

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

#### **Section 4. Operation of the Tactical Response Team**

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

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

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

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

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

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

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

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

#### **Section 5. Activations/Call Outs**

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

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

#### **Section 6. Budgeting and Cost-Sharing**

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

Agency with the largest population.

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

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

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

#### **Section 7. Claims – Notice and Processing**

- A. **Notice of Claim:** In the event a claim is filed against a Signatory Agency or its employees for actions arising from their conduct on behalf of the TRT, the Signatory Agency shall promptly notify the other Signatory Agencies that the claim has been initiated. Any documentation, including the claim or legal complaints, shall promptly be provided to each Signatory Agency.
- B. **Designation of Lead Jurisdiction:** There shall be a lead jurisdiction for processing any claim filed with a Signatory Agency for alleged damages/injuries that occur as a result of TRT activities. The lead jurisdiction shall be the jurisdiction that served as the Primarily Responsible Agency for the incident during which the action subject to the claim took place. If the claim involves acts/omissions that did not occur during a TRT call out, the lead jurisdiction shall be the jurisdiction that employs the individuals whose actions/omissions serve as the basis for the claim. If allegations are made against more than one Signatory Agency, or the employees of more than one Signatory Agency, the OC shall determine the lead jurisdiction for a claim by majority vote.

- C. **Assistance Responding to Claims:** All TRT personnel shall assist the lead jurisdiction, and anyone working on behalf of that jurisdiction with regard to any claim, in responding to the claim and providing relevant records. These records shall include, but are not limited to, incident reports, notes, transcripts, photos, evidence logs, recorded statements, documents from emergency dispatch centers, and warrants from all jurisdictions that participated in the action subject to the claim. Whenever necessary, the Team Commander/s shall assist in coordinating the provision of any records, and communications with any Team Member.
- D. **Claims of \$7,500 or Less**
1. **Lead Jurisdiction Responsibilities:** The lead jurisdiction shall be responsible for gathering records relating to the claim. The lead jurisdiction shall provide records to its insurance provider or risk-pooling organization, and shall assist the same in assessing liability for acts associated with the claim. The lead jurisdiction shall notify the other jurisdictions of any determinations as to payment of the claim. In determining whether a claim should be paid, the lead jurisdiction and its insurance provider or risk-pooling organization shall, at a minimum, consider the potential legal defenses to the claim and the costs of defending the claim.
  2. **Payment of the Claim - Apportionment of Payment:** The lead jurisdiction, with the assistance of its insurance carrier or risk-pooling organization, shall determine whether payment of the claim would be in the best interest of the Signatory Agencies. In the event the lead jurisdiction determines payment of a claim of \$7,500 or less is appropriate, such determination shall be final and binding upon the other Signatory Agencies, and payment shall be apportioned equally among all Signatory Agencies. The lead jurisdiction shall provide full payment to the claimant, and the remaining Signatory Agencies or their insurers shall reimburse the lead agency for their respective shares. Prior to the payment of any claim, and as a condition of such payment, the lead jurisdiction shall obtain from the claimant a complete and total release of liability on behalf of all Signatory Agencies and each and every officer, agent, or volunteer of those agencies.
  3. **Denial of the Claim:** In the event the lead jurisdiction determines payment of the claim would not be in the best interest of the Signatory Agencies, the lead jurisdiction shall notify the other Signatory Agencies, and that determination shall be binding on the other Signatory Agencies; PROVIDED, another Signatory Agency that determines payment is appropriate may pay such claim in full, but shall not be entitled to any reimbursement from the other Signatory Agencies.
- E. **Claims over \$7,500:** The lead jurisdiction shall coordinate communication among all Signatory Agencies to discuss any claim over \$7,500, and to determine, with input from the involved insurance carriers or risk-pooling organizations, the appropriate manner in which to respond to such a claim. This communication may occur in

person, by phone, or by email where appropriate.

### **Section 8. Litigation - Process – Cost Sharing**

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



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

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

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

- I. **Liability – Punitive Damages:** In the event punitive damages are awarded against any individual or Signatory Agency as a result of any action or omission occurring on behalf of the TRT, no other Signatory Agency shall be liable for any portion of such award. Any decision by a Signatory Agency to indemnify its officer/s or employee/s for any award of punitive damages will have no effect on the contribution owed by any other Signatory Agency.
- J. **Payment of Costs/Awards – Reimbursement:** In the event any Signatory Agency fails to timely provide payment of its equal portion of any shared costs/expenses outlined above, any other Signatory Agency may choose to pay the non-paying Signatory Agency's share. The Signatory Agency that failed to pay shall then be liable to the Signatory Agency that paid the share, plus any attorney's fees incurred in the collection of said monies from the non-paying Signatory Agency.
- K. **Hold Harmless:** The Signatory Agencies express their intent that no legal cause of action shall be brought by one Signatory Agency against any other Signatory Agency as a result of any TRT-related activity, except to enforce the cost- and liability-sharing provisions of this Agreement. Therefore, each Signatory Agency agrees to hold harmless and indemnify the other Signatory Agencies from any loss, claim or liability arising from the actions or inactions of its officers and employees or each other as related to any TRT activity, except as expressly outlined in this Agreement.
- L. **Insurance – Effect on Agreement:** The failure of any insurance carrier or self-insured pooling organization to agree to or follow the terms of this section shall not relieve any individual Signatory Agency from its obligations under this Agreement.

#### **Section 9. Insurance Coverage Required**

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

#### **Section 10. Employment**

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

#### **Section 11. Press Releases**

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

#### **Section 12. Authorized Staff**

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

#### **Section 13. Prisoner Transportation**

Transportation of arrestees will be coordinated by the Incident Commander.

#### **Section 14. Injury Benefits**

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

#### **Section 15. Severability**

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

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

#### **Section 16. Term**

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

#### **Section 17. Termination**

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

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

#### **Section 18. Contract Administration**

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

**Section 19. Extent of Agreement**

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

**Section 10. Authorization**

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

CITY OF BONNEY LAKE

By: Neil Johnson  
Neil Johnson, Mayor

Date: 5/28/2019

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

Date: 6/4/19

CITY OF PUYALLUP

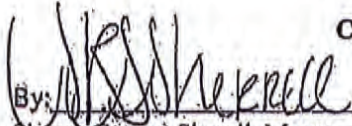
By: Kevin Yamamoto  
Kevin Yamamoto, City Manager

Date: 5-22-2019

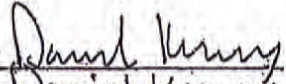
As To Form: Joseph N Beck  
Joe Beck, Puyallup City Attorney

Date: 5/20/2019

CITY OF MILTON

By:   
Shanna Styron-Sherell, Mayor

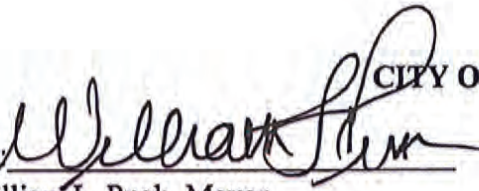
Date: 6-18-19

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

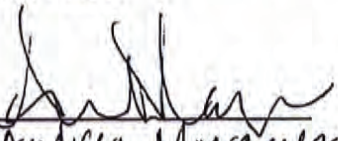
Date: 6-18-19



CITY OF SUMNER

By:   
William L. Pugh, Mayor

Date: \_\_\_\_\_

As To Form:   
Print Name: Andrea Marquez  
Andrea Marquez, Sumner City Attorney

Date: \_\_\_\_\_

**CITY OF FIFE**


By:  \_\_\_\_\_  
Hyun Kim, City Manager

Date: 6/21/2019

As To Form: \_\_\_\_\_  
Greg Amann, Fife City Attorney

Date: \_\_\_\_\_

**CITY OF ORTING**

By:  \_\_\_\_\_  
Joshua Penner, Mayor

Date: 2/25/21

*As To Form:* \_\_\_\_\_  
Print Name: \_\_\_\_\_  
Orting City Attorney

Date: \_\_\_\_\_

**INTERLOCAL AGREEMENT BETWEEN THE ORTING SCHOOL DISTRICT  
AND CITY OF ORTING  
FOR THE SCHOOL RESOURCE OFFICER PROGRAM**

THIS AGREEMENT, made and entered into this 29<sup>th</sup>, day of July, 2020, by and between the Orting School District ("District") and the City of Orting ("City").

