, suspension or material change in coverage.

#### **SECTION 18. TERMINATION.**

Either Party may terminate this Agreement, with or without cause, by providing the other Party with 90 days written notice of termination as provided in RCW 70.48.090.

**SECTION 19. RECORDS.**

The Parties hereto shall maintain all records, reports, and documents created, held or maintained under this Agreement and the services to be provided hereunder in accordance with chapter 42.56 RCW (the Washington Public Records Act), chapter 40.14 RCW (Preservation and Destruction of Public Records) and all other applicable federal, state and local laws and regulations.

**SECTION 20. OPERATION OF SCORE FACILITY; PRISON RAPE ELIMINATION ACT.**

SCORE shall manage, maintain, and operate the SCORE Facility in compliance with all applicable federal, state, and local laws and regulations. SCORE acknowledges and complies with the terms of the Prison Rape Elimination Act regarding custodial sexual misconduct as set forth in Exhibit C.

**SECTION 21. HIPAA AND HITECH COMPLIANCE.**

The Parties shall comply with all requirements of the Federal Health Insurance Portability and Accountability Act of 1996 (HIPAA) and the Federal Health Information and Technology for Economic and Clinical Health Act (HITECH Act) as applicable, which relate to the Parties' responsibilities under this Agreement, as well as state laws and regulations including chapter 70.02 RCW.

**SECTION 22. EQUAL OPPORTUNITY.**

Neither Party shall discriminate against any person on the grounds of race, creed, color, religion, national origin, sex, age, marital status, sexual orientation, veterans and military status, political affiliation or belief or the presence of any sensory, mental or physical handicap in violation of any applicable federal law, Washington State Law Against Discrimination (chapter 49.60 RCW) or the Americans with Disabilities Act (42 USC 12110 *et seq.*).

**SECTION 23. MISCELLANEOUS.**

- A. Real or Personal Property. It is not anticipated that any real or personal property will be acquired or purchased by the Parties solely because of this Agreement.
- B. Assignment. This Agreement, or any interest herein, or claim hereunder, shall not be assigned or transferred in whole or in part by a Party to any other person or entity without the prior written consent of the other Party. In the event that such prior written consent to an assignment is granted, then the assignee shall assume all duties, obligations, and liabilities of the assigning Party stated herein.
- C. Non-Waiver. The failure of either Party to insist upon strict performance of any provision of this Agreement or to exercise any right based upon a breach thereof or the acceptance of any performance during such breach shall not constitute a waiver of any right under this Agreement.
- D. Severability. If this Agreement, or any portion of this Agreement, is held invalid by a court of competent jurisdiction, the remainder of the Agreement shall remain in full force and effect.
- E. Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Washington. If any dispute arises between the Parties under any of the provisions of this Agreement, resolution of that dispute shall be available only through the jurisdiction, venue and rules of the King County Superior Court, King County, Washington.

- F. Attorneys' Fees. In any claim or lawsuit for damages arising from the Parties' performance of this Agreement, each Party shall be responsible for payment of its own legal costs and attorney's fees incurred in defending or bringing such claim or lawsuit; however, nothing in this subsection shall limit the each Parties' right to indemnification under this Agreement.
- G. Approval and Filing. Each Party shall approve this Agreement by resolution, ordinance, motion or otherwise pursuant to the laws of the governing body of each Party. The signatures of the authorized signatories below shall constitute a presumption that such approval was properly obtained. A copy of this Agreement shall be filed and/or posted pursuant to chapter 39.34 RCW.
- H. Amendment. Except as otherwise provided in Section 4 of this Agreement, no waiver, alteration, or modification of any of the provisions of this Agreement shall be binding unless evidenced in writing signed by duly authorized representatives of both Parties.
- I. No Joint Venture or Partnership. No joint venture, separate administrative or governmental entity, or partnership is formed as a result of this Agreement
- J. Compliance with Applicable Laws and Standards. SCORE agrees to manage the Contract Agency Inmates and the SCORE Facility in accordance with applicable federal and state laws and regulations and to maintain staffing levels at the SCORE Facility in sufficient numbers and rank to maintain the safety of the public, staff, Inmates, and to reasonably carry out the provisions of this Agreement.
- K. Continuation of Performance. In the event that any dispute or conflict arises between the Parties while this Agreement is in effect, the Parties hereto agree that, notwithstanding such dispute or conflict, they shall continue to make a good faith effort to cooperate and continue work toward successful completion of assigned duties and responsibilities. Provided that if the Contract Agency fails to pay for the services provided by the SCORE, SCORE can cease providing such services until payment is made.
- L. Representatives; Notices. The individuals listed below the signature blocks included in this Agreement are designated as representatives of the respective Parties. The representatives shall be responsible for administration of this Agreement and for coordinating and monitoring performance under this Agreement. In the event such representatives are changed, the Party making the change shall notify the other Party. Any notice or other communication given hereunder shall be deemed sufficient, if in writing and delivered personally to the addressee, or sent electronically or by certified or registered mail, return receipt requested, addressed as provided after the signature blocks included in this Agreement, or to such other address as may be designated by the addressee by written notice to the other Party.
- M. Entire Agreement. This Agreement, together with any subsequent amendments, constitutes the entire Agreement between the Parties and supersedes all prior agreements for inmate housing between the Parties.

#### **SECTION 24. EXECUTION.**

This Agreement shall be executed by the Parties hereto by their duly authorized representative. This Agreement may be executed in one or more counterparts.

THIS AGREEMENT is hereby effective as of the Commencement Date.

SOUTH CORRECTIONAL ENTITY

City of Orting  
Contract Agency Name

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

ATTESTED BY:

\_\_\_\_\_  
Signature

NOTICE ADDRESS:

SOUTH CORRECTIONAL ENTITY  
20817 17th Avenue South  
Des Moines, WA 98198

NOTICE ADDRESS:

City of Orting  
PO Box 489  
Orting, WA 98360

**Attention:** Executive Director Devon Schrum

**Email:** dschrum@scorejail.org

**Telephone:** 206-257-6262

**Fax:** 206-257-6310

**Attention:**

**Email:**

**Telephone:**

**Fax:**

DESIGNATED REPRESENTATIVE FOR PURPOSES OF THIS AGREEMENT:

Name:

Title:

DESIGNATED REPRESENTATIVE FOR PURPOSES OF THIS AGREEMENT:

Name:

Title:

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Exhibit A

FEEES AND CHARGES AND SERVICES

Daily Housing Rates:<sup>1</sup>

General Population – Guaranteed	\$128.00	Number of Beds: <u>0</u>
General Population – Non-Guaranteed	\$184.00	

Daily Rate Surcharges:<sup>2</sup>

Mental Health – Residential Beds	\$159.00
Medical - Acute Beds	\$217.00
Mental Health – Acute Beds	\$278.00

Health Care Services:<sup>3</sup>

In-Facility Care	Included
Co-Payments	Inmate responsibility
Outside Medical Services	Contract Agency billed
Emergency Care	Contract Agency billed
Pharmaceuticals	Medications billed to Contract Agency

Transportation Fees:

SCORE Officer Transport	\$65.00/per hour
Released at Member City Location <sup>4</sup>	Included

Security Services:

Hospital Security	\$65.00/per hour
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Video Court:

In-Custody Arraignment	Included
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Other Terms & Conditions:

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<sup>1</sup> Guaranteed Bed Rate

<sup>2</sup> Surcharges are in addition to daily bed rates and subject to bed availability.

<sup>3</sup> Guided by American Correctional Association and/or National Commission on Correctional Health Care.

<sup>4</sup> Auburn, Burien, Des Moines, Federal Way (Until 12/31/2019), Renton, SeaTac, Tukwila.

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**Exhibit B**

**WARRANTS/OTHER COURT ORDERS/DETAINERS**

The following shall apply to Contract Agency Inmates who are subject to warrants from other jurisdictions or to other court orders for confinement or detainers:

1. When receiving a Contract Agency Inmate, the booking officers at SCORE shall review all paperwork provided by the Contract Agency for all grounds to hold the Contract Agency Inmate.
2. Prior to releasing a Contract Agency Inmate, SCORE shall check the NCIC and WACIC systems to determine if the Contract Agency Inmate is subject to any valid warrants or other detainers.
  - a) If the Contract Agency Inmate is subject to a warrant that is limited to King County, SCORE will, upon receiving written permission (e-mail) from the Contract Agency, transport the Inmate to the custodial agency for the jurisdiction that issued the warrant. However, SCORE will not assume responsibility to serve any such warrants.
  - b) If the Contract Agency Inmate is subject to a warrant from a western Washington jurisdiction outside King County, SCORE will either process the Inmate for transfer on the Cooperative Transport Chain or provide transfer to a jurisdiction that participates in Cooperative Transport Chain.
  - c) If the Contract Agency Inmate is subject to a warrant from an eastern Washington jurisdiction, SCORE will send the Inmate to a jurisdiction that participates in the Cooperative Transport Chain.
  - d) If, upon return from SCORE to the Contract Agency, the Inmate is subject to a warrant that provides for statewide extradition, SCORE will either transport the Inmate to the detention/correction facility in King County designated by the agency/jurisdiction that issued the warrant if it is in King County, or will send the Inmate to the agency/jurisdiction that issued the warrant on the Mini- Chain.

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Exhibit C

**PREA ACKNOWLEDGMENT - CUSTODIAL AND SEXUAL MISCONDUCT**

1. **Compliance**  
SCORE agrees to ensure that all of its employees, contractors, vendors, and volunteers that have contact with Contract Agency Inmates comply with all federal and state laws regarding sexual misconduct including, but not limited to:
  - a) The Prison Rape Elimination Act of 2003 (PREA)
  - b) The standards for adult Prisons and Jails or Community Confinement Facilities, whichever is applicable, as promulgated by the US Attorney, and
  - c) Zero tolerance toward all forms of sexual abuse and sexual harassment.
  
2. **Monitoring**  
SCORE agrees to provide the Contract Agency documented compliance with the Federal Prison Rape Elimination Act standards. Monitoring may include, but is not limited to:
  - a) Site visits,
  - b) Access to facility data, and
  - c) Review of applicable documentation.
  
3. **Contract Agency may terminate this Agreement**
  - a) Should SCORE fail to provide documentation that demonstrates that the SCORE is actively and effectively working toward and is making substantive progress toward achieving compliance; or
  - b) Should SCORE fail to maintain PREA compliance between auditing periods, after being given a reasonable opportunity to cure.
  
4. **The Contract Agency will terminate this Agreement**
  - a) Should SCORE elect to discontinue pursuit of PREA compliance;
  - b) Should SCORE be found in noncompliance through a PREA Audit and fail to cure such noncompliance within the identified time-frames; or
  - c) Should SCORE be found to be in egregious violation of PREA.

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**Exhibit D**

**MEDICAL ACCEPTABILITY**

SCORE shall determine the medical and mental acceptability of Inmates for booking or housing using the following guidelines. However, final acceptance is based upon approval of medical staff at the time of booking. Excluding criteria include but are not limited to:

1. Signs of untreated broken bones or dislocated joints.
2. Any injury or illness requiring emergency medical treatment.
3. Unconsciousness.
4. Inmates unable to stand and walk under their own power, unless they normally use an assistive device, such as a wheelchair, for mobility.
5. Bed bound individuals.
6. Individuals with attached IV or requiring IV medications.
7. Individuals requiring the use of oxygen tanks.
8. AMA (Against Medical Advice) from the hospital.
9. Individuals having had major invasive surgery within the last 72 hours. Non-invasive surgery such as oral surgery, laser-eye surgery and minor surgery may be evaluated on a case by case basis.
10. Wounds with drainage tubes attached.
11. Persons with Alzheimer's, dementia or other psychological conditions to the point where the Inmate cannot perform activities of daily living ("ADL's") or who do not have the capacity to function safely within a correctional environment.
12. Persons who are diagnosed as developmentally delayed and who do not have the capacity to function safely within a correctional environment or who cannot perform ADL's.
13. Persons undergoing chemotherapy and/or radiation treatment.
14. Persons undergoing dialysis.
15. Persons with suicidal ideations or gestures within the past 72 hours.
16. Persons, if prescribed, who have not taken psychotropic medications for at least 72 hours.
17. Persons who have by self-disclosure, admitted to attempting suicide within the last 30 days.
18. Persons who have attempted suicide during their current incarceration.
19. Persons displaying current psychotic episode.

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**Exhibit E**

**PROPERTY**

1. SCORE will *not accept or transport* the following:
  - a) Backpacks, suitcases, etc.
  - b) Unpackaged food products.
  - c) Food products in packaging that have been opened.
  - d) Any type of weapon (includes pocket knives).
  - e) Liquids.
  - f) Helmets or any kind.
  - g) Large items that will not fit into a common paper grocery bag.
  - h) Material deemed to be contraband.

