

Councilmembers

Position No.

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



Orting City Council Regular Business Meeting Agenda

Virtual, Meeting
104 Bridge Street South
Orting, WA, 98360
February 24th, 2021, 7:00pm

Mayor Joshua Penner, Chair

1. CALL MEETING TO ORDER, PLEDGE OF ALLEGIANCE, AND ROLL CALL. REQUEST FOR ADDITIONS OR CORRECTIONS TO THE AGENDA.

***The City is utilizing remote attendance for Councilmembers and City employees. Please note: OPMA rules regarding provision for the public in a space have been suspended by proclamation of the Governor. The meeting is however, available for the public. To join the meeting on a computer or mobile phone: <https://bluejeans.com/627802854?src=calendarLink&flow=joinmeeting> Phone Dial-in-+1.408.419.1715 or +1.408.915.6290 - Meeting ID: 627 802 854**

2. PUBLIC COMMENTS: Public Comments may be sent to the City Clerk at: jmontgomery@cityoforting.org by 3pm on February 24th, 2021, and will be read in to the record at the meeting. In the case of a question, the chair will refer the matter to the appropriate administrative staff member or committee.

Request For Any Consent Agenda Items To Be Pulled For Discussion?

3. CONSENT AGENDA

- A. Regular Meeting Minutes Of February 10th, 2021.
- B. Payroll And Claims Warrants
- C. **AB21-05-** Authorizing The Mayor To Sign The Contract Amendment With South Correctional Entity-Inmate Housing (SCORE), 2021 Contract Amendment As Presented.
- D. **AB21-22-** Authorizing The Mayor To Sign Contracts For The Purchase Of Two Public Works Vehicles, And Two Police Vehicles, And The Vehicles' Upfitting For An Amount Not To Exceed \$171,137.65.
- E. **AB21-21-** Authorizing The Mayor To Enter In To The Interlocal Cooperation Agreement For Multijurisdictional Tactical Response Team As Prepared.

Motion: Move To Approve Consent Agenda As Prepared OR Motion: To Approve Consent Agenda With The Exception Of Agenda Item(S) #_____.

4. OLD BUSINESS

- A. **AB21-23-** Resolution No. 2021-03, A Resolution Of The City Of Orting, Washington, Authorizing The Dedication Of City Hall Room 116 As The Mark Bethune Commemorative Conference Room.
✚ **Scott Larson**

Motion: To Approve Resolution No. 2021-03 Authorizing The Dedication Of City Hall Room 116 As The Mark Bethune Commemorative Conference Room.

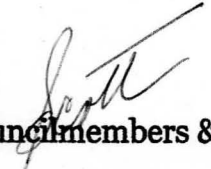
5. EXECUTIVE SESSION

6. ADJOURNMENT- **Motion: Move to Adjourn.**

PUBLIC COMMENTS



October 26, 2020


Greeting Mayor Penner, Councilmembers & Staff,

This letter comes your way as sort of a year-end letter of accomplishments by the members of the Orting Historical Society. What a year it has been. The lockdown couldn't have been more challenging for all of us.

In August, we approved the modification to our 2014 brochure to give you an idea of all the feats performed by the Orting Historical Society over the years since 2004. A copy of our 2020 brochure is enclosed for you to survey most of our past actions.


Then, on October 19th, after several months of planning, the donor's names for the restoration of the sawdust burner in 2008 were documented. A sign was created to reflect their names and then located underneath the mural. The attachment work was accomplished with the help of Public Works Director Greg Reed, Supervisor Mark Barfield, Matt Bingham and Isaac Lolohea. A picture and expense list is enclosed.

So, what are our future plans? Well, first, we have decided to discontinue our bi-yearly calendar. This thought didn't come easy because it is so popular with the locals. What the society is going to do is add another chapter to "The History of the Town of Orting * 1854 - 1981" which was written by the late Alice Rushton. Our new book will be "The History of the City of Orting * 1982 - 2020". While the title of this book is still unofficial, that is the direction we are committed for this addition.

The Orting Historical Society is a 501 (c) (3) tax exempt entity and is receptive of any financial donation that comes our way. If you are so inclined to donate, we'd be most appreciative as every cent we receive goes back into the community as a way of preserving our history. Our mailing address is: P.O. Box 970, Orting, WA. 98360-0970

Thank you for all your support over the years.

Sincerely,


Guy S. (Sam) Colorossi
Secretary/Treasurer

Attachments: 2020 brochure; Picture of mural with the donor sign; Expense of mural sign



CONSENT AGENDA

COUNCILMEMBERS

Position No.

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



ORTING CITY COUNCIL Regular Business Meeting Minutes

Virtual Meeting,
104 Bridge St. S., Orting, WA
February 10th, 2021, 7p.m.

MAYOR JOSHUA PENNER, CHAIR

1. CALL MEETING TO ORDER, PLEDGE OF ALLEGIANCE, AND ROLL CALL. REQUESTS FOR MODIFICATIONS/ADDITIONS TO THE AGENDA.

Mayor Penner called the meeting to order at 7:00pm, Councilmember Williams led the pledge of allegiance and roll call was taken.

Councilmembers Present: Deputy Mayor Greg Hogan, Councilmembers John Kelly, Tod Gunther, John Williams, Scott Drennen, Tony Belot, and Gregg Bradshaw.

Staff Present: Scott Larson, City Administrator, Jane Montgomery, City Clerk, Gretchen Russo, Finance Director, Charlotte Archer, City Attorney, JC Hungerford, Engineer, Chris Gard, Chief of Police, Greg Reed Public Works Director.

Mayor Penner read the following announcement:

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2. PUBLIC COMMENTS

No Public comments were made.

3. SWEARING IN CEREMONY OF POLICE OFFICER- Connor Powers-Hubbard

Mayor Penner introduced Connor Powers-Hubbard. The Mayor spoke of Orting's rich tradition of longevity within the Orting Police Department. He stated that Chief Gard began his career in Orting as a reserve officer. Connor introduced himself to the Council. Officer Powers-Hubbard was sworn in. Chief Gard stated that he met Connor years prior at Sumner High School where Connor was the swim team coach for Chief Gard's daughter. He had been very impressed with Connor as a coach. The Chief also relayed that Connors mother is a retired Chief of Police.

4. CONSENT AGENDA

- Study Session Minutes of January 20th, 2021.
- Regular Meeting Minutes of January 27th, 2021.
- Payroll and Claims Warrants

Deputy Mayor Hogan made a motion to approve Consent Agenda as prepared. Second by Councilmember Kelly. Motion passed (7-0)

5. NEW BUSINESS

A. AB21-15- Park Board Appointment

Mayor Penner introduced Trudee Barfield. He stated Trudee truly cares about the Orting Community, and she is invested in the Community. The Mayor stated the fundamental goal of Parks is to provide an open setting and access for everyone to recreate regardless of their age, who they are, or their abilities.

Councilmember Gunther Made A Motion: To Confirm The Mayor's Appointment Of Trudee Barfield To The Position Of Parks Board Member. Second By Councilmember Kelly. Motion Passed (7-0).

B. AB21-16-Open Public Meeting Act Training- (OPMA)

Charlotte Archer, City Attorney presented a power point presentation refresher training on the Open Public Meetings Act, Government Trainings Act, and the Public Records Act. Councilmembers were encouraged to ask any questions that they had.

C. AB21-17- Council Committee Selection For The Year 2021.

Mayor Penner stated that Council Rules state that the Council is to appoint councilmembers to committee's no later than the first regular meeting in February. The process states that a committee bring forward a recommendation. The committee is composed of the Deputy Mayor, one Councilmember, and the Mayor who bring their recommendation forward for Council Committee Chairs and Vice-Chairs. This year the Committee consisted of Mayor Penner, Deputy Mayor Hogan and Councilmember Bradshaw. The Mayor pointed out that the City previously had eight committees. They combined committees when the study session was instituted which he believes has improved efficiency and promoted agreeable debate. The Mayor said he know that at times it is a challenge to be on the Committee you wish to be on. The Mayor pointed out that even if you are not assigned to a committee any Councilmember may still attend and give input to any other committee. The Mayor stated that they did take in to account the requests they received. The Deputy Mayor stated that he feels a previous Vice Chair has preference to move to Chair on a committee. The Committee recommended the following:

Community and Government Affairs: Chair- John Williams, Vice Chair- John Kelly

Public Works: Chair- Scott Drennen, Vice Chair -Gregg Bradshaw

Public Safety: Chair- Tony Belot, Vice Chair- Tod Gunther.

Council discussion followed and each Councilmember stated their individual preferences for which committee they preferred to be on. Debate ensued. A discussion came up regarding the performance of the CGA Committee which was redirected to a future study session meeting. Deputy Mayor Hogan changed his recommendation to John Kelly to be chair of CGA based on Councilmember Williams statement that this is not a good year for him to be chair of a committee.

Deputy Mayor Hogan Made A Motion To Approve The Following Committee Assignments, Community And Government Affairs – CM Kelly, Chair, And CM Williams, Vice-Chair.

Public Works, - CM Drennen, Chair, And CM Bradshaw, Vice-Chair.

Public Safety – CM Belot, Chair, And CM Gunther, Vice –Chair. Second By Councilmember Belot.

A roll call vote was taken:

***CM Williams- Nay, CM Bradshaw- Yay, DM Hogan- Yay, CM Drennen- Yay, CM Gunther- Nay
Cm Kelly- Yay, CM Belot- Yay. Motion passed (5-2)***

6. EXECUTIVE SESSION

No session was called.

7. ADJOURNMENT

Councilmember Kelly made A Motion To Adjourn. Second by Councilmember Belot. Motion Passed (7-0).

Mayor Penner recessed the meeting at 7:46pm.

ATTEST:

Jane Montgomery, City Clerk, CMC

Joshua Penner, Mayor

VOUCHER/WARRANT REGISTER
FOR FEBRUARY 24, 2021 COUNCIL
CLAIMS/PAYROLL VOUCHER APPROVAL

CITY OF ORTING

WE, THE UNDERSIGNED, DO HEREBY CERTIFY UNDER PENALTY OF PERJURY THAT THE MATERIALS HAVE BEEN FURNISHED, THE SERVICES RENDERED OR THE LABOR PERFORMED AS DESCRIBED HEREIN AND THAT THE CLAIM IS A JUST, DUE AND UNPAID OBLIGATION AGAINST THE CITY OF ORTING, AND THAT WE ARE AUTHORIZED TO AUTHENTICATE AND CERTIFY TO SAID CLAIM.

FEBRUARY 2nd COUNCIL

CLAIMS WARRANTS #49623 THRU #49665
IN THE AMOUNT OF \$ 107,301.01
MASTERCARD EFT \$ 7272.78

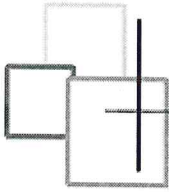
PAYROLL WARRANTS #23752 THRU #23753 = \$ 12,717.47
EFT \$ 115,096.06
IN THE AMOUNT OF \$ 127,813.53
Carry Over \$ 23,173.66

ARE APPROVED FOR PAYMENT ON FEBRUARY 24, 2021

COUNCILPERSON _____

COUNCILPERSON _____

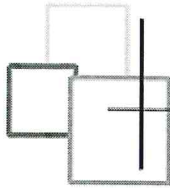
CITY CLERK _____



Fund Transaction Summary

Transaction Type: Invoice
Fiscal: 2021 - February 2021 - 2nd Council-2/24/2021

Fund Number	Description	Amount
001	Current Expense	\$47,133.39
101	City Streets	\$9,521.14
104	Cemetery	\$298.50
105	Parks Department	\$5,621.53
401	Water	\$23,151.43
408	Wastewater	\$18,140.28
410	Stormwater	\$10,707.52
	Count: 7	\$114,573.79

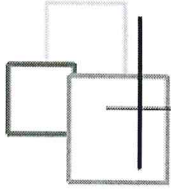


Register

Fiscal: 2021
 Deposit Period: 2021 - February 2021
 Check Period: 2021 - February 2021 - 2nd Council-2/24/2021

Number	Name	Print Date	Clearing Date	Amount
Key Bank	0032707010			
Check				
<u>EFT-MasterCard-Jan 2021</u>	Keybank-MasterCard	2/16/2021	2/12/2021	\$7,272.78
		Total	Check	\$7,272.78
		Total	0032707010	\$7,272.78
Key Bank	2000073			
Check				
<u>49623</u>	Ford Motor Credit Company LLC	2/18/2021		\$4,084.81
<u>49624</u>	Olympic Moving & Storage	2/18/2021		\$512.58
<u>49625</u>	Aktivov LLC	2/24/2021		\$12,624.15
<u>49626</u>	Associated Petroleum Products INC	2/24/2021		\$1,582.76
<u>49627</u>	Big J'S Outdoor Store	2/24/2021		\$1,080.96
<u>49628</u>	BlueTarp Credit Services	2/24/2021		\$593.76
<u>49629</u>	Bonney Lake, City of	2/24/2021		\$99.00
<u>49630</u>	Business Solutions Center	2/24/2021		\$342.66
<u>49631</u>	CenturyLink-Lumen	2/24/2021		\$2,038.22
<u>49632</u>	Core & Main LP	2/24/2021		\$915.10
<u>49633</u>	Cornerstone Electric, Inc	2/24/2021		\$2,438.49
<u>49634</u>	Culligan Seattle WA	2/24/2021		\$26.48
<u>49635</u>	Department of General Adiministration- Financial Office	2/24/2021		\$285.00
<u>49636</u>	Drain-Pro INC	2/24/2021		\$96.57
<u>49637</u>	Enumclaw, City of	2/24/2021		\$75.00
<u>49638</u>	Fastenal Company	2/24/2021		\$121.40
<u>49639</u>	Grainger	2/24/2021		\$6.45
<u>49640</u>	GreatAmerica Financial Svcs	2/24/2021		\$1,130.76
<u>49641</u>	H D Fowler Company	2/24/2021		\$1,170.44
<u>49642</u>	Hach Company	2/24/2021		\$627.52
<u>49643</u>	Inslee, Best, Doezie & Ryder, P.S	2/24/2021		\$10,112.39
<u>49644</u>	Intercom Language Services	2/24/2021		\$260.00
<u>49645</u>	Konica Minolta Business-Usa Inc	2/24/2021		\$166.84
<u>49646</u>	Motorola	2/24/2021		\$3,113.50
<u>49647</u>	Office of State Auditor	2/24/2021		\$11,256.65
<u>49648</u>	Orting Food Bank	2/24/2021		\$3,000.00
<u>49649</u>	Parametrix	2/24/2021		\$22,266.60
<u>49650</u>	PBS Engineering And Environmental INC	2/24/2021		\$1,907.53
<u>49651</u>	Pitney Bowes Purchase Power	2/24/2021		\$996.82
<u>49652</u>	Praxair Distrubution Inc	2/24/2021		\$78.88

