

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
104 Bridge Street S, Orting, WA
July 28th, 2021
7:00 p.m.

Mayor Joshua Penner, Chair

1. CALL MEETING TO ORDER, PLEDGE OF ALLEGIANCE, AND ROLL CALL.

You may attend this meeting virtually via the platform Blue Jeans by clicking the following link <https://bluejeans.com/503346352/8500>, by telephone by dialing 1.408.419.1715 – Meeting ID 503 346 352, or in person at City Hall. Per the Governor's directives, all in person attendees shall comply with social distancing regulations and non-vaccinated attendees shall wear a face covering. If you log in at bluejeans.com you will need to enter the meeting ID of 503 346 352, the passcode 8500, and your name.

REQUEST FOR ADDITIONS OR MODIFICATIONS TO THE AGENDA.

2. PUBLIC COMMENTS - Comments may be sent to the City Clerk at clerk@cityoforting.org by 3pm on July 28th, 2021, and will be read in to the record at the meeting. In person attendees may provide public comment at the meeting. In the case of a question, the chair will refer the matter to the appropriate administrative staff member or committee. Written comments that come in after the 3pm deadline will be read in to the record at the next Council meeting.

3. STAFF RECOGNITION

Administration - Kim Agfalvi
Public Works – Lane Strassburg
Public Safety – Jamey Hattaway
Mayor Penner

4. CONSENT AGENDA- (Any request for items to be pulled for discussion?)

- AB 21-61** - Approving Scope and budget for the Waste Water Treatment Plant Solids Handling Upgrade design.
- Regular Meeting Minutes of July 14th, 2021.
- Payroll Claims and Warrants.
***Motion:** To approve consent agenda as prepared.*

5. OLD BUSINESS

- AB21-18** – Authoring the Mayor to execute an intergovernmental agreement with South Sound Housing Affordability Partners (SSHAP)
Mayor Penner
***Motion:** To authorize the Mayor to execute an intergovernmental agreement for the City of Orting to join South Sound Housing Affordability Partners (SSHAP).*

6. EXECUTIVE SESSION

7. ADJOURNMENT

***Motion:** To Adjourn.*

Americans with Disabilities Act – reasonable accommodations provided upon request (360) 893-2219

Next Regular Meeting: August 11, 2021, 7:00pm Page 1 | 2

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CERTIFICATE OF APPRECIATION

THE MAYOR & GRETCHEN RUSSO WISH TO RECOGNIZE

KIM AGFALVI

THE FOLLOWING STATEMENTS WERE MADE BY YOUR SUPERVISOR

Kim Agfalvi is one of those employees that goes above and beyond every day. Recently Kim was promoted to the Executive Assistant position. Soon after this promotion, she was shifted to the Acting City Clerk position because of a retirement. While learning her new job(s), she continued to cover not only her previous role as the Accounting Clerk but helped cover the Utility Billing Clerk position for six weeks.

Kim helped hire her replacement, started learning all the complex requirements of the City Clerk to include records retention, information requests and documentation of council meetings, and continued to assist with public questions and concerns. She was also instrumental in the implementation of the Docusign program which will ensure contracts and meeting notes can be easily signed electronically.

Kim jumps in and assists in any way she can. An example of this was when a citizen was hurt just outside City Hall. She assessed the situation, reassured the family and immediately called 911 for assistance. On another day, she moved an office of boxes by herself without being asked.

She serves everyone around her. Her upbeat personality encourages all of us. She is smart, analytical and caring. We are honored to have her as a team member.

**Thank You for Your Dedication to Making Orting a Great Place to
Live, Work, Play, & Do Business!**

AWARDED AT THE MANAGEMENT MEETING OF THE 8TH DAY OF JUNE, 2021

HONORED AT THE CITY COUNCIL MEETING ON THE 28TH DAY OF JULY, 2021

Joshua Penner, Mayor

Gretchen Russo, Finance Director



CERTIFICATE OF APPRECIATION

THE MAYOR & GREG REED WISH TO RECOGNIZE

LANE STRASSBURG

THE FOLLOWING STATEMENTS WERE MADE BY YOUR SUPERVISOR

It's my pleasure to recognize Lane Strassburg, recently hired as a Maintenance Worker. Lane worked two terms with Pierce County as a seasonal Employee where he obtained skill sets that the City has been able to take advantage of. Lane was quick to establish himself as a team player, willing to try new things, and share things he's learned with others. Lane takes pride in his work, and is good at coming up with alternative ways to tackle a problem.

During Lane's interview he was asked: Why do you think you would be the best candidate for this position? His response: because this is my town, I grew up here, went to school here, and I take pride in how nice Orting looks. I want to help make sure it stays that way.

It was clear right away that Lane is not afraid to jump in and work hard. It was impressive to watch him weed eating and planting various species of trees and plants in the mitigation areas. It was a tough job and he helped to make the mitigation planting a huge success. Lane has an excellent attitude and is a pleasure to work with. He is always one of the first to arrive in the morning and one of the last to leave. The City of Orting is fortunate to have a worker of Lane's caliber and one who cares for the community in which he was raised.

**Thank You for Your Dedication to Making Orting a Great Place to
Live, Work, Play, & Do Business!**

AWARDED THIS AT THE MANAGEMENT MEETING OF THE 8TH DAY OF JUNE, 2021

HONORED AT THE CITY COUNCIL MEETING ON THE 28TH DAY OF JULY, 2021

Joshua Penner, Mayor

Greg Reed, Director of Public Works



CERTIFICATE OF APPRECIATION

THE MAYOR & THE CHIEF OF POLICE WISH TO RECOGNIZE

JAMEY HATTAWAY

The Following Statements Were Made By Your Supervisor

Officer Hattaway brings skill and experience to the Orting Police Department, and he continually utilizes these strengths to promote ongoing learning for our line officers. As a Field Training Officer, Officer Hathaway's experience and mentoring style has proven to be immensely effective in the development and acclimation of our newest police officers. Officer Hattaway is a smart, tactically-oriented police officer who thinks through problems before making careful decisions. His mindfulness demonstrates his ability to help bring critical calls to successful resolutions on numerous occasions. Officer Hattaway routinely seeks ways to help me and our officers, both in the office and in the field. He is also well liked by the Orting community. Officer Hattaway brings tremendous value to the Orting Police Department.

**Thank You for Your Dedication to Making Orting a Great Place to
Live, Work, Play, & Do Business!**

**AWARDED THIS AT THE MANAGEMENT MEETING OF THE 8TH DAY OF JUNE, 2021
HONORED AT THE CITY COUNCIL MEETING ON THE 28TH DAY OF JULY, 2021**

Joshua Penner, Mayor

Chris Gard, Chief of Police



**City Of Orting
Council Agenda Bill Summary Sheet**

	Agenda Bill #	Recommending Committee	Study Session Dates	Council
Subject: Wastewater Treatment Plant Upgrade Scope and Budget for Design	AB21-61	Public Works		
		7.7.21	7.21.21	7.28.21
	Department:	Public Works		
	Date Submitted:	7.15.21		
Cost of Item:	<u>\$899,475</u>			
Amount Budgeted:	<u>\$900,000</u>			
Unexpended Balance:	<u>\$525</u>			
Bars #:	408.594.35.41.12			
Timeline:				
Submitted By:	JC Hungerford, PE			
Fiscal Note:				
Attachments:	Scope and budget for professional services			
SUMMARY STATEMENT:				
<p>Recently, the Washington Department of Ecology approved the Preliminary Engineering Report submitted by the City for the Class A Biosolids Upgrades. This allows the City to move forward with the design and eventual construction of the facility.</p> <p>In addition to this, Parametrix completed an electrical consumption assessment of the WWTP in 2014. This assessment found that many electrical and mechanical components of the plant were nearing or exceeding the recommended service life of the respective components. Based in part on the findings of the 2014 Electrical Consumption Assessment, the City requested a comprehensive assessment of the WWTP facilities and equipment. This assessment was completed in 2018, and it defines several upgrades and immediate fixes that will be included in this scope of work.</p>				
RECOMMENDED ACTION: MOTION: To approve the attached Wastewater Treatment Plant Upgrade scope and budget provided by Parametrix in the amount of \$899,475.				

DRAFT SCOPE OF WORK

City of Orting Wastewater Treatment Plant Upgrade

BACKGROUND

The City of Orting's (City) wastewater treatment plant (WWTP) originally treated wastewater using a facultative lagoon system. In 1999, this treatment facility was upgraded to a Sequencing Batch Reactor (SBR) WWTP with two SBR basins. In conjunction with this upgrade, the first lagoon in the system was filled with structural backfill to facilitate construction of the WWTP, and the remaining lagoon was retained for solids storage and overflow control. The WWTP was further upgraded in 2006 with the addition of a third SBR basin. The City intends as part of this work to complete another upgrade of the WWTP, including construction of a Solids Treatment and Dewatering Facility and Process Improvements as described in the October 2016 Biosolids Engineering Report.

Parametrix completed an electrical consumption assessment of the WWTP in 2014. This assessment found that many electrical and mechanical components of the plant were nearing or exceeding the recommended service life of the respective components. Based in part on the findings of the 2014 Electrical Consumption Assessment, the City requested a comprehensive assessment of the WWTP facilities and equipment. This assessment was completed in 2018, and it defines a number of upgrades and immediate fixes that will be included in this scope of work.

To assist the City with the various elements of this scope, it will be broken down into the following areas:

- Solids Improvements
- Immediate Need Improvements
- Process Improvements

Phase I of the original scope has been completed and upon approval of the project elements by the City, Phase II will begin which will focus on the design and preparation of final plans, specifications, and estimates.

TASK 1 – PROJECT MANAGEMENT – Phase II (Phase I Complete)

Objectives

The objective of this task is to provide overall project management of the consultant contract with the City of Orting.

This task includes general management functions that include the following:

- Project Planning – Document and communicate the scope of work, budget, and schedule as a road map for the project team. Coordinate project team and issues throughout the project.
- Budget and Schedule Tracking – Track the project budget using Parametrix in-house tools to verify that progress is keeping pace with spending.

- Weekly Design Team Meetings – Conduct team meetings with an issues list to document project design decisions.
- Monthly Progress Reports – Prepare a monthly invoice for services performed by Parametrix.
- Correspondence – Prepare written correspondence as needed to document project management issues and/or concerns.

Deliverables

Deliverables for this task include:

- Miscellaneous correspondence to document project management issues.
- Monthly progress reports enclosed with invoices.

Assumptions

Project management services will begin in August 2021 and end with bidding services concluding by June 2022 for Phase II.

TASK 2 – 30% Design – Phase II

Objectives/Goals

This task will bring the project to a preliminary design level (30%) to allow review by the City. This task will confirm layout and equipment to be used prior to starting the next task.

Approach

For the purposes of budgeting, this task will be broken down into the following subtasks:

- Subtask 2.1 – Solids Improvements
 - Solids Storage and Centrifuge Feed Pump Station
 - Solids Dewatering (Centrifuge)
 - Solids Treatment (Biodryer)
 - Associated equipment.
- Subtask 2.2 – Immediate Need Improvements (Repairs and Replacements per Pre-Design Report, December 2019)
- Subtask 2.3 – Process Improvements (Repairs and Replacements per Pre-Design Report, December 2019)

All subtasks shall include the following items:

- Address comments and input from the pre-design submittal.
- Develop project specifications and general conditions (CSI Format).
- Develop Draft EOPCC.
- Develop 30% plan drawings for review.

Based on the preliminary scope, it anticipated that the following sheets will be provided for this project:

- Cover Sheet
- General Notes and Legend
- Structural Notes and Requirements
- Hydraulic Profile and Design Criteria
- Updated P&ID
- Updated P&ID
- Updated P&ID
- Site Plan
- Site Piping
- Site Grading Plan
- Schedule A: Solids Improvements:
 - Demolition Plan – Solids Holding Pond
 - Civil – Lagoon Modifications
 - Civil – Lagoon Modification Details
 - Civil – Site Preparation and Modifications
 - Civil – Schedule A Grading
 - Civil – TESC
 - Civil – Site piping modifications
 - Civil Details
 - Civil Details
 - Solids Handling Facility Architectural - Plan
 - Solids Handling Facility Architectural – Sections
 - Solids Handling Facility Architectural - Details
 - Solids Handling Facility Structural – Plans
 - Solids Handling Facility Structural – Plans
 - Solids Handling Facility Structural – Plans
 - Solids Handling Facility Structural – Sections
 - Solids Handling Facility Structural – Sections
 - Solids Handling Facility Structural – Details
 - Solids Handling Facility Structural – Details
 - Solids Storage and Pumping Facility Structural – Plans

- Solids Storage and Pumping Facility Structural – Sections/Details
- Biosolids Public Access Structural – Plan/details
- Solids Handling Facility Mechanical – Plan
- Solids Handling Facility Mechanical - Sections
- Solids Handling Facility Mechanical - Sections
- Solids Handling Facility Mechanical – Centrifuge Details
- Solids Handling Facility Mechanical – BIODRYER Details
- Solids Handling Facility Mechanical – Boiler
- Solids Handling Facility Mechanical – Odor Control
- Solids Handling Facility Mechanical – Solids related modifications
- Solids Storage and Pumping Mechanical – Plan
- Solids Storage and Pumping Mechanical – Details
- Solids Handling Facility Mechanical – Details
- Solids Handling Facility Mechanical – Details
- Solids Handling Facility Mechanical – Details
- Solids Handling Facility Electrical/Control – Site Plan
- Solids Handling Facility Electrical/Control – Building Plan
- Solids Storage and Pumping Electrical/Control – Plan
- Solids Storage and Pumping Electrical/Control – Details
- Solids Handling Facility Electrical/Control – One-Line
- Solids Handling Facility Electrical/Control – One-Line
- Solids Handling Facility Electrical/Control – Lighting
- Solids Handling Facility Electrical/Control – Details
- Solids Handling Facility Electrical/Control – Details
- Solids Handling Facility Electrical/Control – Details
- Schedule B: Immediate Need Improvements:
 - Structural Plan & Details
 - Electrical Plan and Details – Headworks
 - Electrical Plan and Details – SBR
 - Electrical Plan and Details – Auxiliary (i.e., Generator)
 - Schedule B Details
- Schedule C: Process Improvements:
 - Civil/Mechanical – SBR Modifications/Details

- Civil/Mechanical – SBR Modifications/Details
- Civil/Mechanical – Headworks Modifications/Details
- Civil/Mechanical – Headworks Modifications/Details
- Structural – Miscellaneous Upgrades
- Electrical – SBR Modifications
- Electrical – Site Modifications
- Electrical Details
- Miscellaneous Civil/Mechanical Details
- Photograph Details

Note: Plans that are not listed as part of a schedule shall define which schedule is associated with each portion of the work to enable the City to have separate bids for each schedule.