SCORE will limit property returned with the Inmate to the Contract Agency according to these criteria.

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**Exhibit F**

**CLASSIFICATION**

SCORE maintains a classification plan to guide staff in the processing of individuals brought into the facility. The plan includes an initial screening process, as well as a process for determining appropriate housing assignments (28 CFR 115.42) and uses an objective screening instrument and procedures for making decisions about classification and housing assignments. The plan includes, and not limited to, an evaluation of the following criteria:

1. Behavior during arrest and intake process
2. Potential risk of safety to others or self
3. Medical needs
4. The inmate's own perception of his/her vulnerability
5. Any other criteria as deemed appropriate by the Executive Director or designee

The Contract Agency shall supply SCORE with the following Classification related information, if known to or in possession of the Contract Agency:

1. If the Contract Agency Inmate has been classified to a special housing unit.
2. If the Contract Agency Inmate has been classified as protective custody.
3. If the Contract Agency Inmate:
  - a) Is a violent offender or has displayed violent behavior during present or past incarcerations
  - b) Is identified as a threat to law enforcement
  - c) Is an escape risk

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**Exhibit G**

**BORROWING**

One contracting agency may "borrow" another Contract Agency's Inmate as follows:

1. If a Contract Agency requests the transport of another contracting agency's Inmate from SCORE the requesting agency must notify each agency with rights to custody of the Inmate, and if each agency with rights to custody of the Inmate notifies SCORE in writing (e-mail) of its approval, SCORE shall provide the requested transport to the requesting agency. SCORE will complete a custody transfer form that lists all outstanding detainers. The custody transfer paperwork will accompany the Inmate.
2. Once custody of the Inmate has been transferred to the requesting agency, it is the responsibility of the requesting agency to determine whether the Inmate shall be returned to the custody of SCORE, and if so, the requesting agency shall make all necessary and proper arrangements with SCORE and any agency with rights to custody of the Inmate, for the Inmate's return according to the terms of this Agreement. The requesting agency, to the full extent permitted by law, defend, indemnify, save and hold harmless SCORE as provided in Section 16 of the Agreement.
3. SCORE will not track the Inmate once he or she has left the SCORE Facility.
4. If the Inmate is returned to the custody of SCORE, the requesting agency shall provide SCORE with sentencing/charge information. The requesting agency shall supply all pre-sentence, and post-sentence paperwork from agreeing agencies that authorized the borrowing of the Inmate. This will aid SCORE in determining split billing and release dates.
5. SCORE will transport the Inmate only to an agency that also contracts with SCORE for Inmate housing.



**City Of Orting  
Council Agenda Summary Sheet**

	<b>Agenda Bill #</b>	<b>Recommending Committee</b>	<b>Study Session Dates</b>	<b>Regular Meeting Dates</b>
<b>Subject: South Sound 911 Agreement</b>	<b>AB20-06</b>	<b>Public Safety</b>		
		<b>1.10.20</b>	<b>1.15.20</b>	
	<b>Department:</b>	Police Department		
	<b>Date Submitted:</b>	<b>1.9.20</b>		
	<b>Cost of Item:</b>	<u>  </u> \$		
<b>Amount Budgeted:</b>	<u>  </u> \$			
<b>Unexpended Balance:</b>	<u>  </u> \$			
<b>Bars #:</b>				
<b>Timeline:</b>				
<b>Submitted By:</b>	<b>Chief Gard</b>			
<b>Fiscal Note:</b>				
<b>Attachments:</b>	Contract			
<b>SUMMARY STATEMENT:</b>				
<p>The City of Orting PD currently uses SS911 for Support Services but SS911 is now an independent legal public entity created pursuant to RCW 35.21 and chartered by the City of Tacoma to provide Support Services. The City has had an ILA with SS 911, but needs to enter in to a new contract.</p> <p>THIS AGREEMENT is between SOUTH SOUND 911 PUBLIC AUTHORITY and the City of Orting Police Department, for support services. Staff desires to enter into this Agreement for the purpose of establishing the terms and conditions under which SS911 will provide Support Services.</p>				
<b>RECOMMENDED ACTION:</b> Move Forward to the consent agenda of the January 29 <sup>th</sup> , 2020 meeting.				
<b>FUTURE MOTION:</b> To authorize the Mayor to enter in to a contract with SS911 for Support Services, as presented.				

**SOUTH SOUND 911  
LAW ENFORCEMENT  
SUPPORT SERVICES AGREEMENT**

THIS AGREEMENT is entered between SOUTH SOUND 911 PUBLIC AUTHORITY (hereinafter “SS911”) and the City of Orting Police Department, (hereinafter “Law Enforcement Agency”) for support services.

WHEREAS, SS911 is an independent legal public entity created pursuant to RCW 35.21 and chartered by the City of Tacoma to provide Support Services; and

WHEREAS, Law Enforcement Agency is in need of Support Services; and

WHEREAS, the Parties desire to enter into this Agreement for the purpose of establishing the terms and conditions under which SS911 will provide Support Services;

NOW, THEREFORE the Parties agree as follows:

1. Effective Date and Duration. This Agreement shall be effective       , and shall be in full force and effect until terminated under the Termination section below.
2. Support Services. SS911 shall provide services, which may include law enforcement records, firearm licensing, fingerprinting, and other services as selected by the Law Enforcement Agency.
3. Law Enforcement Agency Responsibilities. During the duration of this Agreement, Law Enforcement Agency shall:
  - A. Comply with the standard operating procedures for services as may be established from time to time by SS911 with input from Law Enforcement Agency.
  - B. Comply with applicable Criminal Justice Information Services (CJIS) and State ACCESS policies and requirements related to SS911 services.
  - C. Authorize SS911 to provide service within Law Enforcement Agency’s jurisdiction and, where applicable, delegate its authority to SS911 to provide such service.
  - D. Notify SS911 in writing of any changes to the Support Services being sought for the following year at least three months prior to SS911 Governing Board’s approval of the Support Services fee schedule, which occurs in September.
4. Fees for Services. Law Enforcement Agency agrees to pay at least quarterly for services based on the fee schedule approved by the SS911 Governing Board. SS911 shall give at least three months advance notice of any change to its fee schedule. Law Enforcement Agency shall be notified of the fee schedule by electronic mail and it will be deemed received if email transmission was successful. It is the responsibility of the Law Enforcement Agency to notify SS911 if the fee schedule was not received.

5. Records. SS911 shall maintain all records, reports, and documents created and held under this Agreement and the services provided hereunder in accordance with RCW 42.56 (Public Records Act) and RCW 40.14 (Preservation and Destruction of Public Records) and all other applicable federal and state regulations and SS911 policies. Upon receiving a request for a record, SS911 may notify the Law Enforcement Agency regarding the request prior to its release. In the event the Law Enforcement Agency requests the record be withheld or redacted, the Law Enforcement Agency shall be liable for any and all claims, costs, or attorney's fees incurred by SS911 in complying with the Law Enforcement Agency's request.
  
6. Indemnification. Law Enforcement Agency agrees to defend, indemnify and hold harmless SS911, its officers, agents and employees from and against any and all loss, damage, injury, liability suits and proceedings however caused, arising directly from, or indirectly out of, any action or conduct of the Law Enforcement Agency in the exercise or enjoyment of this Agreement.

SS911 agrees to defend, indemnify and hold harmless Law Enforcement Agency from and against any and all loss, damage, injury, liability suits and proceedings however caused, arising directly from, or indirectly out of, any action or conduct of SS911 in the exercise or enjoyment of this Agreement.

7. Termination. This Agreement may be terminated by either Party submitting written notice to the other Party by September 1 of any year, to be effective at the end of the following calendar year. Termination of service by SS911 may occur immediately if Law Enforcement Agency fails to pay for service or if Law Enforcement Agency violates the terms and conditions of service as determined by the SS911 Governing Board.
  
8. Notices. Except for routine operational communications, which may be delivered personally or transmitted by electronic mail, all notices required hereunder shall be in writing and shall be deemed to have been duly given if delivered personally or mailed first-class mail, postage prepaid, to the parties at the following addresses:

SS911	<b>LAW ENFORCEMENT AGENCY</b>
Janet Caviezel South Sound 911 Budget & Finance 955 Tacoma Avenue South, Suite 102 Tacoma, WA 98402	Name: Chris Gard Orting Police Department 401 Washington Avenue SE Orting, WA 98360
Phone: (253)798-2970	Phone:
Fax: (253)798-7874	Fax:
Email: Janet.Caviezel@SouthSound911.org	Email:

9. Miscellaneous Provisions.

- A. Governing Law and Venue. Washington State law shall govern the interpretation of this Agreement. Pierce County shall be the venue of any mediation, arbitration or litigation arising out of this Agreement.
- B. Assignment. The Law Enforcement Agency shall not assign, subcontract, delegate, or transfer any obligation, interest or claim to or under this Agreement or for any of the compensation due hereunder without the prior written consent of SS911.
- C. No Third Party Beneficiaries. This Agreement shall be for the sole benefit of the parties hereto, and nothing contained herein shall create a contractual relationship with, or create a cause of action in favor of, a third party against either party hereto.
- D. Waiver. A waiver or failure by either party to enforce any provision of this Agreement shall not be construed as a continuing waiver of such provisions, nor shall the same constitute a waiver of any other provision of this Agreement.
- E. Severability and Survival. If any term, condition or provision of this Agreement is declared void or unenforceable or limited in its application or effect, such event shall not affect any other provisions hereof and all other provisions shall remain fully enforceable. The provisions of this Agreement, which by their sense and context are reasonably intended to survive the completion, expiration or cancellation of this Agreement, shall survive termination of this Agreement.
- F. Entire Agreement. This Agreement contains the entire agreement between the parties as to the services to be rendered hereunder. All previous and contemporaneous agreements, representations or promises and conditions relating to the subject matter of this Agreement are superseded hereby.
- G. Modification. No modification or amendment of this Agreement shall be effective unless set forth in writing and signed by the Parties.
- H. Acknowledgement. SS911 is organized pursuant to Substitute Ordinance No. 28595 of the City of Tacoma, Washington adopted on July 9, 2019, and RCW 35.21.730 through 35.21.755, each as existing or as hereinafter amended. All liabilities incurred by SS911 shall be satisfied exclusively from the assets and properties of SS911 and no creditor or other person shall have any right of action against the City of Tacoma or any other public or private entity or agency on account of any debts, obligations, or liabilities of SS911 unless explicitly agreed to in writing by such public or private entity or agency. RCW 35.21.750 provides as follows: “[A]ll liabilities incurred by such public corporation, commission, or authority shall be satisfied exclusively from the assets and properties of such public corporation, commission, or authority and no creditor or other person shall have any right of action against the city, town, or county creating such corporation, commission, or authority on account of any debts, obligations or liabilities of such public corporation, commission, or authority.”

**IN WITNESS WHEREOF** the parties hereto have accepted an executed this Agreement as of the day and year written above.



# **AB20-07- VACATING OF PROPERTY**

**AB20-08- GENERATOR PURCHASE &  
INSTALLATION/NEW MUNICIPAL  
CENTER**



**City Of Orting  
Council Agenda Summary Sheet**

<b>Subject: Generator Purchase for New City Hall</b>		<b>Committee</b>	<b>Study Session</b>	<b>Council</b>
	<b>Agenda Item #:</b>		4.D.	
	<b>For Agenda of:</b>		1.15.2020	
	<b>Department:</b>	Public Works		
<b>Date Submitted:</b>	<b>1.14.2020</b>			
<b>Cost of Item:</b>	<u>TBD</u>			
<b>Amount Budgeted:</b>	<u>\$0</u>			
<b>Unexpended Balance:</b>	<u>\$0</u>			
<b>Bars #:</b>				
<b>Timeline:</b>				
<b>Submitted By:</b>	<b>JC Hungerford, PE</b>			
<b>Fiscal Note:</b>				
<b>Attachments:</b> Bid Package for Advertisement				
<p><b>SUMMARY STATEMENT:</b> The bid documents for the City Hall construction required the City to procure their own generator during construction. Upon review of initial bidders, all bids were rejected for not meeting the specifications.</p> <p>Parametrix has revised the specifications with the following:</p> <ul style="list-style-type: none"> <li>• Minimum paint thickness on enclosure (Section 2.09)</li> <li>• Bid alternates for two levels of sound enclosure (Section 2.07.D) <ul style="list-style-type: none"> <li>○ Level 1 – 78 decibels at 23 feet (heavy traffic or noisy restaurant)</li> <li>○ Level 2 – 72 decibels at 23 feet (vacuum cleaner)</li> </ul> </li> <li>• Expanded spare parts list (Section 2.11)</li> <li>• Pre-Approved Distributers based off of current City inventory (Section 2.01.A) <ul style="list-style-type: none"> <li>○ Cummins</li> <li>○ Caterpillar</li> <li>○ Kohler</li> </ul> </li> </ul> <p>The request is that Council review these edits prior to issuance of another request for bids. If approved, the request for bids would be advertised immediately and could be received as early as 1.31.2020.</p>				
<b>RECOMMENDED ACTION:</b>				

The Agenda Bill highlights the changes but wanted to provide you with some answers to some other questions I received:

1. Is the generator SCADA compatible?
  - a. Answer: Yes. It has various alarms such as low fuel, high temperature, generator running, low coolant, etc. These are in Section 2.03.5 of the specifications.
2. Does this standardize our generators for the City?
  - a. Yes. I requested an inventory of all of the generators the City owns and based the list off of that.
3. Do other City's/County's standardize their list of approved bidders?
  - a. Yes. We used a King County guide specification as our model. It is common for these types of products to standardize so spare parts are universal across the City.
4. Why was a paint thickness added?
  - a. We have learned that some manufactures have issues with rust of the enclosure over time, paint thickness is a known contributor to this.
5. Why were these levels of noise selected for enclosures?
  - a. We discussed this with vendors. These are the enclosures available without constructing a custom enclosure which is very costly.