WHEREAS, the City is a municipal corporation of the State of Washington, organized and operating under the Optional Municipal Code, Title 35A RCW; and

WHEREAS, the District is a municipal corporation organized pursuant to Title 28A of the Revised Code of Washington, RCW 28A; and

WHEREAS, the City and the District have the power, authority and responsibility to provide public safety services within their respective jurisdictions and facilities; and

WHEREAS, the District has expressed a desire to execute an agreement with the City for the services of one full-time police officer, known as a School Resource Officer ("SRO") to be stationed at Orting High School and serving the District's schools located within the City's corporate boundaries; and

WHEREAS, both parties desire to enter into an agreement for the purpose of utilizing the City's capabilities to provide the District with SRO services; and

WHEREAS, the District and the City believe the services rendered by an SRO will enhance school security and benefit public safety; and

WHEREAS, the City is willing to assign a police officer to serve as an SRO as set forth herein, subject to the District's commitment to reimburse the City its proportional share of the costs of maintaining such position, as specified in this Agreement; and

WHEREAS, the City and the District agree to fund an SRO position in accordance with the terms and conditions set forth in this Agreement; and

WHEREAS, this Agreement is specifically authorized by the Interlocal Cooperation Act set forth in Chapter 39.34 of the Revised Code of Washington,

NOW, THEREFORE, IN CONSIDERATION OF THE PROMISES AND AGREEMENTS CONTAINED HEREIN, IT IS AGREED AS FOLLOWS:

1. Scope of Services. The City will assign one regularly employed Orting police officer to serve as a School Resource Officer ("SRO"). This SRO will provide a uniformed presence on campus to promote safety and serve as a positive resource to the schools and surrounding neighborhoods. The SRO will patrol Orting schools and surrounding areas, focusing primarily on Orting High School and the District's secondary schools, in order to identify, investigate, deter, and prevent crime, especially those incidents involving weapons, youth violence,

harassment, gang involvement, drugs, or other similar activities. In addition, the SRO will provide students, parents, teachers, administrators and neighborhood residents with information, support, and problem-solving mediation and facilitation. The SRO shall perform the duties set forth on Appendix B to this agreement, adopted herein by this reference, which contains a comprehensive School Resource Officer Scope of Work.

While school is in session, the SRO will be assigned to the District on a full-time, forty (40) hours work week, minus any scheduled vacation time, sick time, training time, court time, or any other unavoidable police-related activity, including any emergencies such as civil disasters.

Except as provided herein, scheduling for the SRO while school is in session will be determined by mutual agreement of the District and the SRO's police supervisor. The SRO will not take vacation while school is in session unless approved by his/her police supervisor. On scheduled work days when school is not in session (summer vacation, school breaks, holidays, etc.), the SRO will work on assignments as determined by their police supervisor.

The SRO will attend a weekly meeting with the District's Superintendent to review and discuss timely school safety issues. The City shall have the sole discretion as to the staffing, but will accept input from the District. The City shall have the sole discretion for equipment, uniform, and supplies used by the SRO and shall be the sole judge as to the most appropriate, efficient and effective manner of handling and responding to calls for Services or the rendering thereof. The SRO will remain an employee of the City. The delivery of services, the standards of performance, the discipline of officer, the supervision of the SRO and any other City personnel, and other matters incidental to the performance of the Services, shall remain under the control of the City.

2. Salary, Retirement and Overtime. The District shall not assume any liability for the direct payment of any salaries, wages, or other compensation to an SRO performing the Services provided hereunder, except as provided herein. The District shall be responsible for the cost of overtime necessitated by the performance of this Agreement, and will be periodically billed for overtime incurred. The District shall be responsible for any off-duty employment costs. Off-duty employment agreements shall be between the District and the City using the City's standard agreement. Except as otherwise specified herein, the District shall not be liable for compensation for wages for any City employee for injury or sickness arising out of his/her employment pursuant to this Agreement, except for any injury or sickness that occurs as a result of the District's negligent or intentional acts.

3. Term. This Agreement shall be effective for a term from September 1, 2020 through June 30, 2022. Following expiration of the initial term, this Agreement may be extended, by mutual agreement, for an additional year thereafter upon the same terms and conditions, provided that the Parties may modify the reimbursement amount set forth in paragraph 4 below.

4. Payment for Services. The District will reimburse the City for the services of one (1) SRO, as provided by this Agreement as outlined in Appendix A, for the initial term of this Agreement. Charges will be billed in two (2) installments in October and April. The District shall remit payment to the City within thirty (30) days after receipt of invoice. The Finance

Directors for each party are authorized to modify this payment schedule and process by subsequent mutual agreement, provided such understandings or modifications shall be in writing.

In the event that school buildings are closed to students by proclamation of the Governor, State Superintendent, Orting School District Superintendent, or health official, the District will only be responsible for payment for services rendered for any week(s) during which schools buildings are partially or fully open to students. The Parties will prorate the remaining portion of this Agreement by week based on 41 weeks of service for any weeks the District's buildings are fully closed.

5. Emergency Situations. During days when school is in session, the SRO will not be assigned by the City to duties other than those set forth herein, except for required Departmental training or in response to emergency situations, as determined by the sole discretion of the Chief of Police or his designee, necessitating the response of additional police personnel.

6. Indemnification. The District agrees to defend at its own expense, indemnify and hold harmless the City, its hired, appointed and elected officers, officials, employees, agents, and volunteers from and against any and all liabilities, judgments, liens, losses, costs, damages and expenses, including costs and attorney fees in defense thereof, because of actions, claims or lawsuits of any kind that allege injury or death to a person, or damage, injury or destruction to property or the enjoyment of property caused or allegedly caused or occasioned in whole or in part by or arising out of the performance or carrying out the terms of this Agreement and/or amendments to this Agreement except to the extent that such injury or death to a person, or damage, injury, or destruction of property or the enjoyment of property is caused by the negligent or intentional tortuous acts of the City and/or its hired, appointed and elected officers, officials, employees, agents, and volunteers. The City agrees to defend at its own expense, indemnify and hold harmless the District, its hired, appointed and elected officers, officials, employees, agents, and volunteers from and against any and all liabilities, judgments, liens, losses, costs, damages and expenses, including costs and attorney fees in defense thereof, because of actions, claims or lawsuits of any kind that allege injury or death to a person, or damage, injury or destruction to property or the enjoyment of property caused or allegedly caused or occasioned in whole or in part by or arising out of the performance or carrying out the terms of this Agreement and/or amendments to this Agreement except to the extent that such injury or death to a person, or damage, injury, or destruction of property or the enjoyment of property is caused by the negligent or intentional tortuous acts of the District and/or its hired, appointed and elected officers, officials, employees, agents, and volunteers.

7. Compliance with Laws. In exercise of its rights to provide the City with input on the selection of an assigned SRO, the District acknowledges, in addition to compliance by the City with all applicable laws and regulations relating to employee hiring, the City's Civil Service rules prohibit discrimination on the basis of non-merit factors. Additionally, the District acknowledges and agrees the Services rendered hereunder may be affected by provisions of the collective bargaining agreement between the City and the union representing the SRO. Furthermore, this Agreement shall be subject to all laws, rules, and regulations of the United States of America, State of Washington, and the City of Orting. Should any such authority

effectively prevent the performance of the obligations set forth herein or otherwise materially interfere with the achievement of the purposes of this Agreement, either party may terminate this Agreement upon thirty (30) days written notice to the other.

8. Termination. If either party fails to comply with the terms and conditions of this Agreement, the other party, upon thirty (30) days prior written notice to the breaching party, may terminate this Agreement.

9. Modification. Either party may, in writing, request changes in the Agreement. Except as otherwise provided herein, any and all agreed modifications shall be in writing, signed by each of the parties and affixed to this Agreement.

10. Venue and Governing Law. In the event of litigation arising out of any of the terms of this Agreement, the venue of such action of litigation shall be in the courts of the State of Washington, County of Pierce. This Agreement shall be governed by the law of the State of Washington.

11. Mediation / Arbitration Clause. If a dispute arises from or relates to this Agreement or the breach thereof and if the dispute cannot be resolved through direct discussions, the parties agree to endeavor first to settle the dispute in an amicable manner by mediation administered by a mediator under Judicial Dispute Resolution LLC ("JDR") service rules or policies before resorting to arbitration. If the parties are unable to agree on the selection of a mediator or are unable to resolve the dispute by mediation pursuant to this section, or the parties waive mediation by written agreement, then the parties agree to submit their dispute to binding arbitration by delivering written demand for arbitration to the other party. The parties shall agree upon one arbitrator within ten (10) days of the arbitration demand. The arbitrator must be a JDR panelist. If the parties do not mutually agree on the identity of the arbitrator within such period, the arbitrator shall be selected by the administrator of the JDR, according to the arbitration rules of the JDR, without further input by the parties. All statutes of limitations which would otherwise be applicable shall apply to any arbitration proceeding hereunder. The arbitration will be conducted in Orting, Washington under the procedures of the Arbitration Rules of Judicial Dispute Resolution LLC in effect on the date hereof as modified by this Section. Any issue about whether a claim must be arbitrated pursuant to this provision shall be determined by the arbitrator.