Assumptions

- Outline of specifications will be created under this task
- One in-person meeting will be held during this subtask to confirm layout and equipment
- Base maps will be developed from existing plans and information – gathering of missing information will be completed under remaining budget of Phase I

Deliverables

- Preliminary Design and Specification Outline (three hard copies and electronic copy in PDF format).

TASK 3– Draft Design (90%) – Phase II

Objectives/Goals

This task will bring the project to a 90% (Draft) level to allow the project to go out to bid. This task is subject to change based on the outcome of Task 2.

Approach

For the purposes of budgeting, this task will be broken down into the following subtasks:

- Subtask 3.1 – Solids Improvements
- Subtask 3.2 – Immediate Need Improvements
- Subtask 3.3 – Process Improvements

All subtasks shall include the following items:

- Address comments and input from the Preliminary Design Meeting.
- Finalize project plans, specifications, and general conditions.
- Develop Final EOPCC.

Assumptions

- One draft design meeting will be held at the City's request.
- Draft Design will be acceptable for initial Permit Review (i.e., Building Permit).

Deliverables

- Draft Design and Specifications (one hard copy for City; electronic copies for City in PDF format) and one hard copy of EOPCC.

TASK 4 – Final Design – Phase II

Objectives/Goals

This task will bring the project to a Final Design level to allow the project to obtain permits and Ecology Review.

Approach

For the purposes of budgeting, this task will be broken down into the following subtasks:

- Subtask 4.1 – Solids Improvements
- Subtask 4.2 – Immediate Need Improvements
- Subtask 4.3 – Process Improvements

All subtasks shall include the following items:

- Address comments and input from the Draft Design Meeting.
- Submit Plans for building permit and Ecology Review
- Finalize project plans, specifications, and general conditions.
- Develop Final EOPCC.

Assumptions

- One final design meeting will be held at the City's request.

Deliverables

- Final Design and Specifications (one hard copy for City; electronic copies for City and Plan Centers in PDF format) and one hard copy of EOPCC.

TASK 5 – PUBLIC OUTREACH – Phase II

Objectives/Goals

Assist the City with public outreach focused on educating public on the City's ability to provide exceptional quality Class A Biosolids that can be used by the public and local businesses.

Approach

This task shall include the following items:

- Prepare a flyer that the City can use to send to residents
- Develop a web page with information and links so that citizens can learn about the process that Orting will use to make Class A Biosolids, and other information related to exceptional quality biosolids.
- Assist the City with an open house where citizens and local area businesses can attend and learn more about how Orting will be developing a program to produce exceptional quality Class A Biosolids.

Assumptions

- Open house location will be coordinated by the City.
- Open House would satisfy Ecology Requirement for a biosolids public notice as listed in WAC 173-308-310

Deliverables

- Flyer (electronic copy); Web page(s) and links; graphics for open house.

TASK 6 – LANDSCAPE DESIGN – Phase II

Objectives/Goals

Provide landscape architect that will work with the City on developing a landscape design for the wastewater treatment and public works facility.

Approach

This task shall include the following items:

- Up to 3 meetings with the City to review potential ideas, concepts, and alternatives for landscaping.
- Landscape Plan document that will define the final outcome and decisions by the City.
- Plans and specifications for landscaping
 - Landscaping Plan
 - Landscaping Plan
 - Landscaping Plan
 - Landscaping Details
 - Landscaping Details

Assumptions

- Irrigation will not be included in the landscaping plan.

Deliverables

- Plans and specifications that will be incorporated into the design described above.

TASK 7 – BIOSOLIDS PERMIT ASSISTANCE – Phase II

Objectives/Goals

Provide assistance to the City in preparation of necessary documents related to Biosolids Permit.

Approach

This task shall include the following items:

- Preparation of a Biosolids Sampling and Analysis Plan
- Preparation of a Biosolids Contingency Plan

Assumptions

- Any market analysis required by Ecology will be conducted and prepared by the City

Deliverables

- Draft and Final plans as listed above (Electronic only)

TASK 8 – UPGRADE INCOMING POWER – Phase II

Objectives/Goals

Current incoming power to the City’s wastewater treatment facility is at maximum capacity, this task will define and include in the design the necessary steps to upgrade the incoming power to serve the existing facility and the new solids handling facility.

Approach

This task shall include the following items:

- Meeting with Puget Sound Energy to discuss upgrade needs and options
- Preparation of an Incoming Power Upgrade Technical Memorandum
- Preparation plans and specifications required for the incoming power upgrade

Assumptions

- City will provide background on existing power consumption

Deliverables

- Power Upgrade Technical Memorandum, Draft and Final; plans and specifications to be included in design package (Electronic only)

TASK 9 – Bid Documents and Services during Bidding and Award – Phase II

Objectives/Goals

Preparation of final bidding documents and assisting the City during the bidding and award process.

Approach

This task shall include the following items:

- Update the plans and specifications based on comments from Task 5 and prepare Bid Documents.
- Provide electronic copies of the plans/specifications to the appropriate plan centers for distribution.
- Provide two hard copies to the City.
- Answer questions during bidding and issue addenda as needed.
- Prepare a bid tabulation sheet, review the bids for errors and inconsistencies, and provide a recommendation for award to the City.

Assumptions

- For this budget, it is assumed that there will be no more than five addenda necessary for this project.

Deliverables

- Bid Documents (one hard copy for City; electronic copies for City and Plan Centers in PDF format); Addenda, Certified Bid Tabulation, and Recommendation for Award.

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
104 Bridge Street S, Orting, WA
July 14th, 2021
7 p.m.

Mayor Joshua Penner, Chair

1. CALL MEETING TO ORDER, PLEDGE OF ALLEGIANCE, AND ROLL CALL.

Mayor Penner called the meeting to order at 7:00p.m. Deputy Mayor Hogan led the pledge of allegiance, and then roll call was taken.

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

Staff Present: Mayor Josh Penner, City Administrator Scott Larson, Finance Director Gretchen Russo, Engineer JC Hungerford, City Attorney Charlotte Archer.

Mayor Penner read the following announcements:

You may attend this meeting virtually via the platform Blue Jeans by clicking the link on the City's website, by telephone, or in person at City Hall. Per the Governor's directives, all in person attendees shall comply with social distancing regulations and non-vaccinated attendees shall wear a face covering.

REQUEST FOR ADDITIONS OR MODIFICATIONS TO THE AGENDA.

No requests were made.

- 2. PUBLIC COMMENTS.** Comments may be sent to the City Clerk at clerk@cityoforting.org by 3pm on July 14th, 2021, and will be read in to the record at the meeting. In person attendees may provide public comment at the meeting. In the case of a question, the chair will refer the matter to the appropriate administrative staff member or committee. Written comments that come in after the 3pm deadline will be read in to the record at the next Council meeting.

No public comments were made.

3. PROCLAMATION

Stefanie Clement – Orting Town Greeter

Mayor Penner read a Proclamation of the City of Orting honoring Stefanie Clement, Orting Town Greeter. Councilmember Gunther spoke and thanked Stefanie and acknowledged that she was chosen as town ambassador in 2015. Councilmembers Drennan and Bradshaw thanked Stefanie for all the years she has ridden her bike and greeted the town, and Councilmember Drennan asked that the town also preserve the first mile of the Foothills Trail in town.

4. PRESENTATION

A. Jones Setback Levee

Harold Smelt, SWM Engineering Manager for Pierce County, presented a power point presentation. Topics covered were:

- History of the project
- Corps of Engineers Continuing Authorization Program (CAP)
- Feasibility Study
- Work that has been done so far
- Proposal
- Next steps
- Schedule
- Frequently asked questions

Council discussion followed.

- Deputy Mayor Hogan stated that when the Wolfe levy was built, he was under the impression that it would be accreditable, and that did not happen.
- Councilmember Drennan asked if Pierce County was funding the levy, would design and construction be approached the same way. He expressed that the opportunity to upgrade the existing levy is being missed in favor of a new levy that greatly impacts homeowners.
- Councilmember Gunther expressed concerns over loss to access to City parks. He stated that parks and river access are vital to the City of Orting and their citizens. He also stated that he would like to know if Pierce County has looked at all ways the existing levy could be utilized, including looking at international flood control measures.
- Councilmember Kelly asked about how many potential acres will be acquired by Pierce County. He questioned whether the new levee will increase sedimentation, and if it will truly benefit citizens downstream.
- Councilmember Belot asked for clarification about what stage the project is in, and when the proposed location was decided. He also stated he would like to see data on what makes the existing levy substandard.
- Councilmember Williams expressed concerns about inflation making the cost of the new levee continue to rise above the projected cost, and whether there will also be a new bridge built.
- Councilmember Bradshaw asked to see data on when the existing levee was breached in prior years. He asked whether the new levee will create a wider flood plain and the effects on the natural beauty that is there now. He questioned whether the new levee will be accredited, and for flood studies to be shared with the Council and the citizens of Orting.
- Mayor Penner asked for clarification on salmon running in the river. He also questioned whether the new levy will be built to the same standards as the Wolfe Levy. He asked about accreditation, and whether Pierce County will be seeking accreditation for the new levy. He stated frustrations with the lack of information shared with the cities on the project.

5. CONSENT AGENDA- (Any consent items pulled for discussion).

- A. Regular Meeting Minutes of June 30th, 2021
- B. Payroll and Claims Warrants

Councilmember Drennan made a motion to approve consent agenda as prepared. Second by Councilmember Williams. Motion Passed 7-0.

6. EXECUTIVE SESSION

No executive session.

7. ADJOURNMENT

Deputy Mayor Hogan made a motion to adjourn. Second by Councilmember Williams. Motion Passed (7-0).

Mayor Penner recessed the meeting at 9:03pm.

ATTEST:

Kim Agfalvi, Acting City Clerk

Joshua Penner, Mayor

VOUCHER/WARRANT REGISTER
FOR JULY 28, 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.

JULY 2ND COUNCIL

CLAIMS WARRANTS #50123 THRU #50164
IN THE AMOUNT OF \$ 365,721.70
MASTERCARD EFT \$ 7,144.90

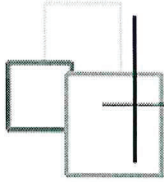
PAYROLL WARRANTS #23794 THRU #23795 = \$13,106.38
EFT \$ 128,092.02
IN THE AMOUNT OF \$ 141,198.40
Carry Over \$ 23410.30

ARE APPROVED FOR PAYMENT ON JULY 28, 2021

COUNCILPERSON _____

COUNCILPERSON _____

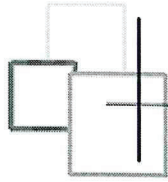
CITY CLERK _____



Fund Transaction Summary

Transaction Type: Invoice
Fiscal: 2021 - July 2021 - 2nd Council-7/28/2021

Fund Number	Description	Amount
001	Current Expense	\$33,286.06
101	City Streets	\$32,382.54
104	Cemetery	\$794.99
105	Parks Department	\$2,102.91
303	Emergency Evacuation Bridge Fund	\$100,756.25
401	Water	\$97,822.44
408	Wastewater	\$26,625.54
410	Stormwater	\$75,661.97
412	Utility Land Acquisition	\$3,433.90
	Count: 9	\$372,866.60

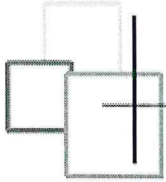


Register

Fiscal: 2021
 Deposit Period: 2021 - July 2021
 Check Period: 2021 - July 2021 - 2nd Council-7/28/2021

Number	Name	Print Date	Clearing Date	Amount
Key Bank	0032707010			
Check				
<u>EFT-JUNE2021 MasterCard</u>	Keybank-MasterCard	7/15/2021	7/13/2021	\$7,144.90
		Total	Check	\$7,144.90
		Total	0032707010	\$7,144.90
Key Bank	2000073			
Check				
<u>50123</u>	ACRnet CBS Branch	7/28/2021		\$139.50
<u>50124</u>	Airgas-USA LLC	7/28/2021		\$937.80
<u>50125</u>	Associated Petroleum Products INC	7/28/2021		\$1,987.86
<u>50126</u>	Automatic Wilbert Vault	7/28/2021		\$191.45
<u>50127</u>	Big J'S Outdoor Store	7/28/2021		\$99.32
<u>50128</u>	Business Solutions Center	7/28/2021		\$285.16
<u>50129</u>	Centurylink	7/28/2021		\$5,028.77
<u>50130</u>	City Of Tacoma	7/28/2021		\$585.00
<u>50131</u>	Culligan Seattle WA	7/28/2021		\$46.65
<u>50132</u>	DM Disposal Co., Inc	7/28/2021		\$1,677.85
<u>50133</u>	Drain-Pro INC	7/28/2021		\$225.00
<u>50134</u>	Employment Security Dept	7/28/2021		\$312.00
<u>50135</u>	E-Squared Systems,LLC	7/28/2021		\$196.92
<u>50136</u>	Flags A' Flying	7/28/2021		\$143.48
<u>50137</u>	Ford Motor Credit Company LLC	7/28/2021		\$1,103.78
<u>50138</u>	GreatAmerica Financial Svcs	7/28/2021		\$1,132.82
<u>50139</u>	KCDA Purchasing Cooperative	7/28/2021		\$319.28
<u>50140</u>	Law Offices of Matthew J Rusnak	7/28/2021		\$2,070.25
<u>50141</u>	Lawson Electric	7/28/2021		\$3,778.35
<u>50142</u>	Lemay Mobile Shredding	7/28/2021		\$60.00
<u>50143</u>	McClatchy Company LLC	7/28/2021		\$1,069.50
<u>50144</u>	Northeast Electric LLC	7/28/2021		\$87,062.91
<u>50145</u>	Owen Equipment Company	7/28/2021		\$14,436.88
<u>50146</u>	Palombi, Joe	7/28/2021		\$461.44
<u>50147</u>	Parametrix	7/28/2021		\$197,514.21
<u>50148</u>	Public Safety Testing	7/28/2021		\$142.00
<u>50149</u>	Puget Sound Energy	7/28/2021		\$22,898.65
<u>50150</u>	Puyallup, City of	7/28/2021		\$1,298.97
<u>50151</u>	Scientific Supply & Equip	7/28/2021		\$890.77
<u>50152</u>	SCORE	7/28/2021		\$8,938.00
<u>50153</u>	State of Washington Dept of Ecology	7/28/2021		\$56.00