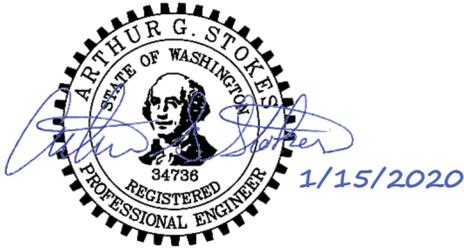
# CERTIFICATION

The technical material and data contained in this document were prepared under the supervision and direction of the undersigned, whose seal, as a professional engineer licensed to practice as such, is affixed below.



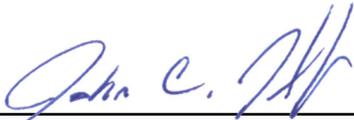
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Prepared by Jeff Reinmuth



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Checked by Arthur G. Stokes, P.E.



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Approved by John Carl Hungerford, P.E.

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**SECTION 26 32 00**  
**PACKAGED ENGINE GENERATOR SYSTEMS**

**PART 1 – GENERAL**

**1.01 RELATED DOCUMENTS**

- A. Drawings and general provisions of the City Hall project coordinate with this Specification. Refer/coordinate with existing drawings for project work and coordination of the Automatic Transfer Switch requirements. (Automatic Transfer Switch – provided by others)

**1.02 SUMMARY**

- A. This section includes packaged engine-generator sets suitable for use in applications with the features as specified and indicated where the engine generators will be used as the NEC 702 Optional Standby Systems.

**1.03 DEFINITIONS**

- A. Emergency Standby Power (ESP): Per ISO 8528: The maximum power available during a variable electrical power sequence, under the stated operating conditions, for which a generating set is capable of delivering in the event of a utility power outage or under test conditions for up to 200 hours of operation per year with the maintenance intervals and procedures being carried out as prescribed by the manufacturers. The permissible average power output (Ppp) over 24 hours of operation shall not exceed 70 percent of the ESP unless otherwise agreed by the RIC engine manufacturer.
- B. Operational Bandwidth: The total variation from the lowest to highest value of a parameter over the range of conditions indicated, expressed as a percentage of the nominal value of the parameter.

**1.04 ACTION SUBMITTALS**

- A. The Supplier shall be responsible for the accuracy and completeness of the information contained in each submittal.
- B. The Supplier shall verify that all features of products conform to the requirements of the Specification.
- C. Submittal documents shall be clearly edited to indicate only those items, models. Or series of equipment that are being submitted for review. All extraneous materials shall be crossed out or otherwise removed.
- D. Product Data: For each type of packaged engine generator indicated. Include rated capacities, operating characteristics, and furnished specialties and accessories. In addition, include the following:
  - 1. Thermal damage curve for generator.
  - 2. Time-current characteristic curves for generator protective device.
  - 3. Sound test data based on a free field requirement.

- E. Shop Drawings: Detail equipment assemblies and indicate dimensions, weights, and location and size of each field connection.
1. Manufacturer template locations for stub-up of conduits at engine generator equipment pad, engine generator control panel.
  2. Dimensioned outline plan and elevation drawings of engine-generator set and other components specified.
  3. Wiring Diagrams: Control interconnection, Customer connections. Include: A copy of the complete wiring, panel, elementary and process/instrumentation diagrams for the generator engine control, power distribution, voltage regulation and excitation circuitry showing identified terminals and identified conductors.
  4. Engine
    - a. Torque, brake horsepower, and fuel consumption curves for the specified conditions.
    - b. Details of governing system.
    - c. Cooling system design data.
    - d. Complete lubrication design data.
    - e. Complete details of all safety devices and pressure, temperature, and level switches.
    - f. Manufacturer's model number and descriptive information.
    - g. Engine starting:
      - 1) Engine cranking voltage.
      - 2) Number of batteries.
      - 3) Battery rating of completed bank, amp-hour.
      - 4) Battery dimensions.
      - 5) Recommended size of battery cables, AWG.
  5. Generator:
    - a. Weight.
    - b. Stator and Field rating including temperature rise at full load and overload conditions.
    - c. Complete description of insulation system.

- d. Generator Impedances:  $X_d$ ,  $X_q$ ,  $X_d'$ ,  $X_d''$ ,  $X_2$ ,  $X_o$ .
- e. Catalog data showing KVA, full load amperes, etc.
- f. Generator available fault current.
- g. Generator Nameplate Data.

F. Certifications:

- 1. Submit statement of compliance which states the proposed product(s) is certified to the emissions standards required by the location for EPA, stationary emergency application.
- 2. Submit statement of compliance which states the proposed product(s) are seismically certified in compliance with local requirements signed and sealed by a qualified professional engineer in the State of Washington.

**1.05 INFORMATIONAL SUBMITTALS**

A. Manufacturer Seismic Qualification Certification Submittal: Submit certification that the fuel tank, the Sound Attenuated enclosure, engine-generator set, and components will withstand seismic forces defined for the area the generator is to be installed Include the following:

- 1. Dimensioned Outline Drawings of Equipment Unit: Identify center of gravity and locate and describe mounting and anchorage provisions.
- 2. Detailed description of equipment anchorage devices on which the certification is based and their installation requirements.

B. Source quality-control test reports submittal.

- 1. Certified summary of prototype-unit test report. See requirements in Part 2, "Source Quality Control," Article Part A. Include statement indicating torsional compatibility of components.
- 2. Certified Test Report: Provide certified test report documenting factory test per the requirements of this specification, as well as certified factory test of generator set sensors per NFPA110 level 2.
- 3. List of factory tests to be performed on units to be shipped for this Project.
- 4. Report of exhaust emissions and compliance statement certifying compliance with applicable regulations.

C. Warranty Submittal:

- 1. Submit manufacturer's warranty statement to be provided for this Project. Include exceptions and assumptions based on Section 1.07, "Warranty."

## **1.06 PROJECT CONDITIONS**

- A. Environmental Conditions: Engine-generator system shall withstand the following environmental conditions without mechanical or electrical damage or degradation of performance capability:
  - 1. Ambient Temperature: -18 degrees C (0.0 degrees F) to 50.0 degrees C (122.0 degrees F).
  - 2. Relative Humidity: 0 to 95 percent.
  - 3. Altitude: Sea level to 500.0 feet (152 m).

## **1.07 WARRANTY**

- A. Base Warranty: Manufacturer shall provide base warranty coverage on the material and workmanship of the generator set for a minimum of twenty-four (24) months for Standby product from registered commissioning and start-up.
- B. Provide a Warranty nameplate of not less than 6 inches by 8 inches mechanically affixed to the generator set with the following data:
  - 1. Warranty Period.
  - 2. Start-up Date.
  - 3. Termination Date.
  - 4. Vendor Name.
  - 5. Vendor Address.
  - 6. 24-hour Emergency phone number.
  - 7. Preventive maintenance to be performed by: {Designated Local Service Company}.

## **PART 2 – PRODUCTS**

### **2.01 ENGINE-GENERATOR SET**

- A. Engineer Pre-Approved Acceptable Distributors:
  - 1. Cummins Power Generation as supplied by: Cummins Northwest
  - 2. Caterpillar as supplied by: NC Power Systems
  - 3. Kohler as supplied by: Kohler Power
  - 4. Only pre-approved vendors and distributors are acceptable.

B. General Requirement for Manufacturers:

1. Equipment shall be in current production as a standard series. All material and parts in this unit shall be new and unused, of current manufacture, of the highest grade, and free from all defects affecting performance. Factory-assembled and -tested, engine-generator set.

C. Mounting Frame: Maintain alignment of mounted components without depending on concrete foundation; and have lifting attachments.

1. Rigging Information: Indicate location of each lifting attachment, generator-set center of gravity, and total package weight in submittal drawings.

D. Capacities and Characteristics:

1. Power Output Ratings: Electrical output power rating for Standby operation. Refer to drawings E500 and E501 of the City Hall project for generator/breaker sizing, voltage and load requirements.
2. Nameplates: For each major system component to identify manufacturer's name and address, and model and serial number of component. The engine-generator nameplate shall include information of the power output rating of the equipment.

E. Generator-Set Performance:

1. Steady-State Voltage Operational Bandwidth: 0.5 percent of rated output voltage when the generator is operating at full load.
2. Transient Voltage Performance: Not more than 30 percent variation for 50 percent step-load increase or decrease. Voltage shall recover and remain within the steady-state operating band within 5 seconds. On application of a 100 percent load step the generator set shall recover to stable voltage within 10 seconds.
3. Steady-State Frequency Operational Bandwidth: 0.25 percent of rated frequency from no load to full load.
4. Steady-State Frequency Stability: When system is operating at any constant load within the rated load, there shall be no random speed variations outside the steady-state operational band and no hunting or surging of speed.
5. Transient Frequency Performance: Not more than 15 percent variation for 50 percent step-load increase or decrease. Frequency shall recover and remain within the steady-state operating band within 5 seconds. On application of a 100 percent load step the generator set shall recover to stable frequency within 10 seconds.
6. Output Waveform: At full load, harmonic content measured line to line or line to neutral shall not exceed 5 percent total and 3 percent for any single harmonic.
7. Sustained Short-Circuit Current: (Shall be a PMG-excited alternator) For a 3-phase, bolted short circuit at system output terminals, system shall supply a minimum of

300 percent of rated full-load current for not less than 8 seconds without damage to generator system components. For a 1-phase, bolted short circuit at system output terminals, system shall regulate both voltage and current to prevent over-voltage conditions on the non-faulted phases.

8. Start Time: Comply with NFPA 110, Level 2, Type 10, system requirements.
9. Ambient Condition Performance: Engine generator shall be designed to allow operation at full rated load in an ambient temperature under site conditions, based on highest ambient condition. Ambient temperature shall be as measured at the air inlet to the engine generator for enclosed units.

## **2.02 ENGINE**

- A. Fuel: ASTM D975 No. 2 Diesel Fuel.
- B. Rated Engine Speed: 1800RPM.
- C. Lubrication System: The following items are mounted on engine or skid:
  1. Lube oil pump: shall be positive displacement, mechanical, full pressure pump.
  2. Filter and Strainer: Provided by the engine manufacturer of record to provide adequate filtration for the prime mover to be used.
  3. Crankcase Drain: Arranged for complete gravity drainage to an easily removable container with no disassembly and without use of pumps, siphons, special tools, or appliances.
- D. Engine Fuel System: The engine fuel system shall be installed in strict compliance to the engine manufacturer's instructions.
- E. Main Fuel Pump: Mounted on engine. Pump ensures adequate primary fuel flow under starting and load conditions.
- F. Coolant Jacket Heater: Electric-immersion type, factory installed in coolant jacket system. Comply with NFPA 110 requirements for Level 2 equipment for heater capacity and performance.
  1. Designed for operation on, 60Hz power connection. Heater voltage shall be shown on the Project Drawings. Watts power draw shall be provided with the submittal documentation.
  2. Installed with isolation valves to isolate the heater for replacement of the element without draining the engine cooling system or significant coolant loss.
  3. Provided with a thermostat, installed at the engine thermostat housing.
- G. Governor: Adjustable isochronous, with speed sensing. The governing system dynamic capabilities shall be controlled as a function of engine coolant temperature to provide fast, stable operation at varying engine operating temperature conditions. The control system

shall actively control the fuel rate as appropriate to the state of the engine generator. Fuel rate shall be regulated as a function of starting, accelerating to start disconnect speed, accelerating to rated speed, and operating in various isochronous states.