12. Confidentiality. Laws involving confidentiality govern both the District and the City. Both the District and the City agree their employees, subcontractors, and others shall maintain the confidentiality of all information provided by the other to the extent required by the laws governing each. The federal Family Educational Rights and Privacy Act governs the District and the City understands this act and other state and federal laws will restrict the dissemination of certain information to the City. The District likewise understands that certain intelligence and law enforcement information is to remain confidential and in the sole control of the City. Each party agrees to respect the requirement imposed on the other and, in the event of any judicial action, to promptly notify the other of any attempt to seek disclosure of information.

13. Notices. Any notices required to be given by the Parties shall be delivered at the

addresses set forth below. Any notices may be delivered personally to the addressee of the notice or may be deposited in the United States mail, postage prepaid, to the address set forth below. Any notice so posted in the United States mail shall be deemed received three (3) days after the date of mailing.

14. No Joint Venture or Separate Entity Created. No joint venture or partnership is formed as a result of this Agreement, and no separate legal entity is formed hereby. The employees or agents of each Party who are engaged in the performance of this Agreement shall continue to be employees or agents of that Party subject to the policies, procedures and control of that Party, and shall not be considered for any purpose to be employees or agents of the other Party.

15. Severability. If any term or condition of this Agreement or the application thereof to any persons(s) or circumstances is held to be unconstitutional or invalid, such invalidity shall not affect the validity of the remaining portion of this Agreement and the remainder shall remain in full force and effect. The terms and conditions of this Agreement are declared severable.

16. Captions. The captions used herein are for convenience only and are not a part of this Agreement and do not in any way limit or amplify the terms and provisions hereof

17. No Waiver. Waiver of any breach or condition of this Agreement shall not be deemed a waiver of any prior or subsequent breach. No term or condition of this Agreement shall be held to be waived, modified or deleted except by an instrument, in writing, signed by the parties hereto.

18. Entire Agreement. This written Agreement represents the entire agreement between the parties and supersedes any prior oral statements, discussions, or understanding between the parties.

19. Counterpart Originals. This Agreement may be executed in two (2) or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

IN WITNESS WHEREOF, the parties below have executed this Agreement, and by doing so, acknowledge that they have read this Agreement, understand its terms, and enter this Agreement in a knowing, intelligent, and voluntary manner.

ORTING SCHOOL DISTRICT

By: *Lynna C. Reel*

Date: 8/24/2020

CITY OF ORTING

By: *[Signature]*

Date: 8/30/2020



## Appendix A: Payment for Services Schedule

Payments to the City shall be based on the following schedule:

|                         |              |
|-------------------------|--------------|
| 2020 – 2021 School Year | \$97,500.00  |
| 2021 – 2022 School Year | \$100,000.00 |

Additional hours that are requested by the District shall be based on the following schedule:

|                         |                |
|-------------------------|----------------|
| 2020 – 2021 School Year | \$77.00 / hour |
| 2021 – 2022 School Year | \$79.00 / hour |



**City Of Orting  
Council Agenda Summary Sheet**

|  | <b>Agenda Bill #</b>   | <b>Recommending Committee</b> | <b>Study Session Dates</b> | <b>Regular Meeting Dates</b> |
|--|------------------------|-------------------------------|----------------------------|------------------------------|
| <b>Subject: 2022 Community Grants</b>  | <b>AB21-80</b>         | <b>CGA</b>                    |                            |                              |
|  |                        | 10/7/21                       |                            |                              |
|  |                        |                               |                            |                              |
|  | <b>Department:</b>     | Administrative                |                            |                              |
|  | <b>Date Submitted:</b> |                               |                            |                              |
| <b>Cost of Item:</b>   | <u>\$37,000</u>        |                               |                            |                              |
| <b>Amount Budgeted:</b>  | <u>2022 Budget TBD</u> |                               |                            |                              |
| <b>Unexpended Balance:</b>   | <u>N/A</u>             |                               |                            |                              |
| <b>Bars #:</b>   | TBD                    |                               |                            |                              |
| <b>Timeline:</b>   | None                   |                               |                            |                              |
| <b>Submitted By:</b>   | Scott Larson           |                               |                            |                              |
| <b>Fiscal Note:</b> The Mayor's budget leaves approximately 1% of revenues unallocated for grants.   |                        |                               |                            |                              |
| <b>Attachments:</b> 2022 Grant Requests Worksheet  |                        |                               |                            |                              |
| <p><b>SUMMARY STATEMENT:</b><br/>           Staff have reviewed 2022 grant submissions and the council's grant policy. The attached grant requests worksheet outline staff recommendations for this program. Staff recommendations are based on the grant policy. Where there was an incomplete grant application, staff have made no recommendation for a 2022 grant.</p> |                        |                               |                            |                              |
| <b>RECOMMENDED ACTION:</b> _____.  |                        |                               |                            |                              |
| <b>FUTURE MOTION:</b>  |                        |                               |                            |                              |

| <b>2022 Grant Requests</b>                                | 2021 Grant Awarded | 2020 Revenue   | *15% of Revenue | 2022 request | Staff Recommendation^ |
|---|--------------------|----------------|-----------------|--------------|-----------------------|
| Orting Food Bank  | \$3,000.00         | \$1,341,782.00 | \$201,267.30    | \$3,000.00   | 3,000.00              |
| Opportunity Center of Orting                              | \$9,000.00         | \$64,673.77    | \$9,701.07      | \$12,300.00  | 9,700.00              |
| Orting Chamber of Commerce                                | \$5,000.00         | \$7,455.45     | \$1,118.32      | \$10,000.00  | 1,100.00              |
| Ortin Valley Farmers Market                               | \$3,000.00         | No Income Stmt | No Income Stmt  | \$6,000.00   | #                     |
| Recovery Café Orting                                      | \$10,000.00        | \$327,868.46   | \$49,180.27     | \$15,000.00  | 11,600.00             |
| Orting Senior Center                                      | \$10,000.00        | \$227,455.96   | \$34,118.40     | \$15,000.00  | 11,600.00             |
|   | \$40,000.00        |                |                 | \$61,300.00  | \$37,000.00           |
|   |                    |                |                 |              |                       |
|   |                    |                |                 |              |                       |
| * Maximum grant amount based on approved grant policy     |                    |                |                 |              |                       |
| ^This recommendation is based on the Mayor's Draft Budget |                    |                |                 |              |                       |
| #No staff recommendation based on incomplete application  |                    |                |                 |              |                       |



# Grant Application-2021

City of Orting - Office of the City Clerk  
PO Box 489  
104 Bridge St S., Orting, WA 98360  
Phone: (360) 893-9008  
Fax: (360) 893-6809  
[www.cityoforting.org](http://www.cityoforting.org)

FOR CITY CLERK USE ONLY:

Name of Organization: Opportunity Center of Orting Inc UBI #: 602 069 623

Contact Person's Name and Title: Jennifer Slaughter - Executive Director

Mailing Address: Po Box 1423, Orting WA 98360

Phone: 253-740-6098 Email Address: OrtingHaven@gmail.com

Amount Requested: \$ 12,300.00

How the City Grant will be used (This information can be provided in a letter, attached to this application):

Please see attached

Who does the grant serve (This information can be provided in a letter, attached to this application):

Please see attached

**All groups seeking grants from the City of Orting must:**

- Submit one (1) original and one (1) electronic copy of this application, along with the following attachments, to the City no later than August 21<sup>st</sup>, at 3:00pm, (for grants to be issued in the following year).

The attachments that shall be included with the application include:

1. Previous year's annual financial statement
  2. Current year's budget
  3. Proof of non-profit status, including but not limited to 501(c) (3) identification number.
  4. Copy of Liability Insurance with rider for the City. (may be provided after approval)
- A representative of the applicant shall attend the City Council's Community and Government Affairs Committee Meeting to discuss the contents of the application.
  - If selected, and approved by the City Council, an authorized representative of the applicant shall execute a contract with the City before the group shall receive the funding.