Number	Name	Print Date	Clearing Date	Amount
<u>50154</u>	Sumner Lawn'n Saw	7/28/2021		\$30.22
<u>50155</u>	Ultimate Training Munitions	7/28/2021		\$1,197.70
<u>50156</u>	UniFirst Corporation	7/28/2021		\$352.97
<u>50157</u>	UniFirst First Aid + Safety	7/28/2021		\$57.32
<u>50158</u>	US BankNA Custody Treasury Div-Mony Cntr	7/28/2021		\$78.00
<u>50159</u>	Valley Sign	7/28/2021		\$218.80
<u>50160</u>	Visionary Office Furniture	7/28/2021		\$2,757.97
<u>50161</u>	Wa. State Dept. of Ecolog	7/28/2021		\$2,078.88
<u>50162</u>	Washington Rock Quarries,	7/28/2021		\$1,359.56
<u>50163</u>	Wex Bank	7/28/2021		\$2,199.13
<u>50164</u>	Whitworth Pest Solutions, INC	7/28/2021		\$300.58
		Total	Check	\$365,721.70
		Total	2000073	\$365,721.70
		Grand Total		\$372,866.60



Custom Council Report

Vendor	Number	Invoice	Account Number	Notes	Amount
ACRnet CBS Branch	50123	17497	001-518-10-41-01	Background Checks-Charchenko-Miller	\$139.50
				Total	\$139.50
Airgas-USA LLC	50124	9800761219	408-535-10-31-00	Meter Gas LEL Pen	\$937.80
				Total	\$937.80
Associated Petroleum Products INC	50125	0354385-IN	101-542-30-32-00	Fuel	\$198.78
			401-534-80-32-00	Fuel	\$795.14
			408-535-80-32-00	Fuel	\$795.14
			410-531-38-32-01	Fuel	\$198.80
				Total	\$1,987.86
Automatic Wilbert Vault	50126	72896	104-536-20-34-00	Wrap Around Cables	\$191.45
				Total	\$191.45
Big J'S Outdoor Store	50127	July2021-402	105-576-80-31-00	Uniform Items-Nale	\$49.66
			410-531-38-31-00	Uniform Items-Nale	\$49.66
				Total	\$99.32
Business Solutions Center	50128	109949	001-512-50-31-00	Forms-J&S	\$113.67
		110118	001-521-20-31-03	Parking Warning Stickers	\$80.12
		110145	001-513-10-31-00	Touch A Truck Flyers	\$91.37
				Total	\$285.16
Centurylink	50129	300549641-JULY2021	408-535-10-42-01	Sewer Phones	\$44.33
		300549818-JULY2021	001-514-23-42-00	City Phones	\$246.69
			001-524-20-42-00	City Phones	\$26.80
			101-542-63-47-03	City Phones	\$62.90
			401-534-10-42-01	City Phones	\$311.36
			408-535-10-42-01	City Phones	\$353.16
			410-531-38-42-01	City Phones	\$68.59
		300549906-JULY2021	401-534-10-42-01	Harman Springs	\$66.31
		300550216-JULY2021	408-535-10-42-01	Sewer Phones	\$194.71
		409178327-JULY2021	001-521-50-42-00	PD Repeater	\$70.89
		488147600-JULY2021	001-512-50-42-00		\$250.81
			001-514-23-42-00		\$429.96
			001-521-50-42-00		\$1,074.91
			001-524-20-42-00		\$107.49
			101-542-90-30-01		\$143.32

Vendor	Number	Invoice	Account Number	Notes	Amount
Centurylink	50129	488147600-JULY2021	105-576-80-31-06		\$214.98
			401-534-10-42-01		\$429.97
			408-535-10-42-01		\$501.62
			410-531-38-42-01		\$429.97
			Total		\$5,028.77
City Of Tacoma	50130	300076052-July2021	001-521-40-49-00	Shooting Range Rental	\$585.00
				Total	\$585.00
Culligan Seattle WA	50131	0610588 0620739	001-521-20-31-03	Water-PD	\$27.72
			001-521-20-31-03	Water-PD	\$18.93
			Total	\$46.65	
DM Disposal Co., Inc	50132	9952392 9972459	408-535-60-47-00	WWTP-Garbage Service	\$1,268.98
			408-535-60-47-00	WWTP-City Shop	\$408.87
			Total	\$1,677.85	
Drain-Pro INC	50133	84130 84308	408-535-60-48-04	Honey Bucket Service-Hand Sanitizer	\$25.00
			408-535-60-48-04	Honey Bucket Rental-Skate Park	\$200.00
			Total	\$225.00	
E-Squared Systems,LLC	50135	M258-5	401-534-10-31-00	City Shop Alarm	\$65.64
			408-535-10-41-14	City Shop Alarm	\$65.63
			410-531-38-31-00	City Shop Alarm	\$65.65
			Total	\$196.92	
Employment Security Dept	50134	000-945079-10-1 - 274-000-026	001-517-78-20-00	Unemployment 2nd QRT-Breske	\$312.00
				Total	\$312.00
Flags A' Flying	50136	93219	105-576-80-48-01	POW - MIA Flag	\$143.48
				Total	\$143.48
Ford Motor Credit Company LLC	50137	1766792-Lease Payment #33 - 2018 Ford F-150- 8487902	001-591-21-70-03	Lease Payment #33 - 2018 Ford F-150-P 8487902	\$955.47
			001-592-21-80-02	Lease Payment #33 - 2018 Ford F-150-l 8487902	\$148.31
			Total	\$1,103.78	
GreatAmerica Financial Svcs	50138	29708403	001-594-12-41-02	Phone Lease	\$79.30
			001-594-14-41-03	Phone Lease	\$135.94
			001-594-14-41-05	Phone Lease	\$33.98
			001-594-21-41-03	Phone Lease	\$339.85
			001-594-24-41-02	Phone Lease	\$33.98
			101-594-42-41-02	Phone Lease	\$45.31
			105-594-76-41-03	Phone Lease	\$33.98
			401-594-34-42-03	Phone Lease	\$135.94
			408-594-35-64-55	Phone Lease	\$158.59

Vendor	Number	Invoice	Account Number	Notes	Amount
GreatAmerica Financial Svcs	50138	29708403	410-594-31-41-42	Phone Lease	\$135.95
				Total	\$1,132.82
KCDA Purchasing Cooperative	50139	300560842	408-535-10-31-00	Trash Can Liners	\$319.28
				Total	\$319.28
Keybank- MasterCard	EFT- JUNE2021 MasterCard	0370-Gard-JUNE2021	001-521-40-49-00	Chiefs /Sheriffs Conference-Hotel	\$582.68
		1181-Lincoln-JUNE2021	001-524-20-31-01	Boots	\$327.00
		1397-Turner-JUNE2021	001-521-20-31-03	Water for Extreme Heat-COMmunity Outreach	\$28.40
			001-521-20-31-03	Wet-Dry Vacuum	\$98.36
			001-521-20-31-03	Power Adaptor-DC Jack	\$117.87
			001-521-50-48-02	Car Wash	\$10.00
			001-521-50-48-02	Car Wash	\$10.00
			001-521-50-48-02	Car Wash-Gard	\$15.00
			001-521-50-48-02	Car Wash	\$19.00
		1513-Kainoa-JUNE2021	001-512-50-31-00	Office Supplies	\$286.64
		1668-Finance-JUNE2021	001-513-10-31-00	City Clerk Adobe Reader	\$26.96
			001-513-10-31-00	Sign Holders for Council Meetings	\$63.38
			001-513-10-31-02	Plaque for J Montogmenry	\$65.58
			001-514-23-31-01	Stamps.Com Monthly Service Fee	\$19.66
			001-514-23-31-01	Stamps.Com Postage Deposit	\$500.00
			001-514-23-31-02	Ring For Patio	\$9.83
			001-514-23-31-02	Table Umbrella Umbrella Stand for Patio Table	\$28.62
			001-514-23-31-02	Scissors-Keybord & Mouse	\$40.31
			001-524-20-31-00	Labels-Red Sharpie	\$22.16
			401-534-10-31-00	Adobe Reader- Scanning	\$24.81
		1920-Gabreluk-JUNE2021	001-521-20-45-01	Firstnet Services	\$80.08
			001-521-50-48-02	Car Wash	\$15.00
			001-521-50-48-02	Car Wash	\$15.00
			001-521-50-48-02	Car Wash	\$15.00
		5423-Public Works- JUNE2021	101-542-30-31-02	Safety Vests	\$47.18
			101-542-30-48-02	25 Gallon Boomless Sprayer	\$35.42
			105-576-80-48-00	25 Gallon Boomless Sprayer	\$35.42
			105-576-80-48-01	Submersible Pond & Waterfall Pump	\$683.13
			401-534-10-31-00	External DVD Drive-Portable CD/DVD	\$16.60
			401-534-10-31-00	Copy Paper	\$33.19
			401-534-10-31-00	Vineager For Wells	\$62.43

Vendor	Number	Invoice	Account Number	Notes	Amount
Keybank- MasterCard	EFT- JUNE2021 MasterCard	5423-Public Works- JUNE2021	401-534-10-31-00	Comfort Chair	\$67.76
			401-534-10-31-00	Cross-Connection Manual- Tenth Edition	\$153.50
			401-534-10-31-04	Safety Vests	\$47.18
			401-534-50-48-02	25 Gallon Boomless Sprayer	\$35.42
			408-535-10-31-00	External DVD Drive-Portable CD/DVD	\$16.61
			408-535-10-31-00	Copy Paper	\$33.19
			408-535-10-31-00	Comfort Chair	\$67.77
			408-535-10-31-00	Lub	\$840.62
			408-535-10-31-00	55 Gallon Waste Receptacles-Lids	\$1,261.19
			408-535-10-31-05	Safety Vests	\$47.18
			408-535-50-48-02	25 Gallon Boomless Sprayer	\$35.42
			408-535-50-48-02	Decal-Flammable- No Smoking	\$130.89
			410-531-38-31-00	External DVD Drive-Portable CD/DVD	\$16.60
			410-531-38-31-00	Copy Paper	\$33.19
			410-531-38-31-00	Comfort Chair	\$67.77
			410-531-38-48-00	25 Gallon Boomless Sprayer	\$212.57
		7765-Montgomery-JUNE2021	001-513-10-31-00	Abobe Reader- Yearly	\$194.09
		8502-Police-JUNE2021	001-521-21-31-01	Evidence Shipping to WSP Crime Lab	\$10.71
			001-521-21-31-01	Evidence Shipping to WSP Crime Lab	\$20.05
			001-521-21-31-01	Evidence Shipping to WSP Crime Lab	\$20.27
			001-521-50-48-02	Car Wash	\$16.00
			001-521-50-49-01	NTOA Membershio- Taylor	\$50.00
		9853-Larson-JUNE2021	001-511-60-31-01	Flags-Flagpole Kit- Flag Spreader	\$375.88
			001-513-10-31-00	Batteries-Canopy Weights	\$56.33
				Total	\$7,144.90
Law Offices of Matthew J Rusnak	50140	353-July 2021	001-512-50-49-01	Court Appointed Attorney-July 2021	\$2,070.25
				Total	\$2,070.25
Lawson Electric	50141	1099	408-535-50-48-02	Lift Station Pump Repair	\$1,853.56
		1097	412-594-59-62-01	Install Receptacles for New Desk- Public Works	\$675.93
		1098	408-535-50-48-03	Rewire Chlorine Shed	\$1,248.86
				Total	\$3,778.35
Lemay Mobile Shredding	50142	4708523	401-534-10-31-00	Shredding	\$30.00

Vendor	Number	Invoice	Account Number	Notes	Amount
Lemay Mobile Shredding	50142	4708523	408-535-10-31-00	Shredding	\$30.00
				Total	\$60.00
McClatchy Company LLC	50143	38016	001-558-60-31-03	Setback Varuabce-Publication	\$203.03
			001-558-60-31-03	Public Hearing-Orting Municipal Code	\$251.37
			001-558-60-31-03	Public Hearing-Orting Municipal Code	\$267.35
			410-594-31-41-30	Village Green Outfall Replacement	\$347.75
				Total	\$1,069.50
Northeast Electric LLC	50144	Pay Request #1	401-594-34-63-08	Well 1 Control Improvements-Pay Request #1	\$45,220.68
		Pay Request #2	401-594-34-63-08	Well 1 Control Improvements-Pay Request #2	\$41,842.23
				Total	\$87,062.91
Owen Equipment Company	50145	00102435	401-534-50-48-04	Vactor Rental	\$2,062.07
			410-531-38-48-02	Vactor Rental	\$11,685.08
		00102451	410-531-38-48-02	Quick Clamp	\$689.73
				Total	\$14,436.88
Palombi, Joe	50146	JULY2021-400	001-521-20-31-01	Speaker Mic	\$35.59
			001-521-20-31-01	Handcuff Belt	\$161.30
			001-521-20-31-01	Cap-Handcuff Chain-Flashlight	\$264.55
				Total	\$461.44
Parametrix	50147	27681	410-594-31-41-37	Levee FEMA O&M Manual-PM	\$226.27
			410-594-31-41-37	Levee-Add Service Mitigation Plan Revision	\$1,236.25
			410-594-31-41-37	Levee-Add Service Project Management	\$2,028.75
			410-594-31-41-37	Levee-Construction Admin Assistance-Expenses	\$2,839.63
			410-594-31-41-37	Levee-Add Service Post High Water Evaluation	\$39,883.74
		27682	001-558-60-41-01	General Development-Schoenbachler Property Line	\$900.00
			001-558-60-41-01	General Consulting-General	\$1,097.50
			001-558-60-41-01	General Development	\$3,278.75