H. Cooling System: Closed loop, liquid cooled:

1. The generator set manufacturer shall provide test data for the specific hardware proposed demonstrating that the machine will operate at rated standby load in an outdoor ambient condition as listed per Project Conditions 1.6.A.
2. Coolant: Solution of 50 percent ethylene-glycol-based antifreeze and 50 percent water, with anticorrosion additives as recommended by engine manufacturer.
3. Size of Radiator overflow tank: Adequate to contain expansion of total system coolant from cold start to 110 percent load condition.
4. Expansion Tank: Constructed of welded steel plate and rated to withstand maximum closed-loop coolant system pressure for engine used. Equip with gage glass and petcock.
5. Temperature Control: Self-contained, thermostatic-control valve modulates coolant flow automatically to maintain optimum constant coolant temperature as recommended by engine manufacturer.
6. Duct Flange: Generator sets installed indoors shall be provided with a flexible radiator duct adapter flange.

I. Muffler/Silencer: Selected with performance as required to meet sound requirements of the application, sized as recommended by engine manufacturer and selected with exhaust piping system to not exceed engine manufacturer's engine backpressure requirements. For generator sets with outdoor enclosures the silencer shall be inside the enclosure.

J. Air-Intake Filter: Engine-mounted air cleaner with replaceable dry-filter element and restriction indicator.

K. Starting System: 12 or 24V, as recommended by the engine manufacturer; electric, with negative ground.

1. Components: Sized so they will not be damaged during a full engine-cranking cycle with ambient temperature at maximum specified in Section 1.06, "Project Conditions."
2. Cranking Cycle: As required by NFPA 110 for level 2 systems.
3. Battery Cable: Size as recommended by engine manufacturer for cable length as required. Include required interconnecting conductors and connection accessories.
4. Battery Compartment: Factory fabricated of metal with acid-resistant finish.
5. Battery-Charging Alternator: Factory mounted on engine with solid-state voltage regulation. The battery charging alternator shall have sufficient capacity to recharge the batteries with all parasitic loads connected within 4 hours after a normal engine starting sequence.

6. Battery Chargers: Unit shall comply with UL 1236, provide fully regulated, constant voltage, current limited, battery charger for each battery bank. It will include the following features:
  - a. Operation: Equalizing-charging rate based on generator set manufacturer's recommendations shall be initiated automatically after battery has lost charge until an adjustable equalizing voltage is achieved at battery terminals. Unit shall then be automatically switched to a lower float-charging mode and shall continue to operate in that mode until battery is discharged again.
  - b. Automatic Temperature Compensation: Adjust float and equalize voltages for variations in ambient temperature from minus 20 degrees C to plus 40 degrees C to prevent overcharging at high temperatures and undercharging at low temperatures.
  - c. Automatic Voltage Regulation: Maintain constant output voltage regardless of input voltage variations up to plus or minus 10 percent.
  - d. Safety Functions: Sense abnormally low battery voltage and close contacts providing low battery voltage indication on control and monitoring panel. Sense high battery voltage and loss of ac input or dc output of battery charger. Either condition shall close contacts that provide a battery-charger malfunction indication at system control and monitoring panel.
  - e. Provide LED indication of general charger condition, including charging, faults, and modes. Provide a LCD display to indicate charge rate and battery voltage. Charger shall provide relay contacts for fault conditions as required by NFPA110.
  - f. Enclosure and Mounting: NEMA, Type 3R, wall-mounted cabinet inside the generator enclosure.

### **2.03 FUEL OIL STORAGE**

- A. Comply with NFPA 30.
- B. Sub Base-Mounted Fuel Oil Tank: Provide a double wall secondary containment type sub base fuel storage tank. The tank shall be constructed of corrosion resistant steel and shall be UL 142 listed and labeled. The fuel tank shall include the following features:
  1. Capacity: Fuel for 48 Hour(s) continuous operation at 100 percent rated power output.
  2. Tank rails and lifting eyes shall be rated for the full dry weight of the tank, genset, and enclosure.
  3. Electrical stub up(s).
  4. Location (use each as applicable):
    - a. The minimum setback from a building for an above ground storage tank containing diesel shall be 5 feet non-flammable or 10 feet flammable. IFC 5704.2.9.6.1.1, NFPA 30-22.4.1.1(b) and NFPA 37-4.1.4.

- b. Minimum setback from of a property line shall be 5 feet (275 gal or less), 10 feet (276 to 750) or 15 feet (751 12,000). NFPA 30 Table, 22.4.1.1 (b) IFC 5704.2.9.6.1.1.
  - c. Maximum storage inside of a sprinklered building shall be 660 gallons IFC Table 5003.1.1(1) Footnotes b, d, and i.
5. Monitoring:
- a. Dry contacts wired to terminals in the control panel for the following:
    - 1) Generator Running Indication.
    - 2) Low Level Fuel Alarm.
    - 3) Generator Fail.
    - 4) Low Battery/Charger Fail Alarm.
    - 5) Low Coolant Level Alarm.
    - 6) Low Generator Temperature/Heater Fail Alarm.
    - 7) Generator Not In Auto Alarm.
    - 8) Fuel Containment Alarm.
    - 9) Emergency Push Button Switch Alarm.
  - b. Monitor for liquid in the secondary containment shall be provided per IFC 5004 2.2.5.
6. Venting:
- a. Normal atmospheric vent shall not be less than 12 ft above adjacent grade, nor located for trapped vapors under eaves, and at least 5 feet from building openings or property lines per IFC 5704.2.7.3.3.
  - b. Normal atmospheric or emergency vents shall not be manifolded per IFC 5704 2.7.3.5.
  - c. The tank emergency vents shall not vent inside a building or weather housing, IFC 5704 2.7.4.2 (UL2085 tanks are exempt from this requirement). Refer to local code requirements for possible additional requirements NOTE: Some agencies expect the E-vents to terminate 12 feet above grade on weather housed units as per IFC 5704 2.7.3.3 and 2.7.4.2.
7. Fuel Filling:
- a. Filling, emptying, and vapor recovery openings shall be located outside the building or weatherproof housing, not less than 5 feet from building openings or lot lines per IFC 5704, 2.7.5.2.

- b. Fuel fill tube shall be installed to minimize static electricity by terminating within 6 inches of the tank bottom per IFC 5704, 2.7.5.5.
- c. Spill container with a capacity of not less than 5 gallons shall be provided for fill connection. Fill connections shall be positive no leak direct connection design. IFC 5704 2.9.7.8. Liquid tight cap as per IFC 5704 2.7.5.2.
- d. Overfill prevention valve shall be provided set at 95 percent of capacity or sooner. An audible or visual alarm notifying fuel level is at 90 percent of tank capacity or sooner, per 5704 2.9.7.6 and 2.7.5.8.

## **2.04 CONTROL AND MONITORING**

- A. Engine generator control shall be microprocessor based and provide automatic starting, monitoring, protection and control functions for the unit.
- B. Automatic Starting System Sequence of Operation: When mode-selector switch on the control and monitoring panel is in the automatic position, remote-control contacts in one or more separate automatic transfer switches initiate starting and stopping of generator set. When mode-selector switch is switched to the on position, generator set starts. The off position of same switch initiates generator-set shutdown. (Switches with different configurations but equal functions are acceptable.) When generator set is running, specified system or equipment failures or derangements automatically shut down generator set and initiate alarms. Operation of the local (generator set-mounted) and/or remote emergency-stop switch also shuts down generator set.
- C. Manual Starting System Sequence of Operation: Switching on-off switch on the generator control panel to the on position starts generator set. The off position of same switch initiates generator-set shutdown. When generator set is running, specified system or equipment failures or derangements automatically shut down generator set and initiate alarms. Operation of the local (generator set-mounted) and/or remote emergency-stop switch also shuts down generator set.
- D. Configuration: Operating and safety indications, protective devices, system controls, engine gages and associated equipment shall be grouped in a common control and monitoring panel. Mounting method shall isolate the control panel from generator-set vibration. AC output power circuit breakers and other output power equipment shall not be mounted in the control enclosure.
- E. Indicating and Protective Devices and Controls: As required by NFPA 110 for Level 2 system, and the following:
  - 1. AC voltmeter (3-phase, line to line and line to neutral values).
  - 2. AC ammeter (3-phases).
  - 3. AC frequency meter.
  - 4. Ammeter-voltmeter displays shall simultaneously display conditions for all three phases.
  - 5. Emergency Stop Switch: Switch shall be a red "mushroom head" push-button device complete with lock-out/tag-out provisions. Depressing switch shall cause the generator set to immediately stop the generator set and prevent it from operating.

6. Fault Reset Switch: Supply a dedicated control switch to reset/clear fault conditions.
  7. DC voltmeter (alternator battery charging).
  8. Engine-coolant temperature gauge.
  9. Engine lubricating-oil pressure gauge.
  10. Running-time meter.
  11. Generator-voltage and frequency digital raise/lower switches. Rheostats for these functions are not acceptable. The control shall adjustment of these parameters in a range of plus or minus 5 percent of the voltage and frequency operating set point (not nominal voltage and frequency values.) The voltage and frequency adjustment functions shall be disabled when the paralleling breaker is closed.
  12. Fuel tank derangement alarm.
  13. Fuel tank high-level shutdown of fuel supply alarm.
  14. AC Protective Equipment: The control system shall include over/under voltage, reverse kVAR over current, loss of voltage reference, and over excitation shut down protection. There shall be an overload warning, and overcurrent warning alarm.
  15. Status LED indicating lamps to indicate remote start signal present at the control, existing shutdown condition, existing alarm condition, not in auto, and generator set running.
  16. A graphical display panel with appropriate navigation devices shall be provided to view all information noted above, as well as all engine status and alarm/shutdown conditions (including those from an integrated engine emission control system). The display shall also include integrated provisions for adjustment of the gain and stability settings for the governing and voltage regulation systems.
  17. Panel lighting system to allow viewing and operation of the control when the generator room or enclosure is not lighted.
  18. Data Logging: The control system shall log the latest 20 different alarm and shut down conditions, the total number of times each alarm or shutdown has occurred, and the date and time the latest of these shutdown and fault conditions occurred.
  19. DC control Power Monitoring: The control system shall continuously monitor DC power supply to the control and annunciate low or high voltage conditions. It shall also provide an alarm indicating imminent failure of the battery bank based on degraded voltage recover on loading (engine cranking).
- F. Common Remote Audible Alarm: Comply with NFPA 110 requirements for Level 2 systems. Include necessary contacts and terminals in control and monitoring panel.
1. Overcrank shutdown.
  2. Coolant low-temperature alarm.

3. Control switch not in auto position.
  4. Battery-charger malfunction alarm.
  5. Battery low-voltage alarm.
- G. Remote Alarm Annunciator: Comply with NFPA 110. An LED labeled with proper alarm conditions shall identify each alarm event and a common audible signal shall sound for each alarm condition.
- H. Remote Emergency-Stop Switch: Flush; wall mounted, unless otherwise indicated; and labeled. Push button shall be protected from accidental operation.

## **2.05 GENERATOR OVERCURRENT AND FAULT PROTECTION**

- A. Ground-Fault Indication: Comply with NFPA 70, "Emergency System" signals for ground-fault. Integrate ground-fault alarm indication with other generator-set alarm indications.

## **2.06 GENERATOR, EXCITER, AND VOLTAGE REGULATOR**

- A. Comply with NEMA MG 1.
- B. Drive: Generator shaft shall be directly connected to engine shaft. Exciter shall be rotated integrally with generator rotor.
- C. Electrical Insulation: Class H.
- D. Temperature Rise: 120/Class H environment.
- E. Construction shall prevent mechanical, electrical, and thermal damage due to vibration, over speed up to 125 percent of rating, and heat during operation at 110 percent of rated capacity.
- F. Enclosure: Drip-proof.
- G. Voltage Regulator: SCR type, Separate from exciter, providing performance as specified. The voltage regulation system shall be microprocessor-controlled, full wave rectified, and provide a pulse-width modulated signal to the exciter. No exceptions or deviations to these requirements will be permitted.
- H. Windings: Two-thirds pitch stator winding and fully linked amortisseur winding.
- I. Subtransient Reactance: 15 percent maximum, based on the rating of the engine generator set.
- J. Generator Protection:
1. The generator shall be protected from overload to meet NEC 445.12 by identified overcurrent protection means inherent in the design of the generator and control system. Overcurrent protection shall allow operation of the generator set continuously

at its rated output and shall be coordinated with the thermal damage curve of the alternator. Damage curve and protection curve shall be submitted to verify performance.