Number	Name	Print Date	Clearing Date	Amount
<u>49653</u>	PRO-VAC	2/24/2021		\$2,381.03
<u>49654</u>	Puget Sound Energy	2/24/2021		\$10,101.97
<u>49655</u>	Satellite Industries, Inc Accounts Receivable Dept	2/24/2021		\$2,500.78
<u>49656</u>	Scientific Supply & Equip	2/24/2021		\$247.75
<u>49657</u>	Shope Enterprises, Inc	2/24/2021		\$65.94
<u>49658</u>	Sunnyside, City Of	2/24/2021		\$1,643.00
<u>49659</u>	Tacoma News INC	2/24/2021		\$655.25
<u>49660</u>	UniFirst Corporation	2/24/2021		\$185.07
<u>49661</u>	UniFirst First Aid + Safety	2/24/2021		\$44.76
<u>49662</u>	Utilities Underground Location Center	2/24/2021		\$134.16
<u>49663</u>	Vision Forms LLC	2/24/2021		\$5,206.50
<u>49664</u>	Water Management Lab Inc.	2/24/2021		\$467.00
<u>49665</u>	Wex Bank	2/24/2021		\$656.48
		Total	Check	\$107,301.01
		Total	2000073	\$107,301.01
		Grand Total		\$114,573.79



Custom Council Report

Vendor	Number	Invoice	Account Number	Notes	Amount
Aktivov LLC	49625	ORTING/2021/02	101-542-30-41-16		\$2,524.83
			105-576-80-41-11		\$2,524.82
			401-534-10-41-36		\$2,524.83
			408-535-10-41-38		\$2,524.84
			410-531-38-41-07		\$2,524.83
			Total		
Associated Petroleum Products INC	49626	0294129-IN	101-542-30-32-00	Fuel	\$149.20
			401-534-80-32-00	Fuel	\$596.78
			401-534-80-32-01	Fuel	\$40.86
			408-535-80-32-00	Fuel	\$596.78
			408-535-80-32-01	Fuel	\$9.08
			410-531-38-32-01	Fuel	\$149.20
			410-531-38-32-02	Fuel	\$40.86
Total				\$1,582.76	
Big J'S Outdoor Store	49627	FEB2021-205	104-536-20-31-00	Bingham - Rain Gear	\$36.89
			104-536-20-31-00	Nale - Boots	\$75.00
			104-536-20-31-00	Bingham - Boots	\$75.00
			105-576-80-31-00	Nale - Jeans	\$25.90
			105-576-80-31-00	Bingham - Rain Gear	\$36.88
			105-576-80-31-00	Nale - Boots	\$75.00
			105-576-80-31-00	Bingham - Boots	\$75.00
			401-534-10-31-04	Nale - Jeans	\$25.89
			401-534-10-31-04	Bingham - Rain Gear	\$36.88
			401-534-10-31-04	Nale - Boots	\$75.00
			401-534-10-31-04	Bingham - Boots	\$75.00
			401-534-10-31-04	Boots - Ewing	\$177.06
			410-531-38-31-00	Nale - Jeans	\$25.89
			410-531-38-31-00	Bingham - Rain Gear	\$36.88
			410-531-38-31-00	Nale - Boots	\$75.00
410-531-38-31-00	Bingham - Boots	\$75.00			
410-531-38-31-00	Boots -Spears	\$78.69			
Total				\$1,080.96	
BlueTarp Credit Services	49628	A10199/3	410-531-38-31-00	Cement-Bucket-Utility Knife	\$96.61
		J66017/3	401-534-50-35-00	Water Meter Key-Hammer-Nut Driver-Rake-Tamper-FA1051-FA10741-FA1067-FA1028	\$222.88

Vendor	Number	Invoice	Account Number	Notes	Amount
BlueTarp Credit Services	49628	J66017/3	410-531-38-35-00	Water Meter Key-Hammer-Nut Driver-Rake-Tamper-FA1061-FA1068	\$274.27
				Total	\$593.76
Bonney Lake, City of	49629	reg-007312	001-524-20-49-01	Building Inspections	\$99.00
				Total	\$99.00
Business Solutions Center	49630	109308	001-512-50-31-00	NCR Forms-Court	\$113.67
		109309	001-512-50-31-00	Envelopes-Court	\$158.49
		109458	401-534-10-31-00		\$70.50
				Total	\$342.66
CenturyLink-Lumen	49631	200224899	001-512-50-42-00	City Hall-Internet	\$61.15
			001-514-23-42-00	City Hall-Internet	\$244.59
			001-521-50-42-00	City Hall-Internet	\$193.63
			001-524-20-42-00	City Hall-Internet	\$30.57
			101-542-90-30-01	City Hall-Internet	\$5.09
			105-576-80-31-06	City Hall-Internet	\$5.10
			401-534-10-42-01	City Hall-Internet	\$173.25
			401-534-10-42-01	Public Works-Internet	\$339.71
			408-535-10-42-01	City Hall-Internet	\$295.54
			408-535-10-42-01	Public Works-Internet	\$339.70
			410-531-38-42-01	City Hall-Internet	\$10.19
			410-531-38-42-01	Public Works-Internet	\$339.70
				Total	\$2,038.22
Core & Main LP	49632	N611210	408-535-50-48-02	36" Manhole Hooks	\$49.19
			410-531-38-48-00	36" Manhole Hooks	\$49.18
		N630163	401-534-50-48-02	8" Hymax-Stock Parts	\$816.73
				Total	\$915.10
Cornerstone Electric, Inc	49633	FEB2021-400	408-535-50-48-03	Front Door Light-WWTP	\$504.97
		FEB2021-401	408-535-50-48-03	Soldiers Home Sewer Pump Station Light	\$584.76
		FEB2021-402	105-576-80-48-03	Replace 3 Lights Poles @ Park Poles with LED	\$1,348.76
				Total	\$2,438.49
Culligan Seattle WA	49634	0596283-0599472	001-521-20-31-03	Water for Police	\$26.48
				Total	\$26.48
Department of General Adiministration-Financial Office	49635	201134528	001-521-40-49-00	Field Officer Training-Taylor-Deffit	\$190.00

Vendor	Number	Invoice	Account Number	Notes	Amount
Department of General Adiministration-Financial Office	49635	201134816	001-521-40-49-00	Field Officer Training-Hattaway	\$95.00
				Total	\$285.00
Drain-Pro INC	49636	77569	408-535-60-48-04	Honey Bucket Service-Cemetery	\$96.57
				Total	\$96.57
Enumclaw, City of	49637	06042-JAN2021	001-523-60-41-00	Jail Fees-January 2021	\$75.00
				Total	\$75.00
Fastenal Company	49638	WASUM72187	401-534-50-48-02	Rapid Tap-Clamp Kit	\$121.40
				Total	\$121.40
Ford Motor Credit Company LLC	49623	1764357-Lease Payment #28-3-2018 Ford Interceptor-8487901	001-591-21-70-03	Lease Payment #23 - 3-2018 Ford Interceptor-P 8487901	\$2,549.49
			001-592-21-80-02	Lease Payment # - 3-2018 Ford Interceptor-I 8487901	\$431.54
		1764510-Lease Payment #28 - 2018 Ford F-150- 8487902	001-591-21-70-03	Lease Payment #28 - 2018 Ford F-150- 8487902	\$931.16
			001-592-21-80-02	Lease Payment #28 - 2018 Ford F-150- 8487902	\$172.62
				Total	\$4,084.81
Grainger	49639	9782223789	408-535-50-48-02	6" Rods	\$6.45
				Total	\$6.45
GreatAmerica Financial Svcs	49640	28756189	001-594-12-41-02	Phone Lease	\$79.15
			001-594-14-41-03	Phone Lease	\$135.69
			001-594-21-41-03	Phone Lease	\$339.23
			001-594-24-41-02	Phone Lease	\$33.92
			001-594-76-41-02	Phone Lease	\$33.92
			101-594-42-41-02	Phone Lease	\$33.93
			105-594-76-41-03	Phone Lease	\$45.23
			401-594-34-42-03	Phone Lease	\$135.69
			408-594-35-64-55	Phone Lease	\$158.31
			410-594-31-41-42	Phone Lease	\$135.69
				Total	\$1,130.76
H D Fowler Company	49641	15685569	408-535-50-48-02	Check Valve-Rebuild Kit	\$1,170.44
				Total	\$1,170.44
Hach Company	49642	12291753	408-535-10-31-03	Portable Meter Calibration	\$454.14

Vendor	Number	Invoice	Account Number	Notes	Amount
Hach Company	49642	12302249	408-535-10-31-04	Chemical Purchases	\$173.38
				Total	\$627.52
Inslee, Best, Doezie & Ryder, P.S	49643	265238-265239	001-515-41-41-01	City Attorney Retainer	\$2,225.00
			001-515-41-41-02	City Attorney-Services	\$1,934.24
			001-515-41-41-02	City Attorney-Public Records Request	\$2,130.34
			001-515-41-41-04	City Attorney-Chronic Nuisance	\$1,870.00
			001-515-41-41-05	City Attorney-HR	\$583.31
			001-515-41-41-06	City Attorney-Code Enforcement	\$101.44
			001-515-41-41-07	City Attorney-Development	\$1,191.98
			101-542-30-41-05	City Attorney-Street Legal	\$76.08
				Total	\$10,112.39
Intercom Language Services	49644	21-013	001-512-50-49-05	Interpreter Services-XZ0877080-1-5-2021 & 1-19-2021	\$260.00
				Total	\$260.00
Keybank-MasterCard	EFT-MasterCard-Jan 2021	1397-Turner-JAN2021	001-521-20-31-01	Uniform Repair Patches	\$40.00
		1513-Kainoa JAN2021	001-512-50-31-00	Stanchion-Refund	(\$76.46)
			001-512-50-31-00	Toner	\$43.40
			001-512-50-31-00	Sanitizer Spray	\$47.78
			001-512-50-31-00	Sneeze Guards-Stantion	\$251.34
		1668-Finance-JAM2021	001-514-23-31-02	Lock for File Cabinet	\$16.07
			001-514-23-31-02	Forms-1099	\$33.53
			001-514-23-31-02	Office Supplies	\$73.85
			001-521-20-31-02	Forms-1099	\$33.53
			401-534-10-31-00	Forms-1099	\$33.52
			408-535-10-31-00	Forms-1099	\$33.53
			410-531-38-31-00	Forms-1099	\$33.52
		1731-Reed-JAN2021	401-534-10-31-00	Breakfast for Water Leak-SR162	\$34.21
		1920-Gabreluk-JAN2021	001-521-21-31-01	Shipping Of Evidence	\$10.80
			001-521-50-42-01	Wireless Services-PD	\$120.12
			001-521-50-48-02	Car Wash	\$15.00
			001-521-50-48-04	Items to Repair Lasershot & Door Access	\$135.51
		2915-Gard-JAN2021	001-521-20-31-01	SWAT Gear for Boone-Pouch & Helmet Cover	\$84.80
			001-521-20-31-01	Safariland Duty Holster	\$173.83
			001-521-20-31-01	Battle Belt with Padding	\$185.20

Vendor	Number	Invoice	Account Number	Notes	Amount
Keybank-MasterCard	EFT-MasterCard-Jan 2021	2915-Gard-JAN2021	001-521-20-31-01	Boots for Gard	\$267.79
			001-521-20-31-01	Helmet-Tactical Response Team-Boone	\$493.00
			001-521-20-31-01	Jacket-Tactical Response Team-Boone	\$500.00
			001-521-20-31-03	Amazon Prime	\$14.20
			001-521-50-49-01	2021 Yearly Membership IACP	\$190.00
		5423-Public Works-JAN2021	104-536-20-31-00	Office Supplies-Laminator & Pouches	\$34.11
			105-576-80-31-00	Office Supplies-Laminator & Pouches	\$34.11
			401-534-10-31-00	Sharpies	\$8.74
			401-534-10-31-00	Supplies	\$16.33
			401-534-10-31-00	Copy Paper-Post It Notes	\$29.87
			401-534-10-31-00	Batteries	\$33.18
			401-534-10-31-00	Logitech Webcam	\$64.12
			401-534-10-31-00	Office Supplies-Laminator & Pouches	\$90.98
			401-534-50-35-00	TCW-Custom Squeeze Off Clamp-Standard Water Sleeve	\$928.81
			401-534-50-48-02	LED Worklight With Tripod	\$119.03
			408-535-10-31-00	Sharpies	\$8.74
			408-535-10-31-00	Shipping for Return Items to HACH	\$20.75
			408-535-10-31-00	Copy Paper-Post It Notes	\$29.87
			408-535-10-31-00	Batteries	\$33.16
			408-535-10-31-00	Wall Calendar	\$38.24
			408-535-10-31-00	Logitech Webcam	\$64.12
			408-535-10-31-00	Office Supplies-Laminator & Pouches	\$90.98
			408-535-10-31-00	Back-Ups & Batteries	\$117.43
			408-535-10-31-00	2-V Lead	\$138.36
			408-535-50-48-02	LED Worklight With Tripod	\$119.03
			410-531-38-31-00	Sharpies	\$8.74
			410-531-38-31-00	Copy Paper-Post It Notes	\$29.86
			410-531-38-31-00	Batteries	\$33.16
			410-531-38-31-00	Logitech Webcam	\$64.12
			410-531-38-31-00	Office Supplies-Laminator & Pouches	\$91.00
			410-531-38-48-00	LED Worklight With Tripod	\$119.03
			410-531-38-48-01	Pollak Connector	\$44.15
			410-531-38-48-01	Discharge Hose-Intake Hose-Pump	\$391.90
		8502-Police-JAN2021	001-521-20-31-01	Patch Repair Taylor	\$13.00