Jennifer Slaughter  
Signature of Authorized Representative of Applicant

08 / 20 / 2021  
Date

Please return completed form and any additional information to:  
City of Orting – Attn: City Clerk 104 Bridge St S., PO Box 489, Orting, WA 98360  
[clerk@cityoforting.org](mailto:clerk@cityoforting.org) - (360) 893-9008



August 20, 2021

City of Orting  
PO BOX 489  
Orting, WA 98360

RE: Grant Application 2021 – Cover Letter & Answers from the application form

To Whom It May Concern,

The Haven Teen Center opened its doors in September 2015 in Orting to provide much needed resources and activities for the youth of this community. In 2014, there were 1,297 students registered in grades 6-12th. In the latest Census count in 2021, youth in those grades has increased to 1,437. Although that might not seem like a large increase in numbers to larger communities, in a town of around 8,000 residents, where the median age is 35, and population grows annually by nearly 34% , this is significant. Without programs like The Haven this leaves these kids and those that love and support them with very little options for programs and activities to help mentor and provide a safe place for them to go. Therefore, we are asking for continued funding through the Orting City Council so that we can continue to provide a place where the teens can belong and grow.

At the conception of The Haven Teen Center in 2015, we decided to develop our mission around empowering youth to become independent, successful, contributing members of our community. In doing so, we have worked on developing programs to teach leadership skills, giving back to others, and building solid social skills. We meet our mission weekly by working with our Board Members as well as partnering with outside organizations and offering mentorship opportunities with our staff and volunteers. We have built a community garden, where we donate all our produce to the Orting Senior Center and the Orting Food Bank. We also offer many fun activities like free karate classes, pool, air hockey, ping pong, arts & crafts, gaga ball, dodgeball, laser tag, and tabletop games. We have also partnered with the Pierce Tacoma Health Department to offer educational events on the risks of vaping, tobacco, and marijuana use. Currently, we are open two days per week due to the limitations of funding for staffing. We would love to be able to open for more hours this coming year. Therefore, the continued support from the City of Orting is so imperative to our organization and its success.

We would like to ask for 15% of the average revenue between 2019 and 2020. We are asking for \$12,300. Due to the pandemic and being shut down for more than 4 months in 2020 it does not reflect what The Haven will need as we work at getting back up to full operational levels in 2022.

Sincerely,

Jennifer Slaughter  
Executive Director - Volunteer

OPPORTUNITY CENTER OF ORTING INC  
112 TRAIN ST SW ~ PO BOX 1423 ~ ORTING WA 98360  
PH: (360) 872-8252  
WWW.ORTINGHAVEN.COM



GRANT APPLICATION QUESTIONS & ANSWERS - 2021

How the City Grant will be used?

These funds will be used for general operating expenses such as wages and supplies. Physical supplies would include such things as first aid kits, garden supplies, cleaning supplies, and utilities.

Who does the grant serve?

We serve the youth from K-12<sup>th</sup> grade in Orting, WA.

Opportunity Center of Orting, Inc  
Profit & Loss

January 2019 through August 2021 (Sept - Dec 2021 Forecasted)

|  | Jan - Dec 19     | Jan - Dec 20     | Jan - Dec 21     | TOTAL             |
|--|------------------|------------------|------------------|-------------------|
| <b>Ordinary Income/Expense</b>                       |                  |                  |                  |                   |
| <b>Income</b>  |                  |                  |                  |                   |
| 43400 · Direct Public Support                        |                  |                  |                  |                   |
| 43410 · Corporate / Org Contributions                | 5,323.71         | 5,090.04         | 4,935.92         | 15,349.67         |
| 43440 · In-Kind Donated (Income)                     | 10,600.00        | 0.00             | 0.00             | 10,600.00         |
| 43450 · Individual Donations                         |                  |                  |                  |                   |
| 43451 · Slaughter Family                             | 0.00             | 7,439.50         | 13,152.00        | 20,591.50         |
| 43452 · Monthly Subscriptions                        | 1,885.00         | 1,980.00         | 1,470.00         | 5,335.00          |
| 43450 · Individual Donations - Other                 | 853.03           | 1,227.52         | 2,205.00         | 4,285.55          |
| <b>Total 43450 · Individual Donations</b>            | <b>2,738.03</b>  | <b>10,647.02</b> | <b>16,827.00</b> | <b>30,212.05</b>  |
| 43460 · Holiday Giving                               |                  |                  |                  |                   |
| 43461 · Holiday Giving Donations                     | 1,500.00         | 1,156.26         | 1,110.00         | 3,766.26          |
| 43462 · In-Kind Holiday Giving Donation              | 2,500.00         | 0.00             | 0.00             | 2,500.00          |
| <b>Total 43460 · Holiday Giving</b>                  | <b>4,000.00</b>  | <b>1,156.26</b>  | <b>1,110.00</b>  | <b>6,266.26</b>   |
| 43470 · Summer Camp Donations                        | 1,996.41         | 0.00             | 0.00             | 1,996.41          |
| <b>Total 43400 · Direct Public Support</b>           | <b>24,658.15</b> | <b>16,893.32</b> | <b>22,872.92</b> | <b>64,424.39</b>  |
| 43600 · Fundraising                                  | 4,860.58         | 906.00           | 2,391.22         | 8,157.80          |
| 44800 · Indirect Public Support                      |                  |                  |                  |                   |
| 44820 · United Way, CFC Contributions                | 0.00             | 144.90           | 63.74            | 208.64            |
| 44800 · Indirect Public Support - Other              | 0.00             | 0.00             | 60.00            | 60.00             |
| <b>Total 44800 · Indirect Public Support</b>         | <b>0.00</b>      | <b>144.90</b>    | <b>123.74</b>    | <b>268.64</b>     |
| 47200 · Program / Event / Rental Income              |                  |                  |                  |                   |
| 47250 · Rental Income                                | 17,479.00        | 3,407.27         | 5,480.00         | 26,366.27         |
| 47251 · Rental Deposits                              | 100.00           | 50.00            | 0.00             | 150.00            |
| 47252 · Snack Bar Donations                          | 812.71           | 0.00             | 0.00             | 812.71            |
| 47254 · Karate Program Donations                     | 2,428.00         | 961.00           | 5,600.00         | 8,989.00          |
| <b>Total 47200 · Program / Event / Rental Income</b> | <b>20,819.71</b> | <b>4,418.27</b>  | <b>11,080.00</b> | <b>36,317.98</b>  |
| 47300 · Grants                                       |                  |                  |                  |                   |
| 47301 · Great Tac Comm                               | 15,000.00        | 0.00             | 0.00             | 15,000.00         |
| 47320 · Violence Prevention Grant                    | 16,400.00        | 10,200.00        | 5,000.00         | 31,600.00         |
| 47350 · City of Orting Grant                         | 10,000.00        | 17,500.00        | 7,500.00         | 35,000.00         |
| 47370 · Korum Foundation                             | 2,500.00         | 0.00             | 0.00             | 2,500.00          |
| 47375 · Amazon Smile                                 | 0.00             | 12.05            | 0.00             | 12.05             |
| 47380 · STARS Survey Grant                           | 500.00           | 0.00             | 0.00             | 500.00            |
| 47385 · Census 2020                                  | 2,000.00         | 3,000.00         | 0.00             | 5,000.00          |
| 47390 · Anti-Tobacco Grant                           | 3,000.00         | 1,599.23         | 5,000.00         | 9,599.23          |
| 47395 · Schools Out Grant                            | 0.00             | 10,000.00        | 10,000.00        | 20,000.00         |
| <b>Total 47300 · Grants</b>                          | <b>49,400.00</b> | <b>42,311.28</b> | <b>27,500.00</b> | <b>119,211.28</b> |
| <b>Total Income</b>                                  | <b>99,738.44</b> | <b>64,673.77</b> | <b>63,967.88</b> | <b>228,380.09</b> |
| <b>Cost of Goods Sold</b>                            |                  |                  |                  |                   |
| 19000 · Card Service Fees                            | 256.83           | 149.86           | 422.95           | 829.64            |
| <b>Total COGS</b>                                    | <b>256.83</b>    | <b>149.86</b>    | <b>422.95</b>    | <b>829.64</b>     |
| <b>Gross Profit</b>                                  | <b>99,481.61</b> | <b>64,523.91</b> | <b>63,544.93</b> | <b>227,550.45</b> |
| <b>Expense</b>                                       |                  |                  |                  |                   |
| 60900 · Business Expenses                            |                  |                  |                  |                   |
| 60910 · Licenses & Permits                           | 177.00           | 196.72           | 0.00             | 373.72            |