2. The overcurrent protection function shall include arc flash energy reducing maintenance switching.
3. Conductors from generator output to bus gutter shall be rated at 100 percent of the nameplate current rating meeting the requirement of NEC 445.13 where the design and operation of the generator prevents overloading.
4. Generator shall be provided with output model case circuit breaker and shall be 100 percent current rated circuit breaker.

## **2.07 OUTDOOR GENERATOR-SET ENCLOSURE**

- A. Description: Sound Attenuated Weatherproof Aluminum enclosure. Multiple panels shall be lockable and provide adequate access to components requiring maintenance. Instruments, control, and battery system shall be mounted within enclosure.
- B. Construction:
  1. Hinged Doors: With padlocking provisions. Restraint/Hold back hardware to prevent door to keep door open at 180 degrees during maintenance. Rain lips over all doors.
  2. Exhaust System:
    - a. Muffler Location: Within enclosure.
  3. Hardware: All hardware and hinges shall be stainless steel.
  4. Wind Rating: Wind rating shall be 150 mph.
  5. Mounting Base: Suitable for mounting on sub-base fuel tank or housekeeping pad.
  6. A weather protective enclosure shall be provided which allows the generator set to operate at full rated load with a static pressure drop equal to or less than 0.5 inches of water.
- C. Engine Cooling Airflow through Enclosure: Housing shall provide ample airflow for engine generator operation at rated load in an ambient temperature of 50 degrees C.
  1. Louvers: Fixed-engine, cooling-air inlet and discharge.
- D. Sound Performance:
  1. Base Bid: Reduce the sound level of the engine generator while operating at full rated load to an average of 78 dBA measured at any location 23 feet from the engine generator in a free field environment.
  2. Alternate Bid: Reduce the sound level of the engine generator while operating at full rated load to an average of 72 dBA measured at any location 23 feet from the engine generator in a free field environment.

E. Site Provisions:

1. Lifting: Complete assembly of engine generator, enclosure, and sub base fuel tank (when used) shall be designed to be lifted into place as a single unit, using spreader bars.

## 2.08 VIBRATION ISOLATION DEVICES

- A. Vibration Isolation: Generators installed on grade shall be provided with elastomeric isolator pads integral to the generator, unless the engine manufacturer requires use of spring isolation.
1. IBC Compliance: Isolators complying with IBC requirements shall be specified in the equipment documentation, as well as the installation requirements for the unit.

## 2.09 FINISHES

- A. Indoor and Outdoor Enclosures and Components:
1. Powder-coated and baked over corrosion-resistant pretreatment and compatible primer.
  2. Minimum of 3 mils total paint thickness.
  3. Manufacturer's standard color or as directed on the Drawings.

## 2.10 SOURCE QUALITY CONTROL

- A. Testing: Factory test engine-generator set using same engine model, constructed of identical or equivalent components and equipped with identical or equivalent accessories.
1. Tests: Comply with NFPA 110, Level 2 Energy Converters. In addition, the equipment engine, skid, cooling system, and alternator shall have been subjected to actual tests to validate the capability of the design under the abnormal conditions noted in NFPA110. Calculations and testing on similar equipment which are allowed under NFPA110 are not sufficient to meet this requirement.
- B. Project-Specific Equipment Tests: Before shipment, factory test engine-generator set manufactured specifically for this Project. Perform tests at rated load and power factor. Include the following tests:
1. Test engine generator set manufactured for this Project to demonstrate compatibility and functionality.
  2. The engine generator test shall include full load steady state and transient response testing including engine and generator voltage dip and load data via step loading.
  3. Engine and generator monitoring systems shall be verified to be operating accurately. Control panel instrumentation, gauges, back lighting, switches, etc. shall be confirmed to be operating correctly.

4. Maximum power.
5. Voltage regulation.
6. Steady-state governing.
7. Single-step load pickup.
8. Simulated safety shutdowns.
9. The complete unit shall be subject to a continuous operating testing of at least 8 hours with 2 hours at half load, 2 hours at three quarters loads, and 4 hours at full load.
10. Records, in addition to the information required by SAE J 1349, shall be provided for all specified tests. In addition to the tests required by SAE J 1349 and NEMA MG 1, testing shall minimally include the following tests:
  - a. Average starting time for not less than five cold starts. Records shall include test cell temperature and number of cranking cycles before successful start.
  - b. Fuel consumption at 50, 75, and 100 percent rated load.
  - c. Voltage and frequency transients upon application and removal of rated load. Values shall be recorded on high speed charts to provide accurate definition of response.
  - d. Voltage regulation.
  - e. Rated power.
  - f. Maximum power.
  - g. Winding resistance.
  - h. Winding insulation resistance.
  - i. Open circuit saturation.
  - j. Current balance on windings.
  - k. Voltage balance on windings.
  - l. Regulator range test.
  - m. Phase sequence.
  - n. Mechanical balance.
  - o. Emissions conformance. Each engine will not be individually emissions tested but will have a label affixed certifying EPA emissions conformance.

- p. All alarms, indicators, and protective functions specified in this section.
  - q. The results of the factory tests shall be certified by the quality control department as overseen by factory engineering group of the manufacturers.
11. Provide 14 days' advance notice of tests and opportunity for observation of tests by Owner's representative.

## **2.11 SPARE PARTS**

- A. Provide the following spare parts:
- 1. One complete set of engine lubricating oil and fuel oil filter elements.
  - 2. One complete set of hoses (fuel, oil, and radiator).
  - 3. One complete set of air filter elements.
  - 4. One complete set of software programs applicable to the generator and other components that require software for troubleshooting, maintenance, and adjustment.
  - 5. One complete set of manufacturer's recommended specialized tools or instruments to monitor/troubleshoot engine or generator components.
  - 6. One complete set of control fuses and replacement lamps.

## **PART 3 – EXECUTION**

### **3.01 INSTALLATION**

- A. Comply with packaged engine-generator manufacturers' written installation, application, and alignment instructions and with NFPA 110.
- B. Equipment shall be installed by the Contractor in accordance with final submittals and contract documents. Installation shall comply with applicable state and local codes as required by the authority having jurisdiction. Install equipment in accordance with manufacturer's instructions and instructions included in the listing or labeling of UL listed products.
- C. Installation of equipment shall include furnishing and installing all interconnecting wiring between all major equipment provided for the on-site power system. The Contractor shall also perform interconnecting wiring between equipment sections (when required), under the supervision of the equipment supplier.
- D. Equipment shall be installed on concrete housekeeping pads. Equipment shall be permanently fastened to the pad in accordance with manufacturer's instructions and seismic requirements of the site.
- E. Equipment shall be initially started and operated by representatives of the manufacturer. All protective settings shall be adjusted as instructed by the consulting engineer.

- F. All equipment shall be physically inspected for damage. Scratches and other installation damage shall be repaired prior to final system testing. Equipment shall be thoroughly cleaned to remove all dirt and construction debris prior to initial operation and final testing of the system.
- G. On completion of the installation by the electrical contractor, the generator set supplier shall conduct a site evaluation to verify that the equipment is installed per manufacturer's recommended practice.
- H. Installation shall include filling of all reservoirs of fuel oil, coolants, and lubricants for operation. All reservoirs shall be filled at the completion of all on-site acceptance testing and start-up.

### **3.02 ON-SITE ACCEPTANCE TEST**

- A. The complete installation shall be tested to verify compliance with the performance requirements of this specification following completion of all site work. Testing shall be conducted by representatives of the manufacturer, with required fuel supplied by Contractor. The Engineer shall be notified in advance and shall have the option to witness the tests. The generator set manufacturer shall provide a site test specification covering the entire system. Tests shall include:
  - 1. Prior to start of active testing, all field connections for wiring, power conductors, and bus bar connections shall be checked for proper tightening torque.
  - 2. Installation acceptance tests to be conducted on site shall include a "cold start" test, a two hour full load (resistive) test, and a one-step rated load pickup test in accordance with NFPA 110. Provide a resistive load bank and make temporary connections for full load test, if necessary.
  - 3. Perform a power failure test on the entire installed system. This test shall be conducted by opening the power supply from the utility service and observing proper operation of the system for at least 2 hours. Coordinate timing and obtain approval for start of test with site personnel and the local utility.

### **3.03 TRAINING**

- A. The equipment supplier shall provide training for the facility operating personnel covering operation and maintenance of the equipment provided. The training program shall be not less than 4 hours in duration and the class size shall be limited to 5 persons. Training date shall be coordinated with the facility owner.

### **3.04 FIELD QUALITY CONTROL**

- A. Manufacturer's Field Service: Engage a factory-authorized service representative to inspect components, assemblies, and equipment installations, including connections, and to assist in testing.

### **3.05 SERVICE AND SUPPORT**

- A. The generator set supplier shall maintain service parts inventory for the entire power system at a central location which is accessible to the service location 24 hours per day, 365 days per year. The manufacturer of the generator set shall maintain a central parts inventory to support the supplier, covering all the major components of the power system, including engines, alternators, control systems, paralleling electronics, and power transfer equipment.
- B. Under Separate Contract with the Owner, the generator set shall be serviced by a local service organization that is trained and factory certified in generator set service. The supplier shall maintain an inventory of critical power system replacement parts in the local service location. Service vehicles shall be stocked with critical replacement parts. The service organization shall be on call 24 hours per day, 365 days per year. The service organization shall be physically located within 100 miles of the site. (Provide this as a line item for the Owner to accept or reject.)
- C. The manufacturer shall maintain model and serial number records of each generator set provided for at least 20 years.

**END OF SECTION**

# CITY OF ORTING

110 Train St SE  
Orting, WA 98360

lhinds@cityoforting.org  
(360) 893-2219 x139

Contractor Name: \_\_\_\_\_  
Address: \_\_\_\_\_  
\_\_\_\_\_  
Telephone: \_\_\_\_\_

Project No.: City Hall Generator Purchase  
Budget Item: 408.594.35.63.26

## REQUEST FOR QUOTATION CITY HALL GENERATOR PURCHASE

Proposal Submittal Date, Time & Location:

January XX, 2020  
City of Orting  
110 Train St SE  
Orting, WA 98360

Email Questions or Call To:

[lhinds@cityoforting.org](mailto:lhinds@cityoforting.org) / (360) 893-2219 x139

Mail Proposals To:

City of Orting  
PO Box 489  
Orting, WA 98360

Hand Carry Proposals To:

City of Orting  
110 Train St SE  
Orting, WA 98360

Mark Envelope:

Generator Purchase/City Hall  
Attn: Laura Hinds

*There will not be a formal bid opening. Contractors will be contacted within 5-days after bid due date with bid results.*

# CITY OF ORTING

110 Train St SE  
Orting, WA 98360

lhinds@cityoforting.org  
(360) 893-2219 x139

## SECTION 2 SCOPE OF WORK

### PROPOSAL

#### BASE BID:

Item	Description	Unit	Quantity	Unit Price	Total Amount
1	150 KW Packaged Engine Generator System consistent with Section 2.07.D.1. "Base Bid"	EA	1	\$	\$
				Subtotal:	
				Sales Tax (9.3%):	
				Grand Base Bid Total:	

#### BID ALTERNATE:

Item	Description	Unit	Quantity	Unit Price	Total Amount
1	150 KW Packaged Engine Generator System consistent with Section 2.07.D.1. "Alternate Bid"	EA	1	\$	\$
				Subtotal:	
				Sales Tax (9.3%):	
				Grand Base Bid Total:	

Basis of award: The City will make an award of the lowest responsive bidder on either the Base Bid or the Bid Alternate at their discretion.

### SPECIFICATIONS

See attached

**DISCUSSION**  
**CAR TAB FEES**



## CITY OF ORTING

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110 TRAIN ST SE, PO BOX 489, ORTING WA 98360  
Phone: (360) 893-2219 FAX: (360) 893-6809  
[www.cityoforting.org](http://www.cityoforting.org)

December 4th, 2019

**Memo: Initiative 976 and the proposed reduction of Orting Car-Tab Fees from \$20 to \$0**

### Dear Orting City Council

In a local social media forum, someone recently referred to the whole idea of Initiative-976 as a “*nuclear strike from orbit.*” To date, I haven’t seen a more succinct summary of the issue than this. It certainly obliterated its target, ST3, and the opaque and onerous car-tab fees that became its notable trademark. But in using a such a broad tool to take out ST3 tab fees, there was a lot of collateral damage for local projects entirely unrelated to Sound Transit or its questionable approaches.