Vendor	Number	Invoice	Account Number	Notes	Amount			
Keybank-MasterCard	EFT-MasterCard-Jan 2021	8502-Police-JAN2021	001-521-20-31-01	Patch Sewing Officer Rose	\$13.50			
			001-521-20-31-01	Nitrile Gloves for Officer Rose	\$32.78			
			001-521-20-31-01	SWAT Clothing for Boone	\$106.91			
			001-521-20-31-01	Holster Locking System	\$112.57			
			001-521-20-31-01	Uniform Items Tactical Reponse Team-Boone	\$231.40			
			001-521-20-31-01	Boots	\$238.27			
			001-521-20-31-01	Uniform Items Tactical Reponse Team-Boone	\$251.50			
			001-521-20-31-03	Office Supplies	\$96.78			
			001-521-20-31-03	Fraud on Account-Credit on March Statement	\$129.11			
			001-521-20-31-03	Standing Desk Converter	\$129.99			
			001-521-21-31-01	Shipping Cost for Evidence	\$10.17			
			001-521-21-31-01	Office Supplies	\$264.20			
			001-521-50-48-02	Car Wash	\$18.00			
			001-521-50-48-04	Shipping for Police Equipment Repair	\$18.44			
			9853-Larson-JAN2021	001-514-23-31-02	Adobe Reader	\$16.17		
							Total	\$7,272.78
			Konica Minolta Business-Usa Inc	49645	271073956	001-521-10-40-06	Copier Lease PD	\$166.84
			Motorola	49646	8230284232-8281097051	001-521-21-31-01	Yearly Crimereports-Subscription	\$3,113.50
						Total	\$3,113.50	
Office of State Auditor	49647	L140644	001-512-50-41-03	Accountability Audit-2019	\$450.27			
			001-514-23-41-14	Accountability Audit-2019	\$1,238.23			
			001-521-10-40-08	Accountability Audit-2019	\$1,350.80			
			001-524-20-41-06	Accountability Audit-2019	\$787.97			
			001-575-21-40-00	Accountability Audit-2019	\$675.40			
			101-542-30-41-02	Accountability Audit-2019	\$1,238.23			
			105-576-90-40-00	Accountability Audit-2019	\$675.40			
			401-534-10-41-02	Accountability Audit-2019	\$1,801.06			
			408-535-10-41-02	Accountability Audit-2019	\$2,138.76			
			410-531-10-41-01	Accountability Audit-2019	\$900.53			
							Total	\$11,256.65

Vendor	Number	Invoice	Account Number	Notes	Amount
Olympic Moving & Storage	49624	114193	401-534-10-31-00	Moving of PW	\$170.86
			408-535-10-31-00	Moving of PW	\$170.86
			410-531-38-31-00	Moving of PW	\$170.86
			Total		\$512.58
Orting Food Bank	49648	FEB2021-406	001-571-20-31-13	2021-Food Bank Grant	\$3,000.00
				Total	\$3,000.00
Parametrix	49649	24389	001-558-60-41-01	General Consulting-General	\$387.50
			001-558-60-41-01	General Development	\$8,350.00
			101-542-30-41-01	General Consulting-Streets	\$170.00
			401-534-10-41-01	General Consulting-Water	\$7,551.25
			401-534-10-41-19	General Consulting-Telemetry O&M	\$945.35
			408-535-10-41-01	General Consulting-Sewer	\$680.00
			408-594-35-41-12	WWTP Improvements-Project Management	\$400.00
			408-594-35-41-12	WWTP Improvements-PreDesign	\$417.50
			410-531-39-41-01	Engineering Report	\$2,237.50
			410-594-31-41-30	General Consulting-Storm	\$83.75
			410-594-31-41-30	VG Outfall Replacement-Project Management	\$510.00
			410-594-31-41-30	VG Outfall Replacement-Preliminary Plans	\$23.75
			001-524-10-41-02	Maqestic View Estates-Construction Services	\$255.00
			001-524-10-41-02	Carbon River RV Park-Design Review	\$255.00
			001-524-20-41-02	Belfair Estates-Construction Services	\$255.00
			Total		\$22,266.60
		PBS Engineering And Environmental INC	49650	0041548.002-11	001-514-23-31-02
101-542-30-31-00	Remedial Investigation-Groundwater Monitoring				\$38.15
105-576-80-31-00	Remedial Investigation-Groundwater Monitoring				\$38.15

Vendor	Number	Invoice	Account Number	Notes	Amount
PBS Engineering And Environmental INC	49650	0041548.002-11	401-534-10-31-00	Remedial Investigation- Groundwater Monitoring	\$171.68
			408-535-10-41-14	Remedial Investigation- Groundwater Monitoring	\$343.16
			410-531-38-31-00	Remedial Investigation- Groundwater Monitoring	\$171.68
				Total	\$1,907.53
Pitney Bowes Purchase Power	49651	8000-9090-0050-3685- FEB2021	001-512-50-31-01	Monthly Postage	\$389.50
			001-513-10-31-01	Monthly Postage	\$3.30
			001-514-23-31-01	Monthly Postage	\$354.30
			001-521-20-31-07	Monthly Postage	\$2.50
			401-534-10-42-00	Monthly Postage	\$1.50
			401-534-10-42-00	Monthly Postage	\$81.91
			408-535-10-42-00	Monthly Postage	\$81.90
			410-531-38-42-00	Monthly Postage	\$81.91
	Total	\$996.82			
Praxair Distrubution Inc	49652	61461486	408-535-10-31-03	Oxygen	\$78.88
				Total	\$78.88
PRO-VAC	49653	67053328	401-534-50-48-02	Water Leak @ 18711 SR 162 E	\$1,984.50
		97778	401-534-50-48-02	Water Leak @ 22718 177th	\$396.53
				Total	\$2,381.03
Puget Sound Energy	49654	200001247663-FEB2021	408-535-50-47-07	VC Lift Station	\$231.20
		200001247812-FEB2021	101-542-63-47-03	SR162 Signal	\$28.51
		200001248034-FEB2021	401-534-50-47-02	Harman Springs	\$111.71
		200001248190-FEB2021	105-576-80-47-01	North Park	\$11.04
		200001248372-FEB2021	401-534-50-47-08	Well #3	\$424.34
		200001248539-FEB2021	001-525-50-47-01	Lahar Siren	\$11.04
		200001532189-FEB2021	105-576-80-47-02	Main Park	\$389.77
			105-576-80-47-03	Bell Tower	\$167.04
		200002708986-FEB2021	408-535-50-47-05	VG Lift Station	\$341.64
		200003766280-FEB2021	001-518-20-40-03	City Hall-Train ST	\$707.68
		200009717931-FEB2021	401-534-50-47-04	Well #2	\$65.30
		200010396543-FEB2021	105-576-80-47-01	North Park	\$169.33
		200010629349-FEB2021	101-542-63-47-01	City Shop-Calistoga	\$22.98
			104-536-50-47-01	City Shop-Calistoga	\$18.38
			401-534-50-47-01	City Shop-Calistoga	\$22.97
			408-535-50-47-01	City Shop-Calistoga	\$27.57
		200019613294-FEB2021	104-536-50-47-02	Cemetery Shop	\$59.12
		200019646914-FEB2021	101-542-63-47-03	Street Lights	\$46.53
		200021421298-FEB2021	408-535-50-47-06	Rainier Meadows	\$44.92
		200022934653-FEB2021	001-575-50-47-01	MPC	\$884.68
200024404523-FEB2021	408-535-50-47-02	Lift Station 1	\$135.38		
200149941367-FEB2021	408-535-50-47-05	VG Lift Staion	\$180.36		

Vendor	Number	Invoice	Account Number	Notes	Amount	
Puget Sound Energy	49654	220011476581-FEB2021	408-535-50-47-03	High Cedars Lift Station	\$134.35	
		220015220399-FEB2021	101-542-63-47-03	Street Lights	\$75.65	
		220020534461-FEB2021	101-542-63-47-01	City Shop-Rocky Road	\$339.26	
			401-534-50-47-01	City Shop-Rocky Road	\$339.26	
			408-535-50-47-01	City Shop-Rocky Road	\$339.26	
		300000002406-FEB2021	101-542-63-47-03	Street Lights	\$4,772.70	
			Total	\$10,101.97		
Satellite Industries, Inc Accounts Receivable Dept	49655	SAT-IN243158	408-535-10-31-00		\$2,500.78	
				Total	\$2,500.78	
Scientific Supply & Equip	49656	31448025	408-535-10-31-03	Lab Supplies	\$247.75	
				Total	\$247.75	
Shope Enterprises, Inc	49657	10007884	410-531-38-48-00	Grate	\$65.94	
				Total	\$65.94	
Sunnyside, City Of	49658	10742	001-523-60-41-00	Jail Fees-January 2021	\$1,643.00	
				Total	\$1,643.00	
Tacoma News INC	49659	257635-FEB2021	001-511-60-49-03	Publication-ORD 2021-1072	\$124.27	
				001-558-60-31-03	Comp Plan Docket	\$229.83
				001-558-60-31-03	Planning Hearing	\$301.15
				Total	\$655.25	
UniFirst Corporation	49660	330 1714775	408-535-10-31-03	Uniform Item-Protective Services	\$185.07	
				Total	\$185.07	
UniFirst First Aid + Safety	49661	A425459	401-534-10-31-00	Eye Wash-Lens Cleaning Tool	\$22.38	
				410-531-38-31-00	Eye Wash-Lens Cleaning Tool	\$22.38
				Total	\$44.76	
Utilities Underground Location Center	49662	1010197	401-534-60-41-00	Locates-Jan 2021	\$67.08	
				408-535-60-41-00	Locates-Jan 2021	\$67.08
				Total	\$134.16	
Vision Forms LLC	49663	6307	401-534-10-31-00	Utility Bill Processing & Mailing	\$28.99	
				401-534-10-42-00	Utility Bill Processing & Mailing	\$61.01
				408-535-10-31-00	Utility Bill Processing & Mailing	\$28.99

Vendor	Number	Invoice	Account Number	Notes	Amount
Vision Forms LLC	49663	6307	408-535-10-42-00	Utility Bill Processing & Mailing	\$61.01
			410-531-38-31-00	Utility Bill Processing & Mailing	\$28.99
			410-531-38-42-00	Utility Bill Processing & Mailing	\$61.01
		6308	401-534-10-31-00	Utility Bill Processing & Mailing	\$360.63
			401-534-10-42-00	Utility Bill Processing & Mailing	\$436.01
			408-535-10-31-00	Utility Bill Processing & Mailing	\$360.64
			408-535-10-42-00	Utility Bill Processing & Mailing	\$436.02
			410-531-38-31-00	Utility Bill Processing & Mailing	\$360.63
			410-531-38-42-00	Utility Bill Processing & Mailing	\$436.01
		6365	401-534-10-31-00	Utility Bill Processing & Mailing	\$264.36
			401-534-10-42-00	Utility Bill Processing & Mailing	\$461.56
			408-535-10-31-00	Utility Bill Processing & Mailing	\$264.35
			408-535-10-42-00	Utility Bill Processing & Mailing	\$461.55
			410-531-38-31-00	Utility Bill Processing & Mailing	\$264.36
			410-531-38-42-00	Utility Bill Processing & Mailing	\$461.55
		6387	401-534-10-31-00	Utility Bill Processing & Mailing	\$39.76
			401-534-10-42-00	Utility Bill Processing & Mailing	\$83.18
			408-535-10-31-00	Utility Bill Processing & Mailing	\$39.76
			408-535-10-42-00	Utility Bill Processing & Mailing	\$83.18
			410-531-38-31-00	Utility Bill Processing & Mailing	\$39.76
			410-531-38-42-00	Utility Bill Processing & Mailing	\$83.19
				Total	\$5,206.50

Vendor	Number	Invoice	Account Number	Notes	Amount
Water Management 49664 Lab Inc.		191189	401-534-10-41-03	Lab Testing	\$267.00
		191330	401-534-10-41-03	Lab Testing	\$25.00
		191391	401-534-10-41-03	Lab Testing	\$175.00
				Total	\$467.00
Wex Bank	49665	70195986	001-521-20-32-00	Fuel-PD	\$656.48
				Total	\$656.48
				Grand Total	\$114,573.79



**City Of Orting
Council Agenda Summary Sheet**

	Agenda Bill #	Recommending Committee	Study Session Dates	Regular Meeting Dates
Subject: South Correctional Entity-Inmate Housing (SCORE), 2021 Contract Amendment	AB21-05	Public Safety	1.20.21 2.17.21	2.24.21
	Department:	Police		
	Date Submitted:	1.1.21		
	Cost of Item:	\$		
Amount Budgeted:	\$			
Unexpended Balance:	\$			
Bars #:		TBD		
Timeline:		Next Meeting		
Submitted By:		Police		
Fiscal Note: None				
Attachments: Letter from Score and contract				
SUMMARY STATEMENT:				
<p>The Police Department has had a contract with SCORE since 2014. The Department has additional contracts for inmate services with other agencies, but Score has the ability to house individuals with mental health issues. SCORE is used depending on the individual circumstances.</p> <p>The attached is a contract amendment for 2021 services. SCORE has indicated that due to the devastating effects of the pandemic on communities, and city budgets that they will not raise their daily rates or premium medical surcharges for contract year 2022. Bed rates are outlined in Exhibit A.</p> <p>SCORE will be implementing a modest fee of \$35.00 upon booking, but this fee will not be charged in 2021, but is scheduled to go in to effect for contract year 2022.</p> <p>Council reviewed the contract at the 2.17.21 study session and moved it forward to the meeting of 2.24.21</p>				
Consent Agenda				
RECOMMENDED ACTION: MOTION: <i>To Authorize The Mayor To Sign The Contract Amendment With Score As Presented.</i>				



SOUTH CORRECTIONAL ENTITY

Serving the Cities of: Auburn, Burien, Des Moines, Renton, SeaTac, and Tukwila

June 30, 2020

Lieutenant Devon Gabreluk
Orting Police Department
PO Box 490
402 Washington Ave SE
Orting, WA 98361

Sent via Email: DGabreluk@cityoforting.org

Dear Lieutenant Devon Gabreluk:

Thank you for your continued support and partnership during this unprecedented time. On behalf of all South Correctional Entity (SCORE) Employees, we appreciate the work you do for your community while upholding the mission and values that strengthen all of our communities.