**Opportunity Center of Orting, Inc**  
**Profit & Loss**  
January 2019 through August 2021

|   | Jan - Dec 19     | Jan - Dec 20     | Jan - Dec 21     | TOTAL             |
|---|------------------|------------------|------------------|-------------------|
| 60925 · Dues & Subscriptions                  | 576.76           | 597.88           | 15.44            | 1,190.08          |
| 60930 · Software                              | 507.38           | 508.09           | 1,337.61         | 2,353.08          |
| <b>Total 60900 · Business Expenses</b>        | <b>1,261.14</b>  | <b>1,302.69</b>  | <b>1,353.05</b>  | <b>3,916.88</b>   |
| 62100 · Contract Services                     |                  |                  |                  |                   |
| 62115 · Tax Prep                              | 409.00           | 350.00           | 425.00           | 1,184.00          |
| <b>Total 62100 · Contract Services</b>        | <b>409.00</b>    | <b>350.00</b>    | <b>425.00</b>    | <b>1,184.00</b>   |
| 62800 · Facilities and Equipment              |                  |                  |                  |                   |
| 62850 · Facilities Maintenance                | 382.95           | 1,217.15         | 21.61            | 1,621.71          |
| 62851 · Building Improvements                 | 1,294.56         | 0.00             | 2,081.69         | 3,376.25          |
| 62870 · Property Insurance                    | 2,212.15         | 3,047.16         | 1,060.00         | 6,319.31          |
| 62875 · Rent                                  | 24,000.00        | 22,000.00        | 24,000.00        | 70,000.00         |
| 62876 · Storage Unit Rent                     | 0.00             | 450.00           | 540.00           | 990.00            |
| 62880 · Garbage                               | 1,439.09         | 1,576.01         | 1,945.81         | 4,960.91          |
| 62885 · Internet / Phone                      | 2,322.14         | 3,018.81         | 4,037.34         | 9,378.29          |
| 62890 · Utilities                             | 2,055.87         | 2,214.79         | 2,514.08         | 6,784.74          |
| 62895 · Water                                 | 2,172.11         | 1,823.25         | 2,132.69         | 6,128.05          |
| <b>Total 62800 · Facilities and Equipment</b> | <b>35,878.87</b> | <b>35,347.17</b> | <b>38,333.22</b> | <b>109,559.26</b> |
| 64000 · Program / Event Expenses              |                  |                  |                  |                   |
| 64010 · Prizes/ Souvenir / Favors             | 2,595.71         | 29.97            | 1,500.00         | 4,125.68          |
| 64015 · Food (Prog/Event)                     | 1,375.23         | 111.17           | 2,176.62         | 3,663.02          |
| 64020 · Snack Bar                             | 467.83           | 39.59            | 0.00             | 507.42            |
| 64030 · Prog/Event Staff                      | 50.00            | 0.00             | 0.00             | 50.00             |
| 64040 · Event Supplies                        | 2,142.55         | 199.69           | 1,528.52         | 3,870.76          |
| 64041 · Holiday Giving Program                | 4,208.40         | 1,142.35         | 1,110.00         | 6,460.75          |
| 64042 · Care Closet Program                   | 839.39           | 0.00             | 0.00             | 839.39            |
| 64045 · Youth Garden Program                  | 510.46           | 0.00             | 0.00             | 510.46            |
| 64046 · Karate Program                        | 3,054.12         | 481.48           | 520.89           | 4,056.49          |
| 64047 · Summer Camp Program                   | 455.71           | 0.00             | 0.00             | 455.71            |
| 65070 · Program Equipment                     | 934.26           | 198.61           | 570.87           | 1,703.74          |
| 65075 · Equipment Maintenance                 | 104.41           | 184.07           | 300.00           | 588.48            |
| 65080 · Census 2020 Campaign                  | 0.00             | 175.00           | 0.00             | 175.00            |
| <b>Total 64000 · Program / Event Expenses</b> | <b>16,738.07</b> | <b>2,561.93</b>  | <b>7,706.90</b>  | <b>27,006.90</b>  |
| 64048 · OSD Truancy Program                   | 0.00             | 0.00             | 20.00            | 20.00             |
| 64050 · Fundraising Supplies                  | 1,314.58         | 874.44           | 68.79            | 2,257.81          |
| 65000 · Operations                            |                  |                  |                  |                   |
| 65005 · Facility Staff W ages                 | 19,217.03        | 13,799.34        | 8,034.26         | 41,050.63         |
| 65040 · Supplies                              | 3,964.32         | 3,145.40         | 4,661.88         | 11,771.60         |
| 65060 · Marketing & Advertising               | 1,230.38         | 802.76           | 720.08           | 2,753.22          |
| 65065 · Auto Expenses                         | 0.00             | 0.00             | 0.00             | 0.00              |
| 65066 · Parking/Tolls                         | 4.00             | 0.00             | 0.00             | 4.00              |
| <b>Total 65000 · Operations</b>               | <b>24,415.73</b> | <b>17,747.50</b> | <b>13,416.22</b> | <b>55,579.45</b>  |
| 65100 · Other Types of Expenses               |                  |                  |                  |                   |
| 65125 · Business License/ Fees                | 20.00            | 20.00            | 10.00            | 50.00             |
| 65126 · Late / Penalty Fees                   | 0.00             | 160.34           | 58.06            | 218.40            |
| 65130 · Bank Charges                          | 0.00             | 4.32             | 4.61             | 8.93              |
| 65140 · Sales Tax                             | 0.00             | 1,476.03         | 0.00             | 1,476.03          |



1:01 PM  
08/20/21  
Cash Basis

Opportunity Center of Orting, Inc  
**Profit & Loss**  
January 2019 through August 2021

|                                       | Jan - Dec 19     | Jan - Dec 20     | Jan - Dec 21     | TOTAL             |
|---------------------------------------|------------------|------------------|------------------|-------------------|
| Total 65100 · Other Types of Expenses | 20.00            | 1,660.69         | 72.67            | 1,753.36          |
| 65175 · Gift / Donation               | 166.81           | 0.00             | 58.84            | 225.65            |
| 66000 · Payroll Taxes                 | 3,938.69         | 3,530.35         | 2,769.08         | 10,238.12         |
| 66900 · Reconciliation Discrepancies  | 0.00             | 0.00             | 0.00             | 0.00              |
| <b>Total Expense</b>                  | <b>84,142.89</b> | <b>63,374.77</b> | <b>64,223.77</b> | <b>211,741.43</b> |
| <b>Net Ordinary Income</b>            | <b>15,338.72</b> | <b>1,149.14</b>  | <b>-678.84</b>   | <b>15,809.02</b>  |
| <b>Net Income</b>                     | <b>15,338.72</b> | <b>1,149.14</b>  | <b>-678.84</b>   | <b>15,809.02</b>  |

**Opportunity Center of Orting, Inc**  
**Balance Sheet**  
 As of December 31, 2020

|  | Dec 31, 20       |
|--|------------------|
| <b>ASSETS</b>                                |                  |
| <b>Current Assets</b>                        |                  |
| Checking/Savings                             |                  |
| 10000 · Keybank Checking                     | 41,668.15        |
| <b>Total Checking/Savings</b>                | 41,668.15        |
| Accounts Receivable                          |                  |
| 11000 · Accounts Receivable                  | -24.00           |
| <b>Total Accounts Receivable</b>             | -24.00           |
| <b>Other Current Assets</b>                  |                  |
| 12000 · Undeposited Funds                    | 730.00           |
| <b>Total Other Current Assets</b>            | 730.00           |
| <b>Total Current Assets</b>                  | 42,374.15        |
| <b>Fixed Assets</b>                          |                  |
| 15000 · Furniture and Equipment              |                  |
| 15005 · Karate Equipment                     | 2,499.08         |
| 15000 · Furniture and Equipment - Other      | 3,335.18         |
| <b>Total 15000 · Furniture and Equipment</b> | 5,834.26         |
| <b>Total Fixed Assets</b>                    | 5,834.26         |
| <b>Other Assets</b>                          |                  |
| 18100 · In-Kind Donated (Asset)              | 23,371.59        |
| <b>Total Other Assets</b>                    | 23,371.59        |
| <b>TOTAL ASSETS</b>                          | <b>71,580.00</b> |
| <b>LIABILITIES &amp; EQUITY</b>              |                  |
| <b>Liabilities</b>                           |                  |
| <b>Current Liabilities</b>                   |                  |
| Accounts Payable                             |                  |
| 20000 · Accounts Payable                     | -165.86          |
| <b>Total Accounts Payable</b>                | -165.86          |
| <b>Other Current Liabilities</b>             |                  |
| 24000 · Payroll Liabilities                  |                  |
| 24000.1 · Federal '941' Tax                  | 562.00           |
| 24000.2 · WA State Suta -ESD                 | 73.63            |
| 24000.3 · WA State L&I                       | 61.48            |
| 24000.4 · Federal '940' Futa                 | 73.71            |
| 24000.5 · WA State FMLA                      | 9.08             |
| <b>Total 24000 · Payroll Liabilities</b>     | 779.90           |
| 24002 · SBA Loan                             | 26,200.00        |
| <b>Total Other Current Liabilities</b>       | 26,979.90        |
| <b>Total Current Liabilities</b>             | 26,814.04        |
| <b>Total Liabilities</b>                     | 26,814.04        |
| <b>Equity</b>                                |                  |
| 32000 · Retained Earnings                    | 43,616.82        |
| Net Income                                   | 1,149.14         |
| <b>Total Equity</b>                          | 44,765.96        |
| <b>TOTAL LIABILITIES &amp; EQUITY</b>        | <b>71,580.00</b> |

INTERNAL REVENUE SERVICE  
P. O. BOX 2508  
CINCINNATI, OH 45201

DEPARTMENT OF THE TREASURY

Date: **MAR 28 2005**

OPPORTUNITY CENTER OF ORTING INC  
PO BOX 1423  
ORTING, WA 98360-1423

Employer Identification Number:  
91-2112227

DLN:  
17053071719025

Contact Person:  
TERRY KAYE ID# 31038

Contact Telephone Number:  
(877) 829-5500

Public Charity Status:  
170(b)(1)(A)(vi)

Dear Applicant:

Our letter dated August 7, 2001, stated you would be exempt from Federal income tax under section 501(c)(3) of the Internal Revenue Code, and you would be treated as a public charity, rather than as a private foundation, during an advance ruling period.