As you know, I-976 was a visceral reaction of voters to the idea of car-tab taxes. Here in Pierce County, as well as Snohomish, and King County, the issue was primarily a referendum on Sound Transit.

The “why” of the overwhelming rejection of the car tabs associated with ST3 is pretty clear. Voters felt deceived, ignored, un-represented, and otherwise unfairly taxed. As responsible budgeters, and as Transportation Benefits District (TBD) Board Members, you know the “what” of 976 was more than merely eliminating the burdensome Sound Transit car-tab taxes. I-976 also repealed all Transportation Benefits District funds.

I am confident that most voters didn’t know that TBD funds were a part of the I-976 issue, beyond the fact that it was one more layer of taxes that sat on top of the arbitrary \$30 fee. There was no way to make that distinction clear either, mainly due to the full-throttle assault on inflated value car-tabs from ST3. Nevertheless, we are where we are – in a very uncertain place.

For the past eight years (11/30/2011), Orting has collected a TBD fee of \$20. The \$20 went 100% to resurfacing aging streets, and in recent years to replacement and improvements of non-motorized transportation and sidewalks. Under the supervision of the TBD and planning of our public works team and council committee, I would proudly put our road maintenance up against any other city in the state. Moreover, I would also point out that thanks to the TBD, our plans to modernize our aging and in some places, failing sidewalk infrastructure, have been moving forward at an accelerating pace in the last two years. The improvements to this infrastructure, ties-in closely with our focus on improvements to make our City more accessible to all abilities and ages. Lastly, the City has been building a dedicated line item for Kansas street rehabilitation using TBD funds. Without our TBD, we have absolutely *no way* to further raise funds, locally, for road projects like Kansas St.

“Small Town – Big View”

Our loss of TBD funds impacts a lot of different areas within our local transportation infrastructure maintenance and modernization. In practical reality, without a viable TBD, we have very little ability to do any road maintenance, absent outside funding from the state – which might best be characterized as capricious. Depending on what's on the ballot, how it's been voted, or even who's in office, state transportation funds that get doled out to local projects are rife with bureaucracy and can be held up for any number of unforeseeable reasons.

*Note: We're not the only city in this situation. I suspect that the [>100 other cities with TBD's](#) are also scrambling to figure out the future of local transportation funding.*

*<http://mrsc.org/Home/Explore-Topics/Governance/Forms-of-Government-and-Organization/Special-Purpose-Districts-in-Washington/TBD-List-Map.aspx>*

You will recall that in the November study session that after seeing the results of the election, my team brought you our plan for TBD funds currently on hand; rather than implement the project list for this upcoming year (which would now expend our final TBD funds) we sought your authorization to place those projects on freeze, and utilize the fund balance for emergency repairs until the local (city) transportation funding issues get addressed. We anticipate(d) it is likely that this new funding scenario will remain unclear for up to a couple of years.

**I am asking the Orting City Council to take one further step in light of the results of I-976.**

Although the TBD funds are de-authorized under I-976, the injunction granted to the plaintiffs in the recent lawsuit in King County, directed that those funds will still be collected. If the plaintiffs are ultimately successful in overturning I-976, those funds could be used in the projects they were intended. Meaning in the Sound Transit district, to pay back bonds and whatnot. In cities like ours, we would use the funds collected between now and that potential outcome for the transportation projects we'd planned to use them for in the first place (resurfacing roads, repairs, sidewalks, Kansas St replacement).

Alternatively, if the lawsuit fails and the initiative is found to be lawful, the collected funds would need to be refunded to the taxpayers. As a leader, I am grappling with the ramifications of possibly having to return collected funds and the process and work that will need to be done to accomplish that. I am also seeking to find the *correct* path, morally and philosophically, for collecting a tax that has been overwhelmingly rejected by the public. Therefore, I am asking the question now, should we continue to collect these funds?

**It's my opinion that we should *not* collect the \$20 car-tab fees in Orting while this issue works its way through the State Supreme Court and other legal challenges.** If the council agreed, by a majority, an ordinance would need to be passed, reducing our current \$20 fee to \$0.

If the council feels nothing should be done at this time. We will continue to collect the funds, but hold them in a select reserve account, if they need to be returned via refund to tax-payers. **In my opinion, this alternative is not in keeping with the spirit of the new law, nor is it respectful of the desire stated by voters.**

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We may likely be the first, or among the first, or only cities to take this approach. But, I believe it's the correct approach. **I'd rather not collect taxes that are we are not authorized to by citizens.** This philosophy is potentially disagreeable, and you may, in fact, disagree. If you don't disagree, others outside of Orting likely will. I'm ok with that.

I'm hoping that when you return from the Holiday break, you will join me in my desire to relieve Orting taxpayers of our portion of the car-tab fees they have told us they do not wish to pay at this time. I also hope that in whatever way this works itself out, that in the future, we will once again have the ability to utilize *local* funds on *local* transportation projects.

In Sincerity,

Joshua Penner, Mayor  
City of Orting  
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**City Of Orting  
Council Agenda Summary Sheet**

	<b>Agenda Bill #</b>	<b>Recommending Committee</b>	<b>Study Session Dates</b>	<b>Regular Meeting Dates</b>
<b>Subject: Tourism Video</b>	<b>AB 20-9</b>	<b>CGA</b>		
		11.7.19	11.20.19	11.25.19 1.15.20
	<b>Department:</b>	Administration		
	<b>Date Submitted:</b>	<b>11.7.19</b>		
<b>Cost of Item:</b>	<u>\$</u>			
<b>Amount Budgeted:</b>	<u>\$</u>			
<b>Unexpended Balance:</b>	<u>\$</u>			
<b>Bars #:</b>				
<b>Timeline:</b>				
<b>Submitted By:</b>	<b>Mark Bethune</b>			
<b>Fiscal Note:</b>				
<b>Attachments:</b>	Video			
<p>The CGA Committee approved the tourism video at their 11.7.19 meeting and brought the recommendation to move forward with the video and ILA with the Port of Tacoma to the full council on 11.20.19 and 11.25.19. The Video has previously been shared with staff and Council via email but is being brought to study session for those new Councilmembers and staff who may not have had an opportunity to see the video. There will be future videos, in particular one that shows the character of the City of Orting.</p>				
<b>Recommended Action:</b> N/A				



**City Of Orting  
Council Agenda Summary Sheet**

	<b>Agenda Bill #</b>	<b>Recommending Committee</b>	<b>Study Session Dates</b>	<b>Regular Meeting Dates</b>
<b>Subject: Department of Commerce Grant</b>	<b>AB20-10</b>			
		<b>N/A</b>	<b>1.15.20</b>	
	<b>Department:</b>	Admin; Planning		
	<b>Date Submitted:</b>	<b>1.13.20</b>		
<b>Cost of Item:</b>	<u>\$NA</u>			
<b>Amount Budgeted:</b>	<u>\$NA</u>			
<b>Unexpended Balance:</b>	<u>\$NA</u>			
<b>Bars #:</b>				
<b>Timeline:</b>				
<b>Submitted By:</b>	<b>Mark Bethune; Emily Adams (Planner)</b>			
<b>Fiscal Note:</b>				
<b>Attachments:</b> Department of Commerce HB 1923 Activities and FAQ				
<p><b>SUMMARY STATEMENT:</b> Grants of up to \$50,000 for cities with populations less than 20,000 are available to support selected actions intended to encourage production of more housing and a greater variety of housing types or increase regulatory streamlining. These grants require the selection of at least two listed actions or a housing action plan (detailed in attachment).</p> <p>If it is decided that the City should apply for this grant, staff recommends adopting a resolution indicating that the Council supports increasing housing capacity through the pursuit of code amendments. Staff does not recommend a Housing Action Plan.</p> <p>Funding is provided in advance of, and to support adoption of these policies. A cash match is not required for this grant. Applications are due February 28, 2020.</p>				
<b>RECOMMENDED ACTION:</b> Move to Consent Agenda for 1.29.20				
<b>FUTURE MOTION:</b> To Approve Resolution 2020-XX, to pursue grant funds for future code amendments that support increasing housing capacity.				



Washington State  
Department of  
**Commerce**

**Growth Management Services  
Local Government Division**

## **Increasing Residential Building Capacity**

### **Eligible Activities and Frequently Asked Questions**

**E2SHB 1923 (laws of 2019) provided \$5 million to increase residential building capacity in Washington communities. \$1 million is available for the 2020 round of funding. Funding is prioritized for cities over 20,000 in population, but this opportunity is open to all cities in Washington. Applicants must choose at least two activities from RCW 36.70A.600(1), or a Housing Action Plan.**

**ELIGIBLE ACTIVITIES:** This list is defined in the bill. Commerce has provided this additional guidance to clarify some questions.

**COLLECTED QUESTIONS:** Commerce has received a number of questions about this grant opportunity. We have compiled answers based on our analyses of the legislation and our development of the grant program to date.

#### **Commerce contacts:**

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## Activities eligible for SHB 1923 funding (RCW 36.70A.600)

### 1. Select at least two of the actions listed below:

- a) ***Increase residential density near commuter or light rail stations to 50 dwelling units per acre. Designated areas should be at least 500 acres in size.***

This may be achieved as a sub-area plan or rezone within a designated area in response to or anticipation of commuter or light rail stations. Regulations should allow at least 50 dwelling units per acre, and must require *no more than an average of one on-site parking space per two bedrooms* in multifamily areas. The plan should consider all areas within a half mile, or 10-minute walk, of the station. Special attention should be paid to prioritize bicycle, pedestrian, and transit access to station areas.

- b) ***Increase residential density along high frequency transit corridors to 25 dwelling units per acre. Designated areas should be at least 250 acres for cities with a population of less than 40,000 people, or 500 acres for cities with a population over 40,000.***

This may be achieved as a sub-area plan or rezone along a transit corridor in response to or in anticipation of high frequency transit corridors. E2SHB 1923 defines *"high frequency transit service" as bus service at least four times per hour, at least 12 hours per day*. Regulations should allow at least 25 dwelling units per acre, and must require *no more than an average of one on-site parking space per two bedrooms* in multifamily areas. The plan should consider all areas within a half mile, or 10-minute walk, of the transit corridor, with special attention to considerations for road crossings to transit service.

- c) ***Authorize at least one duplex, triplex, or courtyard apartment on each parcel in one or more zoning districts that permit single-family residences unless a city documents a specific infrastructure or physical constraint that would make this requirement unfeasible for a particular parcel.***

Documentation of specific infrastructure or physical constraints should go beyond whether sewer or other services currently exist at the location. Documentation should describe how specific geographic features of the land, such as water bodies or critical areas make it extremely difficult to develop, or to serve isolated parcels with urban services.

- d) ***Authorize cluster zoning or lot size averaging in all zoning districts that permit single-family residences;***

**Cluster zoning** is a zoning method in which development density is determined for an entire specified area, rather than on a lot-by-lot basis. Within the specified cluster zone, a developer

can exercise greater flexibility in designing and placing structures, as long as the total density requirement is met.

**Lot size averaging** allows the size of individual lots within a development to vary from the zoned maximum density, provided that the average lot size in the development as a whole meets that maximum. Housing can then be developed on lots smaller than otherwise permitted in a zone, allowing for greater densities in some areas and more diversity throughout the development.

These tools can be especially useful in lands encumbered by critical areas or other constraints that point to a more flexible approach.

- e) Authorize attached accessory dwelling units (ADUs) on all parcels containing single-family homes where the lot is at least 3,200 square feet in size, and permit both attached and detached ADUs on all parcels containing single-family homes, provided lots are at least 4,356 square feet in size. Qualifying city ordinances or regulations may not provide for on-site parking requirements, owner occupancy requirements, or square footage limitations below 1,000 square feet for the accessory dwelling unit, and must not prohibit the separate rental or sale of accessory dwelling units and the primary residence. Cities must set applicable impact fees at no more than the projected impact of the accessory dwelling unit. To allow local flexibility, other than these factors, accessory dwelling units may be subject to such regulations, conditions, procedures, and limitations as determined by the local legislative authority, and must follow all applicable state and federal laws and local ordinances.***

GMA cities over 20,000 in population are already required to allow accessory dwelling units (ADUs) in single family zones.<sup>1</sup> To be eligible for funding, jurisdictions must adopt an ADU ordinance that is consistent with these specifications for lot size, unit size, no parking requirement, no owner occupancy requirement, reduced impact fees, and subsequent separate sale of separate units. Beyond these items, local governments may choose to waive utility connection fees, building or permit fees, or address design. For more information please review [MRSC's guidance](#) on this topic, except that the 1994 CTED ADU guidance is superseded by these requirements.