Background

SCORE's Vision is "to protect the public, by providing secure and humane housing of inmates within its control and by providing the best corrections services within Washington State". SCORE strives to provide the highest quality of supervision and services and has earned, for a second time, accreditation with the National Commission of Correctional Health Care. In 2016, SCORE was the first jail accredited by the Washington Association of Sheriffs' and Police Chiefs and is seeking reaccreditation this year. Additionally, many of SCORE's Corrections Officers and Captains have been certified by the American Jail Association. SCORE is also compliant with the Prison Rape Elimination Act and the American Disabilities Act.

I am pleased to share with you that since August of 2018, we've applied for and have been awarded more than \$1,000,000.00 in grant monies to support opioid treatment and reentry coordination services. SCORE continues to provide comprehensive Medication Assisted Treatment (MAT) program and these grant monies allow us to serve a greater number of inmates and maintain continuity of care through our community partners.

COVID-19 Response

SCORE was an early adopter of employee and inmate screening and continues to ensure we are engaged in preventative measures such as regular sanitation routines, masks requirements for staff, visitors, and inmate population, and temperature and symptom checks prior to facility entrance. We continue to work with our vendors to provide free inmate visits via video and have increased our video court technology options for contactless court hearings.

2021 Rates and Fees

SCORE has decided to implement a modest fee of \$35.00 upon booking. This fee will not be charged in 2021 but is scheduled to go in to effect for contract year 2022. This fee will appear on your contracts as "waived" for 2021 due to our continued booking restrictions and the economic damage caused by COVID-19 pandemic. We know that this pandemic has had devastating effects on our communities and city budgets so we will not be raising our Daily Rates or Premium Medical Surcharges for contract year 2022. Therefore, this letter will serve as notification of SCORE’s housing contract rates for 2021:

2021 Rates

Daily Housing Rates:

General Population – Guaranteed Beds	\$128.00
General Population – Non-Guaranteed Beds	\$184.00

Daily Rate Surcharges:

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

<u>Booking Fee:</u>	\$35.00	(Waived)
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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 is 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.

To review our response to COVID-19 visit <https://www.scorejail.org/news-releases>.

Please contact me if you have any questions. I can be reached either via email or phone at dschrum@scorejail.org or 206-257-6262.

Sincerely,



Devon Schrum, Executive Director
South Correctional Entity

AMENDMENT TO ORIGINAL AGREEMENT FOR INMATE HOUSING

THIS AMENDMENT TO INTERLOCAL AGREEMENT FOR INMATE HOUSING dated as of _____, **2021** (hereinafter "Amendment to Original 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 _____ (hereinafter the "City" and together with SCORE, the "Parties" or individually a "Party"). This Amendment to Original Agreement is intended to supplement and amend that certain Interlocal Agreement for Inmate Housing between the Parties dated _____, as it may have been previously amended (the "Original Agreement"). The Parties hereto mutually agree as follows:

- 1. EXHIBIT A. FEES AND CHARGES AND SERVICES.** Per section 4 (Compensation) of the Original Agreement is hereby amended to include the following:

Daily Housing Rates

General Population – Guaranteed Beds	\$128.00	No. of Beds: _____
General Population – Non-Guaranteed Beds	\$184.00	

Daily Rate Surcharges:

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

<u>Booking Fee</u>	\$35.00	Waived until Dec. 31, 2021
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Daily Rate Surcharges are in addition to the daily bed rates and subject to bed availability. The Booking Fee will be charged to the jurisdiction responsible for housing the inmate. Fees, charges and services will be annually adjusted each January 1st.

- 2. SECTION 1. DEFINITIONS:**
- a. **Commencement Date.** The bed rates provided for in Section 1 of this Amendment to Original Agreement shall become effective **January 1, 2021**. This Amendment to Original Agreement may be executed in any number of counterparts.
 - b. **Member City** means "Owner City" as set forth in the SCORE Public Development Authority Amended and Restated Interlocal Agreement dated December 11, 2019.
- 3. RATIFICATION AND CONFIRMATION.** All other terms and conditions of the Original Agreement are hereby ratified and confirmed.

IN WITNESS WHEREOF, the Parties have executed this Amendment to Original Agreement as of the date first mentioned above.

SOUTH CORRECTIONAL ENTITY

Contract Agency Name

Signature

Signature

Date

Date

ATTESTED BY:

Signature

NOTICE ADDRESS:

NOTICE ADDRESS:

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

Attention: Executive Director Devon Schrum

Attention:

Email: dschrum@scorejail.org

Email:

Telephone: 206-257-6262

Telephone:

Fax: 206-257-6310

Fax:

DESIGNATED REPRESENTATIVE FOR PURPOSES OF THIS AGREEMENT:

DESIGNATED REPRESENTATIVE FOR PURPOSES OF THIS AGREEMENT:

Name: Devon Schrum

Name:

Title: Executive Director

Title:

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 17th 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

Devon Schrum
Signature

2-3-2020
Date

City of Orting
Contract Agency Name

[Signature]
Signature

1/29/2020
Date

ATTESTED BY: City Clerk

Jane Montgomery
Signature

NOTICE ADDRESS:

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

Attention: Executive Director Devon Schrum
Email: dschrum@scorejail.org
Telephone: 206-257-6262
Fax: 206-257-6310

DESIGNATED REPRESENTATIVE FOR PURPOSES OF THIS AGREEMENT:

Name: Devon Schrum
Title: Executive Director

NOTICE ADDRESS:

City of Orting
PO Box 489
Orting, WA 98360

Attention: Jane Montgomery
City Clerk
Email: jmontgomery@cityoforting.org
Telephone: 360-893-2219 x 133
Fax:

DESIGNATED REPRESENTATIVE FOR PURPOSES OF THIS AGREEMENT:

Name: Joshua Penner
Title: Mayor

Exhibit A

FEES AND CHARGES AND SERVICES

Daily Housing Rates:¹

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

Daily Rate Surcharges:²

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

Health Care Services:³

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 ⁴	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:

¹ Guaranteed Bed Rate

² Surcharges are in addition to daily bed rates and subject to bed availability.

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

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

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.

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.

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.

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.

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

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 detainees. 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**

	Agenda Bill #	Recommending Committee	Study Session Dates	Regular Meeting Dates
Subject: Police/Public Works Vehicle Purchases	AB21-22	Public Safety & Public Works	2.17.21	2.24.21
	Department:	Police and Public Works		
	Date Submitted:	February 3, 2021		
Cost of Item:	<u>\$ 171,137.65</u>			
Amount Budgeted:	<u>\$ 193,000</u>			
Unexpended Balance:	<u>\$ 21,862.35</u>			
Bars #:	Various			
Timeline:	ASAP			
Submitted By:	Scott Larson			
Fiscal Note: These vehicles will be purchased outright.				
Attachments: Police & Public Works Vehicle Order Summaries				
SUMMARY STATEMENT:				
<p>As part of our budget process Council approved the purchase of two police cars and two public works vehicles. The proposed purchase would be completed through the state vehicle contract. Per our purchasing policy no bidding process is required. Vehicles are expected to be delivered some time during the third quarter of 2021.</p> <p>Council reviewed this item on 2.17.21 at a study session and moved it forward.</p>				
To Consent Agenda				
RECOMMENDED ACTION: MOTION: <i>To Authorize The Mayor To Sign Contracts For The Purchase Of Two Public Works Vehicles, And Two Police Vehicles, And The Vehicles' Upfitting For An Amount Not To Exceed \$171,137.65.</i>				

Scott Larson

From: Christopher Gard
Sent: Wednesday, February 3, 2021 9:24 AM
To: Scott Larson
Subject: FW: Vehicle Purchase Request - 2021-1-683 - ORTING, CITY OF - 22710
Attachments: Orting 2021.pdf

Here's the estimate and the SPS quote.

Chris

From: Christopher Gard
Sent: Thursday, January 21, 2021 3:28 PM
To: Orders <orders@colford.com>
Subject: Re: Vehicle Purchase Request - 2021-1-683 - ORTING, CITY OF - 22710

Great, thank you, Kathleen! I hope all
is well.

Chris

Sent from my iPhone

On Jan 21, 2021, at 3:19 PM, Orders <orders@colford.com> wrote:

Hi Chris,

I tried calling but the line is busy – order looks good. I see an email with a PO that I will double check and match up. Thanks!

Kathleen Brennan
Fleet Coordinator
Columbia Ford Lincoln Hyundai
p 360-423-4321 ext. 183
f 360-423-6056

From: NOREPLY@des.wa.gov <NOREPLY@des.wa.gov>
Sent: Thursday, January 21, 2021 1:47 PM
To: orders@colford.com
Cc: cgard@cityoforting.org
Subject: Vehicle Purchase Request - 2021-1-683 - ORTING, CITY OF - 22710

This is **NOT** a purchase order.

You must contact the dealer to discuss the purchase and provide a purchase order number before the vehicle will be ordered.

Contract & Dealer Information

Contract #: 05916 - Motor Vehicles	Dealer Contact: Marie Tellinghiusen
Dealer: Columbia Ford	Dealer Phone: (360) 423-4321 Ext: 187
700 7th Avenue	Dealer Email: orders@colford.com
Longview WA 98632	

Organization Information

Organization: ORTING, CITY OF - 22710	Contact Email: cgard@cityoforting.org
Order Contact: Chris Gard	Organization Reference #: Orting Police Department
Contact Phone: 253-377-4429	Quote #: 2021-1-683
Vehicle Location: ORTING	
Comments:	

Color Options

Agate Black (UM) - 2
Tax Exempt: N

Vehicle Options

Order Code	Option Description	Qty	Unit Price	Ext. Price
2021-0521-001	2021 Ford Police Interceptor AWD Pursuit-Rated Utility/SUV (K8A/500A)	2	\$32,879.00	\$65,758.00
2021-0521-003	INFORMATION ONLY: Columbia Ford CARS Cancellation Fees: NO fee to cancel order if vehicle has not been scheduled for production and is able to be cancelled at factory. \$500 cancellation fee if vehicle has been serialized and is locked in for production by manufacturer. \$750 cancellation fee if vehicle has been delivered to customer and must be picked up by dealer and re-stocked into inventory. Absolutely NO cancellation if customer has licensed/registered vehicle. Upfits/Equipment ordered for vans, trucks, chassis cabs and police/fire vehicles will have a 10-30% re-stocking fee; custom bodies cannot be cancelled.	2	\$0.00	\$0.00
2021-0521-004	INFORMATION ONLY: (#010-099 Ford Factory Options) (#100-149) Ford Factory VSO Vehicle Special Order options, i.e. red/red LEDs) (#200-299 Dealer-Installed Options, including Setina Upfits) (#350-439 Day Wireless Upfits -- Click on Display Upfits at bottom of option list)	2	\$0.00	\$0.00
2021-0521-012	Alternative Hybrid (HEV) Engine System [318 HP (combined system HP), 285 HP (gas engine) @ 6500 RPM, 260 lb.-ft. Torque @ 4000 RPM) (6840# GVWR, 1670 # Payload, 5000# Towing Capacity, 7.4in Ground Clearance) [Includes 3.3L V6 Direct-Injection Hybrid Engine System, Lithium-Ion Battery Pack (does not intrude into the cargo area), police calibrated high-performance regenerative braking system, DC/DC converter 220-Amp (in lieu of alternator), H7 AGM Battery - 800 CCA / 80-Amp, 19-Gallon Fuel Tank, 8-Year/100,000-Mile Hybrid Unique Component Warranty] (Not compatible with 3.0L V6 EcoBoost option) (99W/44B)	2	\$3,518.00	\$7,036.00