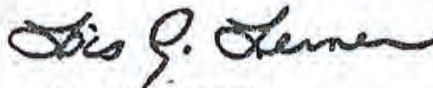
Based on the information you submitted, you are classified as a public charity under the Code section listed in the heading of this letter. Since your exempt status was not under consideration, you continue to be classified as an organization exempt from Federal income tax under section 501(c)(3) of the Code.

Publication 557, Tax-Exempt Status for Your Organization, provides detailed information about your rights and responsibilities as an exempt organization. You may request a copy by calling the toll-free number for forms, (800) 829-3676. Information is also available on our Internet Web Site at [www.irs.gov](http://www.irs.gov).

If you have general questions about exempt organizations, please call our toll-free number shown in the heading between 8:30 a.m. - 5:30 p.m. Eastern time.

Please keep this letter in your permanent records.

Sincerely yours,



Lois G. Lerner  
Director, Exempt Organizations  
Rulings and Agreements

Letter 1050 (DO/CG)



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

5/10/2021

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

**IMPORTANT:** If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

|   |  |  |                        |
|---|--|--|------------------------|
| <b>PRODUCER</b><br>W Insurance Group<br>1007 Pacific Ave<br><br>Tacoma WA 98402 |  | <b>CONTACT NAME:</b> Ryan Wiita<br><b>PHONE (A/C, No, Ext):</b> (253) 3382-2130<br><b>FAX (A/C, No):</b> (800) 496-6054<br><b>E-MAIL ADDRESS:</b> ryan@w-ins.com |                        |
|   |  | <b>INSURER(S) AFFORDING COVERAGE</b>   |                        |
|   |  | <b>INSURER A:</b> PHILADELPHIA IND INS CO  | <b>NAIC #</b><br>18058 |
|   |  | <b>INSURER B:</b>  |                        |
|   |  | <b>INSURER C:</b>  |                        |
|   |  | <b>INSURER D:</b>  |                        |
|   |  | <b>INSURER E:</b>  |                        |
|   |  | <b>INSURER F:</b>  |                        |

|   |                            |                         |
|---|----------------------------|-------------------------|
| <b>COVERAGES</b>  | <b>CERTIFICATE NUMBER:</b> | <b>REVISION NUMBER:</b> |
| THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS. |                            |                         |

| INSR LTR   | TYPE OF INSURANCE  | ADDL INSD | SUBR WVD | POLICY NUMBER | POLICY EFF (MM/DD/YYYY) | POLICY EXP (MM/DD/YYYY) | LIMITS   |
|--|--|-----------|----------|---------------|-------------------------|-------------------------|--|
| A  | <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY               |           |          | PHPK2180809   | 09/11/2020              | 09/11/2021              | EACH OCCURRENCE \$ 1,000,000                         |
|  | <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR |           |          |               |                         |                         | DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 |
|  |  |           |          |               |                         |                         | MED EXP (Any one person) \$ 5,000                    |
|  |  |           |          |               |                         |                         | PERSONAL & ADV INJURY \$ 1,000,000                   |
|  |  |           |          |               |                         |                         | GENERAL AGGREGATE \$ 2,000,000                       |
| GENL AGGREGATE LIMIT APPLIES PER:<br><input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC<br>OTHER:   |  |           |          |               |                         |                         | PRODUCTS - COMP/OP AGG \$ 2,000,000                  |
| AUTOMOBILE LIABILITY   |  |           |          |               |                         |                         | COMBINED SINGLE LIMIT (Ea accident) \$               |
| <input type="checkbox"/> ANY AUTO<br><input type="checkbox"/> OWNED AUTOS ONLY<br><input type="checkbox"/> HIRED AUTOS ONLY<br><input type="checkbox"/> SCHEDULED AUTOS<br><input type="checkbox"/> NON-OWNED AUTOS ONLY |  |           |          |               |                         |                         | BODILY INJURY (Per person) \$                        |
|  |  |           |          |               |                         |                         | BODILY INJURY (Per accident) \$                      |
|  |  |           |          |               |                         |                         | PROPERTY DAMAGE (Per accident) \$                    |
|  |  |           |          |               |                         |                         | \$   |
| <input type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> OCCUR<br><input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE   |  |           |          |               |                         |                         | EACH OCCURRENCE \$                                   |
| <input type="checkbox"/> DED <input type="checkbox"/> RETENTION \$   |  |           |          |               |                         |                         | AGGREGATE \$   |
|  |  |           |          |               |                         |                         | \$   |
| WORKERS COMPENSATION AND EMPLOYERS' LIABILITY<br>ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)<br>If yes, describe under DESCRIPTION OF OPERATIONS below                                   |  |           |          |               |                         |                         | PER STATUTE  |
| <input type="checkbox"/> Y/N <input type="checkbox"/> N/A  |  |           |          |               |                         |                         | OTH-ER   |
|  |  |           |          |               |                         |                         | E.L. EACH ACCIDENT \$                                |
|  |  |           |          |               |                         |                         | E.L. DISEASE - EA EMPLOYEE \$                        |
|  |  |           |          |               |                         |                         | E.L. DISEASE - POLICY LIMIT \$                       |

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

|  |
|--|
|  |
|--|

|                           |  |
|---------------------------|--|
| <b>CERTIFICATE HOLDER</b> | <b>CANCELLATION</b>  |
| x                         | SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. |
|                           | AUTHORIZED REPRESENTATIVE<br>Ryan Wiita  |

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**ORTING**  
School District #344

121 Whitesell ST NE,  
Orting, WA 98360-8410  
Phone 360-893-6500

August 20, 2021

To Whom this May Concern,

Orting School District would like to offer strong support for The Haven Teen Center's grant application. I understand that this grant will increase its capacity to empower youth to become independent, successful, contributing members of the Orting community. This is accomplished through their drop-in youth service center, scheduled activities for teens in grades 6<sup>th</sup>-12<sup>th</sup> grade, and substance abuse prevention campaigns.

The Haven staff have a history of commitment to our youth through their involvement in back-to-school events, the school district's Community Truancy Board, holiday giving events, and active participation in the Orting Community Support Network. The Haven has also committed to its membership on the Orting Community Wellness and Substance Prevention Coalition which will begin its work in Fall, 2021.

The School District is committed to supporting the Haven through its participation in community events sponsored by the Haven.

Please let me know if you need any additional information regarding the Haven or the commitment of the Orting School District to this organization and its mission. Thank you for your continued support of students in this community.

Sincerely,

Christopher Willis  
Executive Director of Student Support Services  
[willisc@orting.wednet.edu](mailto:willisc@orting.wednet.edu)  
(360) 893-6500

*"All students ready for college, careers, and life"*



Orting Valley Senior Center Organization  
120 Washington Avenue North  
P.O. Box 104  
Orting Washington 98360  
360.893.5827  
seniorcenter@orting.wednet.edu

August 20<sup>th</sup> 2021

TO: Orting Haven

To Whom it May Concern,

Thank you for your continued support of the Orting Senior Center Organization. Our Senior Food Patry receiving the fresh produce from your garden has been such a blessing. With us unable to open our center for gatherings the Pinochle group has been very grateful with your donation of use of the Havens space. Having a place to meet has been vital to their social health. We have truly appreciated our partnership with the Orting Haven and look forawrd to growing programs together in the future.