- f) Adopt a subarea plan pursuant to RCW 43.21C.420.***

From RCW 43.21C.420:

Cities with a population greater than 5,000 may adopt optional elements of comprehensive plans and optional development regulations that apply within subareas for areas that are either:

- a. Areas designated as mixed use or urban centers in a land use or transportation plan adopted by a regional transportation planning organization; or

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<sup>1</sup> See RCW 36.70A.400 and RCW 43.63A.215(3) (laws of 1993)

- b. Areas within one half mile of a major transit stop, zoned for an average minimum density of 15 units per gross acre. Section 3 of RCW 43.21C.420 defines a major transit stop as:
- A stop on a high capacity transportation service funded or expanded under RCW 81.104;
  - Commuter rail stops;
  - Stops on rail or fixed guideway systems, including transitways;
  - Stops on bus rapid transit routes or routes that run on high-occupancy vehicle lanes; or
  - Stops for a bus or other transit mode providing fixed route service at intervals of at least thirty minutes during the peak hours of operation.

The plan must be accompanied by an environmental impact statement (EIS) assessing and disclosing the probable significant adverse environmental impacts. Any development proposed within 10 years of the EIS, which is consistent with the plan and regulations may not be challenged under SEPA.<sup>2</sup>

**g) *Adopt a planned action pursuant to RCW 43.21C.440(1)(b)(ii).***

A planned action is an adopted plan and environmental review on a sub-area within an urban growth area, consistent with a comprehensive plan adopted under the Growth Management Act. The plan and environmental review are completed before projects are proposed. Project-level significant impacts must be addressed in a State Environmental Policy Act (SEPA) document, unless the impacts are specifically deferred for consideration at the project level. The SEPA document may be a determination of non-significance (DNS), a mitigated determination of significance (MDNS), or an environmental impact statement (EIS). To be eligible for funding, the planned action area should:

- Be within an urban growth area;
- Contain mixed use or residential development; and
- Encompass an area that is within one-half mile of a major transit stop<sup>3</sup>; or will be within one-half mile of a major transit stop no later than five years from the date of the designation of the planned action. Section 5 of RCW 43.21C.440 defines a major transit stop as a commuter rail stop, a stop on a rail or fixed guideway or transitway system, or a stop on a high capacity transportation service funded or expanded under chapter 81.104 RCW.<sup>4</sup>

For more information see <http://mrsc.org/Home/Explore-Topics/Planning/Land-Use-Administration/Planned-Action.aspx>

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<sup>2</sup> See RCW 43.21C.420 (amended by E2SHB 1923, laws of 2019)

<sup>3</sup> Defined in RCW 43.21C.440(5).

<sup>4</sup> RCW 81.104 authorizes specific sources of funding. If the major transit stop does not meet the other descriptions, refer to this section of statute for a section that authorizes the funding for the transportation serving the “major transit stop.”

***h) Adopt an infill exemption under RCW 43.21C.229 for residential or mixed-use development***

This section allows for exemptions from SEPA evaluation if the city or county's applicable comprehensive plan was previously subjected to environmental analysis and if the local government considers the specific probable adverse environmental impacts of the proposed action and determines they are adequately addressed by the development regulations or other requirements.

Such an exemption categorically exempts government action related to development proposed to fill in an urban growth area, where current density and intensity of use in the area is lower than called for in the goals and policies of the applicable comprehensive plan and the development is either (i) Residential development, (ii) Mixed-use development, or (iii) Commercial development up to 65,000 square feet, excluding retail development. It does not exempt government action related to development that is inconsistent with the applicable comprehensive plan or would exceed the density or intensity of use called for in the comprehensive plan.

Guidance on infill development is available from the Department of Ecology's SEPA Guidance website at <https://ecology.wa.ecology.wa.gov/Regulations-Permits/SEPA/Environmental-review/SEPA-guidance> and look for the link to the 2017 SEPA Handbook.

***i) Adopt a form-based code in one or more zoning districts that permit residential uses. "Form-based code" means a land development regulation that uses physical form, rather than separation of use, as the organizing principle for the code;***

The purpose of a form-based code is to control the size and bulk of buildings, instead of regulating by the number of units. This can help a local government encourage development that meets the desired community character, but encourages a greater number of units of a given parcel, as the number of units are not restricted. For more information see [mrsc.org/Home/Explore-Topics/Planning/Development-Types-and-Land-Uses/Form-Based-Codes](http://mrsc.org/Home/Explore-Topics/Planning/Development-Types-and-Land-Uses/Form-Based-Codes).

***j) Authorize a duplex on each corner lot within all zoning districts that permit single-family residences.***

A duplex on a corner lot can have the advantage of looking like a single-family housing unit with a front-facing door on each corner. This approach can add density in single-family areas without appearing to add a traditional duplex, but provides the benefit of additional smaller units which can be more affordable.

- k) Allow for the division or redivision of land into the maximum number of lots through the short subdivision process provided in chapter 58.17 RCW;***

RCW 58.17.020(6) defines a short subdivision as "the division or re-division of land into four or fewer lots, tracts, parcels, sites, or divisions for the purpose of sale, lease, or transfer of ownership. However, the legislative authority of any city or town may by local ordinance increase the number of lots, tracts, or parcels to be regulated as short subdivisions to a maximum of nine. This applies in all cities and for counties within urban growth areas. By increasing the number of lots in short plat, more development may be permitted by the quicker short plat process, which can be processed administratively, rather than the longer subdivision process, which generally requires approval of the legislative body. Local governments may also wish to review RCW 58.17.100 which allows for delegation of final plat approval to the planning commission or staff rather than going back to council.

- l) Authorize a minimum net density of six dwelling units per acre in all residential zones, where the residential development capacity will increase within the city.***

This option is applicable where net density in residential zones is less than six dwelling units per acre. Net density is the gross acreage minus public right of ways, divided by the number of units. Where areas are encumbered by critical areas, clustering can help achieve the target density.

## **2. Cities may adopt a Housing Action Plan**

*The goal of any such housing plan must be to encourage construction of additional affordable and market rate housing in a greater variety of housing types and at prices that are accessible to a greater variety of incomes, including strategies aimed at the for-profit single-family home market. The housing action plan should:*

- (a) Quantify existing and projected housing needs for all income levels, including extremely low-income households, with documentation of housing and household characteristics, and cost-burdened households;***

Data should document the type and age of housing within the community, and the demographics of the households within the communities. It should look across income segments and identify how many households in each income segment are paying more than 30 percent of their income for housing costs. The analysis should also project population demographics and income levels for the planning period and identify the types and densities of housing that are needed for housing suitable and affordable for all demographic and economic segments. This analysis should specifically consider multifamily and attached housing types. For more information see WAC 365-196-410.

***(b) Develop strategies to increase the supply of housing, and variety of housing types, needed to serve the housing needs identified in (a) of this subsection;***

Data gathered in the previous section should point to the types of housing that should be allowed by local zoning, and the types of incentives and regulations that will be needed to encourage the development of appropriate housing affordable to all income segments of the community. Trade-offs in parking requirements, setbacks, and open space considerations may be reviewed as they affect the yield in housing. Strategies to encourage and support the development of subsidized housing, such as fee waivers and free land should be considered, along with options for creating more housing. For a full menu of strategies, see [www.ezview.wa.gov](http://www.ezview.wa.gov) (Affordable Housing Planning Resources). Policy actions can be evaluated on the whether they are short term, or long term, how effective they are, or whether they have a fiscal impact.

***(c) Analyze population and employment trends, with documentation of projections;***

Population analysis should consider the city's portion of the countywide population allocation projected over the 20-year planning period, along with regional population trends. Employment trends should look at the jobs in the region, along with the income levels of the jobs, and may consider the jobs/housing balance in the community. This analysis should be considered with the analysis of housing needs in part (a) of this section.

***(d) Consider strategies to minimize displacement of low-income residents resulting from redevelopment;***

Economic displacement occurs where low-income residents are forced out of traditional low-cost areas as redevelopment occurs and rents rise. Strategies to minimize displacement include preserving existing affordable housing, encouraging greater housing development, including, but not limited to affordable housing (so more housing is available for all income segments), using collective ownership of housing, engaging existing residents in identifying strategies, and taking a broader look using regional rather than localized strategies. For more information consider US Department of Housing and Urban Development (HUD) resources such as: [www.huduser.gov/portal/sites/default/files/pdf/DisplacementReport.pdf](http://www.huduser.gov/portal/sites/default/files/pdf/DisplacementReport.pdf)

***(e) Review and evaluate the current housing element adopted pursuant to RCW 36.70A.070, including an evaluation of success in attaining planned housing types and units, achievement of goals and policies, and implementation of the schedule of programs and actions;***

The housing element of the comprehensive plan should be evaluated for how well development is implementing policies, specifically whether the community is on track to accommodate the portion of the countywide population allocated to the community within the planning period, and whether the housing types are affordable to all economic segments. If these metrics are not met, new comprehensive plan policies should be proposed to support

zoning that allow the size and types of housing that can be affordable to most economic segments of the population. Policies may also encourage or incentivize the development of subsidized affordable housing. Action strategies or housing metrics can help the plan stay on track over time.

***(f) Provide for participation and input from community members, community groups, local builders, local realtors, nonprofit housing advocates, and local religious groups; and***

Broad participation from all parts of the community can help to understand and communicate the housing need. Members of the public can provide information and perspective on how the community can meet the state requirements to plan for housing affordable to all economic segments.

***(g) Include a schedule of programs and actions to implement the recommendations of the housing action plan.***

The housing action plan should cumulate in a broad array of potential programs and actions that the jurisdiction has committed to pursue, or can partner with other organizations to implement. The actions should include an update to policies in the comprehensive plan, along with actions to update regulations to implement selected strategies. The schedule should include a timeline for actions and funding, if required to implement the plan.

## **Actions protected from appeal**

If adopted between July 28, 2019, and April 1, 2021, ordinances, amendments to development regulations, and other nonproject actions taken by a city are not subject to administrative or judicial appeal under the State Environmental Policy Act (SEPA).<sup>5</sup> This excludes the adoption of a sub-area plan adopted pursuant to RCW 43.21C.420.

In addition, any action taken by a city prior to April 1, 2021 to amend their comprehensive plan, or adopt or amend ordinances or development regulations to enact any of the twelve actions to increase residential building capacity is not subject to appeal to the Growth Management Hearings Boards.<sup>6</sup>

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<sup>5</sup> RCW 36.70A.600 (3)

<sup>6</sup> RCW 36.70A.600 (4)

## COLLECTED QUESTIONS ABOUT THIS GRANT OPPORTUNITY

**1. What level of detail is Commerce seeking in the grant application for the scope of the proposed project(s)?**

The application need not provide a step-by-step level of detail, but should clearly outline the steps proposed for each action, and should include grant milestones and deliverables. For example, you would not include each task in detail, but identify when key tasks are to be completed. The application should have enough detail to allow evaluators to get a good sense of the steps and timing of the selected project. The scope of work should also be clear and complete enough to become the contract scope of work. Also please consider the application instructions regarding page limit.

**2. If awarded, would the Scope or Work and/or Budget be amendable? Would Commerce want to approve changes to the schedule/scope?**

The answer may depend on whether the grantee city is proposing to change or amend the overall project selection, for which it originally applied, or requesting to modify specific tasks, deliverables, or schedule/budget within the overall same project.

A city will be expected to remain committed to the project(s) outlined in the grant application, for which funding is awarded. As with any project, there is often a need to revisit the schedule and/or deliverable items, and amend these activities. Commerce would need to review and evaluate any proposed amendments, but the contract must be generally remain consistent with the original application and proposal.

**3. For the grant application question regarding “Readiness to Proceed” (See Item #4a in the Grant Application), we won't have identified a consultant before funding is awarded. Should we identify possible consultants? Or just describe our RFP process?**

Use of a third party consultant, and/or the specific details of the city's RFP or hiring process does not need to be addressed or identified in the grant application.

The Commerce grant contract terms provide a process for subcontracting and the general terms governing this process. Commerce grant terms do not involve review and approval of a specific subcontractor, however, contractors must inform Commerce of their intent to use a subcontractor, so that information about subcontractors can be collected. The city should follow its established procurement process to hire a subcontractor. These provisions may be viewed under the link to the Contract Terms on the GMS Grants webpage, under Section 15-Subcontracting, of the grant contract.

**4. Does Commerce have any recommendations for the structure of an application for a regional housing plan? How should multiple local governments apply for the grant to allow a third party consultant to help with a portion of the work?**

Commerce has no specific requirements for how to structure a application for a regional housing plan, however, grant agreements must be executed with an eligible city and not a third party consultant.