2021-0521-015	Front Headlamp Lighting Solution [Includes Pre-wire for Grille LED Lights, Siren and Speaker #60A; LED Low Beam/High Beam Headlamp, Wig-Wag function and Red/Blue/White LED side warning lights (driver side White/Red, passenger side White/Blue); Wiring, LED lights are included; Controller not included] (Included with Ready for the Road Package) (When ordered as a stand-alone option, recommend also ordering Ultimate Wiring Package #67U) (66A)	2	\$892.00	\$1,784.00
2021-0521-017	Tail Lamp/Housing Only (Includes pre-existing holes with standard twist lock sealed capability) (does not include LED strobe) (Not available with Tail Lamp Lighting Solution #66B or Ready for the Road Package #67H) (86T)	2	\$60.00	\$120.00
2021-0521-021	Side Marker LED, Sideview Mirrors (Driver side - Red / Passenger side - Blue) (Located on backside of exterior mirror housing) (LED lights only. Wiring and controller are not included.) (Must also order Pre-wiring for grille lamp, siren and speaker #60A) (63B)	2	\$289.00	\$578.00
2021-0521-030	Noise Suppression Bonds (Ground Straps)(60R)	2	\$100.00	\$200.00
2021-0521-031	Switchable Red/White Lighting in Cargo Area (deletes 3rd row map light) (17T)	2	\$50.00	\$100.00
2021-0521-033	Dark Car Feature (courtesy lamp disable when any door is opened) (Not available with Daytime Running Lights #942) (43D)	2	\$25.00	\$50.00
2021-0521-034	Police Engine Idle Feature (when activated, allows the key to be removed from ignition while vehicle remains idling, which allows driver to leave the engine running and prevents vehicle from unauthorized use when driver is outside of the vehicle) (47A)	2	\$259.00	\$518.00
2021-0521-039	Doors/Locks: Hidden Door Lock Plunger with Rear Door Controls Inoperable - locks, handles and windows (locks/windows operable from drivers door switches) (included with Ready for the Road Package #67H) (52P)	2	\$159.00	\$318.00
2021-0521-043	Reverse Sensing System (76R)	2	\$275.00	\$550.00
2021-0521-045	Police Perimeter Alert - detects motion in an approximately 270-degree radius on sides and back of vehicle (If movement is determined to be a threat, chime will sound at Level 1; Doors will lock and windows will automatically go up at Level 2; Includes visual display in center stack with tracking) (68B)	2	\$673.00	\$1,346.00
2021-0521-046	Pre-Collision Assist with Pedestrian Detection (Includes Forward Collision Warning and Automatic Emergency Braking and unique disable switch for Law Enforcement use) (Not available with Front Interior Visor Lightbar #96W) (76P)	2	\$144.00	\$288.00
2021-0521-048	Remote Keyless Entry with Four (4) FOBS/Transmitters (includes Liftgate Release Button) (Does not include Keyless Entry Door Keypad) (If ordered with Fleet Keyed Alike option, fobs are unique and are not fobbed-alike) (55F)	2	\$339.00	\$678.00
2021-0521-050	Rear Console Plate (wiring conduit from front console plate to rear seat) (Included with Ready for the Road Pkg #67H) (Not available with Interior Upgrade Pkg #65U or Front Console Plate Delete #85D) (85R)	2	\$45.00	\$90.00
2021-0521-052	Spot Lamp, LED Bulb, Driver Only (Whelen) (51T)	2	\$418.00	\$836.00
2021-0521-061	Underbody Deflector Plate (engine and transmission shield) (76D)	2	\$334.00	\$668.00
2021-0521-064	Rear Center Seat Delete (Includes center seat delete tray) (Not available with Interior Upgrade Pkg #65U or Vinyl Rear Seat) (No credit) (85S)	2	\$0.00	\$0.00
2021-0521-072	Class III Trailer Tow Lighting Package (Includes 4-pin and 7-pin connectors and wiring) (Class III Trailer Hitch Receiver w/ 5000# maximum tow capacity is standard equipment) (52T) NOW STANDARD EQUIPMENT	2	\$0.00	\$0.00
2021-0521-073	H8 AGM Battery Upgrade (900 CCA / 92-Amp) (19K)	2	\$109.00	\$218.00
2021-0521-074	OBD-II Split Connector (Allows up to 2 devices to be connected to the vehicle OBD-II port) (61B)	2	\$55.00	\$110.00

Request Totals

	Total Vehicles: 2
	Sub Total: \$81,246.00
	8.400 % Sales Tax: \$6,824.66
	Request Total: \$88,070.66



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Total Control Panel

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To: cgard@cityoforting.org

[Remove](#) this sender from my allow list

From: orders@colford.com

You received this message because the sender is on your allow list.

Scott Larson

From: Greg Reed
Sent: Thursday, January 21, 2021 1:30 PM
To: Scott Larson
Cc: Laura Hinds
Subject: FW: Vehicle Quote - 2021-1-684 - ORTING, CITY OF - 22710

Laura found the correct form, the quote is below and she created and sent in a purchase request.

From: Greg Reed
Sent: Thursday, January 21, 2021 1:26 PM
To: Laura Hinds <LHinds@cityoforting.org>
Subject: FW: Vehicle Quote - 2021-1-684 - ORTING, CITY OF - 22710

From: NOREPLY@des.wa.gov [<mailto:NOREPLY@des.wa.gov>]
Sent: Thursday, January 21, 2021 1:25 PM
To: Greg Reed <GReed@cityoforting.org>
Cc: noreply@des.wa.gov
Subject: Vehicle Quote - 2021-1-684 - ORTING, CITY OF - 22710

Vehicle Quote Number: 2021-1-684 [Create Purchase Request](#) [View organization purchase requests](#)

This is a **quote** only. You must create a purchase request to order this vehicle(s)

Contract & Dealer Information

Contract #: 05916

Dealer: Columbia Ford (W403)
700 7th Avenue
Longview WA 98632

Dealer Contact: Marie Tellinghiusen
Dealer Phone: (360) 423-4321 Ext: 187
Dealer Email: orders@colford.com

Organization Information

Organization: ORTING, CITY OF - 22710
Email: greed@cityoforting.org

Quote Notes:
Vehicle Location: ORTING

Color Options & Qty

Oxford White (Z1) - 2

Tax Exempt: N

Vehicle Options

Order Code	Option Description	Qty	Unit Price	Ext. Price
2021-0821-0001	2021 Ford F250 Pickup, 4WD	2	\$27,079.00	\$54,158.00
2021-0821-0010	2021 Ford F250 Pickup, Regular Cab, 4WD, 142WB, 8ft Box, 6.2L V8 Gas, TorqShift-G 6-speed auto w/SelectShift, 10,000# GVWR, 3830# Payload, 3.73 RAR, LT245/75Rx17E BSW All-Season Tires, 17in argent painted steel wheels/painted hub covers, (F2B/600A/996/44S/142WB/TD8/64A) -- This is the BASE Vehicle, please refer to Vehicle Standard Specifications for complete description.	2	\$0.00	\$0.00
2021-0821-0012	Alternative Cab/Wheelbase: Extended Cab, 164WB, 8ft box, 10000# GVWR, 3490# Payload (X2B/164WB)	2	\$2,417.00	\$4,834.00
2021-0821-0030	240 Amp Alternator (Only available with 6.2L Gas Engine) (67E)	2	\$82.00	\$164.00
2021-0821-0032	Skid Plates (Transfer case and fuel tank) (4x4 Only) (included with FX4 Off-Road Package #17X) (41P)	2	\$96.00	\$192.00
2021-0821-0040	Rearview Camera Upgrade: Rear CHMSL Camera (display in center stack screen) (includes LED Center High-Mounted Stop Lamp with Cargo Light and Rear Video Camera) (Not available with Pickup Box Delete #66D) (873)	2	\$192.00	\$384.00
2021-0821-0047	LED Amber Warning Strobes (includes center high-mounted stop light bar and two (2) hood mounted lights) (91S/59H)	2	\$646.00	\$1,292.00
2021-0821-0059	Exterior backup alarm (factory) (76C)	2	\$135.00	\$270.00
2021-0821-0201	One (1) Extra Key, programmed (will receive 5 total) (Only available with base vehicle. Cannot order Power Equipment Group #90L or XLT Trim Upgrade) (DLR)	2	\$110.00	\$220.00
2021-0821-0207	Trailer Tow Hitch Receiver Option: Sleeve Reducer - 2.5in to 2in (DLR)	2	\$32.00	\$64.00
2021-0821-0213	Fire Extinguisher, 2.5# Dry Chemical ABC Rated w/ Mounting Bracket, uninstalled (DLR)	2	\$40.00	\$80.00

Quote Totals

Total Vehicles:	2
Sub Total:	\$61,658.00
8.4 % Sales Tax:	\$5,179.27
Quote Total:	\$66,837.27

Total Control Panel

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To: greed@cityoforting.org

Message Score: 1

High (60): **Pass**

From: noreply@des.wa.gov

My Spam Blocking Level: High

Medium (75): **Pass**

Low (90): **Pass**

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Systems for Public Safety Inc.

042537

9412 Front St S Bldg B

Lakewood, WA. 98499

Phone: 253-983-1103 Fax: 253-983-1101

Your One Stop Shop for Emergency Vehicle Needs

Estimate for Services

Estimate Date : 1/22/2021

City of Orting

PO Box 489

Orting, WA 98360

Home: 360-893-3111 171 Cellular: 253-261-7385 Drake

2020 Ford - Police Interceptor Utility - 3.3L, V6 (204CI) VIN(W

Lic # : - WA

Odom. In: 0

VIN # :

Part Description / Number	Qty	Sale	Ext	Labor Description	Hours	Extended
Whelen Cenator Light Bar-DUO <i>Cenator</i>	1.00	1,450.00	1,450.00	Install listed equipment, lighting, and customer supplied parts.	55.00	4,950.00
Carbide Siren System with CanPort Module <i>CCSRNT5F</i>	1.00	929.17	929.17	Recycle gun Locks out of old cars.		
Carbide Control Head Rotary Knob <i>CANCTL6</i>	1.00	0.00	0.00			
WHELEN- Vertex - LED - Blue <i>VTX609B</i>	3.00	75.82	227.46			
Vertex Hide-A-Way LED, Red <i>VTX609R</i>	1.00	77.54	77.54			
ION Slim LED DUO Red White <i>I2D</i>	1.00	101.90	101.90			
ION Slim LED DUO Blue White <i>I2E</i>	1.00	101.90	101.90			
ION T-SERIES LINEAR DUO R/W <i>TLI2D</i>	1.00	109.90	109.90			
ION T-SERIES LINEAR DUO B/W <i>TLI2E</i>	1.00	109.90	109.90			
3" Round Compartment Light, Red/White <i>3SRCCDCR</i>	1.00	65.00	65.00			
3" Round Compartment Light, White <i>3SC0CDCR</i>	1.00	60.00	60.00			
Map Light 18" Gooseneck LED Red/White/UV <i>L-5/18-LED-3-UV</i>	1.00	67.87	67.87			
100W Siren Speaker, Whelen <i>SA315P-</i>	1.00	182.81	182.81			
Universal Siren Speaker Bracket <i>SAK1</i>	1.00	24.00	24.00			
#10 VS C RP Coated Poly Partition Tall w/ SCA 2020 <i>PK0419ITU20TM</i>	1.00	755.66	755.66			
Full Hard Seat w/#12 Poly Partition 2020 <i>QK0566ITU20</i>	1.00	1,145.82	1,145.82			
Lighted Push Bumper Front DUO Side DUO <i>BK2019ITU20PB9</i>	1.00	957.98	957.98			
Setina 2020 Ford Int. Utility EZ lift Deck w/tray <i>TK2307ITU20</i>	1.00	976.65	976.65			
Steel Window Barrier <i>WK0514ITU20</i>	1.00	227.10	227.10			
Dual T-Rail Mount (No Locks)	1.00	174.25	174.25			

Systems for Public Safety Inc.

042537

9412 Front St S Bldg B

Lakewood, WA. 98499

Phone: 253-983-1103 Fax: 253-983-1101

Your One Stop Shop for Emergency Vehicle Needs

Estimate for Services

Estimate Date : 1/22/2021

City of Orting

PO Box 489

Orting, WA 98360

Home: 360-893-3111 171 Cellular: 253-261-7385 Drake

2020 Ford - Police Interceptor Utility - 3.3L, V6 (204CI) VIN(W

Lic # : - WA

Odom. In: 0

VIN # :

Part Description / Number	Qty	Sale	Ext	Labor Description	Hours	Extended
<i>GK1028SSCA</i> Universal Gunlock Insert	2.00	8.33	16.66			
<i>SC-6060</i> Angled Ford PIU Console Solution W/Motion	1.00	688.64	688.64			
<i>PKG-SPS-2020A</i> Dome Light, 12 LED Red/White	1.00	81.75	81.75			
<i>ECVDMLTAL00</i> Able 2 Tripple Accesory Outlet	1.00	25.00	25.00			
<i>14_0553</i> Magnetic Mic Conversion Kit, Single Unit	2.00	34.95	69.90			
<i>MMSU1</i> Havis Mic Clip Bracket	2.00	12.25	24.50			
<i>C-MCB</i> SPS INUT Pigtail & Harness w/ Molex 2020-	1.00	613.91	613.91			
<i>2020/2020-1 SPS INUT</i> Firewall Gromment for Wiring Harness	1.00	5.00	5.00			
<i>HBDMHXQ-R45</i> Amphenol RF Mini UHF RG58	1.00	3.72	3.72			
<i>182110</i> Power Distribution Unit	1.00	372.73	372.73			
<i>P5</i> 3/4" Hole NMO HF Mount w/17 Ft RG58	2.00	18.28	36.56			
<i>LARNMOKHFUD</i> Amphenol RF Mini UHF RG58	2.00	3.72	7.44			
<i>182110</i> RJ45 Data Cat5 Cable End	2.00	1.00	2.00			
<i>251893</i> Shipping on Equipment	1.00	100.00	100.00			
<i>Freight</i> Stream light	1.00	0.00	0.00			
<i>CS</i> Sector Printer Housing	1.00	0.00	0.00			
<i>CS</i> Radio- APX6500	2.00	0.00	0.00			
<i>CS</i> Motorola External Speaker	1.00	0.00	0.00			
<i>CS</i> Shop Supplies			25.00			

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Estimate for Services

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City of Orting

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2020 Ford - Police Interceptor Utility - 3.3L, V6 (204CI) VIN(W

Lic # : - WA

Odom. In: 0

VIN # :

Part Description / Number	Qty	Sale	Ext	Labor Description	Hours	Extended

Parts/Supplies: 9,817.72

Labor: 4,950.00

HazMat/Fees: 0.00

Tax: 1,462.00

Total : \$ 16,229.72

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I hereby authorize the above repair work to be done along with the necessary material and hereby grant you and/or your employees permission to operate the vehicle described for testing and/or inspection. Express mechanic's lien is hereby acknowledged on above vehicle to secure the amount of repairs thereto. NOT RESPONSIBLE FOR LOSS OR DAMAGE TO CARS OR ARTICLES LEFT IN CARS IN CASE OF FIRE, THEFT OR ANY OTHER CAUSE.