Thank you again for your constant support of the Seniors in our Orting Community ,

Staci Guirsch  
Director



# Grant Application-2021

City of Orting - Office of the City Clerk  
PO Box 489  
104 Bridge St S., Orting, WA 98360  
Phone: (360) 893-9008  
Fax: (360) 893-6809  
[www.cityoforting.org](http://www.cityoforting.org)

FOR CITY CLERK USE ONLY:

Name of Organization: Orting Chamber of Commerce UBI #: 20-8140176

Contact Person's Name and Title: Steven Rodrigues - Treasurer

Mailing Address: P.O. Box 1418 Orting, WA 98360

Phone: (253) 312-6144 Email Address: occtreasbill@gmail.com

Amount Requested: \$ 10,000

How the City Grant will be used (This information can be provided in a letter, attached to this application):

The most important annual event supported by the Orting Chamber of Commerce is the Orting Daffodil Festival. Without a daffodil float for Orting the parade would not come to our city. We now have a location to store the float and all the supplies but to keep it protected we need a cover. Due to the size of the float, the approximate cost will be \$10,000, especially with the cost of steel increasing this year.

Who does the grant serve (This information can be provided in a letter, attached to this application):

The parade brings approximately 5,000 people to this event which in turn supports our local businesses. The money earned by the event contributes to college scholarships given to local Orting High School graduates. The float also gives the runners up in the daffodil princess contest the opportunity to ride on the float acknowledging all their hard work and dedication for making the daffodil festival a success. It also gives recognition to the Orting Community, which is the main reason for the event.

All groups seeking grants from the City of Orting must:

- Submit one (1) original and one (1) electronic copy of this application, along with the following attachments, to the City no later than August 21<sup>st</sup>, at 3:00pm, (for grants to be issued in the following year).  
The attachments that shall be included with the application include:
  1. Previous year's annual financial statement
  2. Current year's budget
  3. Proof of non-profit status, including but not limited to 501(c) (3) identification number.
  4. Copy of Liability Insurance with rider for the City. (may be provided after approval)
- A representative of the applicant shall attend the City Council's Community and Government Affairs Committee Meeting to discuss the contents of the application.
- If selected, and approved by the City Council, an authorized representative of the applicant shall execute a contract with the City before the group shall receive the funding.

\_\_\_\_\_  
Signature of Authorized Representative of Applicant \_\_\_\_\_  
Date

Please return completed form and any additional information to:  
City of Orting – Attn: City Clerk 104 Bridge St S., PO Box 489, Orting, WA 98360  
[clerk@cityoforting.org](mailto:clerk@cityoforting.org) - (360) 893-9008

INTERNAL REVENUE SERVICE  
P. O. BOX 2508  
CINCINNATI, OH 45201

DEPARTMENT OF THE TREASURY

Date: **MAY 25 2007**

PORTING CHAMBER OF COMMERCE  
PO BOX 1418 214 WASHINGTON AVE S  
PORTING, WA 98360-1418

Employer Identification Number:  
20-8140176

DLN:

17053052005037

Contact Person:

PAULA J MOLL-MALONE

ID# 31262

Contact Telephone Number:  
(877) 829-5500

Accounting Period Ending:  
December 31

Form 990 Required:  
Yes

Effective Date of Exemption:  
December 29, 2006

Contribution Deductibility:  
No

Dear Applicant:

We are pleased to inform you that upon review of your application for tax-exempt status we have determined that you are exempt from Federal income tax under section 501(c)(6) of the Internal Revenue Code. Because this letter could help resolve any questions regarding your exempt status, you should keep it in your permanent records.

Please see enclosed Information for Organizations Exempt Under Sections Other Than 501(c)(3) for some helpful information about your responsibilities as an exempt organization.

Sincerely,



Robert Choi  
Director, Exempt Organizations  
Rulings and Agreements

Enclosure: Information for Organizations Exempt Under Sections Other Than 501(c)(3)

Letter 948 (DO/CG)



## 501(c)(6)

A 501(c)(6) organization is a business league, chambers of commerce like the U.S. Chamber of Commerce, a real estate board, a board of trade, a professional football league or an organization like the Edison Electric Institute and the Security Industry Association, that are not organized for profit and no part of the net earnings goes to the benefit of any private shareholder or individual.

### Qualifications for exemption

A business league may qualify if it is an association of persons having a common business interest, whose purpose is to promote the common business interest and whose activities improve business conditions rather than actually conduct the business itself. Members of the organization must be of the same trade, business, occupation, or profession in order to qualify. A chamber of commerce or board of trade could qualify for similar reasons except that they may promote the common economic interests of all the commercial enterprises in a given trade or community.

An association would not qualify if its principal activities consist of securing benefits and performing particular services for members.

An association that promotes the common interests of certain hobbyists would not qualify because the Internal Revenue Service does not consider hobbies to be activities conducted as businesses.

An organization whose primary activity is advertising the products or services of its members does not qualify because the organization is performing a service for its members rather than promoting common interests. If an organization's primary activity is advertising the products or services of its members' industry as a whole, however, the organization will generally qualify if it also performs other services for its members.

### Contributions and activities

Much like 501(c)(4) and 501(c)(5) organizations, 501(c)(6) organizations may also perform some political activities. 501(c)(6) organizations are allowed to attempt to influence legislation that is related to the common business interests of its members.

501(c)(6) organizations can receive unlimited contributions from corporations, individuals, and labor unions. The names and addresses of contributors are not required to be made available for public inspection. All other information, including the amount of contributions, the description of noncash contributions, and any other information, is required to be made available for public inspection unless it clearly identifies the contributor. The U.S. Chamber of Commerce is a large political spender, and Freedom Partners used its status as a 501(c)(6) organization to raise and distribute over \$250 million during the 2012 election campaigns without disclosing its donors. The group's existence was not publicly known until nearly a year after the election.

A business' membership dues paid to a 501(c)(6) organization are generally an ordinary and necessary business expense. The membership dues are tax-deductible in full unless a substantial part of the 501(c)(6) organization's activities consists of political activity, in which case a tax deduction is allowed only for the portion of membership dues that are for other activities.

## History

The predecessor of IRC 501(c)(6) was enacted as part of the Revenue Act of 1913 likely due to a U.S. Chamber of Commerce request for an exemption for nonprofit "civic" and "commercial" organizations, which resulted in IRC 501(c)(4) for nonprofit "civic" organizations and IRC 501(c)(6) for nonprofit "commercially-oriented" organizations. The Revenue Act of 1928 amended the statute to include real estate boards. In 1966, professional football leagues were added to the described organizations.

The Revenue Act of 1913 related to professional football leagues had both antitrust and tax provisions: The antitrust provision was enacted to permit the merger of the National and American Football Leagues to go forward without fear of an antitrust challenge under either the 1914 Clayton Antitrust Act or the 1914 Federal Trade Commission Act. IRC 501(c)(6) amendment was enacted in 1966 to ensure that a professional football league's exemption would not be jeopardized because it administered a players' pension fund. Additionally, a professional sports league's exemption is not to be jeopardized because its primary source of revenue is the sale of television broadcasting rights to its games because the broadcasting of games increases public awareness of the sport.

In 2013, Senator Tom Coburn introduced legislation to disallow a tax exemption for the National Football League, the Professional Golfers' Association, and other professional sports organizations. Coburn estimated the tax exemption cost \$100 million, but he said he could not get other members of Congress to support the legislation.

| Daffodil                          |  | 2020        |             |             |         |  |  |  |  |
|-----------------------------------|--|-------------|-------------|-------------|---------|--|--|--|--|
| CHECKING                          |  | Income      | Expense     | Balance     | Check # |  |  |  |  |
| Beginning Balance January 1, 2020 |  |             |             | \$ 2,067.04 |         | Key Bank   |  |  |  |
| February 10                       |  |             | \$ 42.92    | \$ 2,024.12 |         | Gas-Orting Food Mart   |  |  |  |
| February 12                       |  |             | \$ 105.50   | \$ 1,918.62 |         | DOL License for float  |  |  |  |
| February 18                       |  | \$ 3,015.00 |             | \$ 4,933.62 |         | Deposit-Chocolate Walk   |  |  |  |
| February 21                       |  | \$ 2,340.45 |             | \$ 7,274.07 |         | Transfer of Chamber Daffodil money                                       |  |  |  |
| March 2                           |  |             | \$ 65.00    | \$ 7,209.07 | 2584    | United Financial - Float insurance on Chocolate Stroll Day               |  |  |  |
| March 3                           |  |             | \$ 2,100.00 | \$ 5,109.07 | 2585    | Flowers  |  |  |  |
| March 9                           |  |             | \$ 16.11    | \$ 5,092.96 |         | Arrow Lumber float supplies  |  |  |  |
| March 9                           |  |             | \$ 39.73    | \$ 5,053.23 |         | Arrow Lumber float supplies  |  |  |  |
| March 9                           |  |             | \$ 31.46    | \$ 5,021.77 |         | Arrow Lumber float supplies  |  |  |  |
| March 9                           |  |             | \$ 16.38    | \$ 5,005.39 |         | Arrow Lumber float supplies  |  |  |  |
| March 12                          |  | \$ 2,100.00 |             | \$ 7,105.39 | 2585    | Stop payment for flowers-parade canceled                                 |  |  |  |
| March 12                          |  |             | \$ 219.27   | \$ 6,886.12 | 2586    | Grass rug  |  |  |  |
| March 12                          |  |             | \$ 34.00    | \$ 6,852.12 |         | Stop payment-parade canceled   |  |  |  |
| March 13                          |  | \$ 34.00    |             | \$ 6,886.12 |         | Reimburse stop payment   |  |  |  |
| March 14                          |  |             | \$ 25.00    | \$ 6,861.12 | 2587    | Reimburse for raffle tickets to ride float                               |  |  |  |
| March 18                          |  |             | \$ 5,220.24 | \$ 1,640.88 | 2588    | Daffodil Parade and SeaFair Parade Expenses in 2019 (replace lost check) |  |  |  |
| October 8                         |  |             | \$ 65.00    | \$ 1,575.88 |         | Progressive Insurance  |  |  |  |
|                                   |  |             |             | \$ 1,575.88 |         |  |  |  |  |
|                                   |  |             |             | \$ 1,575.88 |         |  |  |  |  |
|                                   |  |             |             | \$ 1,575.88 |         |  |  |  |  |
|                                   |  |             |             | \$ 1,575.88 |         |  |  |  |  |