Vendor	Number	Invoice	Account Number	Notes	Amount
Parametrix	50147	27682	101-542-30-41-01	General Consulting- Streets	\$865.00
			401-534-10-41-01	General Consulting- Water	\$265.00
			401-594-34-41-01	Well 1 Booster PS VFD Integration- Project Management	\$120.00
			401-594-34-41-01	Well 1 Booster PS VFD Integration- Programming Services	\$193.75
			408-535-10-41-01	General Consulting- Sewer	\$907.50
			408-535-10-41-21	General Consulting- Telemetry O&M	\$193.75
			408-594-35-41-12	WWTP Improvments- Project Management	\$270.00
			408-594-35-63-37	Lift Station Improvements Constructio Management- Project	(\$230.00)
			408-594-35-63-37	Lift Station Improvements Constructio Management-Office Engineering	\$265.00
			408-594-35-63-37	Lift Station Improvements Constructio Management- Project Setup	\$600.00
			410-531-39-41-01	General Consulting- Storm	\$9,147.50
			410-594-31-41-30	VG Outfall Replacement- Preliminary Plans	\$36.25
			410-594-31-41-30	VG Outfall Replacement- Project Management	\$85.00
			410-594-31-41-30	VG Outfall Replacement- Permitting	\$1,485.00
			410-594-31-41-30	VG Outfall Replacement-Final Design	\$4,496.25
			410-594-31-41-37	LEvee FEMA O&M Manual-LAMP Support	\$170.00
		27683	001-524-20-41-02	Bridgewater Plat- Design Review	\$120.00
			001-524-20-41-02	Majestic View Estates-Final Plat	\$170.00
			001-524-20-41-02	Belfair Estates- Construction Services	\$363.75
		27684	303-595-90-40-01	Emergency Evacuation Bridge- Engineer's Estimate	\$38.75
			303-595-90-40-01	Emergency Evacuation Bridge- 90% PS7E Review	\$271.25

Vendor	Number	Invoice	Account Number	Notes	Amount		
Parametrix	50147	27684	303-595-90-40-01	Emergency Evacuation Bridge-Project Management	\$613.75		
			303-595-90-40-01	Emergency Evacuation Bridge-Environmental Process/Permitting	\$3,392.50		
			303-595-90-40-01	Emergency Evacuation Bridge-90% Contract Specs	\$4,930.00		
			303-595-90-40-01	Emergency Evacuation Bridge-90% Ontract Plans	\$91,510.00		
		27686	101-595-10-40-04	Kansas Street SW Preliminary Design-Subconsultants	\$454.80		
			101-595-10-40-04	Kansas Street SW Preliminary Design-Fixed Fee	\$492.74		
			101-595-10-40-04	Kansas Street SW Preliminary Design-Preliminary Engineering	\$881.03		
			101-595-10-40-04	Kansas Street SW Preliminary Design-Project Management	\$3,704.12		
			101-595-10-40-04	Kansas Street SW Preliminary Design-Survey	\$20,210.63		
			Total				\$197,514.21
Public Safety Testing	50148	2021-380	001-521-20-31-05	Subscription Fees-2nd QRT	\$142.00		
				Total			
Puget Sound Energy	50149	200001247663-JULY2021	408-535-50-47-02		\$196.76		
		200001247812-JULY2021	101-542-63-47-03	Street Lights	\$31.72		
		200001248190-JULY2021	105-576-80-47-01	North Park	\$11.04		
		200001248372-JULY2021	401-534-50-47-08	Well 3	\$296.47		
		200001248539-JULY2021	001-525-50-47-01	Lahar Siren	\$11.83		
		200001532189-JULY2021	105-576-80-47-02	Main Park	\$188.28		
			105-576-80-47-03	Bell Tower	\$80.69		
			200002708986-JULY2021	408-535-50-47-05	VG Lift Station	\$265.37	
		200003766280-JULY2021	001-518-20-40-03	City Hall-Train Street	\$145.41		
		200009717931-JULY2021	401-534-50-47-04		\$70.11		
		200010396542-JULY2021	105-576-80-47-01	North Park	\$80.70		
		200010396733-JULY2021	401-534-50-47-11	Well 4 Pump Station	\$4,388.85		
			200010629346-JULY2021	101-542-63-47-01	City Shop-Calistoga	\$10.49	
			104-536-50-47-01	City Shop-Calistoga	\$8.37		
			401-534-50-47-01	City Shop-Calistoga	\$12.58		
			408-535-50-47-01	City Shop-Calistoga	\$10.49		
		200013874264-JULY2021	408-535-50-47-04		\$9,339.22		
		200014994134-JULY2021	408-535-50-47-05	VG Lift Station	\$87.66		
		200019613294-JULY2021	104-536-50-47-02	Cemetery Shop	\$595.17		
		200021421298-JULY2021	408-535-50-47-06	Rainier Meadows	\$60.47		
200022934653-JULY2021	001-575-50-47-01	MPC	\$477.54				

Vendor	Number	Invoice	Account Number	Notes	Amount		
Puget Sound Energy	50149	200024404523-JULY2021	408-535-50-47-02	Lift Station 1	\$94.77		
		220011476581-JULY2021	408-535-50-47-03	High Cedars Lift Station	\$117.91		
		220015220399-JULY2021	101-542-63-47-03	Street Lights	\$75.51		
		220020534461-JULY2021	101-542-63-47-01	City Shop-Rocky Road	\$44.48		
			401-534-50-47-01	City Shop-Rocky Road	\$44.48		
			408-535-50-47-01	City Shop-Rocky Road	\$44.48		
		220022116432-JULY2021	001-512-50-47-01	City Hall-Bridge Street	\$55.02		
			001-514-21-47-01	City Hall-Bridge Street	\$275.11		
			001-521-50-47-00	City Hall-Bridge Street	\$550.21		
			001-524-20-32-05	City Hall-Bridge Street	\$41.27		
			401-534-50-47-01	City Hall-Bridge Street	\$151.30		
			401-534-50-47-01	City Hall-Bridge Street	\$151.31		
			408-535-50-47-01	City Hall-Bridge Street	\$151.31		
		300000002406-JULY2021	101-542-63-47-03	Street Lights	\$4,732.27		
				Total	\$22,898.65		
		Puyallup, City of	50150	AR114239	001-521-40-49-00	2021 Metro Tactical Response Training-SRO Boone	\$1,298.97
						Total	\$1,298.97
Scientific Supply & Equip	50151	31450299	408-535-10-31-04	Lab Supplies	\$779.56		
		31450434	408-535-10-31-04	Lab Supplies	\$111.21		
				Total	\$890.77		
SCORE	50152	5345-Jail Fees-June 2021	001-523-60-41-00	June 2021 Jail Fees	\$8,678.00		
			001-523-60-41-00	Hospital Transport-James	\$260.00		
		5366		Total	\$8,938.00		
State of Washington Dept of Ecology	50153	27400002620	408-535-50-47-14	Hazardous Waste And Toxics Reduction Program	\$56.00		
				Total	\$56.00		
Sumner Lawn'n Saw	50154	78130	105-576-80-48-01	Edger Blade-FA1144	\$30.22		
				Total	\$30.22		
Ultimate Training Munitions	50155	212318	001-521-20-31-01	9MM MMR Kit	\$1,197.70		
				Total	\$1,197.70		
UniFirst Corporation	50156	330 1761024	408-535-10-31-03	Uniform Item-Protective Services	\$183.05		

Vendor	Number	Invoice	Account Number	Notes	Amount
UniFirst Corporation	50156	330 1763136	408-535-10-31-03	Uniform Item- Protective Services	\$169.92
				Total	\$352.97
UniFirst First Aid + Safety	50157	A425795	101-542-30-31-02	First Aid Supplies- Public Works	\$14.33
			401-534-10-31-04	First Aid Supplies- Public Works	\$14.33
			408-535-10-31-05	First Aid Supplies- Public Works	\$14.33
			410-531-38-31-00	First Aid Supplies- Public Works	\$14.33
				Total	\$57.32
US BankNA Custody Treasury Div-Mony Cntr	50158	122-Fees for Safekeeping- 4/1/2021-6/30/2021	001-514-23-49-06	Fees for Safekeeping- 4/1/2021-6/30/2021	\$27.30
			101-542-90-40-01	Fees for Safekeeping- 4/1/2021-6/30/2021	\$3.90
			105-576-80-41-09	Fees for Safekeeping- 4/1/2021-6/30/2021	\$3.92
			401-534-90-40-02	Fees for Safekeeping- 4/1/2021-6/30/2021	\$11.69
			408-535-90-40-02	Fees for Safekeeping- 4/1/2021-6/30/2021	\$19.50
			410-531-90-40-02	Fees for Safekeeping- 4/1/2021-6/30/2021	\$11.69
				Total	\$78.00
Valley Sign	50159	2879	105-576-80-48-00	Repair to Memorial Wall	\$218.80
				Total	\$218.80
Visionary Office Furniture	50160	21128	412-594-59-62-01	Desk for Public Works	\$2,757.97
				Total	\$2,757.97
Wa. State Dept. of Ecolog	50161	2021-BA0020303	408-535-50-47-12	Hazardous Waste & Toxics Reduction Program	\$2,078.88
				Total	\$2,078.88
Washington Rock Quarries,	50162	25885	401-534-50-48-02	Gravel Backfill for Walls	\$45.13
		25886	101-542-30-48-02	Crushed Rock	\$328.61
			105-576-80-48-00	Crushed Rock	\$328.61
			401-534-50-48-02	Crushed Rock	\$657.21
				Total	\$1,359.56
Wex Bank	50163	72888586	001-521-20-32-00	Fuel-PD	\$2,199.13
				Total	\$2,199.13

Vendor	Number	Invoice	Account Number	Notes	Amount
Whitworth Pest Solutions, INC	50164	2452111	001-514-21-48-01	Pest Control-Bridge Street	\$300.58
				Total	\$300.58
				Grand Total	\$372,866.60



City Of Orting Council Agenda Summary Sheet

	Agenda Bill #	Recommending Committee	Study Session Dates	Regular Meeting Dates
Subject: - South Sound Housing Affordability Partners (SSHAP)	AB21-18	N/A	2.17.21 7.21.21	7.28.21
	Department:	Executive		
	Date Submitted:	2.8.2021		
Cost of Item:		<u>\$ N/A</u>		
Amount Budgeted:		<u>\$ N/A</u>		
Unexpended Balance:		<u>\$ N/A</u>		
Bars #:		N/A		
Timeline:		Discussion item		
Submitted By:		Scott Larson		
Fiscal Note: N/A				
Attachments:				
<p>SUMMARY STATEMENT:</p> <p>Pierce County is growing faster than King County. The rise of virtual platforms like Zoom has prompted knowledge workers to flock to “Zoom towns.” Spanaway tops the list of toughest places in the US to buy a home.” The Pandemic has drawn renters away from central city neighborhoods and rents have risen in outlying areas like Puyallup, Federal Way, Auburn and Orting. Between 2020 and 2050 the region needs 810,000 additional housing units to accommodate future growth, and over one-third of future units will need to be affordable to moderate. SSHAP would like to collaborate to create a workplan with each City to create a path for affordable housing solutions.</p> <p>SSHAP staff will work with each participating government to create service and support plans designed around their unique needs and interests. Some workplan activities will be universally applicable for all members. Housing need while acute, varies from community to community in terms of the type of housing and income spectrum. For this reason, the workplan will encompass various approaches to creating affordable/attainable housing.</p> <p>Participation in SSHAP is voluntary and the Mayor would like to determine the City Council’s interest in entering into an Interlocal Agreement.</p> <p>Since the Study Session meeting on July 21, 2021, staff have drafted an enabling resolution that provides for automatic withdrawal of authorization to be part of SSHAP after two years. In the event that Council wants to continue the relationship after two years, the ILA will have to be re-approved.</p>				
<p>RECOMMENDED ACTION: <u>Motion</u>: To Authorize the Mayor to execute an intergovernmental agreement for the City of Orting to join the South Sound Housing Affordability Partners.</p>				

**CITY OF ORTING
WASHINGTON
RESOLUTION NO. 2021-09**

**A RESOLUTION OF THE CITY OF ORTING,
WASHINGTON, AUTHORIZING THE MAYOR TO
EXECUTE AN INTERGOVERNMENTAL AGREEMENT
FOR THE CITY OF ORTING TO JOIN THE SOUTH
SOUND HOUSING AFFORDABILITY PARTNERS**

WHEREAS, recent studies have shown that housing opportunities and housing affordability are challenging within the Orting Valley and Pierce County as a whole, with more than 60% of home-owning households and almost 40% of renters spending a disproportionately high percentage of their income on housing costs; and

WHEREAS, in the last five years, rents in Pierce County increased by 50% while household income increased by just 4%; and

WHEREAS, recognizing the magnitude of housing issues in the City and across the region, the City of Orting was invited to participate in efforts to explore the formation of an enduring coalition that could assist cities in Pierce County in making needed progress on this vital issue while honoring the unique needs and circumstances of each jurisdiction; and

WHEREAS, those collaborative efforts led to the development of the South Sound Housing Affordability Partners (SSHAP), a coalition to create a sustainable pathway to greater housing opportunity in Pierce County while honoring the individual community needs and circumstances in Orting and neighboring cities; and

WHEREAS, the group has developed an Intergovernmental Agreement to govern the formation, purpose and goals, and operations of SSHAP, a copy of which is attached hereto as Exhibit A; and

WHEREAS, the City Council believes that investment in SSHAP will benefit the residents of Orting by providing support of policy and program development to address housing issues;

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF ORTING, WASHINGTON, DOES RESOLVE AS FOLLOWS:

Section 1. Authorization. The Orting City Council hereby authorizes the Mayor to execute the Intergovernmental Agreement (IGA) for SSHAP, South Sound Housing Affordability Partners, attached hereto as Exhibit A and incorporated herein by this reference.