Estimates are good for 45 days after date printed on estimate

Signature _____ Date _____ Time _____



**City Of Orting
Council Agenda Summary Sheet**

	Agenda Bill #	Recommending Committee	Study Session Dates	Regular Meeting Dates
Subject: Tactical Response Team (TRT) Interlocal Agreement (ILA)	AB21-21	Public Safety 2/5/21	2.17.21	2.24.21
	Department:	Police		
	Date Submitted:	February 3, 2021		
Cost of Item:	<u>\$960 (TRT Budget) \$6,000 (Uniform & Equipment)</u>			
Amount Budgeted:	<u>\$5,000 (TRT) \$15,000 (Uniform & Equipment)</u>			
Unexpended Balance:	<u>None</u>			
Bars #:	001-521-20-31-01, 001-521-23-41-00			
Timeline:	None			
Submitted By:	Chris Gard			
Fiscal Note: The TRT has an annual budget contribution amount per signor to the ILA based on the respective city's population. Orting will be responsible for paying the budgeted amount annually. The budget amount is set by the TRT oversight committee annually in the fall. The City will also be accepting equal liability for any claims brought against the TRT. Any claims would be tendered to our insurance pool.				
Attachments: Memorandum from Chief Gard; TRT ILA				
SUMMARY STATEMENT: The Tactical Response Team ILA would allow the City to gain interdepartmental experience operating on callouts from signors to the ILA. The ILA will also allow the City to call out the Tactical Response Team to respond to more complex policing situations that require specialized training, equipment and response. Please see the attached memorandum for more detail related to the TRT. Council reviewed this item in open study session on 2.17.21 and via Executive Session, and moved this forward.				
Consent Agenda				
RECOMMENDED ACTION: MOTION: <i>To Authorize The Mayor To Enter In To The Interlocal Cooperation Agreement For Multijurisdictional Tactical Response Team As Prepared.</i>				



Memo

To: City Council

From: Christopher Gard, Chief of Police

cc: Mayor Penner; Scott Larson, City Administrator

Date: February 3, 2021

Re: Tactical Response Team ILA

I am recommending that the City of Orting enter into an Interlocal Agreement (ILA) with the cities of Puyallup, Sumner, Bonney Lake, Milton and Fife for the purposes of re-joining the Cooperative Cities Tactical Response Team (TRT), or more commonly referred to as SWAT. This team, which I was member of for years earlier on in my career, provides irreplaceable benefits for our contributing officer(s), as well as for the Orting Police Department as a unified law enforcement organization.

The Cooperative Cities TRT is comprised of highly trained and skilled law enforcement professionals who are certified to provide mission critical functions that exceed the capabilities and expectations of day-to-day police officers. Our Cooperative Cities TRT meets specific, industry standard protocols as established by the National Tactical Officers Association (NTOA). TRT upholds strict protocols in policies, planning, training, mission readiness, and oversight. I am a member of the TRT Oversight Board.

As the Chief of Police, one of my strategic goals is to provide career development pathways for our officers so they can effectively rise to the evolving needs of the Orting community. Re-joining the Cooperative Cities Group will add value to each of the officers as they continue to grow in their respective roles while helping to maintain officer retention.

Participating as a member of the teams provided me with immense training and experience for our officers, all of which translated back to my day-to-day duties as a patrol officer, investigator and Sergeant with OPD. The lessons I learned and the confidence I gained helped me make better and quicker decisions when I patrolled the streets here in town. I have no doubt that the effectiveness of my policing benefitted from the experience I gained as a result of the training and experience that I received as a member of the Cooperative Cities specialized units. As the Orting Police Department forges new and exciting paths into the future, I can attest what a profound impact these teams will have on our team, and to our individual officers.

Through the challenges that face law enforcement throughout the country, we are finding that interdepartmental mutual aid is becoming more prominent in our day to day policing activities. Our officers, as well as officers from other jurisdictions are becoming more dependent on one another as the calls for service become increasingly complex. Networking and getting to know the officers from other jurisdictions is important, but when it comes to resolving critical calls, understanding the capabilities and limitations of our external partners is even more important. TRT provides a platform for our officers to train together, work together, and to handle difficult calls with each other with extraordinary confidence. Because TRT is made up of agencies that are geographically close to the City of Orting, we will all enjoy an increased amount of confidence in one another, especially during critical events.

There is a financial obligation that the City of Orting would be accountable for by joining the Cooperative Cities Group. For TRT. There is an initial start-up cost, which includes the cost of SWAT-related equipment. Costs for training and call-outs would be incurred by the City, as would for every other participating city.

With one OPD assigned to TRT, local training is scheduled to occur 16 hours per month, which is industry standard for a part-time, multijurisdictional tactical response team. In addition to the 16 training hours per month, the team will schedule a week-long (40-hours) training event once a year.

An added benefit to this training is that the assigned officer will be able to bring back the training to our department so each of our officers can learn the latest practices used during time-compressed, rapidly evolving critical encounters. This helped me and my subordinates when I was a member of SWAT, and I have no doubt it will help our officers as they continue to develop.

The City has had one aborted callout over the past five years that a TRT team would have been used on. Though the past is not prologue to the future; the main benefit of the TRT to Orting based on our experience is the additional training opportunities and experience operating in and with other jurisdictions. Additionally, providing opportunities for staff to participate on the team also help with staff retention and morale. Today, if Orting were to need specialized police services by a Tactical Response Team, we would contact the Pierce County Sheriff's Department for SWAT services which we would be billed for.

INTERLOCAL COOPERATION AGREEMENT FOR MULTIJURISDICTIONAL TACTICAL RESPONSE TEAM

WHEREAS, incidents of a serious criminal or emergent nature often require officers with specialty training and equipment in excess of what an individual law enforcement agency can reasonably provide on its own; and

WHEREAS, these incidents can often be effectively resolved via the cooperation and collective effort of multiple jurisdictions;

NOW, THEREFORE, THIS AGREEMENT is made under the Interlocal Cooperation Act (Chapter 39.34 RCW) and the Mutual Aid Peace Officers Powers Act (chapter 10.93 RCW) between the Cities of Bonney Lake, Fife, Milton, Orting, Puyallup, and Sumner (the "Signatory Agencies"). Through this agreement, the Signatory Agencies agree to provide mutual aid and support for a multijurisdictional Tactical Response Team ("TRT") as provided herein.

Section 1. Definitions

For the purposes of this Agreement and all exhibits attached hereto the following terms, phrases, words and their derivations shall have the meanings given herein. Words not defined shall be given their common and ordinary meaning. The word "shall" is always mandatory and not merely directory.

- A. **Call Out** means any use or mobilization of The Tactical Response Team following the request of the Chief Law Enforcement Officer of any Signatory Agency pursuant to the terms of this Agreement.
- B. **Chief Law Enforcement Officer** means the director of public safety or police chief.
- C. **Host Agency** means the Signatory Agency designated to maintain a single TRT operational budget.
- D. **Incident Commander** means the representative appointed by the agency with primary geographic/territorial jurisdiction to serve as the overall commander of the TRT during the callout.
- E. **Oversight Committee ("OC")** means the Executive Board composed of the Chief Law Enforcement Officer (or his/her designee) from each of the Signatory Agencies.
- F. **Primary Geographic or Territorial Jurisdiction** means the territorial boundaries of the city, town, or other public agency or unit of local government in which a law enforcement agency is authorized to act. Such jurisdiction includes the definition contained in RCW 10.93.020, as now enacted or here after amended.

- G. **Primarily Responsible Agency** means the law enforcement agency within whose local geographic or territorial jurisdiction a call out occurs, if it occurs within a Signatory Agency jurisdiction. If the call out takes place outside the geographic or territorial jurisdiction of a Signatory Agency, then the term shall mean the Signatory Agency who requested the call out.
- H. **Requesting Agency** means a law enforcement agency that has requested assistance from the TRT.
- I. **Signatory Agency** means a city or town that is a signing party to this Interlocal Agreement.
- J. **Team Commander** means the individual responsible for directing the tactics and deployment of the TRT during callouts.
- K. **Tactical Response Team (“TRT”)** means a team of individual law enforcement officers, drawn from the Signatory Agencies, qualified by training and expertise to perform the tasks of a “Tactical Response Team” as defined in the Tactical Response and Operations Standard for Law Enforcement Agencies, published by the National Tactical Officer’s Association. TRT also includes a negotiator team composed of individual law enforcement officers, also drawn from the Signatory Agencies, qualified by training and expertise to perform the tasks of Negotiator.

Section 2. Objective

The primary objective of the Tactical Response Team is to respond effectively and appropriately to emergencies, major incidents and/or major law enforcement operations that create, or have the potential to create, significant and higher safety risk for public safety personnel and the public.

Section 3. Governance of the Tactical Response Team

- A. **Executive Board - Oversight Committee:** The management and affairs of the Tactical Response Team operating under this Agreement shall be governed by an Executive Board, known as the Oversight Committee (“OC”). The OC is composed of one representative member, consisting of the Chief Law Enforcement Officer or his/her designee, from each Signatory Agency.
- B. **Chair of the OC:** The OC shall elect a Chair by majority vote at its first meeting. The Chair shall serve a 2-year term, after which the OC will hold another vote to elect a Chair for the next 2-year term. There is no limit to the number of terms an individual may serve as Chair. The Chair shall be responsible for leading discussion, preparing an agenda, and generally overseeing the operation of the OC, but has no additional voting authority as a result of his/her role as Chair.

- C. **Normal Voting:** Each member of the Oversight Committee shall have one vote for all committee decisions on which a vote is required or taken. Except in emergency circumstances as outlined below, voting shall only be allowed in-person, at a properly-scheduled OC meeting. No absentee, proxy, electronic, or telephonic voting shall be allowed. All decisions, except those related to the TRT Policy and Procedures Manual, shall be made by simple majority vote of OC members appearing at the meeting during which the vote is taken. All decisions regarding changes to the TRT Policy and Procedures Manual will require a unanimous vote from all OC members.
- D. **Emergency Voting:** If the Chair determines a vote is required on an emergency matter, and that the vote must take place sooner than a meeting can reasonably be scheduled, the Chair may call for a vote via email. In such a circumstance, the Chair must send an email with each member of the OC copied. The email shall (1) describe the background and nature of the issue, (2) describe the reasoning for calling an electronic vote, and (3) clearly state the motion presented for a vote. Each OC member shall have 24 hours to respond to the email and indicate their vote on the matter. A member's vote should clearly and unequivocally state whether it is in favor or against the motion. The motion shall only pass if, at the end of the 24-hour period, a majority of the OC members have voted in favor.
- E. **Quorum:** No vote shall take place at any meeting unless a majority of the Oversight Committee is present.
- F. **OC Adopts Policies/Procedures:** The OC may, at its discretion, adopt policies, procedures and regulations applicable to the TRT's operations and structure, consistent with best practices. In addition, the OC may adopt standards for qualification and selection to the Team, and subsequent training required for continued participation on the Team.
1. Any policies and procedures adopted by the OC must be signed by each OC member and the Chief Law Enforcement Officer of each Signatory Agency if someone other than the Chief Law Enforcement Officer is that agency's representative on the OC.
 2. Following the adoption, modification, or removal of any policy or procedure, the OC shall forward notice of the change to each Signatory Agency, along with an updated copy of the applicable policy/procedure/regulation, if applicable.
- G. **Meetings and Attendance:** At minimum, the OC shall meet once a quarter. Each meeting shall be scheduled at least 30 days in advance, except in extenuating circumstances. Scheduling shall be coordinated by the Chair of the OC, who shall make every effort to ensure the meetings occur at times convenient for all members. Each member shall make all reasonable efforts to attend regularly-scheduled OC meetings in person. As indicated in section 3.C, no absentee, proxy, electronic, or telephonic voting shall be allowed except as outlined in section 3.D above.

Section 4. Operation of the Tactical Response Team

- A. Governing Policies and Procedures:** During a callout, members of the TRT will be governed by, and act in accordance with, the TRT policies and procedures approved by the OC. To the extent the policies/procedures/regulations of the TRT conflict with those of the individual jurisdictions, the TRT versions will apply to all TRT activities.
- B. Team Structure:** The goal of the TRT is to have an initial sixteen (16) operators and two (2) Team Commanders.
1. **Tactical Personnel:** The TRT shall be comprised of the following number of members from the Signatory Agencies. It is understood and intended the number and distribution of personnel may be adjusted at a later time by a vote of the Oversight Committee.
 - Puyallup: 8 team members plus 2 team commanders
 - Bonney Lake: 2 team members
 - Fife: 2 team members
 - Sumner: 2 team members
 - Milton: 1 team member
 - Orting: 1 team member
 2. **Negotiators:** The TRT shall include a negotiator element. The composition and structure of the negotiator element shall be left to the discretion of the OC.
 3. **Vacant Positions:** When subsequent attrition occurs in the TRT, vacancies shall be filled based on criteria and processes approved by the OC.
 4. **Team Commander – Selection and Term:** The OC shall select two (2) Team Commanders by majority vote. Each individual selected as Team Commander shall agree to serve in the position for at least three (3) years. Following the expiration of the 3-year term, the OC may determine to extend the term of one or both Team Commanders for a longer period of time. The OC may extend the term of one or both Team Commander/s for a fixed period of time, or may allow one or both Team Commander/s to continue in the role/s indefinitely.

The OC may, by majority vote, replace one or both Team Commanders for any reason.