|  |             |            |                           |  |  |
|--|-------------|------------|---------------------------|--|--|
|  |             |            |                           |  |  |
|  |             |            |                           |  |  |
|  |             |            |                           |  |  |
|  |             |            |                           |  |  |
|  | 2021 budget |            |                           |  |  |
|  | Income      | Expenses   |                           |  |  |
|  |             | \$45.00    | Fuel                      |  |  |
|  |             | \$105.50   | DOL                       |  |  |
|  |             | \$120.00   | Insurance                 |  |  |
|  |             | \$900.00   | Flowers                   |  |  |
|  |             | \$450.00   | Maintenance               |  |  |
|  |             | \$650.00   | Decorations               |  |  |
|  |             | \$10.00    | Misc charges              |  |  |
|  | \$3,000     |            | Government COVID-19 Grant |  |  |
|  | \$-         |            | Donations                 |  |  |
|  | \$-         |            | Fundraising               |  |  |
|  |             |            |                           |  |  |
|  |             |            |                           |  |  |
|  |             |            |                           |  |  |
|  | \$3,000.00  | \$2,280.50 | TOTALS                    |  |  |



# Grant Application-2021

City of Orting - Office of the City Clerk  
PO Box 489  
104 Bridge St S., Orting, WA 98360  
Phone: (360) 893-9008  
Fax: (360) 893-6809  
[www.cityoforting.org](http://www.cityoforting.org)

FOR CITY CLERK USE ONLY:

Name of Organization: Orting Food Bank UBI #: 602-701-449  
Contact Person's Name and Title: Stephanie Lathrop, President  
Mailing Address: PO Box 1877, Orting, WA 98360-1877  
Phone: 360-561-0062 Email Address: stephanie.lathrop@emsh.com  
360-893-0095 orting food bank@yahoo.com  
Amount Requested: \$ 3000.00

How the City Grant will be used (This information can be provided in a letter, attached to this application):

Please see attached letter.

Who does the grant serve (This information can be provided in a letter, attached to this application):

Please see attached letter.

**All groups seeking grants from the City of Orting must:**

- Submit one (1) original and one (1) electronic copy of this application, along with the following attachments, to the City no later than August 21<sup>st</sup>, at 3:00pm, (for grants to be issued in the following year).  
The attachments that shall be included with the application include:
  1. Previous year's annual financial statement
  2. Current year's budget
  3. Proof of non-profit status, including but not limited to 501(c) (3) identification number.
  4. Copy of Liability Insurance with rider for the City. (may be provided after approval)
- A representative of the applicant shall attend the City Council's Community and Government Affairs Committee Meeting to discuss the contents of the application.
- If selected, and approved by the City Council, an authorized representative of the applicant shall execute a contract with the City before the group shall receive the funding.

Stephanie Lathrop 8/19/21  
Signature of Authorized Representative of Applicant Date

Please return completed form and any additional information to:  
City of Orting - Attn: City Clerk 104 Bridge St S., PO Box 489, Orting, WA 98360  
[clerk@cityoforting.org](mailto:clerk@cityoforting.org) - (360) 893-9008



Orting Food Bank  
224 Washington Ave S  
PO Box 1877  
Orting, WA 98360-1877

August 19, 2021

We are requesting a grant of \$3000.00 from the City of Orting for the 2022 fiscal year.

This grant is divided into two parts. Up to \$1,500 will be used to provide assistance with paying utility bills to restore water service to customers of the City of Orting. What is not used of this \$1,500 can be used by the food bank to pay for day to day expenses. The remaining \$1,500 will be used for day to day expenses. The following is the policy for utility assistance payments:

- Customers will be referred by Orting Food Bank to the City of Orting. The City of Orting will make the determination to accept or deny referrals.
- When a referral is accepted for grant assistance, the Orting Food Bank will pay the customer's outstanding bill with the City of Orting, up to the amount approved by the City.
- Customers can receive grant assistance once per year.
- Orting Food Bank will maintain records of customers whose bills have been paid out of this grant.

Orting Food Bank serves over 400 families a month in our community with emergency food assistance. We accept anyone in the community that needs assistance. We also provide referral services to other agencies to assist community members with receiving needed services.

Respectfully submitted,

A handwritten signature in black ink that reads "Stephanie Lathrop".

Stephanie Lathrop  
President, Orting Food Bank

**"Putting an end to hunger in Orting!"**  
The Orting Food Bank is a registered 501(c)3 charity.



**Financial Statements**

December 31, 2020 and 2019

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**BATTERSHELL & NICHOLS**  
A PROFESSIONAL SERVICE CORPORATION

To the Board of Trustees of  
Orting Food Bank  
Orting, Washington

Management is responsible for the accompanying financial statements of Orting Food Bank (the Organization) which comprise the statements of financial position as of December 31, 2020 and 2019, the related statements of activities, functional expenses, and cash flows for the years then ended, and the related notes to the financial statements in accordance with accounting principles generally accepted in the United States of America. We have performed a compilation engagement in accordance with Statements on Standards for Accounting and Review Services promulgated by the Accounting and Review Services Committee of the AICPA. We did not audit or review the financial statements nor were we required to perform any procedures to verify the accuracy or completeness of the information provided by management. We do not express an opinion, a conclusion, nor provide any assurance on these financial statements.

*Battershell & Nichols*

Puyallup, Washington  
March 16, 2021

**Orting Food Bank**  
**Statements of Financial Position**  
December 31, 2020 and 2019

|   | 2020              | 2019              |
|---|-------------------|-------------------|
| <b>Assets</b>                           |                   |                   |
| <b>Current Assets</b>                   |                   |                   |
| Cash                                    | \$ 232,899        | \$ 76,779         |
| Food inventory                          | <u>75,357</u>     | <u>90,617</u>     |
| <b>Total Current Assets</b>             | <u>308,256</u>    | <u>167,396</u>    |
| <b>Property and Equipment</b>           |                   |                   |
| Furniture and equipment                 | 145,923           | 110,492           |
| Buildings                               | 388,890           | 388,890           |
| Land                                    | <u>68,378</u>     | <u>68,378</u>     |
|   | 603,191           | 567,760           |
| Accumulated depreciation                | <u>(180,579)</u>  | <u>(152,905)</u>  |
| <b>Total Property and Equipment</b>     | <u>422,612</u>    | <u>414,855</u>    |
| <b>Total Assets</b>                     | <u>\$ 730,868</u> | <u>\$ 582,251</u> |
| <b>Liabilities and Net Assets</b>       |                   |                   |
| <b>Current Liabilities</b>              |                   |                   |
| Accrued payroll and taxes               | \$ 1,419          | \$ 657            |
| <b>Total Current Liabilities</b>        | <u>1,419</u>      | <u>657</u>        |
| <b>Net Assets</b>                       |                   |                   |
| Without Donor Restrictions:             |                   |                   |
| Undesignated                            | <u>729,449</u>    | <u>581,594</u>    |
| <b>Total Net Assets</b>                 | <u>729,449</u>    | <u>581,594</u>    |
| <b>Total Liabilities and Net Assets</b> | <u>\$ 730,868</u> | <u>\$ 582,251</u> |

*See accompanying notes and independent accountants' compilation report.*