Section 2. Automatic Withdrawal of Authorization. The authorization set forth herein shall automatically terminate two (2) years from the date of the first meeting of the Executive Board of SSHAP, and the Mayor will provide written notice to the Executive Board of SSHAP on that date consistent with the terms of the IGA, unless the Council takes affirmative action by motion or resolution to authorize the continued participation in SSHAP prior to the end of the two (2) year period.

Section 3. Effective Date. This Resolution shall be effective upon passage.

Section 4. Corrections Authorized. The City Clerk is authorized to make necessary corrections to this Resolution, including but not limited to correction of clerical errors.

**PASSED BY THE CITY COUNCIL AT A REGULAR MEETING THEREOF ON THE
28th DAY OF July, 2021.**

CITY OF ORTING

Joshua Penner, Mayor

ATTEST/AUTHENTICATED:

Kim Agfalvi, Acting City Clerk

Approved as to form:

Charlotte A. Archer
Inslee Best
City Attorney

**Intergovernmental Agreement for SSHA³P
South Sound Housing Affordability Partners**

(Effective Date: **Date of Execution**)

This Intergovernmental Agreement ("Agreement") is entered into by and between the Cities of **??**, Pierce County (each municipal corporations and political subdivisions of the State of Washington), and the Puyallup Tribe of Indians, a **federally-recognized Indian tribe** (the Tribe) Individually each member of SSHA³P is a "Party" and collectively, the "Parties". This Agreement relates to the creation and operation of a joint undertaking among the Parties hereto to be known as the South Sound Housing Affordability Partners ("SSHA³P"). This Agreement is made pursuant to the Interlocal Cooperation Act, chapter 39.34 RCW, and has been authorized by the legislative body of each government.

WHEREAS, the recent increases in the cost to purchase or rent housing in Pierce County has resulted in more than one-third of all households in the county considered cost-burdened, paying more than 30% of their income for housing costs; and

WHEREAS, in the past decade increases in Pierce County median home sales prices (108%) and rental rates (78%) have dramatically outpaced the increases in median household incomes (10%); and

WHEREAS, the recent global pandemic has placed new pressures on the housing market, with the economic downturn resulting in many households unable to afford rent or mortgage payments, anticipated increases in the number of evictions and foreclosures (including among those small rental property owners who have not been receiving rental payments), and at the same time increased demand for purchasing homes due to historically low interest rates and the large increase in the number of those now working remotely; and

WHEREAS, the Parties have a common goal to ensure the availability of housing that meets the needs of residents and workers at all income levels in Pierce County, including but not limited to families, veterans, and seniors; and

WHEREAS, the Parties share a common goal to eliminate housing inequities for all races, ethnicities and other vulnerable or marginalized communities and geographic locations in Pierce County; and

WHEREAS, the Parties wish to provide a sound base of housing policies and programs in Pierce County and to complement the efforts of local governments and existing public and private organizations to address housing needs in Pierce County; and

WHEREAS, the Parties wish to act cooperatively to formulate policies that create access to affordable/attainable housing policies and strategies that address housing stability by helping homeowners and renters stay in their homes, ensure an ample housing supply that remains affordable for all income levels, provide incentives for affordable/attainable housing for lower and middle income households, foster efforts to preserve and provide access to affordable/attainable housing by combining public funding with private-sector resources, and support implementation of the goals of the Washington State (the "State") Growth Management Act, related countywide planning policies, and other local policies and programs relating to providing access to affordable and attainable housing, and to do so efficiently and expeditiously; and

WHEREAS, the Parties have determined that the most efficient and effective way for the Parties to address access to affordable and attainable housing needs in Pierce County is through cooperative action and pooling their resources to create a larger scale of activities than any one Party could accomplish on their own, achieve economies of scale, and leverage other public and private resources; and

WHEREAS, the intent of this cooperative undertaking is not to duplicate efforts of non-profit corporations and other entities already providing affordable/attainable-housing-related services; and

WHEREAS, a cooperative work plan with a primary focus on the production and preservation of affordable/attainable housing, is needed because the lack of access to affordable/attainable housing is one of the key contributors to homelessness;

WHEREAS, the Parties are each empowered to promote the public health, safety, and welfare, pursuant to RCW 36.32.120(7), RCW 35.22.195, and RCW 35A.11.020; and

WHEREAS, the parties are authorized by Revised Code of Washington 39.34 to enter into agreements for the joint exercise of governmental powers.

NOW, THEREFORE, the Parties agree to the above Recitals and the following terms and conditions:

1. DEFINITIONS. The following terms used in this Agreement are defined as follows:

a. *Administering Agency* - One or more of the Parties that will provide administrative support services on behalf of SSHA³P. The role of the Administering Agency will be to serve as the fiscal agent for SSHA³P, in accordance with the requirements of chapter 39.34 RCW, and provide space and administrative support for the SSHA³P staff. These roles could be provided by one Party or the roles could be split and provided by two Parties.

b. *Advisory Board* - A board consisting of 15 to 20 community members and/or key stakeholders appointed by the Executive Board to provide advice and recommendations to the Executive Board on policy needs related to housing stability, program design and development, land and/or funding resource allocation for enhancing access to affordable/attainable housing projects, and other immediate affordable/attainable housing needs, and to provide public education and community outreach support.

c. *Area of Activity* - The area in Pierce County where SSHA³P is expected to conduct its work, and where future expansion of SSHA³P membership could occur, as further described in Exhibit A.

d. *Direct Service Housing* - Direct service housing programs may include but are not limited to relocation assistance programs, rent voucher and/or deposit loan programs.

e. *Executive Board* - The governing board for SSHA³P comprised of members as provided herein, which will act on behalf of all Parties and as may be in the best interest of SSHA³P in order to carry out the purposes of this Agreement.

f. *SSHA³P Fund* - A fiduciary fund established by the Administering Agency, as authorized by RCW 39.34.030, to be known as the "Operating Fund of the SSHA³P Executive Board". Within the SSHA³P Fund may be established various subfunds and/or subaccounts including but not limited to a "SSHA³P Operating Account" and a "Housing Capital Funds Account".

i. *SSHA³P Operating Account* - A subaccount or subfund created by the Administering Agency for the receipt of contributions from the Parties and other private or public

entities, for the purpose of paying for the operations of and supporting the SSHA³P annual budget.

ii. *Housing Capital Funds Account* - A subaccount or subfund established by the Administering Agency within the SSHA³P Fund for the purpose of administering the voluntary contributions of Parties, or other public or private entities, to affordable/attainable housing projects and programs, to be known as the SSHA³P Housing Capital Funds Account. The amounts in the Housing Capital Funds Account will be held and disbursed by the Administering Agency.

iii. *Individual Account(s)* - One or more subaccounts or subfunds established within the Housing Capital Funds Account for each Party to this Agreement that chooses to contribute to the Housing Capital Funds Account. Contributions to an Individual Account from a Party may be released only upon, and in accordance with, the written direction of that Party.

g. *SSHA³P Executive Manager* - The managing lead staff for SSHA³P will be responsible for carrying out the SSHA³P annual work plan, as developed by the Executive Board, and other terms of this Agreement. The Executive Manager will be an employee of the Administering Agency subject to the human resource rules and requirements of that agency.

h. *SSHA³P Staff* - The full-time and part-time staff hired or assigned by the Administering Agency with the responsibility for carrying out the SSHA³P work plan, under the direction of the SSHA³P Executive Manager.

2. PURPOSE. All Parties to this Agreement have responsibility for local, regional and tribal planning for the provision of housing affordable to residents that work and/or live in Pierce County. The Parties agree to act cooperatively to formulate housing policies that address access to affordable/attainable housing, housing stability and to foster efforts to preserve and create affordable/attainable housing by combining public funding or other resources with private-sector resources. In order to accomplish the purposes of this Agreement, the Parties agree to create a joint, voluntary and cooperative undertaking responsible for administering the activities described herein. The cooperative undertaking among the Parties will be called the South Sound Housing Affordability Partners ("SSHA³P"). The Parties further intend that this Agreement serve as a framework for all participating municipalities within the broader SSHA³P Area of Activity to do the aforementioned work. It is the intent of the

Parties to create a collaboration that involves members representing broad geographic diversity across the county, governments of different sizes, and regional perspectives about affordable, attainable and accessible housing needs and solutions. The Parties encourage other cities and tribes and other public and private entities in Pierce County within the SSHA³P Area of Activity to join the Parties in this endeavor.

3. STRUCTURE; CREATION OF JOINT BOARD. By executing this Agreement, the Parties hereto create a joint board pursuant to RCW 39.34.030(4) to govern SSHA³P. The joint board created by this Agreement will be called the "Executive Board" and will be composed of members as provided for in Section 5.a of this Agreement. The Joint Board created in this Agreement is not a separate legal or administrative entity within the meaning of RCW 39.34.030(3). The Executive Board will act on behalf of all Parties and as may be in the best interest of SSHA³P in order to carry out the purposes of this Agreement. The Executive Board is not authorized to own assets or have employees.

4. RESPONSIBILITIES AND AUTHORITY. In order to carry out the purposes of SSHA³P and this Agreement, the Executive Board will have the responsibility and authority to:

a. Create and implement an annual work plan approved by the Executive Board to guide the work of SSHA³P Staff. The work plan will include activities that may benefit multiple participating jurisdictions or individual jurisdictions. The work plan activities will be consistent with the purpose described in this Agreement. The Executive Board will determine how it will track, monitor and report on progress on the work plan and the timeliness of deliverables. For purposes of accountability and transparency, this will include methods for timely reporting to members and to the public.

b. Make decisions regarding the allocation of public and private funding deposited into the SSHA³P Housing Capital Funds Account for the purpose of enhancing access to affordable/attainable housing.

c. Recommend to the Administering Agency to enter into agreements with third parties for the use and application of public and private funds contributed by individual Parties to the SSHA³P Fund, including the Housing Capital Funds Account established in Section 14, under terms and conditions as may be agreed by the individual contributing Parties, as further described in Section 14. At least annually, report to the Parties on the geographic

distribution of all housing capital funds as recommended by the SSHA³P Executive Board.

d. Guide the SSHA³P Staff in the performance of the following duties:

- i. Provide recommendations to the Parties regarding local and regional policies to improve access to affordable/attainable housing. SSHA³P Staff may assist the Parties in developing strategies and programs to achieve State Growth Management Act housing goals, growth targets, local Comprehensive Plan Housing Element goals, and local housing strategy plans, as appropriate.
- ii. SSHA³P Staff may provide technical assistance as requested to any Party considering adoption of land use incentives or requirements, or programs to enhance access to affordable/ attainable housing. SSHA³P Staff may research model programs, develop draft legislation, prepare briefing materials and make presentations to planning commissions and councils on request by a Party. SSHA³P Staff may assist Parties in developing strategies and programs to implement county-wide affordable/attainable housing policies to meet State Growth Management Act objectives, growth targets, local Comprehensive Plan Housing Element goals, and local housing strategy plans for an equitable and rational distribution of low- and moderate-income housing.
- iii. Facilitate cooperation between the private and public sector with regard to the provision of and access to affordable/attainable housing. SSHA³P Staff may communicate directly with private developers, financial institutions, non-profit corporations and other public entities to assist in the implementation of affordable/attainable housing projects. SSHA³P Staff may work directly with any Party to provide technical assistance with regard to the public funding of affordable/attainable housing projects and the implementation of affordable/attainable housing regulatory agreements for private developments.

- iv. SSHA³P Staff may also identify public and private sites that are available for affordable/attainable housing and develop housing alternatives for such sites.
- v. After the Housing Capital Fund is created, develop standard regulatory agreements acceptable to private and public financial institutions to facilitate the availability of funding for private and public projects containing affordable/attainable housing, and other documents and procedures as appropriate.
- vi. Provide other technical advice to any Party upon request and, as staff capacity allows, enter into agreements to provide technical assistance to other public entities on a reimbursable basis.
- vii. Provide support and educational activities and to monitor legislative and regulatory activities and proposed policy changes related to enhancing access to affordable/attainable housing at the county, state and federal levels. Ensure that the Parties to this Agreement have a strong Pierce County voice in federal, state and regional decision making regarding affordable/attainable housing programs, policy and funding. All lobbying activities will comply with state laws and regulations.
- viii. After the Housing Capital Fund is created, develop and carry out procedures for monitoring of affordable/attainable units and to administer direct service housing programs on behalf of any Party.
- ix. Work directly with other public and private entities for the development of affordable/attainable housing policies and encourage the provision and preservation of affordable/attainable housing.
- x. Work with the Advisory Board appointed under this Agreement and Pierce County agencies and organizations working on regional housing stability and access to affordable and attainable housing, identify trends and promising practices, and mobilize those agencies and organizations to

support Pierce County positions in regional, state and federal decision-making forums.

- xi. Support public and private fundraising efforts of public and private entities (including non-profit corporations) to raise funds to carry out the purposes of this Agreement. Enter into agreements with those entities for the use of such funds in order to carry out the purposes of this Agreement.
- xii. As recommended by the Executive Board, accept public and private funding, receive and invest those funds in accordance with State and Federal law, and take other appropriate and necessary action to carry out the purposes of this Agreement.

5. EXECUTIVE BOARD.

a. Membership. SSHAP³ will be governed by an Executive Board composed of individuals who represent the perspectives of their governments.

- For cities/towns: Members will either be Mayors or, as designated by the Mayor, Council members or a City Manager/Administrator.
- For tribes: Members will be the Tribal Council Chair or a member of the Tribal Council as designated by the Chair.
- For the county: Members will be the County Executive, and the County Council Chair (or their designee).

Each Party will have one vote on the Executive Board. For purposes of voting, the County shall be considered an individual Party and entitled to one vote. The vote will be split equally between the County's two Executive Board members.

Municipalities, local governments, tribes and public agencies within the Area of Activity may become Parties to this Agreement with representation on the Executive Board described in this Section 5, upon satisfaction of the requirements of Section 20.