The OC shall determine the qualifications for the position of Team Commander, and the method by which team members may be nominated and/or considered for each position.

- C. **Incident Commander – Role and Authority:** For every TRT activation/callout, an Incident Commander shall be appointed by the Primarily Responsible Agency. The Chief Law Enforcement Officer of the Primarily Responsible Agency shall notify the Team Commander of the individual being appointed as Incident Commander for that activation/callout.

The Incident Commander holds final authority for all aspects of a TRT activation/callout, including developing incident objectives, managing all incident operations, application of resources, and responsibility for all persons involved in the incident.

- D. **Team Commander – Role and Authority:** The Team Commander reports to, and is under the direct command of, the Incident Commander at any TRT activation/callout. The Team Commander shall be responsible for the tactical application of TRT personnel and resources to accomplish the objectives established by the Incident Commander.

- E. **Primary/Secondary Team Commander Selection and Authority:** For each TRT activation/callout, one of the Team Commanders shall be identified as the primary Team Commander. The primary Team Commander shall have the authority of the Team Commander for that activation/callout. The Team Commander not identified as the primary will provide advice and support to the primary Team Commander.

The OC shall adopt a method or process by which the primary Team Commander is selected for each activation/callout, and shall notify the Team Commanders of that method or process. The Team Commanders shall abide by the method or process established by the OC, unless and until the OC approves an alternative method or process.

Section 5. Activations/Call Outs

- A. **Request For Assistance:** In the event that the Chief Law Enforcement officer of a Signatory Agency (or his/her designee in times of his/her absence) determines the Signatory Agency has a need for the services of the TRT, he/she shall contact one of the Team Commanders and make the request for assistance. He/she shall provide any relevant information requested by the Team Commander/s.
- B. **Acceptance/Denial – Response – Withdrawal:** The Team Commander(s) shall determine whether the request for assistance is within the scope of the capabilities of the TRT based on criteria outlined in the NTOA Manual. The Team Commander(s) shall have the authority to deny the request for assistance. If the Team Commander(s) determine the TRT will respond to the request, the Team Commander(s) shall determine the number and type of TRT personnel, equipment, and other resources needed. The Team Commander(s) shall have the authority to withdraw the TRT from any incident at any time he/she determine/s the incident no longer fits within the scope of the TRT.

- C. **Emergency Withdrawal of Single Agency From Activation/Callout:** The Chief Law Enforcement officer of a Signatory Agency, or his/her authorized representative, may withdraw all of that agency's personnel/services from an activation/callout if an emergency, major incident, or major crime event occurs within that jurisdiction that requires additional personnel to safely and appropriately resolve. In general, however, each Signatory Agency shall direct TRT members in its employ to respond to an activation/callout as promptly and fully as possible. Withdrawal of a Signatory Agency from an incident shall not affect that agency's financial responsibilities for any cost incurred by the TRT during the incident.

Section 6. Budgeting and Cost-Sharing

- A. **Host Agency:** For purposes of general administration, the OC shall designate one (1) Signatory Agency as the Host Agency. The Host Agency will be responsible for maintaining the budget approved by the OC, as well as all budget-related records and receipts.
- B. **Annual Operating Budget**
1. By June 1 of each year, the Team Commanders shall submit a proposed annual budget to the OC. The budget should include all reasonably-anticipated training, equipment, and other operational costs for the following calendar year. The OC will consider the proposed budget at its next regularly-scheduled meeting.
 2. By December 31 of each year, the OC shall adopt a proposed budget for the following calendar year by majority vote. The budget should include all reasonably-anticipated training, equipment, and other operational costs for the following calendar year. Once adopted, that budget will be the official budget of the TRT for the relevant calendar year, subject to change only by a majority vote of the OC.
 3. Each Signatory Agency hereby agrees to be liable for its proportional share of any OC-approved annual budget. Each member of the OC shall be responsible for submitting his/her agency's proportional share of the budget to his/her agency's budgeting process, and ensuring payment for that share is deposited into the account maintained by the Host Agency.
- C. **Proportional Share of Operational Costs:** The share of the annual TRT budget for which each Signatory Agency will be responsible is equal to the percentage of each Signatory Agency's population to the total population of all Signatory Agencies, per the most recent Washington Office of Financial Management (OFM) estimate as of December 1 of the calendar year prior to which the budget applies. The percentage of each Signatory Agency's share shall be calculated to two decimal points (i.e., 1/100th of one-percent, without rounding). Any added amount necessary to bring the total to 100% after tabulation shall be added to the share of the Signatory

Agency with the largest population.

- D. Certain Costs/Expenses Not Shared:** The following costs/expenses of participation in the TRT are to be borne solely by the individual Signatory Agency to which the cost accrues
1. Regular pay and benefits for any Team Member;
 2. Overtime pay for any Team Member;
 3. The cost of outfitting an individual Team Member for participation on the team, including uniform, boots, gloves, helmet, other clothing-type items, individual weapon, and weapon-related accessories (suppressors, scopes, etc.);
 4. Fuel for agency vehicles used to transport a Team Member to/from a call out;
 5. Damage, including wear and tear, on agency-owned vehicles not used exclusively for TRT operations (*i.e.*, patrol cars, etc.);
- E. Training Costs:** Costs for TRT-specific training for Team functions shall be included in the annual operational budget. The Team Commander shall have the authority to coordinate and schedule training within the budget, and approve any requests for TRT-specific training submitted by Team Members. Unless otherwise approved by the OC, individual training for Team Members shall be the sole responsibility of the Signatory Agency that employs that Team Member.
- F. Emergency Expenses.** If, during an incident to which the TRT has responded, the Team Commander determines an emergency expense is necessary to the continued participation of the TRT, the Team Commander shall inform the Incident Commander of the necessary expense and the basis therefore. The Incident Commander shall authorize or decline the expense. If the Incident Commander authorizes the expense, payment of that expense shall be the sole responsibility of the Signatory Agency employing the Incident Commander.
- G. Consumables Used During a Callout:** The cost to replace consumable goods/equipment used during a particular activation/callout shall be the sole responsibility of the Requesting Agency for that activation/callout. Perishable goods/equipment includes, but is not limited to, explosives, ammunition, first aid supplies, and so on. Within a reasonable amount of time after the callout, the OC shall provide the Requesting Agency an accounting of any and all consumable items for which TRT is seeking reimbursement, and the Requesting Agency shall remit payment to via the Host Agency with a reasonable time after receiving the accounting.
- H. Funds Remaining at End of Budget Cycle:** Signatory Agencies agree that any money left over from any calendar year shall remain in the TRT general account to

supplement/augment continuing TRT operations. Signatory Agencies shall provide a record of all direct and other costs to the Host Agency.

- I. **Audit Rights of Signatory Agencies:** Each Signatory Agency shall have the right to conduct an audit of the TRT budget and account/s at any time.

- J. **Annual Report:** An annual report of all TRT activities during a calendar year shall be provided to each Signatory Agency by April 1 of the following calendar year. This report shall include the following:
 - 1. A tabulation of the number and nature of call outs and any other Team activity; and
 - 2. A tabulation of the personnel and respective jurisdiction at each call out; and
 - 3. A summary of the command positions assumed by personnel and their respective jurisdiction at each call out, including Incident Commander, Team Commanders, etc.; and
 - 4. A summary of any policy changes and the inclusion of a copy of the signed policy; and
 - 5. A copy of all completed risk matrixes, regardless of whether a TRT call out resulted; and
 - 6. A copy of the operational budget.

Section 7. Claims – Notice and Processing

- A. **Notice of Claim:** In the event a claim is filed against a Signatory Agency or its employees for actions arising from their conduct on behalf of the TRT, the Signatory Agency shall promptly notify the other Signatory Agencies that the claim has been initiated. Any documentation, including the claim or legal complaints, shall promptly be provided to each Signatory Agency.

- B. **Designation of Lead Jurisdiction:** There shall be a lead jurisdiction for processing any claim filed with a Signatory Agency for alleged damages/injuries that occur as a result of TRT activities. The lead jurisdiction shall be the jurisdiction that served as the Primarily Responsible Agency for the incident during which the action subject to the claim took place. If the claim involves acts/omissions that did not occur during a TRT call out, the lead jurisdiction shall be the jurisdiction that employs the individuals whose actions/omissions serve as the basis for the claim. If allegations are made against more than one Signatory Agency, or the employees of more than one Signatory Agency, the OC shall determine the lead jurisdiction for a claim by majority vote.

C. **Assistance Responding to Claims:** All TRT personnel shall assist the lead jurisdiction, and anyone working on behalf of that jurisdiction with regard to any claim, in responding to the claim and providing relevant records. These records shall include, but are not limited to, incident reports, notes, transcripts, photos, evidence logs, recorded statements, documents from emergency dispatch centers, and warrants from all jurisdictions that participated in the action subject to the claim. Whenever necessary, the Team Commander/s shall assist in coordinating the provision of any records, and communications with any Team Member.

D. **Claims of \$7,500 or Less**

1. **Lead Jurisdiction Responsibilities:** The lead jurisdiction shall be responsible for gathering records relating to the claim. The lead jurisdiction shall provide records to its insurance provider or risk-pooling organization, and shall assist the same in assessing liability for acts associated with the claim. The lead jurisdiction shall notify the other jurisdictions of any determinations as to payment of the claim. In determining whether a claim should be paid, the lead jurisdiction and its insurance provider or risk-pooling organization shall, at a minimum, consider the potential legal defenses to the claim and the costs of defending the claim.

2. **Payment of the Claim - Apportionment of Payment:** The lead jurisdiction, with the assistance of its insurance carrier or risk-pooling organization, shall determine whether payment of the claim would be in the best interest of the Signatory Agencies. In the event the lead jurisdiction determines payment of a claim of \$7,500 or less is appropriate, such determination shall be final and binding upon the other Signatory Agencies, and payment shall be apportioned equally among all Signatory Agencies. The lead jurisdiction shall provide full payment to the claimant, and the remaining Signatory Agencies or their insurers shall reimburse the lead agency for their respective shares. Prior to the payment of any claim, and as a condition of such payment, the lead jurisdiction shall obtain from the claimant a complete and total release of liability on behalf of all Signatory Agencies and each and every officer, agent, or volunteer of those agencies.

3. **Denial of the Claim:** In the event the lead jurisdiction determines payment of the claim would not be in the best interest of the Signatory Agencies, the lead jurisdiction shall notify the other Signatory Agencies, and that determination shall be binding on the other Signatory Agencies; PROVIDED, another Signatory Agency that determines payment is appropriate may pay such claim in full, but shall not be entitled to any reimbursement from the other Signatory Agencies.

E. **Claims over \$7,500:** The lead jurisdiction shall coordinate communication among all Signatory Agencies to discuss any claim over \$7,500, and to determine, with input from the involved insurance carriers or risk-pooling organizations, the appropriate manner in which to respond to such a claim. This communication may occur in

person, by phone, or by email where appropriate.

Section 8. Litigation - Process – Cost Sharing

- A. **General Intent:** It is the intent of the Signatory Agencies to provide and receive services of the TRT without the threat of liability to one another, and to fully cooperate in the defense of any claims or lawsuits arising out of or connected with any TRT action. It is the intent of the Signatory Agencies that they share equally in the financial burden of litigation regarding TRT activities. The costs to be equally shared include, but are not necessarily limited to, costs of defense, compensatory damages, and any attorney's fees awarded. The Signatory Agencies intend this cost-sharing to apply in all circumstances, regardless which Signatory Agency employs any individual team members whose actions or omissions are at issue in the litigation. The remainder of the liability-sharing portion of this agreement should be interpreted consistent with this intent.
- B. **Notification to Other Signatory Agencies:** In the event a Signatory Agency is served with a lawsuit alleging any act or omission by any Team Member, Team Commander, or Signatory Agency, undertaken on behalf of the TRT, that Signatory Agency shall provide timely notice and documentation of the lawsuit to each of the other Signatory Agencies. The Signatory Agency that initially receives the lawsuit shall also schedule a meeting with all Signatory Agencies to discuss the lawsuit and to determine, with input from the insurer for each Signatory Agency, the appropriate manner in which to respond to and/or defend the lawsuit. Nothing in the Agreement shall be deemed a waiver by any Signatory Agency of the requirements set forth in Chapter 4.96 RCW, and the fact that a Signatory Agency provides notice or copies of a claim to another jurisdiction shall not constitute a waiver of the requirement that a party who files suit against a jurisdiction first file a claim with the jurisdiction in accordance with Chapter 4.96 RCW. Moreover, nothing in this Agreement shall be deemed acceptance of service of a lawsuit, and the fact that a Signatory Agency provides notice or copies of a lawsuit to another jurisdiction shall not be deemed adequate service of such lawsuit.
- C. **Costs of Defense:** The cost of defense of any claim brought against any Signatory Agency or its employees for any act or omission undertaken on behalf of the TRT shall be shared equally among the Signatory Agencies. The Signatory Agencies recognize this equal sharing of liability is different than the proportional sharing of budgeted expenses described above. This equal sharing of litigation costs shall apply regardless whether any Signatory Agencies are represented jointly.
- D. **Joint Representation Encouraged:** In the event of litigation against a Signatory Agency or its employees for any act or omission undertaken on behalf of the TRT, the Signatory Agencies are encouraged to select a single attorney to coordinate and conduct the defense. The Signatory Agencies recognize that joint representation improves access to records and personnel, improves communication among agencies and personnel, and minimizes the overall costs of defense. It is generally intended

that Signatory Agencies and their employees will agree to joint defense, except in cases of bona fide conflict, as described in the next section.