Commerce requires one separate application from each eligible jurisdiction when two or more collaborate as joint applicants and each adopt separate housing action plans. Each application should identify how goals, task and portions of the work will be undertaken and accomplished by the applicant. Each application should also identify if that city anticipates sub-grantees to be hired and how that subcontracting will be managed.

It could work to pool funds, and have one city administer a single contract for shared work with the sub-recipient, and ask for a larger share of the pooled funds. The other partner cities could request smaller amounts of funding stating that they wish those funds to go to a lead to hire the sub-recipient.

**5. For question 4.c, do all three criteria apply for a housing action plan or just the last criteria?**

Under the grant application instructions for Question 4c. “Potential to increase housing supply or provide regulatory streamlining,” only the third listed criteria applies to housing action plans.

- *If pursuing a housing action plan, include a detailed statement discussing the general direction of this work, and what you hope to accomplish. Describe strategies for public involvement, policy work, or other features of the work that will help your jurisdiction move towards adoption of provisions for more dense and diverse levels of housing within your jurisdiction.*

**6. For question 4.c, do both the criteria relating to how the application responds to the legislative direction in E2SHB 1923 apply for housing action plans?**

Yes. Explain how your application responds to the legislative direction in E2SHB 1923 to:

- *Increase residential building capacity in areas that have supportive transportation and utility infrastructure, and are served with frequent transit service.*
- *Prioritize the creation of affordable, inclusive neighborhoods and to consider the risk of residential displacement, particularly in neighborhoods with communities at high risk of displacement.*

**7. Can the adoption timeline be extended to June 30 and the receiving party provide a final report by the end of July?**

No. The bill provides the date for adoption by April 1, 2021, for the twelve local actions listed under Section 1(1)(a)-(l):

*“(6) A city with a population over twenty thousand that is planning to take at least two actions under subsection (1) of this section, and that action will occur between the effective date of this section and April 1, 2021, is eligible to apply to the department for planning grant assistance...” (RCW 36.70A.600(6))*

A Housing Action Plan may be adopted after April 1, 2021, but must be submitted by June 15, 2021, the deadline established by Commerce in order to complete the grant closeout process by June 30, 2021, the end of the state fiscal year.

**8. Is amending an existing subarea plan (not working on a brand new subarea plan) acceptable under section f , *Adopt a subarea plan pursuant to RCW 43.21C.420?***

First, if you are a city with just a few key focus areas, it is very likely that you may have an existing subarea plan. The legislation does not say that it needs to be a subarea plan for a brand new area. However, the application should be clear how your project fits within the criteria of RCW 43.21C.420(1), demonstrating how your subarea is either:

- (a) Designated as mixed-use or urban center in a land use or transportation plan adopted by a regional transportation planning organization; or*
- (b) Within one-half mile of a major transit stop that are zoned to have an average minimum density of fifteen dwelling units or more per gross acre.<sup>7</sup>*

To be eligible for funding, the proposed update to the subarea plan should represent a significant improvement to meet the goals of E2SHB 1923. The application should be clear about when the last subarea plan was done, what changes or new opportunities make it timely for a new plan, and how this is going to increase residential building capacity and streamline development. Is there new transit service? Has the housing market changed? Are you considering expanding the subarea area, or having a significant focus on housing affordability? Can you add in other components such as form-based code or other incentives to encourage more housing and more affordable forms of housing within the subarea? The application should provide a clear justification why this project is going to be a good investment in meeting the goals of the grant program.

**9. Is the HAP considered to be a GMA document, and thus needs to be timed with our comprehensive plan docket cycle? Or are we able to adopt it outside of that process?**

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<sup>7</sup> Section 3 of RCW 43.21C.420 defines a major transit stop.

A housing action plan (HAP) is not considered an element of the comprehensive plan, and would not have to be timed with the docket. In order to meet contract timelines, the HAP must be adopted before it is due to Commerce on June 15, 2021. Commerce recommends submitting drafts of components of housing action plans as grant deliverables throughout the term of the project, and the full draft housing action plan at least two months before then end of the contract.

**10. How much detail are you expecting in the survey comment boxes for code citations. Is there a word or letter count that we need to comply with?**

Title and section citations of the city code are sufficient. We are looking for enough information to find the applicable section of your city code. Survey Monkey sets a limit of 100 characters for a single line of text.

**11. What was the effective date of HB 1923?**

July 28, 2019. A city may start documenting expenses on specific tasks from the effective date of the bill. This may be billed only if a grant is awarded. Billing may occur only after there is a signed contract, which we expect to occur in November 2019.

**12. How long will a city have to spend its funds once awarded? When are the start and end dates?**

RCW 36.70A.600(6) states that funding may be provided in advance of, and to support adoption of policies or ordinances consistent with this section. A city may start documenting expenses on specific tasks from the effective date of the bill. This may be billed only if a grant is awarded. Billing may occur only after there is a signed contract. The end of the contract period will be June 30, 2021, however, eligible actions must be taken (adopted) by April 1, 2021 to receive full funding, and all deliverables must be submitted by June 15, 2021.

**13. May another organization apply on behalf of an eligible city (or cities) for work under E2SHB 1923?**

No. A third party organization, such as a non-profit or consulting group, may help to develop the application. However, the application would need to have a signed letter from the Mayor of each jurisdiction committing to the work, with the understanding that the city would be the grantee. Commerce would then execute a contract with each city receiving funding, and the third party may be contracted by one or more of the cities to do contract work for multiple jurisdictions.

**14. May a city apply for both a housing activities listed in RCW 36.70A.600(1) and a housing action plan?.**

As this is the third round of funding, and only \$1 million is available, Commerce recommends a city choose one or the other option, or a combination for a maximum ask of \$100,000, (or \$50,000 if a smaller city) demonstrating the level of effort required for each action, unless they can make a case for extraordinary potential.

**15. What sort of documentation might you be looking for to support an application for a grant that exceeds \$100,000?**

An eligible city may request more than \$100,000 for applications that demonstrate “*extraordinary potential to increase housing supply or regulatory streamlining,*” such as the following:

- A single jurisdiction proposing at least two of the activities and explaining how these actions demonstrate extraordinary potential to increase housing supply or regulatory streamlining (does not include a housing action plan).
- Transit corridor planning with multiple jurisdictions and tribes, if applicable. Documentation would include the expected extraordinary increase in capacity or streamlining from working together.
- Housing action plans that cross multiple jurisdictions, and are coordinators for consistency. Documentation would include the expected extraordinary outcomes as a result of working together.
- Jurisdictions eligible for the first round of funding may apply with ineligible jurisdictions for activities such as regional housing action plans or subarea plans that may cross jurisdictional boundaries, including into unincorporated UGAs. However, funding for ineligible partners may be available at a significantly lower amounts than eligible jurisdictions.

Examples of documentation may include the following:

If city proposes to adopt actions to increase capacity, it may provide a rough estimate of number of additional units that may be produced over the 20-year period as a result of these actions, including the assumptions used in the estimate, and how these numbers are extraordinary, compared to existing plans and regulations, or to other similar jurisdictions.

If a city proposes permit streamlining, documentation may include an estimate of the number and percentage of units that the proposed tool(s) may potentially streamline within the jurisdiction, and how this might be extraordinary compared to normal course of business or other similar jurisdictions.

**16. Is it still \$100,000 limit if a city applies with an adjacent jurisdiction?**

For two or more eligible cities working on a joint project, they may each submit an application, referencing the work with the other jurisdiction(s).

**17. RCW 36.70A.600(6) says that an eligible jurisdiction must be “*planning to take at least two actions...between the effective date of this section and April 1, 2021...*” That states an intent. If we were to apply for a grant with the intent of completing that work and moving the ordinance to city council for action prior to 4/21 but the political process pushes the adoption beyond that date, does this imply that the city has to pay the state back?**

No, we do not anticipate providing an advance that would need to be paid back, but rather, the grant is structured as a performance-based contract, with a scope of work, milestones, and deliverables completed in order to receive payments, including the final deliverable(s). The contract end date will coincide with the end of the state fiscal year, June 30, 2021. Therefore, final payment, as a percentage of the overall grant award, will be contingent on submittal of any adopted actions as final deliverables. The final amount will be 30 percent of the total grant award.

**18. Once the grant money is received, can it be used for any action to do with the adoption of these regulations?**

The contract will include a work plan identifying the tasks that would be covered by the grant, such as any actions required to develop and adopt the regulations / housing action plan. This could be hiring consultants, paying for staff, or public consultation, consistent with state spending guidelines. It may not be used for implementation activities on adopted items.

**19. If we have already started an eligible activity, can we use the funds to complete the activity within the grant timeline?**

Yes, however, the application should clearly document progress to date and detail the tasks that will be carried out using grant funds. If most of the activity is already complete, it may not qualify as one of the two actions required under the bill. In this case, at least two additional activities would be needed to qualify for grant funding.

**20. One of the actions identified under the bill includes a Housing Action Plan. May grant funds be utilized for a “Housing Assessment Study”?**

Yes, you could apply for this as part of the grant, but it should be part of a much larger package of actions. A “Housing Assessment study” appears to be just the first of seven components of

housing action plan defined in the bill. The legislature provided up to \$100,000 for a full housing action plan.

**21. The bill seems a little unclear as to what are the specific expectations and requirements to be considered an acceptable “Housing Action Plan”. Is it possible to see a “model” “Housing Action Plan” to better understand the specific requirements of what constitutes a “Housing Action Plan”.**

The bill lists a number of steps which must be completed, and best practices suggest a few other steps. Housing action plans must include all elements in the bill to be eligible for funding. Commerce does not have a model housing action plan at this time. However, many Washington jurisdictions have already adopted housing strategies, such as Tacoma’s [Affordable Housing Action Strategy](#) and Wenatchee [Our Valley Our Future](#) action plan, which were considered as models when the bill was adopted. The 2020 grant application includes a detailed scope of work that applicants may use.

**22. Questions on RCW 36.70A.600(1)(a and b) We exceed this amount of acreage in this zoning category with transit – is this for additional acreage?**

The language in the bill says 500 acres in one or more areas for larger jurisdictions.

- If you already have a 500-acre sub-area that meets the density and transit frequency in the bill, then you have already completed this option, unless the work will enable additional housing capacity.
- You may do additional planning for an already-designated 500-acre sub-area to meet the density criteria in the bill.
- If the transit service does not currently meet the “high quality transit definition, (*bus service at least four times per hour, at least 12 hours per day*), then this is not a project that is eligible for funding.

**23. Does the requirement that the subarea be within one-half mile of a transit stop mean that the subarea plan must include all of the area within one-half mile of the transit stop, or could a subset of the half-mile area be considered? We read the language to mean that the subarea itself must be within one-half mile of the stop, but that the subarea could be smaller in size than the half-mile radius. (Our subarea would be centered on the station but would not extend an entire half-mile in every direction—particularly as a large wetland, zoned for resource protection, is nearby.)**

Our guidance on subarea planning choices under RCW 36.70A.600 (1a. or b.) recognizes that natural features are going to affect subarea planning, and that planning may be along a transit corridor, more than in a simple circle. However, the planning area should include everything within the ½ mile / 10-minute walkshed of the transit stop, and naturally, will identify things like a wetland complex that would be incompatible with higher density development.

**24. Could the subarea plan consider transportation connections to areas outside of the specific subarea? We would like to do comprehensive planning in the area around the station, but could also use assistance in formulating a more generalized plan to connect the subarea to other parts of the city (through future road connections, identification of possible pedestrian/bicycle paths, etc.)**

The intent of the bill was to catalyze residential building capacity. While projects to connect more areas to the BRT stations are a great idea, unless the project will increase residential building capacity, that portion is unlikely to be eligible for funding under this grant. If increased residential capacity results in the need for additional transportation planning, that may be eligible for funding.

**25. Item 1(d) – how is “cluster zoning” and “lot size averaging” defined in an urban definition?**

The intent appears to be to remove or reduce the minimum lot size so that a greater variety of lot sizes and housing types could be constructed on a given parcel within an urban growth area, ultimately increasing capacity.

**26. We recently adopted an ADU ordinance that meets the criteria in HB 1923. There is much work yet to do in implementing that ordinance to encourage and support ADU development in the city. Would that be a category of work that would be eligible for the grant?**

The language of the bill states that jurisdictions must “take action” to be eligible for the funding. If the ordinance is already adopted, actions beyond that to directly implement the ordinance, such as creating guidance materials and developing new procedures are likely to be eligible activities, however, marketing materials would not likely be an eligible expense. In order to receive funding, implementation activities would need to be clearly outlined in the proposed work program.

**27. For option 1.i., would a hybrid form/use based code qualify for funding?**

Most form-based codes have some limits on use. A hybrid form-based code that sets some limits on use would very likely qualify for funding under the grant.