The Executive Board will administer this cooperative undertaking under the terms of this Agreement and under any procedures adopted by the Executive Board.

b. Officers. The Chair and Vice Chair of the Executive Board will be elected by the members of the Board from the Board membership. The Chair, or in their absence the Vice Chair, will preside over all meetings of the Executive Board; and will, in the

absence of an Executive Manager provided for in Section 6 of this Agreement, process issues, organize meetings and provide for administrative support as required by the Executive Board. The Chair will serve a one-year term, but may be reelected by the Executive Board for one additional term.

c. Alternate Member. Each member of the Executive Board may designate one alternate member who will serve in the place of the member on the Executive Board during the member's absence from a meeting. Notice of the designation will be provided to the Chair of the Executive Board. An alternate member may only vote on behalf of the Party if the Chair has received written notice of the alternate's appointment. It is not intended that alternates will serve on the Board in an ongoing capacity.

d. Powers. It is intended that the Executive Board will serve as a decision-making body for SSHAP. The Executive Board will have the power to:

- i. develop and recommend an annual budget and annual work plan for SSHAP and oversee the management of the SSHAP Fund;
- ii. adopt procedures for the administration of SSHAP (including securing any necessary legal counsel as needed) and for the conduct of meetings;
- iii. make recommendations to the Parties concerning planning, policy, programs and the funding of projects to enhance access to affordable/attainable housing;
- iv. establish policies for the expenditure of SSHAP budgeted items;
- v. work with the designated Administering Agency (see Section 6) to carry out the terms of this Agreement;
- vi. work with the Administering Agency to establish a special fund within the Administering Agency as authorized by RCW 39.34.030, to be known as the "Operating Fund of the SSHAP Executive Board" ("SSHAP Fund") within which Fund may be established various accounts and subaccounts including but not limited to a "SSHAP Operating Account" (into which will be deposited funding for the SSHAP operating budget) and a "Housing Capital Funds Account";
- vii. hold regular meetings on those dates and at those places as the Executive Board may designate;
- viii. recommend that the Administering Agency enter into contracts and agreements for the provision of personnel and other necessary services to SSHAP,

including accounting and legal services and the purchase of insurance, and advise the Administering Agency to execute such other contracts, agreements or other legal documents necessary with public and private entities for SSHA³P to carry out its purposes;

- ix. work with the Administering Agency to: establish the responsibilities for the SSHA³P Executive Manager, conduct the hiring process and performance review for that position and direct and oversee the activities of the SSHA³P Executive Manager;
- x. create a recruitment process and appoint members of the Advisory Board;
- xi. assist with incorporating and/or work with a non-profit corporation to accept grants, donations and other funds on behalf of SSHA³P and recommend the Administering Agency to enter into contracts or other agreements with such agency for the use of those funds to carry out the purposes of this Agreement; and
- xii. take whatever other action is necessary to carry out the purposes of this Agreement.

6. ADMINISTRATION AND OVERSIGHT. The Executive Board will have final decision-making authority on behalf of SSHA³P over all legislative priorities and administrative matters within the scope of this Agreement. The Executive Board may delegate responsibility for general oversight of the operations of SSHA³P to an Executive Manager. The SSHA³P Executive Manager will submit quarterly budget performance and progress reports on the status of the work program elements to the Executive Board and annually to the legislative body of each Party. The reports and their contents will be in a form acceptable to the Executive Board.

The Executive Board will, by two-thirds supermajority vote, designate one or more of the Parties to serve as the Administering Agency, which will provide administrative support services on behalf of SSHA³P. To change the Administering Agency, the Executive Board will, by two-thirds supermajority vote, designate one or more of the Parties to serve as the Administering Agency. Each Party that serves in the capacity of Administering Agency hereby agrees to comply with the terms of this Agreement applicable to the Administering Agency in order to permit SSHA³P to carry out its purposes. SSHA³P will be staffed with personnel funded by the Parties and/or independent contractors contracting with the Administering Agency on behalf of SSHA³P.

Any Party providing personnel to SSHA^{3P} will remain solely responsible for the continued payment of all compensation and benefits to those personnel as well as for any worker's compensation claims. All Parties will cooperate fully in assisting SSHA^{3P} to provide the services authorized in this Agreement.

7. MEETINGS OF EXECUTIVE BOARD.

a. Frequency. The Executive Board will meet as often as it deems necessary, but not less often than quarterly. Executive Board meetings will comply with the requirements of the State Open Public Meetings Act (OPMA).

b. Quorum. A quorum at any meeting of the Executive Board will consist of the Board members (or alternates) who represent a simple majority of the Board's membership.

c. Action. No action may be taken except at a meeting where a quorum exists. Action by the Executive Board requires an affirmative vote by a majority of the Board members present at a meeting, provided however, that a supermajority (two-thirds of all Board members) will be required to change the Administering Agency, or to modify the proposed contribution methodology for dues and assessments (see Section 15). Official action by the Executive Board may be conducted by motion, resolution, declaration, or such means as determined to be necessary by the Executive Board in their procedures for conducting meetings (referred to in 5.d above), provided however, changing the Administering Agency or Agencies shall be completed by resolution. All official action of the Executive Board shall be recorded in its official minutes. Each Executive Board member, or his or her alternate, will have one vote on any proposed action; except that shared member voting shall be in accordance with the Executive Board's approval under Section 5 (a). Proxy voting will not be allowed. To the extent applicable to meetings of the Executive Board, the Executive Board will comply with applicable requirements of the Washington State Open Public Meetings Act (chapter 42.30 RCW).

8. ADVISORY BOARD.

a. Purpose and Role. The Executive Board will create an Advisory Board to provide advice and recommendations on the work of SSHA^{3P}. Specific objectives shall be to advise the Executive Board regarding: assessment of affordable/attainable housing needs for different populations in Pierce County; the development of policies and/or funding resources to meet those needs; the priorities for allocation of future SSHA^{3P} capital resources to

create or preserve access to affordable/attainable housing; input on program design and development related to housing affordability and stability; suggested approaches to federal, state and regional legislative advocacy; and providing support for public education and community outreach activities. The Advisory Board will be created before the end of the first year of SSHA³P operations (with the start of the year defined as the hiring of the SSHA³P Executive Manager).

b. Membership. The Advisory Board will consist of not more than twenty (20) and not less than fifteen (15) community members and/or key stakeholders. The Executive Board will appoint members to the Advisory Board. Appointed members must have knowledge and understanding of affordable/attainable housing and be committed to the furtherance of improving access to affordable/attainable housing for all in Pierce County. Membership should reflect a geographic diversity of Pierce County cities, towns, tribes and unincorporated areas. Membership will reflect one-third consumers of affordable/attainable housing (rental and ownership housing), one-third developers, designers, planners, managers of affordable/attainable housing, and one-third advocates and advisors who work on land use and housing issues.

c. Terms. Appointments will be for a three-year term. When the Advisory Board is created, the initial terms of members shall be staggered as follows:

- One-third shall be appointed for a one-year term
- One-third shall be appointed for a two-year term
- One-third shall be appointed for a three-year term

The membership categories of the Advisory Board, described in section 8.b above, will be evenly distributed across the three initial terms.

d. Recruitment and Termination. The Executive Board will adopt procedures for the recruiting, convening and administration of the Advisory Board. A member may be removed from the Advisory Board by the Executive Board with or without cause on a majority vote of membership of the Executive Board.

e. Officers. When the Advisory Board has been duly created, the members shall elect a Chair and Vice Chair, who will be responsible for working with the SSHA³P Executive Manager to set agendas and facilitate meetings.

f. Conflict of Interest. Members of the Advisory Board shall comply with Ch. 42.23 RCW, the Code of Ethics for Municipal Officers. It is the responsibility of each Board Member to declare

potential conflicts of interest. The Chair shall be responsible for mediating differences of opinion on these matters as they may arise.

9. MEETINGS OF ADVISORY BOARD.

a. Frequency. The Advisory Board will meet as often as it deems necessary, but not less often than quarterly.

b. Quorum. A quorum at any meeting of the Advisory Board will consist of the Board members who represent a simple majority of the Board's membership. Advisory Board members may participate in any meeting by phone and/or video conferencing for all purposes, including but not limited to voting and establishing a quorum.

c. Action. No action may be taken except at a meeting where a quorum exists. Action by the Advisory Board requires an affirmative vote by a majority of those members attending a Board meeting where a quorum exists. Official action by the Advisory Board may be conducted by motion, resolution, declaration, or other means as determined to be necessary by the Advisory Board. Proxy voting is not allowed. To the extent applicable to meetings of the Advisory Board, the Advisory Board will comply with applicable requirements of the Washington State Open Public Meetings Act (chapter 42.30 RCW).

10. AGREEMENT DURATION. This Agreement will be in full force and effect for a period commencing as provided in Section 34, and ending December 31, 2023. This Agreement will automatically renew for successive two-year terms, unless sooner terminated under the provisions of this Agreement.

11. TERMINATION OF AGREEMENT. This Agreement may be terminated at any time by affirmative vote of a majority of the legislative bodies of the Parties to this Agreement. Parties may consider multiple factors/reasons for termination, including but not limited to the timeliness of work plan deliverables and the sufficiency of dues to support the work plan and SSHA³P staff.

Upon termination of this Agreement, all property acquired during the life of the Agreement will be disposed of in the following manner:

a. all property contributed without charge by any Party will revert to the contributing Party;

b. all property purchased on behalf of SSHA³P after the effective date of this Agreement will be distributed to the Parties based on each Party's pro rata contribution to the overall budget at the time the property was purchased;

c. except as provided in Subsection d. below, all unexpended or reserve funds will be distributed to the Parties based on each Party's pro rata contribution to the overall budget in effect at the time the Agreement is terminated;

d. all uncommitted monies in the Housing Capital Funds Account will be distributed to the Parties by remitting the total uncommitted amounts remaining in each Party's Individual Account (as described in Section 14) to that Party; and

e. each Party that has funded a project through the Housing Capital Funds Account will be substituted for the Administering Agency with regard to all project financing documents, and the Administering Agency will be released from further obligations with respect thereto.

12. WITHDRAWAL. If a Party wishes to withdraw from participation in this Agreement, it may do so after the initial term if its Legislative Body first gives six months advance written notice to the Executive Board of its intention to withdraw, which notice will be due on or before June 30, 2023. If notice of an intent to withdraw is timely received, withdrawal will be effective as of 11:59 p.m. on December 31, 2023. The initial members of SSHA³P agree they will participate for at least through the first full term of the collaboration.

After December 31, 2023, an opportunity is provided once per year for a Party to withdraw from this Agreement. Under this provision, advance written notice must be provided from the Legislative Body of any Party to this agreement to the Executive Board on or before June 30, of its intention to withdraw from participation in the Agreement, effective as of 11:59 p.m. on December 31st of that current year.

Any Party withdrawing from this Agreement will remain legally and financially responsible for any obligation incurred by the Party pursuant to the terms of this Agreement, including but not limited to any project financing documents executed by the Administering Agency on behalf of that Party, during the time the withdrawing Party was a member of SSHA³P. A notice of withdrawal may be revoked by the Party that submitted the notice only by approval of a majority of the Executive Board to accept the revocation. Any

Party that provides written notice of its intent to withdraw may continue to vote on all matters before the Executive Board prior to the effective date of its withdrawal, except the budget and work plan for the following year.

13. BUDGET. The fiscal year for SSHA^{3P} will be January 1 to December 31 of any year. The first year budget and anticipated second year budget for SSHA^{3P} are attached to this Agreement as Exhibit B and incorporated herein by this reference. Approval of this Agreement by the legislative body of each Party includes approval of the SSHA^{3P} budgets through the first full term of the agreement. For subsequent years, on or before July 1st of each year, a recommended operating budget for SSHA^{3P} for the following budget year will be prepared, reviewed and recommended by the Executive Board and transmitted to each Party. The recommended operating budget will contain an itemization of all categories of budgeted expenses and will contain an itemization of the amount of each Party's contribution, including in-kind services, toward that budget. Contributions to the SSHA^{3P} annual budget may also come from other public or private entities. The Executive Board will approve acceptance of those contributions.

a. No recommended budget will become effective until approved by the legislative body of each Party and adopted by the Executive Board, except for SSHA^{3P}'s first full term (2021, 2022 and 2023). Once the legislative body of each Party has approved its contribution to SSHA^{3P}, either separately or through its budget process, and the SSHA^{3P} budget has been adopted by the Executive Board, each Party will be obligated to make whatever contribution(s) is budgeted for that Party. If a Party does not approve the budget in a timely manner, the Executive Board may adopt the annual budget and work plan with a two-thirds majority vote.

b. Each Party's contribution(s) will be transmitted to SSHA^{3P} on an annual basis no later than the end of the first quarter of each calendar year, unless otherwise provided in the budget document. The Administering Agency will submit invoices to each Party for their annual dues payments. Each Party will specify the amount of its contribution to be deposited by the Administering Agency into the SSHA^{3P} Operating Account, as well as the amount, *if any*, to be deposited into the Party's Individual Account within the SSHA^{3P} Housing Capital Funds Account established by Section 14.

c. If any Party is delinquent by more than three months in the payment of its approved operating budget contribution to

the SSHA³P Operating Account, that Party will not be entitled to vote on matters before the Executive Board until the delinquency has been paid. A Party's decision not to contribute funds to its Individual Account, or its delinquency in funding the same will not affect that Party's voting rights on the Executive Board.