- E. Conflict Counsel – Cost-Sharing:** In the event any attorney retained to represent any individual of Signatory Agency in any TRT-related litigation determines conflict counsel should be appointed for any individual or Signatory Agency, that individual or Signatory Agency shall be entitled select their own conflict counsel, with the input of the relevant insurance carrier or risk-pooling organization. The costs of any conflict counsel shall be shared equally among the Signatory Agencies.
- F. Dismissal From Lawsuit – Continued Cost-Sharing:** In the event a Signatory Agency or its employee/s is/are successfully withdrawn or dismissed from a lawsuit, that Signatory Agency shall nonetheless be required to pay its equal share of any subsequent and continued litigation costs.
- G. Settlement – Procedure - Effect**
1. Settlement Procedure: Any Signatory Agency receiving a settlement offer or demand in any action or proceeding arising from TRT activity shall immediately notify the other Signatory Agencies of that offer/demand, including the particulars thereof. Such Signatory Agency shall consult with the other Signatory Agencies and their insurance carrier/s or risk-pooling organization/s prior to making any settlement decision.
 2. Individual Settlement Decisions Discouraged: It is the intent of this Agreement that the Signatory Agencies act in good faith on behalf of each other in conducting settlement negotiations on liability claims or lawsuits so that, whenever possible, all Signatory Agencies agree with the settlement costs or, in the alternative, that all Signatory Agencies reject settlement demands and agree to go to trial and share in any litigation costs going forward.
 3. Individual Settlement Decision – Settlement Costs Not Shared: Any Signatory Agency entering into settlement with a claimant/plaintiff without ending the liability of all other Signatory Agencies and their employees shall not be entitled to contribution from the other Signatory Agencies for the amount of that settlement.
 4. Individual Settlements – Continued Litigation Costs Shared: Any Signatory Agency entering into settlement with a claimant/plaintiff without ending the liability of all other Signatory Agencies and their employees shall remain responsible for an equal share of any costs/expenses for any continued litigation against other Signatory Agencies and/or their employee/s.
- H. Liability Sharing – Non-Punitive Damages:** Excluding any award of punitive damages, liability for the actions or omissions of any individual or Signatory Agency, imposed as a result of their participation in the TRT or their employment,

shall be shared equally among all Signatory Agencies. The costs and expenses to be shared equally include, but are not limited to, any settlement of any claim for damages, fines, costs and expenses, awards, and attorney's fees (including costs of defense). These costs and expenses shall be shared equally regardless of which Signatory Agency or employee the action is brought against, regardless of which Signatory Agency or employee is ultimately responsible for the conduct, regardless of the number of Signatory Agencies named in the lawsuit or claim, and regardless of the number of officers from each Signatory Agency named in the lawsuit or claim.

- I. **Liability – Punitive Damages:** In the event punitive damages are awarded against any individual or Signatory Agency as a result of any action or omission occurring on behalf of the TRT, no other Signatory Agency shall be liable for any portion of such award. Any decision by a Signatory Agency to indemnify its officer/s or employee/s for any award of punitive damages will have no effect on the contribution owed by any other Signatory Agency.

- J. **Payment of Costs/Awards – Reimbursement:** In the event any Signatory Agency fails to timely provide payment of its equal portion of any shared costs/expenses outlined above, any other Signatory Agency may choose to pay the non-paying Signatory Agency's share. The Signatory Agency that failed to pay shall then be liable to the Signatory Agency that paid the share, plus any attorney's fees incurred in the collection of said monies from the non-paying Signatory Agency.

- K. **Hold Harmless:** The Signatory Agencies express their intent that no legal cause of action shall be brought by one Signatory Agency against any other Signatory Agency as a result of any TRT-related activity, except to enforce the cost- and liability-sharing provisions of this Agreement. Therefore, each Signatory Agency agrees to hold harmless and indemnify the other Signatory Agencies from any loss, claim or liability arising from the actions or inactions of its officers and employees or each other as related to any TRT activity, except as expressly outlined in this Agreement.

- L. **Insurance – Effect on Agreement:** The failure of any insurance carrier or self-insured pooling organization to agree to or follow the terms of this section shall not relieve any individual Signatory Agency from its obligations under this Agreement.

Section 9. Insurance Coverage Required

The Signatory Agencies shall, to the best of their ability, coordinate their liability insurance coverage and/or self-insured coverage to the extent possible to fully implement and follow the agreement set forth herein. However, the consent of any liability insurance carrier or self-insured pool or organization is not required to make this agreement effective as between the Signatory Agencies, and the failure of any insurance carrier or risk-pooling organization to agree or follow the terms of this provision on liability shall not relieve any Signatory Agency from its obligations under this agreement.

Section 10. Employment

Except as provided herein, all public safety personnel are deemed to be continuing employment for their respective employers when activated as members of the TRT. Each Signatory Agency shall be solely and exclusively responsible for the compensation and benefits for those personnel. All rights, duties, and obligations of the employer and the employee shall remain with that Signatory Agency. Each Signatory Agency shall be responsible for ensuring compliance with all applicable laws regarding employees, and with provisions on any applicable collective bargaining agreements, civil service rules regulations, and its own disciplinary policies and procedures.

Section 11. Press Releases

Signatory Agencies to this agreement will coordinate any press releases relating to TRT activities only through the Primary Responsible Agency in an effort to fully and fairly acknowledge the contributions of participating agencies and with due regard for the integrity of the operations and the safety of officers.

Section 12. Authorized Staff

The Signatory Agencies to this agreement shall provide the names and phone numbers of staff who have the authority to commit manpower and/or equipment to any TRT activation/callout.

Section 13. Prisoner Transportation

Transportation of arrestees will be coordinated by the Incident Commander.

Section 14. Injury Benefits

Whenever any commissioned officer of a Signatory Agency is injured while acting pursuant to this agreement, even though such injury may have occurred while the officer was under the direction of a Signatory Agency which was not the employer of the injured officer at the time of such injury, such officer and/or his/her dependents shall receive from that Officer's employer the same benefits which such officer would have received had said officer been acting under the immediate direction of said officer's employer and within said employer's jurisdiction.

Section 15. Severability

Should any clause, phrase, sentence or paragraph of the Agreement or its application to any party or circumstance be declared invalid or void by a court of competent jurisdiction, the

remaining provisions of this Agreement and/or their application to other parties and circumstances, not declared invalid or void, shall remain in full force and effect.

Section 16. Term

The minimum term of this Agreement shall be one (1) year, effective upon its adoption by all Signatory Agencies. This Agreement shall automatically extend for consecutive one (1) year terms without action of the legislative bodies of the Signatory Agency jurisdictions, unless and until terminated pursuant to the terms of this agreement.

Section 17. Termination

Any Signatory Agency may withdraw from and terminate participation in under this Agreement upon the giving of thirty (30) calendar days advance written notice of intent to withdraw/terminate to the other Signatory Agencies herein. Withdrawal during any calendar year shall not entitle the withdrawing agency to a reduction or refund with respect to funds budgeted for or otherwise committed with respect to the withdrawing agency for any calendar year. Termination of this Agreement and/or withdrawal of an agency shall not terminate the indemnity or liability of that agency with respect to any incident arising prior to the withdrawal. All terms of this Agreement shall survive the termination of this Agreement with respect to any cause of action, claim or liability arising on or prior to the date of termination.

1. In the event that Signatory Agency withdraws from and terminates participation under this Agreement, property that was provided by that Signatory Agency pursuant to the terms and conditions of this Agreement, including but not limited to vehicles, equipment, firearms, ammunition and explosives, shall belong to and shall be returned to that Signatory Agency.
2. Items that were jointly purchased through the TRT general operating budget will continue to remain with and be available for use by the TRT until such time that this Agreement is terminated in its entirety, at which time items that were jointly purchased by the Signatory Agencies will be divided among the Signatory Agencies in proportion to the number of Team Members each Agency contributes to the Team under the Agreement as of the date of termination.

Section 18. Contract Administration

The Signatory Agencies do not, by this Agreement, intend to create any separate legal or administrative entity. The Signatory Agencies will cooperatively work together to further the intent and purpose of this agreement. The Chief Law Enforcement Officer from the Signatory Agencies shall be responsible for administering the terms of this agreement.

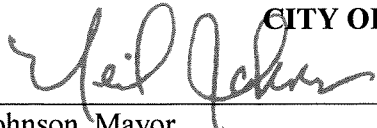
Section 19. Extent of Agreement

This agreement contains the complete understanding of the Signatory Agencies regarding the subject matter of this agreement.

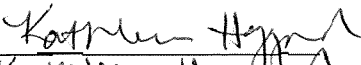
Section 10. Authorization

By resolution or ordinance or otherwise pursuant to law, the governing bodies of the Signatory Agencies listed below have authorized their respective designated officials to execute this agreement on their behalf. This agreement may be executed by counterparts and if so, shall be deemed valid as if each designated official had signed the original.

CITY OF BONNEY LAKE

By: 
Neil Johnson, Mayor

Date: 5/28/2019

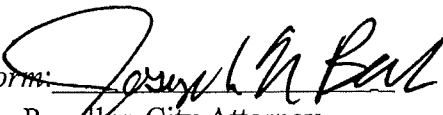
As To Form: 
Print Name: Kathleen Haggard
Bonney Lake City Attorney

Date: 6/4/19

CITY OF PUYALLUP

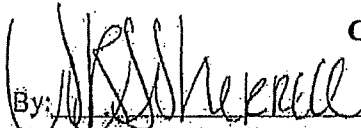
By: 
Kevin Yamamoto, City Manager

Date: 5-22-2019

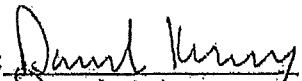
As To Form: 
Joe Beck, Puyallup City Attorney

Date: 5/20/2019

CITY OF MILTON

By: 
Shanna Styron-Sherell, Mayor

Date: 12-18-19

As To Form: 
Print Name: Daniel Kenney
Milton City Attorney

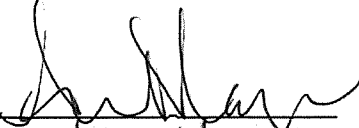
Date: 6-18-19

CITY OF SUMNER

By: 

William L. Pugh, Mayor

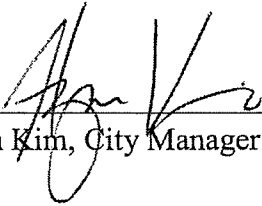
Date: _____

As To Form: 

Print Name: Andrea Marquez
Andrea Marquez, Sumner City Attorney

Date: _____

CITY OF FIFE

By:  _____
Hyun Kim, City Manager

Date: 6/21/2019

As To Form: _____
Greg Amann, Fife City Attorney

Date: _____

CITY OF ORTING

By: _____
Joshua Penner, Mayor

Date: _____

As To Form: _____
Print Name: _____
Orting City Attorney

Date: _____

OLD BUSINESS



**City Of Orting
Council Agenda Summary Sheet**

	Agenda Bill #	Recommending Committee	Study Session Dates	Regular Meeting Dates
Subject: Naming City Hall Room 116 in Honor of Mark Bethune- Resolution No. 2021-03	AB21-23	N/A	2/17/21	2.24.21
	Department:	Executive		
	Date Submitted:	1/27/20		
Cost of Item:	<u>N/A</u>			
Amount Budgeted:	<u>N/A</u>			
Unexpended Balance:	<u>N/A</u>			
Bars #:	N/A			
Timeline:	None			
Submitted By:	Mayor Penner/Scott Larson			
Fiscal Note:	None			
Attachments:	Resolution No. 2021-03			
SUMMARY STATEMENT:				
This resolution would name Room 116, the small conference room in City Hall in commemoration of the service the former City Administrator Mark Bethune provided to the City since 2004.				
RECOMMENDED ACTION: MOTION: <i>To Approve Resolution No. 2021-03 Authorizing The Dedication Of City Hall Room 116 As The Mark Bethune Commemorative Conference Room.</i>				

**CITY OF ORTING
WASHINGTON
RESOLUTION NO. 2021-03**

**A RESOLUTION OF THE CITY OF ORTING, WASHINGTON,
AUTHORIZING THE DEDICATION OF CITY HALL ROOM 116
AS THE MARK BETHUNE COMMEMORATIVE
CONFERENCE ROOM.**

WHEREAS, Mark Bethune served in the capacity of City Administrator from June 2004 to November of 2020; and

WHEREAS, The Mayor and Council of the City of Orting wants to recognize the many lasting contributions made by Mark Bethune, City Administrator; and believes it is important to acknowledge individuals who have greatly contributed to the City and its citizens; and

WHEREAS, Mark Bethune dedicated countless hours to the planning, and construction of a New City Hall; and

WHEREAS, Mark Bethune served loyally to four City of Orting Mayors, demonstrating his ability to adapt and adjust to each new vision; and

WHEREAS, Mark Bethune showed his dedication to the Orting community by volunteering many hours of his own time participating in community events; and

WHEREAS, Mark Bethune worked tirelessly to maintain the communities rich agricultural heritage, scenic trails, parks and outdoor recreation while at the same time working on expanding local business opportunities; and

WHEREAS, The Mayor and Council of the City of Orting wishes to express their appreciation and admiration for the achievements and improvements made by this remarkable man;

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF ORTING AS FOLLOWS:

Section 1. Dedication. Room 116 at City Hall shall be known as the “Mark Bethune Commemorative Conference Room” and a plaque stating the same shall be posted outside the same room.

Section 2. Corrections. The City Clerk and the codifiers of this resolution are authorized to make necessary clerical corrections to this resolution including, but not limited to, the correction of scrivener’s errors, references, numbering, section/subsection numbers and any references thereto.

Section 3. Effective date. This Resolution shall become effective immediately upon adoption and signature as provided by law.

APPROVED BY THE CITY COUNCIL AT A REGULAR MEETING THEREOF ON THE 24TH DAY OF FEBRUARY, 2021.

CITY OF ORTING

Joshua Penner, Mayor

ATTEST/AUTHENTICATED:

Jane Montgomery, City Clerk, CMC

Approved as to form:

Charlotte A. Archer
Inslee, Best, Doezie & Ryder, P.S.
City Attorney