14. HOUSING CAPITAL FUNDS ACCOUNT ESTABLISHED; PROCEDURES FOR ADMINISTERING HOUSING CAPITAL FUNDS ACCOUNT CONTRIBUTIONS. If authorized by resolution of the Executive Board, the Administering Agency may establish and maintain a subaccount or subfund within the SSHA³P Fund for the purpose of administering the contributions of Parties, or other public or private entities, to affordable/attainable housing projects and programs, to be known as the SSHA³P Housing Capital Funds Account. The amounts in the Housing Capital Funds Account will be held and disbursed by the Administering Agency as described in this Agreement.

a. Within the Housing Capital Funds Account, a sub-account or subfund will be established for each Party to this Agreement that chooses to contribute to the Housing Capital Funds Account. Such sub-accounts are collectively referred to as the "Individual Accounts." The Executive Board will work with the Administering Agency to create policies and procedures for the release of those funds.

b. A subaccount may be established within each Individual Account for each project or program funded in whole or part by a Party from its Individual Account. Such sub-accounts are referred to as "Project Accounts." The intent is to create a structure that enables each Party to easily track the use of their contributed funds.

c. The Administering Agency will maintain records sufficient to separately track the deposits, withdrawals and interest earnings, within each Individual Account and each Project Account, and will provide quarterly reports to all Parties as to the status of funds in each Individual Account and Project Account. The Administering Agency's responsibilities under this Section may be delegated to the SSHA³P Executive Manager to the extent consistent with applicable law and as the Administering Agency and Executive Board may agree.

d. Funds transmitted to SSHA³P for deposit in the Housing Capital Funds Account will be held by the Administering Agency on behalf of SSHA³P until directed for application by the contributing Party (as described in 14.a. above). Uncommitted funds in an Individual Account will be remitted to the contributing

Party within 45 days of receipt of written request from the Party signed by its chief executive officer, or upon the Party's withdrawal from SSHA³P in accordance with the terms of Section 12, or on the dissolution of SSHA³P per Section 11.

e. Funds held by the Administering Agency on behalf of SSHA³P will be subject to laws applicable to public funds, including but not limited to limitations on investments for public funds as provided in State law and the State constitutional limitations on the gifting of public funds. Investment earnings will be credited to each Individual Account and Subaccount on a pro rata basis.

f. The Executive Board will develop standard forms of approvals and agreements to be used in the application of funds contributed to the Housing Capital Funds Account (collectively referred to as "project financing documents"), consistent with the following goals and procedures:

- i. The SSHA³P Executive Board will authorize the application of specified amounts of Individual Account monies to projects or programs consistent with the purpose of the SSHA³P Capital Fund, and will authorize and recommend the SSHA³P Executive Manager, and the Administering Agency to take such actions as necessary to accomplish this. At least two weeks prior to the Executive Board action they will notify the individual parties whose funds will be used for such projects or programs of the various terms to accompany their authorizations, and will at a minimum include terms related to:
 1. amount of funds allocated;
 2. project description, including minimum affordability requirements, if any;
 3. nature of the funding commitment (loan, grant, or other);
 4. in the event the funding commitment is provided as a loan, the general repayment terms including but not limited to the term of the loan and applicable, interest rate(s); and
 5. a general description of the security interests, if any, to be recorded in favor of the Party.
- ii. For each individual housing project or program to be funded through the Housing Capital Funds Account, the developer, owner or administrator of such project or program (generally referred to as

the "developer"), will enter into the necessary set of agreements (project financing documents) with the Administering Agency. The project financing documents will specify that the Administering Agency is acting as administering agency on behalf of each Party that is providing Housing Capital Funds Account funding to the project or program pursuant to this Agreement and RCW 39.34.030(4), and will identify each participating funding Party. The project financing documents will be consistent with general forms of agreement approved by the Executive Board and the terms and conditions approved by the legislative bodies of the funding Parties. To the extent permitted by law, the project financing agreements will incorporate all terms and conditions relative to the use and (if applicable) repayment of such funds, and provide for transfer of the Housing Capital Funds Account monies from the funding Parties to the developer.

- iii. Funding contributions to, and repayments (if any) from, specific projects and programs will be recorded by the Administering Agency, including recording of monies deposited and withdrawn from each Party's Individual Account and Project Accounts. Repayments (if any) under any project financing agreement will be applied *pro rata* to the funding Parties' Individual Accounts based on the ratio of funding contributed to the project by each Party, unless the funding Parties otherwise agree.
- iv. Unless the Parties funding a project or program through the Housing Capital Funds Account otherwise agree, a default, termination or other action against a developer or other third party may be declared only after securing approval in writing of the chief executive officers of funding Parties which together have contributed not less than 51% of the total SSHA³P member funding to the project. The Administering Agency will provide reasonable notice and information regarding the status of projects as necessary to each funding Party's chief executive officer to allow them to make a timely decision in this regard. Funding Parties not consenting to such default, termination or other action will be bound by the decision of the majority. All funding Parties will be obligated on

a pro rata basis (based on their contributions to the project) to pay to the Administering Agency its reasonable costs and expenses incurred as a result of declaring a default, terminating an agreement or taking other action against a developer or other third party. Any funds recovered through such enforcement proceedings will be allocated to the funding Parties Individual Accounts pro rata based on their respective funding contributions to a project.

- v. The Executive Board may from time to time authorize the Administering Agency to administer housing project agreements entered into before the effective date of this Agreement, upon terms consistent with this Agreement and subject to the consent of the Administering Agency and the Parties to such agreements.

15. DUES, ASSESSMENTS AND BUDGET AMENDMENTS. Contributions to the SSHA³P Operating fund will be based on groupings of like-sized cities (based on population), or whatever contribution methodology is approved by a two-thirds majority of the Executive Board. Funding for the activities of SSHA³P will be provided solely through the budgetary process. Unless otherwise specified in this Agreement, no dues, charges or assessments will be imposed or required of the Parties except upon unanimous vote of the membership of the Executive Board and ratification by the legislative body of each Party subject to the dues, charges or assessments. An approved budget (the overall revenues and expenditures) will not be modified until approved by the legislative body of each Party and finally adopted by the Executive Board. If a Party agrees to totally fund an additional task to the work program, not currently approved in the budget, the task may be added to the work plan and the budget amended to reflect the funding of the total cost of such task by the requesting Party, upon approval by a majority of the membership of the Executive Board without approval by the individual Parties. Notwithstanding the foregoing, contributions by a Party to its Individual Account within the Housing Capital Funds Account will be solely within the discretion of that Party and are not considered "dues or assessments."

16. PUBLIC RECORDS REQUESTS. Each party to this agreement shall be responsible for retaining and producing the records it creates, owns or uses, in accordance with applicable public records access and retention laws and regulations. Nothing in this Section

is intended to require a Party to collect or produce records that are not prepared, owned, used, or retained by that agency as defined by the Public Records Act (RCW 42.56), other than as provided for herein.

The Administering Agency shall be responsible for maintaining and storing, in compliance with the state Public Records Act (Chapter 42.56 RCW), those records of the Executive Board and Advisory Committee that are created by the Administering Agency in connection with this Agreement (SSHA^{3P} Records). SSHA^{3P} records may include, but are not limited to, Executive Board and Advisory Committee meeting agendas, meeting summaries, reports, plans, budgets, and other related documents. For purposes of the Public Records Act, the SSHA^{3P} Executive Manager shall serve as the Public Records Officer with respect to requests for SSHA^{3P} records and the Administering Agency shall be responsible for ensuring compliance with RCW 42.56.152 (Training-Public Records Officers). Upon receipt of a request for SSHA^{3P} records, the SSHA^{3P} Executive Manager, serving as the SSHA^{3P} Public Records Officer, shall timely share the request with the Parties. In the event that the SSHA^{3P} Executive Manager shares a request for SSHA^{3P} records with the Parties, each party notified by the SSHA^{3P} Executive Manager shall cooperate with the SSHA^{3P} Executive Manager as requested to fulfill the request. Parties who receive requests for SSHA^{3P} records or records related to SSHA^{3P} are also encouraged, but not required, to share those with the SSHA^{3P} Executive Manager.

Each party shall indemnify and hold the other party to this Agreement harmless for any and all claims, demands, damages, lawsuits, liabilities, losses, liens, expenses including reasonable attorney's fees and costs arising from a public records require (collectively "Claims"), to the extent attributed to the indemnitor party's Fault. The term "Fault" as used herein shall have the same meaning as set forth in RCW 4.22.015. This obligation to indemnify and hold the other party harmless shall survive termination of this Agreement.

17. INDEMNIFICATION AND HOLD HARMLESS.

a. Each Party will indemnify, defend and hold other Parties (including without limitation the Party serving as, and acting in its capacity as, SSHA^{3P}'s Administering Agency), their officers, officials, agents and volunteers harmless from any and all claims, injuries, damages, losses or suits including attorney fees, arising out of that Party's wrongful acts or omissions in connection with the performance of its obligations under this Agreement, except to the extent the injuries or damages are caused

by another Party. If there is any recovery under this Section, the Party responsible for any wrongful acts or omissions will pay any judgment or lien arising from the acts or omissions, including all costs and other Parties' reasonable attorney's fees. If more than one Party is held to be at fault, the obligation to indemnify and to pay costs and attorney's fees, will be only to the extent of the percentage of fault allocated to each respective Party by a final judgment of the court.

b. If a court of competent jurisdiction determine that this Agreement is subject to RCW 4.24.115, then, in the event of liability for damages arising out of bodily injury to persons or damages to property caused by or resulting from the concurrent negligence of a Party (including without limitation the Party serving as, and acting in its capacity as, SSHAP's Administering Agency), its officers, officials, employees, and volunteers, the Party's liability hereunder will be only to the extent of the Party's negligence. It is further specifically and expressly understood that the indemnification provided herein constitutes the Party's waiver of immunity under Industrial Insurance Title 51 RCW, solely for the purpose of this indemnification. This waiver has been mutually negotiated by the Parties. The provisions of this Section will survive the expiration or termination of this Agreement.

c. Each Party (including without limitation the Party serving as, and acting in its capacity as, SSHAP's Administering Agency) will give the other Parties proper notice of any claim or suit coming within the purview of these indemnities.

18. INSURANCE. The Executive Board, SSHAP Executive Manager and the Administering Agency will take such steps as are reasonably practicable to minimize the liability of the Parties associated with their participation in this Agreement, including but not limited to the utilization of sound business practice. The Executive Board will determine which, if any, insurance policies may be reasonably practicably acquired to cover the operations of SSHAP and the activities of the Parties pursuant to this Agreement (which may include general liability, errors and omissions, fiduciary, crime and fidelity insurance), and will direct the acquisition of same.

19. AMENDMENTS. Any amendments to this Agreement must be in writing. This Agreement may be amended upon approval of the legislative bodies of all Parties to this Agreement, evidenced by the authorized signatures of those Parties as of the effective date of the amendment. This Section will not be construed to

require amendment of this Agreement for the addition of a new Party contemplated under Section 20 or for any related revision to Executive Board membership authorized in Section 5(a) or Advisory Board membership in Section 8(b). The Executive Board will review this Agreement, no less than every five years, to determine if the purposes of SSHA^{3P} are being achieved and if any amendments or modifications to the Agreement are needed.

20. ADDITIONAL PARTIES. Municipalities, local governments, tribes, and public agencies within the SSHA^{3P} Area of Activity may, on execution of the Agreement and approval of the budget and work plan by its legislative body, become a Party to this Agreement on affirmative vote of at least fifty percent of the Executive Board. The Executive Board will determine by a vote of at least fifty percent of its membership what, if any, funding obligations the additional Party will commit to as a condition of becoming a Party to this Agreement.

21. SEVERABILITY. The invalidity of any clause, sentence, paragraph, subdivision, section or portion of this Agreement, will not affect the validity of the remaining provisions of the Agreement.

22. CONFLICT RESOLUTION. Whenever any dispute arises between the Parties or between a Party or Parties, the Executive Board, or the Administering Agency (referred to collectively in this Section as the "Parties") under this Agreement which is not resolved by routine meetings or communications, the parties agree to seek resolution of such dispute in good faith by meeting, as soon as feasible. The meeting will include the Chair of the Executive Board, the SSHA^{3P} Executive Manager, and the representative(s) of the Parties involved in the dispute. If the parties do not come to an agreement on the dispute, any party may pursue mediation through a process to be mutually agreed to in good faith between the parties within 30 days, which may include binding or nonbinding decisions or recommendations. The mediator(s) will be individuals skilled in the legal and business aspects of the subject matter of this Agreement. The parties to the dispute will share equally the costs of mediation and assume their own costs.

23. SURVIVABILITY. Notwithstanding any provision in this Agreement to the contrary, the provisions of Section 10 (Agreement Duration), Section 11 (Termination of Agreement), Section 12 (Withdrawal), Section 16 (Public Records Requests), and Section 17 (Indemnification and Hold Harmless) will remain operative and in full force and effect, regardless of the withdrawal or termination of any Party or the termination of this Agreement.

24. WAIVER. No term or provision of this Agreement will be deemed waived and no breach excused unless that waiver or consent is in writing and signed by the Party claimed to have waived or consented.

25. SUBSEQUENT BREACH. Waiver of any default will not be deemed a waiver of any subsequent default. Waiver of breach of any provision of this Agreement will not be deemed to be a waiver of any other or subsequent breach and will not be construed to be a modification of the terms of the Agreement unless stated to be such through written approval of all Parties.

26. NOTICE. Any notice to the Executive Board will be in writing and will be addressed to the Chair of the Executive Board and to the SSHAP Executive Manager. In the absence of a SSHAP Executive Manager, notice will be given to the chief executive officer of the Administering Agency. Any notice to an Officer or Party will be sent, to the address specified by the chief executive officer of the Party.

27. ASSIGNMENT. No Party may sell, transfer or assign any of its rights or benefits under this Agreement without Executive Board approval.

28. APPLICABLE LAW AND VENUE. This Agreement and any rights, remedies, or obligations provided for in this Agreement will be governed, construed, and enforced in accordance with the substantive and procedural laws of the State. The Parties agree that the venue for any legal action under this Agreement is in the County in which a project is located, provided that the venue for any legal action against Pierce County may be filed in accordance with RCW 36.01.050.

29. RETAINED RESPONSIBILITY AND AUTHORITY. Parties retain the responsibility and authority for managing and maintaining their own internal systems and programs related to affordable/attainable housing activities.

30. INDEPENDENT CONTRACTORS. Each Party to this Agreement is an independent contractor with respect to the subject matter of this Agreement. No joint venture or partnership is formed as a result of this Agreement.

Nothing in this Agreement will make any employee of one Party an employee of another party for any purpose, including, but not limited to, for withholding of taxes, payment of benefits, worker's

compensation pursuant to Title 51 RCW, or any other rights or privileges accorded by virtue of their employment. No Party assumes any responsibility for the payment of any compensation, fees, wages, benefits or taxes to or on behalf of any other Party's employees. No employees or agents of one Party will be deemed, or represent themselves to be, employees of another Party.

31. NO THIRD PARTY BENEFICIARIES. This Agreement is for the benefit of the Parties only, and no third party will have any rights under this agreement.

32. NONDISCRIMINATION. The Parties will comply with the nondiscrimination requirements of applicable federal, state and local statutes and regulations.

33. COUNTERPARTS. This Agreement may be signed in counterparts and, if so signed, will be deemed one integrated Agreement. Parties will submit copies of signed Agreements to the Administering Agency, or to Pierce County before an Administering Agency is selected.

34. FILING AND EFFECTIVE DATE; PRIOR AGREEMENTS. This Agreement will become effective (Date of Execution), subject to its approval by the legislative bodies of all jurisdictions who are members of SSHA³P as of (Date of Execution), and, pursuant to RCW 39.34.040, upon recording this Agreement or posting this Agreement on a Party's web site or other electronically retrievable public source. Although this Agreement may be approved and signed by a Party after the Agreement's effective date, all acts consistent with the authority of this Agreement that occur on or after , (Date of Execution), are hereby ratified and affirmed, and the terms of this Agreement will be deemed to have applied.

(Signature Page Follows)

Approved and executed this _____ day of _____, 2019.

Name of Party: _____ Approved as to form

By: _____ City Attorney
Its: _____

Exhibit A – SSHA³P Area of Activity (Map)

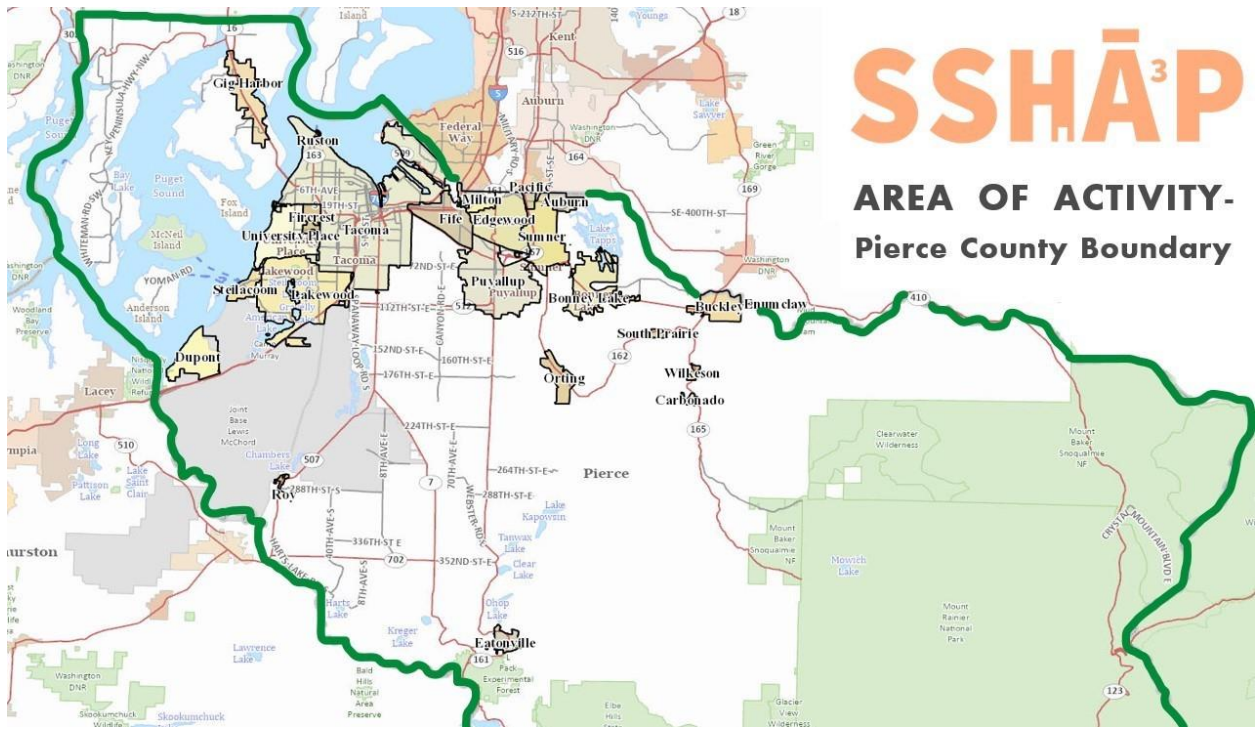


EXHIBIT B – SSHA³P Budgets for First 2.5 Years

NOTE: The following budgets are draft and won't be finalized until the final number of member governments are identified. The numbers may also change depending the amount of outside revenue raised.

The following provides draft budgets for years 1 (6 months of operations) 2 and 3. There are two scenarios: one in which ten governments participate and the other in which 16 governments participate.

DRAFT BUDGET PROPOSAL (10 Governments)

YEAR 1 (2021) - 1 FTE

Funding for 6 Months Operations

Annual Expense Budget

Full-time manager with salary/taxes/benefits	\$	154,000
Administrative & policy support with salary/taxes/benefits (3 months)	\$	-
Direct Expenses - travel, phone, postage	\$	12,000
Insurance	\$	15,000
Space	\$	12,000
SubTotal	\$	193,000
<i>10% Overhead/Administration Fee</i>	\$	19,300
TOTAL	\$	212,300
Cost for 6 months of Operations:	\$	106,150

Revenue Budget

Outside sources* (Philanthropy, aligned organizations)	\$	7,500
Office Space (in-kind donation) [Pro-rated]	\$	6,000
Shared among participating governments (see below)	\$	92,650
TOTAL	\$	106,150

Shares for participating governments:

	Population (OFM 2021 est)	% of Population	Grouped by Population Size
Auburn	10,050	1%	\$ 2,250
Fife	10,360	1%	\$ 2,250
Gig Harbor	11,490	1%	\$ 2,250
Lakewood	60,330	7%	\$ 8,500
Puyallup	43,040	5%	\$ 6,500
Puyallup Tribe	6,000	1%	\$ 1,500
Steilacoom	6,555	1%	\$ 1,500
Sumner	10,500	1%	\$ 2,250
Tacoma	214,700	27%	\$ 22,000
Unincorporated Pierce Co	436,840	54%	\$ 46,000
TOTAL	809,865		\$ 95,000

YEAR 2 (2022) - 1.5 FTE
10 Governments Providing Full Year of Operations Funding

Annual Expense Budget

Full-time manager with salary/taxes/benefits/inflation for 2nd year	\$	159,390
Administrative & policy support with salary/taxes/benefits/inflation 2nd yr	\$	67,636
Direct Expenses - travel, phone, postage	\$	12,420
Insurance	\$	15,000
Space	\$	12,000
SubTotal	\$	266,446
10% Overhead/Administration Fee	\$	26,645
TOTAL	\$	293,090

Revenue Budget

Outside sources (Philanthropy, aligned organizations)	\$	15,000
Office Space (in-kind donation)	\$	12,000
Shared among participating governments (see below)	\$	266,090
TOTAL	\$	293,090

Shares for participating governments:

	Population (OFM 2021 est)	% of Population	Grouped by Population Size
Auburn	10,050	1%	\$ 5,250
Fife	10,360	1%	\$ 5,250
Gig Harbor	11,490	1%	\$ 5,250
Lakewood	60,330	7%	\$ 22,000
Puyallup	43,040	5%	\$ 15,500
Puyallup Tribe	6,000	1%	\$ 4,250
Steilacoom	6,555	1%	\$ 4,250
Sumner	10,500	1%	\$ 5,250
Tacoma	214,700	27%	\$ 66,000
Unincorporated Pierce Co	436,840	54%	\$ 134,000
TOTAL	809,865		\$ 267,000

YEAR 3 (2023) - 1.5 FTE
10 Governments Providing Full Year of Operations Funding

Annual Expense Budget

Full-time manager with salary/taxes/benefits/inflation for 3rd year	\$	164,969
Administrative & policy support with salary/taxes/benefits/inflation 3rd yr	\$	70,003
Direct Expenses - travel, phone, postage	\$	12,855
Insurance	\$	15,000
Space	\$	12,000
SubTotal	\$	274,826
10% Overhead/Administration Fee	\$	27,483
TOTAL	\$	302,309

Revenue Budget

Outside sources (Philanthropy, aligned organizations)	\$	15,000
Office Space (in-kind donation)	\$	12,000
Shared among participating governments (see below)	\$	275,309
TOTAL	\$	302,309

Shares for participating governments:

	Population (OFM 2021 est)	% of Population	Grouped by Population Size
Auburn	10,050	1%	\$ 5,434
Fife	10,360	1%	\$ 5,434
Gig Harbor	11,490	1%	\$ 5,434
Lakewood	60,330	7%	\$ 22,770
Puyallup	43,040	5%	\$ 16,043
Puyallup Tribe	6,000	1%	\$ 4,399
Steilacoom	6,555	1%	\$ 4,399
Sumner	10,500	1%	\$ 5,434
Tacoma	214,700	27%	\$ 68,310
Unincorporated Pierce Co	436,840	54%	\$ 138,690
TOTAL	809,865		\$ 276,345

DRAFT BUDGET PROPOSAL (16 Governments)
YEAR 1 (2021) - 1 FTE
Funding for 6 Months Operations

Annual Expense Budget

Full-time manager with salary/taxes/benefits	\$	154,000
Administrative & policy support with salary/taxes/benefits (3 months)	\$	-
Direct Expenses - travel, phone, postage	\$	12,000
Insurance	\$	15,000
Space	\$	12,000
SubTotal	\$	193,000
<i>10% Overhead/Administration Fee</i>	\$	19,300
TOTAL	\$	212,300
Cost for 6 months of Operations:	\$	106,150

Revenue Budget

Outside sources* (Philanthropy, aligned organizations)	\$	7,500
Office Space (in-kind donation) [Pro-rated]	\$	6,000
Shared among participating governments (see below)	\$	92,650
TOTAL	\$	106,150

Shares for participating governments:

	Population (OFM 2021 est)	% of Population	Grouped by Population Size
Auburn	10,050	1%	\$ 2,000
Dupont	9,605	1%	\$ 2,000
Edgewood	13,000	1%	\$ 2,000
Fife	10,360	1%	\$ 2,000
Fircrest	6,860	1%	\$ 2,000
Gig Harbor	11,490	1%	\$ 2,000
Lakewood	60,330	7%	\$ 7,000
Milton	6,845	1%	\$ 2,000
Orting	8,675	1%	\$ 2,000
Puyallup	43,040	5%	\$ 5,000
Puyallup Tribe	6,000	1%	\$ 1,000
Steilacoom	6,555	1%	\$ 1,000
Sumner	10,500	1%	\$ 2,000
Tacoma	214,700	24%	\$ 20,000
University Place	33,730	4%	\$ 5,000
Unincorporated Pierce Co	436,840	49%	\$ 41,000
TOTAL	888,580		\$ 98,000

YEAR 2 (2022) - 1.5 FTE
16 Governments Providing Full Year of Operations Funding

Annual Expense Budget

Full-time manager with salary/taxes/benefits/inflation for 2nd year	\$	159,390
Administrative & policy support with salary/taxes/benefits/inflation for 2nd year	\$	67,636
Direct Expenses - travel, phone, postage	\$	12,420
Insurance	\$	15,000
Space	\$	12,000
SubTotal	\$	266,446
10% Overhead/Administration Fee	\$	26,645
TOTAL	\$	293,090

Revenue Budget

Outside sources (Philanthropy, aligned organizations)	\$	15,000
Office Space (in-kind donation)	\$	12,000
Shared among participating governments (see below)	\$	266,090
TOTAL	\$	293,090

Shares for participating governments:

	Population (OFM 2021 est)	% of Population	Grouped by population size
Auburn	10,050	1%	\$ 5,000
Dupont	9,605	1%	\$ 5,000
Edgewood	13,000	1%	\$ 5,000
Fife	10,360	1%	\$ 5,000
Fircrest	6,860	1%	\$ 3,000
Gig Harbor	11,490	1%	\$ 5,000
Lakewood	60,330	7%	\$ 20,000
Milton	6,845	1%	\$ 3,000
Orting	8,675	1%	\$ 5,000
Puyallup	43,040	5%	\$ 12,000
Puyallup Tribe	6,000	1%	\$ 3,000
Steilacoom	6,555	1%	\$ 3,000
Sumner	10,500	1%	\$ 5,000
Tacoma	214,700	24%	\$ 60,000
University Place	33,730	4%	\$ 12,000
Unincorporated Pierce Co	436,840	49%	\$ 120,000
TOTAL	888,580		\$ 271,000

YEAR 3 (2023) - 1.5 FTE
16 Governments Providing Full Year of Operations Funding

Annual Expense Budget

Full-time manager with salary/taxes/benefits/inflation for 3rd year	\$	164,969
Administrative & policy support with salary/taxes/benefits/inflation for 3rd year	\$	70,003
Direct Expenses - travel, phone, postage	\$	12,855
Insurance	\$	15,000
Space	\$	12,000
SubTotal	\$	274,826
10% Overhead/Administration Fee	\$	27,483
TOTAL	\$	302,309

Revenue Budget

Outside sources (Philanthropy, aligned organizations)	\$	15,000
Office Space (in-kind donation)	\$	12,000
Shared among participating governments (see below)	\$	275,309
TOTAL	\$	302,309

Shares for participating governments:

	Population (OFM 2021 est)	% of Population	Grouped by population size
Auburn	10,050	1%	\$ 5,175
Dupont	9,605	1%	\$ 5,175
Edgewood	13,000	1%	\$ 5,175
Fife	10,360	1%	\$ 5,175
Fircrest	6,860	1%	\$ 3,105
Gig Harbor	11,490	1%	\$ 5,175
Lakewood	60,330	7%	\$ 20,700
Milton	6,845	1%	\$ 3,105
Orting	8,675	1%	\$ 5,175
Puyallup	43,040	5%	\$ 12,420
Puyallup Tribe	6,000	1%	\$ 3,105
Steilacoom	6,555	1%	\$ 3,105
Sumner	10,500	1%	\$ 5,175
Tacoma	214,700	24%	\$ 62,100
University Place	33,730	4%	\$ 12,420
Unincorporated Pierce Co	436,840	49%	\$ 124,200
TOTAL	888,580		\$ 280,485